



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

Notice is hereby given that a **Regular Meeting** will be held by the governing body of the City of Burnet on the **13<sup>th</sup> day of October, 2020** at **6:00 p.m.** in the Council Chambers, Burnet Municipal Airport, 2402 S. Water, Burnet, Tx. In order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID-19), a Declaration of a Public Health Emergency was executed by Mayor Bromley on March 19, 2020. The Council Chambers will be closed to public attendance. A Zoom Webinar with toll free conference call capability has been established for access as follows:

**Computer:** Please click the link below to join the webinar:

<https://us02web.zoom.us/j/88605219592?pwd=b1pHWitsZ1lPcWszQTd5elkvMWQ0QT09>

**OR: Go to: [www.zoom.us](http://www.zoom.us)**

**Enter Webinar ID when prompted: 886 0521 9592 #**

**Enter Password when prompted: 983335 #**

If you would like to address the Council with a Public Comment while logged-in online, please use the “raise your hand” feature.

**By Telephone Call: 888-475-4499 or 877-853-5257 (Toll Free Numbers)**

**Enter Webinar ID when prompted: 886 0521 9592 #**

**Enter Password when prompted: 983335 #**

If you would like to address the Council with a Public Comment while dialed in via telephone, please use the “raise your hand” feature, by pressing \*9 while on the phone.

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

The following subjects will be discussed, to-wit:

**CALL TO ORDER:**

**ROLL CALL:**

**1. EXECUTIVE SESSION:**

1.1) Executive Session: The City of Burnet City Council shall convene in closed session pursuant to Texas Gov't Code Ann. § 551.072 to deliberate the purchase, exchange, or value of real property, to wit: acquisition of municipal golf course vegetative buffer easements and other easements associated with Delaware Springs Ranch LLC'S bid to purchase 42.5 acres more or less contiguous to the municipal golf course: H. Erkan

## **2. RECONVENE TO REGULAR SESSION FOR POSSIBLE ACTION:**

2.1) Discuss and consider action: A RESOLUTION ACKNOWLEDGING THE RECEIPT OF A BID BY DELAWARE SPRINGS RANCH INVESTMENTS LLC, OF \$9,000.00 PER ACRE FOR APPROXIMATELY 42 ACRES OF SURPLUS CITY OWNED REAL PROPERTY LOCATED WEST OF THE BURNET MUNICIPAL GOLF COURSE; AND, AUTHORIZING THE CITY MANAGER TO NEGOTIATE A REAL ESTATE CONTRACT WITH SAID COMPANY: H. Erkan

## **3. SPECIAL REPORTS/RECOGNITION:**

3.1) 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

3.2) CAPCOG Update Report: Council Member Clinton

## **4. PUBLIC HEARING:**

4.1) Public Hearing: The City Council of the City of Burnet, Texas will conduct a public hearing regarding a proposed amendment to the City's adopted Future Land Use Plan to amend the existing designation of Industrial for approximately 163 acres of land out of the Sarah Ann Guest Survey, Abstract 1525, generally located south of Hwy. 29, east of Westfall St., and west of the Railroad tracks. The proposed amendment would change the future land use designation of Industrial to Commercial and Residential land uses: J. Lutz

4.2) Public Hearing: Public Hearing: The City Council of the City of Burnet, Texas will conduct a public hearing regarding a request to rezone approximately 163 acres of land out of the Sarah Ann Guest Survey, Abstract 1525, generally located south of Hwy. 29, east of Westfall St., and west of the Railroad tracks. The requested rezoning is from Heavy commercial—District "C-3" and Light industrial—District "I-1" designations to Heavy commercial—District "C-3", Single-family residential 1—District "R-1", and Multi-family residential—District "R-3" designations: J. Lutz

4.3) Public Hearing: The City Council of the City of Burnet, Texas will conduct a public hearing regarding a request to rezone property located on the west side of S. Rhomberg, between Pecan St. and Willow St., which is further described as lot 2B, Block 38, and lots 2 & 3, Block 37 of the Alexander Addition Subdivision. The requested

rezoning is from its present designation of Duplex District (R-2) to a designation of Multi-family residential District (R-3): J. Lutz

## **5. 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.)*

5.1) Approval of the September 29<sup>th</sup>, 2020 City Council Special Meeting Minutes

5.2) Consent: Approval of an Interlocal Agreement with the Burnet County, Herman Brown Free Library for utility assistance and book purchases: K. Dix

5.3) Consent: Approval of an Interlocal Agreement with the Capital Area Rural Transportation System (CARTS) for program funding assistance: K. Dix

5.4) Consent: Approval of a Non-profit Organization Funding Agreement with the Burnet County Heritage Society, for utility assistance: K. Dix

5.5) Consent: Approval of a Non-profit Organization Funding Agreement with the Opportunities for Williamson-Burnet County, Inc. (OWBC) Senior Nutrition Program funding assistance: K. Dix

5.6) Consent: Approval of a Non-profit Organization Funding Agreement with the Hill Country Children's Advocacy Center for utility assistance and program funding at the Advocacy Center: K. Dix

5.7) Consent: Approval of a Non-profit Organization Funding Agreement with the Boys and Girls Club of Highland Lakes Inc., for utility assistance: K. Dix

5.8) Consent: Approval of a Non-profit Organization Funding Agreement with LACare, Lakes Area Care, Inc., for utility assistance: K. Dix

5.9) Consent: Approval of a Non-profit Organization Funding Agreement with Hill Country Community Foundation, for utility assistance: K. Dix

5.10) Consent: Approval of a Non-Profit Organization Funding Agreement with the Burnet County Child Welfare Board: K. Dix

5.11) Consent: Approval of a Non-profit Organization Funding Agreement with the Hill Country 100 Club: K. Dix

5.12) Consent: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF

BURNET, TEXAS AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY, TO ACCEPT A PUBLIC UTILITY EASEMENT FROM BURNET COUNTY: G. Courtney

## **6. ACTION ITEMS:**

6.1) Discuss and consider action: City Council shall receive information from the City Manager on the status of the COVID-19 pandemic's impact on the City and may discuss, give direction, or take action to implement, extend, modify or terminate plans or programs in response to the pandemic: D. Vaughn

6.2) Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AMENDING CHAPTER 90, SECTIONS 90-51 OF THE CITY OF BURNET CODE OF ORDINANCES; SETTING SOLID WASTE AND RECYCLING DISPOSAL RATES; PROVIDING AN EFFECTIVE DATE; PROVIDING SEVERABILITY AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR OTHER RELATED MATTERS: P. Langford

6.3) Discuss and consider action: SECOND AND FINAL READING OF ORDINANCE AMENDING ORDINANCE NO. 2012-06 BY ASSIGNING MANUFACTURED HOME—DISTRICT M-1 ZONING TO THAT PROPERTY DESCRIBED AS LOT 1, BLOCK 39, OF VANDERVEER/ALEXANDER ADDITION, AND FURTHER IDENTIFIED AS 604 S. RHOMBERG; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: J. Lutz

6.4) Discuss and consider action: Cancellation of the, November 24, 2020 and the December 22<sup>nd</sup>, 2020 Regular City Council meetings: K. Dix

6.5) Discuss and consider action: FIRST READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 BY ASSIGNING A FUTURE LAND USE DESIGNATION OF "RESIDENTIAL" AND "COMMERCIAL" FOR APPROXIMATELY 163 ACRES OF LAND OUT OF THE SARAH ANN GUEST SURVEY, ABSTRACT 1525 AS SHOWN IN EXHIBITS A; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: J. Lutz

6.6) Discuss and consider action: FIRST READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 BY ASSIGNING HEAVY COMMERCIAL—DISTRICT "C-3", SINGLE-FAMILY RESIDENTIAL 1—DISTRICT "R-1", AND MULTI-FAMILY RESIDENTIAL—DISTRICT "R-3" DESIGNATIONS TO APPROXIMATELY 163 ACRES OF LAND OUT OF THE SARAH ANN GUEST SURVEY, ABSTRACT 1525, AS SHOWN AND FURTHER DESCRIBED IN EXHIBIT A; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: J. Lutz

6.7) Discuss and consider action: FIRST READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 BY ASSIGNING MULTI-FAMILY RESIDENTIAL—DISTRICT "R-3" TO THAT PROPERTY DESCRIBED AS LOT 2B, BLOCK 38, AND

LOTS 2 & 3, BLOCK 37 OF THE ALEXANDER ADDITION SUBDIVISION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: J. Lutz

**7. REQUESTS FROM COUNCIL FOR FUTURE REPORTS:** In accordance with Resolution R2020-28 councilmembers may request the City Manager to prepare and present future report on matters of public interest.

**8. ADJOURN:**

Dated this the 9<sup>th</sup> day of October, 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 October 9<sup>th</sup>, 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).*

## CERTIFIED EXECUTIVE SESSION AGENDA

October 13, 2020

I, Crista Goble Bromley, Mayor of The City of Burnet, Texas hereby convene into Executive Session at \_\_\_\_\_ p.m. on the 13<sup>th</sup> day of October, 2020.

The following Council Members were in attendance:

### Council Members

\_\_\_\_ Crista Goble Bromley, Mayor  
\_\_\_\_ Danny Lester  
\_\_\_\_ Philip Thurman  
\_\_\_\_ Mary Jane Shanes  
\_\_\_\_ Tres Clinton  
\_\_\_\_ Paul Farmer, Mayor Pro Tem  
\_\_\_\_ Cindia Talamantez

### Staff Members

\_\_\_\_ Charlie Zech, City Attorney  
\_\_\_\_ Habib Erkan  
\_\_\_\_ David Vaughn, City Manager

### Others

\_\_\_\_\_  
\_\_\_\_\_

The following is an agenda of an Executive Session of the City of Burnet, Texas, held pursuant to the Texas Open Meetings Act, Government Code Section:

____ 551.071 - Consultation w/Attorney	____ X ____ 551.072 - Real Property
____ 551.073 - Prospective Gift	____ 551.074 - Personnel Matters
____ 551.076 - Security Personnel or Devices	____ 551.086 - Test item (SB 595)
____ 551.087 - Economic Development Negotiations (SB1851)	

Said Executive Session has been conducted in order to deliberate on the following matters:

Executive Session: **The City of Burnet City Council shall convene in closed session pursuant to Texas Gov't Code Ann. § 551.072 to deliberate the purchase, exchange, or value of real property, to wit: acquisition of municipal golf course vegetative buffer easements and other easements associated with Delaware Springs Ranch LLC'S bid to purchase 42.5 acres more or less contiguous to the municipal golf course: H. Erkan**

The following further action will be taken in open session:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, Crista Goble Bromley, Mayor hereby adjourn the Executive Session at \_\_\_\_\_ p.m. on the 13<sup>th</sup>, day of October, 2020. Any action, as a result of this Executive Session, will be taken and recorded in open session.

I certify that this agenda is a true and accurate record of the proceedings.

\_\_\_\_\_  
Crista Goble Bromley, Mayor

**\*Note:** this certified agenda must be kept a minimum of two years after the date of the Executive Session, and is confidential. A person who knowingly and without lawful authority makes this record public commits a Class B misdemeanor and may be held liable for actual damages, court costs, reasonable attorneys fees, and exemplary damages. Texas Government Code § 551.145.



## Administration

## ITEM 2.1

Habib Erkan  
Assistant City Manager  
512-715-3000  
herkan@cityofburnet.com

### Agenda Item Brief

**Meeting Date:** October 13, 2020

**Agenda Item:** Discuss and consider action: A RESOLUTION OF THE BURNET CITY COUNCIL ACKNOWLEDGING THE RECEIPT OF A BID BY DELAWARE SPRINGS RANCH INVESTMENTS LLC, OF \$9,000.00 PER ACRES FOR APPROXIMATELY 42 ACRES OF CITY LAND LOCATED WEST OF THE BURNET MUNICIPAL GOLF COURSE; AND, AUTHORIZING THE CITY MANAGER TO NEGOTIATE A REAL ESTATE CONTRACT WITH SAID COMPANY. H. Erkan

**Background:** At the August 11, 2020 meeting City Council authorized the City Manager to request bids for approximately 42 acres of land that adjoins the municipal golf course. The solicitation was duly published in accordance with state statute and one bidder responded with an offer to purchase the property for \$9,000.00 an acre. As the bidder intends to develop property, contiguous to the 42 acres, and the municipal golf course, the sale of the City's property can provide an opportunity to negotiate for vegetative buffers, and other, easements that would preserve and enhance the municipal golf course; as was specified in the invitation for bids.

**Information:** This resolution authorizes the City Manager to negotiate terms of a sales contract, in addition to price, including provisions insuring the 42 acres and the bidder's adjoining property is developed in a manner promoting the preservation and enhancement of the golf course. The resolution gives the City Manager 60 days to bring a sales contract to City Council for consideration and approval.

**Fiscal Impact**

The sale of this real property may generate up to \$378,000.00. Additionally, the development of the property will increase the City's tax and utility customer base.

**Recommendation:**

Approve and adopt Resolution R2020-46 as presented.



## **RESOLUTION NO. R2020-46**

### **A RESOLUTION OF THE BURNET CITY COUNCIL ACKNOWLEDGING THE RECEIPT OF A BID BY DELAWARE SPRINGS RANCH INVESTMENTS LLC, OF \$9,000.00 PER ACRES FOR APPROXIMATELY 42 ACRES OF CITY LAND LOCATED WEST OF THE BURNET MUNICIPAL GOLF COURSE; AND, AUTHORIZING THE CITY MANAGER TO NEGOTIATE A REAL ESTATE CONTRACT WITH SAID COMPANY**

**Whereas**, Council adopted Resolution No. 2020-33 authorizing the solicitation of bids for the sale of approximately 42 acres adjoining the Burnet Municipal Golf Course; and

**Whereas**, the request for bids was conducted in accordance with the requirements of Texas Local Government Code, Section 272.001; and

**Whereas**, the only bid received was from Delaware Springs Ranch Investments LLC; and

**Whereas**, the Delaware Springs Ranch Investments LLC bid was for the minimum acceptable bid price of \$9,000.00 per acre, but did not address the preservation of the golf course as specified in the request for bids; and

**Whereas**, Delaware Springs Ranch Investments LLC, is the owner and developer of land, which also adjoins the Burnet Municipal Golf Course; and

**Whereas**, Council is amenable to accepting Delaware Springs Ranch Investments LLC's bid provided the parties can reach an agreement on terms of a contract for the sale of the acreage that includes the provision of a vegetative buffer and other easements on all of Delaware Springs Ranch Investments LLC's property that abuts the Burnet Municipal Golf Course.

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

**Section one. The recitals.** The above stated recitals are incorporated herein for all purposes.

**Section two. City Manager Authorization.** The City Manager is hereby authorized and directed to negotiate the terms of a contract with Delaware Springs Ranch Investments LLC for the sale of the 42 acres, at \$9,000.00 per acre; and, which shall include additional terms and conditions benefiting, and providing for the enhancement and preservation of the Burnet Municipal Golf Course property. Unless the City Manager presents a contract for council approval within 60 days of the effective date of this Resolution the authorization provided herein shall expire.

**Section three. Council Action.** This Council reserves the right to approve, reject or modify any contract proposed by the City Manager for the sale of the 42 acres. In the event this Council rejects a proposed contract, or one is not presented to Council before the expiration of this Resolution, then, in such case, the authorization granted by this Resolution shall expire and Council may determine not to sell, or may rebid the sale of, the 42 acres; and neither party shall have any further obligation to the other.

PASSED AND APPROVED to be effective this the 13<sup>th</sup> day of October, 2020.

CITY OF BURNET

---

Crista Goble Bromley, Mayor

**ATTEST:**

---

Kelly Dix, City Secretary



## City Council Meeting

### ITEM 4.1

Jason Lutz  
Development Services  
(512) 715-3215  
jlutz@cityofburnet.com

### Agenda Item Brief

**Meeting Date:** October 13, 2020

**Agenda Item:** Public Hearing: The City Council of the City of Burnet, Texas will conduct a public hearing regarding a proposed amendment to the City's adopted Future Land Use Plan to amend the existing designation of Industrial for approximately 163 acres of land out of the Sarah Ann Guest Survey, Abstract 1525, generally located south of Hwy. 29, east of Westfall St., and west of the Railroad tracks. The proposed amendment would change the future land use designation of Industrial to Commercial and Residential land uses: J. Lutz

**Background:** The City adopted a Comprehensive Plan in 1992 and since that time no major updates or amendments have been completed. The proposed amendments are due to recent development patterns in the area and a requested zoning change (next item on the agenda) that would not be in-line with the adopted comprehensive plan.

**Information:** The property in question is approximately 163 acres with a current designation of Industrial on the future land use plan.

Recent development activity in the area has been trending towards single-family residential and staff expects that trend to continue.

Currently most of the industrial activity has been focused in existing Industrial zones located near the airport, south of Aristokraft, and south of Industrial Dr. (west of the railroad).

**Staff Analysis:** The development of Single-family homes and zoning along Westfall and west of the railroad tracts has created a situation that calls for SF-1 to be developed adjacent to land that is designated for Industrial uses in the future.

The property identified as industrial was rezoned to Industrial and C-3 (Heavy Commercial) in 2010. The areas along Hwy 29 were changed to C-3 and the remainder was changed to Industrial.

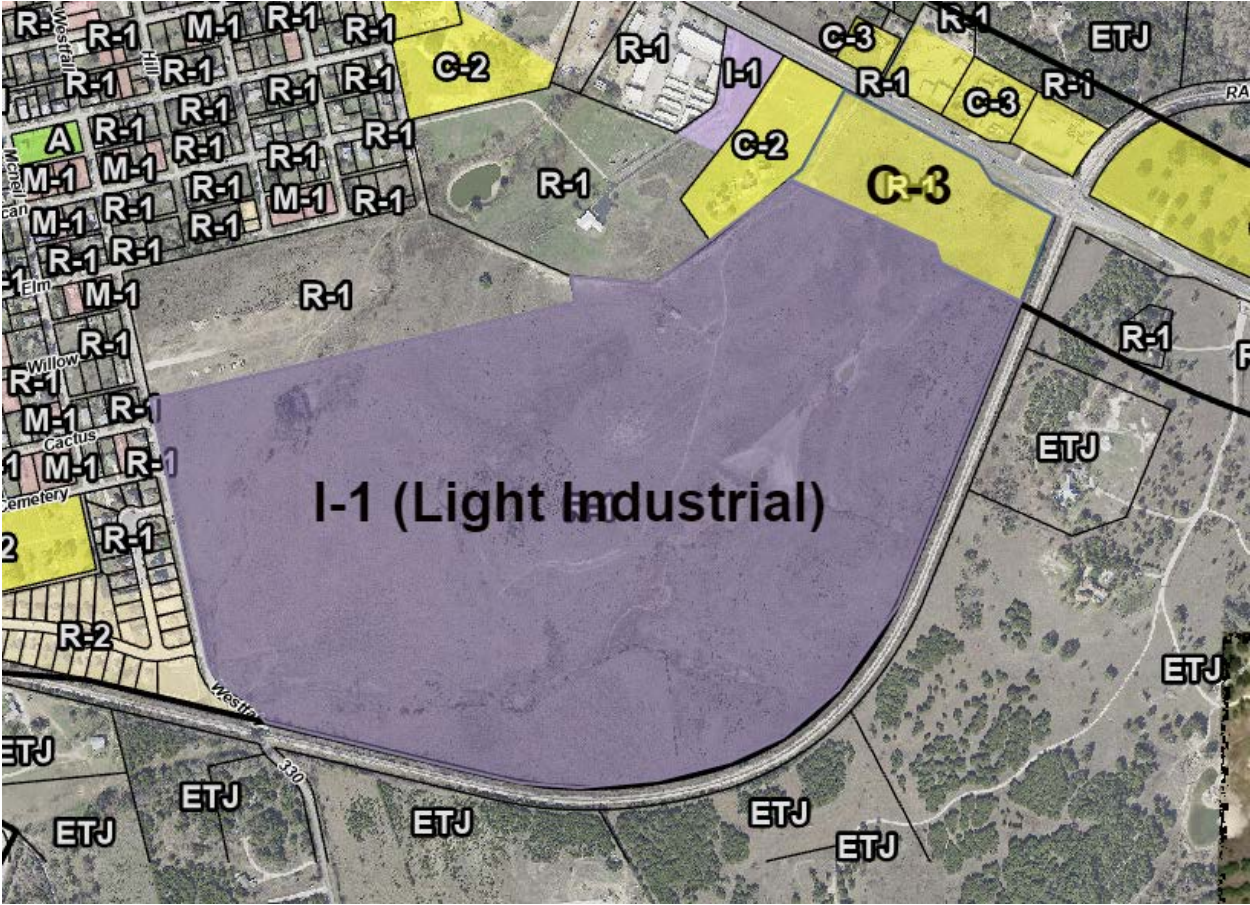
Staff expects the areas along Hwy 29 to develop with commercial uses, but with the expansion of single-family homes into the area, staff does not see Industrial as viable or desirable at this location.

**P&Z**

**Recommendation:** P&Z held a public hearing on Oct. 5, 2020 and recommended approval of the proposed amendment.

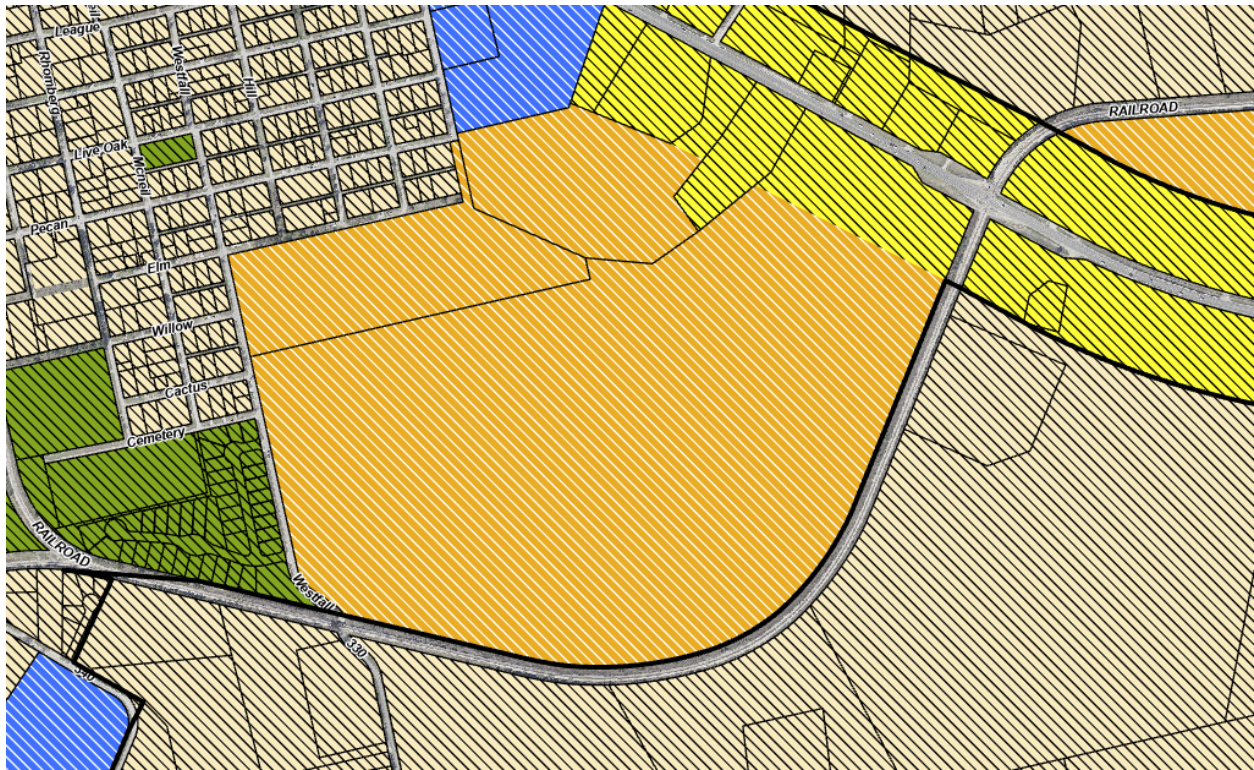
**Open the Public Hearing**

Exhibit "A"  
Location & Current Zoning Map

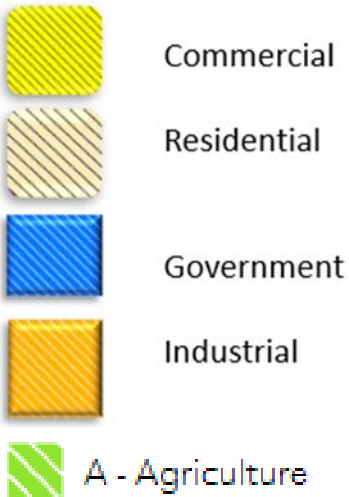




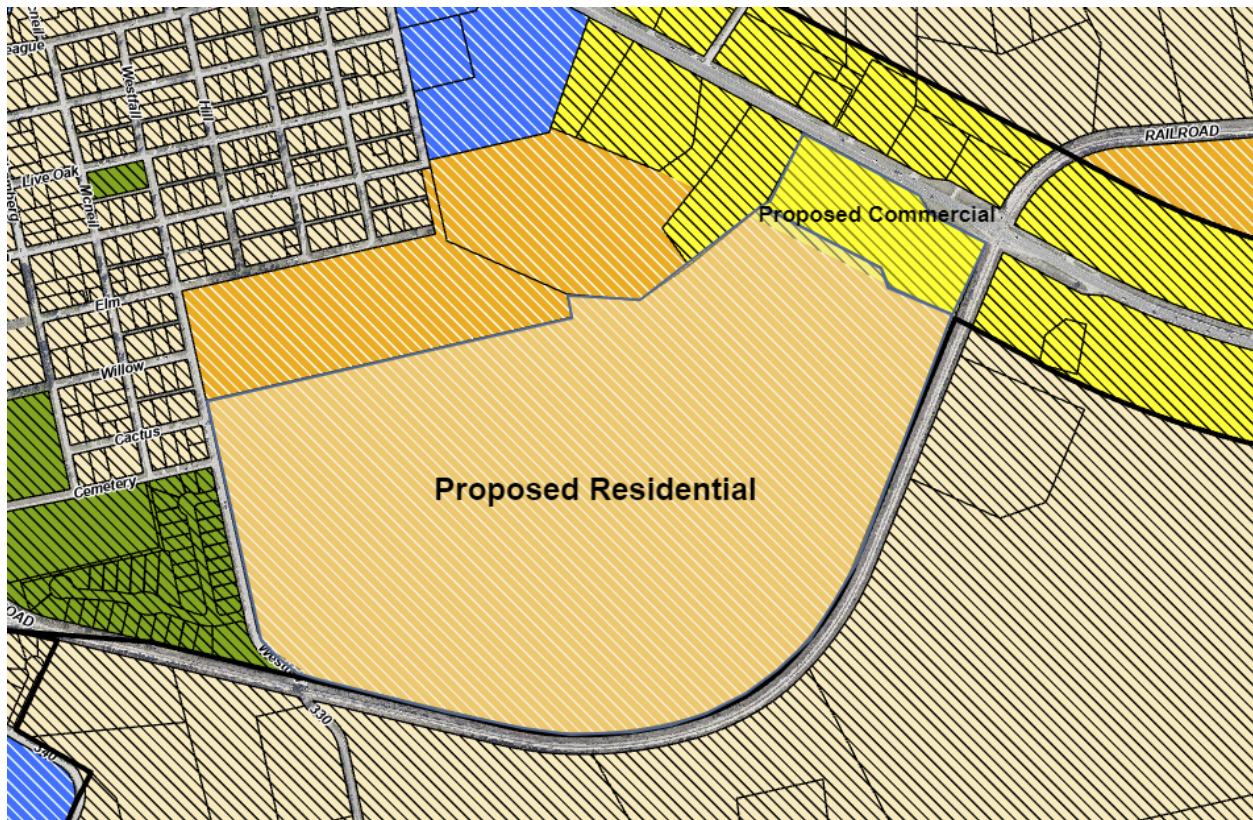
## Exhibit "B" Future Land Use Map



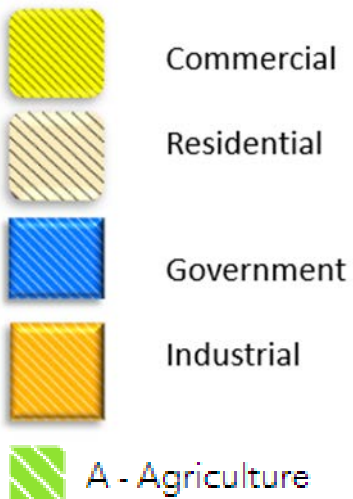
### Future Land Use Plan



**Exhibit "C"**  
**Proposed Future Land Use Map**



**Future Land Use Plan**







## City Council Meeting

### ITEM 4.2

Jason Lutz  
Development Services  
(512) 715-3215  
jlutz@cityofburnet.com

## Agenda Item Brief

**Meeting Date:** October 13, 2020

**Agenda Item:** Public Hearing: The City Council of the City of Burnet, Texas will conduct a public hearing regarding a request to rezone approximately 163 acres of land out of the Sarah Ann Guest Survey, Abstract 1525, generally located south of Hwy. 29, east of Westfall St., and west of the Railroad tracks. The requested rezoning is from Heavy commercial—District "C-3" and Light industrial—District "I-1" designations to Heavy commercial—District "C-3", Single-family residential 1—District "R-1", and Multi-family residential—District "R-3" designations: J. Lutz

**Background:** The subject property was rezoned from Single-family residential to Heavy commercial—District "C-3" and Light industrial—District "I-1" in 2010.

