



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

Notice is hereby given that a **Regular City Council Meeting** will be held by the governing body of the City of Burnet on the **25<sup>th</sup> day of October, 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.

The City of Burnet City Council Meeting will be available for live viewing via the following media connections.

City of Burnet Facebook Page: <https://www.facebook.com/cityofburnet>

City of Burnet Website via Zoom as follows:

<https://us02web.zoom.us/j/81278669602>

Or One tap mobile :

US: 8778535257,,81278669602# (Toll Free) or 8884754499,,81278669602# (Toll Free)

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: 877 853 5257 (Toll Free) or 888 475 4499 (Toll Free)

Webinar ID: 812 7866 9602

International numbers available: <https://us02web.zoom.us/j/81278669602>

The Zoom connection is a live broadcast viewing option only. The option for comments will not be available.

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) Hill Country Smiles (Dental Program): Jen Banton
- 1.2) Burnet Chamber of Commerce Report: Allison McKee
- 1.3) Engineering-Water Supply Report: E. Belaj

## **2. CONSENT AGENDA:**

- 2.1) Approval of the September 27, 2022 City Council Workshop Meeting Minutes
- 2.2) Approval of the September 27, 2022 Regular City Council Meeting Minutes
- 2.3) Approval of the October 11, 2002 Special City Council Meeting minutes

## **3. PUBLIC HEARINGS/ACTION:**

3.1) Public Hearing and consideration of the following: adoption and amendments of the Zoning Ordinance and zoning classifications presented by Leslie Kimbler, City Planner

- A) FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY AT 2947 E HWY 29 (LEGALLY DESCRIBED AS: 8.05 ACRES OUT OF THE SARAH ANN GUEST SURVEY, ABS. NO. 1525, AND THE JOSEPH BAKER SURVEY, NO. 28, ABS. NO. 125) WITH LIGHT COMMERCIAL – DISTRICT “C-1” CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE:

- (1) Staff Presentation: L. Kimbler
- (2) Public Hearing:
- (3) Consideration and action:

## **4. ACTION ITEMS:**

- 4.1) Discuss and consider action: The 2022/2023 Public Safety Dispatch Agreement: B. Lee
- 4.2) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING ACCEPTANCE OF A PUBLIC UTILITY EASEMENT FROM THE HERITAGE VALLEY POA; AND AUTHORIZING THE MAYOR’S EXECUTION OF SAID INSTRUMENT ON BEHALF OF THE CITY.  
H. Erkan

4.3) Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET TEXAS, APPROVING THE EXPENDITURE OF BURNET ECONOMIC DEVELOPMENT CORPORATION FUNDS FOR THE REALIGNMENT OF A SEGMENT OF THE PUBLIC ROAD KNOWN AS COKE STREET AS AN INFRASTRUCTURE IMPROVEMENT PROJECT IN AN AMOUNT EXCEEDING TEN THOUSAND DOLLARS (\$10,000); APPROVING A COST SHARING AGREEMENT WITH THE BURNET ECONOMIC DEVELOPMENT CORPORATION FOR SAID PROJECT; AND PROVIDING AN EFFECTIVE DATE: D. Vaughn

4.4) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING THE FIRST AMENDMENT TO AN INTERIM CONTRACT FOR FIXED BASE OPERATION SERVICES FOR THE BURNET MUNICIPAL AIRPORT: A. Field

4.5) Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AMENDING CODE OF ORDINANCES CHAPTER 118 (ENTITLED "ZONING") BY ADDING A NEW SECTION 118-9 ESTABLISHING A PROCESS TO CHANGE ZONING CLASSIFICATION AND ZONING CLASSIFICATION RULES; PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: H. Erkan, Jr.

4.6) Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AMENDING THE CODE OF ORDINANCES; BY MAKING NUMEROUS AMENDMENTS TO CHAPTER 18 (ENTITLED "AVIATION") INCLUDING AUTHORIZING THE ADOPTION OF AIRPORT STANDARDS AND OPERATING POLICY BY RESOLUTION; PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, CORRELATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: H. Erkan

4.7) Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE 2021-31; THE ORIGINAL BUDGET ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022 FOR THE CITY OF BURNET, TEXAS, FUNDING ACCOUNTS IN BUDGET DUE TO UNFORESEEN SITUATIONS; CONTAINING FINDINGS; PROVIDING FOR SAVINGS AND SEVERABILITY: P. Langford

4.8) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE CITY MANAGER TO SIGN A VENDOR AGREEMENT BETWEEN THE CITY OF BURNET AND OPPORTUNITIES FOR WILLIAMSON AND BURNET COUNTIES TO PROVIDE

**AN ENERGY ASSISTANCE PROGRAM FOR ELIGIBLE LOW-INCOME CLIENTS:**  
P. Langford

4.9) Discuss and consider action: Authorize the City Manager to sign interlocal agreements with the Texas Sheriff's Procurement Board and TIPS (The Interlocal Purchasing System): B. Lee

4.10) Discuss and consider action: Methodology for determination of street repair processes: E. Belaj

4.11) Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF BURNET, TEXAS TAKING ACTION PETITION FOR ANNEXATION OF A 151.11 ACRE TRACT OF LAND LOCATED WEST OF U.S. ROUTE 281 AND SOUTH OF RAMSEY'S WAY; AND AUTHORIZING THE INITIATION OF PROCEEDINGS TO ANNEX THE REAL PROPERTY: D. Vaughn

**5. CONVENE TO EXECUTIVE SESSION**

5.1) Executive Session: The Council reserves the right to enter into closed session in accordance with the provision of the Open Meetings Act, Texas Government Code, Chapter 551, Subsection 551.087; Deliberation Regarding Economic Development Negotiations-Entegris: D. Vaughn

The City Council may take action on any of the matters considered in executive session once the City Council reconvenes in open session.

**6. RECONVENE TO REGULAR SESSION FOR POSSIBLE ACTION:**

6.1) Discuss and consider action: Regarding economic development negotiations with Entegris: D. Vaughn

**7. REQUESTS FROM COUNCIL FOR FUTURE REPORTS:** In accordance with Resolution 2020-28 Council Members may request the City Manager to prepare and present future reports on matter of public interest.

**8. ADJOURN:**

Dated this 21<sup>st</sup> day of October, 2022

**City of Burnet**

**Mayor Crista Goble Bromley**

I, the undersigned authority, do hereby certify that the above NOTICE OF MEETING of the governing body of the above named City, BURNET, is a true and correct copy of said NOTICE and that I posted a true and correct copy of said NOTICE on the bulletin board, in



the City Hall of said City, BURNET, TEXAS, a place convenient and readily accessible to the general public at all times, and said NOTICE was posted on October 21, 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.

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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).*



TRUTH.

# TDA Smiles Foundation

## S.M.A.R.T. Smiles

Jen Banton, BSDH





The **S**aving, **M**aintaining, and **R**etaining **T**heir **S**miles or “SMART” Smiles program provides oral health education and preventive care to underserved, school-aged children, while helping to create a positive dental environment and implement a referral system for necessary dental treatment. SMART Smiles is a community-led project attracting local dental professionals, service organizations, local and state agencies, and other interested volunteers who want to be part of a rewarding program that makes a positive difference in the lives of hundreds of elementary school-aged children.

# TDA Smiles Foundation



Our mission is to improve access to dental care for the underserved of Texas, and to educate the public and profession about oral health. The Texas Dental Association Smiles Foundation (TDASF), founded in 2006, merged from the Texas Dental Association's two existing foundations: The Texas Dental Foundation (f. 1987) and Texas Dentists for Healthy Smiles (f. 2001).

They have three dedicated, full-time staff, a Board of seventeen, and a network of over 1,000 volunteer dental professionals and community volunteers from all over Texas. They accomplish their mission through with their very successful charitable dental programs.

**IN 2017, TDASF SERVED 3380 PATIENTS WITH 2.3 MILLIONS DOLLARS WORTH OF CHARITABLE DENTAL CARE.**

**SINCE INCEPTION, TDASF HAS SERVED 41,000 TEXANS WITH \$29 MILLION OF CHARITABLE DENTAL CARE.**

# PROGRAMS



- **SMART Smiles Program** works with elementary schools in the Hill Country area, providing care to prevent decay and educate children and families on the importance of oral health, while helping to create a positive dental environment and implement a referral system for necessary dental treatment.

Since inception in 2013, the SMART Smiles dental program has provided over 4000 students with around \$1.3 million worth of donated dental services. The program has averaged around \$300 worth of care per student.



## In the beginning...



- Zeke and Jen Banton (and family)
- USMC - 2003
- Jen Banton- BS Dental Hygiene- Originally Founded and has managed SMART Smiles since 2013
- Zeke Banton-Dental Equipment and Maintenance expert as well as transportation lead

## **SCHOOL ELIGIBILITY**

Elementary schools with at least 55% of their students on a free/reduced lunch program are eligible for the SMART Smiles Program. Schools districts interested in the program must also raise local community support (financial and volunteer).

## **DURATION**

The duration of the program is 3 days. Consent forms are first sent home with students. Then a screening exam is scheduled to determine areas of concern followed by a treatment day.



# Students

## EDUCATION

Every child at the host school will receive a 10-15 minute Oral Hygiene/SMART Smiles lesson where they will learn about good/bad foods, happy/sad teeth and see what fun toys their new dental friends will have.

## SCREENING EXAM

On Screening Day, students who have obtained consent from their parents or legal guardians for dental treatment are screened by a volunteer dentist. They receive a 'dental report card' that explains what areas of concern the dentist found and what preventive treatment the child will receive.

## TREATMENT PROTOCOL

On Treatment Day, students are called by class to the treatment room. Here they meet their licensed hygienist and receive a preventive dental cleaning, necessary dental sealants, and an application of fluoride varnish. The combination of these procedures helps to prevent decay. The 'treatment completed' form is then sent home to let parents know what care was provided to their child.

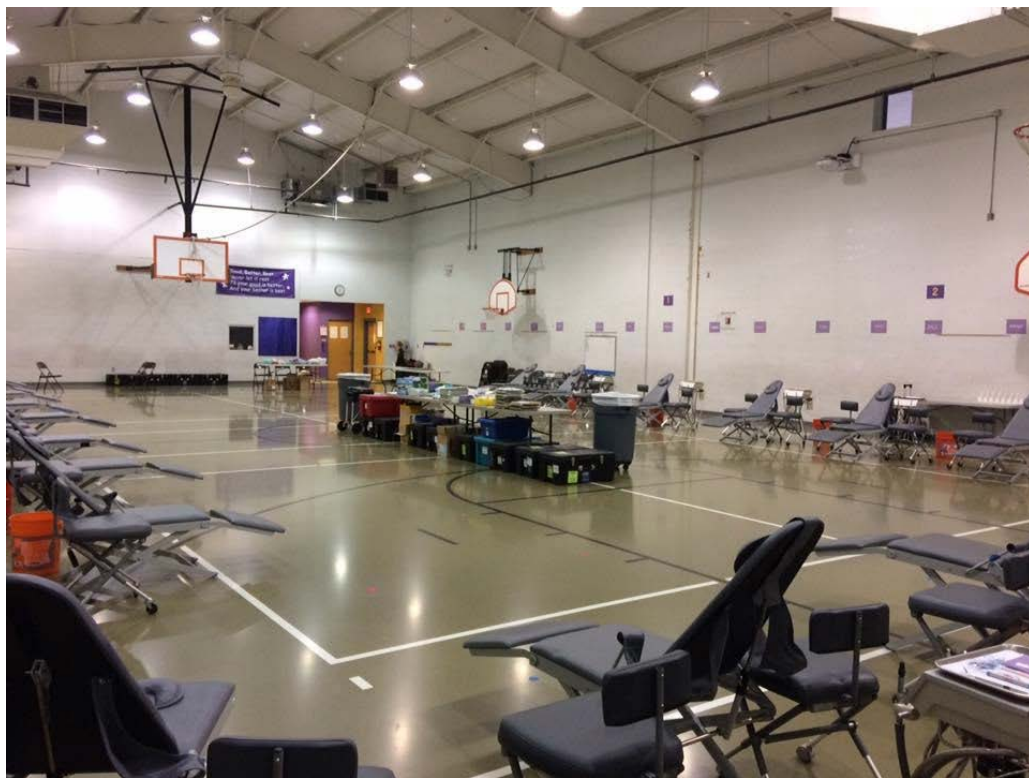
## FOLLOW UP CARE

For children requiring additional dental care, we will work with local dentists to give students and parents referrals to providers who accept Medicaid/CHIP. A small treatment fund may be available to help children who cannot afford treatment, but do not qualify for Medicaid or CHIP.

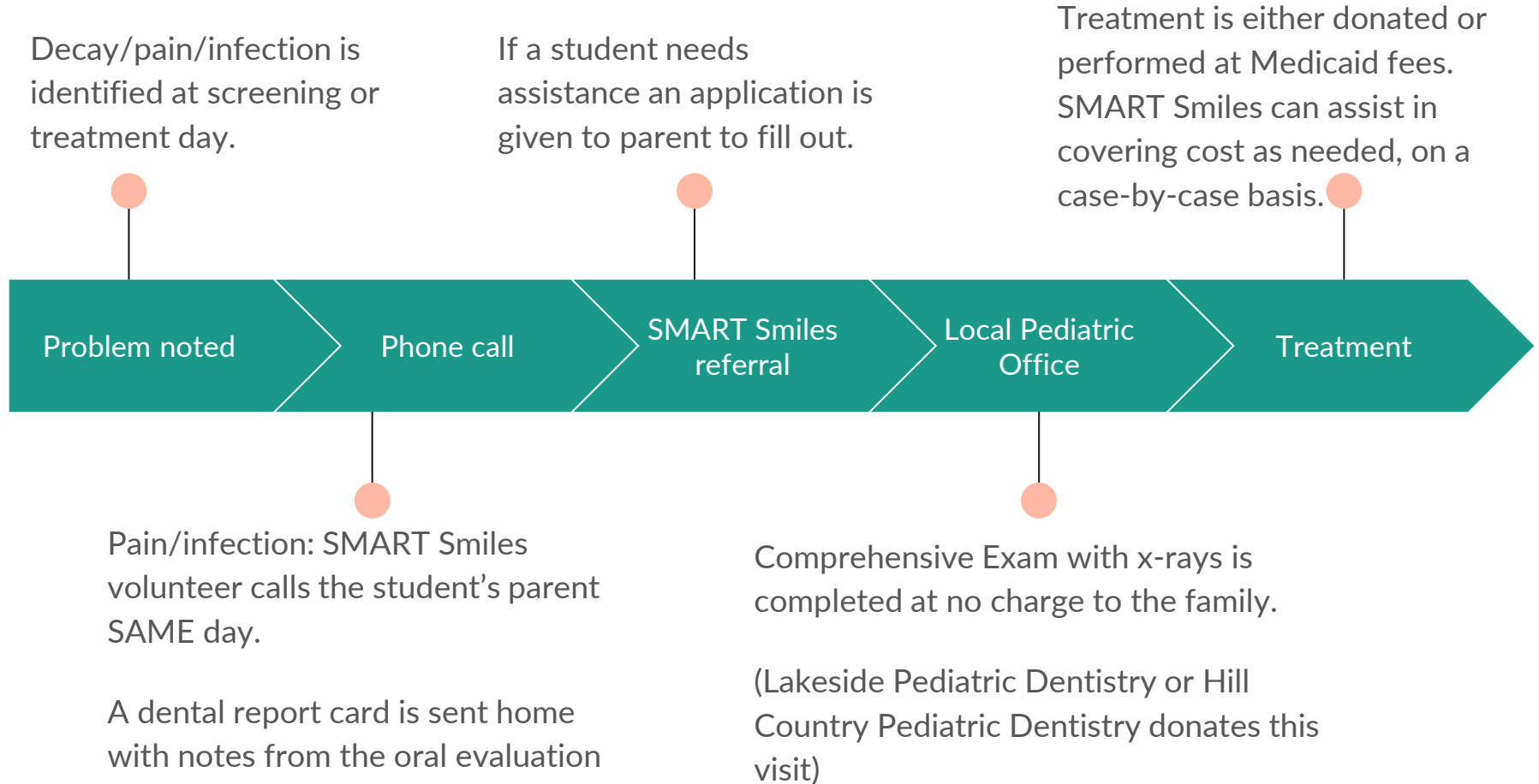
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# Treatment day

- 10-20 dental units and chairs
- 10-20 dental provider volunteers
- 10-30 community volunteers
- 20-50 total volunteers
- LOTS of precious smiles!!!



## REFERRAL PORTION OF THE PROGRAM





# Absolute Necessities

1. Support of the dental community in your area (dental office or hygiene school)
2. Support from the School District (Our Superintendent is the best!)
3. Community volunteers (groups are wonderful: Service leagues, Rotary, Churches, etc)
4. Financial support: We can't continue to serve without help!

SMART Smiles events that have been executed most effectively have had all of these components.

Now that we have a permanent Dental Clinic at BMS, we would love help with equipment and/or operating costs!

Ideally we would have a hygienist in the clinic at least once a week during the school year (40 weeks). A part-time staff person would be able to facilitate the referral program and coordinate with schools before and after events.



# TDASF video

TDA Smiles Foundation, TXDDS, TMOM, SMART Smiles

<https://www.youtube.com/watch?v=yPBAWNrm-OI>

[SMART Smiles at Marble Falls Elementary - YouTube](#)

[S.M.A.R.T. Smiles on Vimeo](#)

# In closing...



SMART Smiles is a program that was founded and operates in Burnet, Texas. We believe children should be worrying about playing soccer at recess and getting a good grade on their history homework, not struggling in class because of a toothache.

There IS something that can be done to help and we, in Burnet County, are in the best position to make that happen!

Thank you for your time and attention.



# Hill Country SMILES

- New 501(c)3 started to address all dental need in the Hill Country
  - Direct donations will be able to be made at 1st State Bank of Burnet
- We will partner with the Texas Mission of Mercy (TMOM) to address emergent care
- We will partner with the Highland Lakes Crisis Network to open a free/low cost dental clinic in Marble Falls
- We will continue to partner with SMART Smiles to address the preventive needs of our elementary school population in the area
- We will continue to partner with local Pediatric dental offices to address the emergent and restorative care for the elementary school population in the area





## **Review of Fiscal Year**

### Programs

Fiscal year began with no membership events due to COVID. During the year, we added:

*Coffee & Conversation* – Monthly event to provide community updates (Ex: Winter Preparedness)

*Business After Hours Mixer* – Monthly event for networking at a fun location

*Lunch & Learn* – Quarterly educational seminars (Ex: Google My Business and Social Media)

Began planning for a Women in Business program in partnership with Bertram Chamber of Commerce.

### Other New Offerings

Tourism Committee formed. Committee would like to see more Burnet events. (Ex: car show)

Switched to CRM program vs. multiple Excel spreadsheets. Allows members to pay invoices online.

Began meeting the train each Saturday to give riders info on Burnet.

Introduced job board. Partnered with BCISD on job board for students wanting summer jobs.

Switched to membership tiers based on benefits rather than size of business.

Financially - Nearly doubled reserves, providing protection in case festivals can't happen.

## **Current Focus – Christmas on the Square and Lighting of the Square**

### Christmas on the Square (Dec. 10)

Vendor spots filled. Magazine ads placed.

New group (Young Life) lined up to handle Santa and the Grinch. No run this year.

Parade moved to Noon. Bicycle giveaway moved to 4:30.

Working on logistical issues

Back up plan for snow. Need new parade captain.

Need plan for vendors on E. Jackson at end of festival but during Main Street Bethlehem.

Need better plan for vendor check-in.

Expand barricade to include businesses on Main St. just off the Square (no vendors).

Costs increased by \$1000.

### Lighting of the Square (Nov. 26, Shop Small Saturday)

Halloween in Burnet – Page on Chamber website

## **Upcoming Events**

Coffee & Conversation – Nov. 15 from 8-9am - LCRA

Business After Hours – Nov. (Date TBD) – Mad Hatters Provisions

Women in Business – Nov. 8 from 11:30-1. RSVP required for lunch. \$15

# Updates



**BURNET**  
CHAMBER OF COMMERCE

# Fiscal Year Review - Programs



# Women in Business

Presented by your friends at

 **BURNET**  
CHAMBER OF COMMERCE 

## Women in Business

### ✦ Stand Out in a Small Town ✦



*Kayce Perry*  
Two Black Cadillacs,  
Owner



*Megan Sluder*  
Let's Get Social/  
Chick-Fil-A



*Katie Woods*  
R Bank,  
Marketing Director



**Moderated by**  
*Blair Manning*  
Marketing & Tourism  
Director of Burnet County

**November 8** ✦ **11 AM-1 PM**

# Fiscal Year Review – Other Offerings



**JOB BOARD**



# Current Focus



# Upcoming Membership Events

Coffee & Conversation – Nov. 15 - LCRA

Business After Hours – Nov. – Mad Hatters Provisions

# WATER SYSTEM

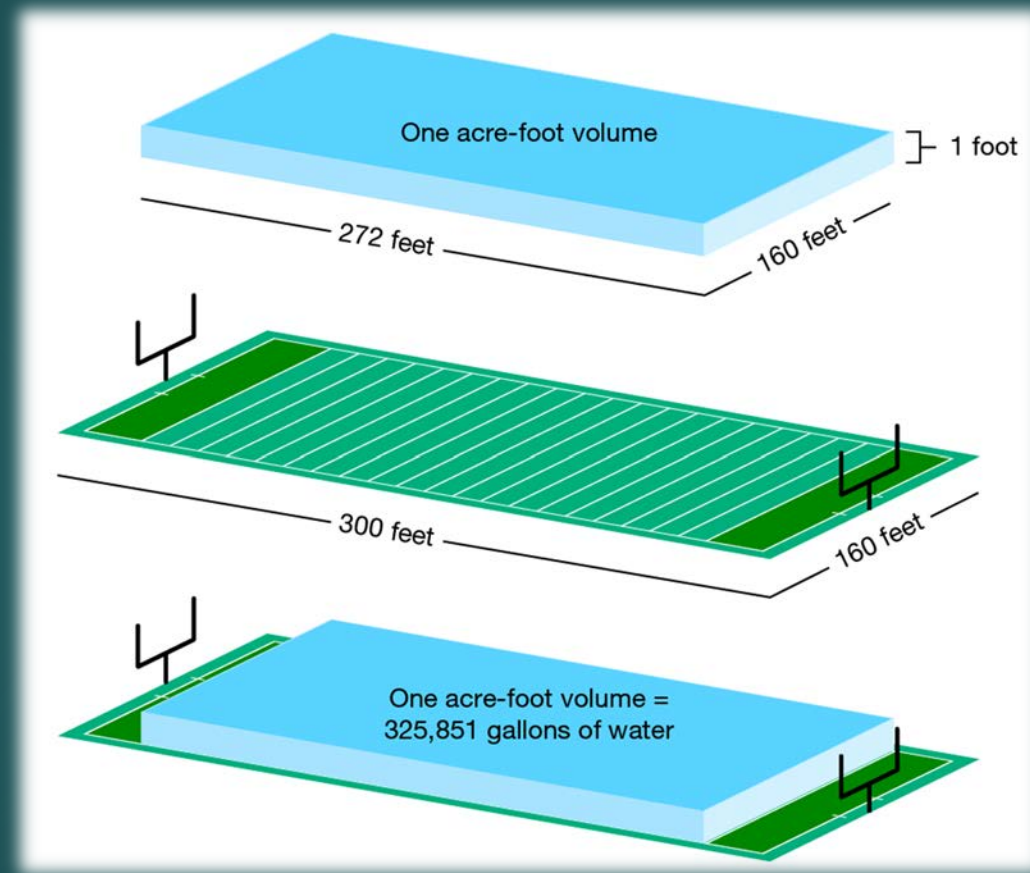


## Water Capacity Overview

A HIGH-LEVEL ANALYSIS



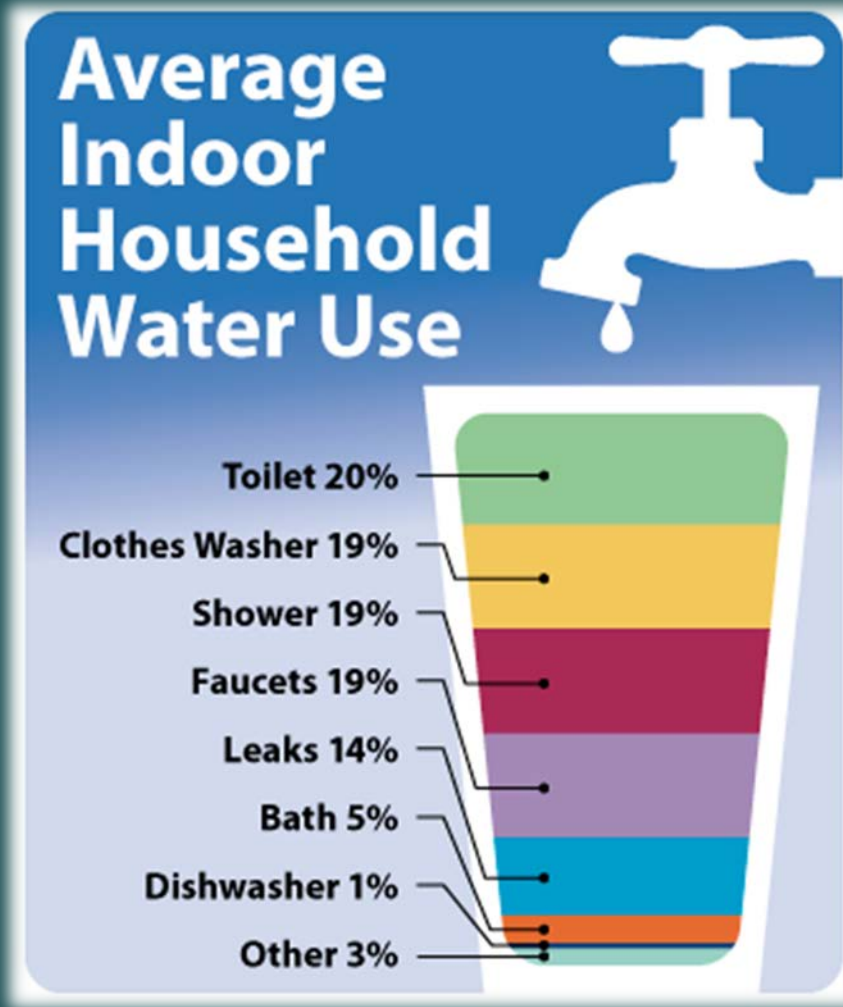
## DEFINITION: ACRE FOOT



# WATER SYSTEM

## Water Contracts

DEFINITION: LUE  
LIVING UNIT EQUIVALENT



1 LUE = 1 Single Family Home



WATER SYSTEM

# Lake Water Supply

INKS LAKE WATER PLANT: LCRA 4,100 AC-FT PER YEAR



WATER SYSTEM

# Ground Water Supply

CHEATHAM WELL HISTORICAL USE PERMIT:

921 AC-FT PER YEAR

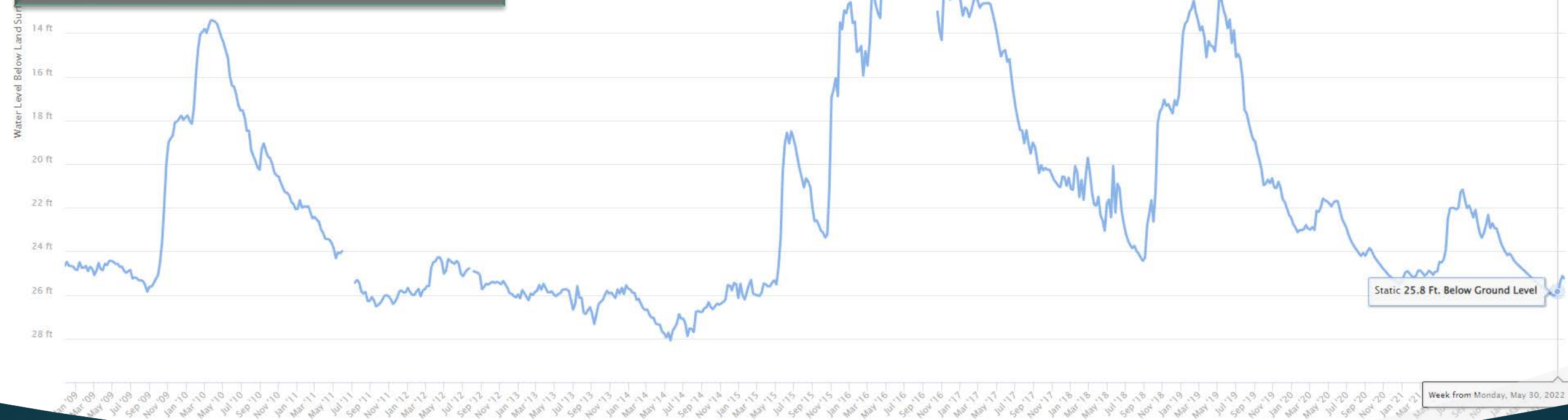
## WATER SYSTEM

# Lake Water Levels

LCRA Lake Levels and Capacity			
Lake	Normal Level	Current Level	Current Storage Ac-Ft
Buchanan	1,010	1,004	550,176
Travis	663	644	562,831
		TOTAL	1,113,007
Some mandatory conservation start at 900,000 Ac-FT			



# WATER SYSTEM



## Ground Water Levels

TYPICAL IRRIGATION WELL IN BURNET: **ELLENBURGER-SAN SABA**

# WATER SYSTEM

Raw Water Usage & Supplies			
	Fy '21 Usage Ac-Ft	Avail. Ac-Ft	Avail. LUE
Inks WTP Capacity:	475	4,025	17,387
Cheatham Well	501	420	1,815
Future Valley Well	0	0	0
<b>TOTAL</b>	<b>976</b>	<b>4,445</b>	<b>19,202</b>

## Water Contracts

INKS LAKE WATER PLANT & CHEATHAM WELL

CENSUS 2020: TOTAL 6,500

- 1% GROWTH LAST 10-YRS
- 522 NEW RESIDENTS

# WATER SYSTEM

size	LUE Equivalent	Connections	Subtotal LUEs
Other 3/4"	1	37	37
3/4"x5/8"	1	2,566	2,566
1"	2.5	145	363
1.5"	5	16	80
2"	8	76	608
3"	16	20	320
4"	25	11	275
6"	50	2	100
8"	160	1	160
FH Meter	0	-	-
Total		2,874	4,509

OVERALL 1.6 LUEs per Connection

Used For Treatment Design	Peak Day LUE	462	Gallons per day
General Statistic	Peak Month LUE	320	Gallons per day
Used for Raw Contracts	Average Day LUE	207	Gallons per day

## Treatment Capacity

CITY OF BURNET: 2,874 TAPS  
PROVIDING 4,509 LUE



# WATER SYSTEM

<u>Water Plant &amp; Well</u>	Plant Max. Capacity & Production		EXISTING		Typical Production		Additional Capacity	
	TCEQ Permitted	Daily Production	Connections	Utilization	Max. MGD Total	Served LUE	GPD Total	LUE
Inks WTP Capacity:	2.88 MGD	2,880,000		36%	1,041,500	2254	1,838,500	3,979
Cheatham Well	0.56 MGD	1,296,000		80%	1,041,500	2254	254,500	551
Future Valley Well	0.56 MGD	864,000		0%	-	-	-	-
TOTAL	3.44 MGD	5,040,000	2,874	4,509	2,083,000	4509	2,093,000	4,530
Based on peak day usage								

## Treatment Capacity

THE CITY CAN ACCOMMODATE THE EQUIVALENT OF 4,530 HOMES

## Treatment Expansion

EXPANSION TRIGGERED  
WHEN REACHING 7,694 LUE



# I NEED WATER!

Expansion Evaluation

TCEQ Expansion Triggers	TCEQ Permitted	LUE Trigger	Connection Trigger
Inks WTP Capacity:	2,160,000	4,675	2,980
Cheatham Well	1,296,000	3,019	1,924
Future Valley Well	648,000	0	0
<b>TOTAL</b>	<b>5,000</b>	<b>7,694</b>	<b>4,905</b>

Depending on growth occurring, TCEQ typically asks Cities to begin planning at 75%, and construction at 90%.



