



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 **23rd day of July 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) Municipal Court Quarterly Report: H. Sutton
- 1.2) Chamber of Commerce Quarterly Report: A. McKee
- 1.3) Finance Monthly Report: P. Langford

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 July 9, 2024, City Council Regular Meeting Minutes

3. PUBLIC HEARINGS/ACTION: None.

4. ACTION ITEMS:

4.1) SECOND AND FINAL READING OF AN ORDINANCE CREATING A CITY POLICY REQUIRING THE CITY PUBLISH A CAPTION SUMMARIZING THE PURPOSE OF AN ORDINANCE AND THE PENALTIES FOR VIOLATING AN ORDINANCE TO BE PUBLISHED IN A NEWSPAPER OF GENERAL CIRCULATION: D. Vaughn

4.2) Discuss and consider action: Approval and authorization to enter into a contract with the Elections Administrator of Burnet County for the 2024-2025 election year: M. Gonzales

4.3) Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS ADOPTING THE FEMA APPROVED BURNET COUNTY, TEXAS MULTI-JURISDICTION HAZARD MITIGATION PLAN AND APPOINTING THE CITY MANAGER AS THE CHIEF EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE TO ACT IN ALL MATTERS IN CONNECTION WITH THEIR PORTION OF THE HAZARD MITIGATION PLAN: M. INGRAM

4.4) Discuss and consider action: Authorize the purchase for SCADA improvements of the City's Water System: E. Belaj

4.5) Discuss and consider action: To allow 3720 E State Highway 29 to be served by alternative water supply and alternative wastewater services: L. Kimbler

4.6) Discuss and consider action: Award engineering contract for the Wofford Waterline Project and authorize the City Manager to execute the contract: E. Belaj

4.7) Discuss and consider: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, ACCEPTING A LETTER OF CREDIT AS AN ALTERNATIVE TO COMPLETING CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS REQUIRED FOR CREEKFALL SUBDIVISION PHASES 1 AND 2: L. Kimbler

4.8) Discuss and consider action: Electric System Mapping Proposal with McCord Engineering: D. Vaughn

4.9) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AUTHORIZING THE ACCEPTANCE OF PROPERTY LOCATED AT THE CORNER OF E. LEAGUE AND S. BOUNDARY STREETS: D Vaughn

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 19th day of July 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 July 19, 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.

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).

Municipal Courts

Activity Detail

April 1, 2024 to April 30, 2024

100.0 Percent Reporting Rate
1 Reports Received Out of a Possible 1

Court: Burnet

CRIMINAL CASES							
	Traffic Misdemeanors			Non-Traffic Misdemeanors			
	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance	Total
Cases Pending 4/1/2024:							
<i>Active Cases</i>	383	0	0	23	37	19	462
<i>Inactive Cases</i>	901	0	1	52	69	7	1,030
Docket Adjustments	0	0	0	0	0	0	0
Cases Added:							
New Cases Filed	123	0	0	9	6	3	141
Cases Reactivated	24	0	0	0	0	0	24
All Other Cases Added	0	0	0	0	0	0	0
Total Cases on Docket	530	0	0	32	43	22	627
Dispositions:							
Dispositions Prior to Court Appearance or Trial:							
Uncontested Dispositions	65	0	0	3	6	1	75
Dismissed by Prosecution	1	0	0	0	0	0	1
Total Dispositions Prior to Court Appearance or Trial	66	0	0	3	6	1	76
Dispositions at Court Appearance or Trial:							
Convictions:							
<i>Guilty Plea or Nolo Contendere</i>	1	0	0	0	0	0	1
<i>By the Court</i>	0	0	0	0	0	0	0
<i>By the Jury</i>	0	0	0	0	0	0	0
Acquittals:							
<i>By the Court</i>	0	0	0	0	0	0	0
<i>By the Jury</i>	0	0	0	0	0	0	0
Dismissed by Prosecution	1	0	0	0	0	1	2
Total Dispositions at Court Appearance or Trial	2	0	0	0	0	1	3
Compliance Dismissals:							
After Driver Safety Course	11	---	---	---	---	---	11
After Deferred Disposition	3	0	0	0	0	0	3
After Teen Court	0	0	0	0	0	0	0
After Tobacco Awareness Course	---	---	---	---	0	---	0
After Treatment for Chemical Dependency	---	---	---	0	1	---	1
After Proof of Financial Responsibility	2	---	---	---	---	---	2
All Other Transportation Code Dismissals	8	0	0	0	0	0	8
Total Compliance Dismissals	24	0	0	0	1	0	25
All Other Dispositions	0	0	0	0	0	0	0
Total Cases Disposed	92	0	0	3	7	2	104
Cases Placed on Inactive Status	19	0	0	2	0	0	21
Cases Pending 4/30/2024:							
<i>Active Cases</i>	419	0	0	27	36	20	502
<i>Inactive Cases</i>	896	0	1	54	69	7	1,027
Show Cause and Other Required Hearings Held	4	0	0	0	0	0	4
Cases Appealed:							
After Trial	0	0	0	0	0	0	0
Without Trial	0	0	0	0	0	0	0

Municipal Courts
Activity Detail
April 1, 2024 to April 30, 2024
100.0 Percent Reporting Rate
1 Reports Received Out of a Possible 1
Court: Burnet

CIVIL/ADMINISTRATIVE CASES	
	Total
Cases Pending 4/1/2024:	
<i>Active Cases</i>	0
<i>Inactive Cases</i>	0
Docket Adjustments	0
Cases Added:	
New Cases Filed	0
Cases Reactivated	0
All Other Cases Added	0
Total Cases on Docket	0
Dispositions:	
Uncontested Civil Fines or Penalties	0
Default Judgments	0
Agreed Judgments	0
Trial/Hearing by Judge/Hearing Officer	0
Trial by Jury	0
Dismissed for Want of Prosecution	0
All Other Dispositions	0
Total Cases Disposed	0
Cases Placed on Inactive Status	0
Cases Pending 4/30/2024:	
<i>Active Cases</i>	0
<i>Inactive Cases</i>	0
Cases Appealed:	
After Trial	0
Without Trial	0
JUVENILE/MINOR ACTIVITY	
	Total
Transportation Code Cases Filed.....	4
Non-Driving Alcoholic Beverage Code Cases Filed.....	0
Driving Under the Influence of Alcohol Cases Filed.....	0
Drug Paraphernalia Cases Filed.....	0
Tobacco Cases Filed.....	0
Truant Conduct Cases Filed.....	0
Education Code (Except Failure to Attend) Cases Filed.....	0
Violation of Local Daytime Curfew Ordinance Cases Filed.....	0
All Other Non-Traffic Fine-Only Cases Filed.....	0
Transfer to Juvenile Court:	
<i>Mandatory Transfer</i>	0
<i>Discretionary Transfer</i>	0
Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct).....	0
Held in Contempt by Criminal Court (Fined or Denied Driving Privileges).....	0
Juvenile Statement Magistrate Warning:	
<i>Warnings Administered</i>	0
<i>Statements Certified</i>	0
Detention Hearings Held.....	0
Orders for Non-Secure Custody Issued.....	0
Parent Contributing to Nonattendance Cases Filed.....	0

Municipal Courts
Activity Detail
April 1, 2024 to April 30, 2024
100.0 Percent Reporting Rate
1 Reports Received Out of a Possible 1
Court: Burnet

ADDITIONAL ACTIVITY		
	Number Given	Number Requests for Counsel
Magistrate Warnings:		
<i>Class C Misdemeanors</i>	0	---
<i>Class A and B Misdemeanors</i>	0	0
<i>Felonies</i>	0	0
		Total
Arrest Warrants Issued:		
<i>Class C Misdemeanors</i>		21
<i>Class A and B Misdemeanors</i>		0
<i>Felonies</i>		0
Capiases Pro Fine Issued		2
Search Warrants Issued		0
Warrants for Fire, Health and Code Inspections Filed		0
Examining Trials Conducted		0
Emergency Mental Health Hearings Held		0
Magistrate's Orders for Emergency Protection Issued		0
Magistrate's Orders for Ignition Interlock Device Issued		0
All Other Magistrate's Orders Issued Requiring Conditions for Release on Bond		0
Driver's License Denial, Revocation or Suspension Hearings Held		0
Disposition of Stolen Property Hearings Held		0
Peace Bond Hearings Held		0
Cases in Which Fine and Court Costs Satisfied by Community Service:		
<i>Partial Satisfaction</i>		0
<i>Full Satisfaction</i>		0
Cases in Which Fine and Court Costs Satisfied by Jail Credit		9
Cases in Which Fine and Court Costs Waived for Indigency		0
Amount of Fines and Court Costs Waived for Indigency		\$ 0
Fines, Court Costs and Other Amounts Collected:		
<i>Kept by City</i>		\$ 15,280
<i>Remitted to State</i>		\$ 7,027
<i>Total</i>		\$ 22,308

Municipal Courts
Activity Detail
May 1, 2024 to May 31, 2024
100.0 Percent Reporting Rate
1 Reports Received Out of a Possible 1
Court: Burnet

CRIMINAL CASES							
	Traffic Misdemeanors			Non-Traffic Misdemeanors			
	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance	Total
Cases Pending 5/1/2024:							
<i>Active Cases</i>	419	0	0	27	36	20	502
<i>Inactive Cases</i>	896	0	1	54	69	7	1,027
Docket Adjustments	0	0	0	0	0	0	0
Cases Added:							
New Cases Filed	128	0	0	5	8	0	141
Cases Reactivated	8	0	0	2	0	0	10
All Other Cases Added	0	0	0	0	0	0	0
Total Cases on Docket	555	0	0	34	44	20	653
Dispositions:							
Dispositions Prior to Court Appearance or Trial:							
Uncontested Dispositions	188	0	0	9	7	8	212
Dismissed by Prosecution	1	0	0	1	1	0	3
Total Dispositions Prior to Court Appearance or Trial	189	0	0	10	8	8	215
Dispositions at Court Appearance or Trial:							
Convictions:							
<i>Guilty Plea or Nolo Contendere</i>	0	0	0	0	0	0	0
<i>By the Court</i>	0	0	0	0	0	0	0
<i>By the Jury</i>	0	0	0	0	0	0	0
Acquittals:							
<i>By the Court</i>	0	0	0	0	0	0	0
<i>By the Jury</i>	0	0	0	0	0	0	0
Dismissed by Prosecution	0	0	0	0	0	0	0
Total Dispositions at Court Appearance or Trial	0	0	0	0	0	0	0
Compliance Dismissals:							
After Driver Safety Course	8	---	---	---	---	---	8
After Deferred Disposition	4	0	0	0	0	0	4
After Teen Court	0	0	0	0	0	0	0
After Tobacco Awareness Course	---	---	---	---	1	---	1
After Treatment for Chemical Dependency	---	---	---	0	0	---	0
After Proof of Financial Responsibility	2	---	---	---	---	---	2
All Other Transportation Code Dismissals	12	0	0	0	0	0	12
Total Compliance Dismissals	26	0	0	0	1	0	27
All Other Dispositions	2	0	0	0	0	0	2
Total Cases Disposed	217	0	0	10	9	8	244
Cases Placed on Inactive Status	19	0	0	3	3	0	25
Cases Pending 5/31/2024:							
<i>Active Cases</i>	319	0	0	21	32	12	384
<i>Inactive Cases</i>	907	0	1	55	72	7	1,042
Show Cause and Other Required Hearings Held	8	0	0	0	0	0	8
Cases Appealed:							
After Trial	0	0	0	0	0	0	0
Without Trial	0	0	0	0	0	0	0

Municipal Courts
Activity Detail
May 1, 2024 to May 31, 2024
100.0 Percent Reporting Rate
1 Reports Received Out of a Possible 1
Court: Burnet

CIVIL/ADMINISTRATIVE CASES	
	Total
Cases Pending 5/1/2024:	
<i>Active Cases</i>	0
<i>Inactive Cases</i>	0
Docket Adjustments	0
Cases Added:	
New Cases Filed	0
Cases Reactivated	0
All Other Cases Added	0
Total Cases on Docket	0
Dispositions:	
Uncontested Civil Fines or Penalties	0
Default Judgments	0
Agreed Judgments	0
Trial/Hearing by Judge/Hearing Officer	0
Trial by Jury	0
Dismissed for Want of Prosecution	0
All Other Dispositions	0
Total Cases Disposed	0
Cases Placed on Inactive Status	0
Cases Pending 5/31/2024:	
<i>Active Cases</i>	0
<i>Inactive Cases</i>	0
Cases Appealed:	
After Trial	0
Without Trial	0
JUVENILE/MINOR ACTIVITY	
	Total
Transportation Code Cases Filed.....	4
Non-Driving Alcoholic Beverage Code Cases Filed.....	1
Driving Under the Influence of Alcohol Cases Filed.....	0
Drug Paraphernalia Cases Filed.....	1
Tobacco Cases Filed.....	1
Truant Conduct Cases Filed.....	0
Education Code (Except Failure to Attend) Cases Filed.....	0
Violation of Local Daytime Curfew Ordinance Cases Filed.....	0
All Other Non-Traffic Fine-Only Cases Filed.....	0
Transfer to Juvenile Court:	
<i>Mandatory Transfer</i>	0
<i>Discretionary Transfer</i>	0
Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct).....	0
Held in Contempt by Criminal Court (Fined or Denied Driving Privileges).....	0
Juvenile Statement Magistrate Warning:	
<i>Warnings Administered</i>	0
<i>Statements Certified</i>	0
Detention Hearings Held.....	0
Orders for Non-Secure Custody Issued.....	0
Parent Contributing to Nonattendance Cases Filed.....	0

Municipal Courts
Activity Detail
May 1, 2024 to May 31, 2024
100.0 Percent Reporting Rate
1 Reports Received Out of a Possible 1
Court: Burnet

ADDITIONAL ACTIVITY		
	Number Given	Number Requests for Counsel
Magistrate Warnings:		
<i>Class C Misdemeanors</i>	0	---
<i>Class A and B Misdemeanors</i>	0	0
<i>Felonies</i>	0	0
		Total
Arrest Warrants Issued:		
<i>Class C Misdemeanors</i>		25
<i>Class A and B Misdemeanors</i>		0
<i>Felonies</i>		0
Capiases Pro Fine Issued		2
Search Warrants Issued		0
Warrants for Fire, Health and Code Inspections Filed		0
Examining Trials Conducted		0
Emergency Mental Health Hearings Held		0
Magistrate's Orders for Emergency Protection Issued		0
Magistrate's Orders for Ignition Interlock Device Issued		0
All Other Magistrate's Orders Issued Requiring Conditions for Release on Bond		0
Driver's License Denial, Revocation or Suspension Hearings Held		0
Disposition of Stolen Property Hearings Held		0
Peace Bond Hearings Held		0
Cases in Which Fine and Court Costs Satisfied by Community Service:		
<i>Partial Satisfaction</i>		0
<i>Full Satisfaction</i>		0
Cases in Which Fine and Court Costs Satisfied by Jail Credit		2
Cases in Which Fine and Court Costs Waived for Indigency		2
Amount of Fines and Court Costs Waived for Indigency		\$ 986
Fines, Court Costs and Other Amounts Collected:		
<i>Kept by City</i>		\$ 16,220
<i>Remitted to State</i>		\$ 5,469
<i>Total</i>		\$ 21,689

Municipal Courts
Activity Detail
June 1, 2024 to June 30, 2024
100.0 Percent Reporting Rate
1 Reports Received Out of a Possible 1
Court: Burnet

CRIMINAL CASES							
	Traffic Misdemeanors			Non-Traffic Misdemeanors			
	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance	Total
Cases Pending 6/1/2024:							
Active Cases	319	0	0	21	32	12	384
Inactive Cases	907	0	1	55	72	7	1,042
Docket Adjustments	0	0	0	0	0	0	0
Cases Added:							
New Cases Filed	86	0	0	7	6	2	101
Cases Reactivated	26	0	0	0	2	0	28
All Other Cases Added	0	0	0	0	0	0	0
Total Cases on Docket	431	0	0	28	40	14	513
Dispositions:							
Dispositions Prior to Court Appearance or Trial:							
Uncontested Dispositions	66	0	0	3	2	2	73
Dismissed by Prosecution	4	0	0	0	0	1	5
Total Dispositions Prior to Court Appearance or Trial	70	0	0	3	2	3	78
Dispositions at Court Appearance or Trial:							
Convictions:							
Guilty Plea or Nolo Contendere	0	0	0	0	0	0	0
By the Court	0	0	0	0	0	0	0
By the Jury	0	0	0	0	0	0	0
Acquittals:							
By the Court	0	0	0	0	0	0	0
By the Jury	0	0	0	0	0	0	0
Dismissed by Prosecution	0	0	0	0	0	0	0
Total Dispositions at Court Appearance or Trial	0	0	0	0	0	0	0
Compliance Dismissals:							
After Driver Safety Course	0	---	---	---	---	---	0
After Deferred Disposition	7	0	0	0	0	0	7
After Teen Court	0	0	0	0	0	0	0
After Tobacco Awareness Course	---	---	---	---	2	---	2
After Treatment for Chemical Dependency	---	---	---	0	0	---	0
After Proof of Financial Responsibility	1	---	---	---	---	---	1
All Other Transportation Code Dismissals	18	0	0	0	0	0	18
Total Compliance Dismissals	26	0	0	0	2	0	28
All Other Dispositions	0	0	0	0	0	0	0
Total Cases Disposed	96	0	0	3	4	3	106
Cases Placed on Inactive Status	81	0	0	0	6	0	87
Cases Pending 6/30/2024:							
Active Cases	254	0	0	25	30	11	320
Inactive Cases	962	0	1	55	76	7	1,101
Show Cause and Other Required Hearings Held	8	0	0	0	0	1	9
Cases Appealed:							
After Trial	0	0	0	0	0	0	0
Without Trial	0	0	0	0	0	0	0

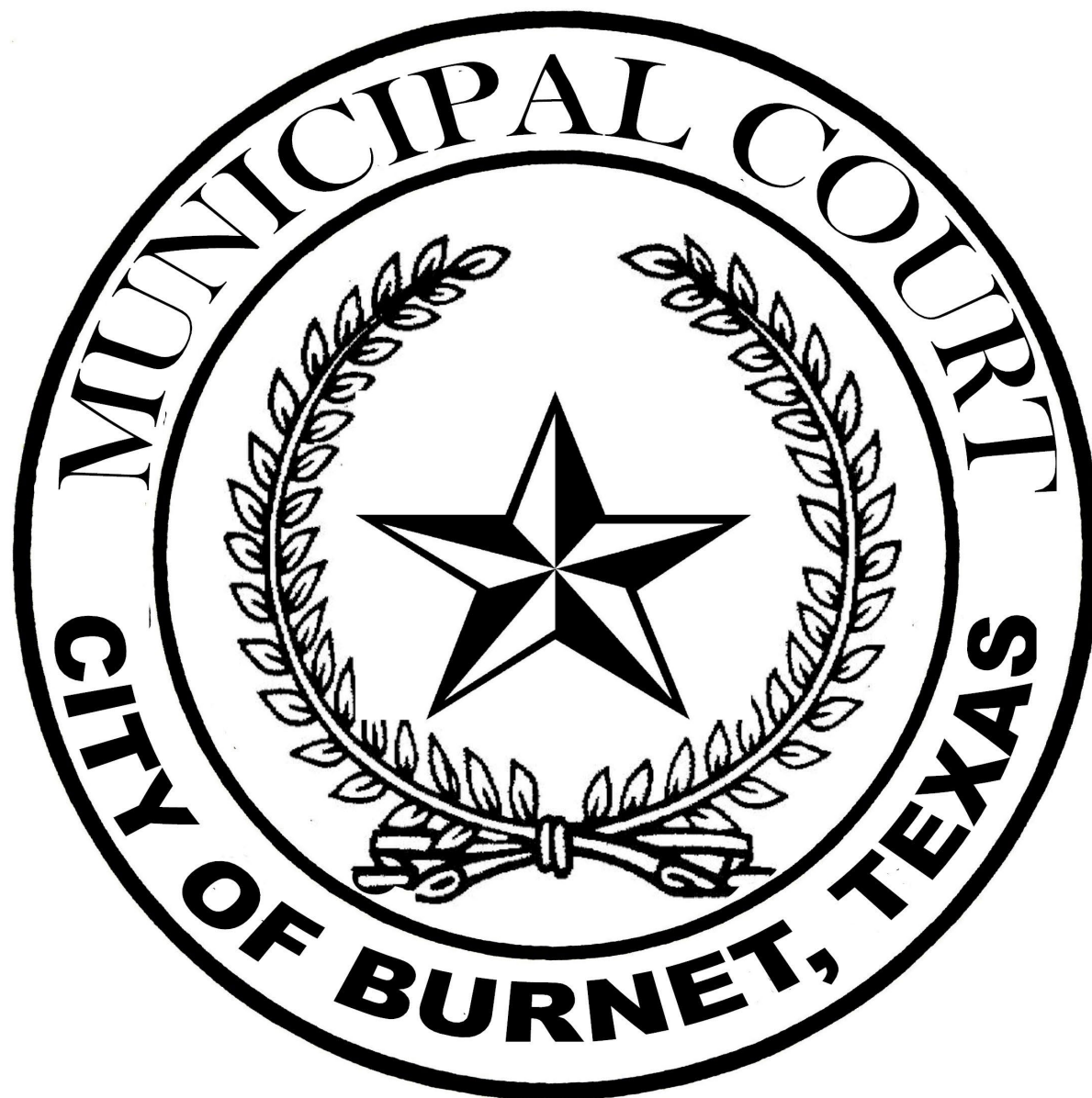
Municipal Courts
Activity Detail
June 1, 2024 to June 30, 2024
100.0 Percent Reporting Rate
1 Reports Received Out of a Possible 1
Court: Burnet

CIVIL/ADMINISTRATIVE CASES	
	Total
Cases Pending 6/1/2024:	
<i>Active Cases</i>	0
<i>Inactive Cases</i>	0
Docket Adjustments	0
Cases Added:	
New Cases Filed	0
Cases Reactivated	0
All Other Cases Added	0
Total Cases on Docket	0
Dispositions:	
Uncontested Civil Fines or Penalties	0
Default Judgments	0
Agreed Judgments	0
Trial/Hearing by Judge/Hearing Officer	0
Trial by Jury	0
Dismissed for Want of Prosecution	0
All Other Dispositions	0
Total Cases Disposed	0
Cases Placed on Inactive Status	0
Cases Pending 6/30/2024:	
<i>Active Cases</i>	0
<i>Inactive Cases</i>	0
Cases Appealed:	
After Trial	0
Without Trial	0
JUVENILE/MINOR ACTIVITY	
	Total
Transportation Code Cases Filed.....	0
Non-Driving Alcoholic Beverage Code Cases Filed.....	0
Driving Under the Influence of Alcohol Cases Filed.....	0
Drug Paraphernalia Cases Filed.....	0
Tobacco Cases Filed.....	0
Truant Conduct Cases Filed.....	0
Education Code (Except Failure to Attend) Cases Filed.....	0
Violation of Local Daytime Curfew Ordinance Cases Filed.....	0
All Other Non-Traffic Fine-Only Cases Filed.....	0
Transfer to Juvenile Court:	
<i>Mandatory Transfer</i>	0
<i>Discretionary Transfer</i>	0
Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct).....	0
Held in Contempt by Criminal Court (Fined or Denied Driving Privileges).....	0
Juvenile Statement Magistrate Warning:	
<i>Warnings Administered</i>	0
<i>Statements Certified</i>	0
Detention Hearings Held.....	0
Orders for Non-Secure Custody Issued.....	0
Parent Contributing to Nonattendance Cases Filed.....	0

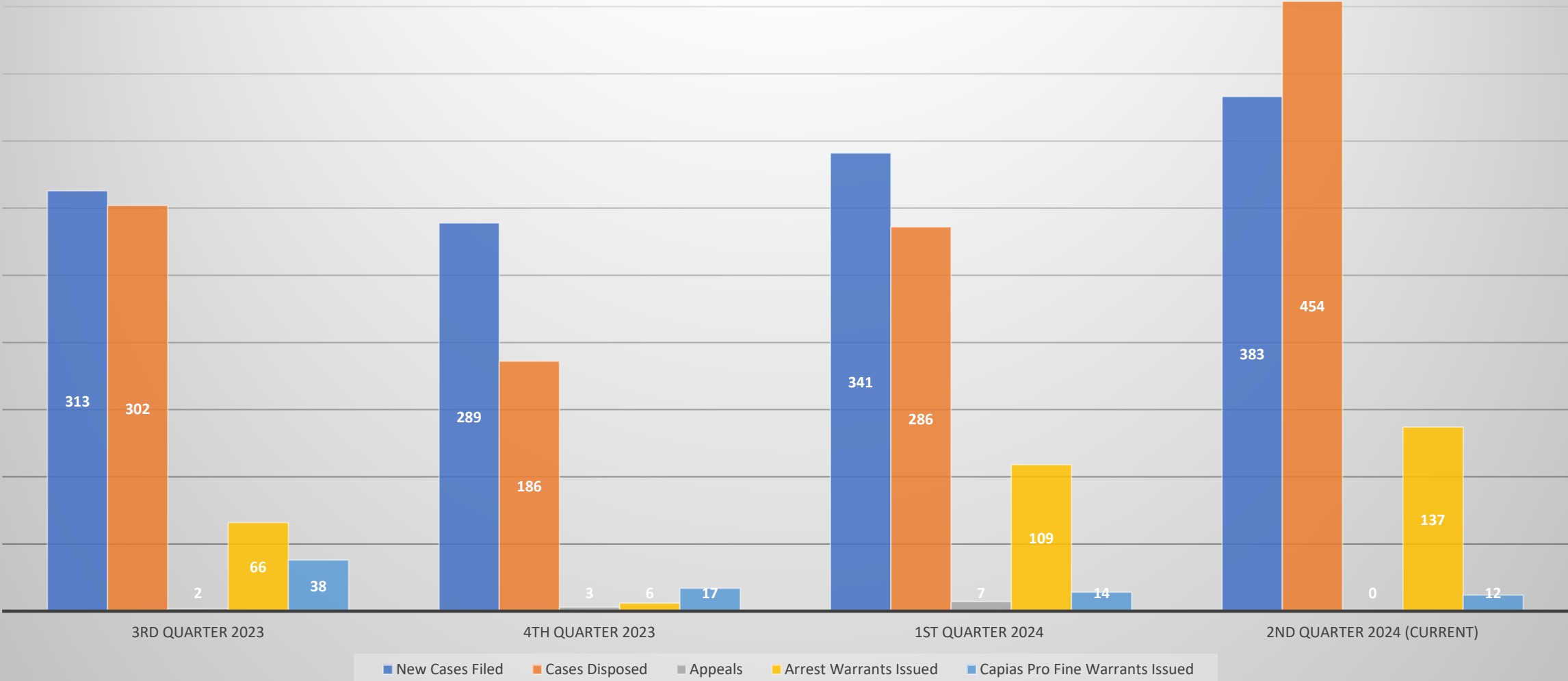
Municipal Courts
Activity Detail
June 1, 2024 to June 30, 2024
100.0 Percent Reporting Rate
1 Reports Received Out of a Possible 1
Court: Burnet

ADDITIONAL ACTIVITY		
	Number Given	Number Requests for Counsel
Magistrate Warnings:		
<i>Class C Misdemeanors</i>	0	--
<i>Class A and B Misdemeanors</i>	0	0
<i>Felonies</i>	0	0
		Total
Arrest Warrants Issued:		
<i>Class C Misdemeanors</i>		91
<i>Class A and B Misdemeanors</i>		0
<i>Felonies</i>		0
Capiases Pro Fine Issued		8
Search Warrants Issued		0
Warrants for Fire, Health and Code Inspections Filed		0
Examining Trials Conducted		0
Emergency Mental Health Hearings Held		0
Magistrate's Orders for Emergency Protection Issued		0
Magistrate's Orders for Ignition Interlock Device Issued		0
All Other Magistrate's Orders Issued Requiring Conditions for Release on Bond		0
Driver's License Denial, Revocation or Suspension Hearings Held		0
Disposition of Stolen Property Hearings Held		0
Peace Bond Hearings Held		0
Cases in Which Fine and Court Costs Satisfied by Community Service:		
<i>Partial Satisfaction</i>		2
<i>Full Satisfaction</i>		0
Cases in Which Fine and Court Costs Satisfied by Jail Credit		9
Cases in Which Fine and Court Costs Waived for Indigency		0
Amount of Fines and Court Costs Waived for Indigency		\$ 0
Fines, Court Costs and Other Amounts Collected:		
<i>Kept by City</i>		\$ 21,227
<i>Remitted to State</i>		\$ 7,250
<i>Total</i>		\$ 28,477

Burnet
Municipal
Court
Quarterly
Report



Burnet Municipal Court Quarterly Report



3rd Quarter (2023)

New cases filed: 313

Traffic – 261

Non-Traffic – 43

City Ordinance – 9

Cases cleared: 302

Clearance rate: 96%

Appeals: 2 Without Trial

Warrants Issued

Arrest Warrants – 66

CPF Warrants – 38

4th Quarter (2023)

New cases filed: 289

Traffic – 250

Non-Traffic – 35

City Ordinance – 4

Cases cleared: 186

Clearance rate: 64%

Appeals: 3 Without Trial

Warrants Issued

Arrest Warrants – 6

CPF Warrants – 17

1st Quarter

New cases filed: 341

Traffic – 295

Non-Traffic – 37

City Ordinance – 9

Cases cleared: 286

Clearance rate: 84%

Appeals: 7 Without Trial

Warrants Issued

Arrest Warrants – 109

CPF Warrants – 14

2nd Quarter (current)

New cases filed: 383

Traffic – 337

Non-Traffic – 41

City Ordinance – 5

Cases cleared: 454

Clearance rate: 118%

Appeals: 0

Warrants Issued

Arrest Warrants – 137

CPF Warrants – 12

*CPF = Capias Pro Fine

3rd Quarter Objectives

- The Court will work to ensure all information in the Court's case management system is correct and up to date to prepare for implementation of the Police Department's new ticket writing system.
- The Court will begin using Language Line to better assist court goers who do not speak English as their first language.
- The Court will continue to prepare to host the first RED program through Texas A&M AgriLife which is set for October 12, 2024, time TBD.



BURNET
CHAMBER OF COMMERCE

Coffee & Conversation

May



June



July



Business After Hours

June



July



Aug. 8





BURNET
CHAMBER OF COMMERCE



End of Summer party

July 25th from 6pm-8pm

FREE

Swimming, rock climbing wall, splash pad, hotdogs, popcorn & snow cones!

**Location: YMCA Highland Lakes
1601 S Water St., Burnet**



New Teacher Swag Bags

Chamber members are invited to donate 75 items to welcome our new BCISD teachers to the Burnet community.

DUE JULY 30TH



Women in Business

SUMMER Social

BEER/ WINE - FOOD - PHOTO BOOTH

THURSDAY, AUGUST 1ST
5 Pm- 7 Pm

WAGON SPRINGS
Wine Room
2440 CR 200, Burnet TX



Upcoming Events

Aug. 2nd – Ribbon Cutting: Angela’s Salon & Spa

Aug. 23rd – Ribbon Cutting: Magnolia Hospice

Aug. 27th – Quarterly Membership Luncheon





Community

Events



Burnet's
Christmas
ON THE
SQUARE

December 14th

Applications being processed

New activities for kids

City of Burnet

Financial Report



FYTD JUNE 30, 2024



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GENERAL FUND

The General Fund ended the period with a profit of \$2,123,041. Total revenues are tracking above the average budget for the period mainly because of the timing of property tax collections.

