



## 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 **14<sup>th</sup> day of December, 2021** at **6:00** p.m. in Council Chambers, located at the Burnet Municipal Airport, 2402 S. Water Street, Burnet, Tx.

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:** None.

### **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 November 16<sup>th</sup>, 2021 Regular City Council Meeting Minutes

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

3.1) Public Hearing: The City Council of the City of Burnet shall conduct a public hearing to receive testimony and comments from members of the public on the merits of a request to amend the City's Future Land Use Map for property located at 1001 N

Hill Street (Legal Description: BEING LOTS TEN, ELEVEN AND TWELVE, IN THE KINCHELOE ADDITION) from its current designation of “Residential” to a designation of “Commercial”.: L. Kimbler

3.2) 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 1001 N Hill Street (Legal Description: BEING LOTS TEN, ELEVEN AND TWELVE, IN THE KINCHELOE ADDITION). The request is to rezone the property from its present designation of Single-Family Residential – District “R-1” to a designation of Light Commercial – District “C-1” with a conditional use permit for “Clinic and Safety Services”. L. Kimbler

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

4.1) Discuss and consider action: Authorize the Fire Department to purchase a Ford F350 Type 1 Ambulance from Frazier Ambulance: M. Ingram

4.2) Discuss and consider action: Authorization to proceed with submittal of an application for a FEMA SAFER Grant (Staffing for Adequate Fire and Emergency Response): M. Ingram

4.3) Discuss and consider action: Appoint members to the Burnet Board of Adjustments: K. Dix

4.4) Discuss and consider action: Request creation of a program to assist citizens who are in violation of the property maintenance code due to physical and/or financial limitations: P. Thurman

4.5) Discuss and consider action: Request for approval of the purchase of a Camel Combo unit from Patterson Equipment through the TML BuyBoard: A. Burdell

4.6) Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF BURNET, TEXAS, AUTHORIZING PROFESSIONAL SERVICE PROVIDER(S) SELECTION (GRANT WRITER) FOR TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) COMMUNITY DEVELOPMENT BLOCK GRANT-CORONAVIRUS (CDBG-CV) COMMUNITY RESILIENCY PROJECT (CRP): D. Vaughn

4.7) Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF BURNET, TEXAS, REJECTING ALL STATEMENT OF QUALIFICATIONS (RFQ2021-03) FOR PROFESSIONAL SERVICE (ENGINEERING/ARCHITECTURAL) FOR TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) COMMUNITY DEVELOPMENT BLOCK GRANT-CORONAVIRUS (CDBG-CV) COMMUNITY RESILIENCY PROJECT (CRP); AND AUTHORIZE AND DIRECT THE CITY MANAGER TO COORDINATE THE SELECTION PROCESS IN ACCORDANCE WITH TDHCS CDBG-CV REQUIREMENTS: D. Vaughn

4.8) Discuss and consider action: Award of Street Paving Project Bid: M. Miller

4.9) Discuss and consider action: A First Amendment to the Interlocal Agreement between Burnet Consolidated Independent School District and the City of Burnet for School Resource Officers: D. Vaughn

4.10) Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF BURNET, TEXAS ACCEPTING A PETITION FOR ANNEXATION OF REAL PROPERTY LOCATE NORTH OF THE CITY LIMITS AND WEST OF US ROUTE 281, BEING MORE PARTICULARLY DESCRIBED AS A 69.275-ACRE TRACT OF LAND OUT OF JOHN HAMILTON SURVEY, NO. 1, ABSTRACT NO 405, THE THOMAS ALLEY SURVEY NO. 410, ABSTRACT NO. 35, AND THE JOSE MARIA MUSQUEZ SURVEY NO. 1, ABSTRACT NO. 581, BURNET COUNTY, TEXAS; AND AUTHORIZING THE INITIATION OF PROCEEDINGS TO ANNEX THE REAL PROPERTY: H. Erkan

4.11) Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2012-09 AND THE FUTURE LAND USE MAP OF THE CITY OF BURNET BY ASSIGNING A DESIGNATION OF "COMMERCIAL" FOR THE PROPERTY AT 1001 NORTH HILL STREET (LEGAL DESCRIPTION: BEING LOTS TEN, ELEVEN AND TWELVE, IN THE KINCHELOE ADDITION); PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: L. Kimbler

4.12) 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 1001 NORTH HILL STREET (LEGAL DESCRIPTION: BEING LOTS TEN, ELEVEN AND TWELVE, IN THE KINCHELOE ADDITION). WITH LIGHT COMMERCIAL DISTRICT "C-1" WITH A CONDITIONAL USE PERMIT FOR "CLINIC AND SAFETY SERVICES; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: L. Kimbler

4.13) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE "FINAL PLAT" OF THE CROSSINGS AT 281 SUBDIVISION, A PROPOSED 2-LOT COMMERCIAL SUBDIVISION CONSISTING OF APPROXIMATELY 13.51 ACRES: L. Kimbler

4.14) Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AUTHORIZING THE ACCEPTANCE OF A PUBLIC UTILITY EASEMENT FROM H-E-B LOCATED NEAR THE INTERSECTION OF EAST POLK STREET AND SOUTH SILVER STREET: H. Erkan

4.15) Discuss and consider action: Authorize staff to enter into a vendor agreement with Opportunities for Williamson and Burnet Counties (OWBC) for the purpose of a Low Income Household Water Assistance Program (LIHWAP): D. Vaughn

4.16) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH THE FIRM FREESE AND NICHOLS TO PROVIDE PROFESSIONAL PLANNING SERVICES RELATED TO CREATING A NEW COMPREHENSIVE PLAN FOR THE CITY OF BURNET: D. Vaughn

4.17) Discuss and consider action: FIRST READING OF AN ORDINANCE AMENDING CITY OF BURNET CODE OF ORDINANCES, CHAPTER 118 (ENTITLED "ZONING" ) FOR THE PURPOSE OF CLARIFYING THAT RESIDENTIAL AND MULTIFAMILY USES ARE NOT ALLOWED IN LIGHT COMMERCIAL - DISTRICT "C-1" ; PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE. H. Erkan

**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 10<sup>th</sup> day of December 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 December 10, 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).*

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

On this the 16<sup>th</sup> day of November, 2021, the City Council of the City of Burnet convened in Special 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, Joyce Laudenschlager, Philip Thurman, Cindia Talamantez  
Absent Danny Lester, Mary Jane Shanes  
City Manager David Vaughn  
City Secretary Kelly Dix

Guests: Patricia Langford, Alan Burdell, Brian Lee, Mark Miller, Tony Nash, Leslie Kimbler, Jacob Thomas, Andrew Scott, Kelli Sames, Dan Brouillette

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

INVOCATION: Led by Mayor Bromley

PLEDGE OF ALLEGIANCE Led by Council Member Philip Thurman

PLEDGE TO TEXAS FLAG: Led by Council Member Philip Thurman

SPECIAL REPORTS/RECOGNITION: None.

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 October 26<sup>th</sup>, 2021 Regular City Council Meeting Minutes: Council Member Joyce Laudenschlager moved to approve the consent agenda as presented. Council Member Cindia Talamantez seconded. The motion carried unanimously.

PUBLIC HEARING:

Public Hearing: The City Council of the City of Burnet will conduct a public hearing to receive public testimony and comments on the merits of a proposed "Preliminary Plat" for 18.79 acres out of the Eugenio Perez Survey, No. 41, Abs., No. 672. The proposed "Preliminary Plat" will establish Delaware Springs Subdivision, Section 19, Phases 3 and 4, consisting of 43 residential lots: L. Kimbler: Mayor Bromley opened the public hearing and asked if anyone was interested in speaking, if so to approach the podium. There being no one wishing to speak, Mayor Bromley closed the public hearing.

EXECUTIVE SESSION: City Manager David Vaughn requested the Executive Session be moved to the beginning of the meeting to accommodate the City Attorney. Council Member Joyce Laudenschlager moved to convene to Executive Session at 6:04 p.m. Council Member Philip Thurman seconded. The motion carried unanimously.

Executive Session: Pursuant to Texas Government Code Sec. 551.071 the City Council of the City of Burnet shall convene in executive session to consult with the City Attorney pertaining to a proposed waterline construction agreement with The Simons Group of Texas Builders LLC: D. Vaughn.

RECONVENE TO REGULAR SESSION FOR POSSIBLE ACTION: Council Member Joyce Laudenschlager moved to re-convene to Regular Session at 6:34 p.m. Council Member Cindia Talamantez seconded. The motion carried unanimously.

Discuss and consider action: Direction to staff regarding the proposed water line construction agreement with The Simons Group of Texas Builders LLC: D. Vaughn: Council Member Philip Thurman made a motion to suspend the negotiations until the criminal charges at issue with the other party are concluded. Council Member Cindia Talamantez seconded. The motion carried unanimously.

ACTION ITEMS:

Discuss and consider action: Discuss and consider action: Approval and authorization to execute an Interlocal Agreement to participate in the Burnet County Hazard Mitigation Plan Update: D. Vaughn: Council Member

Philip Thurman moved to authorize and approve the execution of an interlocal agreement to participate in the Burnet County Hazardous Mitigation Plan Update as presented. Council Member Joyce Laudenschlager 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 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: Council Member Cindia Talamantez moved to approve and adopt Ordinance 2021-42 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 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: Council Member Philip Thurman moved to approve and adopt Ordinance 2021-43 as presented. Council Member Joyce Laudenschlager 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 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: Council Member Joyce Laudenschlager moved to approve and adopt Ordinance 2021-44 as presented. Council Member Cindia Talamantez seconded. The motion carried unanimously.

Discuss and consider action: Authorization and approval to purchase a Cues CCTV High Cube E550 16-foot Box Van from CLS Equipment Inc. A. Burdell: Council Member Philip Thurman moved to approve and authorize the purchase of the Cues CCTV High Cube E550 16-foot Box Van from CLS Equipment Inc., as presented. Council Member Joyce Laudenschlager seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, CONDITIONALLY APPROVING THE PRELIMINARY PLAT ESTABLISHING DELAWARE SPRINGS SUBDIVISION, SECTION 19, PHASES 3 AND 4, CONSISTING OF APPROXIMATELY 43 RESIDENTIAL LOTS ON APPROXIMATELY 18.79 ACRES OUT OF THE EUGENIO PEREZ SURVEY, NO. 41, ABS. NO. 672: L. Kimbler: Mayor Bromley informed all present that Council Member Ricky Langley had filed an Affidavit of Conflict of Interest with the City Secretary and abstained from the vote. Council Member Philip Thurman moved to approve Resolution R2021-56 as presented. Council Member Joyce Laudenschlager seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE “FINAL PLAT” OF PEPPER MILL SUBDIVISION, PHASE THREE, A PROPOSED 32-LOT RESIDENTIAL SUBDIVISION CONSISTING OF APPROXIMATELY 8.44 ACRES: L. Kimbler: Council Member Ricky Langley moved to approve Resolution No. R2021-57 as presented. Council Member Joyce Laudenschlager seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING A VARIANCE TO THE TECHNICAL CONSTRUCTION STANDARDS SECTION 210 STREET DESIGN CRITERIA AND SECTION 290 STREET LIGHT REQUIREMENT FOR EAGLE’S NEST, SECTION III, A 13 LOT RESIDENTIAL SUBDIVISION: L. Kimbler: Council Member Joyce Laudenschlager moved to approve Resolution No. R2021-58 as presented. Council Member Ricky Langley seconded. The motion carried unanimously.

Discuss and consider action: A contract with Austin Turf and Tractor for equipment purchases for Delaware Springs Golf Course: T. Nash: Council Member Cindia Talamantez moved to approve the contract with Austin Turf and Tractor for equipment purchase as presented. Council Member Philip Thurman seconded. The motion carried unanimously.

Discuss and consider action: Proposal for Professional Engineering Services with KSA Engineers for a new box hangar: A. Field: Council Member Ricky Langley moved to approve the proposal for Professional Engineering Services with KSA Engineers for a new box hangar as presented. Council Member Cindia Talamantez seconded. The motion carried unanimously.

Discuss and consider action: Authorization to hire a full time City Engineer: D. Vaughn: Council Member Ricky Langley moved to approve and authorize the hiring of a full time City Engineer. Council Member Cindia Talamantez seconded. The motion carried unanimously.

Discuss and consider action: Direction to City staff pertaining to a possible amendment to the zoning code increasing the minimum lot width in the single-family residential 1 – District “R-1”: D. Vaughn: Council Member Ricky Langley move to approve the amendment to the zoning code increasing the minimum lot width in the single-family residential 1 – District “R-1”, as presented. Council Member Joyce Laudenschlager seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, ASSIGNING A MUNICIPAL COURT ASSOCIATE JUDGE TO SERVE IN THE ABSENCE OF THE PRESIDING JUDGE: H. Erkan, Jr.: Council Member Joyce Laudenschlager moved to approve Resolution No. R2021-59 appointing the Honorable Roxanne Nelson as Associate Judge as presented. Council Member Philip Thurman seconded. The motion carried unanimously.

Discuss and consider action: Request for the Police Department to pursue and accept a National Rifle Association (NRA) 2021/2022 Grant for department equipment and/or programs: B. Lee: Council Member Philip Thurman moved to approve and authorize the Police Department to pursue and accept a National Rifle Association (NRA) 2021/2022 Grant for department equipment and/or programs as presented. Council Member Ricky Langley seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION OF VOTES CAST BY THE CITY COUNCIL, OF THE CITY OF BURNET, TO ELECT DIRECTORS FOR THE BURNET CENTRAL APPRAISAL DISTRICT FOR THE YEAR 2022-2023: K. Dix: Mayor Crista Goble Bromley moved to approve Resolution No. R2021-60 casting one hundred and thirty one (131) votes for Philip Thurman as presented. Council Member Ricky Langley seconded. The motion carried unanimously.

Discuss and consider action: Authorization to proceed with the Texas Community Resiliency Program: D. Vaughn: Council Member Joyce Laudenschlager moved to approve and authorize staff to proceed with the Texas Community Resiliency Program as presented. Council Member Cindia Talamantez 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: None.

ADJOURN: There being no further business a motion to adjourn was made by Council Member Cindia Talamantez at 7:39 p.m. Seconded by Council Member Joyce Laudenschlager. The motion carried unanimously.

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Crista Goble Bromley, Mayor

**ATTEST:**

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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:** December 14, 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 amend the City's Future Land Use Map for property located at 1001 N Hill Street (Legal Description: BEING LOTS TEN, ELEVEN AND TWELVE, IN THE KINCHELOE ADDITION) from its current designation of "Residential" to a designation of "Commercial".: L. Kimbler

**Background:** This property is located near the intersection of North Hill Street and East Graves Street (see Exhibit A). The property is the site of the Sunshine House, also known as the Hill Country Children's Advocacy Center. The center is a resource for children who are victims of crimes. The center provides forensic interviewing and counseling services.

The applicant is seeking the requested amendment to the FLUM to obtain a zoning change to allow for the development of a new building. They have outgrown their current building and will be utilizing a vacant portion of their property to expand their current operations. The applicant is requesting a change from Single Family Residential – District "R-1" to Light Commercial – District "C-1" with a conditional use permit for "Clinic and Safety Services".

The City's Future Land Use Map for this property is designated as Residential and the requested Future Land Use amendment must be approved before the zoning change request can be approved (next item on the agenda).

**Staff Analysis:** The property is currently an empty lot, measuring approximately 0.75 of an acre. This is large enough for the expected expansion of the applicant's building.

The Future Land Use Map calls for the subject tract to be Residential. This tract would be bounded by other Future Land Uses of Residential on the west and south sides. The property would be bounded to the north and east by a Future Land Use designation of Government (see Exhibit B).

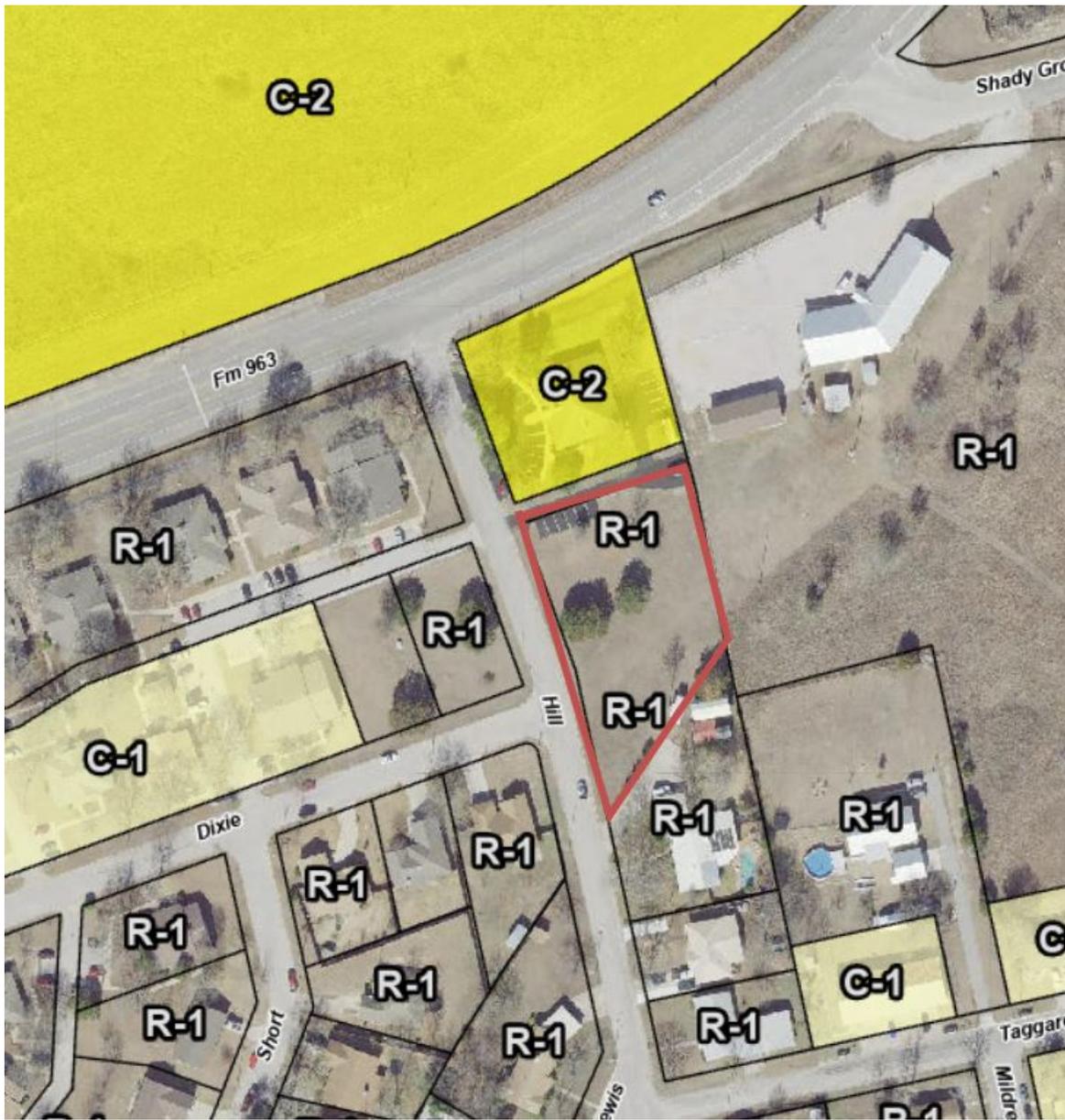
**Public Notification:** A Notice of Public Hearing was published in the Burnet Bulletin on December 8, 2021, and written notices were mailed to twelve (12) surrounding property owners within 200 feet of the subject property.

During the Planning and Zoning's Public Hearing, one neighboring citizen did express his concerns and requested further information on the intent of the project. The citizen did state that, at this moment, he did not oppose or support the request. No further responses in favor or opposition have been received at this time.

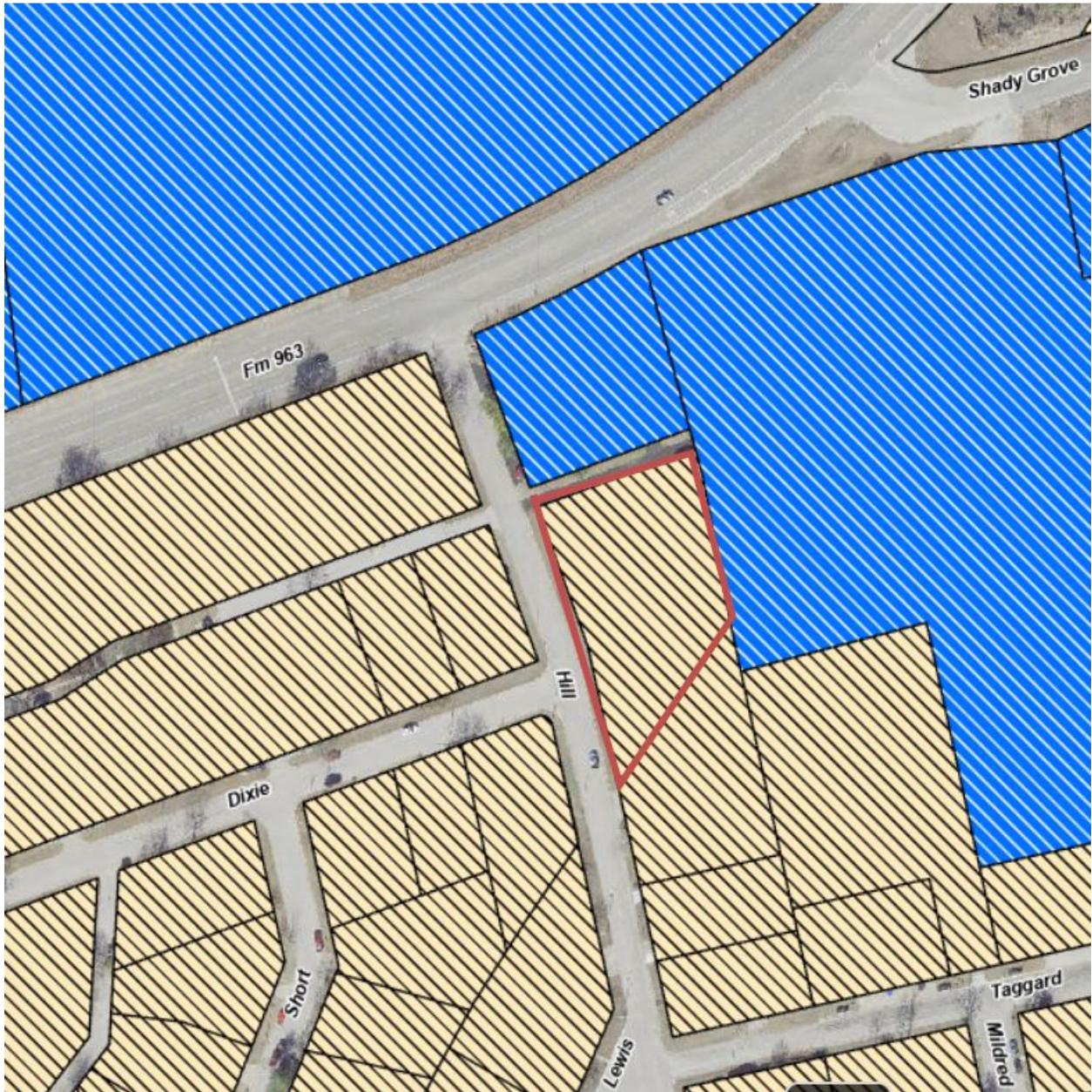
**P&Z Report:**

P&Z conducted a scheduled public hearing and recommended approval of the requested Future Land Use amendment on December 6, 2021.

Exhibit "A"  
Location & Current Zoning Map



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



Government



Commercial



Residential



Industrial

# Public Hearing

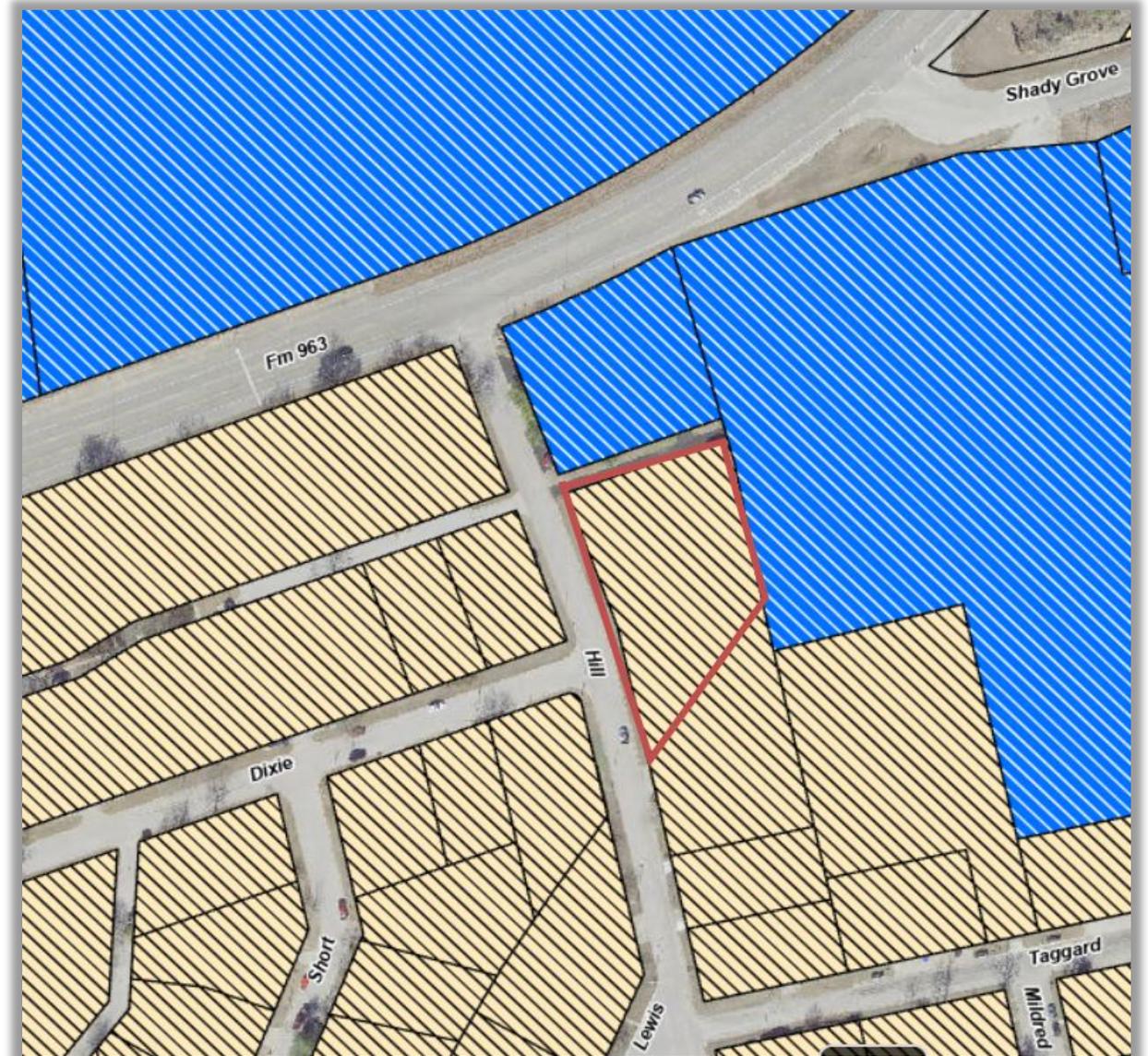
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The City Council of the City of Burnet shall conduct a public hearing to receive testimony and comments from members of the public on the merits of a request to amend the City's Future Land Use Map for property located at 1001 N Hill Street (Legal Description: BEING LOTS TEN, ELEVEN AND TWELVE, IN THE KINCHELOE ADDITION) from its current designation of "Residential" to a designation of "Commercial".

