



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 **26th day of June, 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

2. CONSENT AGENDA ITEMS:

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

2.1) Approval of the June 12, 2018 Regular Council Meeting minutes

3. PUBLIC HEARING: None.

4. ACTION ITEMS:

4.1) Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT A DEED FOR PUBLIC RIGHT-OF-WAY ACQUISITION FROM STEHLING DEVELOPMENTS L.L.C., SAID DEDICATION TO CONSIST OF A 0.90 ACRE TRACT OF LAND OUT OF THE JOHN HAMILTON SURVEY NO.1, ABSTRACT NO. 405; AND FINDING THAT THE MEETING AT WHICH THIS RESOLUTION

WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW: D. Vaughn

4.2) Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT A DEED FOR PUBLIC RIGHT-OF-WAY ACQUISITION FROM STEHLING DEVELOPMENTS L.L.C., SAID DEDICATION TO CONSIST OF A 0.97 ACRE TRACT OF LAND OUT OF THE JOHN HAMILTON SURVEY NO.1, ABSTRACT NO. 405; AND FINDING THAT THE MEETING AT WHICH THIS RESOLUTION WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW: D. Vaughn

4.3) Discuss and consider action: Proposed contract with Burnet County for 2018/2019 Election Services: K. Dix

4.4) Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, ACCEPTING PUBLIC STREET, WATER, WASTEWATER, AND ELECTRICAL IMPROVEMENTS CONSTRUCTED WITHIN THE COTTAGES AT WESTFALL SUBDIVISION AND; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW: M. Lewis

4.5) Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT BETWEEN THE BURNET ECONOMIC DEVELOPMENT CORPORATION ("BEDC") AND BAYLOR SCOTT & WHITE HEALTH FOR THE SALE OF LAND LOCATED AT 1500 POLK STREET; AND OTHER RELATED MATTERS: D. Vaughn

4.6) Discuss and consider action: Approval to make the part-time Animal Control Officer position into a full-time position: P. Nelson

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) May 2018 Financial Update Report: P. Langford

6. REQUESTS FROM COUNCIL FOR FUTURE REPORTS:

7. ADJOURN:

Dated this 22nd, day, of June, 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 June 22, 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 12th day of June, 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:

Council Members Paul Farmer, Joyce Laudenschlager, Cindia Talamantez, Mary Jane Shanes, Danny Lester

Absent Tres Clinton

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, Craig Lindholm, Deborah Parker, Ron Champion, Doug Fipps, Mr. & Mrs. Ford, Randy Hartford, Savanna Gregg, Glenda Thomas, Pat Starr, Cindy Compton, Barbara Orr, Ira Orr, Ruth Long, Lorna Allison, Herb & Judy Stehling, Glen & Pam Coutes, Brenda Howell, Dan Horan, Carlos Pena, Michael Arrellano, Gerald Glen Ford III, Brandon Lovelady, Riley Smith, Kaden Delbello, Robert Lovelady, Trevor Livingston

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:

PLEDGE TO TEXAS FLAG: Boy Scout Troop #282 Capitol Area Council presented and posted the colors and led the United State Pledge and the Texas Pledge.

CITIZEN COMMENT:

Home and property owners at the Ranch at Delaware Springs: Deborah Parker of 236 Sunday Drive, the Ranch at Delaware Creek, addressed the Council and presented a petition signed by residents of the Ranch at Delaware Creek requesting Council to consider changing the zoning of C-3 to C-2 for the property located on U.S. Highway 281 that backs up to their properties.

Drainage ditch adjacent to Evergreen Street: Ruth Long: Ms. Long, 304 Evergreen, Burnet, TX, addressed the Council and shared her concerns with the upkeep of the drainage ditch behind her property that abuts the Burnet Consolidated Independent School District property. The ditch retains moisture, is over grown causing a mosquito issue for the neighborhood. Ms. Long requested the drainage ditch be maintained and issues of flooding to several homes on the street be addressed.

CONSENT AGENDA ITEMS:

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

Approval of the May 22, 2018 Regular City Council Meeting minutes

Approval of the May 29, 2018 Special Meeting Budget Retreat minutes

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

PUBLIC HEARING: None.

ACTION ITEMS:

Discuss and consider action: Approval to purchase (2) Two in car and body cameras for patrol units: P. Nelson: Council Member Joyce Laudenschlager made a motion to approve the purchase (2) Two in car and body cameras for patrol units. Council Member Cindia Talamantez seconded, the motion carried unanimously.

Discuss and consider action: Approval to execute a Notice of Decrease of City electrical load with LCRA: G. Courtney: Council Member Paul Farmer made a motion to approve the execution of a Notice of Decrease of the City electrical load with LCRA as presented. Council Member Mary Jane Shanes seconded, the motion carried unanimously.

Discuss and consider action: RESOLUTION BY THE CITY OF Burnet, TEXAS ("CITY") SUSPENDING THE EFFECTIVE DATE FOR NINETY DAYS IN CONNECTION WITH THE RATE INCREASE FILING MADE ON ABOUT ON JUNE 1, 2018 BY ATMOS ENERGY FOR ITS MIDTEX DIVISION; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE: G. Courtney: Council Member Danny Lester made a motion to approve and adopt Resolution No. R2018-13 as presented. Council Member Mary Jane Shanes seconded, the motion carried unanimously.

Discuss and consider action: Contractor selection for the Police Station Project: D. Vaughn: City Manager David Vaughn informed Council that the Police Station Project Committee completed the interviews for a construction manager for the project and recommends American Constructors. Council Member Danny Lester made a motion to approve American Constructors as the construction managers for the proposed Police Department Facility. Council Member Paul Farmer seconded, the motion carried unanimously.

Discuss and consider action: Consideration and approval of a Financing Use and Sales Tax Remittance Agreement between the City of Burnet and the Burnet Economic Development Corporation. E. Milliorn: Council Member Mary Jane Shanes made a motion to approve the Financing Use and Sales Tax Remittance Agreement between the City of Burnet and the Burnet Economic Development Corporation as presented. Council Member Cindia Talamantez seconded, the motion carried unanimously.

Discuss and consider action: A RESOLUTION OF THE CITY OF BURNET APPROVING A RESOLUTION OF THE BURNET ECONOMIC DEVELOPMENT CORPORATION WITH RESPECT TO THE ISSUANCE OF THE SALES TAX REVENUE BOND, TAXABLE SERIES 2018, AND APPROVING OTHER MATTERS RELATED THERETO: E. Milliorn: Council Member Danny Lester made a motion to approve and adopt Resolution No. R2018-14 as presented. Council Member Joyce Laudenschlager seconded, the motion carried unanimously.

Discuss and consider action: Appointment of two Commissioners to the Housing Authority of the City of Burnet: K. Dix: Council Member Paul Farmer made a motion to appoint Paula Bundrant and Fran Taylor as Commissioners on the Housing Authority Board for the City of Burnet for a term of two years, expiring in June of 2020. Council Member Mary Jane Shanes seconded, the motion carried unanimously.

Discuss and consider action: Direction from Council on the disposition of the Benevolent Fund: D. Vaughn: Council Member Danny Lester made a motion to split the remaining balance of the Benevolent Fund for disbursement to the Burnet Police Department Explorers and the Burnet Fire Department Explorers funds. Council Member Joyce Laudenschlager seconded, the motion carried unanimously.

Discuss and consider action: Approval of TxDot Aviation 2010 Capital Improvement Program remaining grant funding and designation of authorized representative: L. Baugh: Council Member

Paul Farmer made a motion to approve remaining funding of the 2010 CIP grant with TxDOT Aviation and designation of City Manager David Vaughn as the designated representative. Council Member Cindia Talamantez seconded, the motion carried unanimously.

Discuss and consider action: Approval of the 2018-2019 Routine Airport Maintenance Program (RAMP) grant with TxDOT Aviation and Designation of authorized representative: L. Baugh: Council Member Mary Jane Shanes made a motion to approve the 2018-2019 Routine Airport Maintenance Program (RAMP) grant with TxDOT Aviation and designation of Airport Manager Leslie Baugh as the appointed representative. Council Member Cindia Talamantez seconded, the motion carried unanimously.

Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT A DEED FOR PUBLIC RIGHT-OF-WAY ACQUISITION FROM STEHLING DEVELOPMENTS L.L.C., SAID DEDICATION TO CONSIST OF A 0.90 ACRE TRACT OF LAND OUT OF THE JOHN HAMILTON SURVEY NO.1, ABSTRACT NO. 405; AND FINDING THAT THE MEETING AT WHICH THIS RESOLUTION WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW. M. Lewis: Council Member Danny Lester made a motion to table this item. Council Member Joyce Laudenschlager seconded, Mayor Bromley called for a roll vote. Council Members Lester, Laudenschlager and Mayor Bromley voted in favor. Council Members Shanes, Talamantez and Farmer voted against. The vote tied, the motion failed. Mayor Bromley asked if anyone would care to speak on the topic. Ron Champion, President of the Hills of Shady Grove Property Owners Association (POA) approached the podium and addressed the Council on concerns the POA had with the passage of the resolution authorizing the acceptance of a deed for Public Right-of-Way from Stehling Developments, LLC. Mr. Champion shared the residents' concerns of the potential for change pertaining to the ingress and egress of the subdivision. The property owners would prefer the area to remain one way in and one way out. Concern for the potential decrease in property value was expressed to the Council as well. Council Member Paul Farmer made a second motion to approve and adopt Resolution R2018-15 as presented. Council Member Mary Jane Shanes seconded, Mayor Bromley called for a roll vote. Council Members Laudenschlager, Shanes and Farmer voted in favor. Council Members Talamantez, Lester and Mayor Bromley voted against. The vote tied, the motion failed.

Mayor Bromley delayed action to the next regular Council Meeting to be held on June 26, 2018.

Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT A DEED FOR PUBLIC RIGHT-OF-WAY ACQUISITION FROM STEHLING DEVELOPMENTS L.L.C., SAID DEDICATION TO CONSIST OF A 0.97 ACRE TRACT OF LAND OUT OF THE JOHN HAMILTON SURVEY NO.1, ABSTRACT NO. 405; AND FINDING THAT THE MEETING AT WHICH THIS RESOLUTION WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW. M. Lewis: Mayor Bromley delayed action to the next regular Council Meeting to be held on June 26, 2018.

REPORTS: None.

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

REQUESTS FROM COUNCIL FOR FUTURE REPORTS: None.

ADJOURN: There being no further business a motion to adjourn was made by Council Member

Paul Farmer at 7:18 p.m., seconded by Council Member Mary Jane Shanes. The motion carried unanimously.

ATTEST:

Crista Goble Bromley, Mayor

Kelly Dix, City Secretary



City Manager

ITEM 4.1

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

Agenda Item Brief

Meeting Date: June 26, 2018

Agenda Item: Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT A DEED FOR PUBLIC RIGHT-OF-WAY ACQUISITION FROM STEHLING DEVELOPMENTS L.L.C., SAID DEDICATION TO CONSIST OF A 0.90 ACRE TRACT OF LAND OUT OF THE JOHN HAMILTON SURVEY NO.1, ABSTRACT NO. 405; AND FINDING THAT THE MEETING AT WHICH THIS RESOLUTION WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW: D. Vaughn

Background: The attached resolution authorizes the City Manager to accept a deed for dedication of land as a public right-of-way. The right-of-way that will be created will connect the Woodlands and Hills of Shady Grove subdivisions. Accepting the right-of-way dedication does not obligate the City to build a road within the right-of-way.

Information: Woodlands and Hills of Shady Grove are existing subdivisions each of which contains over thirty dwelling units. Each subdivision has its own single-point of access.

Under the terms of the International Fire Code and the City's Subdivision regulations, each of the subdivisions should have a minimum of two points of access.

The land being offered for public right-of-way will connect the two subdivisions and thereby create the necessary second means of access for each.

Accepting the dedication does not obligate the City to build a road within the right-of-way. It merely ensures the right-of-way needed for access will exist.

The connecting road will be constructed as property between the two subdivisions develops. Construction of the road will be a developer responsibility.

Fiscal Impact:

None.

Recommendation:

Authorize the City Manager to accept the deed dedicating the described property as public rights-of-way by approving Resolution R2018-15 as presented.

RESOLUTION NO. R2018-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT A DEED FOR PUBLIC RIGHT-OF-WAY ACQUISITION FROM STEHLING DEVELOPMENTS L.L.C., SAID DEDICATION TO CONSIST OF A 0.90 ACRE TRACT OF LAND OUT OF THE JOHN HAMILTON SURVEY NO.1, ABSTRACT NO. 405; AND FINDING THAT THE MEETING AT WHICH THIS RESOLUTION WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City of Burnet Code of Ordinances, Chapter 98 – Subdivision and the International Fire Code as adopted by the City both require subdivisions containing thirty or more dwelling units to be provided with at least two points of access; and

WHEREAS, the requirement to provide a minimum of two points of access for such subdivisions has been established to protect the public health, safety and general welfare; and

WHEREAS, the Woodlands and Hills of Shady Grove are existing subdivisions, each of which contains in excess of thirty dwellings while only providing a single point of access; and

WHEREAS, acceptance of the right-of-way dedication described herein will provide the code and ordinance required second means of access for Woodlands and Hills of Shady Grove subdivisions.

NOW, THEREFORE, BE IT RESOLVED 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 resolved by the City Council of the City Burnet, Texas and made a part hereof for all purposes and findings of fact.

Section 2. Acceptance of Deed. The City Council hereby directs the City Manager to accept a deed conveying to the City of Burnet, for dedication as public right-of-way, a 0.90 acre tract which is further described by a Right-of-Way Special Warranty Deed, attached hereto as Exhibit “A” and incorporated for all purposes herein. The City Council further directs the City Manager to cause said deed to be recorded in the Burnet County Deed Records.

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, *Chapter 551, Tex. Gov’t Code*.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Burnet this the 26th day of June, 2018.

CITY OF BURNET

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

EXHIBIT "A"

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.

STATE OF TEXAS

COUNTY OF BURNET

RIGHT OF WAY SPECIAL WARRANTY DEED

Date: June 12, 2018

Grantor: Stehling Developments L.L.C.

Grantor's Mailing Address: 19 Beaver Island Drive
Granite Shoals, Texas 78654

Grantee: The City of Burnet, Texas

Grantee's Mailing Address: 1001 Buchanan Drive, Suite 4
Burnet, Burnet County, Texas 78611

Property: A 0.90 acre tract of land out of the John Hamilton Survey No. 1, Abstract No. 405 in Burnet County, Texas and being all of that certain 0.10 acre tract of land and a portion of the certain 2.97 acre tract of land conveyed to Stehling Development in Document No. 201707544 of the Official Public Records of Burnet County, Texas and all of that certain 0.09 acre tract of land conveyed to Stehling Development in Document No. 201707545 of the Official Public Records of Burnet County, Texas, said 0.90 acre tract being more particularly described by a survey plat and metes and bounds description attached hereto as Exhibit "A" and incorporated for all purposes herein.

Consideration: Ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

Reservations from Conveyance:

Grantor reserves all of the oil, gas, sulfur and other minerals in and under and that may be produced from the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same.

Exceptions to Conveyance and Warranty: This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Burnet County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor, but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

(Signatures on following page)

GRANTOR:

By: _____
Herbert Stehling, President

THE STATE OF TEXAS §

COUNTY OF BURNET §

_____ This instrument was acknowledged before me, the undersigned authority, on this the
_____ day of _____, 2018, by Herbert Stehling.

NOTARY PUBLIC, STATE OF TEXAS

ACCEPTED BY GRANTEE:

CITY OF BURNET, TEXAS

By: _____
CRISTA GOBLE BROMLEY, Mayor

ATTEST:

KELLY DIX, City Secretary

THE STATE OF TEXAS §

COUNTY OF BURNET §

_____ This instrument was acknowledged before me, the undersigned authority, on this the
_____ day of _____, 2018, by Crista Goble Bromley, in her capacity as Mayor of the
City of Burnet, Texas.

