



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 **14th day of June 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) Delaware Springs Quarterly Report: T. Nash

1.2) Development Services and Engineering Department Report: E. Belaj/ L. Kimbler

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 May 24, 2022, Regular City Council Meeting Minutes

2.2) Approval of the May 26, 2022 City Council Budget Workshop Meeting minutes.

2.3) A RESOLUTION OF THE CITY COUNCIL OF BURNET, TEXAS, AUTHORIZING THE RELEASE AND TERMINATION OF EASEMENTS LOCATED ON THE BURNET ECONOMIC DEVELOPMENT CORPORATION'S 281 SOUTH COMMERCE TRACT KNOWN AS THE CROSSING AT 281 H. Erkan

3. PUBLIC HEARINGS/ACTION: None

4. ACTION ITEMS:

4.1) 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 74 (ENTITLED "PARKS AND RECREATION") BY ESTABLISHING A NEW SECTION 74.11 (ENTITLED "ANIMALS IN CITY PARKS"); PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: H. Erkan

4.2) 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 106 (ENTITLED TRAFFIC AND VEHICLES") BY AMENDING AND RETITLING ARTICLE V AS "ABANDONED, JUNKED, AND THE TOWING AND IMPOUNDMENT OF, VEHICLES"; PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, CORRELATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: H. Erkan

4.3) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING PROCEEDING WITH THE ISSUANCE OF CITY OF BURNET, TEXAS CERTIFICATES OF OBLIGATION; DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; AND OTHER REALTED MATTERS: D. Vaughn

4.4) Discuss and consider action: Addition of one School Resource Officer to serve in the Burnet Consolidated Independent School District: B. Lee

4.5) Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, PRELIMINARILY ACCEPTING PUBLIC STREET, WATER, AND WASTEWATER IMPROVEMENTS CONSTRUCTED WITHIN THE CROSSINGS AT 281 SUBDIVISION; AND APPROVING FISCAL SURETY FOR INFRASTRUCTURE IMPROVEMENTS: L. Kimbler

4.6) Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A NEW FEE SCHEDULE ASSOCIATED WITH THE CONTRACT WITH ATS ENGINEERS, INSPECTORS AND SURVEYORS FOR PLAN REVIEW AND BUILDING INSPECTION SERVICES: L. Kimbler

4.7) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE "FINAL PLAT" OF DELAWARE SPRINGS SUBDIVISION, SECTION 19, PHASE 3, A PROPOSED 15-LOT RESIDENTIAL SUBDIVISION CONSISTING OF APPROXIMATELY 5.45 ACRES: L. Kimbler

4.8) Discuss and consider action: A RESOLUTION BY THE CITY OF BURNET, TEXAS AUTHORIZING THE USE OF RESTRICTED CAPITAL EQUIPMENT RESERVE FUNDS TO REIMBURSE THE CITY'S OPERATING FUNDS FOR THE PURCHASE OF A NEW FIRE ENGINE: P. Langford

4.9) Discuss and consider action: A RESOLUTION BY THE CITY OF BURNET, TEXAS TO TRANSFER THE BALANCE OF THE LCRA CREDIT CAPITAL RESERVE ACCOUNT TO THE CAPITAL EQUIPMENT RESERVE ACCOUNT: P. Langford

4.10) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING TWO LETTERS OF INTENT TO GROUND LEASE PROPERTY AT THE BURNET MUNICIPAL AIRPORT: A. Feild

4.11) Discuss and consider action A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING AN INTERIM CONTRACT FOR FIXED BASE OPERATION SERVICES FOR THE BURNET MUNICIPAL AIRPORT: A. Feild

4.12) Discuss and consider action A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE CITY MANAGER TO SIGN A LEASE AGREEMENT BETWEEN THE CITY OF BURNET AND CAREFLITE FOR HANGAR B-9: A. Feild

4.13) Discuss and consider action: on A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING A UTILITY OVERSIZING AGREEMENT FOR CREEKFALL SUBDIVISION PHASES ONE AND TWO AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY. H Erkan

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 10th day of June 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 June 10, 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:

