



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

Notice is hereby given that a **Regular Council Meeting** will be held by the governing body of the above named City on the **23rd day of January, 2018** at **6:00 p.m.** in the Council Chambers, Burnet Municipal Airport, 2402 S. Water, Burnet, at which time the following subjects will be discussed, to-wit:

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

CALL TO ORDER:

INVOCATION:

PLEDGE OF ALLEGIANCE:

PLEDGE TO TEXAS FLAG:

1. PUBLIC RECOGNITION/SPECIAL REPORTS:

1.1) Chamber of Commerce Report

1.2) City of Burnet Municipal Court Quarterly Report: Judge Peggy Simon

2. CONSENT AGENDA ITEMS:

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

2.1) Approval of the January 9, 2018 Council Workshop Meeting minutes

2.2) Approval of the January 9, 2018 Regular Council Meeting minutes

3. PUBLIC HEARINGS:

3.1) The City Council will conduct a public hearing regarding the proposed annexation of 1.874 acres of land situated in Burnet County, Texas, out of the Eugenio Perez Survey No. 41, Abstract No. 672, the Lemuel Taylor Survey No. 8, Abstract No. 800, and the Sam Hazlott Survey No. 6, Abstract No. 401, also being out of the occupied right-of-way of Burnet County Road No. 340-A, Burnet County, Texas, and further described as being the 100 through 400 blocks of John W.

Hoover Parkway: E. Milliorn

4. ACTION ITEMS:

4.1) Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AMENDING CODE OF ORDINANCES CHAPTER 98–SUBDIVISIONS BY ADOPTING A NEW SECTION 98-9 – CONSTRUCTION STANDARDS MANUAL; REPEALING ORDINANCES IN CONFLICT; PROVIDING SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; PROVIDING AN OPEN MEETINGS CLAUSE; AND PROVIDING FOR RELATED MATTERS: G. Courtney

4.2) Discuss and consider action: A RESOLUTION OF THE CITY OF BURNET, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON MAY 5, 2018, TO ELECT THREE CITY COUNCIL MEMBERS; ESTABLISHING THE ELECTION PROCEDURE; AND PROVIDING FOR RELATED MATTERS: K. Dix

UNA RESOLUCIÓN DE LA CIUDAD DE BURNET, TEXAS, ORDENANDO UNA ELECCIÓN GENERAL A LLEVARSE A CABO EL 5 DE MAYO DE 2018, PARA ELEGIR EL TRES MIEMBROS DEL CONSEJO (CONCEJALES); ESTABLECIENDO LOS PROCEDIMIENTOS PARA LA ELECCIÓN; Y PROVEYENDO OTROS ASUNTOS RELACIONADOS.

4.3) Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AMENDING CHAPTER 2, ARTICLE II, SECTION 2-27 OF THE CODE OF ORDINANCES IN ITS ENTIRETY; PROVIDING A SEVERABILITY CLAUSE PROVIDING AN EFFECTIVE DATE AND AN OPEN MEETINGS CLAUSE; AND PROVIDING FOR RELATED MATTERS: D.VAUGHN

4.4) Discuss and consider action: Authorization for the City Manager to execute a contract for the sale of 1.409 acres of land located near the intersection of Industrial Blvd. and CR 340A, described as Lot 1 of the Lemual Taylor Survey: D. Vaughn

4.5) Discuss and consider action: Authorization to re-instate the part time shift for EMS personnel: M. Ingram

4.6) Discuss and consider action: FIRST READING OF AN ORDINANCE ORDERING A SPECIAL ELECTION TO BE HELD ON THE QUESTION OF THE ADOPTION OF AMENDMENTS TO THE CHARTER OF THE CITY OF BURNET; DESIGNATING MAY 5, 2018 AS THE DATE OF THE SPECIAL ELECTION; PRESCRIBING THE FORM OF THE BALLOT; DESIGNATING THE POLLING PLACE; PROVIDING FOR THE METHOD OF VOTING; PROVIDING FOR ABSENTEE VOTING; PROVIDING FOR NOTICE OF THE ELECTION; AND PROVIDING AN EFFECTIVE DATE: K. Dix

UNA ORDENANZA DE ORDENAR UNA ELECCIÓN ESPECIAL QUE SE CELEBRARÁ EN LA CUESTIÓN DE LA ADOPCIÓN DE ENMIENDAS A LA

CONSTITUCIÓN DE LA CIUDAD DE BURNET; DESIGNACIÓN DE 5 DE MAYO DE 2018 COMO FECHA DE LA ELECCIÓN ESPECIAL; PRESCRIPCIÓN DE LA FORMA DE LA BOLETA; DESIGNAR EL LUGAR DE VOTACIÓN; PROPORCIONAR PARA EL MÉTODO DE VOTACIÓN; PREVENIR AUSENTE VOTACIÓN; PROPORCIONAR PARA LA NOTIFICACIÓN DE LA ELECCIÓN; Y PROPORCIONAR UNA FECHA EFECTIVA: K. Dix

4.7) Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE 2017-18; THE ORIGINAL BUDGET ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017, AND ENDING SEPTEMBER 30, 2018, FOR THE CITY OF BURNET, TEXAS, FUNDING ACCOUNTS IN BUDGET DUE TO UNFORESEEN SITUATIONS; CONTAINING FINDINGS; PROVIDING FOR SAVINGS AND SEVERABILITY: C. MAXWELL

5. REPORTS:

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

5.1(A.1) Economic Development Corporation Update Report: E. Milliorn

5.1 (B.3) December 2017 Financial Reports: P. Langford

5.1(E.3) Police Department K-9 Report: P. Nelson

6. REQUESTS FROM COUNCIL FOR FUTURE REPORTS:

7. ADJOURN:

Dated this 19th day, of January, 2018

CITY OF BURNET

CRISTA GOBLE BROMLEY, MAYOR

I, the undersigned authority, do hereby certify that the above NOTICE OF MEETING of the governing body of the above named City, BURNET, is a true and correct copy of said NOTICE and that I posted a true and correct copy of said NOTICE on the bulletin board, in the City Hall of said City, BURNET, TEXAS, a place convenient and readily accessible to the general public at all times, and said NOTICE was posted on January 19, 2018, at or before 5 o'clock p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

Kelly Dix, City Secretary

NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS:

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

RIGHT TO ENTER INTO EXECUTIVE SESSION:

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

CITY OF BURNET
MUNICIPAL COURT REPORT
For the Quarter Ended 12/31/17

	Oct-17	Nov-17	Dec-17	TOTAL
NEW CASES FILED	139	57	62	258
TOTAL CASES ON DOCKET	419	351	327	327

WARRANTS ISSUED	20	39	48	107
WARRANTS CLOSED	23	20	19	62

TRIALS	0	0	0	0
JUVENILE DOCKETS	0	0	0	0

COLLECTIONS		\$ 22,302.10	\$ 13,960.79	\$ 14,141.92	\$ 50,404.81
KEPT BY CITY		\$ 14,353.77	\$ 9,083.80	\$ 8,977.35	\$ 32,414.92
REMITTED TO STATE		\$ 7,948.33	\$ 4,876.99	\$ 5,164.57	\$ 17,989.89

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

On this the 9th day of January, 2018, the City Council of the City of Burnet convened in Workshop Session, at 5:00 p.m. at the Council Chambers, Burnet Municipal Airport, 2402 S. Water Street, Burnet, TX thereof with the following members present, to-wit:

Mayor Pro Tem Milton Phair

Absent Mayor Crista Goble Bromley, Council Member Danny Lester

Council Members Paul Farmer, Tres Clinton, Joyce Laudenschlager, Cindia Talamantez

City Manager David Vaughn

City Secretary Kelly Dix

Guests: James B. Wilson, Mark Lewis, Evan Milliron, Gene Courtney, Mark Ingram, Patricia Langford, Paul Nelson, Connie Maxwell, Alan Burdell, Kenneth Graham, Calib Williams, Mary Jane Shanes,

Call to Order: Mayor Pro Tem Milton Phair called the meeting to order at 5:00 p.m.

City Charter proposed changes: D. Vaughn: City Manager David Vaughn reviewed the proposed changes to the City of Burnet Charter compiled by the 2017-2018 Charter Committee. Each section was reviewed in its entirety and all questions pertaining to proposed changes were answered by the Charter Review Committee.

Adjourn: There being no further business the workshop was adjourned at 5:52 p.m.

Milton Phair, Mayor Pro Tem

ATTEST:

Kelly Dix , City Secretary

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

On this the 9th day of January, 2018, the City Council of the City of Burnet convened in Regular Session, at 6:00 p.m., at the regular meeting place thereof with the following members present, to-wit:

Mayor Pro Tem	Milton Phair
Absent	Mayor Crista Goble Bromley, Council Member Danny Lester
Council Members	Paul Farmer, Tres Clinton, Joyce Laudenschlager, Cindia Talamantez
City Manager	David Vaughn
City Secretary	Kelly Dix

Guests: James B. Wilson, Mark Lewis, Evan Milliron, Gene Courtney, Mark Ingram, Patricia Langford, Paul Nelson, Connie Maxwell, Alan Burdell, Craig Lindholm

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

INVOCATION: Council Member Paul Farmer

PLEDGE OF ALLEGIANCE: Council Member Tres Clinton

PLEDGE TO TEXAS FLAG: Council Member Tres Clinton

PUBLIC RECOGNITION/SPECIAL REPORTS: None.

CONSENT AGENDA ITEMS:

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

Approval of the December 12, 2017 Regular Council Meeting minutes

Approval of the December 12, 2017 Council Workshop Meeting minutes

Council Member Joyce Laudenschlager moved to approve the consent agenda as presented.

Council Member Tres Clinton seconded, the motion carried unanimously.

PUBLIC HEARING: None.

ACTION ITEMS:

Discuss and consider action: Authorization of grant application to the LCRA Community Development Partnership Program for improvements to Live Oak Park: E. Milliorn: Council Member Paul Farmer moved to authorize the City Manager to execute the submission of a grant application to the LCRA Community Development Partnership Program for improvements to Live Oak Park. Council Member Cindia Talamantez 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 98-SUBDIVISIONS BY ADOPTING A NEW SECTION 98-9 – CONSTRUCTION STANDARDS MANUAL; REPEALING ORDINANCES IN CONFLICT; PROVIDING SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; PROVIDING AN OPEN MEETINGS CLAUSE; AND PROVIDING FOR RELATED MATTERS: G. Courtney: Council Member Joyce Laudenschlager made a motion to approve the first reading of Ordinance No. 2018-01 as presented. Council Member Tres Clinton seconded, the motion carried unanimously.

Discuss and consider action: The City Council of the City of Burnet, in accordance with Code of Ordinances, Chapter 22, Article IV, Sections 22-81 and 22-82, will convene as the Board of

Appeals for the purpose of hearing a request to stay, until March 10, 2018, any action on the July 25, 2017 Board of Appeals order to demolish or repair structures located at 1407 North Water Street: M. Lewis: Council Member Tres Clinton moved to approve the request to stay, until March 10, 2018 any action on the July 25, 2017 Board of Appeals order to demolish or repair structures located at 1407 North Water Street. Council Member Paul Farmer seconded, the motion carried unanimously.

Discuss and consider action: Authorization to file Burnet Industrial Park, Section 2 Minor Plat: M. Lewis: Council Member Joyce Laudenschlager made a motion to authorize the filing of the Burnet Industrial Park, Section 2 Minor Plat as presented. Council Member Paul Farmer seconded, the motion carried unanimously.

REPORTS: None.

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

REQUESTS FROM COUNCIL FOR FUTURE REPORTS: None.

ADJOURN: There being no further business a motion to adjourn was made by Council Member Joyce Laudenschlager at 6:16 p.m., seconded by Council Member Paul Farmer. The motion carried unanimously.

ATTEST:

Milton Phair, Mayor Pro Tem

Kelly Dix, City Secretary



Administration

ITEM 3.1

Evan Milliorn
Administrative Services
(512) 715 - 3200
emilliorn@cityofburnet.com

Agenda Item Brief

Meeting Date: January 23, 2018

Agenda Item: Public Hearing: The City Council will conduct a public hearing regarding the proposed annexation of 1.874 acres of land situated in Burnet County, Texas, out of the Eugenio Perez Survey No. 41, Abstract No. 672, the Lemuel Taylor Survey No. 8, Abstract No. 800, and the Sam Hazlott Survey No. 6, Abstract No. 401, also being out of the occupied right-of-way of Burnet County Road No. 340-A, Burnet County, Texas, and further described as being the 100 through 400 blocks of John W. Hoover Parkway: E. Milliorn

Background: This is the first of two public hearings annexation John W. Hoover Parkway (See Exhibit A). The second public hearing will be conducted on February 13, 2018.

Information: On December 21, 2017, the City mailed certified notice of the January 23 public hearing to the ten owners of property abutting the right-of-way to be annexed. Notice was also provided to those public entities that must be notified under State Law. Notice was also published in the Burnet Bulletin on January 10, 2018.

Any party wishing to protest the proposed annexation may do so in writing. Saturday, January 20 is the last day on which such a protest may be filed.

As of January 18, 2018, the date on which this report is being prepared, staff has not received comments of any kind regarding the proposed annexation.

The purpose of this hearing is solely to take public comment. No other City Council action is required at this time.

Fiscal Impact: None.

Recommendation: Conduct the first public hearing. No action at this time.

EXHIBIT A
John W Hoover Parkway Location





Public Works

ITEM 4.1

Gene Courtney
Director of Public Works
512-756-2402
gcourtney@cityofburnet.com

Agenda Item Brief

Meeting Date: January 23, 2018

Agenda Item: Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AMENDING CODE OF ORDINANCES CHAPTER 98 – SUBDIVISIONS BY ADOPTING A NEW SECTION 98-9 – CONSTRUCTION STANDARDS MANUAL; REPEALING ORDINANCES IN CONFLICT; PROVIDING SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; PROVIDING AN OPEN MEETINGS CLAUSE; AND PROVIDING FOR RELATED MATTERS.

Background: The City's Construction Standards Manual establishes specific standards for the design, materials and construction of public infrastructure. Public infrastructure covered by the manual includes, public streets, and the City's water/wastewater system.

The current manual has been in use since 2010. Code of Ordinances Chapter 98 references the manual, but does not formally adopt it.

The attached ordinance formally adopts the standards with revisions that have been incorporated into Chapter 2.

Information: Section 2 of the Construction Manual establishes public street design and construction standards. The revisions incorporated into the manual update road construction specifications in areas such as base thickness and density standards. A redlined copy of Section 2 that highlights all proposed changes is attached and follows this report.

There have been no changes to the ordinance since the first reading on January 9, 2018

Fiscal Impact: None.

Recommendation: Approve and adopt Ordinance 2018-01 as presented.

Exhibit A
Construction Standards Manual
Chapter 2 – Red-line Copy
29-pages

Street Specifications Section 200

210 Pavement Design Criteria

211 General Information

211.01 Design Criteria: All streets shall be constructed on a compacted or stabilized subgrade, shall consist of a base and surface course, and shall take into account subsurface drainage where appropriate (hills and natural springs), and shall meet the minimum requirements as set forth in the tables at the end of this section. In the event a Geotechnical Analysis shows that pavement designs are less than what is required in the subsequent tables, the minimums shall be used as documented in the tables. The City Engineer may consider or allow variances from the tables submitted by a Licensed Professional Engineer (Texas) based on a geotechnical analysis (plasticity index and sieve analysis, 20 year design life) of the site and documentation of the design shall be submitted with the construction plans.

A Geotechnical Analysis shall be prepared at the expense of the design consultant or developer by a qualified and independent geotechnical engineer licensed to practice in the State of Texas. The field investigation shall include test borings within the rights-of-way spaced not less than 500 feet for all proposed streets. A minimum of two (2) test borings are required. Atterberg limits and moisture contents shall be determined for all significant boring samples. The method used for these determinations shall be the same as those used by the State Department of Highways and Public Transportation (SDHPT) using their latest Manual of Testing Procedures, 100-E Series test methods. The results of the investigation shall be presented to the City in written report form. Included as part of the report shall be graphical or tabular presentation of the boring data giving Atterberg limits and moisture contents, a soil description of the layers of different soils encountered in the profiles of the hole, their limits in relation to the fixed surface datum, and such other information as needed to complete the soils investigation for pavement design purposes. Minimum soils profile boring holes shall be ten (10) feet unless solid rock formations are encountered sooner.

A written report containing pavement design data and recommendations based on the soils investigation shall be prepared by a qualified geotechnical engineer licensed to practice in the State of Texas and shall be presented to the City. The report shall state the load criteria and the soil classifications used. When approved by the City, the geotechnical engineer preparing the report may use the triaxial classification soils data given in the SDHPT report number 3-05-71-035 entitled "Triaxial Classification of the Surface Soils of Texas as Grouped by Soil Conservation Services Series".

When using the triaxial data, the report shall so state. The pavement design shall be subject to the approval of the City and shall be shown on the street construction plans as approved. Where the Plasticity Index (PI) of the subgrade soil (on which the street is to be built) is in excess of twenty (20), the pavement design shall include subgrade stabilization unless approved otherwise by the City. When subgrade soils are stabilized, the minimum depth of stabilization shall be eight (8) inches unless otherwise approved by the City. In swelling clay soils stabilization, the stabilizer used shall be the addition of lime. The lime shall be applied to the subgrade soil in the slurry form unless otherwise approved by the City.

STREET DESIGN CRITERIA						
FEATURE	ALLEY*	ACCESS	RESIDENTIAL 3 – 80 D.U.		RESIDENTIAL 81 – 200 D.U.	
			URBAN	LARGE LOT**	URBAN	LARGE LOT**
# Of Lanes	1	2	2	2	2	2

City of Burnet Standard Specifications

Section 200 -1

Street Specifications

Width of Pavement	15'	31' (B – B)	27' (B – B)	26' (B – B)	31' (B – B)	30' (B – B)
R.O.W. Width	20'	50'	50'	50'	60'	60'
Design Speed (MPH)	20	30	25	25	25	25
Median Width	--	--	--	--	--	--
Parkway Width	--	9.5'	9.5'	9.5'	9.5'	9.5'
Median Opening Spacing	--	--	--	--	--	--
Cul de Sac Diameter	--	--	96'	96'	96'	96'
Cul de Sac Typical Radius	--	--	48'	48'	48'	48'
Cul de Sac Max Length	--	--	≤ 600'	≤ 600'	≤ 600'	≤ 600'
Street Intersection Radius (Curb)	25'	25'	25'	25'	25'	25'
Corner Clip R.O.W. Dedication	7.5' X 7.5'	7.5' X 7.5'	7.5' X 7.5'	7.5' X 7.5'	7.5' X 7.5'	7.5' X 7.5'
Max Degree of Curvature or Minimum Radius For Design (Center Line) (Normal Crown)	--	13°/300'	19°/300'	19°/300'	19°/300'	19°/300'

STREET DESIGN CRITERIA (Cont')						
FEATURE	COLLECTOR		PRINCIPAL ARTERIAL		ANY COMMERCIAL OR INDUSTRIAL SUBDIVISION	
	URBAN OR LARGE LOT SUBDIVISIONS					
# of Lanes	2	4	4	6	2	4
Width of Pavement	37' (B – B)	49' (B – B)	25' (B – B)	37' (B – B)	37' (B – B)	49' (B – B)
R.O.W. Width	60'	80'	100'	100'	60'	80'
Design Speed (MPH)	30	40	50	50	30	30
Median Width	--	--	25'	23'	--	--
Parkway Width	11.5'	15.5'	12.5'	11.5'	--	--
Median Opening Spacing	--	--	400' – 600'	400' – 600'	--	--
Cul de Sac Diameter	--	--	--	--	100'	100'
Cul de Sac Typical Radius	--	--	--	--	48'	48'
Cul de Sac Max Length	--	--	--	--	≤ 600'	≤ 600'
Street Intersection Radius (Curb)	25'	30'	35'	35'	25'	30'
Corner Clip R.O.W. Dedication	7.5' X 7.5'	9.5' X 9.5'	10.5' X 10.5'	10.5' X 10.5'	7.5' X 7.5'	9.5' X 9.5'
Max Degree of Curvature or Minimum Radius for Design (Center Line) (Normal Crown)	13°/300'	7°/300'	4°/300'	4°/300'	13°/300'	7°/300'

NOTES:

- 1) The above design standards are considered to be minimum standards. Other design elements such as stopping sight distance, super-elevation, grades, etc. shall be used in design whenever appropriate as dictated by good engineering practice.
- 2) Additional right-of-way will be required at major intersections for left or right turn lanes (if required) to maintain traffic volume capacities through the intersection.
- 3) Additional right-of-way will be required for acceleration or deceleration lanes where appropriate.
- 4) Under special conditions, the City Engineer will determine the maximum Degree of Curvature.
- 5) Additional right-of-way may be required for bikeways. If the road right-of-way is determined to be unsuitable for bikeways, a bikeway easement may be located on another alignment deemed more appropriate.
- 6) Ribbon curbs on both sides of the roadways are included in the widths reflected in Table 200-1. Standup curb will be in addition to those widths shown.
- 7) *Plans reflecting alleys are not permitted without first obtaining the approval of the Planning and Zoning Commission and the City Council.
- 8) **No on-street parking shall be permitted on these streets.

PAVEMENT DESIGN CRITERIA FOR HMAC ROADS								
ITEM	ROADWAY CLASSIFICATION							
	ALLEY	ACCESS	RESIDENTIAL	***COLLECTOR	PRINCIPAL	ARTERIAL		
*Subgrade Depth of								
Compaction	6"	6"	6"	6"	6"	6"		
**Base Course Depth Type "C"								
HMAC	4"	4"	6"	6"	8"	8"		
Surface Course Depth Type "D"								
HMAC	2"	2"	2"	2.5"	2.5"	2.5"	2.5"	

MINIMUM THICKNESS CRITERIA FOR HMAC ROADS					
ITEM	ROADWAY CLASSIFICATION				
	<u>ALLEY</u>	<u>ACCESS</u>	<u>RESIDENTIAL</u>	<u>***COLLECTOR</u>	<u>PRINCIPAL ARTERIAL</u>
<u>*Subgrade Depth of Compaction</u>	8"	8"	8"	8"	8"
<u>** Base Course Thickness</u>	8"	8"	8"	10"	10"
<u>Surface Course Depth (Type "C" or Type "D") HMAC</u>	2"	2"	2"	2.5"	3"

NOTES: *Subgrade shall be compacted to 95 – 100% of optimum density Standard Proctor- (ASTM D 698) per TxDOT TEX- 114E Test Method to a depth of 68".

**Flexbase compacted to 98% - per TxDOT TEX 113-E Test Method

Subgrades with "Moisture Sensitive" material shall be treated with one of four options outlined in Section 212.

***Pavement constructed in industrial parks or areas zoned Industrial shall be built to the same standards as a Collector Road.

PAVEMENT DESIGN CRITERIA FOR PORTLAND CEMENT CONCRETE ROADS							
ITEM	ROADWAY CLASSIFICATION						
	<u>ALLEY</u>	<u>ACCESS</u>	<u>RESIDENTIAL</u>	<u>***COLLECTOR</u>	<u>PRINCIPAL</u>	<u>ARTERIAL</u>	
<u>*Subgrade Depth of Compaction</u>	6"	6"	6"	6"	6"	6"	6"
<u>**Base Course Depth Flexible Base</u>	6"	6"	6"	6"	6"	6"	6"

City of Burnet Standard Specifications

Section 200 -4

Street Specifications

Surface Course Depth of Concrete	6"	6"	6"	8"	8"	10"	10"
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MINIMUM THICKNESS CRITERIA FOR PORTLAND CEMENT ROADS					
ITEM	ROADWAY CLASSIFICATION				
	<u>ALLEY</u>	<u>ACCESS</u>	<u>RESIDENTIAL</u>	<u>***COLLECTOR</u>	<u>PRINCIPAL ARTERIAL</u>
*Subgrade Depth of Compaction	8"	8"	8"	8"	8"
** Base Course Depth Flexible Base	6"	6"	8"	8"	10"
Surface Course Depth of Concrete	5"	5"	6"	8"	10"

NOTES: *Subgrade shall be compacted to 95 – 100% of ~~Standard Proctor (ASTM D-698)~~ TxDOT – 114E to a depth of ~~68"~~.

**Flexible base compacted to a minimum of 95/98% of ~~Standard Proctor (ASTM D-698)~~ per TxDOT TEX 113-E Test Method

***Pavement constructed in industrial parks or areas zoned Industrial shall be built to the same standards as a Collector Road.

211.02 Sidewalks: Sidewalks along Arterial/Parkway/Collector Streets shall be shown on the construction plans as a public improvement and constructed when the street is built. Construction of sidewalks along Minor Residential/Marginal Access/Access streets can be delayed until the lot is developed if so desired. The sidewalks shall be designed and built a minimum of 5' off the back of curb up to 8' maximum off the back of curb if possible unless otherwise determined by the City.

Sidewalk Widths shall :

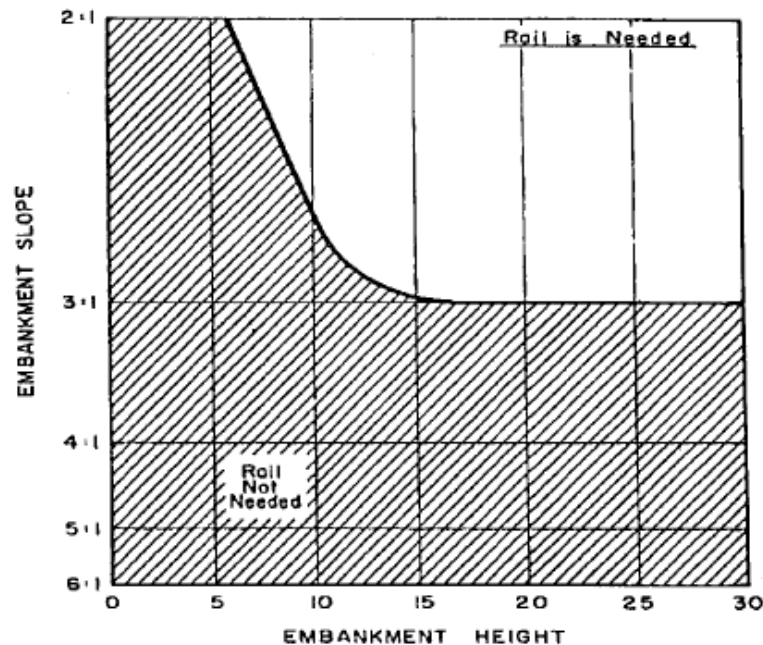
Arterial/Parkway Streets	5 feet min abutting curb
Collector Streets	5 feet min abutting curb
Minor Residential Streets	4 feet min abutting curb
Marginal Access Streets	4 feet min abutting curb
Access Streets	4 feet min abutting curb

Sidewalks shall be constructed, or a financial surety in the amount of the construction cost, shall be posted with the City prior to any structure/use receiving a Certificate of Occupancy.

211.03 American Disability Act: All new construction and reconstruction of streets shall conform to the Texas Department of Licensing & Regulations (TDLR) standards. If the overall project cost exceeds the limit specified by TDLR then the construction plans must be submitted for approval to TDLR or a licensed TAS reviewer. A copy of all documentation provided for TAS review, as well as the state or RAS review response, shall be provided to the City of Burnet.

211.04 Retaining Walls – When the design engineer cannot maintain stable embankments at the edge of the right of way due to steep drop-offs or inclines then a retaining wall may be warranted. Retaining walls taller than 4 feet in height must be designed by a professional engineer.

211.05 Metal Beam Guard Fence – The combination of embankment height and side slope rate may warrant barrier protection as shown in the figure below. For low fill heights a more abrupt slope rate is tolerable than at high fill heights. Since 4:1 and steeper side slopes provide little opportunity for drivers to redirect vehicles at high speeds, in the absence of guard fence an area free of obstructions should be provided by the designer beyond the toe of slope.



GUIDE FOR USE OF GUARD FENCE FOR
EMBANKMENT HEIGHTS AND SLOPES

212 Subgrades With Moisture Sensitive Material:

Moisture Sensitive material is defined as material with PI of 20 or greater (as determined by ASTM D-4318) and 35% or more passing the #200 sieve (as determined by ASTM D-1140). Subgrades with Moisture Sensitive material shall be treated with the following options:

1. Replace 18" of subgrade with approved native material with PI less than 15 and more than 4 or
2. Lime Stabilize 68" of subgrade according to City of Burnet Standard Specifications or
3. Increase the thickness of the design flexible base (concrete pavement only) to 10.5" or
4. Use Portland Cement to stabilize the subgrade according to City of Burnet Standard Specifications.

Developer or contractor shall provide necessary geotechnical information to verify moisture conditions within the subgrade.

213 Alignment

213.01 Allowable Grades and Where Concrete Must be Used:

- A. The maximum grade by Subdivision Ordinance is outlined below. The design of steep grades is based on the types of vehicles that will negotiate the street.
 1. Residential: maximum grade is 15%
 2. Collectors: maximum grade is 10%
 3. Arterials: maximum grade is 10%
- B. Minimum grades are governed by drainage conditions. With curbed pavements, longitudinal grade criteria should be provided to facilitate surface drainage. When grades are 0.49% or under, concrete streets must be placed. The minimum allowable grade (concrete pavement only) is 0.35%.
- C. Portland Cement Concrete pavement shall be used on all classes of streets when the combination of the grade of the street exceeds 10% and is within 60 feet of an intersection.

213.02 Vertical Curves: Vertical curves should be simple in application and should result in a design that is safe, comfortable in operation, pleasing in appearance, adequate for drainage, and provide for minimum stopping site distance.

The design criteria for vertical curves shall be the American Association of State Highway and Transportation Officials (AASHTO) in the latest edition of *A Policy on Geometric Design of Highways and Streets*.

213.03 Horizontal Curves: There are four types of horizontal curves: simple, compound, reversed, and spiral. The recommended design criteria for horizontal curves shall be based on information provided by the American Association of State Highway and Transportation Officials in the latest edition of *A Policy on Geometric Design of Highways and Streets*.

