

NOTICE OF MEETING OF THE GOVERNING BODY OF THE CITY OF BURNET

Notice is hereby given that a **Regular Council Meeting** will be held by the governing body of the City of Burnet on the **28**th **day of January**, **2020** at **6:00** p.m. in the Council Chambers, Burnet Municipal Airport, 2402 S. Water, Burnet, at which time the following subjects will be discussed, to-wit:

This notice is posted pursuant to the Texas Government Code, Chapter §551-Open Meetings.

CALL TO ORDER: INVOCATION: PLEDGE OF ALLEGIANCE: PLEDGE TO TEXAS FLAG:

1. REPORTS/SPECIAL PRESENTATIONS:

- 1.1) Chamber of Commerce Report
- 1.2) Opportunities for Williamson and Burnet Counties (OWBC) update report: K. Dix

2. CONSENT AGENDA ITEMS:

(All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless a Council Member, staff member or citizen requests removal of the item from the consent agenda for the purpose of discussion. For removal of an item, a request must be made to the Council when the Consent Agenda is opened for Council Action.)

- 2.1) Approval of the January 14, 2020 Council Workshop Meeting minutes
- 2.2) Approval of the January 14, 2020 Regular City Council Meeting minutes

3. PUBLIC HEARING:

3.1) Public Hearing: City of Burnet Minor Curfew Ordinance: P. Nelson

4. ACTION ITEMS:

4.1) Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE

- OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING SECTION 8.12 (MILITARY LEAVE) OF THE CITY OF BURNET PERSONNEL POLICY AND PROCEDURES MANUAL; PROVIDING SEVERABILITY; PROVIDING AN EFFECTIVE DATE, PROVIDING OPEN MEETINGS CLAUSE(S); AND PROVIDING FOR RELATED MATTERS: K. Sames
- 4.2) Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AMENDING CHAPTER 110, SECTIONS110-29, 110-73 AND 100-74 OF THE CODE OF ORDINANCES; AMENDING UTILITY TAP AND CONNECTION FEES; PROVIDING SEVERABILITY AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR OTHER RELATED MATTERS: G. Courtney
- 4.3) Discuss and consider action: Approval to use an existing segment of sewer line as a force main with privately owned grinder pumps. G. Courtney
- 4.4) Discuss and consider action: FIRST READING OF AN ORDINANCE ESTABLISHING CURFEWS FOR MINORS; PROVIDING DEFINITIONS; PROVIDING DEFENSES AND EXCEPTIONS; PROVIDING PENALTIES; AND PROVIDING OPEN MEETINGS, SEVERABILITY AND RELATED CLAUSES: P. Nelson
- 4.5) Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, ACCEPTING PUBLIC STREET, WATER, WASTEWATER, AND ELECTRICAL IMPROVEMENTS CONSTRUCTED WITHIN PHASES ONE AND TWO OF THE PEPPER MILL SUBDIVISION; AND FINDING THAT THE MEETING AT WHICH THIS RESOLUTION WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW: M. Lewis
- 4.6) Discuss and consider action: A RESOLUTION OF THE CITY OF BURNET, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON MAY 2, 2020, TO ELECT THREE CITY COUNCIL MEMBERS; ESTABLISHING THE ELECTION PROCEDURE; AND PROVIDING FOR RELATED MATTERS.
- Analice y considere la acción: UNA RESOLUCIÓN DE LA CIUDAD DE BURNET, TEXAS, ORDENANDO UNA ELECCIÓN GENERAL A LLEVARSE A CABO EL 2 DE MAYO DE 2020, PARA ELEGIR TRES MIEMBROS DEL CONSEJO (CONCEJALES); ESTABLECIENDO LOS PROCEDIMIENTOS PARA LA ELECCIÓN; Y PROVEYENDO OTROS ASUNTOS RELACIONADOS.
- 4.7) Discuss and consider action: A RESOLUTION ADOPTING THE CITY OF BURNET, TX, INVESTMENT POLICY AND NAMING THE INVESTMENT OFFICERS: P. Langford
- 4.8) Discuss and consider action: County Road 100 Waterline Project Cost-Share Agreement: D. Vaughn
- 4.9) Discuss and consider action: Award of contract to install a new 12" water line along Oak Vista Boulevard. G. Courtney

4.10): Discuss and consider action: Authorize the use of Hotel/Motel Funds for the purchase of a street trolley: D. Vaughn.

5. REPORTS:

- 5.1) Addendum to the City Council Agenda: Department and Committee Reports/Briefings: The City Council may or may not receive a briefing dependent upon activity or change in status regarding the matter. The listing is provided to give notice to the public that a briefing to the Council on any or all subjects may occur.
 - 5.1(B.3) December 2019 Financial Report: P. Langford
 - 5.1(E.3) Racial Profiling Report: P. Nelson
- 6. REQUESTS FROM COUNCIL FOR FUTURE REPORTS:
- 7. ADJOURN:

Dated this 24th, day, of January, 2020

CITY OF BURNET

CRISTA GOBLE BROMLEY, MAYOR

I, the undersigned authority, do hereby certify that the above NOTICE OF MEETING of the governing body of the above named City, BURNET, is a true and correct copy of said NOTICE and that I posted a true and correct copy of said NOTICE on the bulletin board, in the City Hall of said City, BURNET, TEXAS, a place convenient and readily accessible to the general public at all times, and said NOTICE was posted on January 24, 2020, at or before 6 o'clock p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

Kelly Dix, City Secretary

NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS:

The City Council Chamber is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services, such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's office (512.756.6093) at least two working days prior to the meeting. Requests for information may be faxed to the City Secretary at 512.756.8560.

RIGHT TO ENTER INTO EXECUTIVE SESSION:

The City Council for the City of Burnet reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).

STATE OF TEXAS	{}
COUNTY OF BURNET	{}
CITY OF BURNET	{}
On this the 14th day of January	ary, 2020, the City Council of the City of Burnet convened in Workshop
-	e Council Chambers, Burnet Municipal Airport, 2402 S. Water Street,
	following members present, to-wit:
Mayor	Crista Goble Bromley
Council Members	Paul Farmer, Mary Jane Shanes, Danny Lester, Cindia Talamantez,
	Tres Clinton, Joyce Laudenschlager
Planning and Zoning Comm	mission Members: Tommy Gaut, Ricky Langley, Herve Derek Fortin,
	Cesar Arreaza, Jena Wind
City Manager	David Vaughn
City Secretary	Kelly Dix
	ia Langford, Doug Fipps, Adrienne Feild, Paul Nelson, Joy Biseotto, Gene
	ark Lewis, Leslie Kimbler, Colleen Davis, Mark Biseotto, Howard Davis,
	ley, Jonny Simons, James B. Wilson, Kelli Sames
	ey called the meeting to order at 5:00 p.m.
	egulations: D. Vaughn: Development Services Director, Mark Lewis
	erview of the tree protection regulations as the ordinance reads currently.
<u>-</u>	vious discussions by both the Planning and Zoning Commission and the
	Discussions included possible creation of an incentive program, removal
	of the ordinance, a review of the penalty chart, the importance of
-	trees. A draft of the revised ordinance will be presented by staff to
Council at a future meeting.	41 - 4 - 4 - 4 4 4 4 - 4
Adjourn: There being no fur	ther business the workshop was adjourned at 5:54 p.m.
	Crista Goble Bromley, Mayor
ATTEST:	

Kelly Dix , City Secretary

STATE OF TEXAS {}
COUNTY OF BURNET {}
CITY OF BURNET {}

On this the 14th day of January, 2020, the City Council of the City of Burnet convened in Regular Session, at 6:00 p.m., at the regular meeting place thereof with the following members present, to-wit:

Mayor Crista Goble Bromley

Council Members Danny Lester, Mary Jane Shanes, Tres Clinton, Paul Farmer, Joyce

Laudenschlager, Cindia Talamantez

City Manager David Vaughn
City Secretary Kelly Dix

<u>Guests</u>: Mark Ingram, Patricia Langford, Doug Fipps, Adrienne Feild, Paul Nelson, Joy Biseotto, Gene Courtney, Ricky Langley, Mark Lewis, Leslie Kimbler, Colleen Davis, Mark Bisiotto, Howard Davis, Michael Robison, Wade Langley, Jonny Simons, James B. Wilson, Kelli Sames

<u>CALL TO ORDER</u>: The meeting was called to order by Mayor Bromley, at 6:00 p.m.

INVOCATION: Council Member Paul Farmer

<u>PLEDGE OF ALLEGIANCE</u>: Council Member Mary Jane Shanes PLEDGE TO TEXAS FLAG: Council Member Mary Jane Shanes

REPORTS/SPECIAL PRESENTATIONS:

Report on the Hill Country Children's Advocacy: Ken Nickel: Mr. Nickel informed all present that the mission of the Hill Country Children's Advocacy is to raise community awareness of abused children and children that are victims of violent crimes in the area, and to provide safety for these children. Mr. Nickel provided Council with an invitation to attend the agency's largest fundraiser event, Purse Bingo to be held in Horseshoe Bay on March 28th at 11:00 a.m. Mr. Nickel also recognized Director of Finance Patricia Langford and Police Chief Paul Nelson for their service on the HCCA Board of Directors and the support provided by the City of Burnet annually.

CONSENT AGENDA ITEMS:

(All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless a Council Member, staff member or citizen requests removal of the item from the consent agenda for the purpose of discussion. For removal of an item, a request must be made to the Council when the Consent Agenda is opened for Council Action.)

Approval of the December 10, 2019 Regular City Council Meeting minutes

Approval of the December 17, 2019 Special City Council Meeting minutes

Approval of the January 3, 2019 Special City Council Meeting minutes

Council Member Cindia Talamantez moved to approve the consent agenda as presented. Council Member Joyce Laudenschlager seconded, the motion carried unanimously.

PUBLIC HEARINGS: None.

ACTION ITEMS:

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS, DETERMINING THAT NO CHANGES TO THE LAND USE ASSUMPTIONS, WATER AND WASTEWATER CAPITAL IMPROVEMENTS PLAN OR WATER AND WASTEWATER IMPACT FEES ARE NEEDED FOR THE 2019 UPDATE OF THE WATER AND WASTEWATER IMPACT FEE PROGRAM; PROVIDING A REPEALER CLAUSE; AND PROVIDING A SEVERABILITY CLAUSE G. Courtney: Council Member Mary Jane Shanes made a motion to approve and adopt Ordinance 2019-23 as presented. Council Member Danny Lester seconded, the motion carried unanimously.

Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AMENDING CHAPTER 110, SECTIONS110-29, 110-73 AND 100-74 OF THE CODE OF ORDINANCES; AMENDING UTILITY TAP AND CONNECTION FEES; PROVIDING SEVERABILITY AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR OTHER RELATED MATTERS: G. Courtney: Council Member Mary Jane Shanes made a motion to approve the first reading of Ordinance 2020-02 as presented. Council Member Joyce Laudenschlager seconded, the motion carried unanimously.

FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING SECTION 8.12 (MILITARY LEAVE) OF THE CITY OF BURNET PERSONNEL POLICY AND PROCEDURES MANUAL; PROVIDING SEVERABILITY; PROVIDING AN EFFECTIVE DATE, PROVIDING OPEN MEETINGS CLAUSE(S); AND PROVIDING FOR RELATED MATTERS: K. Sames: Council Member Danny Lester made a motion to approve the first reading of Ordinance 2020-01 as presented. Council Member Mary Jane Shanes seconded, the motion carried unanimously.

Discuss and consider action: Authorize the City Manager to enter into an agreement with ABM for the replacement of the air conditioning units at the Community Center and the YMCA. G. Courtney: Council Member Danny Lester moved to approve the agreement with American Building Maintenance (ABM) as presented and to authorize the City Manager to execute the documents. Council Member Tres Clinton seconded, the motion carried unanimously.

<u>M. Lewis:</u> No action was taken. Council Member Tres Clinton reviewed the discussion in the City Council and Planning and Zoning Commission joint workshop on the tree ordinance. Discussion included possible creation of an incentive program, remove home owner portion of the ordinance and a review of the penalty chart. A draft of the revised ordinance will be presented by staff to Council at a future meeting.

REPORTS: None.

Addendum to the City Council Agenda: Department and Committee Reports/Briefings: The City Council may or may not receive a briefing dependent upon activity or change in status regarding the matter. The listing is provided to give notice to the public that a briefing to the Council on any or all subjects may occur.

<u>REQUESTS FROM COUNCIL FOR FUTURE REPORTS:</u> An update on the street repair list from the Street Committee.

<u>ADJOURN:</u> There being no further business a motion to adjourn was made by Council Member Mary Jane Shanes at 7:14 p.m., seconded by Council Member Danny Lester. The motion carried unanimously.

ATTEST:	Crista Goble Bromley, Mayor
Kelly Dix, City Secretary	



Police Department

ITEM 3.1

Paul Nelson Police Chief (512)-756-6046 pnelson@cityofburnet.com

Agenda Item Brief

Meeting Date: January 28, 2020

Agenda Item: Public Hearing: City of Burnet Minor Curfew Ordinance:

P. Nelson

Background: As stated in LGC §308.001-§308.008, any Municipality which

adopts a juvenile curfew ordinance must review that ordinance before the third anniversary date of its adoption, and every third year thereafter. The City Council shall conduct public hearings on the need to continue the ordinance, review the ordinances affects on the community and on problems the ordinance was intended to remedy, abolish, continue, or modify the ordinance. Failure to comply shall cause the

ordinance to expire

Information: A legal ad was published in the Burnet Bulletin for

publication on January 22nd and 5th, 2020.

Fiscal Impact: None at this time.

Recommendation: None at this time.



Human Resources Department

ITEM 4.1

Kelli Sames Director of Human Resources (512)-715-3213 ksames@cityofburnet.com

Agenda Item Brief

Meeting Date: January 28, 2020

Agenda Item: Discuss and consider action: SECOND AND FINAL

READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING SECTION 8.12 (MILITARY LEAVE) OF THE CITY OF BURNET PERSONNEL POLICY AND PROCEDURES MANUAL; PROVIDING SEVERABILITY; PROVIDING AN EFFECTIVE DATE, PROVIDING OPEN MEETINGS CLAUSE(S); AND

PROVIDING FOR RELATED MATTERS: K. Sames

Background: The City of Burnet currently has in effect an Employee

Personnel Policy Manual that was adopted by City Council on December 8, 2009 with an effective date of December 8, 2009. Since the original adoption, recommended revisions to

the Personnel Policy have occurred from time to time.

Information: Included in the Personnel Policy Manual is No. 8.12, Military

Leave. The current policy is very brief in outlining the City's policy for administering military leave for eligible employees. The policy has been rewritten, reviewed, and approved by legal counsel to provide clarification on the intent of the benefit regarding use of military leave. The updated policy outlines the intent of the leave, notice requirements, compensation while on leave, benefit entitlement while on leave, and reemployment rights upon return from approved military leave.

The existing policy states: "Regular employees of the City who are members of the State Military Forces or members of any of the Reserve Components of the Armed Forces of the United States are entitled to leave of absence in accordance with state and federal regulations.

Military leave will be granted to regular full-time employees of the City who attend regular annual military training duty, and meet the requirements listed below. This leave must be scheduled with the department head and City Manager and shall be granted without loss of time or efficiency rating. Supporting documents and leave orders should be furnished to the department supervisor prior to taking leave. Such documents shall be placed with the timesheets. During the period of standard military duty, employees shall continue to accrue sick leave and vacation as well as be compensated for any holiday the same as a regular employee on vacation at the time of the holiday.

Requests for approval of military leave must have copies of the relevant military orders attached. Regular employees of the City who enter active duty with the State Military Forces or with the Armed Forces of the United States for more than fifteen (15) consecutive calendar days in any year are entitled to be restored to employment subject to the provisions of the law upon release from active duty and shall be treated as an employee on extended leave of absence."

The proposed Military Leave policy is attached with Ordinance No. 2020-01.

There have been no changes to Ordinance 2020-01 since the first reading on January 14, 2020.

Fiscal Impact:

Salary and benefits for employees eligible for paid military leave will be administered in accordance with policy guidelines.

Recommendation:

Approve and adopt Ordinance 2020-01, updating Personnel Policy No. 8.12 Military Leave as presented.

ORDINANCE NO. 2020-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING SECTION 8.12 (MILITARY LEAVE) OF THE CITY OF BURNET PERSONNEL POLICY AND PROCEDURES MANUAL; PROVIDING SEVERABILITY; PROVIDING AN EFFECTIVE DATE, PROVIDING OPEN MEETINGS CLAUSE(S); AND PROVIDING FOR RELATED MATTERS.

Whereas, the City of Burnet has previously adopted Ordinance No. 2009-31 the Personnel Policy Manual December 8, 2009; and

Whereas, the City of Burnet, due to changes in policies, and state or federal law from time to time, needs to make certain amendments to said policies; and

Whereas, amendments to said policies are necessary for the betterment of the City's employees and to ensure proper efficiency in City operations.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, THAT:

- **Section 1.** Findings of Fact. The findings and recitations set out hereinabove are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.
- **Section 2.** Repeal of Conflicting Ordinances. All Ordinances or parts thereof in conflict herewith are amended to the extent of such conflict only.
- **Section 3.** Adoption of Amended Personnel Policy. Section 8.12 of the City's Personnel Policy is hereby amended, repealed and replaced in its entirety with Exhibit "A" attached herewith.
- **Section 4. Severability.** If any provision of this ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications hereof which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.
- **Section 5.** Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Loc. Gov't. Code.
- **Section 6.** Effective Date. This ordinance shall take effect immediately upon its adoption by the City Council and publication as required by the Local Government Code.

PASSED AND APPROVED the first reading of	on this 14th day of January 2020.
FINALLY PASSED AND APPROVED on this	28th day of January 2020.
ATTEST:	CITY OF BURNET, TEXAS
	Crista Goble Bromley, Mayor
Kelly Dix, City Secretary	

8.12 MILITARY LEAVE – Proposed for Effective Date 1-28-2020

The City complies with all state and federal laws relating to employees in reserve or active military service and does not discriminate against employees who serve in the military. Temporary employees who have brief or non-recurrent positions with the City and who have no reasonable expectation that their employment with the City will continue indefinitely or for a significant period of time are generally ineligible for extended paid military leave in excess of 15 days, re-employment rights, or any other military leave benefits under this policy.

This policy covers employees who serve in the uniformed services in a voluntary or involuntary basis, including active duty, active duty for training, initial active duty for training, inactive duty training, and full-time National Guard duty.

Notice to City of Need for Leave. Employees must provide as much advance written or verbal notice to the City as possible for all military duty (unless giving notice is impossible, unreasonable, or precluded by military necessity). Absent unusual circumstances, such notice must be given to the City no later than 24 hours after the employee receives the military orders. To be eligible for paid military leave, employees must complete and submit a Leave Request Form along with the official documents setting forth the purpose of the leave and, if known, its duration. The Leave Request Form must be turned into the Department Director and the Director of Human Resources as far in advance of the leave as possible.

Paid and Unpaid Leave for Training and Duty.

COMPENSATION

<u>Full Pay For Up to 15 Days.</u> An employee shall be eligible for paid leave for military duty for a maximum of fifteen (15) workdays (120 hours, or 180 hours for an employee in a shift firefighter or police position), during the federal fiscal year (October 1 through September 30). This leave may be used when an employee is engaged in National Guard or U.S. armed forces reserve training or active military duty ordered or approved by proper military authority. The paid leave days may be consecutive or scattered throughout the year. An employee who qualifies for this leave may request an annual accounting of the use of this leave. Military leave will not count as time worked for the purposes of determining overtime.

<u>Other Paid Leave.</u> An employee who has exhausted all available paid military leave may, at their option, use any other available paid leave time (i.e., vacation leave, holiday leave and compensatory time) to cover their absence from work.

<u>Unpaid Leave.</u> After an employee has exhausted all available paid military leave (including any other paid leave time that the employee chooses to use

to cover a military absence), the employee will be placed on leave without pay until their military leave duty is complete and they return to work.

Benefits. The City will continue to provide employees on paid military leave with the following City benefits.

<u>Medical and Dental.</u> While an employee is on paid military leave (or any military leave of less than 31 days), the City will continue to pay its portion of the monthly premium for group health benefits. When military leave is unpaid, the employee may elect to continue group health coverage for up to 24 months following separation of employment or until the employee's reemployment rights expire, whichever event occurs first, for the employee and eligible dependents.

Upon an employee's return to employment following military service, the City will provide health insurance coverage immediately. In addition, a returning employee will not be subjected to exclusions from coverage unless the exclusions apply to injuries or conditions that were incurred as a result of military service.

Other Benefits. While on *paid* military leave, employees continue to accrue vacation, sick leave and other benefits provided to other employees on paid leave. The City will also continue to pay the premium for any City-provided life insurance while the employee is on *paid* military leave. While on unpaid military leave, employees are generally ineligible for most City-provided benefits. Benefits, such as vacation and sick leave, do not accrue while an employee is on unpaid leave, including unpaid military leave. While on unpaid military leave, benefit accruals will be suspended and will resume upon the employee's return to active employment. Once an employee returns to work following an unpaid leave, the employee will be treated as though continuously employed for purposes of determining benefits based on length of service, such as vacation accrual and longevity pay.

<u>TMRS</u>. Typically, an employee's period of uniformed service is deemed to constitute service for purposes of vesting and benefit accrual. Thus, employees earn service credit for time spent on active duty military leave. Service time is credited when an employee returns to work. To qualify for service credit, an employee must: return to work for the City within 90 days after discharge; receive an honorable discharge; and timely complete the TMRS USERRA Military Service Credit Application. In order to receive monetary credit, an employee has the lesser of 5 years or 3 times the length of the military service to make up any TMRS contributions that were missed while on military leave.

RETURNING FROM LEAVE

<u>Re-employment Rights.</u> An employee who completes his/her military service shall be re-employed in the position they would have had if they had been continuously employed, pursuant to 38 U.S.C. Section 4313, as amended.

<u>Deadline to Notify City of Intent to Return to Work.</u> The deadline for an employee to return to work and/or notify the City that the employee intends to return to work following military leave depends upon how long the employee's military service lasted:

- For service of **less than 31 days**, employees have 8 hours following their release from service to report for their next scheduled work period.
- For service **between 31 days and 180 days**, employees have 14 days following their release from service to apply for re-employment.
- For service of more than 180 days, employees have 90 days following their release from service to apply for re-employment.

These deadlines may be extended for 2 years or more when an employee suffers service-related injuries that prevent the employee from applying for re-employment or when circumstances beyond the employee's control make reporting within the time limits impossible or unreasonable.

Required Documentation. To qualify to return to work, an employee returning from leave must provide to the Human Resources department, documentation of the length and character of military service. Also, if the military leave lasted more than 31 calendar days, the employee must submit documentation of discharge or release under honorable conditions. Such documentation must be provided not later than the deadline for returning to work as stated above.

<u>Changed Circumstances.</u> If the City's circumstances have changed to such an extent that it would be impossible or unreasonable to reemploy an employee, the City may not be required to reemploy an employee following their return from military leave. For example, a reduction-in-force that eliminates the position held by an employee returning from leave may excuse the City from its obligation to reemploy the employee. In addition, the City will make efforts to reemploy and accommodate an employee who was injured or has an aggravated injury while on military duty either in the same, equivalent position or the nearest approximation where they are qualified. The City is not required to make efforts to qualify returning employees for particular positions or to make accommodations for employees who suffered service-related disabilities when such efforts or accommodations would impose an undue hardship on the City.



Public Works

ITEM 4.2

Gene Courtney
Public Works Director
(512)-756-2402
qcourtney@cityofburnet.com

Agenda Item Brief

Meeting Date: January 28, 2020

Agenda Item: Discuss and consider action: SECOND AND FINAL READING

OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AMENDING CHAPTER 110, SECTIONS110-29, 110-73 AND 100-74 OF THE CODE OF ORDINANCES; AMENDING UTILITY TAP AND CONNECTION FEES; PROVIDING SEVERABILITY AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR OTHER RELATED MATTERS:

G.Courtney

Background: Council and staff previously had conversations about

reviewing the Water/ Wastewater Tap Fees in the City Ordinance. Staff's review was specific to a few areas. First, how did the body of the section present the charge for service installation and what work went into providing that service. Second, does the current ordinance represent the actual true cost of providing those services with today's city practices.

Information: After review staff is recommending to remove the terms

Standard and Non-standard tap fee and create an Installation Charge and a Tap Fee. This change is to separate the two processes and identify the appropriate charges for each one.

There have been no changes to the Ordinance 2020-02 since

the first reading on January 14, 2020.

Fiscal Impact: Dependent on the number and types of service.

Recommendation: Approve and adopt Ordinance 2020-02 as presented.

ORDINANCE NO. 2020-02

AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AMENDING CHAPTER 110, SECTIONS110-29, 110-73 AND 100-74 OF THE CODE OF ORDINANCES; AMENDING UTILITY TAP AND CONNECTION FEES; PROVIDING SEVERABILITY AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR OTHER RELATED MATTERS

Whereas, the City provides, or causes to be provided electrical services to all residences and businesses within the City;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, THAT;

Section. 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section. 2. Amendment. Sections 110-29, 110-73 and 110-74 of the Code of Ordinances of the City of Burnet shall be amended in its entirety:

Sec. 110-29. - Water Connection Fees.

- (a) Connection Fees. Connections with the municipal waterworks system with an existing tap shall be charged a Water Meter Installation Charge and Impact Fee, as provided for herein. Connections with the municipal waterworks system without an existing tap shall be charged a Water Meter Installation Charge, Water Tap Fee and Impact Fee, as provided for herein. Each building or residence will be classified as a separate connection.
- (b) Water Meter Installation Charge. The Water Meter Installation Charge for service shall be as follows:

Meter Size	Meter Installation Charge
³ / ₄ Meter	\$425
1" Meter	\$475

The Water Meter Installation Charge for a water meter larger than one (1) inch shall be equal to the cost of installation, which shall include the meter box, fittings, water meter, radio module, labor, equipment and any other related costs.

- (c) Water Tap Fee. The Water Tap Fee shall be equal to the total cost of installation, including materials, equipment and labor. The Water Tap Fee shall include, but not limited to, cutting across a right-of-way, road repairs, cutting through rock and all costs associated with easement acquisition (land surveying, easement purchase price, attorney fees, additional staff time, etc).
- (d) Payment made prior to connection. All fees for service must be paid in-full prior to the connection being made.

Sec. 110-73. - Sewer charges.

- (a) Levy and collection of charges for use of the sewer system. It is hereby determined and declared to be necessary for the city to levy and collect charges from all persons, firms and corporations that are using the sanitary sewer system and the lines of the city. These charges shall be in accordance with the user charge system developed under EPA Grant Project C-48-1638-03. The charges shall be based upon actual sewer use as measured by the average monthly water usage during the winter months of December, January and February. Sewer charges shall be calculated once each year and remain fixed throughout a 12-month period.
- (b) Amendment of sewer user charge system; minimum billing. The sewer user charge system shall be amended to provide for a minimum billing based upon a basic level of service required by all sewer customers including, but not limited to, costs for meter reading, monthly billing, overhead administration services, and wastewater collection and treatment of 2,000 gallons per month.
- (c) Schedules.

Schedule A

Sewer charges:

Minimum Charge	\$30.00
Volumetric rate per 1,000 gallons, or fraction there of	\$5.00

Schedule B

Sewer only with no water service:

Residential	\$57.50 per billing period, or fraction thereof.
Commercial	A commercial customer shall be charged in accordance with this section based on the city's estimation of customer's return flow to the city's wastewater system. The city may, at its discretion,

require the installation, at customer's expense, of a water or wastewater meter to verify return flow.

Sec. 110-74. - Wastewater Connection Fees.

- (a) Connection Fees. Connections with the municipal wastewater system with an existing tap shall be charged a Wastewater Connection Charge and Impact Fee, as provided for herein. Connections with the municipal wastewater system without an existing tap shall be charged a Wastewater Connection Charge, Wastewater Tap Fee and Impact Fee, as provided for herein. Each building or residence will be classified as a separate connection.
- (b) Wastewater Installation Charge. The Wastewater connection charge for service shall be as follows:

Wastewater Connection Fee	\$100.00
---------------------------	----------

- (c) Wastewater Tap Fee. The Wastewater Tap Fee shall be equal to the total cost of installation, including materials, equipment and labor. The Wastewater Tap Fee shall include, but not limited to, with easement acquisition (land surveying, easement purchase price, attorney fees, additional staff time, etc).
- (d) Payment made prior to connection. All fees for service must be paid in-full prior to the connection being made.

Section 4. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 5. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.*

PASSED AND APPROVED on first reading this the 14th day of January 2020

FINALLY PASSED AND APPROVED on this the 28th day of January 2020

CITY OF BURNET, TEXAS

ATTEST:	
	Crista Goble Bromley, Mayor
Kelly Dix, City Secretary	



Public Works Department

ITEM 4.3

Gene Courtney
Public Works Director
(512)-756-2402
qcourtney@cityofburnet.com

Agenda Item Brief

Meeting Date: January 28, 2020

Agenda Item: Discuss and consider action: Approval to use an existing

segment of sewer line as a force main with privately owned

grinder pumps. G.Courtney

Background: Currently there are six lots along the 281 south corridor that

would go without city sewer service with out councils approve of the use of grinder pumps with a force main. The lots are identified in Exhibit "A" that is attached to this council brief.

Information: Even though there is an existing sewer line that runs along the

front property line of these lots', city code states that grinder

pumps need to be approved by council.

Section 98-45 (b)(1)

"All new public wastewater systems shall be designed and constructed to operate on a gravity flow basis by taking advantage of natural topographic conditions and thereby reducing the need for lift stations and force mains. In extreme cases, grinder pumps for any wastewater system may be

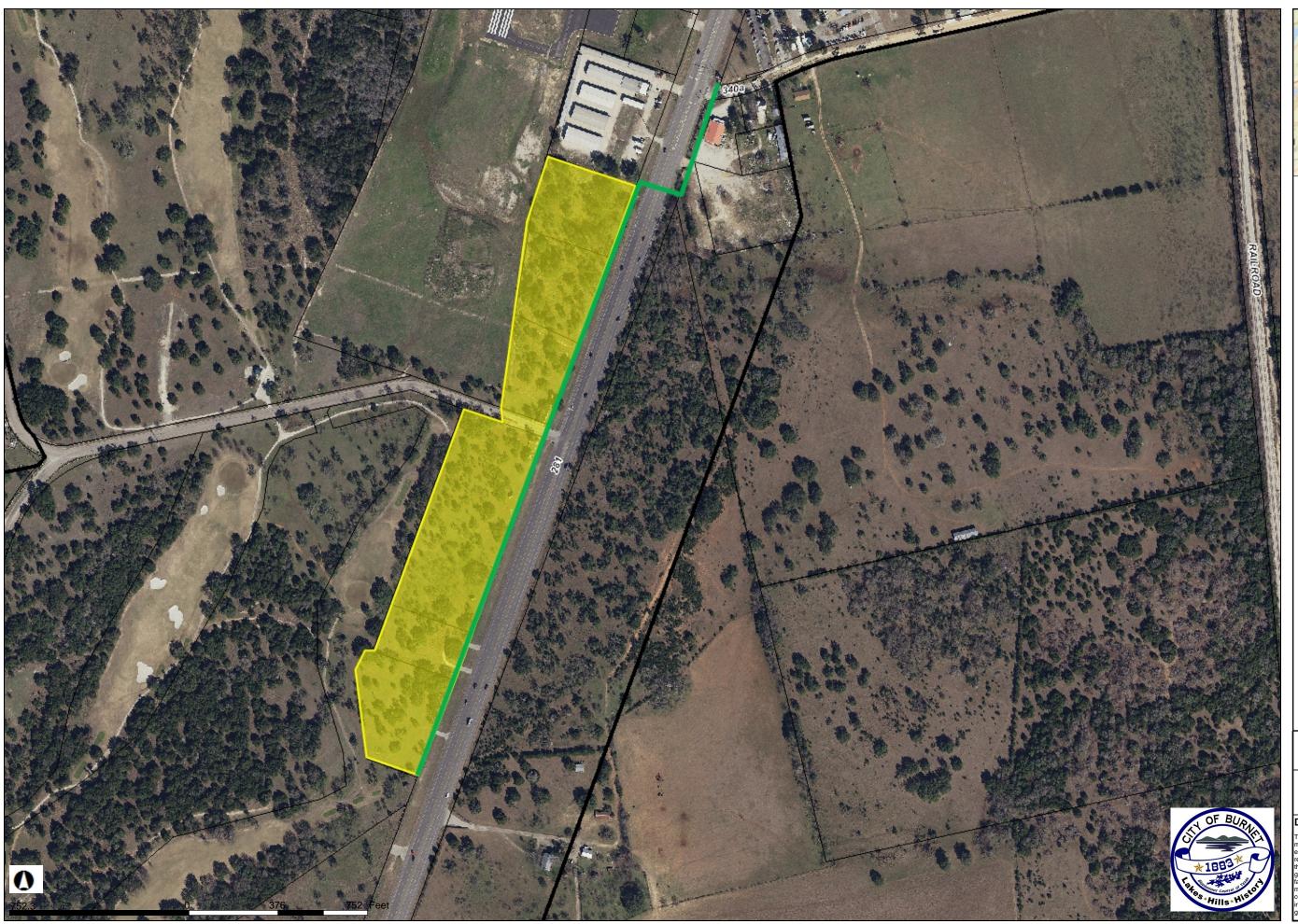
approved by the commission and the council"

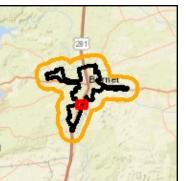
Fiscal Impact: Increased revenue based on sewer charges

Recommendation: Approve the use of grinder pumps and force main sewer to

service the lots identified in Attachment "A" until such time there is an adequate gravity sewer main installed to replace

the existing force main.





LEGEND

City Limit

City ETJ

Road Network

BCAD Ownership

JONES & CARTER, INC.
ENGINEERS PLANNERS SURVEYORS

LAYOUT TITLE

Disclaimer

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Police Department

ITEM 4.4

Paul Nelson Police Chief (512)-756-6404 pnelson@cityofburnet.com

Agenda Item Brief

Meeting Date: January 28, 2020

Agenda Item: Discuss and consider action: FIRST READING OF AN

ORDINANCE ESTABLISHING CURFEWS FOR MINORS; PROVIDING DEFINITIONS; PROVIDING DEFENSES AND EXCEPTIONS; PROVIDING PENALTIES; AND PROVIDING OPEN MEETINGS, SEVERABILITY AND RELATED

CLAUSES: P. Nelson

Background: The City established curfew hours for minors within the city

limits for the protection of such minors and the public health,

safety and welfare of the community.

Information: The City currently imposes a curfew on juveniles within the

city limits and as described in LGC §308.001-§308.008, any Municipality which adopts a juvenile curfew ordinance must review that ordinance before the third anniversary date of its adoption, and every third year thereafter. The next review of

the ordinance will be in Janaury 2023.

Fiscal Impact: None.

Recommendation: Approve the first reading of ordinance 2020-03 as presented.

ORDINANCE NO. 2020-03

AN ORDINANCE ESTABLISHING CURFEWS FOR MINORS; PROVIDING DEFINITIONS; PROVIDING DEFENSES AND EXCEPTIONS; PROVIDING PENALTIES; AND PROVIDING OPEN MEETINGS, SEVERABILITY AND RELATED CLAUSES.

WHEREAS, the City Council of the City of Burnet, Texas finds the establishment of reasonable curfew hours for minors to be necessary and reasonable for the protection of such minors and the public health, safety and welfare;

WHEREAS, the City currently imposes a curfew on juveniles within the city limits; and

WHEREAS, the City has conducted a public hearing on the need to continue the juvenile curfew ordinance; and

WHEREAS, the City has reviewed the effect of the juvenile ordinance; and

WHEREAS, the City finds that continuation of its juvenile curfew ordinance will promote the public welfare;"

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS:

Section. 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section. 2. <u>Curfew.</u> Division 2, entitled "Curfew", Sections 70-36 through 70-41 of the Code of Ordinances of the City of Burnet having expired is hereby reaffirmed and readopted to remain in the Code of Ordinances and shall read as follows:

Sec. 70-36. Short Title. This Division shall be known and may be cited as the "Curfew Hours for Minors Ordinance."

Sec. 70-37. Definitions.

For the purposes of this division the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

Curfew hours means:

- (1) 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday or Thursday until 6:00 a.m. of the following day; and
- (2) 12:01 a.m. until 6:00 a.m. on any Friday or Saturday.

Emergency means an unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes, but is not limited to, a fire, a natural disaster, an automobile accident or any situation requiring immediate action to prevent serious bodily injury or loss of life.

Establishment means any privately-owned place of business operated for a profit to which the public is invited, including, but not limited to, any place of amusement or entertainment.

Guardian means:

- (1) A person who, under court order, is the guardian of a minor; or
- (2) A public or private agency with whom a minor has been placed by a court.

Minor means any person under 17 years of age.

Operator means any individual, firm, association, partnership or corporation, operating, managing or conducting any establishment. The term includes the members or partners of an association or partnership and the officers of a corporation.

Parent means a person who is:

- (1) A natural parent, adoptive parent or step-parent or another person; or
- (2) At least 18 years of age and authorized by a parent or guardian in writing to have the care and custody of a minor.

Public place means any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, highways and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities and shops.

Remain means to:

- (1) Linger or stay; or
- (2) Fail to leave premises when requested to do so by a police officer or the owner, operator or other person in control of the premises.

Serious bodily injury means bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

Sec. 70-38. Curfew related offenses.

- (a) A minor commits an offense if he remains in any public place or on the premises of any establishment within the city during curfew hours.
- (b) A parent or guardian of a minor commits an offense if he knowingly permits, or by insufficient control allows, the minor to remain in any public place or on the premises of any establishment within the city during curfew hours.
- (c) The owner, operator or any employee of an establishment commits an offense if he knowingly allows a minor to remain upon the premises of the establishment during curfew hours.

Sec. 70-39. Exceptions and defenses.

- (a) It is a defense to prosecution under section 70-38 that the minor was:
 - (1) Accompanied by the minor's parent or guardian;
 - (2) On a lawful errand at the direction of the minor's parent or guardian, without any detour or stop;
 - (3) In a motor vehicle involved in interstate travel;
 - (4) Engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop;
 - (5) Involved in an emergency;
 - (6) On the sidewalk abutting the minor's residence of a next-door neighbor if the neighbor did not complain to the police department about the minor's presence;

- Attending an official school, religious or other recreational activity supervised by adults and sponsored by the city, a civic organization or another similar entity that takes responsibility for the minor, or going to or returning home from, without any detour or stop, an official school, religious or other recreational activity supervised by adults and sponsored by the city, a civic organization; or another similar entity that takes responsibility for the minor;
- (8) Exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech and the right of assembly; or
- (9) Married or had been married or had disabilities of minority removed in accordance with Chapter 31 of the Texas Family Code.
- (b) It is a defense to prosecution under subsection 70-38(c) that the owner, operator or employee of an establishment promptly notified the police department that a minor was present on the premises of the establishment during curfew hours and refused to leave.

Sec. 70-40. Enforcement.

Before taking any enforcement action under this division, a police officer shall ask the apparent offender's age and reason for being in the public place. The officer shall not issue a citation or make an arrest under this division unless the officer reasonably believes that an offense has occurred and that, based on any response and other circumstances, no defense in section 70-39 is present.

Sec. 70-41. Penalties.

- (a) A person who violates a provision of this section is guilty of a separate offense for each day or part of a day during which the violation is committed, continued or permitted. Each offense, upon conviction, is punishable by a fine not to exceed \$500.00.
- (b) When required by V.T.C.A, Family Code § 51.08, as amended, the municipal court shall waive original jurisdiction over a minor who violates subsection 70-38(a) of this division and shall refer the minor to juvenile court.
- **Section 3.** <u>Conflicting Ordinances.</u> All ordinances or parts of ordinances inconsistent with or in conflict with this ordinance are hereby amended and repealed to the extent of such inconsistency or conflict.

Section 4. <u>Severability</u>. If any provision of this ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications hereof which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

Section 5. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Loc. Gov't. Code.

Section 6. <u>Effective Date</u>. This ordinance shall take effect immediately upon its adoption by the City Council and publication as required by the Local Government Code.

CITY OF BURNET, TEXAS

PASSED AND APPROVED on First Reading this 28th day of January, 2020.

FINALLY PASSED AND APPROVED on this the 11th day of February, 2020.

	Crista Bromley , Mayor
ATTEST:	
Kelly Dix, City Secretary	



Development Services

ITEM 4.5

Mark S. Lewis Development Services Director (512)-715-3215 mlewis@cityofburnet.com

Agenda Item Brief

Meeting Date: January 28, 2020

Agenda Item: Discuss and consider action: A RESOLUTION OF THE CITY

COUNCIL OF THE CITY OF BURNET, TEXAS, ACCEPTING PUBLIC STREET, WATER, WASTEWATER, AND ELECTRICAL IMPROVEMENTS CONSTRUCTED WITHIN PHASES ONE AND TWO OF THE PEPPER MILL SUBDIVISION; AND FINDING THAT THE MEETING AT WHICH THIS RESOLUTION WAS PASSED WAS OPEN TO

THE PUBLIC AS REQUIRED BY LAW: M. Lewis

Background: The attached resolution accepts the developer installed public

improvements constructed in support of Phases One and Two

of the Pepper Mill Subdivision.

Information: Dillard Development & Consulting, LLC has completed

construction of subdivision improvements located in Phases One and Two of the Pepper Mill Subdivision. These improvements have been inspected by City Staff and have been found to be in compliance with approved subdivision plans and the applicable terms of City of Burnet development regulations. William H Engineering, the project engineer has

provided a concurrence letter

Fiscal Impact: N/A

Recommendation: Adopt the Pepper Mill Phase One and Phase Two acceptance

Resolution R2020-01 as presented.

RESOLUTION NO. R2020-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, ACCEPTING PUBLIC STREET, WATER, WASTEWATER, AND ELECTRICAL IMPROVEMENTS CONSTRUCTED WITHIN PHASES ONE AND TWO OF THE PEPPER MILL SUBDIVISION; AND FINDING THAT THE MEETING AT WHICH THIS RESOLUTION WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Burnet (Council), Texas, has determined that public street, water, wastewater, and electrical distribution improvements (Improvements) constructed within the Pepper Mill Subdivision Phase One and Phase Two have been constructed in accordance with the construction plans approved for construction of said subdivision;

WHEREAS, Council has further determined that as constructed, said plans have been found to be in compliance with applicable City design specifications; and

WHEREAS, Dillard Development & Consulting, LLC, the developer of the referenced improvements, has satisfied all applicable provisions of the City of Burnet, Code of Ordinances, Chapter 98 – Subdivisions;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, THAT:

Section 1. <u>Findings.</u> The foregoing recitals are hereby found to be true and correct and are hereby resolved by the City Council of the City of Burnet, Texas and made a part hereof for all purposes and findings of fact.

Section 2. <u>Acceptance of Improvements.</u> The City Council hereby accepts for public use and ownership, the street improvements, public water system, public wastewater system, and public infrastructure constructed within and in support of the Pepper Mill Subdivision, Phase One, and Pepper Mill Subdivision, Phase Two.

Section 3. <u>Open Meetings</u>. It is hereby officially found and determined that the meeting at which this resolution is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, *Chapter 551, Tex. Gov't Code.*

PASSED, ADOPTED AND APPROVED by the City Council of the City of Burnet this the 28th day of January, 2020.

	CITY OF BURNET
ATTEST:	Crista Goble Bromley, Mayor
Kelly Dix, City Secretary	



City Secretary

ITEM 4.6

Kelly Dix City Secretary (512)-756-6093 ext. 209 kdix@cityofburnet.com

Agenda Item Brief

Meeting Date: January 28, 2020

Agenda Item: Discuss and consider action: A RESOLUTION OF THE

CITY OF BURNET, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON MAY 2, 2020, TO ELECT THREE CITY COUNCIL MEMBERS; ESTABLISHING THE ELECTION PROCEDURE: AND PROVIDING FOR

RELATED MATTERS: K. Dix

UNA RESOLUCIÓN DE LA CIUDAD DE BURNET,TEXAS, ORDENANDO UNA ELECCIÓN GENERAL A LLEVARSE A CABO EL 2 DE MAYO DE 2020, PARA ELEGIR EL

TRES MIEMBROS DEL CONSEJO (CONCEJALES);

ESTABLECIENDO LOS PROCEDIMIENTOS PARA LA ELECCIÓN; Y PROVEYENDO OTROS ASUNTOS

RELACIONADOS.

Background: Council Member Danny Lester is completing his second term

on Council and is eligble for re-election. Council Member Joyce Laudenschlager is completing her third term and is ineligble to run. Council Member Mary Jane Shanes has

completed her first term and is eligible for re-election.

