



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

Notice is hereby given that a **Regular Council Meeting** will be held by the governing body of the City of Burnet on the **26th day of April 2022** 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) Chamber of Commerce Report: A. McKee
- 1.2) Commemorative Air Force Airshow Report
- 1.3) Burnet Municipal Court Report: T. Tinney
- 1.4) March 2022 Financial Report: P. Langford

2. CONSENT AGENDA ITEMS:

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

2.1) Approval of the April 12, 2022, City Council Workshop Meeting Minutes

2.2) Approval of the April 12, 2022, Regular City Council Meeting Minutes

5. EXECUTIVE SESSION:

3.1) 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

4. RECONVENE TO REGULAR SESSION FOR POSSIBLE ACTION:

4.1) Discuss and consider action: Direction to staff as discussed in Executive Session: D. Vaughn

4.2) Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY LEGALLY DESCRIBED AS: 20.00 ACRES (INSIDE CITY LIMITS) OF LAND OUT OF THE TEXAS CENTRAL RAILWAY CO. SURVEY NO. 85, ABSTRACT NO. 1402 WITH HEAVY COMMERCIAL-DISTRICT "C-3" CLASSIFICATION: L. Kimbler

4.3) Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING THE CODE OF ORDINANCES CHAPTER 21 (ENTITLED "SIGN REGULATIONS AND STANDARDS") SECTION 21-1 (ENTITLED "DEFINITIONS") BY ADDING A DEFINITION FOR "CITY PROPERTY" AND SECTION 21-12 (ENTITLED "PROHIBITED SIGNS") BY PROHIBITING UNAUTHORIZED SIGNS TO BE PLACED ON CITY PROPERTY AND AUTHORIZING THE REMOVAL OF CERTAIN PROHIBITED SIGNS: H. Erkan

4.4) Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING CITY OF BURNET CODE OF ORDINANCES, CHAPTER 98 (ENTITLED "SUBDIVISIONS) BY AMENDING APPENDIX "A" (ENTITLED "PERMIT FEES") TO SET FEES FOR APPLICATION REVIEWS BY THE STAFF CITY ENGINEER: H. Erkan

4.5) Discuss and consider action: Award Request for Proposal (RFP) 2022-003 Employee Benefits Insurance Broker and Consulting Services and authorize the City Manager to execute the contract: K. Sames

4.6) Discuss and consider action: Amendment to Resolution R2022-33 City Hall Lease Agreement: D. Vaughn

4.7) Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS AMENDING THE CODE OF ORDINANCES, CHAPTER (ENTITLED "BUILDING AND BUILDING REGULATIONS") FOR THE PURPOSES OF AMENDING FEE SCHEDULE TABLE FOUR (ENTITLED "FIRE CODE PERMIT FEES"); PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: J. Erskine

4.8) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, SELECTING TRIMBUILT CONSTRUCTION, INC., AS THE CITY HALL PROJECT CONTRACTOR AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE A CONSTRUCTION MANAGER AT RISK CONTRACT WITH THE SELECTED CONTRACTOR: H. Erkan

4.9) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING A LICENSE AGREEMENT ALLOWING CAREFLITE STAFF TO BE HOUSED AT THE CENTRAL FIRE STATION: M. Ingram

4.10) Discuss and consider action: Accept resignation and appoint members to the Burnet Zoning Board of Adjustments: K. Dix

5. REQUESTS FROM COUNCIL FOR FUTURE REPORTS: In accordance with Resolution R2020-28 councilmembers may request the City Manager to prepare and present future report on matters of public interest.

6. ADJOURN:

Dated this the 22nd day of April 2022

**CITY OF BURNET
CRISTA GOBLE BROMLEY, MAYOR**

I, the undersigned authority, do hereby certify that the above NOTICE OF MEETING of the governing body of the above named City, BURNET, is a true and correct copy of said NOTICE and that I posted a true and correct copy of said NOTICE on the bulletin board, in the City Hall of said City, BURNET, TEXAS, a place convenient and readily accessible to the general public at all times, and said NOTICE was posted on April 22, 2022 at or before 6 o'clock p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

Kelly Dix, City Secretary

NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS:

The City 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).



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Council Member Danny Lester	_____
Council Member Philip Thurman	_____
Council Member Mary Jane Shanes	_____
Council Member Cindia Talamantez	_____
Council Member Joyce Laudenschlager	_____
Council Member Ricky Langley	_____
Mayor Crista Goble Bromley	_____

INVOCATION: Led by: _____

PLEDGES (US & TEXAS): Led by: _____

1. SPECIAL REPORTS/RECOGNITION:

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Motion _____ **Seconded by** _____

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Bluebonnet Festival

Record attendance on Saturday. Lighter attendance on Sunday.
Approximately 1400 concert attendees. (Lower attendance than last year.)
Great attendance at carnival resulting in record revenue for the Chamber.
235 booths, slightly more than previous years.
Over 50 sponsors.
Biergarten and Whiskey Garden both sold out on Saturday.

Coffee & Conversation

April 19 – “Tourism” – Allison McKee & Blair Manning
May 17 – Meet & Greet with new City employees



Meet Our Team

YOU ARE INVITED TO MEET OUR NEW
TEAM MEMBERS AND WELCOME THEM TO
THE CITY OF BURNET!

Tuesday, May 17, 2022
8:10 AM - 9:00 AM

Hill Country Community Foundation
(Reed Building)
403 E. Jackson Street
Burnet, TX 78611

Sponsors

Burnet Chamber of Commerce
City of Burnet

www.burnetchamber.org
www.cityofburnet.com



Eric Belaj
City Engineer



Carly Kehoe
Director of Public Works and
Community Development



Ribbon Cutting at Old Jail – April 22

Coordinated effort with Blair at the County.

Chamber Building Signage Updated

Easy to read Chamber of Commerce

BURNET MUNICIPAL COURT

QUARTERLY REPORT – 04/2022

In the first quarter of 2022 we took in 257 new cases, disposed of 228 and ended March with 312 active cases. There were no appeals this quarter.

We currently have two cases that will be set for trial and two that seem to be coming into compliance, so we do not expect them to go to trial.

We have had an increase in City Ordinance cases, most come into compliance without moving to a trial.

We are continuing to move towards being paper lite by emailing documents and notices when a defendant is willing to give us an email address.

We have made several changes towards looking more professional as a court, including:

- We now hold all hearings at the Chamber Council/Courtroom.
- Tina is printing court documents instead of us handwriting them.
- She now has a scanner in the courtroom so she can be productive and enter documents as she receives them instead of carrying them back to the office to be entered. This has helped tremendously in being more efficient and productive.
- She is now able to take payments during court instead of sending people to City Hall and taking a chance on them not showing up.

Tina and I have a meeting set up next week with our representative from Perdue Brandon Fielder Collins & Mott, our collection agency, to ensure we are doing everything we can on our side to assist with the process of collections.

Tina has been helpful and willing to make changes to ensure everything is operating smoothly with the court. We will continue to strive for a professional and efficient Court that serves the city to the best of its ability.



Tamara Tinney
Burnet Municipal Judge



CITY OF BURNET

FINANCIAL REPORT

FYTD MARCH 2022

Bluebonnet Capital of Texas - Lakes, Hills, History

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	CITY OF BURNET FYTD MARCH FINANCIAL SUMMARY	FY 2022
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GENERAL FUND

The General Fund is showing a year-to-date profit of \$2,039,226 which is better than expected for this time mainly because of strong revenue collections.

The General Fund's primary revenues include:

- **Property tax collections** – tracking ahead of our target budget for this time at 98% and have increased by almost \$222,000 compared to last year.
- **Sales tax collections** - have continued to trend upward. They have increased by 16% or \$185,000 compared to last year and are tracking above our target budget by almost \$125,000.
- **EMS transport collections** - have increased by over \$161,000 compared to last year and are tracking above our target budget by almost \$121,000.
- **Transfers In from other funds** - on track with our budget target for this time at 45% and have increased by almost \$7,000 compared to last year.

The General Fund expenditures in total are on track for this time at 49% of budget.

GOLF COURSE

The Golf Course is showing a year-to-date profit of \$151,385 which is a \$58,988 improvement over this time last year.

Revenues are tracking higher than expected mainly because Green Fee/Cart Rental revenues have continued to increase. The number of Green Fee Rounds played is consistent with last year, but the Green Fee "Revenue per Round" has increased from \$32.11 to \$37.43. Compared to this time last year Green Fee/Cart Rental revenues have increased by over \$64,000.

Expenses in total are on track for this time at 49% of budget.

ELECTRIC FUND

The Electric fund is showing a year-to-profit of \$171,726. Both revenues and expenses are on track with the budget for this time of year and year-to-date consumption is running consistent with last year.



CITY OF BURNET FYTD MARCH FINANCIAL SUMMARY

FY 2022

WATER/WASTEWATER

The Water/Wastewater fund is showing a year-to-date profit of \$348,325.

In total revenues are on track with the budget for this time. Water sales and consumption have decreased slightly from last year, but Wastewater sales have increased.

Expenses in total are tracking below budget for this time and that is mainly because of savings in personnel costs.

AIRPORT

The Airport Fund is showing a year-to-date profit of \$116,897 and both revenues and expenses are tracking well with the budget for this time.

Compared to last year, Avgas gallons sold have increased by 23% and jet gallons sold have increased by 75%.

UNRESTRICTED CASH RESERVES

Total unrestricted cash for the City as of March 31, 2022 was \$8,776,760. That is \$4,554,760 above our 90-day required reserve amount.

In addition to the unrestricted cash balance, the City has \$3,507,190 remaining in accounts that are "restricted by council". Those accounts include the self-funded equipment reserve, capital equipment reserve, LCRA credit reserve, and the \$793,921 received from the American Rescue Plan.

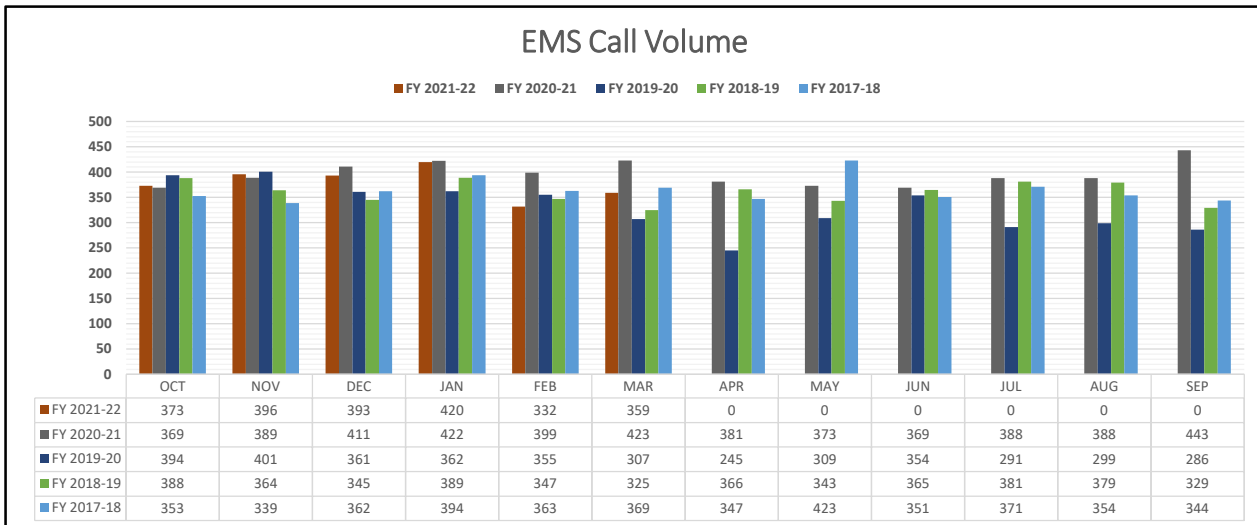
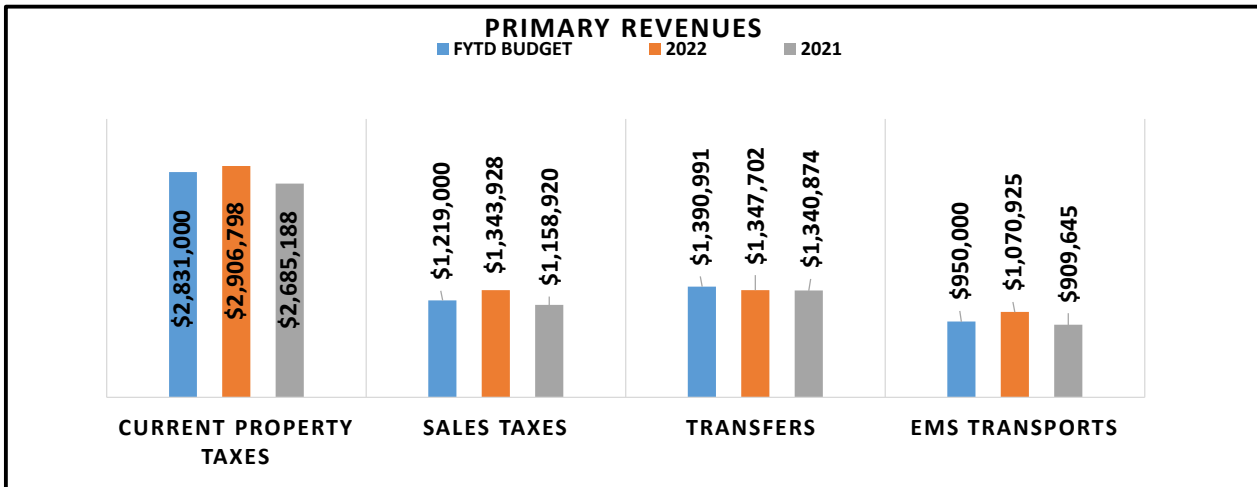
As of March 31, 2022, the City has \$2,520,033 remaining in capital projects to be funded from the unrestricted cash reserves.

GENERAL FUND DASHBOARD

FYTD March 2022

CURRENT RESULTS COMPARISON

	ANNUAL BUDGET	ACTUAL FYTD MAR 2022	% OF BUDGET	PY BUDGET 2020 -2021	ACTUAL FYTD MAR 2021	% OF BUDGET
REV (net of cogs/tourn exp)	\$ 13,098,563	\$ 8,214,925	63%	\$ 11,834,714	\$ 7,492,242	63%
EXPENSES	12,641,112	6,175,698	49%	11,488,859	5,662,902	49%
PROFIT (LOSS)	\$ 457,451	\$ 2,039,226		\$ 345,855	\$ 1,829,340	



	Transports
FYTD 2022	2,273
FYTD 2021	2,413
Increase (Decrease)	(140)

City of Burnet, Texas
General Fund
Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual (Unaudited)
FYTD March 2022

50% of year complete

	ANNUAL BUDGET 2021-2022	ACTUAL FYTD MAR 2022	% OF BUDGET		PY BUDGET 2020 -2021	PY ACTUAL FYTD MAR 2021	% OF BUDGET
REVENUE							
Ad valorem taxes	\$ 2,980,000	\$ 2,906,798	98%	\$	2,820,000	\$ 2,685,188	95%
Sales taxes	2,438,000	1,343,928	55%		1,997,573	1,158,920	58%
Allocation Transfers	3,023,893	1,347,702	45%		2,936,301	1,340,874	46%
EMS Transports	1,900,000	1,070,925	56%		1,620,000	909,645	56%
Franchise and other taxes	155,000	118,470	76%		155,000	109,862	71%
Court Fines and Fees	130,000	61,144	47%		115,000	52,570	46%
Grants & Donations	10,200	9,566	94%		10,200	114,016	1118%
Licenses & Permits	132,200	109,744	83%		80,700	41,403	51%
Charges for Services	2,199,595	1,122,013	51%		1,960,640	966,919	49%
Other Revenue	129,675	124,634	96%		139,300	112,844	81%
Use of Fund Balance	2,028,500	655,350	32%		1,669,347	515,673	31%
Total Revenue	\$ 15,127,063	\$ 8,870,275	59%	\$	13,504,061	\$ 8,007,915	59%
Total Revenue less fund balance	\$ 13,098,563	\$ 8,214,925	63%	\$	11,834,714	\$ 7,492,242	63%
EXPENDITURES							
Personnel Services	\$ 8,255,643	\$ 3,942,855	48%	\$	7,370,773	\$ 3,678,364	50%
Supplies & Materials	455,070	255,504	56%		427,850	203,436	48%
Repairs & Maint	550,700	237,673	43%		426,420	204,280	48%
Contractual Services	2,033,304	1,072,178	53%		1,959,812	1,013,649	52%
Other Designated Expenses	589,719	333,877	57%		560,930	270,458	48%
Transfers to Self-funded	486,909	243,454	50%		441,600	220,800	50%
Capital Outlay	-	11,765			-	-	
Transfers to Golf Admin & Subsidy	269,767	78,392	29%		301,474	71,914	24%
Sub-total	\$ 12,641,112	\$ 6,175,698	49%	\$	11,488,859	\$ 5,662,902	49%
CAPITAL/OTHER EXP (USES OF FUND BAL)							
Transfers - Capital/Other Uses of FB	2,028,500	655,350	32%	\$	1,669,347	\$ 515,673	31%
	\$ 2,028,500	\$ 655,350	32%	\$	1,669,347	\$ 515,673	31%
		0			-	-	
Total Expenditures	\$ 14,669,612	\$ 6,831,049	47%	\$	13,158,206	\$ 6,178,575	47%
Total Expenditures less Capital/Other	\$ 12,641,112	\$ 6,175,698	49%	\$	11,488,859	\$ 5,662,902	49%
NET CHANGE IN FUND BALANCE	\$ 457,451	\$ 2,039,226		\$	345,855	\$ 1,829,340	

KEY VARIANCES - BUDGET vs ACTUAL (50% of Year Complete)

Revenues

- The bulk of property taxes are collected in December and January of each year.
- Franchise revenues are typically collected quarterly however the largest franchise fee is paid by Atmos annually in February (\$59,659.75) which is why the total is tracking above average for the period.
- Grant revenues are tracking higher than expected because we received \$7,864 from FEMA related to reimbursements from the 2018 flood that the City partnered with the County on.
- Licenses & Permits are tracking higher than the average because of an increase in rezones and permits mostly associated with the new subdivisions and the new student activity center.
- Other Revenues are tracking higher than expected mainly because we received \$43,382 in delinquent field rental fees from the YMCA.
- Use of Fund Balance offsets Transfers to Capital/Other Exp, therefore the net impact of these adjustments is zero.

Expenditures

- See Expenditures by Department/Category for more detail.

City of Burnet, Texas
General Fund
Expenditures by Department/Category
FYTD March 2022

		50% of year complete								
		ANNUAL BUDGET 2021-2022	ACTUAL FYTD MAR 2022	% OF BUDGET	PY BUDGET 2020 -2021	PY ACTUAL FYTD MAR 2021	% OF BUDGET			
EXPENDITURES (Less transfers to capital/other):										
City Council										
Supplies & Materials	\$	1,000	\$	363	36%	\$	1,200	\$	32	3%
Repairs & Maint		1,000		359	36%		1,000		491	49%
Contractual Services		6,720		3,836	57%		6,620		4,053	61%
Other Designated Expenses		5,575		7,825	140%		7,000		294	4%
Total Expenditures		14,295		12,384	87%		15,820		4,869	31%
General Administration										
Personnel Services		1,168,369		542,963	46%		1,005,400		512,558	51%
Supplies & Materials		27,000		11,165	41%		36,000		11,168	31%
Repairs & Maint		80,000		31,530	39%		78,000		30,580	39%
Contractual Services		236,995		122,926	52%		231,341		125,985	54%
Other Designated Expenses		398,234		212,418	53%		375,730		178,900	48%
Transfers to Golf Admin & Subsidy		269,767		78,392	29%		301,474		71,914	24%
Total Expenditures		2,180,365		999,394	46%		2,027,945		931,106	46%
Municipal Court										
Personnel Services		70,974		36,847	52%		34,109		17,949	53%
Supplies & Materials		750		538	72%		750		182	24%
Repairs & Maint		8,500		51	1%		5,500		1,886	34%
Contractual Services		14,800		7,849	53%		15,050		7,263	48%
Other Designated Expenses		4,350		2,298	53%		4,350		1,620	37%
Total Expenditures		99,374		47,582	48%		59,759		28,901	48%
Police/Animal Shelter/K-9										
Personnel Services		2,181,749		1,042,281	48%		2,003,758		990,518	49%
Supplies & Materials		111,000		53,090	48%		96,500		50,210	52%
Repairs & Maint		115,300		37,570	33%		80,420		43,472	54%
Contractual Services		202,500		109,726	54%		192,819		110,392	57%
Other Designated Expenses		74,000		62,825	85%		73,750		36,608	50%
Transfers to Self-funded		196,567		98,283	50%		136,806		68,403	50%
Total Expenditures		2,881,116		1,403,776	49%		2,584,053		1,299,604	50%
Fire/EMS										
Personnel Services		3,263,222		1,606,004	49%		2,999,966		1,549,083	52%
Supplies & Materials		194,500		111,923	58%		175,300		94,974	54%
Repairs & Maint		144,000		86,465	60%		118,000		68,234	58%
Contractual Services		309,150		147,597	48%		269,260		143,304	53%
Other Designated Expenses		49,000		28,389	58%		45,700		17,530	38%
Transfers to Self-funded		254,786		127,393	50%		289,004		144,502	50%
Total Expenditures		4,214,658		2,107,770	50%		3,897,230		2,017,626	52%
Streets										
Personnel Services		698,233		321,702	46%		571,925		247,261	43%
Supplies & Materials		41,500		36,845	89%		47,500		14,368	30%
Repairs & Maint		77,400		28,212	36%		70,000		27,910	40%
Contractual Services		8,500		3,162	37%		7,000		5,309	76%
Other Designated Expenses		2,350		1,171	50%		2,350		103	4%
Transfers to Self-funded		9,021		4,510	50%		-		-	
Total Expenditures		837,004		395,602	47%		698,775		294,951	42%
City Shop										
Personnel Services		76,326		39,276	51%		73,364		39,233	53%
Supplies & Materials		14,000		6,237	45%		14,000		5,184	37%
Repairs & Maint		13,000		4,206	32%		10,500		3,710	35%
Contractual Services		6,700		3,243	48%		6,700		3,231	48%
Other Designated Expenses		5,050		1,687	33%		5,050		2,969	59%
Total Expenditures		115,076		54,650	47%		109,614		54,328	50%
Sanitation										
Contractual Services		921,194		467,543	51%		881,822		442,620	50%
Other Designated Expenses		25,000		646	3%		20,000		13,280	66%
Total Expenditures		946,194		468,189	49%		901,822		455,899	51%

City of Burnet, Texas
General Fund
Expenditures by Department/Category
FYTD March 2022

50% of year complete						
	ANNUAL BUDGET 2021-2022	ACTUAL FYTD MAR 2022	% OF BUDGET	PY BUDGET 2020 -2021	PY ACTUAL FYTD MAR 2021	% OF BUDGET
EXPENDITURES (Less transfers to capital/other):						
Parks						
Personnel Services	502,366	226,624	45%	415,027	202,108	49%
Supplies & Materials	62,500	32,692	52%	52,500	25,880	49%
Repairs & Maint	102,250	46,296	45%	52,750	27,040	51%
Contractual Services	88,575	40,317	46%	130,700	61,550	47%
Other Designated Expenses	6,000	4,933	82%	7,000	4,970	71%
Transfers to Self-funded	26,535	13,268	50%	15,790	7,895	50%
Total Expenditures	788,226	364,129	46%	673,767	329,442	49%
Galloway Hammond						
Repairs & Maint	5,000	-	0%	5,000	-	0%
Contractual Services	100,000	50,000	50%	100,000	50,000	50%
Total Expenditures	105,000	50,000	48%	105,000	50,000	48%
Development Services						
Personnel Services	294,404	127,159	43%	267,224	119,654	45%
Supplies & Materials	2,820	2,652	94%	4,100	1,437	35%
Repairs & Maint	4,250	2,984	70%	5,250	957	18%
Contractual Services	138,170	115,978	84%	118,500	59,942	51%
Other Designated Expenses	20,160	11,684	58%	20,000	14,184	71%
Capital Outlay	-	11,765	#DIV/0!	-	-	#DIV/0!
Total Expenditures	459,804	272,223	59%	415,074	196,175	47%
TOTAL EXPENDITURES	\$ 12,641,112	\$ 6,175,698	49%	\$ 11,488,859	\$ 5,662,902	49%

KEY VARIANCES - BUDGET vs ACTUAL (50% of Year Complete)

Expenditures

- Council Designated Expenses include "travel and training" in the amount of \$3,850 for TML which was held in October, and it includes purchases of small capital equipment (camera equipment for council meetings) in the amount of \$3,199 which was not budgeted.
- Admin other designated expenses are tracking higher than the average because of the timing of the Christmas Party expenses which are typically paid in full by January and because of the purchase of laptops for staff in January in the amount of \$10,825.
- Police Other Designated Expenses are tracking higher than the average because of the timing of the purchase of non-capital equipment and travel and training. Ballistic vests were purchased in October and additional weapons were purchased in November. Officers attended several trainings and programs in October including Police Week (honoring Jose Meza), Sergeant Academy, FTO training, and Detective school. In addition, Code Enforcement was moved from Development Svcs to PD and abatement expenses are tracking higher than expected because of a large clean up at a residence.
- Fire/EMS Repairs and Maintenance are tracking higher than average mainly because they had to replace a Water Heater at Station 1, they paid for annual Fire reporting software maintenance in full in December, and had repairs to Engine1, 2, and 3.
- Street Supplies and Materials are tracking higher than average because of the purchase of new Traffic control signs in October, an increase in Fuel costs mainly from hauling base to Rhomberg and Cemetery, and the purchase of salt supplies in January for icy roads.
- Parks Other Designated expenses is tracking above average mainly due to the unbudgeted Rainbow Trout event that was held at Hamilton Creek.
- Development Services supplies are tracking higher than average mainly because of postage for a large mailout that was not budgeted for.
- Development Services R&M is tracking higher than average mainly due to the timing of the software maintenance payments. Account is still on track for the year.
- Development Services Contractual Services are tracking higher than expected because of increases in inspections and engineering services for development activity.
- Development Services Capital Outlay Expense is for the purchase of a new plotter needed for the department.

