



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

Notice is hereby given that a **Regular Council Meeting** will be held by the governing body of the City of Burnet on the **26<sup>th</sup> day of October, 2021** at **6:00 p.m.** in the **Burnet Community Center**, 401 E. Jackson Street, Burnet, Tx. In order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) and to slow the spread of the Coronavirus (COVID-19).

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:**

### **INVOCATION:**

### **PLEDGE OF ALLEGIANCE:**

### **PLEDGE TO TEXAS FLAG:**

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

- 1.1) September 2021 Financial Report: P. Langford
- 1.2) Chamber of Commerce Report
- 1.3) Update on the Development Services Advisory Forum: H. Erkan

### **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 September 28<sup>th</sup>, 2021 Regular City Council Meeting Minutes

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

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

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

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

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

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

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

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

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

### **3. PUBLIC HEARING:**

3.1) Public Hearing: Public Hearing: The City Council of the City of Burnet shall conduct a public hearing to receive testimony and comments from members of the public on the merits of a request to rezone property located at 4313 S HWY 281 (Legal Description: 52.522 ACRES INSIDE CITY, PART OF 285.179 ACRES TRACT, OUT OF THE WASHINGTON ANDERSON SURVEY NO. 10, ABS. NO. 29). The request is to rezone the property from its present designation of Light Commercial – District "C-1" to a designation of Medium Commercial – District "C-2": L. Kimbler

3.2) Public Hearing: Public Hearing: The City Council of the City of Burnet shall conduct a public hearing to receive testimony and comments from members of the public on the merits of a request to rezone property located at 810 East League

Street (Legal Description: 0.151 ACRE TRACT, OUT OF THE JOHN HAMILTON SURVEY NO. 1, ABSTRACT NO.405). The request is to rezone the property from its present designation of Light Commercial-District "C-1" to a designation of Single Family Residential- District "R-1".: L. Kimbler

3.3) Public Hearing: The City Council of the City of Burnet shall conduct a public hearing to receive testimony and comments from members of the public on the merits of a request to rezone property located at 812 East League Street (Legal Description: 0.151 ACRE TRACT, OUT OF THE JOHN HAMILTON SURVEY NO. 1, ABSTRACT NO.405 AND BEING A PORTION OF BLOCK NO 8, PETER KERR DONATION). The request is to rezone the property from its present designation of Light Commercial-District "C-1" to a designation of Single Family Residential- District "R-1": L. Kimbler

#### **4. ACTION ITEMS:**

4.1) 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 OF BURNET, TEXAS, APPROVING A FRANCHISE FOR SOLID WASTE AND RECYCLING COLLECTION SERVICES IN THE CITY OF BURNET, TEXAS TO AL CLAWSON DISPOSAL, INC.; PRESCRIBING GENERALLY FOR THE OPERATION OF SUCH SERVICES; PROVIDING FOR ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE AND AN OPEN MEETINGS CLAUSE; AND PROVIDING FOR RELATED MATTERS: D. Vaughn

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

4.4) Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AMENDING THE CODE OF ORDINANCES CHAPTER 1 (ENTITLED "GENERAL PROVISIONS"); SECTION 1-6 (ENTITLED GENERAL "PENALTY FOR VIOLATIONS OF THE CODE PROVIDING FOR PENALTY") BY RENAMING AND RECODIFYING THE SECTION (TO BE ENTITLED "PENALTIES AND CREDIT CARD PROCESSING FEES") AND ESTABLISHING A FEE FOR THE USE OF A CREDIT CARD FOR PAYMENT OF A FEE, FINE, PENALTY, UTILITY CHARGE, GOLF COURSE PURCHASE OR OTHER CHARGE; PROVIDING CUMULATIVE,

REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION;  
AND PROVIDING AN EFFECTIVE DATE: D. Vaughn

4.5) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, ELECTING TO PARTICIPATE IN THE NATIONAL OPIOID SETTLEMENT; AUTHORIZING THE CITY MANAGER TO TAKE REASONABLY NECESSARY ACTIONS TO FACILITATE THE CITY'S PARTICIPATION; AND AUTHORIZING FUNDS RECEIVED FROM SUCH SETTLEMENT BE SPENT FOR POLICE DEPARTMENT DRUG INTERDICTION PROGRAMS: H. Erkan

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 4313 S HIGHWAY 281 (LEGAL DESCRIPTION: 52.522 ACRES INSIDE CITY, PART OF 285.179 ACRES TRACT, OUT OF THE WASHINGTON ANDERSON SURVEY NO. 10, ABS. NO. 29) WITH MEDIUM COMMERCIAL – DISTRICT “C-2” CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: L Kimbler

4.7) 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 810 EAST LEAGUE STREET (LEGAL DESCRIPTION: 0.151 ACRE TRACT, OUT OF THE JOHN HAMILTON SURVEY NO. 1, ABSTRACT NO.405) WITH SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: L Kimbler

4.8) 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 812 EAST LEAGUE STREET (LEGAL DESCRIPTION: 0.151 ACRE TRACT, OUT OF THE JOHN HAMILTON SURVEY NO. 1, ABSTRACT NO.405 AND BEING A PORTION OF BLOCK NO 8, PETER KERR DONATION) WITH SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: L Kimbler

4.9) Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH IPKEY POWER PARTNERS, INC. FOR PUBLIC WORKS DATABANK HOSTING SERVICES: A. Scott

4.10) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, DENYING AN APPLICATION FOR A MINOR REPLAT OF LOT 1, POST MOUNTAIN SUBDIVISION: H. Erkan

4.11) Discuss and consider action: Authorizing approval for the Burnet Police Department to purchase cloud storage through Watchguard for police video: B. Lee

4.12) Discuss and consider action: Authorization and approval to purchase three (3) 2022 Chevy Tahoe's for the Police Department and a 2022 Chevy 2500 Truck for Animal Control: B. Lee

4.13) Discuss and consider action: Authorizing the purchase of a 2022 Pierce Enforcer Mega PUC Pumper truck to replace existing Engine #1 at the Fire Department: M. Ingram

4.14) Discuss and consider action: Authorization to purchase Christmas Decorations: Mayor Bromley

4.15) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACTS TO PROVIDE SINGLE CONNECTION WATER SERVICES TO SERVE CERTAIN PORTIONS OF THE REED RANCH: D. Vaughn

4.16) Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF BURNET, TEXAS, APPOINTING A PRESIDING JUDGE TO THE MUNICIPAL COURT FOR THE UNEXPIRED TERM ENDING MAY 6, 2023; AND ESTABLISHING COMPENSATION AND BENEFITS AND PRESENTATION OF AN ANNUAL REPORT TO CITY COUNCIL: H. Erkan

4.17) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE "FINAL PLAT" OF DELAWARE SPRINGS SUBDIVISION, SECTION 24, A PROPOSED 51-LOT RESIDENTIAL SUBDIVISION CONSISTING OF APPROXIMATELY 25.92 ACRES: L. Kimbler

**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 22<sup>nd</sup> day of October, 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 October 22, 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.

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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).*



# CITY OF BURNET

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FINANCIAL REPORT

FYTD SEPTEMBER 2021

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*Bluebonnet Capital of Texas - Lakes, Hills, History*

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	CITY OF BURNET FYTD SEPTEMBER FINANCIAL REPORT	FY 2021
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Overall, the City's unrestricted funds ended the year with \$3,127,074 on the bottom line. They outperformed the amended budget of \$1,273,726 by \$1,853,348.

## GENERAL FUND

The General Fund ended the year well above budget with a profit of \$1,491,528 mainly because of strong revenue collections.

Total revenues ended the year at 108% of budget. Current Property Tax Collections finished the year at 101% of budget and increased almost \$220,000 over last year. Sales tax revenues ended the year at 118% of budget and increased almost \$323,000 over last year. EMS transport revenues finished the year at 119% of budget and increased over \$215,000 compared to last year. And finally, Transfers In from other funds ended the year at 100% of budget and increased over \$204,000 compared to last year.

Expenses in total finished the year at 98%.

## GOLF COURSE

The Golf Course had an exceptional year and ended the year with a profit of \$242,478. Compared to last year, this is an improvement of almost \$334,00. Total Revenues ended the year at 127% of budget with the most significant increase being in Green Fee/Cart Rental revenues.

Green Fee Rounds increased 25% compared to last year and Green Fee/Cart Rental revenues per round increased from \$28.29 to \$33.49. The increase in revenue per rounds is due to the March 2020 rate increase and fewer discounts on green fees.

Total expenses ended the year at 99% of budget.

## ELECTRIC FUND

The Electric fund ended the year above budget with a profit of \$426,977.

Total net revenues ended the year at 99% of budget. Net electric sales and consumption increased slightly over last year.

Expenses ended the year at 98% of budget. Compared to last year, expenses have increased, and our net profit has decreased mainly because of increasing maintenance costs and because the transfer to the General Fund for the return on investment (ROI) increased. This was expected because the calculation for ROI was increased this year from .019 to .020 of billed consumption.

	CITY OF BURNET FYTD SEPTEMBER FINANCIAL REPORT	FY 2021
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## WATER/WASTEWATER

The Water/Wastewater fund ended the year well above budget with a profit of \$966,091. Revenues in total ended the year at 104% of budget. Compared to last year, consumption was high during the beginning of the year but then decreased during the summer months. Year to date, consumption increased about 1%.

Water/Wastewater expenses ended the year below budget at 93%. Repair and Maintenance costs and Personnel costs ended the year below budget because of several vacancies during the year.

## AIRPORT

The Airport Fund ended the year with a profit of \$209,303. Revenues in total ended the year at 138% of budget because of increased fuel sales. Compared to last year, Avgas gallons sold increased 39% and Jet gallons sold increased 79%.

Airport expenses ended the year at 106% of budget which was above budget mainly because of the increasing expenses associated with the increasing fuel sales.

## UNRESTRICTED CASH RESERVES

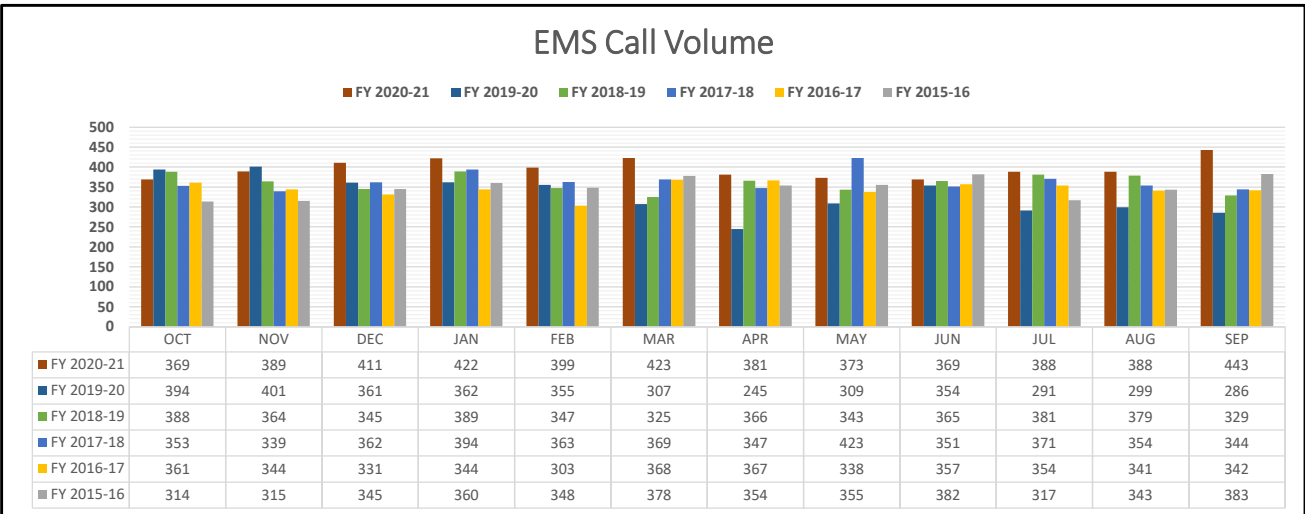
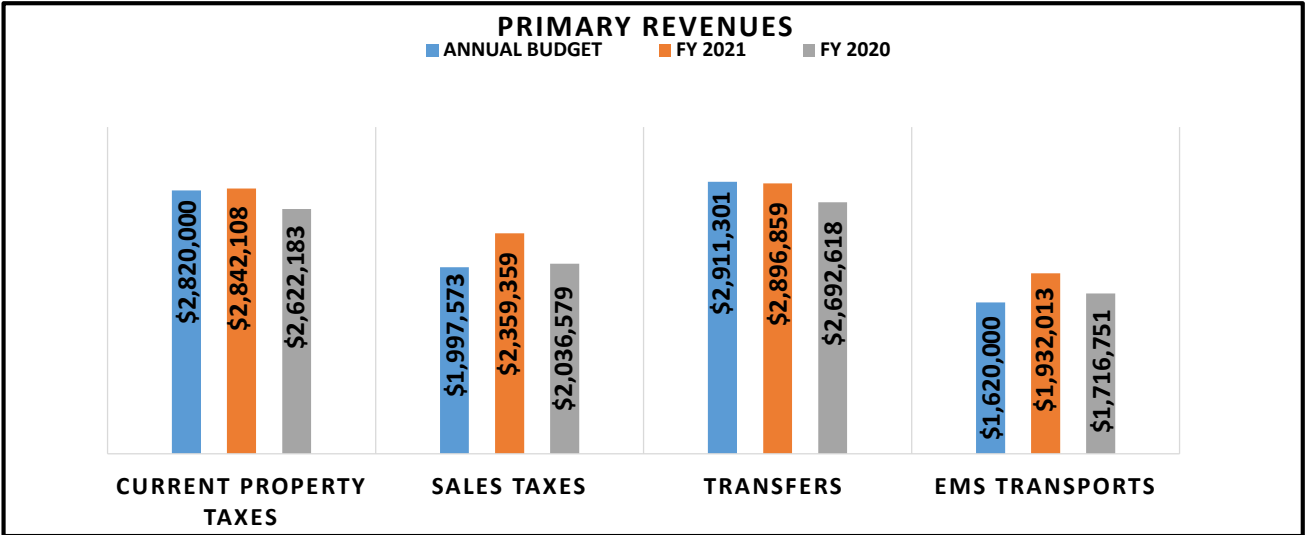
The total unrestricted cash balance for the City as of September was \$7,006,974. That is \$2,972,974 above our 90-day required reserve amount.

In addition to the unrestricted cash balance, the City has \$2,982,245 remaining in accounts restricted by council. Those accounts include the self-funded equipment reserve, capital equipment reserve, LCRA credit reserve, and the \$793,680 received from the American Rescue Plan.

## GENERAL FUND DASHBOARD

### CURRENT RESULTS COMPARISON

	ANNUAL BUDGET	ACTUAL FYTD Sep 2021	% OF BUDGET	PY BUDGET 2019-2020	ACTUAL FYTD Sep 2020	% OF BUDGET
REV	\$ 11,859,714	\$ 12,792,447	108%	\$ 11,589,698	\$ 11,879,315	102%
EXPENSES	11,488,859	11,300,918	98%	11,245,499	10,860,001	97%
PROFIT (LOSS)	\$ 370,855	\$ 1,491,528		\$ 344,199	\$ 1,019,314	



### EMS CALLS FYTD

2020-2021	4,755
2019-2020	3,964
OVER (UNDER)	791
% increase (decrease)	20%

City of Burnet  
Financial Report  
FYTD Sep 2021

% of year completed: 100%

GENERAL FUND						
	ANNUAL BUDGET 2020-2021	ACTUAL FYTD Sep 2021	% OF BUDGET	PY BUDGET 2019-2020	PY ACTUAL FYTD Sep 2020	% OF BUDGET
<b>REVENUE</b>						
Ad Valorem Taxes	\$ 2,877,000	\$ 2,909,157	101%	\$ 2,677,000	\$ 2,673,359	100%
Sales Tax	1,997,573	2,359,359	118%	1,810,000	2,036,579	113%
Fire Department Revenue	2,222,788	2,649,604	119%	2,451,713	2,518,044	103%
Planning and Zoning fees	86,200	108,355	126%	86,070	141,610	165%
Allocation Transfers	2,911,301	2,896,859	100%	2,754,977	2,692,618	98%
Trash Collections	1,073,927	1,101,832	103%	1,011,070	1,040,797	103%
Police Department Revenue	227,825	244,495	107%	291,768	313,033	107%
Municipal Court Fines	115,000	125,135	109%	115,000	111,014	97%
Other taxes and franchise fees	155,000	171,497	111%	155,000	158,912	103%
BEDC payments for service	85,000	85,000	100%	85,000	85,000	100%
Rental Fees	30,600	21,860	71%	32,600	26,167	80%
Interest Income	25,000	2,091	8%	67,000	26,410	39%
Misc Revenue	2,500	67,202	2688%	2,500	30,775	1231%
Transfer from Hotel Motel fund	50,000	50,000	100%	50,000	25,000	50%
Use of Fund Balance and Covid Grant	3,080,600	2,398,190	78%	2,332,000	2,519,232	108%
<b>Total Revenue</b>	<b>\$ 14,940,314</b>	<b>\$ 15,190,636</b>	<b>102%</b>	<b>\$ 13,921,698</b>	<b>\$ 14,398,547</b>	<b>103%</b>
<i>Total Revenue less fund balance</i>	<i>\$ 11,859,714</i>	<i>\$ 12,792,447</i>	<i>108%</i>	<i>\$ 11,589,698</i>	<i>\$ 11,879,315</i>	<i>102%</i>
<b>OPERATING EXPENSES</b>						
Mayor & Council	\$ 15,820	\$ 12,320	78%	\$ 24,450	\$ 11,431	47%
Admin (including op subsidy to golf )	2,027,945	1,861,460	92%	1,942,911	1,720,741	89%
Police	2,584,053	2,518,863	97%	2,490,996	2,525,159	101%
Municipal Court	59,759	64,343	108%	61,841	67,069	108%
Fire/EMS	3,897,230	4,032,803	103%	3,823,423	3,717,444	97%
Sanitation	901,822	921,167	102%	846,438	879,551	104%
Streets	698,775	613,156	88%	739,478	718,786	97%
Parks	673,767	675,255	100%	696,176	611,296	88%
Development Services	415,074	388,611	94%	405,148	400,029	99%
City Shop	109,614	112,659	103%	109,638	105,608	96%
Community Development	-	-	-	-	-	-
Galloway Hammond	105,000	100,281	96%	105,000	102,885	98%
Sub-total	\$ 11,488,859	\$ 11,300,918	98%	\$ 11,245,499	\$ 10,860,001	97%
<b>CAPITAL/OTHER EXP (USES OF FUND BAL)</b>						
Transfers to Capital Funds/Self Fund	\$ 1,815,000	\$ 1,196,871	66%	\$ 2,332,000	\$ 2,400,583	103%
Coronavirus expenses	-	-	-	-	118,649	-
Transfer to Debt Service (early defeasance)	1,145,000	1,146,972	-	-	-	-
Other expenses	120,600	54,347	45%	-	-	-
	<b>\$ 3,080,600</b>	<b>\$ 2,398,190</b>	<b>78%</b>	<b>\$ 2,332,000</b>	<b>\$ 2,519,232</b>	<b>108%</b>
<b>Total Expenses</b>	<b>\$ 14,569,459</b>	<b>\$ 13,699,108</b>	<b>94%</b>	<b>\$ 13,577,499</b>	<b>\$ 13,379,233</b>	<b>99%</b>
<i>Total Expenses less capital/other</i>	<i>\$ 11,488,859</i>	<i>\$ 11,300,918</i>	<i>98%</i>	<i>\$ 11,245,499</i>	<i>\$ 10,860,001</i>	<i>97%</i>
<b>Net Profit (Loss)</b>	<b>\$ 370,855</b>	<b>\$ 1,491,528</b>		<b>\$ 344,199</b>	<b>\$ 1,019,314</b>	

City of Burnet  
Financial Report  
FYTD Sep 2021

% of year completed: 100%

GENERAL FUND	ANNUAL BUDGET 2020-2021	ACTUAL FYTD Sep 2021	% OF BUDGET		PY BUDGET 2019-2020	PY ACTUAL FYTD Sep 2020	% OF BUDGET
<b>REVENUE</b>							
Ad Valorem Taxes:							
Current Taxes Real Property	\$ 2,820,000	\$ 2,842,108	101% <b>A</b>	\$	2,620,000	\$ 2,622,183	100%
Delinquent Taxes Real Property	35,000	37,109	106%		35,000	27,683	79%
Penalty & Interest	22,000	29,940	136%		22,000	23,493	107%
Sub-total	2,877,000	2,909,157	101%		2,677,000	2,673,359	100%
Sales Tax	1,997,573	2,359,359	118% <b>B</b>		1,810,000	2,036,579	113%
Fire Department Revenue:							
EMS fees	1,620,000	1,932,013	119% <b>C</b>		1,875,000	1,716,751	92%
Fire/EMS interdepartmental fees	584,588	584,588	100%		556,513	570,347	102%
Misc Fire Revenue	18,200	133,004	731% <b>D</b>		20,200	230,947	1143%
Sub-total Fire Revenue	2,222,788	2,649,604	119%		2,451,713	2,518,044	103%
Planning and Zoning fees	86,200	108,355	126%		86,070	141,610	165%
Allocation Transfers In:							
Return on Investment	1,665,263	1,661,371	100%		1,550,000	1,549,591	100%
In-Lieu of Property Tax	126,765	132,680	105%		124,905	130,878	105%
In-Lieu of franchise	211,275	221,133	105%		208,175	218,130	105%
Admin Allocations	853,191	825,346	97%		817,078	741,215	91%
Shop Allocations	54,807	56,330	103%		54,819	52,804	96%
Sub-total Allocation Transfers	2,911,301	2,896,859	100%		2,754,977	2,692,618	98%
Trash Collections	1,073,927	1,101,832	103%		1,011,070	1,040,797	103%
Police Department Revenue:							
Interlocal School Resource Officers	217,125	217,607	100%		281,068	305,193	109%
Misc PD Revenue	10,700	26,888	251% <b>E</b>		10,700	7,839	73%
Sub-total Police Department Rev	227,825	244,495	107%		291,768	313,033	107%
Municipal Court Fines	115,000	125,135	109% <b>F</b>		115,000	111,014	97%
Other taxes and franchise fees	155,000	171,497	111% <b>G</b>		155,000	158,912	103%
BEDC payments for service	85,000	85,000	100%		85,000	85,000	100%
Rental Fees	30,600	21,860	71% <b>H</b>		32,600	26,167	80%
Interest Income	25,000	2,091	8% <b>I</b>		67,000	26,410	39%
Misc Revenue	2,500	67,202	2688% <b>J</b>		2,500	30,775	1231%
Transfer from Hotel Motel fund	50,000	50,000	100%		50,000	25,000	50%
Use of Fund Balance	3,080,600	2,398,190	78%		2,332,000	2,519,232	108%
<b>Total Revenue</b>	<b>\$ 14,940,314</b>	<b>\$ 15,190,636</b>	<b>102%</b>		<b>\$ 13,921,698</b>	<b>\$ 14,398,547</b>	<b>103%</b>
<i>Total Revenue less fund balance</i>	<i>\$ 11,859,714</i>	<i>\$ 12,792,447</i>	<i>108%</i>		<i>\$ 11,589,698</i>	<i>\$ 11,879,315</i>	<i>102%</i>
<b>OPERATING EXPENSES</b>							
Personnel Costs							
Mayor & Council	\$ -	\$ -		\$	-	\$ -	
Admin	1,004,900	1,012,103	101%		918,839	841,506	92%
Police	2,002,258	1,884,569	94%		1,944,683	1,914,369	98%
Municipal Court	34,109	35,725	105%		33,191	34,439	104%
Fire/EMS	2,997,466	3,075,435	103% <b>K</b>		2,874,391	2,819,701	98%
Streets	571,375	496,874	87%		560,478	507,061	90%
Parks	414,827	414,531	100%		409,577	359,292	88%
Development Services	267,224	216,023	81%		334,298	312,127	93%
City Shop	73,364	74,919	102%		73,388	71,453	97%
Community Development	-	-			-	-	
Sub-total	7,365,523	7,210,179	98%		7,148,845	6,859,948	96%
Supplies							
Mayor & Council	1,200	1,020	85%		1,200	860	72%
Admin	75,050	72,639	97%		80,450	71,987	89%
Police	182,750	199,519	109% <b>L</b>		168,750	181,741	108%
Municipal Court	4,300	3,818	89%		3,850	3,746	97%
Fire/EMS	214,800	251,108	117% <b>M</b>		221,900	184,106	83%
Sanitation	-	176			1,000	-	0%

City of Burnet  
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% of year completed: 100%

GENERAL FUND	ANNUAL BUDGET 2020-2021	ACTUAL FYTD Sep 2021	% OF BUDGET		PY BUDGET 2019-2020	PY ACTUAL FYTD Sep 2020	% OF BUDGET
Streets	55,400	40,736	74%		48,900	56,078	115%
Parks	64,200	76,595	119%	N	64,200	40,352	63%
Development Services	10,100	18,044	179%	O	8,100	11,702	144%
City Shop	20,200	22,272	110%	P	20,200	18,110	90%
Community Development	-	-			-	-	
Sub-total	628,000	685,926	109%		618,550	568,682	92%
Repairs & Maintenance							
Mayor & Council	4,120	3,851	93%		4,000	3,643	91%
Admin	90,000	108,204	120%	Q	93,000	78,193	84%
Police	90,920	116,482	128%	R	63,500	110,163	173%
Municipal Court	5,500	8,085	147%	S	5,500	6,715	122%
Fire/EMS	118,000	126,407	107%	T	122,500	112,562	92%
Sanitation	-	-			-	-	
Streets	70,000	70,930	101%		70,000	95,278	136%
Parks	52,750	88,603	168%	U	53,750	48,515	90%
Development Services	5,250	7,520	143%	V	5,250	3,306	63%
City Shop	10,500	10,955	104%		10,500	10,767	103%
Community Development	-	-			-	-	
Galloway Hammond	5,000	281	6%		5,000	2,885	58%
Sub-total	452,040	541,319	120%		433,000	472,027	109%
Services/Other							
Mayor & Council	10,500	7,450	71%		19,250	6,929	36%
Admin	556,521	522,298	94%		550,095	516,758	94%
Police	163,819	172,977	106%	W	138,413	149,236	108%
Municipal Court	15,850	16,715	105%		19,300	22,169	115%
Fire/EMS	277,960	290,849	105%		294,221	290,663	99%
Sanitation	901,822	920,991	102%		845,438	879,551	104%
Streets	2,000	4,616	231%		2,000	2,270	114%
Parks	126,200	79,736	63%	U	126,200	120,687	96%
Development Services	132,500	147,024	111%	V	57,500	72,895	127%
City Shop	5,550	4,513	81%		5,550	5,278	95%
Community Development	-	-			-	-	
Sub-total	2,192,722	2,167,169	99%		2,057,967	2,066,436	100%
Transfers to Self-funded							
Mayor & Council	-	-			-	-	
Admin	-	-			-	-	
Police	136,806	136,806	100%		169,650	169,650	100%
Municipal Court	-	-			-	-	
Fire/EMS	289,004	289,004	100%		310,411	310,412	100%
Sanitation	-	-			-	-	
Streets	-	-			58,100	58,100	100%
Parks	15,790	15,790	100%		42,449	42,449	100%
Development Services	-	-			-	-	
City Shop	-	-			-	-	
Community Development	-	-			-	-	
Sub-total	441,600	441,600	100%		580,610	580,611	100%
Capital Outlay							
Admin	-	-			-	-	
Police	7,500	8,509	113%		6,000	-	0%
Parks	-	-			-	-	
Sub-total	7,500	8,509	113%		6,000	-	0%
Transfer to Golf - Admin & Op Subsidy	301,474	146,216	49%		300,527	212,296	71%
YMCA Operating Subsidy	100,000	100,000			100,000	100,000	100%
CAPITAL/OTHER EXP (USES OF FUND BAL)							
Transfer to Gen Cap Project Fund	1,515,000	934,936	62%		2,232,000	2,301,799	103%
Transfer to Golf Cap Project Fund	300,000	261,935	87%		100,000	98,785	99%
Transfer to Self Funded	-	-			-	-	
Transfer to Debt Service (early defeasance)	1,145,000	1,146,972			-	-	
Coronavirus Expenses (Net of Grant Reimbursements)	-	-			-	118,649	

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GENERAL FUND	% of year completed: 100%			PY BUDGET 2019-2020	PY ACTUAL FYTD Sep 2020	% OF BUDGET
	ANNUAL BUDGET 2020-2021	ACTUAL FYTD Sep 2021	% OF BUDGET			
Transfer for Personnel	120,600	54,347		-	-	
Sub-total	3,080,600	2,398,190	78%	2,332,000	2,519,232	108%
<b>Total Expenses</b>	<b>\$ 14,569,459</b>	<b>\$ 13,699,108</b>	<b>94%</b>	<b>\$ 13,577,499</b>	<b>\$ 13,379,233</b>	<b>99%</b>
<i>Total Expenses less use of fund balance</i>	<i>\$ 11,488,859</i>	<i>\$ 11,300,918</i>	<i>98%</i>	<i>\$ 11,245,499</i>	<i>\$ 10,860,001</i>	<i>97%</i>
<b>Net Profit (Loss)</b>	<b>\$ 370,855</b>	<b>\$ 1,491,528</b>		<b>\$ 344,199</b>	<b>\$ 1,019,314</b>	

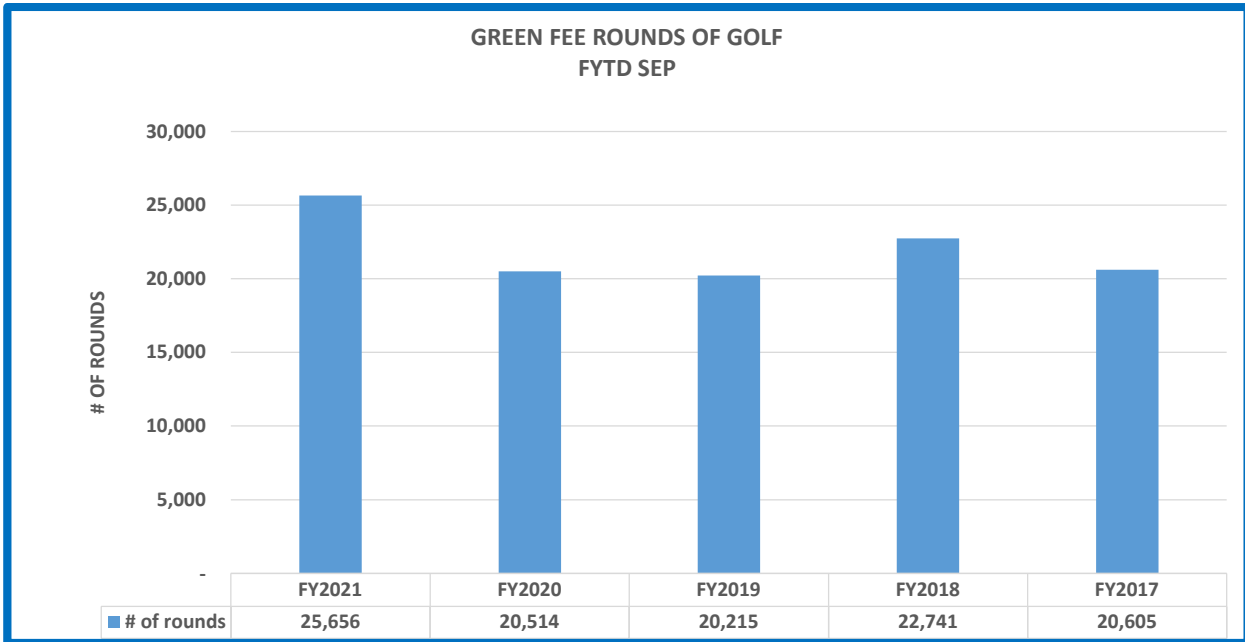
A. Current Property Tax Collections ended the year above budget at 101%. The bulk of property taxes were collected between December and February.
B. Sales tax collections ended the year at 118% of budget. The increase is mainly due to on-line sales and the changes in sales tax compliance laws for remote sellers and marketplace facilitators that went into effect on October 1, 2019.
C. EMS fees collected were higher than expected mainly due to increasing EMS call volume. EMS call volume increased 20% over the prior year.
D. Misc Fire Revenue was higher than expected because it included the HHS Stimulus grant in the amount of \$88,525.70 for lost EMS revenues, the CATRAC grant for Fire in the amount of \$8,697, and the TDEMS grant in the amount of \$8,676 for labor reimbursements related to COVID 19.
E. Misc PD Revenue is tracking higher than expected because they received the NRA grant in November in the amount of \$4,377 and a grant for gas station skimmer surveillance in the amount of \$1,131.84.
F. Municipal court fines increased mainly because of increases in citations issued.
G. The ACDI franchise fees came in higher than expected.
H. The City did not rent out it's facilities for the majority of the year because of COVID19.
I. Interest rates have dropped significantly more than we were anticipating during the budget process.
J. Misc Rev is tracking higher than expected because we received insurance reimbursements for Fleet repairs and for replacement of the Covid 19 Tent that was destroyed by bad weather.
K. Fire/EMS personnel costs were higher than expected because of increasing transports and Covid related hours for vaccine clinics and testing.
L. PD Supplies are tracking higher than normal mainly because of expenses associated with the new Police Chief search.
M. FD Supplies were higher than budget because of the addition of credit card service charges (the option to pay for EMS services with a credit card was added this year), and the increasing cost of medical supplies.
N. Park supplies are up mainly due to purchase of temporary fencing for the baseball fields and increased cleaning supplies.
O. Development Services supplies are tracking higher than expected due to increases in credit card service charges for the increase in online payments.
P. City Shop expenses are tracking higher than expected because of the purchase of new Diagnostic Software for Vehicles.
Q. Admin R&M is tracking higher than the average mainly due to increasing software maintenance costs.
R. PD R&M are tracking higher than expected mainly due to increases in fleet repairs and additional software expenses for Mobile Cad and GPS tracking.
S. Court R&M are tracking higher than expected because of increases in software expenses. Increases were mainly the result of the Court moving to a "paperless" system.
T. Fire/EMS repairs and maintenance are tracking higher than expected mainly due to repairs for Quint 1, Fire Engine 1, Fire Engine 3, and ambulance repairs.
U. Parks R&M are higher than originally budgeted and Parks Professional Services are lower because the Cemetery Mowing contract was reclassified from professional services to maintenance.
V. Development Services R&M are higher than originally budgeted because the My Permit Now software maintenance expense was reclassified from professional services to software maintenance. Professional Services are tracking higher than expected because of increased inspections fees from ATS. However, that increase is being offset by the increase in Development Services revenues.
W. PD professional services were above budget mainly because Trauma and Resilience counseling services were used more than in previous years.

## GOLF COURSE FUND DASHBOARD

### CURRENT RESULTS COMPARISON

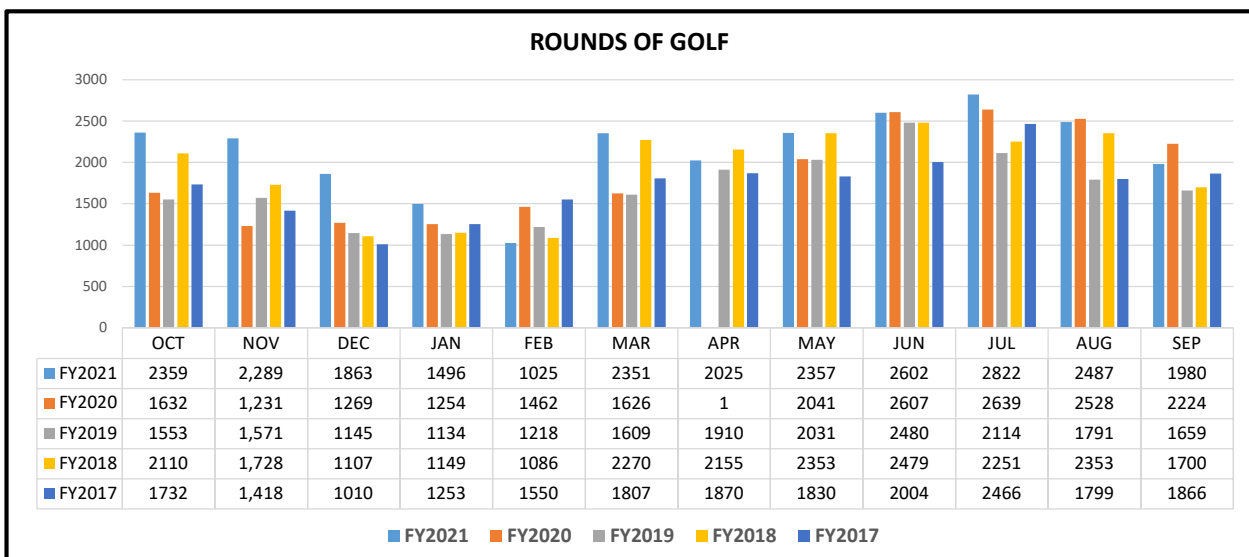
	ANNUAL BUDGET	ACTUAL FYTD Sep 2021	% OF BUDGET	PY BUDGET 2019-2020	ACTUAL FYTD Sep 2020	% OF BUDGET
REV (net of cogs/tourn exp)	\$ 1,327,337	\$ 1,690,854	127%	\$ 1,222,918	\$ 1,177,204	96%
EXPENSES	1,462,474	1,448,376	99%	1,366,027	1,268,462	93%
PROFIT (LOSS)	\$ (135,137)	\$ 242,478		\$ (143,109)	\$ (91,257)	

### TABLES/CHARTS



Rounds of Golf*	<b>OCT - SEP</b>
2020-2021	25,656
2019-2020	20,514
OVER (UNDER)	5,142
	25.07%

\*Does not include annual dues or tournament rounds played.



City of Burnet  
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% of year completed: 100%

GOLF COURSE	ANNUAL BUDGET 2020-2021	ACTUAL FYTD Sep 2021	% OF BUDGET		PY BUDGET 2019-2020	PY ACTUAL FYTD Sep 2020	% OF BUDGET
<b>REVENUE</b>							
<b><u>Charges for Services</u></b>							
Green Fees/Cart Rentals	\$ 559,000	\$ 859,308	154% <b>A</b>	\$	510,000	\$ 580,369	114%
Prepaid Green Fees/ Annual Cart Rentals/ Trail fees and Cart Storage	218,000	234,645	108%		210,000	217,435	104%
Net Tournament	110,000	135,289	123%		145,000	71,178	49%
Pavilion Revenue	500	-	0%		500	600	120%
Driving Range	53,000	58,433	110%		35,000	41,198	118%
Net Charges for Services	940,500	1,287,675	137%		900,500	910,780	101%
<b><u>Sales less Cost of Goods Sold</u></b>							
Pro Shop Sales	184,000	211,129			184,000	169,739	
Cost of Merchandise	137,000	147,923			137,000	126,839	
Net Pro Shop Sales	47,000	63,206	134%		47,000	42,900	91%
Snack Bar/Beer Cart Sales	245,000	260,690			242,000	211,317	
Cost of Merchandise	135,500	134,984			132,500	119,306	
Net Snack Bar/Beer Cart Sales	109,500	125,705	115%		109,500	92,011	84%
<b><u>Transfer - Overhead</u></b>	221,337	200,563	91% <b>B</b>		157,418	121,039	77%
<b><u>Misc. Income/Repairs</u></b>	9,000	13,705	152% <b>C</b>		8,500	10,475	123%
<b>Total Revenue</b>	<b>\$ 1,327,337</b>	<b>\$ 1,690,854</b>	<b>127%</b>		<b>\$ 1,222,918</b>	<b>\$ 1,177,204</b>	<b>96%</b>
<b>EXPENSES</b>							
Personnel Costs	\$ 896,745	\$ 860,183	96%	\$	827,643	\$ 766,329	93%
Supplies	82,800	104,714	126% <b>D</b>		81,500	74,238	91%
Repairs & Maintenance	129,950	149,671	115% <b>E</b>		118,450	128,103	108%
Services	68,750	69,701	101%		64,250	61,986	96%
Transfer to Self funded equipment	117,892	117,892	100%		116,766	116,766	100%
Admin Allocation	166,337	146,215	88%		157,418	121,039	77%
<b>Total Expenses</b>	<b>\$ 1,462,474</b>	<b>\$ 1,448,376</b>	<b>99%</b>		<b>\$ 1,366,027</b>	<b>\$ 1,268,462</b>	<b>93%</b>
<b>Net Profit (Loss)</b>	<b>\$ (135,137)</b>	<b>\$ 242,478</b>			<b>\$ (143,109)</b>	<b>\$ (91,257)</b>	
Operating Subsidy from General Fund	\$ 135,137	\$ -		\$	143,109	\$ 91,257	
Net Profit (Loss)	\$ -	\$ 242,478		\$	-	\$ (0)	

A. Green Fee/Cart Rental Revenues finished the year at 154% of budget and \$278,939 above last year. Green fee rounds increased 25 % compared to last year and rates were increased over last year. On March 24th, 2020 Council approved a rate increase of \$2.00 in green fees, cart rentals, and range balls.

B. Transfer - Overhead includes a transfer from General Fund to offset the admin allocation and an additional transfer of \$54,347 this year to offset the lump benefit pay-outs to retirees.

C. Miscellaneous Revenue has increased this year because it now includes the accounting for the Summer Youth Camp and because it includes raffle ticket sales for slow moving merchandise.

D. Supplies includes credit card service charges which have increased significantly due to increased sales. Increase is being more than offset by the increase in revenues.

E. R&M ended the year above budget mainly because of the increasing cost of bunker sand and sod.

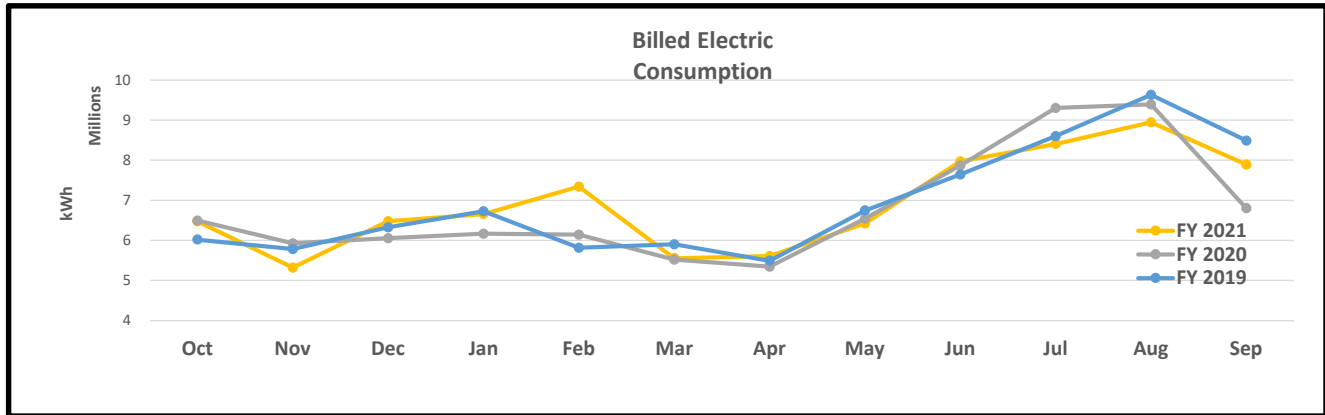
## ELECTRIC FUND DASHBOARD

### CURRENT RESULTS COMPARISON

	ANNUAL BUDGET	ACTUAL FYTD Sep 2021	% OF BUDGET	PY BUDGET 2019-2020	ACTUAL* FYTD Sep 2020	% OF BUDGET
REV (net of cogs)	\$ 4,012,175	\$ 3,978,603	99%	\$ 3,973,147	\$ 3,990,553	100%
EXPENSES	3,625,824	3,551,626	98%	3,462,621	3,278,269	95%
PROFIT (LOSS)	\$ 386,351	\$ 426,977		\$ 510,526	\$ 712,284	

\*Restated to exclude the one-time LCRA credits received in the amount of \$599,369.

### TABLES/CHARTS



FYTD 2021	83,068,281
FYTD 2020	81,546,680
ytd variance	1,521,601
% variance	1.87%

% of year completed: 100%

**ELECTRIC FUND**

ELECTRIC FUND	ANNUAL BUDGET 2020-2021		ACTUAL FYTD Sep 2021		% OF BUDGET	PY BUDGET 2019-2020		PY ACTUAL FYTD Sep 2020 (1)		% OF BUDGET	
REVENUE											
Electric Sales	\$	8,816,400	\$	8,948,380		\$	8,670,051	\$	8,658,180		
Cost of Power		4,959,225		5,129,241			4,876,904		4,883,875		
Net Sales		3,857,175		3,819,139	99%		3,793,147		3,774,305	100%	
Penalties		85,000		71,079	84%	A	85,000		58,187	68%	
Electric Connects		3,000		23,314	777%	B	3,000		31,868	1062%	
Pole Rental		47,000		48,341	103%	C	47,000		81,606	174%	
Other Revenue		15,000		15,216	101%	D	15,000		27,837	186%	
Interest Income		5,000		1,515	30%	E	20,000		16,750	84%	
Transfer from HOT		-		-	0%		10,000		-	0%	
Use of Fund Balance		110,000		52,712	48%	F	75,000		225,011	300%	
Total Revenue	\$	4,122,175	\$	4,031,315	98%		\$	4,048,147	\$	4,215,564	104%
Total Revenue less fund balance	\$	4,012,175	\$	3,978,603	99%		\$	3,973,147	\$	3,990,553	100%
EXPENSES											
Personnel Costs	\$	971,909	\$	943,602	97%		\$	912,085	\$	864,874	95%
Supplies		123,260		115,530	94%			114,250		109,530	96%
Repairs & Maintenance		208,000		203,565	98%			199,000		125,250	63%
Services		73,550		51,265	70%			73,550		45,369	62%
Transfer to Self-funded equipment		32,999		32,999	100%			31,697		31,697	100%
Community Outreach		77,700		71,962	93%			77,700		71,623	92%
Capital Outlay		35,000		38,872	111%	G		55,000		45,292	82%
Transfer to Cap Project Fund/Other		75,000		20,000	27%	F		75,000		225,011	300%
Transfers to Debt Service		51,740		51,740	100%			49,041		49,041	100%
Transfer to GF - ROI		1,665,263		1,661,371	100%			1,550,000		1,549,591	100%
Transfer to GF- Admin Allocation		394,000		385,267	98%			372,889		359,599	96%
Transfer to GF- Shop Allocation		27,403		28,165	103%			27,409		26,402	96%
Total Expenses	\$	3,735,824	\$	3,604,338	96%		\$	3,537,621	\$	3,503,280	99%
Total Expenses less xfers from fund balance	\$	3,625,824	\$	3,551,626	98%		\$	3,462,621	\$	3,278,269	95%
Net Profit (Loss)	\$	386,351	\$	426,977			\$	510,526	\$	712,284	

(1) Restated to exclude the one-time LCRA credits received in the amount of \$599,369.

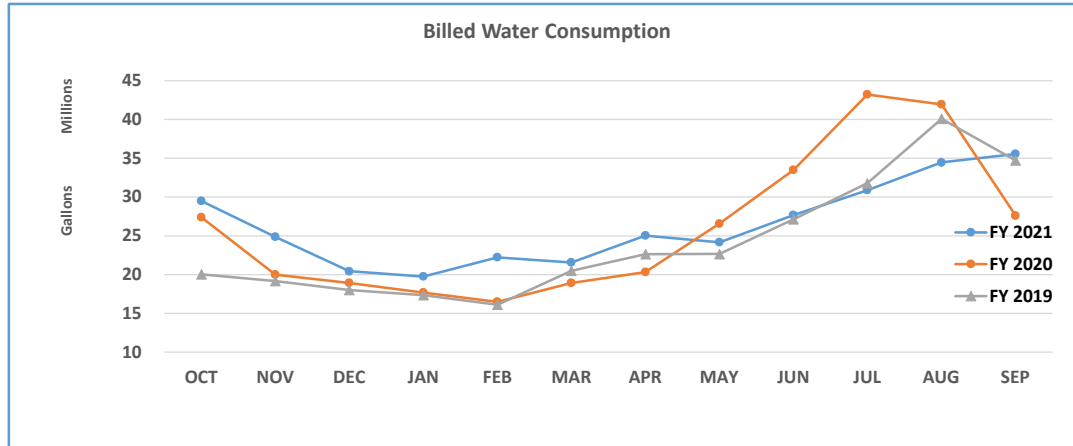
A. Penalties ended the year below budget because we did not assess penalties for January or February because of the impacts of the winter storm.
B. Electric Connect revenues were higher than expected mainly because of the Westfall Villages subdivision. Standard electric connect fees did increase from \$450 to \$500 in June 2020.
C. Pole Rental fees are invoiced annually in March. They have been fully collected. The prior year included delinquent collections.
D. Last year other revenue was higher than normal because the department earned significant scrap/recycle revenue in December.
E. Interest rates have dropped significantly more than we were anticipating during the budget process.
F. "Use of Fund Balance" offsets "Transfers to the Capital Project Fund" of \$20,000, and winter storm salary expense of \$32,712. Net effect to operations is \$0.
G. Capital Outlay came in over budget due to the purchase of GPS equipment.

