



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

Notice is hereby given that a **Regular City Council Meeting** will be held by the governing body of the City of Burnet on the **11<sup>th</sup> day of June 2024**, at **6:00 p.m.**, in the City of Burnet Council Chambers located at 2402 S. Water Street (Hwy. 281 South, Burnet Municipal Airport) Burnet, TX.

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

The following subjects will be discussed, to wit:

### **CALL TO ORDER:**

### **ROLL CALL:**

### **INVOCATION:**

### **PLEDGES (US & TEXAS):**

### **1. SPECIAL REPORTS/RECOGNITION:**

1.1) Police Department Quarterly Report: B. Lee

**2. CONSENT AGENDA:** *(All of the following items on the Consent Agenda are considered to be self-explanatory 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 May 28, 2024, City Council Regular Meeting Minutes

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

3.1) Public hearing and consideration of the following items:

- A) FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING PROPERTY KNOWN AS THE CREEK SIDE TOWNHOMES FROM ITS

PRESENT DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1” TO A DESIGNATION OF MULTI-FAMILY RESIDENTIAL – DISTRICT “R-3”; PROPERTY KNOWN AS THE RHOMBERG APARTMENTS FROM ITS PRESENT DESIGNATION ON LIGHT COMMERCIAL – DISTRICT “C-1” AND SINGLE-FAMILY RESIDENTIAL “R-1” TO A DESIGNATION OF MULTI-FAMILY RESIDENTIAL – DISTRICT “R-3”; AND PROPERTY KNOWN AS THE HAMILTON CREEK MANOR FROM ITS PRESENT DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1” TO A DESIGNATION OF MULTI-FAMILY RESIDENTIAL – DISTRICT “R-3”; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: L. Kimbler

#### **4. ACTION ITEMS:**

4.1) Discuss and consider action: Appoint Mayor Pro Tem: M. Gonzales

4.2) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH MCCi PROFESSIONAL SERVICES FOR LASERFICHE CLOUD SOFTWARE: M. Gonzales

4.3) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING AN INTERLOCAL AGREEMENT WITH BURNET COUNTY FOR MAINTENANCE AND REPAIR OF CITY STREETS FOR THE CURRENT FISCAL YEAR: Eric Belaj

4.4) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING VARIANCES TO THE CODE OF ORDINANCES, SECTION 98-48 – BLOCKS AND LOTS FOR THE FINAL PLAT OF CREEKFALL PHASE 1 SUBDIVISION: L. Kimbler

4.5) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, CONDITIONALLY APPROVING THE “FINAL PLAT” OF CREEKFALL PHASE 1 SUBDIVISION, A PROPOSED 84-LOT RESIDENTIAL SUBDIVISION CONSISTING OF APPROXIMATELY 22.27 ACRES: L. Kimbler

4.6) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, CONDITIONALLY APPROVING THE “FINAL PLAT” OF CREEKFALL PHASE 2 SUBDIVISION, A PROPOSED 50-LOT RESIDENTIAL SUBDIVISION CONSISTING OF APPROXIMATELY 21.65 ACRES: L. Kimbler

4.7) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, CONDITIONALLY APPROVING THE “FINAL PLAT” OF

SOUTH HWY 281 DELAWARE COMMERCIAL, A PROPOSED 3-LOT COMMERCIAL SUBDIVISION CONSISTING OF APPROXIMATELY 19.65 ACRES: L. Kimbler

4.8) Discuss and consider action: The School Resource Officer (SRO) Interlocal Agreement with Burnet Consolidated Independent School District: B. Lee

4.9) Discuss and consider action: Request for authorization to send two officers to the UK Police Memorial Service: B. Lee

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

**6. ADJOURN:**

Dated this 7<sup>th</sup> day of June 2024

**City of Burnet**

**Mayor Gary Wideman**

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 7, 2024 at or before 6 o'clock p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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Maria Gonzales, City Secretary

**NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS:**

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

**RIGHT TO ENTER INTO EXECUTIVE SESSION:**

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

# Burnet PD Quarterly Update



# Activities

- Lenslock
- Car design
- Training
- K-9
- Dispatch
- SRO program
- Staffing
- The event

# Lenslock

- Changed in car and on body cameras to Lenslock
- Motorola purchased Watchguard
- Pricing became very expensive
- Service was dramatically reduced
- Downtime was becoming unacceptable
- Lenslock had a great product with reasonable pricing and great customer service
- Lenslock has more features including upcoming AI features that we enable cameras based on keywords or movement



# Car Design

- Car design was changed with the color change.
- Incorporated the new badge and changed the font on the vehicles.
- AWD vehicles



# Training

- We have moved to the Marble Falls communications center
- Change enabled us to upgrade an aging RMS system
- Allows us to exchange data among all agencies participating in our region from Pflugerville to San Antonio
- Real time AVL data available for dispatch and officers
- New ticket writing software
- New evidence management system

# Training

- Succession planning
  - Accomplished at
  - FTO's
  - Sgt.'s
  - Lt.
  - Capt.
- Captain Stewart ju  
University of Louisville
  - 12-week program
  - 12 graduate credit pro



Officers Course at the

# Dispatch

- We have moved to the Marble Falls communications center
- Change enabled us to upgrade an aging RMS system
- Allows us to exchange data among all agencies participating in our region from Pflugerville to San Antonio
- Real time AVL data available for dispatch and officers
- New ticket writing software
- New evidence management system

# SRO

- SRO program is being revamped
- 2024/2025 school year will only have 2 SROs assigned to the schools
- Legislation has charged the schools with many challenges, and we have had discussions on how to best address them
- School district will assume partial responsibility for security of the schools moving forward and eventually take over the program meeting statutory requirements

# Staffing

- We are currently fully staffed in patrol!!!!!!
- Retention rate has increased substantially
- Lost officers due to retirement
- Recently lost the first officer to another agency in over two years
- Continue to work on building the culture to retain officers
- Group effort at every level of the organization

# Police Week



Questions



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

On this the 28<sup>th</sup> day of May 2024, the City Council of the City of Burnet convened in Regular Session, at 6:00 p.m. the City of Burnet Council Chambers located at 2402 S. Water Street (Hwy 281 South, Burnet Municipal Airport) Burnet, Tx. thereof with the following members present, to-wit:

Mayor                               Gary Wideman  
Council Members               Dennis Langley, Ricky Langley, Philip Thurman, Joyce Laudenschlager, Tres Clinton, Mary Jane Shanes, Tommy Gaut, and Cindia Talamantez  
City Manager                     David Vaughn  
City Secretary                 Maria Gonzales

Guests: Eric Belaj, Mark Ingram, Tony Nash, Patricia Langford, Brian Lee, Leslie Kimbler, Veronica Hernandez, Haley Archer, Adrienne Feild, and Andrew Scott

Call to Order: Mayor Wideman called the meeting to order at 6:00 p.m.

INVOCATION: Led by Council Member Mary Jane Shanes

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

CANVASS ELECTION:

Discuss and consider action: RESOLUTION AND ORDER BY THE CITY COUNCIL, OF THE CITY OF BURNET, TEXAS, CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE CITY OF BURNET, MAY 4, 2024, GENERAL ELECTION: M. Gonzales: Council Member Joyce Laudenschlager moved to approve Resolution R2024-32 as presented. Council Member Mary Jane Shanes seconded the motion. The motion carried unanimously.

Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, ORDERING AND DECLARING THE MAY 2024 CHARTER AMENDMENTS, AS APPROVED BY THE VOTERS OF THE CITY OF BURNET, ADOPTED: M. Gonzales: Council Member Philip Thurman moved to approve Resolution R2024-42 as presented. Council Member Joyce Laudenschlager seconded. The motion carried unanimously.

SPECIAL RECOGNITION:

Recognition of Council Member Mary Jane Shanes: Mayor Wideman

Recognition of Council Member Dennis Langley: Mayor Wideman

The Oath of Office will be administered to Philip Thurman, Council Member; Tommy Gaut, Council Member; Cindia Talamantez, Council Member: M. Gonzales: A Certificate of Election was presented to Philip Thurman by City Secretary Maria Gonzales, and the Oath of Office was administered. Philip Thurman was sworn in as Council Member for a term of two years, ending in May 2026. A Certificate of Election was presented to Tommy Gaut by City Secretary Maria Gonzales, and the Oath of Office was administered. Tommy Gaut was sworn in as Council Member for a term of two years, ending in May 2026. A Certificate of Election was presented to Cindia Talamantez by City Secretary Maria Gonzales, and the Oath of Office was administered. Cindia Talamantez was sworn in as Council Member for a term of two years, ending in May 2026.

REPORTS:

April 2024 Financial Report: P. Langford: Director of Finance, Patricia Langford, presented the April 2024 Financial Report to all present. Mrs. Langford reviewed revenues, expenses, and overall fund balances for all major funds. Mrs. Langford stated that the City is doing well with approximately \$3.8 million in excess reserves.

CONSENT AGENDA:

Approval of the May 28, 2024, City Council Regular Meeting Minutes

Council Member Joyce Laudenschlager moved to approve the consent agenda as presented. Council Member Philip Thurman seconded. The motion carried unanimously.

PUBLIC HEARINGS/ACTION: None.

ACTION ITEMS:

6.1) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE PURCHASE OF A 2024 BUCKET TRUCK FOR THE CITY OF BURNET

ELECTRIC DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE AGREEMENT ON BEHALF OF THE CITY: D. Vaughn: Council Member Ricky Langley moved to approve Resolution R2024-40 as presented. Council Member Cindia Talamantez seconded. The motion carried unanimously.

6.2) Discuss and consider action: Award Request for Proposal (RFP) 2024-002 Asphalt Materials bid and authorize the City Manager to purchase up to 1,200 Tons: E. Belaj: Council Member Philip Thurman moved to award the Request for Proposal RFP 2024-002 to Texas Materials at the cost of \$85 per ton, not to exceed 1,200 tons. Council Member Tommy Gaut seconded the motion. The motion carried unanimously.

6.3) Discuss and Consider Action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING AN AGREEMENT TO PROVIDE A SINGLE CONNECTION WATER SERVICE TO SERVE REED RANCH ESTATES: L. Kimbler: Council Member Ricky Langley moved to approve Resolution R2024-43 as presented. Council Member Philip Thurman seconded the motion. The motion carried unanimously.

6.4) Discuss and consider action: Authorization and approval to purchase one additional single purpose K-9 and provide for training of the handler: B. Lee: Council Member Philip Thurman moved to approve the purchase of one additional K-9 and training for the handler, not to exceed \$6,200. Council Member Cindia Talamantez seconded. The motion carried unanimously.

6.5) Discuss and consider action: Authorization to hire a construction manager for the City Hall Project: D. Vaughn: Council Member Tommy Gaut made a motion to authorize the City Manager to hire a construction manager for the City Hall Project. Council Member Philip Thurman seconded. The motion passed unanimously.

6.6) Discuss and consider action: Boards and Commissions Policies: D. Vaughn: City Manager David Vaughn stated staff would research the matter and bring options back to City Council.

REQUESTS FROM COUNCIL FOR FUTURE REPORTS: In accordance with Resolution R2020-28 councilmembers may request the City Manager to prepare and present future report on matters of public interest: None.

ADJOURN: There being no further business, a motion to adjourn was made by Council Member Joyce Laudenschlager at 6:44 p.m. and seconded by Council Member Cindia Talamantez. The motion carried unanimously.

**ATTEST:**

\_\_\_\_\_  
Gary Wideman, Mayor

\_\_\_\_\_  
Maria Gonzales, City Secretary



## Development Services

## ITEM 3.1 A

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

### Public Hearing and Action Item

**Meeting Date:** June 11, 2024

**Agenda Item:** Public hearing and action: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING PROPERTY KNOWN AS THE CREEK SIDE TOWNHOMES FROM ITS PRESENT DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1” TO A DESIGNATION OF MULTI-FAMILY RESIDENTIAL – DISTRICT “R-3”; PROPERTY KNOWN AS THE RHOMBERG APARTMENTS FROM ITS PRESENT DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1” AND SINGLE-FAMILY RESIDENTIAL “R-1” TO A DESIGNATION OF MULTI-FAMILY RESIDENTIAL – DISTRICT “R-3”; AND PROPERTY KNOWN AS THE HAMILTON CREEK MANOR FROM ITS PRESENT DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1” TO A DESIGNATION OF MULTI-FAMILY RESIDENTIAL – DISTRICT “R-3”; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: L. Kimbler

**Background:** This request is a city-initiated request to bring the properties into compliance with the current zoning code.

**Information:** In the continued effort to clean up the zoning map to ensure each property is zoned appropriately for their use as well as the surrounding area, staff are bringing this request forward for consideration.

**Public Notification:** Written notices were mailed to 56 surrounding property owners within 200 feet of the subject property. There have been zero responses in favor and zero responses in opposition.

**P&Z Report:** Planning and Zoning met at their regular meeting on Monday, June 3<sup>rd</sup> and recommended approval of the requested rezone.

**Recommendation:** Open the public hearing.  
Discuss and consider the first reading of Ordinance 2024-17.

Exhibit A – Location and Current Zoning

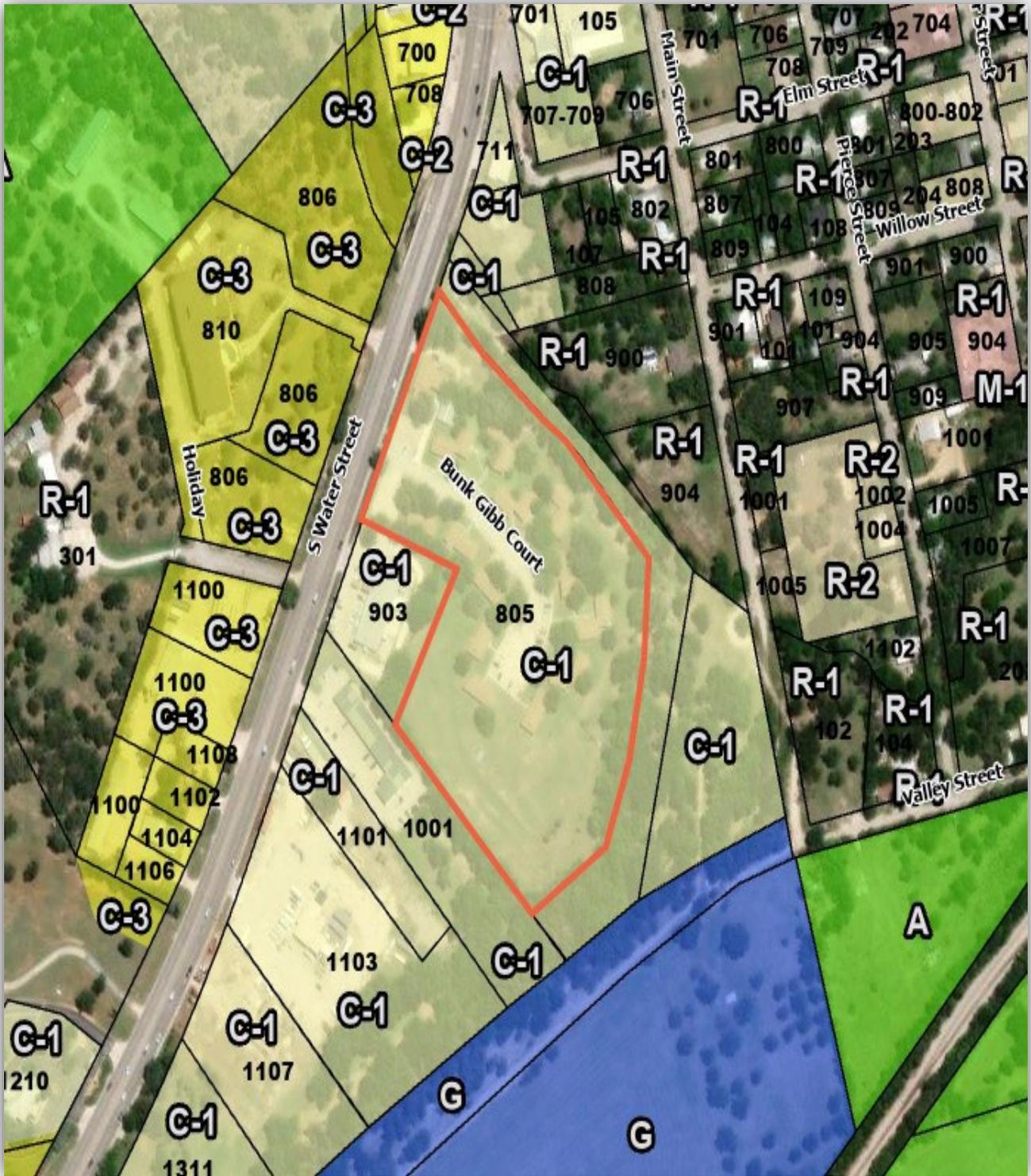
CREEK SIDE TOWNHOMES





Exhibit A – Location and Current Zoning (cont.)

HAMILTON CREEK MANOR



## ORDINANCE NO. 2024-17

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING PROPERTY KNOWN AS THE CREEK SIDE TOWNHOMES FROM ITS PRESENT DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1” TO A DESIGNATION OF MULTI-FAMILY RESIDENTIAL – DISTRICT “R-3”; PROPERTY KNOWN AS THE RHOMBERG APARTMENTS FROM ITS PRESENT DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1” AND SINGLE-FAMILY RESIDENTIAL “R-1” TO A DESIGNATION OF MULTI-FAMILY RESIDENTIAL – DISTRICT “R-3”; AND PROPERTY KNOWN AS THE HAMILTON CREEK MANOR FROM ITS PRESENT DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1” TO A DESIGNATION OF MULTI-FAMILY RESIDENTIAL – DISTRICT “R-3”**

**WHEREAS**, the City Council, by the passage and approval of Ordinance No. 2021-01, affixed the zoning classifications for each and every property located within the city in accordance with the Official Zoning Map as approved with said ordinance; and

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

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

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

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

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

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

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

**Section two. Property.** The Property that is the subject to this Zoning District Reclassification is known as: CREEK SIDE TOWNHOMES (LEGALLY DESCRIBED AS:

ABS A0405 JOHN HAMILTON, TRACT 7.21 & .25 ACRES & .17 ACRES, MALLET ADDITION CONSERVATION, 7.63 ACRES) as shown on **Exhibit “A”** hereto.

**Section three. Zoning District Reclassification.** MULTI-FAMILY RESIDENTIAL – DISTRICT “R-3” Zoning District Classification is hereby assigned to the Property described in section two.

**Section four. Property.** The Property that is the subject to this Zoning District Reclassification is known as: 806 N RHOMBERG (LEGALLY DESCRIBED AS: BEING LOT 1, KINCHELOE ADDITION) as shown on **Exhibit “B”** hereto.

**Section five. Zoning District Reclassification.** MULTI-FAMILY RESIDENTIAL – DISTRICT “R-3” Zoning District Classification is hereby assigned to the Property described in section four.

**Section six. Property.** The Property that is the subject to this Zoning District Reclassification is known as THE RHOMBERG APARTMENTS (LEGALLY DESCRIBED AS: BEING ALL OF LOTS NO. TWO, THREE, FOUR, FIVE, SIX, SEVEN, THIRTEEN, FOURTEEN, FIFTEEN, SIXTEEN, SEVENTEEN, EIGHTEEN, NINETEEN, TWENTY, AND FORTY-ONE, IN THE KINCHELOE ADDITION) as shown on **Exhibit “C”** hereto.

**Section seven. Zoning District Reclassification.** MULTI-FAMILY RESIDENTIAL – DISTRICT “R-3” Zoning District Classification is hereby assigned to the Property described in section six.

**Section eight. Property.** The Property that is the subject to this Zoning District Reclassification is known as: HAMILTON CREEK MANOR (LEGALLY DESCRIBED AS: BEING 12.004 ACRES OF LAND OUT OF THE B.B. CASTLEBERRY SURVEY NO. 2), as shown on **Exhibit “D”** hereto.

**Section nine. Zoning District Reclassification.** MULTI-FAMILY RESIDENTIAL – DISTRICT “R-3” Zoning District Classification is hereby assigned to the Property described in section eight.

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

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

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

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

**PASSED** on First Reading the 11<sup>th</sup> day of June 2024.

**PASSED AND APPROVED** on this the 25<sup>th</sup> day of June 2024.

**CITY OF BURNET, TEXAS**

\_\_\_\_\_  
Gary Wideman, Mayor

**ATTEST:**

\_\_\_\_\_  
Maria Gonzales, City Secretary

Exhibit "A"

CREEK SIDE TOWNHOMES



Exhibit "B"