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A" SURVEY

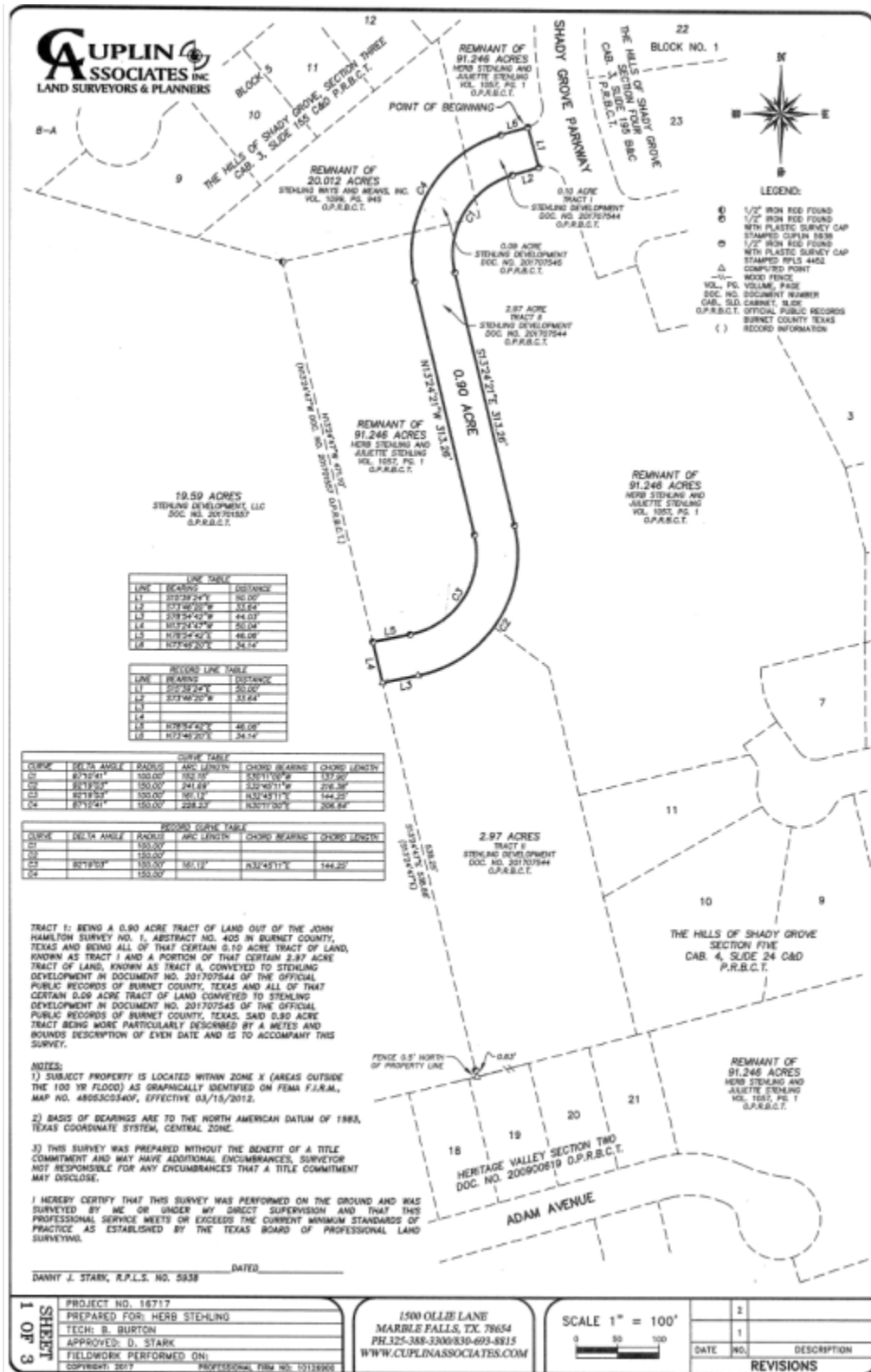


EXHIBIT "A"

METES AND BOUNDS



Prepared For: Herb Stehling
Project No.: 16717
Date: 5/10/2018

FIELD NOTES TO ACCOMPANY A SURVEY PLAT OF A 0.90 ACRE TRACT OF LAND OUT OF THE JOHN HAMILTON SURVEY NO. 1, ABSTRACT NO. 405 IN BURNET COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN 0.10 ACRE TRACT OF LAND AND A PORTION OF THAT CERTAIN 2.97 ACRE TRACT OF LAND CONVEYED TO STEHLING DEVELOPMENT IN DOCUMENT NO. 201707544 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS AND ALL OF THAT CERTAIN 0.09 ACRE TRACT OF LAND CONVEYED TO STEHLING DEVELOPMENT IN DOCUMENT NO. 201707545 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS. THE DESCRIPTION OF WHICH IS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found with plastic survey cap stamped RPLS 4452, being a P. T. of a curve in the west right-of-way line of Shady Grove Parkway, for the northeast corner of said 0.10 acre tract and the northeast corner hereof, from which a 1/2" iron rod found, for the most southerly southwest corner of that certain 20.012 acre tract of land conveyed to Stehling Ways & Means, Inc. in Volume 1099, Page 945 of the Official Public Records of Burnet County, Texas, the northeast corner of that certain 19.59 acre tract conveyed to Stehling Development, LLC in Document No. 201701557 of the Official Public Records of Burnet County, Texas and an angle point of said 91.246 acre tract bears S60°55'12"W, a distance of 339.47 feet;

THENCE S15°39'24"E with the west right-of-way line of said Shady Grove Parkway, the east line of said 0.10 acre tract and the east line hereof, a distance of **50.00 feet** to a 1/2" iron rod found with plastic survey cap stamped RPLS 4452, for the P.C. of a curve to the right, for the southeast corner of said 0.10 acre tract and a southeasterly corner hereof;

THENCE leaving the west right-of-way line of said Shady Grove Parkway with a southeasterly line of said 0.10 acre tract, a southeasterly line of said 0.09 acre tract, a southeasterly line of said 2.97 acre tract and a southeasterly line hereof, with (5) courses and distances as follows:

- (1) **S73°46'20"W**, a distance of **33.64 feet** to a 1/2" iron rod found with plastic survey cap stamped CUPLIN 5938, for the P. C. of a curve to the left, from which the radius point of said curve to the left bears S16°13'40"E, a distance of 100.00 feet;
- (2) with said curve to the left, the radius of which is **100.00 feet**, through a central angle of **87°10'41"**, an arc length of **152.15 feet**, with a chord bearing of **S30°11'00"W** and a chord length of **137.90 feet** to a 1/2" iron rod found with plastic survey cap stamped CUPLIN 5938, for the P.T. of same;
- (3) **S13°24'21"E**, a distance of **313.26 feet** to a 1/2" iron rod found with plastic survey cap stamped CUPLIN 5938, for the P. C. of a curve to the right, from which the radius point of said curve to the right bears S76°35'39"W, a distance of 150.00 feet;
- (4) with said curve to the right, the radius of which is **150.00 feet**, through a central angle of **92°19'03"**, an arc length of **241.69 feet**, with a chord bearing of **S32°45'11"W** and a chord length of **216.38 feet** to a computed point, for the P. T. of same;
- (5) **S78°54'42"W**, a distance of **44.03 feet** to a computed point in the east line of said 19.59 acre tract and the west line of said 2.97 acre tract, for the southwest corner hereof, from which a 1/2" iron rod found with plastic survey cap stamped CUPLIN 5938, in the east line of said 19.59 acre tract and the west line of said 2.97 acre tract bears S13°24'47"E, a distance of 538.88 feet;

THENCE N13°24'47"W with the east line of said 19.59 acre tract, the west line of said 2.97 acre tract and the west line hereof, a distance of **50.04 feet** to a 1/2" iron rod found with plastic survey cap stamped CUPLIN 5938, for the northwest corner of said 2.97 acre tract and a northwesterly corner hereof, from which a 1/2" iron rod found, for the most southerly southwest corner of said 20.012 acre tract, the northeast corner of said 19.59 acre tract and an angle point of said 91.246 acre tract bears N13°24'47"W, a distance of 471.10 feet;

EXHIBIT "A"

METES AND BOUNDS

THENCE leaving the east line of said 19.59 acre tract, with a northwesterly line of said 2.97 acre tract, a northwesterly line of said 0.09 acre tract, a northwesterly line of said 0.10 acre tract and a northwesterly line hereof, with (5) courses and distances as follows:

- (1) **N78°54'42"E**, a distance of **46.06 feet** to a 1/2" iron rod found with plastic survey cap stamped CUPLIN 5938, for the P. C. of a curve to the left, from which the radius point of said curve to the left bears **N11°05'18"W**, a distance of 100.00 feet;
- (2) with said curve to the left, the radius of which is **100.00 feet**, through a central angle of **92°19'03"**, an arc length of **161.12 feet**, with a chord bearing of **N32°45'11"E** and a chord length of **144.25 feet** to a 1/2" iron rod found with plastic survey cap stamped CUPLIN 5938, for the P. T. of same;
- (3) **N13°24'21"W**, a distance of **313.26 feet** to a 1/2" iron rod found with plastic survey cap stamped CUPLIN 5938, for the P. C. of a curve to the right, from which the radius point of said curve to the right bears **N76°35'39"E**, a distance of 150.00 feet;
- (4) with said curve to the right, the radius of which is **150.00 feet**, through a central angle of **87°10'41"**, an arc length of **228.23 feet**, with a chord bearing of **N30°11'00"E** and a chord length of **206.84 feet** to a 1/2" iron rod found with plastic survey cap stamped CUPLIN 5938, for the P. T. of same;
- (5) **N73°46'20"E** a distance of **34.14 feet** to the **POINT OF BEGINNING**. Containing 0.90 acres

I hereby certify that this survey was performed on the ground and was surveyed by me or under my direct supervision and that this professional service meets or exceeds the current minimum standards of practice as established by the Texas Board of Professional Land Surveying. Basis of Bearings are to Texas Coordinate System, Central Zone. A Plat of Survey of even date was prepared as is intended to accompany the above described ~~part~~ of land.



