



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 **9th day of February, 2021** 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:

A Zoom Webinar with toll free conference call capability has been established as well, for access as follows:

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

<https://us02web.zoom.us/j/88003461917?pwd=bE5mSWhidENXWmV4aU5lemxEenU1UT09>

Or Go to: www.zoom.us

Enter Webinar ID when prompted: 880 0346 1917#

Enter Password when prompted: 507261 #

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: 880 0346 1917#

Enter Password when prompted: 507261 #

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. REPORTS/SPECIAL PRESENTATIONS: None.

1.1) 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.

2. CONSENT AGENDA ITEMS:

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

2.1) Approval of the January 26, 2021 Regular City Council Meeting minutes

3. PUBLIC HEARING:

3.1) Public Hearing: The City Council of the City of Burnet shall conduct a public hearing to receive public testimony and comments on the merits of a request to rezone approximately 6.56 acres of land from its current designation of Medium Commercial—District "C-2" to a designation of Heavy Commercial—District "C-3" for property located at 2435 W. Hwy 29: H. Erkan, Jr.

3.2) Public Hearing: The City Council of the City of Burnet shall conduct a public hearing to receive public testimony and comments on the merits of a proposed "Preliminary Plat" for approximately 44.64 acres out of the Sarah Ann Guest Survey, Abstract 1525, generally located south of Hwy. 29, east of Westfall St., and west of the Railroad track. The proposed "Preliminary Plat" will establish Creekfall Subdivision, Phases 1 and 2, consisting of approximately 135 residential lots: H. Erkan, Jr.

4. ACTION ITEMS:

4.1) 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

4.2) Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET AMENDING THE CODE OF ORDINANCES BY ESTABLISHING A NEW CHAPTER 21 (ENTITLED "SIGN REGULATIONS AND STANDARDS") AND RECODIFYING THE EXISTING SIGN REGULATIONS AND STANDARDS FROM SECTION 118-63 TO CHAPTER 21; PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, CORRELATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: H. Erkan

4.3) Discuss and consider action: Award of Burnet Municipal Golf Course Irrigation Controllers Request For Proposal (RFP) 2021-001 bid: T. Nash

4.4) Discuss and consider action: : A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING AN INTERLOCAL AGREEMENT WITH BURNET COUNTY FOR MAINTENANCE AND REPAIR OF CITY STREETS FOR THE CURRENT FISCAL YEAR: G. Courtney

4.5) Discuss and consider action: Approve and authorize the City Manager to execute an Associate Club Membership Agreement with the Texas Golf Association: D. Vaughn

4.6) Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY DESCRIBED AS 2435 W. HIGHWAY 29 (LEGAL DESCRIPTION: 6.56 ACRE TRACT, JOHN HAMILTON SURVEY NO. 1, ABSTRACT 405) WITH HEAVY COMMERCIAL – DISTRICT “C-3” ZONING CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: H. Erkan, Jr.

4.7) Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AMENDING SECTION 74-38 GOLF COURSE RATES, SECTION 74-39 DELAWARE SPRINGS PAVILION RENTAL RATES AND REGULATIONS AND SECTION 74-40 ADMINISTRATIVE RULES OF THE CITY OF BURNET CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY AND OPEN MEETINGS CLAUSES; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OTHER RELATED MATTERS: D. Vaughn

4.8) Discuss and consider action: Direction to Staff pertaining to repairs at the Burnet Municipal Airport, Hangar D: D. Vaughn

4.9) Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET AMENDING THE CODE OF ORDINANCES CHAPTER 21 (ENTITLED “SIGN REGULATIONS AND STANDARDS”) BY INCREASING THE ALLOWABLE MESSAGE AREA FOR WALL SIGNS IN COMMERCIAL ZONING DISTRICTS AND AREAS; PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, CORRELATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: H. Erkan

4.10) Discuss and consider action: Authorize the City Manager to negotiate and enter into an agreement for short-term use of the central fire station by Careflight for living quarters: D. Vaughn

5. 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.

6. ADJOURN:

Dated this the 5th day of February, 2021

**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 February 5, 2021 at or before 6 o'clock p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

Kelly Dix, City Secretary

NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS:

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

RIGHT TO ENTER INTO EXECUTIVE SESSION:

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

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

On this the 26th day of January 2021, the City Council of the City of Burnet, TX convened in Regular Session, 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 toll-free conference line was also established for access via Zoom by calling 888-475-4499 Password 843278; the following subjects were discussed, to-wit:

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

Guests: Habib Erkan (present in Chambers) Kelli Sames, Sid Fuller, Mark Ingram, Gene Courtney, Adrienne Feild, Patricia Langford, Alan Burdell, Jason Lutz, Anthony Miller, Mark Miller (attended via zoom)

CALL TO ORDER: The meeting was called to order by Mayor Bromley, at 6:01 p.m.

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

REPORTS/SPECIAL PRESENTATIONS:

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.

First Quarter FY 2021 Financial Report: P. Langford: Director of Finance Patricia Langford reviewed the 1st Quarter financial reports for Fiscal Year 2020/2021. Ms. Langford stated sales tax revenue is still reporting strong and that all funds are tracking with budget at this time.

Police Department Traffic Stop Data Report S. Fuller: Interim Police Chief Sid Fuller presented reviewed the newly revised Burnet Police Department Traffic Stop Data Report with Council and provided comparisons from previous years.

Haley Nelson Amphitheatre Canopy Report: G. Courtney: Director of Public Works, Gene Courtney provided Council with a report on the need to replace the canopy on the Haley Nelson Amphitheatre.

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 January 12th, 2020 Regular City Council Meeting Minutes: Council Member Mary Jane Shanes moved to approve the consent agenda as presented. Council Member Philip Thurman 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: None.

ACTION ITEMS:

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: Fire Chief Mark Ingram informed all present that there are currently 187 active cases and 22 fatalities and hospitals are at capacity. Chief Ingram also informed Council that the plan for the immunization distribution is still pending approval and that the City is ready to begin once the plan is approved by the State and immunizations are received. The plan is to administer 1000 immunizations a week if approved and supplied.

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS ADOPTING THE BURNET ZONING MAP IN ITS

ENTIRETY AS CURRENTLY PUBLISHED; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: J. Lutz: Council Member Paul Farmer moved to approve and adopt Ordinance 2021-01 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.

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-09 BY ASSIGNING A FUTURE LAND USE DESIGNATION OF “RESIDENTIAL” FOR APPROXIMATELY TWO ACRES OF LAND LOCATED IN THE 700 BLOCK OF WHITE ST. (SOUTH SIDE OF STREET) BETWEEN RHOMBERG AND SHEPPERD STREETS., AS SHOWN IN EXHIBIT A; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: J. Lutz: Council Member Danny Lester moved to approve and adopt Ordinance 2021-02 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: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2012-06 BY ASSIGNING MULTI-FAMILY RESIDENTIAL—DISTRICT "R-3", DESIGNATIONS TO APPROXIMATELY TWO ACRES OF LAND LOCATED IN THE 700 BLOCK OF WHITE ST. (SOUTH SIDE OF STREET) BETWEEN RHOMBERG AND SHEPPERD STREETS., AS SHOWN IN EXHIBIT A.; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: J. Lutz: Council Member Tres Clinton moved to approve and adopt Ordinance 2021-03 as presented. Council Member Cindia Talamantez 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: Appointment of staff member position to the Burnet Economic Development Corporation (BEDC) Board of Directors: D. Vaughn: Council Member Philip Thurman moved to appoint Assistant City Manager Habib Erkan to the Burnet Economic Development Corporation Board of Directors to replace the vacated staff position created by the resignation of Jason Lutz, Director of Development Services. Council Member Paul Farmer 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: Direction to staff on “AMENDING THE SIGN REGULATIONS TO AUTHORIZE AN INCREASE IN THE MAXIMUM COPY AREA FOR COMMERCIAL WALL SIGNS AREA”: H. Erkan: Assistant City Manager Habib Erkan presented several options for an increase in the maximum copy area for commercial wall signs. Council Member Danny Lester moved to authorize staff to move forward with preparation of an ordinance, based on discussion by Council, for Council consideration. 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: A RESOLUTION ADOPTING THE CITY OF BURNET, TX, INVESTMENT POLICY AND NAMING THE INVESTMENT OFFICERS: P. Langford: Council Member Mary Jane Shanes moved to approve Resolution R2021-04 as presented Council Member Danny Lester 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: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET AMENDING THE CODE OF ORDINANCES BY ESTABLISHING A NEW CHAPTER 21 (ENTITLED “SIGN REGULATIONS AND STANDARDS”) AND RECODIFYING THE EXISTING SIGN REGULATIONS AND STANDARDS FROM SECTION 118-63 TO CHAPTER 21; PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, CORRELATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: H. Erkan: Council Member Danny Lester moved to approve the first reading of Ordinance 2021-04 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.

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. None.

ADJOURN: There being no further business a motion to adjourn was made by Council Member Mary Janes Shanes at 7:11 p.m., seconded by Council Member Danny Lester. The motion carried unanimously.

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary



Development Services

ITEM 3.1

Habib Erkan, Jr.
Development Services
(512) 715-3215
herkan@cityofburnet.com

Agenda Item Brief

Meeting Date: February 9, 2021

Agenda Item: Public Hearing: The City Council of the City of Burnet shall conduct a public hearing to receive public testimony and comments on the merits of a request to rezone approximately 6.56 acres of land from its current designation of Medium Commercial—District "C-2" to a designation of Heavy Commercial—District "C-3" for property located at 2435 W. Hwy 29: H. Erkan, Jr.

Current Zoning: Medium commercial—District "C-2"

Request Zoning: Heavy commercial – District "C-3"

Project: RV park.

Staff Analysis: The Property has access from Texas Highway 29. Property immediately to the east and west are zoned "C-2"; property immediately to the north is zoned "C-3"; and property to the south is in the extraterritorial jurisdiction. Currently there are no utilities (water or sewer) in place to serve the property; and the closest water main is located approximately 550 ft to the west.

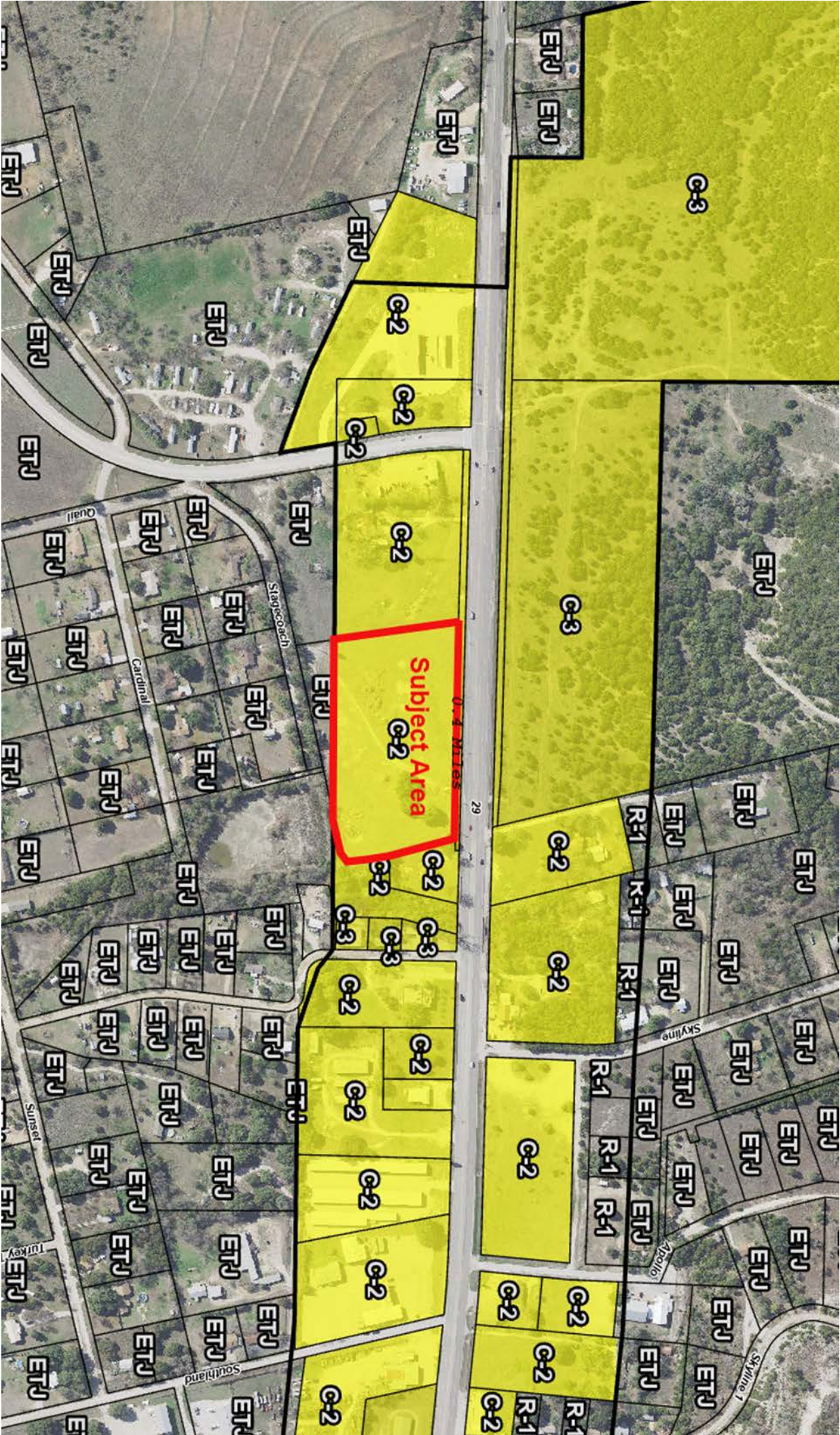
The property is designated on the Future Land Use Plan as commercial; therefore, no revision to the Plan is required to grant this request.

15 notices were sent to surrounding property owners. Staff received one opposition by email from an owner of property in the extraterritorial jurisdiction opposed to the zoning change.

P&Z Report: The commission recommends approval of the "C-3" zoning by a vote of 4 in favor, one opposed.

Recommendation: Open public hearing.

Exhibit A – Location Map





Development Services

ITEM 3.1

Habib Erkan, Jr.
Development Services
(512) 715-3215
herkan@cityofburnet.com

Agenda Item Brief

Meeting Date: February 9, 2021

Agenda Item: Public Hearing: The City Council of the City of Burnet shall conduct a public hearing to receive public testimony and comments on the merits of a proposed "Preliminary Plat" for approximately 44.64 acres out of the Sarah Ann Guest Survey, Abstract 1525, generally located south of Hwy. 29, east of Westfall St., and west of the Railroad track. The proposed "Preliminary Plat" will establish Creekfall Subdivision, Phases 1 and 2, consisting of approximately 135 residential lots: H. Erkan, Jr.

Extension Request: The applicant has requested a 30 day extension before the commission and council take action on this preliminary plat application. The extension is necessary to allow the applicant time to address traffic impact analysis issues with TxDOT and staff comments. Notice of this public hearing was published before the extension request was received by staff.

Current Zoning: The subject property Single-family residential 1—District "R-1".

The Plat Application: The proposed plat will establish Phases I and II of the Creekfall Subdivision. This subdivision will consist of 135 residential lots and 2 drainage/water quality lots. The proposed minimum lot frontage is 60' meeting code requirements.

Available Utilities: Water and sewer lines are available to serve the property.

- some improvements to the existing infrastructure and additional electrical, water, and sewer utilities or relocation of existing utilities required; and
- infrastructure and off-site improvements shall be addressed in the Construction Plan Process, upon approval of the preliminary plat

Access: An additional street shall be required to provide access to the proposed multi-family and single-family developments. The subdivision will access the site via Hwy 29 through a 36' wide street and have a secondary means of access off Westfall Street.

TxDOT controls access to Hwy 29 and it is understood a traffic impact analysis will be required.