213.04 Sight Distance: Intersections should be planned to allow an adequate amount of sight distance for the automobile to be able to come to a smooth stop. Stopping sight distance on all approaches should be determined. The stopping sight distance (SSD) is given as:

$$SSD (ft) = 1.47ut + u^2/30(f \pm g)$$

where S = is stopping sight distance in feet
u = Design velocity in mph

t = Perception reaction time, (2.5 seconds)
 f = Coefficient of friction, Reference (*A Policy for Geometric Design of Highways and Streets*, AASHTO, 1984.
 g = percent of grade divided by 100 (+ for upgrade, - for downgrade)

213.05 Visibility Triangles: The intersections of all streets and alleys with streets or other alleys shall have adequate visibility triangles dedicated as Right of Way to the City as noted below.

Alley intersects Residential Street	10' x 10'
Residential intersects Residential	10' x 50'
Residential intersects Collector	10' x 100'
Residential intersects Arterial	10' x (10' multiplied by speed of Arterial)

Example: For a residential street intersecting an arterial with a speed limit of 45 mph, the visibility triangle dedicated as Right of Way would be 10' x 450' (10' multiplied by 45).

213.06 Intersection Curb Radii: The following radius distances shall be used in the design and construction of all streets and alleys:

Alley with Alley	15'
Alley with Residential	15'
Residential with Residential	20'
Residential with Collector	30'
Collector with Collector	30'
Collector with Arterial	30'
Arterial with Arterial	50'

220 Roadway Excavation and Subgrade Preparation

221 General

221.01 Description: This section shall consist of the required clearing and grubbing of all areas to be excavated or receive embankment; all required excavation within the limits of the project (except as otherwise classified); cleaning out and shaping ditches as indicated; the removal and proper utilization or disposal of all excavated materials; the construction, compaction, shaping and finishing all earthwork within the limits of the project, all in conformity with required lines, grades and typical cross-section and in accordance with these specifications.

221.02 Testing and Soil Sample Locations: The existing natural grade shall be excavated to the correct line and grade and then tested to determine the soil classification, Plasticity Index (PI) per ASTM D-4318, percent passing #200 sieve (ASTM D-1140), optimum moisture content and optimum density per ~~ASTM D-698~~**TXDOT TEX – 114E Test Method** for areas of fill less than ten feet or ~~ASTM D-1557~~**TXDOT TEX – 114E Test Method** for areas of fill ten feet or more. Soil samples shall be taken from each location where there is an obvious change in soil classification and at the direction of the city engineer or his designated representative (city construction inspector).

222 Construction Work

222.01 Clearing and Grubbing: Clearing and grubbing shall consist of removal of all **organics, soft soils**, trees, brush, logs, down timber, fence posts, wire and other debris of all kinds from the sites of the street and utility work. All stumps and other objectionable matter, all roots and other projections shall be removed to a depth of one foot below the subgrade elevation if located in cut area, and one foot below the natural ground surface in other areas. Disposal of all refuse obtained from clearing operations shall be in a manner approved by the City Public Works Inspector or the City Engineer, and shall conform to state laws and local ordinances.

222.02 Excavation: Excavation shall be performed at the locations required to bring the subgrade of

the areas to be paved to established alignment, grade and cross section. All suitable excavated materials shall be utilized insofar as practicable in constructing the required sections and shall be spread as directed in such manner as to present a neatly finished appearance, and not obstruct the drainage or cause injury to any street improvements or to abutting property. Unsuitable excavation and excavation in excess of that needed for construction shall be known as Waste and shall become the property of the Contractor to be disposed of by him outside the limits of the right of way at a location approved by the Public Works Inspector or the Engineer.

222.03 Embankment: Prior to placing any embankment, all clearing and grubbing operations shall have been completed on the areas over which the embankment is to be placed. Stump holes or other small excavations or depressions within the limits of the embankment shall be backfilled with suitable material to the original slope by blading or other methods, indicated on plans or required by the Engineer. Suitable material will not be 'Moisture Sensitive' as defined in Section 212. The ground surface thus prepared shall be compacted by sprinkling and rolling as described below in 222.04

Compaction

A. All fill material shall be placed in uniform layers of not more than eight (8) inches in depth (loose material) for compaction by sheepfoot rolling or six (6) inches pneumatic tire, flat wheel, or vibratory steel wheel rolling for the full width of the cross section. Each loose layer shall be compacted as described below in 222.04 Compaction. The method of compaction shall be such that a uniform density will be obtained over the entire area and the depth of materials being compacted. All fill material deposited in place by means of dump trucks, draglines, or other similar equipment shall be thoroughly broken up so as to be free from lumps, large stones and clods before being spread into uniform layers. Each layer shall be graded so as to conform to finish grade of street section.

B. Embankment placed adjacent to, over and under pipes shall be suitable material and shall be placed in successive layers approximately horizontal or parallel with the finished grade. For areas of embankment adjacent to curbs, walks, etc. where it is impractical to employ the compaction methods above specified, the embankment shall be placed in layers not exceeding two (2) inches in depth of loose material, thoroughly mixed and wetted (or dried) uniformly to the approved methods, such as mechanical hand tampers, maintaining the required moisture content by additional sprinkling if necessary, until each layer has been uniformly compacted to the satisfaction of the Public Works Inspector or the City Engineer.

222.04 Compaction & Moisture Content : All materials to receive compaction in fill areas less than 10 feet vertically shall be thoroughly mixed and wetted (or dried) as may be required to produce the optimum moisture of that material as determined by the moisture-density relationship in accordance with the ~~Standard Proctor - ASTM D-698~~ TxDOT TEX - 114E Test Method (materials receiving compaction in fill areas 10 feet or more vertically shall use the TxDOT TEX - 114E Test Method ~~Modified Proctor - ASTM D-1557~~). For 'Moisture Sensitive' material the moisture content shall be within 3% (+ or -) of the optimum otherwise it shall require rework. It shall then be rolled with an approved sheepfoot producing a minimum compression of 150 pounds per square inch of cross sectional area on each tamping foot until a uniform compaction of at least 95% of ~~Standard Proctor density, optimum density per~~ TxDOT TEX - 114E Test Method is obtained (Modified Proctor for 10 feet or more of fill). Proof rolling may be substituted for density testing when approved by the Public Works Inspector and the City Engineer.

222.05 Proof Rolling: This item shall govern furnishing and operating heavy pneumatic tired compaction equipment for locating unstable areas of embankment, subgrade and flexible base courses.

This specification is applicable for projects or work involving either inch-pound or SI units. Within the text, the inch-pound units are given preference followed by SI units shown within parentheses.

Submittals

The submittal requirements of this specification item may include:

A. A plan describing the condition of each roller proposed for the work, as well as the type of traction (self propelled or drawn), type of roller, size, weight, tire pressure (if appropriate) and configuration of each individual roller, and

B. The operating speed proposed for each individual roller.

Equipment

A. Standard Proof Roller:

The proof rolling equipment shall have a loading platform or body suitable for ballast loading that is supported on a minimum of two (2) axles with not more than two (2) pneumatic tired wheels per axle. All wheels shall be arranged so that they will carry approximately equal loads when operating on uneven surfaces. Pneumatic proof rolling equipment with multiple pivotal axles and more than two tires along the front or rear axle axis shall have articulating axle supports to equally distribute the load to all tires over uneven surfaces.

The proof roller unit, under working conditions, shall have a minimum contact width of 7-1/2 feet (2.3 meters) and shall be so designed that the gross roller weight may be varied uniformly from 25 tons to 50 tons (23 megagrams to 45 megagrams) by ballast loading. The tires shall be capable of operating under various loads with variable air pressures up to 145 psi (up to 1000 kiloPascals). The tires shall be smooth tread and shall impart a minimum ground contact pressure of 75 pounds per square inch (520 kiloPascals). Tires shall be practically full of liquid (i.e. when liquid will flow from the valve stem of a fully inflated tire with the stem in the uppermost position). The operating load and tire pressure shall be within the range of the manufacture's chart as directed by the Engineer or designated representative.

The proof roller shall be drawn by a power train of adequate tractive effort or may be of a self-propelled type. The proof rolling equipment shall be equipped with a reverse mode transmission or be capable of turning 180 degrees in the street width. When a separate power train is used to draw the proof roller, the power train weight shall not be considered in the weight of the proof roller. The power train shall be rubber-tired when rolling subgrade and base materials. A cleated or track-type power train may be used on earth and rock embankments.

B. Alternate Equipment:

With the written approval of the City Engineer or designated representative, the Contractor may utilize alternate equipment on embankment courses, subgrade and base courses subject to the requirements of the standard proof roller except with respect to minimum contact width, axle/tire arrangement and tire tread.

Alternate equipment for stability testing of embankments shall be restricted to equipment that can be shown to impart a stress distribution on the embankment structure equivalent to or greater than the stress induced by the concentrated weight of a standard proof roller.

C. Equipment Submittals:

All standard proof rollers and proposed alternate equipment must be approved by the Engineer or designated representative prior to their use. The Contractor shall furnish the Engineer or designated representative with charts or tabulations showing the contact areas and contact pressures for the full range of tire inflation pressures and for the full range of loadings for the particular tires furnished.

Alternate equipment submittals for proof rolling of embankments shall be signed and sealed by a registered Professional Engineer licensed in the State of Texas.

Construction Methods

A. General:

Within the ranges set forth in Equipment (A) above, the load and tire inflation pressures shall be adjusted as directed by the Engineer or designated representative. It is proposed to use a contact pressure corresponding as nearly as practical to the maximum supporting value of the earthwork or base. The entirety of prepared surfaces to be tested by this method shall be proof rolled by a minimum of two passes or the proof roller tires. Each succeeding trip of the proof roller shall be offset by not greater than one tire width.

When alternate equipment is proposed and only one axle meets minimum requirements, only the qualifying axle shall be used to proof roll. If the operation of the proof roller shows an area to be unstable, the substandard area shall be brought to satisfactory stability and uniformity by additional curing, compaction, or by removal and replacement of unsuitable materials. The re-worked area shall then be proof rolled.

Proof rollers shall be operated at speeds between 2 and 6 miles per hour (3 and 10 kilometers per hour) or as directed by the Engineer or designated representative.

Acceptable limits of elastic and plastic deformation of prepared subgrade courses shall be established by proof rolling Test Sections of representative soil conditions, previously tested and approved for density and moisture requirements of the governing subgrade and earth embankment items. Proof rolling of first course base over a plastic subgrade may be waived by the Engineer or designated representative if it is determined that the prepared first course base will be damaged by the proof roller.

B. Roadway Construction:

The subgrade and all lifts of base material shall be proof rolled in new roadway construction and in the reconstruction of existing streets. Proof rolling of the curb course base shall be substituted for proof rolling of final course base at the direction of the Engineer or designated representative. Proof rolling may be waived by the Engineer or designated representative where construction is limited to turn lanes, street widening less than 7-1/2 feet (2.3 meters) in width, or where the site is otherwise congested.

C. Trenches:

Trenches shall be proof rolled where no limitations to the operation of the proof roller exist as may be determined by the Engineer subject to the provisions hereunder.

All trenches shall be proof rolled in new roadways or in existing roadways under reconstruction. Trenches shall be proof rolled at the street subgrade elevation by longitudinal and perpendicular passes of the roller as may be dictated by the width of the trench.

Proof rolling of trenches in existing paved streets shall be limited to pavement cross-sections capable of sustaining the weight of the proof rolling equipment without imparting damage to the remaining pavement structure as determined by the Engineer. Trenches less than 4 feet (1.2 meters) in width shall be exempted of all proof rolling requirements. Only the final course base shall be proof rolled in trenches 4 feet (1.2 meters) or wider but narrower than the proof roller contact width. The subgrade, the first course and the final course base shall be proof rolled in trenches 7-1/2 feet (2.3 meters) or wider.

D. Embankment Construction:

All embankment courses shall be proof rolled, unless otherwise directed by the Engineer or designated

representative.

If required by the Engineer or designated representative, stability testing of embankments constructed to the finished cross-section and elevation or to interim elevations shall either be conducted with a standard proof roller or alternate equipment, which can be proven to impart a horizontal and vertical pressure distributions equivalent to or greater than those induced by a standard proof roller.

223 Testing

223.01 Minimum Requirements: The Contractor shall provide independent soils laboratory testing to determine the plasticity index (ASTM D-4318), the percent of material passing #200 sieve (ASTM D-1140), and density curve for the subgrade material (~~ASTM D-698~~ **TEX 114-E**), field density testing of the completed subgrade shall be 95%-100% ~~of the standard proctor~~ for fill less than 10 feet and 95%-

100% modified proctor for fill 10 feet or greater. The subgrade shall be tested at minimum intervals of one per 8" lift per 100 lineal feet of proposed pavement or as shown on the construction plans. All testing must be done in the presence of a city construction inspector; the inspector has the authority to pick locations for all tests. A field density test shall be conducted at each point the subgrade crosses an excavated area. Proof rolling may be substituted for density testing when approved by Engineer. A copy of all tests shall be submitted to the City Engineer.

230 Stabilized Subgrade

231 Lime Stabilized Subgrade

231.01 General: This section shall consist of the requirements for hydrated lime, quicklime and commercial lime slurry; the treating of subgrade; pulverizing, adding lime, mixing, and compacting the treated material in accordance with these specifications.

Lime shall be applied as provided for in the specifications, as a dry material or as a mixture of lime solids and water in the form of lime slurry.

For dry application, Type A, Hydrated Lime or Type C, Quicklime or Grade DS may be used where specifications permit.

For wet application, lime slurry may be delivered to the jobsite as Type B, Commercial Lime Slurry or a lime slurry may be prepared at the job site or other location approved by the Engineer, by using Type A, Hydrated Lime or Type C, Quicklime as specified.

231.02 Types: The various types and grades are defined and identified as follows:

1. Type A, Hydrated Lime, a dry powdered material consisting essentially of calcium hydroxide.
2. Type B, Commercial Lime Slurry, a liquid mixture of essentially hydrated lime solids and water in slurry form.
3. Type C, Quicklime, a dry material consisting essentially of calcium oxide. It shall be furnished in either of two grades that differ in sizing.
4. Grade DS, "pebble" quicklime of a gradation suitable for either dry placement or for use in a slurry.
5. Grade S, finely-graded quicklime for use in a slurry. The use of this type is unsuitable for dry placement.

231.03 Preparation: Prior to treating existing material, it shall be shaped to conform to the typical sections, as shown on the plans. When the Contractor elects to use a cutting and pulverizing machine that will process the material to the plan depth, the Contractor will not be required to excavate to the secondary grade or windrow the material. In lieu of using the cutting and pulverizing machine, the Contractor shall excavate and windrow the material to expose the secondary grade to the typical

sections as shown on the plans.

231.04 Placing: The percentage by weight or pounds per square yards of lime to be added will be as shown on the plans. Lime shall be spread only on that area where the mixing operations can be completed during the same working day. The lime operation shall not be started when the air temperature is below 40 F and falling, but may be started when the air temperature is above 35 F and rising. Lime shall not be placed when weather conditions in the opinion of the Engineer are unsuitable.

During the interval between application and mixing, hydrated lime that has been exposed to the open air for a period of six hours or more or to excessive loss due to washing or blowing will not be accepted.

231.05 Mixing: The material and lime shall be thoroughly mixed and brought to the proper moisture content. It may be left to cure, or "rot" one to four days. In addition to the above, when Type C Quicklime, Grade DS is used, the material and lime shall be mixed as thoroughly as possible at the time of the lime application. Sufficient moisture shall be added during the mixing to hydrate the quicklime. After mixing, and prior to compaction, the mixture shall be moist cured for two to seven days. After curing, mixing shall continue until the pulverization requirements are met.

231.06 Pulverization: Following mixing, a sample of the material at roadway moisture shall be obtained for pulverization testing. All nonslaking aggregates retained on the 3/4-inch sieve will be removed from the sample. The remainder of the material shall meet the following pulverization requirement:

	Percent
Minimum passing 1-3/4" sieve-----	100
Minimum passing 3/4" sieve-----	85

231.07 Compaction: Compaction of the mixture shall begin immediately after the pulverization requirement is met. Throughout this entire operation, the shape of the course shall be maintained by blading, and the surface upon completion shall be smooth and in conformity with the typical sections as shown on the plans. The completed section shall then be finished by rolling with a pneumatic tire or other suitable roller. The completed section shall be moist cured or prevented from drying by addition of an asphalt material at the rate of 0.05 to .20 gallons per square yard.

When a section is reworked more than 72 hours after completion of compaction, the Contractor shall add 25 percent of the specified rate of lime. Reworking shall include loosening, mixing, compacting, and finishing. When a section is reworked, a new optimum density will be required.

231.08 Testing Requirements: The contractor shall provide independent soils laboratory testing to determine the density curve of the lime treated subgrade, and field testing of the completed subgrade to determine the density and thickness. The completed section shall be compacted to the extent necessary to provide not less than ~~95-98~~ percent of optimum density in accordance with TxDOT TEX 113-E test method. Density and Thickness testing will be required at the rate of one test per 1200 lineal feet per travelway, or fraction thereof.

When the material fails to meet the required density, or should the material lose the required stability, density or finish before the next course is placed, it shall be reworked.

232 Cement Stabilized Subgrade

232.01 General: This item shall consist of the requirements for Portland cement; the treating of subgrade by the addition of Portland cement; road mixing and compacting the treated material in accordance with these specifications.

New flexible base shall conform to the material requirements of Section 240, "Flexible Base" and shall be of the type and grade as shown on the plans. Type I and Type II Portland cement shall conform to the requirements of ASTM C150. Different brands or different types of cement, or the same brand or type from different mills shall not be mixed in storage. Bags of cement shall contain 94 pounds net and a barrel shall be considered as containing 376 pounds net.

232.02 Preparation: The completed course shall be uniformly treated, free from loose or segregated areas, of uniform density and moisture content, well bound for its full depth and shall have a smooth surface.

Prior to scarifying or pulverizing existing material, the subgrade shall be shaped to conform to the typical sections as shown on the plans. The Contractor shall proof roll the roadbed before pulverizing or scarifying existing material. Soft spots shall be corrected.

When the Contractor elects to use a cutting and pulverizing machine that will process the material to the plan depth, the Contractor will not be required to excavate to the secondary grade and windrow the material. In lieu of using the cutting and pulverizing machine, the Contractor shall excavate and windrow the material to expose the secondary grade. The windrowed material shall be uniformly replaced before cement is applied.

232.03 Placing: The percent of cement to be added will be as shown on plans. Cement shall be spread only in that area where the mixing, compacting, and finishing operations can be completed the same working day. The cement treatment operation shall not be started when the air temperature is below 40°F and falling, but may be placed when the air temperature is above 35°F and rising. Cement shall not be placed when the weather conditions in the opinion of the City Engineer or the City Public Works Inspector are unsuitable.

232.04 Mixing: The cement shall be dry mixed with the material prior to the addition of water. Immediately after dry mixing, water shall be uniformly applied. After mixing, the mixture shall be in a loose, evenly spread state ready for compaction. The mixture shall be mixed and compacted in one lift. The percentage of moisture in the mixture shall be within +/- two percentage points of optimum as determined by Test Method Tex-120-E, Part II.

232.05 Compaction: Compaction shall be completed within two hours of the addition of water to the dry mixed material. Immediately after compaction, the surface shall be clipped, skinned, or tight bladed by a maintainer or subgrade trimmer to a depth of approximately 1/4", removing all loosened material. The surface shall then be rolled with a pneumatic tire roller, adding small increments of moisture as needed during rolling.

232.06 Curing: The completed section shall be moist cured for three days or prevented from drying by addition of an asphalt material at the rate of 0.05 to 0.20 gallon per square yard.

232.07 Minimum Requirements: The Contractor shall provide independent soils laboratory testing to determine the density curve of the cement treated subgrade, and field testing of the completed subgrade to determine the density and thickness. The course shall be sprinkled and compacted to the extent necessary to provide not less than 95-98 percent of optimum density in accordance with TxDOT TEX-113E Test Method. Density and Thickness testing will be required at the rate of one test per 100 lineal feet per travelway, or fraction thereof.

When the material fails to meet the density requirements or should the material lose the required stability, density, or finish before the next course is placed, the treated material shall be removed and replaced. Removal and replacement with acceptable treated material will be at the Contractor's expense.

240 Flexible Base

241 General

241.01 Description: This section shall consist of a foundation course for Pavement surface courses and concrete curb & gutter and shall be constructed as herein specified in one or more courses in conformity with the typical sections and to the lines and grades as established by the Engineer.

241.02 Requirements: A base course of crushed rock flexible base, consisting of durable particles of stone mixed with approved binder material shall be installed on the finished subgrade. The material for this course shall be from a source approved by the City Engineer and City Public Works Inspector and shall be placed and compacted in two or more courses to obtain a minimum of ~~100%~~ **100%** of the ~~standard proctor density~~ TxDOT TEX 113-E Test Method.

242 Material

242.01 General Requirements: The materials shall consist of TxDOT approved Type A, Grade 1, 1 ~~2 1/4"~~ crushed dolomitic limestone or material equal to the TxDOT criteria, mixed with an approved binding material compacted to not less than one hundred (~~100%~~) per cent of the optimum density in accordance with TxDOT TEX-113E Test Method, ~~standard proctor compaction ratio~~. Crushed gravel or uncrushed gravel will not be acceptable. Absolutely no kuliches materials are permitted. The Contractor shall provide at his own expense, test results for the material determined by an acceptable independent soils testing laboratory. A test report containing soil constants, gradation and wet ball mill of the base material shall be made available prior to the compaction operations.

After compaction and adequate curing of base material, density tests shall be made by an acceptable independent soils testing laboratory at the expense of the Contractor.

242.02 Gradation:

A. Crushed Limestone: When properly slaked and tested to TxDOT Flexible Base Requirements Item 247 Type A Grade 1 ~~or 2 or Grade 2 will be accepted. the~~ The flexible base material shall meet the following requirements:

Physical Requirements			
Grade 1		Grade 2	
Triaxial Class 1: Minimum Compressive Strength: 45 psi at 0 psi lateral pressure and 175 psi at 15 psi lateral pressure.		Triaxial Class 1: Minimum Compressive Strength: 35 psi at 0 psi lateral pressure and 175 psi at 15 psi lateral pressure.	
Master Grading		Master Grading	
1 3/4"	0	2 1/2"	0
7/8"	10-35	1 3/4"	0-10
3/8"	30-50	No. # 4	45-75
No. # 4	45-65	No. # 40	60-85
No. # 40	70-85		
Max. L.L.	35	Max. L.L.	40
Max. P.I.	10	Max. P.I.	12
Wet Ball Mill	Max. 40	Wet Ball Mill	Max. 45
Max. Increase in Passing No. # 40	20	Max. Increase in Passing No. # 40	20

City of Burnet Standard Specifications

Section 200 -15

Street Specifications

Testing of flexible base materials shall be in accordance with the following TxDOT standard laboratory test procedures:

Moisture Content	Tex-103-E
Liquid Limit	Tex-104-E
Plasticity Index	Tex-106-E
Sieve Analysis	Tex-110-E
Moisture-Density Determination	Tex-113-E
Wet Ball Mill	Tex-116-E
Triaxial Tests	Tex-117-E

Tolerances unless otherwise shown on the plans, the limits established reasonable close conformity with the specified gradation and plasticity index are defined by the following:

Gradation. The City Engineer may accept the material, providing not more than one (1) out of the most recent (5) consecutive gradation tests performed are outside the specified limits for master grading, as applicable, on any individual sieve by no more than five (5) percentage points.

Plasticity Index. The City Engineer may accept the material providing not more than one (1) out of the most recent five (5) consecutive plasticity index samples tested are outside the specified limit by no more than two (2) percentage points.

Material. The material shall be rejected upon visual inspection should it contain an excessive amount of clay balls or roots.

243 Construction Methods

243.01 Preparation of the Subgrade: The subgrade shall be excavated or filled in conformity with the typical sections, to the line and grade established by the Engineer, thoroughly mixed, wetted or dried, and compacted in accordance with Section 220, "Roadway Excavation and Subgrade Preparation" of these specifications. All unstable or otherwise objectionable material shall be removed from the subgrade and replaced with approved materials and all holes, ruts and depressions shall be filled with approved materials. The surface of the subgrade shall be finished to line and grade as established by the Engineer and in conformity with the plans. Any deviation in excess of one-half (1/2") inch in cross section and in length of sixteen (16') feet measured longitudinally shall be corrected by loosening, adding or removing material, or reshaping and compacting by sprinkling and rolling. Sufficient subgrade shall be prepared in advance to insure satisfactory prosecution of the work.

243.02 First Course: Immediately before placing the base material, the subgrade shall be approved for grade and compaction. Material deposited upon the subgrade shall be spread and shaped the same day. In the event inclement weather or unforeseen circumstances render impracticable the spreading of the material during the first twenty-four (24) hour period, the material shall be thoroughly mixed and spread as directed by the Engineer. No trenching of the flexible base will be allowed for the placement of curb. The curb shall be placed upon a completed section of base material as shown on the street cross section details. The material shall be sprinkled and bladed, dragged and shaped to conform to the typical section shown on the plans. All areas and "nests" of segregated coarse or fine material shall be corrected or removed and replaced with well-graded material. If additional binder is considered desirable or necessary after the material is spread and shaped, it shall be carefully and evenly incorporated with the material in place by scarifying, brooming or by other approved methods. The course shall then be thoroughly mixed and sprinkled as may be required to produce the optimum moisture of that material as determined by moisture-density relationships in accordance with ~~ASTM D-698~~**TxDOT TEX 113-E Test Method**. It shall then be rolled with an approved roller in accordance with Section 244, "Equipment" of the specifications, until a uniform compaction of at least ~~100%~~**100% standard proctor density per TxDOT TEX 113-E Test Method** is obtained.

When using a sheepfoot roller, flat wheel roller, or vibratory steel roller, the deposited material shall not exceed 6" loose measurement in thickness. When using a pneumatic tire roller, deposited material shall not exceed 4" loose measurement in thickness. Throughout this entire operation, the shape of the course shall be maintained by blading, and the surface upon completion shall be smooth and in conformity with the typical section shown on the plans and to the established lines and grades. In the area on which pavement is to be placed, any deviation in excess of one-fourth (1/4") inch in cross section and in length of sixteen (16') feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping and recompacting by sprinkling and rolling. All irregularities, depressions, or weak spots which develop shall be immediately corrected by scarifying the areas affected, adding suitable material as required, reshaping and recompacting by sprinkling and rolling.

243.03 Succeeding Courses: Construction methods shall be the same as prescribed for the first course. The final course shall be four (4") inches in depth.

244 Equipment

244.01 Tamping Roller: Tamping (Sheepsfoot) rollers shall be a self-propelled roller capable of operating in a forward or backward motion. It shall have one or more tamping drums with an effective rolling width of not less than sixty (60) inches. Tamping drums shall be self-cleaning. Tamping feet shall project not less than three (3) inches from the surface of the drum. The load tamping foot shall exert a pressure of not less than 125 pounds per square inch nor more than 550 pounds per square inch in a static mode. Compaction in a vibratory mode will be permitted.

244.02 Pneumatic Tire Rollers: Pneumatic tire rollers shall consist of not less than seven (7) pneumatic wheels, running on axles in such manner that the rear group of tires will not follow in the tracks of the front group. The pneumatic tire roller shall have an effective rolling width of approximately 84 inches and shall be equipped with tires that will afford ground contact pressures to 80 pounds per square inch or more.

244.03 Vibratory Steel Rollers: Vibratory steel rollers shall be self-propelled with at least one drum equipped to vibrate and be equipped with separate frequency and amplitude control for each vibrating drum. Vibratory steel rollers shall have the capability of starting and stopping the vibration manually and to continuously clean the face of the drum. The vibratory drum shall not be less than 20 inches wide.

244.04 Flat Wheel Steel Rollers: Flat wheel steel rollers shall be of the three-wheel, self-propelled type, weighing not less than ten (10) tons and shall provide a compression on the rear wheels of not less than 325 pounds per linear inch of tire width. All wheels shall be flat, the rear wheels shall have a diameter of not less than forty-eight (48) inches, and each shall have a tire width of not less than twenty (20) inches.

244.05 Alternate Equipment: In lieu of the equipment specified, the Contractor may, upon written permission from the City Engineer and City Public Works Inspector, operate other compacting equipment that will produce equivalent relative compaction. If the substituted equipment fails to produce the desired compaction, its use shall be discontinued and the Contractor will be required to furnish the specified equipment.

245 Testing

245.01 Minimum Requirements: The Contractor shall provide independent soils laboratory testing to determine the density curve of the flexible base material, and field testing of the completed flexible base to determine the completed density which shall be ~~100-98% standard proctor of the optimum density in accordance with TxDOT TEX-113E Test~~ or greater. There shall be at least one test every 100 lineal feet, per travelway, for each course of base applied. The thickness of the completed course shall be tested at least once every 500 lineal feet, per travelway.

250 Hot-Mix Asphaltic Concrete Pavement Base and Surface Courses

251 General

251.01 Description: This item shall consist of a ~~base course and a~~ surface course as shown on plans, composed of a compacted mixture of mineral aggregate and asphaltic material, mixed, transported, and placed on an approved tack coat.

251.02 Requirements: The ~~base surface~~ course shall consist of ~~Type B~~ Asphaltic Concrete (hot mix) meeting item 292 specifications of the Texas Department of Transportation's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* ~~2004~~2014. A final asphaltic surface course shall consist of a minimum of two (2") inches (after compaction), of Type ~~C or Type D~~ Asphaltic Concrete (hot mix), meeting City specifications for material and installation.

252 Prime Coat

252.01 Asphalt Materials: The asphalt materials for prime coat shall conform to Cutback Asphalt MC-30, Emulsion MS-2, SS-1 or AE-P.

252.02 Water: Water shall be furnished by the Contractor and shall be clean and free from industrial wastes and other objectionable matter.

252.03 Dispersal Agent: Detergent shall be added to water and sprayed on surfaces to be primed in accordance to asphalt manufacturer's recommendations.

252.04 Construction Methods: When, in the opinion of the Engineer, the base course or other surface is satisfactory to receive the prime coat, the surface shall be cleaned by sweeping or other approved methods as directed by the Engineer. The surface shall be lightly sprinkled with water just prior to application of the asphaltic material unless the Engineer waives this requirement. The Contractor shall submit a list of prime materials to be applied to the Engineer for approval. When emulsions are approved, a dispersal agent shall be added to the water before sprinkling. The asphaltic material shall be applied on the clean surface by an approved type of self-propelled pressure distributor operated so as to distribute the prime coat at a rate ranging from .1 to .3 gallons per square yard of surface area. The distributor, when used for pay purposes, shall have been calibrated within three (3) years from the date it is first used on the project. The material shall be evenly and smoothly distributed. During the application of prime coat, care shall be taken to prevent splattering of adjacent pavement, curb and gutters, or structures. The Contractor shall be responsible for cleaning splattered areas.

