



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 above named City on the **8th day of November, 2016** at **6:00 p.m.** in the Council Chambers, Burnet Municipal Airport, 2402 S. Water, Burnet, at which time the following subjects will be discussed, to-wit:

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

CALL TO ORDER:

INVOCATION:

PLEDGE OF ALLEGIANCE:

PLEDGE TO TEXAS FLAG:

1. PUBLIC RECOGNITION/SPECIAL REPORTS: 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 October 25, 2016 Regular Council Meeting minutes

3. PUBLIC HEARING: None

4. ACTION ITEMS:

4.1) Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE AMENDING CODE OF ORDINANCES CHAPTER 50 – FLOOD DAMAGE PREVENTION, BY REPEALING SEC. 50-56 – SEVERABILITY; REPEALING SEC. 50-57–PENALTIES FOR NON-COMPLIANCE; ESTABLISHING A NEW SEC. 50-56 – ELEVATION AND LOT GRADING STANDARDS FOR STRUCTURES LOCATED IN ZONE X; ESTABLISHING A NEW SEC. 50-57 – SEVERABILITY; ESTABLISHING A NEW SEC. 50-58 – PENALTIES FOR NON-COMPLIANCE; AND PROVIDING AN EFFECTIVE DATE:
M. Lewis

4.2) Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE USE OF MACHINE-IMPRINTED FACSIMILE SIGNATURES OF THE MAYOR OR CITY MANAGER ON CHECKS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE AND AN OPEN MEETINGS CLAUSE; AND PROVIDING FOR RELATED MATTERS.: P. Langford

4.3) Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE 2016-23; THE ORIGINAL BUDGET ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017, FOR THE CITY OF BURNET, TEXAS, FUNDING ACCOUNTS IN BUDGET DUE TO UNFORESEEN SITUATIONS; CONTAINING FINDINGS; PROVIDING FOR SAVINGS AND SEVERABILITY: C. Maxwell

4.4) Discuss and consider action: action: FIRST READING OF AN ORDINANCE ABANDONING THAT 577 SQUARE FOOT SECTION OF THE EAST LEAGUE STREET RIGHT-OF- WAY ABUTTING THAT PORTION OF BLOCK NUMBER EIGHT, PETER KERR DONATION KNOWN AS 310 S HILL STREET; ABANDONING SAID RIGHT-OF-WAY IN FAVOR OF THE OWNERS OF SAID 310 S HILL STREET; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: M. Lewis

4.5) Discuss and consider action: FIRST READING OF AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF BURNET, TEXAS CHAPTER 98, SUBDIVISIONS BY ADOPTING ARTICLE VIII, NON-POINT SOURCE POLLUTION; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING AN EFFECTIVE DATE; AND FINDING PROPER NOTICE OF MEETING: M. Lewis

4.6) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS PROVIDING FOR THE PURCHASE OF GOODS AND SERVICES THROUGH THE TEXAS PUBLIC POWER ASSOCIATION BY THE CITY OF BURNET ELECTRIC DEPARTMENT: G. COURTNEY

4.7) Discuss and consider action: Approve and authorize the City Manager to execute a contract between the City of Burnet and ElectSolve for the purchase of a Meter Data Management system: G. Courtney

4.8) Discuss and consider action: A RESOLUTION ADOPTING THE 2016 BURNET COUNTY HAZARD MITIGATION PLAN: M. Lewis

4.9) Discuss and consider action: Authorizing approval for the Burnet Police, Electric and Public Works Departments to order new vehicles: P. Nelson

4.10) Discuss and consider action: Call for residential housing projects for City owned property located at the corner of Westfall and Cemetery Streets: D. Vaughn

5. REPORTS:

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

5.1(A.3) Project Update Report: Department Directors and Supervisors

5.1(B.3) September Financial Report: C. Maxwell

5.1(E.3) Quarterly School Resource Officer Report: P. Nelson

5.1(D.4) City Website Preview and Update Report: C. Bromley

6. REQUESTS FROM COUNCIL FOR FUTURE REPORTS:

7. ADJOURN:



Dated this 4th, day, of November, 2016

CITY OF BURNET

GARY WIDEMAN, 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 November 4, 2016, at or before 5 o'clock p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

Kelly Dix, City Secretary

NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS:

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

RIGHT TO ENTER INTO EXECUTIVE SESSION:

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

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

ITEM 2.1

On this the 25th day of October 2016, the City Council of the City of Burnet convened in Regular Session, at 6:00 p.m., at the regular meeting place thereof with the following members present, to-wit:

Mayor Gary Wideman
Council Members Danny Lester, Paul Farmer, Tres Clinton, Mary Jane Shanes
Absent Philip Thurman, Joyce Laudenschlager
City Manager David Vaughn
Deputy City Secretary Kelly Dix

Guests: Bettye Foulds, Jonny Simons, Mark Lewis, Crista Bromley, Gene Courtney, Patricia Langford, Paul Nelson, Doug Fipps, Alan Burdell, Evan Milliorn, Paul Shell, Leslie Baugh, Tommy Gaut, Harold Smith, Doug Fipps, Jeff Hullum, Alan Snider, Harold Smith, Tyler Rockafellow, Damon Beierle, Jeff Harber, Matt Breazeale, Kim Winkler, Gina Glaser, Craig Lindholm, Dino Matsano

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

INVOCATION: Council Member Mary Jane Shanes

PLEDGE OF ALLEGIANCE: Council Member Tres Clinton

PLEDGE TO TEXAS FLAG: Council Member Tres Clinton

PUBLIC RECOGNITION/SPECIAL REPORTS:

Chamber of Commerce Report: Gina Glaser introduced the new Chamber Board members. The Chamber is currently working on the Christmas on the Square festivities and the re-dedication ceremony for the Burnet Municipal Airport. Ms. Glaser reviewed the upcoming Ribbon Cuttings and mixer schedule.

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 25, 2016 Regular Council Meeting minutes

Council Member Mary Jane Shanes moved to approve the consent agenda as presented. Council Member Danny Lester seconded, and the motion carried unanimously.

CONVENE TO EXECUTIVE SESSION: Executive Session: The Council reserves the right to enter into closed session in accordance with the provision of the Open Meetings Act, Texas Government Code, Chapter 551, Subsection 551.087; Deliberation Regarding Economic Development Negotiations-Integris: D. Vaughn: Council Member Danny Lester made a motion to move to executive session at 6:05 p.m. Mary Jane Shanes seconded, the motion carried unanimously. The City Council may take action on any of the matters considered in executive session once the City Council reconvenes in open session.

RECONVENE TO REGULAR SESSION FOR POSSIBLE ACTION: Council Member Danny Lester made a motion to return to regular session at 6:34 p.m. Council Member Tres Clinton seconded, the motion carried unanimously.

RECONVENE TO REGULAR SESSION FOR POSSIBLE ACTION:

Discuss and consider action: Approve and authorize the City Manager to execute a contract between the City of Burnet and NewGen Strategies to perform an Electric Rate Study: G. Courtney: Council Member Paul Famer made a motion to approve and authorize the City Manager to execute a contract between the City of Burnet and NewGen Strategies to perform and Electric

Rate Study. Council Member Mary Jane Shanes seconded, the motion carried unanimously.

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AMENDING CHAPTER 90, SECTIONS 90-1 THROUGH 90-80, SOLID WASTE, OF THE CITY OF BURNET CODE OF ORDINANCES; SETTING SOLID WASTE AND RECYCLING DISPOSAL RATES; PROVIDING AN EFFECTIVE DATE; PROVIDING SEVERABILITY AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR OTHER RELATED MATTERS: D. Vaughn: Council Member Danny Lester made a motion to approve and adopt Ordinance 2016-26 as presented. Council Member Tres Clinton seconded, the motion carried unanimously.

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 BY ASSIGNING MEDIUM COMMERCIAL – DISTRICT C-2 ZONING TO 307 N WEST STREET WHICH IS FURTHER DESCRIBED AS BEING THE WEST ONE-HALF OF LOT 3 AND ALL OF LOT 4, BLOCK 29, PETER KERR PORTION, S7150; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: M. Lewis: Council Member Tres Clinton made a motion to approve and adopt Ordinance 2016-27 as presented. Council Member Paul Farmer seconded. The Mayor requested a roll vote that was called by the City Secretary with Council Members Lester, and Shanes voting against approval and adoption of the ordinance as presented. Council Members Wideman, Clinton, and Farmer voted in favor of approving and adopting Ordinance 2016-27. The motion carried with three in favor, two against and two absent.

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 BY ASSIGNING HEAVY COMMERCIAL – DISTRICT C-3 ZONING TO 1101 E POLK STREET WHICH IS FURTHER DESCRIBED AS BEING 1.254-ACRES OUT OF THE JOHN HAMILTON SURVEY, NO. 1; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: M. Lewis: Council Member Mary Jane Shanes made a motion to approve and adopt Ordinance 2016-31 as presented. Council Member Danny Lester seconded, the motion carried unanimously.

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 BY ASSIGNING HEAVY COMMERCIAL – DISTRICT C-3 ZONING TO 1109 E POLK STREET WHICH IS FURTHER DESCRIBED AS BEING TWO TRACTS OUT OF THE JOHN HAMILTON SURVEY, NO. 1 WHICH ARE RESPECTIVELY COMPRISED OF 0.59 AND 1.041-ACRES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: M. Lewis: Council Member Mary Jane Shanes made a motion to approve and adopt Ordinance 2016-28 as presented. Council Member Tres Clinton seconded, the motion carried unanimously.

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 BY ASSIGNING PLANNED UNIT DEVELOPMENT – PUD DISTRICT TO THAT 10.41-ACRES OF LAND PLATTED FROM THE JOHN HAMILTON SURVEY, NO. 1, ABTRACT 405, KNOWN AS THE BAPTIST MEMORIAL GERIATRIC CENTER AND LOCATED AT THE EASTERN TERMINATION OF THE E TATE STREET RIGHT-OF-WAY; ESTABLISHING A DEVELOPMENT PLAN; ESTABLISHING PLANNED UNIT DEVELOPMENT STANDARDS; ESTABLISHING A HOMEOWNERS ASSOCIATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: M. Lewis: Council Member Paul Farmer made a motion to approve and adopt Ordinance 2016-29 as presented. Council Member Danny Lester seconded, the motion carried

unanimously.

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AMENDING CHAPTER 22—BUILDINGS AND BUILDING REGULATIONS, BY AMENDING SEC. 22-51— ADOPTION OF THE INTERNATIONAL BUILDING, RESIDENTIAL AND EXISTING BUILDING CODES, 2009 EDITION; PROVIDING FOR PENALTIES; PROVIDING FOR A CUMULATIVE & CONFLICTS CLAUSE, PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: M. Lewis: Council Member Paul Farmer made a motion to approve and adopt Ordinance 2016-30 as presented. Council Member Mary Jane Shanes seconded, the motion carried unanimously.

Discuss and consider action: FIRST READING OF AN ORDINANCE AMENDING CODE OF ORDINANCES CHAPTER 50 – FLOOD DAMAGE PREVENTION, BY REPEALING SEC. 50-56 – SEVERABILITY; REPEALING SEC. 50-57 – PENALTIES FOR NON-COMPLIANCE; ESTABLISHING A NEW SEC. 50- 56 – ELEVATION AND LOT GRADING STANDARDS FOR STRUCTURES LOCATED IN ZONE X; ESTABLISHING A NEW SEC. 50-57 – SEVERABILITY; ESTABLISHING A NEW SEC. 50-58 – PENALTIES FOR NON-COMPLIANCE; AND PROVIDING AN EFFECTIVE DATE: M. Lewis: Council Member Mary Jane Shanes made a motion to approve the first reading of Ordinance 2016-33 as presented. Council Member Danny Lester seconded. Discussion continued amongst the Council with Council Member Lester requesting the original requirements of one foot above the crown of the adjacent street would be sufficient and anything more would be a burden to builders and staff for enforcement. The Mayor requested a roll vote that was called by the City Secretary with Council Members Clint voting against approval of the first reading of the ordinance as presented. Council Members Wideman, Lester, Shanes and Farmer voted in favor of approving the first reading of Ordinance 2016-33. The motion carried with four in favor, one against and two absent.

Approval and acceptance of the City of Burnet Financial Policy: P. Langford, C. Maxwell:

Council Member Danny Lester made a motion to approve the City of Burnet Financial Policy as presented. Council member Paul Farmer seconded, the motion carried unanimously.

Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE USE OF MACHINE-IMPRINTED FACSIMILE SIGNATURES OF THE MAYOR OR CITY MANAGER ON CHECKS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE AND AN OPEN MEETINGS CLAUSE; AND PROVIDING FOR RELATED MATTERS.: P. Langford: Council Member Danny Lester made a motion to approve the first reading of Ordinance 2016-32 as presented. Council Member Danny Lester seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION BY THE CITY OF BURNET, TEXAS DESIGNATING CERTAIN CITY OFFICIALS TO SIGN CHECKS AND OTHER DISBURSEMENTS FOR ANY AUTHORIZED DEPOSITORY OF THE CITY OF BURNET, TEXAS: D. Vaughn: Council Member Mary Jane Shanes made a motion to approve and adopt Resolution R2016-16 as presented. Council Member Paul Farmer seconded, the motion carried unanimously.

Discuss and consider action: Engineering contract for Project F (full length sewer line rehabilitations) with Jones and Carter, Inc.: C. Bromley: Council Member Danny Lester made a motion to approve the engineering contract with Jones and Carter, Inc., for Project F, (the full length sewer line rehabilitation). Council Member Mary Jane Shanes seconded, the motion carried unanimously.

Discuss and consider action: A RESOLUTION PROVIDING FOR THE SALE OF PROPERTY ACQUIRED BY THE BURNET CENTRAL APPRAISAL DISTRICT AT DELINQUENT TAX SALE: D. Vaughn: Council Member Paul Farmer made a motion to approve and adopt Resolution R2016-17 as presented. Council Member Mary Jane Shanes seconded, the motion carried unanimously.

Discuss and consider action: Request authorization for the Police Department to pursue a National Rifle Association (NRA) 2016/17 Grant for department equipment and/or programs: P. Nelson: Council Member Paul Farmer made a motion to authorize the Police Department to pursue a National Rifle Association (NRA) 2016/2017 grant for department equipment and/or programs. Council Member Tres Clinton seconded the motion carried unanimously.

REPORTS: None.

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

REQUESTS FROM COUNCIL FOR FUTURE REPORTS: None.

ADJOURN: There being no further business a motion to adjourn was made by Council Member Paul Farmer at 7:32 p.m., seconded by Council Member Mary Jane Shanes. The motion carried unanimously.

Gary Wideman, Mayor

ATTEST:

Kelly Dix, City Secretary



Planning & Zoning

ITEM 4.1

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

Agenda Item Brief

Meeting Date: November 8, 2016

Agenda Item: Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE AMENDING CODE OF ORDINANCES CHAPTER 50 – FLOOD DAMAGE PREVENTION, BY REPEALING SEC. 50-56 – SEVERABILITY; REPEALING SEC. 50-57 – PENALTIES FOR NON-COMPLIANCE; ESTABLISHING A NEW SEC. 50-56 – ELEVATION AND LOT GRADING STANDARDS FOR STRUCTURES LOCATED IN ZONE X; ESTABLISHING A NEW SEC. 50-57 – SEVERABILITY; ESTABLISHING A NEW SEC. 50-58 – PENALTIES FOR NON-COMPLIANCE; AND PROVIDING AN EFFECTIVE DATE: M. Lewis

Background: On August 23, 2016, City Council approved a first reading of the ordinance reference above. At the time of first reading, staff indicated that prior to bringing the ordinance back for final reading, public comment would be solicited by means of a “Coffee Talk” meeting targeted towards homebuilders. That meeting was held on September 29.

The audience of the September 29 meeting included representatives from two homebuilding companies. The flood protection standards discussed at the Coffee Talk meeting are reflected in the attached ordinance. The ordinance was well received.

The revisions incorporated into the body of the ordinance necessitated modification of the caption. Because the caption has changed, the attached ordinance is being presented as a first, rather than final reading.

Information: The proscriptive provisions of the attached ordinance differ from those included in the original draft. Additionally, the ordinance, as a whole, has been simplified.

A table comparing August 23 and October 25 ordinance versions follows:

August 23, Ordinance	October 25, Ordinance
Created new definition section Proscriptive Requirement Elevate 1-ft higher than highest adjacent grade, or crown of adjacent street, whichever is greater	Ordinance simplified eliminating need for definition section Proscriptive Requirement - Minimum 6-in. freeboard measured at lowest floor (including garage) - Protective slope away from structure. - Lot higher than adjacent right-of-way: Lot sloped away from structure an additional 6-in in not more than 10ft Lot at or below adjacent right-of-way elevation: Lot sloped away from structure an additional 12-in in not more than 20-ft
Engineered design allowed as alternative to proscriptive standard.	Engineered design allowed as alternative to proscriptive standard Building in accordance with lot grading plan approved as part of platting is allowable alternative to proscriptive standard.
Separate residential/non-residential sections	Unified standard applies equally to residential & non-residential standards

There have been no changes to the ordinance since the first reading on October 25, 2106.

Fiscal Impact:

None

Recommendation:

Approve and adopt ordinance 2016-21 amending Chapter 50 – Flood Damage Protection as presented.

ORDINANCE NO. 2016-21

AN ORDINANCE AMENDING CODE OF ORDINANCES CHAPTER 50 – FLOOD DAMAGE PREVENTION, BY REPEALING SEC. 50-56 – SEVERABILITY; REPEALING SEC. 50-57 – PENALTIES FOR NON-COMPLIANCE; ESTABLISHING A NEW SEC. 50-56 – ELEVATION AND LOT GRADING STANDARDS FOR STRUCTURES LOCATED IN ZONE X; ESTABLISHING A NEW SEC. 50-57 – SEVERABILITY; ESTABLISHING A NEW SEC. 50-58 – PENALTIES FOR NON-COMPLIANCE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, areas of the city are subject to periodic inundation; and

WHEREAS, uses vulnerable to floods become hazardous to their occupants and other land if not adequately elevated, flood-proofed, or otherwise protected from flood damage; and

WHEREAS, not all areas susceptible to periodic inundation are defined by FEMA's Flood Insurance Rate Mapping; and

WHEREAS, adequate flood protection of all structures located within the City of Burnet protects public health and safety, and therefore serves the best public interest;

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

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

Section 2. Chapter 50 – Flood Damage Prevention Amended.

City of Burnet, Code of Ordinances, Chapter 50 – Flood Damage Prevention is hereby amended as follows:

- (a) Sec. 50-56 – Severability and Sec. 50-57 – Penalties for non-compliance are hereby repealed.
- (b) A new Sec. 50-56 – Elevation and lot grading standards for structures located in Zone X.
 - a. All walls and foundations of structures shall be provided with protective slopes to assure immediate drainage and diversion of surface water away from these structures and off the site, said drainage and diversion to be provided as follows:

- (i) The lowest finished floor elevation (inclusive of garages, enclosed porches, etc.) of all structures shall be elevated not less than six inches (6") above highest adjacent, finished grade.

- (A) Lots, as measured from highest adjacent grade, shall provide a minimum fall of at least six inches (6") away from structures in ten feet (10'), except as restricted by side lot lines or other major considerations. The horizontal length of such slopes may be reduced as necessary at building corners and side yards.

- (B) In cases where highest elevation adjacent to a building pad is determined to be lower than top of curb or edge of paving, whichever is higher, of any adjacent right-of-way, fall, as measured from highest adjacent grade shall be increased to a minimum of twelve inches (12") in twenty feet (20'). The horizontal length of such slopes may be reduced as necessary at building corners, side yards, and other major considerations.

b. Exceptions

- (i) Lowest finished floor is elevated at least one foot above the calculated depth of flooding based on a Flood Elevation Study prepared by a registered professional engineer and documented by a registered professional land surveyor; or
- (ii) Structure is being erected on a building pad prepared in accordance with an approved subdivision drainage plan.

(c) A new Sec. 50-57 – Severability is hereby established as follows:

If any section, clause, sentence, or phrase of this chapter is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this chapter.

(d) A new Sec. 50-58 – Penalties for non-compliance is hereby established as follows:

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this chapter

and other applicable regulations. Violation of the provisions of this chapter by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this chapter or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$500.00 for each violation, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent the city council from taking such other lawful action as is necessary to prevent or remedy any violation.

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

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

Section 5. Effective Date. That this ordinance is effective upon final passage and approval.

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

PASSED AND APPROVED on First Reading this 25th day of October, 2016.

FINALLY PASSED AND APPROVED on this 8 day of November, 2016.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Kelly Dix, City Secretary



Administration

ITEM 4.2

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

Agenda Item Brief

Meeting Date:	November 8, 2016
Agenda Item:	Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE USE OF MACHINE-IMPRINTED FACSIMILE SIGNATURES OF THE MAYOR OR CITY MANAGER ON CHECKS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE AND AN OPEN MEETINGS CLAUSE; AND PROVIDING FOR RELATED MATTERS: D. Vaughn
Background:	The City Charter requires Council adopt an ordinance, if the Council desires to allow the use of electronic signatures on checks under \$5,000.
Information:	There have been no changes to the ordinance since the first reading on October 25, 2016
Fiscal Impact:	N/A
Recommendation:	Approve and adopt Ordinance 2016-32 as presented.

ORDINANCE NO. 2016-32

AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE USE OF MACHINE-IMPRINTED FACSIMILE SIGNATURES OF THE MAYOR OR CITY MANAGER ON CHECKS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE AND AN OPEN MEETINGS CLAUSE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Burnet, Texas (the "City") is a home rule municipality acting under its charter adopted by City Council and pursuant to Article XL, Section 5, of the Texas Constitution and Chapter 9 of the Local government Code; and

WHEREAS, Section 7.11 of the City Charter requires two signatures, as designated by the City Council, on checks, drafts, or other instruments for withdrawal of municipal funds ; and

WHEREAS, Section 7.11 of the City Charter requires two original signatures for all checks in excess of \$5,000; and

WHEREAS, Section 7.11 of the City Charter authorizes the use of machine-imprinted facsimile signatures of the Mayor or City Manager on checks, drafts, or other instruments for withdrawal of municipal funds under \$5,000.

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

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

Section. 2. Terms and Conditions. The City Council hereby authorizes the use of machine-imprinted facsimile signatures of the Mayor or City Manager on checks for withdrawal of municipal funds, not to exceed \$5,000. The machine-imprinted facsimile signature of the Mayor or City Manager may only be used for one of the two required signatures for checks under \$5,000. Two original signatures shall be required for all checks in excess of \$5,000.

Section 3. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

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

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

PASSED AND APPROVED on first reading this the 25th day of October, 2016.

FINALLY PASSED AND APPROVED on this the 8th day of November, 2016.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Kelly Dix, City Secretary



Administration

ITEM 4.3

Connie Maxwell
Director of Budgets/Special
Projects
(512)-756-6093 ext. 3219
cmaxwell@cityofburnet.com

Agenda Item Brief

Meeting Date: November 8, 2016

Agenda Item: Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE 2016-23; THE ORIGINAL BUDGET ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017 FOR THE CITY OF BURNET, TEXAS, FUNDING ACCOUNTS IN BUDGET DUE TO UNFORESEEN SITUATIONS; CONTAINING FINDINGS PROVIDING FOR SAVINGS AND SEVERABILITY: C. Maxwell

Background: The City Council approved a Rate Study for the Electric Fund at the October 25, 2016 meeting. This is a request to amend the budget to provide the funding for the Rate Study.

Information:

Fiscal Impact: Fund Balance in the amount of \$30,000 will be used to offset the expense associated with the Rate Study.

Recommendation: Approve the first reading of Ordinance 2016-34 as presented.

ORDINANCE NO. 2016-34

AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE 2016-23; THE ORIGINAL BUDGET ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017, FOR THE CITY OF BURNET, TEXAS, FUNDING ACCOUNTS IN BUDGET DUE TO UNFORESEEN SITUATIONS; CONTAINING FINDINGS; PROVIDING FOR SAVINGS AND SEVERABILITY.

WHEREAS, the City of Burnet, Texas Fiscal Year 2016-2017 Budget was adopted by Ordinance 2016-23 within the time and in the manner required by State Law; and

WHEREAS, the City of Burnet, Texas has reviewed the Budget; and

WHEREAS, the City Council of the City of Burnet, Texas has considered the status of the Capital Improvement Projects for the rest of the fiscal year; and

WHEREAS, the City Council of the City of Burnet, Texas hereby finds and determines that it is prudent to amend the line items due to unforeseen situations that have occurred in the City; and

WHEREAS, the City Council of the City of Burnet, Texas further finds that these amendments will serve in the public interest; and

WHEREAS, the City Council of the City of Burnet, Texas finds and determines that the change in the Budget for the stated municipal purpose is warranted and necessary, and that the amendment of the Budget to fund these line items due to unforeseen situations and a matter of public necessity warranting action at this time;

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

Section 1. Findings

The facts and matters set out above are found to be true and correct.

Section 2. Purpose

The City of Burnet, Texas, Fiscal Year 2016-2017 Budget is hereby amended to fund the Rate Study that was approved for the Electric Fund for \$30,000.

Section 3. Savings/Repealing Clause

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

Section 4. Severability

It is hereby declared to be the intention of the City Council that if any of the sections, paragraphs, sentences, clauses, and phrases of the Ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of unconstitutional or invalid phrases, clauses, sentences, paragraphs, or sections..

PASSED AND APPROVED the First Reading on this the 8th day of November, 2016.

FINALLY PASSED AND APPROVED on this 13th day of December, 2016.

Gary Wideman, Mayor

ATTEST:

Kelly Dix, City Secretary



Planning & Zoning

ITEM 4.4

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

Agenda Item Brief

Meeting Date: November 8, 2016

Agenda Item: Discuss and consider action: FIRST READING OF AN ORDINANCE ABANDONING THAT 577 SQUARE FOOT SECTION OF THE EAST LEAGUE STREET RIGHT-OF-WAY ABUTTING THAT PORTION OF BLOCK NUMBER EIGHT, PETER KERR DONATION KNOWN AS 310 S HILL STREET; ABANDONING SAID RIGHT-OF-WAY IN FAVOR OF THE OWNERS OF SAID 310 S HILL STREET; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: M. Lewis

Background: 310 S. Hill Street is located at the northwest corner of the S. Hill/E. League intersection (See Exhibit A). As result of a room addition constructed several years ago, the home at this location encroaches into the League Street right-of-way. The encroachment was discovered when the property was surveyed in advance of being sold.

The title company will not close the sale unless the encroachment is eliminated. Right-of-way encroachment is not an issue that can be addressed by variance. The property owners are therefore seeking a partial abandonment of League Street (See Exhibit B).

The Planning and Zoning Commission considered this request in a November 7, 2016 public hearing. The Commission's recommendation regarding this matter will be presented at City Council's November 8 meeting.

Information: The procedures for abandoning right-of-way are established by City Charter Section 10.11. Key elements of the abandonment procedure are as follows:

General Requirements

- The request must be considered in a Planning and Zoning Commission public hearing.
- The City must provide 30-day advance notice of the hearing.
- City Council will act on the Planning and Zoning Commission's recommendation
- If the Council determines that the right-of-way in question is not required for public use, it may offer to sell the r-o-w to an abutting property owner for fair value.

Specific Considerations

- This request for abandonment will affect a single abutting property owner.
- That owner is requesting abandonment of a 5.5-ft wide strip of right-of-way. The abandonment will extend the 103-ft length of that owner's property.
- At this location, the paved portion of League Street is extremely off-center within the right-of-way and well away from the section for which abandonment is requested (See Exhibit C).
- There are no utilities in the section for which abandonment is requested.
- The City's Public Works Department has determined that the portion of right-of-way to be retained by the City is sufficient for present and future street and utility needs.
- Julia Perkins of Remax Burnet has performed a competitive market analysis and on that basis stated that in her opinion, the portion of right-of-way to be abandoned is worth approximately \$700 (See Exhibit D).

Fiscal Impact: None

Recommendation: Approve the first reading of ordinance 2016-35 abandoning the specified portion of the E. League Street right-of-way as presented.

ORDINANCE NO. 2016-35

AN ORDINANCE ABANDONING THAT 577 SQUARE FOOT SECTION OF THE EAST LEAGUE STREET RIGHT-OF-WAY ABUTTING THAT PORTION OF BLOCK NUMBER EIGHT, PETER KERR DONATION KNOWN AS 310 S HILL STREET; ABANDONING SAID RIGHT-OF-WAY IN FAVOR OF THE OWNERS OF SAID 310 S HILL STREET; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, The City Council of the City of Burnet has determined that abandonment of that 577-square foot portion of the E. League Street right-of-way located adjacent the portion of the five acre Block 8; Peter Kerr Donation known as 310 S Hill Street to be in the best public interest; and

WHEREAS, Whereas Josef and Rebecca Hernandez, as the adjacent property owners, holds title to the property underlying said public right-of-way; and

WHEREAS; the Josef and Rebecca Hernandez have expressed a desire to see said public right-of-way abandoned;

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

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

Section 2. Abandonment of Right-of-way. Upon payment in the amount of seven hundred dollars (\$700.00), the City Secretary shall cause to be filed with the County Clerk's office, a deed abandoning and granting to Josef and Rebecca Hernandez, the owners of 310 S. Hill Street, that portion of public right of way described as being a 577 square foot tract of land out of the John Hamilton Survey No.1, Abstract No. 405 in Burnet County, Texas and being a portion of League Street in the City of Burnet, Burnet County, Texas, said 577 square foot tract being more particularly described by Exhibit A, a copy of which is attached hereto and incorporated for all purposes herein,

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

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

Section 5. Effective Date. That this ordinance is effective upon final passage and approval.

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

PASSED AND APPROVED on First Reading this 8th day of November, 2016.