# Public Hearing

## Information:

- Current FLUM:  
Residential
- Requested FLUM:  
Commercial
  
- ❖ Property is owned by the Hill Country Children's Advocacy Center – HC CAC is a resource for children who are victims of crimes
  
- ❖ HC CAC is seeking to expand their current operations
  
- ❖ HC CAC requesting rezone from R-1 to C-1 with CUP for "Clinic and Safety Services"



# Public Hearing

## Future Land Use Map:



Government

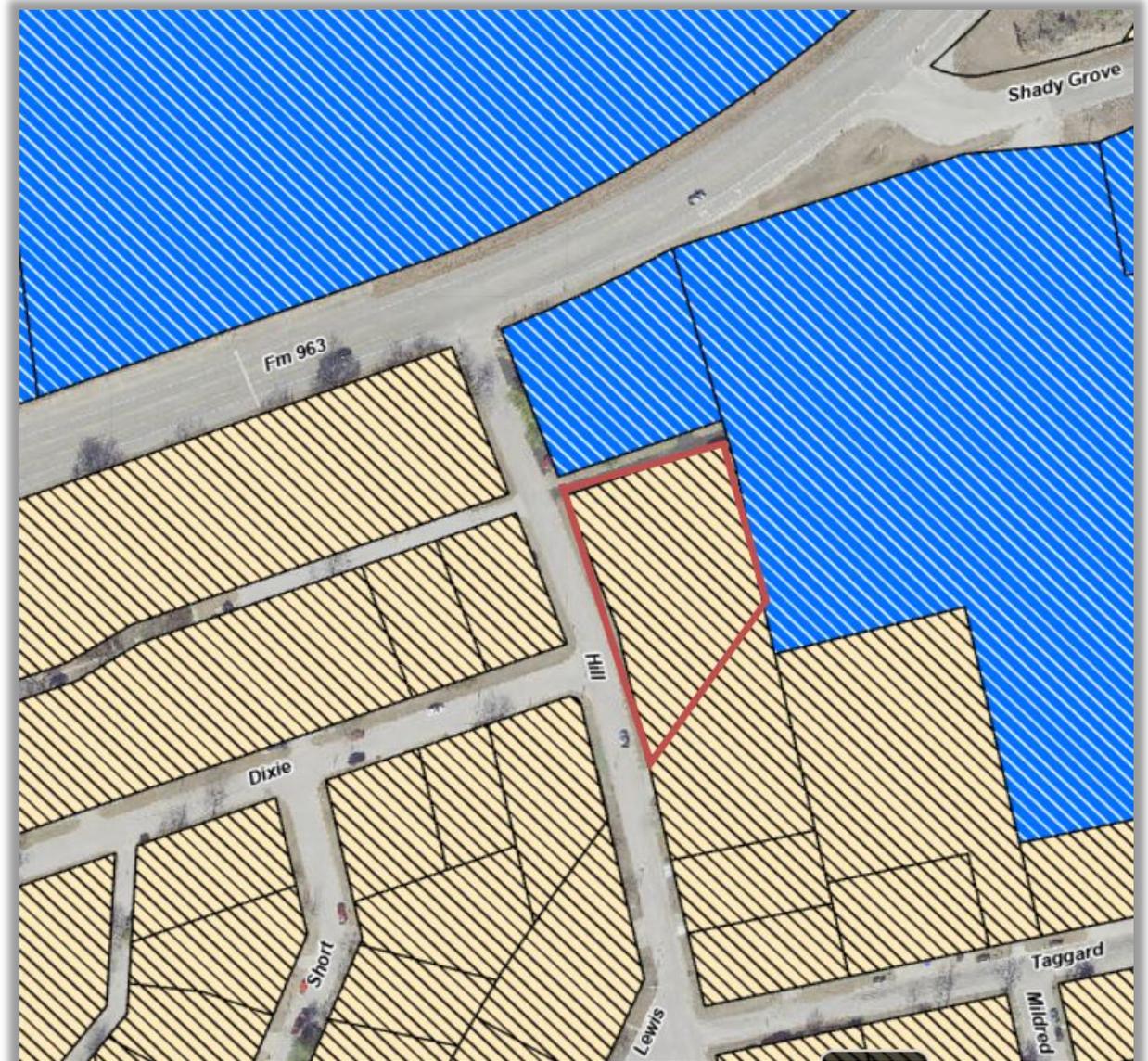
Commercial

Residential

Open Space

	North	South	East	West
<b>Zoning</b>	"C-2"	"R-1"	"R-1"	"R-1"
<b>FLUM</b>	Government	Residential	Government	Residential
<b>Land Use</b>	Clinic and Safety Service	Single-Family Residential	Church	Storage Units

The City's Future Land Use Plan for this property is designated as Residential and the requested Future Land Use amendment must be approved before the zoning change request can be approved.

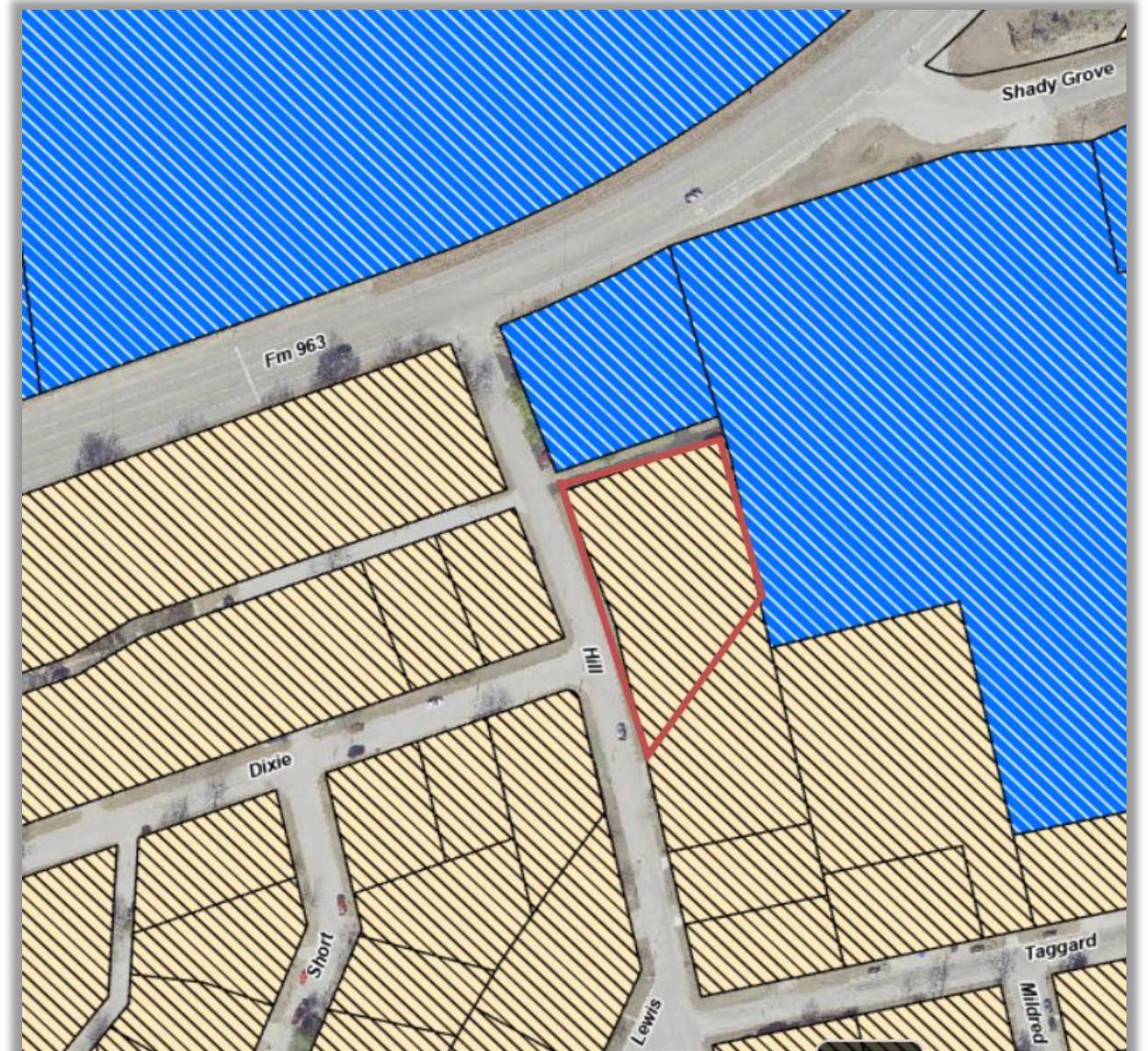


# Action Item

## Public Notification:

- Written notices were mailed to 12 surrounding property owners.
- One citizen spoke at P&Z – did not oppose or support, but did request further information

P&Z recommended approval of the requested FLUM amendment on December 6, 2021



# Public Hearing

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**PUBLIC HEARING**



## Development Services

### ITEM 3.2

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

### Agenda Item Brief

**Meeting Date:** December 14, 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 1001 N Hill Street (Legal Description: BEING LOTS TEN, ELEVEN AND TWELVE, IN THE KINCHELOE ADDITION). The request is to rezone the property from its present designation of Single-Family Residential – District “R-1” to a designation of Light Commercial – District “C-1” with a conditional use permit for “Clinic and Safety Services”. L. Kimbler

**Background:** This property is located near the intersection of North Hill and East Graves Street. The property is the site of the Sunshine House, also known as the Hill Country Children’s Advocacy Center. The Center is a resource for children who are victims of crimes. The Center provides forensic interviewing and counseling services.

**Information:** The applicant is seeking the requested zoning to allow for the development of a new building. They have outgrown their current building and will be utilizing a vacant portion of their property to expand their current operations. The applicant is requesting a change from Single Family Residential- District “R-1” to Light Commercial- District “C-1” with a Conditional Use Permit for “Clinic and Safety Services”.

**Staff Analysis:** The Future Land Use Map (Exhibit B) designation for the area is Commercial. The item prior to this item on the agenda is a request to amend the City’s Future Land Use Map. If approved Light Commercial – District “C-1” would be appropriate for this area.

Properties adjacent to the subject property are zoned as follows:

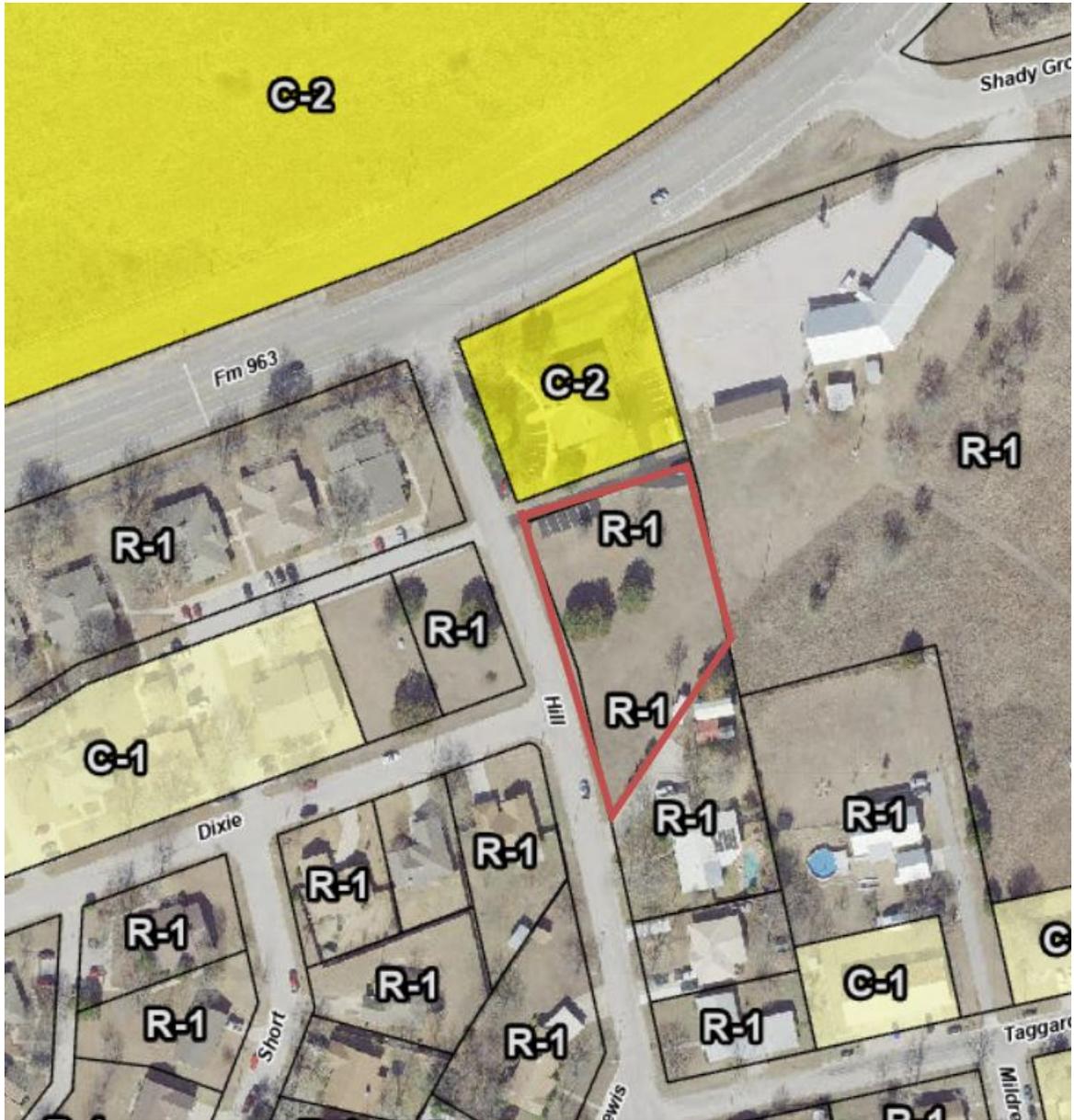
	North	South	East	West
<b>Zoning</b>	“C-2”	“R-1”	“R-1”	“R-1”
<b>FLUM</b>	Government	Residential	Government	Residential

<b>Land Use</b>	Safety Services Office	Residential	Church	Multi-Family
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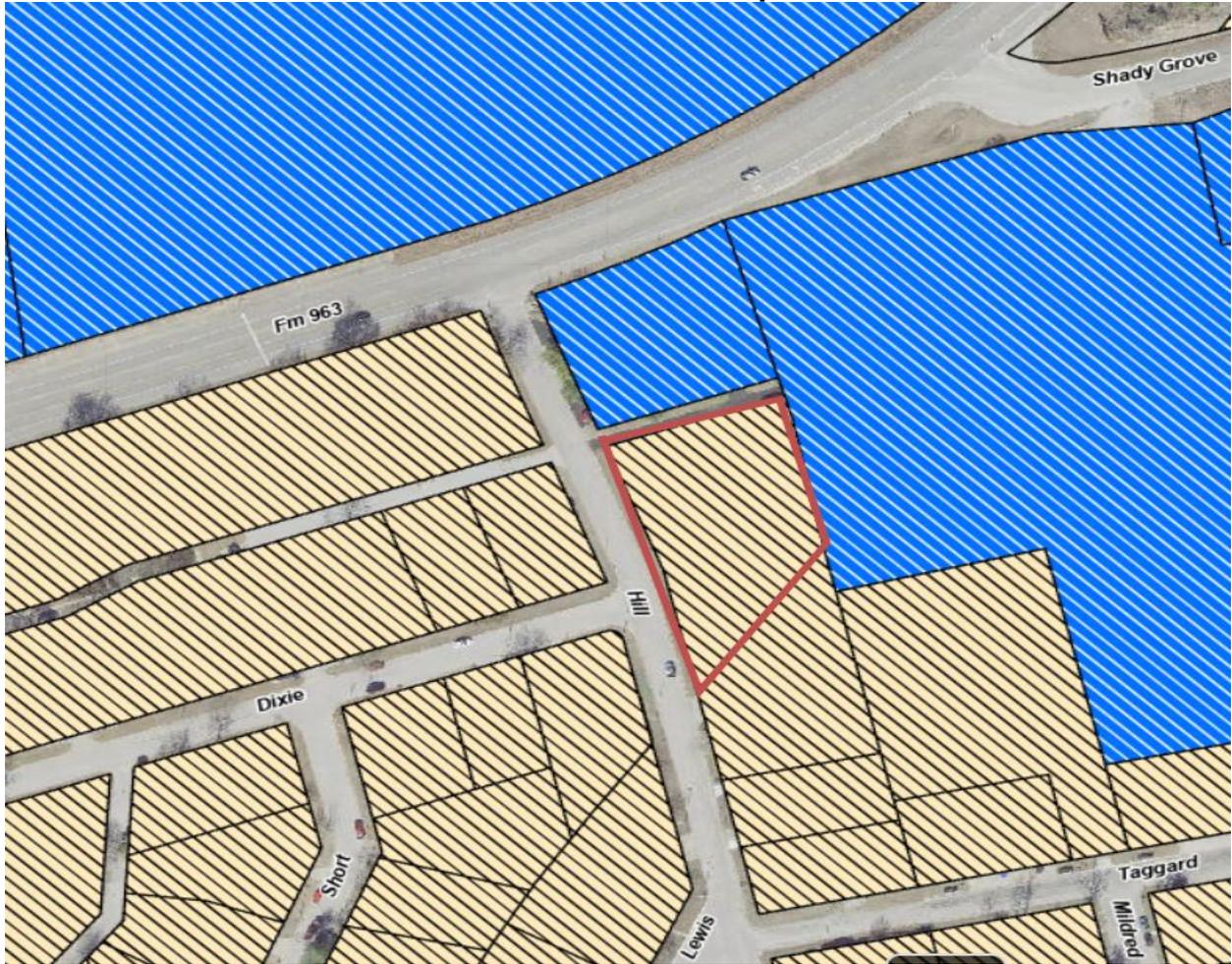
**Public Notification:** A Notice of Public Hearing was published in the Burnet Bulletin on December 8, 2021, and written notices were mailed to twelve (12) surrounding property owners within 200 feet of the subject property. There have been zero responses in favor and zero responses in opposition.

**P&Z Report:** P&Z conducted a scheduled public hearing and recommended approval of the requested zone change on December 6, 2021.

Exhibit "A"  
Location & Current Zoning Map



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



Government



Commercial



Residential



Industrial

# Public Hearing

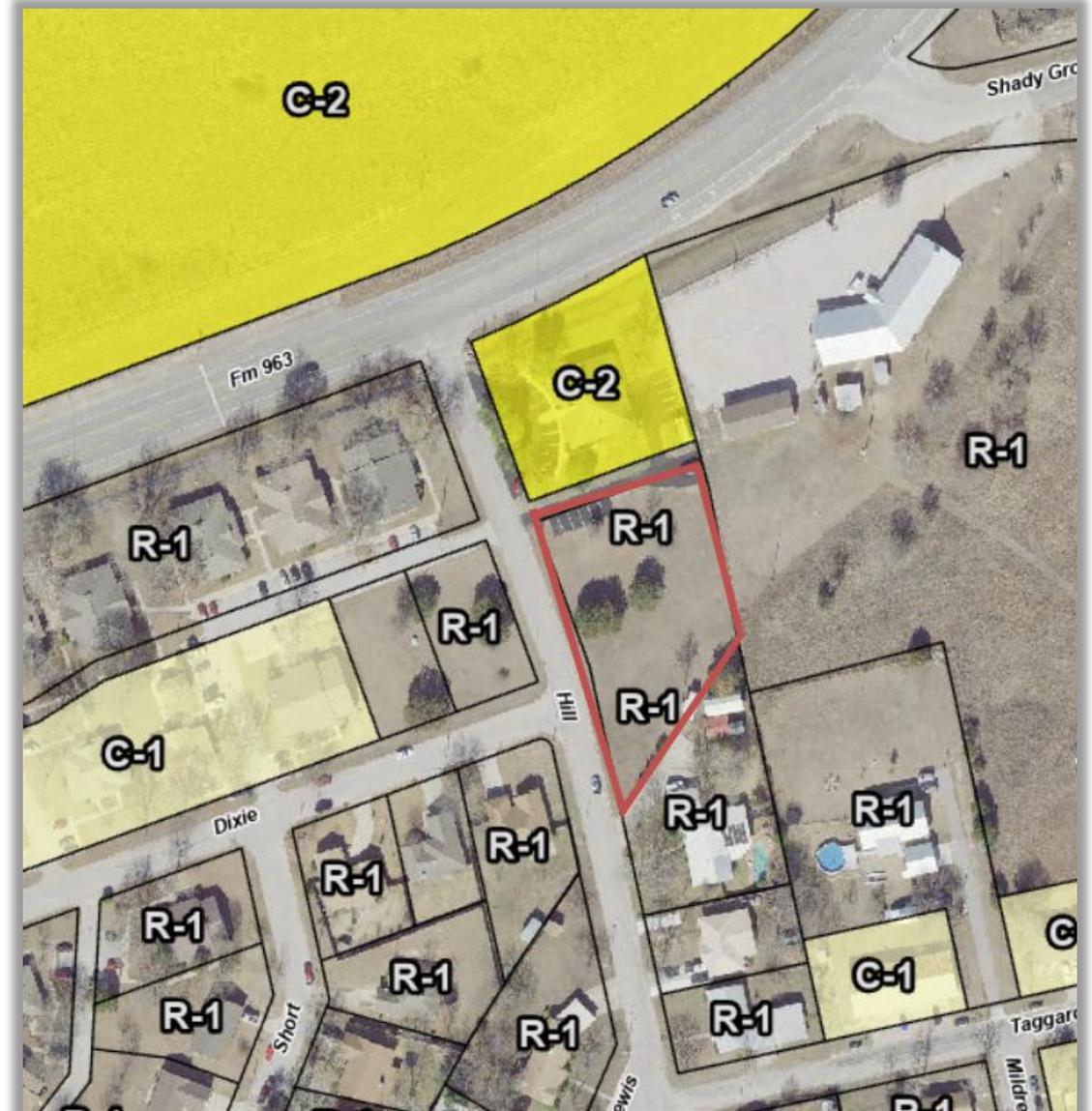
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The City Council of the City of Burnet shall conduct a public hearing to receive testimony and comments from members of the public on the merits of a request to rezone property located 1001 N Hill Street (Legal Description: BEING LOTS TEN, ELEVEN AND TWELVE, IN THE KINCHELOE ADDITION). The request is to rezone the property from its present designation of Single-Family Residential – District “R-1” to a designation of Light Commercial – District “C-1” with a conditional use permit for “Clinic and Safety Services”.