Prime Coat shall not be applied when the air temperature is below 60°F and falling, but it may be applied when the air temperature is above 50°F and rising. Asphaltic material shall not be placed when general weather conditions, in the opinion of the City Engineer and City Public Works Inspector, are not suitable.

The Contractor shall be responsible for the maintenance of the surface until the work is accepted by the City Engineer. No traffic, hauling or placement of any subsequent courses shall be permitted over the freshly applied prime coat.

253 Tack Coat

253.01 Description: This item shall consist of an application of asphaltic material on the completed base course after the prime coat has sufficiently cured, existing pavement, bituminous surface, bridge deck, or on a prepared surface as directed by the City Engineer and City Public Works Inspector.

253.02 Asphalt Materials: The asphalt material for "Tack Coat" shall meet the requirements for Cutback Asphalt or Emulsified Asphalt as listed below. Combining 50 to 70 percent by volume of the asphaltic material as specified for the type of paving mixture with 30 to 50 percent by volume of gasoline and/or kerosene shall make cutback asphalt. The type of mixture shall be selected from the following table:

Temp of Surface °F 40 - 70	Over 70
RS-2	MS-2
RS-2H	MS-2H
RC-250	MC-70
CRS-2	CMS-2
CRS-2H	CMS-2H

253.03 Construction Methods: The surface upon which the tack coat is to be placed shall be cleaned thoroughly and the surface shall be given a uniform application of tack coat. The tack coat shall be applied with an approved sprayer at a rate not to exceed 0.05 gallon residual asphalt per square yard of surface. Where the mixture will adhere to the surface upon which it is to be placed without the use of a tack coat, the tack coat may be eliminated. All contact surfaces of curbs and structures and all joints shall be painted with a thin uniform application of tack coat. During the application of the tack coat, care shall be taken to prevent splattering of adjacent pavement, curb and gutter and structures. The tack coat shall be rolled with a pneumatic tire roller when directed by the City Engineer and City Public Works Inspector.

Tack coat shall not be applied when the air temperature is below 50°F and falling, but it may be applied when the air temperature is above 40°F and rising, the air temperature being taken in the shade and away from artificial heat. Asphaltic material shall not be placed when general weather conditions, in the opinion of the City Engineer and City Public Works Inspector, are not suitable.

The distributor shall have been recently calibrated. After beginning of the work, should the yield on the asphaltic material applied appear in error, the distributor shall be calibrated in a manner satisfactory to the Engineer before proceeding with the work.

The contractor shall be responsible for maintenance of the surface until the HMAC is placed over the tack coat or the City Engineer accepts the work. No traffic, hauling, or placement of any subsequent courses shall be permitted over the freshly applied tack coat unless it is blotted by the application of sand as directed by the City Engineer and City Public Works Inspector.

All storage tanks, piping, retorts, booster tanks and distributors used in storing or handling asphaltic material shall be kept clean and in good operating condition at all times and they shall be operated in such a manner that there will be no contamination of the asphaltic material with foreign material. It shall be the responsibility of the Contractor to provide and maintain in good working order a recording thermometer at the storage heating unit at all times.

254 Hot-Mix Asphaltic Concrete Pavement Surface Course

254.01 Description: This item shall govern for the construction of a Type D surface course as shown on the plans, being composed of a compacted mixture of aggregate and asphalt cement mixed hot in a mixing plant, in accordance with the details shown on the plans and the requirements herein. Type C hot-mix may be substituted for Type D hot-mix when authorized by the Engineer.

254.02 Materials: Materials shall conform to Item 340, "Dense-Graded Hot-Mix Asphalt (Method)" of the Texas Department of Transportation's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* ~~2004~~2014.

254.03 Mixture Design: The Contractor shall furnish the City Engineer with a mix design for approval. To substantiate the design, trial mixtures shall be produced and tested using all of the proposed project materials and equipment prior to any placement. The City Engineer may waive trial mixtures if similar designs have proven satisfactory.

254.04 Density: The mixture shall be designed to produce an acceptable mixture at an optimum density of 96.0 percent, when tested in accordance with Test Method Tex-207-F and Test Method Tex-227-F. The operating range for control of laboratory density during production shall be optimum plus or minus 1.5 percent. If the laboratory density of the mixture produced has a value outside the range specified, the Contractor shall investigate the cause and take corrective action.

254.05 Stability: The materials used in the mixture design shall produce a mixture with a stability value of at least 35 when tested in accordance with Test Method Tex-208-F. If during production, the stability falls below the specified minimum, the Engineer and the Contractor shall closely evaluate other test result values for specification compliance such as gradation, asphalt content, moisture content, etc. to determine the cause and take corrective action.

254.06 Master Grading Limits:

<u>Sieve</u>	<u>Type C</u>	<u>Type D</u>
7/8"	100	
5/8"	95-100	
1/2"		100
3/8"	70-85	85-100
1/4"		
No. 4	43-63	50-70
No. 10	30-40	32-42
No. 40	10-25	11-26
No. 80	3-13	4-14
No. 200	1-6*	1-6*
VMA(%min)	13	14

* 2- 8 when Test Method Tex-200-F, Part II (Washed Sieve Analysis) is used

254.07 Tolerances: The gradation of the aggregate and the asphalt cement content of the produced mixture shall not vary from the job-mix formula by more than the tolerances herein.

	<u>Tolerance</u> <u>Percent by Weight</u> <u>Or Volume</u>
Passing the 1-1/4" to No. 10 sieve	Plus or Minus 5
Passing the No. 40 to No. 200 sieve	Plus or Minus 3
Asphalt, weight	Plus or Minus 0.5
Asphalt, volume	Plus or Minus 1.2

254.08 Equipment: Contractor shall use TxDOT approved equipment. Refer to Texas Department of Transportation's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* ~~2004~~2014.

254.09 Construction Methods:

A. General: It shall be the responsibility of the Contractor to produce, transport, place and compact the specified paving mixture in accordance with the requirements herein.

The asphaltic mixture, shall not be placed when the air temperature is below 50°F and is falling, but it may be placed when the air temperature is above 40°F and is rising. Mat thicknesses of 1-1/2" or less shall not be placed when the temperature of the surface on which the mat is to be placed is below 50°F.

It is further provided that the asphaltic mixture shall be placed only when general weather conditions and temperature and moisture condition of the base, in the opinion of the City Engineer and City Public Works Inspector, are suitable.

If after being discharged from the mixer and prior to placing, the temperature of the asphaltic mixture is 50°F or more below the selected discharge temperature, all or any part of the load may be rejected.

B. Transporting: The asphaltic mixture shall be hauled to the work site in tight vehicles previously cleaned of all foreign material. In cool weather or for long hauls, covering and insulating of the truck bodies may be required.

C. Placing: The asphaltic mixture shall be dumped and spread on the approved prepared surface with the spreading and finishing machine. The placing of the asphaltic mixture shall be done without tearing, shoving, gouging or segregating the mixture and without producing streaks in the mat.

Unloading into the finishing machine shall be controlled so that bouncing or jarring of the spreading and finishing machine shall not occur and the required lines and grades shall be obtained without resorting to hand finishing.

Unless otherwise shown on the plans, dumping of the asphaltic mixture in a windrow and then placing the mixture in the finishing machine with windrow pick-up equipment will be permitted. Any operation of the windrow pick-up equipment resulting in the accumulation and subsequent shedding of accumulated material into the asphaltic mixture will not be permitted.

The spreading and finishing machine shall be operated at a uniform forward speed consistent with the plant production rate, hauling capability, and roller train capacity to result in a continuous operation.

Adjacent to flush curbs, gutters and structures, the surface shall be finished uniformly high so that when compacted it will be slightly above the edge of the curb or structure.

D. Compacting: The pavement shall be compacted thoroughly and uniformly with the necessary rollers to obtain the compaction and cross-section of the finished paving mixture meeting the requirements of the plans and specifications.

When rolling with steel wheeled rollers, rolling shall start by first rolling the joint with the adjacent pavement and then continue by rolling longitudinally at the sides and proceed toward the center of the pavement, overlapping on successive trips by at least one foot. Alternate trips of the roller shall be slightly different in length. On super-elevated curves, rolling shall begin at the low side and progress toward the high side.

Vibratory rollers shall not be left vibrating while not rolling or when changing directions. Vibratory rollers shall not be allowed in the vibrating mode on mats with a plan depth of less

than 1-1/2 inches.

The motion of the rollers shall be slow enough to avoid other than usual displacement of the mixture. The roller shall not be allowed to stand on pavement which has not been fully compacted.

The edges of the pavement along curbs, headers and similar structures, and all places not accessible to the roller, shall be thoroughly compacted with lightly oiled tamps.

All rolling for compaction shall be completed before the mixture temperature drops below 175°F.

255 Testing

255.01 Minimum Requirements: No asphaltic concrete shall be placed without the presence of City Public Works Inspector. Testing for laboratory density, stability, percent asphalt, gradation, and moisture content will be required for each day's production. In place densities shall be taken at intervals of one per block or as the inspector determines based on the construction site.

255.02 Ride Quality: All irregularities shall be corrected at the contractor's expense. Irregularities shall be any variation of the surface from the testing edge of the straightedge which exceeds 1/8" between any two contacts, longitudinally or vertically.

255.03 Final Acceptance: If the surface ravels, flushes, ruts or deteriorates in any manner prior to final acceptance of the work, it will be the Contractor's responsibility to correct this condition at his expense, to the satisfaction of the Engineer and in conformance with the requirements of this specification.

260 Surface Treatments

261 General

261.01 Description: This item shall consist of a surface treatment composed of a single, double or triple application of asphalt material, each covered with aggregate for the sealing of existing pavements in accordance with these specifications.

261.02 Materials: The materials used under this specification shall meet the following requirements:

A. Asphaltic Material: Asphalt oil shall be AC-15-P or approved equal and shall meet the requirements of the Texas Department of Transportation's *Standard Specifications for Construction of Highways, Streets, and Bridges*, Item 300, "Asphalts, Oils, and Emulsions".

B. Aggregates: The aggregate shall be pre-coated grade 4 aggregate and the aggregate, placement, and storage methods shall conform to the Texas Department of Transportation's *Standard Specifications for Construction of Highways, Streets, and Bridges*, Item 302, "Aggregates for Surface Treatments".

C. Application Rates: The application rate for the surface treatment shall be as follows:

<u>Asphalt Rate, (GAL/SY)</u>	<u>Aggregate Rate, (CY/SY)</u>
0.30	1:90 – 1:100

262 Construction Methods

Construction methods for the placement of the seal coat shall meet the requirements of Item 316 of the Texas Department of Transportation's *Standard Specifications for Construction of Highways, Streets,*

and Bridges.

262.01 Stockpiles: Stockpiles should only be permitted at a location approved by the City. Temporary stockpiling of aggregates on the right of way will be permitted, provided that the stockpiles are so placed as to allow for the safety of the traveling public and not obstruct traffic or sight distance, and do not interfere with access from abutting property, nor with roadway drainage. Location of stockpiles shall be either a minimum of 30 feet from the edge of the travel lanes or shall be signed and barricaded. Prior to final acceptance, the Contractor shall remove remaining aggregate stockpiles.

262.02 Temperature: Surface treatments shall not be applied when the air temperature is below 60°F and is falling, but may be applied when the air temperature is above 50°F and is rising. Surface treatments shall not be applied when the temperature of the surface on which the surface treatment is to be applied is below 60°F.

262.03 Preparation: The area to be treated shall be cleaned of all dirt, dust or other deleterious matter by sweeping or other approved methods. Manholes, valve boxes, grate inlets, and other utility access devices shall be protected from the surface treatment by placement of plywood discs or other approved materials. Button covers or another approved method shall be used to protect the existing raised pavement markers. The inspector shall approve the surface preparation prior to treatment.

262.04 Placing: The applied seal coat shall be rolled for its entire width with a multiple wheel self propelled pneumatic tire roller with provisions for loading up to 10 tons. Rolling shall begin longitudinally at the edges of the mat and progress towards the center, uniformly lapping each preceding track by at least 1/4 the width of the roller and be repeated as often as necessary to thoroughly key the cover aggregate into the bitumen over the entire surface. Aggregate impingement in the bitumen shall be 95%. The width of each application of asphaltic material shall be such to allow uniform application and immediate covering with aggregate. Paper or other suitable material shall be used to prevent overlapping of transverse joints. Longitudinal joints shall match lane lines. The finished surface shall be cleared of any surplus aggregate by the Contractor by sweeping or other approved methods after all rolling is completed.

All holes or failures in the seal coat surface shall be repaired by use of additional asphalt and aggregate and all fat or bleeding surfaces shall be covered with approved cover material in such manner that the asphaltic material will not adhere to or be picked up on the wheels of vehicles. This maintenance will continue until the bleeding has stopped. Final acceptance of the project will occur after all excess rock is removed from project areas and all streets have been swept with approved sweeper.

270 Portland Cement Concrete Pavement

271 General

271.01 Description: This item shall consist of a surface course as shown on plans, composed of Portland Cement Concrete.

271.02 Requirements: The surface course shall consist of a minimum of six (6") inches of Portland Cement Concrete, meeting City specifications for material and installation. Portland Cement Concrete surface course shall be installed with a crown of five (5") inches, measured from the gutter elevation to the centerline of the paved section.

271.03 Paving Construction Plan: The Contractor shall submit a paving construction plan for approval by the City Engineer prior to beginning pavement construction operations. The plan shall contain the mix design, methods of construction, description of equipment to be used in mixing, placing, finishing, curing, lighting and miscellaneous materials, and early usage of concrete pavement. The plan also shall include location, sequence, and construction methods for leaveouts if applicable.

272 Materials

272.01 Portland Cement Concrete: Concrete shall conform to the requirements of Section 900 "Concrete and Structures". Classification and mix design shall conform to Class P concrete as defined in Section 900.

272.02 Joint Sealants: Unless otherwise shown on the plans, the joint sealant material shall be a Class 5 Self-leveling Low Modulus Silicone. The backer rods shall be compressible type materials, such as closed-cell, resilient foam or sponge rubber stock of vinyl, butyl or neoprene, or expanded polyethylene or polyurethane. The diameter of the backer rod shall be at least 25 percent larger than the joint reservoir width.

272.03 Dowels for Expansion and Contraction Joints: Dowels shall be smooth, straight steel dowels of the size and type shown on the plans and shall conform to the requirements of ASTM A615, Grade 60. Unless otherwise shown on the plans, the entire length of each dowel shall be coated with hot applied asphalt cement. The asphalt coated end of each dowel to be used in an expansion joint shall be encased in an approved cap.

272.04 Positioning and Support Devices for Reinforcement and Joint Assemblies: These devices shall be of sufficient structural quality to prevent movement of the dowels or steel reinforcement during concrete placement and finishing.

Positioning and support devices (chairs) for steel reinforcement bars shall be either plastic or metal and of sufficient number to maintain the position of the bars within the allowable tolerances.

The support devices shall secure the joint assembly and dowels within the allowable tolerances while providing no restraint against joint movement. Dowels used in joint assemblies shall be secured in a parallel position by a transverse metal brace of the type and design shown on the plans.

272.05 Reinforcing Steel: ASTM A616 Grade 60 will be permitted for straight bars only. Reinforcing steel that requires bending shall be ASTM Grade 40 with the spacing reduced to 2/3 of that shown for Grade 60

A. Tie Bars: Tie bars at weakened plane longitudinal joints shall be straight reinforcing bars. Tie bars at longitudinal construction joints shall be either multiple piece tie bars or straight reinforcing bars.

B. Multiple Piece Tie Bars: Multiple piece tie bars (threaded coupling or other adequate devices) shall develop a tensile strength over the entire length equal to 1 ¼ times the yield strength of the tie bars shown. Each end of multiple piece tie bars shall consist of deformed reinforcement of at least the size shown on the plans. The deformed section of each end of the multiple piece tie bars shall be at least 1/2 the length of the tie bars shown on the plans. Unless otherwise shown on the plans, the spacing for the multiple piece tie bars shall be equal to or less than that of the transverse bars shown.

272.06 Curing Material: Curing material shall conform to Type 2 Class A curing compound.

273 Equipment

273.01 General: All equipment shall be maintained in good condition and approved by the City Engineer before the Contractor will be permitted to begin construction of the pavement. When concrete pavement is not formed, equipment used in the spreading and finishing of concrete pavement shall be designed to be operated on a prepared track grade controlled by electronic sensor systems. The systems used on a prepared track grade shall operate from an adequately supported string line or equivalent system approved by the Engineer.

273.02 Forms: Side forms shall be of metal except as otherwise provided herein and shall be of approved cross section. The length of form sections shall not be less than 10 feet, and each section shall provide for staking in position with not less than three (3) pins. Forms shall be of ample strength and shall be provided with adequate devices to secure them in place so the forms will withstand, without visible springing or settlement, the impact and vibration of the spreading and finishing machinery.

In no case shall the base of the form be less than eight (8) inches wide for a form depth of eight inches or more in height. The forms shall be free from warps, bends or kinks, and shall be sufficiently true to provide a reasonably straight edge on the concrete.

Flexible or curved forms of wood or metal of proper radius shall be used for curves of 100 foot radius or less.

The preferred depth of the form shall be equal to the required edge thickness of the pavement. Forms with depth greater or less than the required edge thickness of the pavement will be permitted provided the difference between the form depth and the edge thickness is not greater than two (2) inches, and further provided that:

- A. Forms of a depth greater than the pavement edge may be used if the supporting material is planed to construct a form trench.
- B. Forms of a depth less than the pavement edge shall be brought to the required edge thickness by securely attaching metal strips or wood shims of approved section to the full width and length of the base of the form.

Outside curb forms shall be of wood or metal, straight, free of warp, and shall be of a depth at least equal to the depth of the curb. They shall be securely mounted on the paving forms and maintained in true position during the placing of concrete.

273.03 Concrete Spreader: A mechanical concrete spreader shall conform to the following requirements:

- A. Be a self propelled machine having sufficient power and traction to spread and strike off concrete without slippage,
- B. Be equipped with a power driven device, either a reciprocating blade, screw conveyor or a belt conveyor, for spreading the concrete uniformly,
- C. And be capable of striking off the concrete slab at the depth and grade required.

273.04 Slipform Paver: Slipform pavers shall be equipped to spread the concrete uniformly and strike off the concrete to the required section, using a power driven device, either a reciprocating blade, a screw conveyor, or a belt conveyor, without loss of traction.

The slipform paver shall have an electronic sensor system or equivalent to provide grade control for the paver. The slipform paver shall be equipped with consolidation equipment.

273.05 Floats: Floats shall be either mechanically operated oscillating longitudinal floats or tube floats capable of producing a uniformly smooth surface. Tube floats shall be designed to operate at an angle of greater than 30 degrees from normal when rotated in either direction. The tube float shall be equipped to provide a fine light fog mist.

273.06 Vibrators: Immersion vibrators shall be spaced at not more than 24 inches and shall be equipped with synchronized vibratory units. Approved hand operated immersion vibrators shall be furnished in sufficient number for proper consolidation of the concrete along forms, at joints and in

areas not covered by mechanically controlled vibrators. Pan vibrators shall apply vibration directly to the surface of the concrete.

273.07 Finishing Equipment: Contractor shall use TxDOT approved equipment. Refer to Texas Department of Transportation's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* ~~2004~~2014.

274 Quality of Concrete

274.01 Requirements: The quality of concrete shall be in accordance with Section 900 "Concrete and Structures", and the additional requirements herein:

Additional flexural strength test specimens may be made as required by concrete placing conditions or for adequately determining the strength of the concrete where the early opening of the pavement to traffic is dependent on concrete strength tests. For early opening to traffic, the flexural strength specimens shall be cured at the same time and in the same manner as the pavement.

275 Subgrade, Subbase, and Forms

275.01 Requirements: The concrete pavement shall be constructed on a prepared surface as shown on the plans. When slipform equipment is used, a firm subgrade or subbase shall be maintained outside the limits of the pavement for the support of the slipform equipment.

The subgrade or subbase shall be maintained in a smooth, compacted condition until the pavement is placed and shall be kept thoroughly wetted sufficiently in advance of placing any pavement. All damage to the prepared subgrade shall be corrected by the Contractor at the Contractor's expense.

The subgrade under the forms shall be firm and cut to grade so that each form section is firmly in contact with the subgrade for its whole length and base width. When minor irregularities exist, forms shall be leveled using a stabilized, sufficiently plastic, material to fill the voids underneath the side forms. Paving equipment will not be permitted on the forms until the stabilized material has cured completely.

All adjustments to the plan gradeline will require written approval of the City Engineer.

276 Joints

276.01 Sawed Joints: All joints shall be sawed and sealed before placing concrete in adjacent lanes and before permitting traffic to use the pavement.

When sawed joints are used, they shall be sawed to the depth as shown on the plans as soon as sawing can be accomplished without damage to the pavement. Once sawing has commenced it shall be continued until completed. All sawing must be completed within 12 hours of placement. Sawing must be accomplished even in rain and cold weather.

The part of the seal of the curing compound which has been disturbed by sawing operations shall be resprayed by the Contractor.

The transverse weakened plane joints shall be formed or sawed perpendicular to the centerline and surface of the pavement.

276.02 Construction Joints: When the placing of concrete is stopped, a bulkhead of sufficient cross sectional area to prevent deflection, accurately notched to receive the load transmission devices and shaped accurately to the cross section of the pavement shall be provided.

Intentional stoppage of the placing of the concrete shall be at either an expansion joint or a weakened

plane joint.

Joints in the curb shall be of the same type and location as the adjacent pavement. The expansion joint material shall be of the same thickness, type and quality as specified for the pavement.

When transverse sawed joints are provided for the pavement, the curb placement shall be delayed until the transverse joints in the pavement have been sawed. Dowel bars shall be placed while the pavement is still plastic. The weakened plane joint in the monolithic curbs may be formed or sawed.

277 Construction Methods

277.01 Finishing: Machine-finishing of pavement shall include the use of power-driven spreaders, power driven vibrators, power driven strike-off, and screed.

The transverse finishing of pavement shall be operated to compact and strike-off the concrete to the required section and grade, without surface voids. The machine shall be operated over each area as many times and at such intervals as needed to consolidate and shape the surface. After completion of finishing with the transverse finishing machine a float may be used.

The Contractor shall perform sufficient checks with a long handled 10-foot straightedge on the plastic concrete to insure that the final surface will be within the tolerances specified below. The check shall be made with the straightedge parallel to the centerline. Each pass shall lap half of the preceding pass. All high spots shall be removed and all depressions over 1/16 inch in depth shall be filled with fresh concrete and floated.

Final finish shall consist of a combination of a carpet drag and metal tine finish. Final finish shall be completed before the concrete has attained its initial set. Successive passes of the tines shall not overlap a previous pass. After completion of texturing, the edge of the slab and joints shall be carefully finished.

The Contractor shall have available at all times hand operated tining equipment and hand operated carpet drags for the purpose of providing texture in the event of equipment breakdown.

277.02 Curing: After final finish and immediately after free moisture has disappeared, the concrete surface shall be sprayed uniformly with curing compound. Special care shall be taken to insure that the sides of the tining grooves are coated with curing compound. All concrete pavement shall be cured for a period of not less than 72 hours from the beginning of curing operations.

277.03 Opening to Traffic: The pavement shall be closed to all traffic, including vehicles of the Contractor, until the concrete is at least four days old. At the end of this period the pavement may be opened for use by vehicles of the Contractor provided the gross weight of such vehicles and/or equipment does not exceed 14,000 pounds. On those sections of the pavement to be opened to traffic, all joints shall first be sealed and the pavement cleaned. Stable material shall be placed against the pavement edges before permitting vehicles thereon.

After the concrete in any section of pavement is seven (7) days old, such section of pavement may be opened to traffic. When an occasional crossing of overweight equipment is permitted, temporary matting or other methods may be required.

278 Testing

278.01 Minimum Requirements: The Contractor shall provide independent lab testing to determine compliance to these specifications. One strength test shall be taken for every 50 cubic yards or fraction thereof. Testing for slump and air content shall be performed for each set of strength specimens. Testing for thickness compliance shall be done by the city's construction inspector at the time of placement at least every 500 lineal feet per travelway.

Any area of pavement found deficient in thickness by more than one (1) inch or more than 1/8 of the plan thickness, whichever is greater, shall be evaluated by the City Engineer.

280 Concrete Curb and Gutter

281 Description: This section consists of Portland Cement concrete curb and gutter with Grade 60 reinforcing steel conforming to ASTM A-615; constructed over a compacted subgrade and at least 2" of compacted flexible base, all in accordance with these specifications and in conformity with the lines and grades approved by the City Engineer.

282 Materials: Materials and proportions for concrete used in construction under this section shall conform to the requirements as specified under the pertinent sections of these specifications (Section 900, Concrete Construction).

283 Construction Methods:

- A. Subgrade: The subgrade shall be excavated, compacted, and shaped to line, grade, and cross section in accordance with these specifications and in conformity with the lines and grades provided by the Engineer. For residential streets, a minimum of 2" of flexible base shall be placed as shown in the street cross section details. For Collector and Arterial streets a minimum of 2" of Type 'B' asphalt base shall be used under the curb and gutter as shown in the street cross section details. If flexible base is being used under an asphalt surface then after the curb and gutter has been placed and cured the remaining flexible base shall be placed at the thickness required to conform to the lines and grades shown on the plans.
- B. Forms: All forms shall meet the requirements as specified under Section 920.08. When extruded or slipformed concrete is used for curb and gutter placement, the concrete shall be placed with self-propelled equipment. The line shall be maintained from a guideline set by the Contractor based on the alignment data shown on the plans. The outline shall strictly conform to the details shown on the plans. The forming tube of the extrusion machine or the form of the slipform machine shall be readily adjustable vertically during the forward motion of the machine to provide required variable heights necessary to conform to the established grade line.
- C. Reinforcing Steel: The reinforcing steel shall be placed in position and of the diameter shown on the typical section. All steel shall be kept in its proper placement and position, without contact with the forms, the ground, or joint material. All reinforcing steel shall be grade 60 unless otherwise indicated.
- D. Mixing, Placing, and Finishing Concrete: Concrete for curb and gutter shall be mixed in a manner satisfactory to the Engineer. It shall be poured in sections of length indicated on the standard detail on an approved material to cross sections specified for the curb and gutter, and of the required thickness.
- E. Curing: The completed curb and gutter shall be cured as specified with one of the methods in Section 921. Acceptable curing compounds, if applied in accordance to manufacturer's specifications, may be used in lieu of mats or burlap. The back of the curb shall be cured in the same manner as the face of the curb and gutter.
- F. Compaction: The fill material placed behind the curb shall be compacted to at least 90% ~~standard proctor density (ASTM D 698)~~ of the optimum density in accordance with TxDOT TEX-114E Test Method for a distance 10' or a distance that shall be determined by the City Engineer or City Public Works Inspector.
- G. Expansion Joints: Expansion joints shall be placed perpendicular to the centerline of the street at eighty (80') foot intervals, and at the P.C. and/or P.T. of a curve or return into an intersection. Furthermore, curb and gutter will be scored at ten (10') foot intervals.
- H. Expansion Joint Material: Joint Material shall be asphalt-impregnated fiber-board. The joint material shall be the full depth of the concrete across its full width, a minimum thickness of 0.5".
- I. Dowel Bars: Dowel Bars shall be No. 4 smooth steel bars placed through each expansion joint and

at "cold" pour joints. To allow horizontal, longitudinal movement, each bar shall have one end enclosed in an acceptable cap, wrapped in asphaltic felt, or adequately greased for a full twelve (12") inch length to the expansion joint material.

284 **Alternate Curb Design:** Submittals for alternate curb designs will be reviewed individually by the City Engineer for approval as an alternate to the City Specified Standard Curb Detail.

290 Street Lights

291 **Basic Policy:** It shall be the policy of the City of Burnet that adequate street lighting for the protection of the public and property be installed in all new subdivisions. Installation procedures and acceptable standards for street lights shall be governed by the utility standards in effect at the time of subdivision construction or additional thereto.

292 **General Standards:**

- A. The actual number of street lights to be required, as well as the type and size of luminaire, and the installation location and size of street light services, shall be determined by the City Engineer. Pole type for mounting of street lights shall be selected by the developer, subject to the approved street light pole standards of the Burnet Utility Services.
- B. Street lights shall normally be required at all street intersections and access ways, in cul-de-sacs, and at generally 300 foot intervals or less on tangent streets.

292 **Street Lighting Requirements For Residential Rural Subdivisions:** Notwithstanding the above requirements, Residential Rural Subdivisions shall be subject to the following street lighting requirements:

- A. The installation of street lights shall be required at the main entrance to the subdivision. The type, size of luminaire, location, size of street light service and installation shall be determined by the City Engineer.
- B. To allow for future installation of street lights the developer shall be responsible for the installation and capping of electrical conduits at all street intersections.

ORDINANCE NO. 2018-01

AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AMENDING CODE OF ORDINANCES CHAPTER 98 – SUBDIVISIONS BY ADOPTING A NEW SECTION 98-9 – CONSTRUCTION STANDARDS MANUAL; REPEALING ORDINANCES IN CONFLICT; PROVIDING SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; PROVIDING AN OPEN MEETINGS CLAUSE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, The City Council has determined that adoption and enforcement of procedures and standards for the subdivision and development of land and infrastructure is necessary for the preservation of the health, safety, general welfare and morals of the community; and

WHEREAS, the City Council, to that end did adopt City of Burnet, Code of Ordinances Chapter 98 – Subdivisions for the purpose establishing procedures and standards for subdivision development of said land and infrastructure; and

WHEREAS, certain infrastructure improvements constructed in conjunction with land subdivision and development are dedicated to public use; and

WHEREAS, City Council has further determined that in order to adequately protect the health, safety, general welfare and morals of the community it is necessary to adopt a manual detailing specific requirements pertaining to materials, construction methods, and design standards for improvements dedicated to the public use:

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

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

SECTION 2. Code of Ordinance Chapter 98 Amended: Chapter 98 – Subdivision is hereby amended as follows:

Sec. 98-9 – Construction Standards Manual. The City of Burnet Construction Standards Manual as revised January 2018, a copy of which is on file in the office of the City Secretary is hereby adopted and incorporated for all purposes herein.

