



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

Notice is hereby given that a **Regular Council Meeting** will be held by the governing body of the City of Burnet on the **28th day of June 2022** at **6:00 p.m.** in the City of Burnet Council Chambers located at 2402 S. Water Street (Hwy 281 South, Burnet Municipal Airport) Burnet, Tx.

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

The following subjects will be discussed, to-wit:

CALL TO ORDER:

ROLL CALL:

INVOCATION:

PLEDGES (US & TEXAS):

1. SPECIAL REPORTS/RECOGNITION:

- 1.1) Burnet Police Department Procedures Report: B. Lee
- 1.2) Water and Wastewater Quarterly Update Report: A. Burdell
- 1.3) May 2022 Financial Update Report: P. Langford

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 June 14, 2022, Regular City Council Meeting Minutes

3. PUBLIC HEARINGS/ACTION: None

4. ACTION ITEMS:

4.1) Discuss and consider action: Administrative Services Agreement and Self-Directed Brokerage Account Addendum, between City of Burnet, Texas and Mission Square Retirement for Deferred Compensation Plan: K. Sames

4.2) Discuss and consider action: Appointment of two Commissioners to the Housing Authority of the City of Burnet: K. Dix

4.3) Discuss and consider action: Appointment of members to the City of Burnet Planning and Zoning Commission: K. Dix

4.4) Discuss and consider action: Appointment of members to the City of Burnet Zoning Board of Adjustments: K. Dix

4.5) Discuss and consider action: Appointment of members to the Burnet Economic Development Corporation (BEDC): K. Dix

4.6) Discuss and consider action: Appointment of members to the Burnet Airport Advisory Board: K. Dix

4.7) Discuss and consider action: Appointment of members to the Burnet Historic and Preservation Board: K. Dix

4.8) Discuss and consider action: Request to purchase Oxygen Forensics software and computer to conduct forensic evaluation of cellular phones for the Burnet Police Department: B. Lee

4.9) Discuss and consider action: Purchase of two Frazer Type 1 Ambulances: M. Ingram

4.10) Discuss and consider action: Purchase of five Zoll Auto Pulse Resuscitation Systems: M. Ingram

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

6. ADJOURN:

Dated this the 23rd day of June 2022

**CITY OF BURNET
CRISTA GOBLE BROMLEY, MAYOR**

I, the undersigned authority, do hereby certify that the above NOTICE OF MEETING of the governing body of the above named City, BURNET, is a true and correct copy of said NOTICE and that I posted a true and correct copy of said NOTICE on the bulletin board, in the City Hall of said City, BURNET, TEXAS, a place convenient and readily accessible to the general public at all times, and said NOTICE was posted on June 23, 2022 at or before 6 o'clock p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

Kelly Dix, City Secretary

NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS:

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

RIGHT TO ENTER INTO EXECUTIVE SESSION:

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

City of Burnet
Water and Wastewater
Progress Report
June 2022



Cues Camera Truck



Budgeted - \$225,000

Expense - \$226,500

Service Truck

Not yet ordered
Budget – \$80,000

Concept picture



Emergency Preparedness Plan

Senate Bill 3 Section 13.1394.

- Inks Lake WTP-priority
 - \$600,000
- Eaglesnest Pumpstation
 - Include generator with Storage Tank/Pump Upgrade
- East Tank Pumpstation
 - Include generator with pipeline extension/pressure tank/pump upgrades



TENTATIVE PROJECT SCHEDULE
FOR
EMERGENCY PREPAREDNESS PLAN
CITY OF BURNET
BURNET COUNTY, TEXAS
February 17, 2022

Task		2022												2023												2024												
		1/1	2/1	3/1	4/1	5/1	6/1	7/1	8/1	9/1	10/1	11/1	12/1	1/1	2/1	3/1	4/1	5/1	6/1	7/1	8/1	9/1	10/1	11/1	12/1	1/1	2/1	3/1	4/1	5/1	6/1	7/1	8/1	9/1	10/1	11/1	12/1	
EMERGENCY PREPAREDNESS PLAN REPORT																																						
1	Submit Report to TCEQ																																					
90 DAY EXTENTION																																						
1	90 DAY EXTENTION																																					
EMERGENCY PREPAREDNESS PLAN REPORT																																						
1	Ink's Lake WTP Upgrade																																					
2	East Tank Pump Station Upgrade																																					
3	Eagle's Nest Pump Station Upgrade																																					

Delaware Creek Lift Station Pump Upgrade

- Designed with the wrong size pumps
- Additional capacity for growth
- Add Generator
- No funds have been spent on this project as of this time.



East Tank Pumpstation



Eastside Commercial Park

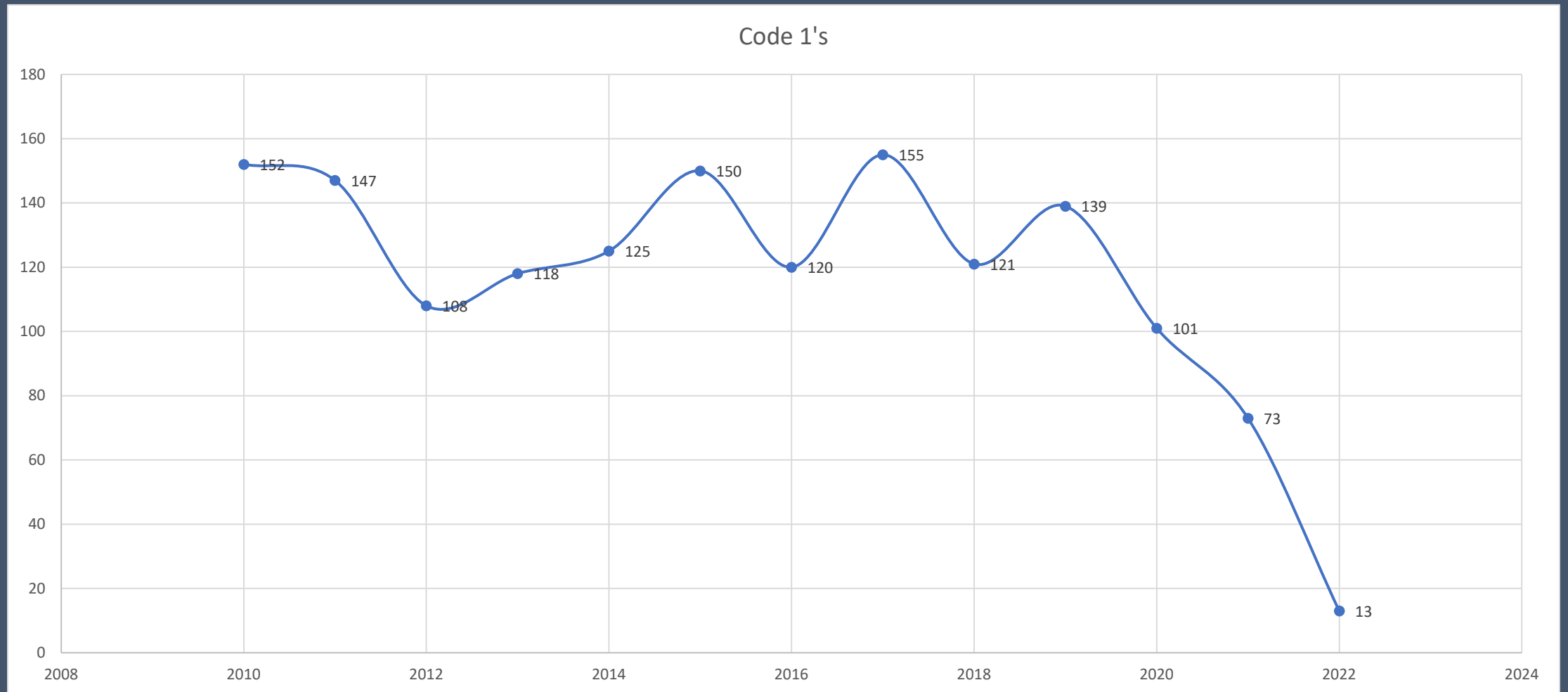
Wofford Street



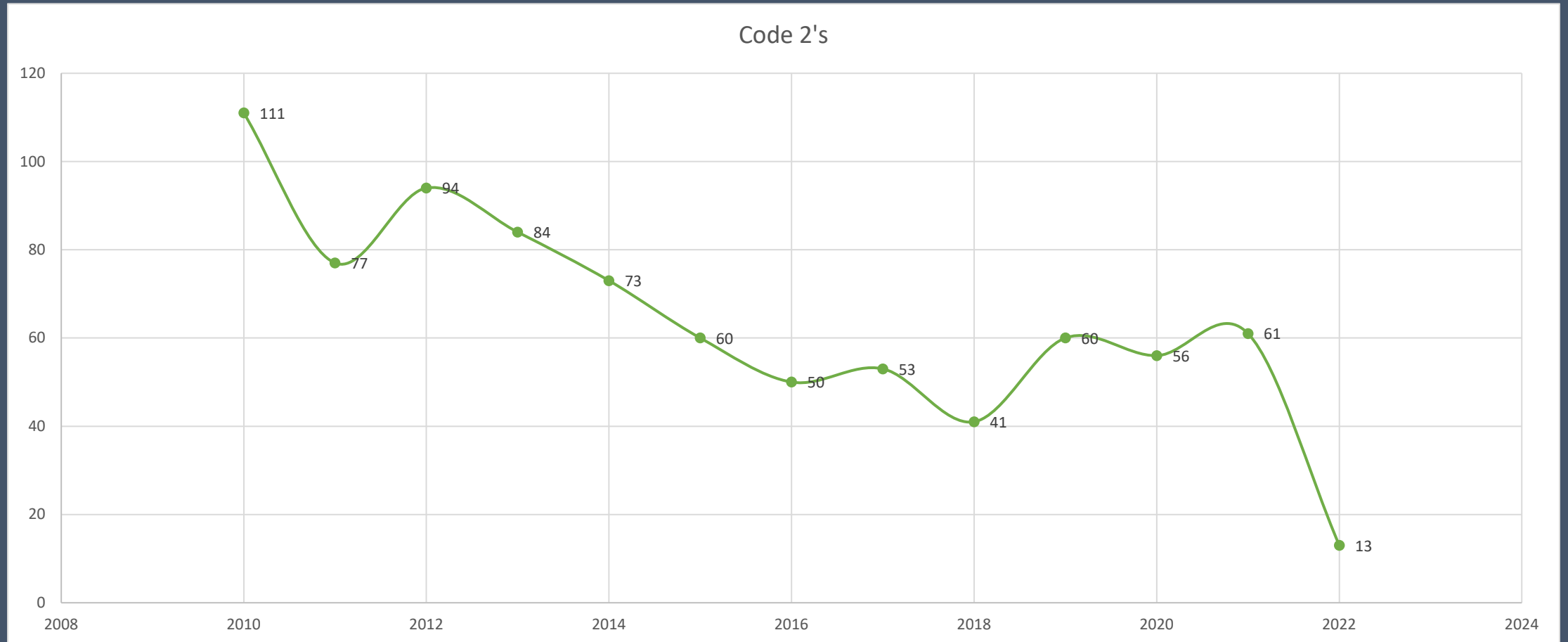
Eaglesnest Pumpstation



Code 1's 2010 - Current



Code 2's 2010 - Current



W/WW Staffing

The additional positions approved by Council have been filled as of June 6, 2022. The new employees are being trained and given classes for licensing and license upgrades as the classes become available

Questions?



CITY OF BURNET

FINANCIAL REPORT

FYTD MAY 2022

Bluebonnet Capital of Texas - Lakes, Hills, History

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	CITY OF BURNET FYTD MAY FINANCIAL SUMMARY	FY 2022
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GENERAL FUND

The General Fund is showing a year-to-date profit of \$1,672,074 which is better than expected for this time mainly because of strong revenue collections.

The General Fund's primary revenues include:

- **Property tax collections** – tracking ahead of our target budget for this time at 99% and have increased by over \$198,000 compared to last year.
- **Sales tax collections** - have continued to trend upward. They have increased by 17% or \$264,000 compared to last year and are tracking above our target budget by over \$157,000.
- **EMS transport collections** - have increased by over \$133,000 compared to last year and are tracking above our target budget by almost \$132,000.
- **Transfers In from other funds** - on track with our budget target for this time at 63% and have increased by over \$90,000 compared to last year.

The General Fund expenditures in total are on track for this time at 66% of budget.

GOLF COURSE

The Golf Course is showing a year-to-date profit of \$281,031 which is a \$115,000 improvement over this time last year.

Revenues are tracking higher than expected mainly because Green Fee/Cart Rental revenues have continued to increase. The number of Green Fee Rounds played is consistent with last year, but the average Green Fee "Revenue per Round" has increased from \$32.45 to \$37.41. Compared to this time last year Green Fee/Cart Rental revenues have increased by almost \$120,000.

Expenses in total are on track for this time at 68% of budget.

ELECTRIC FUND

The Electric fund is showing a year-to-date profit of \$261,455. Electric Consumption for May was much higher than anticipated and year to date consumption is now up over 5% compared to last year. The year-to-date net profit is up \$64,000 compared to this time last year.

Compared to budget, both revenues and expenses in total are on track for this time of year.

	CITY OF BURNET FYTD MAY FINANCIAL SUMMARY	FY 2022
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WATER/WASTEWATER

The Water/Wastewater fund is showing a year-to-date profit of \$468,629. Water Consumption for May was much higher than anticipated and year to date consumption is now up over 6% compared to last year. The year-to-date net profit is up almost \$75,000 compared to this time last year mainly because of increasing revenues.

Compared to budget, revenues are on track for the period and expenses are tracking better than expected mainly because of savings in personnel costs.

AIRPORT

The Airport Fund is showing a year-to-date profit of \$150,219 which is better than expected for this period because of increasing fuel sales. Compared to last year, Avgas gallons sold have increased by 23% and jet gallons sold have increased by 51%.

UNRESTRICTED CASH RESERVES

Total unrestricted cash for the City as of May 31, 2022 was \$7,795,187. That is \$3,573,187 above our 90-day required reserve amount.

In addition to the unrestricted cash balance, the City has \$3,578,677 remaining in accounts that are “restricted by council”. Those accounts include the self-funded equipment reserve, capital equipment reserve, LCRA credit reserve, and the \$793,921 received from the American Rescue Plan.

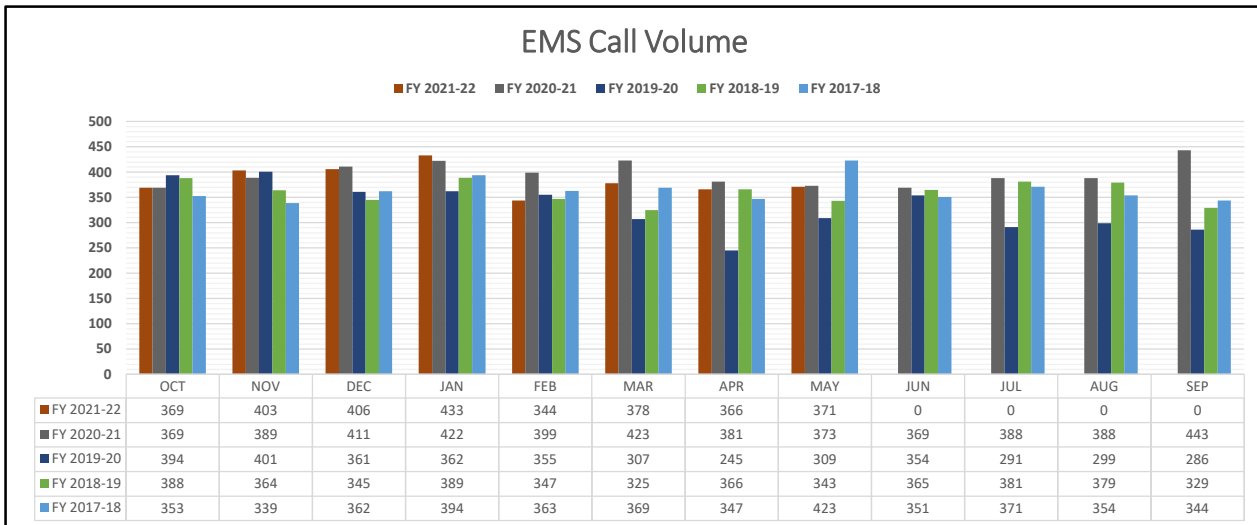
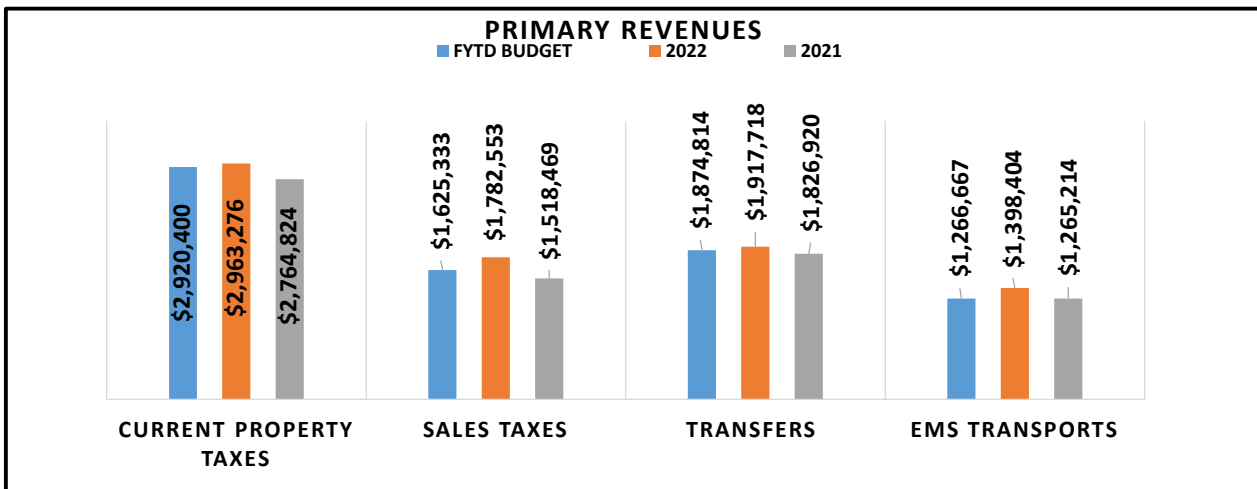
As of May 31, 2022, the City has \$3,307,245 remaining in capital projects to be funded from the unrestricted cash reserves.

GENERAL FUND DASHBOARD

FYTD MAY 2022

CURRENT RESULTS COMPARISON

	ANNUAL BUDGET	ACTUAL FYTD MAY 2022	% OF BUDGET	PY BUDGET 2020 -2021	ACTUAL FYTD MAY 2021	% OF BUDGET
REV (net of cogs/tourn exp)	\$ 13,098,563	\$ 10,075,127	77%	\$ 11,834,714	\$ 9,210,752	78%
EXPENSES	12,641,112	8,403,053	66%	11,488,859	7,756,173	68%
PROFIT (LOSS)	\$ 457,451	\$ 1,672,074		\$ 345,855	\$ 1,454,579	



	Transports
FYTD 2022	3,070
FYTD 2021	3,167
Increase (Decrease)	(97)

City of Burnet, Texas
General Fund
Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual (Unaudited)
FYTD MAY 2022

	67% of year complete					
	ANNUAL BUDGET 2021-2022	ACTUAL FYTD MAY 2022	% OF BUDGET	PY BUDGET 2020 -2021	PY ACTUAL FYTD MAY 2021	% OF BUDGET
REVENUE						
Ad valorem taxes	\$ 2,980,000	\$ 2,963,276	99%	\$ 2,820,000	\$ 2,764,824	98%
Sales taxes	2,438,000	1,782,553	73%	1,997,573	1,518,469	76%
Interfund Transfers	3,023,893	1,917,718	63%	2,936,301	1,826,920	62%
EMS Transports	1,900,000	1,398,404	74%	1,620,000	1,265,214	78%
Franchise and other taxes	155,000	148,034	96%	155,000	134,397	87%
Court Fines and Fees	130,000	77,121	59%	115,000	69,718	61%
Grants & Donations	10,200	15,697	154%	10,200	117,378	1151%
Licenses & Permits	132,200	166,659	126%	80,700	58,408	72%
Charges for Services	2,199,595	1,296,292	59%	1,960,640	1,138,357	58%
Other Revenue	129,675	309,372	239%	139,300	317,067	228%
Use of Fund Balance	2,028,500	1,105,688	55%	1,669,347	733,945	44%
Total Revenue	\$ 15,127,063	\$ 11,180,815	74%	\$ 13,504,061	\$ 9,944,698	74%
<i>Total Revenue less fund balance</i>	<i>\$ 13,098,563</i>	<i>\$ 10,075,127</i>	<i>77%</i>	<i>\$ 11,834,714</i>	<i>\$ 9,210,752</i>	<i>78%</i>
EXPENDITURES						
Personnel Services	\$ 8,255,643	\$ 5,304,282	64%	\$ 7,370,773	\$ 5,026,703	68%
Supplies & Materials	438,970	365,050	83%	427,850	278,755	65%
Repairs & Maint	543,700	392,312	72%	426,420	322,894	76%
Contractual Services	2,029,704	1,427,136	70%	1,959,812	1,332,552	68%
Other Designated Expenses	616,419	459,468	75%	560,930	396,688	71%
Transfers to Self-funded	486,909	324,605	67%	441,600	294,400	67%
Capital Outlay	-	11,765	-	-	-	-
Transfers to Golf Admin & Subsidy	269,767	118,436	44%	301,474	104,182	35%
Sub-total	\$ 12,641,112	\$ 8,403,053	66%	\$ 11,488,859	\$ 7,756,173	68%
CAPITAL/OTHER EXP (USES OF FUND BAL)						
Transfers - Capital/Other Uses of FB	2,028,500	1,105,688	55%	\$ 1,669,347	\$ 733,945	44%
	\$ 2,028,500	\$ 1,105,688	55%	\$ 1,669,347	\$ 733,945	44%
Total Expenditures	\$ 14,669,612	\$ 9,508,741	65%	\$ 13,158,206	\$ 8,490,119	65%
<i>Total Expenditures less Capital/Other</i>	<i>\$ 12,641,112</i>	<i>\$ 8,403,053</i>	<i>66%</i>	<i>\$ 11,488,859</i>	<i>\$ 7,756,173</i>	<i>68%</i>
NET CHANGE IN FUND BALANCE	\$ 457,451	\$ 1,672,074		\$ 345,855	\$ 1,454,579	

(0)

KEY VARIANCES - BUDGET vs ACTUAL (67% of Year Complete)

Revenues

- The bulk of property taxes are collected in December and January of each year.
- Franchise revenues are typically collected quarterly however the largest franchise fee is paid by Atmos annually in February (\$59,659.75) which is why the total is tracking above average for the period.
- Grant revenues are tracking higher than expected because we received \$7,864 from FEMA related to reimbursements from the 2018 flood that the City partnered on with the County.
- Licenses & Permits are tracking higher than the average because of an increase in rezones and permits mostly associated with the new subdivisions and the new student activity center.
- Other Revenues are tracking higher than expected mainly because we received \$43,382 in delinquent field rental fees from the YMCA, increasing cemetery plot sales and almost \$46,000 in delinquent property taxes and penalties.
- Use of Fund Balance offsets Transfers to Capital/Other Exp, therefore the net impact of these adjustments is zero.

Expenditures

- See Expenditures by Department/Category for more detail.