Information: A General Election will be held on May 2, 2020, to fill the

vacancies. This election will be held in compliance with the laws established by the Texas Election Code and the State

of Texas.

Fiscal Impact: The total estimated election expense is expected not to

exceed \$2.000.

Recommendation: Staff recommends approval of Resolution No. R2020-03

ordering a General Election to be held on May 2, 2020,

to elect three Council Members for the City of Burnet.

RESOLUTION R2020-03

A RESOLUTION OF THE CITY OF BURNET, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON MAY 2, 2020, TO ELECT THREE COUNCIL MEMBERS: **ESTABLISHING** THE **ELECTION** PROCEDURE; AND PROVIDING FOR RELATED MATTERS. UNA RESOLUCIÓN DE LA CIUDAD DE BURNET, TEXAS, ORDENANDO UNA ELECCIÓN GENERAL A LLEVARSE A CABO EL 2 DE MAYO DE 2020. PARA **ELEGIR** TRES **MIEMBROS** DEL CONSEJO (CONCEJALES); ESTABLECIENDO LOS PROCEDIMIENTOS PARA LA ELECCIÓN; Y PROVEYENDO OTROS ASUNTOS RELACIONADOS.

WHEREAS, on May 2, 2020 there shall be elected the following officials for this City: three City Council Members;

POR CUANTO, el 2 de mayo de 2020 se elegirán los siguientes oficiales para esta Ciudad: Alcalde y tres Miembros del Consejo (Concejales) de la Ciudad.

WHEREAS, the Texas Election Code is applicable to said election and this resolution establishes procedures consistent with the Code, and designates the voting place for the election; and

POR CUANTO, el Código Electoral de Texas aplica para dicha elección, y esta resolución establece los procedimientos conformes con el Código, y designa el lugar de votación para la elección; y

WHEREAS, the City of Burnet, Texas (hereinafter the "City") has made provision to contract with Burnet County to conduct the City's general election, pursuant to *Chapter 31, Tex. Elec. Code, and Chapter 791, Tex. Gov't Code* (the "Election Agreement" or "contract"), jointly with Burnet Independent School District and any other political subdivisions that hold elections on the same day in all or part of the same territory of the City, as authorized in *Chapter 271, Tex. Elec. Code;*

POR CUANTO, la Ciudad de Burnet, Texas (más adelante identificado como la "Ciudad"), ha provisto contratar con el Condado de Burnet para conducir la elección general, según el *Capítulo 31, Código Electoral de Texas, y el Capítulo 791, Código Gubernamental de Texas* (el "Contrato de Elección" o "contrato"), conjuntamente con el Distrito Escolar Independiente de Burnet y cualquier otras subdivisiones políticas que celebran elecciones el mismo día en todo o en parte del mismo territorio de la Ciudad, según lo autoriza el *Capítulo 271, Código Electoral de Texas*;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AHORA, POR LO TANTO, QUEDE RESUELTO Y ORDENADO POR EL CONSEJO DE LA CIUDAD DE BURNET, TEXAS:

SECTION 1. General Election. The General Election of the City shall be held on Saturday, May 2, 2020, to elect three City Council Members, to serve a term of two (2) years each. Candidates at the election for the above offices shall file their application to become

candidates with the City Secretary of the City of Burnet, at City Hall, 1001 W. Buchanan, Ste. 4, Burnet, Texas 78611, between 8:00 a.m. on January 15, 2020 and 5:00 p.m. on February 14, 2020. All applications for candidacy shall be on a form as prescribed by the *Tex. Elec. Code*. The order in which the names of the candidates for each office are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary.

SECCIÓN 1. Elección General. La Elección General de la Ciudad se llevará a cabo el sábado, 2 de mayo de 2020, para elegir tres Miembros del Consejo (Concejales) de la Ciudad, para servir un término de dos (2) años cada uno. Los candidatos en la elección para los puestos antes mencionados deberán someter su solicitud para candidatos a la Secretaria de la Ciudad, en la Casa Municipal (Alcaldía), 1001 W. Buchanan, Salón (Suite) 4, Burnet, Texas 78611, entre las 8:00 a.m. el 15 de enero de 2020 y las 5:00 p.m. el 14 de febrero de 2020. Todas las solicitudes para candidatura deberán estar en una forma prescrita por el *Código Electoral de Texas*. El orden en el cual los nombres de los candidatos para cada puesto será impreso en la boleta se determinará por un sorteo a conducirse por la Secretaria de la Ciudad.

SECTION 2. Notice of the election shall be given and the election shall be held in compliance with the provisions of the *Tex. Elec. Code* in all respects. The ballots for the election shall comply with the *Tex. Elec. Code* and be in the form provided by the City to the Burnet County Clerk for use on the voting devices and ballots used by Burnet County.

SECCIÓN 2. El aviso de la elección será dado y la elección será celebrada conforme a las provisiones del *Código Electoral de Texas* en todos los respectos. Las boletas para la elección serán conformes al *Código Electoral de Texas* y deberán ser en la forma provista por la Ciudad al Secretario del Condado de Burnet para ser usadas en los equipos de votación y las boletas usadas por el Condado de Burnet.

SECTION 3. The Burnet County Clerk and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election in the manner provided by contract with the City and the law governing the holding of general elections by home rule cities of the State of Texas; and the official ballots, together with such other election materials as are required by the *Tex. Elec. Code*, shall be prepared in both the English and Spanish languages and shall contain such provisions, markings and language as is required by law.

SECCIÓN 3. El Secretario del Condado de Burnet y sus empleados y nombrados asistentes, y los jueces electorales, jueces alternos, y escribientes debidamente nombrados para la elección, celebrarán y conducirán la elección de la manera provista por el contrato con la Ciudad y por la ley que gobierna el conducir elecciones por ciudades autónomas del Estado de Texas; y las boletas oficiales, junto con todos materiales electorales requeridos por el *Código Electoral de Texas*, serán preparados en ambos inglés y español y deberan tener tales provisiones, marcas, y lenguaje según lo requiere la ley.

SECTION 4. Early voting, both by personal appearance and by mail, will be conducted by the Burnet County Clerk, who is designated and appointed as the Early Voting Clerk, in accordance with the *Texas Election Code*. Early voting by personal appearance shall be conducted at the times, places, and locations authorized by state law and the Burnet

County Clerk. Early voting shall commence on Monday, April 20th, 2020 and continue through Tuesday, April 28, 2020. Early voting shall also be held at any time and location authorized by the Burnet County Clerk.

SECCIÓN 4. La votación adelantada/temprana, en persona y por correo, se conducirá por el Secretario del Condado de Burnet, quien es designado y nombrado como el Escribiente de la Votación Adelantada/temprana, de acuerdo con el *Código Electoral de Texas*. La votación adelantada/temprana en persona se conducirá durante las horas, los lugares, y locales autorizados por la ley estatal y por el Secretario del Condado de Burnet. La votación adelantada/temprana comenzará el lunes, 20 de Abril de 2020, y continuará hasta el martes, 28 de Abril de 2020.

SECTION 5. The election precincts for the election shall be the election precincts established by Burnet County, provided that each shall contain and include geographic area that is within the City. The polling place for each such election precinct shall be the polling place established by Burnet County for such election precincts in Burnet County and voting by residents of the City. The polls shall remain open on the day of the election from 7:00 a.m. to 7:00 p.m. The returns for precincts in Burnet County will be provided by precinct and the Burnet County Clerk shall tabulate and provide the election returns for the election.

SECCIÓN 5. Los recintos electorales para la elección serán los recintos electorales establecidos por el Condado de Burnet, proveyendo de que cada uno tenga e incluya el area geográfica que está dentro de la ciudad. El lugar de votación para dicho recinto electoral será el lugar de votación establecido por el Condado de Burnet para dichos recintos electorales en el Condado de Burnet y para votar por residentes de la Ciudad. Los lugares de votación se mantendrán abiertos el día de la elección desde las 7:00 a.m. hasta las 7:00 p.m. Los resultados por recintos en el Condado de Burnet serán provistos por recinto, y el Secretario del Condado de Burnet deberá tabular y proveer los resultados electorales para la elección.

SECTION 6. The City Secretary, or designee, is instructed to aid the Burnet County Clerk in the acquisition and furnishing of all election supplies and materials necessary to conduct the election as provided by the Election Agreement. The City Secretary is further authorized to give or cause to be given notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the *Tex. Elec. Code* and *City Charter*, provided that, pursuant to the Election Agreement between Burnet County and the City, the Burnet County Clerk shall have the duty and be responsible for organizing and conducting the election in compliance with the *Tex. Elec. Code*; and for providing all services specified to be provided in the Election Agreement. The Burnet County Clerk shall give the notices required by the *Tex. Elec. Code* to be given for the election not required to be given by the City under the Election Agreement.

SECCIÓN 6. La Secretaria de la Ciudad, o su designado, queda por este medio instruída a proveer ayuda al Secretario del Condado de Burnet en la adquisición y provisión de todos los materiales y provisiones necesarios para conducir la elección, según lo provee el Contrato de Elección. La Secretaria de la Ciudad está además autorizada a dar o a causar que se den los avisos requeridos para la elección, y a tomar cualquier otra acción adicional según se requiera para conducir la elección conforme con el *Código Electoral de Texas* y la *Carta Constitucional*, proveyendo que, de acuerdo con el Contrato de

Elección entre el Condado de Burnet y la Ciudad, el Secretario del Condado de Burnet tendrá la obligación y será responsable de organizar y conducir la elección cumpliendo con el *Código Electoral de Texas*; y de proveer todos los servicios especificados a ser provistos en el Contrato de Elección. El Secretario del Condado de Burnet dará los avisos requeridos por el *Código Electoral de Texas* a ser dados para la elección que no seab requeridos a darse por la Ciudad bajo el Contrato de Elección.

SECTION 7. The presiding judges, alternate presiding judges and clerks for the election shall be selected and appointed by Burnet County and its appointees in compliance with the requirements of state law, and such judges and clerks so selected by Burnet County and its appointees are hereby designated and appointed by the city council as the election officers, judges and clerks, respectively, for the holding of said general election. The presiding judges, alternate presiding judges and clerks shall perform the functions and duties of their respective positions that are provided by state law. The city council will further confirm and appoint the election judges and alternate election judges that are appointed by Burnet County for the election.

SECCIÓN 7. Los jueces presidentes, jueces presidentes alternos, y escribientes para la elección serán seleccionados y nombrados por el Condado de Burnet y sus funcionarios de acuerdo con los requisitos de la ley estatal, y dichos jueces y escribientes seleccionados por el Condado de Burnet y sus funcionarios quedan por este medio designados y nombrados por el consejo de la ciudad como los oficiales electorales, jueces y escribientes, respectivamente, para llevar a cabo dicha elección general. Los jueces presidentes, jueces presidentes alternos, y escribientes deberán desempeñar las funciones y deberes de sus respectivas posiciones según lo provee la ley estatal. El consejo de la ciudad confirmará y nombrará los jueces electorales y jueces electorales alternos que sean nombrados por el Condado de Burnet para la elección.

SECTION 8. Notice of the election shall be given by posting a notice containing a substantial copy of this resolution on the bulletin board used for posting notice of meetings of the governing body at the City Hall and at the aforesaid election day polling places not later than the twenty-first (21st) day before the election, and by publishing said Notice of Election at least one time, not earlier than thirty (30) days no later than ten (10) days prior to said election, in a newspaper of general circulation in the City. The notice that is posted, and the notice that is published in a newspaper of general circulation within the city, will be written in both English and Spanish.

SECCIÓN 8. El aviso de la elección se dará fijando un aviso que contenga una copia substancial de esta resolución en el tablón de edictos que se usa para dar aviso de reuniones del cuerpo gubernamental en la Casa Municipal (Alcaldía) y en los antedichos lugares de votación el día de la elección no más tarde del vigésimo-primer (21) día antes de la elección, y publicando dicho Aviso de la Elección por lo menos una vez, no antes de treinta (30) días ni más tarde de diez (10) días antes de dicha elección, en un periódico de circulación general en la Ciudad. El aviso que se fije, y el aviso que se publique en el periódico de circulación general en la ciudad, será escrito en ambos inglés y español.

SECTION 9. The election shall be held and conducted by the Burnet County Clerk in compliance with state law and the Election Agreement. And, this Resolution shall be in force and effect from and after its passage on the date shown below.

SECCIÓN 9. La elección se llevará a cabo y se conducirá por el Secretario del Condado de Burnet de acuerdo con la ley estatal y el Contrato de Elección. Y, esta Resolución estará vigente y tomará efecto desde y luego de haberse pasado en la fecha mostrada abajo.

SECTION 10. It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, *Chapter 551, Texas Government Code*.

SECCIÓN 10. Queda por este medio establecido y determinado oficialmente que esta reunión se condujo abierta al público, y que se dio aviso público de la hora, el lugar, y el propósito de dicha reunión, todo como lo requiere la Ley de Reuniones Abiertas (Open Meetings Act), *Capítulo 551* del *Código Gubernamental de Texas*.

CITY OF BURNET, TEXAS

AND, IT IS SO RESOLVED. Y ASI SE HA RESUELTO.

PASSED AND APPROVED this 28th day of January, 2020. **PASADO Y APROBADO** este día 28th de Enero, 2020.

	Crista Goble Bromley, Mayor
	Crista Goble Bromley, Alcalde
ATTEST:	•
ATESTICHA:	

Kelly Dix, City Secretary Kelly Dix, Secretaria de la Ciudad

ORDER OF ELECTION FOR MUNICIPALITIES

An election is hereby ordered to be held on May 2, 2020 for the purpose of: General Election to elect three Council Members.

Early voting by personal appearance will be conducted each weekday at:

AgrLife Auditorium, located at 607 N. Vandeveer Street, Burnet, Texas and the

Marble Falls Courthouse S. Annex, located at 810 Steve Pkwy., Marble Falls, TX

78654.

April 20, 2020	8am-5pm
April 21, 2020	8am-5pm
April 22, 2020	8am-5pm
April 23, 2020	7am-7pm
April 24, 2020	8am-5pm
April 27, 2020	7am-7pm
April 28, 2020	8am-5pm

Applications for ballot by mail shall be mailed to:

Douglas Ferguson Elections Administrator, Burnet County 1701 E. Polk Street Burnet, TX 78611

Applications for ballots by mail must be received no later than the close of business on: **April 12, 2020**

Issued this the 28th day of January, 2020.

Crista Goble Bromley, Mayor

Danny Lester, Council Member

Joyce Laudenschlager, Council Member

Mary Jane Shanes, Council Member

Tres Clinton, Council Member

Paul Farmer, Council Member

Cindia Talamantez, Council Member

Instruction Note: A copy of this election order must be delivered to the County Clerk/Elections Administrator and Voter Registrar not later than 60 days before election day.

ORDEN DE ELECCION PARA MUNICIPIOS

Por la presente se ordena que se llevará a cabo una elelcción el: UNA ELECCIÓN GENERAL A LLEVARSE A CABO EL 2 DE MAYO DE 2020, PARA ELEGIR TRES MIEMBROS DEL CONSEJO (CONCEJALES).

La votación adelantada en persona se llevará a cabo de lunes a viernes en:

Auditorio AgrLife, ubicado en607 N. Vandeveer Street, Burnet, Texas y de Marble Falls Palacio de Justicia S. Anexo, ubicado en810 Steve Pkwy., Marble Falls, TX 78654.

20 de abril de 2020	8am-5pm
21 de abril de 2020	8am-5pm
22 de abril de 2020	8am-5pm
23 de abril de 2020	7am-7pm
24 de abril de 2020	8am-5pm
27 de abril de 2020	7am-7pm
28 de abril de 2020	8am-5pm

Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a:

Doug Ferguson Elections Administrator, Burnet County 1701 E. Polk Street Burnet, TX 78611

Las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse para el fin de las horas de las horas de negocio el **12 de abril de 2020**

Emitida este día 28 de enero de 2020.

Crista Goble Bromley, del Alcalde	Danny Lester, Persona del Concilio
Joyce Laudenschlager, Persona del Concilio	Mary Jane Shanes, Persona del Concilio
Tres Clinton, Persona del Concilio	Paul Farmer, Persona del Concilio
Cindia Talamantez Persona del Concilio	

Nota de instrucción: Se deberá entregar una copia de esta orden de elección al/a la Secretario(a) del Condado/Administrador(a) de Elecciones y el/la Registrador(a) de Votantes a más tardar 60 días antes del día de elección.



Finance Department

ITEM 4.7

Patricia Langford Director of Finance (512) 715-3205 plangford@cityofburnet.com

Agenda Item Brief

Meeting Date: January 28, 2020

Agenda Item: Discuss and consider action: A RESOLUTION ADOPTING

THE CITY OF BURNET, TX, INVESTMENT POLICY AND

NAMING THE INVESTMENT OFFICERS: P. Langford

Background: Dictated by the Public Funds Investment Act.

Information: Must be reviewed and adopted on an annual basis.

Fiscal Impact: None

Recommendation: Staff recommends approval of Resolution R2020-02 adopting

an investment policy for the City of Burnet as presented.

RESOLUTION NO. R2020-02

A RESOLUTION ADOPTING THE CITY OF BURNET, TX, INVESTMENT POLICY AND NAMING THE FINANCE DIRECTOR AND SENIOR ACCOUNTANT AS THE INVESTMENT OFFICERS.

WHEREAS, Chapter 2256 of the Government Code, commonly known as the "Public Funds Investment Act, " requires the city to adopt an investment policy by rule, order, ordinance, or resolution; and

WHEREAS, the Public Funds Investment Act requires the investment officer of the city to attend investment training; and

WHEREAS, the City of Burnet approves the investment training course sponsored by the Texas Municipal League; and

WHEREAS, the investment officers of the city, have attended an investment training course sponsored by the Texas Municipal League as required by the Public Funds Investment Act; and

WHEREAS, the attached investment policy and incorporated strategy comply with the Public Funds Investment Act and authorize the investment of city funds in safe and prudent investments.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS:

That the City of Burnet has complied with the requirements of the Public Funds Investment Act, and the Investment Policy, attached hereto as "Exhibit A," is hereby adopted as the investment policy of the city effective January 28, 2020.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Burnet this the 28th day of January 2020.

	Crista Goble Bromley, Mayor
ATTEST:	
Kelly Dix, City Secretary	

CITY OF BURNET INVESTMENT POLICY

The investment policy of the City is to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the City and conforming with all state and local statutes governing investment of public funds.

SCOPE

The investment policy applies to investment activities of all funds of the City and all funds under the control of the City.

Funds covered by this policy are as follows:

All funds

OBJECTIVES

The primary objectives, in priority order, of the City's investment activities are:

- Safety. Safety of principal is the primary objective of the investment transaction. Investments shall be made in a manner that seeks to ensure the preservation of capital in the overall portfolio.
- 2. Liquidity. The City's investment portfolio shall remain sufficiently liquid to enable the City to meet all operating requirements, which might be reasonably anticipated.
- 3. Return on investment. The City's investment portfolio will be designed with the objective of attaining a rate of return commensurate with the City's investment risk restraints and the cash flow operating requirements.
- 4. Diversification. Diversification may be required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

STANDARD OF CARE

Investments will be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

DELEGATION OF AUTHORITY

Authority to manage the City's investment program is derived from state statutes and City resolutions. The Investment Officers for the City of Burnet designated by the City Manager shall invest and reinvest funds of the City in accordance with the City's investment policy. The Investment Officers shall be responsible for all transactions undertaken and shall establish a system of controls to regulate subordinate officials. The

Investment Officers are Patricia Langford, Director of Finance and Stefani Wright, Senior Accountant.

INVESTMENT TRAINING

It is the City's policy to provide training required by the Public Funds Act, Sec. 2256.008 for the City's Investment Officers. The Investment Officers shall attend at least one training session within twelve months after taking office or assuming duties. In addition, they shall participate in an investment training session not less than once in a two year period consisting of not less than 8 hours of instruction. Training includes education in investment controls, security risks, strategy risks and compliance with the Public Funds Investment Act.

ETHICS AND CONFLICTS OF INTEREST

An Investment Officer who has a personal business relationship with an entity seeking to sell an investment to the City will file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree by affinity or consanguinity, as determined under Chapter 573, to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. These statements must be filed with the Texas Ethics Commission and the City Council.

COLLATERALIZATION

All funds must be insured by the FDIC or FSLIC or by collateral pledged to the extent of the fair market value of any amount not insured. To the extent not insured by the FDIC or FSLIC, City funds must be secured by direct obligations of the United States backed by the full faith and credit of the government or by governmental securities or obligations issued by the State of Texas, its agencies or political subdivisions. Collateral will be held by an independent third party, and a safekeeping receipt will be supplied to the City. The City's bank depository will provide the City with a monthly report on the collateral pledged, and a City representative will have the right to inspect the pledged collateral at any time. Collateral may be substituted; however, the City must approve any substitution of collateral in writing.

INVESTMENT POLICY DISCLOSURE

A written copy of the City's investment policy shall be presented to any person seeking to sell to the City an authorized investment. The registered principal of the business organization seeking to sell an authorized investment shall execute a written instrument substantially to the effect that the registered principal has received and thoroughly reviewed the Investment Policy of the City and acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the City and the organization. The Investment Officers of the City may not buy any securities from a person who has not delivered to the City a written document providing the above information.

AUTHORIZED INVESTMENTS

Investments described below are some of those authorized by the Public Funds Investment Act and considered suitable for investment of City funds:

- 1. Obligations of the United States or guaranteed by the United States. The City may invest in funds in obligation of the United States or its agencies and instrumentalities.
- 2. Certificates of Deposit. The City is authorized to invest its funds in certificates of deposit or other interest bearing accounts of any bank or savings and loan association domiciled in the State of Texas. All certificates of deposit must be fully insured or collateralized. Certificates of deposit should mature one to twenty-four months after purchase with maturity dates falling one to six months apart.
- 3. Public Funds Investment Pools. The City is authorized to invest in public fund investment pools which strive to maintain a stable \$1.00 net asset value and maintain either a "AAA" or "AA" rating from a nationally recognized rating agency.

INVESTMENT STRATEGIES

Investment strategies are developed to attain the investment objectives of the City.

GENERAL FUND AND ENTERPRISE FUNDS

The investment objectives of the City are as follows:

- 1. Safety of Principal
- Liquidity. Availability of funds to meet the monthly operating expenditures of the City in accordance with budgeted expenditures and availability of funds to meet unexpected expenditures.

To attain these objectives, investments should be short term that can be liquidated to assure adequate cash flows as necessary. The weighted average maturity should be 180 days or less.

CAPITAL PROJECTS FUND

The investment objectives of the capital projects fund are as follows:

- 1. Safety of Principal
- 2. Availability of funds to meet construction needs of the City.

To attain these objectives, investment maturities should be structured to mature no later than the date funds will be needed for project payments.

DEBT SERVICE FUNDS

Investment objectives of the debt service funds are as follows:

- 1. Safety of Principal
- 2. Liquidity
- 3. Yield

Since payment of debt is one of the highest priorities of the City, safety of principal should be of the highest priority when selecting an investment. To ensure safety, investments should consist of United States Treasury notes and bills, public fund investment pools, and certificates of deposit. The investment should have a weighted average maturity of 365 days or less and should be structured to insure that the necessary amounts to retire debt on each date will mature 5 days before said due date.

INVESTMENT REPORTS

No less than quarterly, the Investment Officers shall prepare and submit to the City Council a quarterly written investment report. The report must describe in detail the investment position of the City on the date of the report, state the book value and fair market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested. State the maturity date of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested. State the fund for which each individual investment was acquired and state the compliance of the investment portfolio of the City as it relates to the investment policies and investment strategies expressed in the City's Investment Policy and the Public Funds Investment Act.

COMPLIANCE AUDIT

The City, in conjunction with its annual financial audit, shall perform a compliance audit of management controls on investments and adherence to the City's Investment Policy.



Administration

ITEM 4.8

David Vaughn City Manager (512)-715-3208 dvaughn@cityofburnet.com

Agenda Item Brief

Meeting Date: January 28, 2020

Agenda Item: Discuss and consider action: Country Road 100 Waterline

Project Cost-Share Agreement: D. Vaughn.

Background: The City previously entered into an arrangement with Big Leaf

to engineer a waterline along CR 100.

Information: The low bidder was in-line with the engineer's cost estimate.

Big Leaf has verbally agreed to pay half of the cost of the project, which includes relocation of the electric line, up to

\$165,000.

Fiscal Impact: Approximately \$165,000.

Recommendation: Staff recommends approval of the agreement as presented.

WATERLINE PROJECT COST-SHARING AGREEMENT

This WATERLINE PROJECT COST-SHARING AGREEMENT (this "Agreement") is entered into effective on the date of execution as indicated below, between, the City of Burnet, Texas a home rule municipality ("City") and Big Leaf, LTD., a Texas limited partnership, ("Big Leaf"). City and Big Leaf are sometimes referred to in this Agreement individually as a "Participant" and collectively as the "Participants".

RECITALS:

WHEREAS, the Participants previously agreed to share costs for a consulting engineer to provide plans for the construction of a public water line; and

WHEREAS, the Participants desire to enter into this Agreement to memorialize the sharing of costs for the construction, and utilization, of the public water line; and

WHEREAS, the Participants acknowledge and agree that the construction of the water line shall be performed by a Contractor selected by City pursuant to applicable public procurement statutory requirements; and

WHEREAS, the Participants agree that the benefit of this Agreement to Big Leaf is the public water line shall be placed in a location that will provide water connection to real property owned by Big Leaf in accordance with the terms and conditions herein; and

WHEREAS, the Participants agree that the benefit of this Agreement to City is the public water line capacity not used to serve the Big Leaf property shall be made available by City for the development of other properties in close proximity to the water line.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth in this Agreement, for the benefits to be received by the Participants, the mutual promises herein expressed, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Participants agree as follows:

I. DEFINITIONS

Unless the context requires otherwise, and in addition to the terms defined elsewhere in this Agreement, the following words and phrases will have the following meanings when used in this Agreement:

"Allocated Capacity" means the allocation of capacity in the Waterline Facility to Big Leaf that is required under the Code in order for Big Leaf to subdivide the Big Leaf Property into thirteen (13) single-family lots.

"Big Leaf Cost Participation Amount" means 50% of the Construction Cost or One Hundred Sixty-Five Thousand Dollars and 00/100'S (\$165,000.00), whichever is less.

"Big Leaf Property" means approximately twelve (12) acres of real property owned by Big Leaf and more particularly shown in Exhibit "A."

"Certified Funds" means cash, cashier's check or other form of payment, acceptable to City that is guaranteed to clear or settle by the certifying company.

"Code" means the City's Code of Ordinances.

"Construction Contract" means the contract or contracts for providing all labor, material and equipment necessary for the construction of the Waterline Facility.

"Construction Cost" means the cost of constructing the Waterline Facility including the cost of all approved change orders and relocation of the Electric Line; which is estimated to be Three Hundred Thirty Thousand Dollars and 00/100'S (\$330,000.00). The Construction Cost shall not include the cost of engineering the Plans previously paid by Participants.

"Electric Line" means the City of Burnet overhead electric power line located on Big Leaf Property.

"Force Majeure" means an event beyond the reasonable control of a Party obligated to perform an act or take some action under this Agreement including, but not limited to, acts of God, earthquake, fire, explosion, war, civil insurrection, acts of the public enemy, act of civil or military authority, sabotage, terrorism, floods, lightning, hurricanes, tornadoes, severe snow storms or utility disruption, strikes, and lockouts.

"Plans" means the engineering plans prepared by the Project Engineer and labeled "Oak Vista Water Line", as further shown in Exhibit "B".

"Project" means construction of the Waterline Facility and Electric Line relocation.

"Project Engineer" means K.C. Engineering.

"Waterline Facility" means the proposed 2,962 linear feet of twelve (12) inch waterline described in the Plans (stations 10+00 to 39+62).

"Substantial Completion" means the completion of the Waterline Facility to a point at which it can be used for its intended purpose.

II. BIG LEAF'S OBLIGATIONS

- 2.1 Deposit of Funds. Within three (3) days of the Effective Date, Big Leaf shall deposit with the City One Hundred Sixty-Five Thousand Dollars and 00/100'S (\$165,000.00), which represents the estimated Big Leaf Cost Participation Amount ("Deposited Funds"). As provided for herein, the Participants agree that Big Leaf's total contribution to the Construction Cost shall not exceed One Hundred Sixty-Five Thousand Dollars and 00/100'S (\$165,000.00).
- 2.2 Subdivision Plat. Big Leaf agrees that prior to requesting any service connection, Big Leaf shall have the Big Leaf Property subdivided to no more than thirteen (13) single-family residential lots in accordance with the requirements of the Code.
- 2.3 Fees. Request for water service from the Waterline Facility by Big Leaf, or subsequent owners of the Big Leaf Property, shall be subject to the applicable Impact Fees, Tap Fees, Connection Fees and/or other fees required by the Code for the provision of water service for each lot requesting service.

III. CITY'S OBLIGATION

- 3.1 Fiscal Security. City shall require Contractor to provide Payment and Performance and Warranty/Maintenance Bonds in accordance with the Code and procurement statutes.
- 3.2 Insurance. City shall require Contractor, and any subcontractors, at all times while work is being performed, to provide and keep in force liability insurance covering the Participants against liability for property damage and personal injury; and to maintain adequate worker's compensation insurance.
 - 3.3 Liens. City shall prohibit Contractor from placing any liens on Big Leaf Property.
- 3.4 Notice to Proceed. City will issue the notice to proceed to the Contractor within ninety (90) days after receipt of the Deposited Funds.
- 3.5 Construction. City will cause the Contractor to proceed with construction of the Waterline Facility in accordance with all rules, regulations and requirements of any governmental entities with jurisdiction, including the Code. City shall require the Waterline Facility to be constructed in a good and workmanlike manner, and all material used in such construction will be substantially free from defects and fit for its intended purpose. The City will direct the Project Engineer to inspect the construction, and upon the Project Engineer's recommendation, shall issue a letter of acceptance. Big Leaf may, at its own expense, also inspect the construction. The Parties acknowledge that the Electric Line located within Big Leaf's Property must be relocated to provide sufficient room for construction of the Waterline Facility. The City shall cause the Electric Line to be relocated within the public utility easement along Oak Vista Drive previously granted by Big Leaf. City will provide Big Leaf with a monthly construction status reports.

- 3.6 Change Orders. Any change orders applicable to the Construction Contract will be reviewed and approved as follows:
 - a. The Project Engineer will promptly give written notice of any proposed Change Order to the Participants.
 - b. Change orders must be approved by City, as project manager, and the Project Engineer, but will not require approval of Big Leaf provided the change is consistent with the intent of this Agreement and will not substantially interfere with the connection of the Waterline Facility to the Big Leaf Property.
 - c. If the change order would result in the substantially interference with the connection of the Waterline Facility to the Big Leaf Property, approval of Big Leaf will be required.
- 3.7 Completion. Subject to Force Majeure, the City will cause the Waterline Facility to be constructed and to be Substantially Complete and accepted on or before December 31, 2020.
- 3.8 Accounting of Expenses. Within thirty (30) days after Project Completion, the City shall provide Big Leaf with an accounting of the total Construction Cost. Should the total Construction Cost equal or exceed Three Hundred Thirty Thousand Dollars and 00/100'S (\$330,000.00), Big Leaf's financial obligation under this Agreement shall be determined to be satisfied by its Deposited Funds. However, should the total Construction Cost be less than Three Hundred Thirty Thousand Dollars and 00/100'S (\$330,000.00), the actual Construction Cost shall be divided by two and the quotient shall equal the dollar amount to be refunded to Big Leaf. City shall make such refund, if any, within thirty (30) days of the date the City issued the accounting of expenses.
- 3.9 Septic Service. The City recognizing that a material part of the consideration for Big Leaf's participation in the Project is the development of single-family residential lots on Big Leaf Property and does hereby authorize the use of approved septic systems for single-family residential homes on Big Leaf Property.

IV. FORCE MAJEURE

If either Participant is rendered unable by Force Majeure to carry out any of its obligations under this Agreement, whether in whole or in part, then the obligations of that party, to the extent affected by the Force Majeure, will be suspended during the continuance of the inability, provided that due diligence is exercised to resume performance at the earliest practicable time. As soon as reasonably possible after the occurrence of the Force Majeure relied upon to suspend performance, the Participant whose contractual obligations are affected must give written notice and the full particulars of the Force Majeure to the other Participants. If written notice is not given within fifteen (15) days after the alleged event of Force Majeure, then no extension of time will be allowed. The cause, as far as possible, must be remedied with all reasonable diligence. The settlement of strikes, lockouts and other industrial or labor disturbances will be entirely within the discretion of the Participant having the difficulty and the requirement that any Force Majeure be remedied with reasonable dispatch will not require the settlement of strikes, lockouts or other industrial or labor

disturbances by acceding to the demands of the opposing Party if the settlement is unfavorable in the judgment of the affected Participant. The foregoing notwithstanding, Force Majeure may not be claimed in order to extend the due date for any payment under this agreement.

V. DEFAULT

- Participant under this Agreement: (a) failure of a Participant to pay any sum required to be paid by that Participant as and when required under this Agreement, which failure continues for a period of five days after the delivery of written notice to the Participant, advising the Participant of the sum due; or (b) failure of a Participant to perform any of its other obligations hereunder, including a failure by City to cause the Waterline Facility to be constructed and completed as required by this Agreement, which failure continues for a period of fifteen (15) days after the delivery of written notice advising City of the unperformed obligation, however, if the obligation is such that it cannot reasonably be completed within fifteen (15) days, City will not be deemed to be in default if it commences performance within fifteen (15) days after notice and thereafter diligently pursues the performance of the obligation to completion.
- 5.2 Remedies. City's sole remedy in the event Big Leaf fails to timely pay the Deposited Funds, is to terminate this Agreement. Upon City's written notice of such termination neither Participant shall have any further obligation to the other. Big Leaf's sole remedy in the event of City's substantial default under this Agreement is to terminate this Agreement and demand return of the Deposited Funds. Upon Big Leaf's written notice of such termination and City's return of the Deposited Funds, neither Participant shall have any further obligation to the other.
- 5.3 Attorney's Fees. The Participants agree that Attorney's Fees shall not be requested or awarded in the enforcement of this Agreement.

VI. GENERAL PROVISIONS

- 6.1 Term of Agreement. This Agreement will be effective from the date of its execution by the Participants and continue in effect until the Project is complete as contemplated by this Agreement and all Construction Costs have been paid, City has completed the accounting of expenses and Big Leaf is in receipt of any entitled refund of the Deposited Funds, at which time this Agreement will terminate; provided, however, that such termination of this Agreement will not affect Big Leaf's contractual right to its Allocated Capacity.
- 6.2 Participants Bound. This Agreement will be binding upon and inure to the benefit of the Participants and their successors and permitted assigns.
- 6.3 Entire Agreement. This Agreement, including any exhibits attached hereto and made a part hereof, constitutes the entire agreement between the Participants regarding the Project.
- 6.4 Amendment. No amendment of this Agreement will be effective unless it is in writing, approved by both Participants and signed by the authorized representatives of the Participants.

- 6.5 Third Party Beneficiaries. This Agreement is for the sole benefit of the Participants (and their permitted assigns under this Agreement) and the Participants agree that there are no third-party beneficiaries to this Agreement and the transactions contemplated hereunder.
- 6.6 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement or its application to any person or circumstance is ever held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of that provision of this Agreement to any other person or circumstance will not be affected and this Agreement will be construed as if the invalid or unconstitutional portion had never been contained herein.
- 6.7 Applicable Law; Venue. This Agreement will be construed under and in accordance with Texas Law. Venue for any action arising hereunder will be in Burnet County, Texas.
- 6.8 Notice. Any notice ("*Notice*") given under this Agreement must be in writing. Notice may be given or served: (i) by depositing the Notice in the United States Mail, postage paid, certified, and addressed to the Participant to be notified with return receipt requested; (ii) by hand delivering the Notice to the Participant, or an agent of the Participant by messenger or reputable overnight delivery service or (iii) by confirmed facsimile, provided that a copy of the Notice is given in one of the manners specified in (i) or (ii). Notice deposited in the mail in the manner specified will be effective three (3) days after such deposit. Notice given in any other manner will be effective only if and when received by the Participant to be notified. For the purposes of Notice, the addresses of the Participants will, until changed as provided below, be as follows:

CITY: City of Burnet

Att: City Manager P.O. Box 1369 Burnet, Texas 78611

BIG LEAF: Big Leaf

Att: President 114 Louise Lane Burnet, Texas 78611

The Participants may change their respective addresses for purposes of Notice by giving at least five (5) days written notice of the new address to the other Participants.

6.9 Time: Time is of the essence in this Agreement and as to every time constraint and deadline imposed by the terms of this Agreement; however, if any date specified herein or if the last date of any time period specified herein is a Saturday, Sunday or national bank holiday, such date will be extended to the next following day that is not a Saturday, Sunday or national bank holiday. For the purposes of any time periods hereunder, such periods will be deemed to expire at 5:00 p.m., San Antonio, Texas time.

Big Leaf Waterline Construction Cost Sharing Agreement.

Further Documents. The Participants agree to execute and deliver such further legal documents or instruments and to perform such further acts as are reasonably necessary to effectuate

the purposes and intent of this Agreement.

Interpretation. Each Participant has been represented by legal counsel who have 6.11 participated equally in the formulation, drafting, and approval of this Agreement. Therefore, in the

event of any ambiguity, the provisions of this Agreement will not be construed for or against either

Participant based on draftsmanship. Wherever appropriate, the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice versa.

No Joint Venture, Partnership, Agency, etc. This Agreement will not be construed as

in any way establishing a partnership or joint venture, express or implied agency, or employer-

employee relationship between the Participants.

Assignment. Except as otherwise provided herein, a Participant's rights and obligations under this Agreement may not be assigned or transferred without the consent of the other

Participant, which will not be unreasonably withheld or delayed.

Authority. Each Participant represents and warrants to the others that it is now in good 6.14

standing, fully authorized to do business in Texas, in compliance with all applicable laws, rules, and regulations, and fully licensed, authorized, and empowered to sign and perform its respective rights

and obligations under this Agreement without the need for further consent, approval, or ratification

from any other person or entity.

Counterparts. This Agreement may be executed in several counterparts, all of which

are identical and all of which counterparts together will constitute one and the same instrument. To facilitate execution of this Agreement, the Participants may execute and exchange by facsimile counterparts of the signature pages of this Agreement, which will have the force and effect of an

original.

Exhibits. The following exhibits are attached to this Agreement and incorporated

herein by reference:

Exhibit A: Big Leaf Property

Exhibit B: The Plans

6.17 Recitals. The recitals to this Agreement are incorporated herein for all purposes.

Signature Page to follow:

-7-

Big Leaf Waterline Construction Cost Shar	ring Agreement.
Executed to be effective on	, 2020 (which is the Effective Date of this Agreement)
CITY OF BURNET TEXAS:	ATTEST:
David Vaughn, City Manager City of Burnet, Texas	Kelly Dix, City Secretary City of Burnet, Texas
BIG LEAF, LTD	
By: LaVonna Fox Title: President of Little Leaf Inc. a Te	xas Corporation

General partner of Big Leaf, Ltd., a Texas Limited Partnership

EXHIBIT "A"



Big Leaf Waterline Construction Cost Sharing Agreement.

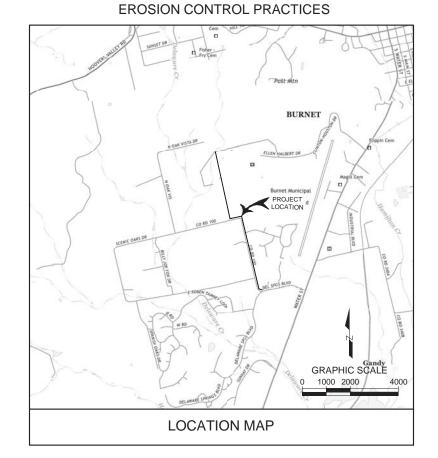
EXHIBIT "B" ENGINEERING PLANS

OAK VISTA WATER LINE

CITY OF BURNET BURNET, TEXAS

CONTRACTOR:
DATE WORK BEGAN:
DATE WORK COMPLETED:
FINAL COST:
LIST OF APPROVED REVISIONS:

CONSTRUCTION OF WATER IMPROVEMENTS: CONSISTING OF WATER MAIN AND APPURTENANCES, DEMOLITION AND RECONSTRUCTION, AND TEMPORARY AND PERMANENT



SHEET NO.	DESCRIPTION
1.0 2.0 2.1 3.0 4.0 - 4.6 5.0 - 5.7	TITLE SHEET GENERAL NOTES SWPPP SUMMARY CONSTRUCTION CONTROL PLAN EXISTING CONDITIONS AND DEMO PLAN EROSION CONTROL PLAN
6.0 - 6.13	WATER PLAN & PROFILE
7.0 - 7.2	WATER DETAILS

LINE

WATER BURNET T, TEXAS

SHEET

COVER



Job No.	18-148	Date:	Rev. No. Date		
Scale (Hor.): AS NOTED	Scale (Vert.): AS NOTED	Checked By: DMS	Remarks		
NOTED	NOTED	Drawn By: I			

SHEET

SUBMITTAL DATE: OCTOBER 2019 DISTURBED ACREAGE: DISTURBED ACREAGE = 2.90 ACRES

SPECIFICATION NOTE:

THESE PLANS ARE GOVERNED BY THE SPECIFICATIONS ENTITLED K.C. ENGINEERING, INC. STANDARD SPECIFICATIONS (3RD EDITION) DATED MAY 2010. ALL REFERENCES TO THE TERM "SPECIFICATIONS" IN THE PLANS SHALL REFER TO THOSE DEFINED ABOVE, UNLESS SPECIFICALLY NOTED OTHERWISE.

WATER IMPROVEMENTS WILL BE MAINTAINED BY THE CITY OF MAINTENANCE:

THESE PLANS AND SPECIFICATIONS ARE IN SUBSTANTIAL COMPLIANCE WITH TCEQ CHAPTER

THESE DRAWINGS ARE FOR ILLUSTRATION PURPOSES ONLY AND NOT TO BE SCALED FOR ANY PURPOSES. K.C. ENGINEERING, INC. AND THE ENGINEER SHALL NOT BE RESPONSIBLE FOR ANYTHING OBTAINED BY SCALING THESE DRAWINGS.