The applicant is requesting to rezone the property from Heavy commercial—District "C-3" and Light industrial—District "I-1" designations to Heavy commercial—District "C-3", Single-family residential 1—District "R-1", and Multi-family residential—District "R-3" designations.

The C-3 zoning change request is a small boundary change from what was approved in the 2010 rezoning.

The applicant is requesting to rezone the remaining approximate 150 acres from Light Industrial (I-1) to Single-family residential (R-1) for 126 acres and Multi-family residential (R-3) for the remaining 23 acres.

**Information:** The commercial tract will be developed based on market conditions, but the remaining R-1 and R-3 will be developed as a master planned community.

Recent development activity in the area has been trending towards single-family residential and staff expects that trend to continue. Currently most of the industrial activity has been focused in existing Industrial zones located near the airport, south of Aristokraft, and south of Industrial Dr. (west of the railroad).

**Staff Analysis:** The development of Single-family homes and zoning along Westfall and west of the railroad tracts has created a situation that calls for SF-1 to be developed adjacent to land that is designated for Industrial.

Staff expects the areas along Hwy 29 to develop with commercial uses, but with the expansion of single-family homes into the area, staff does not see Industrial as viable or desirable at this location (adjacent to single-family homes).

Staff has reviewed the proposed zoning request and looked at several factors such as Future Land Use Plan (FLUP), adjacent zoning/land uses, available utilities, and access.

FLUP: The City's Comprehensive Plan calls out this parcel as "Industrial". This zoning change request is not in line with the Comp Plan if the previous



agenda item (Comp Plan Amendment) is not approved, if approved the request will comply with the Future Land Use Plan.

**Adjacent Zoning/Land Uses:** The subject tract is surrounded by R-1 zoning to the north and west, C-3 to the north, and railroad tracks and ETJ property to the south and east.

Given the large amounts of new single-family being developed immediately adjacent to the existing industrial zone, the requested change would be a more compatible use.

**Available Utilities:** There are existing water and sewer lines that may be connected to in order to serve the property. Some upgrades to the existing infrastructure and additional electrical, water, and sewer utilities or relocation of existing utilities may be required, depending on the final site plan/layout of the property. Public Works has been involved in the requested zoning change via multiple pre-development meetings and have no major concerns regarding the requested zoning change.

**Access:** The applicant will construct additional streets to access the proposed multi-family and single-family developments. A TIA will most likely be required by TxDOT once the commercial sites begin to develop as the proposed commercial uses will drive the required improvements to Hwy 29. Additionally, a 36' wide street will be required to access the residential areas as the property's size will allow for the construction of more than 200 homes.

#### **P&Z**

**Recommendation:** P&Z held a public hearing on Oct. 5, 2020 and recommended approval of the requested zoning change.

#### **Open the Public Hearing**

## Current Zoning Map

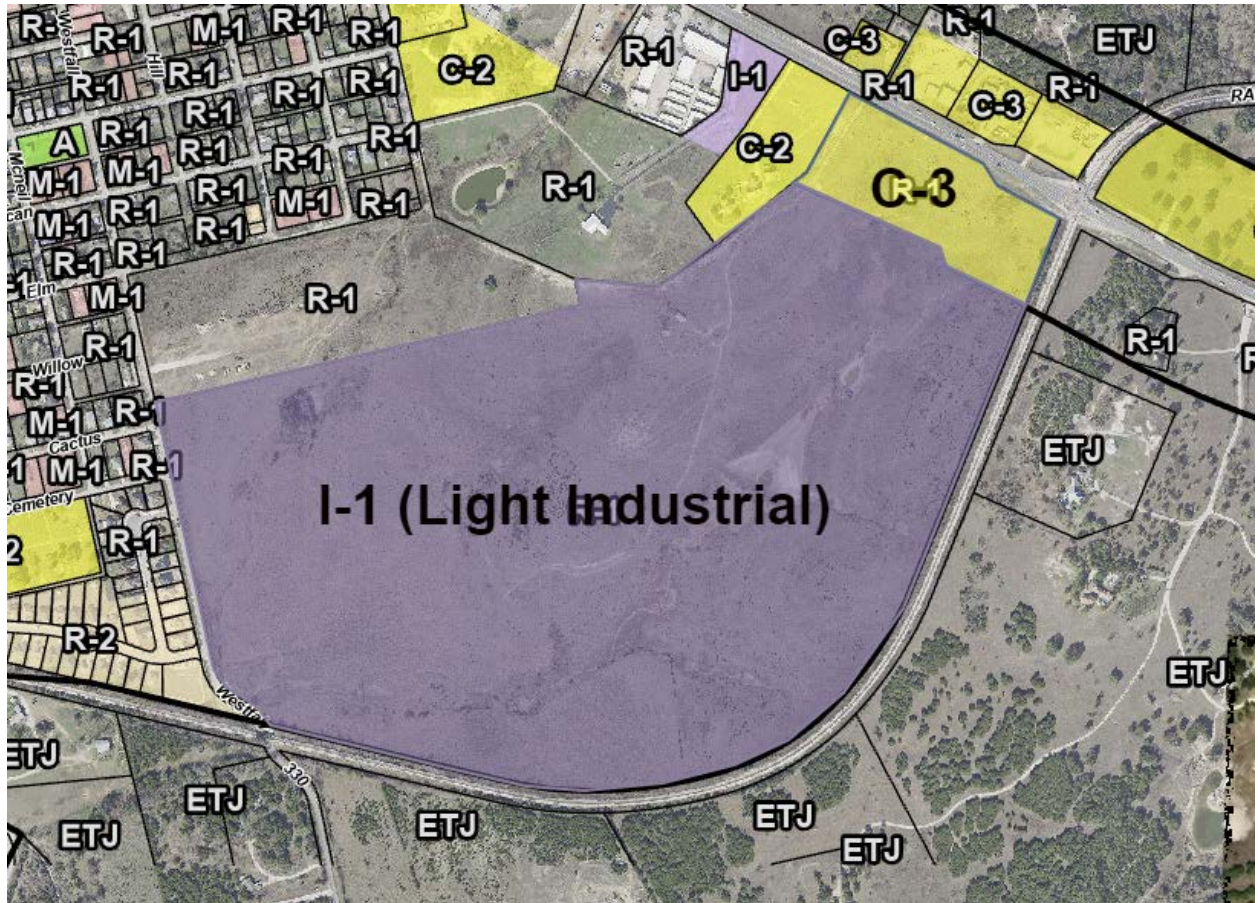


Exhibit “B”  
Proposed Zoning Map

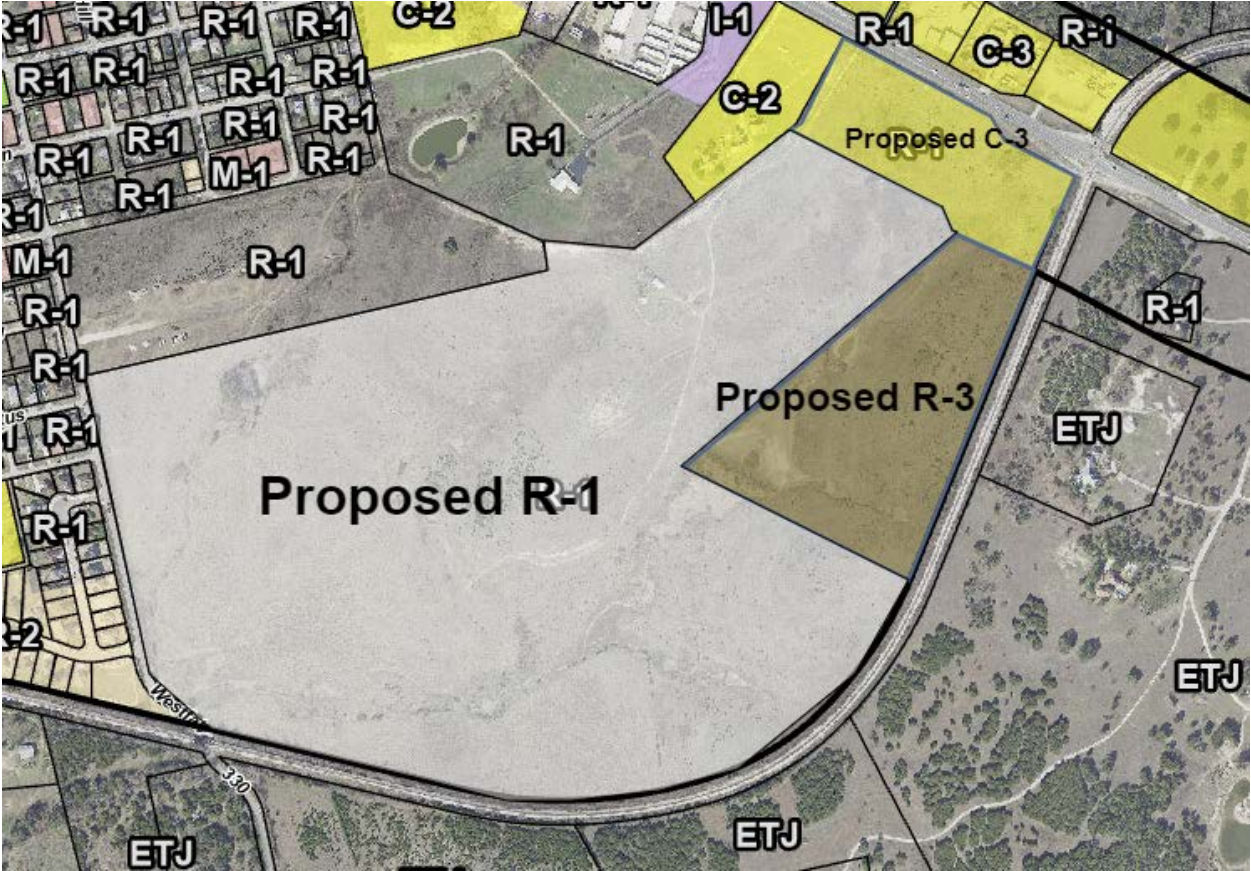
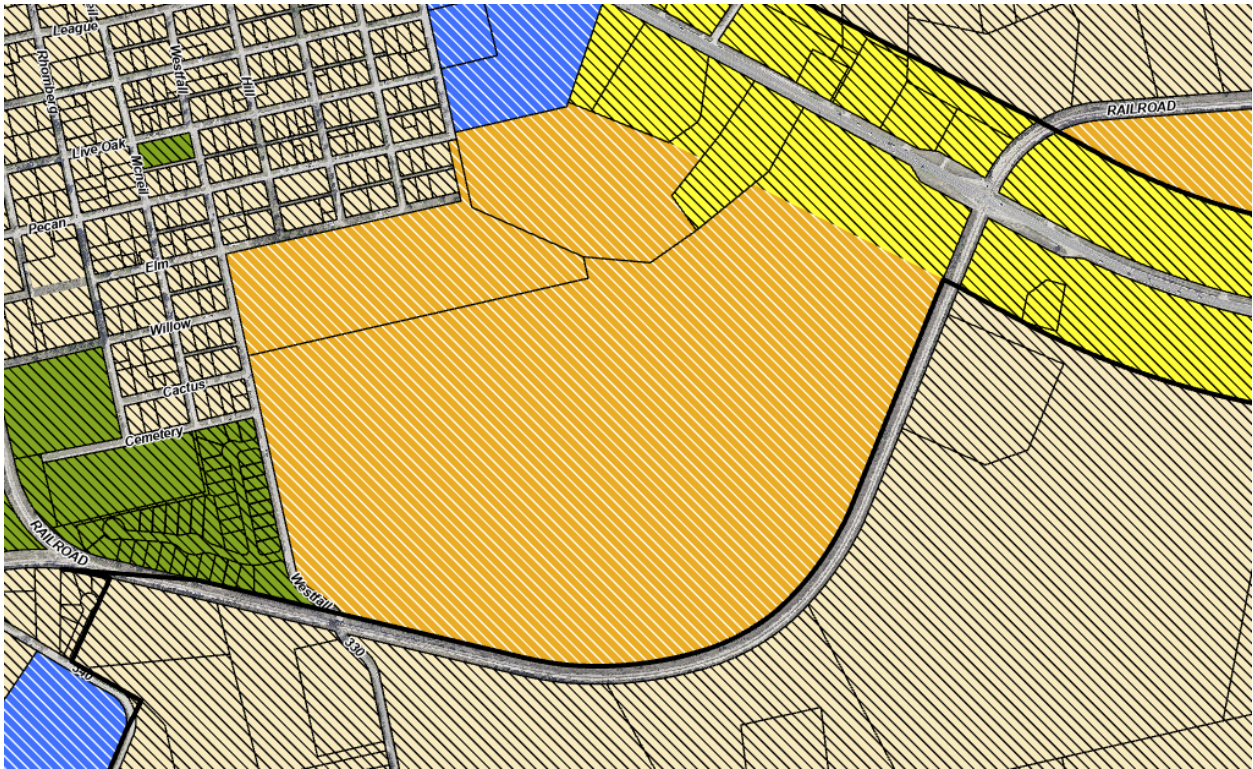









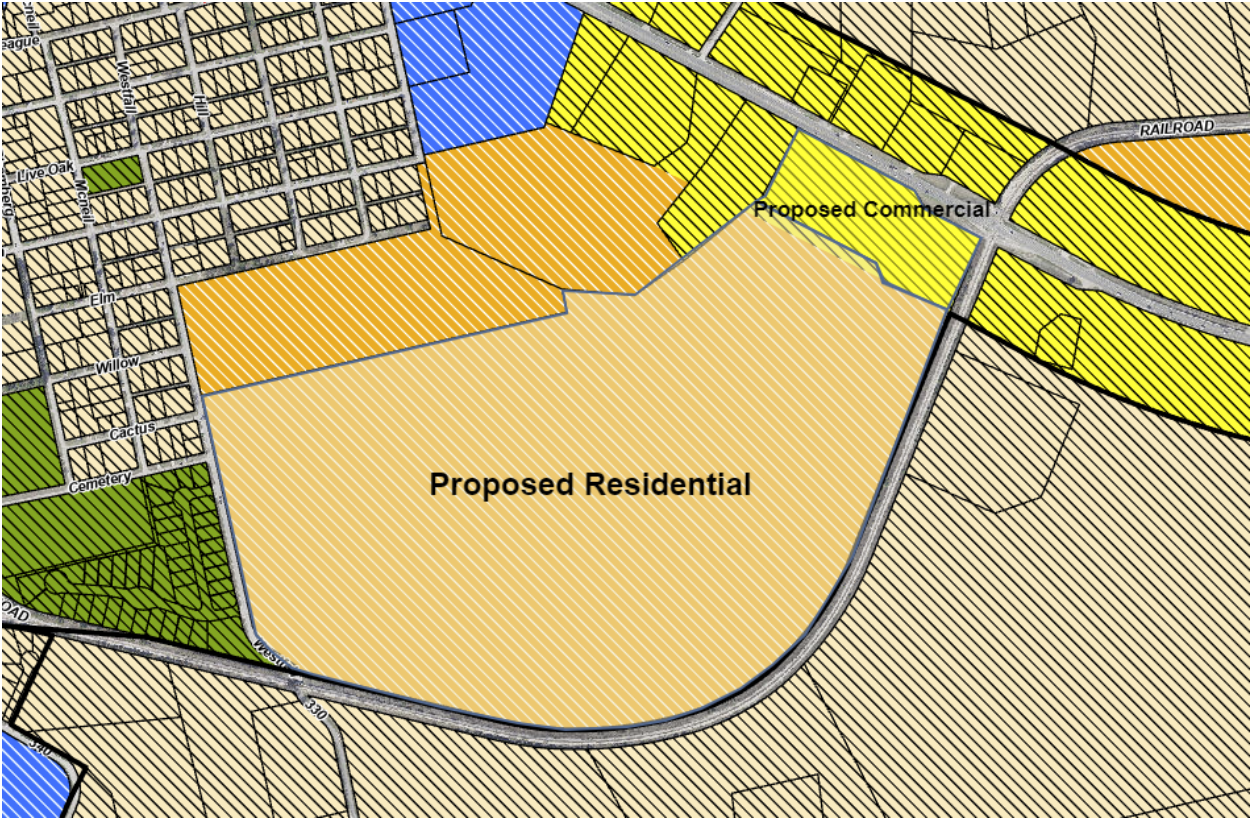
Exhibit “C”  
Future Land Use Map



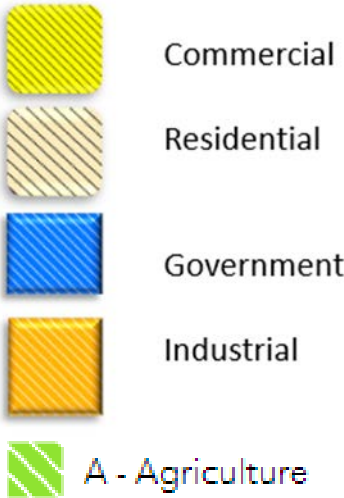
Future Land Use Plan

-  Commercial
-  Residential
-  Government
-  Industrial
-  A - Agriculture

**Exhibit “D”  
Future Land Use Map  
(If Comp Plan Amendment Approved)**



Future Land Use Plan





**Exhibit "E"**  
**Metes & Bounds Description**  
**and Property Survey (Land Uses)**

**BEING A 162.61 ACRE TRACT OF LAND OUT OF THE SARAH ANN GUEST SURVEY NO. 1503, ABSTRACT NO. 1525 IN THE CITY OF BURNET, BURNET COUNTY, TEXAS, FURTHER BEING A PORTION OF THAT CALLED 184.63 ACRE TRACT DESCRIBED IN SPECIAL WARRANTY DEED TO CGG HOLDINGS III, LLC IN DOCUMENT NO. 201202604 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS. SAID 162.61 ACRES BEING MORE PARTICULARLY DESCRIBED BY SEPARATE METES & BOUNDS IN THREE (3) SEPARATE TRACTS FOR ZONING BOUNDARIES AS FOLLOWS:**

**PROPOSED R-1 TRACT (126.39ACRES)**

BEGINNING at a 1/2" iron rod found in the Eastern Right of Way line of Westfall Street (County Road 330) at the Southwest corner of Lot 1 of Westfall Village, Phase One, a subdivision of record in Document No. 202006989, Official Public Records of Burnet County, Texas, at the Northwest corner of a remnant of a tract of land originally called 184.63 acres in a Special Warranty Deed to CGG Holdings III, LLC, of record in Document No. 201202604, Official Public Records of Burnet County, Texas, for the Northwest corner hereof;

THENCE N 76°15'27" E, with the Southern boundary line of said Westfall Village and the Southern boundary line of the Remainder of a tract of land called 21.97 acres in a Special Warranty Deed to Langley Homes, Inc, a distance of 1912.29 feet to a 1/2" iron rod found at the Southeast corner of said Langley tract and a reentrant corner hereof;

THENCE N 13°44'33" W, with the Eastern boundary line of said Langley tract and a western boundary line hereof, a distance of 120.06 feet to a 1/2" iron rod found in the Southern boundary line of a tract of land called 20.82 acres in a Special Warranty Deed to Don R. Meredith and Donna Meredith of record in Document No. 201008727, Official Public Records of Burnet County, Texas, for a Northeast corner of said Langley tract, a Northwest corner of said remnant of 184.63 acre tract and a Northwest corner hereof;

THENCE with the Southern boundary line of said Meredith tract, the following two (2) courses and distances:

1. S 85°38'20" E, a distance of 369.96 feet to a 1/2" iron rod found for angle point hereof, and
2. N 54°31'25" E, a distance of 312.16 feet to a 1/2" iron rod found at the Southern corner of a tract of land called 5.76 acres in a General Warranty Deed to Airy Mount properties, LLC, of record in Document No. 201612066, Official Public Records of Burnet County, Texas, for angle point hereof;

THENCE N 49°50'36" E, with the Southeast boundary line of said Airy Mount tract, a distance of 404.07 feet to a 1/2" iron rod set with plastic cap stamped "CUPLIN" for the Northernmost corner hereof;

THENCE over and across said 184.63 acre tract and said 162.61 acre tract, the following five (5) courses and distances:

1. S 62°54'26" E, a distance of 589.32 feet to a calculated point in the Northern boundary line hereof for angle point of this tract,
2. S 36°21'17" E, a distance of 111.54 feet to a calculated point for an interior angle point hereof,
3. S 62°56'15" E, a distance of 34.70 feet to a calculated point at the Northwest corner of a 23.31 acre tract described herein to be zones R-3, for the Northernmost Northeast corner hereof,
4. S 37°57'36" W, a distance of 1522.88 feet to a calculated point at the Southwest corner of said R-3 tract, for a reentrant corner hereof, and
5. S 61°55'02" E, a distance of 871.16 feet to a calculated point lying in a curve to the Right, in the Western Right of Way line of the Capital Metro railroad, of record in Volume 911, Page 624, Deed Records of Burnet County, Texas, in the Eastern boundary line of said 184.63 acre tract, the Eastern boundary line of said 162.61 acre tract and the Southeast corner hereof;

THENCE along said curve to the right with radius 1859.76 feet, a delta angle of 08°15'54" , and a chord of 268.04 feet bearing S 35°21'45" W, an arc distance of 268.27 feet to a 1/2" iron rod found with plastic cap stamped RPLS 4452 for the Point of Compound Curvature of another curve to the Right;

THENCE with said compound curve to the right with radius 1095.98 feet, a delta angle of 29°20'05" , and a chord of 555.02 feet bearing S 54°09'23" W, an arc distance of 561.13 feet to a

disturbed 1/2" iron rod found for the Point of Compound Curvature of another curve to the Right; THENCE with said compound curve to the right with radius 1859.92 feet, a delta angle of 33°11'16" , and a chord of 1062.34 feet bearing S 85°25'19" W, an arc distance of 1077.33 feet to a 1/2" iron rod found for the Point of Tangency of same;

THENCE N 77°59'06" W, a distance of 1021.25 feet to a disturbed 1/2" iron rod found, at the intersection of the Northern Right of Way line of said railroad and the Northern Right of Way line of County Road 330, for an angle point hereof;

THENCE leaving said railroad Right of Way and along the Northern and Eastern Right of Way line of said County Road, the following three (3) courses and distances:

1. N 41°07'03" W, a distance of 33.14 feet to a 1/2" iron rod set with plastic cap stamped "CUPLIN" for an interior angle point hereof,
2. N 55°07'40" W, a distance of 278.58 feet to a calculated point for the Southwest corner hereof, and
3. N 13°44'33" W, a distance of 1268.14 feet to the POINT OF BEGINNING and calculated to contain 126.39 acres

### **PROPOSED C-3 TRACT (12.91 ACRES)**

BEGINNING at a 1/2" iron rod found in the Southern Right of Way line of State Highway 29 at the Northeast corner of a tract of land called 5.76 acres in a General Warranty Deed to Airy Mount Properties, LLC, of record in Document No. 201612066, Official Public Records of Burnet County, Texas;

THENCE with the Southern Right of Way line of said Highway 29, the following three (3) courses and distances:

1. S 62°51'48" E, a distance of 661.39 feet to a disturbed concrete TxDot concrete monument found for angle point hereof,
2. S 36°18'54" E, a distance of 110.82 feet to a concrete TxDot concrete monument found for angle point hereof, and
3. S 62°59'26" E, a distance of 318.61 feet to a 1/2" iron rod found in the Western Right of Way line of the Capital Metro railroad, of record in Volume 911, Page 624, Deed Records of Burnet County, Texas, for the Northeast corner of said 184.63 acre tract, the Northeast corner of said 162.61 acre tract and the Northeast corner hereof;

THENCE S 21°05'21" W, along the Western Right of Way line of said railroad, the Eastern boundary line of said 184.63 acre tract and the Eastern boundary line of said 162.61 acre tract a distance of 503.00 feet to a 1/2" iron rod set with plastic cap stamped "CUPLIN" for the Northeast corner of a 23.31 acre tract described herein to be zoned R-3, for the Southeast corner hereof,

THENCE over and across said 184.63 acre tract and said 162.61 acre tract, the following three (3) courses and distances

1. N 62°56'15" W, at 454.23 feet passing a calculated point at the Northeast corner of said 126.39 acre tract to be zoned R-1 and the Northwest corner of said 23.31 acre tract to be zoned R-3, in all a distance of 488.93 feet to a calculated point for an angle point hereof,
2. N 36°21'17" W, a distance of 111.54 feet to a calculated point for an interior angle point hereof, and
3. N 62°54'26" W, a distance of 589.29 feet to a 1/2" iron rod set with plastic cap stamped "CUPLIN" in the Eastern boundary line of said Airy Mount Properties tract, for the Northernmost corner of a 126.39 acre tract to be zoned R-1, and the Southwest corner hereof;

THENCE along the Eastern boundary line of said Airy Mount Properties tract, the following two (2) courses and distances:

1. N 49°49'40" E, a distance of 106.08 feet to a cotton spindle found for angle point hereof, and
2. N 27°50'45" E, a distance of 402.49 feet to the POINT OF BEGINNING and calculated to contain 12.91 acres.

**PROPOSED R-3 TRACT (23.31 ACRES)**

COMMENCING at a 1/2" iron rod found at the intersection of the Southern Right of Way line of State Highway 29 and the Western Right of Way line of the Capital Metro railroad, of record in Volume 911, Page 624, Deed Records of Burnet County, Texas;

THENCE S 21°05'21" W, along the Western Right of Way line of said railroad, the Eastern boundary line of said 184.63 acre tract and the Eastern boundary line of said 162.61 acre tract a distance of 503.00 feet to a 1/2" iron rod set with plastic cap stamped "CUPLIN" for the Northeast corner and true POINT OF BEGINNING hereof,

THENCE S 21°05'21" W, a distance of 1189.02 feet to a disturbed 1/2" iron rod found at the Point of Curvature of a curve to the Right;

THENCE along said curve to the right with radius 1859.76 feet, a delta angle of 10°07'51" , and a chord of 328.41 feet bearing S 26°09'53" W, an arc distance of 328.84 feet to a calculated point at the Southeast corner of a 126.39 acre tract to be zoned R-1, and the Southeast corner hereof;

THENCE over and across said 184.63 acre tract and said 162.61 acre tract the following three (3) courses and distances:

1. N 61°55'02" W, a distance of 871.16 feet to a calculated point for the Southwest corner hereof,
2. N 37°57'36" E, a distance of 1522.88 feet to a calculated point at the Northeast corner of said 126.39 acre tract for the Northwest corner hereof, and
3. S 62°56'15" E, a distance of 454.23 feet to the POINT OF BEGINNING and calculated to contain 23.31 acres.