FINALLY PASSED AND APPROVED on this 13th day of December, 2016.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Kelly Dix, City Secretary

310 S Hill Street – Location & Abandonment Exhibit

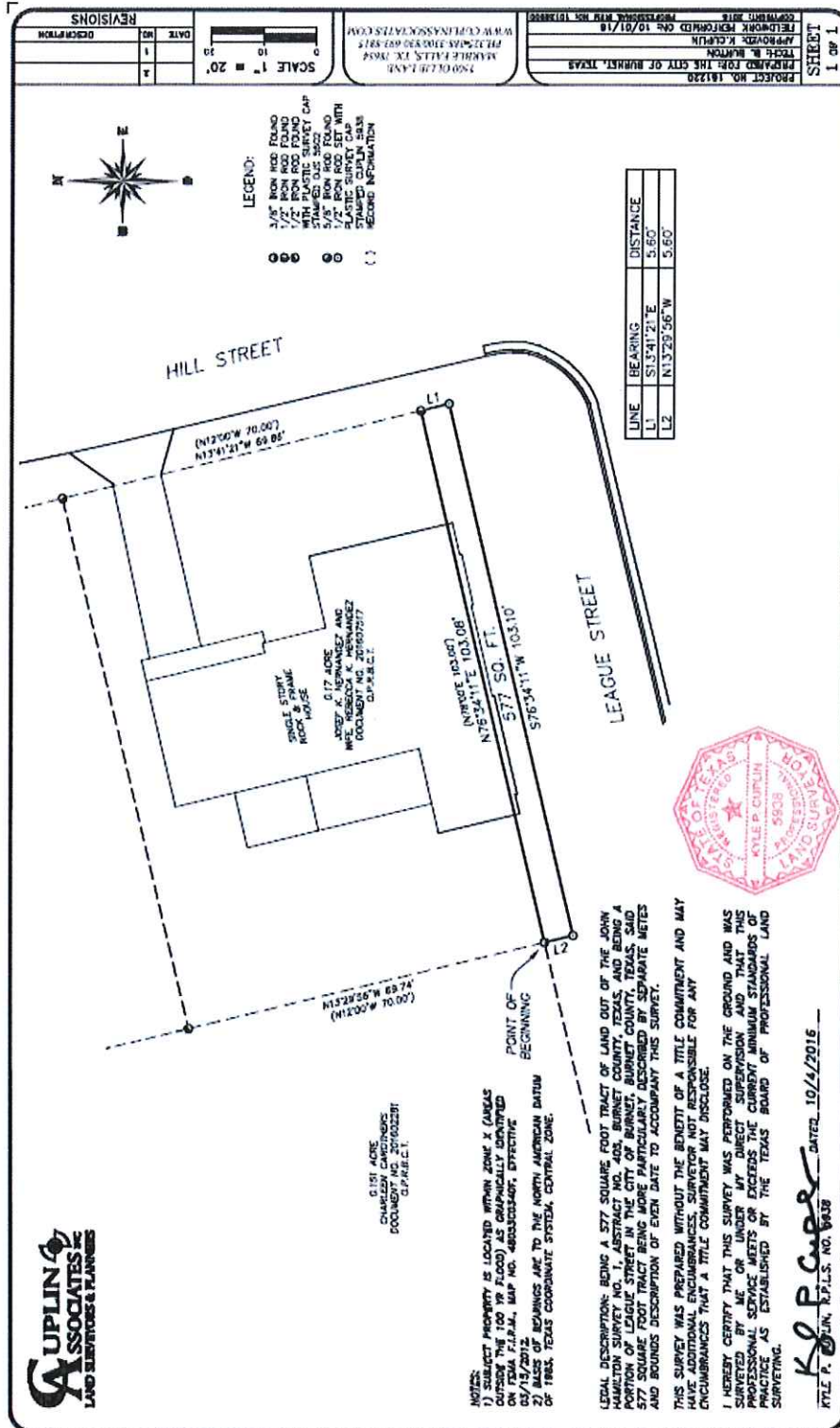


EXHIBIT B

Letter of Request

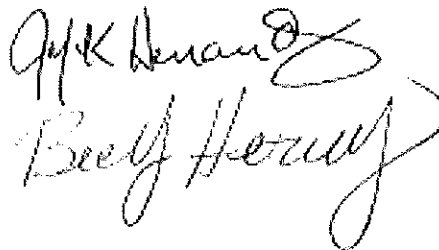
Mark S. Lewis
Director of Development Services
City of Burnet

Dear Mr. Lewis,

My name is Josef Hernandez and I have lived at 310 South Hill St. for twenty years in Burnet, Texas. I am sending you a letter of request for are residence on 310 S. Hill St. that we added on to. We pulled a building permit and spoke to Mr. Goble before adding on but after talking to title company and survey we are 5'6" in right away. I am requesting that small portion could please be sold to us so we can proceed with the sale of are home. The total square footage is 567 sf as per survey.

Thank You

Josef and Rebecca Hernandez

Handwritten signatures of Josef Hernandez and Rebecca Hernandez. The signature of Josef Hernandez is on top, and the signature of Rebecca Hernandez is below it.

Josef Hernandez
310 South Hill St.
Burnet, Texas 78611
#830-613-5402
830-613-5158
jhernandez018@outlook.com

EXHIBIT C

Street Position

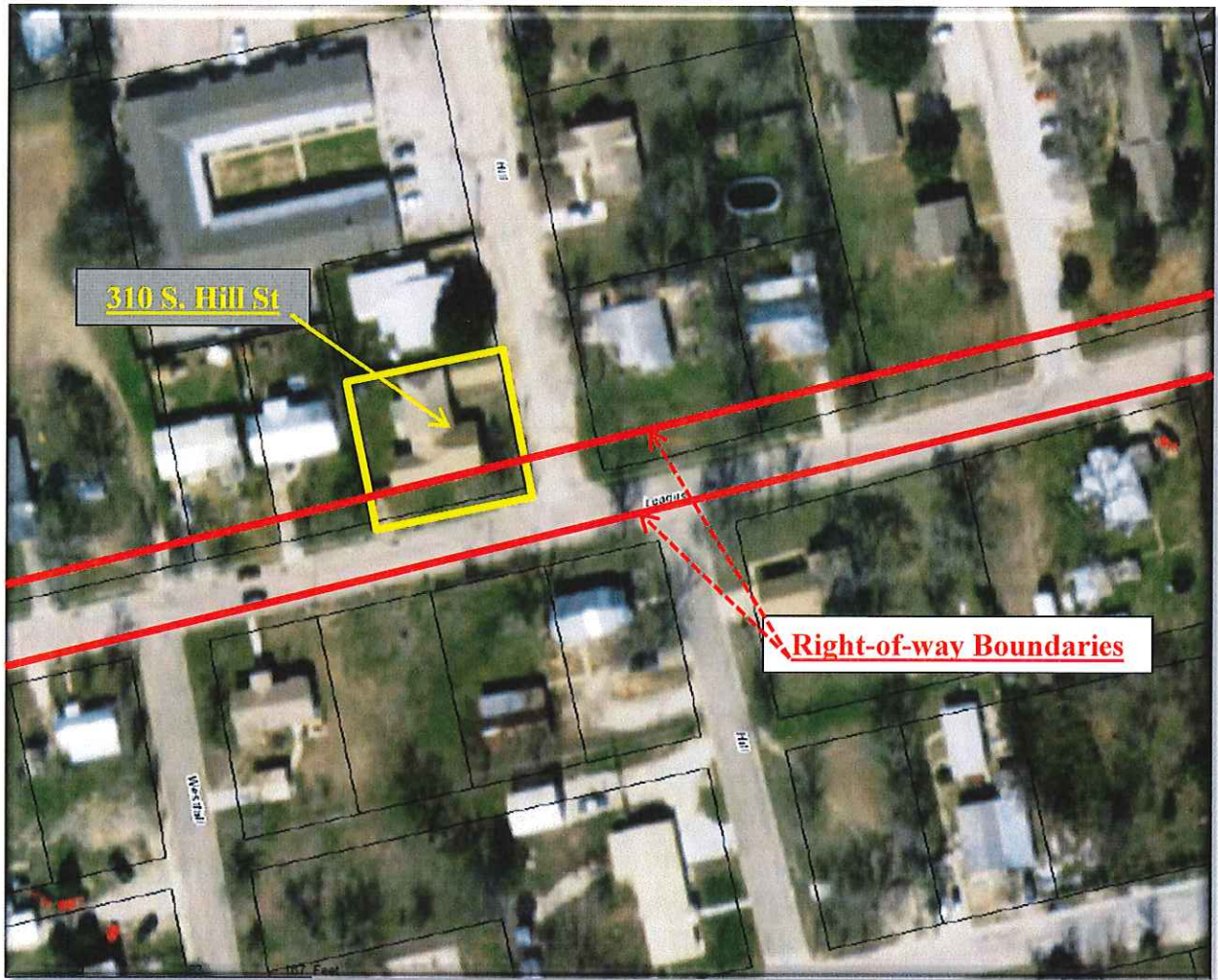


EXHIBIT D

Market Analysis 1 of 2

RE/MAX BURNET

P.O. Box 849

700 E. Hwy 29

Burnet, Texas 78611

512 756 7653

Fax: 5127565109

www.burnetcountyrealestate.com

COMPETITIVE MARKET ANALYSIS

10/10/2016

Subject property:

677 square feet of land at the corner of S. Hill and League Streets,
Burnet, Texas, 78611.

To determine the current market value of this land we have tried to use the commonly used "comparable market value approach" and tried to select similar properties in similar locations in the area that have sold within the last 6 – 12 months. Because the subject is a very small portion of a lot rather than a full lot there were not similar sold data to provide.

Due to lack of information we have just used the information provided by the MLS and determined a square footage price to come to the determination of the value of just this particular parcel.

The subject, in our opinion, is worth approximately \$700.00.

This is a COMPETITIVE MARKET ANALYSIS AND SHOULD NOT BE CONSIDERED AN APPRAISAL. This report does not fit the normal market analysis criteria to determine value. In making any decision that relies on my work, you should know that I have not

EXHIBIT D

Market Analysis 2 of 2

followed the guidelines for development of an appraisal or analysis contained in the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation.

This is the opinion of the Realtor.



Julia Perkins
Realtor

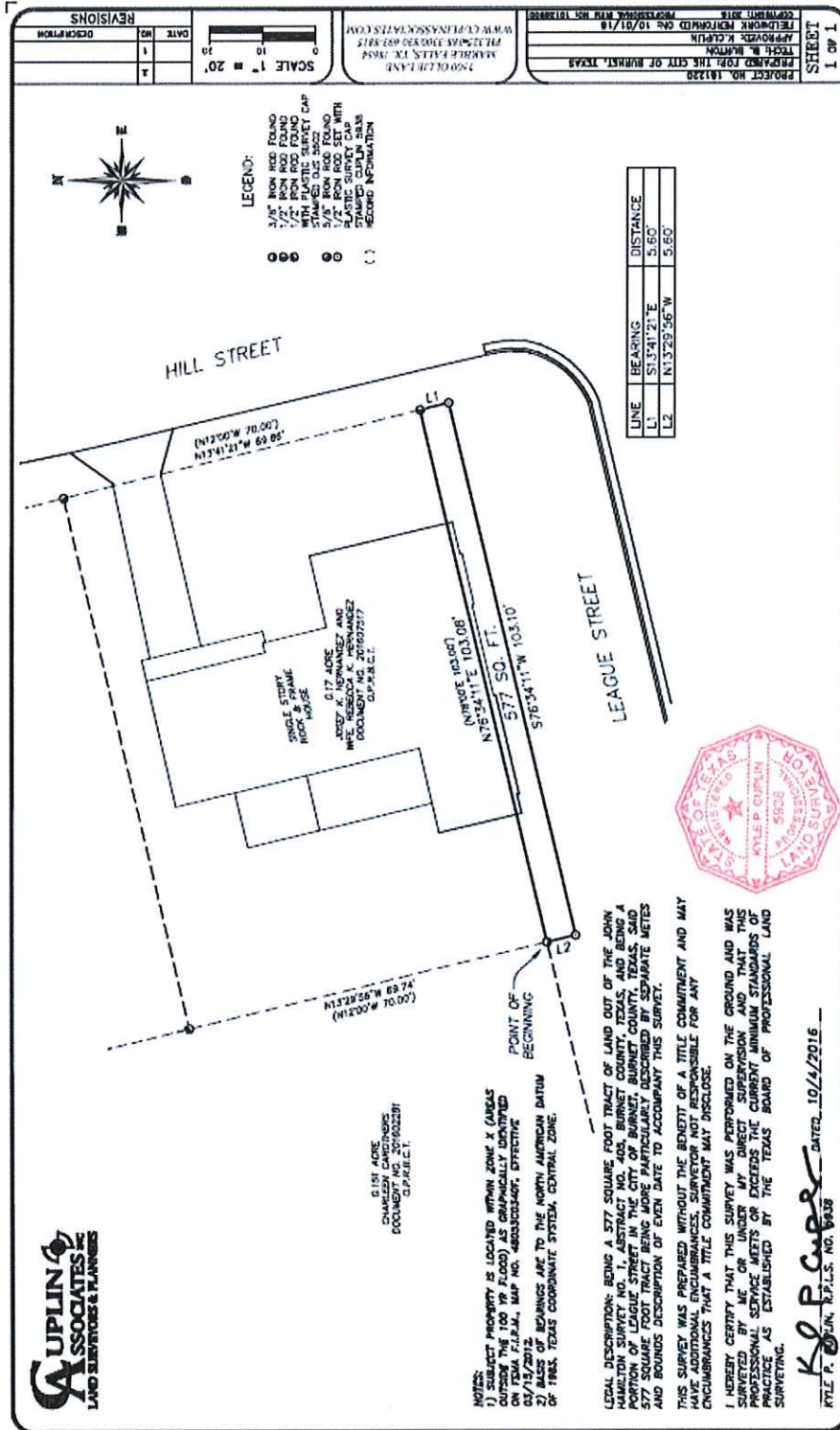


EXHIBIT A

Page 2 of 2

CUPLIN & ASSOCIATES, Inc.
land surveyors & planners

Prepared For: The City of Burnet, Texas
Project No. 161220
Date: 10/04/2016

FIELD NOTES TO ACCOMPANY A SURVEY PLAT OF A 577 SQUARE FOOT TRACT OF LAND OUT OF THE JOHN HAMILTON SURVEY NO. 1, ABSTRACT NO. 405 IN BURNET COUNTY, TEXAS AND BEING A PORTION OF LEAGUE STREET IN THE CITY OF BURNET, BURNET COUNTY, TEXAS, SAID 577 SQUARE FOOT TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 3/8" iron rod found in the north right-of-way line of said League Street and the south line of that certain 5 acre Block No. 8 of the Peter Kerr Donation, being the southeast corner of that certain 0.151 acre tract of land conveyed to Charleen Carothers in Document No. 201602281 of the Official Public Records of Burnet County, Texas and the southwest corner of that certain 0.17 acre tract of land conveyed to Josef K. Hernandez and wife, Rebecca K. Hernandez in Document No. 201607517 of the Official Public Records of Burnet County, Texas, for the northwest corner hereof, from which 1/2" iron rod found with plastic survey cap stamped DJS 5602, for the northwest corner of said 0.17 acre tract bears N13°29'56"W (called N12°00'W), a distance of 69.74 feet (called 70.00 feet);

THENCE N76°34'11"E (called N78°00'E) with the north right-of-way line of said League Street, the south line of said 5 acre Block No. 8 and the north line hereof, a distance of 103.08 feet (called 103.00 feet) to a 1/2" iron rod found at the point of intersection of the north right-of-way line of said League Street and the west right-of-way line of Hill Street for the southeast corner of said 5 acre Block No. 8, the southeast corner of said 0.17 acre tract and the northeast corner hereof, from which a 5/8" iron rod found for the northeast corner of said 0.17 acre tract bears N13°41'21"W (called N12°00'W), a distance of 69.86 feet (called 70.00 feet);

THENCE S13°41'21"E with an extension of the west line of said Hill Street and the east line hereof, a distance of 5.60 feet to a 1/2" iron rod set with plastic survey cap stamped CUPLIN 5938, for the southeast corner hereof;

THENCE S76°34'11"W with the south line hereof, a distance of 103.10 feet to a 1/2" iron rod set with plastic survey cap stamped CUPLIN 5938, for the southwest corner hereof;

THENCE N13°29'56"W with the west line hereof, a distance of 5.60 feet to the **POINT OF BEGINNING**, containing 577 Square Feet, more or less

I hereby certify that this survey was prepared on the ground and was surveyed by me or under my direct supervision and that this professional service meets or exceeds the current minimum standards of practice as established by the Texas Board of Professional Land Surveying. Basis of Bearings are to N.A.D. of 1983, Texas Coordinate System, Central Zone. A Plat of Survey of even date was prepared as is intended to accompany the above described tract of land.


Registered Professional Land Surveyor No. 5938

Dated: 10/04/2016

1500 Ollie Lane, Marble Falls, Texas 78654
PH: 325.388.3300 Fax: 325.388.3320 Prof. Firm No. 10126900
www.cuplinassociates.com



Page 2 of 2



Development Services

ITEM 4.5

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

Agenda Item Brief

Meeting Date:

November 8, 2016

Agenda Item:

Discuss and Consider Action: FIRST READING OF AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF BURNET, TEXAS CHAPTER 98, SUBDIVISIONS BY ADOPTING ARTICLE VIII, NON-POINT SOURCE POLLUTION; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING AN EFFECTIVE DATE; AND FINDING PROPER NOTICE OF MEETING: M. Lewis

Background:

Non-Point Source (NPS) pollution consists of the natural and man-made pollutants that are picked up and carried by rainwater as it moves over and through the ground. The Lower Colorado River Authority (LCRA), based on authority granted by the State of Texas, has established requirements for the management of NPS pollution. In this capacity, LCRA acts as both permitting and enforcement agency.

While LCRA is the ultimate regulatory authority for NPS related matters, it has allowed certain municipalities, including the City of Marble Falls, to regulate NPS management within their corporate limits and ETJ's. LCRA has indicated its willingness to allow the City of Burnet to do the same.

In order to assume regulatory authority, the City and LCRA must enter into an inter-local agreement. Adoption of the attached ordinance, which establishes NPS regulatory standards for Burnet and its ETJ, is a prerequisite for execution of the inter-local agreement.

Information:

The City, by assuming responsibility for its own NPS regulation anticipates being able to provide timely permit

turnaround times. Taking over NPS responsibility will also help place Burnet on a more equal competitive footing with other cities.

The LCRA plan review/permit process, at times, has stretched into months. This is due to the tremendous number of permit requests their reviewers review and process. The City is better positioned to provide timely reviews of projects occurring within its jurisdiction.

LCRA uses its Highland Lakes Watershed Ordinance as the basis for NPS permitting. Marble Falls, when it drafted its NPS ordinance, incorporated regulations that provided a bit more design flexibility while still providing a level of overall performance that is equal to the Highland Lakes ordinance. The attached City of Burnet ordinance, and its supporting technical manual, duplicate the Marble Falls ordinance. This will provide Burnet with a degree of regulatory flexibility comparable to that exercised by the City of Marble Falls.

Due to document length, a copy of the proposed NPS technical manual is not attached to this document. A copy will be provided at Council's November 8, 2016 meeting. Copies of the manual are also available upon request.

Fiscal Impact:

None

Recommendation:

Approve the first reading of the ordinance 2016-__, establishing NPS pollution management regulations.

ORDINANCE 2016-36

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF BURNET, TEXAS CHAPTER 98, SUBDIVISIONS BY ADOPTING ARTICLE VIII, NON-POINT SOURCE POLLUTION; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING AN EFFECTIVE DATE; AND FINDING PROPER NOTICE OF MEETING.

WHEREAS, the City Council of the City of Burnet, Texas (City) seeks to provide for the health, safety and welfare of its citizens; and

WHEREAS, the Council finds that the drainage ways and creeks of the City are subject to the potential for periodic pollution which may result in the loss of life and property, health and safety hazards, disruption of commerce and governmental services and extraordinary public expenditures for pollution reduction and protection, all of which adversely affect the public health, safety and general welfare; and

WHEREAS, the Council seeks to protect the drainage ways, creeks, rivers, and lake areas of the City from non-point source pollution; and

WHEREAS, the City has the authority to regulate non-point source pollution within the City's corporate and extraterritorial limits pursuant to Texas Local Government Code Chapters 51, 212, 401, and 402, the Texas Water Code Chapters 7 and 26, and sections 2.01 and 2.05 of the City Charter; and

WHEREAS, the Council seeks to amend that portion of the City Code of Ordinances relating to non-point source pollution and add a new Article related to the regulation of non-point source pollution control;

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

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

Section 2. Sec. 98-41 Repealed and replaced: Section 98-41, Drainage improvements of Code of Ordinances Chapter 98, Article IV is hereby repealed in its entirety and replaced by a new Sec. 98-41 as follows:

Sec. 98-41 Storm water collection and conveyance systems

(a) *Required Permits and Authorizations.* Unless otherwise exempt under the terms of this chapter, all property owners subject to these land use regulations shall obtain all permits or authorizations required herein.

- (b) *System design requirements.* Drainage improvements shall be designed so as to not cause damage to other property, shall accommodate runoff from the upstream drainage area in its anticipated maximum "build-out" condition, and shall be designed in accordance with the most recently adopted Drainage Criteria Manual to prevent overloading the capacity of the downstream drainage system. The City may require the phasing of development, the use of control methods such as retention or detention, or the construction of off-site drainage improvements in order to mitigate the impact of the proposed development. No storm water collection system shall be constructed unless it is designed in accordance with the Drainage Criteria Manual by a licensed professional engineer, and unless it is reviewed and approved by the city engineer. All plans submitted to the city shall include a layout of the drainage system together with supporting calculations for the design of the system.
- (c) All erosion and sedimentation controls shall conform to the Nonpoint-Source Pollution Control Technical Manual (NPS Technical Manual), as amended, a copy of which is on file at the City.
- (d) No person, individual, partnership, firm or corporation shall deepen, widen, fill, reclaim, reroute or change the course or location of any existing ditch, channel, stream or drainage-way without first obtaining written permission of the city engineer and any other applicable agency (such as FEMA or the U.S. Army Corps of Engineers) having jurisdiction. The city engineer may, at his or her discretion, require preparation and submission of a FEMA or flood study for a proposed development if there are concerns regarding storm drainage on the subject property or upstream or downstream from the subject property. The costs of such study, if required, shall be borne by the developer.
- (e) In order to help reduce storm water runoff, and resulting erosion, sedimentation and conveyance of nonpoint source pollutants, the layout of the street network, lots and building sites shall, to the greatest extent possible, be sited and aligned along natural contour lines, and shall minimize the amount of cut and fill on slopes in order to minimize the amount of land area that is disturbed during construction.
- (f) No concentrated surface cross-street flow (i.e., perpendicular to traffic flow) of storm water runoff shall be permitted unless approved by the city engineer. When and if such drainage flow is allowed, it must be across a concrete street (i.e., valley gutter) and as approved by the city engineer.
- (g) All storm water treatment facilities shall be designed using materials and techniques as established in the City's NPS Technical Manual, or as may be required by the city engineer.

Section 3. Sec. 98-65 established: A new Sec. 98-65 "Storm drainage and water quality controls" is hereby established as follows:

Sec. 98-65. Storm drainage and water quality controls.

- (a) An adequate storm sewer system, consisting of inlets, pipes and other underground structures with approved outlets, as outlined in Drainage Criteria Manual, shall be designed where runoff of storm water and the prevention of erosion cannot be accomplished satisfactorily by surface drainage facilities. Areas subject to flood conditions or inadvertent storm water retention, such as standing or pooling water, as established by the city engineer, will not be considered for development until adequate drainage has been provided. In no case shall storm water drainage be diverted artificially to adjacent properties or across roadways. No storm water drainage will be permitted to flow from one lot or piece of property onto another under separate ownership unless such drainage does not harm, damage, or otherwise pose an inconvenience to the other properties, and is specifically approved by the city engineer, and the necessary off-site drainage easement is procured on the affected property(s).
- (b) The criteria for use in designing water quality control structures, and other best management practices (BMPs) for non-point source pollution control shall conform to section 834 of Appendix B and Chapter 28 of the Code.
- (c) The developer shall ensure that all drainage improvements within public easements or rights-of-way are functioning properly prior to the expiration of the maintenance bond. The developer shall be responsible for removing any significant build-up of sediment or debris from drainage improvements, with the exception of backlot and side lot drainage swales, at the eleventh month of the second year for the required two-year maintenance bond for the applicable facilities. The City shall inspect the improvements to determine any maintenance or correction of deficiencies at the conclusion of this period.
- (d) Water quality control structures, retention and detention facilities, and BMPs for non-point source pollution control permitted by the City under Chapter 98 of this Code shall be maintained and inspected in accordance with Chapter 98 of this Code, and any permits or authorizations issued thereunder.

Section 4. Sec. 98-66 established: A new Sec. 98-66 "Appendix D to Chapter 98 – SUBDIVISIONS, said Appendix D, titled Non-Point Source Pollution, is hereby established as follows:

APPENDIX D: NONPOINT SOURCE POLLUTION CONTROL TABLE OF CONTENTS

ARTICLE 1. GENERAL PROVISIONS

Sec. 98-90	Authority
Sec. 98-91	Scope of Authority and Jurisdiction]
Sec. 98-92	Findings of Fact
Sec. 98-93	Statement of Purpose
Sec. 98-94	Land to which this Chapter Applies
Sec. 98-95	Non-Point Source (NPS) Pollution Control Technical Manual
Sec. 98-96 through 98-99	[Reserved]

ARTICLE 2. DEFINITIONS

ARTICLE 3. NON-POINT SOURCE POLLUTION CONTROL MEASURES

Sec. 98-101	Non-Point Source Pollution Control Management
Prohibitions	
Sec. 98-102	Regulation of Pesticides, Herbicides, and Fertilizers
Sec. 98-103	Used Oil Regulation
Sec. 98-104	Impervious Cover
Sec. 98-105 - 98-109	[Reserved]

ARTICLE 4. NPS POLLUTION CONTROL AUTHORIZA TIONS

Sec. 98-110	Projects Exempt for Article 4
Sec. 98-111	Non-Point Source Pollution Control Approval
Sec. 98-112	Operating Permit
Sec. 98-113	Required Plans
Sec. 98-114	Maintenance Requirements
Sec. 98-115	TPDES Notice of Intent and Stormwater Pollution Prevention Plan
Sec. 98-116	NPS Pollution Control and BMP Performance Standards and Design Requirements.
Sec. 98-117	Water Quality Buffer Zones
Sec. 98-118-98-119	[Reserved]

ARTICLE 5. ADMINISTRATIVE PROVISIONS

Sec. 98-120	Charges and Fees
Sec. 98-121	Variances
Sec. 98-122	Release Reporting and Cleanup
Sec. 98-123	Access for Maintenance and Monitoring

Sec. 98-124	Compliance Monitoring – Right of Entry and Inspection
Sec 98.-125	Fiscal Security
Sec. 98-126	Supplemental Enforcement Action
Sec. 98-127	Stop Orders
Sec. 98-128	Permit or Authorization Revocation
Sec. 98-129	Denial of Approvals and Permits
Sec. 98-130	Penalties an Injunctive Relief
Sec. 90-131-98-139	[Reserved]

CHAPTER 98 – APPENDIX D: NONPOINT SOURCE
POLLUTION CONTROL ARTICLE 1. GENERAL
PROVISIONS

Sec. 98-90 Authority

This chapter is promulgated under the authority of sections 2.01 and 2.05 of the Charter of Burnet, Texas, Texas Local Government Code Chapters 51, 212, 401, and 402, and Texas Water Code Chapters 7 and 26.

Sec. 98-91 Scope of Authority and Jurisdiction

This chapter shall apply to all territory within the incorporated limits and extraterritorial jurisdiction of the City of Burnet, Texas. Any person proposing to develop land or improve property within the jurisdiction of the City is subject to the provisions of this chapter. This chapter is also applicable to individual building structures, subdivisions, excavation and fill operations, and similar activities.

Sec. 98-92 Findings of Fact

The drainage ways and creeks of the City of Burnet, Texas, are subject to the potential for periodic pollution and erosion which may result in the loss of life and property, health and safety hazards, disruption of commerce and governmental services and extraordinary public expenditures for pollution reduction and protection, all of which adversely affect the public health, safety and general welfare.

- (1) All watersheds within the City's jurisdiction are undergoing development or are facing development pressure, which if not properly regulated can adversely impact stormwater quality.
- (2) All watersheds within the City's jurisdiction, and especially those with abrupt topography, sparse vegetation, and thin and/or easily disturbed soil, are vulnerable to degradation resulting from development activities.
- (3) The development of land causes large quantities of soil to be displaced and transported to downstream locations. This soil displacement can create significant soil erosion, degradation of the water quality, and sedimentation problems. Erosion is a dangerous activity in that it contaminates water supplies and water resources. A buildup of sediment degrades water quality, destroys valuable environmental resources and clogs watercourses and storm drains.
- (4) The continued economic growth of the City is dependent on adequate quality

and quantity of water, a pleasing natural environment, and recreational opportunities in close proximity to the City.

- (5) Specifically, creek and floodplain areas in the City are valuable resources to the citizens of City in that they provide recreational opportunities, improve the aesthetics of the community, convey stormwater runoff and filter water pollutants.
- (6) If watersheds within the City's jurisdiction are not developed in a sensitive and innovative manner, their water resources, natural environment, and recreational characteristics will be irreparably damaged. As valuable resources, lakes, rivers, creeks and floodplains warrant protection.
- (7) The City Council is desirous of adopting appropriate development rules and regulations for the purpose of protecting the water quality of the watersheds within its jurisdiction.

Sec. 98-93 Statement of Purpose

Non-point source pollution control management policies shall govern the planning, design, construction, operation and maintenance of drainage, erosion, and water quality control facilities within the City and its zone of extraterritorial jurisdiction. This chapter sets forth the minimum requirements necessary to provide and maintain a safe, efficient and effective non-point source pollution control system within the City and to establish the various public and private responsibilities for the provision thereof. Further, it is the purpose of this chapter to:

- (1) Protect human life, health and property;
- (2) Minimize the expenditure of public money for building and maintaining non-point source pollution control projects and cleaning sediments out of storm drains, streets, sidewalks and watercourses;
- (3) Help maintain a stable tax base and preserve land values;
- (4) Preserve the natural beauty and aesthetics of the community;
- (5) Control and manage the quality of stormwater runoff, the sediment load in that runoff, from points and surfaces within subdivisions;
- (6) Establish a reasonable standard of design and performance for development which prevents erosion and sediment damage and which reduces the pollutant loading to streams, ponds and other watercourses.

Sec. 98-94 *Lands to which this Chapter Applies*

This chapter shall apply to all areas of land within the incorporated limits and extraterritorial jurisdiction of the City.

This chapter is designed to require an accompanying Nonpoint-Source Pollution Control Ordinance Technical Manual (NPS Technical Manual), which describes in detail the technical requirements to be used to comply with the provisions contained in this chapter. The criteria specified in the latest edition of the NPS Technical Manual, whether adopted in part or in whole, shall become part of the official non-point source pollution management plan for the City. Although the intention of this manual is to establish uniform design practices, it neither replaces the need for engineering judgment nor precludes the use of information not presented. Other accepted engineering procedures may be used to conduct hydrologic and hydraulic studies if approved by the city engineer. The NPS Technical Manual is maintained and available for inspection at the City Offices.

Sec. 98-96 through 98-99 [Reserved]

ARTICLE 2. DEFINITIONS

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this chapter, shall have the meanings herein after designated.

Applicant: A person who submits an application for approval required by this chapter. The applicant shall be the owner of the property subject to this chapter acting in person or by and through the owner's authorized representative. Documentation evidencing ownership of the property and the authority of the authorized agent shall be submitted as required by the city manager.

Application: A written request for an approval required by this chapter.

Best Management Practices (BMP): Schedules of activities, prohibitions of practices, maintenance procedures, management practices, infiltration BMPs, erosion controls, vegetation practices, stormwater and overland flow controls, retention, water quality controls, and treatment facilities designed to prevent, reduce, or treat the discharge the non-point source pollution into or adjacent to the stormwater drainage system or water in the state.

Bond: Any form of a surety bond in an amount and form satisfactory to the City.

Buffer Zone: Vegetated area adjacent to a natural creek, swale, or critical environmental feature that is to remain undisturbed and free of impervious cover to the largest extent practicable (as determined by the City).

Business Day: Monday, Tuesday, Wednesday, Thursday, or Friday, except legal holidays observed by the City.

City: The City of Burnet, Texas.

City Manager: The person holding the position of city manager, as appointed by the city council. For the purposes of this chapter, the city manager may appoint, in writing, a designee to act on his or her behalf.

City Engineer: Such professional engineer or firm of licensed professional consulting engineers that has been specifically employed by the City to assist in engineering-related matters.

Code: City of Burnet Code of Ordinances as amended from time to time.

Commencement of Construction: The disturbance of soils associated with clearing, grading, or excavating activities or other construction activities.

Contractor: Any person, other than the owner, engaging in land development activities on land located within the City's jurisdiction.

Contributing On-Site Drainage Area: The portion of a site that contributes stormwater runoff to a common point of interest.

Critical Environmental Feature: Features determined to be of critical importance to the maintenance of water quality, including groundwater recharge areas, springs, natural wetlands, caves, and highly erodible natural features.

Developer: A person who owns a tract of land and who is engaged in clearing, grubbing, filling, mining, excavating, grading, installing streets and utilities or otherwise preparing that tract of land for the eventual division into one or more lots on which building(s) or other structure(s) will be constructed or placed.

Development: All land modification activity, including the construction of building, roads, paved storage areas, and parking lots. "Development" also includes any land disturbing construction activities or human-made change of the land surface, including clearing of vegetative cover, excavating, filling and grading, mining, and dredging, and the deposit of refuse, waste or fill. Care and maintenance of lawns, gardens, and trees; minimal clearing (ten feet (10') wide) for surveying and testing; and agricultural activities are excluded from this definition.