## WATER/WW FUND DASHBOARD

### CURRENT RESULTS COMPARISON

	ANNUAL BUDGET	ACTUAL FYTD Sep 2021	% OF BUDGET	PY BUDGET 2019-2020	ACTUAL FYTD Sep 2020	% OF BUDGET
REV	\$ 4,385,500	\$ 4,582,652	104%	\$ 4,213,500	\$ 4,362,603	104%
EXPENSES	3,868,980	3,616,561	93%	3,872,856	3,627,824	94%
PROFIT (LOSS)	\$ 516,520	\$ 966,091		\$ 340,644	\$ 734,779	

### TABLES/CHARTS



#### Billed Consumption in gallons:

FYTD 2021	316,051,979
FYTD 2020	312,540,759
Variance	3,511,220
% variance	1.12%

% of year completed: 100%										
WATER/WASTEWATER	ANNUAL BUDGET		ACTUAL		% OF BUDGET	PY BUDGET		PY ACTUAL		
	2020-2021		FYTD Sep 2021			2019-2020		FYTD Sep 2020		
REVENUE										
Water Sales	\$	2,300,000	\$	2,426,492	105%	\$	2,235,000	\$	2,427,907	109%
Wastewater Sales		1,840,000		1,893,513	103%		1,825,000		1,836,241	101%
Penalties		46,000		39,190	85% A		46,000		32,670	71%
Water/Sewer Connects		30,000		29,559	99%		30,000		39,873	133%
Irrigation Revenue		2,500		18,768	751% B		2,500		-	0%
Other Revenue		4,000		14,113	353% C		4,000		5,282	132%
Interest Income		3,000		1,018	34% D		21,000		20,630	98%
Use Impact Fees		160,000		160,000	100% E		50,000		-	0%
Use of Fund Balance		79,125		170,022	215% F		185,000		218,807	118%
Total Revenue	\$	4,464,625	\$	4,752,674	106%	\$	4,398,500	\$	4,581,410	104%
Total Revenue less fund balance	\$	4,385,500	\$	4,582,652	104%	\$	4,213,500	\$	4,362,603	104%
EXPENSES										
Personnel Costs	\$	1,133,426	\$	992,205	88%	\$	1,091,494	\$	989,876	91%
Supplies		216,442		189,925	88%		209,750		189,493	90%
Repairs & Maintenance		416,500		347,214	83%		416,500		352,324	85%
Services		394,500		345,582	88%		414,500		357,424	86%
Transfer to Self-funded equipment		68,504		68,504	100%		92,466		92,467	100%
Cost of Water		70,000		75,756	108%		70,000		65,763	94%
Transfers to Capital Fund/Other		35,000		127,366	364% F		185,000		218,807	118%
Winter Storm Leak Adjustments		14,125		14,123	 F		-		-	
Capital Outlay		-		22,749	 G		-		5,777	
Transfers to Debt Service		976,759		976,758	100%		973,873		974,322	100%
Transfer to GF - In Lieu of Property Tax		126,765		132,680	105%		124,905		130,878	105%
Transfer to GF - In Lieu of Franchise		211,275		221,133	105%		208,175		218,130	105%
Transfer to GF- Admin Allocation		257,405		244,424	95%		243,783		224,969	92%
Transfer to GF- Shop Allocation		27,404		28,165	103%		27,410		26,402	96%
Total Expenses	\$	3,948,105	\$	3,786,583	96%	\$	4,057,856	\$	3,846,632	95%
Total Expenses less xfers from fund balance	\$	3,868,980	\$	3,616,561	93%	\$	3,872,856	\$	3,627,824	94%
Net Profit (Loss)	\$	516,520	\$	966,092		\$	340,644	\$	734,779	

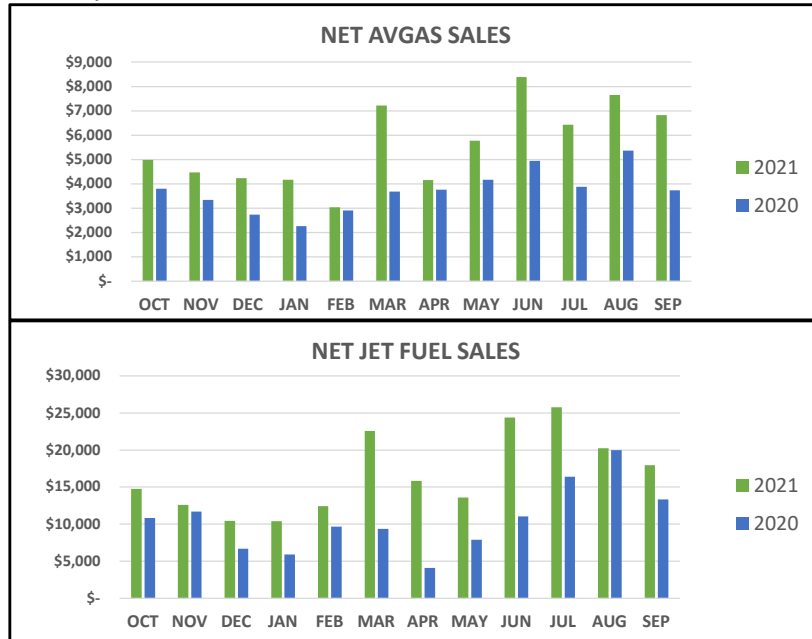
A. Penalties ended the year below budget because we did not assess penalties for January or February because of the impacts of the winter storm.
B. Irrigation Revenue is derived from the Hay contract and ended the year higher than originally expected because the contract was renegotiated at the end of the last fiscal year and has been increased to \$10,000 going forward.
C. Other Revenue ended the year higher than expected due to an increase in the bulk water rates that went into effect this fiscal year.
D. Interest rates dropped significantly more than we were anticipating during the budget process.
E. Amended the original budget to use \$160,000 of impact fees to help offset debt service payments.
F. "Use of Fund Balance" offsets "Transfers to the Capital Project Fund" \$127,366, "Winter Storm Water Leak Adjustments" \$14,123, and winter storm salary expense of \$28,533. Net effect to operations is \$0.
G. Capital Outlay came in over budget due to the purchase of GPS equipment.

# AIRPORT FUND DASHBOARD

## CURRENT RESULTS COMPARISON

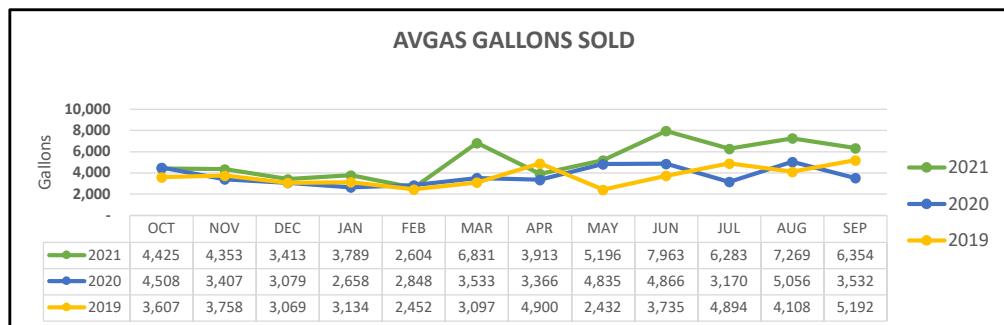
	ANNUAL BUDGET	ACTUAL FYTD Sep 2021	% OF BUDGET	PY BUDGET 2019-2020	ACTUAL FYTD Sep 2020	% OF BUDGET
REV (net of cogs)	\$ 347,654	\$ 479,004	138%	\$ 418,595	\$ 387,733	93%
EXPENSES	254,295	269,701	106%	316,741	241,172	76%
PROFIT (LOSS)	\$ 93,359	\$ 209,303		\$ 101,854	\$ 146,561	

## TABLES/CHARTS



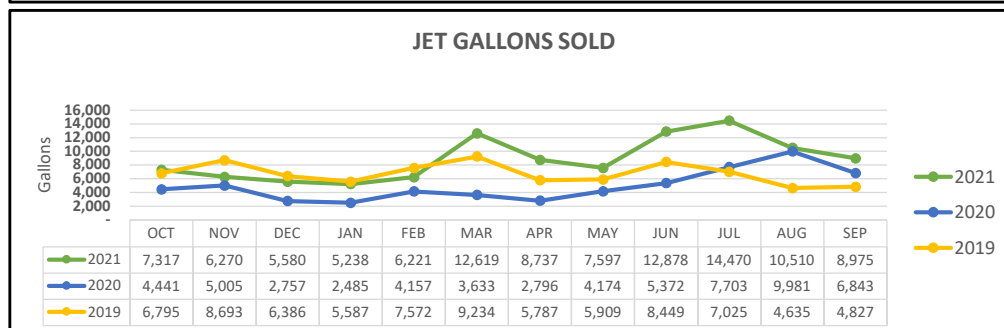
	2021	2020
AvSales	\$ 267,006.89	\$ 172,596.46
Av Purchases	199,616.96	127,975.30
Profit	\$ 67,389.93	\$ 44,621.16
Profit Margin %	25.24%	25.85%

	2021	2020
Jet Sales	\$ 416,381.95	\$ 233,031.90
Jet Purchases	215,396.44	106,195.86
Profit	\$ 200,985.51	\$ 126,836.04
Profit Margin %	48.27%	54.43%



### Avgas Gallons Sold:

FYTD 2021	62,392
FYTD 2020	44,858
Increase(decrease)	17,534
	39.09%



### Jet Gallons Sold:

FYTD 2021	106,410
FYTD 2020	59,346
Increase(decrease)	47,064
	79.30%

City of Burnet  
Financial Report  
FYTD Sep 2021

% of year completed: 100%

**AIRPORT FUND**

**REVENUE**

	ANNUAL BUDGET 2020-2021	ACTUAL FYTD Sep 2021	% OF BUDGET		PY BUDGET 2019-2020	PY ACTUAL FYTD Sep 2020	% OF BUDGET
Av Gas Sales	\$ 170,500	\$ 267,007			\$ 215,000	\$ 172,596	
Av Gas Purchases	127,875	199,617			161,250	127,975	
Net Sales	42,625	67,390	158%	A	53,750	44,621	83%
Jet Gas Sales	210,000	416,382			355,000	233,032	
Jet Gas Purchases	115,500	215,396			209,000	106,196	
Net Sales	94,500	200,986	213%	A	146,000	126,836	87%

Contributions/Misc Rev	-	145			-	375	
Sign Rental Revenue	-	-	0%		500	-	0%
Penalties	450	600	133%		775	575	74%
All Hangar Lease	125,000	129,611	104%		125,000	126,832	101%
CAF Admissions	5,066	5,066	100%		4,000	4,376	109%
Rental of Council Chambers	-	-			-	70	
McBride Lease	45,893	46,050	100%		48,000	46,298	96%
Thru the Fence Lease	12,020	12,312	102%		12,020	16,144	134%
Airport Parking Permit	2,000	2,110	106%		150	1,600	1067%
Hanger Lease - Faulkner	14,400	14,400	100%		14,400	14,400	100%
Insurance Reimbursement	-	-			-	-	
Interest Earned	5,700	335	6%	B	14,000	5,605	40%
Use of Fund Balance	200,000	51,692	26%	C	250,000	157,533	63%

<b>Total Revenue</b>	<b>\$ 547,654</b>	<b>\$ 530,696</b>	<b>97%</b>		<b>\$ 668,595</b>	<b>\$ 545,266</b>	<b>82%</b>
<i>Total Revenue less fund balance</i>	<i>\$ 347,654</i>	<i>\$ 479,004</i>	<i>138%</i>		<i>\$ 418,595</i>	<i>\$ 387,733</i>	<i>93%</i>

**EXPENSES**

Personnel Costs	\$ 92,879	\$ 94,744	102%	D	\$ 89,342	\$ 91,406	0%
Supplies	15,059	25,160	167%	E	26,000	13,821	53%
Repairs & Maintenance	3,000	793	26%		4,000	377	9%
Contract Labor - FBO	14,400	14,400	100%		14,400	14,400	100%
Commission on Fuel Sal	40,000	40,000	100%		40,000	37,659	94%
Schools/Seminars	4,000	727	18%		4,000	75	2%
Insurance & Bonds	9,000	8,862	98%		17,310	8,641	50%
Professional Services (Mowing Contract)	-	-			43,000	-	0%
Property Taxes	6,700	3,968	59%	F	5,000	6,632	133%
Utilities	9,000	9,393	104%	G	8,000	8,942	112%
Av fuel truck lease	12,000	12,000	100%		12,000	12,000	100%
Jet fuel truck lease	16,800	16,800	100%		16,800	16,800	100%
Transfers to Debt Service	-	-			-	-	0%
Transfers to Capital/Uses of Fund Bal	200,000	51,692	26%	C	250,000	157,533	0%
Admin Allocation	31,457	42,854	136%	H	36,889	30,419	82%

<b>Total Expenses</b>	<b>\$ 454,295</b>	<b>\$ 321,393</b>	<b>71%</b>		<b>\$ 566,741</b>	<b>\$ 398,705</b>	<b>70%</b>
<i>Total Expense less xfers to capital project</i>	<i>\$ 254,295</i>	<i>\$ 269,701</i>	<i>106%</i>		<i>\$ 316,741</i>	<i>\$ 241,172</i>	<i>76%</i>

<b>Net Profit (Loss)</b>	<b>\$ 93,359</b>	<b>\$ 209,303</b>			<b>\$ 101,854</b>	<b>\$ 146,561</b>	
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A Fuel Sales finished the year above budget; Avgas gallons sold were up 39% and Jet gallons sold were up 79% compared to last year. Jet sales typically increase during the summer months because of travel to Camp Longhorn.
B Interest rates dropped significantly more than we were anticipating during the budget process.
C Fund Balance is used to offset transfers to the Capital Project Fund; net effect to operations is \$0.
D Personnel costs ended the year slightly higher than expected due to overtime.
E Supplies include credit card service charges which have increased due to increased fuel charges.
F Overbudgeted property tax expense. Prior year tax expense was higher due to purchase of raw land that is no longer taxed.
G Utilities finished the year slightly above budget because of the addition of two new water accounts. The Water department discovered two water meters that were being used by Hangers A and C that had never been included in billing. The airport billing was corrected going forward beginning in January 2021.
H Admin allocation is higher than budget because it is based on revenues. As revenues increase, the admin allocation increases.

City of Burnet  
Financial Report  
FYTD Sep 2021

**OTHER FUNDS**

	ANNUAL BUDGET 2020-2021	ACTUAL FYTD Sep 2021	% OF BUDGET	PY BUDGET 2019-2020	PY ACTUAL FYTD Sep 2020	% OF BUDGET
<b>HOTEL/MOTEL FUND</b>						
Revenues	\$ 156,000	\$ 191,704	122.89%	\$ 187,000	\$ 185,309	99.10%
Expenses	152,191	133,042	87.42%	178,098	175,249	98.40%
Net Profit (Loss)	<u>\$ 3,809</u>	<u>\$ 58,662</u>		<u>\$ 8,902</u>	<u>\$ 10,060</u>	
<b>BEDC</b>						
Revenues	\$ 3,074,858	\$ 1,438,326	46.78%	\$ 1,600,000	\$ 1,606,444	100.40%
Expenses	2,743,111	824,627	30.06%	1,319,150	1,155,637	87.60%
Net Profit (Loss)	<u>\$ 331,747</u>	<u>\$ 613,699</u>		<u>\$ 280,850</u>	<u>\$ 450,807</u>	
<b>SELF FUNDED EQUIPMENT FUND</b>						
Revenues	\$ 708,000	\$ 661,799	93.47%	\$ 822,741	\$ 828,248	100.67%
Expenses	708,000	368,384	52.03%	646,591	716,951	110.88%
Net Profit (Loss)	<u>\$ -</u>	<u>\$ 293,415</u>		<u>\$ 176,150</u>	<u>\$ 111,297</u>	
<b>DEBT SERVICE FUND</b>						
Revenues	\$ 1,029,098	\$ 1,028,945	99.99%	\$ 1,023,513	\$ 1,024,101	100.06%
Expenses	1,028,499	1,028,642	100.01%	1,022,914	1,020,344	99.75%
Net Profit (Loss)	<u>\$ 599</u>	<u>\$ 303</u>		<u>\$ 599</u>	<u>\$ 3,757</u>	
<b>INTEREST &amp; SINKING DEBT FUND</b>						
Revenues	\$ 366,049	\$ 1,512,985	413.33%	\$ 376,661	\$ 396,153	105.17%
Expenses	366,049	1,512,984	413.33%	376,512	369,189	98.06%
Net Profit (Loss)	<u>\$ -</u>	<u>\$ 0</u>		<u>\$ 149</u>	<u>\$ 26,964</u>	

City of Burnet  
Cash Investment Report  
FYTD Sep 2021

Acct #	Bank	Account Name	Account Type	Balance SEPTEMBER 2021
<b>Unrestricted Accounts</b>				
984/2410	FSB	Operating Cash	Checking	\$ 2,987,021.90
		Add or Subtract Claim on Cash for Airport		(161,265.75)
2329	FSB	Golf Course Petty Cash	Checking	800.82
2535	FSB	Operating Reserve	M/M	-
2352	FSB	Delaware Springs-Credit Card Acct	Checking	-
2378	FSB	Airport - Credit Card Acct	Checking	-
2386	FSB	Utility - Credit Card Acct	Checking	-
2469	FSB	Court - Credit Card Acct	Checking	-
2711100002	TexPool	Operating Reserve	Investment	4,180,417.11
Total Unrestricted				<u>\$ 7,006,974.08</u>

75 Day Reserve Requirement	<b>3,361,000.00</b>
Unrestricted Cash over 75 day reserve	<u>\$ 3,645,974.08</u>
90 Day Reserve Requirement	<b>4,034,000.00</b>
Unrestricted Cash over 90 day reserve	<u>\$ 2,972,974.08</u>

**Restricted by Council**

2711100004	TexPool	Capital Reserve	Investment	\$ -
2711100011	TexPool	Capital Equipment Reserve	Investment	683,403.52
2711100012	TexPool	Capital - LCRA Credit	Investment	442,060.22
2188	FSB	Self Funded Equipment	M/M	398,769.54
2711100014	TexPool	Self Funded Equipment Reserve	Investment	664,331.68
2711100016	TexPool	CLFRF - Amercian Rescue Plan	Investment	793,679.76
Total Restricted by Council				<u>\$ 2,982,244.72</u>

**Restricted by Purpose or Law**

Acct #	Bank	Account Name	Account Type	Balance SEPTEMBER 2021
1453	FSB	Bond Reserve	M/M	\$ 427,501.26
2402	FSB	Hotel Motel	M/M	98,812.29
2711100005	TexPool	Hotel Motel	Investment	60,274.65
2451	FSB	Construction Account	Checking	-
2485	FSB	PD Seizure	M/M	119.87
2493	FSB	Municipal Court Special Revenue	M/M	61,046.52
2519	FSB	Impact Fees - Water	M/M	306,396.60
2543	FSB	Airport Reserve	M/M	-
		Add or Subtract Airport Claim on Cash		161,265.75
2711100009	TexPool	Airport Reserve	Investment	1,626,034.78
2568	FSB	Benevolent Fund	Checking	-
2576	FSB	Interest & Sinking Acct	M/M	72,987.76
2584	FSB	Impact Fees - Wastewater	M/M	37,035.73
2592	FSB	BEDC	Super NOW	703,091.73
2711100008	TexPool	BEDC Project Fund	Investment	-
2711100010	TexPool	BEDC	Investment	629,629.81
70516	FSB	BEDC Commercial Park Project	M/M	1,040,790.19
2634	FSB	Benefit Trust Account	M/M	-
2675	FSB	Police Department Explorer Program	M/M	6,612.27
2691	FSB	Fire Department Explorer Program	M/M	4,191.05
3012	FSB	Franchise Fee Account	Super NOW	111,403.01
3053	FSB	Parks Fund	M/M	18,280.14
58776	FSB	Fire Dept. Community Acct	M/M	10,515.39
2711100007	TexPool	TWDB	Investment	1,191.75
2711100006	TexPool	TWDB	Investment	1,046.41
		City of Burnet, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2010		
143033000	US Bank	Escrow Account	Investment	3,199.47
82-020-01-0	Bank of	City of Burnet 2012 TWDB Escrow	Investment	20,195.39
2711100013	TexPool	PD Bonds	Investment	-
2711100017	TexPool	2021 CO - City Hall	Investment	4,005,917.48
62315	FSB	BEDC Bond Fund	Checking	31,593.60
62364	FSB	BEDC Project Fund	Checking	-
Total Restricted Cash				<u>\$ 9,439,132.90</u>

Total All Cash \$ 19,428,351.70

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

10.22.2021  
Date

GENERAL CAPITAL PROJECT FUND					
DESCRIPTION	ORIGINAL BUDGET 2020-2021	CURRENT BUDGET 2020-2021	FYTD SEP ACTUAL EXPENSES	% complete	REMAINING BALANCE FOR 2020-2021
<u>CAPITAL PROJECTS:</u>					
Incode 10 Upgrade	60,000	60,000	41,135	69%	18,865
New City Hall	-	1,050,000	1,004,357	96%	45,643
Police Department Facility	800,000	800,000	173,265	22%	626,735
PD Ticket Writers	40,000	40,000	14,340	36%	25,660
FD - Remodel FD Substation	250,000	350,000	290,281	83%	59,719
FD - Covid 19 Supplies/Equipment	100,000	100,000	62,485	62%	37,515
FD-Equipment Needs	-	22,000	21,503	98%	497
Winter Storm Expenses	-	35,000	8,962	26%	26,038
Street Overlay	200,000	300,000	256,515	86%	43,485
Park Improvements	25,000	73,500	77,224	105%	-
GHRC Capital Maintenance	20,000	20,000	21,408	107%	-
GHRC Teen Center	20,000	20,000	20,000	100%	-
	<u>\$ 1,515,000</u>	<u>\$ 2,870,500</u>	<u>\$ 1,991,475</u>	<u>69%</u>	<u>\$ 884,157</u>


GOLF COURSE CAPITAL PROJECT FUND					
DESCRIPTION	ORIGINAL BUDGET 2020-2021	CURRENT BUDGET 2020-2021	FYTD SEP ACTUAL EXPENSES	% complete	REMAINING BALANCE FOR 2020-2021
<u>CAPITAL PROJECTS:</u>					
C/O - Course Improvement	<u>\$ 100,000</u>	<u>\$ 300,000</u>	<u>\$ 261,935</u>	<u>87%</u>	<u>\$ 38,065</u>

ELECTRIC CAPITAL PROJECT FUND					
DESCRIPTION	ORIGINAL BUDGET 2020-2021	CURRENT BUDGET 2020-2021	FYTD SEP ACTUAL EXPENSES	% complete	REMAINING BALANCE FOR 2020-2021
<u>CAPITAL PROJECTS:</u>					
IWORKS Software	-	20,000	20,000	100%	-
Honeywell /Elster Upgrade		26,615	-	0%	26,615
Subdivision Electrical Costs	150,000	150,000	100,015	67%	49,985
	<u>\$ 150,000</u>	<u>\$ 196,615</u>	<u>\$ 120,015</u>	<u>\$ 2</u>	<u>\$ 76,600</u>

W/WW CAPITAL PROJECT FUND					
DESCRIPTION	ORIGINAL BUDGET 2020-2021	CURRENT BUDGET 2020-2021	FYTD SEP ACTUAL EXPENSES	% complete	REMAINING BALANCE FOR 2020-2021
<u>CAPITAL PROJECTS:</u>					
Water System Improvements	\$ 20,000	\$ 20,000	\$ -	0%	\$ 20,000
Sewer Backup Reimbursements	-	20,000	17,733	89%	2,267
Wofford Street Water Line	20,000	20,000	-	0%	20,000
Oak Vista/CR 100 water line expansion	15,000	15,000	13,464	90%	1,536
North Vandever Sewer repair	-	80,290	80,171	100%	119
East Elm Street Sewer Extension	-	2,036	2,883	142%	-
VFW Easement			1,700		-
Honeywell /Elster Upgrade		26,615	-	0%	26,615
Risk and Resilience Assessment	-	17,730	11,415	64%	6,315
Transfer Impact Fees	40,000	160,000	160,000	100%	-
	<u>\$ 95,000</u>	<u>\$ 361,671</u>	<u>\$ 287,366</u>	<u>79%</u>	<u>\$ 76,852</u>

AIRPORT CAPITAL PROJECT FUND					
DESCRIPTION	ORIGINAL BUDGET 2020-2021	CURRENT BUDGET 2020-2021	FYTD SEP ACTUAL EXPENSES	% complete	REMAINING BALANCE FOR 2020-2021
<u>CAPITAL PROJECTS:</u>					
Ramp Grant	\$ 100,000	\$ 100,000	\$ 100,691	101%	\$ -
Land Purchase (TDCI)	\$ -	\$ 54,000	\$ -	0%	54,000
Cares Grant	30,000	30,000	-	0%	30,000
Capital Projects	150,000	150,000	18,787	13%	131,213
	<u>\$ 280,000</u>	<u>\$ 334,000</u>	<u>\$ 119,478</u>	<u>36%</u>	<u>\$ 215,213</u>

TOTAL CAPITAL/OTHER PROJECTS					
DESCRIPTION	ORIGINAL BUDGET 2020-2021	CURRENT BUDGET 2020-2021	FYTD SEP ACTUAL EXPENSES	% complete	REMAINING BALANCE FOR 2020-2021
TOTAL CAPITAL/OTHER PROJECTS	<u>\$ 2,140,000</u>	<u>\$ 4,062,786</u>	<u>\$ 2,780,269</u>	<u>68%</u>	<u>\$ 1,290,887</u>
TRANSFER TO CAP EQUIP RESERVES	-	-	-	0%	-
TOTAL CAPITAL/OTHER	<u>\$ 2,140,000</u>	<u>\$ 4,062,786</u>	<u>\$ 2,780,269</u>	<u>68%</u>	<u>\$ 1,290,887</u>



# City of Burnet Financial Report FYTD September

FY 2021

# Net Unrestricted Funds as of 9/30/2021

Unrestricted Fund	Amended Budget	Actual	Variance
General Fund	\$ 370,855	\$1,491,528	\$1,120,673
Golf Course	0	242,478	242,478
Electric Fund	386,351	426,977	40,626
Water Fund	<u>516,520</u>	<u>966,091</u>	<u>449,571</u>
Total	\$1,273,726	\$3,127,074	\$1,853,348

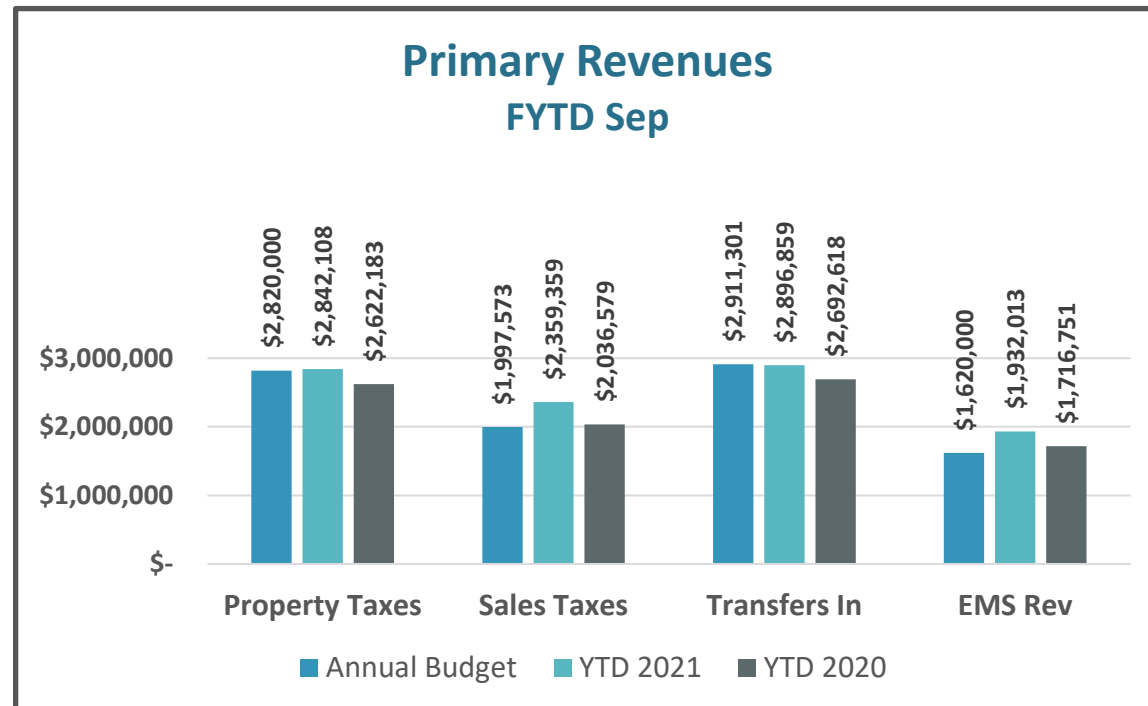
# General Fund

	Annual Budget	Actual FYTD Sep 2021	% of Budget
Revenues	\$11,859,714	\$12,792,447	108%
Expenses	11,488,859	11,300,918	98%
Profit(Loss)	\$ 370,855	\$ 1,491,528	

## ○ Revenues – tracking above budget

- *Property Tax Collections – 101%*  
*Increased \$220,000 over last year*
- *Sales Tax Collections – 118%*  
*Increased 323,000 over last year*
- *Transfers In – 100%*  
*Increased \$204,000 over last year*
- *EMS Transport Revenues – 119%*  
*Increased \$215,000 over last year*

## ○ Expenses – slightly below budget



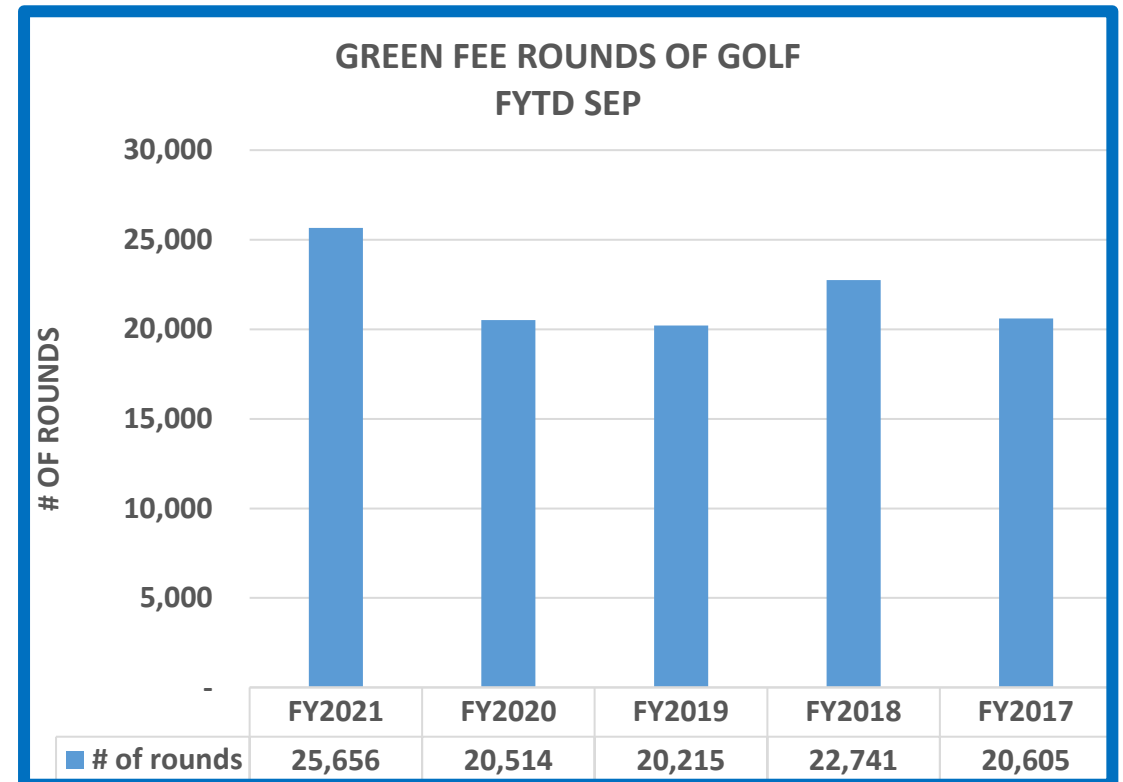
# Golf Course Fund

	Annual Budget	Actual FYTD Sep 2021	% of Budget
Revenues	\$1,327,337	\$ 1,690,854	127%
Expenses	1,462,474	1,448,376	99%
Profit(Loss)	\$ (135,137)	\$ 242,478	

○ Revenues – above budget due to Green Fee/Cart Rental revenues

- Green Fee Rounds increased 25% over last year
- Green Fee revenue per round has increased from \$28.29 to \$33.49 over last year

○ Expenses – on track with budget

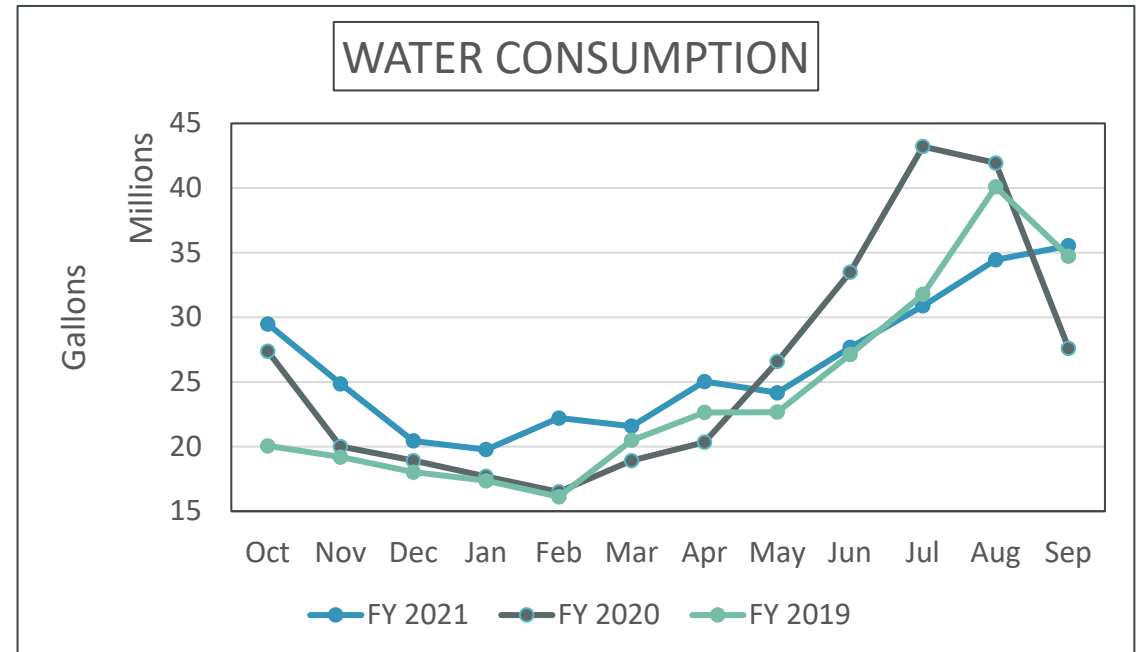
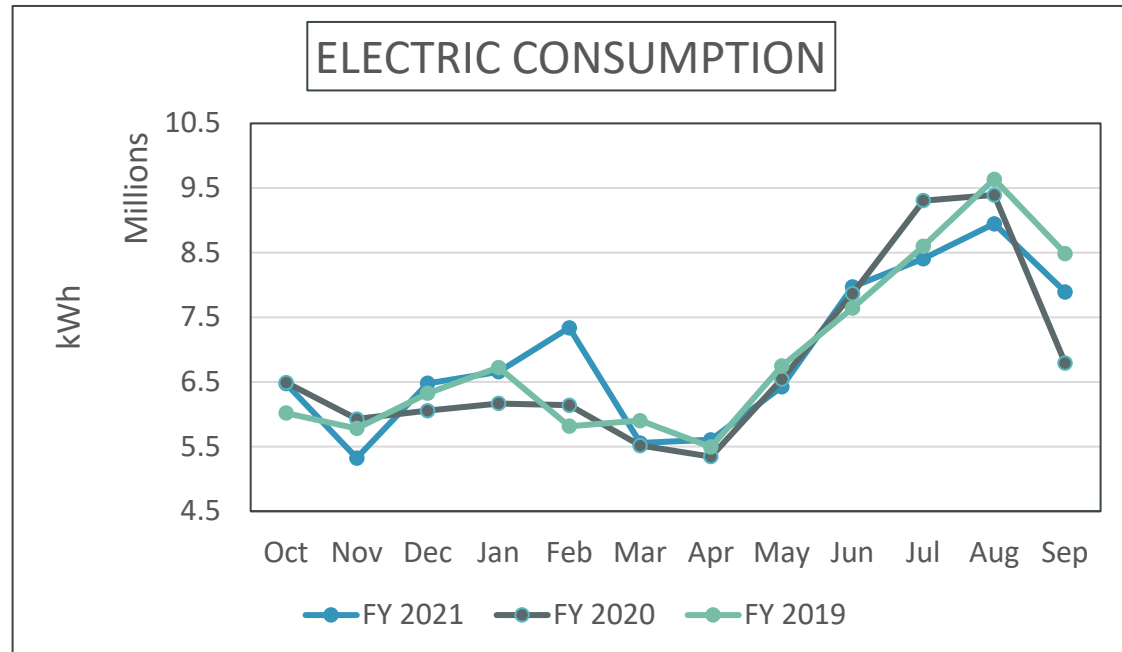


# Electric Fund

	Annual Budget	Actual FYTD Sep 2021	% of Budget
Revenues	\$4,012,175	\$3,978,603	99%
Expenses	3,625,824	3,551,626	98%
Profit(Loss)	\$ 386,351	\$ 426,977	

# Water/WW Fund

	Annual Budget	Actual FYTD Sep 2021	% of Budget
Revenues	\$4,385,500	\$4,582,652	104%
Expenses	3,868,980	3,616,561	93%
Profit(Loss)	\$ 516,520	\$ 966,091	



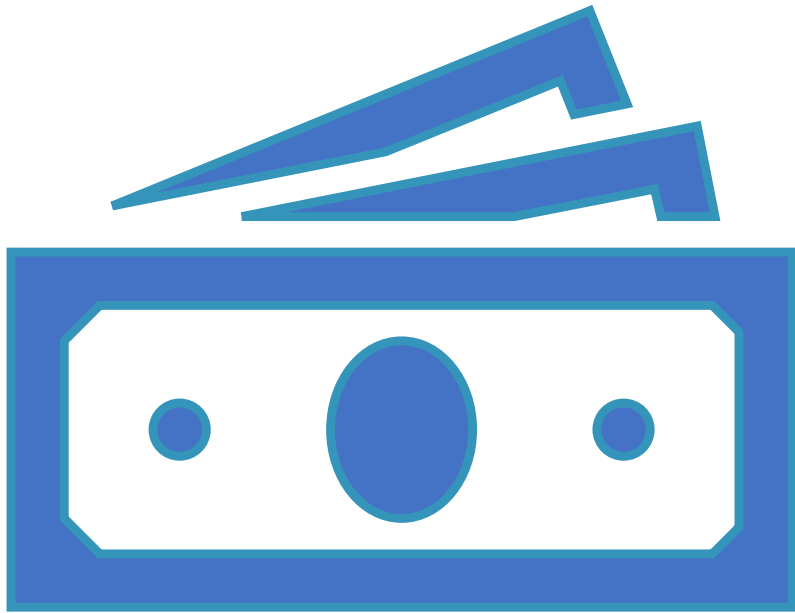
# Airport Fund

Avgas Gallons Sold:	
FYTD 2021	62,392
FYTD 2020	44,858
Increase(decrease)	17,534
	39.09%

Jet Gallons Sold:	
FYTD 2021	106,410
FYTD 2020	59,346
Increase(decrease)	47,064
	79.30%

	Annual Budget	Actual FYTD Sep 2021	% of Budget
Revenues	\$347,654	\$479,004	138%
Expenses	254,295	269,701	106%
Profit(Loss)	\$ 93,359	\$209,303	





# Unrestricted Cash September 30, 2021

Unrestricted Cash	\$ 7,006,974
Less 90-day Reserve	<u>4,034,000</u>
Unrestricted Cash Over Reserve	<u>\$ 2,972,974</u>

Questions?





## Development Services

## ITEM 1.3

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

### Agenda Item Brief

<b>Meeting Date:</b>	October 26, 2021
<b>Agenda Item:</b>	Update on the Development Services Advisory Forums: H. Erkan
<b>Background:</b>	<p><b>June 22, 2021</b> - City Council directed staff to conduct meetings with developers and builders to solicit feedback on development services permitting process.</p> <p><b>August 11, 2021</b> – Staff hosted first meeting. Topics of discussion included My Permit Now; Utility Connection Utility Fees; Building Construction Permit and Development Permit Checklists; and a presentation on drainage issues by the city engineer.</p> <p><b>September 15, 2021</b> – Staff hosted second meeting. Topics of discussion included drainage issues, lot grading, and form survey requirements.</p> <p><b>October 27, 2021</b> – Staff will host third meeting. On the agenda is a presentation by, and discussions with, the city engineer regarding flood damage prevention and single-family residential lot grading. The other topic of discussion will be the final acceptance of subdivision plats process.</p>
<b>Information:</b>	Attendance at the first meeting was 15; there were ten at the second meeting; and we have eight who have RSVP'd for the third. Ten people participated in a survey after the first meeting. On a rating of one (lowest) through five (highest) six participants gave the meeting a five rating, three a four and one gave a three. The comments were overwhelmingly positive.
<b>Fiscal Impact:</b>	The forums cause no direct fiscal impact.
<b>Recommendation:</b>	This item requires no council action.

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

On this the 28<sup>th</sup> day of September 2021, the City Council of the City of Burnet convened in Regular Session, at 6:00 p.m. at the Burnet Community Center, 401 E. Jackson Street, Burnet, TX thereof with the following members present, to-wit:

Mayor                                Crista Goble Bromley  
Council Members                Ricky Langley, Danny Lester, Joyce Laudenschlager, Mary Jane Shanes, Philip Thurman  
Absent                                Cindia Talamantez  
City Manager                       David Vaughn  
City Secretary                    Kelly Dix

Guests: Patricia Langford, Alan Burdell, Brian Lee, Mark Miller, Mark Ingram, Josh Godwin, Leslie Kimbler, Phil Reynolds

Call to Order: Mayor Bromley called the meeting to order at 6:00 p.m.

INVOCATION: Led by Mayor Bromley

PLEDGE OF ALLEGIANCE:

PLEDGE TO TEXAS FLAG: Led by Council Member Ricky Langley

SPECIAL REPORTS/RECOGNITION:

August 2021 Financial Report: P. Langford: Director of Finance Patricia Langford reviewed the August 2021 Financial Report with all present to include revenue, expenses, and fund balance for all funds. Overall, the 2020-21 fiscal year is doing well.

Chamber of Commerce Report: Chamber of Commerce Board President introduced Allison McKee the new Executive Director for the Burnet Chamber of Commerce. Ms. McKee informed all present she was glad to be in Burnet and shared upcoming event details to include Christmas on the Square, the Austin Steam Train Welcome Committee, partnering with the BAM group (Burnet Area Merchants) and preparations for the 2022 Bluebonnet Festival.

Proclamation: World Teacher's Day: Mayor Bromley: Mayor Bromley presented a proclamation supporting #teacherscan and its partnering entities across Texas in celebrating October 5, 2021, as World Teacher's Day in the City of Burnet and encouraging all citizens to join in supporting and expressing appreciation to our teachers by displaying a light blue ribbon outside your homes or businesses the week of October 5<sup>th</sup>, 2021, as a symbol of support for our Burnet Consolidated Independent School District educators.

CONSENT AGENDA ITEMS:

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

Approval of the September 14<sup>th</sup>, 2021 Workshop Meeting Minutes

Approval of the September 14<sup>th</sup>, 2021 Regular City Council Meeting Minutes

Consent: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY, TO ACCEPT A PUBLIC UTILITY EASEMENT FROM MISTER BUBBLES WASH, LLC: D Vaughn: Council Member Joyce Laudenschlager moved to approve the consent agenda as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

PUBLIC HEARING: None.

ACTION ITEMS:

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 updated Council on the current status of the COVID 19 Pandemic. Chief Ingram reported that currently there are four hundred and forty-seven (447) active cases, one hundred and two (102) fatality cases in Burnet County. The percentage of positive tests

conducted at the Fire Department have dropped from twenty percent (20%) to approximately sixteen percent (16%). The hospitals are still full but improving. Approximately seventy percent of the Emergency Medical Services calls are COVID related.

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AMENDING CODE OF ORDINANCE CHAPTER 2 (ENTITLED “ADMINISTRATION”), ARTICLE III, (ENTITLED “ADVISORY BODIES”); AND ADDING A NEW SECTION 2-49 (ENTITLED “POLICE DEPARTMENT CITIZEN ADVISORY BOARD”); PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: B. Lee: Council Member Joyce Laudenschlager moved to approve and adopt Ordinance 2021-36 as presented. Council Member Philip Thurman seconded. 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. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY DESCRIBED AS 3401 S WATER STREET (LEGAL DESCRIPTION: 4.196 ACRES, OUT OF THE SAMUEL HAZLETT SURVEY NO. 6, ABS. NO. 401) WITH HEAVY COMMERCIAL – DISTRICT “C-3”: CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: L. Kimbler: Council Member Philip Thurman moved to approve and adopt Ordinance 2021-37 as presented. Council Member Ricky Langley seconded. 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. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY DESCRIBED AS 806 EAST LEAGUE STREET (LEGAL DESCRIPTION: PORTION OF 5 ACRES, BLK. 8, KERR DONATION, 1.225 ACRES) WITH SINGLE FAMILY RESIDENTIAL “R-1” ZONING CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE : L. Kimbler: Council Member Mary Jane Shanes moved to approve and adopt Ordinance 2021-38 as presented. Council Member Philip Thurman seconded. The motion carried unanimously.

Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS, APPROVING A FRANCHISE FOR SOLID WASTE AND RECYCLING COLLECTION SERVICES IN THE CITY OF BURNET, TEXAS TO AL CLAWSON DISPOSAL, INC.; PRESCRIBING GENERALLY FOR THE OPERATION OF SUCH SERVICES; PROVIDING FOR ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE AND AN OPEN MEETINGS CLAUSE; AND PROVIDING FOR RELATED MATTERS: D. Vaughn: Council Member Danny Lester moved to approve the first reading of Ordinance No. 2021-39 as presented. Council Member Philip Thurman seconded. The motion carried unanimously.

Discuss and consider action: AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AMENDING CHAPTER 90, SECTIONS 90-51 OF THE CITY OF BURNET CODE OF ORDINANCES; SETTING SOLID WASTE AND RECYCLING DISPOSAL RATES; PROVIDING AN EFFECTIVE DATE; PROVIDING SEVERABILITY AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR OTHER RELATED MATTERS: D. Vaughn: Council Member Danny Lester moved to approve the first reading of Ordinance No. 2021-40 as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

Discuss and consider action: Awarding the Contract for Depository Services Effective 2021-2026: P. Langford: Council Member Joyce Laudenschlager moved to award the contract for Depository Services to First State Bank of Burnet for a period of five years. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

Discuss and consider action: Authorize the City Manager to enter into the Municipal Electric Utilities Mutual Assistance Program with LCRA and its electric customers: G.Courtney: Council Member Danny Lester moved to authorize the City Manager to enter into the Municipal Electric Utilities Mutual Assistance Program with LCRA and its electric customers. Council Member Ricky Langley seconded. The motion carried unanimously.

Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AMENDING THE CODE OF ORDINANCES CHAPTER 1 (ENTITLED “GENERAL PROVISIONS”); SECTION 1-6 (ENTITLED GENERAL “PENALTY FOR VIOLATIONS OF THE CODE

PROVIDING FOR PENALTY”) BY RENAMING AND RECODIFYING THE SECTION (TO BE ENTITLED “PENALTIES AND CREDIT CARD PROCESSING FEES”) AND ESTABLISHING A FEE FOR THE USE OF A CREDIT CARD FOR PAYMENT OF A FEE, FINE, PENALTY, UTILITY CHARGE, GOLF COURSE PURCHASE OR OTHER CHARGE; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: D. Vaughn:

Council Member Philip Thurman moved to approve the first reading of Ordinance No. 2021-41 as presented. Mayor Bromley seconded. City Secretary Kelly Dix called a roll vote. Council Members Thurman, Shanes, Laudenschlager, Langley and Mayor Bromley voted in favor. Council Member Lester voted opposed. Council Member Talamantez was absent. The motion carried with a vote of five in favor, one opposed and one absent.