SECTION 3. Ordinances in Conflict. That all ordinances in conflict with the provisions of this ordinance are, and the same are hereby, repealed and all other

ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. Severability. Should any paragraph, sentence, subdivision, clause, phrase, or section of this ordinance be adjudicated or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional.

SECTION 4. Effective Date: This ordinance shall take effect immediately upon its passage after the final reading.

SECTION 5. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meeting Act, Chapter 551, Local Government Code.

PASSED AND APPROVED ON FIRST READING this 9th day of January, 2018.

FINALLY PASSED AND APPROVED on this 23rd day of January, 2018.

CITY OF BURNET, TEXAS

Crista Goble Bromley, Mayor

ATTEST

Kelly Dix, City Secretary



City Secretary

ITEM 4.2

Kelly Dix
City Secretary
(512)-756-6093 ext. 209
kdix@cityofburnet.com

Agenda Item Brief

Meeting Date: January 23, 2018

Agenda Item: Discuss and consider action: A RESOLUTION OF THE CITY OF BURNET, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON MAY 5, 2018, TO ELECT THREE CITY COUNCIL MEMBERS; ESTABLISHING THE ELECTION PROCEDURE; AND PROVIDING FOR RELATED MATTERS: K. Dix
UNA RESOLUCIÓN DE LA CIUDAD DE BURNET, TEXAS, ORDENANDO UNA ELECCIÓN GENERAL A LLEVARSE A CABO EL 5 DE MAYO DE 2018, PARA ELEGIR EL TRES MIEMBROS DEL CONSEJO (CONCEJALES); ESTABLECIENDO LOS PROCEDIMIENTOS PARA LA ELECCIÓN; Y PROVEYENDO OTROS ASUNTOS RELACIONADOS.

Background: Council Member Danny Lester is completing his first term on Council and is eligible to run for another term. Council Member Joyce Laudenschlager is completing her second term and is eligible to run for a third and final term. Council Member Milton Phair is completing the unexpired term left vacant by former Council Member Philip Thurman and is eligible for re-election.

Information: A General Election will be held on May 5, 2018, to fill the vacancies. This election will be held in compliance with the laws established by the Texas Election Code and the State of Texas.

Fiscal Impact: The total estimated election expense is expected not to exceed \$2,000.

Recommendation: Staff recommends approval of Resolution No. R2018-01 ordering a General Election to be held on May 5, 2018, to elect three Council Members for the City of Burnet.

RESOLUTION R2018-01

A RESOLUTION OF THE CITY OF BURNET, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON MAY 5, 2018, TO ELECT THREE CITY COUNCIL MEMBERS; ESTABLISHING THE ELECTION PROCEDURE; AND PROVIDING FOR RELATED MATTERS.

UNA RESOLUCIÓN DE LA CIUDAD DE BURNET, TEXAS, ORDENANDO UNA ELECCIÓN GENERAL A LLEVARSE A CABO EL 5 DE MAYO DE 2018, PARA ELEGIR TRES MIEMBROS DEL CONSEJO (CONCEJALES); ESTABLECIENDO LOS PROCEDIMIENTOS PARA LA ELECCIÓN; Y PROVEYENDO OTROS ASUNTOS RELACIONADOS.

WHEREAS, on May 5, 2018 there shall be elected the following officials for this City: three City Council Members;

POR CUANTO, el 5 de mayo de 2018 se elegirán los siguientes oficiales para esta Ciudad: Alcalde y tres Miembros del Consejo (Concejales) de la Ciudad.

WHEREAS, the Texas Election Code is applicable to said election and this resolution establishes procedures consistent with the Code, and designates the voting place for the election; and

POR CUANTO, el Código Electoral de Texas aplica para dicha elección, y esta resolución establece los procedimientos conformes con el Código, y designa el lugar de votación para la elección; y

WHEREAS, the City of Burnet, Texas (hereinafter the "City") has made provision to contract with Burnet County to conduct the City's general election, pursuant to *Chapter 31, Tex. Elec. Code, and Chapter 791, Tex. Gov't Code* (the "Election Agreement" or "contract"), jointly with Burnet Independent School District and any other political subdivisions that hold elections on the same day in all or part of the same territory of the City, as authorized in *Chapter 271, Tex. Elec. Code*;

POR CUANTO, la Ciudad de Burnet, Texas (más adelante identificado como la "Ciudad"), ha provisto contratar con el Condado de Burnet para conducir la elección general, según el *Capítulo 31, Código Electoral de Texas, y el Capítulo 791, Código Gubernamental de Texas* (el "Contrato de Elección" o "contrato"), conjuntamente con el Distrito Escolar Independiente de Burnet y cualquier otras subdivisiones políticas que celebran elecciones el mismo día en todo o en parte del mismo territorio de la Ciudad, según lo autoriza el *Capítulo 271, Código Electoral de Texas*;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS

AHORA, POR LO TANTO, QUEDE RESUELTO Y ORDENADO POR EL CONSEJO DE LA CIUDAD DE BURNET, TEXAS:

SECTION 1. General Election. The General Election of the City shall be held on Saturday, May 5, 2018, to elect three City Council Members, to serve a term of two (2) years each. Candidates at the election for the above offices shall file their application to become candidates with the City Secretary of the City of Burnet, at City Hall, 1001 W. Buchanan, Ste. 4, Burnet, Texas 78611, between 8:00 a.m. on January 17, 2018 and 5:00 p.m. on February 16, 2018. All applications for candidacy shall be on a form as prescribed by the *Tex. Elec. Code*. The order in which the names of the candidates for each office are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary.

SECCIÓN 1. Elección General. La Elección General de la Ciudad se llevará a cabo el sábado, 5 de mayo de 2018, para elegir tres Miembros del Consejo (Concejales) de la Ciudad, para servir un término de dos (2) años cada uno. Los candidatos en la elección para los puestos antes mencionados deberán someter su solicitud para candidatos a la Secretaria de la Ciudad, en la Casa Municipal (Alcaldía), 1001 W. Buchanan, Salón (Suite) 4, Burnet, Texas 78611, entre las 8:00 a.m. el 17 de enero de 2018 y las 5:00 p.m. el 16 de febrero de 2018. Todas las solicitudes para candidatura deberán estar en una forma prescrita por el *Código Electoral de Texas*. El orden en el cual los nombres de los candidatos para cada puesto será impreso en la boleta se determinará por un sorteo a conducirse por la Secretaria de la Ciudad.

SECTION 2. Notice of the election shall be given and the election shall be held in compliance with the provisions of the *Tex. Elec. Code* in all respects. The ballots for the election shall comply with the *Tex. Elec. Code* and be in the form provided by the City to the Burnet County Clerk for use on the voting devices and ballots used by Burnet County.

SECCIÓN 2. El aviso de la elección será dado y la elección será celebrada conforme a las provisiones del *Código Electoral de Texas* en todos los respectos. Las boletas para la elección serán conformes al *Código Electoral de Texas* y deberán ser en la forma provista por la Ciudad al Secretario del Condado de Burnet para ser usadas en los equipos de votación y las boletas usadas por el Condado de Burnet.

SECTION 3. The Burnet County Clerk and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election in the manner provided by contract with the City and the law governing the holding of general elections by home rule cities of the State of Texas; and the official ballots, together with such other election materials as are required by the *Tex. Elec. Code*, shall be prepared in both the English and Spanish languages and shall contain such provisions, markings and language as is required by law.

SECCIÓN 3. El Secretario del Condado de Burnet y sus empleados y nombrados asistentes, y los jueces electorales, jueces alternos, y escribientes debidamente nombrados para la elección, celebrarán y conducirán la elección de la manera provista por el contrato con la Ciudad y por la ley que gobierna el conducir elecciones por ciudades autónomas del Estado de Texas; y las boletas oficiales, junto con todos materiales electorales requeridos por el *Código Electoral de Texas*, serán preparados en ambos inglés y español y deberán tener tales provisiones, marcas, y lenguaje según lo requiere la ley.

SECTION 4. Early voting, both by personal appearance and by mail, will be conducted by the Burnet County Clerk, who is designated and appointed as the Early Voting Clerk, in accordance with the *Texas Election Code*. Early voting by personal appearance shall be conducted at the times, places, and locations authorized by state law and the Burnet County Clerk. Early voting shall commence on Monday, April 23rd, 2018, and continue through Tuesday, May 1st, 2018. Early voting shall also be held at any time and location authorized by the Burnet County Clerk.

SECCIÓN 4. La votación adelantada/temprana, en persona y por correo, se conducirá por el Secretario del Condado de Burnet, quien es designado y nombrado como el Escribiente de la Votación Adelantada/temprana, de acuerdo con el *Código Electoral de Texas*. La votación adelantada/temprana en persona se conducirá durante las horas, los lugares, y locales autorizados por la ley estatal y por el Secretario del Condado de Burnet. La votación adelantada/temprana comenzará el lunes, 23 de Abril de 2018, y continuará hasta el martes, 1 de mayo de 2018.

SECTION 5. The election precincts for the election shall be the election precincts established by Burnet County, provided that each shall contain and include geographic area that is within the City. The polling place for each such election precinct shall be the polling place established by Burnet County for such election precincts in Burnet County and voting by residents of the City. The polls shall remain open on the day of the election from 7:00 a.m. to 7:00 p.m. The returns for precincts in Burnet County will be provided by precinct and the Burnet County Clerk shall tabulate and provide the election returns for the election.

SECCIÓN 5. Los recintos electorales para la elección serán los recintos electorales establecidos por el Condado de Burnet, proveyendo de que cada uno tenga e incluya el area geográfica que está dentro de la ciudad. El lugar de votación para dicho recinto electoral será el lugar de votación establecido por el Condado de Burnet para dichos recintos electorales en el Condado de Burnet y para votar por residentes de la Ciudad. Los lugares de votación se mantendrán abiertos el día de la elección desde las 7:00 a.m. hasta las 7:00 p.m. Los resultados por recintos en el Condado de Burnet serán provistos por recinto, y el Secretario del Condado de Burnet deberá tabular y proveer los resultados electorales para la elección.

SECTION 6. The City Secretary, or designee, is instructed to aid the Burnet County Clerk in the acquisition and furnishing of all election supplies and materials necessary to conduct the election as provided by the Election Agreement. The City Secretary is further authorized to give or cause to be given notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the *Tex. Elec. Code* and *City Charter*; provided that, pursuant to the Election Agreement between Burnet County and the City, the Burnet County Clerk shall have the duty and be responsible for organizing and conducting the election in compliance with the *Tex. Elec. Code*; and for providing all services specified to be provided in the Election Agreement. The Burnet County Clerk shall give the notices required by the *Tex. Elec. Code* to be given for the election not required to be given by the City under the Election Agreement.

SECCIÓN 6. La Secretaria de la Ciudad, o su designado, queda por este medio instruída a proveer ayuda al Secretario del Condado de Burnet en la adquisición y

provisión de todos los materiales y provisiones necesarios para conducir la elección, según lo provee el Contrato de Elección. La Secretaria de la Ciudad está además autorizada a dar o a causar que se den los avisos requeridos para la elección, y a tomar cualquier otra acción adicional según se requiera para conducir la elección conforme con el *Código Electoral de Texas* y la *Carta Constitucional*, proveyendo que, de acuerdo con el Contrato de Elección entre el Condado de Burnet y la Ciudad, el Secretario del Condado de Burnet tendrá la obligación y será responsable de organizar y conducir la elección cumpliendo con el *Código Electoral de Texas*; y de proveer todos los servicios especificados a ser provistos en el Contrato de Elección. El Secretario del Condado de Burnet dará los avisos requeridos por el *Código Electoral de Texas* a ser dados para la elección que no seab requeridos a darse por la Ciudad bajo el Contrato de Elección.

SECTION 7. The presiding judges, alternate presiding judges and clerks for the election shall be selected and appointed by Burnet County and its appointees in compliance with the requirements of state law, and such judges and clerks so selected by Burnet County and its appointees are hereby designated and appointed by the city council as the election officers, judges and clerks, respectively, for the holding of said general election. The presiding judges, alternate presiding judges and clerks shall perform the functions and duties of their respective positions that are provided by state law. The city council will further confirm and appoint the election judges and alternate election judges that are appointed by Burnet County for the election.

SECCIÓN 7. Los jueces presidentes, jueces presidentes alternos, y escribientes para la elección serán seleccionados y nombrados por el Condado de Burnet y sus funcionarios de acuerdo con los requisitos de la ley estatal, y dichos jueces y escribientes seleccionados por el Condado de Burnet y sus funcionarios quedan por este medio designados y nombrados por el consejo de la ciudad como los oficiales electorales, jueces y escribientes, respectivamente, para llevar a cabo dicha elección general. Los jueces presidentes, jueces presidentes alternos, y escribientes deberán desempeñar las funciones y deberes de sus respectivas posiciones según lo provee la ley estatal. El consejo de la ciudad confirmará y nombrará los jueces electorales y jueces electorales alternos que sean nombrados por el Condado de Burnet para la elección.

SECTION 8. Notice of the election shall be given by posting a notice containing a substantial copy of this resolution on the bulletin board used for posting notice of meetings of the governing body at the City Hall and at the aforesaid election day polling places not later than the twenty-first (21st) day before the election, and by publishing said Notice of Election at least one time, not earlier than thirty (30) days no later than ten (10) days prior to said election, in a newspaper of general circulation in the City. The notice that is posted, and the notice that is published in a newspaper of general circulation within the city, will be written in both English and Spanish.

SECCIÓN 8. El aviso de la elección se dará fijando un aviso que contenga una copia substancial de esta resolución en el tablón de edictos que se usa para dar aviso de reuniones del cuerpo gubernamental en la Casa Municipal (Alcaldía) y en los antedichos lugares de votación el día de la elección no más tarde del vigésimo-primer

(21) día antes de la elección, y publicando dicho Aviso de la Elección por lo menos una vez, no antes de treinta (30) días ni más tarde de diez (10) días antes de dicha elección, en un periódico de circulación general en la Ciudad. El aviso que se fije, y el aviso que se publique en el periódico de circulación general en la ciudad, será escrito en ambos inglés y español.

SECTION 9. The election shall be held and conducted by the Burnet County Clerk in compliance with state law and the Election Agreement. And, this Resolution shall be in force and effect from and after its passage on the date shown below.

SECCIÓN 9. La elección se llevará a cabo y se conducirá por el Secretario del Condado de Burnet de acuerdo con la ley estatal y el Contrato de Elección. Y, esta Resolución estará vigente y tomará efecto desde y luego de haberse pasado en la fecha mostrada abajo.

SECTION 10. It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, *Chapter 551, Texas Government Code*.

SECCIÓN 10. Queda por este medio establecido y determinado oficialmente que esta reunión se condujo abierta al público, y que se dio aviso público de la hora, el lugar, y el propósito de dicha reunión, todo como lo requiere la Ley de Reuniones Abiertas (Open Meetings Act), *Capítulo 551 del Código Gubernamental de Texas*.

AND, IT IS SO RESOLVED.

Y ASI SE HA RESUELTO.

PASSED AND APPROVED this 23rd day of January, 2018.

PASADO Y APROBADO este día 23rd de Enero, 2018.

**CITY OF BURNET, TEXAS
CIUDAD DE BURNET, TEXAS**

Crista Goble Bromley, Mayor
Crista Goble Bromley, Alcalde

ATTEST:
ATESTIGUA:

Kelly Dix, City Secretary
Kelly Dix, Secretaria de la Ciudad

ORDER OF ELECTION FOR MUNICIPALITIES

*An election is hereby ordered to be held on **May 5, 2018** for the purpose of:*
General Election to elect three Council Members.

Early voting by personal appearance will be conducted each weekday at:
Burnet County Courthouse, located at 220 S. Pierce Street, Burnet, Texas

April 23, 2018	8am-5pm
April 24, 2018	8am-5pm
April 25, 2018	8am-5pm
April 26, 2018	7am-7pm
April 27, 2018	8am-5pm
April 30, 2018	7am-7pm
May 1, 2018	8am-5pm

Applications for ballot by mail shall be mailed to:

Douglas Ferguson
Elections Administrator, Burnet County
1701 E. Polk Street
Burnet, TX 78611

Applications for ballots by mail must be received no later than the close of business on:
April 24, 2018

Issued this the 23rd day of January, 2018.

Crista Goble Bromley, Mayor

Danny Lester, Council Member

Joyce Laudenschlager, Council Member

Milton Phair, Council Member

Tres Clinton, Council Member

Paul Farmer, Council Member

Cindia Talamantez, Council Member

Instruction Note: A copy of this election order must be delivered to the County Clerk/Elections Administrator and Voter Registrar not later than 60 days before election day.

ORDEN DE ELECCION PARA MUNICIPIOS

Por la presente se ordena que se llevará a cabo una elección el:
**UNA ELECCIÓN GENERAL A LLEVARSE A CABO EL 5 DE MAYO DE 2018,
PARA ELEGIR TRES MIEMBROS DEL CONSEJO (CONCEJALES).**

La votación adelantada en persona se llevará a cabo de lunes a viernes en:

Corte del Condado de Burnet, 220 S. Pierce Street, Burnet, Texas

23 de abril de 2018	8am-5pm
24 de abril de 2018	8am-5pm
25 de abril de 2018	8am-5pm
26 de abril de 2018	7am-7pm
27 de abril de 2018	8am-5pm
30 de abril de 2018	7am-7pm
1 de mayo de 2018	8am-5pm

Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a:

**Doug Ferguson
Elections Administrator, Burnet County
1701 E. Polk Street
Burnet, TX 78611**

*Las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse
para el fin de las horas de las horas de negocio el **24 de abril de 2018***

Emitida este día 23 de enero de 2018.

Crista Goble Bromley, del Alcalde

Danny Lester, Persona del Concilio

Joyce Laudenschlager, Persona del Concilio

Milton Phair, Persona del Concilio

Tres Clinton, Persona del Concilio

Paul Farmer, Persona del Concilio

Cindia Talamantez, Persona del Concilio

Nota de instrucción: Se deberá entregar una copia de esta orden de elección al/a la Secretario(a) del Condado/Administrador(a) de Elecciones y el/la Registrador(a) de Votantes a más tardar 60 días antes del día de elección.



City Manager

ITEM 4.3

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

Agenda Item Brief

Meeting Date: January 23, 2018

Agenda Item: Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AMENDING CHAPTER 2, ARTICLE II, SECTION 2-27 OF THE CODE OF ORDINANCES IN ITS ENTIRETY; PROVIDING A SEVERABILITY CLAUSE' PROVIDING AN EFFECTIVE DATE AND AN OPEN MEETINGS CLAUSE; AND PROVIDING FOR RELATED MATTERS: D. VAUGHN

Background: During the workshop at the previous meeting regarding the proposed charter amendments, Council indicated their desire to eliminate Council compensation, which would ultimately allow more citizens to be eligible to serve on the Council.

Information: The proposed ordinance eliminates Council compensation as requested by the Council.

Fiscal Impact:

Recommendation: Staff recommends approval of the first reading of Ordinance 2018-02 as presented.

ORDINANCE NO.: 2018-02

AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AMENDING CHAPTER 2, ARTICLE II, SECTION 2-27 OF THE CODE OF ORDINANCES IN ITS ENTIRETY; PROVIDING A SEVERABILITY CLAUSE' PROVIDING AN EFFECTIVE DATE AND AN OPEN MEETINGS CLAUSE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City Council of the City of Burnet, Texas (the "City Council") is entitled to compensation under Section 3.05 of the City Charter; and

WHEREAS, the Chapter 2, Article II, Section 2-27 of the City of Burnet Code of Ordinances establishes the amount of compensation received by the Mayor and each City Council Member; and

WHEREAS, the Texas Constitution and state law may prevent citizens of the City of Burnet from being eligible to be a City Council Member, if Council Members receive compensation; and

WHEREAS, the City Council wishes to amend Chapter 2, Article II, Section 2-27 to ensure more citizens are eligible to serve on the City Council.

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

Section 1. Findings. The foregoing recitals are hereby adopted by the City Council and made a part here of for all purposes as findings of fact.

Section 2. Amendments. Chapter 2, Article II, Section 2-27 shall be amended in its entirety as follows:

Sec. 2-27. Compensation for Mayor and Councilmembers.

The Mayor and each City Council Member shall serve without compensation. However, the Mayor and/or Council Members may receive reimbursement for expenses incurred in the performance of their duties.

Section 3. Severability. It is hereby declared to be the intention of the City Council that the section, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any

such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

Section 4. Effective Date. This ordinance shall take effect immediately upon its approval and passage and publication as required by law.

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

PASSED AND APPROVED on first reading this the 23rd day of January, 2018.

FINALLY PASSED AND APPROVED on second reading the 13th day of February, 2018.

CITY OF BURNET, TEXAS

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary



City Manager

ITEM 4.4

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

Agenda Item Brief

Meeting Date:	January 23, 2018
Agenda Item:	Discuss and consider action: Authorization for the City Manager to execute a contract for the sale of 1.409 acres of land located near the intersection of Industrial Blvd. and CR 340A, described as Lot 1 of the Lemual Taylor Survey: D. Vaughn
Background:	Only one bid was submitted to the City's realtor for the property. While the bid met the minimum set by the Council, other terms of the proposed had to be negotiated between the city's realtor and the bidder (attached).
Information:	A contract has been negotiated with Whitney Newton Properties for the sale of the property for \$15, 000.00
Fiscal Impact:	
Recommendation:	Staff recommends authorization for the City Manager to accept and execute the contract for sale of the 1.409 acre property described as Lot 1 of the Lemual Taylor Survey as presented.



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

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1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: City of Burnet

Address: 1001 Buchanan Drive Ste 4, Burnet, TX 78611

Phone: (512)756-6093

E-mail: dvaugn@cityofburnet.com

Fax: _____

Other: _____

Buyer: 401 Industrial, LLC

Address: 22005 Rock Wren Rd, Spicewood, TX 78669

Phone: (512)516-5730

E-mail: whitney@whitneynewtonproperties.com

Fax: _____

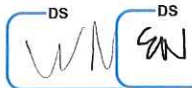
Other: _____

2. **PROPERTY:**

- A. "Property" means that real property situated in Burnet County, Texas at Lot 1 CR 340A Industrial Blvd, TX BURNET, TX. 78611 (address) and that is legally described on the attached Exhibit "A" or as follows:

Legal Description: ABS A0880 LEMUEL TAYLOR, 1.409 ACRES

Property ID: 69616



Lot 1, CR 340A, 1.409 ACRES LEMUEL TAYLOR SURV. 48

- B. Seller will sell and convey the Property together with:

- (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
- (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
- (3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)
(If mineral rights are to be reserved an appropriate addendum should be attached.)

3. **SALES PRICE:**

- A. At or before closing, Buyer will pay the following sales price for the Property:

- | | | |
|---|----|------------------|
| (1) Cash portion payable by Buyer at closing | \$ | <u>5,000.00</u> |
| (2) Sum of all financing described in Paragraph 4 | \$ | <u>10,000.00</u> |
| (3) Sales price (sum of 3A(1) and 3A(2)) | \$ | <u>15,000.00</u> |

Commercial Contract - Unimproved Property concerning Industrial Blvd, TX LOT 1 CR 340A Burnet, Tx. 78611

B. Adjustment to Sales Price: (Check (1) or (2) only.)

☒ (1) The sales price will not be adjusted based on a survey.

☐ (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of \$ _____ per:

☐ (i) square foot of ☐ total area ☐ net area.

☐ (ii) acre of ☐ total area ☐ net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

☐ (i) public roadways;

☐ (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and

☐ (iii) _____

(c) If the sales price is adjusted by more than _____ % of the stated sales price, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. **FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

☒ A. Third Party Financing: One or more third party loans in the total amount of \$ 10,000.00.

This contract:

☒ (1) is not contingent upon Buyer obtaining third party financing.

☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).

☐ B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____.

☐ C. Seller Financing: The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of \$ _____.

5. **EARNEST MONEY:**

A. Not later than 3 days after the effective date, Buyer must deposit \$ \$2,000.00 as earnest money with Capital Title HIGHLAND LAKES Title - Hwy 29 (title company) at 705 US-281, Marble Falls, TX Burnet, Tx. (address) Gennie Lincoln APRIL (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of \$ _____ with the title company to be made part of the earnest money on or before:

☐ (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or

☐ (ii) _____

Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

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- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY AND SURVEY:

A. Title Policy:

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
 - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
- ☐ (a) will not be amended or deleted from the title policy.
 - ☒ (b) will be amended to read "shortages in areas" at the expense of ☒ Buyer ☐ Seller.
- (3) Within 14 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 21 days after the effective date:

- ☐ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ (insert amount) of the cost of the survey at closing, if closing occurs.
- ☒ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- ☒ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller, at Seller's expense, will obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to Buyer and the title company within 20 days after Seller receives notice that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for Seller to deliver an acceptable survey within the time required. Buyer will reimburse Seller — 0 — (insert amount) of the cost of the new or updated survey at closing, if closing occurs.

C. Buyer's Objections to the Commitment and Survey:

- (1) Within 10⁵ days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If Paragraph 6B(1) applies,

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Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: _____

DS
WN

B. Feasibility Period: Buyer may terminate this contract for any reason within 60 ¹⁰ days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box.)

DS
SN

☒ (1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 500.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

☐ (2) Not later than 3 days after the effective date, Buyer must pay Seller \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Buyer must:

- (a) employ only trained and qualified inspectors and assessors;
- (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
- (c) abide by any reasonable entry rules or requirements of Seller;
- (d) not interfere with existing operations or occupants of the Property; and
- (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

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- (3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

- (1) Delivery of Property Information: Within 10 days after the effective date, Seller will deliver to Buyer: *(Check all that apply.)*

- ☐ (a) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- ☐ (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- ☒ (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- ☐ (d) copies property tax statements for the Property for the previous 2 calendar years;
- ☐ (e) plats of the Property;
- ☐ (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
- ☐ (g) _____

- (2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- ☐ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- ☐ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied; and
- ☒ (c) deliver copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

- E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. **LEASES:**

- A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any advance sums paid by a tenant under any lease;
- (4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and

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(5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. **Estoppel Certificates:** Within _____ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: ReMax

Cooperating Broker: Keller Williams Realty

Agent: Julia Perkins

Agent: Whitney Newton

Address: 700 E Hwy 29

Address: 1921 Lohman's Crossing, Ste 100

Burnet, TX

Austin TX 78734

Phone & Fax: (512)755-1263

Phone & Fax: (512)516-5730

E-mail: julia@burnetcountyrealestate.com

E-mail: whitney@whitneynewtonproperties.com

License No.: 515160

License No.: 617387

Principal Broker: (Check only one box.)

- ☒ represents Seller only.
☐ represents Buyer only.
☐ is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. **Fees:** (Check only (1) or (2) below.)

(Complete the Agreement Between Brokers on page 13 only if (1) is selected.)

☒ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

☒ (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:
☒ 3.000 % of the sales price.

Cooperating Broker a total cash fee of:
☒ 3.000 % of the sales price.

The cash fees will be paid in Burnet County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

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10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:

- (1) ☒ 15 days after the expiration of the feasibility period.
(2) ☐ 20 (specific date).

(2) 7 days after objections made under Paragraph 6C have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

C. At closing, Seller will execute and deliver, at Seller's expense, a ~~general~~ ☒ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:

- (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
(2) without any assumed loans in default; and
(3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

D. At closing, Seller, at Seller's expense, will also deliver to Buyer:

- (1) tax statements showing no delinquent taxes on the Property;
(2) an assignment of all leases to or on the Property;
(3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
(4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
(5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
(6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.

E. At closing, Buyer will:

- (1) pay the sales price in good funds acceptable to the title company;
(2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
(3) sign and send to each tenant in a lease for any part of the Property a written statement that:
(a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
(b) specifies the exact dollar amount of the security deposit;
(4) sign an assumption of all leases then in effect; and
(5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

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12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. (If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)

~~Buyer reserves the right to extend the feasibility period by 30 days with an additional \$1,000 non-refundable earnest money deposit no later than 10 before initial feasibility period is set to expire.~~

Continued... See Addendum Special Provisions 1

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:

- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
- (2) release of Seller's loan liability, if applicable;
- (3) tax statements or certificates;
- (4) preparation of the deed;
- (5) one-half of any escrow fee;
- (6) costs to record any documents to cure title objections that Seller must cure; and
- (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:

- (1) all loan expenses and fees;
- (2) preparation of any deed of trust;
- (3) recording fees for the deed and any deed of trust;
- (4) premiums for flood insurance as may be required by Buyer's lender;
- (5) one-half of any escrow fee;
- (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

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15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or
(Check if applicable)
☐ enforce specific performance, or seek such other relief as may be provided by law.
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

- A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or
- B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
(1) Seller and the sales price will be reduced by the same amount; or
(2) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.

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- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. ☐ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

- ☒ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408).
- ☐ B. Except as otherwise provided in this contract, Seller is not aware of:
- (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property;
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (10) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- ☒ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- ☒ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas.

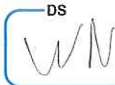
Commercial Contract - Unimproved Property concerning Industrial Blvd. TX


If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.

- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: *(Check all that apply.)*

- ☐ (1) Property Description Exhibit identified in Paragraph 2;
☐ (2) Commercial Contract Financing Addendum (TAR-1931);
☐ (3) Commercial Property Condition Statement (TAR-1408);
☐ (4) Commercial Contract Addendum for Special Provisions (TAR-1940);
☐ (5) Notice to Purchaser of Real Property in a Water District (MUD);
☐ (6) Addendum for Coastal Area Property (TAR-1915);
☐ (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
☐ (8) Information About Brokerage Services (TAR-2501); and
☐ (9) _____

 (Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)

-  E. Buyer ~~may~~ ☒ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

(TAR-1802) 1-1-16

Initialed for Identification by Seller _____, _____ and Buyer 
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Page 11 of 13
Burnet Land

Commercial Contract - Unimproved Property concerning Industrial Blvd, TX

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract.
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

26. **CONTRACT AS OFFER:** The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on December 20, 2017 the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. **CONSULT your attorney BEFORE signing.**

Seller: City of Burnet

Buyer: 401 Industrial, LLC

By: _____

By (signature): _____

Printed Name: David Vaughn

Title: _____

By: _____

By (signature): Whitney Newton

Printed Name: Whitney Newton

Title: Partner

By: _____

By (signature): _____

Printed Name: _____

Title: _____

By: _____

By (signature): Elizabeth Newton

Printed Name: Elizabeth Newton

Title: Partner

Commercial Contract - Unimproved Property concerning Industrial Blvd, TX

AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay Keller Williams Realty (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

☒ \$ _____, or
☒ 3 % of the sales price, or
☐ _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: RE/max Burnet

Cooperating Broker: Keller Williams Realty

By: [Signature]

Julia Perkins

By: _____

ATTORNEYS

Seller's attorney: _____

Buyer's attorney: _____

Address: _____

Address: _____

Phone & Fax: _____

Phone & Fax: _____

E-mail: _____

E-mail: _____

Seller's attorney requests copies of documents, notices, and other information:

- ☐ the title company sends to Seller.
☐ Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:

- ☐ the title company sends to Buyer.
☐ Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

- ☐ A. the contract on this day _____ (effective date);
☐ B. earnest money in the amount of \$ _____ in the form of _____ on _____.