City of Burnet, Texas
General Fund
Expenditures by Department/Category
FYTD MAY 2022

		67% of year complete								
		ANNUAL BUDGET 2021-2022	ACTUAL FYTD MAY 2022	% OF BUDGET	PY BUDGET 2020 -2021	PY ACTUAL FYTD MAY 2021	% OF BUDGET			
EXPENDITURES (Less transfers to capital/other):										
City Council										
Supplies & Materials	\$	1,000	\$	1,088	109%	\$	1,200	\$	534	45%
Repairs & Maint		1,000		834	83%		1,000		731	73%
Contractual Services		6,720		4,850	72%		6,620		4,421	67%
Other Designated Expenses		5,575		8,203	147%		7,000		1,639	23%
Total Expenditures		14,295		14,974	105%		15,820		7,325	46%
General Administration										
Personnel Services		1,168,369		722,088	62%		1,005,400		702,997	70%
Supplies & Materials		27,000		15,271	57%		36,000		13,873	39%
Repairs & Maint		80,000		77,597	97%		78,000		70,783	91%
Contractual Services		236,995		166,882	70%		231,341		164,981	71%
Other Designated Expenses		398,234		291,412	73%		375,730		263,590	70%
Transfers to Golf Admin & Subsidy		269,767		118,436	44%		301,474		104,182	35%
Total Expenditures		2,180,365		1,391,686	64%		2,027,945		1,320,408	65%
Municipal Court										
Personnel Services		70,974		48,916	69%		34,109		24,432	72%
Supplies & Materials		750		538	72%		750		197	26%
Repairs & Maint		8,500		6,347	75%		5,500		8,016	146%
Contractual Services		14,800		10,402	70%		15,050		10,940	73%
Other Designated Expenses		4,350		3,597	83%		4,350		2,083	48%
Total Expenditures		99,374		69,799	70%		59,759		45,667	76%
Police/Animal Shelter/K-9										
Personnel Services		2,181,749		1,419,812	65%		2,003,758		1,363,791	68%
Supplies & Materials		94,900		74,211	78%		96,500		64,225	67%
Repairs & Maint		108,300		58,865	54%		80,420		66,253	82%
Contractual Services		206,400		145,422	70%		192,819		136,719	71%
Other Designated Expenses		93,200		87,764	94%		73,750		52,920	72%
Transfers to Self-funded		196,567		131,045	67%		136,806		91,204	67%
Total Expenditures		2,881,116		1,917,119	67%		2,584,053		1,775,111	69%
Fire/EMS										
Personnel Services		3,263,222		2,138,363	66%		2,999,966		2,117,428	71%
Supplies & Materials		194,500		149,729	77%		175,300		130,739	75%
Repairs & Maint		144,000		129,418	90%		118,000		103,574	88%
Contractual Services		301,650		188,777	63%		269,260		193,072	72%
Other Designated Expenses		56,500		40,506	72%		45,700		29,855	65%
Transfers to Self-funded		254,786		169,857	67%		289,004		192,669	67%
Total Expenditures		4,214,658		2,816,650	67%		3,897,230		2,767,337	71%
Streets										
Personnel Services		698,233		438,200	63%		571,925		332,003	58%
Supplies & Materials		41,500		58,657	141%		47,500		18,242	38%
Repairs & Maint		77,400		40,756	53%		70,000		30,982	44%
Contractual Services		8,500		3,857	45%		7,000		5,894	84%
Other Designated Expenses		2,350		3,678	157%		2,350		140	6%
Transfers to Self-funded		9,021		6,013	67%		-		-	
Total Expenditures		837,004		551,161	66%		698,775		387,261	55%
City Shop										
Personnel Services		76,326		51,973	68%		73,364		52,657	72%
Supplies & Materials		14,000		8,188	58%		14,000		7,973	57%
Repairs & Maint		13,000		7,810	60%		10,500		5,065	48%
Contractual Services		6,700		4,389	66%		6,700		3,755	56%
Other Designated Expenses		5,050		2,683	53%		5,050		3,936	78%
Total Expenditures		115,076		75,044	65%		109,614		73,386	67%
Sanitation										
Contractual Services		921,194		632,755	69%		881,822		593,072	67%
Other Designated Expenses		25,000		1,022	4%		20,000		19,612	98%
Total Expenditures		946,194		633,776	67%		901,822		612,684	68%

City of Burnet, Texas
General Fund
Expenditures by Department/Category
FYTD MAY 2022

67% of year complete						
	ANNUAL BUDGET 2021-2022	ACTUAL FYTD MAY 2022	% OF BUDGET	PY BUDGET 2020 -2021	PY ACTUAL FYTD MAY 2021	% OF BUDGET
EXPENDITURES (Less transfers to capital/other):						
Parks						
Personnel Services	502,366	307,376	61%	415,027	285,094	69%
Supplies & Materials	62,500	54,199	87%	52,500	41,359	79%
Repairs & Maint	102,250	63,120	62%	52,750	35,290	67%
Contractual Services	88,575	52,767	60%	130,700	81,509	62%
Other Designated Expenses	6,000	6,163	103%	7,000	7,847	112%
Transfers to Self-funded	26,535	17,690	67%	15,790	10,527	67%
Total Expenditures	788,226	501,315	64%	673,767	461,626	69%
Galloway Hammond						
Repairs & Maint	5,000	1,885	38%	5,000	281	6%
Contractual Services	100,000	66,667	67%	100,000	66,667	67%
Total Expenditures	105,000	68,552	65%	105,000	66,948	64%
Development Services						
Personnel Services	294,404	177,553	60%	267,224	148,301	55%
Supplies & Materials	2,820	3,170	112%	4,100	1,612	39%
Repairs & Maint	4,250	5,679	134%	5,250	1,920	37%
Contractual Services	138,170	150,369	109%	118,500	71,523	60%
Other Designated Expenses	20,160	14,440	72%	20,000	15,065	75%
Capital Outlay	-	11,765		-	-	#DIV/0!
Total Expenditures	459,804	362,976	79%	415,074	238,420	57%
TOTAL EXPENDITURES	\$ 12,641,112	\$ 8,403,053	66%	\$ 11,488,859	\$ 7,756,173	68%

KEY VARIANCES - BUDGET vs ACTUAL (67% of Year Complete)

Expenditures

- Council Expenses are tracking over budget mainly due to "travel and training" for TML which was held in October, and due to purchases of small capital equipment (camera equipment for council meetings).
- Admin R&M are tracking higher than average mainly because of the timing of the annual software payments. Annual maintenance for Tyler/Incode was paid in April.
- Admin Designated Expenses are tracking higher than average mainly because of the timing of the insurance and bond payments which are paid quarterly.
- Municipal Court R&M Software is tracking higher than the average because the annual software maintenance payment was made in April. Account is still on track for the year.
- Municipal Court Designated Expenses are tracking higher than expected due to the timing of Travel expenses. Both the Court Clerk and the Judge have completed the majority of their training for the year.
- Police Supplies and Materials are tracking higher than average mainly because of increasing fuel costs.
- Police Other Designated Expenses are tracking higher than the average because of the purchase of non-capital equipment and travel and training. Ballistic vests were purchased in October and additional weapons were purchased in November. Officers attended several trainings and programs including Police Week (honoring Jose Meza), Sergeant Academy, FTO training, and Detective school. In addition, Code Enforcement was moved from Development Svcs to PD and abatement expenses are tracking higher than expected because of a large clean up at a residence.
- Fire/EMS Supplies and Materials are tracking higher than average mainly because of increasing fuel costs.
- Fire/EMS Repairs and Maintenance are tracking higher than average mainly because they had to replace a Water Heater at Station 1, they paid for annual Fire reporting software maintenance in full in December, and had major repairs to Engine1, 2, and 3.
- Street Supplies and Materials are tracking higher than average because of the purchase of new Traffic control signs in October, an increase in Fuel costs mainly from hauling base to Rhomberg and Cemetery, and the purchase of salt supplies in January for icy roads.
- Street Designated Expenses are tracking higher than expected mainly due to the purchase of radios for the department. Overall, department is still on track.
- Parks Supplies and Materials are tracking higher than the average because of increasing fuel costs and the timing of the use of chemicals and fertilizers for the ball fields.
- Parks Other Designated expenses is tracking above average mainly due to the Rainbow Trout event that was held at Hamilton Creek.
- Development Services supplies are tracking higher than average mainly because of postage for a large mailout.
- Development Services R&M is tracking higher than average mainly due to the timing of the software maintenance payments.
- Development Services Contractual Services are tracking higher than expected because of increases in inspections and engineering services for development activity.
- Development Services Capital Outlay Expense is for the purchase of a new plotter needed for the department.

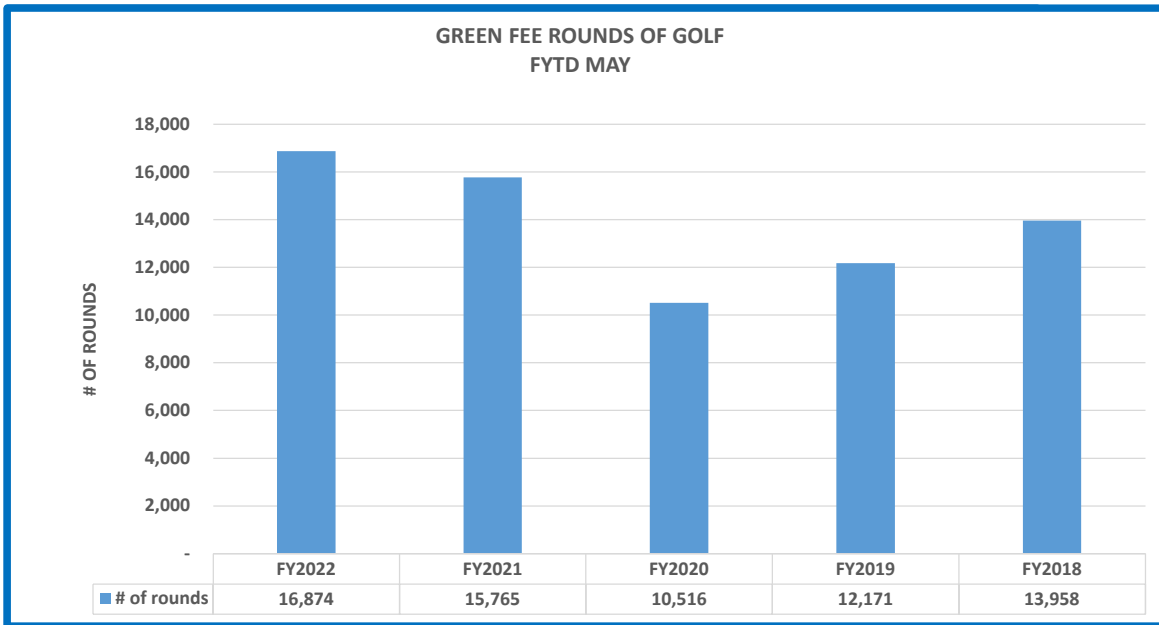
GOLF COURSE FUND DASHBOARD

FYTD MAY 2022

CURRENT RESULTS COMPARISON

	ANNUAL BUDGET	ACTUAL FYTD MAY 2022	% OF BUDGET	PY BUDGET 2020-2021	ACTUAL FYTD MAY 2021	% OF BUDGET
REV (net of cogs/tourn exp)	\$ 1,470,651	\$ 1,340,079	91%	\$ 1,325,684	\$ 1,124,865	85%
EXPENSES	1,562,218	1,059,049	68%	1,460,821	959,008	66%
PROFIT (LOSS)	\$ (91,567)	\$ 281,031		\$ (135,137)	\$ 165,857	

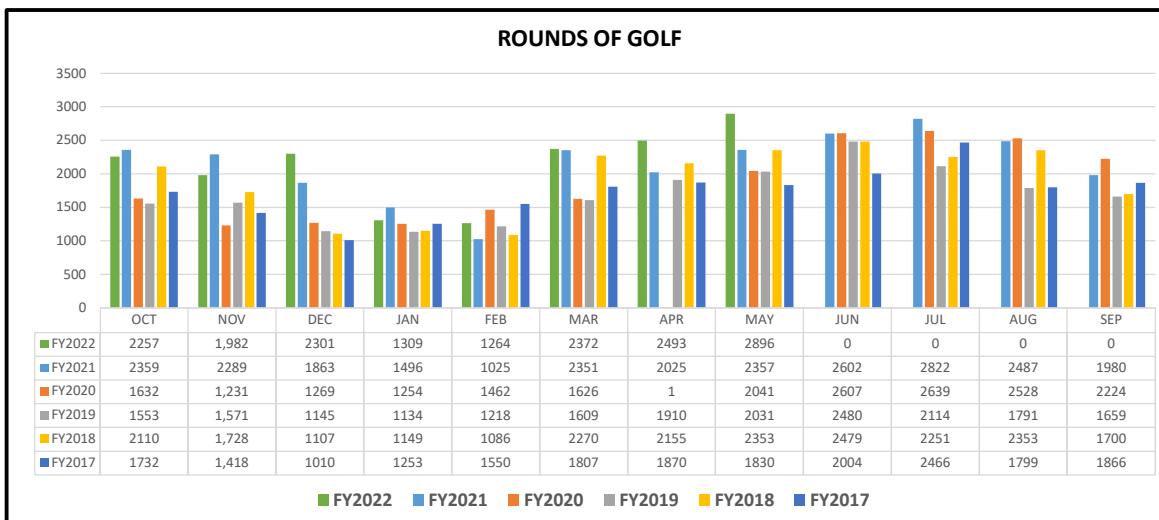
TABLES/CHARTS



Rounds of Golf*

	FYTD
2021-2022	16,874
2020-2021	15,765
OVER (UNDER)	1,109
	7.03%

*Does not include annual dues or tournament rounds played.



Notes:

April of 2020 golf course was closed for the month due to the Covid Pandemic.

Feb of 2021 golf course was closed for 11 days because of Severe Winter Storm.

City of Burnet, Texas
Golf Fund (Delaware Springs)
Revenues, Expenses, and Changes in Fund Net Position - Budget and Actual (Unaudited)
FYTD MAY 2022

	67% of year complete					
	ANNUAL BUDGET 2021-2022	ACTUAL FYTD MAY 2022	% OF BUDGET	PY BUDGET 2020-2021	PY ACTUAL FYTD MAY 2021	% OF BUDGET
Revenues						
Charges for Services:						
Green Fees/Cart Rentals	\$ 696,600	\$ 631,265	91%	\$ 559,000	\$ 511,635	92%
Annual Charges	224,000	220,498	98%	218,000	213,809	98%
Net Tournament Fees	112,000	131,143	117%	110,000	87,158	79%
Driving Range	53,000	40,788	77%	53,000	36,294	68%
Net Charges for Services	1,085,600	1,023,694	94%	940,000	848,896	90%
Pro Shop Merchandise Sales (Net)	48,750	53,527	110%	47,000	31,632	67%
Snack Bar Sales (Net)	129,600	103,005	79%	109,500	71,895	66%
Transfer from GF (Admin/Use of FB)	192,701	130,260	68%	219,684	157,898	72%
Other Revenue	14,000	29,594	211%	9,500	14,543	153%
Total Revenues	1,470,651	1,340,079	91%	1,325,684	1,124,865	85%
Expenses						
Personnel Services	924,829	639,999	69%	896,092	598,396	67%
Supplies & Materials	119,050	68,387	57%	107,300	66,602	62%
Repairs & Maint	82,500	49,641	60%	67,950	45,210	67%
Contractual Services	59,000	44,741	76%	61,500	35,250	57%
Other Designated Expenses	45,050	35,452	79%	43,750	31,404	72%
Transfers to Self-funded	153,588	102,392	67%	117,892	78,595	67%
Admin Allocation	178,201	118,436	66%	166,337	103,551	62%
Total Expenses	1,562,218	1,059,049	68%	1,460,821	959,008	66%
Change in Net Position	(91,567)	281,031		(135,137)	165,857	
Operating Subsidy from General Fund	91,567	-		135,137	-	
Net Position	-	281,031		-	165,857	
Green Fee Rounds	21,500	16,874			15,765	
Green Fee Rev Per Round	\$ 32.40	\$ 37.41			\$ 32.45	

KEY VARIANCES - BUDGET vs ACTUAL (67% of Year Complete)

Revenues

- Green Fee and Cart Rental fees are tracking higher than expected mainly due to the increasing average revenue per round.
"Avg Rev per Round" has increased by \$4.96 over last year mainly due to less discounting of rounds during prime tee times.
- The bulk of Annual Charges which include pre-paid green fees, trail fees, annual cart rental and storage are collected in October each year.
- The golf course is seeing an increase in new tournaments this year and has increased tournament charges.
- Transfer from GF is used to offset the admin allocation and includes an additional transfer from fund balance to cover the final payouts to retirees. In the current year the transfer for payouts was \$11,824; in the py the transfer was \$54,347.
- Other revenues include GHIN fees \$6,440, credit card convenience fees \$12,335, club repairs of \$7,083, pavilion rental of \$225, misc revenues of \$929, and sale of tables and chairs of \$2,581.

Expenses

- Contractual Services are tracking higher than average mainly because of increasing Dues and Subscriptions relating to the Texas Golf Association and Professional Services for Stump Grinding.
- Other Designated Expenses are tracking higher than average mainly because credit card service fees have increased with the increase in revenues for the year.

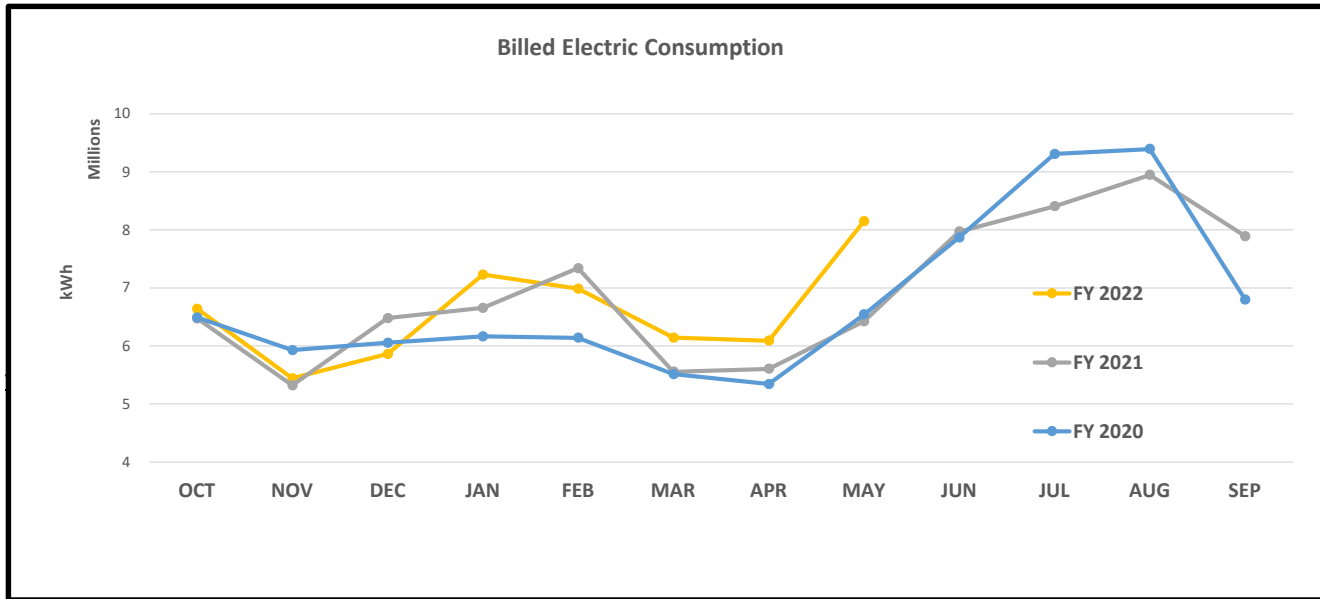
ELECTRIC FUND DASHBOARD

FYTD MAY 2022

CURRENT RESULTS COMPARISON

	ANNUAL BUDGET	ACTUAL FYTD MAY 2022	% OF BUDGET	PY BUDGET 2020-2021	ACTUAL FYTD MAY 2021	% OF BUDGET
REV (net of cogs/tourn exp)	\$ 4,034,144	\$ 2,592,663	64%	\$ 4,012,175	\$ 2,422,652	60%
EXPENSES	3,635,322	2,331,208	64%	3,625,824	2,225,363	61%
PROFIT (LOSS)	\$ 398,822	\$ 261,455		\$ 386,351	\$ 197,289	

TABLES/CHARTS



FYTD 2022	52,543,138
FYTD 2021	49,853,390
ytd variance	2,689,748
% variance	5.40%

City of Burnet, Texas
Electric Fund
Revenues, Expenses, and Changes in Fund Net Position - Budget and Actual (Unaudited)
FYTD MAY 2022

67% of year complete						
	ANNUAL BUDGET 2021-2022	ACTUAL FYTD MAY 2022	% OF BUDGET	PY BUDGET 2020-2021	PY ACTUAL FYTD MAY 2021	% OF BUDGET
REVENUES						
Electric Sales	\$ 9,000,000	\$ 5,839,451		\$ 8,816,400	\$ 5,422,968	
Less Cost of Power	5,166,000	3,420,315		4,959,225	3,114,126	
Net Electric Sales	3,834,000	2,419,136	63%	3,857,175	2,308,842	60%
Penalties	85,000	59,673	70%	85,000	40,295	47%
Pole Rental	47,000	48,397	103%	47,000	48,341	103%
Credit Card Convenience Fees	45,144	22,776	50%	-	-	
Other Revenue	23,000	42,681	186%	23,000	25,174	109%
Use of Fund Balance	230,000	57,395	25%	75,000	40,065	53%
Total Revenue	\$ 4,264,144	\$ 2,650,059	62%	\$ 4,087,175	\$ 2,462,717	60%
<i>Total Revenue less fund balance</i>	<i>\$ 4,034,144</i>	<i>\$ 2,592,663</i>	<i>64%</i>	<i>\$ 4,012,175</i>	<i>\$ 2,422,652</i>	<i>60%</i>
EXPENSES						
Personnel Services	1,000,827	605,284	60%	\$ 937,909	662,924	71%
Supplies & Materials	51,000	38,763	76%	44,000	29,837	68%
Repairs & Maint	180,000	121,230	67%	208,000	92,510	44%
Contractual Services	133,900	111,787	83%	137,700	91,246	66%
Other Designated Expenses	87,714	47,890	55%	91,810	48,270	53%
Capital Outlay	35,000	24,640	70%	35,000	3,259	9%
Transfers to Debt Service	49,350	32,900	67%	51,740	34,493	67%
Transfers to Self-funded	19,780	13,187	67%	32,999	21,999	67%
Return on Investment	1,639,441	1,051,224	64%	1,665,263	997,192	60%
Admin Allocation	409,541	265,543	65%	394,000	257,998	65%
Shop Allocation	28,769	18,761	65%	27,403	18,346	67%
Transfer to Capital	230,000	57,396	25%	75,000	7,353	10%
Total Expenses	\$ 3,865,322	\$ 2,388,604	62%	\$ 3,700,824	\$ 2,265,428	61%
<i>Total Expenses less xfers to capital and other uses of fund balance</i>	<i>\$ 3,635,322</i>	<i>\$ 2,331,208</i>	<i>64%</i>	<i>\$ 3,625,824</i>	<i>\$ 2,225,363</i>	<i>61%</i>
Change in Net Position	\$ 398,822	\$ 261,455		\$ 386,351	\$ 197,289	

KEY VARIANCES - BUDGET vs ACTUAL (67% of Year Complete)

Revenues

- Pole Rental Charges are typically invoiced in February and received in April or May.
- Credit Card Convenience fees were not implemented until January 1, 2022.
- Other Revenues are tracking higher than expected mainly because of the connect fees received from new subdivision - Peppermill Phase III.
- Use of Fund Balance offsets Transfers to Capital/Other Exp, therefore the net impact of these adjustments is zero.

Expenses

- Supplies and Materials are tracking above average because of increased fuel costs and shipping costs.
- Contractual Services are tracking above the average because of the timing of payments on the interlocal agreements with local nonprofits.
The majority of one-time contributions to local nonprofits were paid in October and November. Also included in this line item are expenses for staff development meetings with Cuatro Consulting which are tracking slightly higher than budget.
- Capital Outlay is tracking higher than normal due to the purchase of Christmas displays early in the year. Account is still on track with budget for the year.