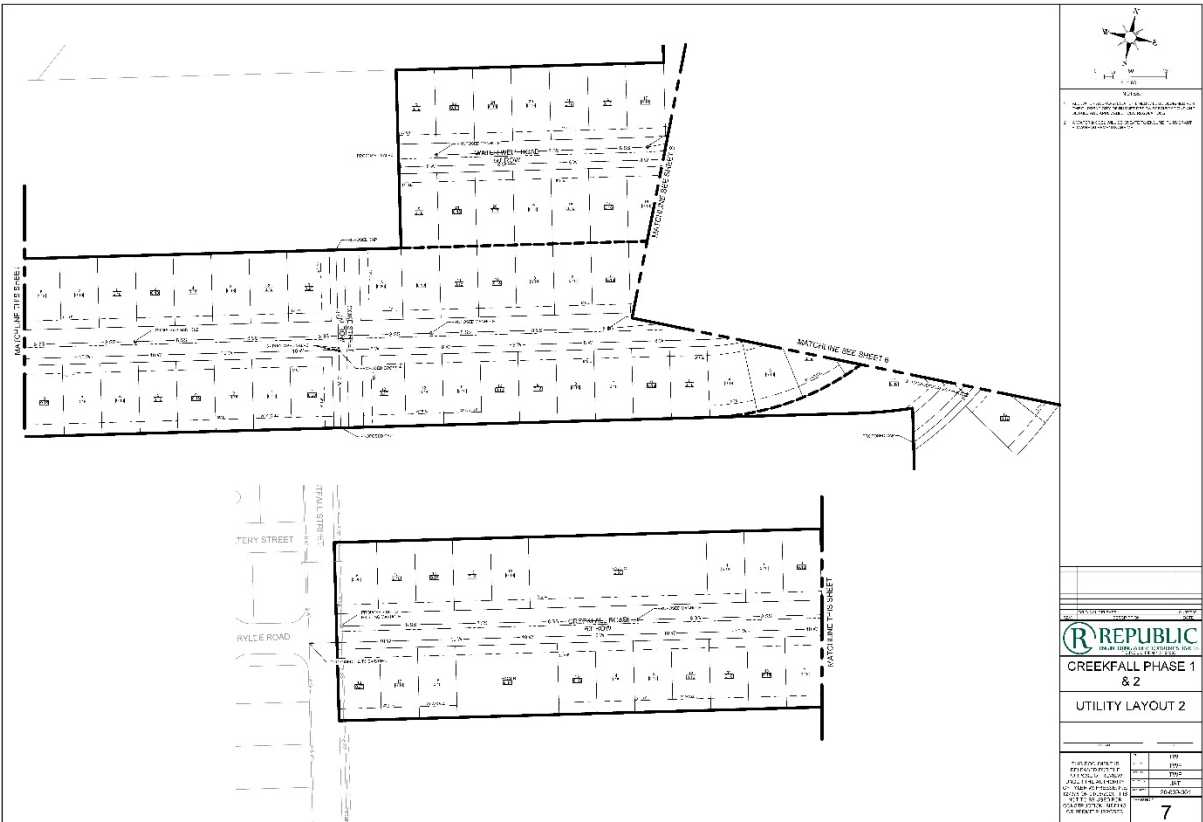
Coke St. Extension: This plat proposes one side of Coke Street be located within the subdivision. This may provide an opportunity to extend the existing segment of Coke St. to the north. The applicant has asked to coordinate with the developer of the neighboring subdivision.

P&Z Report: P&Z conducted the scheduled public hearing and tabled the action item until the meeting scheduled on March 1, 2020.

Public Hearing: Open the public hearing.

Exhibit “A”

Proposed Preliminary Plat



The first two studies were conducted in the United States, and the third was conducted in the United Kingdom. The first study was a cross-sectional survey of 1,000 U.S. adults, and the second was a longitudinal survey of 1,000 U.S. adults. The third study was a cross-sectional survey of 1,000 U.K. adults. The first two studies were conducted in the United States, and the third was conducted in the United Kingdom. The first study was a cross-sectional survey of 1,000 U.S. adults, and the second was a longitudinal survey of 1,000 U.S. adults. The third study was a cross-sectional survey of 1,000 U.K. adults.

1	NO. OF LOTS TO BE SAVED	FILE NO.
2	DATE OF SALE	DATE

REPUBLIC

ENGINEERING & DEVELOPMENT SERVICES

3181 E. HARRIS AVE. SUITE 203

CREEKDALE PHASE 1 & 2

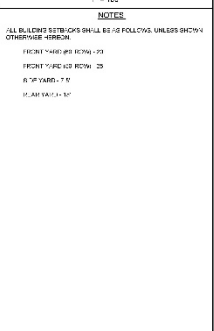
PRELIMINARY PLAT 3

NOTES

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF THE UTAH DEPARTMENT OF HERITAGE AND ARTS. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

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3

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Administration

ITEM 4.2

Habib Erkan
Assistant City Manager
512-715-3201
herkan@cityofburnet.com

Agenda Item Brief

Meeting Date: February 9, 2021

Agenda Item: Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET AMENDING THE CODE OF ORDINANCES BY ESTABLISHING A NEW CHAPTER 21 (ENTITLED "SIGN REGULATIONS AND STANDARDS") AND RECODIFYING THE EXISTING SIGN REGULATIONS AND STANDARDS FROM SECTION 118-63 TO CHAPTER 21; PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, CORRELATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: H. Erkan

Background: Pursuant to Texas Local Government Code Chapter 216 the City, as a home rule municipality, is authorized to license, regulate, control, or prohibit the erection of signs or billboards by charter or ordinance within its corporate limits and extraterritorial jurisdiction. However, the City's current sign regulations are found in Chapter 118, which addresses zoning. As zoning is not applicable in the City's extraterritorial jurisdiction this Ordinance recodifies the City's existing sign regulations in Chapter 21.

Information: This Ordinance makes no substantive changes to the existing sign regulations. This ordinance does recodify the existing regulations in a chapter dedicated to exclusively to sign regulations.

There have been no changes to Ordinance 2021-04 since the first reading on January 26, 2021.

Fiscal Impact

The only financial impact is the cost to have the sign regulations recodified in the code of ordinance published on Municode's website.

Recommendation:

Approve and adopt ordinance 2021-04 as presented.

ORDINANCE NO. 2021-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET AMENDING THE CODE OF ORDINANCES BY ESTABLISHING A NEW CHAPTER 21 (ENTITLED “SIGN REGULATIONS AND STANDARDS”) AND RECODIFYING THE EXISTING SIGN REGULATIONS AND STANDARDS FROM SECTION 118-63 TO CHAPTER 21; PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, CORRELATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City is authorized to license, regulate, control or prohibit the erection of signs and billboards within its corporate boundaries and its extraterritorial jurisdiction pursuant to Texas Local Government Code Section 216.901(a), its inherent power and authority as a home rule municipality, and the constitution and laws of this state; and

WHEREAS, the City’s most recent invocation of such authority is memorialized by passage of Ordinance No. 2012-06 on February 28, 2012; and

WHEREAS, the regulations adopted by passage of Ordinance No. 2012-06 are codified in Chapter 118 (entitled “Zoning”); and

WHEREAS, by passage of this Ordinance City Council desires to establish a stand-alone chapter devoted to the regulation and standards of signs within the City’s corporate boundaries and extraterritorial jurisdiction

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

Section one. Chapter established. The Code of Ordinances of the City of Burnet is hereby amended by the establishment of Chapter 21, which shall be entitled “sign regulations and standards.”

Section two. Code Amendment. The Code of Ordinances of the City of Burnet is hereby amended by recodifying Section 118-63 (entitled “sign regulations and standards”) as Chapter 21, with minor non-substantive textural revision as reflected in **Exhibit “A”**, which is attached hereto and incorporated herein for all purposes.

Section three. Code Amendment. The Code of Ordinances of the City of Burnet is hereby amended by designating Section 118-63 as “reserved.”

Section four. Correlative. Any reference in the Code of Ordinance to Section 118-63, shall now be construed to refer to Chapter 21; and any reference to a subsection of Section 118-63 shall now be construed to refer to the subsection in Chapter 21 with a subsection title that corresponds to the title of the subsection in Section 118-63.

Section five. Prior actions not affected. Nothing in this ordinance shall affect the rights, obligations, event offense, or act committed pursuant to Section 118-63 before the adoption of this ordinance.

Section six. Findings. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

Section seven. Penalty. A violation of this ordinance is unlawful and subject to penalty as prescribed in City Code of Ordinances Sec. 1-6 (entitled "*general penalty*").

Section eight. Cumulative. This ordinance shall be cumulative of all provisions of all ordinances and codes, or parts thereof, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event section five shall apply.

Section nine. Repealer. All ordinances and codes, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

Section ten. Severability. Pursuant to Code of Ordinances of the City of Burnet, Section 1-7, if any provision, section, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid or unenforceable, the validity of the remaining portions of this Ordinance or its application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the city council in adopting, and of the mayor in approving this Ordinance, that no portion of this Ordinance, or provision or regulation contained in this Ordinance, shall become inoperative or fall by reason of any unconstitutionality or invalidity of any other portion, provision or regulation.

Section eleven. TOMA Compliance. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code; as suspended, or otherwise modified, by executive orders of the governor of this state in response to the COVID-19 pandemic.

Section twelve. Publication. The publishers of the City Code of Ordinances are authorized to amend said Code to reflect the changes adopted herein and to correct typographical errors and to format and number paragraphs to conform to the existing Code.

Section thirteen. Notice. The City Secretary is hereby directed to publish notice of this Ordinance, as required by Section 3.14 of the City Charter and the laws of the State of Texas.

Section fourteen. Effective Date. This Ordinance shall be effective upon the date of final adoption hereof and publication as required by law.

Passed on first reading on the 26th day of January, 2021

Passed and Adopted on the 9th day of February, 2021

CITY OF BURNET

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

Chapter 21. Sign regulations and standards.

Article 1. General.

Sec. 21.01 Purpose, scope and definitions.

- (a) *Purpose.* The objectives of this section are to promote the health, safety, welfare, convenience, communication and the landscape quality of the public. The sections, provisions and regulations set forth in this chapter shall apply to the control, use, installation, regulation, licensing and permitting of signs within the city and its extra-territorial jurisdiction (ETJ). It is the intent of this chapter to provide comprehensive regulations applicable to signs placed, installed or maintained within the city and its ETJ; provided that this chapter shall not be construed, applied, interpreted nor enforced in a manner to violate the first amendment rights of any person, and the building official shall seek the advice and recommendation of the city attorney prior to taking any action to enforce any provision of this chapter with respect to any non-commercial sign or speech by any person. This section shall further be interpreted and applied to accomplish the following purposes:
- (1) *Safety.* The purpose of this section is to provide for the public safety by requiring that:
- (A) No hazard is created due to collapse, wind, fire, collision, decay or abandonment;
 - (B) No obstruction is created to fire fighting and police surveillance; and
 - (C) No traffic hazard is created by confusing or distracting motorists, or by impairing the driver's ability to see pedestrians, obstacles, or other vehicles, or to read the traffic signs.
- (b) *Communications.* The purpose of this section is to promote the efficient transfer of information in sign messages by providing that:
- (1) Businesses and services may identify themselves;
 - (2) Customers and other persons may locate a business or service; and;
 - (3) Persons exposed to signs are not overwhelmed by the number of messages presented, and are able to exercise freedom of choice to observe or ignore said messages, according to the observer's purpose.
- (c) *Landscape quality and preservation.* A purpose of this chapter is to enhance the appearance and economic value of the landscape, by providing signs that:

- (1) Do not interfere with scenic views;
 - (2) Do not create a nuisance to persons using the public right-of-ways;
 - (2) Do not constitute a nuisance to occupancy of adjacent and contiguous property by their brightness, size, height, or movement;
 - (4) Are not detrimental to land or property value;
 - (5) Contribute to the special character of particular areas or districts within the city, helping the observer to understand the city and orient oneself within it; and
 - (6) Maintain and enhance the aesthetic environment and the city's ability to attract sources of economic development and growth.
- (d) *General provisions.* All signs erected or maintained pursuant to the provisions of this chapter shall be erected and maintained in compliance with all applicable federal, state, and local laws and regulations, the building code, electrical code and other applicable ordinances of the city. In the event of conflict between this chapter and other laws, the most restrictive standard applies.
- (e) *General policy.* No person, firm or corporation shall erect, construct, affix, paint, change copy, alter or relocate any sign, without first having obtained a sign permit issued by the city. A separate permit shall be required for each sign; or, in the case where a signage plan has been approved, a single permit may be issued for all signs indicated by the plan.

21.02 Definitions.

For the purpose of this Code, certain terms, phrases, words and their derivatives shall be construed as specified in this chapter or as specified in the building code. Where terms are not defined, they shall have their ordinarily accepted meanings within the context in which they are used. Words in the singular include the plural and the plural the singular.

Abandoned sign. An on or off-premises sign which no longer correctly directs or exhorts any person, advertises a bona fide business, lessor, owner, product or activity conducted or product available on or off the premises where the sign is displayed.

Approved plastic materials. See "Plastic materials, approved".

Billboard. Any outdoor advertising sign, display, light, device, figure, painting, drawing, message, plaque, placard, poster, billboard, logo or symbol or other thing which is designed, intended, or used to advertise or inform, if any part of the advertising or information contents are visible from the main-traveled way of a regulated highway or any public right-of-way. (V.T.C.A. Transportation Code ch. 394)

Building code. The 2003 International Building Code promulgated by the International Code Council.

Building official. The officer or other designated authority charged with the administration and enforcement of the building code.

Combination sign. A sign incorporating any combination of the features of pole, projecting and roof signs.

Curb line. The line at the face of the curb nearest to the street or roadway. In the absence of a curb, the curb line shall be established by the building official. See "Legal setback line."

Display surface. The area made available by the sign structure for the purpose of displaying the advertising message.

Directional sign. Any sign which serves solely to designate the location or direction of any place or area.

Electric sign. Any sign where electrical wiring and/or lighting is incorporated into the sign or sign structure.

Fin sign. A sign that is supported wholly by a one-story building of an open-air business or by poles placed in the ground or partly by such a pole or poles and partly by a building or structure.

Ground sign. A billboard or similar type of sign that is supported by one or more uprights, poles or braces in or upon the ground other than a combination sign, fin sign or pole sign, as defined by this section.

ICC standards. Those standards published in the adopted 2003 International Building Code, promulgated by the International Code Council, as adopted by this jurisdiction.

Legal setback line. A line established by ordinance beyond which a building may not be built. A legal setback line may be a property line.

Marquee. A permanent roofed structure attached to and supported by the building and projecting over public property.

Noncombustible. As applied to building construction material means a material which, in the form in which it is used, is either one of the following:

- (1) Material of which no part will ignite and burn when subjected to fire.
- (2) Material having a structural base of noncombustible material as defined in subsection (1) above, with a surfacing material not over 12/8" thick which has a flame-spread rating of 50 or less.

Nonstructural trim. The molding, battens, caps, nailing strips, latticing, cutouts or letters and walkways which are attached to the sign structure.

Off-premises sign. A sign displaying advertising that pertains to a business, person, organization, activity, event, place, service or product not principally located or primarily manufactured or sold on the premises on which the sign is located.

On-premises sign. A sign identifying or advertising a business, person, or activity and installed and maintained on the same premises as the business, person or activity.

Plastic materials, approved. Those having a self-ignition temperature of 650°F or greater and a smoke-density rating not greater than 450 when tested in accordance with the adopted building code. Approved plastics shall be classified and shall meet the requirements for either CC1 or CC2 plastic.

Pole sign. A sign wholly supported by a sign structure in the ground.

Portable display surface. A display surface temporarily fixed to a standardized advertising structure which is regularly moved from structure to structure at periodic intervals.

Projecting sign. A sign, other than a wall sign, which projects from and is supported by a wall of a building or structure.

Projection. The distance by which a sign extends over public property or beyond the building line.

Roof sign. A sign erected upon or above a roof or parapet of a building or structure.

Sign. An outdoor structure, sign, display, light device, figure, painting, drawing, message, plaque, poster, billboard or other thing that is designed, intended, or used to advertise or inform.

Sign structure. Any structure that supports or is capable of supporting a sign as defined in this section. A sign structure may be a single pole and may or may not be an integral part of the building.

Structure. That which is built or constructed, an edifice or building of any kind, or any piece of work artificially build up or composed of parts joined together in some definite manner.