BENCHMARKS					
NAME	NORTHING	EASTING	ELEVATION	DESCRIPTION	
TBM #1	10234772.5057	2952440.4845	1280.29	TOP OF 1/2" IRON PIN WITH "CUPLIN" PROPERTY CAP	
TBM #2	10237571.6814	2951580.6232	1296.12	TOP OF 1/2" IRON PIN WITH "LANDTECH" PROPERTY CAP	
TBM #3	10237707.8430	2951047.7487	1303.55	TOP OF 1/2" IRON PIN WITH "1877" PROPERTY CAP	
TBM #4	10240475.5353	2950333.5588	1303.43	TOP OF NORTHEAST CORNER OF CONCRETE HEADWALL	

OWNER CITY OF BURNET 1001 BUCHANAN DR. SUITE 4 BURNET, TEXAS 78611 PHONE: 512-323-5252 FXT 21 WEBSITE: WWW.CITYOFBURNET.COM

ENGINEER D. MARTIN STARY, P.E. K.C. ENGINEERING, INC. 705 N. HWY. 281 PLAZA I. SUITE 103 MARBLE FALLS, TEXAS 78564 PHONE: 830-693-5635 EMAIL: STARYM@KCENGINEERING.COM

SURVEYOR CODEY CUPLIN, RPLS CUPLIN & ASSOCIATES LAND SURVEYORS & PLANNERS, INC. 1500 OLLIE LANE MARBLE FALLS, TEXAS 78654 PHONE: 830-693-8158 EMAIL: CCUPLIN@CUPLINASSOCIATES.COM

GENERAL NOTES:

- ALL IMPROVEMENTS SHALL BE MADE IN ACCORDANCE WITH THESE APPROVED PLANS. ANY ADDITIONAL IMPROVEMENTS WILL REQUIRE PLAN REVISIONS AND APPROVAL OF THE ENGINEER OWNER AND CITY OF BURNET
- CONTRACTORS SHALL CALL THE TEXAS ONE CALL SYSTEM AND APPLICABLE SERVICE PROVIDERS FOR UTILITY LOCATIONS PRIOR TO ANY WORK IN THE EASEMENTS OR ROADWAY
- THE CONTRACTOR SHALL NOTIFY THE COUNTY AND/OR CITY AT LEAST FORTY-FIGHT (48) HOURS PRIOR TO ANY INSTALLATION OF A DRAINAGE FACILITY WITHIN A DRAINAGE EASEMENT OR ROADWAY RIGHT-OF-WAY OR PRIOR TO INSTALLATION OF ANY TEMPORARY TRAFFIC CONTROL MEASURES
- ALL CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH APPLICABLE REGULATIONS OF THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION COPIES OF THE OSHA STANDARDS MAY BE PURCHASED FROM THE U.S. GOVERNMENT PRINTING OFFICE. INFORMATION AND RELATED REFERENCE MATERIALS MAY BE PURCHASED FROM OSHA, 903 SAN JACINTO, RM, 319, AUSTIN, TEXAS 78701,
- THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF BURNET NONPOINT-SOURCE POLLUTION CONTROL ORDINANCE.
- THE CONTRACTOR SHALL NOT DISPOSE OF SURPLUS EXCAVATED MATERIAL FROM THE SITE WITHOUT THE APPROVAL OF THE CITY OF BURNET AND OWNER. APPROVAL SHALL INCLUDE THE DISPOSAL SITE
- CONTRACTOR IS RESPONSIBLE FOR DEMOLITION OF ANY FACILITY ON SITE.
- ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE RESTORED AND GRADED TO DRAIN
- 9. UPON APPROVAL OF THE ENGINEER, ALL DEBRIS AND EXCESS MATERIAL SHALL BE REMOVED
- 10. THE INFORMATION CONTAINED ON THESE DRAWINGS IN REGARDS TO EXISTING UTILITIES TOPOGRAPHY, CONTOURS, OR SUBSURFACE CONDITIONS IS FURNISHED SOLELY AS THE INFORMATION AVAILABLE AT THIS TIME. ITS ACCURACY IS NOT GUARANTEED AND ITS USE IN NO WAY RELIEVES THE CONTRACTOR OF ANY RESPONSIBILITY FOR LOSSES DUE TO ANY INACCURACIES
- 11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING A NOTICE OF INTENT (N.O.I.) TO THE TOEQ FOR THE TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM (TPDES) 48 HOURS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING A NOTICE OF TERMINATION (N.O.T.) UPON COMPLETION OF THE
- 12. ALL MATERIALS AND CONSTRUCTION PROCEDURES WITHIN THE SCOPE OF THIS PROJECT SHALL CONFORM TO THE PROJECT SPECIFICATIONS. APPLICABLE BUILDING CODE AND REGULATIONS, AS WELL AS OTHER SAFETY CODES AND INSPECTION PROVISIONS APPLICABLE TO THE PROJECT AND REQUIREMENTS OF THE CITY OF BURNET FIRE DEPARTMENT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ALL PERMITS, TESTS, APPROVALS, AND ACCEPTANCES REQUIRED TO COMPLETE THE CONSTRUCTION OF THIS PROJECT.
- 14. ALL ITEMS NOT SPECIFICALLY CALLED FOR ON THE PLANS, OR IN THE SPECIFICATIONS, BUT NECESSARY TO REASONABLY CONSTRUCT THE FACILITY OR IMPROVEMENT, SHALL BE CONSIDERED INCIDENTAL TO THE OVERALL PROJECT AND NO SEPARATE PAY ITEMS WILL BE MADE FOR THESE ITEMS.
- 15. THE CONTRACTOR SHALL EXCAVATE AROUND EXISTING UTILITIES WHICH INTERSECT THE PROPOSED ALIGNMENT OF THE SERVICES AND NOTIFY THE OWNER'S REPRESENTATIVE OF POTENTIAL CONFLICTS, PRIOR TO ANY CONSTRUCTION IN THE AREA.
- 16. THE LOCATIONS AND DEPTHS OF EXISTING UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE ONLY. ACTUAL LOCATIONS AND DEPTHS OF UTILITIES MUST BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.
- 17. ALL UTILITY CONNECTIONS TO FACILITIES SHALL BE COORDINATED WITH THE ENGINEER OR
- 18. PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED TO THE ELEVATIONS AND GRADES INDICATED: HOWEVER, DEPTH OF BURY FOR ALL PIPE SHALL BE A MINIMUM OF 3', UNLESS OTHERWISE NOTED
- 19. NO WATER JETTING IS ALLOWED ON THIS PROJECT.
- 20. REFER TO PROJECT SPECIFICATIONS AND PROJECT MANUAL FOR ADDITIONAL SPECIFICATIONS AND CONTRACT INFORMATION

STORM WATER POLLUTION PREVENTION PLAN (SWP3) GENERAL NOTES:

- ALL CONSTRUCTION ACTIVITIES DISTURBING ONE ACRE AND GREATER MUST OBTAIN STORM WATER DISCHARGE AUTHORIZATION FROM THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ), THROUGH COMPLIANCE WITH TCEQ'S GENERAL PERMIT #TXR150000. THE PRIMARY CONSTRUCTION SITE OPERATOR(S) [PCSO] MUST PREPARE AND IMPLEMENT AN SWP3 THROUGHOUT CONSTRUCTION WHICH INCLUDES THE EROSION AND SEDIMENT CONTROL (ESC) PLAN AND OTHER BEST MANAGEMENT PRACTICES (BMPs) SPECIFIED IN THESE PLANS PROVED BY CITY OF BURNET
- SMALL CONSTRUCTION ACTIVITIES DISTURBING BETWEEN ONE AND FIVE ACRES SHALL POST A TCEQ CONSTRUCTION SITE NOTICE (CSN) ON SITE PRIOR TO COMMENCING CONSTRUCTION. LARGE CONSTRUCTION ACTIVITIES DISTURBING FIVE ACRES OR GREATER SHALL SUBMIT A NOTICE OF INTENT (NOI) TO TORO AND POST THE NOI ON SITE AT LEAST SEVEN (7) DAYS PRIOR TO BEGINNING CONSTRUCTION, NOTICES POSTED MUST BE MAINTAINED THROUGHOUT CONSTRUCTION.
- THE PCSO MUST REVISE THE SWP3 WHENEVER CHANGING SITE CONDITIONS OR A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE HAS A SIGNIFICANT EFFECT ON THE DISCHARGE OF POLLUTANTS NOT PREVIOUSLY ADDRESSED; OR WHEN RESULTS OF INSPECTIONS BY SITE OPERATORS, THE CITY OF BURNET, TOEQ, OR OTHER LOCAL AGENCY AUTHORIZED TO APPROVE ESC PLANS INDICATE THE SWP3 IS PROVING INEFFECTIVE IN ELIMINATING OR SIGNIFICANTLY MINIMIZING POLLUTANTS IN DISCHARGES FROM THE SITE.
- TEMPORARY OR PERMANENT EROSION CONTROL AND STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE, AND AS SPECIFIED ON THE PLANS, IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. THESE MEASURES MUST BE INITIATED NO LATER THAN 14 DAYS AFTER CESSATION, UNLESS CONSTRUCTION ACTIVITIES WILL RESUME WITHIN 21 DAYS IN THE AREA.
- UPON FINAL STABILIZATION OF THE ENTIRE SITE, INCLUDING COMPLETION OF ALL STABILIZATION REQUIREMENTS OF THE APPROVED PLANS AND PERMIT AS VERIFIED BY THE CITY OF BURNET, THE PCSO SHALL SUBMIT A NOTICE OF TERMINATION (NOT) TO TCEO.

TRENCH EXCAVATION SAFETY PROTECTION:

CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR STRUCTURAL DESIGN/GEOTECHNICAL/SAFETY/EQUIPMENT CONSULTANT. IF ANY, SHALL REVIEW THESE PLANS AND ANY AVAILABLE GEOTECHNICAL INFORMATION AND THE ANTICIPATED INSTALLATION SITES WITHIN THE PROJECT WORK AREA IN ORDER TO IMPLEMENT CONTRACTOR'S TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS. PROGRAMS AND/OR PROCEDURES FOR THE PROJECT DESCRIBED IN THE CONTRACT DOCUMENTS, THE CONTRACTOR'S IMPLEMENTATION OF THESE SYSTEMS, PROGRAMS AND/OR PROCEDURES SHALL PROVIDE FOR ADEQUATE TRENCH EXCAVATION SAFETY PROTECTION THAT COMPLY WITH AS A MINIMUM, OSHA STANDARDS FOR TRENCH EXCAVATIONS. SPECIFICALLY, CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR SAFETY CONSULTANT SHALL IMPLEMENT A TRENCH SAFETY PROGRAM IN ACCORDANCE WITH OSHA STANDARDS GOVERNING THE PRESENCE AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH EXCAVATION.

TCEQ WATER DISTRIBUTION SYSTEM GENERAL CONSTRUCTION NOTES

- THIS WATER DISTRIBUTION SYSTEM MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS 30 TEXAS ADMINISTRATIVE CODE (TAC) CHAPTER 290 SUBCHAPTER D. WHEN CONFLICTS ARE NOTED WITH LOCAL STANDARDS, THE MORE STRINGENT REQUIREMENT SHALL BE APPLIED. AT A MINIMUM, CONSTRUCTION FOR PUBLIC WATER SYSTEMS MUST ALWAYS MEET TCEQ'S "RULES AND REGULATIONS FOR
- 2 ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)MSF INTERNATIONAL STANDARD 61 AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI [§290.44(A)(1)].
- PLASTIC PIPE FOR USE IN PUBLIC WATER SYSTEMS MUST BEAR THE NSF INTERNATIONAL SEAL OF APPROVAL (NSF-PW) AND HAVE AN ASTM DESIGN PRESSURE RATING OF AT LEAST 150 PSI OR A STANDARD DIMENSION RATIO OF 26 OR LESS [§290.44(A)(2)].
- NO PIPE WHICH HAS BEEN USED FOR ANY PURPOSE OTHER THAN THE CONVEYANCE OF DRINKING WATER SHALL BE ACCEPTED OR RELOCATED FOR USE IN ANY PUBLIC DRINKING WATER SUPPLY [§290.44(A)(3)].
- 5. ALL WATER LINE CROSSINGS OF WASTEWATER MAINS SHALL BE PERPENDICULAR [§290.44(E)(4)(B)].
- WATER TRANSMISSION AND DISTRIBUTION LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. HOWEVER, THE TOP OF THE WATER LINE MUST BE LOCATED BELOW THE FROST LINE AND IN NO CASE SHALL THE TOP OF THE WATER LINE BE LESS THAN 24 INCHES BELOW GROUND SURFACE [§290.44(A)(4)].
- 7. THE MAXIMUM ALLOWABLE LEAD CONTENT OF PIPES, PIPE FITTINGS, PLUMBING FITTINGS. AND FIXTURES IS 0.25 PERCENT [§290.44(B)].
- THE CONTRACTOR SHALL INSTALL APPROPRIATE AIR RELEASE DEVICES WITH VENT OPENINGS TO THE ATMOSPHERE COVERED WITH 16-MESH OR FINER, CORROSION RESISTANT SCREENING MATERIAL OR AN ACCEPTABLE EQUIVALENT [§290.44(D)(1)].
- THE CONTRACTOR SHALL NOT PLACE THE PIPE IN WATER OR WHERE IT CAN BE FLOODED WITH WATER OR SEWAGE DURING ITS STORAGE OR INSTALLATION [\$290,44(F)(1)]
- WHEN WATERLINES ARE LAID UNDER ANY FLOWING OR INTERMITTENT STREAM OR SEMI-PERMANENT BODY OF WATER THE WATERLINE SHALL BE INSTALLED IN A SEPARATE WATERTIGHT PIPE ENCASEMENT, VALVES MUST BE PROVIDED ON EACH SIDE OF THI CROSSING WITH FACILITIES TO ALLOW THE UNDERWATER PORTION OF THE SYSTEM TO BE ISOLATED AND TESTED [§290.44(F)(2)].
- PURSUANT TO 30 TAC $\S290.44(A)(5)$, THE HYDROSTATIC LEAKAGE RATE SHALL NOT EXCEED THE AMOUNT ALLOWED OR RECOMMENDED BY THE MOST CURRENT AWWA FORMULAS FOR PVC PIPE, CAST IRON AND DUCTILE IRON PIPE, INCLUDE THE FORMULAS IN THE NOTES ON
- THE HYDROSTATIC LEAKAGE RATE FOR POLYVINYL CHLORIDE (PVC) PIPE AND APPURTENANCES SHALL NOT EXCEED THE AMOUNT ALLOWED OR RECOMMENDED BY FORMULAS IN AMERICA WATER WORKS ASSOCIATION (AWWA) C-605 AS REQUIRED IN 30 TAC §290.44(A)(5). PLEASE ENSURE THAT THE FORMULA FOR THIS CALCULATION IS CORRECT AND MOST CURRENT FORMULA IS IN USE:

$Q = \frac{1}{148,000}$

- Q = THE QUANTITY OF MAKEUP WATER IN GALLONS PER HOUR
- . L = THE LENGTH OF THE PIPE SECTION BEING TESTED, IN FEET,
- D = THE NOMINAL DIAMETER OF THE PIPE IN INCHES, AND
- P = THE AVERAGE TEST PRESSURE DURING THE HYDROSTATIC TEST IN POLINDS PER
- THE HYDROSTATIC LEAKAGE RATE FOR DUCTILE IRON (DI) PIPE AND APPURTENANCES SHALL NOT EXCEED THE AMOUNT ALLOWED OR RECOMMENDED BY FORMULAS IN AMERICA WATER WORKS ASSOCIATION (AWWA) C-600 AS REQUIRED IN 30 TAC §290.44(A)(5). PLEASE ENSURE THAT THE FORMULA FOR THIS CALCULATION IS CORRECT AND MOST CURRENT FORMULA IS IN USE

$$L = \frac{SD\sqrt{P}}{148,000}$$

WHERE

- L = THE QUANTITY OF MAKEUP WATER IN GALLONS PER HOUR
- S = THE LENGTH OF THE PIPE SECTION BEING TESTED, IN FEET,
- D = THE NOMINAL DIAMETER OF THE PIPE IN INCHES, AND.
- P = THE AVERAGE TEST PRESSURE DURING THE HYDROSTATIC TEST IN POUNDS PER SQUARE INCH (PSI)
- 12. THE CONTRACTOR SHALL MAINTAIN A MINIMUM SEPARATION DISTANCE IN ALL DIRECTIONS OF NINE FEET BETWEEN THE PROPOSED WATERLINE AND WASTEWATER COLLECTION FACILITIES INCLUDING MANHOLES. IF THIS DISTANCE CANNOT BE MAINTAINED, THE CONTRACTOR MUST IMMEDIATELY NOTIFY THE PROJECT ENGINEER FOR FURTHER DIRECTION. SEPARATION DISTANCES, INSTALLATION METHODS, AND MATERIALS UTILIZED MUST MEET §290.44(E)(1)-(4).
- THE SEPARATION DISTANCE FROM A POTABLE WATERLINE TO A WASTEWATER MAIN OR LATERAL MANHOLE OR CLEANOUT SHALL BE A MINIMUM OF NINE FEET. WHERE THE NINE-FOOT SEPARATION DISTANCE CANNOT BE ACHIEVED, THE POTABLE WATERLINE SHALL BE ENCASED IN A JOINT OF AT LEAST 150 PSI PRESSURE CLASS PIPE AT LEAST 18 FEET LONG AND TWO NOMINAL SIZES LARGER THAN THE NEW CONVEYANCE. THE SPACE AROUND THE CARRIER PIPE SHALL BE SUPPORTED AT FIVE-FOOT INTERVALS WITH SPACERS OR BE FILLED TO THE SPRINGLINE WITH WASHED SAND. THE ENCASEMENT PIPE SHALL BE CENTERED ON THE CROSSING AND BOTH ENDS SEALED WITH CEMENT GROUT OF MANUFACTURED SEALANT [§290.44(E)(5)].
- 14. FIRE HYDRANTS SHALL NOT BE INSTALLED WITHIN NINE FEET VERTICALLY OR HORIZONTALLY OF ANY WASTEWATER LINE, WASTEWATER LATERAL, OR WASTEWATER SERVICE LINE REGARDLESS OF CONSTRUCTION [§290.44(E)(6)].
- 15. SUCTION MAINS TO PUMPING EQUIPMENT SHALL NOT CROSS WASTEWATER MAINS, WASTEWATER LATERALS, OR WASTEWATER SERVICE LINES. RAW WATER SUPPLY LINES SHALL NOT BE INSTALLED WITHIN FIVE FEET OF ANY TILE OR CONCRETE WASTEWATER MAIN, WASTEWATER LATERAL, OR WASTEWATER SERVICE LINE [§290,44(E)(7)].
- 16. WATERLINES SHALL NOT BE INSTALLED CLOSER THAN TEN FEET TO SEPTIC TANK DRAINFIELDS [§290.44(E)(8)].
- 17. THE CONTRACTOR SHALL DISINFECT THE NEW WATERLINES IN ACCORDANCE WITH AWWA STANDARD C-651-14 OR MOST RECENT. THEN FLUSH AND SAMPLE THE LINES BEFORE BEING PLACED INTO SERVICE. SAMPLES SHALL BE COLLECTED FOR MICROBIOLOGICAL ANALYSIS

 TO CHECK THE EFFECTIVENESS OF THE DISINFECTION PROCEDURE WHICH SHALL BE
 REPEATED IF CONTAMINATION PERSISTS. A MINIMUM OF ONE SAMPLE FOR EACH 1,000 FEET OF COMPLETED WATERLINE WILL BE REQUIRED OR AT THE NEXT AVAILABLE SAMPLING POINT BEYOND 1,000 FEET AS DESIGNATED BY THE DESIGN ENGINEER [§290.44(F)(3)].
- 18. DECHLORINATION OF DISINFECTING WATER SHALL BE IN STRICT ACCORDANCE WITH

THE EXISTING CONDITIONS SHOWN IN THESE PLANS, INCLUDING BOUNDARY, BUILDINGS TREES, AND TOPOGRAPHY ARE BASED ON SURVEY INFORMATION PROVIDED BY

CUPLIN AND ASSOCIATES LAND SURVEYORS AND PLANNERS

1500 OLLIE LANE MARBLE FALLS, TEXAS 78654 (830) 693-8815 (325) 388-3300

CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY K.C. ENGINEERING. INC. AT (830) 693-5635. CONCERNING ANY DISCREPANCIES.

HIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THEREFORE THE SURVEYOR WILL NOT BE HELD RESPONSIBLE FOR ANYTHING THAT A TITLE COMMITMENT MAY DISCLOSE

THE LOCATION OF THE UNDERGROUND UTILITIES AS SHOWN HEREON ARE TAKEN FROM SOURCE INFORMATION FROM PLANS AND MARKINGS WITH THE COMBINED OBSERVED EVIDENCE OF UTILITIES TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME URISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE, IN WHICH CASE THE SURVEYOR SHALL NOT BE RESPONSIBLE OF THE LOCATION OF THE UTILITIES. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED. THE CLIENT ENGINEER AND ARCHITECT IS ADVISED THAT EXCAVATION AND/OR A PRIVATE UTILITY LOCATE REQUEST MAY BE NECESSARY.

THE LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THE ENGINEER. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING LITH ITIES BEFORE COMMENCING WORK. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

LEGEND

GAS UTILITY LINE AND SYMBOLS EXISTING GAS LINE —GAS—GAS— © MARK/FLAG G WELL METER S VAULT @ HAND HOLE ♠ SIGN (G) TANK (G) MANHOLE G BOX IGI VALVE

ELECTRIC UTILITY LINES AND SYMBOLS						
——ое ——ое —	 EXISTING OVERI 	HEAD ELECTRIC				
——UE ——UE ——	 EXISTING UNDER 	RGROUND ELEC	TRIC			
GUY ON POLE	MANHOLE	¥ SWITCH	▲ SIGN			
T TRANSFORMER	E BOX	E VAULT				
© MARK/FLAG	LITE	J, GUY				

CATY UTILITY LINES AND SYMBOLS				
OFOF EXISTING OVERHEAD CATV				
UFUF	- EXISTING UNDE	RGROUND CA		
1 HAND HOLE	MANHOLE	TV BOX	ÆSIGN	
MARK/FLAG	▼ VAULT			

CABLE UTILITY LINES AND SYMBOLS

OC EXISTING OVERHEAD CABLE				
——uc —uc —	 EXISTING UND 	ERGROUND CABLE		
© HAND HOLE	© MANHOLE	C VAULT		
		C BOX		

TELEPHONE LITH ITY LINES AND SYMBOLS

	——от — от —	— EXISTING OVER	RHEAD TELEPHONE	
	——uт —uт —	— EXISTING UNDER	ERGROUND TELEPHON	Ε
	HAND HOLE	T MANHOLE	∨AULT	
	(Î) MARK/FLAG	A sign	T BOX	

STORM DRAIN UTILITY LINES AND SYMBOLS

— SD — SD —	- PROPOSED 510	KIVI DRAIN	
-E/SD-E/SD-	 EXISTING STORI 	M DRAIN	
D MANHOLE	HANDHOLE	D BOX	
MARK/FLAG	METER	INLET	D VAUL

WASTEWATER UTILITY LINES AND SYMBOLS

	 PROPOSED WAS 	STEWATER	
—E/WW—E/WW-	- EXISTING WAST	EWATER	
	CLEANOUT	S BOX	
ST SEPTIC TANK	S HANDHOLE	^	METER
S VAULT	(S) MANHOLE	LIS LIFT STA	TION

WATER UTILITY LINES AND SYMBOLS			
www_	 PROPOSED WA 	TER	
—_E/W—E/W—			
	(W) WELL		W VAUL
(A) AIR RELEASE	W MANHOLE	⋈ VALVE	BOX
⊕ HANDHOLE	°Ö° SHUTOFF	W TANK	METE
- FIRE HYDRANT	♥ FIRE CONNEC	CTION	

MISC LINES AND SYMBOLS			
	STONE FENCE		
—x —_x —_x —_	WIRE FENCE		
-000	WOOD FENCE		
→	CHAINLINK FENCE		
— SF —— SF —	PROPOSED SILT FENCE		
L.O.C	PROPOSED LIMITS OF CONSTRUCTION		
	EXISTING CONTOURS		
860	PROPOSED CONTOURS		

TREE PROTECTION

Know what's below.

Call before you dig.

NGINEEF CONSULTING ENG WY. 281 NORTH, PLA Ш Ċ

RING,



되 Z NOTE ATER URNET TEXAS WA.
TEXA

GENERAL ISTA CITY OF BURNET, M 0





11/20/2019

SHEET 2.0

EROSION AND SEDIMENT CONTROLS

SOIL STABILIZATION PRACTICES

(SELECT T = TEMPORARY OR P = PERMANENT, AS APPLICABLE)				
T	TEMPORARY VEGETATION		FLEXIBLE CHANNEL LINER	
	MULCHING (HAY OR STRAW)		RIGID CHANNEL LINER	
	BUFFER ZONES		EROSION CONTROL MATTING	
	PLANTING		SOIL RETENTION BLANKET	
P	SEEDING		COMPOST MANUFACTURED TOPSOIL	
	SODDING		VERTICAL TRACKING	
	PRESERVATION OF NATURAL RESOURCES		* OTHER	

DISTURBED AREAS ON WHICH CONSTRUCTION ACTIVITY HAS CEASED TEMPORARILY AND WILL RESUME FOR 14 CALENDAR DAYS SHALL BE STABILIZED IMMEDIATELY. DISTURBED AREAS WHERE CONSTRUCTION ACTIVITY HAS CEASED PERMANENTLY SHALL BE STABILIZED IMMEDIATELY. IMMEDIATELY IS DEFINED AS "AS SOON AS PRACTICABLE BUT NO LATER THAN THE END OF THE NEXT WORK DAY FOLLOWING THE DAY THE EARTH-DISTURBING ACTIVITIES HAVE CEASED"

2. STRUCTURAL PRACTICES:

(SELECT T = TEMPORARY OR P = PERMANENT, AS APPLICABLE)

SILT FENCES		TIMBER MATTING AT CONSTRUCTION EXIT
EROSION CONTROL LOGS		CHANNEL LINERS
EROSION CONTROL COMPOST BERMS		SEDIMENT TRAPS
ROCK BERMS		SEDIMENT BASINS
DIVERSION, INTERCEPTOR, OR PERIMETER DIKES		STORM INLET SEDIMENT TRAP
DIVERSION, INTERCEPTOR, OR PERIMETER SWALES		STONE OUTLET STRUCTURES
DIVERSION DIKE AND SWALE COMBINATIONS		CURBS AND GUTTERS
PIPE SLOPE DRAINS		STORM SEWERS
PAVED FLUMES		VELOCITY CONTROL DEVICES
ROCK BEDDING AT CONSTRUCTION EXIT		SLOPE TEXTURING
		* OTHER:
	EROSION CONTROL LOGS EROSION CONTROL COMPOST BERMS ROCK BERMS DIVERSION, INTERCEPTOR, OR PERIMETER DIKES DIVERSION, INTERCEPTOR, OR PERIMETER SWALES DIVERSION DIKE AND SWALE COMBINATIONS PIPE SLOPE DRAINS PAVED FLUMES	EROSION CONTROL LOGS EROSION CONTROL COMPOST BERMS ROCK BERMS DIVERSION, INTERCEPTOR, OR PERIMETER DIKES DIVERSION, INTERCEPTOR, OR PERIMETER SWALES DIVERSION DIKE AND SWALE COMBINATIONS PIPE SLOPE DRAINS PAVED FLUMES

THE TOPS OF BMPS SHOULD NOT BE HIGHER THAN THE ROADWAY ELEVATION SO AS NOT TO FLOOD THE ROADWAY, UNLESS PRIOR APPROVAL HAS BEEN GRANTED BY THE OWNER

EROSION CONTROL MEASURES MUST BE INSTALLED AND MAINTAINED ACCORDING TO THE MANUFACTURER'S

CONTROLS MUST BE DEVELOPED TO MINIMIZE THE OFFSITE TRANSPORT OF LITTER, CONSTRUCTION DEBRIS, AND

PRESERVE EXISTING VEGETATION TO THE GREATEST EXTENT POSSIBLE.

3. STORM WATER MANAGEMENT

- STORM WATER DRAINAGE WILL BE MAINTAINED IN ITS EXISTING CONDITION
- NON-PAVED AREAS AND DITCHES SHALL BE STABILIZED WITH A PERMANENT VEGETATIVE COVER
- C. MINIMIZE OFF-SITE VEHICLE TRACKING OF SEDIMENTS AND THE GENERATION OF DUST, USE ROCK BEDDING AT CONSTRUCTION EXITS TO CONTROL OFF-SITE VEHICLE TRACKING AND USE SPRINKLING TO CONTROL DUST

4. STORM WATER MANAGEMENT ACTIVITIES: (SEQUENCE OF CONSTRUCTION)

INSTALL SILT FENCE AND ROCK FILTER DAMS PERFORM ROUTINE INSPECTIONS OF TEMPORARY EROSION CONTROL DEVICES REPAIR AS REQUIRED

PLACE TOPSOIL, SEEDING, AND VEGETATIVE WATERING PERFORM ROUTINE INSPECTIONS OF TEMPORARY EROSION CONTROL DEVICES REPAIR AS REQUIRED

PHASE 3: AFTER 70% PERMANENT VEGETATIVE COVER, REMOVE TEMPORARY EROSION CONTROL DEVICES

5. NON-STORM WATER DISCHARGES:

FILTER NON-STORM WATER DISCHARGES, OR HOLD IN RETENTION BASINS, BEFORE BEING ALLOWED TO MIX WITH STORM WATER. THESE DISCHARGES CONSIST OF, BUT NOT LIMITED TO, NON-POLLUTED GROUND WATER, SPRING WATER, FOUNDATION OR FOOTING DRAIN WATER, WATER USED FOR DUST CONTROL OR PAVEMENT WASHING AND VEHICLE WASHWATER CONTAINING NO DETERGENTS.

6. DATES:

THE ACTIVITIES (SEE DESCRIPTION OF CONSTRUCTION ACTIVITIES) ARE ANTICIPATED TO COMMENCE IN DECEMBER 2019. IT IS ANTICIPATED THAT THE ACTIVITIES WILL CEASE IN MARCH 2020, ALTHOUGH THESE DATES ARE SUBJECT TO CHANGE THE OVERALL TIME PERIOD FOR COMPLETION OF THE PROJECT IS REASONABLE. THE ACTIVITIES SHOULD OCCUR IN THE SEQUENCE DESCRIBED

7. RESPONSIBILITIES:

THE CONTRACTOR, AS PRIMARY OPERATOR, IS RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF STORMWATER CONTROL MEASURES PRIOR TO FINAL STABILIZATION OF THE SITE AND PRIOR TO SUBMISSION OF A NOTICE OF

OTHER REQUIREMENTS & PRACTICES

1. MAINTENANCE

MAINTAIN ALL EROSION AND SEDIMENT CONTROLS IN GOOD WORKING ORDER, PERFORM ANY NECESSARY CLEANING/REPAIRS/REPLACEMENTS AT THE EARLIEST POSSIBLE DATE PRIOR TO NEXT RAIN EVENT, BUT NO LATER THAN 7 CALENDAR DAYS. ENSURE THE SURROUNDING GROUND HAS DRIED SUFFICIENTLY TO PREVENT DAMAGE FROM EQUIPMENT "TOO WET" IS THE ONLY REASON FOR NOT ADHERING TO TIME FRAMES DESCRIBED. WHEN CONSTRUCTION ACTIVITIES PERMANENTLY OR TEMPORARILY CEASE AND ARE NOT EXPECTED TO RESUME FOR 14 OR MORE DAYS ON A DISTURBED PORTION OF THE SITE. STABILIZATION MEASURES MUST BE INITIATED IMMEDIATELY.

2. INSPECTION:

AN INSPECTION AND MAINTENANCE REPORT, SIGNED BY THE CITY AND THE CONTRACTOR, WILL BE FILED FOR EACH INSPECTION. REVISE/CLEAN/REPAIR/REPLACE EACH BMP CONTROL DEVICE IN ACCORDANCE WITH THE CURRENT FIELD INSPECTION AND MAINTENANCE REPORT AND ITEM 1 (MAINTENANCE) ABOVE.

3. WASTE MATERIALS

ON A DAILY BASIS, OR AS MAY BE DIRECTED BY THE OWNER, COLLECT ALL WASTE MATERIALS, TRASH AND DEBRIS FROM THE CONSTRUCTION SITE AND DEPOSIT INTO A METAL DUMPSTER HAVING A SECURE COVER AND WHICH MEETS ALL STATE AND LOCAL CITY SOLID WASTE MANAGEMENT REQUIREMENTS. EMPTY THE DUMPSTER AS REQUIRED BY REGULATION, OR AS MAY BE DIRECTED, AT A LOCAL APPROVED LANDFILL SITE. DO NOT BURY CONSTRUCTION WASTE ON THE CONSTRUCTION PROJECT SITE.

4. HAZARDOUS WASTE & SPILL REPORTING

AS A MINIMUM, ANY PRODUCTS IN THE FOLLOWING CATEGORIES ARE CONSIDERED TO BE HAZARDOUS: PAINTS, ACIDS, SOLVENTS, FUELS, ASPHALT PRODUCTS, CHEMICAL ADDITIVES FOR SOIL STABILIZATION, AND CONCRETE CURING COMPOUNDS OR ADDITIVES. WHEN STORING HAZARDOUS MATERIAL ON THE PROJECT SITE, OR AT A PROJECT SPECIFIC LOCATION, TAKE ALL PRACTICABLE PRECAUTION TO PREVENT AND/OR CONTAIN ANY SPILLAGE OF THESE MATERIALS. IN THE EVENT OF A SPILL, CONTACT THE SPILL COORDINATOR IMMEDIATELY.

5. SANITARY WASTE

ALL SANITARY WASTE WILL BE COLLECTED FROM PORTABLE UNITS AS NECESSARY OR AS REQUIRED BY LOCAL REGULATION BY A LICENSED SANITARY WASTE MANAGEMENT CONTRACTOR

6. CONSTRUCTION VEHICLE TRACKING

ON A REGULAR BASIS, OR AS MAY BE DIRECTED, DAMPEN HAUL ROADS FOR DUST CONTROL AND STABILIZE CONSTRUCTION ENTRANCES/EXITS. PROVIDE FOR A MOTORIZED BROOM OR VACUUM TYPE SWEEPER TO BE AVAILABLE ON A DAILY BASIS, OR AS MAY BE DIRECTED, TO REMOVE SEDIMENT FROM PAVED ROADWAYS ABUTTING OR TRAVERSING THE PROJECT SITE.

- A. CONSTRUCT DISPOSAL AREAS, STOCKPILES, HAUL ROADS AND PSL'S IN A MANNER THAT WILL MINIMIZE AND CONTROL THE AMOUNT OF SEDIMENT THAT MAY ENTER RECEIVING WATERS. DO NOT LOCATE DISPOSAL AREAS IN ANY WETLAND, WATER BODY OR STREAMBED.
- LOCATE CONSTRUCTION STAGING AREAS, VEHICLE MAINTENANCE AND PSL'S AREAS IN A MANNER TO MINIMIZE TH
- C. WHEN WORKING IN OR NEAR A WETLAND, INSTALL AND MAINTAIN OPERATING SOIL FROSION AND SEDIMENT CONTROLS AT ALL TIMES DURING CONSTRUCTION AND ISOLATE THE WORK FROM THE WETLAND
- CLEAR ALL WATERWAYS AS SOON AS PRACTICABLE OF TEMPORARY EMBANKMENT, TEMPORARY BRIDGES, MATTING, FALSEWORK, PILING, DEBRIS OR OTHER OBSTRUCTIONS PLACED DURING CONSTRUCTION OPERATIONS THAT ARE NOT
- E. PROCEDURES AND/OR PRACTICES SHOULD BE TAKEN TO CONTROL DUST.
- SEDIMENT TO BE REMOVED FROM ROADWAYS DAILY OR WHEN WORK BEGINS AFTER WEATHER EVENTS CONSTRUCTION ACTIVITIES HAVE CEASED DUE TO WEATHER EVENT.
- G. THE CONTRACTOR WILL BE REQUIRED TO CONTAIN WASH WATER FROM CONCRETE TRUCKS IN A MANNER THAT WILL PREVENT SAME FROM ENTERING ANY WATERWAY.
- THE CONTRACTOR IS RESPONSIBLE FOR INSURING THAT ALL SUBCONTRACTORS ARE AWARE AND COMPLY WITH ALL COMPONENTS OF THE TEMPORARY EROSION CONTROL PLANS.
- THE CONTRACTOR SHALL BE CONSIDERED THE PRIMARY OPERATOR AND HAVE DAY-TO-DAY OPERATIONAL CONTRO OVER THE ACTIVITIES AND BE RESPONSIBLE FOR THE IMPLEMENTATION OF BMPS AND BE RESPONSIBLE FOR THE CONSTRUCTION PLANS AND SPECIFICATIONS (INCLUDING THE AUTHORITY TO MAKE MODIFICATIONS TO THE SPECIFICATIONS) TO THE EXTENT NECESSARY TO COMPLY WITH THE TCEQ TPDES GENERAL PERMIT TXR150000. THIS AUTHORIZATION APPLIES TO THE LIMITS OF THIS PROJECT ONLY (AS DEFINED HEREIN).
- THE CONTRACTOR SHALL POST THE TCEQ SITE NOTICE AT A CONSPICUOUS LOCATION AND IT MUST CONTAIN, AT A MINIMUM: 1) THE SITE-SPECIFIC TPDES AUTHORIZATION NUMBER; 2) THE OPERATOR NAME, CONTACT NAME, AND CONTACT PHONE NUMBER; 3) A BRIEF DESCRIPTION OF THE PROJECT; AND 4) THE LOCATION OF THE SWP3.
- K. THE CONTRACTOR SHALL ATTACH A COPY OF THE TCEQ TPDES GENERAL PERMIT NO. TXR150000 TO THIS PLAN
- THE CONTRACTOR SHALL MAINTAIN A PERMANENT RECORD OF THE DATES WHEN MAJOR GRADING ACTIVITIES OCCUR, WHEN THE CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE ON ANY PORTION OF THE SITE, AND THE DATES WHEN STABILIZATION MEASURES ARE INITIATED.
- M. THE CONTRACTOR SHALL REVISE OR UPDATE THE SWP3 WITHIN SEVEN DAYS OF ANY SUBSTANTIAL CHANGE THAT MAY HAVE AN EFFECT ON DISCHARGE OR WHEN SITE INSPECTIONS INDICATE THE EXISTING SWP3 IS PROVING INEFFECTIVE N ELIMINATING OR SIGNIFICANTLY MINIMIZING POLLUTANTS IN DISCHARGES.
- N. THE CONTRACTOR SHALL ENSURE COMPLIANCE WITH ALL PROVISIONS OF THE TPDES GENERAL PERMIT TXR150000

STORM WATER POLLUTION PREVENTION PLAN (SW3P)



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ENGINEERING, CONSULTING ENGINEERS 5 HWY. 281 NORTH, PLAZA I, SUITE 1 TEXAS 78654
FAX: 830-693-19ineering.com , Mers NEERS PEAZA I, SUIT S, TEXAS 786° FAX: 8° ngin