Discuss and consider action: Approval of TxDot Aviation 2021 – 2022 Routine Airport Maintenance Program (RAMP) grant and designation of authorized representative: A. Field: Council member Joyce Laudenschlager moved to approve the TxDot Aviation 2021 – 2022 Routine Airport Maintenance Program (RAMP) grant and designate Airport Manager Adrienne Field as the authorized representative. Council Member Danny Lester seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING AN AMENDMENT TO A REAL ESTATE CONTRACT WITH DELAWARE SPRINGS RANCH INVESTMENTS LLC, FOR THE SALE OF APPROXIMATELY 42 ACRES OF CITY LAND LOCATED WEST OF THE BURNET MUNICIPAL GOLF COURSE; AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT ON BEHALF OF THE CITY: H. Erkan:

Council Member Danny Lester moved to approve Resolution No. R2021-49 as presented. Council Member Mary Jane Shanes seconded. 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: Council Member Philip Thurman requested an update report on the Development Services advisory meetings.

ADJOURN: There being no further business a motion to adjourn was made by Council Member Joyce Laudenschlager at 6:39 p.m. Seconded by Council Member Mary Jane Shanes. The motion carried unanimously.

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Crista Goble Bromley, Mayor

**ATTEST:**

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Kelly Dix, City Secretary

COUNTY OF BURNET     §  
STATE OF TEXAS       §

### **INTERLOCAL COOPERATION CONTRACT**

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

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

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

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

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

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

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

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

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

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

b. Contribution: The City agrees to provide seven hundred dollars (\$700.00) per month, not to exceed an annual total of eight thousand four hundred dollars (\$8,400.00) to the Herman Brown Free Library, Burnet, Texas, for the purchase of books for the Library.

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

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

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

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

**Section 4. Term.** This Contract shall commence on October 1, 2021, and shall continue in effect until September 30, 2022 unless terminated in writing by the City or the County.

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

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

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

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

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

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

**SIGNED AND APPROVED** this the 26<sup>th</sup> day of October, 2021.

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Crista Goble Bromley, Mayor

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County Judge, Burnet County

**ATTEST:**

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Title

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Kelly Dix, City Secretary

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Burnet County Clerk

STATE OF TEXAS  
COUNTY OF BURNET

§  
§

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

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

### **RECITALS:**

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

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

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

**Whereas**, City's Council approved this Agreement at October 26, 2021, regularly scheduled meeting.

### **AGREEMENT:**

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

#### **ARTICLE 1 RECITALS**

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

#### **ARTICLE 2 TERM**

2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2022.

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

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

3.01.01 Special Conditions: Intentionally Blank.

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

3.03 Payments. Intentionally blank.

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

#### **ARTICLE 4 REPORTS**

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

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

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

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

#### **ARTICLE 6 RECORDS**

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

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

## **ARTICLE 7 AUDIT**

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

## **ARTICLE 8 DEFAULT**

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

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

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

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

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

**ARTICLE 10  
NOTICE**

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

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

Burnet, Texas 78611

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

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

#### **ARTICLE 11 RELATIONSHIP**

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

#### **ARTICLE 12 ASSIGNMENT**

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

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

#### **ARTICLE 13 MISCELLANEOUS**

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

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

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

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

**THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1<sup>st</sup> DAY OF OCTOBER, 2021.**

**RECIPIENT:**

Burnet County Heritage Society  
A not for profit organization

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

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

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

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

**CITY:**

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

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

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

**ATTEST:**

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

COUNTY OF BURNET     §  
STATE OF TEXAS       §

## INTERLOCAL COOPERATION AGREEMENT

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

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

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

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

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

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

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

**Section 3. Agreement Period.** This Agreement shall commence on October 1, 2021, and shall continue in effect until September 30, 2022 unless terminated in writing by the City or CARTS.

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

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

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

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

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

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

**SIGNED AND APPROVED** this the 26<sup>th</sup> day of October, 2021.

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

\_\_\_\_\_  
CARTS

ATTEST:

\_\_\_\_\_  
Title

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

STATE OF TEXAS  
COUNTY OF BURNET

§  
§

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

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

### **RECITALS:**

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

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

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

**Whereas**, City's Council approved this Agreement at October 26, 2021, regularly scheduled meeting.

### **AGREEMENT:**

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

#### **ARTICLE 1 RECITALS**

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

#### **ARTICLE 2 TERM**

2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2022.

#### **ARTICLE 3**

## **TERMS AND CONDITIONS**

- 3.01 Public Services. Recipient, agrees to provide the Public Services described as follows: support senior nutrition for citizens over the age of 60 or disabled that need assistance with nutritious meal service and are unable to provide for themselves.
- 3.01.01 Special Conditions: Intentionally Blank.
- 3.02 City's Contribution. In consideration for the public services provided by Recipient, City agrees to provide program funding for Senior Nutrition Services to the community including but not limited to providing meals to participants aged 60 and older or disabled persons in an amount, not to exceed, \$15,000.00 ("Total Value Amount").
- 3.03 Payments. Intentionally blank.
- 3.04 Covenant. Recipient covenants and agrees that in providing the Public Services it shall not discriminate based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity.

## **ARTICLE 4 REPORTS**

- 4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2022.
- 4.02 Report content. Reports shall provide information on the project including total revenues, total expenses, and information regarding the impact of the Public Services, including the number of City of Burnet Citizens directly benefiting from the Program. Reports shall be in a form acceptable to the City Manager.

## **ARTICLE 5 DUTY TO CITY**

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

## **ARTICLE 6 RECORDS**

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

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

## **ARTICLE 7 AUDIT**

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

## **ARTICLE 8 DEFAULT**

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

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

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

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

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

## **ARTICLE 10 NOTICE**

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

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

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

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

#### **ARTICLE 11 RELATIONSHIP**

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

#### **ARTICLE 12 ASSIGNMENT**

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

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

#### **ARTICLE 13 MISCELLANEOUS**

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

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

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

**THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1<sup>st</sup> DAY OF OCTOBER, 2021.**

**RECIPIENT:**

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

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

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

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

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

**CITY:**

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

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

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

**ATTEST:**

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

STATE OF TEXAS  
COUNTY OF BURNET

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

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

### **RECITALS:**

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

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

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

**Whereas**, City's Council approved this Agreement at October 26, 2021, regularly scheduled meeting.

### **AGREEMENT:**

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

#### **ARTICLE 1 RECITALS**

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

#### **ARTICLE 2 TERM**

2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2022.

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

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

3.01.01 Special Conditions: Intentionally Blank.

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

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

(b) Program Funding. City shall provide program funding assistance in the amount of \$6,500.00.

(c) The combined value of subsections (a) \$8,200.00; and, (b) 6,500.00 shall be the "Total Value Amount" of the City's obligation under this Agreement.

3.03 Payments. Intentionally blank.

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

## **ARTICLE 4 REPORTS**

4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2022.

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

## **ARTICLE 5 DUTY TO CITY**

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

## **ARTICLE 6 RECORDS**

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

## **ARTICLE 7 AUDIT**

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

## **ARTICLE 8 DEFAULT**

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

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

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

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

## **ARTICLE 10 NOTICE**

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

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

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

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

## **ARTICLE 11 RELATIONSHIP**

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

## **ARTICLE 12 ASSIGNMENT**

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

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

## **ARTICLE 13 MISCELLANEOUS**

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

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

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

**THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1<sup>st</sup> DAY OF OCTOBER, 2021.**

**RECIPIENT:**

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

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

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

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

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

**CITY:**

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

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

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

**ATTEST:**

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

STATE OF TEXAS  
COUNTY OF BURNET

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

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

### **RECITALS:**

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

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

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

**Whereas**, City's Council approved this Agreement at October 26, 2021, regularly scheduled meeting.

### **AGREEMENT:**

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

#### **ARTICLE 1 RECITALS**

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

#### **ARTICLE 2 TERM**

2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2022.

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

3.01 Public Services. Recipient, agrees to provide the Public Services described as follows: a safe space where young people in the community have the freedom to focus on reaching their full potential by exploring innovative programs designed to empower youth to excel in school, become good citizens and lead healthy, productive lives; and, by providing caring guidance and support in order to help them grow into confident, capable adults.

3.01.01 Special Conditions: Intentionally Blank.

3.02 City's Contribution. In consideration for the public services provided by Recipient, City agrees to cover all monthly costs related to the provision of City of Burnet Utility water, wastewater, electric and garbage service to the Boys and Girls Club – Highland Lakes located at 709 Northington Street, Burnet, Texas, in an amount, not to exceed, \$8,500.00 ("Total Value Amount").

3.03 Payments. Intentionally blank.

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

#### **ARTICLE 4 REPORTS**

4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2022.

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

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

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

#### **ARTICLE 6 RECORDS**

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

## **ARTICLE 7 AUDIT**

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

## **ARTICLE 8 DEFAULT**

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

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

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

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

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

**ARTICLE 10  
NOTICE**

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

If to City:                      City of Burnet  
   Attention: City Manager

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

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

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

#### **ARTICLE 11 RELATIONSHIP**

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

#### **ARTICLE 12 ASSIGNMENT**

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

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

#### **ARTICLE 13 MISCELLANEOUS**

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

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

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

**THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1<sup>st</sup> DAY OF OCTOBER, 2021.**

INSERT NAME

**RECIPIENT:**

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

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

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

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

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

**CITY:**

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

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

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

**ATTEST:**

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

STATE OF TEXAS  
COUNTY OF BURNET

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

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

### **RECITALS:**

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

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

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

**Whereas**, City's Council approved this Agreement at October 26, 2021, regularly scheduled meeting.

### **AGREEMENT:**

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

#### **ARTICLE 1 RECITALS**

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

#### **ARTICLE 2 TERM**

2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2022.

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

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

3.01.01 Special Conditions: Intentionally Blank.

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

3.03 Payments. Intentionally blank.

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

#### **ARTICLE 4 REPORTS**

4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2022.

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

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

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

#### **ARTICLE 6 RECORDS**

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

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

## **ARTICLE 7 AUDIT**

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

## **ARTICLE 8 DEFAULT**

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

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

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

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

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

## **ARTICLE 10 NOTICE**

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

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

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

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

#### **ARTICLE 11 RELATIONSHIP**

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

#### **ARTICLE 12 ASSIGNMENT**

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

#### **ARTICLE 13 MISCELLANEOUS**

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

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

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

**THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1<sup>st</sup> DAY OF OCTOBER, 2021.**

**RECIPIENT:**

Hill Country Community Foundation  
A not for profit organization

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

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

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

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

**CITY:**

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

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

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

**ATTEST:**

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

STATE OF TEXAS  
COUNTY OF BURNET

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

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

### **RECITALS:**

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

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

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

**Whereas**, City's Council approved this Agreement at October 26, 2021, regularly scheduled meeting.

### **AGREEMENT:**

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

#### **ARTICLE 1 RECITALS**

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

#### **ARTICLE 2 TERM**

2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2022.

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

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

3.01.01 Special Conditions: Intentionally Blank.

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

3.03 Payments. Intentionally blank.

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

#### **ARTICLE 4 REPORTS**

4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2022.

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

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

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

#### **ARTICLE 6 RECORDS**

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

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

## **ARTICLE 7 AUDIT**

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

## **ARTICLE 8 DEFAULT**

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

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

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

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

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

## **ARTICLE 10 NOTICE**

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

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

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

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

## **ARTICLE 11 RELATIONSHIP**

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

## **ARTICLE 12 ASSIGNMENT**

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

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

## **ARTICLE 13 MISCELLANEOUS**

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

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

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

**THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1<sup>st</sup> DAY OF OCTOBER, 2021.**

**RECIPIENT:**

Lakes Area Care, Inc.  
A not for profit organization

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

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

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

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

**CITY:**

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

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

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

**ATTEST:**

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

STATE OF TEXAS  
COUNTY OF BURNET

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

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

### **RECITALS:**

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

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

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

**Whereas**, City's Council approved this Agreement at October 26, 2021, regularly scheduled meeting.

### **AGREEMENT:**

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

#### **ARTICLE 1 RECITALS**

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

#### **ARTICLE 2 TERM**

2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2022.

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

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

3.01.01 Special Conditions: Intentionally Blank.

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

3.03 Payments. Intentionally blank.

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

#### **ARTICLE 4 REPORTS**

4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2022.

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

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

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

#### **ARTICLE 6 RECORDS**

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

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

## **ARTICLE 7 AUDIT**

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

## **ARTICLE 8 DEFAULT**

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

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

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

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

## **ARTICLE 10 NOTICE**

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

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

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

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

#### **ARTICLE 11 RELATIONSHIP**

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

#### **ARTICLE 12 ASSIGNMENT**

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

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

#### **ARTICLE 13 MISCELLANEOUS**

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

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

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

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

**THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1<sup>st</sup> DAY OF OCTOBER, 2021.**

**RECIPIENT:**

Burnet County Child Welfare Board  
A not for profit organization

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

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

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

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

**CITY:**

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

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

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

**ATTEST:**

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



## Development Services

## ITEM 3.1

Leslie Kimbler  
Interim Planner I  
512-715-3206  
lkimbler@cityofburnet.com

### Agenda Item Brief

**Meeting Date:** October 26, 2021

**Agenda Item:** Public Hearing: The City Council of the City of Burnet shall conduct a public hearing to receive testimony and comments from members of the public on the merits of a request to rezone property located at 4313 S HWY 281 (Legal Description: 52.522 ACRES INSIDE CITY, PART OF 285.179 ACRES TRACT, OUT OF THE WASHINGTON ANDERSON SURVEY NO. 10, ABS. NO. 29). The request is to rezone the property from its present designation of Light Commercial – District “C-1” to a designation of Medium Commercial – District “C-2”: L. Kimbler

**Background:** This property stretches along south highway 281 across from the entrances of Oak Vista Drive and Ranches at Delaware Creek Subdivision. This vacant property is a portion of a 285-acre tract; the request will only pertain to the 52-acres within in the city limits. Currently, the property is not serviced by any city utilities and is not located within the city’s electrical CCN.

**Information:** The applicant is seeking the requested zoning for marketing purposes and to be in line with the zoning or surrounding properties. Currently, other properties along south highway 281 are a mix of commercial zonings with the majority being either Medium Commercial – District “C-2” or Heavy Commercial – District “C-3”.

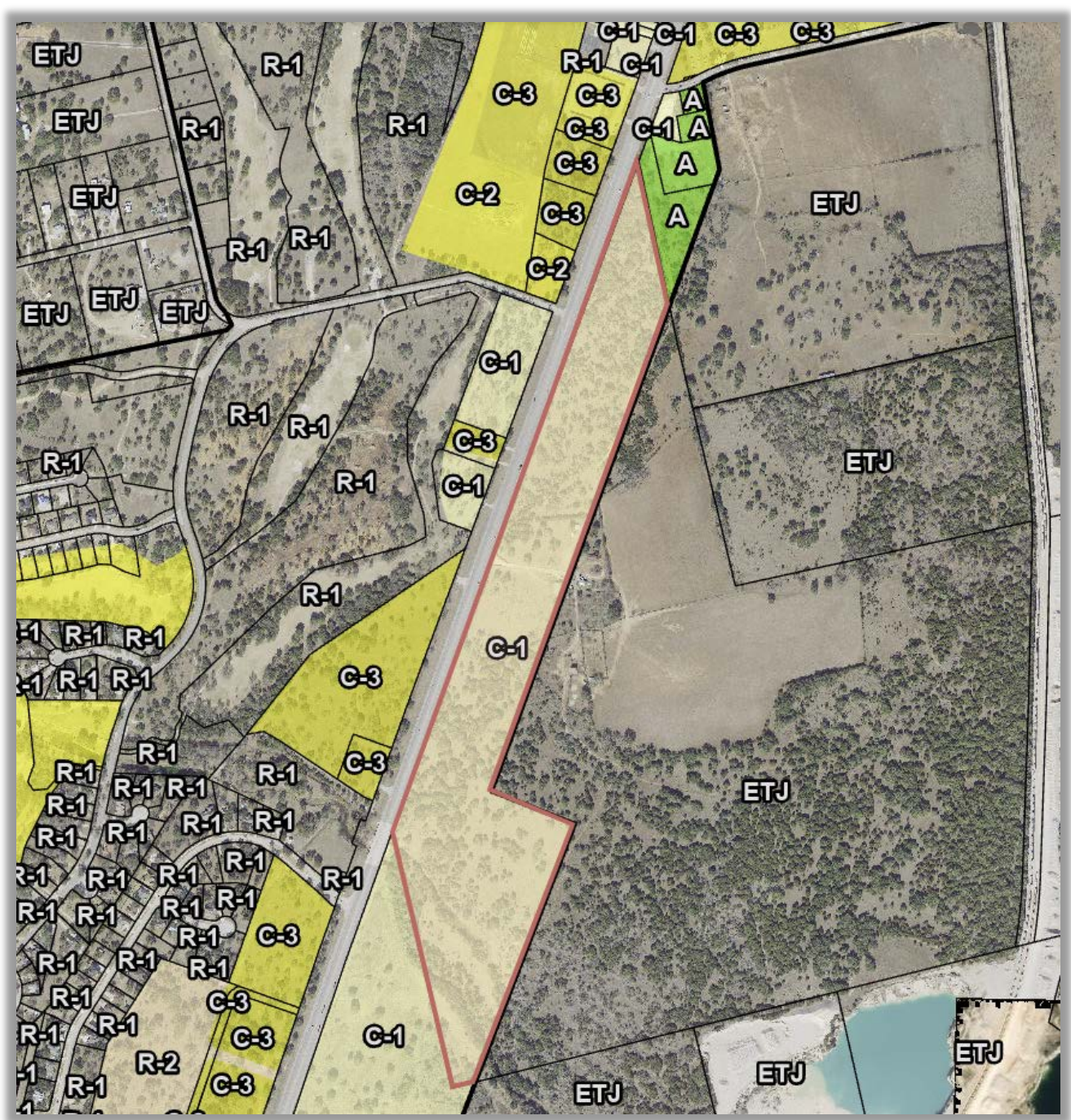
**Staff Analysis:** The Future Land Use Map (Exhibit B) designation for the area is commercial. As the property abuts a major arterial road, Medium Commercial – District “C-2” is appropriate in this area.  
Properties adjacent to the subject property are zoned as follows:

	North	South	East	West
<b>Zoning</b>	“A”	“C-1”	ETJ	“C-3/C-2/C-1”
<b>FLUM</b>	Commercial	Commercial	Residential	Commercial
<b>Land Use</b>	Vacant	Vacant	Vacant	Vacant

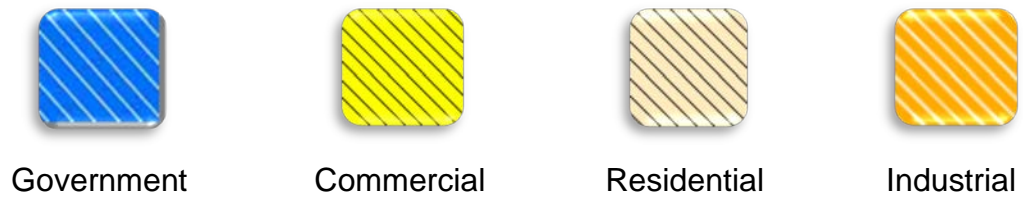
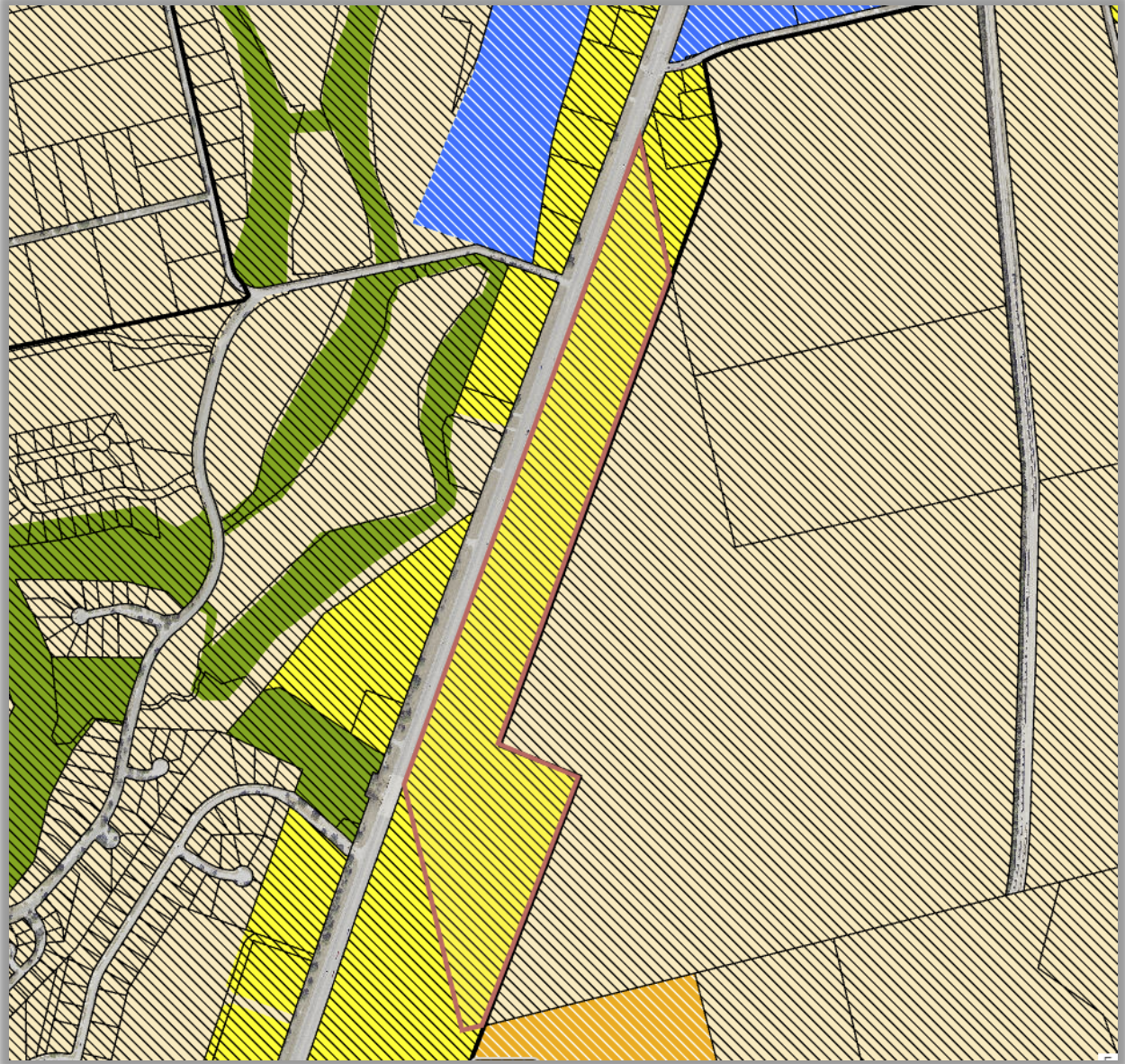
**Public Notification:** A Notice of Public Hearing was published in the Burnet Bulletin on September 22, 2021, and written notices were mailed to 12 surrounding property owners within 200 feet of the subject property. There have been zero responses in favor and zero responses in opposition.

**P&Z Report:** P&Z conducted a scheduled public hearing and recommended approval of the requested zone change on October 4, 2021.

Exhibit "A"  
Location & Current Zoning Map



**Exhibit "B"**  
**Future Land Use Map**



# Public Hearing

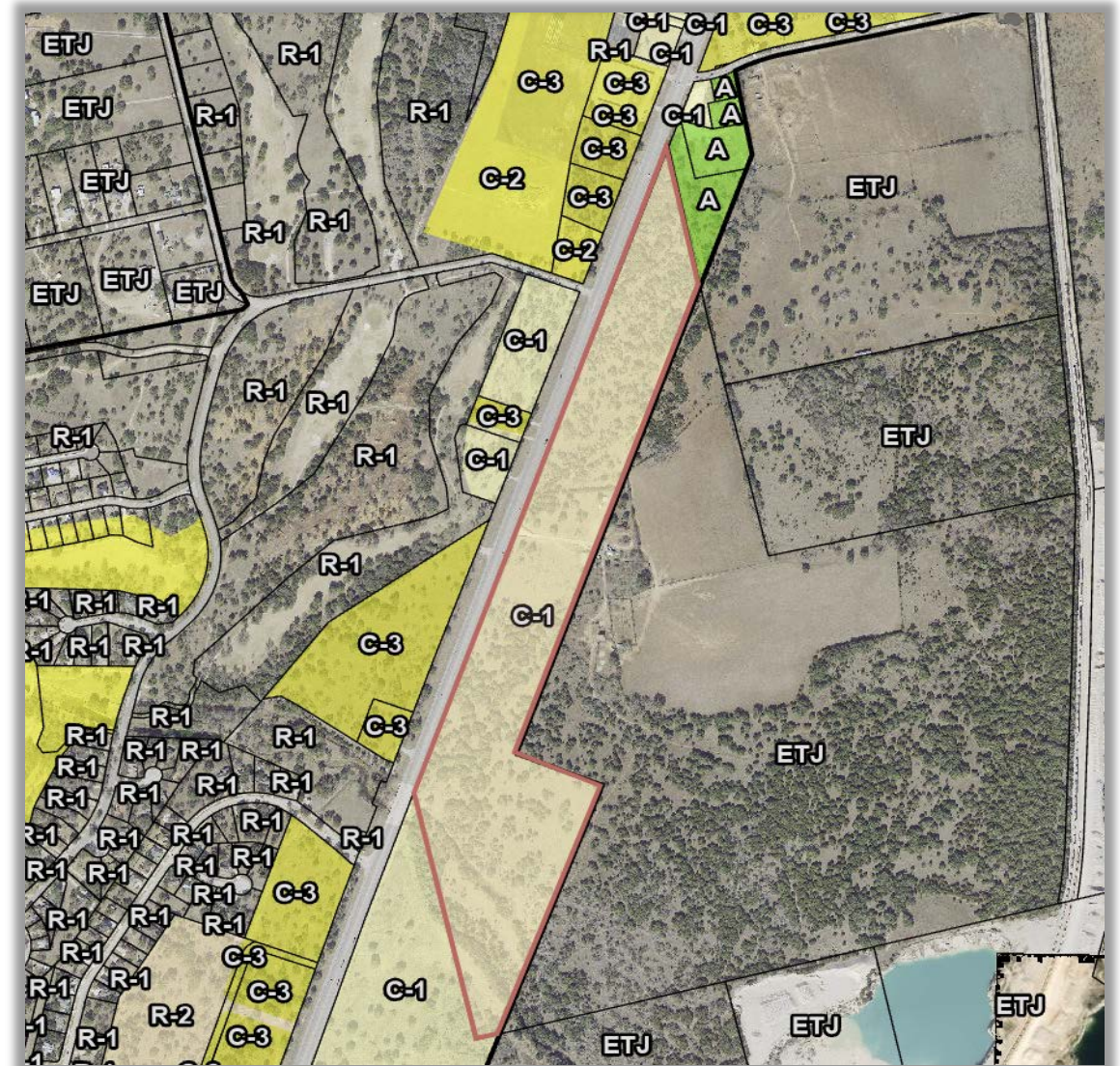
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The City Council of the City of Burnet shall conduct a public hearing to receive testimony and comments from members of the public on the merits of a request to rezone property located at 4313 S HWY 281 (Legal Description: 52.522 ACRES INSIDE CITY, PART OF 285.179 ACRES TRACT, OUT OF THE WASHINGTON ANDERSON SURVEY NO. 10, ABS. NO. 29). The request is to rezone the property from its present designation of Light Commercial – District “C-1” to a designation of Medium Commercial – District “C-2”

# Public Hearing

## Information:

- Current Zoning:  
Light Commercial – District “C-1”
  - Requested Zoning:  
Medium Commercial – District “C-2”
- 
- 52-acres of a 285-acre tract
  - Applicant is seeking zoning for marketing purposes.
  - Mix of Commercial zonings; majority being “C-2” or “C-3”



# Public Hearing

## Future Land Use Map:



Government

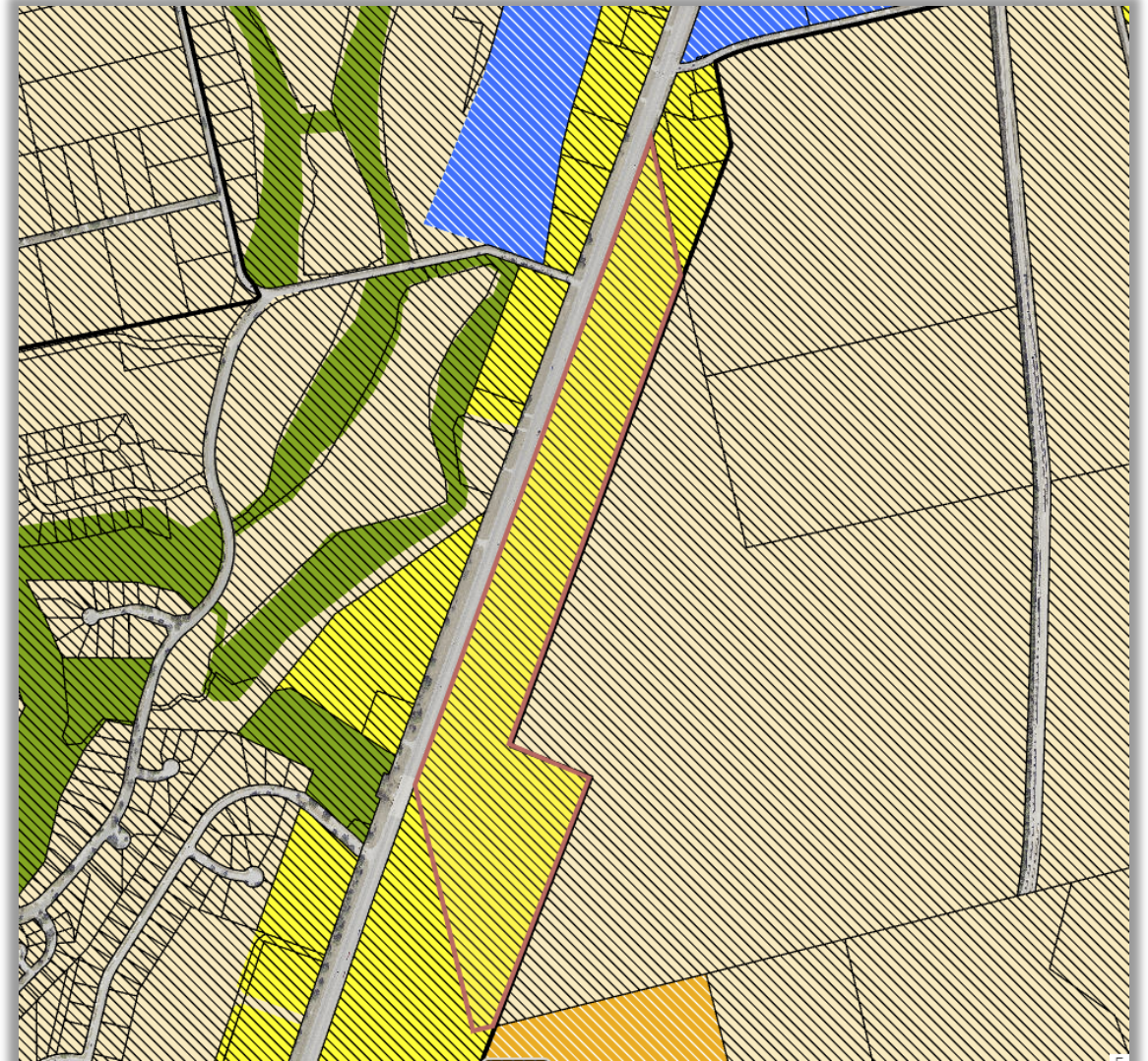
Commercial

Residential

Open Space

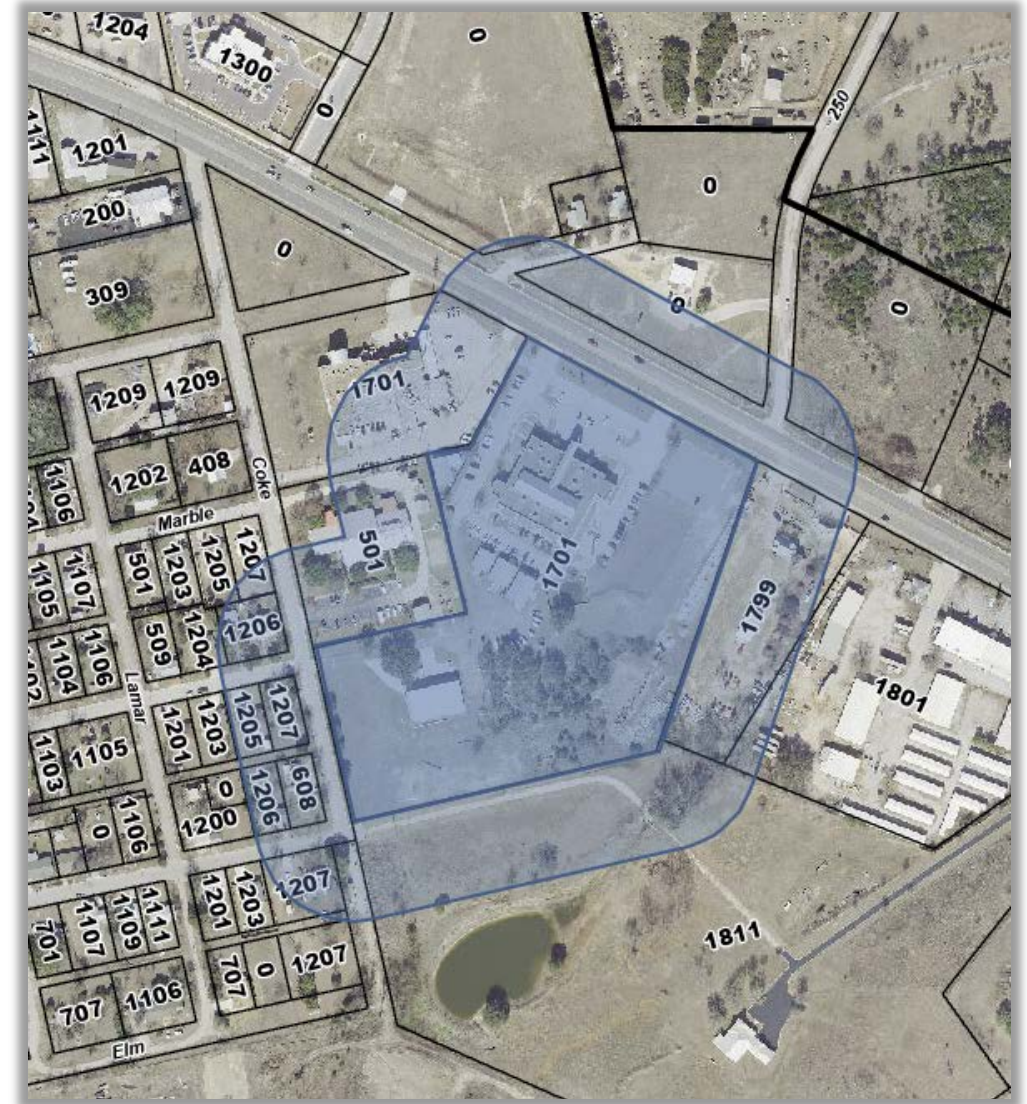
	North	South	East	West
Zoning	"A"	"C-1"	ETJ	"C-3/C-2/C-1"
FLUM	Commercial	Commercial	Residential	Commercial
Land Use	Vacant	Vacant	Vacant	Vacant

The Future Land Use Map designation for the area is Government. The proposed Medium Commercial – District "C-2" zoning is appropriate for this area.



## Public Notification:

- ## Public Notification:





## Development Services

## ITEM 3.2

Leslie Kimbler  
Interim Planner I  
512-715-3206  
lkimbler@cityofburnet.com

### Agenda Item Brief

**Meeting Date:** October 26, 2021

**Agenda Item:** Public Hearing: The City Council of the City of Burnet shall conduct a public hearing to receive testimony and comments from members of the public on the merits of a request to rezone property located at 810 East League Street (Legal Description: 0.151 ACRE TRACT, OUT OF THE JOHN HAMILTON SURVEY NO. 1, ABSTRACT NO.405). The request is to rezone the property from its present designation of Light Commercial-District "C-1" to a designation of Single Family Residential- District "R-1".: L. Kimbler

**Background:** This property (Exhibit A) was identified by staff as being improperly zoned. The current zoning of C-1 is incorrect.

**Information:** Staff recommends Single Family Residential- District "R-1" classification for the property. This is consistent with the FLUM and is the correct zoning for the property.

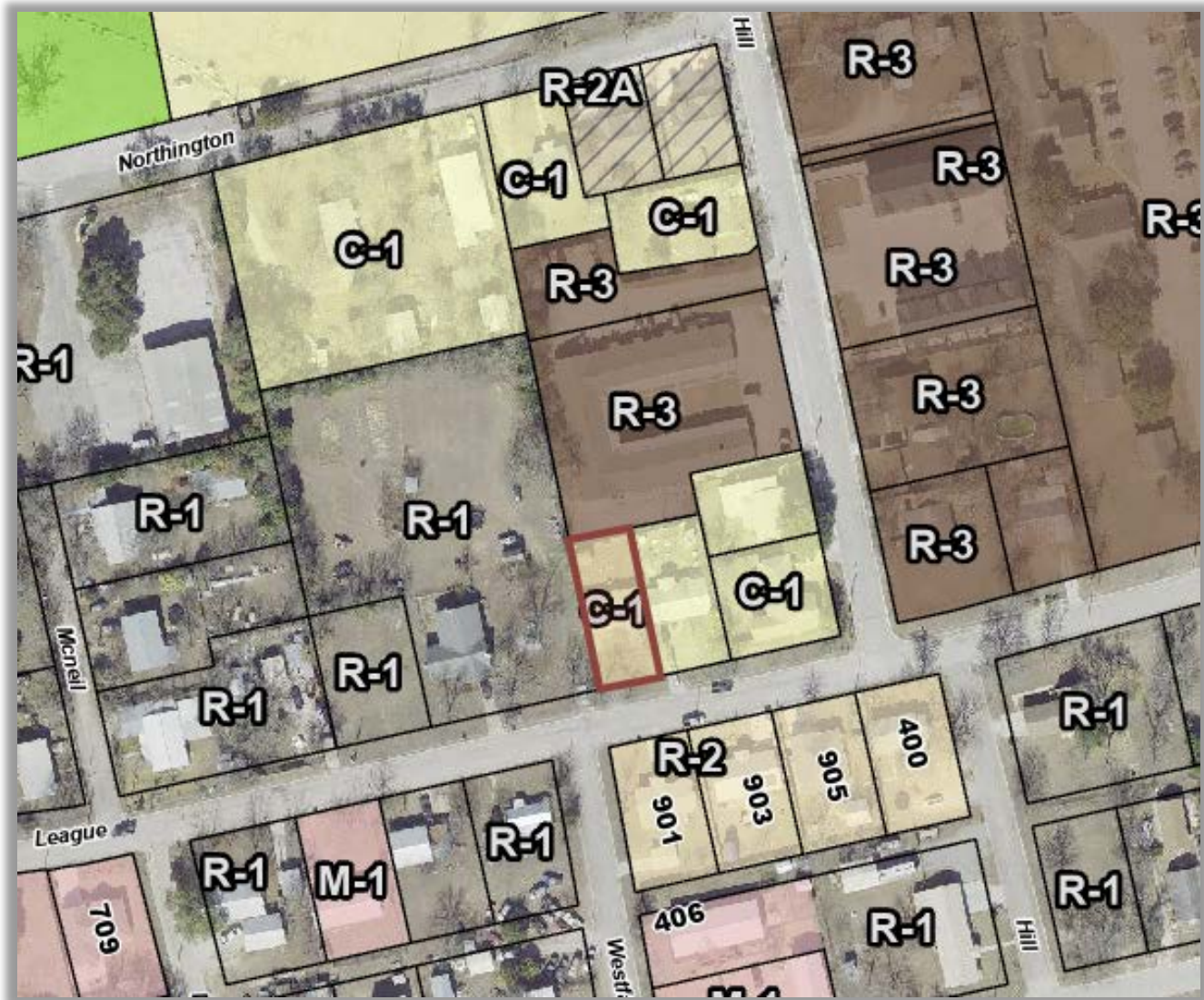
**Staff Analysis:** The Future Land Use Map (Exhibit B) designation for the area is residential. As the property is bordered by other residential areas, Single Family Residential- District "R-1" is appropriate in this area.  
Properties adjacent to the subject property are zoned as follows:

	North	South	East	West
<b>Zoning</b>	"R-3"	"R-2"	"R-1"	"C-1"
<b>FLUM</b>	Residential	Residential	Residential	Residential
<b>Land Use</b>	Residential	Residential	Residential	Residential

**Public Notification:** A Notice of Public Hearing was published in the Burnet Bulletin on September 22, 2021, and written notices were mailed to fourteen (14) surrounding property owners within 200 feet of the subject property. There have been zero responses in favor and zero responses in opposition.

**P&Z Report:** P&Z conducted a scheduled public hearing and recommended approval of the requested zone change on October 4, 2021.

Exhibit "A"  
Location & Current Zoning Map



**Exhibit "B"**  
**Future Land Use Map**



Government



Commercial



Residential



Industrial

## Discuss and Consider

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Discuss and Consider: 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 810 EAST LEAGUE STREET (LEGAL DESCRIPTION: 0.151 ACRE TRACT, OUT OF THE JOHN HAMILTON SURVEY NO. 1, ABSTRACT NO.405) WITH SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1”: CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

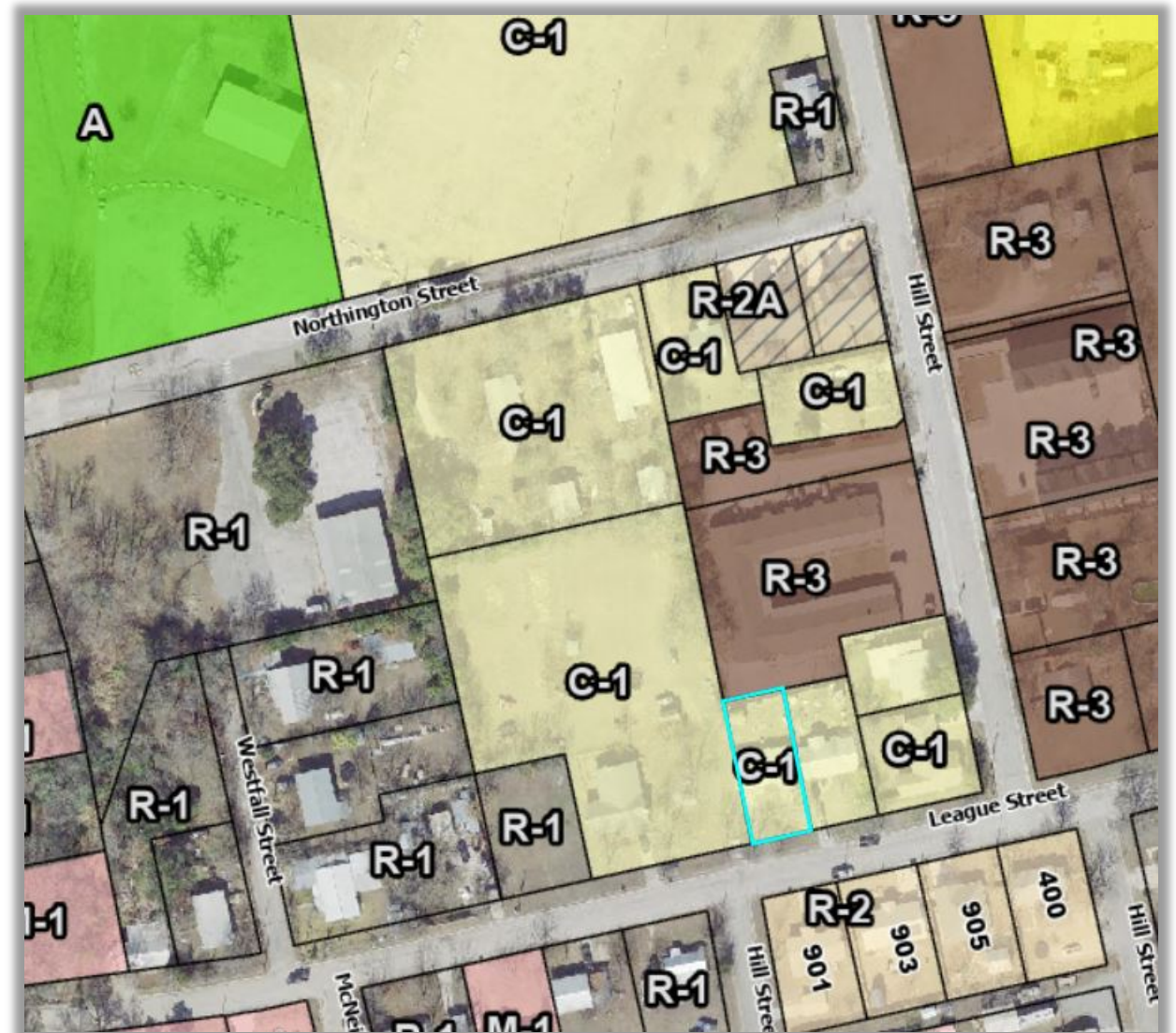
# Discuss and Consider

## Information:

- Current Zoning:  
Light Commercial – District “C-1”
- Requested Zoning:  
Single Family Residential- District “R-1”
  - ❖ Location was identified by staff as being incorrectly zoned. This zoning change was initiated by staff as well.

## Future Land Use Map:

The Future Land Use Map designation for the area is Residential. The proposed Single-Family Residential – District “R-1” zoning is appropriate for this area.



# Questions?

Staff recommends approval of the request to rezone the property from its present designation of Light Commercial – District “C-1” to a designation of Single-Family Residential - District “R-1”





## Development Services

## ITEM 3.3

Leslie Kimbler  
Interim Planner I  
512-715-3206  
lkimbler@cityofburnet.com

### Agenda Item Brief

**Meeting Date:** October 26, 2021

**Agenda Item:** Public Hearing: The City Council of the City of Burnet shall conduct a public hearing to receive testimony and comments from members of the public on the merits of a request to rezone property located at 812 East League Street (Legal Description: 0.151 ACRE TRACT, OUT OF THE JOHN HAMILTON SURVEY NO. 1, ABSTRACT NO.405 AND BEING A PORTION OF BLOCK NO 8, PETER KERR DONATION). The request is to rezone the property from its present designation of Light Commercial-District "C-1" to a designation of Single Family Residential-District "R-1".: L. Kimbler

**Background:** This property (Exhibit A) was identified by staff as being improperly zoned. The current zoning of C-1 is incorrect.

**Information:** Staff recommends Single Family Residential- District "R-1" classification for the property. This is consistent with the FLUM and is the correct zoning for the property.

**Staff Analysis:** The Future Land Use Map (Exhibit B) designation for the area is residential. As the property is bordered by other residential areas, Single Family Residential- District "R-1" is appropriate in this area.  
Properties adjacent to the subject property are zoned as follows:

	North	South	East	West
Zoning	"R-3"	"R-2"	"C-1"	"C-1"
FLUM	Residential	Residential	Residential	Residential
Land Use	Residential	Residential	Residential	Residential

**Public Notification:** A Notice of Public Hearing was published in the Burnet Bulletin on September 22, 2021, and written notices were mailed to seventeen (17) surrounding property owners within 200 feet of the subject property. There have been zero responses in favor and zero responses in opposition.

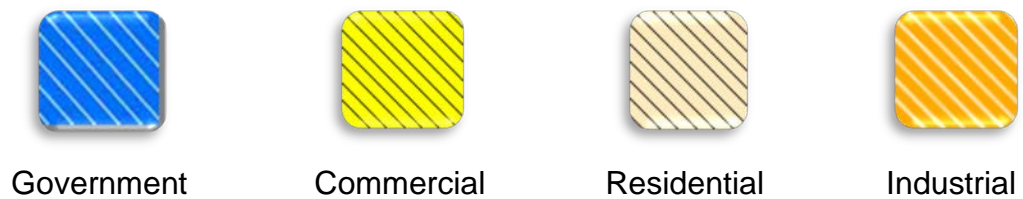
**P&Z Report:**

P&Z conducted a scheduled public hearing and recommended approval of the requested zone change on October 4, 2021.

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



**Exhibit "B"**  
**Future Land Use Map**





# Public Hearing

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The City Council of the City of Burnet shall conduct a public hearing to receive testimony and comments from members of the public on the merits of a request to rezone property located at 812 East League Street (Legal Description: 0.151 ACRE TRACT, OUT OF THE JOHN HAMILTON SURVEY NO. 1, ABSTRACT NO.405 AND BEING A PORTION OF BLOCK NO 8, PETER KERR DONATION). The request is to rezone the property from its present designation of Light Commercial-District “C-1” to a designation of Single Family Residential- District “R-1”.