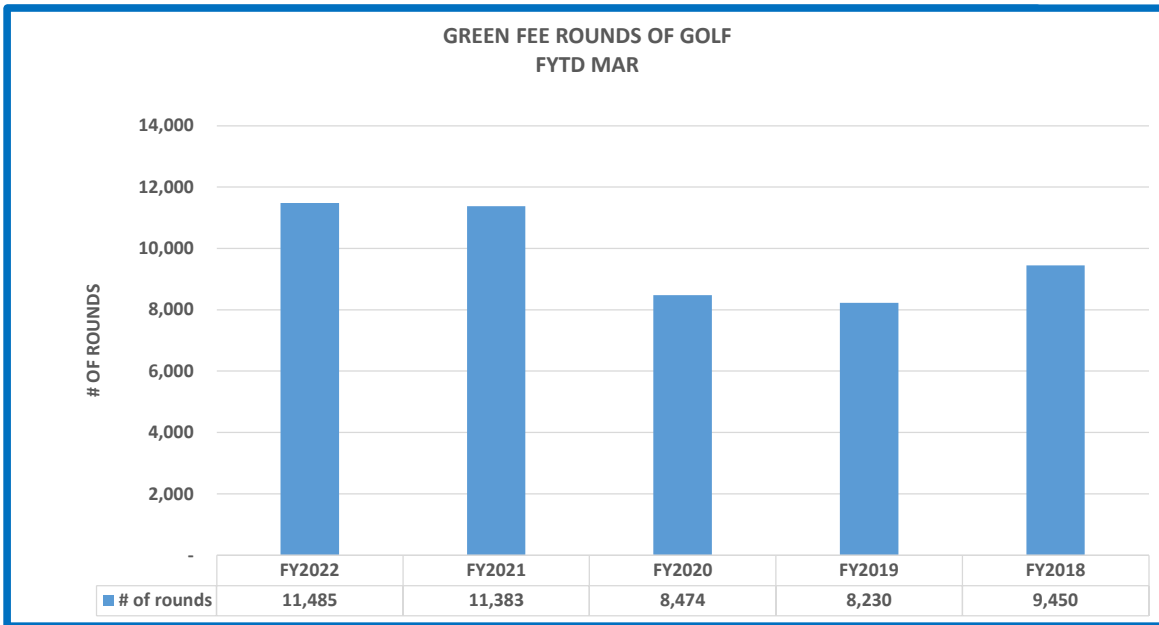
GOLF COURSE FUND DASHBOARD

FYTD March 2022

CURRENT RESULTS COMPARISON

	ANNUAL BUDGET	ACTUAL FYTD MAR 2022	% OF BUDGET	PY BUDGET 2020-2021	ACTUAL FYTD MAR 2021	% OF BUDGET
REV (net of cogs/tourn exp)	\$ 1,470,651	\$ 912,901	62%	\$ 1,325,684	\$ 811,550	61%
EXPENSES	1,562,218	761,515	49%	1,460,821	719,153	49%
PROFIT (LOSS)	\$ (91,567)	\$ 151,385		\$ (135,137)	\$ 92,397	

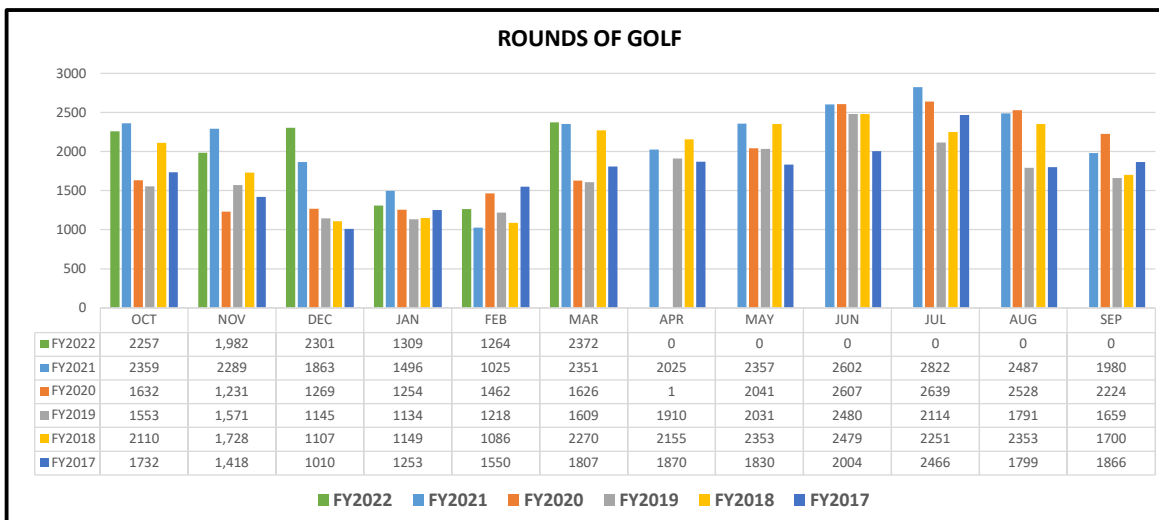
TABLES/CHARTS



Rounds of Golf*

	OCT - MAR
2021-2022	11,485
2020-2021	11,383
OVER (UNDER)	102
	0.90%

*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 March 2022

50% of year complete						
	ANNUAL BUDGET 2021-2022	ACTUAL FYTD MAR 2022	% OF BUDGET	PY BUDGET 2020-2021	PY ACTUAL FYTD MAR 2021	% OF BUDGET
Revenues						
Charges for Services:						
Green Fees/Cart Rentals	\$ 696,600	\$ 429,877	62%	\$ 559,000	\$ 365,558	65%
Annual Charges	224,000	192,929	86%	218,000	180,423	83%
Net Tournament Fees	112,000	57,073	51%	110,000	39,117	36%
Driving Range	53,000	27,457	52%	53,000	26,551	50%
Net Charges for Services	1,085,600	707,336	65%	940,000	611,649	65%
Pro Shop Merchandise Sales (Net)	48,750	33,461	69%	47,000	19,911	42%
Snack Bar Sales (Net)	129,600	63,249	49%	109,500	48,085	44%
Transfer from GF (Admin/Use of FB)	192,701	90,216	47%	219,684	126,261	57%
Other Revenue	14,000	18,639	133%	9,500	5,644	59%
Total Revenues	1,470,651	912,901	62%	1,325,684	811,550	61%
Expenses						
Personnel Services	924,829	474,435	51%	896,092	449,732	50%
Supplies & Materials	119,050	48,634	41%	107,300	52,439	49%
Repairs & Maint	82,500	27,843	34%	67,950	38,594	57%
Contractual Services	59,000	32,695	55%	61,500	25,932	42%
Other Designated Expenses	45,050	22,722	50%	43,750	21,596	49%
Transfers to Self-funded	153,588	76,794	50%	117,892	58,946	50%
Admin Allocation	178,201	78,392	44%	166,337	71,914	43%
Total Expenses	1,562,218	761,515	49%	1,460,821	719,153	49%
Change in Net Position	(91,567)	151,385		(135,137)	92,397	
Operating Subsidy from General Fund	91,567	-		135,137	-	
Net Position	-	151,385		-	92,397	
Green Fee Rounds	21,500	11,485			11,383	
Green Fee Rev Per Round	\$ 32.40	\$ 37.43			\$ 32.11	

KEY VARIANCES - BUDGET vs ACTUAL (50% of Year Complete)

Revenues

- The bulk of Annual Charges which include pre-paid green fees, trail fees, annual cart rental and storage are collected in October each year.
- Other revenues include GHIN fees \$5,950, credit card convenience fees \$5,687, club repairs of \$4,439, pavilion rental of \$225, misc revenues of \$888, and sale of tables and chairs of \$1,450.
- Transfer from GF is used to offset the admin allocation and includes an additional transfer from fund balance to cover the final payouts to retirees. In the current year the transfer for payouts was \$11,824; in the py the transfer was \$54,347.

Expenses

- No significant variances noted.

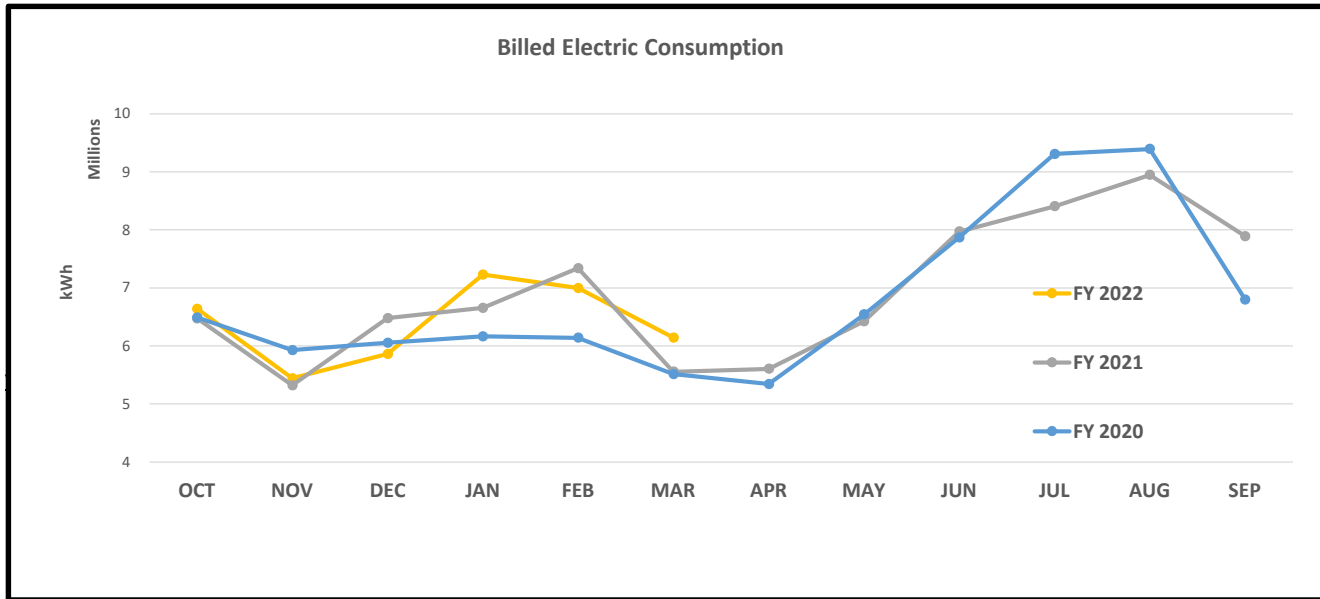
ELECTRIC FUND DASHBOARD

FYTD March 2022

CURRENT RESULTS COMPARISON

	ANNUAL BUDGET	ACTUAL FYTD MAR 2022	% OF BUDGET	PY BUDGET 2020-2021	ACTUAL FYTD MAR 2021	% OF BUDGET
REV (net of cogs/tourn exp)	\$ 4,034,144	\$ 1,861,847	46%	\$ 4,012,175	\$ 1,817,049	45%
EXPENSES	3,635,322	1,690,121	46%	3,625,824	1,683,982	46%
PROFIT (LOSS)	\$ 398,822	\$ 171,726		\$ 386,351	\$ 133,067	

TABLES/CHARTS



FYTD 2022	38,315,823
FYTD 2021	37,824,850
ytd variance	490,973
% variance	1.30%

City of Burnet, Texas
Electric Fund
Revenues, Expenses, and Changes in Fund Net Position - Budget and Actual (Unaudited)
FYTD March 2022

50% of year complete							
	ANNUAL BUDGET 2021-2022	ACTUAL FYTD MAR 2022	% OF BUDGET		PY BUDGET 2020-2021	PY ACTUAL FYTD MAR 2021	% OF BUDGET
REVENUES							
Electric Sales	\$ 9,000,000	\$ 4,319,528			\$ 8,816,400	\$ 4,065,717	
Less Cost of Power	5,166,000	2,556,554			4,959,225	2,314,629	
Net Electric Sales	3,834,000	1,762,974	46%		3,857,175	1,751,088	45%
Penalties	85,000	46,130	54%		85,000	28,122	33%
Pole Rental	47,000	1,138	2%		47,000	18,869	40%
Credit Card Convenience Fees	45,144	14,429	32%		-	-	
Other Revenue	23,000	37,176	162%		23,000	18,970	82%
Use of Fund Balance	230,000	27,961	12%		75,000	7,353	10%
Total Revenue	\$ 4,264,144	\$ 1,889,808	44%		\$ 4,087,175	\$ 1,824,403	45%
Total Revenue less fund balance	\$ 4,034,144	\$ 1,861,847	46%		\$ 4,012,175	\$ 1,817,049	45%
EXPENSES							
Personnel Services	1,000,827	445,367	44%		\$ 937,909	492,275	52%
Supplies & Materials	51,000	31,014	61%		44,000	21,050	48%
Repairs & Maint	180,000	79,737	44%		208,000	60,685	29%
Contractual Services	133,900	91,468	68%		137,700	78,700	57%
Other Designated Expenses	87,714	35,653	41%		91,810	34,919	38%
Capital Outlay	35,000	18,495	53%		35,000	3,259	9%
Transfers to Debt Service	49,350	24,675	50%		51,740	30,182	58%
Transfers to Self-funded	19,780	9,890	50%		32,999	16,500	50%
Return on Investment	1,639,441	766,316	47%		1,665,263	756,620	45%
Admin Allocation	409,541	174,598	43%		394,000	176,211	45%
Shop Allocation	28,769	12,908	45%		27,403	13,582	50%
Transfer to Capital	230,000	27,961	12%		75,000	7,353	10%
Total Expenses	\$ 3,865,322	\$ 1,718,081	44%		\$ 3,700,824	\$ 1,691,336	46%
Total Expenses less xfers to capital	\$ 3,635,322	\$ 1,690,121	46%		\$ 3,625,824	\$ 1,683,982	46%
Change in Net Position	\$ 398,822	\$ 171,726			\$ 386,351	\$ 133,067	

KEY VARIANCES - BUDGET vs ACTUAL (50% of Year Complete)

Revenues

- Pole Rental Charges are typically invoiced in February and received In April.
- Credit Card Convenience fees were not implemented until January 1, 2022.
- Other Revenues are tracking higher than expected mainly because of the connect fees received from new subdivision - Peppermill Phase III.
- Use of Fund Balance offsets Transfers to Capital/Other Exp, therefore the net impact of these adjustments is zero.

Expenses

- Supplies and Materials are tracking above average because of increased fuel costs and shipping costs.
- Contractual Services are tracking above the straight lined average of 50% because they include the interlocal agreements with local nonprofits. The majority of one-time contributions to local nonprofits were paid in October and November. In addition, expenses for staff development meetings with Cuatro Consulting are tracking slightly higher than budget.

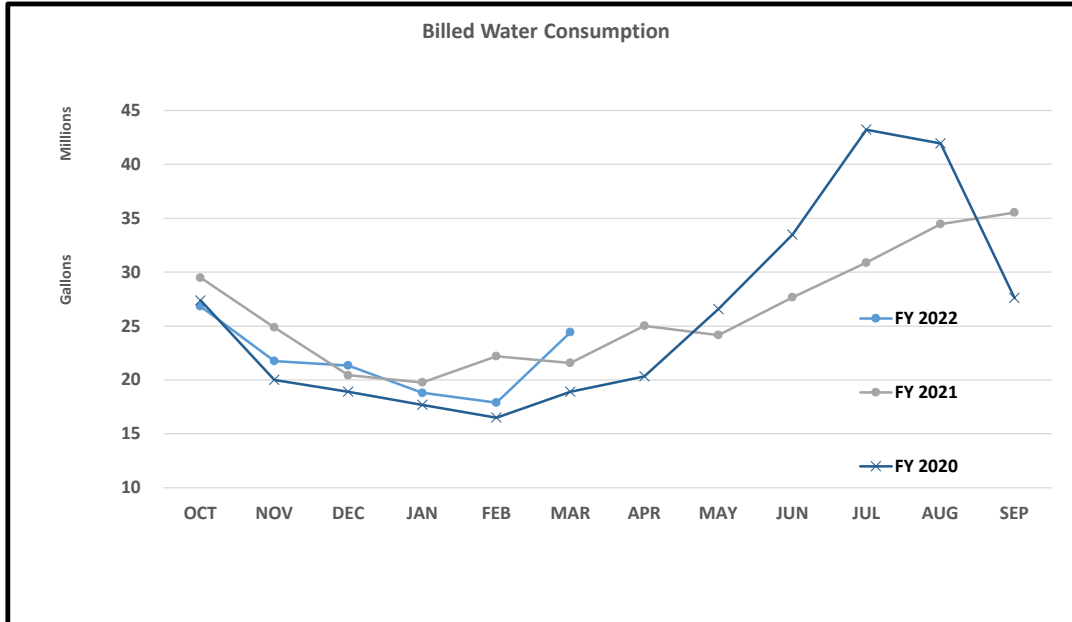
WATER/WW FUND DASHBOARD

FYTD March 2022

CURRENT RESULTS COMPARISON

	ANNUAL BUDGET	ACTUAL FYTD MAR 2022	% OF BUDGET	PY BUDGET 2020-2021	ACTUAL FYTD MAR 2021	% OF BUDGET
REV (net of cogs/tourn exp)	\$ 4,500,420	\$ 2,122,898	47%	\$ 4,265,500	\$ 2,097,709	49%
EXPENSES	4,039,275	1,774,573	44%	3,868,980	1,962,837	51%
PROFIT (LOSS)	\$ 461,145	\$ 348,325		\$ 396,520	\$ 134,872	

TABLES/CHARTS



Billed Consumption in gallons:

FYTD 2022	131,019,126
FYTD 2021	138,329,901
Variance	(7,310,775)
% variance	-5.29%

City of Burnet, Texas
Water/Wastewater Fund
Revenues, Expenses, and Changes in Fund Net Position - Budget and Actual (Unaudited)
FYTD March 2022

50% of year complete												
	ANNUAL BUDGET 2021-2022			ACTUAL FYTD MAR 2022		% OF BUDGET	PY BUDGET 2020-2021			PY ACTUAL FYTD MAR 2021		% OF BUDGET
REVENUE												
Water Sales	\$	2,400,000	\$	1,102,699	46%	\$	2,300,000	\$	1,127,499	49%		
Wastewater Sales		1,920,000		949,718	49%		1,840,000		929,838	51%		
Penalties		46,000		22,664	49%		46,000		15,345	33%		
Water/Sewer Connects		30,000		33,727	112%		30,000		9,900	33%		
Credit Card Convenience Fees		19,920		7,177	36%		-		-			
Other Revenue		9,500		6,913	73%		9,500		15,128	159%		
Use Impact Fees		75,000		-	0%		40,000			0%		
Use of Fund Balance		1,135,000		233,817	21%		35,000		22,566	64%		
Total Revenue	\$	5,635,420	\$	2,356,715	42%	\$	4,300,500	\$	2,120,275	49%		
Total Revenue less fund balance	\$	4,500,420	\$	2,122,898	47%	\$	4,265,500	\$	2,097,709	49%		
EXPENSES												
Personnel Services		1,274,566		506,290	40%	\$	1,104,176		550,486	50%		
Supplies & Materials		171,750		96,967	56%		153,750		79,956	52%		
Repairs & Maint		409,500		124,296	30%		416,500		188,033	45%		
Contractual Services		317,500		159,230	50%		328,500		147,625	45%		
Cost of Water		70,000		28,839	41%		70,000		35,716	51%		
Other Designated Expenses		105,474		56,224	53%		127,942		55,507	43%		
Transfers to Debt Service		944,764		472,707	50%		976,759		569,776	58%		
Transfers to Self-funded		73,692		36,846	50%		68,504		34,252	50%		
In Lieu of Taxes		354,034		169,832	48%		338,040		167,817	50%		
Admin Allocation		289,227		105,019	36%		257,405		120,087	47%		
Shop Allocation		28,768		12,908	45%		27,404		13,582	50%		
Capital Outlay		-		5,414			-		-	0%		
Transfer to Capital		1,135,000		233,817	21%		35,000		22,566	64%		
Total Expenses	\$	5,174,275	\$	2,008,389	39%	\$	3,903,980	\$	1,985,403	51%		
Total Expenses less Transfers to Capital	\$	4,039,275	\$	1,774,573	44%	\$	3,868,980	\$	1,962,837	51%		
Change in Net Position	\$	461,145	\$	348,325		\$	396,520	\$	134,872			

KEY VARIANCES - BUDGET vs ACTUAL (50% of Year Complete)

Revenues

- Water/Sewer Connects are tracking higher than expected because of the fees received from new subdivision - Peppermill Phase III.
- Credit Card Convenience fees were not implemented until January 1, 2022.
- Use of Impact fees will be transferred mid-year after the majority of Impact fees have been collected.
- Use of Fund Balance offsets Transfers to Capital/Other Exp, therefore the net impact of these adjustments is zero.

Expenses

- Personnel Services are tracking under budget because the department had several vacancies from October - February.
- Capital Outlay includes the purchase and installation of new ac/heater in the amount \$5,414 for the Eagle's Nest pump station.

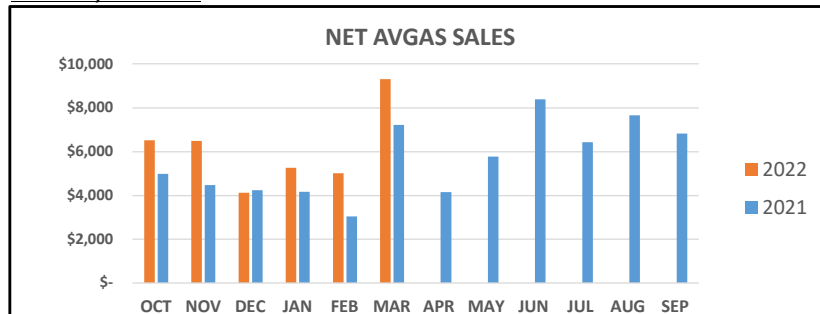
AIRPORT FUND DASHBOARD

FYTD March 2022

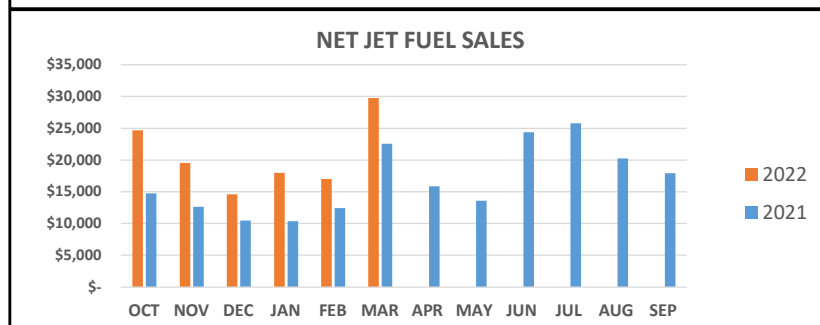
CURRENT RESULTS COMPARISON

	ANNUAL BUDGET	ACTUAL FYTD MAR 2022	% OF BUDGET	PY BUDGET 2020-2021	ACTUAL FYTD MAR 2021	% OF BUDGET
REV (net of cogs/tourn exp)	\$ 428,729	\$ 258,760	60%	\$ 348,154	\$ 213,332	61%
EXPENSES	276,330	141,864	51%	254,295	127,437	50%
PROFIT (LOSS)	\$ 152,399	\$ 116,897		\$ 93,859	\$ 85,895	

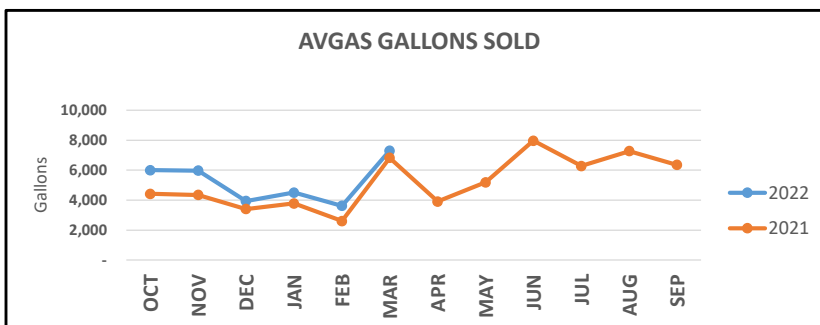
TABLES/CHARTS



	FYTD 2022	FYTD 2021
Av Sales	\$ 155,760	\$ 96,623
Av Purchases	119,041	68,472
Profit	\$ 36,718	\$ 28,151
%	23.57%	29.13%

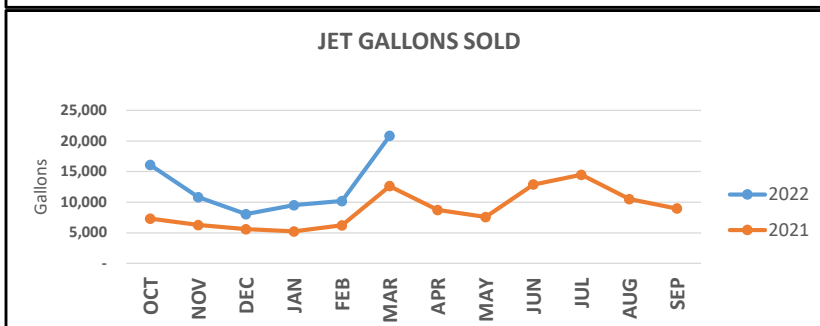


	FYTD 2022	FYTD 2021
Jet Sales	\$ 329,014	\$ 158,464
Jet Purchases	205,449	75,271
Profit	\$ 123,565	\$ 83,193
%	37.56%	52.50%



Avgas Gallons Sold:

FYTD 2022	31,355
FYTD 2021	25,415
Increase(decrease)	5,941
	23.37%



Jet Gallons Sold:

FYTD 2022	75,497
FYTD 2021	43,245
Increase(decrease)	32,253
	74.58%

City of Burnet, Texas
Airport Fund
Revenues, Expenses, and Changes in Fund Net Position - Budget and Actual (Unaudited)
FYTD March 2022

	50% of year complete					
	ANNUAL BUDGET 2021-2022	ACTUAL FYTD MAR 2022	% OF BUDGET	PY BUDGET 2020-2021	PY ACTUAL FYTD MAR 2021	% OF BUDGET
REVENUE						
Av Gas Sales	\$ 233,000	\$ 155,760		\$ 170,500	\$ 96,623	
Av Gas Purchases	174,750	119,041		127,875	68,472	
Net Sales	58,250	36,718	63%	42,625	28,151	66%
Jet Gas Sales	367,000	329,014		210,000	158,464	
Jet Gas Purchases	201,850	205,449		115,500	75,271	
Net Sales	165,150	123,565	75%	94,500	83,193	88%
Penalties	450	425	94%	450	150	33%
All Hangar Lease	125,000	65,523	52%	125,000	64,443	52%
CAF Admissions	5,066	2,659	52%	5,066	2,533	50%
McBride Lease	45,893	19,153	42%	45,893	23,066	50%
Thru the Fence Lease	12,020	2,592	22%	12,020	2,592	22%
Airport Parking Permit	2,000	120	6%	2,000	1,750	88%
Hanger Lease - Faulkner	14,400	7,200	50%	14,400	7,200	50%
Interest Earned	500	494	99%	5,700	253	4%
Other	-	310		500		
Use of Fund Balance	493,069	100,182	20%	200,000	21,949	11%
Total Revenue	\$ 921,798	\$ 358,942	39%	\$ 548,154	\$ 235,281	43%
<i>Total Revenue less fund balance</i>	<i>\$ 428,729</i>	<i>\$ 258,760</i>	<i>60%</i>	<i>\$ 348,154</i>	<i>\$ 213,332</i>	<i>61%</i>
EXPENSES						
Personnel Services	\$ 97,884	\$ 49,140	50%	\$ 92,879	\$ 48,504	52%
Supplies & Materials	4,000	1,469	37%	3,800	1,635	43%
Repairs & Maint	3,000	708	24%	3,000	538	18%
Contractual Services	64,400	32,732	51%	63,400	32,025	51%
Other Designated Expenses	38,600	19,513	51%	30,959	11,931	39%
Transfers to Debt Service	58,069	29,034	50%	-	-	
Admin Allocation	39,646	23,902	60%	31,457	18,404	59%
Av fuel truck lease	12,000	6,000	50%	12,000	6,000	50%
Jet fuel truck lease	16,800	8,400	50%	16,800	8,400	50%
Transfers to Capital	435,000	71,148	16%	200,000	21,949	11%
Total Expenses	\$ 769,399	\$ 242,047	31%	\$ 454,295	\$ 149,386	33%
<i>Total Exp - xfers to capital and debt svc.</i>	<i>\$ 276,330</i>	<i>\$ 141,864</i>	<i>51%</i>	<i>\$ 254,295</i>	<i>\$ 127,437</i>	<i>50%</i>
Change in Net Position	\$ 152,399	\$ 116,896		\$ 93,859	\$ 85,895	

KEY VARIANCES - BUDGET vs ACTUAL (50% of Year Complete)

Revenues

- Sales revenues have increased mainly because gallons of fuel sold have increased 23% for av gas and 75% for jet fuel.
- Use of Fund Balance offsets Transfers to Capital and Debt Svc, therefore the net impact of these adjustments is zero.

Expenses

- Overall expenses are tracking slightly higher than average mainly because as revenues increase so do related expenses.

City of Burnet, Texas
Other Funds
Revenues, Expenses, and Changes in Fund Net Position - Budget and Actual (Unaudited)
FYTD March 2022

	ANNUAL BUDGET 2021-2022			ACTUAL FYTD MAR 2022		% OF BUDGET	PY BUDGET 2020-2021			PY ACTUAL FYTD MAR 2021		% OF BUDGET
HOTEL/MOTEL FUND												
Revenues	\$	171,281	\$	107,806		62.94%	\$	111,000	\$	80,299		72.34%
Expenses		147,465		39,639		26.88%		107,191		35,091		32.74%
Net Profit (Loss)	\$	23,816	\$	68,167			\$	3,809	\$	45,208		
BEDC												
Revenues	\$	4,009,417	\$	1,380,267		34.43%	\$	1,422,858	\$	441,970		31.06%
Expenses		3,795,481		1,171,099		30.86%		1,091,111		180,223		16.52%
Net Profit (Loss)	\$	213,936	\$	209,168			\$	331,747	\$	261,747		
SELF FUNDED EQUIPMENT FUND												
Revenues	\$	1,020,800	\$	387,047		37.92%	\$	708,000	\$	331,150		46.77%
Expenses		1,020,800		122,423		11.99%		708,000		225,177		31.80%
Net Profit (Loss)	\$	-	\$	264,624			\$	-	\$	105,973		
DEBT SERVICE FUND												
Revenues	\$	1,052,683	\$	526,510		50.02%	\$	1,029,098	\$	600,331		58.34%
Expenses		1,052,183		794,353		75.50%		1,028,499		807,599		78.52%
Net Profit (Loss)	\$	500	\$	(267,843)			\$	599	\$	(207,268)		
INTEREST & SINKING DEBT FUND												
Revenues	\$	490,178	\$	511,834		104.42%	\$	366,049	\$	329,046		89.89%
Expenses		489,978		97,038		19.80%		366,049		206,346		56.37%
Net Profit (Loss)	\$	200	\$	414,796			\$	-	\$	122,700		

City of Burnet, Texas
Cash and Investment Accounts
FYTD March 2022

Acct #	Bank	Account Name	Account Type	Balance as of MARCH 2022
Unrestricted Accounts				
984/2410	FSB	Operating Cash	Checking	\$ 5,450,152.76
		Add or Subtract Claim on Cash for Airport		(855,906.43)
2329	FSB	Golf Course Petty Cash	Checking	825.20
2535	FSB	Operating Reserve	M/M	-
2352	FSB	Delaware Springs-Credit Card Acct	Checking	-
2378	FSB	Airport - Credit Card Acct	Checking	-
2386	FSB	Utility - Credit Card Acct	Checking	-
2469	FSB	Court - Credit Card Acct	Checking	-
2711100002	TexPool	Operating Reserve	Investment	4,181,688.44
Total Unrestricted				\$ 8,776,759.97

75 Day Reserve Requirement	3,518,000.00
Unrestricted Cash over 75 day reserve	\$ 5,258,759.97
90 Day Reserve Requirement	4,222,000.00
Unrestricted Cash over 90 day reserve	\$ 4,554,759.97

Restricted by Council

2711100004	TexPool	Capital Reserve	Investment	\$ -
2711100011	TexPool	Capital Equipment Reserve	Investment	957,383.03
2711100012	TexPool	Capital - LCRA Credit	Investment	442,194.69
2188	FSB	Self Funded Equipment	M/M	649,157.31
2711100014	TexPool	Self Funded Equipment Reserve	Investment	664,533.72
2711100016	TexPool	CLFRF - American Rescue Plan	Investment	793,921.08
Total Restricted by Council Action				\$ 3,507,189.83