# Public Hearing

## Information:

- Current Zoning:  
Single-Family Residential – “R-1”
- Requested Zoning:  
Light Commercial – District “C-1” with Conditional Use permit to allow “Clinic and Safety Services”
  - ❖ Allow for the expansion of the Hill Country Children’s Advocacy Center where they provide forensic interviewing, counseling and other safety services to children who were victims of crime



# Public Hearing

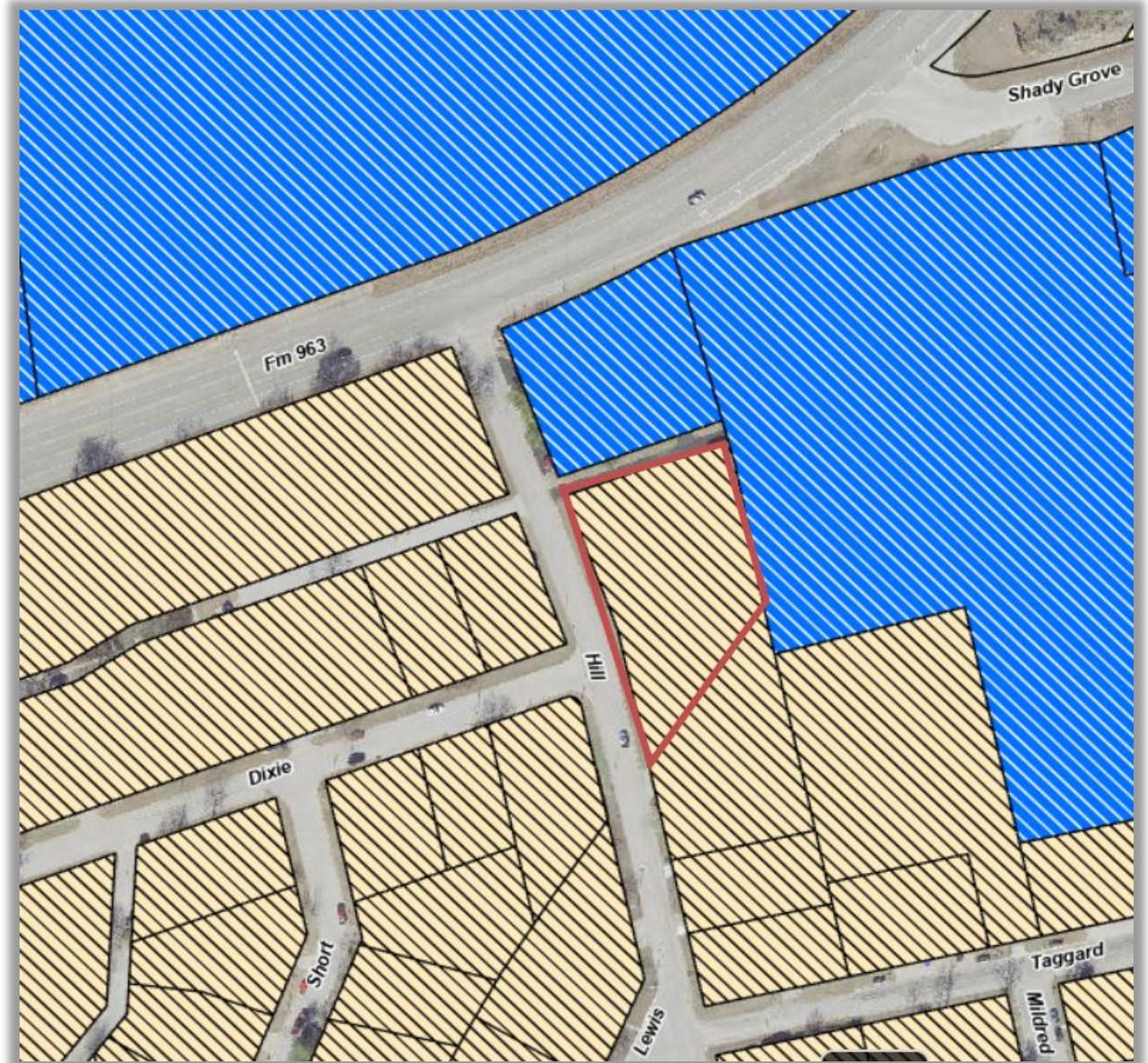
## Future Land Use Map:



Government    Commercial    Residential    Open Space

	North	South	East	West
<b>Zoning</b>	"C-2"	"R-1"	"R-1"	"R-1"
<b>FLUM</b>	Government	Residential	Government	Residential
<b>Land Use</b>	Safety Services Office	Single-Family Residential	Church	Multi-Family

Request for FLUM amendment would allow for the proposed Light Commercial – District "C-1" zoning to be appropriate for this area.



# Public Hearing

## Public Notification:

- Written notices were mailed to 12 surrounding property owners
- No responses in support or opposition have been received

P&Z conducted a scheduled public hearing and recommended approval of the requested zone change on December 6, 2021.



# Public Hearing

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**PUBLIC HEARING**



## Development Services

## ITEM 3.3

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

### Agenda Item Brief

**Meeting Date:** December 14, 2021

**Agenda Item:** Public Hearing: The City Council of the City of Burnet, Texas shall hold a public hearing to receive testimony and comments from members of the public on the merits of a proposed amendment to the City of Burnet's Code of Ordinances Chapter 118 (Entitled "Zoning") Section 118-41 (Entitled "Light Commercial – District C-1"). H. Erkan

**Background:** City Council, by adoption of City Code Sec. 118-45, established the Light Commercial – District "C-1". Subsection 118-45(a) reads as follows:

- (a) *Purpose and permitted uses. This district allows a mix of commercial uses including, retail, office, light commercial, and similar uses **excluding residential and multifamily**. This district allows the retail sale of goods and products (in the following listed use areas) to which value has been added onsite, **including those uses permitted in the "NC" neighborhood commercial district**, sales of goods and services outside of the primary structure as customary with the uses specifically listed, and the following:*

Please note that the first sentence of Sec. 110-45(a) states uses permitted in the district "[excludes] residential and multifamily". The second sentence in the subsection provides permitted uses in the district "[includes] those uses permitted in the NC neighborhood commercial district. The list of uses permitted in the NC neighborhood commercial district exposes the conflict as follows:

Sec. 118-44. Neighborhood commercial—District "NC".

- (a) This district allows for a variety of commercial uses that will serve as a transitional zone between residential and less intense commercial uses. Permitted uses will be those of a less intense nature that will aesthetically blend with the residential character of the area while permitting commercial enterprises. These uses will include accountants, barber or beauty shops, and the following:
- (1) Parks and playgrounds.
  - (2) Community residential facilities with eight or fewer persons.
  - (3) Day-care homes with 12 or fewer children.
  - (4) **Single-family dwellings.**
  - (5) **Residential accessory buildings and uses.**
  - (6) Churches and temples.
  - (7) Credit union offices.

- (8) Doctor or dental offices.
- (9) Bed and breakfast.
- (10) Fire stations.
- (11) Libraries.
- (12) Public and private schools and colleges.
- (13) **Duplexes.**
- (14) **Triplex and four-plex multifamily.**
- (15) Convents and monasteries.
- (16) Small insurance offices.
- (17) Lawyer's offices.
- (18) Optician or optometrist offices.
- (19) Public parking areas.
- (20) Real estate offices.
- (21) Uses as determined by the commission and the council which are closely related and similar to those listed and that are not likely to create any more offensive noise, vibration, dust, heat, smoke, odor, glare, or other objectionable influences than the minimum amount normally resulting from listed uses permitted.

**Information:** This ordinance resolves the ambiguity in City Code Sec. 118-45(a) by inserting a textural change to the code clarifying Council's intent that in Light Commercial – District "C-1" "NC" neighborhood commercial district uses are allowed, except single family dwellings, residential accessory buildings and uses, duplex, triplex or fourplex or multifamily uses.

**Fiscal Impact** No fiscal impact is anticipated.

**Recommendation:** Conduct Public Hearing



## Fire Department

## ITEM 4.1

Mark Ingram  
City Manager  
512-756-2662  
dmingram@cityofburnet.com

### Agenda Item Brief

- Meeting Date:** December 14, 2021
- Agenda Item:** Discuss and consider action: Authorize the Fire Department to purchase a Ford F350 Type 1 Ambulance from Frazier Ambulance: M. Ingram
- Background:** Purchase budgeted in the FY2021-2022 Budget
- Information:** The Burnet Fire Department budgeted for the replacement of the current Med 1 Ambulance for fiscal year 2021-2011. Due to industry wide slow downs, the estimated date of delivery for the new ambulance will be September 2022 if ordered now.
- Fiscal Impact:** The estimated purchase price for the new ambulance is \$210,000.00.
- Recommendation:** Authorization to proceed with the purchase of the Ford F350, Type 1 Ambulance from Frazier Ambulance as presented.



## Fire Department

## ITEM 4.2

Mark Ingram  
City Manager  
5112-756-2662  
mingram@cityofburnet.com

### Agenda Item Brief

- Meeting Date:** December 14, 2021
- Agenda Item:** Discuss and consider action: Authorization to proceed with submittal of an application for a FEMA SAFER Grant (Staffing for Adequate Fire and Emergency Response): M. Ingram
- Background:**
- Information:** The Fire Department submittal would request grant funding for three Paramedic Firefighters and three EMT Firefighters. The SAFER grant would pay 75% of the six positions salaries for the first and second year of the grant. The third year the grant would pay 35% of the salaries for the positions. If awarded, the grant funding would be implemented for fiscal year 2022-2023 allowing staff to budget for the salary savings.
- This grant will provide significant salary cost savings for the Burnet Fire Department for the next three years.
- Fiscal Impact:** The estimated salary expense that would need to be budgeted for fiscal year 2022-2023 for the six positions would be approximately \$84,688.00. The same amount would be budgeted for fiscal year 2023-2024 and fiscal year 2024-2026 would need to budget for approximately \$111,789.00 for the six positions.
- Recommendation:** To be determined by Council



## Administration

## ITEM 4.3

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

### Agenda Item Brief

- Meeting Date:** December 14, 2021
- Agenda Item:** Discuss and consider action: Appoint members to the Burnet Board of Adjustments: K. Dix
- Background:** The Board of Adjustments is a board of the City with five members and two alternates.
- The Board is established by ordinance consistent with State Code 211.008. The Board has the power to hear and determine appeals concerning the refusal of building permits, appeals resulting from administrative decisions and to permit exception, or variation from zoning regulations.
- Information:** There are four members due to complete their term on the Board of Adjustments as follows:
- Joy Taylor  
Kim Winkler  
Paul Shell  
Cesar E. Arreaza
- All four have expressed a desire to serve another term.
- Additionally, this board is the last board needing to have the term end month moved to June so that all City board appointments are done in the same month of the year.
- Upon approval by the Council the Board of Adjustment members would have the following term end dates:
- |                  |           |
|------------------|-----------|
| Joy Taylor       | June 2022 |
| Kim Winkler      | June 2023 |
| Paul Shell       | June 2022 |
| Tommy J. Gaut    | June 2022 |
| Calib Williams   | June 2023 |
| Cesar E. Arreaza | June 2023 |
| Vacant           | June 2022 |
- Fiscal Impact:** None.

**Recommendation:**

Staff recommends re-appointment of the Board of Adjustment members as presented.



## City Council

## ITEM 4.4

Philip Thurman  
Council Member  
pthurman@cityofburnet.com

### Agenda Item Brief

- Meeting Date:** December 14, 2021
- Agenda Item:** Discuss and consider action: Request creation of a program to assist citizens who are in violation of the property maintenance code due to physical and/or financial limitations: P. Thurman
- Background:** The City's property maintenance code requires all real property to be free of junked vehicles, trash, debris, junk and overgrown vegetation. In order to avoid criminal prosecution offenders are afforded the privilege to have the City remedy the situation and bill the property owner for the costs. Should the property owner fail to pay the invoice within 30 days of presentment the City will place a lien on the property.
- Information:** Occasionally there are needs to abate properties whereby the owners of the property are either physically or financially incapable of performing the clean-up. Many times the owners do not want to voluntarily agree to lien there property, which becomes a hurdle to gaining compliance and abating the nuisance. This item is a request to establish a program to help gain voluntary compliance by establishing guidelines to help with financial assistance without filing a lien on the property, or forgiving the lien, under certain terms and conditions.
- Fiscal Impact:** To be determined
- Recommendation:** To be determined by Council.



## Water/Wastewater

## ITEM 4.5

Alan Burdell  
Water/Wastewater  
Operations Manager  
(512)-756-2402  
aburdell@cityofburnet.com

### Agenda Item Brief

**Meeting Date:**

**Agenda Item:**

Discuss and consider action: Request for approval of the purchase of a Camel Combo unit from Patterson Equipment through the TML BuyBoard: A. Burdell

**Background:**

In the 2021-2022 budget, Council approved \$425,000 for purchase of a new combo unit. The current Vaccon (combo unit) is a 2009 model with 6967 hours. The Vaccon is a very valuable tool and is used daily in the Water/Wastewater Department, and often in other departments to help with their specific tasks. The Vaccon is an aged unit and breakdowns are becoming more frequent causing an increase in down time. The Vaccon will be maintained as a backup unit and used as needed.

**Information:**

Five combo units were demonstrated with pricing from \$420,000 to \$449,000. After reviewing all of the options, the Camel combo fits our needs the best and is the best combinations of pricing and options for what we need. The Camel is the only unit that offers the debris box ram push off option that will save significant time during dumping. It has a level-wind hose reel that eliminates the need to focus on rewinding the hose. The unit is used as a hydro-excavator to pothole and identify nearby utilities prior to mechanical excavation, jetting mainline sewer blockages and sewer line cleaning prior to video and removal of blockage identified during sewer line video, removing the jetted material, cleaning lift stations, pressure washing, spill cleanup, water transport for fire support.

**Fiscal Impact:**

(\$420,004.00)

**Recommendation:**

Staff requests a motion to authorize the City Manager to purchase the Camel Combo Unit through TML BuyBoard.



**Customer Sales Order**

<b>Quote Number:</b>	<b>0721A</b>
<b>Quoted For:</b>	<b>City of Burnet</b>
	<b>1000 Buchanan Rd, Burnet, TX 78611</b>
<b>Attn:</b>	<b>Alan Burdell</b>

<b>Part Number</b>	<b>Qty</b>	<b>Description</b>
0008777	1	Camel Max / Model 1200EJ
Customer Supplied	1	\$0.00
Chassis Mt Charge	1	Chassis Mounting Charge
TRANSMISSION	1	Automatic Transmission
0039176	1	8" vacuum system, "Roots type PD Model 824, 18" hg. and 4500 cfm
0032336	1	Vacuum booster valve
0032314	1	Pleated final filter assembly
0038687	1	Rear splash shield
0032395	1	Acculevel debris level indicator~
0039913	1	Front body drain, 6", knife valve, 35' x 6" fabric drain hose, camlock cap
0035436	1	Assy, Cover, 3", Front Drain
0001883	1	Cover, 6" Tailgate
0001953-3	1	Cover, 3" Tailgate
0039990 - 80/2500	1	80 GPM @ 2500 PSI
0040035	1	Winter recirculation
0038612	1	Retractable hose reel with live center with 50' x 1/2" hose
0032190	1	Low water warning light and alarm with water capacity digital display
0038610	1	Manual Accumulator shut off valve (Standard)
0032187	1	Wireless remote
0037295	2	Boom Decals, Red w/Black Border (choose qty 2) (standard)
3665-80000	1	800' 1" hose
0032380	1	Fully automatic power level wind
0032877	1	Hose reel tensioning system
0032770	1	Hose reel digital counter (Automatic)
0032257	1	LED Boom work lights
0032253	1	LED Flood light package, tailgate area, power unit area
0032165	1	LED Package 1 - (1) Tailgate and (1) Boom beacon omni-directional strobe
0032483	1	LED Package 3 - Front, Mid-ship, and Rear bumper directional strobes
0032143	1	Rear-mounted light bar
0038693	1	Toolbox, 48", Mid, Curb
0028325	1	Toolbox, 48", Upper, Curb, Top Hinge
0038671	1	Toolbox, 52", Driver Side
0035745	1	Back of cab vertical tube rack
0002382	1	Front / rear tow hooks
0030054	1	Camera system, front
Std White Paint	1	Powder coat paint finish, white (Standard)
0029640	1	Hydro-X Kit, Flat-flanged Style
6000-02011-6520	1	Large Chisel Nozzle
6000-02015-6520	1	Standard Nozzle 1"
9050-00038-0002	1	1" standard nozzle extension
0025085	1	Hose, 25', plastic - Single Jacket Filler Hose
3736-12000-0016	1	Leader Hose 1" x 10'



**Customer Sales Order**

<b>Quote Number:</b>	<b>0721A</b>
<b>Quoted For:</b>	<b>City of Burnet</b>
	<b>1000 Buchanan Rd, Burnet, TX 78611</b>
<b>Attn:</b>	<b>Alan Burdell</b>

<b>Part Number</b>	<b>Qty</b>	<b>Description</b>
0023397	1	Washdown handgun
3000-02601	1	Tigertail Sewer Hose Guide
3000-01242	1	Hydrant wrench
3000-01244	1	Puller hook
4510-00245	1	Fluidizing Suction Tube Nozzle 8" x 24"
3000-00824	1	Supertube Lock ring 6"
3000-00825	8	Supertube Lock ring 8"
3500-00206	1	Gaskets for Supertube O-ring, Gasket 6"
3500-00205	8	Gaskets for Supertube O-ring, Gasket 8"
8500-00453BF	1	8" X 36" Supertube w/ Crown
8510-01373	1	8" x 36" Supertube - Aluminum
8510-01374	3	8" x 60" Supertube - Aluminum
8510-01375	1	8" x 84" Supertube - Aluminum
8510-00290	1	8" x 96" Supertube - Aluminum
Unit Special 1	1	Steel Surcharge 12yd
Unit Special 4	1	Make Ready
Freight	1	Freight Charges
<b>Grand Total:</b>		<b>\$323,645.63</b>

City of Burnet  
Camel Combo Unit

\$425,000 Budgeted

Cost is \$420,004

# Current 2009 Vaccon



# 2022 Camel Max / Model 1200EJ



# Camel 1200EJ



# Camel 1200 Push Plate Option







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Questions?





## Administration

## ITEM 4.6

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

### Agenda Item Brief

**Meeting Date:** December 14, 2021

**Agenda Item:** Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF BURNET, TEXAS, AUTHORIZING PROFESSIONAL SERVICE PROVIDER(S) SELECTION (GRANT WRITER) FOR TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) COMMUNITY DEVELOPMENT BLOCK GRANT-CORONAVIRUS (CDBG-CV) COMMUNITY RESILIENCY PROJECT (CRP): D. Vaughn

**Background:**

**Information:** Due to the short time period allowed for this process, staff is still in the process of reviewing proposals at the time of agenda posting. Staff will have a recommendation for Council at the time of the meeting.

**Fiscal Impact:** To be determined.

**Recommendation:** Approve and adopt Resolution R2021-61 as presented.

## RESOLUTION R2021-61

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF BURNET, TEXAS, AUTHORIZING PROFESSIONAL SERVICE PROVIDER(S) SELECTION (GRANT WRITER) FOR TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) COMMUNITY DEVELOPMENT BLOCK GRANT-CORONAVIRUS (CDBG-CV) COMMUNITY RESILIENCY PROJECT (CRP).**

**WHEREAS**, participation in CDBG-CV (CRP) program(s) requires implementation by professionals experienced in the administration of federally-funded projects;

**WHEREAS**, in order to identify qualified and responsive providers for these services a Request for Proposals (RFP) process for administration services has been completed in accordance with the TDHCA requirements;

**WHEREAS**, the proposals received by the due date have been reviewed to determine the most qualified and responsive providers for each professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources

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

**Section 1. Approval.** That \_\_\_\_\_ is selected to assist with application preparation and provide project-related administration and management services for the CDBG-CB (CRP) programs (s).

**Section 2. Findings.** That any and all project-related services contracts or commitments made with the above-named service provider(s) are dependent on the successful negotiation of a contract with the service provider(s).

**Section 3. 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 4. Effective Date.** That this resolution shall take effect immediately upon its passage, and approval as prescribed by law.

**PASSED AND APPROVED this the 14<sup>th</sup> day of December, 2021.**

---

Crista Goble Bromley, Mayor

**ATTEST:**

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Kelly Dix, City Secretary



## Administration

## ITEM 4.7

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

### Agenda Item Brief

**Meeting Date:** December 14, 2021

**Agenda Item:** Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF BURNET, TEXAS, REJECTING ALL STATEMENT OF QUALIFICATIONS (RFQ 2021-02) FOR PROFESSIONAL SERVICE (ENGINEERING/ARCHITECTURAL) FOR TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) COMMUNITY DEVELOPMENT BLOCK GRANT-CORONAVIRUS (CDBG-CV) COMMUNITY RESILIENCY PROJECT (CRP); AND DIRECTING THE CITY MANAGER TO REPUBLISH A REQUEST FOR SAID STATEMENT OF QUALIFICATIONS: D. Vaughn

**Background:**

**Information:** Three submittals were received for RFQ 2021-03 TDHCA CDBG Community Resiliency Grant-Engineering/Architectural Services. Two were disqualified for untimely submission. One submittal was for Engineering services only and no architectural services. Discussions with CDBG representatives have recommended reposting the RFQ.

**Fiscal Impact:**

**Recommendation:** Approve and adopt Resolution R2021-62 as presented.

## RESOLUTION R2021-62

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF BURNET, TEXAS, REJECTING ALL STATEMENT OF QUALIFICATIONS (RFQ 2021-02) FOR PROFESSIONAL SERVICE (ENGINEERING/ARCHITECTURAL) FOR TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) COMMUNITY DEVELOPMENT BLOCK GRANT-CORONAVIRUS (CDBG-CV) COMMUNITY RESILIENCY PROJECT (CRP); AND AUTHORIZE AND DIRECT THE CITY MANAGER TO COORDINATE THE SELECTION PROCESS IN ACCORDANCE WITH TDHCS CDBG-CV REQUIREMENTS.**

**WHEREAS**, participation in CDBG-CV (CRP) program(s) requires implementation by professionals experienced in the administration of federally-funded projects;

**WHEREAS**, in order to identify qualified and responsive providers for these services a Request for Qualifications (RFQ) for engineering/architectural services has been completed in accordance with the TDHCA requirements;

**WHEREAS**, no Statement of Qualification for architectural services were received.

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

**Section one. Rejection.** The Statement of Qualifications for all Engineering/Architectural Services, received by the due date are hereby rejected.

**Section two. Republish.** The City Manager's actions to republish the request for qualifications is hereby ratified and the City Manager is authorized and directed to coordinate the selection process in accordance with TDHCA CDBG-CV requirements.

**Section Three. Findings.** That any and all project-related services contracts or commitments made with the above-named service provider(s) are dependent on the successful negotiation of a contract with the service provider(s).

**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 14<sup>th</sup> day of December, 2021.**

**City of Burnet**

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Crista Goble Bromley, Mayor

**ATTEST:**

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Kelly Dix, City Secretary



## Street Department

## ITEM 4.8

Mark Miller  
Street Department Supervisor  
(512)-756-2402  
mmiller@cityofburnet.com

### Agenda Item Brief

**Meeting Date:** December 14, 2021

**Agenda Item:** Discuss and consider action: Award of Street Paving Project Bid: M. Miller

**Background:** On November 24, 2021 posted RFP2021-004 Street Paving Bid the City of Burnet went for bid for the street paving for Cemetery Street (Westfall to S Rhomberg), South Rhomberg (Cemetery Street to Pecan Street) and the radius approaches at McNeil, Cactus, Willow and Elm.

Six bids were received on December 9, 2021 and are listed below for Council consideration:

**Information:**

<b>Paving Contractor</b>	<b>Unit Price</b>	<b>Total Square Yard Bid</b> (Unit Price x Sq. Yds.)	<b>Overage Price per ton</b>
<b>Lone Star Paving</b>	\$14.00	\$80,080.00	\$90.00
<b>Alpha Paving</b>	\$14.97	\$85,628.40	N/A
<b>Cholla Pavement Maintenance, Inc.</b>	\$24.00	\$137,280.00	N/A
<b>Bennett Paving Inc.</b>	\$11.70	\$66,924.00	N/A
<b>Hinds Paving</b>	\$14.85	\$84,942.00	N/A
<b>Fuquay, Inc.</b>	\$14.00	\$80,080.00	\$85.00

Clarification of overage price was verified with Brian Bennett at \$104.00 per ton. City staff has recently inspected a paving project performed by this contractor. The paving was comparable in size and the work was satisfactory.

**Fiscal Impact:** Approximately \$66,924 plus overage charges.

**Recommendation:** Staff recommends award to Bennett Paving Inc.



## Administration

## ITEM 4.9

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

### Agenda Item Brief

- Meeting Date:** December 14, 2021
- Agenda Item:** Discuss and consider action: A First Amendment to the Interlocal Agreement between Burnet Consolidated Independent School District and the City of Burnet for School Resource Officers: D. Vaughn
- Background:**
- Information:** Due to staffing shortages, the City is unable to provide the third SRO to the District and does not anticipate being able to do so for the remainder of the school year, therefore the agreement needs to be amended to properly reflect the level of service the school is receiving under this agreement.
- Fiscal Impact:** The reduced payment from the District is offset with staff saving resulting from the vacant position, therefore there is no expected cost at this time.
- Recommendation:** Staff recommends approval of the first amendment to the interlocal as presented.

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN  
BURNET CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
AND THE CITY OF BURNET**

This First Amendment to Interlocal Agreement between Burnet Consolidated Independent School District and the City of Burnet (this "Amendment") is entered into by and between the Burnet Consolidated School District ("District") and the City of Burnet ("City") this 14th day of December 2021.

**RECITALS**

**Whereas**, the District and City entered into that certain Interlocal Agreement Between Burnet Consolidated Independent School District and City on June 28, 2021, (the "Agreement"); and

**Whereas**, the Parties desire to amend the Agreement as set forth below; and

**Whereas**, All defined terms not otherwise defined in this Amendment shall have the same meaning as the meaning given such terms in the Agreement.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which District and City acknowledge, and the mutual benefits to be derived by the Parties from this Amendment, District and City agree as follows:

**(I) Amendments. The Agreement shall be amended as follows:**

Due to staffing shortages, the City shall provide two (2) Burnet Police Department (BPD) police officers to serve as SRO's for the remainder of the first year and the compensation from BCISD to the City for services shall be amended as follows:

Month	# of Officers	Monthly Payment
December 2021	2	\$16,404
January 2022	2	\$16,404
February 2022	2	\$16,404
March 2022	2	\$16,404
April 2022	2	\$16,404
May 2022	2	\$16,404

**(II) Binding.** This First Amendment is binding upon and shall inure to the benefit of the parties and their prospective successors and assigns.

**(III) Counterparts.** This First Amendment may be executed and delivered in one or more counterparts. Transmission of this First Amendment by telecopy shall be deemed transmission of the original First Amendment for all purposes.

**(IV) Full Force and Effect.** In all other respects, the Contract shall continue in full force and effect, unmodified except to the extent provided herein, and City and District hereby Ratify and Affirm the same.

This First Amendment to be effective as of the date first set out above.

**Burnet Consolidated Independent School District**

By: \_\_\_\_\_  
Keith McBurnett, Superintendent

**City of Burnet, a Texas Municipal Corporation**

By: \_\_\_\_\_  
David Vaughn, City Manager



## Development Services

## ITEM 4.10

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

### Agenda Item Brief

**Meeting Date:** December 14, 2021

**Agenda Item:** Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF BURNET, TEXAS ACCEPTING A PETITION FOR ANNEXATION OF REAL PROPERTY LOCATE NORTH OF THE CITY LIMITS AND WEST OF US ROUTE 281, BEING MORE PARTICULARLY DESCRIBED AS A 69.275-ACRE TRACT OF LAND OUT OF JOHN HAMILTON SURVEY, NO. 1, ABSTRACT NO 405, THE THOMAS ALLEY SURVEY NO. 410, ABSTRACT NO. 35, AND THE JOSE MARIA MUSQUEZ SURVEY NO. 1, ABSTRACT NO. 581, BURNET COUNTY, TEXAS; AND AUTHORIZING THE INITIATION OF PROCEEDINGS TO ANNEX THE REAL PROPERTY: H. Erkan

**Background:** LinTang, LLC is the owner of 69.275 acres of real property located north of the city limits and west of US Route 281. Pursuant to Texas Local Government Code Chapter 43 Subchapter C-3 the owner submitted a petition for annexation on November 15, 2021. In accordance with the subdivision ordinance the costs to construct internal streets and drainage; as well as the costs to bring utilities to the development shall be borne by the landowner. Upon annexation, the property will be subject to city ad valorem and eligible to receive city services.