The General Fund's primary revenues include:

- **Property tax collections** – ended the period at 100% of budget and increased by \$403,710 over last year.
- **Sales tax collections** – ended the period at 79% of budget and increased by \$150,680 over the same period last year.
- **EMS transfer collections** – ended the period at 87% of budget and increased by \$252,689 over the same period last year.
- **Transfers In from other funds** – ended the period at 71% of budget and increased by \$7,539 over the same period last year.

Total expenditures ended the period at 72% of budget, which is below the straight-line average.

GOLF COURSE

The Golf Course ended the period with a profit of \$411,724 which is down by \$7,202 from this time last year.

Total revenues ended the period at 90% of budget. Compared to last year, revenues have increased \$148,063 mainly because of the rate increases that went into effect in July of 2023 and May of 2024.

Operating Expenses ended the period at 73% of budget. Compared to last year, expenses have increased by \$155,265 mainly because of increasing personnel costs, maintenance costs, and changes in the accounting for the admin allocation. During prior years, the general fund subsidized all of the golf fund's admin allocation expenses but this year the golf fund is responsible for \$50,000 of the admin allocation expenses.

ELECTRIC FUND

The Electric fund ended the period with a profit of \$307,467 and total revenues and expenses are tracking as expected with the budget. Compared to last year, electric consumption in total has increased by 1.82%.



CITY OF BURNET
FYTD JUNE FINANCIAL SUMMARY

FY 2024

WATER/WASTEWATER

The Water/Wastewater fund ended the period with a profit of \$256,343 and total revenues and expenses are tracking as expected with the budget. Compared to last year, water consumption has decreased by 1.86%.

AIRPORT (Restricted Fund)

The Airport Fund ended the period with a profit of \$102,848 and total revenues and expenses are tracking as expected with the budget.

Fuel sales and the related expenses no longer go to the City but directly to the new FBO. The City does receive a flowage fee based on gallons sold which accounts for about 6% of their total revenues. Compared to last year, avgas gallons sold are down 13% and jet gallons sold are down by 3%.

CASH RESERVES

Total "Unrestricted" cash reserve balance for the city as of June 30, 2024, was \$7,650,588. That is **\$3,150,588** above our 90-day required reserve amount.

Total "Restricted by Council" cash reserve balance for the city as of June 30, 2024, was **\$5,022,133**.

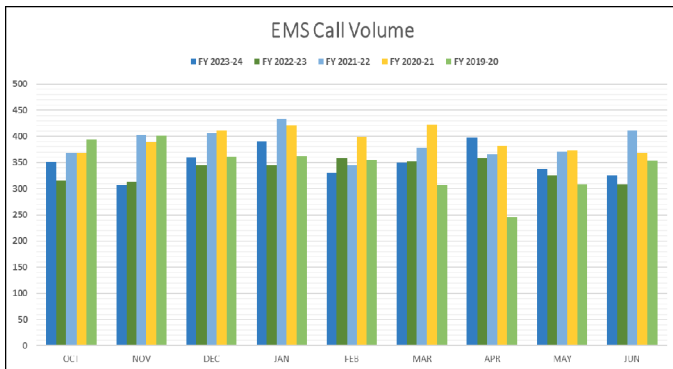
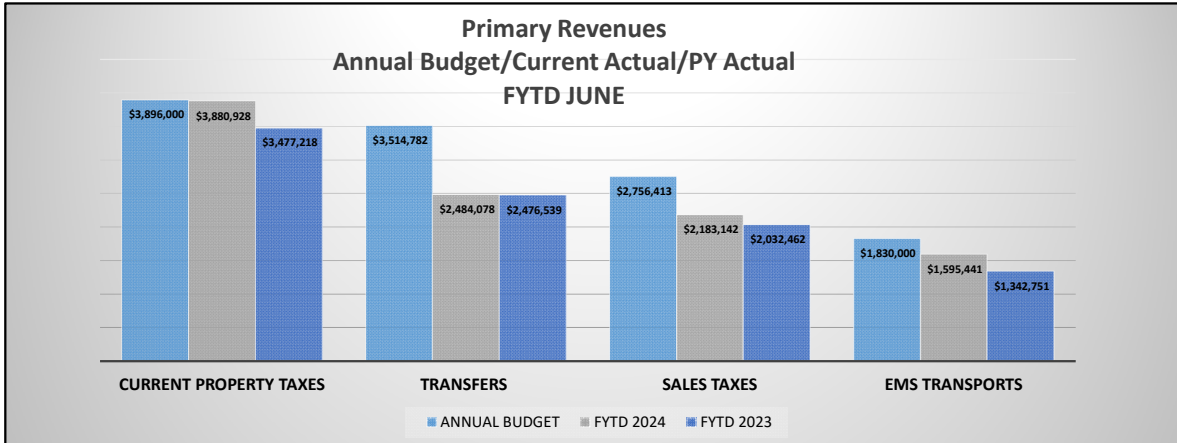
GENERAL FUND DASHBOARD

FYTD JUNE 2024

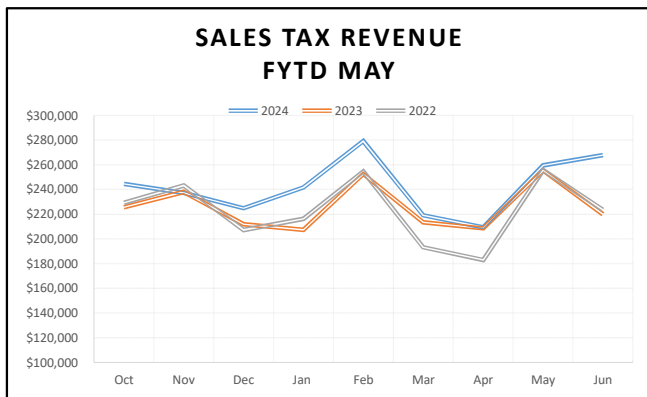
CURRENT RESULTS COMPARISON

	ORIGINAL BUDGET	ACTUAL FYTD JUNE 2024	% OF BUDGET	PY BUDGET 2022-2023	ACTUAL FYTD JUNE 2023	% OF BUDGET
REV	\$ 15,442,407	\$ 12,894,080	83%	\$ 14,766,308	\$ 12,054,335	82%
EXPENSES	14,878,137	10,771,039	72%	14,305,521	10,446,216	73%
PROFIT (LOSS)	\$ 564,270	\$ 2,123,041		\$ 460,787	\$ 1,608,120	

TABLES/CHARTS



FYTD 2024	3,151		
FYTD 2023	3,023		
Increase (Decrease)	128		4%



FYTD 2024	2,183,142		
FYTD 2023	2,032,462		
Increase (Decrease)	150,680		7%

City of Burnet, Texas
 General Fund
 Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual (Unaudited)
 FYTD JUNE 2024

	75% of year complete			PY BUDGET 2022-2023	PY ACTUAL FYTD JUNE 2023	% OF BUDGET
	ORIGINAL BUDGET 2023-24	ACTUAL FYTD JUNE 2024	% OF BUDGET			
REVENUE						
Ad valorem taxes	\$ 3,896,000	\$ 3,880,928	100%	\$ 3,476,000	\$ 3,477,218	100%
Sales taxes	2,756,413	2,183,142	79%	2,782,000	2,032,462	73%
Interfund Transfers	3,514,782	2,484,078	71%	3,396,724	2,476,539	73%
EMS Transfers	1,830,000	1,595,441	87%	2,072,000	1,342,751	65%
Franchise and other taxes	264,000	214,032	81%	162,000	248,462	153%
Court Fines and Fees	163,000	118,910	73%	140,000	131,967	94%
Grants & Donations	3,000	11,543	385% <i>i</i>	9,500	3,753	40%
Licenses & Permits	176,500	89,295	51%	153,300	141,634	92%
Charges for Services	2,486,812	1,858,317	75%	2,369,684	1,829,418	77%
Other Revenue	351,900	458,394	130%	205,100	370,131	180%
Use of Fund Balance (for Abatements)	30,000	30,000	100%	-	-	#DIV/0!
Total Revenue	\$ 15,472,407	\$ 12,924,080	84%	\$ 14,766,308	\$ 12,054,335	82%
<i>Total Revenue less fund balance</i>	<i>\$ 15,442,407</i>	<i>\$ 12,894,080</i>	<i>83%</i>	<i>\$ 14,766,308</i>	<i>\$ 12,054,335</i>	<i>82%</i>
EXPENDITURES						
Personnel Services	\$ 9,966,970	\$ 7,073,338	71%	\$ 9,592,515	\$ 6,857,188	71%
Supplies & Materials	589,175	370,813	63%	591,175	393,151	67%
Repairs & Maint	652,520	503,636	77%	612,211	502,400	82%
Contractual Services	2,200,015	1,636,879	74%	2,102,170	1,589,297	76%
Other Designated Expenses	752,047	588,847	78%	686,568	515,972	75%
Transfers to Self-funded	511,937	383,953	75%	514,037	385,528	75%
Capital Outlay	-	49,197	-	-	31,270	-
Transfers to Golf Admin/Grant Fund	205,473	164,375	80%	206,845	171,410	83%
Sub-total	<u>\$ 14,878,137</u>	<u>\$ 10,771,039</u>	<u>72%</u>	<u>\$ 14,305,521</u>	<u>\$ 10,446,216</u>	<u>73%</u>
CAPITAL/OTHER EXP (USES OF FUND BAL)						
Transfers - Capital/Other Uses of FB	30,000	30,000	100%	\$ -	\$ -	#DIV/0!
	<u>\$ 30,000</u>	<u>\$ 30,000</u>	<u>100%</u>	<u>\$ -</u>	<u>\$ -</u>	<u>#DIV/0!</u>
Total Expenditures	\$ 14,908,137	\$ 10,801,039	72%	\$ 14,305,521	\$ 10,446,216	73%
<i>Total Expenditures less Capital/Other</i>	<i>\$ 14,878,137</i>	<i>\$ 10,771,039</i>	<i>72%</i>	<i>\$ 14,305,521</i>	<i>\$ 10,446,216</i>	<i>73%</i>
NET CHANGE IN FUND BALANCE	\$ 564,270	\$ 2,123,041		\$ 460,787	\$ 1,608,120	

KEY VARIANCES - BUDGET vs ACTUAL (75% of Year Complete)

Revenues

- Ad valorem taxes are tracking above the average budget for the period because of the timing of collections. This is expected given that the majority of collections are typically received in December or January each year.
- EMS revenues are tracking above budget because of increasing transport run numbers and increases in payments received from insurance companies. EMS transport run numbers have increased by 4% over last year.
- Franchise and other taxes are tracking above the average budget mainly because of the timing of the quarterly franchise payments.
- Court revenues are tracking lower than expected and the prior year. Part of the decrease is likely a timing difference due to the fact that the previous Court Clerk retired in October and the new Court Administrator did not start until 1/22/2024. After the court clerk left, there was a delay in actively pursuing payments, issuing warrants, and setting up payment plans.
- Licenses & Permits are tracking below the average budget mainly because of decreased inspection fees. State legislation changed in September which means the current ordinance for inspection fees is no longer in compliance. Staff is planning to review options to establish a new rate.
- Other Revenue includes Interest Income which is coming in higher than expected because of high interest rates at Texpool. Texpool is averaging just over 5.3% interest.

Expenditures

- See Expenditures by Department/Category for more detail.

City of Burnet, Texas
 General Fund
 Expenditures by Department/Category
 FYTD JUNE 2024

75% of year complete

	ORIGINAL BUDGET			ACTUAL			PY BUDGET			PY ACTUAL		
	2023-24			FYTD JUNE 2024			2022-2023			FYTD JUNE 2023		
						% OF BUDGET						% OF BUDGET
EXPENDITURES (Less transfers to capital/other):												
City Council												
Personnel Services	\$	450	\$	-			\$	-				
Supplies & Materials		1,550		1,160		75%		2,000	\$	386		15%
Repairs & Maint		1,000		235		24%		1,000		291		612%
Contractual Services		8,020		5,323		66%		7,020		6,116		92%
Other Designated Expenses		9,075		13,602		150%		8,575		6,458		100%
Capital Outlay		-		7,485				-		-		
Total Expenditures		20,095		27,806		138%		18,595		13,251		71%
General Administration												
Personnel Services		1,330,989		917,424		69%		1,277,069		899,736		70%
Supplies & Materials		20,400		18,321		90%		21,700		14,844		68%
Repairs & Maint		109,000		97,684		90%		91,000		93,503		103%
Contractual Services		281,090		254,220		90%		260,303		215,743		83%
Other Designated Expenses		475,964		356,194		75%		423,581		319,799		75%
Transfers Golf Admin/Grant Fund		205,473		164,375		80%		206,845		171,410		83%
Total Expenditures		2,422,916		1,808,218		75%		2,280,498		1,715,034		75%
Municipal Court												
Personnel Services		75,689		70,294		93%		73,658		54,847		74%
Supplies & Materials		675		754		112%		675		270		40%
Repairs & Maint		6,500		5,455		84%		8,500		6,296		74%
Contractual Services		27,500		21,555		78%		15,300		11,970		78%
Other Designated Expenses		7,150		8,233		115%		5,050		6,105		121%
Total Expenditures		117,514		106,290		90%		103,183		79,488		77%
Police/Animal Shelter/K-9												
Personnel Services		2,748,870		1,922,110		70%		2,610,113		1,861,745		71%
Supplies & Materials		130,300		84,638		65%		138,200		86,835		63%
Repairs & Maint		121,370		95,486		79%		113,950		103,474		91%
Contractual Services		243,584		143,587		59%		228,350		180,087		79%
Other Designated Expenses		91,308		131,456		144%		99,162		72,216		73%
Transfers to Self-funded		174,839		131,129		75%		181,341		136,006		75%
Capital Outlay		-		-				-		18,107		
Total Expenditures		3,510,271		2,508,407		71%		3,371,116		2,458,470		73%
Fire/EMS												
Personnel Services		3,684,261		2,831,154		77%		3,584,056		2,563,119		72%
Supplies & Materials		249,050		157,348		63%		243,650		155,482		64%
Repairs & Maint		176,000		130,607		74%		174,500		128,469		74%
Contractual Services		324,518		220,137		68%		302,070		215,554		71%
Other Designated Expenses		93,600		43,624		47%		74,600		64,360		86%
Transfers to Self-funded		260,079		195,059		75%		267,868		200,901		75%
Capital Outlay		-		-				-		10,600		
Total Expenditures		4,787,508		3,577,929		75%		4,646,744		3,338,486		72%
Streets												
Personnel Services		791,616		493,717		62%		753,705		574,058		76%
Supplies & Materials		80,550		36,343		45%		77,300		65,534		85%
Repairs & Maint		94,000		80,730		86%		89,400		60,815		68%
Contractual Services		7,350		6,923		94%		8,750		5,540		63%
Other Designated Expenses		6,000		1,305		22%		5,000		11,745		235%
Transfers to Self-funded		34,504		25,878		75%		26,611		19,958		75%
Capital Outlay		-		34,780				-		1,282		
Total Expenditures		1,014,020		679,676		67%		960,766		738,932		77%
City Shop												
Personnel Services		72,756		57,284		79%		78,439		48,513		62%
Supplies & Materials		17,850		13,005		73%		15,000		11,200		75%
Repairs & Maint		12,200		7,938		65%		12,500		7,715		62%
Contractual Services		6,380		4,666		73%		6,380		4,615		72%
Other Designated Expenses		5,000		5,425		109%		5,050		3,641		72%
Total Expenditures		114,186		88,318		77%		117,369		75,683		64%
Sanitation												
Contractual Services		1,002,573		740,115		74%		974,947		722,918		74%
Other Designated Expenses		25,000		9,921		40%		25,000		11,113		44%
Total Expenditures		1,027,573		750,036		73%		999,947		734,031		73%
PW Admin												
Personnel Services		169,543		71,490		42%		164,985		122,291		74%
Supplies & Materials		2,700		500		19%		1,800		1,228		68%
Repairs & Maint		500		579		116%		200		284		142%
Contractual Services		1,000		1,894		189%		-		612		
Other Designated Expenses		4,000		2,117		53%		850		3,078		362%
Transfers to Self-funded		-		-				-		-		
Total Expenditures		177,743		76,580		43%		167,835		127,493		76%

City of Burnet, Texas
 General Fund
 Expenditures by Department/Category
 FYTD JUNE 2024

75% of year complete

ORIGINAL BUDGET	ACTUAL	% OF
2023-24	FYTD JUNE 2024	BUDGET

PY BUDGET	PY ACTUAL	% OF
2022-2023	FYTD JUNE 2023	BUDGET

EXPENDITURES (Less transfers to capital/other):

	ORIGINAL BUDGET 2023-24	ACTUAL FYTD JUNE 2024	% OF BUDGET	PY BUDGET 2022-2023	PY ACTUAL FYTD JUNE 2023	% OF BUDGET
Parks						
Personnel Services	629,305	381,300	61%	589,046	408,829	69%
Supplies & Materials	76,500	51,780	68%	79,000	52,368	66%
Repairs & Maint	108,450	67,489	62%	101,650	74,652	73%
Contractual Services	87,900	65,612	75%	88,650	63,232	71%
Other Designated Expenses	9,150	4,704	51%	8,500	6,917	81%
Capital Outlay		6,932			1,282	
Transfers to Self-funded	32,367	24,275	75%	28,069	21,052	75%
Total Expenditures	943,672	602,092	64%	894,915	628,330	70%
Galloway Hammond						
Repairs & Maint	5,000	6,260	125%	5,000	13,626	273%
Contractual Services	100,000	75,000	75%	100,000	75,000	75%
Capital Outlay	-	-	0%	-	-	0%
Total Expenditures	105,000	81,260	77%	105,000	88,626	84%
Development Services						
Personnel Services	188,510	143,478	76%	187,774	127,657	68%
Supplies & Materials	6,000	4,443	74%	5,650	3,557	63%
Repairs & Maint	8,000	5,355	67%	8,261	5,292	64%
Contractual Services	102,300	94,289	92%	99,050	84,228	85%
Other Designated Expenses	20,250	10,074	50%	28,200	13,331	47%
Capital Outlay						
Total Expenditures	325,060	257,639	79%	328,935	234,064	71%
Engineering						
Personnel Services	274,981	185,087	67%	273,670	196,007	72%
Supplies & Materials	3,600	2,519	70%	6,200	1,544	25%
Repairs & Maint	10,500	5,820	55%	6,250	2,160	35%
Contractual Services	7,800	3,557	46%	11,350	3,339	29%
Other Designated Expenses	5,550	2,193	40%	3,000	3,668	122%
Transfers to Self-funded	10,148	7,611	75%	10,148	7,611	75%
Total Expenditures	312,579	206,787	66%	310,618	214,328	
TOTAL EXPENDITURES	\$ 14,878,137	\$ 10,771,039	72%	\$ 14,305,521	\$ 10,446,216	73%

KEY EXPENDITURE VARIANCES - BUDGET vs ACTUAL (75% of Year Complete)

<i>CITY COUNCIL - Other Designated Expenses are tracking higher than budget mainly because of the Special Election publishing costs of \$6,630. In addition, it includes council's travel and conference expenses for the 2023 TML Conference held in October.</i>
<i>CITY COUNCIL - Capital Outlay is tracking higher than budgeted because they include expenses for the new Council SharePoint site which was not part of the original budget.</i>
<i>ADMIN - Supplies are tracking higher than the average budget mainly because of higher than expected postage refill costs.</i>
<i>ADMIN -Repairs and Maintenance are tracking above the average budget because of the timing of our software payments - our annual ERP software maintenance payment was paid in full in April and our applicant tracking software, Civic HR, was paid in full in December.</i>
<i>ADMIN - Contractual Services are tracking above budget because of the timing of the Audit (majority of work is performed in Dec) and increasing City Attorney services. The bulk of City Attorney fees are related to a code enforcement property issue that was reimbursed through revenue when the property lien was paid.</i>
<i>COURT - Personnel costs are tracking higher than average because the City's long tenured Court Clerk retired in October and received payouts for accrued comp, sick, and vacation time. In addition, the court clerk was replaced with a court administrator position at a higher salary.</i>
<i>COURT -Repairs and Maintenance are tracking above the average budget because of the timing of our annual Court Case Management software maintenance payment which was paid in full in April.</i>
<i>COURT - Contractual Services are tracking higher than the average for the period because of increasing housing of prisoners costs. The county billed us approximately \$3,300 for inmate housing that was related to the prior year but not billed until the current fiscal year.</i>
<i>COURT - Other Designated Expenses are tracking higher than the average budget because the City had a retirement party for the retiring Court Clerk in October and added training for the new Court Administrator.</i>
<i>PD - Designated Expenses are tracking higher than budget mainly because of the new lease agreement with Lenslock for cameras, replacement of computers, and travel expenses including payment for the Administrative Officers Course (AOC) program.</i>
<i>FIRE PERSONNEL - expenses are tracking higher than normal for this time mainly because of increasing overtime pay. The department has had several vacancies this year due to turnover, an increase in employees out on leave including maternity leave, and the department is having difficulty hiring and retaining part-timers. Therefore, the department is having to backfill positions at higher overtime rates to meet minimum staffing requirements.</i>
<i>STREETS - Repairs and Maintenance are tracking higher than the average budget because of costly repairs to the Sweeper (approximately \$12K) and a new motor for a work truck (approximately \$8K).</i>
<i>STREETS - Contractual services include uniforms and are tracking higher than the average budget because of the purchase of replacement boots and uniforms in October and November.</i>
<i>STREETS - Capital Outlay includes \$6K for new hose, \$7K for shredder, and \$22K for new solar powered radar speed signs.</i>
<i>CITY SHOP - Designated expenses are tracking higher than the average budget because of the purchase of a generator and portable fuel tanks.</i>
<i>PW ADMIN -Contractual services includes communications which are tracking higher than the budget due to service contract for new ipads for the department.</i>
<i>PARKS - Capital Outlay includes \$7K for their portion of new shredder purchased for public works departments.</i>
<i>GALLOWAY HAMMOND - Repairs and Maintenance are tracking higher than the average budget because of pool plumbing repairs, pool pump motor repairs, and pump room window repairs.</i>
<i>DEVELOPMENT SERVICES - Contractual services are tracking higher than the average budget because of increasing inspection fees performed by ATS.</i>

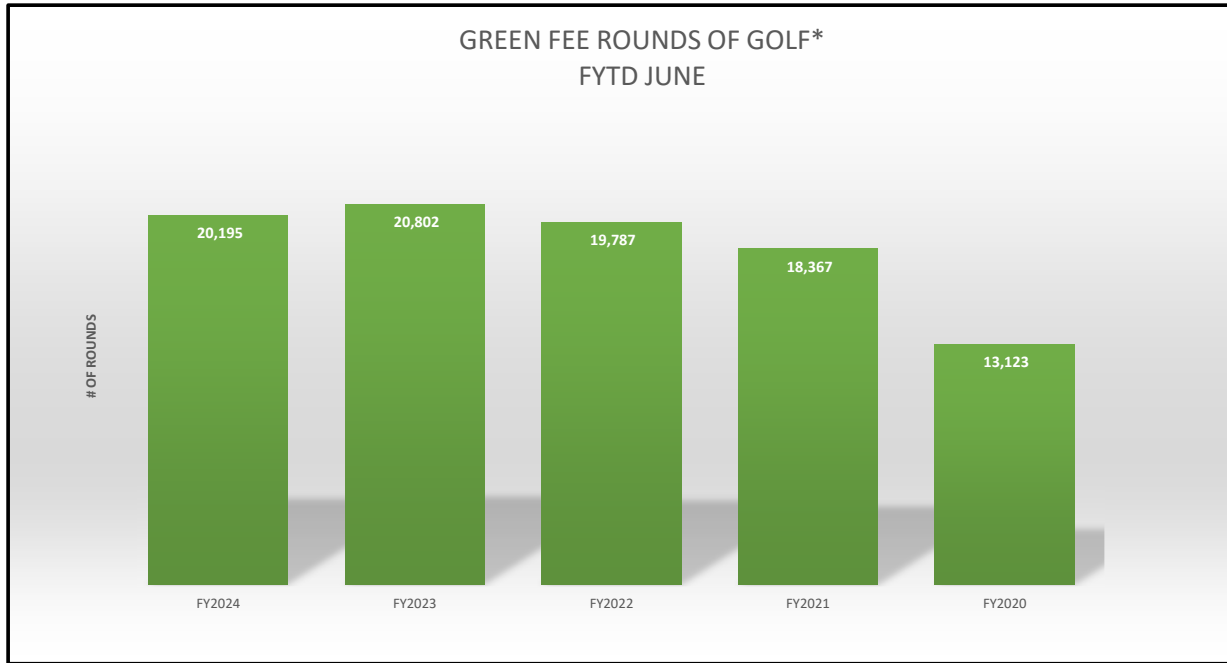
GOLF COURSE FUND DASHBOARD

FYTD JUNE 2024

CURRENT RESULTS COMPARISON

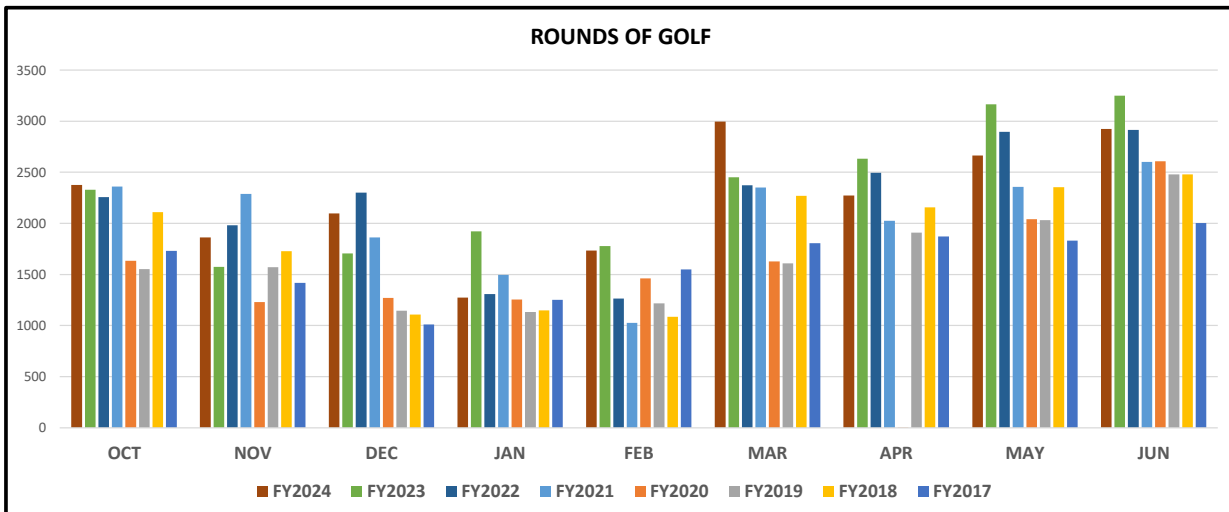
	ORIGINAL BUDGET	ACTUAL FYTD JUNE 2024	% OF BUDGET	PY BUDGET 2022-2023	ACTUAL FYTD JUNE 2023	% OF BUDGET
REV (net of cogs/tourn exp)	\$ 2,144,918	\$ 1,930,284	90%	\$ 1,860,895	\$ 1,782,221	96%
EXPENSES	2,077,634	1,518,561	73%	1,778,214	1,363,295	77%
PROFIT (LOSS)	\$ 67,284	\$ 411,724		\$ 82,681	\$ 418,926	

TABLES/CHARTS



	FYTD
Rounds of Golf*	20,195
2023-2024	20,802
OVER (UNDER)	(607)
	-2.92%

*Does not include annual dues or tournament rounds played.



Notes:

April of 2020 golf course was closed for the month due to the Covid Pandemic.
 Feb of 2021 golf course was closed for 11 days because of Severe Winter Storm.

City of Burnet, Texas
 Golf Fund (Delaware Springs)
 Revenues, Expenses, and Changes in Fund Net Position - Budget and Actual (Unaudited)
 FYTD JUNE 2024

	75% of year complete			PY BUDGET 2022-2023	PY ACTUAL FYTD JUNE 2023	% OF BUDGET
	ORIGINAL BUDGET 2023-24	ACTUAL FYTD JUNE 2024	% OF BUDGET			
Revenues						
Charges for Services:						
Green Fees/Cart Rentals	\$ 1,075,000	\$ 907,911	84%	\$ 947,205	\$ 824,175	87%
Member Charges	257,500	266,832	104%	232,000	256,780	111%
Net Tournament Fees	190,000	219,543	116%	144,000	196,518	136%
Driving Range	82,000	62,714	76%	62,000	50,242	81%
Net Charges for Services	1,604,500	1,457,001	91%	1,385,205	1,327,714	96%
Pro Shop Merchandise Sales (Net)	78,420	63,539	81%	72,655	65,718	90%
Snack Bar Sales (Net)	180,000	163,208	91%	147,744	145,622	99%
Transfer from GF (Admin/Use of FB)	205,473	167,776	82%	206,845	170,630	82%
Other Revenue	76,525	78,761	103%	48,446	72,538	150%
Total Revenues	2,144,918	1,930,284	90%	1,860,895	1,782,221	96%
Expenses						
Personnel Services	1,255,258	851,963	68%	1,067,824	777,037	73%
Supplies & Materials	147,800	121,133	82%	129,550	98,340	76%
Repairs & Maint	100,500	93,896	93%	84,300	75,353	89%
Contractual Services	99,950	72,344	72%	67,600	60,948	90%
Other Designated Expenses	69,150	61,821	89%	52,750	53,979	102%
Transfers to Self-funded	149,503	112,127	75%	169,345	127,009	75%
Admin Allocation	255,473	205,276	80%	206,845	170,630	82%
Total Expenses	2,077,634	1,518,561	73%	1,778,214	1,363,295	77%
Change in Net Position	67,284	411,724		82,681	418,926	
Operating Subsidy from General Fund	-	-		-	-	
Net Position	67,284	411,724		82,681	418,926	
Green Fee Rounds		20,195			20,802	
Green Fee Rev Per Round	\$	44.96		\$	39.62	

KEY VARIANCES - BUDGET vs ACTUAL (75% of Year Complete)

Revenues

NOTE: The Golf Course did increase green fee rates by \$3.00 and cart rental rates by \$2.00 at the end of July 2023 and then an additional \$2.00 increase in green fees and \$2.00 increase in cart rental rates went into effect in May 2024.

-The majority of Member Charges which include pre-paid green fees, trail fees, annual cart rental and storage are collected in October and April of each year.

-Tournament revenues are tracking ahead of budget because the course hosted several large tournaments during the third quarter.

They turned 1,069 tournament rounds in April, 1,098 in May, and 1,038 in June . Total tournament rounds are down 63 from last year but net tournament revenues have increased by \$23K because of rate increases.

-Transfer from General Fund (GF) is used to offset the admin allocation less \$4,167 monthly (or \$50,000 annually).

- Other Revenue includes Interest Income which is coming in higher than expected because of high interest rates at Texpool. Texpool is averaging just over 5.3% interest.

Expenses

- Supplies and Materials include Chemical and Fertilizer Expenses which are tracking higher than the average straight-lined budget because of increasing prices for the year.

- R&M Expenses are tracking higher than the average straight-lined budget because of equipment and irrigation repairs, and increasing sand and freight prices.

- Other Designated Expenses are tracking higher than the average budget mainly because of increasing credit card fees associated with increasing revenues and additional insurance expenses of \$2,659 related to an employee suit.

- Admin allocation is offset by the Transfer from GF less \$4,167 monthly (or \$50,000 annually).

