



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 **24th day of April, 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) Burnet Municipal Court Quarterly Update Report: Judge Peggy Simon

1.3) Annual Audit Report: Jaynes, Reitmeier, Boyd & Therrell, P. C.: P. Langford

a. Audited Financial Statements

b. Management Letter

c. Report on Internal Controls

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 April 10, 2018 Council Workshop Meeting minutes

2.2) Approval of the April 10, 2018 Regular Council Meeting minutes

3. PUBLIC HEARING: None.

4. ACTION ITEMS:

4.1) Discuss and consider action: SECOND AND FINAL 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

4.2) Discuss and consider action: Call a Special Meeting of the City Council: K. Dix

4.3) Discuss and consider action: Release of Lien and Fee Simple Determinable Conditions for The Cottages of Westfall Subdivision: D. Vaughn

4.4) Discuss and consider action: Appoint member to the Burnet Zoning Board of Adjustments: M. Lewis

4.5) Discuss and consider action: Badger Building project: D. Vaughn

4.6) Discuss and consider action: Memorandum of Understanding between the City of Burnet and Burnet Consolidated Independent School District regarding surveillance systems: P. Nelson

4.7) Discuss and consider action: Authorizing the Police Department to accept a donation in the amount of \$8,000.00 to purchase (2) Two Yuneec Typhoon HRTF Hexacopter Drones: P. Nelson

4.8) Discuss and consider action: Broadcasitng City Council Meetings on Facebook Live: Council Member Clinton

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(B.3) March 2018 Financial Reports: P. Langford

6. EXECUTIVE SESSION:

6.1) Executive Session: The City of Burnet City Council shall meet in Executive Session in accordance to the provision of the Open Meetings Act, Texas Government Code, Chapter 551, and Sub-section 551.074(a) regarding deliberation on the appointment, employment, evaluation, reassignment, and duties of the City Manager, David Vaughn: Mayor Bromley

7. RECONVENE TO REGULAR SESSION FOR POSSIBLE ACTION:

7.1) Discuss and consider action: Regarding the appointment, employment, evaluation, reassignment, and duties of the City Manager as set out under the City Charter associated with the position of City Manager, David Vaughn: Mayor Bromley

8. REQUESTS FROM COUNCIL FOR FUTURE REPORTS:

9. ADJOURN:

Dated this 20th, day, of April, 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 April 20, 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 3/31/18

	Jan-18	Feb-18	Mar-18	TOTAL
NEW CASES FILED	69	73	79	221
TOTAL CASES ON DOCKET	250	244	258	258

WARRANTS ISSUED	17	31	18	66
WARRANTS CLOSED	29	27	27	83

TRIALS	0	0	1	1
JUVENILE DOCKETS	0	0	0	0

COLLECTIONS		\$ 13,988.00	\$ 13,251.00	\$ 18,579.83	\$ 45,818.83
KEPT BY CITY		\$ 8,935.42	\$ 9,138.31	\$ 12,349.87	\$ 30,423.60
REMITTED TO STATE		\$ 5,052.58	\$ 4,112.69	\$ 6,229.96	\$ 15,395.23

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

On this the 10th day of April, 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 Crista Goble Bromley
Council Members Paul Farmer, Tres Clinton, Joyce Laudenschlager, Cindia Talamantez,
 Milton Phair, Danny Lester
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, Leslie Baugh, Jonny Simons, Keith McBurnett, Suzanne Brown, Robbie Robertson and Andy Field

Call to Order: Mayor Bromley called the meeting to order at 5:00 p.m.

Burnet Consolidated Independent School District request for additional School Resource Officer: D. Vaughn: City Manager David Vaughn introduced BCISD School Superintendent Keith McBurnett to provide the presentation on campus security. Mr. McBurnett requested consideration by the City Council to enter into an agreement to provide two additional School Resource Officers for the Burnet elementary campuses for FY 2018/2019. This request would provide an officer at every Burnet campus. The School Board has agreed to the request with the same budgetary considerations as the two officers already serving in SRO positions at the middle school and high school. The School District would cover 75% of the officer's salaries and the City would be responsible for the remaining 25%.

Adjourn: There being no further business the workshop was adjourned at 5:55 p.m.