Title company: _____

Address: _____

By: _____

Phone & Fax: _____

Assigned file number (GF#): _____

E-mail: _____

ADDENDUM

PROPERTY: _____

1) Special Provisions

- Buyer is a licensed real estate agent.

Date: _____

DocuSigned by:

Whitney Newton

11/29/2017

Signature

Date: _____

Signature

Date: _____

DocuSigned by:

Elizabeth Newton

11/29/2017

Signature

Date: _____

Signature

Addendum

I, _____ MAYOR OF THE CITY OF DALLAS, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE RESOLUTIONS PASSED BY THE COUNCIL OF THE CITY OF DALLAS, TEXAS, ON THE _____ DAY OF _____, 1917.

CITY OF DALLAS, TEXAS.
COUNTY OF DALLAS.

REDACTED

STATE OF TEXAS,
COUNTY OF BIRMINGHAM.

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CRYSTA COBLE BROUGHT, MAYOR, CITY OF BURKET, TEXAS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT SHE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREON EXPRESSED AND IN THE CAPACITY THEREIN STATED.

LEGISLATIVE PUBLIC IN AND FOR THE STATE OF TEXAS

22566088 40 125

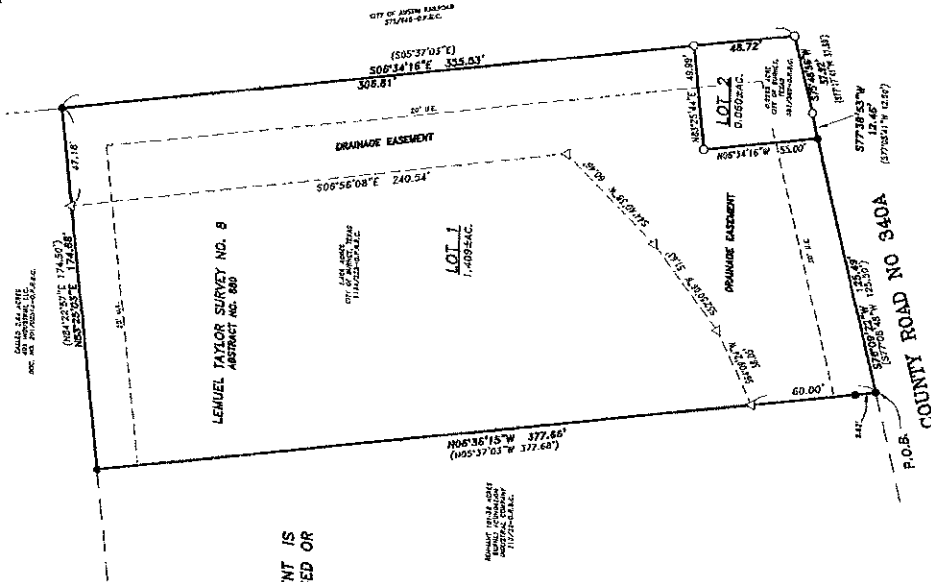
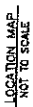
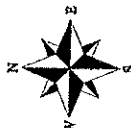
THE ATTACHED AMJOR PLAT OF "BURNET INDUSTRIAL PARK, SECTION 2" HAS BEEN FILED TO COMPLY WITH THE SUBDIVISION ORDINANCES OF THE CITY OF BURNET, TEXAS. THE DIRECTOR OF DEVELOPMENT FOR THE CITY OF BURNET, TEXAS, HAVE APPROVED THIS PLAT ON THIS _____ DAY OF _____, 2017.

CITY OF BURNET, TEXAS

TABLE OF TEXTS:

THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT OF "BURNETT INDUSTRIAL PARK, SECTION 2", WAS PREPARED AND DRAWN FROM AN ACTUAL SURVEY MADE ON THE GRADING UNDER MY SUPERVISION, AND THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID AS I LOCATED ITS DEPENDENT PARTS ON THE GROUND.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT"



BURNET INDUSTRIAL PARK, SECTION 2

1 of 1	
SHEET	
2	1
CAGE NO.	RECEPTION
REVISONS	
SCALE 1" = 40'	
1900 OLLIE LANE MARBLE FALLS, TX 78054 PH 325-398-5200 EXT 707-4815 WWW.CUTPLASSOCIATES.COM	
PREPARED FOR: CITY OF BURKET DESIGNED BY: JESSIE A. CANNON CHECKED BY: JESSIE A. CANNON FIELDWORK PERFORMED ON: 07/18/2017 50774102147	
PROJECT DATA SHEET NO. 171135	



Fire Department

ITEM 4.5

Mark Ingram
Fire Chief
(830)-798-4674
mingram@cityofburnet.com

Agenda Item Brief

Meeting Date: January 23, 2018

Agenda Item: Discuss and consider action: Authorization to re-instate the part time shift for EMS personnel: M. Ingram

Background: Due to the low revenues received for emergency services billing, the EMS floating shift was discontinued at the Fire Department in October 2017.

The Part Time Shift was scheduled as follows:

- 2:00 p.m.-10:00 p.m. FLOAT SHIFT
7 DAYS A WEEK
- 3:00p.m.-11:00 p.m. FLOAT SHIFT
PEAK STAFFING SUNDAY, MONDAY
FRIDAY AND SATURDAY

Information: Due to the increase in call volume, the Fire Department is requesting to re-instate the Part Time Shift for EMS personnel as follows:

- 7:00 a.m.-7:00 p.m. FLOAT SHIFT
7 DAYS A WEEK

Fiscal Impact: The expected increase in personnel costs is approximately \$35,000.00 which will require an amendment to the 2017-2018 FY Budget for the Fire Department

Recommendation: Staff recommends approval of the re-instatement of the Part Time Shift for EMS personnel.



Administration

ITEM 4.6

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

Agenda Item Brief

Meeting Date: January 23, 2018

Agenda Item: Discuss and consider action: FIRST READING OF AN ORDINANCE ORDERING A SPECIAL ELECTION TO BE HELD ON THE QUESTION OF THE ADOPTION OF AMENDMENTS TO THE CHARTER OF THE CITY OF BURNET; DESIGNATING MAY 5, 2018 AS THE DATE OF THE SPECIAL ELECTION; PRESCRIBING THE FORM OF THE BALLOT; DESIGNATING THE POLLING PLACE; PROVIDING FOR THE METHOD OF VOTING; PROVIDING FOR ABSENTEE VOTING; PROVIDING FOR NOTICE OF THE ELECTION; AND PROVIDING AN EFFECTIVE DATE: K. Dix
UNA ORDENANZA DE ORDENAR UNA ELECCIÓN ESPECIAL QUE SE CELEBRARÁ EN LA CUESTIÓN DE LA ADOPCIÓN DE ENMIENDAS A LA CONSTITUCIÓN DE LA CIUDAD DE BURNET; DESIGNACIÓN DE 5 DE MAYO DE 2018 COMO FECHA DE LA ELECCIÓN ESPECIAL; PRESCRIPCIÓN DE LA FORMA DE LA BOLETA; DESIGNAR EL LUGAR DE VOTACIÓN; PROPORCIONAR PARA EL MÉTODO DE VOTACIÓN; PREVENIR AUSENTE VOTACIÓN; PROPORCIONAR PARA LA NOTIFICACIÓN DE LA ELECCIÓN; Y PROPORCIONAR UNA FECHA EFECTIVA: K. Dix

Background: The City of Burnet Charter Committee was appointed by Council in October, 2017 to review the City's Charter. The committee has completed the review. There are a total of thirty measures and fourteen recommended propositions for the May ballot for Council review.

Information: It will be necessary to hold a Special Election on May 5, 2018 to present the proposed amendment to the citizens of Burnet for a vote

Fiscal Impact: None.

Recommendation: Approve ordinance 2018-03 as presented calling a Special Election to be held on the question of the adoption of amendment to the Charter of the City of Burnet, on May 5, 2018.

ORDINANCE 2018-03
ORDENANZA 2018-03

AN ORDINANCE ORDERING A SPECIAL ELECTION TO BE HELD ON THE QUESTION OF THE ADOPTION OF AMENDMENTS TO THE CHARTER OF THE CITY OF BURNET; DESIGNATING MAY 5, 2018 AS THE DATE OF THE SPECIAL ELECTION; PRESCRIBING THE FORM OF THE BALLOT; DESIGNATING THE POLLING PLACE; PROVIDING FOR THE METHOD OF VOTING; PROVIDING FOR ABSENTEE VOTING; PROVIDING FOR NOTICE OF THE ELECTION; AND PROVIDING AN EFFECTIVE DATE.

UNA ORDENANZA DE ORDENAR UNA ELECCIÓN ESPECIAL QUE SE CELEBRARÁ EN LA CUESTIÓN DE LA ADOPCIÓN DE ENMIENDAS A LA CONSTITUCIÓN DE LA CIUDAD DE BURNET; DESIGNACIÓN DE 5 DE MAYO DE 2018 COMO FECHA DE LA ELECCIÓN ESPECIAL; PRESCRIPCIÓN DE LA FORMA DE LA BOLETA; DESIGNAR EL LUGAR DE VOTACIÓN; PROPORCIONAR PARA EL MÉTODO DE VOTACIÓN; PREVENIR AUSENTE VOTACIÓN; PROPORCIONAR PARA LA NOTIFICACIÓN DE LA ELECCIÓN; Y PROPORCIONAR UNA FECHA EFECTIVA.

WHEREAS, the City Council of the City of Burnet, Texas, in the exercise of the discretion reposed in it by the laws of this State, and in accordance with the provisions of Chapter 9 of the Texas Local Government Code, has determined to submit the following proposed amendments to the existing Charter of the City of Burnet at a special election to be held on May 5, 2018, and

Considerando que, *el Ayuntamiento de la ciudad de Burnet, Texas, en el ejercicio de la discreción depositada en él por las leyes de este estado y de conformidad con las disposiciones del capítulo 9 del código de Gobierno Local de Texas, ha decidido a presentar las siguientes enmiendas a la carta vigente de la ciudad de Burnet en una elección especial que se celebrará el 5 de mayo 2018, y*

WHEREAS, the laws of the State of Texas further provide that Section 3.001 of the Election Code of the State of Texas is applicable to said elections, and in order to comply with said Code, an Order should be passed ordering said election and establishing the procedure to be followed in said election, and designating the voting place for said election; and

Considerando que, *proporcionan las leyes del estado de Texas que 3.001 de la sección del código electoral del estado de Texas es aplicable a dicho las elecciones, y para cumplir con dicho código, se debe pasar un pedido pedido dicha elección y establecer el procedimiento a seguir en dicha elección y designar la votación lugar para dicha elección; y*

WHEREAS, on October 24, 2017, the City Council appointed persons to a Charter Review Committee ("CRC"), and charged the CRC with reviewing and proposing amendments to the Burnet City Charter; and

Considerando que, *el 24 de octubre de 2017, el Concejo Municipal nombró a las personas a un Comité de revisión de la carta ("CRC") y cargado el CRC de revisar y proponer enmiendas a la Constitución de la ciudad de Burnet; y*

WHEREAS, following a series of public meetings, held pursuant to and in compliance with the Texas Open Meetings Act, the CRC presented its proposed Charter

amendments to City Council in a public meeting; and

Considerando que, *tras una serie de reuniones públicas, celebrada en virtud y en cumplimiento de la ley de reuniones abiertas de Texas, la CRC presenta sus enmiendas de la carta al Consejo de la ciudad en una reunión pública; y*

WHEREAS, the Council reviewed the proposed Charter amendments and after considering the CRC's proposed amendments, the Council now believes that Burnet voters should vote on the following proposed amendments, in the form of propositions; and

Considerando que, *el Consejo examinó las enmiendas de la carta y después de considerar la CRC enmiendas, el Consejo cree ahora que los votantes de Burnet deben votar en las siguientes enmiendas, en forma de proposiciones; y*

WHEREAS, Texas Local Government Code Section 9.004 governs the amendments to a City's Home Rule Charter; and

Considerando que, *Texas Local Gobierno código sección 9.004 rige las enmiendas de la ciudad Inicio regla carta; y*

WHEREAS, the City Council of the City of Burnet, Texas, finds it in the public interest to order a special election, to be held on May 5, 2018, for a vote of the electors as to the proposed amendments to the Burnet City Charter; and

Considerando que, *el Ayuntamiento de la ciudad de Burnet, Texas, resulta de interés público para pedir una elección especial, que se celebrará el 5 de mayo de 2018, una votación de los electores en cuanto a las enmiendas a la Constitución de la ciudad de Burnet; y*

WHEREAS, the City Council of the City of Burnet, Texas, hereby directs City staff to publish in some newspaper of general circulation in the city on the same day in each of two successive weeks, the date of the first publication to be not less than fourteen days prior to the date of the May 5, 2018 election, a substantial copy of the proposed amendments and an estimate of the anticipated fiscal impact to the City.

Considerando que, *el Ayuntamiento de la ciudad de Burnet, Texas, por la presente dirige el personal de la ciudad para publicar en un periódico de circulación general en la ciudad el mismo día en cada una de las dos sucesivas semanas, la fecha de la primera publicación que no menos de catorce días antes de la fecha de la elección del 5 de mayo de 2018, una copia substancial de las enmiendas propuestas y una estimación del impacto fiscal previsto a la ciudad.*

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

AHORA, POR TANTO, SER ORDENADO POR EL AYUNTAMIENTO DE LA CIUDAD DE BURNET, TEXAS:

SECTION 1. ELECTION ORDER
SECCIÓN 1. ORDEN DE ELECCIÓN

The City Council of the City of Burnet, pursuant to Chapter 9 of the Texas Local Government Code, for the purpose of submitting to the qualified voters of the City, for adoption or rejection, order the following proposed amendments to the existing Charter of the City of Burnet, Texas be submitted for election.

El Ayuntamiento de la ciudad de Burnet, en virtud del capítulo 9 del código de Gobierno Local sobre el Texas, con el propósito de presentar a los electores de la ciudad, para su

aprobación o rechazo, pedir las siguientes enmiendas a la Constitución vigente de la ciudad de Burnet, Texas presentarse a las elecciones.

SECTION 2. SUBMISSION OF MEASURES
SECCIÓN 2. PRESENTACIÓN DE MEDIDAS

The following measures will be submitted to the qualified voters of the City at the election in the form of propositions in accordance with Section 9.004 of the Texas Local Government Code and other applicable laws:

Las siguientes medidas se presentará a los votantes de la ciudad en la elección en forma de proposiciones según sección 9.004 del código de Gobierno Local de Texas y otras leyes aplicables:

Measure No. 1

Measure 1 shall be placed on the ballot in the form of the following Proposition:

CITY OF BURNET PROPOSITION A

The Amendment of the City Charter eliminating those provisions which are redundant of or in conflict with State Law.

FOR _____

AGAINST _____

Section 3.04. - Judge of Election Qualifications.

~~The City Council shall be the judge of the election and qualifications of its new members. The City Council shall also, at the first meeting after the filing deadline, by majority vote either approve or disapprove the Section 3.03 qualifications of each candidate. If the City Council finds that a candidate does not meet all qualifications set forth in Section 3.03, such candidate's name shall not be placed on the ballot.~~

Section 4.10. - Boards and Commissions.

~~The City Council shall have authority to establish by ordinance such boards and commissions as it may deem necessary for the conduct of City business and management of municipal affairs. The authority, functions, qualifications and responsibilities of such boards and commissions shall be delineated in the establishing ordinances.~~

Section 5.05. - Official Ballot.

~~The names of all candidates for office, except such as may have withdrawn, died or become ineligible, shall be placed on official ballots without party designations specifying the council place for which each is seeking election.~~

Section 8.05. - Consent of Property Owners.

~~The consent of abutting and adjacent property owners shall not be required for the construction, extension, maintenance or operation of any public utility, public service or proprietary enterprise but nothing in this Article or in any franchise granted under the provisions of this Article shall ever be construed to deprive any such property owners of any right of action for damage or injury to property as now or shall later be provided by law.~~

~~Section 8.10. -- Municipally Owned Utilities, Public Services and Proprietary Enterprises.~~

~~Annually, a certified public accountant will prepare, and the City Council will cause to be published, a financial report for each public utility, public service and proprietary enterprise owned or operated by the City. Each report will contain the information specified in this Section and other information as required by the City Council. The City Council will establish by ordinance the submission and inclusive dates of each report.~~

~~Section 10.04. -- Oath of Office.~~

~~All officers of the City shall, whether elected or appointed, before entering upon the duties of their respective offices, take and subscribe to the official oath prescribed by the Constitution of the State of Texas. The oath shall be administered by the Mayor, Mayor Pro-tem, City Secretary or other person authorized by law to administer oaths.~~

~~Section 10.05. -- Exemption From Execution, Garnishment and Assignment.~~

~~Property of the City shall not be liable for sale or appropriation by writ of execution. Funds of the City possessed by any person or entity shall not be liable to garnishment on account of any debt the City may owe nor funds or property it may have on hand owed to any person. The City and its officers and agents shall not be required to answer a writ of garnishment of City property on any account whatever. The City shall not be obligated to recognize any assignment of wages or funds by its employees, agents or contractors.~~

~~Section 10.07. -- Security or Bond Not Required.~~

~~It shall not be necessary in any action, suit or proceeding in which the City may be a party for any bond, undertaking, or security to be executed in behalf of the City, but all actions, suits and proceedings shall be conducted as if a bond, undertaking or security had been given. The City shall have all remedies of appeal provided by law to all courts without bond or security of any kind. For the purposes of all such actions, suits, proceedings and appeals, the City shall be liable in the same manner and to the same extent as if the bond, undertaking or security had been executed and given.~~

~~Section 10.10. -- Sale or Lease of Real Property Other than Public Utilities or Real Property Acquired by Tax Sale.~~

~~The sale or lease of real property other than public utilities or real property acquired by tax sale shall be as provided by State law. In the event that a sale or lease of real property is not covered by State law, the following shall apply: The City Council may by ordinance sell or lease any real property owned by the City, but not for less than the appraised value determined by a certified appraiser. A sale, or lease for more than five (5) years, shall not be completed until thirty (30) days after passage of an ordinance approving the transaction. If, during that thirty (30) day period, a Referendum Petition is presented to the City Secretary who then deems it sufficient according to Article VI of this Charter, he/she shall certify the Referendum Petition to the City Council at its next regular meeting. The City Council shall then call an election submitting the question of whether or not the sale or lease shall be concluded.~~

~~The provisions of this Section shall not apply to public utilities or to property purchased by the City at tax sales.~~

~~Section 10.11. -- Abandonment of Streets, Alleys and Rights of Way.~~

~~The City may vacate, abandon or close a street, alley, easement or other public right of way. Any owner of property that abuts a public right of way may petition the City to vacate, abandon or close such right of way.~~

~~Any proposal by the City Council or citizen request, or upon citizen presentation of an Initiative Petition to abandon any public right of way shall first be heard by the Planning and Zoning Commission. The Planning and Zoning Commission shall notify all owners of property abutting the public right of way in question of its pending recommendation and the time when the matter will be heard by the City Council.~~

~~Thirty (30) days prior to the hearing before the Planning and Zoning Commission regarding the abandonment of a public right of way, the City shall notify, in writing, all owners of abutting property of the proposed action. The notice shall describe the street, alley, easement or other right of way to be abandoned and give the time and place of the meeting set to discuss the matter. Notice of the proposed action shall be published in a newspaper of general circulation in the City Burnet and as files available for download via the Internet.~~

~~In the event a public roadway or right of way is abandoned, the City shall determine what part of such road or right of way will not be required for another public use and shall offer the remainder of such right of way to the abutting owners in proportion to their ownership. The conveying of such property to the abutting owners shall be as provided by State law. If such is not controlled by State law and upon an abutting owner offering to purchase the right of way for the fair value, the City shall, within thirty (30) days after deposit of the fair value, deliver a deed without warranty transferring the abandoned property to the abutting owners who made the deposit.~~

Article XI. -- Charter Amendments

Section 11.01. -- Proposal of Amendments.

~~Amendments to this charter may be framed and proposed as follows:~~

~~A. **By Law.** In any manner provided by law;~~

~~B. **By City ordinance.** By an ordinance of the City Council containing the full text of the proposed amendment;~~

~~C. **By Charter Commission report.** By the report of a Charter Commission created by ordinance, or~~

~~D. **By the voters of the City.** Proposal of an amendment by the voters of the City shall be by petition containing the full text of the proposed amendment and shall be governed by the same procedures and requirements prescribed in Article VI for Initiative Petitions. The petition must be signed by at least three hundred (300) registered voters of the City or the number equal to at least 30 percent (30%) of the total of those registered to vote at the last regular City election, whichever number is greater. The Petitioners Committee may withdraw the petition at any time before the fifteenth (15th) day immediately preceding the day scheduled for the City vote on the amendment.~~

~~Any amendment proposed for this Charter shall contain only one subject~~

Section 11.02. -- Election.

~~Upon delivery to the City election authorities of the report of a Charter Commission or delivery by the City Secretary of an adoption ordinance or a petition finally determined sufficient proposing an amendment pursuant to Article VI of this Charter, the election authorities shall submit the proposed amendment to the voters of the City at an election. An election for a proposed Charter amendment shall be announced by a notice containing the complete text of the proposed amendment, shall be posted in compliance with State law and shall be published on the same day of two successive weeks in one or more newspapers of general circulation in the City and as files available for download via the Internet. The date of the first publication shall occur more than fourteen (14) days prior to the date of the election.~~

~~A Charter amendment election shall be held on the first uniform election date that is not less than sixty (60) days after the adoption of the ordinance or report or the final determination of sufficiency of the petition proposing the amendment. The City Council shall provide for a special election on a proposed amendment in compliance with State law. The election may be held with the regular City election. Ballots for an amendment election shall be so designed that voters may approve or disapprove any one or more amendments without having to approve or disapprove all the amendments.~~

~~Section 11.03. – Adoption of Amendments.~~

~~If a majority of the registered voters of the City voting on a proposed Charter amendment vote in favor if it, the amendment shall become effective at the time fixed in the amendment or, if no time is fixed, 30 days after its adoption by the voters. However, in no case shall the amendment be in effect until the City Council records with the City Secretary an order declaring that the amendment is adopted. The order declaring adoption shall be entered into City records as soon as practicable following the election.~~

Medida Nº 1

Medida 1 se colocarán en la boleta en la forma de la siguiente proposición:

CIUDAD DE BURNET PROPOSICIÓN A

La enmienda de la Constitución de la ciudad eliminando aquellas disposiciones que sean redundantes de o contrario a la ley del estado.

POR _____ CONTRA _____

~~Sección 3.04. -Juez de calificación de la elección.~~

~~El Ayuntamiento será el juez de la electoral y títulos de sus nuevos miembros. El Concejo Municipal deberá también, en la primera reunión después de la fecha límite de presentación, por mayoría de votos aprobar o desaprobar las calificaciones sección 3.03 de cada candidato. Si el Ayuntamiento considera que un candidato no cumple con todos los requisitos establecidos en la sección 3.03, nombre de dicho candidato no se colocarán en la boleta electoral.~~

~~Sección 4.10. – Tableros y comisiones.~~

~~El Ayuntamiento tendrá autoridad para establecer por ordenanza los tableros y las comisiones que considere necesaria para la realización de negocios de la ciudad y gestión de los asuntos municipales. La autoridad, funciones, requisitos y responsabilidades de tales juntas y comisiones se delineó en las ordenanzas estableciendo.~~

~~Sección 5.05. –Boleta oficial.~~

~~Los nombres de todos los candidatos para la oficina, excepto como puede haberse retirado, murió o se convierten en elegibles, deberán colocarse en las papeletas oficiales sin designaciones de partes especificando el lugar consejo para que cada uno trata de elecciones.~~

~~Sección 8.05. –Consentimiento de los propietarios.~~

~~El consentimiento de los propietarios contiguos y adyacentes no será necesario para la construcción, ampliación, mantenimiento o funcionamiento de utilidad pública, servicio público o empresa propietaria pero nada en este artículo o en cualquier licencia concedida en virtud de la lo dispuesto en este artículo se interpretará siempre para privar a cualquier tales propietarios de cualquier derecho de acción por daños a la propiedad como ahora o más tarde se proporcionará por la ley.~~

~~Sección 8.10. –Propiedad municipal de servicios públicos, servicios públicos y las empresas propietarias.~~

~~Anualmente, un contador público certificado preparará y hará que el Ayuntamiento publicará, un informe financiero para cada servicio público, servicio público y empresa propietaria propiedad u operados por la ciudad. Cada informe contendrá la información especificada en esta sección y demás información requerida por el Ayuntamiento. El Concejo Municipal establecerá por ordenanza la presentación y fechas extremas de cada informe.~~

~~Sección 10.04. –Juramento de la oficina.~~

~~Todos los funcionarios de la ciudad, ya sea elegido o designado, antes de entrar en los deberes de sus respectivos cargos, tomará y suscribirse al juramento oficial prescrito por la Constitución del estado de Texas. El juramento será administrado por el alcalde, alcalde Pro tem, Secretario de la ciudad u otra persona autorizada por ley para tomar juramentos.~~

~~Sección 10.05. –Exención de ejecución, embargo y cesión.~~

~~Propiedad de la ciudad no será responsable de la venta o apropiación por mandamiento de ejecución. Fondos de la ciudad poseído por cualquier persona o entidad no será responsables a retención a cuenta de cualquier deuda que la ciudad puede deber ni fondos o propiedad puede haber en mano debió a cualquier persona. No será necesarios para responder a un mandamiento de embargo de propiedad de la ciudad en cualquier cuenta sea cual sea la ciudad y sus funcionarios y agentes. La ciudad no estará obligada a reconocer cualquier cesión de los salarios o los fondos de sus empleados, agentes o contratistas.~~

~~Sección 10.07. –Seguridad o fianza no es necesario.~~

~~No será necesario en cualquier acción, demanda o procedimiento en que la ciudad puede ser una fiesta para cualquier enlace, empresa o seguridad para bien de la ciudad, pero todas las acciones, trajes actuaciones deberán llevarse a cabo como si de un bono, empresa o seguridad se les había dado. La ciudad tendrá todos los recursos de apelación previstos por la ley a todos los tribunales sin la fianza o garantía de ningún tipo. A los efectos de dichas acciones, juegos, procedimientos y recursos, la ciudad será responsable de la misma manera y en la misma medida como si el vínculo, la empresa o la seguridad había sido ejecutada y dado.~~

~~Sección 10.10. –Venta o arrendamiento de bienes inmuebles que no sean de servicios públicos o bienes adquiridos por el impuesto sobre la venta.~~

~~La venta o arrendamiento de real property que no sean de servicios públicos o bienes adquiridos por el impuesto sobre la venta será conforme a lo dispuesto por la ley estatal. En caso de que una venta o arrendamiento de bienes inmuebles no está cubierto por la ley estatal, se aplicarán las siguientes: el Concejo Municipal puede por ordenanza vender o alquilar cualquier inmueble propiedad de la ciudad, pero no por menos el valor de tasación determinado por un tasador certificado. Una venta o contrato de arrendamiento por más de cinco 5 años, no se completará hasta treinta 30 días después de la~~

~~aprobación de una ordenanza que aprueba la transacción. Si, durante ese período de treinta 30 días, se presenta una petición de referéndum para el Secretario de la ciudad que luego considere suficiente según artículo VI de la presente carta, certificará la petición de referéndum para el Ayuntamiento en su próxima reunión regular. El Ayuntamiento deberá llamar una elección presentar la pregunta de si o no la venta o arrendamiento deberá haber concluido.~~
~~Las disposiciones de esta sección no se aplicarán a los servicios públicos o de propiedad adquirida por la ciudad en las ventas de impuestos.~~

Sección 10.11. Abandono de calles, callejones y derechos de vía.

~~La ciudad puede desalojar, abandonar o cerrar una calle, callejón, servidumbre u otra vía pública. Cualquier dueño de propiedad que colinda con una vía pública podrá solicitar a la ciudad para desalojar, abandonar o cerrar tal derecho de paso.~~

~~Cualquier propuesta por el Concejo Municipal o solicitud del ciudadano, o ciudadana presentación de una petición de iniciativa para abandonar cualquier vía pública primero será resuelta por la Comisión de zonificación y planificación. La Comisión de zonificación y planificación notificará a todos los dueños de la propiedad contigua a la vía pública en cuestión de la recomendación de la pendiente y el tiempo cuando el tema se escuchará por el Ayuntamiento.~~

~~Treinta 30 días antes de la audiencia ante la Comisión de zonificación y planificación sobre el abandono de una vía pública, la ciudad debe notificar, por escrito, todos los propietarios de contigua propiedad de la acción propuesta. El aviso describirá la calle, callejón, servidumbre u otro derecho de paso a ser abandonados y dar la hora y el lugar de la reunión para discutir el asunto. Anuncio de la acción propuesta se publicará en un periódico de circulación general en la ciudad de Burnet y archivos disponibles para su descarga a través de Internet.~~

~~En el caso de un camino público o derecho de vía se abandona la ciudad determinará qué parte de dicho camino o derecho de vía no será requerido para otro uso público y ofrecerá el resto de tal derecho de paso a los propietarios contiguos en proporción a su propiedad. El transporte de esos bienes a los propietarios contiguos será conforme a lo dispuesto por la ley estatal. Si tal no es controlado por la ley estatal y contiguos dueño oferta adquirir el derecho de vía para el valor razonable, la ciudad, dentro de 30 treinta días después del depósito del valor razonable, entregará una escritura sin garantía transfiere la propiedad abandonada a la propietarios contiguos que hecho el depósito.~~

Artículo XI. Carta enmiendas

Sección 11.01. Propuesta de enmiendas.