# WATER SYSTEM

## Treatment Capacity

SCENARIO: NO LAKE WATER

MAKING AN EMERGENCY  
WATER SUPPLY FOR

### EMERGENCY SCENARIO 1

<u>No Lake Water</u>	Plant Max. Capacity & Production		EXISTING		Typical Production		Additional Capacity	
	Permitted	Daily Production	Connections	Utilization	Max. MGD Total	Served LUE	GPD Total	LUE
Inks WTP Capacity:	2.88 MGD	-	0	0%	-	0	-	-
Cheatham Well	0.56 MGD	1,296,000	2874	100%	2,083,000	4509	(787,000)	(1,703)
Future Valley Well	0.56 MGD	864,000	0	0%	-	-	-	-
TOTAL	3.44 MGD	2,160,000	4,509	-	2,083,000	4509	(787,000)	(1,703)
				Option 1	Water Restriction		-38%	Deficient
				Option 2	Valley Well Online		4%	Surplus



# WATER SYSTEM

## Treatment Capacity

SCENARIO: NO WELL WATER

Available 28-hrs of stored water

EMERGENCY SCENARIO 2								
<u>No Well Water</u>	Plant Max. Capacity & Production		EXISTING		Typical Production		Additional Capacity	
	Permitted	Daily Production	Connections	Utilization	Max. MGD Total	Served LUE	GPD Total	LUE
Inks WTP Capacity:	2.88 MGD	2,880,000	2874	100%	2,083,000	4509	797,000	1,725
Cheatham Well	0.56 MGD	-	0	0%	-	0	-	-
Future Valley Well	0.56 MGD	-	0	0%	-	-	-	-
TOTAL	3.44 MGD	2,880,000	2,874	100%	2,083,000	4509	797,000	1,725
				Option 1	No Restriction		38%	Surplus





STORAGE TANK

# Water Storage

INKS LAKE WATER PLANT: 1,000,000 GALLONS

OTHER CITY STORAGE: 2,450,000 GALLONS

WATER SYSTEM



## WATER SYSTEM

# Water Storage

WHAT IF BOTH PLANT/WELL ARE SHUT DOWN?

**The City can still provide 28-hrs of water in such emergency**

CAPABLE OF MOVING WATER BETWEEN TANKS  
AND PRESSURE PLANES

# WATER SYSTEM

<u>Water Storage</u>	Capacity & Requirements		
	Tank Capacity	LUE Capacity	Required Expansion
Inks WTP Storage Tank	1,000,000	-	NO
Post Mountain Tank	1,000,000	5,000	NO
West Tank	400,000	2,000	NO
Eagles Nest	25,000	250	25,447
East Tank	400,000	2,000	NO
Main Street Tank	400,000	4,000	NO
TOTAL	3,225,000	13,250	N/A

## Water Storage

CITY OF BURNET: 2,874 TAPS

PROVIDING 4,509 LUE



# WATER SYSTEM

## Other requirements

- EAST HYDRO PUMP/TANK EXPANSION
- EAGLES NEST PUMP STATION
- SOUTH 281 TANK

The City can provide 28-hrs of water in emergency



# WATER SYSTEM

SOUTH 281 TANK Example

Current Transmission Pipe		LUEs	
Pipe Capacity (GPM)	2,115	Current Approx.	800
Fire Flow (GPM)	1,500	Avail. LUEs	225
Availability (GPM)	615	-	-
LUE Capacity	1,025	-	-

Water Model and Master Plan to tell the rest of the Story

# South 281 Tank

A VERY HIGH-LEVEL ANALYSIS

...takes a time  $t$   
to pass through this  
cross sectional area

A high-speed photograph of a water droplet hitting a surface, creating a crown-shaped splash and concentric ripples. The image is in a monochromatic blue-grey tone.

WATER SYSTEM

# Questions & Answers

## WATER MODEL AND MASTER PLAN

- IDENTIFY WEAK POINTS IN PIPE SYSTEM
- IDENTIFY NEEDED PUMP SIZING
- WATER AGE – EXTENDED PERIOD SIMULATION
- GROWTH PATTERNS AND SCENARIOS
- CIP PROJECT LIST AND TIMELINE

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

On this the 27<sup>th</sup> day of September, 2022, the City Council of the City of Burnet convened in a special called Workshop Session, at 10:00 a.m.in the City of Burnet Community Center located at 2402 S. Water Street, Burnet, Tx.; thereof with the following members present, to-wit:

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

Guests: Habib Erkan, Adrienne Feild, Leslie Kimbler, Patricia Langford, Mark Ingram, Alan Burdell, Brian Lee, Mark Miller, Carly Kehoe Pearson, Maria Gonzales, Eric Belaj, Tony Nash, Joy Biscotto, Bryce Van Arsdale

Call to Order: Mayor Bromley called the meeting to order at 3:00 p.m.

DISCUSS AND REVIEW:

Discuss and consider: City of Burnet Tree Ordinance: D. Vaughn: Carly Kehoe Pearson, Director of Public Works/Development Services presented an overview of the City of Burnet's current Tree Ordinance. Discussion among all present consisted of environmental benefits, problems with the current ordinance that causes a fiscal burden on developers, lack of burden on builders and home owners, preservation of heritage and monarch trees. The general discussion favored amending the ordinance to provide equity in administration of the ordinance, while encouraging the preservation and beautification of the community.

ADJOURN:

There being no further business the Workshop session was adjourned at 5:55 p.m.

ATTEST:

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

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

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

On this the 27<sup>th</sup> day of September, 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, Mary Jane Shanes, Philip Thurman, Ricky Langley, Joyce  
   Laudenschlager  
Absent                            Cindia Talamantez  
City Manager                   David Vaughn  
City Secretary                 Kelly Dix

Guests: Habib Erkan, Mark Miller, Patricia Langford, Tony Nash, Leslie Kimbler, Brian Lee, Alan Burdell, Maria Gonzales, Mark Ingram, Bryce Van Arsdale, Eric Belaj, Carly Kehoe Pearson, Joy Biscotto, Lottie McCorkle

Call to Order: Mayor Bromley called the meeting to order at 6:01 p.m.

INVOCATION: Led by Mayor Crista Goble Bromley

PLEDGES (US & TEXAS): Led by Council Member Philip Thurman

SPECIAL REPORTS/RECOGNITION:

Proclamation: Hunger Awareness: Mayor Crista Goble Bromley: Mayor Bromley presented the proclamation to members of the Burnet County Hunger Alliance declaring the month of September 2022 Burnet County Hunger Awareness Month, providing citizens with improved knowledge of resources to help reduce hunger in Burnet County.

Chamber of Commerce Report: Allison McKee: Allison McKee, Director of the Burnet Chamber of Commerce updated all present on current happenings at the Chamber to include, the 2022 Chamber Board election results, the Lunch and Learn Program, the Coffee and Conversation Program, preparation for Bluebonnet Festival and Christmas on the Square, and the implementation of new financial software to improve efficiency at the Chamber of Commerce.

PD Report-Golf Carts on Public Streets. B. Lee: Police Chief Lee reviewed the State law requirements for the use of golf carts on public streets. Drivers must have a drivers license, headlamps, tail lamps, reflectors, parking brake, mirrors, golf cart license plate obtained from the tax assessor's office and if operated on the roads at a speed of 25mph or less. A Golf Cart is required to display a slow moving vehicle emblem as well.

Delaware Springs Golf Course Quarterly Report: T. Nash: Tony Nash, General Manager of the Delaware Springs Golf Course updated all present on the completed renovations at the clubhouse, the increase in snack bar usage from patrons, the annual membership meeting, the successful Jerry House Youth Golf Association clinic that was held this summer at the course, and the updated delivery date of the course equipment.

Water/Wastewater Quarterly Report: E. Belaj: City Engineer Eric Belaj presented the report to all present. The report included the transfer of project to engineering, an overview of the GaniteNet software main sewer line inspections, and the scheduled distribution valves and fire hydrant replacement and installation areas.

Water Supply Report: E. Belaj: Postponed to the October 25, 2022 City Council Meeting.

August 2022 Financial Report: P. Langford: Director of Finance Patricia Lanford presented the September 2022 Financial report to include the current fund balances, revenue and expenses and the overall year end projection for all departments.

CONSENT AGENDA ITEMS:

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

Approval of the September 13, 2022, Regular City Council Meeting Minutes:

Consent: Approval of an Interlocal Agreement with the Burnet County, Herman Brown Free Library for utility

assistance and book purchases: K. Dix

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

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

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

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

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

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

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

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

Consent: Approval of a Non-Profit Organization Funding Agreement with Hill Country Smiles: K. Dix

Consent: Approval of a Non-Profit Organization Funding Agreement with the CASA for the Highland Lakes: K. Dix: Council Member Joyce Laudenschlager made a motion to approve the consent agenda as presented. Council Member Mary Jane Shanes 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, ORDERING THE ADOPTION OF A REVISION TO THE CITY CHARTER IN ORDER TO CORRECT ERRORS IN THE VERSION OF THE CHARTER THAT IS CURRENTLY PUBLISHED AND TO PROVIDE A CHARTER THAT ACCURATELY REFLECTS THE WILL OF THE VOTERS IN THE CHARTER AMENDMENT ELECTIONS. D. Vaughn: Council Member Joyce Laudenschlager moved to approve and adopt Ordinance No. 2022-41 as presented. Council Member Mary Jane Shanes 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 CITY CODE OF ORDINANCES SECTION 74-38 GOLF COURSE RATES; PROVIDING FOR SEVERABILITY AND OPEN MEETINGS CLAUSES; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OTHER RELATED MATTERS: T. Nash: Council Member Mary Jane Shanes moved to approve and adopt Ordinance No. 2022-42 as presented. Council Member Philip Thurman seconded. The motion carried unanimously.

Discuss and consider action: Collaborative operations between Chamber of Commerce's, City Council and Economic Development Corporations and the possible creation/appointments to a City/BEDC/Chamber of Commerce Committee: C. Kehoe Pearson/D. Vaughn: Council Member Philip Thurman moved to appoint Ricky Langley to serve on the City/BEDC/Chamber of Commerce Committee. Council member Mary Jane Shanes seconded. The motion carried unanimously.

Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AMENDING CODE OF ORDINANCES CHAPTER 118 (ENTITLED "ZONING") BY ADDING A NEW SECTION 118-9 ESTABLISHING A PROCESS TO CHANGE ZONING CLASSIFICATION AND ZONING CLASSIFICATION RULES; PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: H. Erkan, Jr.: Council Member Mary Jane Shanes moved to approve the first reading of Ordinance 2022-44 as presented. Council Member Joyce Laudenschlager seconded. The motion carried unanimously.

Discuss and consider action: Authorize and approve the purchase of equipment for the Rescue Task Force for the Fire Department: M. Ingram: Council Member Philip Thurman moved to authorize and approve the purchase of equipment for the Rescue Task Force for the Fire Department as presented. Council Member Joyce

Laudenschlager seconded. The motion carried unanimously.

Discuss and consider action: Request for the Police Department to apply and accept a selective traffic enforcement grant. B. Lee: Council member Ricky Langley move to approve the request for the Police Department to apply and accept a selective traffic enforcement grant as presented. Council Member Philip Thurman seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS FOR ADMINISTRATIVE SERVICES RELATED TO AN APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR AN AWARD OF A COMMUNITY DEVELOPMENT FUND GRANT: A. Field: Council Member Joyce Laudenschlager moved to adopt Resolution R2022-72 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 APPROVING FIRST AMENDMENT TO LETTER OF INTENT TO GROUND LEASE PROPERTY AT THE BURNET MUNICIPAL AIRPORT. A. Field: Council Member Mary Jane Shanes moved to adopt Resolution R2022-71 as presented. Council Member Joyce Laudenschlager seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AUTHORIZING THE ACCEPTANCE OF ROUTINE AIRPORT MAINTENANCE PROGRAM (RAMP) MATCHING GRANT FUNDS FROM THE TEXAS DEPARTMENT OF TRANSPORTATION AVIATION DIVISION IN THE AMOUNT OF \$50,000.00 FOR QUALIFYING IMPROVEMENTS TO THE BURNET MUNICIPAL AIRPORT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT PROGRAM DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE. A. Field: Council Member Mary Jane Shanes moved to adopt Resolution R2022-73 as presented. Council Member Joyce Laudenschlager 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: Mayor Bromley requested an update on the Jackson Street Project.

ADJOURN: There being no further business a motion to adjourn was made by Council Member Mary Jane Shanes at 7:15 p.m. seconded by Council Member Joyce Laudenschlager. The motion carried unanimously.

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Crista Goble Bromley, Mayor

**ATTEST:**

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Kelly Dix, City Secretary

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

On this the 11<sup>th</sup> day of October, 2022, the City Council of the City of Burnet convened in Regular Session, at 11:00 a.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                Mary Jane Shanes, Philip Thurman, Ricky Langley, Joyce Laudenschlager, Cindia Talamantez

Absent                                Dennis Langley

City Manager                    David Vaughn

Assistant City Secretary       Leslie Kimbler

Guests: Habib Erkan, Maria Gonzales, Adrienne Feild

Call to Order: Mayor Bromley called the meeting to order at 11:00 a.m.

SPECIAL REPORTS/RECOGNITION: None.

CONSENT AGENDA ITEMS: None.

*(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.)*

ACTION ITEMS:

Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING A CONTRACT WITH GOODWIN-LASITER-STRONG, FOR ARCHITECTURAL SERVICES RELATED TO THE DESIGN OF A NEW HILL COUNTRY CHILDREN'S ADVOCACY CENTER FACILITY; AND AUTHORIZING THE CITY MANAGER'S EXECUTION OF SAID INSTRUMENTS ON BEHALF OF THE CITY: H. Erkan, Assistant City Manager: Council Member Mary Jane Shanes moved to adopt Resolution R2022-74 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 inquired about scheduling a workshop to discuss RV Parks.

ADJOURN: There being no further business a motion to adjourn was made by Council Member Mary Jane Shanes at 11:06 a.m. seconded by Council Member Joyce Laudenschlager. The motion carried unanimously.

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Crista Goble Bromley, Mayor

**ATTEST:**

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Kelly Dix, City Secretary



## Development Services

## ITEM 3.1 A

Leslie Kimbler  
Planner  
512-715-3215  
lkimbler@cityofburnet.com

### Agenda Item Brief

**Meeting Date:** October 25, 2022

**Agenda Item:** FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY AT 2947 E HWY 29 (LEGALLY DESCRIBED AS: 8.05 ACRES OUT OF THE SARAH ANN GUEST SURVEY, ABS. NO. 1525, AND THE JOSEPH BAKER SURVEY, NO. 28, ABS. NO. 125) WITH LIGHT COMMERCIAL – DISTRICT “C-1” CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: L. Kimbler

**Background:** The subject property is approximately 8 acres located along State Highway 29 East (Exhibit A). The property is currently zoned as Single-Family Residential – District “R-1” with an un-occupied single-family home located on the lot. The property abuts the city limits as well as the Texas Department of Transportation office and laydown yard.

**Information:** The applicant is seeking the requested zoning for marketing purposes. Additionally, due to other commercial uses that abut the property or are in the general area, the applicant feels they reduce the residential value substantially. Surrounding property are currently zoned Single-family Residential – “R-1” however, some of the uses are commercial or industrial like uses.

**Staff Analysis:** The Future Land Use Map (Exhibit B) designation for the area is Commercial. The request for the Commercial designation is appropriate.

Properties adjacent to the subject property are zoned as follows:

	North	South	East	West
<b>Zoning</b>	“R-1”	“ETJ”	“R-1”	“R-1”
<b>FLUM</b>	Commercial	Residential	Commercial	Commercial
<b>Land Use</b>	Residential	Cell Tower	TxDOT property	Undeveloped



Light Commercial – District “C-1” is governed by code of ordinances, Sec. 118-45, and allows for a mix of commercial uses including retail, office, light commercial, and similar uses excluding residential and multifamily. This district also includes those uses permitted in the “NC” Neighborhood Commercial district.

An example of some allowable uses would be:

- Banks
- Personal Services uses including barber shops, beauty parlors, etc.
- Restaurant or other drive-in eating establishment
- Retail sale of goods and products

Section 118-20, Chart 1, states properties zoned “C-1” must be a minimum of 10,000 square feet with a minimum lot width of 50 feet. The subject property does exceed both requirements.

Currently, the property is serviced by an existing well and on-site septic facility; it is also serviced by PEC Electric as it is not inside the City of Burnet’s electrical service area.

**Public Notification:** Written notices were mailed to eleven (11) surrounding property owners within 200 feet of the subject property within the city limits. There have been zero responses in favor and zero responses in opposition.

**P&Z Report** Planning and Zoning met at their regular meeting on Monday, October 3<sup>rd</sup> and did recommend approval of the proposed zoning amendment ordinance.

**Recommendation:** Open the public hearing.  
Discuss and consider first reading of Ordinance 2022-46 as presented.

Exhibit "A"  
Location & Current Zoning Map

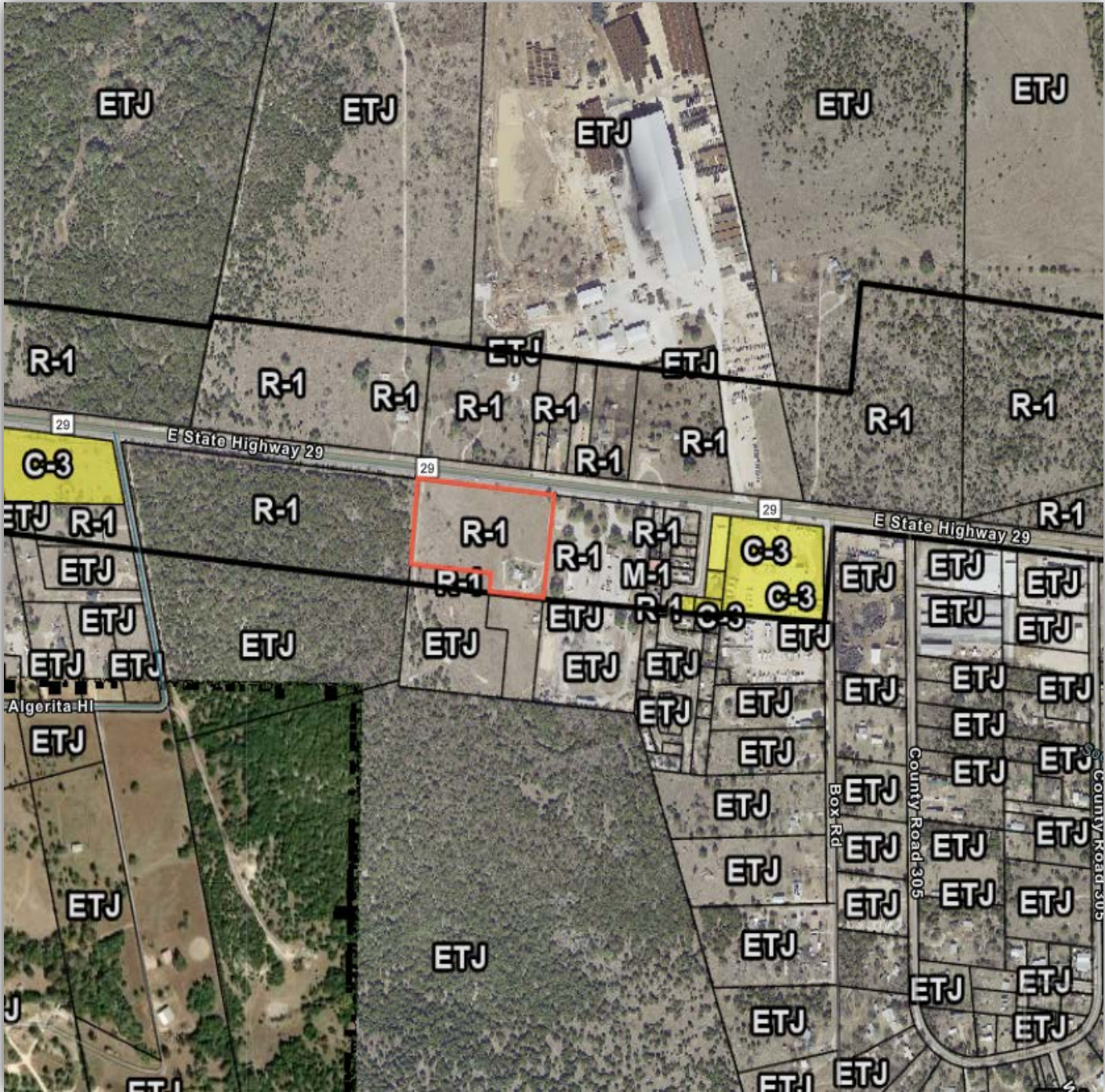
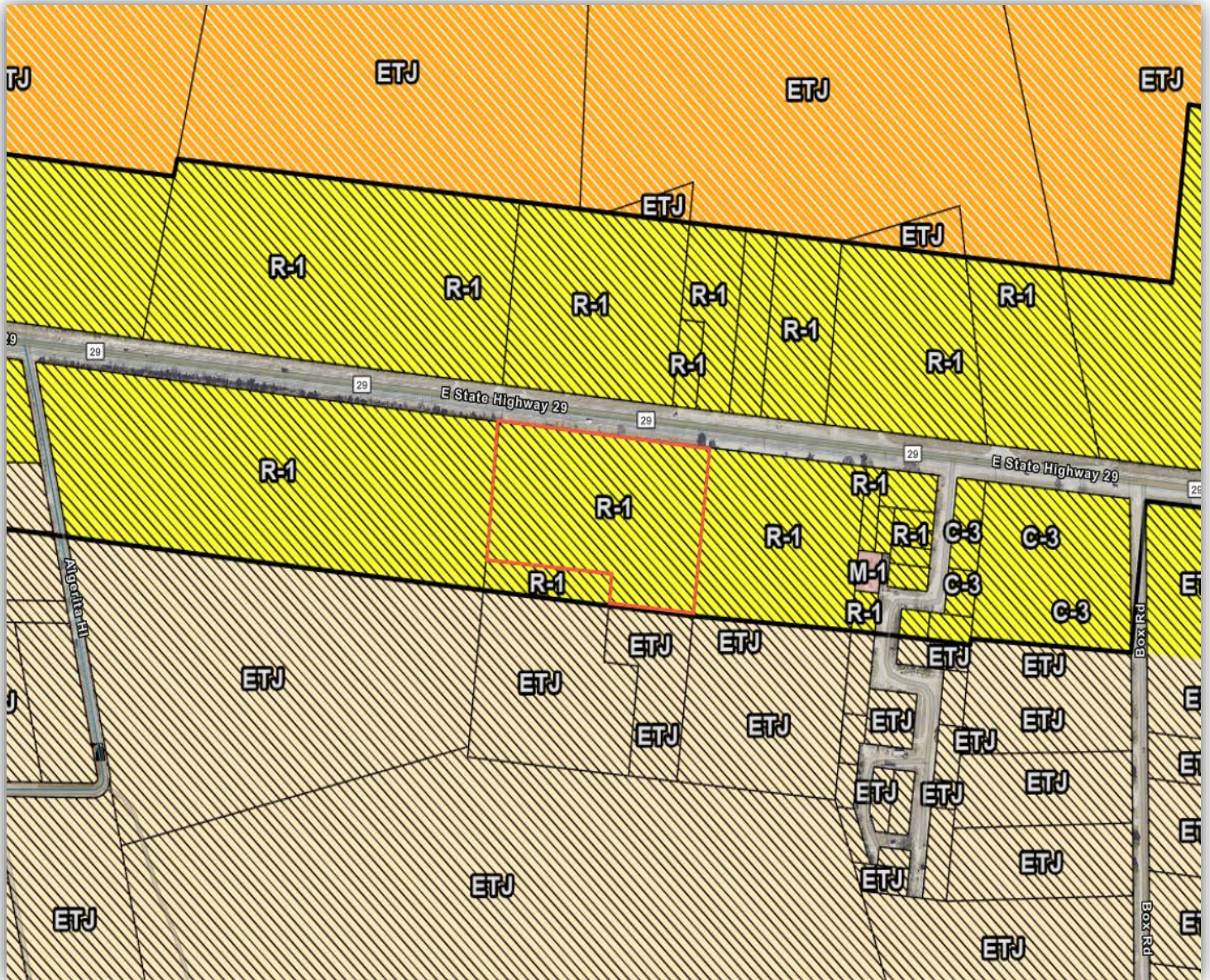




Exhibit "B"  
Future Land Use Map





## **ORDINANCE NO. 2022-46**

**AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY AT 2947 E HWY 29 (LEGALLY DESCRIBED AS: 8.05 ACRES OUT OF THE SARAH ANN GUEST SURVEY, ABS. NO. 1525, AND THE JOSEPH BAKER SURVEY, NO. 28, ABS. NO. 125) WITH LIGHT COMMERCIAL – DISTRICT “C-1” CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE**

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

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

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

**WHEREAS**, in passing and approving this ordinance it is legislatively found the Planning and Zoning Commission and City Council complied with all notice, hearing and meetings requirements set forth in Texas Local Government Chapter 211; Texas Government Code Chapter 551, the City Charter; and Chapter 118, of the Code of Ordinances; and

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

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

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

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

**Section two. Property.** The Property that is the subject to this Zoning District Reclassification is 2947 E Highway 29 (LEGALLY DESCRIBED AS: 8.05 ACRES OUT OF THE SARAH ANN GUEST SURVEY, ABS. NO. 1525, AND THE JOSEPH BAKER SURVEY, NO. 28, ABS. NO. 125) as shown on **Exhibit “A”** hereto.

**Section three Zoning District Reclassification.** LIGHT COMMERCIAL – DISTRICT “C-1” Zoning District Classification is hereby assigned to the Property described in section two.