City of Burnet, Texas
Cash and Investment Accounts
FYTD March 2022

Restricted by Purpose or Law

Acct #	Bank	Account Name	Account Type	Balance as of MARCH 2022
1453	FSB	Bond Reserve	M/M	\$ 160,534.18
2402	FSB	Hotel Motel	M/M	205,607.53
2711100005	TexPool	Hotel Motel	Investment	60,293.02
2451	FSB	Construction Account	Checking	
2485	FSB	PD Seizure	M/M	119.87
2493	FSB	Municipal Court Special Revenue	M/M	63,438.90
2519	FSB	Impact Fees - Water	M/M	395,397.46
2543	FSB	Airport Reserve	M/M	-
		Add or Subtract Airport Claim on Cash		855,906.43
2711100009	TexPool	Airport Reserve	Investment	1,626,529.26
2568	FSB	Benevolent Fund	Checking	-
2576	FSB	Interest & Sinking Acct	M/M	487,783.86
2584	FSB	Impact Fees - Wastewater	M/M	116,415.94
2592	FSB	BEDC	Super NOW	868,942.42
2711100008	TexPool	BEDC Project Fund	Investment	-
2711100010	TexPool	BEDC	Investment	629,821.20
70516	FSB	BEDC Commercial Park Project	M/M	312,068.35
2634	FSB	Benefit Trust Account	M/M	-
2675	FSB	Police Department Explorer Program	M/M	6,956.28
2691	FSB	Fire Department Explorer Program	M/M	4,191.69
3012	FSB	Franchise Fee Account	Super NOW	119,455.29
3053	FSB	Parks Fund	M/M	18,284.71
58776	FSB	Fire Dept. Community Acct	M/M	12,015.39
2711100007	TexPool	TWDB	Investment	1,191.90
2711100006	TexPool	TWDB	Investment	1,046.56
		City of Burnet, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2010		
143033000	US Bank	Escrow Account	Investment	3,199.67
82-020-01-0	Bank of	City of Burnet 2012 TWDB Escrow	Investment	20,197.20
2711100013	TexPool	PD Bonds	Investment	-
2711100017	TexPool	2021 CO - City Hall	Investment	4,007,135.62
62026	FSB	Escrow Honey Rock Phase #2	M/M	16,209.58
62315	FSB	BEDC Bond Fund	Checking	86,602.21
62364	FSB	BEDC Project Fund	Checking	-
Total Restricted Cash				\$ 10,079,344.52
Total All Cash				\$ 22,363,294.32

ACCOUNT NUMBER	INVESTMENT TYPE	DESCRPT/LOC	MATURITY	BEGINNING BALANCES 01/01/2022	QUARTERLY ACTIVITY	INTEREST EARNINGS	ENDING BALANCE 03/31/2022	BEGINNING MARKET 01/01/2022	ENDING MARKET 03/31/2022	CHANGE IN MARKET VALUE	AVG YIELD
984 & 2410	OPERATING	FIRST STATE BANK	na	\$ 4,416,974.70	\$ 1,032,776.23	\$ 401.83	\$ 5,450,152.76	na	na	na	0.0003
1453	DEBT SERVICE	FIRST STATE BANK	na	690,701.42	(530,195.12)	27.88	160,534.18	na	na	na	0.0003
2188	SELF FUNDED ACCT	FIRST STATE BANK	na	494,403.97	154,682.68	68.66	649,157.31	na	na	na	0.0005
2329	GOLF COURSE PETTY CASH	FIRST STATE BANK	na	651.01	174.19	-	825.20	na	na	na	-
2402	HOTEL/MOTEL	FIRST STATE BANK	na	155,584.10	50,001.03	22.40	205,607.53	na	na	na	0.0005
2485	PD SEIZURE	FIRST STATE BANK	na	119.87	-	-	119.87	na	na	na	-
2493	COURT MONIES	FIRST STATE BANK	na	61,054.21	2,376.98	7.71	63,438.90	na	na	na	0.0005
2519	IMPACT FEES WATER	FIRST STATE BANK	na	346,919.66	48,433.78	44.02	395,397.46	na	na	na	0.0005
2576	I & S SINKING FUND	FIRST STATE BANK	na	292,728.12	195,007.57	48.17	487,738.86	na	na	na	0.0005
2584	IMPACT FEE W/W	FIRST STATE BANK	na	76,136.54	40,269.09	10.31	116,415.94	na	na	na	0.0004
2592	BEDC	FIRST STATE BANK	na	791,790.65	77,088.74	63.03	868,942.42	na	na	na	0.0003
2675	PD EXPLORER PROGRAM	FIRST STATE BANK	na	6,687.77	268.00	0.51	6,956.28	na	na	na	0.0003
2691	PD EXPLORER PROGRAM	FIRST STATE BANK	na	4,191.37	(0.00)	0.32	4,191.69	na	na	na	0.0003
3012	CABLE FRANCHISE FEES	FIRST STATE BANK	na	115,388.59	4,058.01	8.69	119,455.29	na	na	na	0.0003
3053	PARKS FUND	FIRST STATE BANK	na	18,282.45	(0.00)	2.26	18,284.71	na	na	na	0.0005
58776	PD COMMUNITY FUND	FIRST STATE BANK	na	10,515.39	1,500.00	4.95	86,602.21	na	na	na	0.0002
62315	BEDC BOND FUND	FIRST STATE BANK	na	78,616.00	7,981.26	-	12,015.39	na	na	na	0.0002
70516	281 COMM/PARK PROJECT	FIRST STATE BANK	na	819,169.45	(507,156.84)	55.74	312,066.35	na	na	na	0.0004
62026	ESCROW HONEY ROCK PHASE 2	FIRST STATE BANK	na	-	16,208.09	1.49	16,209.58	-	-	-	0.0004
	SUBTOTAL - FIRST STATE BANK			\$ 8,379,917.27	\$ 577,265.60	\$ 766.48	\$ 9,974,158.93	\$ -	\$ -	\$ -	0.0004
2711100002	TEXPOOL - GF RESERVE	TEXPOOL	na	\$ 4,180,806.72	(0.00)	\$ 881.72	\$ 4,181,688.44	\$ 4,180,806.72	\$ 4,181,688.44	\$ 881.72	0.0008
2711100005	TEXPOOL - HOT	TEXPOOL	na	60,280.18	(0.00)	12.84	60,293.02	60,280.18	60,293.02	12.84	0.0008
2711100006	TEXPOOL - TWDB	TEXPOOL	na	1,046.41	(0.00)	0.15	1,046.56	1,046.41	1,046.56	0.15	0.0006
2711100007	TEXPOOL - TWDB	TEXPOOL	na	1,191.75	0.00	0.15	1,191.90	1,191.75	1,191.90	0.15	0.0005
2711100008	TEXPOOL - BEDC PROJECT FUND	TEXPOOL	na	-	-	-	-	-	-	-	#DIV/0!
2711100009	TEXPOOL - AIRPORT	TEXPOOL	na	1,626,186.39	(0.01)	342.88	1,626,529.26	1,626,186.39	1,626,529.26	342.87	0.0008
2711100010	TEXPOOL - BEDC RESERVE	TEXPOOL	na	629,688.49	(0.00)	132.71	629,821.20	629,688.49	629,821.20	132.71	0.0008
2711100011	TEXPOOL - CAPITAL EQUIPMENT RESERVE	TEXPOOL	na	957,181.19	0.00	201.84	957,383.03	957,181.19	957,383.03	201.84	0.0008
2711100012	TEXPOOL - ELECTRIC RESERVE	TEXPOOL	na	442,101.46	(0.00)	93.23	442,194.69	442,101.46	442,194.69	93.23	0.0008
2711100013	TEXPOOL - PD BOND PROCEEDS	TEXPOOL	na	-	-	-	-	-	-	-	#DIV/0!
2711100014	TEXPOOL - SELF FUNDED EQUIPMENT	TEXPOOL	na	664,393.60	(0.00)	140.12	664,533.72	664,393.60	664,533.72	140.12	0.0008
2711100017	TEXPOOL - 2021 CO - CITY HALL	TEXPOOL	na	4,006,290.73	0.00	844.89	4,007,135.62	4,007,135.62			0.0008
2711100016	TEXPOOL - CLFRF AMERICAN RESCUE PLAN	TEXPOOL	na	793,753.70	0.00	167.38	793,921.08	793,753.70			0.0008
	SUBTOTAL - TEXPOOL			\$ 13,362,920.62	(0.01)	\$ 2,817.91	\$ 13,365,738.52	\$ 8,562,876.19	\$ 8,564,681.82	\$ 1,805.63	0.0008
143033000	US BANK LOAN		na	\$ 3,199.59	(0.00)	\$ 0.08	\$ 3,199.67	\$ 3,199.59	\$ 3,199.67	\$ 0.08	0.0001
82-0220-01-0	BANK OF TEXAS - TWDB #2		na	20,196.35	0.00	0.85	20,197.20	20,196.35	20,197.20	0.85	0.0002
	SUBTOTAL - OTHERS			\$ 23,395.94	\$ 0.00	\$ 0.93	\$ 23,396.87	\$ 23,395.94	\$ 23,396.87	\$ 0.93	0.0002
	TOTALS			\$ 21,766,233.83	\$ 577,265.59	\$ 3,585.32	\$ 22,363,294.32	\$ 8,586,272.13	\$ 8,588,078.69	\$ 1,806.56	0.0006
	PERFORMANCE MEASURES:				Benchmark	Actual					
		Avg Yield (Benchmark at 12/31/20)			0.1000%	0.0645%					
		Benchmark=90 day T-Bill Rate									
		WAM			Max 365						
		Diversification:									
		Other				0.10%					
		FSB				40.13%					
		TextPool			Max 100%	59.77%					

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
Patricia Langford, Finance Director

Stefani Wright
Stefani Wright, Senior Accountant

Date 4/19/2022

City of Burnet, Texas
Capital Projects
FYTD March 2022

GENERAL CAPITAL PROJECT FUND							
DESCRIPTION				CURRENT BUDGET 2021-2022	FYTD MAR ACTUAL EXPENSES	% complete	REMAINING BALANCE FOR 2021-2022
<u>CAPITAL PROJECTS:</u>							
INCODE 10 UPGRADE	ADMIN	46-1111-58397	\$	38,000	\$ 20,380	54%	\$ 17,620
CITY COMP PLAN/UTILITY MAPS	ADMIN	46-1111-58550		300,000	931	0%	299,069
SERVERS AND COMPUTERS	ADMIN	46-1111-58000		75,000	44,675	60%	30,325
NEW CITY HALL	ADMIN	46-1111-58810		5,000,000	64,977	1%	4,935,023
PD Tasers	POLICE	46-1600-58000		60,000	57,304	96%	2,696
PD Ticket Writers	POLICE	46-1600-58399		26,000	23,042	89%	2,958
REMODEL FD SUBSTATION	FIRE	46-1640-58489		100,000	38,735	39%	61,265
COVID EXPENSES	FIRE	46-1640-57030		50,000	97,583	195%	-
FIRE TRUCK	FIRE	46-1640-58000		650,000	7,554	1%	642,446
TASSPP ANNUAL FEE	FIRE	46-1640-54500		47,250	37,322	79%	-
STREETS	STREETS	46-1700-58700		400,000	274,153	69%	125,847
TRACKED SKID STEER - STREETS	STREETS	46-1700-58000		140,000	-	0%	140,000
LOADER - STREETS	STREETS	46-1700-58000		175,000	-	0%	175,000
DE-ICING EQUIP STREETS	STREETS	46-1700-58000		30,000	20,921	70%	9,079
PARK IMPROVEMENTS	PARKS	46-1800-58800		100,000	-	0%	100,000
COMMUNITY CENTER IMPROVEMENTS	PARKS	46-1800-58800		100,000	-	0%	100,000
DOWNTOWN RESTROOMS	PARKS	46-1800-58400		100,000	-	0%	100,000
GHRC IMPROVEMENTS	GHRC	46-1813-58478		50,000	-	0%	50,000
GHRC TEEN CENTER	GHRC	46-1813-58461		20,000	-	0%	20,000
TOTAL				\$ 7,461,250	\$ 687,577	9%	\$ 6,811,328

BALANCE TO BE FUNDED FROM:		
OPERATING RESERVES	OTHER SOURCES	TOTAL
\$ 17,620	\$ -	\$ 17,620
299,069		299,069
30,325		30,325
-	4,935,023	4,935,023
2,696		2,696
2,958		2,958
61,265		61,265
-		-
-	642,446	642,446
-		-
125,847		125,847
140,000		140,000
175,000		175,000
9,079		9,079
100,000		100,000
100,000		100,000
100,000		100,000
50,000		50,000
20,000		20,000
\$ 1,233,859	\$ 5,577,469	\$ 6,811,328

GOLF COURSE CAPITAL PROJECT FUND							
DESCRIPTION				CURRENT BUDGET 2021-2022	FYTD MAR ACTUAL EXPENSES	% complete	REMAINING BALANCE FOR 2021-2022
<u>CAPITAL PROJECTS:</u>							
CLUB HOUSE IMPROVEMENTS			\$	250,000	\$ 65,802	26%	\$ 184,198
OTHER IMPROVEMENTS				370,000	-	0%	370,000
				\$ 620,000	\$ 65,802	\$ 0	\$ 554,198

BALANCE TO BE FUNDED FROM:		
OPERATING RESERVES	OTHER SOURCES	TOTAL
\$ 184,198	\$ -	\$ 184,198
-	370,000	370,000
\$ 184,198	\$ 370,000	\$ 554,198

ELECTRIC CAPITAL PROJECT FUND							
DESCRIPTION				CURRENT BUDGET 2021-2022	FYTD MAR ACTUAL EXPENSES	% complete	REMAINING BALANCE FOR 2021-2022
<u>CAPITAL PROJECTS:</u>							
SOFTWARE - ELSTER UPGRADES			\$	55,000	\$ 8,572	16%	\$ 46,428
SCADA/RECLOSES				100,000	-	0%	100,000
DEVELOPMENT PROJECTS				150,000	19,389	13%	130,611
				\$ 305,000	\$ 27,961	\$ 0	\$ 277,039

BALANCE TO BE FUNDED FROM:		
OPERATING RESERVES	OTHER SOURCES	TOTAL
\$ 46,428	\$ -	\$ 46,428
100,000	-	100,000
55,611	75,000	130,611
\$ 202,039	\$ 75,000	\$ 277,039

W/WW CAPITAL PROJECT FUND							
DESCRIPTION				CURRENT BUDGET 2021-2022	FYTD MAR ACTUAL EXPENSES	% complete	REMAINING BALANCE FOR 2021-2022
<u>CAPITAL PROJECTS:</u>							
CAMERA TRUCK	45-4210-58000		\$	225,000	226,500	101%	\$ -
VAC TRUCK	45-4210-58000			450,000	-	0%	450,000
GENERATORS - WATER FUND BAL	45-4210-58000			200,000	7,317	4%	192,683
GENERATORS - WATER IMPACT FEES	45-4210-58000			300,000	-	0%	300,000
FACILITY UPGRADES FOR ZEBRA MUSSELS	45-4200-58400			50,000	-	0%	50,000
HWY 29 WATER LINE EXT	45-4210-58600			100,000	2,747	3%	97,253
VFW SEWER UPGRADE	45-4210-58800			30,000	-	0%	30,000
RANCH LIFT STATION UPGRADE	45-4210-58800			100,000	-	0%	100,000
RISK AND RESILIANCE STUDY	45-4200-58551			30,000	-	0%	30,000
WATER SYSTEM IMPROVEMENTS	45-4200-58880			10,000	-	0%	10,000
TRANSFER OUT WW IMPACT FEES	45-4210-59042			75,000	-	0%	75,000
				\$ 1,570,000	\$ 236,564	15%	\$ 1,334,936

BALANCE TO BE FUNDED FROM:		
OPERATING RESERVES	OTHER SOURCES	TOTAL
\$ -	\$ -	\$ -
450,000	-	450,000
192,683	-	192,683
-	300,000	300,000
-	50,000	50,000
97,253	-	97,253
30,000	-	30,000
100,000	-	100,000
30,000	-	30,000
-	10,000	10,000
-	75,000	75,000
\$ 899,936	\$ 435,000	\$ 1,334,936

City of Burnet, Texas
Capital Projects
FYTD March 2022

AIRPORT CAPITAL PROJECT FUND					
DESCRIPTION		CURRENT BUDGET 2021-2022	FYTD MAR ACTUAL EXPENSES	% complete	REMAINING BALANCE FOR 2021-2022
<u>CAPITAL PROJECTS:</u>					
RAMP GRANT	47-2310-53300	\$ 100,000	\$ 68,952.45	69%	\$ 31,048
C/O EQUIPMENT - JET TUG AND GPU	47-2300-58000	75,000	-	0%	75,000
CAPITAL OUTLAY	47-2300-58174	200,000	-	0%	200,000
C/O BLDG & FACILITY - JET HANGAR	47-2300-58400	1,000,000	2,196	0%	997,804
C/O LAND - DECEL LANE	47-2300-58500	90,000	-	0%	90,000
FUTURE PLAN	47-2300-58550	20,000	-	0%	20,000
		<u>1,485,000</u>	<u>71,148</u>	<u>5%</u>	<u>\$ 1,413,852</u>

BALANCE TO BE FUNDED FROM:		
OPERATING RESERVES	OTHER SOURCES	TOTAL
\$ -	\$ 31,048	\$ 31,048
-	75,000	75,000
-	200,000	200,000
-	997,804	997,804
-	90,000	90,000
-	20,000	20,000
<u>\$ -</u>	<u>\$ 1,413,852</u>	<u>\$ 1,413,852</u>

TOTAL CAPITAL/OTHER PROJECTS					
		CURRENT BUDGET 2021-2022	FYTD MAR ACTUAL EXPENSES	% complete	REMAINING BALANCE FOR 2021-2022
TOTAL CAPITAL/OTHER PROJECTS		\$ 11,441,250	\$ 1,089,052	10%	\$ 10,391,353
TRANSFER TO CAP EQUIP RESERVES		-	-	0%	-
TOTAL CAPITAL/OTHER		<u>\$ 11,441,250</u>	<u>\$ 1,089,052</u>	<u>10%</u>	<u>\$ 10,391,353</u>

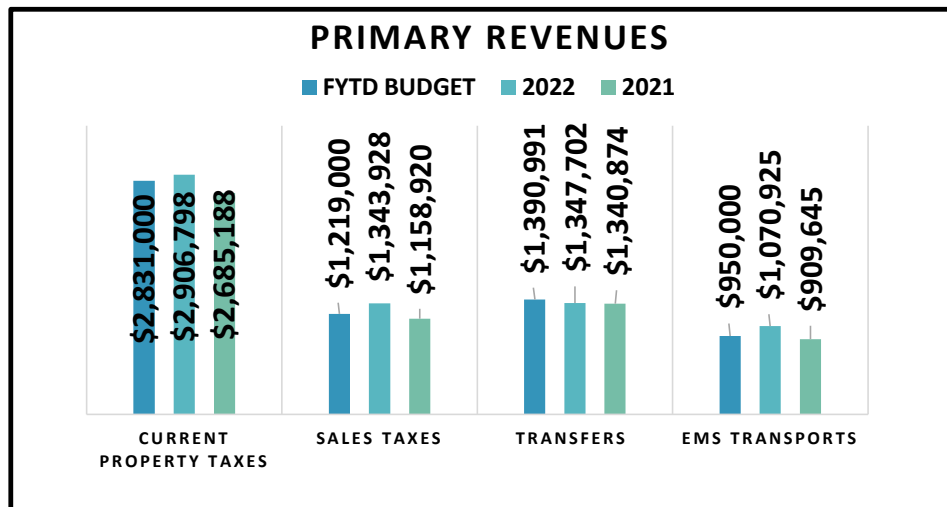
BALANCE TO BE FUNDED FROM:		
OPERATING RESERVES	OTHER SOURCES	TOTAL
\$ 2,520,033	\$ 7,871,321	\$ 10,391,353
-	-	-
<u>\$ 2,520,033</u>	<u>\$ 7,871,321</u>	<u>\$ 10,391,353</u>

City of Burnet Financial Report YTD March 31, 2022

FY 2022

General Fund

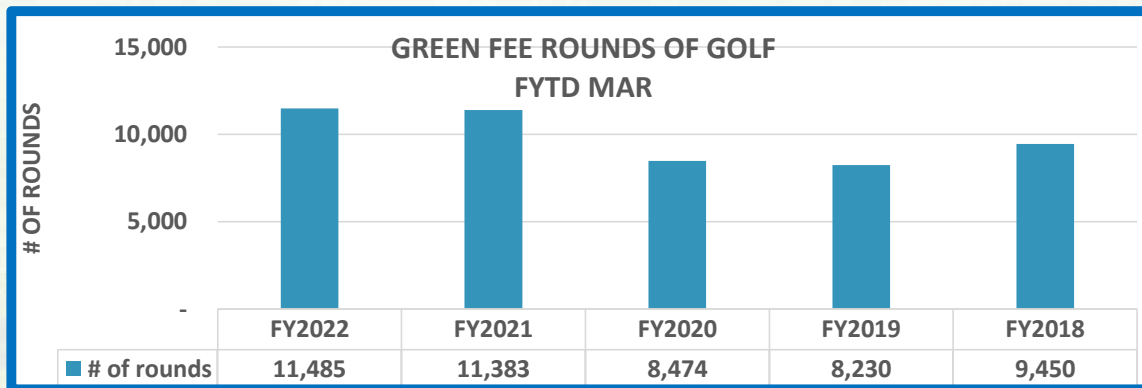
	Annual Budget	Actual FYTD Mar 2022	% of Budget
Revenues	\$13,098,563	\$8,214,925	63%
Expenses	12,641,112	6,175,698	49%
Profit(Loss)	\$457,451	\$2,039,226	



- Revenues – tracking above budget at 63%
 - **Property Tax Collections**
Equal to 98% of budget: Increased \$222,000 over prior year
 - **Sales Tax Collections**
Increased \$185,000 over prior year, above budget by \$125,000
 - **Transfers In**
Increased \$7,000 over prior year, on track with budget
 - **EMS Transport Revenues**
Increased \$161,000 over prior year, above budget by \$121,000
- Expenses – on track for the period at 49%

Golf Fund

	Annual Budget	Actual FYTD Mar 2022	% of Budget
Revenues	\$1,470,651	\$912,901	62%
Expenses	1,562,218	761,515	49%
Profit(Loss)	\$(91,567)	\$151,385	



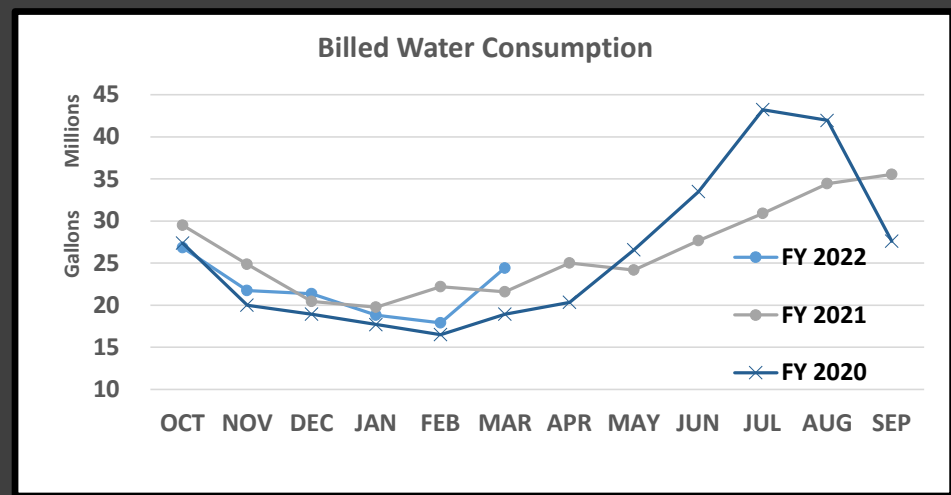
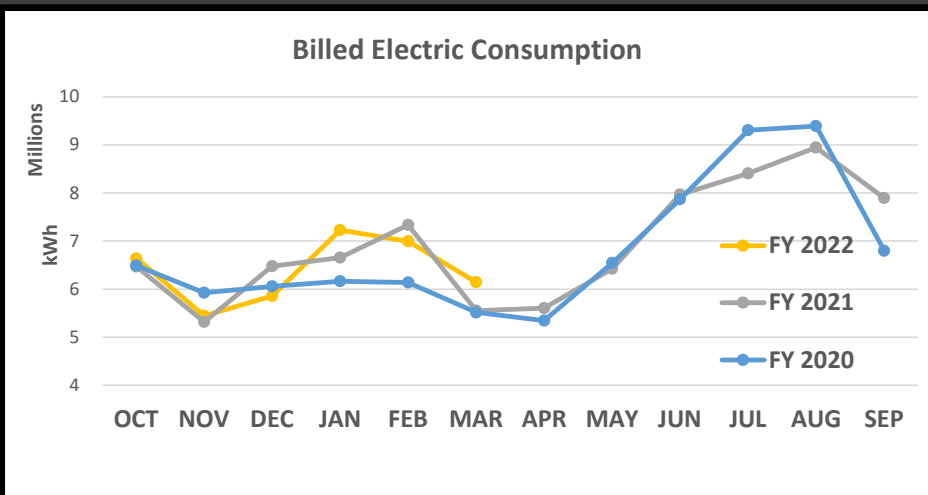
Current Year - Rev per Round **\$37.43**

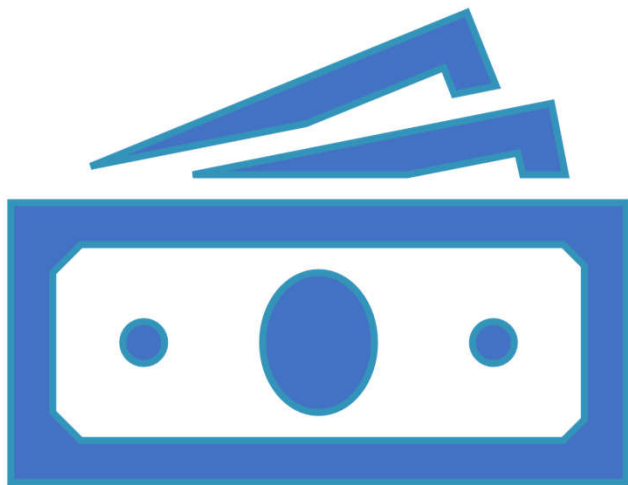
Prior Year - Rev per Round **\$32.11**

Utility Funds

ELECTRIC FUND	Annual Budget	Actual FYTD Mar 2022	% of Budget
Revenues	\$4,034,144	\$1,861,847	46%
Expenses	3,635,322	1,690,121	46%
Profit(Loss)	\$398,822	\$171,726	

WATER FUND	Annual Budget	Actual FYTD Mar 2022	% of Budget
Revenues	\$4,500,420	\$2,122,898	47%
Expenses	4,039,275	1,774,573	44%
Profit(Loss)	\$461,145	\$348,325	





Unrestricted Cash Balance March 31, 2022

Unrestricted Cash	\$ 8,776,760
Less 90-day Reserve	<u>4,222,000</u>
Unrestricted Cash Over Reserve	<u>\$ 4,554,760</u>

*Note: \$2,520,000 remaining to be spent from
unrestricted cash reserves for capital projects this year.*

Questions?



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

On this the 12th day of April, 2022, the City Council of the City of Burnet convened in a special called Workshop Session, at 5:00 p.m. in 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	Crista Goble Bromley
Council Members	Mary Jane Shanes, Ricky Langley, Joyce Laudenschlager, Philip Thurman, Cindia Talamantez
Absent	Danny Lester,
City Manager	David Vaughn
City Secretary	Kelly Dix

Guests: Habib Erkan, Adrienne Feild, Leslie Kimbler, Kevin Payne, Shawn Nelson, Luke Allen, Brian Gradison

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

DISCUSS AND REVIEW:

Request for annexation or water service without annexation for the 69 acre Tarbet Tract located at the corner of 281 North and County Road 108: H. Erkan: Assistant City Manager, Habib Erkan reviewed with all present that the City staff has continued to work with Lennar Homes pertaining to the possible build out on the Tarbet Tract located at the corner of County Road 108 and U.S. Highway 281. Only a small portion of the property is currently within the city limits, with the remainder within the city's extraterritorial jurisdiction. The electric service provider for that area is Pedernales Electric Cooperative. Staff is currently working with the Freese and Nichols Engineering Firm, the City Engineer, and the Public Works director to compile the needed information to review the project for feasibility. Luke Allen and Kevin Payne from Lennar Homes presented the updated development plan which changed the scope of the project from 181 homes on 60' lots to 80 homes on half acre lots with septic and they are no longer seeking annexation. Connection to the city water system is what is being sought by Lennar Homes to move forward with the project. Mr. Vaughn informed all present that staff was not prepared to make a recommendation at this time but was willing to continue to work with the Lennar to determine if the city should be willing to only provide water service to the property.

ADJOURN:

There being no further business the Workshop session was adjourned at 5:54 p.m.

ATTEST:

Crista Goble Bromley, Mayor

Kelly Dix, City Secretary

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

On this the 12th day of April, 2022, 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	Crista Goble Bromley
Council Members	Ricky Langley, Philip Thurman, Joyce Laudenschlager, Mary Jane Shanes, Cindia Talamantez
Absent	Danny Lester
City Manager	David Vaughn
City Secretary	Kelly Dix

Guests: Adrienne Feild, Habib Erkan, Brian Lee, Shawn Nelson, Luke Allan, Brian Gradison, Wade Langley, Dennis Langley, Mark Miller, Mark Ingram, Tony Nash, Patricia Langford, Andrew Scott, Leslie Kimbler, Jacob Thomas, Tamara Tinney, Devin Vyner, Kristen Key, Mr. Beardsley

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

INVOCATION: Led by Mayor Crista Goble Bromley

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

SPECIAL REPORTS/RECOGNITION:

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

Comprehensive Annual Financial Report:

Report on Internal Controls: Diana Ward of Jaynes, Reitmeier, Boyd & Therrell, PCP, reviewed the 2021 Comprehensive Annual Financial Report (CAFR) and audit review conducted by her firm. Ms. Ward reviewed the findings and report on internal controls. Ms. Ward stated the City operations showed no major findings and met compliance regulations. Mayor Bromley invited Patricia Langford, Director of Finance to the podium to be acknowledged for the City of Burnet Finance Department receiving a Certificate of Achievement and Excellence in Financial Reporting for the Combined Annual Financial Report.

Development Services Monthly Report: L. Kimbler: Leslie Kimber, Development Services, Planner 1, reviewed the department report to include number of residential and commercial permits issued for the month of March, 2022, the status of subdivisions under construction, and upcoming projects in the review stage of development.

Quarterly Electric Department Report: A. Scott: Andrew Scott, Electric Department Superintendent, provided all present with a department update report, to include the recent upgrades to the AMI Metering System with Elster and IPKeys, current status on the projected recloser deployment in June and that the Scada research is currently in progress. Mr. Scott also explained the process and expectations of the LCRA System study.