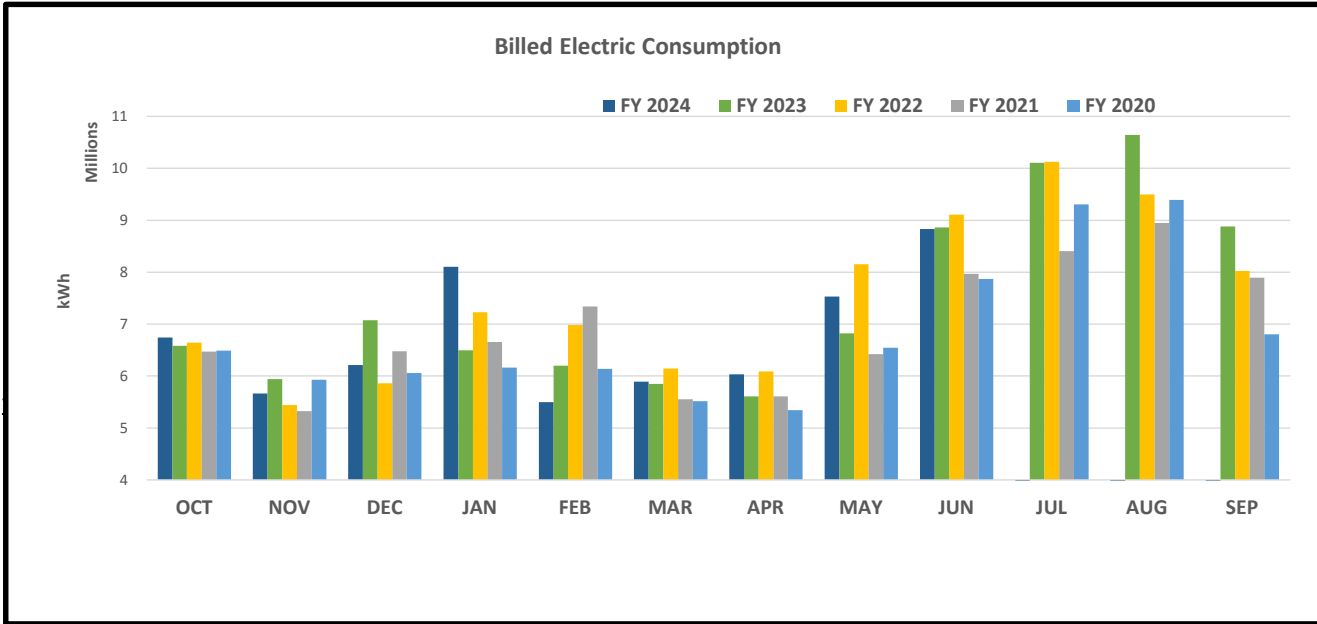
ELECTRIC FUND DASHBOARD

FYTD JUNE 2024

CURRENT RESULTS COMPARISON

	ORIGINAL BUDGET	ACTUAL FYTD JUNE 2024	% OF BUDGET	PY BUDGET 2022-2023	ACTUAL FYTD JUNE 2023	% OF BUDGET
REV (net of cogs)	\$ 4,300,026	\$ 3,143,031	73%	\$ 4,119,298	\$ 2,965,056	72%
EXPENSES	3,926,232	2,835,564	72%	3,816,446	2,698,102	71%
PROFIT (LOSS)	\$ 373,794	\$ 307,467		\$ 302,852	\$ 266,954	

TABLES/CHARTS



FYTD 2024	60,508,010
FYTD 2023	59,427,449
ytd variance	1,080,561
% variance	1.82%

City of Burnet, Texas
 Electric Fund
 Revenues, Expenses, and Changes in Fund Net Position - Budget and Actual (Unaudited)
 FYTD JUNE 2024

	75% of year complete					
	ORIGINAL BUDGET 2023-24	ACTUAL FYTD JUNE 2024	% OF BUDGET	PY BUDGET 2022-2023	PY ACTUAL FYTD JUNE 2023	% OF BUDGET
REVENUES						
Electric Sales	\$ 9,781,915	\$ 7,203,245		\$ 9,090,778	\$ 6,728,783	
Less Cost of Power	5,776,753	4,303,209		5,237,806	3,979,228	
Net Electric Sales	4,005,162	2,900,036	72%	3,852,972	2,749,555	71%
Penalties	94,446	76,178	81%	87,766	59,829	68%
Pole Rental	48,750	48,991	100%	48,400	48,631	100%
Credit Card Convenience Fees	56,668	39,427	70%	52,660	37,275	71%
Other Revenue	65,000	48,399	74%	47,500	51,118	108%
Transfer from Hotel/Motel Fund*	30,000	30,000	100%	30,000	18,649	
Use of Fund Balance		-		-	-	
Total Revenue	\$ 4,300,026	\$ 3,143,031	73%	\$ 4,119,298	\$ 2,965,056	72%
<i>Total Revenue less fund balance</i>	<i>\$ 4,300,026</i>	<i>\$ 3,143,031</i>	<i>73%</i>	<i>\$ 4,119,298</i>	<i>\$ 2,965,056</i>	<i>72%</i>
EXPENSES						
Personnel Services	1,015,932	703,984	69%	945,807	679,216	72%
Supplies & Materials	74,700	50,823	68%	77,100	41,288	54%
Repairs & Maint	198,500	155,383	78%	191,000	126,455	66%
Contractual Services	171,200	127,640	75%	158,400	118,748	75%
Other Designated Expenses	83,500	74,198	89%	89,050	61,671	69%
Capital Outlay *	55,000	62,742	114%	55,000	38,524	70%
Transfers to Debt Service	51,500	38,625	75%	53,000	39,750	75%
Transfers to Self-funded	23,546	17,660	75%	25,418	19,064	75%
Return on Investment	1,675,657	1,210,160	72%	1,678,174	1,188,757	71%
Admin Allocation	463,570	328,616	71%	432,742	306,029	71%
Shop Allocation	28,546	22,080	77%	29,342	18,921	64%
PW Admin Allocation	53,323	22,974	43%	50,351	38,248	76%
Engineering Allocation	31,258	20,679	66%	31,062	21,433	69%
Transfer to Capital				-	-	
Total Expenses	\$ 3,926,232	\$ 2,835,564	72%	\$ 3,816,446	\$ 2,698,102	71%
<i>Total Expenses less xfers to capital and other uses of fund balance</i>	<i>\$ 3,926,232</i>	<i>\$ 2,835,564</i>	<i>72%</i>	<i>\$ 3,816,446</i>	<i>\$ 2,698,102</i>	<i>71%</i>
Change in Net Position	\$ 373,794	\$ 307,467		\$ 302,852	\$ 266,954	

KEY VARIANCES - BUDGET vs ACTUAL (75% of Year Complete)

Revenues

- Pole Rental Charges are typically invoiced in February and received by April or May.
- Transfer from Hotel/Motel Fund is to help offset cost of Christmas Decorations which were purchased during first quarter.

Expenses

- Other designated expenses are tracking ahead of budget because it includes non capital equipment and the department purchased a 12Ton Die Crimper for \$4,575 in January and two cable cutters for \$3,970 in March. In addition, service charges for credit cards have increased.
- Capital Outlay Expenses are tracking above the budget because of the purchase of several large Christmas decorations early in the year that include new garland with bows, a polar bear, and a nativity scene for the square. The City received contributions in the amount of \$8,000 to help offset the cost of the nativity scene along with \$30,000 from Hotel Motel fund for Christmas decorations. In addition, the BEDC approved funding \$25,000 for marketing and holiday decorations which will be transferred pending approval of the next budget amendments.

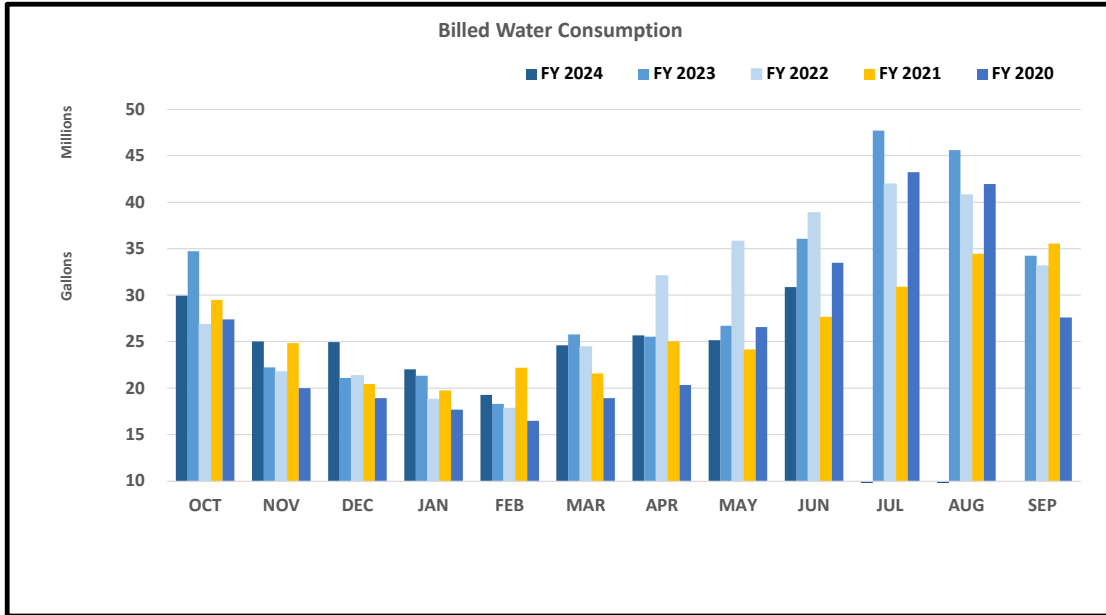
WATER/WW FUND DASHBOARD

FYTD JUNE 2024

CURRENT RESULTS COMPARISON

	ORIGINAL	ACTUAL	% OF	PY BUDGET	ACTUAL	% OF
	BUDGET	FYTD JUNE 2024	BUDGET	2022-2023	FYTD JUNE 2023	BUDGET
REV	\$ 4,707,667	\$ 3,415,918	73%	\$ 4,624,417	\$ 3,410,684	74%
EXPENSES	4,465,763	3,159,576	71%	4,330,936	3,118,903	72%
PROFIT (LOSS)	\$ 241,904	\$ 256,343		\$ 293,481	\$ 291,780	

TABLES/CHARTS



Billed Consumption in gallons:

FYTD 2024	227,486,787
FYTD 2023	231,787,820
Variance	(4,301,033)
% variance	-1.86%

City of Burnet, Texas
Water/Wastewater Fund
Revenues, Expenses, and Changes in Fund Net Position - Budget and Actual (Unaudited)
FYTD JUNE 2024

	75% of year complete			PY BUDGET 2022-2023	PY ACTUAL FYTD JUNE 2023	% OF BUDGET
	ORIGINAL BUDGET 2023-24	ACTUAL FYTD JUNE 2024	% OF BUDGET			
REVENUE						
Water Sales	\$ 2,487,867	\$ 1,778,386	71%	\$ 2,482,303	\$ 1,826,777	74%
Wastewater Sales	1,975,800	1,498,285	76%	1,932,000	1,471,584	76%
Penalties	45,000	33,790	75%	45,072	20,196	45%
Water/Sewer Connects	37,000	21,791	59%	37,000	31,070	84%
Credit Card Convenience Fees	27,000	21,231	79%	25,042	20,074	80%
Other Revenue	60,000	62,436	104%	28,000	40,984	146%
Use Impact Fees	75,000	-	0%	75,000	-	0%
Use of Fund Balance	-	-		1,135,000	-	0%
Total Revenue	\$ 4,707,667	\$ 3,415,918	73%	\$ 5,759,417	\$ 3,410,684	59%
<i>Total Revenue less fund balance</i>	<i>\$ 4,707,667</i>	<i>\$ 3,415,918</i>	<i>73%</i>	<i>\$ 4,624,417</i>	<i>\$ 3,410,684</i>	<i>74%</i>
EXPENSES						
Personnel Services	1,510,138	999,926	66%	\$ 1,410,682	986,252	70%
Supplies & Materials	226,650	170,952	75%	190,300	162,619	85%
Repairs & Maint	365,250	190,408	52%	383,750	207,464	54%
Contractual Services	307,100	248,944	81%	300,050	232,044	77%
Cost of Water	70,000	83,150	119%	70,000	53,422	76%
Other Designated Expenses	113,521	91,463	81%	98,542	66,625	68%
Transfers to Debt Service	931,875	698,906	75%	930,125	697,594	75%
Transfers to Self-funded	10,148	7,611	75%	51,512	38,634	75%
In Lieu of Taxes	370,613	273,274	74%	363,953	272,855	75%
Admin Allocation	329,792	240,434	73%	305,298	223,283	73%
Shop Allocation	28,546	22,080	77%	29,342	18,921	64%
PW Admin Allocation	71,098	30,632	43%	67,134	50,997	76%
Engineering Allocation	125,032	82,715	66%	124,248	85,731	69%
Capital Outlay	6,000	19,080	318%	6,000	22,463	0%
Transfer to Capital				1,135,000	-	0%
Total Expenses	\$ 4,465,763	\$ 3,159,576	71%	\$ 5,465,936	\$ 3,118,903	57%
<i>Total Expenses less Transfers to Capital and other uses of fund balance</i>	<i>\$ 4,465,763</i>	<i>\$ 3,159,576</i>	<i>71%</i>	<i>\$ 4,330,936</i>	<i>\$ 3,118,903</i>	<i>72%</i>
Change in Net Position	\$ 241,904	\$ 256,343		\$ 293,481	\$ 291,780	

KEY VARIANCES - BUDGET vs ACTUAL 75% of Year Complete)

Revenues

-Other Revenues are tracking higher than expected because of increased bulk potable water sales at public works and increased interest income.

Expenses

-Contractual Services are tracking higher than the average budget because of increasing utility costs and because the department renewed their Highland Lakes Firm Water Customer Coalition membership for \$4,000 this year.

-Cost of Water is tracking higher than the average budget because the City's consumption was higher than normal due to several large leaks that have since been repaired.

-Other Designated Expenses include credit card service charges which are tracking ahead of budget due to increasing fees and it also includes the non capital equipment budget which has been used to purchase a test smoker, computers, and a pressure washer.

-Capital Outlay is tracking above budget because of the purchase of a Safety Valve for \$19K located in the transmission main that has a 20 year life.

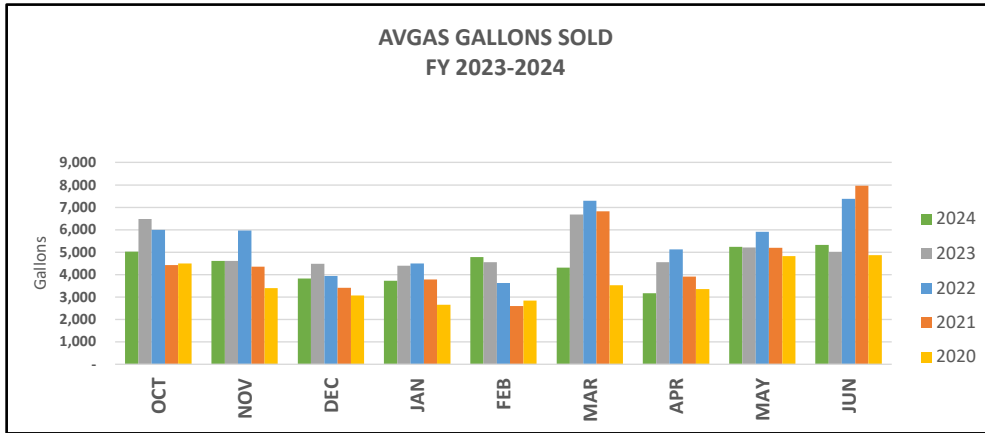
AIRPORT FUND DASHBOARD

FYTD JUNE 2024

CURRENT RESULTS COMPARISON

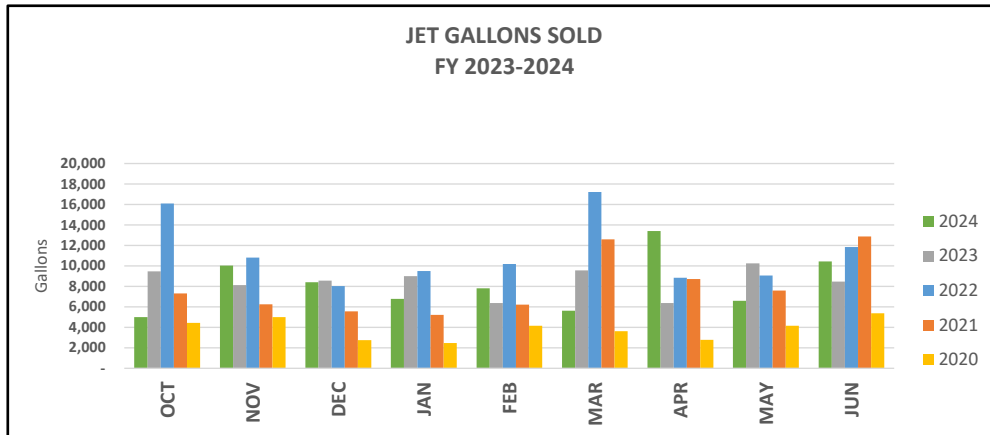
	ORIGINAL BUDGET	ACTUAL FYTD JUNE 2024	% OF BUDGET	AMENDED BUDGET 2022-2023	ACTUAL FYTD JUNE 2023	% OF BUDGET
REV (net of cogs)	\$ 335,757	\$ 260,154	77%	\$ 339,381	\$ 283,913	84%
EXPENSES	254,246	157,307	62%	258,228	211,316	82%
PROFIT (LOSS)	\$ 81,511	\$ 102,848		\$ 81,153	\$ 72,597	

TABLES/CHARTS



Avgas Gallons Sold:

FYTD 2024	40,084
FYTD 2023	46,017
Increase(decrease)	<u>(5,933)</u>
	-12.89%



Jet Gallons Sold:

FYTD 2024	74,148
FYTD 2023	76,285
Increase(decrease)	<u>(2,137)</u>
	-2.80%

City of Burnet, Texas
 Airport Fund
 Revenues, Expenses, and Changes in Fund Net Position - Budget and Actual (Unaudited)
 FYTD JUNE 2024

	75% of year complete			AMENDED BUDGET 2022-2023	PY ACTUAL FYTD JUNE 2023	% OF BUDGET
	ORIGINAL BUDGET 2023-2024	ACTUAL FYTD JUNE 2024	% OF BUDGET			
REVENUE						
Av Gas Sales	\$ -	-		\$ 89,525	\$ 89,527	
Av Gas Purchases				71,575	71,574	
Net Sales				17,950	17,953	100%
Jet Gas Sales				156,010	156,012	
Jet Gas Purchases				102,775	102,772	
Net Sales				53,235	53,240	100%
Avgas Flowage Fees	4,000	2,806	70%	3,140	2,103	67%
Jet Flowage Fees	16,000	14,830	93%	11,122	10,546	
Penalties		-		-	-	
All Hangar Lease	171,000	125,370	73%	153,600	111,518	73%
CAF Admissions	15,580	17,398	112%	5,066	4,189	83%
McBride Lease	52,562	34,328	65%	48,748	33,408	69%
Thru the Fence Lease	12,020	9,720	81%	12,020	8,479	71%
Airport Parking Permit	3,840	1	0%	5,000	3,805	76%
Hangar Lease - FBO	25,755	19,256	75%	18,755	11,304	60%
Interest Earned	35,000	36,446	104%	10,745	27,267	254%
Other		-		-	101	
Use of Fund Balance	110,263	45,177	41%	61,863	46,397	75%
Total Revenue	\$ 446,020	\$ 305,331	68%	\$ 401,244	\$ 330,310	82%
<i>Total Revenue less fund balance</i>	<i>\$ 335,757</i>	<i>\$ 260,154</i>	<i>77%</i>	<i>\$ 339,381</i>	<i>\$ 283,913</i>	<i>84%</i>
EXPENSES						
Personnel Services	\$ 103,284	\$ 74,189	72%	\$ 100,502	\$ 75,007	75%
Supplies & Materials	3,000	420	14%	3,000	1,573	52%
Repairs & Maint	3,925	3,206	82%	3,675	1,198	33%
Contractual Services	32,955	12,996	39%	64,750	63,113	97%
Other Designated Expenses	37,182	34,467	93%	46,527	37,049	80%
C/O - Equipment		13,865				
Transfers to Debt Service	60,263	45,177	75%	61,863	46,397	75%
Admin Allocation	23,900	18,164	76%	31,874	25,477	80%
Av fuel truck lease	-	-		3,350	3,350	100%
Jet fuel truck lease	-	-		4,550	4,550	100%
Transfers to Capital	100,000	-		-	-	
Total Expenses	\$ 364,509	\$ 202,484	56%	\$ 320,091	\$ 257,714	81%
<i>Total Exp - xfers to capital and debt svc.</i>	<i>\$ 254,246</i>	<i>\$ 157,307</i>	<i>62%</i>	<i>\$ 258,228</i>	<i>\$ 211,316</i>	<i>82%</i>
Change in Net Position	\$ 81,511	\$ 102,848		\$ 81,153	\$ 72,597	

NOTE

The new FBO contract went into effect on January 1, 2023. Therefore, the prior year still contains fuel sales and related expenses for the first quarter.

Under the new FBO contract:

-Net fuel sales are replaced by flowage fees.

-Fuel truck lease expenses are assumed by the FBO.

-FBO contract payments were \$18,000 per month last year under the Interim FBO contract and are \$0 this year under the new FBO contract.

REVENUES:

- New CAF Airport Hangar Facility Use Agreement was approved in December 2023 and increased monthly rent from \$465.39 to \$2,667 effective January 1, 2024.

- Thru the fence agreements are billed and paid annually. The City currently has 3 Thru the Fence agreements - two have been paid in full.

- Interest income is tracking above budget because of higher than expected interest rates at Texpool.

EXPENSES:

- Repairs and Maintenance are tracking above the average budget mainly because of pest treatments and repairs, and fence repairs.

- Designated expenses are tracking above the average budget mainly because they include property tax payments which were paid in full in October and the timing of the quarterly insurance payments.

- Capital Equipment includes the purchase of a new shredder. Cost of the equipment was split between the airport and parks and streets. Cost to be covered by savings in other line items.

City of Burnet, Texas
 Other Funds
 Revenues, Expenses, and Changes in Fund Net Position - Budget and Actual (Unaudited)
 FYTD JUNE 2024

	ANNUAL BUDGET 2023-24			ACTUAL FYTD JUNE 2024			PY BUDGET 2022-2023			PY ACTUAL FYTD JUNE 2023		
			% OF BUDGET								% OF BUDGET	
HOTEL/MOTEL FUND												
Revenues	\$	240,600	\$	181,822	75.57%	\$	191,900	\$	143,831	74.95%		
Expenses		210,074		101,492	48.31%		168,795		124,565	73.80%		
Net Profit (Loss)	\$	30,526	\$	80,330		\$	23,105	\$	19,267			
BEDC												
Revenues	\$	1,065,130	\$	2,140,352	200.95%	\$	4,015,333	\$	1,164,943	29.01%		
Expenses		911,698		529,642	58.09%		3,722,497		898,911	24.15%		
Net Profit (Loss)	\$	153,432	\$	1,610,710		\$	292,836	\$	266,032			
SELF FUNDED EQUIPMENT FUND												
Revenues	\$	767,600	\$	568,511	74.06%	\$	1,539,000	\$	1,439,637	93.54%		
Expenses		767,600		382,560	49.84%		1,539,000		1,439,637	93.54%		
Net Profit (Loss)	\$	-	\$	185,951		\$	-	\$	0			
DEBT SERVICE FUND												
Revenues	\$	1,046,638	\$	792,768	75.74%	\$	1,046,528	\$	786,372	75.14%		
Expenses		1,045,438		788,619	75.43%		1,046,328		791,794	75.67%		
Net Profit (Loss)	\$	1,200	\$	4,149		\$	200	\$	(5,422)			
INTEREST & SINKING DEBT FUND												
Revenues	\$	1,118,660	\$	1,199,878	107.26%	\$	796,782	\$	788,461	98.96%		
Expenses		1,105,660		233,230	21.09%		796,582		153,502	19.27%		
Net Profit (Loss)	\$	13,000	\$	966,649		\$	200	\$	634,959			

City of Burnet, Texas
 Cash and Investment Accounts
 FYTD JUNE 2024

Acct #	Bank	Account Name	Account Type	Balance as of JUNE 2024
Unrestricted Accounts				
984/2410	FSB	Operating Cash	Checking	\$ 1,329,264.01
		Add or Subtract Claim on Cash for Airport		36,283.06
2329	FSB	Golf Course Petty Cash	Checking	264.17
2711100002	TexPool	Operating Reserve	Investment	6,284,776.71
Total Unrestricted				\$ 7,650,587.95

<i>75 Day Reserve Requirement</i>	3,750,000.00
<i>Unrestricted Cash over 75 day reserve</i>	\$ 3,900,587.95
<i>90 Day Reserve Requirement</i>	4,500,000.00
<i>Unrestricted Cash over 90 day reserve</i>	\$ 3,150,587.95

Restricted by Council Action

2711100011	TexPool	Capital Equipment Reserve	Investment	\$ 208,129.56
2188	FSB	Self Funded Equipment	M/M	164,935.88
2711100014	TexPool	Self Funded Equipment Reserve	Investment	585,675.97
2711100021	TexPool	YMCA/GHRC Capital Improvement	Investment	108,919.00
2711100029	TexPool	YMCA Land Sale Proceeds	Investment	118,813.21
2711100022	TexPool	Electric Capital Improvement	Investment	318,058.22
2711100020	TexPool	Street Rehab/Replacement Reserve	Investment	435,641.01
2711100023	TexPool	Water/WW Improvement	Investment	108,919.00
2711100018	TexPool	Golf Course Ops Reserve	Investment	1,182,906.91
2711100019	TexPool	Golf Course Capital Improvement Reserve	Investment	88,763.72
2711100031	TexPool	City Hall Reserve	Investment	1,701,370.37
Total Restricted by Council Action				\$ 5,022,132.85

City of Burnet, Texas
Cash and Investment Accounts
FYTD JUNE 2024

Restricted by Purpose or Law

Acct #	Bank	Account Name	Account Type	Balance as of JUNE 2024
1453	FSB	Bond Reserve	M/M	\$ 433,424.04
2402	FSB	Hotel Motel	M/M	175,375.52
2711100005	TexPool	Hotel Motel	Investment	56,943.55
2485	FSB	PD Seizure	M/M	5,069.96
2711100027	TexPool	Municipal Court Special Revenue	Investment	107,186.89
2711100025	TexPool	Impact Fees - Water	Investment	566,529.19
2543	FSB	Airport Reserve	M/M	-
		Add or Subtract Airport Claim on Cash		(36,283.06)
2711100009	TexPool	Airport Reserve	Investment	930,105.40
2711100030	TexPool	Airport Bond Proceeds	Investment	1,096,625.20
2576	FSB	Interest & Sinking Acct	M/M	1,109,874.20
2711100026	TexPool	Impact Fees - Wastewater	Investment	108,050.35
2592	FSB	BEDC	Super NOW	104,964.25
2711100010	TexPool	BEDC	Investment	1,005,743.44
70516	FSB	BEDC Commercial Park Project	M/M	70,999.40
2675	FSB	Police Department Explorer Program	M/M	6,381.58
2691	FSB	Fire Department Explorer Program	M/M	3,608.05
2711100028	TexPool	Franchise Fee Account	Investment	166,801.31
3053	FSB	Parks Fund	M/M	38,861.24
58776	FSB	Fire Dept. Community Acct	M/M	15,934.67
2711100007	TexPool	TWDB	Investment	1,306.74
2711100006	TexPool	TWDB	Investment	1,146.65
143033000	US Bank	City of Burnet, Texas Combination Tax and Surplus	Investment	3,484.57
82-020-01-0	Bank of	City of Burnet 2012 TWDB Escrow	Investment	21,915.09
2711100017	TexPool	2021 CO - City Hall	Investment	5,051,912.56
62315	FSB	BEDC Bond Fund	Checking	146,954.75
2711100024	TexPool	Street Bond Reserve	Investment	76,615.86
TX01-0440-0004	Texas Class	2023 CO Adm/Street	Investment	4,175,273.88
2711100032	TexPool	BEDC Hotel Incentive	Investment	405,125.82
2711100033	TexPool	BEDC Tractor Supply Incentive	Investment	882,350.37
Total Restricted Cash				\$ 16,732,281.47
Total All Cash				\$ 29,405,002.27

ACCOUNT NUMBER	INVESTMENT TYPE	DESCRIPT/LOC	MATURITY	BEGINNING BALANCES 04/01/2024	QUARTERLY ACTIVITY	INTEREST EARNINGS	ENDING BALANCE 06/30/2024	BEGINNING MARKET 04/01/2023	ENDING MARKET 06/30/2023	CHANGE IN MARKET VALUE	AVG YIELD
984 & 2410	OPERATING	FIRST STATE BANK	na	\$ 4,118,757.98	\$ (2,808,700.35)	\$ 19,206.38	\$ 1,329,264.01	na	na	na	0.0280
1453	DEBT SERVICE	FIRST STATE BANK	na	256,891.98	173,935.18	2,596.88	433,424.04	na	na	na	0.0298
2188	SELF FUNDED ACCT	FIRST STATE BANK	na	146,358.17	16,788.42	1,789.29	164,935.88	na	na	na	0.0456
2329	GOLF COURSE PETTY CASH	FIRST STATE BANK	na	618.54	(354.37)	-	264.17	na	na	na	-
2402	HOTEL/MOTEL	FIRST STATE BANK	na	148,680.84	25,246.74	1,447.94	175,375.52	na	na	na	0.0355
2485	PD SEIZURE	FIRST STATE BANK	na	5,025.30	(0.00)	44.66	5,069.96	na	na	na	0.0351
2576	I & S SINKING FUND	FIRST STATE BANK	na	1,063,412.91	36,831.23	9,630.06	1,109,874.20	na	na	na	0.0352
2592	BEDC	FIRST STATE BANK	na	1,518,480.08	(1,415,735.31)	2,219.48	104,964.25	na	na	na	0.0108
2675	PD EXPLORER PROGRAM	FIRST STATE BANK	na	6,325.37	-	56.21	6,381.58	na	na	na	0.0351
2691	FD EXPLORER PROGRAM	FIRST STATE BANK	na	3,576.27	0.00	31.78	3,608.05	na	na	na	0.0351
3053	PARKS FUND	FIRST STATE BANK	na	38,518.95	0.00	342.29	38,861.24	na	na	na	0.0351
58776	FD COMMUNITY FUND	FIRST STATE BANK	na	14,709.42	1,225.25	-	15,934.67	na	na	na	-
62315	BEDC BOND FUND	FIRST STATE BANK	na	97,691.98	48,237.51	1,025.26	146,954.75	na	na	na	0.0333
70516	281 COMM PARK PROJECT	FIRST STATE BANK	na	83,933.02	(13,675.50)	741.88	70,999.40	na	na	na	0.0380
	SUBTOTAL - FIRST STATE BANK			\$ 7,502,980.81	\$ (3,936,201.20)	\$ 39,132.11	\$ 3,605,911.72	\$ -	\$ -	\$ -	0.0280

271110002	GF RESERVE	TEXPOOL	na	\$ 4,202,530.42	\$ 2,000,000.00	\$ 82,246.29	\$ 6,284,776.71	na	na	na	0.0622
271110005	HOT	TEXPOOL	na	56,195.71	0.00	747.84	56,943.55	na	na	na	0.0524
271110006	TWDB	TEXPOOL	na	1,131.45	0.00	15.20	1,146.65	na	na	na	0.0529
271110007	TWDB	TEXPOOL	na	1,289.45	(0.00)	17.29	1,306.74	na	na	na	0.0528
271110009	AIRPORT*	TEXPOOL	na	917,890.57	0.00	12,214.83	930,105.40	na	na	na	0.0524
271110010	BEDC RESERVE	TEXPOOL	na	1,042,029.39	(50,000.00)	13,714.05	1,005,743.44	na	na	na	0.0531
271110011	CAPITAL EQUIPMENT RESERVE	TEXPOOL	na	140,405.63	65,000.00	2,723.93	208,129.56	na	na	na	0.0620
271110014	SELF FUNDED EQUIPMENT	TEXPOOL	na	562,697.35	15,450.00	7,528.62	585,675.97	na	na	na	0.0520
271110017	2021 CO - CITY HALL	TEXPOOL	na	5,007,003.21	(21,640.46)	66,549.81	5,051,912.56	na	na	na	0.0525
271110018	GOLF COURSE OPS RESERVE	TEXPOOL	na	1,167,372.10	(0.00)	15,534.81	1,182,906.91	na	na	na	0.0524
271110019	GOLF COURSE CAPITAL RESERVE	TEXPOOL	na	87,597.97	-	1,165.75	88,763.72	na	na	na	0.0524
271110020	STREET REHAB/REPLACE RESERVE	TEXPOOL	na	429,919.85	0.00	5,721.16	435,641.01	na	na	na	0.0524
271110021	YMCA/GHRC CAPITAL RESERVE	TEXPOOL	na	107,488.58	(0.00)	1,430.42	108,919.00	na	na	na	0.0524
271110022	ELECTRIC CAPITAL IMPROVEMENT	TEXPOOL	na	313,881.20	(0.00)	4,177.02	318,058.22	na	na	na	0.0524
271110023	WATER/WW CAPITAL IMPRVMT	TEXPOOL	na	107,488.58	(0.00)	1,430.42	108,919.00	na	na	na	0.0524
271110024	STREET BOND RESERVE	TEXPOOL	na	458,601.83	(387,919.03)	5,933.06	76,615.86	na	na	na	0.0880
271110025	WATER IMPACT FEE	TEXPOOL	na	549,452.69	9,760.41	7,316.09	566,529.19	na	na	na	0.0520
271110026	WASTWATER IMPACT FEE	TEXPOOL	na	98,142.44	8,598.09	1,309.82	108,050.35	na	na	na	0.0504
271110027	COURT SPECIAL REVENUE	TEXPOOL	na	103,070.79	2,727.76	1,388.34	107,186.89	na	na	na	0.0524
271110028	FRANCHISE FEE	TEXPOOL	na	160,978.15	3,656.73	2,166.43	166,801.31	na	na	na	0.0524
271110029	YMCA LAND SALE PROCEEDS	TEXPOOL	na	117,252.84	0.00	1,560.37	118,813.21	na	na	na	0.0524

ACCOUNT NUMBER	INVESTMENT TYPE	DESCRIPT/LOC	MATURITY	BEGINNING BALANCES 04/01/2024	QUARTERLY ACTIVITY	INTEREST EARNINGS	ENDING BALANCE 06/30/2024	BEGINNING MARKET 04/01/2023	ENDING MARKET 06/30/2023	CHANGE IN MARKET VALUE	AVG YIELD
2711100030	AIRPORT BOND PROCEEDS*	TEXPOOL	na	1,082,223.53	(0.00)	14,401.67	1,096,625.20	na	na	na	0.0524
2711100031	CITY HALL RESERVE	TEXPOOL	na	1,679,026.71	0.00	22,343.66	1,701,370.37	na	na	na	0.0524
2711100032	BEDC HOTEL INCENTIVE	TEXPOOL	na	403,364.73	(3,327.29)	5,088.38	405,125.82	na	na	na	0.0499
2711100033	BEDC TRACTOR SUPPLY INCENTIVE	TEXPOOL	na	878,514.78	(7,246.78)	11,082.37	882,350.37	na	na	na	0.0499
TX-01-0440-0004	STREET BOND	TEXAS CLASS	na	4,119,312.20	(0.00)	55,961.68	4,175,273.88	na	na	na	0.0535
	SUBTOTAL - TEXPOOL			\$ 23,794,862.15	\$ 1,635,059.43	\$343,769.31	\$ 25,773,690.89	\$ -	\$ -	\$ -	0.0550
143033000	US BANK LOAN		na	\$ 3,439.31	\$ 0.00	\$ 45.26	\$ 3,484.57	\$ 3,439.31	\$ 3,484.57	\$ 45.26	0.0519
82-0220-01-0	BANK OF TEXAS - TWDB #2		na	21,639.55	0.00	275.54	21,915.09	21,639.55	21,915.09	275.54	0.0502
	SUBTOTAL - OTHERS			\$ 25,078.86	\$ 0.00	\$ 320.80	\$ 25,399.66	\$ 25,078.86	\$ 25,399.66	\$ 320.80	0.0504
	TOTALS			\$ 31,322,921.82	\$ (2,301,141.77)	\$383,222.22	\$ 29,405,002.27	\$ 25,078.86	\$ 25,399.66	\$ 320.80	0.0501

* Airport reserves and bond proceeds were previously comingled. Opened separate account for bond proceeds during the quarter and reclassified interest income earned to date.