Temporary sign. Any sign, banner, pendant, valance or advertising display constructed of cloth, canvas, light fabric, cardboard, wallboard or other light materials, with or without frames, intended to be displayed for a limited period of time only.

Wall sign. Any sign attached to or erected against the wall of a building or structure, with the exposed face of the sign in a plane parallel to the plane of said wall.

Sec. 21.03-21.10 reserved.

Article 2. - Exempt and prohibited signs.

21.11 Exempt signs.

The following signs shall be exempt from the provisions of this Chapter:

- (a) Official notices authorized by a court, public body or public safety official;
- (b) Governmental signs erected by the local jurisdiction, county, state or federal entity;
- (c) Directional, warning or information signs authorized by federal, state or municipal governments;
- (d) Memorial plaques, building identification signs and building cornerstones when cut or carved into a masonry surface or when made of noncombustible material and made an integral part of the building or structure;
- (e) The flag of a government or a noncommercial institution, such as a school;
- (f) Religious symbols and seasonal decorations within the appropriate public holiday season.

Sec. 21.12 Prohibited signs.

The following devices and locations are specifically prohibited within the City Limits and extraterritorial jurisdiction:

- (a) Signs located in such a manner as to obstruct or otherwise interfere with an official traffic sign, signal or device or obstruct or interfere with a driver's view of approaching, merging or intersecting traffic.
- (b) Except as provided for elsewhere in this section, signs encroaching upon or overhanging public rights-of-way. No sign shall be attached to any utility pole, light standard, street tree or any other public facility located within the public right-of-way.
- (c) Cloth, paper, soft plastic or similar advertising signs or devices other than in rigid frames as provided herein except those intended as temporary signs, or as provided by item (7) subsection (g) of this section.

- (d) Signs that blink, flash, or are animated by lighting in any fashion that would cause such signs to have the appearance of traffic safety signs and lights, or municipal vehicle warnings from a distance, as determined by the code official.
- (e) Portable signs except as allowed for temporary signs.
- (f) Any sign attached to, or placed on, a vehicle or trailer parked on public or private property. The prohibition of this section does not prohibit the identification of a firm or its principal products on a vehicle operating during the normal course of business or being taken home.
- (g) Pennants, banners and private flags bearing any logo, product name, business name or other advertising, and balloons, except those temporarily attached to automobiles or temporarily displayed as part of a special sale, promotion or community event. For the purposes of this section, "temporary" means no more than 60 days in any calendar year.
- (h) Billboards in any zone other than the I-1 and I-2 zoning districts.
- (i) Blimps, dirigibles or other large balloon-like devices filled with lighter than air gases utilized as signage.

Sec. 21.13-21.20 reserved.

Article 3. Zoning District Regulations.

21.21 Signs in residential zones.

- (a) *Residential development signs.* Residential developments of four or more dwelling units shall be permitted one development complex sign for each public street frontage not within the project (or for each entrance in the case of a subdivision project). Such signs may be placed in any location on private property provided the sign complies with the same height limitations specified for fences. Maximum sign area for each sign shall be two square feet, plus one square foot for each dwelling unit or lot, not to exceed 25 square feet in area per face.
- (b) *Residential home occupation signs.* The only signage permitted shall be a wall mounted sign of a size no larger than four square feet, mounted to the front facade of the residential structure. No illuminated signs shall be permitted in conjunction with the home occupation.
- (c) *Business signs.* Nonconforming and conditionally permitted commercial uses shall each be permitted facade signage and/or one freestanding sign per public street frontage, not to exceed a combined total of 25 square feet in area for every 150 feet of public street frontage. For frontage greater than 150 feet, one square foot of additional sign area shall be allowed for each six feet of frontage up to a

maximum of 80 square feet per sign. The height of a freestanding business sign shall not exceed that specified for fences. The height of freestanding signs for other conditionally permitted uses such as churches and schools shall be limited to 15 feet.

Sec. 21.22 Signs in commercial zones.

- (a) *Development complexes.* All development complexes shall require a master signage plan pursuant to the requirements of this section, prior to the installation of any signage.
- (b) *Business signs.* Each enterprise or business shall be permitted wall signs, one under-canopy sign per street frontage and one freestanding sign each, subject to the following maximum size requirements. Multiple businesses in the same building shall apportion facade length, building wall and street frontage such that any maximum is not exceeded for a particular property.
 - (1) *Maximum wall sign area.* Total area of wall signage for each separate and distinct business shall not exceed two square feet for each lineal foot of the building wall from which the signage is attached, not to exceed 40 square feet.
 - (2) *Maximum freestanding sign area.* One and one-half square feet for each one lineal foot of street frontage, not to exceed 150 square feet.
 - (3) *Under canopy sign area and dimensions.*
 - (A) The maximum allowable sign area shall be one square foot for each lineal foot of width of the canopy, awning, marquee or similar structure from which the sign is suspended, as measured perpendicular to the building wall.
 - (B) The maximum allowable horizontal length of an under-canopy sign shall be equal to the width of the canopy, awning, marquee or similar structure from which the sign is suspended, as measured perpendicular to the building wall.

The minimum vertical clearance between the lower edge of an under-canopy sign and the ground shall be eight feet.

Sec. 21.23 Signs in industrial zones.

- (a) *Development complexes.* All development complexes shall require a master signage plan pursuant to the requirements of this section prior to the installation of any signage.
- (b) *Building identification signs.* One building identification sign for each building shall be permitted provided that no such sign shall exceed 25 square feet in area.

- (c) *Business signs.* Each enterprise, franchise or business shall be permitted wall signs, one under-canopy sign per street frontage, and one projecting or freestanding sign per street frontage each subject to the following maximum size requirement. Multiple businesses in the same building shall apportion facade length, building wall and street frontage such that any maximum is not exceeded for a particular property.
- (1) *Maximum wall sign area.* The total area of facade signage shall not exceed three square feet for each lineal foot of the building wall from which the sign is attached.
 - (2) *Maximum projecting sign area.* One square foot for each two lineal feet of the building wall from which the sign projects, not to exceed 64 square feet. The total area of projecting signs shall be subtracted from the permitted total area of facade signs.
 - (3) *Maximum freestanding sign area.* One square foot for each lineal foot of street frontage, not to exceed 150 square feet per sign.
 - (4) *Under-canopy sign area and dimensions.*
 - (A) The maximum allowable sign area shall be one square foot for each lineal foot of width of the canopy, awning, marquee or similar structure from which the sign is suspended, as measured perpendicular to the building wall.
 - (B) The maximum allowable horizontal length of an under-canopy sign shall be equal to the width of the canopy, awning, marquee or similar structure from which the sign is suspended, as measured perpendicular to the building wall.
 - (C) The minimum vertical clearance between the lower edge of an under-canopy sign and the ground shall be eight feet.
- (d) *Off-premise signs.* Off-premise signs shall be permitted pursuant to the requirements of this section.
- (e) *Billboards.* Billboards shall be permitted in the I-1 and I-2 zoning districts only, with a conditional use permit and subject to the provisions of this section.

Sec. 21.24 Signs in government and public institutional zones.

- (a) Governmental signs are exempt from the requirements of this section.

(b) All other enterprises or businesses shall submit a comprehensive sign plan to show location, size, height coloration, lighting and any other criteria deemed necessary by the code official. The plan review will include:

- (1) Whether the signs serve a special and unique purpose;
- (2) Whether the signs are aesthetically superior and in harmony with the intent and purposes of this section;
- (3) Whether the signs are appropriate to the type of development or structure to which they are related.

The comprehensive sign plan will be considered by the planning and zoning commission during their regularly scheduled public hearings. The commission will make a recommendation to the city council for approval or denial of the sign plan.

Sec. 21.25 Signs in Historic district.

All proposed signs in the historic overlay district shall be reviewed by city historical board prior to issuance of a permit.

Sec. 21.26-21.30 reserved.

Article 4. General sign regulations.

Sec. 21.31 Sign illumination.

Except for billboards, all sign illumination shall be from the interior or from floodlight projection shielded to preclude glare visible from public rights-of-way and neighboring properties.

Sec. 21.32 Rotating signs.

Rotating signs are permitted provided that the outer edge shall not exceed a speed of four revolutions per minute and the rotating portion of the sign shall be a minimum of eight feet above the adjacent grade. No rotating sign shall extend over public rights-of-way.

Sec. 21.33 Roof-mounted signs.

Signs projecting above the point of intersection of the exterior wall of the building with its roof shall be mounted on a parapet or within the same plane as such exterior wall. Sign area for roof-mounted signs shall be calculated the same as and counted as part of the facade signs. Roof-mounted signs shall be allowed only within the commercial 1, 2, and 3 zones and the I-1 and I-2 industrial zones.

Sec. 21.34 Measurement of sign area.

The square footage of a sign made up of letters, words or symbols within a frame shall be determined from the outside edge of the frame itself. The square footage of a sign composed of only letters, words or symbols shall be determined from imaginary straight lines drawn around the entire copy or grouping of such letters, words or symbols. Double-faced signs shall be calculated as the area of one side only. Three-dimensional or multi-faced signs shall be calculated as the maximum area visible from any single direction at any point in time.

Sec. 21.35 Measurement of freestanding sign height.

The height of a freestanding sign shall be measured from the elevation of the crown of the nearest public street to the highest point of the freestanding sign or its supporting structure.

Sec. 21.36 Condition and maintenance.

All signs shall be of rust-inhibitive material or treatment, and shall be maintained in good condition in the opinion of the code official. All signs, together with all of their supports, braces, guys and anchors shall be kept in good repair and in a safe state of preservation. The display surfaces of all signs shall be kept neatly painted or posted at all times. Signs remaining when a business closes shall have the copy painted over or removed and replaced with blank inserts until such time as a new business assumes responsibility for the sign.

Sec. 21.37 Electronic message signs.

Electronic message signs that display time and temperature, or provide changing messages are permitted, provided such signs do not blink, flash, or otherwise distract motorists while driving.

Sec. 21.38-21.50 reserved.

Article 5. Specific sign requirements.

21.51 Billboards.

The installation, operation and maintenance of any billboard shall be subject to the following:

- (a) Maximum height from adjacent grade is 36 feet.
- (b) Maximum area is 300 square feet.
- (c) Minimum ground clearance is eight feet.

- (d) Minimum front yard setback is 15 feet.
- (e) Minimum distance from residential zones is 200 feet measured along the street.
- (f) Minimum distance from other billboards is 300 feet, except that billboards less than 80 square feet in area may be located no closer than 150 feet from another billboard of any size.
- (g) Minimum distance from street intersection is 100 feet as measured from the right-of-way, provided that a billboard smaller than 80 square feet may be located as near as 50 feet from an intersection.
- (h) Maximum number per parcel of property is one.
- (i) Signs must be approved and licensed by TxDOT as outdoor advertising signs when applicable.

21.52 Directional signs.

The installation, operation and maintenance of any directional sign shall be subject to the following:

- (a) No more than two directional signs per street entrance shall be permitted for any enterprise or business.
- (b) Such signs shall be for the sole purpose of ensuring safe and convenient access and egress to the use for which they apply.
- (c) No such sign shall exceed two square feet in area in the residential zones, and shall not exceed four square feet in area in all other zones.

21.53 Walls signs.

In the C-1 and C-2 zones, such projecting parallel signs may project over public right-of-way provided such signs shall not extend more than one foot beyond the wall of the building or impede free and complete use of the sidewalk for pedestrians, that being a minimum height of eight-foot clear space from the bottom of the sign.

21.54 Freestanding signs.

The installation, operation and maintenance of any freestanding sign shall be subject to the following:

- (a) Freestanding signs shall not exceed 15 feet in height within 15 feet of any lot line abutting public street right-of-way. For each additional one foot of setback beyond 15 feet, the sign height may be increased by two feet provided that in no event

shall a sign exceed 36 feet in height; provided, however, that freestanding signs greater than 15 feet in height may be set back from any lot line abutting a street a distance equal to the average street setback of all freestanding signs in excess of 15 feet in height located in adjacent properties, within 100 feet of the property line and on the same side of said street.

- (b) All freestanding signs shall comply with the site distance triangular setback area height requirements specified by the applicable zone.
- (c) A freestanding sign shall not be located closer than 50 feet from another freestanding sign located on another premises; provided that this section shall not prohibit the ability to place one freestanding sign on a premises that would otherwise have a right to such a sign; nor shall this section be applied in a manner that would require a setback for such freestanding sign in excess of what would otherwise be required by this section.
- (d) Any sign within 40 feet of a property line abutting a street right-of-way shall not be located closer than 100 feet from another freestanding sign on the same premises.

21.55 Projecting signs.

In the C-1 and C-2 zoning districts only, projecting signs may project over public right-of-way a maximum of four feet, provided such signs shall not extend to within two feet of the street curb or the improved shoulder edge of the traveled way, or impede free and complete use of the sidewalk for pedestrians.

21.56 Off-premise signs.

The installation, operation and maintenance of any off-premise sign shall be subject to the following:

- (a) Maximum height from adjacent grade is 15 feet;
- (b) Maximum area is 50 square feet;
- (c) Minimum yard setback is 20 feet;
- (d) Minimum distance from residential zones is 100 feet;
- (e) Minimum distance from street intersection is 25 feet;
- (f) Maximum number per parcel of property is one.

21.57 Community event message signs.

The installation, operation and maintenance of any community event message sign shall be subject to the following:

- (a) A nonprofit organization shall be eligible to apply for a conditional-use permit to allow a sign area bonus for a community event message sign. The purpose of this area bonus shall be to allow the display of changing messages and information on such matters as the date, time, location and sponsor of special events of community interest. Such signs shall meet the following standards and conditions:
 - (1) Each nonprofit organization shall be eligible for a bonus for no more than one facade sign or one freestanding sign.
 - (2) The maximum bonus available shall be 50 percent of the base permitted sign area if located in a residential zone, or 100 percent if located in any other zone.
 - (3) Permanent advertising of a commercial nature shall be allowed only in commercial zones and shall not exceed 25 percent of the total area of the community event message sign.
 - (4) The sign shall be made reasonably available to other community-based nonprofit organizations for the display of information about their special events or other announcements of a noncommercial nature.
 - (5) The signs shall not be of a size, or located in such a manner, that will substantially hinder the visibility of other legal signs on adjacent properties.
- (b) In reviewing an application for a community event message sign, the planning and zoning commission, and city council on appeal, shall consider the following objectives, and may impose conditions to ensure that these objectives are met:
 - (1) By virtue of the sign's design, size, location and other factors, including appropriate landscaping, the sign shall be harmonious and compatible with its surroundings and consistent with community aesthetic sensibilities.
 - (2) The sign shall not be erected, or any electronic or electric changing copy be controlled, in a manner that will be a substantial distraction to motorists, thus causing a traffic hazard.

21.58 Bus bench signs.

Bus bench signs shall be limited to two benches per lot.

21.59 Murals.

The planning and zoning commission may recommend to council for approval of a proposed building graphic or mural if it is determined that such graphic or mural will

enhance the beauty of its location and is otherwise in keeping with the intent of this section; provided that such building graphic or mural contains no copy, advertising symbols, lettering, trademarks, or other direct references to the premises or to the products or services offered for sale of the premises on which the building graphic is placed, or to any other premises.

Sec. 21.60-21.70 reserved.

Article 6. Temporary signs.

Sec. 21.71 Political signs.

The installation, operation and maintenance of any political sign shall be subject to the following:

- (a) Political signs shall be permitted in all zones.
- (b) Such signs shall not exceed 36 square feet in area, shall not exceed 48 inches in height, nor shall they be illuminated, provided that these restrictions shall not apply to lawfully established billboards. Political signs shall not have any moving parts.
- (c) Political signs shall be permitted only for a period of 90 days preceding the election and shall be removed within ten days after the election provided that signs promoting successful candidates or ballot propositions in a primary election may remain displayed through the general election.
- (d) Political signs shall not be placed within any public right-of-way. This includes posting signs on trees, telephone/utility poles, traffic sign poles and other objects within the right-of-way.

Political signs established in violation of this section and posing a traffic hazard as determined by the code official, may be immediately removed with prior notice. All costs associated with sign removal will be paid by the sign owner.

Sec. 21-72 Portable signs.