~~Enmiendas de esta carta pueden enmarcadas y propuso como sigue:~~

~~A. **por la ley.** En cualquier forma prevista por la ley,~~

~~B. **por ordenanza.** Por una ordenanza del Concejo Municipal que contiene el texto completo de la enmienda propuesta,~~

~~C. **Informe por carta Comisión.** El informe de una Comisión de la carta creada por ordenanza, o~~

~~D. **por los votantes de la ciudad.** Propuesta de una enmienda presentada por los votantes de la ciudad será por petición que contiene el texto completo de la enmienda propuesta y se registrá por los mismos procedimientos y requisitos prescriben en artículo VI para peticiones de iniciativa. La petición debe ser firmada por al menos trescientos 300 votantes registrados de la ciudad o el número equivalente a por lo menos 30 por ciento (30%) del total de los registrados para votar en la elección regular pasada de la ciudad, cualquier número es mayor. La Comisión de peticiones puede retirar la petición~~

~~en cualquier momento antes del quince (15^{to}) día inmediatamente anterior al día previsto para la votación de la ciudad de la enmienda.~~

~~Cualquier enmienda de esta carta contendrá un único tema~~

~~Sejo 11.02. elección.~~

~~Entrega a las autoridades de elección de la ciudad del informe de una Comisión de la carta o entrega por el Secretario de la ciudad de una adopción ordenanza o una petición se determina suficiente proponiendo una enmienda en virtud del artículo VI de la presente carta, la elección las autoridades deberán presentar la enmienda propuesta a los votantes de la ciudad en una elección. Una elección para una enmienda de la carta se hará por un aviso que contenga el texto completo de la enmienda propuesta, se publicará en cumplimiento de la ley del estado y se publicarán el mismo día de dos semanas sucesivas en uno o más periódicos de circulación general en la ciudad y como archivos disponibles para su descarga a través de Internet. La fecha de la primera publicación ocurrirá más de catorce 14 días antes de la fecha de la elección.~~

~~En la primera fecha de la elección uniforme que no menos de sesenta 60 días después de la aprobación de la ordenanza o informe o de la determinación final de suficiencia de la petición proponiendo la enmienda se celebrará una elección de enmienda de la carta. El Ayuntamiento deberá proporcionar una elección especial en una enmienda conforme a la ley estatal. La elección puede realizarse con la elección regular de la ciudad.~~

~~Votos para una elección de enmienda deberán diseñarse para que los votantes pueden aprobar o desaprobar cualquier modificación de uno o más sin tener que aprobar o rechazar todas las enmiendas.~~

~~Sección 11.03. Adopción de las enmiendas.~~

~~Si la mayoría de los votantes registrados de la ciudad votar una carta propuesta enmienda votar a favor si, la enmienda entrará en vigor en el plazo fijado en la enmienda o, si no hay tiempo fijo, 30 días después de su adopción por los votantes. Sin embargo, en ningún caso la enmienda quedará en efecto hasta los registros del Ayuntamiento con el Secretario de la ciudad una orden declarando que la enmienda es aprobada. La orden que declara la adopción se inscribirá en la ciudad registra tan pronto como sea posible después de la elección.~~

Measure No. 2

Measure 2 and shall be placed on the ballot in the form of the following Proposition:

CITY OF BURNET PROPOSITION B

The Amendment of the City Charter changing providing that City Council members “may” be compensated rather than “shall” be compensated.

FOR _____

AGAINST _____

Section 3.05. - Compensation.

The Mayor and Council Members ~~shall~~ may be compensated ~~entitled to compensation.~~
The rate of compensation may be established or changed by the City Council; however, no increase in the rate of compensation shall take effect unless ratified by a majority of the voters in the next regular City election. The Mayor and Council Members shall be entitled, with approval by the City Council, to be reimbursed for reasonable expenses

incurred in the performance of specific duties. Levels of reimbursement shall be determined by the City Council.

Medida Nº 2

Mide 2 y se colocarán en la boleta en la forma de la siguiente proposición:

CIUDAD DE BURNET PROPOSICIÓN B

La enmienda de la Constitución de la ciudad cambio de proporcionar a los miembros del Consejo de la ciudad "pueden" ser compensados que no "serán" compensados.

POR _____ CONTRA _____

Sección 3.05. -Compensación.

El alcalde y los miembros del Consejo ~~será~~ puede ser compensado ~~con derecho a indemnización~~. La tasa de compensación puede ser establecida o cambiada por el Ayuntamiento; sin embargo, ningún aumento en la tasa de compensación surtirá efecto a menos que ratificado por una mayoría de los votantes en las próximas elecciones regulares de la ciudad. El alcalde y los miembros del Consejo podrá, con aprobación del Consejo de la ciudad, a ser reembolsado por los gastos erogados en el ejercicio de funciones específicas. Niveles de reembolso se determinarán por el Ayuntamiento.

Measure No. 3

Measure 3 shall be placed on the ballot in the form of the following Proposition:

CITY OF BURNET PROPOSITION C

The Amendment of the City Charter clarifying that the Mayor's authority to delay a vote is not indefinite.

FOR _____ AGAINST _____

Section 3.06. - Mayor and Mayor Pro-tem.

The Mayor shall be the official head of the City government. The Mayor shall be the Chair and shall preside at all meetings of the City Council. The Mayor may make motions and may vote on every proposition before the City Council. While the Mayor or alternate presiding officer shall have no power to veto, he/she shall have the power to declare a delay of the initial vote on a matter until the next ~~regular~~ Council meeting ~~on matters related to City Ordinances~~. The Mayor shall, except as provided otherwise by the City Council, sign all official documents such as ordinances, resolutions, conveyances, grant agreements, official plats, contracts and bonds. The Mayor shall appoint special committees as advisable and as instructed by the City Council. The Mayor shall perform such other duties consistent with this Charter or as may be imposed by the City Council.

Medida Nº 3

Medida 3 se colocarán en la boleta en la forma de la siguiente proposición:

CIUDAD DE BURNET PROPOSICIÓN C

La enmienda de la Constitución de la ciudad aclarar que la autoridad de la Alcaldía a aplazar una votación no es indefinida.

POR _____ CONTRA _____

Sección 3.06. -Alcalde y alcalde Pro-tem.

El alcalde será el jefe oficial del gobierno de la ciudad. El alcalde será el Presidente y deberá presidir todas las reuniones del Concejo Municipal. El alcalde puede hacer movimientos y puede votar en cada proposición ante el Consejo de ciudad. Mientras que el alcalde o el Presidente Suplente no tendrán poder de veto, que él/ella tendrá el poder de declarar un retraso de votación inicial en un asunto hasta la próxima sesión de Consejo ~~ordinaria en cuestiones relacionadas con la ciudad~~ Ordenanzas. El alcalde, salvo que disponga lo contrario por el Concejo Municipal, firmar todos los documentos oficiales tales como ordenanzas, resoluciones, transportes, otorgan bonos, plats oficiales, contratos y acuerdos. El alcalde nombrará a comisiones especiales como recomendable y como instruido por el Ayuntamiento. El alcalde deberá desempeñar dichas otras obligaciones coherentes con esta carta o que puedan ser impuestos por el Ayuntamiento.

Measure No. 4

Measure 4 shall be placed on the ballot in the form of the following Proposition:

CITY OF BURNET PROPOSITION D

The Amendment of the City Charter clarifying that an Council Member who resigns to run for another City office remains in office until their successor is qualified and sworn in to office.

FOR _____ AGAINST _____

Section 3.07. - Vacancies, Forfeiture, and Filling of Vacancies.

- A. **Vacancies.** The office of a City Council Member or the Mayor shall become vacant upon the death, incapacity, resignation, or removal from office in any manner authorized by law, or forfeiture of office by the office holder.
- B. **Forfeiture of Office.** If the Mayor or any City Council Member
 - 1. fails to maintain the qualifications set forth in Section 3.03 of this Charter (unless the residence of a member of the Council is de-annexed, then the member shall serve the remainder of his/her term of office), or
 - 2. has been found by at least five (5) affirmative votes of the City Council to have violated any express prohibition of this Charter, or
 - 3. is convicted of a crime involving moral turpitude or a felony, or
 - 4. fails to attend three (3) consecutive regular Council meetings without being excused by the City Council, then the City Council shall, at its next regular meeting, declare the office to be vacant and shall fill such vacancy as set forth below, or

- ~~5. has more than one year remaining on their term and files to run for another elected position within the city government.~~

the City Council shall, at its next regular meeting, declare the office to be vacant and shall fill such vacancy as set forth below.

C. Resignation by filing or another elected position

If a City Council Member or the Mayor has more than one year remaining on their term and files to run for another elected position within the City government then said filing shall be considered a resignation of their current position. However, the resigning individual shall holdover in their current position until their successor is sworn in to office.

D. Filling of Vacancies.

1. When a single or double vacancy occurs in the City Council, the remaining members of the City Council may:
 - a. Appoint a qualified person to fill the unexpired term(s). An appointment must be approved by an affirmative vote of at least five (5) members of the City Council members; or
 - b. Order an election to fill the unexpired term(s) at the next regular general election.
2. Should three (3) vacancies exist on City Council at the same time then City Council shall order an election to fill the vacancies on the next available uniform election date as provided by law.
3. All appointments to City Council shall serve until the next regular election.
4. All appointments to City Council shall be qualified to serve pursuant to Section 3.03 of this Charter and shall take office immediately upon appointment.

Medida 4 se colocarán en la boleta en la forma de la siguiente proposición:

CIUDAD DE BURNET PROPUESTA D

La enmienda de la Constitución de la ciudad de aclarar que un concejal que dimite para postularse para otro cargo de ciudad permanece en el cargo hasta que su sucesor es calificado y jurado oficina.

POR _____ CONTRA _____

Sección 3.07. -Vacantes, confiscación y relleno de vacantes.

- A. **ofertas.** La oficina de un miembro del Concejo Municipal o el alcalde será vacante a la muerte, incapacidad, renuncia o destitución del cargo de ninguna manera autorizada por ley, o pérdida de la oficina del titular de la oficina.
- B. **pérdida de oficina.** Si el alcalde o cualquier miembro del Consejo de ciudad

1. no mantener los requisitos establecen en la sección 3.03 de esta carta (a menos que la residencia de un miembro del Consejo es la anexa, entonces el miembro servirá el resto de su mandato), o
2. se ha encontrado por menos de cinco 5 votos afirmativos del Ayuntamiento haya violado una prohibición expresa de esta carta, o
3. es condenado por un delito que implica depravación moral o un delito grave, o
4. no asistir a tres 3 consecutivas reuniones ordinarias del Consejo sin ser excusado por el Ayuntamiento, entonces el Ayuntamiento, en su reunión ordinaria siguiente, declarar a la oficina a ser vacante y deberá llenar tal vacante como se indica a continuación, o
5. ~~tiene más de un año restante en su término y postularse para otro cargo electo dentro del gobierno de la ciudad.~~

el Ayuntamiento, en su reunión ordinaria siguiente, declarará la oficina a ser vacante y deberá llenar tal vacante como se indica a continuación.

C. renuncia por presentación u otra posición elegido

Si un miembro del Concejo Municipal o el alcalde tiene más de un año restante en su término y archivos a otra posición elegido en el gobierno de la ciudad entonces dijo presentación se considerará una renuncia de su actual posición. Sin embargo, el individuo dimisionaria será retenida en su posición actual hasta que su sucesor es jurado oficina.

D. Relleno de vacantes.

1. cuando una vacante individual o doble en el Ayuntamiento, los restantes miembros del Concejo Municipal podrán:
 - a. designar una persona calificada para llenar el término restante. Una cita debe ser aprobada por el voto afirmativo de por lo menos cinco 5 miembros de los miembros del Consejo de la ciudad; o
 - b. ordenar una elección para llenar el término restante en la próxima elección general regular.
2. deben existir tres 3 vacantes en el Concejo de la ciudad al mismo tiempo entonces Concejo Municipal deberá ordenar una elección para llenar las vacantes en la próxima fecha de la elección uniforme disponibles conforme a lo dispuesto por la ley.
3. todas las citas al Ayuntamiento ejercerá hasta las próximas elecciones regulares.
4. todas las citas al Ayuntamiento deberán estar calificadas para servir conforme a seccion 3.03 de esta carta y tendrán oficina inmediatamente después de la cita.

Measure No. 5

Measure 5 shall be placed on the ballot in the form of the following Proposition:

CITY OF BURNET PROPOSITION E

The Amendment of the City Charter eliminating the provisions related to the City's authority to issue bonds as duplicate of the authority provided for in State law.

FOR _____

AGAINST _____

Section 7.14. -- Bonds.

- A. **Borrowing.** The City Council shall have the power, except as prohibited by law, to borrow money by whatever method it may deem to be in the public interest.
- B. **General Obligation Bonds, Notes and Certificates of Obligation.** The City shall have the power to borrow money on the credit of the City and to issue general obligation bonds, notes and certificates of obligation and any other evidence of indebtedness authorized by State law for permanent public improvements or for any other public purpose not prohibited by the Constitution and laws of the State, and to issue refunding bonds to refund outstanding bonds of the City previously issued. All bonds or certificates of obligation shall be issued in conformity with the laws of the State and shall be used only for the purposes for which they were issued.
- C. **Revenue Bonds.** The City shall have the power to borrow money for the purpose of constructing, purchasing, improving, extending or repairing public utilities, recreational facilities or any other self-liquidating municipal function not prohibited by the Constitution and laws of the State, and to issue revenue bonds to evidence the obligation so created. Revenue bonds shall be a charge upon and payable from the properties, or interest pledged in them, or the income from them, or both. The holders of the revenue bonds shall never have the right to demand payment out of monies raised or to be raised by taxation. All revenue bonds shall be issued in conformity with the laws of the State and shall be used only for the purposes for which issued.
- D. **Bonds Incontestable.** All bonds of the City having been issued and sold and having been delivered to the purchasers shall be incontestable. All bonds issued to refund in exchange for outstanding bonds previously issued shall, after the exchange, be incontestable.
- E. **Borrowing for Capital Improvements.** The procedure for adopting any ordinance related to this Section shall be as follows:
1. A copy of the proposed ordinance shall be furnished to each member of the City Council, the City Attorney and the City Manager.
 2. Any ordinance considered that relates to this Section shall be adopted or rejected with or without amendment at the meeting at which it is introduced.
 3. Any reading of an ordinance related to this Section shall be by caption only unless a reading in whole or in part is requested by any City Council member, provided that the City Council by majority vote does not deny any request for a reading of the ordinance in whole or in part.
 4. An ordinance authorizing the issuance of obligations for other than emergency appropriations may be finally adopted at the meeting in which it is introduced. Section 3.15 shall not apply to such ordinances.

Section 3.14. - Ordinances and Resolutions.

The enacting clause of all ordinances shall be: "Be it ordained by the City Council of the City of Burnet, Texas..." Ordinances, and formal resolutions that establish programs,

adopt policy, provide any rule or regulation applicable to the general public, or establish requirements for any general administrative function of the City, shall be introduced in the City Council only in written or printed form and shall contain only one subject each.

Resolutions that give directions to the City Manager on a business matter, approve an administrative action, contract or bid, and that approve plans and actions in the course of the day-to-day business of the City, will be sufficient if shown by recording the motion and vote in the minutes of the City Council. Ordinances making appropriations shall be confined to appropriations.

Any reference to the reading of an ordinance made in this Charter shall be understood to mean the reading of the caption of the ordinance only unless a specific request is made by any Council Member for the ordinance to be read in part or in full. Any ordinance that levies a fine or penalty or deals with the budget, taxes, franchises or public utilities or the setting of their rates shall be read at two (2) regular meetings. Such Ordinances shall be published in full or by caption with a summary in two (2) successive issues of a newspaper of general circulation in the City of Burnet and as files available for download via the Internet with the first publication at least fourteen (14) days before the final reading and passage of the Ordinance.

~~Exceptions may be made to the provisions of the previous paragraph for any ordinance introduced pursuant to, and which complies with, all requirements of Section 7.14 of this Charter, entitled "Bonds," and may be voted on for adoption or rejection at the meeting at which it is introduced without need for a second reading.~~

No ordinance that is not an emergency ordinance ~~or an ordinance related to Section 7.14 of this Charter,~~ shall be finally passed until it has been read on two (2) separate days not less than twenty-four (24) hours apart.

Comment [CZ1]: Include with Measure deleting section 7.14

Comment [CZ2]: Include with Measure deleting section 7.14

Medida Nº 5

Medida 5, se colocarán en la boleta en la forma de la siguiente proposición:

CIUDAD DEL PIMPINELA LA PROPOSICIÓN E

La enmienda de la Constitución de la ciudad eliminando las disposiciones relacionadas con la autoridad de la ciudad para emitir bonos como duplicado de la autoridad prevista en la ley estatal.

POR _____ CONTRA _____

~~Sección 7.14. -Bonos.~~

~~A. préstamos. El Ayuntamiento tendrá el poder, excepto como prohibido por la ley, a pedir prestado dinero por cualquier método que considere sea de interés público.~~

~~B. bonos de obligación General, notas y certificados de obligación. La ciudad tendrá el poder de tomar prestado dinero en el crédito de la ciudad y a emitir bonos de obligación general, notas y certificados de obligación y cualquier otra evidencia de deuda autorizada por la ley del estado para mejoras públicas permanentes, o para cualquier otro público fines no prohibidos por la Constitución y las leyes del estado y al tema bonos de reembolso reembolsar bonos en circulación de la ciudad previamente emitido. Todos los bonos o certificados de obligación se expedirán conforme a las leyes del estado y se utilizará únicamente para los fines para los cuales fueron publicados.~~

~~C. **bonos de ingresos de.** La ciudad tendrá la posibilidad de pedir un préstamo para construcción, compra, mejora, ampliación o reparación de servicios públicos, instalaciones o cualquier otra función municipal autoliquidables no prohibida por la Constitución y las leyes del estado y al tema bonos de ingresos que evidencia la obligación así creado. Bonos de ingresos será un cargo a y pagadores de las propiedades, o interés comprometido en ellos, o los ingresos de ellos, o ambos. Los titulares de los bonos de ingresos no tendrá derecho para exigir el pago de dinero elevado o levantado por impuestos. Todos los ingresos bonos se expedirán conforme a las leyes del estado y se utilizará únicamente para los fines para los que emitió.~~

~~D. **bonos indiscutibles.** Todos los bonos de la ciudad después de haber sido emitido y vendido y haber sido entregados a los compradores será indiscutible. Todos los bonos emitidos para devolver a cambio de bonos en circulación emitidos previamente, tras el intercambio, será indiscutibles.~~

~~E. **préstamos para mejoras de Capital.** El procedimiento para la adopción de cualquier ordenanza relacionada con esta sección deberá ser como sigue:~~

- ~~1. una copia de la ordenanza propuesta se entregará a cada miembro del Ayuntamiento, el abogado de la ciudad y el administrador de la ciudad.~~
- ~~2. cualquier ordenanza considera que se refiere a esta sección será adoptada o rechazada con o sin enmiendas en la sesión en la que se introduce.~~
- ~~3. cualquier lectura de una ordenanza relacionada con esta sección será por título a menos que una lectura en todo o en parte sea solicitada por cualquier miembro del Concejo Municipal, siempre que el Concejo Municipal por mayoría de votos no negar cualquier solicitud para una lectura de la ordenanza en su totalidad o en parte.~~

~~4. una ordenanza que autoriza la emisión de obligaciones para que no sean créditos de emergencia podrá adoptarse finalmente en la reunión en la que se introduce. Sección 3.15 no se aplicará a tales ordenanzas.~~

Sección 3.14. -Ordenanzas y resoluciones.

La cláusula de foro de todas las ordenanzas será: "Ser ordenado por el Ayuntamiento de la ciudad de Burnet, Texas..." Ordenanzas y resoluciones formales que establecen programas de política, proporcionan cualquier regla o reglamento aplicable al público en general y se establecen requisitos para cualquier función administrativa general de la ciudad, se introducirán en el Ayuntamiento sólo en escrito o impreso y deberá contener sólo uno cada tema.

Resoluciones que dan instrucciones al administrador de la ciudad en una cuestión de negocios, aprobar una acción administrativa, contrato o licitación, y que aprueban los planes y acciones en el curso de la actividad cotidiana de la ciudad, será suficiente si se muestra al grabar el movimiento y voto en el Acta del Concejo Municipal. Ordenanzas que los créditos se limitará a los créditos.

Cualquier referencia a la lectura de una ordenanza hecha en esta carta se entenderá en el sentido de la lectura de la leyenda de la ordenanza a menos que una petición específica es hecha por cualquier miembro del Consejo de la ordenanza para leer en parte o en su totalidad. Se entenderán cualquier ordenanza que derramas una multa o sanción o aborda el presupuesto, impuestos, franquicias o empresas de servicios públicos o el ajuste de sus tasas en dos 2 reuniones ordinarias. Tales ordenanzas se publicarán en total o por el título con un resumen en 2 dos sucesivos números de un periódico de circulación general en la ciudad de Burnet y como archivos disponibles para

su descarga a través de Internet con la primera publicación por lo menos catorce 14 días antes de la lectura final y la aprobación de la Ordenanza.

~~Se pueden hacer excepciones a las disposiciones del párrafo anterior para cualquier ordenanza introducido de conformidad con, y que cumple, todos los requisitos de la sección 7.14 de esta carta, titulada "Bonos" y podrán poner a votación para su aprobación o rechazo en la reunión en la que se introduce sin necesidad de una segunda lectura.~~

No hay ordenanza que no es una Ordenanza de emergencia ~~o una ordenanza relacionados con la sección 7.14 de esta carta~~, será finalmente aprobada hasta que se ha leído en dos 2 días separados no menos de veinticuatro 24 horas de diferencia.

Measure No. 6

Measure 6 shall be placed on the ballot in the form of the following Proposition:

CITY OF BURNET PROPOSITION F

The Amendment of the City Charter to provide that Council Members shall be inducted into office at the same City Council meeting that the votes are canvassed.

FOR _____

AGAINST _____

Section 5.07. - Taking of Office.

Each newly elected person to the City Council shall be inducted into office at the ~~first regular~~ City Council meeting ~~following the canvassing of the votes.~~

Medida Nº 6

Medida 6 se colocarán en la boleta en la forma de la siguiente proposición:

CIUDAD DE BURNET PROPUESTA F

La enmienda de la Constitución de la ciudad para proveer que los miembros del Consejo deberá ser incluidos en oficina en la misma sesión de Concejo Municipal que los votos se hará el escrutinio.

POR _____

CONTRA _____

Sección 5.07. -Toma de oficina.

Cada persona recién elegido al Concejo Municipal será instalado en oficina en la reunión del Consejo de ciudad ~~regular primer siguientes la escrutinio~~ing de los votos.

Measure No. 7

Measure 7 shall be placed on the ballot in the form of the following Proposition:

CITY OF BURNET PROPOSITION G

The Amendment of the City Charter to provide that initiative and referendum petitions must be signed by five (5) percent of the number of voters registered to vote at the last general City election. and that recall petitions must be signed by qualified voters of the

City equal in number to at least twenty (20) percent of the number of voters registered to vote at the last general City election.

FOR _____

AGAINST _____

Section 6.02. - Power of Initiative.

Subject only to the limitations provided in this Article, the people of the City shall have the power to propose legislation on any local government issue, except legislation appropriating money, levying taxes, affecting zoning, annexing land, or setting rates, fees or charges, and, if the City Council fails to adopt an ordinance so proposed, to adopt or reject the proposed legislation at an election. An initiated ordinance may be submitted to the City Council by a petition signed by at least two hundred (200) registered voters of the City or ~~twenty five~~ percent (~~20-5~~%) of the number of voters registered to vote in the previous municipal election whichever number is greater.

Section 6.03. - Power of Referendum.

The voters of this City shall have the power to approve or reject at the polls any ordinance enacted by the City Council that is subject to the Referendum process under this Charter, except for bonds that have been legally awarded to a successful bidder or other legal obligations. The petition for Referendum shall require the signatures of at least two hundred (200) registered voters or ~~twenty five~~ percent (~~20-5~~%) of the number of voters registered to vote in the previous municipal election whichever number is greater.

Medida Nº 7

Medida 7 se colocarán en la boleta en la forma de la siguiente proposición:

CIUDAD DE BURNET PROPOSICIÓN G

La enmienda de la Constitución de la ciudad para proveer que peticiones de iniciativa y referéndum deben ser firmados por cinco 5 por ciento del número de votantes registrados para votar en las últimas elecciones generales de la ciudad. y que peticiones de destitución deben ser firmados por votantes calificados de la ciudad igual en número a por lo menos veinte 20 por ciento del número de votantes registrados para votar en la última elección general de la ciudad.

POR _____

CONTRA _____

Sección 6.02. -Poder de iniciativa.

Sujeto únicamente a las limitaciones siempre y cuando en este artículo, la gente de la ciudad tendrá el poder de proponer legislación sobre cualquier gobierno tema local, salvo legislación apropiarse de dinero, recaudación de impuestos, que afecta a zonificación, anexión de tierra o ajuste de tasas, honorarios o cargos, y, si el Ayuntamiento no logra adoptar una ordenanza lo propuesta, a adoptar o rechazar la legislación propuesta en una elección. Una ordenanza iniciada podrá presentar al Ayuntamiento una petición firmada por al menos doscientos 200 votantes registrados de la ciudad o ~~veinte cinco~~ por ciento (~~20-5~~%) del número de votantes registrado para votar en la anterior elección municipal cualquier número es mayor.

Sección 6.03. -Poder de referéndum.

Los votantes de esta ciudad tendrá el poder de aprobar o rechazar en las urnas cualquier ordenanza promulgada por el Concejo Municipal que sea sujeto al proceso de referéndum conforme a esta carta, salvo los bonos que se han concedido legalmente a un adjudicatario u otros legal obligaciones. La petición de referéndum requiere las firmas de al menos doscientos 200 votantes registrados o ~~veinte cinco~~ cinco por ciento (~~20-5~~) del número de votantes registrados para votar en el anterior elección municipal cualquier número es mayor.

Measure No. 8

Measure 8 shall be placed on the ballot in the form of the following Proposition:

CITY OF BURNET PROPOSITION H

The Amendment of the City Charter to provide that recall petitions must be signed by qualified voters of the City equal in number to the greater of five hundred (500) registered voters or ten (10) percent of the number of voters registered to vote at the last general City.

FOR _____

AGAINST _____

Section 6.10. - Power of Recall.

The people of the City reserve the power to recall any elected officer of the City and may exercise the power by filing with the City Secretary a petition stating cause for the removal of the elected officer. Such petitions shall be signed by ~~at least at least the~~ greater of either five hundred (500) registered voters or thirty ten percent (3 10%) of the registered voters of the City registered to vote at the last general election. Within fifteen (15) business days after a recall petition is filed, the City Secretary shall determine whether it is properly signed by the requisite number of registered voters residing within the City and shall verify the petition as sufficient or insufficient. If the certificate of the City Secretary shows a Recall Petition to be insufficient, the City Secretary shall notify in writing the persons filing the petition. The written notification shall detail the defects that must be corrected if the petition is to be found sufficient. The petition may then be amended within fifteen (15) business days from the date of such notice by the filing of a supplementary petition and the submitting of additional papers that are signed and filed as prescribed for the original petition. Within fifteen (15) business days after the amendment is filed, the City Secretary shall examine the amended petition and certify as to its sufficiency. If the amended petition is then found to be insufficient, no further proceedings shall be had with regard to it. A separate petition shall be required for each officer to be recalled.

Medida Nº 8

Medida 8 se colocarán en la boleta en la forma de la siguiente proposición:

CIUDAD DE BURNET PROPOSICIÓN H

La enmienda de la Constitución de la ciudad para proveer que peticiones de destitución deben ser firmados por votantes calificados de la ciudad igual en número a los más de quinientos 500 votantes registrados o diez 10 por ciento del número de votantes registrados para votar en la última ciudad general.

POR _____

CONTRA _____

Sección 6.10. -Poder de la memoria.

La gente de la ciudad reserva el poder recordar cualquier funcionario electo de la ciudad y puede ejercer el poder mediante la presentación de una petición indicando la causa para la remoción del funcionario electo con el Secretario de la ciudad. Dichas peticiones serán firmadas por ~~al menos~~ la mayor de cada quinientos 500 votantes registrados o treinta diez por ciento (3 10) de los votantes registrados de la ciudad inscrito para votar en las últimas elecciones generales. Dentro de los quince 15 días después de una petición de destitución, el Secretario Municipal determinará si está debidamente firmada por el número de electores registrados que residan dentro de la ciudad y verificará la petición como suficiente o insuficiente. Si el certificado de la Secretaria de la ciudad muestra una petición de memoria insuficiente, el Secretario Municipal deberá notificar a las personas presentar la petición por escrito. La notificación escrita deberá detallar los defectos que deben corregirse si la petición es suficiente. La petición podrá ser modificada luego dentro de quince 15 días hábiles desde la fecha de dicha notificación por la presentación de una petición complementaria y la presentación de documentos adicionales que se firmó y presentó igual a la petición original. Dentro de los quince 15 días después de la enmienda, el Secretario Municipal examinará la petición modificada y certificar en cuanto a su suficiencia. Si la petición enmendada luego resulta para ser insuficiente, no hay procesos más se tenía con respecto a él. Se exigirá una petición separada para cada oficial recordar.

Measure No. 9

Measure 9 shall be placed on the ballot in the form of the following Proposition:

CITY OF BURNET PROPOSITION I

The Amendment of the City Charter eliminating the requirement that the making or authorizing of payments or making of contracts for capital improvements to be financed in whole or in part by the issuance of bonds or to prevent the making of any contract or lease providing for payments beyond the end of the fiscal year be accomplished by ordinance.

FOR _____

AGAINST _____

Section 7.10. - Overspending of Appropriations Prohibited.