Discharge: Any addition or introduction of any pollutant, stormwater, or any other substance whatsoever into the stormwater drainage system or into waters of the United States or waters in the State.

Discharger: Any person who causes, allows, permits, or is otherwise responsible for, a discharge, including, without limitation, any operator of a construction site or industrial facility.

Disturbance of Land or Disturbed Land: Construction activities or human-made change of the land surface, including clearing of vegetative cover, excavating, filling and grading, mining, and dredging, and the deposit of refuse, waste or fill, except for care and maintenance of lawns, gardens, and trees, minimal clearing (ten feet (10') wide) for surveying and testing, and agricultural activities.

Domestic Sewage: Human excrement, gray water from home clothes washing, bathing, showers, dishwashing, and food preparation, other wastewater from household drains, and waterborne waste normally discharged from the sanitary conveniences of dwellings, including single-family homes, apartment houses and hotels, office buildings, factories, and institutions, that are free from industrial waste.

Drainage Criteria Manual: A technical manual containing a description of drainage policies and required methods of hydraulic and hydrologic design and analysis to be used within the City and its area of Extraterritorial Jurisdiction.

Easement: An area of restricted use on private property upon which the City or a public utility, or both, shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, and/or other improvements or growths which in any way will endanger or interfere with the construction, maintenance or efficiency of its respective systems within said easements. The City and public utilities shall, at all times, have the right to ingress and egress to and from and upon easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of their respective systems without the necessity at any time of procuring of permission of anyone.

Erosion: The detachment and movement of soil, sediment, or rock fragments by wind, water, ice or gravity.

ETJ: The extraterritorial jurisdiction of the City as established by Texas Local Government Code Chapter 42.

Extremely Hazardous Substance: Any substance listed in the Appendices to 40 CFR Part 355, Emergency Planning and Notification.

Facility: Any building, structure, installation, process, or activity from which there is or may be discharge of a pollutant.

Fertilizer: A solid or non-solid substance or compound that contains an essential plant nutrient element in a form available to plants that is used primarily for its essential plant nutrient element content in promoting or stimulating growth of a plant or improving the quality of a crop, or a mixture of one or more fertilizers. The term does not include the excreta of an animal, plant remains, or a mixture of those substances, for which no claim of essential plant nutrients is made.

Fill: The manmade deposition and compaction of material that will effect elevation.

Harmful Quantity: The amount of any substance that will cause pollution of water in the state.

Hazardous Household Waste (HHW): Any material generated in a household (including single and multiple residences, hotels, motels, bunk houses, ranger stations, crew quarters, camp grounds, picnic grounds, and day use recreational areas) by a consumer which, except for the exclusion provided in 40 CFR §261.4(b)(1), would be classified as a hazardous waste under 40 CFR Part 261.

Hazardous Substance: Any substance listed in Table 302.4 of 40 CFR Part 302.

Hazardous Waste: Any substance identified or listed as a hazardous waste by the EPA pursuant to 40 CFR Part 261.

Herbicide: A substance or mixture of substances used to destroy a plant or to inhibit plant growth.

Impervious Cover: All man-made improvements that prevent the infiltration of water into the natural soil, or prevent the migration of the infiltration as base flow, including but not limited to, roads, pavements, and driveways, parking areas, buildings, pedestrian walkways and sidewalks, concrete, asphalt, masonry, surfaces areas, and paving stone surfaced areas, swimming pool water surface area, densely compacted natural soils or fills which result in a coefficient of permeability less than 1×10^{-6} cm/sec., all existing man-made impervious surfaces prior to development, water quality and stormwater detention basins lined with impermeable materials, stormwater drainage conveyance structures lined with impermeable materials, interlocking or "permeable pavers," fifty percent (50%) of the horizontal surface area of an uncovered deck that has drainage spaces between the deck boards that is located over a pervious surface. Impervious cover does not include existing roads adjacent to the development and not constructed as part of the development at an earlier phase, naturally occurring impervious features, such as rock out crops, landscaped areas and areas remaining in their natural state, water quality controls and stormwater detention basins not lined with impermeable materials, and stormwater drainage conveyance structures not lined with impermeable materials.

Industrial Waste: Any waterborne liquid or solid substance that results from any process of industry, manufacturing, mining, production, trade, or business.

Landowner: Any person holding title to or having an interest in land.

Land User: Any person operating, leasing, renting, or having made other arrangements with the landowner by which the landowner authorizes use of his or her land.

Larger Common Plan of Development: Development that is or will be completed in separate stages, in separate phases, or in combination with other construction activities and is identified by documentation that identifies the scope of the project including such things as plats, blueprints, marketing plans, contracts, building permits, public notice or hearing, or zoning requests.

Licensed Professional Engineer (LPE), Professional Engineer (PE): A person who has been duly licensed and registered by the State Board of Registration for Professional Engineers to engage in the practice of engineering in the State of Texas.

Natural Creek or Swales: A well-defined natural drainage path capable of conveying stormwater runoff.

New Construction: Structures for which the "start of construction" commenced on or after the date of adoption of this chapter by the city council.

NPS Pollution Controls and Best Management Practices (BMP's): Schedules of activities, prohibitions of practices, maintenance procedures, management practices, infiltration BMPs, erosion controls, vegetation practices, stormwater and overland flow controls, retention, water quality controls, and treatment facilities designed to prevent, reduce, or treat the discharge the non-point source pollution into or adjacent to the stormwater drainage system or water in the state.

Oil: Any kind of oil in any form, including, but not limited to, petroleum, fuel oil, crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure, sludge, oil refuse, and oil mixed with waste.

Operator: The person or persons who, either individually or taken together, meet the following two criteria: (1) they have operational control over the facility specifications, including the ability to make modifications in specifications; and (2) they have the day-to-day operational control over those activities at the facility necessary to ensure compliance with pollution prevention requirements and any permit conditions.

Owner: The person who owns a facility or part of a facility or a lessee.

Permanent Stabilization: Installation of approved permanent measures to prevent erosion with a minimum of 80% coverage of perennial vegetation over pervious areas.

Permittee: A landowner or land user who is undertaking land development activities pursuant to a permit or authorization granted according to the provisions of this chapter.

Pesticide: A substance or mixture of substances intended to prevent, destroy, repel, or mitigate any pest, or any substance or mixture of substances intended for use

as a plant regulator, defoliant, or desiccant, as these terms are defined in Section 76.001 of the Texas Agriculture Code.

Petroleum Product: A petroleum product that is obtained from distilling and processing crude oil and that is capable of being used as a fuel for the propulsion of a motor vehicle or aircraft, including motor gasoline, gasohol; other alcohol blended fuels, aviation gasoline, kerosene, distillate fuel oil, and #1 and #2 diesel. The term does not include naphtha-type jet fuel, kerosene-type jet fuel, or a petroleum product destined for use in chemical manufacturing or feedstock of that manufacturing.

Petroleum Storage Tank (PST): Any one or combination of aboveground or underground storage tanks that contain petroleum products and any connecting underground pipes.

Pollutant: Dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, filtered backwash, munitions, chemical waste, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, and industrial, municipal, and agricultural waste discharged into or adjacent to water.

Pollution: The alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any water in the state that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property, or to the public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

Primary Treatment: The permanent BMP(s) designed to have substantial removal of the increase in pollutant loads due to the development or redevelopment of a site.

Redevelopment: Any rebuilding, renovation, remodeling, reconstruction, revision, or replat of an existing development.

Release: Any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or adjacent to the stormwater drainage system or the water in the state.

Revision: Any amendments to a previously approved project.

Right-of-Way: A parcel of land occupied or intended to be occupied by a street or alley. Where appropriate, "right-of-way" may include other facilities and utilities such as sidewalks; railroad crossings; electrical, communication, oil and/or gas facilities; water, wastewater and drainage facilities; or for any other special use. The use of right-of-way shall also include parkways and medians outside of the paved portion of the street.

Rubbish: Non-putrescible solid waste, excluding ashes, which consists of (A) combustible waste materials, including paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, and similar materials; or (B) noncombustible waste materials, including glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that do not burn at ordinary incinerator temperatures (1600 to 1800 degrees Fahrenheit).

Runoff: That portion of rainfall, melted snow, melted sleet, melted hail, irrigation, or drainage that flows across ground surface and reaches the water in the state, storm drain, or storm sewer.

Sanitary Sewer (or sewer): The system of pipes, conduits, and other conveyances which carry industrial waste and domestic sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, to a sewage treatment plant (and to which stormwater, surface water, and groundwater are not intentionally admitted).

Secondary Treatment: Any additional permanent BMP(s) necessary to meet performance standards not achieved by the primary treatment for a site.

Sediment: Solid soil material, both mineral and organic, that is being moved or has been moved from its original site by wind, gravity, flowing water or ice and including those materials sometimes also referred to as "silt" or "sand."

Sedimentation: Deposit of detached soil particles.

Septic Tank Waste: Any domestic sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

Service Station: Any retail establishment engaged in the business of selling fuel for motor vehicles that is dispensed from stationary storage tanks.

Sewage (or Sanitary Sewage): The domestic sewage and industrial waste that is discharged into a sanitary sewer system and passes through the sanitary sewer system to a sewage treatment plant for treatment.

Sheet Flow: The flow of water in a thin layer over the ground surface.

Site: The property boundaries of a development, including the limits of construction for any offsite improvements.

Slope: A measure of change in vertical elevation with respect to horizontal distance between two defined points.

Solid Waste: Any garbage, rubbish, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility, and other discarded

material, including, solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations, and from community and institutional activities.

Start of Construction: The date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation.

Steep Slope: Slope with a grade in excess of twenty percent (20%),

Stormwater: Any moisture that falls from the atmosphere in a discrete storm event, including snow, sleet, rain, and hail.

Stormwater Drainage System: A conveyance or system of conveyances including roads with drainage systems, catch basins, curbs, gutters, ditches, man-made channels, or storm drains designed or used for collecting or conveying storm water.

Structure: A walled and roofed building, including a gas or liquid storage tank, which is principally above ground, as well as a manufactured home. When used in the context of stormwater, the term means drainage improvement, such as dams, levees, bridges, culverts, head walls, or flumes.

Used Oil (or used motor oil): Any oil that has been refined from crude oil or a synthetic oil that, as a result of use, storage, or handling, has become unsuitable for its original purpose because of impurities or the loss of original properties but that may be suitable for further use and is recyclable in compliance with state and federal law.

Vegetative Cover: The cover over a land's surface area with plant life.

Water in the State (or Water): Any groundwater, percolating or otherwise, lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, marshes, inlets, canals, the Gulf of Mexico, inside the territorial limits of the state, and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, navigable or non-navigable, and including the beds and banks of all water courses and bodies of surface water, that are wholly or partially inside or bordering the state or inside the jurisdiction of the state.

Water Quality Control: A structure, system, or feature that provides water quality benefits by treating stormwater runoff.

Water Quality Standard: The designation of a body or segment of surface water in the state for desirable uses and the narrative and numerical criteria deemed by the

state to be necessary to protect those uses, as specified in Chapter 307 of Title 30 of the Texas Administrative Code.

Watershed: The total area contributing runoff to a stream or drainage system.

Yard Waste: Leaves, grass clippings, yard and garden debris, and brush that results from landscaping maintenance and land-clearing operations.

1-Year, 3-Hour Storm Event: A rainfall event over a 3 hour period as defined in the Drainage Criteria Manual. The 1-year, 3-hour rainfall distribution can be found in Drainage Criteria Manual.

3. NON-POINT SOURCE POLLUTION CONTROL MEASURES

Sec. 98-101 Non-point Source Pollution Control Management Prohibitions

- (1) Except as authorized by permit or this Code, no person shall introduce or cause to be introduced into or adjacent to the stormwater drainage system or water in the state any discharge that is not composed entirely of stormwater.
- (2) Except as authorized by permit or this Code, no person shall introduce or cause to be introduced into or adjacent to the stormwater drainage system or water in the state any discharge that causes or contributes to causing the City to violate a water quality standard.
- (3) Except as authorized by permit or this Code, no person shall dump, spill, leak, pump, pour, emit, empty, discharge, leach, dispose, or otherwise introduce or cause, allow, or permit to be introduced any of the following substances into or adjacent to the stormwater drainage system or water in the state:
 - a. Any used motor oil, antifreeze, or any other motor vehicle fluid;
 - b. Any industrial waste or hazardous waste, including hazardous household waste;
 - c. Any domestic sewage or septic tank waste, grease trap waste, or grit trap waste;
 - d. Any garbage, rubbish, or yard waste;
 - e. Any wastewater from:
 - (i) a commercial carwash facility; from any vehicle washing, cleaning, or maintenance at any new or used automobile or other

vehicle dealership, rental agency, body shop, repair shop, or maintenance facility; or from any washing, cleaning, or maintenance of any business or commercial or public service vehicle, including a truck, bus, or heavy equipment, by a business or public entity that operates more than two such vehicles;

- (ii) from the washing, cleaning, de-icing, or other maintenance of aircraft;
 - (iii) a commercial mobile power washer or from the washing or other cleaning of a building exterior that contains any soap, detergent, degreaser, solvent, or any other harmful cleaning substance;
 - (iv) commercial floor, rug, or carpet cleaning;
 - (v) the wash down or other cleaning of pavement that contains any harmful quantity of soap, detergent, solvent, degreaser, emulsifier, dispersant, or any other harmful cleaning substance; or any wastewater from the wash-down or other cleaning of any pavement where any spill, leak, or other release of oil, motor fuel, or other petroleum or hazardous substance has occurred, unless all harmful quantities of such released material have been previously removed;
- f. Any effluent from a cooling tower, condenser, compressor, emissions scrubber, emissions filter, or the blowdown from a boiler;
 - g. Any ready-mixed concrete, mortar, ceramic, or asphalt base material or hydromulch material, or from the cleaning of commercial vehicles or equipment containing, or used in transporting or applying, such material;
 - h. Any runoff or wash down water from any animal pen, kennel, or fowl or livestock containment area;
 - i. Any filter backwash from a swimming pool, or fountain, or spa;
 - j. Any swimming pool water containing any harmful quantity of chlorine, muriatic acid or other chemical used in the treatment or disinfection of the swimming pool water or in pool cleaning;
 - k. Any discharge from water line disinfection by superchlorination or other means if it contains any harmful quantity of chlorine or any other chemical used in line disinfection;

- 1. Any fire protection water containing oil or hazardous substances or materials. This prohibition does not apply to discharges or flow from firefighting by the Fire Department;
 - m. Any water from a water curtain in a spray room used for painting vehicles or equipment;
 - n. Any contaminated runoff from a vehicle wrecking yard;
 - o. Any substance or material that will damage, block, or clog the stormwater drainage system; or
 - p. Any release from a petroleum storage tank (PST), or any leachate or runoff from soil contaminated by a leaking PST, or any discharge of pumped, confined, or treated wastewater from the remediation of any such PST release, unless the discharge complies with all state and federal standards and requirements.
- (4) Except as authorized by permit or this Code, no person shall introduce or cause to be introduced into or adjacent to the stormwater drainage system or water in the state any harmful quantity of sediment, silt, earth, soil, or other material associated with clearing, grading, excavation or other construction activities, or associated with land filling or other placement or disposal of soil, rock, or other earth materials, in excess of what could be retained on site or captured by employing sediment and erosion control measures to the maximum extent practicable.
- (5) Except as authorized by a permit or other approval issued by the Texas Commission on Environmental Quality or authorized agent under Texas Water Code Chapter 26 or Texas Health and Safety Code Chapter 366, no person shall connect a line conveying sanitary sewage, domestic or industrial, to the stormwater drainage system, or allow such a connection to continue.
- (6) Except as authorized by permit or this Code, no person shall cause or allow any pavement wash water from a service station to be discharged into or adjacent to the stormwater drainage system or water in the state. No permit is required for existing service stations on the effective date of this chapter. However, wash water from existing service stations and new service stations shall pass through a properly functioning and maintained, grease, oil, and sand interceptor before discharge into or adjacent to the stormwater drainage system or water in the state.

- (1) Any sale, distribution, application, labeling, manufacture, transportation, storage, or disposal of a pesticide, herbicide, or fertilizer must comply fully with all state and federal statutes and regulations including, without limitation, the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) and all federal regulations promulgated pursuant to FIFRA; Chapters 63 and 76 of the Texas Agriculture Code and all state regulations promulgated pursuant thereto; and any other state or federal requirement.
- (2) Any license, permit, registration, certification, or evidence of financial responsibility required by state or federal law for sale, distribution, application, manufacturer, transportation, storage, or disposal of a pesticide, herbicide or fertilizer must be presented to the City and any City law enforcement officer for examination upon request.
- (3) No person shall use or cause to be used any pesticide or herbicide contrary to any directions for use on any labeling required by state or federal statute or regulation.
- (4) No person shall use or cause to be used any pesticide, herbicide, or fertilizer in any manner that the person knows, or reasonably should know, is likely to cause, or does cause, a harmful quantity of the pesticide, herbicide, or fertilizer to enter the stormwater drainage system or water in the state.
- (5) No person shall dispose of, discard, store, or transport a pesticide, herbicide, or fertilizer, or a pesticide, herbicide, or fertilizer container, in a manner that the person knows, or reasonably should know, is likely to cause, or does cause, a harmful quantity of the pesticide, herbicide, or fertilizer to enter the stormwater drainage system or water in the state.
- (6) If provided with a display notice containing the provisions of this subsection, pertaining to the regulation of pesticides, herbicides, and fertilizers, or a reasonable description thereof, and the information that any user of the product may obtain further information from the City, any person selling pesticides, herbicides, or fertilizers at retail or wholesale shall post the notice prominently where it may be read by purchasers of the product.

Sec. 98-103 Used Oil Regulation

- (1) No person shall:
 - a. Discharge used oil into or adjacent to the stormwater drainage system, water in the state, or a sewer, drainage system, septic tank, surface water, groundwater, or water course;
 - b. Knowingly mix or commingle used oil with solid waste that is to be disposed of in a landfill or knowingly directly dispose of used oil on land

or in a landfill;

- c. Apply used oil to a road or land for dust suppression, weed abatement, or other similar use that introduces used oil into the environment.
- (2) All businesses that change motor oil for the public, municipal waste landfills, and fire stations shall serve as public used oil collection centers as provided by state statute.
 - (3) A retail dealer who annually sells directly to the public oil in containers for use off-premises shall post in a prominent place a sign informing the public that improper disposal of used oil is prohibited by law. The sign shall prominently display the toll-free telephone number of the state used oil information center.

Sec. 98-104

Impervious Cover

- (1) This section applies to all new development, re-development, and construction for which a construction or development plat, site plan, or NPS site plan is required, or a building permit is, or will be, required. This section applies regardless if the development is exempt under Section 98-105. Although certain percentages of impervious cover are designated in this section, nothing in this section shall release a person from meeting other zoning and land use regulations in this Code.
- (2) Unless increases are permitted by the use of impervious cover allowances, the impervious cover shall not exceed the allowances required by Appendix B of this Code, or, if Appendix B does not specifically limit the impervious cover for a particular type of land use, then the impervious cover shall not exceed the following:
 - a. 85% of the total area of the site for industrial sites;
 - b. 80% of the total area of the site for commercial sites;
 - c. 75% of the total area of the site for multi-family sites; and 50% of the total area of the site for residential subdivisions.
- (3) Subsection (2) of this section does not apply to the Main Street District, which is exempt from the impervious cover limitations.
- (4) No impervious cover shall be constructed within a water quality buffer zone, downstream of a water quality control, or within areas designated for on-site irrigation for treated wastewater effluent disposal.
- (5) Impervious Cover Allowances:

- a. Isolation of Roof Runoff, Rainwater Collection, and Irrigation: If approved by the city, the maximum impervious cover limit may be increased by up to five (5) percentage points if roof runoff or rainwater is isolated, treated, and used for irrigation. The roof runoff or rainwater must comply with the pollutant removal performance standards in Section 98-111.
- b. Use of Mitigation Land
 - (i) For each three (3) acres of land (transferring tract) that the applicant leaves undeveloped or undisturbed and that is not included in an impervious cover calculation, the applicant may transfer up to one (1) acre of land (receiving tract) for impervious cover, but in no case shall the maximum impervious cover limit be increased by more than ten (10) percentage points.
 - (ii) Both the transferring and receiving tracts used in the impervious cover allowances shall be located within the corporate limits or ETJ of the city.
 - (iii) The transferring tract shall not include a water quality buffer zone or critical environmental feature.
 - (iv) The receiving tract shall comply with the water quality control standards of this chapter.
 - (v) The transferring and the receiving tracts shall be concurrently platted and must transfer development intensity at that time.
 - (vi) The use of mitigation land and the increase in impervious cover limits shall be noted on the plats of the transferring and receiving tracts.
 - (vii) A restrictive covenant that runs with the transferring tract and describes the use of mitigation land shall be filed in the deed records upon approval by the city of the restrictive covenant.

4. NPS POLLUTION CONTROL AUTHORIZATIONS

Sec. 98-105 Projects Exempt from Article 4

The following projects are exempt from the requirements of this Article:

- (1) Single-family Residences. New construction of a single-family residence on a single-family lot which is not part of a subdivision.
- (2) Existing Development. Existing development on the effective date of this chapter. If, however, improvements, additions, or revisions to the approved plans are made after the effective date of this chapter that require a site plan, building permit, or any type of plat, then the landowner or land user must obtain NPS Pollution Control authorization.
- (3) Final Plats. Landowners or land users developing sites for which final plats have been approved by City before the effective date of this chapter.
- (4) Utility Maintenance. Routine maintenance and installation of utility lines.
- (5) Developments of One Acre or Less. Developments or redevelopments of one acre or less that are not part of a larger common plan of development
- (6) Previously Permitted Developments. Developments or redevelopments that have already been issued a permit by the Lower Colorado River Authority as of the effective date of this ordinance.

06

Non-Point Source Pollution Control Approval

- (1) Authorized Activities- NPS Pollution Control Authorization Required
 - a. An authorization by ordinance or an Non-Point Source (NPS) Pollution Control authorization shall be required for all development, re-development, or other construction that causes, may cause, or has the potential to cause the discharge of stormwater, NPS pollution, or other pollutant listed in section 98-101 into or adjacent to the stormwater drainage system or water in the state. No landowner or land user subject to this chapter may commence or conduct construction or development within the City and in its ETJ without first obtaining an NPS Pollution Control authorization from the City. At the time the landowner or land user controlling or using the site and desiring to undertake construction or development subject to this chapter, the landowner or land user shall pay all applicable fees required by this chapter and provide the required information for an NPS Pollution Control authorization with the landowner's or land user's site plan or construction or development plat. By submitting a site plan or plat, the applicant is authorizing City to enter the site to obtain information required to review and provide approval for the NPS Pollution Control measures.
 - b. Except as otherwise provided by this chapter, all development, re-development, or other construction that is required to obtain an authorization by ordinance or an NPS Pollution Control authorization

shall ensure all the required NPS Pollution Controls and BMPs comply with the performance standards prescribed in section 98-111.

(2) Activities Authorized by Ordinance

- a. Except as provided by subsections c. and d. of this section and if the development is not exempt under Section 98-105, the following list of projects are eligible for authorization by ordinance:
 - (i) 1 Acre or Less of Impervious Cover with 5 acres or Less of Disturbance of Land: Developments or redevelopments with one (1) acre or less of impervious cover with five (5) acres or less of disturbance of land.
 - (ii) 20 Percent or Less of Overall Impervious: Cover for the Site: Developments or redevelopments with twenty (20) percent or less of overall impervious cover for the site.
- b. Requirements for Projects Authorized by Ordinance. To qualify for an authorization by ordinance, the projects listed in subsection (2)a. of this section shall comply with the following:
 - (i) Submit a written notice to the City at the same time the request is made for a construction or development plat, or site plan approval, or if no plat or site plan is required, fourteen (14) business days before the commencement of construction that contains the following information:
 - (a) name of the landowner;
 - (b) location of address of the property;
 - (c) name of development, if applicable;
 - (d) contact information for owner, engineer, and contractor (as applicable);
 - (e) type of project or development;
 - (f) basis for exemption from permit requirements;
 - (g) amount of impervious cover expected as a result of the project;
 - (h) certification of compliance with the non-point source pollution control requirements, as set forth in this chapter and NPS Technical Manual;

- (i) dated signature of owner's or owners' authorized representative;
 - (ii) Comply with all applicable TPDES and EPA stormwater requirements.
 - (iii) Submit to the City all documents submitted to the TCEQ or EPA.
 - (iv) Comply with guidelines and best management practices set forth in the NPS Technical Manual for controlling erosion, sedimentation and non-point source pollution in a manner and to a level consistent with this Chapter and the NPS Technical Manual.
 - (v) For developments or redevelopments for which the construction of a permanent BMP, other than vegetative filter strips and infiltration trenches, is required, submit a maintenance plan to the City at least fourteen (14) days prior to the commencement of construction of the permanent BMP.
- c. Projects listed in section 98-106(2) shall comply with all other applicable chapters in the Code, or other applicable ordinances adopted by the City from time to time.
- d. If the City, after receipt of the notice required by b. of this subsection, determines that the project as proposed will not meet the performance standards described in Section 98-111 of this Code and will cause the water quality to degrade, the City may require the landowner or land user to obtain an individual NPS Pollution Control authorization or an Operating Permit.

(3) Processing of NPS Pollution Control authorizations

- a. Submittals. Landowners and land users who must obtain NPS Pollution Control authorization shall submit the required information in accordance with this chapter and the NPS Technical Manual.
- b. Review of NPS Pollution Control Information.
 - (i) Construction and Development Plats. If a person is required to obtain a construction or development plat, the person shall submit the information required for an NPS Pollution Control authorization along with, and at the same time the construction or development plat is submitted to the City in accordance with Appendix B of the City's Code of Ordinances. The City shall

review the NPS Pollution Control information in conjunction with the review of applications for construction or development plats.

- (ii) Site Plan Reviews. If a person is not required to obtain a construction or development plat but is required to obtain site plan approval under Chapter 98 of this Code, the person shall submit the information required for an NPS Pollution Control authorization along with and at the same time the site plan application is submitted to the City in accordance with Appendix B of the City's Code of Ordinances. The City shall review the NPS Pollution Control information in conjunction with the review of applications for site plans.
- (iii) NPS Site Plan Reviews: If no construction or development plat is required and if no site plan is otherwise required but the person is required by this Chapter to obtain NPS Pollution Control authorization, the person shall submit the information required for an NPS Pollution Control authorization in the form of an NPS Site Plan. The NPS Site Plan shall be submitted for the total area of the site. The NPS Site Plan shall include:
 - (a) Name and address of the owner and applicant.
 - (b) Address and legal description of the property.
 - (c) If the applicant is not the legal owner of the property, a statement that the applicant is the authorized agent of the owner.
 - (d) A brief description of the proposed use.
 - (e) A site plan, drawn to scale and sufficiently dimensioned as required, showing the following:
 - 1. The date, scale, North arrow, title, name of owner and name of person preparing the site plan.
 - 2. The location and dimensions of boundary lines, easements and required yards and setbacks.
 - 3. A scale drawing of location and intended use of proposed and existing site improvements and proposed and existing impervious cover, including parking and loading areas, pedestrian and vehicular access, landscaped areas, and utility or services

areas.

4. A scale drawing of location and description of all water quality control and erosion control BMPs as required by this Chapter and the NPS Technical Manual.
5. A site inventory analysis including a scale drawing showing major existing vegetation, natural watercourses, creeks or bodies of water and an analysis of planned changes in such natural features as a result of the development. This shall include a delineation of any flood prone areas.
6. For sites with an average slope greater than ten (10) percent, a plan showing existing and proposed topography and grading and proposed erosion control measures.
7. Any other information that may be necessary to review the application for compliance with this Chapter and the NPS Technical Manual.

(f) Any applicable fee established by the city council.

(g) If the site plan does not include the required information, the City may request additional information or return the application as incomplete.

c. Approval Process and Procedures:

- (i) Approvals in Conjunction with Construction and Development Plats and Site Plans: For NPS Pollution Control applications submitted in conjunction with a construction or development plat or a site plan required by Appendix B of this Code, approval of the NPS Pollution Control measures shall occur at the same time and in conjunction with plat and site plan approvals.
- (ii) Approvals of NPS Site Plans: The procedure for approval of an NPS Site Plan and NPS Pollution Control measures is as follows:
 - (a) Recommendations of planning commission. Not more than thirty (30) days after filing of a completed application, the planning and zoning commission shall prepare a report to

the city council recommending approval, approval subject to modifications or disapproval of the NPS site plan. The planning and zoning commission may seek recommendation of city engineer as required. A copy of the report shall be furnished to the applicant. Within ten (10) days after an application is filed with the City, the City will determine if the application is complete. If the application is not complete, the City may return to the applicant the incomplete application or provide the applicant with additional time to submit the required information. The 30-day review period does not start until a completed application is filed.

- (b) Action by the city council. Within forty (40) days after recommendation from planning and zoning commission, the city council shall consider the application at a public meeting. Consideration may be continued at a subsequent meeting with the concurrence of the applicant. The council shall review the recommendations and act on the application. The council may approve a NPS site plan as submitted, may approve a NPS site plan subject to specific modifications or may disapprove the NPS site plan. The council shall notify the applicant of its action.
- (c) Review and evaluation criteria. Planning and zoning commission and the city council shall review and evaluate NPS site plans to ensure conformance with applicable regulations and standards established by the Chapter and the NPS Technical Manual.
- (d) Modification of site plan. The city council may require modification of an NPS site plan as a prerequisite for approval to ensure compliance with this Chapter and the NPS Technical Manual.
- (c) Lapse of approval.
 - 1. Unless a longer time shall be specifically established as a condition of approval, an NPS site plan approval shall lapse and shall become void one (1) year after the date on which such approval became effective, unless prior to the expiration of one (1) year construction is commenced and

diligently pursued toward.

2. An NPS site plan approval subject to lapse may be extended for an additional period of ninety (90) days, provided that prior to the expiration date, a written request for extension is filed with city.

- (f) New applications. Following the denial or revocation of an NPS site plan review application, no application for an NPS site plan review for the same or substantially the same site plan on the same or substantially the same site shall be filed within sixty (60) days from the date of denial or revocation. Any such application filed will be returned to the applicant as an incomplete application.
- d. Fees. The fees and charges required to process NPS Pollution Control authorizations shall be as shown in this Code.
- e. Fiscal Security. Proof of fiscal security shall be provided with the NPS Pollution Control authorization. Fiscal security shall be provided in accordance with the requirements in Section 98-125.
- f. Conditions. In addition to site specific conditions that may be required to comply with the technical standards set forth in the NPS Technical Manual, all permits or NPS Pollution Control authorizations shall require the permittee to:
 - (i) Notify the City within forty-eight (48) hours before commencing any development;
 - (ii) Obtain a permit or authorization amendment from City prior to modifying the approved NPS pollution controls and BMPs; however, no permit or authorization amendment is required for minor field adjustments of temporary erosion controls;
 - (iii) Install all NPS pollution controls and BMPs as identified in the approved permit or authorization and ensure those NPS pollution controls and BMPs comply with the applicable performance standards prescribed in section 98-116 or other standard for which a variance has been granted;
 - (iv) Comply with the requirements of this chapter regarding

maintenance plans;

- (v) Repair any siltation or erosion damage resulting from development;
- (vi) Inspect all temporary erosion and sedimentation controls after each rain of one-half inch (0.5") or more, and at least once each week, and make needed repairs;
- (vii) Allow the City to enter the site for the purpose of inspecting compliance with the permit or authorization, or for performing any work necessary to bring the site into compliance with the permit or authorization;
- (viii) Designate a location on the site for the posting of notices;
- (ix) Keep a copy of the permit or authorization and all development plans on the site or with the permittee's designated representative;
- (x) Upon completion of development, the permittee's registered professional engineer shall certify in writing to the City that the NPS pollution controls and BMPs were constructed and maintained in accordance with the permit or authorization conditions and this chapter;
- (xi) Promptly notify the City in writing of any change in the name, address, or telephone number of the permittee;
- (xii) Assign the NPS Pollution Control authorization and all rights and obligations associated therewith to the land owner, operator, Property Owners' Association or other entity as applicable, upon completion of construction of the development if the permit or authorization is not already in the name of the entity responsible for the BMPs.
- (xiii) Pay all fees associated with the approval of the NPS Pollution Control measures at the time of submittal;
- (xiv) Perform all activities in accordance with the federal, state or local laws or ordinances;
- (xv) Indemnify and hold the City and its authorized agents and its authorized consultants harmless from any and all claims, demands, damages, actions, costs and charges to which the City

may become subject and which the City may have to pay by reason of injury to any person or property, or loss of life, or loss of property, resulting from, or in any way connected with the permittee's actions under this NPS Pollution Control authorization.