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

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

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

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

**PASSED** on First Reading the 25<sup>th</sup> day of October 2022

**PASSED AND APPROVED** on this the 8<sup>th</sup> day of November 2022.

**CITY OF BURNET, TEXAS**

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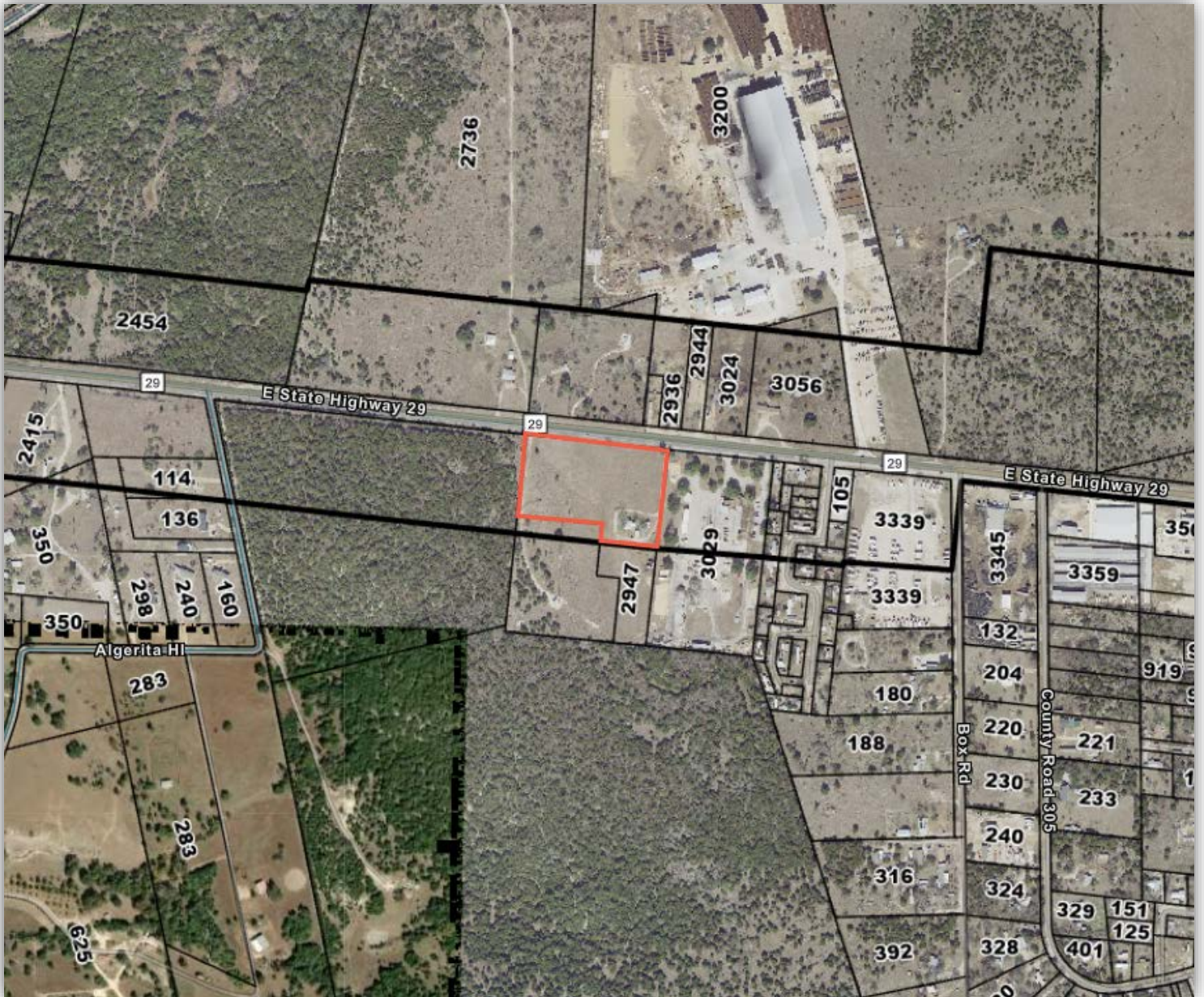
Crista Goble Bromley, Mayor

**ATTEST:**

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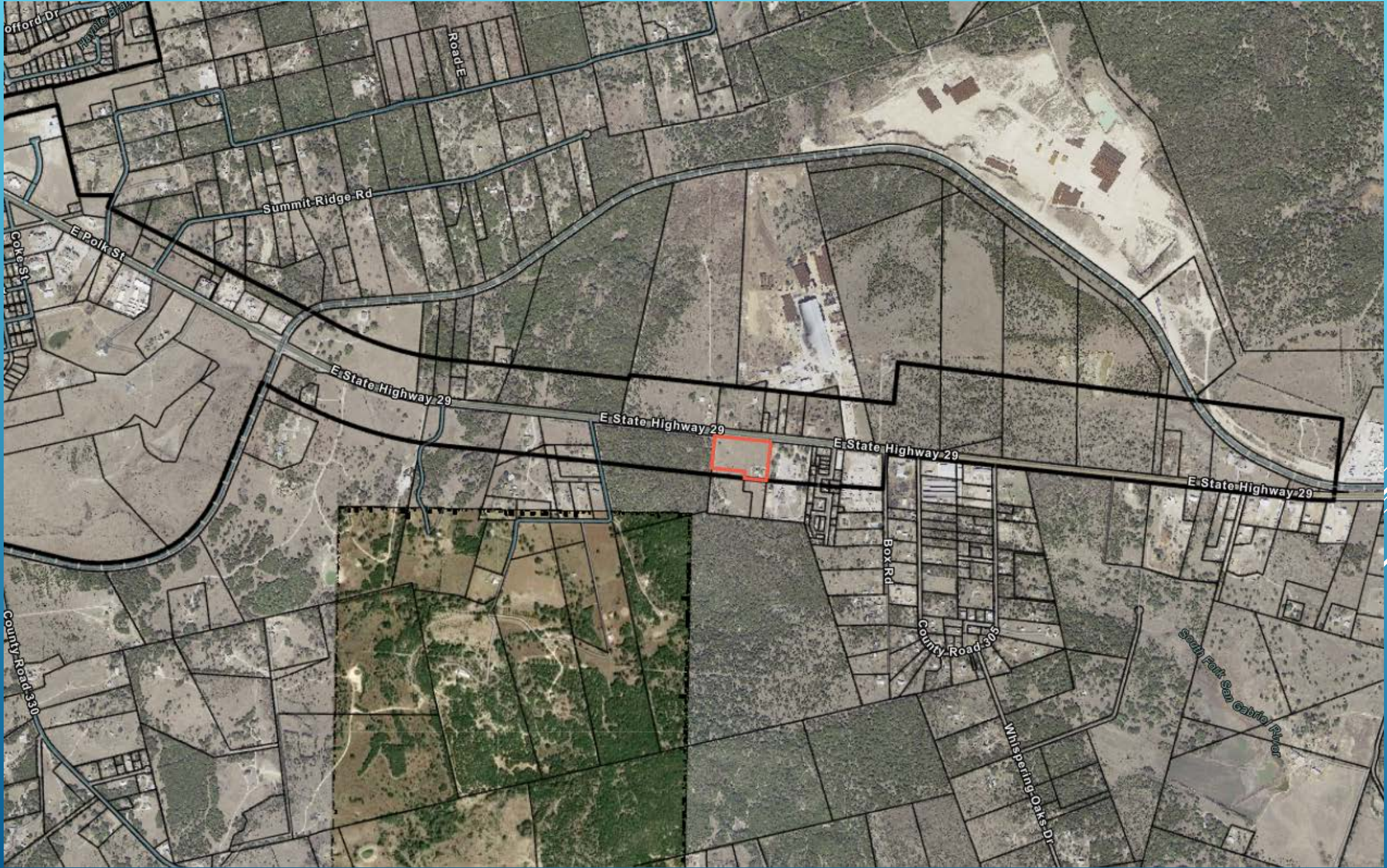
Kelly Dix, City Secretary

Exhibit "A"  
Location

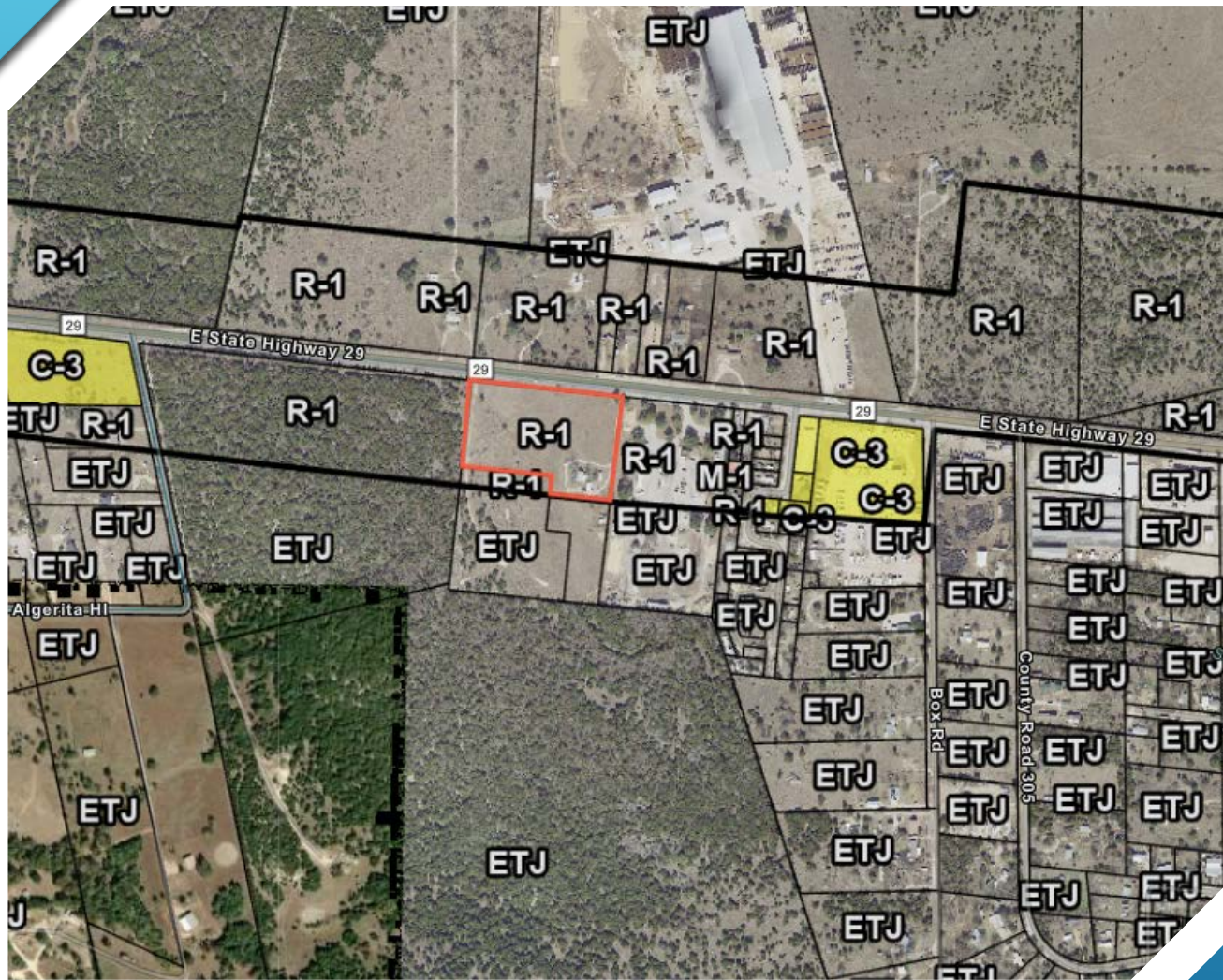


AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS,  
AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL  
ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY  
AT 2947 E HWY 29 (LEGALLY DESCRIBED AS: 8.05 ACRES  
OUT OF THE SARAH ANN GUEST SURVEY, ABS. NO. 1525,  
AND THE JOSEPH BAKER SURVEY, NO. 28, ABS. NO. 125)  
WITH LIGHT COMMERCIAL – DISTRICT “C-1”  
CLASSIFICATION; PROVIDING A REPEALER CLAUSE;  
PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN  
EFFECTIVE DATE









► **Information:**

► Current Zoning:

► Single-Family  
Residential – District “R-1”

► Requested Zoning:

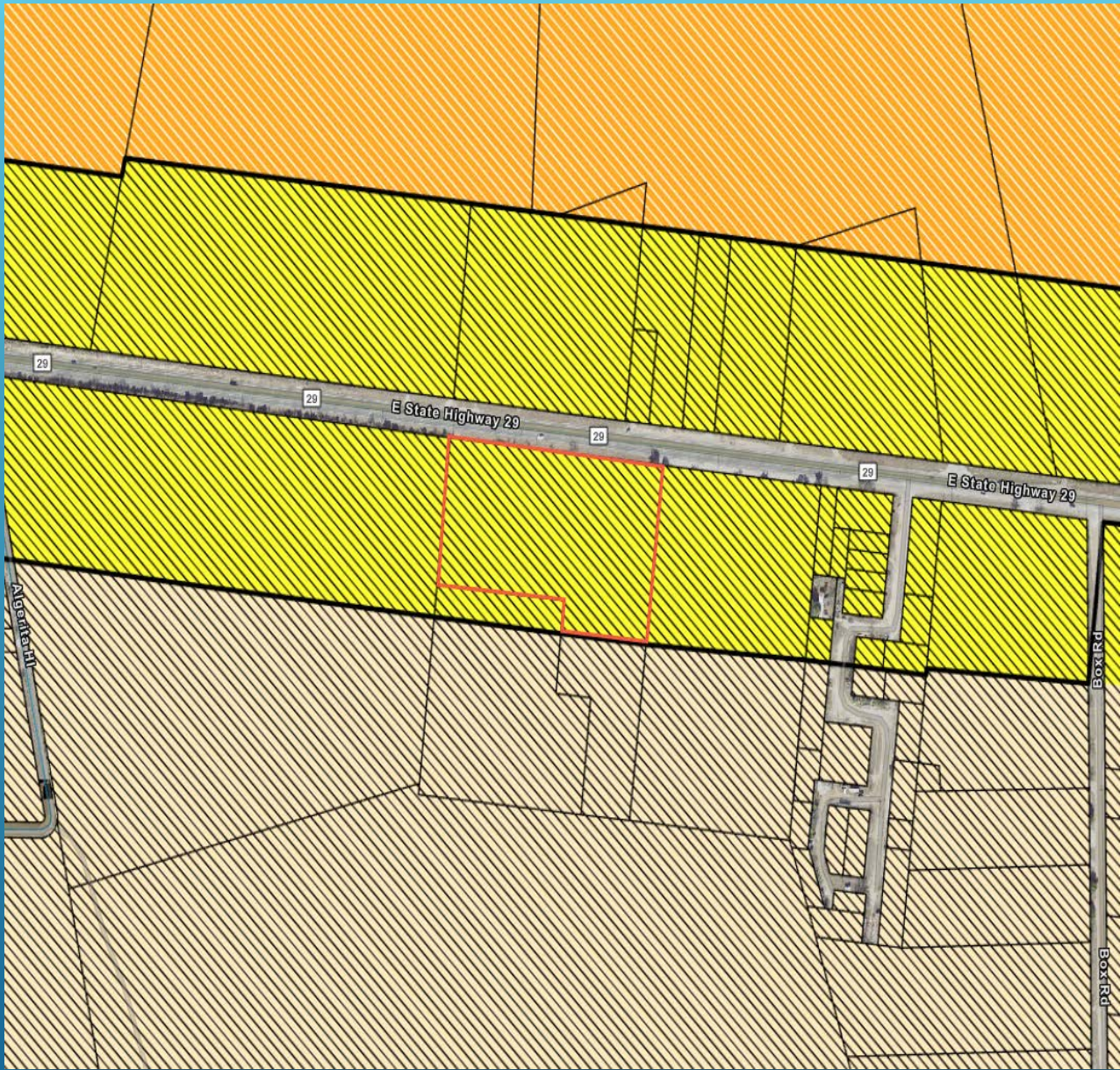
► Light Commercial –  
District “C-1”

► Applicant is seeking the  
rezone for marketing  
purposes and to be more  
in line with the use of  
surrounding properties



FLUM	North	South	East	West
Zoning	"R-1"	"ETJ"	"R-1"	"R-1"
FLUM	Commercial	Residential	Commercial	Commercial
Land Use	Residential	Cell Tower	TxDOT property	Undeveloped

The Future Land Use Map designation for the area is Commercial. The proposed zoning is appropriate for this area.







- **Public Notification:**

- Written notices were mailed to 11 surrounding property owners
- No responses in support or opposition have been received

- **P&Z Recommendation:**

Planning and Zoning met on Monday, October 3<sup>rd</sup> and did recommend approval of the proposed Ordinance #2022-XX as presented.

Open the public hearing

Discuss

Consider first reading of  
Ordinance as presented





## Police Department

### ITEM 4.1

Brian Lee  
Police Chief  
512 756-6404  
blee@cityofburnet.com

### Agenda Item Brief

<b>Meeting Date:</b>	October 25, 2022
<b>Agenda Item:</b>	Discuss and consider action: The 2022/2023 Public Safety Dispatch Agreement: B. Lee
<b>Background:</b>	The City of Burnet has contracted with Burnet County for Public Safety Dispatch Services/911.
<b>Information:</b>	The City of Burnet contracts with Burnet County for dispatch services .This Cooperative Agreement between the City of Burnet and Burnet County is for dispatch services/911 for the Burnet Police and Fire Departments for the Fiscal Year 2022/2023 Budget.
<b>Fiscal Impact</b>	Dispatching Services will be a total cost of \$114,789 annually paid monthly in twelve increments of \$9,565.75 beginning on October 1, 2022.The total amount for dispatch services is for Burnet Police, Fire and Public Works.
<b>Recommendation:</b>	Staff recommends approval of the 2022/2023 Cooperative Agreement between the City of Burnet and Burnet County for Dispatch Services/911.

## COOPERATIVE AGREEMENT

THE STATE OF TEXAS

COUNTY OF BURNET

This Agreement is entered into this the 1<sup>st</sup> day of October, 2022 and shall remain in effect until September 30, 2023 by and between the **CITY OF BURNET AND COMMISSIONERS' COURT and SHERIFF Burnet County, Texas** as follows:

WHEREAS, the CITY OF BURNET operates a municipal police department and BURNET COUNTY Sheriff's Department operates a radio law enforcement dispatch system, and;

WHEREAS, the jurisdiction of the CITY and the COUNTY law enforcement, overlap, and;

WHEREAS, the mutual interest of both law enforcement, fire/EMS, units could best be served by the cooperative use of one radio law enforcement dispatch unit and;

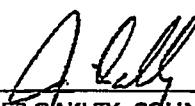
WHEREAS, the CITY COUNCIL of the CITY OF BURNET and the COMMISSIONERS' COURT of BURNET COUNTY have ratified this Agreement and approved its provisions;

It is therefore agreed that the CITY OF BURNET, in order to partially defray the expense of the operation of a radio law enforcement dispatch unit, shall pay to BURNET COUNTY the cash sum of \$114,789.00 (One Hundred Fourteen Thousand Seven Hundred Eighty Nine dollars and 00/100) annually. Payment will be due on the first day of each month, beginning October 1, 2022 as follows: Eleven monthly installments in the amount of \$9,565.75 (Nine Thousand Five Hundred Sixty Five dollars and 75/100), and one installment of \$9,565.75 (Nine Thousand Five Hundred Sixty Five dollars and 75/100).

In consideration of the said payment to BURNET COUNTY, the CITY OF BURNET and the City of BURNET POLICE DEPARTMENT, CITY OF BURNET FIRE DEPARTMENT AND CITY OF BURNET PUBLIC WORKS DEPARTMENT shall receive the benefit of full time (24 hours per day) radio law enforcement dispatching services operated by and under the control of the BURNET COUNTY SHERIFF'S DEPARTMENT.

This agreement is executed on 27<sup>th</sup> day of September 2022, effective date as set forth above.

\_\_\_\_\_  
CRISTA GOBLE BROMLEY, MAYOR  
CITY OF BURNET  
P.O. BOX 1369  
BURNET, TEXAS 78611

  
\_\_\_\_\_  
JAMES OAKLEY, COUNTY JUDGE  
BURNET COUNTY

\_\_\_\_\_  
CHIEF OF POLICE  
CITY OF BURNET

  
\_\_\_\_\_  
CALVIN BOYD  
BURNET COUNTY SHERIFF



# Communications Cooperative Agreement

Burnet County Dispatch



Burnet Police



Burnet Fire

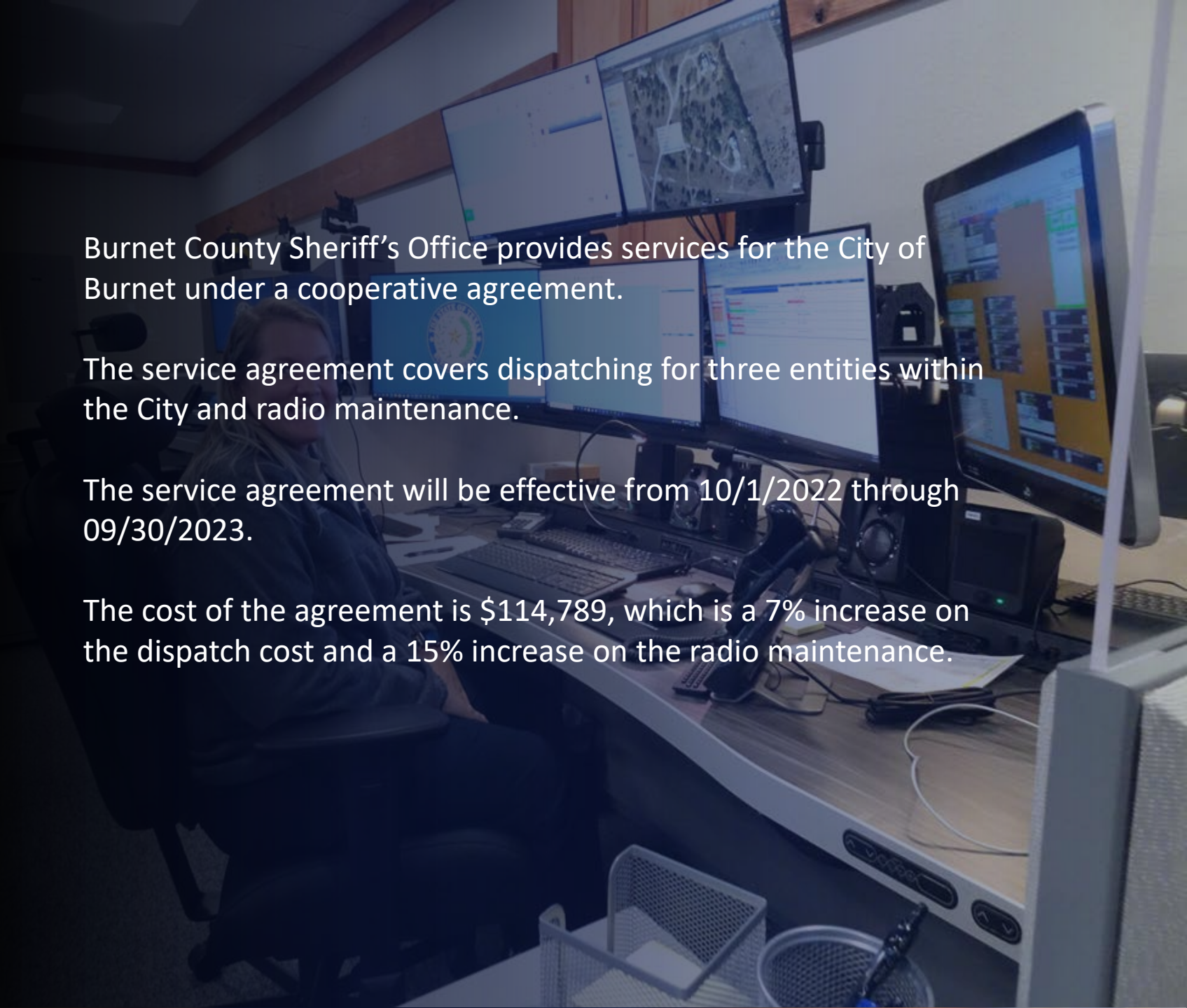


Burnet County Sheriff's Office provides services for the City of Burnet under a cooperative agreement.

The service agreement covers dispatching for three entities within the City and radio maintenance.

The service agreement will be effective from 10/1/2022 through 09/30/2023.

The cost of the agreement is \$114,789, which is a 7% increase on the dispatch cost and a 15% increase on the radio maintenance.





# Communications Cooperative Agreement

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## Burnet County Dispatch

Provide 24-hour radio  
dispatch services

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## Burnet Police

## Burnet Fire

Burnet County dispatch is staffed 24/7 365 days a year.

Dispatch has two dispatchers available to handle calls and dispatch via radio and telephone.

Centralized location for citizens to call when they need assistance or during after hours for public works issues that may arise.

Recently upgraded the dispatch center to accommodate more technology and standards.





# Communications Cooperative Agreement

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Burnet County Dispatch



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Burnet Police



Dispatch services for patrol

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Burnet Fire



24/7 operation

Dispatch services include:

- Dispatch to calls for service
- Criminal History checks
- Drivers license checks
- Registration checks
- Warrant checks
- Wealth of information including key holder information etc.





# Communications Cooperative Agreement

Burnet County Dispatch



Burnet Police



Burnet Fire

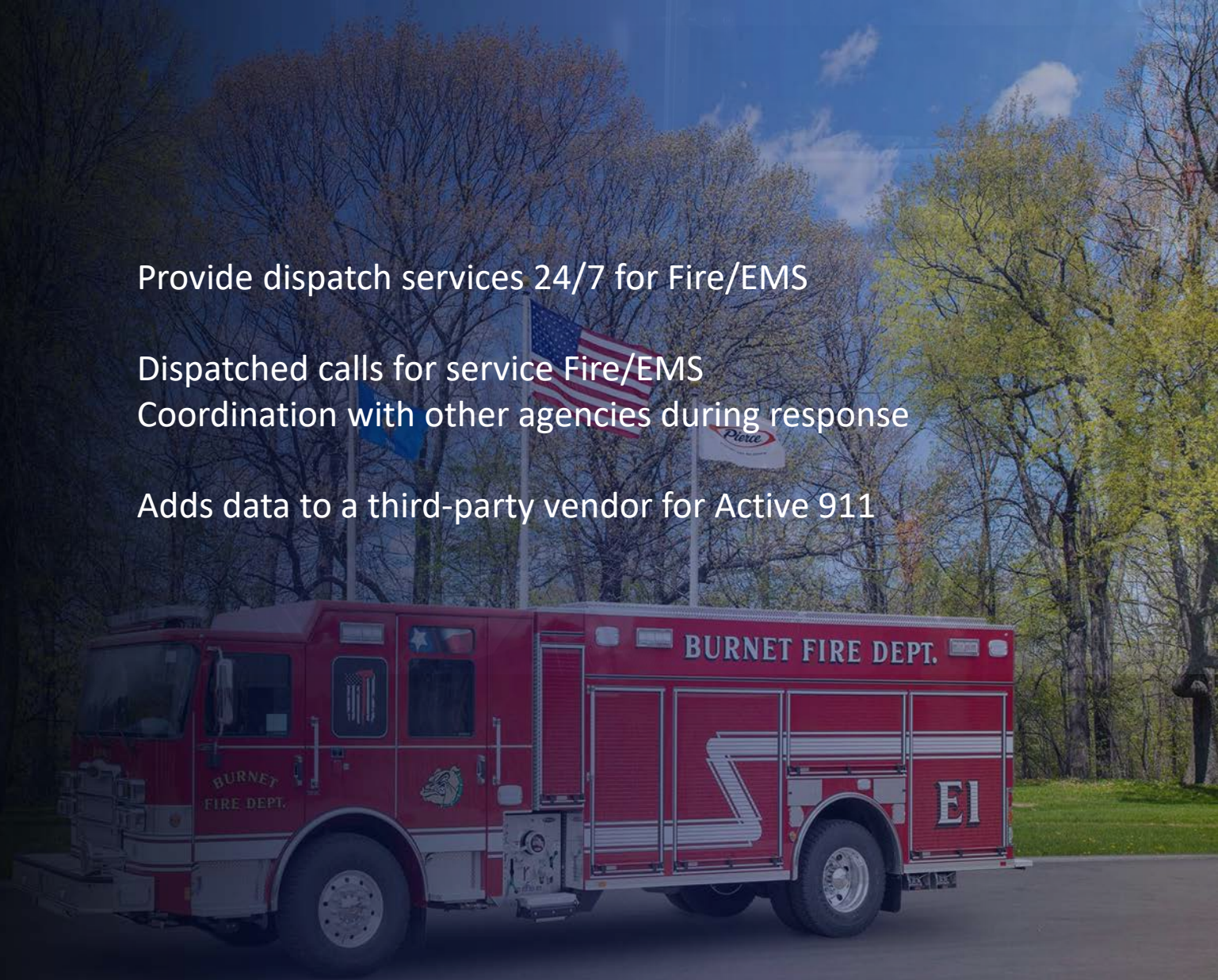


Dispatch service for Fire/EMS

Provide dispatch services 24/7 for Fire/EMS

Dispatched calls for service Fire/EMS  
Coordination with other agencies during response

Adds data to a third-party vendor for Active 911







## Development Services

## ITEM 4.2

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

### Action

**Meeting Date:** October 25, 2022

**Agenda Item:** Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING ACCEPTANCE OF PUBLIC UTILITY EASEMENTS TO PROVIDE DRAINAGE IMPROVEMENTS TO THE WOODLANDS AND HERITAGE VALLEY SUBDIVISIONS; AND AUTHORIZING THE MAYOR'S EXECUTION OF SAID INSTRUMENTS ON BEHALF OF THE CITY. H. Erkan

**Background:** City Council authorized extensive work to be done on Applewood and Spicewood Streets to increase the streets stormwater conveyance capacity. The next step in this project is to dredge the Woodlands Subdivision Pond and make drainage improvements and relocate utilities on the adjoining lot owned by the Heritage Valley POA.

**Information:** On October 13, 2022, the Heritage Valley POA board of directors met and approved the dedication of a public utility easement. On October 19, 2022, Napoleon Barrios and Tamira Copeland executed a public utility easement on their property, which adjoins the Heritage Valley POA lot. This resolution authorizes acceptance of those dedications. This will further efforts to complete the necessary drainage improvements and utility relocation.

**Fiscal Impact** The drainage improvement project has been budgeted and no additional fiscal impact is anticipated from accepting these easements, save and except the nominal costs for recording the easement instruments.

**Recommendation:** Approve Resolution No. R2022-75 as presented.

**RESOLUTION NO. R2022-75**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS  
APPROVING ACCEPTANCE OF PUBLIC UTILITY EASEMENTS TO PROVIDE  
DRAINAGE IMPROVEMENTS TO THE WOODLANDS AND HERITAGE  
VALLEY SUBDIVISIONS; AND AUTHORIZING THE MAYOR'S EXECUTION OF  
SAID INSTRUMENTS ON BEHALF OF THE CITY**

**Whereas**, City Council approved a stormwater drainage improvement project that included extensive work to Applewood and Spicewood Streets increasing those streets stormwater conveyance capacity; and

**Whereas**, the next step in this project is to dredge the Woodlands Subdivision Pond and make drainage improvements and relocate utilities on the adjoining lot owned by the Heritage Valley POA; and

**Whereas**, on October 13, 2022, the Heritage Valley POA board of directors met and approved the dedication of a public utility easement, to accommodate the stormwater draining off the Woodlands Subdivision Pond and the relocation of the public utility infrastructure; and

**Whereas**, on October 19, 2022, Napoleon Barrios and Tamira Copeland executed a public utility easement on their property, which adjoins the Heritage Valley POA lot.

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

**Easement Agreements Approved.** The Easement Agreements, from the Heritage Valley POA, and Napoleon Barrios and Tamira Copeland, attachment hereto, are hereby approved.

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

**Section three. Open Meetings.** It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

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

**PASSED AND APPROVED** this the 25<sup>th</sup> day of October 2022.

**CITY OF BURNET, TEXAS**

**ATTEST:**

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

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

Public Utility Easement

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

**PUBLIC UTILITY EASEMENT**

**THE STATE OF TEXAS**

§

§

**COUNTY OF BURNET**

§

**KNOW ALL PERSONS BY THESE PRESENTS:**

DATE:

GRANTOR:

**Heritage Valley POA**

GRANTOR'S MAILING ADDRESS (including County):

**PO Box 104.  
Burnet, Burnet County, Texas 78611**

GRANTEE:

**City of Burnet, Texas**

GRANTEE'S MAILING ADDRESS (including County):

**P.O. Box 1369  
1001 Buchanan Drive Suite #4,  
Burnet, Burnet County, Texas 78611**

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

PROPERTY:

Being a 0.10 acre tract of land, out of a lot, known as Lot 1-A, Block 1, of the Heritage Valley Subdivision recorded in Book CAB4 Page 29D of the Public Records of Burnet County, Texas, and being more particularly described by metes and bounds as follows in Exhibit "A".

**GRANTOR**, for the **CONSIDERATION** paid to **GRANTOR**, hereby grants, sells, and conveys to **GRANTEE**, its successors and assigns, an exclusive, perpetual easement for all purposes necessary for installing, operating and maintaining any and all desired utility services within said easement, including but not limited to placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed structures or improvements reasonably necessary for the supplying of electric, water and/or sanitary sewer service, stormwater drainage and all other utility services deemed necessary by the **GRANTEE** in, upon, under and across the **PROPERTY** more fully described and as shown in Exhibit "A" attached hereto.

**GRANTOR** and **GRANTOR's** heirs, successors, and assigns shall retain the right to use all or part of the **PROPERTY** as long as such use does not interfere with **GRANTEE's** use of the **PROPERTY** for the purposes provided for herein. **GRANTEE** shall have the right to eliminate any encroachments into the **PROPERTY** that interfere with **GRANTEE's** use of the **PROPERTY** as a Public Utility Easement.

Public Utility Easement

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

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

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

Public Utility Easement  
To be effective as of the date first stated above.