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix , City Secretary

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

On this the 10th day of April, 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 Crista Goble Bromley
Council Members Paul Farmer, Tres Clinton, Cindia Talamantez,
 Milton Phair, Danny Lester, Joyce Laudenschlager
City Manager David Vaughn
City Secretary Kelly Dix

Guests: James B. Wilson, Mark Lewis, Evan Milliorn, Gene Courtney, Mark Ingram, Patricia Langford, Paul Nelson, Alan Burdell, Bettye Foulds, Mary Jane Shanes, Adrienne Field, Leslie Baugh, Jonny Simons, Jim Barho, Charles Moore, Doug Fipps, Craig Lindholm, Paul Shell

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

INVOCATION: Council Member Paul Farmer

PLEDGE OF ALLEGIANCE: Council Member Milton Phair

PLEDGE TO TEXAS FLAG: Council Member Milton Phair

PUBLIC RECOGNITION/SPECIAL REPORTS:

Proclamation: Valley Masonic Lodge Day: Mayor Bromley: Mayor Crista Goble Bromley presented Frank Smith with the Valley Masonic Lodge, a Proclamation declaring Saturday, April 14, 2018; Valley Masonic Lodge Day. Mr. Smith accepted the proclamation and invited all present to attend the celebration fish fry at the Masonic Lodge on April 14th.

Proclamation: Child Abuse Prevention Month: Mayor Bromley: Mayor Crista Goble Bromley presented a proclamation declaring April 2018 Child Abuse Prevention Month in the City of Burnet. Police Chief Paul Nelson accepted the proclamation on behalf of the Hill Country Children's Advocacy Board.

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 March 27, 2018 Regular City Council Meeting minutes

Council Member Milton Phair moved to approve the consent agenda as presented. Council Member Paul Farmer seconded, the motion carried unanimously.

PUBLIC HEARING: None.

ACTION ITEMS:

Discuss and consider action: Purchase a portion of real property along Hamilton Creek located at 311 West Brier Street with a Burnet Central Appraisal District identification number 51738: E. Milliorn: Council Member Tres Clinton made a motion to approve the purchase of a portion of real property along Hamilton Creek located at 311 West Brier Street with a Burnet Central Appraisal District identification number 51738 in an amount not to exceed \$5,000.00. Council Member Milton Phair seconded, the motion carried unanimously.

Discuss and consider action: Interlocal Agreement with Burnet County Sheriff's Office for use of the City owned Firearms Range Facility: P. Nelson: Council Member Joyce Laudenschlager made a motion to approve the Interlocal Agreement with the Burnet County Sheriff's Office for the use of the City owned Firearms Range Facility. Council Member Milton Phair seconded, the motion carried unanimously.

Discuss and consider action: Improvements to the Animal Shelter: P. Nelson: Council Member Cindia Talamantez made a motion to approve and move forward with the repairs to the animal shelter in an amount not to exceed \$35,000.00. Council Member Paul Farmer seconded, the motion carried unanimously.

Discuss and consider action: Fire Sub-Station Narcotics Security: M. Ingram: Council Member Milton Phair made a motion to authorize the Fire Department to move forward with implementing the narcotics security measures for the Fire sub-stations as presented. 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 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: Mayor Crista Goble Bromley made a motion to approve the first reading of Ordinance 2018-08 as presented. Council Member Paul Farmer seconded, the motion carried unanimously.

Discuss and consider action: Appointment of Roxanne Nelson as Associate Judge: D. Vaughn: Council Member Milton Phair made a motion to appoint Roxanne Nelson as Associate Judge for the City of Burnet for a term ending in May 2019. Council Member Tres Clinton seconded, the motion carried unanimously.

Discuss and consider action: Contribution of land located in the 2400 block of FM 963 for use as a recycling and collection facility: D. Vaughn: Council Member Paul Farmer made a motion to approve the Contribution of land located in the 2400 block of FM 963 for use as a recycling and collection facility for Burnet County. Council Member Cindia Talamantez seconded, the motion carried unanimously.

Discuss and consider action: Board of Adjustment appointment: M. Lewis: Council Member Cindia Talamantez made a motion to appoint Craig Lindholm and Tommy Gaut to the Zoning Board of Adjustments for a term ending in January 2020.

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: Council Member Tres Clinton wanted a discussion about using Facebook Live to broadcast Council Meetings. Council Member Cindia Talamantez asked for an update on the street projects

ADJOURN: There being no further business a motion to adjourn was made by Council Member Joyce Laudenschlager at 6:37 p.m., seconded by Council Member Milton Phair. The motion carried unanimously.