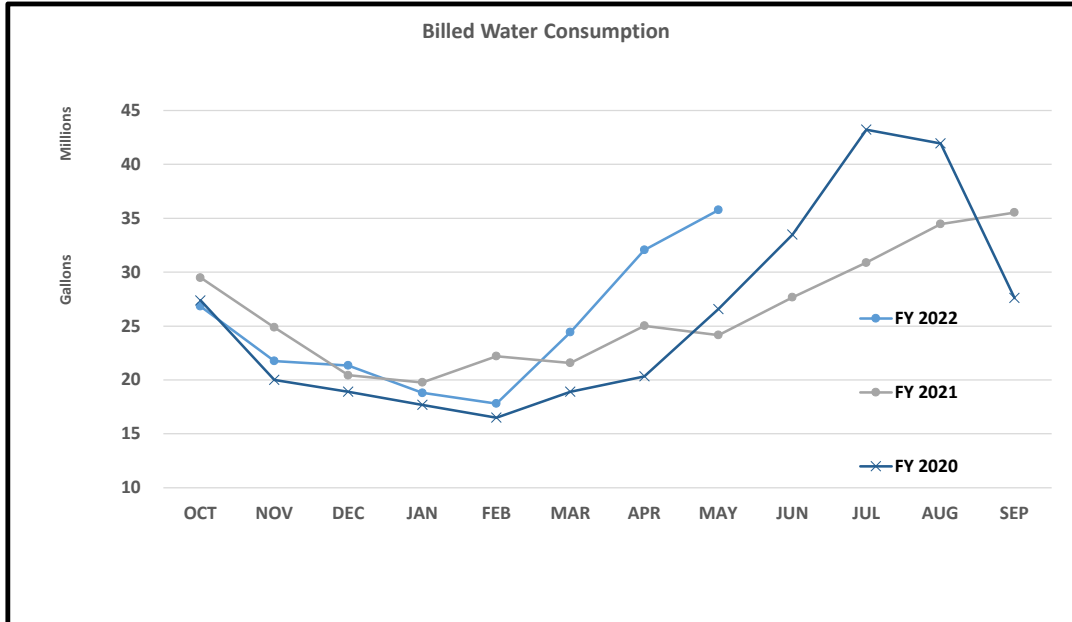
WATER/WW FUND DASHBOARD

FYTD MAY 2022

CURRENT RESULTS COMPARISON

	ANNUAL BUDGET	ACTUAL FYTD MAY 2022	% OF BUDGET	PY BUDGET 2020-2021	ACTUAL FYTD MAY 2021	% OF BUDGET
REV (net of cogs/tourn exp)	\$ 4,500,420	\$ 2,948,579	66%	\$ 4,265,500	\$ 2,825,591	66%
EXPENSES	4,039,275	2,479,950	61%	3,868,980	2,431,906	63%
PROFIT (LOSS)	\$ 461,145	\$ 468,629		\$ 396,520	\$ 393,685	

TABLES/CHARTS



Billed Consumption in gallons:

FYTD 2022	198,779,657
FYTD 2021	187,513,677
Variance	11,265,980
% variance	6.01%

City of Burnet, Texas
Water/Wastewater Fund
Revenues, Expenses, and Changes in Fund Net Position - Budget and Actual (Unaudited)
FYTD MAY 2022

	67% of year complete						
	ANNUAL BUDGET 2021-2022	ACTUAL FYTD MAY 2022	% OF BUDGET	PY BUDGET 2020-2021	PY ACTUAL FYTD MAY 2021	% OF BUDGET	
REVENUE							
Water Sales	\$ 2,400,000	\$ 1,582,386	66%	\$ 2,300,000	\$ 1,517,161	66%	
Wastewater Sales	1,920,000	1,272,199	66%	1,840,000	1,251,846	68%	
Penalties	46,000	29,804	65%	46,000	23,385	51%	
Water/Sewer Connects	30,000	36,152	121%	30,000	13,900	46%	
Credit Card Convenience Fees	19,920	11,669	59%	-	-		
Other Revenue	9,500	16,368	172%	9,500	19,299	203%	
Use Impact Fees	75,000	-	0%	40,000		0%	
Use of Fund Balance	1,135,000	663,853	58%	35,000	75,890	217%	
Total Revenue	\$ 5,635,420	\$ 3,612,432	64%	\$ 4,300,500	\$ 2,901,481	67%	
<i>Total Revenue less fund balance</i>	<i>\$ 4,500,420</i>	<i>\$ 2,948,579</i>	<i>66%</i>	<i>\$ 4,265,500</i>	<i>\$ 2,825,591</i>	<i>66%</i>	
EXPENSES							
Personnel Services	1,274,566	736,316	58%	\$ 1,104,176	722,483	65%	
Supplies & Materials	171,750	121,220	71%	153,750	98,054	64%	
Repairs & Maint	409,500	186,686	46%	416,500	235,116	56%	
Contractual Services	317,500	216,952	68%	328,500	193,634	59%	
Cost of Water	70,000	38,493	55%	70,000	45,848	65%	
Other Designated Expenses	105,474	73,710	70%	127,942	50,612	40%	
Transfers to Debt Service	944,764	630,276	67%	976,759	651,172	67%	
Transfers to Self-funded	73,692	49,128	67%	68,504	45,669	67%	
In Lieu of Taxes	354,034	235,886	67%	338,040	226,047	67%	
Admin Allocation	289,227	167,107	58%	257,405	173,459	67%	
Shop Allocation	28,768	18,761	65%	27,404	18,346	67%	
Capital Outlay	-	5,414		-	-	0%	
Transfer to Capital	1,135,000	663,853	58%	35,000	33,233	95%	
Leak Adjustments					14,123		
Total Expenses	\$ 5,174,275	\$ 3,143,803	61%	\$ 3,903,980	\$ 2,507,796	64%	
<i>Total Expenses less Transfers to Capital and other uses of fund balance</i>	<i>\$ 4,039,275</i>	<i>\$ 2,479,950</i>	<i>61%</i>	<i>\$ 3,868,980</i>	<i>\$ 2,431,906</i>	<i>63%</i>	
Change in Net Position	\$ 461,145	\$ 468,629		\$ 396,520	\$ 393,685		

KEY VARIANCES - BUDGET vs ACTUAL (67% of Year Complete)

Revenues

- Water/Sewer Connects are tracking higher than expected because of the fees received from new subdivision - Peppermill Phase III.
- Credit Card Convenience fees were not implemented until January 1, 2022.
- Other Revenue consists mainly of bulk water sales to the public.
- Use of Impact fees will be transferred mid-year after the majority of Impact fees have been collected.
- Use of Fund Balance offsets Transfers to Capital/Other Exp, therefore the net impact of these adjustments is zero.

Expenses

- Personnel Services are tracking under budget because the department had several vacancies from October - February.
- Supplies and Materials are tracking above average mainly because of increasing fuel prices.
- Other Designated Expenses are tracking higher than normal due to the timing of the payment of annual inspection and lab fees and small equipment purchases.
- Capital Outlay includes the purchase and installation of new ac/heater in the amount \$5,414 for the Eagle's Nest pump station.

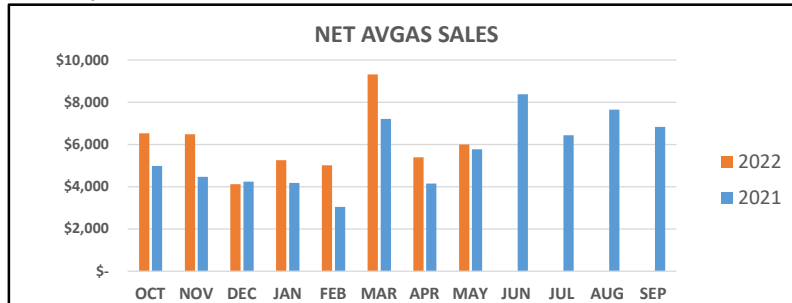
AIRPORT FUND DASHBOARD

FYTD MAY 2022

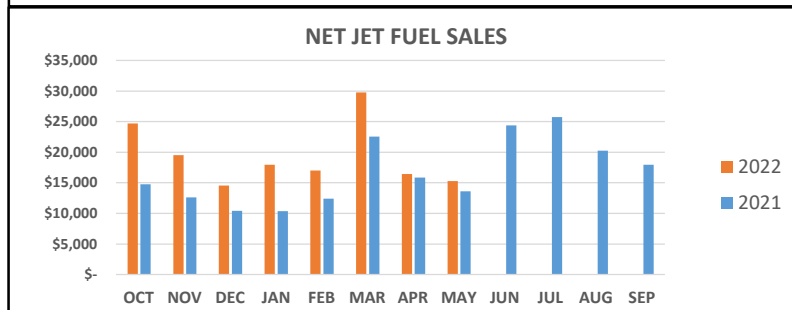
CURRENT RESULTS COMPARISON

	ANNUAL BUDGET	ACTUAL FYTD MAY 2022	% OF BUDGET	PY BUDGET 2020-2021	ACTUAL FYTD MAY 2021	% OF BUDGET
REV (net of cogs/tourn exp)	\$ 428,729	\$ 346,033	81%	\$ 348,154	\$ 287,705	83%
EXPENSES	276,330	195,814	71%	254,295	175,027	69%
PROFIT (LOSS)	\$ 152,399	\$ 150,219		\$ 93,859	\$ 112,679	

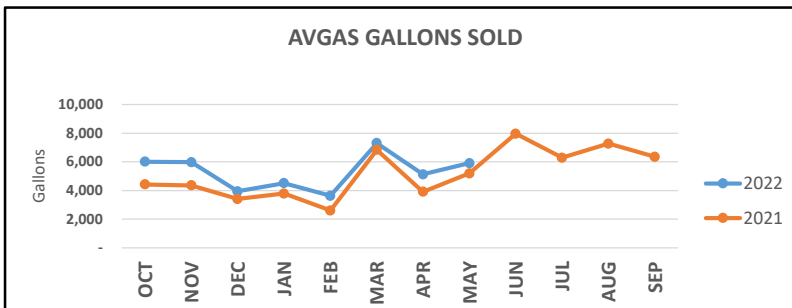
TABLES/CHARTS



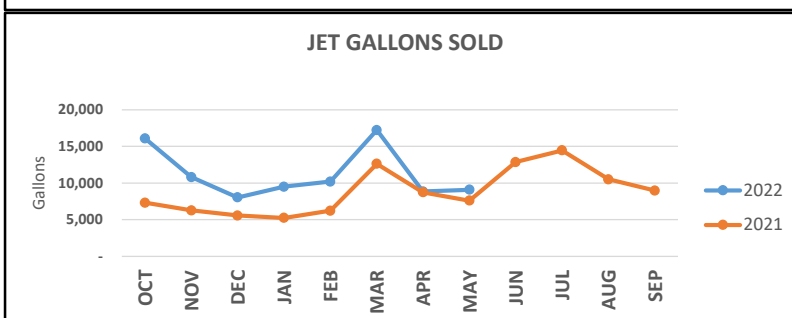
	FYTD 2022	FYTD 2021
Av Sales	\$ 219,617	\$ 138,712
Av Purchases	171,504	100,632
Profit	\$ 48,113	\$ 38,080
%	21.91%	27.45%



	FYTD 2022	FYTD 2021
Jet Sales	\$ 436,749	\$ 222,643
Jet Purchases	281,456	110,000
Profit	\$ 155,294	\$ 112,643
%	35.56%	50.59%



Avgas Gallons Sold:	
FYTD 2022	42,396
FYTD 2021	34,523
Increase(decrease)	7,873
	22.81%



Jet Gallons Sold:	
FYTD 2022	89,840
FYTD 2021	59,578
Increase(decrease)	30,262
	50.79%

City of Burnet, Texas
Airport Fund
Revenues, Expenses, and Changes in Fund Net Position - Budget and Actual (Unaudited)
FYTD MAY 2022

	67% of year complete					
	ANNUAL BUDGET 2021-2022	ACTUAL FYTD MAY 2022	% OF BUDGET	PY BUDGET 2020-2021	PY ACTUAL FYTD MAY 2021	% OF BUDGET
REVENUE						
Av Gas Sales	\$ 233,000	\$ 219,617		\$ 170,500	\$ 138,712	
Av Gas Purchases	174,750	171,504		127,875	100,632	
Net Sales	58,250	48,113	83%	42,625	38,080	89%
Jet Gas Sales	367,000	436,749		210,000	222,643	
Jet Gas Purchases	201,850	281,456		115,500	110,000	
Net Sales	165,150	155,294	94%	94,500	112,643	119%
Penalties	450	425	94%	450	300	67%
All Hangar Lease	125,000	87,663	70%	125,000	86,313	69%
CAF Admissions	5,066	3,546	70%	5,066	3,377	67%
McBride Lease	45,893	30,671	67%	45,893	26,897	59%
Thru the Fence Lease	12,020	8,479	71%	12,020	8,479	71%
Airport Parking Permit	2,000	120	6%	2,000	1,750	88%
Hanger Lease - Faulkner	14,400	9,600	67%	14,400	9,600	67%
Interest Earned	500	1,762	352%	5,700	266	5%
Other	-	360		500		
Use of Fund Balance	493,069	141,722	29%	200,000	21,949	11%
Total Revenue	\$ 921,798	\$ 487,755	53%	\$ 548,154	\$ 309,654	56%
<i>Total Revenue less fund balance</i>	<i>\$ 428,729</i>	<i>\$ 346,033</i>	<i>81%</i>	<i>\$ 348,154</i>	<i>\$ 287,705</i>	<i>83%</i>
EXPENSES						
Personnel Services	\$ 97,884	\$ 64,981	66%	\$ 92,879	\$ 66,422	72%
Supplies & Materials	4,000	2,097	52%	3,800	1,862	49%
Repairs & Maint	3,000	3,945	132%	3,000	538	18%
Contractual Services	64,400	43,385	67%	63,400	42,648	67%
Other Designated Expenses	38,600	25,784	67%	30,959	16,735	54%
Transfers to Debt Service	58,069	38,713	67%	-	-	
Admin Allocation	39,646	36,423	92%	31,457	27,622	88%
Av fuel truck lease	12,000	8,000	67%	12,000	8,000	67%
Jet fuel truck lease	16,800	11,200	67%	16,800	11,200	67%
Transfers to Capital	435,000	103,009	24%	200,000	21,949	11%
Total Expenses	\$ 769,399	\$ 337,536	44%	\$ 454,295	\$ 196,975	43%
<i>Total Exp - xfers to capital and debt svc.</i>	<i>\$ 276,330</i>	<i>\$ 195,814</i>	<i>71%</i>	<i>\$ 254,295</i>	<i>\$ 175,027</i>	<i>69%</i>
Change in Net Position	\$ 152,399	\$ 150,219		\$ 93,859	\$ 112,679	

KEY VARIANCES - BUDGET vs ACTUAL (67% of Year Complete)

Revenues

- Sales revenues have increased mainly because gallons of fuel sold have increased 23% for av gas and 51% for jet fuel.
- Use of Fund Balance offsets Transfers to Capital and Debt Svc, therefore the net impact of these adjustments is zero.

Expenses

- Increase in maintenance due to new annual fuel software maintenance agreement paid in May.
- Overall expenses are tracking slightly higher than average mainly because as revenues increase so do related expenses.
- For example, as revenues increase, the admin allocation increases.

City of Burnet, Texas
Other Funds
Revenues, Expenses, and Changes in Fund Net Position - Budget and Actual (Unaudited)
FYTD MAY 2022

	ANNUAL BUDGET 2021-2022	ACTUAL FYTD MAY 2022	% OF BUDGET	PY BUDGET 2020-2021	PY ACTUAL FYTD MAY 2021	% OF BUDGET
HOTEL/MOTEL FUND						
Revenues	\$ 171,281	\$ 142,813	83.38%	\$ 111,000	\$ 113,971	102.68%
Expenses	147,465	50,283	34.10%	107,191	47,040	43.88%
Net Profit (Loss)	<u>\$ 23,816</u>	<u>\$ 92,530</u>		<u>\$ 3,809</u>	<u>\$ 66,932</u>	
BEDC						
Revenues	\$ 4,009,417	\$ 1,489,591	37.15%	\$ 3,020,858	\$ 606,354	20.07%
Expenses	3,795,481	1,252,388	33.00%	2,743,111	214,653	7.83%
Net Profit (Loss)	<u>\$ 213,936</u>	<u>\$ 237,203</u>		<u>\$ 277,747</u>	<u>\$ 391,701</u>	
SELF FUNDED EQUIPMENT FUND						
Revenues	\$ 1,020,800	\$ 509,947	49.96%	\$ 708,000	\$ 441,349	62.34%
Expenses	1,020,800	225,226	22.06%	708,000	225,393	31.84%
Net Profit (Loss)	<u>\$ -</u>	<u>\$ 284,721</u>		<u>\$ -</u>	<u>\$ 215,956</u>	
DEBT SERVICE FUND						
Revenues	\$ 1,052,683	\$ 702,000	66.69%	\$ 1,029,098	\$ 686,058	66.67%
Expenses	1,052,183	794,353	75.50%	1,028,499	827,921	80.50%
Net Profit (Loss)	<u>\$ 500</u>	<u>\$ (92,354)</u>		<u>\$ 599</u>	<u>\$ (141,863)</u>	
INTEREST & SINKING DEBT FUND						
Revenues	\$ 490,178	\$ 524,386	106.98%	\$ 366,049	\$ 340,766	93.09%
Expenses	489,978	97,038	19.80%	366,049	206,346	56.37%
Net Profit (Loss)	<u>\$ 200</u>	<u>\$ 427,348</u>		<u>\$ -</u>	<u>\$ 134,420</u>	

City of Burnet, Texas
Cash and Investment Accounts
FYTD MAY 2022

Acct #	Bank	Account Name	Account Type	Balance as of MAY 2022
Unrestricted Accounts				
984/2410	FSB	Operating Cash	Checking	\$ 3,890,967.24
		Add or Subtract Claim on Cash for Airport		(281,121.32)
2329	FSB	Golf Course Petty Cash	Checking	394.34
2535	FSB	Operating Reserve	M/M	-
2352	FSB	Delaware Springs-Credit Card Acct	Checking	-
2378	FSB	Airport - Credit Card Acct	Checking	-
2386	FSB	Utility - Credit Card Acct	Checking	-
2469	FSB	Court - Credit Card Acct	Checking	-
2711100002	TexPool	Operating Reserve	Investment	4,184,946.56
Total Unrestricted				\$ 7,795,186.82

75 Day Reserve Requirement	3,518,000.00
Unrestricted Cash over 75 day reserve	\$ 4,277,186.82
90 Day Reserve Requirement	4,222,000.00
Unrestricted Cash over 90 day reserve	\$ 3,573,186.82

Restricted by Council

2711100004	TexPool	Capital Reserve	Investment	\$ -
2711100011	TexPool	Capital Equipment Reserve	Investment	958,129.02
2711100012	TexPool	Capital - LCRA Credit	Investment	442,539.23
2188	FSB	Self Funded Equipment	M/M	718,417.92
2711100014	TexPool	Self Funded Equipment Reserve	Investment	665,051.49
2711100016	TexPool	CLFRF - American Rescue Plan	Investment	794,539.67
Total Restricted by Council Action				\$ 3,578,677.33

City of Burnet, Texas
Cash and Investment Accounts
FYTD MAY 2022

Restricted by Purpose or Law

Acct #	Bank	Account Name	Account Type	Balance as of MAY 2022
1453	FSB	Bond Reserve	M/M	\$ 335,291.21
2402	FSB	Hotel Motel	M/M	196,974.19
2711100005	TexPool	Hotel Motel	Investment	60,339.98
2451	FSB	Construction Account	Checking	
2485	FSB	PD Seizure	M/M	119.87
2493	FSB	Municipal Court Special Revenue	M/M	70,801.54
2519	FSB	Impact Fees - Water	M/M	411,698.21
2543	FSB	Airport Reserve	M/M	-
		Add or Subtract Airport Claim on Cash		281,121.32
2711100009	TexPool	Airport Reserve	Investment	1,627,796.53
2568	FSB	Benevolent Fund	Checking	-
2576	FSB	Interest & Sinking Acct	M/M	500,335.85
2584	FSB	Impact Fees - Wastewater	M/M	126,982.78
2592	FSB	BEDC	Super NOW	957,875.89
2711100008	TexPool	BEDC Project Fund	Investment	-
2711100010	TexPool	BEDC	Investment	630,311.95
70516	FSB	BEDC Commercial Park Project	M/M	191,170.87
2634	FSB	Benefit Trust Account	M/M	-
2675	FSB	Police Department Explorer Program	M/M	6,069.05
2691	FSB	Fire Department Explorer Program	M/M	3,528.53
3012	FSB	Franchise Fee Account	Super NOW	123,571.74
3053	FSB	Parks Fund	M/M	18,286.24
58776	FSB	Fire Dept. Community Acct	M/M	12,015.39
2711100007	TexPool	TWDB	Investment	1,192.77
2711100006	TexPool	TWDB	Investment	1,047.43
		City of Burnet, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2010		
143033000	US Bank	Escrow Account	Investment	3,200.21
82-020-01-0	Bank of	City of Burnet 2012 TWDB Escrow	Investment	20,199.95
2711100013	TexPool	PD Bonds	Investment	-
2711100017	TexPool	2021 CO - City Hall	Investment	4,010,257.76
62026	FSB	Escrow Honey Rock Phase #2	M/M	16,210.94
62315	FSB	BEDC Bond Fund (Badger Bldg DS)	Checking	117,952.83
62364	FSB	BEDC Project Fund	Checking	-
Total Restricted Cash				\$ 9,724,353.03
Total All Cash				\$ 21,098,217.18

City of Burnet, Texas
Capital Projects
FYTD MAY 2022

GENERAL CAPITAL PROJECT FUND						
DESCRIPTION			CURRENT BUDGET 2021-2022	FYTD MAY ACTUAL EXPENSES	% complete	REMAINING BALANCE FOR 2021-2022
<u>CAPITAL PROJECTS:</u>						
INCODE 10 UPGRADE	ADMIN	46-1111-58397	\$ 38,000	\$ 21,160	56%	\$ 16,840
CITY COMP PLAN/UTILITY MAPS	ADMIN	46-1111-58550	300,000	22,857	8%	277,143
SERVERS AND COMPUTERS	ADMIN	46-1111-58000	75,000	62,941	84%	12,059
NEW CITY HALL	ADMIN	46-1111-58810	5,000,000	75,601	2%	4,924,399
PD Tasers	POLICE	46-1600-58000	60,000	57,304	96%	2,696
PD Ticket Writers	POLICE	46-1600-58399	26,000	23,042	89%	2,958
REMODEL FD SUBSTATION	FIRE	46-1640-58489	100,000	46,730	47%	53,270
COVID EXPENSES ¹	FIRE	46-1640-57030	146,000	97,963	67%	48,037
FIRE TRUCK ¹	FIRE	46-1640-58000	850,000	858,289	101%	-
DONATED FUNDS PD ¹	POLICE		50,000	-	0%	50,000
DONATED FUNDS FD ¹	FIRE		50,000	-	0%	50,000
TASSPP ANNUAL FEE	FIRE	46-1640-54500	47,250	37,322	79%	-
STREETS	STREETS	46-1700-58700	400,000	466,506	117%	-
TRACKED SKID STEER - STREETS ¹	STREETS	46-1700-58000	155,250	-	0%	155,250
LOADER - STREETS	STREETS	46-1700-58000	175,000	175,133	100%	-
DE-ICING EQUIP STREETS	STREETS	46-1700-58000	30,000	20,921	70%	9,079
PARK IMPROVEMENTS	PARKS	46-1800-58800	100,000	5,056	5%	94,944
COMMUNITY CENTER IMPROVEMENTS	PARKS	46-1800-58800	100,000	-	0%	100,000
DOWNTOWN RESTROOMS	PARKS	46-1800-58400	100,000	-	0%	100,000
ENGINEERING SOFTWARE ¹	ENG		65,000	-	0%	65,000
GHRC IMPROVEMENTS	GHRC	46-1813-58478	50,000	-	0%	50,000
GHRC TEEN CENTER	GHRC	46-1813-58461	20,000	20,000	100%	-
TOTAL			\$ 7,937,500	\$ 1,990,824	25%	\$ 6,011,675

BALANCE TO BE FUNDED FROM:		
OPERATING RESERVES	OTHER SOURCES	TOTAL
\$ 16,840	\$ -	\$ 16,840
277,143		277,143
12,059		12,059
924,399	4,000,000	4,924,399
2,696		2,696
2,958		2,958
53,270		53,270
48,037		48,037
-	-	-
50,000		50,000
50,000		50,000
-		-
-		-
155,250		155,250
-		-
9,079		9,079
94,944		94,944
100,000		100,000
100,000		100,000
65,000		65,000
50,000		50,000
-		-
\$ 2,011,675	\$ 4,000,000	\$ 6,011,675

GOLF COURSE CAPITAL PROJECT FUND						
DESCRIPTION			CURRENT BUDGET 2021-2022	FYTD MAY ACTUAL EXPENSES	% complete	REMAINING BALANCE FOR 2021-2022
<u>CAPITAL PROJECTS:</u>						
CLUB HOUSE IMPROVEMENTS			\$ 250,000	\$ 74,250	30%	\$ 175,750
OTHER IMPROVEMENTS			370,000	-	0%	370,000
			\$ 620,000	\$ 74,250	0%	\$ 545,750