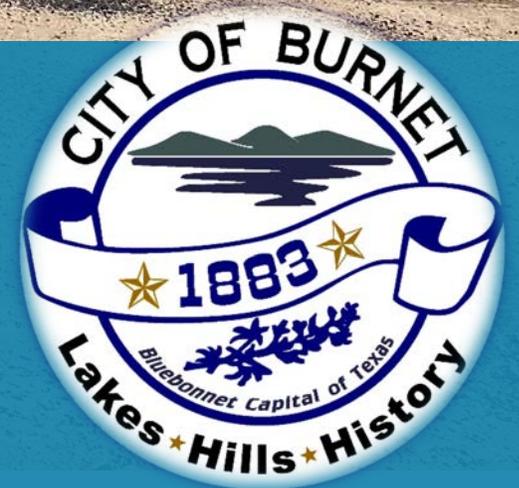
The City of Burnet Council Chambers is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services, such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's 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.

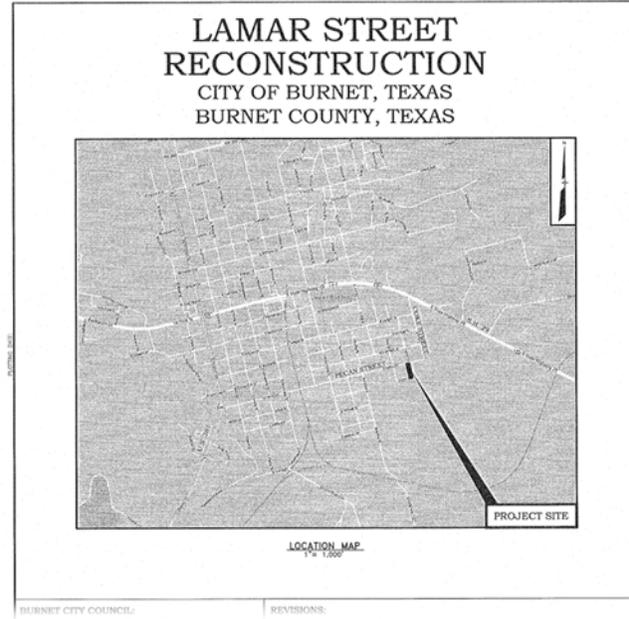
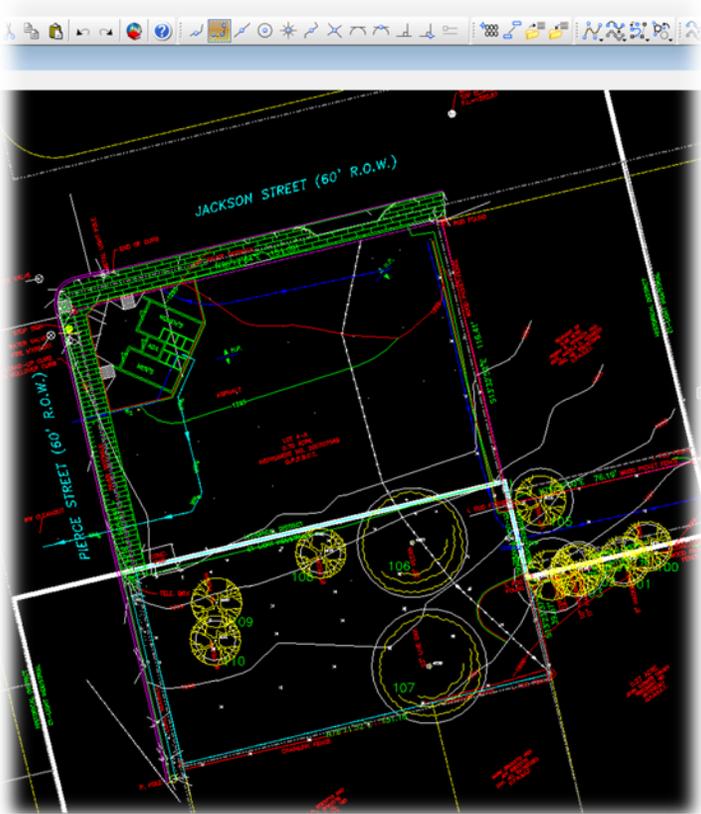
RIGHT TO ENTER INTO EXECUTIVE SESSION:

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).