**NOTE:**

*A Plat of Survey of even date was prepared and is intended to accompany the above described tract of land. Bearings are based on North American Datum of 1983, Texas Central Zone.*

I HEREBY CERTIFY EXCLUSIVELY TO ATTORNEY'S ABSTRACT COMPANY AND DILLARD DEVELOPMENT & CONSULTING, LLC, THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION. CUPLIN & ASSOCIATES, INC. ACCEPTS NO RESPONSIBILITY FOR THE USE OF THIS SURVEY BY ANYONE OTHER THAN THE ABOVE REFERENCED PARTIES HEREBY CERTIFIED TO FOR THIS SPECIFIC TRANSACTION ONLY. COPYRIGHT 2020, CUPLIN & ASSOCIATES, INC. ©.

  
**Dated: 9/25/2020**  
Danny J. Stark, Registered Professional Land Surveyor No. 5602







## City Council Meeting

### ITEM 4.3

Jason Lutz  
Development Services  
(512) 715-3215  
jlutz@cityofburnet.com

### Agenda Item Brief

**Meeting Date:** October 13, 2020

**Agenda Item:** Public Hearing: The City Council of the City of Burnet, Texas will conduct a public hearing regarding a request to rezone property located on the west side of S. Rhomberg, between Pecan St. and Willow St., which is further described as lot 2B, Block 38, and lots 2 & 3, Block 37 of the Alexander Addition Subdivision. The requested rezoning is from its present designation of Duplex District (R-2) to a designation of Multi-family residential District (R-3): J. Lutz

**Background:** The property is located at the west side of S. Rhomberg, in the 700 & 800 blocks, between Pecan and Willow St. This location is an undeveloped property consisting of one 3 lots and portions of Elm St. and Silver St. that were previously abandoned by the City. There is a sewer main located in the old Elm St. rights-of-way and the City has retained an easement for this line.

**Information:** The applicant is requesting the re-zoning in order to construct a multi-family facility consisting of Townhome type structures and a traditional apartment complex.

The property is an approximately 3.784 acres currently zoned Duplex (R-2), which would allow up to 36 units to be constructed on the site.

Under the requested Multi-family (R-3) zoning the applicant would be permitted up to 75 units, notwithstanding setbacks, impervious cover, landscaping, detention, water quality areas, and parking requirements.

**Staff Analysis:** Staff has reviewed the proposed zoning request and looked at several factors such as Future Land Use Plan (FLUP), adjacent zoning/land uses, available utilities, and access.

FLUP: The City's Comprehensive Plan calls out this parcel as "Residential". While the comp plan does not differentiate between residential types or intensities of land uses, the requested zoning is in line with the Future Land Use Plan (see Exhibit B below).

Adjacent Zoning/Land Uses: The subject tract is surrounded by R-1 zoning to the west and east, R-1 and R-2 to the north, and C-2 (Cemetery) to the south.

Available Utilities: There are existing water and sewer lines that serve the property and have adequate capacity to serve the proposed development. Some changes or relocation of some utilities may be required, depending on the final site plan/layout of the property. Public Works has been involved in the requested zoning change via multiple pre-development meetings and have no concerns regarding the requested zoning change.

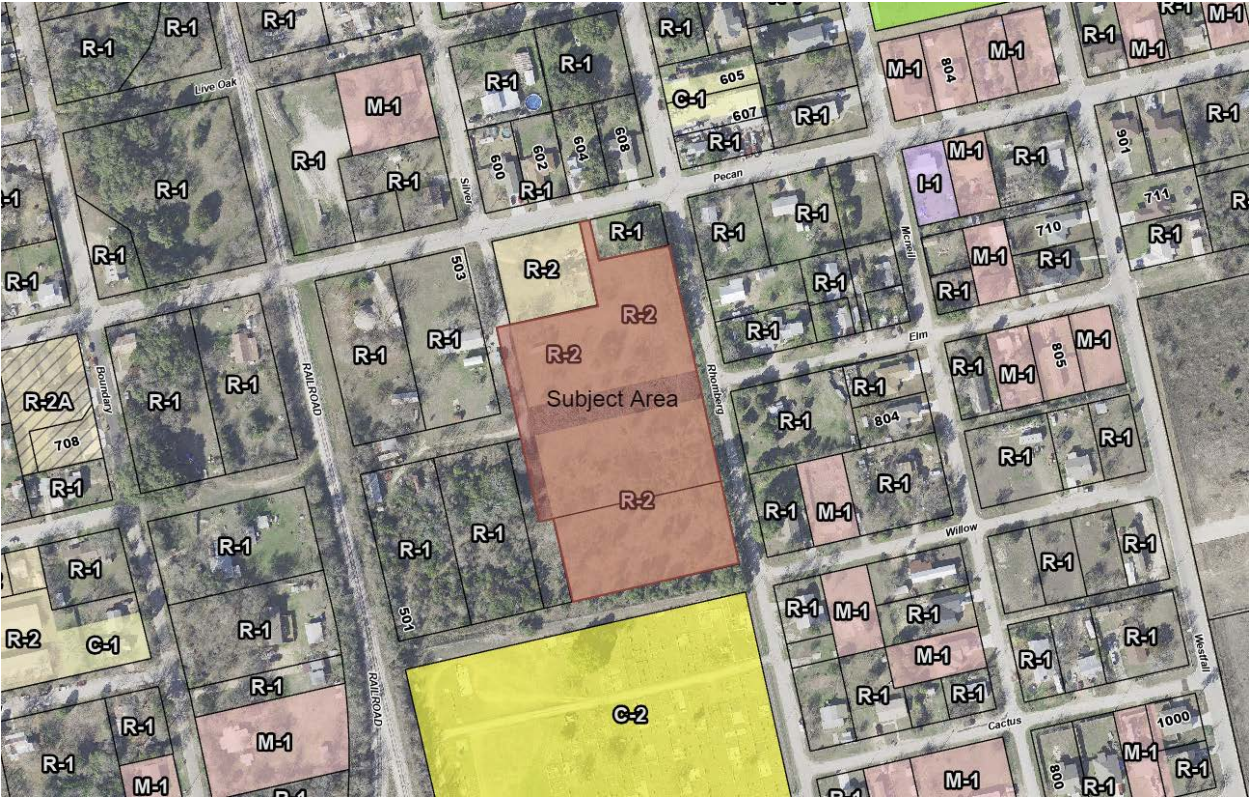
Access: No additional streets will be required and the existing road network is sufficient to handle the additional traffic demands.

## **P&Z**

**Recommendation:** P&Z held a public hearing on Oct. 5, 2020 and recommended approval of the request.

## **Open The Public Hearing**

**Exhibit "A"**  
**Location & Current Zoning Map**

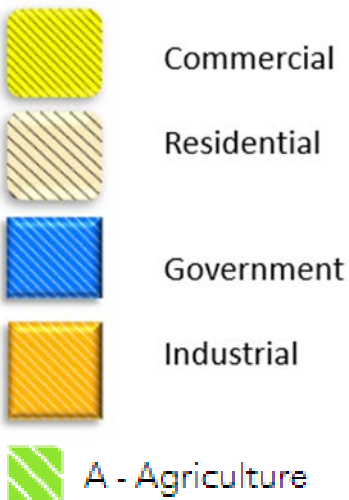




## Exhibit "B" Future Land Use Map



### Future Land Use Plan



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

On this the 29<sup>th</sup> day of September 2020, the City Council of the City of Burnet, TX convened in Special Session, at 3:00 p.m., at the regular meeting place thereof. In order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID-19), a Declaration of a Public Health Emergency was executed by Mayor Bromley on March 19, 2020. The Council Chambers were closed to public attendance. A toll-free conference line was established for access via Zoom by calling 888-475-4499 Password 885867; the following subjects were discussed, to-wit:

Mayor (Present in Chambers)	Crista Goble Bromley
Council Members (via Zoom call):	Paul Farmer, Mary Jane Shanes, Philip Thurman, Cindia Talamantez, and Danny Lester
Council Members (present in Chambers)	Tres Clinton
City Manager	David Vaughn
City Secretary	Kelly Dix

Guests: Adrienne Field, Jason Lutz (present in Chambers), Louise Lary, Ann Riddell, Rachel Holcomb, Kelli Sames, Sid Fuller (present via Zoom call)

CALL TO ORDER: The meeting was called to order by Mayor Bromley, at 3:00 p.m.

ROLL CALL: City Secretary Kelly Dix called the roll. Mayor Bromley and Council Member Clinton were present in Council Chambers, Council Members Lester, Thurman, Shanes, Talamantez and Farmer were present via the Zoom conference webinar. Quorum was established.

SPECIAL REPORTS/RECOGNITION: 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.

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 September 22, 2020 Regular City Council Meeting Minutes: Council Member Mary Jane Shanes moved to approve the consent agenda as presented. Council Member Tres Clinton seconded. City Secretary Kelly Dix called a roll vote. Council Members Lester, Thurman, Shanes, Farmer, Clinton, Talamantez and Mayor Bromley all voted in favor. The motion carried unanimously.

PUBLIC HEARING:

Public Hearing: The City Council of the City of Burnet, Texas will conduct a public hearing regarding a “Preliminary Plat” for approximately twelve acres located on the east side of County Rd. 100 near the intersection of Louise Lane and County Rd. 100: J. Lutz: Mayor Bromley opened the public hearing and asked if anyone was interested in speaking, if so to raise their hand. There being no one wishing to speak, Mayor Bromley closed the public hearing.

ACTION ITEMS:

Discuss and consider action: Discuss and consider action: The City Council of the City of Burnet, Texas will discuss and consider a “Preliminary Plat” for approximately twelve acres located on the east side of County Rd. 100 near the intersection of Louise Lane and County Rd. 100: J. Lutz: Council Member Danny Lester moved to approve the Preliminary Plat for approximately twelve acres located on the east side of County Rd. 100 near the intersection of Louise Lane and County Rd. 100 as presented. Council Member Mary Jane Shanes seconded. City Secretary Kelly Dix called a roll vote. Council Members Lester, Thurman, Shanes, Farmer, Clinton, Talamantez and Mayor Bromley all voted in favor. The motion carried unanimously.

Discuss and consider action: Discuss and consider action: The City Council of the City of Burnet, Texas will discuss and consider a “Final Plat” for approximately twelve acres located on the east side of County Rd. 100 near the intersection of Louise Lane and County Rd. 100: J. Lutz: Council Member Danny Lester moved to approve the Final Plat for approximately twelve acres located on the east side of County Rd. 100 near the intersection of Louise Lane and County Rd. 100 as presented. Council Member Tres Clinton seconded. City Secretary Kelly Dix called a roll vote.

Council Members Lester, Thurman, Shanes, Farmer, Clinton, Talamantez and Mayor Bromley all voted in favor. The motion carried unanimously.

ADJOURN: There being no further business a motion to adjourn was made by Council Member Danny Lester at 3:09 p.m., seconded by Council Member Tres Clinton. City Secretary Kelly Dix called a roll vote. Council Members Lester, Shanes, Thurman, Farmer, Clinton, Talamantez and Mayor Bromley all voted in favor. The motion carried unanimously.

---

Crista Goble Bromley, Mayor

**ATTEST:**

---

Kelly Dix, City Secretary

COUNTY OF BURNET     §

STATE OF TEXAS         §

### **INTERLOCAL COOPERATION CONTRACT**

This **INTERLOCAL COOPERATION CONTRACT** ("Contract") is executed by and between, **BURNET COUNTY**, hereinafter referred to as the "County", and the **CITY OF BURNET**, Texas, a home rule municipal corporation organized under the laws of the State of Texas, hereinafter referred to as the "City", acting by and through their duly authorized representatives.

**WHEREAS**, the City of Burnet and Burnet County are local governments as defined in §791.003 of the Texas Government Code, and

**WHEREAS**, the County owns and operates the Herman Brown Free Library in Burnet, and

**WHEREAS**, the Interlocal Cooperation Act specifically lists library services as a governmental service, and provides for interlocal contracts for library services, and

**WHEREAS**, both the County and the City desire to enter into an Interlocal Cooperation Contract, pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code, with the stated purpose of providing financial support for the Herman Brown Free Library.

**NOW, THEREFORE**, for and in consideration of the covenants, conditions, and undertakings, hereinafter described, and the benefits to accrue to the citizens of the City, the parties contract, covenant and agree to provide certain governmental services and functions as follows:

#### **Section 1. Purpose.**

The purpose of this Contract is to provide support for the County's Herman Brown Free Library, which provides library services to the residents of the City of Burnet.

#### **Section 2. Duties of the City.**

a. Utility Credits. The City agrees to provide utility credits to the Herman Brown Free Library, Burnet, Texas, in an amount not to exceed \$3,600 for the term of this contract.

b. Book Purchases. The City agrees to provide seven hundred dollars (\$700.00) per month, not to exceed an annual total of eight thousand four hundred dollars



(\$8,400.00) to the Herman Brown Free Library, Burnet, Texas, for the purchase of books for the Library.

**Section 3. Duties of the County.**

a. Conflict of Interests. County covenants and agrees that it presently has no interest and will not acquire, direct or indirect which conflict with its efficient, diligent faithful performance of the terms of this contract and agreement. This agreement shall not be assigned or transferred by County without prior written consent of the City.

b. Use of City Funds. County covenants to use the funds provided by the City pursuant to Section (1)(b) this Contract solely for the purchase of books at the Herman Brown Free Library.

c. Reporting. The County will provide the City with an annual report on the use of the funds or credit allocated to them by September 1<sup>st</sup> of each year. The report shall include the number of City of Burnet citizens who have benefitted directly from the donation as well as a general statement of the use of funds.

**Section 4. Term.** This Contract shall commence on October 1, 2020, and shall continue in effect until September 30, 2021 unless terminated in writing by the City or the County.

**Section 5. Authorization by Governing Bodies.** The parties agree that, in order for this Contract to take effect, it must be authorized by each governing body in conformance with Texas Government Code 791.011(d)(1).

**Section 6. Use of Current Revenues.** The City and County covenant that each party paying for the performance of governmental functions or services pursuant to this Contract must make those payments from current revenues available to the paying party in conformance with Texas Local Government Code 701.011(d)(3).

**Section 7. Amendments and Modifications.** This Contract may not be amended or modified except in writing executed by the City and County and authorized by both parties.

**Section 8. Captions.** The descriptive captions of this Contract are for informational purposes only and shall in no way limit or effect the terms or conditions of the paragraphs.

**Section 9. Severability.** The sections, paragraphs, clauses and phrases of this Contract are severable and, if any phrase, clause, sentence, paragraph, or section of this Contract should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, or paragraphs, and sections of this Contract.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract by their duly authorized agents and officers.

**SIGNED AND APPROVED** this the 13<sup>th</sup> day of October, 2020.

\_\_\_\_\_  
Crista Goble Bromley, Mayor

\_\_\_\_\_  
County Judge, Burnet County

**ATTEST:**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Kelly Dix, City Secretary

\_\_\_\_\_  
Burnet County Clerk

COUNTY OF BURNET     §

STATE OF TEXAS       §

## INTERLOCAL COOPERATION AGREEMENT

This **INTERLOCAL COOPERATION AGREEMENT** ("Agreement") is executed by and between the **CAPITAL AREA RURAL TRANSPORTATION SYSTEM**, P.O. Box 6050, Austin, TX 78762 hereinafter referred to as "CARTS", and the **CITY OF BURNET**, Texas, a home rule municipal corporation organized under the laws of the State of Texas, hereinafter referred to as the "City", acting by and through their duly authorized representatives.

**WHEREAS**, the City of Burnet is a local government as defined in 791.003 of the Texas Government Code, and

**WHEREAS**, the CARTS District is a rural/urban transit district organized under Chapter 458 of the Texas Transportation Code as a political subdivision of the state and an entity responsible for transit services in a 7200 square mile nine-county area which includes the non-urbanized areas of Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Travis and Williamson counties; and

**WHEREAS**, both the City of Burnet and CARTS desire to enter into an Agreement which will help provide rural transportation at an affordable rate for the citizens of the city, and

**NOW, THEREFORE**, for and in consideration of the covenants, conditions and undertakings hereinafter described, and the benefits to accrue to the citizens of the City, the parties contract, covenant and agree to provide certain services and functions as follows:

**Section 1. Program Funding Assistance.** The City agrees to provide program funding assistance to CARTS in an amount not to exceed \$8,000 for the term of this Agreement

**Section 2. Conflict of Interests.** CARTS covenants and agrees that it presently has no interest and will not acquire, direct or indirect which conflicts with its efficient, diligent faithful performance of the terms of this contract and agreement. This agreement shall not be assigned or transferred by CARTS without prior written consent of the City.

**Section 3. Agreement Period.** This Agreement shall commence on October 1, 2020, and shall continue in effect until September 30, 2021 unless terminated in writing by the City or CARTS.

**Section 4. Reporting.** CARTS will provide the City with an annual report on the use of the funds or credit allocated to them by September 1 of each year. The report shall

include the number of City of Burnet citizens who have benefited directly from the donation as well as a general statement of the use of the funds.

**Section 5. Amendments and Modifications.** This Agreement may not be amended or modified except in writing executed by the City and CARTS and authorized by both parties.

**Section 6. Captions.** The descriptive captions of this Agreement are for informational purposes only and shall in no way limit or effect the terms or conditions of the paragraphs.

**Section 7. Severability.** The sections, paragraphs, clauses and phrases of this Agreement are severable and, if any phrase, clause, sentence, paragraph, or section of this Agreement should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, or paragraphs, and sections of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by their duly authorized agents and officers.

**SIGNED AND APPROVED** this the 13<sup>th</sup> day of October, 2020.

\_\_\_\_\_  
Crista Goble Bromley, Mayor

\_\_\_\_\_  
CARTS

ATTEST:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Kelly Dix, City Secretary

STATE OF TEXAS

§

COUNTY OF BURNET

§

### **NON-PROFIT ORGANIZATION FUNDING AGREEMENT**

This Agreement (the "Agreement") is entered into by and between Burnet County Heritage Society ("Recipient"), and the City of Burnet, a Texas home rule municipal corporation ("City"). Recipient and City are jointly referred to herein as the "parties" and individually as a "party."

#### **RECITALS:**

**Whereas**, City has made it a priority to support the preservation of artifacts and the history of the City of Burnet (hereinafter "Public Services") to benefit the public health safety and welfare; and

**Whereas**, Recipient, is a Texas non-profit organization whose mission includes providing such Public Services; and

**Whereas**, City's Council deems it appropriate to provide a grant of funds to Recipient to defray some of the costs in Recipient's delivery of services to members of the community; and

**Whereas**, City's Council approved this Agreement at October 13, 2020, regularly scheduled meeting.

#### **AGREEMENT:**

**NOW, THEREFORE**, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Recipient agree as follows:

#### **ARTICLE 1 RECITALS**

1.01 Recitals incorporated. The foregoing recitals are hereby incorporated herein for all purposes.

#### **ARTICLE 2 TERM**

2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2021.

#### **ARTICLE 3 TERMS AND CONDITIONS**

3.01 Public Services. Recipient, agrees to provide the Public Services described as follows: preserve the history and collected historical artifacts to include Fort Croghan through an efficient and informative preservation program that provides the community with the historical origins of the City of Burnet and Burnet County.

3.01.01 Special Conditions: Intentionally Blank.

3.02 City's Contribution. In consideration for the public services provided by Recipient, City agrees to cover all monthly costs related to the provision of City of Burnet Utility water, wastewater, electric and garbage service to the Burnet County Heritage Society located at 703 Buchanan Drive, Burnet, Texas, in an amount, not to exceed, \$4,500.00 ("Total Value Amount").

3.03 Payments. Intentionally blank.

3.04 Covenant. Recipient covenants and agrees that in providing the Public Services it shall not discriminate based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity.

#### **ARTICLE 4 REPORTS**

4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2021.

4.02 Report content. Reports shall provide information on the project including total revenues, total expenses, and information regarding the impact of the Public Services, including the number of City of Burnet Citizens directly benefiting from the Program. Reports shall be in a form acceptable to the City Manager.

#### **ARTICLE 5 DUTY TO CITY**

5.01 Recipient's Duty to City. Recipient acknowledges that, pursuant to the terms of this Agreement, it has a fiduciary duty to the City with respect to its handling and use of the Payments provided under this Agreement.

#### **ARTICLE 6 RECORDS**

6.01 Records. Recipient shall maintain (or cause to be maintained) current and complete books and records reflecting expenditures of the Payments received

under this Agreement. In the event a litigant in a judicial proceeding or an authorized state agency, challenges any aspect of the City's Payment to Recipient under this Agreement Recipient shall make such book and records available to the City or the court, or such other state agency for inspection during normal business hours upon reasonable advance notice. All such records to the extent considered public records which fall within the provisions of the Texas Government Code, Section 572.001, *et seq.*, may be subject to disclosure and Recipient shall cooperate fully with City in timely producing all such records in response to any public request for same.

## **ARTICLE 7 AUDIT**

- 7.01 In the event a litigant in a judicial proceeding, or authorized state agency, challenges any aspect of the City's payments this Agreement City reserves the right for City's internal audit department personnel, or an independent certified public accounting firm selected by City, to conduct examinations, during normal business hours, of the books and records maintained by Recipient with respect to the Payments received under this Agreement, which books and records shall be made available to City at a mutually agreeable location in Burnet County, Texas, upon at least thirty (30) days' notice to Recipient of City's inspection and audit.

## **ARTICLE 8 DEFAULT**

- 8.01 Recipient Default. City may terminate this Agreement by furnishing written notice to Recipient if at any time during the term of this Agreement Recipient materially fails to perform any of its obligations hereunder and such failure to perform such covenant continues for thirty (30) days after written notice given by City to Recipient.

## **ARTICLE 9 LIABILITY OF RECIPIENT AND CITY**

- 9.01 No Liability of City Personnel. Recipient agrees that no provision of this Agreement is intended to or shall be interpreted to negate or diminish any statutory or common law rights the City may have to immunity under the laws of the State of Texas. Further, Recipient agrees that under no circumstances shall any officer or employee of City be personally liable for any of the obligations of City under this Agreement.
- 9.02 **INDEMNIFICATION. RECIPIENT AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS CITY, ITS AGENTS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AND AFFILIATES, OF AND FROM ANY AND ALL PRESENT OR FUTURE CLAIMS, DEMANDS OR CAUSES OF ACTION THAT MAY ACCRUE ON ACCOUNT OF, OR IN ANY WAY ARISING OUT OF, RECIPIENT'S**

**WRONGFUL ACTS AND/OR OMISSIONS UNDER THIS AGREEMENT AND/OR RECIPIENT'S MISUSE OF PUBLIC REVENUES AND/OR THE MISMANAGEMENT OF SUCH REVENUES.**

- 9.03 Reimbursement of Funds. If this Agreement or the use of Payments under this Agreement is deemed to be impermissible by a court having jurisdiction over the Parties and subject matter, then Recipient agrees to pay back to the City any Payments made by the City that were adjudicated to have been impermissibly paid by City to Recipient or misspent by Recipient.
- 9.04 City's Liability Limitations. Should City fail to timely, fully and completely comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement, such failures shall be an Act of Default by City and City shall have sixty (60) days to cure and remove the Default upon receipt of written notice to do so from Recipient. Further, Recipient specifically agrees that City's liability under this Agreement shall in no event exceed the Total Value Amount, less any Payments received by Recipient; and City shall not be liable to Recipient for any other actual, incidental or consequential damages, direct or indirect, or interest for any Act of Default by City under the terms of this Agreement.
- 9.05 Attorney's Fees. Neither Party shall be liable to the other for any Attorney's Fees or costs incurred in the enforcement of this Agreement; except the City shall be entitled to recover reasonable and necessary attorney's fees, expert witness fees and court costs, incurred to recover Payments made under this Agreement that were adjudicated by a court of competent jurisdiction to have been impermissibly paid by City to Recipient or misspent by Recipient.

**ARTICLE 10  
NOTICE**

- 10.01 Notice. Any notice provided for in or permitted under this Agreement shall be made in writing and may be given or served by: (i) delivering the same in person to the Party to be notified, (ii) depositing the same in the United States mail, postage prepaid, registered or certified with return receipt requested, and addressed to the Party to be notified at the address herein specified, or (iii) delivery by private courier with proof of delivery required. If notice is deposited in the United States mail pursuant to (ii) of this Article, it will be effective from and after the date of receipt or delivery thereof if refused. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purpose of notice, the address of the parties shall be, until changed as hereinafter provided for, as follows:

If to City:	City of Burnet Attention: City Manager PO Box 1369 1001 Buchanan Street, Suite 4
-------------	---



Burnet, Texas 78611

If to Recipient: Burnet County Heritage Society  
P.O. Box 74  
Burnet, TX 78611

The Parties shall have the right, at any time, to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other Party. Each Party shall have the right from time to time to specify additional parties to whom notice hereunder must be given by delivering to the other Party fifteen (15) days' written notice thereof setting forth the address of such additional party or parties; provided, however, that neither Party shall have the right to designate more than two (2) such additional parties. Notice required to be delivered hereunder to either Party shall not be deemed to be effective until the additional parties, if any, designated by such Party have been given notice in a manner deemed effective pursuant to the terms of this Article.

#### **ARTICLE 11 RELATIONSHIP**

Recipient shall at all times be the independent contractor of City and not the employee or agent of City, with respect to the matters provided for herein. Recipient shall have no right or power to contract with third parties for, on behalf of, or in the name of City or to otherwise bind or obligate the City.

#### **ARTICLE 12 ASSIGNMENT**

- 12.01 Binding Effect. This Agreement shall be binding upon and inure to the benefit of Parties and their respective heirs, representatives, successors and permitted assigns.
- 12.02 Assignment by Recipient. Recipient shall not have the right to assign its rights hereunder without the expressed prior written consent of City

#### **ARTICLE 13 MISCELLANEOUS**

- 13.01 Amendments. This Agreement may be amended only by a written instrument so stating which is executed by the Parties hereto.

- 13.02 Authority. The person executing this Agreement on behalf of Recipient and City each represents that he/she has the power and authority to do so and to bind his/her principal to the terms of this Agreement.
- 13.03 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same agreement.
- 13.04 Exhibits. Intentionally deleted.
- 13.05 Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- 13.06 Governing Law and Venue. This Agreement shall be construed, interpreted and applied in accordance with and shall be governed by, the laws applicable to the State of Texas. Venue for any disputes arising under this Agreement shall be in Burnet County, Texas.
- 13.07 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- 13.08 Severability. If any provision of this Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby, but shall be enforced to the greatest extent permitted by law.
- 13.09 Waivers. No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof or of any breach of any other provision hereof.

***Remainder of this page intentionally left blank. Signatures follow on the next page.***

**THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1<sup>st</sup> DAY OF OCTOBER, 2020.**

**RECIPIENT:**

Burnet County Heritage Society  
A not for profit organization

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY:**

**CITY OF BURNET, TEXAS,**  
A Texas home-rule municipality

By: \_\_\_\_\_  
Crista Goble Bromley, Mayor

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Kelly Dix, City Secretary

**STATE OF TEXAS**

**§**

**COUNTY OF BURNET**

**§**

**NON-PROFIT ORGANIZATION FUNDING AGREEMENT**

This Agreement (the "Agreement") is entered into by and between Opportunities for Williamson and Burnet Counties (OWBC) ("Recipient"), and the City of Burnet, a Texas home rule municipal corporation ("City"). Recipient and City are jointly referred to herein as the "parties" and individually as a "party."