PERFORMANCE MEASURES:		Benchmark	Actual
	Avg Yield	5.4800%	5.0072%
	Benchmark=90 day T-Bill Rate (06/28/2024)		
	WAM	Max 365	
	Diversification:		
	Other		0.09%
	FSB		12.26%
	TexPool/TexasClass	Max 100%	87.65%

Collateral Adequacy - All funds are fully collateralized and/or insured.

Statement of Compliance - All investment transactions of the City meet the requirements set forth in Chapter 2256, Texas Govt. Code, as amended and are in compliance with the City's Investment Policy.


 Patricia Langford, Finance Director


 Stefani Wright, Senior Accountant

7-15-24
 Date

CITY OF BURNET
CAPITAL FUND PROJECTS
2023-2024 BUDGET

Budgeted Projects	Account Description	Original Budget	Budget Amendment	Total Budget	YTD exp 6/30/2024	Balance
Fund 45 - WATER & WASTEWATER CAPITAL PROJECT FUND						
Water Plant Generator	C/O Equipment	\$ 310,000		\$ 310,000	\$ 181,852	\$ 128,148
Generators for SB3 Compliance	C/O Equipment	200,000		200,000	98,117	101,883
Dump Truck for Water Department	C/O Equipment	160,000		160,000	-	160,000
Water Meters	C/O Equipment	40,000		40,000	-	40,000
Creekfall Water Line Oversize Project	C/O Distribution	155,000		155,000	5,417	149,583
CDBG Water Line Project	C/O Distribution	755,976		755,976	-	755,976
Well and Pump Upgrades	Water System Improvements	100,000		100,000	35,876	64,124
Valley Street Well Engineering/Evaluation	Water System Improvements	25,000		25,000	9,965	15,035
Ranch Lift Station/ Eagles Nest Upgrade/East Tank Upgrade	Water System Improvements	35,000		35,000	35,328	(328)
Water Leak Repair - 805 Buchanan Drive	Water System Improvements		250,000	250,000	45,045	204,955
Use WW Impact Fees - transfer to 42 for debt	Transfer to Water & Sewer Fund	75,000		75,000	-	75,000
Total Water & Wastewater Capital Project Fund		\$ 1,855,976	\$ 250,000	\$ 2,105,976	\$ 411,600	\$ 1,694,376
Fund 46 - GENERAL CAPITAL PROJECT FUND						
ADMIN						
Server Upgrade	C/O Equipment	\$ 50,000		\$ 50,000	\$ -	\$ 50,000
Incode 10 Upgrade for Court	CAPITAL OUTLAY SOFTWARE	17,000		17,000	-	17,000
Comp Plan	COMP PLAN	10,000		10,000	(4,990)	14,990
Eclipse Planning	Special Events & Festivals	100,000	40,000	140,000	107,311	32,689
Beautification Project	C/O Improvements	70,000		70,000	9,102	60,898
New City Hall	New City Hall	8,600,000		8,600,000	49,570	8,550,430
POLICE/K-9						
Red Dot Upgrade - carryover	C/O Equipment	20,000		20,000	13,644	6,356
2 K-9's including training and equipment	C/O Equipment	30,000		30,000	21,240	8,760
Dispatch software	CAPITAL OUTLAY SOFTWARE	250,000		250,000	193,348	56,652
Monument Sign for PD - carryover	C/O BUILDING & FACILITY	10,000		10,000	5,816	4,184
Shooting Range Improvements	C/O BUILDING & FACILITY	30,000		30,000	-	30,000
Use of Opiod Settlement Funds	DONATED FUNDS	45,000		45,000	-	45,000
FIRE/EMS						
Fire Station 1 Roof Repairs - carryover from py hail storm	R&M Building & Facility	48,000	9,000	57,000	56,392	608
Use of Donated Funds from S. Pelej (Carryover)	NON CAPITAL - SUPPLIES/SMALL EQ	50,000	-	50,000	12,455	37,545
Water Truck for Fire and Street Departments	C/O Equipment	200,000		200,000	-	200,000
SCBA Equipment	C/O Equipment	100,000		100,000	-	100,000
Fire Department Drone	C/O Equipment	20,000	(20,000)	-	-	-
Fire Department CAD Laptops	C/O Equipment	50,000		50,000	46,198	3,802
EMS Professional Services to apply for TASSPP		12,000		12,000	-	12,000
Fire Wild Land Utility Task Vehicle	C/O Equipment		32,000	32,000	28,081	3,919

CITY OF BURNET
 CAPITAL FUND PROJECTS
 2023-2024 BUDGET

Budgeted Projects	Account Description	Original Budget	Budget Amendment	Total Budget	YTD exp 6/30/2024	Balance
STREETS						
Street Repair/Rehabilitation	C/O Streets	6,000,000		6,000,000	2,873,222	3,126,778
Roller for Street Patching	C/O Equipment	60,000		60,000	58,821	1,179
PARKS						
Park Improvements	C/O Improvements	50,000		50,000	-	50,000
Purch 6 Acre tract on N. West St from BEDC (Addition to Park system)	C/O Land/Property Acquisition		305,000	305,000		305,000
GALLOWAY HAMMOND REC CENTER						
GHRC Teen Center Annual Payment	GHRC TEEN CENTER	20,000		20,000	20,000	-
GHRC Capital Maint	GHRC CAP MAINT	50,000		50,000	18,260	31,740
GHRC Capital Maint 2023 Carryover	C/O Improvements	275,000		275,000	82,535	192,465
GHRC Capital Maint 2024 improvement plan	C/O Improvements	109,500		109,500	-	109,500
Total General Capital Project Fund		\$ 16,276,500	\$ 366,000	\$ 16,642,500	\$ 3,591,006	\$ 13,051,494
Fund 47 - AIRPORT CAPITAL PROJECT FUND						
Paving Project (runway and taxiway)	C/O Improvements	\$ 30,000		\$ 30,000	\$ 30,000	\$ -
Jet Hangar	C/O Building & Facility	1,500,000	400,000	1,900,000	43,834	1,856,166
Decel Lane into Airport	C/O Streets	100,000		100,000	-	100,000
Other Improvements	C/O Improvements	200,000		200,000	-	200,000
Ramp Grant Improvements	C/O Improvements	200,000		200,000	45,777	154,223
Total Airport Capital Project Fund		\$ 2,030,000	\$ 400,000	\$ 2,430,000	\$ 119,610	\$ 2,310,390
Fund 48 - ELECTRIC CAPITAL PROJECT FUND						
Utility Maps and Models	C/O Improvements	\$ 50,000		\$ 50,000	\$ 48,316	\$ 1,684
Subdivision Electrical Costs	C/O Improvements	150,000		150,000	323,898	(173,898)
Creekfall Conduit Costs	C/O Distribution	50,000		50,000	71,348	(21,348)
Digger Truck for Electric Dept.	C/O Equipment	350,000		350,000	-	350,000
Bucket Truck for Electric Dept.	C/O Equipment	275,000		275,000	248,333	26,668
Light Replacement at Burnet County Fair Grounds	C/O Equipment	-	7,000	7,000	6,714	286
Arc reflection System w/Thumper (to minimize underground outages)	C/O Equipment	-	18,000	18,000	-	18,000
Total Electric Capital Project Fund		\$ 875,000	\$ 25,000	\$ 900,000	\$ 698,608	\$ 201,392
Fund 49 - GOLF CAPITAL PROJECT FUND						
Golf Course Improvements	C/O Improvements	\$ 275,000	\$ -	\$ 275,000	\$ 90,983	\$ 184,017
Total Golf Capital Project Fund		\$ 275,000	\$ -	\$ 275,000	\$ 90,983	\$ 184,017

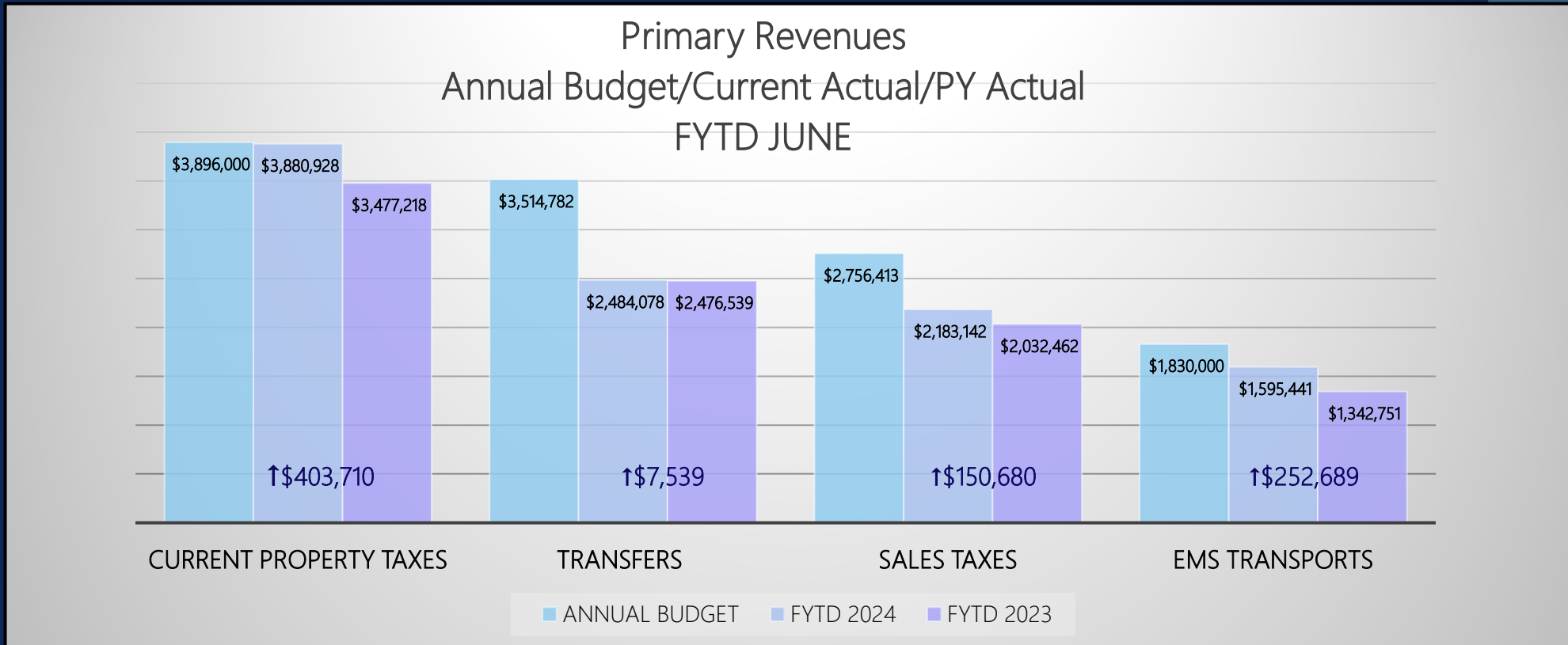
CITY OF BURNET
 CAPITAL FUND PROJECTS
 2023-2024 BUDGET

Budgeted Projects	Account Description	Original Budget	Budget Amendment	Total Budget	YTD exp 6/30/2024	Balance
Fund 53 - BEDC CAPITAL PROJECT FUND						
Debt Service Payoff - 281 Comm Park	Debt Services Payments	\$ 999,119		\$ 999,119	\$ -	\$ 999,119
Land Acquisition - Kroger Property - 400 N West Street	C/O Land/Property Acquisition	312,500		312,500	368,748	(56,248)
Land Acquisition - Kroger Property - 29W/102 E Polk Street	C/O Land/Property Acquisition	312,500		312,500	368,748	(56,248)
13 Acre Commercial Tract - 281S	13 Acre Commercial Tract - 281S	250,000		250,000	54,323	195,678
Retail Incentive - Tractor Supply	INCENTIVE PAYMENT	551,000		551,000	-	551,000
Hotel Incentive	INCENTIVE PAYMENT	436,000		436,000	-	436,000
Downtown Bathroom - Jackson Street	C/O Building & Facility	600,000		600,000	503,082	96,918
Property Acquisitions	CAPITAL EXPENDITURES	500,000		500,000	-	500,000
Beautification Funding	CAPITAL EXPENDITURES	100,000		100,000	-	100,000
Beall's Bldg Payment	Debt Services Payments	1,115,000		1,115,000	-	1,115,000
Coke Street Project	C/O Improvements	350,000		350,000	6,863	343,138
Total BEDC Capital Project Fund		\$ 5,526,119		\$ 5,526,119	\$ 1,301,763	\$ 4,224,356
TOTAL CAPITAL PROJECT FUNDS		\$ 26,838,595	\$ 1,041,000	\$ 27,879,595	\$ 6,213,570	\$ 21,666,025

CITY OF BURNET FINANCIAL REPORT

For the Period Ended June 30, 2024

GENERAL FUND



GOLF FUND

	ANNUAL BUDGET	ACTUAL FYTD JUN 2024	% OF BUDGET
REVENUES	\$2,144,918	\$1,930,284	90%
EXPENSES	2,077,634	1,518,561	73%
PROFIT (LOSS)	\$67,284	\$411,724	

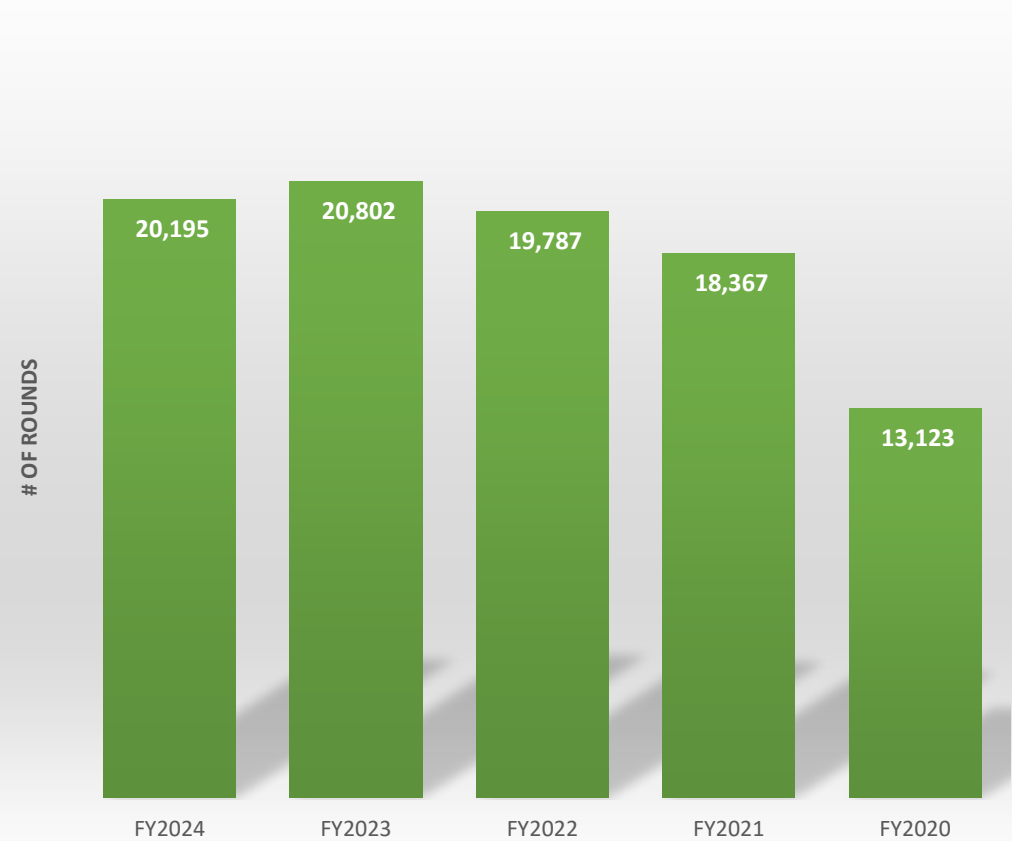
AVERAGE REVENUE PER ROUND:

↑\$5.34

FYTD JUNE 24 \$44.96

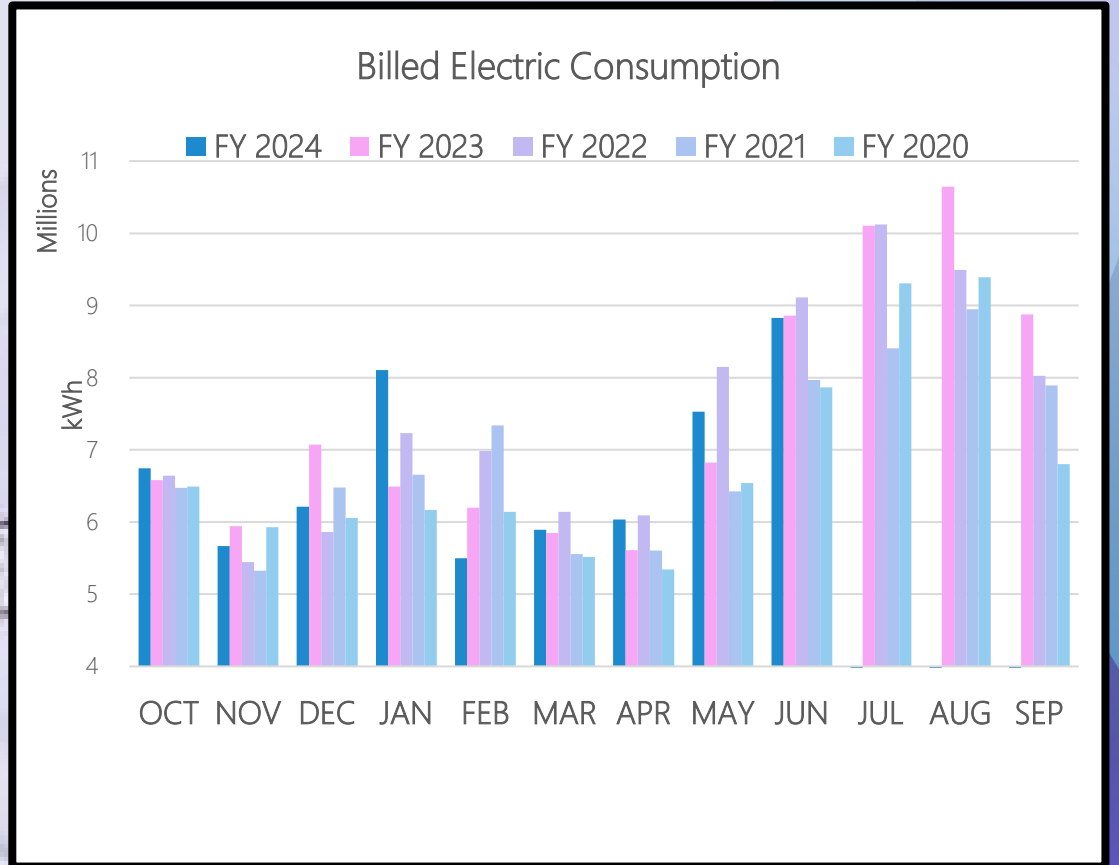
FYTD JUNE 23 \$39.62

GREEN FEE ROUNDS OF GOLF
FYTD JUNE



ELECTRIC FUND

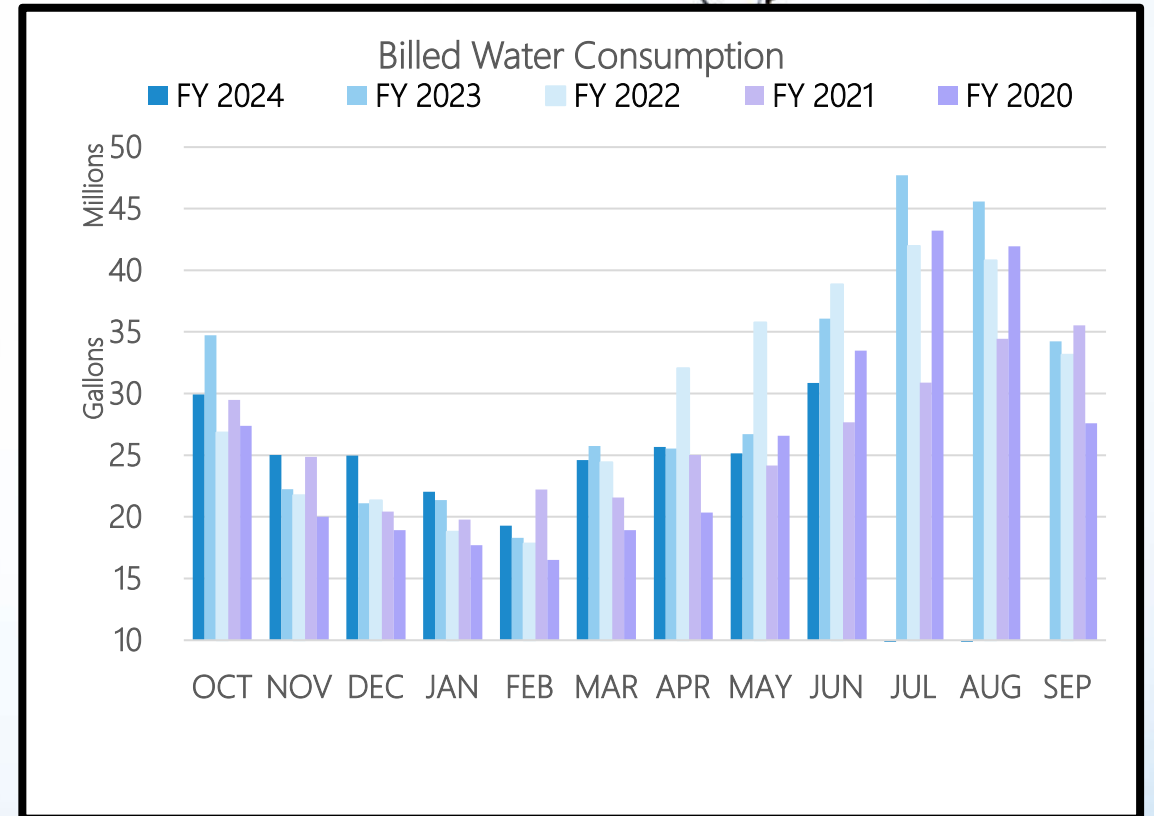
	ANNUAL BUDGET	ACTUAL FYTD JUN 2024	% OF BUDGET
REVENUES	\$4,300,026	\$3,143,031	73%
EXPENSES	3,926,232	2,835,564	72%
PROFIT (LOSS)	\$373,794	\$307,467	



YTD Consumption has increased 1.82% over the prior year.

WATER/WASTEWATER FUND

	ANNUAL BUDGET	ACTUAL FYTD JUN 2024	% OF BUDGET
REVENUES	\$4,707,667	\$3,415,918	73%
EXPENSES	4,465,763	3,159.576	71%
PROFIT (LOSS)	\$241,904	\$256,343	



YTD Consumption has decreased 1.86% over the prior year.

AIRPORT FUND

	ANNUAL BUDGET	ACTUAL FYTD JUN 2024	% OF BUDGET
REVENUES	\$335,757	\$260,154	77%
EXPENSES	254,246	157,307	62%
PROFIT (LOSS)	\$81,511	\$102,848	

A close-up photograph of a hand dropping a coin into a light blue piggy bank. The background is blurred, showing a person's legs in blue pants. The image is overlaid with a dark blue semi-transparent box containing text.

CASH RESERVES AS OF JUNE 30, 2024

UNRESTRICTED CASH RESERVE BALANCE	\$7,650,588
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90 RESERVE REQUIREMENT	<u>4,500,000</u>
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➤ UNRESTRICTED CASH BALANCE OVER

90 DAY RESERVE	<u>\$3,150,588</u>
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➤ RESTRICTED BY COUNCIL CASH BALANCE

	<u>\$5,022,133</u>
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QUESTIONS

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

On this the 9th day of July 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 Cindia Talamantez, Tommy Gaut, Philip Thurman, Joyce Laudenschlager, Ricky Langley
Absent Tres Clinton
City Manager David Vaughn
City Secretary Maria Gonzales

Guests: Patricia Langford, Brian Lee, Mark Ingram, Anthony Nash, Andrew Scott, Eric Belaj, Leslie Kimbler, Haley Archer, Adrienne Feild, Angie Beyer, Keith McBurnett

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

INVOCATION: Led by Mayor Gary Wideman

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

SPECIAL REPORTS/RECOGNITION:

1.1) Golf Course Quarterly Report: T. Nash: Golf Superintendent Tony Nash reported on a variety of projects occurring at the golf course, such as striping, reshaping of the fairway, and golf car maintenance. Additionally, Mr. Nash reported that fraise mowing is set to begin on Monday, July 15th. The golf course will be closed that day in order to provide needed maintenance to the golf course.

1.2) Engineering Quarterly Report: E. Belaj: Engineer Eric Belaj provided an update on paving projects that have been completed and those that are set to begin in the near future. Mr. Belaj also reported that the striping at Haley Nelson Park has been completed. The Burnet county Interlocal Agreement has been agreed to by all parties and will soon begin as well.

CONSENT AGENDA:

2.1) Approval of the June 25, 2024, City Council Regular Meeting Minutes

Council Member Joyce Laudenschlager made a motion to approve the minutes as presented. Council Member Cindia Talamantez seconded the motion. The motion carried unanimously.

PUBLIC HEARINGS/ACTION: None.

ACTION ITEMS:

4.1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS SELECTING THE PROPOSAL OF TEXAS MATERIALS GROUP, INC. UNDER REQUEST FOR PROPOSAL 2024-004 STREET REHAB OVERLAY PROJECT; AWARDING A CONTRACT TO SAID CONTRACTOR IN THE AMOUNT OF \$800,088.20; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY: E. Belaj: Council Member Philip Thurman made a motion to approve Resolution 2024-51 as presented. Council Member Tommy Gaut seconded the motion. The motion carried unanimously.

4.2) Discuss and consider action: Authorization and approval to hire four additional full-time EMT/Firefighter positions: M. Ingram: Council Member Joyce Laudenschlager made a motion to approve and authorize the hiring of four new additional EMS/Firefighter positions. Council Member Cindia Talamantez seconded the motion. The motion carried unanimously.

4.3) Discuss and consider action A RESOLUTION BY THE CITY COUNCIL OF BURNET, TEXAS, AUTHORIZING THE USE OF COUNCIL RESTRICTED FUNDS TO ESTABLISH A SELF-FUNDED EQUIPMENT RESERVE ACCOUNT FOR THE GOLF COURSE IN ACCORDANCE WITH THE CITY'S INVESTMENT POLICY AND TO REIMBURSE THE GENERAL FUND FOR THE PURCHASE OF GOLF CARTS: P. Langford: Council Member Ricky Langley made a motion to approve Resolution 2024-53 as presented. Council Member Philip Thurman seconded the motion. The motion carried unanimously.

4.4) Discuss and consider action: Authorize the City Manager to execute a five-year Golf Global Service Plan with Rain Bird Corporation: T. Nash: Council Member Tommy Gaut made a motion to approve the authorization

for the City Manager to execute a five year contract with Rain Bird Corporation. Council Member Joyce Laudenschlager seconded the motion. The motion carried unanimously.