**GRANTOR:**

By: [Signature]  
Printed name: Marianne Moise  
Title: Heritage Valley POA President

**THE STATE OF TEXAS**

§  
§  
§

**COUNTY OF BURNET**

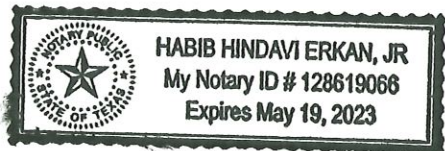
**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the 13 day of October, 2022.

(Personalized Seal)

[Signature]

Notary Public's Signature



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

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

**THE STATE OF TEXAS**

§  
§  
§

**COUNTY OF BURNET**

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

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the \_\_\_ day of \_\_\_\_\_, 2022.

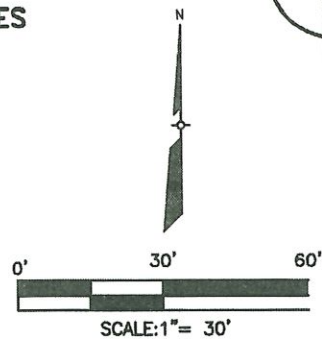
(Personalized Seal)

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



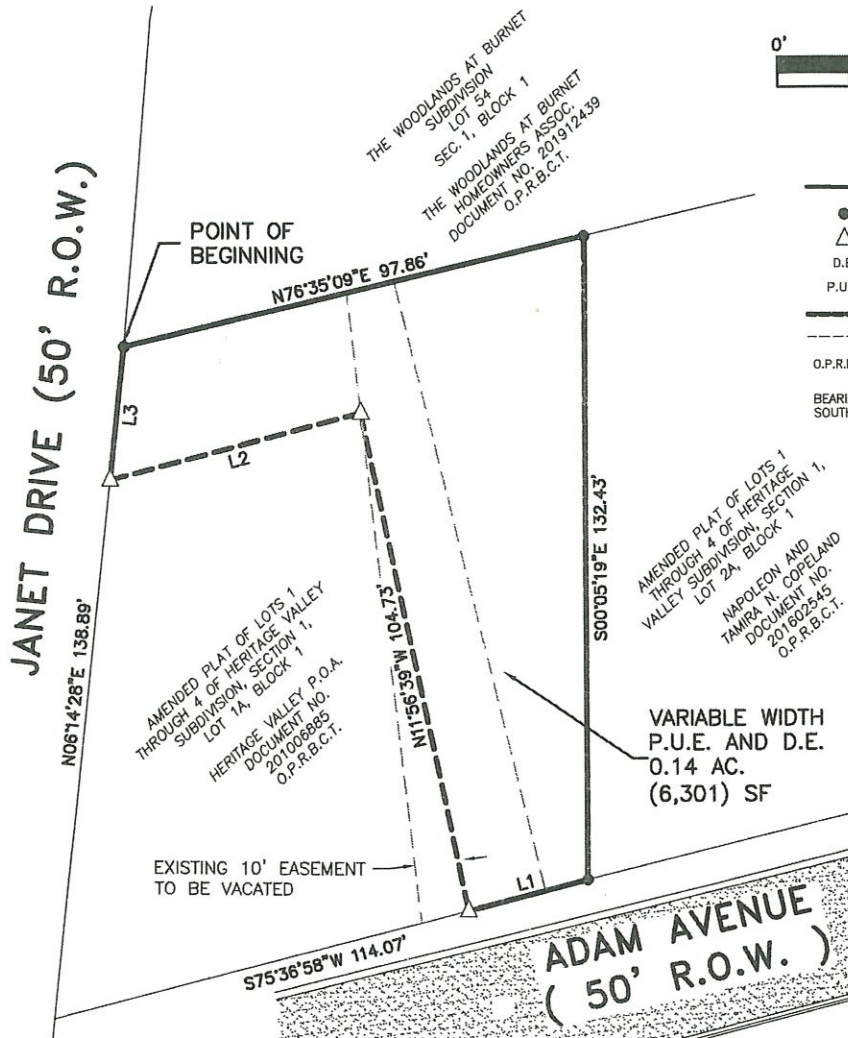
# SKETCH TO ACCOMPANY FIELD NOTES

BOUNDARY LINE TABLE		
LINE #	LENGTH	BEARING
L1	25.66'	S75°36'58"W
L2	53.56'	S75°24'14"W
L3	27.30'	N6°14'36"E



## LEGEND

- DENOTES 1/2" ST. SK. FND.
- △ DENOTES A CALCULATED POINT
- D.E. DRAINAGE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- PROPOSED EASEMENT
- - - EXISTING EASEMENT
- O.P.R.B.C.T. OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS.
- BEARING BASIS: TEXAS LAMBERT GRID, SOUTH CENTRAL ZONE, NAD 83



## LEGAL DESCRIPTION

BEING A 0.14 ACRE (6,301 SF) TRACT OF LAND, OUT OF LOT 1A, SECTION 1, BLOCK 1, OF THE AMENDED PLAT OF LOTS 1 THROUGH 4 OF HERITAGE VALLEY SUBDIVISION, SECTION 1, RECORDED IN DOCUMENT NO. 200705478 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, CONVEYED BY DEED WITHOUT WARRANTY TO HERITAGE VALLEY PROPERTY OWNERS ASSOCIATION, INC, RECORDED IN DOCUMENT NO. 201006885 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS.



GEORGE E. LUCAS  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4160  
CELCO SURVEYING, FIRM REGISTRATION NO. 10193975  
18018 OVERLOOK LOOP, SUITE 105  
SAN ANTONIO, TEXAS 78259  
OFFICE (512) 635-4857

05-20-2022  
DATE

FIELD NOTE DESCRIPTION FOR A 0.14 ACRE (6,301 SF) TRACT OF LAND, BURNET COUNTY, TEXAS:

BEING A 0.14 ACRE (6,301 SF) TRACT OF LAND, OUT OF LOT 1A, SECTION 1, BLOCK 1, OF THE AMENDED PLAT OF LOTS 1 THROUGH 4 OF HERITAGE VALLEY SUBDIVISION, SECTION 1, RECORDED IN DOCUMENT NO. 200705478 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, CONVEYED BY DEED WITHOUT WARRANTY TO HERITAGE VALLEY PROPERTY OWNERS ASSOCIATION, INC, RECORDED IN DOCUMENT No. 201006885 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2" iron rod found, lying in the east right-of-way line of Janet Drive, a public road, marking the southwest corner of Lot 54, Section 1, Block 1, of The Woodlands at Burnet Subdivision, recorded in Cabinet 2, Slide 81D of the Official Public Records of Burnet County, Texas, conveyed to The Woodlands At Burnet Homeowner's Association, recorded in Document No. 201912439 of the Official Public Records of Burnet County, Texas, and the northwest corner of said Lot 1A, for the northwest corner of this tract;

THENCE, North  $76^{\circ}35'09''$  East, a distance of 97.86 feet, along the north line of this tract, common with the north line of said Lot 1A and the south line of said Lot 54, to a 1/2" iron rod found, marking the northeast corner of this tract, common with the northeast corner of said Lot 1A and the northwest corner of Lot 2A, Section 1, Block 1 of said Amended Plat of Lots 1 Through 4 of Heritage Valley Subdivision, Section 1, conveyed by Warranty Deed to Napoleon and Tamira N. Copeland, recorded in Document No. 201602545 of the Official Public Records of Burnet County, Texas;

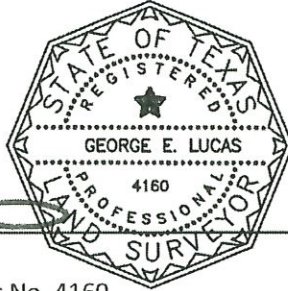
THENCE, South  $00^{\circ}05'19''$  East, along the east line of this tract, common with the west line of said Lot 2A, a distance of 132.43 feet, to a 1/2" iron rod found, lying in the north right-of-way line of Adam Avenue, a public road, marking the southwest corner of said Lot 2A, for the southeast corner of this tract;

THENCE, South  $75^{\circ}36'58''$  West, along the south line of this tract, common with said north right-of-way line of Adam Avenue and the south line of said Lot 1A, a distance of 25.66 feet, to a calculated point, marking the southwest corner of this tract;

Thence through and across said Lot 1A, the following two (2) courses and distances:

1. North  $11^{\circ}56'39''$  West, a distance of 104.73 feet, to a calculated point, for an interior corner of this tract, and;
2. South  $75^{\circ}24'14''$  West, a distance of 53.56 feet, to a calculated point, lying in said east right-of-way line of Janet Drive, for the west corner of this tract;

THENCE, North  $06^{\circ}14'36''$  East, along the west line of this tract, common with the east right-of-way line of said Janet Drive, a distance of 27.30 feet, to the POINT OF BEGINNING, containing 0.14 acres (6,301 SF) of land, more or less.



George E. Lucas

Registered Professional Land Surveyor No. 4160

Celco Surveying, Firm Registration No. 10193975

18018 Overlook Loop, Suite 105

San Antonio, Texas 78259

Date: May 20, 2022



## DRAINAGE AND EASEMENTS

BRIEF OVERVIEW



# WOODLANDS DRAINAGE

## Drainage Issues

- ▶ HIGH VOLUME OF WATER DRAINS TO POND
- ▶ 100 – YR STORM THERE IS 3,366 GALLONS PER MINUTE THAT CAN DRAIN TO AND FROM THAT POND
- ▶ EXISTING CHANNEL CONSTRICTS FLOW THUS OVERTOPPING ADAMS AVE. ITS SHAPE ALSO PROMOTES EROSION AND FLOODING OF THE PROPERTY TO THE EAST

45.57 ACRES  
DRAIN TO POND

ALL THIS AREA  
DRAINS TO THE  
POND

POND



## Drainage Area

All this drains to small pond

# WOODLANDS DRAINAGE

45.57 ACRES  
DRAIN TO POND

ALL THIS AREA  
DRAINS TO THE  
POND

POND

## Drainage Issues

45.5 ACRES OR 3,366  
GALLONS PER MINUTE  
FLOWING AT OVER 6 FEET PER  
SECOND



# WOODLANDS DRAINAGE

## Proposed Const.

- ▶ WORK TO BE DONE BY CITY STAFF
- ▶ DREDGE POND TO REMOVE SILT
- ▶ CREATE PROPER GRASSED SPILLWAY AT POND LEVEE
- ▶ CREATE PROPER CHANNEL SOUTH OF POND

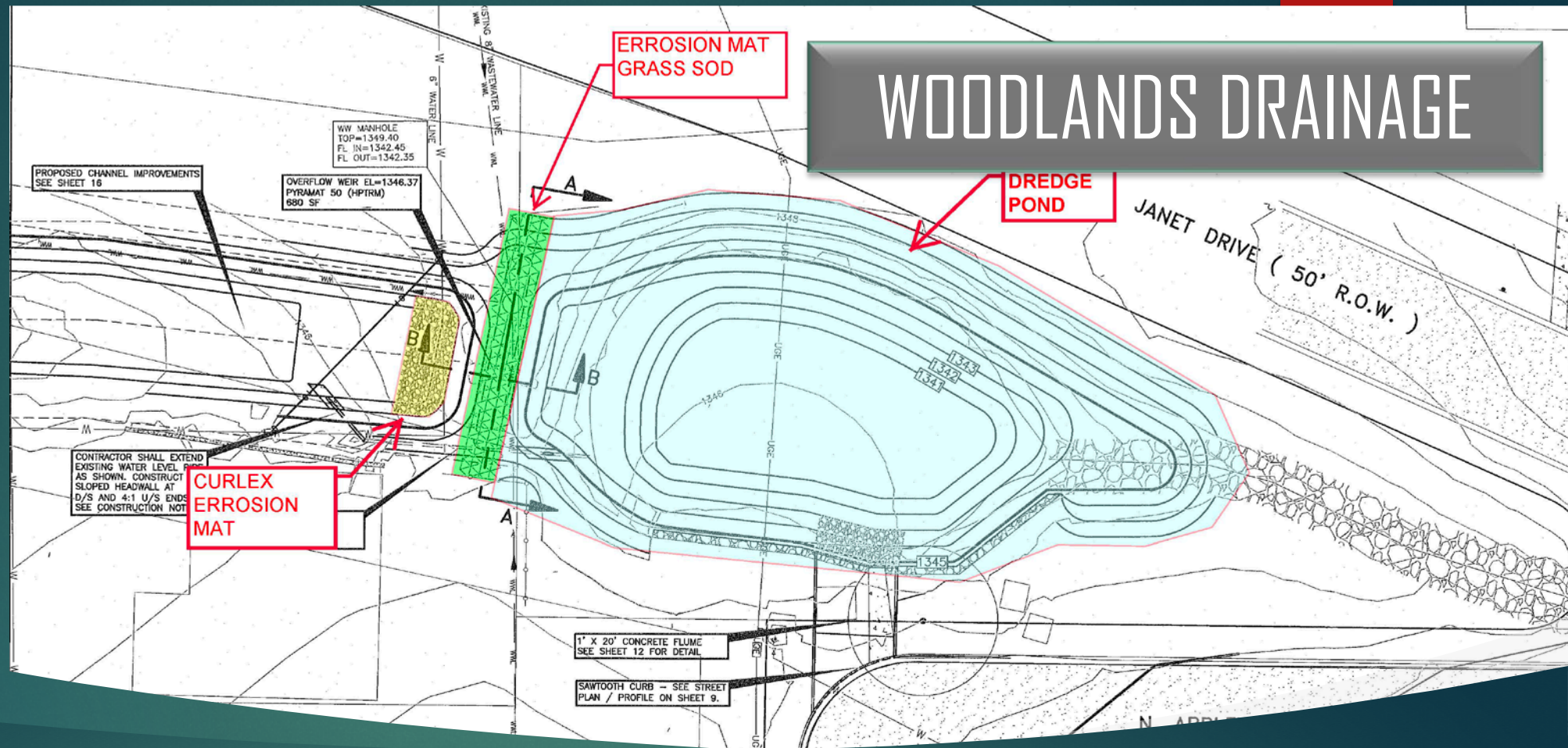
45.57 ACRES  
DRAIN TO POND

ALL THIS AREA  
DRAINS TO THE  
POND

POND



# WOODLANDS DRAINAGE



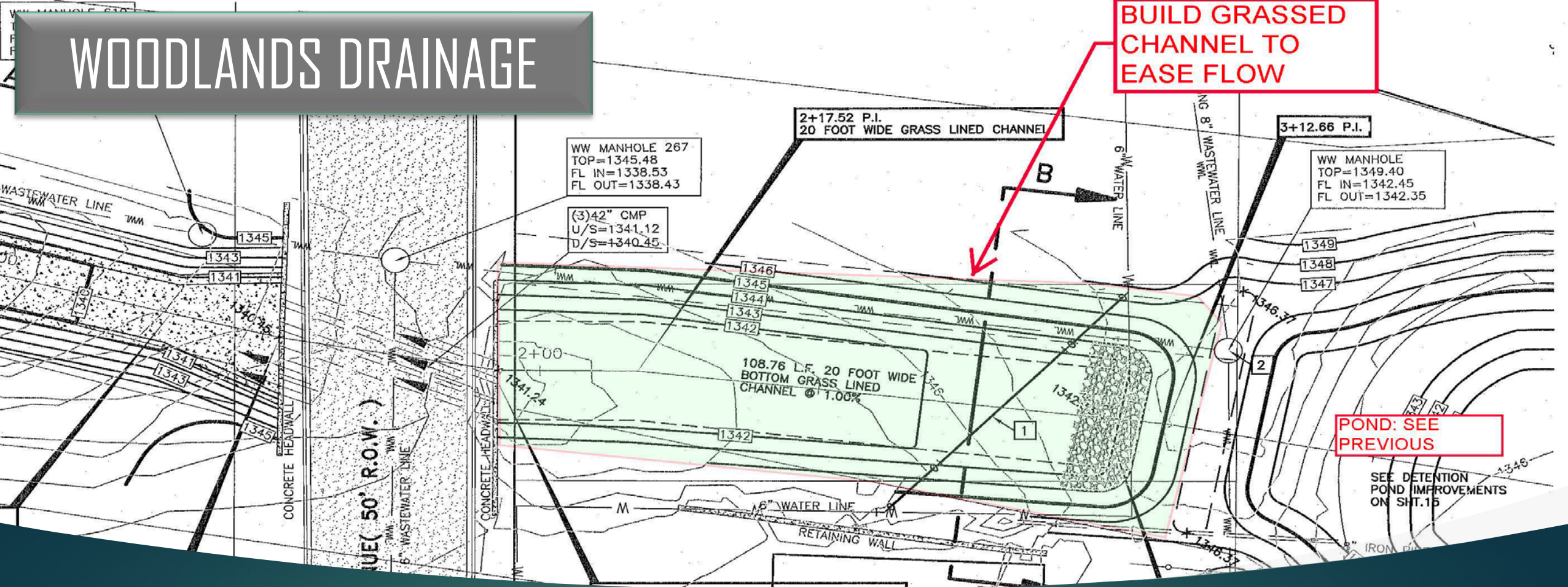
## Proposed Const.

NO CONCRETE NORTH OF ADAM ST. ALL GRASS

USE BIO-DEGRADABLE EROSION MAT UNTIL GRASS GROWS



# WOODLANDS DRAINAGE



## Proposed Const.

NO CONCRETE NORTH OF ADAM ST. ALL GRASS

USE BIO-DEGRADABLE EROSION MAT UNTIL GRASS GROWS





## NEED EASEMENT FOR IMPROVING CHANNEL

## EASEMENT FOR UTILITY AND ACCESS TO CHANNEL





# Questions & Answers

### SUMMARY

- WHEN IS ALL DONE IT WILL LOOK NATURAL GRASS CHANNEL
- OTHER EASEMENT WILL BE OBTAINED FROM ADJACENT HOME
- IT WILL IMPROVE DRAINAGE FLOW, REDUCE FLOODING, REDUCE EROSION



## Development Services

## ITEM 4.3

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

### Action Item.

**Meeting Date:** October 25, 2022

**Agenda Item:** Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET TEXAS, APPROVING A COST SHARING AGREEMENT WITH THE BURNET ECONOMIC DEVELOPMENT CORPORATION AND ACCEPTING A PROPOSAL FROM THE ENGINEERING FIRM 4 CUATRO CONSULTANTS LTD, TO DESIGN THE REALIGNMENT OF A SEGMENT OF THE PUBLIC ROAD KNOWN AS COKE STREET; AND PROVIDING AN EFFECTIVE DATE: H. Erkan

**Background:** The Burnet Economic Development Corporation (“BEDC”) recently acquired 1.67 acres of land for the expressed purpose of realigning Coke Street to intersect with Texas Highway 29 and Richard Sanders Parkway (the “Project”) and the Texas Department of Transportation has expressed its support to signalize the realigned intersection. The BEDC board of directors directed city staff to prepare a cost sharing agreement splitting Project Design Costs with the City. It is the board of directors’ preference to address the sharing of construction costs when the project engineer provides a construction cost estimate. The engineering firm, 4 Cuatro Consultants, LTD, has presented a proposal to design the Project.

**Information:** This resolution approves a cost sharing agreement splitting Project Design Costs with the BEDC equally. The resolution also authorizes the City Manager to enter into an agreement with the Engineering firm, 4 Cuatro Consultants, LTD, for consulting engineer services.

**Fiscal Impact:** This Project is budgeted as part in the Eastside Commercial Park Development Budget. 4 Cuatro Consultants, LTD’s, estimated fee is \$58,140.00. Pursuant to the terms of the cost sharing agreement, the City would be obliged to pay one-half of the fee amount.

**Recommendation:** Approve Resolution No. R2022-76 as presented.

## RESOLUTION NO. R2022-76

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET TEXAS, APPROVING A COST SHARING AGREEMENT WITH THE BURNET ECONOMIC DEVELOPMENT CORPORATION AND ACCEPTING A PROPOSAL FROM THE ENGINEERING FIRM 4 CUATRO CONSULTANTS, LTD, TO DESIGN THE REALIGNMENT OF A SEGMENT OF THE PUBLIC ROAD KNOWN AS COKE STREET; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Burnet Economic Development Corporation ("*BEDC*") recently acquired 1.67 acres of land for the expressed purpose of realigning Coke Street to intersect with Texas Highway 29 and Richard Sanders Parkway (the "*Project*"); and

**WHEREAS**, the Texas Department of Transportation has expressed support for the signalization of the intersection that would be created by the Project; and

**WHEREAS**, City Council finds that the Project is budgeted as part of the Eastside Commercial Park Development Budget and would benefit said Development; and

**WHEREAS**, City Council further finds that the Project will promote traffic safety by the creation of a signalized intersection for vehicles making left hand turns from Coke Street to Texas Highway 29 and from Texas Highway 29 to Coke Street; and

**WHEREAS**, the BEDC board of directors, at their October 19, 2022, meeting, directed city staff to finalize a cost sharing agreement for presentation to City Council splitting the Project Design Costs; and

**WHEREAS**, in providing such direction to staff, the BEDC board of directors, express their desire to defer a decision on splitting Project Construction Costs until such time as the project engineer provides a construction cost estimate; and

**WHEREAS**, 4 Cuatro Consultants, LTD, has presented a proposal to design the Project for an estimated fee of \$58,140.00; and

**WHEREAS**, City Council has reviewed the actions of the BEDC related to the Project, has considered, and evaluated that Project, and has found it meritorious of the City Council's authorization and approval; and

**WHEREAS**, City Council finds that the initiation of the Project may best be facilitated by entering into an agreement to share design costs as proposed by the BEDC board of directors; and

**WHEREAS**, City Council agrees with the BEDC board of directors, that any decision on sharing construction costs, should be deferred until such time as the project engineer presents an estimate of the Project's construction costs estimate; and



**WHEREAS**, City Council finds that 4 Cuatro Consultants, LTD, proposal, to be the project engineer, acceptable; and

**WHEREAS**, City Council finds that the meeting where this Resolution was considered was in full compliance with the notice and other requirements of the Texas Open Meetings Act and the Development Corporation Act of 1979, as codified in the Texas Local Government Code.

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

**Section one. Findings.** The recitals stated above are found to be true and correct and are made part of this Resolution for all purposes.

**Section two. Approval.** The Cost Sharing Agreement with the BEDC, as attached hereto as **Exhibit “A”**, is hereby approved.

**Section three. Approval.** The Revised Proposal for Engineering Services, as submitted on behalf of 4 Cuatro Consultants, LTD, and as attached hereto as **Exhibit “B”**, is hereby approved.

**Section four. Authorization.** The City Manager is hereby authorized to execute agreements in substantial form as **Exhibits “A”** and **“B”** on behalf of the City and execute such ancillary documents and take such additional actions as reasonably necessary to facilitate the purpose of this Resolution.

**Section five. Effective Date.** This Resolution shall be effective immediately upon approval and adoption.

Approved and adopted this 25<sup>th</sup> day of October 2022.

**CITY OF BURNET, TEXAS**

**APPROVED:**

---

Crista Goble Bromley, Mayor

**ATTEST:**

---

Kelly Dix, City Secretary

## **COST-SHARING AGREEMENT (COKE STREET REALIGNMENT)**

This COST-SHARING AGREEMENT (this “Agreement”) is entered into effective on the date of execution as indicated below, between, the City of Burnet, Texas a home rule municipality (“City”) and the Burnet Economic Development Corporation, a 4B Economic Development Corporation formed un the Texas Development Corporation Act of 1979, (“BEDC”). City and BEDC are sometimes referred to in this Agreement individually as a “Participant” and collectively as the “Participants”.

### **RECITALS:**

**WHEREAS**, the BEDC is the developer of that certain subdivision known as “*A Replat of Lot No. 7-C Eastside Commercial Park*”, consisting of approximately 21.374 acres and as recorded as Document No. 20192804 in the Public Records of Burnet County, Texas, (“*Eastside Commercial Park*”)

**WHEREAS**, the BEDC developed the Eastside Commercial Park to stimulate commercial and or industrial development in the City and has allocated funds for the Eastside Commercial Park Project; and

**WHEREAS**, the BEDC utilized some of the Eastside Commercial Park Project funds to purchase 1.67 acres of land as described in that Special Warranty Deed recorded as Document No. 202213312 in the Public Records of Burnet County (the “BEDC Land”); and

**WHEREAS**, the purchase of the BEDC Land was for the purpose of assisting in the development of the Eastside Commercial Park Project by the construction of the realignment of Coke Street at its intersection with Texas State Highway 29, and the installation of a traffic signal at the new intersection (the “the Coke Street Realignment Project”); and

**WHEREAS**, the BEDC’s Board of Directors, have found the Coke Street Realignment Project, to be a component of the Eastside Commercial Park Project and to be a Texas Local Government Code Chapter 501, Subchapter C project; and  
**WHEREAS**, City Council has found the Coke Street Realignment Project to provide a public benefit; and

**WHEREAS**, the Participants expenditures for the design of the Coke Street Realignment Project shall be from funds currently available from this fiscal year; and

**WHEREAS**, the Participants desire to enter into this Agreement to memorialize the sharing of costs for the design of the Coke Street Realignment Project.

## **AGREEMENT:**

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants set forth in this Agreement, for the benefits to be received by the Participants, the mutual promises herein expressed, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Participants agree as follows: The Participants rights and obligations under this Agreement are as follows:

### **ARTICLE ONE. THE PROJECT.**

- (A) *The Project.* The Project that is the subject of this Agreement is the Coke Street Realignment Project, which is a component of BEDC Eastside Commercial Park Project.
- (B) As described in The Participants' monetary obligations under this Agreement is limited to the design costs. The Project Design shall include the following:
  - (1) *The Realignment.* The Project shall be designed to cause the realignment of Coke Street at its intersection with Texas Highway 29 to the north and League Street to the South. The realigned Coke Street shall align with Richard Sanders Parkway and be designed to the standards for a public collector street as stated in the City Code.
  - (2) *Signalized Intersection.* The Project shall be designed to include the installation of a traffic signal at the new intersection of Coke Street and Richard Sanders Parkway with Texas Highway 29.
  - (3) *Vacation.* Upon completion of the Project, the old Coke Street segment, from League Street to Texas Highway 29, shall be vacated by the City and release in accordance with the requirements of state law.
- (D) *Connectivity.* The City shall have exclusive authority to enter into agreements with affected Property Owners regarding connection to the new Coke Street alignment.

### **ARTICLE TWO. PARTICIPANTS PAYMENT OBLIGATIONS.**

- (A) *Design Costs.* The Project shall be designed by the engineering firm, 4 Cuatro Consultants, LTD. The Participants shall share Design Costs equally. A copy of the engineering firm's proposal is attached hereto as **Exhibit "A"**.
- (B) *Construction Costs.* This Agreement does not create an obligation for the Participants to contribute payment to the Project's construction costs. Rather, after the Project Engineer prepares a construction cost estimate, the Participants may, but shall not be required to, enter into a separate agreement, or an amendment to this Agreement, addressing construction costs sharing.
- (C) *Coke Street Realignment Project Funds.* The BEDC has allocated sufficient funds for the Design Phase of this Project. The City's Finance Director shall be



authorized to release draws to the City upon the City Manager's presentation of a Civil Engineer Invoice for Payment, subject to the following:

- (1) Draws shall equal one/half of the Civil Engineer's Invoice amount; and
- (2) The City Manager shall make Project progress reports at the BEDC Board of Directors monthly meetings that shall include copies of paid invoices.

### **ARTICLE THREE. PROJECT MANAGEMENT.**

The Project shall be managed by the City.

### **ARTICLE FOUR. THE BEDC LAND.**

- (A) *Special Warranty Deed.* The BEDC Land is described in the Special Warranty Deed recorded as Document No. 202213312 in the Public Records of Burnet County, Texas.
- (B) *Right of Entry.* The BEDC conveys to the City Right of Entry over, under and upon the Land for itself and its officials, officers, employees, consultants, contractors, and subcontractors for any activity reasonably related to the completion of the design of the Project.
- (C) *Transfer of Interest.* Upon request by the City, the BEDC shall dedicate to the City all Rights-of-Way and Drainage Easements, or fee interest of same, as determined to be required by the Project Engineer. Additionally, upon request by the City, the BEDC shall cause title, possession, and/or use, of BEDC Land to be transferred to adjoining property owners, including the County, to the extent the City determines to be reasonably necessary to facilitate completion of the construction of the Project.
- (D) *Fiscal Responsibility.* The City shall assure that adequate insurance and bonds are procured by itself, and its consultants, contractors, and subcontractors, as the case may be, to protect the BEDC from exposure to liability for claims, of any nature, relating to the Project.

### **ARTICLE FIVE. DISPUTE RESOLUTION.**

Any disputes arising under this Agreement shall be resolved by the Burnet City Council, whose decision shall be final.

### **ARTICLE SIX. MISCELLANEOUS**

This Agreement shall be subject to the terms and conditions that follow:

- (A) *Additional Instruments.* The Participants agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement.
- (B) *Amendments.* This Agreement constitutes the entire understanding and agreement of the Participants as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in

writing and signed by the Participant or Participants sought to be charged or bound by the alteration or amendment.

- (C) *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to choose-of-law rules of any jurisdiction.
- (D) *Assignment.* This Agreement is unassignable.
- (E) *Binding Obligation.* This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. The BEDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (F) *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (G) *Construction.* The Participants acknowledge that the Participants and their counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Participant shall not be employed in the interpretation of the Agreement.
- (H) *Entire Agreement.* This Agreement constitutes the entire agreement between the Participants with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Participants that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement, as approved by the City Council.
- (I) *Exhibits Addenda, and Attachments.* All Exhibits, Addenda and Attachments referenced in this Agreement are attached hereto and incorporated herein for all purposes. Exhibits, and Addenda, to this Agreement include the following:  
**Exhibit "A"** Project Engineer's Proposal.
- (J) *Force Majeure.* It is expressly understood and agreed by the Participants to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, governmental action, delay in issuance of permits or approvals (including, without limitation, fire marshal approvals), enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the obligated Participant and delays caused by the other Participant, the Participant so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such Participant was delayed.
- (K) *Gender.* The gender of the wording throughout this Agreement shall always be interpreted to mean either sex; and, where the context requires, the plural of any word shall include the singular.
- (L) *Immunities and defenses.*

- (1) By entering into this Agreement, the Participants do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of Participants, and nothing contained herein shall ever be construed as a waiver of sovereign, statutory or official immunity by the City with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.
- (2) No employee of City, or any councilmember or agent of City, or member of the BEDC board of directors, shall be personally responsible for any liability arising under or growing out of this Agreement.
- (M) *Mutual Assistance.* City and BEDC will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.
- (N) *No Joint Venture.* Nothing contained in this Agreement is intended by the Participants to create a partnership or joint venture between the Participants and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Participant as an agent of the other for any purpose whatsoever. Except, as otherwise specifically provided herein, neither Participant shall in any way assume any of the liability of the other for acts of the other or obligations of the other.
- (O) *Notices.* Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, by messenger, by facsimile, or by reputable overnight carrier, and shall be deemed delivered when received at the addresses of the Participants set forth below, or at such other address furnished in writing to the other Participants thereto.