# Public Hearing

## Information:

- Current Zoning:  
Light Commercial – District “C-1”
- Requested Zoning:  
Single Family Residential- District “R-1”
  - Location was identified by staff as being incorrectly zoned. This zoning change was initiated by staff as well



# Public Hearing

## Future Land Use Map:



Government    Commercial    Residential    Open Space

	North	South	East	West
<b>Zoning</b>	"R-3"	"R-2"	"C-1"	"C-1"
<b>FLUM</b>	Residential	Residential	Residential	Residential
<b>Land Use</b>	Residential	Residential	Residential	Residential

The Future Land Use Map designation for the area is Residential. The proposed Single-Family Residential – District "R-1" zoning is appropriate for this area.



## Public Notification:

- 
- An aerial photograph of a residential neighborhood with property lines and addresses overlaid. A blue circle highlights a central area, and a red rectangle highlights a specific property at 812. The map shows a grid of streets including Northington Street, Hill Street, League Street, Westfall Street, McNeil Street, and Marble Street. Various house numbers are visible, such as 801, 803, 804, 805, 806, 807, 809, 810, 812, 813, 301, 302, 304, 305, 307, 308, 309, 310, 400, 401, 403, 406, 409, 709, 1000, and 1006.





## Administration

### ITEM 4.1

David Vaughn  
City Manager  
512.715.3208  
dvaughn@cityofburnet.com

## Agenda Item Brief

**Meeting Date:** October 26, 2021

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

**Background:**

**Information:**

**Fiscal Impact:**

**Recommendation:** To be determined by Council



## Administration

## ITEM 4.2

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

### Agenda Item Brief

**Meeting Date:** October 26, 2021

**Agenda Item:** Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS, APPROVING A FRANCHISE FOR SOLID WASTE AND RECYCLING COLLECTION SERVICES IN THE CITY OF BURNET, TEXAS TO AL CLAWSON DISPOSAL, INC.; PRESCRIBING GENERALLY FOR THE OPERATION OF SUCH SERVICES; PROVIDING FOR ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE AND AN OPEN MEETINGS CLAUSE; AND PROVIDING FOR RELATED MATTERS: D. Vaughn

**Background:**

**Information:** This ordinance, if approved, would grant a five year franchise for solid waste and recycling services to ACDI.

There have been no changes to Ordinance 2021-39 since the first reading on September 28, 2021

**Fiscal Impact:** Adoption of this franchise will increase the cost of service by three percent.

**Recommendation:** Approve and adopt Ordinance number 2021-39 as presented.

## ORDINANCE 2021-39

**AN ORDINANCE OF THE CITY OF BURNET, TEXAS, APPROVING A FRANCHISE FOR SOLID WASTE AND RECYCLING COLLECTION SERVICES IN THE CITY OF BURNET, TEXAS TO AL CLAWSON DISPOSAL, INC.; PRESCRIBING GENERALLY FOR THE OPERATION OF SUCH SERVICES; PROVIDING FOR ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE AND AN OPEN MEETINGS CLAUSE; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, it is in the public interest to ensure solid waste and recycling services are provided to the citizens of the City of Burnet; and

**WHEREAS**, in accordance with the laws of the State of Texas, Al Clawson Disposal, Inc. ("ACDI"). was selected as the best proposal to provide said services; and

**WHEREAS**, the City Council has determined that granting of a franchise to ACDI will assist in meeting the solid waste and recycling needs of the community; and

**WHEREAS**, the City Council has determined that granting of a franchise on the terms set forth herein is in the public interest and in the interest of the City of Burnet and its residents.

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

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

**Section 2. Terms and Conditions.** ACDI shall be the exclusive provider of all residential and commercial solid waste, residential single stream recycling and bulky waste collection services, and a non-exclusive provider for commercial single stream recycling, inside the corporate city limits of Burnet, and is bound by all of the obligations as defined in the Franchise Agreement, attached hereto as Exhibit "A" incorporated herein as though fully transcribed herein.

**Section 3. Ordinances in Conflict.** All ordinances in conflict with the provisions of this ordinance are hereby repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect. All previous franchises providing for solid waste and recycling services in the City are hereby repealed.

**Section 4. Severability.** Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for

any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

**Section 5. Authorization:** The City Manager is hereby authorized to execute the franchise agreement and all documents necessary to authorize the franchise agreement.

**Section 6. Effective Date.** This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

**Section 7. Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

**PASSED AND APPROVED** on this 28<sup>th</sup> day of September, 2021.

**FINALLY PASSED AND APPROVED** on this 26<sup>th</sup> day of October, 2021.

**CITY OF BURNET, TEXAS**

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

ATTEST:

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

# **Exhibit “A”**

**EXCLUSIVE FRANCHISE AGREEMENT  
FOR THE COLLECTION, HAULING AND DISPOSAL OF SOLID WASTE AND RECYCLABLE  
MATERIALS IN THE CITY OF BURNET, TEXAS**

**STATE OF TEXAS  
COUNTY OF BURNET**

THIS EXCLUSIVE FRANCHISE AGREEMENT ("Agreement") is made and entered into as of this 26<sup>th</sup> day of October, 2021 with an effective date of November 1, 2021 by and between Al Clawson Disposal, Inc., a Texas Corporation (the "Service Provider"), and the City of Burnet, Texas (the "City").

**WHEREAS**, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Service Provider the exclusive franchise, license and privilege to collect, haul and dispose of Residential Solid Waste and Recycling Services, and Commercial Solid Waste Services (as such terms are defined herein) excluding temporary Roll-off services, within the City's corporate limits.

**WHEREAS**, the Service Provider desires to operate and maintain the service of collection, transportation, and disposal of Residential Solid Waste and Recycling Services, and Commercial Solid Waste Services over, along, and across the present and future streets, alleys, bridges, and public properties of the City, subject to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

**SECTION 1. DEFINITIONS**

The following terms, as used herein, will be defined as follows:

**Bulky Waste.** Solid Waste not easily containerized in a Cart such as, but not limited to appliances, furniture, and other Solid Waste. Bulky Waste shall not include Excluded Waste.

**Bulky Waste Services.** Collection of Bulky Waste and Disposal of Bulky Waste at a Disposal Site or Recycling of Bulky Waste at a Recycling Facility.

**Brush Bundles.** Brush and/or yard trimmings securely tied together forming an easily handled package not exceeding four feet in length or 40 lbs. in weight.

**Cart.** A receptacle, equipped with wheels and a bar, with a capacity of approximately sixty-five (65) or ninety-five (95) gallons, designed to be mechanically dumped into a loader packer type

truck via a fully-automated truck arm or semi-automated truck tipper, purchased with a minimum ten (10) year manufacturer's warranty and approved in advance by the City Manager.

**City.** The City of Burnet, Texas and City's officers, elected officials, employees, agents, volunteers, and representatives.

**City Council.** The governing body of the City.

**City Event.** An event designated by the City Manager to receive City Services. The City Manager has the sole authority to add or eliminate City Events.

**City Manager.** The City Manager of the City of Burnet or a person authorized to act on behalf of the City Manager.

**City Services.** Solid Waste Services and Recycling Services for City Events and City Facilities.

**City Staff.** Personnel employed by the City of Burnet and authorized by the City Manager to act on behalf of the City in a limited capacity as provided for in this Agreement.

**Collect or Collection.** The act of removing Solid Waste for transport to a Disposal Site, removing Recyclable Materials for transport to a Recycling Facility, and removing Bulky Waste for transport to a Disposal Site or Recycling Facility.

**Corrugated Cardboard.** Any packaging material formed by gluing one or more fluted sheets of paperboard (corrugated medium) to one or more flat sheets (facings) of linerboard.

**Commercial Unit.** An improved property located in the City, other than a Residential Unit.

**Commercial Services.** Solid Waste Services, Bulky Waste Services, and Recycling Services for Commercial Units.

**Compactor.** A compaction mechanism, whether stationary or mobile, designed to attach to a Roll-off.

**Construction or Demolition Waste.** In accordance with 30 Texas Administrative Code § 330.3, defined as "Waste resulting from construction or demolition projects; includes all materials that are directly or indirectly the by-products of construction work or that result from demolition of buildings and other structures, including, but not limited to, paper, cartons, gypsum board, wood, excelsior, rubber, and plastics."

**Curbside.** The location within three (3) feet of the curb of the street abutting such property that provides primary access to the Residential Unit or Commercial Unit as designated by the City Staff unless such placement interferes with or endangers movement of vehicles and pedestrians.

**Customer(s).** An occupant of a Residential Unit or a Commercial Unit within the city limits of the City that has a City utility account that is billed for Solid Waste Services and/or Recycling Services on a monthly basis.

**Dead Animals.** Animals, or portions thereof, including any and all household animals that have expired from any cause.

**Disposal.** In accordance with 30 Texas Administrative Code § 330.3, defined as “The discharge, deposit, injection, dumping, spilling, leaking, or placing of any Solid Waste or Hazardous Waste (whether containerized or uncontainerized) into or on any land or water so that such Solid Waste or Hazardous Waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including groundwater”.

**Disposal Site or Facility.** All contiguous land, structures, other appurtenances, and improvements on the land that is licensed and permitted, as required by all governmental bodies having jurisdiction, for disposing of Solid Waste. A Disposal Site may be publicly or privately owned and may consist of several Disposal operational units.

**Dumpster.** A watertight receptacle, with a capacity of approximately two (2) cubic yards up to approximately ten (10) cubic yards, equipped with tight-fitting lid and designed to be mechanically dumped into a loader-packer type truck.

**Dwelling Unit.** Any group of rooms located within a dwelling and forming a single habitable unit with facilities which are used, or are intended to be used, for living, sleeping, cooking and eating.

**Excluded Waste.** Hazardous Waste, Special Waste, and Construction or Demolition Waste.

**Garbage.** Any and all Dead Animals of less than ten (10) pounds in weight; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not limited to, used tin cans and other food containers, and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents), except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals over ten pounds in weight, Hazardous Waste, Rubbish and Stable Matter.

**Generator.** Any person or entity that produces Solid Waste and/or Recyclable Materials.

**Hazardous Waste.** In accordance with 30 Texas Administrative Code § 330.3, defined as “Any Solid Waste identified or listed as a Hazardous Waste by the administrator of the United States Environmental Protection Agency under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, 42 United States Code, §§6901 *et seq.*, as amended.”

**Non-Hazardous Waste.** The Texas Commission on Environmental Quality defines Non-Hazardous Waste as waste that does not meet the EPA's definition of hazardous waste. Waste is considered hazardous if it is found on the EPA's list of hazardous waste or it exhibits one or more hazardous characteristics.

**Processing or Processed.** The Recycling of Program Recyclable Material into Recovered Materials.

**Program Recyclable Materials.** Loose, bagged, or tied with string or twine, Kraft paper; loose, bagged, or tied with string or twine corrugated containers that have liners of Kraft, jute, or test liner including dry food boxes, beer and soda carriers, shoe boxes; Loose, bagged, or tied with string or twine old newspaper including slick paper inserts; Other recyclable paper including paperboard, chipboard, junk mail, junk mail inserts, Residential mixed paper, bagged shredded paper, high-grade paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper including continuous-formed perforated white bond or green bar paper, book paper, cotton fiber content paper, duplicator paper, form bond, manifold business forms, mimeo paper, note pad paper (no backing), loose leaf fillers, stationery, writing paper, paper envelopes without plastic windows, carbonless (NCR) paper, tabulating cards, facsimile paper, manila folders, magazines, paperback books, small catalogs, telephone books and Yellow Pages; Any #1 through #7 rigid plastic bottle, container, jug, or jar; Beverage containers, steel "tin" food cans, bi-metal containers, lids composed primarily of whole iron or steel and other Recyclable Material of a similar nature; and/or any glass bottle, container, bottle, jug, or jar.

**Recovered Materials.** Metal, paper, glass, plastic, textile, or rubber materials that have known Recycling potential, can be feasibly Recycled, and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent Processing or separation from each other, but does not include materials destined for any use that constitutes Disposal. Recovered Materials as described above are not Solid Waste.

**Recyclable Materials.** In accordance with 30 Texas Administrative Code § 330.3, defined as "A material that has been recovered or diverted from the Non-Hazardous Waste stream for purposes of reuse, Recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable material is not Solid Waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than Recycled, whereupon it will be Solid Waste with respect only to the party actually abandoning or disposing of the material."

**Recyclable Paper:** Kraft paper; corrugated containers that have liners of Kraft, jute, or test liner including dry food boxes, beer and soda carriers, shoe boxes; old newspaper including slick paper inserts; magazines; catalog; telephone books and Yellow Pages; paperback books; hard back books with covers removed; chipboard; and other mixed paper including but not limited to junk mail, junk mail inserts, Residential mixed paper, bagged shredded paper, high-grade paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper including continuous-formed perforated white bond or green bar paper, book paper, cotton fiber content

paper, duplicator paper, form bond, manifold business forms, mimeo paper, note pad paper (no backing), loose leaf fillers, stationery, writing paper, paper envelopes without plastic windows, carbonless (NCR) paper, tabulating cards, facsimile paper, manila folders, and paperback books.

**Recycling or Recycle.** In accordance with 30 Texas Administrative Code § 330.3, defined as “A process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete are collected, separated, or processed and returned to use in the form of raw materials in the production of new products. Except for mixed municipal solid waste composting, that is, composting of the typical mixed solid waste stream generated by residential, commercial, and/or institutional sources, recycling includes the composting process if the compost material is put to beneficial use.”

**Recycling Cart.** A Cart exclusively utilized for Recycling Services.

**Recycling Facility.** All contiguous land, structures, other appurtenances, and improvements on the land that is licensed and permitted, as required by all governmental bodies having jurisdiction, for Recycling of Recyclable Materials. A Recycling Facility may be publicly or privately owned and may consist of several Disposal operational units.

**Recycling Services.** Collection of Single Stream Recyclable Materials and Disposal of Recyclable Materials at a Recycling Facility for Processing.

**Refuse.** A non-putrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials, combustible Rubbish, including paper, rags, cardboard, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, and similar materials; noncombustible Rubbish, including glass, crockery, tin cans, aluminum cans, metal furniture and like materials which will not burn at ordinary incinerator temperatures (1600°F to 1800°F), but not including Construction debris.

**Resident.** A person whom resides at a Residential Unit within the City of Burnet.

**Residential Services.** Solid Waste Services, Bulky Waste Services, and Recycling Services for Residential Units.

**Residential Unit(s).** An improved property, located within the City, which is used, or capable of being used, for domestic use by a single family, including a single-family dwelling, duplex, fourplex, townhouse, apartment or condominium unit. A Residential Unit shall be deemed occupied when either water or electric services are being supplied thereto. A townhouse, fourplex, duplex, or condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single family Dwelling Units, shall be treated as a Residential Unit, except that each Dwelling Unit within any such Residential Unit shall be billed separately as a Residential Unit. Those Residential Units designated by the City Staff to be served by a Dumpster or Roll-off Compactor shall not be included in this definition and shall be a Commercial Unit.

**Roll-off.** A watertight receptacle, with a capacity of approximately ten (10) cubic yards up to approximately forty (40) cubic yards, intended to be loaded onto a motor vehicle.

**Roll-off Compactor.** A Roll-off with a Compactor.

**Rubbish.** In accordance with 30 Texas Administrative Code § 330.3, defined as “Non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, brush, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).”

**Service Provider’s Representative.** Service Provider’s employee designated in charge of Service Provider’s operations under this Agreement and who is authorized to make decisions and act on Service Provider’s behalf as set forth in this Agreement.

**Single Stream.** System in which all Program Recyclable Materials are commingled and that does not require the Generator to separate prior to Collection.

**Solid Waste.** In accordance with 30 Texas Administrative Code § 330.3, defined as “Garbage, rubbish, refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:

- A. solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26; or
- B. soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements; or
- C. waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or re-pressurizing plants and is Hazardous Waste as defined by the administrator of the United States Environmental Protection Agency under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as amended (42 United States Code, §§6901 *et seq.*).

**Solid Waste Cart.** A Cart utilized exclusively for Solid Waste Services.

**Solid Waste Services.** Collection of Solid Waste and Disposal of Solid Waste at a Disposal Site.

**Special Collection.** A service provided by the Service Provider under this Agreement for which a fee is not specifically provided for in Exhibit “A”, attached hereto as Fee Schedule.

**Special Waste.** In accordance with 30 Texas Administrative Code § 330.3, defined as “Any Solid Waste or combination of Solid Wastes that because of its quantity, concentration, physical or chemical characteristics, or biological properties requires special handling and Disposal to protect the human health or the environment. If improperly handled, transported, stored, processed, or disposed of or otherwise managed, it may pose a present or potential danger to the human health or the environment. Special wastes are:

- A. Hazardous Waste from conditionally exempt small-quantity generators that may be exempt from full controls under Chapter 335, Subchapter N of this title (relating to household materials which could be classified as Hazardous Wastes);
- B. Class 1 industrial Non-Hazardous waste;
- C. untreated medical waste;
- D. municipal wastewater treatment plant sludges, other types of domestic sewage treatment plant sludges, and water-supply treatment plant sludges;
- E. septic tank pumping;
- F. grease and grit trap wastes;
- G. wastes from commercial or industrial wastewater treatment plants; air pollution control facilities; and tanks, drums, or containers used for shipping or storing any material that has been listed as a hazardous constituent in 40 Code of Federal Regulations (CFR) Part 261, Appendix VIII but has not been listed as a commercial chemical product in 40 CFR §261.33 or (f);
- H. slaughterhouse wastes;
- I. Dead Animals over ten (10) pounds in weight, except as otherwise provided for herein;
- J. drugs, contaminated foods, or contaminated beverages, other than those contained in normal household waste;
- K. pesticide (insecticide, herbicide, fungicide, or rodenticide)

- L. discarded materials containing asbestos;
- M. incinerator ash;
- N. soil contaminated by petroleum products, crude oils, or chemicals in concentrations of greater than 1,500 milligrams per kilogram total petroleum hydrocarbons; or contaminated by constituents of concern that exceed the concentrations listed in Table 1 of §335.521(a)(1) of the Texas Administrative Code
- O. used oil;
- P. waste from oil, gas, and geothermal activities subject to regulation by the Railroad Commission of Texas when those wastes are to be processed, treated, or disposed of at a Solid Waste management facility authorized under this chapter;
- Q. waste generated outside the boundaries of Texas that contains:
  - 1) any industrial waste; or
  - 2) any waste associated with oil, gas, and geothermal exploration, production, or development activities; or
  - 3) any item listed as a Special Waste in this paragraph;
- R. lead acid storage batteries;
- S. used oil filters from internal combustion engines;

**Unit.** Residential and Commercial Units that qualify for services requested in this Agreement.

**Work.** The furnishing of all labor, materials, equipment, and other incidentals necessary for the successful completion of this Agreement and the carrying out of all duties and obligations imposed on the Service Provider by this Agreement.

## **SECTION 2. EXCLUSIVE FRANCHISE AND RELATED SERVICES**

The City hereby grants to the Service Provider an exclusive franchise for all Residential and Commercial Solid Waste, Residential Single Stream Recycling, and Bulky Waste Collections services inside the corporate City limits of the City. The exclusive franchise shall include permanent Roll-off services for Solid Waste, but shall not include temporary Solid Waste disposal services to a construction project, in accordance with Chapter 364.034(h) of the Texas Health & Safety Code, which shall be provided for under a separate non-exclusive franchise agreement.

The City hereby grants to the Service Provider a non-exclusive franchise for Commercial Single Stream Recycling inside the corporate City limits of the City.

Solid Waste Services and Recycling Services shall be provided as follows:

A. Residential Services

The Service Provider shall provide the following Residential Solid Waste and Recycling Services:

- 1) Residential Curbside Solid Waste Collection, cart only once per week pick up.
- 2) No rocks, dirt, bricks, car batteries, oil, oil filters, ashes, or Hazardous Waste will be collected in Curbside pickup.
- 3) Senior Citizen Residential Curbside Solid Waste Collection, once per week pick up for citizens age sixty-five (65) and over.
- 4) Except as otherwise provided for herein, Curbside Solid Waste Collection shall be limited to the contents of the Cart.
- 5) Service Provider shall provide for the pickup of up to an additional three (3) cubic yards, once per calendar month, of Solid Waste, Bulky Waste and Brush Bundles for each Customer. Solid Waste, Bulky Waste and/or Brush Bundles in excess of three (3) cubic yards per monthly pickup shall be billed at an additional fee as provided for in Exhibit "A".
- 6) Residential Single Stream Curbside Recycling Collection with every other week pick up.
- 7) Senior Citizen Residential Single Stream Curbside Recycling Collection with every other week pick up for Customers age sixty-five (65) and over.
- 8) Service Provider shall provide house side Collections, at no extra cost to citizens who are handicapped or disabled. Determination for citizens requesting this service shall be made between the City and Service Provider.
- 9) All Residential Units shall be required by City ordinance to be billed for Recycling Services and Solid Waste Services.
- 10) Service Provider shall supply each Residential Customer with one (1) 95-gallon Solid Waste Cart for Residential Curbside Solid Waste Collection and one (1) 95-gallon Recycling Cart for Residential Single Stream Curbside Recycling Collection. Customers who are physically unable to use the standard 95-gallon Solid Waste Cart may request a 65-gallon Cart.
- 11) Residents may obtain additional Carts for Residential Curbside Solid Waste Collection and Residential Single Stream Curbside Recycling Collection, at an additional cost as provided for in Exhibit "A".

B. Commercial Services

The Service Provider shall provide the following Commercial Solid Waste and Recycling Services:

- 1) Commercial Curbside Solid Waste Collection, one (1) to five (5) times per week pick up. Commercial Customers utilizing Carts may obtain additional 95-gallon Solid Waste Carts at an additional cost.
- 2) Optional Commercial Single Stream Curbside Recycling Collection with every other week pick up. Service Provider shall provide one (1) 95-gallon Recycling Cart for each Commercial Unit requesting such service. Commercial Customers may obtain additional 95-gallon Recycling Carts at an additional cost. This service is optional and provided upon the request of the Customer.
- 3) Optional Commercial Dumpster Recycling Rates. Service Provider shall provide one (1) eight yard dumpster for each Commercial Unit requesting such service. Commercial Customers may obtain additional eight yard recycling dumpsters at an additional cost. This service is optional and provided upon the request of the Customer. Service Provider requires a minimum of three Commercial Customers to offer this service. The City may elect to guarantee the minimum in order to provide continuity of service to its customers.
- 4) Commercial Solid Waste Collection via Dumpster, closed Roll-off or Compactor Roll-off, Collections between one (1) and five (5) days weekly.
- 5) Service Provider shall bill all Roll-off accounts for all Roll-offs collected in the City for permanent Roll-off services.
- 6) All Commercial Units shall be required by City ordinance to be billed for Solid Waste Services.

C. Municipal Services.

The Service Provider shall provide the following Solid Waste and Recycling Services to the City, at no cost to the City, unless otherwise stated:

- 1) All City facilities, shall be served with 95-gallon Carts or the appropriate sized Commercial Dumpster, as requested by the City, at no cost to the City.
- 2) Service Provider shall provide up to sixty (60) roll off boxes per year for monthly City-wide cleanups, for no additional charge. Said clean ups shall be held at a location and date designated by the City (typically the first Saturday of every month). The City shall set-up a manned and supervised citizen drop-off site that accepts Refuse, Construction or Demolition Waste, Bulky Waste, brush and other yard waste. Materials not accepted by the landfill shall not be placed in the roll off boxes. This service shall be for verified City residents only.
- 3) Dead Animal Collection.  
Service Provider shall provide a container of the City's choice for Disposal of Dead Animals, to be disposed of daily at no cost to the City.
- 4) Special Event Solid Waste and Recycling Collections.

Service Provider shall provide up to five (5) forty (40) yard Roll-Off containers, including one (1) haul each per year for City Events. The Service Provider shall provide approximately fifty (50) additional Solid Waste Carts to be kept at a location of the City's choice, for use at Special Events. Service Provider shall provide Recycling Carts upon request by the City. These Solid Waste Services and Recycling Services are provided at no cost to the City.

5) Roll-Offs.

Service Provider shall provide one (1) forty (40) yard Roll-off container to be located at the Public Works Warehouse and up to twelve (12) free pulls per contract year, at no cost to the City.

D. General Services.

The Service Provider shall provide the following services:

1) Tire Collection.

Service Provider shall provide (upon request by the City) a container located at the Public Works Warehouse, for disposal of tires and shall be billed to the City in accordance with the rate for tires as specified in Exhibit "A".

2) Special Collections.

Service Provider shall provide Special Collections for Bulky Waste and other Solid Waste Services that have been identified as such by the City and the Service Provider.

Commercial Solid Waste Collection via a Compactor Roll-off shall be considered a Special Collection.

3) Post Tenant Cleanup

Post tenant clean-up resulting in Bulky Waste or Solid Waste that exceeds the permitted volume for Residential services may be considered as Bulky Waste and shall be billed separately in accordance with the rate specified for Bulky Waste in Exhibit "A".

E. Schedules and Routes

The Service Provider shall provide Collection services to Customers on a scheduled Collections day. The Service Provider shall maintain the schedules and the routes on file with the City. Any changes to the schedule and/or routes for Residential Customers are subject to the approval of the City Manager.

F. Minimum Program Recyclable Materials

Service Provider shall, at a minimum, collect the following Program Recyclable Materials:

- 1) Recyclable Paper.
- 2) Recyclable Corrugated Cardboard.
- 3) Recyclable Plastics: #1 through #5 and #7 plastic bottles, containers, jugs and jars.
- 4) Recyclable Glass: Any glass food and beverage bottles, containers, jugs and jars with or without paper labels, rings and lids. Recyclable glass includes all colors, excludes Pyrex.
- 5) Recyclable Aluminum and Steel: Any food and beverage containers, cans, bimetal cans, or lids with or without paper labels, rings and lids, and scrap metal composed primarily of whole iron, tin, aluminum, steel, or
- 6) Other Recyclable Material of similar nature.

G. Disposal Site and Recycling Facility

Service Provider shall dispose of all Solid Waste and Bulky Waste Collected at a permitted Disposal Site. The Disposal Site shall be licensed and permitted as required by all governmental bodies having jurisdiction for disposing of Solid Waste. The charge for Disposal shall be included in the rates. Service Provider shall not be required to Collect liquid or gaseous materials not permitted by the Texas Commission on Environmental Quality (TCEQ) to be disposed of at the Disposal Site.

Service Provider shall process and market all Recyclable Materials Collected at a Recycling Facility. The Recycling Facility shall be licensed and permitted, as required by state law. The charge for Processing and Recycling shall be included in the rates.

Disposal and Recycling Facility sites may change upon written notice to the City prior to such change and upon submittal of verification that the site(s) are in compliance with this Agreement.

H. Personnel

The Service Provider shall insure that all federal and state laws pertaining to salaries, wages, employment and operating requirements are met or exceeded.

During the term of this Agreement and any extension thereof, the Service Provider shall be responsible for the actions of its agents, servants and employees while such agents,

servants and employees are acting within the scope of their employment or agency.

The Service Provider will hire and maintain qualified personnel to provide the scope of services.

The Service Provider shall ensure personnel, who normally or regularly come into direct contact with the public, bear some means of individual identification, such as uniform with name badges, name tags, or identification cards;

The Service Provider shall ensure such personnel operating Collection vehicles have a valid commercial driver's license;

All personnel shall serve the public in a courteous and helpful manner. The City may require that any personnel that is discourteous, belligerent, profane, or in any way intimidating toward Customers, or City personnel, be barred from further Work in connection with this Agreement;

The Service Provider shall not employ any personnel who are registered sex offenders when said personnel would normally or regularly come into direct contact with the public during the execution of the provisions of this Agreement;

For the term of the Agreement, the Service Provider shall maintain the following personnel:

- 1) Service Provider's Representative that is authorized to make decisions and act on its behalf shall be accessible to the City twenty-four (24) hours a day;
- 2) Operations manager qualified to be in charge of the work provided for in connection with this Agreement;
- 3) Any other personnel required to provide the scope of services;

#### I. Recordkeeping and Reporting

- 1) The Service Provider shall submit electronic reports of the required records, using software and formats approved by the City, on a monthly basis. All records shall be available to City at reasonable times and places throughout the term of this Agreement and for a period of five (5) years after last or final payment.
- 2) The Service Provider shall create, maintain, and deliver to the City the following records:
  - a) Document Solid Waste and Bulky Waste tonnage delivered to Disposal

facility;

- b) Document Recyclable Materials delivered to recyclable Processing facility;
  - c) Document Commercial Collection activity by container size and frequency of pick up;
  - d) Identify unaccepted loads by date collected, route, and facility;
  - e) Document complaints, on a daily basis, including the address, time and date for each and the reason, and resolution;
  - f) Written reports of documented complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution;
  - g) Such other documents and reports, as the City may reasonably require, to verify compliance with any Agreement or to meet the City's reporting requirements;
  - h) Other recordkeeping and reporting requirements as agreed upon by City and Service Provider.
- 3) A report accurately reflecting the value of the Service Provider's property used and useful in rendering Service Provider's service to the public and which reflects the Service Provider's expenses, receipts and profits of all kinds shall be provided annually or upon request by the City;
  - 4) Service Provider shall meet, at least quarterly, with the City Manager and/or City Staff to discuss any and all issues related to the Work provided for herein.
  - 5) Service Provider shall present to the City Council on a quarterly basis. Such presentation shall include, but not limited to, current and future service issues, quantities of Solid Waste and Recycling Collections, and public education.
  - 6) The City shall submit a daily log of Customer Requests in the same, or similar, format as provided for in Exhibit "D".

#### J. Performance Standards

Service Provider (and its drivers, employees and agents) shall adhere to the following performance standards:

- 1) Carts shall be replaced upright as close to their original location as possible, without obstructing traffic or damaging landscaping. Lids will be closed after servicing;
- 2) Dumpsters and Roll-off Compactors shall be replaced upright at the Customer's placement, without obstructing traffic or damaging landscape;
- 3) Service Provider shall not leave loose material, which during Collections may fall in the streets or property of Customers, and will Collect any loose material that is generated during the Collection operations;
- 4) Service Provider shall make all reasonable efforts to Collect waste and Refuse regardless of barriers (i.e. blocked streets) except when the safety and health of the Service Provider's employees or the public is placed in danger;
- 5) Drivers are expressly forbidden to use their emergency brake to stop a moving vehicle, except in cases of emergencies;
- 6) Service Provider shall comply with the Customer complaint resolution provisions as provided for herein;

K. Audit

The City shall have the right to examine and audit, at any time during business hours, the accounts and other records of the Service Provider. City and Service Provider shall perform an annual audit to verify service levels and billing.

**SECTION 3. TITLE TO EQUIPMENT.**

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider.

**SECTION 4. RATES AND FEES.**

Subject to adjustment, as provided in Section 5 hereof, the rates and fees to be charged and received by the Service Provider are provided for in Exhibit "A".

**SECTION 5. RATE ADJUSTMENT.**

A. Annual Rate Adjustments shall be as follows:

The fees which may be charged by the Contractor for the years of the term hereof may be adjusted upward to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, all items [TABLE 24] as published by the U.S. Department of Labor, Bureau of Labor Statistics, with a maximum allowable increase of 3% per annum. Contractor will petition the City, in writing, at least ninety (90) days prior to the anniversary date for any adjustment to the rates charged to the City as established hereunder, by submitting any such request for a rate adjustment to the City.

- B. Factors to be considered in determining whether or not a rate adjustment is justified shall be as follows:
  - 1) Changes in costs for labor, fuel, equipment, insurance, taxes, disposal fees or other operations.
  - 2) Changes in recycle participation and/or volume of recyclables collected.
- C. Contractor shall submit financial and accounting data to the City, which substantiates its request for a rate adjustment.
- D. All rate modifications shall be subject to City Council approval.

#### **SECTION 6. PROCESSING, BILLING AND FEES.**

- A. **Billing.** No later than the tenth business day of every month, Service Provider shall invoice the City for Residential Services and Commercial Services rendered in the prior month (the Monthly Invoice"). Thereafter, the City shall remit payment no later than the 25<sup>th</sup> of the month for the immediately preceding month's service. The Parties shall cooperate in a good faith manner, using Exhibit "D" for guidelines to resolve any disputed amounts within the initial ten (10) day period. Any amounts remaining disputed by the 25<sup>th</sup> of each month shall be deducted from the Monthly Invoice and resolved in a timely manner. The City shall solely be responsible for billing Residential Services and Commercial Services. Nothing herein shall prohibit the City from collecting sums from Customers in addition to those sums called for herein.
- B. **Taxes.** The City shall also be responsible for paying any and all sales, use and service taxes collected from the City's customers and/or payable in connection with the Services billed by the City.
- C. **Bad Debt; Unpaid Rates/Fees.** The City agrees that payments owing to the Service Provider pursuant to this Agreement shall be based solely on the Services rendered by

the Service Provider. The Service Provider shall not be held responsible for the collection of "bad debt" billed by and owed to City for the Services, nor shall the Service Provider be penalized for Services rendered that remain unpaid by any Residential or Commercial Unit.

- D. Billing for Special Collections and Permanent Roll-offs. Notwithstanding anything to the contrary contained herein, the Service Provider shall bill for all Special Collections and permanent Roll-offs. The Service Provider shall pay a fifteen percent (15%) franchise fee to the City based on the Service Provider's gross receipts Collected from the Service Provider's billings for providing Special Collections and permanent Roll-offs. Gross receipts shall not include; (1) local, state, or federal taxes collected by the Service Provider that have been billed to its customers and separately stated on its customer's bills, or (2) the franchise fee paid under this Agreement, or (3) revenue uncollectible from Service Provider's customers (i.e. bad debts) with billing addresses in the City that were previously included in the gross revenues.

The Service Provider shall pay to the City the franchise fees collected on a quarterly basis, in arrears, on or before the twentieth (20<sup>th</sup>) calendar day after the end of each calendar quarter. The City may act as the biller and collector for certain Special Collections, upon mutual agreement of the City and the Service Provider.

- E. Pro-Rata Billing: The initial billing for new services, or final billing for discontinued services, shall be pro-rated based on the number of days for which service was received.

## **SECTION 7. SPILLAGE AND LEAKAGE.**

Service Provider shall clean up any materials, including leakage of fluids spilled from Service Provider's vehicles.

During transport, all materials shall be contained, covered and enclosed so that spilling and leakage of materials does not occur.

Service Provider shall be responsible for the cleanup of any spillage or leakage from its vehicles. Service Provider shall perform all clean-ups of any spillage or leakage from its vehicles within two (2) hours of the spillage or leakage. Service Provider shall not leave the spill or leak from its vehicles unattended.

Service Provider will carry absorbent materials to clean up liquid and hydraulic spills or leaks on all trucks.

If a spill or leak leaves a stain on a roadway, building, or other similar surface caused by Service Provider, its vehicles or employees, the Service Provider will use all reasonable means available

to remove the stain and restore the facility to the satisfaction of the City Manager.

#### **SECTION 8. LITTER AND ODOR**

Service Provider shall clean up any litter caused by the provision of services.

Service Provider shall clean up any litter larger than three (3) inches within a ten (10) foot radius of Collection areas.

Collection equipment shall be maintained as to prevent odors. The Service Provider shall routinely clean Collection equipment, so as to maintain a standard of cleanliness.

#### **SECTION 9. SAFETY**

The Service Provider shall perform the Work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws, as they apply to its employees. Safety precautions at the site are a part of the construction technique and processes for which Service Provider shall be solely responsible. Service Provider is solely responsible for handling and use of Hazardous Materials or waste, and informing employees of any such Hazardous Materials or waste. The Service Provider shall be responsible for instructing its employees in regard to safe working habits and shall be responsible for compliance with all Occupational Safety and Health Administration regulations. Service Provider shall provide copies of all Hazardous Materials and waste data sheets to the City's Fire Department marked Attn: Fire Marshall.

#### **SECTION 10. HOURS OF OPERATION.**

Collections shall be scheduled by route for each day of the week (Monday-Friday). No Collections shall be made on Sundays unless the Service Provider is directed to do so by the City Manager. Residential Collections shall occur between 7:00 a.m. and 7:00 p.m. on the scheduled Collection day(s). No Commercial Collections will be made prior to 7:00 a.m. if such Collection is in a Residential neighborhood, unless otherwise approved by the City Staff. Service Provider shall maintain a consistent route schedule and comply with provisions related to hours of service. Service Provider shall not provide Residential Collection services one-half (1/2) hour before the beginning or one (1) hour after dismissal on a scheduled school date on streets directly adjacent to school campuses.

#### **SECTION 11. HOLIDAYS.**

Service Provider may observe New Year's Day, Thanksgiving Day and Christmas Day. Service Provider shall request any additionally proposed holidays to be observed each calendar year prior to October 1st of the prior calendar year for approval by the City Manager. The City Manager may require Service Provider to provide, or not provide, Collections on a holiday. Suspension of service for any holiday shall not relieve Service Provider of its obligation to provide Collection service in frequencies provided for in this Agreement. Should Service Provider observe a holiday, Service Provider shall, for the remainder of the calendar week, provide Collection services to Customers one day after their normal Collection day, including Saturday, as its catch-up day.

## **SECTION 12. CUSTOMER SERVICE.**

### **A. Service Inquiries.**

The City shall manage current and new Customer service requests for all Residential and Commercial Customers, excluding Roll-offs and Special Collections, or as otherwise provided for herein. The City shall notify Service Provider of any additions, deletions or modification in Solid Waste Services and Recycling Services within one (1) business day of the request by the Customer.

The Service Provider and the City agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints. The Service Provider shall be responsible for maintaining a log of complaints as provided for herein.

### **B. Customer Service Office.**

- 1) The Service Provider's customer service office is located at 8600 North IH 35 Georgetown, Texas 78626.

The Service Provider's customer service office hours of operation are Monday through Friday from 8 a.m. until 5 p.m.

### **C. Customer Complaints.**

- 1) City shall manage Customer complaints, including incoming phone calls, and emails addressing concerns, and resolving issues for Residential Solid Waste and Recycling Services, and Commercial Services billed by the City.
- 2) The Service Provider provides customer service for Special Collections and permanent Roll-off services billed by the Service Provider.
- 3) All Customer complaints about services shall be promptly forwarded to the Service

Provider and shall be given prompt and courteous attention. Service Provider shall resolve all complaints within twenty-four (24) hours of receipt of such complaint.

- 4) In the case of alleged missed Collection, the Service Provider shall make every effort to Collect the material on the same day; but it shall be Collected within one (1) business day after the complaint is received. Unless otherwise specified in this Agreement, should the Service Provider for any reason after being notified fail to make any Collections, then the City, without further notice, may cause the same to be picked up and disposed of and shall deduct or bill to the Service Provider the City's cost as well as bill or deduct the Service Provider's pro-rata charge or rate for providing the service.
- 5) Any complaint from a Customer that is not resolved to Customer's satisfaction shall be addressed by the City and the Service Provider.

### **SECTION 13. REPEATED NON-COLLECTION.**

It is specifically understood and agreed that where the owner or occupant of a Commercial or Residential Unit repeatedly fails to timely place a Container as directed in Section 2 herein, or is otherwise in violation of the City's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume or weight of Solid Waste or Recyclable Materials to be removed, the Service Provider may refrain from collecting all or a portion of such Solid Waste or Recyclable Materials and will notify the City within eight (8) hours thereafter of the reason for such non-collection.

The Service Provider will also provide written notice to the Commercial or Residential Unit of the reason for such non-collection, unless such non-collection is the result of the Commercial or Residential Unit's failure to timely place the Containers, Bulky Items or Bundles out for collection. Such written notice shall be attached to the Container or the uncollected Solid Waste or Recyclable Materials, shall indicate the nature of the violation and shall indicate the correction required in order that such Solid Waste or Recyclable Materials may be collected.

### **SECTION 14. SERVICE PROVIDER'S UNDERSTANDING AND DUTY.**

Service Provider acknowledges that this Agreement is subject to all requirements of the City of Burnet Home Rule Charter ("Charter"). The Service Provider, its employees, subcontractors, and agents shall comply with all applicable federal and state laws, the City Charter and ordinances of the City of Burnet, Texas, and all applicable rules and regulations promulgated by all local, state, and national boards, bureaus, and agencies. Service Provider shall further obtain and maintain all permits and licenses required, if any, for the performance of any services required.

Service Provider will be responsible for conducting criminal background checks and verifying employment eligibility on all employees employed in provided the Work required in this Agreement.

The failure or omission of the Service Provider to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing within the City shall in no way relieve the Service Provider from any obligations with respect to this Agreement.

The Service Provider acknowledges that Service Provider is an independent contractor of the City and is not an employee of the City.

#### **SECTION 15. COLLECTION VEHICLES AND EQUIPMENT.**

The Service Provider shall utilize Collection vehicles, Carts and Dumpsters sufficient to meet the service requirements set forth in this Agreement. Such Collection vehicles and equipment shall be substantially similar to those as provided for in Exhibit "B", attached hereto.

No third-party advertisements are allowed on trucks used for Collections. All Collection vehicles shall be equipped with back-up camera and spill kits for oil and hydraulic fluid. Vehicles shall be in good, clean appearance and operating efficiently. Service Provider shall provide sufficient number of Collection vehicles to provide service in compliance with this Agreement.

Each vehicle shall be clearly marked with the Service Provider's name, telephone number and unit number legible from one-hundred-fifty (150) feet.

#### **SECTION 16. DUE CARE.**

The Service Provider shall exercise due care and caution in providing the Services so that the City's public and private property, including streets and parking areas, will be protected and preserved.

#### **SECTION 17. PERFORMANCE STANDARDS.**

The Service Provider, its agents, servants and employees shall perform the Services in a courteous, competent and professional manner. During the term of this Agreement and any extension thereof, the Service Provider shall be responsible for the actions of its agents, servants

and employees while such agents, servants and employees are acting within the scope of their employment or agency.

## **SECTION 18. INSURANCE REQUIREMENTS.**

- 1) Insurance: Service Provider shall at all times during the Agreement maintain in full force and effect Employer's Liability, Worker's Compensation, Public Liability and Property Damage Insurance as provided for herein. All insurance shall be by insurers and for policy limits reasonably acceptable to the City and before commencement of work hereunder Service Provider agrees to furnish the City certificates of insurance satisfactory to the City to the effect that such insurance has been procured and is in force. The City shall be shown as additional insured during the initial term and any renewals. Proof of insurance shall be included in the form of Exhibit "C". The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is executed and are in force at this time. In the event of cancellation of a coverage required below affecting the certificate holder, thirty (30) days prior written notice will be given to the certificate holder and the City."

- 2) All policies shall be written on a "per occurrence" and not "claims made" basis.
- 3) For this purpose of the Agreement, the Service Provider shall carry the following types of insurance in at least the limits specified below:

### **Minimum Limits of Insurance:**

Type of Coverage	Per Occurrence Minimum	Aggregate Minimum
Workers Compensation	As required by law and shall cover all employees including drivers.	As required by law
Comprehensive And General Public Liability	\$1,000,000	\$2,000,000
Property Damage	\$1,000,000	\$2,000,000
Comprehensive Auto Liability Bodily Injury	\$1,000,000	\$2,000,000
Comprehensive Auto Liability-Property Damage	\$500,000	\$1,000,000

Umbrella Liability/ Each Occurrence		\$5,000,000.00
Excess Liability Aggregate		\$5,000,000.00

## **SECTION 19. RELEASE AND INDEMNIFICATION**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SERVICE PROVIDER HEREBY AGREES AND CONSENTS FOR ITSELF, INDIVIDUALLY, AND ON BEHALF OF THE BUSINESS ENTITY REPRESENTED, TO FULLY AND UNCONDITIONALLY RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF BURNET, TEXAS, INCLUDING ITS OFFICERS, AGENTS AND EMPLOYEES, AND TO DEFEND AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, ATTORNEY FEES, CLAIMS, SUITS, DEMANDS, LOSSES, OR LIABILITY FOR INJURIES TO REAL OR PERSONAL PROPERTY AND INJURIES TO PERSONS INCLUDING DEATH, INCLUDING SERVICE PROVIDER'S EMPLOYEES, AFFILIATES, REPRESENTATIVES, PARTNERS, AGENTS, OR THOSE WORKING ON SERVICE PROVIDER'S BEHALF, FROM ANY AND ALL OTHER COSTS, EXPENSES, ATTORNEY FEES, CLAIMS, SUITS, DEMANDS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND IN THE PERFORMANCE THEREOF, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF SERVICE PROVIDER, ITS OFFICERS, AGENTS OR EMPLOYEES, SAVE AND EXCEPT THE SOLE AND EXCLUSIVE NEGLIGENCE OF THE CITY. THIS PROVISION SHALL APPLY TO ALL IMPUTED OR ACTUAL JOINT ENTERPRISE AND JOINT VENTURE LIABILITY, IF ANY.

## **SECTION 20. SEVERABILITY.**

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

## **SECTION 21. TERMINATION.**

In the event of a failure by Service Provider to perform any material provision of this Agreement, City shall give written notice of such breach to Service Provider along with at least thirty (30) days to correct such breach (the "Cure Period"). In the event the Service Provider has not adequately corrected such breach in accordance with this Agreement, a hearing shall be held before the City Council. Upon completion of the Cure Period and the public hearing, the City may terminate this Agreement and shall notify the Service Provider in writing of such

termination action. At such time, City shall pay Service Provider only all charges and fees for the services performed on or before such termination date. Following any such termination and the final payment from the City to Service Provider, neither party shall have any further obligation under this Agreement other than for claims for personal injuries or property damage as expressly provided in this Agreement and arising prior to such termination date.

## **SECTION 22. TERM OF AGREEMENT.**

The Service Provider shall provide services for the term of the Agreement, with an initial term of five (5) years, commencing on November 1, 2021 at 12:00 AM, CST and ending on October 31, 2026. The City and the Service Provider, by written mutual agreement prior to the expiration of the Agreement, may extend the Agreement for additional terms; provided that upon the absence of written notice this Agreement shall continue on a month to month basis.

## **SECTION 23. ASSIGNMENT.**

This Agreement shall not be assignable or otherwise transferable by the Service Provider without the prior written consent of the City.

## **SECTION 24. FORCE MAJEURE.**

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

## **SECTION 25. JURISDICTION AND VENUE.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and is fully performable in Burnet, Texas, and venue for any action related to this Agreement will be Burnet County, Texas.

## **SECTION 26. WARRANTIES AND SERVICE.**

The implied warranties of merchantability and fitness for a particular purpose shall not be waived under this Agreement except as expressly authorized, in writing by the City.

#### **SECTION 27. SECURITY FOR FAITHFUL PERFORMANCE**

Prior to commencement of the Work, the Service Provider will be required to furnish a Two Hundred Thousand Dollar (\$200,000.00) performance bond as security for the faithful performance of this Agreement.

Premium for the bonds described above shall be paid by the Service Provider. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

The surety on the bond shall be a duly authorized corporate surety with a minimum A.M. Best rating of A+ and fully authorized to do business in the State of Texas.

The performance bond shall remain in place throughout the term of this Agreement.

#### **SECTION 28. INCORPORATION BY REFERENCE**

All of the exhibits attached to this Agreement or referred to herein and all documents in the nature of such exhibits, when executed, are by this reference incorporated in and made a part of this Agreement, including the following:

<b>Exhibit "A"</b>	<b>Fee Schedule</b>
<b>Exhibit "B"</b>	<b>Collection Vehicle and Equipment List</b>
<b>Exhibit "C"</b>	<b>Proof of Insurance</b>
<b>Exhibit "D"</b>	<b>Customer Request</b>

#### **SECTION 29. ATTORNEYS' FEES.**

The prevailing party in any dispute between the parties arising out of the interpretation, application or enforcement of any provision hereof shall be entitled to recover all of its reasonable attorneys' fees and costs whether suit be filed or not, including without limitation costs and attorneys' fees related to or arising out of any trial or appellate proceedings.

#### **SECTION 30. CONFLICTS BETWEEN AGREEMENT AND RFP**

This section has been intentionally deleted.

**SECTION 31. NOTICE.**

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage paid, certified mail, return receipt requested, and addressed to the respective parties at the address set forth below:

If to the City:

City of Burnet  
Attn: City Manager  
P.O. Box 1369  
Burnet, TX 78611

If to the Service Provider: Al Clawson Disposal, Inc.  
Attn: Tanya Clawson  
8600 North IH 35  
Georgetown, Texas 78626  
Mailing Address: P.O. Box 416, Jarrell, TX 76537

## SECTION 32. TRANSITION PLANS.

Service Provider shall provide such services as necessary, and shall cooperative in a good faith manner with the City's current provider, to ensure a seamless and efficient transition.

Service Provider, at the termination of this Agreement, shall provide such services, and shall cooperate in a good faith manner with any future providers, to ensure a seamless and efficient transition.

**SECTION 33. NO JOINT VENTURE CREATED.**

Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties or constitute any Party to be the agent of the other Party for any purpose.

**SECTION 34. ACCEPTANCE.**

PASSED AND APPROVED BY THE CITY OF BURNET CITY COUNCIL MEETING AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF THE STATE OF TEXAS AND ALL OTHER APPLICABLE LAWS THIS                      DAY OF                      , 2021.