CONSENT AGENDA ITEMS:

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

Approval of the March 22nd, 2022 Regular City Council Meeting Minutes: Council Member Joyce Laudenschlager moved to approve the consent agenda as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

Per the request of the City Manager, Mayor Crista Goble Bromley moved the following action item to follow the consent items and allow for all interested parties to leave upon completion.

Discuss and consider action: Direction to Staff regarding a request for up to 85 Living Units Equivalent (LUE) of water service for a proposed half acre minimum lot size single family subdivision to be located north of the city limits and west of US Highway 281: H. Erkan: Council Member Mary Jane Shanes moved to direct the City Manager to continue to work with our Comprehensive Plan Consultants to analyze the costs and benefits of annexation or providing water service for this development and at a future meeting provide Council with sufficient

information to make an informed decision on this matter. Council Member Joyce Laudenschlager seconded. The motion carried unanimously.

PUBLIC HEARINGS/ACTION:

Public Hearing and Consideration of the following: Preliminary Plat Applications, Adoption and Amendments of the Zoning Ordinance, Future Land Use Plan and Zoning Classifications presented by Habib Erkan Jr., Assistant City Manager, Leslie Kimbler, City Planner, and Matt Imrie, Community Development Coordinator.

FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY LEGALLY DESCRIBED AS: 20.00 ACRES (INSIDE CITY LIMITS) OF LAND OUT OF THE TEXAS CENTRAL RAILWAY CO. SURVEY NO. 85, ABSTRACT NO. 1402 WITH HEAVY COMMERCIAL – DISTRICT “C-3” CLASSIFICATION: L. Kimbler: Leslie Kimbler, City Planner presented the item to Council to conduct the public hearing, discuss and take action on the first reading of Ordinance 2022-26.

Public Hearing: Mayor Bromley opened the public hearing at 6:24 p.m. and asked if anyone was interested in speaking, if so to approach the podium. Mr. David Beardsley, owner of the subject property approached and informed all present that the plan for the property was to build small office/warehouse type buildings that could be used for offices or storage for trades businesses like plumbers, electricians, and other contractors. There being no one else wishing to speak, Mayor Bromley closed the public hearing at 6:28

Consideration and action: Council Member Joyce Laudenschlager moved to approve the first reading of Ordinance No. 2022-26 as presented. Council Member Cindia Talamantez seconded. The motion carried unanimously.

FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING CITY OF BURNET CODE OF ORDINANCES, CHAPTER 98 (ENTITLED “SUBDIVISIONS”) BY AMENDING APPENDIX “A” (ENTITLED “PERMIT FEES”) TO SET FEES FOR APPLICATION REVIEWS BY THE STAFF CITY ENGINEER: H. Erkan: Habib Erkan, Assistant City Manager presented the item to Council to conduct the public hearing, discuss and take action on the first reading of Ordinance 2022-28.

Public Hearing: Mayor Bromley opened the public hearing at 6:29 p.m. and asked if anyone was interested in speaking, if so to approach the podium. Wade Langley, Langley Homes, approached the bench requesting clarification of consulting fees verses in house engineering fees. Mr. Erkan provided that clarification. There being no one else wishing to speak, Mayor Bromley closed the public hearing at 6:31

Consideration and action: Council Member Ricky Langley moved to approve the first reading of Ordinance No. 2022-28 as presented. Council Member Philip Thurman seconded. The motion carried unanimously.

ACTION ITEMS:

Discuss and consider action: Authorize and approve the purchase of a vehicle for the Public Works (PW) Director: E. Belaj: Council Member Cindia Talamantez moved to approve the purchase of a vehicle for the Public Works Department as presented. Council Member Joyce Laudenschlager seconded. The motion carried unanimously.

Discuss and consider action: Authorize and approve the purchase of Engineering software and survey equipment and authorize the City Manager or his designee to complete the purchase paperwork: E. Belaj: Council Member Joyce Laudenschlager moved to approve the purchase of Engineering software and survey equipment as presented and authorizing the City Manager or his designee to complete the purchase paperwork as needed. Council Member Cindia Talamantez seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, ("CITY") RESPONDING TO THE APPLICATION OF ATMOS ENERGY CORPORATION – MIDTEX DIVISION, TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM; SUSPENDING THE EFFECTIVE DATE OF THIS RATE APPLICATION FOR FORTY-FIVE DAYS; AUTHORIZING THE CITY TO CONTINUE TO PARTICIPATE IN A COALITION OF CITIES KNOWN AS THE "ATMOS TEXAS MUNICIPALITIES;" DETERMINING THAT THE MEETING AT WHICH THE RESOLUTION WAS ADOPTED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE: D. Vaughn: Council Member Mary Jane Shanes moved to approve Resolution R2022-31 as presented. Council Member Joyce Laudenschlager seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TX, AUTHORIZING THE BURNET POLICE DEPARTMENT TO APPLY FOR AND ACCEPT A SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (OPERATION SLOW DOWN) GRANT: B. Lee: Council Member Cindia Talamantez moved to approve Resolution R2022-32 as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TX, APPROVING AN AMENDMENT TO THE COMMERCIAL LEASE AGREEMENT BETWEEN THE CITY OF BURNET AND DANFORTH HOLDINGS, LTD., A TEXAS LIMITED PARTNERSHIP FOR THE PROPERTY KNOW AS BURNET CITY HALL LOCATED AT 1001 BUCHANAN DRIVE, BURNET, TX: Council Member Philip Thurman moved to approve Resolution R2022-33 as presented. Council Member Ricky Langley seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, PRELIMINARILY ACCEPTING PUBLIC STREET, WATER, WASTEWATER, AND ELECTRICAL IMPROVEMENTS CONSTRUCTED WITHIN THE WESTFALL VILLAGES PHASE TWO SUBDIVISION; AND APPROVING A LETTER OF CREDIT TO ASSURE THE MAINTENANCE OF THE INFRASTRUCTURE IMPROVEMENTS.: L. Kimbler: Council Member Mary Jane Shanes moved to approve Resolution R2022-34 as presented. Council Member Cindia Talamantez seconded. Mayor Bromley stated Council Member Ricky Langley had filed a Conflict of Interest Affidavit with the City Secretary and was recusing himself from this item. The motion carried unanimously.

Discuss and consider action: Accept resignation of Judge Jane Marie Hurst, Associate Judge for Burnet Municipal Court: T. Tinney: Council Member Joyce Laudenschlager moved to accept the resignation of Judge Jane Marie Hurst, Associate Judge for Burnet Municipal Court as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, ASSIGNING A MUNICIPAL COURT ASSOCIATE JUDGE TO SERVE IN THE ABSENCE OF THE PRESIDING JUDGE: T. Tinney: Council Member Cindia Talamantez moved to approve Resolution R2022-35 as presented. Council Member Joyce Laudenschlager seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING A PUBLIC UTILITY EASEMENT FROM H. E BUTTS GROCERY COMPANY AND AUTHORIZING THE MAYOR TO EXECUTE SAID INSTRUMENT ON BEHALF OF THE CITY: H. Erkan: Council Member Mary Jane Shanes moved to approve Resolution R2022-36 as presented. Council Member Cindia Talamantez seconded. The motion carried unanimously.

Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING THE CODE OF ORDINANCES CHAPTER 21 (ENTITLED "SIGN REGULATIONS AND STANDARDS") SECTION 21-1 (ENTITLED "DEFINITIONS") BY ADDING A DEFINITION FOR "CITY PROPERTY" AND SECTION 21-12 (ENTITLED PROHIBITED SIGNS") BY PROHIBITING UNAUTHORIZED SIGNS TO BE PLACED ON CITY PROPERTY AND AUTHORIZING THE REMOVAL OF CERTAIN PROHIBITED SIGNS: H. Erkan: Council Member Philip Thurman moved to approve the first reading of Ordinance 2022-27 as presented. Council Member Ricky Langley seconded. The motion carried unanimously.

Discuss and consider action: Direction to Staff regarding delegation of authority to the City Manager to accept easements on behalf of the City: H. Erkan: No action taken.

Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS DELEGATING AUTHORITY TO THE CITY MANAGER TO EXECUTE AND TERMINATE AIRPORT AIRCRAFT STORAGE LEASES: A. Field: Council Member Mary Jane Shanes moved to approve Resolution R2022-37 as presented. Council Member Joyce Laudenschlager seconded. The motion carried unanimously.

Discuss and consider action: Appointment of City Council Member(s) to the Review Committee for RFP 2022-002 for a Fixed Based Operator for the Burnet Municipal Airport: A. Feild: Mayor Crista Goble Bromley called for volunteers to serve on the RFP 2022-002 Fixed Base Operator review committee. Council Members Shanes, Thurman and Langley volunteered. Council Member Mary Jane Shanes made a motion to appoint Council

Members Philip Thurman, Mary Jane Shanes, and Ricky Langley to serve on the RFP2022-002 Fixed Base Operator review committee. Council Member Joyce Laudenschlager seconded. The motion carried unanimously. Discuss and consider action: Award Request for Proposal (RFP) 2022-004 Woodlands Street Rehab bid and authorize the City Manager to execute the contract: E. Belaj: Council Member Mary Jane Shanes moved to award the bid for RFP2022-004 Woodlands Street Rehab to Bennett Paving. Council Member Joyce Laudenschlager seconded. The motion carried unanimously.

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

ADJOURN: There being no further business a motion to adjourn was made by Council Member Mary Jane Shanes at 7:21 p.m. Seconded by Council Member Joyce Laudenschlager. The motion carried unanimously.

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary



Administration

ITEM 3.1

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

Agenda Item Brief

Meeting Date: April 26, 2022

Agenda Item: 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

Background:

Information To be provided in Session.

Fiscal Impact

Recommendation: To be determined by Council.



Administration

ITEM 4.1

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

Agenda Item Brief

Meeting Date: April 26, 2022

Agenda Item: Discuss and consider action: Direction to Staff as discussed in Executive Session: D. Vaughn

Background:

Information

Fiscal Impact

Recommendation: To be determined by Council.



Development Services

ITEM 4.2

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

Public Hearing and Action Item

Meeting Date: April 26, 2022

Agenda Item: Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY LEGALLY DESCRIBED AS: 20.00 ACRES (INSIDE CITY LIMITS) OF LAND OUT OF THE TEXAS CENTRAL RAILWAY CO. SURVEY NO. 85, ABSTRACT NO. 1402 WITH HEAVY COMMERCIAL – DISTRICT “C-3” CLASSIFICATION: L. Kimbler

Background: The property is an undeveloped property located along State Highway 29 East abutting the city limits and the railroad. The property is 20 acres out of a 40 acre tract. The property was annexed into the city limits in 2002 and at that time was assigned Single-Family Residential – District “R-1” zoning.

Information: The applicant is requesting to rezone the property to Heavy Commercial – District “C-3” to allow for the development of “flex space” units that would allow tenants to operate a garage/shop with an office space in each of the units.

District “C-3” (Heavy Commercial) is governed by Section 118-47 and allows for intense commercial uses and transportation services. Some of the allowable uses for this district include automobile repair or retail service station and garage; carpentry, painting, plumbing or tinsmiths shop; heavy machinery sales, storage and service; lumber yards and building materials storage yards; wood yards.

Properties zoned District “C-3” must be a minimum of 15,000 square feet and have a minimum lot width of 100 feet; this property, being 20 acres, does meet the minimum requirement for square footage as well as the minimum lot width.

The property is outside of the City of Burnet's electrical CCN and therefore will be served by PEC. The property is also approximately 2 miles (over 10,500 linear feet) from the nearest available water line and over 2.3 miles (over 12,300 linear feet) from the nearest wastewater service by the City of Burnet. The applicant will need to appeal to Council to request to construct an alternative means for water and wastewater as per Sec. 98-44(c) of the City of Burnet's Code of Ordinances.

There have been no changes to Ordinance 2022-26 since the first reading on April 12, 2022.

Staff Analysis: The Future Land Use Map (Exhibit B) designation for the area is Commercial. The request for the Commercial designation is appropriate.

Properties adjacent to the subject property are zoned as follows:

	North	South	East	West
Zoning	ETJ	ETJ	"R-1"	"R-1"
FLUM	Industrial	Commercial	Commercial	Commercial
Land Use	Vacant/Railroad	Commercial	Residential	Vacant

Public Notification: A Notice of Public Hearing was published in the Burnet Bulletin on March 23, 2022, and written notices were mailed to four (4) surrounding property owners within 200 feet of the subject property. There have been zero responses in favor and zero responses in opposition.

P&Z Report P&Z conducted a public hearing at its regularly scheduled meeting, on April 4, 2022, and recommended approval of the requested zone change.

Recommendation: Approve and adopt Ordinance 2022-26 as presented.

Exhibit "A"
Location & Current Zoning Map

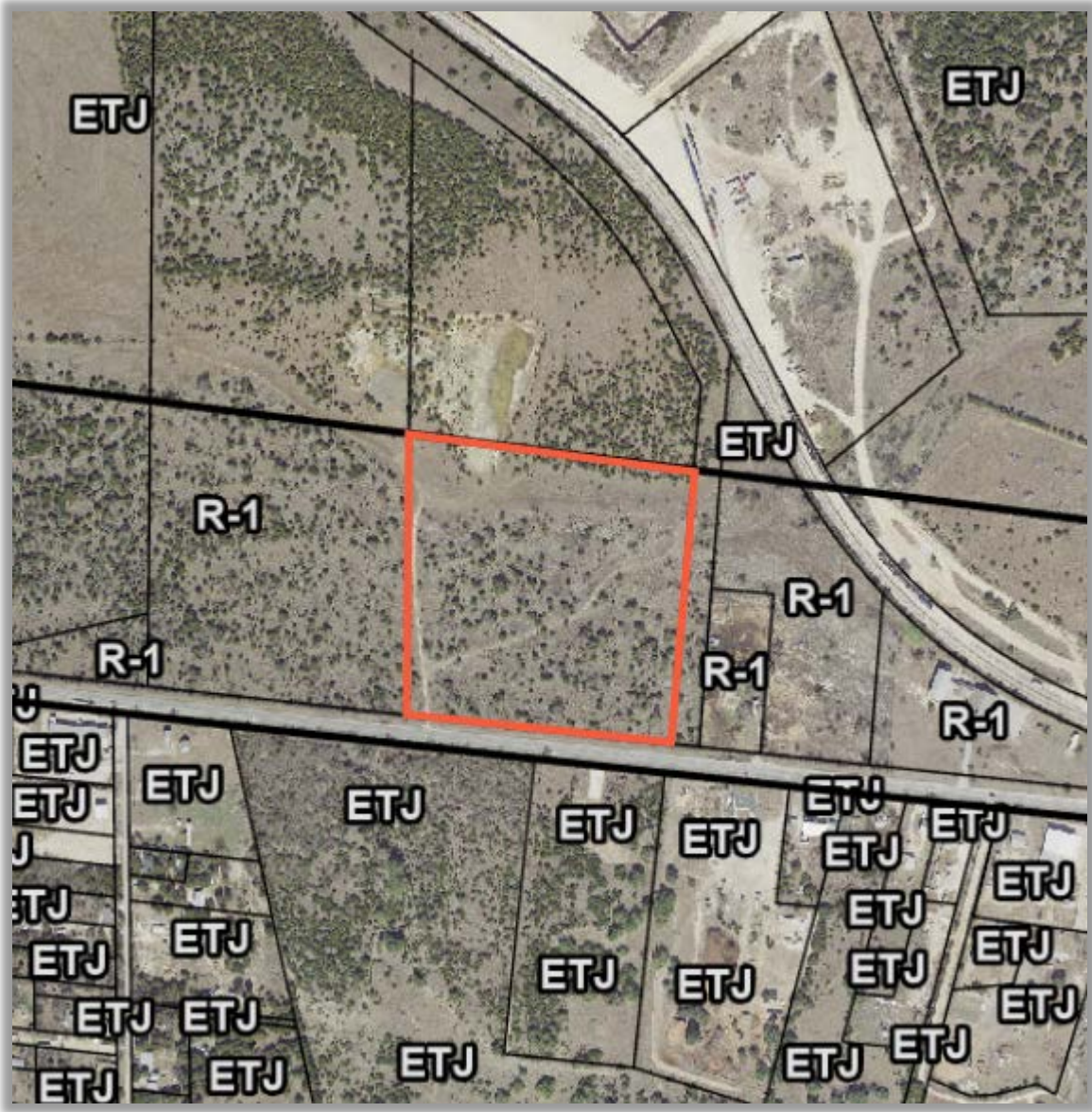
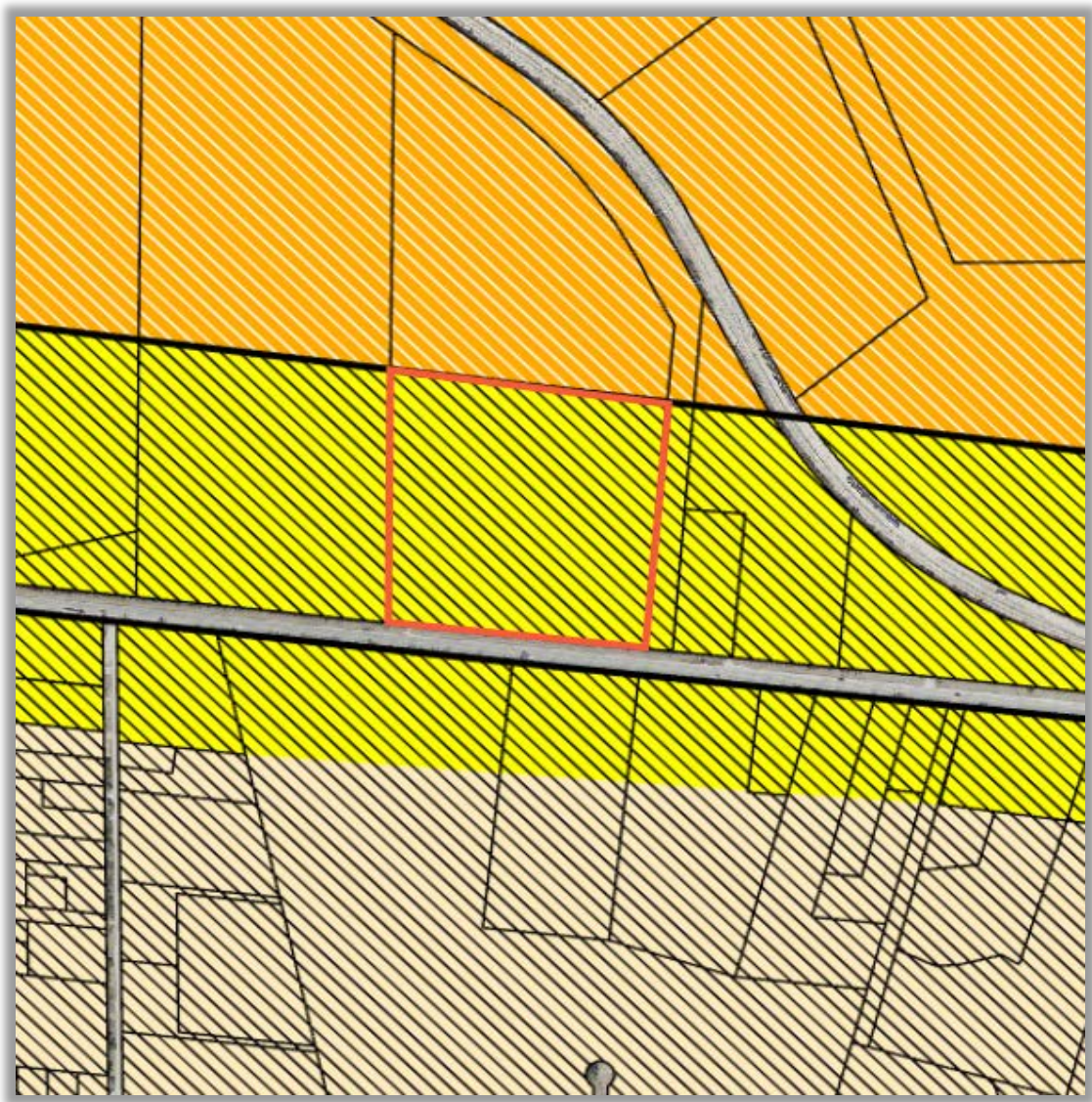


Exhibit "B"
Future Land Use Map



Government



Commercial



Residential



Industrial

ORDINANCE NO. 2022-26

AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY LEGALLY DESCRIBED AS: 20.00 ACRES (INSIDE CITY LIMITS) OF LAND OUT OF THE TEXAS CENTRAL RAILWAY CO. SURVEY NO. 85, ABSTRACT NO. 1402 WITH HEAVY COMMERCIAL – DISTRICT “C-3” CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council, by the passage and approval of Ordinance No. 2021-001, affixed the zoning classifications for each and every property located within the city in accordance with the Official Zoning Map as approved with said ordinance; and

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

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

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

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

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

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

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

Section two. Property. The Property that is the subject to this Zoning District Reclassification is generally located at Legal Description: 20.00 ACRES (INSIDE CITY

LIMITS) OF LAND OUT OF THE TEXAS CENTRAL RAILWAY CO. SURVEY NO. 85, ABSTRACT NO. 1402 as shown on **Exhibit “A”** hereto.

Section three Zoning District Reclassification. Heavy Commercial – District “C-3” Zoning District Classification is hereby assigned to the Property described in section two.

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

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

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

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

PASSED First Reading on the 12TH day of April 2022

PASSED AND APPROVED on this the 26TH day of April 2022.

CITY OF BURNET, TEXAS

Crista Goble Bromley, Mayor

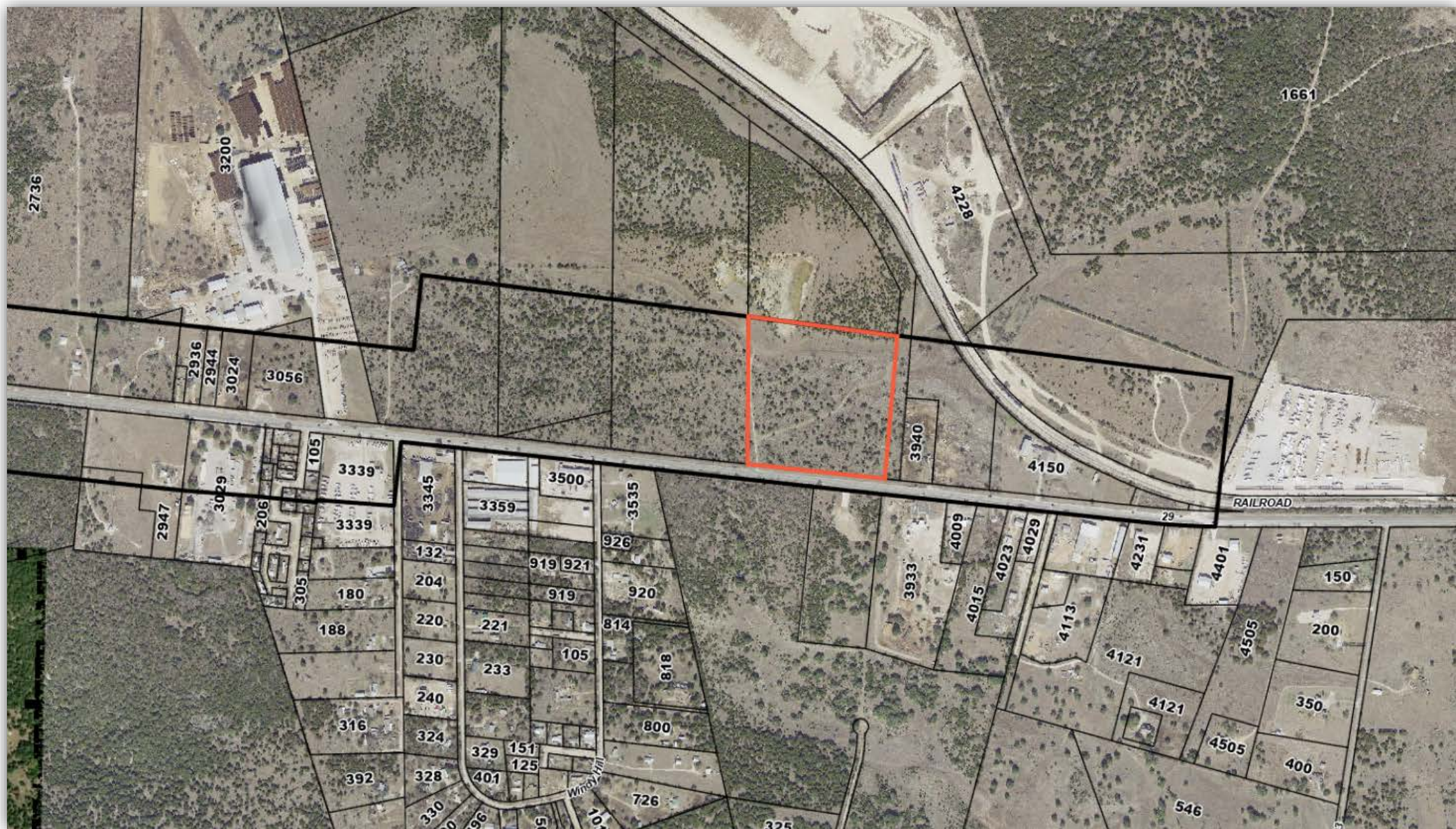
ATTEST:

Kelly Dix, City Secretary

Exhibit "A"
Location



SECOND READING OF AN ORDINANCE OF THE CITY COUNCIL OF
BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE
OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY
LEGALLY DESCRIBED AS: 20.00 ACRES (INSIDE CITY LIMITS) OF
LAND OUT OF THE TEXAS CENTRAL RAILWAY CO. SURVEY NO. 85,
ABSTRACT NO. 1402 WITH HEAVY COMMERCIAL – DISTRICT “C-3”
CLASSIFICATION



	North	South	East	West
Zoning	ETJ	ETJ	"R-1"	"R-1"
FLUM	Industrial	Commercial	Commercial	Commercial
Land Use	Vacant/Railroad	Commercial	Residential	Vacant

The Future Land Use Map designation for the area is Commercial. The proposed zoning is appropriate for this area.

Information:

- Current Zoning:
Single-Family Residential – "R-1"
- Requested Zoning:
Heavy Commercial – District "C-3"

Allow for the development of "flex space" units that would allow tenants to operate a garage/shop with an office space in each of the units.

District "C-3" allows automobile repair or retail service station and garage; carpentry, painting, plumbing or tinsmiths' shop; heavy machinery sales, storage and service; lumber yards and building materials storage yards; wood yards

**Recommend approval
Ordinance 2022-26
as presented.**



Community Development

ITEM 4.3

Habib Erkan Jr.
Assistant City Manager
512-715-3201
herkan@cityofburnet.com

Action item

Meeting Date: April 26, 2022

Agenda Item: Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING THE CODE OF ORDINANCES CHAPTER 21 (ENTITLED "SIGN REGULATIONS AND STANDARDS") SECTION 21-1 (ENTITLED "DEFINITIONS") BY ADDING A DEFINITION FOR "CITY PROPERTY" AND SECTION 21-12 (ENTITLED "PROHIBITED SIGNS") BY PROHIBITING UNAUTHORIZED SIGNS TO BE PLACED ON CITY PROPERTY AND AUTHORIZING THE REMOVAL OF CERTAIN PROHIBITED SIGNS: H. Erkan

Background: The unauthorized placement of political and commercial signs on the City's public rights-of-way and public places are a blight on the aesthetics of the community. City Code Sec. 21-12, expressly prohibits the placement of non-governmental signs in the public rights-of-way. Texas Transportation Code Chapter 392 Subchapter B prohibits such signs on the public rights-of-way. Moreover, § 392.033, therein authorizes the summary removal of such signs from the rights-of-way by the Texas Department of Transportation.

Information: This ordinance recodifies City Code Sec. 21-12, to authorize the summary removal of unauthorized signs in the public rights-of-way in the same manner as Tex. Transp. Code § 392.032. This ordinance also prohibits the placement of unauthorized signs on City property.

It should be noted that sign copy is a form of protected speech. Therefore, it is important that this regulation be content neutral. Additionally, as to signs on public property, Council should be aware that allowing any messaging, other than governmental messaging can inadvertently create a public forum. Therefore, the regulation as drafted is a blanket prohibition against the placement of non-governmental signs in the rights-of-way with no carve out for religious, community or similar messages.

There have been no changes to Ordinance 2022-27 since the first reading on April 12, 2022.

Fiscal Impact There is no anticipated fiscal impact with passage of this Ordinance.

Recommendation: Approve and adopt Ordinance No. 2022-27 as presented.

ORDINANCE NO. 2022-27

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING THE CODE OF ORDINANCES CHAPTER 21 (ENTITLED “SIGN REGULATIONS AND STANDARDS”) SECTION 21-1 (ENTITLED “DEFINITIONS”) BY ADDING A DEFINITION FOR “CITY PROPERTY” AND SECTION 21-12 (ENTITLED “PROHIBITED SIGNS”) BY PROHIBITING UNAUTHORIZED SIGNS TO BE PLACED ON CITY PROPERTY AND AUTHORIZING THE REMOVAL OF CERTAIN PROHIBITED SIGNS; PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, City Council is authorized to license, regulate, control, or prohibit the erection of signs and billboards within its corporate boundaries and its extraterritorial jurisdiction pursuant to Texas Local Government Code Section 216.901(a), its inherent power and authority as a home rule municipality, and the constitution and laws of this state; and

WHEREAS, on the ninth day of February, 2021, City Council adopted Ordinance No. 2021-04 codifying the City’s sign regulations in Chapter 21 of the City Code; and

WHEREAS, the property located at 118 E Polk St was acquired as the site for new City Hall Campus; and

WHEREAS, to protect the City Hall Campus site and other City properties from being blighted by commercial and political signs, City Council deems it appropriate to prohibit all such signage from such public property; and

WHEREAS, in order to protect the aesthetics of the City and the health, safety and welfare of its citizens from signage, blight City Council deems it appropriate to authorize the summary action to remove such signs placed on the public rights-of-way or City Property and

WHEREAS, City Council directs the regulations codified by this Ordinance in a content neutral manner; and

WHEREAS, City Council, finds, determines, and declares that publication of notice of this Ordinance, as required by Section 3.14 of the City Charter and the laws of the State of Texas, was made by the City Secretary within the period prescribed by Section 3.14; and.