806 N RHOMBERG

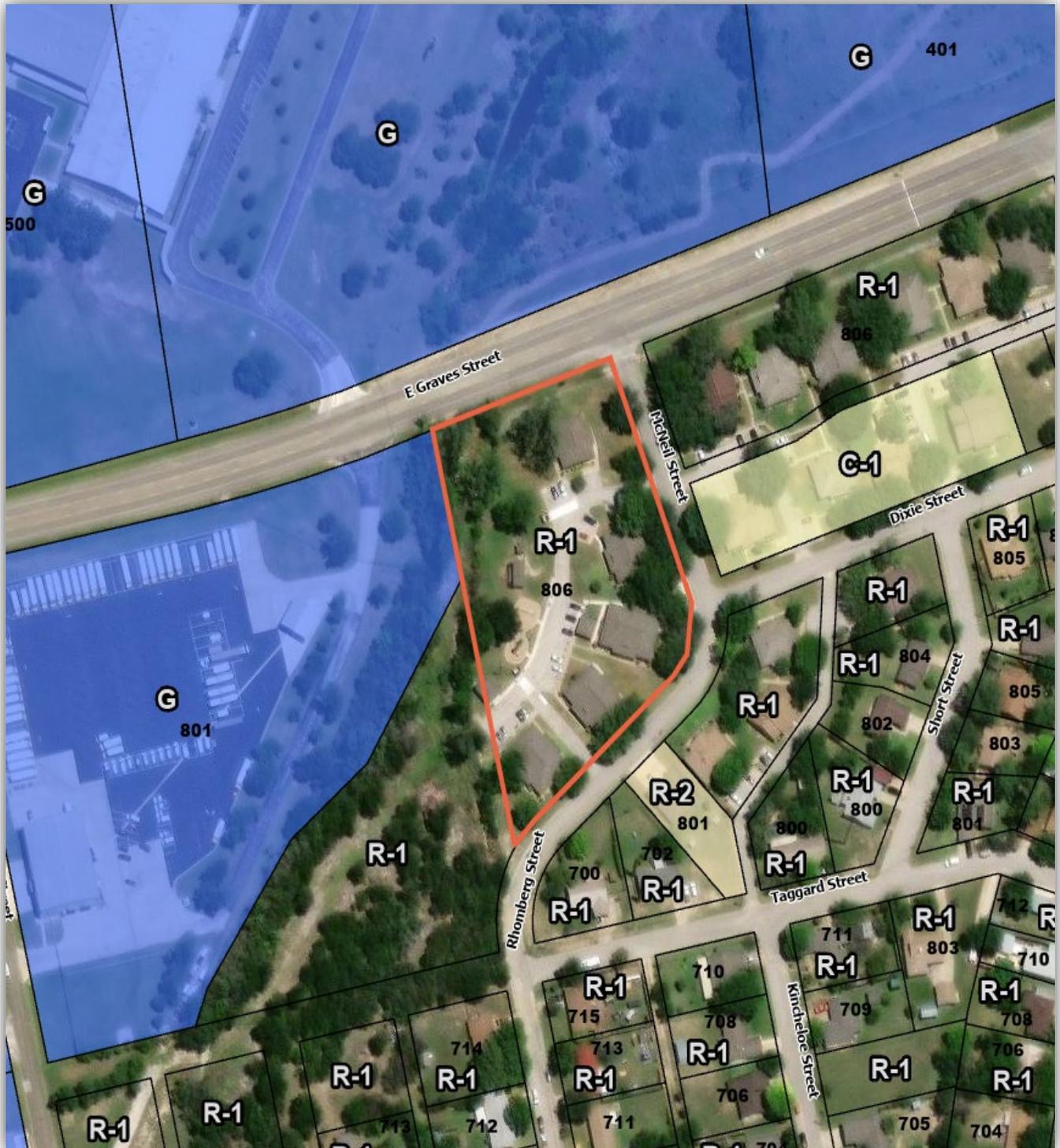


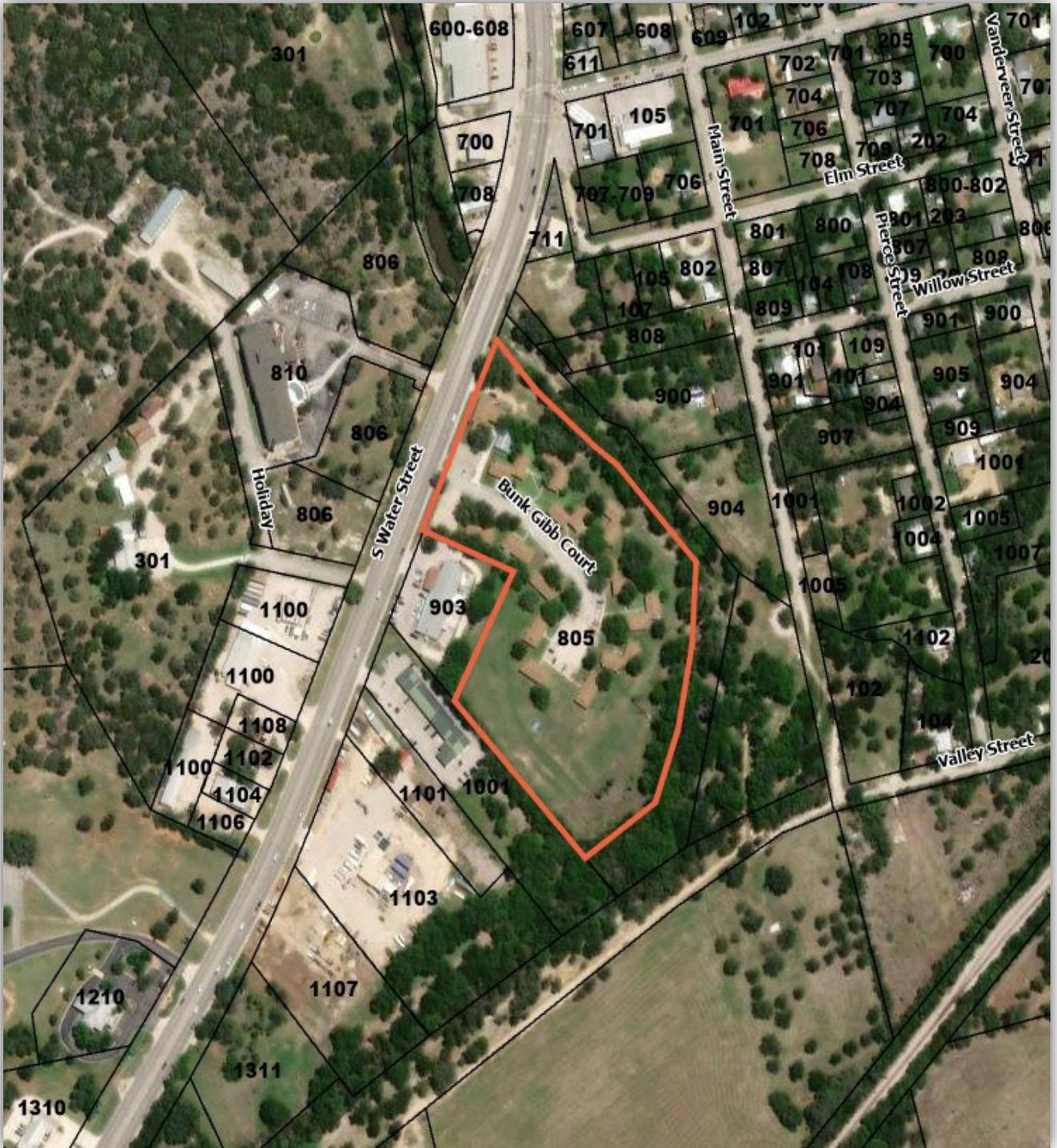
Exhibit "C"

RHOMBERG APARTMENTS



Exhibit "D"

HAMILTON CREEK MANOR



AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING PROPERTY KNOWN AS THE CREEK SIDE TOWNHOMES FROM ITS PRESENT DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1” TO A DESIGNATION OF MULTI-FAMILY RESIDENTIAL – DISTRICT “R-3”; PROPERTY KNOWN AS THE RHOMBERG APARTMENTS FROM ITS PRESENT DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1” AND SINGLE-FAMILY RESIDENTIAL “R-1” TO A DESIGNATION OF MULTI-FAMILY RESIDENTIAL – DISTRICT “R-3”; AND PROPERTY KNOWN AS THE HAMILTON CREEK MANOR FROM ITS PRESENT DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1” TO A DESIGNATION OF MULTI-FAMILY RESIDENTIAL – DISTRICT “R-3”; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: L. Kimbler



## Creekside Townhomes



**Current Zoning:**  
LIGHT COMMERCIAL-  
DISTRICT "C-1"

**Request:**  
MULTI-FAMILY RESIDENTIAL-  
DISTRICT "R-3"

## Rhomberg Apartments



**Current Zoning:**  
LIGHT COMMERCIAL- DISTRICT  
"C-1" and SFR - "R-1"

**Request:**  
MULTI-FAMILY RESIDENTIAL-  
DISTRICT "R-3"

## Hamilton Creek Manors



**Current Zoning:**  
LIGHT COMMERCIAL-  
DISTRICT "C-1"

**Request:**  
MULTI-FAMILY RESIDENTIAL-  
DISTRICT "R-3"





# Public Hearing

- ▶ Limit 3 minutes per speaker

## Discussion

- ▶ Discuss and consider the first reading of Ordinance 2024-17.



## Administration

## ITEM 4.1

Maria Gonzales  
City Secretary  
512-715-3209  
mgonzales@cityofburnet.com

## Action

- Meeting Date:** June 11, 2024
- Agenda Item:** Discuss and consider: Appoint Mayor Pro Tem: M. Gonzales
- Background:** Per the City of Burnet Home Rule Charter, Section 3.06: Mayor Pro-tem shall be elected by the City Council as soon as practicable after each regular City election, or in the event of a vacancy in the Mayor Pro-tem position. The Mayor Pro-tem shall act as Mayor during the disability of absence of the Mayor and in this capacity shall have the rights conferred upon the Mayor.
- Information:** It will be necessary for the Council to nominate a Council Member to serve as Mayor Pro Tem.
- Fiscal Impact:** None
- Recommendation:** To be determined by Council



## Administration

## ITEM 4.2

Maria Gonzales  
City Secretary  
512-715-3209  
citysecretary@cityofburnet.com

### Action

**Meeting Date:** June 11, 2024

**Agenda Item:** Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH MCCi PROFESSIONAL SERVICES FOR LASERFICHE CLOUD SOFTWARE: M. Gonzales

**Background:** Several administrative offices for the City of Burnet utilize Laserfiche software to archive and record documents to maintain compliance with state law. This software is easy to use, simple to keep files organized, and can enhance efficiency. However, the version that the City currently has, Laserfiche is one that is almost obsolete and will be at end of life in the next four years. To maintain compliance for recordation purposes, this software needs to transition to an updated cloud version.

**Information:** Staff received a quote from MCCi for a Laserfiche Cloud platform with a one-time fee in the amount of \$15,910.31. The recurring annual subscription fee has been quoted as \$6,445.00. Staff is seeking approval and authorization from Council for the purchase a cloud-based platform for Laserfiche software. This resolution approves the purchase of the new software and an annual subscription for Laserfiche and authorizes the City Manager to execute the contract.

**Fiscal Impact:** If approved, the initial cost off \$15,910.31 would be paid for from cash reserves and subsequent subscription fees would be included in the General Fund operating budget.

**Recommendation:** Approve Resolution No. R2024-44 as presented.

## RESOLUTION NO. R2024-44

### A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH MCCi PROFESSIONAL SERVICES FOR LASERFICHE CLOUD SOFTWARE

**Whereas**, Laserfiche is a software platform that assists organizations manage digital content and automate business processes; and

**Whereas**, several departments within the City's administration staff utilize recordation software to secure documents for compliance; and

**Whereas**, a cloud-based version of Laserfiche software would allow several users and additional storage; and

**Whereas**, the City received a quote of \$15,910.31 for the software upgrade and annual subscription; and

**Whereas**, the funding for this expenditure is a non-budgeted expense for the General Fund for the 2023-24 FY budget.

**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 the attached contractual agreement entitled LFU Upgrade to Cloud License.

**Section 3. Authorization.** The City Council does hereby authorize the City Manager to take such actions reasonably necessary to facilitate the purpose of this Resolution.

**Section 4. 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 11<sup>th</sup> day of June 2024.

**ATTEST:**

**CITY OF BURNET, TEXAS**

\_\_\_\_\_  
Maria Gonzales, City Secretary

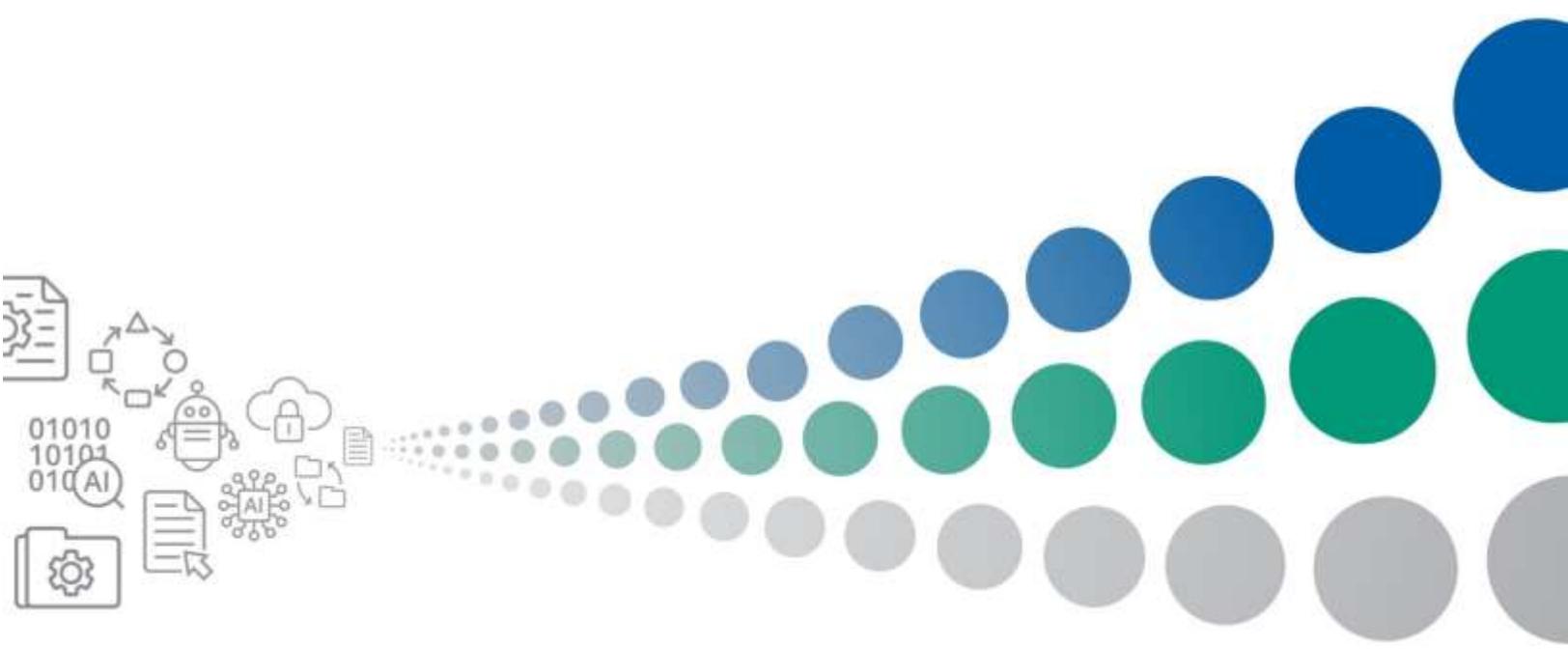
\_\_\_\_\_  
Gary Wideman, Mayor



# Estimate

City of Burnet

Issued: May 6, 2024



# RECOMMENDED SOLUTION OVERVIEW: LASERFICHE

MCCi is recommending the Laserfiche solution and MCCi Professional Services for your organization. With capabilities ranging from electronic records management to document routing, electronic forms, and integrations, Laserfiche is a powerful solution that enables the entire enterprise. Please keep in mind some of the features of Laserfiche:

## USER-FRIENDLY

Laserfiche is very easy to learn, navigate, and use. With a folder structure similar to Windows Explorer, Laserfiche will seem familiar to your staff, giving them the confidence to begin scanning and retrieving documents almost immediately after installation.

## COMPREHENSIVE SECURITY

Laserfiche Comprehensive Security allows you to control and administer the security of your documents. You determine which functions, such as scanning and printing, each staff member may use.

## INTELLIGENT SEARCH

The Laserfiche Search Engine is a powerful tool to help users find the documents they need during their day-to-day processes, including full-text search, index search, and document and folder name. The Laserfiche full-text search unlocks the contents of your documents; if you need to find a word or phrase within a document, Laserfiche retrieves it immediately. An easy Google-style toolbar is available for searching as well.

## INTEGRATION

Laserfiche is the central repository for records in your organization and allows you to integrate other main line-of-business solutions easily. Whether you are looking for a way to integrate with a departmental solution, ERP solution, Microsoft Office application or SharePoint, etc., Laserfiche has options available to reduce duplicate data entry and provides seamless access to your records.

## E-FORMS & BUSINESS PROCESS AUTOMATION

Laserfiche allows users to capture information while automating and transforming business processes. Users are finding efficiencies by reducing the time processes take and giving users access to information instantaneously through the implementation of Laserfiche Forms and Laserfiche Workflow, resulting in cost savings for the organization.

## MOBILITY & WEB TOOLS

Mobile devices are used in organizations for day-to-day operations. Laserfiche has options available to ensure you can access Laserfiche from these devices and perform related actions quickly on the go. There are also options to give your outside citizens/clients access to records through the web to promote transparency and decrease records requests.



## LASERFICHE CLOUD

MCCi is recommending the Cloud platform for your organization. Laserfiche Cloud seamlessly combines traditional content services platform (CSP) functionality with powerful business process management, auditing tools, and security.

Unlike purchased perpetual licensing, Laserfiche Cloud lowers your initial licensing costs based on *subscribing* to the rights to use Laserfiche products and services instead of *owning* them. With included functional ranging from records management (DoD 5015.2 certified) to document routing, electronic forms, and batch processing tools, Laserfiche Subscription provides an easy-to-use, cost-effective platform for automating day-to-day business processes.

The Laserfiche Cloud license introduces a straightforward annual fee including software licenses, hosted storage, technical support, and software updates.

# LASERFICHE CLOUD LICENSING GUIDE

To determine which platform/licenses are applicable, please refer to the [Pricing](#) section.

LASERFICHE PLATFORM ARCHITECTURE			
	Starter	Professional	Business
App. Servers/Repositories	1	1	1
FULL USE ACCESS LICENSES			
	Starter	Professional	Business
Full Named Users	Minimum of 1	Minimum of 5	Minimum of 25
100 GB Storage Per User	Included Additional Storage Available	Included Additional Storage Available	Included Additional Storage Available
Audit Trail	Included (Starter)	Included (Starter) Advanced is Add-on Option	Included (Advanced)
Direct Share	Included	Included	Included
Automated/Encrypted Backups	Included	Included	Included
Intrusion Detection	Included	Included	Included
Automated Feature and Security Updates	Included	Included	Included
Import Agent w/Email Archiving	Included	Included	Included
Process Automation	Not Available	Included	Included
Connector	Not Available	Included	Included
Surveys	Not Available	Included	Included
Records Management	Not Available	Add-on Option	Included
LIMITED USE ACCESS LICENSES			
	Starter	Professional	Business
Participant Users	Not Available	Add-on Option, Minimum of 10	Add-on Option, Minimum of 10
Community Users	Not Available	Add-on Option	Add-on Option
Education Users	Not Available	Add-on Option	Add-on Option
MODULE BASED LICENSES			
	Starter	Professional	Business
Quick Fields Complete with Agent ††	Add-on Option	10 Installations Included	10 Installations Included
Invoice Smart Capture	Not Available	Add-on Option	Add-on Option
Workflow Bots	Not Available	1 Included with Option to Add-on	1 Included with Option to Add-on
Vault	Not Available	Add-on Option	Add-on Option
ScanConnect	Add-on Option	Add-on Option	Add-on Option
SDK	Not Available	Add-on Option	Included
Public Portal (WebLink) †	Not Available	Options: 1,000 Views, Blocks of 10,000 Views	Unlimited Views
Forms Portal †	Not Available	Options: 1,000 Submissions, Blocks of 10,000 Submissions	Unlimited Submissions
INTEGRATIONS			
	Starter	Professional	Business
Microsoft 365 Integration with Simultaneous Editing	Included	Included	Included
Integration with SharePoint	Included	Included	Included
Integration with Salesforce, Microsoft Dynamics 365, and Redtail CRMs	Not Available	Included	Included
Integration with DocuSign	Add-on Option	Add-on Option	Included
Integration with Ellucian Ethos	Not Available	Add-on Option	Add-on Option
Integration with LaserApp	Add-on Option	Add-on Option	Add-on Option
Laserfiche for Ricoh MFD	Add-on Option	Add-on Option	Add-on Option
Certified Integration with SAP ArchiveLink	Add-on Option	Add-on Option	Add-on Option

† Public Portal and Forms Portal are licensed per Laserfiche Application Server.

†† Quick Fields is licensed per machine.

\* A sandbox environment includes 10 users, Laserfiche Directory Server and any additional add-ons purchased, such as portals.

# LASERFICHE CLOUD DEFINITIONS

To determine which licenses are applicable, please refer to the [Pricing](#) section. Your specific implementation may not include all features below.

## LASERFICHE CLOUD

Laserfiche Cloud is a Software as a Service (SaaS) solution, which provides a central digital repository accessible from anywhere. With Laserfiche cloud you can upload, view, and modify content within a streamlined fully responsive web interface. In addition to the central repository, below are some of the great features that come with Laserfiche Cloud. The Laserfiche Cloud license introduces a straightforward annual fee including software licenses, hosted storage, technical support, and software updates. The licensing option provides a Software as a Service (SaaS) solution hosted on Amazon Web Services. Laserfiche offers three different tiers: Starter, Professional and Business. All Laserfiche Cloud tiers include:

- **100 GB Per User**
- **Web Client:** Enables subscription users to access content through a web browser.
- **Laserfiche Mobile:** An app (Android and Apple) that enables you to capture, upload, and securely access and work with documents inside Laserfiche while on the go.
- **Laserfiche Snapshot:** "Print" electronic documents into your repository as TIFF images with this virtual printer. Laserfiche Snapshot works as though you had printed the document and then scanned it back into Laserfiche but allows you to skip the step of making a physical printed copy.
- **Direct Share:** Allows you to share content from the Laserfiche repository with external users through the Web Client or Mobile App. When you send documents through direct share, the recipient will receive a unique and anonymized URL that they can use to access the files for a limited time. You can add a password and specify the number of days until the URL expires. The sender will receive notifications when the content is viewed, and a repository administrator can see the status of who shared it, with whom, and if/when it was accessed.
- **Audit Trail:** Track activities performed in a Laserfiche repository and generate reports. Auditing helps to show compliance with legal regulations and contributes to the security of the Laserfiche repository.
- **Automated text extraction:** Automatically extract specific text.
- **Import Agent with Email Archive:** A tool for automatically importing files into the Laserfiche repository from a Windows folder, and the Email Archive allows you to automatically archive emails to Laserfiche. Email Archive can extract and assign metadata to the emails saved in Laserfiche, as well as extract and save attachments and the email's distribution list file.
- **Industry-Leading Data Encryption:** For data in transit over public networks, Laserfiche Cloud uses TLS encryption, and AES-256 encryption is utilized for data-at-rest, including backups. Documents are backed up 6x a day with the most recent 3 backups available for a minimum of 14 days.
- **Multi-factor authentication:** Multi-factor authentication can be enabled for a Laserfiche Cloud user account.
- **Single sign-on:** Laserfiche Cloud supports single sign-on with Active Director Federation Services (AD FS) and Security Assertion Markup Language (SAML).
- **Intrusion Detection:** Laserfiche Cloud utilized host-based intrusion detection systems to reduce the risk of data theft by individuals or organizations attempting to gain unauthorized access.
- **Microsoft Office Integration:** Integration with Microsoft Office® Suite. Allows for direct content import as well as indexing capabilities. As a part of this integration, emails and attachments stored in Outlook can be imported to the repository with a single click and auto indexed with information such as sender, subject, time received, etc.
- **Integration with SharePoint:** The SharePoint Integration (SPI) is built on the power of Laserfiche Web Client, a Section 508-compliant thin client that reduces installation, support, and maintenance requirements. The integration requires an on-premises installation of SharePoint.

## LASERFICHE CLOUD BUSINESS

Please refer to the [Pricing](#) section to determine which package was quoted. This functionality provides many tools to automate business processes and reduce manual work:

- **Process Automation:** A unified feature set to digitize and automate business processes. These tasks include moving documents, extracting, and inputting data, setting deadlines and more.
  - **Business Process Designer:** Diagram business processes through the process modeler, which is based on business process model and notation (BPMN) standards.
  - **Workflows:** Build processes to extract data, route documents, automate activities, assign team and individual tasks, extract data, route documents, and more without requiring code.
  - **Business Processes & Forms:** Forms allow process managers to create and publish web forms with an intuitive forms management system without requiring coding or scripting.
    - Attractive forms can easily be created with preconfigured templates or can be customized with editable fonts, colors, uploaded images, and layouts.
    - Drag-and-drop form elements include fields, check boxes, and radio buttons to collect the exact information needed in the precise format required.
    - Payment collection allows payment to be collected with Braintree and Authorize.Net payment gateways.
    - Automatically apply bulk annotations such as highlights, redactions, strikethroughs, and underlines across documents processed through workflows.
    - Read barcodes on documents as part of automated workflows to better streamline document capture
  - **Starting Events:** Define how and when processes start.
  - **Business Rules:** Easily define and manage business policy logic such as decision tables and formulas, in a centralized place separately from process logic
  - **Data Management:** Define data structures and store data independently of processes to provide a single source of truth for data
  - **Capture Profiles:** Capture document information automatically using profiles.
- **Reporting and Analytics:** Use out-of-the-box reports or create custom reports on process data for insights to make informed decisions
- **Connector:** Provides a no-code means for integrating Laserfiche with line-of-business applications
- **Surveys:** Design custom surveys, polls, or registration forms to automatically collect information and view results without creating processes or designing reports.
- **Records Management Edition:** Process records and record folders according to a life cycle, through creation, retrieval, storage, and disposition.
- **Quick Fields Complete with Agent:** An advanced automated data capture solution. The complete suite of modules for Quick Fields are included along with Agent that allows scheduled automated processing sessions around the clock, without operator intervention.
- **Workflow Bots:** Use robotic process automation technology to let you easily configure software bots to automate repetitive, routine work between multiple systems.
- **Laserfiche Integration with DocuSign:** Initiate a signing process from within Laserfiche Cloud. Users may select the type of signing process they are initiating and attach documents that need to be a part of that process. Once the signing process is complete, documents are imported back into the Laserfiche Repository from DocuSign as new versions of the un-signed document. Information captured during the signing process may be mapped to Laserfiche metadata fields.
- **Public Portal:** With unlimited views, share documents with people outside the organization, providing read-only access to specific documents without signing in.
  - **Note:** Only one security profile is included.
- **Forms Portal:** With unlimited submissions, allow non-authenticated users to view and submit public starting forms.

