



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

Notice is hereby given that a **Regular Council Meeting** will be held by the governing body of the above named City on the **8th day of May, 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: None.

2. CONSENT AGENDA ITEMS:

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

2.1) Approval of the April 24, 2018 Council Workshop Meeting minutes

2.2) Approval of the April 24, 2018 Regular Council Meeting minutes

3. PUBLIC HEARING:

3.1) Public Hearing: The City Council will conduct a public hearing regarding a request to rezone Lot 1, Block 2 (1.409 acres); Burnet Industrial Park and Lot 2, Block 2, Burnet Industrial Park which is further described as being in the 400 Block of Industrial Boulevard, from its present zoning designation of Single Family Residential –District R-1, to a designation of Medium Commercial – District C-2: M. Lewis

3.2) Public Hearing: The City Council will conduct a public hearing regarding a

request to replat lots 13-H, 13-S, 13-T, 13-U, 13-V, 13-W, 13-X, and 13-Y, of Tract 13, Oak Vista for the purpose of creating the Final Consolidation of Replats of Tract 13, Oak Vista which is further described as being comprised of approximately 20.75 acres located in the 700 block of Scenic Oaks Drive: M. Lewis

4. ACTION ITEMS:

4.1) Discuss and consider action: FIRST READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 BY ASSIGNING MEDIUM COMMERCIAL – DISTRICT C-2 ZONING TO LOT 1, SECTION 2 (1.409 ACRES) BURNET INDUSTRIAL PARK AND LOT 2, BLOCK 2, BURNET INDUSTRIAL PARK WHICH IS FURTHER DESCRIBED AS BEING IN THE 400 BLOCK OF INDUSTRIAL BOULEVARD; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: M. Lewis

4.2) Discuss and consider action: City Council will discuss and consider action regarding a request to replat lots 13-H, 13-S, 13-T, 13-U, 13-V, 13-W, 13-X, and 13-Y, of Tract 13, Oak Vista for the purpose of creating the Final Consolidation of Replats of Tract 13, Oak Vista which is further described as being comprised of approximately 20.75 acres located in the 700 block of Scenic Oaks Drive: M. Lewis

4.3) Discuss and consider action: Approve a Master Service Agreement with Change Healthcare for supplemental payment recovery assistance services: M. Ingram

4.4) Discuss and consider action: Authorize the waiver of permit fees for the Badger Building Project: D. Vaughn

4.5) Discuss and consider action: A RESOLUTION BY THE CITY OF BURNET, TEXAS RESTRICTING THE USE OF CERTAIN FUNDS FOR CAPITAL PROJECTS AND AUTHORIZING THE USE OF SUCH FUNDS FOR PROJECT F, SELECTED FULL LENGTH REHABILITATION PROJECT: D. Vaughn

4.6) Discuss and consider action: Award of Street Paving Project Bid: G. Courtney

4.7) Discuss and consider action: FIRST READING OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET APPROVING A TYPE B PROJECT BY THE BURNET ECONOMIC DEVELOPMENT CORPORATION ("BEDC") FOR THE RESTORATION OF THE HISTORIC BADGER BUILDING LOCATED AT 229 S. PIERCE STREET; AND OTHER RELATED MATTERS: D. Vaughn

4.8) Discuss and consider action: FIRST READING OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET APPROVING A TYPE B PROJECT BY THE BURNET ECONOMIC DEVELOPMENT CORPORATION ("BEDC") FOR THE DEVELOPMENT OF A 21 ACRE BUSINESS, COMMERCIAL, AND/OR INDUSTRIAL PARK LOCATED AT 1500 POLK STREET; AND OTHER RELATED MATTERS: D. Vaughn

4.9) Discuss and consider action: Authorization to proceed with financing for the Police Department Facility Project: D. Vaughn

5. REPORTS: None.

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.

8. REQUESTS FROM COUNCIL FOR FUTURE REPORTS:

9. ADJOURN:

Dated this 4th, day, of May, 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 May 4, 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).

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

On this the 24th 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, Lew Cuhn, Savanna Gregg, Craig Lindholm, Ricky Langley, Wade Langely, Diana Ward, Mary Jane Shanes

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

Mid Year Budget Review: D. Vaughn: City Manager David Vaughn started the review with letting Council know that the Burnet County Appraisal District is expecting an increase in property tax revenue again this year. Mr. Vaughn reviewed revenues and expenses for all funds to date. Overall the City is in a good position financially at this time. Mr. Vaughn reviewed the Council's proposed financial goals and the possibility of establishing Capitol Reserve Accounts for the General Fund, Electric Fund and Water and Wastewater Funds in the next FY budget planning. All present were reminded that the annual budget planning meeting will be held on May 29, 2018 at Canyon of the Eagles from 10:00 a.m. to 5:00 p.m.

Adjourn: There being no further business the workshop was adjourned at 5:46 p.m.

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix , City Secretary

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

On this the 24th 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, Mary Jane Shanes, Adrienne Field, Leslie Baugh, Jonny Simons, Diana Ward, Connie Maxwell, Doug Fipps, Craig Lindholm, Paul Shell, Lew Cuhn, Savanna Gregg, Ricky Langley, Wade Langley

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 Tres Clinton

PLEDGE TO TEXAS FLAG: Council Member Tres Clinton

PUBLIC RECOGNITION/SPECIAL REPORTS:

Chamber of Commerce Report: April Gordon reported to Council the Bluebonnet Festival was a complete success and expressed thanks to the City Council and Staff for their assistance with the festival. Ms. Gordon reported that there were 47,900 hits on the Chamber website and the Bluebonnet Festival phone app. Ms. Gordon reviewed the May Calendar of Events.

Burnet Municipal Court Quarterly Update Report: Judge Peggy Simon reviewed the January, February and March court report with Council. Judge Simon explained to Council the collaboration agreement has with Burnet County to provide jurors when needed for Municipal trials.

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

a. Audited Financial Statements

b. Management Letter

c. Report on Internal Controls

Diana Ward of Jaynes, Reitmeier, Boyd & Therrell, P.C., presented the Comprehensive Annual Financial Report to the Council. Ms. Ward reviewed the report and informed Council that the review of the financial accounting, reporting, operating and regulatory plans are in compliance with required accounting principles and found to be favorable with no discrepancies reported.

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 April 10, 2018 Council Workshop Meeting minutes

Approval of the April 10, 2018 Regular City Council Meeting minutes

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

PUBLIC HEARING: None.

ACTION ITEMS:

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: Council Member Paul Farmer made a motion to approve and adopt Ordinance 2018-08 as presented. Council Member Tres Clinton seconded, the motion carried unanimously.

Discuss and consider action: Call a Special Meeting of the City Council: K. Dix: City Secretary Kelly Dix, informed Council that it would be necessary to call a Special City Council Meeting for Tuesday, March 15th to canvass the Special Election. Council Member Danny Lester moved to call a Special Council Meeting for Tuesday, May 15th, 2018 at 5:30 p.m. Council Member Tres Clinton seconded, the motion carried unanimously.

Discuss and consider action: Release of Lien and Fee Simple Determinable Conditions for The Cottages of Westfall Subdivision: D. Vaughn: Council Member Danny Lester made a motion to approve the Release of Lien and Fee Simple Determinable Conditions for The Cottages of Westfall Subdivision as presented. Council Member Paul Farmer seconded, the motion carried unanimously.

Discuss and consider action: Appoint member to the Burnet Zoning Board of Adjustments: M. Lewis: Council Member Paul Farmer made a motion to re-appoint Paul Shell to the Burnet Zoning Board of Adjustments for a term ending in January 2020. Council Member Danny Lester seconded, the motion carried unanimously.

Discuss and consider action: Badger Building project: D. Vaughn: City Manager David Vaughn informed Council that there will be several items for Council consideration on the next few Council Meeting agendas concerning the renovation of the Badger Building. No action was taken.

Discuss and consider action: Memorandum of Understanding between the City of Burnet and Burnet Consolidated Independent School District regarding surveillance systems: P. Nelson: Council Member Joyce Laudenschlager made a motion to approve the Memorandum of Understanding between the City of Burnet and Burnet Consolidated Independent School District regarding surveillance systems as presented. Council Member Tres Clinton seconded, the motion carried unanimously.

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: Council Member Tres Clinton made a motion to approve the acceptance of the donations of \$8,000.00 to purchase the drones. Council Member Paul Farmer seconded, the motion carried unanimously.

Discuss and consider action: Broadcasting City Council Meetings on Facebook Live: Council Member Clinton: Council Member Tres Clinton suggested to Council that he thought broadcasting the City Council Meetings on Facebook Live would generate the public's interest in local government. The pros and cons of the possible change were discussed. Council Member Danny Lester made a motion to not broadcast the City Council Meetings on Facebook Live. Council member Milton Phair seconded. Council Members Lester, Laudenschlager, Phair, Talamantez and Mayor Bromley voted in favor; Council Members Farmer and Clinton opposed. The motion carried with a vote of five for and two against. City Council Meetings will not be broadcasted on Facebook Live.

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.

EXECUTIVE SESSION: Council Member Danny Lester made a motion to convene to Executive Session at 6:34 p.m. Council Member Joyce Laudenschlager seconded, the motion carried unanimously.

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

RECONVENE TO REGULAR SESSION FOR POSSIBLE ACTION: Council Member Danny Lester made a motion to reconvene to Regular Session at 7:47 p.m. Council Member Tres Clinton seconded, the motion carried unanimously.

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: Council Member Paul Farmer moved to issue a vote of confidence pertaining to City Manager, David Vaughn and to proceed as discussed in Executive Session. Council Member Danny Lester seconded, the motion carried unanimously.

REQUESTS FROM COUNCIL FOR FUTURE REPORTS: None.

ADJOURN: There being no further business a motion to adjourn was made by Council Member Danny Lester at 7:48 p.m., seconded by Council Member Joyce Laudenschlager. The motion carried unanimously.