WHEREAS, City Council, finds, determines, and declares that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given as required by Chapter 551 of the Texas Government Code.

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

Section one. Findings. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

Section two. Code Amendment. The Code of Ordinances of the City of Burnet, Chapter 21 (entitled "*sign regulations and standards*") Section 21-1 (entitled "definitions") is hereby amended by adding the term "City Owned Property" follows:

City Owned Property. Real property for which the City, or any sub-corporation of the City, is the owner.

Section three. Code Amendment. The Code of Ordinances of the City of Burnet, Chapter 21 (entitled "*sign regulations and standards*") Section 21-12 (entitled "*prohibited signs*") is hereby amended by recodifying the existing language, and adding the language that is underlined (underlined) and deleting the language that is stricken (~~stricken~~), as follows:

Sec. 21-12. Prohibited signs.

The following devices and locations are specifically prohibited within the city limits and extraterritorial jurisdiction:

(a) Prohibited signs subject to criminal penalty pursuant to Sec. 1-6 of this Code are as follows:

- (1) Cloth, paper, soft plastic or similar advertising signs or devices other than in rigid frames as provided herein except those intended as temporary signs, or as provided by subsection (~~75~~) of this section.
- (2) Signs that blink, flash, or are animated by lighting in any fashion that would cause such signs to have the appearance of traffic safety signs and lights, or municipal vehicle warnings from a distance, as determined by the code official.
- (3) Portable signs except as allowed for temporary signs.
- (4) Any sign attached to, or placed on, a vehicle or trailer parked on public or private property. The prohibition of this section does not prohibit the identification of a firm or its principal products on a vehicle operating during the normal course of business or being taken home.
- (5) Pennants, banners, and private flags bearing any logo, product name, business name or other advertising, and balloons, except those temporarily attached to automobiles or temporarily displayed as part of a special sale, promotion, or community event. For the

purposes of this section, "temporary" means no more than 60 days in any calendar year.

- (6) Billboards in any zone other than the I-1 and I-2 zoning districts.
- (7) Blimps, dirigibles, or other large balloon-like devices filled with lighter than air gases utilized as signage.

(b) Prohibited signs subject to criminal penalty pursuant to Sec. 1-6 of this Code and removal under this Section are as follows:

- (1) Signs located in such a manner as to obstruct or otherwise interfere with an official traffic sign, signal or device or obstruct or interfere with a driver's view of approaching, merging, or intersecting traffic.
- (2) Except as provided for elsewhere in this section, signs encroaching upon or overhanging public rights-of-way. No sign shall be attached to any utility pole, light standard, street, tree, or any other public facility located within the public right-of-way.
- (3) Signs placed on City Owned Property without prior written authorization of the City Council or the City Manager. It is the expressed intention of City Council that City Owned Property not become a "Public Forum;" and therefore, signs expressing a political viewpoint or supporting or opposing a specific candidate shall be prohibited on City Owned Property.

(c) Summary removal of prohibited signs.

- (1) The City, without prior notice to the owner of the sign, may remove a sign that is placed or maintained in violation of Section 21.12(b), above.
- (2) If the owner's identity and mailing address are displayed on the sign or are otherwise reasonably ascertainable, the City shall notify the owner in writing that the sign:
 - (A) has been removed; and
 - (B) may be disposed of unless the owner claims the sign on or before the 10th day after the removal date.
- (3) If the owner of the sign does not claim the sign on or before the 10th day after the removal date, the City may dispose of the sign.

Note. State law reference. Tex. Transp. Code§ 392.033

Section four. Penalty. A violation of this ordinance is unlawful and subject to penalty as prescribed in City Code of Ordinances Sec. 1-6 (entitled "*general penalty*").

Section five. Cumulative. This ordinance shall be cumulative of all provisions of all ordinances and codes, or parts thereof, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event section five shall apply.

Section six. Repealer. All ordinances and codes, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

Section seven. Severability. Pursuant to Code of Ordinances of the City of Burnet, Section 1-7, if any provision, section, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid or unenforceable, the validity of the remaining portions of this Ordinance or its application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the city council in adopting, and of the mayor in approving this Ordinance, that no portion of this Ordinance, or provision or regulation contained in this Ordinance, shall become inoperative or fall by reason of any unconstitutionality or invalidity of any other portion, provision or regulation.

Section eight. Publication. The publishers of the City Code of Ordinances are authorized to amend said Code to reflect the changes adopted herein and to correct typographical errors and to format and number paragraphs to conform to the existing Code.

Section ten. Effective Date. This Ordinance shall be effective upon the date of final adoption hereof and shall apply to all applications for extension of electric service submitted after the effective date save and except for those applications for subdivision plats that have construction plans approved before the effective date.

The remainder of this page is intentionally blank, and the signature page follows.

Passed on first reading on the 12th day of April, 2022

Passed, Approved and Adopted to be Effective on second reading the 26th day of April, 2022

CITY OF BURNET

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary



Community Development

ITEM 4.4

Habib Erkan Jr.
Assistant City Manager
512-715-3201
herkan@cityofburnet.com

Action Item

Meeting Date: April 26, 2022

Agenda Item: Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING CITY OF BURNET CODE OF ORDINANCES, CHAPTER 98 (ENTITLED "SUBDIVISIONS") BY AMENDING APPENDIX "A" (ENTITLED "PERMIT FEES") TO SET FEES FOR APPLICATION REVIEWS BY THE STAFF CITY ENGINEER: H. Erkan

Background: Review of many subdivision permit applications requires the expertise of a license civil engineer. Historically the City has engaged a consulting engineer to review permit applications. The consulting engineers invoice the City for the service and this costs is passed on to the permit applicant. Recently the City has appointed a City Engineer to the staff. The City Engineer shall be reviewing applications that previously were referred to a consulting firm.

Information: This ordinance amends the permit fee schedule to address the City Engineer's role in the permit review process. As the City Engineer will not be invoicing the City for such reviews the schedule assigns a fix fee for his review, based on the average time for such reviews and his hourly compensation. The schedule includes a fee for consulting engineer review to address situations where the City Engineer, due to workload or other factors, needs to review the application out. That fee includes the actual invoice costs plus 15% to cover the costs of the City Engineer's management of the consulting engineer's review.

There have been no changes to Ordinance 2022-28 since the first reading on April 12, 2022.

Fiscal Impact This ordinance is in accordance with City policy to set permit fees at a rate that substantially covers the costs of the services provided. In setting the fees staff was sensitive to costs developers currently pay

compared to costs for the on-staff city engineer to review projects. Below are costs comparisons for five recent projects. The cumulative fees paid equals \$23,915.42; and the cumulative fees that would have been paid if the on-staff engineer reviewed the projects is \$25,070.00.

Westfall Villages Preliminary Plat (Ph 1 & 2)

	Jones & Carter	New City Fees
Application (51 lots)	\$1010.00	\$1010.00
1st Review	\$545.00	\$1,880.00
2nd Review	\$986.25	
total:	\$2,541.25	\$2,890.00

Westfall, Phase One Construction Documents

	Jones & Carter	New City Fees
Application	\$400.00	\$400.00
1st Review	\$1,155.00	\$3,000.00
2nd Review	\$1,220.00	
3rd Review	\$520.00	
4th Review	\$277.50	\$1000.00
5th Review	\$46.25	
Cuatro Closeout Review	\$670.50	
total:	\$4,289.25	\$4,400.00

Westfall, Phase Two Construction Documents

	Cautro Review	New City Fees
Application	\$400.00	\$400.00
1st Review	\$1,494.00	\$3,000.00
2nd Review	\$299.25	
3rd Review	\$1,773.00	
Engineer Inspection	\$438.92	
OPC Review		
total:	\$4,405.17	\$3,400.00

Westfall Villages Totals:

Consulting	City
\$11,235.67	\$10,690.00

Creekfall, Phase 1 and 2 Preliminary Plat

	Cautro Review	New City Fees
Application (135 lots)	\$1,850.00	\$1,850.00
1st Review	\$3,233.25	\$4,400.00
2nd Review	\$837.00	
total:	\$5,920.25	\$6,250.00

Creekfall, Phase 1 Construction Documents

	Cautro Review	New City Fees
Application	\$ 400.00	\$400.00
1st Review	\$ 1,026.00	\$3,000.00
2nd Review	\$ 787.50	
total:	\$2,213.50	\$3,400.00

Starbucks Site Development

	Jones & Carter Review	New City Fees
Application	\$400.00	\$400.00
1st Review	\$1,083.75	\$2,000.00
2nd Review	\$693.75	
total:	\$2,177.50	\$2,400.00

Headwaters, Phase 2 Preliminary Plat

	Cuatro	New City Fees
Application (26 lots)	\$685.00	\$685.00
1st Review	\$769.50	\$1,130.00
2nd Review	\$639.00	
total:	\$2,093.50	\$1,815.00

Recommendation: Approve and adopt Ordinance No. 2022-28 as presented.

ORDINANCE NO. 2022-28

AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING CITY OF BURNET CODE OF ORDINANCES, CHAPTER 98 (ENTITLED "SUBDIVISIONS") BY AMENDING APPENDIX "A" (ENTITLED "PERMIT FEES") TO SET FEES FOR APPLICATION REVIEWS BY THE STAFF CITY ENGINEER; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to Texas Local Government Code Chapter 212, City Council adopted regulations addressing the subdivision of land within the corporate limits and extraterritorial jurisdiction; and

WHEREAS, the review of permit applications, in many instances, requires the expertise of a professional engineer; and

WHEREAS, the current application fee structure was established to assure the City was reimbursed for costs associated with engaging a consulting engineer to review applications; and

WHEREAS, the City hired a City Engineer whose responsibility includes review of permit applications; and

WHEREAS, City Council determined the Subdivision Applications Fee Schedule requires adjustment to accommodate situations where applications will be reviewed by the City Engineer and situations when the City Engineer, due to work load or other factors, refers an application to a consulting engineer; and

WHEREAS, City Council, finds, determines, and declares that publication of notice of this Ordinance, as required by Section 3.14 of the City Charter and the laws of the State of Texas, was made by the City Secretary within the period prescribed by Section 3.14; and.

WHEREAS, City Council, finds, determines, and declares that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given as required by Chapter 551 of the Texas Government Code.

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

Section one. Amendment. The Code of Ordinances, Chapter 98 (entitled "*Subdivisions*") is hereby amended by replacing the entire text in Appendix A (entitled "Fee Schedule") with the text set out below:

CHAPTER 98—APPENDICES

APPENDIX A – PERMIT FEES

TYPE APPLICATION	FEES	CITY ENGINEER REVIEW COSTS*	CITY CONSULTING ENGINEER REVIEW COSTS**
Preliminary Plat	\$425.00 + \$10.00 per lot + Current USPS costs +Engineer review costs	\$350.00 + \$30.00 per lot***	Amount consulting engineer invoices city + 15%
Construction Plans***	\$400.00 + Engineer review costs + Current USPS costs	Site Plan***** \$2,000.00 Subdivision \$3,000.00	Amount consulting engineer invoices city + 15%
Construction Plans Inspection and testing	1.5% of approved and certified engineer's estimate		
Final Plat	\$400.00 + \$10.00 per lot + \$75.00 GIS + Current USPS costs + Engineer review costs	\$350.00 + \$50.00 per lot***	Amount consulting engineer invoices city + 15%
Replat or Amended Plat	\$300.00 + \$10.00 per lot + \$75.00 GIS + Current USPS costs + Engineer review costs		Amount consulting engineer invoices city + 15%
Short Form Plat	\$200.00 + \$25.00 per lot + 75.00 GIS + Current USPS costs + Engineer review costs		Amount consulting engineer invoices city + 15%
Plat Vacation	\$100.00 + Estimated recording fees + Current USPS costs + Engineer review costs		Amount consulting engineer invoices city + 15%

Subdivision Variance	\$200.00 Each variance + Current USPS costs + Engineer review costs		Amount consulting engineer invoices city + 15%
Traffic Impact Analysis	\$200.00 + Engineer review fees		Amount consulting engineer invoices city + 15%

* Applied if application is reviewed by City Engineer.

** Applied if application is reviewed by a consulting engineer engaged by the City.

*** Fee for first three reviews. After third review applicant shall be required to pay additional review fees at a rate of one-third of the initial fees for each review.

**** Site development review constitutes a review on a single parcel of land, not intended to be subdivided, and is not single family or two family. Subdivision development is what does not constitute Site Development and is a project that is subdivided and impacts two or more tracts or lots.

Section two. Findings. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

Section three. Penalty. A violation of this ordinance is unlawful and subject to City Code of Ordinances Sec. 1-6 (entitled “general penalty”).

Section four. Cumulative. This ordinance shall be cumulative of all provisions of all ordinances and codes, or parts thereof, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event Section 5, (entitled “Repealer”) shall be controlling.

Section five. Repealer. All ordinances and codes, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

Section six. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Ordinance would have been enacted without such invalid provision.

Section seven. Publication. The publishers of the City Code are authorized to amend said Code to reflect the changes adopted herein and to correct typographical errors and to format and number paragraphs to conform to the existing Code.

Remainder of page intentionally blank and signature page to follow:

Section eight. Effective Date. This Ordinance shall be effective upon the date of final adoption hereof and publication as required by law.

Passed on first reading on the 12th day of April 2022

Passed, Approved and Adopted on the 26th day of April 2022

CITY OF BURNET

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary



Human Resources Department

ITEM 4.5

Kelli Sames
Director of Human Resources
(512)-715-3213
ksames@cityofburnet.com

Agenda Item Brief

Meeting Date:	April 26, 2022
Agenda Item:	Discuss and consider action: Award Request for Proposal (RFP) 2022-003 Employee Benefits Insurance Broker and Consulting Services and authorize the City Manager to execute the contract: K. Sames
Background:	<p>RFP 2022-003 Employee Benefits Insurance Broker and Consulting Services was issued on February 22, 2022 by the City of Burnet to solicit competitive bids for services.</p> <p>Five qualified brokers submitted proposals, including one of the five being the City's current consultant USI. The evaluation committee comprised of the Human Resources Director, Police Chief, Director of Finance, and City Secretary reviewed the proposals. All five firms were invited to present their proposal to the committee via Zoom. Each proposal was evaluated by the following criteria –</p> <ul style="list-style-type: none">• Scope of Services• Cost Savings, Cost and Price• Qualification of the Firm• Project Requirements
Information/Analysis:	<p>The following proposals were received:</p> <ul style="list-style-type: none">• USI Consulting Group - Commission is 5% Medical, 10% Dental, 10% Vision, 15% Disability/Life Premiums Paid, approximately \$68,656.04 this FY.• Gallagher Group - Fee is \$60,000 annually, net of commissions.• HUB International - Fee is \$38,500 annually for first three years, will increase a maximum of 5% year 4 and 5% year 5.• McGriff Insurance - Fee is \$50,000 annually, guaranteed for 5 years.• BCKW Group - Fee is \$48,000 annually, with a \$6,000 credit for third party compliance audits or actuarial studies. <p>HUB International currently provides consulting services to over 100 Texas cities and is uniquely aligned to provide consulting services for our current benefit package with consideration to improving employee benefits while reducing costs. References were contacted as part of the evaluation process.</p>
Fiscal Impact:	Beginning June 1, 2022, HUB International will replace the City's existing insurance broker, USI. HUB International will receive the compensation/commission currently paid to USI through September 30,

2022. Beginning October 1, 2022, the fee will be \$38,500 annually paid to HUB International to provide employee benefits consulting and broker services.

Recommendation:

Staff recommends the award of bid for RFP2022-003 to HUB International to provide employee benefits insurance broker and consulting services for Medical, Dental, Vision, Basic Life, Voluntary Life, Short-Term Disability, Long-Term Disability, and other ancillary benefits offered to the employees, dependents, and eligible retirees of the City of Burnet.



Administration

ITEM 4.6

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

Agenda Item Brief

Meeting Date: April 26, 2022

Agenda Item: Discuss and consider action: Amendment to Resolution R2022-33
City Hall Lease Agreement: D. Vaughn

Background: The lease agreement for City Hall with Danforth Holdings, Ltd. is due to expire at the end of June 2022.

The new City Hall project is not expected to be completed for at least another eighteen months. Therefore, after reaching out to Donald Danforth (Landlord) an agreement was negotiated to extend the lease term for 1001 Buchanan as an amendment to the original lease agreement.

Information Resolution R2022-33 was presented to Mr. Donald Danforth, owner of the building for signature after Council approval on April 12, 2022. Mr. Danforth replied requesting a change to (b) Section 2 increasing the rent amount by 3% instead of the 2% increase proposed by staff.

The proposed amendment to the lease agreement is as follows:

(a) Section 1. entitled "TERM" is hereby amended by replacing the existing language with the language in *italics* below:

The term of this Lease shall be for a period of twenty-four (24) months, commencing on the 1st day of July 2022 ("Commencement Date") and ending on the 30th day of June, 2024 ("Term"). Notwithstanding the forgoing Tenant shall have the right to terminate the Lease, without cause, to be effective on or after the 30th day of June 2023; provided Tenant gives Landlord six months prior written notice of such termination.

(b) Section 2. entitled "RENT" is hereby amended by replacing the existing language with the language as follows: RENT. Tenant shall pay to Landlord as monthly rent ("Monthly Rent"), without deduction, setoff, prior notice, or demand, in the amount of \$4,375.73/per month for the first twelve months of the lease and \$4,507.00 for months

thirteen through twenty-four of the lease. Monthly Rent payments shall be made payable to Landlord and sent in care of Donald Danforth, president of Danforth Holdings, Inc. at 720 Bell Springs Rd., Dripping Springs, Texas 78620 or at such other address as Landlord may hereafter designate in writing.

Fiscal Impact There will be approximately a \$1575.00 increase in rent for fiscal year 2023/2024 should use of the building still be necessary.

Recommendation: Approve the amendment to Resolution No. R2022-33 as presented.

RESOLUTION R2022-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TX, APPROVING AN AMENDMENT TO THE COMMERCIAL LEASE AGREEMENT BETWEEN THE CITY OF BURNET AND DANFORTH HOLDINGS, LTD., A TEXAS LIMITED PARTNERSHIP FOR THE PROPERTY KNOW AS BURNET CITY HALL LOCATED AT 1001 BUCHANAN DRIVE, BURNET, TX.

Whereas, the City of Burnet (tenant) and Danforth Holdings, Ltd. (landlord) entered into a Commercial Lease Agreement effective June 1, 2019 (the "*Agreement*"), in which Landlord agreed to offer, and Tenant agreed to accept, a lease of premises located at 1001 Buchanan Drive, Suites 4, 5 and 6 Burnet, Burnet County, Texas, said premises being more particularly described in the Agreement; and

Whereas, the Tenand and Landlord desire to amend the Agreement as set forth; and

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

Section 1. Findings. Amendments to the existing Lease agreement:

(a) Section 1. Entitled Term is hereby amended by replacing the existing language with the language as follows: The term of this Lease shall be for a period of twenty-four (24) months, commencing on the 1st day of July 2022 ("Commencement Date") and ending on the 30th day of June, 2024 ("Term"). Notwithstanding the forgoing Tenant shall have the right to terminate the Lease, without cause, to be effective on or after the 30th day of June 2023; provided Tenant gives Landlord six months prior written notice of such termination.

(b) Section 2. entitled "RENT" is hereby amended by replacing the existing language with the language as follows: RENT. Tenant shall pay to Landlord as monthly rent ("Monthly Rent"), without deduction, setoff, prior notice, or demand, in the amount of \$4,375.73/per month for the first twelve months of the lease and \$4,507.00 for months thirteen through twenty-four of the lease. Monthly Rent payments shall be made payable to Landlord and sent in care of Donald Danforth, president of Danforth Holdings, Inc. at 720 Bell Springs Rd., Dripping Springs, Texas 78620 or at such other address as Landlord may hereafter designate in writing.

Section 2. Effective. This First Amendment is binding upon and shall inure to the benefit of the parties and their prospective successors and assigns.

Section 2. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution is passed was open to the public as required and that public notice of

the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED this the 26th day of April, 2022.

CITY OF BURNET, TEXAS

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT

THIS FIRST TO COMMERCIAL LEASE AGREEMENT (this "*Amendment*") is entered into by and between **City of Burnet** a Texas home rule municipality ("Tenant") and Danforth Holdings, Ltd., a Texas limited partnership ("Landlord").

RECITALS

Whereas, Tenant and Landlord entered into that certain Commercial Lease Agreement effective June 1, 2019 (the "*Agreement*"), in which Landlord agreed to offer, and Tenant agreed to accept, a lease of premises located at 1001 Buchanan Drive, Suites 4, 5 and 6 Burnet, Burnet County, Texas, said premises being more particularly described in the Agreement; and

Whereas, Tenant and Landlord desire to amend the Agreement as set forth below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Tenant and Landlord acknowledge, and the mutual benefits to be derived by the Parties from this Amendment, Tenant and Landlord agree as follows:

(I) Amendments. The amendments to the Agreement are as follows:

- (a) Section 1., entitled "TERM" is hereby amended by replacing the existing language with the language in italics (*italics*) below:

The term of this Lease shall be for a period of twenty-four (24) months, commencing on the 1st day of July 2022 ("Commencement Date") and ending on the 30th day of June, 2024 ("Term"). Notwithstanding the forgoing Tenant shall have the right to terminate the Lease, without cause, to be effective on or after the 30th day of June 2023; provided Tenant gives Landlord six months prior written notice of such termination.

- (b) Section 2., entitled "RENT" is hereby amended by replacing the existing language with the language in italics (*italics*) below:

RENT. Tenant shall pay to Landlord as monthly rent ("Monthly Rent"), without deduction, setoff, prior notice, or demand, in the amount of \$4,375.73/per month for the first twelve months of the lease and \$4,507.00 for months thirteen through twenty-four of the lease. Monthly Rent payments shall be made payable to Landlord and sent in care of Donald Danforth, president of Danforth Holdings,

Inc. at 720 Bell Springs Rd., Dripping Springs, Texas 78620 or at such other address as Landlord may hereafter designate in writing.

- (II) **Binding.** This First Amendment is binding upon and shall inure to the benefit of the parties and their prospective successors and assigns.
- (III) **Counterparts.** This First Amendment may be executed and delivered in one or more counterparts. Transmission of this First Amendment by telecopy shall be deemed transmission of the original First Amendment for all purposes.
- (IV) **Full Force and Effect.** In all other respects, the Agreement shall continue in full force and effect, unmodified except to the extent provided herein, and Seller and Buyer hereby Ratify and Affirm the same.

This First Amendment to be effective as of April 26, 2022.

TENANT
City of Burnet

By: _____
Crista Goble Bromley, Mayor

Attest:

By: _____
Kelly Dix, City Secretary

LANDLORD
Danforth Holdings, Ltd.

By: DANFORTH HOLDINGS, GP, LLC,
a Texas limited liability company, general partner.

By: _____
Donald Danforth, President



Administration

ITEM 4.6

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

Agenda Item Brief

Meeting Date: April 12, 2022

Agenda Item: Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TX, APPROVING AN AMENDMENT TO THE COMMERCIAL LEASE AGREEMENT BETWEEN THE CITY OF BURNET AND DANFORTH HOLDINGS, LTD., A TEXAS LIMITED PARTNERSHIP FOR THE PROPERTY KNOW AS BURNET CITY HALL LOCATED AT 1001 BUCHANAN DRIVE, BURNET, TX: D. Vaughn

Background: The lease agreement for City Hall with Danforth Holdings, Ltd. is due to expire at the end of June 2022.

The new City Hall project is not expected to be completed for at least another eighteen months. Therefore, after reaching out to Donald Danforth (Landlord) an agreement was negotiated to extend the lease term for 1001 Buchanan as an amendment to the original lease agreement.

Information Proposed Amendments to the lease agreement are as follows:

(a) Section 1. Entitled Term is hereby amended by replacing the existing language with the language as follows: The term of this Lease shall be for a period of twenty-four (24) months, commencing on the 1st day of July 2022 ("Commencement Date") and ending on the 30th day of June, 2024 ("Term"). Notwithstanding the forgoing Tenant shall have the right to terminate the Lease, without cause, to be effective on or after the 30th day of June 2023; provided Tenant gives Landlord six months prior written notice of such termination.

(b) Section 2. entitled "RENT" is hereby amended by replacing the existing language with the language as follows: RENT. Tenant shall pay to Landlord as monthly rent ("Monthly Rent"), without deduction, setoff, prior notice, or demand, in the amount of \$4,333.25/per month for the first twelve months of the lease and \$4,419.92 for months thirteen through twenty-four of the lease. Monthly Rent payments shall be made payable to Landlord and sent in care of

Donald Danforth, president of Danforth Holdings, Inc. at 720 Bell Springs Rd., Dripping Springs, Texas 78620 or at such other address as Landlord may hereafter designate in writing.

Fiscal Impact There will be approximately a \$1440.00 increase in rent for fiscal year 2023/2024 should use of the building still be necessary.

Recommendation: Approve Resolution No. R2022-33 as presented.

RESOLUTION R2022-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TX, APPROVING AN AMENDMENT TO THE COMMERCIAL LEASE AGREEMENT BETWEEN THE CITY OF BURNET AND DANFORTH HOLDINGS, LTD., A TEXAS LIMITED PARTNERSHIP FOR THE PROPERTY KNOW AS BURNET CITY HALL LOCATED AT 1001 BUCHANAN DRIVE, BURNET, TX.

Whereas, the City of Burnet (tenant) and Danforth Holdings, Ltd. (landlord) entered into a Commercial Lease Agreement effective June 1, 2019 (the "*Agreement*"), in which Landlord agreed to offer, and Tenant agreed to accept, a lease of premises located at 1001 Buchanan Drive, Suites 4, 5 and 6 Burnet, Burnet County, Texas, said premises being more particularly described in the Agreement; and

Whereas, the Tenand and Landlord desire to amend the Agreement as set forth; and

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

Section 1. Findings. Amendments to the exisiting Lease agreement:

(a) Section 1. Entitled Term is hereby amended by replacing the existing language with the language as follows: The term of this Lease shall be for a period of twenty-four (24) months, commencing on the 1st day of July 2022 ("Commencement Date") and ending on the 30th day of June, 2024 ("Term"). Notwithstanding the forgoing Tenant shall have the right to terminate the Lease, without cause, to be effective on or after the 30th day of June 2023; provided Tenant gives Landlord six months prior written notice of such termination.

(b) Section 2. entitled "RENT" is hereby amended by replacing the existing language with the language as follows:RENT. Tenant shall pay to Landlord as monthly rent ("Monthly Rent"), without deduction, setoff, prior notice or demand, in the amount of \$4,333.25/per month for the first twelve months of the lease and \$4,419.92 for months thirteen through twenty-four of the lease. Monthly Rent payments shall be made payable to Landlord and sent in care of Donald Danforth, president of Danforth Holdings, Inc. at 720 Bell Springs Rd., Dripping Springs, Texas 78620 or at such other address as Landlord may hereafter designate in writing.

Section 2. Effective. This First Amendment is binding upon and shall inure to the benefit of the parties and their prospective successors and assigns.

Section 2. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution is passed was open to the public as required and that public notice of

the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED this the 12th day of April, 2022.

CITY OF BURNET, TEXAS

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT

THIS FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT (this "*Amendment*") is entered into by and between **City of Burnet** a Texas home rule municipality ("Tenant") and Danforth Holdings, Ltd., a Texas limited partnership ("Landlord").

RECITALS

Whereas, Tenant and Landlord entered into that certain Commercial Lease Agreement effective June 1, 2019 (the "*Agreement*"), in which Landlord agreed to offer, and Tenant agreed to accept, a lease of premises located at 1001 Buchanan Drive, Suites 4, 5 and 6 Burnet, Burnet County, Texas, said premises being more particularly described in the Agreement; and

Whereas, Tenant and Landlord desire to amend the Agreement as set forth below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Tenant and Landlord acknowledge, and the mutual benefits to be derived by the Parties from this Amendment, Tenant and Landlord agree as follows:

- (l) **Amendments.** The amendments to the Agreement are as follows:
- (a) Section 1., entitled "TERM" is hereby amended by replacing the existing language with the language in italics (*italics*) below:

The term of this Lease shall be for a period of twenty-four (24) months, commencing on the 1st day of July 2022 ("Commencement Date") and ending on the 30th day of June, 2024 ("Term"). Notwithstanding the forgoing Tenant shall have the right to terminate the Lease, without cause, to be effective on or after the 30th day of June 2023; provided Tenant gives Landlord six months prior written notice of such termination.
 - (b) Section 2., entitled "RENT" is hereby amended by replacing the existing language with the language in italics (*italics*) below:

RENT. Tenant shall pay to Landlord as monthly rent ("Monthly Rent"), without deduction, setoff, prior notice or demand, in the amount of \$4,333.25/per month for the first twelve months of the lease and \$4,419.92 for months thirteen through twenty-four of the lease. Monthly Rent payments shall be made payable to Landlord and sent in care of Donald Danforth, president of Danforth Holdings,

Inc. at 720 Bell Springs Rd., Dripping Springs, Texas 78620 or at such other address as Landlord may hereafter designate in writing.

- (II) **Binding.** This First Amendment is binding upon and shall inure to the benefit of the parties and their prospective successors and assigns.
- (III) **Counterparts.** This First Amendment may be executed and delivered in one or more counterparts. Transmission of this First Amendment by telecopy shall be deemed transmission of the original First Amendment for all purposes.
- (IV) **Full Force and Effect.** In all other respects, the Agreement shall continue in full force and effect, unmodified except to the extent provided herein, and Seller and Buyer hereby Ratify and Affirm the same.

The remainder of this page intentionally blank and signature page to follow.