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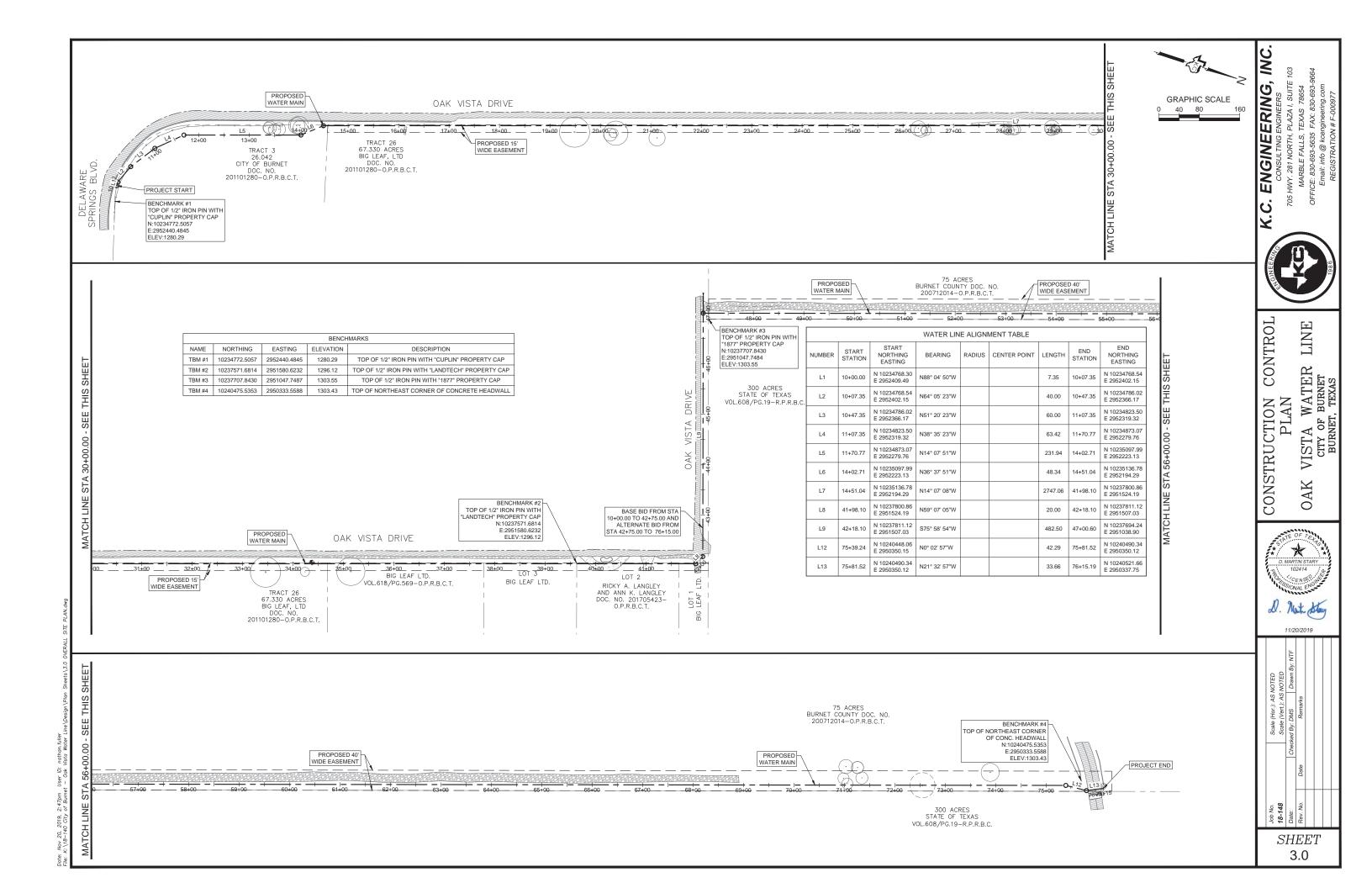
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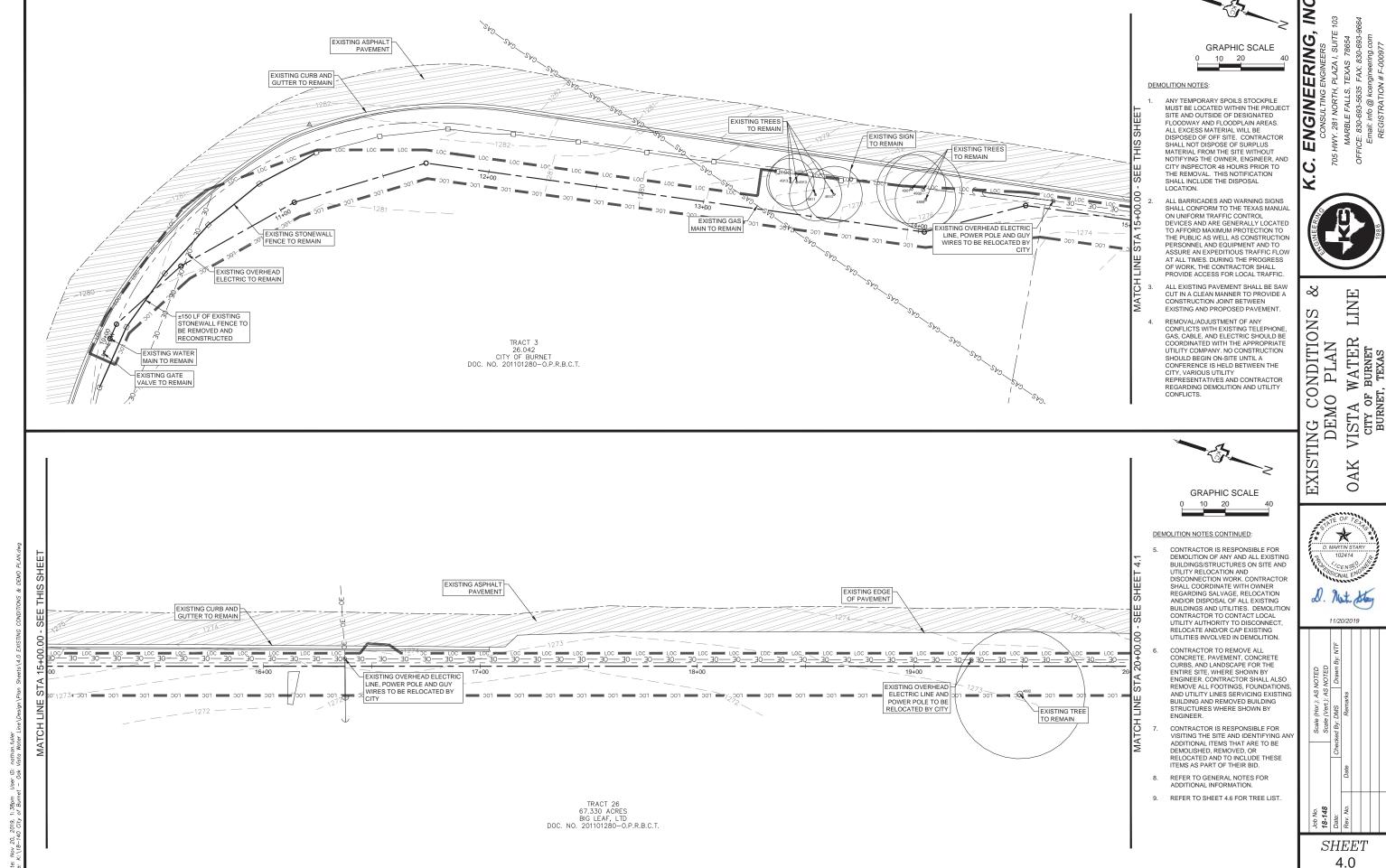
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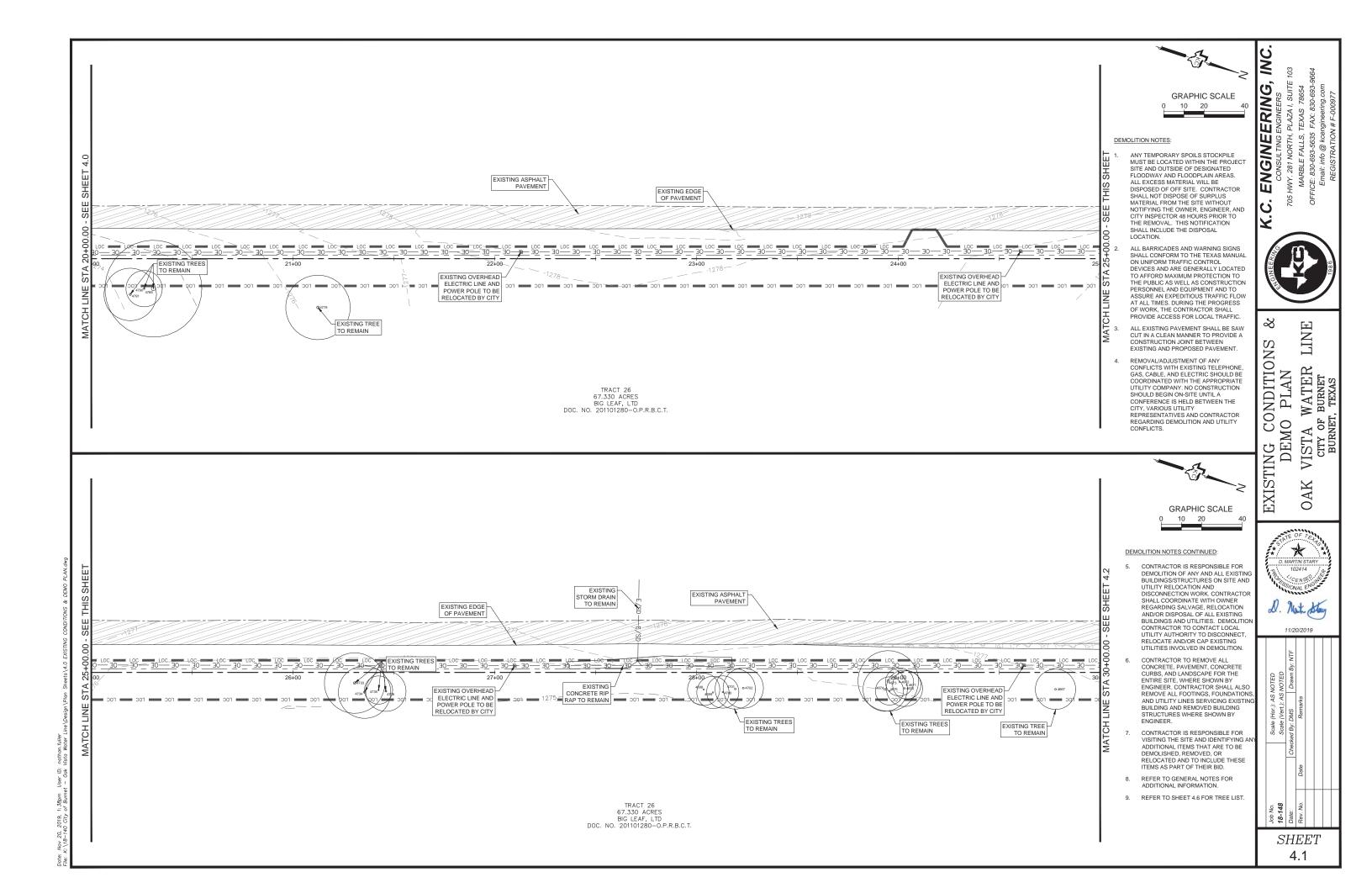
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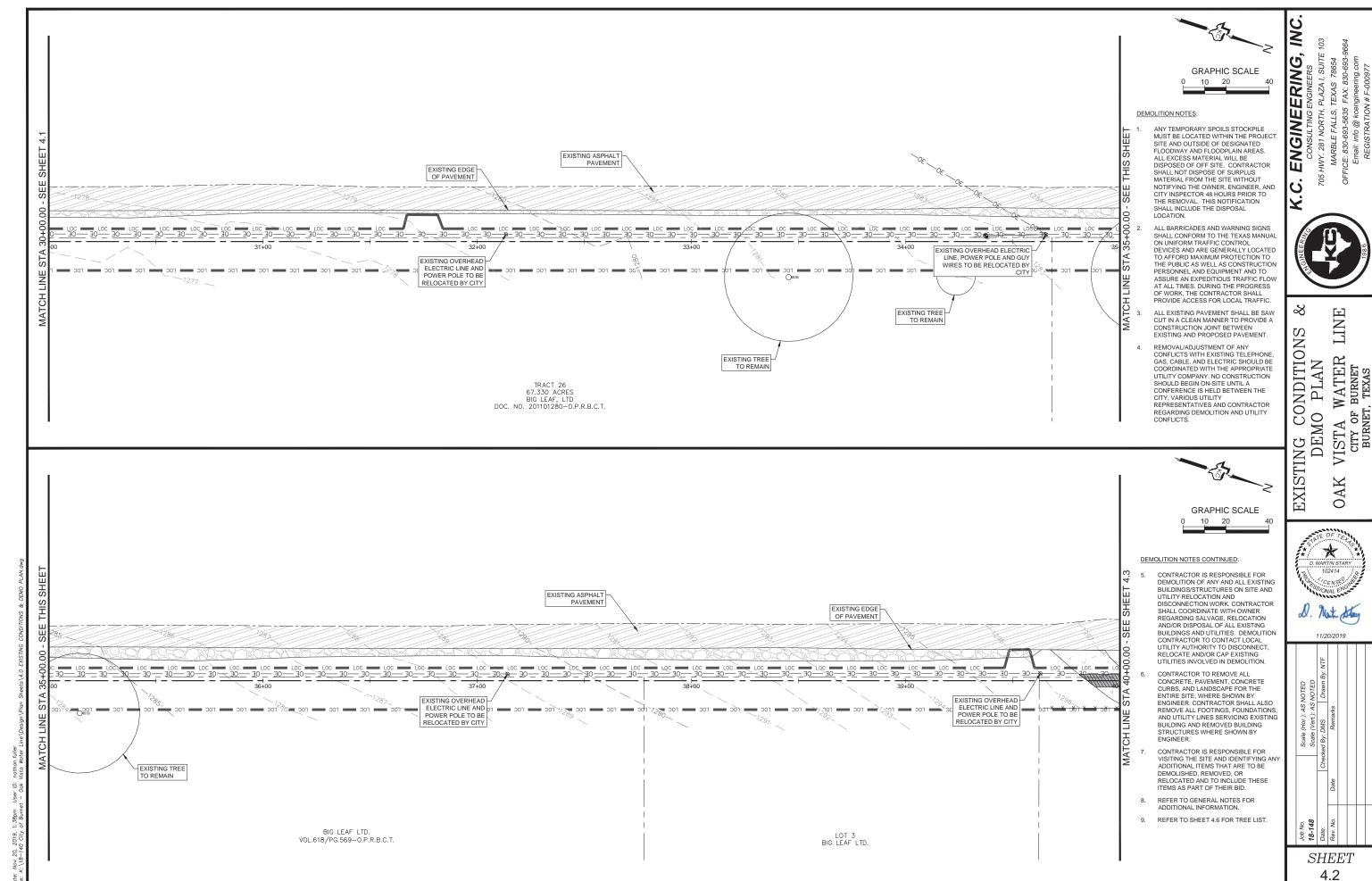
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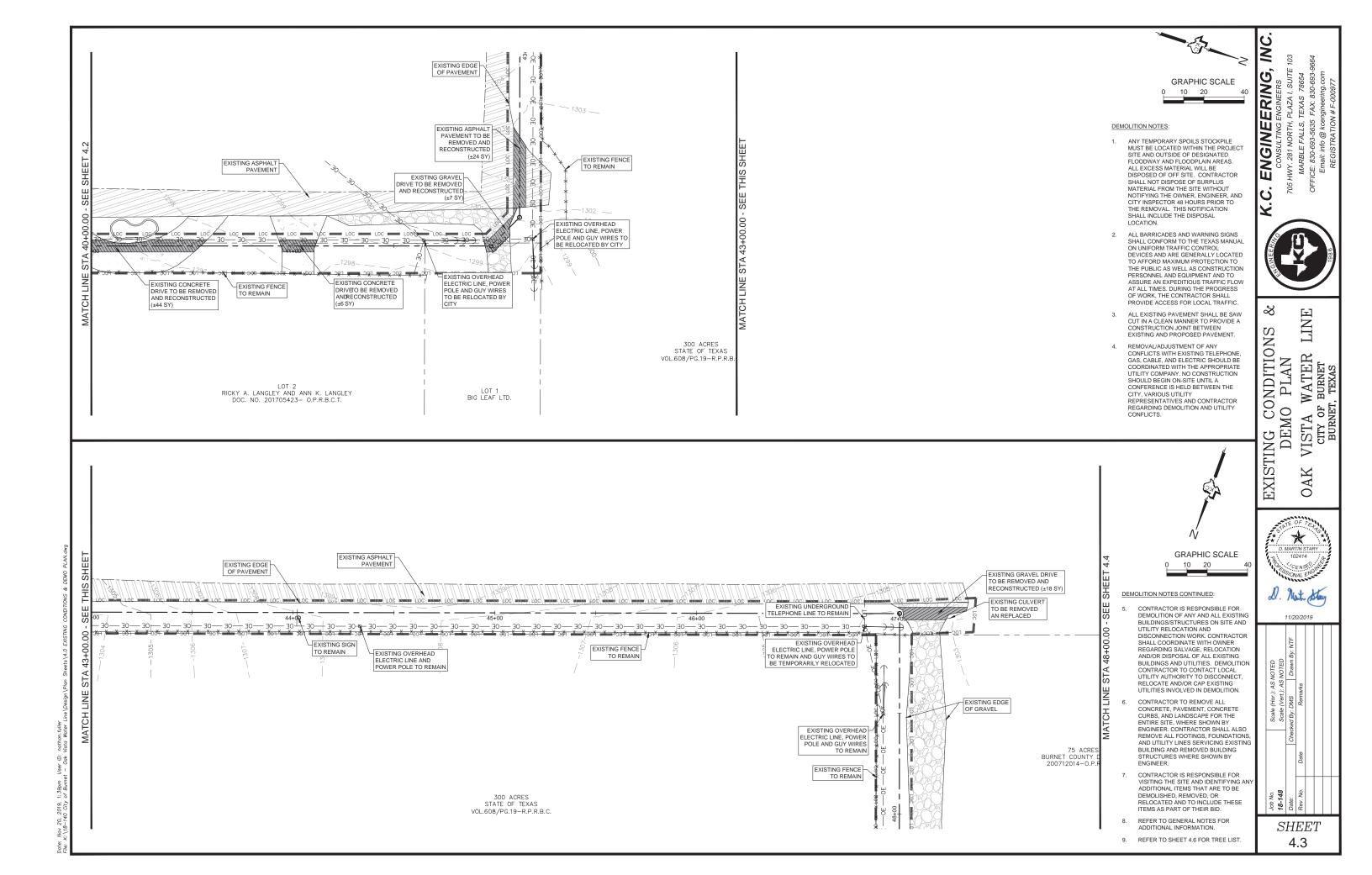


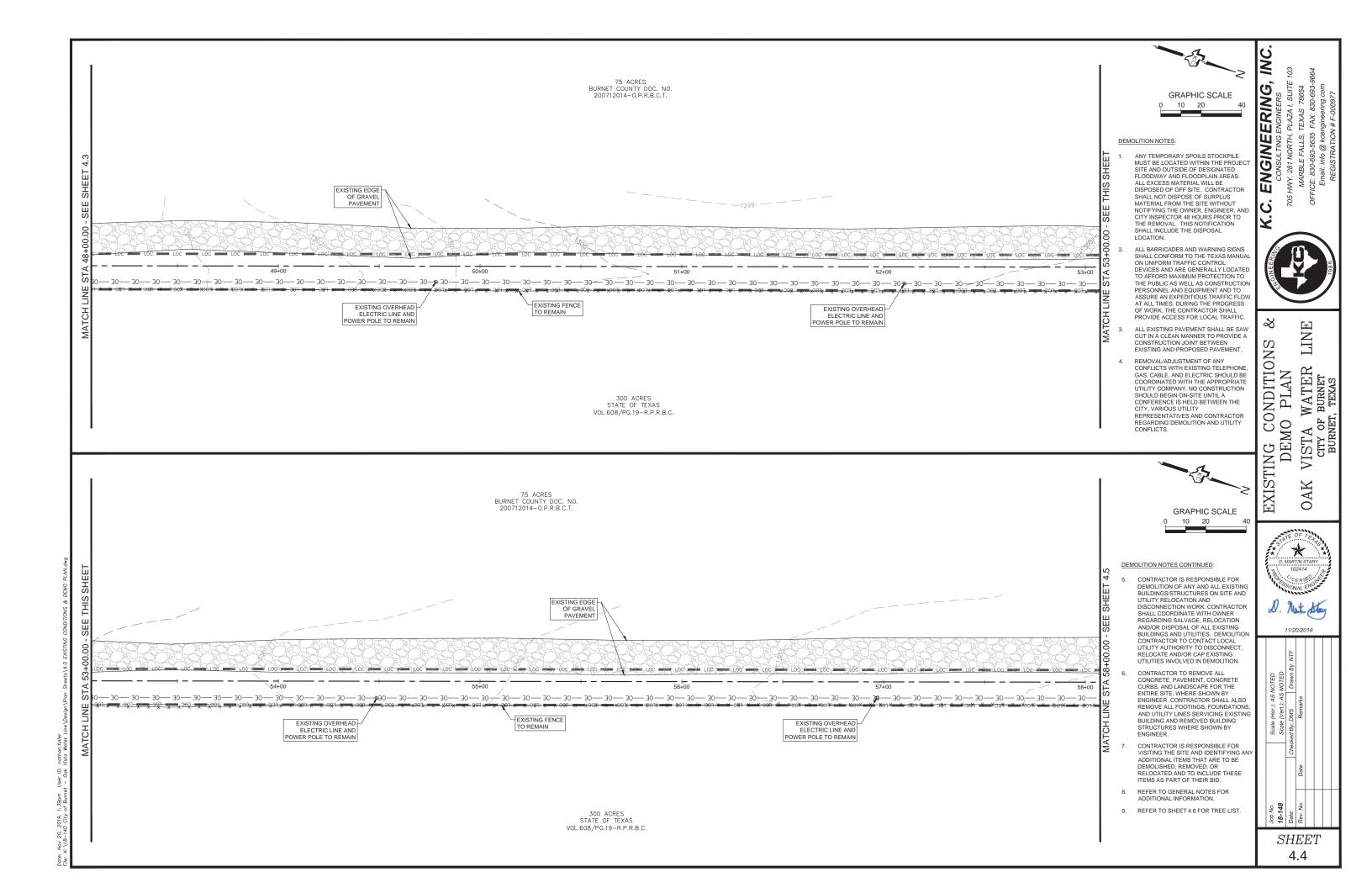


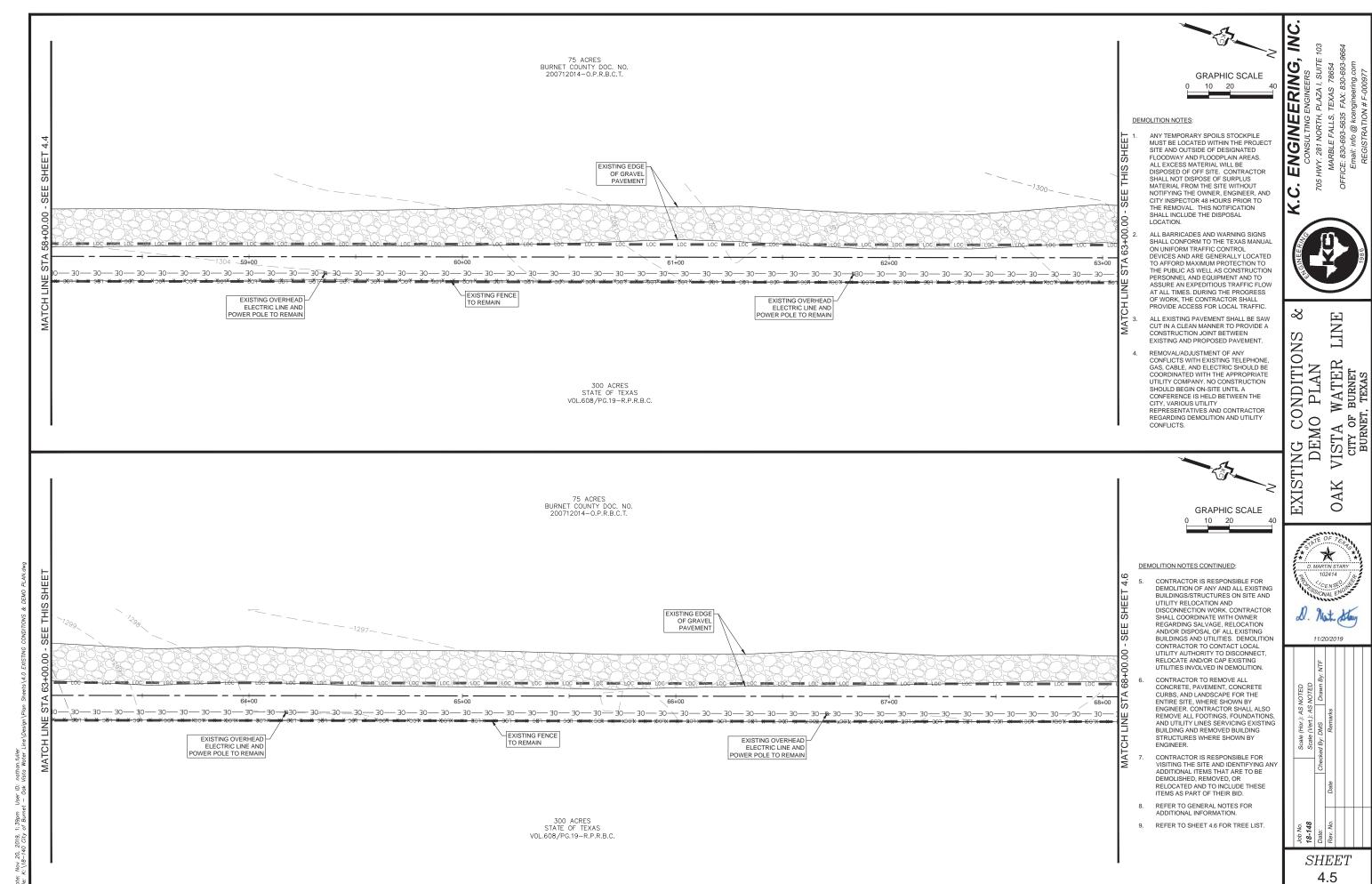


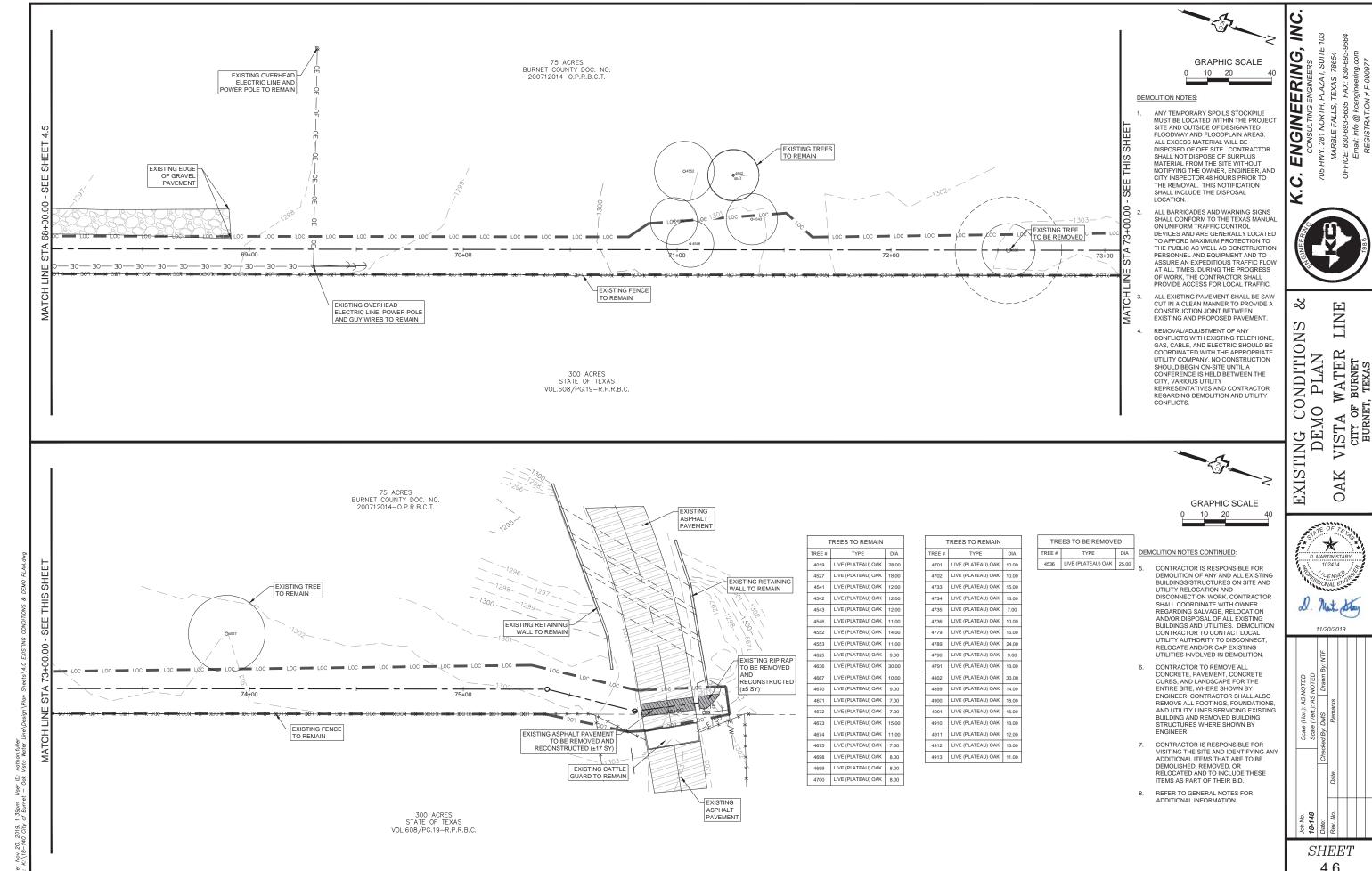




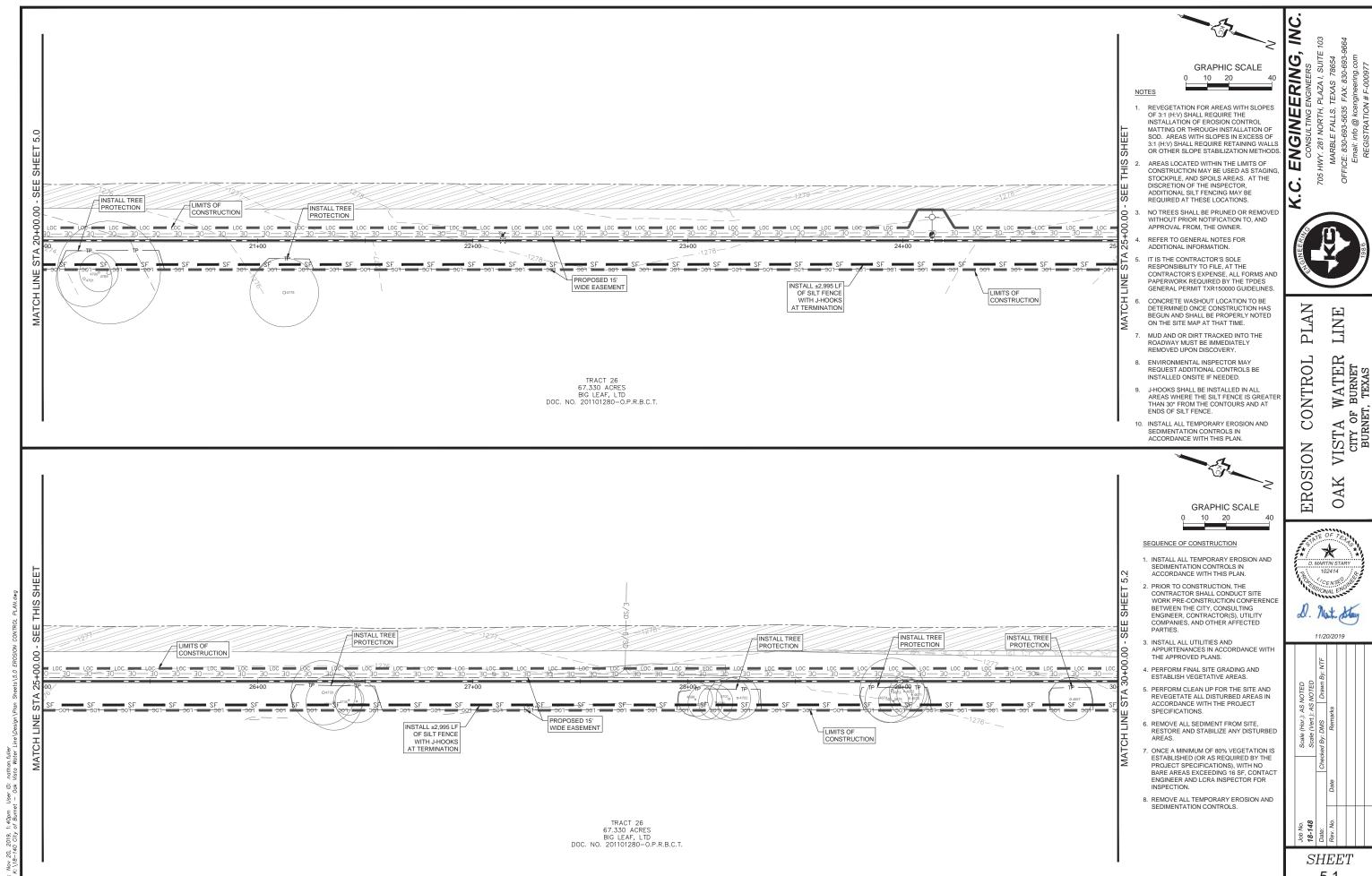




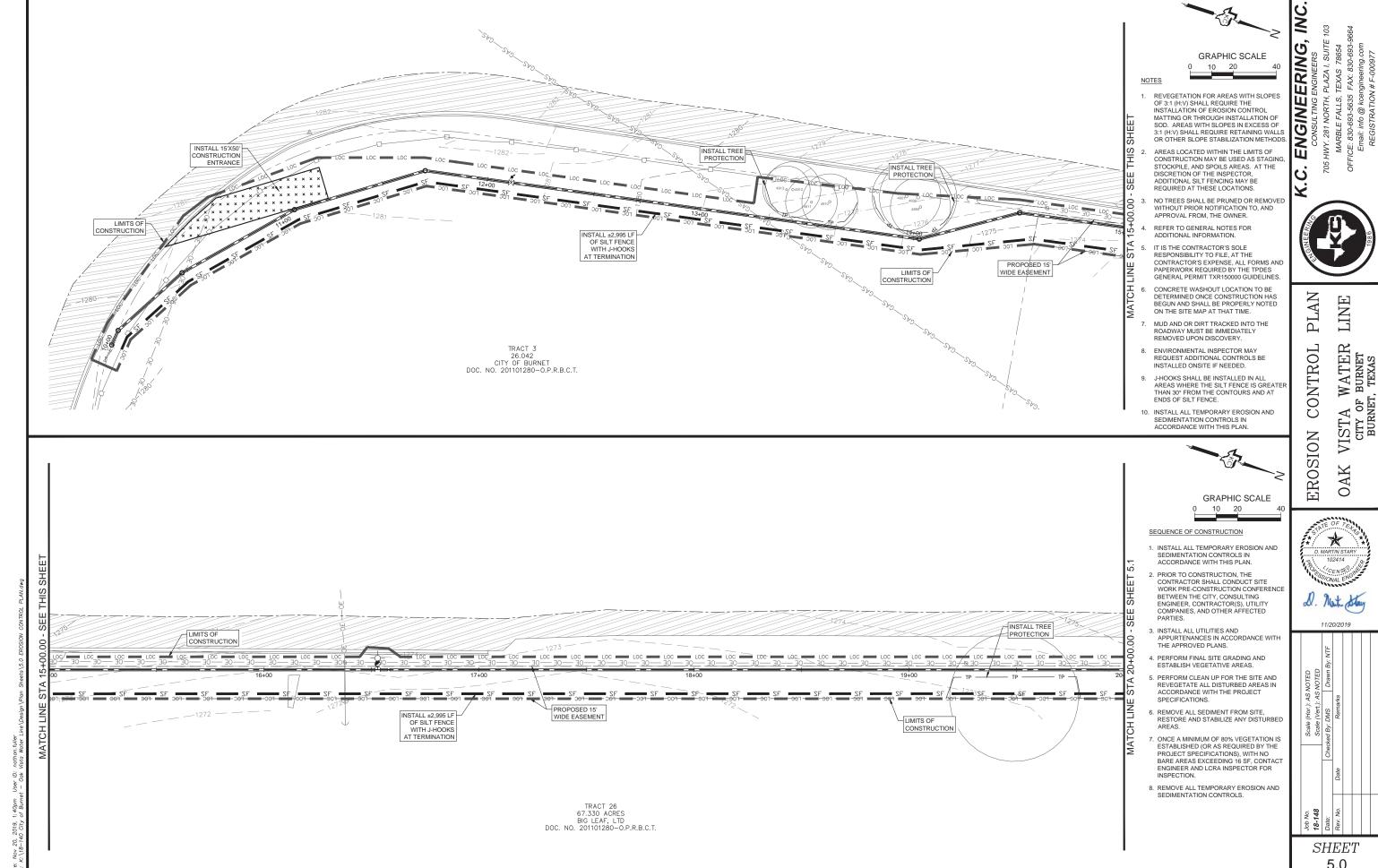




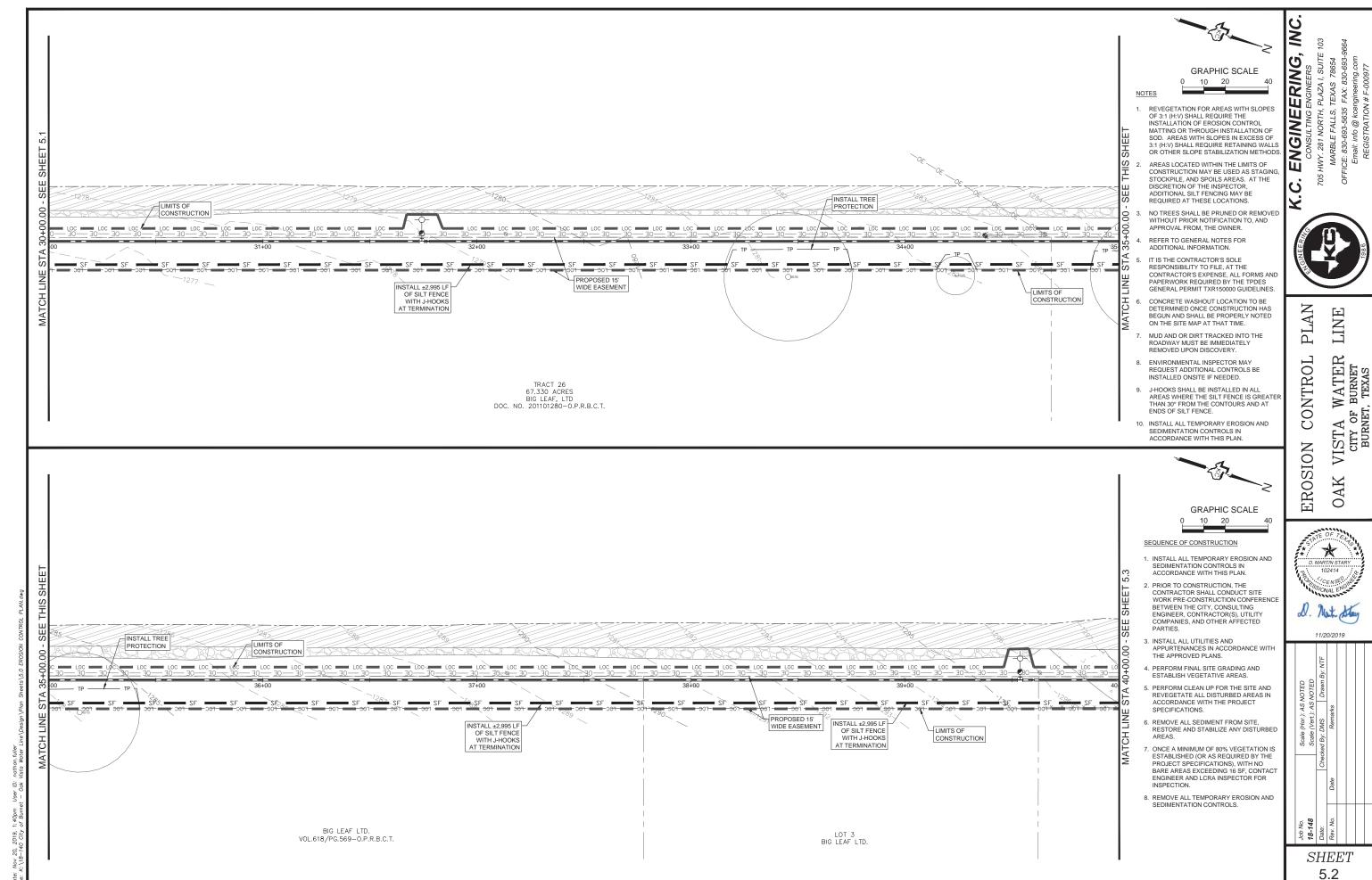
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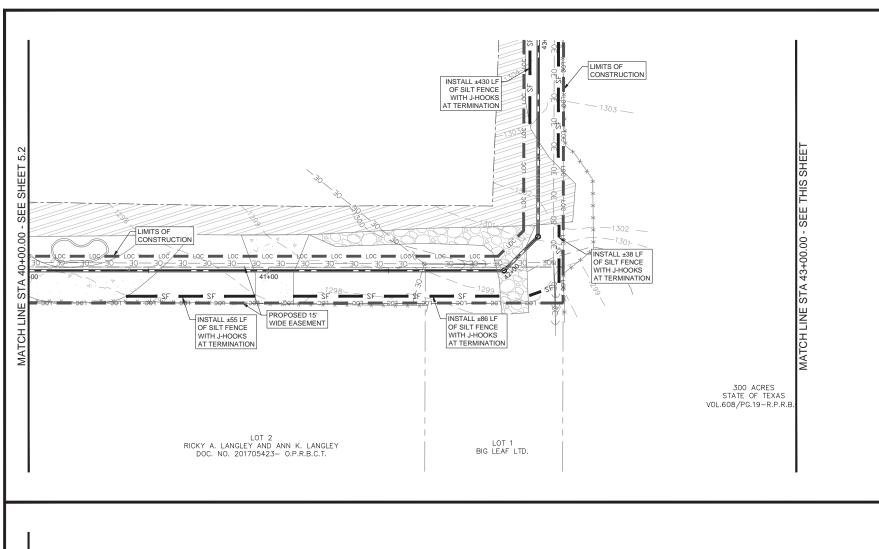
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SEQUENCE OF CONSTRUCTION

- INSTALL ALL TEMPORARY EROSION AND SEDIMENTATION CONTROLS IN ACCORDANCE WITH THIS PLAN.
- 2. PRIOR TO CONSTRUCTION, THE
 CONTRACTOR SHALL CONDUCT SITE
 WORK PRE-CONSTRUCTION CONFERENCE
 BETWEEN THE CITY, CONSULTING
 ENGINEER, CONTRACTOR(S), UTILITY
 COMPANIES, AND OTHER AFFECTED
 PARTIES.
- 3. INSTALL ALL UTILITIES AND APPURTENANCES IN ACCORDANCE WITH THE APPROVED PLANS.
- 4. PERFORM FINAL SITE GRADING AND ESTABLISH VEGETATIVE AREAS.
- 5. PERFORM CLEAN UP FOR THE SITE AND REVEGETATE ALL DISTURBED AREAS IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
- 6. REMOVE ALL SEDIMENT FROM SITE, RESTORE AND STABILIZE ANY DISTURBED AREAS.
- 7. ONCE A MINIMUM OF 80% VEGETATION IS ESTABLISHED (OR AS REQUIRED BY THE PROJECT SPECIFICATIONS), WITH NO BARE AREAS EXCEEDING 16 SF, CONTACT ENGINEER AND LCRA INSPECTOR FOR INSPECTION.
- 8. REMOVE ALL TEMPORARY EROSION AND SEDIMENTATION CONTROLS.

GRAPHIC SCALE 0 10 20

NOTES

- REVEGETATION FOR AREAS WITH SLOPES OF 3:1 (H:V) SHALL REQUIRE THE INSTALLATION OF EROSION CONTROL MATTING OR THROUGH INSTALLATION OF SOD. AREAS WITH SLOPES IN EXCESS OF 3:1 (H:V) SHALL REQUIRE RETAINING WALLS OR OTHER SLOPE STABILIZATION METHODS.
- 2. AREAS LOCATED WITHIN THE LIMITS OF CONSTRUCTION MAY BE USED AS STAGING STOCKPILE, AND SPOILS AREAS. AT THE DISCRETION OF THE INSPECTOR, ADDITIONAL SILT FENCING MAY BE REQUIRED ATTHESE LOCATIONS.
- NO TREES SHALL BE PRUNED OR REMOVED WITHOUT PRIOR NOTIFICATION TO, AND APPROVAL FROM, THE OWNER.
- REFER TO GENERAL NOTES FOR ADDITIONAL INFORMATION.
- 5. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO FILE, AT THE CONTRACTOR'S EXPENSE, ALL FORMS AND PAPERWORK REQUIRED BY THE TPDES GENERAL PERMIT TXR150000 GUIDELINES.
- 6. CONCRETE WASHOUT LOCATION TO BE DETERMINED ONCE CONSTRUCTION HAS BEGUN AND SHALL BE PROPERLY NOTED ON THE SITE MAP AT THAT TIME.
- 7. MUD AND OR DIRT TRACKED INTO THE ROADWAY MUST BE IMMEDIATELY REMOVED UPON DISCOVERY.
- 8. ENVIRONMENTAL INSPECTOR MAY REQUEST ADDITIONAL CONTROLS BE INSTALLED ONSITE IF NEEDED.
- J-HOOKS SHALL BE INSTALLED IN ALL AREAS WHERE THE SILT FENCE IS GREATEI THAN 30° FROM THE CONTOURS AND AT ENDS OF SILT FENCE.
- 10. INSTALL ALL TEMPORARY EROSION AND SEDIMENTATION CONTROLS IN ACCORDANCE WITH THIS PLAN.