ATTEST:

Crista Goble Bromley, Mayor

Kelly Dix, City Secretary



Development Services

ITEM 3.1

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

Agenda Item Brief

Meeting Date: May 8, 2018

Agenda Item: Public Hearing: The City Council will conduct a public hearing regarding a request to rezone Lot 1, Block 2 (1.409 acres); Burnet Industrial Park and Lot 2, Block 2, Burnet Industrial Park which is further described as being in the 400 Block of Industrial Boulevard, from its present zoning designation of Single Family Residential – District R-1, to a designation of Medium Commercial – District C-2:
M. Lewis

Background: On May 7, 2018, the Planning and Zoning Commission conducted a public hearing and regular meeting regarding the zone change request referenced above. The Commission recommendation regarding this matter will be presented to City Council at its May 8, 2018 meeting.

The property in question is located in the 400 Block of Industrial Boulevard and consists of two tracts. Both tracts are undeveloped land and both are currently zoned Single-family Residential – District R-1 (See Exhibit A and Exhibit B). The property owner submitted a request to have both tracts zoned Medium Commercial – District C-2.

Information: The key factors relating to this request are its location and surroundings. Specifically, the property is located in the Burnet Industrial Park. In general, an industrial park is an area zoned and planned for the purpose of industrial and commercial development.

A hospital and manufacturing facility are located to the west of this property. To the north, the property shares a common property line with an existing tract zoned Medium Commercial – District C-2. To the south, the property shares a common property line with an existing tract zoned Light Commercial – District C-1. To the east, the property shares a common property line with the railroad.

Planning principles support equal treatment of similarly situated properties. The subject property's location makes it highly suitable for Medium Commercial – District C-2.

The City's Future Land Use Plan (FLUP) shows the property to be located in an area intended for industrial and governmental development. The requested zoning is consistent with FLUP land use intent (See Exhibit C).

In summary, granting the requested zone change will respect the FLUP intent. It will also be consistent with the pattern of land use that already exists in the area.

Recommendation: Recommendation is provided in the action item associated with this request.

EXHIBIT A

Property Location

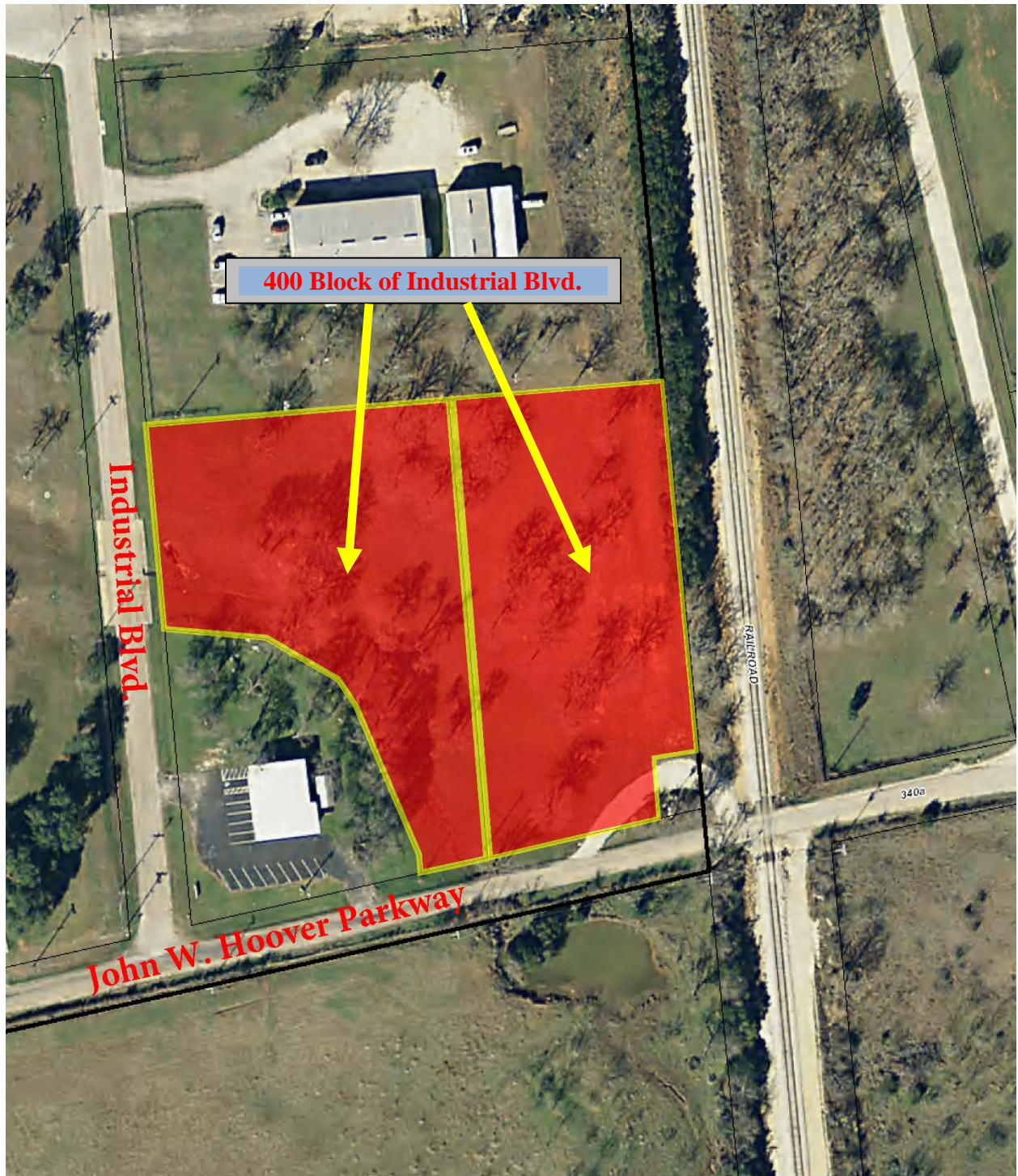


EXHIBIT B
Zoning

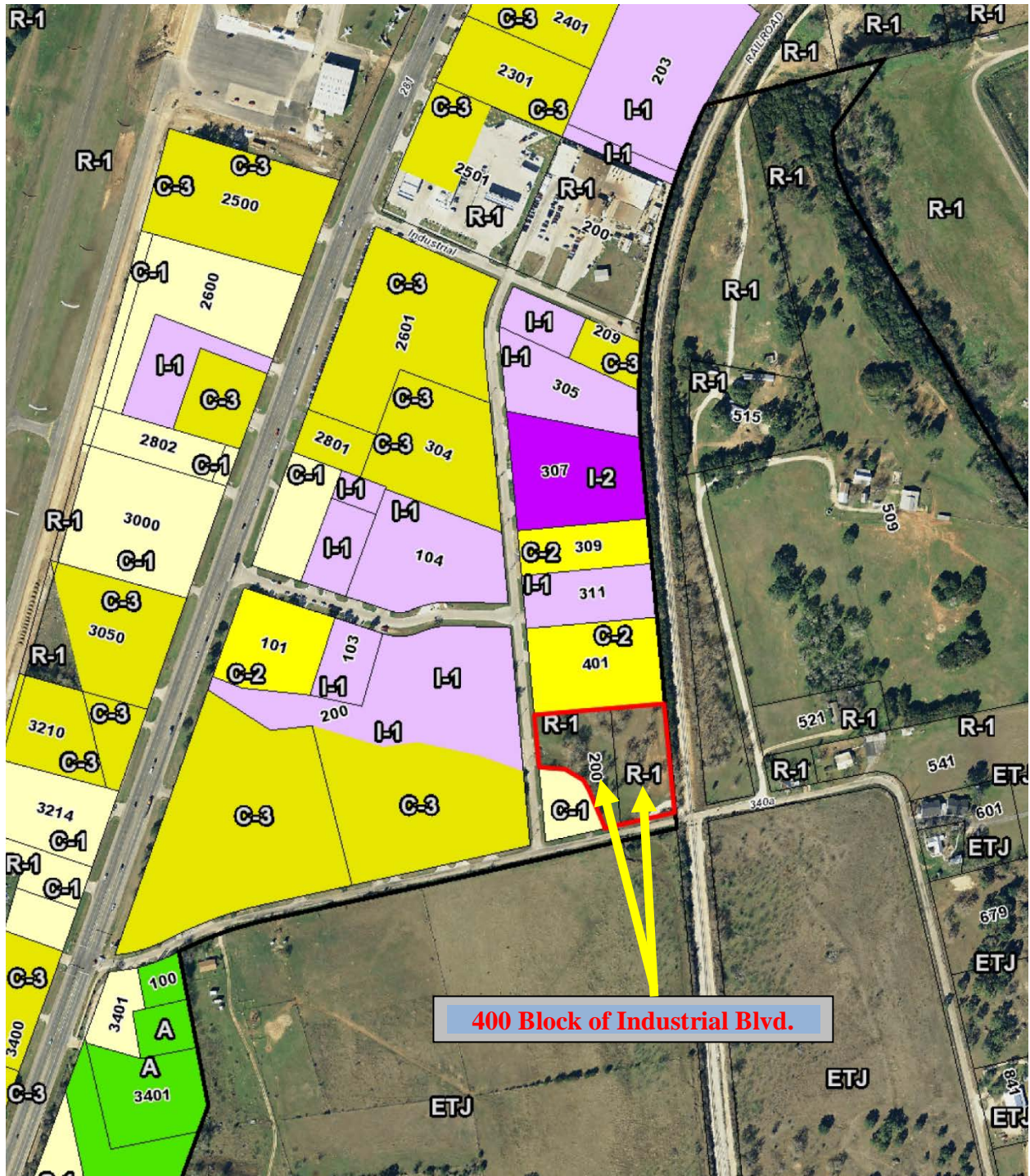
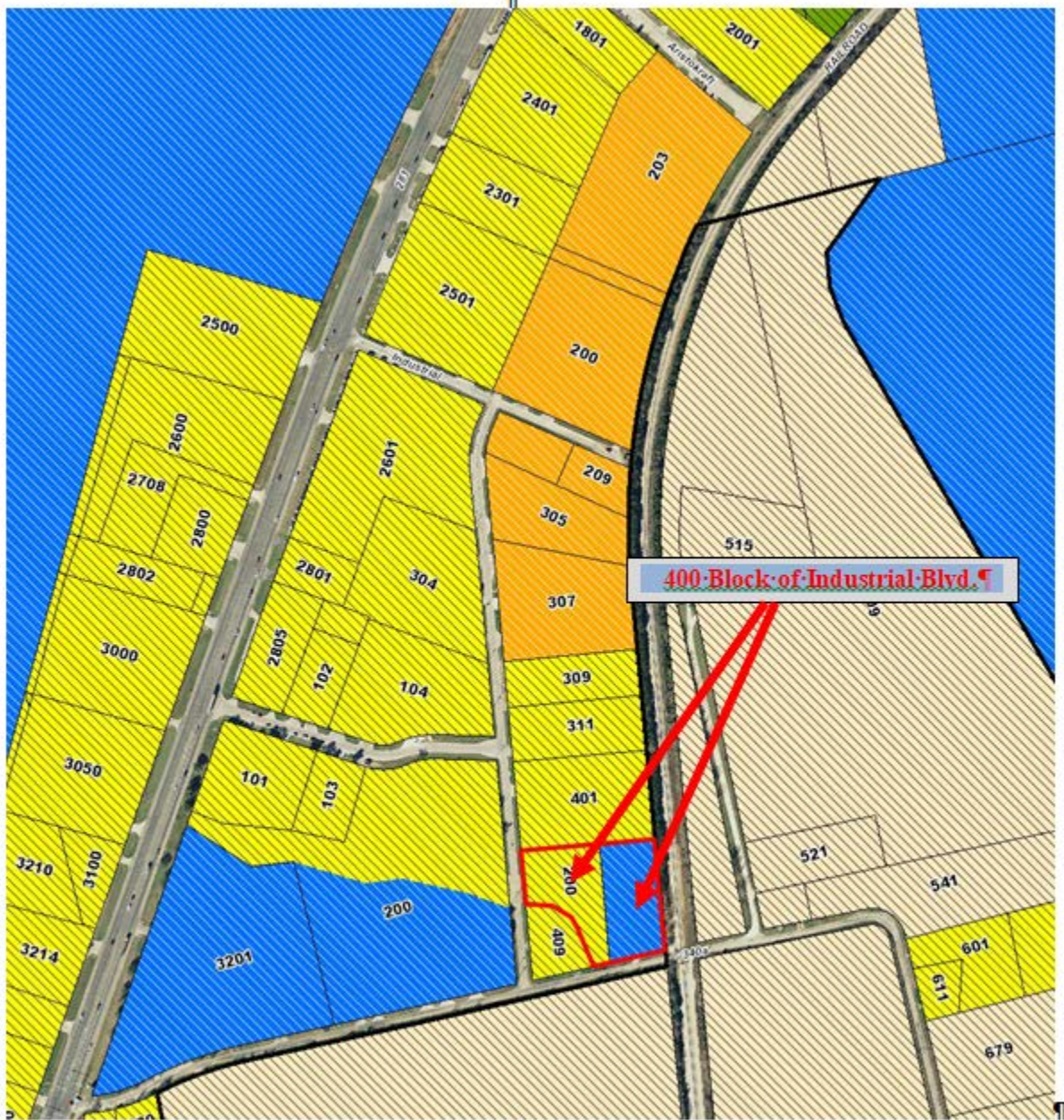