ENGINEERING REPORT - JUNE 2022





- Lamar St Under Construction
- Under Design design: Jackson St Restrooms

ENGINEERING REPORT



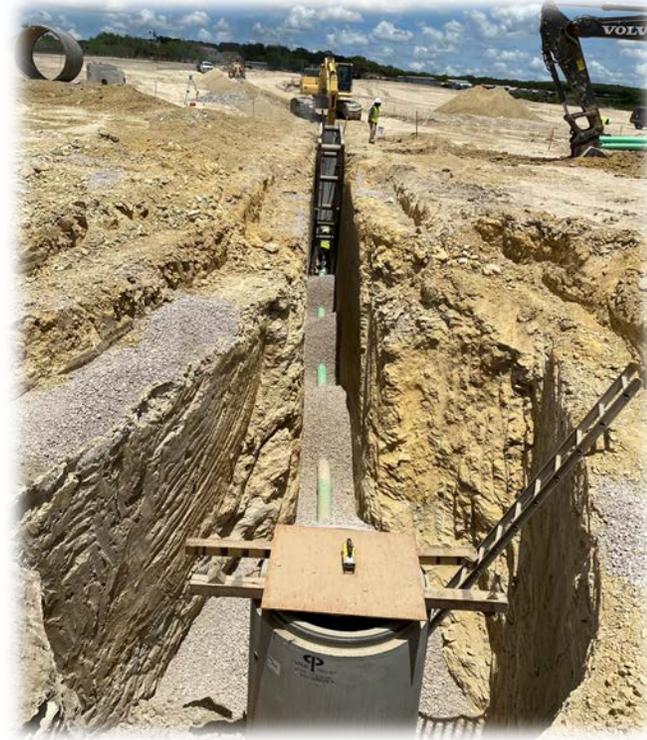
ENGINEERING REPORT

- Tom Kite/del Springs Blvd Under Design
- Houston-Clinton Preparing for Construction
- Under Design design: Jackson St Restrooms

ENGINEERING REPORT

Project Mgmt. Developments/Inspections

- CreekFall Phase 1&2
- Delaware Springs 19 PH3
- Eagles Nest Section 3
- Headwaters Phase 2
- BCISD Sports Complex
- Sunday Drive



CAPITAL IMPROVEMENT PROGRAM

- 5 Year & 10 Year CIP
 - Maintenance Projects
 - New Infrastructure
 - EDC Collaboration
 - Etc.



**Capital Improvement Plan
2020 - 2025**

QUESTIONS





Delaware Springs Quarterly Report

Club House Renovation



Roof Replacement

Grease Trap

Kitchen Appliances

Table and Chairs

Flooring

Siding

Rock outside

Countertop Replacement

Door and Window Replacement

SIDING SHOULD BE DONE THIS WEEK & ROCK STARTED ON MONDAY

ESTIMATED FINAL COMPLETION END OF JULY







Question

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

On this the 24th day of May, 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 Dennis Langley, Philip Thurman, Mary Jane Shanes, Cindia Talamantez, Ricky Langley
Absent Joyce Laudenschlager
City Manager David Vaughn
City Secretary Kelly Dix

Guests: Adrienne Feild, Habib Erkan, Mark Miller, Mark Ingram, Tony Nash, Patricia Langford, Andrew Scott, Leslie Kimbler, Kelli Sames, Brian Lee, Alan Burdell

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

INVOCATION: Led by Council Member Mary Jane Shanes

PLEDGES (US & TEXAS): Led by Council Member Cindia Talamantez

SPECIAL REPORTS/RECOGNITION:

Fire Department Quarterly Report: M. Ingram: Fire Chief Mark Ingram updated all present on current staffing levels. The department expects to reach a full staff level in the next two weeks with a total of ten personnel per shift. Chief Ingram had the new 2022 Pierce PUC Fire truck on location for all to see. Engine 3 is the next vehicle scheduled for replacement. Chief Ingram informed all present that the department will be attending a demo on the Zoll Autopulse Resuscitation System- this system provides high quality automated CPR to victims of sudden cardiac arrest. This system comes highly recommended for patient care and is being considered for as additional equipment for each ambulance.