CITY:

City Manager  
City of Burnet  
P.O. Box 1369  
1001 Buchanan Drive, Suite 4  
Burnet, Texas 78611

BEDC:

BEDC Board President  
City of Burnet  
P.O. Box 1369  
1001 Buchanan Drive, Suite

4

Burnet, Texas 78611

- (P) *Recitals.* The above stated recitals are made part of this Agreement as if transcribed herein verbatim.
- (Q) *Severability.* In the event any provision of this Agreement is illegal, invalid, or unenforceable under the present or future laws, then, and in that event, it is the intention of the Participants hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Participants to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and



enforceability and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

- (S) *Sole Benefit.* This Agreement has been, and is, made solely for the benefit of the Participants and no other person or entity shall acquire or have any right under or by virtue of this Agreement.
- (T) *Survival of Covenants.* Any of the representations, warranties, covenants, and obligations of the Participants, as well as any rights and benefits of the Participants, pertaining to a period of time following the termination of this Agreement shall survive termination.
- (U) *Waiver.* The failure of any Participant to insist in any one or more instances on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

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

This Cost Sharing Agreement to be effective this \_\_\_\_ day of \_\_\_\_\_, 2022.

**City of Burnet**

**Burnet Economic Development  
Corporation**

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

By: \_\_\_\_\_  
Cary Johnson, President

**Attest:**

**Attest:**

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

\_\_\_\_\_  
Kelly Dix, Secretary to the Board of Directors



October 20, 2022

David Vaughn, City Manager  
City of Burnet  
PO Box 1369  
Burnet, TX 78611

**RE: COKE STREET IMPROVEMENTS:  
Final Plat, Construction Drawings, and Signal Drawings  
CITY OF BURNET, TEXAS**

**Subject: Proposal for Engineering Services- Revised**

Dear Mr. Vaughn:

Cuatro Consultants, Ltd. appreciates the opportunity to submit this proposal for providing basic engineering and surveying services to prepare a Final Plat and construction drawings for realigning the north segment of existing Coke Street to match the centerline of existing Richard Sanders Parkway at State Highway 29. The scope of work includes the reconstruction of Coke Street beginning at State Highway 29 and extending south to its present intersection with East League Street. The segment is approximately 350 feet long and includes a new segment of residential collector street at 30-foot face to face of curb tapering to a 36-foot wide section at the intersection. The work also includes closing or abandoning a segment of existing Coke Street between SH 29 and E. League Street.

This proposal includes preparing an application and supporting documents for a TxDOT driveway submittal including signalized intersection drawings and urban taper design or deceleration lane on the south side of SH 29 at the proposed intersection for approval by TXDOT. This will be a separate subset of construction drawings for the TXDOT right of way work. We include a public bid packet for this Project.

We include completing the topographic survey required to confirm the existing conditions and utility locations of the street segment and right of way.

Below is a summary of the various tasks to complete this engineering task.

**A. SCOPE OF SERVICES AND BUDGET**

**1. Topographic Survey (Task 1):**



- Complete a topographic survey of the street segment including developing a 1-foot contour elevation map, existing utilities, and water, wastewater, electrical, and telecommunication improvements. The survey will indicate existing driveways, services, signage, power poles and other existing design considerations and constraints. We will set 2 project benchmarks for vertical control.

**Budget for Task 1:**

**\$ 1,980.00**

**2. TxDOT Driveway Application(Task 2):**

- Driveway Application and various supporting documents including environmental clearance form, drainage calculations and certification, traffic control plan and schematic depicting proposed improvements with dimensions, construction details and notes.

**Budget for Task 2:**

**\$ 4,500.00**

**3. TxDOT Signalized Intersection Drawings(Task 3):**

- Prepare signalized intersection construction drawings a signalized intersection at State Highway 29 and Coke Street including various supporting documents including schematic of improvements, striping plan, electrical and control schematic and details, coordination with TxDOT, traffic control plan and related construction details and notes. This scope includes a general Traffic Control Plan for TxDOT approval. Contractor shall use this TCP or prepare specific TCP for approval by TxDOT. Our scope also includes a Demolition Plan and Construction Sequence for the work. Submit for review and approval by TxDOT.

**Budget for Task 3:**

**\$ 17,910.00**

**4. Construction Drawings for Coke Street (Task 4):**

- Construction drawings showing improvements to the land including the following support sheets:
  - Master Drainage Plan - Including all existing and proposed drainage flows and overall storm water management plan. *Note: This does not include water quality design or calculations.*
  - Utility Layout - Including location and size of water mains and fire hydrants, wastewater, electric, and telecommunication lines. Provide service line replacements for services along this reconstruction segment. Show manhole vertical grade adjustments.

- Erosion and Sedimentation Control Plan - Prepare Erosion Control Plan which shows existing and proposed contours, and the location, size, and type of temporary and permanent erosion control detailing onsite erosion control measures to be established and maintained during construction.
- Street Construction Drawings - Prepare plan and profile views of the proposed street segment, confirm final street base and pavement section from Geotechnical Report *provided by others*, proposed grading of right of way and connecting driveways, inlets and storm culverts as needed.
- Coordinate with City staff on the final alignment of the new street right of way of to minimize impact on existing infrastructure.

**Budget for Task 4:**

**\$31,500.00**

**5. Final Plat(Task 5):**

- Prepare a Final Plat and application and submit supporting documents for Final Plat to the City of Burnet for review and approval. Address review comments and provide signed copies for recording of same. Set or find all property corners depicted on Final Plat.

**Budget for Task 5:**

**\$ 2,250.00**

**6. Construction Administrator/Contractor Phase (Task 6):**

- Construction administrated including response to RFI during bidding process and a 30 amp percent day contractor. Observation, conduct periodic observations to confirm work progress, conduct final walkthrough City of Burnet and develop punch list for Project, issue letter of concurrence, record drawings from City markup, and submit closeout documents as required by the City.

**Budget for Task 6:**

**\$2,970.00**

**Clarifications of Scope:**

1. Fees - Our scope **does not** include payment of any and all development or review fees.
2. Copies to City - Multiple plan sets for City submittals. These will be invoiced based on in-house printing.

3. Complete Scope - Our Cost is developed for a complete scope. If certain elements are deleted from our scope, we reserve the right to renegotiate our pricing.
4. Compensation for Additional Services - If the Owner and Cuatro Consultants, Ltd. agree that additional services are required, then the Owner shall compensate Cuatro per the Standard Rate Schedule set forth in Attachment I.

## **B. PERFORMANCE SCHEDULE AND PAYMENT**

We will pursue the work diligently and perform timely upon authorization to proceed. In our opinion, the design work will require approximately 105 calendar days to complete for the first submittal to TxDOT and the City of Burnet. Then approximately 60 days are required for initial review and update filing(s), prior to obtaining approval. We will invoice monthly, by the 25<sup>th</sup>, on a percent complete basis.

## **C. TERMINATION/OWNERSHIP OF DOCUMENTS**

Either party may terminate this Agreement upon giving written notice to the other party at least thirty (30) days prior to the date of termination. In the event of termination, the Engineer shall deliver to the Client one reproducible copy and one electronic data file of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, etc., prepared by the Engineer under this Agreement. The Engineer shall be entitled to receive just and equitable compensation for any work satisfactorily completed in accordance with the provisions of this Agreement prior to termination.

If the Engineer has completed the Construction Phase prior to termination, Engineer will be entitled to the fee stipulated under the Agreement for such completed phases.

All original documents, including plans, exhibits, and reports, shall remain the property of the Engineer, but copies thereof shall be furnished to Client and may be used by Client in connection with the Project provided that the Engineer has been paid for original documents, plans, specification, exhibits and reports in accordance with the terms of this Agreement.

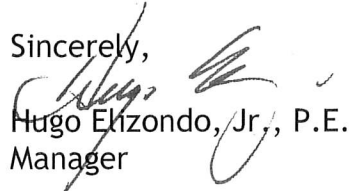
## **D. LIMITATION OF LIABILITY**

In recognition of the relative risks, rewards, and benefits of the project to both the Client and Cuatro Consultants, Ltd, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Cuatro Consultants' total liability to the Client for any and all errors, omissions, or other act that causes liability in the performance of professional services arising out of this agreement, shall not exceed \$1,000,000.00.



Please review and advise if you have any questions. We will be glad to meet with you to discuss the matter. If satisfactory, please acknowledge acceptance by signing below.

Sincerely,

  
Hugo Elizondo, Jr., P.E.  
Manager

Accepted By: City of Burnet

---

David Vaughn, City Manager

Date

**STANDARD RATE SCHEDULE**

The following are Cuatro Consultants, Ltd. rates for work performed on an hourly-charge basis.

Rates include company overhead and profit for services accomplished during regular working hours.

**1. DIRECT LABOR**

- OFFICE PERSONNEL SERVICES**

<u>Classification</u>	<u>Rates</u>
Principal.....	\$ 225.00 per hour
Senior Project Manager.....	\$ 198.00 per hour
Project Manager.....	\$ 180.00 per hour
Project Engineer IV.....	\$ 171.00 per hour
Project Engineer III .....	\$ 162.00 per hour
Project Engineer II.....	\$ 153.00 per hour
Project Engineer I.....	\$ 144.00 per hour
Construction Coordinator/Inspector .....	\$ 135.00 per hour
CADD Manager .....	\$ 135.00 per hour
Senior Designer / Lead .....	\$ 126.00 per hour
CADD Technician .....	\$ 117.00 per hour
CADD Designer .....	\$ 108.00 per hour
CADD Draftsman.....	\$ 99.00 per hour
Executive Assistant .....	\$ 99.00 per hour
Administrative Assistant.....	\$ 72.00 per hour

- FIELD PARTY SERVICES**

	<u>Rates</u>
1-Man Field Party .....	\$ 126.00 per hour
2-Man Field Party .....	\$ 153.00 per hour

**2. DIRECT EXPENSES****Transportation**

By Firm's Passenger Vehicles (Note 1) .....	\$ 0.62 per mile
Subsistence of out-of-city work .....	\$ Direct Expenses

**Note:**

A mileage charge will be billed from and to the meeting site from our Kyle office location.



# COKE STREET REALIGNMENT PROJECT

CITY COUNCIL REGULAR SESSION  
OCTOBER 25, 2022

ITEM 4.3



# The realignment

Coke Street would be realigned to intersect with Richard Sanders Parkway

TXDOT has expressed support to put a traffic signal at the new intersection

The old segment of Coke Street would be abandoned and abutting properties would be connected to new Coke Street



# The Cost Sharing Agreement

- ▶ The BEDC proposes to share design costs with the City
- ▶ The Agreement provides:
  - The BEDC will dedicate the triangle tract as necessary to accommodate the new Coke Street and connection to abutting properties;
  - The City would manage the project
  - Design costs would be split equally
  - Action on sharing construction costs will be deferred until the project engineer provides a construction cost estimate

# Project Engineer

- ▶ The engineering firm 4 Cuatro Consultants, LTD, has presented a proposal to design the Project for an estimated fee of \$58,140.00
- ▶ Once the project engineer provides a construction cost estimate the BEDC and City can negotiate costs sharing of construction costs.



# The Resolution

## The Resolution

Approves the Cost Sharing Agreement and

Approves the proposal by 4 Cuatro Consultants,  
LTD

The costs for this phase of the Project is budgeted as part  
of the Eastside Commercial Project budget

# Thank You!

- ▶ Questions may be answered after public comments



## Airport

### ITEM 4.4

Adrienne Feild  
Admin Services/Airport Manager  
512.715.3214  
afeild@cityofburnet.com

### Agenda Item Brief

<b>Meeting Date:</b>	October 25, 2022
<b>Agenda Item:</b>	Discuss and consider action A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING THE FIRST AMENDMENT TO AN INTERIM CONTRACT FOR FIXED BASE OPERATION SERVICES FOR THE BURNET MUNICIPAL AIRPORT: A.Feild
<b>Background:</b>	<p>As the result of the Faulkner's retirement, City Council on June 14<sup>th</sup> of this year, authorized an interim fixed base operation contract with Crosby Flying Services LLC. It was, and is, the intent of both parties to ultimately enter into a longer-term contract. Unfortunately, due to delay in finalizing the airport minimum standards, that must be adopted before entering into the longer-term contract, an extension of the interim contract is necessary.</p>
<b>Information:</b>	<p>This resolution authorizes the extension of the Interim Fixed Base Operator Contract until the last day of February 2023. This should provide sufficient time to finalize the minimum standards as well as the longer-term contract for presentation to City Council</p> <p>In addition, this resolution authorizes the City Manager to exercise the City's early termination rights without further City Council approval.</p>
<b>Fiscal Impact:</b>	Approval of this resolution will have a financial impact not to exceed \$72,000 (\$18,000/month for up to four months) to be expensed out of the Airport Fund
<b>Recommendation:</b>	Approve and adopt Resolution R2022-77 as presented.



## **RESOLUTION NO. R2022-77**

### **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING A FIRST AMENDMENT TO AN INTERIM CONTRACT FOR FIXED BASE OPERATION SERVICES FOR THE BURNET MUNICIPAL AIRPORT.**

**WHEREAS**, pursuant to a resolution adopted by City Council on June 14, 2022, the City and Crosby Flying Services LLC, entered into an interim Fixed Base Operator Contract and

**WHEREAS**, City Council wish to extend the term of the interim contract to provide the City Manager with additional time to negotiate a longer-term contract with Crosby Flying Services LLC.

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

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

**Section two. Approval.** The First Amendment to the Fixed Base Operator Contract with Crosby Flying Services LLC is attached hereto is hereby approved.

**Section three. Delegation of Authority.** The City Manager is hereby authorized and directed to execute, on behalf of the City, an amendment agreement in substantial form as the attachment hereto and take such further actions and execute such ancillary documents as may reasonably be necessary to facilitate the purpose of this resolution. Further, the City Manager is authorized, without further action by City Council, to terminate the Fixed Base Operator Contract pursuant to Article I Section (c) therein upon his determination that such termination is in the best interest of the City.

**Section four. Open Meetings.** It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act,

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

**PASSED AND APPROVED** this the 25<sup>th</sup> day of October 2022.

**CITY OF BURNET, TEXAS**

---

Crista Goble Bromley, Mayor

**ATTEST:**

---

Kelly Dix, City Secretary

## FIRST AMENDMENT TO FIXED BASE OPERATOR CONTRACT

STATE OF TEXAS           §  
                                     §       **KNOW ALL PERSONS BY THESE PRESENTS:**  
COUNTY OF BURNET     §

**THIS FIRST AMENDMENT TO FIXED BASE OPERATOR CONTRACT** (this "*Amendment*") is entered into by and between City of Burnet, a Texas home rule municipality ("City"), and Crosby Flying Services LLC, a Texas limited liability company, ("FBO"), who may be individually referred to herein as "Party" or collectively as "Parties".

### RECITALS

**WHEREAS**, the City and FBO entered into that certain Fixed Base Operators Contract (the "*Contract*") to be effective on June 22, 2022;

**WHEREAS**, the parties' purpose in entering into the Contract was to set out the terms and conditions by which FBO would provide Fixed Base Operator's services at Burnet Municipal Airport on an interim bases to allow the parties time to negotiate a long term contract;

**WHEREAS**, the Contract expires on the last day of October; and

**WHEREAS**, the parties enter into this Amendment, to extend the term of the Contract to provide additional time to negotiation a longer-term contract.

### AGREEMENT

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

- (I)     **Amendment.** The paragraph on the first page of the Agreement entitled "TERM" is hereby amended to read as follows:

This Contract shall be effective as of the first day of July 2022 (the "Effective Date") and shall end on the last day of February 2023. Such term may be renewed with the mutual consent of the Parties.

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

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



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

This First Amendment to be effective as of the latter date signed below.

CITY OF BURNET, TEXAS

CROSBY FLYING SERVICES LLC

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

\_\_\_\_\_  
Coley Means, Manager  
Date:

ATTEST

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

**A RESOLUTION BY THE CITY COUNCIL OF THE  
CITY OF BURNET, TEXAS APPROVING THE  
FIRST AMENDMENT TO AN INTERIM  
CONTRACT FOR FIXED BASE OPERATION  
SERVICES FOR THE BURNET MUNICIPAL  
AIRPORT**

# Background



Faulkner's Air Shop gave notice of retirement as the Fixed Based Operator in February 2022.



City Council authorized publication of Request for Proposals for Fixed Based Operator Services in February 2022.



City Council authorized interim Fixed Based Operator contract with Crosby Flying Services LLC in June 2022.



Delay in finalization of the Airport Minimum Standards.




# Information



Extension of the Interim Fixed Base Operator contract till February 28, 2023



Financial impact not to exceed \$72,000 (\$18,000/month for up to four months) to be expensed out of the Airport Fund



Questions/Comments



## Development Services

## ITEM 4.5

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

### Action

**Meeting Date:** October 25, 2022

**Agenda Item:** Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AMENDING CODE OF ORDINANCES CHAPTER 118 (ENTITLED "ZONING") BY ADDING A NEW SECTION 118-9 ESTABLISHING A PROCESS TO CHANGE ZONING CLASSIFICATION AND ZONING CLASSIFICATION RULES; PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: H. Erkan, Jr.

**Background:** The Texas Supreme Court opined in 1938 the state's police powers included the power to place zoning restrictions on real property. The Texas legislature delegated this authority to the City by the adoption of Texas Local Government Code Chapter 211. While that Chapter prescribes notice, hearing and other requirements relating to the imposition of, and amendment to zoning regulations and zoning district classifications the application of some aspects of those rules is subject to interpretation.

**Information:** This ordinance is proposed to codify longstanding practices, clarifies code ambiguities; and provides greater flexibility as city council addresses future development of the city.

There have been no changes to Ordinance 2022-44 since the first reading on September 27, 2022.

**Fiscal Impact:** Passage of this ordinance will cause no fiscal impact.

**Recommendation:** Approve and adopt Ordinance No. 2022-44 as presented.



## **ORDINANCE NO. 2022-44**

**AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AMENDING CODE OF ORDINANCES CHAPTER 118 (ENTITLED “ZONING”) BY ADDING A NEW SECTION A NEW SECTION 118-9 ESTABLISHING A PROCESS TO CHANGE ZONING CLASSIFICATION AND ZONING CLASSIFICATION RULES; PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to the authority provided by Texas Local Government Code Chapter 211 City Council has established zoning district classifications and have designated the land within the City’s corporate limits in said zoning districts; and

**WHEREAS**, City Council has codified Chapter 118 of the City Code of Ordinances to govern the City’s zoning authority; and

**WHEREAS**, Texas Local Government Code Chapter 211, prescribes the notice and hearing requirements by which an amendment to the Code changes zoning classification or zoning classification rules; and

**WHEREAS**, the purpose of this ordinance is to prescribe processes for consideration of said proposed amendment by City Council and the Planning and Zoning Commission in a manner consistent with Texas Local Government Code Chapter 211 requirements; and

**WHEREAS**, City Council deems this ordinance to be of benefit to the general welfare, health and safety of the public as it codifies longstanding practices, clarifies code ambiguities; and provides greater flexibility to address future development of the City; and

**WHEREAS**, City Council, finds, determines, and declares that publication of notice of this Ordinance, as required by Section 3.14 of the City Charter and the laws of the State of Texas, was made by the City Secretary within the period prescribed by Section 3.14; and.

**WHEREAS**, City Council, finds, determines, and declares that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given as required by Chapter 551 of the Texas Government Code.

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

**Section one. Code amendment.** City Code Chapter 118 (entitled “*zoning*”), is hereby amended by the adoption of a new Section 118-9 (entitled “*process to change zoning classification and zoning classification rules*”) to read as follows:

**Section 118-9 Process to change zoning classification and zoning classification rules.**

- (a) *Authority.* City Council may change a zoning classification of a district, or a property or properties, or change the rules governing a zoning classification, as provide in Chapter 211 of the Texas Local Government Code.
- (b) *Initiation.*
  - (1) A change of zoning classification may be initiated by:
    - (A) City Council; or
    - (B) by direction of the City Manager; or
    - (C) an owner of the property or properties that is the subject of the reclassification by submission of written application and payment of all applicable fees.
  - (2) A change to the rules affecting a zoning classification may be initiated by:
    - (A) by direction of City Council; or
    - (B) by direction of the City Manager.
- (c) *Prerequisites.* A change to zoning classification, or a change to the rules governing a zoning classification, shall be adopted by Ordinance. City Council's action to adopt such Ordinance shall be subject to the following:
  - (1) compliance with the notice and public hearing requirements required by state law and this chapter; and
  - (2) City Council's receipt of the Planning and Zoning Commission's report on the merits of the proposed Ordinance; and
  - (3) if applicable, the Planning and Zoning Commission and City Council's receipt of written responses to any notices mailed to property owners; and
  - (4) public hearing testimony and comments; and
  - (5) other factors City Council determines to be relevant.
- (d) *Planning and Zoning Commission Report.*
  - (1) After conducting a public hearing and receiving information from city staff, the Planning and Zoning Commission shall deliberate and make a report to City Council on the merits of the proposed Ordinance reclassifying a district, property, or properties, or changing the rules governing zoning classifications.

- (2) The report may be made by recommendation of approval or disapproval of the proposed Ordinance. In the event the Planning and Zoning Commission fail to act to recommend approval of the proposed Ordinance, for any reason, it shall be reported to City Council that the Planning and Zoning Commission failed to approve the proposed Ordinance; and, City Council may proceed with its public hearing on the matter.
  - (3) If the Planning and Zoning Commission determines additional information is required, action on the Report may be tabled until its next meeting; but failure to act at that meeting shall constitute a report that the Planning and Zoning Commission failed to recommend approval of the proposed Ordinance; and, City Council may proceed with its public hearing on the matter.
- (e) *Presentation of the Planning and Zoning Commission Report to City Council.* At the meeting City Council conducts a public hearing on the merits of the proposed Ordinance, city staff shall advise City Council of the Planning and Zoning Commission's report as follows:
  - (1) should the report consist of specific recommendations regarding the merits of the proposed Ordinance, City staff shall report such recommendations; or
  - (2) should the report consist only of a recommendation to approval or disapproval of the proposed Ordinance, city staff shall report the vote of the Planning and Zoning Commission's members on the motion recommending approve or disapprove; or
  - (3) should the report consist only of the failure of the Planning or Zoning Commission to take action to recommend either approval or disapproval of the proposed Ordinance; city staff shall report the basis of such failure.
- (f) *City Council Final Action on Change of Zoning Classification.* In consideration of an Ordinance changing the zoning classification of a property, or properties, City Council may adopt the Ordinance, deny the Ordinance, or modify the Ordinance to approve a change of zoning classification different than the change proposed, including the issuance of a conditional use permit allowing a specific use the property sought by an application; provided the modification to the proposed Ordinance:
  - (1) does not downzone the property, or properties, to a use classification less intense than the existing use classification; or
  - (2) does not upzone the property, or properties, to a use classification more intense than the proposed use classification.

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

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

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

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

**Section six. Severability.** If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Ordinance would have been enacted without such invalid provision.

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

Passed on first reading on the 27<sup>th</sup> day of September, 2022

Passed, approved, and adopted on the 25<sup>th</sup> day of October, 2022

**CITY OF BURNET**

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

**ATTEST:**

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





## Administration

## ITEM 4.6

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

### Agenda Item Brief

**Meeting Date:** October 25, 2022

**Agenda Item:** Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AMENDING THE CODE OF ORDINANCES; BY MAKING NUMEROUS AMENDMENTS TO CHAPTER 18 (ENTITLED "AVIATION") INCLUDING AUTHORIZING THE ADOPTION OF AIRPORT STANDARDS AND OPERATING POLICY BY RESOLUTION; PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, CORRELATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: H. Erkan

**Background:** City Council tasked staff to make comprehensive revision to City Code Chapter 18, Articles I, II and III for, among other purposes, address the engagement of a new FBO. To that end, City Council authorized the engagement of KSA Engineering to assist with the revision. On July 26, 2022, City Council approved the first component of the revisions (the "*fee schedule*"). Upon recommendation of the consultant the ordinance before City Council amends Chapter 18 to allow the adoption of the "*Airport Standards and Operating Policy for Burnet Municipal Airport/Kate Craddock Field*" by resolution. Revisions in this Ordinance also acknowledges the termination of the joint airport zoning board.

**Information:** This ordinance was presented to the Airport Advisory Board on October 21, 2022 to receive their recommendation to Council.

**Fiscal Impact** This ordinance should have no direct impact on the budget.

**Recommendation:** Approve the first reading of Ordinance No. 2022-45 as presented.

**ORDINANCE NO. 2022-45**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AMENDING THE CODE OF ORDINANCES; BY MAKING NUMEROUS AMENDMENTS TO CHAPTER 18 (ENTITLED "AVIATION") INCLUDING AUTHORIZING THE ADOPTION OF AIRPORT STANDARDS AND OPERATING POLICY BY RESOLUTION; PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, CORRELATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, City Council tasks staff to make comprehensive revision to City Code Chapter 18, Articles I and II to update the minimum standards for operators at the airport; and

**WHEREAS**, City Council authorized the engagement of KSA Engineering to assist with the revision; and

**WHEREAS**, City Council adopted the new fee schedule on July 26, 2022; and

**WHEREAS**, upon recommendation of the City's consultant, this Ordinance amends Chapter 18 to authorize the adoption of the minimum standards by separate resolution, or ordinance, as a standalone document; and

**WHEREAS**, this Ordinance removes reference to the joint airport zoning board as the term of that board expired; and makes minor non-substantive amendments to Articles I, II, and IV eliminate duplicate provisions and for recodification purposes; and,

**WHEREAS**, these amendments were presented to the Airport Advisory Board on October 21, 2022 for recommendation; and

**WHEREAS**, City Council, finds, determines, and declares that publication of notice of this Ordinance, as required by Section 3.14 of the City Charter and the laws of the State of Texas, was made by the City Secretary within the period prescribed by Section 3.14; and

**WHEREAS**, City Council, finds, determines, and declares that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given as required by Chapter 551 of the Texas Government Code.

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

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

**Section two. Amendment.** The Code of Ordinances, Chapter 18 (entitled "*aviation*") is hereby amended by replacing the existing language with the language set out in **Exhibit "A"** hereto, which is incorporated in this Ordinance for all purposes as if written herein word for word.

**Section three. Penalty.** A violation of Chapter 18 as adopted by this ordinance is unlawful and subject to the penalties prescribed in City Code Section 1-6.

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

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

**Section six. Severability.** If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Ordinance would have been enacted without such invalid provision.

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

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

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

Passed and approved on first reading on the 25<sup>th</sup> day of October 2022

Passed, approved and adopted on the 8<sup>th</sup> day of November 2022

**CITY OF BURNET**

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

**ATTEST:**

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

The remainder of this page intentionally blank and **Exhibit "A"** follows.



**Exhibit “A” to Ordinance No.  
Chapter 18 AVIATION**

ARTICLE I. GENERAL PROVISIONS

**Sec. 18-1. Short title.** The chapter may be referred as the Aviation Rules.

**Sec. 18-2. Scope.** To the extent allowed under federal and state law this chapter regulates all aspects of aviation activities within the jurisdictional limits of the City.

**Sec. 18-3. Joint airport zoning board.** The term of the joint airport zoning board expired pursuant to the terms of Ordinance No. 2006-21 passed and approved by City Council on August 22, 2006.

**Sec. 18-4. Airport advisory board.** There is hereby established an airport advisory board.

- (a) *Name.* The Burnet Municipal Airport Advisory Board.
- (b) *Scope.* The purpose of the board is to provide advice and recommendations to city council related to the operation and development of the airport and the formulation of policy related to such operations and development.
- (c) *Composition.* There shall be five (5) regular voting members. Two (2) Ex Officio members shall also serve who shall be selected either from the City Council, City Staff or the Field Based Operator.
- (d) *Chairperson.* At the first meeting each year, the board shall elect a member who shall serve as chairperson for the calendar year so elected. There is no restriction on the number of terms a member may serve as chairperson.
- (e) *Administration.* The board may adopt such operational rules and appoint such other officers as may be deemed reasonably necessary for the effective and efficient operations of the board.

**Sec. 18-5. Enforcement.** This chapter may be enforced by criminal penalty or civil action as prescribed in City Code Sec. 1-6(a)

**Sec. 18-5. Definitions.** The definitions stated in City Code Sec. 1-2 are incorporated herein. In addition, in the application of this chapter the words in italics (*italics*) shall have the meanings that follow:

*Advisory Board* means the Burnet Municipal Airport Advisory Board.

*Administrative Agency* means the appropriate person or office of a political

subdivision which is responsible for the administration and enforcement of the regulations prescribed herein. In appropriate context the term refers to City, the State, FAA, local and State fire marshals, and such unnamed political subdivisions that may have authority over certain aspects of operation and management of the Airport.

*Administrator* means the City Manager; or such person as the City Manager may designate to assume administration of (i) this Chapter, (ii) components hereof, or (iii) policies adopted pursuant to Division II herein.

*Aeronautical Activity* means any activity or service commonly conducted at airports that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of Aircraft.

*Aeronautical Service* means any Aeronautical Activity provided by an Entity under an Airport lease, sublease, license, permit, or Agreement authorizing the provision of such service.

*Agreement* means a written contract between the City and another party stating the terms and conditions by which said party may engage in Aeronautical Activity or Service.

*Aircraft* means any contrivance now known or hereafter invented which is used or designed for navigation of or flight in air, except a parachute or other contrivance designed for such navigation but used primarily as safety equipment. This includes, but is not limited to, airplanes, airships, balloons, dirigibles, rockets, helicopters, gliders, gyrocopters, ground-effect machines, sailplanes, amphibians, and seaplanes.

*Aircraft Maintenance* means the repair, adjustment, maintenance, alteration, preservation, and/or inspection of Aircraft airframe or powerplant, including the replacement of parts. Major repairs include major alterations to the airframe, powerplant, or propeller. Minor repairs include normal, routine annual inspection, calibration, or adjustment of Aircraft airframe or powerplant and associated accessories. Preventive maintenance means simple or minor preservation operations and the replacement of small standard parts not involving complex assembly operations.

*Aircraft Operator* means a person who uses, causes to be used, or authorizes to be used an Aircraft, with or without the right of legal control (as owner, Operator, or otherwise), for the purpose of air navigation including the piloting of Aircraft, or on any part of the surface of the Airport.

*Airframe and Powerplant Mechanic* means a person, certificated by the FAA, that performs and/or supervises the maintenance, preventive maintenance or alteration of an Aircraft or appliance, or a part thereof, for which he/she is rated,

and may perform additional duties in accordance with certain Regulatory Measures.

*Airport* means the Burnet Municipal Airport, Kate Craddock Field, Burnet, Texas; including the ultimate development of that facility.