**RECITALS:**

**Whereas**, City has made it a priority to support senior nutrition for citizens over the age of 60 or disabled that need assistance with nutritious meal service and are unable to provide for themselves (hereinafter "Public Services") to benefit the public health safety and welfare; and

**Whereas**, Recipient, is a Texas non-profit organization whose mission includes providing such Public Services; and

**Whereas**, City's Council deems it appropriate to provide a grant of funds to Recipient to defray some of the costs in Recipient's delivery of services to members of the community; and

**Whereas**, City's Council approved this Agreement at October 13, 2020, regularly scheduled meeting.

**AGREEMENT:**

**NOW, THEREFORE**, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Recipient agree as follows:

**ARTICLE 1  
RECITALS**

1.01 Recitals incorporated. The foregoing recitals are hereby incorporated herein for all purposes.

**ARTICLE 2  
TERM**

2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2021.

**ARTICLE 3**

## **TERMS AND CONDITIONS**

- 3.01 Public Services. Recipient, agrees to provide the Public Services described as follows: support senior nutrition for citizens over the age of 60 or disabled that need assistance with nutritious meal service and are unable to provide for themselves.
- 3.01.01 Special Conditions: Intentionally Blank.
- 3.02 City's Contribution. In consideration for the public services provided by Recipient, City agrees to provide program funding for Senior Nutrition Services to the community including but not limited to providing meals to participants aged 60 and older or disabled persons in an amount, not to exceed, \$10,000.00 ("Total Value Amount").
- 3.03 Payments. Intentionally blank.
- 3.04 Covenant. Recipient covenants and agrees that in providing the Public Services it shall not discriminate based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity.

## **ARTICLE 4 REPORTS**

- 4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2021.
- 4.02 Report content. Reports shall provide information on the project including total revenues, total expenses, and information regarding the impact of the Public Services, including the number of City of Burnet Citizens directly benefiting from the Program. Reports shall be in a form acceptable to the City Manager.

## **ARTICLE 5 DUTY TO CITY**

- 5.01 Recipient's Duty to City. Recipient acknowledges that, pursuant to the terms of this Agreement, it has a fiduciary duty to the City with respect to its handling and use of the Payments provided under this Agreement.

## **ARTICLE 6 RECORDS**

- 6.01 Records. Recipient shall maintain (or cause to be maintained) current and complete books and records reflecting expenditures of the Payments received under this Agreement. In the event a litigant in a judicial proceeding or an

authorized state agency, challenges any aspect of the City's Payment to Recipient under this Agreement Recipient shall make such book and records available to the City or the court, or such other state agency for inspection during normal business hours upon reasonable advance notice. All such records to the extent considered public records which fall within the provisions of the Texas Government Code, Section 572.001, *et seq.*, may be subject to disclosure and Recipient shall cooperate fully with City in timely producing all such records in response to any public request for same.

## **ARTICLE 7 AUDIT**

- 7.01 In the event a litigant in a judicial proceeding, or authorized state agency, challenges any aspect of the City's payments this Agreement City reserves the right for City's internal audit department personnel, or an independent certified public accounting firm selected by City, to conduct examinations, during normal business hours, of the books and records maintained by Recipient with respect to the Payments received under this Agreement, which books and records shall be made available to City at a mutually agreeable location in Burnet County, Texas, upon at least thirty (30) days' notice to Recipient of City's inspection and audit.

## **ARTICLE 8 DEFAULT**

- 8.01 Recipient Default. City may terminate this Agreement by furnishing written notice to Recipient if at any time during the term of this Agreement Recipient materially fails to perform any of its obligations hereunder and such failure to perform such covenant continues for thirty (30) days after written notice given by City to Recipient.

## **ARTICLE 9 LIABILITY OF RECIPIENT AND CITY**

- 9.01 No Liability of City Personnel. Recipient agrees that no provision of this Agreement is intended to or shall be interpreted to negate or diminish any statutory or common law rights the City may have to immunity under the laws of the State of Texas. Further, Recipient agrees that under no circumstances shall any officer or employee of City be personally liable for any of the obligations of City under this Agreement.
- 9.02 **INDEMNIFICATION. RECIPIENT AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS CITY, ITS AGENTS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AND AFFILIATES, OF AND FROM ANY AND ALL PRESENT OR FUTURE CLAIMS, DEMANDS OR CAUSES OF ACTION THAT MAY ACCRUE ON ACCOUNT OF, OR IN ANY WAY ARISING OUT OF, RECIPIENT'S WRONGFUL ACTS AND/OR OMISSIONS UNDER THIS AGREEMENT AND/OR**

## **RECIPIENT'S MISUSE OF PUBLIC REVENUES AND/OR THE MISMANAGEMENT OF SUCH REVENUES.**

- 9.03 Reimbursement of Funds. If this Agreement or the use of Payments under this Agreement is deemed to be impermissible by a court having jurisdiction over the Parties and subject matter, then Recipient agrees to pay back to the City any Payments made by the City that were adjudicated to have been impermissibly paid by City to Recipient or misspent by Recipient.
- 9.04 City's Liability Limitations. Should City fail to timely, fully and completely comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement, such failures shall be an Act of Default by City and City shall have sixty (60) days to cure and remove the Default upon receipt of written notice to do so from Recipient. Further, Recipient specifically agrees that City's liability under this Agreement shall in no event exceed the Total Value Amount, less any Payments received by Recipient; and City shall not be liable to Recipient for any other actual, incidental or consequential damages, direct or indirect, or interest for any Act of Default by City under the terms of this Agreement.
- 9.05 Attorney's Fees. Neither Party shall be liable to the other for any Attorney's Fees or costs incurred in the enforcement of this Agreement; except the City shall be entitled to recover reasonable and necessary attorney's fees, expert witness fees and court costs, incurred to recover Payments made under this Agreement that were adjudicated by a court of competent jurisdiction to have been impermissibly paid by City to Recipient or misspent by Recipient.

## **ARTICLE 10 NOTICE**

- 10.01 Notice. Any notice provided for in or permitted under this Agreement shall be made in writing and may be given or served by: (i) delivering the same in person to the Party to be notified, (ii) depositing the same in the United States mail, postage prepaid, registered or certified with return receipt requested, and addressed to the Party to be notified at the address herein specified, or (iii) delivery by private courier with proof of delivery required. If notice is deposited in the United States mail pursuant to (ii) of this Article, it will be effective from and after the date of receipt or delivery thereof if refused. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purpose of notice, the address of the parties shall be, until changed as hereinafter provided for, as follows:

If to City:                      City of Burnet  
   Attention: City Manager  
   PO Box 1369  
   1001 Buchanan Street, Suite 4  
   Burnet, Texas 78611



If to Recipient: Opportunities for Williamson and Burnet Counties  
604 High Tech Drive  
Georgetown, Texas 78627

The Parties shall have the right, at any time, to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other Party. Each Party shall have the right from time to time to specify additional parties to whom notice hereunder must be given by delivering to the other Party fifteen (15) days' written notice thereof setting forth the address of such additional party or parties; provided, however, that neither Party shall have the right to designate more than two (2) such additional parties. Notice required to be delivered hereunder to either Party shall not be deemed to be effective until the additional parties, if any, designated by such Party have been given notice in a manner deemed effective pursuant to the terms of this Article.

#### **ARTICLE 11 RELATIONSHIP**

Recipient shall at all times be the independent contractor of City and not the employee or agent of City, with respect to the matters provided for herein. Recipient shall have no right or power to contract with third parties for, on behalf of, or in the name of City or to otherwise bind or obligate the City.

#### **ARTICLE 12 ASSIGNMENT**

12.01 Binding Effect. This Agreement shall be binding upon and inure to the benefit of Parties and their respective heirs, representatives, successors and permitted assigns.

12.02 Assignment by Recipient. Recipient shall not have the right to assign its rights hereunder without the expressed prior written consent of City

#### **ARTICLE 13 MISCELLANEOUS**

13.01 Amendments. This Agreement may be amended only by a written instrument so stating which is executed by the Parties hereto.

- 13.02 Authority. The person executing this Agreement on behalf of Recipient and City each represents that he/she has the power and authority to do so and to bind his/her principal to the terms of this Agreement.
- 13.03 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same agreement.
- 13.04 Exhibits. Intentionally deleted.
- 13.05 Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- 13.06 Governing Law and Venue. This Agreement shall be construed, interpreted and applied in accordance with and shall be governed by, the laws applicable to the State of Texas. Venue for any disputes arising under this Agreement shall be in Burnet County, Texas.
- 13.07 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- 13.08 Severability. If any provision of this Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby, but shall be enforced to the greatest extent permitted by law.
- 13.09 Waivers. No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof or of any breach of any other provision hereof.

***Remainder of this page intentionally left blank. Signatures follow on the next page.***

**THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1<sup>st</sup> DAY OF OCTOBER, 2020.**

**RECIPIENT:**

Opportunities for Williamson and Burnet Counties (OWBC)  
A not for profit organization

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY:**

**CITY OF BURNET, TEXAS,**  
A Texas home-rule municipality

By: \_\_\_\_\_  
Crista Goble Bromley, Mayor

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Kelly Dix, City Secretary

STATE OF TEXAS

§

COUNTY OF BURNET

§

### **NON-PROFIT ORGANIZATION FUNDING AGREEMENT**

This Agreement (the "Agreement") is entered into by and between the Hill County Children's Advocacy Center ("Recipient"), and the City of Burnet, a Texas home rule municipal corporation ("City"). Recipient and City are jointly referred to herein as the "parties" and individually as a "party."

#### **RECITALS:**

**Whereas**, City has made it a priority to provide a voice for children who may be suffering from abuse or neglect (hereinafter "Public Services") to benefit the public health safety and welfare; and

**Whereas**, Recipient, is a Texas non-profit organization whose mission includes providing such Public Services; and

**Whereas**, City's Council deems it appropriate to provide a grant of funds to Recipient to defray some of the costs in Recipient's delivery of services to members of the community; and

**Whereas**, City's Council approved this Agreement at October 13, 2020, regularly scheduled meeting.

#### **AGREEMENT:**

**NOW, THEREFORE**, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Recipient agree as follows:

#### **ARTICLE 1 RECITALS**

1.01 Recitals incorporated. The foregoing recitals are hereby incorporated herein for all purposes.

#### **ARTICLE 2 TERM**

2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2021.

#### **ARTICLE 3 TERMS AND CONDITIONS**

3.01 Public Services. Recipient, agrees to provide the Public Services described as follows: provide children and families a stable path to justice and healing through efficient, coordinated, and trauma-informed services in the aftermath of abuse or violent crime

3.01.01 Special Conditions: Intentionally Blank.

3.02 City's Contribution. In consideration for the public services provided by Recipient, City agrees to the following:

(a) Utility costs. City shall cover all monthly costs related to the provision of City of Burnet Utility water, wastewater, electric and garbage service to the Hill Country Children's Advocacy Center located at Recipient's offices in Burnet, Texas, in an amount, not to exceed, \$8,200.00

(b) Program Funding. City shall provide program funding assistance in the amount of \$5,500.00.

(c) The combined value of subsections (a) \$8,200.00; and, (b) 5,500.00 shall be the "Total Value Amount" of the City's obligation under this Agreement.

3.03 Payments. Intentionally blank.

3.04 Covenant. Recipient covenants and agrees that in providing the Public Services it shall not discriminate based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity.

## **ARTICLE 4 REPORTS**

4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2021.

4.02 Report content. Reports shall provide information on the project including total revenues, total expenses, and information regarding the impact of the Public Services, including the number of City of Burnet Citizens directly benefiting from the Program. Reports shall be in a form acceptable to the City Manager.

## **ARTICLE 5 DUTY TO CITY**

5.01 Recipient's Duty to City. Recipient acknowledges that, pursuant to the terms of this Agreement, it has a fiduciary duty to the City with respect to its handling and use of the Payments provided under this Agreement.

## **ARTICLE 6 RECORDS**

- 6.01 Records. Recipient shall maintain (or cause to be maintained) current and complete books and records reflecting expenditures of the Payments received under this Agreement. In the event a litigant in a judicial proceeding or an authorized state agency, challenges any aspect of the City's Payment to Recipient under this Agreement Recipient shall make such book and records available to the City or the court, or such other state agency for inspection during normal business hours upon reasonable advance notice. All such records to the extent considered public records which fall within the provisions of the Texas Government Code, Section 572.001, *et seq.*, may be subject to disclosure and Recipient shall cooperate fully with City in timely producing all such records in response to any public request for same.

## **ARTICLE 7 AUDIT**

- 7.01 In the event a litigant in a judicial proceeding, or authorized state agency, challenges any aspect of the City's payments this Agreement City reserves the right for City's internal audit department personnel, or an independent certified public accounting firm selected by City, to conduct examinations, during normal business hours, of the books and records maintained by Recipient with respect to the Payments received under this Agreement, which books and records shall be made available to City at a mutually agreeable location in Burnet County, Texas, upon at least thirty (30) days' notice to Recipient of City's inspection and audit.

## **ARTICLE 8 DEFAULT**

- 8.01 Recipient Default. City may terminate this Agreement by furnishing written notice to Recipient if at any time during the term of this Agreement Recipient materially fails to perform any of its obligations hereunder and such failure to perform such covenant continues for thirty (30) days after written notice given by City to Recipient.

## **ARTICLE 9 LIABILITY OF RECIPIENT AND CITY**

- 9.01 No Liability of City Personnel. Recipient agrees that no provision of this Agreement is intended to or shall be interpreted to negate or diminish any statutory or common law rights the City may have to immunity under the laws of the State of Texas. Further, Recipient agrees that under no circumstances shall any officer or employee of City be personally liable for any of the obligations of City under this Agreement.

- 9.02 **INDEMNIFICATION. RECIPIENT AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS CITY, ITS AGENTS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AND AFFILIATES, OF AND FROM ANY AND ALL PRESENT OR FUTURE CLAIMS, DEMANDS OR CAUSES OF ACTION THAT MAY ACCRUE ON ACCOUNT OF, OR IN ANY WAY ARISING OUT OF, RECIPIENT'S WRONGFUL ACTS AND/OR OMISSIONS UNDER THIS AGREEMENT AND/OR RECIPIENT'S MISUSE OF PUBLIC REVENUES AND/OR THE MISMANAGEMENT OF SUCH REVENUES.**
- 9.03 Reimbursement of Funds. If this Agreement or the use of Payments under this Agreement is deemed to be impermissible by a court having jurisdiction over the Parties and subject matter, then Recipient agrees to pay back to the City any Payments made by the City that were adjudicated to have been impermissibly paid by City to Recipient or misspent by Recipient.
- 9.04 City's Liability Limitations. Should City fail to timely, fully and completely comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement, such failures shall be an Act of Default by City and City shall have sixty (60) days to cure and remove the Default upon receipt of written notice to do so from Recipient. Further, Recipient specifically agrees that City's liability under this Agreement shall in no event exceed the Total Value Amount, less any Payments received by Recipient; and City shall not be liable to Recipient for any other actual, incidental or consequential damages, direct or indirect, or interest for any Act of Default by City under the terms of this Agreement.
- 9.05 Attorney's Fees. Neither Party shall be liable to the other for any Attorney's Fees or costs incurred in the enforcement of this Agreement; except the City shall be entitled to recover reasonable and necessary attorney's fees, expert witness fees and court costs, incurred to recover Payments made under this Agreement that were adjudicated by a court of competent jurisdiction to have been impermissibly paid by City to Recipient or misspent by Recipient.

## **ARTICLE 10 NOTICE**

- 10.01 Notice. Any notice provided for in or permitted under this Agreement shall be made in writing and may be given or served by: (i) delivering the same in person to the Party to be notified, (ii) depositing the same in the United States mail, postage prepaid, registered or certified with return receipt requested, and addressed to the Party to be notified at the address herein specified, or (iii) delivery by private courier with proof of delivery required. If notice is deposited in the United States mail pursuant to (ii) of this Article, it will be effective from and after the date of receipt or delivery thereof if refused. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purpose of notice, the address of the parties shall be, until changed as hereinafter provided for, as follows:



If to City: City of Burnet  
Attention: City Manager  
PO Box 1369  
1001 Buchanan Street, Suite 4  
Burnet, Texas 78611

If to Recipient: Hill County Children's Advocacy Center  
1001 N. Hill Street  
Burnet, Texas 78611

The Parties shall have the right, at any time, to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other Party. Each Party shall have the right from time to time to specify additional parties to whom notice hereunder must be given by delivering to the other Party fifteen (15) days' written notice thereof setting forth the address of such additional party or parties; provided, however, that neither Party shall have the right to designate more than two (2) such additional parties. Notice required to be delivered hereunder to either Party shall not be deemed to be effective until the additional parties, if any, designated by such Party have been given notice in a manner deemed effective pursuant to the terms of this Article.

## **ARTICLE 11 RELATIONSHIP**

Recipient shall at all times be the independent contractor of City and not the employee or agent of City, with respect to the matters provided for herein. Recipient shall have no right or power to contract with third parties for, on behalf of, or in the name of City or to otherwise bind or obligate the City.

## **ARTICLE 12 ASSIGNMENT**

12.01 Binding Effect. This Agreement shall be binding upon and inure to the benefit of Parties and their respective heirs, representatives, successors and permitted assigns.

12.02 Assignment by Recipient. Recipient shall not have the right to assign its rights hereunder without the expressed prior written consent of City

## **ARTICLE 13 MISCELLANEOUS**

- 13.01 Amendments. This Agreement may be amended only by a written instrument so stating which is executed by the Parties hereto.
- 13.02 Authority. The person executing this Agreement on behalf of Recipient and City each represents that he/she has the power and authority to do so and to bind his/her principal to the terms of this Agreement.
- 13.03 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same agreement.
- 13.04 Exhibits. Intentionally deleted.
- 13.05 Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- 13.06 Governing Law and Venue. This Agreement shall be construed, interpreted and applied in accordance with and shall be governed by, the laws applicable to the State of Texas. Venue for any disputes arising under this Agreement shall be in Burnet County, Texas.
- 13.07 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- 13.08 Severability. If any provision of this Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby, but shall be enforced to the greatest extent permitted by law.
- 13.09 Waivers. No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof or of any breach of any other provision hereof.

***Remainder of this page intentionally left blank. Signatures follow on the next page.***

**THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1<sup>st</sup> DAY OF OCTOBER, 2020.**

**RECIPIENT:**

Hill County Children's Advocacy Center  
A not for profit organization

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY:**

**CITY OF BURNET, TEXAS,**  
A Texas home-rule municipality

By: \_\_\_\_\_  
Crista Goble Bromley, Mayor

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Kelly Dix, City Secretary

STATE OF TEXAS §

COUNTY OF BURNET §

### **NON-PROFIT ORGANIZATION FUNDING AGREEMENT**

This Agreement (the "Agreement") is entered into by and between the Boys and Girls Club of the Highlands Lakes ("Recipient"), and the City of Burnet, a Texas home rule municipal corporation ("City"). Recipient and City are jointly referred to herein as the "parties" and individually as a "party."

#### **RECITALS:**

**Whereas**, City has made it a priority to provide the youth in the in the community with opportunities to become good citizens and lead healthy, productive lives (hereinafter "Public Services") to benefit the public health safety and welfare; and

**Whereas**, Recipient, is a Texas non-profit organization whose mission includes providing such Public Services; and

**Whereas**, City's Council deems it appropriate to provide a grant of funds to Recipient to defray some of the costs in Recipient's delivery of services to members of the community; and

**Whereas**, City's Council approved this Agreement at October 13, 2020, regularly scheduled meeting.

#### **AGREEMENT:**

**NOW, THEREFORE**, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Recipient agree as follows:

#### **ARTICLE 1 RECITALS**

1.01 Recitals incorporated. The foregoing recitals are hereby incorporated herein for all purposes.

#### **ARTICLE 2 TERM**

2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2021.

#### **ARTICLE 3**

## **TERMS AND CONDITIONS**

- 3.01 Public Services. Recipient, agrees to provide the Public Services described as follows: a safe space where young people in the community have the freedom to focus on reaching their full potential by exploring innovative programs designed to empower youth to excel in school, become good citizens and lead healthy, productive lives; and, by providing caring guidance and support in order to help them grow into confident, capable adults.
- 3.01.01 Special Conditions: Intentionally Blank.
- 3.02 City's Contribution. In consideration for the public services provided by Recipient, City agrees to cover all monthly costs related to the provision of City of Burnet Utility water, wastewater, electric and garbage service to the Boys and Girls Club – Highland Lakes located at 709 Northington Street, Burnet, Texas, in an amount, not to exceed, \$8,500.00 ("Total Value Amount").
- 3.03 Payments. Intentionally blank.
- 3.04 Covenant. Recipient covenants and agrees that in providing the Public Services it shall not discriminate based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity.

## **ARTICLE 4 REPORTS**

- 4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2021.
- 4.02 Report content. Reports shall provide information on the project including total revenues, total expenses, and information regarding the impact of the Public Services, including the number of City of Burnet Citizens directly benefiting from the Program. Reports shall be in a form acceptable to the City Manager.

## **ARTICLE 5 DUTY TO CITY**

- 5.01 Recipient's Duty to City. Recipient acknowledges that, pursuant to the terms of this Agreement, it has a fiduciary duty to the City with respect to its handling and use of the Payments provided under this Agreement.

## **ARTICLE 6 RECORDS**

- 6.01 Records. Recipient shall maintain (or cause to be maintained) current and complete books and records reflecting expenditures of the Payments received under this Agreement. In the event a litigant in a judicial proceeding or an authorized state agency, challenges any aspect of the City's Payment to Recipient under this Agreement Recipient shall make such book and records available to the City or the court, or such other state agency for inspection during normal business hours upon reasonable advance notice. All such records to the extent considered public records which fall within the provisions of the Texas Government Code, Section 572.001, *et seq.*, may be subject to disclosure and Recipient shall cooperate fully with City in timely producing all such records in response to any public request for same.

## **ARTICLE 7 AUDIT**

- 7.01 In the event a litigant in a judicial proceeding, or authorized state agency, challenges any aspect of the City's payments this Agreement City reserves the right for City's internal audit department personnel, or an independent certified public accounting firm selected by City, to conduct examinations, during normal business hours, of the books and records maintained by Recipient with respect to the Payments received under this Agreement, which books and records shall be made available to City at a mutually agreeable location in Burnet County, Texas, upon at least thirty (30) days' notice to Recipient of City's inspection and audit.

## **ARTICLE 8 DEFAULT**

- 8.01 Recipient Default. City may terminate this Agreement by furnishing written notice to Recipient if at any time during the term of this Agreement Recipient materially fails to perform any of its obligations hereunder and such failure to perform such covenant continues for thirty (30) days after written notice given by City to Recipient.

## **ARTICLE 9 LIABILITY OF RECIPIENT AND CITY**

- 9.01 No Liability of City Personnel. Recipient agrees that no provision of this Agreement is intended to or shall be interpreted to negate or diminish any statutory or common law rights the City may have to immunity under the laws of the State of Texas. Further, Recipient agrees that under no circumstances shall any officer or employee of City be personally liable for any of the obligations of City under this Agreement.
- 9.02 **INDEMNIFICATION. RECIPIENT AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS CITY, ITS AGENTS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AND AFFILIATES, OF AND FROM ANY AND ALL PRESENT OR**



**FUTURE CLAIMS, DEMANDS OR CAUSES OF ACTION THAT MAY ACCRUE ON ACCOUNT OF, OR IN ANY WAY ARISING OUT OF, RECIPIENT'S WRONGFUL ACTS AND/OR OMISSIONS UNDER THIS AGREEMENT AND/OR RECIPIENT'S MISUSE OF PUBLIC REVENUES AND/OR THE MISMANAGEMENT OF SUCH REVENUES.**

- 9.03 Reimbursement of Funds. If this Agreement or the use of Payments under this Agreement is deemed to be impermissible by a court having jurisdiction over the Parties and subject matter, then Recipient agrees to pay back to the City any Payments made by the City that were adjudicated to have been impermissibly paid by City to Recipient or misspent by Recipient.
- 9.04 City's Liability Limitations. Should City fail to timely, fully and completely comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement, such failures shall be an Act of Default by City and City shall have sixty (60) days to cure and remove the Default upon receipt of written notice to do so from Recipient. Further, Recipient specifically agrees that City's liability under this Agreement shall in no event exceed the Total Value Amount, less any Payments received by Recipient; and City shall not be liable to Recipient for any other actual, incidental or consequential damages, direct or indirect, or interest for any Act of Default by City under the terms of this Agreement.
- 9.05 Attorney's Fees. Neither Party shall be liable to the other for any Attorney's Fees or costs incurred in the enforcement of this Agreement; except the City shall be entitled to recover reasonable and necessary attorney's fees, expert witness fees and court costs, incurred to recover Payments made under this Agreement that were adjudicated by a court of competent jurisdiction to have been impermissibly paid by City to Recipient or misspent by Recipient.

**ARTICLE 10  
NOTICE**

- 10.01 Notice. Any notice provided for in or permitted under this Agreement shall be made in writing and may be given or served by: (i) delivering the same in person to the Party to be notified, (ii) depositing the same in the United States mail, postage prepaid, registered or certified with return receipt requested, and addressed to the Party to be notified at the address herein specified, or (iii) delivery by private courier with proof of delivery required. If notice is deposited in the United States mail pursuant to (ii) of this Article, it will be effective from and after the date of receipt or delivery thereof if refused. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purpose of notice, the address of the parties shall be, until changed as hereinafter provided for, as follows:

If to City:                      City of Burnet  
   Attention: City Manager

PO Box 1369  
1001 Buchanan Street, Suite 4  
Burnet, Texas 78611

If to Recipient: Boys and Girls Club of the Highlands Lakes  
709 Northington Street  
Burnet, Texas 78611

The Parties shall have the right, at any time, to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other Party. Each Party shall have the right from time to time to specify additional parties to whom notice hereunder must be given by delivering to the other Party fifteen (15) days' written notice thereof setting forth the address of such additional party or parties; provided, however, that neither Party shall have the right to designate more than two (2) such additional parties. Notice required to be delivered hereunder to either Party shall not be deemed to be effective until the additional parties, if any, designated by such Party have been given notice in a manner deemed effective pursuant to the terms of this Article.

#### **ARTICLE 11 RELATIONSHIP**

Recipient shall, at all times, be the independent contractor of City and not the employee or agent of City, with respect to the matters provided for herein. Recipient shall have no right or power to contract with third parties for, on behalf of, or in the name of City or to otherwise bind or obligate the City.

#### **ARTICLE 12 ASSIGNMENT**

- 12.01 Binding Effect. This Agreement shall be binding upon and inure to the benefit of Parties and their respective heirs, representatives, successors and permitted assigns.
- 12.02 Assignment by Recipient. Recipient shall not have the right to assign its rights hereunder without the expressed prior written consent of City

#### **ARTICLE 13 MISCELLANEOUS**

- 13.01 Amendments. This Agreement may be amended only by a written instrument so stating which is executed by the Parties hereto.

- 13.02 Authority. The person executing this Agreement on behalf of Recipient and City each represents that he/she has the power and authority to do so and to bind his/her principal to the terms of this Agreement.
- 13.03 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same agreement.
- 13.04 Exhibits. Intentionally deleted.
- 13.05 Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- 13.06 Governing Law and Venue. This Agreement shall be construed, interpreted and applied in accordance with and shall be governed by, the laws applicable to the State of Texas. Venue for any disputes arising under this Agreement shall be in Burnet County, Texas.
- 13.07 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- 13.08 Severability. If any provision of this Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby, but shall be enforced to the greatest extent permitted by law.
- 13.09 Waivers. No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof or of any breach of any other provision hereof.