The installation, operation and maintenance of any portable sign shall be subject to the following:

- (a) Portable signs shall not exceed 32 square feet in area. Such square footage shall be applied and calculated as part of the total square footage permitted for all business signage permitted for the business or property.
- (b) Such signs shall be displayed no more than 45 days during any single calendar year.

- (c) There shall be no more than one portable sign per parcel of property or business, whichever is lesser, permitted at any one time.
- (d) Electrification of all portable signs shall be in compliance with the National Electrical Code as adopted by the city.
- (e) A portable sign shall not be established or placed prior to obtaining a sign permit.

Sec. 21-73 Real estate signs.

The installation, operation and maintenance of any real estate sign shall be subject to the following:

- (a) Real estate signs shall be permitted in all zones, provided that all such signs shall be located on the property to which they apply, except as provided for in (d) of this section.
- (b) Such signs shall conform with the following maximum size requirements: Four square feet in area for the first 10,000 square feet in lot area, plus four square feet for each additional 10,000 square feet of lot area, not to exceed 32 square feet.
- (c) Real estate signs shall be removed upon closing of the sale.
- (d) In addition, real estate signs advertising the sale of lots located within a subdivision shall be permitted provided that there shall be no more than one sign per entrance, and each sign shall be no greater than 32 square feet in area, no greater than eight feet in height, and erected no longer than a period of one year. Such signs may be installed off premises in order to direct visitors to the property.

Sec. 21-74 Special sale signs.

The installation, operation and maintenance of any special sale sign shall be subject to the following:

- (a) Sale and grand opening signs shall be permitted in all zones provided that such signs are displayed no more than 15 consecutive days for every three months. Such signs shall be removed immediately upon termination of the sale or event that they advertise.
- (b) All such signs must be attached to the facade, wall or window of the building occupying or conducting the sale or event which they advertise.
- (c) No business shall have more than two such signs for each facade or wall of the building to which they are attached.
- (d) The total sign size shall not exceed 50 percent of the size of the permitted facade sign or four square feet in area, whichever is greater.

Sec. 21-75 Promotional signs.

Promotional signs advertising a special community event such as a fair, farmer's market or parade may be permitted to be located over public right-of-way. The size, location and method of erection of such signs shall be subject to approval by the city council and public works director pursuant to good engineering practices and shall be consistent with the paramount purpose of public rights-of-way to provide safe and convenient traffic circulation. Alternatively, such signs may be permitted to be attached to the wall of a building subject to approval by the code official.

Sec. 21-76 Searchlights.

The installation, operation and maintenance of any searchlight shall be subject to the following:

- (a) The operation of searchlights or similar lighting sources for advertising, display or any other commercial purpose is considered a temporary sign pursuant to the provisions of this section.
- (b) Such signs shall be displayed no more than five consecutive days and in no event be used for advertising longer than 30 days during any single calendar year.
- (c) Such signs shall not be permitted on a public right-of-way and may be immediately removed from such right-of-way by the code official, provided that within the C-1 zone, the public works director may permit the placement of a searchlight on a public right-of-way if no reasonable alternative exists and if such placement will not obstruct traffic or create a safety hazard.

Sec. 21-77 Streamers.

The installation, operation and maintenance of streamers shall be subject to the following:

- (a) Streamers may be used to outline property lines and areas on a lot that display merchandise outdoors.
- (b) Streamers shall be replaced or removed when torn or faded.
- (c) Since the primary purpose of streamers is to make display areas more attractive, for those uses displaying streamers for more than 90 days in a year, landscaping must be combined with streamers usage. Plans are to be approved by the code official with the intent being to provide planting areas with street trees or continuous areas with ground cover, particularly, but not limited to, the area along property lines. The cost of the required landscaping per year need not exceed the cost of the streamers.

Sec. 21-78 Highway banners.

The installation, operation and maintenance of highway banners shall be subject to the following:

- (a) Highway banners are expressly prohibited excepted as provided for in this section.
- (b) Highway banners may be installed by the city for city sponsored or co-sponsored events. Only one highway banner may be installed at each of the predetermined locations across state right-of-ways as approved by the city from time to time. The city manager shall determine the exact location of each banner display. There shall be one location on each of the major highways listed below:
 - (1) State Highway 281 North
 - (2) State Highway 281 South
 - (3) State Highway 29 East
 - (4) State Highway 29 West
- (c) In the event the co-sponsor of an event requests a banner be installed across TxDot right-of way, the co-sponsor shall secure the proper TxDot and city permits. The application for a city permit must be submitted, along with the approved TxDot permit, to the city a minimum 30 days prior to the requested date of installation of the highway banner(s).
- (d) Highway banners may only be displayed for a period of up to three weeks prior to the scheduled event.
- (e) Highway banners must be constructed in accordance with federal, state, and local regulations. Construction standards required by the city may be amended from time to time as approved by the city manager.

Sec. 21.79-21.90 reserved.

Article 7. Master sign plan for development complexes.

Sec. 21.91 General.

Signs for all development complexes shall comply with a master sign plan for the development, approved by the code official pursuant to this section. Said plan shall include all proposed sign locations, materials, structures and installation details to the extent known at the time of master sign plan submittal. Additional submittals or amendments to the master sign plan may be necessary as a new development complex

becomes occupied or as businesses within a complex change. Signs within a development complex shall be subject to the following requirements of this article.

Sec. 21.92 Business signs.

Each enterprise or business shall be permitted facade signs and no more than one projecting sign subject to the maximum size requirements set forth for the applicable zone.

Sec. 21.93 Freestanding signs.

Each development complex shall be permitted one freestanding development complex sign per public street frontage. The maximum permitted sign area for each development complex sign shall be as provided within the applicable zoning district, plus a bonus of ten additional square feet per business, enterprise or franchise within the development complex, provided that such bonus shall not exceed 50 percent of the base allowable sign area.

Sec. 21.94 Performance criteria.

In addition to other applicable requirements set forth in this ~~section~~chapter, signs for development complexes shall conform to the following performance criteria:

- (a) Individual business signs shall share a similar and uniform location and installation format.
- (b) All non-business signage in the complex shall be consistent in format, color and design.

Sec. 21.95-21.100 reserved.

Article 8. Nationally branded signs.

Sec. 21.101 General.

Signs and sign plans utilized by national retail, commercial, and industrial outlets which do not meet the requirements of this section, may be permitted when, the city council finds such signs are in conformance with the intent of this section and appropriate to the type of development or structure to which they are related. Signs requesting approval under this provision must meet the following requirements:

- (a) *Signage.* The trademark signs or sign formats or organization is generally standardized in cities nationally and redesign to comply with this section may detrimentally impact the nationally recognized company from locating in Burnet. The height of the sign shall conform with this section but the location, size and

number may be approved to appear consistent with similar developments of the national chain.

- (b) *Permit approval.* Nationally branded signs, and/or planned unit developments, which do not conform to the regulations of this section may be granted approval by the city council after the planning and zoning commission has reviewed the sign(s) and site development plan. The planning and zoning commission shall make a recommendation to the city council for approval or denial based on their findings.
- (c) *Notification requirements.* Upon submittal of an application for a nationally branded signs exception, the city shall notify surrounding property owner in accordance with **V.T.C.A., Local Government Code tit. 7, ch. 211.007**.
- (d) *Historic district.* All proposed signs requesting approval under this section within the historic overlay district shall be reviewed, by both the historical board and the planning and zoning commission prior to consideration by the city council.

Sec. 21.102-21.110 reserved.

Article 9. Alterations and Nonconformity.

Sec. 21.111 Change in use.

Change in use. Whenever the use of land or structures changes, any signs that do not relate to the new use or to any product or service associated with the new use, shall be removed or appropriately altered consistent with the provisions of this section. Furthermore, it shall be the responsibility of the property owner of the land and/or improvements to remove any sign or signs on premises where the associated use has been discontinued for a period of more than 90 days.

Sec. 21.112 Nonconforming signs.

Whenever a business, person, or enterprise for which existing signage does not conform to the requirements of this section, seeks to structurally alter or enlarge an existing sign, or erect or install a new sign, the provisions of this section shall apply as follows:

- (a) The alteration, enlargement, installation or erection of signage shall not increase the degree of non-conformity.
- (b) If the value of structural alterations to a nonconforming sign equals or exceeds 25 percent of the value of the sign, as determined by the building official, the sign shall be made to conform to all provisions of this section.
- (c) Enlargement, installation or erection of conforming signage shall be accompanied by a reduction in the degree of non-conformity for other signage existing on the

premises. This reduction in conformance can be accomplished by a reduction in size of existing signs (if nonconforming as to square footage), removal (if nonconforming as to number of signs), relocation (if nonconforming as to location), or a combination of reduction, removal and relocation. The total cost of reduction, removal or relocation of nonconforming signage shall equal, as nearly as is practical, 75 percent of the value of the new or enlarged conforming signage, or the cost necessary to bring all signage on the premises into conformance with this section, whichever is the lesser requirement.

- (d) The provisions of ~~subsections (r)(2) and (3)(b) and (c)~~ of this section do not apply to temporary signs or to illegal signs. Temporary signs that do not comply with the requirements of this section, and other illegal signs shall be removed within 90 days after notification of the sign's non-conformity.
- (e) Billboards that do not conform to the requirements of this section shall be removed, altered or replaced so as to fully conform to the requirements of this section within nine years after the date of installing the billboard, or six years after notification by the jurisdiction of the billboard's non-conformity, whichever is longer.

Sec. 21.113-21.120 reserved.

Article 10. Applications.

Sec. 21.111 Application process.

- (a) *Permit application.* Application for permits shall contain or have attached thereto the following information:
 - (1) Name, address, and telephone number of the applicant.
 - (2) Location of the building, structure, or lot on which the sign is to be attached or erected.
 - (3) Two sets of plans shall be submitted showing the sign location in relation to nearby buildings or structures, signs, property lines, driveways, public streets, fences, and sidewalks.
 - (4) Two blueprints or ink drawings of the plans and specifications showing method of construction, attachment to the building or ground, size, type, height, construction materials, and such other materials, and such other information as the building official may require. The building official may require plans to be prepared by a registered professional engineer who is registered by the state or an architect licensed by the state.

- (5) Copy of stress sheets and calculations showing the structure as designed for dead load and wind pressure in any direction in the amount required by this chapter, and all other laws and codes of the city.
 - (6) Name of person, firm, corporation, or association erecting structure.
 - (7) Any electrical permit required and issued for said sign.
 - (8) Zoning classification carried by the property.
 - (9) Estimated value of the sign.
 - (10) Such other information as the building official shall require showing full compliance with this chapter and all other laws and codes of the city.
- (b) *Permit issuance.* It shall be the duty of the building official, upon the filing of an application for a sign permit, to examine such plans and specifications and other data and the premises upon which it is proposed to erect a sign. If it appears that the proposed structure is in compliance with all the requirements of this section, the building code, and all other laws and ordinances of the city, the building official shall then issue the sign permit. If the work authorized under a sign permit has not been completed within 60 days after issuance, the said permit shall become null and void.



Delaware Springs Golf Course

ITEM 4.3

Anthony Nash
Golf Course Interim General Manager
(512)-830-285-9660
tnash@cityofburnet.com

Agenda Item Brief

Meeting Date:	February 9, 2021						
Agenda Item:	Discuss and consider action: Award of Burnet Municipal Golf Course Irrigation Controllers Request For Proposal (RFP) 2021-001 bid: T. Nash						
Background:	<p>The Current irrigation system at the Golf Course is approximately nineteen years old and has been increasingly difficult to find replacement parts when needed. Deterioration of the system is steadily increasing necessitating the need for replacement with a more current system.</p> <p>Staff executed a Request for Proposal 2021-001 and received three bids as follows:</p> <table><tr><td>▪ Keeling Company (Rainbird System)</td><td>\$73,525.05</td></tr><tr><td>▪ Professional Turf Products</td><td>\$83,842.00</td></tr><tr><td>▪ Hunter Golf</td><td>\$70,399.25</td></tr></table>	▪ Keeling Company (Rainbird System)	\$73,525.05	▪ Professional Turf Products	\$83,842.00	▪ Hunter Golf	\$70,399.25
▪ Keeling Company (Rainbird System)	\$73,525.05						
▪ Professional Turf Products	\$83,842.00						
▪ Hunter Golf	\$70,399.25						
Information:	Upon review of the received bids, Keeling Company (Rainbird System) was determined to be the best value for Delaware Springs Golf Course. Keeling Company's system will also be compatible with city water system needs as more homes are built in the surrounding areas of the Golf Course.						
Fiscal Impact:	The irrigation system is a budgeted item for the 2020/2021 FY Year Golf Course budget.						
Recommendation:	Staff recommends the Burnet Municipal Golf Course Irrigation Controllers Request for Proposal 2021-001 bid be awarded to the Keeling Company (Rainbird System).						

INVITATION TO BID – CITY OF BURNET MUNICIPAL GOLF COURSE IRRIGATION CONTROLLERS

RETURN BID TO:

Kelly Dix, City Secretary
City of Burnet
P.O. Box 1369
1001 Buchanan Drive, Suite #4
Burnet, TX 78611

The enclosed INVITATION TO BID (ITB) and accompanying STANDARD INSTRUCTIONS TO RESPONDENT (AKA BIDDER), GENERAL PROVISIONS, and SPECIAL PROVISIONS (AKA SPECIFICATIONS) AND BID SHEET(S) are for your convenience in bidding the enclosed referenced products and/or services for the City of Burnet.

Sealed bids must be received by: 2:00 p.m. January 29, 2021

MARK ENVELOPE:

“CITY OF BURNET, MUNICIPAL GOLF COURSE IRRIGATION CONTROLLERS, DO NOT OPEN”

TIMELINE OF EVENTS:

Date	Time	Event
December 23, 2020	10:00 a.m.	Notice read aloud and published in newspaper
December 30, 2020		Second notice published in newspaper on a date at least one week after the first notice was published.
January 11, 2021	10:00 a.m.	Pre-bid conference
January 18, 2021	All Day	Holiday. City offices closed.
January 22, 2021	2:00 p.m.	Deadline to submit request for approved equals.
January 25, 2021	2:00 p.m.	No questions or request for additional information will be accepted after this date
January 29, 2021	2:00 p.m.	Bid closing date (at least 14 days after publication of first notice)
January 29, 2021	2:00 p.m.	Public opening of Bids at City Hall, 2402 S. Water Street, Burnet, Texas

Bidder's initials: 

INVITATION TO BID (ITB) STANDARD INSTRUCTIONS TO RESPONDENT

Respondent (sometimes referred to as "bidder" in these instructions) shall initial and date each page of the Special Provisions and must sign and date the Bid Sheet. The person signing must have the authority to bind the firm in a contract. Bids which are not signed and dated in this manner may be rejected.

All bids must be received at the designated location by the deadline shown. Bids received after the deadline shall be considered void and unacceptable. The City of Burnet is not responsible for lateness or non-delivery of mail, carrier, etc.

Bids must be submitted on the "Bid Sheet and Bid Forms" included for that purpose in this Invitation to Bid.

Facsimile transmittals *will not* be accepted.

Bids cannot be altered or amended after the submission deadline. Any interlineations, alteration or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

SALES TAX: The City of Burnet is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.

DELIVERY: Respondents shall include a delivery date, (FOB City of Burnet designated delivery location), with their sealed bid. Bids which do not include a delivery date may be rejected.

EXCEPTIONS/SUBSTITUTIONS: All bids meeting this Invitation's requirements will be considered for award. Respondents taking exception to the specifications, or offering substitutions, shall state these exceptions according to the guidelines outlined in the Request for Approved Equals document attached. If the bidder takes no exception to the specifications, or offers no substitution, a check mark should be placed in the space provided indicating that the unit proposed meets that particular specification. The absence of any exceptions/substitutions shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of this invitation. The City Council of the City of Burnet reserves the right to accept any, all or none of the exception(s)/substitution(s) deemed to be in the interest of the City.

ADDENDA: Any interpretations, corrections or changes to this Invitation to Bid and Special Provisions will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Burnet, City Manager. Addenda will be sent to all who are known to have received a copy of this Invitation to Bid. Respondents shall acknowledge receipt of all addenda on the sealed envelope containing their bid.

BIDS MUST COMPLY with all applicable federal, state, county and local laws concerning these types of services.