ATTEST:

Crista Goble Bromley, Mayor

Kelly Dix, City Secretary



Administration

ITEM 4.1

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

Agenda Item Brief

Meeting Date: April 10, 2018

Agenda Item: Discuss and consider action: SECOND AND FINAL 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: This budget amendment addresses costs associated with repairs to the animal shelter, costs associated with increasing security at both EMS substations, and marketing and event costs within the Hotel/Motel Fund.

There have been no changes to Ordinance 2018-08 since the first reading on April 10, 2018.

Fiscal Impact: As noted on Attachment "A".

Recommendation: Approve and adopt Ordinance 2018-08 as presented.

ORDINANCE NO. 2018-08

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 10th day of April, 2018

FINALLY PASSED AND APPROVED on this 24th day of April, 2018.

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

ATTACHEMENT A:

\$15,000 from Hotel/Motel cash reserves for Marketing

\$5,000 from Hotel/Motel cash reserves for Special Events

\$35,000 from General Fund cash reserves to cover the cost of repairs at the animal shelter

\$25,000 from General Fund cash reserves need to properly secure the narcotics in the Fire Department



Administration

ITEM 4.2

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

Agenda Item Brief

Meeting Date: April 24, 2018

Agenda Item: Discuss and consider action: Call a Special Meeting of the City Council: K. Dix

Background:

Information: The Early Voting Ballot Board will meet on Friday, May 11, 2018 to review any Election Day provisional ballots and/or timely received ballots for military and civilian voters who are out of the United States.

Election records and canvass reports will not be available until May 14, 2018. The last day to canvass is May 16, 2018.

It will be necessary to call a Special Council Meeting for Tuesday, May 15th, 2018 to canvass the elections for timely submittal of final reports to the State.

Fiscal Impact: No impact.

Recommendation: Staff recommends scheduling a Special Meeting to canvass the May 5th General/Special Elections for Tuesday, May 15, 2018 at 5:30 p.m.



Administrative Services

ITEM 4.3

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

Agenda Item Brief

Meeting Date:	April 24, 2018
Agenda Item:	Discuss and consider action: Release of Lien and Fee Simple Determinable Conditions for The Cottages of Westfall Subdivision: D. Vaughn
Background:	The City Council previously entered into a Chapter 380 Economic Development Agreement with Langley Homes for the development of the Cottages of Westfall Subdivision.
Information:	Langley Homes has posted a letter of credit as fiscal surety for the completion of the project, in accordance with the City's subdivision ordinance. As such, Langley Homes is requesting approval of the attached release which is necessary for construction loans on the homes that are currently going vertical.
Fiscal Impact:	N/A
Recommendation:	Staff recommends approval of the Release of Lien and Fee Simple Determinable Conditions for The Cottages of Westfall Subdivision.

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

Release of Lien and Fee Simple Determinable Conditions

Basic Information

Date: April 13, 2018

Holder of Note and Lien: City of Burnet, a Texas Municipal Corporation

Holder's Mailing Address:

City of Burnet
1001 Buchanan Dr # 4,
Burnet, TX 78611

Note

Date: June 22, 2017

Original principal amount: \$200,000.00

Borrower: Langley Homes, Inc.

Lender: City of Burnet, a Texas Municipal Corporation

Note and Lien Are Described in the Following Documents ("Lien Documents"): Deed of Trust dated June 22, 2017, Habib H. Erkan, Jr., Trustee recorded under Instrument No. 201706122 of the Official Public Records of Burnet County, Texas and Chapter 380 Economic Development Agreement recorded under Instrument No. 201705813 of the Official Public Records of Burnet County, Texas and those Fee Simple Determinable Conditions as outlined under Warranty Deed with Vendor's Lien, City of Burnet, Texas, grantor, dated June 22, 2017 and recorded under Instrument No. 201706121 of the Official Public Records of Burnet County, Texas.

Property (including any improvements):

BEING originally described as Lot No. One (1), City of Burnet Westfall Subdivision, an approximate 12.85 acre tract of land in Burnet County, Texas out of the Sarah Ann Guest Survey No. 1053, Abstract No. 1525 and being out of the B.B. Castleberry Survey No. 2, Abstract No. 187 and BEING subsequently re-platted as The Cottages at Westfall, a

subdivision in Burnet County, Texas as shown under Instrument No. 201801595 of the Official Public Records of Burnet County, Texas..