EXHIBIT C Future Land Use





Development Services

ITEM 3.2

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

Agenda Item Brief

Meeting Date: May 8, 2018

Agenda Item: Public Hearing: The City Council will conduct a public hearing regarding a request to replat lots 13-H, 13-S, 13-T, 13-U, 13-V, 13-W, 13-X, and 13-Y, of Tract 13, Oak Vista for the purpose of creating the Final Consolidation of Replats of Tract 13, Oak Vista which is further described as being comprised of approximately 20.75 acres located in the 700 block of Scenic Oaks Drive: M. Lewis

Background: On May 7, 2018, the Planning and Zoning Commission conducted a public hearing regarding the "Final Consolidation of Replats of Tract 13, Oak Vista. The Commission recommendation regarding the replat will be presented to City Council at its May 8 meeting.

Tract 13 of Oak Vista has undergone more than one minor replat in the past. Typically, these have been administrative replats that impact one or two lots. These successive replats have resulted in multiple recorded plats, each showing a fragment of the overall "Tract 13." The property owners now wish to have all of these reconfigured lots described on a single recorded document (See Exhibit B). This is the reason for the "Final Consolidation" replat being brought forward at this time.

Information: Replats are governed by Code of Ordinances section 98-25 – Short Form Final Plats and Replats. The section specifically deals with replats that do not involve vacation of previously recorded plats.

This section establishes the following requirements for the replatting of land. Each listed requirement is followed by staff commentary:

- No new public streets shall be necessary for each lot to access a public street.
 - Tract 13 lots are accessed via Patton Trail. No new street is required.

- Each of the lots is contiguous with at least one of the other lots in the subdivision for a distance of at least 50ft.
 - All Tract 13 lots are fully contiguous with the adjoining lot(s).
- No off-site improvements to the City's infrastructure are determined to be necessary by the city engineer.
 - No off-site infrastructure improvements are required to serve Tract 13.
- No off-site drainage improvements are determined to be necessary by the city engineer.
 - No off-site drainage improvements are required to serve Tract 13.

Chapter 212 of the Local Government Code adds the following additional requirements:

- [The replat] is signed and acknowledged by only the owners of the property being replatted.
 - The Tract 13 replat has been signed by all nine persons having interest in the property in question
- [The replat] is approved after a public hearing on the matter at which parties in interest and citizens have an opportunity to be heard by the municipal authority responsible for approving plats.
 - The Planning and Zoning Commission public hearing is being conducted on Monday, May 7, 2018.
 - The City Council public hearing will be conducted on Tuesday, May 8, 2018.
- [The replat] does not attempt to amend or remove any covenants or restrictions.
 - The plat does not attempt to remove any Oak Vista covenants or deed restrictions.

Based on the factors outlined above, the "Final Consolidation of Replats of Tract 13, Oak Vista" complies with applicable City and State requirements pertaining to replats without vacation of the underlying plat. The plat should be approved.

Recommendation: Approve the "Final Consolidation of Replats of Tract 13, Oak Vista."

EXHIBIT A
Property Location

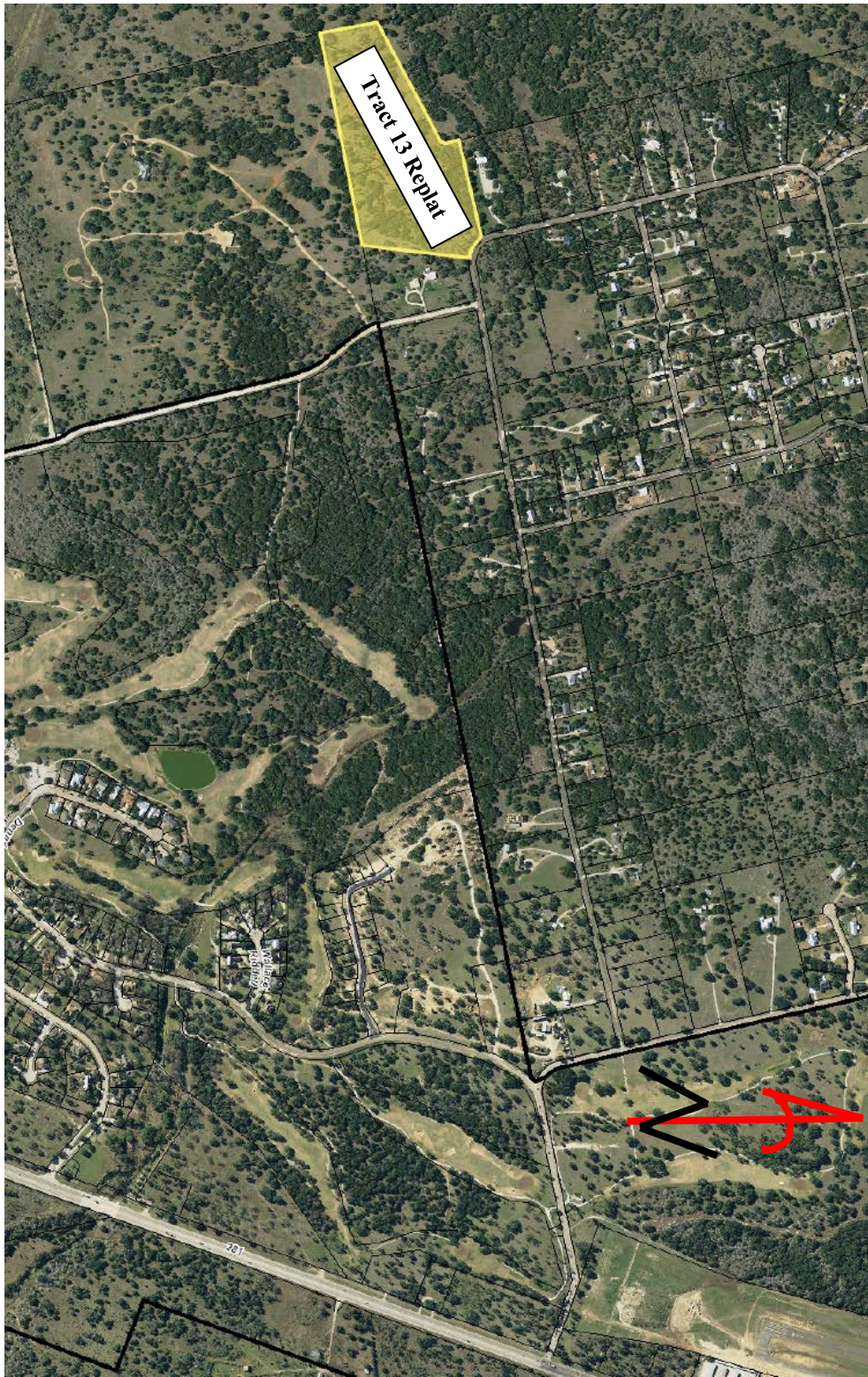


EXHIBIT B
1 of 2

[illegible]

DO NOT SIGNIFY THAT THE UNITED STATES GOVERNMENT HAS REVIEWED OR APPROVED THE CONTENTS OF THIS DOCUMENT, NOR DOES IT IMPLY ENDORSEMENT OF THE VIEWS OR OPINIONS EXPRESSED HEREIN. THE UNITED STATES GOVERNMENT DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN, NOR DOES IT MAKE ANY REPRESENTATION AS TO THE QUALITY OF ANY INFORMATION CONTAINED HEREIN. THE UNITED STATES GOVERNMENT SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING FROM, OUT OF OR IN CONNECTION WITH THE USE OF THE INFORMATION CONTAINED HEREIN.