- **Integrations with CRMs:** Laserfiche Cloud includes integrations with Microsoft Dynamics 365, Salesforce and Redtail CRMs.

## LASERFICHE CLOUD BUSINESS ADD-ONS

- **Additional Storage**
- **Participant Users:** For employees in need of read-only repository access and the ability to participate in forms processes. Education Participants are available for educational institutions.
- **Community Users:** For non-employees and non-contractors. Provides read-only repository access and ability to participate in forms processes (i.e., Vendor Management, Residents).
- **Smart Invoice Capture:** Smart capture uses machine learning technology to automatically capture information from any invoice, specifically the invoice date, invoice number, purchase order number and total amount due.
- **Laserfiche Vault:** A solution package that supports financial services firms' compliance with SEC Rule §17a-4 using services and cloud-based features that provide a secure and accurate system of records.
- **Certified Integration with SAP ArchiveLink:** Allows you to configure a Laserfiche repository as a content repository in SAP. Archive content from SAP in Laserfiche as well as search, retrieve, update, and delete archived content.
- **Integration with LaserApp:** This is a third-party application that helps Financial Services clients fill out and file forms. Using the Laserfiche integration with Laser App, you can then store those forms in Laserfiche, and extract information from your forms to populate Laserfiche metadata.
- **Laserfiche for Ricoh MFD:** A single integrated solution in which scanning, searching, browsing, and printing from the Laserfiche Server can be performed.
- **Ellucian Banner Integration through Ethos:** The integration supports pre-populating registrar forms created in Business Process and updating records in Banner with course or student personal information through Workflow.

## SUPPLEMENTAL SUPPORT PACKAGES

As Client's first-tier solution provider, MCCi provides multiple options for technical support. Client's annual renewal covers application break/fix support, version downloads, and continued educational resources. MCCi offers supplemental support packages to cover remote training, basic configuration services, and maintenance of existing business processes. MCCi's Managed Support Services (MMSS) or Process Administration Support Services (MPASS & MPASS2) packages are strongly encouraged to be included with every renewal. Supplemental Support Packages are annual subscriptions and pricing is based on the package purchased and an advanced discounted block of hours, which expire on the same date as Client's annual renewal. MMSS pricing for the advanced block of hours is based on MCCi's Support Technician II hourly rate discounted by 10%. MPASS and MPASS2 pricing for the advanced block of hours is based on MCCi's Application Support Analyst hourly rate discounted by 10%.

### LASERFICHE

Description	MCCi's Managed Support Services	MCCi's Process Administration Support Services	
	MMSS	MPASS	MPASS2
Easy access to MCCi's team of Certified Technicians for application break/fix support issues (i.e., error codes, bug fixes, etc.) <sup>+</sup>	■	■	■
Remote access support through web conferencing service <sup>+</sup>	■	■	■
Access to product update version and hotfixes (Client Download) <sup>+</sup>	■	■	■
24/7 access to the Laserfiche Support Site and Laserfiche Answers discussion forums <sup>+</sup>	■	■	■
Additional Remote Basic Training	■	■	■
Additional System Settings Consultation	■	■	■
Assistance with Implementation of Version Updates	■	■	■
Annual Review (upon Client's request) of Administration Settings	■	■	■
Priority Offering of Laserfiche CPPs & Laserfiche Empower Registration Scholarships	■	■	■
Configuration and maintenance of <i>basic</i> business processes and MCCi packaged solution utilizing Laserfiche Forms and Workflow	■	■	■
Configuration of Laserfiche Quick Fields sessions	■	■	■
Basic Records Management Module Overview Training	■	■	■
Administration Configuration Services	■	■	■
Dedicated Certified Professional		■	■
Proactive recurring consultation calls upon the Client's request		■	■
Annual Review of business process configurations			■
Institutional Knowledge of Client's Solution			■
Maintenance of MCCi/Client configured <i>complex</i> business processes			■
Ability to schedule after-hours upgrades Monday-Friday 8 am to 10 pm ET and Saturday-Sunday from 12 pm to 4 pm ET			■
Basic JavaScript, CSS, and Calculations for Laserfiche Forms <sup>+</sup>			■

<sup>+</sup> Client's Support/Subscription Renewal includes these benefits, regardless of whether a supplemental package is purchased.

\* Excludes the development of new integrations, large-scale development projects, and SQL queries. Excludes maintenance of custom-built integrations, or any item not purchased from MCCi.

\*\* **Hours:** MCCi allows clients to use their hours for a multitude of services, if a request will not start a service that cannot be completed with the

hours available. None of the packages listed above are intended to be utilized to configure a new *complex* business process. In those instances, a separate SOW is required.

#### **CLIENT RESPONSIBILITIES (All Packages)**

- For self-hosted (applications hosted by Client) solutions: Configuring/maintaining backups and any general network, security, or operating system settings outside of Client's solution.
- Managing application-level security.
- Managing and creating retention policies related to Records Management Module.
- Providing an IT contact (internal or third-party) for MCCi to work with as necessary.
- Providing remote access capabilities as needed. If the Client requests MCCi to have unattended access, the Client assumes all responsibility for the related session(s). The Client will work with MCCi to set up user profiles, user tags, etc. to allow desired security rights/access.
- Creating/providing process diagrams (and any other necessary paperwork/examples).

## **SUPPLEMENTAL SUPPORT PACKAGE DEFINITIONS**

#### **ADDITIONAL REMOTE TRAINING**

Additional web-based training is conducted to train new users or as refresher training for existing users.

#### **ADDITIONAL SYSTEM SETTINGS CONSULTATION**

MCCi offers additional best practices consultation that includes recommendations for adding additional departments, additional types of indexing, etc.

#### **REMOTE IMPLEMENTATION OF VERSION UPDATES**

While Client's renewal includes version updates, implementation of those updates is sometimes overlooked. With the addition of MMSS, MCCi is at Client's service to directly assist with implementing software updates such as minor updates, quick fixes or point releases. Dependent on the complexity and the Client's specific configurations, major software upgrades may or may not be covered and should be discussed with Client's Account Management Team.

#### **ANNUAL SYSTEM REVIEW & ANALYSIS**

MCCi will access Client's system to review how Client's organization uses Client's solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.

#### **LASERFICHE CERTIFICATIONS**

Priority offering of complimentary Laserfiche certifications, based on availability.

#### **LASERFICHE CONFERENCE REGISTRATION**

Priority offering of complimentary Laserfiche Empower registration, based on availability.

#### **CONFIGURATION AND MAINTENANCE OF BASIC BUSINESS PROCESS**

Utilizing Laserfiche Forms and Workflow, MCCi will assist with the configuration and maintenance of *basic* business processes. A basic business process requires minimal configuration and virtually no institutional knowledge of the Client's business process, allowing an MCCi Application Support Analyst to assist with configuration, support, and maintenance of the process. Examples include Filing Workflows, simple Forms, or approval/notification workflows that have few routing steps, no integration, and little to no database lookups.

**MAINTENANCE OF MCCi PACKAGED SOLUTION:** MCCi will assist with maintenance with a solution MCCi has created for a market that has a specific business process automation use.

#### **CONFIGURATION OF LASERFICHE QUICK FIELDS SESSIONS**

Using Client's current Quick Fields modules, MCCi will configure Quick Fields sessions, excluding custom scripting, custom calculations, etc.

#### **BASIC RECORDS MANAGEMENT MODULE OVERVIEW TRAINING**

MCCi will provide refresher overview training of the records management module. Initial training cannot be performed under this support level.

#### **ADMINISTRATION CONFIGURATION SERVICES**

MCCi will assist with administration configuration services, including setting up users, metadata, security, etc.

#### **DEDICATED LASERFICHE CERTIFIED PROFESSIONAL**

While on MCCi's **MMSS** level, Client will have access to MCCi's team of Certified Support Professionals; with **MPASS** and **MPASS2**, Client will have a representative dedicated to Client's organization.

#### **SCHEDULED RECURRING CONSULTATION CALLS**

Upon Client's request, Client's **MPASS** representative will schedule recurring calls with Client to discuss Client's current and upcoming projects. This helps us stay on the same page with Client and ensure tasks and project milestones are being completed.

#### **ANNUAL REVIEW OF BUSINESS PROCESS CONFIGURATIONS**

MCCi will review Client's business processes to see how Client's organization uses the solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.

#### **INSTITUTIONAL KNOWLEDGE OF CLIENT SOLUTION**

Turnover within Client's organization can happen, and it is important to have a plan. Who will help Client's new solution administrator get up to speed on Client's processes and solutions in place? Leave that to us. MCCi documents Client's specific organization's usage and implemented business processes, integrations, etc., and can assist with the knowledge transfer to the new solution administrator if needed.

#### **MAINTENANCE OF MCCI/CLIENT CONFIGURED COMPLEX BUSINESS PROCESSES**

The assigned representative can maintain MCCi or Client configured *complex* business processes. A *complex* business solution is a large business process with an extensive configuration that is mission-critical to the organization. For example, minor tweaks, updates due to upgrades, process improvements, etc. can be requested. For creation of new complex Forms, Workflow, and Transparent Records Management configurations, please discuss a Business Process Configuration Service with Client's Account Executive or Account Manager.

#### **ABILITY TO SCHEDULE AFTER-HOURS UPGRADES**

Avoid MCCi's after-hours premium charge for upgrades. MPASS2 clients can schedule these anytime Monday-Friday from 8 am to 10 pm ET and Saturday and Sunday from 12 pm to 4 pm ET.

#### **BASIC JAVASCRIPT, CSS AND CALCULATIONS FOR LASERFICHE FORMS**

Excludes complex scripting.

#### **BASIC LASERFICHE WEBLINK/PUBLIC PORTAL CUSTOMIZATION**

MCCi will help customize Client's WebLink/Public Portal to meet Client's needs.

## THE TRAINING CENTER FOR LASERFICHE\*

MCCi's Training Center for Laserfiche annual subscription provides an easy, cost-effective way for all users in Client's organization to access training videos for Laserfiche and ABBYY.

### BENEFITS

- 24/7 access to on-demand Laserfiche training videos and other resources
- Reduction in training expenses
- Caters to all skill levels from Basic Users to Advanced System Administrators
- Unlimited access for Client's entire organization
- User determined schedule and pacing
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption
- Instant/budgeted training available in the case of employee turnover
- Enhance Client's organization's internal Laserfiche training program

*\*The Training Center subscription gate is based on Laserfiche user counts*

## SERVICE LEVEL AGREEMENT (SLA)\*

MCCi's SLAs are offered as additional options to Client's annual support/subscription. An SLA offers clients escalated response times depending on the severity of the support issue, as well as other additional benefits. The SLA documentation and pricing is readily available upon request. MCCi currently has two separate SLAs available:

- Infrastructure Hosting
- Application Support (Client Self-Hosted)
- Application Support (Cloud Applications)

*\*Full SLA document is available upon request*

*[remainder of page left intentionally blank]*

# ESTIMATE



3717 Apalachee Parkway, Suite 201  
 Tallahassee, FL 32311  
 850.701.0725  
 850.564.7496 fax

**Client Name:** City of Burnet  
**Client Address:** PO Box 1369, Burnet, TX 78611  
**Estimate Number:** 31622  
**Estimate Type:** Platform Change

**Quote Date:** May 6, 2024

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Annual Total</i>
<b><u>LASERFICHE CLOUD ANNUAL SUBSCRIPTION - BASIC</u></b>			
<input checked="" type="checkbox"/> LF Cloud Municipality Site License (<10k Population)	1	\$3,100.00	\$3,100.00
<input checked="" type="checkbox"/> Laserfiche Cloud Records Management Subscription	1	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud Quick Fields Complete with Agent Subscription (10-Pack)	1	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud Workflow Bots Subscription	1	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud Direct Share, Up to 200MB	1	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud Advanced Audit Trail Subscription	1	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud Unlimited Public Portal	1	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud Forms Portal Subscription (Unlimited Submissions Per Month)	1	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud SDK Subscription	1	Included*	Included*
<b><i>Laserfiche Annual Recurring Subscription Subtotal</i></b>			<b><i>\$3,100.00</i></b>
<b><u>MCCi SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION</u></b>			
<input checked="" type="checkbox"/> MCCi Managed Support Services for Laserfiche (MMSS)	1	\$2,295.00	\$2,295.00
<i>Client needs are estimated based on the current components provided herein: up to 15 hours that will expire at the end of your renewal term.</i>			
<input checked="" type="checkbox"/> Training Center for Laserfiche Site License, Population Less than 10,000	1	\$450.00	\$450.00
<input checked="" type="checkbox"/> MCCi SLA for Laserfiche Site License, Population Less than 10,000	1	\$600.00	\$600.00
<b><i>MCCi Supplemental Support Services Annual Recurring Subscription Subtotal</i></b>			<b><i>\$3,345.00</i></b>
<b>GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION</b>			<b>\$6,445.00</b>

<i>Service Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Total</i>
<b><u>MCCi PROFESSIONAL SERVICES - STATEMENT OF WORK</u></b>			
<input checked="" type="checkbox"/> Self-Hosted Data Migration to Laserfiche Cloud <i>Please see detailed Exhibit A: Statement of Work (SOW).</i>	1	\$11,475.00	\$11,475.00
<b><i>Professional Services Subtotal</i></b>			<b><i>\$11,475.00</i></b>

<b>GRAND TOTAL - ONE-TIME SERVICES</b>	<b>\$11,475.00</b>
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**EXISTING LASERFICHE SOFTWARE SUPPORT CREDIT**

<input checked="" type="checkbox"/> Laserfiche Avante Server for SQL Express with Workflow	-1		
<input checked="" type="checkbox"/> Laserfiche Avante Starter Audit Trail	-11		
<input checked="" type="checkbox"/> Laserfiche Avante Named Full User with Snapshot and Email	-11		
<input checked="" type="checkbox"/> Laserfiche Avante Web Client	-11		
<input checked="" type="checkbox"/> Laserfiche Software Support Credit Proration	1		
<input checked="" type="checkbox"/> <b><i>Existing Laserfiche Software Support Credit Total</i></b>			<b><i>(\$955.53)</i></b>

**EXISTING MCCi SUPPORT/SUBSCRIPTION CREDIT**

<input checked="" type="checkbox"/> Managed Support Services	-1		
<input checked="" type="checkbox"/> Training Center for Laserfiche (10-24 Users) On-Premise	-1		
<input checked="" type="checkbox"/> MCCi Supplemental Support/Subscription Services Credit Proration	1		
<b><i>Existing MCCi Supplemental Support/Subscription Credit Total</i></b>			<b><i>(\$1,054.16)</i></b>

<b>GRAND TOTAL - ESTIMATED EXISTING SUPPORT CREDIT</b>	<b>(\$2,009.69)</b>
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<b>TOTAL LASERFICHE PROJECT COST</b>	<b>\$15,910.31</b>
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***All Estimate Quotes Expire 30 Days from Quote Date***

*\*Products shown as "Included" will be implemented and configured ONLY if the applicable MCCi Service Package(s) is included on the order, or product(s) can be implemented and configured at a later date with the purchase of the applicable service package(s).*

*NOTE: The information presented in this document is based on the results of MCCi and Client's collaborative preliminary discovery thus far and merely serves as an estimate to be used for planning purposes. As planning and discovery continue, the project scope and costs may change to meet the specific needs of the Client. MCCi will present a formal detailed pricing proposal and project scope for approval prior to the start of any project. This is not a formal quote. Additional services will likely need to be included based on required discovery session.*

# Exhibit A: Statement of Work

**City of Burnet, TX**

Self-Hosted Data Migration to Laserfiche Cloud

Issued: May 6, 2024  
*Valid for 30 days*



## STATEMENT OF WORK ("SOW")

---

This Statement of Work (including appendices hereto, the ("SOW")) is part of Client's Master Agreement with MCCi (the "Master Agreement") and will serve as an Exhibit to the Order. If there is any conflict or inconsistency between the provisions of this SOW and the Master Agreement, the provisions of the Master Agreement shall apply unless the discrepancy is specifically called out within this SOW in which case this SOW shall control solely with respect to such conflict or inconsistency. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Master Agreement. In consideration of the foregoing and of the mutual covenants and promises set forth herein, MCCi and Client agree as follows:

## BACKGROUND

---

Client is currently using Laserfiche Avante in a self-hosted environment. The current infrastructure is on a older operating system that is no longer receiving security updates from the manufacturer. This project will transition the current Laserfiche system over to Laserfiche's SaaS (Software as a Service) offering, Laserfiche Cloud. By transitioning to Laserfiche Cloud the organization gains access to an industry leading SaaS based Enterprise Content Management (ECM) offering while also removing the infrastructure administration and management responsibilities related to Laserfiche off the organization.

## PROJECT OBJECTIVES

---

- Project Kickoff and Staging
- Discovery/Requirements Gathering
- Self-Hosted Data Transfer to MCCi Environment for Migration Preparation
- Data Migration to Laserfiche Cloud
- Alpha Testing/User Acceptance Testing
- Solution Acceptance and Project Closeout

*[remainder of page left intentionally blank]*

# PROJECT STAKEHOLDERS

## GENERAL INFORMATION

PROJECT NAME	PROJECT MANAGER	MCCi SINGLE POINT OF CONTACT
Self-Hosted Data Migration to Laserfiche Cloud	TBD	Chad Walters

## MCCi SOW PREPARATION INFORMATION

NAME	TITLE	EMAIL	PHONE NUMBER
Nathan Whicker	Lead Solutions Architect	<a href="mailto:nwhicker@mccinnovations.com">nwhicker@mccinnovations.com</a>	(850) 701-0725

## CLIENT DECISION MAKER

NAME	TITLE	EMAIL	PHONE NUMBER
Kelly Dix	City Secretary	<a href="mailto:kdix@cityofburnet.com">kdix@cityofburnet.com</a>	(512) 715-3209

## CLIENT PROJECT STAKEHOLDERS

NAME	TITLE	EMAIL	PHONE NUMBER
Kelly Dix	City Secretary	<a href="mailto:kdix@cityofburnet.com">kdix@cityofburnet.com</a>	(512) 715-3209

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# MILESTONES & DELIVERABLES

MILESTONE	DELIVERABLES
<b>1: Project Kickoff and Staging</b>	<p><b>Project Kickoff:</b> MCCi team will coordinate and conduct 30-minute meeting with Client project stakeholders to review project objectives, assumptions, deliverable(s); and discuss procedures, plans, collaboration platform, roles, timeline, etc.</p> <p><b>Remote Access Set Up for MCCi Project Team:</b> Client IT contact will work with MCCi Project Manager to establish the appropriate remote server access needed for the project and according to Client's internal security protocols.</p> <p><b>Creation of Project Board:</b> MCCi Project Manager will create and manage project timelines, milestones, deliverables, communication, etc. through the Project Tool of MCCi's choosing and provide access to Client's project team.</p>
<b>2: Discovery &amp; Requirements Gathering</b>	<p>MCCi will complete requirements gathering with client stakeholders to services and deliverables specific to Milestone(s) #3 &amp; #4.</p>
<b>3: Self-Hosted Data Transfer to MCCi Environment for Migration Preparation</b>	<p>The client's current Laserfiche environment does not support the installation/use of the Laserfiche Cloud Repository Migration Utility. This milestone will facilitate the data copy of the Client's current Laserfiche data over to a server owned/managed by MCCi. This will allow MCCi engineers the ability to take the necessary steps to prepare the data for migration to Laserfiche Cloud.</p> <p><b>CLIENT DELIVERABLES</b></p> <ul style="list-style-type: none"> <li>▪ Provide a Windows account that has administrative rights to each server (can create, write, and read the various Laserfiche databases, and has administrative rights to the Laserfiche applications).</li> <li>▪ Provide unattended access to MCCi project resources for access to each server.</li> </ul> <p><b>MCCi DELIVERABLES</b></p> <ul style="list-style-type: none"> <li>▪ Provide and install the data synchronization tool on the Client's server for transfer of the current Laserfiche data over to the MCCi Processing Server.</li> <li>▪ Work with the client on initializing and monitoring the transfer of Laserfiche data over to the MCCi Processing Server.</li> <li>▪ Deactivate the Client's current Laserfiche licensing in their self-hosted system and install/activate Laserfiche on the MCCi Processing Server.</li> <li>▪ Attach the Client's data to the Laserfiche installation on the MCCi Processing Server.</li> </ul> <p><b>EXCLUSIONS</b></p> <ul style="list-style-type: none"> <li>▪ Upgrading applications on the Client's current Server</li> <li>▪ Transferring any configurations, files, or data outside of the current production Laserfiche repository.</li> </ul> <p><b>ASSUMPTIONS</b></p> <ul style="list-style-type: none"> <li>▪ MCCi processing server will be accessible to MCCi personnel <b>only</b> throughout the duration of this project.</li> <li>▪ MCCi will own and operate the data synchronization tool used to transfer the data to the MCCi processing server</li> <li>▪ Data synchronization tool will be uninstalled from the Client's self-hosted server at the completion of the data transfer.</li> <li>▪ Client's Laserfiche licensing will be deactivated from the current self-hosted production server and used to license the Laserfiche instance on the MCCi processing server .</li> </ul>

<p><b>4: Data Migration to Laserfiche Cloud</b></p>	<p>MCCi's Data Migration to Laserfiche Cloud Package is designed to migrate an existing self-hosted Laserfiche system to a new Laserfiche Cloud environment.</p> <p><b>CLIENT DELIVERABLES</b></p> <ul style="list-style-type: none"> <li>▪ Purchase a Laserfiche Cloud license that includes the features and data needed to migrate the self-hosted system.</li> </ul> <p><b>MCCI DELIVERABLES</b></p> <ul style="list-style-type: none"> <li>▪ Migrate a single (1) repository to the Laserfiche Cloud system</li> <li>▪ Assist Client with switching one (1) installation of a self-hosted application (Windows Client, Quick Fields, Import Agent, etc.) to work with Laserfiche Cloud</li> <li>▪ Perform basic software deployment testing</li> <li>▪ Upgrade one existing installation of Laserfiche Server to the latest version.</li> </ul> <p><b>EXCLUSIONS</b></p> <ul style="list-style-type: none"> <li>▪ Upgrading Laserfiche applications except for the Laserfiche Server</li> <li>▪ Upgrading SQL Server</li> <li>▪ Migration of Laserfiche workflows, Laserfiche Forms Business Processes, or multiple repositories</li> <li>▪ Migration or installation of Quick Fields Sessions</li> <li>▪ Switching Windows users or groups to Repository users or groups</li> <li>▪ Migrating repositories over 400 GB (volumes + SQL database)</li> </ul> <p><b>ASSUMPTIONS</b></p> <ul style="list-style-type: none"> <li>▪ Data will be migrated from the MCCi Processing Server from Milestone #3.</li> <li>▪ Data is being migrated to a new Laserfiche Cloud system.</li> <li>▪ During the migration of the self-hosted system to Laserfiche Cloud, both systems will be unavailable.</li> </ul>
<p><b>5: Alpha Testing/User Acceptance Testing</b></p>	<p>MCCi will complete Alpha testing of the delivered solutions to ensure they function based upon the outlined design. Client Testing Team will execute User Acceptance Testing (UAT). Client is responsible for fully testing configurations prior to going live. Client will have 2 weeks (10 business days) to complete UAT.</p>
<p><b>6: Laserfiche Administrator Training – Half Day</b></p>	<p>MCCi's Administrator Training is available as a single half-day session. The goal is for your organization to have a trained repository administrator. The single half-day session focuses on ongoing management of the repository with a focus on user management, troubleshooting user permissions, monitoring and auditing user activity, and managing metadata. The complete list of training topics is listed below.</p> <ul style="list-style-type: none"> <li>▪ User Management &amp; Security</li> <li>▪ Monitoring User Activity</li> <li>▪ Licensing</li> <li>▪ Metadata Management</li> <li>▪ Repository Architecture Overview</li> <li>▪ Cloud Navigation</li> <li>▪ General Repository Settings</li> <li>▪ Folder Security</li> <li>▪ Recycle Bin Settings</li> </ul> <p><b>CLIENT DELIVERABLES</b></p> <ul style="list-style-type: none"> <li>▪ Have a license available for each attendee participating in the training</li> <li>▪ Have access point for each attendee (laptop, desktop application, etc.)</li> <li>▪ Provide the requisite IT system access</li> </ul> <p><b>MCCI DELIVERABLES</b></p> <ul style="list-style-type: none"> <li>▪ Provide one (1) training session for three (3) hours</li> </ul>

	<ul style="list-style-type: none"> <li>▪ Provide Repository Administration training according to the level of package purchased</li> <li>▪ Provide training for up to six (6) users per session</li> </ul> <p><b>ASSUMPTIONS</b></p> <ul style="list-style-type: none"> <li>▪ Attendees have either attended a Laserfiche User Training or have requisite prior user experience</li> <li>▪ A single half-day onsite training will be accompanied by other training packages</li> </ul> <p><b>EXCLUSIONS</b></p> <ul style="list-style-type: none"> <li>▪ MCCi is not responsible for customizing training materials for the client.</li> </ul>
<b>7: Solution Acceptance and Project Closeout</b>	Client will go fully live with the solution. A formal wrap-up call will be held to transition Client to their MCCi Account Management and Support team.