***Remainder of this page intentionally left blank. Signatures follow on the next page.***

**THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1<sup>st</sup> DAY OF OCTOBER, 2020.**

INSERT NAME

**RECIPIENT:**

Boys and Girls Club of the Highlands Lakes  
A not for profit corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY:**

**CITY OF BURNET, TEXAS,**  
A Texas home-rule municipality

By: \_\_\_\_\_  
Crista Goble Bromley, Mayor

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Kelly Dix, City Secretary

**STATE OF TEXAS**

**§**

**COUNTY OF BURNET**

**§**

**NON-PROFIT ORGANIZATION FUNDING AGREEMENT**

This Agreement (the "Agreement") is entered into by and between Lakes Area Care, Inc.(LACare) ("Recipient"), and the City of Burnet, a Texas home rule municipal corporation ("City"). Recipient and City are jointly referred to herein as the "parties" and individually as a "party."

**RECITALS:**

**Whereas**, City supports a real and lasting impact in the fight against hunger by supporting the local foodbank that provides nutrition to families in need (hereinafter "Public Services") to benefit public health, safety and welfare; and

**Whereas**, Recipient, is a Texas non-profit organization whose mission includes providing such Public Services; and

**Whereas**, City's Council deems it appropriate to provide a grant of funds to Recipient to defray some of the costs in Recipient's delivery of services to members of the community; and

**Whereas**, City's Council approved this Agreement at October 13, 2020, regularly scheduled meeting.

**AGREEMENT:**

**NOW, THEREFORE**, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Recipient agree as follows:

**ARTICLE 1  
RECITALS**

1.01 Recitals incorporated. The foregoing recitals are hereby incorporated herein for all purposes.

**ARTICLE 2  
TERM**

2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2021.

**ARTICLE 3  
TERMS AND CONDITIONS**

3.01 Public Services. Recipient, agrees to provide the Public Services described as follows: by providing a real and lasting impact in the fight against hunger in the City of Burnet by providing food and proper nutrition to families and individuals in need through the LACare foodbank.

3.01.01 Special Conditions: Intentionally Blank.

3.02 City's Contribution. In consideration for the public services provided by Recipient, City agrees to cover all monthly costs related to the provision of City of Burnet Utility water, wastewater, electric and garbage service to LACare located at 507 W. Buchanan Drive, Burnet, Texas, in an amount, not to exceed, \$5,000.00 ("Total Value Amount").

3.03 Payments. Intentionally blank.

3.04 Covenant. Recipient covenants and agrees that in providing the Public Services it shall not discriminate based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity.

#### **ARTICLE 4 REPORTS**

4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2021.

4.02 Report content. Reports shall provide information on the project including total revenues, total expenses, and information regarding the impact of the Public Services, including the number of City of Burnet Citizens directly benefiting from the Program. Reports shall be in a form acceptable to the City Manager.

#### **ARTICLE 5 DUTY TO CITY**

5.01 Recipient's Duty to City. Recipient acknowledges that, pursuant to the terms of this Agreement, it has a fiduciary duty to the City with respect to its handling and use of the Payments provided under this Agreement.

#### **ARTICLE 6 RECORDS**

6.01 Records. Recipient shall maintain (or cause to be maintained) current and complete books and records reflecting expenditures of the Payments received under this Agreement. In the event a litigant in a judicial proceeding or an



authorized state agency, challenges any aspect of the City's Payment to Recipient under this Agreement Recipient shall make such book and records available to the City or the court, or such other state agency for inspection during normal business hours upon reasonable advance notice. All such records to the extent considered public records which fall within the provisions of the Texas Government Code, Section 572.001, *et seq.*, may be subject to disclosure and Recipient shall cooperate fully with City in timely producing all such records in response to any public request for same.

## **ARTICLE 7 AUDIT**

- 7.01 In the event a litigant in a judicial proceeding, or authorized state agency, challenges any aspect of the City's payments this Agreement City reserves the right for City's internal audit department personnel, or an independent certified public accounting firm selected by City, to conduct examinations, during normal business hours, of the books and records maintained by Recipient with respect to the Payments received under this Agreement, which books and records shall be made available to City at a mutually agreeable location in Burnet County, Texas, upon at least thirty (30) days' notice to Recipient of City's inspection and audit.

## **ARTICLE 8 DEFAULT**

- 8.01 Recipient Default. City may terminate this Agreement by furnishing written notice to Recipient if at any time during the term of this Agreement Recipient materially fails to perform any of its obligations hereunder and such failure to perform such covenant continues for thirty (30) days after written notice given by City to Recipient.

## **ARTICLE 9 LIABILITY OF RECIPIENT AND CITY**

- 9.01 No Liability of City Personnel. Recipient agrees that no provision of this Agreement is intended to or shall be interpreted to negate or diminish any statutory or common law rights the City may have to immunity under the laws of the State of Texas. Further, Recipient agrees that under no circumstances shall any officer or employee of City be personally liable for any of the obligations of City under this Agreement.
- 9.02 **INDEMNIFICATION. RECIPIENT AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS CITY, ITS AGENTS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AND AFFILIATES, OF AND FROM ANY AND ALL PRESENT OR FUTURE CLAIMS, DEMANDS OR CAUSES OF ACTION THAT MAY ACCRUE ON ACCOUNT OF, OR IN ANY WAY ARISING OUT OF, RECIPIENT'S WRONGFUL ACTS AND/OR OMISSIONS UNDER THIS AGREEMENT AND/OR**

## **RECIPIENT'S MISUSE OF PUBLIC REVENUES AND/OR THE MISMANAGEMENT OF SUCH REVENUES.**

- 9.03 Reimbursement of Funds. If this Agreement or the use of Payments under this Agreement is deemed to be impermissible by a court having jurisdiction over the Parties and subject matter, then Recipient agrees to pay back to the City any Payments made by the City that were adjudicated to have been impermissibly paid by City to Recipient or misspent by Recipient.
- 9.04 City's Liability Limitations. Should City fail to timely, fully and completely comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement, such failures shall be an Act of Default by City and City shall have sixty (60) days to cure and remove the Default upon receipt of written notice to do so from Recipient. Further, Recipient specifically agrees that City's liability under this Agreement shall in no event exceed the Total Value Amount, less any Payments received by Recipient; and City shall not be liable to Recipient for any other actual, incidental or consequential damages, direct or indirect, or interest for any Act of Default by City under the terms of this Agreement.
- 9.05 Attorney's Fees. Neither Party shall be liable to the other for any Attorney's Fees or costs incurred in the enforcement of this Agreement; except the City shall be entitled to recover reasonable and necessary attorney's fees, expert witness fees and court costs, incurred to recover Payments made under this Agreement that were adjudicated by a court of competent jurisdiction to have been impermissibly paid by City to Recipient or misspent by Recipient.

## **ARTICLE 10 NOTICE**

- 10.01 Notice. Any notice provided for in or permitted under this Agreement shall be made in writing and may be given or served by: (i) delivering the same in person to the Party to be notified, (ii) depositing the same in the United States mail, postage prepaid, registered or certified with return receipt requested, and addressed to the Party to be notified at the address herein specified, or (iii) delivery by private courier with proof of delivery required. If notice is deposited in the United States mail pursuant to (ii) of this Article, it will be effective from and after the date of receipt or delivery thereof if refused. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purpose of notice, the address of the parties shall be, until changed as hereinafter provided for, as follows:

If to City:                      City of Burnet  
   Attention: City Manager  
   PO Box 1369  
   1001 Buchanan Street, Suite 4  
   Burnet, Texas 78611

If to Recipient: Lakes Area Care, Inc.  
LACare  
P.O. Box 1115  
507 W. Buchanan Drive  
Burnet, TX 78611

The Parties shall have the right, at any time, to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other Party. Each Party shall have the right from time to time to specify additional parties to whom notice hereunder must be given by delivering to the other Party fifteen (15) days' written notice thereof setting forth the address of such additional party or parties; provided, however, that neither Party shall have the right to designate more than two (2) such additional parties. Notice required to be delivered hereunder to either Party shall not be deemed to be effective until the additional parties, if any, designated by such Party have been given notice in a manner deemed effective pursuant to the terms of this Article.

## **ARTICLE 11 RELATIONSHIP**

Recipient shall at all times be the independent contractor of City and not the employee or agent of City, with respect to the matters provided for herein. Recipient shall have no right or power to contract with third parties for, on behalf of, or in the name of City or to otherwise bind or obligate the City.

## **ARTICLE 12 ASSIGNMENT**

12.01 Binding Effect. This Agreement shall be binding upon and inure to the benefit of Parties and their respective heirs, representatives, successors and permitted assigns.

12.02 Assignment by Recipient. Recipient shall not have the right to assign its rights hereunder without the expressed prior written consent of City

## **ARTICLE 13 MISCELLANEOUS**

13.01 Amendments. This Agreement may be amended only by a written instrument so stating which is executed by the Parties hereto.

- 13.02 Authority. The person executing this Agreement on behalf of Recipient and City each represents that he/she has the power and authority to do so and to bind his/her principal to the terms of this Agreement.
- 13.03 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same agreement.
- 13.04 Exhibits. Intentionally deleted.
- 13.05 Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- 13.06 Governing Law and Venue. This Agreement shall be construed, interpreted and applied in accordance with and shall be governed by, the laws applicable to the State of Texas. Venue for any disputes arising under this Agreement shall be in Burnet County, Texas.
- 13.07 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- 13.08 Severability. If any provision of this Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby, but shall be enforced to the greatest extent permitted by law.
- 13.09 Waivers. No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof or of any breach of any other provision hereof.

***Remainder of this page intentionally left blank. Signatures follow on the next page.***

**THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1<sup>st</sup> DAY OF OCTOBER, 2020.**

**RECIPIENT:**

Lakes Area Care, Inc.  
A not for profit organization

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY:**

**CITY OF BURNET, TEXAS,**  
A Texas home-rule municipality

By: \_\_\_\_\_  
Crista Goble Bromley, Mayor

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Kelly Dix, City Secretary

STATE OF TEXAS

§

COUNTY OF BURNET

§

### **NON-PROFIT ORGANIZATION FUNDING AGREEMENT**

This Agreement (the "Agreement") is entered into by and between Hill Country Community Foundation ("Recipient"), and the City of Burnet, a Texas home rule municipal corporation ("City"). Recipient and City are jointly referred to herein as the "parties" and individually as a "party."

#### **RECITALS:**

**Whereas**, City has made it a priority to serve the children of the community by supporting educational scholarship opportunities (hereinafter "Public Services") to benefit the public health safety and welfare; and

**Whereas**, Recipient, is a Texas non-profit organization whose mission includes providing such Public Services; and

**Whereas**, City's Council deems it appropriate to provide a grant of funds to Recipient to defray some of the costs in Recipient's delivery of services to members of the community; and

**Whereas**, City's Council approved this Agreement at October 13, 2020, regularly scheduled meeting.

#### **AGREEMENT:**

**NOW, THEREFORE**, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Recipient agree as follows:

#### **ARTICLE 1 RECITALS**

1.01 Recitals incorporated. The foregoing recitals are hereby incorporated herein for all purposes.

#### **ARTICLE 2 TERM**

2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2021.

#### **ARTICLE 3 TERMS AND CONDITIONS**

3.01 Public Services. Recipient, agrees to provide the Public Services described as follows: Investing in the young people of Burnet Consolidated Independent School District by awarding scholarships.

3.01.01 Special Conditions: Intentionally Blank.

3.02 City's Contribution. In consideration for the public services provided by Recipient, City agrees to cover all monthly costs related to the provision of City of Burnet Utility water, wastewater, electric and garbage service to the Hill Country Community Foundation located at 400 East Jackson Street, Burnet, Texas, in an amount, not to exceed, \$4,000.00 ("Total Value Amount").

3.03 Payments. Intentionally blank.

3.04 Covenant. Recipient covenants and agrees that in providing the Public Services it shall not discriminate based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity.

#### **ARTICLE 4 REPORTS**

4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2021.

4.02 Report content. Reports shall provide information on the project including total revenues, total expenses, and information regarding the impact of the Public Services, including the number of City of Burnet Citizens directly benefiting from the Program. Reports shall be in a form acceptable to the City Manager.

#### **ARTICLE 5 DUTY TO CITY**

5.01 Recipient's Duty to City. Recipient acknowledges that, pursuant to the terms of this Agreement, it has a fiduciary duty to the City with respect to its handling and use of the Payments provided under this Agreement.

#### **ARTICLE 6 RECORDS**

6.01 Records. Recipient shall maintain (or cause to be maintained) current and complete books and records reflecting expenditures of the Payments received under this Agreement. In the event a litigant in a judicial proceeding or an authorized state agency, challenges any aspect of the City's Payment to Recipient



under this Agreement Recipient shall make such book and records available to the City or the court, or such other state agency for inspection during normal business hours upon reasonable advance notice. All such records to the extent considered public records which fall within the provisions of the Texas Government Code, Section 572.001, *et seq.*, may be subject to disclosure and Recipient shall cooperate fully with City in timely producing all such records in response to any public request for same.

## **ARTICLE 7 AUDIT**

- 7.01 In the event a litigant in a judicial proceeding, or authorized state agency, challenges any aspect of the City's payments this Agreement City reserves the right for City's internal audit department personnel, or an independent certified public accounting firm selected by City, to conduct examinations, during normal business hours, of the books and records maintained by Recipient with respect to the Payments received under this Agreement, which books and records shall be made available to City at a mutually agreeable location in Burnet County, Texas, upon at least thirty (30) days' notice to Recipient of City's inspection and audit.

## **ARTICLE 8 DEFAULT**

- 8.01 Recipient Default. City may terminate this Agreement by furnishing written notice to Recipient if at any time during the term of this Agreement Recipient materially fails to perform any of its obligations hereunder and such failure to perform such covenant continues for thirty (30) days after written notice given by City to Recipient.

## **ARTICLE 9 LIABILITY OF RECIPIENT AND CITY**

- 9.01 No Liability of City Personnel. Recipient agrees that no provision of this Agreement is intended to or shall be interpreted to negate or diminish any statutory or common law rights the City may have to immunity under the laws of the State of Texas. Further, Recipient agrees that under no circumstances shall any officer or employee of City be personally liable for any of the obligations of City under this Agreement.
- 9.02 **INDEMNIFICATION. RECIPIENT AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS CITY, ITS AGENTS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AND AFFILIATES, OF AND FROM ANY AND ALL PRESENT OR FUTURE CLAIMS, DEMANDS OR CAUSES OF ACTION THAT MAY ACCRUE ON ACCOUNT OF, OR IN ANY WAY ARISING OUT OF, RECIPIENT'S WRONGFUL ACTS AND/OR OMISSIONS UNDER THIS AGREEMENT AND/OR**

## **RECIPIENT'S MISUSE OF PUBLIC REVENUES AND/OR THE MISMANAGEMENT OF SUCH REVENUES.**

- 9.03 Reimbursement of Funds. If this Agreement or the use of Payments under this Agreement is deemed to be impermissible by a court having jurisdiction over the Parties and subject matter, then Recipient agrees to pay back to the City any Payments made by the City that were adjudicated to have been impermissibly paid by City to Recipient or misspent by Recipient.
- 9.04 City's Liability Limitations. Should City fail to timely, fully and completely comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement, such failures shall be an Act of Default by City and City shall have sixty (60) days to cure and remove the Default upon receipt of written notice to do so from Recipient. Further, Recipient specifically agrees that City's liability under this Agreement shall in no event exceed the Total Value Amount, less any Payments received by Recipient; and City shall not be liable to Recipient for any other actual, incidental or consequential damages, direct or indirect, or interest for any Act of Default by City under the terms of this Agreement.
- 9.05 Attorney's Fees. Neither Party shall be liable to the other for any Attorney's Fees or costs incurred in the enforcement of this Agreement; except the City shall be entitled to recover reasonable and necessary attorney's fees, expert witness fees and court costs, incurred to recover Payments made under this Agreement that were adjudicated by a court of competent jurisdiction to have been impermissibly paid by City to Recipient or misspent by Recipient.

## **ARTICLE 10 NOTICE**

- 10.01 Notice. Any notice provided for in or permitted under this Agreement shall be made in writing and may be given or served by: (i) delivering the same in person to the Party to be notified, (ii) depositing the same in the United States mail, postage prepaid, registered or certified with return receipt requested, and addressed to the Party to be notified at the address herein specified, or (iii) delivery by private courier with proof of delivery required. If notice is deposited in the United States mail pursuant to (ii) of this Article, it will be effective from and after the date of receipt or delivery thereof if refused. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purpose of notice, the address of the parties shall be, until changed as hereinafter provided for, as follows:

If to City:                      City of Burnet  
   Attention: City Manager  
   PO Box 1369  
   1001 Buchanan Street, Suite 4  
   Burnet, Texas 78611

If to Recipient: Hill Country Community Foundation  
P.O. Box 848  
Burnet, TX 78611

The Parties shall have the right, at any time, to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other Party. Each Party shall have the right from time to time to specify additional parties to whom notice hereunder must be given by delivering to the other Party fifteen (15) days' written notice thereof setting forth the address of such additional party or parties; provided, however, that neither Party shall have the right to designate more than two (2) such additional parties. Notice required to be delivered hereunder to either Party shall not be deemed to be effective until the additional parties, if any, designated by such Party have been given notice in a manner deemed effective pursuant to the terms of this Article.

## **ARTICLE 11 RELATIONSHIP**

Recipient shall at all times be the independent contractor of City and not the employee or agent of City, with respect to the matters provided for herein. Recipient shall have no right or power to contract with third parties for, on behalf of, or in the name of City or to otherwise bind or obligate the City.

## **ARTICLE 12 ASSIGNMENT**

- 12.01 Binding Effect. This Agreement shall be binding upon and inure to the benefit of Parties and their respective heirs, representatives, successors and permitted assigns.
- 12.02 Assignment by Recipient. Recipient shall not have the right to assign its rights hereunder without the expressed prior written consent of City

## **ARTICLE 13 MISCELLANEOUS**

- 13.01 Amendments. This Agreement may be amended only by a written instrument so stating which is executed by the Parties hereto.

- 13.02 Authority. The person executing this Agreement on behalf of Recipient and City each represents that he/she has the power and authority to do so and to bind his/her principal to the terms of this Agreement.
- 13.03 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same agreement.
- 13.04 Exhibits. Intentionally deleted.
- 13.05 Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- 13.06 Governing Law and Venue. This Agreement shall be construed, interpreted and applied in accordance with and shall be governed by, the laws applicable to the State of Texas. Venue for any disputes arising under this Agreement shall be in Burnet County, Texas.
- 13.07 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- 13.08 Severability. If any provision of this Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby, but shall be enforced to the greatest extent permitted by law.
- 13.09 Waivers. No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof or of any breach of any other provision hereof.

***Remainder of this page intentionally left blank. Signatures follow on the next page.***

**THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1<sup>st</sup> DAY OF OCTOBER, 2020.**

**RECIPIENT:**

Hill Country Community Foundation  
A not for profit organization

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY:**

**CITY OF BURNET, TEXAS,**  
A Texas home-rule municipality

By: \_\_\_\_\_  
Crista Goble Bromley, Mayor

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Kelly Dix, City Secretary

STATE OF TEXAS

§

COUNTY OF BURNET

§

### **NON-PROFIT ORGANIZATION FUNDING AGREEMENT**

This Agreement (the "Agreement") is entered into by and between the Burnet County Child Welfare Board ("Recipient"), and the City of Burnet, a Texas home rule municipal corporation ("City"). Recipient and City are jointly referred to herein as the "parties" and individually as a "party."

#### **RECITALS:**

**Whereas**, City has made it a priority work to provide the tangible needs of children receiving Child Protective Services due abuse or neglect (hereinafter "Public Services") to benefit the public health safety and welfare; and

**Whereas**, Recipient, is a Texas non-profit organization whose mission includes providing such Public Services; and

**Whereas**, City's Council deems it appropriate to provide a grant of funds to Recipient to defray some of the costs in Recipient's delivery of services to members of the community; and

**Whereas**, City's Council approved this Agreement at October 13, 2020, regularly scheduled meeting.

#### **AGREEMENT:**

**NOW, THEREFORE**, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Recipient agree as follows:

#### **ARTICLE 1 RECITALS**

1.01 Recitals incorporated. The foregoing recitals are hereby incorporated herein for all purposes.

#### **ARTICLE 2 TERM**

2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2021.

#### **ARTICLE 3 TERMS AND CONDITIONS**

3.01 Public Services. Recipient, agrees to provide the Public Services described as follows: provide children and families a stable path to justice and healing through efficient, coordinated, and trauma-informed services in the aftermath of abuse or violent crime

3.01.01 Special Conditions: Intentionally Blank.

3.02 City's Contribution. In consideration for the public services provided by recipient, City agrees to provide program funding assistance in the amount of \$5,000.00. The \$5,000.00 is the "Total Value Amount" of the City's obligation under this Agreement.

3.03 Payments. Intentionally blank.

3.04 Covenant. Recipient covenants and agrees that in providing the Public Services it shall not discriminate based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity.

#### **ARTICLE 4 REPORTS**

4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2021.

4.02 Report content. Reports shall provide information on the project including total revenues, total expenses, and information regarding the impact of the Public Services, including the number of City of Burnet Citizens directly benefiting from the Program. Reports shall be in a form acceptable to the City Manager.

#### **ARTICLE 5 DUTY TO CITY**

5.01 Recipient's Duty to City. Recipient acknowledges that, pursuant to the terms of this Agreement, it has a fiduciary duty to the City with respect to its handling and use of the Payments provided under this Agreement.

#### **ARTICLE 6 RECORDS**

6.01 Records. Recipient shall maintain (or cause to be maintained) current and complete books and records reflecting expenditures of the Payments received under this Agreement. In the event a litigant in a judicial proceeding or an authorized state agency, challenges any aspect of the City's Payment to Recipient under this Agreement Recipient shall make such book and records available to the



City or the court, or such other state agency for inspection during normal business hours upon reasonable advance notice. All such records to the extent considered public records which fall within the provisions of the Texas Government Code, Section 572.001, *et seq.*, may be subject to disclosure and Recipient shall cooperate fully with City in timely producing all such records in response to any public request for same.

## **ARTICLE 7 AUDIT**

- 7.01 In the event a litigant in a judicial proceeding, or authorized state agency, challenges any aspect of the City's payments this Agreement City reserves the right for City's internal audit department personnel, or an independent certified public accounting firm selected by City, to conduct examinations, during normal business hours, of the books and records maintained by Recipient with respect to the Payments received under this Agreement, which books and records shall be made available to City at a mutually agreeable location in Burnet County, Texas, upon at least thirty (30) days' notice to Recipient of City's inspection and audit.

## **ARTICLE 8 DEFAULT**

- 8.01 Recipient Default. City may terminate this Agreement by furnishing written notice to Recipient if at any time during the term of this Agreement Recipient materially fails to perform any of its obligations hereunder and such failure to perform such covenant continues for thirty (30) days after written notice given by City to Recipient.

## **ARTICLE 9 LIABILITY OF RECIPIENT AND CITY**

- 9.01 No Liability of City Personnel. Recipient agrees that no provision of this Agreement is intended to or shall be interpreted to negate or diminish any statutory or common law rights the City may have to immunity under the laws of the State of Texas. Further, Recipient agrees that under no circumstances shall any officer or employee of City be personally liable for any of the obligations of City under this Agreement.
- 9.02 **INDEMNIFICATION. RECIPIENT AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS CITY, ITS AGENTS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AND AFFILIATES, OF AND FROM ANY AND ALL PRESENT OR FUTURE CLAIMS, DEMANDS OR CAUSES OF ACTION THAT MAY ACCRUE ON ACCOUNT OF, OR IN ANY WAY ARISING OUT OF, RECIPIENT'S WRONGFUL ACTS AND/OR OMISSIONS UNDER THIS AGREEMENT AND/OR RECIPIENT'S MISUSE OF PUBLIC REVENUES AND/OR THE MISMANAGEMENT OF SUCH REVENUES.**

- 9.03 Reimbursement of Funds. If this Agreement or the use of Payments under this Agreement is deemed to be impermissible by a court having jurisdiction over the Parties and subject matter, then Recipient agrees to pay back to the City any Payments made by the City that were adjudicated to have been impermissibly paid by City to Recipient or misspent by Recipient.
- 9.04 City's Liability Limitations. Should City fail to timely, fully and completely comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement, such failures shall be an Act of Default by City and City shall have sixty (60) days to cure and remove the Default upon receipt of written notice to do so from Recipient. Further, Recipient specifically agrees that City's liability under this Agreement shall in no event exceed the Total Value Amount, less any Payments received by Recipient; and City shall not be liable to Recipient for any other actual, incidental or consequential damages, direct or indirect, or interest for any Act of Default by City under the terms of this Agreement.
- 9.05 Attorney's Fees. Neither Party shall be liable to the other for any Attorney's Fees or costs incurred in the enforcement of this Agreement; except the City shall be entitled to recover reasonable and necessary attorney's fees, expert witness fees and court costs, incurred to recover Payments made under this Agreement that were adjudicated by a court of competent jurisdiction to have been impermissibly paid by City to Recipient or misspent by Recipient.

## **ARTICLE 10 NOTICE**

- 10.01 Notice. Any notice provided for in or permitted under this Agreement shall be made in writing and may be given or served by: (i) delivering the same in person to the Party to be notified, (ii) depositing the same in the United States mail, postage prepaid, registered or certified with return receipt requested, and addressed to the Party to be notified at the address herein specified, or (iii) delivery by private courier with proof of delivery required. If notice is deposited in the United States mail pursuant to (ii) of this Article, it will be effective from and after the date of receipt or delivery thereof if refused. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purpose of notice, the address of the parties shall be, until changed as hereinafter provided for, as follows:

If to City:                      City of Burnet  
   Attention: City Manager  
   PO Box 1369  
   1001 Buchanan Street, Suite 4  
   Burnet, Texas 78611

If to Recipient: Burnet County Child Welfare Board  
1104 Buchanan Drive, Suite 2  
Burnet, Texas 78611

The Parties shall have the right, at any time, to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other Party. Each Party shall have the right from time to time to specify additional parties to whom notice hereunder must be given by delivering to the other Party fifteen (15) days' written notice thereof setting forth the address of such additional party or parties; provided, however, that neither Party shall have the right to designate more than two (2) such additional parties. Notice required to be delivered hereunder to either Party shall not be deemed to be effective until the additional parties, if any, designated by such Party have been given notice in a manner deemed effective pursuant to the terms of this Article.

#### **ARTICLE 11 RELATIONSHIP**

Recipient shall at all times be the independent contractor of City and not the employee or agent of City, with respect to the matters provided for herein. Recipient shall have no right or power to contract with third parties for, on behalf of, or in the name of City or to otherwise bind or obligate the City.

#### **ARTICLE 12 ASSIGNMENT**

12.01 Binding Effect. This Agreement shall be binding upon and inure to the benefit of Parties and their respective heirs, representatives, successors and permitted assigns.

12.02 Assignment by Recipient. Recipient shall not have the right to assign its rights hereunder without the expressed prior written consent of City

#### **ARTICLE 13 MISCELLANEOUS**

13.01 Amendments. This Agreement may be amended only by a written instrument so stating which is executed by the Parties hereto.

13.02 Authority. The person executing this Agreement on behalf of Recipient and City each represents that he/she has the power and authority to do so and to bind his/her principal to the terms of this Agreement.

- 13.03 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same agreement.
- 13.04 Exhibits. Intentionally deleted.
- 13.05 Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- 13.06 Governing Law and Venue. This Agreement shall be construed, interpreted and applied in accordance with and shall be governed by, the laws applicable to the State of Texas. Venue for any disputes arising under this Agreement shall be in Burnet County, Texas.
- 13.07 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- 13.08 Severability. If any provision of this Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby, but shall be enforced to the greatest extent permitted by law.
- 13.09 Waivers. No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof or of any breach of any other provision hereof.