BALANCE TO BE FUNDED FROM:		
OPERATING RESERVES	OTHER SOURCES	TOTAL
\$ 175,750	\$ -	\$ 175,750
370,000	-	370,000
\$ 545,750	\$ -	\$ 545,750

ELECTRIC CAPITAL PROJECT FUND						
DESCRIPTION			CURRENT BUDGET 2021-2022	FYTD MAY ACTUAL EXPENSES	% complete	REMAINING BALANCE FOR 2021-2022
<u>CAPITAL PROJECTS:</u>						
SOFTWARE - ELSTER UPGRADES			\$ 55,000	\$ 8,648	16%	\$ 46,352
SCADA/RECLOSERS			100,000	27,025	27%	72,975
DEVELOPMENT PROJECTS			150,000	21,723	14%	128,277
			\$ 305,000	\$ 57,396	1%	\$ 247,604

BALANCE TO BE FUNDED FROM:		
OPERATING RESERVES	OTHER SOURCES	TOTAL
\$ 46,352	\$ -	\$ 46,352
72,975	-	72,975
53,277	75,000	128,277
\$ 172,604	\$ 75,000	\$ 247,604

W/WW CAPITAL PROJECT FUND						
DESCRIPTION			CURRENT BUDGET 2021-2022	FYTD MAY ACTUAL EXPENSES	% complete	REMAINING BALANCE FOR 2021-2022
<u>CAPITAL PROJECTS:</u>						
CAMERA TRUCK	45-4210-58000		\$ 225,000	226,500	101%	\$ -
VAC TRUCK	45-4210-58000		450,000	420,004	93%	29,996
GENERATORS - WATER FUND BAL	45-4210-58000		200,000	7,317	4%	192,683
GENERATORS - WATER IMPACT FEES	45-4210-58000		300,000	-	0%	300,000
FACILITY UPGRADES FOR ZEBRA MUSSELS	45-4200-58400		50,000	-	0%	50,000
HWY 29 WATER LINE EXT	45-4210-58600		100,000	2,747	3%	97,253
VFW SEWER UPGRADE	45-4210-58800		30,000	-	0%	30,000
RANCH LIFT STATION UPGRADE	45-4210-58800		100,000	-	0%	100,000
RISK AND RESILIENCE STUDY	45-4200-58551		30,000	5,018	17%	24,983
OVERSIZE WATER MAIN TO CREEKFALL ¹	45-4210-58600		102,301	-	0%	102,301
WATER SYSTEM IMPROVEMENTS	45-4200-58880		10,000	-	0%	10,000
TRANSFER OUT WW IMPACT FEES	45-4210-59042		75,000	-	0%	75,000
			\$ 1,672,301	\$ 661,585	40%	\$ 1,012,216

BALANCE TO BE FUNDED FROM:		
OPERATING RESERVES	OTHER SOURCES	TOTAL
\$ -	\$ -	\$ -
29,996	-	29,996
192,683	-	192,683
-	300,000	300,000
-	50,000	50,000
97,253	-	97,253
30,000	-	30,000
100,000	-	100,000
24,983	-	24,983
102,301	-	102,301
-	10,000	10,000
-	75,000	75,000
\$ 577,216	\$ 435,000	\$ 1,012,216

City of Burnet, Texas
Capital Projects
FYTD MAY 2022

AIRPORT CAPITAL PROJECT FUND					
DESCRIPTION		CURRENT BUDGET 2021-2022	FYTD MAY ACTUAL EXPENSES	% complete	REMAINING BALANCE FOR 2021-2022
<u>CAPITAL PROJECTS:</u>					
RAMP GRANT	47-2310-53300	\$ 100,000	\$ 97,221.60	97%	\$ 2,778
C/O EQUIPMENT - JET TUG AND GPU	47-2300-58000	75,000	-	0%	75,000
CAPITAL OUTLAY	47-2300-58174	200,000	697	0%	199,303
C/O BLDG & FACILITY - JET HANGAR	47-2300-58400	1,000,000	2,196	0%	997,804
C/O LAND - DECEL LANE	47-2300-58500	90,000	-	0%	90,000
GUIDING DOCUMENTS	47-2300-58550	22,000	-	0%	22,000
FUTURE PLAN	47-2300-58550	20,000	-	0%	20,000
		<u>1,507,000</u>	<u>100,115</u>	<u>7%</u>	<u>\$ 1,406,885</u>

BALANCE TO BE FUNDED FROM:		
OPERATING RESERVES	OTHER SOURCES	TOTAL
\$ -	\$ 2,778	\$ 2,778
-	75,000	75,000
-	199,303	199,303
-	997,804	997,804
-	90,000	90,000
-	22,000	22,000
-	20,000	20,000
<u>\$ -</u>	<u>\$ 1,406,885</u>	<u>\$ 1,406,885</u>

TOTAL CAPITAL/OTHER PROJECTS					
		CURRENT BUDGET 2021-2022	FYTD MAY ACTUAL EXPENSES	% complete	REMAINING BALANCE FOR 2021-2022
TOTAL CAPITAL/OTHER PROJECTS		\$ 12,041,801	\$ 2,884,170	24%	\$ 9,224,130
TRANSFER TO CAP EQUIP RESERVES		-	-	0%	-
TOTAL CAPITAL/OTHER		<u>\$ 12,041,801</u>	<u>\$ 2,884,170</u>	<u>24%</u>	<u>\$ 9,224,130</u>

BALANCE TO BE FUNDED FROM:		
OPERATING RESERVES	OTHER SOURCES	TOTAL
\$ 3,307,245	\$ 5,916,885	\$ 9,224,130
-	-	-
<u>\$ 3,307,245</u>	<u>\$ 5,916,885</u>	<u>\$ 9,224,130</u>

¹ Updated per Budget Amendments.

City of Burnet

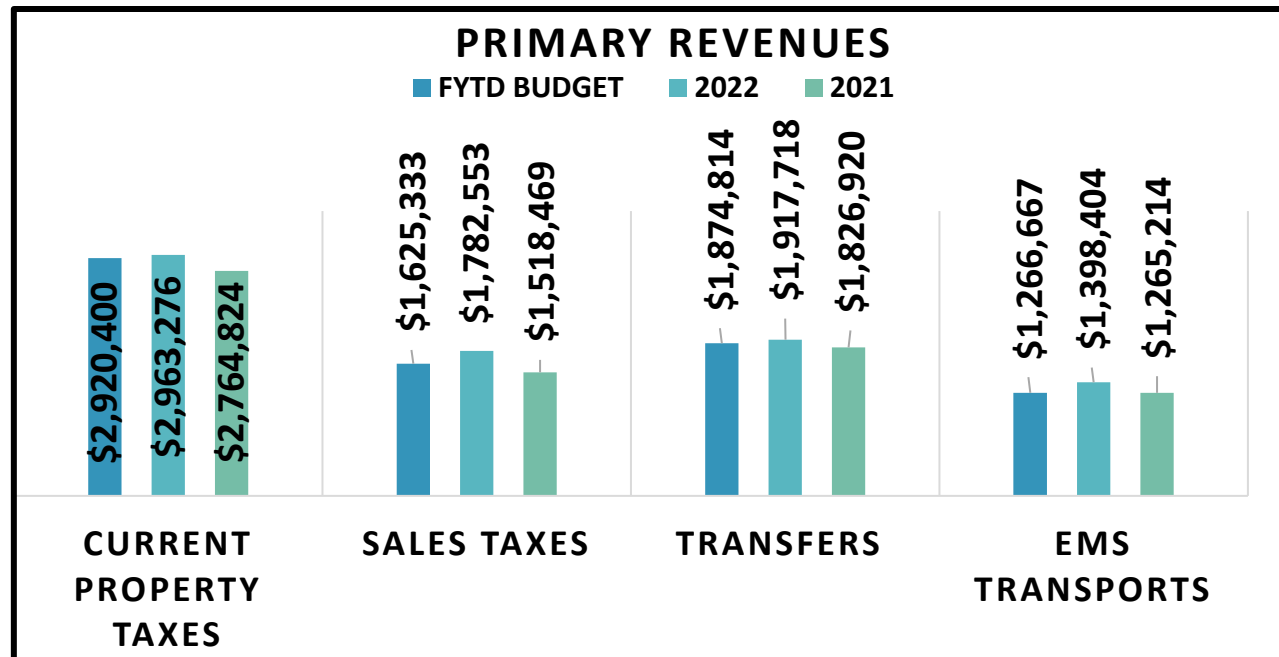
Financial Report

YTD May 31, 2022

FY 2022

General Fund

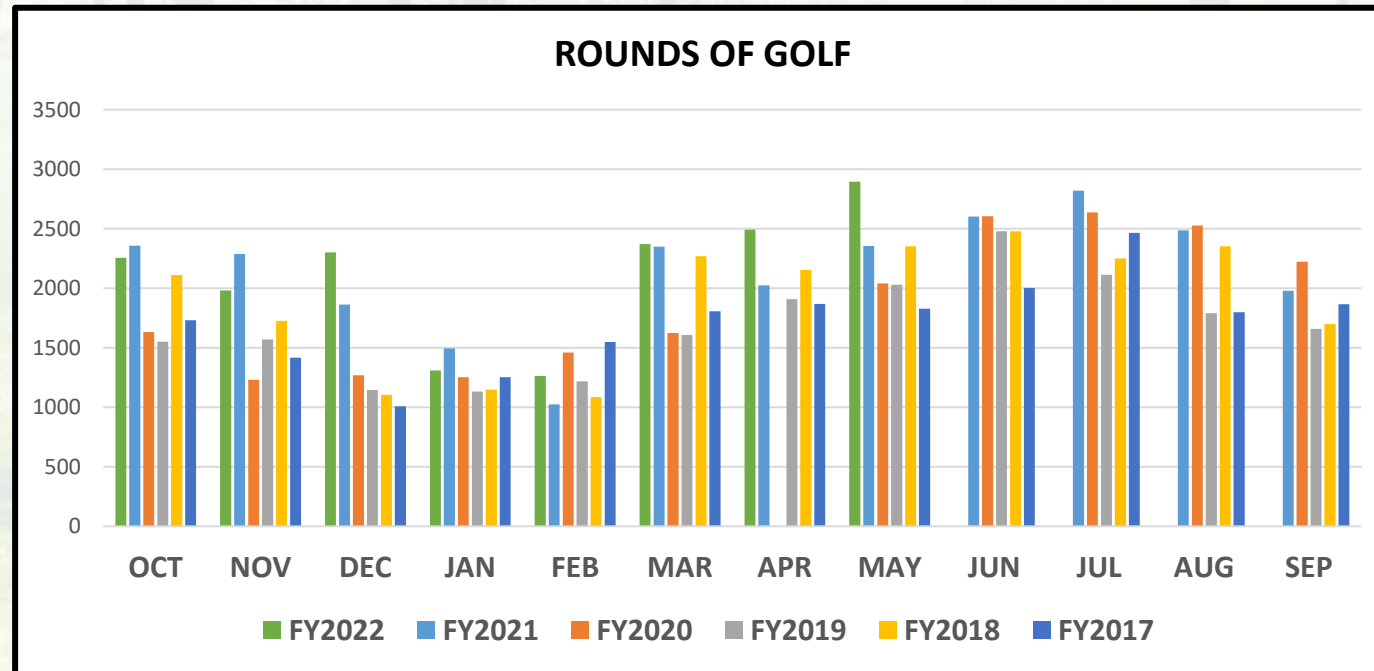
	Annual Budget	Actual FYTD May 2022	% of Budget
Revenues	\$13,098,563	\$10,075,127	77%
Expenses	12,641,112	8,403,053	66%
Profit(Loss)	\$457,451	\$1,672,074	



- Revenues – tracking above budget at 77%
 - *Property Tax Collections*
Equal to 99% of budget: Increased \$198,000 over prior year
 - *Sales Tax Collections*
Increased \$264,000 over prior year, above budget by \$157,000
 - *Transfers In*
Increased \$90,000 over prior year, on track with budget
 - *EMS Transport Revenues*
Increased \$133,000 over prior year, above budget by \$132,000
- Expenses – on track for the period at 66%

Golf Fund

	Annual Budget	Actual FYTD May 2022	% of Budget
Revenues	\$1,470,651	\$1,340,079	91%
Expenses	1,562,218	1,059,049	68%
Profit(Loss)	\$(91,567)	\$281,031	



YTD Average Revenue Per Round*

Current \$37.41

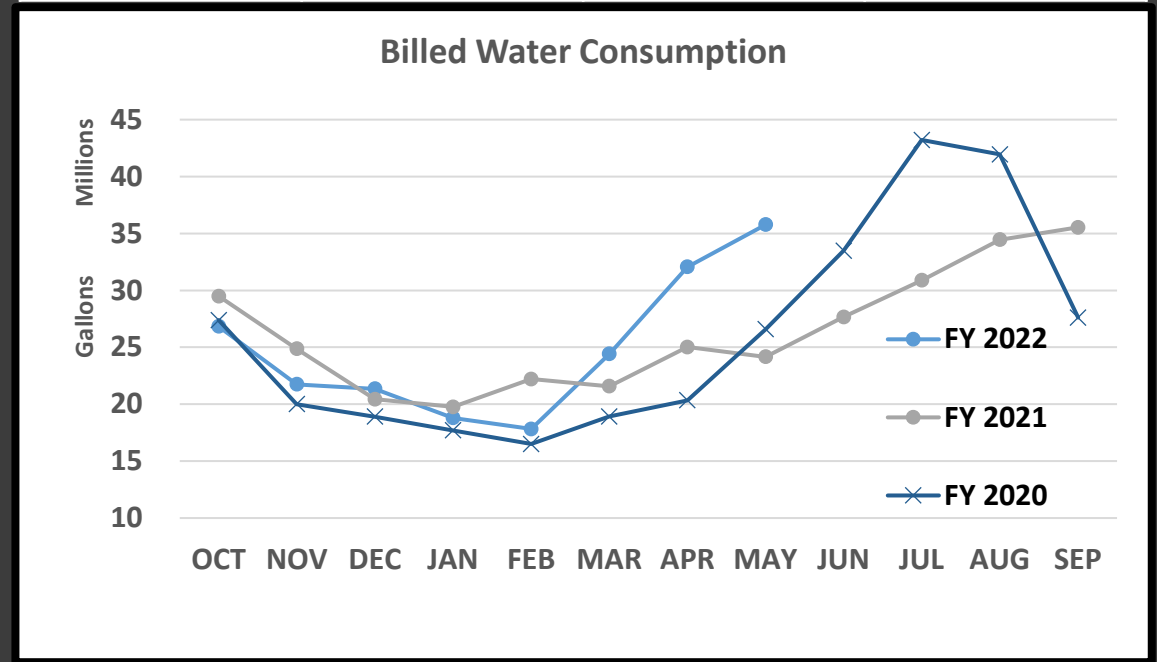
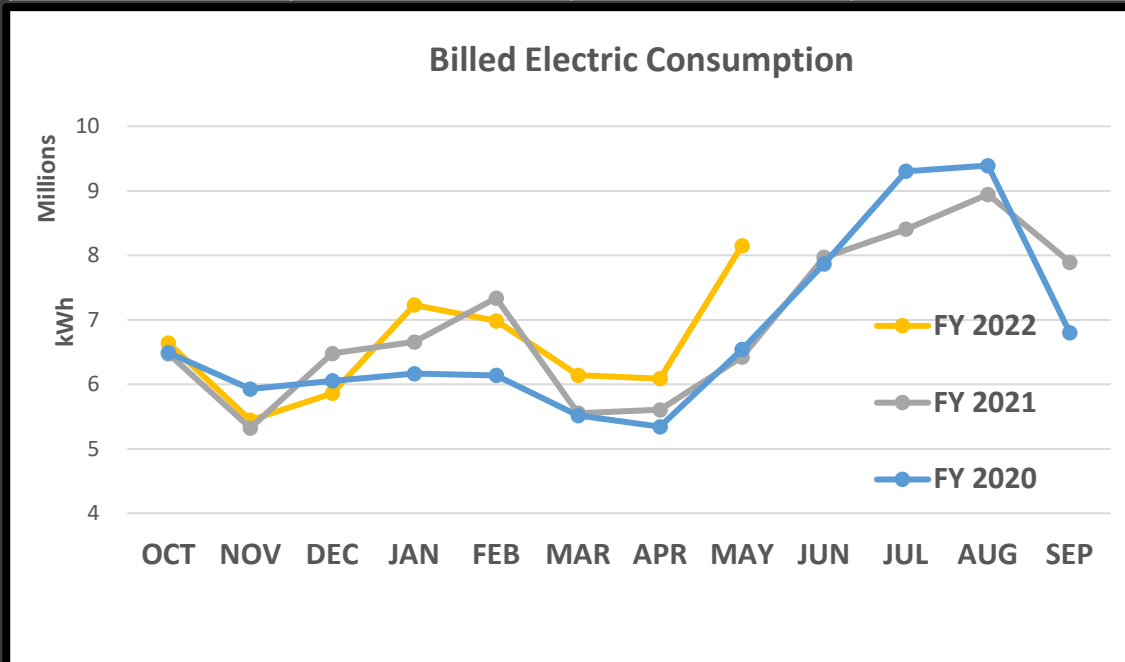
Prior Yr \$32.45

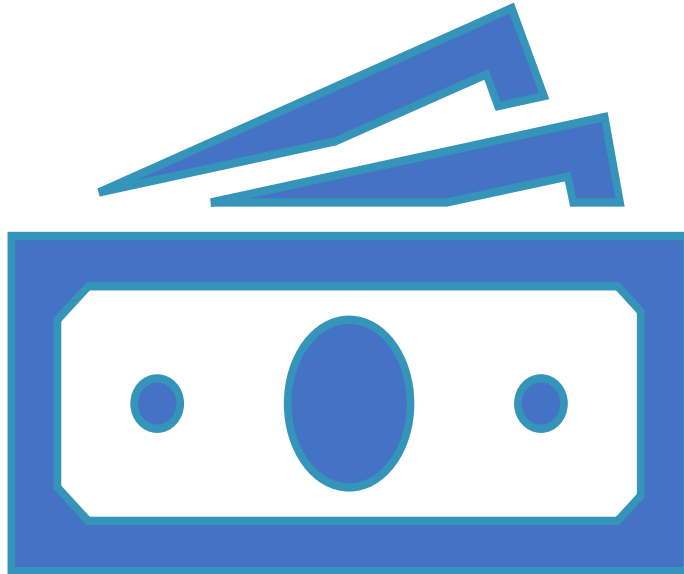
**Increase due to fewer rounds being traded with Golf Now; and a decrease in the number of "prime time" green fee rounds being discounted.*

Utility Funds

ELECTRIC FUND	Annual Budget	Actual FYTD May 2022	% of Budget
Revenues	\$4,034,144	\$2,592,663	64%
Expenses	3,635,322	2,331,208	64%
Profit(Loss)	\$398,822	\$261,455	

WATER FUND	Annual Budget	Actual FYTD May 2022	% of Budget
Revenues	\$4,500,420	\$2,948,579	66%
Expenses	4,039,275	2,479,950	61%
Profit(Loss)	\$461,145	\$468,629	





As of May 31, 2022

Unrestricted Cash Balance

Unrestricted Cash	\$ 7,795,186
Less 90-day Reserve	<u>4,222,000</u>
Unrestricted Cash Over Reserve	<u>\$ 3,573,186</u>

Note: There is \$3.3M remaining in budgeted capital projects for this fiscal year.

Restricted by Council Cash Balance

Capital Equipment Reserve *	\$ 958,129
LCRA Capital Reserve	442,539
Self Funded Equip. Reserve	1,383,469
SLFRF – American Rescue Plan Funds	<u>794,540</u>
	<u>\$3,578,677</u>

**\$850,000 designated for new fire truck transferred to unrestricted cash in June.*

Questions?



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

On this the 14th day of June, 2022, the City Council of the City of Burnet convened in Regular Session, at 6:00 p.m. the City of Burnet Council Chambers located at 2402 S. Water Street (Hwy 281 South, Burnet Municipal Airport) Burnet, Tx. thereof with the following members present, to-wit:

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

Guests: Adrienne Feild, Habib Erkan, Mark Miller, Mark Ingram, Tony Nash, Patricia Langford, Andrew Scott, Leslie Kimbler, Kelli Sames, Brian Lee, Alan Burdell, Wade Langley, Jacob Thomas, Eric Belaj, Dylan Haltom, Lauren Haltom

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

INVOCATION: Led by Council Member Mayor Crista Goble Bromley

PLEDGES (US & TEXAS): Led by Council Member Ricky Langley

SPECIAL REPORTS/RECOGNITION:

Delaware Springs Quarterly Report: T. Nash: Golf Course Superintendent/ General Manager Tony Nash updated all present on the current renovations at the Golf Course Club House to include, the stonework, the new windows and doors, the roofing and trim work. Currently staff is waiting on the floors to be installed in order to put in the new Pro Shop counters and granite. Mr. Nash provided information on the Jr. Golf Camp that started this week and the estimated date of arrival on the equipment Council approved for purchase, is mid October 2022.

Development Services and Engineering Department Report: E. Belaj and L. Kimbler: Leslie Kimbler, Planner, informed all present that for the month of May there were nineteen permits issued and one was for residential construction. Eric Belaj, City Engineer, updated all on the completion of the Woodlands street project, and the status of the engineering phase for the Jackson Street Bathroom project and the Houston Clinton Drive street project. Mr. Belaj also reviewed the current status of the ongoing residential construction projects in the City.

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 May 24, 2022, Regular City Council Meeting Minutes:

Approval of the May 26, 2022 City Council Budget Workshop Meeting minutes.

A RESOLUTION OF THE CITY COUNCIL OF BURNET, TEXAS, AUTHORIZING THE RELEASE AND TERMINATION OF EASEMENTS LOCATED ON THE BURNET ECONOMIC DEVELOPMENT CORPORATION'S 281 SOUTH COMMERCE TRACT KNOWN AS THE CROSSING AT 281 H. Erkan: Council Member Joyce Laudenschlager made a motion to approve the consent agenda as presented. Council Member Cindia Talamantez seconded. The motion carried unanimously.

PUBLIC HEARINGS/ACTION: None

ACTION ITEMS:

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING CITY OF BURNET CODE OF ORDINANCES, CHAPTER 74 (ENTITLED "PARKS AND RECREATION") BY ESTABLISHING A NEW SECTION 74.11 (ENTITLED "ANIMALS IN CITY PARKS"); PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: H. Erkan: Council Member Mary Jane Shanes moved to approve and adopt Ordinance 2022-31 as presented. Council Member Joyce Laudenschlager seconded. The motion carried unanimously.

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AMENDING THE CODE OF ORDINANCES CHAPTER 106 (ENTITLED TRAFFIC AND VEHICLES”) BY AMENDING AND RETITLING ARTICLE V AS “ABANDONED, JUNKED, AND THE TOWING AND IMPOUNDMENT OF, VEHICLES”; PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, CORRELATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: H. Erkan: Council Member Ricky Langley moved to approve and adopt Ordinance 2022-31 as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING PROCEEDING WITH THE ISSUANCE OF CITY OF BURNET, TEXAS CERTIFICATES OF OBLIGATION; DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; AND OTHER REALTED MATTERS: D. Vaughn: Council Member Philip Thurman moved to approve Resolution R2022-48 as presented. Council Member Joyce Laudenschlager seconded. The motion carried unanimously.

Discuss and consider action: Addition of one School Resource Officer to serve in the Burnet Consolidated Independent School District: B. Lee: Council Member Philip Thurman made a motion to authorize Police Chief Brian Lee to move forward with negotiations with Burnet Consolidated Independent School District on adding an additional School Resource Officer. Council Member Cindia Talamantez seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, PRELIMINARILY ACCEPTING PUBLIC STREET, WATER, AND WASTEWATER IMPROVEMENTS CONSTRUCTED WITHIN THE CROSSINGS AT 281 SUBDIVISION; AND APPROVING FISCAL SURETY FOR INFRASTRUCTURE IMPROVEMENTS: L. Kimbler: Council Member Cindia Talamantez moved to approve Resolution R2022-49 as presented. Council Member Joyce Laudenschlager seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A NEW FEE SCHEDULE ASSOCIATED WITH THE CONTRACT WITH ATS ENGINEERS, INSPECTORS AND SURVEYORS FOR PLAN REVIEW AND BUILDING INSPECTION SERVICES: L. Kimbler: Council Member Mary Jane Shanes moved to approve Resolution R2022-50 as presented. Council Member Cindia Talamantez seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE “FINAL PLAT” OF DELAWARE SPRINGS SUBDIVISION, SECTION 19, PHASE 3, A PROPOSED 15-LOT RESIDENTIAL SUBDIVISION CONSISTING OF APPROXIMATELY 5.45 ACRES: L. Kimbler: Council Member Philip Thurman moved to approve Resolution R2022-51 as presented. Council Member Mary Jane Shanes seconded. Council Member Ricky Langley filed an Affidavit of Conflict of Interest and abstained from this item. The motion carried with six in favor and one abstention.