- (xvi) No work is authorized that is not directly addressed in the permit application submitted to the City.
 - (xvii) Nothing in the permit is intended to amend or alter any legal rights or benefits previously granted to or vested in the City.
 - (xviii) Any terms and conditions reached between the City and the applicant.
- g. Approval of authorization. The City will issue a NPS Pollution Control authorization upon the applicant's submission of a complete permit application, payment of the application fee, the City's approval of the NPS Pollution Control measure, and approval of the plat or site plan, as applicable.
 - h. Duration. Except as provided in Subsection (3) g. of this section or Sections 98-112 and 98-128 of this Chapter, NPS Pollution Control authorization shall be valid for the life of the site development permit or the building permit for the development.
 - i. Termination for Nonuse. An NPS Pollution Control authorization will be terminated by the City should the building permit or the site development permit be terminated. Commencement of development means clearing the site and performing initial or rough grading of the improvements. If the City terminates a permit for nonuse and the fiscal security is still in effect, the City may call on the permittee's security in order to provide permanent stabilization of the site.
- (4) Enforcement. Failure to comply with the provisions of an NPS Pollution Control authorization is a violation of this Code.

Sec. 98-107 Operating Permit

- (1) General Requirements. Except for projects listed and authorized under section 98-106(2) of this Code, the owners or operators of all new water quality controls for residential and non-residential development must obtain an Operating Permit. The application for the Operating Permit shall be filed concurrently with the application for the NPS Pollution Control authorization. The owner or operator is responsible for the proper operation and maintenance of the control and for Operating Permit renewal. The first

Operating Permit will be issued by the City upon:

- a. The completion of construction, if applicable;
 - b. Inspection of the control by the City after review of the maintenance plan accompanying the design engineer's concurrence letter of the completion of construction;
 - c. Final inspection approval by the City;
 - d. The issuance of a certificate of compliance or a certificate of occupancy by the City, if applicable; and
 - e. Payment of any required fees.
- (2) Operating Permit Procedures. All water quality controls shall be maintained in accordance with this chapter, the permit, and the NPS Technical Manual, and in accordance with section 98-124 of this Code, each permitted control will be inspected from time to time by the City to confirm that proper maintenance, as described in the maintenance plan, has occurred prior to renewal of the permit. An Operating Permit shall be required for developed sites with existing water quality control only when new development or re-development occurs.
- (3) Operating Permit Information Requirements. The permit application shall include the following components and must be submitted to the City with the site plan for new construction, or not later than thirty (30) calendar days prior to the renewal date shown on an existing permit:
- a. Name and address of the development;
 - b. Name, title and business phone number of the owner or operator;
 - c. Single point of contact name, phone number, and fax number;
 - d. Mailing address of the owner or operator;
 - e. Site plan number on file with the City for the control;
 - f. Previous Operating Permit;
 - g. Signature block for City approval;
 - h. Special conditions required by restrictive covenant, or by agreement at a condition of City approval;

- i. Maintenance records and date of last maintenance;
- j. Name of Contractor who performed the required maintenance;
- k. Results of required maintenance, including actions take, materials removal, disposal location, components replaced;
- l. Evidence of fiscal security, if applicable;
- m. Types of BMPs being used.

(4) Permit Duration. Any Operating Permit issued by the City shall be issued for a period of five (5) years.

(5) Operating Permit Renewal

- a. It is the responsibility of the permittee to apply to the City for renewal of the permit no later than thirty (30) calendar days before the existing permit expires. The application must be accompanied by payment of the appropriate renewal fee, updated information concerning ownership or facility operation and enforcement status. Upon receipt of all information and fees, including a favorable inspection and maintenance report, the City will renew the permit for a period of five (5) years.
- b. Any repair work or modifications of a control not specified in the maintenance plan shall require the permittee's engineer's concurrence letter, prior to renewal of the permit.
- c. Permit renewal will be withheld if there is pending enforcement action against the permittee based on any violations of water quality regulations at the site.

(6) Permit Transfer. The transfer of the Operating Permit shall require the completion of a new permit application, and must be submitted not later than thirty (30) calendar days after transfer of ownership or operation of the control.

(7) Enforcement. Failure to comply with the provisions of the Operating Permit is a violation of this Code.

Sec. 98-108 Required Plans

All plans required by the NPS Technical Manual shall be submitted for review and approval along with the required information necessary for authorization of any NPS Pollution Control measures. Any required plans shall be incorporated into any permits or authorizations issued by the City.

Sec. 98-109 Maintenance Requirements

- (1) Maintenance Required. All water quality control measures and their appurtenances shall be maintained by the permittee or subsequent landowner(s) or land user(s) pursuant to an approved maintenance plan. The City may require the permittee and subsequent landowner(s) or land users to post fiscal security in a manner described in section 98-125 for the purpose of maintaining all water quality controls required by this chapter. Landowners and land users outside the City limits and not within a utility district may elect to form a Maintenance Association (MA) in accordance with this section prior to the issuance of an Operating Permit. All MAs must post fiscal security or create a maintenance fund for the purpose of maintaining all water quality controls required by this chapter. The duties and responsibilities of an MA may be performed by a Homeowners' Association, Property Owners' Association, or like entity if it meets the requirements of this section of this chapter. The maintenance of all BMPs shall be in accordance with the NPS Pollution Control authorization or Operating Permit and the approved maintenance plan.
- (2) Requirements for MA's. The applicant must submit to the City the approved articles of association for the MA, as well as a map showing the boundaries of its jurisdiction. The MA must have the following general powers which are reflected in the articles of association:
 - a. Own and convey property;
 - b. Operate and maintain common property, specifically the water quality controls;
 - c. Establish rules and regulations;
 - d. Assess member maintenance fees and enforce said assessments;
 - e. Sue and be sued;
 - f. Contract for services to provide operation and maintenance;
 - g. If the MA is a homeowners' association, it must have as members all the homeowners, lot owners, property owners, or unit owners;
 - h. The MA shall exist in perpetuity; however, if the MA is dissolved or annexed into the City or a utility district, the articles of association must provide that the property consisting of the water quality controls shall be conveyed to the City or a utility district; and
 - i. It shall be clearly stated in the chapters of association of the MA that:

- (i) It is the responsibility of the MA to operate and maintain the water quality controls;
 - (ii) The water quality controls are owned by the MA or described therein as common property;
 - (iii) There is a method of assessing and collecting the assessment for operation and maintenance of the water quality controls; and
 - (iv) Any amendment that would affect the water quality controls must be approved by the City.
- (3) Phased Projects. If an MA is proposed for a project which will be developed in phases and subsequent phases will utilize the water quality controls, the MA must have the ability to accept future phases into the MA.

Sec. 98-110 Texas Pollutant Discharge Elimination System (TPDES) Notice of Intent and Stormwater Pollution Prevention Plan

Any owner or operator who intends to obtain coverage as an owner or operator for stormwater discharges from a construction site under the TPDES General Permit for Stormwater Discharges From Construction Sites shall submit a signed copy of its Notice of Intent (NOI) and the Stormwater Pollution Prevention Plan (SWPPP) to the city engineer at least fourteen (14) days prior to the commencement of construction. The owner or operator shall make the SWPPP and any modifications thereto available to the City upon request.

Sec. 98-111 NPS Pollution Control and BMP Performance Standards and Design Requirements

- (1) All development and redevelopment required is to obtain an authorization by ordinance or an NPS Pollution Control authorization under Section 98-111(2) or (3) shall utilize NPS pollution controls and BMPs to treat stormwater runoff. All NPS pollution controls and BMPs required by this chapter shall be designed in accordance with the NPS Technical Manual and by a Professional Engineer. All NPS pollution controls and BMPs shall meet the performance standards and design requirements prescribed by this section.
- (2) Water Quality Volume: All NPS pollution controls and BMPs shall be designed and sized based on water quality volume calculated using the methods prescribed in the NPS Technical Manual. The minimum volume of stormwater runoff for water quality control shall be based on the 1-Year, 3-Hour Storm Event for the contributing on-site drainage area.

- (3) Sites in excess of ten (10) acres: The BMPs for sites of ten (10) or more acres shall be designed to achieve an annual removal rate of 70% or more for the increase of Total Suspended Solids (TSS) and increase in Total Phosphorus (TP) resulting from the development or redevelopment. Primary and secondary treatment methods may be used to achieve these removal rates.
- (4) Overland Flow Controls
- a. To the maximum extent practical, all roof runoff from non-residential buildings shall have down spouts disconnected from the site stormwater drainage system.
 - b. To the maximum extent practical, all stormwater drainage shall be treated using overland flow methods to a vegetated buffer. The vegetated buffer shall be designed in accordance with the NPS Technical Manual.
 - c. Drainage patterns shall be designed to the maximum extent practical to prevent erosion, maintain and recharge of local seeps and springs, and attenuate the harm of contaminants collected and transported by stormwater. Overland sheet flow and natural drainage features and patterns shall be maintained to the maximum extent practical, depending on volumes and velocities of runoff for the development, as opposed to concentrating flows in storm sewers and drainage ditches.
 - d. Construction of enclosed storm sewers and impervious channel linings are permitted only when the city, on the basis of competent engineering evidence from the applicant, concludes that such storm sewers or impervious linings are protective of water quality.
 - e. If storm sewers are deemed necessary as specified above, the applicant shall design the stormwater drainage system to mitigate its impact on water quality by using structural devices or other methods to prevent erosion and dissipate discharges from outlets wherever practicable, and by directing discharges to maximize overland flow through buffer zones or grass lined swales.
 - f. Overland flow facilities for the stormwater drainage system shall be designed in accordance with the criteria of the Drainage Criteria Technical Manual.
- (5) Infiltration: To the maximum extent practical, water quality controls shall be designed to restore the infiltration capacity of pre-development conditions.

Infiltration BMPs shall be designed in accordance with the NPS Technical Manual.

(6) Steep Slopes

- a. Erosion control and water quality control BMPs shall be designed in accordance with the NPS Technical Manual.
- b. A cut or fill with a finished gradient steeper than thirty-three percent (33%) shall be stabilized in accordance with the NPS Technical Manual.

(7) Vegetation

- a. To the maximum extent practical, landscape shall be preserved in its natural state and shall comply with the requirements of the zoning ordinance of the city.
- b. To the maximum extent practical, xeriscape and low maintenance vegetation shall be included in all non-residential development and shall be provided in accordance with the NPS Technical Manual.
- c. To the maximum extent practical, the use of herbicides, pesticides and fertilizers shall be minimized.
- d. If pesticides and fertilizers will be used, a pesticide and fertilizer management plan shall be submitted providing information regarding proper use, storage, and disposal of pesticides and fertilizers. The plan shall indicate likely pesticides and fertilizers to be used. The plan shall include two lists of pesticides and fertilizers: (1) those which, due to their chemical characteristics, potentially contribute significantly to water quality degradation; (2) those which, due to the chemical characteristics, potentially would result in minimal water quality degradation.
- e. An Integrated Pest Management (IPM) Plan shall be submitted in accordance with the NPS Technical Manual.
- f. Vegetative BMPs, such as vegetative filter strips, shall be designed in accordance with the NPS Technical Manual.

(8) Water Quality Controls (WQC)

- a. Water quality controls (WQC) are required for residential and non-residential developments and re-developments. Water quality controls shall be sized for the on-site contributing drainage area that contains development if the new development or re-development

contains impervious cover.

- b. The volume of runoff (water quality volume) to be captured, isolated, and treated by each WQC shall be as required in subsection (2) of this section. Each WQC shall be sized for the contributing on-site drainage area only to that WQC.
- c. Vegetated filter strips shall be used to the maximum extent practicable for the treatment of stormwater runoff.
- d. Developed areas requiring treatment shall include the on-site contributing drainage area with:
 - (i) areas of impervious cover;
 - (ii) lawns using pesticides, herbicides or fertilizers;
 - (iii) landscaping using pesticides, herbicides or fertilizers;
 - (iv) gardens using pesticides, herbicides or fertilizers;
 - (v) golf courses and play fields using pesticides, herbicides or fertilizers;
 - (vi) areas of on-site spray irrigation with wastewater effluent.
- e. The following areas shall not require water quality treatment:
 - (i) The full area of existing natural areas or restored natural areas which are restricted from development and pesticides, herbicide, or fertilizer application through a plat note or restrictive covenant and the runoff from which is routed around the WQC. The runoff from natural areas which blend with the runoff from the developed areas shall be included in the water quality volume calculations.
 - (ii) The full area of the WQC structure.
 - (iii) Swimming pools which do not discharge its filter backwash into the stormwater drainage system or water in the state.
 - (iv) Impervious surface areas used for stormwater collection and on-site irrigation.
 - (v) The full area of off-site drainage areas.

- f. Removal efficiencies for WQC's shall be as established in the NPS Technical Manual.
- g. The design of WQC's shall be in accordance with the NPS Technical Manual.

(9) Erosion Control Requirements

- a. All temporary and permanent erosion and sedimentation control BMPs shall comply with the NPS Technical Manual.
- b. Peak Runoff Rate: The peak runoff rate for the 1-Year, 3-Hour Storm Event under developed conditions shall not exceed the peak runoff rate for the 1- Year, 3-Hour Storm Event under pre-development conditions, unless otherwise noted in the NPS Technical Manual. Peak runoff rate calculations shall comply with the criteria given in the NPS Technical Manual and the Drainage Criteria Manual.
- c. The site for which temporary or permanent erosion and sediment control BMPs may be required include any off-site burrow, spoil, and staging areas, as well as any other land disturbed related to the project.

(10) Isolation of Roof Runoff and Irrigation: If roof runoff is isolated from the site stormwater collection system and is used for irrigation, the system shall comply with the following requirements:

- a. The system shall comply with the pollutant removal requirements of subsection (2) of this section;
- b. No reduction in the water quality volume will be allowed as a result of choosing this method of pollution reduction;
- c. Roof runoff shall be collected and routed to a separate storage area distinct from that which collects and treats other stormwater runoff;
- d. The roof runoff system shall provide for the collection of no less than the required water quality volume. Harvesting and storage of additional runoff in excess of the minimum required water quality volume for on-site irrigation is allowable;
- e. Roof runoff in excess of the minimum required water quality volume may be routed to detention facilities or discharged to a water quality control;
- f. The system shall be designed to accept the water quality volume within seventy-two (72) hours after the end of the rainfall event and to detain and treat the water quality volume in accordance with the water

quality control requirements of this chapter. For the purpose of this requirement, individual storm events shall be separated by seventy-two (72) hours with no more than a trace of rainfall; and

g. The collected water may be used to irrigate landscaped or natural areas on the site. Irrigation systems shall be designed in accordance with standard irrigation practices considering such factors as soil type slope, and vegetation and must be approved by the city.

Sec. 98-112 Water Quality Buffer Zones

(1) Water quality buffer zones (WQBZ) of 15 feet are required along natural creeks and swales with overall contributing drainage areas of 25 acres or more within the corporate limits and ETJ of the City. A WQBZ of 85 feet is established around all critical environmental features inside the corporate limits and ETJ of the City.

(2) All development activities, including temporary construction activities and landscaping activities, shall be restricted from the WQBZ, except the following development activities may be allowed if approved by the city:

- a. Roadway and driveway crossings (as close to perpendicular as practical);
- b. Hike and bike trails in accordance with the Comprehensive Plan;
- c. Maintenance and restoration of natural vegetation;
- d. Water quality control monitoring devices;
- e. Removal of trash, debris, pollutants;
- f. Utilities, as subject to the restrictions of subsection (3) of this section;
- g. Fences that do not obstruct flood flows;
- h. Public and private parks and open space, with development in the parks and open space limited to hiking, jogging, or walking trails, and excludes stables and corrals for animals;
- i. Private drives to allow access to property not otherwise accessible;
- j. Structural WQC's (only when unavoidable as deemed by the City).

(3) All utilities, other than wastewater utilities, shall be located outside the WQBZ except for crossings. Wastewater lift stations shall be located outside the WQBZ. On-site wastewater disposal system shall be located outside the WQBZ. Wastewater trunk lines and lateral lines shall be located outside the WQBZ to the maximum extent practical except for crossings. All wastewater trunk lines located in the WQBZ shall meet design standards and construction specifications of testing to a zero (0) leakage allowable.

(4) All water quality control discharges and stormwater discharges onto a WQBZ shall have diffused sheet flow.

ARTICLE 5: ADMINISTRATIVE PROVISIONS

Sec. 98-113 Charges and Fees

(1) The City hereby adopts reasonable fees for reimbursement of costs of implementing its non-point source pollution prevention management program and the cost of implementing this chapter, which costs may include, but not be limited to, the following:

- a. Fees for monitoring, inspections, and surveillance including the cost of collecting and analyzing discharges and reviewing monitoring reports submitted by dischargers;
- b. Fees for spill and release reports and responding to spills and releases of oil, hazardous and extremely hazardous substances, and other pollutants;
- c. Application and review fees for permits;
- d. Application and review fees for submittals associated with the concept plan, preliminary plat, site plan, construction drawings for public improvements, and final plats;
- e. Re-application and re-review fees;
- f. Inspection fees;
- g. General consultation fee with the applicant and with the City concerning the applicant's development; and
- h. Other fees as the City may deem necessary to carry out the requirements contained in this chapter. These fees relate solely to the matters covered by this chapter and are separate from all other fees, fines, and penalties chargeable by the City.

(2) Fees and charges shall be as follows:

	Exempt Projects See Sec. 98-105	Activities Authorized by Ordinance See Sec. 98-106(2)	NPS Pollution Control Authorizations See Sec. 98-106(3)
Individual Single-family residence	No fee		
All other exempt projects	\$250		
NPS Review of non-exempt projects including preliminary plats, final plats, site development plans and utility projects		\$250 administrative processing fee + City Engineer review fee (Minimum \$200)	\$250 administrative processing fee + City Engineer review fee (Minimum \$200)
2 nd & each subsequent resubmittal any plans undergoing City of Burnet NPS review		\$250 administrative processing fee + City Engineer review fee (Minimum \$200)	\$250 administrative processing fee + City Engineer review fee (Minimum \$200)
5-year BMP Operating Permit		\$1,500	\$1,500

Sec. 98-114 *Variances*

(1) General. Where the Planning and Zoning Commission recommends, and the city council finds, that undue hardships will result from strict compliance with a certain provision(s) of this chapter, or where the purposes of these regulations may be served to a greater extent by an alternative proposal, it may approve a variance from portions of these regulations so that substantial justice may be done and the public interest is secured, provided that the variance shall not have the effect of nullifying the intent and the purpose of these regulations, and further provided that the city council shall not approve a variance unless it shall make finding based upon the evidence presented to it in each specific case that:

- a. Granting the variance will not be detrimental to the public safety, health or welfare, and will not be injurious to other property or to the owners of other property, and the variance will not prevent the orderly development or use of other property in the vicinity;
- b. The conditions upon which the request for a variance is based are unique to the property for which the variance is sought, and are not applicable generally to other property;
- c. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship to the property owner would result, as distinguished from a mere inconvenience, if the strict letter of these regulations is carried out;
- d. The variance will not in any manner vary the provisions of the zoning, land use, or subdivision ordinances, or the comprehensive plan or any other adopted plans or ordinances of the City.
- e. An alternate design will generally achieve the same result or intent as the standards and regulations prescribed herein.

Such findings of the city council, together with the specific facts upon which such findings are based, shall be incorporated into the official minutes of the city council at which a variance is considered. A variance from any provision of this chapter may be granted only when in harmony with the general purpose and intent of this chapter so that the public health, safety and welfare may be secured and substantial justice done. Pecuniary hardship to the property owner or developer, standing alone, shall not be deemed to constitute undue hardship.

(2) Conditions. In approving a variance, the city council may require such conditions as will, in its judgments, secure substantially the purpose described in Section 98-93.

(3) Procedures:

- a. A petition for a variance shall be submitted in writing by the applicant before the required application or submittal is submitted for the consideration of the City's planning and zoning commission (commission). The petition shall fully state the grounds for the application, and all of the facts relied upon by the petitioner.

b. Where a hardship is identified pursuant to this chapter which requires issuance of a variance from a provision in this chapter, the commission may recommend a conditional variance from the provision in this chapter in conjunction with approval by the city council. A conditional variance from this chapter shall receive final approval provided that no new information or reasonable alternative plan exists which, at the determination of the city council, voids the need for a variance. All variances shall have final approval or disapproval by the city council. Any variance recommended for denial by the Planning and Zoning Commission shall require a three-fourths (3/4) majority for approval by the City Council.

Sec. 98-115

Release Reporting and Cleanup

(1) The person in charge of any facility, vehicle, or other source of any spilling, leaking, pumping, pouring, emitting, emptying, discharging, escaping, leaching, dumping, disposing, or any other release of any of the following quantities of any of the following substances that may flow, leach, enter, or otherwise be introduced into or adjacent to the stormwater drainage system or water in the state, shall immediately telephone and notify the City concerning the incident:

- a. An amount equal to or in excess of a reportable quantity of any hazardous substance, as established under 40 CFR Part 302;
- b. An amount equal to or in excess of a reportable quantity of any extremely hazardous substance, as established under 40 CFR Part 355;
- c. An amount of oil that leaves a film or sheen upon or discoloration of the surface of the water or an adjoining shoreline, or causes a sludge or emulsion to be deposited beneath the surface of the water or upon an adjoining shoreline; or
- d. Any harmful quantity of any pollutant.

(2) The immediate notification required by this chapter shall include the following information:

- a. The identity or chemical name of the substance released, and whether the substance is an extremely hazardous substance;
- b. The exact location of the release, including any known name of the waters involved or threatened and any other environmental media affected;
- c. The time and duration (thus far) of the release;

- d. An estimate of the quantity and concentration (if known) of the substance released;
- e. The source of the release;
- f. Any known or anticipated health risks associated with the release and, where appropriate, advice regarding medical attention that may be necessary for exposed individuals (Material Safety Data Sheet reports);
- g. Any precautions that should be taken as a result of the release;
- h. Any steps that have been taken to contain and clean up the released material and minimize its impacts; and
- i. The names and telephone numbers of the person or persons to be contacted for further information.

(3) Within fifteen (15) days following such release, the responsible person in charge of the facility, vehicle, or other source of the release shall, unless waived by the city council, submit a written report containing each of the items of information specified above in this chapter, as well as the following additional information:

- a. The ultimate duration, concentration, and quantity of the release;
- b. All actions taken to respond to, contain, and clean up the released substances, and all precautions taken to minimize the impacts;
- c. Any known or anticipated acute or chronic health risks associated with the release;
- d. Where appropriate, advice regarding medical attention necessary for exposed individuals;
- e. The identity of any governmental/private sector representatives responding to the release; and
- f. The measures taken or to be taken by the responsible person(s) to prevent similar future occurrences.

(4) The notifications required by this chapter shall not relieve the responsible person of any expense, loss, damage, or other liability which may be incurred as a result of the release, including any liability for damage to the City, to natural resources, or to any other person or property; nor shall such notification relieve the responsible person of any fine, penalty, or other liability which may be imposed pursuant to this chapter or to state or federal law.

(5) Any person responsible for any release as described in this chapter shall comply with all state, federal, and any other local law requiring reporting, cleanup, containment, and any other appropriate remedial action in response to the release.

(6) Any person responsible for a release described in this chapter shall reimburse the City for any cost incurred by the City in responding to the release.

Sec. 98-116 Access for Maintenance and Monitoring

To provide necessary access for maintenance and monitoring, water quality controls must be contained within a water quality easement or restricted, platted lot. The easement documents shall note that water quality restrictions exist on the property or easement and that any alternative use or alteration must be approved by the City. Also, an access easement with suitable means of ingress and egress for construction equipment shall be provided to access the designated water quality easement.

Sec. 98-117 *Compliance Monitoring - Right of Entry and Inspection*

(1) Right of Entry During Construction. Any owner who has filed a notice under Section 28-53(2), an NPS Pollution Control authorization or Operating Permit application or has received an NPS Pollution Control authorization or Operating Permit under this chapter shall allow entry by the City on the site for the purposes of inspection and monitoring. Employees and agents of the city manager are entitled to enter any public or private property at any reasonable time for the purpose of inspecting and investigating conditions related to water quality and administration of this chapter. They shall notify the owner or his designated agent prior to entering the site for inspection purposes.

a. Predevelopment Inspection. After the issuance of any authorization or permit required under this Chapter, but before the installation of permanent erosion and sedimentation controls and before development commences, the applicant shall provide a written request to the City for an inspection of the temporary erosion controls and water quality controls. This predevelopment inspection will be attended by the city's designated representative who will determine whether the temporary erosion and sedimentation controls and water quality controls will be in compliance with the NPS Pollution Control authorization or Operating Permit. If the City does not conduct the predevelopment inspection within five (5) business days of receipt of the request for inspection, the applicant may proceed with development.

b. Inspections During Development. During development, the City will inspect the site to ensure that temporary and permanent erosion

controls are being maintained and that the permanent NPS pollution controls and BMPs are being constructed in accordance with the requirements of this chapter.

c. Final Inspection. Upon completion of development, the City will conduct a final inspection of the NPS pollution controls and BMPs used. This final development inspection must be attended by the permittee, the city's designated representative, the design engineer, contractor, and field engineer. The city's representative will determine whether the NPS pollution controls are in compliance with the NPS Pollution Control authorization or Operating Permit.

d. Permittee shall confirm that water quality controls are constructed in conformance with the approved design by providing a concurrence letter certified by the permittee's design engineer.

e. The permittee's fiscal security for construction of temporary and permanent NPS pollution controls and BMPs will be released in accordance with Section 98-125.

(2) Right of Entry and Periodic Inspection of Completed Projects.

a. The City shall have the right to enter the premises of any site discharging stormwater to the stormwater drainage system, to water quality controls, or to water in the state to determine if the permittee or discharger is complying with all requirements of this chapter, and with any state or federal discharge permit, limitation, or requirement. Permittees or Dischargers shall allow the City ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and for the performance of any additional duties. Permittees or Dischargers shall make available to the City, upon request, any SWPPPs, operating permits, site development permits, construction permits, modifications, thereto, self-inspection reports, monitoring records, compliance evaluations, NOI's, and any other records, reports, and other documents related to compliance with this chapter and with any state or federal discharge permit.

(i) Where the owner has security measures in force which require proper identification and clearance before entry into its premises, the permittee or discharger shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the City will be permitted to enter without delay for the purposes of performing his/her responsibilities.

(ii) The City may require any owner whose property discharges into or adjacent to the stormwater drainage system or water in the

state or any permittee to conduct specified sampling, testing, analysis, and other monitoring of its stormwater discharges, and may specify the frequency and parameters of any such required monitoring.

(iii) The City may require the owner or permittee to install monitoring equipment as necessary at the discharger's expense. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the permittee or discharger at its own expense. All devices used to measure stormwater flow and quality shall be calibrated to ensure their accuracy.

(iv) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the permittee or discharger at the written or verbal request of the City and shall not be replaced. The costs of clearing such access shall be borne by the owner.

(v) Unreasonable delaying or denying access by the City to the permittee's discharger's premises shall be a violation of this chapter.

b. City will inspect facilities authorized under this Chapter from time to time to confirm that proper maintenance of the facilities and to ensure compliance with the authorization. City will inspect the facilities at least once every two years.

Sec. 98-118 Fiscal Security

(1) This section applies to owners and developers of all developments, re-developments, and other construction that are required to obtain NPS Pollution Control authorization, as described in Section 98-106(3), or an Operating Permit, as described in Section 98-107.

(2) Fiscal security shall be provided by the owner or developer for the construction of temporary erosion and sedimentation controls and for water quality controls, under the following considerations:

a. Fiscal security shall be provided if the development is single-family subdivision, or multi-family residential or non-residential development regardless if a plat is required; and

b. Fiscal security shall be provided for new construction of controls and for re-development modifications to existing controls; and

c. Fiscal security shall be provided if the application to construct or modify the controls under a site plan is submitted to the City after the development application is submitted to the City for the City's approval of the final plat.

(3) Fiscal security shall be provided to the City in order to obtain NPS Pollution Control authorization.

(4) The amount of the fiscal security shall be determined and certified by the developer's engineer's and shall be equal to the full construction cost of the temporary controls and 100 percent of the re-vegetation of the entire site of the proposed project.

(5) The City may require fiscal security for permanent erosion and sedimentation controls and for water quality controls in order to obtain an Operating Permit if the applicant has violated its NPS Control approval, or if the permanent controls are in close proximity to a critical environmental feature.

(6) Fiscal security for the controls shall be in the form of cash escrow or a cashier's check or money order in the specified amount. If authorized by the City, a performance bond or a letter of credit may be considered by the City, as security for the construction of the controls. The issuer of any surety bond and letter of credit shall be subject to the approval of the City.

a. Performance Bond. If the city manager authorizes the developer to post a performance bond as security for its promises contained in the improvement agreement, the performance bond shall comply with the following requirements:

(i) All performance bonds must be in the forms acceptable to the city manager and the city attorney; and

(ii) All performance bonds must be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and

(iii) All performance bonds must be signed by an agent accompanied by a certified copy of the authority to act; and

(iv) All performance bonds shall be obtained from surety or insurance companies that are duly licensed or authorized in the State of Texas to issue performance bonds for the limits and

coverage required.

If the surety on any performance bond furnished by the owner is declared to be bankrupt or becomes insolvent or its right to do business is terminated in the State of Texas or the surety ceases to meet the requirements to be listed in Circular 570, the owner shall within twenty (20) calendar days thereafter substitute another performance bond and surety, both of which must be acceptable to the City.

b. Letter of Credit. If the city manager authorizes the developer to post a letter of credit as security, the letter of credit shall:

- (i) Be irrevocable; and
- (ii) Be for a term sufficient to cover the completion, and warranty periods, but in no event less than two (2) years; and
- (iii) Required only that the City present the issuer with a sight draft and a certificate signed by an authorized representative of the City certifying to the City's right to draw funds under the letter of credit.

(7) Upon acceptance by the City of all required construction of the controls, the City will authorize a reduction in the security to ten percent (10%) of the original amount of the security if the property owner is not in violation of the permit requirements. The remaining security shall be security for the owner's covenant to maintain the required controls and to warrant that the improvements are free from defects for two (2) years thereafter.

Sec. 98-119 Supplemental Enforcement Action

(1) Performance Bonds. The City may, by written notice, order any owner or operator of a source of pollution discharge associated with construction or industrial activity to file a satisfactory bond, payable to the City, in a sum not to exceed a value determined by the City to be necessary to achieve consistent compliance with this chapter, any order issued hereunder, or any required BMP. The City may deny approval of any building permit, grading permit, subdivision plat, site development plan, or any other City permit or approval necessary to commence or continue construction or any industrial activity at the site, or to assume occupancy, until such a performance bond has been filed.