Bidder's initials: KG

REFERENCE: Respondents must supply with their bid, a list of at least three references where like services have been supplied by their firm. It must include, the name of the firm, address, telephone number and name of representative. Failure to provide this information may result in rejection of bid.

SILENCE OF SPECIFICATIONS: The apparent silence in the Special Provisions as to any detail or to the apparent omission of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

BID AWARD: The City of Burnet reserves the right to reject any and all bids that are not in the best interest of the City; or award a contract to the Respondent whose bid, conforms to the requirements of the Invitation for Bids; and provides the City with the Best Value. In determining Best Value City Council may consider: (a) the purchase price; (b) the reputation of the bidder and of the bidder's goods or services; (c) the quality of the bidder's goods or services; (d) the extent to which the goods or services meet the municipality's needs; (e) the bidder's past relationship with the City; (f) the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities; the total long-term cost to the municipality to acquire the bidder's goods or services; and (g) any relevant criteria specifically listed in the request for bids or proposals.

CONTRACT: This bid, when properly accepted by the City of Burnet, shall constitute a contract equally binding between the successful bidder and the City of Burnet. No different or additional terms will become a part of this contract with the exception of Change Orders.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders will be made in writing and approved by both parties prior to commencement.

The bid opening is scheduled to be held in the City of Burnet City Council Chambers, 2402 S Water Street, Burnet, Texas. Each bidder is invited to attend.

The City of Burnet is aware of the time and effort you expend in preparing and submitting bids to the City. Please let us know of any bid requirements which are causing you difficulty in responding to our bids. All responsible vendors are encouraged to compete for the City's business. Please direct all inquiries in writing to David Vaughn, City Manager, City of Burnet, P.O. Box 1369, 1001 E. Buchanan Suite #4, Burnet, Texas 78611. Awards should be made within two to three weeks after bid opening date. If you have any questions, please contact the City of Burnet, City Secretary, at (512) 715-3209.

RESTRICTION ON COMMUNICATION Respondent is prohibited from communicating with City staff and City officials regarding the details of this solicitation, with the following exceptions: (a) Respondent's questions or other communication during the pre-bid/pre-submittal conference are allowed. (b) Written questions and comments concerning this solicitation shall be sent to the City Manager, City of Burnet, P.O. Box 1369, 1001 E. Buchanan Suite #4, Burnet, Texas 78611. (c) Answers by City shall be issued in writing to all prospective Respondents in Addendum form. All provisions and Bidder's initials: *KEG*

Municipal Golf Course Irrigation Controllers ITB

requirements of such addenda shall supersede or modify affected portions of the Special Provisions. All addenda shall be incorporated in and made a part of the Project's contract documents. No other explanation or interpretation shall be considered official or binding upon the City. All addenda related to this Project shall be posted on the City's website with this solicitation. It is Respondent's responsibility to obtain any and all issued Project addenda. Non-compliance with this provision by Respondent or its agent may result in the disqualification of Respondent's bid/proposal from consideration.

Bidder's initials: 

GENERAL PROVISIONS

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures City that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish City with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of City or the Contractor. No provision of this Agreement or act of City in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of City, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins _____ and ends _____. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

ARTICLE 6: PAYMENT OR FUNDING Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 7: INSURANCE Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 8: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of City. The Contractor acknowledges that City is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, City shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 9: CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 10: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated, by written notice of default to the Contractor, in whole or any part of the Agreement, in any one of the following circumstances: (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by City in writing) after receiving written notice by certified mail of default from City.

ARTICLE 11: SEVERABILITY

City and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 12: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with City.


ARTICLE 13:

- (a) Conflict of Interest. No member of the governing body of the City, and no other public officials of the City who exercise any functions or responsibilities in the review or approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.
- (b) Texas Local Government Code Chapter 176. Effective January 1, 2006, persons, entities or their agents, which seek to contract for the sale or purchase of property, goods or services with City, shall file a completed Form 1295 with City Secretary not later than the seventh (7th) business day after the date that the person, entity or agent: begins contract discussions or negotiations with City; or submits to City an application, a response to a request for bid, a proposal, correspondence related to a bid/proposal or another writing related to a potential agreement with City.

Form 1295 is available from the Texas Ethics Commission online at the following web address: <https://www.ethics.state.tx.us/filinginfo/1295/>

- (c) Texas Government Code §2270.002 Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. By submitting an offer to or executing contract documents with the City, Respondent hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City's hereby relies on Company's verification. If found to be false, City may terminate any contract derived from such bid for material breach

ARTICLE 14: INDEMNIFICATION AND RECOVERY

Bidder's initials: 

CONTRACTOR AGREES, TO THE EXTENT PERMITTED BY LAW, TO DEFEND AND HOLD HARMLESS CITY, ITS ELECTED OFFICERS, OFFICIALS, EMPLOYEES AND INDEMNITIES FROM ANY AND ALL CLAIMS, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEY FEES), ACTIONS, CAUSES OF ACTION, JUDGEMENTS, AND LIENS ARISING AS A RESULT OF CONTRACTOR'S NEGLIGENT ACT OR OMISSION UNDER THIS AGREEMENT. CONTRACTOR SHALL NOTIFY CITY OF THE THREAT OF LAWSUIT OR OF ANY ACTUAL SUIT FILED AGAINST CONTRACTOR RELATING TO THIS AGREEMENT.

ARTICLE 15: LIMITATION OF CONTRACTOR'S LIABILITY Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify City, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Nothing in this Article 15 shall limit the benefits of any manufactures warranties which Contractor shall assign to City.

ARTICLE 16: TITLES NOT RESTRICTIVE The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 17: JOINT WORK PRODUCT This Agreement is the joint work product of City and the Contractor. This Agreement has been negotiated by City and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 18: CHOICE OF LAW: VENUE This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Burnet County, Texas.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SPECIAL PROVISIONS

Project Location: City of Burnet Municipal Golf Course, 600 Delaware Springs Blvd, Burnet, TX 78611. The Project Location is the designated delivery location

Project: The City of Burnet is seeking replacement of the Municipal Golf Course's irrigation comptroller system. This includes a central computer, with software and monitor, 14 complete irrigation controllers with up to 20 stations, and 5 complete irrigation controllers with up to 30 stations. The Project includes:

- (a) Vendor's training Municipal Golf Course Maintenance staff on installation of the field controllers. It is anticipated that this training shall entail hands on training where Vendor shall demonstrate installation of field irrigation controller units until staff members become familiar with the installation process and supervise subsequent installation of field irrigation controller units until staff members are proficient in installation techniques, at which time staff members shall complete installation of remaining field irrigation units without supervision; and
- (b) Upon completion of the installation of all field irrigation units Vendor shall finalize installation of computer software to allow operation of the irrigation comptrollers from the central computer.

Specifications. This Bid is spec on the following product lines Rain Bird (Bid Sheet One); Hunter Industries (Bid Sheet Two); Toro (Bid Sheet Three).

Respondents, may submit bids on one or all product lines or submit a bid on product equivalent by submitting responses to Bid Sheet One, Two, Three and/or Four. However, Respondents shall not mix product lines on a Bid Sheet.

SPECIAL CONDITIONS REQUEST FOR APPROVED EQUALS

Bidders and suppliers may submit to the City requests for approved equals.

Requests must be supported by evidence such as technical data, test results, or other pertinent information that demonstrates that the substitute offered is equal or better than the specification's requirements.

The City reserves the right to determine equivalency. All requests for approved equals must be submitted in writing and received by the City not later than the date indicated for approved equals, on this Call for Bid form.

All known bidders shall be informed, via addendum to the original specifications, of those requests determined by the City to be equal or to exceed the minimum stated specifications ten (10) days prior to the bid opening.

Requests for approved equals should be directed to:

David Vaughn, City Manager
City of Burnet
P O. Box 1369
1001 Buchanan Drive, Suite 4
Burnet, Texas
(512) 715-3208 Telephone
(512) 756-8586 Facsimile

APPROVED EQUALS NOTE: An APPROVED EQUAL is a request from the bidder offering a unit feature that deviates from specified standards (e.g. a feature quantity is not the level specified, or a design or functional capability is not of the type specified, or where manufacturing or engineering technology has developed a new approach that may use an alternative method differing from the method called for in the specification that meets or exceeds the performance goal specified). Any non-approved alternates taken from the specified standards contained in the bid will disqualify the bid.

BID FORM

Project: **City of Burnet Municipal Golf Course Irrigation Controllers**Bidder's Name: Keeling Company - K. Craig GorePhysical Address: 6615 Theall Rd. Houston, TX. 77066Mailing Address: (SAME)Telephone Number: (512) 560-3609Fax Number: (N/A)Email Address: cgore@KeelingCompany.com

Addressed to: Kelly Dix, City Secretary
City of Burnet
P.O. Box 1369
1001 Buchanan Drive, Suite #4
Burnet, TX 78611

Mark Envelope: "CITY OF BURNET, MUNICIPAL GOLF COURSE
IRRIGATION CONTROLLERS, DO NOT OPEN"

The undersigned having carefully examined and thoroughly studied the specifications for the above named project; and being fully familiar with all conditions affecting the work required by the specifications, including the scope of work and bid sheets hereby propose to provide all material, labor, services required thereby for the bid sum of:

\$ 73,525.05

TOTAL Seventy three thousand, five hundred twenty five
(words) and five cents. DOLLARS (\$ 73,525.05)
(figures)

And agrees to deliver

And, agrees that upon proper acceptance, this the General Provisions, Special Provisions, Scope of Work, and, Other Attachments hereto shall become a binding contract between Bidder and City.

K. Craig Gore (Respondent)

By K. Keeling Co.
K. Craig Gore (Printed Name)
GOLF Sales Rep. (Title)
January 18, 2021 (Date)

Bidder's initials: KCG

References form (three)

Firm's name	address	telephone number	name of representative
University of TEXAS Golf Club	2200 University Club Drive Austin, TEXAS 78732	(512) 720-9024	Tyler Andersen
Jimmy Clay/ Roy Kizer Municipal Golf Courses	5400 Jimmy Clay Dr. Austin, TEXAS 78744	(512) 923-6641	Nick Smitham
Corpus Christi Country Club	6300 Everhart Rd. Corpus Christi, TX 78413	(830) 613- 0809	Jason Kelly

Bidder's initials: KCS

INVITATION TO BID - CITY OF BURNET MUNICIPAL GOLF COURSE
CONTROLLERS

BID SHEET ONE - RAIN BIRD SPECS

Description	Quantity	Unit Price	Extended Price	
H92001G1 STRATUS LT CENTRAL SOFTWARE AND COMPUTER ASSY 1YR GSP	1	\$3800.00	\$3800.00	
001351 2 YR EXTENDED GSP	1	\$0.00	\$0.00	
HS6099 ICI+LINK LINK FIELD INTERFACE	1	\$5800.00	\$5800.00	
H49001 LINK KIT 900Mhz MIM- LINK RADIO ONLY	1	\$1079.08	\$1079.08	
H49008 LINK 900Mhz RADIO KIT FOR LG PEDESTAL	19	\$1144.62	\$21,747.78	
HA1100 POLYPHASER SURGE SUPPRESSION & BRACKET	1	\$128.79	\$128.79	
HP3500-24 PAR+ES 24 STA LINK PP CONTROLLER NO RADIO	15	\$1872.00	\$28,080.00	
HP3500-32 PAR+ES 32 STA LINK PP CONTROLLER NO RADIO	4	\$2195.00	\$8780.00	
LIGHTNING ARRESTOR W/ INDICATING LED 120/240V SINGLE PHASE 41252/ AG2401C3	19	\$95.72	\$1818.68	
SITE SURVEY	1	\$750.00	\$750.00	
MFB9157 902-928 7DB FIBERGLASS TESSCO 73435	1	\$336.32	\$336.32	
69293 FM2 ANTENNA MOUNTING KIT TESSCO	2	\$44.10	\$88.20	
COAX CABLE AND CONNECTORS	1	\$300.00	\$300.00	
APC 750VA SMART UPS BACKUP	1	\$523.50	\$523.50	
GSP-3FT-LMR195 NF X SMA-M CABLE	1	\$72.70	\$72.70	
Z-2 ZAP TRAP SURGE ARRESTOR	1	\$220.00	\$220.00	
Total			\$73,525.05	

The above listed items to be delivered to the Project Location on or before the ____ day
of ____ 202__. * Delivered within 30 days ARO purchase
order.

Bidder's initials: KEG



Public Works

ITEM 4.4

Gene Courtney
Director of Public Works
830-798-4769
gcourtney@cityofburnet.com

Agenda Item Brief

Meeting Date:	February 9, 2021
Agenda Item:	Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING AN INTERLOCAL AGREEMENT WITH BURNET COUNTY FOR MAINTENANCE AND REPAIR OF CITY STREETS FOR THE CURRENT FISCAL YEAR. G. Courtney
Background:	The City of Burnet and Burnet County have partnered up over past several years to resurface (chip seal) some of the streets within the city that have become dilapidated over time. The agreement is based on the County contributing labor and equipment up to \$15,000 and the City of Burnet purchasing the materials to complete the job chosen.
Information:	This is simply our annual renewal of this agreement. This year's project is still to be determined.
Fiscal Impact:	Based on the approved project, and it will be funded out of Capital Street Improvements.
Recommendation:	Staff recommends approving Resolution R2020-05 as presented.

RESOLUTION NO. R2021-05

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING AN INTERLOCAL AGREEMENT WITH BURNET COUNTY FOR MAINTENANCE AND REPAIR OF CITY STREETS FOR THE CURRENT FISCAL YEAR.

Whereas, the City and County are authorized under Texas Government Code Chapter 791 to enter into agreements for the performance of governmental services and functions; and

Whereas, the Commissioner's Court has approved the attached Inter-Local Agreement for the County to provide manpower and equipment in an amount not to exceed \$15,000.00 for maintenance and repair of City Streets for the current fiscal year; and

Whereas, City Council deems it within the Public Interest to enter into said agreement.

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

Section 1. Findings. That the recitals to this Resolution are incorporated herein for all purposes.

Section 2. Agreement approved. The Inter-Local Agreement by and between the City and County of Burnet, and attached hereto, is hereby approved.

Section 3. Authorization. The mayor is hereby authorized to execute the attached agreement on behalf of the City and execute ancillary documents and take such action as is reasonably necessary to facilitate the purposes of this Resolution.

Section 4. Open Meetings. 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.

Section 5. Effective Date. That this resolution shall take effect immediately upon its passage, and approval as prescribed by law.

PASSED AND APPROVED this the 9th day of February, 2021.

CITY OF BURNET, TEXAS

ATTEST:

Crista Goble Bromley, Mayor

Kelly Dix, City Secretary

INTER-LOCAL AGREEMENT BETWEEN
BURNET COUNTY, TEXAS
AND

THE CITY BURNET, TEXAS

This Agreement is made on the 12th day Of January, 2021 by and between the COUNTY OF BURNET, a political subdivision of the State of Texas, hereinafter referred to as "BURNET COUNTY" and the CITY OF BURNET, a municipal corporation, hereinafter referred to as the "CITY".

WHEREAS, the Inter-local Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform government functions and services; and

WHEREAS, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, Chapters 791 of the Texas Government Code, for the performance of governmental functions and services and in accordance with Section 251.012 of the Texas Transportation Code. BURNET COUNTY will provide manpower and equipment for the project in an amount not to exceed a value of \$15,000, per state statute; and

WHEREAS, BURNET COUNTY provides these services to the citizens of BURNET COUNTY, and has the capacity to service the needs of the public citizens within the city limits of CITY; and

WHEREAS, BURNET COUNTY and CITY have investigated and determined the project discussed in this agreement would be advantageous and beneficial to both CITY and to BURNET COUNTY as public roadways are commonly used by county residents and thus said project serves a public purpose. The Burnet County Commissioners Court deems that this project results in benefits to the county; and

WHEREAS, the governing bodies of CITY and BURNET COUNTY desire to foster goodwill and cooperation between the two entities; and

WHEREAS, CITY and BURNET COUNTY, deem it to be in the best interest of both entities to enter into this Agreement relative to the project described above and for such other and additional services as the parties may subsequently agree to by the execution of separate agreements and in consideration of the mutual covenants contained herein, CITY and BURNET COUNTY agree as follows:

SERVICES TO BE PERFORMED

CITY agrees to engage BURNET COUNTY to assist the CITY with a one course seal coat on selected city roads. BURNET COUNTY will provide manpower and equipment for the project in an amount not to exceed a value of \$15,000, together with all incidental acts, procedures, and methods necessary to accomplish the ends of such project.