Discuss and consider action: A RESOLUTION BY THE CITY OF BURNET, TEXAS AUTHORIZING THE USE OF RESTRICTED CAPITAL EQUIPMENT RESERVE FUNDS TO REIMBURSE THE CITY’S OPERATING FUNDS FOR THE PURCHASE OF A NEW FIRE ENGINE: P. Langford: Council Member Philip Thurman moved to approve Resolution R2022-52 as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION BY THE CITY OF BURNET, TEXAS TO TRANSFER THE BALANCE OF THE LCRA CREDIT CAPITAL RESERVE ACCOUNT TO THE CAPITAL EQUIPMENT RESERVE ACCOUNT: P. Langford: Council Member Joyce Laudenschlager moved to approve Resolution R2022-53 as presented. Council Member Cindia Talamantez seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING TWO LETTERS OF INTENT TO GROUND LEASE PROPERTY AT THE BURNET MUNICIPAL AIRPORT: A. Feild: Council Member Mary Jane Shanes moved to approve Resolution R2022-54 as presented. Council Member Cindia Talamantez seconded. The motion carried unanimously.

Discuss and consider action A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING AN INTERIM CONTRACT FOR FIXED BASE OPERATION SERVICES FOR THE BURNET MUNICIPAL AIRPORT: A.Feild: Council Member Philip Thurman moved to approve Resolution R2022-55 as presented. Council Member Ricky Langley seconded. The motion carried unanimously.

Discuss and consider action A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE CITY MANAGER TO SIGN A LEASE AGREEMENT BETWEEN THE CITY OF BURNET AND CAREFLITE FOR HANGAR B-9: A.Feild: Council Member Mary Jane Shanes moved to approve Resolution R2022-57 as presented. Council Member Joyce Laudenschlager seconded. The motion carried unanimously.

Discuss and consider action: on A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING A UTILITY OVERSIZING AGREEMENT FOR CREEKFALL SUBDIVISION PHASES ONE AND TWO AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY. H Erkan: Council Member Joyce Laudenschlager moved to approve Resolution R2022-56 as presented. Council Member Cindia Talamantez seconded. The motion carried unanimously.

REQUESTS FROM COUNCIL FOR FUTURE REPORTS: In accordance with Resolution R2020-28 councilmembers may request the City Manager to prepare and present future report on matters of public interest: Council Member Philip Thurman requested an oral report on the City's Police Department readiness pertaining to active shooter situations to include staffing, equipment, training, collaboration with the school district and other components of readiness needed to address such a situation.

ADJOURN: There being no further business a motion to adjourn was made by Council Member Mary Jane Shanes at 6:43 p.m. seconded by Council Member Joyce Laudenschlager. The motion carried unanimously.

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary



Human Resources Department

ITEM 4.1

Kelli Sames
Director of Human Resources
(512)-715-3213
ksames@cityofburnet.com

Action

Meeting Date: June 28, 2022

Agenda Item: Discuss and consider action: Administrative Services Agreement and Self-Directed Brokerage Account Addendum, between City of Burnet, Texas and Mission Square Retirement for Deferred Compensation Plan: K. Sames

Background: Mission Square (formally ICMA-RC) has served as the City of Burnet's deferred compensation record keeper since March 8, 1976.

On March 22, 2022, City Council awarded bid for RFP 2021-06 to HYAS Group, LLC. for deferred compensation plan consulting services.

HYAS Group has completed an evaluation of the City of Burnet's deferred compensation plan. Highlights of the review is below –

Old Plan
Serviced out of Washington, DC
"Standard" MissionSquare investment lineup – no flexibility to change funds
0.50% average investment cost – 0.50% equates to \$50 per \$10,000 balance
0.80% administrative fee – MissionSquare fee
1.30% total costs (including investment cost) - \$130 per \$10,000

New Plan
Serviced locally in Burnet – Sallie Harborth locally licensed MissionSquare representative
Custom Burnet lineup - low cost, top tier investment options (Fidelity, Vanguard, MFS) – open architecture meaning flexibility to change funds if necessary. Plus Fund (stable value) is only required fund.
0.11% average investment cost - \$11 per \$10,000
1.00% administrative fee – MissionSquare fee
1.11% total costs (including investment cost) – \$111 per \$10,000. For the Plan the savings equates to \$1,810 savings per year. This does not include performance or compounding which will likely make the savings much more dramatic.

In addition, the investment cost of 0.11% is one of the lowest percentages currently offered. For comparison, City of Austin's investment cost is 0.18%

(a \$700M+ Plan). With regard to the fund mapping, participants will be properly notified by Mission Square about the changes. All investment options will transfer to like funds which will neutralize any market volatility. Participants will be fully invested the entire time as well.

Per the Agreement, Mission Square Retirement will reduce participant fees of 1% as the plan balance grows. ***\$2M is assets and average participant balance of \$40k (.85%). \$4M is assets and average participant balance of \$50k (.65%).***

The Self-Directed Brokerage Account Addendum outlines minimum transfer requirements and fees for employees that desire to manage funds independently. Self-Directed brokerage accounts are managed through TD Ameritrade.

Once the administrative services agreement is approved, the City Manager may establish an internal investment committee that will be assisted by the HYAS Group. This committee will establish compliance criteria and checklists to monitor the progress of the 457 plan that will assist the City meeting fiduciary responsibility requirements.

Fiscal Impact:

The financial impact (plan fees) to plan participants is outlined in the agreement. The agreement shall begin July 1, 2022. The term of this Agreement shall be 5 years and will be automatically renewed for each succeeding year unless written notice of termination is provided by either party to the other no less than 60 days before the end of the Agreement year. (as provided for in Section 11 of the Agreement).

Recommendation:

Approve Administrative Services Agreement and Self-Directed Brokerage Account Addendum between City of Burnet, Texas and Mission Square Retirement for Deferred Compensation Plan record keeping services and authorize the City Manager to establish a staff investment committee.

ADMINISTRATIVE SERVICES AGREEMENT

for

City of Burnet

Type: 457

Account #: 300458

MissionSquare
RETIREMENT

DRAFT DO NOT



ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement"), made as of this day, (please enter date) _____, (herein referred to as the "Inception Date"), between the International City Management Association Retirement Corporation doing business as MissionSquare Retirement ("MissionSquare"), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the **City of Burnet** ("Employer"), a **Entity** organized and existing under the laws of the State of **Texas** with an address at **P.O. Box 1369, Burnet, Texas 78611**.

RECITALS

Employer acts as public plan sponsor of a retirement plan ("Plan"), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds;

MissionSquare, or its wholly owned subsidiary, acts as investment adviser to VantageTrust Company, LLC, the Trustee of VantageTrust;

MissionSquare has designed, and VantageTrust Company offers, a series of separate funds (the "Funds") for the investment of plan assets as referenced in the Funds' principal disclosure documents, the Disclosure Memorandum and the Fact Sheets (together, "MSQ Disclosures"); and

MissionSquare provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, and benefit disbursement.

AGREEMENTS

1. Appointment of MissionSquare

Employer hereby appoints MissionSquare as administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by MissionSquare shall be those set forth in Exhibit A to this Agreement.

2. Adoption of VantageTrust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within VantageTrust. Employer agrees that the investment, management, and distribution of amounts deposited in VantageTrust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the MSQ Disclosures or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Exclusivity Agreement

Employer agrees that for the initial or succeeding term of this Agreement specified in Section 11, so long as MissionSquare continues to perform in all material respects the services to be performed by it under this Agreement, Employer shall not obtain plan administration from anyone other than MissionSquare. Employer acknowledges that MissionSquare has agreed to the compensation to be paid to MissionSquare under this Agreement in the expectation that MissionSquare will be able to offset costs allocable to performing this Agreement with revenues arising from Employer's exclusive use of MissionSquare at the rates provided herein throughout the initial or succeeding term.

4. Employer Duty to Furnish Information

Employer agrees to furnish to MissionSquare on a timely basis such information as is necessary for MissionSquare to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in VantageTrust, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify MissionSquare in a timely manner regarding changes in staff as it relates to various roles. Such notification is to be completed through the plan sponsor website. MissionSquare shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is

furnished by such participant or beneficiary, and MissionSquare shall not be responsible for any error arising from its reliance on such information. MissionSquare will provide reports, statements and account information to the Employer through the plan sponsor website.

Employer is required to send in contributions through the plan sponsor website. Alternative electronic methods may be allowed but must be approved by MissionSquare for use. Contributions may not be sent through paper submittal documents.

To the extent Employer selects third-party funds that do not have fund profile information provided to MissionSquare through electronic data feeds from external sources (such as Morningstar) or third-party fund providers, the Employer is responsible for providing to MissionSquare timely fund investment updates for disclosure to Plan participants. Such updates may be provided to MissionSquare through the Employer's investment consultant or other designated representative.

5. MissionSquare Representations and Warranties

MissionSquare represents and warrants to Employer that:

- (a) MissionSquare is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of MissionSquare, or its wholly owned subsidiary, to serve as investment adviser to VantageTrust Company is dependent upon the continued willingness of VantageTrust Company for MissionSquare, or its wholly owned subsidiary, to serve in that capacity.
- (b) MissionSquare is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.
- (c) MissionSquare shall maintain and administer the Plan in accordance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code and other applicable federal law; provided, however, that MissionSquare shall not be responsible for the eligible status of the Plan in the event that the Employer directs MissionSquare to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the Plan not to be carried out in accordance with its terms. Further, in the event that the Employer uses its own customized plan document, MissionSquare shall not be responsible for the eligible status of the

Plan to the extent affected by terms in the Employer's plan document that differ from those in MissionSquare's model plan document. MissionSquare shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the Plan in compliance with local or state requirements regarding plan administration unless Employer notifies MissionSquare of any such local or state requirements.

6. Employer Representations and Warranties

Employer represents and warrants to MissionSquare that:

- (a) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.
- (b) Employer understands and agrees that MissionSquare's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, MissionSquare does not render investment advice, is neither the "Plan Administrator" nor "Plan Sponsor" as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and its related trust. MissionSquare does not perform any service under this Agreement that might cause MissionSquare to be treated as a "fiduciary" of the Plan under applicable law, except, and only, to the extent that MissionSquare provides investment advisory services to individual participants enrolled in Guided Pathways Advisory Services.
- (c) Employer acknowledges and agrees that MissionSquare does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable mutual fund share class. Where applicable, Employer understands that the MissionSquare Retirement Income Advantage Fund is an investment option for the

Plan and that the fund invests in a separate account available through a group variable annuity contract. By entering into this Agreement, Employer acknowledges that it has received the Important Considerations document and the MSQ Disclosures and that it has read the information therein concerning the MissionSquare Retirement Income Advantage Fund.

- (d) Employer acknowledges that certain such services to be performed by MissionSquare under this Agreement may be performed by an affiliate or agent of MissionSquare pursuant to one or more other contractual arrangements or relationships, and that MissionSquare reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.
- (e) Employer approves the use of its Plan in MissionSquare external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

7. Participation in Certain Proceedings

The Employer hereby authorizes MissionSquare to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies MissionSquare otherwise, Employer consents to the disbursement by MissionSquare of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

8. Compensation and Payment

- (a) **Participant Fees.** Plan participant accounts shall be assessed an asset-based fee to cover the costs of record-keeping and other services provided by MissionSquare, and other costs associated with the Plans as directed by the Employer. The Employer shall work with MissionSquare to determine the appropriate amount of the gross asset-based fee to be charged to participant accounts, which may be increased or decreased from time to time at the direction of the Employer. At the inception of this Agreement the participant fee shall be 1.00%.

- (b) **Revenue Requirement.** At the onset of this agreement MissionSquare shall receive total annual aggregate revenue of **1.00%** of Plan assets under MissionSquare's administration for providing recordkeeping and other services to the Plans. Such revenue shall be deducted by MissionSquare from amounts collected through the application of the asset-based fee described in section 8(a) prior to allocation of any participant level asset-based fees to the Administrative Allowance Account described in section 8(c) below.

MissionSquare will reduce pricing once the following metrics are achieved:

Metric	Revenue Requirement
\$2M in assets and average participant balance of \$40k	0.85%
\$4M in assets and average participant balance of \$50k	0.65%

Pricing reduction would occur the quarter following attainment of the threshold and remain in effect. All other pricing requirements (Plus Fund, Managed Accounts) would continue to apply.

- (c) **Administrative Allowance Account.** Amounts collected through the application of the asset-based fee described in section 8(a) above in excess of the Revenue Requirement specified in subsection 8(b) above, if any, shall be held in an Administrative Allowance Account (that is maintained as a Plan asset by MissionSquare). Employer understands that the Plan administrative allowance is to be used only to pay for reasonable plan administrative expenses of the Plan or allocated to Plan participants at the instruction of the Employer. Employer may determine that funds from the Administrative Allowance Account should directly pay the invoices of consultants to the Plan. If Employer makes such a determination, Employer will direct MissionSquare in a separate letter to send Administrative Allowance monies to such consultants.

The payment will be made only from the above-referenced Plan's Administrative Allowance Account. Should the amount in the Plan's Administrative Allowance Account be insufficient to cover the fee due, MissionSquare will seek written instruction from the Plan or Plan Sponsor as to the amount to pay the consultant. For processing purposes, the consultant may submit an invoice to MissionSquare for payment of the fee; provided, however, that

MissionSquare will pay the consultant only as set forth above. The consultant shall have no authority to calculate the fee amount, change the frequency of the payment, or change the payee.

Employer acknowledges and agrees that, for the purposes of these payments, MissionSquare is acting as the agent of the Plan. Employer also acknowledges that in following its direction MissionSquare is not exercising any discretion regarding whether the above fee payment is an appropriate or reasonable use of Plan funds. Accordingly, Employer agrees to hold MissionSquare harmless from adverse consequences that may result from making such payments.

- (d) **Revenue Received from Investment Options.** Neither MissionSquare nor the Employer shall retain recordkeeping revenue received directly from investment options made available under the Plan. MissionSquare shall be compensated from fees collected from participant accounts through the application of the asset-based fee described in section 8(a) above. In the event that any Plan investment options do generate revenue from plan investments, MissionSquare shall, as directed by the Employer, credit any and all revenue back to those participant accounts invested in the option in question.
- (e) **Compensation for Management Services to VantageTrust, Compensation for Advisory and other Services to the VT III Vantagepoint Funds and Payments from Third-Party Mutual Funds.** Employer acknowledges that, in addition to amounts payable under this Agreement, MissionSquare receives fees from VantageTrust for investment advisory services and plan and participant services furnished to VantageTrust. Employer further acknowledges that MissionSquare, including certain of its wholly owned subsidiaries, receives compensation for advisory and other services furnished to the VT III Vantagepoint Funds, which serve as the underlying portfolios of a number of Funds offered through VantageTrust. For a VantageTrust Fund that invests substantially all of its assets in a third-party mutual fund not affiliated with MissionSquare, MissionSquare or its wholly owned subsidiary receives payments from the third-party mutual fund families or their service providers in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided based on assets in the underlying third-party mutual fund. These fees are described in the VT Disclosures and MissionSquare's fee disclosure statement. In addition, to the extent that third party

mutual funds are included in the investment line-up for the Plan, MissionSquare receives administrative fees from its third party mutual fund settlement and clearing agent for providing administrative and other services based on assets invested in third party mutual funds; such administrative fees come from payments made by third party mutual funds to the settlement and clearing agent.

- (f) **Redemption Fees.** Redemption fees imposed by outside mutual funds in which Plan assets are invested are collected and paid to the mutual fund by MissionSquare. MissionSquare remits 100% of redemption fees back to the specific mutual fund to which redemption fees apply. These redemption fees and the individual mutual fund's policy with respect to redemption fees are specified in the prospectus for the individual mutual fund and referenced in the VT Disclosures.
- (g) **Payment Procedures.** All payments to MissionSquare pursuant to this Section 8 shall be made from Plan assets held by VantageTrust or received from third-party mutual funds or their service providers in connection with Plan assets invested in such third-party mutual funds, to the extent not paid by the Employer. The amount of Plan assets administered by MissionSquare shall be adjusted as required to reflect any such payments as are made from the Plan. In the event that the Employer agrees to pay amounts owed pursuant to this Section 8 directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets.

The compensation and payment set forth in this Section 8 are contingent upon the Employer's use of MissionSquare's the plan sponsor website for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement and the use of the MissionSquare PLUS Fund as the sole stable value fund.

The compensation and payment in this Section 8 will take effect in the calendar quarter following receipt at a Delivery Address (defined below the signature line) of one fully executed copy of this Administrative Services Agreement based upon the following schedule:

- Agreement received by April 20 – Effective June
- Agreement received by June 20 – Effective August
- Agreement received by August 20 – Effective October
- Agreement received by November 20 – Effective January

Employer further acknowledges and agrees that compensation and payment under this Agreement shall be subject to re-negotiation in the event that the Employer (a) chooses to implement additional mutual funds that neither (i) trade via NSCC nor (ii) meet MissionSquare's daily trading operational guidelines or (b) chooses to implement investment options that are not mutual funds.

9. Contribution Remittance

Employer understands that amounts invested in the Plan are to be remitted directly to Vantagepoint Transfer Agents in accordance with instructions provided to Employer by MissionSquare and are not to be remitted to MissionSquare. In the event that any check or wire transfer is incorrectly labeled or transferred to MissionSquare, MissionSquare may return it to Employer with proper instructions.

10. Indemnification

MissionSquare shall not be responsible for any acts or omissions of any person with respect to the Plan or its related trust, other than MissionSquare in connection with the administration or operation of the Plan. To the extent authorized by Texas Law and with the understanding that Employer is a Texas municipal corporation that is subject to state constitution's prohibition against the creation of an unfunded debt, and with the further understanding that Employer has not created a sinking fund to pay such protentional liability, Employer shall indemnify MissionSquare against, and hold MissionSquare harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against MissionSquare by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or its related trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from MissionSquare's negligence, bad faith, or willful misconduct.

11. Term

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). The term of this Agreement will commence on the Inception Date and extend **five (5) years** from that date. This Agreement will be renewed automatically for each succeeding year unless written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement year. The Employer understands and acknowledges that, in the event the Employer terminates this Agreement (or replaces the MissionSquare PLUS Fund of VantageTrust as an investment option in its investment line-up), MissionSquare

retains full discretion to release Plan assets invested in the MissionSquare PLUS Fund in an orderly manner over a period of up to 12 months from the date MissionSquare receives written notification from the Employer that it has made a final and binding selection of a replacement for MissionSquare as administrator of the Plan (or a replacement investment option for the MissionSquare PLUS Fund).

12. Amendments and Adjustments

- (a) This Agreement may be amended by written instrument signed by the parties.
- (b) MissionSquare may modify this Agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed modification. Such modification shall become effective unless, within the 60-day notice period, the Employer notifies MissionSquare in writing that it objects to such modification. The foregoing permission to modify shall not apply to material terms of the Agreement specific to Employer, such as Payment and Compensation, Term, Indemnification, and the general scope of services.
- (c) The parties agree that enhancements may be made to administrative services under this Agreement. The Employer will be notified of enhancements through the Employer Bulletin, quarterly statements, electronic messages or special mailings. Likewise, if there are any reductions in fees, these will be announced through the Employer Bulletin, quarterly statement, electronic messages or special mailing.

13. Notices

Unless otherwise provided in this Agreement, all notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

MissionSquare: Legal Department, MissionSquare, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240
Facsimile; (202) 962-4601

Employer: at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

14. Complete Agreement

This Agreement shall constitute the complete and full understanding and sole agreement between MissionSquare and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

15. Titles

The headings of Sections of this Agreement and the headings for each of the attached schedules are for convenience only and do not define or limit the contents thereof.

16. Incorporation of Exhibits

All Exhibits (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the **State of Texas**, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Schedules attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

CITY OF BURNET

By _____
Signature/Date

By _____
Name and Title (Please Print)

**THE INTERNATIONAL CITY MANAGEMENT
ASSOCIATION RETIREMENT CORPORATION
doing business as MISSIONSQUARE
RETIREMENT**

By _____
Erica McFarquhar
Authorized Representative

Please return an executed copy of the Agreement to a Delivery Address, either:

- (a) Via **DocuSign**
- (b) Electronically to ClientContracts_ICMA-RC@icmarc.org

Exhibit A

Administrative Services

The administrative services to be performed by MissionSquare under this Agreement shall be as follows:

- (a) Participant enrollment services are provided online. Employees will enroll online through a secure site or the Employer will enroll employees through the plan sponsor website.
- (b) Establishment of participant accounts for each employee participating in the Plan for whom MissionSquare receives appropriate enrollment instructions. MissionSquare is not responsible for determining if such Plan participants are eligible under the terms of the Plan.
- (c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment funds offered under the Plan.
- (d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.
- (e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to MissionSquare through the participant website or the plan sponsor website), beneficiary designation instructions and all other documents concerning each participant's account.
- (f) Provision of periodic reports to the Employer through the plan sponsor website. Participants will have access to account information through Participant Services, Voice Response System, the participant website, and text access, and through quarterly statements that can be delivered electronically through the participant website or by postal service.
- (g) Communication to participants of information regarding their rights and elections under the Plan.
- (h) Making available Participant Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or MissionSquare are closed for business (including emergency closings)), to assist participants.
- (i) Making available access to MissionSquare's website, to allow participants to access certain account information and initiate certain plan transactions at any time. The participant website is normally available 24 hours a day, seven days a week except during scheduled

- maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at <https://accountaccess.icmarc.org>.
- (j) Maintaining the security and confidentiality of client information through a system of controls including but not limited to, as appropriate: restricting plan and participant information only to those who need it to provide services, software and hardware security, access controls, data back-up and storage procedures, non-disclosure agreements, security incident response procedures, and audit reviews.
 - (k) Making available access to MissionSquare's plan sponsor web site to allow plan sponsors to access certain plan information and initiate plan transactions such as enrolling participants and managing contributions at any time. The plan sponsor web site is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window currently is outlined at <https://ezlink.icmarc.org>.
 - (l) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through the participant website or via form.
 - (m) Upon approval by the Employer that a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan, MissionSquare will establish a separate account record for the alternate payee and provide for the investment and distribution of assets held thereunder.
 - (n) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through the participant website.
 - (o) Guided Pathways Advisory Services – MissionSquare's participant advice service, "Fund Advice" may be made available through a third-party vendor on the terms specified on MissionSquare's website.
 - (p) MissionSquare will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.).

ADDENDUM

SELF DIRECTED BROKERAGE ACCOUNT

This Addendum to the Administrative Services Agreement ("Agreement") between Plan **300458, City of Burnet** ("Employer") and the International City Management Association Retirement Corporation doing business as MissionSquare Retirement ("MissionSquare") is entered as of this ____ day of _____, 20____. The parties to the Agreement hereby agree as follows:

1. General. MissionSquare will make available to participants in Employer's Plan the MissionSquare Broker self-directed brokerage account option through MissionSquare's relationship with TD AMERITRADE ("TDA"), a broker-dealer registered with the Securities and Exchange Commission ("SEC"). TDA will hold in each self-directed brokerage account all securities, cash and other property transferred to the account on behalf of a participant and will disburse the same in accordance with directions of each participant electing the self-directed brokerage account option. All securities are offered by TD Ameritrade.
2. Investment Options. Investments under the MissionSquare Broker account option may be made in shares of available registered mutual funds as well as exchange traded funds (ETFs), individual stocks, and fixed income securities.
3. Account and Transfer Minimums. The MissionSquare Broker option will be made available to participants with an initial core account balance of at least \$35,000. The first transfer from the core account balance to MissionSquare Broker must be at least \$5,000, and the minimum amount for subsequent transfers is \$1,000. Upon any transfer of funds to the MissionSquare Broker account, the core account balance following the transfer must be at least \$30,000. A "core account balance" shall be a participant's total account balance, aggregated across all accounts held at MissionSquare, excluding assets invested in MissionSquare Broker.
4. Account Information and Transactions. Access to MissionSquare Broker information and transactions can be made through MissionSquare's website, by calling MissionSquare, or by contacting TD Ameritrade directly.
5. Fees. For services provided in connection with the MissionSquare Broker option, MissionSquare will charge each participant who opens a MissionSquare Broker account a \$50 annual fee, which shall be assessed on a quarterly basis after the first year. The Fees charged by TDA are set forth in TDA's account documents.