Danny J. Stark
Registered Professional Land Surveyor No. 5602

Dated: 5/10/2018





City Manager

ITEM 4.2

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

Agenda Item Brief

Meeting Date: June 26, 2018

Agenda Item: Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT A DEED FOR PUBLIC RIGHT-OF-WAY ACQUISITION FROM STEHLING DEVELOPMENTS L.L.C., SAID DEDICATION TO CONSIST OF A 0.97 ACRE TRACT OF LAND OUT OF THE JOHN HAMILTON SURVEY NO.1, ABSTRACT NO. 405; AND FINDING THAT THE MEETING AT WHICH THIS RESOLUTION WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW: D. Vaughn

Background: The attached resolution authorizes the City Manager to accept a deed for dedication of land as a public right-of-way. The right-of-way that will be created will connect the Woodlands and Hills of Shady Grove subdivisions. Accepting the right-of-way dedication does not obligate the City to build a road within the right-of-way.

Information: Woodlands and Hills of Shady Grove are existing subdivisions each of which contains over thirty dwelling units. Each subdivision has its own single-point of access.

Under the terms of the International Fire Code and the City's Subdivision regulations, each of the subdivisions should have a minimum of two points of access.

The land being offered for public right-of-way will connect the two subdivisions and thereby create the necessary second means of access for each.

Accepting the dedication does not obligate the City to build a road within the right-of-way. It merely ensures the right-of-way needed for access will exist.

The connecting road will be constructed as property between the two subdivisions develops. Construction of the road will be a developer responsibility.

Fiscal Impact:

None.

Recommendation:

Authorize the City Manager to accept the deed dedicating the described property as public rights-of-way by approving Resolution No. R2018-16 as presented.

RESOLUTION NO. R2018-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT A DEED FOR PUBLIC RIGHT-OF-WAY ACQUISITION FROM STEHLING DEVELOPMENTS L.L.C., SAID DEDICATION TO CONSIST OF 0.97 ACRE TRACT OF LAND OUT OF THE JOHN HAMILTON SURVEY NO. 1, ABSTRACT NO. 405; AND FINDING THAT THE MEETING AT WHICH THIS RESOLUTION WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City of Burnet Code of Ordinances, Chapter 98 – Subdivision and the International Fire Code as adopted by the City both require subdivisions containing thirty or more dwelling units to be provided with at least two points of access; and

WHEREAS, the requirement to provide a minimum of two points of access for such subdivisions has been established to protect the public health, safety and general welfare; and

WHEREAS, the Woodlands and Hills of Shady Grove are existing subdivisions, each of which contains in excess of thirty dwellings while only providing a single point of access; and

WHEREAS, acceptance of the right-of-way dedication described herein will provide the code and ordinance required second means of access for Woodlands and Hills of Shady Grove subdivisions.

NOW, THEREFORE, BE IT RESOLVED 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 resolved by the City Council of the City Burnet, Texas and made a part hereof for all purposes and findings of fact.

Section 2. Acceptance of Deed. The City Council hereby directs the City Manager to accept a deed conveying to the City of Burnet, for dedication as public right-of-way, a 0.97 acre tract which is further described by a Right-of-Way Special Warranty Deed, attached hereto as Exhibit “A” and incorporated for all purposes herein. The City Council further directs the City Manager to cause the deed to be recorded in the Burnet County Deed Records.

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, *Chapter 551, Tex. Gov’t Code*.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Burnet this the 26th day of June, 2018.

CITY OF BURNET

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

EXHIBIT "A"

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.

STATE OF TEXAS

COUNTY OF BURNET

RIGHT OF WAY SPECIAL WARRANTY DEED

Date: June 12, 2018

Grantor: Stehling Developments L.L.C.

Grantor's Mailing Address: 19 Beaver Island Drive
Granite Shoals, Texas 78654

Grantee: The City of Burnet, Texas

Grantee's Mailing Address: 1001 Buchanan Drive, Suite 4
Burnet, Burnet County, Texas 78611

Property: A 0.97 acre tract of land out of the John Hamilton Survey No. 1, Abstract No. 405 in Burnet County, Texas and being a portion of that certain 19.59 acre tract of land conveyed to Stehling Development in Document No. 201701557 of the Official Public Records of Burnet County, said 0.97 acre tract being more particularly described by a survey plat and metes and field notes description attached hereto as Exhibit "A" and incorporated for all purposes herein.

Consideration: Ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

Reservations from Conveyance:

Grantor reserves all of the oil, gas, sulfur and other minerals in and under and that may be produced from the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same.

Exceptions to Conveyance and Warranty: This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens

and conveyances) presently of record in the Official Public Records of Burnet County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor, but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

(Signatures on following page)

GRANTOR:

By: _____
Herbert Stehling, President

THE STATE OF TEXAS §

COUNTY OF BURNET §

_____ This instrument was acknowledged before me, the undersigned authority, on this the
_____ day of _____, 2018, by Herbert Stehling.

NOTARY PUBLIC, STATE OF TEXAS

ACCEPTED BY GRANTEE:

CITY OF BURNET, TEXAS

By: _____
CRISTA GOBLE BROMLEY, Mayor

ATTEST:

KELLY DIX, City Secretary

THE STATE OF TEXAS §

COUNTY OF BURNET §

_____ This instrument was acknowledged before me, the undersigned authority, on this the
_____ day of _____, 2018, by Crista Goble Bromley, in her capacity as Mayor of the
City of Burnet, Texas.

NOTARY PUBLIC, STATE OF TEXAS

UPLIN ASSOCIATES, INC.
LAND SURVEYORS & PLANNERS

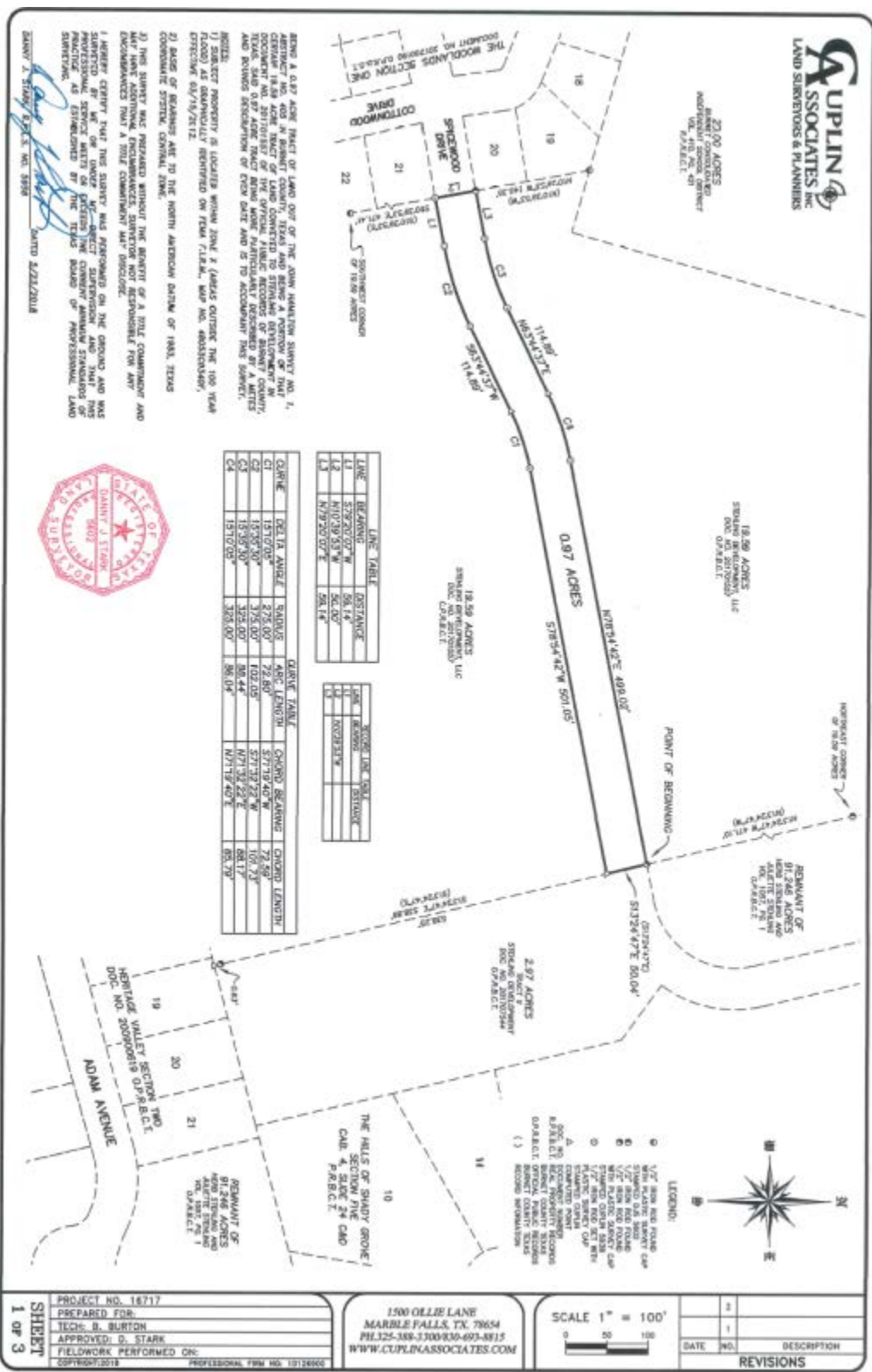


EXHIBIT "A"
METES AND BOUNDS

CUPLIN & ASSOCIATES, Inc.
land surveyors & planners

Prepared For: Herb Stehling
Project No.: 16717
Date: 5/23/2018

FIELD NOTES TO ACCOMPANY A SURVEY PLAT OF A 0.97 ACRE TRACT OF LAND OUT OF THE JOHN HAMILTON SURVEY NO. 1, ABSTRACT NO. 405 IN BURNET COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 19.59 ACRE TRACT OF LAND CONVEYED TO STEHLING DEVELOPMENT IN DOCUMENT NO. 201701557 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY. THE DESCRIPTION OF WHICH IS AS FOLLOWS:

BEGINNING 1/2" iron rod found with plastic survey cap stamped CUPLIN 5938, for the most westerly northwest corner of that certain 2.97 acre tract of land, conveyed to Stehling Development in Document No. 201707544 of the Official Public Records of Burnet County, Texas and the northeast corner hereof, from which a 1/2" iron rod found, for the most southerly southwest corner of that certain 20.012 acre tract of land conveyed to Stehling Ways & Means, Inc. in Volume 1099, Page 945 of the Official Public Records of Burnet County, Texas, the northeast corner of that said 19.59 acre and an angle point of that certain 91.246 acre tract, conveyed to Herb Stehling and Juliette Stehling in Volume 1057, Page 1 of the Official Public Records of Burnet County, Texas bears N13°24'47"W, a distance of 471.10 feet;

THENCE S13°24'47"E with the west line of said 2.97 acre tract, the east line of said 19.59 acre tract and the east line hereof, a distance of **50.04 feet** to a computed point for the southeast corner hereof, from which a 1/2" iron rod found with plastic survey cap stamped CUPLIN 5938, in the east line of said 19.59 acre tract and the west line of said 2.97 acre tract bears S13°24'47"E, a distance of 538.25 feet;

THENCE leaving the west line of said 2.97 acre tract and the east line of said 19.59 acre tract, with the south line hereof, with (5) courses and distances as follows:

- (1) **S78°54'42"W**, a distance of **501.05 feet** to a 1/2" iron rod set with plastic survey cap stamped CUPLIN, for the P. C. of a curve to the left;
- (2) [C1] with said curve to the left, the radius of which is **275.00 feet**, through a central angle of **15°10'05"**, an arc length of **72.80 feet**, with a chord bearing of **S71°19'40"W** and a chord length of **72.59 feet** to a computed point, for the P. T. of same;
- (3) **S63°44'37"W**, a distance of **114.89 feet** to a 1/2" iron rod set with plastic survey cap stamped CUPLIN, for the P. C. of a curve to the right;
- (4) [C2] with said curve to the right, the radius of which is **375.00 feet**, through a central angle of **15°35'30"**, an arc length of **102.05 feet**, with a chord bearing of **S71°32'22"W** and a chord length of **101.73 feet** to a 1/2" iron rod set with plastic survey cap stamped CUPLIN, for the P. T. of same;
- (5) [L1] **S79°20'07"W**, a distance of **59.14 feet** to a 1/2" iron rod set with plastic survey cap stamped CUPLIN, for the northeast corner of that certain Lot No. 21, as shown on the plat of The Woodlands, Section One, recorded in Document No. 201700190 of the Official Public Records of Burnet County, Texas, from which a 1/2" iron rod found with plastic cap stamped DJS 5602, for the southwest corner of said 19.59 acre tract bears S10°39'53"E, a distance of 471.41 feet;

THENCE [L2] **N10°39'53"W** with the east right-of-way line of Spicewood Drive, the west line of said 19.59 acre tract and the west line hereof, a distance of **50.00 feet** to a 1/2" iron rod found, for the southeast corner of that certain Lot No. 20 of said The Woodlands, Section One, and the northwest corner hereof, from which a 1/2" iron rod found with plastic cap stamped DJS 5602, in the south line of that certain 20.00 acre tract of land conveyed to the Burnet Consolidated Independent School District in Volume 410, Page 421 of the Real Property Records of Burnet County, Texas, at the northeast corner of Lot No. 19 of the The Woodlands, Section One, and an angle point in the west line of said 19.59 acre tract bears N10°39'53"W, a distance of 140.35 feet;

THENCE leaving the east line of The Woodlands, Section One and the west line of said 19.59 acre tract, with the north line hereof, with (5) courses and distances as follows:

1500 Ollie Lane, Marble Falls, Texas 78654
Ph: 325.388.3300 Fax: 325.388.3320 Prof. Firm No. 10126900
www.cuplinassociates.com

EXHIBIT "A"
METES AND BOUNDS

- (1) [L3] N79°20'07"E, a distance of 59.14 feet to a 1/2" iron rod set with plastic survey cap stamped CUPLIN, for the P. C. of a curve to the left;
- (2) [C3] with said curve to the left, the radius of which is 325.00 feet, through a central angle of 15°35'30", an arc length of 88.44 feet, with a chord bearing of N71°32'22"E and a chord length of 88.17 feet to a 1/2" iron rod set with plastic survey cap stamped CUPLIN, for the P. T. of same;
- (3) N63°44'37"E, a distance of 114.89 feet to a computed point, for the P. C. of a curve to the right;
- (4) [C4] with said curve to the right, the radius of which is 325.00 feet, through a central angle of 15°10'05", an arc length of 86.04 feet, with a chord bearing of N71°19'40"E and a chord length of 85.79 feet to a computed point, for the P. T. of same;
- (5) N78°54'42"E a distance of 499.02 feet to a the **POINT OF BEGINNING**. Containing 0.97 acres

I hereby certify that this survey was performed on the ground and was surveyed by me or under my direct supervision and that this professional service meets or exceeds the current minimum standards of practice as established by the Texas Board of Professional Land Surveying. Basis of Bearings are to Texas Coordinate System, Central Zone. A Plat of Survey of even date was prepared as is intended to accompany the above described tract of land.



Dated: 5/23/2018

Danny J. Stark
Registered Professional Land Surveyor No. 5602





Administration

ITEM 4.6

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

Agenda Item Brief

Meeting Date:	June 26, 2017
Agenda Item:	Discuss and consider action: Proposed contract with Burnet County for 2018/2019 Election Services: K. Dix
Background:	The shared polling locations provided by the joint election procedure with Burnet county, enables "One Stop Voting" for the citizens of Burnet County, Burnet School District and the City of Burnet. The simplicity of the "One Stop Voting" encourages citizen participation in the voting process.
Information:	The County provides a once a year contract for each of the contracting entities instead of individual contracts for each individual election. This streamlines the processes Burnet County uses with the individual entities that contract for election services. A copy of the drafted contract with Burnet County for the 2018/2019 fiscal year beginning October 1, 2018 and ending on September 30, 2019 General Election and Special Election Services has been provided for your review.
Fiscal Impact	All fees and charges will remain the same for each election held by the city for the fiscal year
Recommendation:	Staff recommends approval of the Contract for Election Services with Burnet County for the 2018/2019 Fiscal year.



THE COUNTY OF BURNET
Burnet, Texas 78611

June 12, 2018

Burnet County Local Political Subdivisions

Re: Contracts for Election Services, Joint Election Agreements, and November 2018

Dear Friends in Burnet County:

Please read the enclosed contract and joint election agreement which are effective August 2018 to July 2019 and let me know if you have questions.

Your entity may sign and return the Contract and Joint Election Agreements at any time and they will be effective for the November 2018 and/or the May 2019 elections.

If you anticipate holding a November 2018 election, please contact me for a cost estimate if you need one. The November 2018 Early voting and election day schedules are attached. I will send an email to all of you with the link for the November 2018 Election Law Calendar as soon as it is available on the Secretary of State's website.

We look forward to working with you this fall or in the spring of 2019. Please call or e-mail me your questions.

Best Regards,

A handwritten signature in black ink that reads "Doug Ferguson". The signature is written in a cursive, flowing style.