DURATION OF AGREEMENT

Unless mutually initiated, cancelled, or terminated earlier than thirty (30) days written notice, this Agreement shall commence on the date of execution and shall expire upon the completion of the work performed and the compensation being provided over a maximum one year period or September 30, 2021, whichever occurs first.

COMPENSATION

BURNET COUNTY recognizes that "in kind" services shall be provided by CITY in consideration of this agreement. These "in kind" services may take place in the form of various acts and contributions. Amongst these types of services, CITY may provide excess material, equipment, manpower, or other resources it may possess for use on any COUNTY project that is deemed to serve a public purpose. Such compensation shall be provided upon request of COUNTY and upon a determination by CITY that said "in kind" services are available for use by COUNTY during the duration of this agreement. CITY's "in kind" compensation shall be limited to an amount not to exceed \$15,000 in value, per state statute.

RELATIONSHIP OF PARTIES

The parties intend that BURNET COUNTY, in performing services specified in this agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Neither BURNET COUNTY, its agents, employees, volunteer help or any other person operating under this AGREEMENT, shall not be entitled to participate in any pension or other benefits that BURNET COUNTY provides it employees.

NOTICE TO PARTIES

Any notice given hereunder by either party to the other shall be in writing and may be affected by personal delivery in writing or by certified mail, return receipt requested. Notice to BURNET COUNTY shall be sufficient if made or addressed to the office of the County Judge.

Notice to CITY shall be sufficient if made or addressed to the office of its City Manager/Administrator.

MISCELLANEOUS PROVISIONS

Indemnification:

CITY and COUNTY each agree to the extent allowed by law to promptly defend, indemnify and hold each other harmless from and against any and all claims, demands, suits causes of action, and judgments for (a) damages to the loss of property of any person; and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of incident to, concerning or resulting from the negligent or willful act or omissions of either party and their respective agents, officers, and or employees in the performance of their activities or duties pursuant to this Agreement.

Entire Agreement

This document contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of not or effect except in a subsequent modification in writing signed both parties.

This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas.

No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or part, by either party without the prior written consent of the other party. Venue shall be in BURNET COUNTY, TEXAS.

The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party presented and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extending said authority have duly passed and approved and are now in full force and effect.

EXECUTED by the parties hereto, each respective entity actin by and through its duly authorized official as required by law, on the date specified on the multiple counterpart executed by such entity.

The City of Burnet, Texas

BY: _____
David Vaughn, City Manager

Burnet County, Texas

BY: 
James Oakley, Burnet County Judge

DATE: _____

DATE: 1.12.2021

ATTEST:

Kelly Dix, City Secretary

IN THE COMMISSIONERS' COURT OF
BURNET COUNTY, TEXAS
ORDER OF APPROVAL OF INTERLOCAL COOPERATION CONTRACT WITH
the CITY OF BURNET
FOR

Assisting City with one course seal coat during FY 2021

The Commissioners' Court of BURNET COUNTY, TEXAS, in compliance with §791.015 of the Texas Government Code, otherwise known as the Inter-local Cooperation Act, and before the commencement of any work to construct, improve, or repair the subject matter of an Inter-local Contract with the CITY OF BURNET hereby authorizes and approves this separate specific written approval for the proposed project. In this regard, the following provisions apply to such proposed Inter-local Cooperation Contract:

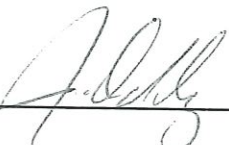
1. This approval is separate and distinct from the Inter-local Cooperation Contract itself.

The proposed project is for BURNET COUNTY to: Assisting City with one course chip seal on approx. 3 miles of city roads.

2. _____

3. The Commissioners' Court of BURNET COUNTY, TEXAS specifically finds that herein described project would serve a public purpose and would be beneficial to the citizens of BURNET COUNTY, TEXAS.

Date: 1-12-21



County Judge, James Oakley

Attest:



County Clerk, Janet Parker

Ex officio clerk of the Burnet County Commissioners' Court



City Manager

ITEM 4.5

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

Agenda Item Brief

Meeting Date:	February 9, 2021
Agenda Item:	Discuss and consider action: Approve and authorize the City Manager to execute an Associate Club Membership Agreement with the Texas Golf Association: D. Vaughn
Background:	The handicapping system used in the current point-of-sale system is out of date and will no longer be available for use when we terminate the use of the existing system. The attached agreement will allow members and non-members to have access to the latest GHIN handicapping system offered through the USGA.
Information:	
Fiscal Impact:	Given that the course has historically provided this service for no charge, staff plans to provide the service to members of the course at no charge, which is estimated at a cost of approximately \$2,500 per year. Non-members would be charged a fee for the service. Other changes that have already been implemented will help create additional revenue to help offset the cost.
Recommendation:	Staff recommends a motion to authorize the City Manager to execute the agreement with the Texas Golf Association as presented.



**Texas Golf Association
Associate Club Membership Agreement**

This agreement is by and between the **Texas Golf Association (“TGA”)** and **Delaware Springs Golf Course (“CLUB”)** for membership in the Texas Golf Association for a period of 24 months commencing on January 1, 2021 and operating through December 31, 2022.

Club Eligibility – Associate Club Membership

Any golf or country club, whose reputation and general policy is in accord with the best high ideals of the game of golf and which is not eligible to be a Regular Member, is eligible as an Associate Member of this Association if it meets the following specifications:

It is an organized golf club which is a permanent club composed of individual dues paying members with committees appointed to organize golf activities, its members are affiliated or know to one another, via business, fraternal, ethnic or social organization where the majority of the members had an affiliation prior to organizing the club or its members had no prior affiliation but the majority of the recruiting and sign up of the membership was by solicitation to the general public and it has at least 10 individual dues paying members.

TGA Benefits – During the term of this agreement, CLUB will receive the following benefits.

1. GHIN: The TGA is designated as an “Authorized Golf Association” by the USGA and as defined in the Rules of Handicapping Manual, for the assigned “Territory” (to encompass all of Texas except El Paso County) to issue WHS Handicap Indexes. As such, the TGA will provide the CLUB with a technology suite called the Golfer Handicap and Information Network (GHIN), for the Club’s use in managing the handicap indexes for Club members. The Club will be provided access to the GHIN service, along with the Tournament Management package as defined herein. Club members will have access to the software benefits designated for individual golfers.
2. USGA Tournament Management powered by Golf Genius (“USGA TM”): TGA Member Clubs receive complimentary use of the USGA TM Club version, a powerful software resource to manage and conduct tournaments and outings at CLUB. Clubs may upgrade to USGA TM Premium at a discounted rate of \$2,800 per calendar year. Clubs electing to upgrade to USGA TM Premium must pay a one-time activation fee of \$400.
3. TGA Championships: The TGA hosts hundreds of competitive opportunities every year. TGA Championships will only be hosted at TGA Member Clubs. Only members of TGA Clubs may participate in TGA Championships.
4. Fun Golf: The TGA hosts multiple recreational golf outings every year. TGA Fun Golf activities will only be hosted at TGA Member Clubs.
5. Course Rating: The World Handicapping System is based on a system of accurate Course Rating. The TGA completes all certified Course Ratings in Territory. TGA Member clubs may have

Course Ratings completed at a discounted rate. See www.txga.org for current Member and Non-Member fees.

6. Education: The TGA provides educational and training opportunities for Club staff and Club members on a wide range of topics upon request. Topics may include Handicapping, Course Rating, Event Administration and the Rules of Golf. TGA charges cost only for travel and materials. Contact the TGA for a cost estimate.
7. Member Rewards Program: All members of TGA Member Clubs gain access to the TGA Member Rewards Program at no cost. See www.txga.org for details on the Member Rewards Program.
8. TGA Club Consulting: TGA Member Clubs receive discounted access to select Club Consulting Service providers. See www.txga.org for current Club Consulting offers.
9. Member Recruitment Program: Upon request, the TGA will coordinate and administer online membership registration for CLUB. See Attachment "A" for complete program information and to authorize CLUB participation.

TGA Responsibilities – During the term of this agreement, TGA agrees to the following:

1. TGA will provide authorization and access to the USGA GHIN System for CLUB and its Members as applicable.
2. TGA will provide authorization and access to USGA TM Club Product.
3. TGA will provide complimentary training, assistance and ongoing technical support for use of GHIN and USGA TM products.
4. TGA will provide handicap administration and governance oversight to all Clubs within the assigned Territory.
5. TGA will complete required and / or requested Course Ratings in a timely manner according to the policies and fees established.
6. TGA will provide handicap cards, shaft labels, scorecards, cart signs and other special revisions and reports to CLUB at cost upon request.

CLUB Responsibilities – During the term of this agreement, CLUB agrees to the following:

1. GHIN Handicapping Software as provided in this agreement will be the exclusive handicap computation software used at CLUB for all members.
2. CLUB will maintain a Handicap Committee as defined in the Rules of Handicapping and will discharge its responsibilities as set out in the Rules of Handicapping Manual and the USGA Handicap Committee Guide.
3. CLUB will abide by the USGA Handicap Certification requirements, all terms of the World Handicap System and rules of the USGA and TGA with regard to Handicapping.
4. CLUB will maintain a current Course Rating. According to WHS Course Rating guidelines, all clubs must be rated at least once every ten (10) years. Newly constructed courses must be re-rated in the first five (5) years the club is open. CLUB agrees to pay the applicable fee for Course Rating. **CLUB's Course Rating must be completed not later than: 2020.** CLUB acknowledges that TGA is required to inactivate CLUB's Course Rating if it is not maintained and up to date.

The Course Rating for this course has expired. You must contact Zach Madison no later than February 28, 2021 to make the necessary arrangements for re-rating.

5. CLUB will generate all reports, handicap labels and other data through GHIN software resources.
6. CLUB will provide any hardware required to utilize the GHIN System, USGA TM products or other technology made available through this agreement.

Financial Agreement

Dues – During the term of this agreement, CLUB agrees to pay TGA **\$24.00 per player per year** according to the billing process outlined below. CLUB will be charged for any golfer that is active during any point in the calendar year except those deleted or inactivated prior to the First Billing Date.

Billing Process – The TGA will invoice CLUB for the full amount due for the total number of golfers that are or have been active on the Handicap System during the billing cycles established below.

For Clubs under contract prior to the First Billing Date:

First Billing Date March 1 – Club will be billed the full applicable rate for all golfers active on CLUB's roster following the Deletion Date – 1 day prior to March 1. The following credit applies to clubs for golfers inactivated after the First Billing Date.

- Inactivated from roster between March 1 – March 31: 50% of the full applicable rate per member
- Inactivated from roster after March 31: No credit will be given

Second Billing Date September 15 – CLUB will be billed the full applicable rate for any member that was activated at any point between March 1 and September 14.

Third Billing Date December 15 – CLUB will be billed the full applicable rate for any member that was activated at any point between September 15 and December 14.

For Clubs activating after the First Billing Date:

CLUB will be billed for all active golfers on the first Revision Date following the CLUB's activation. The Billing Process as defined above applies after the CLUB's initial billing.

Payment Terms

1. All invoices are due within 30 days of the invoice date.
2. CLUB agrees to pay interest at the rate of 10% per annum on any unpaid invoices after 30 days from the date of the invoice.
3. TGA reserves the right to terminate the GHIN Handicap Service, TGA Membership and all related services in the event any payment due the TGA is not received within 45 days of the invoice date.
4. Clubs are subject to a \$100.00 reactivation fee if service is inactivated due to non-payment.

Renewal

At the end of the initial term, this agreement shall renew for an additional 12-month term at the annual rate set by the TGA unless CLUB provides written notice of Termination at least 30 days prior to the agreement expiration date.

The TGA will notify CLUB regarding any Dues increase no less than 60 days prior to any renewal term of this agreement.

Notice

All notices and correspondence will be sent to the addresses below:

Delaware Springs Golf Course

David Vaughn

600 Delaware Springs Blvd

Burnet, TX 78611

(830) 798-3974

dvaughn@cityofburnet.com

Texas Golf Association

Contact Mary Harrison

Address 16200 Addison Rd., Suite 150

City, ST, Zip Addison, TX 75001

Phone 214-468-8942

Email mary@txga.org

Agreed to and accepted on: _____

Club Name: **Delaware Springs Golf Course**

Authorized Club Representative Signature: _____

Title of Authorized Representative: _____

TEXAS GOLF ASSOCIATION



Senior Director, Handicapping & Membership

ATTACHMENT "A"

Club Membership Recruitment Agreement

TGA and CLUB agree to work together as follows to recruit new members to CLUB's TGA membership.

1. TGA will provide a unique Online Join / Renew (OJR) portal for CLUB
2. CLUB may direct members to register for a TGA membership through the portal
3. Full payment for the membership (defined below) is made to the TGA
4. The TGA will issue CLUB a rebate on the next scheduled TGA billing date for all revenue due to clubs resulting for all online transactions since the last TGA billing.
5. TGA will maintain the payment portal and cover all processing and administrative costs for all transactions

Payment and Rebate Details

1. Members joining through OJR will be added to CLUB's roster automatically and immediately upon final processing of payment
2. Members joining between January 1 and February 28 will be rebated on the March 1 billing date. Members joining between March 1 and September 14 will be rebated on the September 15 billing date.
3. Members joining between September 15 and December 31 will be rebated on the March 1 billing of the following year.

Automatic Expiration Dates

All members joining through the OJR portal will be automatically inactivated according to the schedule below. **Club staff MUST NOT manually inactivate golfers who have joined through the OJR portal.**

Members joining through OJR between January 1 and December 30 will be set to automatically expire on December 31 of the year in which they joined.

Club Responsibilities

- Club may establish the full retail price charged to members joining through OJR. Once established, the full retail price may only be amended effective January 1st of each year. Changes to the retail price must be provided to the TGA in writing no later than December 15.
- The full retail price established by CLUB may not be lower than the applicable TGA Member Dues amount.
- The Club is encouraged to provide Member-only benefits to TGA members at its discretion. The Club will notify the TGA of exclusive member benefits.

TGA Responsibilities

- The TGA will provide Club with a unique OJR portal for membership signup and payment
- TGA will publish an interactive map of all member clubs with Participating OJR clubs identified
- TGA will publish a list of participating clubs along with the Club's established pricing and special member benefits.

Club Membership Recruitment Agreement

Pricing Details - Please complete and sign this form to authorize Online Join / Renew (OJR)

TGA Dues charged at the rate current rate according to this or subsequent renewal agreements

- Current TGA Fees–January 1, 2021 – \$24.00
- Member Club Revenue–Insert rebate amount due to club for each transaction – \$.00
- TOTAL Price Charged to members– \$.00

Delaware Springs Golf Course	Club #
County:	

Please list all membership requirements for anyone interested in joining your club and becoming a member of the TGA:

Please indicate any special benefits provided to TGA Members at Member Club:

Contact Name: _____

Authorized Club Representative Signature: _____

TEXAS GOLF ASSOCIATION



Senior Director, Handicapping & Membership



MEMBERSHIP PROPOSAL

Delaware Springs Golf Course, Burnet

Texas Golf Association
16200 Addison Rd, Suite 150
Addison, TX 75001
(214) 468-8942
www.txga.org

Dear David & Tony,

Thank you for your interest in the Texas Golf Association and TGA/GHIN/WHS Membership. Rest assured you're in great company! More than 500 private clubs, public courses and resorts in Texas already have made the important decision you're considering.

We know as well as anyone that each golf facility is unique. No two clubs or courses are the same. Likewise, there are many different reasons to become a TGA Member Club. Regardless of the motivation, all of our services, products and everything we do functions to achieve the same critical goals. Simply put, a TGA Membership adds tremendous value to your club and greatly enhances your members' experiences.

It's important to emphasize that your members get much more than a World System Handicap (WHS) Handicap when your club joins the TGA. We've developed a suite of value-based products for your members, so that you are bringing new value to every one of them when your club joins the TGA. You will find many of the details on the following pages.