CHARLES T. BARON, PRESIDENT, AND ANITA L. STERN, PARTNER OF AND ASSOCIATEMENT, LLC.

Robert F. Marshall
PROFESSOR R. MARSHALL

ALLEN KING

Answer Key

STATE OF TEXAS
COUNTY OF DALLAS

NOTICE: THE UNDERSIGNED HEREBY, DO AND DO PERSONALLY OWE TO THE BANK OF LITTLE LANE, GEORGETOWN, MAINE, THE SUM OF \$100.00, BEING THE BALANCE DUE TO THE FOREGOING BANK, AND THE SAME IS SUBSCRIBED TO BY THE FOREGOING UNDERSIGNED, AND SHE EXHIBITS THE RECEIPT FOR THE PAYMENT OF THE SAME, AND THE FOREGOING RECEIPT IS TRUE AND CORRECTLY SET FORTH AND IS THE PROPERTY OF THE FOREGOING BANK.

BYRON, INC. IS INDICATED AS BEING AN INDIVIDUALLY OWNED CHAIRS R. DARRIN, PRESIDENT, AND ALLEN, VICE PRESIDENT. EVIDENCE OF ANY ASSET ALLOCATION, LTD. POWER TO BE TO BE THE FEDERAL INCOME TAX IS SUBMITTED TO THE FORTRESS WITHIN AND ADVERTISED THAT HE CIRCLES THE NAME FROM THE COMPANY AND CONSTRUCTION WITH EMPLOYED AND IN THE CAPACITY OF THE STATE.

DATE WHEN WE MADE AND SIGNED OFF ON THIS 12th DAY OF April 2018

Quanda Jones, Treasurer

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

NOTING AL. THE UNRECORDED ALIENATION, ON THIS DAY PERSONALLY APPEARING ROBERT A. HARRIS AND SHARON A. HARRIS, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION HEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

DATE SIGNED BY NAME AND TITLE OF OFFICIAL SIGN: David L. Hays DATE: April 2018
 RECEIPT FURNISH BY MAIL FROM THE STATE OF TEXAS

OTHER AGENCIES ARE USED AND TOTAL OF OFFICE TIME 12 DAY OF April 22 2018.

4. THE UNDERSIGNED, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT OF 79.94 ACRES (CONSIDERED AS 80 ACRES) OF TRACT 13, OWNED BY AND PARCELED FROM AN ACTUAL SURVEY MADE ON THE GOOD FAITH OF SURVEYORSHIP AND THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID AS 80 ACRES PLAT COMPONENT PARTS ON THE GROUND.

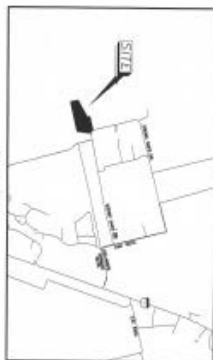
WITNESS MY HAND AND OFFICIAL SEAL THIS 28th DAY OF _____, 2007.

DAVID L. STARR / LEASE R.P.C.B. NO. 0452



**FINAL CONSOLIDATION OF
REPLATS OF TRACT 13, OAK VISTA**
BEING AN AMENDED REPLAT OF LOT NOS. 13-A, 13-B, 13-C, 13-D, 13-E, 13-F, 13-G, 13-H,
13-I, 13-J OF TRACT 13, OAK VISTA, CITY OF BURRNET, BURNETT COUNTY, TEXAS

COUNTY SEAL AND FILING INFORMATION



UPLIN ASSOCIATES INC.
LAND SURVEYING & PLANNING

276 MATHS BOOK

THESE RESULTS WERE OBTAINED FROM A STUDY OF THE EFFECTS OF THE PRESENCE OF A SINGLE CELL ON THE GROWTH OF A SINGLE CELL IN A FLUID MEDIUM. THE STUDY WAS CONDUCTED IN A FLUID MEDIUM, AND THE RESULTS WERE OBTAINED FROM A STUDY OF THE EFFECTS OF THE PRESENCE OF A SINGLE CELL ON THE GROWTH OF A SINGLE CELL IN A FLUID MEDIUM.

MITCHELL BOOKS, GENERAL WHOLESALE

DEVELOPMENT SERVICES, CITY OF MOBILE, ALA.

IT IS ORDERED ON THE _____ DAY OF _____, 2018, AND IT FURTHER BE ORDERED BY SUCH CONNECTION TO THE CITY COUNCIL OF BURLINGTON, VERMONT, THAT THE COMMISSIONER OF REVENUE SHALL BE REQUIRED TO REPORT TO THE CITY COUNCIL OF BURLINGTON, VERMONT, THE RESULTS OF HIS REVIEW OF THE CITY'S FINANCIAL STATEMENTS FOR THE YEAR ENDING DECEMBER 31, 2017.

Does Literacy, Reading a Story (Transition Teacher)

[illegible]

MOLY CORP. (NYSE:MOB)

CRISTINA BOCCALINI, *University of Turin*

GENERAL NOTES

- [illegible]

| | | | |
|---|--|---|--|
| PROJECT NO. 1041 PROJECT NAME: PROJECT AREA OF LOT 13 CITY AND COUNTY PROJECT LOCATION PROJECTED PROJECT COST PROJECTED DATE OF COMPLETION | | 1000 KILBY LANE MOBILE, AL 36688 PROJECTED PROJECT COST PROJECTED DATE OF COMPLETION | |
| SCALE: 1" = 100' | | 1" = 100' | |
| DATE: _____ REVISIONS: _____ | | DATE: _____ REVISIONS: _____ | |

UPLIN ASSOCIATES INC.
LARD SUBSTITUTES & PLANNERS





Development Services

ITEM 4.1

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

Agenda Item Brief

| | |
|------------------------|--|
| Meeting Date: | May 8, 2018 |
| Agenda Item: | Discuss and Consider Action: FIRST READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 BY ASSIGNING MEDIUM COMMERCIAL – DISTRICT C-2 ZONING TO LOT 1, SECTION 2 (1.409 ACRES) BURNET INDUSTRIAL PARK AND LOT 2, BLOCK 2, BURNET INDUSTRIAL PARK WHICH IS FURTHER DESCRIBED AS BEING IN THE 400 BLOCK OF INDUSTRIAL BOULEVARD; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: M. Lewis |
| Background: | The attached ordinance, if approved by City Council, will assign Medium Commercial – District C-2 zoning to the property described in the above caption. |
| Information: | All necessary precursor actions in the zoning process, including public notice, Planning and Zoning Commission public hearing, and City Council public hearing have been completed. It is appropriate that Council take action on the zone change ordinance at this time. |
| Fiscal Impact: | None |
| Recommendation: | Approve the first reading of Ordinance 2018-09 as presented. |

ORDINANCE NO. 2018-09

AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 BY ASSIGNING MEDIUM COMMERCIAL – DISTRICT C-2 ZONING TO LOT 1, BLOCK 2 (1.409 ACRES) BURNET INDUSTRIAL PARK AND LOT 2, BLOCK 2, BURNET INDUSTRIAL PARK WHICH IS FURTHER DESCRIBED AS BEING IN THE 400 BLOCK OF INDUSTRIAL BOULEVARD; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, The Planning and Zoning Commission of the City of Burnet, on May 7, 2018, did conduct a public hearing for the purpose of taking public comment regarding the proposal to assign Medium Commercial – District C-2 zoning to Lot 1, Block 2 (1.409 acres); Burnet Industrial Park and Lot 2, Block 2, Burnet Industrial Park which is further described as being in the 400 Block of Industrial Boulevard; and

WHEREAS, The City Council of the City of Burnet, on May 8, 2018 did conduct its own public hearing for the purpose of taking public comment regarding the proposal to assign Medium Commercial – District C-2 zoning to that same Lot 1, Block 2 (1.409 acres); Burnet Industrial Park and Lot 2, Block 2, Burnet Industrial Park; and

WHEREAS, The City Council, based on due consideration of the Planning and Zoning Commission recommendation as well as its own deliberations did determine that assigning Medium Commercial – District C-2 zoning to Lot 1, Block 2 (1.409 acres); Burnet Industrial Park and Lot 2, Block 2, Burnet Industrial Park to be consistent with the City of Burnet Future Land Use Plan, consistent with development patterns in the surrounding area and consistent with the best public interest of the City;

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

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

Section 2. Zoning Changed. Lot 1, Block 2 (1.409 acres); Burnet Industrial Park and Lot 2, Block 2, Burnet Industrial Park is hereby assigned a zoning designation of Medium Commercial – District C-2.

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

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

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

Section 6. 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 Meeting Act, Chapter. 551, Loc. Gov't. Code.

PASSED AND APPROVED on First Reading this 8th day of May 2018.

FINALLY PASSED AND APPROVED on this 22nd day of May, 2018.