Doug Ferguson

Burnet County Elections Administrator
220 S. Pierce
Burnet, TX 78611
512-715-5288
electadmin@burnetcountytexas.org

JOINT ELECTION AGREEMENT 2018-2019

FOR BURNET COUNTY LOCAL POLITICAL SUBDIVISIONS

Whereas, the undersigned local political subdivisions, collectively referred to hereafter as the “LPSs”, each anticipate holding election(s) from August 2018 to July 2019; and

Whereas, each of the LPSs is located partially or entirely within Burnet County, Texas (the “County”); and

Whereas, the County has contracted or is contracting with each LPS to conduct and provide election services for such LPS’s election(s) from August 2018 to July 2019; and

Whereas, the LPSs all desire to enter into a joint election agreement for the purpose of sharing election equipment, costs, services of election officials, and sharing precinct polling locations and election ballots where appropriate.

NOW THEREFORE, the LPSs agree as follows:

- I. **Scope of Joint Election Agreement.** The LPSs enter this Joint Election Agreement (“Agreement”) for the conduct of the elections to be held from August 2018 through July 2019.
- II. **Appoint Election Officer.** The LPSs appoint the Burnet County Elections Administrator to serve as the Election Officer for each LPS in order to perform and supervise the duties and responsibilities of the Election Officer for any election from August 2018 through July 2019.
- III. **Early Voting Polling Locations.** The Early Voting locations for the elections will be at the main Burnet Courthouse, 220 S. Pierce, Burnet, TX 78611 and the Courthouse South Annex in Marble Falls, 810 Steve Hawkins Pkwy., Marble Falls, TX 78654. The costs incurred in connection with the Burnet Courthouse Early Voting location will be shared only by the Burnet Consolidated Independent School District, the City of Burnet, the City of Bertram, the Central Texas Groundwater Conservation District (CTGCD) and Burnet County. The costs incurred in connection with the Courthouse South Annex Early Voting location will be shared only by the Marble Falls Independent School District, the City of Marble Falls, the City of Granite Shoals, the City of Cottonwood Shores, the City of Meadowlakes, the City of Highland Haven, the City of Horseshoe Bay, the CTGCD and Burnet County.
- IV. **Election Day Polling Locations.** Election Day voting shall be held in common precincts where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of each LPS. Those will be decided within one week after the last day to order an election.
- V. **Cost Sharing.** The LPSs agree to the cost sharing provisions below. This includes Burnet County, the school districts of the county, the cities of the county, and the Central Texas Groundwater Conservation District. Other entities pay a lump sum of \$1,000 for their election.
- VI. **Effective Date.** This Agreement becomes effective upon execution by the participating LPSs.
- VII. **Amendments.** This Agreement may not be amended or modified except in writing and executed by each LPS.

COST SHARING – NOVEMBER UNIFORM ELECTION DATE

- I. The following expenses will be shared equally by all LPSs holding an election including Burnet County: the newspaper notice for the Logic and Accuracy Test of the ballots, consumable election supplies, and ballot programming.
- II. The user fees for the voting equipment, election worker payroll, and mileage payments to poll workers will follow these cost sharing arrangements:
 - a. The county will bear at least 70% of these election costs at each voting location. The remaining 30% will be shared so that 20% is paid by the Independent School District (ISD) or CTGCD associated with the polling place and the remaining 10% is paid by any/all cities equally sharing the costs. If both the ISD and CTGCD are holding elections, they each pay 10%, with any/all cities equally sharing the remaining 10%.
 - b. If there is no city election, the ISD or CTGCD associated with the polling place pays 20% or 10% each and the county the remaining 80%. Subsequently, if there is no ISD or CTGCD election, any/all cities pay 10% of the costs associated with the polling place and the county pays 90%.
 - c. If there is no city, no ISD and no CTGCD election, the county pays 100% of the costs.
- III. It is acknowledged that cost sharing expenses will fluctuate depending upon the number of required polling locations and poll workers required as General Elections, held on even-numbered years, typically require more resources than Constitutional Amendment elections, held on odd-numbered years.

COST SHARING – MAY UNIFORM ELECTION DATE

- I. The following expenses will be shared equally by all LPSs holding an election including Burnet County: the newspaper notice for the Logic and Accuracy Test of the ballots, consumable election supplies, and ballot programming.
- II. The user fees for the voting equipment, election worker payroll, and mileage payments to poll workers will follow these cost sharing arrangements:
 - a. For polling locations conducting elections of the county: the county will bear 50% of the election costs at each voting location. The remaining 50% will be shared so that 40% is paid by the Independent School District (ISD) associated with the polling place and the remaining 10% is paid by any/all cities equally sharing the costs.
 - b. If there is no city election, the ISD associated with the polling place pays 50%. Subsequently, if there is no ISD election, any/all cities pay 50% of the costs equally.
 - c. If there is no city or ISD election the county pays 100%.
 - d. For polling locations NOT conducting elections of the county: the ISD pays 80% and any/all cities pay 20% equally.
 - e. If there is no city election, the ISD pays 100%.
 - f. If there is no ISD election, any/all cities pay 100% equally.

A cost estimate for the LPS election will be submitted separately.

APPROVED BY THE GOVERNING BODY OF _____ in its meeting held the
_____ day of _____, 201_, and executed by its authorized representative.

By: _____

Name: _____

Title: _____

ACKNOWLEDGED BY:

Doug Ferguson
Elections Administrator, Burnet County, Texas

Date

CONTRACT FOR ELECTION SERVICES

THIS CONTRACT FOR ELECTION SERVICES (this "Contract") is made and entered into by and between the ELECTIONS ADMINISTRATOR OF BURNET COUNTY, TEXAS ("Contracting Officer") and the Local Political Subdivision set forth on the signature page of this Contract (the "LPS") pursuant to the authority under Section 31.092(a) of the Texas Election Code.

RECITALS

WHEREAS, the LPS expects to order an election during the term of this Contract and during any renewal term of this Contract (the "Election");

WHEREAS, the LPS desires that certain election services for the Election be provided by the Contracting Officer pursuant to Chapter 31, Subchapter D of the Texas Election Code and;

WHEREAS, the Contracting Officer and the LPS desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, the parties to this Contract agree as follows with respect to the coordination, supervision, and conduct of the Election.

I. GENERAL PROVISIONS.

- A. The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures to best assist the voters of the LPS. For purposes of this Contract the term "Election" will include any resulting recount or election contest. It will also apply to any election to resolve a tie.
- B. The Contracting Officer is hereby appointed to serve as the LPS's Election Officer and Early Voting Clerk to conduct the Election for those areas of the LPS located in Burnet County. As Election Officer and Early Voting Clerk, the Contracting Officer will coordinate, supervise and conduct all aspects of administering voting in connection with the Election in compliance with all applicable law except as otherwise provided in this Contract.
- C. The LPS agrees to commit the funds necessary to pay for election-related expenses for the LPS's election.
- D. The Contracting Officer has the right to enter into agreements with other entities at any time and may require that authorities of LPSs holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code. The LPS agrees to enter into a joint election agreement required by Burnet County.

II. RESPONSIBILITIES OF CONTRACTING OFFICER. The Contracting Officer shall be responsible for performing the following services and furnishing the following materials and equipment in connection with the election:

- A. ***Nomination of Presiding Judges and Alternate Judges.*** The Contracting Officer shall recruit and appoint Election Day presiding and alternate judges, central accumulation station

judges, and the Early Voting Ballot Board (EVBB) presiding judge, all of which shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code.

B. *Notification to LPS.* The Contracting Officer shall provide the LPS with the most up-to-date list of presiding and alternate judges three weeks before the statutory deadline to order the election and again three weeks before Election Day. LPS acknowledges that the information provided may not be final or complete.

C. *Notification to Presiding and Alternate Judges; Appointment of Clerks.*

1. The Contracting Officer shall notify each presiding and alternate judge of his or her appointment. The notification will also include the assigned polling location, the date of the election training(s), the date and time of the election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for election workers, and the name of the presiding or alternate judge as appropriate.
2. The election judge will make the clerk appointments in consultation with the Contracting Officer. If a presiding judge or the alternate judge does not speak both English and Spanish, and the election precinct is one subject to Sections 272.002 and 272.009 of the Texas Election Code, the Contracting Officer shall ensure that a bilingual election clerk is appointed. The Contracting Officer shall notify the clerks of the same information that the judges receive under this section.

D. *Election Training.* The Contracting Officer shall be responsible for conducting election training for the presiding judges, alternate judges, clerks, and Early Voting deputies in the operation and troubleshooting of the direct record electronic (DRE) voting system and the conduct of elections, including qualifying voters, issuing ballot style codes, maintaining order at the polling location, conducting provisional voting and counting votes.

E. *Logic and Accuracy Testing.* In advance of Early Voting (including the sending out of any mail ballots), the Contracting Officer, the tabulation supervisor, and other members the Contracting Officer designates for the testing board shall conduct all logic and accuracy testing in accordance with the procedures set forth by the Texas Election Code and under guidelines provided by the Secretary of State's office. The Contracting Officer shall also be responsible for the publication of the required notice of such testing.