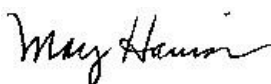
When you join, your club also receives the highly anticipated USGA Tournament Management Club software. This fully web-based program streamlines all of the details involved in hosting events, leagues and outings. This far superior product is a complete replacement for Tournament Pairing Program (TPP), and TGA Member Clubs get the basic version of the new software at no extra cost.

TGA Member Clubs also have the luxury of showcasing themselves to prospective new members and influential guests. By hosting a TGA Championship, our Member Clubs expose their courses and amenities to the best golfers in the state. There is no stronger recommendation than one from an accomplished competitive golfer. There also are opportunities to host outings for recreational golfers that attract casual golfers who are always looking for new places to play or join.

These programs work to create value for your club, increase your stature in the community and enrich the experience of your members. For more than 100 years, the TGA has worked to grow and protect the game. We think that starts with serving as a resource and partner for all of our Member Clubs. When our clubs are successful, golfers are happy. And happy golfers play more rounds. I hope you'll decide to join our family and let us help your club realize its full potential.

Of course, there are many more reasons to become a TGA Member Club. I've included some additional detail about several of them in the following pages along with some custom added value that I am excited to offer Delaware Springs Golf Course as a special new member benefit. I look forward to discussing these with you soon. Thanks so much for your time and consideration.

Best regards,



Mary Harrison
Senior Director, Membership & Handicapping

TGA Member Club Benefits

What clubs love about TGA Membership

Providing club members with an official WHS Handicap

The new World Handicap System helps golfers enjoy golf more by providing golfers of differing skill levels to compete fairly. Getting a handicap through the TGA ensures that your club has access to the very latest technology, complete database of golfers and courses across the nation and has a staff of experts available at your convenience. **The TGA/GHIN sign up process has gotten even easier with our NEW automated technology called Online Join Renew (OJR).** Quickly and accurately look up handicaps for guests, automatically update the handicaps for all of your members, and have a team of handicapping experts at your command. The new system also provides rebates. When you charge more than our per-player rate, we'll be sending your club a check instead of a bill!



Providing great value to club members

Members of your club get much more than a handicap when they join the TGA. They gain access to big discounts on hotels and flights through [Affinity Travel Benefits](#). TGA members also have access to [special prices on resort stay-and-play opportunities](#), discounts movie and concert tickets and other entertainment options; reduced rates on AAA memberships and a host of exclusive insurance pricing options through Nationwide. We continue to add value-based products for TGA Members throughout the year.

Managing club events with state of the art tournament software

TGA members have access to the **USGA Tournament Management Club software powered by Golf Genius ("TM Club") at no additional charge.** This NEW PRODUCT is a complete replacement for the Tournament Pairing Program ("TPP") and provides club operators with tools to handle all of the details of hosting an event. Whether your outing is one day or over the course of an entire season, TM Club will handle it. Use TM Club for individual, team, gross, net, stroke play, match play, scrambles, shambles, multiple formats and anything else you can imagine. There is not a more powerful tool in the market and this one is designed FOR club operators BY club operators. The TM Club Premium software offers even more features and opportunities to "WOW" event participants. TGA member clubs choosing to upgrade receive \$700 off the Premium product subscription.

Generating meaningful income for golf operations

Clubs will always set their own price for a TGA membership and GHIN handicap. The current TGA fee is \$24 per golfer, and the average price of membership in clubs across the state is at least \$40. That means a golf shop has approximately \$16 in MARGIN included every time a member signs up for a handicap. That's more profit than a dozen golf balls, a cap, glove or wedge. Add revenue for your club while you add value for your members.

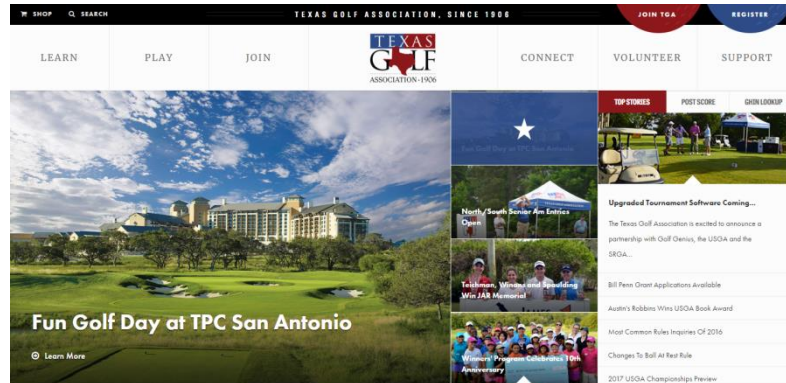
TGA Member Club Benefits

What clubs love about TGA Membership

Hosting TGA activities

TGA Championships receive statewide attention among the game's most avid players, and we only host these at TGA member clubs. Our super popular TGA Fun Golf Series events also are only played at member clubs. All of our events – both on the elite competitive and laid-back

recreational sides – help connect golfers in a local market with clubs. Golfers interested in these playing opportunities visit the TGA website (www.txga.org) to register. The steady flow of web traffic resulted in an average of 53,000 unique visitors per month and more than 2.98 million total page views in 2019. Hosting a TGA event is a great way to introduce a club to the most qualified set of golfers in Texas.



Discounted Course Rating Service

All golf courses must be rated according to the WHS Course Rating System every ten years. An accurate course rating is the fundamental basis for the World Handicap System. TGA member clubs save over \$1,500 for every 9- or 18-hole rating. Golf courses require a current WHS Course Rating, which is key to providing accurate handicaps. Our records show Delaware Springs Golf Course's course ratings have expired, so we would want to move forward with that process as soon as possible after joining.

Staying up to date with important information and industry updates

TGA member clubs receive TGA Local Knowledge every month. This publication includes information to help your club get the most out of what the TGA has to offer. You will receive tips to optimize handicapping, course rating and event management products provided by the TGA as well as content collected from industry partners like the CMAA, USGA and club consultants.

Providing definitive answers and educational opportunities for staff and members

The TGA hosts educational events throughout the state all year long. We provide regular programming to help clubs comply with handicapping requirements and provide support to Handicap Committees. Upon request, TGA staff will provide custom educational seminars, best practice training and Q&A sessions for your Board of Directors, Golf Committee, MGA / WGA or membership at large. PGA members may even qualify for MSR points for select training sessions conducted by the TGA.

TGA Membership Agreement

TGA Annual Dues: \$24 per golfer per year for years 2021 & 2022

Term of agreement January 1, 2021 – December 31, 2022

Membership Considerations for Delaware Springs Golf Course

Description	DSGC Cost	DSGC Value
TGA Fees – estimated 50 members – \$24.00 PP for 2021	(\$1,200)	
Revenue from membership – <i>Sold to DSGC Members</i> – \$24.00 for 2021		\$ 1,200
USGA TM Club Product		\$3,200
Course Rating 9 or 18 holes	(\$475)	\$2,000
CSGC member access to Affinity Travel Benefits		Value to Members
CSGC member access to discounted AAA Membership		Value to Members
TOTAL COST / VALUE	(\$1,675)	\$6,400 + Value to Members



Development Services

ITEM 4.6

Habib Erkan, Jr.
Development Services
(512) 715-3215
herkan@cityofburnet.com

Agenda Item Brief

Meeting Date: February 9, 2021

Agenda Item: Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY DESCRIBED AS 2435 W. HIGHWAY 29 (LEGAL DESCRIPTION: 6.56 ACRE TRACT, JOHN HAMILTON SURVEY NO. 1, ABSTRACT 405) WITH HEAVY COMMERCIAL – DISTRICT “C-3” ZONING CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: H. Erkan, Jr.

Current Zoning: Medium commercial—District “C-2”

Request Zoning: Heavy commercial – District “C-3”

Project: RV park.

Staff Analysis: The Property has access from Texas Highway 29. Property immediately to the east and west are zoned “C-2”; property immediately to the north is zoned “C-3”; and property to the south is in the extraterritorial jurisdiction. Currently there are no utilities (water or sewer) in place to serve the property; and the closest water main is located approximately 550 ft to the west.

The property is designated on the Future Land Use Plan as commercial; therefore, no revision to the Plan is required to grant this request.

15 notices were sent to surrounding property owners. Staff received one opposition by email from an owner of property in the extraterritorial jurisdiction opposed to the zoning change.

P&Z Report: The commission recommends approval of the “C-3” zoning by a vote of 4 in favor, one opposed.

Recommendation: Staff recommends approval of the first reading of Ordinance 2021-05 as presented.

ORDINANCE NO. 2021-05

AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY DESCRIBED AS 435 W. HIGHWAY 29 (LEGAL DESCRIPTION: 6.56 ACRE TRACT, JOHN HAMILTON SURVEY NO. 1, ABSTRACT 405) WITH HEAVY COMMERCIAL – DISTRICT “C-3” ZONING CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council, by the passage and approval of Ordinance No. 2021-001, affixed the zoning classifications for each and every property located within the city in accordance with the Official Zoning Map as approved with said ordinance; and

WHEREAS, the purpose of this Ordinance is to amend the Official Zoning Map by amending the zoning classification of the Real Property (“Property”) described herein; and

WHEREAS, the Planning and Zoning Commission, after conducting a public hearing on the matter, deliberated the merits of the proposed amendment of zoning classification and has made a report and recommendation to City Council; and

WHEREAS, in passing and approving this ordinance it is legislatively found the Planning and Zoning Commission and City Council complied with all notice, hearing and meetings requirements set forth in Texas Local Government Chapter 211; Texas Government Code Chapter 551, as amended by the Governor’s Executive Pandemic Orders; the City Charter; and Chapter 118, of the Code of Ordinances; and

WHEREAS, it is further legislatively found that this proposed zoning reclassification of property does not require an amendment to the Future Land Use Plan; and

WHEREAS, City Council, after considering the testimony and comments of the public, reports and recommendations of City Staff and the Planning and Zoning Commission, and the deliberation of its members, by passage and approval of this Ordinance hereby determines the action taken herein is meritorious and beneficial to the public health, safety and welfare.

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

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

Section two. Property. The Property that is the subject to this Zoning District Reclassification is 2435 W. Highway 29 (Legal Description: 6.56acre tract, John Hamilton Survey No. 1, abstract 405) as shown on **Exhibit “A”** hereto.

Section three Zoning District Reclassification. Heavy Commercial – District “C-3” Zoning District Classification is hereby assigned to the Property described in section two.

Section four. Zoning Map Revision. The City Secretary is hereby authorized and directed to revise the Official Zoning Map to reflect the change in Zoning District Classification approved by this Ordinance.

Section five. Repealer. Other ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent of such conflict.

Section six. Severability. This Ordinance is severable as provided in City Code Section 1-7 as same may be amended, recodified or otherwise revised.

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

PASSED on First Reading the 9 day of February 2021.

PASSED AND APPROVED on this the 23 day of February 2021.

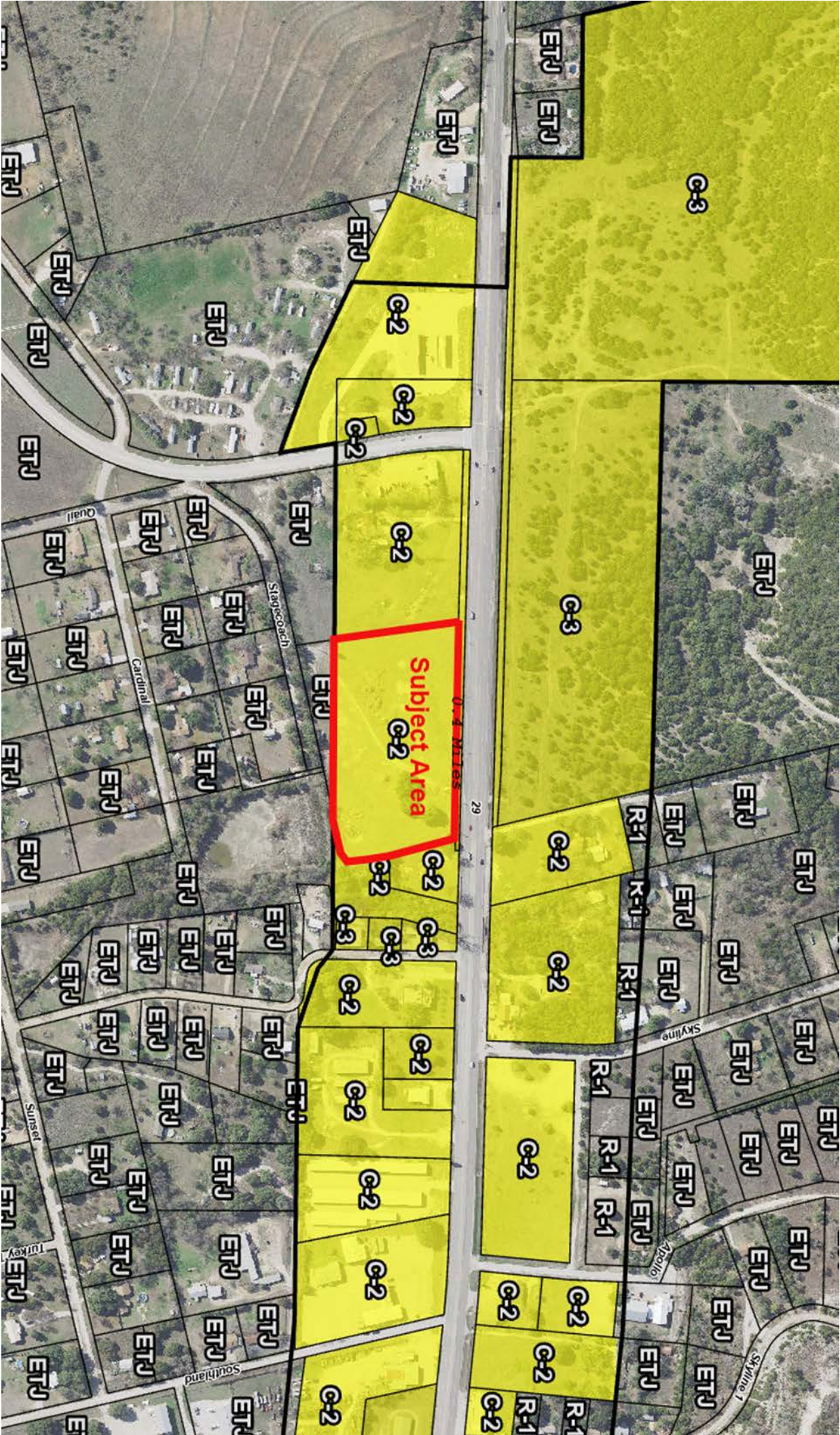
CITY OF BURNET, TEXAS

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

Exhibit A – Location Map





City Manager

ITEM 4.7

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

Agenda Item Brief

Meeting Date:	February 9, 2021
Agenda Item:	Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AMENDING SECTION 74-38 GOLF COURSE RATES, SECTION 74-39 DELAWARE SPRINGS PAVILION RENTAL RATES AND REGULATIONS AND SECTION 74-40 ADMINISTRATIVE RULES OF THE CITY OF BURNET CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY AND OPEN MEETINGS CLAUSES; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OTHER RELATED MATTERS: D. Vaughn
Background:	Staff has been researching rates and policies of other area courses. The recommended changes are primarily to bring policies and practices in-line with other courses and to make the game more accessible to young children and junior golfers.
Information:	The changes are too numerous to provide a relined draft. Staff will present a thorough review of the proposed changes at the meeting.
Fiscal Impact:	While the fiscal impact of the changes cannot be quantified, the proposed changes are anticipated to increase revenues and play at the course.
Recommendation:	Approve the first reading of Ordinance 2021-06 as presented.

ORDINANCE NO. 2021-06

AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING THE CITY CODE OF ORDINANCES SECTION 74-38 GOLF COURSE RATES, SECTION 74-39 DELAWARE SPRINGS PAVILION RENTAL RATES AND REGULATIONS AND SECTION 74-40 ADMINISTRATIVE RULES; PROVIDING FOR SEVERABILITY AND OPEN MEETINGS CLAUSES; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, the City provides, or causes to be provided, golf services to the citizens of the City of Burnet and to the general public; and

WHEREAS, in order to administer the operations of the course, facilitate the efficient implementation of this Article, provide an inviting golfing experience, and protect the best interest of the city, City Council delegates course rule making authority to the City Manager; and

WHEREAS, in order to properly manage the golf course and remain fiscally responsible to its citizens certain reasonable daily rates and dues are proper to assess; and

WHEREAS City Council finds that the following dues and rates are reasonable and fair given the golf services provided.