This First Amendment to be effective as of April 12, 2022.

TENANT
City of Burnet

By: _____
Crista Goble Bromley, Mayor

Attest:

By: _____
Kelly Dix, City Secretary

LANDLORD
Danforth Holdings, Ltd.

By: DANFORTH HOLDINGS, GP, LLC,
a Texas limited liability company, general partner.

By: _____
Donald Danforth, President



**Fire Department
Fire Marshal's Office**

ITEM 4.7

John Paul Erskine
Fire Marshal
(512)-553-3492
jerskine@cityofburnet.com

Agenda Item Brief

Meeting Date: April 26, 2022

Agenda Item: Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS AMENDING THE CODE OF ORDINANCES, CHAPTER (ENTITLED "BUILDING AND BUILDING REGULATIONS") FOR THE PURPOSES OF AMENDING FEE SCHEDULE TABLE FOUR (ENTITLED "FIRE CODE PERMIT FEES"); PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: J. Erskine

Background: Burnet's first fire code fees were established with the adoption of the 2012 International Fire Code. Have not been updated since. Currently charged by main fire system categories broken down by projects <12,000sqft and projects >12,000sqft. Current fees are under-valued and overly inclusive. These fees (except for outdoor burning) only apply to commercial projects.

Information: We are asking Council to approve amending Article XI, Sec. 22-262. Table 4 to the proposed separation of permits and inspections into their code and industry recognized categories, each with fees appropriate to their size and complexity as recommended by staff.

Fiscal Impact: Positive. Fire Permit/Inspection revenue stands to increase 90% to 125% per commercial project while providing fee costs that are fiscally equitable to project owners of differing sizes.

Recommendation: Approve the first reading of Ordinance 2022-29 as presented.

ORDINANCE NO. 2022-29

AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS AMENDING THE CODE OF ORDINANCES, CHAPTER (ENTITLED “BUILDING AND BUILDING REGULATIONS”) FOR THE PURPOSES OF AMENDING FEE SCHEDULE TABLE FOUR (ENTITLED “FIRE CODE PERMIT FEES”); PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to the City’s inherent powers as a home rule municipality, the laws and constitution of this state, including Texas Local Government Code Chapter 214, city council has adopted national building, fire, electrical, plumbing, mechanical and similar codes within Chapter 22 of the City Code; and

WHEREAS, pursuant to Ordinance No. 21-24, city council amended Chapter 22 to place all fees authorized by said chapter in one fee schedule; and

WHEREAS, City Council desires to amend table four of the fee schedule by adoption of new Fire Code Permit Fees; and

WHEREAS, City Council, finds, determines, and declares that publication of notice of this Ordinance, as required by Section 3.14 of the City Charter and the laws of the State of Texas, was made by the City Secretary within the period prescribed by Section 3.14; and

WHEREAS, City Council, finds, determines, and declares that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given as required by Chapter 551 of the Texas Government Code.

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

Section one. Code Amendment. City Code Chapter 22 (entitled “*Buildings and Building Regulations*”); Article XXI (entitled “*Fee Schedule*”); Table Four (entitled “*Fire Code Permit Fees*”) is hereby amended by replacing the existing language with the language in the exhibit labeled “*Table Four – Fire Code Permit Fees*” attached hereto and incorporated in this ordinance for all purposes.

Section two. Penalty. A violation of this ordinance is unlawful and subject to City Code of Ordinances Sec. 1-6 (entitled “*General Penalty*”).

Section three. Cumulative. This ordinance shall be cumulative of all provisions of all ordinances and codes, or parts thereof, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event Section four, (entitled “*Repealer*”) shall be controlling.

Section four. Repealer. All ordinances and codes, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

Section five. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Ordinance would have been enacted without such invalid provision.

Section six. Publication. The publishers of the City Code are authorized to amend said Code to reflect the changes adopted herein and to correct typographical errors and to format and number paragraphs to conform to the existing Code.

Section seven. Effective Date. This Ordinance shall be effective upon the date of final adoption hereof and publication as required by law.

Passed and Approved on first reading on the 26th day of April, 2022

Passed, Approved, and Adopted on 10th day of May, 2022

CITY OF BURNET

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

Attachment: Table Four – Fire Code Permit Fees.

Table Four – Fire Code Permit Fees

The following are the plan review, inspection and general fire safety fees charged by the City of Burnet Fire Marshal's Office.

Taxing Entities (ISD's, County, State or Federal) are charged full price for review fees but given a 50% reduction in first round inspection fees. Any re-inspections are subject to the full prices included herein.

PLAN REVIEW FEES	
Construction Permit w/plan review - up to 5000 square feet	\$150
Construction Permit w/plan review - > 5000 square feet	\$150 +\$0.05 sqft
Construction Permit w/plan review; maximum fee	\$1000
Fire Sprinkler System - 1-10 heads	\$50
Fire Sprinkler System - 11-25 heads	\$100
Fire Sprinkler System - 26-100 heads	\$150
Fire Sprinkler System - 101-200 heads	\$200
Fire Sprinkler System - each additional head >200	\$200 + .50 ea
Underground Fire Main - when separate from the Sprinkler System	\$200
Fire Pump - per pump	\$200
Standpipe (Stand Alone) per system	\$200
NFPA 22 Water Supply Tank - per tank (unless same specification)	\$200
Fixed Fire Suppression System - Per system	\$150
Fire Alarm System - 1-10 devices	\$100
Fire Alarm System - 11-25 devices	\$150
Fire Alarm System - 26-100 devices	\$200
Fire Alarm System - 101-200 devices	\$250
Fire Alarm System - each additional devices >200	\$250 + .50 ea
Commercial Hood Suppression System	\$150
Smoke Control System – Per system	\$150
Petroleum – Above Ground Storage Tank	\$150 +\$50 each additional
Petroleum – dispensary piping	\$150
Petroleum – Underground tank and delivery system – per system	\$300

INSPECTIONS**	
Building Inspections	
Final Inspection / Construction Certificate of Occupancy (CCO) Construction	\$100
Inspection – Business Certificate of Occupancy	\$50
Building Inspection	\$50
Change of Occupancy Type or Occupancy Load	\$25
Licensing Inspections	
License Inspections - Private School / Day Care - 25 or less	\$50
License Inspections - Private School / Day Care - 26 to 100	\$100
License Inspections - Private School / Day Care - 101 and greater	\$200
License Inspections - Nursing or Assisted Living	\$150
License Inspections - Hospitals	\$200
License Inspections – Private Institutional - Restrained	\$200
License Inspections - Licensed Group Home	\$75
License Inspections - Foster Adoption 501C3 and/or Taxing Entities	No Charge
Fire Systems Inspections	
Fire Sprinkler System - Visual or Final - 1 to 10 heads **	\$50
Fire Sprinkler System - 11 to 25 heads **	\$100
Fire Sprinkler System - 26-100 heads **	\$200
Fire Sprinkler System - 101-200 heads **	\$250
Fire Sprinkler system - each additional head > 200 **	\$250 + \$.50 ea device >200
Underground Fire Protection **	\$50
Underground Fire Main Inspection **	\$50
Sprinkler System Pressure Test **	\$25
Fire Pump - per pump **	\$200
Standpipe - per system **	\$200
Water Supply Tank - per system **	\$100
Fixed Fire Suppression System - Per system **	\$50
Commercial Cooking Hood Inspection (Light or Smoke test)	\$50
Commercial Cooking Hood Suppression System Inspection	\$50
Fire Alarm System - 1-10 initiating and/or signaling devices **	\$100
Fire Alarm System - 11-25 initiating and/or signaling devices **	\$150
Fire Alarm System - 26-100 initiating and/or signaling devices **	\$200
Fire Alarm System - 101 - 200 initiating or signaling devices **	\$250
Fire Alarm System - > 200 initiating or signaling devices **	\$250 + \$.50 ea device >200
Smoke Control System - Per system **	\$50
Petroleum – Above Ground Storage Tank	\$150 +\$ 50 each additional
Petroleum – dispensary piping	\$50
Underground Petroleum Liquid Tank - Per system **	\$100

**** All failed inspections are subject to reinspection fees at the following rates:
1st re-inspection, same as initial inspection fee. 2nd x2. 3rd x3 etc.**

GENERAL FIRE SAFETY PERMITS	
Tents and Membrane Structures - 400 to 600 square feet	\$50
Tents and Membrane Structures - 601 to 1000 square feet	\$75
Tents and Membrane Structures - 1001 square feet and over	\$100
Fireworks - Display - Single shoot date	\$100
Fireworks - Display - each additional consecutive shoot date per day	\$50
Blasting for Excavation – Application (non-refundable)	\$50
Blasting for Excavation – Permit	\$100
Outdoor Burning – Single Property	\$20
Outdoor Burning – HOA, POA, Subdivision	\$40
Outdoor Burning – Multi Acre Residential or Commercial development (Land Clearing) 2-10 Acres	\$200
Outdoor Burning – Multi Acre Residential or Commercial development (Land Clearing) >10 Acres	\$200 +\$20 per acre net clearing
Mobile Food Units	\$50
Operational Permit - listed in Section 105.6 of the IFC	\$100
Mass Gathering	\$100
Special Permit - Other required permits not listed	\$50

OTHER FEES / PENALTIES	
Late Fee on submittals with a minimum deadline	\$25.00 each
Construction without permit Fees	3x permit fees
Fire Code Violations - Per offense/per day - Class C misdemeanor	\$100-\$2000
Fire Code Violations - Per day - Civil	\$200

Current Fee Schedule Adopted 2013

Type	Cost	Notes
Burn Permits		
Residential Burn Permit	\$20	
HOA, POA, Subdivision	\$40	Community burn location
Res. or Com. Development	\$120	
Fireworks Displays		
	\$100	
New and Remodel Construction		
Fire Safety Plan Review	\$100	General – New Construction
Fire Safety Plan Review	\$50	General – Major Remodel
Sprinkler System	\$100	<12,000 sqft
Sprinkler System	\$200	> 12,000 sqft
Alarm System	\$100	<12,000 sqft
Alarm System	\$200	> 12,000 sqft
Commercial Hood Suppression	\$75	
System Inspections		
Underground Fire Main Inspection	\$30	
Sprinkler System Pressure Test	\$25	
Sprinkler System Final	\$50	<12,000 sqft
Sprinkler System Final	\$100	> 12,000 sqft
Alarm System Final	\$50	<12,000 sqft
Alarm System Final	\$100	> 12,000 sq.ft.
Commercial Hood Suppression Final	\$25	
Re-inspection Fees	½ rate	Of Initial Inspection charge
Licensing Inspections		
Foster Home	\$0	
Group Home	\$25	
Day Care	\$25	
Nursing Home/Asst. Living	\$75	
Hospital	\$100	
Private Correction Facility	\$50	
County or State Corrections Facility	\$0	
Insurance Inspection	\$25	
After Hour Inspection Rate		
	Fee +	Inspector over time rate – 1 Hr Minimum

PLAN REVIEW FEES COMPARISON

	Burnet Proposed	Austin	Leander	Marble Falls
Construction Permit w/plan review - up to 5000 square feet	\$150	\$215	\$100 + \$0.10 per sqft	\$200
Construction Permit w/plan review - > 5000 square feet	\$150 +\$0.05 sqft	\$215	\$100 + \$0.10 per sqft	\$200
Construction Permit w/plan review; maximum fee	\$1,000		No Max	\$200
Fire Sprinkler System - 1-10 heads	\$50	\$57		\$50
Fire Sprinkler System - 11-25 heads	\$100	\$113	\$100 < 6000sqft	\$50
Fire Sprinkler System - 26-100 heads	\$150	\$170	\$200 > 6000sqft	\$50
Fire Sprinkler System - 101-200 heads	\$200	\$226	\$200 > 12000sqft + \$0.01 per sqft	\$50
Fire Sprinkler System - each additional head >200	\$200 + .50 ea	\$226 + .50 ea		\$50
Fire Pump - per pump	\$200	\$725		\$50
Standpipe (Stand Alone) per system	\$200	\$226		
NFPA 22 Water Supply Tank	\$200			
Fixed Fire Suppression System - Per system	\$150	\$226		
Fire Alarm System - 1-10 devices	\$100	\$129	\$100 < 200 devices	\$100
Fire Alarm System - 11-25 devices	\$150	\$193	\$150 > 200 +\$0.50 ea additional	\$100
Fire Alarm System - 26-100 devices	\$200	\$257		\$100
Fire Alarm System - 101-200 devices	\$250	\$321		\$100
Fire Alarm System - each additional devices >200	\$250 + .50	\$321 + .50		\$100
Commercial Hood Suppression System	\$150	\$257		\$100
Smoke Control System – Per system	\$150			
Petroleum – Above Ground Storage Tank	\$150 +\$50 each additional			\$100
Petroleum – dispensary piping	\$150			
Petroleum – Underground tank and delivery system – per system	\$300			

INSPECTIONS** COMPARISON

Building Inspections

	Burnet (proposed)	Austin	Leander	Marble Falls
Final Inspection / Construction Certificate of Occupancy (CCO) Construction	\$100	\$129	\$100	\$50
Inspection – Business Certificate of Occupancy	\$50	\$129	\$50	
Building Inspection by request non licensure	\$50	\$129		
Change of Occupancy Type or Occupancy Load	\$50	\$129		

Licensing Inspections

License Inspections - Private School / Day Care - 25 or less	\$50	\$129	\$50	\$25
License Inspections - Private School / Day Care - 26 to 100	\$100	\$257	\$100	\$25
License Inspections - Private School / Day Care - 101 and greater	\$200	\$257	\$100	\$25
License Inspections - Nursing or Assisted Living	\$150	\$200 to \$1500	\$120 + \$1.00 per bed	\$100
License Inspections - Hospitals	\$200	\$257 to \$1300		\$100
License Inspections – Private Institutional - Restrained	\$200			
License Inspections - Licensed Group Home	\$75	\$129		\$25
License Inspections - Foster Adoption 501C3 and/or Taxing Entities	No Charge	\$129		\$25

Fire Systems Inspections

Fire Sprinkler System - Visual or Final - 1 to 10 heads **	\$50	\$129	\$50	\$50
Fire Sprinkler System - 11 to 25 heads **	\$100	\$193	\$100	\$50
Fire Sprinkler System - 26-100 heads **	\$200	\$257	\$100	\$50
Fire Sprinkler System - 101-200 heads **	\$250	\$321	\$100	\$50
Fire Sprinkler system - each additional head > 200 **	\$250 + \$.50 ea device > 200	\$321 + \$.50 ea device > 200		\$50
Underground Fire Main Inspection **	\$50	\$257		\$50

Sprinkler System Hydrostat Test **	\$25			
Fire Pump - per pump **	\$200			
Standpipe - per system **	\$200			\$100
Water Supply Tank - per system **	\$100			
Fixed Fire Suppression System - Per system **	\$50			\$100
Commercial Cooking Hood Inspection (Light or Smoke test)	\$50			
Commercial Cooking Hood Suppression System Inspection	\$50	\$257		
Fire Alarm System - 1-10 initiating and/or signaling devices **	\$100	\$129	$\$100 \leq 200$ devices $\$200 > 200$ devices	
Fire Alarm System - 11-25 initiating and/or signaling devices **	\$150	\$193		
Fire Alarm System - 26-100 initiating and/or signaling devices **	\$200	\$257		
Fire Alarm System - 101 - 200 initiating or signaling devices **	\$250	\$321		
Fire Alarm System - > 200 initiating or signaling devices **	\$250 + \$.50 ea device > 200	\$321 + \$.50 ea device > 200		
Smoke Control System - Per system **	\$50			
Petroleum – Above Ground Storage Tank	\$100 +\$ 50 2 or more		\$150	\$100
Petroleum – dispensary piping	\$50			
Underground Petroleum Liquid Tank - Per system **	\$100			

Special Inspections

Mobile Food Truck	\$50	\$257		
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GENERAL FIRE SAFETY PERMITS COMPARISON

	Burnet (Proposed)	Austin	Leander	Marble Falls
Tents and Membrane Structures - 400 to 600 square feet	\$50	\$204 1st tent +\$51 per tent thereafter	\$50 per tent	\$100
Tents and Membrane Structures - 601 to 1000 square feet	\$75		<400sqft + \$0.10 per sqft > 400	\$100
Tents and Membrane Structures - 1001 square feet and over	\$100			\$100
Fireworks - Display - Single shoot date	\$100	\$306	\$100	\$100
Fireworks - Display - each additional consecutive shoot date per day	\$50			
Outdoor Burning – Single Property	\$20	Not allowed	Not allowed	No Charge
Outdoor Burning – HOA, POA, Subdivision	\$40			No Charge
Outdoor Burning – Multi Acre Residential or Commercial development (Land Clearing) 2-10 Acres	\$200			No Charge
Outdoor Burning – Multi Acre Residential or Commercial development (Land Clearing) >10 Acres	\$200 +\$20 per acre net clearing			No Charge
Operational Permit - listed in Section 105.6 of the IFC	\$100		\$80	
Mass Gathering	\$100		\$1,000	
Special Permit - Other required permits not listed	\$50		\$80	\$50

OTHER FEES / PENALTIES

Late Fee on submittals with a minimum deadline	\$25.00 each			
Construction without permit Fees	3x permit fees			\$200
Fire Code Violations - Per offense/per day - Class C misdemeanor	\$100-\$2000			
Fire Code Violations - Per day - Civil	\$200			

Two recent Entegris projects brought \$455 each.
Under the proposed fee schedule they would bring
in ...

Projects from 0 to 12,000sqft	
Assuming fire systems required	
Current Fee Schedule	
Plan Review	\$100
Sprinkler Plan review < 12,000	\$100
Alarm Plan review < 12,000	\$100
Underground inspection	\$30
Pressure Test	\$25
Sprinkler Final Inspection	\$50
Alarm Final Inspection	\$50
Permits	\$300
Inspections	\$155
Total	\$455

Example 5187Sqft	
Assuming fire systems required	
New Fee Schedule	
Plan Review	\$409
Sprinkler Plan review 1-100 heads	\$150
Alarm Plan review 1-50 devices	\$150
Underground inspection	\$50
Pressure Test	\$25
Sprinkler Final Inspection	\$50
Alarm Final Inspection	\$50
Permits	\$559
Inspections	\$325
Total	\$884

Example 8050Sqft	
Assuming fire systems required	
New Fee Schedule	
Plan Review	\$552
Sprinkler Plan review 1-100 head:	\$150
Alarm Plan review 1-50 devices	\$150
Underground inspection	\$50
Pressure Test	\$25
Underground Main	\$50
Sprinkler Final Inspection	\$50
Alarm Final Inspection	\$50
Permits	\$852
Inspections	\$225
Total	\$1,077

Student Activity Center 62,000 Sqft Current Fee Schedule	
Plan Review	\$100
Sprinkler Plan review > 12,000	\$200
Alarm Plan review > 12,000	\$200
Underground inspection	\$30
Pressure Test	\$25
Sprinkler Final Inspection	\$100
Alarm Final Inspection	\$100
Permits	\$500
Inspections	\$255
Total	\$755

Student Activity Center 62,000 Sqft Proposed Fee Schedule Taxing Entities	
*Plan Review >5000sqft	\$1,000
*Sprinkler Plan review > 100 heads	\$205
*Alarm Plan review, 1-50 devices	\$100
Underground inspection	\$25
Pressure Test	\$13
Sprinkler Final Inspection	\$103
Alarm Final Inspection	\$50
Permits	\$1,305
Inspections	\$191
Total	\$1,496

Commercial Activity Center 62,000 Sqft Proposed Fee Schedule Regular Commercial Entities	
*Plan Review >5000sqft	\$1,000
*Sprinkler Plan review > 100 heads	\$205
*Alarm Plan review, 1-50 devices	\$100
Underground inspection	\$50
Pressure Test	\$25
Sprinkler Final Inspection	\$205
Alarm Final Inspection	\$50
Permits	\$1,305
Inspections	\$330
Total	\$1,635

* SEE formulas in fee schedule

98% Increase

* SEE formulas in fee schedule

117% Increase



FIRE CODE FEE SCHEDULE

Identification, fee structure amendment to 22-261, Article XI, Table 4

Fire Code Fee Schedule History

- 1997 - First Fire Code Fee – Burn Permits – \$10.00
 - Only fee that affects residential properties
- 2012 - Burn Permits increased to \$20, \$40, \$120
 - Residential Lot, HOA/Subd., Res. or Comm. Development
- 2013 - Adopted 2012 IFC and established current fee schedule
- 2022 - Fire Code Fee Schedule change proposal
 - Currently under the 2015 IFC

**** My Permit Now allows for easy administration of permits and payments****

Student Activity Center**62,000 Sqft****Current Fee Schedule**

Plan Review	\$100
Sprinkler Plan review > 12,000	\$200
Alarm Plan review > 12,000	\$200
Underground inspection	\$30
Pressure Test	\$25
Sprinkler Final Inspection	\$100
Alarm Final Inspection	\$100
Permits	\$500
Inspections	\$255
Total	\$755

Student Activity Center**62,000 Sqft****Proposed Fee Schedule****Taxing Entities**

*Plan Review >5000sqft	\$1,000
*Sprinkler Plan review >100 heads	\$205
*Alarm Plan review, 1-50 devices	\$100
Underground inspection	\$25
Pressure Test	\$13
Sprinkler Final Inspection	\$103
Alarm Final Inspection	\$50
Permits	\$1,305
Inspections	\$191
Total	\$1,496

Reflects 50%
discount
taxing entity**Commercial Activity Center****62,000 Sqft****Proposed Fee Schedule****Regular Commercial Entities**

*Plan Review >5000sqft	\$1,000
*Sprinkler Plan review >100 heads	\$205
*Alarm Plan review, 1-50 devices	\$100
Underground inspection	\$50
Pressure Test	\$25
Sprinkler Final Inspection	\$205
Alarm Final Inspection	\$50
Permits	\$1,305
Inspections	\$330
Total	\$1,635

98% Increase

* SEE formulas in fee schedule

117% Increase

* SEE formulas in fee schedule

PROJECT PERMIT COST COMPARISON EXAMPLE: BCISD STUDENT ACTIVITY CENTER

COMPARISON OF CURRENT FEE SCHEDULE WITH PROPOSED FEE SCHEDULE UTILIZING TWO ENTEGRIS ADDITIONS PERMITTED UNDER THE CURRENT FEE STRUCTURE

\$1961 VS \$910
115% INCREASE

Projects from 0 to 12,000sqft	
Assuming fire systems required	
Current Fee Schedule	
Plan Review	\$100
Sprinkler Plan review < 12,000	\$100
Alarm Plan review < 12,000	\$100
Underground inspection	\$30
Pressure Test	\$25
Sprinkler Final Inspection	\$50
Alarm Final Inspection	\$50
Permits	\$300
Inspections	\$155
Total	\$455

Example 5187Sqft	
Assuming fire systems required	
New Fee Schedule	
Plan Review	\$409
Sprinkler Plan review 1-100 heads	\$150
Alarm Plan review 1-50 devices	\$150
Underground inspection	\$50
Pressure Test	\$25
Sprinkler Final Inspection	\$50
Alarm Final Inspection	\$50
Permits	\$559
Inspections	\$325
Total	\$884

Example 8050Sqft	
Assuming fire systems required	
New Fee Schedule	
Plan Review	\$552
Sprinkler Plan review 1-100 head:	\$150
Alarm Plan review 1-50 devices	\$150
Underground inspection	\$50
Pressure Test	\$25
Underground Main	\$50
Sprinkler Final Inspection	\$50
Alarm Final Inspection	\$50
Permits	\$852
Inspections	\$225
Total	\$1,077

Questions





Administration

ITEM 4.8

Habib Erkan
Asst. City Manager
512-715-3201
herkan@cityofburnet.com

Agenda Item Brief

Meeting Date: April 26, 2022

Agenda Item: Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, SELECTING TRIMBUILT CONSTRUCTION, INC., AS THE CITY HALL PROJECT CONTRACTOR AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE A CONSTRUCTION MANAGER AT RISK CONTRACT WITH THE SELECTED CONTRACTOR

Background: In June of last year the City closed on the purchase of the Bealls Building located at 118 East Polk. Subsequently, Council selected the firm Seaux & Pierce to be the project's design Architects; and solicited proposals for a construction contractor. Two proposals were received for RFP 2022-001. The committee appointed by City Council interviewed the two proposers and unanimously recommend a contract be let to Trimbuilt Construction, Inc.

Information: This resolution selects Trimbuilt Construction, Inc., as the project contractor and authorizes the City Manager to negotiate a construction manager at risk contract with the selected contractor. The negotiated contract shall be presented to Council for final approval.

Fiscal Impact: The preconstruction services under this contract are \$3,500. The final guaranteed maximum price (GMP) will be negotiated after completion of the design and subject to further council approval.

Recommendation: Approve Resolution R2022-38 as presented.

RESOLUTION NO. R2022-38

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS SELECTING TRIMBUILT CONSTRUCTION, INC., AS THE CITY HALL PROJECT CONTRACTOR AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE A CONSTRUCTION MANAGER AT RISK CONTRACT WITH SAID CONTRACTOR.

Whereas, in June of last year the City closed on the purchase of the Bealls Building located at 118 East Polk; and

Whereas, subsequently, Council selected the firm Seaux & Pierce to be the project's design Architects; and

Whereas, thereafter, Council solicited proposals for a construction contractor; and

Whereas, the committee appointed by City Council interviewed the two proposers and unanimously recommend a contract be let to Trimbuilt Construction, Inc.

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

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

Section two. Selection. The firm Trimbuilt Construction, Inc., is hereby selected as the City Hall contractor.

Section three. Authorization. The city manager is hereby authorized and directed to negotiate a construction manager at risk agreement with the selected firm and to present the negotiated agreement to Council for final approval.

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 26th day of April, 2022.

CITY OF BURNET, TEXAS

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

Request for Proposal for Construction Manager at Risk Services for the City of Burnet City Hall





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SECTION 1:

General Company Information and History

A. GENERAL COMPANY INFORMATION AND HISTORY

1. General History:

1.1 How many years has your organization been in business as a General Contractor and/ or Construction Manager?:

38

1.2 How many years has your organization been in business under its present business name?

38

1.2.1 Under what other or former names has your organization operated?

None

1.3 If your organization is a corporation, please provide the following:

1.3.1 Date of incorporation; **1984**

1.3.2 State of incorporation; **Texas**

1.3.3 President's name; **Larry Puckett**

1.3.4 Vice-president's name(s); **N/A**

1.3.5 Secretary's name; **N/A**

1.3.6 Treasurer's name. **N/A**

1.4 If your organization is a partnership, please provide the following:

1.4.1 Date of organization; **N/A**

1.4.2 Type of partnership (if applicable); **N/A**

1.4.3 Names of all partners.: **N/A**

1.5 If your organization is individually owned, please provide the following:

1.5.1 Date of organization **N/A**

1.5.2 Name of owner: **N/A**

1.6 If the form of your organization is other than those listed above, please describe it and name all principals, partners, officers and/or owners.

N/A

1.7 What is the location of your organization's corporate office, that being defined as the office where the person or persons owning a majority interest in the company spend the majority of their work week?

12800 North Lamar Blvd. Austin, TX 78753

2. Licensing:

2.1 Please provide a list of jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

Texas. Genral Contract License Not Required

2.2 Please provide a list of jurisdictions in which your organization, partnership or trade name is filed..

Texas

3. Experience:

3.1 Please provide a list of the categories of work that your organization normally performs with its own forces:

Drywall, Doors, Frames & Hardware, Acoustical Ceilings, General Carpentry

3.2 Claims and Suits. (If the answer to any of the questions below is yes, please provide details.)

3.2.1 Has your organization ever failed to complete any work awarded to it? **None**

3.2.2 Please describe any judgments, claims, litigation, arbitration or mediation proceedings or suits pending, outstanding or closed against your organization or its officers within the last ten (10) years.

In December of year 2018, Trimbuilt Construction, Inc. requested and entered into arbitration with a single subcontractor.

The request for arbitration was made in order to resolve an issue where said subcontractor contracted with Trimbuilt Construction, Inc. to provide materials and services after partial pre-payment. Services and materials were not provided by said subcontractor as per contract.

Arbitration was decided in favor of Trimbuilt Construction, Inc. on December 17, 2018.

There are currently no other instances of arbitration or pending litigation in regards to Trimbuilt Construction, Inc.