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D. MARTIN STARY
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WATER BURNET T, TEXAS

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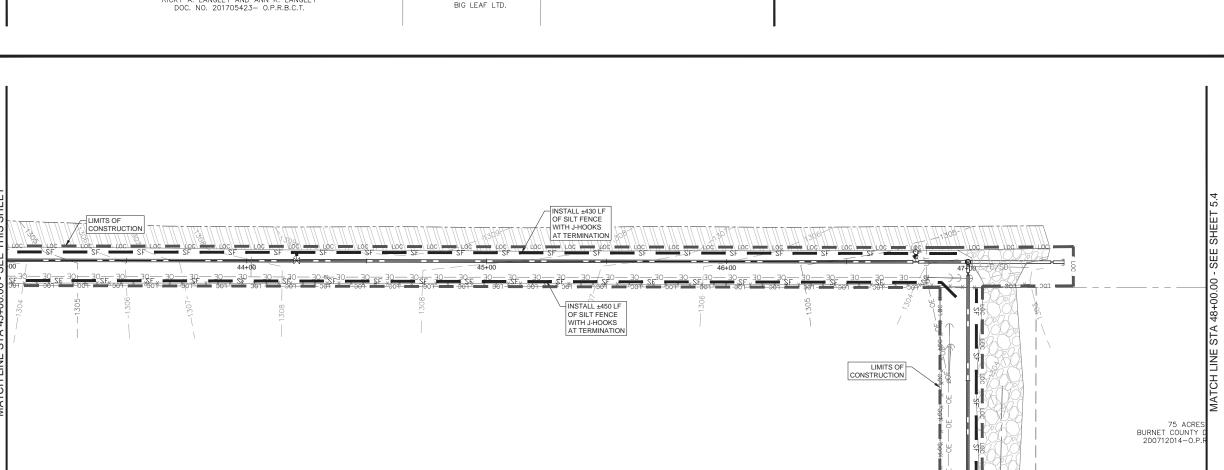
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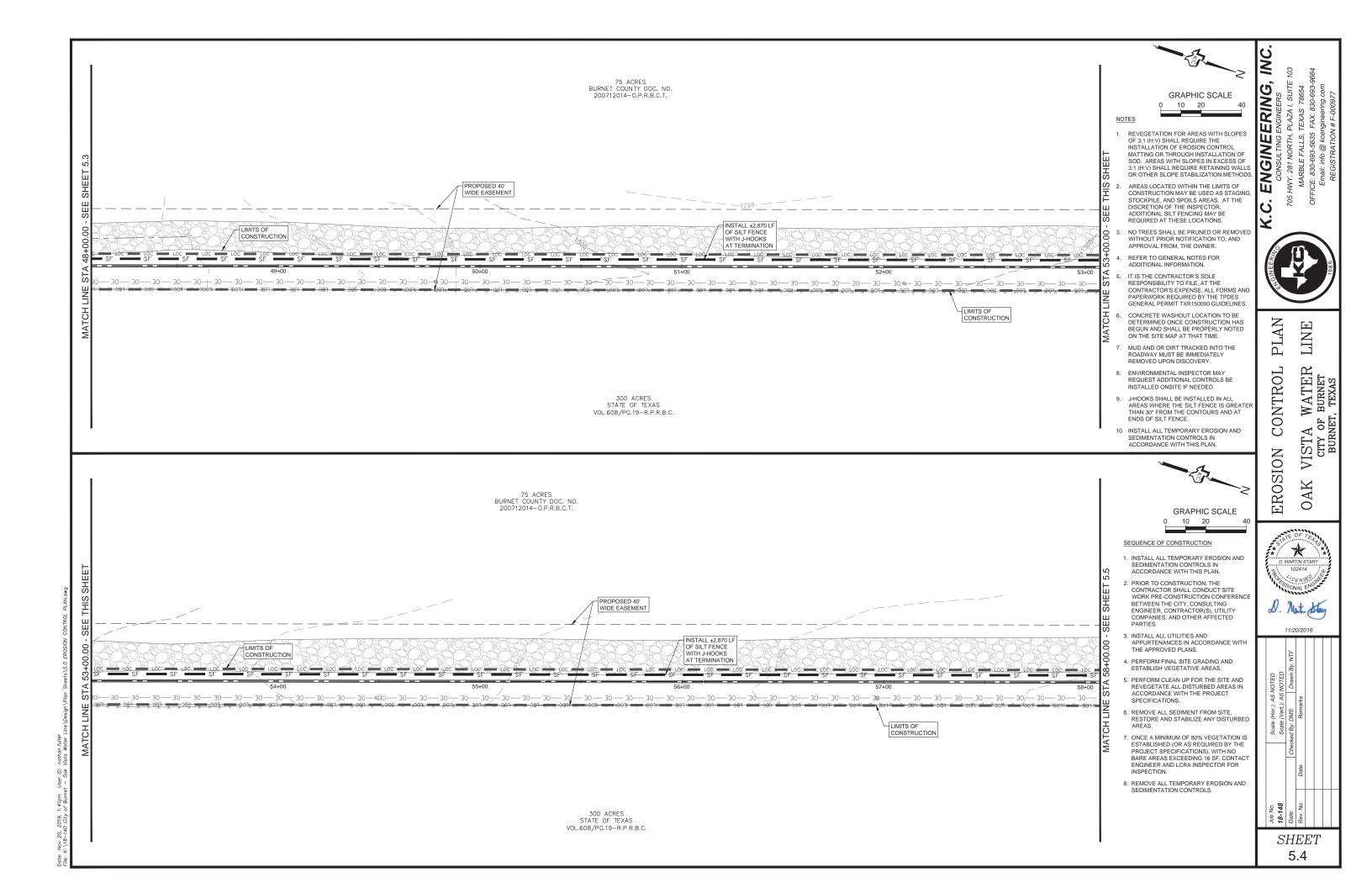
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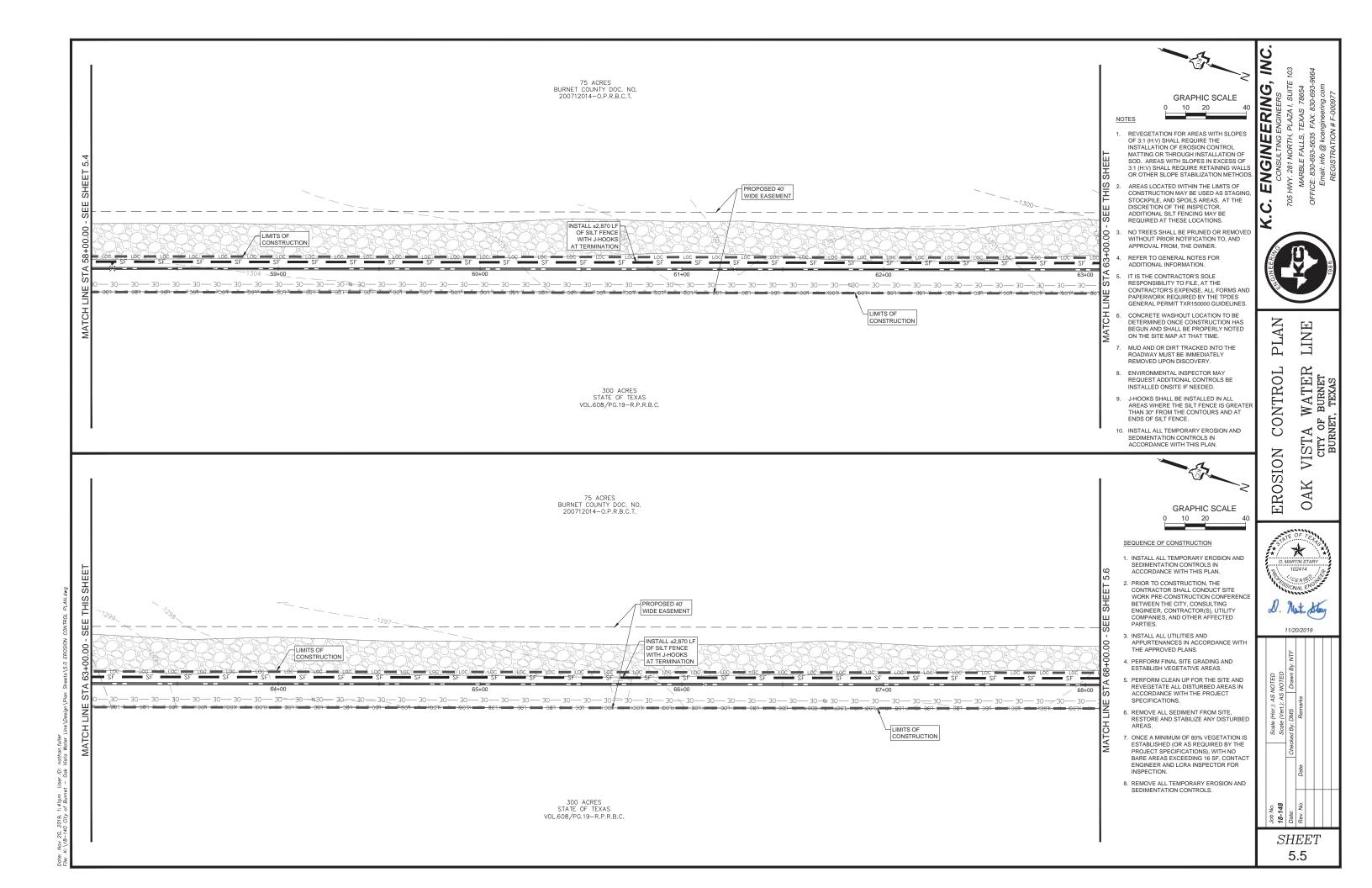
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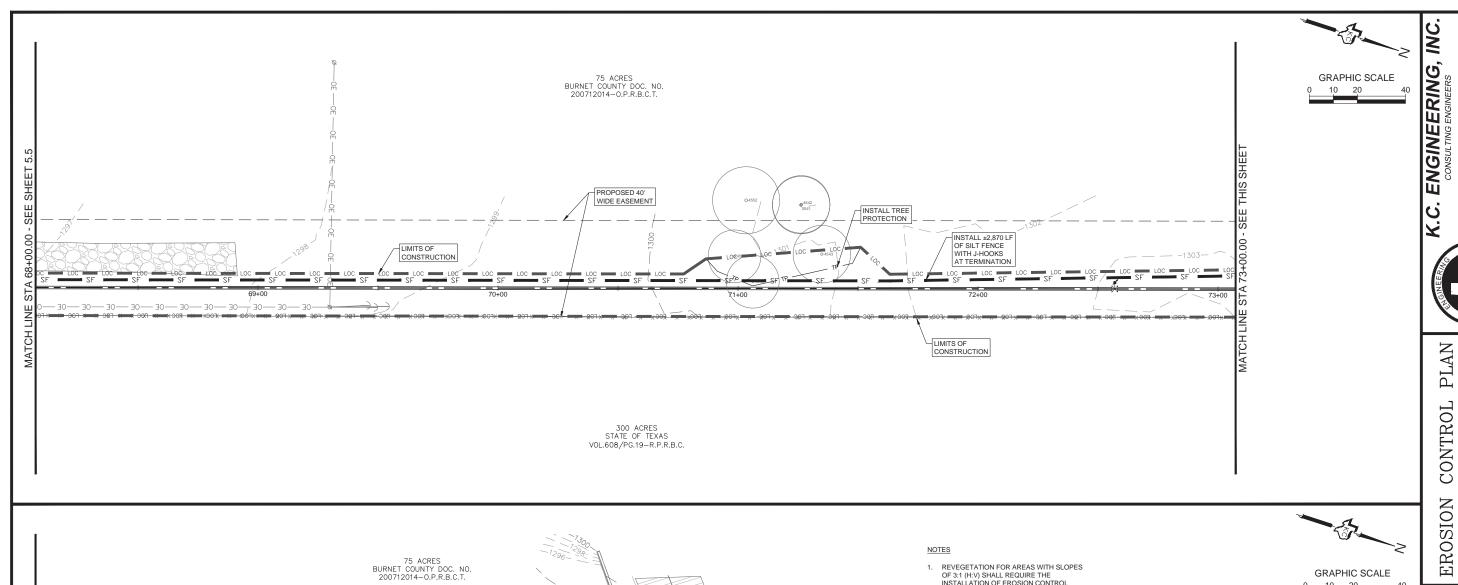




300 ACRES STATE OF TEXAS VOL.608/PG.19-R.P.R.B.C.

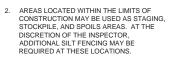






INSTALL 15'X50'

1. REVEGETATION FOR AREAS WITH SLOPES OF 3:1 (H:V) SHALL REQUIRE THE INSTALLATION OF EROSION CONTROL MATTING OR THROUGH INSTALLATION OF SOD. AREAS WITH SLOPES IN EXCESS OF 3:1 (H:V) SHALL REQUIRE RETAINING WALLS OR OTHER SLOPE STABILIZATION METHODS



- 3. NO TREES SHALL BE PRUNED OR REMOVED WITHOUT PRIOR NOTIFICATION TO, AND APPROVAL FROM, THE OWNER.
- 4. REFER TO GENERAL NOTES FOR ADDITIONAL INFORMATION.

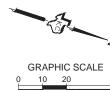
INSTALL ±20 LF

OF SILT FENCE WITH J-HOOKS

AT TERMINATION

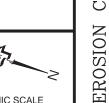
CONSTRUCTION

- 5. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO FILE, AT THE CONTRACTOR'S EXPENSE, ALL FORMS AND PAPERWORK REQUIRED BY THE TPDES GENERAL PERMIT TXR150000 GUIDELINES.
- 6. CONCRETE WASHOUT LOCATION TO BE DETERMINED ONCE CONSTRUCTION HAS BEGUN AND SHALL BE PROPERLY NOTED ON THE SITE MAP AT THAT TIME.
- 7. MUD AND OR DIRT TRACKED INTO THE ROADWAY MUST BE IMMEDIATELY REMOVED UPON DISCOVERY.
- 8. ENVIRONMENTAL INSPECTOR MAY REQUEST ADDITIONAL CONTROLS BE INSTALLED ONSITE IF NEEDED.
- 9. J-HOOKS SHALL BE INSTALLED IN ALL AREAS WHERE THE SILT FENCE IS GREATER THAN 30° FROM THE CONTOURS AND AT ENDS OF SILT FENCE.
- 10. INSTALL ALL TEMPORARY EROSION AND SEDIMENTATION CONTROLS IN ACCORDANCE WITH THIS PLAN.



SEQUENCE OF CONSTRUCTION

- 1. INSTALL ALL TEMPORARY EROSION AND SEDIMENTATION CONTROLS IN ACCORDANCE WITH THIS PLAN.
- 2. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL CONDUCT SITE WORK PRE-CONSTRUCTION CONFERENCE BETWEEN THE CITY, CONSULTING
 ENGINEER, CONTRACTOR(S), UTILITY
 COMPANIES, AND OTHER AFFECTED PARTIES
- 3. INSTALL ALL UTILITIES AND APPURTENANCES IN ACCORDANCE WITH THE APPROVED PLANS.
- 4. PERFORM FINAL SITE GRADING AND ESTABLISH VEGETATIVE AREAS.
- 5. PERFORM CLEAN UP FOR THE SITE AND REVEGETATE ALL DISTURBED AREAS IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
- 6. REMOVE ALL SEDIMENT FROM SITE, RESTORE AND STABILIZE ANY DISTURBED AREAS.
- 7. ONCE A MINIMUM OF 80% VEGETATION IS ESTABLISHED (OR AS REQUIRED BY THE PROJECT SPECIFICATIONS), WITH NO
 BARE AREAS EXCEEDING 16 SF, CONTACT
 ENGINEER AND LCRA INSPECTOR FOR INSPECTION.
- 8. REMOVE ALL TEMPORARY EROSION AND SEDIMENTATION CONTROLS.







LINE

WATER BURNET T, TEXAS

VISTA V

OAK

11/20/2019

SHEET 5.6

CONSTRUCTION

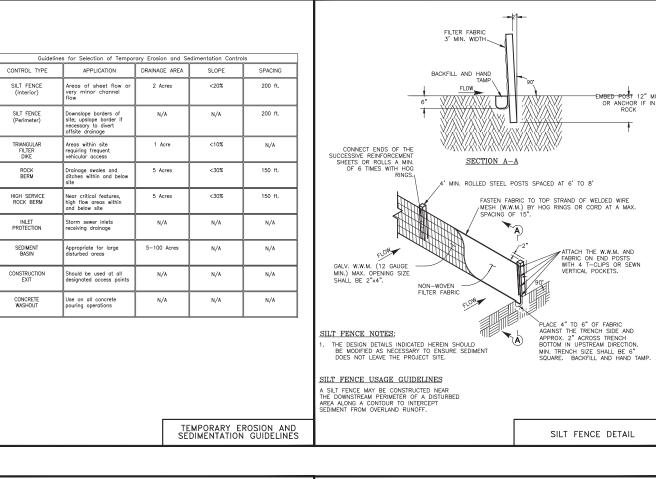
PROPOSED 40' WIDE EASEMENT

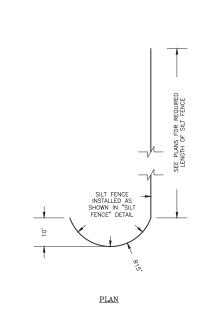
INSTALL ±2.870 LF

OF SILT FENCE WITH J-HOOKS

AT TERMINATION

300 ACRES STATE OF TEXAS VOL.608/PG.19-R.P.R.B.C.





SANDBAGS SPACED @ 3' INTERVALS ROCK OVER SKIRT CROSS SECTION INSTALLATION:

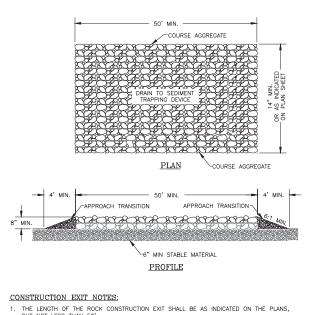
- LAYOUT THE FILTER DIKE FOLLOWING AS CLOSELY AS POSSIBLE TO THE CONTOUR.

- CLEAR THE GROUND OF DEBRIS, ROCKS OR PLANTS THAT WILL INTERFERE WITH INSTALLATION.
- PLACE THE FILTER DIKE SECTIONS ONE AT A TIME, WITH THE SKIRT ON THE UPHILL SIDE TOWARDS THE DIRECTION OF FLOW, ANCHORING EACH SECTION TO THE GROUND BEFORE THE NEXT SECTION IS PLACED.
- SANDBAGS SHOULD BE PLACED ON 3' CENTERS BETWEEN ANCHORS.
- SECURELY FASTEN THE SKIRT FROM ONE SECTION OF FILTER DIKE TO THE NEXT.
- FILTER DIKES MUST MAINTAIN CONTINUOUS CONTACT WITH THE GROUND.
- AFTER THE SITE IS COMPLETELY STABILIZED, THE DIKES AND ANY REMAINING SILT SHOULD BE REMOVED. SILT SHOULD BE DISPOSED OF IN A MANNER THAT WILL NOT CONTRIBUTE TO ADDITIONAL SILTATION.

INSPECTION AND MAINTENANCE GUIDELINES:

- INSPECTION SHOULD BE MADE WEEKLY OR AFTER EACH RAINFALL EVENT AND REPAIR OR REPLACEMENT SHOULD BE MADE PROMPTLY AS NEEDED BY THE CONTRACTOR.
- INSPECT AND REALIGN BERMS AS NEEDED TO PREVENT GAPS BETWEEN THE SECTIONS.
- ACCUMULATED SILT SHOULD BE REMOVED AFTER EACH RAINFALL EVENT, AND DISPOSED OF IN A MANNER WHICH WILL NOT CAUSE ADDITIONAL SILTATION.

TRIANGULAR FILTER DIKE



- BUT NOT LESS THAN 50'.

 THE COARSE AGORECATE SHOULD BE OPEN GRADED WITH A SIZE OF 4" TO 8".

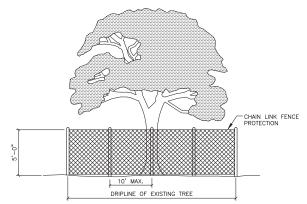
 THE APPROACH TRANSITION SHOULD BE NO STEEPER THAN 6:1.

 THE CONSTRUCTION EXIT SHALL BE GRADED TO ALLOW FOR POSITIVE DRAINAGE.

 THE DESIGN DETAILS INDICATED HEREIN SHOULD BE MODIFIED AS NECESSARY TO ENSURE SEDIMENT DOES NOT LEAVE PROJECT SITE.

CONSTRUCTION EXIT

EQUIPMENT
& VEHICLE
STORAGE
AND
MAINTENANCE
AREA CONSTRUCTION AND WASTE MATERIAL STORAGE AREA FIELD OFFICE ENTRANCE /EXIT LEGEND - SILT FENCE FLOW ARROWS CONSTRUCTION STAGING AREA



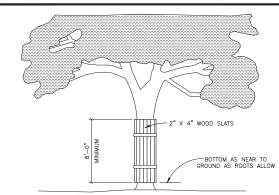
TREE PROTECTION NOTES:

- TREE PROTECTION FENCES SHALL BE INSTALLED PRIOR TO THE COMMENCEMENT OF ANY SITE PREPARATION WORK (CLEARING, GRUBBING OR GRADING).
- FENCES SHALL COMPLETELY SURROUND THE TREE, OR CLUSTERS OF TREES; WILL BE LOCATED AT THE OUTERMOST LIMIT OF THE TREE BRANCHES (DRIPLINE), AND WILL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PROJECT IN ORDER TO PREVENT THE FOLLOWING:
- A. SOIL COMPACTION IN THE ROOT ZONE AREA RESULTING FROM VEHICULAR TRAFFIC, OR STORAGE OF EQUIPMENT OR MATERIALS.
- OF EQUIPMENT OR MALEMALS.

 B. ROOT ZONE DISTURBANCES DUE TO GRADE CHANGES (GREATER THAN SIX INCHES (6")
 CUT OR FILL,
 OR TRENCHING NOT REVIEWED AND AUTHORIZED BY THE CITY.
 - C. WOUNDS TO EXPOSED ROOTS, TRUNKS OR LIMBS BY MECHANICAL EQUIPMENT.
- D. OTHER ACTIVITIES DETRIMENTAL TO TREES, SUCH AS CHEMICAL STORAGE, CEMENT TRUCK CLEANING AND FIRE.
- EXCEPTIONS TO INSTALLING FENCES AT TREE DRIPLINES MAY BE PERMITTED IN THE FOLLOWING CASES:
- A. WHERE PERMEABLE PAVING IS TO BE INSTALLED, ERECT THE FENCE AT THE OUTER LIMITS PERMEABLE PAVING AREA.
- (6'-0") TO BUILDING.

TREE PROTECTION -CHAIN LINK FENCE

J-HOOK DETAIL



TREE PROTECTION NOTES:

- WHERE ANY EXCEPTIONS RESULT IN A FENCE BEING CLOSER THAN FOUR FEET (4'-0") TO A TREE TRUNK; PROTECT THE TRUNK WITH STRAPPED-ON-PLANKING TO A HEIGHT OF EIGHT FEET O"), OR TO THE LIMITS OF LOWER BRANCHING IN ADDITION TO THE REDUCED FENCING
- ANY ROOTS EXPOSED BY CONSTRUCTION ACTIVITY SHALL BE PRUNED FLUSH WITH THE SOIL. BACKFILL ROOT AREAS WITH GOOD QUALITY TOP SOIL AS SOON AS POSSIBLE. IF EXPOSED ROOT AREAS ARE NOT BACKFILLED WITHIN TWO (2) DAYS, COVER THEM WITH ORGANIC MATERIAL IN A MANNER WHICH REDUCES SOIL TEMPERATURE, AND MINIMIZES WATER LOSS DUE TO EVAPORATION.
- PRIOR TO EXCAVATION OR GRADE CUTTING WITHIN TREE DRIPLINE. MAKE A CLEAN CUT BETWEEN THE DISTURBED AND UNDISTURBED ROOT ZONES WITH A ROCK SAW OR SIMILAR EQUIPMENT, TO MINIMIZE DAMAGE TO REMAINING ROOTS.
- TREES MOST HEAVILY IMPACTED BY CONSTRUCTION ACTIVITIES SHOULD BE WATERED DEEPLY ONCE A WEEK DURING PERIODS OF HOT, DRY WEATHER. TREE CROWNS SHOULD BE SPRAYED WITH WATER PERIODICALLY TO REDUCE DUST ACCUMULATION ON THE LEAVES.
- ANY TRENCHING REQUIRED FOR THE INSTALLATION OF LANDSCAPE IRRIGATION SHALL BE PLACED AS FAR FROM EXISTING TREE TRUNKS AS POSSIBLE.
- 6. NO LANDSCAPE TOPSOIL DRESSING GREATER THE FOUR INCHES (4") SHALL BE PERMITTED WITHIN THE DRIPLINE OF A TREE. NO SOIL IS PERMITTED ON THE ROOT FLARE OF ANY TREE.

PRUNING TO PROVIDE CLEARANCE FOR STRUCTURES, VEHICULAR TRAFFIC AND EQUIPMENT SHALL TAKE PLACE BEFORE CONSTRUCTION BEGINS.

TREE PROTECTION - WOOD SLATS

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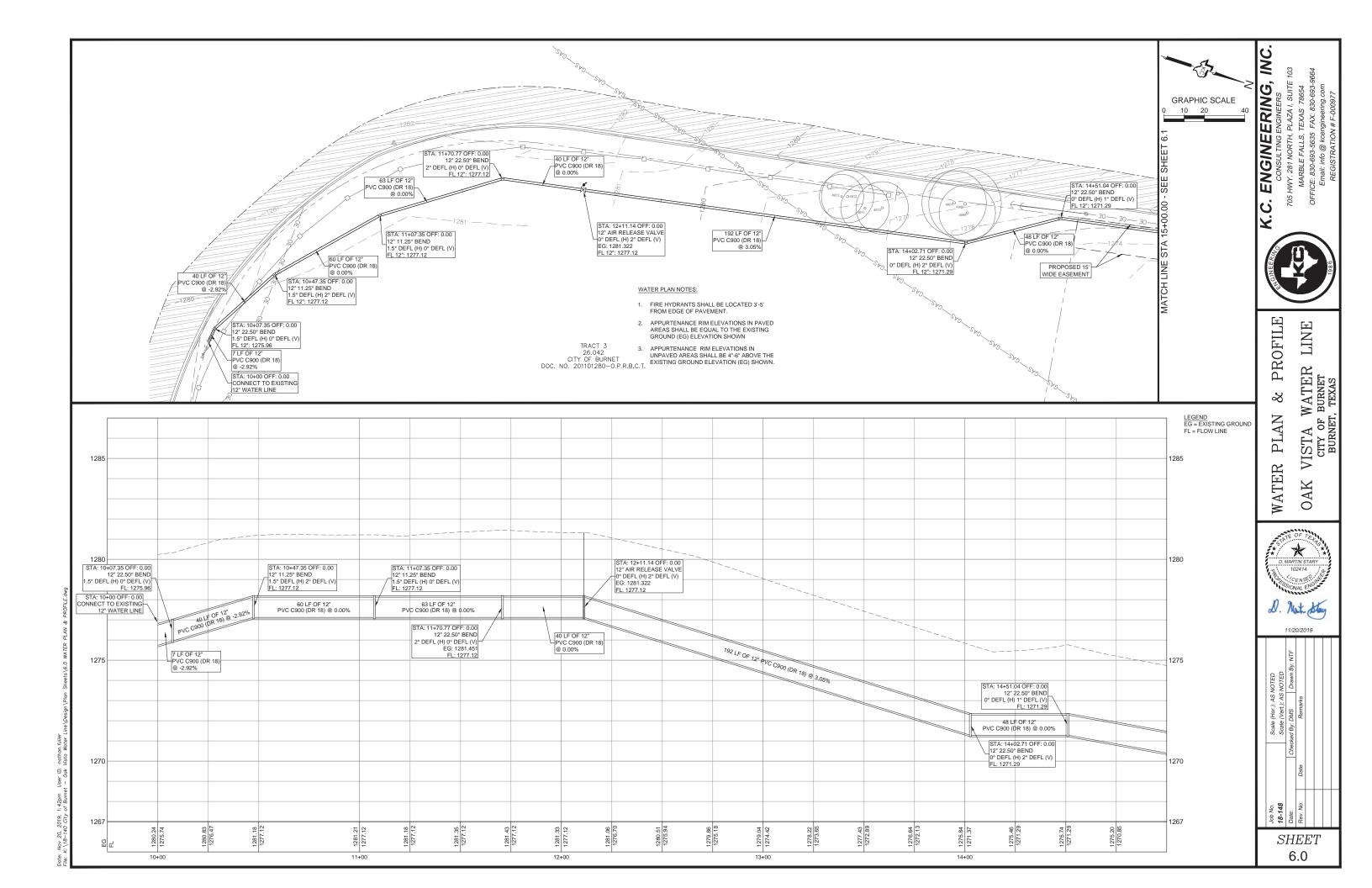
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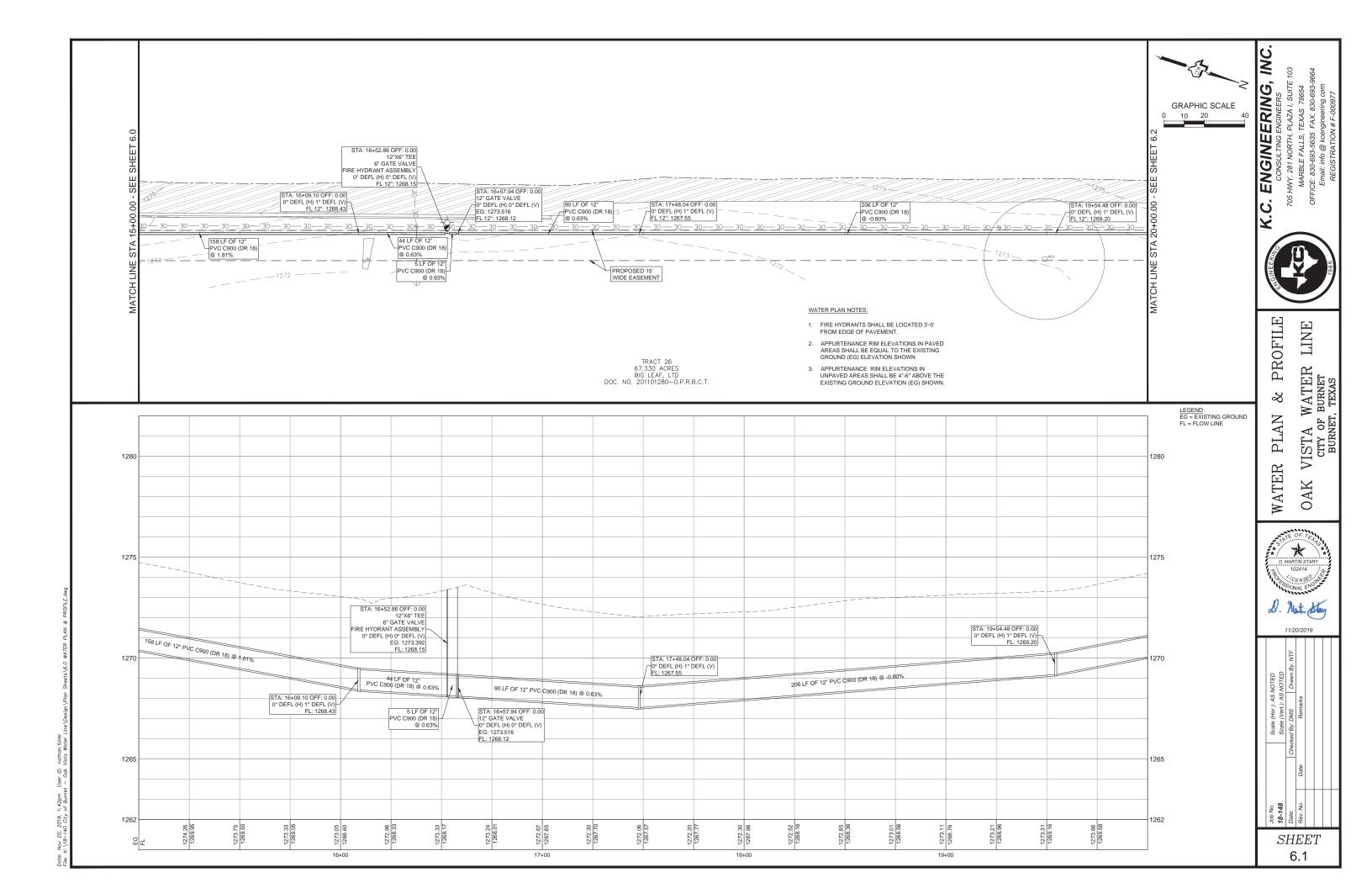
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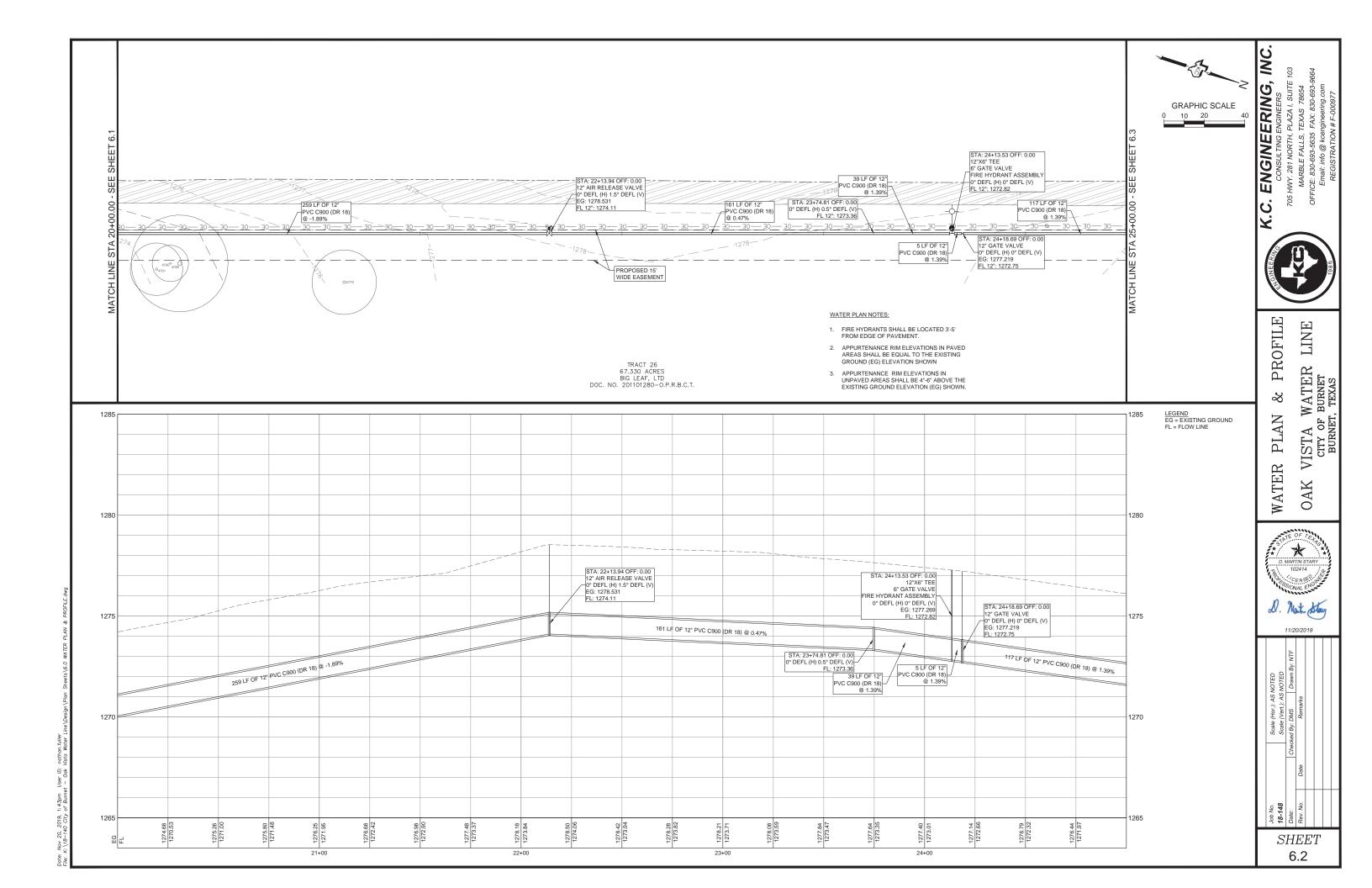
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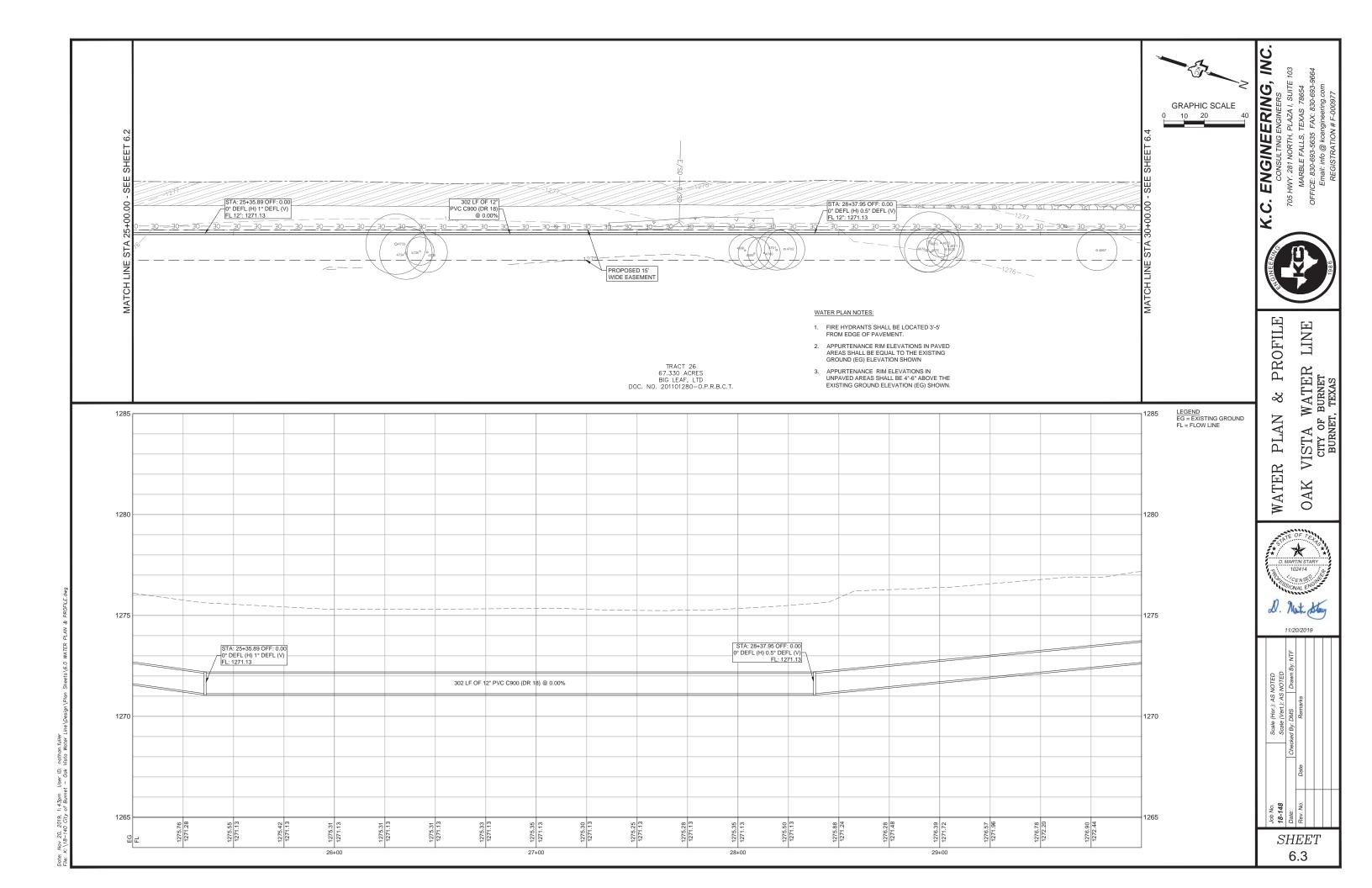
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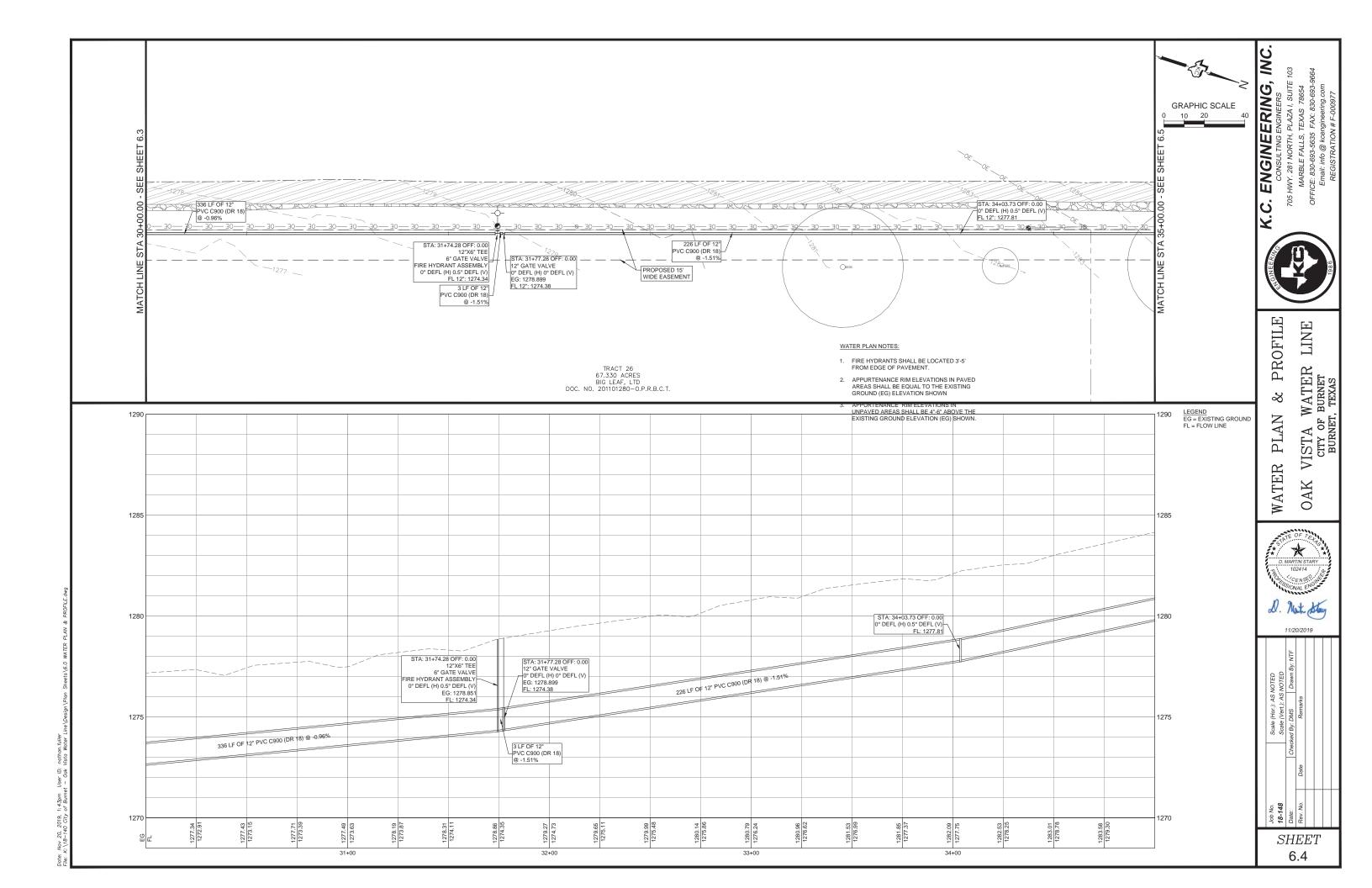
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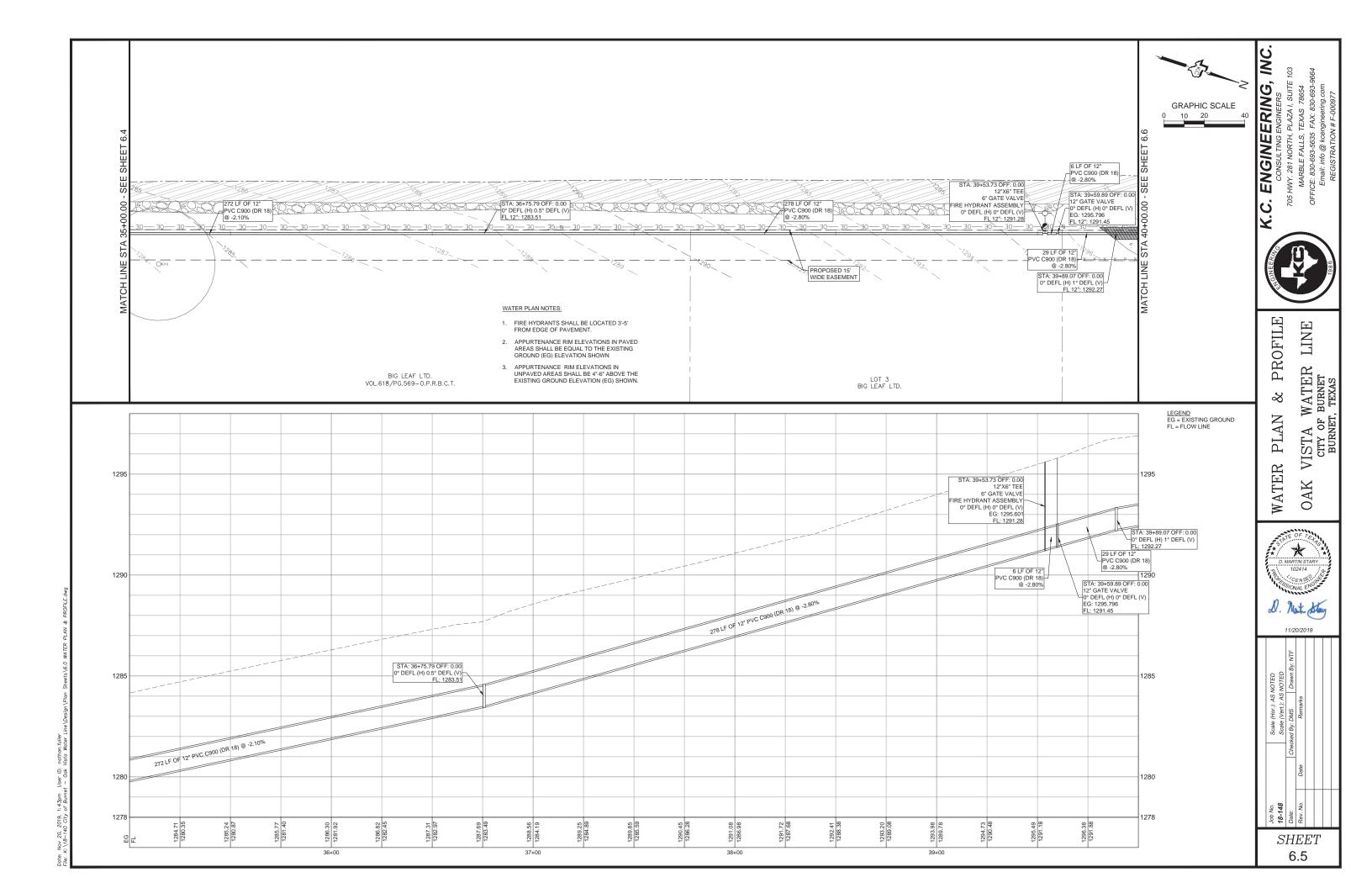