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. Section 74-37 (entitled "reserved") is amended by adding the language that follows:

Section 74-37 Definitions. In this Article the terms in italics below shall have the definitions that follow:

Administrator shall mean the City Manager or the person the City Manager designates to administer this Article.

Cart Fee shall mean the fee for use of a Public Cart.

Dynamic Pricing shall mean a decrease of up to 50% of the rates established in this Article to manage golf course use in high volume periods and generate more golf course use in low volume periods.

First Responder shall mean a law enforcement, fire protection, or emergency medical services employee or volunteer as defined in Section 421.095(1) of the Texas Government Code.

Golf Cart shall mean a motorized or electric powered vehicle manufactured for the purpose of transporting golfers and equipment on the Golf Course.

Holiday(s) shall mean an official holiday as adopted in the City of Burnet Personnel Policy.

Juniors shall mean a person 18 years of age or younger, or a member of the Burnet High School Golf Team.

Private Cart shall mean a privately owned Golf Cart.

Promotional Rates shall mean a discount of the Rates established by this Article, up to 50%, to promote a special event or activity.

Public Cart shall mean a Golf Cart that is the property of the City.

Seniors shall mean a person 60 years of age or older.

Twilight shall begin at 2:00 p.m. during standard time and 3:00 p.m. during daylight savings time.

Trail Fee shall mean the fee for use of a Private Cart on the Golf Course.

Weekday shall mean Monday, Tuesday, Wednesday, or Thursday (does not include Friday).

Weekend shall mean Saturday, or Sunday and Holidays.

Section. 2. Amendment. Section 74-38 Golf Course Rates of the City of Burnet Code of Ordinance shall be amended in its entirety as follows:

Section 74-38 Golf Course Rates. Rates established for use of the Golf Course do not include applicable sales tax and are as follows:

(a) DAILY RATES

GREEN FEES	Weekday Rate	Friday Rate	Weekend/Holiday Rate
18 Holes*	\$ 27.00	\$32.00	\$37.00
9 Holes**	\$15.00	\$18.00	\$20.00
Twilight Rate***	\$ 17.00	\$21.00	\$25.00

*Seniors, Juniors, Active-Military and First Responders shall receive a \$5.00 discount off 18-hole rates. Discounts do not apply to Twilight Rate.

**Seniors, Juniors, Active-Military and First Responders shall receive a \$2.00 discount off 9-hole rates. Discounts do not apply to Twilight Rate.

***Children fourteen (14) years of age and under shall receive a free Green Fee and Cart during Twilight hours with a paying adult (1 child for each paying adult).

Members of the BCISD Junior High and High School Golf Teams shall receive a free Green Fee during Twilight hours (Cart not included).

RANGE BALLS*	Rate
Standard Rate	\$4.62
Junior Rate	\$2.77
<i>*Sales tax not included</i>	

CART/TRAIL FEES

The Cart Fees for use of a Public Cart are:

Cart 18 Holes - per person*	\$16.00
Cart 9 Holes - per person*	\$13.00
Twilight Cart – per person*	\$12.00
Private Cart Trail Fee - per cart 9 or 18 Holes	\$13.00

**Sales tax not included*

All players who use a City owned cart must pay a Cart Fee. Anyone over the age of 14 riding in a City owned cart not playing shall be required to pay the applicable Cart Fee.

All players who use a Private Cart must pay a Trail Fee.

(b) ANNUAL DUES AND MONTHLY RATES

The following rates are charged to permit play in lieu of posted daily rates.

	ANNUAL DUES* (12 Month Commitment)			NON COMMITMENT
Type	Annual Payment	Semi-annual Payment	Monthly Payment	Monthly Payment**
Single	\$ 1,082.00	\$ 568.00	\$ 99.00	\$ 124.00
Spouse	\$ 541.00	\$ 284.00	\$ 50.00	\$ 63.00
Junior	\$ 361.00	\$ 190.00	\$ 33.00	\$ 42.00
Trail Fee – Single Cart	\$ 578.00	\$ 303.00	\$ 53.00	\$ 67.00
Trail Fee – Second Cart	\$ 289.00	\$ 152.00	\$ 27.00	\$ 34.00
Cart Storage – Single Stall***	\$ 509.00	\$ 266.98	\$ 47.11	\$ 59.12
Cart Storage – Second Stall***	\$ 254.97	\$ 133.95	\$ 23.09	\$ 29.56
Cart Rental – Single Cart***	\$ 969.98	\$ 509.00	\$ 88.68	\$ 110.86
Cart Rental – Second Cart***	\$ 484.99	\$ 254.97	\$ 44.34	\$ 55.43

* When player commits to a twelve (12) month program (October through September of the current year).

**The non-commitment rate applies to players who wish to pay a monthly rate but do not want to commit to a 12-month program. The non-commitment rate is based on calendar months.

***Does not include sales tax.

ANNUAL DUES AND MONTHLY RATE RESTRICTIONS:

- Spouse rate only applies to spouse of Annual Dues and Monthly Single Player.
- Annual and Monthly dues are non-transferable.
- Annual Dues Player must commit to twelve (12) month program (October through September) of the current fiscal year to be eligible for semi-annual or monthly payments.
- Second Cart must be owned and/or operated by the Spouse or minor child of the Single Player.
- New Annual Dues Players who join after the beginning of the fiscal year and have not been an Annual Dues Player in the last twelve (12) months, shall be eligible to enroll on the semi-annual or monthly payment plan for the remainder of the current fiscal year.

- Annual Dues and Monthly Players may be subject to designated tee times as established by the City Manager and/or his or her designee.
- Annual Dues Players and Monthly Players who use a private cart must pay a Trail Fee.
- Annual Dues Players and Monthly Players who use a City owned cart must pay a Cart Fee.
- In the event an Annual Dues Player is unable to play for a period of thirty (30) consecutive days or more due to an illness or injury, then with medical verification of said illness or injury, the Administrator shall have the authority to suspend, or in the event of pre-payment refund, that portion of the fees incurred during the period of absence.

(c) GENERAL RATE PROVISIONS

- (1) The Administrator, as he or she may reasonably determine to be in the best interest of the City, is authorized to do any of the following:
 - A. establish Promotional Rates and implement Dynamic Pricing to effectively manage utilization and income generation of the Golf Course;
 - B. establish player programs as the Administrator finds appropriate; and
 - C. establish fees and charges for other goods and services not specifically established by ordinance.
- (2) This Article does not constitute an offer of contract between the City and any person and shall not be construed as such.
- (3) Payment of a fee or dues as prescribe by this Article gives the payer a license to use the Golf Course which is revocable, without refund, by the Administrator for violation of any law, ordinance or Golf Course Administrative Rule.

Section 74-39 Pavilion Rental of the City of Burnet Code of Ordinance shall be amended in its entirety as follows:

Section 74-39 Delaware Springs Pavilion Rental Rates and Regulations.

The Delaware Springs Golf Course Pavilion ("Pavilion") shall be available for rental at a daily or hourly rate subject to availability as follows:

- a. Rental fees:
 1. Daily Rental Fee shall be \$500 per day with a damage deposit of \$250.
 2. Hourly Rental Fee shall be \$75 per hour with a \$250 damage deposit. Hourly Rental shall be subject to the following:
 - i. Minimum rental shall be for two (2) hours.
 - ii. Set-up fee for Hourly Rental shall be \$100 if set up is requested.

3. Annual dues payers may receive up to one (1) free rental of the pavilion per year for up to two (2) hours for a birthday party of the annual dues payer, their spouse, or their minor child; or for an anniversary party for the annual dues payer and their spouse.
- b. There shall be no fees or deposits for the Pavilion when, in the sole discretion of the City, the use of the Pavilion is necessary for a golf tournament.
- c. Events shall begin no earlier than 7 a.m. and end no later than 10 p.m.

Section 74-40 Administrative Rules of the City of Burnet Code of Ordinance shall be amended in its entirety to read as follows:

Sec. 74-40. Administrative Rules. The city manager is authorized to develop rules to effectively administer the operations of the course, facilitate the efficient implementation of this Article, provide an inviting golfing experience, and protect the best interest of the city.

Section 3. 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 4. Effective Date. This ordinance shall take effect immediately from and after its passage in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

Section 5. Open Meetings. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code; as suspended, or otherwise modified, by executive orders of the governor of this state in response to the COVID-19 pandemic.

PASSED AND APPROVED on first reading this the 9th day of February, 2021.

FINALLY PASSED AND APPROVED on this the 23rd day of February, 2021.

CITY OF BURNET, TEXAS

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

Summary of Major Changes

- 1) Added definitions.
- 2) Limited discounts for dynamic pricing and promotional rates to 50%. Previously there was no limit to how much a price could be discounted.
- 3) Reduced the age to qualify as a senior from 62 to 60.
- 4) Clarified that Senior, Junior, Active-Military and First Responder Discounts do not apply to twilight rates or already discounted rates.
- 5) Amended Twilight hours to be 2pm during standard time and 3pm during daylight savings time.
- 6) Included a different rate for Fridays. Previously Fridays were at the same price as Monday through Thursday.
- 7) Added a discount for First Responders.
- 8) Added children fourteen years of age and younger could play for free with an adult during Twilight hours. Also, added that members of the junior high and high school golf teams could play for free during Twilight hours. Both are intended to help grow the game and encourage parents to introduce their kids to the game.
- 9) Clarified that sales tax is not included in the posted price for range balls and carts.
- 10) Added a Twilight rate for carts to help lower the overall posted price for Twilight rounds.
- 11) Amended prices on annual dues table to show pre-tax amounts.
- 12) Clarified that the second cart owned by an annual dues player is limited to use by a spouse or MINOR child of the annual dues player.
- 13) Reduced the hourly rate, daily rate, and deposit amount for the pavilion.
- 14) Added that annual dues players can use the pavilion for up to 2 hours per year for a birthday party or anniversary party.



City Manager

ITEM 4.8

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

Agenda Item Brief

Meeting Date:	February 9, 2021
Agenda Item:	Discuss and consider action: Direction to Staff pertaining to repairs at the Burnet Municipal Airport, Hangar D: D. Vaughn
Background:	The doors and door openers for hangar D continue to be a concern. Staff will update Council regarding those concerns at the time of the meeting.
Information:	
Fiscal Impact:	To be determined
Recommendation:	No action necessary at this time.



Administration

ITEM 4.9

Habib Erkan
Assistant City Manager
512-715-3201
herkan@cityofburnet.com

Agenda Item Brief

Meeting Date: February 9, 2021

Agenda Item: Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET AMENDING THE CODE OF ORDINANCES CHAPTER 21 (ENTITLED "SIGN REGULATIONS AND STANDARDS") BY INCREASING THE ALLOWABLE MESSAGE AREA FOR WALL SIGNS IN COMMERCIAL DISTRICTS AND AREAS; PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, CORRELATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: H. Erkan

Background: The sign regulations currently allow up to 150 square feet of message area for freestanding signs and only 40 square feet of message area for wall signs. A survey of other Texas municipalities finds:

Kerrville: allows murals to occupy one façade of a building and wall signs on each wall not exceed 12 percent of the square footage of the facade to which the sign is mounted.

Lampasas: allows wall signs to cover twenty-five percent of wall surface.

Marble Falls: allows one (1) square foot for each one (1) linear foot of building front.

San Angelo: allows wall signs to cover 25 percent of the area of the wall on which the sign is attached or fronts.

Information: This ordinance would increase the maximum allowable wall sign message area to 20% of the wall area not counting windows, doors and other opening; and provides for maximum square footage of 150 feet for commercial districts and 75 feet in the historic district. The entire message area

will be considered when calculating the maximum allowable message area.

Fiscal Impact

No discernible fiscal impact is anticipated.

Recommendation:

Approve first reading of Ordinance 2021-07 as presented.

ORDINANCE NO. 2020-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET AMENDING THE CODE OF ORDINANCES CHAPTER 21 (ENTITLED "SIGN REGULATIONS AND STANDARDS") BY INCREASING THE ALLOWABLE MESSAGE AREA FOR WALL SIGNS IN COMMERCIAL ZONING DISTRICTS AND AREAS; PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, CORRELATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City is authorized to license, regulate, control or prohibit the erection of signs and billboards within its corporate boundaries and its extraterritorial jurisdiction pursuant to Texas Local Government Code Section 216.901(a), its inherent power and authority as a home rule municipality, and the constitution and laws of this state; and

WHEREAS, pursuant to such authority City Council has imposed size limitations on business signs; and

WHEREAS, by passage of this Ordinance City Council desires increase the allowable copy area for wall signs in commercial zoning districts and area to be equivalent to allowable for standalone signs in commercial zoning districts and areas.

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

Section one. Code Amendment. The Code of Ordinances is hereby amended by amending Section 21.22 (entitled "signs in commercial zones") by replacing the existing text in subsection (b)(1) with the text that follows:

- (1) *Maximum wall sign area.* Wall signs may cover a percentage of the wall area of a building as provided herein. The calculation of such percentage for signs painted on a wall shall be by division, with the wall area as the divisor and the entire message figuratively placed in a box as the dividend. No windows, doors, or other openings may be included in the calculation of the percentage of wall area. The maximum allowable wall sign message area is further subject to the following:

- (A) **Commercial districts or areas (other than Historic District).** The maximum area that may be covered by a wall sign is 20 percent of the wall area or 150 square feet, whichever is less.

(B) **Historic District.** The maximum area that may be covered by a wall sign is 20 percent of the wall area or 75 square feet, whichever is less.

(C) **Common wall.** In calculating the maximum allowable sign area for businesses sharing a common wall only the wall area fronting the business shall be considered.

Section two. Findings. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

Section three. Penalty. A violation of this ordinance is unlawful and subject to penalty as prescribed in City Code of Ordinances Sec. 1-6 (entitled "*general penalty*").

Section four. Cumulative. This ordinance shall be cumulative of all provisions of all ordinances and codes, or parts thereof, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event section five shall apply.

Section five. Repealer. All ordinances and codes, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

Section six. Severability. Pursuant to Code of Ordinances of the City of Burnet, Section 1-7, if any provision, section, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid or unenforceable, the validity of the remaining portions of this Ordinance or its application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the city council in adopting, and of the mayor in approving this Ordinance, that no portion of this Ordinance, or provision or regulation contained in this Ordinance, shall become inoperative or fall by reason of any unconstitutionality or invalidity of any other portion, provision or regulation.

Section seven. TOMA Compliance. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code; as suspended, or otherwise modified, by executive orders of the governor of this state in response to the COVID-19 pandemic.

Section eight. Publication. The publishers of the City Code of Ordinances are authorized to amend said Code to reflect the changes adopted herein and to correct typographical errors and to format and number paragraphs to conform to the existing Code.

Section nine. Notice. The City Secretary is hereby directed to publish notice of this Ordinance, as required by Section 3.14 of the City Charter and the laws of the State of Texas.

Section ten. Effective Date. This Ordinance shall be effective upon the date of final adoption hereof and publication as required by law.

Passed on first reading on the 9th day of February, 2021

Passed and Adopted on the 23th day of February, 2021

CITY OF BURNET

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary



City Manager

ITEM 4.10

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

Agenda Item Brief

Meeting Date:	February 9, 2021
Agenda Item:	Discuss and consider action: Authorize the City Manager to negotiate and enter into an agreement for short-term use of the central fire station: D. Vaughn
Background:	
Information:	Staff met with representatives of Careflight who are looking to provide air medical transport services to the area in March. They need a place for their staff to house while they evaluate several long-term options, including possibility locating at the airport. We currently have several unused sleeping quarters at the Central Fire Station, which could be made available to them on a short-term basis.
Fiscal Impact:	TBD
Recommendation:	A motion to authorize the City Manager to negotiate and enter into an agreement for short-term housing of Careflight staff at the Central Fire Station.