AL CLAWSON DISPOSAL, INC.  
P.O. Box 416  
Jarrell, TX 76537

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

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

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

CITY OF BURNET  
P. O. Box 1369  
Burnet, TX 78611

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

Name: David Vaughn

Title: City Manager

## EXHIBIT "A"

### FEE SCHEDULE

<b>STANDARD RESIDENTIAL SOLID WASTE AND RECYCLING RATES:</b>	
One 95-gallon Solid Waste Cart and one 95-gallon Recycling Cart (Every Other Week "EOW" recycling)	19.64
Each additional 95-gallon Solid Waste Cart	3.97
Each additional 95-gallon Recycling Cart	2.05
<b>SENIOR CITIZEN SOLID WASTE AND RECYCLING RATES:</b>	
One 95-gallon Solid Waste Cart and one 95-gallon Recycling Cart (includes EOW recycling)	15.73
Each additional 95-gallon Senior Citizen Solid Waste Cart	3.38
Each additional 95-gallon Senior Citizen Recycling Cart	2.05
<b>COMMERCIAL CURBSIDE RECYCLING RATES:</b>	
Every Other Week (EOW) - One 95-gallon Cart	4.46
Additional 95 gallon Recycling Cart	2.41
<b>COMMERCIAL 8 YARD DUMPSTER RECYCLING RATES:</b>	
One Time per week	137.40
<b>COMMERCIAL SOLID WASTE COLLECTION RATES:</b>	
<b>CARTS:</b>	
Each Additional 95-gallon Commercial Cart	4.60
One Time per week - One 95 gallon Cart	18.39

Two Times per week - One 95 gallon Cart	34.04
Three Times per week - One 95 gallon Cart	51.06
Four Times per week - One 95 gallon Cart	68.09
Five Times per week - One 95 gallon Cart	85.12
One Time per week - Two 95 gallon Carts	22.99
Two Times per week - Two 95 gallon Carts	42.56
Three Times per week - Two 95 gallon Carts	63.82
Four Times per week - Two 95 gallon Carts	85.12
Five Times per week - Two 95 gallon Carts	105.36
<b>TWO YARD DUMPSTER:</b>	
One Time per week	60.79
Two Times per week	93.52
Three Times per week	133.61
Four Times per week	178.15
Five Times per week	222.68
<b>THREE YARD DUMPSTER:</b>	
One Time per week	63.41
Two Times per week	115.18
Three Times per week	164.55
Four Times per week	219.41
Five Times per week	274.27
<b>FOUR YARD DUMPSTER:</b>	

One Time per week	81.62
Two Times per week	136.20
Three Times per week	194.57
Four Times per week	259.43
Five Times per week	324.27
<b>SIX YARD DUMPSTER:</b>	
One Time per week	104.58
Two Times per week	178.78
Three Times per week	255.40
Four Times per week	324.27
Five Times per week	425.68
<b>EIGHT YARD DUMPSTER:</b>	
One Time per week	137.40
Two Times per week	221.71
Three Times per week	316.73
Four Times per week	422.30
Five Times per week	527.88
<b>TEN YARD DUMPSTER:</b>	
One Time per week	168.82
Two Times per week	259.71
Three Times per week	371.04

Four Times per week	494.71
Five Times per week	618.38
<b>DUMPSTER EXTRA LIFTS:</b>	
Two Yard Dumpster	43.95
Three Yard Dumpster	52.26
Four Yard Dumpster	60.58
Six Yard Dumpster	71.74
Eight Yard Dumpster	88.36
Ten Yard Dumpster	105.00
<b>ROLL-OFF RATES:</b>	
Delivery Fee	240.40
Daily Rental Fee	3.88
20 Yard per Haul	503.30
30 Yard per Haul	597.79
40 Yard per Haul	692.27
Double Handle Fee	68.30
Overload Fee / Per Ton	Gate Rate
<b>TIRE DISPOSAL FEE (Per Tire)</b>	6.83
<b>BRUSH/BULKY COLLECTION FEE OVER 3 CY (per yard):</b>	3.82

## **Exhibit “B”**

### **Collection Vehicle and Equipment List**

Solid Waste ACDI Truck #1151 2017 Peterbilt

Residential Recycle ACDI Truck #825 2012 Freightliner

Front Load ACDI Truck #711 2020 Mack

(List is subject to change)

## Exhibit "C"

### REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Service Provider shall comply with each and every condition contained herein. The Service Provider shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City.

### INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Service Provider shall specifically endorse applicable insurance policies as follows:

1. All insurance policies shall be endorsed to the effect that The City of Burnet will receive at least thirty (30) days written notice prior to cancellation or non-renewal of the insurance.
2. All insurance policies, which name The City of Burnet as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
3. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Burnet of any material change in the insurance coverage.
5. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
6. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
7. Service Provider may maintain deductibles in the amount of \$3,000.00.
8. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
9. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05). Coverage must be written on an occurrence form.
10. Contractual Liability must be maintained covering Service Provider's obligations contained in the Agreement. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
11. Upon request, Service Provider shall furnish The City of Burnet with certified copies of all insurance policies.
12. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Burnet within ten (10) business days after the execution of the Agreement and prior to starting any work by Service Provider's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Burnet, all required endorsements shall be sent to the City of Burnet. The certificate of insurance and endorsements shall be sent to:

**City of Burnet**

**City Manager**

**P.O. Box 1369**

**Burnet, Texas 78611**

**Emailed to:**\_\_\_\_\_

**Faxed to:**\_\_\_\_\_

## Exhibit “D”

## City of Burnet – Customer Request Changes to Waste Disposal List

[illegible]

- NEW SERVICE – (DELIVER CONTAINERS) SOLID WASTE AND TRASH
- TERMINATE – (STOP SERVICE & PICK UP CONTAINER)
- NEW CUSTOMER – (CONTAINERS ALREADY THERE-NAME CHANGE)
- MISSED TRASH
- MISSED RECYCLE



## Administration

## ITEM 4.3

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

### Agenda Item Brief

**Meeting Date:** October 26, 2021

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

**Background:**

**Information:** ACDI has requested a 3% increase under the terms of the proposed contract due to increases in landfill, recycling and other operational costs.

There have been no changes to Ordinance 2021-40 since the first reading on September 28, 2021.

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

**Recommendation:** Approve and adopt Ordinance 2021-40 as presented.

## ORDINANCE NO. 2021-40

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

**Whereas**, the City provides, or causes to be provided, solid waste disposal services to all residences and businesses within the City;

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

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

**Section. 2. Amendment.** Sections 90-51 of the Code of Ordinances of the City of Burnet shall be amended in the entirety and shall read as provided in the attached Exhibit "A".

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

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

**Section 5. Effective Date.** This ordinance shall be effective November 1, 2021.

**Section 6. Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.*

**PASSED AND APPROVED** on first reading this the 28<sup>th</sup> day of September, 2021.

**FINALLY PASSED AND APPROVED** on this the 26<sup>th</sup> day of October, 2021.

**ATTEST:**

**CITY OF BURNET, TEXAS**

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

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

## Attachment “A”

### ARTICLE III. - RATES

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

(1) The following rates shall apply:

<b>STANDARD RESIDENTIAL SOLID WASTE &amp; RECYCLING RATES:</b>	<b>MONTHLY RATE</b>
One 95-gallon Solid Waste Cart and one 95-gallon Recycling Cart (Every Other Week “EOW” recycling)	23.42
Each additional 95-gallon Solid Waste Cart	4.37
Each additional 95- gallon Recycling Cart	2.87
<b>SENIOR CITIZEN SOLID WASTE &amp; RECYCLING RATES:</b>	
One 95-gallon Solid Waste Cart and one 95-gallon Recycling Cart (includes EOW recycling)	19.54
Each additional 95-gallon Senior Citizen Solid Waste Cart	3.65
Each additional 95-gallon Senior Citizen Recycling Cart	2.30
<b>COMMERCIAL CURBSIDE RECYCLING RATES:</b>	
One 95-gallon Cart (EOW)	4.90
Additional 95-gallon Recycling Cart	3.45
<b>COMMERCIAL SOLID WASTE COLLECTION RATES:</b>	
<b>CARTS:</b>	
One Time per week - One 95 gallon Cart	23.75
Two Times per week - One 95 gallon Cart	39.51
Three Times per week - One 95 gallon Cart	56.17
Four Times per week - One 95 gallon Cart	74.89
Five Times per week - One 95 gallon Cart	93.63
One Time per week - Two 95 gallon Carts	32.27
Two Times per week - Two 95 gallon Carts	48.04
Three Times per week - Two 95 gallon Carts	70.20
Four Times per week - Two 95 gallon Carts	93.63
Five Times per week - Two 95 gallon Carts	117.03
<b>TWO YARD DUMPSTER:</b>	
One Time per week	67.59
Two Times per week	121.32

Three Times per week	173.31
Four Times per week	225.29
Five Times per week	301.60
<b>THREE YARD DUMPSTER:</b>	
One Time per week	72.80
Two Times per week	133.45
Three Times per week	190.66
Four Times per week	251.31
Five Times per week	319.86
<b>FOUR YARD DUMPSTER:</b>	
One Time per week	95.32
Two Times per week	171.57
Three Times per week	244.38
Four Times per week	307.72
Five Times per week	382.55
<b>SIX YARD DUMPSTER:</b>	
One Time per week	119.57
Two Times per week	218.31
Three Times per week	320.62
Four Times per week	412.52
Five Times per week	523.94
<b>EIGHT YARD DUMPSTER:</b>	
One Time per week	159.28
Two Times per week	290.75
Three Times per week	427.27
Four Times per week	549.45
Five Times per week	697.37
<b>TEN YARD DUMPSTER:</b>	
One Time per week	185.70
Two Times per week	285.69
Three Times per week	408.15
Four Times per week	544.18
Five Times per week	680.22
<b>DUMPSTER EXTRA LIFTS:</b>	
Two Yard Dumpster	53.55

Three Yard Dumpster	60.22
Four Yard Dumpster	66.93
Six Yard Dumpster	78.92
Eight Yard Dumpster	98.18
Ten Yard Dumpster	115.50
<b>ROLL-OFF RATES:</b>	
Delivery Fee	264.44
Daily Rental Fee	5.59
20 Yard per Haul	591.45
30 Yard per Haul	682.86
40 Yard per Haul	795.77
Double Handle Fee	104.95
Overload Fee / Per Ton	40.16
<b>BRUSH/BULKY COLLECTION FEE OVER 3 CY (per yard):</b>	5.46
<b>BRUSH/BULKY COLLECTION FEE OUTSIDE DESIGNATED COLLECTION PERIOD (per yard):</b>	5.46

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



## Administration

## ITEM 4.4

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

### Agenda Item Brief

**Meeting Date:** October 26, 2021

**Agenda Item:** Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AMENDING THE CODE OF ORDINANCES CHAPTER 1 (ENTITLED "GENERAL PROVISIONS"); SECTION 1-6 (ENTITLED GENERAL "PENALTY FOR VIOLATIONS OF THE CODE PROVIDING FOR PENALTY") BY RENAMING AND RECODIFYING THE SECTION (TO BE ENTITLED "PENALTIES AND CREDIT CARD PROCESSING FEES") AND ESTABLISHING A FEE FOR THE USE OF A CREDIT CARD FOR PAYMENT OF A FEE, FINE, PENALTY, UTILITY CHARGE, GOLF COURSE PURCHASE OR OTHER CHARGE: D. Vaughn

**Background:** The city incurs a processing fee for each utility charge, fee, fine or other charge payment made by credit card. This fiscal year it is projected that the city will expend approximately \$145,000 for such fees.

**Information:** This ordinance proposes a two percent convenience fee whenever a credit card is used to pay a utility bill or any other fees or fines. The customer can avoid convenience charges by making payment in cash, by check, electronic funds transfer, or in some cases a debit card. The convenience fee will be effective on January 1, 2022.

**Fiscal Impact:** Passage of this ordinance is anticipated to help offset at approximately 75% of the fees incurred. Staff will monitor credit card fees and offsetting charges and will report to Council if any amendments are needed.

**Recommendation:** Staff recommends approval and adoption of Ordinance No. 2021-41 as presented.

## **ORDINANCE NO. 2021-41**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AMENDING THE CODE OF ORDINANCES CHAPTER 1 (ENTITLED "GENERAL PROVISIONS"); SECTION 1-6 (ENTITLED GENERAL "PENALTY FOR VIOLATIONS OF THE CODE PROVIDING FOR PENALTY") BY RENAMING AND RECODIFYING THE SECTION (TO BE ENTITLED "PENALTIES AND CREDIT CARD PROCESSING FEES") AND ESTABLISHING A FEE FOR THE USE OF A CREDIT CARD FOR PAYMENT OF A FEE, FINE, PENALTY, UTILITY CHARGE, GOLF COURSE PURCHASE OR OTHER CHARGE; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the city incurs costs in the form of credit card surcharges when processing utility, fee, fine, or penalty payments made by credit cards; and

**WHEREAS**, Texas Local Government Code Section 132.002(b) provides the city council may authorize a municipal official who collects fees, fines, court costs, or other charges to: (i) accept payment by credit card of a fee, fine, court cost, or other charge; and (2) collect a reimbursement fee for processing the payment by credit card; and

**WHEREAS**, Texas Local Government Code Section 132.003 provides that in establishing a reimbursement fee the city council shall set the reimbursement fee in an amount that is reasonably related to the expense incurred by the municipal official in processing the payment by credit card; not to exceed five percent of the fee, fine, court cost, or other charge; and

**WHEREAS**, if, for any reason, a payment to the city by credit card is not honored by the credit card issuer, Texas Local Government Code Section 132.004 provides city council may impose a service charge, equal to the service charge fee charged for the collection of a check drawn on an account with insufficient funds; and

**WHEREAS**, city council deems it appropriate to impose the reimbursement charge and service charges authorized by Texas Local Government Code Chapter 132, to recoup the city's costs for processing payments by credit cards.

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

**Section one. Code Amendment.** The Code of Ordinances, Chapter 1 (entitled “*general provisions*”) Section 1-6 (entitled “*penalty for violations of the code providing for penalty*”) is hereby amending by renaming the Section as “Penalties and Credit Card Processing Fees”) and recodifying the existing language as new subsection (a) to read as follows:

**Sec. 1-6. Penalties and Credit Card Processing Fees.**

- (a) *General penalty for violations of Code.*
  - (1) Whenever in this Code or in any ordinance of the city an act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or wherever in such Code or ordinance the doing of an act is required or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefor, the violation of any such provision of this Code or any such ordinance shall be punished by a fine of not less than \$1.00 and not more than \$500.00 except:
    - (A) A fine or penalty for the violation of a rule, ordinance, or police regulation that governs fire safety, zoning, or public health and sanitation, other than the dumping of refuse, may not exceed \$2,000.00; and
    - (B) A fine or penalty for the violation of a rule, ordinance, or police regulation that governs the dumping of refuse may not exceed \$4,000.00.
  - (2) However, no penalty shall be greater or less than the penalty provided for the same or similar offense under the laws of the state. Each day any violation of this Code or of any ordinance shall continue shall constitute a separate offense.
  - (3) The city may bring a civil action, as necessary, to enjoin any threatened violation of this Code for the protection of public health and safety.
  - (4) Unless otherwise specifically set forth in the Code of Ordinances of the city, or in state law as adopted, allegations and evidence of culpable mental state are not required for proof of an offense for which the maximum fine is \$500.00 or less.

**Section two. Code Amendment.** The Code of Ordinances, Chapter 1 (entitled “*general provisions*”) Section 1-6 (entitled “*penalty for violations of the code providing for penalty*”) is hereby amending by renaming the Section as “Penalties and Credit Card Processing Fees”) and adding a new subsection (b) to read as follows:

*Credit Card Payment and Fees.*

- (1) *Establishment of Credit Card Processing Fee.* Whenever in this code or in any ordinance of the city a utility charge, fee, fine, penalty or other charge is established, the City may accept credit card payments for any and all utility charges, fees, fines, or penalties owed to the City; and a processing fee of **two percent (2%)** is hereby established each time a credit card is used to pay a bill for water, wastewater, electric, garbage and other utility services provided by the City; for purchase of goods or service at the municipal golf course; and all other municipal fees, fines, court costs or other charges.
- (2) *Establishment of Service Charge.* A service charge, in an amount equivalent to that charged for the collection of a check drawn on an account with insufficient funds, is hereby established to be charged if, for any reason, a payment by credit card is not honored by the credit card company on which the funds are drawn.

**Section three. 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 four. Penalty.** A violation of this ordinance is unlawful and subject to City Code of Ordinances Sec. 1-6 (entitled “general penalty”).

**Section five. 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 the more restrictive provision shall apply.

**Section six. 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 seven. Severability.** If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Ordinance would have been enacted without such invalid provision.

**Section eight. 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.

**Section nine. Publication.** The publishers of the City Code 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 ten. Notice.** It is officially found, determined, and declared that publication of notice of this Ordinance, as required by Section 3.14 of the City Charter and the laws of the State of Texas, was made by the City Secretary within the period prescribed by Section 3.14.

The remainder of this page is intentionally blank, and the signature page follows.

**Section eleven. Effective Date.** This Ordinance shall be effective as of January 1, 2022.

Passed on first reading on the 28<sup>th</sup> day of September, 2021

Passed Approved and Adopted on the 26<sup>th</sup> day of October, 2021

CITY OF BURNET

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Crista Goble Bromley, Mayor

**ATTEST:**

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Kelly Dix, City Secretary

A close-up, shallow depth-of-field photograph of a gold-colored credit card. The card is angled, showing embossed numbers and a signature strip. A solid blue rectangular overlay covers the bottom third of the image, containing white and gold text.

# CITY OF BURNET

PROPOSED CONVENIENCE FEES

## CITY OF BURNET PROPOSED CONVENIENCE FEES

- The City is proposing assessing a 2% fee on all credit card transactions in order to offset the increasing cost of credit card processing fees.

Credit Card Processing Fees					
Fiscal Year	Utility Funds	Golf Fund	General Fund	Hot/Mot Fund	Total
2021	\$ 75,238	\$ 32,351	\$ 24,093	\$ 1,560	\$ 133,242
2020	\$ 93,818	\$ 23,038	\$ 8,675	\$ 413	\$ 125,944
2019	\$ 68,265	\$ 22,025	\$ 4,237	\$ 300	\$ 94,827
2018	\$ 62,468	\$ 22,414	\$ 4,866	\$ 269	\$ 90,016
2017	\$ 51,526	\$ 19,736	\$ 2,346	NA	\$ 73,608
2016	\$ 50,076	\$ 17,855	\$ 3,389	NA	\$ 71,319

# CITY OF BURNET FEE COMPARISON

City	Credit Card Convenience Fee Charged	Utilities	Permits	Golf
Burnet County	2.3% at County Clerk office; 3% other	N/A	✓	N/A
Cedar Park	\$2.00 for phone payments only; \$0 for online and IVR	✓	✓	N/A
Fredericksburg	3%	✓	✓	N/A Mgmnt Co.
Horseshoe Bay	3%	✓	✓	N/A
Lampasas	2%	✓	✓	No fee
Leander	\$.70/per transaction plus \$1.25 incode fee	✓	No fee	N/A
Llano	2%	✓	✓	No fee
Marble Falls	\$2.65/per transaction	✓	No fee	N/A
New Braunfels	2.75%	No fee	✓	No fee

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## CITY OF BURNET PAYMENT SUMMARY 2020-2021

Transaction Type	#	%
Credit Card	20,068	57%
Cash/Check/Other	15,061	43%
Total	35,129	100%

- *Credit Card processing fees are factored into the calculation of the City's utility rates for both water and electric*
- *2008 = \$26,397 (last rate increase)*
- *2020 = \$93,818*
- *Goal is to reduce fees charged by credit card process to prevent from being factored into future rate increases*

# CITY OF BURNET

## OTHER PAYMENT OPTIONS AVAILABLE



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- *No transaction fee will be assessed on payments made by cash, check, electronic check or debit card payments made at the utility counter.*
- *Some software limitation may apply*



QUESTIONS?



## Administration

## ITEM 4.5

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

### Agenda Item Brief

**Meeting Date:**

October 26, 2021

**Agenda Item:**

Consideration and action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, ELECTING TO PARTICIPATE IN THE NATIONAL OPIOID SETTLEMENT; AUTHORIZING THE CITY MANAGER TO TAKE REASONABLY NECESSARY ACTIONS TO FACILITATE THE CITY'S PARTICIPATION; AND AUTHORIZING FUNDS RECEIVED FROM SUCH SETTLEMENT BE SPENT FOR POLICE DEPARTMENT DRUG INTERDICTION PROGRAMS: H. Erkan

**Background:**

The state of Texas, through the office of the Texas Attorney General is a participant in a national opioid litigation settlement with the pharmaceutical distributors McKesson, Cardinal Health, and AmerisourceBergen and one manufacturer, Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson. The office of the Texas Attorney General has encouraged all eligible subdivisions of the state to participate in the settlement.

**Information:**

This Resolution authorizes the City's participation in the national opioid litigation settlement; and authorizes the City Manager to execute such documents and take those actions reasonably necessary to facilitate the City's participation in the settlement. Additionally, this Resolution directs any recovery be budgeted for Police Department drug interdiction programs.

**Fiscal Impact**

The office of the Texas Attorney General estimates the City's share of the settlement payment will be \$33,345.00.

**Recommendation:**

Approve Resolution No. R2021-50 as presented.

## RESOLUTION NO. R2021-50

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, ELECTING TO PARTICIPATE IN THE NATIONAL OPIOID SETTLEMENT; AUTHORIZING THE CITY MANAGER TO TAKE REASONABLY NECESSARY ACTIONS TO FACILITATE THE CITY'S PARTICIPATION; AND AUTHORIZING FUNDS RECEIVED FROM SUCH SETTLEMENT BE SPENT FOR POLICE DEPARTMENT DRUG INTERDICTION PROGRAMS**

**Whereas**, the state of Texas, through the office of the Texas Attorney General is a participant in a national opioid litigation settlement with the pharmaceutical distributors McKesson, Cardinal Health, and AmerisourceBergen and one manufacturer, Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson; and

**Whereas**, the office of the Texas Attorney General has encouraged all eligible subdivisions of the state to participate in the settlement; and

**Whereas**, the office of the Texas Attorney General estimates the City's participation recovery award will be \$33,345.00; and

**Whereas**, City Council deems it appropriate for any recovered funds to be budgeted for use by the Police Department for drug interdiction:

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

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

**Section two. Election.** Pursuant to the recommendation of the office of the Texas Attorney General, City Council hereby elects to participate in the national opioid litigation settlement with the pharmaceutical distributors McKesson, Cardinal Health, and AmerisourceBergen and one manufacturer, Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson

**Section three. Authorization.** The City Manager is hereby authorized and directed to execute such documents and take such actions reasonably necessary to facilitate the purpose of this Resolution.

**Section four. Budget.** All funds recovered pursuant to this settlement are hereby directed to be budgeted for Police Department drug interdiction programs.

**Section five. 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.

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

**PASSED AND APPROVED** this the 26<sup>th</sup> day of October, 2021.

**CITY OF BURNET, TEXAS**

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Crista Goble Bromley, Mayor

**ATTEST:**

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Kelly Dix, City Secretary



## Development Services

### ITEM 4.6

Leslie Kimbler  
Interim Planner I  
512-715-3206  
lkimbler@cityofburnet.com

### Agenda Item Brief

**Meeting Date:** October 26, 2021

**Agenda Item:** Discuss and Consider: 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 4313 S HIGHWAY 281 (LEGAL DESCRIPTION: 52.522 ACRES INSIDE CITY, PART OF 285.179 ACRES TRACT, OUT OF THE WASHINGTON ANDERSON SURVEY NO. 10, ABS. NO. 29) WITH MEDIUM COMMERCIAL – DISTRICT “C-2” CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: L. Kimbler

**Background:** This property stretches along south highway 281 across from the entrances of Oak Vista Drive and Ranches at Delaware Creek Subdivision. This vacant property is a portion of a 285-acre tract; the request will only pertain to the 52-acres within in the city limits. Currently, the property is not serviced by any city utilities and is not located within the city’s electrical CCN.

**Information:** The applicant is seeking the requested zoning for marketing purposes and to be in line with the zoning or surrounding properties. Currently, other properties along south highway 281 are a mix of commercial zonings with the majority being either Medium Commercial – District “C-2” or Heavy Commercial – District “C-3”.

**Staff Analysis:** The Future Land Use Map (Exhibit B) designation for the area is commercial. As the property abuts a major arterial road, Medium Commercial – District “C-2” is appropriate in this area.  
Properties adjacent to the subject property are zoned as follows:

	North	South	East	West
<b>Zoning</b>	“A”	“C-1”	ETJ	“C-3/C-2/C-1”
<b>FLUM</b>	Commercial	Commercial	Residential	Commercial
<b>Land Use</b>	Vacant	Vacant	Vacant	Vacant

**Public Notification:** A Notice of Public Hearing was published in the Burnet Bulletin on September 22, 2021, and written notices were mailed to 12 surrounding property owners within 200 feet of the subject property. There have been zero responses in favor and zero responses in opposition.

**Recommendation:** Staff recommends approval of the first reading of Ordinance 2021-42 requesting to rezone the property from its present designation of Light Commercial – District “C-1” to a designation of Medium Commercial – District “C-2”.

## **ORDINANCE NO. 2021-42**

**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 4313 S HIGHWAY 281 (LEGAL DESCRIPTION: 52.522 ACRES INSIDE CITY, PART OF 285.179 ACRES TRACT, OUT OF THE WASHINGTON ANDERSON SURVEY NO. 10, ABS. NO. 29) WITH MEDIUM COMMERCIAL – DISTRICT “C-2” 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, 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 4313 S HIGHWAY 281 (LEGAL DESCRIPTION: 52.522 ACRES INSIDE CITY, PART OF 285.179 ACRES TRACT, OUT OF THE WASHINGTON ANDERSON SURVEY NO. 10, ABS. NO. 29) as shown on **Exhibit “A”** hereto.

**Section three Zoning District Reclassification.** MEDIUM COMMERCIAL – DISTRICT “C-2” 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 26th day of October 2021.

**PASSED AND APPROVED** on this the 9th day of November 2021.

**CITY OF BURNET, TEXAS**

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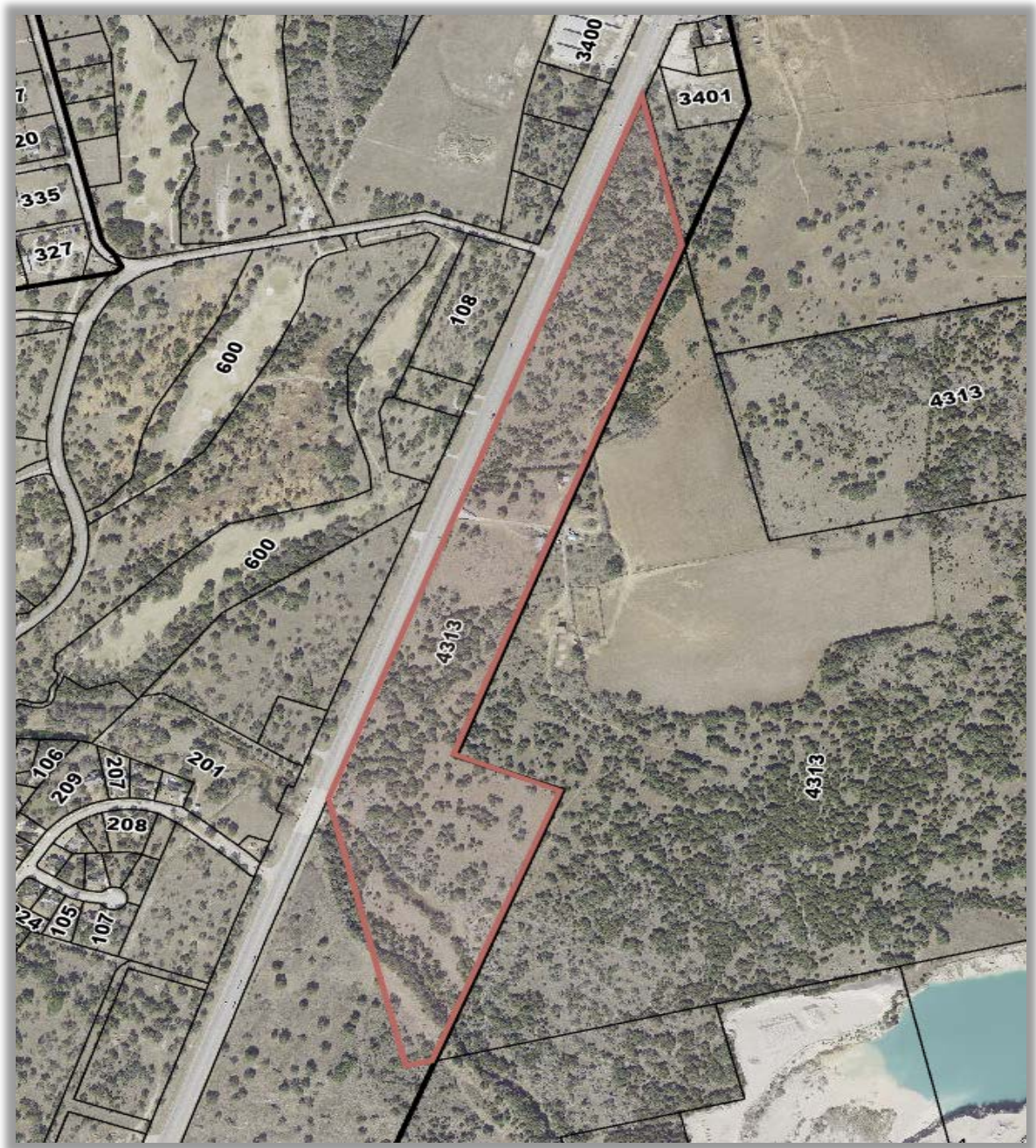
Crista Goble Bromley, Mayor

**ATTEST:**

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Kelly Dix, City Secretary

Exhibit "A"  
Location Map



# Discuss and Consider

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Discuss and Consider: 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 4313 S HIGHWAY 281 (LEGAL DESCRIPTION: 52.522 ACRES INSIDE CITY, PART OF 285.179 ACRES TRACT, OUT OF THE WASHINGTON ANDERSON SURVEY NO. 10, ABS. NO. 29) WITH MEDIUM COMMERCIAL – DISTRICT “C-2” CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

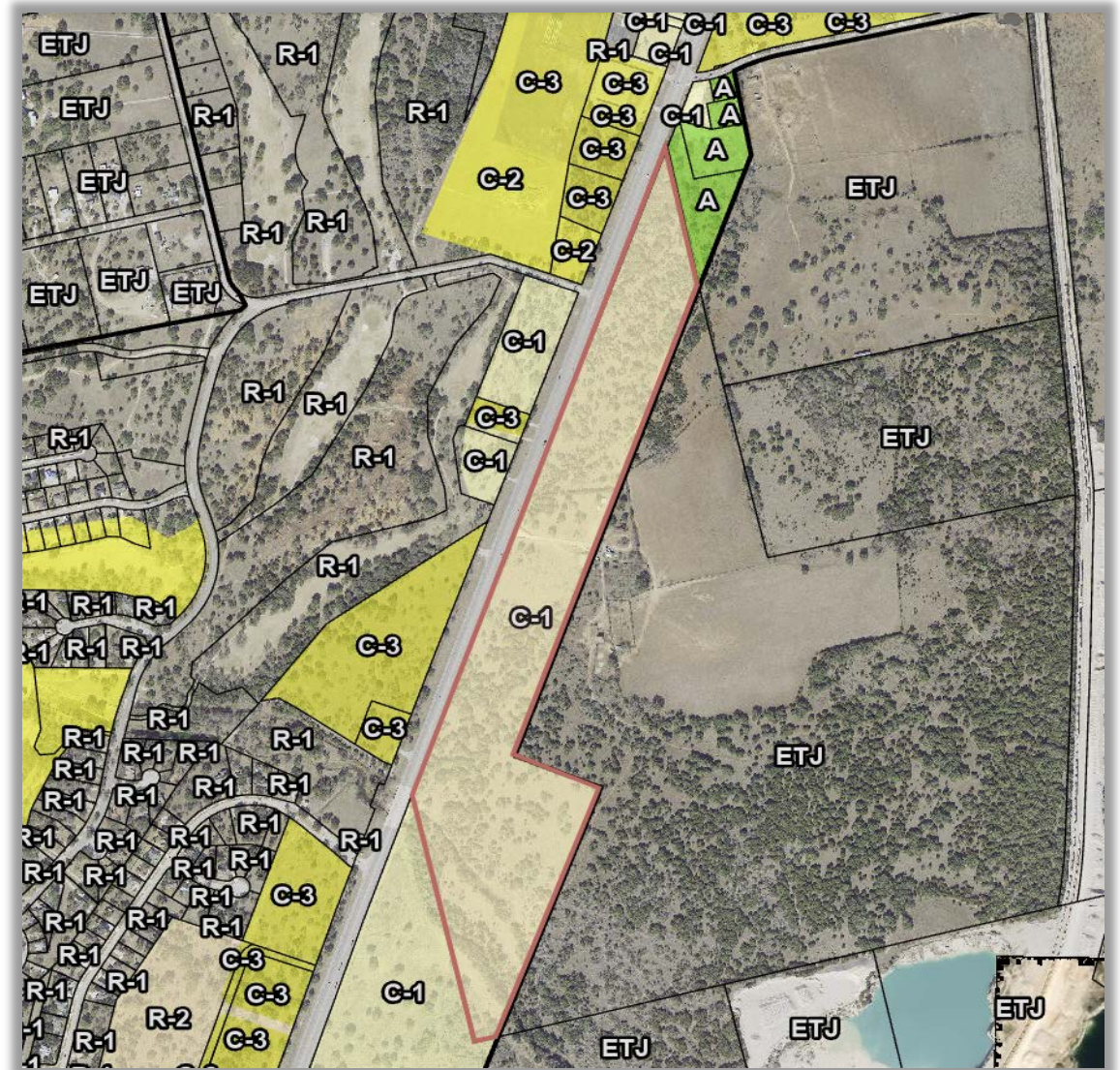
# Discuss and Consider

## Information:

- Current Zoning:  
Light Commercial – District “C-1”
- Requested Zoning:  
Medium Commercial – District “C-2”

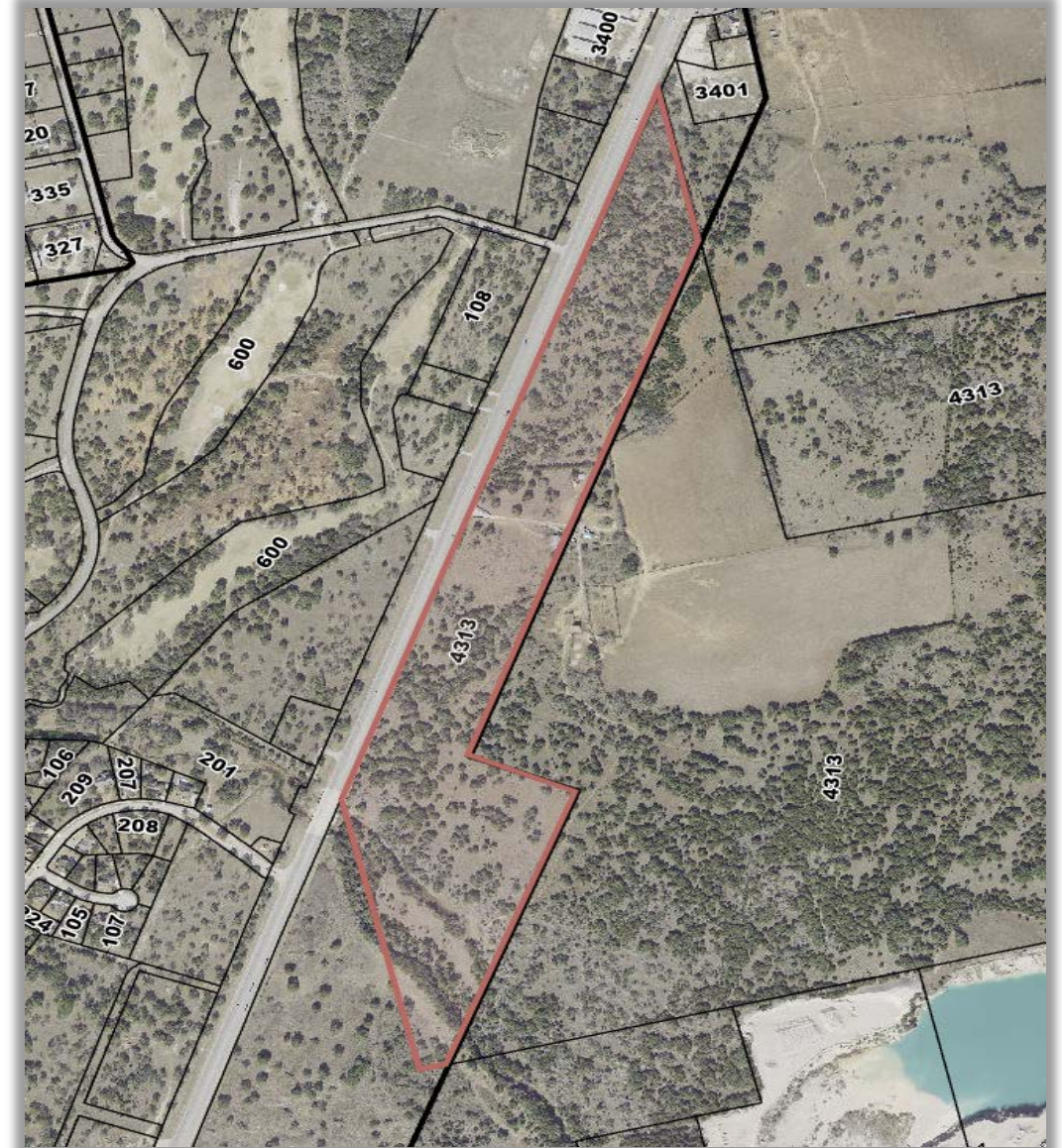
## Future Land Use Map:

The Future Land Use Map designation for the area is Commercial. The proposed Medium Commercial – District “C-2” zoning is appropriate for this area.



# Questions?

Staff recommends approval of the first reading of Ordinance 2021-42 request to rezone the property from its present designation of Light Commercial – District “C-1” to a designation of Medium Commercial – District “C-2”





## Development Services

## ITEM 4.7

Leslie Kimbler  
Interim Planner I  
512-715-3206  
lkimbler@cityofburnet.com

### Agenda Item Brief

**Meeting Date:** October 26, 2021

**Agenda Item:** Discuss and Consider: 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 810 EAST LEAGUE STREET (LEGAL DESCRIPTION: 0.151 ACRE TRACT, OUT OF THE JOHN HAMILTON SURVEY NO. 1, ABSTRACT NO.405) WITH SINGLE-FAMILY RESIDENTIAL– DISTRICT “R-1” CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE:: L. Kimbler

**Background:** This property was identified by staff as being improperly zoned. The current zoning of C-1 is incorrect.

**Information:** Staff recommends Single Family Residential- District “R-1” classification for the property. This is consistent with the FLUM and is the correct zoning for the property.

**Staff Analysis:** The Future Land Use Map (Exhibit B) designation for the area is residential. As the property is bordered by other residential areas, Single Family Residential- District “R-1” is appropriate in this area.  
Properties adjacent to the subject property are zoned as follows:

	North	South	East	West
Zoning	“A”	“C-1”	ETJ	“C-3/C-2/C-1”
FLUM	Commercial	Commercial	Residential	Commercial
Land Use	Vacant	Vacant	Vacant	Vacant

**Public Notification:** A Notice of Public Hearing was published in the Burnet Bulletin on September 22, 2021, and written notices were mailed to fourteen (14) surrounding property owners within 200 feet of the subject property. There have been zero responses in favor and zero responses in opposition.

**Recommendation:** Staff recommends approval of Ordinance 2021-43 the request to rezone the property from its present designation of Light Commercial-District “C-1” to a designation of Single Family Residential- District “R-1”.

## **ORDINANCE NO. 2021-43**

**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 810 EAST LEAGUE STREET (LEGAL DESCRIPTION: 0.151 ACRE TRACT, OUT OF THE JOHN HAMILTON SURVEY NO. 1, ABSTRACT NO.405) WITH SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” 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, 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 810 E LEAGUE STREET (LEGAL DESCRIPTION: 0.151 ACRE TRACT,

OUT OF THE JOHN HAMILTON SURVEY NO. 1, ABSTRACT NO.405) as shown on **Exhibit “A”** hereto.

**Section three Zoning District Reclassification.** SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” 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 26<sup>th</sup> day of October 2021.

**PASSED AND APPROVED** on this the 9<sup>th</sup> day of November 2021.

**CITY OF BURNET, TEXAS**

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Crista Goble Bromley, Mayor

**ATTEST:**

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Kelly Dix, City Secretary

Exhibit "A"  
Location Map



## Discuss and Consider

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Discuss and Consider: 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 810 EAST LEAGUE STREET (LEGAL DESCRIPTION: 0.151 ACRE TRACT, OUT OF THE JOHN HAMILTON SURVEY NO. 1, ABSTRACT NO.405) WITH SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

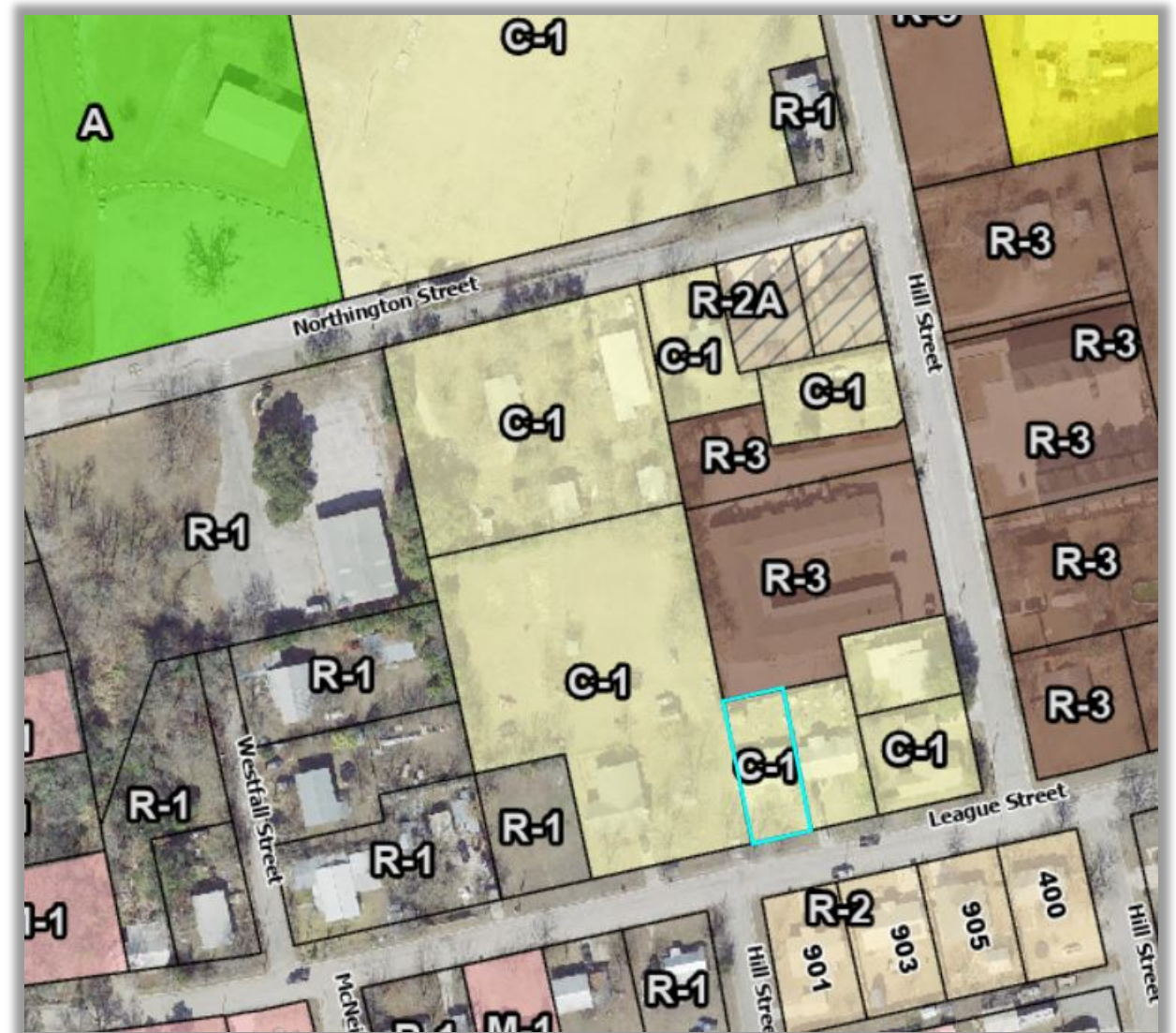
# Discuss and Consider

## Information:

- Current Zoning:  
Light Commercial – District “C-1”
- Requested Zoning:  
Single Family Residential- District “R-1”
  - ❖ Location was identified by staff as being incorrectly zoned. This zoning change was initiated by staff as well.

## Future Land Use Map:

The Future Land Use Map designation for the area is Residential. The proposed Single-Family Residential – District “R-1” zoning is appropriate for this area.



# Questions?

Staff recommends approval of the first reading of Ordinance 2021-43 requesting to rezone the property from its present designation of Light Commercial – District “C-1” to a designation of Single-Family Residential - District “R-1”





## Development Services

## ITEM 4.8

Leslie Kimbler  
Interim Planner I  
512-715-3206  
lkimbler@cityofburnet.com

### Agenda Item Brief

**Meeting Date:** October 26, 2021

**Agenda Item:** Discuss and Consider: 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 812 EAST LEAGUE STREET (LEGAL DESCRIPTION: 0.151 ACRE TRACT, OUT OF THE JOHN HAMILTON SURVEY NO. 1, ABSTRACT NO.405 AND BEING A PORTION OF BLOCK NO 8, PETER KERR DONATION) WITH SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: L Kimbler

**Background:** This property was identified by staff as being improperly zoned. The current zoning of C-1 is incorrect.

**Information:** Staff recommends Single Family Residential- District “R-1” classification for the property. This is consistent with the FLUM and is the correct zoning for the property.

**Staff Analysis:** The Future Land Use Map (Exhibit B) designation for the area is residential. As the property is bordered by other residential areas, Single Family Residential- District “R-1” is appropriate in this area.  
Properties adjacent to the subject property are zoned as follows:

	North	South	East	West
Zoning	“A”	“C-1”	ETJ	“C-3/C-2/C-1”
FLUM	Commercial	Commercial	Residential	Commercial
Land Use	Vacant	Vacant	Vacant	Vacant

**Public Notification:** A Notice of Public Hearing was published in the Burnet Bulletin on September 22, 2021, and written notices were mailed to seventeen surrounding property owners within 200 feet of the subject property. There have been zero responses in favor and zero responses in opposition.

**Recommendation:** Staff recommends approval of the first reading of Ordinance 2021-44 requesting to rezone the property from its present designation of Light Commercial-District “C-1” to a designation of Single Family Residential-District “R-1”.

## **ORDINANCE NO. 2021-44**

**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 812 EAST LEAGUE STREET (LEGAL DESCRIPTION: 0.151 ACRE TRACT, OUT OF THE JOHN HAMILTON SURVEY NO. 1, ABSTRACT NO.405 AND BEING A PORTION OF BLOCK NO 8, PETER KERR DONATION) WITH SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” 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, 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 812 E LEAGUE STREET (LEGAL DESCRIPTION: 0.151 ACRE TRACT,

OUT OF THE JOHN HAMILTON SURVEY NO. 1, ABSTRACT NO.405 AND BEING A PORTION OF BLOCK NO 8, PETER KERR DONATION) as shown on **Exhibit "A"** hereto.

**Section three Zoning District Reclassification.** SINGLE-FAMILY RESIDENTIAL – DISTRICT "R-1" 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 26<sup>th</sup> day of October 2021.

**PASSED AND APPROVED** on this the 9<sup>th</sup> day of November 2021.

**CITY OF BURNET, TEXAS**

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Crista Goble Bromley, Mayor

**ATTEST:**

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Kelly Dix, City Secretary

Exhibit "A"  
Location Map



## Discuss and Consider

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Discuss and Consider: 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 812 EAST LEAGUE STREET (LEGAL DESCRIPTION: 0.151 ACRE TRACT, OUT OF THE JOHN HAMILTON SURVEY NO. 1, ABSTRACT NO.405 AND BEING A PORTION OF BLOCK NO 8, PETER KERR DONATION) WITH SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

# Discuss and Consider

## Information:

- Current Zoning:  
Light Commercial – District “C-1”
- Requested Zoning:  
Single Family Residential- District “R-1”
  - ❖ Location was identified by staff as being incorrectly zoned. This zoning change was initiated by staff as well.

## Future Land Use Map:

The Future Land Use Map designation for the area is Residential. The proposed Single-Family Residential – District “R-1” zoning is appropriate for this area.