CITY OF BURNET, TEXAS

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary



Development Services

ITEM 4.2

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

Agenda Item Brief

| | |
|------------------------|---|
| Meeting Date: | May 8, 2018 |
| Agenda Item: | Discuss and consider action: City Council will discuss and consider action regarding a request to replat lots 13-H, 13-S, 13-T, 13-U, 13-V, 13-W, 13-X, and 13-Y, of Tract 13, Oak Vista for the purpose of creating the Final Consolidation of Replats of Tract 13, Oak Vista which is further described as being comprised of approximately 20.75 acres located in the 700 block of Scenic Oaks Drive: M. Lewis |
| Background: | The “Final Consolidation of Replats of Tract 13, Oak Vista” complies with applicable provisions of City ordinance and state law, and based on these considerations, should be approved. |
| Information: | N/A |
| Recommendation: | Approve the Final Consolidation of Tract 13, Oak Vista. |



Fire Department

ITEM 4.3

Mark Ingram
Fire Chief
(512)-756-2662
mingram@cityofburnet.com

Agenda Item Brief

| | |
|------------------------|--|
| Meeting Date: | May 8, 2018 |
| Agenda Item: | Discuss and consider action: Approve a Master Service Agreement with Change Healthcare for supplemental payment recovery assistance services: M. Ingram |
| Background: | On November 14, 2017, City Council approved staff to execute and negotiate an agreement with Change Healthcare formerly recognized as The Texas Ambulance Supplemental Payment Program. The scope of services provided by Change Healthcare is for supplemental payment recovery and assistance services for medicaid and uninsured patients that require EMS transport. |
| Information: | Change Healthcare is a Federal and State funded program for municipalities that provide EMS services. They provide compensation for lost revenue for medicaid and uninsured patients to the municipality. |
| Fiscal Impact: | Cost is \$5,500 plus 12% based on revenue collected after the transport data is submitted. This is not a budgeted item. |
| Recommendation: | Staff recommends approval of the agreement with Change Healthcare for supplemental payment recovery assistance services as presented. |

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (this “MA”) is effective the latest date in the signature block below (the “Effective Date”) between Change Healthcare Technology Enabled Services, LLC (“Service Provider”) and Burnet Fire / EMS (“Client”), consisting of the MA Terms and Conditions and all Exhibits, Schedules, and Amendments. This MA governs all the Services described on a Service Schedule that is included in this MA during the term.

Subject to the terms and conditions of this MA, Client agrees to purchase from Service Provider, and Service Provider agrees to provide Client with, the service(s) listed in the table below (individually, a “Service” and collectively, the “Services”). The description of each Service provided under this MA and any additional terms and conditions relating to such Service are set forth in the Service Schedule referenced in the table below and attached hereto.

| SERVICES | SERVICE SCHEDULE |
|---|--------------------|
| Scope of Services – Supplemental Payment Recovery Assistance Services | Service Schedule 1 |

This MA is executed by an authorized representative of each party.

BURNET FIRE / EMS

By: _____
 Printed Name: _____
 Title: _____
 Date: _____
 Tax ID: _____

**CHANGE HEALTHCARE
TECHNOLOGY ENABLED
SERVICES, LLC**

By: _____
 Printed Name: _____
 Title: _____
 Date: _____

Client:
2002 South Water
Burnet, Texas 78611
Attention: President

Service Provider:
5995 Windward Parkway
Alpharetta, Georgia 30005
Attention: President

With a copy to the General Counsel at the same address

yes ☐ invoices sent to above address
 no ☐

If no, list invoice address below:

Attention: _____

MA TERMS AND CONDITIONS**1. TERM**

- 1.1. This MA will begin on the Effective Date and continues until termination or expiration of each Schedule or amendment attached hereunder, unless earlier terminated as set forth herein.
- 1.2. Further, this MA will remain in force so long as there is an active Service Schedule(s).

2. SERVICES**2.1. Responsibilities.**

- 2.1.1. Service Provider will perform the Services set forth in the applicable Service Schedule 1 on behalf of Client.
- 2.1.2. Service Provider agrees to perform the Services in accordance with all material applicable laws, rules and regulations.

2.2. Operating Procedures.

- 2.2.1. Client acknowledges (i) that the Services or obligations of Service Provider hereunder may be dependent on Client providing data, information, or assistance to Service Provider from time-to-time (collectively, "Cooperation"); and (ii) that such Cooperation may be essential to the performance of the Services by Service Provider. The parties agree that any delay or failure by Service Provider to provide the Services hereunder which is caused by Client's failure to provide timely Cooperation, as reasonably requested by Service Provider, shall not be deemed a breach of Service Provider's performance obligations under this MA.
- 2.2.2. Client acknowledges that Service Provider has every incentive to perform the Services in a timely and proficient manner, but the timing and amount of collections generated by the Services are subject to numerous variables beyond Service Provider's control. Therefore, Client hereby acknowledges that such variables are specifically excluded from Service Provider's liability under this MA.
- 2.2.3. Service Provider will be the sole provider of the Services to Client.

3. PAYMENT

- 3.1. Fees. Client will pay all fees in accordance with this Section and Schedule 1 attached hereto.
- 3.2. Invoicing Terms. Beginning on the Commencement Date (as defined in each Service Schedule), Client will pay all fees and other charges in U.S. dollars within 30 days after the invoice date.
- 3.3. Late Payments. Service Provider may charge Client interest on any overdue fees, charges, or expenses at a rate equal to the lesser of 1.5% per month or the highest rate permitted by law. Client will reimburse Service Provider for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts.
- 3.4. Suspension of the Services. Service Provider reserves the right to suspend performance of the Services (i) for nonpayment of sums owed to Service Provider that are 30 days or more past due, where such breach is not cured within ten days after notice to Client, or (ii) if such suspension is necessary to comply with applicable law or order of any governmental authority.
- 3.5. Fee Change. Either party may request a fee change in the event of a material change in legislation, Client's business or other market conditions which result in a material change in either the cost associated with Service Provider's provision of the Services or Service Provider's anticipated revenues under this MA. In addition, Service Provider may request a fee change in the event (i) Client fails to disclose to Service Provider information relating to Client, which information, if disclosed prior to the Effective Date, would have led Service Provider to propose a higher fee or (ii) any of the information provided by Client to Service Provider upon which the assumptions set forth in any applicable Service Schedule are based, is or becomes inaccurate. In the event either party requests a change in the Fee, the requesting party will provide the non-requesting party with ninety (90) days' prior written notice (the "Notice Period") of the requested change (the "Notice") and such fee change will be effective at the end of the Notice Period. If the non-requesting party provides the requesting party written notice during any such Notice Period

that any such fee change request is unacceptable to the non-requesting party, this MA will terminate at the end of the Notice Period.

4. GENERAL TERMS

4.1. Confidentiality and Proprietary Rights.

- 4.1.1. Use and Disclosure of Confidential Information. Each party may disclose to the other party confidential information. Except as expressly permitted by this MA, neither party will: (i) disclose the other party's confidential information except (a) to its employees or contractors who have a need to know and are bound by confidentiality terms no less restrictive than those contained in this MA, or (b) to the extent required by law following prompt notice of such obligation to the other party, or (ii) use the other party's confidential information for any purpose other than performing its obligations under this MA. Client will not disclose nor cause its employees, agents and representatives to disclose to anyone Service Provider's business practices, trade secrets or Confidential Information, except as legally required. Each party will use all reasonable care in handling and securing the other party's confidential information and will employ all security measures used for its own proprietary information of similar nature. Notwithstanding the foregoing, Client agrees that Service Provider may de-identify Client information consistent with the HIPAA Privacy Rule and use Client information and data from transactions received or created by Service Provider for statistical compilations or reports, research and for other purposes (the "Uses"). Such Uses shall be the sole and exclusive property of Service Provider.
- 4.1.2. Period of Confidentiality. Except as provided for in state law, the restrictions on use, disclosure and reproduction of confidential information set forth in Section 4.1, which are a "trade secret" (as that term is defined under applicable law) will be perpetual, and with respect to other confidential information such restrictions will remain in full force and effect during the term of this MA and for three years following the termination of this MA. Following the termination of this MA, each party will, upon written request, return or destroy all of the other party's tangible confidential information in its possession and will promptly certify in writing to the other party that it has done so.
- 4.1.3. Injunctive Relief. The parties agree that the breach, or threatened breach, of any provision of this Section 4.1 may cause irreparable harm without adequate remedy at law. Upon any such breach or threatened breach, the breached party will be entitled to seek injunctive relief to prevent the other party from commencing or continuing any action constituting such breach, without having to post a bond or other security and without having to prove the inadequacy of other available remedies. Nothing in this Section will limit any other remedy available to either party.
- 4.1.4. Retained Rights. Client's rights in the Services will be limited to those expressly granted in this MA. Service Provider and its suppliers reserve all intellectual property rights not expressly granted to Client. All changes, modifications, improvements or new modules made or developed with regard to the Services, whether or not (i) made or developed at Client's request, (ii) made or developed in cooperation with Client, or (iii) made or developed by Client, will be solely owned by Service Provider or its suppliers. Service Provider retains title to all material, originated or prepared for Client under this MA. Client is granted a license to use such materials in accordance with this MA. For purposes of clarification, all data used in the reports prepared by Service Provider in the performance of Services or Client, and all rights and interests therein, shall be the sole property of Client. The form of the reports, work product, including processes and templates used to prepare such reports shall be the sole property of Service Provider.

4.2. Termination.

- 4.2.1. Termination for Default. Either party may terminate this MA by providing 30 days prior written notice of termination to the other party, if the other party (i) materially breaches this MA and fails to remedy or commence reasonable efforts to remedy such breach

within 15 days, and materially cure within 45 days, after receiving notice of the breach from the terminating party, (ii) materially breaches this MA in such a way that cannot be remedied, (iii) commences dissolution proceedings or (iv) ceases to operate in the ordinary course of business.

- 4.2.2. Termination for Payment Default. Service Provider may terminate this MA immediately if Client defaults on its payment obligations under this MA and such payment default is not cured within ten days of written notice from Service Provider.
- 4.2.3. Termination Procedures. Upon the effective date of termination/expiry, Service Provider will (i) cease to perform the Services, (ii) deliver to Client, after full payment of all fees owed, the materials provided to or gathered by Service Provider for the provision of the Services, and (iii) have no further obligations to Client.
- 4.2.4. Survival of Provisions. Those provisions of this MA that, by their nature, are intended to survive termination or expiration of this MA will remain in full force and effect, including, without limitation, the following Sections of this MA: 3 (Payment), 4.1 (Confidentiality), 4.3 (Indemnification), 4.4 (Limitation of Liability), 4.5.3 (Books and Records), and 4.8 – 4.24 (Governing Law – Entire Agreement).