4.5) Discuss and consider action: Authorization and approval to proceed with the repairs and maintenance of the 2012 bucket truck, Unit 30: A. Scott: Council Member Ricky Langley made a motion to authorize and approve the repairs and maintenance of a 2012 bucket truck. Council Member Philip Thurman seconded the motion. The motion carried unanimously.

4.6) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AWARDED STATEMENT OF PROPOSALS (RFP2024-005) FOR ADMINISTRATIVE CONSULTANT SERVICES TO COMPLETE APPLICATION(S) AND PROJECT IMPLEMENTATION FOR THE DEPARTMENT OF ENERGY (DOE) GRID RESILIENCE GRANT (GRG) PROGRAM: A. Feild: Council Member Cindia Talamantez made a motion to approve R2024-54 as presented. Council Member Joyce Laudenschlager seconded the motion. The motion carried unanimously.

4.7) Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AUTHORIZING THE SUBMISSION OF A DEPARTMENT OF ENERGY (DOE) GRID RESILIENCE GRANT (GRG) FUNDING APPLICATION(S) TO THE TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM): A. Feild: Council Member Tommy Gaut made a motion to approve Resolution R2024-53 as presented. Council Member Philip Thurman seconded the motion. The motion carried unanimously.
EXECUTIVE SESSION:

5.1) Executive Session: Pursuant to Texas Government Code Sec. 551.086, the City Council of the City of Burnet shall convene in executive session for deliberations pertaining to the municipally owned utility electric: D. Vaughn: Council did not enter into Executive Session.

REGULAR SESSION CONTINUED:

6.1) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF BURNET, TEXAS, AUTHORIZING THE ACCEPTANCE OF PAYMENT OF WHOLESALE PURCHASE ELECTRICAL POWER CREDITS FROM THE LOWER COLORADO RIVER AUTHORITY; DIRECTING CREDITS AND FUTURE CREDITS TO BE DEPOSITED IN ACCORDANCE WITH THE CITY'S INVESTMENT POLICY; AND RESTRICTING THE USE OF THE RECEIVED CREDITS: P. Langford: Council Member Ricky Langley made a motion to approve Resolution 2024-53 as presented. The motion was seconded by Council Member Joyce Laudenschlager. The motion carried unanimously.

ADJOURN: There being no further business, a motion to adjourn was made by Council Member Cindia Talamantez at 6:37 pm and seconded by Council Member Tommy Gaut. The motion carried unanimously.

ATTEST:

Gary Wideman, Mayor

Maria Gonzales, City Secretary



Administration

ITEM 4.1

David Vaughn
City Manager
512.715.3208
dvaughn@cityofburnet.com

Agenda Item Brief

- Meeting Date:** June 25, 2024
- Agenda Item:** Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE CREATING A CITY POLICY REQUIRING THE CITY PUBLISH A CAPTION SUMMARIZING THE PURPOSE OF AN ORDINANCE AND THE PENALTIES FOR VIOLATING AN ORDINANCE TO BE PUBLISHED IN A NEWSPAPER OF GENERAL CIRCULATION: D. Vaughn
- Background:** Section 52.013 of the Texas Local Government Code states “The governing body of a home-rule municipality may publish a caption of an adopted ordinance that summarizes the purpose of the ordinance and any penalty for violating the ordinance in lieu of a requirement in the municipality’s charter that the text of the ordinance be published. If the charter of a home-rule municipality does not provide for the method of publication of an ordinance, the full text of the ordinance or a caption that summarizes the purpose of the ordinance and the penalty for violating the ordinance may be published at least twice in the municipality’s official newspaper.”
- Information:** The Charter prohibits the City from having an official newspaper, therefore the attached ordinance requires the purpose of the ordinance and the penalty for violating such ordinance to be published in a paper of general circulation, rather than an official newspaper.
- Fiscal Impact:** Approval of this ordinance will have no fiscal impact.
- Recommendation:** Approve the second and final reading of Ordinance 2024-18 as presented.

ORDINANCE 2024-18

AN ORDINANCE CREATING A CITY POLICY REQUIRING THE CITY PUBLISH A CAPTION SUMMARIZING THE PURPOSE OF AN ORDINANCE AND THE PENALTIES FOR VIOLATING AN ORDINANCE TO BE PUBLISHED IN A NEWSPAPER OF GENERAL CIRCULATION

WHEREAS, Section 52.013 of the Texas Local Government Code states “The governing body of a home-rule municipality may publish a caption of an adopted ordinance that summarizes the purpose of the ordinance and any penalty for violating the ordinance in lieu of a requirement in the municipality’s charter that the text of the ordinance be published. If the charter of a home-rule municipality does not provide for the method of publication of an ordinance, the full text of the ordinance or a caption that summarizes the purpose of the ordinance and the penalty for violating the ordinance may be published at least twice in the municipality’s official newspaper.” and

WHEREAS, the City Council finds it in the public interest to follow Section 52.013 of the Texas Local Government Code and require the City of Burnet publish a caption summarizing the purpose of an ordinance and the penalties for violating an ordinance; and

WHEREAS, the City Council finds it in the public interest to require the City of Burnet to publish the caption in a paper of general circulation; and

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

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

Section 2. Adoption of Caption Posting Policy. The City of Burnet shall, for any ordinance imposing a fine or penalty, publish a caption summarizing the purpose of an ordinance and the penalties for violating an ordinance and publish the caption in a paper of general circulation twice following adoption of the ordinance.

Section 5. Repealer. That other ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent that they are in conflict.

Section 6. Severability. That should any provisions of this ordinance be held void or unconstitutional, it is hereby provided that all other parts of the same which are not held void or unconstitutional shall remain in full force and effect.

Section 7. Effective Date. That this ordinance is effective upon final passage and approval.

Section 8. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that

public notice of the time, place, and purpose of said meeting was given as required by the Open Meeting Act, Chapter. 551, Loc. Gov't. Code.

PASSED AND APPROVED on first reading this the ____ day of _____, 2024.

FINALLY PASSED AND APPROVED on this the ____ day of _____, 2024.

ATTEST:

CITY OF BURNET, TEXAS

Maria Gonzales, City Secretary

Gary Wideman, Mayor

City Council Regular
Meeting
July 23, 2024

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE CREATING A CITY POLICY REQUIRING THE CITY PUBLISH A CAPTION SUMMARIZING THE PURPOSE OF AN ORDINANCE AND THE PENALTIES FOR VIOLATING AN ORDINANCE TO BE PUBLISHED IN A NEWSPAPER OF GENERAL CIRCULATION: D. Vaughn

Previously, the City Charter required two readings of an ordinance with the second reading being at least 14 days after the first publication in a newspaper of general circulation. The caption was required to be published twice prior to final adoption.

The recent City Charter election amended the Charter to provide for ordinances to be adopted in accordance with state law and further states:

City Council shall adopt a policy regarding the publication of ordinances consistent with State law.

Section 52.013 of the Texas Local Government Code states:

The governing body of a home-rule municipality may publish a caption of an adopted ordinance that summarizes the purpose of the ordinance and any penalty for violating the ordinance in lieu of a requirement in the municipality's charter that the text of the ordinance be published.

If the charter of a home-rule municipality does not provide for the method of publication of an ordinance, the full text of the ordinance or a caption that summarizes the purpose of the ordinance and the penalty for violating the ordinance may be published at least twice in the municipality's official newspaper.

Proposed Publication Requirements

The City of Burnet shall, for any ordinance imposing a fine or penalty, publish a caption summarizing the purpose of an ordinance and the penalties for violating an ordinance and publish the caption in a paper of general circulation twice following adoption of the ordinance.



Questions



Administration

ITEM 4.2

Maria Gonzales
City Secretary
(512) 756-6093 ext. 3209
citysecretary@cityofburnet.com

Action

- Meeting Date:** July 23, 2024
- Agenda Item:** Discuss and consider action: Approval and authorization to enter into a contract with the Elections Administrator of Burnet County for the 2024-2025 election year: M. Gonzales
- Background:** Annually, each local Political Subdivision enters into an election agreement with Burnet County for the purpose of sharing equipment costs, services of election officials, and sharing precinct polling locations and election ballots where appropriate.
- Information:** The purpose of this contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures to best assist voters within the county of Burnet. The Elections Administrator of Burnet County will serve as the Contracting Officer and will coordinate, supervise, and conduct all aspects of overseeing voting in connection with the election in compliance with all applicable law. This contract will begin August 2024 and ends July 2025.
- Fiscal Impact:** Fees and charges assessed by the Burnet County Election Administration office are based on participation of all local political subdivisions within the specified election. The average annual cost of election services for city elections is approximately \$1,000.00 per year.
- Recommendation:** Staff recommend approval of the Contract for Election Services with Burnet County Elections Administration for the 2024/2025 Fiscal year.

CONTRACT FOR ELECTION SERVICES

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

RECITALS

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

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

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

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

I. GENERAL PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

M. Election Day Activities.

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

election workers.

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

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

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

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

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

R. *Recount.*

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS

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

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

V. PAYMENT

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

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

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

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

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

VI. TERM AND TERMINATION

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

VII. MISCELLANEOUS PROVISIONS

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

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

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

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

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

For the Contracting Officer:

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

For the LPS:

* * *

WITNESS BY MY HAND THIS THE 7th DAY OF JUNE, 2024.

CONTRACTING OFFICER:



Doug Ferguson, Elections Administrator
Burnet County, Texas

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

THE LOCAL POLITICAL SUBDIVISION:

Name of Entity: _____

By: _____

Printed Name: _____

Official Capacity: _____

ATTEST: _____

JOINT ELECTION AGREEMENT 2024-2025

FOR BURNET COUNTY LOCAL POLITICAL SUBDIVISIONS

Whereas, the undersigned local political subdivisions, collectively referred to hereafter as the “LPSs”, each anticipate holding election(s) from August 2024 to July 2025; and

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

Whereas, the County has contracted or is contracting with each LPS to conduct and provide election services for such LPS’s election(s) from August 2024 to July 2025; and

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

NOW THEREFORE, the LPSs agree as follows:

- I. **Scope of Joint Election Agreement.** The LPSs enter this Joint Election Agreement (“Agreement”) for the conduct of the elections to be held from August 2024 through July 2025.
- II. **Appoint Election Officer.** The LPSs appoint the Burnet County Elections Administrator to serve as the Election Officer for each LPS in order to perform and supervise the duties and responsibilities of the Election Officer for any election from August 2024 through July 2025.
- III. **Early Voting Polling Locations.** The Early Voting locations for most elections will be at the AgriLife Auditorium, 607 N. Vandever St., Burnet, TX 78611 and Texas Tech in Marble Falls, 806 Steve Hawkins Pkwy., Marble Falls, TX 78654. In November of even years, the county will also use Granite Shoals Community Center, 1208 North Phillips Ranch Rd, Granite Shoals, TX 78654, and Bertram Community Center, 340 South Gabriel St., Bertram, TX 78605.
- IV. **Election Day Polling Locations.** Election Day voting shall be held in common precincts where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of each LPS. Those will be decided within one week after the last day to order an election.
- V. **Cost Sharing.** The LPSs agree to the cost sharing provisions below. This includes Burnet County, the school districts of the county, the cities of the county, and the Central Texas Groundwater Conservation District. Other entities pay a lump sum of \$1,000 for their election.
- VI. **Effective Date.** This Agreement becomes effective upon execution by the participating LPSs.
- VII. **Amendments.** This Agreement may not be amended or modified except in writing and executed by each LPS.

COST SHARING – NOVEMBER UNIFORM ELECTION DATE

- I. The following expenses will be shared equally by all LPSs holding an election including Burnet County: the newspaper notice for the Logic and Accuracy Test of the ballots, consumable election supplies, and ballot programming.
- II. The user fees for the voting equipment, election worker payroll, and mileage payments to poll workers will follow these cost sharing arrangements:

- a. The county will bear at least 70% of these election costs at each voting location. The remaining 30% will be shared so that 20% is paid by the Independent School District (ISD) or CTGCD associated with the polling place and the remaining 10% is paid by any/all cities equally sharing the costs. If both the ISD and CTGCD are holding elections, they each pay 10%, with any/all cities equally sharing the remaining 10%.
 - b. If there is no city election, the ISD or CTGCD associated with the polling place pays 20% or 10% each and the county the remaining 80%. Subsequently, if there is no ISD or CTGCD election, any/all cities pay 10% of the costs associated with the polling place and the county pays 90%.
 - c. If there is no city, no ISD and no CTGCD election, the county pays 100% of the costs.
- III. It is acknowledged that cost sharing expenses will fluctuate depending upon the number of required polling locations and poll workers required as General Elections, held on even-numbered years, typically require more resources than Constitutional Amendment elections, held on odd-numbered years.

COST SHARING – MAY UNIFORM ELECTION DATE

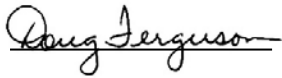
- I. The following expenses will be shared equally by all LPSs holding an election including Burnet County: the newspaper notice for the Logic and Accuracy Test of the ballots, consumable election supplies, and ballot programming.
- II. The user fees for the voting equipment, election worker payroll,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

A cost estimate for the LPS election will be submitted upon request.

APPROVED BY THE GOVERNING BODY OF _____ in its meeting held the
_____ day of _____, 202_, and executed by its authorized representative.

By: _____
Name: _____
Title: _____

ACKNOWLEDGED BY:



Doug Ferguson
Elections Administrator, Burnet County, Texas

Date: June 7, 2024



Administration

ITEM 4.3

Mark Ingram
Fire Chief
512.756.2662
mingram@cityofburnet.com

Action

Meeting Date: July 23, 2024

Agenda Item: Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS ADOPTING THE FEMA APPROVED BURNET COUNTY, TEXAS MULTI-JURISDICTION HAZARD MITIGATION PLAN AND APPOINTING THE CITY MANAGER AS THE CHIEF EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE TO ACT IN ALL MATTERS IN CONNECTION WITH THEIR PORTION OF THE HAZARD MITIGATION PLAN: M. Ingram

Background: Hazard Mitigation Plans are necessary for disaster declarations with FEMA. This plan has been in negotiations for approximately two years. All municipalities within Burnet County have agreed to join the Hazard Mitigation Plan.

Information: The Commissioners Court of Burnet County, Texas adopted and approved the *Burnet County Multi-Jurisdiction Hazard Mitigation Plan* on June 28, 2024.

Fiscal Impact: n/a

Recommendation: Approve and Adopt Resolution R2024-56 as presented.

RESOLUTION NO. R2024-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS ADOPTING THE FEMA APPROVED BURNET COUNTY, TEXAS MULTI-JURISDICTION HAZARD MITIGATION PLAN AND APPOINTING THE CITY MANAGER AS THE CHIEF EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE TO ACT IN ALL MATTERS IN CONNECTION WITH THEIR PORTION OF THE HAZARD MITIGATION PLAN:

WHEREAS, the City Council of the City of Burnet, Texas recognizes the threat that natural hazards pose to people and property within the City; and

WHEREAS, the City Council of the City of Burnet, Texas has participated in the Burnet County Hazard Mitigation Plan which is in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the Burnet County Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of Burnet, Texas from impacts of future hazards and disasters; and

WHEREAS, adoption by the City Council demonstrates our commitment to hazard mitigation and achieving the goals outlined in the Burnet County Hazard Mitigation Plan; and

WHEREAS the adoption of this plan will make City of Burnet, Texas eligible to apply for current and future Hazard Mitigation Grants; and

WHEREAS Hazard Mitigation Action Plans are required to appoint an official to act as the Authorized Representative in all matters in connection with their portion of Burnet County Hazard Mitigation Plan;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF BURNET, TEXAS, AS FOLLOWS:

Section one. Findings. The recitals set out above are hereby approved and incorporated herein for all purposes.

Section two. Adoption. The City of Burnet, Texas adopts the FEMA approved Burnet County, Texas Multi-Jurisdiction Hazard Mitigation Plan.

Section three. Appointment. The City Manager is hereby appointed the Chief Executive Officer and Authorized Representative to act on behalf of the City of Burnet, Texas in all matters in connection with their portion of the Burnet County Multi-Jurisdiction Hazard Mitigation Plan.

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 23rd day of July 2024.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary

Hazard Mitigation Plan



	County	City of Bertram	City of Burnet	Cottonwood Shores	Granite Shoals	City of Highland Haven	City of Marble Falls	City of Meadowlakes
Flooding	X	X	X	X	X	X	X	X
Hurricanes, Tropical Storms, and Depressions								
Wildfire	X	X	X	X	X	X	X	X
Tornados	X	X	X	X	X	X	X	X
Drought	X	X	X	X	X	X	X	X
Extreme Cold	X	X	X	X	X	X	X	X
Extreme Heat	X	X	X	X	X	X	X	X
Hailstorm	X	X	X	X	X	X	X	X
Winter Storm	X	X	X	X	X	X	X	X
Severe Winds	X	X	X	X	X	X	X	X
Lightning	X	X	X	X	X	X	X	X
Additional Optional Hazards								
Coastal Erosion								
Inland Erosion								
Land Subsidence								
Earthquakes								
Expansive Soils	X	X	X	X	X	X		X
Dam Failure*	X		X	X	X		X	X

*Dam Failure is profiled in a classified appendix for security reasons.

Table 2: Local Planning Team Representatives

Title	Jurisdiction
County Judge	Burnet County
Emergency Management Coordinator	
Mayor	City of Bertram
City Secretary	
Mayor	City of Burnet
City Manager	
Fire Chief	
Deputy Chief	
Mayor	City of Cottonwood Shores
City Administrator	

Table 3: Plan Schedule

TIMELINE											
Planning Tasks	2023						2024			COMPLETED	
	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb		Mar
Organize Resources and Identify Planning Team	█										
Create Outreach Strategy		█									
Review Community Capabilities		█									
Conduct Risk Assessment		█									
Identify Mitigation Goals and Actions				█							
Develop Action Plan for Implementation				█							
Identify Plan Maintenance Procedures					█						
Review Plan Draft						█					
Submit Plan to State and FEMA							█				
Adopt Plan										█	TBD
MEETINGS											
Planning Team		7/12/2023	8/16/2023								
Public Outreach – Online Surveys			●								●
Stakeholder Outreach							●				

infrastructure to address these threats as well as related land use changes. Additionally, the population may consider relocation if appropriate measures are not taken.

A) Major Disaster Declarations

The following table outlines all major disaster declarations that have occurred in Burnet County since the 2017 HMAP.

Table 7: Major Disaster Declarations in Burnet County

Burnet County Major Disaster Declarations		
Disaster	Incident Period	Declaration Date
DR-4705 Texas Severe Winter Storm	January 30, 2023 – February 2, 2023	April 21, 2023
DR-4586 Texas Severe Winter Storm	February 11, 2021 – February 21, 2021	February 19, 2021
DR-4485 Texas Covid-19 Pandemic	January 20, 2020 – May 11, 2023	March 25, 2020
DR-4416 Texas Severe Storms and Flooding	September 10, 2018 – November 2, 2018	February 25, 2019



Development Services

ITEM 4.4

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

Agenda Item Brief

- Meeting Date:** July 23, 2024
- Agenda Item:** Discuss and consider action: Authorize the purchase for SCADA improvements of the City's Water System: E. Belaj
- Background:** The City's Eagle Nest water system currently does not have remote monitoring and controls. During inclement weather conditions, it is difficult to dispatch staff, especially when shorthanded. Several of our water system critical sections are controlled or monitored by SCADA (System Control and Data Acquisition), but this location is not. During the winter storm of 2022, it became difficult to understand whether the pump station system at Eagle's Nest was functioning properly without continuous on-the ground monitoring, something that consumed significant staff resource in time of staff shortage.
- Information:** The new SCADA system will give the City staff the ability to monitor remotely and have some limited control over operations. The attached quote from Industrial Instance LLC is to accomplish just that for \$13,709. The City is requesting expenditure of up to \$15,000 to cover this project and an allowance for unforeseen circumstances.
- Fiscal Impact:** The funding is proposed to come from bond proceeds. The previous bond proceeds, which have mainly been used to fund street projects, included a provision that a portion of the funding was to be used for utility improvement projects.
- Recommendation:** Authorize the expenditure of \$15,000 to make water system SCADA improvements and associated expenses.

July 15th, 2024

Richard Harrison
City of Burnet
P.O. Box 1369
Burnet, Texas 78611

RE: Eagles Nest SCADA

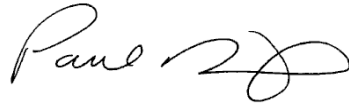
Quote # 00313Q Revision 00

Mr. Harrison,

Thank you for the opportunity to provide this proposal for the Technical Services associated with the City of Burnet Eagles Nest SCADA project. Attached you will find the scope of work and pricing for supplying the project services as detailed within this document.

If you have any questions or need any further information, please contact me at your convenience. Thank you again for your time and consideration.

Sincerely,



Paul Dixon
President

Industrial Instance, LLC
pdixon@industrialinstance.com
512.964.7449 :: phone/mobile

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2 PROPOSAL BASELINE

2.1 REVISION HISTORY

Revision	Date	Author	Description
00	7/15/2024	PSD	Proposal

2.2 CLIENT CONTACTS RELATED TO PROPOSAL

Client Name	Organization/Location	Primary Phone	Primary E-mail
Richard Harrison	City of Burnet	512-470-3003	rharrison@cityofburnet.com

2.3 OTHER CONTACTS RELATED TO PROPOSAL

Name	Location	Primary Phone	Primary E-mail

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3 SCOPE OF SUPPLY

3.1 OVERVIEW

3.1.1 PROPOSAL BASELINE DOCUMENTS

The proposal is based on the information obtained from the following baselines:

- Discussion with City of Burnet personnel
- Previous experience with site

3.1.2 PROJECT SUMMARY

The City of Burnet has requested to add SCADA monitoring for the Eagles Nest site to the existing Inks Lake WTP System.

Eagles Nest will be connected to the Inks Lake WTP via a new cellular modem.

This proposal provides for the following:

- Control Panel for Eagles Nest (Nema 12 Mild Steel)
- Cellular Modems (remote monitoring & control)
- Updated HMI graphics at the WTP for Eagles Nest Tank that will allow for remote operation and monitoring
- **Materials/Fabrication/Programming/Commissioning for monitoring and/or control of the Eagles Nest Pump Station*****Optional**

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3.2 SYSTEM DEVELOPMENT

3.2.1 SOFTWARE DEVELOPMENT

Industrial Instance will provide the following software development services:

- PLC programming for the Eagles Nest site.
- AES (Aveva Edge Studio) programming at WTP for the Eagles Nest site
- Cellular Modem/Router configuration
- *Note: Programming for monitoring and/or control of Eagles Nest Pump Station *****Optional*

3.2.2 DESIGN

Pricing for an AutoCAD design package is included in this proposal. The system design package will consist of the following:

- Panel design for (1) new control panel
- Component Layouts
- 120VAC/24VDC electrical wiring distribution within the panels
- Field device interconnection to the panel IO
- Bill of materials

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3.2.3 MATERIALS / PANEL ASSEMBLY / INSTALLATION

Industrial Instance will provide materials and panel assembly for a total of (4) Control Panels as described below.

- (1) Mild Steel Enclosure 24x30x10
- (1) Backpanel
- (1) Allen-Bradley Micro800 PLC (14DI/10DO), 4AI
- (1) DC Power Supply
- (1) Peplink MAX BR1-MINI-LTE Cellular Modem/Router
- (1) Cellular MIMO Antenna
- (1) UPS
- **(AR) Isolation Relays and terminals for Pump Station****Optional**

Industrial Instance has provided pricing for the following ancillary components in this proposal:

- Fused & Feed through Terminal blocks as required
- Circuit Protection (Fuses & Circuit Breakers) as required
- Wire and Cables (internal to panel) as required
- Wireway & Covers as required
- DinRail and Mounting Hardware as required
- Labels as required

3.2.4 CUSTOMER SUPPLIED MATERIALS/SOFTWARE/SERVICES.

All other associated hardware not listed above will be provided by others which include but are not limited to the following: Software, PLCs, telemetry/communication hardware, power distribution components, relays, wire and cable. **Any onsite electrical and/or installation materials and services not explicitly listed in this proposal will be provided by others.** Industrial Instance may request to use customer software licenses to perform the software development tasks defined in this proposal.

3.2.5 STARTUP AND COMMISSIONING

This proposal includes an estimate of (1) days or (8) hours of regular time (M-F, 8am to 5pm) and (1) trip to the site for startup and commissioning activities. The standard labor rate for on-site commissioning will be \$135.00/hour for regular time. Travel time rate is \$67.50/hour. **Pricing for (1) day or (8) hours for commissioning of the Pump Station is included*****Optional.**

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3.3 PROJECT MANAGEMENT

3.3.1 PROJECT SCHEDULE

6-8 weeks ARO (*Provided as an estimate only. NO guarantee on hardware delivery can be provided. Hardware delivery delays due to supply chain issues could further impact the project schedule.*)

3.3.2 CHANGE MANAGEMENT

Services requested beyond the scope of this proposal are subject to a change order. A Work Order Change Notice (WOCN) detailing additional costs will be provided for approval prior to work being performed. Standard rate for this project is \$135.00/hr for system development/testing and \$135.00/hr for onsite commissioning. Travel rate is \$67.50/hr. Work performed in excess of 10 hours per day, Monday-Friday, and Saturdays will be charged a 1.5x rate. Work performed on Sundays and Holidays will be charged at 2.0x rate.

3.3.3 SAFETY AND SECURITY

While on site, Industrial Instance will follow all Safety and Security regulations provided by the end-user.

This plan does not account for any other requirements.

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4 COMMERICAL

4.1 PRICING & PAYMENT

4.1.1 SCHEDULE OF VALUES

City of Burnet - Eagles Nest SCADA	
Project Management/Admin (PM)	\$ 540.00
Project Eng Design/CAD (PED)	\$ 990.00
Project Dev/Programming (PD)	\$ 2,700.00
Project Start Up/Expenses (PSU)	\$ 1,370.00
Materials/Fabrication (MAT)	\$ 4,049.00
<i>Materials/Fabrication for Pump Station (MAT)*****OPTIONAL</i>	<i>\$ 1,070.00</i>
<i>Project Dev/Programming for Pump Station (PD)*****OPTIONAL</i>	<i>\$ 1,620.00</i>
<i>Project Start Up/Expenses for Pump Station (PSU)*****OPTIONAL</i>	<i>\$ 1,370.00</i>
Total	\$ 13,709.00

4.1.2 EXCLUSIONS & CLARIFICATIONS

- No taxes or permits of any kind are included
- Services not listed within this proposal are not included
- All pricing is quoted in U.S. dollars

4.1.3 MILESTONE PAYMENTS

Milestone Payments		
Description	Percentage	Amount
Project Award	25%	\$ 3,427.25
Design Submittal	10%	\$ 1,370.90
Software Development	15%	\$ 2,056.35
Material Delivery	30%	\$ 4,112.70
Commissioning Completion	10%	\$ 1,370.90
Site Acceptance	10%	\$ 1,370.90
Total	100%	\$13,709.00

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4.1.4 PROPOSAL EXPIRATION

Proposal expires 30 days from date of transmittal

4.1.5 PROJECT CANCELLATION

Upon project cancellation ARO, all completed work will be invoiced in full. Remaining scope, labor, & materials will be subject to a 25% cancellation fee.

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4.2 TERMS AND CONDITIONS OF SALE

These general terms and conditions of sale constitutes the Seller's acceptance of Customer's order, and is expressly limited to the terms and conditions set forth in this document, not withstanding any provision in Customer's purchase order form to the contrary. This acceptance contains the entire agreement of the parties, which agreement cannot be modified except by written agreement of both parties.

Definitions:

1. "Seller" will denote Industrial Instance, LLC
2. "Customer" will denote the individual, individuals, or organization which agrees to purchase goods or services from Seller.
3. "Conditions" will denote the General Terms and Conditions set out in this document and any Special Terms and Conditions agreed to in writing by both the Seller and Customer.
4. "Products" will denote the inclusion of, without limitation, third-party hardware, firmware, and software components, software, programming, engineering, documentation, manufacturing, training, parts and field services.

General — These Conditions (along with any directly associated written Seller specification or quotation) exclusively will govern the sale or licensing by Seller Products furnished hereunder. No addition or modification to these Conditions will be binding on Seller unless agreed to in writing signed by an authorized representative at Seller's headquarters. Seller objects to other Conditions that may be proposed by the customer not otherwise consistent with these or other Conditions set forth in Seller's written specification, quotation or order acknowledgment.

Payment Terms — Net thirty (30) days from date of invoice with ongoing approved credit as determined by Seller. Seller reserves the right to suspend any further performance under this agreement or otherwise in the event payment is not made when due. No payment by offset is permitted unless approved by Seller. Past Due Balance subject to accrue interest at 1½% per month.

Delivery Terms — Acknowledged shipping dates are approximate only and based on prompt receipt of all necessary information from the customer. Delivery terms are Ex Works with respect to shipping costs, risk of loss and title transfer, except that title to all **intellectual property rights** and/or copyrights associated with the Products, remain with Seller, excluding those components of Products explicitly sublicensed to Customer from the original intellectual right holder. Any component of Products having associated intellectual rights, whether property of Seller or otherwise, are licensed only for use by Customer pursuant to this agreement, or other Seller license agreement or third-party sublicense agreement.

Ownership of Software — Title to the application of software remains with Seller, and Buyer is subject to any

third party licenses. Seller will grant to Buyer a personal, paid-up, perpetual non-exclusive, non-transferable license to use application software in the application for which the software was designed in conjunction with the specified equipment.

Warranty —

Software and Manufacturing: Unless otherwise provided in a Seller agreement, Seller warrants for a period of one (1) year from the date of invoice from Seller, that standard software and manufactured systems furnished hereunder, when used with Seller-specified hardware, will perform in accordance with published specifications prepared, approved, and issued by Seller's headquarters. Warranty work will be performed according to the following schedule: **Unlimited Support Schedule:** During the first thirty days of the warranty period, Seller will provide unlimited technical support for Product provided by Seller. **Incidental Support Schedule:** After the first thirty days of the warranty period, Seller will provide technical support for Product provided by Seller on an incident-by-incident basis, starting with a standard allotment of six (6) incidents for the next eleven (11) months. **Additional Support Schedule:** Additional support incidents may be purchased based on an agreed support contract. Seller makes no representation or warranty, express or implied, that the operation of the software Products will be uninterrupted or error free, or that the functions contained therein will meet or satisfy the Customer's intended use or requirements. Software corrections are warranted for a period of three (3) months from the date of shipment to Customer or the remainder of the original warranty term, whichever is longer.

- A. **Hardware:** Seller does not warrant and will not be liable for failure of hardware components, subsystem peripherals, or other product not developed by Seller, whether or not supplied by Seller. Any warranty applicable to such hardware Products will be limited solely to the warranty, if any, extended by the original manufacturer or vendor other than Seller to the extent permissible thereunder
- B. **Field Service:** Seller warrants that Products comprised of services, including engineering and custom application programming services, whether provided on a fixed cost or time and material basis, will be performed in accordance with generally accepted industry practices to the extent such services are subject to written acceptance criteria agreed to in advance by Seller. All other warranties relative to provided services are disclaimed.

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- C. Customer Specifications: Seller does not warrant and will not be liable for any design, materials or construction criteria furnished or specified by Customer and incorporated into the Products or for Products made by or sourced from other manufacturers or vendors specified by Customer. Any warranty applicable to such Customer-specified Products will be limited solely to the warranty, if any, extended by the original manufacturer or vendor other than Seller to the extent permissible thereunder.
- D. Remedies: Satisfaction of the above warranties will be limited, at Seller's option, to the replacement, repair, re-performance or modification of, or issuance of a credit for the purchase price of the Products involved, and where applicable, only after the return of such Products with Seller's consent. Replacement Products may be new or reconditioned. Any warranty service (consisting of time, travel and expenses related to such services) performed other than at Seller's facility, will be at Customer's expense.
- E. General: Warranty satisfaction is available only if (a) Seller is promptly notified in writing and (b) Seller's examination discloses, to its satisfaction, that any alleged defect has not been caused by misuse; neglect; improper installation, operation, maintenance, repair, alteration or modification; accident; or unusual deterioration or degradation of the Products or parts thereof due to physical environment or electrical or electromagnetic noise environment.
- F. THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, OR PERFORMANCE OR APPLICATION WARRANTIES, AND EXTEND ONLY TO CUSTOMERS PURCHASING FROM SELLER.