*Airport Elevation* means the established elevation of the highest point on the runway either existing or planned, at the airport measured in feet above mean sea level (MSL). The airport elevation of the Burnet Municipal Airport, Kate Craddock Field Airport is 1284.1 feet above mean sea level (MSL).

*Airport Hazard* means any structure, tree, or use of land which obstructs the airspace required for the flight of aircraft or obstructs or interferes with the control, tracking, and/or data acquisition in the landing, takeoff, or flight at an airport or any installation or facility relating to flight, tracking, and/or data acquisition of the flight craft; is hazardous to, interferes with, or obstructs such landing, takeoff, or flight of aircraft; or is hazardous to or interferes with tracking and/or data acquisition pertaining to flight and flight vehicles.

*Airport Layout Plan (ALP)* means the version of a drawing, most currently approved by TxDOT Aviation, and depicting the physical layout of the Airport and identifying the location and configuration of current and proposed runways, taxiways, buildings, roadways, utilities, nav aids, and related structures, facilities, and improvements.

*Airport Operations Area (AOA)* means a restricted area of the Airport, either fenced or posted, where Aircraft are parked or operated, or operations not open to the public are conducted. Areas include, but are not limited to, the Aircraft Ramps and Aprons, hangar areas, taxiways, runways, safety areas, and contiguous areas delineated for the protection and security of the Airport.

*Approach surface* means a surface longitudinally centered on the extended runway centerline, extending outward and upward from each end of the primary surface and at the same slope as the approach zone height limitation slope set forth in section 18-105 of these regulations. In plan view, the perimeter of the approach surface coincides with the perimeter of the approach zone.

*Approach, Conical, Horizontal and Transitional Zones* means these zones are set forth in section 18-104 of this Chapter.

*Board of Adjustment* means the board appointed by City Council pursuant to Texas Local Government Code Section 211.008

*City* means the City of Burnet, Burnet County, Texas.

*City Council* means the elected governing body of the City.

*City Manager* means the person City Council appoints to serve such role.

*Conical Surface* means a surface extending outward and upward from the periphery of the horizontal surface at a slope of 20 feet horizontally for each one foot vertically for a horizontal distance of 4,000 feet.

*Commercial Operator* means an Entity whose intended airport operations purpose is primarily for securing revenue, earnings, income, and/or compensation (including exchange for service), and/or profit, whether or not such objectives are accomplished. An Entity who exchanges, trades, buys, hire, provide, or sells commodities, goods, services, or property on the Airport is included in the meaning of Commercial Operator.

*Compliance*, the term *Compliance* is applicable to all Operators and means the abidance to all laws, rules, regulations, guidelines, terms, and conditions of all Administrative Entities, in regard to the use and storage of pesticides, or other dangerous chemicals, the storage and dispensing of aircraft fuel, the storage, dispensing, and disposal of engine oil, the maintenance and upkeep of the airport facilities, the operation of the Operator's business, and the general safety and operation of the Airport.

*Costs* means the City's actual acquisition costs for AvGas and jet fuel, including, but not be limited to, the price the City pays to the distributor, merchant credit card fees, taxes, flowage fees, and any other charges applied by the fuel supplier.

*Entity* means a person, sole proprietorship, joint venture, partnership, limited partnership, limited liability company, corporation, or any similar entity authorized under the laws of the State to enter into a binding Agreement.

*FAA* means the Federal Aviation Administration.

*FBO* means a Fixed Base Operator.

*Fee Schedule* means the rates and charges City Council establishes for the operation of the Airport.

*Grant Assurance* means any obligation undertaken by a public airport sponsor as a condition of receipt of a federal airport development grant.

*Hazard to Air Navigation* means an obstruction or use of land determined to have a substantial adverse effect on the safe and efficient utilization of navigable airspace.

*Height* means for the purpose of determining the height limits in all zones set forth in these regulations and shown on the hazard zoning map, the datum shall be



height above mean sea level (MSL) elevation as measured in feet.

*Horizontal surface* means a horizontal plane 150 feet above the established airport elevation which in plan view coincides with the perimeter of the horizontal zone.

*Improvements* means all buildings, structures, facilities, including pavement, concrete, fencing, signs, lighting, and landscaping, constructed, installed, or placed on, under, or above any land on the Airport.

*Landing Area* means the surface area of the airport used for the landing, take-off or taxiing of aircraft.

*Lease Applicant* means an Entity who has completed an application for a lease of a Storage Hangar and paid the applicable application fee.

*Lessee* means an Entity who is granted certain operating rights at the Airport, to the extent such rights are specified by Agreement.

*Minimum Standards* means, as set forth in this chapter or in a policy adopted pursuant to this chapter, those criteria, qualifications, requirements, and standards, that must be met as a condition to obtain and retain the right or privilege to engage in Aeronautical Activities or Services at the Airport.

*Non-aviation Vehicles* means any vehicle that is not an Aircraft, or an Aircraft tug or tow tractor. The term “*Non-aviation Vehicles*” includes, but not limited to, cars, trucks, trailers, motor homes, and watercraft.

*Non-precision instrument runway* means a runway having an existing instrument approach procedure utilizing air navigation facilities or other equipment that provides only horizontal guidance or area type navigation equipment. This also includes a runway for which a non-precision instrument approach procedure has been approved or planned. Runway 1—Runway 19 are considered non-precision instrument runways.

*Obstruction* means any structure, tree, or other object, including a mobile object, which exceeds a limiting height set forth in section 18-105 of these regulations or is an airport hazard.

*Operator* means an Entity that has entered into an Agreement with the Airport or has subleased office, shop, hangar, or land from the Airport to engage in Aeronautical Activities or Services (Commercial or Non-commercial), and who shall be subject to the Minimum Standards set forth herein.

*Other than utility runway* means a runway designed for and intended to be used by propeller driven aircraft of more than 12,500 pounds maximum gross weight and jet powered aircraft. Runway 1—Runway 19 at the Burnet Municipal, Kate

Craddock Field is considered an other than utility runway.

*Person* means an Entity.

*Precision instrument runway* means a runway having an existing instrument approach procedure utilizing air navigation facilities or other equipment which provide both horizontal and vertical guidance. This also includes a runway for which a precision instrument approach procedure has been approved or planned.

*Premises* means a parcel of land and the improvements on it.

*Primary surface* means a 500-foot wide surface longitudinally centered on the runway extending the full length of the ultimate runway configuration plus 200 feet beyond each ultimate end of the runway. The elevation of any point on the primary surface is the same as the nearest point on the existing or ultimate runway centerline.

*Private Flying Club* means a private non-commercial organization, whose members own equal shares, established to promote flying, develop skills in aeronautics, air navigation, and appreciation of aviation requirements.

*Ramp* or *Apron* means an area of the Airport within the AOA designated for the loading, unloading, servicing, or parking of Aircraft.

*Regulatory Measures* means any Administrative Agency law, statute, code, ordinance, policy, standard, rule, or regulation as may be in existence, hereafter enacted, and amended from time to time, and which are applicable to the use of the Airport and an Operator's activities, operations, or utilization of any Leased Premises thereon.

*Runway* means a defined area on the airport prepared for the landing and taking off of aircraft along its length.

*SASO* means Specialized Aviation Service Operator.

Self-fueling means the fueling or servicing of an Aircraft by the owner of the Aircraft or the owner's employee using their own vehicles, equipment, and resources.

*Short Term Tie-down* means the use of tie-down spaces for less than seven consecutive days but not more than 15 non-consecutive days in any given month.

Commented [HEJ1]: Still no consensus on this term

*State* means the state of Texas.

*Storage Hangars* means T-hangars, sun shelters, large box hangars or apron space (tie-downs) owned by the Airport.

*Structure* means an object, including a mobile object, constructed or installed by man including, but not limited to, buildings, towers, cranes, smokestacks, poles, earth formations, overhead power lines, and traverse ways. Traverse ways are considered to be the heights set forth in 14 C.F.R. Part 77.23.

*Substantial change* means any change that constitutes more than five percent change in the current height or location of any structure.

*Transitional surfaces* means surfaces extending perpendicular to the runway centerline and the extended runway centerline outward from the edges of the primary surface and the approach surfaces at a slope of seven feet horizontally for each one foot vertically to where they intersect the horizontal surface. Transitional surfaces for those portions of the precision approach surface which extend through and beyond the limits of the conical surface extend at a slope of seven feet horizontally for each one foot vertically for a distance of 5,000 feet measured horizontally from either edge of the approach surface and at 90 degrees to the extended runway centerline.

*Through-the-Fence Operation* means direct access to the Airport from private property located contiguous to the Airport which provides access to the Airport's runway and taxiway system or other infrastructure.

*Tree* means any type flora and an object of natural growth.

**Reserved. Secs. 18-6 through 8-20.**

## ARTICLE II. MUNICIPAL AIRPORT

### *DIVISION 1. GENERALLY*

**Sec. 18-21. Use restricted.** No Entity, incorporated or otherwise, shall use the airport for any commercial activity, unless approved by a written permit from the City Council or the Administrator .

**Sec. 18-22. Knowledge of article rules implied by printing and posting.** By publication of this article, as required by law, all persons having equipment based at Burnet Municipal Airport will be deemed to have knowledge of its contents. The Administrator is directed to have copies of this article printed and posted where appropriate. Copies will be available during normal business hours in the office of the City Secretary, and upon request copies will be furnished by mail to owners and operators of all aircraft based at the airport.

**Sec. 18-23. Conflict of article provisions with FAR.** If and where there is conflict in this article and the Federal Aviation Rules (FAR), the latter shall prevail.

**Reserved. Secs. 18-24 through 18-30.**

*DIVISION 2. AIRPORT ADMINISTRATION.*

**Sec. 18-41. Scope.** This Division 2 shall apply to Articles I, II, and IV of this Chapter as well as any policies City Council may adopt to assist in the governance of the Airport.

**Sec. 18-42. Administrator.** The City Manager shall serve as the Administrator of the Airport. The City Manager may delegate such responsibility to an employee under his or her supervision and may designate said employee as the Airport Manager. Within this Chapter, and any policy adopted pursuant to this Chapter, the term "Administrator" shall refer to the City Manager or the City Manager's designee as the case may be.

**Sec. 18-43. Airport Standards and Operating Policy.** City Council by ordinance or resolution may adopt a policy which shall serve to provide further governance of Airport operations and standards. In the event of a conflict between this Chapter and such policy this Chapter shall prevail.

**Sec. 18-44. Rules interpretation.** The Administrator is vested with the authority to interpret the Rules and Regulations set out in this Chapter as well as the policies adopted by reference in this Division.

**Sec. 18-45. Dispute resolution.** City Council is vested with the authority to resolve any disputes, disagreements, or conflicts between an FBO, SASO, or other Commercial Operator and any party; and City Council's resolution shall be final and binding.

**Reserved. Secs. 18-46 through 18-50.**

*DIVISION 3. COMMERCIAL OPERATORS.*

**Sec. 18-51 FBO requirements.** A Commercial Operator may serve as an FBO; provide the Commercial Operator complies with applicable requirements of this Chapter and the Airport Standards and Operating Policy adopted by ordinance or resolution pursuant to this Chapter.

**Sec. 18-52 SASO requirements.** A Commercial Operator may serve as an SASO; provide the Commercial Operator complies with applicable requirements of this Chapter and the Airport Standards and Operating Policy adopted by ordinance or resolution pursuant to this Chapter.

**Secs. 18-43—18-50. Reserved.**

*DIVISION 4. AIRPORT NUISANCES*

**Sec. 18-61. Restricted nuisances.**

- (a) It is hereby declared that certain activities on or within 100 feet of the airport



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or the taxiways of the airport constitutes a nuisance to aircraft utilizing the taxiways and runways and are hereby prohibited:

- (1) Outdoor laser or other high intensity light shows;
- (2) Tethered or free balloon, kite or model aircraft operations, antenna structures or any other vertical obstacle or fireworks displays higher than 20 feet above ground level;
- (3) Harboring, feeding or keeping of any species of bird or deer;
- (4) Constructing or maintaining a structure, land use practice or human-made or natural geographical feature that can attract or sustain hazardous wildlife within the landing or departure airspace, aircraft movement area, loading ramps or aircraft parking areas as further defined in AC 150/5200-33;
- (5) Posting, attaching or placement of signs, flyers or other similar object to the interior or exterior fence surrounding the airport.

- (b) It shall be unlawful to drive or operate aircraft upon a public street. Driving or operating of aircraft, on the ground, shall be restricted to designated taxiways, runways and paved areas designated on the airport or the taxiway of VSAC.

**Secs. 18-62—18-70. Reserved.**

*ARTICLE III. RESERVED*

**Secs. 18-71—18-100. Reserved.**

*ARTICLE IV. AIRPORT HAZARD ZONING REGULATIONS*

**Sec. 18-101. Short Title.** These regulations shall be known and may be cited as the "Burnet Municipal Airport Hazard Zoning Regulations."

**Sec. 18-102. Reserved.**

**Sec. 18-103. Administrative agency.** The City Manager for the City of Burnet, or his/her designee, shall be the official responsible for the administration and enforcement of the airport height hazard zoning regulations and to hear and decide all applications for permits. The office of the City Manager is hereby designated as the administrative agency.

**Sec. 18-104. Zones.** In order to carry out the provisions of these regulations, there are hereby created and established certain zones which include all of the land lying beneath the approach surfaces, conical surface, horizontal surface, and transitional surfaces as they apply to the airport. Such surfaces are shown on the Burnet Municipal Airport, Kate Craddock Field Airport Hazard Zoning Map prepared by the Texas Department of Transportation, Aviation Division, dated June 2006, consisting of one sheet which is hereby attached to these regulations and made a part hereof. An area located in more

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than one of the following zones is considered to be only in the zone with the more restrictive height limitation. The various zones are hereby established and defined as follows:

- (a) *Approach zones.* Approach zones are hereby established beneath the approach surfaces at each end of Runway 1—19 at the airport for any other than utility runway with non-precision instrument approaches and landings. The approach surface shall have an inner edge of 500 feet, which coincides with the width of the primary surface, at a distance of 200 feet beyond each runway end, widening thereafter uniformly to a width of 3,500 feet at a horizontal distance of 10,000 feet beyond the end of the primary surface. The centerline of the approach surface is the continuation of the centerline of the runway.
- (b) *Conical zone.* A conical zone is hereby established beneath the conical surface at the airport which extends outward from the periphery of the horizontal surface for a horizontal distance of 4,000 feet.
- (c) *Horizontal zone.* A horizontal zone is hereby established beneath the horizontal surface at the airport which is a plane 150 feet above the established airport elevation, the perimeter of which is constructed by swinging arcs of 10,000 feet radii from the center of each end of the primary surface and connecting the adjacent arcs by lines tangent to those arcs.
- (d) *Transitional zone.* Transitional zones are hereby established beneath the transitional surfaces at the airport. Transitional surfaces, symmetrically located on either side of the runway, have variable widths as shown on the Burnet Municipal Airport, Kate Craddock Field Airport Hazard Zoning Map. Transitional surfaces extend outward perpendicular to the runway centerline and the extended runway centerline from the periphery of the primary surface and the approach surfaces to where they intersect the horizontal surface.

**Sec. 18-105. Height limitations.** Except as otherwise provided in section 18-105 of these regulations, no structure shall be erected, altered, or replaced and no tree shall be allowed to grow in any zone created by these regulations to a height in excess of the applicable height limitations herein established for such zone except as provided in subsection (5) of this section. Such applicable height limitations are hereby established for each of the zones in question as follows:

- (a) *Approach zones.* Slope one foot in height for each 34 feet in horizontal distance beginning at the end of and at the same elevation as the primary surface and extending to a point 10,000 feet beyond the end of the primary surface.
- (b) *Conical zone.* Slopes one foot in height for each 20 feet in horizontal distance beginning at the periphery of the horizontal zone and at 150 feet

above the airport elevation and extending to a height of 350 feet above the airport elevation, or to a height of 1,634.10 feet above mean sea level.

- (c) *Horizontal zone.* Established at 150 feet above the airport elevation, or at a height of 1,434.10 feet above mean sea level.
- (d) *Transitional zones.* Slope one foot in height for each seven feet in horizontal distance beginning at the sides of and at the same elevations as the primary surface and the approach surfaces.
- (e) *Excepted height limitation.* Nothing contained in these regulations shall be construed as prohibiting the growth, construction, or maintenance of any structure or tree to a height of up to 35 feet above the natural surface of the land at its location.

**Sec. 18-106. Land use restrictions.** Except as provided in section 18-107 of these regulations, no use may be made of land or water within any zone established by these regulations in such a manner as to create electrical interference with navigational signals or radio communications between the airport and aircraft, make it difficult for pilots to distinguish between airport lights and others, result in glare in the eyes of pilots using the airport, impair visibility in the vicinity of the airport, create potential bird strike hazards, or otherwise in any way endanger or interfere with the landing, taking off, or maneuvering of aircraft intending to use the airport.

**Sec. 18-107. Nonconforming uses, structures, and trees.**

- (a) *Nonconforming uses.* Nothing contained in these regulations shall be construed as requiring changes in or interference with the continuance of any nonconforming use of land before the date of adoption of Ordinance No. 2006-21, said date being August 22, 2006.
- (b) *Nonconforming structures.* Nothing contained in these regulations shall be construed as to require the removal, lowering, or other change to any existing nonconforming structure including all phases or elements of a multiphase structure the construction of which was begun prior to August 6, 2006, and is diligently prosecuted as planned.
- (c) *Nonconforming trees.* Nothing in these regulations shall be construed as to require the removal, lowering, or other change to any nonconforming tree. However, any nonconforming tree which grows to a greater height than it was as of the August 22, 2006, is subject to the provisions of these regulations as described in section 18-105 herein above.

**Sec. 18-108. Permits and variances.**

- (a) *Permits.* Any person who desires to replace, rebuild, substantially change, repair, or increase the height of a nonconforming structure or replace or

replant a nonconforming tree in any zone hereby created must apply for and receive a permit from the administrative agency. Each application for a permit shall indicate the purpose for which the permit is desired, with sufficient particularity to permit it to be determined whether the resulting use, structure, or tree would conform to the regulations herein prescribed. No permit shall be granted which would allow the establishment of an airport hazard or allow a nonconforming structure or tree to exceed its original height or become a greater hazard to air navigation than it was at the time of the adoption of these regulations. Applications for permit shall be applied to and issued by the administrative agency.

- (b) *Variances.* Any person who desires to erect, substantially change, or increase the height of any structure; establish or allow the growth of any tree which would exceed the height limitations set forth in section 18-105 of these regulations; or change the use of property in such a way as to create a hazardous condition as described in section 18-106 of these regulations must apply to the board of adjustment and receive a variance prior to exceeding the height restrictions. The application for variance to the BOA must be accompanied by a "No Hazard" determination from the Federal Aviation Administration ("FAA") under 14 C.F.R. Part 77 as to the effect of the proposal on the operation of air navigation facilities and the safe, efficient use of navigable airspace. Where a FAA determination of "No Hazard to Air Navigation" is presented, such variances shall be allowed where it is duly found that a literal application or enforcement of the regulations will result in practical difficulty or unnecessary hardship and the granting of relief would result in substantial justice, not be contrary to the public interest, and be in accordance with the spirit of these regulations.
- (c) *Requirements and reasonable conditions.*
  - (1) Any permit granted may, at the discretion of the administrative agency, impose a requirement to allow the installation and maintenance, at the expense of the administrative agency, of any markers or lights as may be necessary to indicate to flyers the presence of an airport hazard.
  - (2) Any variance granted may, at the discretion of the board of adjustment, impose any reasonable conditions as may be necessary to accomplish the purpose of these regulations.

**Sec. 18-109. Board of adjustment.** The Board of Adjustment of the City of Burnet is hereby designated as the board of adjustment for the purposes of these regulations and shall have the powers and duties as provided in § 211.008 and § 241.034 of the Texas Local Government Code, in the City of Burnet Home Rule Charter and Ordinance Number 2005-21.

**Sec. 18-110. Appeals.**



- (a) Any person aggrieved or any taxpayer affected by a decision of the administrative agency made in the administration of these regulations may appeal to the board of adjustment if that person or taxpayer is of the opinion that a decision of the administrative agency is an improper application of these regulations. This same right of appeal is extended City Council.
- (b) All appeals hereunder must be initiated within 30 days of date of notification of an adverse decision as provided by the rules of the board of adjustment by filing a written notice of appeal with the board of adjustment and the administrative agency specifying the grounds for the appeal. The administrative agency shall forthwith transmit to the board of adjustment all papers constituting the record upon which the action appealed was taken.
- (c) An appeal shall stay all proceedings in furtherance of the action appealed unless the administrative agency certifies in writing to the board of adjustment that by reason of the facts stated in the certificate, a stay would, in the opinion of the administrative agency, cause imminent peril of life or property. In such case, proceedings shall not be stayed except by order of the board of adjustment on notice to the administrative agency and on due cause being shown.
- (d) The board of adjustment shall fix a time for hearing appeals, give public notice and due notice to the parties in interest, and decide the same within a reasonable time. Upon the hearing, any party may appear in person, by agent, and/or by attorney.
- (e) The board of adjustment may reverse or affirm, in whole or in part, or modify the administrative agency's order, requirement, decision, or determination from which an appeal is taken and make the correct order, requirement, decision, or determination, and for this purpose the board of adjustment has the same authority as the administrative agency.

**Sec. 18-111. Judicial review.** Any person aggrieved or any taxpayer affected by a decision of the board of adjustment may, within ten days of the date of the decision, present to a court of record a petition stating that the decision of the board of adjustment is illegal and specifying the grounds of the illegality as provided by and in accordance with the provisions of Texas Local Government Code, § 241.041. This same right of appeal is extended to City Council.

**Sec. 18-112. Enforcement and remedies.** The governing body of the City of Burnet, Texas, or the Burnet Municipal, Kate Craddock Field Airport Zoning Board may institute in a court of competent jurisdiction an action to prevent, restrain, correct, or abate any violation of these regulations or of any order or ruling made in connection with their administration or enforcement including, but not limited to, an action for injunctive relief.

**Sec. 18-113. Penalties.** Each violation of these regulations or of any order or ruling

promulgated hereunder shall constitute a misdemeanor and upon conviction shall be punishable by a fine of not more than \$200.00 and each day a violation continues to exist shall constitute a separate offense.

**Sec. 18-114. Conflicting regulations.** Where there exists a conflict between any of the regulations or limitations prescribed herein and any other regulation applicable to the same area, whether the conflict be with respect to the height of structures or trees, the use of land, or any other matter, the more stringent limitation or requirement shall control.

**Sec. 18-115. Severability.** If any of the provisions of these regulations or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or application of these regulations which can be given effect without the invalid provision or application and to this end, the provisions of these regulations are declared to be severable.

**Sec. 18-116. Adherence with state laws.** Any actions brought forth by any person or taxpayer as a result of the administration, enforcement, or the contesting of these regulations will be in accordance with the provisions of Texas Local Government Code, § 241.001 et seq and other applicable state laws.

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**Sec. 18-117. Reserved.**

FIRST READING OF AN ORDINANCE OF THE  
CITY COUNCIL OF THE CITY OF BURNET, TEXAS  
AMENDING THE CODE OF ORDINANCES; BY  
MAKING NUMEROUS AMENDMENTS TO  
CHAPTER 18 (ENTITLED "AVIATION")  
INCLUDING AUTHORIZING THE ADOPTION OF  
AIRPORT STANDARDS AND OPERATING POLICY  
BY RESOLUTION

City Council Regular  
Meeting  
October 25, 2022  
Item 4.6



# Background

- Council tasked staff to comprehensive revision to City Code Chapter 18, Articles I, II and III
  - revise minimum standards
  - update fee schedule
- Fee schedule update approved by Council on July 22, 2022
- Council authorized engagement of KSA Engineering
  - Staff and consultant collaboration on revised minimum standards.

## Consultant's Recommendations

- Chapter 18 breakout
  - Approve minimum standards by resolution
- Provide minimum standards for Fixed Based Operators (FBO)
  - Required/additional services
  - Performance standards
  - Require agreement with City
  - Bonding
- Establish Specialized Aviation Service Operator (SASO)
  - Limit services to be provided by SASO
  - Performance standards
  - City approval required
- Self-fueling – not purchased from FBO
  - City authorization required
  - Minimum infrastructure requirements

# Chapter 18 Amendments

- Terminates joint airport zoning board
- General, airport hazard zoning regulations, and minimum standards definitions placed in one section
- Minimum standards to be approved by separate resolution
- Rules interpretation vested with City Manage
- Dispute resolution vested with City Council



## Finance

## ITEM 4.7

Patricia Langford  
Director of Finance  
(512)-715-3205  
plangford@cityofburnet.com

### Action

**Meeting Date:** October 25, 2022

**Agenda Item:** Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE 2021-31; THE ORIGINAL BUDGET ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022 FOR THE CITY OF BURNET, TEXAS, FUNDING ACCOUNTS IN BUDGET DUE TO UNFORESEEN SITUATIONS; CONTAINING FINDINGS; PROVIDING FOR SAVINGS AND SEVERABILITY: P. Langford

### Background:

**Information:** This ordinance provides for fiscal year 2021-2022 budget amendments as listed on Attachment "A". The items that were previously presented to and approved by the City Council have been noted.

**Fiscal Impact:** As noted on Attachment "A"

**Recommendation:** Approve and adopt Ordinance 2022-47 as presented



## **ORDINANCE NO. 2022-47**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE 2021-31; THE ORIGINAL BUDGET ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022, FOR THE CITY OF BURNET, TEXAS, FUNDING ACCOUNTS IN BUDGET DUE TO UNFORESEEN SITUATIONS; CONTAINING FINDINGS; PROVIDING FOR SAVINGS AND SEVERABILITY.**

**WHEREAS**, the City of Burnet, Texas Fiscal Year 2021-2022 Budget was adopted by Ordinance 2021-31 within the time and in the manner required by State Law; and

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

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

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

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

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

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

### **Section 1. Findings**

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

### **Section 2. Purpose**

The City of Burnet, Texas, Fiscal Year 2021-2022 Budget is hereby amended to reflect the effect of unforeseen circumstances, as reflected in attachment "A",

### **Section 3. Savings/Repealing Clause**

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

#### **Section 4. Severability**

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

**PASSED AND APPROVED** the First Reading on this the 25<sup>th</sup> day of October, 2022.

**FINALLY PASSED AND APPROVED** on this the 8<sup>th</sup> day of November, 2022.

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Crista Goble Bromley, Mayor

**ATTEST:**

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Kelly Dix, City Secretary

1. **\$55,000 increase in transfer of wastewater impact fees to offset sewer plant debt service.** The increase is being offset by the increase in wastewater impact fees collected. Every year the City budgets the use of wastewater impact fees to offset the sewer plant debt service and this year the wastewater impact fees came in higher than anticipated.
2. **\$600,000 increase in Electric fund expenses to transfer excess reserves to the General Fund.** The cost will be covered by fund balance.
3. **\$900,000 increase in Water and Wastewater fund expenses to transfer excess reserves to the General Fund.** The cost will be covered by fund balance.
4. **\$260,000 increase in General Fund Capital Budget for street improvements.** The cost will be covered by general fund reserves.
5. **\$4,375 increase to Self-Funded budget for the increase over budget to purchase a stretcher.** The cost will be covered by use of fund balance.
6. **\$440,000 increase to Electric operating budget for increase in cost of power.** The cost will be covered by increased revenues from electric sales.
7. **\$33,000 increase in the General Fund Sanitation department budget for increases in the solid waste disposal contract.** The cost will be covered by the increase in sanitation collection revenues.
8. **\$102,000 increase in Golf Course operating budget for increases in Purchases for Resale.** The cost will be covered by increased revenues from Pro shop and Snack Bar sales.
9. **\$40,000 increase in Golf Course operating budget for increases in salaries, credit card service charges, and repairs and maintenance costs.** The cost will be covered by increasing revenues from Charges for Services.
10. **\$750 increase in Debt Service Fund for increasing service fees.** The cost will be covered by transfers from the Water and Wastewater operating fund.
11. **\$14,000 increase to the General Fund Capital Budget to purchase an easement to assist the developer of Delaware Springs 24 address ongoing drainage issues.** The cost will be covered by the developer. (Presented to council on August 23, 2022).
12. **\$25,000 increase to the General Fund Capital Budget for the purchase of breaching equipment, shields, and distractionary devices for the police department.** The purpose of this equipment is to enhance the officer's ability to respond to active shooter situations. The cost will be covered by general fund reserves. (Presented to council July 12, 2022).
13. **\$15,500 increase to the General Fund Capital Budget for the purchase of new software, training, and a new computer with external storage to enable the police department to conduct forensic evaluations of cell phones.** The cost will be covered by general fund reserves. (Presented to council on June 28, 2022).

14. **\$75,850 increase in General Fund Capital Budget for the purchase of five Zoll Auto Pulse Resuscitation Systems for the fire department.** The cost will be covered by general fund reserves. (Presented to council June 28, 2022).
15. **\$71,500 increase to BEDC capital budget for purchase of approximately 1.67 acres of land for Eastside Commercial Park property.** The cost will be covered by BEDC fund reserves. (Presented to BEDC board August 16, 2022).





# Year End Budget Amendment Fiscal Year 2021-2022

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First Reading of the Ordinance  
October 25, 2022



# Attachment A

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1. **\$55,000 increase in transfer of wastewater impact fees to offset sewer plant debt service.** The increase is being offset by the increase in wastewater impact fees collected.
2. **\$600,000 increase in Electric fund expenses to transfer excess reserves to the General Fund.**
3. **\$900,000 increase in Water and Wastewater fund expenses to transfer excess reserves to the General Fund.**
4. **\$260,000 increase in General Fund Capital Budget for street improvements.**
5. **\$4,375 increase to Self-Funded budget for the increase over budget to purchase a stretcher.**

# Attachment A (Continued)

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6. **\$440,000 increase to Electric operating budget for increase in cost of power.** The cost will be covered by increased revenues from electric sales.
7. **\$33,000 increase in the General Fund Sanitation department budget for increases in the solid waste disposal contract.** The cost will be covered by the increase in sanitation collection revenues.
8. **\$102,000 increase in Golf Course operating budget for increases in Purchases for Resale.** The cost will be covered by increased revenues from Pro shop and Snack Bar sales.
9. **\$40,000 increase in Golf Course operating budget for increases in salaries, credit card service charges, and repairs and maintenance costs.** The cost will be covered by increasing revenues from Charges for Services.
10. **\$750 increase in Debt Service Fund for increasing service fees.** The cost will be covered by transfers from the Water and Wastewater operating fund.