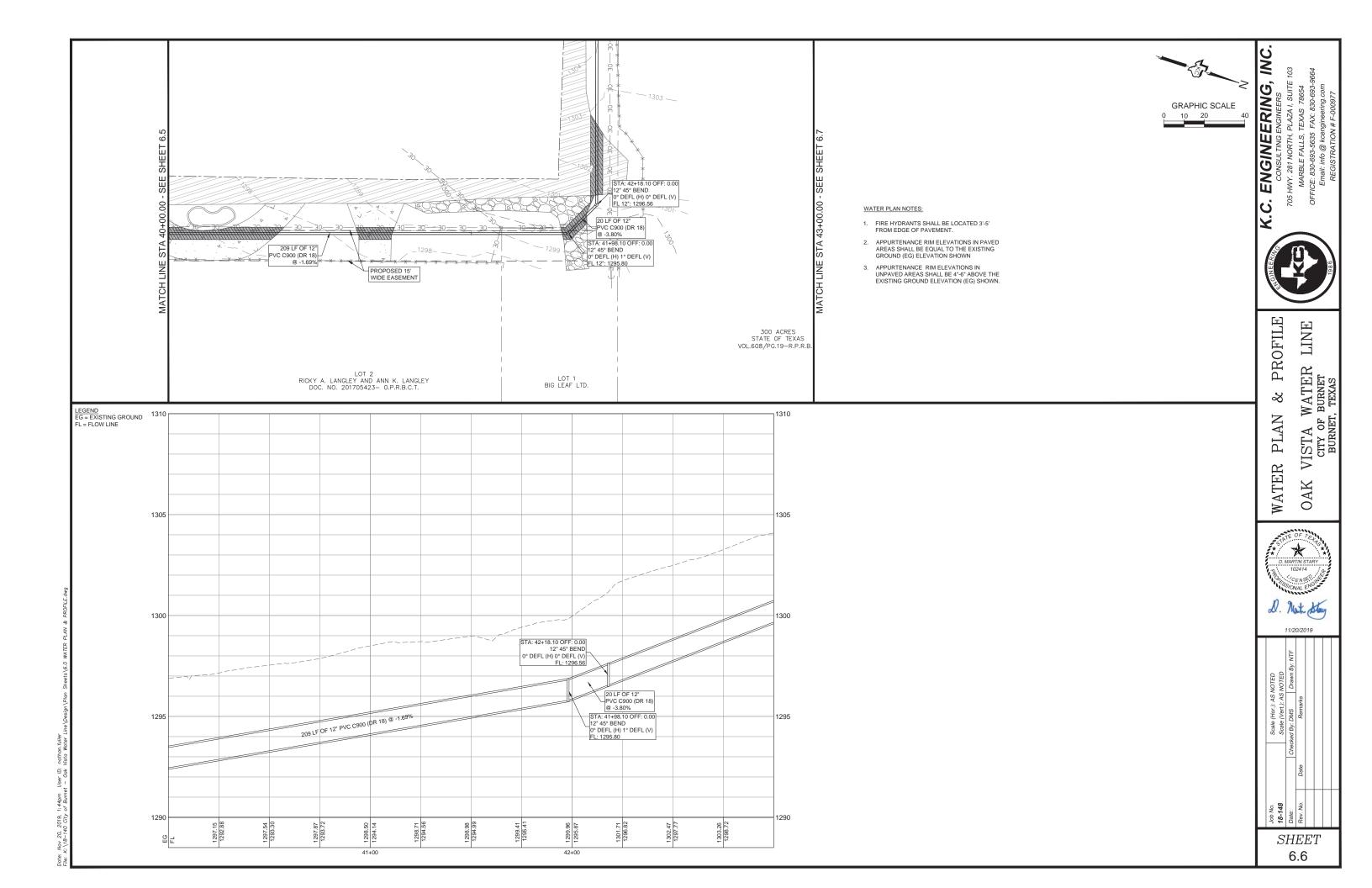


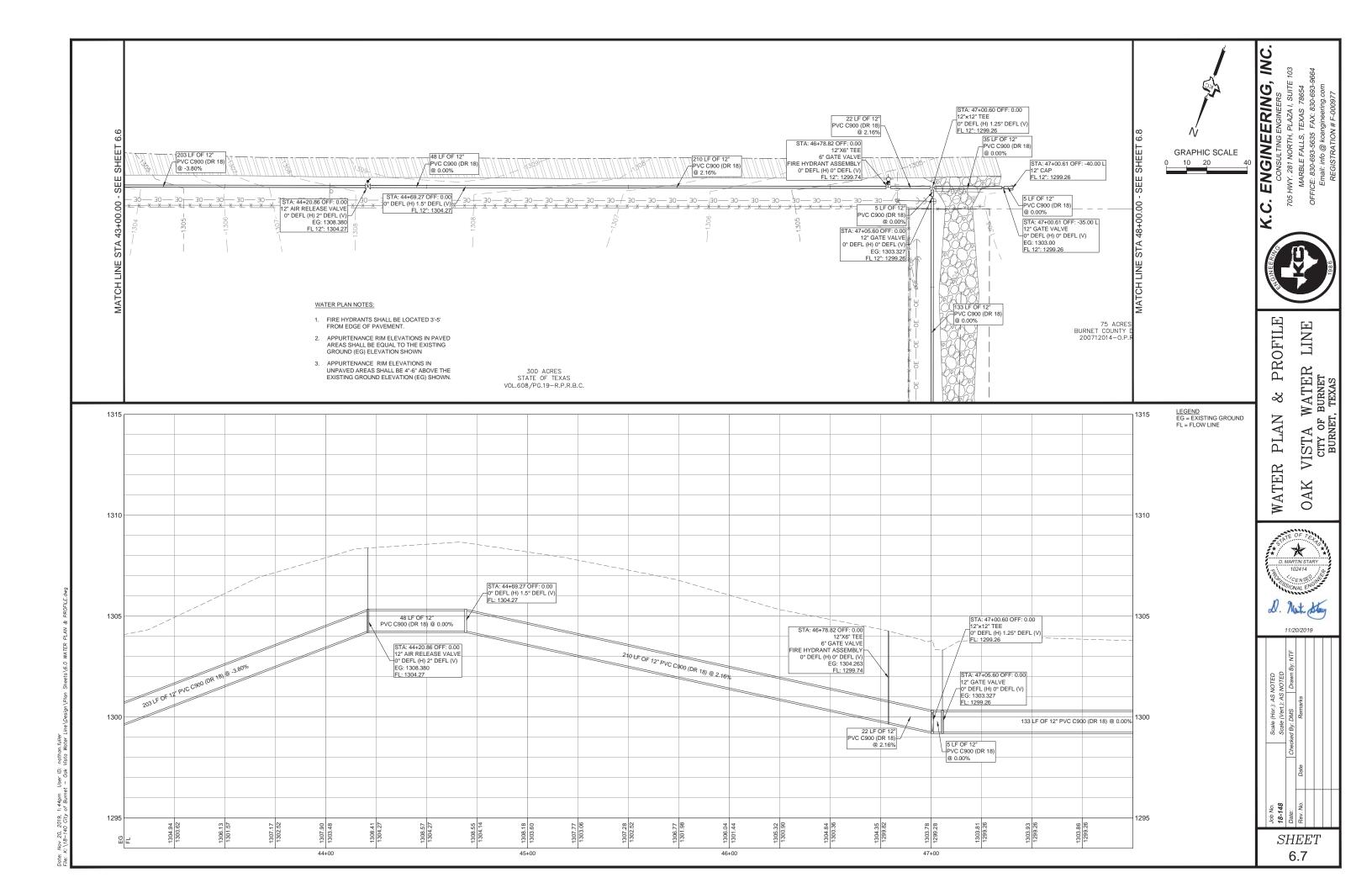


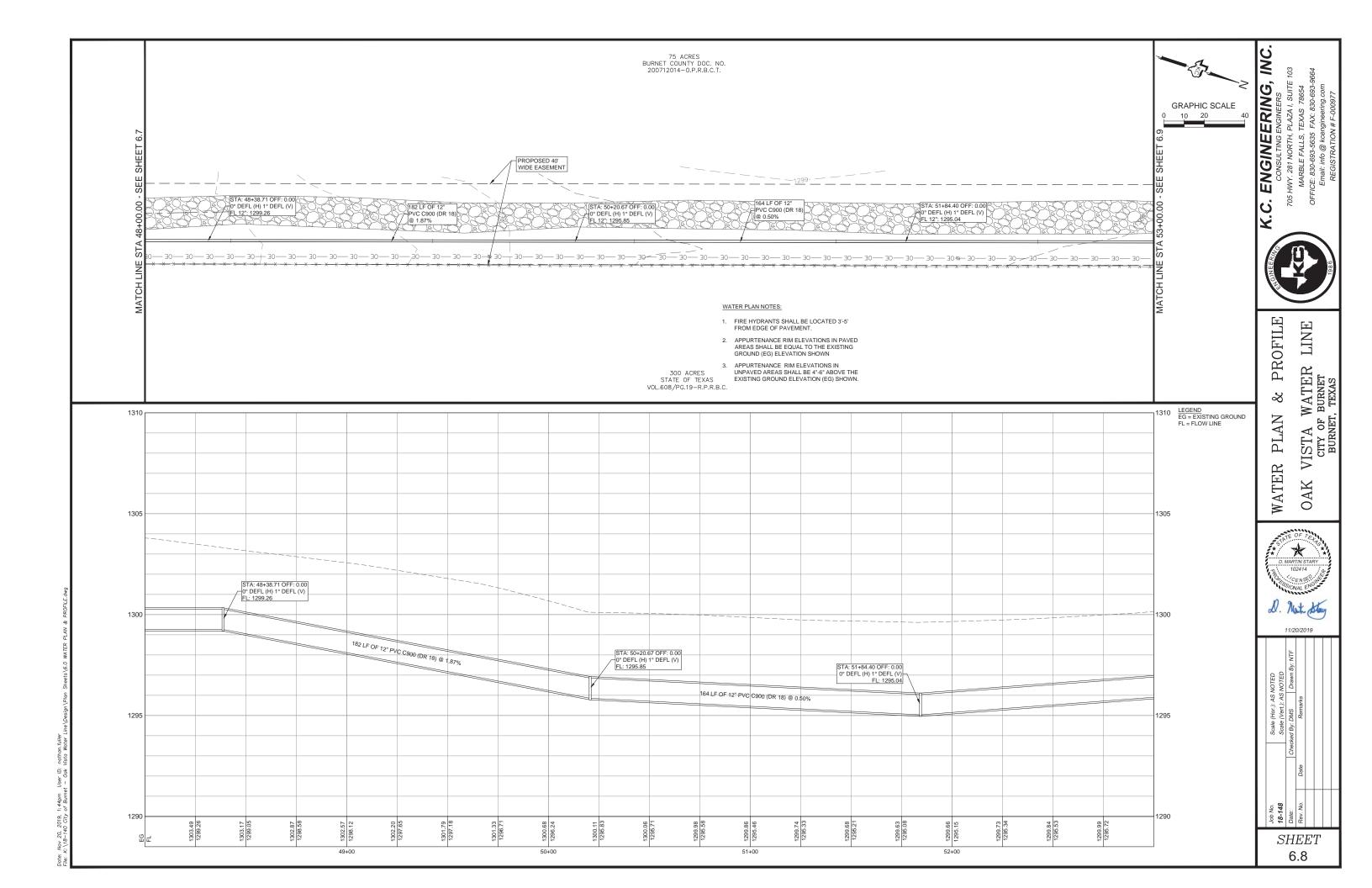


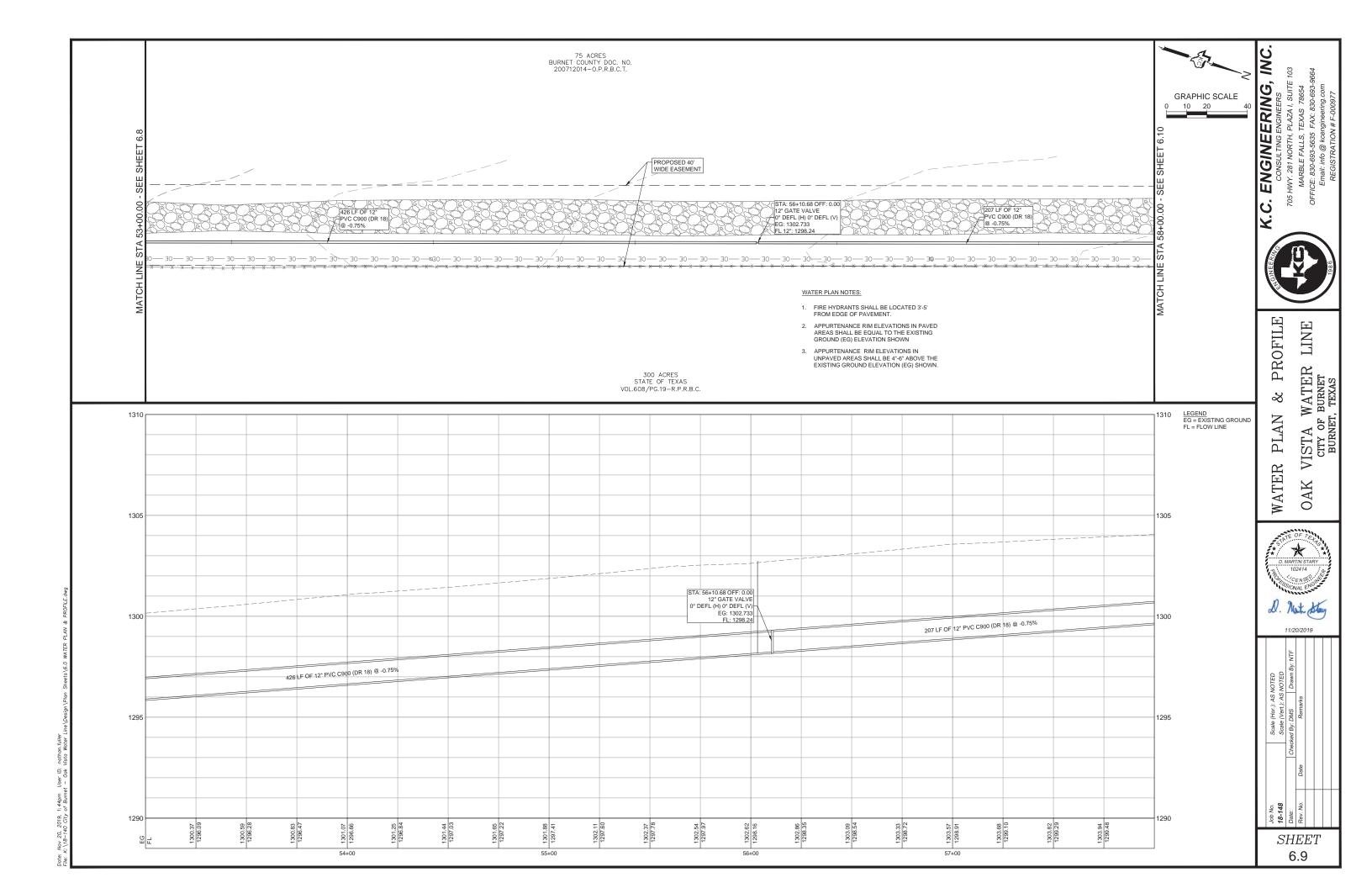


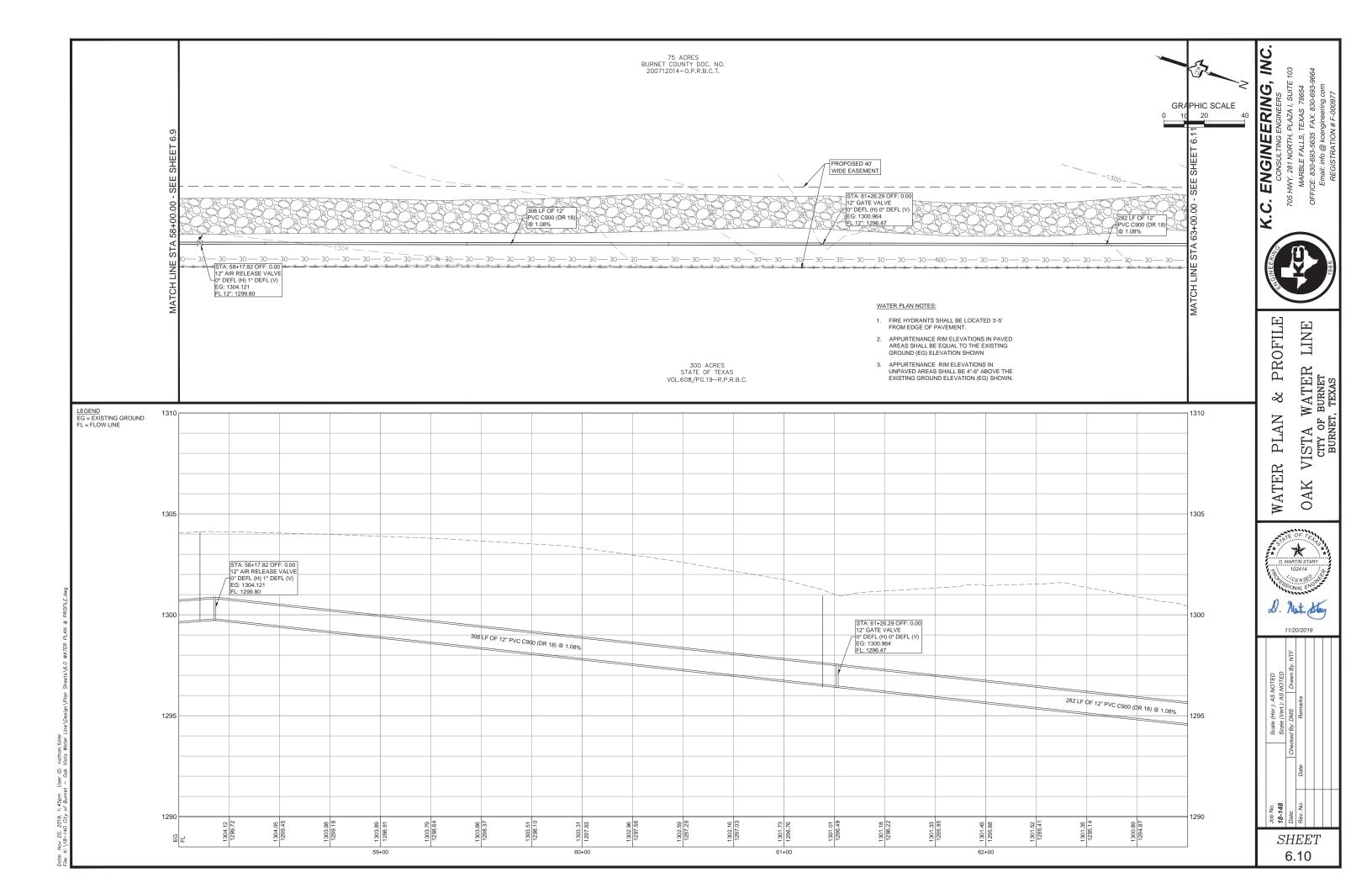


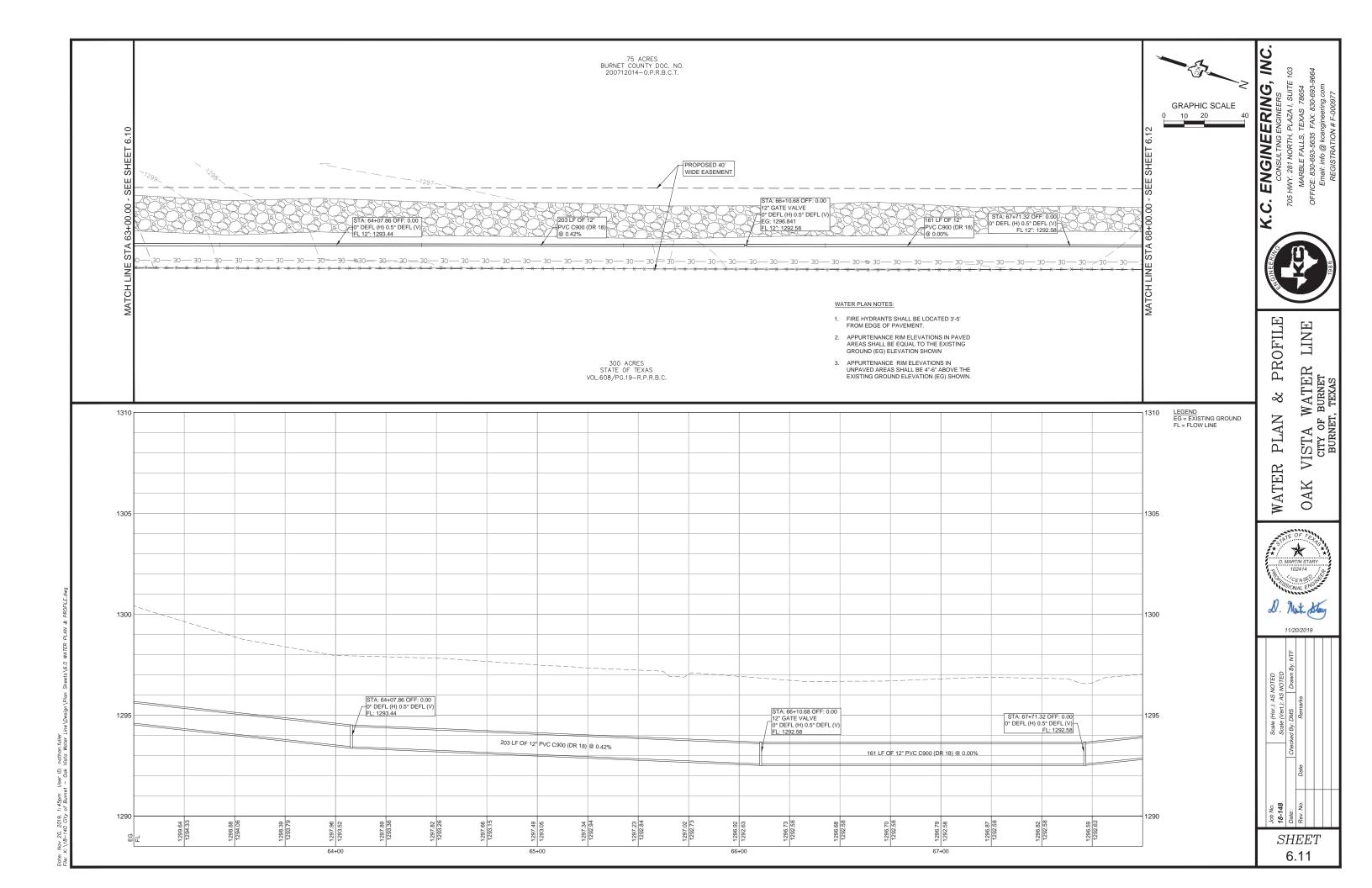


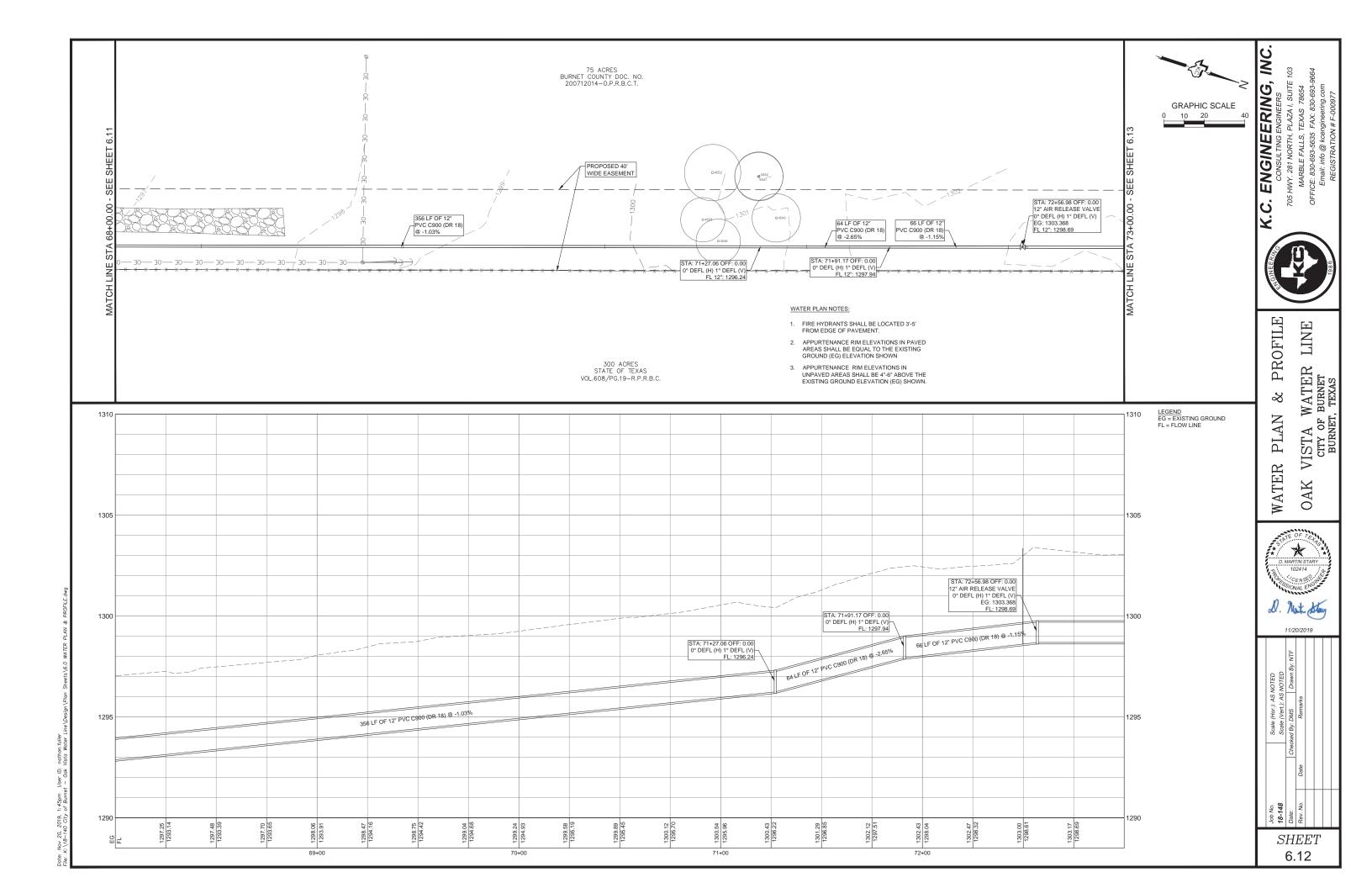


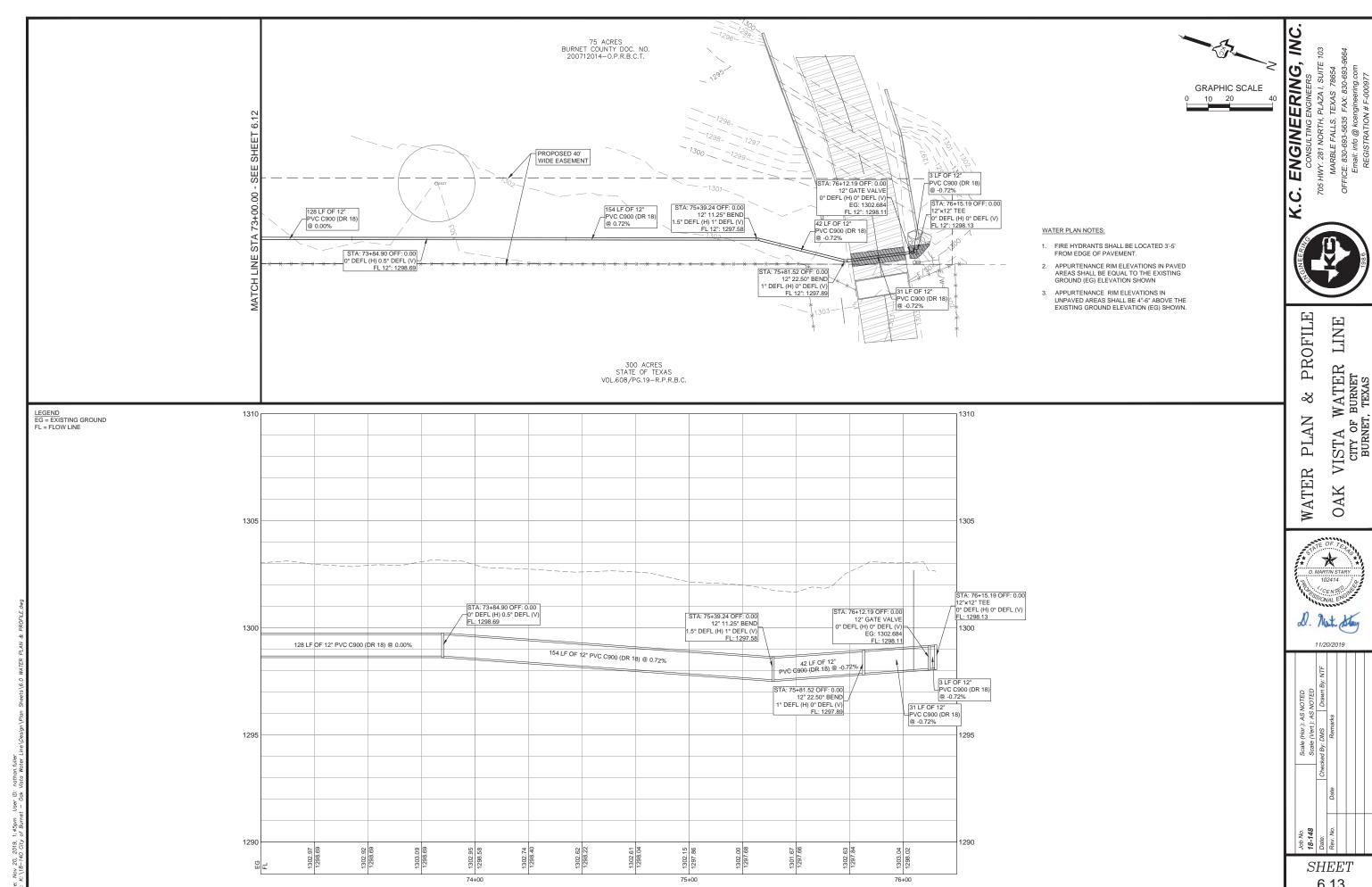




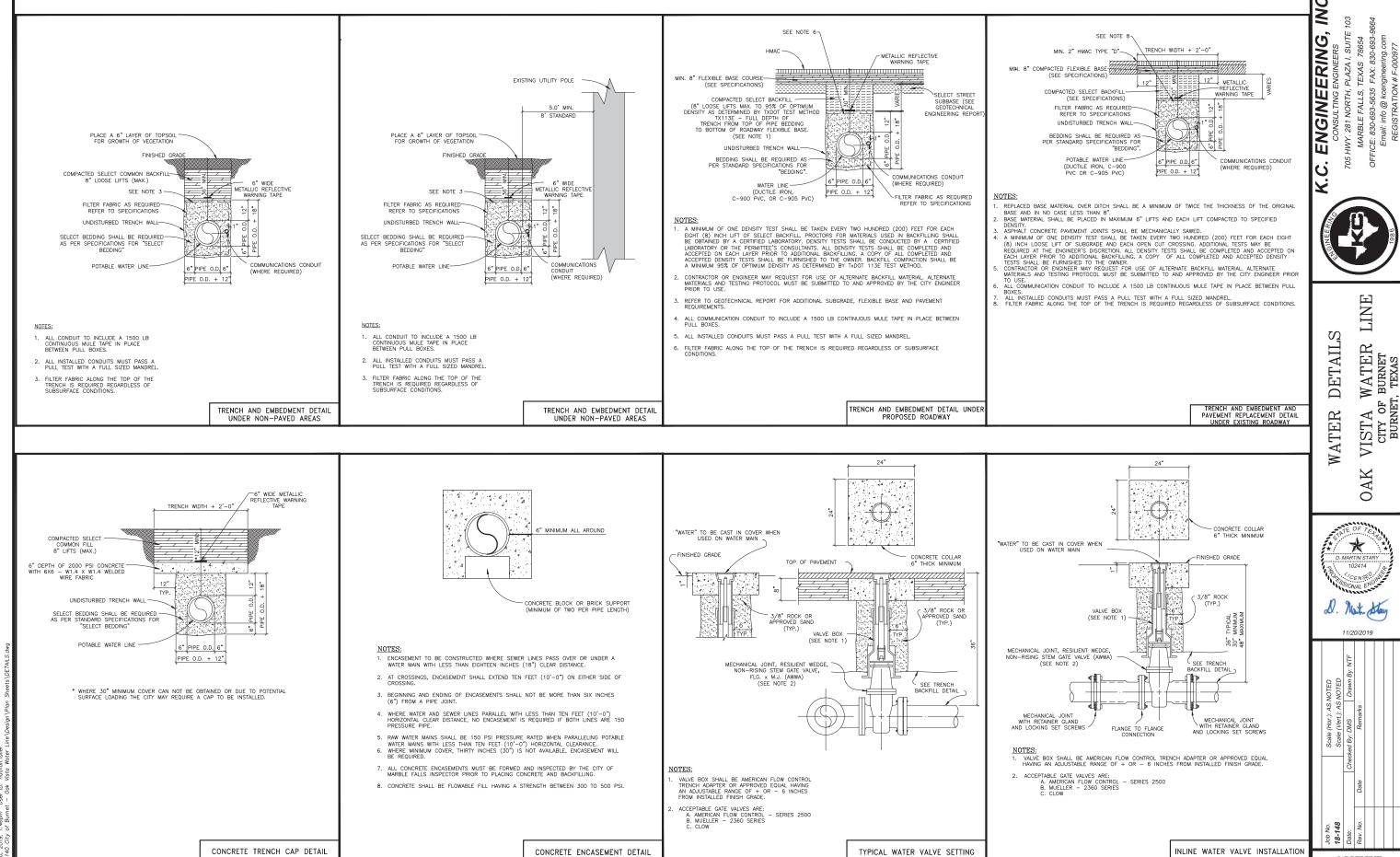








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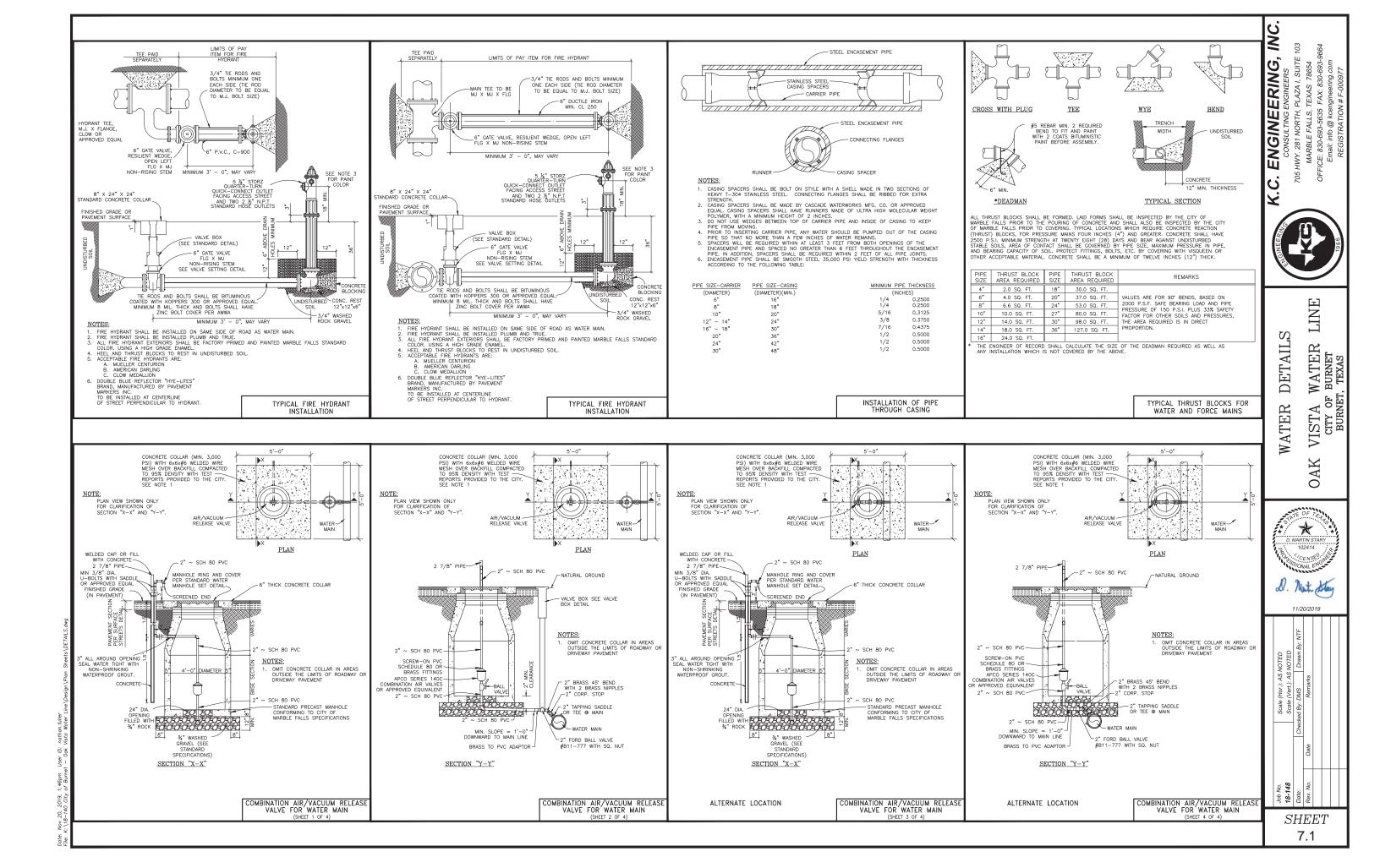
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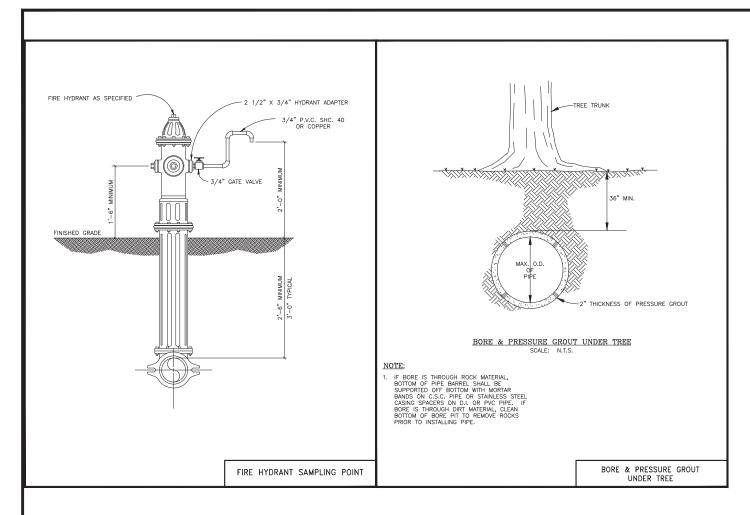
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DETAILS WATER

K.C. ENGINEERING, INC.

CONSULTING ENGINEERS

705 HWY. 281 NORTH, PLAZA I, SUITE 103

MARBLE FALLS, TEXAS 78654

OFFICE: 830-693-5635 FAX: 830-693-9664

Email: info @ keengineering.com

REGISTRATION # F-000977

VISTA WATER LINE CITY OF BURNET BURNET, TEXAS

OAK

11/20/2019 Scale (Hor.): AS NOTED
Scale (Vert.): AS NOTED
lecked By: DMS
Remarks

> SHEET 7.2



Public Works Department

ITEM 4.9

Gene Courtney
Director of Public Works
(512)-756-2402
gcourtney@cityofburnet.com

Agenda Item Brief

Meeting Date: January 28, 2020

Agenda Item: Discuss and consider action: Award of contract to install a new

12" water line along Oak Vista Boulevard. G. Courtney

Background: Staff received bids from 9 different companies for the

installation of a new 12" water line along Oak Vista Boulevard on January 14,2020. These bids included a base bid for 3,275 linear feet of pipe installation, and an alternate bid for an additional 3,381 linear feet of pipe installation that would run

north through the Burnet County Jail property.

Information: Aaron Concrete provided a cost of \$315,801 for the base bid

and \$285,832 for the alternate bid. Staff is not recommending awarding the alternate bid. With that in consideration staff will be negotiating the base bid to change it from 3,275 linear feet to 2,962 linear feet of pipe installation which would change the engineer cost estimate of the base bid of \$315,801 to \$283,183. Additionally, city staff will need to relocate an existing power line to accommodate the new water line. The all-in cost for the negotiated base bid, relocation of the power line and contingency would be \$330,000. This is an in-kind project with the landowner so the cities financial responsibility would be 50% of the total project cost. Attached to this brief is a recommendation letter from KC engineering that includes a bid tabulation of all the bids provided to the city for this project.

Fiscal Impact: \$165,000

Recommendation: Follow the recommendation of KC Engineering and award

Aaron Concrete the contract for the installation of a new 12"

water line along Oak Vista Boulevard.



KC ENGINEERING, INC.

705 North Hwy 281, Suite 103 • Marble Falls, Texas 78654 • Phone 830.693.5635 • Fax 830.693.9664 • www.kcengineering.com

January 15, 2020 Project Number: 18-140

Ms. Kelly Dix City Secretary City of Burnet 1001 Buchanan Drive, Suite 4 Burnet, TX 78611

Dear Ms. Dix:

K. C. Engineering, Inc. (KCE) has reviewed and tabulated nine (9) bids received on January 14, 2020 for the construction of the Oak Vista Water Line project. Each bidder provided a bid bond as required. The bidders' unit prices were entered into an Excel spreadsheet and all bidders' calculations were checked for accuracy.

Based upon KCE's calculations, (attached to this letter for reference), the base bid amounts for each bidder are as follows:

Aaron Concrete	\$315,801.00
Premier Texas Construction	\$324,475.88
JM Pipeline Construction	\$365,225.00
Balcones Ridge Construction	\$434,108.00
Qro-Mex Construction	\$467,540.80
JBS Underground Construction	\$487,810.58
Rockin Q Construction	\$524,676.00
Royal Vista Construction	\$555,878.50
Lupe Rubio Construction	\$597,530.24

Based upon KCE's calculations, (attached to this letter for reference), the bid alternate amounts for each bidder are as follows:

Aaron Concrete	\$285,832.00
Premier Texas Construction	\$292,954.13
JM Pipeline Construction	\$333,667.70
Balcones Ridge Construction	\$391,013.40
Qro-Mex Construction	\$406,454.20
JBS Underground Construction	\$423,961.70
Rockin Q Construction	\$467,024.00
Royal Vista Construction	\$452,188.90
Lupe Rubio Construction	\$568,025.60

Based upon KCE's calculations, the total of the base bid plus the bid alternate amounts for each bidder are as follows:

Aaron Concrete	\$601,633.00
Premier Texas Construction	\$617,430.01
JM Pipeline Construction	\$698,892.70
Balcones Ridge Construction	\$825,121.40
Qro-Mex Construction	\$873,995.00
JBS Underground Construction	\$911,772.28
Rockin Q Construction	\$991,700.00
Royal Vista Construction	\$1,008,067.40
Lupe Rubio Construction	\$1,165,555.84

Based upon KCE's review of the bids received, I recommend that the City of Burnet enter into contract with the low bidder, Aaron Concrete, for construction of the Oak Vista Water Line project.

I can be available to discuss this recommendation at your convenience.

Sincerely,

K.C. Engineering, Inc. Firm Registration #:F-000977

•

By:

D. Martin Stary, P. E.

Senior Engineer

Cc: David Vaugh, City Manager



Administration

ITEM 4.10

David Vaughn City Manager (512)-715-3208 dvaughn@cityofburnet.com

Agenda Item Brief

Meeting Date: January 28, 2020

Agenda Item: Discuss and consider action: Authorize the use of Hotel/Motel

Funds for the purchase of a street trolley: D. Vaughn.

Background:

Information: Staff will be looking at a used trolley in Arlington on Friday

January 24th. Staff may, or may not, request direction from

Council depending on the outcome of that visit.

Fiscal Impact: To be determined. The asking price of the trolley under

consideration is approximately \$35,000.

Recommendation: To be determined.

Racial Profiling Report | Full

Reporting Date: 01/10/2020

Agency Name: BURNET POLICE DEPT.

TCOLE Agency Number: 053201

Chief Administrator: PAUL G. NELSON

Agency Contact Information: Phone: (512) 756-6404

Email: pnelson@cityofburnet.com

Mailing Address:

P O BOX 1369 105 S. Rhomberg BURNET, TX 78611

This Agency filed a full report

BURNET POLICE DEPT, has adopted a detailed written policy on racial profiling. Our policy:

- 1.) clearly defines acts constituting racial profiling;
- 2.) strictly prohibit peace officers employed by the BURNET POLICE DEPT, from engaging in racial profiling;
- 3.) implements a process by which an individual may file a complaint with the <u>BURNET POLICE DEPT</u>, if the individual believes that a peace officer employed by the <u>BURNET POLICE DEPT</u>, has engaged in racial profiling with respect to the individual;
- 4.) provides public education relating to the agency's complaint process;
- 5.) requires appropriate corrective action to be taken against a peace officer employed by the <u>BURNET POLICE</u> <u>DEPT.</u> who, after an investigation, is shown to have engaged in racial profiling in violation of the <u>BURNET POLICE</u> <u>DEPT.</u> policy adopted under this article;
- 6.) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - a.) the race or ethnicity of the individual detained;
 - b.) whether a search was conducted and, if so, whether the individual detained consented to the search; and
 - c.) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
- 7.) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision(6) to:
 - a.) the Commission on Law Enforcement; and
 - b.) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

Executed by: Paul Nelson, Chief of Police

Date: 01/10/2020

Total stops: 2782

Gender	
Female	1127
Male	1655
Race / Ethnicity	
Black	110
Asian / Pacific Islander	31
Hispanic / Latino	2145
White	475
Alaska Native / American	2
Was race or ethnicity known prior	to stop?
Yes	51
No	2731
Reason for stop?	
Violation of law	128
Preexisting knowledge	5
Moving traffic violation	2144
Vehicle traffic violation	505
Street address or approximate loca	ation of the stop
City street	807
US highway	369
County road	23
State highway	1573
Private property or other	10
Was a search conducted?	
Yes	69
No	2713
Reason for Search?	
consent	29
contraband	0
probable	37
inventory	0

ncident to arrest	2
Was Contraband discovered?	
Yes	43
No	26
Description of contraband	
Drugs	36
Currency	0
Weapons	1
Alcohol	0
Stolen property	0
Other	6
Result of the stop	
Verbal warning	6
Written warning	2040
Citation	725
Written warning and arrest	5
Citation and arrest	5
Arrest	1
Arrest based on	
Violation of Penal Code	8
Violation of Traffic Law	2
Violation of City Ordinance	0
Outstanding Warrant	1
Was physical force resulting in boo	dily injury used during stop?
Yes	0
No	2782

Submitted electronically to the



The Texas Commission on Law Enforcement



CITY OF BURNET

FINANCIAL REPORT

for the First Quarter ended December 31, 2019

Table of Contents

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Quarterly Cash and Investment Report23
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FY 2020

GENERAL FUND

The General Fund ended the first quarter with a profit of \$299,326 which is tracking well with our budget and is consistent with last year.