**Information:** This resolution authorizes staff to initiate annexation proceedings, negotiate a service plan and set the date of the statutory required public hearing.

### Fiscal Impact

**Recommendation:** Approve and adopt Resolution R2021-63 as presented.

**RESOLUTION NO. R2021-63**

**A RESOLUTION OF THE CITY COUNCIL OF BURNET, TEXAS ACCEPTING A PETITION FOR ANNEXATION OF REAL PROPERTY LOCATE NORTH OF THE CITY LIMITS AND WEST OF US ROUTE 281,AND MORE PARTICULARLY DESCRIBED AS A 69.275-ACRE TRACT OF LAND OUT OF JOHN HAMILTON SURVEY, NO. 1, ABSTRACT NO 405, THE THOMAS ALLEY SURVEY NO. 410, ABSTRACT NO. 35, AND THE JOSE MARIA MUSQUEZ SURVEY NO. 1, ABSTRACT NO. 581, BURNET COUNTY, TEXAS; AND AUTHORIZING THE INITIATION OF PROCEEDINGS TO ANNEX THE REAL PROPERTY.**

WHEREAS, LinTang, LLC, (hereinafter “petitioner”) is the owner of 69.275 acres of real property located north of the city limits and west of US Route 281, (hereinafter the “territory”); and

WHEREAS, city council finds the territory to be located within the city’s extraterritorial jurisdiction and continuous with its corporate limits and otherwise qualified to be annexed pursuant to Texas Local Government Code Chapter 43 Subchapter C-3, and other applicable law.

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

**Section one. Petition Accepted.** The petition attached hereto to annex the territory described therein is hereby accepted.

**Section two. Service Agreement.** Pursuant to Texas Government Code Sec. 43.0672, the City Manager is hereby authorized and directed to negotiate the terms of a service agreement for the territory prior to the date of the public hearing referenced in section three. The Service Agreement shall include the provision of police protection; fire protection; emergency medical services; solid waste collection; and operation and maintenance of water and wastewater facilities in a manner equivalent to that which such services are provided to other properties within the city’s corporate limits.

**Section three. Public Hearing.** The City Manager is authorized and directed to set the date of public hearing and the City Secretary is hereby authorized and directed to cause notice of such public hearing to be published once in a newspaper having general circulation in the city and in the above-described territory not more than twenty days nor less than ten days prior to the date of such public hearing, and post such notice on the city’s website from the same date until the day of public hearing; and provide notice by mail deliver to the school district and governmental entities serving the territory as prescribed by Texas Local Government Code Sec. 43.0905 and 43.9051.

PASSED AND APPROVED this the 14<sup>th</sup> day of December 2021.

CITY OF BURNET

---

Crista Goble Bromley, Mayor

**ATTEST:**

---

Kelly Dix, City Secretary

**NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS, THAT:**

The City of Burnet, Texas proposes to institute annexation proceedings to enlarge and extend the boundary limits of said city to include the following described territory, to-wit:

A 69.275-acre tract of land out of John Hamilton Survey, No. 1, Abstract No 405, the Thomas Alley Survey No. 410, Abstract No. 35, and the Jose Maria Musquez Survey No. 1, Abstract No. 581, Burnet County, Texas

A map of the land and territory to be annexed is available for viewing in the office of the City Secretary during normal business hours.

A public hearing will be held by and before the City Council of the City of the City of Burnet, Texas on the \_\_\_\_ day of \_\_\_\_\_, 2022 at 6 o'clock, p.m., in \_\_\_\_\_ City of Burnet, Texas, for all persons interested in the above proposed annexation. At said time and place all such persons shall have the right to appear and be heard. Of all said matters and things, all persons interested in the things and matters herein mentioned, will take notice.

By order of the City Council of the City of Burnet, Texas this the 14<sup>th</sup> day of December 2021.

CITY OF BURNET

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

**ATTEST:**

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



## Development Services

### ITEM 4.11

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

### Agenda Item Brief

**Meeting Date:** December 14, 2021

**Agenda Item:** Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2012-09 AND THE FUTURE LAND USE MAP OF THE CITY OF BURNET BY ASSIGNING A DESIGNATION OF "COMMERCIAL" FOR THE PROPERTY AT 1001 NORTH HILL STREET (LEGAL DESCRIPTION: BEING LOTS TEN, ELEVEN AND TWELVE, IN THE KINCHELOE ADDITION)"; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: L. Kimbler

**Background:** This property is located near the intersection of North Hill Street and East Graves Street (see Exhibit A). The property is the site of the Sunshine House, also known as the Hill Country Children's Advocacy Center. The center is a resource for children who are victims of crimes. The center provides forensic interviewing and counseling services.

The applicant is seeking the requested amendment to the FLUM to obtain a zoning change to allow for the development of a new building. They have outgrown their current building and will be utilizing a vacant portion of their property to expand their current operations. The applicant is requesting a change from Single Family Residential – District "R-1" to Light Commercial – District "C-1" with a conditional use permit for "Clinic and Safety Services".

The City's Future Land Use Map for this property is designated as Residential and the requested Future Land Use amendment must be approved before the zoning change request can be approved (next item on the agenda).

**Staff Analysis:** The property is currently an empty lot, measuring approximately 0.75 of an acre. This is large enough for the expected expansion of the applicant's building.

The Future Land Use Map calls for the subject tract to be Residential. This tract would be bounded by other Future Land Uses of Residential on the west and south sides. The property would be bounded to the

north and east by a Future Land Use designation of Government (see Exhibit B).

**Public Notification:** A Notice of Public Hearing was published in the Burnet Bulletin on December 8, 2021, and written notices were mailed to twelve (12) surrounding property owners within 200 feet of the subject property.

During the Planning and Zoning's Public Hearing, one neighboring citizen did express his concerns and requested further information on the intent of the project. The citizen did state that, at this moment, he did not oppose or support the request. No further responses in favor or opposition have been received at this time.

**P&Z Report:** P&Z conducted a scheduled public hearing and recommended approval of the requested Future Land Use amendment on December 6, 2021.

**Recommendation:** Staff recommends approval of Ordinance 2021-45 as presented.

**ORDINANCE NO. 2021-45**

**FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2012-09 AND THE FUTURE LAND USE MAP OF THE CITY OF BURNET BY ASSIGNING A DESIGNATION OF “COMMERCIAL FOR THE PROPERTY AT 1001 NORTH HILL STREET (LEGAL DESCRIPTION: BEING LOTS TEN, ELEVEN AND TWELVE, IN THE KINCHELOE ADDITION)” ; 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. 2012-09, did assign Future Land Use classifications for property located within the city in accordance with the Official Future Land Use Map as approved with said ordinance; and

**WHEREAS**, the purpose of this Ordinance is to amend the Official Future Land Use Map by amending the Future Land Use 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 Future Land Use 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**, 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 Future Land Use Reclassification is 1001 NORTH HILL STREET (LEGAL DESCRIPTION: BEING LOTS TEN, ELEVEN AND TWELVE, IN THE KINCHELOE ADDITION) as shown on **Exhibit “A”** hereto.

**Section three. Future Land Use Map.** “Commercial” Future Land Use is hereby assigned to the Property described in section two.

**Section four. Future Land Use Map Revision.** The City Secretary is hereby authorized and directed to revise the Official Future Land Use Map to reflect the change in Future Land Use 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 14<sup>TH</sup> day of December 2021.

**FINALLY PASSED AND APPROVED** on the 11<sup>th</sup> day of January 2022

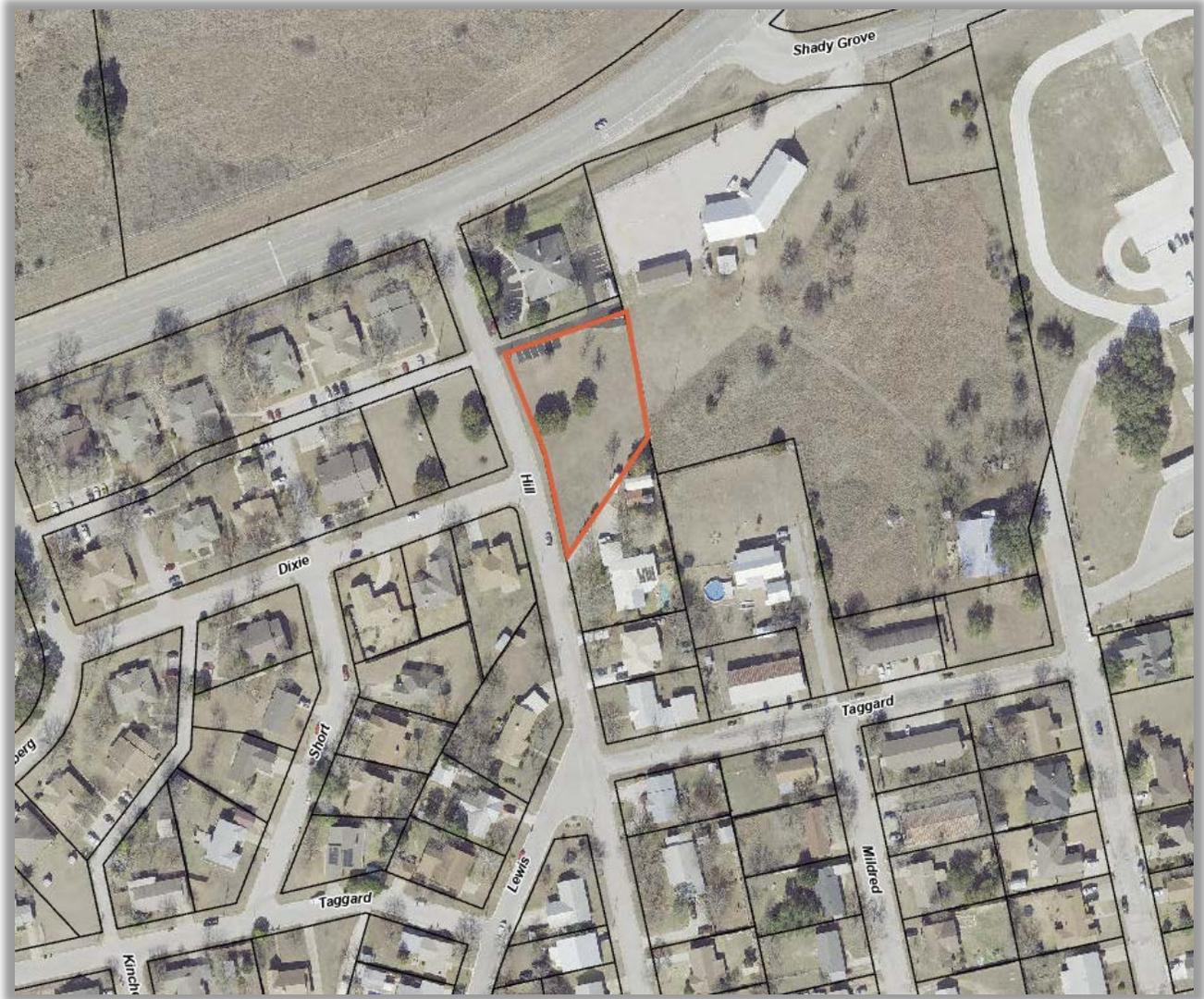
**CITY OF BURNET, TEXAS**

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

**ATTEST:**

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

**Exhibit "A"**  
**Location Map**





## Development Services

### ITEM 4.12

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

### Agenda Item Brief

**Meeting Date:** December 14, 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 1001 NORTH HILL STREET (LEGAL DESCRIPTION: BEING LOTS TEN, ELEVEN AND TWELVE, IN THE KINCHELOE ADDITION). WITH LIGHT COMMERCIAL DISTRICT “C-1” WITH A CONDITIONAL USE PERMIT FOR “CLINIC AND SAFETY SERVICES; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: L. Kimbler

**Background:** This property is located near the intersection of North Hill and East Graves Street. The property is the site of the Sunshine House, also known as the Hill Country Children’s Advocacy Center. The Center is a resource for children who are victims of crimes. The Center provides forensic interviewing and counseling services.

**Information:** The applicant is seeking the requested zoning to allow for the development of a new building. They have outgrown their current building and will be utilizing a vacant portion of their property to expand their current operations. The applicant is requesting a change from Single Family Residential- District “R-1” to Light Commercial- District “C-1” with a Conditional Use Permit for “Clinic and Safety Services”.

**Staff Analysis:** The Future Land Use Map (Exhibit B) designation for the area is Commercial. The item prior to this item on the agenda is a request to amend the City’s Future Land Use Map. If approved Light Commercial – District “C-1” would be appropriate for this area.

Properties adjacent to the subject property are zoned as follows:

	North	South	East	West
<b>Zoning</b>	“C-2”	“R-1”	“R-1”	“R-1”
<b>FLUM</b>	Government	Residential	Government	Residential
<b>Land Use</b>	Safety Services Office	Residential	Church	Multi-Family

**Public Notification:** A Notice of Public Hearing was published in the Burnet Bulletin on December 8, 2021, and written notices were mailed to twelve (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 December 6, 2021.

**Recommendation:** Staff recommends approval of Ordinance 2021-46 as presented.

**ORDINANCE NO. 2021-46**

**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 1001 NORTH HILL STREET (LEGAL DESCRIPTION: BEING LOTS TEN, ELEVEN AND TWELVE, IN THE KINCHELOE ADDITION) WITH LIGHT COMMERCIAL-DISTRICT “C-1” WITH A CONDITIONAL USE PERMIT FOR “CLINIC AND SAFETY SERVICES”; 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 the required amendment to the Future Land Use Plan was, prior to this action, passed and approved by ordinance of this Council; 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 1001 NORTH HILL STREET (LEGAL DESCRIPTION: BEING LOTS TEN, ELEVEN AND TWELVE, IN THE KINCHELOE ADDITION) as shown on **Exhibit “A”** hereto.

**Section three Zoning District Reclassification.** Light Commercial- District “C-1” with a Conditional Use Permit for “Clinic and Safety Services” 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 14<sup>TH</sup> day of December 2021.

**PASSED AND APPROVED** on this the 11<sup>th</sup> day of January 2022.

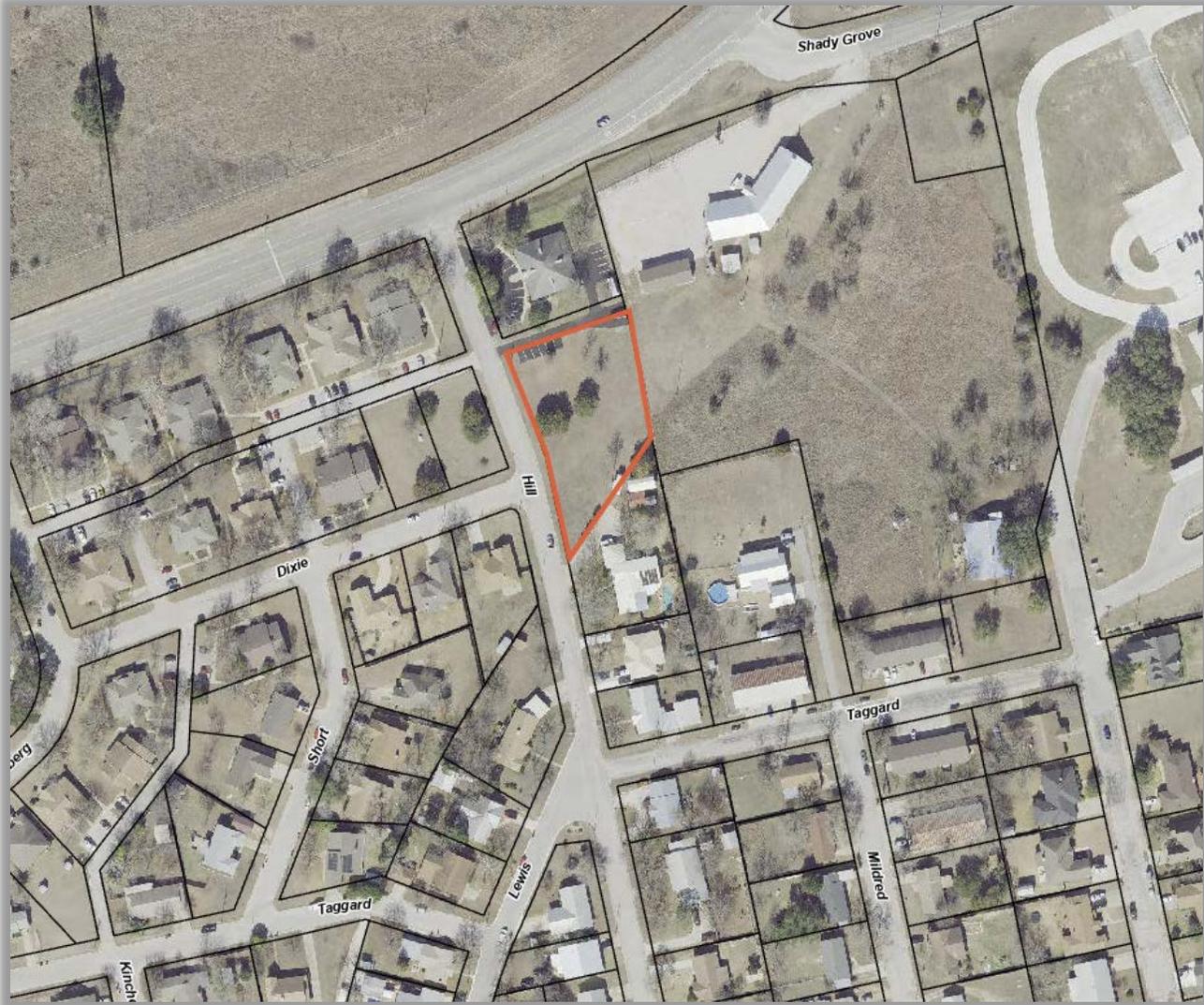
**CITY OF BURNET, TEXAS**

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

**ATTEST:**

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

**Exhibit "A"**  
**Location Map**



# Action Item

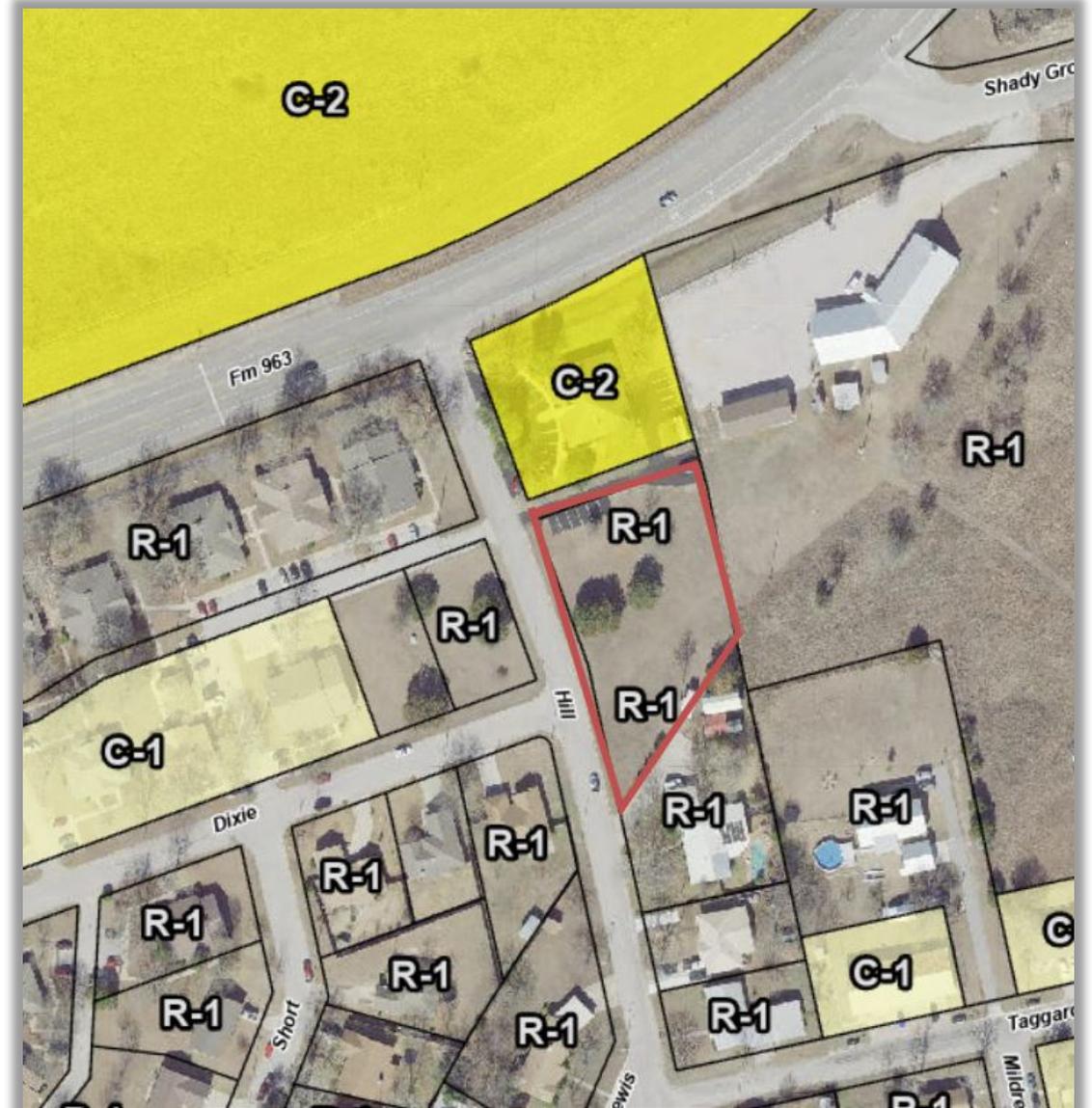
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Discuss and Consider: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY DESCRIBED AS 1001 NORTH HILL STREET (LEGAL DESCRIPTION: BEING LOTS TEN, ELEVEN AND TWELVE, IN THE KINCHELOE ADDITION). WITH LIGHT COMMERCIAL DISTRICT “C-1” WITH A CONDITIONAL USE PERMIT FOR “CLINIC AND SAFETY SERVICES; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

# Action Item

## Information:

- Current Zoning:  
Single-Family Residential – “R-1”
- Requested Zoning:  
Light Commercial – District “C-1” with Conditional Use permit to allow “Clinic and Safety Services”
  - ❖ Allow for the expansion of the Hill Country Children’s Advocacy Center where they provide forensic interviewing, counseling and other safety services to children who were victims of crime



# Action Item

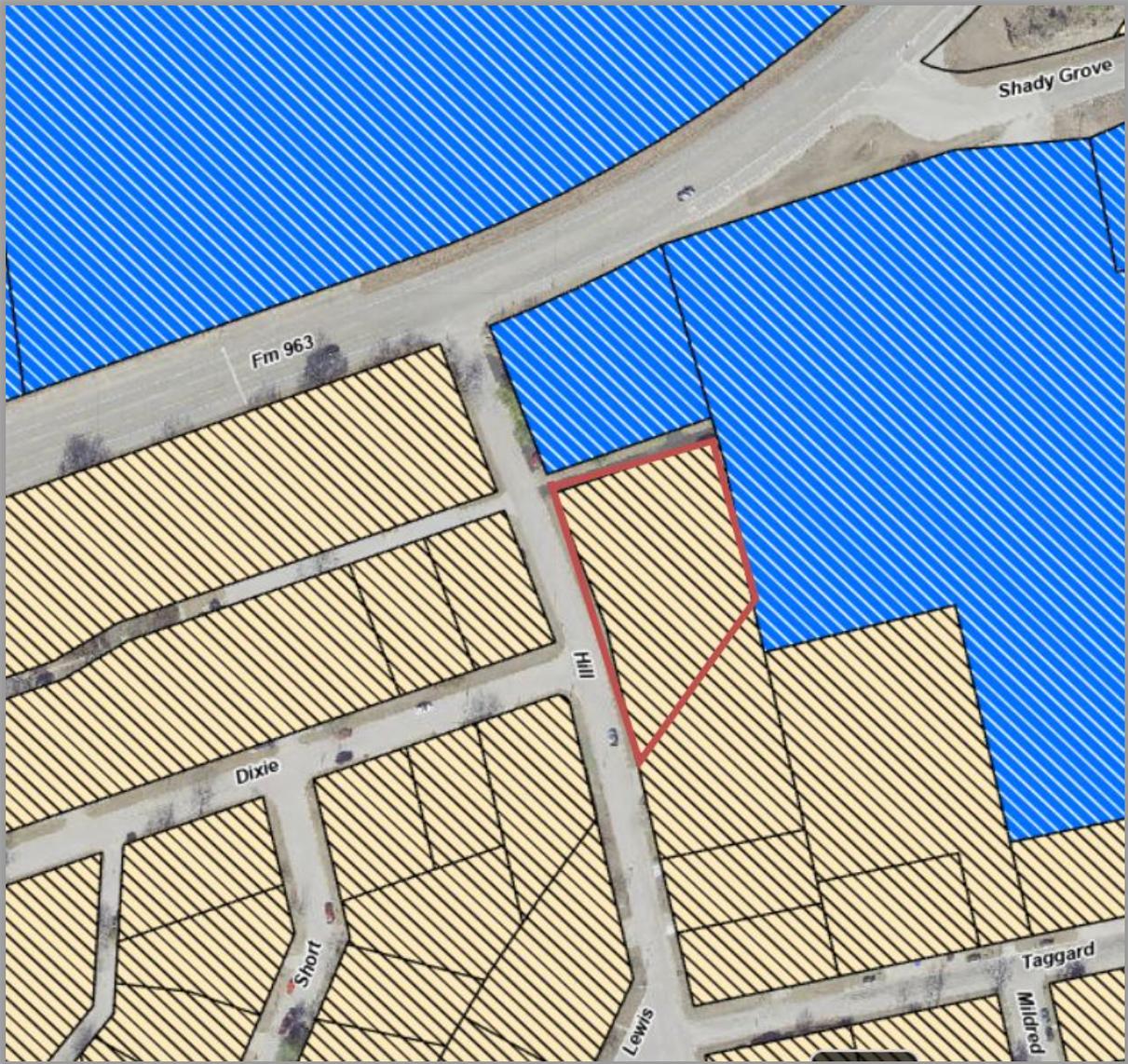
## Future Land Use Map:



Government    Commercial    Residential    Open Space

Request for FLUM amendment would allow for the proposed Light Commercial – District “C-1” zoning to be appropriate for this area.