Release of Lien and Security Interests

Holder is the owner and holder of the Note and Lien.

Holder releases the Property from all liens and security interests and those fee simple determinable conditions held by Holder granted in the Lien Documents and any other instruments, including other instruments recorded in the official public records of the county where the Property is located. Other than the released liens and fee simple determinable conditions as described herein, those certain conditions, covenants and obligations described in the Chapter 380 Economic Development Agreement recorded under Instrument No. 201705813 of the Official Public Records of Burnet County, Texas, and the Warranty Deed with Vendor's Lien recorded in instrument No. 201706121 of the Official Public Records of Burnet County, Texas remain in full force and effect.

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

City of Burnet, a Texas Municipal corporation,

Crista Goble Bromley, Mayor
City of Burnet, Texas

STATE OF TEXAS)

COUNTY OF BURNET)

This instrument was acknowledged before me on _____, 2018, by
Crista Goble Bromley, as the City Manager of City of Burnet, a Texas Municipal Corporation,
on behalf of said corporation.

Notary Public, State of Texas

My commission expires: _____

AFTER RECORDING RETURN TO:

Henson & Rockafellow, PLLC
205 S. Pierce St.
Burnet, TX 78611
Tel: (512) 756-4100
Fax: (512) 756-2900



Community Development

ITEM 4.4

Mark Lewis
Director of Community
Development
(512)-756-6093 ext. 3215
mlewis@cityofburnet.com

Agenda Item Brief

Meeting Date:	April 24, 2018
Agenda Item:	Discuss and consider action: Appoint member to the Burnet Zoning Board of Adjustments: M. Lewis
Background:	Paul Shell serves on the City's Zoning Board of Adjustment. The seat Mr. Shell occupies is up for appointment, or reappointment. Mr. Shell has expressed his desire to be reappointed to a new term that will expire in January 2020.
Information:	City Council is being asked to consider reappointment of Mr. Shell to the Zoning Board of Adjustments
Fiscal Impact:	None.
Recommendation:	To be determined by Council



City Manager

ITEM 4.5

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

Agenda Item Brief

Meeting Date: April 24, 2018

Agenda Item: Discuss and consider action: Badger Building project: D. Vaughn

Background:

Information: Staff will provide Council with an update on the project during the meeting.

Fiscal Impact:

Recommendation: No action at this time.



Police Department

ITEM 4.6

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

Agenda Item Brief

Meeting Date:	April 24, 2018
Agenda Item:	Discuss and consider action: Memorandum of Understanding between the City of Burnet and Burnet Consolidated Independent School District regarding surveillance systems: P. Nelson
Background:	Each patrol units in car computer, along with computers at the Burnet Police Department have the ability to view all surveillance cameras at each BCISD campus. The officers have been given a “password” to be able to access the surveillance camera system.
Information:	This MOU will give the Burnet Police Department authority to view the BCISD surveillance camera system, for evidence and/or safety purposes only.
Fiscal Impact:	There is no fiscal impact to the City of Burnet
Recommendation:	Staff recommends approval.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF BURNET
AND
BURNET CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
REGARDING
SURVEILLANCE SYSTEMS**

This MEMORANDUM OF UNDERSTANDING (MOU) is made by and between Burnet Consolidated Independent School District (hereinafter "BCISD"), a political subdivision of the State of Texas, by and through Keith McBurnett, its duly authorized representative, and The City of Burnet by and through David Vaughn, its duly authorized City Manager, for the benefit of the Burnet Police Department (hereinafter "BPD"). BPD and BCISD are individually referred to herein as a "Party" and collectively referred to as "Parties."

WHEREAS, BCISD has agreed to coordinate with BPD in an effort to improve Burnet's quality of life and to protect and defend BCISD, its students, staff, parents, patrons and the community from acts of violence and property theft or destruction that occur or potentially occur on BCISD property; and

WHEREAS, the Parties further recognize that technological advancements offer the ability to provide real time intelligence to police officers responding to emergency crisis situations that impact the health and safety of BCISD, its students, staff, parents, patrons and the community on BCISD property; and

WHEREAS, the Parties agree that it is in the best interests of the community and all people involved that public safety personnel responding to a health and safety emergency have access to immediate and precise intelligence in order to ensure an accurate and effective response; and

WHEREAS, BCISD, desires to provide controlled access to its surveillance systems for the limited purpose of responding to emergency health and safety situations located in and around BCISD property.