Revenues (excluding the Use of Fund Balance) came in at 28% of budget for the quarter and increased \$327,324 over last year. Current Property Tax Collections increased \$234,242 and Sales Taxes have increased \$54,154. Payment timing differences have resulted in an increase in Inter-local revenue collections from the school resource officer program of \$124,919 and a decrease in interdepartmental fees for Fire/EMS coverage of \$70,061. EMS transport fees and Transfers in from other funds are running consistent with the prior year's collections and the budget.

Expenses (excluding capital and other transfers) finished the quarter at 26% of budget and increased \$331,366 over last year. Personnel costs have increased over last year but they are within budget and Repairs and Maintenance costs for the Street department came in higher than expected because of transmission repairs on the Maintainer.

GOLF COURSE

The Golf Course Fund ended the quarter with a profit of \$21,292 which is tracking well with our budget and is up \$21,407 over last year.

Total revenues (less cogs) came in at 29% of budget. Revenues are up \$7,117 compared to last year mainly because Net Tournament revenues have increased due to the addition of a couple of tournaments in November.

Total expenses (net of cogs) came in at 25% of budget as expected. Transfers for new equipment have decreased \$11,109 from last year mainly due to the early payoff of equipment at the end of last year.

ELECTRIC FUND

The Electric Fund ended the quarter with a profit of \$380,252 which is outperforming the budget and last year mainly due to Other Revenue collections.

Total Revenues (less use of fund balance) came in at 30% of the budget and increased \$330,878 over last year mainly because of the Over/Under FPRCRF credit received from LCRA in the amount of \$316,276.

Net Electric Sales came in at 23% of budget. Compared to last year, both Net Electric Sales and consumption were up slightly.

Expenses (less cost of power and transfers to capital projects) finished the quarter at 24% of the budget and were up \$21,559 or 3% over last year.

FY 2020

WATER/WASTEWATER

The Water and Wastewater Fund ended the quarter with a profit of \$110,991 which is on track with budget and up \$67,505 over last year.

Revenues (less the use of fund balance) came in as expected at 25% of budget. Compared to last year, revenues are up \$48,655 mainly because of increased water consumption which is up 16%. Last year, consumption was lower than expected because of increased rain.

Expenses (less transfers to capital projects) ended the quarter at 24% of budget and were down \$18,850 from last year mostly because during the prior year the water and sewer plant incurred costly pump repairs.

AIRPORT

The Airport Fund ended the quarter with a profit of \$27,191 which is on track with budget but is down \$13,578 from last year.

Total Revenues (less cogs and the use of fund balance) came in at 23% of budget and were down \$23,258 from last year due to a decrease in net fuel sales.

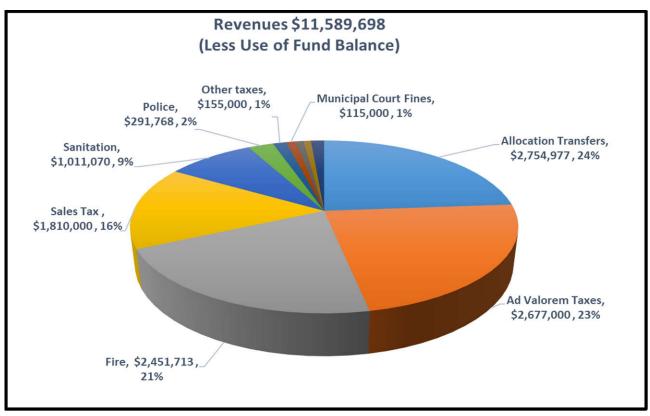
Net Avgas sales came in at 23% of budget and were down \$8,566 compared to last year. Net Jet sales came in at 20% of budget and were down \$15,353 from last year.

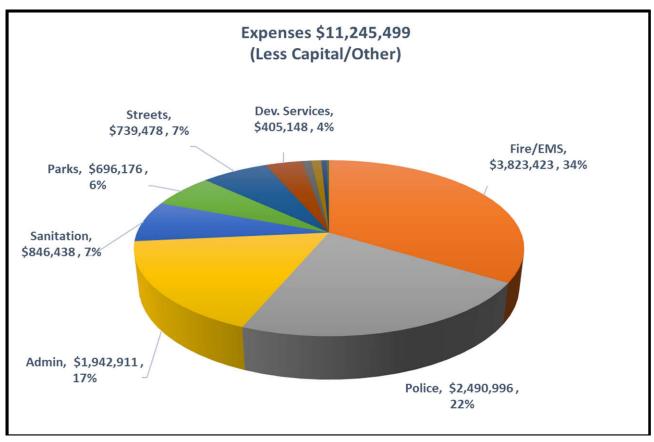
Expenses (less cogs and transfers to capital projects) ended the quarter at 21% of budget and were down \$9,680 from last year mainly due to savings in insurance and admin expenses.

UNRESTRICTED CASH RESERVES

Total unrestricted cash for the City as of December 31, 2019 was \$5,856,725. That is \$2,548,725 above our 75day required reserve amount and \$1,886,725 above our 90day required reserve amount.

GENERAL FUND BUDGET 2019-2020

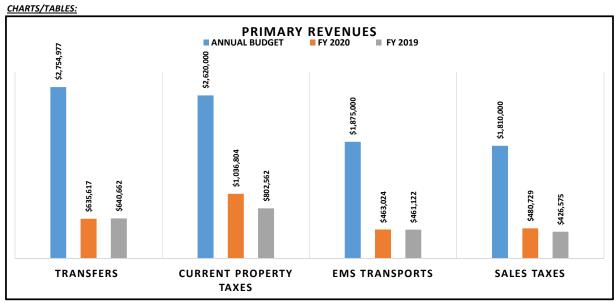


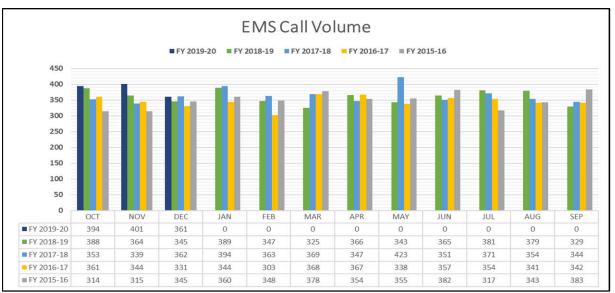


GENERAL FUND DASHBOARD

SUMMARY COMPARISON:

	ANNUAL	ACTUAL	% OF		PY ACTUAL	VARIANCE	%
	BUDGET	QE DEC 2019	BUDGET	(QE DEC 2018	OVER PY	OVER PY
REV (less fund balance)	\$ 11,589,698	\$ 3,271,782	28.23%	\$	2,944,458	\$ 327,324	11.12%
EXP (less capital/other)	11,245,499	2,972,455	26.43%		2,641,090	331,366	12.55%
NET PROFIT (LOSS)	\$ 344,199	\$ 299,326	86.96%	\$	303,369	\$ (4,042)	-1.33%





% of year completed: 25

GENERAL FUND		NUAL BUDGET 2019-2020	Q	ACTUAL E DEC 2019	% OF BUDGET			RIOR YEAR DEC 2018		VARIANCE OVER PY	% OVER PY
REVENUE											
Ad Valorem Taxes	\$	2,677,000	\$	1,046,864	39.11%		\$	824,434	Ş	222,430	26.98%
Sales Tax		1,810,000		480,729	26.56%			426,575		54,154	12.70%
Fire Department Revenue		2,451,713		578,512	23.60%			644,328		(65,816)	-10.21%
Planning and Zoning fees		86,070		31,396	36.48%			14,103		17,293	122.61%
Allocation Transfers		2,754,977		635,617	23.07%			640,662		(5,045)	-0.79%
Trash Collections		1,011,070		257,019	25.42%			242,430		14,589	6.02%
Police Department Revenue		291,768		127,115	43.57% 24.79%			5,725		121,390	2120.41%
Municipal Court Fines		115,000		28,513				28,405		108	0.38%
Other taxes and franchise fees		155,000		26,767	17.27% 25.00%			25,744		1,022	3.97%
BEDC payments for service Rental Fees		85,000		21,250	68.13%			21,250		7 620	0.00%
		32,600		22,212	18.17%			14,592		7,620 8,009	52.22% 192.38%
Interest Income Misc Revenue		67,000 2,500		12,172 3,617	144.69%			4,163 52,047			
Transfer from Hotel Motel fund		50,000		3,017	0.00%			52,047		(48,429)	-93.05%
Use of Fund Balance				- 175,494	7.53%			158,852		16.642	10 400/
OSE OF FUND BAILANCE		2,332,000		175,494	7.53%			156,652		16,642	10.48%
Total Revenue	\$	13,921,698	\$	3,447,276	24.76%		\$	3,103,310	\$	343,965	11.08%
Total Revenue less fund balance	\$	11,589,698	\$	3,271,782	28.23%		\$	2,944,458	\$	327,324	11.12%
OPERATING EXPENSES											
Mayor & Council	\$	24,450	ć	5,675	23.21%		\$	3,842	ć	1,833	47.73%
Admin (including op subsidy to golf)	ڔ	1,942,911	ڔ	410,922	23.21%		٦	448,780	ڔ	(37,858)	-8.44%
Police		2,490,996		703,820	28.25%			584,790		119,030	20.35%
Municipal Court		61,841		21,377	34.57%			17,810		3,567	20.03%
Fire/EMS		3,823,423		1,056,690	27.64%			942,858		113,832	12.07%
Sanitation		846,438		215,345	25.44%			207,888		7,457	3.59%
Streets		739,478		248,223	33.57%			152,156		96,067	63.14%
Parks		696,176		164,761	23.67%			128,498		36,263	28.22%
Development Services		405,148		93,336	23.04%			103,715		(10,379)	-10.01%
City Shop		109,638		27,307	24.91%			25,608		1,698	6.63%
Community Development		-			2 113 270			-		-,000	0.0370
Galloway Hammond		105,000		25,000	23.81%			25,145		(145)	-0.58%
Sub-total	\$	11,245,499	\$	2,972,455	26.43%	-	\$	2,641,090	\$	331,366	12.55%
CAPITAL/OTHER EXP (USES OF FUND BAL)		2 222 225	_	475	7.500		<u>,</u>	450.052	,	46.515	40.45-1
Transfers to Capital Funds/Self Fund	\$	2,332,000	\$	175,494	7.53%		\$	158,852	\$	16,642	10.48%
Loan Defeasance		-		-	#DIV/0!			-		-	
Other expenses			_	- 475 404	#DIV/0!	-	_	450.052	_	- 46.642	40.400/
	\$	2,332,000	\$	175,494	7.53%	-	\$	158,852	Ş	16,642	10.48%
Total Function	6	12 577 400	Ġ	2 1 4 7 0 4 2	22.40%		ć	2 700 042	ė.	249.007	12-420/-
Total Expenses	\$	13,577,499	\$	3,147,949	23.19%		\$	2,799,942		348,007	12.43%
Total Expenses less capital/other	\$	11,245,499	\$	2,972,455	26.43%		\$	2,641,090	\$	331,366	12.55%
Net Profit (Loss)	\$	344,199	\$	299,326	86.96%		\$	303,369	\$	(4,042)	-1.33%

% of year completed: 25

GENERAL FUND	ANNUAL BUDGET 2019-2020	ACTUAL QE DEC 2019	% OF BUDGET		PY ACTUAL E DEC 2018	VARIANCE OVER PY	% OVER PY
REVENUE Ad Valorem Taxes:							
Current Taxes Real Property	\$ 2,620,000	\$ 1,036,804	39.57%	\$	802,562	\$ 234,242	29.19% A
Delinquent Taxes Real Property	35,000	7,504	21.44%	Ţ	17,008	(9,504)	-55.88%
Penalty & Interest	22,000	2,556	11.62%		4,864	(2,308)	-47.45%
Sub-total	2,677,000	1,046,864	39.11%		824,434	222,430	26.98%
Sales Tax	1,810,000	480,729	26.56%		426,575	54,154	12.70% B
Fire Department Revenue:							
EMS fees	1,875,000	463,024	24.69%		461,122	1,902	0.41%
Fire/EMS interdepartmental fees	556,513	108,962	19.58%		179,023	(70,061)	-39.14% C
Misc Fire Revenue	20,200	6,526	32.31%		4,182	2,344	56.04%
Sub-total Fire Revenue	2,451,713	578,512	23.60%		644,328	(65,816)	-10.21%
Planning and Zoning fees	86,070	31,396	36.48%	_	14,103	17,293	122.61%
Allocation Transfers In:							
Return on Investment	1,550,000	351,000	22.65%		345,144	5,855	1.70%
In-Lieu of Property Tax	124,905	31,013	24.83%		29,415	1,598	5.43%
In-Lieu of franchise	208,175	51,689	24.83%		49,025	2,664	5.43%
Admin Allocations	817,078	188,262	23.04% 24.91%		204,274	(16,012)	-7.84%
Shop Allocations Sub-total Allocation Transfers	54,819 2,754,977	13,653 635,617	23.07%		12,804 640,662	(5,045)	6.63% -0.79%
Trash Collections	1,011,070	257,019	25.42%		242,430	14,589	6.02%
					,	,	
Police Department Revenue:							
Interlocal School Resource Officers	281,068	124,919	44.44%		-	124,919	#DIV/0! D
Misc PD Revenue Sub-total Police Department Rev	10,700 291,768	2,195 127,115	20.52% 43.57%		5,725 5,725	(3,530) 121,390	-61.65% 2120.41%
Sub-total Folice Department Nev	231,708	127,113	43.37/0		3,723	121,390	2120.41%
Municipal Court Fines	115,000	28,513	24.79%		28,405	108	0.38%
Other taxes and franchise fees	155,000	26,767	17.27%		25,744	1,022	3.97%
BEDC payments for service	85,000	21,250	25.00%		21,250	-	0.00%
Rental Fees	32,600	22,212	68.13%		14,592	7,620	52.22%
Interest Income	67,000	12,172	18.17%		4,163	8,009	192.38%
Misc Revenue	2,500	3,617	144.69%		52,047	(48,429)	-93.05% E
Transfer from Hotel Motel fund Use of Fund Balance	50,000 2,332,000	- 175,494	0.00% 7.53%		- 158,852	- 16,642	10.48%
Total Revenue	\$ 13,921,698		24.76%	\$	3,103,310		11.08%
Total Revenue less fund balance	\$ 11,589,698	\$ 3,271,782	28.23%	\$	2,944,458	\$ 327,324	11.12%
OPERATING EXPENSES							
Personnel Costs							
Mayor & Council	\$ -	\$ -		\$	-	\$ -	#DIV/0!
Admin	918,839	196,497	21.39%		209,100	(12,603)	-6.03%
Police	1,944,683	562,552	28.93%		462,126	100,427	21.73% F
Municipal Court	33,191	9,839	29.64%		9,131	709	7.76%
Fire/EMS	2,874,391	833,421	28.99%		739,769	93,652	12.66% G
Streets	560,478	169,007	30.15%		109,390	59,617	54.50% H
Parks	409,577	107,014	26.13%		72,254	34,760	48.11% I
Development Services	334,298	76,748	22.96%		84,595	(7,847)	-9.28% 1.55%
City Shop Community Development	73,388	21,176	28.85%		20,852	324 -	1.55% #DIV/0!
Sub-total	7,148,845	1,976,255	27.64%		1,707,217	269,038	#DIV/0! 15.76%
		,, -:-			. , ,	,	

% of year completed: 25

GENERAL FUND	ANNUAL BUDGET	ACTUAL	% OF	PY ACTUAL	VARIANCE	%
C	2019-2020	QE DEC 2019	BUDGET	QE DEC 2018	OVER PY	OVER PY
Supplies			0= 160/	400	4=0	
Mayor & Council	1,200	302	25.16%	129	172	133.25%
Admin	80,450	20,899	25.98%	28,659	(7,760)	-27.08%
Police	168,750	40,475	23.99%	45,747	(5,272)	-11.52%
Municipal Court	3,850	877	22.77%	889 45 734	(12)	-1.38%
Fire/EMS	221,900 1,000	58,500 996	26.36% 99.56%	45,724 4,750	12,775 (3,755)	27.94%
Sanitation Streets	48,900	15,340	31.37%	13,712		-79.04% 11.87%
Parks	64,200	10,965	17.08%	10,756	1,628 209	1.94%
Development Services	8,100	1,545	19.08%	1,536	10	0.63%
City Shop	20,200	4,796	23.74%	3,102	1,694	54.61%
City Shop Community Development	20,200	-	25.7470	5,102	-	#DIV/0!
Sub-total	618,550	154,694	25.01%	155,005	(311)	-0.20%
Sub-total	018,550	134,034	25.01/0	133,003	(311)	-0.20%
Repairs & Maintenance						
Mayor & Council	4,000	865	21.63%	813	52	6.40%
Admin	93,000	19,923	21.42%	9,779	10,145	103.74%
Police	63,500	25,592	40.30%	7,265	18,327	252.26%
Municipal Court	5,500	3,907	71.03%	3,735	172	4.60%
Fire/EMS	122,500	28,144	22.98%	22,529	5,616	24.93%
Sanitation	-	-		-	-	
Streets	70,000	48,904	69.86%	9,400	39,504	420.27% J
Parks	53,750	6,862	12.77%	5,926	936	15.79%
Development Services	5,250	15	0.28%	1,100	(1,086)	-98.68%
City Shop	10,500	117	1.12%	407	(290)	-71.18%
Community Development	-	-		-	-	
Galloway Hammond	5,000	-	0.00%	145	(145)	-100.00%
Sub-total	433,000	134,328	31.02%	61,098	73,230	119.86%
Services/Other						
Mayor & Council	19,250	4,508	23.42%	2,899	1,609	55.50%
Admin	550,095	140,712	25.58%	164,241	(23,529)	-14.33%
Police	138,413	32,789	23.69%	31,922	867	2.72%
Municipal Court	19,300	6,754	35.00%	4,056	2,698	66.53%
Fire/EMS	294,221	59,023	20.06%	71,129	(12,106)	-17.02%
Sanitation	845,438	214,349	25.35%	203,138	11,211	5.52%
Streets	2,000	447	22.35%	539	(92)	-17.06%
Parks	126,200	29,308	23.22%	28,278	1,030	3.64%
Development Services	57,500	15,028	26.13%	16,484	(1,456)	-8.83%
City Shop	5,550	1,217	21.93%	1,247	(30)	-2.37%
Community Development	, -	-		-	- '	#DIV/0!
Sub-total	2,057,967	504,135	24.50%	523,932	(19,797)	-3.78%
Transfers to Self-funded						
Mayor & Council	-	-		-	-	
Admin	460.653	-	25 222/	-	-	42 ****
Police	169,650	42,413	25.00%	37,731	4,682	12.41%
Municipal Court	-	-	25 222/	-	-	24.040/
Fire/EMS	310,411	77,603	25.00%	63,707	13,896	21.81%
Sanitation	-	44535	25 000/	40 445	- (4.500)	24.040/
Streets	58,100	14,525	25.00%	19,115	(4,590)	-24.01%
Parks	42,449	10,612	25.00%	11,284	(672)	-5.96%
Development Services	-	-		-	-	
City Shop	-	-		-	-	
Community Development	- 590 610	1/5 152	25 000/	121 027	12 215	10 100/
Sub-total	580,610	145,153	25.00%	131,837	13,315	10.10%

% of year completed: 25

GENERAL FUND	ANNUAL BUDGET 2019-2020	ACTUAL QE DEC 2019	% OF BUDGET		PY ACTUAL QE DEC 2018	VARIANCE OVER PY	% OVER PY
Capital Outlay							
Admin	-	-			-	-	#DIV/0!
Police	6,000	-	0.00%		-	-	#DIV/0!
Parks		-			-	-	#DIV/0!
Sub-total	6,000	-	0.00%		-	-	#DIV/0!
Transfer to Golf - Admin & Op Subsidy	300,527	32,891	10.94%	=	37,001	(4,110)	-11.11%
YMCA Operating Subsidy	100,000	25,000		_	25,000	-	0.00%
CAPITAL/OTHER EXP (USES OF FUND BAL)							
Transfer to Gen Cap Project Fund	2,232,000	98,811	4.43%		105,251	(6,440)	-6.12%
Transfer to Golf Cap Project Fund	100,000	76,683	76.68%		53,601	23,082	43.06%
Transfer to Self Funded	-	-			-	-	#DIV/0!
Transfer to Debt Service	-	-	#DIV/0!		-	-	
Development Services Staffing		-			-	-	
Sub-total	2,332,000	175,494	7.53%		158,852	16,642	10.48%
Total Expenses	\$ 13,577,499	\$ 3,147,949	23.19%	\$	2,799,942	\$ 348,007	12.43%
Total Expenses less capital/other	\$ 11,245,499	\$ 2,972,455	26.43%	\$	2,641,090	\$ 331,366	12.55%
Net Profit (Loss)	\$ 344,199	\$ 299,326	86.96%	\$	303,369	\$ (4,042)	-1.33%

A Increase over last year expected due to increased appraisal values.

Increase over last year is a payment timing difference - the school paid earlier this year, last year payment was not received until January.

- F Personnel costs are up because 1. Salaries are up \$56K due to increases and because the PD had two vacancies during the prior year period;
- 2. Worker's comp increased \$18K because of a timing difference switched from paying monthly to one annual payment. 3. Health Insurance increased \$16K mainly due to upfront funding of H.S.A. accounts.
- G Personnel costs are up because 1. Salaries are up \$40K due to increases and added staff;
- 2. Worker's comp increased \$30K because of a timing difference switched from paying monthly to one annual payment. 3. Health Insurance increased \$21K mainly due to upfront funding of H.S.A. accounts.
- H Personnel costs are up because 1. Salaries are up \$31K due to increases and the addition of 2 positions;
- 2. Worker's comp increased \$13K because of a timing difference switched from paying monthly to one annual payment. 3. Health Insurance increased \$7K mainly due to upfront funding of H.S.A. accounts.
- I Personnel costs are up because 1. Salaries are up \$20K due to increases and the department had two vacancies during the py;
- 2. Worker's comp increased \$3.5K because of a timing difference switched from paying monthly to one annual payment. 3. Health Insurance increased \$5K mainly due to upfront funding of H.S.A. accounts.
- J Includes transmission replacement costs for Street Department Maintainer in the amount of \$26K and clutch repairs to tractor for \$5K.

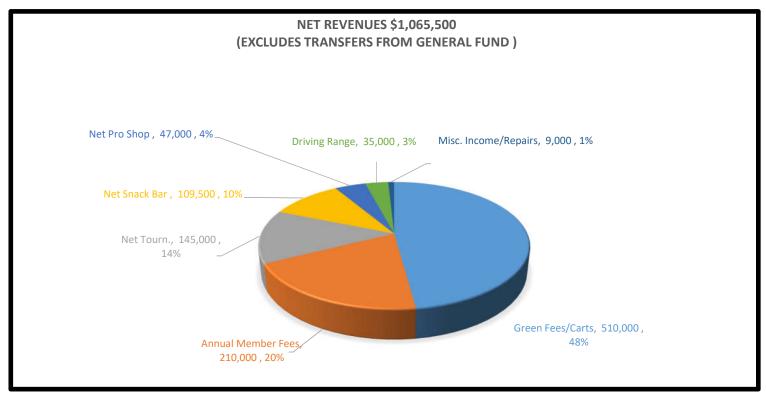
B Increase in Sales Tax collections mainly due to one large taxpayer. Their collections increased \$31,638 over the same period last year. Excluding that one customer, sales tax collections have increased 5%.

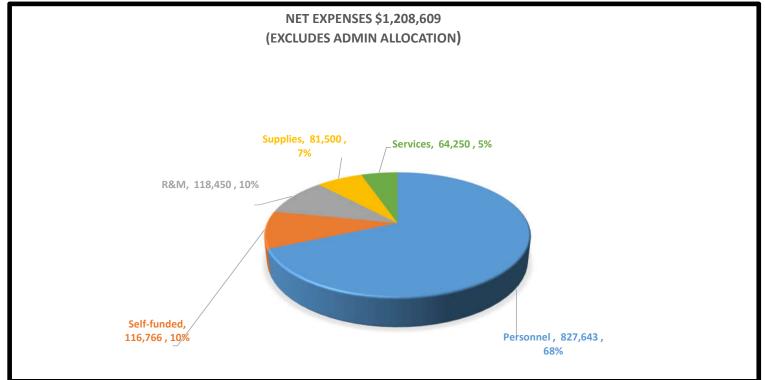
 $^{{\}it C Payment timing difference from last year for both the ESD payment and County EMS Coverage payment.}$

 $[\]label{lem:decomposition} \textit{D BCISD reimburses the City for a portion of the School Resource Officer Program expenses per an interlocal agreement.}$

E Last year's balance included an insurance payment in the amount \$44,936 for a totaled PD vehicle.

GOLF COURSE BUDGET 2019-20



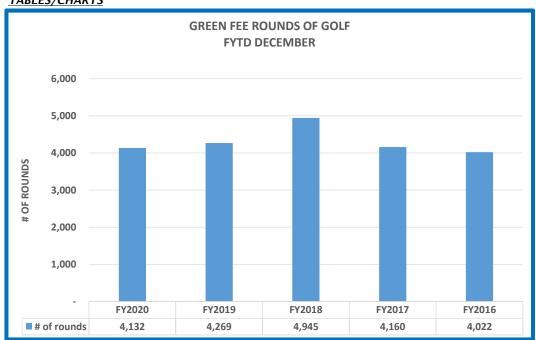


GOLF COURSE FUND DASHBOARD

CURRENT RESULTS COMPARISON

	ANNUAL		ACTUAL	% OF	P	RIOR YR	VARIANCE	%
	BUDGET	Q	E DEC 2019	BUDGET	QE	DEC 2018	OVER PY	OVER PY
REV (net of cogs/tourn exp)	\$ 1,222,918	\$	359,250	29.38%	\$	352,133	\$ 7,117	2.02%
EXPENSES	1,366,027		337,959	24.74%		352,249	(14,290)	-4.06%
PROFIT (LOSS)	\$ (143,109)	\$	21,292	-14.88%	\$	(116)	\$ 21,407	-18497.62%

TABLES/CHARTS





^{*}Does not include annual dues or tournament rounds played.

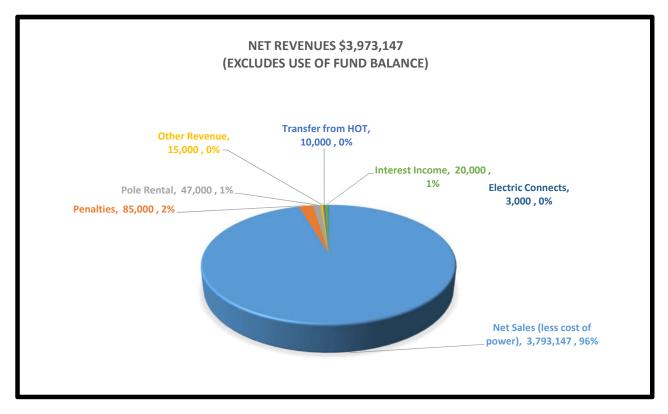


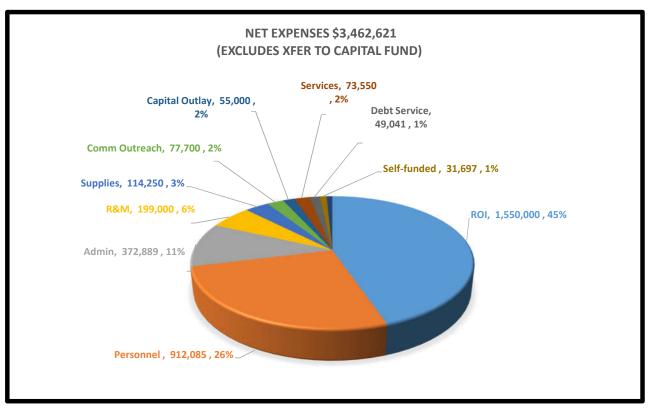
% of year completed: 25

GOLF COURSE		UAL BUDGET 019-2020		ACTUAL E DEC 2019	% OF BUDGET		RIOR YEAR E DEC 2018		ARIANCE OVER PY	% OVER PY
REVENUE		013-2020	٩	L DLC 2013	DODGET	Q	DLC 2018		VENTI	OVERFI
Charges for Services										
Green Fees/Cart Rentals	\$	510,000	Ś	100,159	19.64%	\$	102,334	Ś	(2,175)	-2.13%
Prepaid Green Fees/ Annual Cart Rentals/	т.	210,000	7	154,855	73.74%	,	154,088	*	767	0.50%
Trail fees and Cart Storage		,					,			
Net Tournament		145,000		29,365	20.25%		21,881		7,485	34.21% A
Pavilion Revenue		500		600	-		550		50	9.09%
Driving Range		35,000		7,734	22.10%		7,221		513	7.11%
Net Charges for Services		900,500		292,714	32.51%		286,074		6,640	2.32%
Sales less Cost of Goods Sold										
Pro Shop Sales		184,000		34,394			30,797		3,597	
Cost of Merchandise		137,000		25,807			22,090		3,717	
Net Pro Shop Sales		47,000		8,588	18.27%		8,707		(120)	-1.37%
		-		-			-			
Snack Bar/Beer Cart Sales		242,000		48,654			48,205		449	
Cost of Merchandise		132,500		26,996			29,872		(2,876)	
Net Snack Bar/Beer Cart Sales		109,500		21,658	19.78%		18,333		3,325	18.14%
Transfer - Overhead		157,418		32,891	20.89%		36,885		(3,994)	-10.83%
Misc. Income/Repairs		8,500		3,400	40.00%	_	2,134		1,266	59.33%
Total Revenue	\$	1,222,918	\$	359,250	29.38%	\$	352,133	\$	7,117	2.02%
EXPENSES										
Personnel Costs	\$	827,643	\$	217,694	26.30%	\$	216,962	\$	732	0.34%
Supplies	•	81,500	·	16,595	20.36%		18,921	•	(2,326)	-12.29%
Repairs & Maintenance		118,450		26,753	22.59%		25,243		1,510	5.98%
Services		64,250		14,834	23.09%		13,937		897	6.43%
Transfer to Self funded equipment		116,766		29,192	25.00%		40,301		(11,109)	-27.57% B
Admin Allocation		157,418		32,891	20.89%		36,885		(3,994)	-10.83%
Total Expenses	\$	1,366,027	\$	337,959	24.74%	\$	352,249	\$	(14,290)	-4.06%
Net Profit (Loss)	\$	(143,109)	\$	21,292	-14.88%	\$	(116)	\$	21,407	-18497.62%
Operating Subsidy from General Fund	\$	143,109	\$	-	0.00%	\$	116			
Net Profit (Loss)	\$	-	\$	21,292		\$	0			

A November tournament revenue increased due to the addition of a tournament and the rescheduling of an April tournament to November. B Decrease in equipment purchases due to an early pay off payment at the end of last year; on track with budget.

ELECTRIC FUND ORIGINAL BUDGET 2019-20



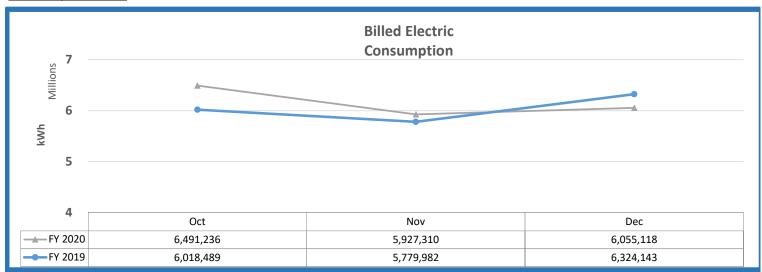


ELECTRIC FUND DASHBOARD

CURRENT RESULTS COMPARISON

	ANNUAL BUDGET		ACTUAL E DEC 2019	% OF BUDGET					% OVER PY
REV (less cogs and fund bal)	\$ 3,973,147	\$	1,210,050	30.46%	\$	879,172	\$	330,878	37.64%
EXP (less cogs and cap xfers)	3,462,621		829,798	23.96%		808,239		21,559	2.67%
PROFIT (LOSS)	\$ 510,526	\$	380,252	74.48%	\$	70,933	\$	309,319	436.07%

TABLES/CHARTS



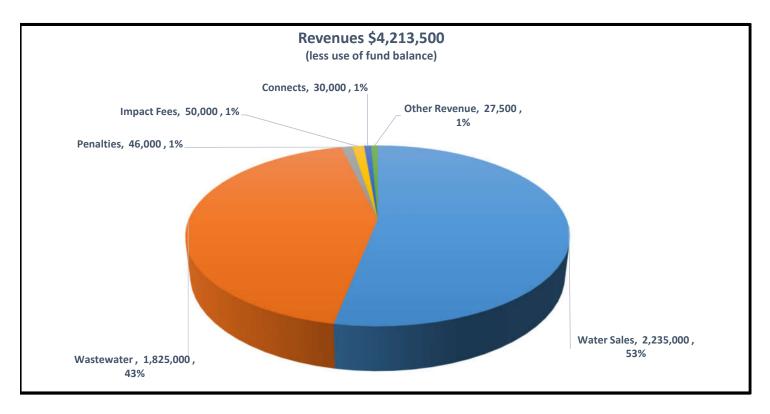
Oct 19 - Sep 20 18,473,664
Oct 18 - Sep 19 18,122,614
ytd variance 351,050
1.94%

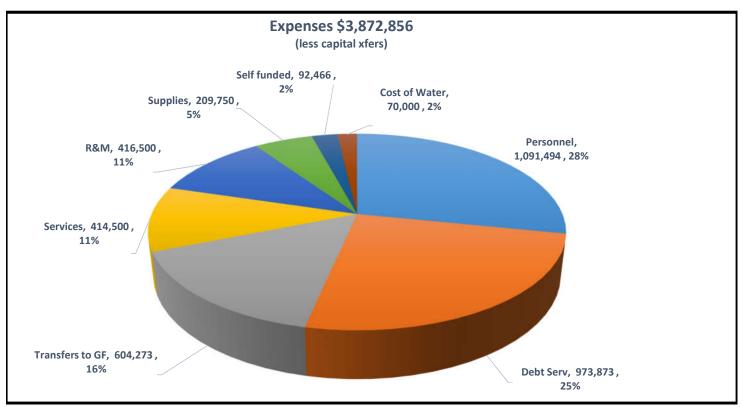
% of year completed: 25 $\,$

ELECTRIC FUND		NUAL BUDGET 2019-2020		ACTUAL E DEC 2019	% OF BUDGET		RIOR YEAR E DEC 2018		VARIANCE OVER PY	% OVER PY
REVENUE										
Electric Sales	\$	8,670,051	\$	2,021,793		\$	1,993,688	\$	28,104	
Cost of Power		4,876,904		1,165,461			1,148,457		17,004	
Net Sales		3,793,147		856,331	22.58%		845,231		11,100	1.31%
Penalties		85,000		19,253	22.65%		22,414		(3,161)	-14.10%
Electric Connects		3,000		2,237	74.57%		2,799		(562)	-20.08%
Pole Rental		47,000		-	0.00%		-		-	
Other Revenue		15,000		324,989	2166.59%		3,325		321,664	9674.11% A
Interest Income		20,000		7,240	36.20%		5,403		1,837	33.99%
Transfer from HOT		10,000		-	0.00%		-		-	
Use of Fund Balance		75,000		9,756	13.01%		-		9,756	#DIV/0!
Total Revenue	\$	4,048,147	\$	1,219,806	30.13%	\$	879,172	\$	340,634	38.74%
Total Revenue less fund balance	\$	3,973,147	\$	1,210,050	30.46%	\$	879,172	\$	330,878	37.64%
EXPENSES										
Personnel Costs	\$	912,085	\$	246,588	27.04%	\$	232,550	Ś	14,038	6.04%
Supplies	,	114,250	т.	27,371	23.96%	,	19,938	•	7,433	37.28%
Repairs & Maintenance		199,000		17,549	8.82%		38,009		(20,460)	-53.83%
Services		73,550		16,818	22.87%		17,582		(764)	-4.35%
Transfer to Self-funded equipment		31,697		7,924	25.00%		11,229		(3,305)	-29.43%
Community Outreach		77,700		39,754	51.16%		32,554		7,200	22.12%
Capital Outlay		55,000		12,924	23.50%		2,449		10,475	427.73%
Transfer to Capital Project Fund		75,000		9,756	13.01%		-		9,756	#DIV/0!
Transfers to Debt Service		49,041		12,260	25.00%		11,807		453	3.84%
Transfer to GF - ROI		1,550,000		351,000	22.65%		345,144		5,855	1.70%
Transfer to GF- Admin Allocation		372,889		90,783	24.35%		90,573		210	0.23%
Transfer to GF- Shop Allocation		27,409		6,827	24.91%		6,402		425	6.63%
Total Expenses	\$	3,537,621	\$	839,554	23.73%	\$	808,239	\$	31,315	3.87%
Total Expenses less xfers to capital project	\$	3,462,621	\$	829,798	23.96%	\$	808,239	\$	21,559	2.67%
Net Profit (Loss)	\$	510,526	\$	380,252	74.48%	\$	70,933	\$	309,319	436.07%

A Includes \$316,276.48 of over under FPCRF credit received from LCRA in October and November.

WATER/WW FUND ORIGINAL BUDGET 2019-20



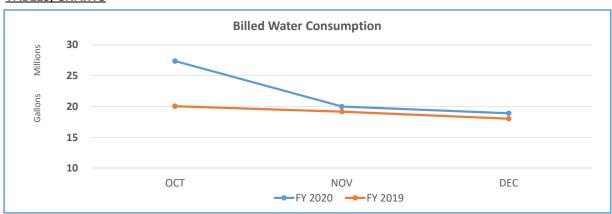


WATER/WW FUND DASHBOARD

CURRENT RESULTS COMPARISON

	ANNUAL	ACTUAL	% OF	PRIOR YR	VARIANCE	%
	BUDGET	QE DEC 201	9 BUDGET	QE DEC 2018	OVER PY	OVER PY
REV (less use of fund bal)	\$ 4,213,500	\$ 1,033,77	75 24.53%	\$ 985,123	1 \$ 48,655	4.94%
EXP (less capital xfers)	3,872,856	922,78	35 23.83%	941,63	5 (18,850)	-2.00%
PROFIT (LOSS)	\$ 340,644	\$ 110,99	32.58%	\$ 43,486	5 \$ 67,505	155.23%

TABLES/CHARTS



YTD Billed Consumption in gallons:

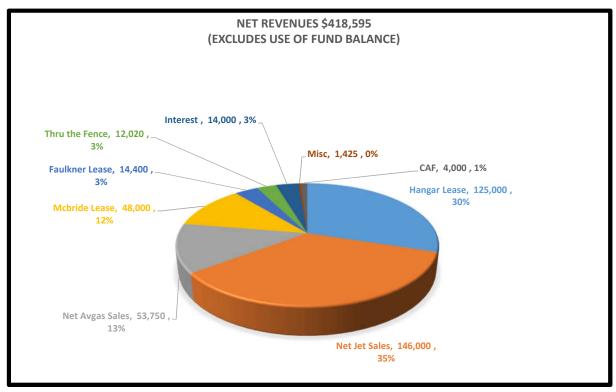
Oct19 - Dec19 66,286,588
Oct18 - Dec18 57,250,399
ytd variance 9,036,189
15.78%

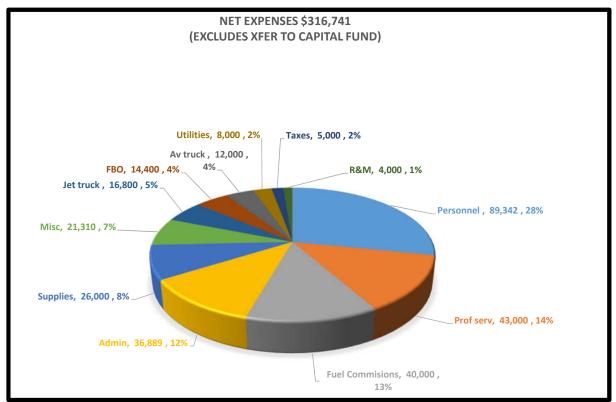
% of year completed: 25

WATER/WASTEWATER	NUAL BUDGET 2019-2020	0	ACTUAL E DEC 2019	% OF BUDGET		RIOR YEAR DEC 2018	VARIANCE OVER PY	
	2013-2020	Q	L DLC 2013	DODGET	QL	. DLC 2018	OVERFI	
REVENUE								
Vater Sales	\$ 2,235,000	\$	558,764	25.00%	\$	499,830	\$ 58,935	
Vastewater Sales	1,825,000		450,268	24.67%		458,564	(8,296)	
enalties	46,000		11,400	24.78%		11,374	26	
Vater/Sewer Connects	30,000		5,125	17.08%		6,175	(1,050)	
rigation Revenue	2,500		-	0.00%		-	-	
ther Revenue	4,000		1,486	37.14%		1,791	(306)	
nterest Income	21,000		6,733	32.06%		7,388	(655)	
lse Impact Fees	50,000		-	0.00%		-	-	
se of Fund Balance	185,000		15,857	8.57%		-	15,857	
tal Revenue	\$ 4,398,500	\$	1,049,633	23.86%	\$	985,121	\$ 64,512	
tal Revenue less fund balance	\$ 4,213,500	\$	1,033,775	24.53%	\$	985,121	\$ 48,655	_
(PENSES								
rsonnel Costs	\$ 1,091,494	\$	301,460	27.62%	\$	285,733	\$ 15,728	
pplies	209,750		40,100	19.12%		50,437	(10,337)	
pairs & Maintenance	416,500		69,539	16.70%		115,406	(45,867)	
vices	414,500		79,417	19.16%		78,446	971	
ansfer to Self-funded equipment	92,466		23,117	25.00%		19,545	3,572	
st of Water	70,000		20,110	28.73%		17,774	2,336	
ansfers to Capital Fund	185,000		15,857	8.57%		-	15,857	
pital Outlay	-		-			-	-	
ansfers to Debt Service	973,873		243,468	25.00%		226,682	16,787	
ansfer to GF - In Lieu of Property Tax	124,905		31,013	24.83%		29,415	1,598	
ansfer to GF - In Lieu of Franchise	208,175		51,689	24.83%		49,025	2,664	
ansfer to GF- Admin Allocation	243,783		56,045	22.99%		62,771	(6,726)	
ansfer to GF- Shop Allocation	27,410		6,827	24.91%		6,402	425	
tal Expenses	\$ 4,057,856	\$	938,642	23.13%	\$	941,635	\$ (2,993)	
tal Expenses less xfers to capital project	\$ 3,872,856	\$	922,785	23.83%	\$	941,635	\$ (18,850)	_
et Profit (Loss)	\$ 340,644	\$	110,991	32.58%	\$	43,486	\$ 67,505	

A Water sales are up over prior year due to increased water consumption; during the py consumption was down due to increased rainfall. B R&M are down because during the py several pump repairs were needed at both the water plant and sewer plant.