**EXCLUDED**

**GENERAL**

- MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- MCCi is not responsible for creating or maintaining a backup and recovery plans.
- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to configuration changes made by Client's team prior to system Handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.
- MCCi is not responsible for anything not expressly included in this SOW.

# SOW ASSUMPTIONS

The following assumptions serve as the basis for this SOW. Any service or activity not described in this SOW is not included in the Scope of services to be provided. Variations to the following may impact the SOW's cost and/or schedule justifying a Change Order (defined below).

## DELIVERABLE ACCEPTANCE CRITERIA

MCCi's completion of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

## GENERAL

- Client agrees that the work schedule described herein represents MCCi's current best estimate and is subject to possible change due to circumstances beyond MCCi's direct control and/or new or additional information discovered during the course of the project. Further, Client understands and acknowledges that MCCi's ability to meet such work schedule is dependent upon, among other things, the accuracy of the assumptions and representations made by Client, the timeliness of Client business decisions, and the performance of Client and Client's vendor personnel in meeting their obligations for this project and in accordance with this SOW.
- If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with a potential impact analysis of timeline and budget within five (5) business days of identification.
- Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client shall provide MCCi accurate data throughout the requirements gathering process.
- Client is responsible to ensure that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required to support the Business Process Configuration, related software, etc.
- Any additional software licensing needs related to this service/process configuration have not been considered or included as part of this SOW. Client is responsible for ensuring that the required software licensing is available.
- If the Services require MCCi to access or use any third party software products provided or used, Client warrants that it shall have all rights and licenses of third parties necessary or appropriate for MCCi to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and against any claims, actions, demands, lawsuits, damages, liabilities, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) to the extent arising from MCCi's access to or use of such third party products.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a Change Order for time spent by MCCi on retraining, reeducating, or changes in direction.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the Services will, on reasonable notice: (i) be available to assist MCCi' personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under this SOW; and (iii) be available to assist MCCi with any other activities or tasks required to complete the Services in accordance with this SOW.

- The Post-Implementation Configuration Assistance is intended to incur no more than 10 hours over the 30-day period. This assistance is intended to aid in transitioning Client to MCCi Support.
- **All Services pricing assumes the Client will grant MCCi unattended access** to the required infrastructure for the project. Unattended access requires the following:
  - Either a VPN connection with proper credentials or installation of on-demand remote access software utilized by MCCi.
  - Connections that can be made by an assigned MCCi Project Team without intervention from the Client from the hours of 8:00 AM ET to 8:00 PM ET.
  - A Windows Domain account assigned exclusively to the assigned MCCi Project Team, with passwords provided, that has administrative access to all infrastructure being serviced for purposes of the project.
  - A Windows Domain account, and complete access to that account including the password, for the service account to be used with any installed software products.
  - **Failure to provide this access will result in a Change Order increasing the cost to Client and timeline of the project.**
- Projects enter "On-Hold" status when (i) Client requests a delay in starting a new project, or (ii) Client is unresponsive for more than 15 business days during an active project. On-Hold status will remain until a new project start date is mutually agreed upon, or until Closed. MCCi may elect to Close the project due to project remaining On-Hold for more than 35 business days.
- Projects that are Closed prior to completion, will be billed for any progress made to date and the MCCi project team will no longer be assigned to the project. Billing for progress made to date is based on the number of hours worked or the estimated percentage of the project that has been completed, whichever is greater. Subsequently, a new order is required to restart a Closed project, and to have new MCCi project resources assigned.
- Client will provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.
- MCCi will conduct a project kickoff call with Client to set objectives and review systems/processes used.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- TLS 1.2 is configured on all Laserfiche servers.
- Firewall ports will be opened for and unattended remote access on all necessary servers will be granted to MCCi.
- All services will be performed Monday – Friday, 8 am to 5 pm EST.
- MCCi will only provide recordings of trainings or meetings if requested in advance. Requested recordings will be available through the Training Center for Laserfiche.
- Client will acquire, install, and setup TLS certificates that meet application requirements.
- Purchase of Managed Cloud services may cover some of these assumptions/deliverables.
- Client will ensure previously agreed upon scheduled trainings are attended by their staff. For cancellations or rescheduling, the minimum notice period requirement to avoid penalties is 2 calendar weeks prior to the training date. Penalties: (i) Regardless of the notification time period, if the training was to be in person and MCCi has incurred non-refundable travel expenses, client will reimburse MCCi accordingly, and (ii) If client cancels or reschedules training within 7 calendar days and no less than 48 hours from the training date, the client will forfeit half of the allotted training time, or be assessed a fee equal to 50% of the training package purchased, or (ii) If the client cancels or reschedules the training within 48 hours of the training date, or is a no show on the training date, the training package purchased will be charged in full and forfeited by the client.

## GENERAL TESTING DEFINITIONS

- Alpha Testing – Defined as internal acceptance testing performed by the project team prior to releasing the product or configuration to the Client
- Basic Deployment Testing – Defined as testing to ensure that the crucial functions of the system are operating properly, and that the deployment is stable

- Beta Testing – Defined as the testing performed to verify functionality and fulfillment of user requirements
- User Acceptance Testing – Defined as testing performed by the Client’s users to verify and accept the implemented functionality or deployment

## GENERAL EXCLUSIONS

- MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- MCCi is not responsible for creating or maintaining backups, backup plans or recovery plans.
- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to, configuration changes made by Client prior to system handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.

## LIMITED LIABILITY

If the Master Agreement is silent on each Parties’ limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.

## INSTALLATION

- Client shall be responsible for setting up, testing, configuring, and otherwise managing users and user group security, privileges, feature rights, and access rights.
- Client shall provide support for any API-related configurations and integrations being developed by its team or third parties.
- Client shall identify users participating in the business processes and ensure that appropriate user licensing has been acquired/assigned to them based on their role.
- MCCi’s technical team will be provided unattended remote access to Client’s applicable servers during the duration of the project outlined in this SOW.

*[remainder of page left intentionally blank]*

# ROLES & RESPONSIBILITIES

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## PROJECT MANAGER

Responsible for planning, organizing, managing, controlling, and facilitating communicating all phases of the project. Will work with project resources to ensure accurate scoping and timely delivery of project.

## SYSTEMS ENGINEER

Responsible for integrating project technical aspects and making information relatable to non-technical personnel. Will work through each phase of the given system and process, from plan along with expansion to validation and operation, on measurable risk assessment, regularly concentrating on performance, testing, scheduling, and budgets.

*[remainder of page left intentionally blank]*

# BILLING SCHEDULE

## FIXED FEE BILLING SCHEDULE

MCCi will bill Client based on the schedule defined below and will bill for actual out of pocket expenses incurred on a monthly basis.

Upon Achievement of the Milestone(s) Below	Invoice Amount
Kick Off	\$5,737.50
Project Close - Final Acceptance	\$5,737.50
<b>Total:</b>	<b>\$11,475.00</b>

If Client cancels this SOW between completed milestones in accordance with the Master Agreement, MCCi may invoice Client for a pro-rated share of the uncompleted milestone(s) for services actually performed through the effective date of such termination.

# PROCESS & ESCALATION

## CHANGE ORDER PROCESS

A Change Order is defined as a modification to the original contract price to complete Deliverables outlined in the SOW or a revised SOW to describe work required to fulfil the SOW. As this project progresses, it may be necessary to amend this SOW. Client understands that any change to this initial SOW will affect the fee and may extend the project completion date. If changes are required, Client will send a written request to MCCi outlining the requested change(s). MCCi will assess the change(s) and provide Client with a formal Change Order request. This Change Order will include the details of the scope change, as well as any additional cost that may be necessary in order to implement the same.

It may be necessary to halt work on this project while Client reviews the Change Order request. After reviewing and approving the Change Order request, Client must return a signed copy to MCCi before work may proceed on the project.

## ISSUE ESCALATION

Client may use the following contact information for resolution and escalation of any unresolved issues and tasks. MCCi will acknowledge escalations in writing and include steps toward resolution.

NAME	RESPONSIBILITY/ROLE	CONTACT NUMBER	EMAIL
Victor D'Aurio	Chief Operating Officer	850-701-0725 ext. 1604	<a href="mailto:victor@mccinnovations.com">victor@mccinnovations.com</a>



## Public Works

## ITEM 4.3

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

### Agenda Item Brief

**Meeting Date:** June 11, 2024

**Agenda Item:** Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING AN INTERLOCAL AGREEMENT WITH BURNET COUNTY FOR MAINTENANCE AND REPAIR OF CITY STREETS FOR THE CURRENT FISCAL YEAR: Eric Belaj

**Background:** The City of Burnet and Burnet County have partnered up over the past several years to resurface some of the streets within the city that have become dilapidated over time. The agreement is based on the County contributing labor and equipment up to \$15,000, and the City of Burnet purchasing the materials to complete the job chosen. For this year, the City is asking the county to pave asphalt several of the City Streets.

**Information:** This is simply our annual renewal of this agreement. This year's project is still to be determined.

**Fiscal Impact:** Based on the approved project, and it will be funded out of Capital Street Improvements.

**Recommendation:** Staff recommends approving Resolution R2024-45 as presented.

**RESOLUTION NO. R2024-45**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING AN INTERLOCAL AGREEMENT WITH BURNET COUNTY FOR MAINTENANCE AND REPAIR OF CITY STREETS FOR THE CURRENT FISCAL YEAR.**

**WHEREAS**, the City and County are authorized under Texas Government Code Chapter 791 to enter into agreements for the performance of governmental services and functions; and

**WHEREAS**, the Commissioner's Court has approved the attached Inter-Local Agreement for the County to provide manpower and equipment in an amount not to exceed \$15,000.00 for maintenance and repair of City Streets for the current fiscal year; and

**WHEREAS**, City Council deems it within the Public Interest to enter into said agreement.

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

**Section 1. Findings.** That the recitals to this Resolution are incorporated herein for all purposes.

**Section 2. Agreement approved.** The Inter-Local Agreement by and between the City and County of Burnet, and attached hereto, is hereby approved.

**Section 3. Authorization.** The mayor is hereby authorized to execute the attached agreement on behalf of the City and execute ancillary documents and take such action as is reasonably necessary to facilitate the purposes of this Resolution.

**Section 4. Open Meetings.** It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

**Section 5. Effective Date.** That this resolution shall take effect immediately upon its passage, and approval as prescribed by law.

**PASSED AND APPROVED** this the \_\_\_\_ day of \_\_\_\_\_, 2024.

**ATTEST:**

**CITY OF BURNET, TEXAS**

\_\_\_\_\_  
Maria Gonzales City Secretary

\_\_\_\_\_  
Gary Wideman, Mayor

INTER-LOCAL AGREEMENT BETWEEN  
BURNET COUNTY, TEXAS  
AND

THE CITY OF BURNET, TEXAS

This Agreement is made on the 11th day of June, 2024 by and between the COUNTY OF BURNET, a political subdivision of the State of Texas, hereinafter referred to as "BURNET COUNTY" and the CITY OF BURNET, a municipal corporation, hereinafter referred to as the "CITY".

WHEREAS, the Inter-local Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform government functions and services; and

WHEREAS, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, Chapters 791 of the Texas Government Code, for the performance of governmental functions and services and in accordance with Section 251.012 of the Texas Transportation Code. BURNET COUNTY will provide manpower and equipment for the project in an amount not to exceed a value of \$15,000, per state statute; and

WHEREAS, BURNET COUNTY provides these services to the citizens of BURNET COUNTY, and has the capacity to service the needs of the public citizens within the city limits of CITY; and

WHEREAS, BURNET COUNTY and CITY have investigated and determined the project discussed in this agreement would be advantageous and beneficial to both CITY and to BURNET COUNTY as public roadways are commonly used by county residents and thus said project serves a public purpose. The Burnet County Commissioners Court deems that this project results in benefits to the county; and

WHEREAS, the governing bodies of CITY and BURNET COUNTY desire to foster goodwill and cooperation between the two entities; and

WHEREAS, CITY and BURNET COUNTY, deem it to be in the best interest of both entities to enter into this Agreement relative to the project described above and for such other and additional services as the parties may subsequently agree to by the execution of separate agreements and in consideration of the mutual covenants contained herein, CITY and BURNET COUNTY agree as follows:

SERVICES TO BE PERFORMED

CITY agrees to engage BURNET COUNTY to assist the CITY with a Hot Mix Overlay on portions of First St, Second St, Third St, Fifth St. and Oak St. BURNET COUNTY will provide manpower and equipment for the project in an amount not to exceed a value of \$15,000, together with all incidental acts, procedures, and methods necessary to accomplish the ends of such project.

#### DURATION OF AGREEMENT

Unless mutually initiated, canceled, or terminated earlier than thirty (30) Days written notice, this Agreement shall commence on the date of execution and shall expire upon the completion of the work performed and the compensation being provided over a maximum one year period or September 30, 2024, whichever occurs first.

#### COMPENSATION

BURNET COUNTY recognizes that "in kind" services shall be provided by CITY in consideration of this agreement. These "in kind" services may take place in the form of various acts and contributions. Amongst these types of services, CITY may provide excess material, equipment, manpower, or other resources it may possess for use on any COUNTY project that is deemed to serve a public purpose. Such compensation shall be provided upon request of COUNTY and upon a determination by CITY that said "in kind" services are available for use by COUNTY during the duration of this agreement. CITY's "in kind" compensation shall be limited to an amount not to exceed \$15,000 in value, per state statute.

#### RELATIONSHIP OF PARTIES

The parties intend that BURNET COUNTY, in performing services specified in this agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Neither BURNET COUNTY, its agents, employees, volunteer help or any other person operating under this AGREEMENT, shall not be entitled to participate in any pension or other benefits that BURNET COUNTY provides it employees.

#### NOTICE TO PARTIES

Any notice given hereunder by either party to the other shall be in writing and may be affected by personal delivery in writing or by certified mail, return receipt requested. Notice to BURNET COUNTY shall be sufficient if made or addressed to the office of the County Judge.

Notice to CITY shall be sufficient if made or addressed to the office of its City Manager/Administrator.

#### MISCELLANEOUS PROVISIONS

Indemnification:

CITY and COUNTY each agree to the extent allowed by law to promptly defend, indemnify and hold each other harmless from and against any and all claims, demands, suits causes of action, and judgments for (a) damages to the loss of property of any person; and/or (b) health, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of incident to, concerning or resulting from the negligent or willful act or omissions of either party and their respective agents, officers, and or employees in the performance of their activities or duties pursuant to this Agreement.

Entire Agreement

This document contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no effect except in a subsequent modification in writing signed by both parties.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or part, by either party without the prior written consent of the other party. Venue shall be in BURNET COUNTY, TEXAS.

The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party presented and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extending said authority have duly passed and approved and are now in full force and effect.

EXECUTED by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on the date specified on the multiple counterpart executed by such entity.

The City of Burnet, Texas

Burnet County, Texas

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

BY: \_\_\_\_\_  
James Oakley, Burnet County Judge

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Maria Gonzales, City Secretary

IN THE COMMISSIONERS' COURT OF  
BURNET COUNTY, TEXAS

ORDER OF APPROVAL OF INTERLOCAL COOPERATION CONTRACT WITH  
the CITY OF BURNET

FOR

Assisting City with Hot Mix Overlay during FY 24

The Commissioners' Court of BURNET COUNTY, TEXAS, in compliance with §791.015 of the Texas Government Code, otherwise known as the Inter-local Cooperation Act, and before the commencement of any work to construct, improve, or repair the subject matter of an Inter-local Contract with the CITY OF BURNET hereby authorizes and approves this separate specific written approval for the proposed project. In this regard, the following provisions apply to such proposed Inter-local Cooperation Contract:

1. This approval is separate and distinct from the Inter-local Cooperation Contract itself.  
The proposed project is for BURNET COUNTY to: Hot Mix Overlay on portions of First St, Second St, Third St, Fifth St. and Oak St.
2. The Commissioners' Court of BURNET COUNTY, TEXAS specifically finds that herein described project would serve a public purpose and would be beneficial to the citizens of BURNET COUNTY, TEXAS.

Date: \_\_\_\_\_

\_\_\_\_\_  
County Judge, James Oakley

Attest:

\_\_\_\_\_  
County Clerk, Vicinta Stafford

Ex officio clerk of the Burnet County Commissioners' Court

## BURNET COUNTY 2022 PAVING INTERLOCAL

ENGINEERING

### Previous Street Paving:

- N Rhomberg
- Shady Oak
- E Kerr
- Lamon
- E Kerr
- N Pierce

## BURNET COUNTY 2023 PAVING INTERLOCAL

ENGINEERING

### Current Street Paving:

- 1<sup>st</sup> Street
- Oak PL
- 2<sup>nd</sup> Street
- 3<sup>rd</sup> Street
- 5<sup>th</sup> Street (Option)

# ENGINEERING

## Street Map

City-County 2024 Interlocal

Legend



Google Earth



## Development Services

## ITEM 4.4

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

### Action

**Meeting Date:** June 11, 2024

**Agenda Item:** Discuss and consider action: **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING VARIANCES TO THE CODE OF ORDINANCES, SECTION 98-48 – BLOCKS AND LOTS FOR THE FINAL PLAT OF CREEKFALL PHASE 1 SUBDIVISION:** L. Kimbler

**Background:** The Creekfall Phase 1 Subdivision (Exhibit A) is located along East Highway 29 just before the railroad tracts. This subdivision has developed 84 residential lots which are zoned District R-1.

Creekfall Phase 1 is made up of six residential blocks which front the newly created Creekfall Road. All six blocks exceed the allowable length in the City of Burnet's code of ordinances, Sec. 98-42, which necessitates this requested variance. Typically, variances are considered at the preliminary plat stage; however, after a review of the preliminary plat file, staff noticed that the block length requirement had not been appropriately addressed. Staff are bringing forward this variance request prior to the consideration of the Final Plat to ensure all requirements of the code are met.

The applicant has met the fire code by providing hydrants every 500 feet to ensure every building is within reach of a hydrant.

**Information:** The variance before you pertain to the requirements outlined in Code of Ordinances Sec. 98-48(1)(b) which states: "Residential blocks shall not exceed 600 feet nor be less than 300 feet in length."

The City of Burnet Code of Ordinances Sec. 98-82 states the following regarding variances to the subdivision standards:

"In granting approval of a request for variance, the Commission and Council shall conclude that the variance is not contrary to the public interest and, due to special conditions, a literal enforcement of this chapter would result in unnecessary hardship, and so that the variance observes the spirit of this chapter and concludes that

substantial justice is done. The Commission and Council shall meet these requirements by making findings that:

- a. The public convenience and welfare will be substantially served;
- b. The appropriate use of surrounding property will not be substantially or permanently impaired or diminished;
- c. The applicant has not created the hardship from which relief is sought;
- d. The variance will not confer upon the applicant a special right or privilege not commonly shared or available to the owners of similar and surrounding property;
- e. The hardship from which relief is sought is not solely of an economic nature;
- f. The variance is not contrary to the public interest;
- g. Due to special conditions, the literal enforcement of this chapter would result in an unnecessary hardship; and
- h. In granting the variance the spirit of the ordinance is observed and substantial justice is done.

**Staff Analysis:**

When the preliminary plat was approved in 2021, the block length for this development was approved along with it. This subdivision has already been developed and is seeking approval of the final plat. This item is to ensure the variance to the Code of Ordinances is appropriately documented.

Staff has evaluated the criteria outlined in the code and has determined that by providing a connection between Highway 29 and Westfall Street, which could alleviate traffic downtown, approving the variance is not contrary to the public's interest. Additionally, at the time of preliminary plat approval, the property is a long linear property surrounded by undeveloped land which necessitates the need for excess block length. The developer has made efforts to reduce the length of the blocks by providing streets for connectivity to other developments where drainage and topography allows.

**P&Z Report:**

Planning and Zoning Commission met on Monday, June 3<sup>rd</sup> and did recommend approval of the variance to the Code of Ordinances,

Section 98-48 – Blocks and Lots for the proposed Final Plat of Creekfall Phase 1 Subdivision and Resolution R2024-46 as presented.