***Remainder of this page intentionally left blank. Signatures follow on the next page.***

**THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1<sup>st</sup> DAY OF OCTOBER, 2020.**

**RECIPIENT:**

Burnet County Child Welfare Board  
A not for profit organization

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY:**

**CITY OF BURNET, TEXAS,**  
A Texas home-rule municipality

By: \_\_\_\_\_  
Crista Goble Bromley, Mayor

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Kelly Dix, City Secretary

STATE OF TEXAS

§

COUNTY OF BURNET

§

### **NON-PROFIT ORGANIZATION FUNDING AGREEMENT**

This Agreement (the "Agreement") is entered into by and between the Hill Country 100 Club ("Recipient"), and the City of Burnet, a Texas home rule municipal corporation ("City"). Recipient and City are jointly referred to herein as the "parties" and individually as a "party."

#### **RECITALS:**

**Whereas**, City has made it a priority work to provide support to agencies that support families of first responders killed or injured in the line of duty (hereinafter "Public Services") to benefit the public health safety and welfare; and

**Whereas**, Recipient, is a Texas non-profit organization whose mission includes providing such Public Services; and

**Whereas**, City's Council deems it appropriate to provide a grant of funds to Recipient to defray some of the costs in Recipient's delivery of services to members of the community; and

**Whereas**, City's Council approved this Agreement at October 13, 2020, regularly scheduled meeting.

#### **AGREEMENT:**

**NOW, THEREFORE**, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Recipient agree as follows:

#### **ARTICLE 1 RECITALS**

1.01 Recitals incorporated. The foregoing recitals are hereby incorporated herein for all purposes.

#### **ARTICLE 2 TERM**

2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2021.

#### **ARTICLE 3 TERMS AND CONDITIONS**

3.01 Public Services. Recipient, agrees to provide the Public Services described as follows: Financial support to families of first responders killed or injured in the line of duty.

3.01.01 Special Conditions: Intentionally Blank.

3.02 City's Contribution. In consideration for the public services provided by recipient, City agrees to provide program funding assistance in the amount of \$5,000.00. The \$2,500.00 is the "Total Value Amount" of the City's obligation under this Agreement.

3.03 Payments. Intentionally blank.

3.04 Covenant. Recipient covenants and agrees that in providing the Public Services it shall not discriminate based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity.

#### **ARTICLE 4 REPORTS**

4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2021.

4.02 Report content. Reports shall provide information on the project including total revenues, total expenses, and information regarding the impact of the Public Services, including the number of City of Burnet Citizens directly benefiting from the Program. Reports shall be in a form acceptable to the City Manager.

#### **ARTICLE 5 DUTY TO CITY**

5.01 Recipient's Duty to City. Recipient acknowledges that, pursuant to the terms of this Agreement, it has a fiduciary duty to the City with respect to its handling and use of the Payments provided under this Agreement.

#### **ARTICLE 6 RECORDS**

6.01 Records. Recipient shall maintain (or cause to be maintained) current and complete books and records reflecting expenditures of the Payments received under this Agreement. In the event a litigant in a judicial proceeding or an authorized state agency, challenges any aspect of the City's Payment to Recipient under this Agreement Recipient shall make such book and records available to the City or the court, or such other state agency for inspection during normal business



hours upon reasonable advance notice. All such records to the extent considered public records which fall within the provisions of the Texas Government Code, Section 572.001, *et seq.*, may be subject to disclosure and Recipient shall cooperate fully with City in timely producing all such records in response to any public request for same.

## **ARTICLE 7 AUDIT**

- 7.01 In the event a litigant in a judicial proceeding, or authorized state agency, challenges any aspect of the City's payments this Agreement City reserves the right for City's internal audit department personnel, or an independent certified public accounting firm selected by City, to conduct examinations, during normal business hours, of the books and records maintained by Recipient with respect to the Payments received under this Agreement, which books and records shall be made available to City at a mutually agreeable location in Burnet County, Texas, upon at least thirty (30) days' notice to Recipient of City's inspection and audit.

## **ARTICLE 8 DEFAULT**

- 8.01 Recipient Default. City may terminate this Agreement by furnishing written notice to Recipient if at any time during the term of this Agreement Recipient materially fails to perform any of its obligations hereunder and such failure to perform such covenant continues for thirty (30) days after written notice given by City to Recipient.

## **ARTICLE 9 LIABILITY OF RECIPIENT AND CITY**

- 9.01 No Liability of City Personnel. Recipient agrees that no provision of this Agreement is intended to or shall be interpreted to negate or diminish any statutory or common law rights the City may have to immunity under the laws of the State of Texas. Further, Recipient agrees that under no circumstances shall any officer or employee of City be personally liable for any of the obligations of City under this Agreement.
- 9.02 **INDEMNIFICATION. RECIPIENT AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS CITY, ITS AGENTS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AND AFFILIATES, OF AND FROM ANY AND ALL PRESENT OR FUTURE CLAIMS, DEMANDS OR CAUSES OF ACTION THAT MAY ACCRUE ON ACCOUNT OF, OR IN ANY WAY ARISING OUT OF, RECIPIENT'S WRONGFUL ACTS AND/OR OMISSIONS UNDER THIS AGREEMENT AND/OR RECIPIENT'S MISUSE OF PUBLIC REVENUES AND/OR THE MISMANAGEMENT OF SUCH REVENUES.**

- 9.03 Reimbursement of Funds. If this Agreement or the use of Payments under this Agreement is deemed to be impermissible by a court having jurisdiction over the Parties and subject matter, then Recipient agrees to pay back to the City any Payments made by the City that were adjudicated to have been impermissibly paid by City to Recipient or misspent by Recipient.
- 9.04 City's Liability Limitations. Should City fail to timely, fully and completely comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement, such failures shall be an Act of Default by City and City shall have sixty (60) days to cure and remove the Default upon receipt of written notice to do so from Recipient. Further, Recipient specifically agrees that City's liability under this Agreement shall in no event exceed the Total Value Amount, less any Payments received by Recipient; and City shall not be liable to Recipient for any other actual, incidental or consequential damages, direct or indirect, or interest for any Act of Default by City under the terms of this Agreement.
- 9.05 Attorney's Fees. Neither Party shall be liable to the other for any Attorney's Fees or costs incurred in the enforcement of this Agreement; except the City shall be entitled to recover reasonable and necessary attorney's fees, expert witness fees and court costs, incurred to recover Payments made under this Agreement that were adjudicated by a court of competent jurisdiction to have been impermissibly paid by City to Recipient or misspent by Recipient.

## **ARTICLE 10 NOTICE**

- 10.01 Notice. Any notice provided for in or permitted under this Agreement shall be made in writing and may be given or served by: (i) delivering the same in person to the Party to be notified, (ii) depositing the same in the United States mail, postage prepaid, registered or certified with return receipt requested, and addressed to the Party to be notified at the address herein specified, or (iii) delivery by private courier with proof of delivery required. If notice is deposited in the United States mail pursuant to (ii) of this Article, it will be effective from and after the date of receipt or delivery thereof if refused. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purpose of notice, the address of the parties shall be, until changed as hereinafter provided for, as follows:

If to City:                      City of Burnet  
   Attention: City Manager  
   PO Box 1369  
   1001 Buchanan Street, Suite 4  
   Burnet, Texas 78611

If to Recipient: Hill Country 100 Club  
P.O. Box 381  
Burnet, Texas 78611

The Parties shall have the right, at any time, to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other Party. Each Party shall have the right from time to time to specify additional parties to whom notice hereunder must be given by delivering to the other Party fifteen (15) days' written notice thereof setting forth the address of such additional party or parties; provided, however, that neither Party shall have the right to designate more than two (2) such additional parties. Notice required to be delivered hereunder to either Party shall not be deemed to be effective until the additional parties, if any, designated by such Party have been given notice in a manner deemed effective pursuant to the terms of this Article.

#### **ARTICLE 11 RELATIONSHIP**

Recipient shall at all times be the independent contractor of City and not the employee or agent of City, with respect to the matters provided for herein. Recipient shall have no right or power to contract with third parties for, on behalf of, or in the name of City or to otherwise bind or obligate the City.

#### **ARTICLE 12 ASSIGNMENT**

- 12.01 Binding Effect. This Agreement shall be binding upon and inure to the benefit of Parties and their respective heirs, representatives, successors and permitted assigns.
- 12.02 Assignment by Recipient. Recipient shall not have the right to assign its rights hereunder without the expressed prior written consent of City

#### **ARTICLE 13 MISCELLANEOUS**

- 13.01 Amendments. This Agreement may be amended only by a written instrument so stating which is executed by the Parties hereto.
- 13.02 Authority. The person executing this Agreement on behalf of Recipient and City each represents that he/she has the power and authority to do so and to bind his/her principal to the terms of this Agreement.

- 13.03 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same agreement.
- 13.04 Exhibits. Intentionally deleted.
- 13.05 Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- 13.06 Governing Law and Venue. This Agreement shall be construed, interpreted and applied in accordance with and shall be governed by, the laws applicable to the State of Texas. Venue for any disputes arising under this Agreement shall be in Burnet County, Texas.
- 13.07 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- 13.08 Severability. If any provision of this Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby, but shall be enforced to the greatest extent permitted by law.
- 13.09 Waivers. No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof or of any breach of any other provision hereof.

***Remainder of this page intentionally left blank. Signatures follow on the next page.***

**THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1<sup>st</sup> DAY OF OCTOBER, 2020.**

**RECIPIENT:**

Hill Country 100 Club  
A not for profit organization

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY:**

**CITY OF BURNET, TEXAS,**  
A Texas home-rule municipality

By: \_\_\_\_\_  
Crista Goble Bromley, Mayor

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Kelly Dix, City Secretary



## Public Works Department

## ITEM 5.12

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

### Agenda Item Brief

<b>Meeting Date:</b>	October 13,2020
<b>Agenda Item:</b>	Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY, TO ACCEPT A PUBLIC UTILITY EASEMENT FROM BURNET COUNTY: G. Courtney
<b>Background:</b>	Burnet County requested the city to extend the electric infrastructure to a newly built barn in the back of their property.
<b>Information:</b>	Burnet County granted the city a 20-foot Public Utility easement for the electric infrastructure to be extended to their new building that is located on the west of their property. If the easement is accepted city electric crews will begin the construction of the electric line.
<b>Fiscal Impact:</b>	NONE
<b>Recommendation:</b>	Staff recommends council to accept the 20-foot Public Utility Easement granted by Burnet County.

**RESOLUTION NO. R2020-45**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET,  
TEXAS AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY, TO  
ACCEPT A PUBLIC UTILITY EASEMENT FROM BURNET COUNTY.**

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

**Section one.** That the Public Utility Easement described in the Instrument attached hereto is hereby accepted.

**Section two.** That the mayor is hereby authorized to execute the attached Easement Instrument; and, execute such other documents and take such other actions reasonably necessary to facilitate the purpose of this Resolution.

**Section three.** That the City Secretary is hereby authorized and directed to have the executed Easement Instrument recorded in the Public Records of the Office of the Burnet County Clerk and the official records of the City.

**Section four. Open Meetings.** That it is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, as modified by the governor's orders in response to the COVID-19 pandemic.

PASSED AND APPROVED to be effective this the 13<sup>th</sup> day of October, 2020.

CITY OF BURNET

\_\_\_\_\_  
Crista Goble Bromley, Mayor

**ATTEST:**

\_\_\_\_\_  
Kelly Dix, City Secretary





## City of Burnet Public Utility Easement

2. *Character of Easement.* The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are nonexclusive and irrevocable. The Easement is for the benefit of Holder.
3. *Purpose of Easement.* The Easement shall be used for public utility purposes, including placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of Public Utility facilities and related appurtenances (the "Facilities"), or making connections thereto. The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the Facilities and related appurtenances.
4. *Term.* Easement shall be in perpetuity unless relinquished or abandoned by ordinance or resolution by Grantee.
5. *Reservation of Rights.* Holder's right to use the Easement Property is nonexclusive, and Grantor and Grantor's heirs, successors, and assigns retain the right to use all or part of the Easement Property in conjunction with Holder under the following conditions: such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Holder for the Easement Purpose; and provided, Grantor does not construct any building, structure or obstruction on the Easement Property. With written approval of Holder, Grantor shall have the right to allow other subsurface utilities to cross over the Easement Property perpendicularly, but not parallel to the Public Utility. Any permitted improvement made by Grantor within the Easement Property must comply with applicable ordinances, development codes and engineering guidelines of the City of Burnet and must not conflict with use of the Easement for its intended purpose as described herein. Written approval of Holder must be obtained prior to any use or improvement of Easement Property not permitted herein.
6. *Temporary Construction Easement.* Holder has the right (the "Temporary Construction Easement") to use the surface of the 20-foot wide area adjacent to the either side of the Easement Property ("Temporary Construction Area"), to assist in the initial installation and as may be reasonably necessary to maintain, repair, and replace the Facilities within the Easement Property. However, Holder must promptly restore the area of the Temporary Construction Area to its previous physical condition if changed by use of the rights granted by this Temporary Construction Easement.
7. *Improvement and Maintenance of Easement Property.* Subject to the provisions of Section 8, immediately below, improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments installed on the Easement Property in violation of the terms set forth in this instrument. Holder has the right to

construct, install, maintain, replace, and remove the Facilities under, over, above and/or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences or other encroachments within the Easement Property or along its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities. Holder will also replace to their original condition any landscaping, driveways or parking areas that were in existence prior to the granting of the Easement Property and are damaged in connection with the work.

8. *Maintenance of Surface Easement Property/Permitted Improvements.* Notwithstanding any contrary provision, Grantor shall retain the obligation to maintain the surface of the Easement Property, including the obligation to regularly mow or cut back vegetation and to keep the surface of the Easement Property free of litter, debris, or trash.
9. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
10. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
11. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
12. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.
13. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
14. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

15. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.
16. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.
17. *Exceptions to Warranty.* This grant is subject to any and all encumbrances and easements of record, to the extent the same are valid and enforceable.
18. *Legal Construction.* Any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
19. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
20. *Recitals/Exhibits.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement. All exhibits referenced herein are attached hereto and incorporated by reference herein for all purposes.
21. *Entire Agreement.* This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

Signature page to follow.

City of Burnet Public Utility Easement

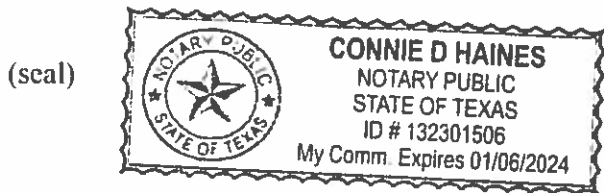
IN WITNESS WHEREOF, this instrument is executed as of the dates stated below.

**GRANTOR:**  
BURNET COUNTY

By: *J. Oakley*  
James Oakley, County Judge

THE STATE OF TEXAS   §  
                                     §  
COUNTY OF BEXAR   §

This instrument was acknowledged before me on September 22, 2020, by James Oakley, as County Judge of Burnet County, Texas and on behalf of said county.



*Connie D. Haines*  
Notary Public Signature

**GRANTEE:**  
**AGREED AND ACCEPTED:**

CITY OF BURNET, TEXAS,  
a Texas home-rule municipality

By: \_\_\_\_\_  
Crista Goble Bromley, Mayor

THE STATE OF TEXAS   §  
                                     §  
COUNTY OF BURNET   §

This instrument was acknowledged before me on \_\_\_\_\_, 202\_\_, by Crista Goble Bromley, as Mayor of Burnet, Texas and on behalf of said municipality.

(seal)

\_\_\_\_\_  
Notary Public Signature

**C** **CUPLIN & ASSOCIATES, Inc.**  
land surveyors & planners

**EXHIBIT "A"**

Prepared For: City of Burnet  
Project No. 201334  
Date: 08/20/2020

**BEING A 20 FOOT WIDE, 0.575 ACRE PUBLIC UTILITY EASEMENT OUT OF THE EUGENIO PEREZ SURVEY NO. 41, ABSTRACT NO. 672, BURNET COUNTY, TEXAS, BEING OUT OF A CALLED 75.00 ACRE TRACT AS DESCRIBED IN DOCUMENT TO BURNET COUNTY, RECORDED IN DOCUMENT NO. 200712014 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAID 0.575 ACRE PUBLIC UTILITY EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**COMMENCING** at a 1/2" iron pin found along the east line of a said 75 acre tract, and along the west line of a remainder tract described in deed to the State of Texas, recorded in Volume 608, Page 19 of the Real Property Records of Burnet County, Texas, at the northwest corner of a called 70 foot wide access easement described in said deed to Burnet County, at the northeast corner of a called 2.68 acre, 40 foot wide easement described in deed to City of Burnet, recorded in Document No. 201909070 of the Official Public Records of Burnet County, Texas,

**THENCE** over and across said 75 acre tract and along the north and west lines of said 40 foot wide easement, the following two courses and distances:

- 1) South 75°57'33" West, a distance of 40.00' to a calculated point;
- 2) South 14°02'27" East, a distance of 181.59' to a 1/2" iron pin with 'EASEMENT' cap set at the **POINT OF BEGINNING** hereof;

**THENCE** South 14°02'27" East, along the west line of said 40 foot wide easement and the east line hereof, a distance of 21.18' to a 1/2" iron pin with 'EASEMENT' cap set along the west line of said 40 foot wide easement, and the east line hereof;

**THENCE** leaving the west line of said 40 foot wide easement, and over and across said 75 acre tract, the following five courses and distances:

- 1) North 84°50'27" West, a distance of 438.32' to a 1/2" iron pin with 'EASEMENT' cap set;
- 2) South 25°21'34" West, a distance of 803.68' to a 1/2" iron pin with 'EASEMENT' cap set;
- 3) North 64°38'26" West, a distance of 20.00' to a 1/2" iron pin with 'EASEMENT' cap set;
- 4) North 25°21'34" East, a distance of 817.63' to a 1/2" iron pin with 'EASEMENT' cap set;
- 5) South 84°50'27" East, a distance of 445.31' to a 1/2" iron pin found; to the **POINT OF BEGINNING**, containing 0.575 acres, more or less.

## City of Burnet Public Utility Easement

I HEREBY CERTIFY EXCLUSIVELY TO CITY OF BURNET THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION. CUPLIN & ASSOCIATES, INC. ACCEPTS NO RESPONSIBILITY FOR THE USE OF THIS SURVEY BY ANYONE OTHER THAN THE ABOVE REFERENCED PARTIES HEREBY CERTIFIED TO FOR THIS SPECIFIC TRANSACTION ONLY. COPYRIGHT 2020, CUPLIN & ASSOCIATES, INC. BASIS OF BEARINGS ARE TO THE NORTH AMERICAN DATUM OF 1983. TEXAS AS IS INTENDED TO

DESCRIBED IN ACT OF JUNE 11, 1983, EM, C/NTRJV, ZONE A PLAT OF SURVEY OF

BOVE

K.C. LUST

Dated: 08



Registered Professional Land Surveyor No. 5273

1500 Ollic Lane, Marble Falls, Texas  
78654

PH: 325.388.3300 Fax: 325.388.3320 Prof.  
Firm No. 10126900

[www.cuplinassociates.com](http://www.cuplinassociates.com)

[illegible]

3) BASES OF RESEARCH ARE TO THE NORTH AMERICAN PART OF 1983, TEXAS COORDINATE SYSTEM, CENTRAL ZONE.

## PUBLIC UTILITY EASEMENT EXHIBIT

AND BOUNDS DESCRIPTION TO ACCOMPANY THIS SURVEY OF EIGH DALE.

I HEREBY CERTIFY TRULY AND SINCERELY THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS  
 SUPERVISED BY ME OR UNDER MY DIRECT SUPERVISION. CHILMAN & ASSOCIATES, INC. ACCEPTS NO RESPONSIBILITY FOR THE USE OF  
 THIS SURVEY BY ANYONE OTHER THAN THE ABOVE REFERENCED PARTIES HEREBY CERTIFIED TO FOR THIS SPECIFIC TRANSACTION.  
 ONLY, COPYRIGHT 2000, CHILMAN & ASSOCIATES, INC. ®

100-57  
K.C. LIST, R.P.S. NO. 5273  
DATED 08/20/2020

**SHEET**  
**1 OF 2**

001 NO. 20-449  
RECEIVED FOR CITY OF BIRLA  
TFC PLANETRY  
APPROVED K.C. JEST  
OFFICIAL RECORDS DEPT. OF THE CITY  
BIRLA

1540 COLLETT LANE  
NARBEE FALLS, TX 78654  
PH 325-398-3700 FAX 325-3815  
WWW.CUTTINGASSOCIATES.COM

SCAI = 1<sup>st</sup> = 200

DATE	NO.	DESCRIPTION
<b>REVISIONS</b>		



## Administration

## ITEM 5.1

David Vaughn  
City Manager  
512.715.3208  
dvaughn@cityofburnet.com

### Agenda Item Brief

**Meeting Date:** September 8, 2020

**Agenda Item:** Discuss and consider action: City Council shall receive information from the City Manager on the status of the COVID-19 pandemic's impact on the City and may discuss, give direction, or take action to implement, extend, modify or terminate plans or programs in response to the pandemic: D. Vaughn

**Background:**

**Information:**

**Fiscal Impact:**

**Recommendation:** To be determined by Council





## Administration

## ITEM 6.2

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

### Agenda Item Brief

**Meeting Date:** October 13, 2020

**Agenda Item:** Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AMENDING CHAPTER 90, SECTIONS 90-51 OF THE CITY OF BURNET CODE OF ORDINANCES; SETTING SOLID WASTE AND RECYCLING DISPOSAL RATES; PROVIDING AN EFFECTIVE DATE; PROVIDING SEVERABILITY AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR OTHER RELATED MATTERS: P. Langford.

**Background:**

**Information:** In accordance with the contract, the fees for service were held at the same rate for the first three years of the contract and increased three percent in the fourth year. For the fifth year, ACDI has requested a three percent increase due to increases in landfill, recycling and other operational costs.

There have been no changes to the Ordinance 2020-22 since the first reading on September 22, 2020.

**Fiscal Impact:** The proposed ordinance includes a three percent increase in the amount billed to the customer, which includes both the contract amount with ACDI and the city's billing fee.

**Recommendation:** Approve and adopt Ordinance 2020-22 as presented.

## ORDINANCE NO. 2020-22

**AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AMENDING CHAPTER 90, SECTIONS 90-51 OF THE CITY OF BURNET CODE OF ORDINANCES; SETTING SOLID WASTE AND RECYCLING DISPOSAL RATES; PROVIDING AN EFFECTIVE DATE; PROVIDING SEVERABILITY AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR OTHER RELATED MATTERS.**

**Whereas**, the City provides, or causes to be provided, solid waste disposal 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 90-51 of the Code of Ordinances of the City of Burnet shall be amended in the entirety and shall read as provided in the attached Exhibit "A".

**Section 3. Ordinances in Conflict.** That all ordinances in conflict with the provisions of this ordinance are, and the same are hereby, repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

**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. Effective Date.** This ordinance shall be effective November 1, 2020.

**Section 6. 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 22<sup>nd</sup> day of September, 2020.

**FINALLY PASSED AND APPROVED** on this the 13<sup>th</sup> day of October, 2020.

**ATTEST:**

**CITY OF BURNET, TEXAS**

\_\_\_\_\_  
Kelly Dix, City Secretary

\_\_\_\_\_  
Crista Goble Bromley, Mayor

## Attachment “A”

### ARTICLE III. - RATES

#### Sec. 90-51. - Residential refuse collection rates.

(1) The following rates shall apply:

<b>STANDARD RESIDENTIAL SOLID WASTE &amp; RECYCLING RATES:</b>	<b>MONTHLY RATE</b>
One 95-gallon Solid Waste Cart and one 95-gallon Recycling Cart (Every Other Week “EOW” recycling)	22.74
Each additional 95-gallon Solid Waste Cart	4.24
Each additional 95- gallon Recycling Cart	2.79
<b>SENIOR CITIZEN SOLID WASTE &amp; RECYCLING RATES:</b>	
One 95-gallon Solid Waste Cart and one 95-gallon Recycling Cart (includes EOW recycling)	18.97
Each additional 95-gallon Senior Citizen Solid Waste Cart	3.54
Each additional 95-gallon Senior Citizen Recycling Cart	2.23
<b>COMMERCIAL CURBSIDE RECYCLING RATES:</b>	
One 95-gallon Cart (EOW)	4.76
Additional 95-gallon Recycling Cart	3.35
<b>COMMERCIAL SOLID WASTE COLLECTION RATES:</b>	
<b>CARTS:</b>	
One Time per week - One 95 gallon Cart	23.06
Two Times per week - One 95 gallon Cart	38.36
Three Times per week - One 95 gallon Cart	54.53
Four Times per week - One 95 gallon Cart	72.71
Five Times per week - One 95 gallon Cart	90.90
One Time per week - Two 95 gallon Carts	31.33
Two Times per week - Two 95 gallon Carts	46.64
Three Times per week - Two 95 gallon Carts	68.16
Four Times per week - Two 95 gallon Carts	90.90
Five Times per week - Two 95 gallon Carts	113.62
<b>TWO YARD DUMPSTER:</b>	
One Time per week	65.62
Two Times per week	117.79
Three Times per week	168.26
Four Times per week	218.73
Five Times per week	292.82
<b>THREE YARD DUMPSTER:</b>	

One Time per week	70.68
Two Times per week	129.56
Three Times per week	185.11
Four Times per week	243.99
Five Times per week	310.54
<b>FOUR YARD DUMPSTER:</b>	
One Time per week	92.54
Two Times per week	166.57
Three Times per week	237.26
Four Times per week	298.76
Five Times per week	371.41
<b>SIX YARD DUMPSTER:</b>	
One Time per week	116.09
Two Times per week	211.95
Three Times per week	311.28
Four Times per week	400.50
Five Times per week	508.68
<b>EIGHT YARD DUMPSTER:</b>	
One Time per week	154.64
Two Times per week	282.28
Three Times per week	414.83
Four Times per week	533.45
Five Times per week	677.06
<b>TEN YARD DUMPSTER:</b>	
One Time per week	180.29
Two Times per week	277.37
Three Times per week	396.26
Four Times per week	528.33
Five Times per week	660.41
<b>DUMPSTER EXTRA LIFTS:</b>	
Two Yard Dumpster	51.99
Three Yard Dumpster	58.47
Four Yard Dumpster	64.98
Six Yard Dumpster	76.62
Eight Yard Dumpster	95.32
Ten Yard Dumpster	112.14
<b>ROLL-OFF RATES:</b>	
Delivery Fee	256.74
Daily Rental Fee	5.43
20 Yard per Haul	574.22

30 Yard per Haul	662.97
40 Yard per Haul	772.59
Double Handle Fee	101.89
Overload Fee / Per Ton	38.99
<b>BRUSH/BULKY COLLECTION FEE OVER 3 CY (per yard):</b>	5.30
<b>BRUSH/BULKY COLLECTION FEE OUTSIDE DESIGNATED COLLECTION PERIOD (per yard):</b>	5.30

- (2) Residential customers requesting dumpsters shall be billed at the commercial rate above.
- (3) A franchise fee equal to fifteen (15) percent of the gross billing shall be charged for all roll-off services, self-contained compact roll-offs, and temporary dumpsters billed directly by the service provider.
- (4) Double handle fee will be charged when a haul is rescheduled, except for reasons not the city or service provider's fault, when the container is not ready to be loaded and the hauler must return for the pickup.
- (5) An overload fee will be charged to the customer in the event a dumpster or roll-off is loaded beyond the legal hauling weight.
- (6) The initial billing for new, or final billing for discontinued services, shall be pro-rated based on the number of days for which service was received.