6. Additional Compensation. TDA may from time to time, and from monies independent of Plan assets, compensate MissionSquare for the administrative services provided for MissionSquare Broker accounts. Such compensation, if any, shall be fully disclosed to Employer annually.
7. Liability for Participant Directions. Notwithstanding any other provision in the Agreement or this Addendum, MissionSquare shall not be liable in connection with any claim, loss, damages, or injury resulting from any participant MissionSquare Broker account investment direction, unless MissionSquare, its officers, agents or employees have acted negligently in executing or failing to execute such direction.
8. Limitation of Liability. Employer has elected under this Addendum to make available to participants the option of using their MissionSquare Broker accounts to buy, sell or hold shares of mutual funds and individual securities selected by Plan participants ("MissionSquare Broker Investments."). All MissionSquare Broker Investments made by participants through their MissionSquare Broker accounts will be selected by the participants in their sole discretion and bought or sold on an unsolicited basis. It is understood and acknowledged that MissionSquare, MissionSquare Investment Services, MissionSquare Investments, VantageTrust Company, LLC, Vantagepoint Transfer Agents, LLC or any of their respective officers, directors, employees or affiliates ("MSQ Group") will not make recommendations or give advice of any kind to Employer or participants with respect to such MissionSquare Broker Investments or act in a fiduciary capacity for Employer, participants or the issuers of such MissionSquare Broker Investments. Although the MSQ Group may consult with Employers regarding fiduciary and other issues related to offering the MissionSquare Broker program, the MSQ Group also will not make recommendations or give advice to Employer with respect to the advisability of allowing participants to use their MissionSquare Broker accounts to buy, sell or hold "MissionSquare Broker Investments" or as to what, if any, specific MissionSquare Broker Investments or categories of MissionSquare Broker Investments participants should be permitted to invest in through their MissionSquare Broker accounts. All investment decisions with respect to MissionSquare Broker Investments will be the sole responsibility of each participant and his or her own financial or other advisors, and the MSQ Group is not in a position, nor does it undertake any responsibility, to give advice to a participant, make suitability determinations with respect to a participant's investment in MissionSquare Broker Investments, or oversee the handling of TDA's responsibility in this regard. Employer acknowledges and agrees that no persons in the MSQ Group will have any responsibility or liability whatsoever for any loss or damage that Employer or any participant may incur with respect to such MissionSquare Broker Investments, and Employer agrees to indemnify and hold harmless each person in the MSQ Group from all losses, damages or claims, including reasonable legal fees and expenses, that may arise in connection with any MissionSquare

Broker Investments bought, sold or held through MissionSquare Broker accounts by participants in Employer's Plan.

9. Arbitration. The parties hereto agree to settle by arbitration any controversy between or among MissionSquare, its affiliates, officers, directors or employees, the Employer, the Plan or a Plan participant, which controversy relates to the MissionSquare Broker option or participant directed transactions thereunder, a participant's payment of fees, or MissionSquare's actions or omissions in connection with a MissionSquare Broker account. Such arbitration will be conducted in accordance with the securities arbitration rules then in effect of the American Arbitration Association, the Financial Industry Regulatory Authority ("FINRA"), or any registered national securities exchange. Any award made by an arbitrator shall be final, and judgment on it may be entered by any court having jurisdiction.
10. Delivery of Documents. To the extent required by law, TDA shall forward to participants documents received by TDA relating to voting rights or other rights accruing from investments purchased through a participant's MissionSquare Broker account, including, but not limited to, proxies, options, warrants, tenders, reports, and offering circulars. MissionSquare will not receive such documents and therefore cannot be responsible for their delivery to participants.
11. Complaint, Correspondence, Participant Inquiries. MissionSquare agrees to forward immediately to the Employer any complaint from a participant concerning MissionSquare Broker, or any document, correspondence, complaint, or inquiry from any regulatory authority, including, but not limited to, the SEC, FINRA, state securities departments, state insurance departments, or state banking departments concerning MissionSquare Broker that names or refers directly or indirectly to the Employer or its employees.
12. Confidential Information. All information provided to MissionSquare by the Employer or Plan participants in connection with a MissionSquare Broker account shall be regarded by MissionSquare as confidential and shall not be used by MissionSquare in connection with any matter other than Plan or MissionSquare Broker account administration without prior written consent of the Employer, or participant, as appropriate.

In Witness Whereof, the parties hereto have executed this Addendum as of the date first shown above.

CITY OF BURNET

By _____ Date _____
Signature

Name and Title (Please Print)

**THE INTERNATIONAL CITY MANAGEMENT
ASSOCIATION RETIREMENT CORPORATION doing
business as MISSIONSQUARE RETIREMENT**

By  _____
Erica McFarquhar
Authorized Representative



CITY OF BURNET
457 Deferred Compensation Plan
Investment Mapping – May 2022

CITY OF BURNET

Proposed Investment Menu

Asset Class	Fund Name	Ticker	Assets	Exp.	Investment Notes	
Fixed Income	Cap. Pres.	MissionSquare PLUS Fund R10	-	\$12,813	0.300%	Competitive Capital Preservation option.
	Int.-Term (active)	Sterling Capital Total Return Bond R6	strdx	\$23,754	0.350%	Low-cost. Ability to add value via credit selection and diversification. Good analytical depth and retention.
	Int.-Term (index)	Fidelity US Bond Index	fxnax	\$17,075	0.025%	Low cost, low tracking error exposure to asset class.
Large Cap	Large (active)	Hartford Core Equity R6	haitx	\$57,523	0.360%	Low cost. Deep analytical bench. Good risk-adjusted returns due to buy-and-hold approach emphasizing quality companies trading at attractive valuations.
	Large (index)	Fidelity 500 Index	fxaix	\$62,250	0.015%	Low cost, low tracking error exposure to asset class.
Mid	Mid Blend	Fidelity Mid Cap Index	fsmdx	\$131,284	0.025%	Low cost, low tracking error exposure to asset class.
Small	Small Blend	Fidelity Small Cap Index	fssnx	\$5,122	0.025%	Low cost, low tracking error exposure to asset class
Int'l	Int'l (active)	MFS International Diversification R6	mdizx	\$26,306	0.730%	Multi manager approach with combined portfolios gives diversified exposure to asset class. Multi-level risk-based management for style consistency.
	Int'l (index)	Fidelity Total International Index	ftihx	\$49,876	0.060%	Low cost, diversified multi-manager approach.
Target Date	Income	Vanguard Target Retirement Income	vtinx	\$230,853	0.080%	Low-cost and impressive track record within the target date space.
	2020	Vanguard Target Retirement 2020	vtwnx	\$192,334	0.080%	
	2025	Vanguard Target Retirement 2025	vttvx	\$1,276	0.080%	
	2030	Vanguard Target Retirement 2030	vthrx	\$70,728	0.080%	
	2035	Vanguard Target Retirement 2035	vtthx	\$16,109	0.080%	
	2040	Vanguard Target Retirement 2040	vforx	\$33,091	0.080%	
	2045	Vanguard Target Retirement 2045	vtivx	\$101	0.080%	
	2050	Vanguard Target Retirement 2050	vfifx	\$25,958	0.080%	
	2055	Vanguard Target Retirement 2055	vffvx	\$5,185	0.080%	
	2060	Vanguard Target Retirement 2060	vttsx	\$921	0.080%	
	2065	Vanguard Target Retirement 2065	vlvxx	\$0	0.080%	
TOTALS			\$962,559	0.110%		

457 Plan

Current Costs
Revised Inv. Cost + Assumed 1.00% Admin Cost*
Est. Annual Savings (%)
Est. Annual Savings (\$)

1.30%
1.110%
0.188%
\$1,810

*At \$2M in assets and \$40k average balance, revenue requirement falls to 0.85%;
at \$4M in assets and \$50k average balance, revenue requirement falls to 0.65%.

457 Plan Proposed Mapping

Current Option				Map To			
Name	Expense Ratio	Rev Share	Value	Asset Class	Fund	Ticker	Expense
MissionSquare PLUS Fund R1	1.33%	0.80%	\$12,813	Cap. Pres.	MissionSquare PLUS Fund R10	-	0.300%
MissionSquare Core Bond Idx R1	0.94%	0.80%	\$17,075	Int. - Term (index)	Fidelity US Bond Index	fxnax	0.025%
MSQ Western Asst Core Plus Bnd	1.00%	0.90%	\$9,845	Int. - Term (active)	Sterling Capital Total Return Bond R6	strdx	0.350%
MissionSquare Inflation Foe R1	1.15%	0.80%	\$10,838	Int. - Term (active)	Sterling Capital Total Return Bond R6	strdx	0.350%
MSQ PIMCO High Yield	1.36%	0.80%	\$3,071	Int. - Term (active)	Sterling Capital Total Return Bond R6	strdx	0.350%
MissionSquare Equity Income R1	1.29%	0.80%	\$8,531	Large (active)	Hartford Core Equity R6	haitx	0.360%
MSQ MFS Value	1.13%	0.80%	\$16,590	Large (active)	Hartford Core Equity R6	haitx	0.360%
MissionSquare 500 Stock Idx R1	0.94%	0.80%	\$57,330	Large (index)	Fidelity 500 Index	fxaix	0.015%
MissionSquare Broad Mkt Idx R1	0.95%	0.80%	\$4,921	Large (index)	Fidelity 500 Index	fxaix	0.015%
MSQ Parnassus Core Equity	1.39%	0.80%	\$4,383	Large (active)	Hartford Core Equity R6	haitx	0.360%
MSQ Contrafund	1.41%	0.80%	\$21,782	Large (active)	Hartford Core Equity R6	haitx	0.360%
MSQ T Rowe Price Growth Stk	1.47%	0.95%	\$6,237	Large (active)	Hartford Core Equity R6	haitx	0.360%
MissionSquare Select Value R1	1.36%	0.80%	\$2,161	Mid Blend	Fidelity Mid Cap Index	fsmdx	0.025%
MSQ Victory Sycamore Est Value	1.18%	0.80%	\$13,737	Mid Blend	Fidelity Mid Cap Index	fsmdx	0.025%
MissionSquare Mid/Sm Co Idx R1	0.95%	0.80%	\$6,985	Mid Blend	Fidelity Mid Cap Index	fsmdx	0.025%
MissionSquare Aggrsve Opps R1	1.39%	0.80%	\$2,328	Mid Blend	Fidelity Mid Cap Index	fsmdx	0.025%
MSQ AMG TimesSquare Mid Cap Gr	1.73%	0.80%	\$102,686	Mid Blend	Fidelity Mid Cap Index	fsmdx	0.025%
MissionSquare Sm Cap Disc R1	1.35%	0.80%	\$3,079	Small Blend	Fidelity Small Cap Index	fssnx	0.025%
MSQ Invesco Discovery	1.38%	0.80%	\$2,044	Small Blend	Fidelity Small Cap Index	fssnx	0.025%
MissionSquare International R1	1.50%	0.80%	\$12,761	Int'l (active)	MFS International Diversification R6	mdizx	0.730%
MissionSquare Ovrs Eq Index R1	1.01%	0.80%	\$12,478	Int'l (index)	Fidelity Total International Index	ftihx	0.060%
MSQ Diversified International	1.60%	0.80%	\$3,626	Int'l (active)	MFS International Diversification R6	mdizx	0.730%
MissionSquare Emerging Mkts R1	1.58%	0.80%	\$9,919	Int'l (active)	MFS International Diversification R6	mdizx	0.730%
MissionSquare Ret IncomeAdv	2.22%	1.00%	\$1,276	2025	Vanguard Target Retirement 2025	vttvx	0.080%
MissionSquare Ret Tgt 2015 R1	1.25%	0.80%	\$230,853	Income	Vanguard Target Retirement Income	vtinx	0.080%
MissionSquare Ret Tgt 2020 R1	1.27%	0.80%	\$192,334	2020	Vanguard Target Retirement 2020	vtwnx	0.080%
MissionSquare Ret Tgt 2030 R1	1.31%	0.80%	\$58,744	2030	Vanguard Target Retirement 2030	vthrx	0.080%
MissionSquare Ret Tgt 2035 R1	1.32%	0.80%	\$16,109	2035	Vanguard Target Retirement 2035	vtthx	0.080%
MissionSquare Ret Tgt 2040 R1	1.34%	0.80%	\$26,808	2040	Vanguard Target Retirement 2040	vforx	0.080%
MissionSquare Ret Tgt 2045 R1	1.34%	0.80%	\$101	2045	Vanguard Target Retirement 2045	vtivx	0.080%
MissionSquare Ret Tgt 2050 R1	1.34%	0.80%	\$25,958	2050	Vanguard Target Retirement 2050	vfifx	0.080%
MissionSquare Ret Tgt 2055 R1	1.34%	0.80%	\$5,185	2055	Vanguard Target Retirement 2055	vffvx	0.080%
MissionSquare Ret Tgt 2060 R1	1.34%	0.80%	\$921	2060	Vanguard Target Retirement 2060	vttsx	0.080%
MissionSquare MP Lng- Trm Gr R1	1.31%	0.80%	\$6,283	2040	Vanguard Target Retirement 2040	vforx	0.080%
MissionSquare MP Gbl Eqty Gr R1	1.34%	0.80%	\$37,398	Int'l (index)	Fidelity Total International Index	ftihx	0.060%
MSQ Puritan	1.06%	0.80%	\$11,984	2030	Vanguard Target Retirement 2030	vthrx	0.080%
MSQ Nuveen Real Estate Secs	1.52%	0.80%	\$0	Mid Blend	Fidelity Mid Cap Index	fsmdx	0.025%
MSQ Cohen & Steers Realty R1	1.43%	0.80%	\$3,387	Mid Blend	Fidelity Mid Cap Index	fsmdx	0.025%
TOTAL	1.30%	0.80%	\$962,559				0.11%



City Secretary

ITEM 4.2

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

Action

Meeting Date:	June 28, 2022
Agenda Item:	Discuss and consider action: Appointment of two Commissioners to the Housing Authority of the City of Burnet: K. Dix
Background:	Paula Bundrant and Fran Taylor currently serve as Commissioners on the Housing Authority of the City of Burnet and both are seeking re-appointment. Their two-year terms expire the end of June 2022.
Information:	Billie Shelburn, Executive Director of the Burnet Housing Authority of the City of Burnet submitted a request to re-appoint Paula Bundrant and Fran Taylor as Commissioners on the Housing Authority Board of the City of Burnet for a term of two years, expiring in June of 2024.
Fiscal Impact:	None.
Recommendation:	Re-appoint Paula Bundrant and Fran Taylor to the Housing Authority Board of Commissioners of the City of Burnet to serve a two-year term, expiring in June 2024.

**Certificate of Appointment of
Commissioners of the Housing Authority
Of the City of Burnet, Texas**

Pursuant to the provisions of section 5 of the "Housing Authorities Law" of the State of Texas and by virtue of my office as Mayor:

I hereby appoint, the following named person to serve as Commissioner of the Housing Authority of the City of Burnet, Texas and to serve for the following two-year term:

**Paula Bundrant
2022-2024**

I hereby certify that the above designated Commissioner is not an Officer or Employee of the City of Burnet, Texas, but said Commissioner is a resident thereof.

In witness whereof, I have hereunto signed my name as Mayor of the City of Burnet, Texas, and caused the official Corporate Seal of the City of Burnet, Texas to be attached hereto this 28th day of June, 2022.

Crista Goble Bromley, Mayor
City of Burnet, Texas

ATTEST:

Kelly Dix, City Secretary
City of Burnet, Texas

CERTIFIED DOCUMENT

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

I hereby certify that on the 28th day of June 2022 a certificate of appointment of Commissioner **Paula Bundrant** of the Housing Authority of the City of Burnet, Texas, was duly filed with the City Secretary of the City of Burnet, Texas, and the certificate being dated the 28th day of June 2022, and signed by the Mayor of the said City, and attached hereto is a true, correct and compared copy of the original certificate of appointment and designation which is now on file in the office of the City Secretary of the City of Burnet Texas.

In witness hereof, I have hereunto set my hand and the seal of the City of Burnet, Texas this 28th, day of June, 2022.

Kelly Dix, City Secretary

**Certificate of Appointment of
Commissioners of the Housing Authority
Of the City of Burnet, Texas**

Pursuant to the provisions of section 5 of the "Housing Authorities Law" of the State of Texas and by virtue of my office as Mayor:

I hereby appoint, the following named person to serve as Commissioner of the Housing Authority of the City of Burnet, Texas and to serve for the following two-year term:

**Fran Taylor
2022-2024**

I hereby certify that the above designated Commissioner is not an Officer or Employee of the City of Burnet, Texas, but said Commissioner is a resident thereof.

In witness whereof, I have hereunto signed my name as Mayor of the City of Burnet, Texas, and caused the official Corporate Seal of the City of Burnet, Texas to be attached hereto this 28th day of June, 2022.

Crista Goble Bromley, Mayor
City of Burnet, Texas

ATTEST:

Kelly Dix, City Secretary
City of Burnet, Texas

CERTIFIED DOCUMENT

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

I hereby certify that on the 28th day of June 2022 a certificate of appointment of Commissioner **Fran Taylor** of the Housing Authority of the city of Burnet, Texas, was duly filed with the City Secretary of the City of Burnet, Texas, and the certificate being dated the 28th day of June 2022, and signed by the Mayor of the said City , and attached hereto is a true, correct and compared copy of the original certificate of appointment and designation which is now on file in the office of the City Secretary of the City of Burnet Texas.

In witness hereof, I have hereunto set my hand and the seal of the City of Burnet, Texas this 28th day of June, 2022.

Kelly Dix, City Secretary



Housing Authority of The City of Burnet

805 SOUTH WATER
P. O. BOX 56
BURNET, TEXAS 78611
PHONE 512 756-4745

June 2, 2022

Mayor Crista Bromley
City of Burnet
P.O. Box 1369
Burnet, Texas 78611

Dear Mayor Bromley:

It is time again to appoint two of my five Commissioners for the Burnet Housing Authority. This year the two will be Paula Bundrant and Fran Taylor. I have spoken to both, and they are willing to continue to serve. I would love to see them both be reappointed; they both have served several years now and understand how it all works.

We would like to thank the City of Burnet for all the support we always receive throughout the year. It is a privilege to work with each, and every one of you.

We have had a very busy year; with 425 tenants you are always busy. We still trying to keep everyone safe from the virus, so we contact tenants pick up papers and do inspections. All this cuts down on traffic in the office. We now serve the whole Burnet County area, with some vouchers going to Kingsland, and the Llano area.

The Burnet Housing Authority helps 425 families pay rents in the County. These families are made up of elderly, disable, veterans and families with children. The housing we provide is safe, sanitary, and decent. In these times we have so many in need of help with rents. We still have our waiting list open, it runs about 2 years before they reach the top of the list. This is so sad, to have to tell these people that are in need, they will have to wait this long.

We are still in the process of getting the closing done on our loan for the rehab at the League Street Manor Apartments. We have our fingers crossed that it will happen very soon. We have been working and waiting on this for a very long time.

We still maintain our high performer status with the Department of Housing and Urban Development. We are so proud of. We are so lucky to have the San Antonio office to work with.

The Burnet Housing Authority Budget puts a lot of funds back in our community. We are so proud that we can contribute to the community in this way. We now maintain an office in Burnet and at the CRC Building in Marble Falls.

The Burnet Housing Authority staff and Commissioners, as always, are so proud to be a part of this great Community.

I have also included a copy of our last Audit. This Audit is for the year ending December 31, 2020.

Again, thank you so much for your time and concern.

Yours truly,

A handwritten signature in cursive script that reads "Billie Shelburn". The signature is written in dark ink and is positioned above the printed name and title.

Billie Shelburn
Executive Director



Administration

ITEM 4.3

Kelly Dix
City Secretary
512.715.3209
kdix@cityofburnet.com

Action

Meeting Date:	June 28, 2022
Agenda Item:	Discuss and consider action: Appointment of members to the City of Burnet Planning and Zoning Commission: K. Dix
Background:	Current City of Burnet Planning and Zoning Commission Members Glen Gates (position 2) and Calib Williams (Position 4) and have completed their current term on the Commission.
Information:	Glen Gates and Calib William have both expressed their desire to continue to serve on the Burnet Planning and Zoning Commission.
Fiscal Impact:	No fiscal impact
Recommendation:	Staff recommends re-appointment of Glen Gates to position 2 and Calib Williams to position 4 of the City of Burnet Planning and Zoning Commission as presented.



PLANNING AND ZONING COMMISSION

(As of: May 2022)

<u>NAME</u>	<u>ADDRESS</u>	<u>EMAIL</u>	<u>PHONE</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
1. Tommy J. Gaut (Chair)	113 Canyon View	tjgaut@swbell.net	(713)-542-6087	January 2021	June 2023
2. Glen Gates (Vice Chair)	228 Sunday Drive	gagates1952@gmail.com	(512)-234-8396 (H) (377)-540-0047 (C)	May 2021	June 2022
3. Herve Derek Fortin (Secretary)	115 Fox Circle P.O. Box 885	hderek.Fortin@gmail.com	(512)-588-9180 (H)	January 2021	June 2023
4. Calib Williams (Member)	245 Sunday Drive	calib@traxion82.com	(432)-296-2204 (H) (432)-687-9165	February 2020	June 2022
5. Glen Teauge (Member)	100 Big Sky	glen@teaguecustomhomes.com	(512)-540-2222	May 2021	June 2023



Administration

ITEM 4.4

Kelly Dix
City Secretary
512.715.3209
kdix@cityofburnet.com

Agenda Item Brief

Meeting Date:	June 28, 2022
Agenda Item:	Discuss and consider action: Appointment of members to the City of Burnet Zoning Board of Adjustments: K. Dix
Background:	Current City of Burnet Zoning Board of Adjustment (ZBOA) Members, Tommy J. Gaut (position 4) and Herve Derek Fortin (position 3) will reach the end of their term on June 30, 2022.
Information:	<p>Joy Taylor (Position 1) submitted her resignation from the Board in May of 2022 creating a vacancy. Linda Freitag has submitted an application to serve on the ZBOA with a term that will expire June 30, 2024.</p> <p>Herve Derek Fortin (position 3) was appointed to the Burnet Zoning Board of Adjustments in May 2022 to fill the un-expired term of former Board Member Paul Shell that has a term end date of June 30, 2022. Mr. Fortin has expressed his desire to remain on the board.</p> <p>Mr. Gaut (position 4) has been serving on the Zoning Board of Adjustments in an “alternate capacity and has expressed his desire to remain on the City of Burnet Zoning Board of Adjustments in a permanent capacity for another term that would expire on June 30, 2024 as well.</p>
Fiscal Impact:	No fiscal impact
Recommendation:	Staff recommends Appointment of Linda Freitag (Position 1), re-appointment of Herve Derek Fortin (Position 3) and Tommy J. Gaut (Position 4) to the City of Burnet Zoning Board of Adjustments for a two year term that will expire on June 30, 2024.



CITY OF BURNET

P. O. Box 1369
1001 Buchanan Drive
Burnet, Texas 78611
Phone: 512-756-6093 Fax: 512-756-8560

COMMUNITY SERVICE APPLICATION

I am interested in serving on the following City of Burnet Board or Commission:

☐ Economic Development
Corporation Board
☒ City of Burnet Historical Board
☒ Board of Adjustments
☐ Charter Review Committee

☐ Parks & Recreation Advisory Board
☐ Planning & Zoning Commission
☐ Airport Advisory Board
☐ Ethics Board
☐ Other _____

Name: LINDA FREITAG Email: linda.freitag@verizon.net
Home & Mailing Address: 101 CORDER LN, BURNET, TX DOB: 10/08/1948
Home Phone: 512-755-0583 Business Phone: N/A

(For Planning and Zoning or Board of Adjustment applicants only): Resident of Burnet for 22 years. Registered Voter of the City of Burnet? Yes ☒ No ☐

Occupation: RETIRED - IBM

Education (Optional): _____

Special knowledge or experience applicable to City board or commission function: _____

☐ Banking/Finance

☐ Building/Construction

☐ Real Estate/Development

☐ Industrial Training

☐ Business Development

☐ Promotion/Marketing

☐ Manufacturing/Industrial Operations

☐ Law/Contract Administration

☒ Other - PREVIOUSLY A MEMBER OF THIS BOARD

Do you serve on any other board/commission at this time: If so, please list:

NP
Other information (professional and/or community activities):

I have attended one or more meetings of the board or commission for which I have applied. ☒ Yes ☐ No
How many times _____ in the past _____ months.