Chamber of Commerce Update Report: A. McKee: Chamber of Commerce Director, Allison McKee updated the Council on the monthly Coffee and Conversation meet & greet for the new City employees, the fish fry provided to City Staff for assistance with the Bluebonnet Festival and the Business After Hours event that was held at Spider Mountain. All functions were well attended and expected to grow. The Student Job Board is up and running with sixteen participating businesses. Ms. McKee also updated all on the Women in Business Program which is a partnership with the Bertram Chamber of Commerce, The Tourism Committee, Relocation Guide and Membership Directory, the Burnet Brochure that has been updated and the conversion of the Chamber processes from excel spreadsheets to a customer relationship management program.

CONSENT AGENDA ITEMS:

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

Approval of the May 10, 2022, Regular City Council Meeting Minutes:

Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING ACCEPTANCE OF THREE PUBLIC UTILITY EASEMENTS ASSOCIATED WITH A WATER LINE PROJECT SOUTH OF THE INTERSECTION OF TEXAS HIGHWAY 29 AND F.M. 3509; AND AUTHORIZING THE MAYOR'S EXECUTION OF SAID INSTRUMENTS ON BEHALF OF THE CITY: H. Erkan: Council Member Philip Thurman made a motion to approve the consent agenda as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

ACTION ITEMS:

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE 2021-31; THE ORIGINAL BUDGET ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING

SEPTEMBER 30, 2022 FOR THE CITY OF BURNET, TEXAS, FUNDING ACCOUNTS IN BUDGET DUE TO UNFORESEEN SITUATIONS; CONTAINING FINDINGS; PROVIDING FOR SAVINGS AND SEVERABILITY: P. Langford: Mayor Bromley asked if anyone present would like to speak to this item. Earl Dunegan, 809 Hill Street, approached the podium and stated that there was a need for the City Council to direct funding to street repairs, especially on the corner of Hill Street and U.S. Highway 29. Council Member Cindia Talamantez moved to approve and adopt Ordinance 2022-30 as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING CITY OF BURNET CODE OF ORDINANCES, CHAPTER 74 (ENTITLED "PARKS AND RECREATION") BY ESTABLISHING A NEW SECTION 74.11 (ENTITLED "ANIMALS IN CITY PARKS"); PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: H. Erkan: Council Member Mary Jane Shanes moved to approve the first reading of Ordinance No. 2022-31 as presented. Council Member Philip Thurman 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 106 (ENTITLED "TRAFFIC AND VEHICLES") BY AMENDING AND RETITLING ARTICLE V AS "ABANDONED, JUNKED, AND THE TOWING AND IMPOUNDMENT OF, VEHICLES"; PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, CORRELATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: H. Erkan: Council Member Philip Thurman moved to approve the first reading of Ordinance No. 2022-32 as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

Discuss and consider action: A contract with Austin Turf and Tractor for equipment purchases for Delaware Springs Golf Course: T. Nash: Council Member Philip Thurman moved to approve the contract with Austin Turf and Tractor for equipment purchases for Delaware Springs Golf Course as presented. Council Member Ricky Langley seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING THE FIRST AMENDMENT TO THE BURNET MUNICIPAL AIRPORT FIXED BASE OPERATOR AGREEMENT: A. Field: Council Member Mary Jane Shanes moved to approve Resolution R2022-45 as presented. 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 APPROVING THE BURNET COUNTY APPRAISAL DISTRICT'S PURCHASE OF PROPERTY LOCATED AT 215 SOUTH PIERCE STREET, BURNET, TEXAS FOR EXPANSION OF THE CURRENT APPRAISAL DISTRICT OFFICE FACILITY IN THE AMOUNT OF \$405,000.00: D. Vaughn: Council Member Cindia Talamantez moved to approve Resolution R2022-46 as presented. Council Member Mary Jane Shanes 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 6:55 p.m. seconded by Council Member Cindia Talamantez. The motion carried unanimously.