(2) Liability Insurance. The City may, by written notice, order any owner or operator of a source of stormwater discharge associated with construction or industrial activity to submit proof that it has obtained liability insurance, or other financial assurance, in an amount not to exceed a value determined

by the City, that is sufficient to remediate, restore, and abate any damage to the stormwater drainage system, the water in the state, or any other aspect of the environment that is caused by the discharge.

Sec. 98-119 Stop Orders

Whenever any work is being done contrary to the provisions of this chapter, the city manager may order the work stopped by notice in writing (referred to as a "Stop Work Order") served on any persons engaged in the doing or causing such work to be done. The stop work order shall be posted on the property adjacent to the activity in question, and any such person shall forthwith stop work until authorized by the building official to proceed with the work.

Sec. 98-120 Permit or Authorization Revocation

A violation of this chapter shall authorize the city manager to cancel any permit or authorization depending in whole or in part on any approval under this chapter. If a permit or authorization is canceled, no further work shall be done on the project made the subject of the permit or authorization until the violation has been cured and new submittals under this chapter, as required by the city manager, have been made and approved in accordance with the provisions of this chapter and a new permit or authorization has been issued. Permanent stabilization of the site shall immediately be required, and the City may fund the establishment of permanent stabilization through the fiscal security provided in accordance with this Chapter.

Sec. 98-121 Denial of Approvals and Permits

A violation of this chapter shall authorize the city manager to deny any other approvals or permits sought by the person violating this chapter under this Code.

Sec. 98-122 Penalties and Injunctive Relief

Any person violating this chapter, upon conviction, is punishable by a fine in accordance with the general penalty provision found in Section 1-9 of this Code. Any person violating this chapter is subject to suit for injunctive relief, civil penalties, as well as prosecution for criminal violations.

SECTION V. PROVIDING FOR A SAVINGS CLAUSE. The repeal of any ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the City under any section or provisions of any ordinances at the time of passage of this ordinance.

SECTION VI. SEVERABILITY CLAUSE. If any provision, section, sentence, clause or phrase of this ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or

unenforceable, the validity of the remaining portions of this ordinance or its application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council of the City of Marble Falls in adopting, and of the Mayor in approving this ordinance, that no portion thereof or provision or regulation contained herein shall be come inoperative or fail by reason of any unconstitutionality or invalidity of any portion, provision or regulation.

SECTION VII. REPEALER CLAUSE. The provisions of this ordinance shall be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein, provided, however, that all prior ordinances or parts of ordinances inconsistent or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent that such inconsistency is apparent. This ordinance shall not be construed to require or allow any act that is prohibited by any other ordinance.

SECTION VIII. EFFECTIVE DATE. This ordinance shall take effect immediately from and after its passage and publication as may be required by governing law.

SECTION IX. NOTICE AND MEETING CLAUSE. It is hereby officially found and determined that the meeting at which this Ordinance 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, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on First Reading this 8th day of November, 2016.

FINALLY PASSED AND APPROVED on this 13th day of December, 2016.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Kelly Dix, City Secretary



Electric Department

ITEM 4.6

Gene Courtney
Electric Department
Superintendent
(512)-756-2402
gcourtney@cityofburnet.com

Agenda Item Brief

Meeting Date:	November 8, 2016
Agenda Item:	Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS PROVIDING FOR THE PURCHASE OF GOODS AND SERVICES THROUGH THE TEXAS PUBLIC POWER ASSOCIATION BY THE CITY OF BURNET ELECTRIC DEPARTMENT: G. COURTNEY
Background:	State Law allows City Councils to adopt purchasing procedures that vary from State Bidding Laws.
Information:	Since the City of Burnet owns and operates its own Electric Distribution System the state allows the Council to adopt it's own purchasing process to better fulfill the needs of the department without going to bid.
Fiscal Impact:	None
Recommendation:	Approve and adopt Resolution No. R2016-18 as presented.

RESOLUTION NO. R2016-18

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS PROVIDING FOR THE PURCHASE OF GOODS AND SERVICES THROUGH THE TEXAS PUBLIC POWER ASSOCIATION BY THE CITY OF BURNET ELECTRIC DEPARTMENT.

Whereas, the City of Burnet, Texas (the "City") is a home rule municipality acting under its charter adopted by City Council and pursuant to Article XL, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and

Whereas, the City owns an electricity utility (the "Electric Department"); and

Whereas, in accordance with Texas Local Government Code §252.022(c), City Council, by resolution adopts this procurement policy for expenditures made by the Electric Department, and

Whereas, the Texas Public Power Association Hometown Connections is a cooperative program ("Cooperative") for the purpose of providing access to products and services from trusted entities to municipally owned electric divisions, and

Whereas, City Council finds that in order for the Electric Department to achieve best value when acquiring goods and services it is in the best interest of the City that the Electric Department be able to consider vendors registered with the Cooperative, and

Whereas, this resolution shall authorize the Electric Department to utilize the Cooperative as an alternative procurement procedure of such purchases.

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

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

Section 2. Proceedings. The City Council of the City of Burnet hereby resolves that the City of Burnet Electric Department shall have the authority to purchase goods and services by and through the Texas Public Power Association in the same manner as it would from other purchasing cooperatives as provided for in Section 271.102 of the Local Government Code.

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

PASSED AND APPROVED this the 8th day of November, 2016.

CITY OF BURNET, TEXAS

ATTEST:

Gary Wideman, Mayor

Kelly Dix, City Secretary

RESPONSE:

Acknowledged and agreed on behalf of the City of Burnet, Texas by:

Governance Signature: _____

Title: _____

Date: _____

Management Signature: _____

Title: _____

Date: _____



Electric Department

ITEM 4.7

Gene Courtney
Electric Department
Superintendent
(512)-756-2402
gcourtney@cityofburnet.com

Agenda Item Brief

Meeting Date:	November 08, 2016
Agenda Item:	Discuss and consider action: Approve and authorize the City Manager to execute a contract between the City of Burnet and ElectSolve for the purchase of a Meter Data Management system.
Background:	
Information:	The MDM system receives all data from the AMI system (Elster) and formats it in a way that city staff can use it. This system will improve billing and customer service operations.
Fiscal Impact:	\$120,000
Recommendation:	Staff recommends that Council authorize the City Manager to execute a contract with ElectSolve for the purchase of a Meter Data Management system.

THE STATE OF TEXAS
COUNTY OF BURNET
CITY OF BURNET

} PROFESSIONAL SERVICES AGREEMENT WITH
}
} ELECTSOLVE TECHNOLOGY SOLUTIONS
AND SERVICES, INC.

**I/T TECHNICAL SERVICES
AND SUPPORT CONTRACT**

This professional services agreement ("Agreement"), including all exhibits attached hereto and incorporated herein by reference (the "Agreement"), is entered into as of this ____ day of _____ 2016 (the "Effective Date"), by and between ElectSolve Technology Solutions and Services, Inc., a Louisiana corporation ("ElectSolve"), and The City of Burnet Texas ("The City"), (each a "Party" and, collectively, the "Parties").

WHEREAS, THE CITY desires to engage ElectSolve to provide I/T technical services and support for THE CITY's computer systems, applications and services and software development services, as described in Exhibit A ("I/T Services"); and

WHEREAS, ElectSolve desires to provide I/T Products and Services to THE CITY; and

WHEREAS, the Parties hereby agree as follows:

1. TERM, SERVICES AND PAYMENT

1.1 TERM. This Agreement shall be in effect for the longer of (i) a term of twelve (12) months from the Effective Date or (ii) until the completion of an agreed upon Task Order if such Task Order provides for a specific completion date (the "Term") and shall be automatically renewable at one (1) year increments, until either party submits written termination and/or makes contract changes of said agreement; save and except, that pursuant to Texas Local Government Code Sec. 271.903 the City retains the right to terminate this Agreement, at the expiration of each budget period of the City, if after using best efforts the City Council is unable to obtain and appropriate funds for payment of the Agreement for the new budget year.

1.2 I/T SERVICES. ElectSolve shall provide I/T Services as requested by THE CITY pursuant to this Agreement. I/T Rates and Services to be provided by ElectSolve are set forth in Exhibit A, attached hereto and/or as further modified or expressly stated in a Task Order executed by the Parties.

1.3 TASK ORDERS. Tasks will be defined, negotiated, and ordered through Task Orders agreed to by the Parties based on the rates established in Exhibit A. Changes to terms, conditions, and prices specified, or other provisions of the contract shall be completed by formal amendment and signed by THE CITY authorized parties and ElectSolve authorized parties. Orders processed in accordance with this paragraph shall occur as follows:

If THE CITY has need of services, and ElectSolve agrees to provide those services, THE CITY shall provide a definition of the requirements to ElectSolve. ElectSolve will propose a price for the task using the rates agreed to and identified in Exhibit A of this Agreement and attached to its proposal. The proposal shall include the estimated cost priced by the Parties in the rates established in Exhibit A, as well as the proposed time of performance, in a form acceptable to THE CITY.

Upon negotiation and agreement of the Parties concerning the scope of work, the price, and the time of performance, the Task Order attached as Exhibit B to this Agreement shall be prepared and signed by both Parties.

1.4 THE CITY RESPONSIBILITIES. THE CITY agrees to provide working space for ElectSolve personnel at its' facilities, as reasonably necessary to perform the I/T Services. THE CITY agrees to make THE CITY personnel available for support interaction and knowledge transfer so ElectSolve personnel can effectively engage and perform its' duties under this Agreement or the applicable Task Order.

1.5 DATA OWNERSHIP. The City shall retain ownership of all Data (hereinafter "City Data"), except such Data to which a third party may make a valid claim of ownership (including, but not limited to, data taken

from metering systems, telemetry systems, customer accounts, which hereinafter shall be referred to as "Third Party Data"). The City shall retain control, superior to ElectSolve, of Third Party Data. For the purposes of this Agreement Data, whether City Data or Third Party Data includes Data, whether in existence at the date of execution of this Agreement or created thereafter, which ElectSolve reviews, manipulates, creates, or otherwise possesses under this Agreement or any Task Order" or Exhibit to such Agreement.

1.6 ADDITIONAL SERVICES. In the event that THE CITY requests ElectSolve in writing to perform services which are not provided for in this Agreement, such services shall be referred to as "Additional Services" and shall be paid for by THE CITY in addition to the compensation for services contemplated in this Agreement. Additional Services shall only be provided when authorized in writing by THE CITY and ElectSolve in the form of a new "Task Order."

1.7 SERVICE FEES. THE CITY agrees to pay ElectSolve for any I/T Services as described in a Task Order in accordance with such applicable Task Order.

1.8 BILLING AND PAYMENT. THE CITY shall be billed for the I/T Services provided under the terms and conditions of this Agreement on a monthly basis on one consolidated billing statement. Invoicing shall include a clear description of all services provided and related supporting documentation, including work orders or service request. Payment is due within thirty (30) days of THE CITY's receipt of billing. Specific payment schedules are set forth in Exhibit A.

1.9 PRIORITY OF DOCUMENTS. In the event of a conflict between Task Order 0001, Exhibit "A" and this Agreement, Task Order 0001 shall prevail over Exhibit "A" and Exhibit "A" shall prevail over this Agreement.

2. TERMS AND CONDITIONS

2.1 COOPERATION. It is the express intention of the Parties hereto that the Agreement shall comply in all material respects with the rules of the applicable state regulatory authority, as those rules may be amended from time to time after the Effective Date of this Agreement. The Parties recognize that various terms of this Agreement may be rendered invalid or unworkable based upon changes in the rules of the applicable state regulatory authority. If this occurs, the Parties will use their reasonable best efforts to amend and reform this Agreement as necessary to comply with the rules of the applicable state regulatory authority.

2.2 COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same Agreement.

2.3 NOTICES. Notices as required by this contract shall be delivered in writing to the Parties and the following locations:

THE CITY:

Name _____, Title _____

The City of Burnet
P.O. Box 1369
1001 Buchanan Drive, Suite 4
Burnet, TX 78611
(512) 756-6093 | Fax (512) 756-8560

ELECTSOLVE:

Mark Ponder, President
ElectSolve Technology Solutions and Services, Inc.
P.O. Box 661
Shreveport, LA 71162

2.4 TERMINATION. This Agreement may be terminated (i) by THE CITY for any reason or no reason upon 30 days prior written notice and (ii) by ElectSolve for any reason or no reason upon 90 days prior written notice (provided that, ElectSolve may not terminate this Agreement or any Task Order that has a fixed duration and specific deliverable to THE CITY that is not an on-going service unless and until such Task Order has been completed), delivered to the addresses identified in this Agreement. If THE CITY should terminate the Agreement, all work in connection with the performance of this Agreement and all Task Orders chargeable to

this Agreement shall be discontinued immediately, unless THE CITY decides that certain Task Orders should not terminate and shall continue until finished under this Agreement. Upon such termination, ElectSolve shall submit an invoice and THE CITY shall pay fees for all work actually performed under this Agreement, less all payments that have been previously made. If ElectSolve should terminate this Agreement, all finished or unfinished work performed in connection with this Agreement and all Task Orders will be delivered to THE CITY. Upon such termination, ElectSolve shall submit an invoice and THE CITY shall pay fees for all work actually completed under this Agreement, less all payments that have been previously made and, with respect to any specific project that is not an ongoing service in nature, less any additional payment THE CITY may have to pay a third party to complete such project that is above the price agreed upon by the Parties.

2.5 INDEPENDENT CONTRACTOR. The Parties agree that ElectSolve shall be deemed to be an independent contractor and not an agent or employee of THE CITY with respect to its acts or omissions hereunder. The Parties agree that the services and activities performed under this Agreement are not and shall not be construed as a joint venture between the Parties.

2.5.1 PERFORMANCE OF AGREEMENT. This Agreement has been made under and shall be governed by the laws of the State of Texas, without regard to any conflicts of law principles. The Parties agree that performance and all matters related hereto shall be in in Burnet, Texas, and venue for any action related to this Agreement shall be a court of competent jurisdiction in Burnet County, Texas.

2.6 ASSIGNMENT. ElectSolve shall not assign, sublet or transfer any rights or interest in this Agreement without the written consent of THE CITY, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary in the paragraph but subject to the limitations of Section 2.18, ElectSolve may assign this Agreement to any affiliated company, defined as a company owned by, under ownership of, or under common ownership with ElectSolve.

2.7 WAIVER. No waiver by either party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition. The waiver, amendment or modification of any provision of this Agreement or any right, power or remedy hereunder shall not be effective unless made in writing and signed by the Party against whom the enforcement is sought.

2.8 BIND HEIRS, SUCCESSORS AND ASSIGNS. THE CITY and ElectSolve, their partners, successors, executors, administrators and assigns, if permitted, are hereby bound to the terms and conditions of this Agreement.

2.9 RIGHTS OF REVIEW AND AUDIT. THE CITY and/or THE CITY representative may review any and all of the services performed by ElectSolve under this Agreement. THE CITY reserves the right to audit all of ElectSolve's billings related to the performance of this Agreement. ElectSolve agrees to retain such records for a minimum of (1) year following the completion of this Agreement.

2.10 SEVERABILITY. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or inability to enforce shall not affect any provision thereof, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

2.11 FORCE MAJEURE. Neither THE CITY nor ElectSolve shall be required to perform any term, condition or covenant in this Agreement during the period as such performance is delayed or prevented by force majeure, which shall mean acts of God, civil riots, floods and any other cause not reasonably within the control of THE CITY or ElectSolve. Irrespective of any extension of time, if an event of force majeure occurs and its effect continues for a period of one hundred eighty (180) days, either THE CITY or ElectSolve may give to the other a notice of termination, which shall take effect twenty eight (28) days after the giving of the notice. If, at the end of the twenty eight (28) day period, the effect of the force majeure continues, the Agreement shall terminate.

2.12 TAXES. ElectSolve shall not include State of Texas limited sales excise and use taxes in its invoices or vouchers and statement of costs If THE CITY is exempt from payment of such taxes and an exemption certification evidencing the same is furnished to ElectSolve.

2.13 ENTIRE AGREEMENT. The Parties agree that this Agreement, including any exhibits hereto, constitute the entire Agreement between the Parties in connection with the performance of the I/T Services and Additional Services and supercedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, including any prior written agreement entered into by ElectSolve and THE CITY.

2.14 WARRANTY. ElectSolve warrants to THE CITY that goods and services provided under this Agreement will be performed in accordance with good industry standards and will be provided by personnel competent to perform the tasks identified within the scope of services attached hereto as Exhibit A.

2.15 INSURANCE. ElectSolve agrees to obtain and maintain insurance with the following minimum coverages:

General Liability:	\$1,000,000.00 per occurrence and in the aggregate
Automobile Liability:	\$1,000,000.00 combined single limit
Workers Compensation:	\$500,000.00 per occurrence and in the aggregate

ElectSolve shall obtain waiver of subrogation on all of its insurance (other than Workers' Compensation), and such waivers shall be for the benefit of THE CITY. A certification of insurance shall be provided to THE CITY upon request. ElectSolve shall provide written notice to THE CITY of any cancellation, material change or lapse of such policies, at least thirty (30) days prior to the effective date of said cancellation, material change or lapse.

2.16 NON-DISCLOSURE. ElectSolve understands that in the performance of the I/T Services or Additional Services THE CITY will or may disclose or make available information to ElectSolve or vice-versa. Each Party acknowledges that such information is confidential in nature, and includes but is not limited to, inventions, (patentable or otherwise), technology, trade secrets, customer identity or information, and other proprietary information relating to the products, processes, know-how, designs, hardware configuration, formulas, developmental or experimental work, computer techniques, databases, original works of authorship, compositions, techniques, software integration platforms, improvements, product ideas, schematics, research or development, customer lists, business strategies, financial information, capitalization and organizational information, and other confidential information, which to the extent previously, presently, or subsequently disclosed by either party is hereinafter referred to as "Proprietary Information".

The Party disclosing Proprietary Information will be referred to as the Disclosing Party and the Party receiving Proprietary Information will be referred to as the Recipient.

Now, therefore, except as provided for by state law, including, but not limited to the Texas Public Information Act, the Parties hereby agree that an essential part of the consideration for the execution and delivery of this Agreement the Protection of Proprietary Information, as follows:

1.(a) The Recipient agrees (i) to hold the Disclosing Party's Proprietary Information in strict confidence as a fiduciary and to take reasonable precautions to protect such Proprietary Information, (including, without limitation, all precautions the Recipient employs with respect to its own confidential materials), (ii) not to divulge any such Proprietary Information or any information derived therefrom to any third person, (iii) not to make any use whatsoever at any time of such Proprietary Information except to perform the I/T Services or the Additional Services, and (iv) not to copy or reverse engineer any such Proprietary Information.

(b) Without granting any right or license, the Disclosing Party agrees that the agreements, covenants, and obligations specified in this Paragraph 1 shall not apply with respect to any information that the Recipient can document (i) is (through no improper action or inaction by the Recipient or any affiliate, agent, consultant or employee of the Recipient), generally known to the public, or (ii) was in its possession or known by it prior to receipt from the Disclosing Party, (iii) was rightfully disclosed to it by a third party without restriction, or (iv) required by court order, provided the Recipient notifies the Disclosing Party and fully cooperates with the Disclosing Party in any effort to limit disclosure and to obtain confidential treatment or a protective order, which Disclosing Party may pursue at its discretion and expense.

2. Immediately upon termination of this Agreement, or upon the Disclosing Party's request, the Recipient shall immediately return or destroy all documents and data storage media containing any Proprietary Information of the Disclosing Party and any and all copies thereof. The Recipient will delete all Proprietary Information of the Disclosing Party from its documents or data storage media, and certify to that effect, if requested by the Disclosing Party.

3. Each Party acknowledges that the Disclosing Party would be irreparably injured by a breach of this Section 2.17 by the Recipient, and that the Disclosing Party, in addition to any other remedies available at

law or in equity, will be entitled to equitable relief, including injunctive relief and specific performance, in the event of a judicial finding of any breach of the provisions of this Agreement by the Recipient.

2.18 OWNERSHIP OF WORK. Other than as expressly stated otherwise in a Task Order, all right, title, and interest of every kind and nature whatsoever in and to computer programs, software, software enhancements, firmware, inventions, discoveries, improvements, developments, processes, formulae, methods, techniques, trade secrets, products, and research actually made, developed, or secured by ElectSolve, or demonstrably anticipated to be made, developed, or secured by ElectSolve PRIOR to this Agreement, will be the sole and exclusive property of ElectSolve. Work produced for hire under this agreement will be the property of THE CITY unless otherwise expressly stated in a TASK ORDER.

2.19 ATTORNEY FEES.

In any proceeding to enforce this Agreement, the prevailing Party will be entitled to all reasonable attorney fees, expert witness fees, costs, and expenses, in addition to any other amounts allowed by law.

SIGNED THIS ____ day of _____, 2016.

THE CITY OF BURNET, TEXAS

By: _____
Name: _____
Title: _____

**ELECTSOLVE TECHNOLOGY SOLUTIONS
AND SERVICES, INC.**

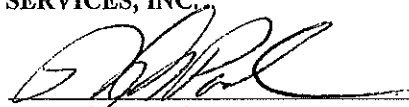
By: 
Name: Mark T. Ponder
Title: President

Exhibit "A"

Scope of Utility Data and I/T Services

ElectSolve Technology Solutions and Services, Inc. will provide software solutions and I/T Services to develop, implement, support and maintain data processing systems at the direction and request of THE CITY staff.

ElectSolve considers the real value that this type of service and development agreement delivers to THE CITY to be the provision of a skilled set of I/T resources with the utility background and experience necessary to fully understand and work with the data and collection systems that THE CITY currently has in service and will implement in the near future. This agreement will enable THE CITY's staff to take advantage of skilled on-site and off-site resources for any number of I/T related assignments in addition to the specific scope of this service agreement.

Professional Services

Deliverables as described herein or may be further described in an applicable Task Order

- **Phone Support Services** – (Included with monthly Service Agreements) Provide phone and remote dial-in support for typical client service related systems and computer infrastructure related problems. ElectSolve's phone support services are focused on providing THE CITY staff phone based question and answer services to ensure that systems function as designed and to assist in problem identification and resolution. Phone support issues will typically be scheduled for work and corrective action during normal on-site work activities.
- **Training** – ElectSolve will provide phone and email (preferred) question and answer continued training services to existing "trained" staff as needed for any systems or processes that ElectSolve implements during the term of this contract. New employee on-site training will require additional hourly services if the hours required exceeds the base service agreement for on-site services. Additional training services are readily available by the hour as well as other user training such as PC/Windows and Windows-related desktop applications training (Excel, Word, PowerPoint, Access, Outlook, etc.).
- **System Diagnosis and Software Support** - As an aid to diagnosing and resolving issues, ElectSolve shall provide THE CITY with helpdesk support available during normal business hours. For Severity 1 – Urgent issues, ElectSolve shall have an on-call system to react to these issues. The following definitions shall be used to categorize requests for support for defects submitted by THE CITY :

Category	Definition
Severity 1 – Urgent	Complete system failure, severe system instability, or the loss or failure of any major subsystem or system component such as to cause a significant adverse impact to system availability, performance, or operational capability.
Severity 2 – Serious	Degradation of services or critical functions such as to negatively impact system operation. Failure of any redundant system component such that the normal redundancy is lost.
Severity 3 – Minor	Any other system defect, failure, or unexpected operation.
Severity 4 – General/Technical Help	Request for information, technical configuration assistance, "how to" guidance, and enhancement requests.

- **Escalation Procedure** - ElectSolve shall have a built-in escalation process for the answering service so that if the stated response time for a Severity 1 problem is not met, automatic escalation will take place. In addition, THE CITY may elect to escalate a support Severity 2, 3 or 4 problems via ElectSolve's call tracking system if and when ElectSolve's proposed action plan or solution to a problem is unsatisfactory, the

reported severity of a problem has changed, and/or the ElectSolve has not provided a response within the stated response time.

• **Business Hour Support**

- ElectSolve will provide assistance with service requests 8 hours per day, 5 days per week excluding published holidays. Support shall be provided during normal working hours (8:00 am – 5:00 pm Central Time)
- The Support team shall include all key technical competencies so that any aspect of a system failure can be investigated and shall comprise experienced technical staff that is skilled in troubleshooting ElectSolve's delivered system.
- Each case entered by THE CITY shall be logged, given a unique case number, and assigned to an ElectSolve support resource for investigation and analysis.
- Severity 1 problems shall be reported by telephone for rapid response; target response times are stated below.
- For severity 1 problems, the key objective shall be to restore the system to an operational state as quickly as possible, which may be achieved by a temporary workaround. Resolution of the defect shall then be completed during ElectSolve's standard working hours.
- Severity 2 problems shall be reported through the call tracking system in the same manner as for 8X5 Support but shall have shorter target response times as stated below.
- The Support service goals shall be to meet these targets for greater than 95% of all incoming requests.
- Severity 3 and 4 problems shall be treated in the same manner as for 8X5 Support.

• **Standard Support Target Problem Response Times**

	Initial Response Time (call back by Technician)	Action Response Time (work will begin)	Action
1	60 minutes (Customer must call Answering Service to guarantee response time)	4 hours	An urgent or emergency situation requiring continuous attention from necessary support staff until system operation is restored -- may be a workaround.
2	1 day	1 day	Attempt to find a solution acceptable to the customer as quickly as practical. Resolution may be a workaround. Resolution time is dependent on reproducibility, ability to gather data, and customer's prioritization.
3	2 days	5 days	Evaluation and action plan. Resolution may be by workaround. Resolution time is dependent on reproducibility, ability to gather data, and customer's prioritization.
4	2 days	10 days	Statement of when problem or question is likely to be resolved.

- **Third Party Software Support** - Third Party Software is defined as any software in ElectSolve's scope of supply not owned by ElectSolve, including, but not limited to operating systems, database software, applications, etc. In the event that a new version of ElectSolve's baseline software drops (or adds) requirements for certain third party licenses compared to those identified in the final list of deliverables as of the date of contract award, THE CITY shall be responsible for the initial purchase of any additional third party licenses required and the annual price of this service shall be incrementally adjusted to account for the absence (or presence) of those specific third party software packages from that point forward. These changes will trigger updates to the records to support license and contract records.
- **Full Time Onsite Support** - At THE CITY's request, ElectSolve shall also provide one or more onsite technical support resources at THE CITY's facility for limited or extended periods of time.
 - These onsite support personnel shall be billed to THE CITY at the then prevailing published hourly rates plus reasonable Travel and Lodging (T&L) expenses.
 - The onsite ElectSolve team shall integrate with the THE CITY team and provide a broad spectrum of support services, including:
 - Problem investigation, diagnosis and resolution
 - Liaison with ElectSolve's Support Team product subject matter experts for further 2nd/3rd level support
 - Assistance with the installation and testing of patches
 - Assistance with configuration management, database management, pro-active system monitoring and general system administration tasks.
 - Hands-on mentoring of THE CITY staff
 - Documentation updates
 - Advising and assisting the THE CITY team with upgrade planning

Rate

ElectSolve Preferred Blended Rate to THE CITY : \$135.00/hour

- The above Hourly Rates are valid for work billable through 12/31/2018. Rates are reviewed and adjusted on a calendar year basis and changes to hourly rates are communicated at least thirty (30) days prior to year end.
- Rates are subject to increases of 2-4% per year to the limited extent of the change in the Consumer Price Index from the previous year as reported in the Wall Street Journal.

Individual Non-Blended Rates	Standard Price
Contract Professional Services Rates:	Hourly Rates
DBA (database administrator)	\$ 170.00/hour
Project Manager	\$ 170.00/hour
Programmer	\$ 90.00/hour
Network Engineer	\$ 170.00/hour
Desktop Support Analyst	\$ 90.00/hour
Daily Living Expenses for on-site	As incurred

This agreement is not intended to provide for any minimum or maximum number of hours. All work will be assigned at THE CITY 's discretion by attached "TASK ORDER" governed by the "Terms and Conditions" of this Agreement.

Travel and Lodging Expense

Where travel and lodging ("T&L") is required as provided for herein, such travel and lodging shall be approved by THE CITY prior to incurring said expense. THE CITY shall pay for actual expenses incurred not to exceed the IRS 2016 per diem rates for business travel for low cost areas. Travelers shall not be reimbursed for excess costs caused by; an indirect route as a matter of personal preference, premature departure for personal reasons from a temporary location, or extending a stay for personal reasons.

Purchasing Process

To purchase Professional Services please use the following process. THE CITY must sign and approve a separate Task Order for ElectSolve professional services to be governed by this Agreement. Each Task Order must contain a contact person, ship-to address, bill-to address, and terms Net 30. Each Task Order must also contain a description of the project or scope of work, the expected deliverable, a proposed budget estimate, and a proposed timeline for delivery of the deliverable. A signed Task Order can be faxed to Ann Sisk at (318) 670-1355. If there are any questions regarding the purchasing process please contact Mark Ponder via phone (877-221-2055) or e-mail (<mailto:mponder@electsolve.com>)

Payment

- ElectSolve will bill THE CITY on the 1st day of the month for the previous month's services and payment is due within 30 days of the invoice date. Billing shall be clear and concise and provide adequate description of services rendered. A discount will be offered for early payment of services in the amount of 1.5% if paid within 15 days of the invoice date. ElectSolve shall be paid on an hourly basis for all hours worked at the hourly rate specified in the "Rate" section in this Agreement or as otherwise agreed to in a Task Order. Additional hourly services exceeding the maximum shall be pre-approved by THE CITY authorized staff. ElectSolve will negotiate and provide rates specific to the nature of the work involved (i.e. application developer, network engineer, database administrator, hardware technician, etc). Rates specified above are team rates and individual rates are available on request. Team rates essentially mean that on-site and off-site resource have all of the extended ElectSolve resources available for support and consultation while performing work for THE CITY
- Both parties agree that time is of the essence. All work shall be completed within the time period(s) specified. ElectSolve agrees to comply with schedules and completion dates as agreed herein or as may be changed by amendment. In the event of a change in the deliverables, and upon mutual agreement of the parties, a) ElectSolve may be entitled to delay performance of its obligations or to additional compensation or both, where applicable, or b) THE CITY may be entitled to escalate performance of ElectSolve's obligations or to a reduction in payment or both, where applicable.
- Agreement renewal. This agreement is automatically renewed every 12 months unless specifically terminated by written notice by either party.

Completion and Acceptance Criteria

With respect to any specific system implementation or development projects, the applicable Task Order will govern completion, testing and acceptance criteria.

TASK ORDER 0001
uCentra® MDM/ODM System
The City of Burnet Texas

Contract Number: 0001

Date of Task Order: _____, 2016

Task Order Number: 0001

1.0 Background. The City of Burnet Texas (THE CITY) would like to implement the Electsolve uCentra® Meter/Operational Data Management System (MDMS/ODMS).

2.0 Scope of Work.

uCentra® MDMS/ODMS System Feature Sets:

1. Dashboards
 - a. The standard Dashboard package includes 6 default content boxes selected by the customer from an existing inventory of widgets and RSS feeds. Content boxes will display data residing in the MDM. Additional Dashboard widgets and RSS feeds can be purchased utilizing optional hourly services.
2. Validation, Editing and Estimation (VEE)
 - a. Advanced Metering Infrastructure (AMI) register data and interval meter read data will be processed through the MDM VEE module when processed between the AMI and MDM systems.
3. Reports/Messaging/Alerts
 - a. Allows user to schedule reports to be sent via email, such as blink count reporting, daily meter exceptions, negative consumption for active meters, etc. Reports can be set to go to an individual or predefined group of individuals.
 - b. Allows users to receive predefined alerts via email and/or text messaging. Alerts can be set up to go to an individual or predefined group of individuals.
 - c. Management and configuration of system alerts based on business logic and user rules.
4. Scheduler
 - a. Allows scheduling of predefined events, such as Automatic Meter Reading (AMR) data processing, Supervisory Control and Data Acquisition (SCADA) data processing and billing determinant generation for cycle billing reads, etc.
5. Graphing
 - a. Generate a graph of information to be viewed by specified date range and billing cycle. Graphs can be generated for billing history usage, virtual meters, interval readings and SCADA historian load profile data presentation.
 - b. Advanced graphing capabilities including the ability to aggregate meter usage (virtual meter)
6. System Tools
 - a. Provides virtual metering and load profiling.
7. Importer/Exporter
 - a. Includes file based importing and exporting of data to and from the Meter Data Management application. This functionality supports exporting data into utility's CIS and other downstream data processing systems as well as loading data into the MDM from data collection systems such as AMI, SCADA, Intelligent Electronic Devices (IEDs), etc.
8. Weather
 - a. Importing and storing weather data provided by a third party weather data source is supported. Weather is displayed in the various charts/graphs when users view data in the MDM.
9. Data Views
 - a. A set of pre-defined, pre-built "data views" are provided with the MDM Structured Query Language (SQL) Server database. These "data views" look very similar to actual database tables and allow utility users to connect to the database and create their own ad hoc queries. Since the MDM data warehouse model includes a broad range of tables, procedures and

functions, these "data views" are included to reduce the complexity for utility users to access the data for other functions. Users can connect to these views by Open Data Base Connectivity (ODBC) connection using MicroSoft (MS) Access, Crystal Reports or other desktop query and reporting tools.