P&Z conducted a scheduled public hearing and recommended approval of the requested zone change on December 6, 2021.



# Action Item

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**Staff recommends approval of the request to rezone the property from its present designation of Single-Family Residential – District “R-1” to a designation of Light Commercial – District “C-1” with a conditional use permit for “Clinic and Safety Services”.**



## Development Services

## ITEM 4.13

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

### Agenda Item Brief

**Meeting Date:** December 14, 2021

**Action Item:** Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE “FINAL PLAT” OF THE CROSSINGS AT 281 SUBDIVISION, A PROPOSED 2-LOT COMMERCIAL SUBDIVISION CONSISTING OF APPROXIMATELY 13.51 ACRES: L. Kimbler

**Information:** The proposed Final Plat (Exhibit A) is a commercial subdivision consisting of approximately 13.51 acres located on the west side of South Water Street (Hwy 281) and immediately south of Houston Clinton Drive. The proposed subdivision will include two (2) commercial lots being 8.31 acres and 3.87 acres in size.

The tract is zoned Heavy Commercial – District “C-3”.

The proposed subdivision will create one new road to be called “Cary Johnson Parkway”. This new road will extend from South Highway 281 to Houston Clinton Drive.

The 100-year floodplain does encroach onto the property. Finished Floor Elevations (FFE) have been noted on the plat for future development. Once construction has been completed, a Letter of Map Revision will be submitted to FEMA as required by code.

**Staff Analysis:** City staff and city engineer have reviewed the plat in accordance with Sec. 98-24 and have found the plat does meet the requirements as outlined in the code.

**P&Z Report:** P&Z conducted a scheduled public hearing on December 6, 2021 and recommended approval of the Final Plat of The Crossing at 281 Subdivision.

### Staff

**Recommendation:** Staff recommends approval of resolution R2021-64.

**RESOLUTION NO. R2021-64**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE “FINAL PLAT” OF THE CROSSINGS AT 281 SUBDIVISION, A PROPOSED 2-LOT COMMERCIAL SUBDIVISION CONSISTING OF APPROXIMATELY 13.51 ACRES**

**Whereas**, the Planning and Zoning Commission has made its recommendation on the final plat of The Crossings at 281; 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 Crossings at 281, is hereby approved.

**Section 3. Recordation.** The final plat of The Crossings at 281 Subdivision may be recorded in the Public Records of the County Clerk of Burnet County, Texas upon compliance with the requirements of Subdivision Code Sec. 98-24(h) and related regulations.

**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.** That this resolution shall take effect immediately upon its passage, and approval as prescribed by law.

**PASSED AND APPROVED** this the 14<sup>th</sup> day of December 2021.

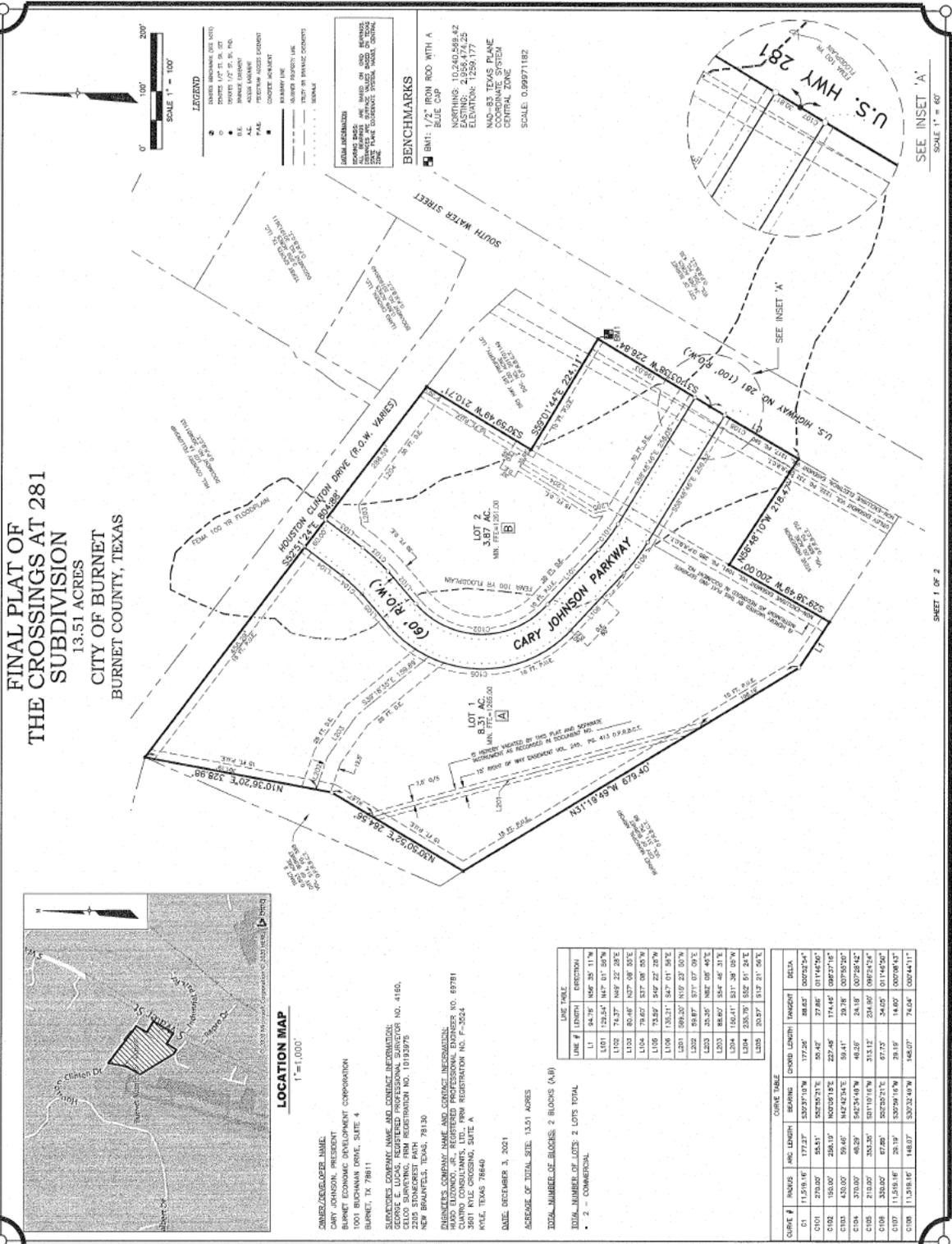
**CITY OF BURNET, TEXAS**

**ATTEST:**

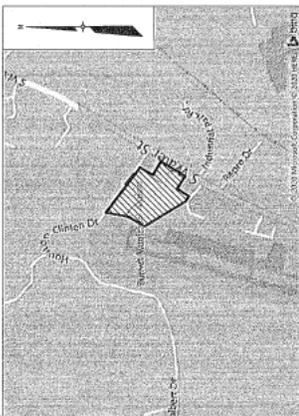
\_\_\_\_\_  
Crista Goble Bromley, Mayor

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

# Exhibit "A" Plat



**FINAL PLAT OF  
THE CROSSINGS AT 281  
SUBDIVISION**  
13.51 ACRES  
CITY OF BURNET  
BURNET COUNTY, TEXAS



**LOCATION MAP**  
1" = 1,000'

**DRAWN/DEVELOPER NAME:**  
CARY JOHNSON, PRESIDENT  
BURNET ECONOMIC DEVELOPMENT CORPORATION  
1001 BUCHANAN DRIVE, SUITE 4  
BURNET, TX 78811

**SUBORDINATE COMPANY NAME AND CONTACT INFORMATION:**  
GEORGE E. LUCAS, REGISTERED PROFESSIONAL SURVIVOR NO. 41460,  
1001 BUCHANAN DRIVE, SUITE 4  
2200 BURNHAM DRIVE  
NEW BRANDELS, TEXAS 78130

**ENGINEER COMPANY NAME AND CONTACT INFORMATION:**  
HUGO BLONKOWSKI, JR., REGISTERED PROFESSIONAL ENGINEER NO. 69781  
CANTO CONSULTANTS, LTD., FIRM REGISTRATION NO. F-3524  
3801 WYLE CROSSING, SUITE A  
AUSTIN, TEXAS 78740

DATE: DECEMBER 3, 2021

ACREAGE OF TOTAL SITE: 13.51 ACRES

TOTAL NUMBER OF BLOCKS: 2 BLOCKS (A,B)

TOTAL NUMBER OF LOTS: 2 LOTS TOTAL

2 - COMMERCIAL

LINE #	LENGTH	DIRECTION
L1	84.76	N56°28'11"W
L01	129.54	N47°01'50"W
L102	74.37	N69°22'28"E
L103	80.46	N27°08'30"E
L104	79.67	S37°08'55"W
L105	73.59	S49°22'29"W
L106	135.11	S47°01'50"E
L201	89.20	N19°22'50"W
L202	84.87	S71°07'09"E
L203	20.35	N62°06'42"E
L204	84.67	S54°46'31"E
L205	110.41	S31°38'05"W
L206	235.78	S52°57'24"E
L207	20.37	S17°21'50"E

CURVE #	RADIUS	ARC LENGTH	CHORD LENGTH	BEARING	INSET	DELTA
C1	11,518.16'	177.28'	53297.10'	277.28'	88.82'	000732°54"
C101	270.00'	55.51'	52782.71'	55.42'	27.86'	011145°50"
C102	165.00'	28.81'	40785.15'	22.48'	17.44'	009237°16"
C103	430.00'	59.45'	142427.91'	59.41'	29.78'	007355°30"
C104	370.00'	48.20'	54251.40'	48.20'	24.18'	007258°42"
C105	210.00'	33.30'	30119.10'	33.31'	23.49'	006724°54"
C106	330.00'	67.80'	50220.71'	67.75'	34.05'	011145°50"
C107	11,518.16'	26.19'	53295.10'	26.18'	14.60'	000708°43"
C108	11,518.16'	148.07'	53232.40'	148.07'	74.54'	000744°11"



# Discuss and Consider

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## **Action Item:**

Discuss and consider: **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE “FINAL PLAT” OF THE CROSSINGS AT 281 SUBDIVISION, A PROPOSED 2-LOT COMMERCIAL SUBDIVISION CONSISTING OF APPROXIMATELY 13.51 ACRES**



# Action Item

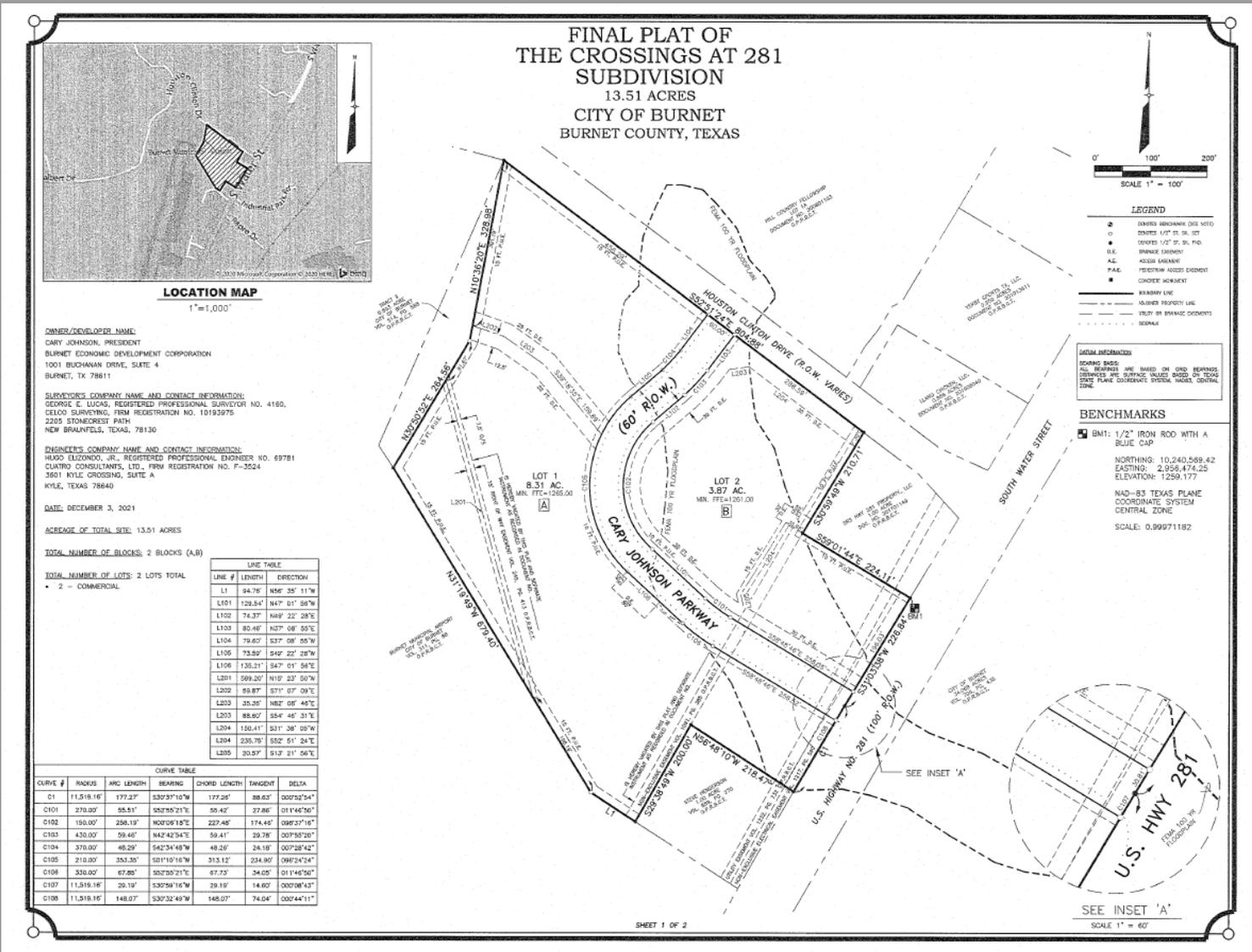
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The proposed Final Plat of The Crossings at 281 has been reviewed using Code of Ordinances Section 98-24 (Final Plats) as a guide. It has been found to comply with ordinance requirements relating to form and content.

At Planning and Zonings regularly scheduled meeting on December 6<sup>th</sup>, after a public hearing, did recommend approval.

# Action Item

## Staff recommends approval the Final Plat of The Crossings at 281 Subdivision





## Administration

## ITEM 4.14

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

### Agenda Item Brief

- Meeting Date:** December 14, 2021
- Agenda Item:** Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AUTHORIZING THE ACCEPTANCE OF A PUBLIC UTILITY EASEMENT FROM H-E-B LOCATED NEAR THE INTERSECTION OF EAST POLK STREET AND SOUTH SILVER STREET: H. Erkan
- Background:** During the expansion of the H-E-B it was discovered that there was no easement authorizing the placement of the public water line running along the east side of the property.
- Information:** The easement shall be of variable width and shall extend along the ease property line.
- Fiscal Impact:** The dedication of the easement shall have no direct fiscal impact.
- Recommendation:** Approve and adopt Resolution R2021-65 as presented.

**RESOLUTION NO. R2021-65**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET,  
TEXAS AUTHORIZING THE ACCEPTANCE OF A PUBLIC UTILITY  
EASEMENT FROM H-E-B LOCATED NEAR THE INTERSECTION OF  
EAST POLK STREET AND SOUTH SILVER STREET**

**WHEREAS**, during the expansion of the H-E-B it was discovered that there was no easement authorizing the placement of the public water line running along the east side of the property; and

**WHEREAS, H-E-B LP**, wishes to dedicate a public utility easement to further facilitate the development of the project.

**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. Easement Agreement Approved.** The Easement Agreement, as memorialized in the attachment hereto is hereby approved.

**Section three. Authorization.** The mayor is hereby authorized to execute an instrument in substantial form as the attachment hereto and take such further action as may be reasonably necessary to facilitate the purpose of this resolution.

**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 14 day of December, 2021.

**CITY OF BURNET, TEXAS**

**ATTEST:**

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

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

City of Burnet Public HEB Water Utility Easement

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**PUBLIC UTILITY EASEMENT**

THE STATE OF TEXAS     §  
  §  
COUNTY OF BURNET     §

**KNOW ALL PERSONS BY THESE PRESENTS:**

DATE: \_\_\_\_\_, 2021

GRANTOR: **H-E-B, LP, a Texas limited partnership**

GRANTOR'S MAILING ADDRESS (including County): **646 S. Flores Street  
San Antonio, Texas 78204**

GRANTEE: **City of Burnet, Texas**

GRANTEE'S MAILING ADDRESS (including County): **P.O. Box 1369  
1001 Buchanan Drive Suite #4,  
Burnet, Burnet County, Texas 78611**

LIENHOLDER: **None**

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

EASEMENT AREA:

That certain tract of land being more particularly described by metes and bounds on Exhibit "A" attached hereto.

**GRANTOR**, for the **CONSIDERATION** paid to **GRANTOR**, hereby grants, sells, and conveys to **GRANTEE**, its successors and assigns, a non-exclusive, easement for all purposes necessary for installing, operating and maintaining water utility services within said easement, including but not limited to placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed structures or improvements reasonably necessary for the supplying of water service in, upon, under and across the **EASEMENT AREA** more fully described and as shown in Exhibit "A" attached hereto.

**GRANTOR** and **GRANTOR's** heirs, successors, and assigns shall retain the right to use all or part of the **EASEMENT AREA** as long as such use does not interfere with **GRANTEE's** use of the **EASEMENT**

*City of Burnet Public HEB Water Utility Easement*

**AREA** for the purposes provided for herein; and **GRANTOR** shall not cause or allow any building or structure to be placed within the Easement Area. Notwithstanding the foregoing, **GRANTEE** expressly acknowledges that **GRANTOR** shall have the right to construct, maintain, repair, replace and remove roadways, streets, sidewalks, parking lots and landscaping in, on, over, across and through the **EASEMENT AREA**, provided such construction and maintenance does not interfere with **GRANTEE'S** use and operation of its facilities. **GRANTEE** shall have the right to eliminate any encroachments into the **EASEMENT AREA** that interfere with **GRANTEE's** use of the **EASEMENT AREA** as a Public Utility Easement.

**GRANTEE's** easement rights within the **EASEMENT AREA** shall be non-exclusive, and **GRANTOR**, its successors and assigns, shall have the right from time to time to grant further easements over, across, through, and under the **EASEMENT AREA** perpendicularly but not parallel, for any lawful purpose, provided that the holder of such easement does not unduly or unreasonably interfere with the Easement rights herein granted. This agreement does not constitute a conveyance of the above-described **EASEMENT AREA** or of the minerals therein and thereunder, but grants only an easement subject to the following: All presently recorded easements, rights-of-way, and prescriptive rights, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severance, and other instruments, other than liens and conveyances, that affect the **EASEMENT AREA** and that are enforceable against **GRANTOR** or **GRANTEE**.

The easement rights and privileges herein granted shall be for so long as **GRANTEE** or its assigns shall utilize the **EASEMENT AREA** for the purposes intended. The easement rights and privileges granted hereunder shall terminate automatically when or at such time as the easement is abandoned in writing by **GRANTEE**. Upon abandonment or termination of the easement, **GRANTEE** agrees to record a release of the easement in the Real Property Records of Burnet County, Texas within forty-five (45) days following request therefor.

**TO HAVE AND TO HOLD** the above-described easement, together with all and singular the rights and appurtenances thereto in anyway belonging unto **GRANTEE**, and **GRANTEE's** successors and assigns forever; and **GRANTOR** does hereby bind itself, its successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement unto **GRANTEE**, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

When the context requires, singular nouns and pronouns include the plural.

The remainder of this page is intentionally blank and signature page follows.

City of Burnet Public HEB Water Utility Easement

To be effective as of the date first stated above.

GRANTOR:

H-E-B, LP, a Texas limited partnership

By: [Signature]

Name: Benjamin R. Scott

Title: Vice President of Real Estate

THE STATE OF TEXAS

§

COUNTY OF BEXAR

§

§

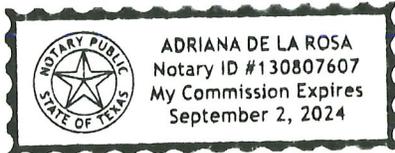
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Benjamin R. Scott, Vice President of Real Estate of H-E-B, LP, a Texas limited partnership known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 29 day of November, 2021.

(Personalized Seal)

[Signature]

Notary Public's Signature



**AGREED AND ACCEPTED:**  
CITY OF BURNET, TEXAS,  
a Texas home-rule municipality

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

THE STATE OF TEXAS           §  
  §  
COUNTY OF BURNET         §

**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Crista Goble Bromley, mayor of the City of Burnet, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the \_\_ day of \_\_\_\_\_, 2021.

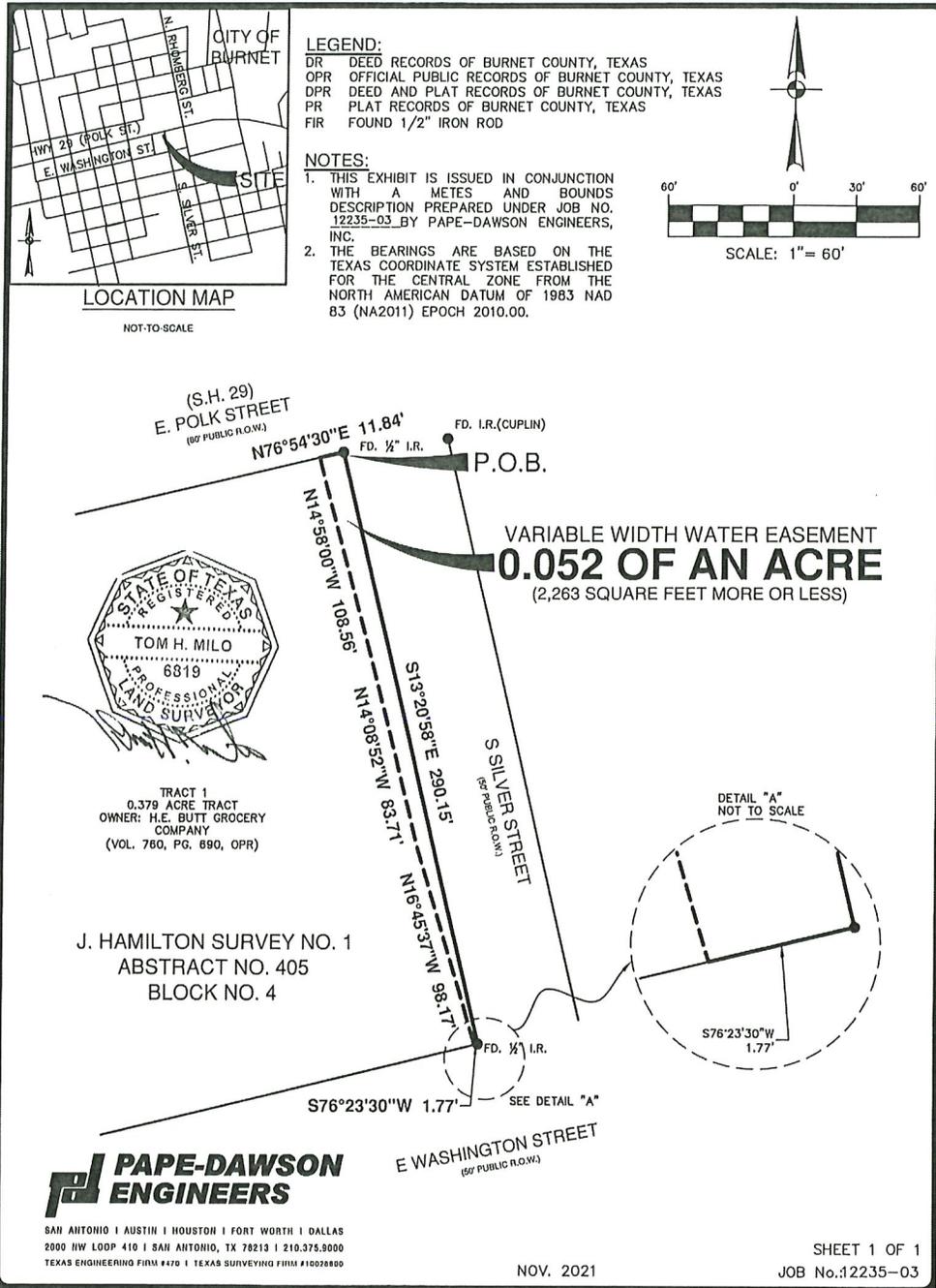
(Personalized Seal)

\_\_\_\_\_  
Notary Public's Signature

City of Burnet Public HEB Water Utility Easement

Exhibit "A"

Description of Easement Area





METES AND BOUNDS DESCRIPTION  
FOR A VARIABLE WIDTH WATER EASEMENT

A 0.052 of an acre, or 2,263 square feet more or less, tract of land out of that 0.379 acre tract described to H.E. Butt Grocery Company in deed recorded in Volume 760, Page 690, of the Official Public Records of Burnet County, Texas, out of the J. Hamilton Survey No. 1, Abstract No. 405, Block No. 4, of the City of Burnet, Burnet County, Texas. Said 0.052 of an acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

- BEGINNING: At the northeast corner of Tract 1, granted to H.E. Butt Grocery Company recorded in Volume 760, Page 690 of said Official Public Records lying on the south right-of-way line of East Polk Street (State Highway 29, an 80-foot public right-of-way, on the west right-of-way line of South Silver Street, a 50-foot public right-of-way;
- THENCE: S 13°20'58" E, along and with said west right-of-way line of said South Silver Street, same being the east line of said Tract 1, a common line, a distance of 290.15 feet to a found ½" iron rod on the west right-of-way line of said South Silver Street, and the north right-of-way line of East Washington Street, a 50-foot public right-of-way, at the southeast corner of said Tract 1;
- THENCE: S 76°23'30" W, along and with the south line of said Tract 1, same being the north line of said East Washington Street, a distance of 1.77 feet to a point;
- THENCE: Departing said common line, over and across said Tract 1 the following bearings and distances:  
N 16°45'37" W, a distance of 98.17 feet to a point;  
N 14°08'52" W, a distance of 83.71 feet to a point;  
N 14°58'00" W, a distance of 108.56 feet to a point on the south right-of-way line of East Polk Street and the north line of said Tract 1;
- THENCE: N 76°54'30" E, along and with said Tract 1 and said south right-of-way line a distance of 11.84 feet to the POINT OF BEGINNING and containing 0.052 of an acre in the City of Burnet, Burnet County, Texas. Said tract being described in conjunction with an exhibit prepared under job number 12235-03 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: November 23, 2021  
JOB NO. 12235-03  
DOC. ID. N:\CIVIL\12235-03\Word\12235-03 FNWT 0.052AC.docx



Transportation | Water Resources | Land Development | Surveying | Environmental

telephone: 210-375-9000 address: 2000 NW LOOP 410 SAN ANTONIO, TX 78213 website: PAPE-DAWSON.COM  
San Antonio | Austin | Houston | Fort Worth | Dallas | New Braunfels Texas Engineering Firm #470 Texas Surveying Firm #10028800



## Administration

## ITEM 4.15

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

### Agenda Item Brief

- Meeting Date:** December 14, 2021
- Agenda Item:** Discuss and consider action: Authorize staff to enter into a vendor agreement with Opportunities for Williamson and Burnet Counties (OWBC) for the purpose of a Low Income Household Water Assistance Program (LIHWAP): D. Vaughn
- Background:** The City of Burnet currently has a Vendor agreement with OWBC that provides grant funding to assist customers with payment of their electric bill only. OWBC recently was notified that funding from the Texas Department of Housing and Community Affairs (TDHCA) to provide assistance to low income water customers for payment of their water bill is expected in 2022.
- OWBC is currently working on getting Vendor Agreements in place to expedite the processing of requests for assistance for customers in need when the funding becomes available. Expected funding from TDHCA is January 2022.
- Information:** Once funding has been received, City of Burnet residents who qualify for low income assistance can apply with OWBC for a grant to assist them with payment of their water bill in the same manner that they do now for assistance with their electric bill.
- The Vendor Agreement with Opportunities for Williamson and Burnet Counties will be a one year vendor agreement with the option to extend to a two year agreement.
- Fiscal Impact:** As of the last renewal of the Comprehensive Energy Assistance Program (CEAP) Vendor Agreement in September 2020; Burnet residents had received 760 payments totaling \$84,131 in assistance grants for electric, from OWBC in a 24 month period. The City's clients that receive assistance on electric will be eligible for water assistance as well.
- Recommendation:** Staff recommends approval of the vendor agreement with Opportunities for Williamson and Burnet Counties (OWBC) for the Low Income Household Water Assistance Program (LIHWAP) to assist City of Burnet residents.

**LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)  
"WATER PROVIDER AGREEMENT"**

**PURPOSE.** The purpose of the Low Income Household Water Assistance Program (LIHWAP) grant is to provide emergency assistance to low-income households, particularly those with the lowest incomes that pay a high proportion of household income for water, storm water, drinking water, wastewater/sewer, and groundwater services collectively named (Water Services).

The Water Services Provider (Water Provider or Vendor), agrees to the terms of the LIHWAP grant and to accept payment from LIHWAP agencies only for eligible LIHWAP clients to whom Water Provider continues to provide Water Services. The Water Assistance Provider (Agency), agrees to make payments only for eligible LIHWAP clients.

**PARTIES.** This Water Provider Agreement is by and between:

**Opportunities for Williamson & Burnet Counties**

Water Assistance Provider (Agency)

**City of Burnet**

Water Services Provider (Water Provider)

The Agency and Water Provider are each a Party to the Water Provider Agreement and collectively known as the Parties.

Water Provider and Agency agree to assist eligible LIHWAP clients in the following Texas counties:

**Burnet County**

**WATER SERVICES.** Water Services provided and billed by Water Provider:

- Water Fees
- Stormwater Fees
- Wastewater
- Sewer Fees
- Groundwater Fees
- Other: \_\_\_\_\_

**TERM.** This Water Provider Agreement shall be effective from the 09 day of Dec, in the year 2021, for a period not to exceed one year from the effective date, although the Parties can agree in writing to extensions for up to one additional year. Either Party may terminate this Water Provider Agreement by written notice. Such written notice of termination shall not affect any obligation by either Party incurred prior to the receipt of such notice.

**NOTICE.** Notice shall be sent via certified mail to the addresses below with return receipt requested.

\_\_\_\_\_  
(Water Provider Name)

\_\_\_\_\_  
(Water Provider Mailing Address)

---

(Water Provider Certificate of Convenience and Necessity # (CCN))

Opportunities for Williamson & Burnet Counties

---

(Agency Name)

604 High Tech Dr Georgetown, Texas 78626

---

(Agency Mailing Address)

**AGENCY REPRESENTATIONS.** The Agency named above represents and warrants to Water Provider that it is an entity under contract with the Texas Department of Housing and Community Affairs (TDHCA) and as such is authorized and has received funding from the TDHCA to provide bill payment assistance service for eligible LIHWAP clients. In addition, the Agency further represents and warrants to Water Provider that it has determined eligible LIHWAP clients to be eligible under the LIHWAP guidelines. The funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection, or prevention of disconnection of service, and to pay either partially or in full an eligible LIHWAP client's current due water bill, known as "Eligible Costs" related to Water Services.

**WATER PROVIDER'S REPRESENTATIONS.** The Water Provider named above represents and warrants that it will apply any payments received from Agency to the eligible LIHWAP client's account related to Eligible Costs.

Both parties acknowledge that this Water Provider Agreement and the services provided by the Water Provider are governed by and subject to the federal and state laws and regulations in accordance with the LIHWAP.

**AMENDMENTS.** Any and all amendments to this Water Provider Agreement shall be in writing, approved by TDHCA, and agreed upon by both Parties.

**WATER PROVIDER'S RESPONSIBILITIES.** Water Provider will, with reference to an eligible LIHWAP client:

- Provide the Agency with at least one designated contact person who shall be available to respond by telephone and email to all reasonable inquiries regarding eligible LIHWAP clients and client accounts including but not limited to bills, payments, and services.
- Provide water services to each eligible and approved household for which payment is provided under LIHWAP.
- Extend the potential LIHWAP application for water services for up to ten calendar days while the Agency determines whether the potential LIHWAP applicant is eligible pursuant to the LIHWAP.
- Upon accepting payment from Agency for the eligible LIHWAP client, continue or restore water services to eligible LIHWAP client with no increases in charges, service charges or other charges or fees affecting the total cost of the bill, except as allowed by the stated tariff cost registered with the Public Utility Commission "PUC".
- In the event the Agency requires the eligible LIHWAP client to pay a portion of the bill prior to having a pledge made on their account on or before the disconnect date, as stated in the client's Disconnect Notice as required by PUC regulations, nothing in this agreement requires the Water Provider to delay a disconnect if the eligible LIHWAP client has not paid their required portion.
- Invoice the eligible LIHWAP client in accordance with Water Provider's normal billing practices.
- Upon verbal or written request from Agency, provide at no cost to the Agency the eligible LIHWAP client's billing and usage history for previous twelve months, or available history plus monthly estimates if less than twelve

months of billing history and usage is available. Water Provider will transmit such billing history via electronic mail or facsimile as soon as possible, but no later than forty-eight hours following the request.

- Work with Agency and eligible LIHWAP client to explore the feasibility of offering flexible payment arrangements that may include, without limitation, waiving security deposits, reconnect fees, application fees, and all other fees whenever possible.
- Not discriminate against eligible LIHWAP client in price or services, including the availability of deferred payment plans, level or average payment plans, discount, budget, advance payment or other credit plans.
- Not refuse to provide water service or otherwise discriminate in the marketing and provision of water service to any eligible LIHWAP client because of race, creed, color, national origin, ancestry, sex, marital status, age, lawful source of income, level of income, disability, financial status, location of client in an economically distressed geographic area, or qualification for low-income or water-efficiency services.
- Allow Agency forty-five days from the date of pledge for assistance payment to forward payment to the Water Provider. Water Provider agrees not to consider the portion of the eligible LIHWAP client's account to be paid by the Agency delinquent if said payment is received within the above mentioned forty-five day period, and Water Provider is provided with a verbal or signed pledge from the Agency within forty-five days of identifying an eligible LIHWAP client.
- Not interrupt service if eligible LIHWAP client is eligible under PUC regulations, or other state agency regulations (as applicable), and enters into an agreement with the Water Provider concerning how the eligible LIHWAP client will pay the balance owed Water Provider and the eligible LIHWAP client is meeting the obligation under such agreement.
- If the Agency has paid for an initial deposit or similar refundable instrument, upon the termination of service to the eligible LIHWAP client, the Water Provider shall return funds including interest (after any balance owed) to the Agency in accordance with PUC regulations or 10 Texas Administrative Code §6.312(f) (as applicable).
- Not apply LIHWAP payments to account balances that have previously been written off or paid with other funds.
- Not apply LIHWAP payments to commercial accounts. LIHWAP payments must only be applied to residential accounts.
- Clearly enter, on LIHWAP household bills, the amount of LIHWAP payment(s) received in a manner which identifies the payment as received from LIHWAP or at least the amount paid by LIHWAP shown as credited.
- Continually maintain accurate records of LIHWAP credit balances and annually reconcile accounts. After one year, credit balances must be refunded to the Agency, in compliance with LIHWAP Water Provider Refund Policies.
- Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.
- Cooperate with any Federal, State, or local investigation, audit, or program review. Understand that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP.
- Water Provider's application materials should include language that authorizes the Water Provider to release the applicant's information as described below to the Agency, Texas Department of Housing and Community

Affairs, Texas State Auditor's Office, Office of the Attorney General of Texas, U.S. Department of Health and Human Services, the U.S. Department of Health and Human Services Internal Auditor, or the designee of any of these governmental agencies.

- Data related to a eligible LIHWAP client's Water Services and payments must be provided within a timeframe specified by the Agency at no cost and must be provided in the format requested by the Agency. The data must be provided to the Agency for the purposes of verification, research, evaluation, analysis, and reporting. The eligible LIHWAP client's signed LIHWAP application will authorize the Water Provider to release this information to the Agency.

**AGENCY RESPONSIBILITIES. The Agency will:**

- Accept written referrals for LIHWAP benefits by the Water Provider, and evaluate whether the referral is eligible as an eligible LIHWAP client.
- Obtain written permission for Agency to request and have access to eligible LIHWAP client information, including confidential or personal account information, credit and payment history, from eligible LIHWAP client's seeking Agency assistance. Social Security numbers are not required for the LIHWAP program and may not be disclosed to Agency.
- Provide to Water Provider, at Water Provider's request, eligible LIHWAP client's written permission for Agency's access to eligible LIHWAP client's information as stated above.
- Review invoice(s) submitted by the Water Provider. The Agency may request additional documentation and/or clarification of charges as needed. No payment will be made without all required documentation/clarification of charges.
- Not provide payments on behalf of an eligible LIHWAP client to Water Provider without having adequate funds to pay such payments.
- Provide payment to the Water Provider after receipt of proper invoices, and any additional required documentation or clarification, for services rendered pursuant to this Water Provider Agreement, upon full compliance by the Water Provider with the terms herein within 45 days.
- Determine if a client is LIHWAP eligible within ten calendar days of contacting Water Provider.
- Provide Water Provider a list of names, telephone numbers and e-mail addresses of Agency staff designated to make payments on behalf of the Agency and eligible LIHWAP clients, if requested from Water Provider.
- Comply with all relevant state and federal laws and regulations in its implementation of the LIHWAP. Follow all supplemental terms and conditions as set forth by the U.S. Department of Health and Human Services. The Agency shall provide notice of any changes or amendments to policies or guidelines for the LIHWAP.

**CONFIDENTIALITY.** The terms of any confidential transaction under this Water Provider Agreement or any other information exchanged by the Agency and Water Provider relating to any transaction shall not be disclosed to any person not employed or retained by the Agency or Water Provider, their affiliates, or brokers, except to the extent disclosure is 1) required by law; 2) necessary to disclose to the other Party in connection with a dispute between the Parties; 3) otherwise permitted by written consent of the other Party; 4) required by guarantors to be disclosed; 5) information which must be disclosed to a third Party to transmit water; 6) to meet reliability council, regulatory, administrative, judicial, governmental, or regulated commodity exchange requirements where necessary; or 7) information which was or is hereafter in the public domain (except by breach of this Water Provider Agreement).

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Authorized Water Provider Signature Date

---

Typed Name of Authorized Signature Title

( 512 )

---

Water Provider Telephone Number

---

Water Provider Email Address



2021-12-09

---

Authorized Agency Signature Date

Marco Cruz

Executive Director

---

Typed Name of Authorized Signature Title

( 512 ) 255-2202

---

Agency Telephone Number

utilities@owbc-tx.org

---

Agency Email Address

# Signature Certificate

Document Ref.: VGF67-NQC6I-NCZF9-688ET

Document signed by:

	<p><b>Marco Cruz</b> Verified E-mail: mcruz@owbc-tx.org</p> <p>IP: 162.202.207.159      Date: 09 Dec 2021 21:51:10 UTC</p>	 
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Document completed by all parties on:  
09 Dec 2021 21:51:10 UTC

Page 1 of 1



Signed with PandaDoc.com

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## Administration

## ITEM 4.15

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

### Agenda Item Brief

- Meeting Date:** December 14, 2021
- Agenda Item:** Discuss and consider action: Authorize staff to enter into a vendor agreement with Opportunities for Williamson and Burnet Counties (OWBC) for the purpose of Low Income Household Water Assistance Program (LIHWAP): P. Langford
- Background:** The City of Burnet currently has a CEAP Vendor agreement with OWBC that provides grant funding to assist customers with payment of their electric bill. OWBC recently secured funding from the Texas Department of Housing and Community Affairs (TDHCA) to provide assistance to low income water customers for payment of their water bill.
- City of Burnet residents who qualify for low income assistance can apply with OWBC for a grant to assist them with payment of their water bill.
- Information:** The contract with Opportunities for Williamson and Burnet Counties is renewed every two years. There have been no significant changes to the contract since the last renewal.
- Fiscal Impact:** Burnet residents have received 760 payments totaling \$84,131 in assistance grants from Opportunities for Williamson and Burnet Counties in the past 24 months.
- Recommendation:** Staff recommends approval of the vendor agreement with Opportunities for Williamson and Burnet Counties (OWBC) for the Comprehensive Energy Assistance Program (CEAP) to assist City of Burnet residents.



## Administration

## ITEM 4.16

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

### Agenda Item Brief

**Meeting Date:** December 14, 2021

**Agenda Item:** Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH THE FIRM FREESE AND NICHOLS TO PROVIDE PROFESSIONAL PLANNING SERVICES RELATED TO CREATING A NEW COMPREHENSIVE PLAN FOR THE CITY OF BURNET: D. Vaughn

**Background:** At the May 19, 2021 City Council Budget workshop, Council prioritized moving forward with the creation of a new Comprehensive Plan to assist with planning and development processes for future growth of the city.

Eight firms submitted qualifications. On July 27, 2021, City Council appointed a Comprehensive Plan Committee to review and interview the firms. On September 14, 2021, City Council selected the firm recommended by the Committee "Freese and Nicols, Inc." and authorized the City Manager to negotiate a contract with the firm.

**Information:** The City Manager, under the direction of the Committee negotiated a Professional Service Agreement for an amount not to exceed \$252,368.00 for delivery of a Comprehensive Plan which includes the components that follow:

- Land Use, Neighborhoods, Growth and Parks/Open Space Network;
- Code Diagnostic and Critical Regulatory Amendments
- Transportation and Mobility
- Infrastructure
- Economic Development and Fiscal Resilience
- Downtown Preservation and Urban Design

The process will include significant public engagement led by the consultant. Services include preparation of a final document and implementation plan.

**Fiscal Impact**

This resolution authorizes the expenditure of \$252,368.00.

**Recommendation:**

Approve and adopt Resolution R2021-66 as presented.

## RESOLUTION NO. R2021-66

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING A PROFESSION SERVICE AGREEMENT WITH THE FIRM FREESE AND NICHOLS TO PROVIDE PROFESSIONAL PLANNING SERVICES RELATED TO CREATING A NEW COMPREHENSIVE PLAN FOR THE CITY OF BURNET

**Whereas**, at a City Council Budget workshop on May 19, 2021, City Council prioritized the need for a new City of Burnet Comprehensive Plan; and

**Whereas**, on June 1, 2021, the city executed a Request for Qualifications, RFQ 2021-01 Professional Planning Services for a Comprehensive Plan; and

**Whereas**, at a regular session on July 27, 2021, City Council appointed a committee to facilitate the development of the Comprehensive Plan for the City; and

**Whereas**, on September 14, 2021, City Council selected the committee's recommendation of the firm Freese and Nichols, Inc., and authorized the City Manager to negotiation an agreement for professional planning services for a new City of Burnet Comprehensive Plan.

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

**Section one. Findings.** The recitals to this Resolution are hereby adopted and incorporated herein for all purposes.

**Section two. Approval.** The professional services agreement with the firm Freese and Nichols, attached hereto is hereby approved.

**Section three. Authorization.** The city manager is hereby authorized and directed to execute, on behalf of the city, a professional service agreement in substantial form as the attachment and take such other action and execute such other ancillary documents as may be reasonably necessary to facilitate the purpose of this resolution.

**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 14<sup>th</sup> day of December, 2021.

**CITY OF BURNET, TEXAS**

---

Crista Goble Bromley, Mayor

**ATTEST:**

---

Kelly Dix, City Secretary

Attachment” Professional Services Agreement with Freese and Nichols, Inc.

**CITY OF BURNET**  
**STANDARD PROFESSIONAL SERVICES AGREEMENT**

**THE STATE OF TEXAS**

§  
§  
§

**KNOW ALL BY THESE PRESENTS**

**BURNET COUNTY**

This Professional Services Agreement (“Agreement”) is made and entered by and between the City of Burnet, Texas, (the “City”) a Texas municipality, and Freese and Nichols Inc., incorporated in the state of Texas (“Professional”).

**Section 1. Duration.** This Agreement shall become effective upon execution by the City and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

**Section 2. Scope of Work.**

- (A) Professional shall perform the Services as more particularly described in the Scope of Work attached hereto as Exhibit “A”. The work as described in the Scope of Work constitutes the “Project”. Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.
- (B) The Quality of Services provided under this Agreement shall be of the level of professional quality performed by Professionals regularly rendering this type of service.
- (C) The Professional shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- (D) The Professional may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

**Section 3. Compensation.**

- (A) *Compensation.* The Professional shall be paid in the manner set forth in Exhibit “B” and as provided herein.
- (B) *Billing Period:* The Professional may submit monthly, or less frequently, an invoice for payment based on the estimated completion of the described

Freese and Nichols Comprehensive Plan Consultation Services

tasks and approved work schedule. Subject to Chapter 2251, Texas Government Code (the "Prompt Payment Act"), payment is due within thirty (30) days of the City's receipt of the Professional's invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

- (C) *Reimbursable Expenses:* Any and all reimbursable expenses related to the Project shall be included in the scope of services (Exhibit A) and accounted for in the total contract amount in Exhibit "B" and the Task and Deliverables Summary Shown in Exhibit "B-1". If these items are not specifically accounted for in Exhibit A they shall be considered subsidiary to the total contract amount.

#### **Section 4. Changes to the Project Work; Additional Work.**

- (A) *Changes to Work:* Professional shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the City finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Professional shall make such revisions if requested and as directed by the City and such services will be considered as additional work and paid for as specified under following paragraph.
- (B) *Additional Work:* The City retains the right to make changes to the Scope of Work at any time by a written order. Work that is clearly not within the general description of the Scope of Work and does not otherwise constitute special services under this Agreement must be approved in writing by the City by supplemental agreement before the additional work is undertaken by the Professional. If the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project and therefore constitutes additional work, the Professional shall promptly notify the City of that opinion, in writing. If the City agrees that such work does constitute additional work, then the City and the Professional shall execute a supplemental agreement for the additional work and the City shall compensate the Professional for the additional work on the basis of the rates contained in the Scope of Work. If the changes deduct from the extent of the Scope of Work and Exhibit B, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by Professional not previously approved as additional work shall be at risk of the Professional.

**Section 5. Time of Completion.** The prompt completion of the services under the Scope of Work is critical to the City. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of the Professional and termination of this Agreement

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without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination. The Scope of Work shall provide, in either calendar days, number of months, or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks and services described in the Scope of Work.

**Section 6. Insurance.** Before commencing work under this Agreement, Professional shall obtain and maintain the liability insurance provided for in attached Exhibit C throughout the term of this Agreement and thereafter as required herein.

In addition to the insurance provided for in Exhibit C, Professional shall maintain the following limits and types of insurance:

*Professional Liability Insurance:* professional errors and omissions liability insurance with limits of liability not less than \$1,000,000 per occurrence covering all work performed by the Professional, its employees, sub-contractors, or independent contractors. If this coverage can only be obtained on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with the Professional continuing to furnish the City certificates of insurance.

*Workers Compensation Insurance:* The Professional shall carry and maintain during the term of this Agreement, workers compensation and employers liability insurance meeting the requirements of the State of Texas on all the Professional's employees carrying out the work involved in this contract.

*General Liability Insurance:* The Professional shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Professional or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

*Automobile Liability Insurance:* Professional shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Professional or its employees.

*Subcontractor.* In the case of any work sublet, the Professional shall require subcontractor and independent contractors working under the direction of either the Professional or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Professional.

*Qualifying Insurance:* The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.

Evidence of such insurance shall be attached as Exhibit "D".

**Section 7. Miscellaneous Provisions.**

- (A) *Subletting.* The Professional shall not sublet or transfer any portion of the work under this Agreement, or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor.
  
- (B) *Ownership of Documents.* Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by the City shall be delivered to and become the property of the City. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE CITY'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant to the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at Professional's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement.

- (C) *Professional's Seal.* To the extent that the Professional has a professional seal it shall placed on all documents and data furnished by the Professional to the City. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the Professional's industry. The plans, specifications and data provided by Professional shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the City and Professional. The City acknowledges that Professional has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for informational purposes only and are not guarantees.
- (D) *Compliance with Laws.* The Professional shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Professional shall furnish the City with satisfactory proof of compliance.
- (E) *Independent Contractor.* Professional acknowledges that Professional is an independent contractor of the City and is not an employee, agent, official or representative of the City. Professional shall not represent, either expressly or through implication, that Professional is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Professional.
- (F) *Non-Collusion.* Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.

(G) *Force Majeure*. If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

(H) *Agreement governs*. In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Services, this Agreement shall govern. The Scope of Services is intended to detail the technical scope of services, fee schedule, and contract time only and shall not dictate Agreement terms.

## **Section 8. Termination.**

(A) This Agreement may be terminated:

- (1) By the mutual agreement and consent of both Professional and City;
- (2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;
- (3) By the City, immediately upon notice in writing to the Professional, as consequence of the failure of Professional to perform the services contemplated by this Agreement in a timely or satisfactory manner;
- (4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Professional.

(B) If the City terminates this Agreement pursuant to Section 5 or subsection

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8(A)(2) or (3), above, the Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional considering the actual costs incurred by the Professional in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination that is not the fault of the Professional, the Professional shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

**Section 9. Indemnification.** Professional agrees to indemnify and hold the City of Burnet, Texas and all of its present, future and former agents, employees, officials and representatives harmless in their official, individual and representative capacities from any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, for injuries to persons (including death) or to property (both real and personal) created by, arising from or in any manner relating to the services or goods performed or provided by Professional – expressly including those arising through strict liability or under the constitutions of the United States or Texas – BUT ONLY TO THE EXTENT ALLOWABLE BY SEC. 271.904(a) OF THE TEXAS LOCAL GOVERNMENT CODE AS APPLICABLE.

**Section 10. Notices.** Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

**Section 11. No Assignment.** Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

**Section 12. Severability.** If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or

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provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

**Section 13. Waiver.** Either City or the Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

**Section 14. Governing Law; Venue.** This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Burnet County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Burnet County, Texas.

**Section 15. Paragraph Headings; Construction.** The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

**Section 16. Binding Effect.** Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

**Section 17. Gender.** Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

**Section 18. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

**Section 19. Exhibits.** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same. Exhibits are as follows:

Exhibit "A": Scope of Work.

Exhibit "B": Compensation

Exhibit "B-1": Task and Deliver Summary

Exhibit "C": Requirements for all Insurance Documents

**Section 20. Entire Agreement.** It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

**Section 21. Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

**Section 22. Right To Audit.** City shall have the right to examine and audit the books and records of Professional with regards to the work described in Exhibit A, or any subsequent changes, at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

**23. Dispute Resolution.** In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Remainder of page intentionally blank. Signature page to follow.

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**24. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire.** Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

**EXECUTED**, by the City on this the \_\_\_\_\_ day of December, 2021.

**CITY:**

**PROFESSIONAL:**

By: \_\_\_\_\_  
Name: David Vaughn  
Title: City Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ADDRESS FOR NOTICE:**

**CITY**

**PROFESSIONAL**

City of Burnet  
Attn: City Manager  
P.O. Box 1369  
1001 Buchanan Drive, Suite 4  
Burnet, Texas 78154

Freese and Nichols Inc.  
Wendy Shabay  
10431 Morado Circle  
Building 5, Suite 300  
Austin, Texas 78759

**Exhibit "A"**

**Scope of Services**

## SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

### ARTICLE I

**BASIC SERVICES:** FNI shall render the following professional services in connection with the development of the Project:

#### PROJECT UNDERSTANDING:

The City of Burnet (Client, City) is engaging a FNI to prepare a local comprehensive plan consistent with standards, procedures and best management practices in Texas. The project planning area will encompass the existing Burnet city limits and extraterritorial jurisdiction (ETJ) as identified by the City.