PREVIOUSLY
FRIDAY
TO 2019

This application is the only information considered for appointments by the City Council.
PLEASE, RETURN THIS COMPLETED FORM TO THE CITY SECRETARY'S OFFICE

Linda Freitag
Signature

06/14/2022
Date



ZONING BOARD OF ADJUSTMENTS
(As of: May 2022)

<u>NAME</u>	<u>ADDRESS</u>	<u>EMAIL</u>	<u>PHONE</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
1. Vacant (Chair-vacated by Joy Taylort)					Jun 2022
2. Kim Winkler (Secretary)	208 Corder Ln.	kim@burnetchamber.org	512-525-1008 (H)	Dec 2021	Jun 2023
3. Herve Derek Fortin	115 Fox Circle	hderek.fortin@gmail.com	512-588-9180 (H)	May 2022	Jun 2022
4. Tommy J. Gaut	113 Canyon View	tjgaut@swbell.net	713-542-6087	Dec 2021	Jun 2022
5. Calib Williams	245 Sunday Drive	calib@traxion82.com	432-296-2204 (H) 432-687-9165	Dec 2021	Jun 2023
6. Cesar E. Arreaza	116 Big Sky	carreaza56@gmail.com	713-826-9065	Dec 2021	Jun 2023



Administration

ITEM 4.5

Kelly Dix
City Secretary
512-715-3209
kdix@cityofburnet.com

Action

Meeting Date: June 28, 2022

Agenda Item: Discuss and consider action: Burnet Economic Development Corporation (BEDC) board appointments: K. Dix

Background: The following Burnet Economic Development Corporation (BEDC) Board Members terms expire on June 30, 2022 for the following:

- Brad Zehner (position 5)
- Danny Lester (position 6)
- Habib Erkan (position 7)

Mr., Zehner has stated his desire to be re-appointed to the board for a term that will expire in June 2024.

Board Member Danny Lester filled a Council appointed position on the BEDC Board has completed his term as Council Member therefore ending his term on the Burnet Economic Development Corporation Board as well.

The Bylaws of the Burnet Economic Development Corporation states **the Board of Directors will consist of not more than four (4) of such Directors shall be an employee, officer, or member of the governing body of the City of Burnet.** All Directors shall be designated as Director 1 through 7. The terms of Directors 1, 2, 3, and 4 shall expire on June 30th of odd numbered years. The terms of Directors 5, 6 and 7 shall expire on June 30th of even numbered years.

Local Government Code § 505.052 Sec. C states: Three directors of a Type B Corporation must be persons who are not employees, officers, or members of the governing body of the authorizing municipality.

Information:

Current BEDC Board Openings are one At-Large position (currently held by Brad Zehner who is eligible for re-appointment), and two city related appointed positions (vacated seat of former Council Member Lester and current held seat of Assistant City Manager Habib Erkan, Jr.).

The Board opening was advertised in the Burnet Bulletin on June 15th and 22nd, 2022, and on the City of Burnet Social Media sites. The following applications/notifications were received by the June 23rd deadline.

Council Members Philip Thurman and Mary Jane Shanes have both expressed a desire to serve on the BEDC Board. Brad Zehner has expressed his desire for re-appointment to Position 5. ACM Erkan has indicated he is willing to continue to serve if requested to do so by Council, but irrespectively will be involved in the ongoing operations of the EDC.

Staff is seeking direction on appointments/re-appointments for the Burnet Economic Development Corporation Board of Directors.

Fiscal Impact:

None

Recommendation:

To be determined by Council



City of
BURNET TEXAS

Please return completed application to:
City Secretary's Office
1001 Buchanan Drive, Suite 4
P.O. Box 1369
Burnet, TX 78611
By fax 512-756-8560
By email to kdix@cityofburnet.com

BOARDS AND COMMISSIONS APPLICATION

I am interested in serving on the following City of Burnet Board or Commission:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Economic Development Corporation Board | <input type="checkbox"/> Airport Advisory Board |
| <input type="checkbox"/> Historic Preservation Board | <input type="checkbox"/> Charter Review Committee |
| <input type="checkbox"/> Board of Adjustments and Appeals | <input type="checkbox"/> Police Department Citizen Advisory Board |
| <input type="checkbox"/> Planning & Zoning Commission | |

Name: Mary Jane Shanes Telephone: 806-292-6912

Residential Address: 1011 N Main St, Burnet Tx 78611

E-mail Address: m_shanes@yahoo.com DOB: 12/05/51

Resident of the City of Burnet for 14 years.

Are you a registered voter of the City of Burnet? ☒ Yes ☐ No Voter Registration No. _____

Occupation: Retired

I have attended one or more meetings of the board or commission for which I have applied. ☒ Yes ☐ No

Does any potential conflict of interest exist which may interfere or inhibit you to carry out the duties of the Board or Commission for which you have applied? ☐ Yes ☒ No (If Yes, please explain.)

Do you serve on any other board/commission at this time: If so, please list:

Currently on City Council of Burnet

Special knowledge or experience applicable to City board or commission function: (please explain.)

Serving on City Council of Burnet

Please provide any additional information you feel would be useful to the City Council in considering your application. Please use additional sheets as necessary. A cover letter and/or resume may also be submitted with the application.

Applicant Signature:
Mary Jane Shanes

Date:
6/15/2022



City of
BURNET TEXAS

Please return completed application to:
City Secretary's Office
1001 Buchanan Drive, Suite 4
P.O. Box 1369
Burnet, TX 78611
By fax 512-756-8560
By email to kdix@cityofburnet.com

BOARDS AND COMMISSIONS APPLICATION

I am interested in serving on the following City of Burnet Board or Commission:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Economic Development Corporation Board | <input type="checkbox"/> Airport Advisory Board |
| <input type="checkbox"/> Historic Preservation Board | <input checked="" type="checkbox"/> Charter Review Committee |
| <input type="checkbox"/> Board of Adjustments and Appeals | <input type="checkbox"/> Police Department Citizen Advisory Board |
| <input type="checkbox"/> Planning & Zoning Commission | |

Name: Philip Thurman Telephone: 512 656 9957

Residential Address: 104 Wallace Riddell Dr.

E-mail Address: pthurman@officeplm.com DOB: 12/02/61

Resident of the City of Burnet for 16 years.

Are you a registered voter of the City of Burnet? ☒ Yes ☐ No Voter Registration No. _____

Occupation: President Process PassPort Inc.

I have attended one or more meetings of the board or commission for which I have applied. ☒ Yes ☐ No

Does any potential conflict of interest exist which may interfere or inhibit you to carry out the duties of the Board or Commission for which you have applied? ☐ Yes ☐ No (If Yes, please explain.)

No

Do you serve on any other board/commission at this time: If so, please list:

City Council, Rotary, Hill Country Community Foundation, Burnet Central Appraisal District

Special knowledge or experience applicable to City board or commission function: (please explain.)

Past President of EDC, jumpstarting these projects, Winery, BSW Clinic, My Town Housing

Please provide any additional information you feel would be useful to the City Council in considering your application. Please use additional sheets as necessary. A cover letter and/or resume may also be submitted with the application.

Applicant Signature:  Date: 6/14/2022



Administration

ITEM 4.6

Kelly Dix
City Secretary
512.715.3209
kdix@cityofburnet.com

Action

Meeting Date:	June 28, 2022
Agenda Item:	Discuss and consider action: Appointment of members to the Burnet Airport Advisory Board: K. Dix
Background:	Currently the following members of the Burnet Municipal Airport Advisory Board JoDean Perry (position 1) and Charles F. Deitrich (position 2) and Robert Vossman (position 3) have completed their term on the board and are eligible for re-appointment. All three members have expressed their desire to serve another term and have requested re-appointment.
Information:	Staff is requesting re-appointment of the current Airport Advisory members JoDean Perry (position 1) and Charles F. Deitrich (position 2) and Robert Vossman (position 3) for a two year term that will end June 30, 2024.
Fiscal Impact:	No fiscal impact
Recommendation:	Staff recommends re-appointment of JoDean Perry and Charles Deitrich and Robert Vossman to the Burnet Municipal Airport Advisory Board as presented.



BURNET MUNICIPAL AIRPORT ADVISORY BOARD

(As of: May 2022)

<u>NAME</u>	<u>ADDRESS</u>	<u>EMAIL</u>	<u>PHONE</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
1. JoDean Perry (Chair)	301 E. Marble St. Burnet, TX 78611	cubbie@kbmq.net	(512) 507-4252	December 2020	June 2022
2. Charles F. Deitrich (Vice Chair)	1601 Wofford Drive Burnet, Texas 78611	cffd66@yahoo.com	(512) 756-6999	December 2020	June 2022
3. Robert Vossman	409 Fox Crossing Burnet, TX 78611	bvossman@austin.rr.com	(512) 366-2578	December 2020	June 2022
4. Dave Hargett	118 Big Sky Burnet, TX 78611	dave@dhargett.com	(713) 690-2620	July 2021	June 2023
5. James Wreyford	50 Oxbow Trail Marble Falls, TX	jim.wreyford@gmail.com	(512) 756-3250	July 2021	June 2023

EX-OFFICIO MEMBERS

Adrienne Feild – Airport Manager
P.O. Box 1369, Burnet, TX 78611
afeild@cityofburnet.com 512-715-3217

Dale Faulkner – Fixed Base Operator
P.O. Box 1147, Burnet, TX 78611
dale@faulknersairshop.com 512-756-6655



Administration

ITEM 4.7

Kelly Dix
City Secretary
kdix@cityofburnet.com
(512)-715-3209

Action

Meeting Date:	June 28, 2022
Agenda Item:	Discuss and consider action: Appointment of members to the Burnet Historic and Preservation Board: K. Dix
Background:	The City of Burnet Historic Board and Preservation Board currently has one seat up for re-appointment and one seat vacant.
Information:	<p>Renee Riddell currently serves on the City of Burnet Historic and Preservation Board and has expressed her desire for re-appointment for a term of two years that will expire on June 30, 2024.</p> <p>Staff has not received any additional applications to fill the seat previously held by JoAnn Myers.</p>
Fiscal Impact:	None.
Recommendation:	Staff recommends re-appointment of Renee Riddell to the Burnet Historic and Preservation Board as presented.



BURNET HISTORIC BOARD

(As of: May 10, 2022)

President: Renee Riddell
Vice President: To be appointed

Term Expiration

Jennifer Cowfer
ladyp8riot@yahoo.com

609 S. Main Street
Burnet, TX 78611

Hm. 254-319-0453
Wk. 254-616-3326

June 2023

Renee Riddell
mrenee825@gmail.com

208 N. Shepperd
Burnet, TX 78611

Hm. 512-755-0881
Wk. 890-693-5161

June 2022

Cheryl Howell
Czh51@gmail.com

502 N. Wood
Burnet, TX 78611

hm. 512-755-4893

June 2023

Vacant
(J. Meyers)

June 2022

Staff Position:
Carly Kehoe Pearson
ckehoe@cityofburnet.com

DL: 512-715-3515
Cell: 866-924-1448

Council Position:
Kelly Dix, City Secretary
kdix@cityofburnet.com

DL: 512-715-3209
Cell: 830-798-3972



Police Department

ITEM 4.8

Brian Lee
Police Chief
(512) 756-6404
Blee@cityofburnet.com

Action

Meeting Date: June 28, 2022

Agenda Item: Discuss and consider action: Request to purchase Oxygen Forensics software and computer to conduct forensic evaluation of cellular phones for the Burnet Police Department
B. Lee

Background: Forensic evaluation of cellular phones requires specific software and hardware. Cellular phones contain extensive data that can be used in criminal investigations and prosecution.

Information: The police department is requesting approval for the expenditure of funds from cash fund balance to purchase equipment enabling forensic evaluation of cellular phones, tablets, and drones.

Technology continues to evolve rapidly and consistently we have seen the use of cellular phones in criminal activity. The ability to seize and search phones during investigations allows us to have a significant increase in prosecutable cases. It also enables us to rapidly process the phones in comparison to our current situation. DPS and larger agencies have the technology to do the forensic evaluations, however the backlog is significant and in recent cases we have sent out multiple phones for evaluation. Currently our only option is to wait several months or have other agencies process the phones.

The volume of cellular phones involved in crimes will only increase exponentially over time and necessitate the ability to do forensics locally. This will be a position that will be staffed by a current officer and there may be a second position trained so we have multiple officers who can do the forensics. Licensing is required for the computer program.

Fiscal Impact:

The cost of the software and training for the first year is \$11,122.25. The price includes the software, 6 days of training and a one-year license and updates. The computer will cost approximately \$4,500 including external storage. An ongoing licensing fee for the software is \$2,900 annually.

Recommendation:

Staff recommends authorizing the Police Department to purchase Oxygen Forensics software, training, and computer.



**OXYGEN
FORENSICS**
Helping good people make this world safer

909 N. Washington St, Suite 300
Alexandria, Virginia, 22314
United States

Quote 94358-1

*****NOTE PAYMENT TERMS & TERMS AND CONDITIONS*****

Bill To

Burnet PD TX
2000 S. Water
Burnet, TX
78611
United States

Ship To

2000 S. Water
Burnet, TX,
78611
United States

Quote Date Jun 17, 2022 11:40 AM
Valid Until Jul 15, 2022
Amount \$ 11,122.25
Terms Paid In Advance ARO

Item	Name & Description	List Price	Qty	Discount	Amount
OFDD	Oxygen Forensic® Detective (Includes 12 months of updates) SaleID:	\$ 7,495.00	1	\$ 1,124.25	\$ 6,370.75
DNG-LIC	Included Codemeter License Container Dongle Container License for Oxygen Forensic@s products	\$ 0.00	1	\$ 0.00	\$ 0.00
DNG-INCL	Included Codemeter USB Dongle Dongle for Oxygen Forensic@s products	\$ 0.00	1	\$ 0.00	\$ 0.00
OFDCBL	Oxygen Forensic Detective Tri-Cable	\$ 0.00	1	\$ 0.00	\$ 0.00
TRN-OFBC	Oxygen Forensics® BootCamp 3 Day Bootcamp (Remote or In-person). static eManual, live instructor, sit for online cert eManual annual sub avail	\$ 2,395.00	1	\$ 359.25	\$ 2,035.75

Oxygen Forensics Inc.

Tax ID 462223421

DUNS 078884550

CAGE 741G3

Item	Name & Description	List Price	Qty	Discount	Amount
TRN-XIB	Oxygen Forensics® Extraction In A Box Instructor LED 3 day Extraction In a Box course (Remote) Targeted Hands On Extraction Training from your Home Location Includes: phones, cables, manual, live instructor All materials, cables, and devices to facilitate remote instruction of Oxygen Forensics Extractor XIB must be postmarked for return within 5 business days of class or customer will be invoiced \$700. Return Label to be provided eManual annual subscription with live updates available.	\$ 3,195.00	1	\$ 479.25	\$ 2,715.75
Sub Total					\$ 11,122.25
Grand Total					\$ 11,122.25

Terms & Conditions

Unless otherwise stated all pricing in USD.

Provide or Update as Needed. Order can not be processed without

Accounts Payable POC:

AP Email Address to Send Invoice:

Quoted Prices and Conditions valid for 30 days only.

Exchange rates fluctuate constantly and thereby give rise to risk and uncertainty. If the currency exchange rate at time of quote changes by more than +/- 3% at the time of invoice, Oxygen Forensics Inc reserves the right, without obligation, to Invoice at the new exchange rate.

All Invoices are Payable per the Terms stated unless otherwise Indicated in Advance and in Writing at the Sole Discretion of Oxygen Forensics Inc. All unpaid amounts exceeding these terms will incur an immediate 5% additional charge.

Your acceptance of this quote / invoice indicates you have read, understand, and accept the terms as outlined, herein, at oxygenforensic.com and the EULA. These terms supersede any other terms and conditions previously offered by buyer or seller.

If your quote involves on demand or instructor led training the Training Terms and Conditions are located in the URL below.
<https://www.oxygen-forensic.com/uploads/page/OxygenTrainingTerms.pdf>

Your Oxygen Contact: Shane Gerlaugh
+1 877 969-9436 or sales@oxygen-forensic.com

BANKING INFORMATION

Oxygen Forensics Inc.
909 N. Washington St, Suite 300
Alexandria VA 22314
United States

Tax ID - 46 2223421

Bank Name: J P Morgan Chase Bank
106 N Washington St, Alexandria, VA 22314

-

Oxygen Forensics Inc.

Tax ID 462223421

DUNS 078884550

CAGE 741G3

Domestic Wires

Account number: 761075792

Routing number: 021000021

-

International Wires

Account number: 761075792

BANK Swift: CHASUS33

(CHASUS33XXX)

Oxygen Forensics Inc.

Tax ID 462223421

DUNS 078884550

CAGE 741G3

N9 Ventures Inc.
PO Box 340399
Austin, TX 78734 US
+1 5123771298
AP@neptune9.com



ADDRESS

Ms. Sandra Graves
City of Burnet
1001 Buchanan Drive Ste 4
Burnet, TX 78611

SHIP TO

Ms. Sandra Graves
City of Burnet
1001 Buchanan Drive Ste 4
Burnet, TX 78611

Quote 2469

DATE 05/24/2022

DESCRIPTION	QTY	RATE	AMOUNT
Dell Precision 5820 Tower Intel® Xeon® W-2223 (8.25 MB cache, 4 cores, 8 threads, 3.60 GHz to 3.90 GHz Turbo, 120 W) 32 GB, 2 x 16 GB, DDR4 Primary Drive - M.2 1TB PCIe NVMe 2nd&3rd Drive - 2TB 7200RPM, 3.5-inch,SATA HDD Total of 5TB storage Dell Pro Wireless Keyboard and Mouse	1	3,548.33	3,548.33
Dell 24-inch Monitor - P2422H	2	289.07	578.14
Shipping	1	75.00	75.00

TOTAL **\$4,201.47**

Accepted By

Accepted Date

Cell Phone forensics

June 28, 2022





**OXYGEN
FORENSICS**

Cell phone forensics

- Critical need
- Limited access
- Larger agencies
- No priority
 - Current cases
 - Death investigation
 - Shooting
 - Stabbing

Comparison

Two competitors

CELLEBRITE

Now owned by Lexipol

- Large company
- Limited response
- Expensive
- Single download capability
- Issues “cracking” some phone models
- No cloud capability

OXYGEN FORENSICS

- Established company
- Very responsive
 - Provided demo for 30 minutes online
- Affordable
- Cloud extraction
- iPhone import from Gray key
- Mapping
- Intuitive interface
- Multiple simultaneous downloads



Information



Communication Statistics

Direct Links



Caller information

9656071480

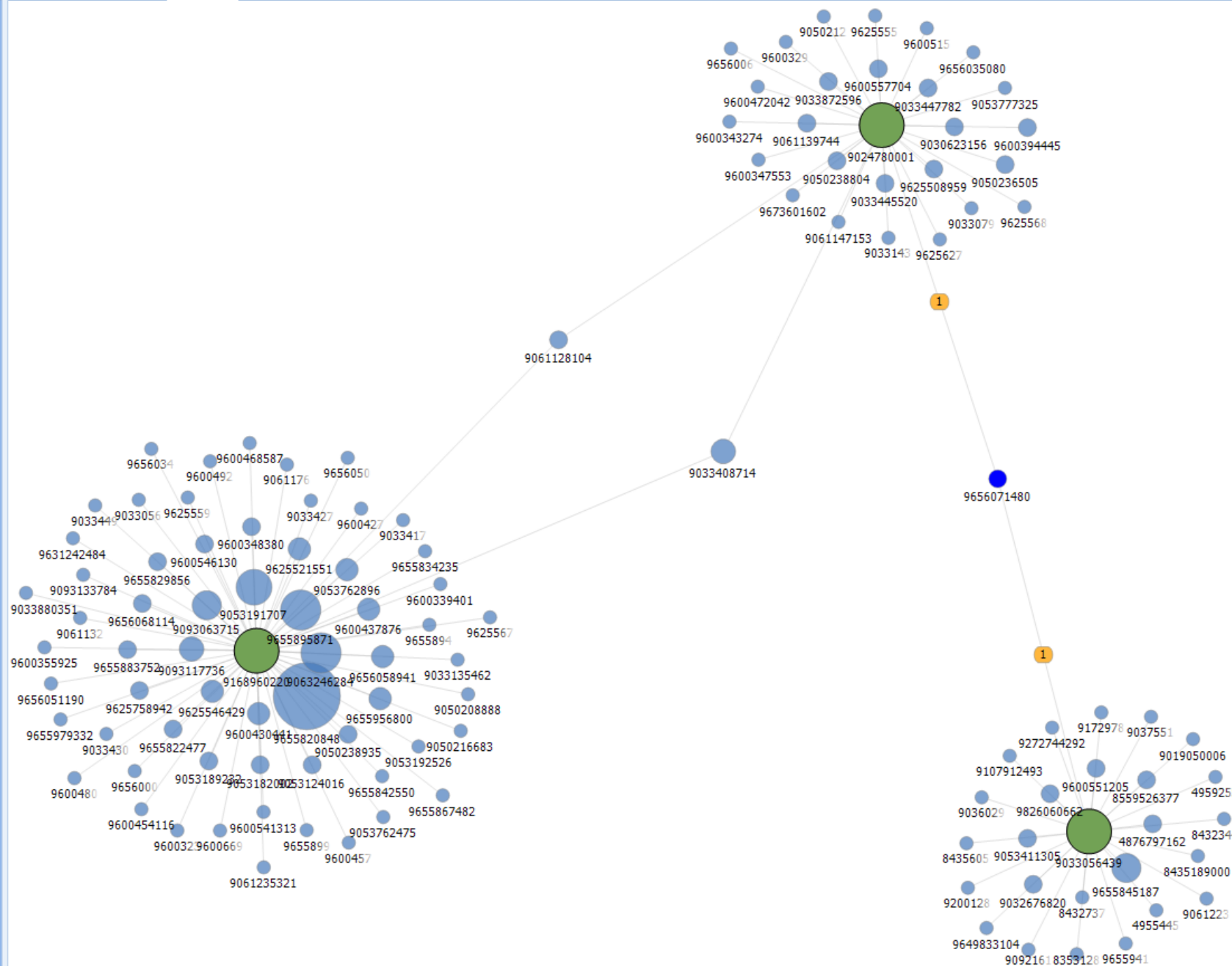
24 events

Top 10 active contacts

9087500901 4
 SMS 4
 9270009801 2
 SMS 2
 9172910503 2
 Call 2
 9626597533 1
 Call 1
 8432009590 1
 Call 1
 8435379320 1
 Call 1
 9600765963 1
 Call 1
 9626597132 1
 Call 1
 8432289009 1
 Call 1
 9163206842 1
 Call 1

Languages

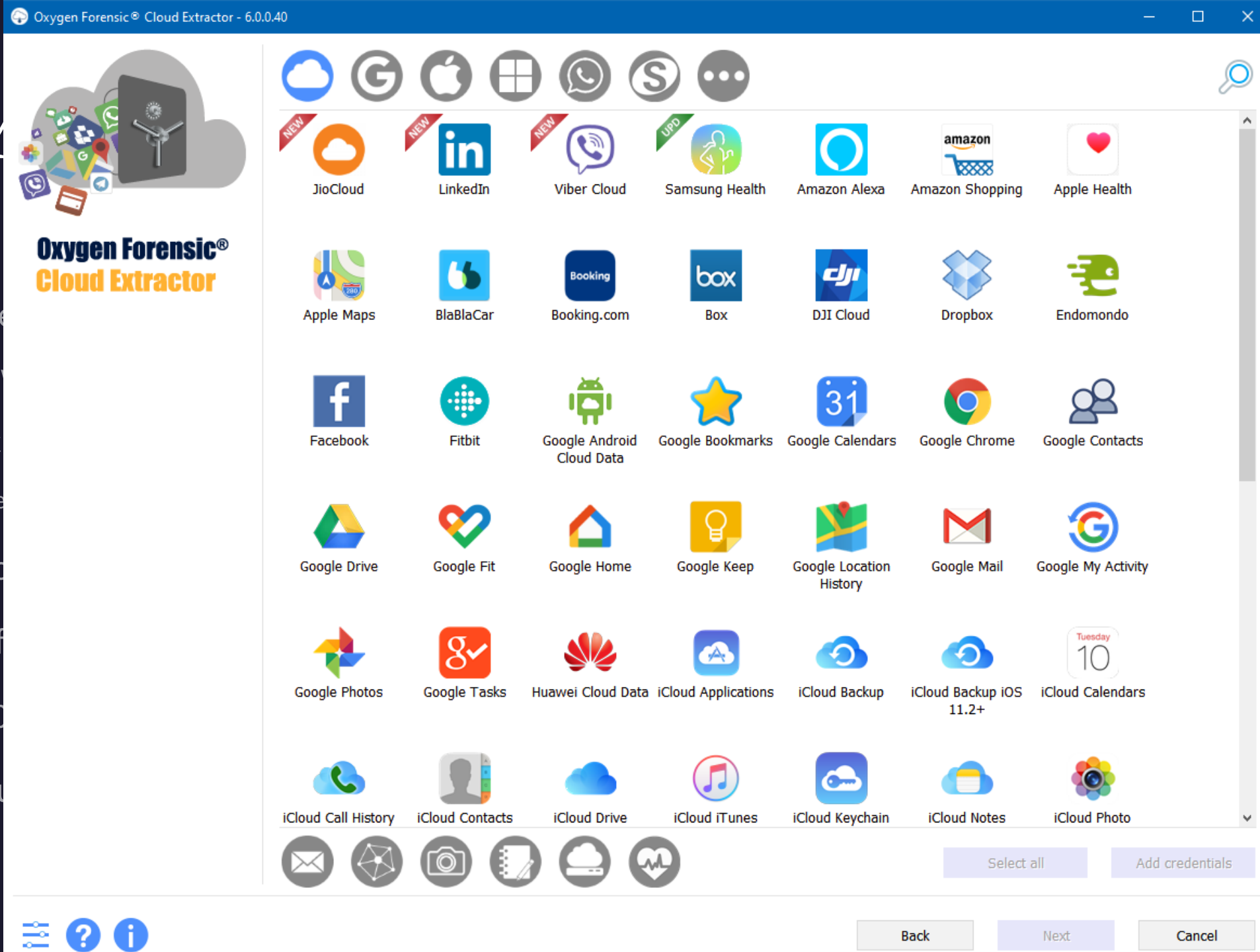
About Oxygen Forensic® Call Data Viewer



Show unique callers

OXY

- Persistence
- Allow
- Cross c
- Ext
- Facial c
- Drone f
- Over 10
- Continu



Conclusion

Questions?