Limit of Liability — IN NO EVENT WILL SELLER BE LIABLE FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND. SELLER'S MAXIMUM CUMULATIVE LIABILITY RELATIVE TO ALL OTHER CLAIMS AND LIABILITIES, INCLUDING THAT WITH RESPECT TO DIRECT DAMAGES AND OBLIGATIONS UNDER ANY INDEMNITY, WHETHER OR NOT INSURED, WILL NOT EXCEED THE COST OF THE PRODUCTS GIVING RISE TO THE CLAIM OR LIABILITY. ANY ACTION AGAINST SELLER MUST BE BROUGHT WITHIN EIGHTEEN (18) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF ANY OTHER CONTRARY PROVISION OF THE AGREEMENT AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE. EACH PROVISION IN THE AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTY OR CONDITION OR

EXCLUSION OF DAMAGES IS SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND IS TO BE ENFORCED AS SUCH.

Non-Solicitation of Employees — Notwithstanding any other provision of this Agreement, for a period of one year after termination of this Agreement, Buyer shall not, directly or indirectly, employ, solicit for employment, or advise or recommend to any other person that such other person employ or solicit for employment, any person employed or under contract (whether as consultant, employee, or otherwise) by or to the Seller during the period of such person's association with the Seller and one year thereafter.

Packing & Marking — Customer-specified packing or marking may be subject to additional charges not otherwise included in the price of the Products.

Quotations — Written quotations are valid for 30 days from issue unless otherwise stated. Verbal quotations expire the same day they are made. All typographical and clerical errors are subject to correction. All Customer orders are subject to acceptance by Seller at time of order.

Prices — Prices and other information shown in any Seller publication (including brochures) are subject to change without notice and confirmation by specific quotation. Such publications are not offers to sell and are maintained only as a source of general information. The customer will pay or reimburse Seller for all sales, use, excise or similar taxes. Products comprised of time and material services will be provided in accordance with Seller's published service rates (including applicable overtime and travel expenses) in effect as of the date such services are provided, unless otherwise confirmed by Seller's written quotation or order acknowledgment. Billable service time includes travel time to and from the job site and all time Seller's representatives are available for work and waiting (whether on or off the job site) to perform the services. Customer will be liable for all incurred stand-down charges resulting from delays attributable to Customer or Customer's representatives. Products comprised of fixed-bid agreements will be subject to stand-down charges, above and beyond purchase order price, at a time and material services rate when Seller's representatives are available for work and waiting (whether on or off the job site) to perform the services.

Changes — Customer-requested order changes, including those affecting the identity, scope and delivery of the Products, must be documented in writing and are subject to Seller's prior approval and adjustments in price, scheduling and other affected Conditions. In any event, Seller reserves the right to reject any change that it deems unsafe, technically inadvisable or inconsistent with established engineering or quality guidelines and standards, or

PREPARED FOR
City of Burnet

PREPARED BY
INDUSTRIAL
INSTANCE, LLC

PREPARED ON
7/15/2024

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incompatible with Seller's design or manufacturing capabilities.

Order Cancellation — An order may be canceled by the customer prior to shipment only by written notice and upon payment to Seller of reasonable cancellation charges, including reimbursement for direct costs, plus allowances for disruption. Cancellation charges associated with orders for custom Products or Products specifically manufactured to the customer's specification may equal the actual selling price of the Products. Seller has the right to cancel an order for cause at any time by written notice, and Seller will be entitled to cancellation charges as identified above. No termination by the customer for cause will be effective unless and until Seller has failed to correct such alleged cause within forty-five (45) days after receipt of the customer's written notice specifying such cause.

Force Majeure — Seller will not be liable for any loss, damage or delay arising out of its failure to perform hereunder due to causes beyond its reasonable control, including without limitation, acts of God or the customer, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, delays in transportation, or transportation embargoes. In the event of any such delay, Seller's performance date(s) will be extended for that length of time as may be reasonably necessary to compensate for the delay.

Disputes — The parties will attempt in good faith promptly to resolve any dispute arising out of this agreement by

negotiations between representatives who have authority to settle the controversy. If unsuccessful, the parties further will attempt in good faith to settle the dispute by non-binding third-party mediation, with fees and expenses of such mediation apportioned equally to each side. Any dispute not so resolved by negotiation or mediation may then be submitted to a court of competent jurisdiction in accordance with the terms of this agreement. These procedures are the exclusive procedures for the resolution of all such disputes between the parties.

Governing Law — This agreement and all disputes arising thereunder will be governed by and interpreted in accordance with the internal laws of the state, province or other governmental jurisdiction in which Seller's principal place of business resides, but specifically excluding the provisions of the 1980 UN Convention on Contracts for the International Sales of Goods.

Assignment — This agreement may not be assigned by either party without the written consent of the other, however, consent will not be required for internal transfers and assignments as between Seller and its parent corporations, subsidiaries or affiliates as part of a consolidation, merger or other form of corporate reorganization.

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SCADA IMPROVEMENTS

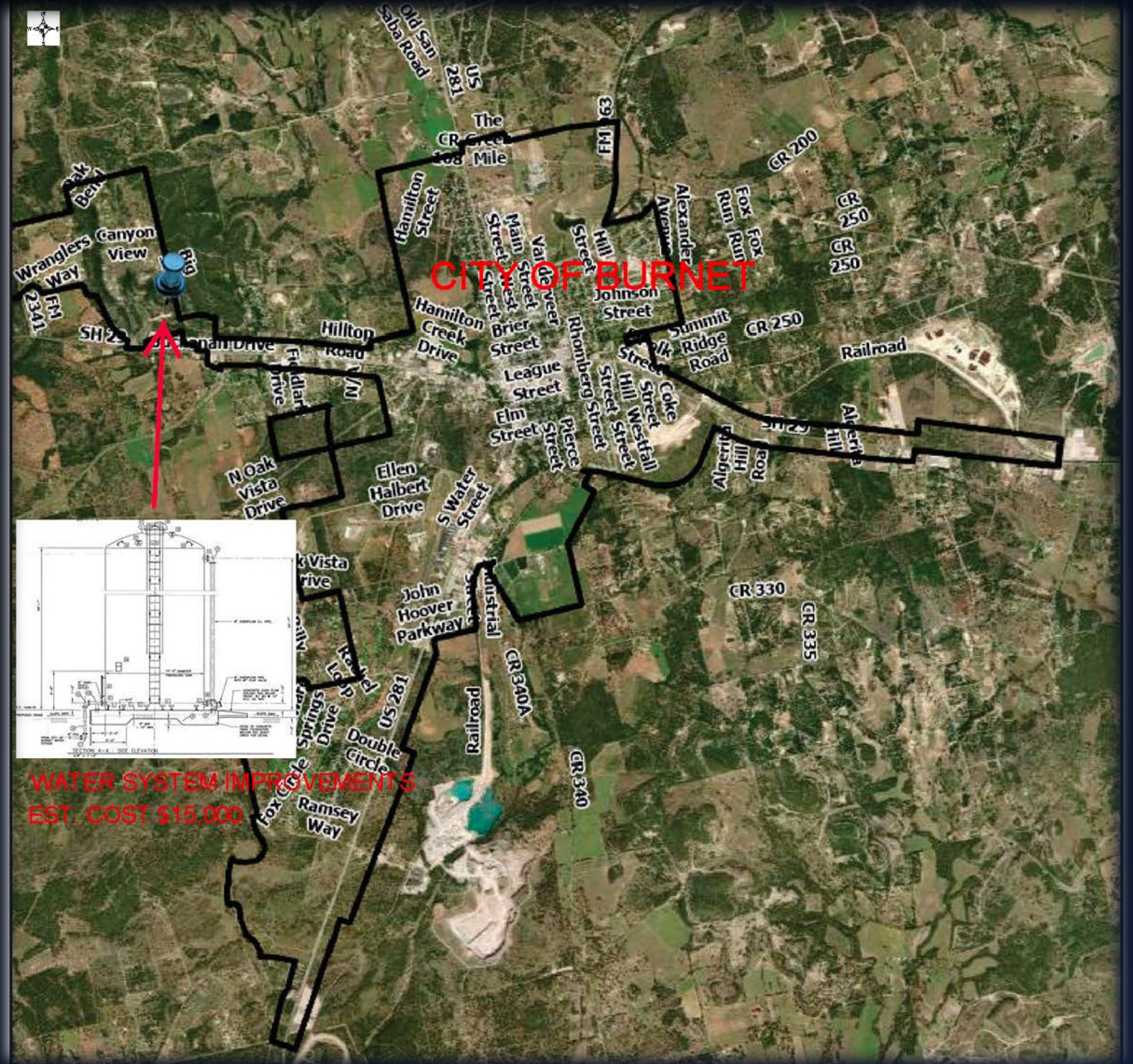
SYSTEM CONTROL AND DATA ACQUISITION

EAGLE'S NEST WATER SYSTEM AND PUMP STATION

Difficult to monitor during inclement weather

Uses staff time getting to and fro for simple observations

During last storm used staff time when staff was needed elsewhere



Two Content Layout with Table

- The first two items will give the City the ability to monitor remotely
- Controls: Remote controls of pump station
- Lastly: There are some unknowns but foresee not needing the \$1,291.

Item	Base Item	TBD Item
Design & Programing	\$5,600	
Materials	\$4,049	
Pump Controls	\$4,060	
Unknowns		\$1,291

SCADA

System Control and Data Acquisition

Funding: \$15,000 from Bond Proceeds

Some of Bond Funds must be used for water improvements





Development Services

ITEM 4.5

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

Action Item

Meeting Date: July 23, 2024

Agenda Item: Discuss and consider action: To allow 3720 E State Highway 29 to be served by alternative water supply and alternative wastewater services: L. Kimbler

Background: The subject property, Exhibit A, is located along the north side of East Highway 29 and is currently undeveloped and zoned Heavy Commercial – District “C-3.” A five-acre portion of the property is the proposed location of the Clayton Model Homes lot; site development plans are currently under review. Because the land is located within the City’s corporate limits, City Code Section 98-44(c) requires the property to be connected to the City’s utility system unless the distance between the development and the City’s utilities is unreasonable to require such connection.

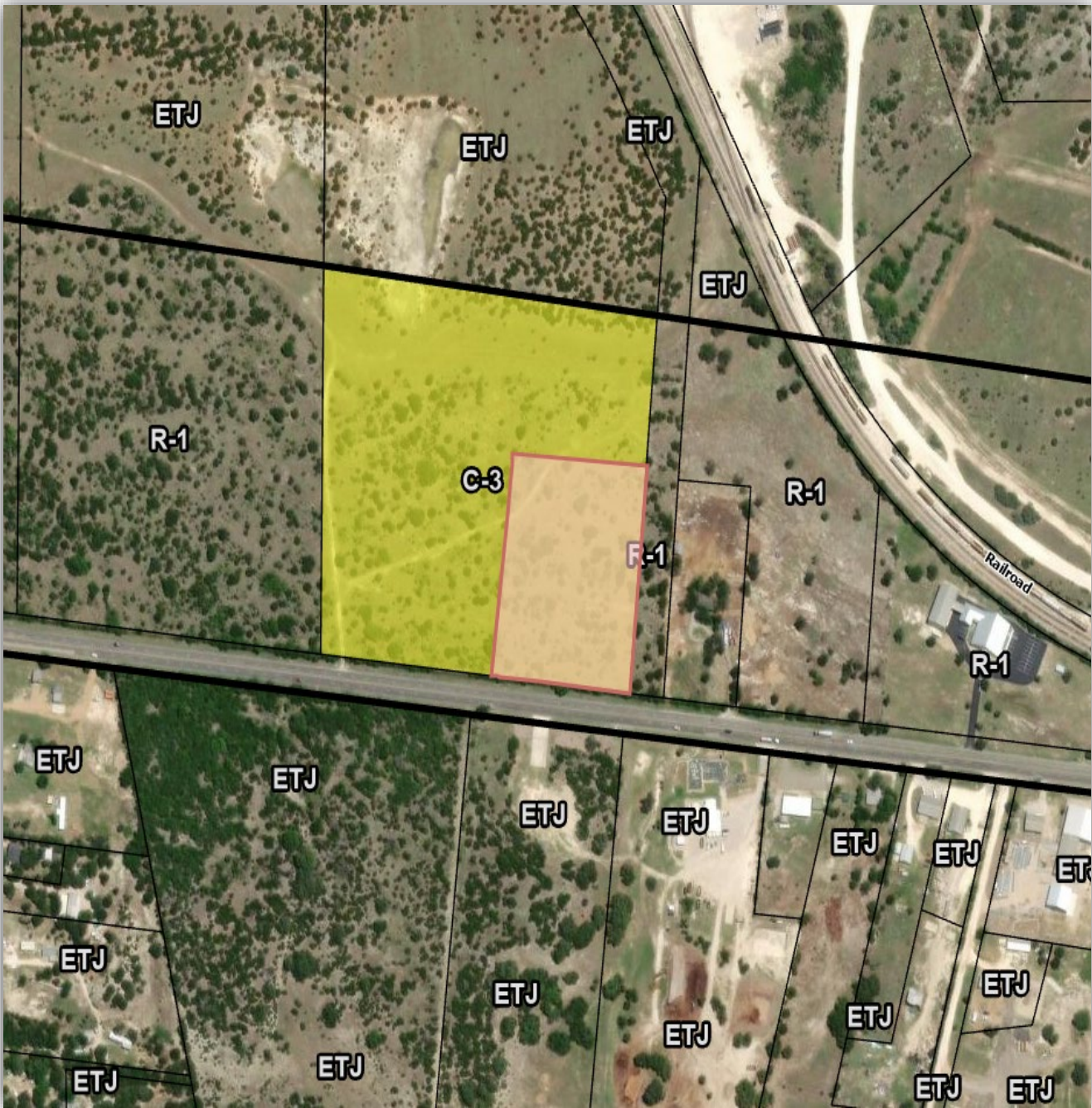
Information: In this instance, the distance between the land and the closest water and sewer line is just approximately 2 miles (over 10,560 feet). Due to the distance of the nearest connections, connecting into the City’s water and sewer would be cost prohibitive. The applicant is requesting to utilize on-site septic facilities and an on-site well water system to provide utilities to the lot. If the Council should approve this request, the applicant shall be required to comply with the permitting, application, and inspection requirements of Chapter 66 Article II (water wells) and Chapter 21 (on site sewer facilities).

Discussion has been made with the City Engineer and he does recommend approval of this request.

Fiscal Impact No direct fiscal impact is anticipated.

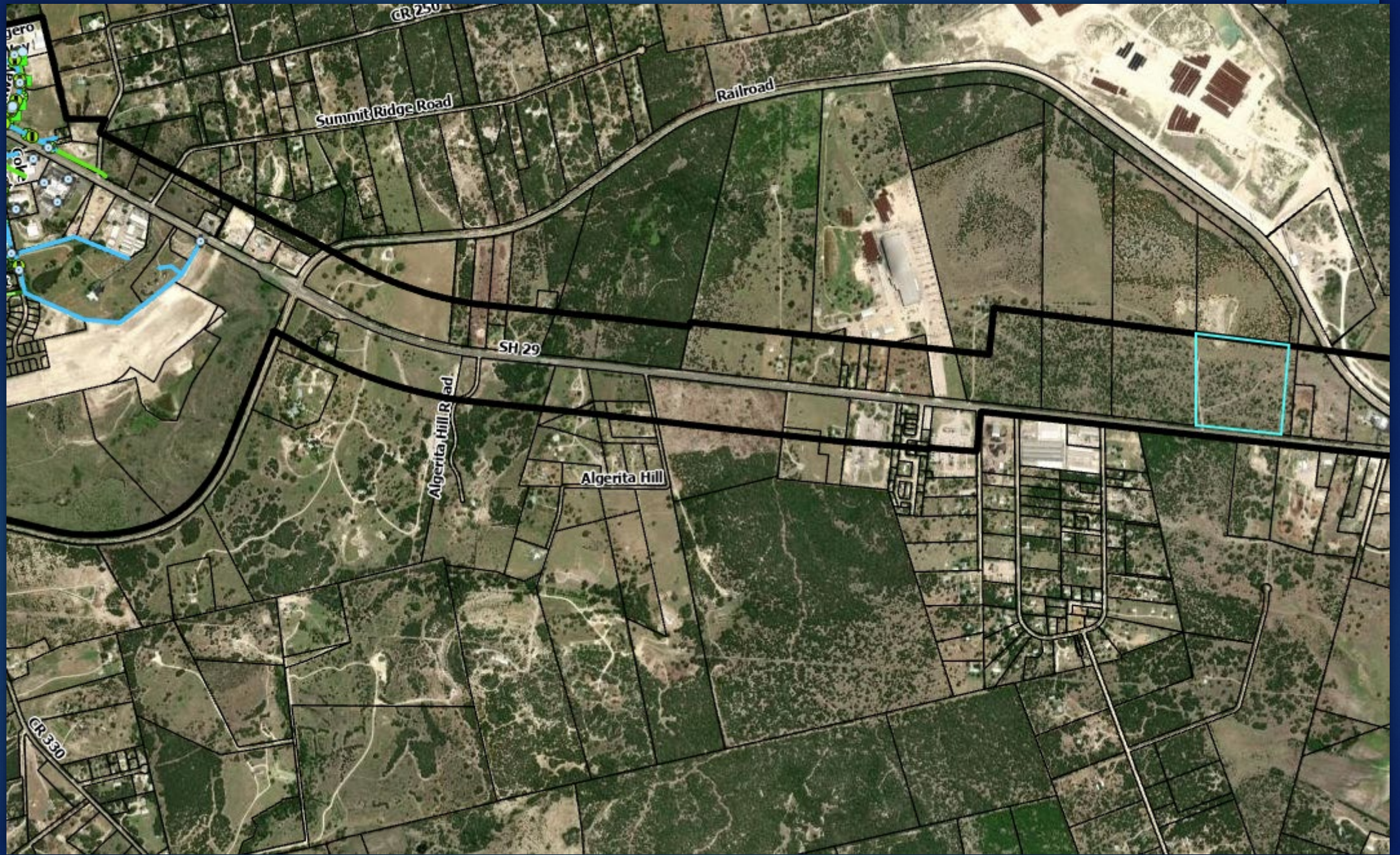
Recommendation: Approve the request that 3720 E State Highway 29 to be served by alternative water supply and alternative wastewater services.

Exhibit A – Location



CONSIDERATION AND ACTION TO
ALLOW 3720 E STATE HIGHWAY 29 TO
BE SERVED BY ALTERNATIVE WATER
SUPPLY AND ALTERNATIVE
WASTEWATER SERVICES: L. Kimbler





**APPROVE THE REQUEST THAT 3720 E
STATE HIGHWAY 29 TO BE SERVED BY
ALTERNATIVE WATER SUPPLY AND
ALTERNATIVE WASTEWATER
SERVICES.**





Development Services

ITEM 4.6

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

Agenda Item Brief

- Meeting Date:** July 23, 2024
- Agenda Item:** Discuss and consider action: Award Engineering Contract for the Wofford Waterline Project and authorize the City Manager to Execute the Contract: E. Belaj
- Background:** The City Council previously authorized the CDBG Grant application for a water transmission pile along Wofford Street. Subsequently, the City issued RFQs and received one Statement of Qualification from the GLS engineering firm. The City is a recipient of a \$500K grant to install 2,400' of 16" of water transmission pipe.
- Information:** The GLS engineering firm is proposing to assist the City with the design and construction related engineering services for the fee of \$81,900.00. Attached to the agenda is a contract, and scope of work. The estimated engineering fee was \$75,000, but due to some geotechnical exploration requirements, the fee increased as shown.
- Qualification: City staff determined that the GLS engineering firm is well qualified to complete this project. Council may elect to take staff's recommendation below, reject all statement of qualifications, or proceed with further evaluation.
- Fiscal Impact:** Project construction cost is \$646,176 not including surveying, design, and grant administration costs totaling approx. \$110,000. The City would be responsible for \$255,976. The City has the budgeted funds available from bond proceeds for this project.
- Recommendation:** Award Engineering Contract to GLS for the CDBG Wofford Waterline Project and authorize the City Manager to execute the contract.

**CITY OF BURNET
PROFESSIONAL SERVICES AGREEMENT
FUNDED IN PART BY THE TEXAS DEPARTMENT OF AGRICULTURE**

THE STATE OF TEXAS

§
§
§

KNOW ALL BY THESE PRESENTS

BURNET COUNTY

This Professional Services Agreement Funded in part by the Texas Department of Agriculture (“*Agreement*”) is made and entered by and between the City of Burnet, Texas, (the “*City*”) a Texas home-rule municipality, and _____, a Professional Engineering Firm Registration #: F-_____ form under the laws of The State of Texas (“*Professional*” or “*Firm*”) under the general direction of the Texas Community Development Block Grant (hereinafter called “*TxCDBG*”) Program administered by the Texas Department of Agriculture (TDA) in connection with the TxCDBG Project, Contract Number CDV23-0311

Section 1. Duration. This Agreement shall become effective upon execution by the City and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

Section 2. Scope of Work. The scope of work Professional shall provide under this Agreement is as follows:

- (A) *Scope of Work.* Professional shall perform the Services as more particularly described in the Scope of Work attached hereto as **Exhibit “A”**. The work as described in the Scope of Work constitutes the “*Project*”. Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.
- (B) *Quality of Work.* The Quality of Services provided under this Agreement shall be of the level of professional quality performed by Professionals regularly rendering this type of service.
- (C) *Requirements.* The Professional shall perform its Services for the Project in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- (D) *Reliance.* The Professional may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation.

- (A) *Compensation.* The Professional shall be paid in the manner set forth in **Exhibit "B"** and as provided herein. The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$81,900.00. Payment to the Firm shall be based on satisfactory completion of identified milestones in the Scope of Work.
- (B) *Billing Period:* The Professional may submit monthly, or less frequently, an invoice for payment based on the estimated completion of the described tasks and approved work schedule. Subject to Chapter 2251, Texas Government Code (the "*Prompt Payment Act*"), payment is due within thirty (30) days of the City's receipt of the Professional's invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.
- (C) *Reimbursable Expenses:* Any and all reimbursable expenses related to the Project shall be included in the scope of services in **Exhibit "A"** and accounted for in the total contract amount in **Exhibit "B"**. If these items are not specifically accounted for in **Exhibit "A"** they shall be considered subsidiary to the total contract amount.

Section 4. Changes to the Project Work; Additional Work.

- (A) *Changes to Work:* Professional shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work at no costs to City. If the City finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Professional shall make such revisions if requested and as directed by the City and such services will be considered as additional work and paid for as specified under following paragraph. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
- (B) *Additional Work:* The City retains the right to make changes to the Scope of Work at any time by written order. Work that is clearly not within the general description of the Scope of Work and does not otherwise constitute special services under this Agreement must be approved in writing by the City by supplemental agreement before the additional work is undertaken by the Professional. If the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project and therefore constitutes additional work, the Professional shall promptly notify the City of that opinion, in writing. If the City agrees that such work does constitute additional work, then the City and the Professional shall execute a supplemental agreement for the additional work and the City shall compensate the Professional for the additional work based on the rates contained in the Scope of Work. If the changes deduct from the extent of the Scope of Work, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original

Agreement. Any work undertaken by Professional not previously approved as additional work shall be at risk of the Professional.

Section 5. Time of Performance. The services of the Firm shall commence on _____ . In any event, all the services required and performed hereunder shall be completed no later than _____ or the project's administrative closure date, as defined by the Texas Department of Agriculture (Department), whichever is later. The prompt completion of the services under the Scope of Work is critical to the City. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of the Professional and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of as.

Section 6. Insurance. Before commencing work under this Agreement, Professional shall obtain and maintain the liability insurance provided for in attached **Exhibit "C"** throughout the term of this Agreement and thereafter as required herein.

In addition to the insurance provided for in **Exhibit "C"**, Professional shall maintain the following limits and types of insurance:

Professional Liability Insurance: Professional errors and omissions liability insurance with limits of liability not less than \$1,000,000 per occurrence covering all work performed by the Professional, its employees, sub-contractors, or independent contractors.

Workers Compensation Insurance: The Professional shall carry and maintain during the term of this Agreement, workers compensation and employers' liability insurance meeting the requirements of the State of Texas on all the Professional's employees carrying out the work involved in this contract.

General Liability Insurance: The Professional shall carry and maintain during the term of this Agreement general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Professional or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

Automobile Liability Insurance: Professional shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor

vehicles used in the performance of this contract by the Professional or its employees.

Subcontractor: In the case of any work sublet, the Professional shall require subcontractor and independent contractors working under the direction of either the Professional or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Professional.

Qualifying Insurance: The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form; provided however, subject to the City's City Manager's prior written approval and verification that any coverage can only be obtained on a "claims made" basis, the certificate of insurance for such coverage must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with the Professional continuing to furnish the City certificates of insurance.

Evidence of such insurance shall be attached as **Exhibit "D"**.

Section 7. Subletting. Subject to the prohibition prescribed in Section 15 (K) (entitled "No Assignment"), the Professional shall not sublet or transfer any portion of the work under this Agreement, or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor.

Section 8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by the City shall be delivered to and become the property of the City. All drawings, charts, calculations, plans, specifications, and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE CITY'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL.

- A) Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant to the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at Professional's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement.
- B) *Access to Records.* The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department

of Agriculture (TDA), and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the TxCDBG (Texas Community Development Block Grant) award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City's TxCDBG contract with TDA.

- C) *Retention of Records*. The Firm shall retain all required records for three years after the City makes its final payment and all pending matters are closed.
- D) *Records and Audits*. The Firm shall ensure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

Section 9. Professional's Seal. To the extent that the Professional has a professional seal, it shall be placed on all documents and data furnished by the Professional to the City. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the Professional's industry. The plans, specifications and data provided by Professional shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the City and Professional. The City acknowledges that Professional has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for informational purposes only and are not guarantees.

- (A) *Debarment and Suspension (Executive Orders 12549 and 12689)*. The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm.
- (B) The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Section 10. Compliance with Laws. The Professional shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Professional shall furnish the City with satisfactory proof of compliance.

Section 11. Force Majeure. If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornadoes] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

Section 12. Termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City. Termination, of this Agreement, prior to the time stated in the Section 1 (entitled "*Duration*") shall be as follows:

(A) *Termination of Agreement for Cause:* This Agreement may be terminated:

- (1) By the mutual agreement and consent of both Professional and City;
- (2) By the City: If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination.

In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Firm, and the City may set-off the damages it incurred because of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

- (3) If the City terminates this Agreement pursuant to Section 5 (entitled "Time of Completion") or subsection 8(A)(2) or (3), above, the Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional considering the actual costs

incurred by the Professional in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination.

- (B) *Termination for Convenience of the City:* City may at any time and for any reason terminate Firm's services and work at City's convenience upon providing written notice to the Firm specifying the extent of termination and the effective date. Upon receipt of such notice, Firm shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Firm shall be entitled to payment only as follows:

- (1) the actual cost of the work completed in conformity with this Agreement plus,
- (2) such other costs actually incurred by Firm as are permitted by the prime contract and approved by City.

There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Firm prior to the date of the termination of this Agreement. Firm shall not be entitled to any claim or claim of lien against City/County for any additional compensation or damages in the event of such termination and payment.

Section 13. Indemnification. Professional agrees to indemnify and hold the City of Burnet, Texas and all of its present, future and former agents, employees, officials and representatives harmless in their official, individual and representative capacities from any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, for injuries to persons (including death) or to property (both real and personal) created by, arising from or in any manner relating to the services or goods performed or provided by Professional – expressly including those arising through strict liability or under the constitutions of the United States or Texas – BUT ONLY TO THE EXTENT ALLOWABLE BY SEC. 271.904(a) OF THE TEXAS LOCAL GOVERNMENT CODE AS APPLICABLE. Additionally, the professional shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

Section 14. Notices. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such

party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 15. Miscellaneous Provisions. Additional provisions of this Agreement are set out in the subsections below as follows:

- (A) *Agreement governs.* In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Services, this Agreement shall govern. The Scope of Services is intended to detail the technical scope of services, fee schedule, and contract time only and shall not dictate Agreement terms.
- (B) *Binding Effect.* Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors, and assigns.
- (C) *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
- (D) *Contract requirements for subdivisions of Texas state government.* Under Texas law, the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that of the following: (i) the company neither boycotts Israel; nor will not boycott Israel during the term of the contract (Chapter 2271, Texas Government Code); (ii) the company is neither identified on a list prepared and maintained by the comptroller; nor does business with Iran, Sudan, or a foreign terrorist organization (Chapter 2252, subchapter F, Texas Government Code); (iii) the company neither has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; nor will not discriminate during the term of the contract against a firearm entity or firearm trade association (Chapter 2274, Texas Government Code); and (iv) neither boycott energy companies; nor will not boycott energy companies during the term of the contract (Chapter 2274, Texas Government Code).

The signatory executing this Agreement on behalf of Professional verifies that the Professional, at the time of execution of this Agreement is, and during the term of this Agreement shall be, in full compliance with the requirements of Chapters 2270, 2252 subchapter F, and 2274 Texas Government Code as those chapters apply to the matters discussed in the paragraph above. The violation of this subsection shall be a material breach of this Agreement.

- (E) *Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire.* Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code as noted below.
 - (1) *Governing Body.* No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of TxCDBG award between TDA and the City, shall have any

personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

- (2) *Other Local Public Officials.* No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- (3) *The Firm and Employees.* The Firm warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City/County or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the City/County or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.
- (4) *Conflicts Disclosure Statement.* Per Sec. 176.003 in Chapter 176 of the Local Government Code A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
 - i. the vendor enters into a contract with the local governmental entity or the local governmental entity is considering entering into a contract with the vendor; and the vendor:
 - ii. has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that: (i) a contract between the local governmental entity and vendor has been executed; or (ii) the local governmental entity is considering entering into a contract with the vendor;
 - iii. has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that: (i) a contract between the local governmental entity and vendor has been executed; or (ii) the local governmental entity is considering entering into a contract with the vendor; or has a family relationship with the local government officer.
 - iv. (a-1). A local government officer is not required to file a conflicts disclosure statement in relation to a gift accepted by the officer or a family member of the officer if the gift is: (1) a political contribution as defined by Title 15, Election Code; or (2) food accepted as a guest.
 - v. (a-2). A local government officer is not required to file a conflicts disclosure statement under Subsection (a) if the local governmental entity or vendor described by that subsection is an administrative agency created under Section 791.013, Government Code.
 - vi. A local government officer shall file the conflicts disclosure statement with the records administrator of the local governmental entity not

later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of the statement under Subsection (a).

(F) *Dispute Resolution of Program Non-Compliance and Disallowed Costs.* In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. by taking the following steps:

- (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute.
- (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute.
- (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. The selection of mediator shall be agreed to by both parties. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

(G) *Exhibits.* All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same. Exhibits are as follows:

Exhibit "A": Scope of Work

Exhibit "B": Compensation

Exhibit "C": Requirements for all Insurance Documents

Exhibit "D": Evidence of Insurance

(H) *Entire Agreement.* It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes all prior agreements, arrangements or understandings between the parties relating to the subject matter.