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the parties agree as follows:

**I.
Definitions**

The term “BPD” shall include BPD, and its officers, agents, employees, and representatives.

The term “BCISD” shall include BCISD, and its officers, agents, employees, representatives, servants, contractors, and subcontractors.

Surveillance System: The network of video cameras owned by BCISD located at various school campuses, administrative buildings, and other properties owned, leased, or otherwise used by BCISD.

Call for service: Request made to BPD for police assistance.

II. BCISD AGREES:

1. Continue to report any information that relates to the commission of a crime on its property or involving its students, staff, parents and community, particularly situations involving threats to the health and safety of persons to BPD,
2. To authorize BPD to access its Surveillance System for detection, prevention, deterrence, cessation or investigation of health and safety emergency situations located in or around BCISD property under the Family Educational Rights and Privacy Act (“FERPA” hereinafter), 20 U.S.C. Section 1232g, 34 CFR Section 99.36.
3. To provide all information necessary to enable BPD to access its Surveillance System.
4. To notify BPD in advance of any scheduled or planed Surveillance System outages and as soon as practicable during unplanned outages.
5. To assist BPD in identifying and resolving problems in accessing the Surveillance System. Nothing in this agreement shall be interpreted to require BCISD to purchase any new equipment.
6. To maintain a record of all disclosure of student records and note the basis for the disclosure on each record of a health and safety emergency under FERPA, 34 CFR Section 99.32(a)(5).

III. BPD AGREES:

7. To access BCISD’s Surveillance System for only the following limited circumstances:
 - a) to test the functionality of the system;
 - b) in response to a call for service or of a health and safety emergency; or
 - c) when BPD deems necessary in its sole discretion to locate and identify information for law enforcement purposes in accordance with the health and safety emergency exception as set forth in FERPA, 34 CFR Section 99.31(a)(10); and
 - d) for all other purposes only upon lawful subpoena or court order served upon BCISD.

8. To assist BCISD in identifying and resolving problems with accessing the Surveillance System. Nothing in this MOU shall be interpreted to require BPD to purchase any new equipment.

9. To test compatibility between the Surveillance System and BPD's network.

10. That if a copy of the information is necessary; it shall request and receive written permission from the Superintendent of Schools for BCISD prior to creating a copy of any information contained on the Surveillance System.

IV. BOTH PARTIES AGREE:

11. To identify and make all reasonable efforts to resolve any issue related to the implementation of this MOU including, but not limited to, those related to personnel, facilities, technology, and other available resources.

12. That the Scope of Work, Exhibit A, govern the rights and duties of the Parties under this MOU, and Exhibit A is incorporated into this agreement. Should there be a conflict between this MOU and Exhibit A, this MOU shall control.

13. That BPD is not a monitoring service and is under no obligation to access BCISD's surveillance system for any reason other than for the limited reasons set forth herein in Paragraph III. BPD may access BCISD's surveillance system at its sole discretion, only as allowed by this MOU.

14. Except as expressly provided in this MOU, BPD does not maintain or have a right to maintain any information stored on the Surveillance System.

15. That any information copied by BPD in accordance with this MOU shall be a law enforcement record and shall not be an educational record in accordance with FERPA.

V. TERM AND TERMINATION

16. The term of this Agreement will begin on the date of full execution by both Parties. Either party may terminate this MOU with (30) days advance written notice to the other party.

VI. MISCELLANEOUS

18. Assignability – neither party may assign its rights or duties under this Agreement without the prior written consent of the other Party;

19. Notice – Any notice, demand, or communication required, permitted, or desired to be given under this Agreement, shall be deemed effectively given when delivered personally, sent by telecopy, email or mailed by prepaid Certified Mail, return receipt requested, addressed to the Party at the following addresses:

BCISD:	Burnet Consolidated Independent School District Keith McBurnett, Superintendent 208 East Brier Burnet, Texas 78611
BPD:	Burnet Police Department Chief Paul Nelson 105 South Rhomberg Street Burnet, Texas 78611

20. Enforceability – should any provision of the Agreement be held invalid or unconstitutional by any governmental body or court of competent jurisdiction, that holding shall not diminish the validity of any other provision of this Agreement.

21. This agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.

22. Amendment – this Agreement may not be amended or modified except by a written instrument executed by both Parties. A signature received via facsimile or electronically via email shall be as legally binding for all purposes as an original signature.