3.2.3 Please describe any lawsuits, requested arbitration or mediation with regard to construction contracts your firm may have filed within the last ten (10) years. **N/A**

3.2.4 Please describe any outstanding unresolved claims. **None**

3.3 Within the last ten (10) years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract. *(If the answer is yes, please attach details.):* **No**

3.4 Please state annual amount of construction work performed by this organization for each of the past five (5) years.

2021 - \$47,170,717

2020 - \$44,309,647

2019 - \$51,447,363

2018 - \$47,645,138

2017 - \$49,594,200

3.5 Describe the major construction projects your organization has completed in the past five (5) years, giving the name and location of project, owner, architect, original and final contract amount, scheduled and actual date of completion and percentage of the cost of the work performed with your own forces. **See Below**

Major Construction Projects Completed in Past 5 Years

Job Name	Location Of Project	Customer Name	Architect Name	Initial Contract Less Sales Tax	Final Contract Less Sales Tax	Expected Date of Completion	Actual Date of Completion	Self Performed %
Dell RR3-2 Commercial Sales	Round Rock, Texas	Dell Computer Corp.	CTA	2,461,144.13	3,101,005.39	9/26/17	9/26/17	20%
TXDOT HVAC & Roofing	Austin, Texas	Texas Dept Of Transportation	Johnson & Pace, Inc.	2,285,762.83	2,333,214.24	5/31/18	5/31/18	20%
Flight Safety	Austin, Texas	FlightSafety International	KDS	2,693,459.58	3,059,605.84	3/26/19	3/26/19	20%
City of Cedar Park Po. Station	Cedar Park, Texas	City of Cedar Park	Architects Design Group	4,367,779.00	4,735,327.20	3/31/19	3/31/19	30%
Dell RR3-2S Commercial Sales	Round Rock, Texas	Dell Computer Corp.	CTA	3,611,299.52	4,089,110.09	8/2/18	8/2/18	20%
Braker Pointe I & II	Austin, Texas	Aquila Commercial	N/A GSC/Architect Was Fired	1,744,352.88	2,027,947.21	6/30/19	6/30/19	20%
Cedar Park City Hall Bldg 3	Cedar Park, Texas	City of Cedar Park	Parkhill Smith Cooper	1,929,500.00	2,010,858.34	9/30/19	9/30/19	20%
Corning	Austin, Texas	Corning Shared Services	GSC	5,502,734.53	6,087,266.62	9/30/19	9/30/19	20%
Chilled Water Pipe Improvement	Austin, Texas	HPI	MKA (Engineer)	9,098,011.72	9,122,730.40	1/31/20	1/31/20	20%
Apple Raven Refresh	Austin, Texas	Apple Inc.	STG	840,725.80	2,777,942.76	2/27/20	2/27/20	20%
Apple RV4	Austin, Texas	Apple Inc.	STG	14,228,619.64	16,454,948.32	3/31/2021	3/31/2021	20%
Dell RR5-3 SMD Lab	Round Rock, Texas	Dell Computer Corp.	Cushing Terrell	2,112,060.40	2,123,800.81	10/29/21	10/29/21	20%

3.6 Describe the major construction projects your organization has in progress, giving the name and location of project, owner, architect, staff assigned to the projects, construction contract amount, percentage complete and scheduled completion date. **See Below**

Major Construction Projects in Progress

Job Name	Location	Client Name	Architect Name	PM	Super	Estimated Cost	Complete	Completion Date
San Marcos Police Station	Austin, Texas	City of San Marcos	KGA	Troy Saint	Austin Young	8,621,901.24	97.78%	4/30/22
Travis County Tax Office	Hutto, Texas	Travis County Tax Office	Travis County Facilities Management Department	Michael Holiman	Vince Beach	6,314,229.86	98.24%	4/15/22
Williamson County ESD #3 FS #3	Austin, Texas	Williamson County ESD #3 KAH	Dick Clark and Associates	Troy Saint	Eric Burns	3,787,295.75	54.25%	4/30/22
Cambrian Office	Austin, Texas	REX Team	N/A	Colbey Bullock	Noel Healy	1,511,417.72	57.89%	6/30/22
Yackman	Austin, Texas	KCI Technologies	N/A	Tanner Shearer	Mark Franklin	576,662.19	53.29%	4/15/22
Dell PS4 Experience Lab	Round Rock, Texas	Dell	Cushing Terrell	Mike Massey	Eric Hausenfluck	1,476,663.32	5.02%	7/1/22
Dell RRS 3 Black Lab	Round Rock, Texas	Arba	Cushing Terrell	Michael Holiman	Eric Hausenfluck	557,902.45	0.00%	9/30/22
Watermark	Austin, Texas	Lincoln Properties	S. Tipton Studios	Tanner Shearer	Eric Hausenfluck	627,385.01	46.33%	4/30/22
Dell PS4 RTU Replacement	Round Rock, Texas	Dell	Cushing Terrell	Mike Massey	Eric Hausenfluck	1,766,853.95	0.05%	9/1/22
Citadel Bldg Improvements	Austin, Texas	Service Group Holdings	Paul Peel Design Studio	Tanner Shearer	Kristian Tietgen	684,170.38	0.09%	7/31/22
Cedar Park City hall bldg 1&2	Cedar Park	City of Cedar Park	Parkhill	Colbey Bullock	Eric Burns	2,037,009.69	0.00%	8/31/22
Wellmed Elgin	Elgin, Texas	The Dawley Group	The Dawley Group	Tanner Shearer	Chris Young	861,016.32	2.14%	6/30/22
Integral Care	Austin, Texas	Integral Care	STG Design	Michael Holiman	Austin Young	\$ 11,280,000.00	0.00%	3/1/23
Dell PS4 Roof Tops	Round Rock, Texas	Dell Technologies	Cushing Terrell	Mike Massey	Mark Franklin	\$ 1,974,000.00	0.00%	9/30/22
Dell New Roof	Round Rock, Texas	Dell	Antech Solutions	Mike Massey	Mark Franklin	\$ 4,180,000.00	0.00%	10/31/22

3.7 Please provide total worth of work (1) in progress and (2) under contract.

In Progress - \$32,000,000 Under Contract - \$55,000,000

3.8 Describe the projects, if any, of a similar scope that your organization has completed for a city or other government entity in the last ten (10) years, giving the name and location of project, owner, developer, architect, staff members and management assigned to projects, construction contract amount, date of completion and percentage of the cost of the work performed with your own forces.

Trimbuilt has teamed up with a number of public entities over the years and completed several projects similar to this one. We have completed a number of projects with the City of Cedar Park, recently completed a project with the City of Pflugerville and are wrapping up the City of San Marcos Police Department expansion project. The more recent City of Pflugerville and San Marcos projects were with the architectural firm KGA and the City of Cedar Park projects were partnered with PGAL and Parkhill. On each and everyone of these projects, our team utilized its own forces to self-perform all demo, rough carpentry, doors/frames/hardware, framing & drywall and acoustical ceiling work. Our self-performing percentages all consistently range in 20%-30% of the overall project scope.

3.9 Has any officer or principal of your organization ever been indicted or convicted of a felony? (If the answer is yes, please attach details.) **No**



SECTION 2:

Project Personnel and Experience

PROJECT PERSONNEL AND EXPERIENCE

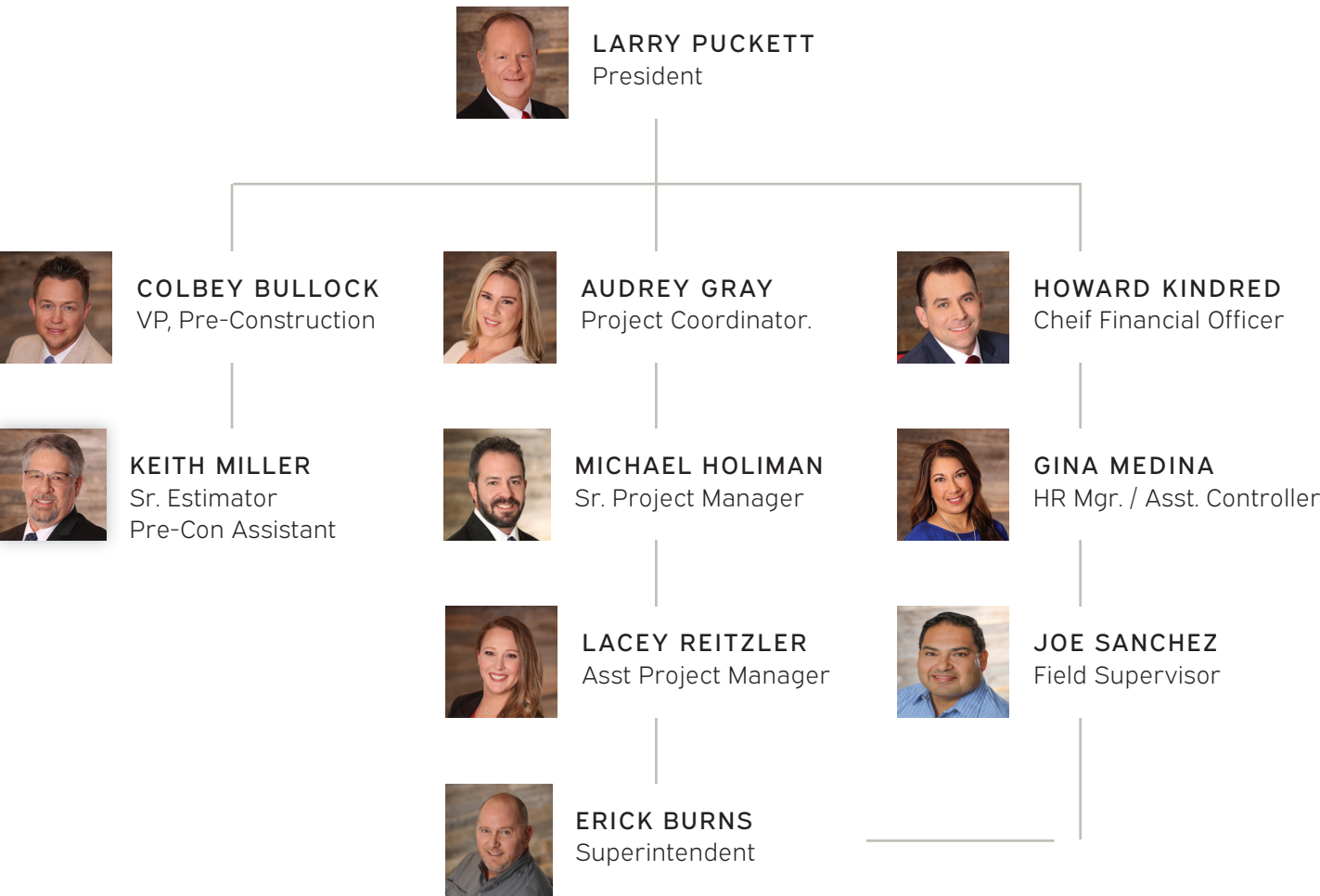
1. Personnel:

1.1 Please provide an organizational chart that identifies, in detail, (1) key project personnel including project executive, project manager, assistant project manager(s), estimator, project superintendent and assistant superintendent(s) and (2) other company personnel that support the key project personnel. For key project personnel, indicate on or off site and what percentage of time you anticipate each person will devote to this project once construction begins

- Estimator – 20% - Off site**
- PM – 55% - Off site**
- APM – 35% - Off site**
- Superintendent – 100% - On site**
- Project Executive – 5% - Off site.**



PROJECT TEAM ORGANIZATIONAL CHART



1.2. Please provide resumes for key project personnel and include information regarding:

1.2.1. Education

1.2.2. Work History (by company), in reverse chronological order.

1.2.3. Project experience, in reverse chronological order. Please list project name, contract amount, type and size of facility, owner, architect, engineer and capacity or position the key person served. Please note if the project was bid or negotiated.

Resumes are included at the end of Section 2.

1.2.4. Please describe how your firm intends to maintain continuity between pre-construction and construction services.

Great teams know how to work with each other by understanding their roles. For any CM at Risk project to be successful, it is imperative that the construction manager understand the owner's goals and expectations. Being a good listener is of the utmost importance and the first step in understanding the client's needs. From there, the team needs to stay on track with the owner's needs to ensure a successful project.

From there, it is important to have access to reliable costing information and strong subcontractors so that we can provide valid information to the rest of the team throughout the pre-construction phase. Responsiveness and communication is key.

When transitioning to construction, Michael and Erick have a proven track record of working together and keeping clients and design teams happy. We know how important completion dates are because owners have made commitments dependent on these dates. We also know that budgets have been established and it is very difficult to ask for more funding once the project starts. We will uncover obstacles early and our field team will endeavor to stay at or under the budget.

2. Experience.

2.1. Describe the experience of proposed key personnel with city hall buildings over the last five (5) years. Note role proposed key personnel performed with listed projects and whether the project was negotiated or bid.

Colbey has quite a bit of experience on both lump sum and negotiated projects regarding City Halls. The original build-out for the City of Cedar Park's City hall was negotiated and Colbey worked directly with the City of Cedar Park's team to advance that project. That particular project was negotiated with the asst City Manager and PGAL. More recently Trimbuilt has also been awarded the City of Cedar Park's new City Hall refresh project and Colbey also worked directly on this deal. Colbey also bid and landed the City of San Marcos's PD project as well as the City offices expansion project for the City of Pflugerville.

2.2. Describe the experience of proposed key personnel working together on prior projects.

The team proposed for this project has worked side by side for a number of years. This team has a great understanding of each other's strengths and weaknesses. We put forth our personnel in each area of expertise as the project progresses. We have a very detailed project management group, an aggressive estimating and precon team and a superintendent that prides himself on getting you into your new space safely, quickly and exceeding your expectations!

- 2.3. Describe your organization's concepts for working in a team relationship with the Owner and Architect during the design and construction of major projects. State why you believe your team is best qualified to address the issues which are relevant to this project.

Our team takes great pride in working together and supporting each other with all parties involved on every project. Please note that over 65% of our business is repeat business and we often ask ourselves if that is a good thing or not? The point is, we need to take care of you guys as owners and all involved on the A/E team because that's what promotes success and that's who we are. We've spent a fair amount of time studying the most successful projects and we've always found one common denominator.....the entire team! We note in the RFP that interviews weigh heavily on your decision-making process. We grin ear to ear when we see that having as much importance to you as it means to us. All in all, we believe that we're best fit to deliver this project because we want great things for you and need you to want us back as Burnet grows and has more needs.

- 2.4. Briefly describe the methods and systems you will use to control the project in areas such as schedule, budget, information tracking and reporting, safety and quality.

Trimbuilt is equipped with a number of checks and balances to maintain the overall project controls. We generate master schedules using Microsoft Project and utilize Excel for 3-week look ahead schedules. Each of these items are discussed weekly at OAC meetings. All budgets are also tracked using Excel. We have itemized bid sheets that are easy to follow and read. This makes communication of costs and breakdowns very clear and easy to interpret and understand. We also use tool-box talks, JSA's and safety reporting via Excel as well. Trimbuilt has used, tested and implemented different project management software over the last several years and we have found that it's much more efficient to use Excel as our main reporting tool.

- 2.5. Will your firm make all cost information available during design and construction available to the owner and architect? **Yes**
- 2.6. Is your firm willing to sign a contract in which you guarantee a maximum price (GMP)? **Yes**
- 2.7. Has any of your proposed team members ever been indicted or convicted of a felony? (If the answer is yes, please attach details.) **No**



LARRY PUCKETT

President

O: 512.832.1979 / D 512.225.6406
lpuckett@trimbuilt.com

Number of Years with Company - 10

About

Larry started his construction career in 1981 working for a small drywall company in Caldwell, Texas. He joined Trimbuilt in 1988 as a superintendent, where he worked his way to senior estimator, project manager, general manager, and now president. His vast experience in the construction industry allows him to mentor each member of the Trimbuilt team. He works closely with the client and the design team on a project from conception to completion.

Qualifications

- 41 Years in Construction, 29 Years at TCI
- OSHA 510
- OSHA 10 & 30 Hour
- General Management Experience

Skills/Abilities

Experience in estimating, project management, planning, project coordination, relocations, and job scheduling

Projects

- Q2 E-Banking
- Dell Round Rock 3 Refresh
- Dell Round Rock 1 Michael Dell's Office
- Recording Studio
- Wellmed
- Dell Round Rock 7 and 8 Refresh
- PN 1 Cafeteria
- Crimson Management Office
- Dell Data Center in a Box
- Indeed
- TMC Exit
- AMD Work
- 360 Seminar 301
- Congress
- Planview
- Highland Crossing
- PS 3 Data Center
- Compass Bank (LEED® Silver)
- Texas Facilities
- Commission DSHS Warehouse
- STG Office
- State Farm
- Ascendant Technology
- Regus
- Centene
- All Web Leads 1st & 2nd Floors
- Sanova Dermatology
- GTECH DCA Expansion
- Farm Credit



COLBEY BULLOCK

VP, Pre-Construction

O: 512.832.1979 / C: 512.921.0307
cbullock@trimbuilt.com

Number of Years with Company - 10

About

Colbey worked for a large, well respected general contractor in Austin before arriving at Trimbuilt in 2011 as estimator and project manager. He has experience managing multiple construction projects including corporate office interiors, technology facilities, and the industrial property market.

Colbey plans for the intricacies involved with scheduling subcontractors when existing tenants are present or near the construction project. He ensures compliance to building standards and looks for potential discrepancies to address during pre-construction.

Qualifications

- 16 Years in Construction
- OSHA 510 / OSHA 30 Hour
- B.S. Mathematics, Concordia University

Skills/Abilities

Extensive experience in small to large project estimating, project management, planning, project coordination, relocations, and job scheduling.

Project Experience

- Apple (Multiple projects)
- Dell (Multiple projects)
- Cedar Park Police Department, Fire Administration & City Hall
- Lyttle Law Firm
- Q2 eBanking
- Sanova Dermatology
- Apartment Realty Association
- Zenimaz
- Brandywine
- BushTree
- Corning
- Summit at Lantana
- Mandola's Italian Market
- Overlook Parking Garage
- TxDOT Flight Services
- Wellmed
- Braker Pointe
- Flix Brewhouse

**KEITH MILLER***Sr. Estimator*O: 512.832.1979 / C: 512.761.1975
kmiller@trimbuilt.com**Number of Years with Company - 14***About*

Keith has been in the construction industry for over 45 years. Within these years he has worked for many very successful companies. He has obtained the experience that will help complete your project on time and in budget.

Keith has vast experience, knowledge and the expertise to look for areas that save money on projects with tight budgets. He has the ability to take any project from estimate to completion making sure the project is built per plans and specifications while remaining fully code compliant.

Qualifications

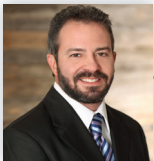
- 47 Years in Construction
- OSHA 30 Hour

Skills/Abilities

- Experience ranging from Superintendent to Project Management.
- Estimating of Commercial, Residential, Multi-Family & Industrial Projects
- Scheduling and Owner Interaction

Project Experience

- Austin Recovery
- Mt. Zion Baptist Church
- Code Ranch – Lightspeed
- Radam – 2 Story Ground-Up
- Christ Church Renovations
- Lakeline Apartments
- Cardinal Point Apartments
- Plucker's Wing Factory – 6 Locations
- WFG Financial
- FMG Print Solutions
- Aerotech
- QTC – 5th Floor Call Center
- QTC – 1st Floor Medical Center
- MCNA Dental – Call Center
- Progressive Insurance
- AT&T Center – Spurs Corporate Office
- Bee Line Delivery
- Miner Corporation – New Braunfels
- Cedra Clinical Research
- VidaCare
- Silencer Shop
- Lampassas Eye Care
- Lavaza – Congress Avenue
- ProLogis – Walnut Creek (Multiple Tiltwall Bldgs)
- ProLogis – Round Rock

**MICHAEL HOLIMAN***Sr. Project Manager*O: 512.225.6405 / C: 512.225.6405
mholiman@trimbuilt.com**Number of Years with Company - 9***About*

Michael's construction background was established in 2006 while working for a large, respected & known General Contractor in Austin, TX. His relationship working with Trimbuilt started as a Project Manager in 2012 and has grown into a senior project manager.

Has experience working in a number of remodel situations and is aware of the intricacies involved in dealing with scheduling subcontractors.

Qualifications and Certifications

- OSHA 30 Hour
- Bachelor Degree in Construction Science, Minor in Business, Texas A&M University
- Associate Constructor, American Institute of Constructors

Skills/Abilities

As a well-balanced Project Manager, Michael has experience with State, Federal, and private construction including Medical, Retail, Technology, and Restaurants.

Project Experience

- Wellmed Clinics throughout the region
- CPRMC Dr. Meadows
- AV Ambulatory Care Center
- Austin Heart
- Dell - long term repeat client
- Rosetta Stone
- Disorbo
- National Energetics
- Aquila
- Parkway Properties
- Consilience Software
- PetSmart
- Staples
- Four Points Retail
- Time Warner Finish-out
- Cisco Systems
- Pluckers
- HelioVolt
- Lutheran Social Services
- Texas School for the Deaf
- Henna Chevrolet
- Signature Science
- Certain Affinity
- QuantLab



ERICK BURNS

Superintendent

O: 512.832.1979 / C: 512.577.0275
eburns@trimbuilt.com

Number of Years with Company - 6

About

Erick's construction background began in 1982 while working for a General Contractor in Arkansas. His interest peaked in the ever expanding city of Austin encouraging him to relocate, hoping to further his construction career. He also has a wide range of experience working in multiple Class A / high-end corporate buildings and has proven himself extremely capable in dealings with such clientele.

His friendly personality and strong organizational and communication skills ensure smooth running projects that finish on time.

Qualifications

- 37 Years in Construction
- CPR Certified
- 6 Years with Trimbuilt
- Iron Works Certified
- OSHA 30

Skills/Abilities

Extremely efficient in scheduling, subcontractor relations, and has a great rapport with clients. Extensive knowledge of commercial and residential repairs.

Project Experience

- Cedar Park Police Station Expansion
- Cedar Park Fire Administration
- Brandywine
- Hardy, Heck, Moore & Associates
- Austin Convention Center and Visitors Bureau
- Jones Energy
- Goodwill
- First Southwest
- Amazing Academy
- Zenimax
- Mitrattech
- Sonic Restaurants (Fayetteville, AR)
- Private Franchise, 4 Locations
- Medical Associates of Northwest AR (Multiple back-to-back projects spanning over 25 years)
- PackRat
- Wal-Mart / Sams Club



LACEY REITZLER

Assistant Project Manager

O: 512.832.1979 / C: 512.502.4180
lreizler@trimbuilt.com

Number of Years with Company - 3

About

Lacey began her construction career in 2009 as an Executive Project Administrative Assistant serving as a liaison and representative to customers, office vendors and subcontractors. She is well versed in all administrative duties for construction projects, from contracts to submittals and close-outs, and communicates extremely well with all parties involved in a project.

Lacey has excellent organizational skills and advanced verbal and written communication skills, with an ability to meet fast-paced deadlines and prioritize tasks while maintaining acute attention to constantly changing details.

Qualifications

- 15 Years in Construction
- Associate in Applied Science in Building Construction Technology

Skills/Abilities

- Lacey is extremely knowledgeable in construction administration. She is proficient in Quicken, Timberline, ComputerEase Accounting, Plan Grid, ProContractor, Procore, ProLog, MS Office, and 10-key. Her ability to handle fast-paced stressful situations makes her an asset on any job.

Project Experience

- IDEA Public School Runberg Campus
- Killeen Fire Station
- Angelo State/Shannon Sports Medical & Clinic Building
- Lackland Airforce Base Homeland Security Building
- Grace Covenant Church Children's Education Building
- ATMI Production Facility
- Entegris Chemical Renovation and Expansion
- Children's Learning Center
- Cougar Village Dorms at University of Houston
- Elian Mixed Used Development
- Cornerstone Long Term Acute Care
- Everest Rehabilitation Hospital
- Angelo State/Shannon Sports Medical & Clinic Building
- Hilton Garden Inn & Convention Center



SECTION 3:
Financial Information

A. FINANCIAL INFORMATION

1. Financial Statement:

1.1 Please provide a current financial statement, preferably audited, including your organization's latest balance sheet and income statement indicating the following information. This information will be kept confidential by the City if each page of the financial statement is clearly marked "confidential".

- Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);
- Net Fixed Assets;
- Other Assets;
- Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);
- Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings.)

1.2 Please provide name and address of firm preparing attached financial statement, and date thereof.

1.3 Please confirm that the included financial statement is for the organization named on page one. If it is not, please explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

1.4 Please indicate if the organization whose financial statement is attached will act as guarantor of the contract for construction.:

A confidential financial statement is included in a seperate sealed envelope.

2. Surety:

2.1 Please provide name of bonding company.

Merchants Binding Company

2.2 Please provide name and address of agent.

**Seth Baker
6700 Western Parkway
West Des Moines, IA 50266-7754**

2.3 Please provide maximum bond amount available at this time.

\$30,000,000

2.4 Please provide your bond premium rate.

**First \$100K of contract - \$25 per \$1,000
Next \$400K of contract - \$15 per \$1,000
Next \$2M of contract - \$10 per \$1,000
Next \$2.5M of contract - \$7.50 per \$1,000
Next \$2.5M of contract - \$7 per \$1,000
Over \$7M of contract - \$6.50 per \$1,000**

3. Insurance:

3.1 Please provide name of insurance carrier or carriers.

Marsh

3.2 Please provide name and address of agent.

**Laura Gregory Byno
221 West 6th Street, Suite1400
Austin, TX 78701**

3.2.1 Please provide a Certificate of Insurance for all coverages.

See Below

Client#: 75170		14TRIMBCON		DATE (MM/DD/YYYY) 8/13/2021																																																																																																																																																																																																																
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LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>INSR LTR</th> <th>TYPE OF INSURANCE</th> <th>ADDL INSR</th> <th>SUBR WVD</th> <th>POLICY NUMBER</th> <th>POLICY EFF (MM/DD/YYYY)</th> <th>POLICY EXP (MM/DD/YYYY)</th> <th>LIMITS</th> </tr> </thead> <tbody> <tr> <td rowspan="5">A</td> <td><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</td> <td></td> <td></td> <td rowspan="5">DTCO5493M96APHX21</td> <td rowspan="5">08/15/2021</td> <td rowspan="5">08/15/2022</td> <td>EACH OCCURRENCE</td> </tr> <tr> <td><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR</td> <td></td> <td></td> <td>\$1,000,000</td> </tr> <tr> <td><input checked="" type="checkbox"/> PD Ded:2,500</td> <td></td> <td></td> <td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td> </tr> <tr> <td></td> <td></td> <td></td> <td>\$300,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td>MED EXP (Any one person)</td> </tr> <tr> <td></td> <td>GEN'L AGGREGATE LIMIT APPLIES PER:</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$5,000</td> </tr> <tr> <td></td> <td><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>PERSONAL & ADV INJURY</td> </tr> <tr> <td></td> <td>OTHER:</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$1,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>GENERAL AGGREGATE</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$2,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>PRODUCTS - COMP/OP AGG</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$2,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$</td> </tr> <tr> <td rowspan="5">D</td> <td>AUTOMOBILE LIABILITY</td> <td></td> <td></td> <td rowspan="5">BA3N0025232126G</td> <td rowspan="5">08/15/2021</td> <td rowspan="5">08/15/2022</td> <td>COMBINED SINGLE LIMIT (Ea accident)</td> </tr> <tr> <td><input checked="" type="checkbox"/> ANY AUTO OWNED</td> <td></td> <td></td> <td>\$1,000,000</td> </tr> <tr> <td><input type="checkbox"/> AUTOS ONLY</td> <td><input type="checkbox"/> SCHEDULED AUTOS</td> <td></td> <td>BODILY INJURY (Per person)</td> </tr> <tr> <td><input checked="" type="checkbox"/> HIRED AUTOS ONLY</td> <td><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY</td> <td></td> <td>\$</td> </tr> <tr> <td></td> <td></td> <td></td> <td>BODILY INJURY (Per accident)</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>PROPERTY DAMAGE (Per accident)</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$</td> <td>\$</td> </tr> <tr> <td rowspan="3">B</td> <td><input checked="" type="checkbox"/> UMBRELLA LIAB</td> <td></td> <td></td> <td rowspan="3">CUP7J3866652126</td> <td rowspan="3">08/15/2021</td> <td rowspan="3">08/15/2022</td> <td>EACH OCCURRENCE</td> </tr> <tr> <td><input type="checkbox"/> EXCESS LIAB</td> <td><input checked="" type="checkbox"/> OCCUR</td> <td></td> <td>\$5,000,000</td> </tr> <tr> <td><input type="checkbox"/> DED</td> <td><input checked="" type="checkbox"/> RETENTION \$10,000</td> <td><input type="checkbox"/> CLAIMS-MADE</td> <td>AGGREGATE</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$5,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$</td> </tr> <tr> <td rowspan="5">C</td> <td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td> <td></td> <td></td> <td rowspan="5">U8K5490942126G</td> <td rowspan="5">08/15/2021</td> <td rowspan="5">08/15/2022</td> <td>PER STATUTE</td> </tr> <tr> <td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? 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DESCRIPTIONS (Continued from Page 1)

Contractors Xtend Endorsement CGD316

Includes:

- Additional Insured Broad Form Vendors
- Blanket Waiver of Subrogation
- Blanket Additional Insured Owner, Managers or Lessors of Premises

Automobile:

Business Auto Extension Endorsement #CAT353

- Blanket Additional Insured - as required by written contract
- Blanket Waiver of Subrogation - as required by written contract

Blanket Waiver of Subrogation #CA0444

Blanket Additional Insured-Primary and Non-Contributory with Other Insurance - as required by written contract #CAT474

Designated Entity - Notice of Cancellation Provided by us ILT405

Workers Compensation:

Texas Waiver of our Right to Recover from Others #WC420304

Texas Notice of Material Change Endorsement-Blanket Notice of Cancellation -30 Days #WC420601

Umbrella:

Amendment - Other Insurance - Designated Personal or Organizations for Whom You have Agreed in a Written Contract to Provide Insurance #UM0479

Designated Entity - Notice of Cancellation Provided by us - as required by written contract #ILT405

Waiver of Our Right to Recover From Others #UM0488

Excess Follow Form #EU0006

3.3 Please provide total amount of excess liability insurance coverage in place.

\$5,000,000 Umbrella

3.4 Please provide your general liability insurance rate.

The GL rates are below:

Construction work (payroll) - \$15.677

Subcontracted work - \$2.127



SECTION 4:
Safety Program Information

A. SAFETY PROGRAM INFORMATION

1. Describe, in detail, your safety program.

We have included our past 3 years of OSHA-300 logs demonstrating the result of our exemplary safety protocols. All job-site superintendents are required to obtain OSHA-30 certification and perform weekly "Tool-Box Talks" and other Safety meetings required as necessary at every job site with all subcontractors and workers, as well as company-wide monthly Safety Meetings to address common and new issues that arise.

Trimbuilt Construction, Inc. also requires all employees to attend Safety Orientations and regular Safety Meetings. Our 422-page Safety Program is too large to include in this RFP response but we will gladly make it available for review upon request.

Beginning in March, 2020 when the current pandemic took hold, Trimbuilt immediately established and incorporated vigorous health protocols to prevent the spread of COVID-19 among the workforce and job-sites, including daily health screenings with temperature checks at each job-site. These protocols will remain in place and reviewed indefinitely until COVID-19 is no longer a nationwide health issue.

2. Please provide the name of your safety officer, contact information, resume and location at which they office.

Trimbuilt Construction, Inc. utilizes George Flores with ESC Safety, a 3rd party safety consultancy, to monitor and inspect job-site safety on a weekly basis and evaluate overall performance and compliance with safety guidelines. Each job site is graded on multiple risk factors, and inspection visits are not announced to the project staff and superintendents which keeps them on their toes! ESC Safety also provides necessary in-person OSHA trainings to our Superintendents, Project Managers, Field Staff and additional workforce.