4.3. Limitation of Liability.

- 4.3.1. Exclusion of Damages. EXCEPT FOR THOSE SERVICES LISTED IN SERVICE SCHEDULE 1 WHICH SHALL NOT BE SUBJECT TO SUCH LIMITATION, IN NO EVENT WILL SERVICE PROVIDER BE LIABLE TO CLIENT UNDER, IN CONNECTION WITH, OR RELATED TO THIS MA FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF GOODWILL, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
- 4.3.2. Cap on Damages. EXCEPT FOR THOSE SERVICES LISTED IN SERVICE SCHEDULE 1 WHICH SHALL NOT BE SUBJECT TO SUCH LIMITATION, IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE IN THE AGGREGATE FOR ANY CLAIMS OR DAMAGES IN AN AMOUNT EXCEEDING THE AMOUNTS PAID BY CLIENT FOR SERVICES HEREUNDER DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING SUCH CLAIM OR DAMAGES.
- 4.3.3. Material Consideration. THE PARTIES ACKNOWLEDGE THAT THE FOREGOING LIMITATIONS IN SECTIONS 4.3.1 AND 4.3.2 ARE A MATERIAL CONDITION FOR THEIR ENTRY INTO THIS MA.

4.4. Audits.

- 4.4.1. Internal Audit by Client. Client may use its own internal resources ("Internal Auditors") to perform audits of Service Provider's accuracy and correctness of the accounting and internal controls performed and maintained by Service Provider. Service Provider will provide the Internal Auditors with information that the Internal Auditor determines to be reasonably necessary to perform and complete the audit procedures. Client agrees that an audit conducted under this section will be conducted at such times and in a manner that avoids undue disruption of Service Provider's operations.
- 4.4.2. Third-Party Audit by Client. Client may engage, at its own expense, independent, external, third-party auditors ("Third-Party Auditors") to perform audits of Service Provider's accuracy and correctness of the accounting and internal control performed and maintained by Service Provider. The Third-Party Auditors shall execute Service Provider's "Confidentiality Agreement", substantially in the form attached hereto as Exhibit A, prior to the start of the audit. Client agrees that an audit conducted under this

section will be conducted at such times and in a manner that avoids undue disruption of Service Provider's operations.

- 4.4.3. Books and Records. If required by Section 952 of the Omnibus Reconciliation Act of 1980, 42 U.S.C. Section 1395x(v)(1)(i) and (ii), for a period of four years after the Services are furnished, the parties agree to make available, upon the written request of the Secretary of Health and Human Services, the Comptroller General, or their representatives, this MA and such books, documents, and records as may be necessary to verify the nature and extent of the Services with a value or cost of \$10,000 or more over a twelve month period.

4.5. Warranties.

4.5.1. Service Provider.

- (a) Prior to the Commencement Date. Unless Service Provider provided Services prior to the Commencement Date of any Service Schedule, Client will be responsible for all matters prior to the Commencement Date.
- (b) Disclaimer of Warranties. Service Provider disclaims any warranties or representations pertaining to the timing and amount of collections generated by the Services.

4.5.2. Client.

- (a) Charges and Information. Client represents and warrants that it will forward information to Service Provider (pursuant to the applicable Service Schedule[s]) that Service Provider will need to satisfy the reporting requirements of the Texas Ambulance Supplemental Payment Program. Client agrees to monitor and to refrain from knowingly submitting false or inaccurate information documentation or records to Service Provider and to ensure that the documentation provided by Client or an agent of Client to Service Provider supports the medical services provided by Client. Client acknowledges and agrees it has an obligation to report and correct any credible evidence of deficiencies on the part of Client.

- 4.6. Exclusion from Federal Healthcare Programs. Each party warrants that it is not currently listed by a Federal agency as excluded, debarred, or otherwise ineligible for participation in any Federal health care program. Each party agrees that it will not employ, contract with, or otherwise use the services of any individual whom it knows or should have known, after reasonable inquiry, (i) has been convicted of a criminal offense related to health care (unless the individual has been reinstated to participation in Medicare and all other Federal health care programs after being excluded because of the conviction), or (ii) is currently listed by a Federal agency as excluded, debarred, or otherwise ineligible for participation in any Federal health care program. Each party agrees that it will immediately notify the other in the event that it, or any person in its employ, has been excluded, debarred, or has otherwise become ineligible for participation in any Federal health care program. Each party agrees to continue to make reasonable inquiry regarding the status of its employees and independent contractors on a regular basis by reviewing the General Services Administration's List of Parties Excluded from Federal Programs and the HHS/OIG List of Excluded Individuals/Entities.

- 4.7. Governing Law. This MA is governed by and will be construed in accordance with the laws of the State of Texas, exclusive of its rules governing choice of law and conflict of laws and any version of the Uniform Commercial Code.

- 4.8. Claims Period. Any action relating to this MA and any claim for damages, including, but not limited to, a claim for recurring damages arising out of the same cause or event, must be commenced within six months after the date upon which the cause of action occurred.

- 4.9. Assignment and Subcontracts. Neither party will assign this MA without the prior written consent of the other party, which will not be unreasonably withheld, delayed or conditioned. Service Provider may, upon notice to Client, assign this MA to any affiliate or to any entity resulting from

the transfer of all or substantially all of Service Provider's assets or capital stock or from any other corporate reorganization. Service Provider may subcontract its obligations under this MA.

- 4.10. Severability. If any part of a provision of this MA is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this MA will not be affected.
- 4.11. Notices. All notices relating to the parties' legal rights and remedies under this MA will be provided in writing and will reference this MA. Such notices will be deemed given if sent by: (i) postage prepaid registered or certified U.S. Post mail, then five working days after sending; or (ii) commercial courier, then at the time of receipt confirmed by the recipient to the courier on delivery. All notices to a party will be sent to its address set forth on the cover page hereto, or to such other address as may be designated by that party by notice to the sending party.
- 4.12. Waiver. Failure to exercise or enforce any right under this MA will not act as a waiver of such right.
- 4.13. Force Majeure. Except for the obligation to pay money, a party will not be liable to the other party for any failure or delay caused in whole or in material part to any cause beyond its sole control, including but not limited to fire, accident, labor, dispute or unrest, flood, riot, war, rebellion, insurrection, sabotage, terrorism, transportation delays, shortage of raw materials, energy, or machinery, acts of God or of the civil or military authorities of a state or nation, or the inability, due to the aforementioned causes, to obtain necessary labor or facilities.
- 4.14. Amendment. This MA may be modified, or any rights under it waived, only by a written document executed by the authorized representatives of both parties. To avoid doubt, this MA may not be amended via electronic mail or other electronic messaging service.
- 4.15. No Third-Party Beneficiaries. Except as specifically set forth in a Service Schedule, nothing in this MA will confer any right, remedy, or obligation upon anyone other than Client and Service Provider.
- 4.16. Relationship of Parties. Each party is an independent contractor of the other party. This MA will not be construed as constituting a relationship of employment, agency, partnership, joint venture or any other form of legal association. Neither party has any power to bind the other party or to assume or to create any obligation or responsibility on behalf of the other party or in the other party's name.
- 4.17. Non-solicitation of Employees. During the term of this MA and for a period of 12 months following the termination of this MA, each party agrees not to employ, contract with for services, solicit for employment on its own behalf or on behalf of any third party, or have ownership in any entity which employs or solicits for employment, any individual who (i) was an employee of the other or its parent, affiliates or subsidiaries at any time during the preceding 12 months and (ii) was materially involved in the provision or receipt of the Services hereunder without the prior written consent of the other party. Notwithstanding the foregoing, upon any termination of this MA, Client may rehire any individual who was employed by Client on the Effective Date, and who was hired by Service Provider on or after such date. Each party agrees that the other party does not have an adequate remedy at law to protect its rights under this Section and agrees that the non-defaulting party will have the right to injunctive relief from any violation or threatened violation of this Section.
- 4.18. Publicity. The parties may publicly announce that they have entered into this MA and describe their relationship in general terms, excluding financial terms. The parties will not make any other public announcement or press release regarding this MA or any activities performed hereunder without the prior written consent of the other party.
- 4.19. Construction of this MA. This MA will not be presumptively construed for or against either party. Section titles are for convenience only. As used in this MA, "will" means "shall," and "include" means "includes without limitation." The parties may execute this MA in one or more counterparts, each of which will be deemed an original and one and the same instrument.

- 4.20. Conflict Between MA and Schedules. In the event of any conflict or inconsistency in the interpretation of this MA (including its Service Schedules and all Amendments executed hereunder), such conflict or inconsistency will be resolved by giving precedence according to the following order: (a) the Amendment, (b) the Service Schedule, (c) the MA Terms and Conditions and Exhibits, (d) documents incorporated by reference.
- 4.21. Section Headings. The Section headings used herein are for convenience only and shall not be used in the interpretation of this MA.
- 4.22. Authority. Service Provider and Client represent and warrant that they have the full power and authority to enter into this MA, that there are no restrictions or limitations on their ability to perform this MA, and that the person executing this MA has the full power and authority to do so.
- 4.23. Entire Agreement. This MA, including Service Schedules, Exhibits, Amendments, and documents incorporated by reference, is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing all prior agreements, communications, and understandings (written and oral) regarding its subject matter.

**EXHIBIT A
CONFIDENTIALITY AGREEMENT**

Service Provider and Burnet Fire / EMS ("Client") have entered into an agreement whereby Service Provider provides certain services (the "Services") to Client (the "Master Services Agreement"). Client has entered into a contractual relationship with _____ ***[insert name of person/entity performing the audit]*** ("Recipient") and instructs Service Provider to allow Recipient to review certain information in Service Provider's possession regarding Client's business and accounts receivable billing and collections performed by Service Provider ("Client Proprietary Information"). Therefore, in consideration of the mutual covenants and conditions contained in this Confidentiality Agreement (the "Confidentiality Agreement"), Recipient and Client agree as follows:

A. During the course of Recipient's examination and review of Client Proprietary Information, Recipient may be exposed to or review certain proprietary information regarding Service Provider ("Service Provider Proprietary Information"). Service Provider Proprietary Information refers to any and all data and information relating to the business of Service Provider which has value to Service Provider and is not generally known by its competitors or the public, including, without limitation, financial information, inventions, methods, techniques, actual or potential customers and suppliers, the Master Services Agreement, Service Provider's business practices or other trade secrets or confidential information of Service Provider, all report formats, and existing and future products and computer systems and software. Recipient acknowledges and agrees that all Service Provider Proprietary Information and all physical embodiments thereof are confidential to Service Provider and are and will remain the sole and exclusive property of Service Provider. All Service Provider Proprietary Information acquired by Recipient will be kept strictly confidential and will not be disclosed to any other person or entity (including any entity affiliated with or any division of Recipient).