No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

- (I) *Gender.* Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.
- (J) *Governing Law; Venue.* This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Burnet County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Burnet County, Texas.
- (K) *No Assignment.* Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party. Procedures for subcontract or assignment application for City approval:
 - (1) The Firm shall, prior to proceeding with the work, notify the City in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
 - (2) If any time during progress of the work, the City determines that any subcontractor is incompetent or undesirable, the City will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City.
 - (3) The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to TDA and to the Regional Office of the Environmental Protection Agency (EPA).
 - (4) The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate.
 - (5) The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the City including the manner by which it will be effected and the basis for settlement.
 - (6) The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
 - i. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
 - ii. Prime construction contracts in excess of \$2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)

- iii. The inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
 - iv. The inclusion of the Economic Opportunities for Section 3 Residents and Section 3 Business Concerns of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3).
 - v. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
 - vi. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
- (7) The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
- (8) The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the City, TDA, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
- (9) The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the City has made final payment to the contractor and all other pending matters are closed.
- (L) *Non-Collusion.* Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.
- (M) *Paragraph Headings; Construction.* The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this

Agreement shall not be construed either more or less strongly against or for either party.

- (N) *Relationship of Parties.* Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.
- (O) *Right To Audit.* City shall have the right to examine and audit the books and records of Professional with regards to the work described in Exhibit A, or any subsequent changes, at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.
- (P) *Severability.* If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.
- (Q) *Waiver.* Either City or the Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit. b Except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.
- (R) *Local Program Liaison.* For purposes of this Agreement, the City Manager, or equivalent authorized person, or designee will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
- (S) Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000). During the performance of this contract, the Firm agrees as follows:
 - (1) The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or

recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every

subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.

- (T) *Civil Rights Act of 1964*. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- (U) *Section 109 of the Housing and Community Development Act of 1974*. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- (V) *Section 504 of the Rehabilitation Act of 1973*, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
- (W) *Age Discrimination Act of 1975*. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- (X) *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)* If this agreement is over \$100,000 the Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- (Y) Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.
 - (1) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - (2) The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no

contractual or other impediment that would prevent them from complying with the part 135 regulations.

- (3) The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (4) The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- (5) The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.
- (6) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- (7) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

EXECUTED, by the City on this the _____ day of _____, 202__.

CITY:

PROFESSIONAL:

By: _____
David Vaughn, City Manager

By: _____

Name: _____

Title: _____

ADDRESS FOR NOTICE:

CITY

PROFESSIONAL

City of Burnet
Attn: City Manager
P.O. Box 1369
1001 Buchanan Drive, Suite 4
Burnet, Texas 78154

INSERT ADDRESS

Exhibit “A”

Scope of Services

EXHIBIT "A"



SCOPE OF WORK

FOR

Wofford Street Waterline
2023/2024 TDA Grant Project

ENGINEERING & SURVEYING DESIGN SERVICES

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DESIGN SCOPE FOR Wofford Street Waterline 2023/2024 TDA Grant Project

1. INTRODUCTION

This proposal is for professional engineering services related to preliminary engineering, final design, bidding assistance, and construction phase services for the construction of the City of Burnet (City) Wofford Street Waterline / 2023/2024 TDA Grant Project of approximately 2,400 linear feet of 16" PVC waterline on Wofford Street, beginning ~1,400 LF east of the Amy Street/Wofford Street intersection, then extending east to the end of Wofford Street, then turning north to the existing water plant. The Engineering Services will be for the design and issuance of construction plans which will be set forth in a single set of construction plans with specifications and corresponding contract documents. GLS has prepared its scope of services based upon what it anticipates as being required for the project.

2. BACKGROUND

The City of Burnet's water plants are currently connected with an 8" line. This line is undersized as a transmission line and is not able to sufficiently supply the City if one of the plants is out of service. As a result the City is seeking engineering and surveying assistance for these improvements.

The overall purpose of the scope will be for the consulting engineer (Consultant, Engineer, or firm), to provide the City the consulting services for the City's project, to perform for the development of the waterline improvements including:

- (i) *topographic survey and right of way (ROW) determination;*
- (ii) *traffic control plan;*
- (iii) *waterline construction plans (plan and profile);*
- (iv) *storm water pollution prevention measures;*
- (v) *related project details.*
- (vi) *bid phase services*
- (vii) *construction phase services*

3. ENGINEERING DESIGN

Consulting engineer shall not commence work on this project until given written permission by the City via a Notice to Proceed (NTP). The City shall not be obligated to compensate engineer for any work done prior to the issuance of the NTP.

3.1 Survey

Will provided the survey for design. The survey to be provided will include the approximate ROW of Wofford Street within the project limits.

3.2 Geotechnical Engineering

Geotechnical Engineering will include five (5) bores, each seven (7') feet in depth. This approximately every five hundred feet along the proposed waterline route. A report with boring logs and backfill recommendations will be provided to assist in the design of the waterline.

3.3 Preliminary Design

Engineer shall prepare preliminary design for this project and submit to the City for review. Preliminary design shall be considered a 30% completed design. The Engineer shall assure that the performed design work matches the topographic survey, and make necessary adjustments as follows:

1. *Prepare project design schedule.*
2. *Conduct and attend a project kick-off meeting, including preparation and distribution of the meeting agenda and meeting minutes, to discuss the Project work plan including scope, schedule, and coordination.*
3. *Engineer shall make site visits as needed and become familiar with the project.*
4. *Define the layout/footprint.*
5. *Identify major components of project design.*
6. *Prepare drawings and submit to City for review and discussion.*

3.4 Final Design

The Engineer will refine design criteria and recommendations developed during preliminary engineering as necessary to develop final drawings and specifications for this project. The drawings and specifications will indicate the scope, extent, and character of the work to be performed and furnished by a Contractor. The Engineer will furnish 60%, 90%, and 100% drawings and specifications for review by the City. The Engineer will conduct meetings with the City to review 60% and 90% deliverables, and the design documents will be revised in accordance with comments and instructions from the City, as appropriate.

The City will assign a project identification number (PID) along with a TDA contract number to this project. The PID and TDA numbers shall be referenced on all correspondence and invoices pertaining to this project. These numbers shall also be indicated on the cover page and each subsequent page of the drawings. The City will assign a PID and notify the Engineer of it along with the NTP.

The City will provide any readily available information required to perform this Scope of Services for on-site and off-site conditions including, but not limited to: above and below ground utilities; easements; property lines; ROW, subdivision layouts, roadways, vegetation, soils/geotechnical information, hydrology/drainage information, etc. Should any additional site survey information be necessary, the City will be responsible for providing this to the Engineer.

Design Development drawings will be prepared at an approximate 60% level of completion of Construction Documents. The 60% design submittal shall include the following:

1. *Coordinate schematic design with the City.*
2. *The Engineer is to assume that all utilities will be made available at the project boundary.*
3. *Coordinate schedule with the City.*
4. *Coordinate with the City in the development of a Conceptual Plan in order to identify potential engineering related issues, access issues, or construction phasing issues.*
5. *Provide the City an updated design and bid schedule.*
6. *Prepare a preliminary construction budget.*
7. *Based upon the survey and additional information provided by the City, the Engineer will prepare an existing condition base map(s) for use in Concept Design, Design Development and Final Construction Documents.*

8. *Conduct and attend scheduled project meetings with City's Project Manager. Meetings will be held at City's request to report project progress and review project deliverables. Prepare and distribute the meeting agendas and minutes to City's designated individuals in electronic format.*
9. *Plan view layout of erosion control plan.*
10. *Provide to the City CAD drawings of preliminary design.*

Engineering scope of services for Final Design (100%) shall include the following:

1. *Provide engineering design, specifications, estimate and quantities take off for construction of the project.*
2. *Provide dimensional control plan of proposed improvements with coordinate points.*
3. *Provide the complete design of waterline, interconnects, service transfers, pavement repairs and related items.*
4. *Prepare an Erosion Control plan.*
5. *Provide a demolition plan for the existing roadway/driveway and other items conflicting with proposed improvements.*
6. *Prepare general construction notes, construction details, and other design related information.*
7. *The waterline design of the Engineering Services will include the alignment, profile grade, tie-ins and service transfers.*
8. *The Traffic Control Plan of the Engineering Services shall include coordination with the City to establish a proposed sequence of construction operations for inclusion in the plans, as well as standard traffic control details to be used for the Site.*

3.5 Bid Phase Services

The following items will be provided during the bidding process:

1. *Assist with pre-bid meeting.*
2. *Answer prospective bidders' questions.*
3. *Assist with addenda, if required.*
4. *Attend bid opening.*

3.6 Construction Phase Services

The following items will be provided during the construction phase

1. *Assist with pre-construction meeting.*
2. *Review submittals.*
3. *Perform periodic, critical point inspections with field report and photos by design engineer.*
4. *Attend construction progress meetings and document discussions for distribution to applicable parties.*
5. *Assist with construction close out.*
6. *Prepare record drawings of "red lines" provided by contractor. Digital files will be submitted in .pdf and .dwg format.*
7. *Respond to Requests for Information (RFIs).*
8. *Review change orders, if required.*
9. *Attend field meetings to address any issues that arise; document discussions/resolutions, provide plan revisions and distribute to applicable parties, if required.*
10. *Attend one Final Inspection upon substantial completion of construction and assist with Punch List Items.*
11. *Attend one Final Inspection upon Contractor's completion of Punch List Items.*
12. *Warranty Period Assistance: Engineering shall assist and represent the City through the one-year warranty period on matters involving malfunctions or deficiencies of the Work. The Engineer shall communicate with and assist the Contractor as necessary to correct all deficiencies in a timely manner and to reduce inconvenience to the City during this period.*

Specific tasks include but not limited to, the following:

- Notifying the Contractor of deficiencies or failures in labor and materials and requesting corrective action;
- Preparing correspondence and other written data as necessary to document, clarify, and resolve discrepancies;
- Meeting with the Contractor at the Project site or local places when requested by the City.
- The Engineer shall accomplish an on-site review of the work approximately one month before the one-year anniversary of the date of Substantial Completion. As a result of this on-site review, he shall prepare a list of items needing correction and request the Contractor to resolve them. After reviewing the Contractor's corrective actions and determining that deficiencies have been corrected, the Engineer shall so notify the City in writing. This notification by the Engineer does not release the Contractor from its responsibilities set forth in the Contract Documents and shall not be construed as an implied or express warranty or representation by the Engineer, that the deficiencies have been corrected or that there are no other deficiencies on the Project.

3.6a Construction Materials Testing

The following services will be provided during construction for construction materials testing:

- Testing on paving subgrade improvements (flexbase)
- Testing of utility trench backfill (transmission line)
- HMAC sampling and Testing (coring/bulk samples)
- Project management and administration

3.7 City Responsibility During Design Process

Arrange meetings with Engineer as needed, and provide all pertinent available data as requested. Make staff available to meet and provide available utility historical background information. Meet with the Engineer at City offices to review design deliverables. Provide timely review of design documents and provide review comments.

3.8 City Responsibility During Bidding Process

Receive and review bid documents. Advertise for bids for the work, set pre-bid conference, bid opening, and award contract to lowest, responsive bidder.

3.9 City Responsibility During Construction Process

Attend pre-construction conference, construction progress meetings, and walk-through inspection of the work; provide clarifications regarding existing features and work as necessary; operate existing utilities as required to assist Contractor's work; process applications for payment and change orders as needed; provide construction materials testing for the work; and provide on-site inspection of the construction work.

3.11 Engineer Fee

The Engineer shall provide the preliminary engineering, final design, bidding assistance and construction administration services described above for a lump sum fee as indicated in Exhibit "B."

If during the scope of the work something unexpected arises that was not accounted for in the preliminary design phase as addressed in the original scope of services, City and Engineer shall negotiate an addendum to the Engineering contract prior to beginning any additional work.

Services **NOT** specifically included in this scope of work are:

1. environmental, biological, historical, archaeological, site evaluation services/reports, etc.;
2. Utility analysis, any and all other engineering analysis and/or design not provided for directly herein, either expressed or implied.

Exhibit “B”

Compensation

EXHIBIT "B"

The Engineer shall provide the preliminary engineering, geotechnical engineering, final design, bidding assistance, construction administration services and construction materials testing described above for a lump sum fee of \$81,900. The following table itemizes the estimated fees for each project task.

Task	Fee
Preliminary Engineering Design	\$ 14,000
Final Engineering Design	\$ 18,400
Geotechnical Engineering	\$ 7,800
Surveying	\$ 16,200
Bidding Phase	\$ 5,500
Construction Phase	\$ 8,500
Materials Testing	\$ 11,500
Total	\$ 81,900

Any additional services not covered in the current scope of work, shall be performed by the Consultant, and will be compensated only after an amendment to this contract has been agreed upon in writing between the Consultant and the City of Burnet, Texas.

RATE SCHEDULE
July, 2024

Title	Rate
PRINCIPAL	200.00
ENGINEER VII	185.00
ENGINEERING PROJECT MANGAGER	185.00
ENGINEER VI	180.00
ENGINEER V	155.00
ENGINEER IV	140.00
ENGINEER III	130.00
ENGINEER II	120.00
ENGINEER I	100.00
DESIGNER VI (Senior Level)	165.00
DESIGNER V (Mid Level)	115.00
DESIGNER IV (Mid Level)	95.00
DRAFTER III (Mid Level)	95.00
DRAFTER II	70.00
DRAFTER I (Entry Level)	50.00
LANDSCAPE ARCHITECT	140.00
SR. BUSINESS ADMINISTRATIVE MANAGER	140.00
BUSINESS ADMINISTRATIVE MANAGER	125.00
ADMINISTRATIVE ASSISTANT III	80.00
ADMINISTRATIVE ASSISTANT II	65.00
SR. LAND SURVEY MANAGER	195.00
LAND SURVEY MANAGER I	145.00
SURVEYOR IN TRAINING II	110.00
SURVEYOR IN TRAINING I	85.00
SURVEY CHIEF OF PARTIES	110.00
SURVEY PARTY CHIEF	80.00
SURVEY TECHNICIAN III	90.00
SURVEY TECHNICIAN II	70.00
SURVEY TECHNICIAN I	55.00
SURVEY RODMAN	45.00
Reimbursable Expenses	
Mileage	Std. IRS Rate
Postage/Shipping	Cost + 10%
Paper Plot (B & W)	\$1.10/sf
Paper Plot (Color)	\$3.00/sf
Photo Copy/Laser Print (8.5"x11") (B & W)	\$0.18/Sheet
Photo Copy/Laser Print (8.5"x11") (Color)	\$0.72/Sheet
Photo Copy/Laser Print (8.5"x14") (B&W)	\$0.35/Sheet
Photo Copy/Laser Print (8.5"x14") (Color)	\$1.30/Sheet
Photo Copy/Laser Print (11"x17") (B&W)	\$0.75/Sheet
Photo Copy/Laser Print (11"x17") (Color)	\$3.00/Sheet
Subconsultants	Cost + 10%

Rates are subject to change during January each year, a minimum of one year after signing of the contract and will be submitted annually thereafter for Owner's review and acceptance.

Exhibit "C"

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Professional shall comply with each and every condition contained herein. The Professional shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Professional shall maintain insurance coverage equal to that required of the Professional. It is the responsibility of the Professional to assure compliance with this provision. The City of Burnet accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Professional shall specifically endorse applicable insurance policies as follows:

1. The City of Burnet shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement.**
2. A waiver of subrogation in favor of The City of Burnet shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
3. All insurance policies shall be endorsed to the effect that the City of Burnet will receive at least thirty (30) days written notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the City of Burnet as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
5. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
6. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Burnet of any material change in the insurance coverage.
7. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
8. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
9. Professional may maintain reasonable and customary deductibles, subject to approval by the City of Burnet.
10. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
11. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05). Coverage must be written on an occurrence form.
12. Contractual Liability must be maintained covering the Professionals obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.

13. Upon request, Professional shall furnish the City of Burnet with certified copies of all insurance policies.
14. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Burnet within ten (10) business days after contract award and prior to starting any work by the successful Professional's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Burnet, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Burnet. The certificate of insurance and endorsements shall be sent to:

**City of Burnet
Attn: City Manager
1001 Buchanan Drive, #4
P.O. Box 1369
Burnet, TX 78154**

**Emailed to: dvaughn@cityofburnet.com
Faxed to: (512) 756-8560**

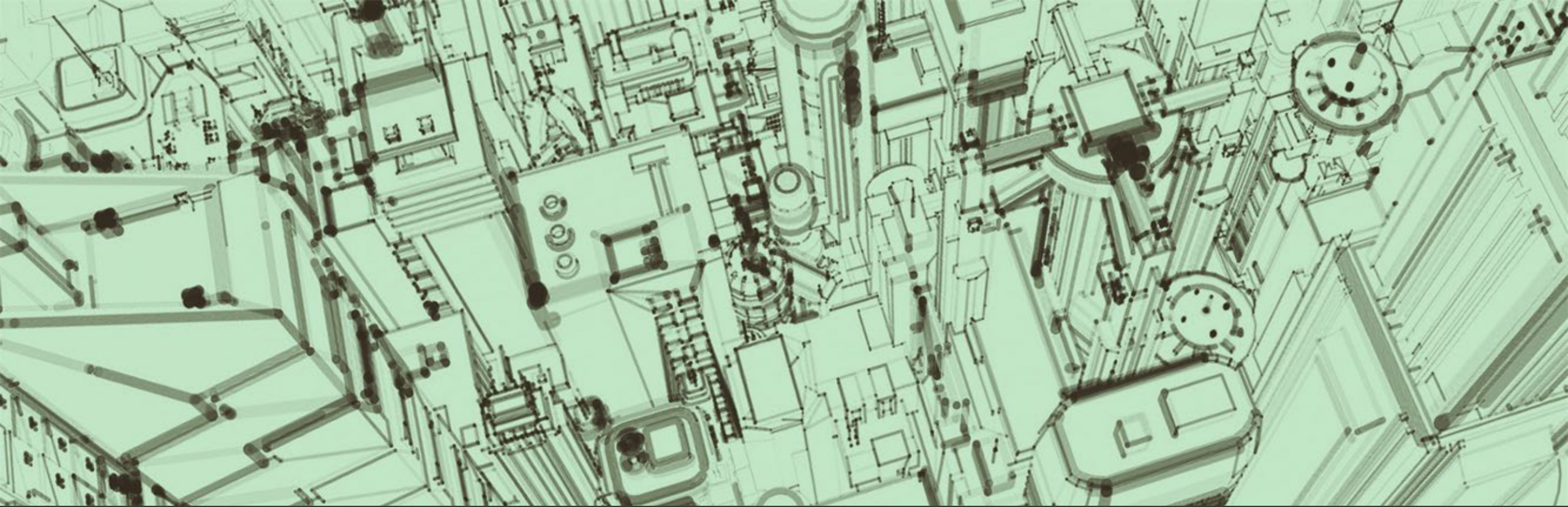
(Instructions for completing and submitting a certificate to the City of Burnet)

Complete the certificate of insurance with the information listed below:

- A) Certificate of Insurance date
- B) Producer (Insurance Agency) Information – complete name, address, telephone information, & email address.
- C) Insured's (Insurance Policy Holder) Information – complete name & address information
- D) Insurer (name/names of insurance company) ******(Remember the city requires all insurance companies to be authorized to do business in the State of Texas, be rated by A.M. Best with a rating of B+ (or better), Class VI (or higher) or otherwise be acceptable to the City if not rated by A.M. Best)
- E) NAIC # (National Association of Insurance Commissioners, a # that is assigned by the State to all insurance companies)
- F) Insurer letter represents which insurance company provides which type of coverage from D
- G) General Liability Insurance Policy – must have an (x) in box. Also, "Occurrence" type policy – must have an (x) in the box (occurrence policy preferred but claims made policy can be accepted with special approval)
- H) This section shall be filled in with "Y" for yes under Additional Insured for all coverages, except for Professional Liability and Workers' Compensation. There shall also be a "Y" for yes under all coverages for subrogation waived.
- I) Automobile Liability Insurance – must be checked for Any Auto, All Owned Autos, Hired Autos
- J) Umbrella Coverage – must be checked in this section and by occurrence whenever it is required by written contract and in accordance with the contract value.
- K) Worker's Compensation and Employers Liability Insurance – information must be completed in this section of the certificate of insurance form (if applicable).
- L) Builder's Risk Policy – for construction projects as designated by the City of Burnet.
Professional Liability Coverage – for professional services if required by the City of Burnet.
- M) Insurance Policy #'s
- N) Insurance policy effective dates (always check for current dates)
- O) Insurance Policy limits (See Insurance Requirements Checklist)
- P) This section is to list projects, dates of projects, or location of project. Endorsements to the insurance policy(ies) must be provided separately and not in this section. The following endorsements are required by the City of Burnet.
 - (1) Adding the City of Burnet as an additional insured. The "additional insured" endorsement is not required for professional liability and workers compensation insurance; and
 - (2) Waiver of Subrogation
 - (3) Primary and Non-Contributory
 - (4) Cancellation Notice
- Q) City of Burnet's name and address information must be listed in this section
- R) Notice of cancellation, non-renewal, or material change to the insurance policy(ies) must be provided to the City of Burnet in accordance with a cancellation notice endorsement to the policy and/or per the policy provisions based on the endorsement adding the City as an additional insured. (Sec. 1811.155, Tex. Ins. Code)
- S) The certificate must be signed by the Authorized Agent in this section of the certificate form.

Exhibit “D”

Evidence of Insurance



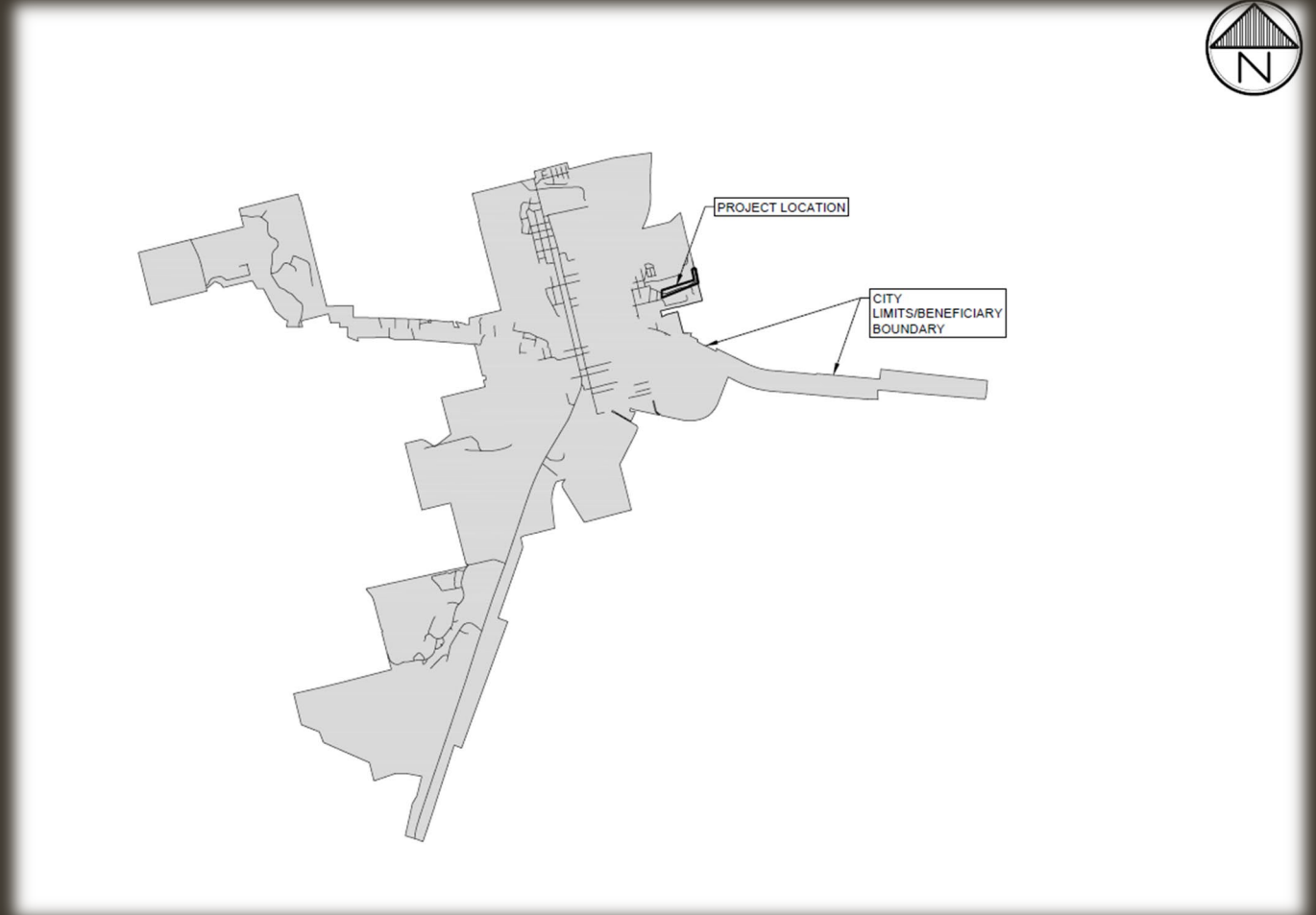
CDBG Wofford Waterline Grant

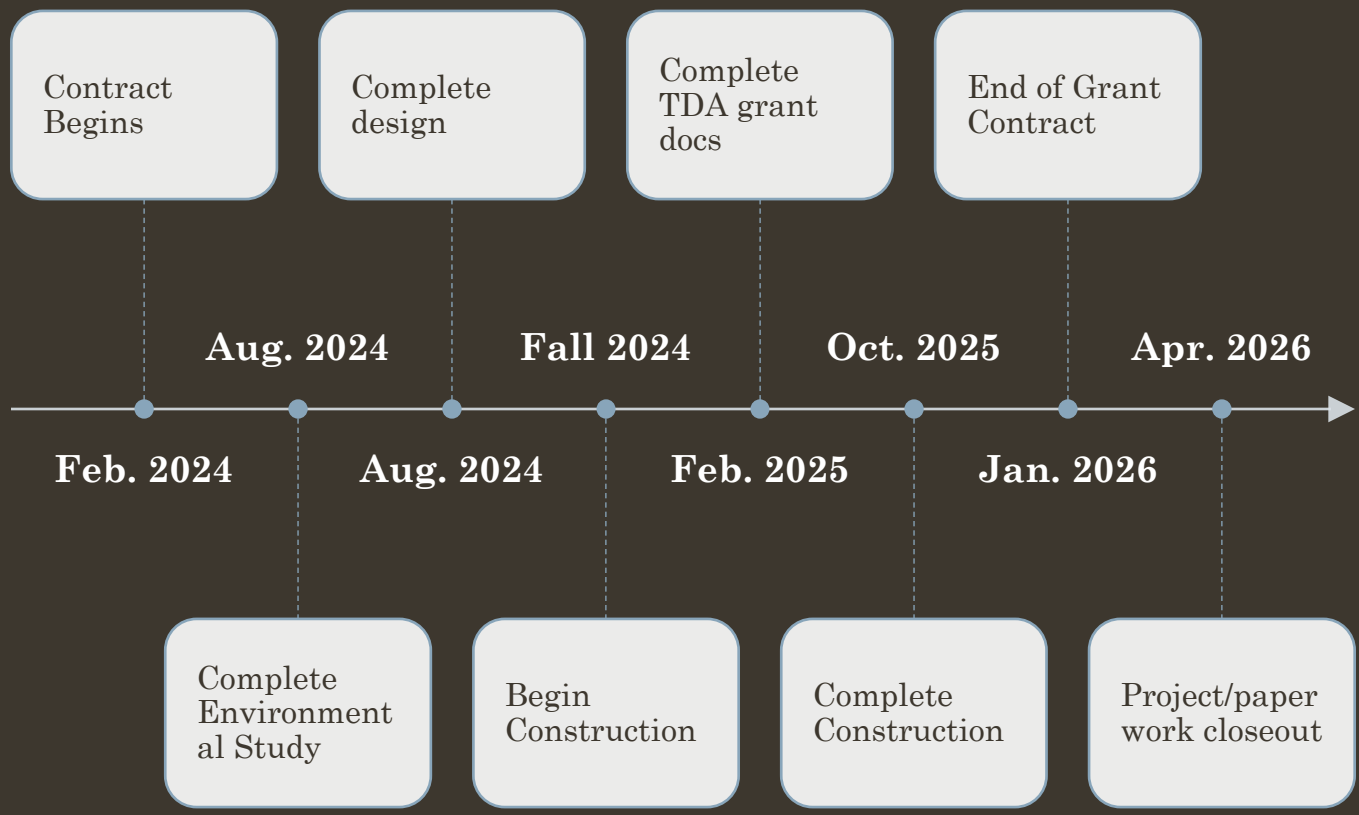
Engineering Contract Award



Community Development Block Grant FY2023

- City was awarded a \$755,976 grant
- City's portion is \$255,976
- CDBG Grant administered by TDA



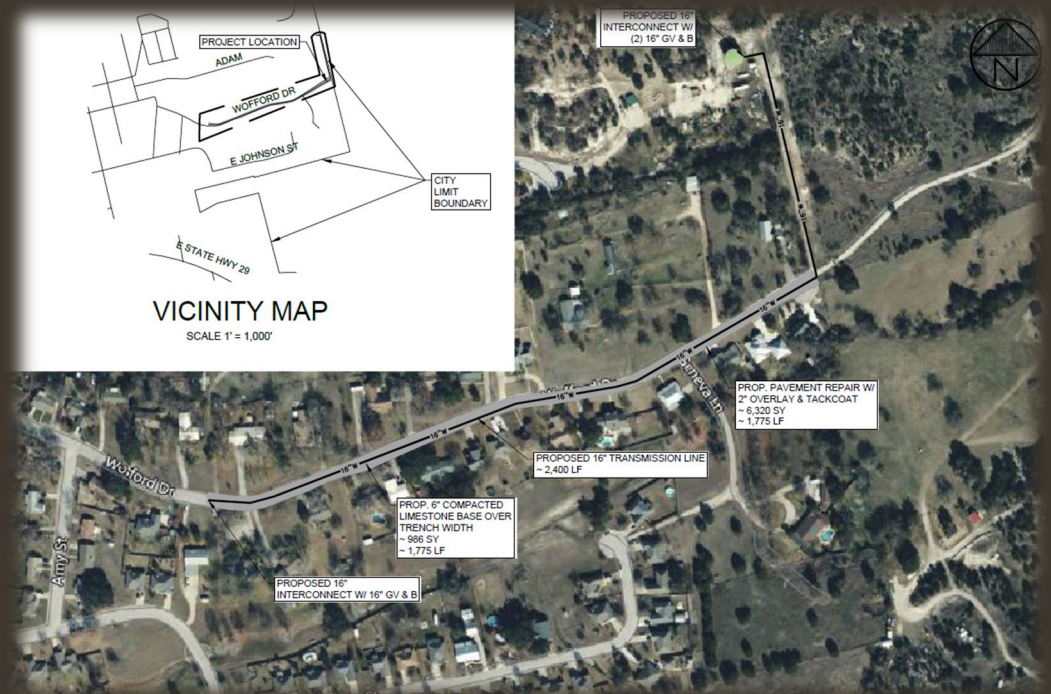


Timeline

City Match \$255,976
TDA Funds \$500,000

Project Scope

- Install 2,400' of Water Transmission pipe.
- Connects East tank to the main Transmission pipe from Post Mountain Tank.
- Provides for Future Growth east of the City.
- New pavement on Wofford Drive.



Engineering

Task	Fee
Preliminary Engineering Design	\$ 14,000
Final Engineering Design	\$ 18,400
Geotechnical Engineering	\$ 7,800
Surveying	\$ 16,200
Bidding Phase	\$ 5,500
Construction Phase	\$ 8,500
Materials Testing	\$ 11,500
Total	\$ 81,900

A. Approved Budget

1. It is understood and agreed that the total amount of grant funds under this award shall be used for the Project outlined in this Agreement. Grant Recipient shall expend grant funds under this award in accordance with the approved Project budget specified herein. All Project-related expenses must be reasonable and necessary.
2. The Department may require a more detailed budget breakdown than the one contained herein, and Grant Recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Department.
3. Any amendments to the Project budget must be approved in writing by both the Department and Grant Recipient.