- b. Views included: ActiveCustomerData, AllCustomerData, BillingReads, IntervalReads, RegisterReads and MeterInventory. Each view includes a set of fields derived from the MDM data warehouse model and a complete field list for each "data view" is provided in the user documentation.

Project Implementation Services

1. Installation and configuration of software
2. Support installation and configuration of utility-provided hardware and operating system and establish a Virtual Private Network (VPN) connection between ElectSolve and THE CITY.
 - a. THE CITY will procure the hardware required for the MDMS, and ElectSolve will assist by approving final server specifications for hardware and third party OS and database software. Final server specifications are based on AMI interval data requirements and retention periods. After procurement, ElectSolve will assist utility staff to configure the server hardware and network to support remote access and support for the MDMS solution. ElectSolve is a reseller of Dell server equipment and can optionally provide THE CITY with a hardware proposal including installation of the hardware.
3. Provide Project Management for MDMS scope of work
 - a. A Project Management Institute (PMI®) Certified Project Manager will be assigned to the project. The ElectSolve project manager will be responsible for MDMS Project Initiation, Planning, Execution, Quality Control and Tracking through the MDMS System Acceptance Test and Closing of the project.
4. Testing
 - a. Implementation Testing - As data is mapped into the MDM, THE CITY will be called upon to validate data by assisting in verifying that the data has been mapped according to THE CITY's requirements and business use. This is an iterative process and will be scheduled as required.
 - b. System Acceptance Testing (SAT) - Jointly performed by ElectSolve and THE CITY. The objective of the System Acceptance Test is to demonstrate the functionality and operation of ElectSolve's uCentra® MDMS/ODM before moving into production. Following the base system SAT, any additional modules within the scope of work will follow the same procedure for sign-off.

The System Acceptance Test will be performed after the system has been installed and tested by ElectSolve. This will be executed after each phase. The process is as follows:

- i. THE CITY will designate one person to sign-off on all functionality. Additional attendees from areas such as Customer Service, Member Services, Metering, Engineering, or Management may all attend to give input to the official designee. Attendance is documented.
- ii. THE CITY's designee will pass or fail each item as it is demonstrated using the sign-off sheet provided. Notes may be added throughout.
- iii. Any items failing test will be fixed and retested at an agreed upon date and time.

THE CITY Requirement

1. Purchase of hardware, OS and database is excluded. Utility provides all hardware (server/disk/Random Access Memory (RAM)/Uninterruptible Power Supply (UPS)/backup) operating systems and SQL Server Data Base (DB) software licensing. Virtual servers are supported.
2. Participation in data validation, implementation testing and SAT effort.

Integration Services

System integration processes for deploying, implementing, testing and rolling out each interface are aligned with the implementation integration and project management groups assigned for the customer project.

1. System Interface with *Elster*
 - a. AMI provisioning, AMI data collection, AMI Event handling, and interactive AMI command and control including disconnect/re-connect, on-demand meter reading
 - b. Production testing and rollout
 - c. Dependency - AMI headend installation and one test meter are required for base installation to begin.
2. System Interface with *TYLER INCODE CIS*
 - a. Integration to the meter master, customer master, billing history, rates, and location/premise master at a minimum.
 - b. Billing data exchange integration utilizing from-host and to-host flat file exchange at a minimum.
 - c. Billing process review, evaluation and recommendation based on using AMI and MDM functionality.
 - d. Production planning, testing and rollout.

THE CITY Requirement

1. Participation by THE CITY and its vendors, if necessary, in a planning session to determine methods of AMI, and CIS.
2. Provide third party import files and cover any third party cost associated (i.e. Incode, etc.). ElectSolve will help facilitate this and work with all third party vendors with permission from THE CITY.

Training

1 day onsite or web training are provided.

Documentation

1 electronic copy of User Guide is provided.

Maintenance and Support

MDM/ODM Basic Software Maintenance Plan

The MDM/ODM Basic Software Maintenance Plan includes user support, application problem support and software maintenance. This includes:

- Access to software upgrades, program patches and documentation updates
- Business hour hotline support, telephone support from 8:00 AM to 5:00 PM CST
- Support Covered Under Basic Plan
 - Application error reporting
 - Dashboard error reporting
 - Portal error reporting
 - User application support
 - Problem diagnosis assistance of third party system integration issues

THE CITY must purchase the MDM/ODM Basic Software Maintenance Plan to receive Software Maintenance and Support. This annual service automatically becomes effective 60 days after software is installed. When interfaces and options are installed in phases, the maintenance schedule will also take effect in phases.

Optional Hourly Services

To better assist the utility with the overall management of the integrated solution, ElectSolve offers hourly services to the utility for integration support of third party system and data source problem resolution. Other services are data management and support, network support, server hardware support, data reporting services

and database administration services. ElectSolve offers preferred pricing to customers under MDM Maintenance. Please refer to the Pricing Exhibit for details.

SAMPLE PROJECT SCHEDULE

The following Project Schedule is a SAMPLE. Final project schedule will be presented after kickoff. All dates are relative to contract signing date. Dates are also based upon the assumption that THE CITY and system vendors provide requirements stated in the SCOPE OF WORK on a timely basis.

THE CITY MDM/ODM Implementation Project Schedule

Sample

Task Name	Duration	Start	Finish
THE CITYof Burnet MDMS Project	128 days	10/15/16	1/8/17
Planning and Kickoff	1 month	10/15/16	11/15/16
Contract Signing	1 day		
Planning, Kickoff	3 days		
Requirements Gathering	1 week		
Hardware Installed, Configured and VPNs configured	1 month		
Phase 1 - Full CIS and AMI Integrations	2 months	11/15/16	1/15/17
Phase 2 - Billing Integration Complete	6 weeks	1/15/17	2/28/17

MDM SOFTWARE END USER LICENSE AGREEMENT (EULA)

Purchase and use of the ElectSolve uCentra® MDM/ODM System is subject to the following license agreement.

SOFTWARE PRODUCT LICENSE

The SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE is licensed, not sold.

1. GRANT OF LICENSE.

This EULA grants you the following rights:

Software. You may install, use, access, display, run, or otherwise interact with ("RUN") one copy of the SOFTWARE, on a single network server device ("COMPUTER"). A second copy may be deployed on a second server for disaster recovery purposes and for failover. Only one copy of the SOFTWARE may be used for production at any given time and only one customer use is permitted. The SOFTWARE may not be used in an ASP (Application Service Environment) environment to allow additional customer access to the SOFTWARE.

Reservation of Rights. All rights not expressly granted are reserved by ElectSolve Technology Solutions and Services Inc.

Accessing Services Using the SOFTWARE. Your use of any service accessible using the SOFTWARE is not covered by this EULA and may be governed by separate terms of use, conditions or notices.

2. RESTRICTIONS.

You must maintain all copyright notices on all copies of the SOFTWARE.

Limitations of Reverse Engineering, Decompilation and Disassembly. You may not reverse engineer, decompile, or disassemble the SOFTWARE, except and only to the extent that such activity is permitted by applicable law notwithstanding this limitation.

Rental. You may not rent or lease or lend the SOFTWARE.

Software Transfer. The license to this software is not transferable, except as authorized in writing ElectSolve Technology Solutions and Services Inc.

Support Services. ElectSolve may provide you with support services related to the SOFTWARE ("Support Services"), at its discretion.

Any supplemental software code provided to you as a part of Support Services shall be considered part of the SOFTWARE and subject to the terms of this EULA. With respect to technical information you provide to ElectSolve as part of the Support Services, ElectSolve may use such information for its business purposes, as provided for in the I/T Technical Services and Support Contract.

Replacement, Modification and Upgrade of the Software. ElectSolve may replace, modify or upgrade the SOFTWARE at any time by offering you a replacement or modified version of the SOFTWARE or such upgrade at no charge to you. Any such replacement or modified software code or upgrade to the SOFTWARE offered to you by ElectSolve shall be considered part of the SOFTWARE and subject to the terms of this EULA (unless this EULA is superseded by a further EULA accompanying such replacement or modified version of or upgrade to the SOFTWARE). In the event that ElectSolve offers a replacement or modified version of or any upgrade to the SOFTWARE, (a) your continued use of the SOFTWARE is conditioned on your acceptance of such replacement or modified version of or upgrade to the SOFTWARE and any accompanying superseding EULA and (b) in the case of the replacement or modified SOFTWARE, your use of all prior versions of the SOFTWARE is terminated.

3. COPYRIGHT.

All title and copyrights in and to the SOFTWARE (including but not limited to any images, photographs, animations, video, audio, music, text and "applets," incorporated into the SOFTWARE), the accompanying printed materials, and any copies of the SOFTWARE, are owned by ElectSolve Technology Solutions and Services, Inc. or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the SOFTWARE is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. If this SOFTWARE contains documentation which is provided only in electronic form, you may print one copy of such electronic documentation.

3.0 Deliverables.

Deliverable	Schedule
Integration Plan	Draft delivered at kick-off. Final to follow as

Deliverable	Schedule
	per project plan

4.0 Place of Performance. ElectSolve shall perform tasks under this Task Order remotely or at THE CITY offices as assigned.

5.0 Travel. Travel shall be reimbursed in accordance with the rate and policies set forth in Exhibit A of the Agreement.

6.0 Customer Property and Office Space. THE CITY will provide ElectSolve with office space in accordance with the Agreement. Computer, printer, facsimile service, reproduction capability, Internet access and administrative support for the project as required, while working on the Task Order. Telephone service for official use and local calls only will be provided to ElectSolve; all other calls shall be made at ElectSolve's expense. ElectSolve shall not use THE CITY furnished material or equipment to work on projects other than those directed by this Task Order. THE CITY furnished equipment provided to the contractor will be returned to THE CITY in good working order.

7.0 Reports.

7.1 Monthly Status Report and Final Reports. ElectSolve shall prepare a Monthly Status Report. The final report shall contain the same information as the monthly reports, but shall cover the entire period of performance. THE CITY will review all reports and provide comments within ten (10) days. ElectSolve shall incorporate THE CITY comments and provide revised reports within ten (10) days after receiving THE CITY comments.

7.

8.0 Hazards Information. There is no requirement for the contractor to handle any hazardous material.

9.0 Security. Employees selected by ElectSolve for this Task Order must be able to pass all ElectSolve security requirements and back-ground checks.

10.0 Identification of Contractor Employee(s).

10.1 At the request of THE CITY, ElectSolve shall provide each employee an identification (ID) badge on contract start or employment start date. The ID badge shall be made of nonmetallic material, easily readable and include employee's name, ElectSolve's name, functional area of assignment and color photograph.

10.2 Display of ID Badges. At the request of THE CITY, ElectSolve personnel shall wear the ID badge at all times when performing work under this contract to include attending off-site meetings while representing The City of Burnet. Unless otherwise specified in the contract, each employee of ElectSolve shall wear the ID badge in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit such placement.

10.3 Answering Telephones. ElectSolve personnel shall identify themselves as employees of ElectSolve when answering THE CITY telephones.

11.0 Technical Point of Contact (TPOC):

Name: Jennice Holtom
Address: PO Box 661 Shreveport, LA 71162
Phone # 877-221-2055 Cell # 318-347-4305
Fax # 318-670-1355
Email Address: jholtom@electsolve.com

ElectSolve Technology Solutions and Services - Contract For Product/Services

12.0 Price: 5,000 Total Meters (2500 Water, 2500 Electric)

MDM Base System	License & Implementation	Annual Maintenance
uCentra® Base System		
Elster AMI Interface		
Tyler Incode Data Import Only	\$ 62,900	\$ 10,756
HTC Discount (License)	\$ (3,145)	
HTC Discount (Installation / Integration)	\$ (10,000)	
Total	\$ 49,755	\$ 10,756
Project Management	\$ 10,000	
Training	\$ 1,500	
Total PM and Training	\$ 11,500	
Total Base System License and Implementation	\$ 61,255	\$ 10,756
Optional Module - Level 2 Billing	\$25,000	900
Total Base and Optional Billing Level 2	\$ 86,255	\$ 11,656

Software Maintenance & Support

Optional Hourly Services Preferred Rate

Description	Cost Per Hour
Preferred Hourly Rate	\$135.00

Price Notes:

- Total price includes MDM software, project implementation, project integration, portal, training, documentation and maintenance as listed in Scope of Deliverables.
- Travel expenses are billed as incurred.
- Taxes, if applicable, are not included.
- Software Maintenance and Support will be billed 60 days after software is loaded into the utility server/virtual Environment.
- ElectSolve's current published rate for the MDM/ODM Basic Software Maintenance Plan is 20% of the MDM/ODM System.
- Optional Hourly Rates do not include travel and living expenses.
- Optional Hourly Rates can be purchased by the hour, day, week or month or on a recurring monthly basis at the conclusion of system acceptance testing.
- The above Hourly Rates are valid for work billable through 12/31/2018. Rates are reviewed and adjusted on a calendar year basis and changes to hourly rates are communicated at least 30 days prior to year end.

ElectSolve Technology Solutions and Services - Contract For Product/Services

Utility CIS Interface Functionality	CIS Category 1	CIS Category 2 (Utility or CIS Vendor role)	CIS Category 3 (requires level 4)	Power Billing Module (requires Level 3)
Creation of CIS Import File	✓	✓	✓	
Flat File Import (limited data set) CIS vendor to provide exports to ElectSolve		✓	✓	
Flat File Import (expanded data set) CIS vendor to provide exports to ElectSolve		✓	✓	
Data Authentication		✓	✓	
Data Reconciliation		✓	✓	
Data Integration Assistance		✓	✓	
VEE Configuration for Once/Day Billing Determinant exports (all meters, once per day)		✓	✓	
Produce Once/Day Billing Determinant export file in Standard format (all meters, once per day)		✓	✓	
Billing Reads for kWh		✓	✓	
Billing Reads for kW		✓	✓	
Billing Reads for kWh-R		✓	✓	
Billing Reads for kWh-N		✓	✓	
Calculated or derived reads		✓	✓	
Basic Pre-Pay using CMIS		✓	✓	
Single File format to major CIS Vendors (SEDC, CSA, Daltron, NISC, etc.)		✓	✓	
File format for non-standard CIS Vendor		✓	✓	
Single Utility, Electric or Gas or Water		✓	✓	
VEE Configuration to Match Billing read exports by cycle/role/meters process		✓	✓	
Produce Individual Billing Read export by cycle/role/meters		✓	✓	
Multi Utility Electric Gas Water		✓	✓	
Custom Billing File formats		✓	✓	
Custom VEE processes		✓	✓	
Support for TOU		✓	✓	
Support for Demand Billing		✓	✓	
Support for net billing		✓	✓	
Other complex billing determinant generation		✓	✓	
Rebilled Rates				✓
Totallied Meters			✓	
High End Meters			✓	
Calculated Reads or billing determinates due to limitation of CIS			✓	
Multiple AMI Systems			✓	
Other Customizations not in Level 2			✓	
Large Commercial & Industrial (CPI, HCP, Unique Contracts)				✓

13.0 Payment - Compensation Plan

THE CITY will compensate the Consultant on the basis of the following chart for the implementation and integration of the MDMS solution.

At the conclusion of each phase, the recurring Monthly Maintenance Fee for the software/implementation completed will begin.

Payment Schedule

MDM Deliverables	Milestone Payment	Monthly Maintenance Fee
Upon Contract Signing	\$30,000	n/a
60 Days after Software is installed into Utility Server/Virtual Environment		896.33
Phase I -- CIS and AMI integration complete * <i>System is now functional</i>	\$31,255	
Phase II -- Billing complete uCentra Base System Acceptance Test	\$25,000	+ \$75
Total	\$86,255	\$971.33

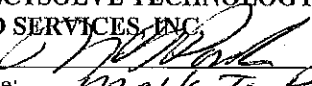
This Task Order is made under and as a part of the I/T Technical Services and Support Contract between ElectSolve and THE CITY, dated _____, 2016 (the "Agreement"). The services under this Task Order shall be performed in accordance with the terms of the Agreement.

SIGNED THIS ____ day of _____, 2016.

THE CITY OF BURNET TEXAS

By: _____
Name: _____
Title: _____

ELECTSOLVE TECHNOLOGY SOLUTIONS
AND SERVICES, INC.

By: 
Name: Mark T. Ponder
Title: President / CEO



Planning & Zoning

ITEM 4.8

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

Agenda Item Brief

Meeting Date:	November 8, 2016
Agenda Item:	Discuss and consider action: A RESOLUTION ADOPTING THE 2016 BURNET COUNTY HAZARD MITIGATION PLAN: M. Lewis
Background:	FEMA administered regulations require jurisdictions to adopt hazard mitigation plans. Plan adoption is a condition for receiving certain types of non-emergency, disaster assistance including funding for mitigation projects.
Information:	Hazard Mitigation Plans, which were formerly adopted at the County level, must be renewed at five year intervals. Due to a change in FEMA rules, the plans must now also be adopted at the municipal level. The attached plan has already been approved and adopted by the Burnet County Commissioner's Court.
Fiscal Impact:	None
Recommendation:	Approve and adopt Resolution 2016-19 as presented.

RESOLUTION NO. R2016-19

**A RESOLUTION ADOPTING THE 2016 BURNET COUNTY HAZARD
MITIGATION PLAN**

WHEREAS, Section 322 of the Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5165) requires local governments to develop a hazardous mitigation plan as a condition for receiving certain types of non-emergency disaster assistance, including funding for mitigation projects; and,

WHEREAS, the Code of Federal Regulations (CFR) at Title 44, Chapter 1, part 201, requires the City to prepare and adopt a local mitigation plan every five years; and,

WHEREAS, a steering committee comprised of members of the County, and the City of Burnet, selected and deemed appropriate by the Commissioners Court in his authority to do so as granted by the people, as well as the City's leadership was convened in order to assess the risks of hazards facing the County and the City, and to make recommendations on actions to be taken to mitigate these hazards; and,

WHEREAS, a request for proposals was issued through the Texas Colorado Regional Floodplain Coalition to hire an experienced consulting firm to work with the County to update a comprehensive hazard mitigation plan for the County and the City of Burnet; and,

WHEREAS, the plan incorporates the comments, ideas and concerns of the community and of the public in general, which this plan is designed to protect, ascertained through a series of public meetings, publication of the draft plan, press releases, and other outreach activities; and

NOW, THEREFORE, BE IT HEREBY RESOLVED BY CITY COUNCIL OF THE CITY OF BURNET, TEXAS, THAT: the 2016 Burnet County, Texas Hazard Mitigation Plan, dated October 2016, a copy of which is attached hereto, is hereby approved and adopted by the City Council of the City of Burnet which resolves to execute the actions in the plan and further resolves that said plan shall take effect immediately and without reconsideration.

PASSED, APPROVED AND ADOPTED this the 8th day of November, 2016.

CITY OF BURNET, TEXAS

ATTEST:

Gary Wideman, Mayor

Kelly Dix, City Secretary



Police Department

ITEM 4.9

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

Agenda Item Brief

Meeting Date:	November 8, 2016
Agenda Item:	Discuss and consider action: Authorizing approval for the Burnet Police, Electric and Public Works Departments to order new vehicles: P. Nelson
Background:	All of the listed vehicles have been selected through the Buy Board, and with approval the vehicles will be purchased from CALDWELL COUNTRY CHEVROLET.
Information:	The Police Department will order (2) Two 2017 Chevy Tahoe's. The Electric Department will order (1) one 2017 Chevy Silverado 2500HD 4X2. The Public Works Department will order (1) one 2017 Ford F450 Reg Cab 4X 2.
Fiscal Impact:	The Police Department cost for the two Tahoes will be \$90,873.98. The Electric Department cost will be \$35,923.00. The Public Works Department cost will be \$50,591.00. There will be a onetime Buy Board Fee for the amount of \$400.00. The total cost for the new vehicles will be \$177,787.98
Recommendation:	Staff recommends approval.



CALDWELL COUNTRY CHEVROLET

P.O. BOX 27
CALDWELL, TEXAS 77836
979-567-1500 fax 979-567-0853

Invoice No 3-CHEV/1-FORD

INVOICE

Customer

Name CITY OF BURNET
Address 1001 BUCHANAN DRIVE
City BURNET State TX ZIP 78611
Phone 512-553-3491

Date 11/2/2016
Order No. _____
Rep _____
FOB _____

Qty	Description	Unit Price	TOTAL
2	2017 CHEVROLET TAHOE PPV 4X2	\$ 45,436.99	\$90,873.98
1	2017 CHEVROLET SILVERADO 2500HD 4X2	\$35,923.00	\$35,923.00
1	2017 FORD F450 REG CAB 4X2	\$50,591.00	\$50,591.00
1	BUY BOARD FEE	\$400.00	\$400.00
PLEASE MAIL PAYMENT TO: CALDWELL COUNTRY CHEVROLET PO BOX 27 CALDWELL, TX 77836 TERMS: NET 30			

Payment Details

- ☐ Cash
☒ Check
☐ Credit Card

Name _____
CC # _____
Expires _____

Subtotal	\$177,787.98
Shipping & Handling	
Taxes STATE	\$0.00
LESS	\$0.00
TOTAL	\$177,787.98

Office use only

PLEASE REMIT PAYMENT TO CALDWELL COUNTRY CHEVROLET

CALDWELL COUNTRY**FORD & CHEVROLET****BUYBOARD BID 430-13**End User: CITY OF BURNETCaldwell Rep: AARON WILEYContact: JASON DAVISPhone/fax: 254-773-8824 / 254-773-8808Phone/email: 830-798-4784/jdavis@cityofburnet.comDate: Wednesday, October 19, 2016Product Description: CHEVY TAHOE BASE PPVemail: aaron@caldwellcountry.comA. Bid Series: 34A. Base Price: \$ 33,935.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
CC15	2017 CHEVY TAHOE PPV 4X2	INCL	7X6	DRIVER SIDE SPOT LIGHT	\$ 465.00
	5.3L V8 GAS E85; 6-SPEED AUTO	INCL			
	A/C & HEAT; AM/FM/ RADIO CD	INCL			
9U3	CLOTH BUCKETS FRONT	INCL			
5T5	REAR SEATS VINYL	INCL			
	RUBBER FLOORS	INCL			
	POWER WINDOWS& LOCKS	INCL			
	KEYLESS ENTRY	INCL	13441	CAP FLEET UPFITTERS	\$ 10,896.39
	POLICE RATED TIRES & WHEELS	INCL		SEE QUOTE ATTACHED	

Total of B. Published Options: \$ 11,361.39

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 0.0 %

Options	Bid Price	Options	Bid Price
		WHITE	COLOR
		ESTIMATED 90-120 DAYS TO CAP FLEET	DELIVERY

Total of C. Unpublished Options: \$ -

D. Pre-delivery Inspection:

\$ -

E. Texas State Inspection:

\$ -

F. Manufacturer Destination/Delivery:

G. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

H. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

I. Contract Price Adjustment:

J. Additional Delivery Charge: 76 miles\$ 140.60

K. Subtotal:

\$ 45,436.99L. Quantity Ordered 2 x K =\$ 90,873.98

M. Trade In:

N. BUYBOARD FEE PER PURCHASE ORDER:

\$ 400.00

O. TOTAL PURCHASE PRICE WITH BUYBOARD FEE:

\$ 91,273.98



CAP FLEET UPFITTERS

4715 S General Bruce Drive
Temple, TX 76502
254-773-1959 - O
254-773-1245 - F

QUOTE

Date 10/19/2016
Quote # CAPQ13441

Name / Address
CALDWELL COUNTRY

Job : BURNET PD
Project : TAHOE
Employee N... Tim Rainwater

Part #	Qty	Description	Unit Price	Total
SWTXSP48	1	2017 TAHOE PPV, L/E SPOTLIGHT 48" WECAN LIBERTY PACKAGE WITH SIREN, SPEAKER, & MOUNTING BRACKETS	2,057.41	2,057.41
GK10342USVSCA	1	D T-RAIL MOUNT 2 UNIV LOCKS WITH #2 KEY	324.33	324.33
SSFPSI6	1	SOLID STATE HEADLIGHT FLASHER	60.32	60.32
VTX609J	4	VERTEX SUPER-LED SPLIT RED/BLUE	79.46	317.84
ENT2B3R	1	INTERSECTOR UNDER MIRROR LIGHT (RED)	133.38	133.38
ENT2B3B	1	INTERSECTOR UNDER MIRROR LIGHT (BLUE)	133.38	133.38
425-6011	1	CONSOLE - STANDARD UNIVERSAL MEDIUM 12" FP	129.50	129.50
425-6411	1	ADJ ARM REST	81.20	81.20
425-6022	1	FLOOR PLATE ASSY, NO-HOLES, SILVERADO 2014+	110.60	110.60
UT-101	1	UNIVERSAL LAPTOP MOUNT	217.29	217.29
C-HDM-205	1	10" HEAVY DUTY TELESCOPING POLE, SIDE MOUNT, SHORT HANDLE	140.97	140.97
P5700T15A	1	PASSENGER 1/2 SLIDING POLY WINDOW 2015 TAHOE	456.00	456.00
RP57T15	1	RECESSED PANEL TAHOE 2015	70.25	70.25
SP57BS15	1	LOWER EXT PANEL B5 TAH 2015	58.50	58.50
SS70ST15	1	STANDARD TRANSPORT SEAT	767.00	767.00
EL3SNR	3	LED3 MINI SURFACE MOUNT LIGHT, RED	45.36	136.08
EL3SNB	3	3 LED MINI SURFACE MNT LIGHT (BLU)	45.36	136.08
EGHST1J-12	4	GHOST 10-16V BLACK MULTI MNT (R/B)	81.54	326.16
ENFSS51J	2	N-FORCE SGL SM 6LED SAE BLK (R/B)	88.02	176.04
EGHST5J	2	GHOST MULTI-MOUNT R/B WITH ROCK GUARD	98.82	197.64
CAT1141P	1	2015 CATTLEMAN GRILLE GUARD	384.72	384.72
WF-DPS3PC	1	ALUMINUM BLACK POWDERCOAT FINISH 3 DRAWER STORAGE BOX	2,148.00	2,148.00
BR-930	1	3 HOLE OUTLET BOX - HARDWIRE - LIGHTED ON/OFF - INLINE GLASS FUSE (15A)	18.70	18.70
INSTALL				
LABOR	1	INSTALLATION (CUST. SUPPLIED RADIO/RADAR)	1,650.00	1,650.00
SSUPPLY	1	SHOP SUPPLIES	60.00	60.00
CT-CAPH	1	COMPLETE CUSTOM HARNESS FOR CHEVY TAHOE	130.00	130.00
Misc.	1	ANTENNA/COAX.	60.00	60.00
SHIP	1	SHIPPING & HANDLING	310.00	310.00
DEALER	1	DEALER PREP	75.00	75.00

This quote is good for 30 days from date of quote.

Total



TEMPLE LOCATION
4715 S GENERAL BRUCE DRIVE
TEMPLE, TX 76502
254-773-1959

WWW.CAPFLEETUPFITTERS.COM

Page 1

HOUSTON LOCATION
6015 N SHEPHERD DRIVE
HOUSTON, TX 77018
832-203-5658



QUOTE

Date 10/19/2016
Quote # CAPQ13441

Job : BURNET PD
Project : TAHOE
Employee N... Tim Rainwater

Part #	Qty	Description	Unit Price	Total
INSPECT	1	ALL CAP FLEET INSTALLATIONS COME WITH AGENCY LIFETIME WARRANTY	30.00	30.00
				2,315.00

This quote is good for 30 days from date of quote.