# Attachment A (Continued)

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11. **\$14,000 increase to the General Fund Capital Budget to purchase an easement to assist the developer of Delaware Springs 24 address ongoing drainage issues.** The cost will be covered by the developer. (Presented to council on August 23, 2022).
12. **\$25,000 increase to the General Fund Capital Budget for the purchase of breaching equipment, shields, and distractionary devices for the police department.** The purpose of this equipment is to enhance the officer's ability to respond to active shooter situations. (Presented to council July 12, 2022).
13. **\$15,500 increase to the General Fund Capital Budget for the purchase of new software, training, and a new computer with external storage to enable the police department to conduct forensic evaluations of cell phones.** (Presented to council on June 28, 2022).
14. **\$75,850 increase in General Fund Capital Budget for the purchase of five Zoll Auto Pulse Resuscitation Systems for the fire department.** (Presented to council June 28, 2022).
15. **\$71,500 increase to BEDC capital budget for purchase of approximately 1.67 acres of land for Eastside Commercial Park property.** The cost will be covered by BEDC fund reserves. (Presented to BEDC board August 16, 2022).



Questions?

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## Finance Department

## ITEM 4.8

Patricia Langford  
Director of Finance  
(512)-715-3205  
plangford@cityofburnet.com

### Action

**Meeting Date:** October 25, 2022

**Agenda Item:** Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE CITY MANAGER TO SIGN A VENDOR AGREEMENT BETWEEN THE CITY OF BURNET AND OPPORTUNITIES FOR WILLIAMSON AND BURNET COUNTIES TO PROVIDE AN ENERGY ASSISTANCE PROGRAM FOR ELIGIBLE LOW-INCOME CLIENTS: P. Langford

**Background:** Opportunities for Williamson and Burnet Counties provides energy assistance to low-income qualified clients through the Comprehensive Energy Assistance Program (CEAP) that is funded by the Low-Income Home Energy Assistance Program.

City of Burnet residents who qualify for low income assistance can apply with Opportunities for Williamson and Burnet Counties for a grant to assist them with payment of their energy bill.

**Information:** The contract with Opportunities for Williamson and Burnet Counties is renewed every two years. There have been no significant changes to the contract since the last renewal.

**Fiscal Impact:** During fiscal year 2021-2022, The City of Burnet received \$77,195 in assistance grants from Opportunities for Williamson and Burnet Counties. On average, 54 citizens were helped by this program each month.

**Recommendation:** Staff recommends approval of Resolution R2022-78 as presented.

## **RESOLUTION NO. R2022-78**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE CITY MANAGER TO SIGN A VENDOR AGREEMENT BETWEEN THE CITY OF BURNET AND OPPORTUNITIES FOR WILLIAMSON AND BURNET COUNTIES TO PROVIDE AN ENERGY ASSISTANCE PROGRAM FOR ELIGIBLE LOW-INCOME CLIENTS.**

**Whereas**, The purpose of the Comprehensive Energy Assistance Program (“CEAP”) funded from the Low-income Home Energy Assistance Program (“LIHEAP”) grant is to maintain an energy supply to heat and cool the residences of eligible low-income clients.

**Whereas**, The City of Burnet agrees to honor the purpose of the CEAP grant and to accept pledges of payment from CEAP agencies only for certified customers to whom the City of Burnet continues to provide energy services.

**Whereas**, Opportunities for Williamson & Burnet Counties is a subrecipient of the Texas Department of Housing and Community Affairs (“TDHA”) and as such is authorized and has received funding from the TDHA to provide bill payment assistance service for eligible low-income households.

**Whereas**, The City plans to enter into a two-year agreement with Opportunities for Williamson and Burnet Counties to provide energy assistance for eligible low-income households for Fiscal Years 2022 and 2023.

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

**Section one. Findings.** The recitals to this resolution are deemed to be the findings of City Council and incorporated herein for all purposes.

**Section two. Authorization.** The City Manager is hereby authorized and directed to execute the attached vendor agreement and to take such other actions reasonably necessary to facilitate the purpose of this resolution.

**Section three. Open Meetings.** It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act.

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

**PASSED AND APPROVED** this the 25th day of October, 2022.

**CITY OF BURNET, TEXAS**

**ATTEST:**

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Crista Goble Bromley, Mayor

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Kelly Dix, City Secretary



**PUBLIC UTILITIES VENDOR AGREEMENT**  
***COMPREHENSIVE ENERGY ASSISTANCE PROGRAM***

The purpose of the Comprehensive Energy Assistance Program ("CEAP") funded from the Low-Income Home Energy Assistance Program ("LIHEAP") grant is to maintain an energy supply to heat and cool the residences of eligible low-income clients.

The Energy Services provider ("Vendor"), agrees to honor the purpose of the CEAP grant and to accept pledges of payment from CEAP agencies only for certified customers to whom Vendor continues to provide energy services. The Energy Assistance Provider ("Agency"), agrees to make payments only for eligible low-income clients.

This vendor agreement is by and between:

Opportunities For Williamson & Burnet Counties\_\_\_\_\_and

Energy Assistance Provider (Agency)

CITY OF BURNET\_\_\_\_\_

(Vendor)

Vendor and Agency agree to assist customers in the following counties: Williamson & Burnet

Sept 2022

This agreement shall be effective from the 10 day of \_\_\_\_\_ for a period not to exceed two years from the effective date. Either party may terminate this agreement by written notice. Such written notice of termination shall not affect any obligation by either party incurred prior to the receipt of such notice. Notice shall be sent via certified mail with return receipt requested.

CITY OF BURNET\_\_\_\_\_

(Vendor Name)

P O Box 1369                    Burnet, TX 78611

(Vendor Mailing Address)

Opportunities For Williamson & Burnet Counties\_\_\_\_\_

(Agency Name)

604 High Tech Drive Georgetown, TX 78626

(Agency Mailing Address)

The Agency named above represents and warrants to Vendor that it is a subrecipient of the Texas Department of Housing and Community Affairs ("TDHCA") and as such is authorized and has received funding from the TDHCA to provide bill payment assistance service for eligible low-income households.

The Vendor named above represents and warrants that it will apply any payments received from Agency to the account of the customer that the Agency has determined to be eligible under the CEAP guidelines and such is a "Certified Customer".

**Vendor will, with reference to a Certified Customer:**

- Extend the CEAP applicant's energy service for up to five business days while the Agency determines whether the CEAP applicant is eligible pursuant to the CEAP guidelines.
- Upon accepting pledge from Agency for Certified Customer, continue or restore energy service to Certified Customer with no increases in charges, service charges or other charges affecting the total cost of the bill, except as allowed by the stated tariff cost registered with the Public Utility Commission "PUC" and/or Texas Railroad Commission.
- In the event the full past due balance is not paid by the Agency, the Certified Customer must pay the remaining balance on or before the disconnect date stated in the customer's Disconnect Notice required by PUC regulations in order to avoid disconnection or be eligible for reconnection. Nothing in this agreement requires the Vendor to reconnect the customer upon receipt of a pledge that does not cover the full past due balance or if the customer has already been disconnected by the time the pledge is received by the Vendor.
- Invoice the Certified Customer in accordance with Vendor's normal billing practices.
- Upon verbal or written request from Agency, provide at no cost to the Agency the Certified Customer's billing and usage history for previous twelve months, or available history plus monthly estimates if less than twelve months of billing history and usage is available. Vendor will transmit such billing history via electronic mail or facsimile as soon as possible, but no later than forty-eight hours following the request.
- Work with Agency and Certified Customer to explore the feasibility of offering flexible payment arrangements that may include, without limitation, waiving security deposits, reconnect fees, application fees, and all other fees whenever possible.
- Not discriminate against Certified Customer in price or services, including the availability of deferred payment plans, level or average payment plans, discount, budget, advance payment or other credit plans.
- Not refuse to provide energy service or otherwise discriminate in the marketing and provision of energy service to any Certified Customer because of race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, financial status, location

of customer in an economically distressed geographic area, or qualification for low-income or energy-efficiency services.

- Allow Agency forty-five days from the date of the pledge to forward payment to the Vendor. Vendor agrees not to consider the portion of the Certified Customer's account to be paid by the Agency delinquent if said payment is received within the above mentioned forty-five day period, and Vendor is provided with a verbal or signed pledge from the Agency within forty-five days of identifying a Certified Customer.
- Not interrupt service if Certified Customer is eligible under PUC regulations, or other state agency regulations (as applicable), and enters into an agreement with the Vendor concerning how the Certified Customer will pay the balance owed Vendor and the Certified Customer is meeting the obligation under such agreement.
- If the Agency has paid for an initial deposit or similar refundable instrument, upon the termination of service to the Certified Customer, the Vendor shall return funds including interest (after any balance owed) to the Agency in accordance with PUC regulations or 10 Texas Administrative Code §6.312(f) (as applicable).

**The Agency will:**

- Obtain written permission for Agency to request and have access to customer information, including confidential or personal account information, credit and payment history, from customers seeking Agency's assistance. Social Security numbers are not required for the CEAP program and may not be disclosed to Agency.
- Provide to Vendor, at Vendor's request, customer's written permission for Agency's access to customer information as stated above.
- Not provide pledges on behalf of a Certified Customer to Vendor without having adequate funds to pay such pledge.
- Pay pledges within forty-five days of making pledge to Vendor.
- Determine if a customer is a Certified Customer within five days of contacting Vendor.
- Provide Vendor a list of names, telephone numbers and e-mail addresses of Agency staff designated to make pledges on behalf of the Agency and Certified Clients, if requested from Vendor.

The terms of any confidential transaction under this agreement or any other information exchanged by the Agency and Vendor relating to any transaction shall not be disclosed to any person not employed or retained by the Agency or Vendor, their affiliates, or brokers, except to the extent disclosure is 1) required by law; 2) necessary to disclose to the other party in connection with a dispute between the parties; 3) otherwise permitted by written consent of the other party; 4) required by guarantors to be disclosed; 5)

information which must be disclosed to a third party to transmit energy; 6) to meet reliability council, regulatory, administrative, judicial, governmental, or regulated commodity exchange requirements where necessary; or 7) information which was or is hereafter in the public domain (except by breach of this Agreement).

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Authorized Vendor Signature

Date

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Typed Name of Authorized Signature

Title

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Vendor (Area Code) Telephone Number

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STUCKER@CITYOFBURNET.COM TSHIRLEY@CITYOFBURNET.COM

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Vendor Email Address



MARCH 17, 2022

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Authorized Agency Signature

Date

Marco Cruz

Executive Director

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Typed Name of Authorized Signature

Title

512-255-2202

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Agency (Area Code) Telephone Number





# Opportunities

for Williamson & Burnet Counties

Public Utilities  
Vendor Agreement

Comprehensive Energy  
Assistance Program



Opportunities for Williamson and Burnet Counties provides energy assistance to eligible low-income residents through a Comprehensive Energy Assistance Program Grant.

**During FY 2021-2022:**

- **Provided \$77,195 in assistance to Burnet residents.**
- **On average, helped 54 residents each month.**

- The vendor agreement between City of Burnet and Opportunities for Williamson and Burnet Counties is renewed every two years.
- There have been no significant changes to the contract since the last renewal.
- Staff recommends approval of Resolution R2022-78 as presented.



# Questions?

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## Police Department

## Item 4.9

Brian Lee  
Police Chief  
512 756-6404  
blee@cityofburnet.com

### Action

- Meeting Date:** October 25, 2022
- Agenda Item:** Discuss and consider action: Authorize the City Manager to sign interlocal agreements with the Texas Sheriff's Procurement Board and TIPS (The Interlocal Purchasing System): B. Lee
- Background:** The City of Burnet utilizes purchasing cooperatives for vehicles and equipment.
- Information:** The City of Burnet currently uses the Buy Board cooperative for purchases of equipment. Two other purchasing cooperatives are available to join. Joining additional cooperatives will allow us to do our due diligence in finding necessary equipment to conduct business while being fiscally responsible in our purchasing.
- Fiscal Impact** The Texas Sheriff's procurement board assesses a \$350 fee on each purchase. TIPS membership is free.
- Recommendation:** Staff recommends approving the City Manager to enter into the interlocal agreements with both cooperatives enabling the City access to more competitive vendors.

## **MASTER COOPERATIVE PURCHASING AGREEMENT**

This Master Cooperative Purchasing Agreement ("Agreement"), effective \_\_\_\_\_, is made by and between the Sheriffs' Association of Texas, Inc. ("SAT"), a Texas non-profit corporation, and the City of Burnet, Texas ("End User"), a local government created under the laws of the State of Texas.

### **WITNESSETH**

WHEREAS, SAT's Vehicle Procurement Program ("VPP") is a cooperative bid program where SAT solicits bids for vehicles to be purchased directly from vehicle vendors by units of local government or political subdivisions, including, but not limited to, municipalities and counties, local county boards of public instruction, and local public safety agencies or authorities; and

WHEREAS, the purpose of the VPP is to provide public procurement of quality goods to support effective and efficient government, ensuring the prudent use of public funds. This includes providing efficient delivery of products and services; obtaining best value through competition; offering fair and equitable competitive contracting opportunities for suppliers; and maintaining public confidence through ethical and transparent procurement practices; and

WHEREAS, SAT will serve as the "Contract Administrator" in the solicitation of bids process. The purpose of the solicitation for bids is to identify the most suitable manufacturer's authorized dealer for the purchase of vehicles on a "no trade-in basis;" and

WHEREAS, the SAT Contract Administrator will award the bid to the lowest and best responsive bidder by specification and by manufacturer. The award will be determined by the price of the bid, qualifications based on a dealer's facilities and financial resources, and demonstrated ability to perform the work in a satisfactory manner;

NOW, THEREFORE, SAT and the End User agree as follows:

#### **1.0 Responsibilities of the parties.**

- 1.1 The SAT will identify, solicit, and invite interested vehicle vendors, including but not limited to vehicle manufacturers, dealers and certified representatives, to submit bids for vehicles.
- 1.2 The SAT will develop and provide all necessary solicitation, bid, and contract award documents which will enable End User to purchase vehicles directly from vendors at a competitive price.

- 1.3 The SAT will consult with the End User as needed in order to facilitate End User's purchase of vehicle through the VPP.

- 1.4 The SAT will prepare "solicitation for bid" documents in order to obtain price commitments from manufacturers and dealers for the sale of vehicles to End User.
- 1.5 The End User agrees to be bound by the SAT Vehicle Procurement Program Solicitation for Bids and Contract Terms and Conditions, which is attached hereto and incorporated by reference as if fully set forth herein.
- 1.6 The End User agrees to provide to the SAT all information and assistance requested by the SAT that is reasonably necessary to remain in compliance with the Vehicle Procurement Program Solicitation for Bids and Contract Terms and Conditions.

2.0 **Compliance with Laws.** SAT and End User each represent and warrant to the other party that each has obtained all regulatory approvals and licenses necessary to enter into and perform under the terms and conditions of this Agreement. Further, the SAT and the End User represent and warrant to the other party that each is in compliance with all applicable laws and regulations and each party covenants to remain in compliance with such laws and regulations during the term of this Agreement.

3.0 **Term.** The term of this Agreement shall commence on the date set out above and shall continue in effect for one (1) year. Thereafter, this Agreement shall renew automatically for successive one (1) year terms ending on the initial anniversary date each year.

4.0 **Termination.** This Agreement may be terminated by either party at any time without cause by written notice to the other party given at least ninety (90) days in advance of the effective date of termination.

5.0 **Trademarks and Copyrights.** The parties reserve the right to the control and use of their names and all seals, symbols, trademarks, or service marks presently existing or later established. Neither party shall use the other party's name, seals, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without the prior written consent of such other party unless agreed to in this document. Any use by a party, without the approval of the other party, of the name, symbols, trademarks or service marks of such other party shall cease immediately upon the earlier of written notice of such other party or termination of this Agreement. Each party hereby grants the other party the right to use its name, address, and telephone number in connection with the other party's obligations hereunder.

6.0 **Notices.** Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid to the recipient at its respective address designated on the signature page of this Agreement.

7.0 **Independent Contractors.** The SAT and the End User are each acting as independent contractors under this Agreement and not as a partner, joint venture or employee of any other party to this Agreement. Each party shall be responsible for all taxes or similar charges payable with respect to any amounts received by such party under this Agreement. End User shall have no authority to bind SAT to any agreement or obligation. SAT shall have no authority to bind End User to any agreement or obligation. No party shall make any representations to the contrary.

The responsibilities of the SAT in administering the VPP are limited to those specified in the SAT Vehicle Procurement Program Solicitation for Bids and Contract Terms and Conditions, attached hereto and incorporated by reference as if fully set forth herein. This Agreement shall not create additional legal obligations for SAT beyond those specified in the attached Terms and Conditions.

8.0 **Amendments.** The parties reserve the right to amend or terminate this Agreement, as provided herein or as specified by amendment. All amendments or modifications to this Agreement must be mutually agreed to in writing by the End User and the SAT.

9.0 **Severability.** If any portion of this Agreement shall, for any reason, be invalid or unenforceable, such portion shall be ineffective only to the extent of any such invalidity or unenforceability, and the remaining portion or portions shall nevertheless be valid, enforceable, and of full force and effect.

10.0 **Waiver.** The waiver by either party of any breach of, or failure to insist upon strict compliance with, any provision of this Agreement or warranty or representation set forth herein, shall not be construed as a waiver of any prior or subsequent breach of or failure of strict compliance with the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

11.0 **Entire Agreement.** This Agreement, including any exhibits or attachments hereto, contains all of the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement.

12.0 **Execution in Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single instrument.

13.0 **Assignment.** Neither party shall in any manner assign, subcontract, or otherwise delegate its rights, duties or obligations under this Agreement unless the other party approves of such assignment, subcontract, or delegation by prior written consent thereto.



This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

14.0 **Force Majeure.** The obligations of the SAT and the End User hereunder shall be excused during any period of delay or inability to perform caused by matters such as strikes, acts of God, shortages of raw materials or power, an inability to obtain products or services after the parties use their best efforts to provide such products or services, governmental action or compliance with governmental requirements, whether voluntary or pursuant to order, or any other matter which is beyond the reasonable efforts of the parties to control.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the day and year shown on the first page.

**Sheriffs' Association of Texas, Inc.**  
**1601 S. Interstate 35**  
**Austin, TX 78741-2503.**

**City of Burnet, Texas**  
**1001 Buchanan Drive, Suite 4**  
**Burnet, TX 78611**

---

SAT Representative

---

City Manager



**AN INTERLOCAL AGREEMENT Between  
Region 8 Education Service Center and a  
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT  
(School, College, University, State, City, County, or Other Political Subdivision)**

\_\_\_\_\_  
TEXAS PUBLIC ENTITY NAME

\_\_\_\_\_  
Control Number (TIPS will Assign)  
Schools enter County-District Number

Region 8 Education Service Center  
Pittsburg, Texas

225 - 950  
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. Authority for an Interlocal agreement to provide such services is granted under Texas Government Code § 791 *et seq* as amended. Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other legally eligible Local Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the “Agreement”) is effective \_\_\_\_\_ and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at any time upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

**Statement of Services to be Performed:**

Region 8 Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to improve procurement process efficiencies and assist in achieving best value for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

**Roles of the TIPS Purchasing Cooperative:**

- ✓ Provide for the organizational structure of the program.
- ✓ Provide staff for efficient operation of the program.
- ✓ Promote marketing of the TIPS Program.
- ✓ Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
- ✓ Provide members with procedures for placing orders through TIPS PO System.
- ✓ Maintain filing system for Due Diligence Documentation.
- ✓ Collect fees from vendors to support the costs of operations of TIPS.

**Role of the Public Entity:**

- ✓ Commit to participate in the program by an authorized signature on membership forms.
- ✓ Designate a Primary Contact and Secondary Contact for entity.

- ✓ Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.
- ✓ Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com).
- ✓ Accept shipments of products ordered from Awarded Vendors.
- ✓ Process Payments to Awarded Vendors in a timely manner.

### **General Provisions:**

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC 8 are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from legally appropriated and budgeted available funds for the current fiscal year of each such entity.

No jointly owned property shall be created by this agreement and, therefore, no provision to dispose of jointly held property is required.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation. The site of the mediation shall be in Camp County, Texas or a site mutually agreed by the parties. The selection of the mediator shall be mutually agreed. The cost of mediation shall be shared equally.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by electronic means and the terms and conditions agreed to are binding upon the Parties.

### **Authorization:**

Region 8 Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered

into an Agreement to provide cooperative purchasing opportunities to public agencies.  
This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.  
(If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

**Member Entity:**

**Purchasing Cooperative Lead Agency:**

**Region 8 Education Service Center**

\_\_\_\_\_  
**Entity or District Name**

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Dr. David Fitts  
Title: Executive Director Region 8 ESC

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Public Entity Contact Information**

\_\_\_\_\_  
Primary Purchasing Person Name

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Primary Person Email Address

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
Secondary Person Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Secondary Person Email Address

The state of Texas requires an Interlocal Agreement be approved by the respective entities governing board. You may email completed Interlocal Agreement to [tips@tips-usa.com](mailto:tips@tips-usa.com).



# Purchasing Cooperatives

- Discuss the possibility of engaging more cooperative purchasing programs.
- Effective in purchasing.
- No bid process.
- Offer a variety of items for all departments in the city.



# Purchasing Cooperatives



```
graph LR; PC((Purchasing Cooperatives)) --- BB(Buy Board); PC --- IIPS(The Interlocal Purchasing System); PC --- SPB(Sheriff's Procurement Board); PC --- C(Cost);
```

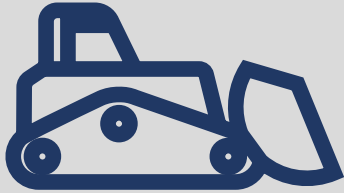
**Buy Board**

**The Interlocal  
Purchasing System**

**Sheriff's Procurement  
Board**

**Cost**





TIPS is operated through Texas education code §8.002. The cooperative is used nationwide and carries equipment we could purchase.

A recent comparison showed significant savings on an upcoming purchase. The best practice would have us shopping multiple cooperatives as an example of our fiscal responsibility.



Buy Board is a widely used cooperative throughout Texas. The city has used it for many years and has had success with buying equipment.

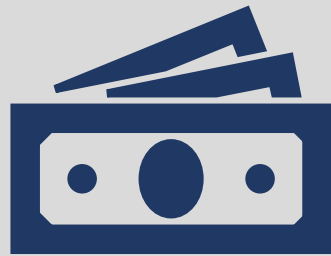
Buy Board is like any other cooperative and prices may vary between cooperatives. We currently compared and found what appears to be significant savings through another cooperative.



The Sheriff's Association has a procurement board that is a cooperative throughout the state. The new bids will be available November 1<sup>st</sup>, 2022.

The equipment on the board includes vehicles that are both police rated or general purpose. The board is separated into regions based on the vendor and purchaser's location.





TIPS and the Buy Board currently don't have any fees associated with them. Vendors are likely paying fees to be part of the cooperative.

The Sheriff's Procurement program charges \$350 for each purchase that is made through the program. The cost is upfront rather than built into vendor costs.

# Questions?





## Public Works

## ITEM 4.10

Eric Belaj  
City Engineer  
(512)-756-2402  
ebelaj@cityofburnet.com

### Action

**Meeting Date:** October 25, 2022

**Agenda Item:** Discuss and consider action: Methodology for determination of street repair processes. Eric Belaj

**Background:** The City staff has been working on creating a street rehabilitation plan. The steps undertaken so far have been to survey streets, determine damage levels, assign pavement rehabilitation type, determine drainage issues and mitigation, along with creating project estimates.

**Information:** Staff needs some guidance from council as what streets a higher priority when compared to similar streets and condition.

**Fiscal Impact:** N/A

**Recommendation:** To be presented with agenda item.

# STREET REHAB PLAN



# STREET REHAB PLAN

*THINGS TO CONSIDER*

*Pavement Rating*

WHAT IS IMPORTANT TO COUNCIL?



# STREET REHAB PLAN

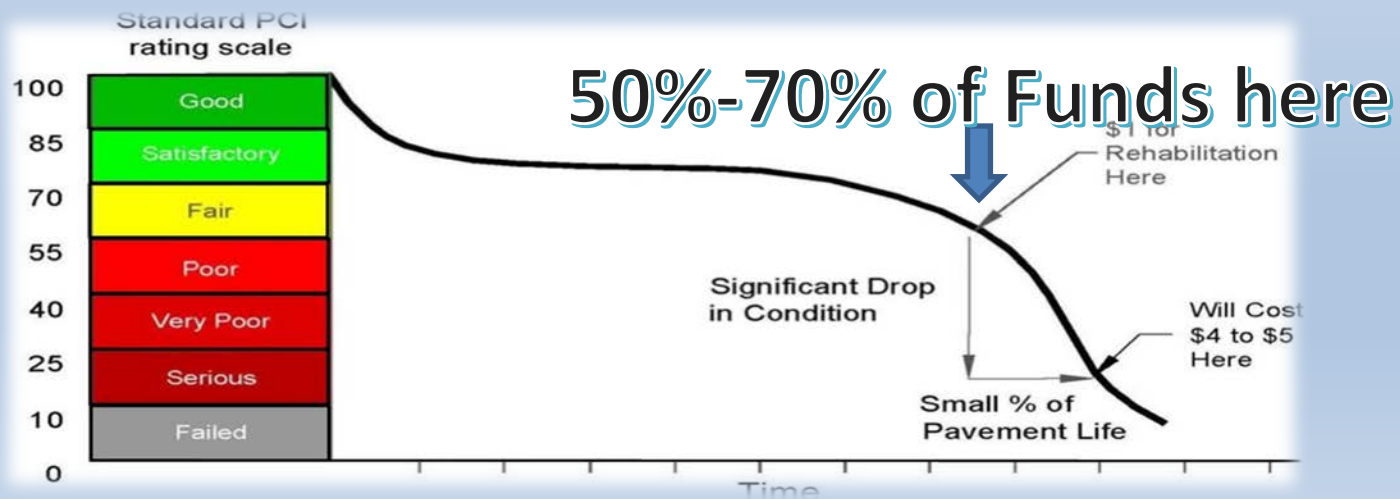
THINGS TO CONSIDER

## *Best Practices: Not Spend Much Time on Few Streets*

Over 700 street segments were surveyed by IWORQ. All variable lengths. 555 OF THOSE BELONG TO THE CITY

City owns 44.9 Miles of Roadway or 734,726 square yards of pavement.  
Like driving from Burnet to Blanco or from here to Killeen; a handful of guys that maintain it.

- Rehab must start when pavement is still in a Fair Condition



# STREET REHAB PLAN

## THINGS TO CONSIDER

### *What has been done recently?*

---

Separated city owned streets from others such as TxDOT, County, or Private.

---

Re-Surveyed all streets and determine proper condition.

---

Identified in-house prep. Work to be done prior to full rehab

---

Determined best rehab types based on material availability, contractor specialty, in-house capability, and cost.

---

Created cost estimate for each street segment.

---

Working on ranking matrix.

---

Working on Final Report

# STREET REHAB PLAN

THINGS TO CONSIDER

*What is needed?*

Home Reporting - iworq.com

iworq.net/iworq/Reporting/RunReport.aspx?runid=1887937&runname=u58238.rdlc&color=f1f1f1#Pbe6abfdd6190451d931ce01b3046d28d\_4\_861T2

Segment ID	Road Name	From Address	To Address	Length (ft)	Width (ft)	Area yd^2	Curb	Ownership	1. Pvmt Prep	2. Pvmt Prep	3. Drainage Work	4. Drainage Work	Scheduled Rehab	Calculated PCI	iWorQ RSL	PRR	Ranking Justification	Recommended Treatment	Recommended Treatment Cost
656	John Hoover Parkway	US 281	Industrial Street	1460	27	4380.00	Yes	City	02. Crack Seal	01. N/A	01. N/A	01. N/A		85	14			Reclamite	\$6,570.00
652	Industrial Street	John Hoover Parkway	John Kelly Street	735	25	2041.67	No	City	07. Pvmt Cut-Outs	05. Curb Edge Trmt	05. Ditch Work	03. Curb/Gutter		61	6			Thin Overlay	\$36,750.00
651	John Hoover Parkway	Industrial Street	Railroad	480	27	1440.00	Yes	City	02. Crack Seal	01. N/A	01. N/A	01. N/A		85	8			Reclamite	\$2,160.00
648	Oak Vista Drive	Louise Lane Drive	Scenic Oaks Drive	1024	22	2446.22	No	City	08. Base Cut-Outs	04. Pvmt Edge Trmt	01. N/A	01. N/A		76	6			Fog Seal	\$7,338.67
645	John Kelly Street	Industrial Street	US 281	905	28	2815.56	Yes	City	02. Crack Seal	01. N/A	05. Ditch Work	01. N/A		85	14			Reclamite	\$4,223.33
644	Industrial Street	John Kelly Street	Sure Cast Road	1066	25	2961.11	Yes	City	07. Pvmt Cut-Outs	04. Pvmt Edge Trmt	01. N/A	01. N/A		61	6			Thin Overlay	\$53,300.00
641	Sure Cast Road	END	Industrial Street	425	25	1180.56	Yes	City	07. Pvmt Cut-Outs	04. Pvmt Edge Trmt	01. N/A	01. N/A		61	6			Thin Overlay	\$21,250.00
640	Sure Cast Road	Industrial Street	US 281	493	24	1314.67	Yes	City	10. Full Depth Repair	12. Other	01. N/A	01. N/A		43	0			Full Depth Repl	\$32,866.67
638	Kate Craddock	END	END	390	60	2600.00	Yes	City	04. Pvmt Edge Trmt	12. Other	01. N/A	01. N/A		61	6			Thin Overlay	\$46,800.00
637	Kate Craddock	US 281	END	275	43	1313.89	No	City	04. Pvmt Edge Trmt	01. N/A	05. Ditch Work	06. Headwall Repair		61	6			Thin Overlay	\$23,650.00
635	Repro Drive	S Water Street	END	880	43	4204.44	No	City	07. Pvmt Cut-Outs	04. Pvmt Edge Trmt	02. Culvert Work	05. Ditch Work		61	6			Thin Overlay	\$75,680.00
634	Kate Craddock	END	END	198	60	1320.00	No	City	09. ASPH Level-Up	04. Pvmt Edge Trmt	01. N/A	01. N/A		61	8			Thin Overlay	\$23,760.00
632	Ellen Halbert Drive	Houston Clinton Drive	END	1563	23	3994.33	No	City	04. Pvmt Edge Trmt	07. Pvmt Cut-Outs	02. Culvert Work	05. Ditch Work		61	6			Chip Seal	\$23,966.00
631	Houston Clinton Drive	Ellen Halbert Drive	S Water Street	5536	27	16608.00	No	City	07. Pvmt Cut-Outs	04. Pvmt Edge Trmt	02. Culvert Work	05. Ditch Work		61	2			Chip Seal	\$99,648.00
628	CR 340	Crawford Court	Railroad	860	21	2006.67	No	City	04. Pvmt Edge Trmt	08. Base Cut-Outs	05. Ditch Work	01. N/A		61	2			Thin Overlay	\$36,120.00
627	Crawford Court	CR 340	END	388	24	1034.67	Yes	City	02. Crack Seal	01. N/A	01. N/A	01. N/A		85	20			Reclamite	\$1,552.00
622	Westfall Street	Ellis Court	CR 330	480	26	1386.67	Yes	City	07. Pvmt Cut-Outs	02. Crack Seal	05. Ditch Work	01. N/A		85	6			Reclamite	\$2,080.00
621	Valley Street	Pierce Street	END	371	20	824.44	No	City	10. Full Depth Repair	12. Other	02. Culvert Work	05. Ditch Work		61	0			Chip Seal	\$4,946.67
620	CR 340	Railroad	Railroad	130	20	288.89	No	City	07. Pvmt Cut-Outs	04. Pvmt Edge Trmt	05. Ditch Work	01. N/A		61	6			Thin Overlay	\$5,200.00
618	Pierce Street	Willow Street	Valley Street	1016	33	3725.33	Yes	City	07. Pvmt Cut-Outs	10. Full Depth Repair	08. Erosion Repair	05. Ditch Work		61	6			Chip Seal	\$22,352.00
617	Valley Street	CR 340	Pierce Street	370	20	822.22	No	City	04. Pvmt Edge Trmt	07. Pvmt Cut-Outs	05. Ditch Work	01. N/A		61	6			Chip Seal	\$4,933.33
615	CR 340	Railroad	Boundary Street	63	20	140.00	No	City	04. Pvmt Edge Trmt	07. Pvmt Cut-Outs	05. Ditch Work	01. N/A		61	6			Thin Overlay	\$2,520.00
613	Boundary Street	Willow Street	CR 340	1125	22	2750.00	No	City	04. Pvmt Edge Trmt	08. Base Cut-Outs	02. Culvert Work	05. Ditch Work		61	0			Thin Overlay	\$49,500.00
611	Ellis Court	Sylvan Road	END	860	24	2203.33	Yes	City	07. Pvmt Cut-Outs	02. Crack Seal	01. N/A	01. N/A		85	6			Reclamite	\$3,440.00

# STREET REHAB PLAN

*THINGS TO CONSIDER*

## *Pavement Rating*

Street Matrix Ranking:

1. Classification
2. Proximity
3. Condition Index
4. Known Safety Issues

# STREET REHAB PLAN

THINGS TO CONSIDER

## *Street Proximity Rating*

What important locations do these streets serve?