#### SCOPE OF SERVICES:

Tasks prepared as part of this planning effort may occur concurrently or sequentially where appropriate, or in some cases may deviate from the sequence shown in this Scope of Services document.

### **BASIC SERVICES PHASE 1: COMPREHENSIVE PLAN**

#### **Task 1: Project Management and Quality Control**

Perform general project management and control project quality, progress and budget for the scoped period of completion, including the FNI's monthly reporting and invoicing requirements, monthly status meetings with the City, and similar efforts.

#### Deliverables:

- Monthly one-page reports
- Monthly project management meetings

#### **Task 2: Engagement and Meetings**

**For all engagement efforts described below, the City and FNI may mutually agree to reassign meetings and engagement methods for other forms of outreach with similar effort to leverage other opportunities in the community or allow for other creative approaches as established in the Public Engagement Plan mutually agreed to by the City and FNI. This includes digital and socially-distant alternatives should the City and FNI deem such approaches necessary or preferred due to external factors such as public health emergencies.** Efforts will be made to coordinate outreach to align with other community events to reach broader audiences, with attention toward tailoring the outreach to align with the atmosphere of the event. A Public Engagement Plan will be prepared, agreed to, and finalized.

1. Staff Initiation Conference Call (1 meeting, totaling 1 hour)

A conference call or virtual meeting with City staff will take place at the beginning of the project to familiarize all parties with the scope, project schedule, project kick-off, data request needs and timing, invoicing, communication and key staff, and other significant considerations.

2. Kick-off Meeting and Study Area Tour (1 meeting and study area tour/initial observations, totaling 8 hours)

Attend one (1) kick-off meeting with the City. The purpose of the meeting will be to build upon discussions of the staff initiation conference call.

Immediately following the Kick-off Meeting, participate in one (1) site tour of the study area to provide spatial context to conversations about the City's challenges and opportunities. If unable to conduct this as an in-person tour, the City will provide a recommended tour route and key information elements. FNI and the City may also mutually agree to other approaches, such as a virtual study area tour. FNI may make additional observations during this subtask.

3. CPAC Meetings (5 meetings, 2 hours each)

CPAC Meetings will allow for the review of key components of the plan in detail, to explore possible scenarios, to debrief public participation efforts, and to receive direction on plan issues and topics. Such sessions will include an agenda, any necessary maps and handouts for review, and drafts of key tasks for review and comment. The Planning and Zoning Commission will serve as the CPAC. A total of five (5) meetings are included in this scope of work. The first CPAC meeting will take place as part of the trip for the Kickoff Meeting and Study Area Tour.

4. Stakeholder Meetings (10 meetings, 1 hour each)

A total of ten (10) stakeholder meetings are proposed during the project, planned as concurrent sessions over the course of a single day using a mixture of in-person and virtual approaches as appropriate to the audience. These meetings shall be scheduled as back-to-back meetings, if possible, to ensure continuity in the discussion, with logical breaks as necessary.

5. Community Workshops, Open Houses or Other Engagement Effort (3 efforts at 2 hours each)

Three (3) community workshops, open houses or other engagements with similar level of effort, as established in the Public Engagement Plan, will be held during the process to identify issues and opportunities and gather feedback on citizens' visions for the City.

6. City Council Check-In and Adoption Meetings (3 meetings at 2 hours each)

Receive input from and give updates to the City Council at two (2) City Council check-ins during the process. Attend one (1) joint adoption meeting of the Planning and Zoning Commission and the City Council. The City and FNI may mutually agree to reassign these meetings as needed.

7. Interactive Project Website, Virtual Engagement and Project Brand (1 website, 1 project brand, 1 survey)

- a. Establish an interactive project website that supports integrated community engagement tools, such as virtual idea walls for brainstorming, interactive mapping for geographic feedback, virtual town halls and open houses, feature-rich online surveys, participatory budgeting in a seamless platform supportive of desktop and mobile access.
- b. Develop at least one (1) non-scientific online community surveys with the assistance of the City during the course of the project.

- c. Establish branding for use throughout the planning process and on all documents.

Deliverables:

- a. Project website with described capabilities
- b. Meetings, events and engagements, and their associated support materials, as described
- c. Summaries of each engagement activity, consolidated as an appendix to the plan

Summary of Meetings and Trips:

- a. Based on the Scope of Services, the FNI will attend the following meetings:

Fifteen (15) Monthly Status Meetings with the City  
 One (1) Staff Initiation Conference Call  
 One (1) Kick-off Meeting and Study Area Tour  
 Five (5) CPAC Meetings  
 Up to Ten (10) Stakeholder Meetings (single day)  
 Three (3) Community Workshops, Open Houses, or Similar Engagements  
 Two (2) City Council Check-Ins  
 One (1) Adoption Meetings (Joint Planning and Zoning Commission and City Council)

- b. Based on the Scope of Services, the FNI will make eleven (11) trips to the City.

**Task 3: Draft Introduction and Community Snapshot**

1. Baseline Analysis

- a. Study and describe a historic timeline of the City, including major events impacting physical development of the community.
- b. Analyze and describe historic population and related growth trends and patterns.
- c. Explain patterns and impacts of demographic information collected. Demographic data will be based upon the most recent U.S. Census American Community Survey data available at the time Notice to Proceed is given by the City.

2. Planning Context

The following are elements to be documented in order to establish the planning context:

- a. Review and describe past and ongoing planning efforts conducted by the City.
- b. Evaluate and describe applicable regional initiatives.
- c. Conduct and provide a physical features assessment, including topography, floodplains, developed/undeveloped land, natural features, sensitive environmental areas and other

physical implications that impact growth and development.

- d. Evaluate and describe implications of public health emergencies and specifically the COVID-19 pandemic on the City's planning context.

**Deliverables:**

- Draft introduction plan element
- Draft community snapshot plan element, with the following sub-deliverables:
  - Baseline analysis including development history, historic population trends and a demographic profile
  - Physical features analysis of the city and ETJ
  - Significant data and trends evolving from or revealed by the COVID-19 pandemic

**Task 4: Draft Vision, Guiding Principles and Goals**

1. Community Vision

Develop a vision statement based on an assessment of City feedback regarding goals and vision, an understanding of existing community constraints, and a summary of public input and feedback.

2. Guiding Principles

Develop guiding principles based on analysis, community input and feedback received at the beginning of the process.

3. Summary of Community Engagement

Summarize feedback from the community in both qualitative and quantitative terms in a way that demonstrates the Plan is driven by the community. This may be separated and placed in a separate appendix.

**Deliverables:**

- Draft vision plan element containing the vision statement, guiding principles and summary of engagement (recognizing engagement is ongoing and will result in continual update to this chapter)

**Task 5A: Draft Land Use and Development**

1. Existing Land Use Analysis

Assess the land use characteristics of the City, including:

- a. Analysis of types of land use (color-coded by category) and quantified by acres.
- b. Discussion of existing development patterns and land use relationships, both opportunities and constraints.

2. Future Land Use Plan

Develop a future land use plan that will take into account existing land use information, neighborhood compatibility, current zoning regulations, economic development strategies, past development patterns, infill and redevelopment opportunities, and integrate them into a graphic depiction of the community's future. The plan and its associated map will consider the following:

- a. Location of future residential, non-residential, mixed uses, open space and institutional land uses along with associated intensities.
  - b. Location of natural and building environment characteristics of the City to promote conservation, appropriate use and protection of both natural and cultural resources that should be considered when making future development decisions.
  - c. Location of future land uses along major transportation and transit corridors along with associated intensities.
  - d. Economic productivity through development and redevelopment strategies (see also Task 8).
  - e. Compatibility of adjacent uses and contexts to provide transitions and buffering.
  - f. Format and data supportive of forming the land use assumptions component of an update to water and wastewater impact fees.
3. Open Space Networks, and Parks and Recreation Accessibility
- a. Identify parks and open space needs in the City based on the future land use plan, focusing on ensuring access to parks and open space for current and future residents, and accounting for key barriers to walkable access.
  - b. Identify reasonable service areas for existing parks, emphasizing that new development should seek to enhance existing parks when within reasonable walking/biking distance rather than necessarily create new parks.
  - c. Identify areas of deficient access to parks and recreation for targeted acquisition in the future, as well as the type and variety of parks and recreation opportunities needed based on community input and the future land use plan.
  - d. Identify strategies for long-term parks and recreation maintenance, including identification of appropriate roles for property owners associations in future development.
  - e. Identify connectivity corridors for a trails plan, focused on neighborhood connectivity to parks and recreation as well as other significant destinations (which may be integrated with the thoroughfare plan as part of Task 6).
4. Metrics, Consequences and Tradeoffs
- a. Develop metrics to understand consequences and tradeoffs to the future development patterns, and positioning needed today to prepare for likely future needs and community expectations. This should emphasize efficiency of service delivery, utility/resource demand,

walkability, fiscal performance and net revenue positions of different development patterns, and any others deemed appropriate (see also Task 8).

- b. Identify strategies to balance and bridge the gap between current market demand, long-term desired state or aspirational goals of the community, and financial resources required to accelerate preferred development if the market is not yet aligned. Analysis and recommendations regarding alignment of market to vision may alternatively be addressed in Task 8 economic development (see also Task 8).

## 5. Population Patterns

Develop a new projected growth rate and population projections for the City based upon historical growth patterns and future growth considerations, derived from FNI expertise and other professional sources, such as the Texas Water Development Board and Metropolitan Planning Organization. This will be prepared in a manner supportive of forming the land use assumptions component of an update to water and wastewater impact fees.

### Deliverables:

- Draft land use and development plan element as described, including goals, objectives and actions
  - Analysis of existing land uses, with associated map
  - Future land use map (designed to inform impact fee land use assumptions)
  - Metric-based assessment of likely outcomes of the future land use map, including fiscal/net revenue position (aspects may appear in Task 8, alternatively)
  - Parks and open space network map depicting existing facilities, recommended new spaces, service areas and recommended connectivity trails corridors
  - Population projections (designed to inform impact fee land use assumptions)

### **Task 5B: Critical Regulatory Amendments**

This task recognizes identified needs by city staff for amendments to key regulatory provisions of the Code of Ordinances, and a desire to triage such amendments concurrent to creation of the Comprehensive Plan. This task is anticipated to occur early in the project timeline due to criticality of issues as reflected by City staff.

#### 1. Diagnostic Report

Preparation of a diagnostic analysis and report on the City's current development ordinances to identify alterations and amendments necessary to align the regulatory documents to the recommendations of the plan(s) produced under this project as well as best practices. The report will take the form of issue/problem statements with recommended solutions.

#### 2. Zoning-Related Amendments

Prepare amendment language to address elements of the diagnostic report typically contained within a zoning ordinance. This is anticipated to include but not be limited to:

- a. Substantial revision to nonresidential zoning districts and related lot, site and bulk standards, and consistency between districts, including possible consolidations.

- b. Adjustments to residential lot, site and bulk standards to reflect desires for quality, consistency with past development patterns, consistency between districts, and performance-based approaches to quality as incentives for adjustment to minimum standards.
  - c. Evaluation and consolidation of permitted uses and use definitions into a unified tabular format for ease of use and reference.
  - d. Evaluation of special zoning districts/overlays for possible consolidation into base zoning districts where possible, and clarification for applicability to improve user experience.
  - e. Improvements to development standards to enhance quality outcomes through both minimum standards and incentive-based standards, including but not limited to lighting, landscape, height compatibility and residential adjacency compatibility.
3. Subdivision-Related Evaluation

Review and provide feedback on changes to the subdivision regulations prepared by city staff.

Deliverables:

- Diagnostic report
- Zoning Ordinance amendments
- Commentary on draft Subdivision Ordinance amendments

**Task 6: Thoroughfare Plan**

Information collected as part of the public/stakeholder input will form the framework from which a set of broad-based goals and objectives that support the achievement of the thoroughfare plan network will be developed.

1. Current Plans and Agency Coordination

Compile pertinent current planning and capital programming efforts to ensure that connectivity with other current and long-range regional system enhancements is considered. Data will be collected from the City, the Texas Department of Transportation (TXDOT), and the Metropolitan Planning Organizations (MPO). The City will provide current GIS mapping data to include; city and extraterritorial jurisdiction limits, street centerline and names, parcel data, current right-of-way, existing thoroughfare plan, and public and community facilities. This will form the base Thoroughfare Plan map.

2. Existing Conditions Assessment

Conduct a general overview of the existing thoroughfare system to serve as a basis for plan development. This assessment will include: existing street functional classification, identification of critical intersections, existing and future major traffic generators, and key regional connections. Data of available traffic volumes or validated travel demand modeling from the City, TxDOT or MPO

will be used to assess general roadway utilization and potential issues resulting from long-term growth. Data compiled from this task of effort will be documented to establish a planning context and include:

- Current local and regional travel patterns
- Key planning, growth and development influences on arterial corridors
- Supporting identified issues and needs of the arterial transportation network

### 3. Evaluation of Future Roadway Needs

Review available travel forecast modeling information to serve as a conduit for defining future network needs, support roadway sizing conversations, and/or system improvements necessary to address long-term growth and development. Consultant will coordinate with the MPO to obtain relevant forecasts, other long-range planning, or growth trends based on historical count figures. Internally collaborate and coordinate relevant long-term growth trends and data gathered as part of the land use plan effort if available, to ensure relevant transportation system connectivity and integration is addressed that will meet anticipated growth needs of the city. Land use location, type, density and intensity from the land use plan aggregated to the traffic area zone will be considered as part of this thoroughfare planning process. Other information such as: future major employers, large population concentrations, community facilities or amenities will also be considered with input from the city.

Locations for new corridor connections will be based largely on stakeholder input gathered through public involvement, and represented graphically on maps as future needs.

### 4. Thoroughfare Plan and Functional Classification

Based on plan input, future land use planning, evaluation of future needs, and growth/connectivity, update the Thoroughfare Plan to address community need, regional connectivity, and long-term needs for thoroughfare network development. System functional classification will also be addressed to facility long-term mobility needs. Key arterial classes of the network will be identified for policy recommendation, general design and right-of-way preservation.

One combined meeting to coordinate with TxDOT and the MPO on draft recommendations will be facilitated, with followup correspondence once the plan has cleared board and commission recommendation.

### 5. Design Standards

The City's current design standards will be reviewed, and recommendations prepared for up to 5 street functional classifications. These recommended roadway cross-sections will graphically depicting land configurations, pedestrian realm and right-of-way dimensions. General design standards for thoroughfare layout (location, intersection spacing, etc.) may also be prepared. Supporting text detailing pedestrian systems will also be included, informed by the trails portion of the parks and rec section of the plan. General recommendations for future Urban Trail and pedestrian connections locations may be made graphically on mapping. Locations for key non-auto connections will be based largely on stakeholder input gathered through public involvement.

Define key corridor considerations necessary for system implementation and preservation of carrying capacity of network facilities. Elements such as access coordination, shared drives, special pedestrian facilities and coordinated median openings will be highlighted.

## 6. Action Plan

Provide a list of near- and long-term actions for implementation of the thoroughfare plan and include: general roadway needs, key policy considerations (traffic impact analysis, etc.), and/or other programmatic items (pavement management program, etc.). Action items will be organized into a matrix describing the specific action, its priority and timeframe, and the parties responsible for carrying out the action. Action items will be organized into a checklist-style matrix describing the “who, what, when and how” for implementing or carrying out each recommendation.

### Deliverables:

- Draft thoroughfare plan element as described, and supporting narrative including goals, objectives and policy actions. Sub-deliverables include:
  - Thoroughfare plan map
  - Functional classifications of thoroughfares
  - Cross sections for the thoroughfare functional classifications
  - Pedestrian connections map (may consolidate with trails component described within land use)
  - Action plan, including prioritization

## **Task 7: Infrastructure**

All aspects of infrastructure will link back to growth response and jurisdiction management, with particular attention towards policies involving water and wastewater Certificates of Convenience and Necessity (CCNs) and logical jurisdictional boundaries based on infrastructure efficiency. This element will primarily emphasize approaches to paying for growth, and a balance between impacts of new growth and needs of current residents.

### 1. Water and Wastewater Infrastructure

The water and wastewater infrastructure elements will be evaluated to inform a recommended capital improvements program capable of supporting potential update of the City’s adopted impact fees.

- a. Review Historical Water Demands and Wastewater Flows: Obtain and evaluate historical water usage and wastewater flow data to develop trends and calculate peaking factors. This data will be used to determine expected per-capita loads for future projections.
- b. Develop Water Demand Projections: Develop water demand projections for existing, 5-year, 10-year, and Buildout conditions using the future land use assumptions and selected design criteria. Demands will be calculated by pressure zone.
- c. Develop Wastewater Flow Projections: Develop wastewater flow projections for existing, 5-year, 10-year, and Buildout conditions using the future land use assumptions and selected design criteria.

- d. Evaluate TCEQ Capacity Requirements Compliance: Evaluate the existing distribution system for compliance with the TCEQ Chapter 290 water system capacity requirements. Analyze production capacity, pumping capacity, elevated storage capacity, and total storage capacity by pressure plane to determine if any deficiencies exist. Evaluate the wastewater system for compliance with TCEQ Chapter 217. General recommendations for improvements will be developed for any areas not in compliance. Hydraulic models and cost estimates will not be developed.
  - e. Evaluate Pumping, Storage, Treatment, and Production Capacity for Future Needs: Analyze and develop existing vs. recommended capacity for pumping, ground and elevated storage, and water production throughout the city based on future needs for distribution system improvements. Evaluate the capacity of the wastewater treatment plant.
  - f. Identify Water and Wastewater System Improvements: Using the water demands and wastewater flows as well as projected development information, FNI will conduct a desktop analysis to develop a 10-year water and wastewater system improvements. The improvements will be focused on growth and will not include rehabilitation projects. No hydraulic modeling will be conducted.
  - g. Water and Wastewater Improvements Meeting: Meet with the City to discuss water demands projections, wastewater flow projections, and proposed system improvements.
  - h. Develop Water and Wastewater Capital Improvements Plan (CIP): Develop prioritization and costs for each proposed project in Year 2022 dollars including engineering and contingencies. Large scale citywide maps will be produced showing proposed projects, costs, and phasing.
  - i. Technical Memorandum: Develop a technical memorandum summarizing the water and wastewater system evaluation and recommended CIPs. FNI will solicit comments from the City and finalize the memorandum. A pdf of the final memorandum will be provided to the City and incorporated as part of the Comprehensive Plan appendix.
  - j. Summarize the findings of the water and wastewater systems in the comprehensive plan.
2. Stormwater Infrastructure

The Comprehensive Plan will include goal, policy and action items for a stormwater/drainage utility component.

- a. The plan will identify approaches to managing and mitigating both point and non-point source pollution in stormwater
- b. The plan will identify approaches to stormwater that support low impact development and preservation of natural assets/systems.
- c. The plan will identify strategies to support long-term minimization of new development's impact on the stormwater system.
- d. The plan will identify locations of drainage challenges and possible resolution/mitigation,

including recommendations for capital projects and operational changes, along with funding approaches.

Deliverables:

- Draft infrastructure plan element as described, and supporting narrative including goals, objectives and policy actions. Sub-deliverables include:
  - Water demand and wastewater flow projections
  - Water utility capital project lists and appropriate accompanying policy recommendations
  - Wastewater utility capital project lists and appropriate accompanying policy recommendations
  - Technical memorandum to accompany water and wastewater analysis, CIP and recommendations
  - Stormwater system capital project lists and appropriate accompanying policy recommendations

**Task 8: Economic and Fiscal Resiliency**

1. Evaluate economic approaches and challenges in the City and Highland Lakes region, including those brought about by the coronavirus, to develop strategies to build economically resilient and diverse communities.
2. Assess, apply and incorporate existing data from the Burnet Economic Development Corporation retail-related studies.
3. Analyze the broad factors influencing new development, redevelopment and tourism activity in the City, focusing on complete neighborhoods and equitable access to economic opportunity while addressing density needs and variables that influence the vibrancy of commercial corridors and nodes.
4. Examine the high level economic and tax impacts of the major components of the Plan, providing the City with a sense of how much new job activity and incremental revenue will be captured over the next 10 to 20 years. Quantify and assess the return on investment (ROI) and fiscal performance (revenue and cost-to-serve) of different potential development forms/uses, based on the Future Land Use Map and associated recommendations of Task 5A.
5. Identify future housing needs and the economic impact of different types of housing to the City's financial stability and ability to provide services at desired levels. This will include an evaluation based on densities, lot sizes, single family and multi-family, etc.
6. Identify target industries and appropriate strategies/incentives to attract those target industries.
7. Identify strategies to balance and bridge the gap between current market demand, long-term desired stated or aspirational goals of the community, and financial resources required to accelerate preferred development if the market is not yet aligned (see also Task 5A).
8. Recommendations and findings will take into consideration the City's position within the regional competitive economic development environment, seeking to identify those attributes that can distinguish the City and bring about the desired quality of life.

**Deliverables:**

- Draft economic resiliency plan element as described, including goals, objectives and actions. Sub-deliverables include:
  - Identification of target industries appropriate to Burnet
  - Return on Investment and fiscal performance data of development forms/uses in accordance with items 5 and 7 of this Task.
  - Identification of appropriate incentives/strategies for the identified target industries
  - Identification of appropriate economic development tools and financing methods to support economic development and quality of life goals

**Task 9: Downtown, Preservation and Identity**

## 1. Downtown

- a. Prepare a map of opportunities and constraints affecting downtown revitalization.
- b. Identify specific projects, policies and opportunities for improving and enhancing public and private efforts to promote downtown revitalization.
- c. Prepare a character/form plan depicting categories of development intensities, building types and other appropriate characteristics in an urban condition.
- d. Develop actions at appropriate scales to support downtown revitalization.

## 2. Preservation and Design

- a. Assess the City's efforts in historic preservation, identifying any needs for new or updated historic resources surveys.
- b. Develop policies and actions that address community gateways, community image, and the preservation of character-giving community elements.

**Deliverables:**

- Draft plan element as described, including goals, objectives and actions. Sub-deliverables include:
  - Description of key historic elements of the City
  - Downtown opportunities and constraints map
  - Creation of a character/form plan for downtown redevelopment
  - A downtown-focused action plan
  - Recommended approaches to achieving preservation goals that also encourage market participation
  - Recommendations and photographic examples to describe the City's future gateways and image

**Task 10: Draft Implementation**

Provide an implementation plan structured into a coordinated action program The implementation plan will

outline priorities in a matrix format, primarily by:

1. Reviewing the various policies and related recommendations from each plan element.
2. Dividing the policies and related recommendations into applicable implementation techniques/actions, such as regulatory actions, programs, and intergovernmental partnerships, to create an overall Action Plan.
3. Prioritizing the implementation techniques/actions into appropriate time periods.
4. Establishing appropriate metrics from which to gauge the effectiveness of the strategies implemented and progress toward full plan implementation.

Deliverables:

- Draft implementation plan element as described, with subdeliverables as follows:
  - An action plan matrix reflecting a comprehensive list of plan recommendations, categorized and organized appropriately for usability, prioritization, and lead agencies/departments
  - Measurable metrics for accountability back to the community, from which the Plan implementation can demonstrate effectiveness and progress towards the vision

#### **Task 11: Preparation of Final Documents**

1. Draft Report
  - a. Individual draft plan elements will be sent throughout the planning process. The City will consolidate comments from staff, CPAC and others and provide one set of consolidated comments per plan element to the FNI within two (2) weeks of submission.
  - b. Prepare a draft Comprehensive Plan Report (Draft 1) that will document the planning process and aforementioned tasks. The draft will be provided to the City, CPAC and other parties the City wishes to include for review and comments. The City will consolidate comments from staff, CPAC and others on Draft 1, and provide one set of consolidated comments within two (2) weeks of submission. The FNI will provide a comment review meeting to clarify any comments.
  - c. Prepare a revised draft Comprehensive Plan Report (Draft 2) to address the comments and revisions from Draft 1. This draft will serve as the draft for approval consideration by the Planning and Zoning Commission and City Commission.
2. Final Report and Deliverables
  - a. Produce an “as adopted” final report to incorporate any changes made during the adoption process by City Commission.
  - b. Provide deliverable in digital format (PDF), including both text and mapping, such that it will be easily reproducible. Electronic files of the final Comprehensive Plan will be provided to the City. The plan will be prepared in Adobe InDesign.

3. Plan Mapping

All mapping created will use ESRI's ArcGIS software and other necessary rendering software. It is assumed that the City will provide all necessary base mapping data in compatible electronic format in order to generate necessary mapping.

ARTICLE II

**ADDITIONAL SERVICES:** Additional Services to be performed by FNI, if authorized by City, which are not included in the above described basic services, are described as follows:

- A. Printing and binding of documents in addition to those identified in ARTICLE II will be billed in accordance with the rates outlined in Attachment CO. FNI, following a request for assistance from the City, will prepare an estimate for approval by the City prior to initiating work.
- B. Making revisions to drawings or other report documents when such revisions are 1) not consistent with approvals or instructions previously given by City or 2) due to other causes not solely within the control of FNI.
- C. Meeting or trips in excess of the number of meetings included in Article I for coordination meetings, public meetings or other activities. Additional meetings requested by the City in excess of those included in Article I will be billed hourly in accordance with the rates outlined in Attachment CO.
- D. Preparation of new impact fees or impact fee updates for water, wastewater, roadway or drainage under Chapter 395.
- E. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications, including MPO applications.
- F. Preparing detailed concept alignments for new roadways, related outreach and stakeholder engagement.
- G. Preparing data and reports for assistance to City in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- H. Revisions, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- I. Providing basic or additional services on an accelerated time schedule. This includes cost for overtime wages of employees and FNIs, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the City.
- J. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- K. Providing document revisions in excess of those outlined in Article I.

ARTICLE III

**TIME OF COMPLETION:** FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the Phase 1 basic services within **fifteen (15) months of the notice to proceed**

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and will be based upon rates outlined in Attachment CO.