# Questions?

Staff recommends approval of the first reading of Ordinance 2021-44 requesting to rezone the property from its present designation of Light Commercial – District “C-1” to a designation of Single-Family Residential - District “R-1”





## Administration

## ITEM 4.9

Andrew Scott  
Electric Department  
Superintendent  
512-756-2402  
ascott@cityofburnet.com

### Agenda Item Brief

<b>Meeting Date:</b>	October 26, 2021
<b>Agenda Item:</b>	Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH IPKEY POWER PARTNERS, INC. FOR PUBLIC WORKS DATABANK HOSTING SERVICES: A. Scott
<b>Background:</b>	In 2016 the city went live with Electsolve/IPKeys to assist in the management of data from AMI metering system.
<b>Information:</b>	Council previously approved the pursuance of upgrade and hosting of the AMI metering system which triggers a reintegration between the two systems. A cost of \$9,200 which is waived with the purchase of the hosting agreement. The current annual MDM support fee of \$11,655.96 will not be changed by this agreement. Moving both systems to offsite hosting will enable us to free up or eliminate the use of that server.
<b>Fiscal Impact</b>	One time hosting set-up fee of \$5,000 and a monthly hosting fee of \$500/month for the duration of the agreement.
<b>Recommendation:</b>	Approve Resolution No. 2021-51 as presented.

**RESOLUTION NO. R2021-51**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET,  
TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN  
AGREEMENT WITH IPKEY POWER PARTNERS, INC. FOR PUBLIC  
WORKS DATABANK HOSTING SERVICES**

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

**Section one. Approval.** The attached IPKEY POWER PARTNERS, INC., TASK ORDER 2108-01 and City of Burnet Contract Rider are hereby approved.

**Section two. Authorization.** The City Manager is hereby authorized to execute the contract documents approved in section one; and, execute such other documents and take such other actions reasonably necessary to facilitate the purpose of this Resolution.

**Section three. 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.

**PASSED AND APPROVED** to be effective this the 26<sup>th</sup> day of October, 2021.

**CITY OF BURNET**

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Crista Goble Bromley, Mayor

**ATTEST:**

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Kelly Dix, City Secretary

**City of Burnet Contract Rider  
(Task Order #2108-01)**

As an essential component of the consideration enticing the City of Burnet, Texas (hereinafter "City") to enter into the hereinafter described agreement for good/services with IPKEY POWER PARTNERS, Inc., and/or any affiliated companies (hereinafter "Vendor"). Vendor covenants and agrees the terms and conditions out below shall govern all agreements with the City. The below terms are BINDING and SUPERSEDE any and all other terms and/or conditions whether oral or written.

**(1) Application.** This Governmental Rider applies to, is part of, and takes precedence over any conflicting provision in the Contract (reference as "Task Order 2108-01") attached hereto, and all Addenda or attachments to the Contract.

**(2) Payment Provisions.** The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. City reserves the right to modify any amount due to contractor presented by invoice to the city if necessary to conform the amount to the terms of the contract.

**(3) Multiyear Contracts.** If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City's budget for the fiscal year in question. The City may execute such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

**(4) Best Value Determination.** Intentionally deleted.

**(5) Local Preference.** Intentionally deleted.

**(6) No Ex-Parte Communications during Competitive Bidding Period.** Intentionally deleted.

**(7). Abandonment or Default.** Should the Vendor abandon or default the work on the contract and causes the City to purchase the services elsewhere the City may be charged for any increased cost of goods, materials and/or services related thereto and shall not be considered disqualified in any re-advertisement of the service and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.

**(8). Disclosure of Litigation.** Intentionally deleted.

**(9) Cancellation.**, the City reserves the right to cancel the contract without penalty by providing 30 days prior written notice to the contracting party. Termination under this paragraph shall not relieve the Vendor of any obligation or liability that has occurred prior to cancellation. **NOTE: This contract is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.**

**(10) Annual Vendor Performance Review.** The City reserves the right to review the Vendor's performance annually and to cancel all or part of the agreement (without penalty) or continue the contract through the next period.

**(11) Compliance with other laws and certification of eligibility to contract.** Any offer to contract with the City shall be considered an executed certification that the Vendor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the resulting agreement, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations.

**(12) Compliance with all Codes, Permitting and Licensing Requirements.** Vendor shall comply with all national, state and local standards, codes and ordinances as well as any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.

**(13) Liability and Indemnity of City.** Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

**(14) Indemnity and Independent Contractor Status of Contractor.** Vendor shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the negligent performance of the resulting agreement and/or arising out of a wrongful or negligent act or omission of the contractor, its officers, agents, and employees. It is understood and agreed that Vendor and any employee or sub-contractor of Vendor shall not be considered an employee of the City.

Vendor shall not be within protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. City specifically reserves the right to reject any and all Vendor's employees, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City, harassing, or is found to interfere with the effective and efficient operation of the City's workplace.

**(15) Liens.** Vendor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the Agreement. At the City's request Vendor or subcontractors shall provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.

**(16) Confidentiality.** Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

**(17) Tax Exemption.** The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) (and federal excise tax (Subtitle D of the Internal Revenue Code) for certain purchases). Accordingly, those taxes may not be added to any item. Texas limited sales tax exemption certificates will be furnished upon request. Vendors shall not charge for said taxes. If billed, the City will remit payment less sales tax.

**(18) Contractual Limitations Period.** Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

**(19) Sovereign Immunity.** Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the contract.

**(20) Governing Law and Venue.** Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Burnet County, Texas.

The remainder of this page intentionally blank and signature page follows.

To be effective on the latter date executed below.

**Vendor**

**IPKEY POWER PARTNERS, Inc.**



Name: David Reynolds

Title: Sr. Contracts Manager, an individual who has legal authority to bind Vendor to the terms and conditions of this Rider.

Date: 10/4/2021

Email: dreynolds@ipkeys.com

**City of Burnet**

By: \_\_\_\_\_  
David Vaughn, City Manager

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

Email: [dvaughn@cityofburnetc.com](mailto:dvaughn@cityofburnetc.com); with copies to [ascott@cityofburnetc.com](mailto:ascott@cityofburnetc.com).

## Task Order

City of Burnet, TX

Hosting Services

DATE: 8/12/2021

Task Order#: 2108-01

Expires: 11/12/21

**1.0 Background:** The City of Burnet is moving to a hosted solution of their Honeywell-Elster AMI system and would like a task order to reconfigure their ElectSolve MDM to support the hosted AMI system. The City of Burnet would like to move their on-premise ElectSolve MDM to IPKeys Hosting Services located in the Databank Hosting Facility in Dallas, TX. This Task Order is for AMI hosted reconfiguration and relocation and setup of the MDM system at Databank and a 48 month Hosting Services Agreement.

### 2.0 Scope of Work

#### 2.1 Setup Hosted Environment - Communication

- Setup Server Environment for ElectSolve MDM Application Server, Database Server
- Setup Communication from Databank to City of Burnet – City of Burnet will have access to the MDM System via secure VPN access to the hosted solution. City of Burnet is responsible for configuring their networks to support VPN access to the IPKeys hosting center. IPKeys is responsible for configuring their hosting networks to support VPN access to City of Burnet's networks.
- Setup Communication from Databank to other Utility Systems integrated with the MDM (Elster AMI, Incode CIS). – City of Burnet will serve as coordinator for integrating with the Honeywell-Elster hosted AMI system.  
***Any changes to current Honeywell - Elster Methods, Files or Web Services is not included in the Scope of this Task Order***
- IPKeys is responsible for configuring their hosting networks to support VPN access to other utility hosted systems.
- Both Parties will work together to test VPN connectivity and to ensure the security of the VPN connection (to support the VPN an internet connection of at least 50 Mbps download is required).

#### 2.2 Setup Software Instance and Data Transfer

- City of Burnet will provide the 'data seed' on existing on-premise MDM and IPKeys will transfer to the hosted system at the Databank facility.
- IPKeys will provide SQL Server License and Window OS License's

- City of Burnet and IPKeys will jointly test all connectivity between City of Burnet and the Databank facility as well as perform walk-through of system functionality and data validation.

## 2.2 Hosting Service

- Software Services are provided in Contract for Services dated 11/09/16
- Non-redundant computer server equipment hosted in IPKeys's co-location facility, Databank, in Dallas-TX,
- data backups
- DBA services –
  - 36 months of 15 minute interval data and 36 months of daily consumption register read data maintained online.
- MODM System to support up to 7,000 meters.
- Minimum 48-month service contract required.

## 3.0 Hosting Service Level Agreement

### 3.1 New Releases and Updates

IPKeys will notify Utility 30 days in advance of installing a new certified version of the Software. IPKeys will then coordinate with Utility to install the latest available versions of the Software at a suitable time. IPKeys will provide the SAT procedures to Utility and conduct the SAT remotely from IPKeys offices. Utility will provide IPKeys with SAT testing results within 15 business days of completion of the SAT.

### 3.2 Platform Software and Server Software

Prior to any upgrade/update, the Parties will determine the likely impact of a pending upgrade on Utility platforms (servers or devices) and applications. Installation date of new Release(s) will be mutually agreed between Utility and IPKeys to ensure that the timing does not adversely impact Utility.

### 3.3 Performance Requirements

IPKeys agrees that its Software will meet or exceed the service level requirements for Availability, that fall within IPKeys's Span of Control. Exceptions to Availability resulting from non-IPKeys infrastructure, hardware, Utility infrastructure and telecom providers are excluded from the Software Availability.

### 3.4 Overall Availability

IPKeys will ensure that the Software maintains an overall monthly Availability of:

Service Availability Requirement
99.00%

- This Availability requirement excludes Scheduled Downtime for approved maintenance. This Availability requirement also excludes the exceptions out of IPKeys's Span of Control listed in the Definitions section.
- Clarification on context of support: The IPKeys Software is a Data Warehouse solution. The data management and maintenance necessary to provide this Software requires that the IPKeys have certain time periods available for scheduled downtime.
- **Scheduled Downtime:** IPKeys will have the following maintenance periods. Software may be unavailable during these designated periods. Utilities will be notified at least three days in advance of scheduled maintenance activities.
- **Monthly:** 4 hours per week normal database maintenance window between the hours of 11pm and 6am M-F or between 12:01am Saturday and 6am Monday.
- **Bi-Annually:** Two 24 hour periods for normal bi-annually scheduled software and database maintenance between the hours of 1am Saturday and 6am Monday.
- **Annually:** One 48 hour period for scheduled software and database maintenance between the hours of 1am Saturday and 6am Monday.
- **Non-Scheduled Downtime:** Downtime related to Utility: hardware, telecom issues, network issues and all infrastructure related issues that are not within the IPKeys's Span of Control are not included in the calculations for the "Service Availability Requirement".

## 4.0 Support Services SLA

The following is the same SLA as currently in effect for the on-premise software.

\*\*All Hosting support uses same contact phone numbers\*\*

### **ElectSolve MODM Support Services**

IPKeys will provide MODM Tier 1, 2 and 3 software and integration support services. Support Services include the following:

- Access to MODM software interface and integration method upgrades, MODM program patches and documentation updates
- Business hour hotline support, telephone support from 8:00 AM to 5:00 PM CST. After hours support provided for Priority 1 calls.
- Application and data problem diagnosis assistance resulting from system integration issues, data management issues or other related causes.

### **Incident Management**

UTILITY and IPKeys collaboration and communication is a key to mutual success. All entities responsible for Service Availability will follow an agreed matrix for Incident communication and Incident Management.

#### Cases and Updates

IPKeys will coordinate Incident isolation, testing and repair work for IPKeys Software and all Software third-party component system errors, defects or problems that are within IPKeys's span of control which are covered under the applicable Software Maintenance and Support Agreements. IPKeys will proactively inform UTILITY when an issue or condition arises that may cause potential system anomalies and additional Cases.

#### UTILITY Notification to IPKeys

UTILITY may communicate Incidents to IPKeys by email or telephone at any time. In each case, IPKEYS will open a Case with information to assist in Incident Resolution and will assign a Case number to the Incident. IPKeys will generate a single response by email for each Case regardless of initial Incident notification method.

#### Service Ticket Portal

Utilities will be trained on Service Ticket processes and procedures after System Acceptance test. Portal access available upon request.

#### Incident Classifications

IPKeys assigns incidents/cases to a specific category based on the following matrix below:

Category	Definition
Severity 1 – Urgent	Complete Software failure, severe Software instability, or the loss or failure of any major subsystem or Software component such as to cause a significant adverse impact to Software availability, performance, or operational capability.
Severity 2 – Serious	Degradation of Software or critical functions such as to negatively impact Software operation.
Severity 3 – Minor	Any other Software defect, failure, or unexpected operation.
Severity 4 – General/Technical Help	Request for Software information, technical configuration assistance, “how to” guidance, and enhancement requests.

#### Escalation Procedure

UTILITY may elect to escalate a support Severity 2, 3 or 4 problem if and when IPKeys proposed action plan or solution to a problem is unsatisfactory, the reported severity of a problem has changed, and/or the IPKeys has not provided a response within the stated response time.

#### Business Hours Support

Support Email Address – **help@ipkeys.com**

Regular Business Hours Phone - **877-221-2055**

After Hours and Holiday Support (Severity 1 – Urgent only)

After Hours Phone – 888-407-1621

- IPKeys will provide assistance with service requests 8 hours per day, 5 days per week excluding holidays. Support shall be provided during normal working hours (8:00 am – 5:00 pm Central Time)
- The Support team shall include all key technical competencies so that any aspect of a system failure can be investigated and shall comprise experienced technical staff that is skilled in troubleshooting IPKeys delivered system.
- Each case entered by Utility shall be logged, given a unique case number, and assigned to a IPKeys support resource for investigation and analysis.
- Severity 1 problems shall be reported by telephone for rapid response; target response times are stated below.
- For severity 1 problems, the key objective shall be to restore the system to an operational state as quickly as possible, which may be achieved by a temporary workaround. Resolution of the defect shall then be completed during IPKeys standard working hours.
- Severity 2 problems shall be reported in the same manner as for 8X5 Support but shall have shorter target response times as stated below.
- The Support service goals shall be to meet these targets for greater than 95% of all incoming requests.

- Severity 3 and 4 problems shall be treated in the same manner as for 8X5 Support.
- After Hours Support is defined as incidents that occur Monday – Friday before 8am Central time or after 5pm Central Time or on Saturdays, Sundays or holidays
- After Hours Support should only be used for incidents that would be considered Severity Level 1 problems
- To report a Severity Level 1 incident after regular hours, call the IPKeys's on-call number listed above
- In the event the Utility is unable to talk to a support representative directly, the Utility should leave a detailed message and they will be contact within the allotted timeframe for a Severity Level 1 issue as outlined in section below.

#### Standard Support Target Problem Response Times

Severity	Initial Response Time (call back by Technician)	Action Response Time (work will begin)	Action
1	60 minutes (For after hours/holiday support, Utility must call after hours number to guarantee response time)	4 hours	An urgent or emergency situation requiring continuous attention from necessary support staff until system operation is restored – may be a workaround.
2	1 day	1 day	Attempt to find a solution acceptable to the Utility as quickly as practical. Resolution may be a workaround. Resolution time is dependent on reproducibility, ability to gather data, and Utility's prioritization.
3	2 days	5 days	Evaluation and action plan. Resolution may be by workaround. Resolution time is dependent on reproducibility, ability to gather data, and Utility's prioritization.
4	2 days	10 days	Statement of when problem or question is likely to be resolved.

### Contacts

The following contacts' information may be updated and republished anytime by either Party upon written notice to the other. Changes need not be maintained within this document.

UTILITY	Hours of Operation	Role	Phone/Email
		Incident Management and Maintenance Tier 1 and Tier 2 Support	

IPKeys	Hours of Operation	Role	Phone/Email
Reporting Administrator	8:00 am – 5:00 pm CT Monday – Friday U.S. Central Time, excluding up to 10 holidays ("Support Hours")	Submits Service Level Reports	

IPKeys Service Level Agreement - Product Manager Contact Information	
Attention:	Josh Newlen
Title:	Manager Product Support
Address:	4300 Youree Dr. Bldg1
City, State Zip	Shreveport, Louisiana 71105
E-mail Address:	jnewlen@ipkeys.com
Phone Number:	1-877-221-2055
Fax Number:	1-318-861-7700

### Holidays

- IPKeys Holidays
- New Year's Day
- MLK Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

## 5.0 Optional IT Services:

In the event that City of Burnet does not have the IT resources or is in need of additional resources to perform any City of Burnet responsibility noted in this Task Order or any other supplemental IT Services not associated with this Task Order, IPKeys provides Optional IT Services at a preferred rate of \$175 per hour Time and Material.

IT Services are provided to utilities as a support and staffing augmentation service. IPKeys provides trained and certified IT resources to backup, augment and assist the utility's existing IT staff members when needed. IPKeys provides services to utilities serving gas, electric and water customers throughout the U.S. IPKeys staff routinely work with and support vendors, providing CIS, SCADA, OMS, GIS, AML, MDM, MWF and many other utility specific systems at our existing utility customers.



### Information Technology Services & Support



#### Network Services

- Wide Area Network (WAN) Site-to-Site & Internet Connectivity
- Local Area Network (LAN) Design & Administration
- Virtual Private Network (VPN): Site-to-Site & Remote Access
- Wireless Networks: Design, Implementation, & Administration
- Firewall Configuration & Administration
- Network Monitoring & Diagnostic Services
- Network & Infrastructure Diagramming
- Network Resource Optimization
- Lifecycle Management



#### Hardware Services

- Server Builds & Deployment
- Server Replacements
- Server Maintenance & Management
- Desktop Deployments & Maintenance



#### Cyber Security

- Threat Diagnosis, Security Planning, & Vulnerability Mitigation
- Audit & Gap Analysis Evaluations
- Penetration Testing & Vulnerability Discovery



#### Antivirus and Threat Mitigation

- Centralized Administration
- Endpoint Protection
- Email Service Protection



#### Threat Management Gateway

- Web & Email Proxy Services
- Web & Email Content Filtering Solutions



#### Virtualization Service

- VMware & Microsoft Hyper-V Server & Client Solutions
- Storage Management



#### Backup Management

- Tape & Disk Media Backup Solutions
- High-Volume DR Backup Solutions
- Hardware & Software Management



### Microsoft and Cisco Certified Services

- Active Directory Design, Implementation & Administration
- Windows Server Systems Administration
- Domain Name System (DNS)
- Group Policy
- Dynamic Host Configuration Protocol (DHCP)
- Sites & Subdomains
- Certificate Services
- Network VLANs
- Protected Network & Critical Services Isolation
- General User, Device, & Resource Administration



#### Microsoft Exchange Email Services

- Microsoft Exchange Server Organization Planning, Deployment, Migrations, & Management



#### Microsoft Lync Server and Office Communications Server

- Planning, Deployment, Migration, & Management



#### Microsoft SharePoint Server

- Microsoft SharePoint Server System Deployment



#### Microsoft Network Policy Server/Internet Authentication Service

- Network Policy Server Network Authentication



#### Microsoft Windows Update and System Management

- Microsoft System Center Operations Manager (SCOM)
- Microsoft Windows Server Update Services (WSUS)



#### Application Support

- Microsoft Office Applications Suite
- Most Microsoft Compatible Desktop Applications



#### Cisco Voice over IP (VoIP) Solutions

**6.0 Payment:**

IPKeys shall bill City of Burnet the One Time Hosting Set-up charges to support the hosted Honeywell-Elste AML and for re-locating the ElectSolve MDM to the IPKeys Hosting Services located in the Databank Hosting Facility in Dallas, TX. at the time of Task Order signing.

Monthly support will begin when hardware is available and the VPN to Databank has been tested.

**7.0 Price:**

**One Time Hosting Set-up Fee: \$5,000**

*AMI hosted reconfiguration fee ( \$9,200) waived with the purchase of this Hosting Agreement*

**Monthly Hosting Fee: \$500/month for a 48 Month Hosting Service Agreement**

Current Annual MDM support—no change (\$11,655.96)

**Bill to Attn of:** \_\_\_\_\_ **PO #** \_\_\_\_\_

SIGNED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2021

**City of Burnet, TX**

**IPKeys Power Partners, Inc.**

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

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

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

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

Name: David Reynolds

Title: Sr. Contracts Manager



## Development Services

## ITEM 4.10

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

### Agenda Item Brief

**Meeting Date:** October 26, 2021

**Action Item 5.6:** Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, DENYING AN APPLICATION FOR A MINOR REPLAT OF LOT 1, POST MOUNTAIN SUBDIVISION: H. Erkan

**Background:** The proposed Minor Replat is intended to create Lot 1A and Lot 2A out of the current Lot 1 (Exhibit A).

This plat application was accepted on September 10, 2021.

As the application does not comply with code requirements staff presented the application to the Planning and Zoning Commission recommending the plat be denied.

Staff has attempted to contact the applicant regarding the infirmities with the application to no avail. As the statutory period for Council action will expire before the next scheduled Council meeting this application is submitted for Council's consideration with recommendation of denial.

**Information:** Texas Local Government Code 212.0065 (c) states that city staff shall not disapprove the plat and shall be required to forward such plat to the city's municipal authorities responsible for approving plats.

City of Burnet's Code of Ordinances, Sec. 98-25 (short form final plats and replats aka minor subdivision) outlines the criteria for approval of minor plats.

**Staff Analysis:** The code states for subdivisions creating no more than four new lots (minor subdivisions), the plat must not create the need for off-site improvements to the city's infrastructure. The City Engineer has determined that, to provide the newly created lot with city services, there is a need for off-site improvements.

To service Lot 2A with electric, the current owner of the lot would need to grant a utility easement across the front of both lots. Wastewater services would require the property owner to the north to grant a utility easement through their property to connect to the main sewer line.

**P&Z Report:** The Planning and Zoning Commission voted unanimously to recommend denial of the application for Minor Replat of Lot 1, Post Mountain Subdivision at its scheduled meeting on October 4, 2021; finding, that due to need to provide offsite electric and sewer improvements, this application does not comply with City Code Section 98-25.

**Recommendation:** Staff recommends approval of Resolution R2021-53 as presented.

**RESOLUTION NO. R2021-53**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET,  
TEXAS, DENYING AN APPLICATION FOR A MINOR REPLAT OF LOT  
1, POST MOUNTAIN SUBDIVISION**

**Whereas**, on September 10, 2021, an application for Minor Replat is intended to create Lot 1A and Lot 2A out of the current Lot 1 was submitted to City Staff; and

**Whereas**, the City Engineer determined the new lot created by the plat would require offsite electric and sewer improvements; and

**Whereas**, City Code, Sec. 98-25 (Short form final plats and replats) outlines the criteria for approval of minor plats; and

**Whereas**, due to the City Engineer's determination, the director placed the application on the October 6, 2021, Planning and Zoning Commission Agenda with recommendation of denial; and

**Whereas**, the Commission recommended denial of the application, finding, that due to need to provide offsite electric and sewer improvements, this application does not comply with City Code Section 98-25.

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

**Section 1. Findings.** The recitals to this Resolution are incorporated herein for all purposes.

**Section 2. Denial.** The application for Minor Replat is intended to create Lot 1A and Lot 2A out of the current Lot 1.

**Section 3. Basis for denial.** The application is denied based on the City Engineer's conclusion that, due to need to provide offsite electric and sewer improvements, this application does not comply with City Code Section 98-25.

**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.

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

**PASSED AND APPROVED** this the 26<sup>th</sup> day of October, 2021.

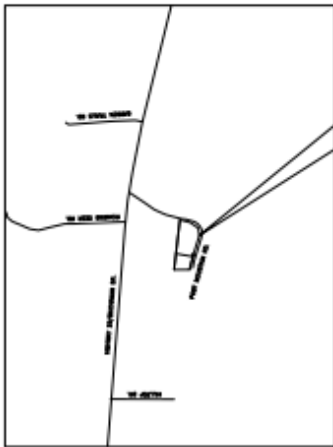
**CITY OF BURNET, TEXAS**

**ATTEST:**

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

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

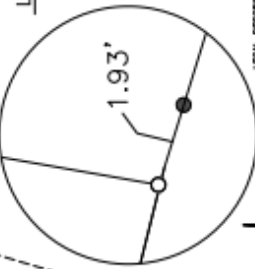
LOCATION MAP  
NOT TO SCALE



## SITE

## LEGEND / ABBREVIATIONS

- ADJACENT LINE  
 --- ORIGINAL LOT LINE  
 --- BOUNDARY LINE  
 --- EASEMENT LINE  
 --- BUILDING LINE  
 ● IRON ROD FOUND  
 ○ CAPPED IRON ROD SET  
 B.L. BUILDING LINE  
 U.E. UTILITY EASEMENT



**LEGAL DESCRIPTION**

A 0.033 ACRE TRACT SITUATED IN THE JOHN HAMILTON SURVEY, ABSTRACT 405, BURNETT COUNTY, TEXAS, BEING ALL OF LOT 1, POST MOUNTAIN SUBDIVISION, RECORDED IN DOCUMENT NO. 201250064 OF THE OFFICIAL PUBLIC RECORDS OF BURNETT COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE LINE WITH SAID WEST LINE OF POST MOUNTAIN ROAD THE FOLLOWING FIVE (5) BEGINNINGS AT A 1/2 CHAIN FROM ROAD CORNER IN THE WEST RIGHT-OF-WAY LINE OF POST MOUNTAIN ROAD (360' R.O.W.) AT THE SOUTHEAST CORNER OF A CALLED 1.18 ACRES TRACT AS SHOWN ON DOCUMENT NO. 2020084416, FOR THE NORTHEAST CORNER OF THIS TRACT;

- COURSES AND DISTANCES:  
1. S 14° 51' 51" W, A DISTANCE OF 73.37 FEET TO A FOUND HIGH ROD.  
2. S 34° 50' 45" W, A DISTANCE OF 66.33 FEET TO A FOUND HIGH ROD.  
3. S 51° 18' 48" W, A DISTANCE OF 51.05 FEET TO A FOUND HIGH ROD.  
4. N 72° 47' 12" W, A DISTANCE OF 149.53 FEET TO A FOUND HIGH ROD.  
5. N 70° 59' 09" W, A DISTANCE OF 94.29 FEET TO A FOUND HIGH ROD.  
THE SOUTHEAST CORNER OF LOT 2,25 AS SHOWN ON DOCUMENT NO. 200008416,  
FOR THE SOUTHWEST CORNER OF THIS TRACT.

THE SOUTHEAST CORNER OF LOT 2.25 AS SHOWN ON DOCUMENT NO. 202000416, FOR SOUTHWEST CORNER OF THIS TRACT;

THENCE WITH THE EAST LINE OF SAID LOT 2.25, N 00° 06' 19" W, A DISTANCE OF 105.58 FEET TO A 1/2 INCH IRON ROD FOUND.

THENCE WITH THE SOUTH LINE OF SAID 1.18 ACRE TRACT, S 83° 22' 28" E, A DISTANCE OF 343.82 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.932 ACRES OF LAND, MORE OR LESS.

POST MOUNTAIN SUBDIVISION  
0.932 ACRES

A MINOR REPEAT OF LOT 1, POST MOUNTAIN SUBDIVISION,  
PLAT NO. 1

RECORDED IN DOCUMENT NO. 201205084 OF THE  
OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS



500 NORTH LOOP 1604 EAST,  
SUITE 200  
SAN ANTONIO, TX 78232  
(214) 226-0100  
[www.landpoint.net](http://www.landpoint.net)  
TEPLS REG. NO. 10193814

[illegible]STATE OF TEXAS  
COUNTY OF DALLAS

1. DAVID WARDEN, CITY MANAGER FOR THE CITY OF BLUMET, DO HEREBY CERTIFY THAT THIS PLAT OF 1/4 ACRES BE-PLAT OF LOT 1, POST MOUNTAIN SUBDIVISION, CITY OF BLUMET, BLUMET COUNTY, TEXAS, LIES WITHIN THE CITY OF BLUMET, SAYS COMPLY WITH THE LAWS AND STATUTES OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF BLUMET, AND DO HEREBY ADVISE AND WARRANT TO BE PLAT FOR PLANS IN THE OFFICIAL PUBLIC RECORDS OF BLUMET COUNTY, TEXAS BY THE AUTHORITY GRANTED TO ME IN ORDINANCE NO. 441 EFFECTIVE MARCH 10, 2015.

APPROVED FOR RECOGNITION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

STATE OF TEXAS  
COUNTY OF BURNET

DAVID VALUCHA, CITY MANAGER, CITY OF BURNET

ATTEST \_\_\_\_\_  
L. JAMES HARRIS, CLERK

MAJOR CITY SECRETARY  
CITY OF MANASSAS, TEXAS

WITNESS MY HAND AND

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STATE OF TEXAS  
COUNTY OF BLUMEN

STONE BE A NOTARY PUBLIC IN AND FOR SMO COUNTY AND STATE OF THIS DAY PERSONALLY APPEARED JOHNNY ROSSOR & COOK ROSSOR, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS ASSIGNED TO THE FORECLOSURE INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION HEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

[illegible]

THIS ORDER IS MADE AND GIVEN BY THE COURT OF CHANCERY OF THE STATE OF NEW YORK, at the City of New York, on this 11th day of May, 1910.

CLERGY PUBLIC IN AND FOR THE STATE OF TEXAS

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# Application for Minor Replat

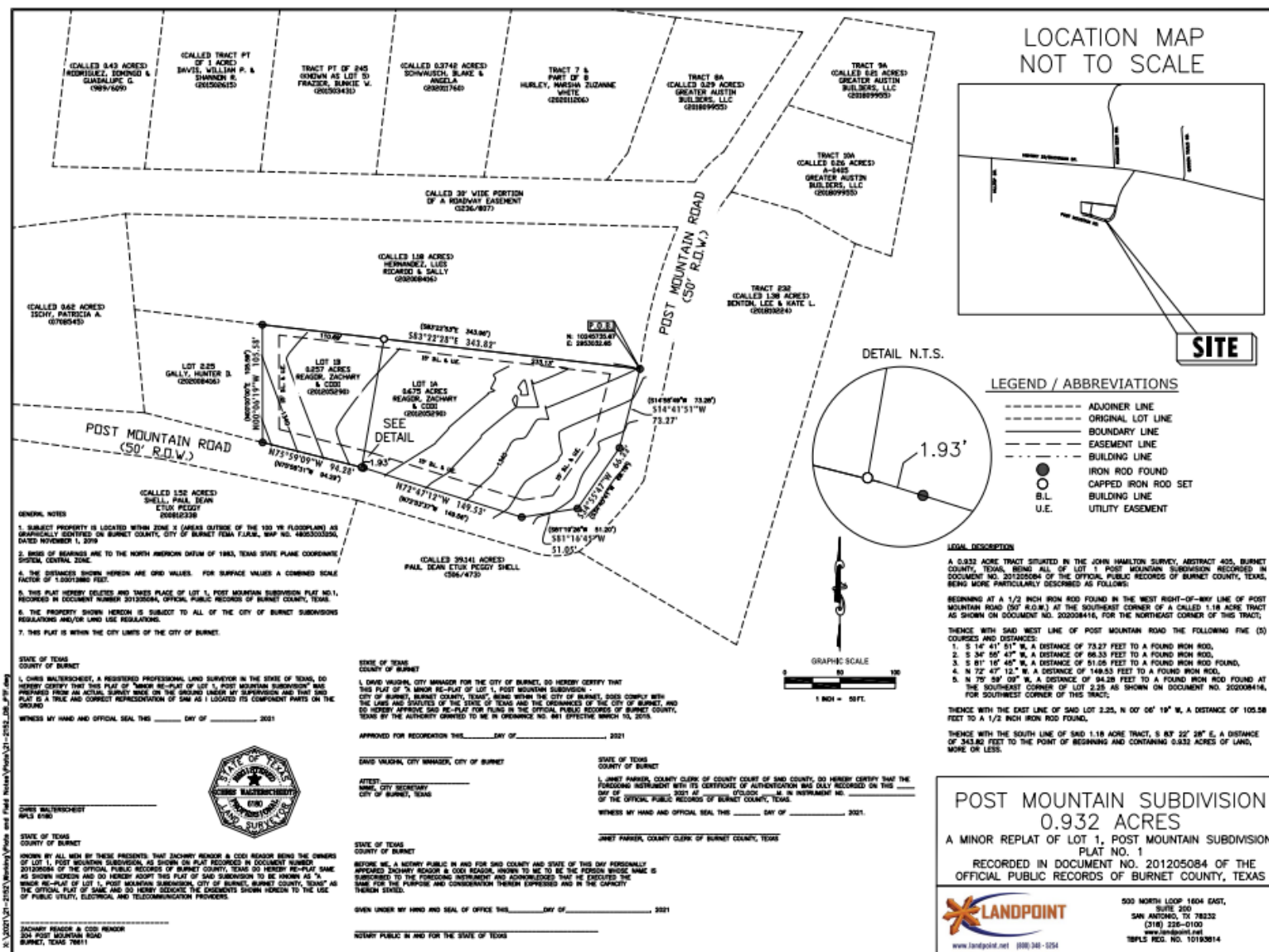
Burnet City Council Regularly Scheduled Meeting

October 26, 2021

## **Action Item:**

City Council will discuss and consider action on an application for a Minor Plat of Lot 1, Post Mountain Subdivision: H. Erkan

# Proposed Minor Plat of Lot 1, Post Mountain Subdivision



# Action Item

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## Texas Local Government Code 212.0065 (c)

City staff shall not disapprove the plat and shall be required to forward such plat to the city's municipal authorities responsible for approving plats

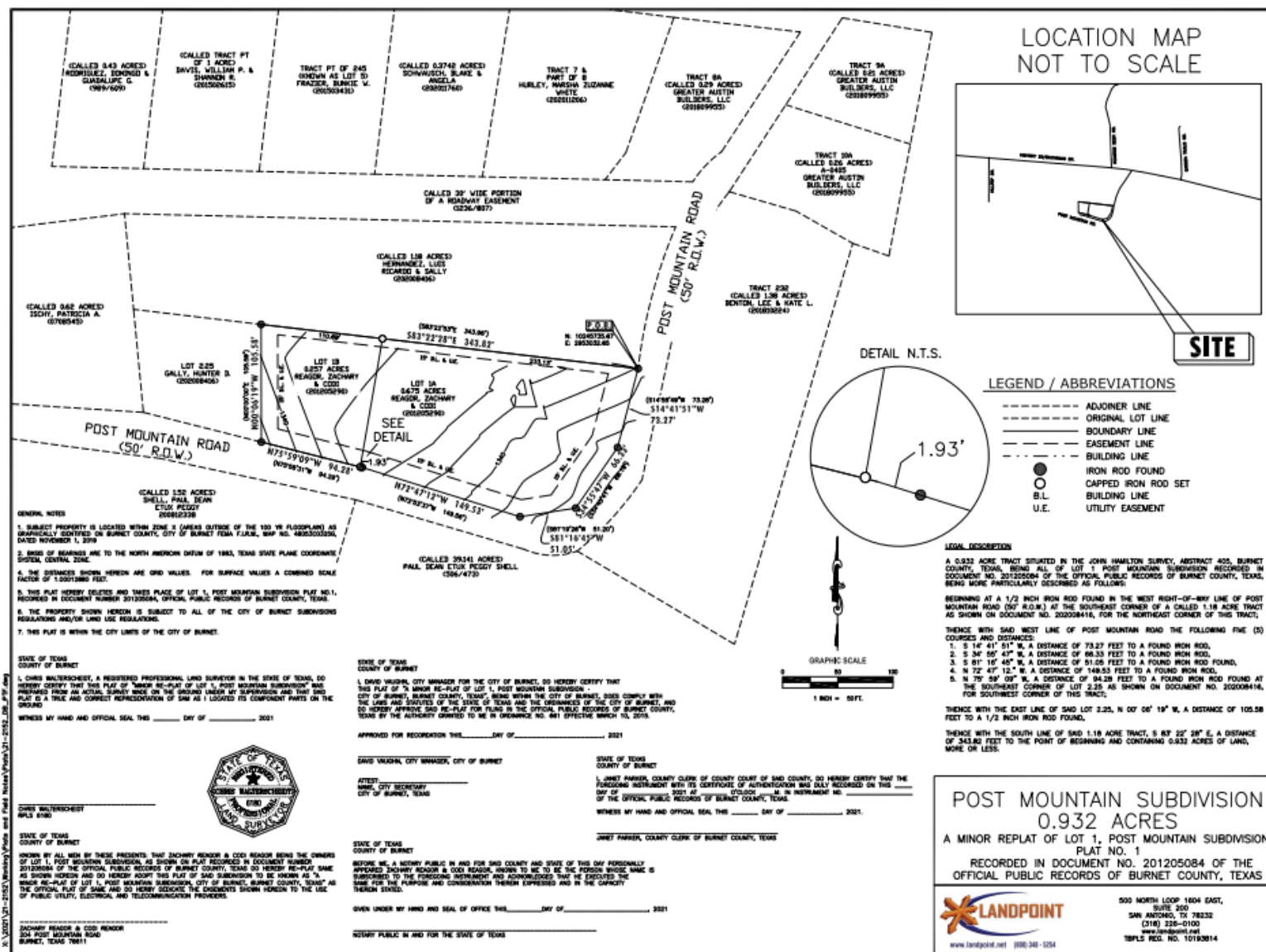
## City of Burnet's Code of Ordinances, Sec. 98-25 Short form final plats and replats (minor subdivision)

Subdivisions creating no more than four new lots, the plat must not create the need for off-site improvements to the city's infrastructure

To service Lot 2A with electric, the current owner of the lot would need to grant a utility easement across the front of both lots. Wastewater services would require the property owner to the north to grant a utility easement through their property to connect to the main sewer line.

# Action Item

Recommend denial of the Minor Plat of Lot 1, Post Mountain Subdivision due to the need of off-site improvements for a subdivision creating no more than four new lots as adopted in the City of Burnet's Code of Ordinances, Sec. 98-25.





## Police Department

### ITEM 4.11

Brian Lee  
Police Chief  
512-756-6404  
blee@cityofburnet.com

## Agenda Item Brief

**Meeting Date:** October 26, 2021

**Agenda Item:** Discuss and consider action: Authorizing approval for the Burnet Police Department to purchase cloud storage through Watchguard for police video: B. Lee

**Background:** The Police Department currently uses Watchguard to capture video of police interactions. The storage of the video is on a server within the city that must be manually deleted based on retention scheduling and incident type. This upgrade will automatically download videos to the cloud and eliminate any concerns of retention schedules or storage capacity. The improvement will limit the time officers spend in downloading and give direct access to the prosecuting authority.

**Information:** The police department already uses the system that will be used to upload video to the cloud. Connectivity between the systems will be automatic when officers are at the station limiting their need to manually download videos. Our administrative assistant is tasked with finding videos for the prosecutors, building a file, and sending it electronically. This will eliminate the need for her to locate and send videos by giving online access to the prosecuting agency.

**Fiscal Impact:** The purchase price of the new system is \$21,702.62 including data migration of our current library. Annual maintenance fees based on the number of devices is \$17,802.62.

**Recommendation:** Staff recommends approval and authorization for the Police Department to purchase Watchguard cloud storage in the amount of \$21,702.62 with an ongoing annual amount of 17,802.62.



**MOTOROLA SOLUTIONS**

**Quote For:**

**Burnet Police Department**

**Attn: Jason Davis**

**Reference:**

**Burnet PD (TX) 07-29-21 ELC UPGRADE\_DIR-TSO-4163**



**Quote By:**

**WatchGuard Video**

**Michelle Oleari**

**Date: 09-22-21**

**Serving Law Enforcement with the Most Compelling, Quality Video Products**

 <b>MOTOROLA SOLUTIONS</b>		<b>WatchGuard Video</b> <b>415 E. Exchange</b> <b>Allen, TX 75002</b> <b>(P) 800-605-6734    (F) 212-383-9661</b>			
Issued To:	Burnet Police Department - Attention: Jason Davis			Date:	09-22-21
Project Name:	Burnet PD (TX) 07-29-21 ELC UPGRADE_DIR-TSO-4163			Quote ID:	WMO-0437-04

Qty	Item #	Description
(38)	WGC01001 \$468.49 Each	Evidencelibrary.com, Software and Hosting, Unlimited Assigned, Annually per device
<b>Subtotal Price</b> (Excluding sales tax)		<b>\$17,802.62</b>

Qty	Item #	Description
(1)	WGW00122-410 \$1,500.00 Each	Quick Start Software Installation Service; Remote Install, Training, Configuration, Project Management, Consultation
<b>Subtotal Price</b> (Excluding sales tax)		<b>\$1,500.00</b>

Qty	Item #	Description
(4)	WGW00166 \$600.00 Each	<b>Data Migration and Transfer *** Requires: Migration Quote Checklist to be completed ***</b> <ul style="list-style-type: none"> <li>Data Migration between EL On Prem &amp; Cloud versions (Either direction)</li> <li>Sold on a per Terabyte basis</li> <li>Requires: Migration Quote Checklist to be completed</li> </ul>
<b>Subtotal Price</b> (Excluding sales tax)		<b>\$2,400.00</b>

#### Quote Notes:

1. This Quote is valid for 90 days from the Quote Date. Pricing may change thereafter.
2. This Quote is subject to the terms and conditions of Texas DIR Contract DIR-TSO-4163 and Motorola's Subscription Services Addendum Terms and Conditions attached to and incorporated into this Quote.
3. The pricing in this Quote does not include any applicable taxes (e.g. sales/use tax).
4. UNLESS OTHERWISE NOTED IN THIS QUOTE / ORDER, INSTALLATION OF EQUIPMENT IS NOT INCLUDED
5. If you would like to move forward with this purchase, please provide a PO or a letter of available funding.

#### Quoted by:

Michelle Oleari - Customer Engagement Representative - 469-342-8917 - michelle.oleari@motorolasolutions.com

<b>Total Price</b>	<b>\$21,702.62</b> (Excluding sales tax)
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## Subscription Services Addendum

This Subscription Services Addendum to the Communications System and Services Agreement or other previously executed and currently in force agreement, as applicable (“Primary Agreement”) is entered into between WatchGuard Video, Inc., with offices at 415 E. Exchange Pkway, Allen, TX 75002 (“**WatchGuard**”) and the entity set forth in the signature block below or in the Primary Agreement (“**Customer**”) (“**SSA**”). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the Primary Agreement.

### 1. Addendum.

1.1. Scope. This SSA governs Customer’s purchase of Subscription Services (and, if set forth in an Ordering Document, related Services) from WatchGuard and provides additional and/or different terms and conditions that govern the sale of Subscription Services. This SSA will be subject to, and governed by, the terms of the Primary Agreement. To the extent there is a conflict or inconsistency between the terms and conditions of the SSA and an associated Ordering Document, the terms and conditions of the Ordering Document will take precedence over the SSA. Additional Subscription Services-specific Addenda or other terms and conditions may apply to certain Subscription Services, where such terms are provided or presented to Customer.

1.2. Definitions. Capitalized terms used in this SSA shall have the following meanings:

1.2.1. “**Authorized Users**” shall mean Customer’s employees, full-time contractors engaged for the purpose of supporting the Subscription Services that are not competitors of WatchGuard, and the entities (if any) specified in an Ordering Document or otherwise approved by WatchGuard in writing (email from an authorized WatchGuard signatory accepted), which may include affiliates or other Customer agencies.

1.2.2. “**Customer Contact Data**” shall mean data WatchGuard collects from Customer, its Authorized Users, and their end users for business contact purposes.

1.2.3. “**Customer Data**” shall mean data, information, and content, including images, text, videos, documents, audio, telemetry and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Subscription Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or WatchGuard Data;

1.2.4. “**Customer-Provided Equipment**” shall mean certain components, including equipment and software, not provided by WatchGuard that may be required for use of the Subscription Services.

1.2.5. “**Documentation**” shall mean documentation for the Subscription Services, WatchGuard Software, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

1.2.6. “**Equipment**” shall mean hardware provided by WatchGuard.

1.2.7. “**Feedback**” shall mean comments or information, in oral or written form, given to WatchGuard by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services.

- 1.2.8. **“Fees”** shall mean fees and charges applicable to the Subscription Services and set forth in an Ordering Document.
- 1.2.9. **“WatchGuard Data”** shall mean data owned or licensed by WatchGuard;
- 1.2.10. **“Ordering Documents”** shall mean statements of work, technical specifications, and other ordering documents setting forth the Subscription Services to be purchased by Customer and provided by WatchGuard.
- 1.2.11. **“Process” or “Processing”** shall mean any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 1.2.12. **“Service Use Data”** shall mean data generated by Customer’s use of the Subscription Services or by WatchGuard’s support of the Subscription Services, including personal information, location, monitoring and recording activity, product performance and error information, activity logs and date and time of use;
- 1.2.13. **“Subscription Services”** shall mean hosted software-as-a-service provided to Customer, and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment and licensed to Customer by WatchGuard on a subscription basis.
- 1.2.14. **“Subscription Software”** shall mean software which is either preinstalled on Equipment or installed on Customer-Provided Equipment and licensed to Customer by WatchGuard on a subscription basis associated with the Subscription Services.
- 1.2.15. **“Third-Party Data”** shall mean information obtained by WatchGuard from publicly available sources or its third party content providers and made available to Customer through the Subscription Services.

## **2. Delivery of Subscription Services.**

**2.1. Delivery.** During the applicable Subscription Term (as defined below), WatchGuard will provide to Customer the Subscription Services set forth in an Ordering Document, in accordance with the terms of this SSA. WatchGuard will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer’s receipt of credentials required for access to the Subscription Services or upon WatchGuard otherwise providing access to the Subscription Services. If agreed upon in an Ordering Document, WatchGuard will also provide Services related to such Subscription Services.

**2.2. Modifications.** WatchGuard may modify the Subscription Services, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Subscription Services may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Services may be subject to additional Fees.

**2.3. User Credentials.** If applicable, WatchGuard will provide Customer with administrative user credentials for the Subscription Services, and Customer will ensure such administrative user credentials are accessed and used only by Customer’s employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and

security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Services through such user credential (including through any administrative user credentials), including any changes made to the Subscription Services or issues or user impact arising therefrom. To the extent WatchGuard provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Services through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms provided herein.

**2.4. Beta Services.** If WatchGuard makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from WatchGuard. WatchGuard will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and WatchGuard may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

**2.5. Equipment Title.** Unless Customer is purchasing equipment pursuant to the terms in the Primary Agreement and unless stated differently in this SSA or in the Ordering Documents, title to any Equipment provided to Customer in connection with the Subscription Services remains vested in WatchGuard at all times. Any sale of equipment pursuant to this SSA will be governed by the terms and conditions set forth in the Primary Agreement.

### **3. Subscription Software License, Restrictions, and Obligations.**

**3.1. Subscription Software License.** Subject to Customer’s and its Authorized Users’ compliance with this SSA, including payment terms, WatchGuard hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for Customer’s internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer’s owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Services remotely from any location. No custom development work will be performed under this Addendum.

**3.2. End User Licenses.** Notwithstanding any provision to the contrary in this SSA, certain Subscription Software is governed by a separate license, EULA, or other agreement, including terms governing third-party software, such as open source software, included in the Subscription Software. Customer will comply, and ensure its Authorized Users comply, with such additional license agreements.

**3.3. Customer Restrictions.** Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions in connection with their use of the Subscription Services. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software and Subscription Services available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or Subscription Services or any portion thereof to a human-readable form;

modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software or Subscription Services with other software; copy, reproduce, distribute, lend, or lease the Subscription Software, Subscription Services or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Services, or Documentation to be placed in the public domain; use the Subscription Software or Subscription Services to compete with WatchGuard; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software or Subscription Services to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software, Subscription Services or its related systems or networks.

**3.4. Customer-Provided Equipment.** Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit WatchGuard to access and use the applicable Customer-Provided Equipment to provide the Subscription Services under this SSA, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not WatchGuard) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify WatchGuard of any Customer-Provided Equipment damage, loss, change, or theft that may impact WatchGuard's ability to provide the Subscription Services under this SSA, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

**3.5. Non-WatchGuard Content.** In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, content, and data that is not provided by WatchGuard (collectively, "Non-WatchGuard Content") with or through the Subscription Services. If Customer accesses, uses, or integrates any Non-WatchGuard Content with the Subscription Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-WatchGuard Content in connection with the Subscription Services. Customer will also obtain the necessary rights for WatchGuard to use such Non-WatchGuard Content in connection with providing the Subscription Services, including the right for WatchGuard to access, store, and process such Non-WatchGuard Content, and to otherwise enable interoperation with the Subscription Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-WatchGuard Content with the Subscription Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-WatchGuard Content. If any Non-WatchGuard Content require access to Customer Data (as defined below), Customer hereby authorizes WatchGuard to allow the provider of such Non-WatchGuard Content to access Customer Data, in connection with the interoperation of such Non-WatchGuard Content with the Subscription Services. Customer acknowledges and agrees that WatchGuard is not responsible for, and makes no representations or warranties with respect to, the Non-WatchGuard Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-WatchGuard Content or failure to properly interoperate with the Subscription Services). If Customer receives notice that any Non-WatchGuard Content must be removed, modified, or disabled within the Subscription Services, Customer will promptly do so. WatchGuard will have the right to disable or remove Non-WatchGuard Content if WatchGuard believes a violation of law, third-party rights, or WatchGuard's policies is likely to occur, or if such Non-WatchGuard Content poses or may pose a security or other risk or adverse impact to the Subscription Services, WatchGuard, WatchGuard's systems, or any third party (including other WatchGuard customers). Nothing in this Section will limit the exclusions set forth in Section 14.3 – Intellectual Property Infringement of the Primary Agreement.