F. *Election Supplies.* The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day (and to the Early Voting clerks during Early Voting) the following election supplies: election and early voting kits (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and Subchapter B of Chapter 66 of the Texas Election Code) seals, sample ballots, thermal paper rolls for use in the Judge's Booth Controllers (JBCs), batteries for use in the JBCs and eSlates, labels for the electronic poll books, and all consumable-type office supplies necessary to hold an election.

G. *Registered Voter List.* The Contracting Officer shall provide lists of registered voters required by law for use on Election Day and for the Early Voting period.

H. Notice at Previous Polling Place. The Contracting Officer shall post notices of a change in a polling place at the entrance to the previous polling location. Section 43.062 of the Texas Election Code provides that the notice shall state the location has changed and give the location of the new polling place.

I. Election Equipment. The Contracting Officer shall prepare and distribute the Direct Record Electronic (DRE) voting system components from Hart InterCivic, Inc. ("Hart") for the election. This voting system includes the equipment referred to as "eSlates" and "Judge's Booth Controllers" (JBCs). Each polling location will have at least one voting machine that is accessible to disabled voters and provides a practical and effective means for voters with disabilities to cast a secret ballot.

J. Ballots. The Contracting Officer or designee shall be responsible for the preparation, printing, programming and distribution of English and Spanish ballots and sample ballots, including the mail ballots, based on the information provided by the LPS, including names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the Spanish translation of the offices and any propositions. The ballot will be prepared in these formats: DRE, paper and auditory.

K. Early Voting. In accordance with Sections 31.096 and 32.097(b) of the Texas Election Code, the Contracting Officer shall serve as Early Voting Clerk for the election.

1. The Contracting Officer shall supervise and conduct early voting by mail and by personal appearance and shall secure personnel to serve as Early Voting Deputies.
2. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the locations as determined by the Contracting Officer.
3. The Contracting Officer shall receive mail ballot applications on behalf of the LPS. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or deputies at the Elections Office, located at 106 W. Washington St., Burnet, TX. Applications for mail ballots erroneously sent to the LPS shall be faxed promptly to the Contracting Officer for timely processing then the original application shall be forwarded to the Contracting Officer for proper retention.
4. Early voting ballots shall be secured and maintained at the Elections Office, located at 106 W. Washington St., Burnet, TX and in accordance with Chapter 87 of the Texas Election Code. The Early Voting Ballot Board shall meet at the same location unless posted differently.

L. Election Day Polling Locations. The Election Day polling locations are determined by the Contracting Officer in consultation with the LPS and in accordance with the Texas Election Code. The Contracting Officer shall arrange for the use of all Election Day polling places and shall arrange for the setting up of the polling location including tables, chairs and voting booths.

M. Election Day Activities.

1. The Contracting Officer and staff shall be available from 6:00 am until the completion of vote counting on Election Day to render technical support and assistance to voters and

election workers.

2. The Contracting Officer and staff shall prepare and conduct Election Night intake of election equipment, supplies and records.
3. The Contracting Officer and designee shall serve as central counting station manager and tabulation supervisor, counting the votes in conjunction with the Early Voting Ballot Board and the Central Counting Station judges.

N. *Election Night Reports.* The Contracting Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the LPS via e-mail as soon as they are prepared and may be released under law, but no earlier than 7:05 pm on Election Day. The tabulation reports may also be provided to other counties as necessary for the election.

O. *Provisional Votes/Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code.* The Contracting Officer, serving as voter registrar, shall retain the provisional voting affidavits and shall provide factual information on each of the provisional voters' status. The Contracting Officer shall reconvene the EVBB after the election within the time set forth in Section 65.051 of the Texas Election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas Election Code to determine whether such will be counted and to resolve any issues with such ballots.

P. *Canvass Material Preparation.* Promptly after determination of the provisional votes and resolution of any mail ballots, the Contracting Officer shall work with the EVBB to tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new unofficial tabulations to the LPS. The reports will serve as the canvass materials for the LPS.

Q. *Custodian of Election Records.* The election records will be submitted to the LPS except for those records that must be maintained by the Contracting Officer as Voter Registrar in accordance with Section 66.051 of the Texas Election Code. The Contracting Officer is hereby appointed the custodian of voted ballots (which in the case of the ballots cast on the DRE voting system consists of the DVD backup) and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. The Contracting Officer shall also maintain custody of the records pertaining to the operation of the JBCs and eSlates.

R. *Recount.*

1. If required by law, the Contracting Officer shall perform a partial manual count of electronic voting system ballots in accordance with section 127.201 of the Texas Election Code. A recount may also be requested in accordance with Chapter 212 of the Texas Election Code.
2. The LPS shall advise the Contracting Officer if a recount is required by law or requested and the Contracting Officer and the LPS shall discuss how such recount is

to be conducted. The LPS shall reimburse the Contracting Officer for the cost of such count which is not included in the original invoice.

S. *Schedule for Performance of Services.* The Contracting Officer shall perform all election services in accordance and compliance with the time requirements set out in the Texas Election Code.

T. *Contracting with Third Parties.* In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third parties for election services and supplies. The cost of such third-party services and supplies will be paid by the Contracting Officer and reimbursed by the LPS.

U. *Department of Justice Preclearance for General Elections.* If required by law, any changes to the general conduct of voting in Burnet County will be pre-cleared through the United States Department of Justice by the Contracting Officer with copies of the submission and response e-mailed to the LPS.

III. RESPONSIBILITIES OF THE LPS. The LPS shall perform the following responsibilities:

A. *Applications for Mail Ballots.* The LPS shall date stamp and then as promptly as possible fax to the Contracting Officer all applications for mail ballots that it receives. Promptly thereafter, the LPS shall deliver or send by mail the original mail ballot applications to the Contracting Officer.

B. *Election Orders, Election Notices, and Canvass.* The LPS shall be responsible for preparing, adopting, publishing, and posting all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the governing authority of the LPS necessary to the conduct of the election. The LPS shall be responsible for conducting the official canvass of the election.

C. *Map/ Annexations.* The LPS shall provide the Contracting Officer with an updated map and street index of its jurisdiction in an electronic or printed format and shall advise the Contracting Officer of any annexations or de-annexations.

D. *Department of Justice Preclearance for Special Elections.* If required by law, the LPS shall be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.

E. *Ballot Information.* The LPS shall prepare the text for the LPS's official ballot in English and Spanish and provide to the Contracting Officer as soon as possible at the end of the period for ordering the election or filing for candidacy. The ballot information shall include a list of propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the ballot. The LPS shall promptly review for correctness the ballot when requested by the Contracting Officer to do so prior to finalization and shall approve by e-mail or by signature in person.

F. *Precinct Reports to the Texas Secretary of State.* Based on information provided by the Contracting Officer, the LPS shall prepare and file all required precinct reports with the Texas Secretary of State.

G. **Annual Voting Report.** The LPS shall be responsible for filing its annual voting system report to the Texas Secretary of State as required under Chapter 123 *et seq.* of the Texas Election Code.

IV. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS

A. **Number of Election Workers at Election Day Polling Locations.** It is agreed by the Contracting Officer and the LPS that there will be at least three election workers at each Election Day polling location: the presiding judge, an alternate judge, and at least one election clerk appointed by the presiding judge. The number of necessary clerks is derived from the number of elections at the poll and the number of registered voters for that poll.

B. **Compensation for Election Workers.** The Contracting Officer shall compensate all election workers in accordance with the Contracting Officer's established compensation policies, in accordance with the Texas Election Code and using the rates set by Burnet County Commissioners Court for county elections. The Contracting Officer shall pay the workers and be reimbursed by the entities sharing the polling location unless a polling place is open for only one LPS holding an election. In this case, the LPS shall pay the election workers directly.

V. PAYMENT

A. **Charges and Distribution of Costs.** In consideration of the joint election services provided by the Contracting Officer, the LPS will be charged a share of election costs and an administrative fee. The costs distribution is set forth in the Joint Election Agreement. A cost estimate shall be provided upon request only after all entities participating in the election are identified.

B. **Administrative Fee.** The Contracting Officer shall charge a fee equal to 10% of the LPS's share of the cost of the election or a minimum of \$75.00.

C. **Equipment Rental Fee.** Per Section 123.032(d) of the Texas Election Code, the Burnet County Commissioners Court has set the equipment rental fee at \$150 per JBC and per eSlate. There is no charge for Early Voting rental of equipment. If the County acquires additional equipment, different voting equipment, or upgrades existing equipment during the term of this Contract, the charge for the use of the equipment may be reset by the Burnet County Commissioners Court.

D. **Fixed Lump Sum Price for Districts other than Cities, School Districts and Central Texas Groundwater Conservation District.** A LPS that is not a city, school district or the Central Texas Groundwater Conservation District shall pay the Contracting Officer a fixed lump sum price to administer its election. The only item not included in the lump sum price is the cost of any recount.