23. Nothing in this MOU shall be construed to affect a governmental entity's immunities under constitutional, statutory or common law.

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[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals effective as of this the 24th day of April, 2018.

CITY OF BURNET:

By: _____
David Vaughn
City Manager

BURNET CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT:

By: _____
Keith McBurnett
Superintendent of Schools



Police Department

ITEM 4.7

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

Agenda Item Brief

Meeting Date:	April 24, 2018
Agenda Item:	Discuss and consider action: Authorizing the Police Department to accept a donation in the amount of \$8,000.00 to purchase (2) Two Yuneec Typhoon HRTF Hexacopter Drones: P. Nelson
Background:	Two different citizens approached the Police Department, asking to donate money to specifically purchase drones. The donations will help purchase (2) Two Yuneec Typhoon HRTF Hexacopter Drones along with (2) Two Yuneec CGO Et 3-Axis Thermal Optical Dual Cameras that will be attached to the drone. The total cost for both drones and attached Thermal Cameras will be \$7,000.
Information:	The drones will be used for Police & Fire, for any emergency that may arise in a need for a drone. The PD will be getting supervisors/Investigators certified to operate the drones.
Fiscal Impact:	There is no fiscal impact to the City of Burnet
Recommendation:	Staff recommends approval.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF BURNET
AND
BURNET CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
REGARDING
SURVEILLANCE SYSTEMS**

This MEMORANDUM OF UNDERSTANDING (MOU) is made by and between Burnet Consolidated Independent School District (hereinafter "BCISD"), a political subdivision of the State of Texas, by and through Keith McBurnett, its duly authorized representative, and The City of Burnet by and through David Vaughn, its duly authorized City Manager, for the benefit of the Burnet Police Department (hereinafter "BPD"). BPD and BCISD are individually referred to herein as a "Party" and collectively referred to as "Parties."

WHEREAS, BCISD has agreed to coordinate with BPD in an effort to improve Burnet's quality of life and to protect and defend BCISD, its students, staff, parents, patrons and the community from acts of violence and property theft or destruction that occur or potentially occur on BCISD property; and

WHEREAS, the Parties further recognize that technological advancements offer the ability to provide real time intelligence to police officers responding to emergency crisis situations that impact the health and safety of BCISD, its students, staff, parents, patrons and the community on BCISD property; and

WHEREAS, the Parties agree that it is in the best interests of the community and all people involved that public safety personnel responding to a health and safety emergency have access to immediate and precise intelligence in order to ensure an accurate and effective response; and

WHEREAS, BCISD, desires to provide controlled access to its surveillance systems for the limited purpose of responding to emergency health and safety situations located in and around BCISD property.

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the parties agree as follows:

I.

Definitions

The term “BPD” shall include BPD, and its officers, agents, employees, and representatives.

The term “BCISD” shall include BCISD, and its officers, agents, employees, representatives, servants, contractors, and subcontractors.

Surveillance System: The network of video cameras owned by BCISD located at various school campuses, administrative buildings, and other properties owned, leased, or otherwise used by BCISD.

Call for service: Request made to BPD for police assistance.

II. BCISD AGREES:

1. Continue to report any information that relates to the commission of a crime on its property or involving its students, staff, parents and community, particularly situations involving threats to the health and safety of persons to BPD,
2. To authorize BPD to access its Surveillance System for detection, prevention, deterrence, cessation or investigation of health and safety emergency situations located in or around BCISD property under the Family Educational Rights and Privacy Act (“FERPA” hereinafter), 20 U.S.C. Section 1232g, 34 CFR Section 99.36.
3. To provide all information necessary to enable BPD to access its Surveillance System.
4. To notify BPD in advance of any scheduled or planed Surveillance System outages and as soon as practicable during unplanned outages.
5. To assist BPD in identifying and resolving problems in accessing the Surveillance System. Nothing in this agreement shall be interpreted to require BCISD to purchase any new equipment.
6. To maintain a record of all disclosure of student records and note the basis for the disclosure on each record of a health and safety emergency under FERPA, 34 CFR Section 99.32(a)(5).