#### 4. Term.

**4.1. Subscription Terms.** The duration of Customer's subscription to the Subscription Services and any associated recurring Services ordered under this SSA (or the first Subscription Services or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Services (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the "**Initial Subscription Period**"). Following the Initial Subscription Period, Customer's subscription to the Subscription Services and any recurring Services will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) WatchGuard may increase Fees prior to any Renewal Subscription Year. In such case, WatchGuard will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional or subsequent Subscription Services or recurring Services under this SSA during an in-process Subscription Term, the subscription for each such additional or subsequent Subscription Services or recurring Service will (a) commence upon delivery of such Subscription Services or recurring Service, and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Services and recurring Services hereunder will be synchronized.

**4.2. Term.** The term of this SSA (the "**SSA Term**") will commence upon either (a) the Effective Date of the Primary Agreement, if this SSA is attached to the Primary Agreement as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the Primary Agreement Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Primary Agreement is earlier terminated in accordance with the terms of the Primary Agreement.

**4.3. Termination.** Notwithstanding the termination provisions of the Primary Agreement, WatchGuard may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Services or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SSA, or any other provision related to Subscription Services terms of service, Subscription Software license scope, or other terms set forth in an Addendum or Ordering Document, or (b) it determines that Customer's use of the Subscription Services poses, or may pose, a security or other risk or adverse impact to any Subscription Services, WatchGuard, WatchGuard's systems, or any third party (including other WatchGuard customers). Customer acknowledges that WatchGuard made a considerable investment of resources in the development, marketing, and distribution of the Subscription Services and Documentation, and that Customer's breach of this SSA will result in irreparable harm to WatchGuard for which monetary damages would be inadequate. If Customer breaches this SSA, in addition to termination, WatchGuard will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

**4.4. Return of Discount.** If Customer is afforded a discount in exchange for a term commitment longer than one-year, early termination by Customer will result in an early termination fee, representing a return of the discount off of list price.

**4.5. Cancellation Fee.** If a minimum Initial Subscription Period applies and Customer terminates prior to the end of the minimum Initial Subscription Period, Customer will be required to pay a cancellation fee of up to fifty percent (50%) of the remaining balance of subscription fees for the minimum Initial Subscription Period.

**4.6. No Refund.** If a subscription is terminated for any reason prior to the end of the Subscription Term, other subscription period set forth in the Ordering Documents, or otherwise agreed to in writing by the Parties, no refund or credit will be provided.

**4.7. Suspension of Services.** WatchGuard may terminate or suspend any Subscription Services or Services under an Ordering Document if WatchGuard determines: (a) the related Subscription Software license has expired or has terminated for any reason; (b) the applicable Subscription Services is being used on a hardware platform, operating system, or version not approved by WatchGuard; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays WatchGuard's ability to perform.

**4.8. Wind Down of Subscription Services.** In addition to the termination rights in the Primary Agreement, WatchGuard may terminate any Ordering Document and Subscription Term, in whole or in part, in the event WatchGuard plans to cease offering the applicable Subscription Services or Services to customers.

**4.9. Effect of Termination or Expiration.** Upon termination for any reason or expiration of the Primary Agreement, this SSA, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at WatchGuard's option) all WatchGuard Materials and WatchGuard's Confidential Information in their possession or control and, as applicable, provide proof of such destruction. If Customer has any outstanding payment obligations under this SSA, WatchGuard may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay WatchGuard for Subscription Services already delivered. Customer has a duty to mitigate any damages under this SSA, including in the event of default by WatchGuard and Customer's termination of this SSA.

## **5. Payment.**

**5.1. Payment.** Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the Primary Agreement), Customer will prepay an annual subscription Fee set forth in an Ordering Document for each Subscription Services and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Services and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. WatchGuard will have the right to suspend the Subscription Services and any recurring Services if Customer fails to make any payments when due.

**5.2. No Price Guarantee.** Notwithstanding any language to the contrary, the pricing and Fees associated with this SSA will not be subject to any most favored pricing commitment or other similar low price guarantees.

**5.3. Taxes.** The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "Taxes"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If WatchGuard is required to pay any Taxes, Customer will reimburse WatchGuard for such Taxes (including any interest and penalties) within thirty (30) days after

Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Subscription Services for personal property tax purposes, and WatchGuard will be solely responsible for reporting taxes on its income and net worth.

**5.4. Invoicing.** WatchGuard will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. WatchGuard may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for the Subscription Services.

**5.5. License True-Up.** WatchGuard will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Services during a Subscription Term, and Customer will cooperate with such audit. If WatchGuard determines that Customer's usage of the Subscription Services during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, WatchGuard may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Primary Agreement.

## **6. Liability.**

**6.1. ADDITIONAL EXCLUSIONS.** THE SUBSCRIPTION SERVICES ARE PROVIDED "AS-IS". IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE PRIMARY AGREEMENT, AND NOTWITHSTANDING ANY PROVISION OF PRIMARY AGREEMENT TO THE CONTRARY, WATCHGUARD WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; (E) BETA SERVICES; (F) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO WATCHGUARD, OR ANY OTHER DATA AVAILABLE THROUGH THE SUBSCRIPTION SERVICES; (G) CUSTOMER-PROVIDED EQUIPMENT, NON-WATCHGUARD CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF SUBSCRIPTION SERVICES WITH ANY OF THE FOREGOING; (H) LOSS OF DATA OR HACKING; (I) MODIFICATION OF SUBSCRIPTION SERVICES BY ANY PERSON OTHER THAN WATCHGUARD; (J) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE SUBSCRIPTION SERVICES; (K) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (L) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS SSA OR MISUSE OF THE SUBSCRIPTION SERVICES.

**6.2. Voluntary Remedies.** WatchGuard is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the Primary Agreement or **Section 6.1 – Additional Exclusions** above, but if WatchGuard agrees to provide Services to help resolve such issues, Customer will reimburse WatchGuard for its reasonable time and expenses, including by paying WatchGuard any Fees set forth in an Ordering Document for such Services, if applicable.

## **7. Proprietary Rights; Data; Feedback.**

**7.1. WatchGuard Materials.** Customer acknowledges that WatchGuard may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which WatchGuard has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by WatchGuard or another party) (collectively, “WatchGuard Materials”). The Subscription Services, WatchGuard Data, Third-Party Data, and Documentation, are considered WatchGuard Materials. Except when WatchGuard has expressly transferred title or other interest to Customer by way of an Ordering Document or under the Primary Agreement, the WatchGuard Materials are the property of WatchGuard or its licensors, and WatchGuard or its licensors retain all right, title and interest in and to the WatchGuard Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this SSA does not grant to Customer any shared development rights in or to any WatchGuard Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by WatchGuard to effectuate the foregoing. WatchGuard and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Subscription Services or other WatchGuard Materials, or permit any third party to do so.

**7.2. Ownership of Customer Data.** Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. WatchGuard acquires no rights to Customer Data except those rights granted under this SSA including the right to Process and use the Customer Data as set forth in Section 7.3 – Processing Customer Data below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and WatchGuard is the processor, and may engage sub-processors pursuant to Section 7.3.3 – Sub-processors.

**7.3. Processing Customer Data.**

**7.3.1. WatchGuard Use of Customer Data.** To the extent permitted by law, Customer grants WatchGuard and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by WatchGuard) to (a) perform Services and provide Subscription Services under this SSA, (b) analyze the Customer Data to operate, maintain, manage, and improve WatchGuard products and services, and (c) create new products and services. Customer agrees that this SSA, along with the Documentation, are Customer’s complete and final documented instructions to WatchGuard for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to WatchGuard that Customer’s instructions, including appointment of WatchGuard as a processor or sub-processor, have been authorized by the relevant controller.

**7.3.2. Collection, Creation, Use of Customer Data.** Customer further represents and warrants that the Customer Data, Customer’s collection, creation, and use of the Customer Data (including in connection with the Subscription Services), and WatchGuard’s use of such Customer Data in accordance with this SSA, will not violate any laws or applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). Customer also

represents and warrants that the Customer Data will be accurate and complete, and that Customer has obtained all required consents, provided all necessary notices, and met any other applicable legal requirements with respect to collection and use (including WatchGuard's and its subcontractors' use) of the Customer Data as described in this SSA.

7.3.3. Sub-processors. Customer agrees that WatchGuard may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this SSA. When engaging sub-processors, WatchGuard will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

7.4. Data Retention and Deletion. Except for anonymized Customer Data, as described above, or as otherwise provided under this SSA, WatchGuard will delete all Customer Data following termination or expiration of this SSA, the applicable Addendum, or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to WatchGuard in writing before expiration or termination, subject to Section 17.7 – Notices of the Primary Agreement. WatchGuard will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from WatchGuard through a mutually executed Ordering Document.

7.5. Service Use Data. Customer understands and agrees that WatchGuard may collect and use Service Use Data for its own purposes, including the uses described below. WatchGuard may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of WatchGuard's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to WatchGuard that it has complied and will continue to comply with this Section.

7.6. Third-Party Data and WatchGuard Data. WatchGuard Data and Third-Party Data may be available to Customer through the Subscription Services. Customer and its Authorized Users may use WatchGuard Data and Third-Party Data as permitted by WatchGuard and the applicable Third-Party Data provider, as described in an Ordering Document or Subscription Services-specific Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the WatchGuard Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to WatchGuard Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this SSA. Further, WatchGuard or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to WatchGuard Data or Third-Party Data if WatchGuard or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates this SSA, applicable law or WatchGuard's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any WatchGuard Data or Third-Party Data, Customer and

all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to WatchGuard. Notwithstanding any provision of this SSA to the contrary, WatchGuard will have no liability for Third-Party Data or WatchGuard Data available through the Subscription Services. WatchGuard and its Third-Party Data providers reserve all rights in and to WatchGuard Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

**7.7. Feedback.** Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for WatchGuard, even if designated as confidential by Customer. WatchGuard may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant WatchGuard the foregoing rights.

**7.8. Improvements; Products and Services.** The Parties agree that, notwithstanding any provision of this SSA or Primary Agreement to the contrary, all fixes, modifications and improvements to the Subscription Services conceived of or made by or on behalf of WatchGuard that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of WatchGuard and all right, title and interest in and to such fixes, modifications or improvements will vest solely in WatchGuard. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to WatchGuard.

**7.9. WatchGuard as a Controller or Joint Controller.** In all instances where WatchGuard acts as a controller of data, it will comply with the applicable provisions of the WatchGuard Privacy Statement at [https://www.WatchGuardsolutions.com/en\\_us/about/privacy-policy.html#privacystatement](https://www.WatchGuardsolutions.com/en_us/about/privacy-policy.html#privacystatement), as may be updated from time to time. WatchGuard holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the WatchGuard Privacy Statement. In instances where WatchGuard is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Primary Agreement to allocate the respective roles as joint controllers.

## **8. Security.**

**8.1. Industry Standard.** WatchGuard will maintain industry standard security measures to protect the Subscription Services from intrusion, breach, or corruption. During the term of this SSA, if the Subscription Services enables access to Criminal Justice Information ("CJI"), as defined by the Criminal Justice Information Services Security Policy ("CJIS"), WatchGuard will provide and comply with a CJIS Security Addendum. Any additional security measure desired by Customer may be available for an additional fee.

**8.2. Background checks.** WatchGuard will require its personnel that access CJI to submit to a background check based on submission of FBI fingerprint cards.

**8.3. Customer Security Measures.** Customer is independently responsible for establishing and maintaining its own policies and procedures and for ensuring compliance with CJIS and other security requirements that are outside the scope of the Subscription Services provided. Customer must establish and ensure compliance with access control policies and procedures, including password security measures. Further, Customer must maintain industry standard security measures. WatchGuard disclaims any responsibility or liability whatsoever for the security or preservation of Customer Data or Customer Contact Data once accessed or viewed by Customer or its representatives. WatchGuard further disclaims any responsibility or liability whatsoever that relates to or arise from Customer's failure to maintain industry standard security measures and

controls, including but not limited to lost or stolen passwords. WatchGuard reserves the right to terminate the Subscription Services if Customer's failure to maintain or comply with industry standard security and control measures negatively impacts the Subscription Services or WatchGuard's own security measures.

**8.4. Breach Response Plan.** Both parties will maintain and follow a breach response plan consistent with the standards of their respective industries.

## **9. General Provisions.**

**9.1. Third-Party Beneficiaries.** This SSA is entered into solely between, and may be enforced only by, the Parties. Each Party intends that this SSA will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this SSA.

**9.2. Cumulative Remedies.** Except as specifically stated in this SSA, all remedies provided for in this SSA will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this SSA, the election by a Party of any remedy provided for in this SSA or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

**9.3. Audit; Monitoring.** WatchGuard will have the right to monitor and audit use of the Subscription Services, which may also include access by WatchGuard to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with WatchGuard in any monitoring or audit. Customer will maintain during the Subscription Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this SSA to verify compliance with this SSA. WatchGuard or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. WatchGuard will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of this SSA, in which case Customer will be responsible for such expenses and costs.

**9.4. Survival.** The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term; Section 5 – Payment; Section 6.1 – Additional Exclusions; Section 7 – Proprietary Rights; Data, Feedback, Section 8 – General Provisions**, and where the context of any section indicates an intent that such section shall survive the term of this SSA, then such section shall survive.

The Parties hereby enter into this SSA as of [REDACTED] (the "SSA Date").

**WatchGuard: WatchGuard Video, Inc.**

**Customer: [REDACTED]**

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

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

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

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

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

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

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

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



## Police Department

## ITEM 4.12

Brian Lee  
Police Chief  
(512)-756-6404  
jblee@cityofburnet.com

### Agenda Item Brief

<b>Meeting Date:</b>	October 26, 2021
<b>Agenda Item:</b>	Discuss and consider action: Authorization and approval to purchase three (3) 2022 Chevy Tahoe's for the Police Department and a 2022 Chevy 2500 Truck for Animal Control: B. Lee
<b>Background:</b>	Burnet Police has been using Caldwell Country Chevrolet for the last several years, to purchase Chevy Tahoe's for patrol units. The price per Tahoe for patrol will be \$55,453.70. The cost for an investigator Tahoe will be \$47,813.00. This price does include some of the needed equipment for each Tahoe. Additionally, we will be replacing the Animal Control vehicle this year and it will cost \$63,867.87. The cost of the Animal Control Vehicle is completely equipped and there will be no additional equipment added.
<b>Information:</b>	The vehicles will be upfitted with most of the needed equipment for patrol. Due to COVID-19, the delivery date of the vehicles is unknown, however the dealership has ordered additional vehicles which may be delivered soon.
<b>Fiscal Impact:</b>	The total cost for the Three Tahoe's will be \$159,720.40 for the 2021-2022 Budget. The animal control vehicle is an additional \$63,867.87. Payment will not take place until we take delivery.
<b>Recommendation:</b>	Staff recommends approval of the purchase of three Chevy Tahoe's and the Animal Control vehicle for the Police Department.



## Fire Department

### ITEM 4.13

Mark Ingram  
Fire Chief  
512-756-6404  
mingram@cityofburnet.com

## Agenda Item Brief

- Meeting Date:** October 26, 2021
- Agenda Item:** Discuss and consider action: Authorizing the purchase of a 2022 Pierce Enforcer Mega PUC Pumper truck to replace existing Engine #1 at the Fire Department: M. Ingram
- Background:** Council approved and budgeted replacement of one of the older fire engines in the amount of \$650,000.00 for FY 2021-2022.
- Information:** Quotes have been received and the estimated cost to replace engine one is \$850,00.00. Which includes customizing and outfitting the rig.
- Fiscal Impact:** The purchase price of the new system is \$850,000.00 the balance needed will be funded from cash reserves.
- Recommendation:** Staff recommends approval and authorization to order the 2022 Pierce Enforcer Mega PUC Pumper truck as presented.

Siddons Martin Emergency Group, LLC  
3500 Shelby Lane  
Denton, TX 76207  
GDN P115891  
TXDOT MVD No. A115890

October 7, 2021

Mark Ingram, Fire Chief  
Burnet Fire Department  
2002 S Water St  
Burnet, TX 78611



**Proposal For: 37091 Stock Pierce Enforcer Mega PUC Pumper**

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to Burnet Fire Department. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB Burnet Fire Department and training on operation and use of the apparatus.

Description	Amount
-------------	--------

**Qty. 1 - 37091 Stock Pierce Enforcer Mega PUC Pumper**

(Unit Price - \$769,705.00)

Delivery within 5-6 months of order date

QUOTE # - SMEG-0002803-0

Vehicle Price	\$769,705.00
<b>37091 - UNIT TOTAL</b>	<b>\$769,705.00</b>
SUB TOTAL	\$769,705.00
HGAC FS12-19 (FIRE)	\$2,000.00
<b>TOTAL</b>	<b>\$771,705.00</b>

Price guaranteed until 11/26/2021

**Additional:** This proposal is for Pierce Mfg. Stock 37091, and is sold as is where is-first come first serve.

**Taxes:** Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

**Late Fee:** A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

**Cancellation:** In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

**Acceptance:** In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Texas. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,



**Christian Espinoza**

I, \_\_\_\_\_, the authorized representative of Burnet Fire Department, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

\_\_\_\_\_  
Signature & Date





## Option List

10/7/2021

**Customer:** Pierce Field Unit (original)  
**Representative:** Smits, Tom  
**Organization:** Pierce Manufacturing Inc  
**Requirements Manager:** Smits, Tom  
**Description:** Enforcer PUC Pumper 1000 Water with Hatch Compt. (F/T)  
**Body:** Pumper, PUC, Aluminum  
**Chassis:** Enforcer Chassis, PUC

**Bid Number:** 1714  
**Job Number:** 37091  
**Number of Units:** 1  
**Bid Date:** 07/22/2021  
**Stock Number:** 37091  
**Price Level:** 40 (Current: 40)  
**Lane:** Lane 1

Line	Option	Type	Option Description	Qty
1	0010012		No Boiler Plates requested	1
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0670275		Unit to be Similar in some Aspects, Excluding Pump Panel	1
			Fill in Blank - For Engineering Purposes Only, similar to Job 36037	
7	0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1
8	0797868		Pumper Fire Apparatus, 4000 lb Equipment Allowance Required	1
9	0588611		Vehicle Certification, Pumper	1
10	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.L.	1
11	0536644		Customer Service Website	1
12	0537375		Unit of Measure, US Gallons	1
13	0030006		Bid Bond Not Requested	1
14	0540326		Performance Bond, Not Requested	1
15	0000007		Approval Drawing	1
16	0002928		Electrical Diagrams	1
17	0625939		Enforcer Chassis, PUC	1
18	0000110		Wheelbase	1
			Wheelbase - 215.00"	
19	0000070		GVW Rating	1
			GVW rating - 49,800#	
20	0729280		Frame Rails, 13.38 x 3.50 x .375, Enforcer	1
21	0756525		Frame Liner, Internal "C" 12.50" x 3.00" x .25", XT/Vel/Imp,Enf Full Lgth, 56"Qv	1
22	0629940		Axle, Front, Oshkosh TAK-4, Non Drive, 22,800 lb, Enforcer	1
23	0010427		Suspension, Front TAK-4, 22,800 lb, Qtm/AXT/Imp/Vel/DCF/Enf	1
24	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
25	0000322		Oil Seals, Front Axle	1
26	0899438		Tires, Front, Goodyear, Armor MAX MSA, 425/65R22.50, 20 ply	1
27	0019611		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1
28	0530460		Axle, Rear, Meritor RS26-185, 27,000 lb, Saber/Enforcer	1
29	0544253		Top Speed of Vehicle, 68 MPH	1
30	0565380		Suspen, Rear, Single Slipper Spring, 27,000 lb, Saber/Enforcer	1
31	0000485		Oil Seals, Rear Axle	1
32	0587216		Tires, Rear, Goodyear, G622 RSD, 12R22.50, 16 ply, Single	1
33	0019625		Wheels, Rear, Alcoa, 22.50" x 8.25", Aluminum, Hub Pilot, Single	1
34	0568081		Tire Balancing, Counteract Beads	1
35	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle	1
			Qty, Tire Pressure Ind - 6	
36	0013246		Axle Hub Covers without center hole, S/S, Front Axle	1
37	0001960		Axle Hub Covers, Rear, S/S, High Hat (Pair)	1
38	0002045		Mud Flap, Front and Rear, Pierce Logo	1
39	0544802		Chocks, Wheel, SAC-44-E, Folding	1
			Qty, Pair - 01	
40	0544806		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal	1
			Qty, Pair - 01	
			Location, Wheel Chocks - Left Side Rear Compt	
41	0010670		ABS Wabco Brake System, Single rear axle	1
42	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
43	0000730		Brakes, Meritor, Cam, Rear, 16.50 x 7.00"	1
44	0731553		Air Compressor, Brake, Cummins/Wabco 25.9 CFM	1

Line	Option	Type	Option Description	Qty
45	0644232		Brake Reservoirs, 4,272 Cubic Inch Minimum Capacity, Saber FR/Enforcer	1
46	0644228		Air Dryer, Wabco System Saver 1200 IWT, Heated, Saber FR/Enforcer	1
47	0000790		Brake Lines, Nylon	1
48	0049105		Air Inlet, w/Disconnect Coupling, Recessed in Cab Step	1
49	0733901		Engine, Cummins X12, 500 hp, 1695 lb-ft, W/OBD, EPA 2021, REPTO, Enforcer	1
50	0730962		Filters, Remote Mounted, Oil, Fuel, X12, VEL/AXT, ENF, QTM	1
51	0001244		High Idle w/Electronic Engine, Custom	1
52	0687994		Engine Brake, Jacobs Compression Brake, Cummins Engine	1
			Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Lo	
53	0644227		Clutch, Fan, Air Actuated, Saber FR/Enforcer	1
54	0640477		Air Intake, Metal Screen, Saber FR/Enforcer	1
55	0794743		Exhaust System, 5", X12/X15, MX13, Engine, Horizontal, Right Side	1
56	0788765		Radiator, Saber FR/Enforcer	1
57	0001090		Cooling Hoses, Rubber	1
58	0001125		Fuel Tank, 65 Gallon, Left Side Fill	1
59	0001129		Lines, Fuel	1
60	0595087		DEF Tank, 4.5 Gallon, DS Fill, Forward of Rear Axle	1
			Door, Material & Finish, DEF Tank - Brushed Stainless	
61	0723716		Fuel Priming Pump, Electronic, Automatic, Cummins	1
62	0552712		Not Required, Shutoff Valve, Fuel Line	1
63	0553019		Cooler, Engine Fuel, Imp/Vel, AXT/Qtm/Sab/DCF/SFR/Enf	1
64	0500907		Door, Fuel Fill, Brushed S/S	1
65	0578959		Fuel/Water Separator, Racor Inline	1
66	0798744		Trans, Allison 5th Gen, 4500 EVS P, Imp/Vel/DCF/Enf	1
67	0512762		Transmission, Shifter, 6-Spd, Push Button, 4500, Imp/Vel/Qtm/DCF/Enf	1
			Trans, ratio - 4500 EVS, 6Spd	
68	0517604		Transmission Programming, Park to Neutral, PUC	1
69	0684459		Transmission Oil Cooler, Modine, External	1
70	0522824		Mode, Downshift, Aggressive downshift to 3rd, w/engine brake, 6 speed	1
71	0001375		Driveline, Spicer 1810	1
72	0669988		Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	1
73	0509229		Steering Wheel, 2 Spoke	1
74	0559647		Pierce Logo on Horn Button	1
75	0012245		Bumper, 19" Extended, Saber FR/Enforcer	1
76	0640197		Tray, Hose, Center, 19" Bumper, Outside Air Horns	1
			Grating, Bumper extension - Grating, Rubber	
			Capacity, Bumper Tray - 20) 125' of 1.75"	
77	0630813		Cover, Aluminum Treadplate, One (1) D-Ring Latch, Hose Tray	1
			Stay arm, Tray Cover - b) Pneumatic Stay Arm	
78	0614646		No Lift & Tow Package, Imp/Vel, AXT, SFR/Enf	1
79	0002270		Tow Hooks, Chrome	1
80	0625646		Cab, Enforcer, 7010, PUC	1
81	0747442		Engine Tunnel, X12, MX13, Enforcer	1
82	0610508		Rear Wall, Interior, Adjustable Seating, Not Available	1
83	0632103		Rear Wall, Exterior, Cab, Saber FR/Enforcer	1
			Material, Exterior Rear Wall - Aluminum Treadplate	
84	0644201		Cab Lift, Elec/Hyd, Saber FR/Enforcer	1
85	0695930		Grille, Bright Finished, Front of Cab, Dash CF/Enforcer	1
86	0647989		Trim, S/S Band, Across Cab Face, Arrow XT/Dash CF/Saber/Enforcer	1
			Material Trim/Scuffplate - e) S/S, Patterned	
87	0087357		Molding, Chrome on Side of Cab	1
88	0772130		Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex, Marker Light	1
89	0648170		Door, Half-Height, Saber FR/Enforcer 4-Door Cab, Raised Roof	1
			Key Model, Cab Doors - 751	
			Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	
90	0655543		Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	1
91	0630636		Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber FR/Enforcer	1
92	0638310		Steps, 4-Door Cab, Saber FR/Enforcer	1
			Step Well Material - Aluminum Treadplate	
93	0770194		Handrail, Exterior, Knurled, Alum, 4-Door Cab	1
94	0634786		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts	1

Line	Option	Type	Option Description	Qty
95	0583698		Fenders, S/S on cab, Extra Wide, Saber/Enf	1
96	0637984		Window, Side of C/C, Fixed, Saber FR/Enforcer	1
97	0012090		Not Required, Windows, Front/Side of raised roof	1
98	0779033		Not Required, Windows Rear of Crew Cab, Saber FR/Enforcer	1
99	0798597		Holder, Cup, Cab/Crewcab, Each, Loc	2
			Location - driver and officer side of cab	
			Qty, - 02	
100	0725063		Dash, Heavy Duty Metal, Enforcer	1
101	0634206		Mounting Provisions, 1/4" Alum, Full Engine Tunnel, Saber FR/Enforcer	1
			Mounting Provision Spacing - 1.50"	
			Material Finish, Cab Interior - Painted	
102	0750824		Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE	1
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
			Engine Tunnel Cover - Dark Silver Gray Endure Vinyl	
			Cab Interior Rear Wall Material - Painted Aluminum	
103	0753903		Cab Interior, Paint Color, Saber FR/Enforcer	1
			Color, Cab Interior Paint - i) fire smoke gray	
104	0052100		Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer	1
105	0722696		HVAC, Enforcer, CARE	1
			HVAC System, Filter Access - Tool Free Panel	
			Auxiliary Cab Heater - Both	
			HVAC System, Control Loc. - Panel Position #12	
			Plenum Cover Material - Metal, Painted	
106	0639675		Sun Visor, Smoked Lexan, AXT, Imp/Vel, Saber FR/Enforcer	1
			Sun Visor Retention - Thumb Latch	
107	0622887		Grab Handles, Driver Door Post, Officer Door Post Low, Saber FR/Enforcer	1
108	0002526		Light, Engine Compt, All Custom Chassis	1
109	0631830		Fluid Check Access, Saber FR/Enforcer, Arrow XT	1
110	0583039		Not Required, Side Roll and Frontal Impact Protection	1
111	0622617		Seating Capacity, 6 Seats	1
112	0636957		Seat, Driver, Pierce PSV, Air Ride, High Back, Saber FR/Enforcer	1
113	0636946		Seat, Officer, Pierce PSV, Fixed, SCBA, Saber FR/Enforcer	1
114	0620420		Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer	1
115	0632852		Seat, Rear Facing C/C, DS Outboard, Pierce PSV, SCBA, Saber FR/Enforcer	1
116	0102783		Not Required, Seat, Rr Facing C/C, Center	1
117	0632848		Seat, Rear Facing C/C, PS Outboard, Pierce PSV, SCBA, Saber FR/Enforcer	1
118	0108189		Not Required, Seat, Forward Facing C/C, DS Outboard	1
119	0632658		Seat, Forward Facing C/C, Center, (2) Pierce PSV, SCBA, Saber FR/Enforcer	1
120	0108190		Not Required, Seat, Forward Facing C/C, PS Outboard	1
121	0766467		Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE	6
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Light Gray	
			Qty, - 06	
122	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats	5
			Qty, - 05	
123	0603866		Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer	1
			Seat Belt Color - Red	
124	0602464		Helmet Storage, Provided by Fire Department, NFPA 2016	1
125	0647638		Lights, Dome, Weldon Dual LED 4 Lts	1
			Color, Dome Lt - Red & White	
			Color, Dome Lt Bzl - Black	
			Control, Dome Lt White - Door Switches and Lens Switch	
			Control, Dome Lt Color - Lens Switch	
126	0602637		Portable Hand Light, Provided by Fire Dept, Pumper NFPA 2016 Classification	1
127	0622803		Cab Instruments, Black Gauges, Black Bezels, Enforcer MUX	1
			Emergency Switching - Individual Switches	
128	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1
129	0543751		Light, Do Not Move Apparatus	1
			Alarm, Do Not Move Truck - Pulsing Alarm	
130	0509042		Messages, Open Dr/DNMT, Color Dsply,	1
131	0622798		Switching, Cab Instrument Lower Console & Overhead, Rocker MUX, Enforcer	1
132	0736401	SP	Wiper Control, 2-Speed with Intermittent, Transmission Shifter Loc, Saber FR/Enf	1

Line	Option	Type	Option Description	Qty
133	0548004		Wiring, Spare, 15 A 12V DC 1st Qty, - 01 12vdc power from - Battery direct Wire termination - 15 amp power point plug Location, Spare Wiring - Officer Dash	1
134	0797189		Wiring, Spare, 4.8 A 12V DC, USB Termination Blue Sea 1045 1st Qty, - 01 12vdc power from - Battery direct Location - Officer Dash	1
135	0743033		Bin, Center Dash Console	1
136	0615386		Vehicle Information Center, 7" Color Display, Touchscreen, MUX System Of Measurement - US Customary	1
137	0734857		Collision Mitigation, HAAS Alert (R2V), HA5 Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription	1
138	0606247		Vehicle Data Recorder w/CZ Display Seat Belt Monitor	1
139	0062356		Antenna Mount, Variable Thickness, Custom Location - passenger side of cab roof. Qty, - 01	1
140	0653526		Camera, Pierce, Driver Mux, Rear Camera Only Camera System Audio - Not Provided	1
141	0523921		Recess, Rear Vision Camera Location, Camera, Recessed - Center Rear	1
142	0615112		Pierce Command Zone, Advanced Electronics & Control System, Enforcer, WiFi	1
143	0624253		Electrical System, Enforcer MUX	1
144	0079212		Batteries, (6) Exide Grp 31, 950 CCA each, SAE Posts	1
145	0008621		Battery System, Single Start, All Custom Chassis	1
146	0002698		Battery Compartment, Saber/Enforcer	1
147	0531315		Charger, Sngl Sys, IOTA, DSL-75, 75 Amp, Kussmaul 091-94-12 Ind, Qtm/Enf/SFR	1
148	0662220		Location, Charger, Cab Behind Driver Seat, Dash CF/Saber FR/Enf	1
149	0530951		Location, Bat Chrg Ind, DS Behind Cab Door	1
150	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super Qty, - 01 Color, Kussmaul Cover - b) red Shoreline Connection - Battery Charger	1
151	0026800		Shoreline Location Location, Shoreline(s) - DS Cab Side	1
152	0754105		Alternator, 430 amp, Niehoff C681	1
153	0092582		Load Manager/Sequencer, MUX Enable/Disable Hi-Idle - e) High Idle enable	1
154	0783157		Headlights, Rect LED, JW Spkr Evo 2, Heat, AXT/DCF/Enf/Imp/Sab/Vel Color, Headlight Bez - Chrome Bezel	1
155	0648418		Light, Directional, WIn M6T LED, Common Bezel, Above Headlights, Sab/Enf	1
156	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
157	0648048		Lights, Clearance/Marker/ID, Front, WIn 0SA00MCR LED 7 Lts	1
158	0647899		Lights, Directional/Marker, Cab Front Side, Weldon 9186-8580-29 LED, Sab/Enf	1
159	0591889		Lights, Clearance/Marker/ID, Rear, WIn 0SR00MCR LED 7Lts	1
160	0517025		Lights, Tail, Wrap-around, Stop/Tail, Turn & Backup LED, Tri-Cluster	1
161	0085910		Lights, Backup Included in Signal Cluster	1
162	0664481		Bracket, License Plate & Light, P25 LED	1
163	0589905		Alarm, Back-up Warning, PRECO 1040	1
164	0769569		Lights, Perimeter Cab, Amdor AY-LB-12HW012 LED 4Dr	1
165	0769572		Lights, Perimeter Pump House, Amdor AY-LB-12HW020 LED 2lts	1
166	0770056		Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Rear Step Control, Perimeter Lts - Parking Brake Applied	1
167	0557322		Lights, Step, P25 at Rear Tailboard, PUC, 4lts Perm Lts	1
168	0629643		Light, WIn, 12V PCPSM2* Pioneer LED Fld/Spt, Surface Mnt 4th Location, Lights - passenger side front and rear, top of body, inboard the Whelen M9 Lights. Qty, - 02 Switch, Lt Control 1 DC,1 - h) PS Cab Scene Lt Control Switch, Lt Control 2 DC,2 - e) No Control Switch, Lt Control 3 DC,3 - d) No Control Switch, Lt Control 4 DC,4 - d) No Control	2

Line	Option	Type	Option Description	Qty
168			Color, WIn Lt Housing - Chrome Flange	
169	0640941		Light, WIn, 12V PCPSM2* Pioneer LED Fld/Spt, Surface Mnt 2nd	2
			Location, Lights - driver side front and rear, top of body, inboard the Whelen M9 Lights.	
			Qty, - 02	
			Switch, Lt Control 1 DC,1 - d) DS Cab Scene Lt Control	
			Switch, Lt Control 2 DC,2 - e) No Control	
			Switch, Lt Control 3 DC,3 - d) No Control	
			Switch, Lt Control 4 DC,4 - d) No Control	
			Color, WIn Lt Housing - Chrome Flange	
170	0640991		Light, WIn, 12V PCPSM2* Pioneer LED Fld/Spt, Surface Mnt 1st	1
			Location, Lights - in front of driver side crew cab door, above side crew cab window.	
			Qty, - 01	
			Switch, Lt Control 1 DC,1 - a) DS Switch Panel	
			Switch, Lt Control 2 DC,2 - DS Pump Panel	
			Switch, Lt Control 3 DC,3 - d) No Control	
			Switch, Lt Control 4 DC,4 - d) No Control	
			Color, WIn Lt Housing - Chrome Flange	
171	0638454		Light, WIn, 12V PCPSM2* Pioneer LED Fld/Spt, Surface Mnt 3rd	1
			Location, Lights - in front of passenger side crew cab door, above side crew cab window.	
			Qty, - 01	
			Switch, Lt Control 1 DC,1 - a) DS Switch Panel	
			Switch, Lt Control 2 DC,2 - f) Pump Operator's Panel	
			Switch, Lt Control 3 DC,3 - d) No Control	
			Switch, Lt Control 4 DC,4 - d) No Control	
			Color, WIn Lt Housing - Chrome Flange	
172	0735836		Light, Roof Mt, HiViz, FT-B-46-*-* , Cnt Feature	1
			Control, Scene Lts - Cab Sw Panel DS and Pump Panel Sw LS	
			Color, Lt Housing HiViz - Job Color	
			Scene Light Optics - Flood/Spot	
173	0532358		Not Required, Deck Lights, Other Hose Bed & Rear Lighting	1
174	0645877		Lights, Hose Bed, Sides, Dual LED Light Strips	1
			Control, Hose Bed Lts - Cup Switch At Rear	
175	0645677		Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body	1
176	0645683		Lights, Rear Scene, WIn, M9LZC LED	2
			Qty, - 02	
			Control, Rear Scene Lts - Cab Switch Panel DS and Pump Panel DS	
			Location, Scene Lights - DS Rear Body Bulkhead, Mid, 1lt and PS Rear Body Bulkhead, Mid, 1lt	
177	0709438		Light, Walking Surf, FRP Flood, LED	1
178	0518282		Pumper, PUC, Aluminum	1
179	0554271		Body Skirt Height, 20"	1
180	0515261		Tank, Water, 1000 Gallon, Poly, T-Shaped Form Fitting, PUC	1
181	0003405		Overflow, 4.00" Water Tank, Poly	1
182	0028104		Foam Cell Required	1
183	0633066		Sleeve, Through Tank	1
			Qty, Sleeve - 1	
			Water Tank Sleeve - Plumbing/Hydraulic Diameter - 3" Plumbing	
184	0553729		Not Required, Restraint, Water Tank, Heavy Duty	1
185	0003429		Not Required, Direct Tank Fill	1
186	0003424		Not Required, Dump Valve	1
187	0048710		Not Required, Jet Assist	1
188	0030007		Not Required, Dump Valve Chute	1
189	0514778		Not Required, Switch, Tank Dump Master	1
190	0597043		Body Height, PUC/HDRP	1
			Body Height - 92.00"	
191	0199241		Hose Bed, Aluminum, Pumper, PUC	1
192	0003481		Hose Bed Capacity, Special	1
			Capacity, Hosebed - 1000' of 5.00" and 600' of 2.50"	
193	0003488		Divider, Hose Bed, Unpainted	1
			Qty, Hosebed Dividers - 1	

Line	Option	Type	Option Description	Qty
194	0589278		Hose Restraint, Hose Bed, Velcro Strap on Top, 2" Heavy Nylon Web at Rear	1
			Type of fastener - seat belt buckle	
			Nylon Web Color - Black	
			Type of fastener, Rear - seat belt buckle - bottom of hosebed	
195	0611509		Running Boards, Flip Out, PUC	1
196	0685334		Tailboard, 12" Deep, Full Width, PUC/HDRP	1
197	0690029		Wall, Rear, Body Material, PUC, PUC Tanker, PRM, HDRP	1
198	0003531		Tow Bar, Under Tailboard	1
199	0656764		Construction, Compt, Alum, Pumper, PUC	1
200	0515256		LS 214" Rollup, (1) 31" (1) 50.5" Fwd, (1) 52" Rr, FH/FD Front & Rear, PUC	1
201	0515258		RS 214" Rollup, (2) 42" Fwd, (1) 52" Rr, Full Height & Depth Front & Rear, PUC	1
202	0692733		Doors, Rollup, Gortite, Side Compartments	8
			Qty, Door Accessory - 08	
			Color, Roll-up Door, Gortite - Painted to Match Lower Body	
			Latch, Roll-up Door, Gortite - Non-Locking Liftbar	
203	0557309		Compt, Rear, Rollup, 40.50" FF, w/Tailboard, PUC/HDRP	1
204	0692743		Door, Gortite, Rollup, Rear Compartment, PUC	1
			Color, Roll-up Door, Gortite - Satin finish	
			Latch, Roll-up Door, Gortite - Non-Locking Liftbar	
205	0659353		Lights, Compt, Amdor AY-9220 LED, Dual Lt Strip	9
			Qty, - 09	
206	0515685		214" Hatch, (2) Lift-up, 21" Wide, Both Sides, PUC	1
			Size, Hatch Compt, Height - 22.00"	
			Trim, Body/Hatch Compt Seam, Horizontal, Pair - Molding	
			Trim, Body/Hatch Compt Seam, Vertical, Pair, PUC - Painted Extrusion	
207	0733406		Handrails, Hatch Step Area, (1) Curved & (1) Straight	1
208	0687993		Lights, Hatch Compt, LED Strip Light, 214", Both Sides	1
209	0687145		Shelf Tracks, Recessed, PUC/3rd Generation	1
210	0600350		Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations	5
			Qty, Shelf - 05	
			Material Finish, Shelf - Painted - Spatter Gray	
			Location, Shelves/Trays, Predefined - LS1-Transition Point, RS1-Transition Point, RS3-Transition Point, RS4-Transition Point and LS3-Transition Point	
211	0647043		Tray, Floor Mounted, Slide-Out, Full Width/Full Depth, 500lb, 2.00" Sides, 3G	4
			Qty, - 04	
			location - one each in the following compartments LS1, LS3, RS1, RS3	
			Material Finish, Tray - Painted - Spatter Gray	
212	0544614		Toolboard, Swing-out, Alum, .188", Peg Board, 3G	2
			Qty - 2	
			Location, Pivot - Back	
			Mounting, Toolboard - Adjustable Frt-back	
			Hole Diameter, Pegboard/Toolboard - .203" diameter	
			Finish, Pegboard/Toolboard - Painted - Spatter Gray	
			Location, Toolboard - LS2 and RS2	
213	0063064		Rub Rail, Aluminum Extruded, Side of Body, 3rd Gen Body	1
214	0515441		Fender Crowns, Rear, S/S, W/Removable Fender Liner, Pumper, 3rd Gen	1
			Material Finish, Fender Liner - Brushed Stainless	
215	0519849		Not Required, Hose, Hard Suction	1
216	0527021		Handrails Located @ Front Body	1
217	0664688		Handrails, Rear, PUC/HDRP	1
218	0000941		No Rear Hose Bed Handrail Required	1
219	0657651		Compt, Air Bottle, Double, Full Width Door, Fender Panel	4
			Qty, Air Bottle Comp - 4	
			Door Finish, Fender Compt - Brushed	
			Location, Fender Compt - Double - LS Fwd, Double - LS Rear, Double - RS Fwd and Double - RS Rear	
			Latch, Air Bottle Compt - Southco C2 Chrome Raised	
			Insert, Air Bottle Compt - W-Shaped Insert	
220	0004225		Ladder, 24' Duo-Safety 900A 2-Section	1
221	0004230		Ladder, 14' Duo-Safety 775A Roof	1
222	0638382		Rack, Ladders, LS Full Depth Body, PUC/HDRP	1
			Door, Material & Finish, Ladder Storage - smooth aluminum	
			Latch, Door Ladder Storage - D-Handle latch	

Line	Option	Type	Option Description	Qty
222			Hinge Location - Outboard	
223	0733387		Ladder, 10' Duo-Safety Folding 585A	1
224	0732963		Trough, Folding Ladder, Long Tool Storage Compt In Upper Body	1
			Location, Left Side, Right Side - Left Side	
225	0548193		Pike Pole, 8' Nupla, Fiberglass, I Beam, SPD-8	1
			Qty, Pike Poles - 1	
			Location - long handle compartment storage driver side rear of truck.	
226	0732982		Tube, Pike Pole 8' or Longer, In Upper Body Long Tool Storage Compt	1
			Location, Left Side, Right Side - Left Side	
			Material/Finish, Tube, Pike Pole - Aluminum	
			Width, Notch, Pike Pole Tube - .75", Standard Notch	
227	0548182		Pike Pole, 6' Nupla, Fiberglass, I Beam, SPD-6	1
			Qty, Pike Poles - 1	
228	0732992		Tube, Pike Pole 6', In Upper Body Long Tool Storage Compt	1
			Location, Left Side, Right Side - Left Side	
			Material/Finish, Tube, Pike Pole - Aluminum	
			Width, Notch, Pike Pole Tube - .75", Standard Notch	
229	0769733		Compt, Long Tool Storage Compt, In Upper Body (1) RS, PUC/HDRP	1
			Door, Material & Finish, Storage - Painted Aluminum	
			Latch, Door, Storage - Southco C2 Chrome Raised	
			Hinge Location - Right Side	
230	0740068		Compt, Long Tool Storage Compt, In Upper Body (1) LS, PUC/HDRP	1
			Door, Material & Finish, Storage - Painted Aluminum	
			Latch, Door, Storage - Southco C2 Chrome Raised	
			Hinge Location - Left Side	
231	0521734		No Steps Required, Front Of Body, PUC	1
232	0515519		Ladder, Top Access, Alum, RH Rear, PUC	1
			Do Not Move Truck Indicator - No DNMT indicator	
233	0559070		Step, Corner Step - Extra, PUC/HDRP	1
			Location, Additional Step - front of hosebed passenger side corner	
			Qty, Corner Steps - 1	
234	0515692		Pump Operators Panel, 31", Control Zone, PUC	1
235	0520016		Not Required, Pumphouse Structure, PUC	1
236	0515695		Pump, Pierce, 1500 GPM, Single Stage, PUC	1
237	0515822		Seal, Mechanical, Silicon Carbide, PUC Pump	1
238	0515705		Gear Case, Pierce Pump, REPTO-Clutch Drive	1
239	0501370		Pumping Mode, Stationary Only, No Cab Gauges, PUC	1
240	0515829		Pump Shift, Sure-Shift	1
241	0515833		Transmission Lock-up, Not Req'd, Park to Neutral, Pump, PUC	1
242	0515835		Auxiliary Cooling System, PUC	1
243	0014486		Not Required, Transfer Valve, Stage Pump	1
244	0777650		Valve, Relief Intake, Akron	1
			Pressure Setting - 125 psig	
			Intake Relief Valve Control - Behind Right Side Pump Panel	
245	0596073		Controller, Pressure, FRC, Pump Boss, PBA400, PUC	1
246	0072153		Primer, Trident, Air Prime, Air Operated	1
247	0780359		Manuals, Pump, (2) Total, Electronic Copies, Pierce PUC Pump	1
248	0602496		Plumbing, Stainless Steel and Hose, Single Stage Pump, PUC	1
249	0795135		Plumbing, Stainless Steel, w/Foam System	1
250	0517852		Inlets, 6.00" - 1500 GPM, Pierce PUC Pump	1
251	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
252	0084610		Valves, Akron 8000 series- All	1
253	0520002		Valve, Inlet(s) Recessed, Side Cntrl, PUC	1
			Qty, Inlets - 1	
254	0004700		Control, Inlet, at Valve	1
255	0004660		Inlet (1), Left Side, 2.50"	1
256	0029147		Not Required, Inlet, Right Side	1
257	0521137		Anode, Zinc, Pair, Pump Inlets, PUC	1
258	0092569		No Rear Inlet (Large Dia) Requested	1
259	0064116		No Rear Inlet Actuation Required	1
260	0092696		Not Required, Cap, Rear Inlet	1
261	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1

Line	Option	Type	Option Description	Qty
262	0092568		No Rear Auxiliary Inlet Requested	1
263	0563738		Valve, .75" Bleeder, Aux. Side Inlet, Swing Handle	1
264	0520277		Tank to Pump, (1) 3.00" Valve, 4.00" Plumbing, PUC	1
265	0595508		Outlet, Tank Fill, 1.50", PUC	1
266	0766941		Control, Outlets, Swing Handle, Elec Right Outlets Akron 9335 w/Press Disp, PUC	1
267	0516755		Outlet, Left Side, 2.50" (2), PUC	1
268	0055095		Not Required, Elbow, Left Side Outlets, 2.50"	1
269	0766761		Outlet, Right Side, 2.50", (1), Electric Akron 9335 Controller, PUC	1
			Qty, Discharges - 01	
270	0021134		Not Required, Elbow, Right Side Outlets	1
271	0766992		Outlet, Right Side, 4" w/4" Valve, Akron 9335 Elec Controller, PUC	1
272	0527969		Cap, Large Dia Outlet, 4.00", IPO Elbow	1
273	0649939		Outlet, Front, 1.50" w/2" Plumbing	1
			Fitting, Outlet - 1.50" NST with 90 degree swivel	
			Drain, Front Outlet - Automatic	
			Location, Front, Single - in center bumper tray	
274	0516777		Outlet, Rear, 2.50", (1), Thru Tank, PUC	1
			Qty, Discharges - 01	
			Location, Outlet - a) right side	
275	0045091		Elbow, Rear Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
276	0537394		Not Required, Outlet, Rear, Additional, PUC	1
277	0537395		Not Required, Elbow, Rear Outlets, Additional	1
278	0752096		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Vinyl Covered Cable	1
279	0563739		Valve, 0.75" Bleeder, Discharges, Swing Handle	1
280	0516860		Outlet, 3.00" Deluge w/2.50" Valve, PUC	1
281	0029302		No Monitor Requested	1
282	0029304		No Nozzle Req'd	1
283	0005070		Deluge Mount, NPT	1
284	0750982		Crosslay Module, Full Width, Roll Up Doors, PUC	1
285	0749510		Doors, Crosslay, Roll-up Gortite, Each End, Full Height, PUC	1
			Color, Roll-up Door, Gortite - Painted to Match Lower Body	
			Latch, Roll-up Door, Gortite - Non-Locking Liftbar	
			Door Guard - Drip Pan Not Required	
286	0747660		Lights, Crosslay Compt, Forward LED, 2Lts	1
287	0750916		Crosslays, (2) 1.50", W/Poly Trays, PUC	1
			Crosslay/Deadlay/Speedlay Capacity 1 - 200' of 1.75" double jacket hose	
288	0750900		Crosslay, (1) 2.50", W/Poly Trays, PUC	1
			Crosslay/Deadlay/Speedlay Capacity 1 - 200' of 2.50" double jacket hose	
289	0749401		Mounting, Backboard, Upper Crosslay Module, Strap, PUC	2
			Size, Backboard - 72" L x 18" W X 1" D	
			Qty - 2	
290	0676021		Foam Sys, Husky 3, Single Agent, PUC, Multi Select Feature	1
			Discharge, Foam Locations - Crosslay Lower Rear, Crosslay Lower	
			Front, Crosslay Upper Rear, Front Bumper Center and Rear Outlet Right Side	
291	0012126		Not Required, CAF Compressor	1
292	0592527		Refill, Foam Tank, Integral, Husky 3	1
293	0031896		Demonstration, Foam System, Dealer Provided	1
294	0530519		Foam Cell, 30 Gallon, Not Reducing, PUC	1
			Type of Foam - Class "A"	
			Foam, Brand Name - Chemguard	
295	0697589		Drain, 1.00", Foam Tank #1, Husky 3 Foam System, Quarter Turn	1
296	0091079		Not Required, Foam Tank #2	1
297	0091112		Not Required, Foam Tank #2 Drain	1
298	0738072		Approval Dwg, Pump Panel(s), Not Required	1
299	0032479		Pump Panel Configuration, Control Zone	1
300	0516975		Material, Pump Panels, Operators Brushed Stainless, Sides Brushed Stainless, PUC	1
301	0516978		Pump and Plumbing Access, Simple Tilt Service, PUC	1
302	0520326		Light, Pump Compt, PUC	1
303	0516983		Gauges, Engine, Included With Pierce Pressure Controller, PUC	1
304	0005601		Throttle, Engine, Incl'd w/Press Controller	1
305	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle, Green	1