ARTICLE IV

**RESPONSIBILITIES OF OWNER:** City shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Provide meeting space and coordinate equipment needs, room set up, and logistics for meetings outlined in Article I.
- B. Provide information from all previous and current studies and projects (as available) that may affect the outcome of the Plan. This information will be provided in digital format when possible and available.
- C. Provide the most recently updated digital base map and aerial imagery of the planning area for use during the comprehensive plan preparation process. These files will be in the form of GIS file types native to ESRI ArcGIS.
- D. Contact meeting invitees for stakeholder and public meeting(s). This includes email, mail, newsletter or other forms of notification.
- E. Examine and provide prompt feedback on all submittals, draft reports, sketches, drawings, and other documents presented by FNI within a reasonable time so as not to delay the services of FNI. City comments should be consolidated with clear and concise edits, preferably typed for legibility.
- F. Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to FNI's services for the Project.
- G. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- H. Bear all costs incident to compliance with the requirements of this Article IV.

ARTICLE V

**DESIGNATED REPRESENTATIVES:** FNI designates the following representatives:

FNI's Project Representative

Name: Carly Kehoe, JD  
E-mail: Carly.Kehoe@freese.com  
Phone: 512-200-9742

FNI's Accounting Representative

Name: Stephanie Kirchstein  
E-mail: Stephanie.kirchstein@freese.com  
Phone: 214-217-2212

**Exhibit "B" and  
Compensation**

**COMPENSATION**

Compensation to FNI for Basic Services in Attachment SC shall be the lump sum of Two Hundred Fifty Two Thousand Three Hundred Sixty Eight Dollars (\$252,368).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

<u>Position</u>	<u>Hourly Rate</u>	
	<u>Min</u>	<u>Max</u>
Professional 1	71	131
Professional 2	89	139
Professional 3	108	202
Professional 4	135	216
Professional 5	164	310
Professional 6	174	353
Construction Manager 1	79	156
Construction Manager 2	96	168
Construction Manager 3	148	198
Construction Manager 4	182	256
CAD Technician/Designer 1	63	130
CAD Technician/Designer 2	92	140
CAD Technician/Designer 3	118	184
Corporate Project Support 1	46	111
Corporate Project Support 2	65	155
Corporate Project Support 3	93	236
Intern / Coop	38	95

**Rates for In-House Services and Equipment**

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>			<u>Equipment</u>		
Standard IRS Rates		<u>B&amp;W</u>	<u>Color</u>	Valve Crew Vehicle (hour)		\$75
		\$0.10	\$0.25	Pressure Data Logger (each)		\$200
<u>Technology Charge</u> \$8.50 per hour	Small Format (per copy)			Water Quality Meter (per day)		\$100
	Large Format (per sq. ft.)			Microscope (each)		\$150
	Bond	\$0.25	\$0.75	Pressure Recorder (per day)		\$100
	Glossy / Mylar	\$0.75	\$1.25	Ultrasonic Thickness Guage (per day)		\$275
	Vinyl / Adhesive	\$1.50	\$2.00	Coating Inspection Kit (per day)		\$275
	Mounting (per sq. ft.)	\$2.00		Flushing / Cfactor (each)		\$500
	Binding (per binding)	\$0.25		Backpack Electrofisher (each)		\$1,000
				<u>Survey Grade</u>	<u>Standard</u>	
				Drone (per day)	\$200	\$100
				GPS (per day)	\$150	\$50

**OTHER DIRECT EXPENSES:**

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

**These ranges and/or rates will be adjusted annually in February. Last updated 2021.**

## **Exhibit "B-1"**

### Tasks and Deliverables Summary

Exhibit B  
Part 2

Key Deliverables and Budget Summary by Task

Internal Task Codes	Scope Task Number	Task Item	Key/Significant Deliverables	Labor	Expenses	
OBA0	Task 1	Project Management, Quality Control and Quality Assurance	N/A	\$14,223	\$0	Carly Kehoe, supported by Chance Sparks, Erica Craycraft and Daniel Harrison
OBG0, OBG1, OBG2	Task 2	Public Engagement, Meetings, Web/Survey and Associated Preparation/Travel	Project website, survey, summaries of each engagement, 15 monthly status meetings, 1 initiation meeting, 1 kick-off and study area tour, 5 advisory committee meetings, 10 stakeholder meetings, 3 community events, 2 City Council check-ins, 1 adoption meeting	\$50,377	\$2,730	Carly Kehoe as heavy lead and project "face," supported by Chance Sparks and additional members of the planning team (often based on the topics of the meetings)
0EA0	Task 3	Introduction and Snapshot	Draft plan element, baseline analysis & demographics, Physical features analysis, significant data & trends, pandemic experience	\$6,926	\$0	Carly Kehoe, supported by various planning team members
0EA1	Task 4	Vision, Goalsetting and Guiding Principles (includes engagement summary)	Draft plan element with vision statement, guiding principles and summary of engagement	\$5,450	\$0	Carly Kehoe, supported by various planning team members
0EA2	Task 5A	Land Use, Neighborhoods, Growth and Parks/Open Space Network	Draft plan element, analysis of land uses with associated map, future land use map (designed to inform impact fee land use assumptions), metric-based assessment of likely outcomes of the future land use map including fiscal, population projections (designed to inform impact fee land use assumptions)	\$23,518	\$0	Carly Kehoe, backup by Chance Sparks for select aspects, and supported by various planning team members
0EA3	Task 5B	Code Diagnostic and Critical Regulatory Amendments	Diagnostic report identifying issues and recommendations, zoning ordinance amendments, and evaluation of draft subdivision ordinance amendments	\$15,174	\$0	Carly Kehoe and Chance Sparks
0EA5	Task 6	Transportation and Mobility	Draft plan element, thoroughfare plan map, functional classifications of thoroughfares, cross sections for the thoroughfare functional classifications, pedestrian connections map, action plan including prioritization	\$27,081	\$0	Eddie Haas and David Paine, supported by Ellen Emeric; some support from Cuatro Consultants
0EA6	Task 7	Infrastructure	Draft plan element, water demand and wastewater flow projections, water utility capital project prioritized lists and appropriate accompanying policy recommendations, wastewater utility capital project prioritized lists and appropriate accompanying policy recommendations, technical memorandum for water and wastewater, stormwater capital project lists and appropriate accompanying policy recommendations	\$53,998	\$0	Water/Wastewater: Jessica Vassar, Maia Dupes, Madeline Colety; some support from Cuatro Consultants Stormwater: Cuatro Consultants, support from Chance Sparks and Carly Kehoe
0EA7	Task 8	Economic Development and Fiscal Resilience	Draft plan element, identification of target industries appropriate to Burnet, Identification of appropriate incentives/strategies for target industries, ROI/fiscal analysis of development forms/uses, Identification of appropriate economic development tools and financing methods to support economic development and achievement of the overall plan vision (bring market to the vision)	\$12,230	\$0	Chance Sparks
0EA4	Task 9	Downtown, Preservation and Urban Design	Draft plan element, description of key historic elements, downtown opportunities and constraints map, creation of a character/form plan for downtown redevelopment, downtown-focused action plan for revitalization, recommended approaches to achieving preservation goals that also encourage market participation; Recommendations and photographic examples to describe the City's future gateways and image; up to two targeted renderings	\$25,175	\$0	Carly Kehoe and Chance Sparks, Gail Ferry Katalenas and additional planning + landscape architecture support
0EA8	Task 10	Implementation	Draft plan element, action plan matrix, measurable metrics for accountability and plan effectiveness	\$6,898	\$0	Carly Kehoe, backup by Chance Sparks for select aspects, and supported by various planning team members
0EA9	Task 11	Preparation of Final Documents	Full draft, revised draft and final document as adopted	\$8,588	\$0	Carly Kehoe, backup by Chance Sparks for select aspects, and supported by various planning team members
<b>Grand Total</b>				<b>\$252,368</b>		

## Exhibit "C"

### REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Professional shall comply with each and every condition contained herein. The Professional shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Professional shall maintain insurance coverage equal to that required of the Professional. It is the responsibility of the Professional to assure compliance with this provision. The City of Burnet accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

#### INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

1. The City of Burnet shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement.**
2. A waiver of subrogation in favor of The City of Burnet shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
3. 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.
4. 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.
5. **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.**
6. 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.
7. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
8. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
9. Professional may maintain reasonable and customary deductibles, subject to approval by The City of Burnet.
10. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
11. 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.
12. Contractual Liability must be maintained covering the Professionals obligations contained in the contract. 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.
13. Upon request, Professional shall furnish The City of Burnet with certified copies of all insurance policies.
14. 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 contract award and prior to starting any work by the successful Professional'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 identified in sections A, B, C and D, above shall be sent to the City of Burnet. The certificate of insurance and endorsements shall be sent to:

City of Burnet  
Purchasing Department  
1400 Burnet Parkway  
Burnet, TX 78154

emailed to: [njohnson@Burnet.com](mailto:njohnson@Burnet.com)  
Faxed to: 210-619-1169



# CERTIFICATE OF LIABILITY INSURANCE

DATE REVISED  
01/01/2000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in the absence of such endorsement(s).

<b>Model:</b> ABO Insurance Agency 855 Main Street Tampa, FL 33313-0000	<b>AGENT:</b> Name: _____ Title: _____ License No.: _____ Signature: _____												
<b>INSURED:</b> XYZ Company 123 Apple Street Tampa, FL 22222-0000	<table border="1"> <tr> <th>INSURER'S Insurance Carrier</th> <th>Limit</th> </tr> <tr> <td>INSURER'S Insurance Carrier</td> <td>\$0000</td> </tr> </table>	INSURER'S Insurance Carrier	Limit	INSURER'S Insurance Carrier	\$0000								
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**COVERAGES**      **CERTIFICATE NUMBER**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREON IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF EACH POLICY. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	DESCRIPTION OF OPERATIONS/LOCATIONS EXCLUDED	POLICY NUMBER	ISSUANCE DATE	EXPIRATION DATE	LIMITS
<b>A</b> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GEN. LIAB. & Y <input type="checkbox"/> CHALETAGE <input checked="" type="checkbox"/> OCCUR		X123456	01/01/2000	01/01/2000	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 100,000 MEDICAL EXP. \$ 6,000
<b>B</b> AIRCRAFT <input checked="" type="checkbox"/> AIR/AUTO <input type="checkbox"/> ALL OTHER AIRCRAFT <input type="checkbox"/> AIR/AUTOS		123456789	01/01/2000	01/01/2000	PERSONAL AUTO \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS, COMP. AGG. \$ 1,000,000 \$ \$
<b>C</b> MARINE LIABILITY <input checked="" type="checkbox"/> MARINE LIABILITY <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>D</b> POWER RATED COMMERCIAL VEHICLE AND EQUIPMENT LIABILITY <input checked="" type="checkbox"/> POWER RATED COMMERCIAL VEHICLE AND EQUIPMENT LIABILITY <input type="checkbox"/> OCCUR		01234	01/01/2000	01/01/2000	\$ \$ \$
<b>E</b> Builder's Risk <input checked="" type="checkbox"/> Builder's Risk <input type="checkbox"/> OCCUR		123456	01/01/2000	01/01/2000	100% Insurable Value, replacement cost basis \$ 1,000,000 each claim / \$ 1,000,000 aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS EXCLUDED (With ACORD 101, Additional Details Schedule, Block 12 (C) is required)

Effective January 1, 2002 must be compliant with Chapter 1811, Tex. Ins. Code (SB 426 enacted by Texas Legislature 62(R) session 2001).

<b>CERTIFICATE HOLDER</b> City of Burnet PO Box 1369 1001 Buchanan Drive, Suite 4 Burnet, Texas 78611 Attn: City Manager	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE SIGNATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED TO SIGN: _____ AUTHORIZED SIGNATURE REQUIRED HERE
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(Instructions for completing and submitting a certificate to the City of Burnet)

Complete the certificate of insurance with the information listed below:

- A) Certificate of Insurance date
- B) Producer (Insurance Agency) Information – complete name, address, telephone information, & email address.
- C) Insured's (Insurance Policy Holder) Information – complete name & address information
- D) Insurer (name/names of insurance company) \*\*(Remember the city requires all insurance companies to be Authorized to do business in the State of Texas be rated by A.M. Best with a rating of B+ (or better) Class VI (or higher) or otherwise be acceptable to the City if not rated by A.M. Best)
- E) NAIC # (National Association of Insurance Commissioners, a # that is assigned by the State to all insurance companies)
- F) Insurer letter represents which insurance company provides which type of coverage from D
- G) General Liability Insurance Policy – must have an (x) in box. Also, "Occurrence" type policy – must have an (x) in the box (occurrence policy preferred but claims made policy can be accepted with special approval)
- H) This section shall be filled in with "Y" for yes under Additional Insured for all coverages, except for Professional Liability and Workers' Compensation. There shall also be a "Y" for yes under all coverages for subrogation waived.
- I) Automobile Liability Insurance – must be checked for Any Auto, All Owned Autos, Hired Autos
- J) Umbrella Coverage – must be checked in this section and by occurrence whenever it is required by written contract and in accordance with the contract value.
- K) Worker's Compensation and Employers Liability Insurance – information must be completed in this section of the certificate of insurance form (if applicable).
- L) Builder's Risk Policy – for construction projects as designated by the City of Burnet.  
Professional Liability Coverage – for professional services if required by the City of Burnet.
- M) Insurance Policy #'s
- N) Insurance policy effective dates (always check for current dates)
- O) Insurance Policy limits (See Insurance Requirements Checklist)
- P) This section is to list projects, dates of projects, or location of project. Endorsements to the insurance policy(ies) must be provided separately and not in this section. The following endorsements are required by the City of Burnet.
  - (1) Adding the City of Burnet as an additional insured. The "additional insured" endorsement is not required for professional liability and workers compensation insurance; and
  - (2) Waiver of Subrogation
  - (3) Primary and Non-Contributory
  - (4) Cancellation Notice
- Q) City of Burnet's name and address information must be listed in this section
- R) Notice of cancellation, non-renewal, or material change to the insurance policy(ies) must be provided to the City of Burnet in accordance with a cancellation notice endorsement to the policy and/or per the policy provisions based on the endorsement adding the city as an additional insured. (Sec. 1811.155, Tex. Ins. Code)
- S) The certificate must be signed by the Authorized Agent in this section of the certificate form.

Exhibit "D"

Evidence of Insurance



## Development Services

## ITEM 4.17

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

### Agenda Item Brief

**Meeting Date:** December 14, 2021

**Agenda Item:** Discuss and consider action: FIRST READING OF AN ORDINANCE AMENDING CITY OF BURNET CODE OF ORDINANCES, CHAPTER 118 (ENTITLED "ZONING") FOR THE PURPOSE OF CLARIFYING THAT RESIDENTIAL AND MULTIFAMILY USES ARE NOT ALLOWED IN LIGHT COMMERCIAL - DISTRICT "C-1"; PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE. H. Erkan

**Background:** City Council, by adoption of City Code Sec. 118-45, established the Light Commercial – District "C-1". Subsection 118-45(a) reads as follows:

- (a) *Purpose and permitted uses. This district allows a mix of commercial uses including, retail, office, light commercial, and similar uses **excluding residential and multifamily**. This district allows the retail sale of goods and products (in the following listed use areas) to which value has been added onsite, **including those uses permitted in the "NC" neighborhood commercial district**, sales of goods and services outside of the primary structure as customary with the uses specifically listed, and the following:*

Please note that the first sentence of Sec. 110-45(a) states uses permitted in the district "[excludes] residential and multifamily". The second sentence in the subsection provides permitted uses in the district "[includes] those uses permitted in the NC neighborhood commercial district. The list of uses permitted in the NC neighborhood commercial district exposes the conflict as follows:

Sec. 118-44. Neighborhood commercial—District "NC".

- (a) This district allows for a variety of commercial uses that will serve as a transitional zone between residential and less intense commercial uses. Permitted uses will be those of a less intense nature that will aesthetically blend with the residential character of the area while permitting commercial enterprises. These uses will include accountants, barber or beauty shops, and the following:
- (1) Parks and playgrounds.
  - (2) Community residential facilities with eight or fewer persons.

- (3) Day-care homes with 12 or fewer children.
- (4) **Single-family dwellings.**
- (5) **Residential accessory buildings and uses.**
- (6) Churches and temples.
- (7) Credit union offices.
- (8) Doctor or dental offices.
- (9) Bed and breakfast.
- (10) Fire stations.
- (11) Libraries.
- (12) Public and private schools and colleges.
- (13) **Duplexes.**
- (14) **Triplex and four-plex multifamily.**
- (15) Convents and monasteries.
- (16) Small insurance offices.
- (17) Lawyer's offices.
- (18) Optician or optometrist offices.
- (19) Public parking areas.
- (20) Real estate offices.
- (21) Uses as determined by the commission and the council which are closely related and similar to those listed and that are not likely to create any more offensive noise, vibration, dust, heat, smoke, odor, glare, or other objectionable influences than the minimum amount normally resulting from listed uses permitted.

**Information:** This ordinance resolves the ambiguity in City Code Sec. 118-45(a) by inserting a textural change to the code clarifying Council's intent that in Light Commercial – District "C-1" "NC" neighborhood commercial district uses are allowed, except single family dwellings, residential accessory buildings and uses, duplex, triplex or fourplex or multifamily uses.

**Fiscal Impact** No fiscal impact is anticipated.

**Recommendation:** Approve the first reading of Ordinance No. 2021-47 as presented.

**ORDINANCE NO. 2021-47**

**AN ORDINANCE AMENDING CITY OF BURNET CODE OF ORDINANCES, CHAPTER 118 (ENTITLED “ZONING”) FOR THE PURPOSE OF CLARIFYING THAT RESIDENTIAL AND MULTIFAMILY USES ARE NOT ALLOWED IN LIGHT COMMERCIAL - DISTRICT “C-1”;**  
**PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, City Council, by adoption of City Code Sec. 118-44, established the Neighborhood Commercial – District “NC” to allow a variety of commercial uses than can serve as a transitional zone between residential and less intense commercial uses; and

**WHEREAS**, single-family dwellings, residential accessory buildings and uses, duplexes, triplexes, quadplexes and multifamily uses (hereinafter residential and multifamily uses”) are allowed in the Neighborhood Commercial – District “NC”; and

**WHEREAS**, City Council, by adoption of City Code Sec. 118-45, established the Light Commercial – District “C-1”; and

**WHEREAS**, the first sentence of City Code Sec. 118-45(a) provides City Council established the Light Commercial – District “C-1” *“to allow a mix of commercial uses including, retail, office, light commercial, and similar uses **excluding “residential and multifamily”**”* (emphasis added); and

**WHEREAS**, the second sentence of City Code Sec. 118-45(a) provides Light Commercial – District “C-1” *“allows the retail sale of goods and products (in the following listed use areas) to which value has been added onsite, **including those uses permitted in the “NC” neighborhood commercial district**, sales of goods and services outside of the primary structure as customary with the uses specifically listed . . .”* (emphasis added); and

**WHEREAS**, *“residential and multifamily”* is allowed in the Neighborhood Commercial – District “NC” and ambiguity exists between the first and second sentence of City Code Sec. 118-45(a); and

**WHEREAS**, City Council makes this amendment to resolve such ambiguity and to clarify Council’s intent that residential and multifamily uses are excluded from those uses permitted in the Light Commercial – District “C-1”; and

**WHEREAS**, on the Planning and Zoning Commission conducted a public hearing to receive comments and testimony on the merits of the code amendments proposed by this ordinance; and

**WHEREAS**, at the conclusion of the public hearing, the Planning and Zoning Commission made a recommendation to City Council as to the merits of the proposed code amendments; and

**WHEREAS**, City Council conducted a public hearing; to receive comments and testimony on the merits of the proposed code amendments; and

**WHEREAS**, The City Council, after due consideration of the Planning and Zoning Commission recommendation; the comments and testimony of public; and the recommendation of City staff; finds adoption of the proposed code amendments will promote the public health, safety, morals, and the general welfare.

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

**Section one. Amendment.** The Code of Ordinances, Chapter 118 (entitled “Zoning”) Section 118-45 (entitled “Light Commercial – District ‘C-1’”) is hereby amended by adding the language that is underlined (underlined) to Section 118-45(a) as follows:

- (a) *Purpose and permitted uses.* This district allows a mix of commercial uses including, retail, office, light commercial, and similar uses excluding residential and multifamily. This district allows the retail sale of goods and products (in the following listed use areas) to which value has been added onsite, including those uses permitted in the "NC" neighborhood commercial district (except single family dwellings, residential accessory buildings and uses, duplex, triplex or fourplex or multifamily uses), sales of goods and services outside of the primary structure as customary with the uses specifically listed, and the following:

Note to Editor: Section 118-45(a) (1) through (12) are unaffected by this amendment.

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

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

**Section four. Cumulative.** This ordinance shall be cumulative of all provisions of all ordinances and codes, or parts thereof, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event Section 5, (entitled “Repealer”) shall be controlling.

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

**Section six. Severability.** 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 seven. Compliance.** It is officially found, determined, and declared that: (i) the meeting at which this Ordinance is adopted was conducted in compliance with the Texas Open Meeting Act; and (ii) the City Secretary has published notice of this Ordinance as required by Section 3.14 of the City Charter.

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

Passed on first reading on the 14<sup>th</sup> day of December, 2021.

Passed, Approved and Adopted on the 11<sup>th</sup> day of January, 2022.

**CITY OF BURNET**

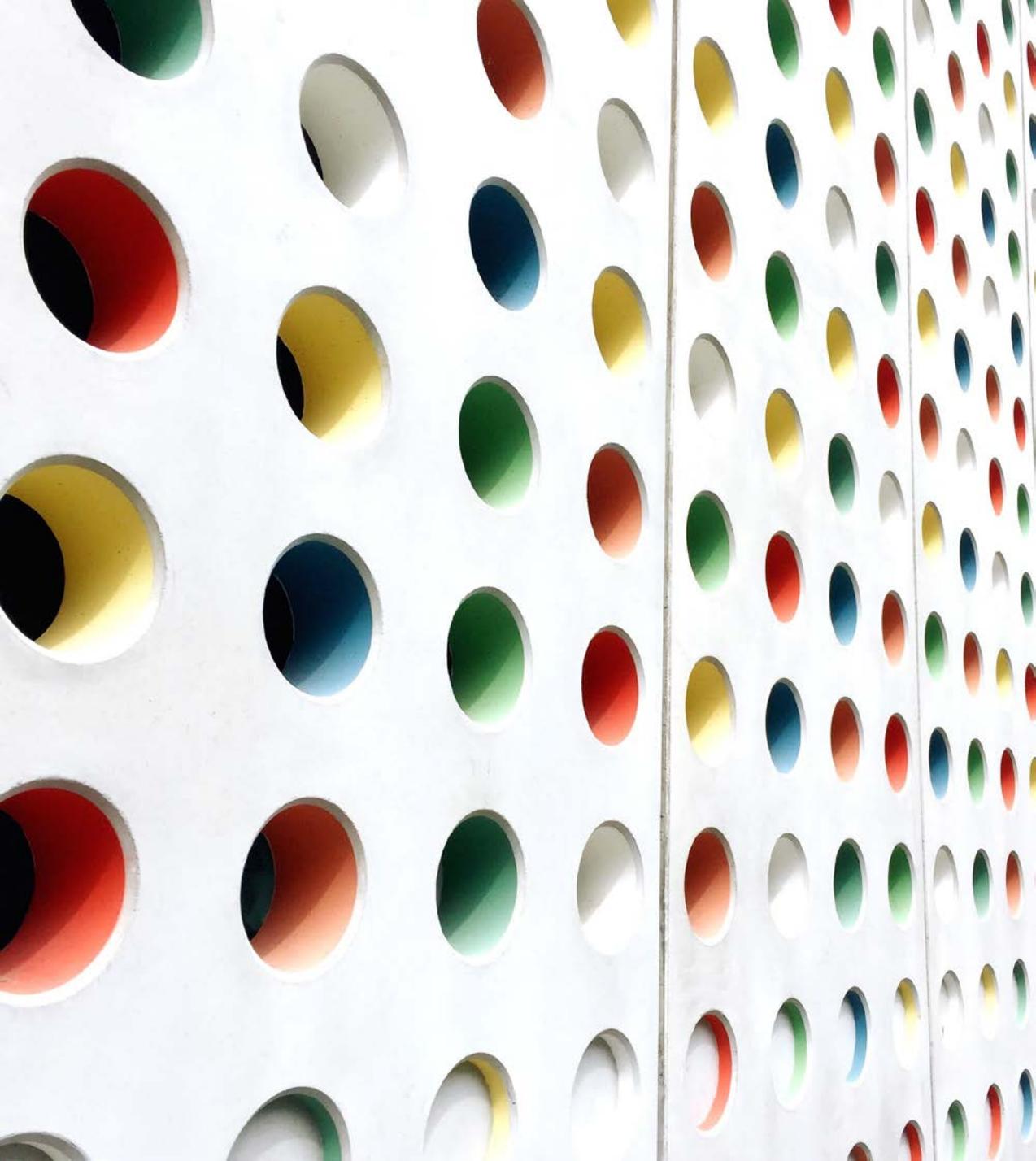
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Crista Goble Bromley, Mayor

**ATTEST:**

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Kelly Dix, City Secretary



# Zoning Code Amendment (Sec 118-45)

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CITY COUNCIL DECEMBER 14,  
2021, REGULAR MEETING.  
PUBLIC HEARING

# Sec 118-45(a)

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- The section reads: *“Purpose and permitted uses. This district allows a mix of commercial uses including, retail, office, light commercial, and similar uses **excluding residential and multifamily**. This district allows the retail sale of goods and products (in the following listed use areas) to which value has been added onsite, **including those uses permitted in the "NC" neighborhood commercial district**, sales of goods and services outside of the primary structure as customary with the uses specifically listed, and the following:”*
- Uses permitted in “NC” neighborhood commercial district includes: *Single-family dwellings; Residential accessory buildings and uses; duplexes; triplexes; four-plexes and multifamily.*

# Proposed amendment

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To clarify the specific language in Sec. 118-45(a) prevails over the list of NC uses referenced therein the amendment to the section adds the language that is underlined below:

*Purpose and permitted uses. This district allows a mix of commercial uses including, retail, office, light commercial, and similar uses excluding residential and multifamily. This district allows the retail sale of goods and products (in the following listed use areas) to which value has been added onsite, including those uses permitted in the "NC" neighborhood commercial district (except single family dwellings, residential accessory buildings and uses, duplex, triplex or fourplex or multifamily uses), sales of goods and services outside of the primary structure as customary with the uses specifically listed, and the following:*

# This concludes staff's report

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RECOMMEND OPEN PUBLIC HEARING