**Recommendation:** Approve and adopt Resolution R2024-46 as presented.

## RESOLUTION NO. R2024-46

### A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING VARIANCES TO THE CODE OF ORDINANCES, SECTION 98-48 – BLOCKS AND LOTS FOR THE FINAL PLAT OF CREEKFALL PHASE 1 SUBDIVISION

**Whereas**, on March 9<sup>th</sup>, 2021, City Council has approved the application for the preliminary plat of Creekfall Phase 1 Subdivision; and

**Whereas**, Code of Ordinances, Section 98-48, imposes lengths for residential blocks within the Subdivision; and

**Whereas**, the Planning and Zoning Commission has recommended the variance be granted:

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

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

**Section two. Findings.** As required by City Code Sec. 98-82 City Council finds:

- Granting the variance is not contrary to the public interest: **approving the variance allows the connectivity between Highway 29 and Westfall Street which can help alleviate some of the traffic at the main intersection.**
- The literal enforcement of this chapter would result in unnecessary hardship: **The property is a long linear property surrounded by undeveloped land which necessitates the need for the excess block length. The literal enforcement of the code would result in unnecessary hardship and prevent the property from developing properly.**
- The variance observes the spirit of the ordinance and concludes that substantial justice is done: **Staff has determined that all other requirements of the code are adhered to and therefore, the spirit of the ordinance is observed and substantial justice is done.**

**Section three. Approval.** The variance request is hereby approved and granted.

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

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

**PASSED AND APPROVED** this the 11<sup>th</sup> day of June 2024.

**CITY OF BURNET, TEXAS**

**ATTEST:**

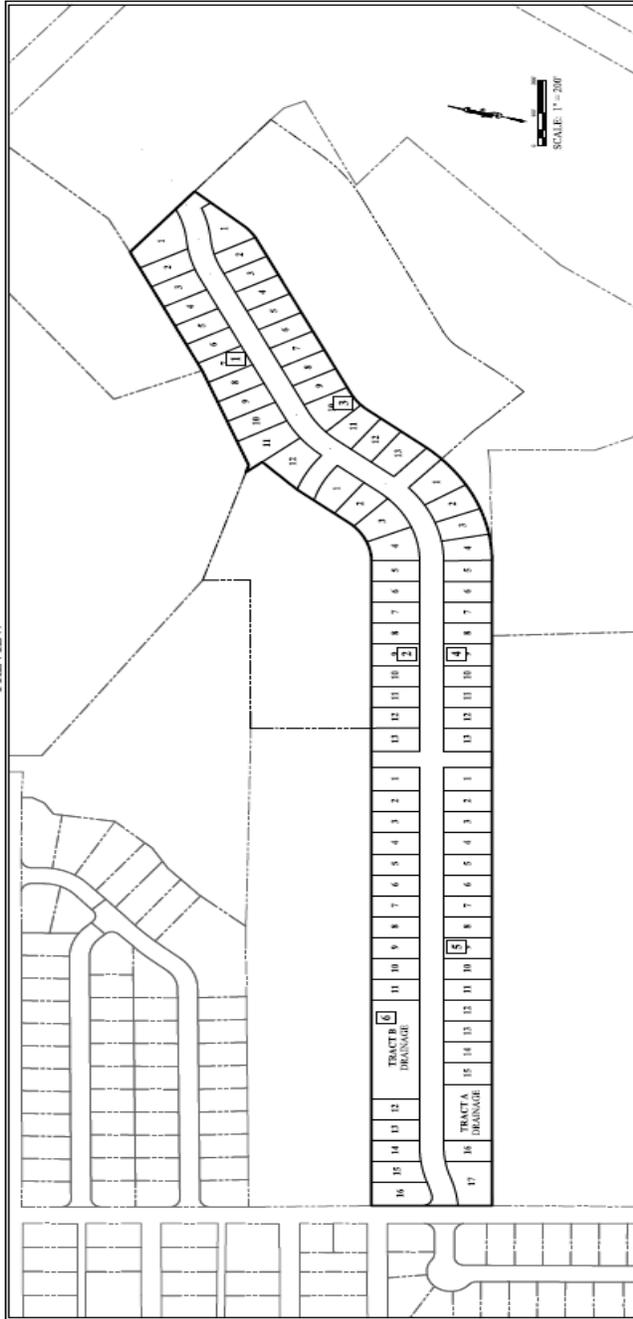
\_\_\_\_\_  
Gary Wideman, Mayor

\_\_\_\_\_  
Maria Gonzales, City Secretary

# Exhibit "A" Plat Page 1

## FINAL PLAT CREEKFALL PHASE 1 AN ADDITION TO THE CITY OF BURNET, BURNET COUNTY, TEXAS. 22.27 ACRES OUT OF THE SARAH ANN GUEST SURVEY, ABSTRACT NO. 1525, BURNET COUNTY, TEXAS.

PREVIEW



**OWNER/DEVELOPER:**  
JAD DEVELOPMENT, L.L.C., A TEXAS  
LIMITED LIABILITY COMPANY  
419 FM 1431  
MARBLE FALLS, TEXAS 78654

**ENGINEER:**  
REPUBLIC ENGINEERING &  
SURVEYING, L.L.C.  
P.O. BOX 1313  
BARKER HEIGHTS, TEXAS 76548

**SURVEYOR:**  
FROBISH LAND SURVEYING, PLLC  
P.O. BOX 1411  
BELLON, TEXAS 76013

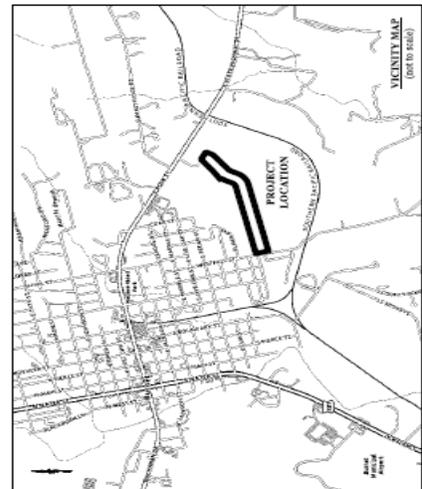


**PROJECT TOTALS:**

LOTS = 84  
TRACTS = 3  
BLOCKS = 6  
P.L.O.W. AREA = 5.08  
P.L.O.W. ANGLE = 373.03  
TOTAL ACRES = 22.27

**NOTES:**

- The bearings recited herein are grid bearings derived from GPS observations based on the NAD83(2011) State Plane Coordinate System, Texas Central Zone No. 433. All distances are horizontal surface distances. The Combined Correction Factor (CCF) = 1.0001796.
- This tract is shown to be within Zone "X" (Area of Minimal Flood Hazard), per FEMA's Flood Insurance Rate Map (FIRM) panel for Burnet County, Texas, panel number 4805000390, effective 11/01/2015. This does not imply that this tract will, or will not flood, nor does it indicate that the project is in compliance with the minimum standards required by the City of Burnet.
- No building or any other obstructions shall be placed within utility easements or water quality buffer zones.
- Building setback lines shall comply with the City of Burnet's zoning ordinance.



PLAT PAGE 1

REPUBLIC ENGINEERING & SURVEYING, L.L.C. IS AN EQUAL OPPORTUNITY EMPLOYER. TEXAS SURVEYOR LICENSE NO. 12189. FROBISH LAND SURVEYING IS AN EQUAL OPPORTUNITY EMPLOYER. TEXAS SURVEYOR LICENSE NO. 12189.





# Plat Page 4

## FINAL PLAT CREEKFALL PHASE 1 AN ADDITION TO THE CITY OF BURNET, BURNET COUNTY, TEXAS, 22.27 ACRES OUT OF THE SARAH ANN GUEST SURVEY, ABSTRACT NO. 1525, BURNET COUNTY, TEXAS.

THE STATE OF TEXAS  
COUNTY OF BURNET

The attached plat of CREEKFALL PHASE 1 has been submitted to and considered by the City Engineer of the City of Burnet, Texas and has been found to comply with the Subdivision Ordinance of the City of Burnet, Texas.

WITNESS MY HAND AND OFFICIAL SEAL this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Jess Swain, City Engineer

STATE OF TEXAS  
COUNTY OF BURNET

KNOW ALL MEN BY THESE PRESENTS, that JADE DEVELOPMENT, LLC, a Texas Limited Liability Company, being the owner of the land shown on this plat designated as CREEKFALL PHASE 1, being 22.27 acres out of the Sarah Ann Guest Survey, Abstract No. 1525, Burnet County, Texas, and being part of that called 24.61 acre tract of land as described by a deed to said owner, recorded in Document No. 202306088, Official Public Records of Burnet County, Texas, do hereby join, approve, and consent to all matters shown herein. I do hereby approve the subdivision of this subdivision plat and declare to the public use forever any statements and deeds that are shown herein.

By: \_\_\_\_\_  
Henry T. Lewis, Agent  
Jade Development, LLC, a Texas Limited Liability Company

LINE TABLE:

LINE	BEARING	DISTANCE
1-1	N 49°15'39" E	12.31'
1-2	S 49°43'31" E	48.10'
1-3	S 28°29'45" W	30.17'
1-4	S 89°58'51" E	12.17'
1-5	N 3°02'30" E	12.17'
1-6	N 51°56'21" W	31.31'
1-7	S 85°41'09" E	23.31'

THE STATE OF TEXAS  
COUNTY OF BURNET

THIS INSTRUMENT was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Henry T. Lewis, Agent for Jade Development, LLC, a Texas Limited Liability Company on behalf of said company.

STATE OF TEXAS  
COUNTY OF BELL

Notary Public for the State of Texas  
My Commission Expires: \_\_\_\_\_

By: \_\_\_\_\_  
Lester E. Frobish, P.L.L.C.  
Lester E. Frobish, P.L.L.C.  
No. 200  
State of Texas

CURVE TABLE:

CHORD POINT	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	300.00	15.00	S 59°22'09" W	5.69
C2	300.00	5.00	S 59°22'09" W	5.69
C3	300.00	104.97	S 69°25'39" W	104.42
C4	300.00	195.45	S 69°25'39" W	195.17
C5	300.00	285.93	S 69°25'39" W	285.11
C6	300.00	376.41	S 69°25'39" W	376.11
C7	300.00	466.89	S 69°25'39" W	466.88
C8	300.00	557.37	S 69°25'39" W	557.37
C9	300.00	647.85	S 69°25'39" W	647.85
C10	270.00	44.97	N 53°08'59" E	49.92
C11	153.00	45.86	S 34°12'27" W	49.64
C12	300.00	151.81	S 43°25'24" W	151.75
C13	300.00	303.62	S 43°25'24" W	303.50
C14	270.00	85.36	S 41°15'59" E	80.97
C15	270.00	85.36	S 41°15'59" E	80.97
C16	270.00	85.36	S 41°15'59" E	80.97
C17	300.00	75.57	S 31°46'19" W	75.39
C18	300.00	151.14	S 31°46'19" W	150.78
C19	300.00	151.14	S 31°46'19" W	150.78
C20	275.66	106.29	S 76°41'25" E	105.54
C21	270.00	32.24	S 27°47'59" W	32.24
C22	300.00	246.32	S 52°46'31" W	239.40
C23	270.00	105.39	S 42°23'6" W	104.73
C24	300.00	119.91	N 79°43'12" E	117.80
C25	300.00	239.82	N 79°43'12" E	235.60
C26	300.00	359.74	N 79°43'12" E	353.40
C27	300.00	479.66	N 79°43'12" E	471.10
C28	300.00	66.30	N 89°19'55" E	66.18
C29	450.51	99.51	S 39°44'42" W	99.31
C30	450.51	99.51	S 39°44'42" W	99.31
C31	450.51	181.24	S 39°44'42" W	180.22
C32	450.51	181.24	S 39°44'42" W	180.22
C33	300.00	166.41	N 13°00'41" E	166.33
C34	300.00	332.82	N 13°00'41" E	332.66
C35	300.00	59.57	N 59°12'15" E	59.49
C36	270.00	105.97	S 64°49'21" W	105.29
C37	270.00	105.97	S 64°49'21" W	105.29
C38	270.00	105.97	S 64°49'21" W	105.29
C39	300.00	105.29	S 69°12'10" W	104.73
C40	300.00	79.10	S 69°12'10" W	78.31
C41	300.00	158.20	S 69°12'10" W	156.62
C42	300.00	158.20	S 69°12'10" W	156.62
C43	300.00	158.20	S 69°12'10" W	156.62
C44	24.00	44.25	N 64°46'55" W	38.87
C45	300.00	44.25	S 41°15'59" W	44.08
C46	300.00	88.50	S 41°15'59" W	88.16
C47	300.00	132.75	S 41°15'59" W	131.24
C48	153.00	45.86	S 34°12'27" W	49.64
C49	300.00	151.14	S 31°46'19" W	150.78
C50	300.00	151.14	S 31°46'19" W	150.78
C51	450.51	58.01	S 29°24'03" W	53.00
C52	300.00	10.00	S 70°02'43" W	10.00
C53	270.00	10.00	S 70°02'43" W	10.00
C54	270.00	17.91	S 69°12'14" W	17.88
C55	300.00	2.83	N 24°17'48" E	3.87

THE STATE OF TEXAS  
COUNTY OF BURNET

The attached plat of CREEKFALL PHASE 1 has been submitted to and considered by the Planning and Zoning Commission of the City of Burnet, Texas, at its meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and it hereby recommended by such Commission to the City Council of Burnet, Texas for its consideration and approval of this plat.

By: \_\_\_\_\_  
Bert Burton, Chairman  
Planning & Zoning Commission

THE STATE OF TEXAS  
COUNTY OF BURNET

The attached plat of CREEKFALL PHASE 1 has been submitted to the City Council of the City of Burnet, Texas, at its meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and was duly considered and found to comply with the Ordinance of the City of Burnet, Texas, and the City Council of the City of Burnet, Texas, do hereby approve the dedication of the plat as shown on this plat, and the City Council of the City of Burnet, Texas, do hereby approve the dedication of this subdivision plat and declare to the public use forever any statements and deeds that are shown herein.

Attest: \_\_\_\_\_  
Kelly Dix, City Secretary

Alan Smith, Mayor

THE STATE OF TEXAS  
COUNTY OF BURNET

The attached plat of CREEKFALL PHASE 1 has been submitted to and considered by the City Engineer of the City of Burnet, Texas and has been found to comply with the Subdivision Ordinance of the City of Burnet, Texas.

WITNESS MY HAND AND OFFICIAL SEAL THIS 15th day of January, 2024.

\_\_\_\_\_  
Lester E. Frobish, P.L.L.C.  
Lester E. Frobish, P.L.L.C.  
No. 200  
State of Texas

\_\_\_\_\_  
GAYNE BRYANT OPER  
ENGINEER  
LIMITED LIABILITY COMPANY  
450 P.M. ROAD 1431  
MARBLE FALLS, TEXAS 76648

\_\_\_\_\_  
REPUBLIC  
ENGINEERING &  
DEVELOPMENT SERVICES  
P.O. BOX 1123  
HARKER HEIGHTS, TEXAS 76548

\_\_\_\_\_  
FROBISH  
LAND SURVEYING  
P.O. BOX 4411  
BELTON, TEXAS 76513

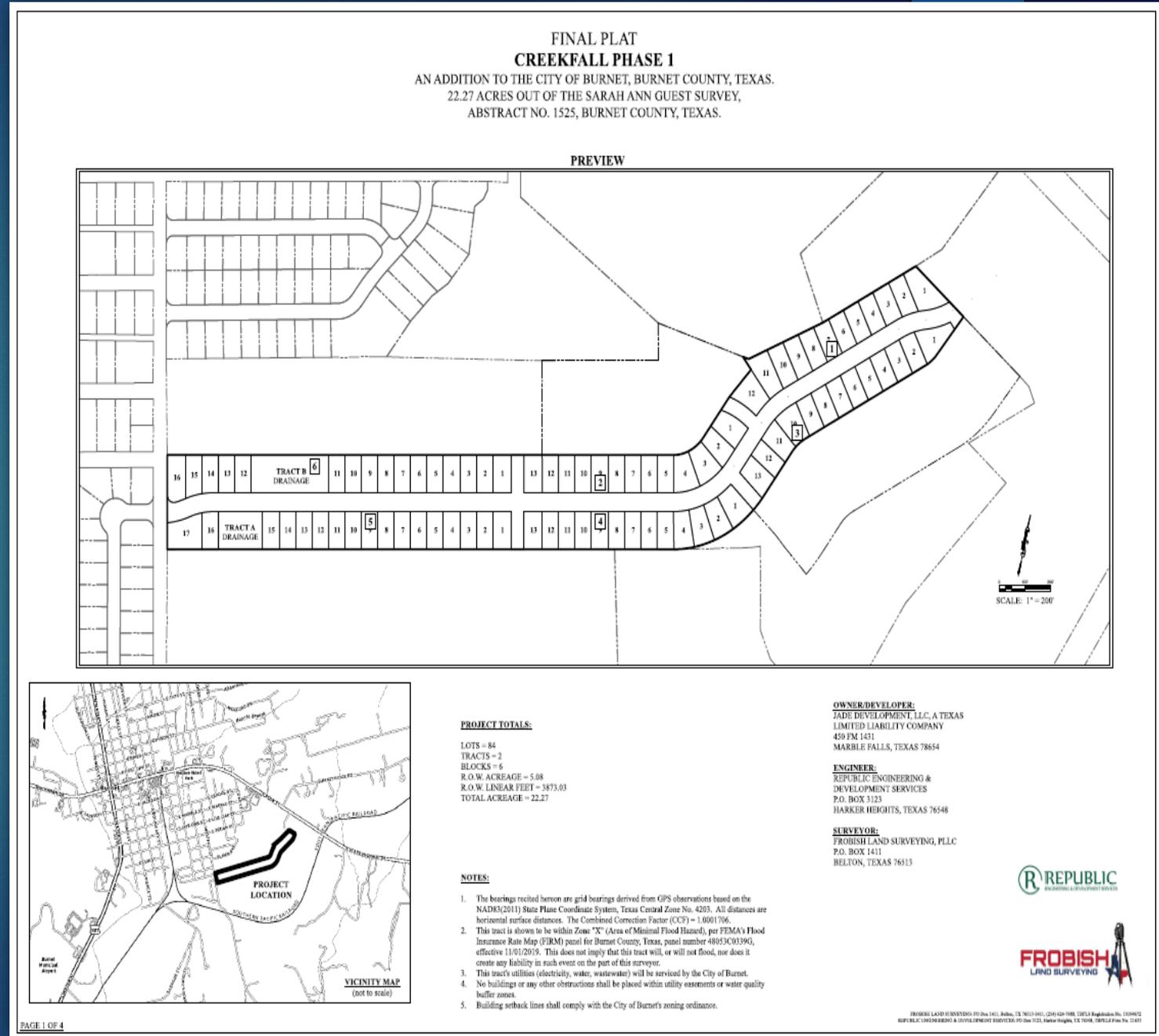
Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING VARIANCES TO THE CODE OF ORDINANCES, SECTION 98-48 – BLOCKS AND LOTS FOR THE FINAL PLAT OF CREEKFALL PHASE 1 SUBDIVISION



# Background

## Creekfall Phase 1 Subdivision

- Located East Hwy 29
- 84 residential lots – zoned R-1
- Six residential blocks
  - Exceed allowable length set forth in Sec. 98-42



# Variance Request

**Preliminary Plat approved 2021, the block length was approved.**

**Subdivision is already developed & seeking final plat approval.**

**Staff bringing item forward to ensure variance to the code is documented appropriately**

Does provide connection from Hwy 29 to Westfall – may provide some traffic relief downtown.

At Preliminary Plat, property was surrounded by undeveloped land.

Developer did make efforts to reduce the block lengths by providing streets for future connectivity where drainage and topo would allow.

Planning and Zoning Commission met on Monday, June 3<sup>rd</sup> and did recommend approval of the variance to the Code of Ordinances, Section 98-48 – Blocks and Lots for the proposed Final Plat of Creekfall Phase 1 Subdivision and Resolution R2024-46 as presented.





## Development Services

## ITEM 4.5

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

### Action

**Meeting Date:** June 11, 2024

**Agenda Item:** Discuss and consider action: **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE "FINAL PLAT" OF CREEKFALL PHASE 1 SUBDIVISION, A PROPOSED 84-LOT RESIDENTIAL SUBDIVISION CONSISTING OF APPROXIMATELY 22.27 ACRES:** L. Kimbler

**Background:** The proposed Final Plat of Creekfall Phase 1 Subdivision (Exhibit A) is a residential subdivision on approximately 22 acres. The proposed subdivision will create 84 residential lots, which are zoned District R-1, and two drainage tracts.

One new road, named Creekfall Road, has been created which will gain access from Highway 29 and Westfall Street. The subdivision also creates three additional streets to provide connectivity with the adjacent subdivisions. These three additional streets are: Desert Drive, Water Well Road, and Apple Bucket Road.

The preliminary plat was approved by P&Z and City Council in March of 2021. Construction plans for the subdivision were approved by city staff and engineer in October of 2021.

**Staff Analysis:** The proposed Final Plat of Creekfall Phase 1 Subdivision has been reviewed using Code of Ordinances Section 98-24 (Final Plats) as a guide. It has been found to comply with ordinance requirements relating to form and content; however, a few minor comments still need to be addressed prior to recordation of the plat.

At the time of submittal, the developer has not completed all necessary improvements for the subdivision; therefore, this proposed resolution is to only approve the Final Plat of Creekfall Phase 1 and not allow the recordation of the plat until such time as the public infrastructure is completed, or surety instrument guaranteeing construction of all improvements is approved, and the subdivision is preliminarily accepted by City Council.

**P&Z Report:**

Planning and Zoning Commission met on Monday, June 3<sup>rd</sup> and recommended the following motion: **Conditionally approve the Final plat of Creekfall Phase 1 Subdivision subject to the applicant resolving the following matters:**

1. Revise the street name from COKE STREET to DESERT DRIVE.
2. Update Signature Blocks [Sec. 98-24(c)(f)]
3. Show location of sidewalks [Sec. 98-24(c)(4)(g)]
4. Add drainage easements to all drainage tracts [Sec. 98-47(b)].
5. Update plat note number seven to include Phase Three.
6. Add a plat note designating the drainage tracts as lots to be maintained by the HOA [Sec. 98-61(l)].
7. Revise PUE along Lots 15, 16, and Tract A to match the utilities installed.
8. The developer is to satisfy all of the requirements for the water line easement to be valid and binding.

**Recommendation:** Conditionally approve the Final Plat of Creekfall Phase 1 Subdivision and Resolution R2024-47 as presented.

## RESOLUTION NO. R2024-47

### A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, CONDITIONALLY APPROVING THE “FINAL PLAT” OF CREEKFALL PHASE 1 SUBDIVISION, A PROPOSED 84-LOT RESIDENTIAL SUBDIVISION CONSISTING OF APPROXIMATELY 22.27 ACRES

**Whereas**, City Council has approved a preliminary plat of the Creekfall Phase 1 Subdivision; and

**Whereas**, the Planning and Zoning Commission has made its recommendation on the final plat of the Creekfall Phase 1; and

**Whereas**, the city staff and the city engineer have opined the application substantially complies with the subdivision ordinance; and

**Whereas**, the plat shall not be recorded until the internal streets and public infrastructure is completed or the applicant provides a surety instrument assuring such completion; and

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

**Section 1. Findings.** That the recitals to this Resolution are incorporated herein for all purposes.

**Section 2. Conditional Approval.** The Final Plat of Creekfall Phase 1 Subdivision is hereby conditionally approved; subject to the condition recommended by the Planning and Zoning Commission as follow:

1. Revise the street name from COKE STREET to DESERT DRIVE.
2. Update Signature Blocks [Sec. 98-24(c)(f)]
3. Show location of sidewalks [Sec. 98-24(c)(4)(g)]
4. Add drainage easements to all drainage tracts [Sec. 98-47(b)].
5. Update plat note number seven to include Phase Three.
6. Add a plat note designating the drainage tracts as lots to be maintained by the HOA [Sec. 98-61(l)].
7. Revise PUE along Lots 15, 16, and Tract A to match the utilities installed.
8. The developer is to satisfy all of the requirements for the water line easement to be valid and binding.

**Section 3. Recordation.** The final plat of the Creekfall Phase 1 Subdivision shall not be recorded in the Public Records of Burnet County, Texas, until such time as the public infrastructure contemplated by said plat is completed, or surety instrument guaranteeing

construction of all improvements is accepted, and the subdivision is preliminarily accepted by City Council.

**Section 4. Open Meetings.** It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

**Section 5. Effective Date.** That this resolution shall take effect immediately upon its passage, and approval as prescribed by law.