HUD Activity	Awarded Amount
03J	\$390,200.00
Engineering	\$75,000.00
Admin	\$34,800.00
Total Grant Awarded	\$500,000.00
Committed as Match	\$255,976.00
Match Ratio	51.20%



Development Services

ITEM 4.7

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

Action Item

Meeting Date: July 23, 2024

Agenda Item: Discuss and consider: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, ACCEPTING A LETTER OF CREDIT AS AN ALTERNATIVE TO COMPLETING CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS REQUIRED FOR CREEKFALL SUBDIVISION PHASES 1 AND 2: L. Kimbler

Background: The Final Plats of Creekfall Subdivision Phase 1 and 2 were approved on June 11, 2024, with the condition that the plats shall not be recorded until all improvements have been accepted by the City Council, or until the City Council has been provided with a surety instrument in a form specified by Code of Ordinances, Chapter 98, Sec. 98-61 – Assurance for completion of improvements.

Information: Substantial improvements have been completed; however, not all required improvements have been completed. The City Council may waive the requirement that the developer complete all improvements contingent upon securing a guarantee for completion of all required improvements, including the City's cost for collecting the guaranteed funds. The guarantee must be in an amount equal to 110 percent of the estimated costs for all remaining required improvements. This guarantee shall be in the form of a performance bond, an escrow account, or a letter of credit.

Staff Analysis: The applicant has submitted a Letter of Credit assuring the completion of the subdivision infrastructure which allows the applicant to file the Final Plat. The proposed Resolution accepts the Letter of Credit subject to the following:

- (a) The public improvements are completed and preliminary accepted before July 23, 2025; and
- (b) At the time of preliminary acceptance of the public improvements the subdivider provides a warranty or maintenance bond, assuring the quality of materials and workmanship, and maintenance of all public improvements; and

- (c) Failure to timely complete the public improvements shall cause the city manager to draw on the letter of credit to complete the public improvements; and
- (d) The public improvements shall not be accepted until all improvements have been satisfactorily completed; and
- (e) Sidewalks shall be completed prior to the issuance of Certificate of Occupancy.

Recommendation: Staff recommends approval of Resolution R2024-57.

RESOLUTION NO. R2024-57

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, ACCEPTING A LETTER OF CREDIT AS AN ALTERNATIVE TO COMPLETING CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS REQUIRED FOR CREEKFALL SUBDIVISION PHASES 1 AND 2

Whereas, the code of ordinances provides provisions that are designed and intended to insure that, for all subdivisions of land within the jurisdiction of the city, all improvements as required are installed in a timely manner; and

Whereas, the code of ordinances authorizes alternatives to completing improvements, including developer's provision of a letter or credit from a bank or other reputable institution or individual; and

Whereas, in accordance with City Code Sec. 98-61, the applicant has requested the final plat be recorded after approval and that the applicant be allowed to provide a letter of credit to assure applicant's completion of infrastructure after plat recordation.

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. Letter of Credit Accepted. The Letter of Credit is accepted, subject to the following:

- (a) The public improvements are completed and preliminary accepted before July 23, 2025; and
- (b) At the time of preliminary acceptance of the public improvements the subdivider provides a warranty or maintenance bond, assuring the quality of materials and workmanship, and maintenance of all public improvements; and
- (c) Failure to timely complete the public improvements shall cause the city manager to draw on the letter of credit to complete the public improvements; and
- (d) The public improvements shall not be accepted until all improvements have been satisfactorily completed; and
- (e) Sidewalks shall be completed prior to the issuance of Certificate of Occupancy.

Section 3. Authorization. The city manager is authorized and directed to take those actions that are reasonably necessary to facilitate the purpose of this Resolution. Further, the city manager is to draw on the letter of credit to complete the public improvements,

without any further city council action necessary, should the subdivider fail to complete the public improvements within the period prescribed in this resolution.

Section 4. Recordation. The final plats of the Creekfall Subdivision, Phases 1 and 2 may be recorded in the Public Records of the County Clerk of Burnet County, Texas upon compliance with the requirements of Subdivision Code Sec. 98-24(h) and related regulations.

Section 5. 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 6. Effective Date. That this resolution shall take effect immediately upon its passage, and approval as prescribed by law.

PASSED AND APPROVED this the 23rd day of July 2024.

CITY OF BURNET, TEXAS

ATTEST:

Gary Wideman, Mayor

Maria Gonzales, City Secretary

Exhibit "A"

Draft Letter of Credit

[SUBDIVISION NAME] Performance Letter of Credit

First United Bank and Trust Company
418 N Hwy 281
Marble Falls, Texas 78654

IRREVOCABLE LETTER OF CREDIT #TBD Date: TBD

APPLICANT: Nelson Lewis Inc

BENEFICIARY: CITY OF BURNET
ATTN: CITY MANAGER
1001 BUCHANAN DRIVE, SUITE #4, BURNET, TEXAS 78611
PO BOX 1369, BURNET, TEXAS 78611

AMOUNT: US \$29,040.00 (Twenty Nine Thousand and forty dollars) 110% OF
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
FOR WESTFALL VILLAGE STATED IN EXHIBIT "A"

EXPIRATION DATE: TBD (1 year from issue date)

GENTLEMEN

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. ___ IN YOUR FAVOR AS BENEFICIARY, BY ORDER OF OF, UP TO THE AGGREGATE SUM OF \$29,040.00 US DOLLARS, EXPIRING ON THE EXPIRATION DATE STATED ABOVE,, EXCEPT AS FURTHER STATED AT THE COUNTERS OF FIRST STATE BANK OF BURNET, AVAILABLE BY PAYMENT AGAINST YOUR DRAFT(S) DRAWN ON US AT SIGHT ACCOMPANIED BY:

1. A STATEMENT DATED AND SIGNED BY AN AUTHORIZED OFFICIAL OF THE CITY OF BURNET, SIGNING AS SUCH AND SWORN TO BEFORE A NOTARY PUBLIC STATING THAT:
 - A. "WE HEREBY CERTIFY THAT THE FUNDS DRAWN UNDER LETTER OF CREDIT NO TBD ISSUED BY FIRST UNITED BANK AND TRUST COMPANY ARE DUE BY REASON OF NELSON LEWIS INC'S FAILURE TO COMPLETE CERTAIN ELEMENTS OF CREEKFALL SUBDIVISION ROAD IMPROVEMENTS, EROSION & SEDIMENT CONTROL ITEMS, AND/OR DRAINAGE IMPROVEMENTS, AS REQUIRED BY THE CITY OF BURNET CODE OF ORDINANCES SAID IMPROVEMENTS BEING DESCRIBED BY THAT ENGINEER'S "OPINION OF PROBABLE CONSTRUCTION COSTS FOR THE CREEKFALL SUBDIVISION DATED 4/29/2024, SIGNED BY TYLER FREESE, PE AND THAT AT LEAST TEN (10) BUSINESS DAYS IN ADVANCE OF THIS PRESENTATION OF THE SIGHT DRAFT FOR PAYMENT, THE CITY OF BURNET HAS PROVIDED TO THE APPLICANT, BY CURRIER SERVICE OR CERTIFIED MAIL, RETURN

RECEIPT REQUESTED, NOTICE OF THE CITY OF BURNET'S INTENTION TO DRAW FUNDS ON THIS LETTER OF CREDIT," OR

- B. WE HEREBY CERTIFY THAT WE HAVE RECEIVED A NOTICE OF NON-EXTENSION OR TERMINATION OF LETTER OF CREDIT NO TBD ISSUED BY FIRST STATE BANK OF BURNET TO THE CURRENT EXPIRATION DATE OF TBD, 2024, THAT NELSON LEWIS INC'S OBLIGATIONS TO THE CITY REMAIN OUTSTANDING AND THAT WE HAVE NOT RECEIVED A REPLACEMENT LETTER OF CREDIT IN A FORM ACCEPTABLE TO US;" AND

2. THE ORIGINAL OF THIS LETTER OF CREDIT.

SPECIAL CONDITIONS:

PARTIAL DRAWINGS ARE ACCEPTABLE, AND ONLY SUCH AMOUNT AS NECESSARY TO COMPLETE REPAIRS TO THE ITEMS SPECIFIED BY THE ENGINEER'S "OPINION OF PROBABLE CONSTRUCTION COSTS FOR CREEKFALL SUBDIVISION AS SHOWN IN EXHIBIT "A."

DRAFTS DRAWN UNDER THIS LETTER OF CREDIT MUST BE MARKED "DRAWN UNDER IRREVOCABLE STANDBY LETTER OR CREDIT NO. TBD ISSUED BY FIRST UNITED BANK AND TRUST COMPANY."

WE HEREBY REPRESENT TO YOU THAT DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION AT OUR OFFICE AT 418 N HWY 281, MARBLE FALLS, TEXAS 78654 BY COURIER OR CERTIFIED MAIL, ON OR BEFORE THE EXPIRATION DATE AS SPECIFIED ABOVE.

PLEASE MAIL ALL DRAWINGS AND CORRESPONDENCE IN CONNECTION WITH THIS STANDBY LETTER OF CREDIT TO OUR OFFICE:

FIRST UNITED BANK AND TRUST COMPANY
418 N HWY 281
MARBLE FALLS, TX 78654

THIS LETTER OF CREDIT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO PRINCIPLES OR CONFLICT OF LAWS, AND SHALL BE PERFORMABLE IN BURNET COUNTY, TEXAS.

VERY TRULY YOURS,

FIRST UNITED BANK AND TRUST COMPANY

[SUBDIVISION NAME] Performance Letter of Credit

BY: _____
J. DON MCALPIN, SENIOR VICE PRESIDENT

ACCEPTED
CITY OF BURNET

BY: _____
DAVID VAUGHN, CITY MANAGER

DATE:

EXCEPT SO FAR AS IS OTHERWISE EXPRESSLY STATED, THIS DOCUMENTARY CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, 2007 REVISION, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION No. 600.

***NOTE: IF THERE ARE ANY QUESTIONS IN REGARD TO ANY INFORMATION WITHING THIS LETTER OF CREDIT, PLEASE CONTACT J DON MCALPIN AT 830-798-5208 OR JDON.MCALPIN@FIRSTUNITEDBANK.COM

EXHIBIT A



✉ info@RepublicEDS.com

📍 P.O. Box 3123
Harker Heights, TX 76548

☎ 979.234.0396

April 29, 2024

To Whom it May Concern,

The purpose of this letter is to report the Engineer's Opinion of Probable Cost for work required to complete the Creekfall Phase 1 and Phase 2 development. This request was generated by review comments for the City of Burnet Project # PZ-APP-2969. This opinion of probable cost is based on actual bid information received on projects in the same market and quantities pulled from the current set of construction plans. The following table shows the cost of each required improvement as well as the total for the development phase.

Creekfall Phase 1 & 2				
Item	QTY	Units	Unit Cost	Extended Cost
Revegetate drainage areas and entry off Hwy 29	1	LS	\$ 20,000	\$ 20,000
Stop Signs w/ Street Names and Stop Bars	1	LS	\$ 6,400	\$ 6,400
TOTAL				\$ 26,400

Sincerely,

A handwritten signature in black ink that reads "Tyler Freese".

Tyler Freese, P.E.

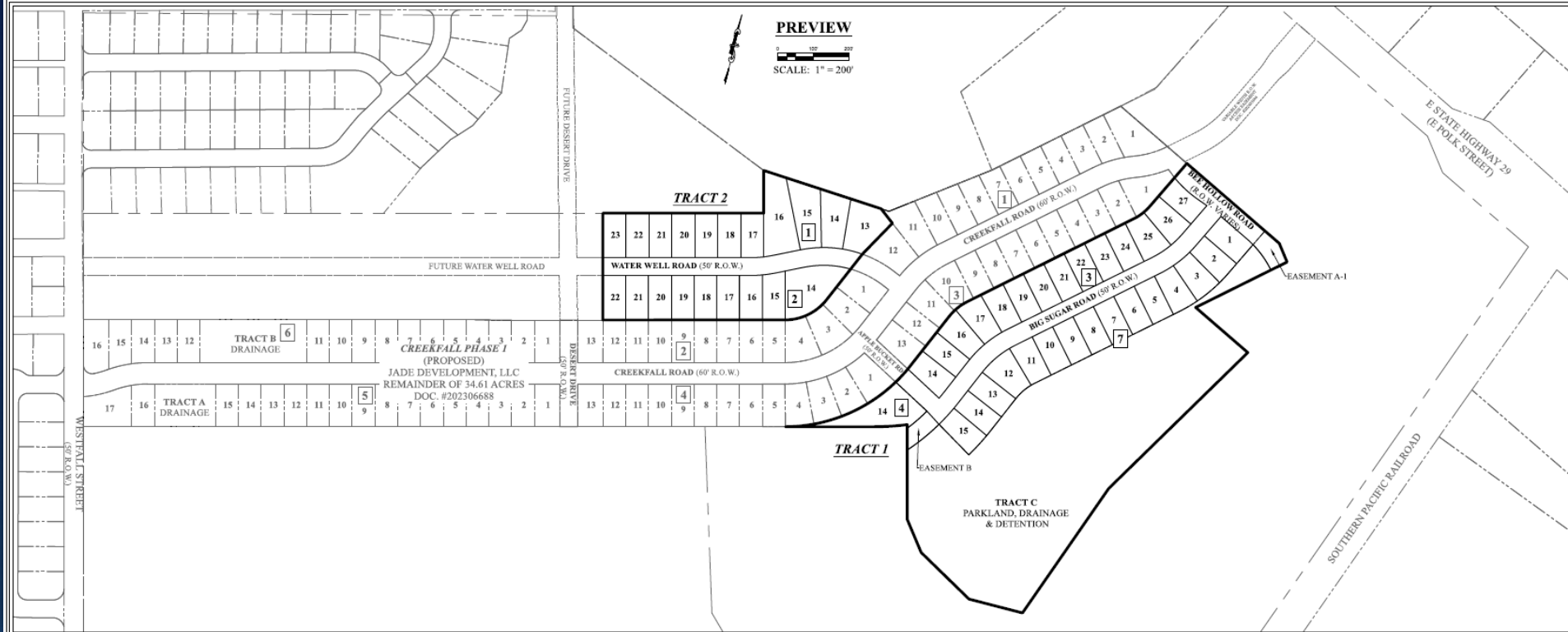
04-29-2024



Discuss and consider: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, ACCEPTING A LETTER OF CREDIT AS AN ALTERNATIVE TO COMPLETING CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS REQUIRED FOR CREEKFALL SUBDIVISION PHASES 1 AND 2: L. Kimbler



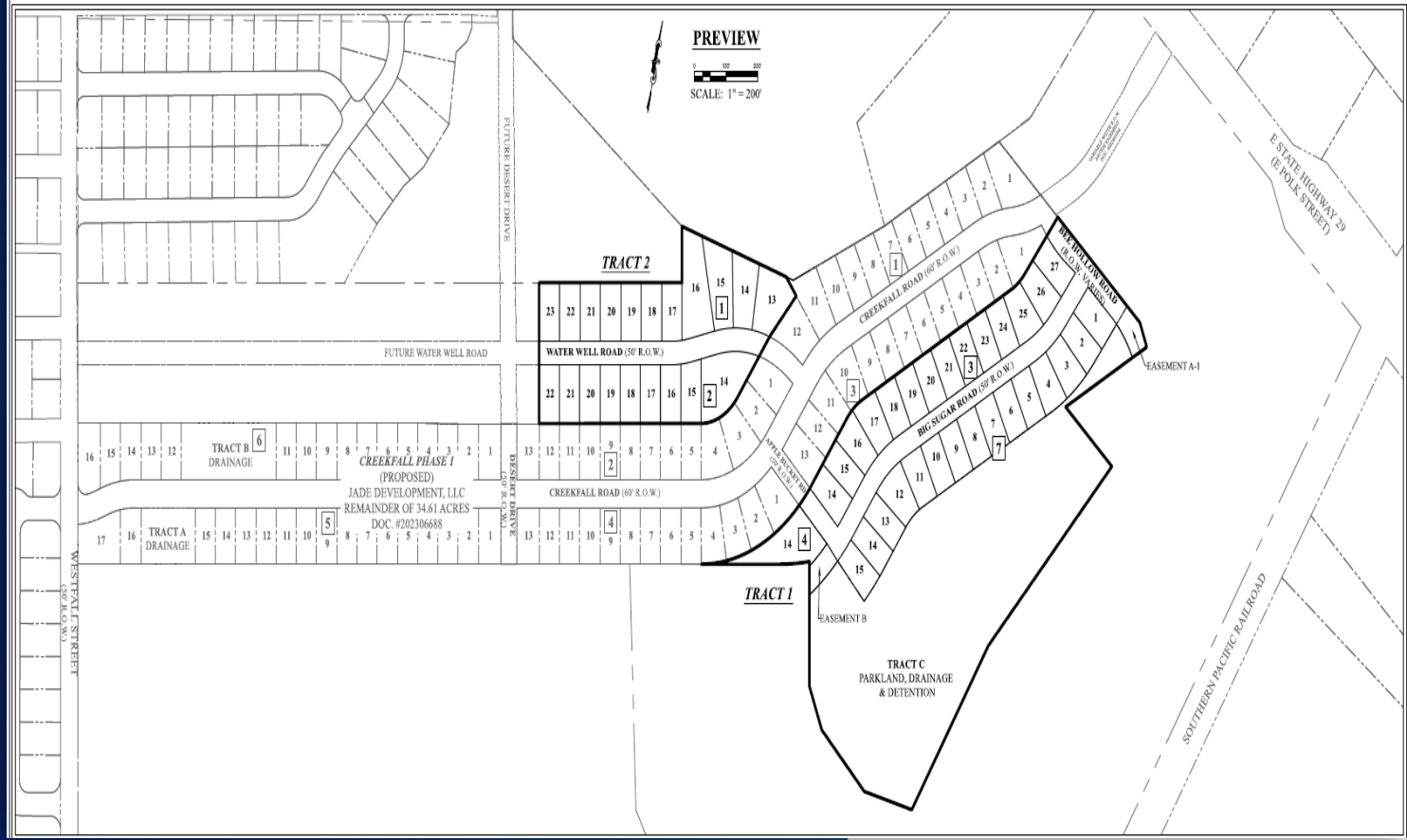
FINAL PLAT
CREEK FALL PHASE 2
AN ADDITION TO THE CITY OF BURNET, BURNET COUNTY, TEXAS.
21.65 ACRES OUT OF THE SARAH ANN GUEST SURVEY,
ABSTRACT NO. 1525, BURNET COUNTY, TEXAS.



Creekfall Ph 1 and 2 Final Plats conditionally approved June 11, 2024.

Condition: Shall not be recorded until all improvements have been accepted by the City Council, or until the City Council has been provided with a surety instrument in a form specified by Code of Ordinances, Chapter 98, Sec. 98-61 – Assurance for completion of improvements.

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.



Substantial improvements have been completed,
But not yet finished.

Council may waive the requirement for
completion by accepting a financial guarantee for
the completion of the required improvements.

Guarantee must be equal to 110% of the
remaining improvements.

Applicant has submitted a Letter of Credit in an
amount equal to 110% of the cost for the
remaining items.

If accepted, this allows the applicant to file the
Final Plats for Creekfall Ph. 1 and 2.

Staff is recommending the approval of Resolution R2024-57 as presented.





Administration

ITEM 4.8

David Vaughn
City Manager
(512) 756-6093
dvaughncityofburnet.com

Agenda Item Brief

Meeting Date:	July 23, 2024
Agenda Item:	Discuss and consider action: Electric System Mapping Proposal with McCord Engineering: D. Vaughn
Background:	McCord Engineering is nearly completed with mapping the first feeder.
Information:	The total cost to finish mapping the City's electrical system is anticipated to at approximately \$150,000. In order to ensure the maps are completed prior to next winter (Jan-Feb), staff is requesting authorization to proceed with the next feeder to keep the project moving forward.
Fiscal Impact:	\$37,500
Recommendation:	Staff requests a motion to authorize the City Manager to execute the proposal for electric system mapping with McCord Engineering.



McCord Engineering, Inc.
916 Southwest Parkway East
College Station, Texas 77840
(979) 764-8356 Fax (979) 764-9644

**CITY OF BURNET
SERVICE ORDER**

Project: City of Burnet – Electric System Mapping / Pole Inspection Phase 2

MEI Job Code: BUR-5-A COB Project No.: WS# Date: 07-18-2024

COB Contact: David Vaughn Phone Number: 512-715-3208 Email: dvaughn@cityofburnet.com

MEI Project Managers: Danny Kasper

Upon receipt of this Service Order, McCord Engineering, Inc. (MEI) is hereby authorized to perform the work identified herein on behalf of the City of Burnet (COB).

General Description of Services or Product: Perform full electric system aerial pole inspection, construction unit inventory, conductor size ID and GPS locating of overhead and underground structures and locations on BU200.

SCOPE OF WORK – The work will be performed in accordance with the drawings, specifications, and instructions, and will be scheduled as required through the direction of the COB.

- Mapping / Inspection to include:
 - Pole tag installation – tag and nails to be supplied by City
 - Survey grade GPS location
 - Pole sounding and visual inspection
 - Any imminent hazard will be verbally reported
 - Pole Height and Class ID / born date (if legible)
 - Full Construction Unit Identification
 - Conductor Sizes
 - Primary
 - Secondary / Service
 - Meter locations placement (not GPS'd)
 - Light Locations
 - Transformer sizes
 - Photographs of structure (minimum of 4)
 - Give count of total number of communication attachments
 - Infrared Photographs of every structure having major equipment
 - UG equipment identification
 - Tag stickers to be supplied by City
 - Phase identification. Open UG equipment only when needed for phasing.
 - Data Review by Subject Mater Expert (QA/QC)
- Deliverables:
 - ESRI GeoDatabase

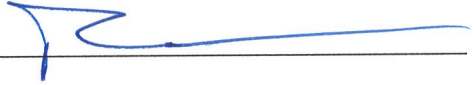
ESTIMATED COSTS:

- Per Location: \$35
- **Total System: Estimated at 1072 Locations**

Schedule: Can begin as soon as approved. Estimating deliverables provided 45 working days after start.

Total Estimated Cost: \$37,520

**McCord Engineering, Inc. (Engineer)
HEREBY ACKNOWLEDGES ACCEPTANCE
OF THIS SERVICE ORDER**

BY: 
NAME: Rex N. Woods, P.E.
TITLE: President
DATE: 7-18-2024

**THIS SERVICE ORDER IS ISSUED ON
BEHALF OF THE CITY OF BURNET
(CLIENT)**

BY: _____
NAME: David Vaughn
TITLE: City Manager
DATE: _____



Administration

ITEM 4.9

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

Action Item

Meeting Date: July 23, 2024

Agenda Item: Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AUTHORIZING THE ACCEPTANCE OF PROPERTY LOCATED AT THE CORNER OF E. LEAGUE AND S. BOUNDARY STREETS: D Vaughn

Background:

Information: Frank Fickett previously donated land on the 300 block of East Jackson to the City. It was recently discovered that a portion of the property was inadvertently left off the deeds and is still owned by the Fickett Estate. The estate has indicated their willingness to deed the property to the City as Mr. Fickett originally intended. Since all parties believed the property belonged to the City, no taxes have been levied on the property. If any back taxes are owed due to the deed error, then the estate would expect the City to pay such taxes in exchange for being willing to correct the error and deed the property to the city.

Fiscal Impact While it is possible no taxes may be owed on the property; the appraisal district has estimated a maximum tax liability of approximately \$2,000.

Recommendation: Approve Resolution No. R2024-58 as presented.

RESOLUTION NO. R2024-58

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AUTHORIZING THE ACCEPTANCE OF PROPERTY LOCATED AT THE CORNER OF E. LEAGUE AND S. BOUNDARY STREETS

Whereas, the property located in the 300 block of E. Jackson Street was previously donated to the City by Frank Fickett; and

Whereas, it was recently discovered that a portion of the property was inadvertently left off of the deed transferring the property; and

Whereas, the City and the Fickett Estate desire to correct this error and the Fickett Estate has indicated their willingness to deed the property to the City; and

Whereas, the City desires to accept said property to allow entire block to be correctly platted as one lot.

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

Section one. Approval. The City Council authorizes the acceptance of the property legally described as:

BEING A 0.17 ACRE (7,603 SF) TRACT OF LAND, OUT OF LOT 2, BLOCK 5, OF THE PETER KERR ADDITION TO THE CITY OF BURNET, TEXAS, CONVEYED BY WARRANTY DEED TO FRANK FICKETT AS RECORDED IN VOLUME 546, PAGE 339, OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS AND BEING MORE PARTICULARLY SHOWN ON EXHIBIT "A".

Furthermore, the City Council authorizes the payment of any and all back taxes owned on the property, if any, not to exceed \$3,000.

Section two. Authorization. The Mayor is hereby authorized to execute a donation deed and take such further action, and execute such ancillary documents, as may be reasonably necessary to facilitate the purpose of this resolution.

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

PASSED AND APPROVED this the 23rd day of July 2024.

CITY OF BURNET, TEXAS

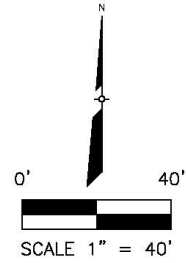
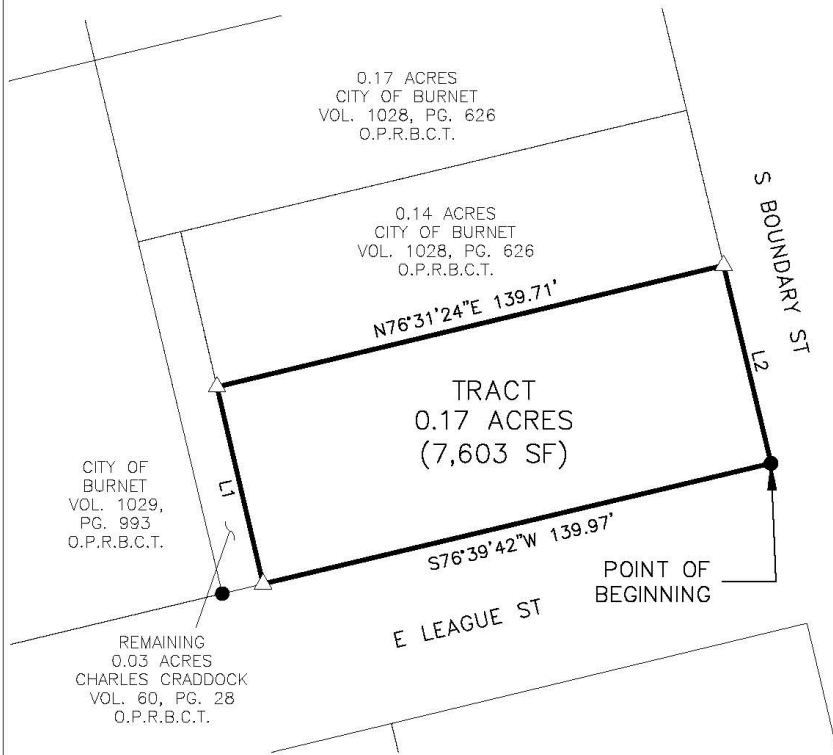
Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary

Exhibit "A"

SKETCH TO ACCOMPANY FIELD NOTES



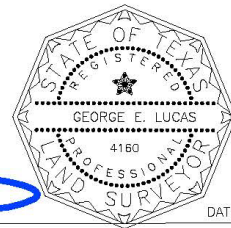
LEGEND

- DENOTES BENCHMARK
 - DENOTES 1/2" ST. SK. SET
 - DENOTES 1/2" ST. SK. FND.
 - DENOTES CALCULATED POINT
 - D.E. DRAINAGE EASEMENT
 - PROPERTY LINE
 - EXISTING PROPERTY LINE
 - R.O.W. LINE
 - EXISTING EASEMENT
 - EXISTING CHAINLINK FENCE
 - EXISTING OVERHEAD ELECTRIC
 - EXISTING POWER POLE
 - WATER METER
 - B.S.L. BUILDING SETBACK LINE
 - O.P.R.B.C.T. OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS.
- BEARING BASIS: TEXAS LAMBERT GRID, CENTRAL ZONE, NAD 83

LEGAL DESCRIPTION

BEING A 0.17 ACRE (7,603 SF) TRACT OF LAND, OUT OF A LOT KNOWN AS LOT 2, BLOCK 5, OUT OF THE KERR PORTION OF THE CITY OF BURNET, TEXAS, CONVEYED BY WARRANTY DEED TO FRANK FICKETT AS RECORDED IN VOLUME 546, PAGE 339, OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS.

LINE TABLE		
LINE #	LENGTH	BEARING
L1	54.20'	N13°11'30"W
L2	54.54'	S13°28'17"E



DATE: 6-28-2024

GEORGE E. LUCAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4160
CELCO SURVEYING, FIRM REGISTRATION NO. 10193975
18018 OVERLOOK LOOP, SUITE 105
SAN ANTONIO, TEXAS 78259
OFFICE (512) 635-4857

FIELD NOTE DESCRIPTION FOR AN 0.17 ACRE (7,603 SF) TRACT OF LAND, SITUATED IN BURNET COUNTY, TEXAS:

BEING A 0.17 ACRE (7,603 SF) TRACT OF LAND, OUT OF LOT 2, BLOCK 5, OF THE PETER KERR ADDITION TO THE CITY OF BURNET, TEXAS, CONVEYED BY WARRANTY DEED TO FRANK FICKETT AS RECORDED IN VOLUME 546, PAGE 339, OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

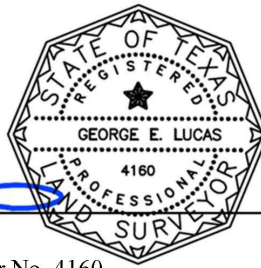
BEGINNING at a 1/2" iron rod found, marking the intersection of the north right-of-way line of E League St, a public road, and the west right-of-way line of S Boundary St. a public road, marking the southeast corner of said Lot 2, for the southeast corner of this tract;


THENCE, South 76°39'42" West, along the south line of this tract, common with the north line of said E League St, and the south line of said Lot 2, a distance of 139.97 feet, to a calculated point, marking the southeast corner of the remaining 0.03 acre (1,110 SF) tract of land, conveyed by Warranty Deed to Charles Craddock, as recorded in Volume 60, Page 28 of the Official Public Records of Burnet County Texas, for the southwest corner of this tract;

THENCE, North 13°11'30" West, along the west line of this tract, common with the east line of said Charles Craddock tract, a distance of 54.20 feet, to a calculated point, marking the southwest corner of a 0.14 acre tract of land conveyed by Warranty Deed to City of Burnet, as recorded in Volume 1028, Page 626, of the Official Public Records of Burnet County Texas, for the northwest corner of this tract;

THENCE, North 76°31'24" East, leaving said east line of Charles Craddock tract, along the north line of this tract, common with the south line of said City of Burnet tract, a distance of 139.71 feet, to a calculated point, lying in the west right-of-way line of said S Boundary St, marking the southeast corner of said 0.14 acre tract of land, for the northeast corner of this tract;

THENCE, South 13°28'17" East, along the east line of this tract, common with the west right-of-way line of S Boundary St. a distance of 54.54 feet, to the POINT OF BEGINNING, containing 0.17 acres (7,603 SF) of land, more or less.




George E. Lucas
Registered Professional Land Surveyor No. 4160
Celco Surveying, Firm Registration No. 10193975
18018 Overlook Loop, Suite 105
San Antonio, Texas
Date: June 28, 2024