B. Service Provider Proprietary Information does not include information which (i) is publicly known or which becomes publicly known through no act or failure to act on the part of Recipient; (ii) is lawfully obtained by Recipient from any third party entitled to disclose such information; (iii) is in the lawful possession of Recipient prior to such information having been disclosed to Recipient by Service Provider; or (iv) is independently developed by Recipient.

C. Recipient further agrees that during Recipient's engagement by Client and for a period of one (1) year following any termination of Recipient's engagement for whatever reason, Recipient will not, directly or indirectly, on Recipient's own behalf or in the service of, or on behalf of any other individual or entity, divert, solicit or hire away, or attempt to divert, solicit or hire away, to or for any individual or entity, any person employed by Service Provider, whether or not such employee is a full-time employee, temporary employee, leased employee or independent contractor of Service Provider, whether or not such employee is employed pursuant to written agreement and whether or not such employee is employed for a determined period or at-will.

D. Recipient acknowledges that great loss and irreparable damage would be suffered by Service Provider if Recipient should breach or violate the terms of this Confidentiality Agreement. In the event Recipient breaches or violates this Confidentiality Agreement, Recipient agrees that Service Provider would not have an adequate remedy at law and, therefore, that Service Provider would be entitled to a temporary restraining order and permanent injunction to prevent a breach of any of the terms or provisions contained in this Confidentiality Agreement, in addition to any remedies that may be available at law or equity. Recipient's obligations under this Confidentiality Agreement will survive indefinitely.

E. Recipient represents and warrants that (i) it has the full power and authority to enter into this Confidentiality Agreement, and (ii) the person executing this Confidentiality Agreement has the full power and authority to do so.

IN WITNESS WHEREOF, Recipient has signed this Confidentiality Agreement as of the date below written.

RECIPIENT:

By:

Printed Name:

Title:

Date:

SAMPLE
(No Signature Required)

CLIENT:

Burnet Fire / EMS

By:

Printed Name:

Title:

Date:

SAMPLE
(No Signature Required)

SERVICE SCHEDULE 1**SCOPE OF SERVICES – SUPPLEMENTAL PAYMENT RECOVERY ASSISTANCE SERVICES**

The MA Terms and Conditions and this Service Schedule apply to all services rendered by Service Provider under this Service Schedule.

1. TERM

- 1.1. Initial Term of Schedule. The initial term of this Service Schedule is three years (the "Schedule Term") beginning May 1, 2018 (the "Commencement Date").
- 1.2. Automatic Renewal. This Service Schedule will automatically renew for one year terms unless (i) either party delivers to the other written notice of termination at least 90 days prior to the expiration of the then-current term, or (ii) as otherwise set forth in the MA.

2. SCOPE OF SERVICES

- 2.1. Scope. Service Provider will provide supplemental payment assistant services as specified below based on information provided by Client for professional ambulance services rendered by Client in accordance with the terms of the MA and this Service Schedule.
- 2.2. Responsibilities. Each party agrees to perform its respective responsibilities identified below in a timely and diligent manner. Client acknowledges and agrees that Service Provider's performance of the Services described herein is dependent upon Client's performance of its responsibilities as set forth in this Service Schedule.
 - 2.2.1. Service Provider Responsibilities. As part of the Service Provider's Supplemental Payment Assistance Services, Service Provider's responsibilities under this Service Schedule will include:
 - (a) Advising and assisting Client with enrolling in the Texas Ambulance Supplemental Payment Program;
 - (b) Assisting Client with enrolling in the Texas Ambulance Supplemental Payment Program
 - (c) Managing the program applications and required cost reports for Client in accordance with the ASPP;
 - (d) Managing the ASPP pre-cost report submittal process for Client, which may also include:
 - Developing and submitting the Provider Approval materials to the Texas Health and Human Services Commission (HHSC) on behalf of Client;
 - Receiving the Provider Approval from HHSC for Client's participation in the ASPP,
 - Developing and submitting the Cost Allocation Model and Report to HHSC on behalf of Client for review as part of the ASPP;
 - Changing and finalizing the Cost Allocation Model during HHSC's review of the Cost Allocation Model and Report, to meet HHSC's requirements to move forward with the cost report submittal.
 - (e) Assisting Client in developing cost models for EMS transports for submission to ASPP;
 - (f) Assisting Client with submitting other annual reports as may be required by the ASPP;
 - (g) Ensuring that cost report preparer(s) engaged on behalf of Client by Service Provider are certified in accordance with all applicable rules, laws and regulations; and
 - (h) Ensuring that it utilizes separate staff for all billing and cost report preparation services provided to Client.

- 2.2.2. Client Responsibilities. Client acknowledges and understands that inaccurate or false data submissions, even advertent ones, can lead to a false claim charge or Medicaid program exclusion. Therefore, Client agrees that it will use best efforts to:
- (a) Ensure the accuracy of all cost report data provided by Client to Service Provider and provide written certification of the accuracy of such data to Service Provider and all applicable governmental agencies;
 - (b) Make its internal practices, books and records relating to all cost report data provided to Service Provider by Client available to Service Provider to ensure the accuracy of all such data;
 - (c) Comply with Service Provider policies and procedures for the documentation of all cost report data as established and provided to Client by Service Provider from time to time; and
 - (d) Provide Service Provider with the following as part of Client's request for Supplemental Payment:
 - An organizational chart of Client's agency;
 - An organizational chart of Client's ambulance department;
 - Identification of the specific geographic service area covered by Client's ambulance department;
 - Copies of job descriptions for all staff employed within Client's ambulance department and an estimated percentage of time spent working for Client's ambulance department and for other departments of Client's agency;
 - Primary contact person for Client's agency; and
 - A signed letter documenting the governmental provider's voluntary contribution of non-federal funds.

3. SERVICE FEES

- 3.1. For Supplemental Payment Recovery Assistance Services rendered under Section 2 in Service Schedule 1 directly above, Client will pay Service Provider a service fee equal to 12.0%* of the Supplemental Payments recovered by Service Provider on behalf of Client, in accordance with Section 3 of the MA, entitled "Payment." Supplemental Payments shall include any payments from Texas Medicaid to Client related to the Texas Ambulance Supplemental Payment Program.
- * In the event that charging a percentage of payments recovered for the Services described herein is determined to be out of compliance with federal or state laws or regulations, Service Provider may amend the MA to set forth a different payment arrangement. The parties acknowledge and agree that such amendment does not waive the obligation to pay determined fees.
- 3.2. In addition to the 12.0% service fee due by Client to Service Provider under this Schedule Client will pay Service Provider a one-time, upfront fee of \$5,500.00 ("Setup Fee") for completion of the pre-cost report submittal requirements necessary for Client's participation in the Texas Ambulance Supplemental Payment Program. The Setup Fee will be due upon Client's execution of this MA.
- 3.3. All service fees are exclusive of all federal, state and local taxes, including sales taxes, assessed on or due in respect of any Services performed by Service Provider under this MA, for which taxes Client shall be solely responsible. Client shall reimburse Service Provider for all those costs and expenses of Client paid by Service Provider or any subsidiary or affiliate of Service Provider on behalf of Client in connection with the provision of Services hereunder.
- 3.4. There will be a charge to the Client for requests, including but not limited to, requests for special programming and non-standard reports. The cost for such requests will be determined on an individual basis and shall be reimbursed in accordance with Section 3 of the MA and this Service Schedule.

- 3.5. Client acknowledges and agrees that Service Provider shall be entitled to receive service fees for Services provided by Service Provider under this MA even after expiration or earlier termination of this MA provided that Service Provider provided such services on or before the date of expiration or termination of this MA.



City Manager

ITEM 4.4

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

Agenda Item Brief

Meeting Date: May 8, 2018

Agenda Item: Discuss and consider action: Authorize the waiver of permit fees for the Badger Building Project: D. Vaughn

Background:

Information: Staff is requesting authorization to waive building permit fees for the Badger Building Project, which have been estimated at approximately \$1,500. If approved, the BEDC would still be required to pay tap fees, impact fees, line extension fees, and other project related costs.

Fiscal Impact:

Recommendation: Staff recommends a motion to waive building permit fees for the Badger Building Project.



City Manager

ITEM 4.5

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

Agenda Item Brief

Meeting Date: May 8, 2018

Agenda Item: Discuss and consider action: A RESOLUTION BY THE CITY OF BURNET, TEXAS RESTRICTING THE USE OF CERTAIN FUNDS FOR CAPITAL PROJECTS AND AUTHORIZING THE USE OF SUCH FUNDS FOR PROJECT F, SELECTED FULL LENGTH REHABILITATION PROJECT: D. Vaughn

Background:

Information: If adopted, the attached resolution would authorize the transfer of \$250,000 from operating cash to the capital reserve fund. Additionally, the resolution authorizes the use of the capital reserve funds to fund expenses related to Project F, selected full length rehabilitation project. The funds are anticipated to be reimbursed upon the issuance of future debt.

Fiscal Impact: As described above.

Recommendation: Staff recommends approval of Resolution 2018-06 as presented.

RESOLUTION NO. R2018-06

A RESOLUTION BY THE CITY OF BURNET, TEXAS RESTRICTING THE USE OF CERTAIN FUNDS FOR CAPITAL PROJECTS AND AUTHORIZING THE USE OF SUCH FUNDS FOR PROJECT F, SELECTED FULL LENGTH REHABILITATION PROJECT.