**PASSED AND APPROVED** this the 11<sup>th</sup> day of June 2024.

**CITY OF BURNET, TEXAS**

\_\_\_\_\_  
Gary Wideman, Mayor

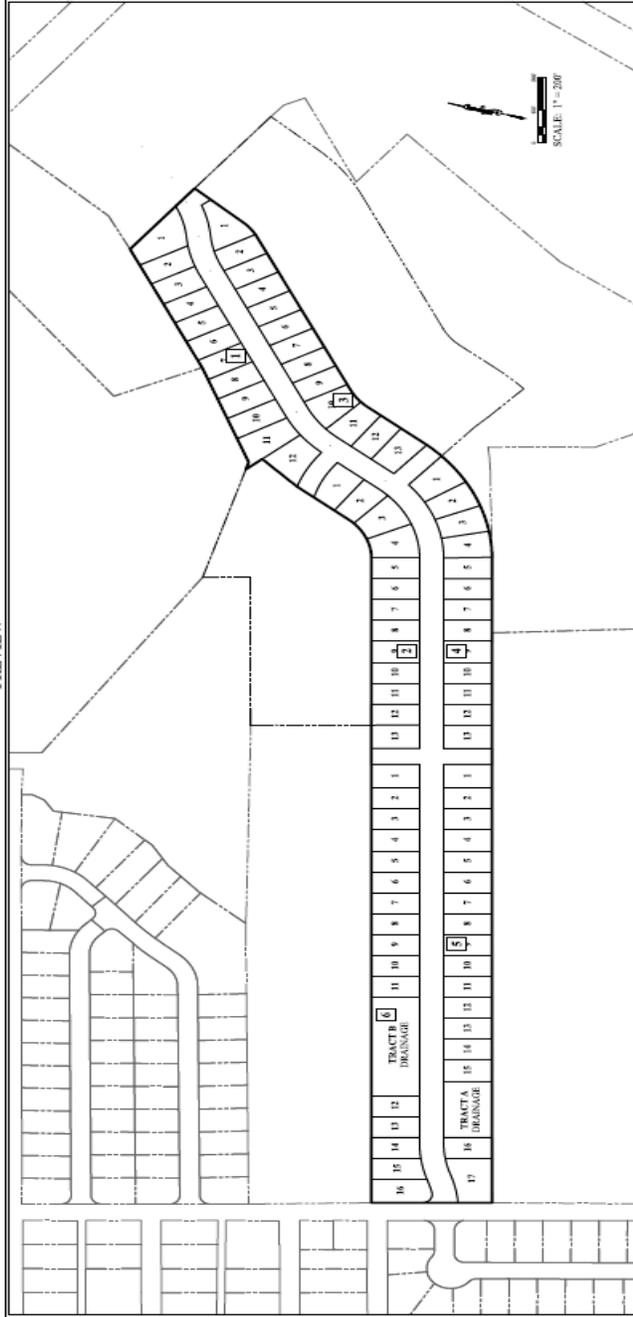
**ATTEST:**

\_\_\_\_\_  
Maria Gonzales, City Secretary

# Exhibit "A" Plat Page 1

## FINAL PLAT CREEKFALL PHASE 1 AN ADDITION TO THE CITY OF BURNET, BURNET COUNTY, TEXAS. 22.27 ACRES OUT OF THE SARAH ANN GUEST SURVEY, ABSTRACT NO. 1525, BURNET COUNTY, TEXAS.

PREVIEW



**OWNER/DEVELOPER**  
JADE DEVELOPMENT, L.L.C., A TEXAS  
LIMITED LIABILITY COMPANY  
409 M. 431  
MARBLE FALLS, TEXAS 76654

**ENGINEER**  
REPUBLIC ENGINEERING &  
SURVEYING SERVICES  
P.O. BOX 1330  
HANKER HIGHTS, TEXAS 76548

**SURVEYOR**  
FROBISH LAND SURVEYING, PLLC  
P.O. BOX 1414  
BELLON, TEXAS 76613

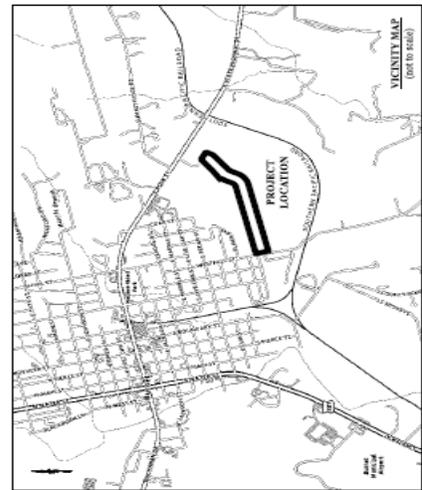


**PROJECT TOTALS**

LOTS - 84  
TRACTS - 2  
BLOCKS - 6  
CROSS ALLEYS - 6.08  
TOTAL LINEAR FEET - 3,973.03  
TOTAL ACREAGE - 22.27

**NOTES**

- The bearings received herein are grid bearings derived from GPS observations based on the NAD83(2011) State Plane Coordinate System, Texas Central Zone No. 4233. All distances are horizontal surface distances. The Combined Correction Factor (CCF) = -1.001796.
- This tract is shown to be within Zone "X" (Area of Minimal Flood Hazard), per FEMA's Flood Insurance Rate Map (FIRM) panel for Burnet County, Texas, panel number 48053C0396, effective 11/01/2015. This does not imply that this tract will, or will not flood, nor does it indicate that this tract is in any flood hazard zone.
- No utility (gas, electric, water, sewer) will be serviced by the City of Burnet.
- No building or any other obstructions shall be placed within utility easements or water quality buffer zones.
- Building setback lines shall comply with the City of Burnet's zoning ordinance.







# Plat Page 4

## FINAL PLAT CREEKFALL PHASE 1 AN ADDITION TO THE CITY OF BURNET, BURNET COUNTY, TEXAS, 22.27 ACRES OUT OF THE SARAH ANN GUEST SURVEY, ABSTRACT NO. 1525, BURNET COUNTY, TEXAS.

STATE OF TEXAS  
COUNTY OF BURNET

KNOW ALL MEN BY THESE PRESENTS, that **JADE DEVELOPMENT, LLC**, a Texas Limited Liability Company, being the owner of the land shown on this plat designated as **CREEKFALL PHASE 1**, being 22.27 acres out of the Sarah Ann Guest Survey, Abstract No. 1525, Burnet County, Texas, and being part of that called 34.61 acre tract of land as described by a deed to said owner, recorded in Document No. 20230688, Official Public Records of Burnet County, Texas, do hereby join, approve, and consent to all subdivisions and other matters herein as shown hereon. It is hereby approved and recorded in this subdivision plat and dedication to the public use forever and that these are above laws.

By: Henry T. Lewis, Agent  
Jade Development, LLC, a Texas Limited Liability Company

STATE OF TEXAS  
COUNTY OF BELL

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Henry T. Lewis, Agent for Jade Development, LLC, a Texas Limited Liability Company on behalf of said company.

Notary Public for the State of Texas  
My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF BURNET

The attached plat of **CREEKFALL PHASE 1** has been submitted to and considered by the Planning and Zoning Commission of the City of Burnet, Texas, at its meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and is hereby recommended by such Commission to the City Council of Burnet, Texas for its consideration and approval of the dedication of land for public use as indicated and approval of the plat.

By: Bret Burrows, Chairman  
Planning & Zoning Commission

THE STATE OF TEXAS  
COUNTY OF BURNET

The attached plat of **CREEKFALL PHASE 1** has been submitted to the City Council of the City of Burnet, Texas, at its meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and was duly considered and found to comply with the laws of the State of Texas and the Constitution of the City of Burnet, Texas, and the City Council of the City of Burnet, Texas hereby accepts the dedication of land for public use as indicated and approves this plat.

Attest: Kelly Dix, City Secretary  
Alan Smith, Mayor

THE STATE OF TEXAS  
COUNTY OF BURNET

The attached plat of **CREEKFALL PHASE 1** has been submitted to and considered by the City Engineer of the City of Burnet, Texas and has been found to comply with the Subdivision Ordinance of the City of Burnet, Texas.

WITNESS MY HAND AND OFFICIAL SEAL this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: Just Swainm, City Engineer

### SURVEYORS CERTIFICATE

THE STATE OF TEXAS  
COUNTY OF BURNET

I, Luther E. Frobish, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat of **CREEKFALL PHASE 1** was prepared from an actual survey made on the ground under my supervision, and that said plat is a true and correct representation of same as located in component parts on the ground.

WITNESS MY HAND AND OFFICIAL SEAL THIS 19th day of January, 2024.



Luther E. Frobish  
No. 6200  
State of Texas

**DONNER BREWER OBER**  
OWNER REPRESENTATIVE  
LIMITED LIABILITY COMPANY  
459 FM. ROAD 1431  
MARBLE FALLS, TEXAS 78648



**ENGINEERS**  
REPUBLIC ENGINEERING &  
DEVELOPMENT SERVICES  
P.O. BOX 3123  
HARKER HEIGHTS, TEXAS 76648



**SURVEYOR**  
FROBISH LAND SURVEYING, PLLC  
P.O. BOX 1411  
BELTON, TEXAS 76513

LINE	BEARING	DISTANCE
1.1	N 49°43'39" E	12.81'
1.2	S 49°43'51" E	48.10'
1.3	S 84°29'24" W	20.71'
1.4	S 89°52'05" W	12.17'
1.5	N 30°23'05" E	13.17'
1.6	N 81°06'41" W	31.39'
1.7	S 85°41'06" E	33.21'

### CURVE TABLE:

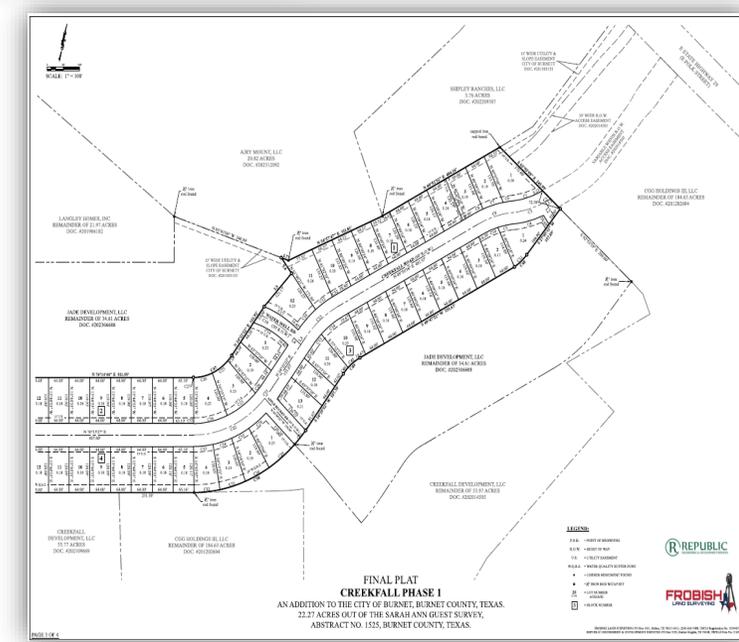
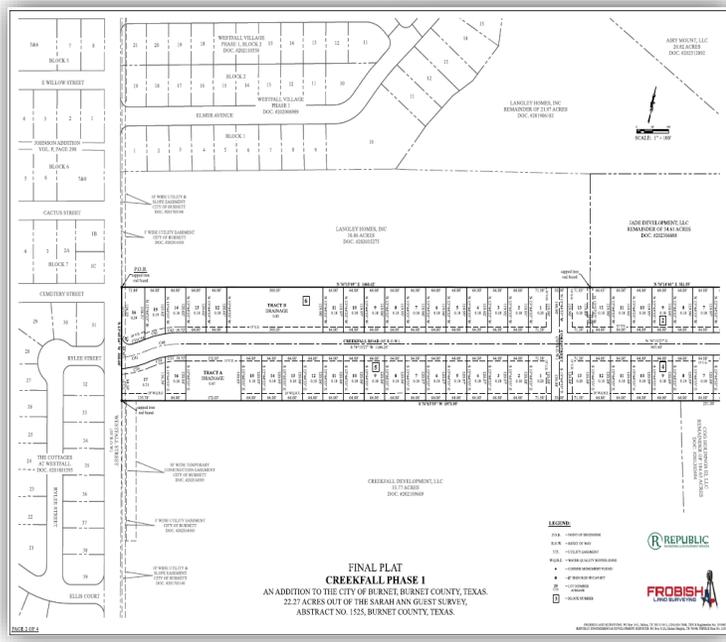
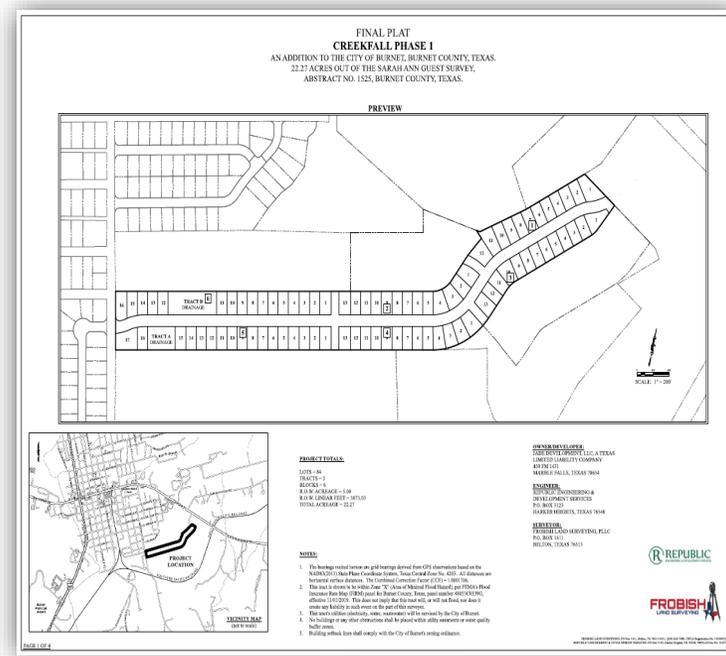
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	360.00	5.69	S 89°22'09" W	5.69
C2	360.00	5.69	S 89°22'09" W	5.69
C3	300.00	104.95	S 69°25'39" W	104.42
C4	300.00	104.95	S 69°25'39" W	104.42
C5	300.00	104.95	S 69°25'39" W	104.42
C6	300.00	104.95	S 69°25'39" W	104.42
C7	300.00	65.11	S 68°23'38" W	26.11'
C8	300.00	65.11	S 68°23'38" W	26.11'
C9	300.00	65.11	S 68°23'38" W	26.11'
C10	300.00	65.11	S 68°23'38" W	26.11'
C11	300.00	65.11	S 68°23'38" W	26.11'
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C56	300.00	65.11	S 68°23'38" W	26.11'

Discuss and consider action: : A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, CONDITIONALLY APPROVING THE “FINAL PLAT” OF CREEKFALL PHASE 1 SUBDIVISION, A PROPOSED 84-LOT RESIDENTIAL SUBDIVISION CONSISTING OF APPROXIMATELY 22.27 ACRES: L. Kimbler



# Project Details

- 22.27 acres
- 84 residential lots
- Zoned R-1
- Creekfall Road has been created which will gain access from Hwy 29 and Westfall Street
- Desert Drive, Water Well Road and Apple Buck Road have been created to provide connectivity with adjacent subdivisions.
- Preliminary approved March 21
- Construction plans approved Oct.



## Staff Analysis:

The proposed Final Plat of Creekfall Phase 1 Subdivision has been reviewed using Code of Ordinances Section 98-24 (Final Plats) as a guide. It has been found to comply with ordinance requirements relating to form and content; however, a few minor comments still need to be addressed prior to recordation of the plat.

At the time of submittal, the developer has not completed all necessary improvements for the subdivision; therefore, this proposed resolution is to only approve the Final Plat of Creekfall Phase 1 and not allow the recordation of the plat until such time as the public infrastructure is completed, or surety instrument guaranteeing construction of all improvements is approved, and the subdivision is preliminarily accepted by City Council.

## P&Z Recommendation:

### **Conditionally approve the Final plat of Creekfall Phase 1 Subdivision subject to the applicant resolving the following matters:**

- ▶ Revise the street name from COKE STREET to DESERT DRIVE.
- ▶ Update Signature Blocks [Sec. 98-24(c)(f)]
- ▶ Show location of sidewalks [Sec. 98-24(c)(4)(g)]
- ▶ Add drainage easements to all drainage tracts [Sec. 98-47(b)].
- ▶ Update plat note number seven to include Phase Three.
- ▶ Add a plat note designating the drainage tracts as lots to be maintained by the HOA [Sec. 98-61(l)].
- ▶ Revise PUE along Lots 15, 16, and Tract A to match the utilities installed.
- ▶ The developer is to satisfy all of the requirements for the water line easement to be valid and binding.





Recommendation:  
**Conditionally approve the Final plat of  
Creekfall Phase 1 Subdivision and  
Resolution R2024-47**



## Development Services

## ITEM 4.6

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

### Action

**Meeting Date:** June 11, 2024

**Agenda Item:** Discuss and consider action: **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE "FINAL PLAT" OF CREEKFALL PHASE 2 SUBDIVISION, A PROPOSED 50-LOT RESIDENTIAL SUBDIVISION CONSISTING OF APPROXIMATELY 21.65 ACRES:** L. Kimbler

**Background:** The proposed Final Plat of Creekfall Phase 2 Subdivision (Exhibit A) is a residential subdivision on approximately 21 acres. The proposed subdivision will create 50 residential lots, which are zoned District R-1, with one parkland, drainage, and detention tract.

Four new roads have been created within the subdivision. Water Well Road, Apple Bucket Road, and Bee Hollow Road have been developed to connect with Creekfall Road in Phase 1. Big Sugar Road has also been developed with lots fronting both sides.

The developer has reserved two tracts of land to provide connectivity to adjoining properties designated on the Traffic Impact Analysis which are undeveloped at this time.

The preliminary plat was approved by P&Z and City Council in March of 2021. Construction plans for the subdivision were approved by city staff and engineer in October of 2021.

**Staff Analysis:** The proposed Final Plat of Creekfall Phase 2 Subdivision has been reviewed using Code of Ordinances Section 98-24 (Final Plats) as a guide. It has been found to comply with ordinance requirements relating to form and content; however, a few minor comments still need to be addressed prior to recordation of the plat.

At the time of submittal, the developer has not completed all necessary improvements for the subdivision; therefore, this proposed resolution is to only approve the Final Plat of Creekfall Phase 2 and not allow the recordation of the plat until such time as the public infrastructure is completed, or surety instrument guaranteeing construction of all

improvements is approved, and the subdivision is preliminarily accepted by City Council.

**P&Z Report:**

Planning and Zoning Commission met on Monday, June 3<sup>rd</sup> and recommended the following motion:

**Conditionally approve the Final plat of Creekfall Phase 2 Subdivision subject to the applicant resolving the following matters:**

1. Revise the street name from COKE STREET to DESERT DRIVE.
2. Update Signature Blocks [Sec. 98-24(c)(f)]
3. Show location of sidewalks [Sec. 98-24(c)(4)(g)]
4. Revise the designation of the lots reserved for future connectivity; the proposed "lots" do not meet the minimum requirements as set forth in the code [Sec.118-20].
5. Add plat note that reserved tracts will be conveyed upon written approval from the City of Burnet.
6. Add exclusive access easements to tracts designated for future connectivity.
7. Add drainage easements to all drainage tracts [Sec. 98-47(b)].
8. Update plat note number seven to include Phase Three.
9. Add a plat note designating the drainage tracts as lots to be maintained by the HOA [Sec. 98-61(l)].
10. The developer is to satisfy all of the requirements for the water line easement to be valid and binding.

**Recommendation:** Conditionally approve the Final Plat of Creekfall Phase 2 Subdivision and Resolution R2024-48 as presented.

## RESOLUTION NO. R2024-48

### A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, CONDITIONALLY APPROVING THE “FINAL PLAT” OF CREEKFALL PHASE 2 SUBDIVISION, A PROPOSED 50-LOT RESIDENTIAL SUBDIVISION CONSISTING OF APPROXIMATELY 21.65 ACRES

**Whereas**, City Council has approved a preliminary plat of the Creekfall Phase 2 Subdivision; and

**Whereas**, the Planning and Zoning Commission has made its recommendation on the final plat of the Creekfall Phase 2; and

**Whereas**, the city staff and the city engineer have opined the application substantially complies with the subdivision ordinance; and

**Whereas**, the plat shall not be recorded until the internal streets and public infrastructure is completed or the applicant provides fiscal security assuring such completion; and

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

**Section 1. Findings.** That the recitals to this Resolution are incorporated herein for all purposes.

**Section 2. Conditional Approval.** The Final Plat of Creekfall Phase 2 Subdivision is hereby conditionally approved; subject to the condition recommended by the Planning and Zoning Commission as follow:

1. Revise the street name from COKE STREET to DESERT DRIVE.
2. Update Signature Blocks [Sec. 98-24(c)(f)]
3. Show location of sidewalks [Sec. 98-24(c)(4)(g)]
4. Revise the designation of the lots reserved for future connectivity; the proposed “lots” do not meet the minimum requirements as set forth in the code [Sec.118-20].
5. Add plat note that reserved tracts will be conveyed upon written approval from the City of Burnet.
6. Add exclusive access easements to tracts designated for future connectivity.
7. Add drainage easements to all drainage tracts [Sec. 98-47(b)].
8. Update plat note number seven to include Phase Three.
9. Add a plat note designating the drainage tracts as lots to be maintained by the HOA [Sec. 98-61(l)].

10. The developer is to satisfy all of the requirements for the water line easement to be valid and binding.

**Section 3. Recordation.** The final plat of the Creekfall Phase 2 Subdivision shall not be recorded in the Public Records of Burnet County, Texas, until such time as the public infrastructure contemplated by said plat is completed, or surety instrument guaranteeing construction of all improvements is accepted, and the subdivision is preliminarily accepted by City Council.

**Section 4. Open Meetings.** It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

**Section 5. Effective Date.** That this resolution shall take effect immediately upon its passage, and approval as prescribed by law.

**PASSED AND APPROVED** this the 11<sup>th</sup> day of June 2024.

**CITY OF BURNET, TEXAS**

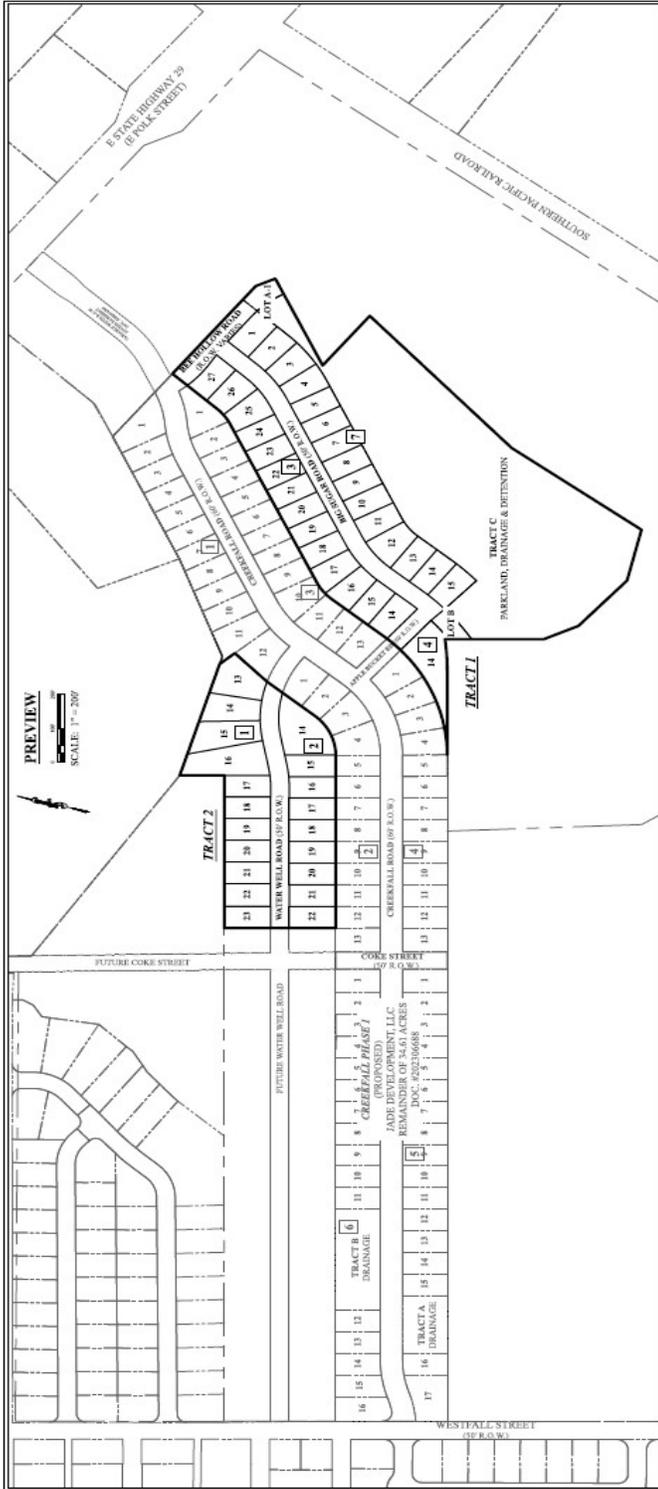
**ATTEST:**

\_\_\_\_\_  
Gary Wideman, Mayor

\_\_\_\_\_  
Maria Gonzales, City Secretary

# Exhibit "A" Plat Page 1

## FINAL PLAT CREEKFALL PHASE 2 AN ADDITION TO THE CITY OF BURNET, BURNET COUNTY, TEXAS, 21.65 ACRES OUT OF THE SARAH ANN GUEST SURVEY, ABSTRACT NO. 1525, BURNET COUNTY, TEXAS.