No payment shall be made or obligation incurred against any allotment or appropriation except in accordance with authorized appropriations and unless the City Manager or his designee first certifies that there is a sufficient unencumbered balance in such allotment or appropriation and that sufficient funds are or will be available to cover the claim or meet the obligation when it becomes due and payable. Any authorization of payment or incurring of obligation in violation of the provisions of this Charter shall be void and any payment made shall be illegal. A violation of this provision shall be cause for removal of any officer who knowingly authorized or made such payment or incurred such obligation. Such officer may also be liable to the City for any amount so paid. Except as prohibited by law, however, nothing in this Charter shall be construed to prevent the making or authorizing of payments or making of contracts for capital improvements to be financed in whole or in part by the issuance of bonds or to prevent the making of any contract or

lease providing for payments beyond the end of the fiscal year, ~~but only if such action is made or approved by ordinance.~~

Medida Nº 9

Medida 9 se colocarán en la boleta en la forma de la siguiente proposición:

CIUDAD DE BURNET PROPOSICIÓN

La enmienda de la Constitución de la ciudad eliminando el requisito de que la fabricación o autorización de pagos o elaboración de contratos para mejoras de capital a ser financiados en todo o en parte por la emisión de bonos o para prevenir la realización de cualquier contrato o arrendamiento Ordenanza lograr prever los pagos más allá del final del año fiscal.

POR _____ CONTRA _____

Sección 7.10. -Exceso de créditos prohibidos.

No se efectuará ningún pago o directamente incurrido contra cualquier asignación o apropiación excepto de acuerdo con autorizado créditos y a menos que el administrador de la ciudad o su designado primero certifica que hay un saldo suficiente de tal asignación o apropiación y eso fondos están o estarán disponibles para cubrir la demanda o cumplir con la obligación cuando es debido y pagadero. Cualquier autorización de pago o incurrir en obligación en violación de las disposiciones de esta carta orgánica será nula y será ilegal cualquier pago realizado. Una violación de esta disposición será causa de remoción de cualquier funcionario que a sabiendas autorizado o había realizado tal pago o había incurrido dicha obligación. Tal oficial también puede ser responsable a la ciudad para cualquier cantidad así pagada. Excepto como prohibidas por la ley, sin embargo, nada en esta carta se interpretará para impedir la fabricación o autorización de pagos o elaboración de contratos para mejoras de capital a ser financiados en todo o en parte por la emisión de bonos o para prevenir la realización de cualquier o contrato de arriendo para los pagos más allá del final del año fiscal, ~~pero sólo si dicha acción está hecha o aprobada por ordenanza.~~

Measure No.10

Measure 10 shall be placed on the ballot in the form of the following Proposition:

CITY OF BURNET PROPOSITION J

The Amendment of the City Charter requiring the City Manager to submit a five (5) year capital program with the annual budget.

FOR _____ AGAINST _____

Section 7.02. - Submission of Budget and Budget Message.

On or before the 15th day of August of each fiscal year, the City Manager shall submit to the City Council a budget for the ensuing fiscal year, a five (5) year projected operating budget, five (5) year capital program and an accompanying message.

Comment [CZ3]: Include with measure deleting Section 7.15

~~Section 7.15. – Capital Program.~~

~~A. – Submission to City Council.~~ The City Manager shall prepare and submit to the City Council a five-year capital program no later than the final date for submission of the budget.

~~B. – Contents.~~ The capital program shall include

- ~~1. – a clear general summary of its contents;~~
- ~~2. – a list of all capital improvements and other capital expenditures which are proposed to be undertaken during the five (5) fiscal years next ensuing, with appropriate supporting information as to the necessity for each;~~
- ~~3. – cost estimates and recommended time schedules for each improvement or other capital expenditure;~~
- ~~4. – method of financing upon which each capital expenditure is to rely, and~~
- ~~5. – the estimated annual cost of operating and maintaining the facilities to be constructed or acquired.~~

~~The above shall be revised and extended each year with regard to capital improvements still pending or in process of construction or acquisition.~~

~~Section 7.16. – City Council Action on Capital Program.~~

~~A. Notice and Hearing.~~ The City Council shall publish in one or more newspapers of general circulation in the 1 as files available for download via the Internet the general summary of the capital program and a notice sta following:

- ~~1. The times and places where copies of the capital program are available for inspection by the public.~~
- ~~2. The time and place, not less than two weeks after such publication, for a public hearing on the capital program.~~

~~Adoption.~~ The City Council by resolution shall adopt the capital program with or without amendment after the public hearing and on or before the last day of the last month of the current fiscal year

Medida No.10

Medida 10 se colocarán en la boleta en la forma de la siguiente proposición:

CIUDAD DE BURNET PROPOSICIÓN J

La enmienda de la Constitución de la ciudad que requiere el administrador de la ciudad a presentar un programa de capital de cinco 5 años con el presupuesto anual.

POR _____ CONTRA _____

Sección 7.02. -Presentación del presupuesto y mensaje de presupuesto.

En o antes del 15 de agosto de cada año fiscal, el administrador municipal presentará al Concejo Municipal un presupuesto para el año fiscal subsiguiente, un presupuesto proyectado cinco 5 años, programa de capital de cinco 5 años y un mensaje que lo acompaña.

Sección 7.15. --Programa capital.

~~A. presentación al Consejo de la ciudad.~~ El administrador de la ciudad deberá preparar y presentar al Ayuntamiento un programa de capital de cinco años no más tarde de la fecha límite para la presentación del presupuesto.

~~B. contenido.~~ Deberá incluir el programa de capital

- ~~1. un resumen general clara de su contenido;~~
- ~~2. una lista de todas las mejoras y otros gastos de capital que se proponen para ser realizadas durante la resultante del siguiente de cinco 5 ejercicios, con información de apoyo adecuado en cuanto a la necesidad de cada uno;~~
- ~~3. costo estima y recomienda horarios para cada mejora u otros gastos de capital;~~
- ~~4. método de financiación que cada gasto de capital es confiar, y~~
- ~~5. el costo anual estimado de operación y mantenimiento de las instalaciones a ser construidas o adquiridas.~~

~~Lo anterior deberá ser había revisada y extendida cada año con respecto a mejoras pendientes o en proceso de construcción o adquisición.~~

Sección 7.16. --Ayuntamiento acción en el programa Capital.

~~A. Aviso y audiencia.~~ El Ayuntamiento publicará en uno o más periódicos de circulación general en el 1 como archivos disponibles para descargar vía Internet el resumen general del programa capital y un aviso sta siguientes:

- ~~1. Los tiempos y lugares donde están disponibles para inspección por el público copias del programa capital.~~
- ~~2. El momento y lugar, no menos de dos semanas después de dicha publicación, para una audiencia pública sobre el programa capital.~~

~~Adopción.~~ El Ayuntamiento mediante resolución adoptará el programa de capital con o sin enmienda después de la audiencia pública y en o antes del último día del último mes del actual año fiscal

Measure No. 11

Measure 11 shall be placed on the ballot in the form of the following Proposition:

CITY OF BURNET PROPOSITION K

The Amendment of the City Charter eliminating the requirement of the creation of comprehensive plan.

FOR_____

AGAINST_____

Section 9.04. --Comprehensive City Plan.

~~The City Council shall cause to be written and shall adopt a comprehensive plan for the City which shall not be inconsistent with State law. This master plan shall be reviewed and updated as needed by the City Council.~~

Medida N° 11

Medida 11 se colocará en la boleta en la forma de la siguiente proposición:

CIUDAD DE BURNET PROPOSICIÓN K

La enmienda de la Constitución de la ciudad eliminando el requisito de la creación del plan integral.

POR _____ CONTRA _____

~~Sección 9.04. --Plan de la ciudad global.~~

~~El Ayuntamiento hará escrita y deberá adoptar un plan integral para la ciudad que no será incompatible con la ley estatal. Este plan maestro será revisado y actualizado según sea necesario por el Ayuntamiento.~~

Measure No. 12

Measure 12 shall be placed on the ballot in the form of the following Proposition:

CITY OF BURNET PROPOSITION L

The Amendment of the City Charter requiring City Council and City Staff to comply with state nepotism laws.

FOR _____ AGAINST _____

Section 10.03. - Ethics.

~~C. — Nepotism. No person related within the second degree by affinity or within the third degree by consanguinity to the Mayor or any other member of the City Council or to the City Manager shall be appointed to any office, position or clerkship or other service of the City. No person so related to the Director of Finance shall be employed under him/her. This prohibition shall not apply to a person who is a current City employee and has been a City employee for six (6) months or longer at the time of the election of the Mayor or Council Member or not less than 30 days at the time of the appointment of the City Manager or other appointed City officer. City Council shall adhere to and comply with the applicable nepotism laws provided by State law.~~

Medida N° 12

Medida 12 se colocarán en la boleta en la forma de la siguiente proposición:

CIUDAD DE BURNET PROPOSICIÓN L

La enmienda de la Constitución de la ciudad que requiere el Ayuntamiento y personal de la ciudad cumplir con las leyes del estado nepotismo.

POR _____ CONTRA _____

Sección 10.03. -Ética.

~~C. nepotismo. Ninguna persona relacionada con dentro del segundo grado por afinidad o dentro del tercer grado por consanguinidad, el alcalde o cualquier otro miembro del Concejo Municipal o administrador de la ciudad será nombrada para cualquier cargo, posición o escribano u otro servicio de la ciudad. Ninguna persona tan relacionada con el Director de finanzas deberá emplearse bajo él. Esta prohibición no se aplicará a una persona que es un actual empleado de la ciudad y ha sido un empleado de la ciudad durante seis 6 meses o más en el momento de la elección del alcalde o miembro del Consejo de no menos de 30 días en el momento de la designación de administrador de la ciudad o otro había nombrado ciudad. Ayuntamiento deberá cumplir y cumplir con las leyes aplicables de nepotismo ley estatal.~~

Measure No. 13

Measure 13 shall be placed on the ballot in the form of the following Proposition:

CITY OF BURNET PROPOSITION M

The Amendment of the City Charter providing notice of claims against the City consistent with State law.

FOR _____ AGAINST _____

~~Section 10.08. -- Notice of Claim.~~

~~A. Personal Injury and Property Damage. The City shall not be held liable for a claim for the death or injury to a person or for damage to property unless the claimant or legal representative files a written statement of claim with the City Secretary within sixty (60) days after the event alleged to have caused the death, injury or damage. The statement must describe the nature and extent of the injury or damage; describe the place and circumstances of the alleged causal event; itemize by monetary amount the injury or damage; and, for personal injuries, names of witnesses, if any, to the event.~~

~~B. Claims in General. Except as provided for by the State Constitution or in a case of conflict with State statute in this Charter, the City shall not be liable for any damages, attorneys fees, costs of court, or other monies regarding any matter whatsoever whether arising out of any action authorized by statute, for declaratory judgment, for equitable remedy, or for any damage, claim or suit arising out of contract. The person who seeks such remedy, relief or damage, or someone on his/her behalf, shall~~

~~1. give the City Secretary notice in writing not less than thirty (30) days prior to the filing of a claim, suit or cause of action, stating specifically the allegations of and basis for the claim, suit or request for remedy; the facts, contract provisions or circumstances supporting the suit; the specific remedy or damages sought; the names of all City officers and employees against whom there is complaint; and a~~

~~_____ list of the names and addresses of all witnesses known to the claimant upon
_____ whose testimony the claimant is relying to establish the injury or damage; and~~

~~_____ 2. meet, confer and negotiate with the City upon request of the City Manager or
_____ the City Council for the purpose of reaching an acceptable compromise and
_____ settlement.~~

A. The City shall never be liable for any personal injury, whether resulting in death or not, unless the person injured or someone in his behalf, or in the event the injury results in death, the person or persons who may have a cause of action under the law by reason of such death injury, shall file a notice in writing with the City Manager within ninety (90) days after the same has been received, stating specifically in such notice when, where and how the exact injury occurred and the full extent thereof, together with the amount of damages claimed or asserted. The notice requirements provided for herein do not apply if the City has actual notice that death has occurred, or that the claimant has received some injury. Further, should the claimant provide good cause for failure to comply with the notice requirements herein then said notice requirements shall not apply.

B. The City shall never be liable for any claim for damage or injury to personal property unless the person whose personal property has been injured or damaged or someone in his behalf, shall file a claim in writing with the City Manager within ninety (90) days after said damage or injury has occurred and the full extent thereof, and the amount of damage sustained. The City shall never be liable for any claim for damage or injury to real property caused by negligent act or omission of its officers, servants, agents, or employees, unless the person whose real property has been injured or damaged or someone in his behalf, shall file a claim in writing with the City Manager within ninety (90) days after said damage or injury has occurred, stating specifically when, where and how the injury or damage occurred and the amount of damage claimed. The notice requirements provided for herein do not apply if the City has actual notice that the claimant's property has been damaged. Further, should the claimant provide good cause for failure to comply with the notice requirements herein then said notice requirements shall not apply.

Medida N° 13

Medida 13 se colocarán en la boleta en la forma de la siguiente proposición:

CIUDAD DE BURNET PROPOSICIÓN M

La enmienda de la carta de la ciudad de notificación de reclamos contra la ciudad coherente con la ley estatal.

POR _____ CONTRA _____

~~Sección 10.08. --Aviso de reclamación.~~

~~A. lesiones y daños a la propiedad. La ciudad no serán responsable de una reclamación por la muerte o lesiones a una persona o daños a la propiedad a menos que el solicitante o representante legal archivos una declaración por escrito de reclamación con el Secretario de la ciudad dentro de sesenta 60 días después del evento presuntamente han causado th e muerte, lesiones o daños. La declaración debe describir la naturaleza y extensión de las lesiones o daños; describir el lugar y las circunstancias del evento~~

~~causal alegado; detallar cantidad monetaria la lesión o el daño; y, para lesiones personales, nombres de testigos, si los hubiere, para el evento.~~

~~B. reclamaciones en General. Salvo lo dispuesto por la Constitución del estado o en caso de conflicto con la ley del estado en esta carta orgánica, la ciudad no será responsable por cualquier daños, honorarios de abogados, costos del Tribunal, o de otros fondos con respecto a cualquier asunto que sea ya sea que surjan de cualquier acción autorizado por estatuto, sentencia declaratoria, para remedio equitativo, o por cualquier daño, reclamación o juego derivadas de contrato. La persona que busca tal remedio, alivio o daño o alguien en su nombre,~~

~~1. notificar al Secretario de la ciudad por escrito no menos de treinta 30 días antes de la presentación de una reclamación, demanda o causa de acción, indicando específicamente las denuncias de las base para la reclamación, adaptarse o solicitar remedio; los hechos, las disposiciones del contrato o circunstancias apoyar la demanda; solicita el remedio específico o daños; los nombres de todos los oficiales de la ciudad y empleados contra los cuales no hay queja; y una lista de los nombres y direcciones de todos los testigos conocidos al reclamante sobre cuyo testimonio se basa el demandante para establecer la lesión o daño; y~~

~~2. conocer, otorgar y negociar con la ciudad a petición del administrador de la ciudad o el Ayuntamiento con el fin de alcanzar un compromiso aceptable y el establecimiento.~~

A. la ciudad nunca será responsable por cualquier lesión personal, ya sea dando por resultado muerte o no, a menos que la persona lesionada o alguien en su nombre, o en caso de lesión resulta en muerte, la persona o personas que pueden tener una causa o acción bajo la ley por razón de tal herida de muerte, deberá presentar un aviso por escrito con el administrador de la ciudad dentro de noventa 90 días después de la misma, indicando específicamente en tal cuenta de Cuándo, dónde y cómo ocurrió la lesión exacta y la extensión completa, junta con la cantidad de daños y perjuicios reclamados o afirmado. Los requisitos de notificación previstos en este documento no se aplican si la ciudad tiene la notificación que se ha producido la muerte, o que el reclamante ha recibido algunas lesiones. Además, debe proporcionar el reclamante buena causa para no cumplir con los requisitos de aviso aquí y dijo no se aplicarán los requisitos de aviso.

B. la ciudad nunca será responsable por cualquier reclamación por daños a la propiedad personal a menos que la persona cuyos bienes personales ha sido lesionado o dañado o alguien en su nombre, deberá presentar una reclamación por escrito con el administrador de la ciudad dentro de noventa 90 días después de dicho d Amage o lesión ha ocurrido y la magnitud misma y la cantidad de daño sufrido. La ciudad nunca será responsable por cualquier reclamación por daños a propiedad causado por negligencia u omisión de sus agentes, empleados, agentes o empleados, a menos que la persona cuya propiedad ha sido herido o dañado o alguien en su nombre, deberá presentar un reclamación por escrito con el administrador de la ciudad dentro de noventa 90 días después de dicho daño o lesión ocurrido, indicando específicamente cuando, dónde y cómo ocurrió la lesión o el daño y el monto de los daños reclamados. Los requisitos de notificación previstos en este documento no se aplican si la ciudad tiene notificación que ha sido dañado propiedad del reclamante. Además, debe proporcionar el reclamante buena causa para no cumplir con los requisitos de aviso aquí y dijo no se aplicarán los requisitos de aviso.

Measure No. 14

Measure 14 shall be placed on the ballot in the form of the following Proposition:

CITY OF BURNET PROPOSITION N

The Amendment of the City Charter requiring any ordinance that levies a fine or penalty or deals with the budget, taxes, franchises or public utilities or the setting of their rates shall be read at two (2) meetings.

FOR _____

AGAINST _____

Section 3.14. - Ordinances and Resolutions.

The enacting clause of all ordinances shall be: "Be it ordained by the City Council of the City of Burnet, Texas..." Ordinances, and formal resolutions that establish programs, adopt policy, provide any rule or regulation applicable to the general public, or establish requirements for any general administrative function of the City, shall be introduced in the City Council only in written or printed form and shall contain only one subject each.

Resolutions that give directions to the City Manager on a business matter, approve an administrative action, contract or bid, and that approve plans and actions in the course of the day-to-day business of the City, will be sufficient if shown by recording the motion and vote in the minutes of the City Council. Ordinances making appropriations shall be confined to appropriations.

Any reference to the reading of an ordinance made in this Charter shall be understood to mean the reading of the caption of the ordinance only unless a specific request is made by any Council Member for the ordinance to be read in part or in full. Any ordinance that levies a fine or penalty or deals with the budget, taxes, franchises or public utilities or the setting of their rates shall be read at two (2) ~~regular~~ meetings. Such Ordinances shall be published in full or by caption with a summary in two (2) successive issues of a newspaper of general circulation in the City of Burnet and as files available for download via the Internet with the first publication at least fourteen (14) days before the final reading and passage of the Ordinance.

Medida N° 14

Medida 14 se colocarán en la boleta en la forma de la siguiente proposición:

CIUDAD DE BURNET PROPOSICIÓN N

Se entenderán la enmienda de la Constitución de la ciudad que requiere cualquier ordenanza que derramas una multa o sanción o aborda el presupuesto, impuestos, franquicias o empresas de servicios públicos o el ajuste de sus tasas en dos 2 reuniones.

POR _____

CONTRA _____

Sección 3.14. -Ordenanzas y resoluciones.

La cláusula de foro de todas las ordenanzas será: "Ser ordenado por el Ayuntamiento de la ciudad de Burnet, Texas..." Ordenanzas y resoluciones formales que establecen programas de política, proporcionan cualquier regla o reglamento aplicable al público en general y se establecen requisitos para cualquier función administrativa general de la ciudad, se introducirán en el Ayuntamiento sólo en escrito o impreso y deberá contener sólo uno cada tema.

Resoluciones que dan instrucciones al administrador de la ciudad en una cuestión de negocios, aprobar una acción administrativa, contrato o licitación, y que aprueban los planes y acciones en el curso de la actividad cotidiana de la ciudad, será suficiente si se muestra al grabar el movimiento y voto en el Acta del Concejo Municipal. Ordenanzas que los créditos se limitará a los créditos.

Cualquier referencia a la lectura de una ordenanza hecha en esta carta se entenderá en el sentido de la lectura de la leyenda de la ordenanza a menos que una petición específica es hecha por cualquier miembro del Consejo de la ordenanza para leer en parte o en su totalidad. Se entenderán cualquier ordenanza que derramas una multa o sanción o aborda el presupuesto, impuestos, franquicias o empresas de servicios públicos o el ajuste de sus tasas en dos 2 reuniones ordinarias. Tales ordenanzas se publicarán en total o por el título con un resumen en 2 dos sucesivos números de un periódico de circulación general en la ciudad de Burnet y como archivos disponibles para su descarga a través de Internet con la primera publicación por lo menos catorce 14 días antes de la lectura final y la aprobación de la Ordenanza.

SECTION 4. The Burnet County Clerk and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election in the manner provided by contract with the City and the law governing the holding of general elections by home rule cities of the State of Texas; and the official ballots, together with such other election materials as are required by the *Tex. Elec. Code*, shall be prepared in both the English and Spanish languages and shall contain such provisions, markings and language as is required by law.

Sección 4. El Secretario del Condado de Burnet y sus empleados y personas designadas y la jueces electorales, jueces alternos y empleados apropiadamente designados para la elección, se mantenga y llevar a cabo la elección en la forma prevista por el contrato con la ciudad y la ley que rige la celebración de elecciones generales por las ciudades de la autonomía del estado de Texas; y las papeletas oficiales, junto con otros materiales de elección de tales como son requeridas por el Código de *ELEC. Tex.*, será preparado en inglés y español y deberá contener tales disposiciones, marcas y lenguaje como es requerido por ley.

SECTION 5. Early voting, both by personal appearance and by mail, will be conducted by the Burnet County Clerk, who is designated and appointed as the Early Voting Clerk, in accordance with the *Texas Election Code*. Early voting by personal appearance shall be conducted at the times, places, and locations authorized by state law and the Burnet County Clerk. Early voting shall commence on Monday, April 23, 2018, and continue through Monday, May 1, 2018. Early voting shall also be held at any time and location authorized by the Burnet County Clerk.

Sección 5. *Votación temprana de, tanto en persona como por correo, se realizará por el Secretario del Condado Burnet, que es designado y designado como la votación adelantada, según el Código electoral de Texas. Votación temprana en persona se realizarán en los tiempos, lugares y lugares autorizados por la ley del Estado y el Secretario del Condado de Burnet. Votación temprana deberá comenzar en lunes, 23 de*

abril de 2018 y continuar hasta martes, 1 de mayo de 2018. Votación anticipada también se celebrarán en cualquier tiempo y lugar autorizado por el Secretario del Condado de Burnet.

SECTION 6. The election precincts for the election shall be the election precincts established by Burnet County, provided that each shall contain and include geographic area that is within the City. The polling place for each such election precinct shall be the polling place established by Burnet County for such election precincts in Burnet County and voting by residents of the City. The polls shall remain open on the day of the election from 7:00 a.m. to 7:00 p.m. The returns for precincts in Burnet County will be provided by precinct and the Burnet County Clerk shall tabulate and provide the election returns for the election.

Sección 6. *Tprecintos electorales de él para la elección serán los precintos electorales establecidos por el Condado de Burnet, siempre que cada uno deberá contener e incluir el área geográfica que está dentro de la ciudad. El lugar de votación para cada recinto de dicha elección será el lugar de votación establecido por el Condado de Burnet para dichos precintos electorales en el Condado de Burnet y votar por los residentes de la ciudad. Las urnas deberán permanecer abiertas el día de la elección de 7:00 a 19:00 Los rendimientos de precintos en el Condado de Burnet serán proporcionados por el recinto y el Secretario del Condado de Burnet deberá tabular y proporcionar que devuelve las elecciones para la elección.*

SECTION 7. The City Secretary, or designee, is instructed to aid the Burnet County Clerk in the acquisition and furnishing of all election supplies and materials necessary to conduct the election as provided by the Election Agreement. The City Secretary is further authorized to give or cause to be given notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the *Tex. Elec. Code* and *City Charter*; provided that, pursuant to the Election Agreement between Burnet County and the City, the Burnet County Clerk shall have the duty and be responsible for organizing and conducting the election in compliance with the *Tex. Elec. Code*; and for providing all services specified to be provided in the Election Agreement. The Burnet County Clerk shall give the notices required by the *Tex. Elec. Code* to be given for the election not required to be given by the City under the Election Agreement.

Sección 7. *El Secretario de la ciudad, o la persona designada, es instruido a la Secretaria del Condado de Burnet de ayuda en la adquisición y suministro de todos los suministros de elección y materiales necesarios para llevar a cabo las elecciones previstas por el acuerdo de elección. El Secretario de la ciudad más está autorizado a dar o causar dar avisos que se requiera para la elección, y para tomar las medidas adicionales y otras que se requiere para llevar a cabo la elección según las Tex. ELEC. código y la Constitución de la ciudad; siempre que, en virtud del acuerdo de elección entre la ciudad y Condado de Burnet, el Secretario del Condado de Burnet tendrá el deber y ser responsable de organizar y realizar las elecciones de conformidad con el Código de Tex. ELEC.; y para proporcionar todos los servicios especifican en el acuerdo de elección. El Secretario del Condado de Burnet dará las notificaciones requeridas por el Tex. ELEC. código de la elección no debe ser dada por la ciudad bajo el acuerdo de elección.*

SECTION 8. The presiding judges, alternate presiding judges and clerks for the election shall be selected and appointed by Burnet County and its appointees in compliance with

the requirements of state law, and such judges and clerks so selected by Burnet County and its appointees are hereby designated and appointed by the city council as the election officers, judges and clerks, respectively, for the holding of said general election. The presiding judges, alternate presiding judges and clerks shall perform the functions and duties of their respective positions that are provided by state law. The city council will further confirm and appoint the election judges and alternate election judges that are appointed by Burnet County for the election.

Sección 8. *El Presidente de jueces, magistrados presidentes alternos y secretarios para la elección deberán ser seleccionados y nombrados por el Condado de Burnet y su designación en el cumplimiento de los requisitos de la ley del Estado, y dichos jueces y secretarios así seleccionados por el Condado de Burnet y sus designados por la presente son designados y nombrados por el Consejo de la ciudad como escrutadores, jueces y secretarios, respectivamente, para la celebración de elecciones generales de dicho. El presidentes de jueces, magistrados presidentes alternos y secretarios ejercerá las competencias y funciones de sus respectivas posiciones que son proporcionados por la ley del estado. El Consejo de la ciudad aún más confirmar y nombrar a los jueces de la elección y la elección alternativa jueces que son nombrados por el Condado de Burnet para la elección.*

SECTION 9. Notice of the election shall be given by posting a notice containing a substantial copy of this Ordinance on the bulletin board used for posting notice of meetings of the governing body at the City Hall and at the aforesaid election day polling places not later than the twenty-first (21st) day before the election, and by publishing said Notice of Election at least one time, not earlier than thirty (30) days nor later than ten (10) days prior to said election, in a newspaper of general circulation in the City. The notice that is posted, and the notice that is published in a newspaper of general circulation within the city, will be written in both English and Spanish.

Sección 9. *Aviso de la elección se dará mediante la publicación de un aviso que contiene una copia sustancial de esta ordenanza en el tablón de anuncios que utilizan para publicación de aviso de las reuniones del órgano rector en el City Hall y en los centros de votación dicho día de la elección a más tardar el día 21 (21) antes de las elecciones y por publicar dicho aviso de elección al menos una vez, no anterior a treinta 30 días ni después de diez 10 días antes de dicha elección, en un periódico de circulación general en la ciudad. El aviso de que se registra y el aviso que se publica en un periódico de circulación general dentro de la ciudad, se escribirá en inglés y español.*

SECTION 10. The election shall be held and conducted by the Burnet County Clerk in compliance with state law and the Election Agreement. And, this Ordinance shall be in force and effect from and after its passage on the date shown below.

Sección 10. *La elección se celebró y llevada a cabo por el Secretario del Condado de Burnet en cumplimiento de la ley del Estado y el acuerdo de elección. Y, esta ordenanza estará en vigencia desde y después de su paso en la fecha que se muestra a continuación.*

SECTION 11. It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, *Chapter 551, Texas Government Code*.

Sección 11. *Queda oficialmente se encuentra y se determinó que esta reunión fue abierta al público, y se dará el aviso público del tiempo, lugar y propósito de esta reunión, como establece la ley de reuniones abierto, capítulo 551, código de Gobierno de Texas.*

Passed and Approved on first reading this the 23rd day of January, 2018.

Pasado y aprobado en primera lectura esto el día 23 de enero de 2018.

Passed and Approved on second and final reading this the 13 day of febrero, 2018

Pasado y aprobado en la segunda y última lectura de esto el día 13 de febrero de 2018

**CITY OF BURNET, TEXAS
CIUDAD DE BURNET, TEXAS**

Crista Goble Bromley, Mayor
Crista Goble Bromley, alcalde

Attest:

Atestiguar:

Kelly Dix, City Secretary
Kelly Dix, Secretario de la ciudad



Administration

ITEM 4.7

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

Agenda Item Brief

Meeting Date: January 23, 2018

Agenda Item: Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE 2017-18; THE ORIGINAL BUDGET ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017, AND ENDING SEPTEMBER 30, 2018 FOR THE CITY OF BURNET, TEXAS, FUNDING ACCOUNTS IN BUDGET DUE TO UNFORESEEN SITUATIONS; CONTAINING FINDINGS PROVIDING FOR SAVINGS AND SEVERABILITY: C. Maxwell

Background:

Information:

Fiscal Impact: As noted on Attachment "A".

Recommendation: Approve the first reading of Ordinance 2018-04 as presented.

ORDINANCE NO. 2018-04

AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE 2017-18; THE ORIGINAL BUDGET ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017, AND ENDING SEPTEMBER 30, 2018, 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 2017-2018 Budget was adopted by Ordinance 2017-18 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 2017-2018 Budget is hereby amended to reflect effect of unforeseen circumstances,

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 23rd day of January, 2018

FINALLY PASSED AND APPROVED on this 13th day of February, 2018.

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

ATTACHEMENT A:

\$19,000 from Hotel/Motel fund balance for a new message board with radar.

\$15,000 from Fund Balance in the General Fund to cover additional expenses incurred for CR 200 Drainage improvements.

\$11,000 from Fund Balance in the General Fund to cover additional cost of truck purchased for the Street Department.

\$100,000 from Fund Balance in BEDC to cover contribution for improvements on CR340A.

\$7,500 from Fund Balance in the General Fund for disposition costs for the land being given to the County.

\$260,000 from the Badger Building budget in BEDC for the purchase of property located at the corner of S. Pierce and E. Jackson Street.