Street Proximity Rating (0-40 Pts)	
40	Primary Access PD/FD Conn
35	Within 2 blocks of Downtown
30	Connecting Golf Course & Airport
25	Primary Access to Schools
20	Primary Access to Parks/Cemetery/City Hall
15	Secondary Access to PD/FD Conn
10	Secondary Access to Schools Conn
5	Secondary Access to Park/Cemetery

} First Response  
First Impression of  
Visitors/Tourism

In priority order where top streets have higher significance?



# STREET REHAB PLAN

*THINGS TO CONSIDER*

## *Street Class Rating*

Street Matrix Ranking: Does this Make Sense?

Street Class Rating (0-40 Pts)	
40	Major Collector
20	Min. Collector
0	Local Street/Cove

Top to bottom where top streets have higher significance?

# STREET REHAB PLAN

*THINGS TO CONSIDER*

## *Street Condition Rating*

### 3<sup>rd</sup> Ranking Based Road Condition

Street RSL Condition Rating (0-20 Pts)	
20	Routine
20	Preventative RSL 12-20
15	Preventative RSL 8-12
10	Rehabilitation RSL 4-7
5	Reconstruction RSL 0-3

Streets ranked 4 different ways Street Class, Proximity, and Condition and Safety Concerns

# STREET REHAB PLAN

*THINGS TO CONSIDER*

## *Safety Consideration*

4<sup>th</sup> Ranking based on known road safety issues. How severe is the safety issue.

Safety Rating (0-20 Pts)	
20	Major Multiple Locations
15	Minor Multiple Locations
10	Major Isolated Location
5	Minor Isolated Location

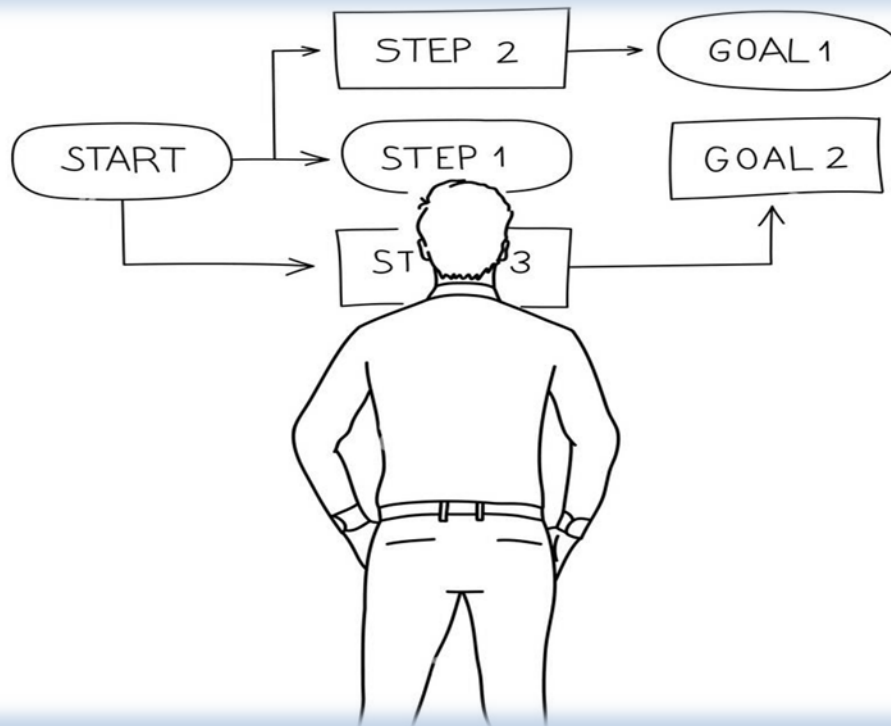
Severity will require some staff judgment calls.

# STREET REHAB PLAN

*Next steps*

## *Pavement Rehab Next Steps*

1. Rank Street Program based on Council Input
2. Prepare Final Report and Council Resolution
3. Strategize with Street Department and Create Seasonal Work
4. Arrange Designs and Bid Documents



# STREET REHAB PLAN



*That's all Folks!*





## Administration

## ITEM 4.11

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

## Action

**Meeting Date:** October 25, 2022

**Agenda Item:** Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF BURNET, TEXAS TAKING ACTION PETITION FOR ANNEXATION OF A 151.11 ACRE TRACT OF LAND LOCATED WEST OF U.S. ROUTE 281 AND SOUTH OF RAMSEY'S WAY; AND AUTHORIZING THE INITIATION OF PROCEEDINGS TO ANNEX THE REAL PROPERTY: D. Vaughn

**Background:** Honey Rock, LLC is the owner of 151.11 acres of real property located west of US Route 281 and south of Ramsey's Way. Pursuant to Texas Local Government Code Chapter 43 Subchapter C-3 the owner submitted a petition for annexation on September 30, 2022. The petitioner plans to develop the property as single-family residential. In accordance with the subdivision ordinance the costs to construct internal streets and drainage; as well as the costs to bring utilities to the development shall be borne by the landowner. Upon annexation, the property will be subject to city ad valorem and eligible to receive city services.

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

**Fiscal Impact** Passage of this resolution shall have no financial impact. Should City Council subsequently approve an annexation ordinance the City would receive the benefit of ad valorem taxes collected but would be burdened with providing city services and maintenance of infrastructure dedicated to the public.

**Recommendation:** Approve and adopt Resolution R2022-79 as presented.

## **RESOLUTION NO. R2022-79**

### **A RESOLUTION OF THE CITY COUNCIL OF BURNET, TEXAS TAKING ACTION PETITION FOR ANNEXATION OF A 151.11 ACRE TRACT OF LAND LOCATED WEST OF U.S. ROUTE 281 AND SOUTH OF RAMSEY'S WAY; AND AUTHORIZING THE INITIATION OF PROCEEDINGS TO ANNEX THE REAL PROPERTY.**

**WHEREAS**, Honey Rock, L.P. , (hereinafter "petitioner") is the owner of 151/11 acres of real property located southwest of the city limits and west of US Route 281, and south of Ramsey's Way (hereinafter the "territory"); and

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

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

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

**Section two. Service Agreement.** Pursuant to Texas Government Code Sec. 43.0672, the City Manager is hereby authorized and directed to negotiate the terms of a service agreement for the territory prior to the date of the public hearing referenced in section three.

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

**Section four. Future City Council Action.** At the conclusion of the Public Hearing, or at a public meeting held on a date thereafter, this Council shall consider the merits of the proposed annexation and take action either to annex, or not annex the above described territory.

**PASSED AND APPROVED** this the 25<sup>th</sup> day of October 2022.

CITY OF BURNET

---

Crista Goble Bromley, Mayor

**ATTEST:**

---

Kelly Dix, City Secretary

## **NOTICE OF PUBLIC HEARING**

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

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

A 151.11-acre tract of land out of Francisco Ybarbo Sr. Survey Abstract No. 1018, and being located west of U. S. Route 281 and south of Ramsey's Way.

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

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

By order of the City Council of the City of Burnet, Texas this the day of December 2022.

CITY OF BURNET

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

**ATTEST:**

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

**PETITION REQUESTING ANNEXATION BY LANDOWNER**

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BURNET, TEXAS:

Whereas, the land that is the subject to this petition is an approximately 151.11-acre tract of land out of FRANCISCO YBARBO SR. SURVEY, Abstract No. 1018, and being a part of the remainder of called 670.36-acre tract of land described as Tract 1 by deed to Honey Rock, L.P., Burnet County, Texas and is more fully described the metes and bounds and survey attached hereto as **Exhibit "A"**; and

Whereas, HONEY ROCK, L.P., is the fully vested owner of the land; and the undersigned is a General Partner of the owner authorized to file this petition; NOW THEREFORE:

The City of Burnet is hereby petitioned and requested to extend the present City Limits so as to include as part of the City the land described in Exhibit "A".

The undersigned petitioner avers as to the following:

- (1) The recitals to this petition are true and correct;
- (2) The land is located contiguous and adjacent to the city of Burnet's existing corporate limits;
- (3) The land is less than one mile in width; and
- (4) The land is vacant and without residents.

The undersigned petitioner asks this petition to be placed on the first available agenda of city council pursuant to Texas Government Code Chapter 43 Subchapter C-3 (entitled "Annexation on Request of Owners") or such other law that will facilitate the expeditious annexation of the land.

**OWNER**

HONEY ROCK, LP, a Texas limited partnership

By: HRR General Partner, LLC, a Texas limited liability company

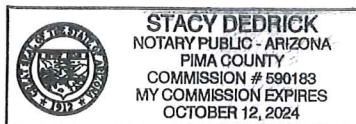
Its: General Partner

By:   
Louis B. Christensen, Manager

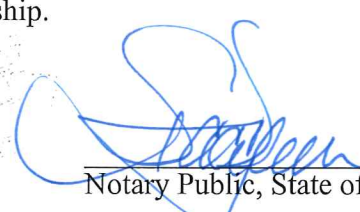
(ACKNOWLEDGEMENT)

STATE OF ARIZONA §  
COUNTY OF Pima §

This instrument was acknowledged before me on the 27<sup>th</sup> day of SEPTEMBER, 2022 by Louis B. Christensen, Manager of HRR General Partner, LLC a Texas limited liability company, general partner of HONEY ROCK, LP, a Texas limited partnership.



(Personalized Seal)

  
Notary Public, State of Texas ARIZONA



# EXHIBIT A

## FIELD NOTES 151.11 ACRES BURNET COUNTY, TEXAS

**BEING** 151.11 acres of land out of the FRANCISCO YBARBO SR. SURVEY, Abstract No. 1018, Burnet County, Texas, and being a part of the remainder of a called 670.36 acre tract of land described as Tract 1 by a deed to HONEY ROCK, LP, a Texas limited partnership, recorded in Volume 1458, Page 346, OPRBC (Official Public Records of Burnet County, Texas), and being more particularly described by metes and bounds as follows:

**BEGINNING** at a 60D nail found at a fence corner in the south boundary line of said Tract 1, being at the northwest corner of a called 10.942 acre tract of land described in a deed to ROBERT L. CALDWELL and wife, JUDITH A. CALDWELL, recorded in Volume 849, Page 322, OPRBC, and being at the northeast corner of a called 25.174 acre tract of land described in a deed to the CALLAWAY-REMINGTON FAMILY TRUST, recorded in Document No. 2016-06233, OPRBC, for the southwest corner of the annexed portion of said Tract 1 and for the southeast corner of this tract;

**THENCE** S 70°45'14" W, 600.00 feet, with the south boundary line of said Tract 1 and along the north boundary line of said 25.174 acre tract, to an iron rod found;

**THENCE** S 70°46'54" W, 491.89 feet, continuing with the south boundary line of said Tract 1 and north boundary line of said 25.174 acre tract, to an iron rod found at the southeast corner of a called 67.82 acre tract of land described in a deed to MICKEY E. & ALISHA L. RICHNOW, recorded in Document No. 2012-06158, OPRBC, for the most southerly corner of this tract;

**THENCE** with the common boundary line of the remainder of said Tract 1 and said 67.82 acre tract, for the following calls:

1. N 14°28'14" W, 937.47 feet, to a capped iron rod found;
2. N 66°34'46" W, 2407.02 feet, to a 3-inch iron fence post at the northwest corner of said 67.82 acre tract and being in the east boundary line of a called 78.00 acre tract of land described in a deed to WILLIAM H. & CHRISTINE M. MCCARTNEY TRUSTEES, recorded in Document No. 2017-01962, OPRBC;

**THENCE** N 20°57'51" W, 594.85 feet, with the west boundary line of said Tract 1 and along the east boundary line of said 78.00 acre tract, to a cotton spindle found at the northeast corner of said 78.00 acre tract and being at the southeast corner of a called 16.28 acre tract of land described in a deed to RICK & RHONDA COLEMAN FAMILY TRUST, recorded in Document No. 2019-12715, OPRBC, for the most westerly corner of this tract;

**THENCE** N 05°18'13" E, 689.00 feet, continuing with the west boundary line of said Tract 1 and along the east boundary line of said 16.28 acre tract, to a cotton spindle found at the northeast corner of said 16.28 acre tract and being in the south boundary line of a called 43.39 acre tract of land described in a deed to RICK & RHONDA COLEMAN FAMILY TRUST, recorded in Document No. 2019-09218, OPRBC, for the most northwesterly corner of this tract;

**THENCE** N 76°19'34" E, 2413.76 feet, with the north boundary line of said Tract 1 and along the south boundary line of said 43.39 acre tract, to a calculated point in the middle of a creek, from which a capped iron rod found for reference bears S 76°19'34 W, 50.13 feet;

**THENCE** along the approximate centerline of said creek, with the common boundary line of the remainder of said Tract 1 and said 43.49 acre tract, for the following calls:

1. N 11°16'38" E, 231.27 feet, to a calculated point;
2. N 47°34'17" E, 121.45 feet, to a calculated point;
3. N 86°00'10" E, 99.62 feet, to a calculated point;
4. S 46°53'37" E, 140.96 feet, to a calculated point;
5. S 75°02'02" E, 106.18 feet, to a calculated point;
6. S 88°08'34" E, 203.09 feet, to a calculated point;
7. N 85°24'47" E, 172.17 feet, to a calculated point;

# EXHIBIT A

8. N 75°05'55" E, 261.57 feet, to a calculated point;
9. N 45°50'03" E, 136.93 feet, to a calculated point;
10. N 15°32'13" E, 169.68 feet, to a cotton spindle found;
11. N 39°31'25" E, 89.16 feet, to a cotton spindle found;
12. N 01°20'22" E, 108.83 feet, to a cotton spindle found;
13. N 29°22'12" W, 207.75 feet, to an iron rod found at the southwest corner of HONEY ROCK RANCH PHASE TWO, an addition to the City of Burnet recorded in Document No. 2022-02743, OPRBC,

**THENCE** N 63°57'32" E, 103.29 feet, with the common boundary line of the remainder of said Tract 1 and said HONEY ROCK RANCH PHASE TWO, to a calculated point for the northwest corner of the said annexed portion of Tract 1 and for the northeast corner of this tract, from which a capped iron rod found bears N 63°57'32" E, 447.98 feet;

**THENCE** across and upon said Tract 1, with the west boundary line of said annexed portion of Tract 1, for the following calls:

1. S 39°21'07" E, 53.48 feet, to a calculated point;
2. S 29°23'00" E, 189.29 feet, to a calculated point;
3. S 03°28'24" W, 173.85 feet, to a calculated point;
4. S 25°35'28" W, 225.46 feet, to a calculated point;
5. S 43°13'29" W, 217.73 feet, to a calculated point;
6. S 77°22'57" W, 472.62 feet, to a calculated point;
7. N 83°27'01" W, 312.01 feet, to a calculated point;
8. N 56°30'40" W, 177.17 feet, to a calculated point;
9. S 87°11'00" W, 30.31 feet, to a calculated point;
10. S 52°21'53" W, 24.22 feet, to a calculated point;
11. S 28°06'46" W, 37.06 feet, to a calculated point;
12. S 10°03'08" W, 454.18 feet, to a calculated point;
13. S 02°26'34" W, 178.71 feet, to a calculated point;
14. S 09°11'08" E, 224.46 feet, to a calculated point;
15. S 33°03'04" W, 143.62 feet, to a calculated point;
16. S 03°13'50" E, 569.06 feet, to a calculated point;
17. S 26°17'31" E, 127.51 feet, to a calculated point;
18. N 68°24'10" E, 120.05 feet, to a calculated point;
19. N 89°08'28" E, 131.07 feet, to a calculated point;
20. S 55°04'57" E, 140.55 feet, to a calculated point;
21. S 15°27'13" E, 141.54 feet, to a calculated point;
22. S 06°08'40" E, 224.87 feet, to a calculated point;
23. S 10°25'29" E, 175.49 feet, to a calculated point;
24. S 24°15'06" E, 314.10 feet, to a calculated point;
25. S 20°30'02" E, 232.45 feet, to a calculated point;
26. S 60°19'22" E, 277.37 feet, to a calculated point;
27. S 46°12'14" E, 181.72 feet, to a calculated point;
28. S 23°28'32" E, 379.06 feet, to a calculated point;
29. S 04°14'26" W, 153.90 feet, to the **POINT OF BEGINNING** and containing **151.11 acres of land**, more or less.

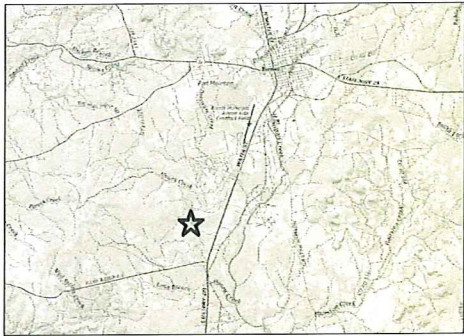
## NOTES:

The bearings recited herein are grid bearings derived from GPS observations based on the NAD 1983 (2011 datum) State Plane Coordinate System, Texas Central Zone (4203). All distances are horizontal ground distances. The average Combined Correction Factor (CCF) is 1.0001630.

Luther E. Frobish 09/19/2022  
Luther E. Frobish  
Registered Professional Land Surveyor  
State of Texas No. 6200







VICINITY MAP (not to scale)

CALLLED 104.22 ACRES  
RICK & RHONDA COLEMAN  
FAMILY TRUST  
DOC. #2019-09218  
AUG. 2019

CALLLED 43.39 ACRES  
RICK & RHONDA COLEMAN  
FAMILY TRUST  
DOC. #2019-09218  
AUG. 2019

HONEY ROCK RANCH  
PHASE TWO  
DOC. #2022-02743  
FEB. 2017



**EXHIBIT "A" SURVEY MAP**  
BEING 151.11 ACRES OUT OF THE FRANCISCO YBARBO SR.  
SURVEY, ABSTRACT NO. 1018, BURNET COUNTY, TEXAS,  
AND BEING A PART OF THE REMAINDER OF A CALLED  
670.36 ACRE TRACT OF LAND DESCRIBED AS TRACT 1 BY A  
DEED TO HONEY ROCK, LP, A TEXAS LIMITED  
PARTNERSHIP, RECORDED IN VOLUME 1458, PAGE 346,  
OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS.

**SURVEYOR'S NOTES:**

- The bearings recited hereon are grid bearings derived from GPS observations based on the NAD83(2011) State Plane Coordinate System, Texas Central Zone No. 4203. All distances are horizontal surface distances. The Combined Correction Factor (CCF) = 1.0001630. For grid values apply a CCF of 0.9998370.
- Part of this tract is shown to be within Zone "A" (Special Flood Hazard Area), per FEMA's Flood Insurance Rate Map (FIRM) for Burnet County, Texas, panel number 48053C0460G, effective date of 11/01/2019. This does not imply that this tract will, or will not flood, nor does it create any liability in such event on the part of this surveyor.
- There are no visible encroachments or conflicts, except as shown or noted hereon.
- This survey is for the exclusive purpose of annexation by the City of Burnet, Texas and may not be used or reproduced for any other purpose.

**LINE TABLE:**

LINE	BEARING	DISTANCE
L1	N 11°16'38" E	231.27'
L2	N 47°34'17" E	121.45'
L3	N 86°00'10" E	99.62'
L4	S 46°53'37" E	140.96'
L5	S 75°02'02" E	106.18'
L6	S 88°08'34" E	203.09'
L7	N 85°24'47" E	172.17'
L8	N 75°05'55" E	261.57'
L9	N 45°50'03" E	156.93'
L10	N 15°32'13" E	169.68'
L11	N 39°31'25" E	89.16'
L12	N 01°20'22" E	108.83'
L13	N 29°22'12" W	207.75'
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L31	S 26°17'31" E	127.51'
L32	N 68°24'10" E	120.05'
L33	N 89°08'28" E	131.07'
L34	S 55°04'57" E	140.55'
L35	S 15°27'13" E	141.54'
L36	S 06°08'40" E	224.87'
L37	S 10°25'29" E	175.49'
L38	S 24°13'06" E	314.10'
L39	S 20°30'02" E	232.45'
L40	S 60°19'22" E	277.37'
L41	S 46°12'14" E	181.72'
L42	S 23°28'32" E	379.06'
L43	S 04°14'26" W	153.90'

**SURVEYOR'S CERTIFICATE**

I, the undersigned, Registered Professional Land Surveyor, in the State of Texas, do hereby certify to the best of my knowledge and belief, that this map is true and correct, that it was prepared from an actual survey of the property made on the ground, and that all boundary survey monuments are correctly shown thereon.

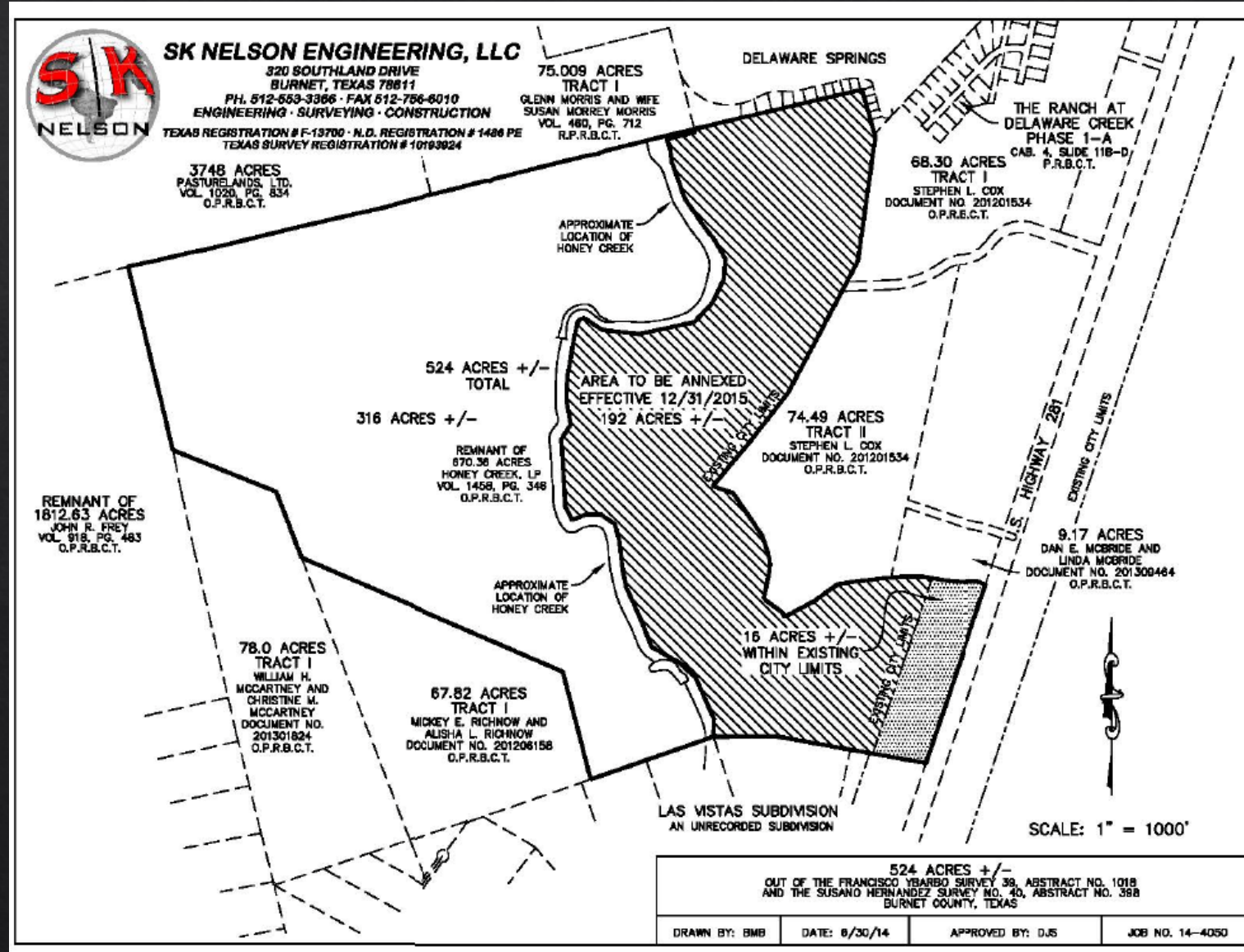
*Luther E. Frobish* 09/19/2022  
Luther E. Frobish  
Registered Professional Land Surveyor  
State of Texas No. 6200



# Honey Rock Annexation Request

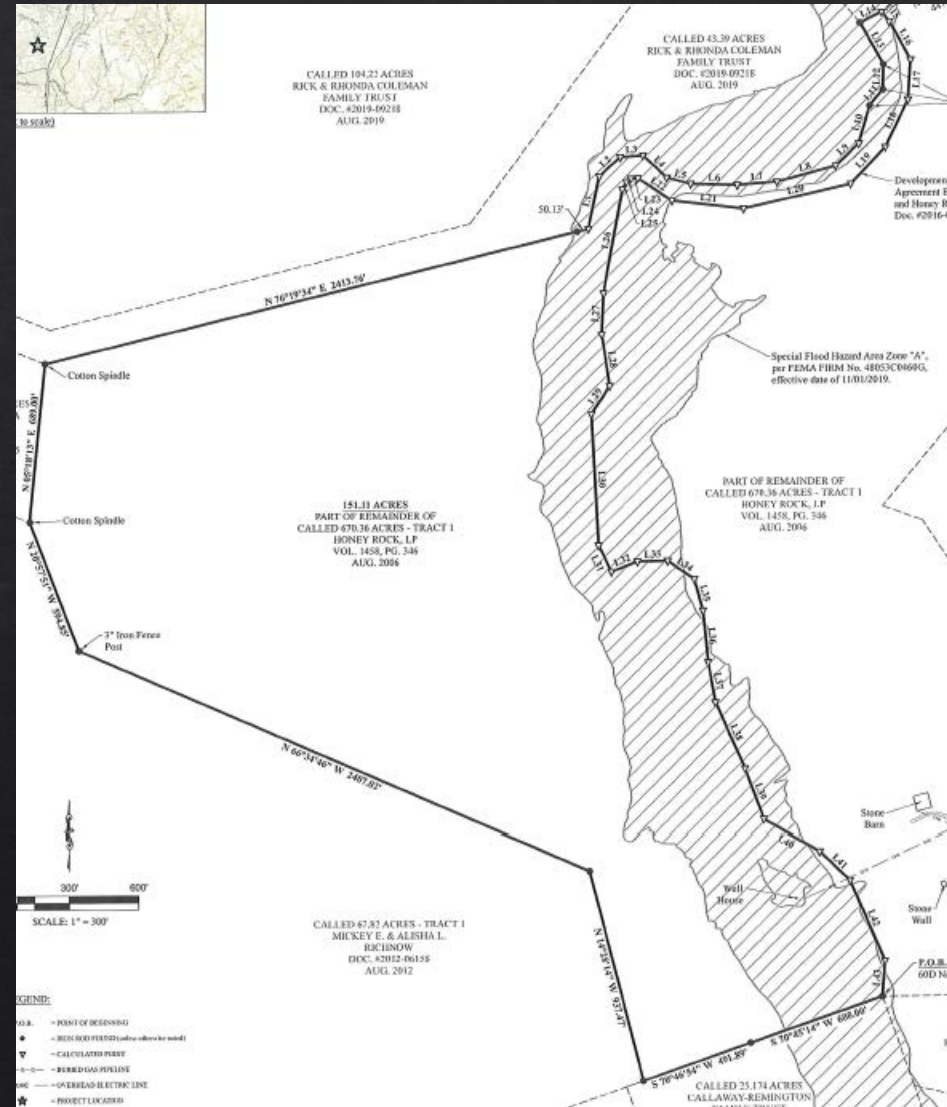


# Original Annexation





# Requested Annexation









## Administration

## ITEM 5.1

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

## Action

**Meeting Date:** October 25, 2022

**Agenda Item:** Executive Session: The Council reserves the right to enter into closed session in accordance with the provision of the Open Meetings Act, Texas Government Code, Chapter 551, Subsection 551.087; Deliberation Regarding Economic Development Negotiations-Entegris: D. Vaughn

**Background:**

**Information:**

**Fiscal Impact:**

**Recommendation:** To be determined by Council.



## Administration

## ITEM 6.1

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

## Action

**Meeting Date:** October 25, 2022

**Agenda Item:** Discuss and consider action: Regarding economic development negotiations with Entegris: D. Vaughn

**Background:**

**Information:** This executive session is to receive information from Entegris regarding their request for economic incentives.

**Fiscal Impact:** To be determined

**Recommendation:** No action is requested at this time.