Total	\$10,896.39
--------------	--------------------

TEMPLE LOCATION
4715 S GENERAL BRUCE DRIVE
TEMPLE, TX 76502
254-773-1959

HOUSTON LOCATION
6015 N SHEPHERD DRIVE
HOUSTON, TX 77018
832-203-5658

WWW.CAPFLEETUPFITTERS.COM

QUOTE# 002A-Q61749

CONTRACT PRICING WORKSHEET

End User: CITY OF BURNET	Contractor: CALDWELL COUNTRY
Contact Name: GENE COURTNEY	CALDWELL COUNTRY
Email: GCOURTNEY@CITYOFBURNET.COM	Prepared By: Averyt Knapp
Phone #: 512-756-2402 830-798-4769 -CELL	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City & State: BURNET, TX	Fax #: 979-567-0853
Date Prepared: SEPTEMBER 19, 2016	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #430-13	Tax ID # 14-1856872
Product Description: 2017 CHEVROLET 2500HD SILVERADO 4X2 REG CAB CC25903	

A Base Price & Options:

\$35,923

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X2-REGULAR CAB, 56" CAB TO AXLE, 9,300#GVWR, 6.0LV8- GAS, 6-SPD AUTOMATIC, 4.10 LOCKING REAR AXLE DIFFERENTIAL, FULL SIZE SPARE TIRE AND WHEEL, VINYL SEAT, AIR CONDITION, AMFM- STEREO, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER TOW MIRRORS, KEYLESS ENTRY, OEM INTEGRATED TRAILER BRAKE CONTROLLER, KNAPHEIDE 696J1 SERVICE BODY, 3 COMPARTMENTS PER SIDE, 14.6" DEEP COMPARTMENTS, STANDARD SHELIVING, DIVIDERS, 49" WIDE FLOOR IN FRONT OF CARGO AREA, A RASIED SUBFLOOR TO BE COMPLETELY SEAM WLEDED TO CARGO AREA WALLS, DRILL DRAIN HOLES IN FLOOR AND FRONT BULKHEAD TO PREVENT STANDING WATER, 3EA 8" PVC TUBES INSTALLED IN SUB FLOOR ACCESSABLE FROM EITHER FRONT COMPARTMENT FOR THE STORAGE OF HOT	INCL			

	STICKS INSIDE FRONT DOORS LINED WITH PLASTIC PANELS TO PREVENT CONTACT OF HOT STICKS WITH ANY METAL, 8" TREADPLATE BHUMPER, CLASS V HITCH W-7 WAY PLUG, KNAPHEIDE BODY STYLE LADDER RACK, , WHITE OUTSIDE PAINT, FORGED D-RINGS SURFACE MOUNTED IN CARGO FLOOR, FULL CARGO AREA SPRAY BEDLINER, INSTALL LED COMPARTMENT LIGHTING WITH SINGLE DASH SWITCH				
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
Subtotal B					INCL
C Unpublished Options					
Code	Description	Cost	Code	Description	Cost
Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D					INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)					\$35,923
Quantity Ordered					1
Subtotal E					\$35,923
F Non-Equipment Charges (Trade-In, Warranty, Etc...)					
BUY BOARD					\$400
G. Color of Vehicle: WHITE					
H. Total Purchase Price (E+F)					\$36,323
Estimated Delivery Date:					120-150 DAYS APPX

QUOTE# 001-Q64510

CONTRACT PRICING WORKSHEET

End User: CITY OF BURNET STREETS		Contractor: CALDWELL COUNTRY			
Contact Name: JONNY SIMONS		CALDWELL COUNTRY			
Email: JSIMONS@CITYOFBURNET.COM		Prepared By: Averyt Knapp			
Phone #: 512-756-2402 830-743-7597 -C		Email: aknapp@caldwellcountry.com			
Fax #:		Phone #: 979-567-6116			
Location City & State: BURNET, TX		Fax #: 979-567-0853			
Date Prepared: OCTOBER 30, 2016		Address: P. O. Box 27, Caldwell, TX 77836			
Contract Number: BUY BOARD #430-13		Tax ID # 27-3037856			
Product Description: 2017 FORD F450 REG CAB 4X2 F4G					
A Base Price & Options:			\$50,591		
B Fleet Quote Option:					
Code	Description	Cost	Code	Description	Cost
	4X2-REGULAR CAB, 84" CAB TO AXLE, 16,500#GVWR, 6.7L- DIESEL, 6-SPD AUTOMATIC, 4.10 LIMITED SLIP REAR AXLE, FULL SIZE SPARE TIRE AND WHEEL, 40-20-40 VINYL BENCH, FULL RUBBER FLOOR, AIR CONDITION, AMFM- STEREO, TILT, POWER WINDOWS, POWER LOCKS, POWER TRAILER TOW MIRRORS, KEYLESS ENTRY, OEM INTEGRATED TRAILER BRAKE CONTROLLER, HD FRONT SUSPENSION, RUGBY FDS-11-3 11' DROP SIDE DUMP BODY, CAPACITY 3 OR 4 YARD W/12.5" DROP DOWN SIDES, DOUBLE SIWNG TAIL GATE, 10 GA HIGH GRADE STEEL SIDES AND ENDS, 10 GA HIGH GRADE STEEL FLOOR, 3" STRUCTURAL STEEL CROSSMEMEBS ON 16" CENTERS, 5" STRUCTURAL CHANNEL LONGITUDINAL, FULLY BOXED PERIMETER TAILGATE WITH TWO VERTICAL BRACES, 6" VERTICAL SIDE BRACES, 94" OD WIDTH, 1/4" CAB SHIELD WITH WINDOW, 1"	INCL			

	DIAMETER TOP AND BOTTOM HINGE PINS, RUGBY SR4016ED ELEC/HYD CLASS 40 HOIST, INCLUDES SUBFRAME WITH PENDANT CONTROL, PAINT BODY TOP AND BOTTOM BLACK, CLASS V REAR HITCH W-7 WAY PLUG				
	FORD WARRANTY 5YR/60,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
Subtotal B					INCL
C Unpublished Options					
Code	Description	Cost	Code	Description	Cost
Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D					INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)					\$50,591
Quantity Ordered					1
Subtotal E					\$50,591
F Non-Equipment Charges (Trade-In, Warranty, Etc...)					
BUY BOARD					\$400
G. Color of Vehicle: WHITE					
H. Total Purchase Price (E+F)					\$50,991
Estimated Delivery Date:					120-150 DAYS APPX



Administration

ITEM 4.10

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

Agenda Item Brief

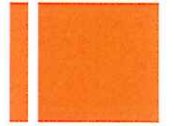
Meeting Date:	November 8, 2016
Agenda Item:	Discuss and consider action: Call for residential housing projects for City owned property located at the corner of Westfall and Cemetery Streets: D. Vaughn
Background:	The City has received multiple inquiries from developers interested in possibly developing the 13 acres owned by the City at the corner of Westfall and Cemetery Streets.
Information:	Due to possible interest from multiple developers, staff recommends the issuance of a call for projects (attached) to receive proposals regarding the development of the property.
Fiscal Impact:	To be determined.
Recommendation:	Staff requests a motion to approve a call for projects for the development of the 13 acres located at the corner of Westfall and Cemetery Streets for single and/or multi-family housing.

City of Burnet



Capital Projects
Fiscal Year 2016-2017

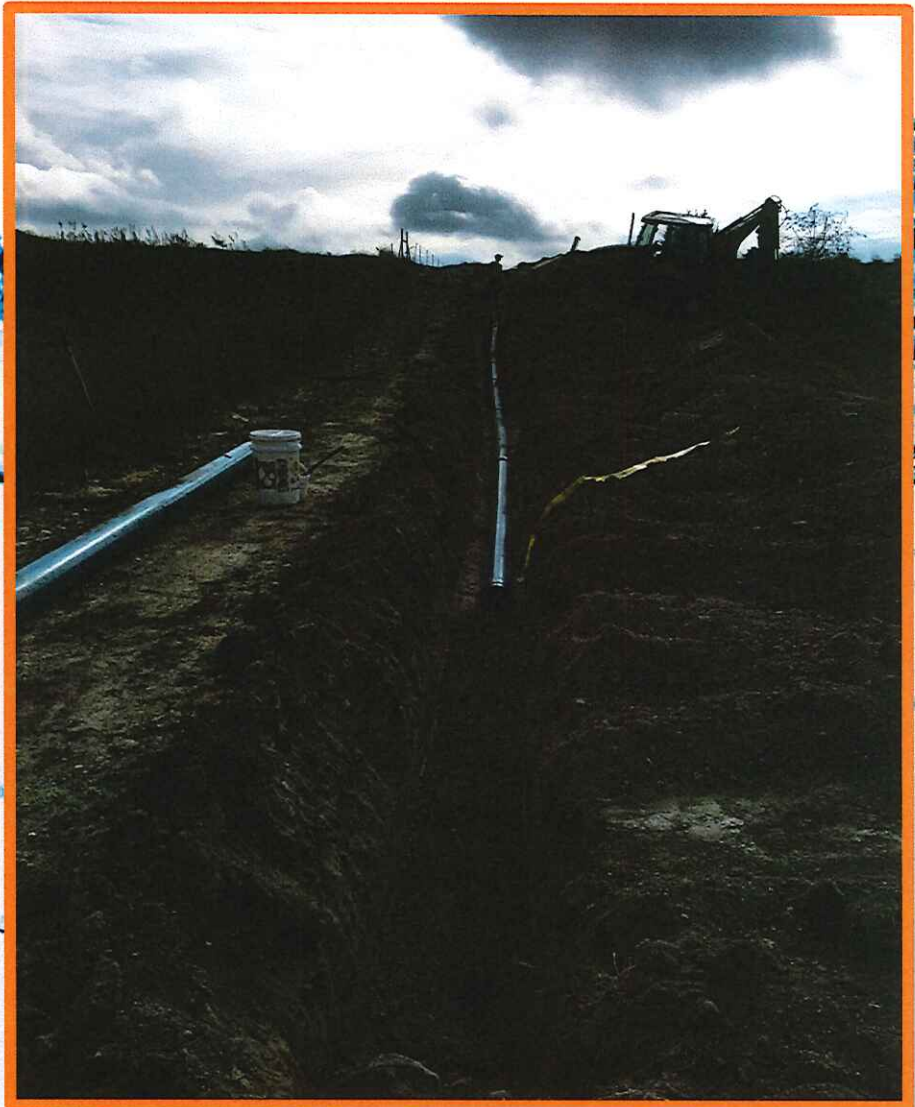
W/WW DEPARTMENT



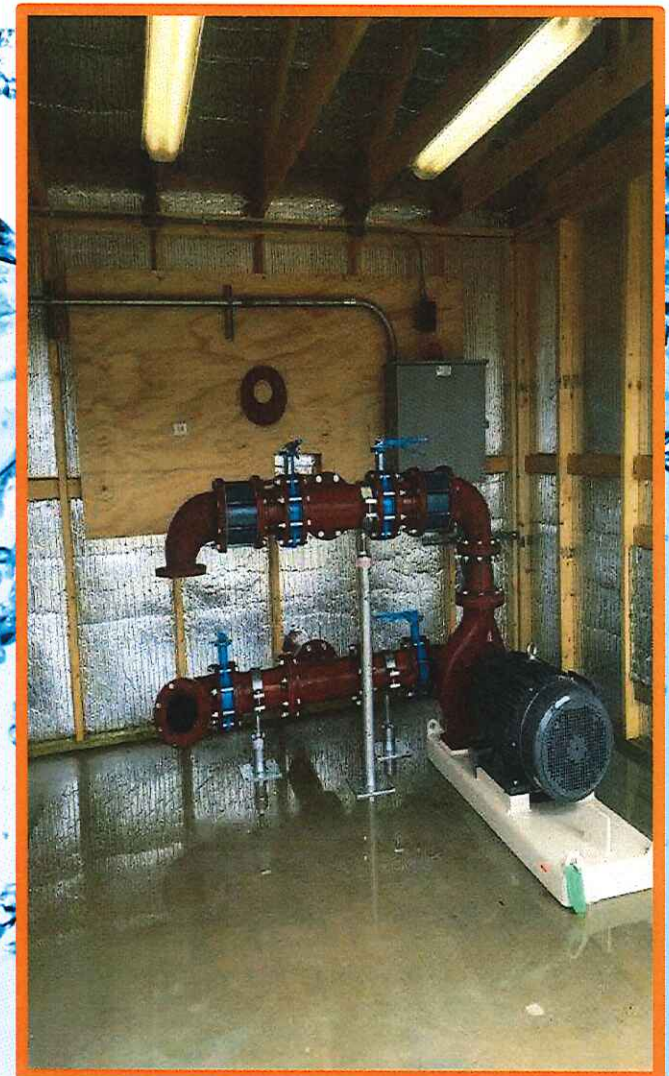
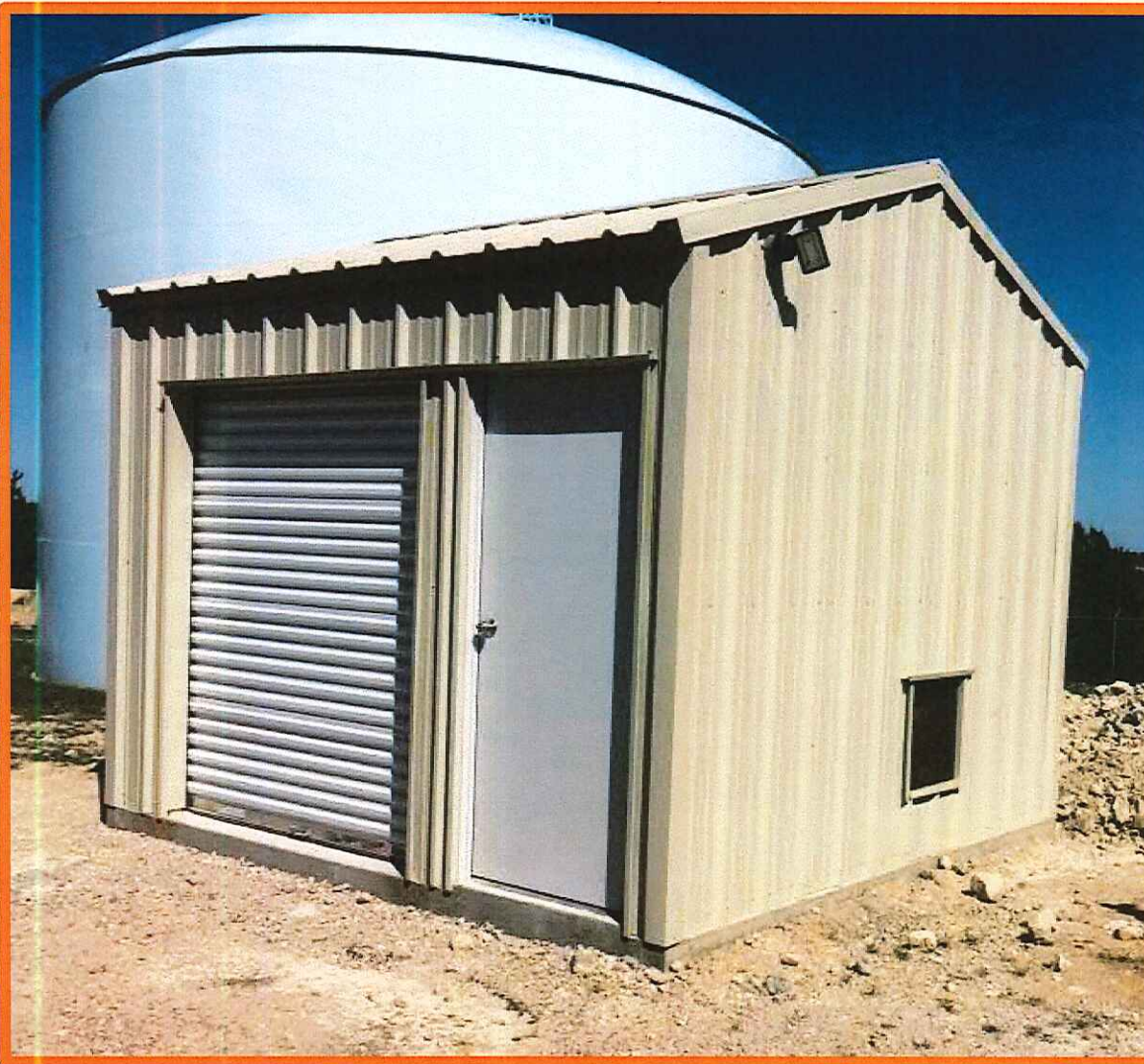
Pond B



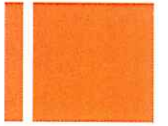
Airy Mountain



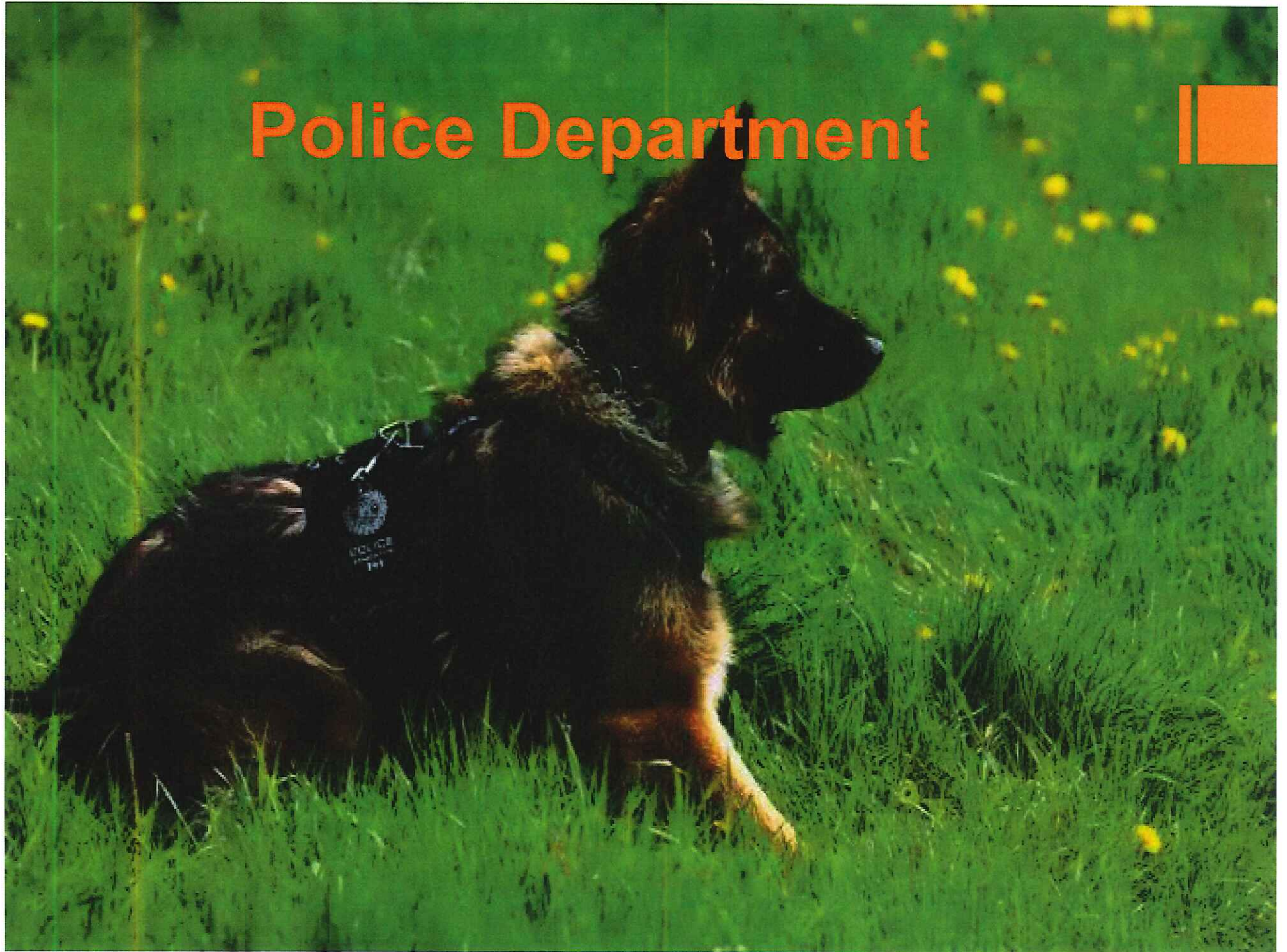
West Tank Pump Station



South 281 W/WW Extension



Police Department



Police Department / K-9 Update

- Mark Edwards has been chosen to be the K-9 officer for the police department.
- Officer Edwards has been with the department for approximately years, and was chosen after going through a very detailed interview process.
- Officer Edwards is scheduled to attend K-9 training in early part of 2017.
- There are no other trainings available in 2016 at the training facility that the Police Department will be using for the K-9.

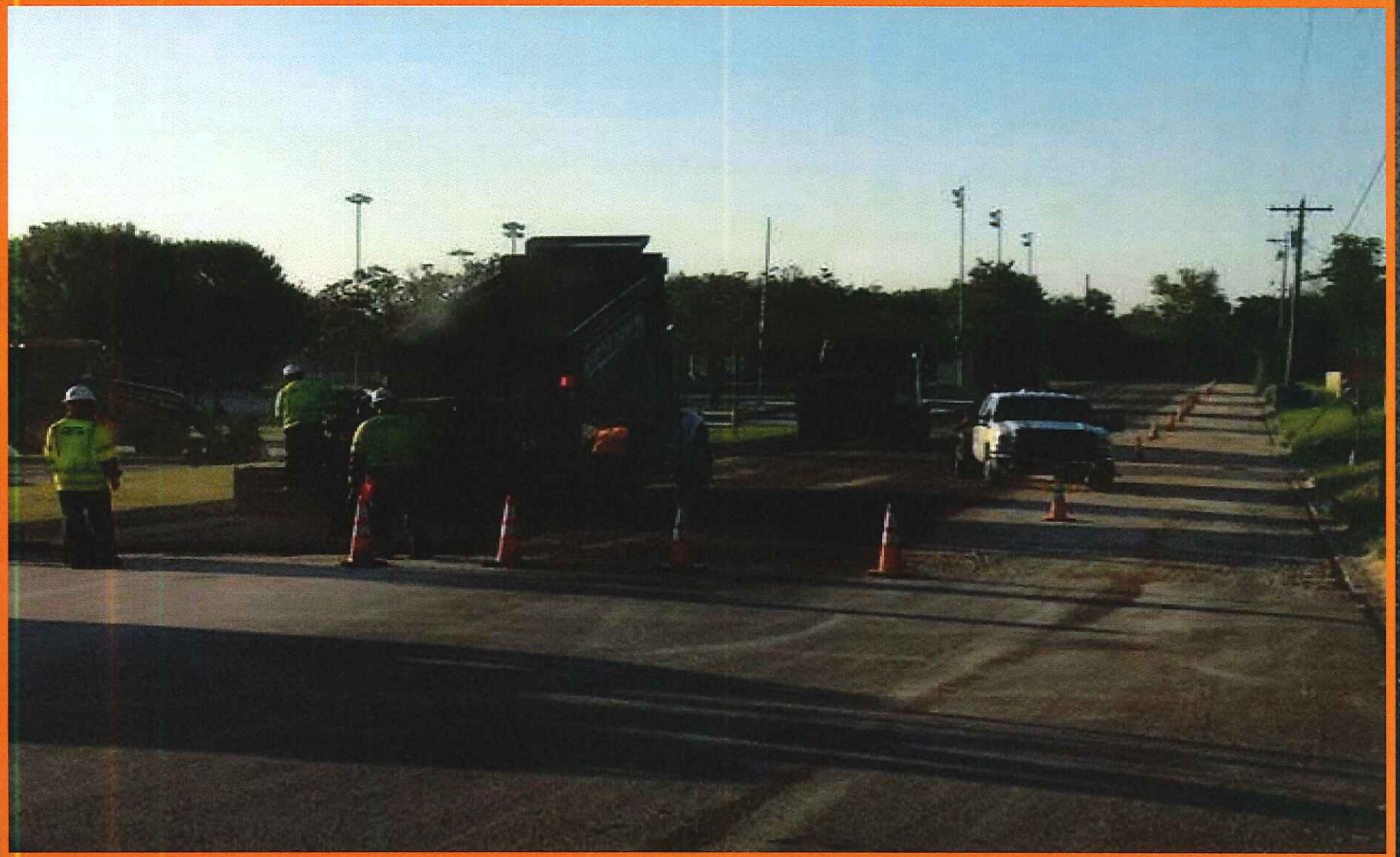
Police Department / Radio Update

- Motorola radios are currently being tested by patrol officers, at this time the Motorola radios are working in several different locations that the Kenwood radios are not working.
- We are requesting Burnet County to use the radio maintenance money, to pay for the reprogramming of all of the City of Burnets hand held radios at a cost of approximately \$1800 dollars.
- The testing will continue until we are satisfied on what hand held radio is the safest for the Burnet PD/FD.

Street Department



Street Department



Street Department



Street Department



Electric Department



ITEM 5.1(B.3)

FINANCIAL REPORT SEPTEMBER 2016

						BUDGET vs ACTUAL REPORT 09/30/16							
		2015-2016 BUDGET	YTD 09/30/2016	% of BUDGET	Target	Over/Under	YTD 09/30/15	YTD BUDGET	YTD 09/30/2016	Variance	MTD BUDGET	MTD 09/30/2016	Variance
GOVERNMENTAL ORGANIZATIONAL UNIT													
General Fund													
Operating Revenues	\$	9,478,683	\$ 9,583,846	101%	100%	1%	\$ 9,503,998	\$ 9,478,683	\$ 9,583,846	101%	\$ 885,432	\$ 832,068	94%
Use of Fund Balance	\$	3,177,559	\$ 1,928,329	61%	100%		\$ 443,757	\$ 3,177,559	\$ 1,928,329	61%	\$ 294,797	\$ 298,677	113%
Operating Expenses	\$	11,053,157	\$ 10,650,416	96%	100%	-4%	\$ 8,854,385	\$ 11,053,157	\$ 10,650,416	96%	\$ 908,300	\$ 1,037,561	114%
Debt Service	\$	1,051,559	\$ -	0%	100%	-100%	\$ 44,536	\$ 1,051,559	\$ -	0%	\$ -	\$ -	0%
Total Expense	\$	12,104,716	\$ 10,650,416	88%	100%	-12%	\$ 8,898,921	\$ 12,104,716	\$ 10,650,416	88%	\$ 908,300	\$ 1,037,561	114%
Operating Profit/Loss	\$	551,526	\$ 859,759	156%	100%	56%	\$ 1,048,834	\$ 551,526	\$ 859,759	156%	\$ 241,929	\$ 93,184	39%
Golf Course Fund													
Operating Revenues	\$	1,459,508	\$ 1,420,345	97%	100%	-3%	\$ 1,398,893	\$ 1,459,508	\$ 1,420,345	97%	\$ 101,370	\$ 95,270	94%
Operating Expenses	\$	1,531,086	\$ 1,477,163	96%	100%	-4%	\$ 1,532,514	\$ 1,531,086	\$ 1,477,163	96%	\$ 131,893	\$ 129,809	98%
Debt Service	\$	-	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	0%
Total Expense	\$	1,531,086	\$ 1,477,163	96%	100%	-4%	\$ 1,532,514	\$ 1,531,086	\$ 1,477,163	96%	\$ 131,893	\$ 129,809	98%
Operating Profit/Loss	\$	(71,578)	\$ (56,818)	79%	100%	-21%	\$ (133,621)	\$ (71,578)	\$ (56,818)	79%	\$ (30,523)	\$ (34,539)	113%
General Government Capital Fund													
Revenue	\$	600,000	\$ 451,000										
Use of Loan Proceeds	\$	-	\$ -	0%									
Use of Fund Balance - General Fund	\$	1,806,000	\$ 1,625,913	90%									
Expenses	\$	2,406,000	\$ 2,076,913	86%									
Capital Project Gain/Loss	\$	-	\$ -										
Golf Course Capital Project Fund													
Contributions	\$	-	\$ -	0%									
Use of Fund Balance - General Fund	\$	300,000	\$ 295,035	98%									
Expenses	\$	300,000	\$ 295,035	98%									
Capital Project Gain/Loss	\$	-	\$ -										
ORGANIZATIONAL UNIT NET CHANGE		\$ 479,948	\$ 802,941				\$ 915,213						
ELECTRIC ORGANIZATIONAL UNIT													
Electric Fund													
Operating Revenues	\$	9,787,274	\$ 8,549,233	87%	100%	-13%	\$ 9,953,558	\$ 9,787,274	\$ 8,549,233	87%	\$ 887,456	\$ 796,384	90%
Use of Fund Balance	\$	87,500	\$ 44,199		100%		\$ 9,766	\$ 87,500	\$ 44,199	51%	\$ 7,292	\$ 14,419	198%
Operating Expenses	\$	9,168,523	\$ 7,767,510	85%	100%	-15%	\$ 9,076,199	\$ 9,168,523	\$ 7,767,510	85%	\$ 858,515	\$ 859,124	100%
Debt Service	\$	65,871	\$ 65,868	100%	100%	0%	\$ 131,483	\$ 65,871	\$ 65,868	100%	\$ 5,489	\$ 5,489	100%
Total Expense	\$	9,234,394	\$ 7,833,378	85%	100%	-15%	\$ 9,207,682	\$ 9,234,394	\$ 7,833,378	85%	\$ 864,004	\$ 864,613	100%
Operating Profit/Loss	\$	640,380	\$ 760,054	119%	100%	19%	\$ 755,642	\$ 640,380	\$ 760,054	119%	\$ 30,743	\$ (53,810)	-175%
Transfer Out	\$	(96,000)	\$ (44,199)	0%	100%	-100%	\$ (9,766)	\$ (96,000)	\$ (44,199)	46%	\$ (8,000)	\$ (14,419)	180%
Operating Profit/Loss	\$	544,380	\$ 715,855	131%	100%	31%	\$ 745,876	\$ 544,380	\$ 715,855	131%	\$ 22,743	\$ (68,229)	-300%
Electric Capital Project Fund													
Contributions	\$	87,500	\$ 10,794	12%	0%	12%							
Use of Fund Balance - Electric Fund	\$	96,000	\$ 44,199	46%	0%	46%							
Expenses	\$	183,500	\$ 54,993	30%	0%	30%							
Capital Project Gain/Loss	\$	-	\$ -	0%	0%	0%							
ORGANIZATIONAL UNIT NET CHANGE		\$ 544,380	\$ 715,855				\$ 745,876	\$ 544,380	\$ 715,855	131%	\$ 22,743	\$ (68,229)	-300%

FINANCIAL REPORT SEPTEMBER 2016

	2015-2016 BUDGET	YTD 09/30/2016	% of BUDGET	Target	Over/Under
WATER/WASTEWATER ORGANIZATIONAL UNIT					
Water/Wastewater					
Operating Revenues	\$ 4,049,700	\$ 4,033,495	100%	100%	0%
Use of Fund Balance	\$ 344,500	\$ 331,805	96%	100%	
Operating Expenses	\$ 2,660,695	\$ 2,422,840	91%	100%	-9%
Debt Service	\$ 1,032,472	\$ 1,029,474	100%	100%	0%
Transfer Out	\$ 344,500	\$ 331,805	96%	100%	-4%
Total Expense	\$ 4,037,667	\$ 3,784,118	94%	100%	-6%
Operating Profit/Loss	\$ 356,533	\$ 581,181	163%	100%	63%
Water/Wastewater Capital Fund					
Revenues	\$ 50,000	\$ 109,997	220%		
Use of Water Fund - Fund Balance	\$ 344,500	\$ 331,805	96%		
Use of Fund Balance	\$ 42,500	\$ 47,000	111%		
Use of Water Impact Fees	\$ 75,000	\$ 66,091	88%		
Use of Loan Proceeds	\$ 2,120,710	\$ 1,518,833	72%		
Expenses	\$ 2,632,710	\$ 1,979,584	75%		
Capital Project Gain/Loss	\$ -	\$ 94,142			
ORGANIZATIONAL UNIT NET CHANGE	\$ 356,533	\$ 675,323			
AIRPORT ORGANIZATIONAL UNIT					
Airport Fund					
Revenues	\$ 697,430	\$ 610,450	88%	100%	-18%
Use of Fund Balance	\$ 50,000	\$ 3,335	0%	10%	-10%
Operating Expenses	\$ 590,601	\$ 422,328	72%	100%	-28%
Debt Service	\$ 23,380	\$ 23,315	100%	100%	0%
Total Expense	\$ 613,981	\$ 445,643	73%	100%	-27%
Operating Profit/Loss	\$ 133,449	\$ 168,142	126%	100%	
Transfer Out - Cap Fund	\$ (50,000)	\$ (3,335)	7%		
Transfer In	\$ -	\$ -	0%		
Net Profit/Loss	\$ 83,449	\$ 164,807	197%		
Airport Capital Fund					
Revenues	\$ 50,000	\$ 3,335			
Expenses	\$ 50,000	\$ 3,335			
Capital Project Gain/Loss	\$ -	\$ -			
ORGANIZATIONAL UNIT NET CHANGE	\$ 83,449	\$ 164,807			

BUDGET vs ACTUAL REPORT 09/30/16										
YTD 09/30/15	YTD BUDGET	YTD 09/30/2016	Variance	MTD BUDGET	MTD 09/30/2016	Variance				
\$ 4,070,878	\$ 4,049,700	\$ 4,033,495	100%	\$ 373,077	\$ 386,351	104%				
\$ 673,026	\$ 344,500	\$ 331,805	96%	\$ 28,708	\$ (211,955)	-738%				
\$ 2,493,951	\$ 2,660,695	\$ 2,422,840	91%	\$ 234,865	\$ 191,140	81%				
\$ 1,027,173	\$ 1,032,472	\$ 1,029,474	100%	\$ 86,039	\$ 85,790	100%				
\$ 673,026	\$ 344,500	\$ 331,805	96%	\$ 28,708	\$ (211,955)	-738%				
\$ 4,194,150	\$ 4,037,667	\$ 3,784,118	94%	\$ 349,613	\$ 64,975	19%				
\$ 549,754	\$ 356,533	\$ 581,181	163%	\$ 52,172	\$ 109,421	210%				
\$ 82,345	\$ 50,000	\$ 109,997		\$ 4,167	\$ 23,017					
\$ 673,026	\$ 344,500	\$ 331,805		\$ 28,708	\$ (211,955)					
\$ -	\$ 42,500	\$ 47,000		\$ 3,542	\$ 47,000					
\$ 78,078	\$ 75,000	\$ 66,091		\$ 6,250	\$ 66,091					
\$ 1,753,345	\$ 2,120,710	\$ 1,518,833		\$ 176,726	\$ 385,460					
\$ 2,504,449	\$ 2,632,710	\$ 1,979,584		\$ 219,392	\$ 302,452					
\$ 82,345	\$ -	\$ 94,142		\$ 0	\$ 7,162					
\$ 632,098	\$ 356,533	\$ 675,323		\$ 52,172	\$ 116,582					
\$ 666,846	\$ 742,430	\$ 610,450	82%	\$ 78,380	\$ 49,099	63%				
\$ 94,965	\$ 5,000	\$ 3,335	67%	\$ 4,167	\$ -	0%				
\$ 546,220	\$ 590,601	\$ 422,328	72%	\$ 42,199	\$ 38,474	91%				
\$ 24,080	\$ 23,380	\$ 23,315	100%	\$ 1,948	\$ 1,943	100%				
\$ 570,300	\$ 613,981	\$ 445,643	73%	\$ 44,148	\$ 40,417	92%				
\$ 191,510	\$ 133,449	\$ 168,142	126%	\$ 38,399	\$ 8,682	23%				
\$ (94,965)	\$ (50,000)	\$ (3,335)	7%	\$ (4,167)	\$ -	0%				
\$ -	\$ -	\$ -	0%	\$ -	\$ -	0%				
\$ 96,545	\$ 83,449	\$ 164,807	197%	\$ 34,233	\$ 8,682	25%				