Whereas, the City Council of the City of Burnet (the "City Council") has formally approved a separate Investment Policy for the City of Burnet (the "City") that meets the requirements of the Public Funds Investment Act (PFIA), Section 2256 of the Texas Local Government Code; and

Whereas, the Investment Policy complies with the Public Funds Investment Act and authorizes the investment of city funds in safe and prudent investments; and

Whereas, the City Council previously approved resolution 2016-20 restricting One Million Dollars (\$1,000,000) for the purpose of capital projects; and

Whereas, the City Council desires to restrict additional funds, thereby increasing capital reserves; and

Whereas, the City Council previously approved a contract for sewer line repairs that was anticipated to be funded by loan proceeds.

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

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

Section 2. Proceedings. The City Council does hereby approve restricting an additional Two Hundred Fifty Thousand Dollars (\$250,000) for the purpose of capital projects, for a total Capital Reserve amount of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000). The City Council does hereby authorize the use of the Capital Reserve Funds for expenditures related to Project F, Selected Full Length Rehabilitation Project, as required by the Sanitary Sewer Overflow Agreement between the City of Burnet and the Texas Commission on Environmental Quality (TCEQ). The Capital Reserve Funds shall be invested in accordance with the City's investment policy and, except for expenses related to Project F, any additional expenditure of the capital reserve funds shall require further action of the City Council.

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

PASSED AND APPROVED this the 8th day of May, 2018.

CITY OF BURNET, TEXAS

ATTEST:

Crista Goble Bromley, Mayor

Kelly Dix, City Secretary



Public Works

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

Agenda Item Brief

Meeting Date: April 24, 2018

Agenda Item: Discuss and consider action: Award of Street Paving Project
Bid: G. Courtney

Background: On March 28, 2018 the City of Burnet went for bid for the street paving for John W. Hoover Parkway; Tate Street between Hill Street and Rhomberg Street; Kincheloe Street between Tate Street and Taggard Street; and Lewis Street between Tate Street and Hill Street

Information:

| Contractors | Unit Price | Total Square Yard Bid (Unit Price x Square Yards) | Overage Price per Ton |
|----------------------------------|------------|--|-----------------------|
| Angel Brothers Enterprises, Ltd. | \$ 11.10 | \$ 154,012.50 | \$ 100.00 |
| Fuquay Inc. | \$ 6.89 | \$ 95,598.75 | \$ 63.00 |
| Lone Star Paving | \$ 8.85 | \$ 122,793.75 | \$ 75.00 |
| Alpha Paving Industries LLC | \$ 9.85 | \$ 129,731.25 | \$ 85.00 |

Fiscal Impact: Contingent on Council Approval on contractor

Recommendation: Staff recommends awarding the street paving project to Fuquay Inc.



City Manager

ITEM 4.7

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

Agenda Item Brief

Meeting Date: May 8, 2018

Agenda Item: Discuss and consider action: FIRST READING OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET APPROVING A TYPE B PROJECT BY THE BURNET ECONOMIC DEVELOPMENT CORPORATION ("BEDC") FOR THE RESTORATION OF THE HISTORIC BADGER BUILDING LOCATED AT 229 S. PIERCE STREET; AND OTHER RELATED MATTERS: D. Vaughn

Background:

Information: The attached resolution is required to be adopted at two reading for authorization of the Badger Building Project.

Fiscal Impact: The cost of the project is currently estimated at up to \$2 million dollars.

Recommendation: Staff recommends approval of the first reading of Resolution R2018-07 as presented.

RESOLUTION NO: R2018-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET APPROVING A TYPE B PROJECT BY THE BURNET ECONOMIC DEVELOPMENT CORPORATION ("BEDC") FOR THE RESTORATION OF THE HISTORIC BADGER BUILDING LOCATED AT 229 S. PIERCE STREET; AND OTHER RELATED MATTERS.

WHEREAS, the Burnet Economic Development Corporation ("BEDC") Board of Directors ("Board") is authorized under the Texas Economic Development Act and other laws of the State of Texas, particularly Sec. 505.158, Texas Local Government Code, to undertake and accomplish the Project; and

WHEREAS, the Board desires to designate as a project ("Project") the expenditures of funds for the improvement, restoration and preservation of the historic Badger Building located at 229 S. Pierce Street, Burnet, Texas 78611; and

WHEREAS, pursuant to Sections 505.159 of Texas Local Government Code, the Board published notice on May 4, 2018 in a paper of general circulation and conducted a hearing on May 7, 2018 at 3:00pm at the Burnet City Council Chambers, located at 2402 South Water Street, Burnet, Texas, to invite members of the public to provide testimony and comments on the Project.

WHEREAS, the Board is authorized under the Texas Economic Development Act and other laws of the State of Texas, particularly Sec. 505.158, Texas Local Government Code, to undertake and accomplish the Project; and

WHEREAS, the Board determined the Project will promote new and/or expanded business development by initiating revitalization to the historic courthouse square; and

WHEREAS, the BEDC Board of Directors approved the Project by resolution dated May 7, 2018, and has requested approval and authorization of such Project by the City Council of the City of Burnet ("City Council"), as required by Sec. 501.073, Texas Local Government Code; and

WHEREAS, it is the desire of the City Council to approve and authorize the Project and to direct City Staff to assist the BEDC to the extent necessary to implement and accomplish the Project;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BURNET ECONOMIC DEVELOPMENT CORPORATION, THAT:

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

Section 2. Proceedings. The City Council hereby approves and authorizes the Project described as improvements and preservation of the historic Badger Building located at 229 S. Pierce Street, Burnet, Texas 78611, including the use of sales tax funds to pay the cost of the Project or for approximately \$2 million dollars in debt service on one or more series of obligations related to the Project. The City Council further directs city staff to assist the BEDC, to the extent necessary, to implement and accomplish the Project

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

First Reading on the 8th day of May, 2018

Second Reading on the 22nd day of May, 2018

ADOPTED AND APPROVED on this, the ____ day of _____, 2018.

CITY OF BURNET, TEXAS

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary



City Manager

ITEM 4.8

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

Agenda Item Brief

Meeting Date: May 8, 2018

Agenda Item: Discuss and consider action: FIRST READING OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET APPROVING A TYPE B PROJECT BY THE BURNET ECONOMIC DEVELOPMENT CORPORATION ("BEDC") FOR THE DEVELOPMENT OF A 21 ACRE BUSINESS, COMMERCIAL, AND/OR INDUSTRIAL PARK LOCATED AT 1500 POLK STREET; AND OTHER RELATED MATTERS: D. Vaughn

Background:

Information: The attached resolution is required to be adopted at two reading for authorization of the development for a twenty-one acre business, commercial, and/or industrial park 1500 Polk Street.

Fiscal Impact: To be determined.

Recommendation: Staff recommends approval of the first reading of Resolution R2018-08 as presented.

RESOLUTION NO: R2018-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET APPROVING A TYPE B PROJECT BY THE BURNET ECONOMIC DEVELOPMENT CORPORATION ("BEDC") FOR THE DEVELOPMENT OF A 21 ACRE BUSINESS, COMMERCIAL, AND/OR INDUSTRIAL PARK LOCATED AT 1500 POLK STREET; AND OTHER RELATED MATTERS.

WHEREAS, the Burnet Economic Development Corporation ("BEDC") Board of Directors ("Board") is authorized under the Texas Economic Development Act and other laws of the State of Texas, particularly Sec. 505.158, Texas Local Government Code, to undertake and accomplish the Project; and

WHEREAS, the Board desires to designate as a project ("Project") the expenditures of funds for engineering, design and construction of roadway, sidewalks, subsurface utilities, including water and wastewater, above-ground utilities, water run-off control, including detention and retention facilities, signage, landscaping, and all other improvements necessary or useful for the development of a 21 acre business, commercial, and/or industrial park that is owned by the Burnet Economic Development Corporation and is located at 1500 Polk Street, Burnet, Texas 78611; and

WHEREAS, pursuant to Sections 505.159 of Texas Local Government Code, the Board published notice on May 4, 2018 in a paper of general circulation and conducted a hearing on May 7, 2018 at 3:00pm at the Burnet City Council Chambers, located at 2402 South Water Street, Burnet, Texas, to invite members of the public to provide testimony and comments on the Project.

WHEREAS, the Board is authorized under the Texas Economic Development Act and other laws of the State of Texas, particularly Sec. 505.158, Texas Local Government Code, to undertake and accomplish the Project; and

WHEREAS, the Board determined the Project will promote new and/or expanded business development; and

WHEREAS, the BEDC Board of Directors approved the Project by resolution dated May 7, 2018, and has requested approval and authorization of such Project by the City Council of the City of Burnet ("City Council"), as required by Sec. 501.073, Texas Local Government Code; and

WHEREAS, it is the desire of the City Council to approve and authorize the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BURNET ECONOMIC DEVELOPMENT CORPORATION, THAT:

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

Section 2. Proceedings. The City Council hereby approves and authorizes the Project described as engineering, design and construction of roadway, sidewalks, subsurface utilities, including water and wastewater, above-ground utilities, water run-off control, including detention and retention facilities, signage, landscaping, and all other improvements necessary or useful for the development of a 21 acre business, commercial, and/or industrial park to be located at 1500 Polk Street, Burnet, Texas 78611. The City Council further authorizes the use of sales tax funds to pay the cost of the project or for approximately \$2 million dollars in debt service on one or more series of obligations related to the Project.

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

First Reading on the 8th day of May, 2018

Second Reading on the 22nd day of May, 2018

ADOPTED AND APPROVED on this, the ____ day of _____, 2018.

CITY OF BURNET, TEXAS

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary



City Manager

ITEM 4.9

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

Agenda Item Brief

| | |
|------------------------|--|
| Meeting Date: | May 8, 2018 |
| Agenda Item: | Discuss and consider action: Authorization to proceed with financing for the Police Department Facility Project: D. Vaughn |
| Background: | |
| Information: | A workshop has been scheduled for 5pm prior to the council meeting to discuss the current project plan and funding. |
| Fiscal Impact: | To be discussed at the workshop. |
| Recommendation: | The PD committee recommends proceeding with issuance of financing in the amount of \$4 million dollars for the police station. |