CITY OF BURNET  
GARBAGE RATES  
NEW RATES EFFECTIVE: NOVEMBER 2020

	CURRENT RATES		3% INCREASE NEW PROPOSED RATES	
STANDARD RESIDENTIAL SOLID WASTE AND RECYCLING RATES:				
One 95-gallon Solid Waste Cart and one 95-gallon Recycling Cart (Every Other Week "EOW" recycling)	22.07		22.74	
Each additional 95-gallon Solid Waste Cart	4.12		4.24	
Each additional 95- gallon Recycling Cart	2.71		2.79	
SENIOR CITIZEN SOLID WASTE AND RECYCLING RATES:				
One 95-gallon Solid Waste Cart and one 95-gallon Recycling Cart (includes EOW recycling)	18.42		18.97	
Each additional 95-gallon Senior Citizen Solid Waste Cart	3.44		3.54	
Each additional 95-gallon Senior Citizen Recycling Cart	2.16		2.23	
COMMERCIAL CURBSIDE RECYCLING RATES:				
One 95-gallon Cart (EOW)	4.62		4.76	
Additional 95-gallon Recycling Cart	3.25		3.35	
COMMERCIAL SOLID WASTE COLLECTION RATES:				
CARTS:				
One Time per week — One 95 gallon Cart	22.39		23.06	
Two Times per week — One 95 gallon Cart	37.24	14.85	38.36	15.30
Three Times per week — One 95 gallon Cart	52.94	30.55	54.53	31.47
Four Times per week — One 95 gallon Cart	70.60	48.20	72.71	49.65
Five Times per week — One 95 gallon Cart	88.25	65.86	90.90	67.83
One Time per week — Two 95 gallon Carts	30.42		31.33	
Two Times per week — Two 95 gallon Carts	45.28	14.86	46.64	15.31
Three Times per week — Two 95 gallon Carts	66.18	35.76	68.16	36.83
Four Times per week — Two 95 gallon Carts	88.25	57.83	90.90	59.57
Five Times per week — Two 95 gallon Carts	110.31	79.90	113.62	82.29
TWO YARD DUMPSTER:				
One Time per week	63.71		65.62	
Two Times per week	114.36	50.66	117.79	52.18
Three Times per week	163.36	99.65	168.26	102.64
Four Times per week	212.36	148.65	218.73	153.11

	CURRENT RATES		NEW PROPOSED RATES	
Five Times per week	284.29	220.58	292.82	227.20
THREE YARD DUMPSTER:				
One Time per week	68.62		70.68	
Two Times per week	125.78	57.17	129.56	58.88
Three Times per week	179.71	111.10	185.11	114.43
Four Times per week	236.88	168.26	243.99	173.31
Five Times per week	301.49	232.87	310.54	239.86
FOUR YARD DUMPSTER:				
One Time per week	89.85		92.54	
Two Times per week	161.72	71.87	166.57	74.03
Three Times per week	230.35	140.50	237.26	144.72
Four Times per week	290.06	200.21	298.76	206.22
Five Times per week	360.59	270.75	371.41	278.87
SIX YARD DUMPSTER:				
One Time per week	112.71		116.09	
Two Times per week	205.77	93.06	211.95	95.85
Three Times per week	302.21	189.50	311.28	195.18
Four Times per week	388.84	276.12	400.50	284.41
Five Times per week	493.86	381.15	508.68	392.59
EIGHT YARD DUMPSTER:				
One Time per week	150.13		154.64	
Two Times per week	274.06	123.93	282.28	127.65
Three Times per week	402.75	252.62	414.83	260.20
Four Times per week	517.91	367.78	533.45	378.82
Five Times per week	657.34	507.20	677.06	522.42
TEN YARD DUMPSTER:				
One Time per week	175.04		180.29	
Two Times per week	269.29	94.26	277.37	97.08
Three Times per week	384.72	209.68	396.26	215.97
Four Times per week	512.94	337.90	528.33	348.04
Five Times per week	641.18	466.14	660.41	480.12



	CURRENT RATES			NEW PROPOSED RATES	
DUMPSTER EXTRA LIFTS:					
Two Yard Dumpster	50.48			51.99	
Three Yard Dumpster	56.76			58.47	
Four Yard Dumpster	63.09			64.98	
Six Yard Dumpster	74.39			76.62	
Eight Yard Dumpster	92.55			95.32	
Ten Yard Dumpster	108.87			112.14	
ROLL-OFF RATES:					
Delivery Fee	249.26			256.74	
Daily Rental Fee	5.27			5.43	
20 Yard per Haul	557.50			574.22	
30 Yard per Haul	643.66			662.97	
40 Yard per Haul	750.09			772.59	
Double Handle Fee	98.92			101.89	
Overload Fee/Per Ton	37.85			38.99	
BRUSH/BULKY COLLECTION FEE OVER 3 CY (per yard):	5.15			5.30	
BRUSH/BULKY COLLECTION FEE OUTSIDE DESIGNATED COLLECTION PERIOD (per yard):	5.15			5.30	

CLOSE



## City Council Meeting

### ITEM 6.3

Jason Lutz  
Development Services  
(512) 715-3215  
jlutz@cityofburnet.com

### Agenda Item Brief

**Meeting Date:** October 13, 2020

**Agenda Item:** Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 BY ASSIGNING MANUFACTURED HOME—DISTRICT M-1 ZONING TO THAT PROPERTY DESCRIBED AS LOT 1, BLOCK 39, OF VADEVEER/ALEXANDER ADDITION, AND FURTHER IDENTIFIED AS 604 S. RHOMBERG; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: J. Lutz

**Background:** The property is located at the southwest intersection of S. Rhomberg and Live Oak. This location is vacant property consisting of one large lot. Previously a single-family structure was located on the property but was demolished due to damage from fire. Based on the R-1 zoning the landowner has every right to build a single-family structure on the property. The applicant is requesting to down zone the property, from its present designation of Single Family Residential – District (R-1) to a designation of Manufactured home—District (M-1).

City Council held a public hearing on September 8<sup>th</sup> regarding the request. During the 1<sup>st</sup> ordinance reading Council requested additional information regarding the subject property in order to make a more informed decision. The item was tabled to the postponed to the Sept. 22<sup>nd</sup> meeting in order to allow staff time to research the requested information.

Council requested information regarding the history of other M-1 zoning districts in the area, the history of the property regarding a structure fire, and any history regarding assistance requested or provided to the applicant regarding the subject tract.

The home was subject to fire in 2018 and investigated accordingly. The fire was investigated the night of and following day of the fire. The fire was classified undetermined because FD could not eliminate possibilities down to just one specific cause.

The home was ultimately demolished by the City due the applicant being unable to clear the property within a reasonable time. The fire

took place on 2/8/2018 and remained in a state of disrepair. City Code Enforcement issued a letter requiring the property be demolished and all materials removed from the property as the home was unsafe for habitation. On August 28, 2018 the City's Board of Appeals held a public hearing to decide if the structure should or should not be ordered to be repaired or demolished at a date not less than the thirtieth (30th) day following August 28, 2018. The landowner was given the opportunity to present findings regarding the scope of work and possible timelines it would take to get the structure repaired. The Board found the structure to be a dangerous and unsafe building and therefore a public nuisance. The meeting minutes state that The Board of Appeals moved to order the removal of said structure sixty days from the date of the meeting. If not removed on day sixty one, November 6, 2018, city staff was authorized to remove the structure. Mr. Crayton owner of the property addressed the Council and agreed with the timeline established. Staff believes the minutes may have an error and are of the understanding that the owner was given additional time (60 days vs. 30 days as outlined in the public notice) to either repair or remove the structure. Since the home was not removed in the stated timeframe the City removed the structure and a lien was placed on the property to cover City expenses incurred during the demolition. The lien was reduced as an accessory structure was also removed by accident. Currently the lien of \$4,499.92 is still outstanding.

**Staff Analysis:**

Staff has reviewed the proposed zoning request and looked at several factors such as Future Land Use Plan (FLUP), adjacent zoning/land uses, and access.

FLUP: The City's Comprehensive Plan calls out this parcel as "Residential". While the comp plan does not differentiate between residential types or intensities of land uses, the requested zoning is in line with the Future Land Use Plan (see Exhibit B below).

Adjacent Zoning/Land Uses: The subject tract is surrounded by R-1 (single-family) zoning along the western, southern, and eastern property lines. There is also some C-1 zoning to the east and M-1 zoning across the street to the north (see Exhibit A below). All properties within the block of the re-zoning request are either vacant or developed with single-family stick-built structures.

The existing M-1 districts in the area (as shown on Exhibit A) were either grandfathered based on existing use at the time of the City-wide re-zoning or were rezoned. Staff visually inspected the surrounding M-1 zoned properties and found that 7 out of 14 M-1 zoned properties were actually developed with single-family stick-built structures, as allowed by the zoning code.

Additionally, since 2009 there have been 13 requests to rezone property from R-1 to M-1 within the entire City limits. 9 of those zoning change requests were approved by Council but only 5 of those were utilized for a manufactured home. The other 4 rezoned properties were developed with single-family stick-built homes.

Access: Since the zoning would allow only one manufactured home the density will not change, and the existing road infrastructure can accommodate the proposed change.

There have been no changes to Ordinance 2020-20 since the first reading on September 22, 2020.

**P&Z Recommendation:** P&Z recommended denial of the request (by a vote of 3-2).

**Recommendation:** Deny the request based on P&Z recommendation

**\*Note\*** In order to approve the zoning request a super majority of Council is required, as more than 20% of the affected land owners have protested.

## **ORDINANCE NO. 2020-20**

**AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 BY ASSIGNING MANUFACTURED HOME—DISTRICT M-1 ZONING TO THAT PROPERTY DESCRIBED AS LOT 1, BLOCK 39, OF VADEVEER/ALEXANDER ADDITION, AND FURTHER IDENTIFIED AS 604 S. RHOMBERG; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, The Planning and Zoning Commission of the City of Burnet, on August 31, 2020, did conduct a public hearing for the purpose of taking public comment regarding the proposal to assign Manufactured Home (M-1) zoning to the property located at 604 S. Rhomberg; and

**WHEREAS**, The Planning and Zoning Commission in open deliberation found that applying Manufactured Home—District M-1 zoning to the subject property would be consistent with the City's Future Land Use Plan, Inconsistent with existing development patterns in the area, and Inconsistent with the best public interest; and

**WHEREAS**, The Planning and Zoning Commission did then, by a 3-2 vote of members present, recommend denying zoning said property to Manufactured Home—District M-1; and

**WHEREAS**, The City Council of the City of Burnet, on September 8, 2020 did conduct its own public hearing for the purpose of taking public comment regarding the proposal to assign Manufactured Home—District M-1 zoning to said property; and

**WHEREAS**, The City Council, based on due consideration of the Planning and Zoning Commission recommendation, as well as its own deliberations, did determine that assigning Manufactured Home—District M-1 zoning to the subject property to be consistent with Future Land Use Plan intent, and therefore consistent the public health, safety, morals, and the general welfare of the city and its present and future residents;

**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. Zoning Changed.** Manufactured Home—District M-1 Zoning is hereby assigned to 604 S. Rhomberg, as shown in Exhibit A.

**Section 3. Repealer.** Other ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent that they are in conflict.

**Section 4. Severability.** Should any provisions of this ordinance be held void or unconstitutional, it is hereby provided that all other parts of the same which are not held void or unconstitutional shall remain in full force and effect.

**Section 5. Effective Date.** This ordinance is effective upon final passage and approval.

**Section 6. Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was conducted in compliance with the Texas Open Meeting Act as modified by Executive Orders of the Governor of the State of Texas in response to the COVID-19 pandemic.

**PASSED AND APPROVED** on First Reading this 22<sup>nd</sup> day of September 2020.

**FINALLY PASSED AND APPROVED** on this 13<sup>th</sup> day of October 2020.

**CITY OF BURNET, TEXAS**

\_\_\_\_\_  
Crista Goble Bromley, Mayor

**ATTEST:**

\_\_\_\_\_  
Kelly Dix, City Secretary

**Exhibit "A"**  
**Location & Current Zoning Map**



**Exhibit B**  
**Previous Issues Regarding**  
**604 S. Rhomberg (Council Minutes)**

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

On this the 28<sup>th</sup> day of August, 2018, 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:

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

City Manager                David Vaughn

City Secretary              Kelly Dix

Guests: James B. Wilson, Mark Lewis, Evan Milliorn, Gene Courtney, Mark Ingram, Patricia Langford, Paul Nelson, Alan Burdell, Leslie Baugh, Jonny Simons, Doug Fipps, Adrienne Feild, Craig Lindholm, Dewain Everett, William Krueger, Ken Everett, Steve Vollmar, H. Trant, Lance Besancon, Roy Crayton, Savanna Gregg, Christine Cummings, Wade Langley

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

INVOCATION: Council Member Paul Farmer

PLEDGE OF ALLEGIANCE: Council Member Tres Clinton

PLEDGE TO TEXAS FLAG: Council Member Tres Clinton

PUBLIC RECOGNITION/SPECIAL REPORTS:

Chamber of Commerce Report: Board Member Wade Langley informed all present that the Job fair is to be held at the Community Center on Thursday, August 30<sup>th</sup>. There are thirty five confirmed Employers scheduled to attend. Christmas on the Square planning is underway and the snow feature will be there again this year. Kristen Jacoby has been hired to fill the administrative position vacated by Angie Byers and is getting acquainted with the Chamber members. The Chamber has been busy working with the Highland Lakes Wedding Group as well. Mr. Langley reminded all present about the Breakfast with the Mayor event to be held on September 27, 2018 at 8:00 a.m. at Unshakeable Grounds.

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 August 14, 2018 Regular City Council Meeting Minutes

Council Member Joyce Laudenschlager moved to approve the consent agenda as presented. Council Member Mary Jane Shanes seconded, the motion carried unanimously.

PUBLIC HEARING:

Public Hearing: Public Hearing on 2018-2019 Fiscal Year Budget for the City of Burnet: D. Vaughn: Mayor Bromley opened the public hearing and asked if anyone was interested in speaking, if so to approach the podium. There being no one wishing to speak, Mayor Bromley



closed the public hearing.

Public Hearing: First Public Hearing on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 7.73 percent (percentage by which proposed tax rate exceeds lower of rollback tax rate or effective tax calculated under Chapter 26, Tax Code). Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the change in the taxable value of your property in relation to the change in taxable value of all other property and the tax rate that is adopted: D. Vaughn: Mayor Bromley opened the public hearing and asked if anyone was interested in speaking, if so to approach the podium. There being no one wishing to speak, Mayor Bromley closed the public hearing.

Public Hearing: The City Council of the City of Burnet, in accordance with Code of Ordinances, Chapter 22, Article IV, Sections 22-81 and 22-82, will convene as the Board of Appeals for the purpose of determining whether structure located at 604 S Rhomberg Street, Burnet, Texas and further described as being S8450 Vanderveer/Alexander; Lot 1; Block 39; BCAD Property ID #44849 is indeed dangerous: M. Lewis: The City Council convened as the Board of Appeals. Board of Appeals Member Bromley opened the public hearing and asked if anyone was interested in speaking, if so to approach the podium. There being no one wishing to speak, the Public Hearing was closed.

#### ACTION ITEMS:

Discuss and consider action: Authorization to proceed with repairs to the City of Burnet Airport taxiway: L. Baugh: Council Member Tres Clinton made a motion to authorize staff to proceed with the repairs to the City of Burnet taxiway as presented. Council Member Paul Farmer seconded, the motion carried unanimously.

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE 2017- 18; THE ORIGINAL BUDGET ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017, AND ENDING SEPTEMBER 30, 2018 FOR THE CITY OF BURNET, TEXAS, FUNDING ACCOUNTS IN BUDGET DUE TO UNFORESEEN SITUATIONS; CONTAINING FINDINGS PROVIDING FOR SAVINGS AND SEVERABILITY: C. Maxwell: Council Member Paul Farmer made a motion to approve and adopt Ordinance No. 2018-12 as presented. Council Member Mary Jane Shanes seconded, the motion carried unanimously.

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 BY ASSIGNING AGRICUTURAL – DISTRICT A TO 81.04 ACRES OUT OF THE GEO. C. ROPER TRACT, ABSTRACTS A1329, 343, 1776, AND 531 WHICH IS FURTHER DESCRIBED AS 108 MOUNTAIN VIEW; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: M. Lewis: Council Member Tres Clinton made a motion to approve and adopt Ordinance No. 2018-14 as presented. Council Member Cindia Talamantez seconded, the motion carried unanimously.

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 BY ASSIGNING LIGHT COMMERCIAL – DISTRICT C- 1 ZONING TO LOT 4, BLOCK 3, OAKS ADDITION WHICH IS FURTHER DESCRIBED AS BEING 1407 N WATER STREET; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: M. Lewis: Council Member Cindia Talamantez made a motion to approve and adopt Ordinance No. 2018-15 as presented. Council Member Mary Jane Shanes seconded. Mayor Bromley called for a roll vote Council Member Lester voted against, Council Members Laudenschlager, Shanes,

Clinton, Farmer, Talamantez and Mayor Bromley voted in favor. The motion carried with a vote of one against and six in favor.

Discuss and consider action: FIRST READING OF AN ORDINANCE ADOPTING THE OFFICIAL BUDGET FOR THE CITY OF BURNET, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018, AND ENDING SEPTEMBER 30, 2019, PROVIDING FOR THE INVESTMENT OF FUNDS; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: D. Vaughn: Council Member Danny Lester made a motion to approve the first reading of Ordinance No. 2018-16 as presented. Council Member Joyce Laudenschlager seconded, the motion carried unanimously.

Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS LEVYING AD VALOREM TAXES FOR USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018 AND TERMINATING SEPTEMBER 30, 2019; PROVIDING FOR APPORTIONING EACH LEVY FOR SPECIFIC PURPOSES; AND PROVIDING WHEN TAXES SHALL BECOME DUE AND WHEN SAME SHALL BECOME DELINQUENT IF NOT PAID; PROVIDING OPEN MEETINGS CLAUSES AND PROVIDING FOR AN EFFECTIVE DATE: D. Vaughn: Council Member Mary Jane Shanes made a motion to approve the first reading of Ordinance No. 2018-17 as presented. Council Member Danny Lester seconded, the motion carried unanimously.

Discuss and consider action: Renewal of Hill Country Humane Society Animal Shelter contract for the 2018-2019 Budget year: P. Nelson: Council Member Paul Farmer made a motion to approve the renewal of the Hill County Humane Society Animal Shelter contract for budget year 2018-2019 as presented. Council Member Mary Jane Shanes seconded, the motion carried unanimously.

Discuss and consider action: The City Council of the City of Burnet, in accordance with Code of Ordinances, Chapter 22, Article IV, Sections 22-81 and 22-82, will convene as the Board of Appeals for the purpose of considering an order declaring the structure located at 604 S Rhomberg Street S8450 Vanderveer/Alexander; Lot 1; Block 39; BCAD Property ID #44849 to be a dangerous and unsafe building and therefore a public nuisance and further ordering the repair or removal of said structure: M. Lewis: City Council convened as the Board of Appeals and deemed the structure located at 604 S Rhomberg Street S8450 Vanderveer/Alexander; Lot 1; Block 39; BCAD Property ID #44849 to be a dangerous and unsafe building and therefore a public nuisance. Board of Appeals Member Danny Lester moved to order the removal of said structure sixty days from the date of this meeting. If not removed on day sixty one, November 6, 2018, city staff is authorized to remove the structure. Board of Appeals Member Tres Clinton Seconded. Mr. Crayton owner of the property addressed the Council and agreed with the timeline established. The motion carried unanimously.

Discuss and consider action: Emergency Management Services Contract with Burnet County: M. Ingram: Council member Danny Lester moved to approve the Emergency Management Services Contract with Burnet County as presented. Council Member Joyce Laudenschlager seconded, the motion carried unanimously.

Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AMENDING SECTION 7.03; "RETIREMENT" OF THE CITY OF BURNET PERSONNEL POLICY: D. Vaughn: Council Member Danny Lester made a motion to approve the first reading of Ordinance 2018-18 as presented. Council Member Mary Jane Shanes seconded. City of Burnet Retired Employees Cindy Lopez, Michael Everett and William Krueger stated their

concerns for the proposed changes to the policy. Mayor Bromley called for a roll vote. Council Members Lester and Shanes voted in favor. Council Members Laudenschlager, Clinton, Farmer, Talamantez and Mayor Bromley voted against. The motion failed. Council Member Farmer made a motion to table the item. Council Member Clinton seconded, Mayor Bromley called for a roll vote. Council Member Lester voted against. Council Member Laudenschlager, Shanes, Farmer, Clinton Talamantez, and Mayor Bromley voted in favor. The motion carried and the item was tabled.

REPORTS:

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.

July Financial Report: Director of Finance, Patricia Langford reviewed the July 2018 End of the Month Financial reports to include, fund balances, revenues and expenses and year end projections.

REQUESTS FROM COUNCIL FOR FUTURE REPORTS: None.

ADJOURN: There being no further business a motion to adjourn was made by Council Member Mary Jane Shanes at 7:21 p.m., seconded by Council Member Joyce Laudenschlager. The motion carried unanimously.

ATTEST:

\_\_\_\_\_  
Crista Goble Bromley, Mayor

\_\_\_\_\_  
Kelly Dix, City Secretary



STATE OF TEXAS

COUNTY OF BURNET

STATUTORY LIEN

BEFORE ME, the undersigned notary public, on this day personally appeared David Vaughn, known to me to be the person whose name is subscribed to the following instrument, and who having been duly sworn upon his/her oath deposed and said as follows:

My name is David Vaughn; I am over 21 years of age, and am a resident of Burnet, Burnet County, Texas. I have never been convicted of a felony. I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated which are true and correct.

I am the City Manager of the City of Burnet, Texas and am the municipal official authorized by the City's Charter and designated by the Mayor to make this Affidavit.

Pursuant to the provisions of the V. T. C. A., Health and Safety Code Section 342.007 et. Seq., the City of Burnet asserts a statutory lien in the amount of Four thousand Six hundred Ninety- nine Dollars and 92/100 ( \$4699.92) on the following property:

604 S. Rhomberg St., Burnet, TX 78611  
S8450 VANDEVEER/ALEXANDER LOT 1 BLK 39  
Property ID: 44849

hereinafter the "Subject Property."

This lien is filed to secure the City's cost incurred by the City for work done to bring the subject property in compliance with the City's adopted ordinance.

**OWNERSHIP**

The names and address of the owners of the Subject Property, to the extent they can be determined, are:

ROY L CRAYTON  
604 S Rhomberg St  
Burnet, TX 78611



## **CITY OF BURNET BOARD OF APPEALS**

### **ORDER TO DEMOLISH OR REPAIR 604 S RHOMBERG STREET**

The Board of Appeals of the City of Burnet, Texas, acting pursuant to authority vested therein by Section 22-81 and Section 22-82 of the City of Burnet Code of Ordinances did on August 28, 2018 conduct a public hearing regarding the structure located 604 S Rhomberg Street and further described as S8450 Vanderveer/Alexander; Lots 1; Block 39; BCAD Property ID #44849. A legal quorum of the Board was present.

The property owner of record of 604 S Rhomberg Street was provided with thirty (30) day notice of said public hearing by means of certified mail in order to afford said owner and any persons with interest the opportunity to appear before the Board and provide testimony to the Board. The property owner, Rev. Roy Crayton did appear to present information regarding the property, and more specifically to submit proof of the scope of any work that may be required to comply with the City's Code of Ordinances and the property maintenance codes adopted therein; and the time it will take to reasonably perform said work.

The Board of Appeals, based on evidence and testimony presented at said August 28, 2018 public hearing has found the structure located at 604 S Rhomberg Street to be a Dangerous and Unsafe Structure, and therefore a public nuisance under the terms of Code of Ordinances, Chapter 22, Article IV, Dangerous Building Abatement Code. This determination is based on evidence received at the August 28, 2018 public hearing said evidence including testimony received from City staff and a July 13, 2018 Substandard Building Inspection Report documenting the conditions which have caused the structure at 604 S Rhomberg Street to become dangerous, unsafe, and a public nuisance. A copy of said July 13, 2018 report is attached to this order and incorporated for all purposes herein;

**NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF APPEALS OF THE CITY OF BURNET, TEXAS, THAT:**

Having considered all information presented in its August 28, 2018 public hearing, the Board of Appeals finds the structure located at 604 S Rhomberg Street to be dangerous, unsafe, and a public nuisance under the terms of Code of Ordinances Chapter 22, Article IV, Dangerous Building Abatement Code.

**IT IS THEREFORE ORDERED** that the conditions on the property located and legally described as:





## Administration

## ITEM 4.10

Kelly Dix  
City Secretary  
(512)-756-6093 ext. 3209  
[kdix@cityofburnet.com](mailto:kdix@cityofburnet.com)

### Agenda Item Brief

<b>Meeting Date:</b>	October 13 <sup>th</sup> , 2020
<b>Agenda Item:</b>	Discuss and consider action: Cancellation of the, November 24, 2020 and the December 22 <sup>nd</sup> , 2020 Regular City Council meetings: K. Dix
<b>Background:</b>	
<b>Information:</b>	To allow Council and Staff Holiday travel planning, staff recommends the cancellation of the second regular council meetings scheduled for November 24 <sup>th</sup> , 2020 and December 22 <sup>nd</sup> , 2020
<b>Fiscal Impact:</b>	None.
<b>Recommendation:</b>	Staff recommends cancellation of the November 24 <sup>th</sup> and December 22 <sup>nd</sup> , 2020 regular City Council Meetings.





## Development Services

### ITEM 6.5

Jason Lutz  
Development Services  
(512) 715-3215  
jlutz@cityofburnet.com

### Agenda Item Brief

**Meeting Date:** October 13, 2020

**Agenda Item:** Discuss and consider action: FIRST READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 BY ASSIGNING A FUTURE LAND USE DESIGNATION OF “RESIDENTIAL” AND “COMMERCIAL” FOR APPROXIMATELY 163 ACRES OF LAND OUT OF THE SARAH ANN GUEST SURVEY, ABSTRACT 1525 AS SHOWN IN EXHIBITS A; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: J. Lutz

**Background:** The City adopted a Comprehensive Plan in 1992 and since that time no major updates or amendments have been completed. The proposed amendments are due to recent development patterns in the area and a requested zoning change (next item on the agenda) that would not be in-line with the adopted comprehensive plan.

**Information:** The property in question is approximately 163 acres with a current designation of Industrial on the future land use plan.

Recent development activity in the area has been trending towards single-family residential and staff expects that trend to continue.

Currently most of the industrial activity has been focused in existing Industrial zones located near the airport, south of Aristokraft, and south of Industrial Dr. (west of the railroad).

**Staff Analysis:** The development of Single-family homes and zoning along Westfall and west of the railroad tracts has created a situation that calls for SF-1 to be developed adjacent to land that is designated for Industrial uses in the future.

The subject property identified as industrial was rezoned to Industrial and C-3 (Heavy Commercial) in 2010. The areas along Hwy 29 were changed to C-3 and the remainder was changed to Industrial.

Staff expects the areas along Hwy 29 to develop with commercial uses, but with the expansion of single-family homes into the area, staff does not see Industrial as viable or desirable at this location.



**P&Z**

**Recommendation:** P&Z held a public hearing on Oct. 5, 2020 and recommended approval of the proposed amendment.

**Recommendation:** Approve the first reading of Ordinance 2020-25 as presented.

**ORDINANCE NO. 2020-25**

**AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 BY ASSIGNING A FUTURE LAND USE DESIGNATION OF “RESIDENTIAL” AND “COMMERCIAL” FOR APPROXIMATELY 163 ACRES OF LAND OUT OF THE SARAH ANN GUEST SURVEY, ABSTRACT 1525 AS SHOWN IN EXHIBITS A; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, The Planning and Zoning Commission of the City of Burnet, on October 5, 2020, did conduct a public hearing for the purpose of taking public comment regarding the proposal to assigning a Future Land Use designation of “Residential” and Commercial for approximately 163 acres of land out of the Sarah Ann Guest Survey, Abstract 1525 as shown in Exhibit A; and

**WHEREAS**, The Planning and Zoning Commission in open deliberation found that applying Future Land Use designation of “Residential” and “Commercial” for approximately 163 acres of land out of the Sarah Ann Guest Survey, Abstract 1525 as shown in Exhibit A, consistent with existing development patterns in the area, and consistent with the best public interest; and

**WHEREAS**, The Planning and Zoning Commission did then, by a 5-0 vote of members present, recommended approval of assigning a Future Land Use designation of “Residential” and “Commercial” for approximately 163 acres of land out of the Sarah Ann Guest Survey, Abstract 1525 as shown in Exhibit A; and

**WHEREAS**, The City Council of the City of Burnet, on October 13, 2020 did conduct its own public hearing for the purpose of taking public comment regarding the proposal to assigning a Future Land Use designation of “Residential” and “Commercial” for approximately 163 acres of land out of the Sarah Ann Guest Survey, Abstract 1525 as shown in Exhibit A; and

**WHEREAS**, The City Council, based on due consideration of the Planning and Zoning Commission recommendation, as well as its own deliberations, did determine that assigning a Future Land Use designation of “Residential” and “Commercial” for approximately 163 acres of land out of the Sarah Ann Guest Survey, Abstract 1525 as shown in Exhibit A; to be consistent with existing development patterns in the area, and therefore consistent the public health, safety, morals, and the general welfare of the city and its present and future residents;

**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. Future Land Use Plan.** “Residential” and “Commercial” Future Land Uses are hereby assigned to approximately 163 acres of land out of the Sarah Ann Guest Survey, Abstract 1525 as shown in Exhibit A.