**PROJECT TOTALS:**  
 LOTS - 20  
 TRACTS - 3  
 TOTAL ACRES - 21.65  
 R.O.W. COVERAGE - 2.69  
 R.O.W. LINEAR FEET - 2388.30  
 TOTAL ACREAGE - 21.65

**OWNER/DEVELOPER:**  
 JADR DEVELOPMENT, LLC  
 A TEXAS LIMITED LIABILITY COMPANY  
 491 FM 1431  
 MARBLE FALLS, TEXAS 78654

**ENGINEER:**  
 CREEKFALL DEVELOPMENT, LLC  
 A TEXAS LIMITED LIABILITY COMPANY  
 333 SAN SARA STREET  
 MEADOW LARKS, TX 78664

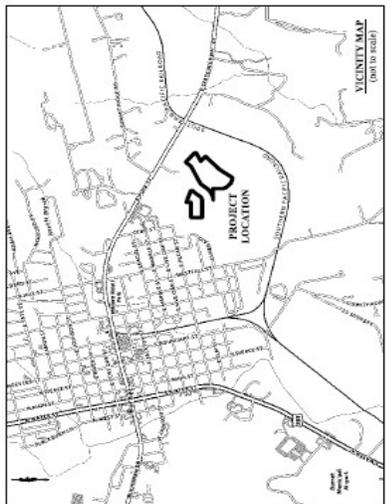
**ENGINEER:**  
 REPUBLIC ENGINEERING &  
 SURVEYING SERVICES  
 P.O. BOX 1431  
 HASKER HEIGHTS, TEXAS 76548

**SURVEYOR:**  
 REPUBLIC ENGINEERING &  
 SURVEYING, PLLC  
 P.O. BOX 1431  
 BELTON, TEXAS 76513

**REPUBLIC**  
 ENGINEERING &  
 SURVEYING

**FROBISH**  
 LAND SURVEYING

- NOTES:**
- The boundaries and bearings are and bearings derived from GPS observations based on the NAD83(2011) State Plane Central Texas Survey Zone No. 4031. All dimensions are horizontal unless otherwise stated. The Combined Correction Factor (CCF) = 1.000736.
  - This tract is shown to be within Zone "X" (Area of Potential Flood Hazard), per FEMA's Flood Insurance Rate Map (FIRM) panel for Burnet County, Texas, panel number 480503039C, effective 08/01/2013. The area of potential flood hazard is shown in red on the map. The developer shall be responsible for obtaining flood insurance, or will bear flood, not does it create any liability for such cost on the part of this surveyor.
  - This tract's utilities (electricity, water, wastewater) will be serviced by the City of Burnet.
  - No buildings or any other obstructions shall be placed within utility easements.
  - Building setback lines shall comply with the City of Burnet's zoning ordinance.
  - Utilities shall be shown on this plat, and deed calls are noted in field notes accompanying this plat.
  - The lots designated on this plat as HOA Lot A-1 and HOA Lot B-1 are reserved to provide connectivity to adjoining properties designated on the Traffic Impact Analysis as Phase 4 and Phase 5. The lots shall be returned to the developer of Phase 4 and 5 for each purpose upon completion of Phase 4 and 5. The developer shall be responsible for obtaining all necessary permits and the special warranty deed conveying HOA Lot A-1 and HOA Lot B-1 to the HOA.





# Plat Page 3

## FINAL PLAT CREEKFALL PHASE 2 AN ADDITION TO THE CITY OF BURNET, BURNET COUNTY, TEXAS, 21.65 ACRES OUT OF THE SARAH ANN GUEST SURVEY, ABSTRACT NO. 1525, BURNET COUNTY, TEXAS.

THE STATE OF TEXAS  
COUNTY OF BURNET

The attached plat of CREEKFALL PHASE 2 has been submitted to and considered by the City Engineer of Burnet, Texas, and has been found to comply with the Subdivision Ordinance of the City of Burnet, Texas.

WITNESS MY HAND AND OFFICIAL SEAL this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Jesse Swain, City Engineer

STATE OF TEXAS  
COUNTY OF BURNET

KNOW ALL MEN BY THESE PRESENTS, that **JADE DEVELOPMENT, L.L.C.**, a Texas Limited Liability Company, known as the Grantor, has caused to be prepared and recorded this plat of **CREEKFALL PHASE 2**, being 21.65 acres of land out of the Sarah Ann Guest Survey, Abstract No. 1525, Burnet County, Texas, and being part of that called 34.61 acre tract as described by a deed to said owner, recorded in Document No. 202306688, Official Public Records of Burnet County, Texas, do hereby join, approve, and consent to all dedications and plat note requirements shown herein. I do hereby approve this plat and dedicate to the public use forever any easements and roads that are shown herein.

By: \_\_\_\_\_  
Henry T. Lewis, Agent  
Jade Development, LLC  
A Texas Limited Liability Company

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Henry T. Lewis, Agent for Jade Development, LLC, a Texas Limited Liability Company on behalf of said company.

Notary Public for the State of Texas  
My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF BURNET

The attached plat of CREEKFALL PHASE 2 has been submitted to and considered by the Planning and Zoning Commission of the City of Burnet, Texas, at its meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and is hereby recommended by such Commission to the City Council of Burnet, Texas for its consideration for acceptance of the dedication of lands for public use as indicated and approval of this plat.

By: \_\_\_\_\_  
Bret Barans, Chairman  
Planning & Zoning Commission

THE STATE OF TEXAS  
COUNTY OF BURNET

The attached plat of CREEKFALL PHASE 2 has been submitted to the City Council of the City of Burnet, Texas, at its meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and was duly considered and found to comply with the laws and statutes of the State of Texas and the City Ordinance of the City of Burnet, Texas. The City Council of Burnet, Texas therefore accepts the dedication of lands for public use as indicated and approves this plat.

Attest: \_\_\_\_\_  
Kelly Dibs, City Secretary  
Alain Smith, Mayor

STATE OF TEXAS  
COUNTY OF BURNET

KNOW ALL MEN BY THESE PRESENTS, that **CREEKFALL DEVELOPMENT, L.L.C.**, a Texas Limited Liability Company, known as the Grantor, has caused to be prepared and recorded this plat of **CREEKFALL PHASE 2**, being 21.65 acres of land out of the Sarah Ann Guest Survey, Abstract No. 1525, Burnet County, Texas, and being all of the remainder of that called 53.97 acre tract of land as described by a deed to said owner, recorded in Document No. 202014595, Official Public Records of Burnet County, Texas, do hereby join, approve, and consent to all dedications and plat note requirements shown herein. I do hereby approve this plat and dedicate to the public use forever any easements and roads that are shown herein.

By: \_\_\_\_\_  
Gary Wade Diland, Agent  
Creeksfall Development, LLC  
A Texas Limited Liability Company

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Gary Wade Diland, Agent for Creeksfall Development, LLC, a Texas Limited Liability Company on behalf of said company.

Notary Public for the State of Texas  
My Commission Expires: \_\_\_\_\_

SURVEYOR'S CERTIFICATE

THE STATE OF TEXAS  
COUNTY OF BURNET

I, **Luther E. Frobish, R.P.L.S.**, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat of CREEKFALL PHASE 2 was prepared from an actual survey made on the ground under my supervision, and that said plat is a true and correct representation of same as I located the component parts on the ground.

WITNESS MY HAND AND OFFICIAL SEAL THIS 24th day of January, 2024.



Luther E. Frobish, R.P.L.S.  
No. 6200  
State of Texas



REPUBLIC LAND SURVEYING, INC. is an Equal Opportunity Employer. M/F/V. License No. 1525, State of Texas, No. 2020  
REPUBLIC LAND SURVEYING, INC. is an Equal Opportunity Employer. M/F/V. License No. 1525, State of Texas, No. 2020

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
G1	450.51'	129.34'	N 17°09'12" E	130.00'
G2	155.00'	49.80'	N 84°14'21" E	49.80'
G3	155.00'	49.80'	N 84°14'21" E	49.80'
G4	155.00'	49.80'	S 72°29'33" W	94.60'
G5	155.00'	49.80'	S 72°29'33" W	94.60'
G6	150.00'	18.80'	N 70°15'15" E	51.70'
G7	300.00'	152.61'	N 70°15'15" E	150.97'
G8	595.00'	131.42'	N 33°58'25" E	131.21'
G9	300.00'	119.33'	N 33°58'25" E	118.55'
G10	300.00'	119.33'	N 33°58'25" E	118.55'
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G55	325.00'	59.31'	S 20°24'44" W	59.41'
G56	325.00'	59.31'	S 20°24'44" W	59.41'
G57	325.00'	59.31'	S 20°24'44" W	59.41'

Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, CONDITIONALLY APPROVING THE “FINAL PLAT” OF CREEKFALL PHASE 2 SUBDIVISION, A PROPOSED 50-LOT RESIDENTIAL SUBDIVISION CONSISTING OF APPROXIMATELY 21.65 ACRES: L. Kimbler





# Staff Analysis:

The proposed Final Plat of Creekfall Phase 2 Subdivision has been reviewed using Code of Ordinances Section 98-24 (Final Plats) as a guide. It has been found to comply with ordinance requirements relating to form and content; however, a few minor comments still need to be addressed prior to recordation of the plat.

At the time of submittal, the developer has not completed all necessary improvements for the subdivision; therefore, this proposed resolution is to only approve the Final Plat of Creekfall Phase 2 and not allow the recordation of the plat until such time as the public infrastructure is completed, or surety instrument guaranteeing construction of all improvements is approved, and the subdivision is preliminarily accepted by City Council.

## P&Z Recommendation:

### **Conditionally approve the Final plat of Creekfall Phase 2 Subdivision subject to the applicant resolving the following matters:**

- ▶ Revise the street name from COKE STREET to DESERT DRIVE.
- ▶ Update Signature Blocks [Sec. 98-24(c)(f)]
- ▶ Show location of sidewalks [Sec. 98-24(c)(4)(g)]
- ▶ Revise the designation of the lots reserved for future connectivity; the proposed “lots” do not meet the minimum requirements as set forth in the code [Sec.118-20].
- ▶ Add plat note that reserved tracts will be conveyed upon written approval from the City of Burnet.
- ▶ Add exclusive access easements to tracts designated for future connectivity.
- ▶ Add drainage easements to all drainage tracts [Sec. 98-47(b)].
- ▶ Update plat note number seven to include Phase Three.
- ▶ Add a plat note designating the drainage tracts as lots to be maintained by the HOA [Sec. 98-61(l)].
- ▶ The developer is to satisfy all of the requirements for the water line easement to be valid and binding.





Recommendation:

**Conditionally approve the Final plat of  
Creekfall Phase 2 Subdivision and  
Resolution R2024-48**



## Development Services

## ITEM 4.7

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

### Action

**Meeting Date:** June 11, 2024

**Agenda Item:** Discuss and consider action: **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, CONDITIONALLY APPROVING THE “FINAL PLAT” OF SOUTH HWY 281 DELAWARE COMMERCIAL, A PROPOSED 3-LOT COMMERCIAL SUBDIVISION CONSISTING OF APPROXIMATELY 19.65 ACRES:** L. Kimbler

**Background:** The proposed South Hwy 281 Delaware Commercial (Exhibit A), located just past Sunday Drive and before Ramsey’s Way, is zoned Heavy Commercial – District “C-3”. The subdivision will create one new road, Trailside Drive, which will connect to a residential subdivision, as well as provide inter-connectivity with the commercial property located to the north.

The preliminary plat was approved by P&Z and City Council in April of 2023. Construction plans for the subdivision were approved by city staff and engineer in May of 2024.

**Staff Analysis:** The proposed Final Plat of South Hwy 281 Delaware Commercial has been reviewed using Code of Ordinances Section 98-24 (Final Plats) as a guide. It has been found to generally comply with ordinance requirements relating to form and content; however, the applicant must still satisfy the requirement of receiving TxDOT permit approval.

At the time of submittal, the developer had not started any improvements for the subdivision; therefore, this proposed resolution is to only approve the Final Plat of South Hwy 281 Delaware Commercial only and not allow the recordation of the plat until such time as the public infrastructure is completed, or surety instrument guaranteeing construction of all improvements is approved, and the subdivision is preliminarily accepted by City Council.

**P&Z Report:** Planning and Zoning Commission met on Monday, June 3<sup>rd</sup> and recommended the following motion:  
**Conditionally approve the Final plat of South Hwy 281 Delaware Commercial Subdivision subject to the applicant receiving TxDOT permit approval.**

**Recommendation:** Conditionally approve the Final Plat of South Hwy 281 Delaware Commercial Subdivision and Resolution R2024-49 as presented.

**RESOLUTION NO. R2024-49**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, CONDITIONALLY APPROVING THE “FINAL PLAT” OF SOUTH HWY 281 DELAWARE COMMERCIAL, A PROPOSED 3-LOT COMMERCIAL SUBDIVISION CONSISTING OF APPROXIMATELY 19.65 ACRES**

**Whereas**, City Council has approved a preliminary plat of the South Hwy 281 Delaware Commercial Subdivision; and

**Whereas**, the Planning and Zoning Commission has made its recommendation on the final plat of the South Hwy 281 Delaware Commercial Subdivision; and

**Whereas**, the city staff and the city engineer have opined the application substantially complies with the subdivision ordinance; and

**Whereas**, the plat shall not be recorded until the streets and public infrastructure is completed or the applicant provides fiscal security assuring such completion; and

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

**Section 1. Findings.** That the recitals to this Resolution are incorporated herein for all purposes.

**Section 2. Conditional Approval.** The Final Plat of South Hwy 281 Delaware Commercial Subdivision is hereby conditionally approved; subject to the condition recommended by the Planning and Zoning Commission as follow:

- Applicant should receive TxDOT approval

**Section 3. Recordation.** The Final plat of South Hwy 281 Delaware Commercial Subdivision shall not be recorded in the Public Records of Burnet County, Texas, until such time as the public infrastructure contemplated by said plat is completed, or surety instrument guaranteeing construction of all improvements is accepted, and the subdivision is preliminarily accepted by City Council.

**Section 4. Open Meetings.** It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

**Section 5. Effective Date.** That this resolution shall take effect immediately upon its passage, and approval as prescribed by law.

**PASSED AND APPROVED** this the 11<sup>th</sup> day of June 2024.

**CITY OF BURNET, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Gary Wideman, Mayor

\_\_\_\_\_  
Maria Gonzales, City Secretary

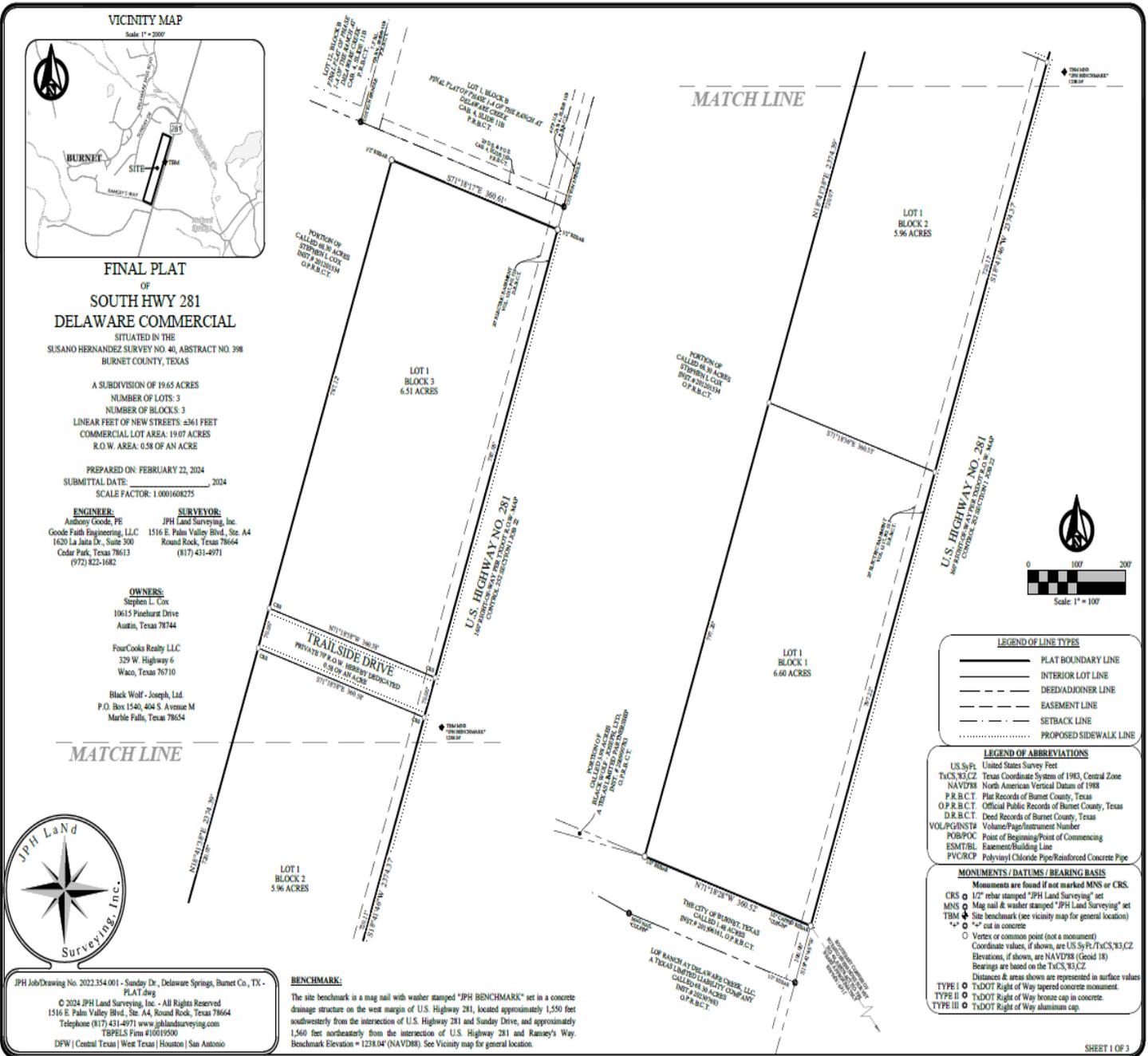


Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, CONDITIONALLY APPROVING THE “FINAL PLAT” OF SOUTH HWY 281 DELAWARE COMMERCIAL, A PROPOSED 3-LOT COMMERCIAL SUBDIVISION CONSISTING OF APPROXIMATELY 19.65 ACRES: L. Kimbler



# Project Details

- Zoned “C-3” Heavy Commercial
- 3 Commercial Lots
- Just past Sunday Drive and before Ramsey’s Way
- Creates one new street to be named TRAILSIDE DRIVE



## Staff Analysis:

The proposed Final Plat of South Hwy 281 Delaware Commercial has been reviewed using Code of Ordinances Section 98-24 (Final Plats) as a guide. It has been found to generally comply with ordinance requirements relating to form and content; however, the applicant must still satisfy the requirement of receiving TxDOT permit approval.

At the time of submittal, the developer had not started any improvements for the subdivision; therefore, this proposed resolution is to only approve the Final Plat of South Hwy 281 Delaware Commercial and not allow the recordation of the plat until such time as the public infrastructure is completed, or surety instrument guaranteeing construction of all improvements is approved, and the subdivision is preliminarily accepted by City Council.

## P&Z Recommendation:

### **Conditionally approve the Final plat of Creekfall Phase 1 Subdivision subject to the applicant resolving the following matters:**

- ▶ Revise the street name from COKE STREET to DESERT DRIVE.
- ▶ Update Signature Blocks [Sec. 98-24(c)(f)]
- ▶ Show location of sidewalks [Sec. 98-24(c)(4)(g)]
- ▶ Revise the designation of the lots reserved for future connectivity; the proposed “lots” do not meet the minimum requirements as set forth in the code [Sec.118-20].
- ▶ Add plat note that reserved tracts will be conveyed upon written approval from the City of Burnet.
- ▶ Add exclusive access easements to tracts designated for future connectivity.
- ▶ Add drainage easements to all drainage tracts [Sec. 98-47(b)].
- ▶ Update plat note number seven to include Phase Three.
- ▶ Add a plat note designating the drainage tracts as lots to be maintained by the HOA [Sec. 98-61(l)].
- ▶ The developer is to satisfy all of the requirements for the water line easement to be valid and binding.





Recommendation:  
**Conditionally approve the Final plat of  
South Hwy 281 Delaware Commercial  
Subdivision and Resolution R2024-49**



## Administration

## Item 4.8

Brian Lee  
Police Chief  
blee@cityofburnet.com

### Agenda Item Brief

- Meeting Date:** June 11, 2024
- Agenda Item:** Discuss and consider action: The School Resource Officer (SRO) Interlocal Agreement with Burnet Consolidated Independent School District: B. Lee
- Background:** The Burnet Police Department has partnered with the Burnet ISD to provide School Resource Officers in the past. The previous agreement provided for four officers. Discussions with the ISD have led to a reduction to two officers this year with the district moving towards providing their own security in future years.
- Information:** The agreement is to proceed with two SRO positions for one year. BCISD and Burnet Police will meet throughout the year and discuss the future of the program and transition to BCISD providing security in future years.
- Fiscal Impact:** During the term of the agreement, the district will be responsible for paying \$161,326.00. The city would be responsible for the remaining costs associated with the positions.
- Recommendation:** Approval of the School Resource Officer (SRO) Interlocal Agreement reducing the staffing from four to two officers for this year as the Burnet Consolidated Independent School District moves towards their own program.

**INTERLOCAL AGREEMENT BETWEEN  
BURNET CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
AND THE CITY OF BURNET**

This Agreement is made the 11th day of June 2024, between the Burnet Consolidated Independent School District (“District”) and the City of Burnet (“City”).

Pursuant to the authority granted by the “Texas Interlocal Cooperation Act”, Chapter 791 Texas Government code providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

WHEREAS the contract is made under the authority of Section 791 of the Texas Government Code; and,

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental function hereunder shall make that performance or those payments from current revenues legally available to that party.

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this agreement; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the division of cost fairly compensates the performing party.

**WITNESSETH:**

*NOW THEREFORE*, in consideration of the foregoing promises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. City will provide Two (2) Burnet Police Department (BPD) police officers to the District to serve as a School Resource Officer (SRO) on campuses located within the City of Burnet, in accordance with Exhibit “A” and under the policies and procedures of the City and the District as amended from time to time.
2. The Term of this Agreement is from August 2024 through the last day of school scheduled in May 2025 (Term).
3. The officers assigned under this agreement shall serve as SRO’s during the school calendar year (mid-August through the end of May) and will return to service with BPD during the summer recess.
4. The District shall pay to City the amount of One Hundred Sixty-One thousand Three Hundred Twenty-Six Dollars and 00/100’s (\$161,326.00) for Compensation

Reimbursement of all salaries, benefits, training, and vehicle expenses of said SRO's, payable in nine equal installments of Seventeen Thousand Nine Hundred Twenty-Five Dollars and 00/100's (\$17,925.00) payable by the last day of each month, beginning in September 2024 for the 2024/2025 school year. In the event the City is unable to provide the number of officers contemplated herein due to vacancies, the monthly payment will be pro-rated. In the event an officer has to go through field training prior to appointment in the SRO program, the costs will be evenly split between the City and the District.