AIRPORT FUND ORIGINAL BUDGET 2019-20



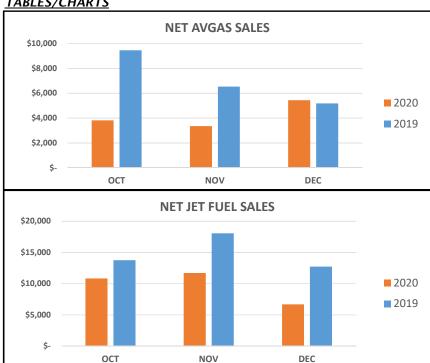


AIRPORT FUND DASHBOARD

CURRENT RESULTS COMPARISON

	ANNUAL		ACTUAL	% OF	P	RIOR YR	VARIANCE	%
	BUDGET	QE	DEC 2019	BUDGET	QE	DEC 2018	OVER PY	OVER PY
REV (less fuel purchases and fund bal)	\$ 418,595	\$	94,303	22.53%	\$	117,561	\$ (23,258)	-19.78%
EXP (less fuel purchases and fund bal)	316,741		67,112	21.19%		76,792	(9,680)	-12.61%
PROFIT (LOSS)	\$ 101,854	\$	27,191	26.70%	\$	40,770	\$ (13,578)	-33.31%

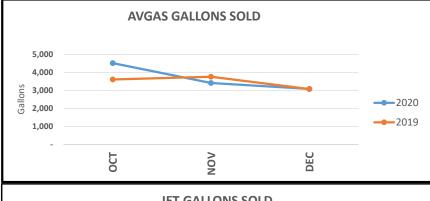
TABLES/CHARTS



		2020	2019
AvSales	\$	44,498.12	\$ 52,063.04
Av Purchases		31,905.29	30,903.88
Profit	\$	12,592.83	\$ 21,159.16
%	·	28.30%	40.64%



	2020	2019
\$	57,832.14	\$ 101,212.99
	28,637.75	56,665.39
\$	29,194.39	\$ 44,547.60
	50.48%	44.01%



		00	NO	DE	
			JET GALLONS SO	LD	
Gallons	10,000 8,000 6,000 4,000 2,000				 2020 2019
	-	000	NOV	DEC	_

Avgas Gallons Solo	d:
2020	10,994
2019	10,434
Increase(decrease)	561
•	5%

Jet Gallons Sold:	
2020	12,203
2019	21,874
Increase(decrease)	(9,671)
•	-44 21%

% of year completed: 25

AIRPORT FUND	ANNU	AL BUDGET	A	CTUAL	% OF	PR	OR YEAR	V	/ARIANCE	%
	20:	19-2020	QE I	DEC 2019	BUDGET	QE	DEC 2018		OVER PY	OVER PY
REVENUE										
Av Gas Sales	\$	215,000	Ś	44,498		\$	52,063	\$	(7,565)	
Av Gas Purchases	•	161,250	•	31,905		•	30,904		1,001	
Net Sales		53,750		12,593	23.43%		21,159		(8,566)	-40.49%
Jet Gas Sales		355,000		57,832			101,213		(43,381)	
Jet Gas Purchases		209,000		28,638			56,665		(28,028)	
Net Sales		146,000		29,194	20.00%		44,548		(15,353)	-34.46% A
Contributions/Misc Rev		-		375			275		100	36.36%
Sign Rental Revenue		500		-	0.00%		-		-	
Penalties		775		175	22.58%		350		(175)	-50.00%
All Hangar Lease		125,000		30,372	24.30%		31,702		(1,330)	-4.20%
CAF Admissions		4,000		1,094	27.35%		1,094		-	0.00%
Rental of Council Chambers		40.000		35	#DIV/0!		-		35	#DIV/0!
McBride Lease		48,000		11,575	24.11%		11,575		0	0.00%
Thru the Fence Lease		12,020		2,592	21.56%		420		2,592	100.000/
Airport Parking Permit		150		2 600	0.00%		120		(120)	-100.00%
Hanger Lease - Faulkner		14,400		3,600	25.00% #DIV/0!		3,600		-	0.00%
Insurance Reimbursement Interest Earned		14,000		2,698	#51070! 19.27%		3,139		(441)	#DIV/0! -14.04%
Use of Fund Balance		250,000		105,697	42.28%		30,390		75,308	-14.04% B
Ose of Fullu Balance		230,000		103,097	42.2070		30,390		75,308	ь
Total Revenue	\$	668,595	\$	200,001	29.91%	\$	147,951	\$	52,050	35.18%
Total Revenue less fund balance	\$	418,595	\$	94,303	22.53%	\$	117,561	\$	(23,258)	-19.78%
EXPENSES Remark to a Control	^	00 242	<u> </u>	26 224	20.269/	<u> </u>	25 672	ć	550	2.470/
Personnel Costs	\$	89,342	\$	26,231	29.36%	\$	25,673	>	558 (1.356)	2.17%
Supplies Repairs & Maintenance		26,000 4,000		3,698 -	14.22% 0.00%		4,954 63		(1,256)	-25.35%
Repairs & Maintenance Contract Labor - FBO		14,400		3,600	25.00%		3,600		(63)	-100.00% 0.00%
Commission on Fuel Sal		40,000		7,659	19.15%		8,077		(418)	-5.18%
Schools/Seminars		4,000		7,033	0.00%				(410)	-3.16/6
Insurance & Bonds		17,310		203	1.17%		13,513		(13,310)	-98.50%
Professional Services		43,000		-	0.00%		42		(42)	30.3070
Property Taxes		5,000		6,632	132.64%		_		6,632	#DIV/0!
Utilities		8,000		2,109	26.36%		1,883		226	12.02%
Av fuel truck lease		12,000		4,000	33.33%		3,000		1,000	33.33%
Jet fuel truck lease		16,800		5,600	33.33%		4,200		1,400	33.33%
Transfers to Debt Service		-		-			-		-	
Transfers to Capital/Uses of Fund Bal		250,000		105,697	42.28%		30,390		75,308	В
Admin Allocation		36,889		7,380	20.01%		11,787		(4,407)	-37.39%
Total Expenses	\$	566,741	\$	172,810	30.49%	\$	107,181	\$	65,628	61.23%
Total Expense less xfers to capital project	\$	316,741		67,112	21.19%	\$	76,792		(9,680)	-12.61%
Net Profit (Loss)	\$	101,854	\$	27,191	26.70%	\$	40,770	\$	(13,578)	-33.31%

A Jet gallons sold were down because one of our largest customer's jets were grounded for maintenance during the period October - December. As of January, one of his jets began flying into the airport for fuel again.

 $[\]textit{B Fund Balance is used to offset transfers to the Capital Project Fund; net effect to operations is \$0.}$

OTHER FUNDS		UAL BUDGET 019-2020	Q	ACTUAL E DEC 2019	% OF BUDGET		PRIOR YEAR QE DEC 2018	,	VARIANCE OVER PY	% OVER PY
HOTEL/MOTEL FUND Revenues	\$	187,000	ċ	41,194	22.03%	\$	63,513	ć	(22,319)	-35.14%
Expenses	ڔ	178,098	۲	20,389	11.45%	ڔ	24,299	ڔ	(3,910)	-33.14% -16.09%
Net Profit (Loss)	\$	8,902	\$	20,805	221.1070	\$	39,214	\$	(18,409)	10.0370
BEDC										
Revenues	\$	1,600,000	\$	571,158	35.70%	\$	577,098	\$	(5,940)	-1.03%
Expenses		1,319,150		438,036	33.21%		657,306		(219,270)	-33.36%
Net Profit (Loss)	\$	280,850	\$	133,122		\$	(80,208)	\$	213,330	
SELF FUNDED EQUIPMENT FUND Revenues Expenses Net Profit (Loss)	\$	822,741 646,591 176,150		205,788 22,158 183,630	25.01% 3.43%	\$	203,200 55,660 147,540		2,588 (33,502) 36,090	1.27% -60.19%
DEBT SERVICE FUND										
Revenues	\$, ,	\$	256,038	25.02%	\$	238,736	\$	17,302	7.25%
Expenses		1,022,914		1,000	0.10%		950		50	5.26%
Net Profit (Loss)	\$	599	\$	255,038		\$	237,786	\$	17,252	
INTEREST & SINKING DEBT FUND										
Revenues Expenses	\$	376,661 376,512	\$	155,396 -	41.26% 0.00%	\$	110,002	\$	45,394 -	41.27% #DIV/0!
Net Profit (Loss)	\$	149	\$	155,396		\$	110,002	\$	45,394	

CITY OF BURNET RESTRICTED AND UNRESTRICTED CASH BALANCES AS OF DECEMBER 31, 2019

Account	H

			Account		
Acct #	Bank	Account Name	Туре	Bala	ance Dec 2019
<u>Jnrestricted</u>		On austin a Cash	Charlina	<u>,</u>	1 661 000 54
984/2410	FSB	Operating Cash	Checking	\$	1,661,908.54
2220	TCD.	Less Claim on Cash for Airport	Chasking		(64,799.36) 2,784.42
2329 2535	FSB FSB	Golf Course Petty Cash	Checking M/M		2,764.42
2352	FSB	Operating Reserve Delaware Springs-Credit Card Acct	Checking		
2378	FSB	Airport - Credit Card Acct	Checking		_
2386	FSB	Utility - Credit Card Acct	Checking		
2469	FSB	Court - Credit Card Acct	Checking		_
2711100002	TexPool	Operating Reserve	Investment		4,256,831.53
		, ,			
			Total Unrestricted	\$	5,856,725.13
			75 Day Reserve Requirement		3,308,000.00
			Unrestricted Cash over 75 day reserve	\$	2,548,725.13
			90 Day Reserve Requirement		3,970,000.00
			Unrestricted Cash over 90 day reserve	\$	1,886,725.13
estricted by	<u>/ Council</u>				
2711100004	TexPool	Capital Reserve	Investment	\$	1,012,865.72
2711100011	TexPool	Capital Equipment Reserve	Investment		502,165.49
2711100012	TexPool	Capital - LCRA Credit	Investment		475,487.39
2188	FSB	Self Funded Equipment	M/M		925,615.01
				_	0.046.400.64
			Total Restricted by Council	Ş	2,916,133.61
			•		
			·		
ostricted by	, Durnoso o	r law	·		
Restricted by	/ Purpose o	<u>r Law</u>			
			Account		ance Dec 2019
estricted by Acct # 1453	/ Purpose o Bank FSB	r Law Account Name Bond Reserve			ance Dec 2019 682,848.01
Acct #	Bank	Account Name	Account Type	Bala	
Acct # 1453 2402	Bank	Account Name Bond Reserve	Account Type M/M	Bala	682,848.01 72,351.70
Acct # 1453 2402	Bank	Account Name Bond Reserve Hotel Motel	Account Type M/M M/M	Bala	682,848.01 72,351.70
Acct # 1453 2402 2711100005	Bank FSB	Account Name Bond Reserve Hotel Motel Hotel Motel	Account Type M/M M/M Investment	Bala	682,848.01 72,351.70 59,962.56
Acct # 1453 2402 2711100005 2451	Bank FSB	Account Name Bond Reserve Hotel Motel Hotel Motel Construction Account	Account Type M/M M//M Investment Checking	Bala	682,848.01 72,351.70 59,962.56 - 3,115.36
Acct # 1453 2402 2711100005 2451 2485	Bank FSB FSB FSB	Account Name Bond Reserve Hotel Motel Hotel Motel Construction Account PD Seizure	Account Type M/M M/M Investment Checking M/M	Bala	682,848.01 72,351.70 59,962.56 3,115.36 40,678.73
Acct # 1453 2402 2711100005 2451 2485 2493	Bank FSB FSB FSB FSB	Account Name Bond Reserve Hotel Motel Hotel Motel Construction Account PD Seizure Municipal Court Special Revenue	Account Type M/M M/M Investment Checking M/M M/M	Bala	682,848.01 72,351.70 59,962.56 3,115.36 40,678.73
Acct # 1453 2402 2711100005 2451 2485 2493 2519	Bank FSB FSB FSB FSB FSB	Account Name Bond Reserve Hotel Motel Hotel Motel Construction Account PD Seizure Municipal Court Special Revenue Impact Fees - Water	Account Type M/M M/M Investment Checking M/M M/M M/M	Bala	682,848.01 72,351.70 59,962.56 3,115.36 40,678.73 119,356.82
Acct # 1453 2402 2711100005 2451 2485 2493 2519	Bank FSB FSB FSB FSB FSB	Account Name Bond Reserve Hotel Motel Hotel Motel Construction Account PD Seizure Municipal Court Special Revenue Impact Fees - Water Airport Reserve	Account Type M/M M/M Investment Checking M/M M/M M/M	Bala	682,848.01 72,351.70 59,962.56 3,115.36 40,678.73 119,356.82 64,799.36
Acct # 1453 2402 2711100005 2451 2485 2493 2519 2543	Bank FSB FSB FSB FSB FSB FSB	Account Name Bond Reserve Hotel Motel Hotel Motel Construction Account PD Seizure Municipal Court Special Revenue Impact Fees - Water Airport Reserve Plus Airport Claim on Cash	Account Type M/M M/M Investment Checking M/M M/M M/M M/M	Bala	682,848.01 72,351.70 59,962.56 3,115.36 40,678.73 119,356.82 64,799.36
Acct # 1453 2402 2711100005 2451 2485 2493 2519 2543 2711100009	Bank FSB FSB FSB FSB FSB FSB FSB FSB FSB	Account Name Bond Reserve Hotel Motel Hotel Motel Construction Account PD Seizure Municipal Court Special Revenue Impact Fees - Water Airport Reserve Plus Airport Claim on Cash Airport Reserve	Account Type M/M M/M Investment Checking M/M M/M M/M M/M M/M M/M Investment	Bala	682,848.01 72,351.70 59,962.56 3,115.36 40,678.73 119,356.82 64,799.36
Acct # 1453 2402 2711100005 2451 2485 2493 2519 2543 2711100009 2568	Bank FSB FSB FSB FSB FSB FSB FSB FSB FSB	Account Name Bond Reserve Hotel Motel Hotel Motel Construction Account PD Seizure Municipal Court Special Revenue Impact Fees - Water Airport Reserve Plus Airport Claim on Cash Airport Reserve Benevolent Fund	Account Type M/M M/M Investment Checking M/M M/M M/M M/M Investment Checking	Bala	682,848.01 72,351.70 59,962.56 3,115.36 40,678.73 119,356.82 64,799.36 617,792.64
Acct # 1453 2402 2711100005 2451 2485 2493 2519 2543 2711100009 2568 2576	FSB FSB FSB FSB FSB FSB FSB FSB TexPool FSB FSB	Account Name Bond Reserve Hotel Motel Hotel Motel Construction Account PD Seizure Municipal Court Special Revenue Impact Fees - Water Airport Reserve Plus Airport Claim on Cash Airport Reserve Benevolent Fund Interest & Sinking Acct	Account Type M/M M/M Investment Checking M/M M/M M/M M/M Investment Checking M/M M/M	Bala	682,848.01 72,351.70 59,962.56 3,115.36 40,678.73 119,356.82 64,799.36 617,792.64 214,749.95
Acct # 1453 2402 27711100005 2451 2485 2493 2519 2543 2711100009 2568 2576 2584 2592	FSB FSB FSB FSB FSB FSB FSB TexPool FSB FSB FSB	Account Name Bond Reserve Hotel Motel Hotel Motel Construction Account PD Seizure Municipal Court Special Revenue Impact Fees - Water Airport Reserve Plus Airport Claim on Cash Airport Reserve Benevolent Fund Interest & Sinking Acct Impact Fees - Wastewater	Account Type M/M M/M Investment Checking M/M M/M M/M M/M M/M M/M Investment Checking M/M M/M Investment	Bala	682,848.01 72,351.70 59,962.56 3,115.36 40,678.73 119,356.82 64,799.36 617,792.64 214,749.95 12,043.69
Acct # 1453 2402 27711100005 2451 2485 2493 2519 2543 2711100009 2568 2576 2584 2592 2711100008	FSB	Account Name Bond Reserve Hotel Motel Hotel Motel Construction Account PD Seizure Municipal Court Special Revenue Impact Fees - Water Airport Reserve Plus Airport Claim on Cash Airport Reserve Benevolent Fund Interest & Sinking Acct Impact Fees - Wastewater BEDC	Account Type M/M M/M Investment Checking M/M M/M M/M M/M M/M M/M M/M Investment Checking M/M M/M Investment Checking M/M M/M M/M Super NOW	Bala	682,848.01 72,351.70 59,962.56 3,115.36 40,678.73 119,356.82 64,799.36 617,792.64 214,749.95 12,043.65
Acct # 1453 2402 27711100005 2451 2485 2493 2519 2543 2711100009 2568 2576 2584 2592 2711100008	FSB	Account Name Bond Reserve Hotel Motel Hotel Motel Construction Account PD Seizure Municipal Court Special Revenue Impact Fees - Water Airport Reserve Plus Airport Claim on Cash Airport Reserve Benevolent Fund Interest & Sinking Acct Impact Fees - Wastewater BEDC BEDC Project Fund	Account Type M/M M/M Investment Checking M/M M/M M/M M/M M/M M/M M/M Investment Checking M/M M/M Investment Checking M/M M/M Super NOW Investment	Bala	682,848.01 72,351.70 59,962.56 3,115.36 40,678.73 119,356.82 64,799.36 617,792.64 214,749.95 12,043.65
Acct # 1453 2402 2711100005 2451 2485 2493 2519 2543 2711100009 2568 2576 2584 2592 2711100008 2711100001	FSB	Account Name Bond Reserve Hotel Motel Hotel Motel Construction Account PD Seizure Municipal Court Special Revenue Impact Fees - Water Airport Reserve Plus Airport Claim on Cash Airport Reserve Benevolent Fund Interest & Sinking Acct Impact Fees - Wastewater BEDC BEDC Project Fund BEDC Benefit Trust Account	Account Type M/M M/M Investment Checking M/M M/M M/M M/M Investment Checking M/M M/M Investment Checking M/M M/M Investment Checking M/M M/M Super NOW Investment Investment Investment M/M	Bala	682,848.01 72,351.70 59,962.56 40,678.73 119,356.82 64,799.36 617,792.64 214,749.95 12,043.69 142,365.19
Acct # 1453 2402 2711100005 2451 2485 2493 2519 2543 2711100009 2568 2576 2584 2592 2711100008 2711100001	FSB	Account Name Bond Reserve Hotel Motel Hotel Motel Construction Account PD Seizure Municipal Court Special Revenue Impact Fees - Water Airport Reserve Plus Airport Claim on Cash Airport Reserve Benevolent Fund Interest & Sinking Acct Impact Fees - Wastewater BEDC BEDC Project Fund BEDC Benefit Trust Account Police Department Explorer Program	Account Type M/M M/M Investment Checking M/M M/M M/M M/M M/M M/M M/M Investment Checking M/M M/M Investment Checking M/M M/M Investment Investment Investment Investment	Bala	682,848.01 72,351.70 59,962.56 40,678.73 119,356.82 64,799.36 617,792.64 214,749.95 12,043.69 142,365.19
Acct # 1453 2402 27711100005 2451 2485 2493 2519 2543 2711100009 2568 2576 2584 2592 2711100008 2711100010 2634 2675 2691	FSB	Account Name Bond Reserve Hotel Motel Hotel Motel Construction Account PD Seizure Municipal Court Special Revenue Impact Fees - Water Airport Reserve Plus Airport Claim on Cash Airport Reserve Benevolent Fund Interest & Sinking Acct Impact Fees - Wastewater BEDC BEDC Project Fund BEDC Benefit Trust Account Police Department Explorer Program Fire Department Explorer Program	Account Type M/M M/M Investment Checking M/M M/M M/M M/M Investment Checking M/M M/M Investment Checking M/M M/M M/M Super NOW Investment Investment Investment M/M M/M M/M	Bala	682,848.01 72,351.70 59,962.56 3,115.36 40,678.73 119,356.82 64,799.36 617,792.64 214,749.95 12,043.69 142,365.19 825,677.99
Acct # 1453 2402 2711100005 2451 2485 2493 2519 2543 2711100009 2568 2576 2584 2592 2711100008 27111000000 2634 2675	FSB FSB FSB FSB FSB FSB FSB FSB TexPool FSB	Account Name Bond Reserve Hotel Motel Hotel Motel Construction Account PD Seizure Municipal Court Special Revenue Impact Fees - Water Airport Reserve Plus Airport Claim on Cash Airport Reserve Benevolent Fund Interest & Sinking Acct Impact Fees - Wastewater BEDC BEDC Project Fund BEDC Benefit Trust Account Police Department Explorer Program	Account Type M/M M/M Investment Checking M/M M/M M/M M/M Investment Checking M/M M/M Investment Checking M/M M/M M/M Super NOW Investment Investment Investment M/M M/M M/M	Bala	682,848.01 72,351.70 59,962.56 3,115.36 40,678.73 119,356.82 64,799.36 617,792.64 214,749.95 12,043.65 142,365.15 825,677.99
Acct # 1453 2402 2711100005 2451 2485 2493 2519 2543 2711100009 2568 2576 2584 2592 2711100008 2711100010 2634 2675 2691	FSB	Account Name Bond Reserve Hotel Motel Hotel Motel Construction Account PD Seizure Municipal Court Special Revenue Impact Fees - Water Airport Reserve Plus Airport Claim on Cash Airport Reserve Benevolent Fund Interest & Sinking Acct Impact Fees - Wastewater BEDC BEDC Project Fund BEDC Benefit Trust Account Police Department Explorer Program Fire Department Explorer Program	Account Type M/M M/M Investment Checking M/M M/M M/M M/M Investment Checking M/M M/M Investment Checking M/M M/M M/M Super NOW Investment Investment Investment M/M M/M M/M	Bala	682,848.01 72,351.70 59,962.56 3,115.36 40,678.73 119,356.82 64,799.36 617,792.64 214,749.95 12,043.65 142,365.19 825,677.99
Acct # 1453 2402 2711100005 2451 2485 2493 2519 2543 2711100009 2568 2576 2584 2592 2711100008 2711100010 2634 2675 2691 3012	FSB	Account Name Bond Reserve Hotel Motel Hotel Motel Construction Account PD Seizure Municipal Court Special Revenue Impact Fees - Water Airport Reserve Plus Airport Claim on Cash Airport Reserve Benevolent Fund Interest & Sinking Acct Impact Fees - Wastewater BEDC BEDC Project Fund BEDC Benefit Trust Account Police Department Explorer Program Fire Department Explorer Program Franchise Fee Account	Account Type M/M M/M Investment Checking M/M M/M M/M M/M M/M Investment Checking M/M M/M M/M M/M M/M M/M Super NOW Investment Investment Investment M/M M/M M/M Super NOW	Bala	682,848.01 72,351.70 59,962.56 3,115.36 40,678.73 119,356.82 64,799.36 617,792.64 214,749.95 12,043.65 142,365.19 825,677.99 6,412.38 3,481.19 90,067.51 15,528.55
Acct # 1453 2402 2711100005 2451 2485 2493 2519 2543 2711100009 2568 2576 2584 2592 2711100008 2711100010 2634 2675 2691 3012 58776	FSB	Account Name Bond Reserve Hotel Motel Hotel Motel Construction Account PD Seizure Municipal Court Special Revenue Impact Fees - Water Airport Reserve Plus Airport Claim on Cash Airport Reserve Benevolent Fund Interest & Sinking Acct Impact Fees - Wastewater BEDC BEDC Project Fund BEDC BEDC Project Fund BEDC Benefit Trust Account Police Department Explorer Program Franchise Fee Account Fire Dept. Community Acct TWDB TWDB	Account Type M/M M/M Investment Checking M/M M/M M/M M/M Investment Checking M/M M/M Investment Checking M/M M/M M/M Super NOW Investment Investment M/M M/M M/M M/M M/M Investment	Bala	682,848.01 72,351.70 59,962.56 3,115.36 40,678.73 119,356.82 64,799.36 617,792.64 214,749.95 12,043.65 142,365.19 825,677.99 6,412.38 3,481.19 90,067.51 15,528.55 1,186.00
Acct # 1453 2402 2711100005 2451 2485 2493 2519 2543 271110009 2568 2576 2584 2592 2711100008 2711100010 2634 2675 2691 3012 58776 2711100007	FSB	Account Name Bond Reserve Hotel Motel Hotel Motel Construction Account PD Seizure Municipal Court Special Revenue Impact Fees - Water Airport Reserve Plus Airport Claim on Cash Airport Reserve Benevolent Fund Interest & Sinking Acct Impact Fees - Wastewater BEDC BEDC Project Fund BEDC Benefit Trust Account Police Department Explorer Program Fire Department Explorer Program Franchise Fee Account Fire Dept. Community Acct TWDB	Account Type M/M M/M Investment Checking M/M M/M M/M M/M Investment Checking M/M M/M Investment Checking M/M M/M M/M Super NOW Investment Investment M/M M/M M/M M/M M/M Investment	Bala	682,848.01 72,351.70 59,962.56 3,115.36 40,678.73 119,356.82 64,799.36 617,792.64 214,749.99 12,043.65 142,365.19 825,677.99 6,412.38 3,481.19 90,067.53 15,528.59
Acct # 1453 2402 2711100005 2451 2485 2493 2519 2543 2711100009 2568 2576 2584 2592 2711100008 2711100010 2634 2675 2691 3012 58776 2711100007	FSB	Account Name Bond Reserve Hotel Motel Hotel Motel Construction Account PD Seizure Municipal Court Special Revenue Impact Fees - Water Airport Reserve Plus Airport Claim on Cash Airport Reserve Benevolent Fund Interest & Sinking Acct Impact Fees - Wastewater BEDC BEDC Project Fund BEDC BEDC Project Fund BEDC Benefit Trust Account Police Department Explorer Program Franchise Fee Account Fire Dept. Community Acct TWDB TWDB	Account Type M/M M/M Investment Checking M/M M/M M/M M/M Investment Checking M/M M/M Investment Checking M/M M/M M/M Super NOW Investment Investment M/M M/M M/M M/M M/M Investment	Bala	682,848.01 72,351.70 59,962.56 3,115.36 40,678.73 119,356.82 64,799.36 617,792.64 214,749.95 12,043.65 142,365.19 825,677.99 6,412.38 3,481.19 90,067.51 15,528.55 1,186.00
Acct # 1453 2402 2711100005 2451 2485 2493 2519 2543 2711100009 2568 2576 2584 2592 2711100008 2711100010 2634 2675 2691 3012 58776 2711100007	FSB	Account Name Bond Reserve Hotel Motel Hotel Motel Construction Account PD Seizure Municipal Court Special Revenue Impact Fees - Water Airport Reserve Plus Airport Claim on Cash Airport Reserve Benevolent Fund Interest & Sinking Acct Impact Fees - Wastewater BEDC BEDC Project Fund BEDC Benefit Trust Account Police Department Explorer Program Fire Department Explorer Program Franchise Fee Account Fire Dept. Community Acct TWDB TWDB City of Burnet, Texas Combination Tax	Account Type M/M M/M Investment Checking M/M M/M M/M M/M Investment Checking M/M M/M Investment Checking M/M M/M M/M Super NOW Investment Investment M/M M/M M/M M/M M/M Investment	Bala	682,848.01 72,351.70 59,962.56 3,115.36 40,678.73 119,356.82 64,799.36 617,792.64 214,749.99 12,043.65 142,365.19 825,677.99 6,412.38 3,481.19 90,067.53 15,528.59
Acct # 1453 2402 2711100005 2451 2485 2493 2519 2543 2711100009 2568 2576 2584 2592 2711100008 2711100010 2634 2675 2691 3012 58776 2711100007	FSB	Account Name Bond Reserve Hotel Motel Hotel Motel Construction Account PD Seizure Municipal Court Special Revenue Impact Fees - Water Airport Reserve Plus Airport Claim on Cash Airport Reserve Benevolent Fund Interest & Sinking Acct Impact Fees - Wastewater BEDC BEDC Project Fund BEDC Benefit Trust Account Police Department Explorer Program Fire Department Explorer Program Franchise Fee Account Fire Dept. Community Acct TWDB TWDB City of Burnet, Texas Combination Tax and Surplus Revenue Certificates of	Account Type M/M M/M Investment Checking M/M M/M M/M M/M Investment Checking M/M M/M Investment Checking M/M M/M M/M Super NOW Investment Investment M/M M/M M/M M/M M/M Investment	Bala	682,848.01 72,351.70 59,962.56 3,115.36 40,678.73 119,356.82 64,799.36 617,792.64 214,749.95 12,043.65 142,365.19 825,677.99 6,412.38 3,481.19 90,067.51 15,528.55 1,186.00 1,041.04
Acct # 1453 2402 2711100005 2451 2485 2493 2519 2543 2711100009 2568 2576 2584 2592 2711100008 2711100010 2634 2675 2691 3012 58776 2711100007 2711100006	FSB	Account Name Bond Reserve Hotel Motel Hotel Motel Construction Account PD Seizure Municipal Court Special Revenue Impact Fees - Water Airport Reserve Plus Airport Claim on Cash Airport Reserve Benevolent Fund Interest & Sinking Acct Impact Fees - Wastewater BEDC BEDC Project Fund BEDC Benefit Trust Account Police Department Explorer Program Fire Department Explorer Program Fire Dept. Community Acct TWDB TWDB City of Burnet, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2010 Escrow	Account Type M/M M/M Investment Checking M/M M/M M/M M/M M/M M/M M/M M/M M/M Super NOW Investment	Bala	682,848.01 72,351.70 59,962.56 3,115.36 40,678.73 119,356.82 64,799.36 617,792.64 214,749.99 12,043.66 142,365.19 825,677.99 6,412.38 3,481.19 90,067.51 15,528.55 1,186.00 1,041.04
Acct # 1453 2402 2711100005 2451 2485 2493 2519 2543 2711100009 2568 2576 2584 2592 2711100008 2711100010 2634 2675 2691 3012 58776 2711100007 2711100006	FSB	Account Name Bond Reserve Hotel Motel Hotel Motel Construction Account PD Seizure Municipal Court Special Revenue Impact Fees - Water Airport Reserve Plus Airport Claim on Cash Airport Reserve Benevolent Fund Interest & Sinking Acct Impact Fees - Wastewater BEDC BEDC Project Fund BEDC Benefit Trust Account Police Department Explorer Program Fire Department Explorer Program Fire Department Explorer Program Fire Dept. Community Acct TWDB TWDB City of Burnet, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2010 Escrow Account	Account Type M/M M/M Investment Checking M/M M/M M/M M/M M/M M/M M/M M/M M/M Super NOW Investment	Bala	682,848.01 72,351.70 59,962.56 3,115.36 40,678.73 119,356.82 64,799.36 617,792.64 214,749.95 12,043.65 142,365.19 825,677.99 6,412.38 3,481.19 90,067.51 15,528.55 1,186.00 1,041.04
Acct # 1453 2402 2711100005 2451 2485 2493 2519 2543 2711100009 2568 2576 2584 2592 2711100008 2711100010 2634 2675 2691 3012 58776 2711100007 2711100006	FSB	Account Name Bond Reserve Hotel Motel Hotel Motel Construction Account PD Seizure Municipal Court Special Revenue Impact Fees - Water Airport Reserve Plus Airport Claim on Cash Airport Reserve Benevolent Fund Interest & Sinking Acct Impact Fees - Wastewater BEDC BEDC Project Fund BEDC Benefit Trust Account Police Department Explorer Program Fire Department Ex	Account Type M/M M/M M/M Investment Checking M/M M/M M/M M/M M/M M/M M/M M/M M/M M/	Bala	682,848.01 72,351.70 59,962.56 3,115.36 40,678.73 119,356.82 64,799.36 617,792.64 214,749.95 12,043.65 142,365.19 825,677.99 6,412.38 3,481.19 90,067.51 15,528.55 1,186.00 1,041.04
Acct # 1453 2402 2711100005 2451 2485 2493 2519 2543 2711100009 2568 2576 2584 2592 2711100008 2711100010 2634 2675 2691 3012 58776 2711100007 2711100006	FSB	Account Name Bond Reserve Hotel Motel Hotel Motel Construction Account PD Seizure Municipal Court Special Revenue Impact Fees - Water Airport Reserve Plus Airport Claim on Cash Airport Reserve Benevolent Fund Interest & Sinking Acct Impact Fees - Wastewater BEDC BEDC Project Fund BEDC Benefit Trust Account Police Department Explorer Program Fire Department Explorer Program Franchise Fee Account Fire Dept. Community Acct TWDB TWDB City of Burnet, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2010 Escrow Account City of Burnet Ctsr 2012 TWDB Escrow PD Bonds	Account Type M/M M/M Investment Checking M/M M/M M/M M/M M/M Investment Checking M/M M/M Investment Checking M/M M/M M/M Super NOW Investment	Bala	682,848.01

Total All Cash \$ 14,263,804.88

City of Burnet Quarterly Investment Report As of December 31,2019

ACCOUNT NUMBER	INVESTMENT TYPE	DESCIPT/LOC	MATU	BEGINNING BALANCES 10/31/2019	QUARTERLY ACTIVITY	EARNINGS	ENDING BALANCE 12/31/2019	BEGINNNG MARKET 10/31/2019	ENDING MARKET 12/31/2019	CHANGE IN MARKET VALUE	AVG YIELD
984	OPERATING	FIRST STATE BANK	na	S 1,892,117.33	\$ (230,602.62)		\$ 1,661,908.54	na	na	na	0.000
2410	CHECKING	FIRST STATE BANK	na	1,226.04	(1,226.04)		-	na	na	na	-
1453	DEBT SERVICE	FIRST STATE BANK		729,386,90	(46,798.47)		682,848.01	na	na	na	0.0015
2188	SELF FUNDED ACCT	FIRST STATE BANK	na	2,044.27	923,167,72		925,615.01		na	na	0.0034
2329	GOLF COURSE PETTY CASH	FIRST STATE BANK	na	2,637,63	146.79	-	2,784.42		na	na	-
2402	HOTEL/MOTEL	FIRST STATE BANK	na	69,039.45	3,284,08	28,17	72,351.70		na	na	0.0016
2485	PD SEIZURE	FIRST STATE BANK	na	3,113.79	0.00	1.57	3,115.36		na	na	0.0020
2493	COURT MONIES	FIRST STATE BANK		40,658.23		20,50	40,678.73		na	na	0.0020
2519	IMPACT FEES WATER	FIRST STATE BANK	na	119,296.68	0.00		119,356,82		na	na	0.0020
2576	I & S SINKING FUND	FIRST STATE BANK	na	59,354,44	155.358.47	37.04	214,749,95		na	na	0,0011
2584	IMPACT FEE W/W	FIRST STATE BANK	na	12,037.61	(0.00)	6.08	12,043.69		na	na	0.0020
2592	BEDC	FIRST STATE BANK	na	266,107,39	(123,805,20)	63.00	142,365.19		na	na	0.0012
2675	PD EXPLORER PROGRAM	FIRST STATE BANK	na	6,409.15	0.00	3.23	6,412.38		na	na	0.0020
2691	FD EXPLORER PROGRAM	FIRST STATE BANK		3,479.44		1.75	3,481.19		na	na	0.0020
3012	CABLE FRANCHISE FEES	FIRST STATE BANK	na	90,044.81	(0.00)	22,70	90,067,51		na	na	0.0010
58776	FD COMMUNITY FUND	FIRST STATE BANK	na	15,528.55	-	2	15,528,55		na	na	-
62315	BEDC BOND FUND	FIRST STATE BANK	na	32,189.89	48,187.50	12.26	80,389.65	na	na	na	0.0009
62364	BEDC PROJECT FUND	FIRST STATE BANK	na		THE THE BUILD TO		Try Till pro- inde it	na	na	na	#DIV/0!
	SUBTOTAL - FIRST STATE BANK	THE REPORT OF THE PARTY OF THE	io militali	\$ 3,344,671.60	\$ 727,712.23	\$ 1,312.87	\$ 4,073,696,70	s -	S -	s -	#DIV/0!
2711100002	TEXPOOL 2 GF RESERVE	TEXPOOL	na	\$ 4,607,906.08	\$ (370,000,00)	\$ 18,925,45	\$ 4,256,831,53	\$ 4,607,906,08	\$ 4,256,831,53	\$ (351,074.55)	0.0169
2711100002	TEXPOOL 4 GF RESTRICTED	TEXPOOL	na	272.876.76	736.425.58	3.563.38	1,012,865.72	272,876,76	1.012.865.72	739,988,96	0.0220
2711100004	TEXPOOL - HOT	TEXPOOL	na na	59,700.68	(0.00)		59,962.56	59,700,68	59,962.56		0.0220
2711100005	TEXPOOL 6 TWDB	TEXPOOL	na	41,268.98	(40,268.98)	41.04	1,041.04	41,268,98	1,041.04	(40,227,94)	0.0174
2711100007	TEXPOOL 7 TWDB	TEXPOOL	na	67,973.28	(66,973.28)		1,186.00	67,973.28	1,186.00	(66,787.28)	0.0077
2711100007	TEXPOOL - BEDC PROJECT FUND	TEXPOOL	na	370,526.94	(370,861.78)		1,180.00	370,526,94	1,180.00	(370,526,94)	0.0213
2711100009	TEXPOOL - BEDC PROJECT FOND	TEXPOOL	na na	615,094,45	0.00	2.698.19	617,792,64	615.094.45	617,792,64	2,698,19	0.0072
2711100009	TEXPOOL - BEDC RESERVE	TEXPOOL	na na	822,071.81	(0.00)	3,606,18	825,677.99	822,071.81	825,677.99	3,606.18	0.0174
2711100010	TEXPOOL - CAPITAL EQUIPMENT RESERVE	TEXPOOL	na na	022,071.01	500,000.00	2,165,49	502,165.49	622,071.61	502,165,49	502,165,49	0.0174
2711100011	TEXPOOL- ELECTRIC RESERVE	TEXPOOL	na	-	474,414.72	1,072,67	475,487,39	-	475,487.39	475,487,39	0.0342
2711100012	TEXPOOL - PD BOND PROCEEDS	TEXPOOL	na	School and School and School and	2,403,693.13	10,118,17	2,413,811.30	TOTAL PRINCE OF	2,413,811,30	2,413,811.30	0.0179
2/11100013	SUBTOTAL - TEXPOOL	TEXTOOL	IId		\$ 3,266,429,39						0.0200
	SUBTOTAL - TEXPOOL	De la lite, li con la constanta de la constant	7-11-00	3 0,857,418.98	3 3,266,429,39	\$ 42,913,29	\$ 10,166,821.66	3 6,857,418.98	3 10,100,821.00	\$ 3,309,402.68	0.0200
143033000	US BANK LOAN		na	\$ 3,169.82		\$ 14.10	\$ 3,183.93	\$ 3,169.82			0.0176
82-0220-01-0	BANK OF TEXAS - TWDB #2		na	272,197.97	(252,666.80)	571.42	20,102.59	272,197.97	20,102.59	(252,095.38)	0.0155
	SUBTOTAL - OTHERS			S 275,367.79	\$ (252,666.79)	\$ 585.52	\$ 23,286.52	\$ 275,367.79	\$ 23,286.52	\$ (252,081.27)	0.0156
	TOTALS			\$ 10,477,458.37	\$ 3,741,474.83	\$ 44,871.68	\$ 14,263,804.88	S 7,132,786.77	\$ 10,190,108.18	\$ 3,057,321.41	
	PERFORMANCE MEASURES:										
	and order menormo.				Benchmark	Actual					
		Avg Yield	-		2.00%	2.00%					
		Benchmark=6-Mo. T-I	3ill								
		WAM			Max 365						
		Diversification:									
		Other				0.16%					
		FSB				28.56%					
		TexPool			Max 100%	71.28%				R S	

Colleteral Adequacy -	All funds are fully	collateralized and/or insured.

Statement of Compliance - All investment transactions of the City meet the requirements set forth in Chapter 2256, Texas Govt. Code, as amended and are in compliance with the City's Investment Policy.

Patricia Langford, Finance Director

1/23/20 Date

		TOTAL		2019-2020		FYTD DEC	%		BALANCE
DESCRIPTION		PROJECT		BUDGET		ACTUAL	complete		OR 2019-2020
DESCRIPTION				DODULI		71070712	complete		ON EULY LULU
CAPITAL PROJECTS:									
Server Upgrade	\$	75,000	\$	75,000	\$	7,953	11%	\$	67,04
Computers/New Furniture		15,000		15,000		5,358	36%		9,64
Incode 10 Upgrade		30,000		30,000		-	0%		30,00
Comprehensive Plan		50,000		50,000		-	0%		50,00
AC Unit Replacements		115,000		115,000		8,108	7%		106,89
Police Department Facility		5,000,000		5,000,000		602,399	12%		4,397,60
PD Tasers		12,000		12,000		8,556	71%		3,44
HCHS Animal Shelter		10,000		10,000		-	0%		10,00
PD K-9		20,000		20,000		1,800	9%		18,20
PD Radios		10,000		10,000		-	0%		10,00
Microchipping Program		10,000		10,000		3,525	35%		6,47
Public Safety Mobile CAD		10,000		10,000		-	0%		10,00
FD Radios/Computers		20,000		20,000		-	0%		20,00
Burn Building / Training		300,000		300,000		34,412	11%		265,58
Street Dept Back Ho		125,000		125,000		-	0%		125,00
Street Overlay		400,000		400,000		24,044	6%		375,95
Park Improvements		100,000		100,000		5,055	5%		94,94
GHRC Capital Maintenance		50,000		50,000		-	0%		50,00
GHRC Teen Center		20,000		20,000		-	0%		20,00
	Ś	6.372.000	Ś	6,372,000	Ś	701,210	11%	Ś	5,670,79

ВА	LANCE TO BE	FU	NDED FROM	:				
_	PERATING RESERVES		OTHER SOURCES		TOTAL			
\$	67,047	\$	_	\$	67,047			
	9,642		-		9,642			
	30,000		-		30,000			
	50,000		-		50,000			
	106,892		-		106,892			
	-		4,397,601		4,397,601			
	3,444		-		3,444			
	10,000		-		10,000			
	18,200		-		18,200			
	10,000		-		10,000			
	6,475		-		6,475			
	10,000		-		10,000			
	20,000		-		20,000			
	115,588		150,000		265,588			
	125,000		-		125,000			
	375,956		-		375,956			
	94,945		-		94,945			
	50,000		-		50,000			
	20,000		-		20,000			
\$	1,123,189	\$	4,547,601	\$	5,670,790			

TOTAL 2019-2020 FYTD DEC BALANCE FOR 2019-2020 CAPITAL PROJECTS: C/O - Course Improvement - Includes new pump station - \$76,683 and replacement of irrigation heads and valves with new certain and valves with new services.	GOLF COURSE CAPITAL PROJECT FUND									
C/O - Course Improvement - Includes new pump station - \$76,683 and replacement of irrigation heads and valves with new	DESCRIPTION							%		
pump station - \$76,683 and replacement of irrigation heads and valves with new	CAPITAL PROJECTS:									
	pump station - \$76,683 and replacement	¢	100.000	Ś	100.000	Ś	76.683	77%	Ś	23,317

BALANCE	TO BE	FUNDED FRO	OM:	
OPERAT	ING	OTHER		
RESER\	/ES	SOURCES		TOTAL
\$ 23	,317	\$	- \$	23,317

ELECTRIC CAPITAL PROJECT FUND								
	TOTAL		19-2020		YTD DEC		В	ALANCE
DESCRIPTION	COST	В	UDGET		ACTUAL	%	FO	R 2019-2020
CAPITAL PROJECTS: Subdivision Electrical Costs	150,000	ć	150,000	ć	0.750	70/	ć	140 244
Subdivision Electrical Costs	\$ 150,000	>	150,000	>	9,756	7%	>	140,244

TOTAL
IUIAL
\$ 140,244
\$

W/WW CAPITAL PROJECT FUND							
DESCRIPTION	_	TOTAL COST	2019-2020 BUDGET	FYTD DEC ACTUAL	%	_	BALANCE 0R 2019-2020
CAPITAL PROJECTS:			-				
Water System Improvements	\$	175,000	\$ 175,000	\$ 20,985	0%	\$	154,015
Professional Services		10,000	10,000	1,656	17%		8,344
SSES Line Improvements - Proj E		125,000	125,000	96,145	0%		28,855
SSES Line Improvements		150,000	150,000	4,948	3%		145,052
Oak Vista/CR 100 water line expansion		10,000	10,000	924	0%		9,076
Transfer Impact Fees		50,000	50,000	-	0%		50,000
	\$	520,000	\$ 520,000	\$ 124,658	24%	\$	395,342
	\$	520,000	\$ 520,000	\$ 124,658		24%	24% \$

 OPERATING RESERVES		OTHER SOURCES	TOTAL		
\$ 154,015	\$	-	\$	154,01	
-		8,344		8,34	
-		28,855	28,8		
-		145,052	145,05		
9,076		-		9,076	
-		50,000		50,000	
\$ 163,091	\$	232,251	\$	395,342	

AIRPORT CAPITAL PROJECT FUND									
DESCRIPTION		TOTAL COST		2019-2020 BUDGET		FYTD DEC ACTUAL	%	_	BALANCE DR 2019-2020
CAPITAL PROJECTS: RAMP GRANT EXPENDITURES (2yrs)	\$	100,000	\$	100,000	\$	15,214	15%	\$	84,786
CAPITAL PROJECTS: Incuding FBO remodel, fire hydrants, and courtesy van	Ś	200.000	Ś	200.000	Ś	85.394	43%	Ś	114.606
, , , , , , , , , , , , , , , , , , , ,	\$	300,000	\$	300,000	\$	100,608	34%	\$	199,392

OPERATING RESERVES		OTHER OURCES	TOTAL			
\$	42,393	\$ 42,393	\$	84,786		
\$	114,606 156,999	\$ 42.393	\$	114,606 199.392		

TOTAL CAPITAL/OTHER PROJECTS			
		FYTD DEC ACTUAL %	BALANCE FOR 2019-2020
TOTAL CAPITAL/OTHER PROJECTS	\$ 7,442,000 \$		\$ 6,429,085
TRANSFER TO CAPITAL EQUIPMENT RESERVES TOTAL CAPITAL/OTHER	\$ 7,442,000 \$	- #DIV/0! 1,012,915 14%	\$ 6,429,085

BALANCE TO BE FUNDED FROM:							
OPERATING		OTHER					
RESERVES		SOURCES	TOTAL				
\$ 1,606,841	\$	4,822,245	\$	6,429,085			
-		_		-			
\$ 1,606,841	\$	4,822,245	\$	6,429,085			