City Council Report
January 23, 2018





30 NEW
MYTOWN
HOMES

10 
PRIVATE DEVELOPMENT



Cottages at Westfall



Rhomberg Townhome Project



Badger Building



Badger Building



Badger Building



Honey Creek Plaza



21 Acre Commercial Park



Summer Concert Series





City Council Report
January 23, 2018

City of Burnet Financial Report

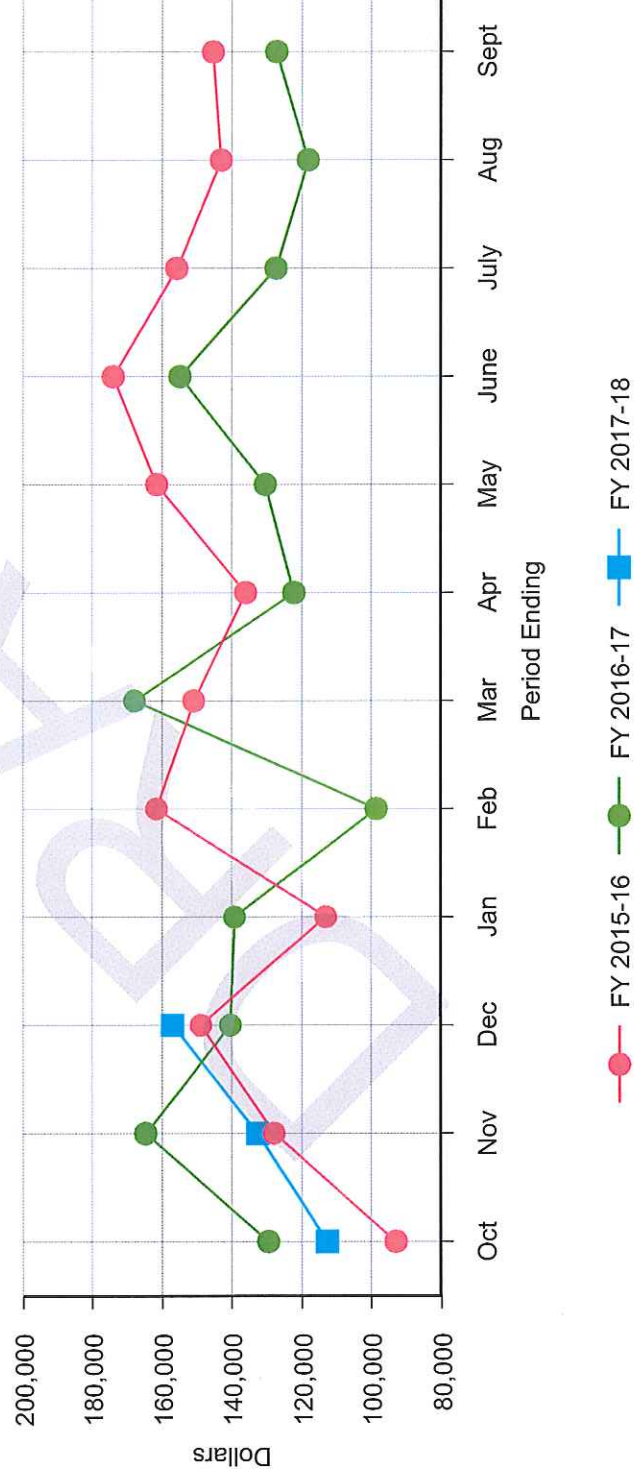


For the Period Ending December 2017

General Fund

	YTD December 2017	YTD December 2016	Variance
Revenues	\$ 2,955,005	\$ 2,518,108	\$ 436,897
Expenditures	\$ 2,468,523	\$ 2,489,160	\$ (20,637)
Excess / (Deficit)	\$ 486,482	\$ 28,948	\$ 457,534

Fire / EMS Revenue



Golf Course Fund

	YTD December 2017	YTD December 2016	Variance
Revenues	\$ 428,282	\$ 395,282	\$ 33,000
Expenditures	\$ 364,069	\$ 377,362	(13,293)
Excess / (Deficit)	\$ 64,213	\$ 17,920	\$ 46,293

ROUNDS OF GOLF



Electric Fund

	YTD December 2017	YTD December 2016	Variance
Revenues	\$ 2,033,037	\$ 1,974,819	\$ 58,218
Expenditures	\$ 1,951,243	\$ 1,927,796	\$ 23,447
Excess / (Deficit)	\$ 81,794	\$ 47,023	\$ 34,771

BILLED CONSUMPTION



Water / Wastewater Fund

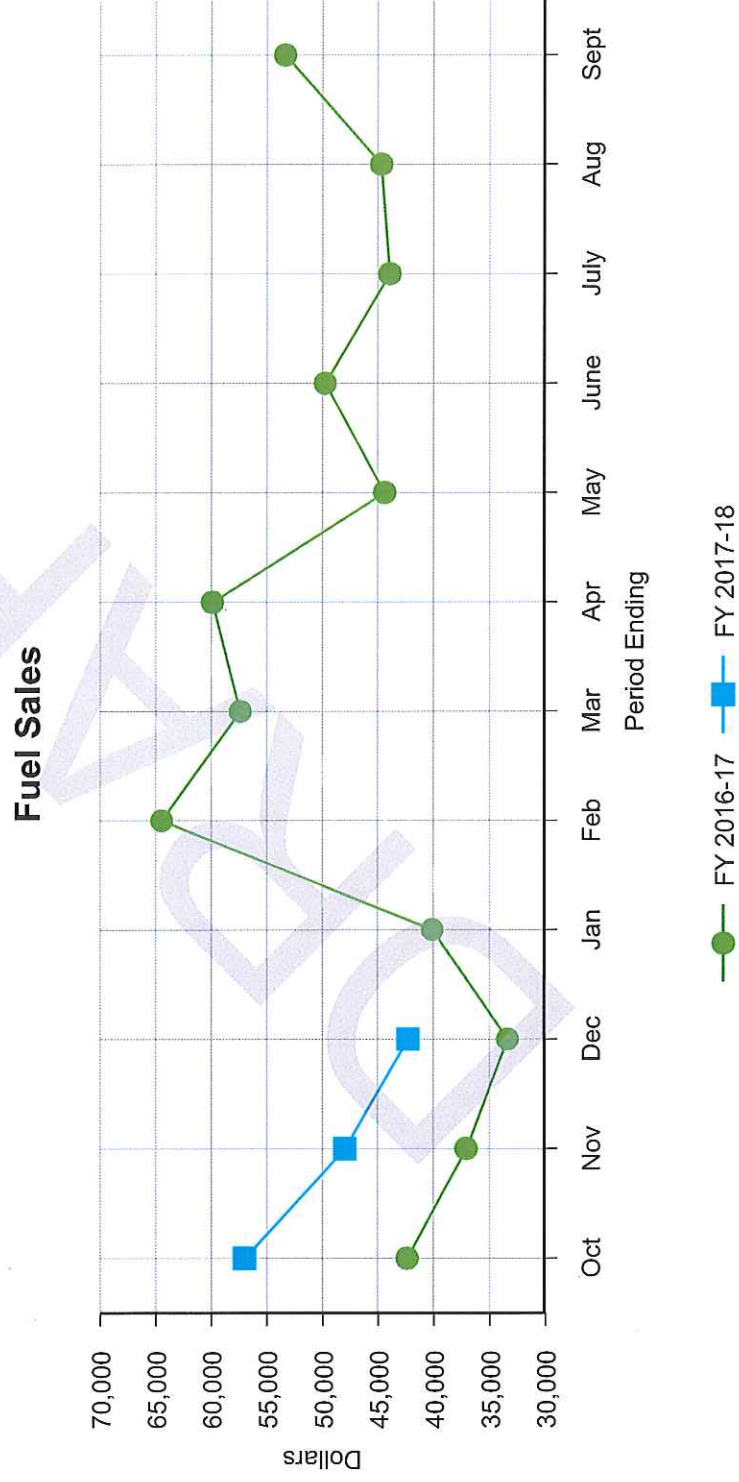
	YTD December 2017	YTD December 2016	Variance
Revenues	\$ 1,014,524	\$ 994,520	\$ 20,004
Expenditures	\$ 922,368	\$ 854,655	\$ 67,713
Excess / (Deficit)	\$ 92,156	\$ 139,865	\$ (47,709)

BILLED CONSUMPTION



AIRPORT

	YTD December 2017	YTD December 2016	Variance
Revenues	\$ 223,809	\$ 170,989	\$ 52,820
Expenditures	\$ 173,005	\$ 131,654	\$ 41,351
Excess / (Deficit)	\$ 50,804	\$ 39,335	\$ 11,469



Unrestricted Cash Over Reserve

December 2017

75 DAY	\$	2,619,418.90
90 DAY	\$	2,027,528.90

Cash & Investment Report

December 2017

Acct #	Bank	Account Name	Account Type	Balance December 2017	Date Purchased	Maturity Date	Interest Rate
Unrestricted Accounts							
984	FSB	Operating Cash	Checking	\$ 3,783,029.32	N/A	N/A	0.10%
2329	FSB	Golf Course Petty Cash	Checking	\$ 2,433.65	N/A	N/A	—%
2535	FSB	Operating Reserve	M/M	\$ 383,393.10	N/A	N/A	0.20%
2352	FSB	Delaware Springs-Credit Card Acct	Checking	\$ —	N/A	N/A	—%
2378	FSB	Airport - Credit Card Acct	Checking	\$ —	N/A	N/A	—%
2386	FSB	Utility - Credit Card Acct	Checking	\$ —	N/A	N/A	—%
2469	FSB	Court - Credit Card Acct	Checking	\$ —	N/A	N/A	—%
33139	FSB	Operating	CD	\$ 501,357.98	7/12/2017	10/12/2017	0.55%
33140	FSB	Operating	CD	\$ 501,728.99	7/12/2017	1/12/2018	0.70%
33141	FSB	Operating	CD	\$ 501,728.99	7/12/2017	1/12/2018	0.70%
	Total			\$ 5,673,672.03			
Restricted by Council Action							
33144	FSB	Operating Reserve	CD	\$ 250,864.49	7/12/2017	1/12/2018	0.70%
33145	FSB	Operating Reserve	CD	\$ 250,864.49	7/12/2017	1/12/2018	0.70%
33146	FSB	Operating Reserve	CD	\$ 501,728.99	7/12/2017	1/12/2018	0.70%
	Total Restricted by Council Action			\$ 1,003,457.97			
	Total Unrestricted Cash			\$ 6,677,130.00			
	75 Day Reserve Requirement			\$ 2,956,612			
	90 Day Reserve Requirement			\$ 3,548,502			

Acct #	Bank	Account Name	Account Type	Balance December 2017	Date Purchased	Maturity Date	Interest Rate
Restricted by Purpose or Law							
1453	FSB	Bond Reserve	M/M	\$ 653,329.46	N/A	N/A	0.20%
2188	FSB	Self Funded Equipment	M/M	\$ 255,328.35	N/A	N/A	0.20%
2402	FSB	Hotel / Motel	M/M	\$ 63,799.38	N/A	N/A	0.20%
33142	FSB	Hotel / Motel	CD	\$ 300,814.79	7/26/2017	10/25/2017	0.55%
2451	FSB	Construction Account	Checking	\$ 104,884.47	N/A	N/A	—%
2485	FSB	PD Seizure	M/M	\$ 3,646.22	N/A	N/A	0.20%
2493	FSB	Municipal Court Special Revenue	M/M	\$ 54,934.16	N/A	N/A	0.20%
2519	FSB	Impact Fees - Water	M/M	\$ 12,754.29	N/A	N/A	0.20%
2543	FSB	Airport Reserve	M/M	\$ 35,301.32	N/A	N/A	0.20%
33143	FSB	Airport Reserve	CD	\$ 401,383.19	7/26/2017	01/26/1/8	0.70%
33211	FSB	Airport Reserve	CD	\$ 179,895.77	8/2/2017	2/2/2018	0.70%
2568	FSB	Benevolent Fund	Checking	\$ 2,366.38	N/A	N/A	—%
2576	FSB	Interest & Sinking Acct	M/M	\$ 213,170.05	N/A	N/A	0.20%
2584	FSB	Impact Fees - Wastewater	M/M	\$ 20,093.13	N/A	N/A	0.20%
2592	FSB	BEDC	Super NOW	\$ 737,636.83	N/A	N/A	0.10%
33181	FSB	BEDC	CD	\$ 250,863.01	3/22/2017	9/18/2017	0.55%
2634	FSB	Benefit Trust Account	M/M		N/A	N/A	—%
2675	FSB	Police Department Explorer Program	M/M	\$ 9,062.04	N/A	N/A	—%
2691	FSB	Fire Department Explorer Program	M/M	\$ 6,673.30	N/A	N/A	0.20%
3012	FSB	Franchise Fee Account	Super NOW	\$ 65,879.63	N/A	N/A	0.10%
58776	FSB	Fire Dept Community Acct	M/M	\$ 20,948.45	N/A	N/A	—%
2711100007	TexPool	TWDB	Investment	\$ 65,587.63	N/A	N/A	0.7121%
2711100006	TexPool	TWDB	Investment	\$ 39,820.77	N/A	N/A	0.7121%
143033000	US Bank	City of Burnet, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2010 Escrow Account	Investment	\$ 3,067.23	N/A	N/A	0.34%
82-020-01-0	Bank of Texas	City of Burnet Ctr 2012 TWDB Escrow	Investment	\$ 263,554.58	N/A	N/A	0.37%
Total Restricted Cash				\$ 3,764,794.43			
Total All Cash				\$ 10,441,924.43			

FINANCIAL REPORT

December 2017

	FY 2017-18 Budget		Actual	
	Annual Budget	Year-to-Date	December 2017	December 2016
UNRESTRICTED FUNDS				
GOVERNMENTAL ORGANIZATIONAL UNIT				
General Fund				
Operating Revenues	\$ 10,204,027 \$	2,506,765 \$	2,955,005 \$	2,518,108
Use of Fund Balance	\$ 1,860,000 \$	305,030 \$	275,167 \$	183,690
Total Revenue	\$ 12,064,027 \$	2,811,795 \$	3,230,172 \$	2,701,798
Operating Expenditures	\$ 9,555,576 \$	2,473,446 \$	2,468,523 \$	2,489,160
Debt Service	\$ — \$	— \$	— \$	—
Total Operating Expense	\$ 9,555,576 \$	2,473,446 \$	2,468,523 \$	2,489,160
Transfers to Capital Project Funds	\$ 1,860,000 \$	305,030 \$	275,167 \$	183,690
Net Operating Profit / (Loss)	\$ 648,451 \$	33,319 \$	486,482 \$	28,948
Transfer to Golf - Operating	\$ 155,208 \$	— \$	— \$	—
Net Excess/(Deficit)	\$ 493,243 \$	33,319 \$	486,482 \$	28,948
Delaware Springs Golf Course				
Operating Revenues	\$ 1,435,748 \$	387,158 \$	428,282 \$	395,282
Operating Expenditures	\$ 1,590,955 \$	383,442 \$	364,069 \$	377,362
Debt Service	\$ — \$	— \$	— \$	—
Total Operating Expense	\$ 1,590,955 \$	383,442 \$	364,069 \$	377,362
Net Operating Profit / (Loss)	\$ (155,207) \$	3,716 \$	64,213 \$	17,920
Operating Transfer from General Fund	\$ 155,208 \$	— \$	— \$	—
Net Excess/(Deficit)	\$ 1 \$	3,716 \$	64,213 \$	17,920
General Government Capital Fund				
Operating Revenues	\$ 50,000 \$	— \$	50,000 \$	—
Transfer from General Fund	\$ 1,635,000 \$	— \$	128,195 \$	134,796
Total Revenue	\$ 1,685,000 \$	— \$	178,195 \$	134,796

	FY 2017-18 Budget		Actual	
	Annual Budget	Year-to-Date	December 2017	December 2016
Operating Expenditures	\$ 1,685,000 \$	— \$	128,196 \$	136,037
Capital Project Gain/(Loss)	\$ — \$	— \$	49,999 \$	(1,241)
Golf Course Capital Fund				
Transfer from General Fund	\$ 225,000 \$	— \$	146,972 \$	48,894
Operating Expenditures	\$ 225,000 \$	— \$	146,972 \$	48,894
Capital Project Gain/(Loss)	\$ — \$	— \$	— \$	—
ORGANIZATIONAL UNIT NET CHANGE	\$ 493,244 \$	37,035 \$	600,694 \$	45,627
ELECTRIC ORGANIZATIONAL UNIT				
Electric Fund				
Operating Revenues	\$ 8,561,200 \$	1,952,337 \$	2,030,815 \$	1,974,819
Use of Fund Balance	\$ 125,000 \$	54,958 \$	2,222 \$	81,417
Total Revenue	\$ 8,686,200 \$	2,007,295 \$	2,033,037 \$	2,056,236
Operating Expenditures	\$ 8,049,656 \$	1,932,354 \$	1,936,883 \$	1,910,970
Debt Service	\$ 48,554 \$	12,138 \$	12,138 \$	16,826
Total Operating Expense	\$ 8,098,210 \$	1,944,492 \$	1,949,021 \$	1,927,796
Transfers to Capital Project Fund	\$ 125,000 \$	54,958 \$	2,222 \$	81,417
Net Operating Profit / (Loss)	\$ 462,990 \$	7,845 \$	81,794 \$	47,023
Electric Capital Project Fund				
Contributions	\$ 50,000 \$	— \$	— \$	57,399
Transfer from Electric Fund	\$ 125,000 \$	— \$	2,222 \$	81,417
Total Revenue	\$ 175,000 \$	— \$	2,222 \$	138,816
Operating Expenditures	\$ 175,000 \$	— \$	2,222 \$	138,816
Capital Project Gain/(Loss)	\$ — \$	— \$	— \$	—
ORGANIZATIONAL UNIT NET CHANGE	\$ 462,990 \$	7,845 \$	81,794 \$	47,023

FY 2017-18 Budget			Actual	
Annual Budget	Year-to-Date	December 2017	December 2016	

WATER/WASTEWATER ORGANIZATIONAL UNIT

Water/Wastewater

Operating Revenues	\$ 4,076,700	\$ 942,964	\$ 1,014,524	\$ 994,520
Use of Fund Balance	\$ 500,000	\$ 125,000	\$ —	\$ 18,681
Total Revenue	\$ 4,576,700	\$ 1,067,964	\$ 1,014,524	\$ 1,013,201
Operating Expenditures	\$ 3,148,678	\$ 765,649	\$ 695,303	\$ 599,674
Debt Service	\$ 1,055,035	\$ 263,834	\$ 227,065	\$ 254,981
Total Operating Expense	\$ 3,703,713	\$ 904,483	\$ 922,368	\$ 854,655
Transfers to Capital Project Fund	\$ 500,000	\$ 125,000	\$ —	\$ 18,681
Net Operating Profit / (Loss)	\$ 372,987	\$ 38,481	\$ 92,156	\$ 139,865

Water/Wastewater Capital Project Fund

Transfer from Water/Wastewater Fund	\$ 500,000	\$ —	\$ —	\$ 18,681
Other Revenue	\$ 40,000	\$ —	\$ 23,993	\$ 2,843
Use of Loan Proceeds	\$ 1,650,000	\$ —	\$ 4,044	\$ 153,736
Total Revenue	\$ 2,190,000	\$ —	\$ 28,037	\$ 175,260
Operating Expenditures	\$ 2,190,000	\$ —	\$ 4,044	\$ 173,011
Capital Project Gain/(Loss)	\$ —	\$ —	\$ 23,993	\$ 2,249

ORGANIZATIONAL UNIT NET CHANGE

\$ 372,987	\$ 38,481	\$ 116,149	\$ 142,114
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AIRPORT ORGANIZATIONAL UNIT

Airport Fund

Operating Revenues	\$ 791,050	\$ 188,413	\$ 223,809	\$ 170,989
Use of Fund Balance	\$ —	\$ —	\$ —	\$ —
Total Revenue	\$ 791,050	\$ 188,413	\$ 223,809	\$ 170,989
Operating Expenditures	\$ 669,083	\$ 138,418	\$ 166,436	\$ 126,080
Debt Service	\$ 26,275	\$ 6,569	\$ 6,569	\$ 5,574

	FY 2017-18 Budget		Actual	
	Annual Budget	Year-to-Date	December 2017	December 2016

Total Expense	\$ 695,358 \$	144,987 \$	173,005 \$	131,654
Operating Excess/(Deficit)	\$ 95,692 \$	43,426 \$	50,804 \$	39,335
Transfers to Capital Project Fund	\$ — \$	— \$	— \$	—
Net Operating Profit / (Loss)	\$ 95,692 \$	43,426 \$	50,804 \$	39,335

Airport Capital Project Fund

Revenues	\$ — \$	— \$	— \$	—
Expenses	\$ — \$	— \$	— \$	—
Capital Project Gain/(Loss)	\$ — \$	— \$	— \$	—

ORGANIZATIONAL UNIT NET CHANGE

\$ 95,692 \$	43,426 \$	50,804 \$	36,936
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UNRESTRICTED FUND EXCESS/ (DEFICIT)

\$ 1,424,913 \$	126,787 \$	849,441 \$	271,700
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OTHER ORGANIZATIONAL UNITS

Hotel/Motel Fund

Revenues	\$ 325,475 \$	30,865 \$	49,320 \$	33,447
Expenses	\$ 323,746 \$	18,977 \$	39,118 \$	18,997
Net Excess/(Deficit)	\$ 1,729 \$	11,888 \$	10,202 \$	14,450

Burnet Economic Development Corporation

Revenues	\$ 946,450 \$	134,426 \$	164,132 \$	132,206
Use of Fund Balance	\$ 700,000 \$	— \$	— \$	—
Use of Loan Proceeds	\$ 1,500,000 \$	— \$	— \$	—
Total Revenue	\$ 3,146,450 \$	134,426 \$	164,132 \$	132,206

Expenses	\$ 2,952,080 \$	215,746 \$	59,912 \$	102,804
Net Excess/(Deficit)	\$ 194,370 \$	(81,320) \$	104,220 \$	29,402

FY 2017-18 Budget			Actual	
Annual Budget	Year-to-Date	December 2017	December 2016	

Debt Service Fund

Revenues	\$ 1,130,613	\$ 288,471	\$ 246,025	\$ 277,645
Expenses	\$ 1,130,612	\$ 1,093	\$ —	\$ 806
Net Excess/(Deficit)	\$ 1	\$ 287,378	\$ 246,025	\$ 276,839

Self Funded Equipment Fund

Revenues	\$ 775,052	\$ —	\$ 194,627	\$ 185,684
Expenses	\$ 710,300	\$ —	\$ 287,396	\$ 194,800
Net Excess/(Deficit)	\$ 64,752	\$ —	\$ (92,769)	\$ (9,116)

Interest & Sinking Fund

Revenues	\$ 345,686	\$ 69,623	\$ 150,885	\$ 79,803
Expenses	\$ 345,686	\$ —	\$ —	\$ —
Net Excess/(Deficit)	\$ —	\$ 69,623	\$ 150,885	\$ 79,803

Year-to-Date Expenditures General Fund by Department

December 2017

Description	Mayor & Council	Administra- tion	Interfund Transfers	Police	Municipal Court	Fire/EMS	Sanitation	Streets	Parks	Development Services	City Shop	Economic Development	Galloway Hammond	Total
Personnel	\$ 345	\$ 184,512	\$ —	\$ 394,746	\$ 8,595	\$ 662,527	\$ —	\$ 109,607	\$ 103,837	\$ 70,785	\$ 18,380	\$ 15,069	\$ —	\$ 1,568,403
Supplies	\$ 742	\$ 26,234	\$ —	\$ 35,688	\$ 934	\$ 47,734	\$ 3,882	\$ 9,182	\$ 6,662	\$ 3,961	\$ 4,635	\$ 84	\$ —	\$ 139,738
Repairs & Maintenance	\$ 148	\$ 18,376	\$ —	\$ 4,712	\$ 3,572	\$ 27,946	\$ —	\$ 17,575	\$ 12,575	\$ 1,482	\$ 474	\$ —	\$ —	\$ 86,860
Services	\$ 6,902	\$ 150,034	\$ —	\$ 70,830	\$ 4,701	\$ 121,372	\$ 185,090	\$ 24,793	\$ 31,272	\$ 15,114	\$ 1,224	\$ 3,114	\$ 25,000	\$ 639,446
Purchases for Resale	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
Other Expense	\$ 247	\$ —	\$ —	\$ 300	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 547
Tournaments	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
Community Outreach	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
Property Acquisition	\$ 770	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 770
Capital Outlay	\$ —	\$ —	\$ —	\$ 64	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 64
Transfers to Other Funds	\$ —	\$ —	\$ 32,695	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 32,695
Allocation Transfer Out	\$ —	\$ —	\$ 128,195	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 128,195
Transfers to Debt Service	\$ —	\$ —	\$ 146,972	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 146,972
Transfers	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
	\$ 9,154	\$ 379,156	\$ 307,862	\$ 506,340	\$ 17,802	\$ 859,579	\$ 188,972	\$ 161,157	\$ 154,346	\$ 91,342	\$ 24,713	\$ 18,267	\$ 25,000	\$ 2,743,690
Excess / (Deficit)	(9,154)	1,957,120	(307,862)	(504,357)	12,766	(290,822)	47,138	(161,157)	(139,227)	(70,233)	(24,713)	1,983	(25,000)	486,482

Year-to-Date Revenue General Fund by Department

December 2017

Description	Mayor & Council	Administra- tion	Interfund Transfers	Police	Municipal Court	Fire/EMS	Sanitation	Streets	Parks	Development Services	City Shop	Economic Development	Galloway Hammond	Total
Ad Velorem Taxes	\$ —	\$ 973,341	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 973,341
Sales Tax Revenue	\$ —	\$ 419,795	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 419,795
Other Taxes	\$ —	\$ 22,677	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 22,677
Reimbursements From Other Funds	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
Allocation Transfer In	\$ —	\$ 644,268	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 644,268
Use of Fund Balance	\$ —	\$ 275,167	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 275,167
Fees for Services	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 402,235	\$ 236,110	\$ —	\$ 15,119	\$ 6,749	\$ —	\$ —	\$ —	\$ 660,213
Municipal Court Fines	\$ —	\$ —	\$ —	\$ 1,983	\$ 30,568	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 32,551
County Coverage	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 163,291	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 163,291
Other Revenue	\$ —	\$ 513	\$ —	\$ —	\$ —	\$ 2,255	\$ —	\$ —	\$ —	\$ 14,360	\$ —	\$ 20,250	\$ —	\$ 37,378
Contributions	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 976	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 976
Permit Fees	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
Interest Earned	\$ —	\$ 515	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 515
Sale of Merchandise	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
Other Operating Revenue	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
Airport Hanger Lease	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
Grant Revenue	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
Event Revenue	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
Use of Loan Proceeds	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
	\$ —	\$ 336,276	\$ —	\$ 1,983	\$ 30,568	\$ 568,757	\$ 236,110	\$ —	\$ 15,119	\$ 21,109	\$ —	\$ 20,250	\$ —	\$ 3,230,172

Year-to-Date Revenue Enterprise Funds

December 2017

Description	Electric Fund	Water/Wastewater Fund	Delaware Springs Golf Course	Total
Fees for Service	\$ 1,985,043 \$	985,461 \$	313,563 \$	3,284,067
Penalties	\$ 35,422 \$	15,430 \$	— \$	50,852
Connection Fees	\$ 7,738 \$	11,481 \$	— \$	19,219
Transfers	\$ — \$	— \$	32,695 \$	32,695
Other Revenue	\$ 2,364 \$	1,837 \$	463 \$	4,664
Contributions	\$ — \$	— \$	— \$	—
Interest Earned	\$ 248 \$	315 \$	— \$	563
Sale of Merchandise - Pro Shop	\$ — \$	— \$	29,372 \$	29,372
Sale of Merchandise - Snack Bar	\$ — \$	— \$	52,189 \$	52,189
Use of Fund Balance	\$ 2,222 \$	— \$	— \$	2,222
	\$ 2,033,037 \$	1,014,524 \$	428,282 \$	3,475,843

Year-to-Date Expenses Enterprise Funds

December 2017

Description	Electric Fund	Water/Wastewater Fund	Delaware Springs Golf Course	Total
Personnel	\$ 212,324	\$ 273,731	\$ 196,163	682,218
Supplies	\$ 18,841	\$ 52,970	\$ 19,118	90,929
Repairs & Maintenance	\$ 31,411	\$ 88,986	\$ 17,116	137,513
Services	\$ 33,008	\$ 101,760	\$ 48,865	183,633
Purchases for Resale	\$ 1,136,797	\$ 19,062	\$ 49,849	1,205,708
Other Expense	\$ —	\$ —	\$ —	—
Tournaments	\$ —	\$ —	\$ 263	263
Community Outreach	\$ 47,559	\$ —	\$ —	47,559
Property Acquisition	\$ —	\$ —	\$ —	—
Capital Outlay	\$ 4,335	\$ 11,809	\$ —	16,144
Transfers to Other Funds	\$ 2,222	\$ —	\$ —	2,222
Transfers to Debt Service	\$ 12,138	\$ 227,065	\$ —	239,203
Allocation Transfers	\$ 452,608	\$ 146,986	\$ 32,695	632,289
	\$ 1,951,243	\$ 922,369	\$ 364,069	3,237,681
Excess / (Deficit)	\$ 81,794	\$ 92,156	\$ 64,213	238,163

Activity Level- K9 Kuso	Total	Total	Total
SERVICE	APRIL - JULY 2017	AUGUST - DECEMBER 2017	YEAR 2017
Calls for Service	53	19	72
Calls by Outside Agency	11	10	21
Self Initiated Calls	9	3	12
# of Acutal Deployments	55	21	76
# of Deployments			
Contraband Located	25	7	32
ARRESTS			
Felony Arrests	8	5	13
Misd Arrests	12	1	13
Non-Traffic Citation	12	1	13
HOURS			
Community Service Hours		0.5	0.5
Training Hours	37.25	59	96.25
PATROL WORK			
Deployments	5	3	8
Criminal Search	1	5.5	6.5
Citizen Search	1		1
Patrol Bites			0
SCHOOL LOCATION			
Burnet H.S.	1		1
Quest	1		1
Burnet M.S.	1		1
RJ Richie			0
Shady Grove Elem.			0
Other School Loc.			0
AGENCY ASSISTED			
BCSO	11	3	14
SOU			0
Bertram PD			0
Marble Falls PD			0
DPS	4		4
Llano County		2	2
Other (List)	1	1	2
DRUGS FOUND			
Marijuana (grams)	118.9	457.86	576.76
Meth (grams)	50.8	1.8	52.6
Cocaine (grams)			0
Heroin (grams)			0
Other(Describe)	2.1	5.2	7.3
Paraphernalia	12	1	13
TOTAL HOURS DEPLOYED	50.25	76.5	126.75