III. BPD AGREES:

7. To access BCISD’s Surveillance System for only the following limited circumstances:
 - a) to test the functionality of the system;
 - b) in response to a call for service or of a health and safety emergency; or

- c) when BPD deems necessary in its sole discretion to locate and identify information for law enforcement purposes in accordance with the health and safety emergency exception as set forth in FERPA, 34 CFR Section 99.31(a)(10); and
 - d) for all other purposes only upon lawful subpoena or court order served upon BCISD.
8. To assist BCISD in identifying and resolving problems with accessing the Surveillance System. Nothing in this MOU shall be interpreted to require BPD to purchase any new equipment.
9. To test compatibility between the Surveillance System and BPD's network.
10. That if a copy of the information is necessary; it shall request and receive written permission from the Superintendent of Schools for BCISD prior to creating a copy of any information contained on the Surveillance System.

IV. BOTH PARTIES AGREE:

11. To identify and make all reasonable efforts to resolve any issue related to the implementation of this MOU including, but not limited to, those related to personnel, facilities, technology, and other available resources.
12. That the Scope of Work, Exhibit A, govern the rights and duties of the Parties under this MOU, and Exhibit A is incorporated into this agreement. Should there be a conflict between this MOU and Exhibit A, this MOU shall control.
13. That BPD is not a monitoring service and is under no obligation to access BCISD's surveillance system for any reason other than for the limited reasons set forth herein in Paragraph III. BPD may access BCISD's surveillance system at its sole discretion, only as allowed by this MOU.
14. Except as expressly provided in this MOU, BPD does not maintain or have a right to maintain any information stored on the Surveillance System.
15. That any information copied by BPD in accordance with this MOU shall be a law enforcement record and shall not be an educational record in accordance with FERPA.

V. TERM AND TERMINATION

16. The term of this Agreement will begin on the date of full execution by both Parties. Either party may terminate this MOU with (30) days advance written notice to the other party.

VI. MISCELLANEOUS

18. Assignability – neither party may assign its rights or duties under this Agreement without the prior written consent of the other Party;

19. Notice – Any notice, demand, or communication required, permitted, or desired to be given under this Agreement, shall be deemed effectively given when delivered personally, sent by telecopy, email or mailed by prepaid Certified Mail, return receipt requested, addressed to the Party at the following addresses:

BCISD:	Burnet Consolidated Independent School District Keith McBurnett, Superintendent 208 East Brier Burnet, Texas 78611
BPD:	Burnet Police Department Chief Paul Nelson 105 South Rhomberg Street Burnet, Texas 78611

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By: _____
David Vaughn
City Manager

BURNET CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT:

By: _____
Keith McBurnett
Superintendent of Schools



City Council

ITEM 4.8

Tres Clinton
Council Member
830-385-6774
tclinton@cityofburnet.com

Agenda Item Brief

Meeting Date: April 24, 2018

Agenda Item: Discuss and consider action: Broadcasitng City Council Meetings on Facebook Live: Council Member Clinton

Background:

Information: TBD

Fiscal Impact:

Recommendation: TBD

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**THE CITY OF BURNET
AND
BURNET CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
REGARDING
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BPD: Burnet, Texas 78611
Burnet Police Department
Chief Paul Nelson
105 South Rhomberg Street
Burnet, Texas 78611

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CITY OF BURNET:

By: _____
David Vaughn
City Manager

BURNET CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT:

By: _____
Keith McBurnett
Superintendent of Schools



Administration

ITEM 6.1

David Vaughn
Asst. City Manager
(512)-756-6093 ext. 3208
dvaughn@cityofburnet.com

Agenda Item Brief

Meeting Date: April 24, 2018

Agenda Item: Executive Session: The City of Burnet City Council shall meet in Executive Session in accordance to the provision of the Open Meetings Act, Texas Government Code, Chapter 551, and Sub-section 551.074(a) regarding deliberation on the appointment, employment, evaluation, reassignment, and duties of the City Manager, David Vaughn: Mayor Bromley

Background:

Information: An Executive Session will be held with the City Council to discuss the position of City Manager. City Council will determine if action shall be taken on the issue listed.

Fiscal Impact: To be determined

Recommendation: To be determined



Administration

ITEM 7.1

David Vaughn
Asst. City Manager
(512)-756-6093 ext. 3208
dvaughn@cityofburnet.com

Agenda Item Brief

Meeting Date: April 24, 2018

Agenda Item: Discuss and consider action: Regarding the appointment, employment, evaluation, reassignment, and duties of the City Manager as set out under the City Charter associated with the position of City Manager, David Vaughn: Mayor Bromley

Background:

Information: To be discussed in Executive Session.

Fiscal Impact:

Recommendation: To be determined by Council.