Line	Option	Type	Option Description	Qty
306	0549333		Indicators, Engine, Included with Pressure Controller	1
307	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
308	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
309	0062586		Gauge, Water Level, Class 1, Pierce Std	1
310	0657732		Gauge, Foam Level, Pierce, PUC, PP, Stationary Pumping Only	1
311	0653081		Light, Pump Operator & Panel, Side Ctrl, PUC, 60354C LED Cab & LED OH Chr Cvr	1
312	0606697		Air Horns, (2) Grover, In Bumper	1
313	0606834		Location, Air Horns, Bumper, Each Side, Outside Frame, Inboard (Pos #2 & #6)	1
314	0016065		Control, Air Horn, Horn Ring, PS Chrome Push Button	1
315	0534828		Siren, WIn 295SL101, 100 or 200W Removable Mic	1
316	0015283		Location, Elect Siren	1
			Location - position panel A	
317	0748306		Control, Elec Siren, Multi Select	1
318	0748292		Control, Elec Siren, Push Button Sw, RS	1
319	0601306		Speaker, (1) WIn, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt	1
			Connection, Speaker - siren head	
320	0601565		Location, Speaker, Frt Bumper, Recessed, Center (Pos 4)	1
321	0731098		Siren, Federal Q2B Prk Brk Interlock	1
322	0006095		Siren, Mechanical, Mounted Above Deckplate	1
			Location, Siren, Mech - a) Left	
323	0026163		Control, Mech Siren, DS & PS Foot Sw	1
324	0735899		Sw, Siren Brake, Mom Rocker, Red Outline, LS Overhead Sw Pnl, Mux	1
325	0746353		Not Required, Warning Lights Intensity	1
326	0606775		Lightbar, WIn, Freedom IV-Q, 72", RRWRRR____RRRWRR	1
			Filter, Whl Freedom Ltbrs - No Filters	
327	0016380		No Additional Lights Req'd, Side Zone Upper	1
328	0540384		Lights, Front Zone, WIn M6°C LED, Clear Lens, in Common Bzl	1
			Color, Lt DS Front - Red	
			Color, Lt PS Front - Red	
329	0653937		Flasher, Headlight Alternating	1
			Headlt flash deactivation - a)w/high beam	
330	0594641		Lights, Side Zone Lower, WIn M9°C, M9°C, M6°C, Clear Lens 6lts	1
			Location, Lights Mid - behind each crew cab door	
			Location, Lights Rear - rear body fender panels, one each side	
			Location, Lights Front Side - b)each side bumper	
			Color, Lt Side Front - Red	
			Color, Lt Side Middle - Red	
			Color, Lt Side Rear - Red	
331	0540774		Lights, Side, WIn M9°C LED, Clear Lens	2
			Location, Lights - front of body, upper corner.	
			Qty, - 02	
			Color, Lights, Warning - gla) red	
332	0540781		Lights, Rear Zone Lower, WIn M9°C LED, Clear Lens	1
			Color, Lt DS Rear - r) DS Rear Lt Red	
			Color, Lt PS Rear - r) PS Rear Lt Red	
333	0541155		Lights, Rear/Side Up Zone, WIn M9°C LED, Clear Lens 4lts	1
			Color, Lt, Side Rear Upper DS - Side Rear Upper Red	
			Color, Lt, Side Rear Upper PS - Side Rear Upper Red	
			Color, Lt, Rear Upper DS - r) DS Rear Upper Red	
			Color, Lt, Rear Upper PS - r) PS Upper Rear Red	
334	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
335	0590000		No Hose Bed Warn Light Brackets Req'd, Lights Mtd on Hatch/Body Compts, PUC	1
336	0791528		Light, Traffic Directing, WIn TAL65, 36.00" Long, TACTL5	1
			Activation, Traffic Dir L - Not Connected	
337	0551728		Location, Traf Dir Lt, Recessed with S/S Trim	1
338	0530282		Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	1
339	0519934		Not Required, Brand, Hydraulic Tool System	1
340	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 1	
341	0602516		NFPA Required Loose Equipment, Pumper, NFPA 2016, Provided by Fire Department	1
342	0602407		Soft Suction Hose, Provided by Fire Department, Pumper NFPA 2016 Classification	1

Line	Option	Type	Option Description	Qty
343	0027023		No Strainer Required	1
344	0533246		Extinguisher, 20 lb Dry Chemical	1
			Qty, Extinguishers - 1	
345	0602360		Extinguisher, 2.5 Gal. Pressurized Water, Pumper NFPA 2016, Provided by Fire Dept	1
346	0602678		Axe, Flathead, Pumper, Provided by Dealer, NFPA 2016	1
347	0602668		Axe, Pickhead, Pumper, Provided by Dealer, NFPA 2016	1
348	0741569		Paint Process / Environmental Requirements, Appleton	1
349	0709567		Paint, Single Color, Enforcer	1
			Paint Color, Cab - #90 Red	
350	0709845		Paint, Single Color, Body	1
			Paint, Body - Match Lower Cab	
351	0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard	1
			Paint Color, Frame Assembly, Predefined - Standard Black	
352	0693797		No Paint Required, Aluminum Front Wheels	1
353	0693792		No Paint Required, Aluminum Rear Wheels	1
354	0733739		Paint, Axle Hubs	1
			Paint, Axle Hub - Lower Job Color	
355	0007230		Compartment, Painted, Spatter Gray	1
356	0544129		Reflective Band, 1"-6"-1"	1
			Color, Reflect Band - A - a) white	
			Color, Reflect Band - B - l) white	
			Color, Reflect Band - C - w) white	
357	0077356		Reflective, Cab Face, Below the S/S Trim Band	1
358	0593732		Stripe, Chevron, Rear, Diamond Grade, Pumper, PUC	1
			Color, Rear Chevron DG - fluorescent yellow green	
359	0017359		Stripe, Black Outline, Vinyl on Reflective Band	3
			Qty, - 03	
360	0022087		"Z" Ribbon, w/Shade in Reflective Stripe, Pair	1
			Qty, - 1	
361	0593225		Stripe, Reflective, Cab Doors Interior, Diamond Grade	1
			Color, Reflect Band - A - p) fluorescent yellow green diamond grade	
362	0027286		Not Required, Lettering Specs	1
363	0007472		[Lettering not Requested]	1
364	0583553		Undercoating, Cab & Body, Stock/Demo Style, Pumper, Ziebart	1
365	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom	1
			Qty, - 01	
366	0772037		Manual, Chassis Service, USB Flash Drive, Custom	1
			Qty, - 01	
367	0772065		Manual, Chassis Operation, (2) USB Flash Drives, Custom	1
368	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
369	0696698		Warranty, Engine, Cummins, 5 Year, WA0181	1
370	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
371	0596017		Warranty, Frame, 50 Year, Custom Chassis, WA0013	1
372	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
373	0733306		Warranty, Single Axle, 5 Year, Meritor, General Service, WA0384	1
374	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
375	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
376	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
377	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
378	0695416		Warranty, Pierce Camera System, WA0188	1
379	0708760		Warranty, Not Applicable, LED Strip Lights	1
380	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
381	0685945		Warranty, Transmission Cooler, WA0216	1
382	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
383	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
384	0693127		Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1
385	0516693		Warranty, Pump, Pierce, PUC, 6 Year Parts, 1 Year Labor, WA0039	1
386	0648675		Warranty, 10 Year S/S Pumping, WA0035	1
387	0657990		Warranty, Foam System, Husky 3, WA0231	1
388	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
389	0593921		Not Required, Warranty, No Lettering	1

Line	Option	Type	Option Description	Qty
390	0683627		Certification, Vehicle Stability, CD0156	1
391	0736243		Certification, Engine Installation, Enforcer, Cummins X12, 2021	1
392	0686786		Certification, Power Steering, CD0098	1
393	0631980		Certification, Cab Integrity, Saber FR/Enforcer, CD0130	1
394	0631973		Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1
395	0631978		Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1
396	0631974		Certification, Electric Window Durability, Saber FR/Enforcer, CD0133	1
397	0631977		Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1
398	0735949		Certification, Cab HVAC System Performance, SFR/Enf, CD0165/CD0167/CD0174/CD0175	1
399	0545073		Amp Draw Report, NFPA Current Edition	1
400	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
401	0799247		Appleton/Florida Stock Unit	1
402	0000048		PUMPER/TANKER, 3rd Gen	1
403	0000012		PIERCE CHASSIS	1
404	0004713		ENGINE, OTHER	1
405	0046396		EVS 4000 Series TRANSMISSION	1
406	0520324		PIERCE PUMP, PUC	1
407	0020009		POLY TANK	1
408	0028048		FOAM SYSTEM	1
409	0020006		SIDE CONTROL	1
410	0020007		AKRON VALVES	1
411	0020015		ABS SYSTEM	1
412	0658751		PUMPER BASE	1



MES - Texas  
600 Century Plaza Dr.  
Suite C-160  
Houston, TX 77073

## Quote

Date 10/14/2021  
Quote # QT1516200  
Expires 10/29/2021  
Sales Rep Herron, Jason R  
PO #  
Shipping Method FedEx Ground

**Bill To**  
BURNET FIRE DEPARTMENT  
P.O. BOX 1369  
Burnet TX 78611  
United States

**Ship To**  
BURNET FIRE DEPARTMENT  
2002 S WATER ST  
BURNET TX 78611

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
272788000			S 788E2 Package (includes S 788E2, charger, and 2 EXL batteries)	1	10,455.00	10,455.00
271333000			SP 333E2 Spreader Package w/ charger and 2 EXL batteries	1	11,080.00	11,080.00
274085000			R 421E2 Ram Package (includes R 421E2 Ram, charger, and 2 EXL batteries)	1	8,090.00	8,090.00
PPS788E2			Horizontal Mounting Bracket for S788E2 Cutter	1	228.00	228.00
PPSP333E2			Horizontal Mounting Bracket for SP333E2 Spreader	1	252.00	252.00
PPR421E2			Horizontal Bracket for R421E2 Ram	1	228.00	228.00

**Subtotal** 30,333.00  
**Shipping Cost (FedEx Ground)** 350.00  
**Total** \$30,683.00

Capt. J.J. Miller 830-613-7829

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1516200



MES - Texas  
600 Century Plaza Dr.  
Suite C-160  
Houston, TX 77073

## Quote

Date 10/14/2021  
Quote # QT1516232  
Expires 10/29/2021  
Sales Rep Herron, Jason R  
PO #  
Shipping Method FedEx Ground

**Bill To**  
BURNET FIRE DEPARTMENT  
P.O. BOX 1369  
Burnet TX 78611  
United States

**Ship To**  
BURNET FIRE DEPARTMENT  
2002 S WATER ST  
BURNET TX 78611

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri..	Amount
K12FD94			SAW K970/K12FD 14 inch RESCUE	1	1,848.00	1,848.00
PS-20DGCOBRA			PRO SAW 20" W/DEPTH GUAGE w/Cobra Chain	1	2,312.50	2,312.50
TEMPEST	910-1120		910-1120 Custom TEMPEST Direct Drive, Honda Engine GX160, 18", 4.8 HP, 14,773 CFM, Dimension: 22.75" X 21" X 24.25" - 85 lbs., (Model: DD-18-H-4.8)	1	2,005.00	2,005.00
TFT Nozzles	GF3F1S		GF3F1S Custom TFT Nozzles G-FORCE 1.5" F VALVE W/GRIP - AUTO 60-150 GPM @ 75 PSI SPINNING TEETH	3	605.00	1,815.00
XXC-52			BLITZFIRE PACKAGE WITH MD12A	1	5,225.00	5,225.00
AX1ST-NX			JUMBO BALL INTAKE VALVE 5.0in STORZ RIGID X 6.0in NHF	1	2,700.00	2,700.00

**Subtotal** 15,905.50  
**Shipping Cost (FedEx Ground)** 0.00  
**Total** \$15,905.50

Capt. J.J. Miller 830-613-7829

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Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1516232



MES - Texas  
600 Century Plaza Dr.  
Suite C-160  
Houston, TX 77073

## Quote

Date 10/14/2021  
Quote # QT1516210  
Expires 10/29/2021  
Sales Rep Herron, Jason R  
PO #  
Shipping Method FedEx Ground

**Bill To**  
BURNET FIRE DEPARTMENT  
P.O. BOX 1369  
Burnet TX 78611  
United States

**Ship To**  
BURNET FIRE DEPARTMENT  
2002 S WATER ST  
BURNET TX 78611

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
NX50Y-100-STZ			5" Yell Nitrex X 100' Storz	10	656.50	6,565.00
DP25-50-ARN			2.5" All Poly DJ Rubber Liner	6	163.50	981.00
DP25R-50-ARN			2.5" DJ Red Rubber Liner	6	175.75	1,054.50
DP17-50-ARN			1.75" All Poly DJ Rubber Liner - WHITE	5	110.00	550.00
DP17R-50-ARN			1.75" DJ Red Rubber Liner	5	120.00	600.00

<b>Subtotal</b>	9,750.50
<b>Shipping Cost (FedEx Ground)</b>	50.00
<b>Total</b>	\$9,800.50

Capt. J.J. Miller 830-613-7829

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1516210



## City Council

### ITEM 4.14

Crista Goble Bromley  
Mayor  
512-715-3209  
mayor@cityofburnet.com

### Agenda Item Brief

<b>Meeting Date:</b>	October 26, 2021
<b>Agenda Item:</b>	Discuss and consider action: Authorization to purchase Christmas Decorations: Mayor Bromley
<b>Background:</b>	When the renovations were completed on the Badger Building, the City put in a raised patio in the sidewalk in front of it for use by visitors to the square. At the time, there was discussion about placing benches or other décor in that space but that has not been done as of yet.
<b>Information:</b>	Typically, the City enhances our Christmas displays every year or couple of years. After having visited TML and discussing Christmas decor with vendors there, it seems like an excellent opportunity to purchase items that can be used for visitor interactivity. Items could be a sleigh for visitors to sit in for photographs as well as other décor such as snowmen and/or a nut-cracker. It would be a good way to attract visitors to the square during the Christmas season.
<b>Fiscal Impact:</b>	I anticipate a cost of \$20,000 - \$25,000 to be paid from the Hotel-Motel Fund.
<b>Recommended Motion:</b>	Council input.



## Administration

### ITEM 4.15

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

### Agenda Item Brief

**Meeting Date:** October 26, 2021

**Agenda Item:** Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACTS TO PROVIDE SINGLE CONNECTION WATER SERVICES TO SERVE CERTAIN PORTIONS OF THE REED RANCH: D. Vaughn

**Background:** The City Council previously approved an agreement to provide a single water connection to a 135 acre tract within the Reed Ranch.

**Information:** The City has received an additional request to provide a tap to another lot and anticipates receiving at least two more requests from parcels that do not have any other options for water service. Rather than continuing to seek approval for each individual connection, staff is requesting authorization for the three tracts that have either requested service or are anticipated to request service.

**Fiscal Impact:** The owners of the tracts will be required to cover all associated expenses and pay a capital recovery fee equal to the City's impact fee. Any revenue derived from the sale of water under these contracts will be minimal.

**Recommended Motion:** Staff recommends a motion to approve Resolution R2021-52 as presented.

## RESOLUTION NO. R2021-52

### **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACTS TO PROVIDE SINGLE CONNECTION WATER SERVICES TO SERVE CERTAIN PORTIONS OF THE REED RANCH**

**Whereas**, Reed Ranch is a 2000 plus acre tract located west of the city and north of Inks Lake; and

**Whereas**, the owners of Reed Ranch have subdivided the property into large acre single family residential parcels; and

**Whereas**, Reed Ranch is not located within a water certificate of convenience and necessity service area; and

**Whereas**, pursuant to Resolution No. R2021-47, the City entered into an agreement with Granite Partners LLC to provide 75 Living Unit Equivalents of water to Reed Ranch; and

**Whereas**, while tracts six, seven and fourteen (hereinafter the "Properties") are located within Reed Ranch, those tracts are not subject to the aforementioned water agreement, and

**Whereas**, the purchasers of the tracts have requested, or are anticipated to request, a water service connection from the city; and

**Whereas**, service can be provided by tapping a water transmission line that runs from the city's water treatment plant located within Reed Ranch.

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

**Section one. Findings.** That the recitals to this resolution are found to be true and correct and are hereby incorporated herein for all purposes.

**Section two. The Properties.** The Properties are described in Exhibits: "A" (tracts six); "B" (tract seven) and "C" (tract fourteen); said Exhibits being attached to and incorporated within this Resolution.

**Section three. Authorization.** The City Manager is hereby authorized and directed to negotiate contracts to provide one connection and water service to serve the Properties subject to the following: (i) the agreements shall allow one standard tap for each tract (3/4" or 1" meter); (ii) the service applicant shall pay all connection fees and a capital recovery fee equivalent to the community impact fees required for the connection; (iii) the out of city water service rate shall apply; (iv) the agreement shall provide for a waiver of claims against city for any damage sustained due to high water pressure.

**Section four. 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.

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

**PASSED AND APPROVED** this the 26<sup>th</sup> day of October, 2021.

**CITY OF BURNET, TEXAS**

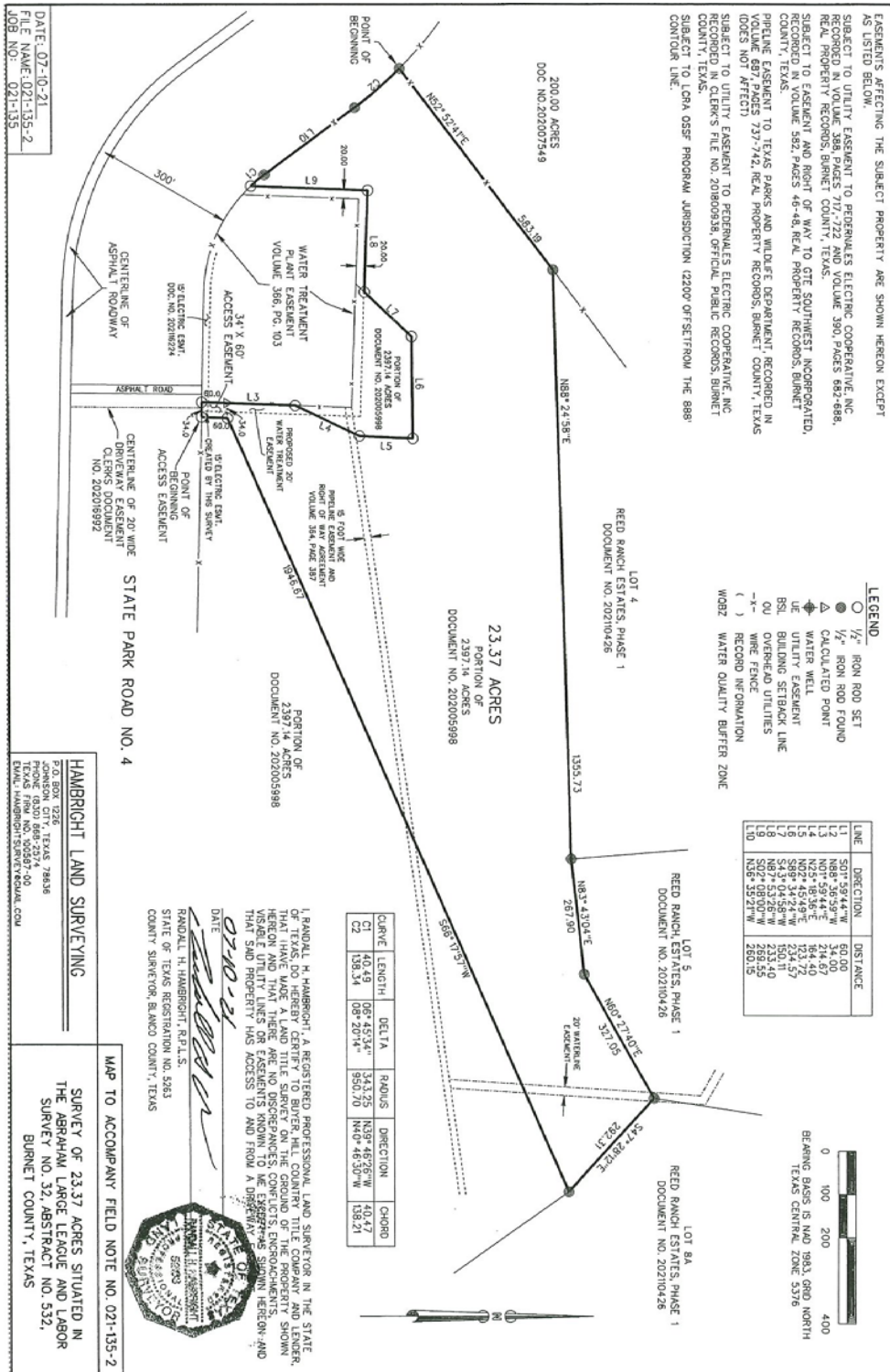
**ATTEST:**

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

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

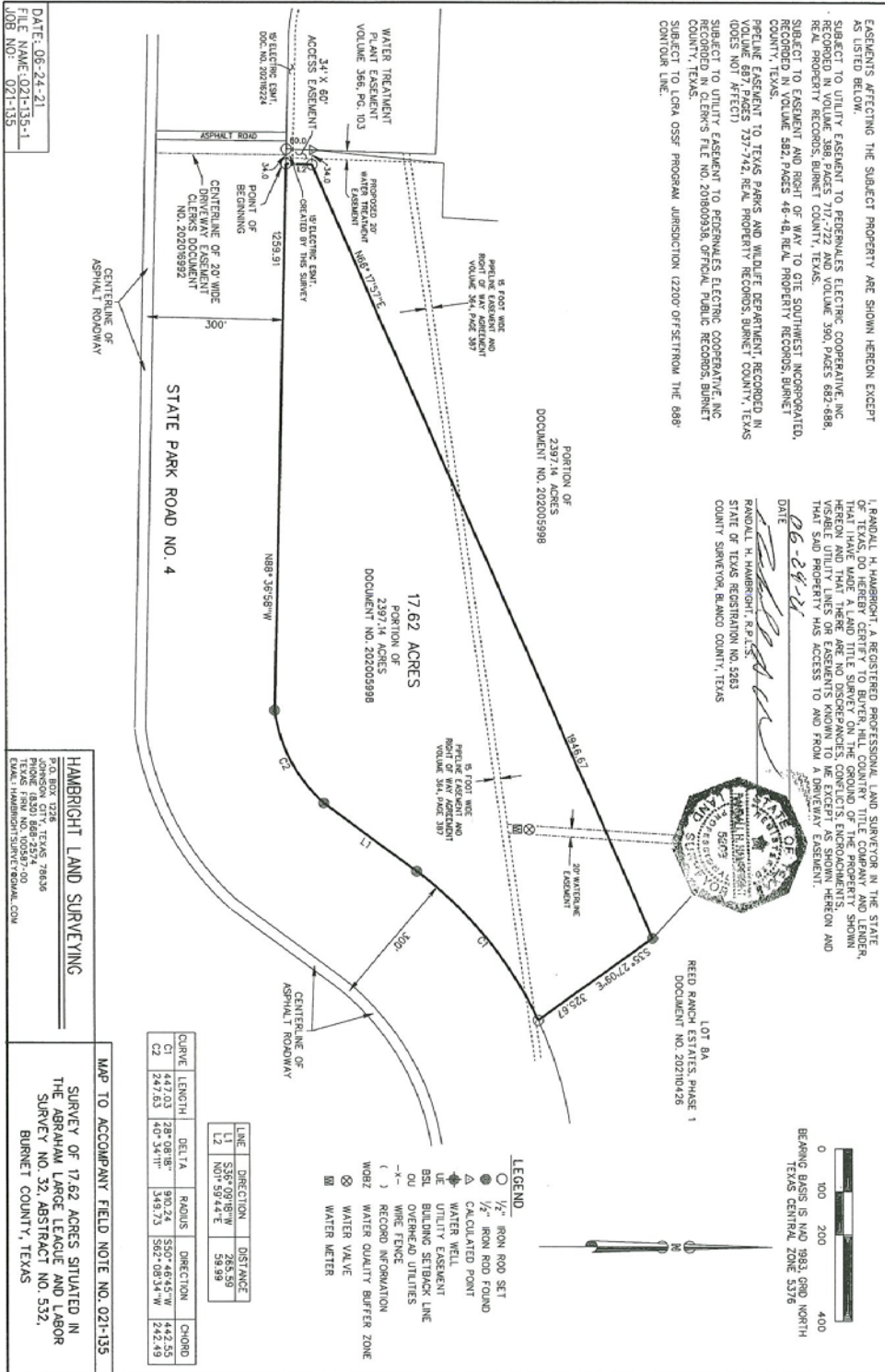
# Exhibit “A”

## Tract 6



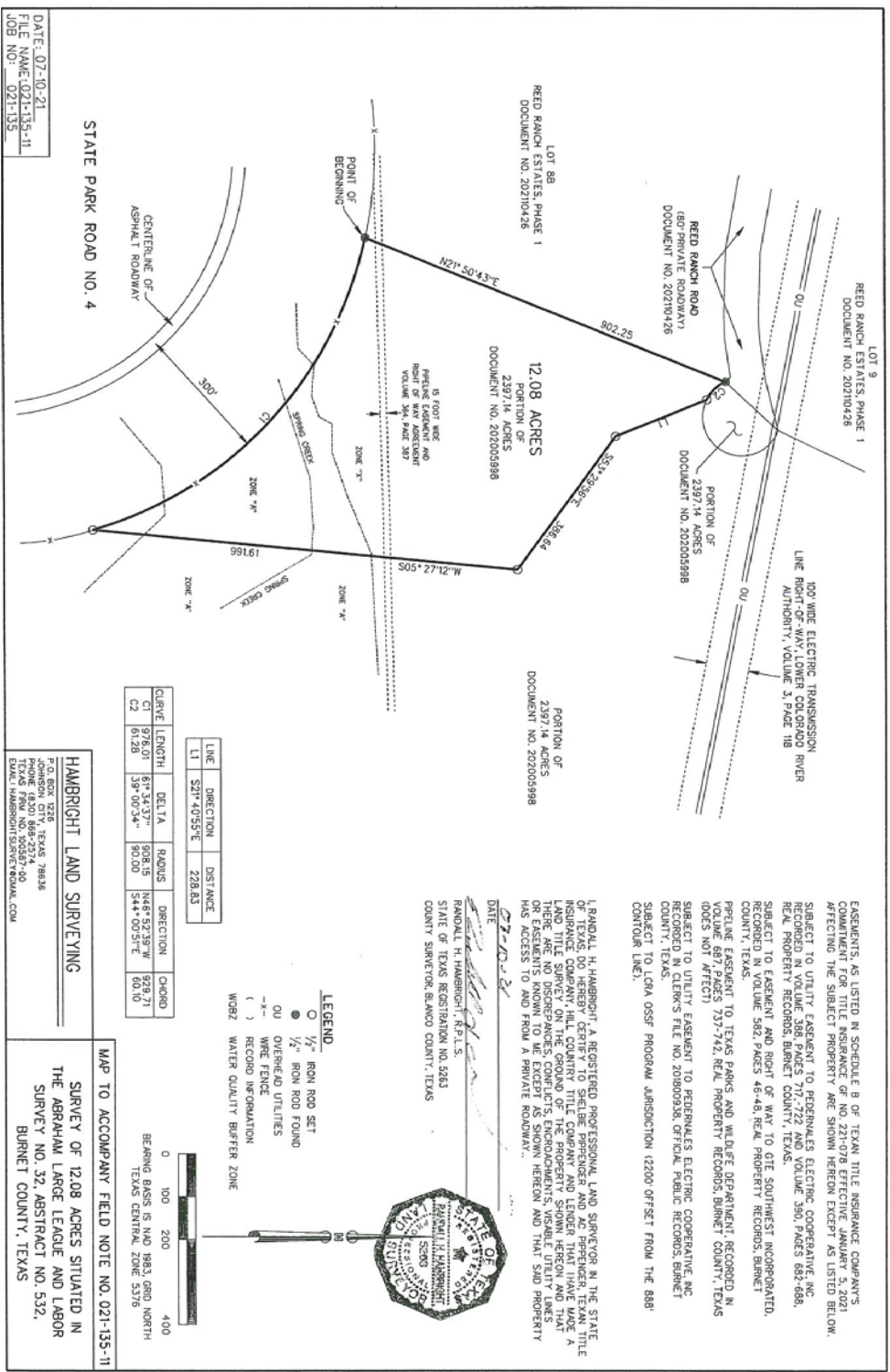
# Exhibit "B"

## Tract 7



# Exhibit "C"

## Tract 14





## Administration

## ITEM 4.16

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

### Agenda Item Brief

**Meeting Date:** October 26, 2021

**Agenda Item:** Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF BURNET, TEXAS, APPOINTING A PRESIDING JUDGE TO THE MUNICIPAL COURT FOR THE UNEXPIRED TERM ENDING MAY 6, 2023; AND ESTABLISHING COMPENSATION AND BENEFITS AND PRESENTATION OF AN ANNUAL REPORT TO CITY COUNCIL: H. Erkan

**Background:** The Municipal Court is established by City Charter Section 4.03. In accordance with City Charter subsection 4.03 B (entitled "presiding judge") the presiding judge is appointed by City Council and shall hold office for a term of two years, unless sooner removed for cause. Earlier this year the Honorable Peggy Simons retired leaving an unexpired term ending on May 6, 2023, City Council conducted a comprehensive selection process and interviewed five candidates.

**Information:** This resolution appoints City Council's selected candidate, the Honorable Tamara Tinney to serve as the Presiding Municipal Court Judge for the unexpired term ending on May 6, 2023; and provides for City Council to receive an annual report from Judge Tinney on the efficiency of court operations.

**Fiscal Impact:** The Presiding Judge's compensation equates to approximately \$14,400.00 annually. In addition, the Presiding Judge shall be reimbursed travel, lodging and meals costs associated with complying with mandatory judicial education requirements.

**Recommendation:** Approve and adopt Resolution R2021-54 as presented.

## **RESOLUTION NO. R2021-54**

### **A RESOLUTION OF THE CITY COUNCIL OF BURNET, TEXAS, APPOINTING A PRESIDING JUDGE TO THE MUNICIPAL COURT FOR THE UNEXPIRED TERM ENDING MAY 6, 2023; AND ESTABLISHING COMPENSATION AND BENEFITS; AND PRESENTATION OF AN ANNUAL REPORT TO CITY COUNCIL**

**WHEREAS**, the Municipal Court is established by City Charter Section 4.03 (entitled "Municipal Court"); and

**WHEREAS**, in accordance with City Charter subsection 4.03 B (entitled "presiding judge") the presiding judge is appointed by City Council and shall hold office for a term running concurrently with the mayor's term of office, unless sooner removed; and

**WHEREAS**, the Honorable Peggy Simons retired leaving an unexpired term ending on May 6, 2023; and

**WHEREAS**, after a comprehensive selection process, City Council desires to appoint the Honorable Tamara Tinney, who currently serves as an alternate judge, to the office of Presiding Municipal Court Judge for the unexpired term ending on May 6, 2023.

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

**Section one. Appointment.** The Honorable Tamara Tinney is appointed to serve as Presiding Judge of the Municipal Court.

**Section two. Compensation.** The Presiding Judge shall be compensated \$1200.00 monthly for performance of Duties described in section five.

**Section three. Professional Development Training.** The City shall pay registration costs for judicial training required by the Texas Rules of Judicial Education. Such training shall be obtained through the Texas Municipal Courts Education Center and registration shall be coordinated through the Municipal Court Clerk. The City shall reimburse the Presiding Judge mileage based on the IRS standard mileage rate for travel to and from the training facility and for the reasonable costs of meals and incidentals, as determined by the City Manager, for each day the Presiding Judge attends training. Training is not considered performing duties and the Presiding Judge shall not be paid for training.

**Section four. Employee Benefits.** The Presiding Judge is not a City employee and shall not be entitled to participate in the City's employees' health insurance, retirement, or other employee benefits.

## **Section five. Duties.**

The Presiding Judge shall perform the duties as prescribed by the laws of the state of Texas, which shall include the following:

- (A) **Judicial:** Preside over arraignments; prosecutor/defendant pretrial conferences and hearings; and bench trials; and jury trials; process and issue orders, summons, warrants, capias, and capias pro fines; and attend to post conviction matters as prescribed by law.
- (B) **Administrative Duties:** Establish a "Standing Fine" schedule in accordance with City Code Section 42.33; establish dates court shall be in session; establish standing orders for the orderly disposition of cases and efficient management of the court's docket; and coordinate the administration of the court's docket and related matters with the municipal court clerk.
- (C) **Post Arrest Arraignments:** Preside over arraignments of defendants in the Burnet County Jail in those instances where the County Magistrate is prohibited by statute to accept a plea of guilty and adjudicate such defendant for a City of Burnet offense.

**Section six. Report to Council.** Each year, at a regularly scheduled, or special called, public meeting the Presiding Judge shall present a report to City Council. The report shall inform the Council on the efficiency of court operations and shall include information related to the number of cases filed the preceding year; the number of cases that were closed and are still pending in the court from the prior year; and related matters. The report shall not include information related to the collections of fines or revenue by the court. At the request of the City Manager the Presiding Judge may be required to provide supplemental reports to City Council.

**Section seven. Term of Office.** Subject to City Charter Section 4.03 F (entitled "removal of municipal court judge") Judge Tinney is appointed to serve the remainder of the current unexpired two-year term ending May 6, 2023. Pursuant to Texas Government Code Sec. 29.005, if City Council neither takes action to reappoint Judge Tinney, nor appoint another to the office, by the 91st day following the expiration of a term of office, Judge Tinney shall continue to serve for another term of office beginning on the date the previous term of office expired.

**Section eight. TOMA Compliance.** It is officially found, determined, and declared that the meeting at which this Resolution 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 Resolution, was given, all as required by Chapter 551 of the Texas Government Code.

**Section nine. Effective Date.** This Resolution shall become effective immediately upon approval and adoption.

Approved and adopted on the 26<sup>th</sup> day of October 2021

**CITY OF BURNET**

---

Crista Goble Bromley, Mayor

**ATTEST:**

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Kelly Dix, City Secretary



## Development Services

### ITEM 4.17

Leslie Kimbler  
Planner I  
512-715-3215  
lkimbler@cityofburnet.com

## Agenda Item Brief

**Meeting Date:** October 26, 2021

**Action Item:** Discuss and consider: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE “FINAL PLAT” OF DELAWARE SPRINGS SUBDIVISION, SECTION 24, A PROPOSED 51-LOT RESIDENTIAL SUBDIVISION CONSISTING OF APPROXIMATELY 25.92 ACRES: L. Kimbler

**Background:** The proposed Delaware Springs Subdivision Section 24 (Exhibit A) is a single-family residential subdivision located west of the intersection of US Hwy 281 and Delaware Springs Blvd. The proposed subdivision will include fifty-one (51) residential lots. The subdivision will consist of two new streets, “Tom Kite Drive” and “Crenshaw Court”.

The preliminary plat was approved by P&Z and City Council in December 2020 and construction plans were approved June of 2021.

**Information:** Texas Local Government Code 212.009 requires a plat to be approved, approved with conditions, or disapproved within 30 days after the date in which the plat application is accepted. The Texas LGC also states an applicant may extend the 30-day period to a period not to exceed 30 days if requested. After the extension, the plat must be considered for approval, approval with conditions or disapproval.

This plat application was accepted on August 12, 2021. Applicant requested the 30-day extension on September 9, 2021.

The proposed Final Plat of Delaware Springs Subdivision, Section 24 has been reviewed using Code of Ordinances Section 98-24 (Final Plats) as a guide. It has been found to comply with ordinance requirements relating to form and content.

**P&Z Report:** The Planning and Zoning Commission voted unanimously to recommend approval of the Delaware Springs Subdivision, Section 24 at its scheduled meeting on October 4, 2021.

**Recommendation:** Staff recommends approval of the Resolution R2021-55.

**RESOLUTION NO. R2021-55**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE “FINAL PLAT” OF DELAWARE SPRINGS SUBDIVISION, SECTION 24, A PROPOSED 51-LOT RESIDENTIAL SUBDIVISION CONSISTING OF APPROXIMATELY 25.92 ACRES**

**Whereas**, City Council has approved a preliminary plat of the Delaware Springs Subdivision, Section 24; and

**Whereas**, the Planning and Zoning Commission has made its recommendation on the final plat of the Delaware Springs Subdivision, Section 24; and

**Whereas**, the city staff and the city engineer have opined the application substantially complies with the subdivision ordinance; and

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

**Section 1. Findings.** The recitals to this Resolution are incorporated herein for all purposes.

**Section 2. Approval.** The final plat of the Delaware Springs Subdivision, Section 24, is hereby approved.

**Section 3. Recordation.** The final plat of Delaware Springs Subdivision, Section 24 shall not be recorded in the Public Records of Burnet County, Texas, until such time as the public infrastructure contemplated by said plat is completed and preliminarily accepted by City Council.

**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.

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

**PASSED AND APPROVED** this the 26<sup>th</sup> day of October, 2021.

**CITY OF BURNET, TEXAS**

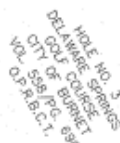
**ATTEST:**

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

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

## 25.95 ACRES

BURNET COUNTY, TEXAS



**LE GEND**

•	DONATE RECORDS (SEE NOTES)
•	RECORDS 1/2 ST. 9K SET
•	RECORDS 1/2 ST. 9K. TWO.
OZ	THROUGH ELEMENT
CORAL	CITY OF BARNETT CONCRETE
	ELEMENT
GARMENT	OFFICIAL PLUMB RECORDS OF BARNETT CONCRETE, TEXAS



UTILITY OF PROMOTED DISCOUNTS

UNLESS SHOWN OTHERWISE  
HEREON, THE FOLLOWING  
BUILDING SECTIONS SHALL  
APPLY:

FRONT YARD - 20 FT.  
SIDE STREET - 15 FT.  
SIDE YARD - 7.5 FT.  
REAR YARD - 25 FT.

UNLESS SUCH OTHERWISE  
HEREIN, THE FOLLOWING  
UTILITY EXPENDS SHALL

APPROX.  
FRONT YARD = 15 FT.  
SIDE STREET = 15 FT.

SOC WARD - 7.5 FT.  
PCB WARD - 2.5 FT.

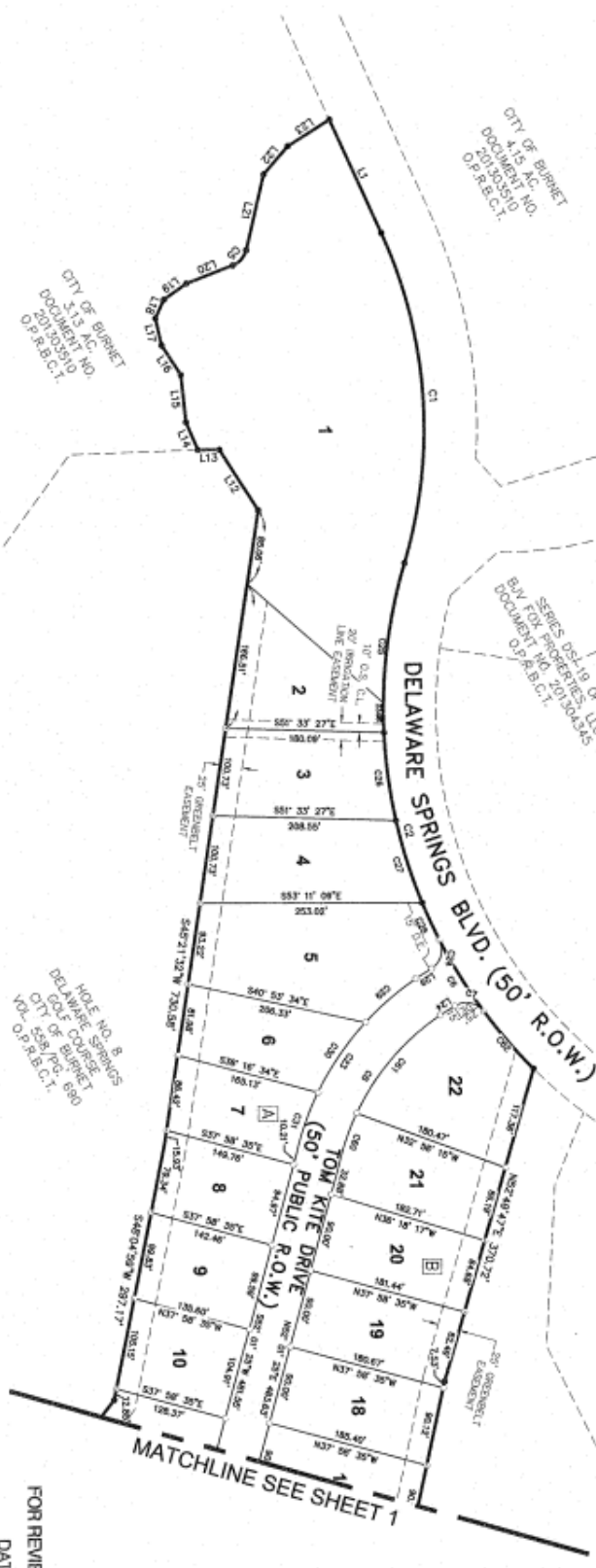
Percent $\beta$	Area
16	0.37 A.C.
17	0.38 A.C.
18	0.38 A.C.
19	0.37 A.C.
20	0.37 A.C.
21	0.38 A.C.
22	0.51 A.C.

DATE: 8-6-21

SHEET 1 OF 2

FINAL PLAT OF  
DELAWARE SPRINGS SUBDIVISION  
SECTION 24  
25.95 ACRES

OUT OF THE EUGENIO PEREZ SURVEY, SURVEY NO. 41, ABSTRACT NO. 672,  
THE SUSANO HERNANDEZ SURVEY NO. 40, ABSTRACT 398 AND  
THE WASHINGTON ANDERSON SURVEY NO. 10, ABSTRACT 29  
BURNET COUNTY, TEXAS



FOR REVIEW ONLY  
DATE: 8-6-21

LINE #	LENGTH	BEARING	AREA
L1	146.227'	N12°20'05"E	1.13 AC.
L2	146.227'	N12°20'05"E	1.13 AC.
L3	146.227'	N12°20'05"E	1.13 AC.
L4	146.227'	N12°20'05"E	1.13 AC.
L5	146.227'	N12°20'05"E	1.13 AC.
L6	146.227'	N12°20'05"E	1.13 AC.
L7	146.227'	N12°20'05"E	1.13 AC.
L8	146.227'	N12°20'05"E	1.13 AC.
L9	146.227'	N12°20'05"E	1.13 AC.
L10	146.227'	N12°20'05"E	1.13 AC.
L11	146.227'	N12°20'05"E	1.13 AC.
L12	146.227'	N12°20'05"E	1.13 AC.
L13	146.227'	N12°20'05"E	1.13 AC.
L14	146.227'	N12°20'05"E	1.13 AC.
L15	146.227'	N12°20'05"E	1.13 AC.

LINE #	BEARING	ARC LENGTH	CHORD LENGTH	WARRANT	DELTA
C1	S34.54°	162.54'	277.64'	201.48'	041°10'30"
C2	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C3	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C4	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C5	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C6	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C7	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C8	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C9	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C10	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C11	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C12	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C13	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C14	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C15	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C16	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C17	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C18	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C19	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C20	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C21	S79.43°	162.54'	277.64'	201.48'	041°10'30"

LINE #	BEARING	ARC LENGTH	CHORD LENGTH	WARRANT	DELTA
C22	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C23	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C24	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C25	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C26	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C27	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C28	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C29	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C30	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C31	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C32	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C33	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C34	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C35	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C36	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C37	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C38	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C39	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C40	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C41	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C42	S79.43°	162.54'	277.64'	201.48'	041°10'30"

LINE #	BEARING	ARC LENGTH	CHORD LENGTH	WARRANT	DELTA
C43	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C44	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C45	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C46	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C47	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C48	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C49	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C50	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C51	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C52	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C53	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C54	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C55	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C56	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C57	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C58	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C59	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C60	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C61	S79.43°	162.54'	277.64'	201.48'	041°10'30"
C62	S79.43°	162.54'	277.64'	201.48'	041°10'30"

## 25.95 ACRES

BURNET COUNTY, TEXAS

STATE OF TEXAS:  
COUNTY OF DALLAS:

[illegible]

WITNESS MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

DELAWARE SPRINGS INVESTMENTS, LLC  
24 SOUTH BOND, STE. 504  
MIDLAND, TEXAS 79705

STATE OF TEXAS  
COUNTY OF BLUMEN

DATE UNDER MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

WHEN UNDER MY HAND THIS DAY OF 20

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PLANT NOTES:

- [illegible]

**SAFETY DATA SHEET**

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAN IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE CHEDDAR, AND THAT ALL NECESSARY SURVEY MEASUREMENTS ARE CORRECTLY SET OR FOUND AS SHOWN HEREON.

GEORGE L. LUCAS,  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4180  
STATE OF TEXAS  
CELDO SURVEYING, FIRM REGISTRATION NO. 10192875  
2205 SCHOENCRIST PATH  
NEW BRUNNEN, TEXAS 76130  
OFFICE (512) 636-4887

## ENCOUNTER

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAN.

FLUO ELIZONDO, JR., REGISTERED PROFESSIONAL ENGINEER NO. 69978  
CLAUDIO CONSULTANTS, LTD. FIRM REGISTRATION NO. F-3524  
3601 WILE CROSSING, SUITE A  
WILE, TEXAS 78660  
OFFICE: (512) 312-5040

STATE OF TEXAS  
COUNTY OF BURNET

THE ATTACHED PRELIMINARY PLAN OF "TELMARINE SPRINGS SUBDIVISION SECTION 24" HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BARNET, TEXAS AT ITS MEETING ON THE DAY OF \_\_\_\_\_, 2000. THIS PRELIMINARY PLAN SHALL NOT BE FILED IN THE CLERK AND RECORDER'S OFFICE FOR BARNET COUNTY, TEXAS.

DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES  
CITY OF BIRMINGHAM

STATE OF TEXAS:  
COUNTY OF BURNETT:

THE ATTACHED PLAT OF "DANIELA" SERRINOS SUBDIVISION, SECTION 24<sup>th</sup>, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF BURLET, TEXAS AT ITS MEETING ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2000, AND IS HEREBY RECOMMENDED BY SUCH COMMISSION TO THE CITY COUNCIL OF BURLET, TEXAS FOR ITS CONSIDERATION FOR ACCEPTANCE OF THE DEDICATION OF LANDS FOR PUBLIC USE AS INDICATED AND APPROVAL OF THE PLAT.

**CRAIG LINCOLN, PLANNING AND ZONING COMMISSION CHAIRMAN**

STATE OF TEXAS  
CITY OF BURBANK

THE COUNCIL OF THE CITY OF BURNETT, TEXAS AT ITS MEETING ON THE 20TH DAY OF MAY, 1930, AND WAS DULY CONSIDERED AND FOUND TO COMPLY WITH THE LAWS AND STATUTES OF THE STATE OF TEXAS, AND THE CITY ORDINANCES OF THE CITY OF BURNETT, TEXAS. THE CITY COUNCIL OF THE CITY OF BURNETT, TEXAS HEREBY ACCEPTS THE DONATION OF LANDS FOR PUBLIC USE AS INDICATED AND APPROVES THIS PLAN:

2015

WILLI WILLY, 5117 26th Avenue

CHRISTY BRONKHORST, MANOR

FOR REVIEW ONLY

DATE: 8-6-21