E. **Payment.** The Contracting Officer's invoice shall be due and payable to the address set forth in the invoice within 30 days from the date of receipt by the LPS.

VI. TERM AND TERMINATION

- A. **Initial Term.** The initial term of this Contract shall commence upon the last party's execution hereof and shall continue thereafter in full force and effect for one year, subject to the termination rights set forth herein.
- B. **Renewal.** Subject to the termination rights set forth herein, this Contract shall automatically renew for a one-year term.
- C. **Termination.** If either party wishes to terminate this Contract for convenience or for cause the party must provide thirty (30) business days' written notice to the other party and allow for discussion of the desired outcome and options to reach the desired outcome. In the event of termination, it is understood and agreed that only the amounts due to the Contracting Officer for services provided and expenses incurred will be due and payable.

VII. MISCELLANEOUS PROVISIONS

- A. **Nontransferable Functions.** In accordance with Section 31.096 of the Texas Election Code, nothing in this Contract shall authorize or permit a change in:
 - 1. The authority with whom or the place at which any document or record relating to the election is to be filed;
 - 2. The officers who conduct the official canvass of the election returns;
 - 3. The authority to serve as custodian of voted ballots or other election records; or
 - 4. Any other nontransferable function specified under Section 31.096 or other provisions of Texas law.
- B. **Cancellation of Election.** If the LPS cancels its election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be entitled to receive an administrative fee of \$75. The Contracting Officer shall submit an invoice for the administrative fee as soon as reasonably possible after the cancellation, and the LPS shall make payment therefore in a manner similar to that set forth in **V. PAYMENT** above.
- C. **Contract Copies to Treasurer and Auditor.** In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of this Contract with the County Treasurer and the County Auditor of Burnet County, Texas.
- D. **Election to Resolve a Tie.** In the event that an election is necessary to resolve a tie vote, the terms of this Contract shall extend to the second election, except:
 - 1. The LPS and the Contracting Officer will agree upon the date of the election and the early voting schedule subject to provisions of the Election Code and with regard to other elections conducted by the Contracting Officer.
 - 2. The LPS will be responsible for any Department of Justice preclearance submission under Section 5 of the Federal Voting Rights Act.

3. An attempt will be made to use election workers that worked in the first election; those poll workers will not have additional training provided by the Contracting Officer.
4. The cost of the election will be borne by the LPS; the Contracting Officer will work with the LPS on cost management.

E. Amendment/ Modification. Except as otherwise provided, this Contract may not be amended, modified, or changed in any respect except in writing, duly executed by the parties hereto. Both the Contracting Officer and the LPS may propose necessary amendments or modifications to this Contract in writing in order to conduct the election smoothly and efficiently, except that any such proposals must be approved by the Contracting Officer and the governing body of the LPS or its authorized agent, respectively.

F. Severability. If any provision of this Contract is found to be invalid, illegal, or unenforceable a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract and parties to this Contract shall perform their obligations under this Contract in accordance with the intent of the parties to this Contract as expressed in the terms and provisions.

G. Representatives. For purposes of implementing this Contract and coordinating activities, the Contracting Officer and the LPS designate the following individuals for submission of information, documents and notice:

For the Contracting Officer:

Doug Ferguson
Elections Administrator, Burnet County
220 S. Pierce
Burnet, TX 78611
Tel: (512) 715-5288
Fax: (512) 715-5287
Email: electadmin@burnetcountytexas.org

For the LPS:

* * *

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 20____.

CONTRACTING OFFICER:

Doug Ferguson, Elections Administrator
Burnet County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 20____.

THE LOCAL POLITICAL SUBDIVISION:

Name of Entity: _____

By: _____

Printed Name: _____

Official Capacity: _____

ATTEST: _____



Development Services

ITEM 4.4

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

Agenda Item Brief

Meeting Date:	June 26, 2018
Agenda Item:	Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, ACCEPTING PUBLIC STREET, WATER, WASTEWATER, AND ELECTRICAL IMPROVEMENTS CONSTRUCTED WITHIN THE COTTAGES AT WESTFALL SUBDIVISION AND; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW: M. Lewis
Background:	The attached resolution accepts the developer installed public improvements constructed for the Cottages at Westfall subdivision.
Information:	Langley Homes, Inc., the developer of the Cottages at Westfall subdivision, has completed all subdivision improvements to be accepted by the City of Burnet. These improvements have been inspected by City Staff and Project Engineer, William H Engineering, LLC. The improvements have been found to be in compliance with approved subdivision plans and the applicable terms of City of Burnet development regulations.
Fiscal Impact:	N/A
Recommendation:	Adopt Resolution R2018-17 as presented.

RESOLUTION NO. R2018-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, ACCEPTING PUBLIC STREET, WATER, WASTEWATER, AND ELECTRICAL IMPROVEMENTS CONSTRUCTED WITHIN THE COTTAGES AT WESTFALL SUBDIVISION AND; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Council of the City of Burnet, Texas, has determined that public street, water, waste water, and electrical distribution improvements constructed within The Cottages at Westfall Subdivision have been constructed in accordance with the approved subdivision plans and in compliance with City design specifications; and

WHEREAS, Langley Homes, Inc., the Cottages at Westfall developer, has satisfied all applicable provisions of City of Burnet, Code of Ordinances, Chapter 98 – Subdivisions;

NOW, THEREFORE, BE IT RESOLVED 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 resolved by the City Council of the City of Burnet, Texas and made a part hereof for all purposes and findings of fact.

Section 2. Acceptance of Improvements. The City Council hereby accepts for public use and ownership, the streets, public water and wastewater system as depicted on those Cottages at Westfall construction drawings prepared by William H Engineering LLC, Sealed by Marcus Horner PE on April 20, 2017 and subsequently approved by the City of Burnet. The City further accepts all electrical infrastructure as depicted on those Cottages at Westfall electrical distribution plans prepared and sealed by the Lower Colorado River Authority on July 7, 2017 and subsequently approved by the City of Burnet.

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, *Chapter 551, Tex. Gov't Code*.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Burnet this the 26th day of June, 2018.

CITY OF BURNET

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary



City Manager

ITEM 4.5

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

Agenda Item Brief

Meeting Date: June 26, 2018

Agenda Item: Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT BETWEEN THE BURNET ECONOMIC DEVELOPMENT CORPORATION ("BEDC") AND BAYLOR SCOTT & WHITE HEALTH FOR THE SALE OF LAND LOCATED AT 1500 POLK STREET; AND OTHER RELATED MATTERS: D. Vaughn

Background:

Information: The Burnet Economic Development Corporation is scheduled to take the proposed contract under consideration prior to the Council meeting. If the board approves, the agreement must then be considered by the City Council.

Fiscal Impact:

Recommendation: The BEDC Board will make a recommendation at the time of the meeting.

RESOLUTION NO: R2018-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT BETWEEN THE BURNET ECONOMIC DEVELOPMENT CORPORATION ("BEDC") AND BAYLOR SCOTT & WHITE HEALTH FOR THE SALE OF LAND LOCATED AT 1500 POLK STREET; AND OTHER RELATED MATTERS.

WHEREAS, the Burnet Economic Development Corporation ("BEDC") Board of Directors ("Board") has approved a resolution for the sale of approximately 1.5 to 2.0 acres of land located at 1500 Polk Street to Baylor Scott & White Health; and

WHEREAS, it is the desire of the City Council to approve and authorize the sale of the property and authorize related expenditures.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF BURNET CITY COUNCIL, 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 the Purchase and Sales Agreement, attached hereto as Exhibit "A", between the Burnet Economic Development Corporation and Baylor Scott and White Health and authorizes the Mayor to execute the agreement.

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*.

ADOPTED AND APPROVED on this, the 26th day of June, 2018.

CITY OF BURNET, TEXAS

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary



Police Department

ITEM 4.6

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

Agenda Item Brief

Meeting Date:	June 26, 2018
Agenda Item:	Discuss and consider action: Approval to make the part-time Animal Control Officer position into a full-time position: P. Nelson
Background:	Due to patrol officer staffing shortages during last fiscal year, the Animal Control Officer (ACO) position was transitioned to a part-time position. While this allowed an additional patrol officer to be added to the streets, it also resulted in patrol officers having to respond to a significant increase in animal control calls for service.
Information:	In 2017, the ACO position responded to approximately 1,000 fewer calls than in the previous two years. This means that those calls were either responded to by patrol officers, or went without service.
Fiscal Impact:	The cost to move this position to a full-time position for the remainder of the budget year will be approximately \$6,500 and can be absorbed within the budget. The annual increase for next year's budget would be approximately \$34,000.
Recommendation:	Staff recommends approval to make the ACO a full-time position.