(See below for Letter of Qualification)

3. Identify any violations of OSHA regulations your company has been found guilty of by OSHA within the past 10 years.

None

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.

Because the forms in this recordkeeping package are “fillable/writable” PDF documents, you can type into the input form fields and then save your inputs using the [free Adobe PDF Reader](#). In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 20

U.S. Department of Labor
Occupational Safety and Health Administration



Form approved OMB no. 1218-0176

Establishment name
THIBAUD CONSTRUCTION, INC.

City Austin State TX

You must record information on every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need it. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Identify the person		Describe the case		Classify the case				Enter the number of days the injured or ill worker was:		Select the "Injury" column or choose one type of illness.							
(A) Case no.	(B) Employee's name	(C) Job title <i>(e.g., Welder)</i>	(D) Date of injury on onset of injury <i>(e.g., 2/1/0)</i>	(E) Where the event occurred <i>(e.g., Loading dock north end)</i>	(F) Describe injury or illness; parts of body directly injured or made painful <i>(e.g., Second degree burns on right forearm; from acrylene torch)</i>	SELECT ONLY ONE box for each case based on the most serious outcome for that case.											
						Remained at Work				Away from work (K)	On job transfer or restriction (L)	(M)					
						Death (G)	Days away from work or restriction (H)	Job transfer from work or restriction (I)	Other recordable cases (J)			Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
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OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0

(g) (h) (i) (j)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0

(k) (l)

Injury and Illness Types

Total number of . . .	(m)	(n)	(o)
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Year 20 20

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176



Establishment information

Your establishment name Trimbuilt Construction Inc

Street 12800 North Lamar

City Austin State TX Zip 78753

Industry description (e.g., *Manufacture of motor truck trailers*)

General Contractor / Construction

Standard Industrial Classification (SIC), if known (e.g., 3715)

OR _____

North American Industrial Classification (NAICS), if known (e.g., 336212)

236220

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate)

Annual average number of employees 51

Total hours worked by all employees last year 103,318.50

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Larry Puckett Title President

Company executive

Phone 512 . 832 . 1979 Date 01 / 29 / 2021

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it

Because the forms in this recordkeeping package are “fillable/writable” PDF documents, you can type into the input form fields and then save your inputs using the [free Adobe PDF Reader](#). In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 19

U.S. Department of Labor
Occupational Safety and Health Administration



Form approved OMB no. 1218-0176

Establishment name Irimbuitt Construction, Inc.

Austin TX

You must record **informationally** about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for every injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

[illegible]

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room 3644 200 Constitution Avenue, NW, Washington, DC 20120. Do not send the completed forms to this office.

Page 1 of 1

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 20 19

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0

(G)

(H)

(I)

(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0

(K)

(L)

Injury and Illness Types

Total number of . . .	(M)	(N)	(O)	(P)
(1) Injuries	0	(4) Poisonings	0	
(2) Skin disorders	0	(5) Hearing loss	0	
(3) Respiratory conditions	0	(6) All other illnesses	0	

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Trimbuilt Construction Inc

Street 12800 North Lamar

City Austin

State TX

Zip 78753

Industry description (e.g., *Manufacture of motor truck trailers*)

General Contractor / Construction

Standard Industrial Classification (SIC), if known (e.g., 3715)

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

236220

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees

60

Total hours worked by all employees last year

119,564.5

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Larry Puckett

Title President

Company executive

Phone 512 - 832 - 1979

Date 01 / 30 / 2020



(Rev. 01/2004)

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are “fillable/writable” PDF documents, you can type into the input form fields and then save your inputs using the [free Adobe PDF Reader](#). In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form co-employee health and must protects the confidentiality possible while the informa occupational safety and h

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

[illegible]

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 20 18

U.S. Department of Labor
Occupational Safety and Health Administration



Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0

Injury and Illness Types

Total number of . . .	(M)	(1)	(2)	(3)	(4)	(5)	(6)
Injuries	0	Poisonings	0				
Skin disorders	0	Hearing loss	0				
Respiratory conditions	0	All other illnesses	0				

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

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OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

236220

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 60

Total hours worked by all employees last year 119,564.5

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Larry Puckett Title President

Company executive
Phone 512 - 832 - 1979 Date 01 / 30 / 2019

George L. Flores

E.S.C. Consultant

George Flores, Consultant

Engineering Safety Consultants

Employed: 1999-current

512-801-1995

Mr. Flores has over 20 years of experience in construction and industry safety consulting and training.

Current certifications: OSHA 500/502/510 (for Construction Industry), MSHA (through the University of Texas), CPR/First Aid (through AHA), Competent Person Scaffold Safety, 320 HS2 Train the Trainer (through the ASSE), Work Zone Traffic Control (through Texas A&M University).

Project experience:

Operations and management – mining and explosives

Training on site specific – fall protection, confined space, trenching/excavation, various lift equipment, First Aid/CPR, PPE

Safety consulting projects – Hensel Phelps, SpawGlass, Ryan Construction, Lott Brothers, Matous Construction, T Morales Electrical, Trimbuilt Construction



SECTION 5:

Project Narrative, Testimonials and References

A. PROJECT NARRATIVE, TESTIMONIALS AND REFERENCES

1. Narrative:

1.1 The Respondent shall provide, in 2000 words or less and on four (4) pages or less, a narrative that indicates their understanding of the Owner's needs, their knowledge of the elements involved in the project and the resources, methodologies and management philosophies that would be used for the project. Elements of the project construction such as timely scheduling, cost control, quality control and inspections, construction operations, logistics, and site safety should be addressed. The narrative should be concluded with a summary of the major features of their RFP and a statement analyzing the match between the Respondent's capabilities and the Owner's needs.

Trimbuilt understands the City of Burnet's desire to enter into a GMax on the overall project while working with the entire design team and budgeting the project along the way. We must state for the record that this is really the strongest approach to contending with the volatility of the market and overall global material issues. The best methodology we can take together as a team is to work quickly to helping you understand overall costs, large ticket items and overall schedule impacts from material leads.

Currently we are experiencing challenges on our current projects at every front. For example, we are in the process of re-roofing a 130,000 SF roof here in Round Rock, TX and there are long leads associated with the cover board and mastics. The TPO membrane is getting pushed on it's delivery date as well. We are thankful that we engaged folks very early on and we have a very open dialogue with the ownership on our current obstacles. On another project, we've encountered road blocks with HVAC equipment and this too can be headed off at the pass if we don't design to specific manufacturers and work to get all major vendors to study this project.

Let's elaborate on what we note is needed to succeed. The momentum of the project must be strong out of the gate and we have to get together regularly on the front end to push all areas of information to you. The team will need quick and informed decisions from the ownership team and the ownership team will need information and recommendations to make this happen. Meeting regularly up front so that we can break up all of the parts and pieces down and relay information about their cost and timing is imperative. Our team will be pushing the front end to keep the pace moving and consistently cover ground on the material front. That will be our largest challenge on this project. If we can get the materials, then we can deliver this project timely and in proper sequence.

Let's discuss this plan of attack in our interview!

2. Testimonials:

2.1 Respondents may include up to three (3) one-page letters from public owners (professional references) that they have worked with on previous projects. Letters should comment on budget and/or scheduling experiences and qualitative matters related to services received from the contractor or joint venture participants.

Four Testimonial Letters are after this section.

3. References:

3.1 Respondents may include other references from owners, architects and/or engineers that they have worked with on other projects.

Randy Lueders
City of City Park
512-401-5354
randall.lueders@cedarparktexas.com

Dustin Hogzett
Aquila Commercial
512-638-3870
hogzett@aquilacommercial.com

Gary McIlroy
IGT/Gtech
512-657-6835
gary.mcilroy@igt.com

James Mallinger
City of Cedar Park Fire Chief
512-401-5224
James.mallinger@cedarparktexas.gov

4. Remarks:

4.1 The Respondent may include up to two pages to address those issues which do not fall into any of the above categories or to expand on previous answers.

We look forward to the opportunity to sit down across the table with your team and discuss this exciting project!



May 7, 2018

Troy D. Saint
Senior Project Manager
Trimbuilt Construction, Inc.
12800 North Lamar
Austin, Texas 78753

Re: Trimbuilt Construction Testimonial

The City of Cedar Park has had two building construction projects with Trimbuilt Construction. The first was a successful 2 story finish out of an existing shell building that has been completed and is now occupied. The second is under construction and is a complex expansion and renovation of the City's Police Department Headquarters. It has been my pleasure to work with Project Manager Troy Saint and Superintendent Erick Burns on the current Police Department Headquarters Expansion project.

The Police Department project has encountered unforeseen conditions and design changes that have required several pricing exercises. Trimbuilt Construction has been an invaluable partner with the City by working tirelessly with many sub consultants to provide fair pricing for the required changes to the original design contract. This includes efforts to mitigate potential schedule impacts and strive to remain on schedule.

I would be pleased to work with this team again and would highly recommend them to other municipalities.

Sincerely,

Randall J. Lueders, P.E., CFM
Senior Project Manager
City of Cedar Park



E. POWELL THOMPSON
VICE CHAIRMAN OF THE BOARD
PTHOMPSON@THEABC BANK.COM

E. Powell Thompson
American Bank of Commerce
610 W. 5th Street
Austin, TX 78701
512-391-5510
Pthompson@theabcbank.com

November 1, 2021

To whom it may concern:

It has been my pleasure to work with Trimbuilt Construction, Inc. for our construction needs.

Our most recent project with Trimbuilt took place between April 2019 and June 2019 consisting of 1,245 SF Remodel, including Demo, Build-Back, New Entry Door, New flooring, Cabinets, and Paint.

During the project we faced many difficult challenges including unforeseen conditions and design changes that required additional pricing exercises. Trimbuilt has been an invaluable partner with our company by working tirelessly with many sub consultants and subcontractors to provide fair pricing for the required changes to the original design contract including efforts to mitigate potential schedule impacts.

I would be pleased to work with this team again and would highly recommend them to other businesses or entities requiring complex construction services.

Sincerely,

E. Powell Thompson
Vice Chairman of the Board
American Bank of Commerce

AUSTIN • COLORADO SPRINGS • LUBBOCK • ADDISON • PUEBLO • WOLFFORTH
610 W. 5TH STREET • AUSTIN, TX 78701
TEL: 512-391-5500 • FAX: 512-391-5599
WWW.THEABC BANK.COM



7171 Southwest Parkway
Building 500 – Suite 125
Austin, Texas 78735
Main: (512) 279-4826
Fax: (512) 279-4845

October 29, 2021

To whom it may concern;

Trimbuilt Construction, Inc., has provided construction services for me for over 20 years.

Our most recent project with Trimbuilt took place between January 2019 and February 2020. It was a major undertaking of removing and replacing all existing chilled water supply and return pipe/fittings and installing new insulation throughout an 820,000 square foot, fully occupied office campus. The job was so complicated that during the RFP process, most bidders refused to submit a bid, whereas Trimbuilt stepped up to the challenge.

This project entailed some of the most difficult challenges and conditions expected when replacing a large multi-building chilled water system. After a portion of the system had already been replaced we incorporated live design changes that required additional engineering mid-way through the project. Trimbuilt was an invaluable partner with our company by working directly together with the architect, engineers and our facilities management to provide smart solutions and fair pricing for the required changes to the original design contract including efforts to mitigate potential schedule impacts.

I would be pleased to work with this team again and would highly recommend them to other businesses or facilities requiring any type of construction services.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'K. Goddard'.

Kathleen Goddard, CPM
General Manager – The Summit at Lantana



October 28, 2021

To whom it may concern:

It has been a great experience to work with Trimbuilt Construction, Inc. for our construction needs.

Our most recent project with Trimbuilt took place between June 1, 2019 and December 31, 2019 consisting of the full floor finish out at our Austin downtown location.

As our project went on we faced many obstacles before reaching our final interior finish that matched our vision. Trimbuilt was an unbelievable partner to work with while we built our best space ever, and regardless of our ever changing designs they were able to mitigate all schedule impacts, keep costs within budget, and still produce a top-notch Class-A product within our time frame.

I would highly recommend working with this team for top quality interior construction results, and I would not hesitate to choose them again for my next project.

Sincerely,

Greg Skelton
Partner
Cherry Bekaert LLP



SECTION 6:
Fee Quotation

A. FEE QUOTATION

1. Preconstruction Phase Services Fee – provide the not-to exceed cost of performing Preconstruction Phase Services (design phase) in accordance with the proposed contract and the stated schedule. Include all associated costs such as travel, printing, consultant fees, general overhead, office supplies, etc.
\$3500
2. Construction Phase Services Fee – indicate your fee (overhead and profit) stated as a percentage cost of the work, for providing Construction Phase Services in accordance with the proposed contract, the stated schedule, and any other terms, conditions, or qualifications that apply to the fee. If you charge a different fee for change orders, indicate what fee you charge (overhead and profit) for change orders as a percentage of the cost of the work to be performed under the change order or any other terms, condition, or qualifications that apply to the fee for change orders.
Overhead Fee - 7%
Profit Fee - 5%
P&P Bond - 2.10%
Fee on Charge Orders - 6% fee plus Overhead & Profit fees
3. State any exceptions, qualifications, or revisions you would propose to a proposed contract based on AIA Document A133.
We assume that this project is tax exempt and the permit cost are paid or waved by the City of Burnet. All allowable General Conditions will be negotiated at first pricing proposal.
4. The costs of the Allowable General Conditions shall be negotiated in conjunction with the compilation of the Guaranteed Maximum Price. Allowable General Conditions are listed in Exhibit "E".



Fire Department

ITEM 4.9

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

Agenda Item Brief

Meeting Date:	April 26, 2022
Agenda Item:	Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET APPROVING A LICENSE AGREEMENT ALLOWING CAREFLITE STAFF TO BE HOUSED AT THE CENTRAL FIRE STATION: H. Erkan
Background:	CareFlite is a nonprofit 501c3 corporation operating helicopter Air Ambulance bases in Burnet, Dallas, Fort Worth, Granbury, McKinney, Gainesville, and Whitney Texas. The emergency helicopter ambulance service provide by CareFlite provides a benefit to Burnet, community.
Information:	CareFlite currently houses emergency helicopter ambulance at the Central Fire Station. This resolution authorizes the City Manager to execute a license agreement, formalizing the current arrangement. The resolution also, authorizes the City Manager to terminate the agreement for a material breach.
Fiscal Impact	The license agreement authorizes CareFlite to pay a monthly Use fee of \$1,500.00
Recommendation:	Approve and adopt Resolution R2022-39 as presented.

RESOLUTION NO. R2022-39

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING A LICENSE AGREEMENT ALLOWING CAREFLITE STAFF TO BE HOUSED AT THE CENTRAL FIRE STATION.

WHEREAS, CareFlite is a nonprofit 501c3 corporation operating helicopter Air Ambulance bases in Burnet, Dallas, Fort Worth, Granbury, McKinney, Gainesville, and Whitney Texas; and

WHEREAS, City Council recognizes the benefits of having an helicopter Air Ambulance based at the Burnet Municipal Airport; and

WHEREAS, CareFlite employees are currently housed in Licensor's Central Fire Station by an informal arrangement; and

WHEREAS, City Council deems it appropriate to enter into this Agreement in order to memorialize the terms and conditions by which CareFlite employees may continue to be housed in the Central Fire Station.

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

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

Section two. Approval. The License Agreement attached hereto is hereby approved.

Section three. Authorization. The City Manager is hereby authorized and directed to execute a License Agreement, in substantial form as the attachment, on behalf of the City and take such further actions and execute such ancillary documents as may reasonably be necessary to facilitate the purpose of this resolution. Moreover, the City Manager is hereby authorized to terminate the Agreement, without the necessity of further City Council directions for any material breach by CareFlite as described in said Agreement.

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, as modified by the governor's orders in response to the COVID-19 pandemic.

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 26th day of April, 2022.

CITY OF BURNET, TEXAS

ATTEST:

Crista Goble Bromley, Mayor

Kelly Dix, City Secretary

LICENSE AGREEMENT

THIS AGREEMENT is entered into by and between the City of Burnet, a Texas Home Rule Municipal Corporation, ("Licensor") acting by and through its City Manager, and CareFlite, a Texas nonprofit 501c3 corporation, ("Licensee") acting by and through its President to be effective as of the date set out below.

Recitals

WHEREAS, Licensor is a Texas home rule municipality which maintains a fire department, as a governmental function, to provide protection to the citizens of the City of Burnet and its environs from fires and other emergencies; and

WHEREAS, Licensee is a nonprofit 501c3 corporation operating helicopter Air Ambulance bases in Burnet, Dallas, Fort Worth, Granbury, McKinney, Gainesville, and Whitney Texas; and

WHEREAS, Licensor recognizes the benefits Licensee's Mission serves the Burnet, community; and

WHEREAS, Licensor has allowed Licensee's employees to be housed in Licensor's Central Fire Station, in order for Licensee to best fulfill its mission; and

WHEREAS, the Parties enter into this Agreement in order to memorialize the terms and conditions by which Licensee may continue to be housed in the Central Fire Station.

NOW THEREFORE, for and in consideration of the mutual promises and obligations set out herein, the Parties agree as follows:

I. DEFINITIONS

- 1.1 City Manager means Licensor's City Manager or the City Manager's designee.
- 1.2 Facility means The Burnet Fire Department Central Station located at 2002 S Water St, Burnet, TX 78611.
- 1.3 Licensee's Mission means the provision of helicopter Air Ambulance to the City of Burnet and surrounding areas.
- 1.4 Licensor's Mission means the provision of firefighting and emergency medical services to the City of Burnet and surrounding areas.
- 1.5 Parties means Licensor and Licensee collectively and Party, means either Licensor or Licensee as context may require.

- 1.6 Premises means that area of the Facility the City Manager authorizes Licensor to house its employees and store its equipment.

II. USE OF PREMISES

- 2.1 Provided that Licensee substantially complies the terms and conditions set forth in this Agreement, Licensor grants Licensee revocable permission to enter and use, the Premises to the extent described in this Article II.
- 2.2 Permission for Licensee to enter and use the Premises under this Agreement shall be non-exclusive, and Licensee's use of the Premises shall be subject to Licensor's paramount use of the Premises for Licensor's Mission.
- 2.3 Licensee's use of the Premises shall be limited to housing of up to three of Licensee's employees at one time, and storage of Licensee's equipment, that is directly related to Licensee's Mission.

Note: This License pertains exclusively to use of the Facility. The storage of rotary wing aircraft and related equipment at the Airport shall be addressed by separate agreement.

- 2.4 The City Manager shall impose and enforce all necessary and proper rules for the management and operation of the Premises, including rules related to the housing of Licensee's employees and storage of Licensee's equipment.
- 2.5 Licensee agrees that its employees and any other individuals under its control shall abide by, conform to, and comply with, the rules imposed by the City Manager as well all applicable municipal, state and federal laws, ordinances, rules and regulations and that it will not do, or permit to be done, anything in violation hereof. If the attention of Licensee is called to any such violation, Licensee, or those under its control, will immediately desist from and correct such violation. Failure to comply with Section shall be cause for immediate termination of this Agreement.

III. TERM OF AGREEMENT/EFFECTIVE DATE/FEEs

- 3.1 This Agreement may be terminated by either Party with or without cause upon thirty days' notice to the other Party and will remain in effective until such termination. Notwithstanding the forgoing, this Agreement may be immediately terminated by the City Manager for Licensee's violation of Sections 2.5, 3.3.2, 6.4.4 or 6.4.6.
- 3.2 This Agreement shall be effective as of the date executed on behalf of Licensor.
- 3.3 Licensee shall pay a use fee of \$1,500.00 monthly which shall be prorated the first month if the License does not become effective on the first day of the month.

On the Effective Date Licensee shall pay the prorated fee and the fee for the following month. Thereafter Licensee shall pay the fee on the first day of each month.

3.3.1 Failure to pay the fee on or before the third day of said month shall be cause for Licenser to impose a fifty-dollar late fee.

3.3.2 Failure to pay the fee on or before the tenth day of said month shall be cause for Licenser to terminate this Agreement immediately.

3.4 Utilities costs shall be included in the Fee.

IV. ACCEPTANCE AND CONDITIONS OF FACILITY

License has been afforded sufficient time and opportunity to examine the Facility, and Premises, therein, and to acknowledge that there is in and about them nothing dangerous to life, limb, or health and hereby waives any claim for damages that may arise from defects of that character after occupancy. Licensee's acceptance of this License shall be conclusive evidence of Licensee's acceptance of the Premises provided within the Facility and that same is in good satisfactory order in its present condition of AS IS, WHERE IS AND WITH ALL FAULTS and is suitable for the purpose for which licensed. Licenser specifically disclaims any warranty of suitability for intended purposes of Licensee.

V. MAINTENANCE

5.1 Licenser's Maintenance: During the term of this Agreement, Licenser shall, at its sole expense provide all manpower, supplies and materials for the purpose of provide maintenance to the Facility to the extent reasonably necessary to facilitate the fulfilment of Licenser's Mission.

5.2 Licensee's Maintenance. During the term of this Agreement, Licensee shall, at its sole expense provide all manpower, supplies and materials for the purpose of provide maintenance to the Premises to the extent reasonably directed by the City Manager.

V. INDEMNIFICATION

Licensee covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, Licenser, and the elected officials, employees, officers, volunteers and representatives of Licenser, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the Licenser directly or indirectly arising out of, resulting from or related to Licensee's activities under this Agreement, including any acts or

omissions of Licensee, any agent, officer, representative, or employee, of Licensee, and their respective officers, agents employees, and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of Licensor, its officers, or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT LICENSEE AND LICENSOR ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE LICENSOR UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Licensee shall advise Licensor in writing within 24 hours of any claim or demand against Licensor or Licensee known to Licensee related to or arising out of Licensee's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Licensee's cost. Licensor shall have the right, at its option and at its own expense, to participate in such defense without relieving Licensee of any of its obligations under this paragraph.

VI. INSURANCE

Licensee shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Licensee's operation and use of the leased Premises.

- 6.1. No Limitation.** Licensee's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Licensee to the coverage provided by such insurance, or otherwise limit the Licensor's recourse to any remedy available at law or in equity.
- 6.2. Minimum Scope of Insurance.** Licensee shall obtain insurance of the types described below:
 - 6.2.1.** Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover Premises and contractual liability. The City shall be named as an insured on Licensee's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing equivalent coverage.

6.2.2. Property insurance shall be written on an all-risk basis and provide per occurrence coverage.

6.3. **Minimum Amounts of Insurance.** Licensee shall maintain the following insurance limits:

6.3.1. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

6.3.2. Property insurance shall be written covering the full value of Licensee's property and improvements with no coinsurance provisions.

6.4. **Other Insurance Provisions.** The Licensee's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain, that they shall be primary insurance as respects the Licensor. Any Insurance, self-insurance, or insurance pool coverage maintained by the Licensor shall be excess of the Licensee's insurance and shall not contribute with it.

6.4.1. *Acceptability of Insurers.* Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-VII.

6.4.2. *Verification of Coverage.* No later than ten (10) business days after execution of this Agreement by the Parties, Licensee shall furnish the Licensor with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Licensee. Licensee's failure to comply with this provision shall be cause for Licensor's immediate termination of this Agreement.

6.4.3. *Waiver of Subrogation.* Licensee and Licensor hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Premises. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

6.4.4. Intentionally deleted.

6.4.5. *Notice of Cancellation.* The Licensee shall provide the Licensor with written notice of any policy cancellation, within two business days of its receipt of such notice.

6.4.6. *Failure to Maintain Insurance.* Failure on the part of the Licensee to maintain the insurance as required shall constitute a material breach of this Agreement, upon which the Licensor may, after giving five (5) business days' notice to the Licensee to correct the breach, terminate this License.

Licensee's failure to comply with this provision shall be cause for Licensors' immediate termination of this Agreement.

6.4.7. *City Full Availability of Licensee Limits.* If the Licensee maintains higher insurance limits than the minimums shown above, the Licensors shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Licensee, irrespective of whether such limits maintained by the Licensee are greater than those required by this Agreement or whether any certificate of insurance furnished to the Licensors evidences limits of liability lower than those maintained by the Licensee.

VII. MISCELLANEOUS TERMS

- 7.1 **Non-assignable.** This Agreement is personal to Licensee. It is non-assignable, and any attempt to assign this Agreement will terminate all privileges granted to Licensee.
- 7.2 **No Joint Venture.** Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third-party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the Parties hereto. It is understood and agreed that no provision contained in this Agreement, nor any acts of the Parties create a relationship other than the relationship of Licensors and Licensee.
- 7.3 **Severability.** The Parties agree that if any clause or provision of this Agreement is determined to be illegal, invalid or unenforceable under any present or future federal, state, or local law, including, but not limited to, the City Code, or City ordinances of the City of Burnet, Texas, effective during the term of this Agreement, then and in that event it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.
- 7.4 **Notice.** Notices to Licensors required or appropriate under this Agreement shall be deemed sufficient if in writing and hand delivered or mailed, registered, or certified mail, postage prepaid, addressed to:

City of Burnet

Attn: City Manager
PO BOX 1369
1001 Buchanan Drive, Suite 4
Burnet, Texas 78611

or to such other address as may have been designated in writing by City from time to time. Notices to Licensee shall be deemed sufficient if in writing and hand delivered or mailed, registered or certified mail, postage prepaid, addressed to Licensee at:

INSERT

- 7.5 **Jurisdiction and venue.** This Agreement shall be construed under and in accordance with the laws of the state of Texas, and all obligations of the Parties created hereunder are performable in Burnet County, Texas.
- 7.6 **Gender.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.
- 7.7 **Captions.** The captions contained in this Agreement are for convenience or reference only and in no way limit or enlarge the terms and conditions of this Agreement.
- 7.8 **No holdover.** Licensee shall have no right to hold over after the end of the term of this License Agreement.
- 7.9 **Entire Agreement/Amendment.** This Agreement constitutes the entire Agreement between the parties, any other written or parole agreement with City being expressly waived by Licensee. Moreover:
- 7.1.1 No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the Parties.
- 7.1.2 Any amendment, modification, or alteration of the terms of this Agreement shall not be binding on Licensor unless approved by Licensor's governing body as evidenced by ordinance or resolution.
- 7.10 **Authority.** The signer of this License Agreement for Licensee hereby represents and warrants that he or she has full authority to execute this Agreement on behalf of Licensee.

The remainder of this page intentionally left blank and signature page follows.

IN WITNESS WHEREOF, we have affirmed our signatures this ___ day of _____, 2022.

LICENSOR:
CITY OF Burnet,
a Texas municipal corporation

David Vaughn, City Manager

ATTEST:

Kelly Dix, City Secretary

LICENSEE:
CAREFLITE

By: Michael J. Schaefer
Title: Interim C.O.



Administration

ITEM 4.10

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

Agenda Item Brief

Meeting Date:	April 26, 2022
Agenda Item:	Discuss and consider action: Accept resignation and appoint members to the Burnet Zoning Board of Adjustments: K. Dix
Background:	<p>The Zoning Board of Adjustments (ZBOA) is a board of the City with five members and two alternates.</p> <p>The Board is established by ordinance consistent with State Code 211.008. The Board has the power to hear and determine appeals concerning the refusal of building permits, appeals resulting from administrative decisions and to permit exception, or variation from zoning regulations.</p>
Information:	<p>Staff received notification from Board Member Paul Shell that he will no longer be able to serve and submitted his resignation from the Burnet ZBA creating a vacancy to be filled. The vacancy will be for an unexpired term that ends in June 2022.</p> <p>Herve Derek Fortin submitted an application for consideration of appointment to the Burnet Zoning Board of Adjustments to fill the unexpired term that will end in June 2022</p>
Fiscal Impact:	None.
Recommendation:	Staff recommends accepting the resignation of Paul Shell from the Burnet Zoning Board of Adjustments and appointing Herve Derk Fortin to fill the unexpired term that will end in June 2022.



City of
BURNET TEXAS

Please return completed application to:
City Secretary's Office
1001 Buchanan Drive, Suite 4
P.O. Box 1369
Burnet, TX 78611
By fax 512-756-8560
By email to kdix@cityofburnet.com

BOARDS AND COMMISSIONS APPLICATION

I am interested in serving on the following City of Burnet Board or Commission:

- | | |
|----------------------------------------------------------------------|-------------------------------------------------------------------|
| <input type="checkbox"/> Economic Development Corporation Board | <input type="checkbox"/> Airport Advisory Board |
| <input type="checkbox"/> Historic Preservation Board | <input type="checkbox"/> Charter Review Committee |
| <input checked="" type="checkbox"/> Board of Adjustments and Appeals | <input type="checkbox"/> Police Department Citizen Advisory Board |
| <input type="checkbox"/> Planning & Zoning Commission | |

Name: Herve Derek Fortin Telephone: (512) 588-9180

Residential Address: 115 Fox Circle, Burnet, TX 78611

E-mail Address: hderek.fortin@gmail.com DOB: 04/05/1946

Resident of the City of Burnet for 11 years.

Are you a registered voter of the City of Burnet? ☒ Yes ☐ No Voter Registration No. 1173768473

Occupation: Retired

I have attended one or more meetings of the board or commission for which I have applied. ☐ Yes ☒ No

Does any potential conflict of interest exist which may interfere or inhibit you to carry out the duties of the Board or Commission for which you have applied? ☒ Yes ☒ No (If Yes, please explain.)

NO

(Form checks both boxes when No is selected)

Do you serve on any other board/commission at this time: If so, please list:

Planning & Zoning

Special knowledge or experience applicable to City board or commission function: (please explain.)

Serving on Planning & Zoning, City of Burnet Council Member 2013-2015

Please provide any additional information you feel would be useful to the City Council in considering your application. Please use additional sheets as necessary. A cover letter and/or resume may also be submitted with the application.

43 Year Career in Comprehensive Youth Development

Applicant Signature: 

Date: April 8, 2022