**Section 3. Repealer.** Other ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent that they are in conflict.

**Section 4. Severability.** Should any provisions of this ordinance be held void or unconstitutional, it is hereby provided that all other parts of the same which are not held void or unconstitutional shall remain in full force and effect.

**Section 5. Effective Date.** This ordinance shall become effective upon passage, adoption and publication as required by law.

**Section 6. Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was conducted in compliance with the Texas Open Meeting Act as modified by Executive Orders of the Governor of the State of Texas in response to the COVID-19 pandemic.

**PASSED AND APPROVED** on First Reading this 13<sup>th</sup> day of October 2020.

**FINALLY PASSED AND APPROVED** on this 27<sup>th</sup> day of October 2020.

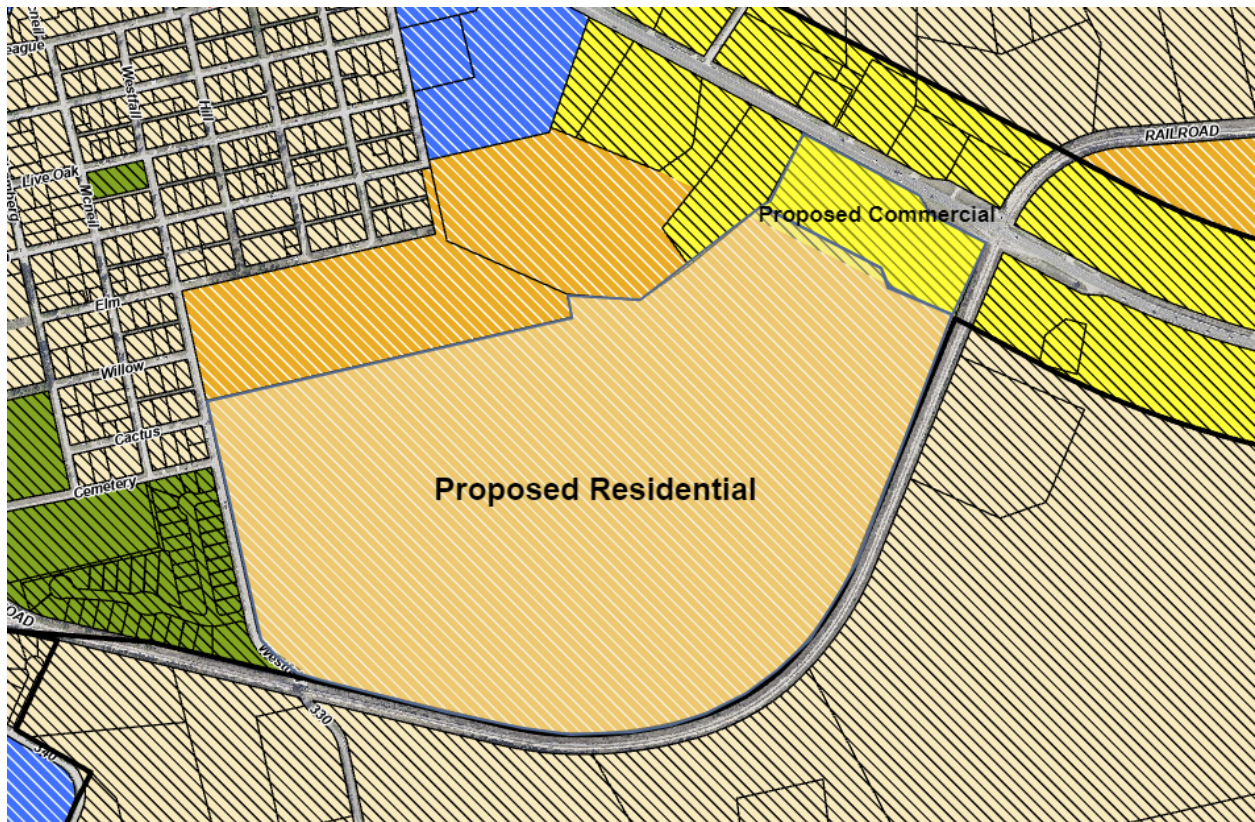
**CITY OF BURNET, TEXAS**

\_\_\_\_\_  
Crista Goble Bromley, Mayor






**ATTEST:**

\_\_\_\_\_  
Kelly Dix, City Secretary

**Exhibit “A”  
Proposed Future Land Use Map**



### Future Land Use Plan

-  Commercial
-  Residential
-  Government
-  Industrial
-  A - Agriculture



## Development Services

### ITEM 6.6

Jason Lutz  
Development Services  
(512) 715-3215  
jlutz@cityofburnet.com

## Agenda Item Brief

**Meeting Date:** October 13, 2020

**Agenda Item:** Discuss and consider action: FIRST READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 BY ASSIGNING HEAVY COMMERCIAL—DISTRICT "C-3", SINGLE-FAMILY RESIDENTIAL 1—DISTRICT "R-1", AND MULTI-FAMILY RESIDENTIAL—DISTRICT "R-3" DESIGNATIONS TO APPROXIMATELY 163 ACRES OF LAND OUT OF THE SARAH ANN GUEST SURVEY, ABSTRACT 1525, AS SHOWN AND FURTHER DESCRIBED IN EXHIBIT A; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: J. Lutz

**Background:** The subject property was rezoned from Single-family residential to Heavy commercial—District "C-3" and Light industrial—District "I-1" in 2010.

The applicant is requesting to rezone the property from Heavy commercial—District "C-3" and Light industrial—District "I-1" designations to Heavy commercial—District "C-3", Single-family residential 1—District "R-1", and Multi-family residential—District "R-3" designations.

The C-3 zoning change request is a small boundary change from what was approved in the 2010 rezoning.

The applicant is requesting to rezone the remaining approximate 150 acres from Light Industrial (I-1) to Single-family residential (R-1) for 126 acres and Multi-family residential (R-3) for the remaining 23 acres.

**Information:** The commercial tract will be developed based on market conditions, but the remaining R-1 and R-3 will be developed as a master planned community.

Recent development activity in the area has been trending towards single-family residential and staff expects that trend to continue. Currently most of the industrial activity has been focused in existing Industrial zones located near the airport, south of Aristokraft, and south of Industrial Dr. (west of the railroad).

**Staff Analysis:** The development of Single-family homes and zoning along Westfall and west of the railroad tracts has created a situation that calls for SF-1 to be developed adjacent to land that is designated for Industrial.

Staff expects the areas along Hwy 29 to develop with commercial uses, but with the expansion of single-family homes into the area, staff does not see Industrial as viable or desirable at this location (adjacent to single-family homes).

Staff has reviewed the proposed zoning request and looked at several factors such as Future Land Use Plan (FLUP), adjacent zoning/land uses, available utilities, and access.

FLUP: The City's Comprehensive Plan calls out this parcel as "Industrial". This zoning change request is not in line with the Comp Plan if the previous

agenda item (Comp Plan Amendment) is not approved, if approved the request will comply with the Future Land Use Plan.

**Adjacent Zoning/Land Uses:** The subject tract is surrounded by R-1 zoning to the north and west, C-3 to the north, and railroad tracks and ETJ property to the south and east.

Given the large amounts of new single-family being developed immediately adjacent to the existing industrial zone, the requested change would be a more compatible use.

**Available Utilities:** There are existing water and sewer lines that may be connected to in order to serve the property. Some upgrades to the existing infrastructure and additional electrical, water, and sewer utilities or relocation of existing utilities may be required, depending on the final site plan/layout of the property. Public Works has been involved in the requested zoning change via multiple pre-development meetings and have no major concerns regarding the requested zoning change.

**Access:** The applicant will construct additional streets to access the proposed multi-family and single-family developments. A TIA will most likely be required by TxDOT once the commercial sites begin to develop as the proposed commercial uses will drive the required improvements to Hwy 29. Additionally, a 36' wide street will be required to access the residential areas as the property's size will allow for the construction of more than 200 homes.

#### **P&Z**

**Recommendation:** P&Z held a public hearing on Oct. 5, 2020 and recommended approval of the requested zoning change.

**Recommendation:** Approve the first reading of Ordinance 2020-23 as presented.

## ORDINANCE NO. 2020-23

**AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 BY ASSIGNING HEAVY COMMERCIAL—DISTRICT "C-3", SINGLE-FAMILY RESIDENTIAL 1—DISTRICT "R-1", AND MULTI-FAMILY RESIDENTIAL—DISTRICT "R-3" DESIGNATIONS TO APPROXIMATELY 163 ACRES OF LAND OUT OF THE SARAH ANN GUEST SURVEY, ABSTRACT 1525, AS SHOWN AND FURTHER DESCRIBED IN EXHIBIT A; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, The Planning and Zoning Commission of the City of Burnet, on October 5, 2020, did conduct a public hearing for the purpose of taking public comment regarding the proposal to assign Heavy commercial—District "C-3", Single-family residential 1—District "R-1", and Multi-family residential—District "R-3" zoning to approximately 163 acres of land out of the Sarah Ann Guest Survey, Abstract 1525, as shown and further described in Exhibit A; and

**WHEREAS**, The Planning and Zoning Commission in open deliberation found that applying Heavy commercial—District "C-3", Single-family residential 1—District "R-1", and Multi-family residential—District "R-3" zoning to the subject property would be consistent with the City's Future Land Use Plan, consistent with existing development patterns in the area, and consistent with the best public interest; and

**WHEREAS**, The Planning and Zoning Commission did then, by a 5-0 vote of members present, recommend approval zoning said property to Heavy commercial—District "C-3", Single-family residential 1—District "R-1", and Multi-family residential—District "R-3"; and

**WHEREAS**, The City Council of the City of Burnet, on October 13, 2020 did conduct its own public hearing for the purpose of taking public comment regarding the proposal to assign Heavy commercial—District "C-3", Single-family residential 1—District "R-1", and Multi-family residential—District "R-3" zoning to said property; and

**WHEREAS**, The City Council, based on due consideration of the Planning and Zoning Commission recommendation, as well as its own deliberations, did determine that assigning Heavy commercial—District "C-3", Single-family residential 1—District "R-1", and Multi-family residential—District "R-3" zoning to the subject property to be consistent with Future Land Use Plan intent, and therefore consistent the public health, safety, morals, and the general welfare of the city and its present and future residents;

**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. Zoning Changed.** Heavy commercial—District "C-3", Single-family residential 1—District "R-1", and Multi-family residential—District "R-3" Zoning is hereby assigned to approximately 163 acres of land out of the Sarah Ann Guest Survey, Abstract 1525, as shown and further described in Exhibit A.

**Section 3. Repealer.** Other ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent that they are in conflict.

**Section 4. Severability.** Should any provisions of this ordinance be held void or unconstitutional, it is hereby provided that all other parts of the same which are not held void or unconstitutional shall remain in full force and effect.

**Section 5. Effective Date.** This ordinance is effective upon final passage and approval.

**Section 6. Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was conducted in compliance with the Texas Open Meeting Act as modified by Executive Orders of the Governor of the State of Texas in response to the COVID-19 pandemic.

**PASSED AND APPROVED** on First Reading this 13<sup>th</sup> day of October 2020.

**FINALLY PASSED AND APPROVED** on this 27<sup>th</sup> day of October 2020.

**CITY OF BURNET, TEXAS**

\_\_\_\_\_  
Crista Goble Bromley, Mayor

**ATTEST:**

\_\_\_\_\_  
Kelly Dix, City Secretary

**Exhibit "A"**  
**Metes & Bounds Description**  
**and Property Survey (Land Uses)**

**BEING A 162.61 ACRE TRACT OF LAND OUT OF THE SARAH ANN GUEST SURVEY NO. 1503, ABSTRACT NO. 1525 IN THE CITY OF BURNET, BURNET COUNTY, TEXAS, FURTHER BEING A PORTION OF THAT CALLED 184.63 ACRE TRACT DESCRIBED IN SPECIAL WARRANTY DEED TO CGG HOLDINGS III, LLC IN DOCUMENT NO. 201202604 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS. SAID 162.61 ACRES BEING MORE PARTICULARLY DESCRIBED BY SEPARATE METES & BOUNDS IN THREE (3) SEPARATE TRACTS FOR ZONING BOUNDARIES AS FOLLOWS:**

**PROPOSED R-1 TRACT (126.39ACRES)**

BEGINNING at a 1/2" iron rod found in the Eastern Right of Way line of Westfall Street (County Road 330) at the Southwest corner of Lot 1 of Westfall Village, Phase One, a subdivision of record in Document No. 202006989, Official Public Records of Burnet County, Texas, at the Northwest corner of a remnant of a tract of land originally called 184.63 acres in a Special Warranty Deed to CGG Holdings III, LLC, of



record in Document No. 201202604, Official Public Records of Burnet County, Texas, for the Northwest corner hereof;

THENCE N 76°15'27" E, with the Southern boundary line of said Westfall Village and the Southern boundary line of the Remainder of a tract of land called 21.97 acres in a Special Warranty Deed to Langley Homes, Inc, a distance of 1912.29 feet to a 1/2" iron rod found at the Southeast corner of said Langley tract and a reentrant corner hereof;

THENCE N 13°44'33" W, with the Eastern boundary line of said Langley tract and a western boundary line hereof, a distance of 120.06 feet to a 1/2" iron rod found in the Southern boundary line of a tract of land called 20.82 acres in aa Special Warranty Deed to Don R. Meredith and Donna Meredith of record in Document No. 201008727, Official Public Records of Burnet County, Texas, for a Northeast corner of said Langley tract, a Northwest corner of said remnant of 184.63 acre tract and a Northwest corner hereof;

THENCE with the Southern boundary line of said Meredith tract, the following two (2) courses and distances:

1. S 85°38'20" E, a distance of 369.96 feet to a 1/2" iron rod found for angle point hereof, and
2. N 54°31'25" E, a distance of 312.16 feet to a 1/2" iron rod found at the Southern corner of a tract of land called 5.76 acres in a General Warranty Deed to Airy Mount properties, LLC, of record in Document No. 201612066, Official Public Records of Burnet County, Texas, for angle point hereof;

THENCE N 49°50'36" E, with the Southeast boundary line of said Airy Mount tract, a distance of 404.07 feet to a 1/2" iron rod set with plastic cap stamped "CUPLIN" for the Northernmost corner hereof;

THENCE over and across said 184.63 acre tract and said 162.61 acre tract, the following five (5) courses and distances:

1. S 62°54'26" E, a distance of 589.32 feet to a calculated point in the Northern boundary line hereof for angle point of this tract,
2. S 36°21'17" E, a distance of 111.54 feet to a calculated point for an interior angle point hereof,
3. S 62°56'15" E, a distance of 34.70 feet to a calculated point at the Northwest corner of a 23.31 acre tract described herein to be zones R-3, for the Northernmost Northeast corner hereof,
4. S 37°57'36" W, a distance of 1522.88 feet to a calculated point at the Southwest corner of said R-3 tract, for a reentrant corner hereof, and
5. S 61°55'02" E, a distance of 871.16 feet to a calculated point lying in a curve to the Right, in the Western Right of Way line of the Capital Metro railroad, of record in Volume 911, Page 624, Deed Records of Burnet County, Texas, in the Eastern boundary line of said 184.63 acre tract, the Eastern boundary line of said 162.61 acre tract and the Southeast corner hereof;

THENCE along said curve to the right with radius 1859.76 feet, a delta angle of 08°15'54" , and a chord of 268.04 feet bearing S 35°21'45" W, an arc distance of 268.27 feet to a 1/2" iron rod found with plastic cap stamped RPLS 4452 for the Point of Compound Curvature of another curve to the Right;

THENCE with said compound curve to the right with radius 1095.98 feet, a delta angle of 29°20'05" , and a chord of 555.02 feet bearing S 54°09'23" W, an arc distance of 561.13 feet to a disturbed 1/2" iron rod found for the Point of Compound Curvature of another curve to the Right;

THENCE with said compound curve to the right with radius 1859.92 feet, a delta angle of 33°11'16" , and a chord of 1062.34 feet bearing S 85°25'19" W, an arc distance of 1077.33 feet to a 1/2" iron rod found for the Point of Tangency of same;

THENCE N 77°59'06" W, a distance of 1021.25 feet to a disturbed 1/2" iron rod found, at the intersection of the Northern Right of Way line of said railroad and the Northern Right of Way line of County Road 330, for an angle point hereof;

THENCE leaving said railroad Right of Way and along the Northern and Eastern Right of Way line of said County Road, the following three (3) courses and distances:

1. N 41°07'03" W, a distance of 33.14 feet to a 1/2" iron rod set with plastic cap stamped "CUPLIN" for an interior angle point hereof,
2. N 55°07'40" W, a distance of 278.58 feet to a calculated point for the Southwest corner hereof, and

3. N 13°44'33" W, a distance of 1268.14 feet to the POINT OF BEGINNING and calculated to contain 126.39 acres

**PROPOSED C-3 TRACT (12.91 ACRES)**

BEGINNING at a 1/2" iron rod found in the Southern Right of Way line of State Highway 29 at the Northeast corner of a tract of land called 5.76 acres in a General Warranty Deed to Airy Mount Properties, LLC, of record in Document No. 201612066, Official Public Records of Burnet County, Texas;

THENCE with the Southern Right of Way line of said Highway 29, the following three (3) courses and distances:

1. S 62°51'48" E, a distance of 661.39 feet to a disturbed concrete TxDot concrete monument found for angle point hereof,
2. S 36°18'54" E, a distance of 110.82 feet to a concrete TxDot concrete monument found for angle point hereof, and
3. S 62°59'26" E, a distance of 318.61 feet to a 1/2" iron rod found in the Western Right of Way line of the Capital Metro railroad, of record in Volume 911, Page 624, Deed Records of Burnet County, Texas, for the Northeast corner of said 184.63 acre tract, the Northeast corner of said 162.61 acre tract and the Northeast corner hereof;

THENCE S 21°05'21" W, along the Western Right of Way line of said railroad, the Eastern boundary line of said 184.63 acre tract and the Eastern boundary line of said 162.61 acre tract a distance of 503.00 feet to a 1/2" iron rod set with plastic cap stamped "CUPLIN" for the Northeast corner of a 23.31 acre tract described herein to be zoned R-3, for the Southeast corner hereof,

THENCE over and across said 184.63 acre tract and said 162.61 acre tract, the following three (3) courses and distances

1. N 62°56'15" W, at 454.23 feet passing a calculated point at the Northeast corner of said 126.39 acre tract to be zoned R-1 and the Northwest corner of said 23.31 acre tract to be zoned R-3, in all a distance of 488.93 feet to a calculated point for an angle point hereof,
2. N 36°21'17" W, a distance of 111.54 feet to a calculated point for an interior angle point hereof, and
3. N 62°54'26" W, a distance of 589.29 feet to a 1/2" iron rod set with plastic cap stamped "CUPLIN" in the Eastern boundary line of said Airy Mount Properties tract, for the Northernmost corner of a 126.39 acre tract to be zoned R-1, and the Southwest corner hereof;

THENCE along the Eastern boundary line of said Airy Mount Properties tract, the following two (2) courses and distances:

1. N 49°49'40" E, a distance of 106.08 feet to a cotton spindle found for angle point hereof, and
2. N 27°50'45" E, a distance of 402.49 feet to the POINT OF BEGINNING and calculated to contain 12.91 acres.

**PROPOSED R-3 TRACT (23.31 ACRES)**

COMMENCING at a 1/2" iron rod found at the intersection of the Southern Right of Way line of State Highway 29 and the Western Right of Way line of the Capital Metro railroad, of record in Volume 911, Page 624, Deed Records of Burnet County, Texas;

THENCE S 21°05'21" W, along the Western Right of Way line of said railroad, the Eastern boundary line of said 184.63 acre tract and the Eastern boundary line of said 162.61 acre tract a distance of 503.00 feet to a 1/2" iron rod set with plastic cap stamped "CUPLIN" for the Northeast corner and true POINT OF BEGINNING hereof,

THENCE S 21°05'21" W, a distance of 1189.02 feet to a disturbed 1/2" iron rod found at the Point of Curvature of a curve to the Right;

THENCE along said curve to the right with radius 1859.76 feet, a delta angle of 10°07'51" , and a chord of 328.41 feet bearing S 26°09'53" W, an arc distance of 328.84 feet to a calculated point at the Southeast corner of a 126.39 acre tract to be zoned R-1, and the Southeast corner hereof;

THENCE over and across said 184.63 acre tract and said 162.61 acre tract the following three (3) courses and distances:

1. N 61°55'02" W, a distance of 871.16 feet to a calculated point for the Southwest corner hereof,
2. N 37°57'36" E, a distance of 1522.88 feet to a calculated point at the Northeast corner of said  
126.39 acre tract for the Northwest corner hereof, and
3. S 62°56'15" E, a distance of 454.23 feet to the POINT OF BEGINNING and calculated to contain  
23.31 acres.

**NOTE:**

*A Plat of Survey of even date was prepared and is intended to accompany the above described tract of land. Bearings are based on North American Datum of 1983, Texas Central Zone.*

I HEREBY CERTIFY EXCLUSIVELY TO ATTORNEY'S ABSTRACT COMPANY AND DILLARD DEVELOPMENT & CONSULTING, LLC, THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION. CUPLIN & ASSOCIATES, INC. ACCEPTS NO RESPONSIBILITY FOR THE USE OF THIS SURVEY BY ANYONE OTHER THAN THE ABOVE REFERENCED PARTIES HEREBY CERTIFIED TO FOR THIS SPECIFIC TRANSACTION ONLY. COPYRIGHT 2020, CUPLIN & ASSOCIATES, INC. ©.

  
**Dated: 9/25/2020**  
Danny J. Stark, Registered Professional Land Surveyor No. 5602





## Development Services

### ITEM 6.7

Jason Lutz  
Development Services  
(512) 715-3215  
jlutz@cityofburnet.com

### Agenda Item Brief

**Meeting Date:** October 13, 2020

**Agenda Item:** Discuss and consider action: FIRST READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 BY ASSIGNING MULTI-FAMILY RESIDENTIAL—DISTRICT "R-3" TO THAT PROPERTY DESCRIBED AS LOT 2B, BLOCK 38, AND LOTS 2 & 3, BLOCK 37 OF THE ALEXANDER ADDITION SUBDIVISION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: J. Lutz

**Background:** The property is located at the west side of S. Rhomberg, in the 700 & 800 blocks, between Pecan and Willow St. This location is an undeveloped property consisting of three lots and portions of Elm St. and Silver St. that were previously abandoned by the City. There is a sewer main located in the old Elm St. rights-of-way and the City has retained an easement for this line.

**Information:** The applicant is requesting the re-zoning in order to construct a multi-family facility consisting of Townhome type structures and a traditional apartment complex.

The property is an approximately 3.784 acres currently zoned Duplex (R-2), which would allow up to 36 units to be constructed on the site.

Under the requested Multi-family (R-3) zoning the applicant would be permitted up to 75 units, notwithstanding setbacks, impervious cover, landscaping, detention, water quality areas, and parking requirements.

**Staff Analysis:** Staff has reviewed the proposed zoning request and looked at several factors such as Future Land Use Plan (FLUP), adjacent zoning/land uses, available utilities, and access.

FLUP: The City's Comprehensive Plan calls out this parcel as "Residential". While the comp plan does not differentiate between residential types or intensities of land uses, the requested zoning is in line with the Future Land Use Plan (see Exhibit B below).

Adjacent Zoning/Land Uses: The subject tract is surrounded by R-1 zoning to the west and east, R-1 and R-2 to the north, and C-2 (Cemetery) to the south.

Available Utilities: There are existing water and sewer lines that serve the property and have adequate capacity to serve the proposed development. Some changes or relocation of some utilities may be required, depending on the final site plan/layout of the property. Public Works has been involved in the requested zoning change via multiple pre-development meetings and have no concerns regarding the requested zoning change.

Access: No additional streets will be required and the existing road network is sufficient to handle the additional traffic demands.

**P&Z**

**Recommendation:** P&Z held a public hearing on Oct. 5, 2020 and recommended approval of the request.

**Recommendation:** Approve the first reading of Ordinance 2020-24 as presented.

## **ORDINANCE NO. 2020-24**

### **AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 BY ASSIGNING MULTI-FAMILY RESIDENTIAL—DISTRICT "R-3" TO THAT PROPERTY DESCRIBED AS LOT 2B, BLOCK 38, AND LOTS 2 & 3, BLOCK 37 OF THE ALEXANDER ADDITION SUBDIVISION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, The Planning and Zoning Commission of the City of Burnet, on October 5, 2020, did conduct a public hearing for the purpose of taking public comment regarding the proposal to assign Multi-family Residential – District “R-3” zoning to the property described as Lot 2B, Block 38, and Lots 2 & 3, Block 37 of the Alexander Addition Subdivision; and

**WHEREAS**, The Planning and Zoning Commission in open deliberation found that applying Multi-family Residential – District “R-3” zoning to the subject property would be consistent with the City’s Future Land Use Plan, consistent with existing development patterns in the area, and consistent with the best public interest; and

**WHEREAS**, The Planning and Zoning Commission did then, by a 5-0 vote of members present, recommend approval zoning said property to Multi-family Residential – District “R-3”; and

**WHEREAS**, The City Council of the City of Burnet, on October 13, 2020 did conduct its own public hearing for the purpose of taking public comment regarding the proposal to assign Multi-family Residential – District “R-3” zoning to said property; and

**WHEREAS**, The City Council, based on due consideration of the Planning and Zoning Commission recommendation, as well as its own deliberations, did determine that assigning Multi-family Residential – District “R-3” zoning to the subject property to be consistent with Future Land Use Plan intent, and therefore consistent the public health, safety, morals, and the general welfare of the city and its present and future residents;

**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. Zoning Changed.** Multi-family Residential – District “R-3” Zoning is hereby assigned to Lot 2B, Block 38, and Lots 2 & 3, Block 37 of the Alexander Addition Subdivision, as shown in Exhibit A.

**Section 3. Repealer.** Other ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent that they are in conflict.

**Section 4. Severability.** Should any provisions of this ordinance be held void or unconstitutional, it is hereby provided that all other parts of the same which are not held void or unconstitutional shall remain in full force and effect.

**Section 5. Effective Date.** This ordinance is effective upon final passage and approval.

**Section 6. Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was conducted in compliance with the Texas Open Meeting Act as modified by Executive Orders of the Governor of the State of Texas in response to the COVID-19 pandemic.

**PASSED AND APPROVED** on First Reading this 13<sup>th</sup> day of October 2020.

**FINALLY PASSED AND APPROVED** on this 27<sup>th</sup> day of October 2020.

**CITY OF BURNET, TEXAS**

\_\_\_\_\_  
Crista Goble Bromley, Mayor

**ATTEST:**

\_\_\_\_\_  
Kelly Dix, City Secretary



**Exhibit "A"**  
**Location & Current Zoning Map**