**OXYGEN
FORENSICS**





Fire Department

ITEM 4.9

Mark Ingram
Fire Chief
830-798-4764
mingram@cityofburnet.com

Action

Meeting Date: June 28, 2022

Agenda Item: Discuss and consider action: Purchase of two Frazer Type 1 Ambulances: M. Ingram

Background: One ambulance purchase is for the replacement of the Med 1 ambulance that is currently in service with high mileage and is aged out and is budgeted for FY 2021/2022.

The second ambulance requested will be to replace whichever ambulance is next in replacement. This purchase will be funded for FY 2022/2023. The main reason for requesting purchase now is the delay in delivery is running at approximately six months out.

Information: The main difference with these ambulances is that the chassis are an international chassis which at this time is easier to acquire with less wait time for delivery.

Fiscal Impact: Estimated cost of the ambulance to replace Med 1 is \$207,118.00 total which includes all graphics, equipment connections and set up. This is a budgeted expense for FY 2021-2022.

The estimated cost of the second ambulance is projected to be approximately \$250,000.00. Which will be a budgeted expense for FY 2022-2023

Recommendation: Staff recommends approval of the purchase of two 2023 Frazier Type 1 Ambulances as presented.

Customer Quote



6/6/2022 12:27:19 PM

Estimate No: Q2284-0002
 Quote Date: 6/6/2022
 Expiration Date: 7/21/2022
 Salesperson: KS

Invoice To: 10131
 City of Burnet Fire Department
 P. O. Box 1369
 Burnet TX 78611
 US

Deliver To:
 City of Burnet Fire Department
 P. O. Box 1369
 Burnet TX 78611
 US

No.	Item	Description	Quantity	U/M	Unit Price	Net Amount	
1	MODULE	Type I 12' Module	1.00000000	EA	133,795.00000	133,795.00	USD
2	CHASSIS	2023 International CV 515	1.00000000	EA	90,000.00000	90,000.00	USD
3	DELIVERY	Customer Pick Up - FOB Frazer	1.00000000	M	0.00000	0.00	USD
4	HGAC-NEW	HGAC Fee for a New Unit	1.00000000	EA	1,000.00000	1,000.00	USD
5	14389-BLU	Bin-Hang/Stack, Large, Blue	18.00000000	EA	14.00000	252.00	USD
6	14390-BLU	Bin-Hang/Stack, Small, Blue	36.00000000	EA	7.00000	252.00	USD
7	14109	Regulator-Oxygen, Preset 50 PSI	1.00000000	EA	183.00000	183.00	USD
8	9398	Bracket-SCBA, Walkaway, High Cycle	2.00000000	EA	113.00000	226.00	USD
9	TRADE-IN		1.00000000	EA	-9,000.00000	-9,000.00	USD

Frazer will accept returns up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock.

Customer Quote



6/6/2022 12:27:19 PM

Estimate No: Q2284-0002

Quote Date: 6/6/2022

Expiration Date: 7/21/2022

No.	Item	Description	Quantity	U/M	Unit Price	Net Amount
		AMBULANCE				
		RR, UV-UNIT, VIN:3C7WRSBL7GG203950,Ram 35x 2016, Miles:116000, Type I		12' Diesel	Cummins 6.7 2WD No Cot	
10			1.00000000	EA	0.00000	0.00 USD
	SpecDoc					
		Configurable item to create the SpecDoc				

Sale Amount: 216,708.00

Order Disc(4.4253%): -9,590.00

Surcharge: N/A

Sales Tax: 0.00

Misc Charges: 0.00

Total Amount: 207,118.00

Due on Delivery

Frazer will accept returns up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock.



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For your convenience, all pricing has been itemized below per quote Q2284-0002 for City of Burnet Fire Department

Base Module	\$ 98,845.00
Chassis Exterior	\$ 5,350.00
Module Exterior	\$ 16,125.00
Chassis Interior	\$ 2,700.00
Module Interior	\$ 10,775.00
Total \$	133,795.00

Items included in above totals:

- | | | |
|------------------------|----|------|
| 1. Type I 12' Module | \$ | incl |
| 2. This is a CAAS Unit | \$ | incl |

Chassis Exterior:

3. Heat Shielding for Diesel Chassis	\$ 1,575.00
4. Chassis : 2023 International CV 515 (Class 4), Diesel, 4x2, Regular Cab, 84" Cab to Axle, International White (NAV 9036)	\$ incl
5. Suspension: Factory Liquid Spring	\$ incl
6. Wheel type: Factory Aluminum	\$ incl
7. Road Force Elite tire and wheel balancing	\$ incl
8. Grille Guard: Grille Guard with Wraparounds	\$ 900.00
9. 10" and 12" Air Horns	\$ 1,125.00
10. Compressor Type: Standard	\$ 650.00
11. Switching Options: Momentary	\$ 75.00
12. Window Tint (35% VLT) on Chassis Doors	\$ 275.00
13. Passenger's side Grille Light: Whelen M6 Red/Clear Light	\$ 100.00
14. Driver's side Grille Light: Whelen M6 Clear/Red Light	\$ 100.00
15. Passenger's side Intersect Light: Whelen M4 Red Light	\$ incl
16. Driver's side Intersect Light: Whelen M4 Clear Light	\$ incl
17. Driver Fender Light: Whelen M4 Red Light	\$ 275.00
18. Passenger Fender Light: Whelen M4 Clear Light	\$ 275.00
Chassis Exterior Subtotal \$	5,350.00

Module Exterior:

19. Power Source: Onan 5.5kW Generator	\$ 10,000.00
20. Locking Gas Cap	\$ incl
21. Module Paint Layout: White - International White (NAV 9036)	\$ incl



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22. Rear Wall 3M Conspicuity Layout - Chevron : White Base Color and Red - Translucent Overlay	\$	1,575.00
23. Entry Door Conspicuity Layout - Strips : White Base Color	\$	175.00
24. Compartment Conspicuity Layout - Strips : White Base Color	\$	175.00
25. Frazer Provided Graphics	\$	2,600.00
26. Body Drop on the Passenger's Side Forward of Rear Wheels	\$	incl
27. Compartment Keys: J210 in the Electrical Compartment and Above Wheel Well	\$	incl
28. Shore Power: Single 30 Amp on Front Wall	\$	incl
29. Pigtail/Plug Option: Pigtail	\$	incl
30. Install Ignition Kill Switch	\$	275.00
31. Coax 1: Run coax from location 1 to Chassis	\$	incl
32. Coax 2: Run coax from location 2 to Chassis	\$	incl
33. Coax 3: Run coax from location 3 to Electrical Compartment	\$	incl
34. Coax 4: Run coax from location 4 to Electrical Compartment	\$	incl
35. Front Wall Light Layout: Middle 5 Lights	\$	incl
36. Front Wall Light #1: Whelen M6 Red Light	\$	incl
37. Front Wall Light #2: Whelen M6 Red Light	\$	incl
38. Front Wall Light #3: Whelen M6 Clear Light	\$	incl
39. Front Wall Light #4: Whelen M6 Red Light	\$	incl
40. Front Wall Light #5: Whelen M6 Red Light	\$	incl
41. Front Wall Driver Side Box Light: Whelen M6 Red Light	\$	incl
42. Front Wall Passenger Box Light: Whelen M6 Red Light	\$	incl
43. Driver Wall Front Box Light: Whelen M6 Red Light	\$	incl
44. Driver Wall Rear Box Light: Whelen M6 Red Light	\$	incl
45. Driver Wheel Well Light: Whelen M6 Red Light	\$	incl
46. Scene Light Option: Spectra SPA900	\$	incl
47. O2 Compartment Style: Laydown O2 with Adjustable Shelf	\$	incl
48. O2 Rollers for an H Cylinder	\$	incl
49. O2 Cylinder Changing Wrench	\$	75.00
50. Electrical Compartment Style: Standard Electrical Compartment	\$	incl
51. Lower Storage Style: Standard Lower Storage	\$	incl
52. Compartment Above Wheel Well Style: Standard Compartment Above Wheel Well	\$	incl
53. Dometic Self-Contained A/C with Exhaust Fan	\$	incl



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54. Rear Storage Compartment Style: Rear Storage with Flatbars for SCBA Brackets	\$	225.00
55. Coat Hooks: Four Hooks - 1 on Front Wall, 1 on Rear Wall, and 2 on an angle on the Ceiling	\$	225.00
56. Module Window Option: Sliding Window	\$	incl
57. Window Tint (5% VLT) on Rear and Side Entry Doors	\$	275.00
58. Upper Rear Wall Light Layout: 3 Across	\$	incl
59. Upper Light #1: Whelen M6 Load Light	\$	incl
60. Upper Light #2: Whelen M6 Amber Light	\$	incl
61. Upper Light #3: Whelen M6 Load Light	\$	incl
62. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
63. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
64. Lower Light #3: Whelen M6 Red Light	\$	incl
65. Lower Light #4: Whelen M6 Red Light	\$	incl
66. Rear Wall Driver Box Light: Whelen M6 Red Light	\$	incl
67. Rear Wall Passenger Box Light: Whelen M6 Red Light	\$	incl
68. Rear Backboard: 5" Compartment Shelf	\$	225.00
69. Lower BTTs: 2 Grote Lights on each side	\$	incl
70. Rear Bumper	\$	incl
71. Door Grabbers	\$	incl
72. License Plate Light	\$	incl
73. Passenger Wall Front Box Light: Whelen M6 Red Light	\$	incl
74. Passenger Wall Rear Box Light: Whelen M6 Red Light	\$	incl
75. Passenger Wheel Well Light: Whelen M6 Red Light	\$	incl
76. Passenger Scene Light Activated with Side Entry Door	\$	300.00
77. Interior Step Option: Double Step Well	\$	incl
78. Passenger Rear Compartment Style: Onan Genset Compartment	\$	incl
Module Exterior Subtotal		\$ 16,125.00

Chassis Interior:

79. Siren Speakers: Whelen SA 315 Speakers	\$	incl
80. Tap-2 on Primary Siren	\$	incl
81. Siren Option: Whelen C9 Siren in Console	\$	incl
82. Mic 1 on passenger's side slot 1	\$	incl
83. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub	\$	incl



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84. Slot 1: Single Slot Switch Panel	\$	incl
85. Slot 2: Radio Plate: 7.06 L X 2 W opening dims	\$	incl
86. Slot 3: Siren 1	\$	incl
87. Slot 4: Triple Blank Insert	\$	225.00
88. Slot 5: Joined with 4	\$	incl
89. Slot 6: Joined with 4	\$	incl
90. Console Switch Layout : Primary - Secondary - Air Horn - Blank - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Rear Load - Interior Lights - Start/Stop Genset -	\$	incl
91. New Armrest	\$	225.00
92. Console Layout: 6-Slot Console	\$	incl
93. Rear of Console: Double Mapholder	\$	375.00
94. Camera System: Chevrolet OEM Back-up Camera System	\$	525.00
95. Tremco Anti-Theft System	\$	500.00
96. Aftermarket Vinyl Seats	\$	850.00

Chassis Interior Subtotal \$ 2,700.00

Module Interior:

97. Protek Cushions	\$	incl
98. Cobalt Blue Interior	\$	incl
99. Stainless Steel Countertops	\$	incl
100. Stainless Steel Grab Rails	\$	incl
101. Front I/O with Lexan Doors	\$	incl
102. 2 High "D" Cylinder Holder in the Front I/O Facing the Rear Wall	\$	175.00
103. Duplex Outlet in the Front I/O	\$	incl
104. Module Heater : New	\$	900.00
105. Duplex Outlet on the Front Wall	\$	incl
106. Netting at the Front Corner Area	\$	incl
107. Double Locking Aluminum Drug Box	\$	325.00
108. Location 1: 4 Switch w/Thermostat	\$	incl
109. Location 2: Double O2 Outlet	\$	incl
110. Location 3: Dual USB receptacles	\$	225.00
111. Location 4: Blank	\$	incl
112. Location 6: Suction	\$	incl
113. Location 7: Quad 120 VAC	\$	incl



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114. Location 8: None	\$	incl
115. Location 9: Blank	\$	incl
116. Action Wall Switch Layout : Interior Lights; Dimmer; Ventilation Fan; Module Heater - Hi/Off/Low;	\$	incl
117. Technimount ZOLL X Monitor Mount (Heavy Duty) on the Action Wall Countertop	\$	1,525.00
118. Sharps Container at Action Wall	\$	incl
119. Acrylic Holder at the Action Wall Cabinet	\$	incl
120. New 6pt Harness at the CPR Seat	\$	525.00
121. Cabinet Aft CPR Seat	\$	950.00
122. Rear Door Switch Layout : Acknowledge; Blank; Dump/Bypass (Suspension); Rear Load;	\$	incl
123. 3 High Glove Box Centered on Rear Wall	\$	225.00
124. Two Seating Positions at the Squad Bench - 1 and 2	\$	incl
125. Harness Type for Seat Position 1: New 6pt Harness	\$	525.00
126. Harness Type for Seat Position 2: New 6pt Harness	\$	525.00
127. 22 Pocket Acrylic Holder	\$	650.00
128. Double Squad Bench Cabinet	\$	650.00
129. Bolster Cabinet with Sharps Container Towards Aisle Side at the Head of the Squad Bench	\$	375.00
130. Glovebox Holder forward of Bolster Cabinet	\$	275.00
131. O2 Outlet at the Squad Bench Wall	\$	incl
132. Large Black Trashcan at the Side Entry Door	\$	175.00
133. IV Hanger on Ceiling Raceway	\$	incl
134. Overhead Grabrails on Driver Side Only	\$	incl
135. IV Hanger on Squad Bench Ceiling	\$	incl
136. Floor Options: Customer Provided Ferno PRO F1 Universal Fastener with Integrated Charging System	\$	1,750.00
137. Loncoin II Onyx Floor	\$	incl
138. Captain's Chair Type: Captain's Chair with Child Safety Seat and 4pt. Harness	\$	750.00
139. Customer Provided Items Processing Fee	\$	250.00
Module Interior Subtotal		\$ 10,775.00
140. Temporary Supply Chain Surcharge	\$	2,945.00



Defining the future of Mobile Healthcare.™

Email this quote along with your PO
to Kalyn Salsman at ksalsman@frazerbilt.com

Remit To:

Standard Terms and Conditions

INVOICING AND PAYMENT TERMS: Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.

Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

CANCELLATION POLICY: Cancellation of orders must be received 120 days prior to the agreed upon delivery date. If the order is cancelled within the 120 day window, a fee of 25% of the total purchase order price will apply.

DELIVERY TERMS: The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston, TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.

TERMINATION FOR CAUSE: Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1) any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such failure within a period of five (5) days or such a



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longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.

CHANGE ORDERS: Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production job order release. Any changes made after the release of the production job order will incur a \$350 fee per change order made in a 24 hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.

PROPRIETARY INFORMATION, CONFIDENTIALITY AND ADVERTISING: All commercial, financial or technical information in any form that Vendor provides to Customer shall be deemed proprietary and confidential and Customer shall not disclose such information to third parties without Vendor's written consent. Termination of the Sale Agreement shall not relieve Customer of this confidentiality obligation. Upon Vendor's request, Customer shall return all confidential information to Vendor along with any reproductions, in whole or in part. The confidentiality obligation does not apply to information that is in the public domain through no fault of Customer or to information lawfully within Customer's possession prior to the date of the Purchase Order, as evidenced by Customer's written records.

INDEMNIFICATION: Customer shall fully release, indemnify, defend and hold harmless Vendor, its co-venturers, its contractors, and their respective affiliates, and Vendor's and their respective directors, officers and employees (including agency personnel) ("Vendor Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Vendor Group as it pertains to Vendor's Products.

Vendor shall fully release, indemnify, defend and hold harmless Customer, its co-venturers, its contractors, and their respective affiliates, and the Customer's and their respective directors, officers and employees (including



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agency personnel) ("Customer Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Customer Group as it pertains to Vendor's Products.

Customer Initials: _____

LIMITATIONS ON DAMAGES: In the event of any dispute, disagreement or breach alleged by Customer on the part of Vendor, Customer's exclusive and sole remedy shall be repair or replacement, if practical, of the module, or component part, by Vendor. If Vendor is not able to effectuate a repair, replacement, or cure that brings the module, or component part, into compliance with the Parties' agreement, then Vendor shall refund the sale price to Customer. In no event shall Vendor be liable to Customer, or to any third-party acting through Customer, for any additional, consequential or punitive damages, or damages for lost sales, revenue or profits claimed by Customer or any third-party acting through Customer.

FORCE MAJEURE: A force majeure delay shall mean any delay or other unforeseeable causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further provided that such party is unable to make up for such delay with reasonable diligence and speed. If any such cause delays Vendor's performance, the delivery date or time for completion may be extended by a period of time reasonably necessary to overcome the effect of such delay; however, Vendor shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. A party affected by a force majeure event shall notify the other party of such force majeure event within forty-eight (48) hours of its knowledge of such event for the event to be considered a bona fide force majeure event.

TITLE AND RISK OF LOSS: Title to the Products shall transfer to Customer upon receipt of Products by Customer or its agent unless otherwise stated in the Sale Agreement. Notwithstanding the above, risk of loss of the Products shall remain with Vendor until delivered to Customer.

WAIVER: Vendor's failure to exercise or enforce any right in the Purchase Order, or any other right or privilege under law, or Vendor's waiver of any breach by Customer shall not constitute a waiver or modification of any terms, conditions, privileges or rights whether of the same or similar type, unless Vendor gives such waiver in writing.



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LIENS: Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

INSPECTION, REVIEW AND WITNESSING: Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier, Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

APPLICABLE LAW AND VENUE: The Sale Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without reference to any principle of conflict of laws. Customer and Vendor expressly exclude the application of the Convention on International Sale of Goods to the Sale Agreement. Venue for all judicial, administrative, or regulatory proceedings shall be Houston, Harris County, Texas.

OWNERSHIP OF DOCUMENTS: Title to all drawings, specifications, calculations, technical data and other documents that Customer submits in accordance with the Purchase Order shall vest with Vendor. Vendor shall have the right to use such documents for any purpose pertaining to the manufacture, assembly, and delivery of the Products.

Title to all drawings, specifications, calculations, technical data, and other documents that Vendor submits to the Customer shall vest with the Customer. Customer shall have the right to use such documents for any purpose pertaining to the installation, operation, and maintenance of the Products.

INSURANCE: Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed \$1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed \$4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.

SURVIVAL: The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).



Fire Department

ITEM 4.10

Mark Ingram
Fire Chief
830-798-4764
jerskine@cityofburnet.com

Action

- Meeting Date:** June 28, 2022
- Agenda Item:** Discuss and consider action: Purchase of five Zoll Auto Pulse Resuscitation Systems: M. Ingram
- Background:** As previously discussed with City Council, staff has received a quote on the purchase of five Zoll AutoPulse Resuscitation Systems with Pass Thru that provide automated chest compressions to victims of cardiac arrest. The Zoll AutoPulse Resuscitation System is a battery operated system with LifeBands that the attending paramedic can put around the patient's chest and the band will do the Cardiopulmonary Resuscitation by squeezing the patient's entire chest to improve blood flow to the heart and brain. The device automatically sizes to the patient. Use of this system for staff will allow the attending paramedic precious time to address the additional patient care needed in an emergency setting and increasing the likelihood of resuscitation and saving lives.
- Information:** The purchase of the five units will put a system in each of the four 911 ambulances and one on the fire engine. The quote includes chargers, batteries, and cases and back up LifeBands (the band that is used on the patient)
- Fiscal Impact:** estimated cost is 74,999.98. this is not a budgeted item and will require a budget amendment.
- Recommendation:** Approve the purchase of the five Zoll AutoPulse Resuscitation Systems with Pass Thru as presented.

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Quote No: Q-31307 Version: 3

Quote No: Q-31307

Version: 3

Burnet Fire Department, City of
2002 South Water Street
Burnet, TX 78611

ZOLL Customer No: 122504

Curtis Murphy
(512) 756-2662
cmurphy@cityofburnet.com

Issued Date: June 8, 2022
Expiration Date: June 30, 2022

Terms: NET 30 DAYS

FOB: Shipping Point
Freight: Prepay & Add

Prepared by: Conner Curran
EMS CPR Territory Manager
ccurran@zoll.com
+1 8178052486

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1		8700-0730-01	AutoPulse® System with Pass Thru Includes: Backboard, User Guide, Quick Reference Guide, Shoulder Restraints, Backboard Cable Ties, Head Immobilizer, Grip Strips, In-service Training DVD, and one year warranty.	5	\$12,457.00	\$10,644.51	\$53,222.55
2		8700-0706-01	LifeBand 3 pack Single-use chest compression band (3 per package)	2	\$425.00	\$363.63	\$727.26
3		8700-0753-01	AutoPulse SurePower Charger Includes User Guide and U.S Power Cord. Standard one (1) year warranty. U.S. Tests, Charges and automatically verifies battery charge level	3	\$2,600.00	\$2,220.14	\$6,660.42
4		8700-0752-01	AutoPulse Li-Ion Battery	15	\$935.00	\$799.43	\$11,991.45
5		8700-000850-40	AutoPulse Quick Case - Blue All-in-one carrying case and patient moving sheet for the Autopulse Resuscitation System.	5	\$561.00	\$479.66	\$2,398.30

Subtotal: \$74,999.98

Total: \$74,999.98

**ZOLL Medical Corporation**

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Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Burnet Fire Department, City of
Quote No: Q-31307 Version: 3

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/about-zoll/invoice-terms-and-conditions> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. This Quote expires on June 30, 2022. Pricing is subject to change after this date.
2. Applicable tax, shipping & handling will be added at the time of invoicing.
3. All purchase orders are subject to credit approval before being accepted by ZOLL.
4. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
5. All discounts from list price are contingent upon payment within the agreed upon terms.
6. Place your future accessory orders online by visiting www.zollwebstore.com.

Order Information (to be completed by the customer)

☐ Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)

☐ Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

☐ Yes PO Number: _____ PO Amount: _____
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL.)

☐ No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

Burnet Fire Department, City of

Authorized Signature:

Name: _____
Title: _____
Date: _____