FINANCIAL REPORT SEPTEMBER 2016

OTHER ORGANIZATIONAL UNITS

Hotel/Motel Fund

Operating Revenues
Operating Expenses
Net Profit/Loss

2015-2016 BUDGET	YTD 09/30/2016	% of BUDGET	Target	Over/Under
\$ 286,000	\$ 153,932	54%	100%	-46%
\$ 283,640	\$ 94,039	33%	100%	-67%
\$ 2,360	\$ 59,893			
\$ 6	\$ 9,559	119487%		
\$ -	\$ -	0%		
\$ 8	\$ 9,559			
\$ 936,600	\$ 844,183	90%		
\$ 865,000	\$ 558,696			
\$ 1,478,050	\$ 1,009,955	68%		
\$ 323,560	\$ 392,794			
\$ 1,123,723	\$ 1,119,396	100%	100%	0%
\$ 1,122,658	\$ 1,120,790	100%	100%	0%
\$ 1,065	\$ (1,393)			
\$ 700,874	\$ 685,536	98%		
\$ 1,052,000	\$ 983,380	93%		
\$ (351,128)	\$ (297,844)			
\$ 357,751	\$ 379,066	106%	1%	105%
\$ 357,751	\$ 357,702	100%	100%	0%
\$ -	\$ 21,364			

Tech Fund

Revenue
Expenses
Net Profit/Loss

Economic Development

Operating Revenues
Use of Fund Balance
Operating Expenses
Net Profit/Loss

Debt Service Fund

Operating Revenues
Operating Expenses
Net Profit/Loss

Self Funded Equipment

Operating Revenues
Operating Expenses
Net Profit/Loss

Interest & Sinking Fund

Operating Revenues
Operating Expenses
Net Profit/Loss

BUDGET vs ACTUAL REPORT 09/30/16

YTD 09/30/15	YTD BUDGET	YTD 09/30/2016	Variance	MTD BUDGET	MTD 09/30/2016	Variance
\$ 128,907	\$ 286,000	\$ 153,932	64%	\$ 14,596	\$ 7,268	50%
\$ 90,685	\$ 283,640	\$ 94,039	33%	\$ 39,060	\$ 12,731	33%
\$ 38,042	\$ 2,360	\$ 59,893		\$ (24,484)	\$ (5,453)	
\$ 493	\$ 8	\$ 9,559		\$ 0	\$ 10	
\$ -	\$ -	\$ -		\$ -	\$ -	
\$ 493	\$ 8	\$ 9,559		\$ 0	\$ 10	
\$ 685,255						
\$ 48,142						
\$ 434,257						
\$ 277,139						
\$ 1,661,192	\$ 1,123,723	\$ 1,119,396	100%	\$ 93,495	\$ 93,278	100%
\$ 1,268,361	\$ 1,122,658	\$ 1,120,790	100%	\$ 124,933	\$ 124,926	100%
\$ 392,831	\$ 1,065	\$ (1,393)		\$ (31,437)	\$ (31,648)	
\$ 538,695						
\$ 418,761						
\$ 119,935						
\$ 378,252						
\$ 327,185						
\$ 51,066						

CASH AND INVESTMENTS COMPARISON - SEPTEMBER 30, 2016

CASH AND INVESTMENTS	BALANCE 09/30/2013	BALANCE 09/30/2014	BALANCE 09/30/2015	BALANCE 09/30/2016	INTEREST RATE EARNED
Operating Cash	\$ 3,162,914.32	\$ 2,887,077.60	\$ 4,214,761.74	\$ 3,940,168.20	0.1000%
M/M 2329 Golf Course Petty Cash	\$ 1,392.89	\$ 2,160.12	\$ 640.30	\$ 1,538.27	0.0000%
M/M 2535 Operating Reserve	\$ 1,330,922.01	\$ 1,357,785.80	\$ 1,379,074.52	\$ 1,381,842.78	0.1000%
TOTAL CASH AND INVESTMENTS	\$ 4,495,229.22	\$ 4,247,023.52	\$ 5,594,476.56	\$ 5,323,549.25	
Restricted Accounts	BALANCE 09/30/2013	BALANCE 09/30/2014	BALANCE 09/30/2015	BALANCE 09/30/2016	
M/M 1453 Bond Reserves	\$ 91,718.76	\$ 467,634.43	\$ 432,946.11	\$ 431,553.00	0.2000%
M/M 2188 Self Funded	\$ 777,659.84	\$ 778,293.85	\$ 811,004.29	\$ 514,678.09	0.2000%
M/M 2451 Construction Acct.	\$ 43,931.63	\$ 210,845.21	\$ 95,109.27	\$ 89,926.31	0.2000%
M/M 2543 Airport Reserve	\$ 991,387.47	\$ 216,719.03	\$ 282,681.17	\$ 433,248.61	0.2000%
M/M 2592 BEDC	\$ 461,701.26	\$ 609,848.78	\$ 844,514.36	\$ 690,127.86	0.1000%
M/M 2402 Hotel/Motel	\$ 181,594.99	\$ 226,816.27	\$ 294,077.49	\$ 317,228.19	0.2000%
MM 3012 PEG 1% Franchise Fee	\$ 31,525.71	\$ 38,249.78	\$ 46,598.27	\$ 54,915.90	0.1000%
MM 2493 Municipal Court	\$ 38,745.80	\$ 31,473.65	\$ 31,967.13	\$ 68,394.48	0.2000%
MM 2485 PD Seizure	\$ 2,190.47	\$ 2,234.68	\$ 2,269.55	\$ 2,274.10	0.2000%
M/M 2501 CIP	\$ 1,366,656.34	\$ 226,198.21	\$ 65,985.89	\$ -	0.2000%
M/M 2576 Interest & Sinking Acct.	\$ 32,686.61	\$ 20,769.69	\$ 71,836.14	\$ 93,200.34	0.2000%
ACCT# 2675 PD Explorer Program	\$ -	\$ -	\$ -	\$ 13,402.19	0.0000%
ACCT# 2691 FD Explorer Program	\$ -	\$ -	\$ -	\$ 10,138.68	0.0000%
TWDB Texpool #7	\$ 7,787,670.74	\$ 1,932,087.93	\$ 1,017,270.98	\$ 170,297.84	0.3514%
TWDB Texpool #5	\$ 171,845.20	\$ 425,217.74	\$ 125,360.97	\$ 106,259.68	0.3514%
MM 2519 Impact Fee Water	\$ 123,896.20	\$ 68,991.03	\$ 131,606.76	\$ 122,878.18	0.2000%
MM 2584 Impact Fee Wastewater	\$ 12,775.27	\$ 40,175.88	\$ 18,604.25	\$ 12,733.84	0.2000%
TOTAL RESTRICTED ACCOUNTS	\$ 12,115,986.29	\$ 5,295,556.16	\$ 4,271,832.63	\$ 3,121,257.29	
TOTAL ALL ACCOUNTS	\$ 16,611,215.51	\$ 9,542,579.68	\$ 9,886,309.19	\$ 8,444,806.54	

NET +/-

OVERALL CASH \$ (1,421,502.65)
SEPT 2015 VS SEPT 2016

RESERVE GOALS:

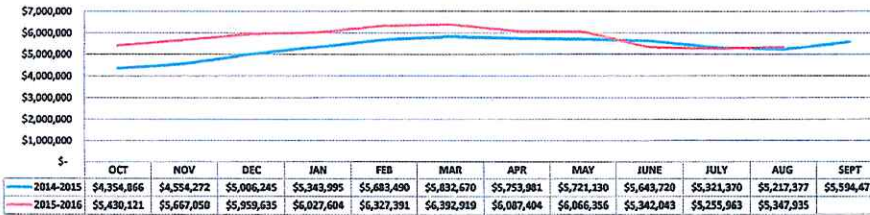
75 DAY	\$ 2,595,423.34	\$ 2,728,125.91	**
90 DAY	\$ 3,115,005.42	\$ 2,208,542.84	**

** \$148716.49 belongs to the Airport

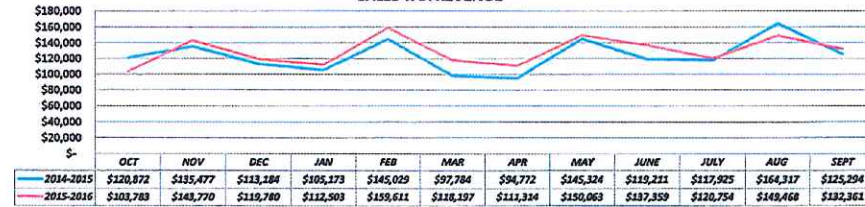
Cornie Maxwell
Investment Officer

Patricia Langford
Investment Officer

TOTAL UNRESTRICTED CASH RESERVES



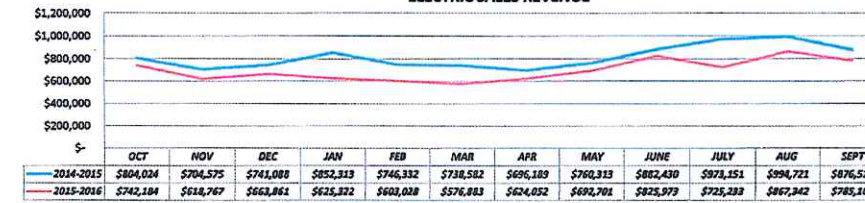
SALES TAX REVENUE



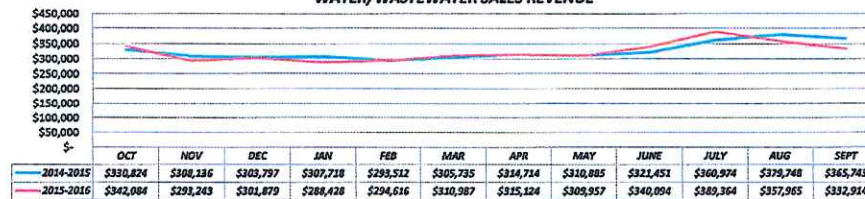
PROPERTY TAX REVENUE



ELECTRIC SALES REVENUE

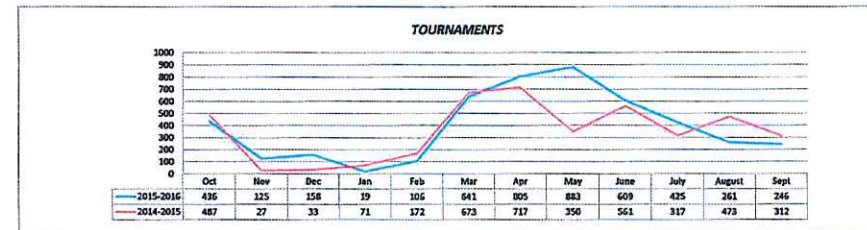
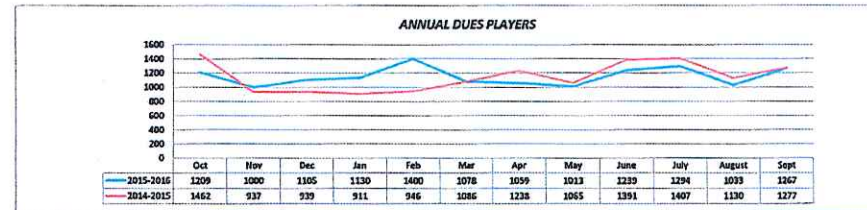
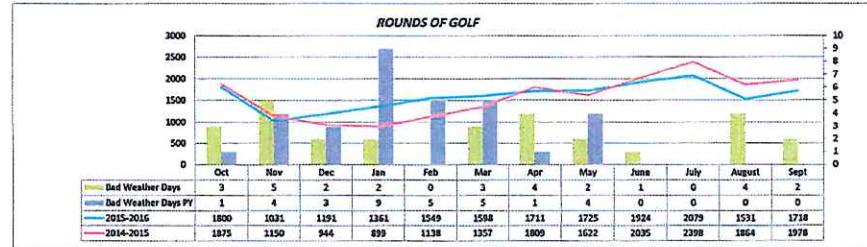


WATER/WASTEWATER SALES REVENUE

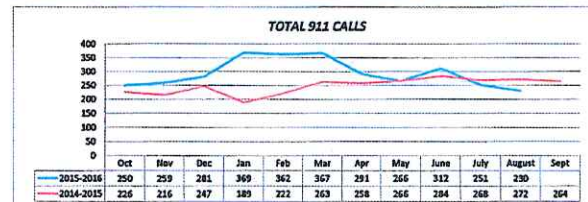
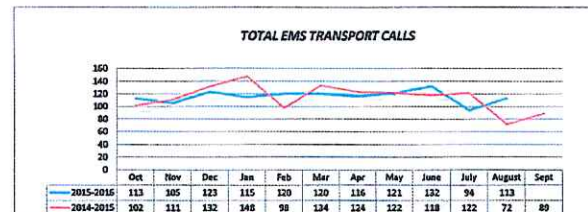
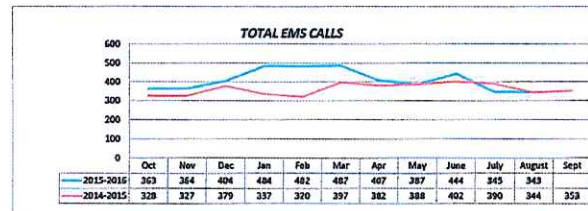
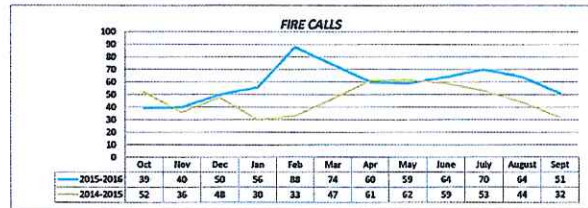


Golf Course Statistics

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	August	Sept	YTD
Rounds of Golf*	1800	1031	1191	1361	1549	1598	1711	1725	1924	2079	1531	1718	19218
Rounds of Golf PY	1873	1150	944	899	1138	1357	1809	1622	2035	2398	1864	1978	19069
Tournaments	436	125	158	19	106	641	805	883	609	425	261	246	4714
Tournaments PY	487	27	33	71	172	673	717	350	561	317	473	312	4193
Annual Dues Players	1209	1000	1105	1130	1400	1078	1059	1013	1239	1294	1033	1267	13627
Annual Dues Players PY	1462	937	939	911	946	1086	1238	1065	1391	1407	1130	1277	13789
Bad Weather Days	3	5	2	2	0	3	4	2	1	0	4	2	28
Bad Weather Days PY	1	4	3	9	5	5	1	4	0	0	0	0	32



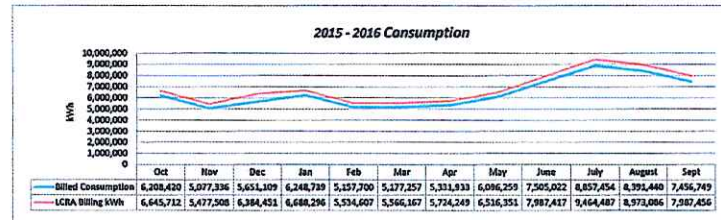
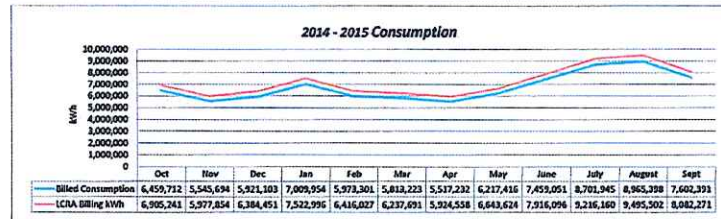
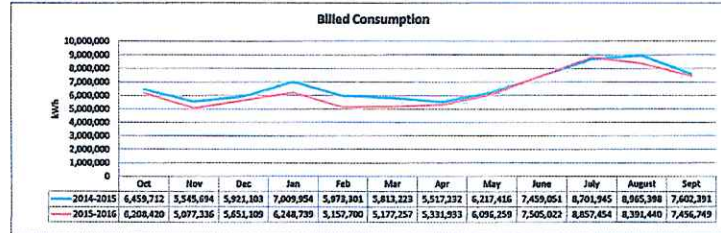
Fire Department Statistics														
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	August	Sept	YTD	
Fire 2015-2016														
# Calls City*	39	40	50	56	88	74	80	59	64	70	84	51	715	
Fire 2014-2015														
# Calls City*	52	36	48	30	33	47	61	62	59	53	44	32	557	
EMS 2015-2016														
# 911 Calls	250	259	281	369	362	367	291	268	312	251	230		3,238	
# Transport	113	105	123	115	120	120	118	121	132	94	113		1,272	
TOTAL EMS CALLS	363	364	404	484	482	487	407	387	444	345	343		4,510	
EMS 2014-2015														
# 911 Calls	228	216	247	189	222	263	258	266	284	268	272	264	2,975	
# Transport	102	111	132	148	98	134	124	122	118	122	72	89	1,372	
TOTAL EMS CALLS	328	327	379	337	320	397	382	388	402	390	344	353	4,347	



Electric Department Statistics

2014-2015	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	August	Sept	YTD
Customers	2,951	2,912	2,933	2,937	2,937	2,913	2,947	2,929	2,939	2,936	2,942	2,923	
Billed Consumption	6,459,712	5,545,694	5,921,103	7,009,954	5,973,301	5,813,223	5,517,232	6,217,416	7,459,051	8,701,945	8,965,398	7,602,391	81,188,420
Demand Consumption	15,220	14,643	13,983	15,192	15,072	15,125	13,598	14,630	14,423	15,750	22,092	18,894	189,237
LCRA Billing kWh	6,905,241	5,977,854	6,384,451	7,622,908	6,419,027	6,237,891	5,924,558	6,643,624	7,916,096	9,216,160	9,495,502	8,082,271	88,722,471
LCRA Billing Dollars	\$ 503,020	\$ 450,334	\$ 472,015	\$ 535,060	\$ 473,486	\$ 485,514	\$ 432,825	\$ 471,217	\$ 530,628	\$ 570,347	\$ 584,246	\$ 515,034	\$ 6,012,648
Cost per kWh	\$ 0.0728	\$ 0.0755	\$ 0.0741	\$ 0.0711	\$ 0.0738	\$ 0.0746	\$ 0.0731	\$ 0.0709	\$ 0.0680	\$ 0.0669	\$ 0.0665	\$ 0.0637	
	62.58%	63.92%	63.81%	62.76%	63.44%	63.03%	62.17%	61.90%	61.84%	58.81%	58.73%	58.70%	61.54%

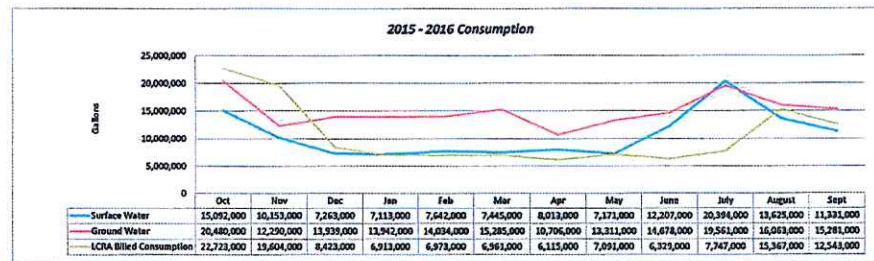
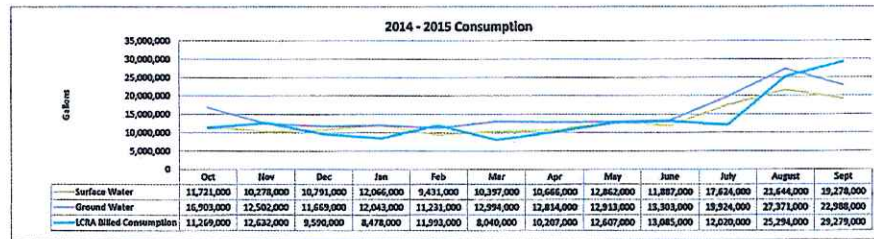
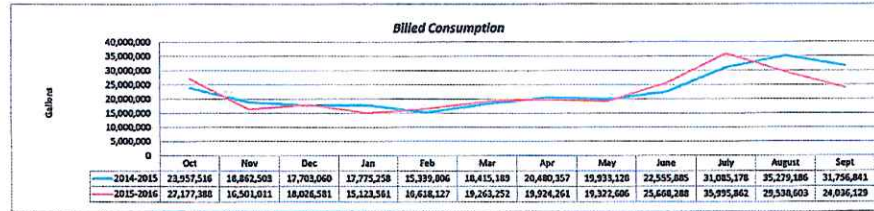
2015-2016	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	August	Sept	YTD
Customers	2,949	2,949	2,953	2,959	2,981	2,989	2,991	2,971	2,922	3,002	2,999	3,003	
Billed Consumption	6,208,420	5,977,336	5,651,109	6,248,739	5,157,700	5,177,257	5,331,933	6,096,259	7,505,022	8,857,454	8,391,440	7,456,749	77,159,418
Demand Consumption	14,978	13,847	13,432	13,369	13,310	13,264	13,791	14,223	14,488	14,986	15,404	14,952	170,113
LCRA Billing kWh	6,645,712	5,477,508	6,384,451	6,688,296	5,534,607	5,566,167	5,724,249	6,516,351	7,987,417	9,464,487	8,973,086	7,987,456	82,949,787
LCRA Billing Dollars	\$ 447,184	\$ 382,074	\$ 472,015	\$ 350,188	\$ 369,219	\$ 331,814	\$ 370,499	\$ 407,441	\$ 477,623	\$ 502,924	\$ 479,125	\$ 437,661	\$ 4,799,784
Cost per kWh	\$ 0.0673	\$ 0.0639	\$ 0.0741	\$ 0.0494	\$ 0.0651	\$ 0.0599	\$ 0.0647	\$ 0.0625	\$ 0.0598	\$ 0.0559	\$ 0.0534	\$ 0.0548	
	60.25%	61.75%	71.24%	52.80%	59.73%	57.54%	59.37%	58.02%	57.83%	41.77%	55.24%	55.74%	57.48%



Water Department Statistics

2014-2015	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	August	Sept	YTD
Customers	2,320	2,297	2,313	2,318	2,318	2,313	2,320	2,320	2,327	2,237	2,247	2,328	
Billed Consumption	23,857,518	18,862,503	17,703,080	17,775,258	15,339,008	18,415,189	20,480,357	19,833,126	22,555,885	31,085,178	35,279,186	31,756,841	273,143,997
Surface Water	11,721,000	10,278,000	10,781,008	12,066,000	9,431,000	10,397,000	10,866,000	12,882,000	11,687,000	17,624,000	21,644,000	19,278,000	158,645,000
Ground Water	10,803,000	12,502,000	11,009,000	12,043,000	11,231,000	12,014,000	12,814,000	12,915,000	13,365,000	19,824,000	27,371,000	22,088,000	186,655,000
LCRA Billed Consumption	11,269,000	12,632,000	9,590,000	8,478,000	11,893,000	8,040,000	10,207,000	12,607,000	13,085,000	12,620,000	25,294,000	19,278,000	184,494,000
LCRA Billed Dollars	\$ 5,222	\$ 5,854	\$ 4,444	\$ 4,653	\$ 9,441	\$ 4,518	\$ 4,482	\$ 6,771	\$ 7,627	\$ 6,455	\$ 13,584	\$ 15,724	\$ 85,078

2015-2016	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	August	Sept	YTD
Customers	2,347	2,342	2,348	2,352	2,350	2,361	2,374	2,364	2,374	2,381	2,384	2,386	
Billed Consumption	27,177,388	18,501,011	18,026,581	15,123,581	16,818,127	19,263,252	19,924,261	19,322,686	25,068,288	35,995,862	29,538,603	24,036,129	267,195,689
Surface Water	15,092,000	10,153,000	7,263,000	7,113,000	7,642,000	7,445,000	8,013,000	7,171,000	12,207,000	20,394,000	13,628,000	11,331,000	127,449,000
Ground Water	20,480,000	12,290,000	15,839,000	13,942,000	14,034,000	15,285,000	10,706,000	13,311,000	14,678,000	19,561,000	16,063,000	15,281,000	179,570,000
LCRA Billed Consumption	22,723,000	18,604,000	8,423,000	6,913,000	6,973,000	6,961,000	6,115,000	7,091,000	6,321,000	7,747,000	15,367,000	12,541,000	128,789,000
LCRA Billed Dollars	\$ 12,204	\$ 10,528	\$ 4,524	\$ 3,078	\$ 3,103	\$ 3,008	\$ 2,721	\$ 3,155	\$ 2,816	\$ 3,447	\$ 6,838	\$ 5,581	\$ 81,092



Burnet Police Department
School Resource Officer Stats
2016-2017 School Year

Offense	HIGH SCHOOL			MIDDLE SCHOOL			ELEMENTARY			RJ RICHEY			QUEST			YTD				
	Aug	Sep	Oct	Aug	Sep	Oct	Aug	Sep	Oct	Aug	Sep	Oct	Aug	Sep	Oct		1st	2nd	3rd	4th
	1st			1st			1st			1st			1st				Quarter	Quarter	Quarter	Quarter
Assault	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2	2	0	0	0
Theft	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Disorderly Conduct	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	3	3	0	0	0
POH	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Poss Dang Drug	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
POCS	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0
Disturbance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Disruption Of Class	0	1	0	0	1	1	0	0	1	0	0	0	0	0	0	4	4	0	0	0
Prohibited Weapons	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Abandoned Vehicle	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0
Suspicious Vehicle	0	0	0	1	3	1	0	0	0	0	0	0	0	0	0	5	5	0	0	0
Suspicious Activity	0	2	2	0	1	0	0	0	0	0	0	0	0	0	0	5	5	0	0	0
WIP School Property	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	3	3	0	0	0
WIC School Property	0	1	0	0	3	0	0	0	0	0	0	0	0	0	0	4	4	0	0	0
Possession Tobacco	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	2	2	0	0	0
Assist Principals	1	5	0	2	5	2	0	0	0	0	0	0	1	1	0	17	17	0	0	0
Special Event	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Right Choices Talk	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Assist Canine Unit	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	2	2	0	0	0
Assist Outside Agency	0	0	1	0	0	0	0	0	0	0	0	0	1	0	0	2	2	0	0	0
Accidents School Prop	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Disruption Transportation	0	1	0	2	2	1	0	0	0	0	0	0	0	0	0	6	6	0	0	0
Found Property	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Terr. Threat	0	1	1	1	1	4	0	0	0	0	0	0	0	0	0	8	8	0	0	0
Harassment	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0
Criminal Trespassing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Alarm	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0
Trespass Warnings	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0
Student Leaving Campas	0	0	3	0	0	0	0	0	0	1	0	0	0	0	0	4	4	0	0	0
Reckless Driver	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Possible Child Abuse	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Burglary of Campus	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Criminal Mischief	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0
Bomb Threat	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	1	0	0	0
Follow-up	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Assist Student Teacher	0	1	0	0	3	0	0	0	0	0	0	1	0	0	0	5	5	0	0	0
Shattered Dreams	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
911 Call/Hand-up	0	1	1	0	1	0	0	0	0	0	0	0	0	0	0	3	3	0	0	0
EMS Calls	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0
Animal Call	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Public Intoxication	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2	2	0	0	0
Assist Teacher	0	1	0	0	4	0	0	0	0	0	0	0	0	0	0	5	5	0	0	0
Welfare Check	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0
Mental Health Issues	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0
TOTAL	1	19	15	8	10	10	0	0	1	1	0	1	2	1	0	92	92	0	0	0

Burnet Police Department
SCHOOL RESOURCE OFFICER STATS
2015-2016 SCHOOL YEAR

Offense	HIGH SCHOOL			MIDDLE SCHOOL			ELEMENTARY			RJ RICHEY			QUEST			Offense	1st Quarter
	Aug	Sep	Oct	Aug	Sep	Oct	Aug	Sep	Oct	Aug	Sep	Oct	Aug	Sep	Oct		
Assault	0	0	0	0	2	1	0	3	0	0	1	2	0	0	1	Assault	10
Theft	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	Theft	1
Disorderly Conduct	0	1	0	0	1	1	0	0	0	0	0	0	0	0	0	Disorderly Conduct	4
POM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	POM	0
Poss Dang Drug	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Poss Dang Drug	0
POCS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	POCS	0
Disturbance	0	0	2	0	0	0	0	1	0	0	0	0	0	0	0	Disturbance	3
Disruption Of Class	0	0	2	0	3	1	0	0	1	0	1	0	0	0	0	Disruption Of Class	8
Prohibited Weapons	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	Prohibited Weapons	1
Abandoned Vehicle	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Abandoned Vehicle	0
Suspicious Vehicle	0	0	1	1	0	1	0	0	0	1	0	0	0	0	0	Suspicious Vehicle	4
Suspicious Activity	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	Suspicious Activity	1
MIP School Property	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	MIP School Property	0
MIC School Property	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	MIC School Property	1
Possession Tobacco	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	Possession Tobacco	2
Assist Principals	0	5	4	0	1	2	0	0	0	0	0	0	0	0	1	Assist Principals	13
Special Event	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Special Event	0
Right Choices Talk	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	Right Choices Talk	1
Assist Canine Unit	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	Assist Canine Unit	2
Assist Outside Agency	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	Assist Outside Agency	1
Accidents School Prop	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	Accidents School Prop	3
Disruption Transportation	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	Disruption Transportation	1
Found Property	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Found Property	0
Terr. Threat	0	1	3	0	0	0	0	0	0	0	0	0	0	0	0	Terr. Threat	4
Harassment	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	Harassment	1
Criminal Trespassing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	Criminal Trespassing	2
Alarm	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	Alarm	1
Trespass Warnings	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	Trespass Warnings	1
Student Leaving Campus	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	Student Leaving Campus	2
Reckless Driver	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Reckless Driver	0
Possible Child Abuse	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Possible Child Abuse	0
Burglary of Campus	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Burglary of Campus	0
Criminal Mischief	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	Criminal Mischief	1
Bomb Threat	0	0	1	0	0	0	0	1	0	0	0	0	0	0	0	Bomb Threat	2
Follow-up	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Follow-up	0
Assist Student Teacher	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	Assist Student Teacher	1
Shattered Dreams	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	Shattered Dreams	1
911 Call/Hang-up	3	3	3	0	0	1	0	0	0	0	0	0	0	0	0	911 Call/Hang-up	10
EMS Calls	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	EMS Calls	1
Animal Call	1	3	0	0	1	0	0	0	0	1	0	0	0	0	0	Animal Call	6
Public Intoxication	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	Public Intoxication	1
Assist Teacher	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Assist Teacher	0
Welfare Check	0	0	1	3	1	5	0	1	0	0	0	0	0	0	0	Welfare Check	11
Mental Health Issues	0	4	0	1	0	1	0	1	1	0	2	0	0	0	0	Mental Health Issues	10
Other	0	4	0	1	0	1	0	1	1	0	2	0	0	0	0	Other	10
TOTAL	4	28	28	6	10	16	0	8	4	1	7	2	0	4	3	TOTAL	121