5. City and District agree that City in performing this Agreement shall act as an independent contractor and shall have control of its own work and the way it is performed. District, acting through its designated administrator, will have the right to allocate the officer's time amongst District's various facilities as it sees fit, however City will control assignment of specific officers to those positions and will maintain supervisory control over all officers in the performance of their duties as peace officers. SROs shall not work more than forty (40) hours per week without prior authorization by the City.
6. District agrees that its Board of Trustees will, pursuant to Section 37.081 of the Texas Education Code, designate officers of BPD as District peace officers. The Parties further recognize that the officers shall remain City employees and shall wear the uniform and equipment of the BPD.
7. The City reserves the right to temporarily reassign the SRO, when, in the sole judgment of the City, their services are required in response to a citywide or major emergency.
8. In the event of an extended period of leave, or time-off, by the SRO during the school year, the City and the District shall cooperate in good faith to provide a temporary replacement SRO, as BPD staffing levels allow.
9. Nothing herein shall be deemed in any manner to constitute a waiver of sovereign, governmental, or any other immunity or affirmative defense that may be asserted by District or City, nor shall this Agreement be in any manner construed to create a cause of action for the benefit of any person not a party to this Agreement, or to create any rights for the benefit of any person not a party to this Agreement not otherwise existing at law.
10. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the other party.

11. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, however if any provision of this Agreement is prohibitive or invalid under applicable law, such provision shall be ineffective to the extent of such provision or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

12. Formal notices, demands, and communications between Parties shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, to the principal offices of the Parties and addressed to:

City of Burnet  
Attn: City Manager  
P.O. Box 1369  
Burnet, Texas 78611

BCISD  
Attn: Superintendent  
208 E. Brier  
Burnet, Texas 78611

13. This Agreement may be terminated for convenience at any time by either party upon sixty (60) days written notice, at which time all parties shall be relieved of their obligations under this Agreement.

14. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas.

15. This Agreement and all obligations created hereunder shall be performable in Burnet County, Texas.

In witness whereof, the parties have hereunto set their hands and signatures on the date first above mentioned.

*(signatures on next page)*

Burnet Consolidated Independent School District,

By: \_\_\_\_\_  
Aaron Peña, Superintendent

City of Burnet,  
A Texas Municipal Corporation

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

## **Burnet School Resource Officer Program “Exhibit A”**

### PURPOSE

The primary purpose of the School Resource Officer (SRO) Program is to provide for the safety and security of staff and students with a focus on reduction and prevention of crime committed by juveniles and young adults. This is accomplished by assigning patrol officers to school facilities on a permanent basis. The SRO Program accomplishes this purpose by achieving the established goals and objectives. Goals and objectives are designed to develop and enhance rapport between youth, police officers and school administrators. Officers who are chosen for this program are responsible for establishing the communication links and creating a free flow of information between all parties involved.

### GOALS

1. Reduction of criminal offenses committed by juveniles and young adults.
2. Establish rapport with the students.
3. Establish rapport with the parents, faculty, staff, administrators and other adults.
4. Create and expand programs with vision and creativity to increase student and faculty participation, which will benefit the students, the school district, the police department and the community. Programs such as Teacher In-Service, etc.
5. Present a positive role image for students and adults.
6. Provide safety for students, faculty, staff and all persons involved with the school district.

### ORGANIZATIONAL STRUCTURE

1. Uniformed police officers designated as School Resource Officers (SRO) will be assigned to Burnet High School, and Burnet Middle School, and will directly report to the Burnet Police Department using the department's organizational structure.
2. SRO's are a police officer first, employed by the Burnet Police Department and responsible for carrying out all duties and responsibilities as a police officer. SRO's have enforcement responsibilities where criminal matters are concerned. The expectations toward counseling and education are more formally established in this setting. SRO's are not school disciplinarians and should not assume this role.

3. SRO's follow the Burnet Police Department organizational structure, regarding all matters pertinent to their position and function. SRO's will not involve themselves in administrative issues, personnel matters or routine discipline situations of the Burnet Consolidated Independent School District which are not criminal offenses.

### SELECTION

When an SRO position becomes available, the school district will be consulted about the selection, and officers tentatively selected to fill a vacant SRO position will meet with school officials prior to final selection. The Chief of Police or his designee will have the final deciding authority on SRO selection.

Selection criteria will include but will not be limited to:

- Oral presentation
- Performance Reports
- Experience
- Interpersonal Skills

Annually, SRO's will have a review/evaluation of SRO assignments in conjunction with both the Burnet Police Department and the Burnet Consolidated Independent School District.

### STANDARD DUTY HOURS

- Secondary Campuses: 0730 hours – 1630 hours (Monday through Friday)
- There may be occasions when this schedule is altered because of court appearances, sickness, injury, training, and special assignments. SRO's are still considered a non-exempt employee under the Fair Standards Act and is subject to its provisions as well as department and city policy relating to overtime. All overtime requests will be reviewed and approved by Police Administration and the District.
- Campus principals will be informed as soon as possible when an SRO is not able to be on campus.
- Holidays and Vacation: SRO's will accrue holidays and vacation at the rate allowed by City policy. Every effort will be made to schedule time away from school to coincide with school holidays when school is closed. SRO training should be accomplished during these periods or during the summer when school is not in session.
- Substitution: Substitution for the SRO by another officer will only be considered through a request to Police Administration and only on the joint approval of Police Administration and the school district. Typically, this will only be considered for an extended leave.

### ADDITIONAL DUTIES PERFORMED

- Subject to Call-Out
- At the direction of BPD Sergeant and BPD Chief of Police
- Provide security as required at District functions to include, but not limited to, school board meetings, graduations, athletic events.

#### DUTIES AND RESPONSIBILITIES

- Enforcement of Texas Criminal Code, Traffic Code, Education Code, Health and Safety Code, Family Code and applicable Burnet Consolidated ISD regulations.
  - In accordance with Senate Bill 393, Section 37.143, effective September 1, 2013, a police officer in the State of Texas is prohibited from issuing a citation to a student 10 years of age and younger than 17 years of age, who is alleged to have committed a school offense. This includes school sponsored events (i.e., sporting events and proms at facilities not owned by the school district).
- Proactively patrol high traffic areas, including outside of restrooms, hallways and exterior of the campus.
- Provide pro-active patrol of the campus for violations of the law.
- Provide pro-active patrol of the campus for suspicious persons and activity.
- Emergency response to crimes or emergencies in progress.
- Investigation and documentation of crimes occurring on campus.
- Work with the campus safety coordinator (generally an Assistant Principal) to assist with regular drills (lockdown, lockout, reverse evacuation, fire and inclement weather) in conjunction with campus staff, facility management and emergency services personnel.
- Respond to and investigate intrusion and fire alarms and provide on-site assistance to staff in the operation of the alarm system.
- Respond to non-emergency calls for service relating to the District.
- Assist other law enforcement agencies that may be involved with District personnel or students.
- Coordinate with Emergency Mental Health Officers and Mental Health Professionals responding to the campus.
- Investigation and documentation of violations where there is a threat to safety.
- Investigate fires on campus and serve as a liaison with the appropriate emergency service providers.
- Be alert and report facility related safety concerns.
- Respond to administrative requests to assist with emergencies such as fights or persons with weapons (This does not include classroom disruptions such as dress code violations, cursing, refusing to comply with classroom rules);
- Assist administrators with students who are a danger to themselves, others or are damaging district property.
- Provide a presence on campuses during public demonstrations.
- Assist campus administrators in, restraining orders and protective orders.
- Assist campus administrators with locating parents or guardians in case of an emergency.
- Assist campus administrator with security audits and crisis response plans.

- Keep the peace on campus as needed. Provide administrators with “threat assessments” on students or staff exhibiting alarming behavior.
- Provide guidance to campus with traffic flow problems on school grounds.
- Perform school zone speed enforcement and coordinate enforcement with appropriate patrol units.
- Provide information about newsworthy events and/or crimes occurring on District property or students/staff in accordance with the Burnet Police Department personnel policy.
- Building working relationships with the school’s staff as well as with student and parent groups.
- Promoting the profession of law enforcement and being a positive role model to students.
- Working with staff members to establish a safe and secure learning environment.

SHARING OF INFORMATION AND CONFIDENTIALITY School officials shall allow SROs to inspect and copy public records maintained by the District only to the extent allowed by law, in accordance with the Texas Public Information Act and the federal Family Educational Rights and Privacy Act (FERPA).

- In carrying out duties under this Agreement, SROs shall always recognize and respect the confidentiality of student education records and shall seek access to such records only in accordance with the requirements of the Family Education Rights and Privacy Act (“FERPA”). The campus principal and SRO shall cooperate in the sharing of District and Police Department/Sheriff’s Office records and information where appropriate for the purposes of this Agreement and as permitted by law. When necessary to perform his or her duties under the provisions of this Agreement, SROs shall be designated as “school officials” under (School District) Policy FL (local) for purposes of access to student records.
- Burnet CISD, for itself, its officers, agents, and employees, agrees that it shall treat all information provided to it by the City and the SRO as confidential and shall not disclose any such information to a third party without the prior written approval of the City, except as required by law. The City, for itself and its officers, agents, and employees, agrees that it shall treat all information provided to it by Burnet CISD as confidential and shall not disclose any such information to a third party, except as required by law.
- When the SRO takes a person into custody while performing his or her duties on behalf of the District under this Agreement, District shall receive notification of the incident from the City within the timeframe required by law and of the disposition of the individual to the extent allowed by law.
- To the extent permitted by applicable law, the SRO shall report to the District all information obtained during the investigation of any reported incident involving a District student for the purposes of determining appropriate disciplinary actions and modifications of education programs because of the incident.

CITY RESPONSIBILITIES:

- Provide SRO's with a fully equipped patrol unit with radio communications.
- Provide SRO's with police radio communications and cell phone.
- Maintain SRO's police training and SRO training.

#### SCHOOL DISTRICT RESPONSIBILITIES:

The Burnet Independent School District shall provide the assigned SRO (s) the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

- Access to an air-conditioned/heated and properly lighted private office with hallway or direct access to students during passing periods. The office should be large enough to conduct interviews of multiple persons, parents, and school staff.
- The SRO office should not (when practical) be placed in the main office unless multiple officers are assigned to the campus with one office having hallway or direct access.
- A location for files and records, which can be properly locked and secured.
- A desk with drawers, chair, worktable, filing cabinet, and office supplies.
- Access to a computer and telephone for general business purposes.
- Access to and encouraged classroom participation by SRO's.
- The opportunity for SRO's to address teachers and school administrators about the SRO program, goals, objectives, and criminal justice problems relating to students.

#### ADMINISTRATION

SRO's are not intended to be used to fill in for, or in place of school administrators and should not be utilized in that role. The SRO shall not be assigned, nor engage in routine student discipline, any intervention in student behavior for disciplinary purposes, school administrative tasks, or have contact with students unrelated to the law enforcement duties of the SRO other than informal contact with students unrelated to the duties assigned to the SRO or to incidents involving student behavior constituting a violation of law, or breach of the peace requiring law enforcement intervention, or for general law enforcement purposes.

#### ENFORCEMENT

Although the SRO's have been placed in a formal education environment, they are not relieved of the official duties as an enforcement officer. Decisions to intervene normally will be made when it is necessary to prevent violence, a breach of peace, personal injury or loss of property. When immediate action is needed and an SRO is not available, another officer may be dispatched to the school.

SRO's should investigate and prepare reports on minor offenses committed at the schools. Other department personnel may be summoned, as the SRO's deem necessary.

### SUMMER ACTIVITY

SRO's should accomplish as much of their required training as possible during the summer months when school is not in session. SRO's may still be involved in some summer projects with the school district; however, they will spend the majority of this time on police department assignments.

### SUMMER SCHOOL

No SRO will be assigned to the school during summer school or summer events unless pre-arranged and approved by the Chief of Police or his designee. As when school is not in session, during the summer, the Burnet CISD will call the Burnet Police Department to have an officer from the Police Department respond.

### PROGRAM CALENDAR

The SRO Program will begin just prior to the beginning of school each year and end the last day of the school year.

The background is the official seal of Burnet County, Texas. It features a central map of Texas in dark blue, with a red circular seal in the center containing a white five-pointed star and the words "THE STATE OF TEXAS". To the left is a waving American flag, and to the right is the Texas state flag. At the bottom, a banner reads "BURNET" in blue capital letters. The entire seal is set against a light gray background with decorative flourishes.

# SRO Interlocal

Chief Brian Lee

# SRO Interlocal

- 2023/2024 school year we provided 4 SRO's to the BCISD
- New legislation has created requirements that are becoming increasingly difficult to meet with staffing for both entities
- Met with the new superintendent Dr. Peña to discuss concerns about contractual staffing and the impact it was having on the department
- Previous two years we have had to assign an officer to the schools from patrol due to a contractual agreement which left staffing in patrol short

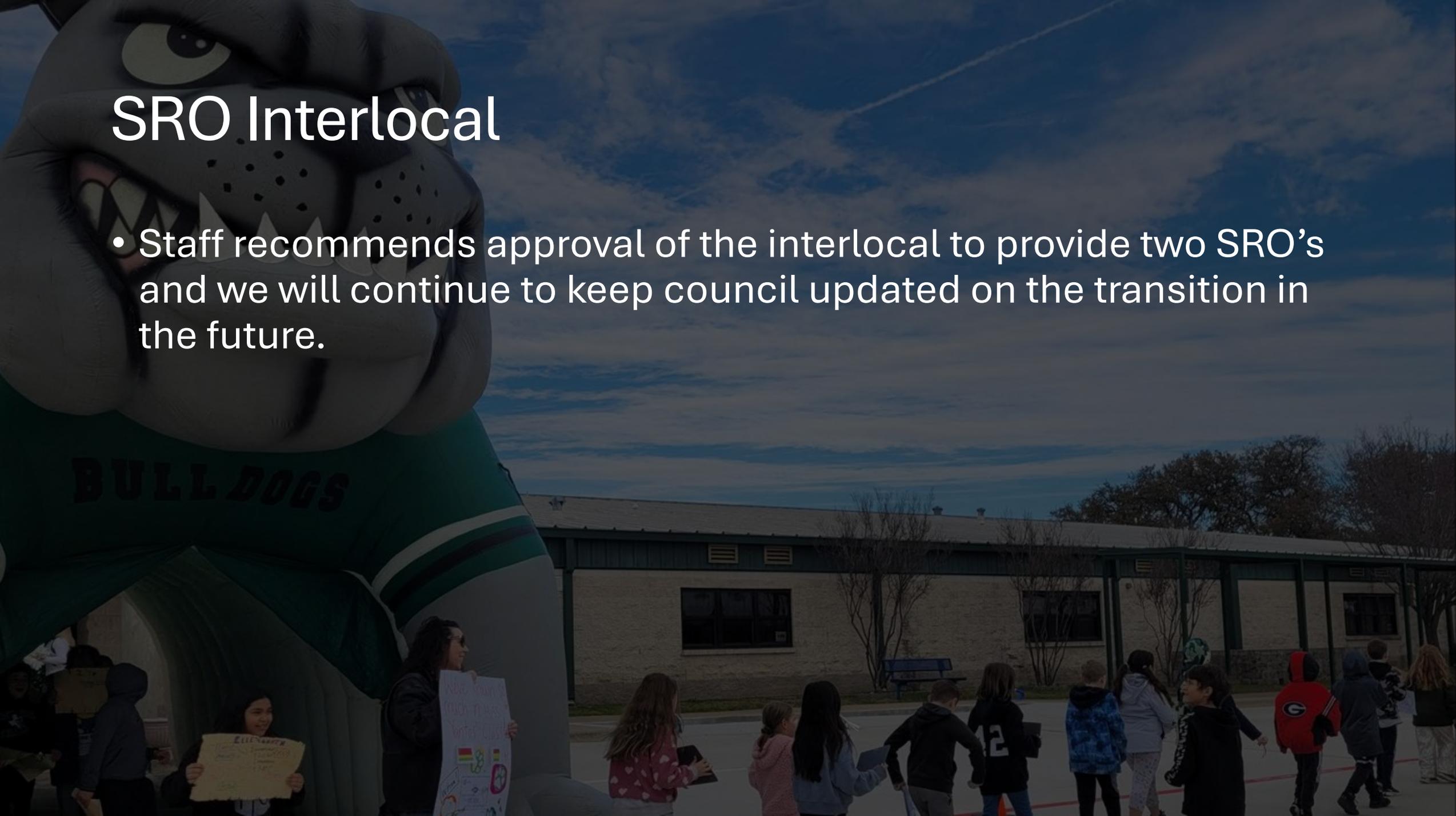
# SRO Interlocal

- Decision has been made to transition the security of the schools to BCISD
- This year we will reduce the SRO staffing to two and the district will manage additional security
- Plan is for the school to take over the security of the schools in the future
- BPD will continue to provide felony investigative services as well as respond to calls for service in the future.



# SRO Interlocal

- Staff recommends approval of the interlocal to provide two SRO's and we will continue to keep council updated on the transition in the future.



# Questions





## Police Department

## ITEM 4.9

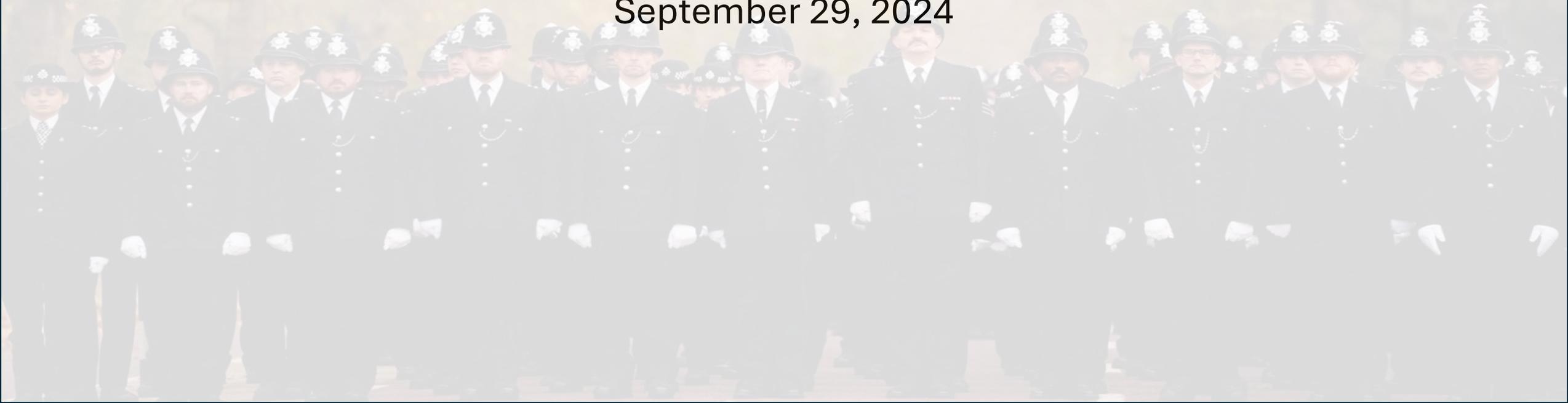
Brian Lee  
Chief of Police  
512-715-3483  
blee@cityofburnet.com

### Agenda Item Brief

- Meeting Date:** June 11, 2024
- Agenda Item:** DISCUSS AND CONSIDER ACTION: REQUEST FOR AUTHORIZATION TO SEND TWO OFFICERS TO THE UK POLICE MEMORIAL SERVICE: B. Lee
- Background:** Sargeant Edwards and Sargeant Besancon attended the National Police Week in Washington DC to perform honor guard duties for families of fallen officers. Because of their professionalism, Jon O'Donoghue, Lead United Kingdom Honour Guard for International Police Week, has extended an invitation to Officer Edwards and Sargeant Besancon to attend the UK Police Memorial Service in Glasgow on September 29, 2024.
- Information:** This is an incredible honor for our officers, as well as an opportunity to learn additional aspects of policing used in the UK. The cost to send Sargeant Edwards and Sargeant Besancon would not exceed \$4,000.
- Fiscal Impact:** If approved, the cost would be paid for from General Fund operating budget.
- Recommendation:** Authorize two officers to attend the UK police Memorial Service.

# UK Police Memorial

September 29, 2024





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## 2024 Police Week

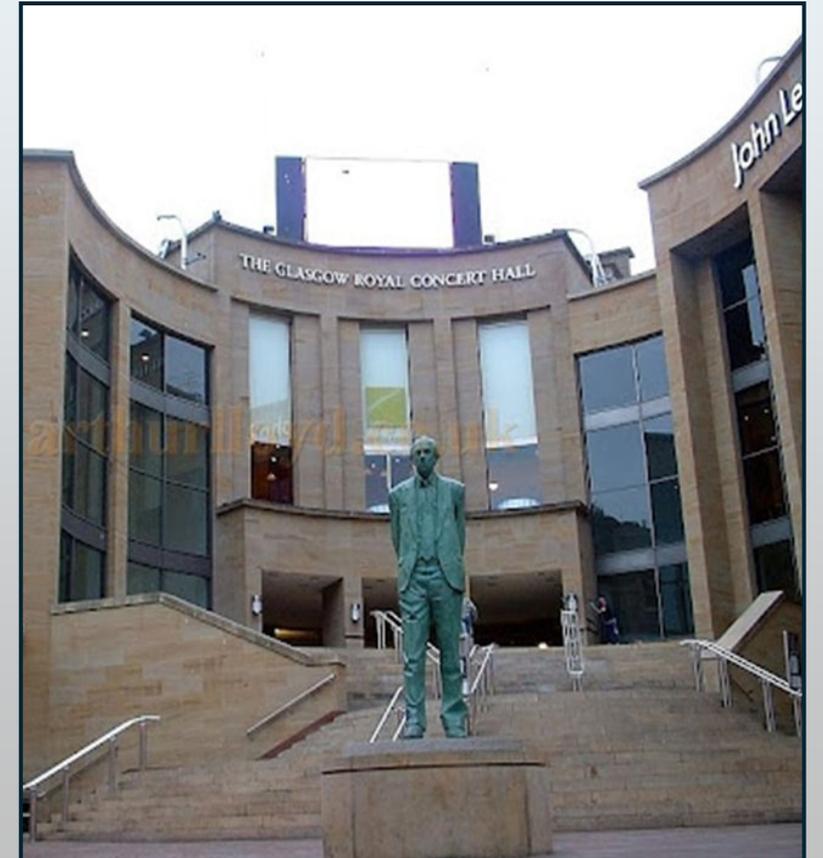
- Sgt. Edwards and Sgt. Besancon attended to perform honor guard duty
- Served at the airport greeting families of the fallen officers and providing support upon arrival
- Served at the midnight bagpiping ceremony
- Worked in the COPS store on a volunteer basis
- Integrated with several other honor guard members



# UK Police Memorial

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- An invitation has been extended from the London Metropolitan Police for Sgt. Gary Edwards and Sgt. Lance Besancon to attend the UK Police Memorial Service in September.
- The event is held in Glasgow, UK
- This official annual national day rotates around each of the four countries, is held on the nearest Sunday to 29th September. This coincides with Saint Michael's Day - The patron Saint of Police officers.
- Honor to be invited to participate



# Benefits

A 3D rendering of a red puzzle piece standing out among a field of white puzzle pieces. The red piece is the central focus, positioned slightly to the right of the center. The white pieces are arranged in a grid-like pattern around it, with some pieces missing, creating a sense of depth and focus on the red piece.

- The interaction between us and the Metropolitan Police offers many benefits.
  - Training on de escalation in how they deal with armed subjects while they remain only armed with TASER devices and impact weapons.
  - Policing philosophy
  - Return with knowledge that we may be able to incorporate in our own community
  - Build partnerships with other agencies while in attendance
  - Honor the fallen officers in the UK returning the respect they have afforded us in the US.



## Fiscal Impact

- Airfare is approximately \$900 currently per person
- Hotel will cost approximately \$1,800 for the stay
- Transportation will be provided by the MET
- Meals are estimated for the 6 days \$600
- Request up to \$4,000 for expenses of the trip

Questions