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

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

On this the 26th day of May, 2022, the City Council of the City of Burnet convened in a special called Workshop Session, at 10:00 a.m. in the City of Burnet Community Center located at 401 E. Jackson Street, Burnet, Tx.; thereof with the following members present, to-wit:

Mayor Crista Goble Bromley
Council Members Dennis Langley, Mary Jane Shanes, Ricky Langley, Philip Thurman
Absent Joyce Laudenschlager, Cindia Talamantez
City Manager David Vaughn
City Secretary Kelly Dix

Guests: Habib Erkan, Adrienne Feild, Leslie Kimbler, Patricia Langford, Mark Ingram, Alan Burdell, Andrew Scott, Mark Miller, Carly Kehoe Pearson, Kelli Sames, Eric Belaj, Tony Nash

Call to Order: Mayor Bromley called the meeting to order at 10:03 a.m.

DISCUSS AND REVIEW:

Discuss and consider: Year-to-Date Financial Report: P. Langford: Director of Finance Patricia Langford, presented the current year-to-date financial report through April 2022 and projected year end balances for all funds.

Discuss and consider: Review of Financial Goals: D. Vaughn: City Manager David Vaughn reviewed the financial goals to include:

- Maintain a 90-day reserve
- Maintain a 1.25 debt coverage ratio
- Maintain General Fund Net Operating Profit no less than 3-5% of operating budget
- Budget no more than 60% of projected Net Operating Profit as Fund Balance for Capital Projects
- Limit transfers for operations of Delaware Springs Golf Course to less than \$185,000 per year
- Maintain the Self-Funded Account at a level to properly fund future equipment needs based on a 5-year projection.
- Establish Capital Reserve Accounts for General Electric and Water/Wastewater Funds

Mr. Vaughn also discussed the need to establish financial goals for utilities other than debt coverage ration and a more formal I&S debt management policy. No action taken.

Discuss and consider: General Fund Revenue Sources: D. Vaughn: City Manager David Vaughn reviewed the primary sources of revenue for the General Fund to include Sales Tax Collections, Property Tax Collections, electric and water revenues and the appropriations of each.

Discuss and consider: Revising Financial Goals for Delaware Springs Golf Course: City Manager David Vaughn, reviewed the financial performance of Delaware Springs Golf Course for fiscal year 2021 and 2022. Mr. Vaughn provided a list of proposed goals as follows:

- Treat Delaware Springs as an Enterprise Fund
- The Operating Budget should cover all costs other than the Admin Allocation
- Provide seed money equal to last year's profit and this year's profit
- Future budgetary shortfall should be funded by prior year's profits
- Capital Improvements may be funded from prior year's profits
- Annual review of Delaware Springs financial goals

No action taken.

Discuss and consider: Street Rehab Program: E. Belaj: City Engineer Eric Belaj presented a summary of best practices for a street rehabilitation plan to include:

- Determination of pavement ratings
- Road Condition
- The need for street rehabilitation to start when the pavement is in fair condition
- Types of Street Rehab

- Preventative Maintenance
- In-house capability verses contractor
- Establishing goals for now, five year and ten year plan

No action taken.

Discuss and consider: Growth Planning: C. Pearson: Carly Kehoe Pearson, Director of Public Works and Development Services, presented to all an overview of planned growth goals and expectations to ensure that the City plans for future growth and maintenance in a fiscally responsible manner. Ms. Pearson discussed development patterns and the long-term fiscal impacts of suburban growth and the net return on investment modeling. No action taken.

Discuss and consider: The Basics of Property Taxes: D. Vaughn: City Manager David Vaughn reviewed with all present the calculation process of Ad Valorem Tax and the effects the adoption of Senate Bill 2 had on municipalities. Mr. Vaughn emphasized that taxes should be based on the budget, not the budget based on taxes. No action taken.

Discuss and consider: 2023 Property Taxes and Tax Debt Management Strategies: D. Vaughn: City Manager Vaughn discussed previously approved salary increases for the Fire and Police Departments and the 2022 Preliminary Estimate of Taxable Values from the Burnet County Appraisal District.

Mr. Vaughn showed data pertaining to the increase in taxable valuation over the last ten years and the distribution between new construction and the increase in existing properties. Mr. Vaughn showed comparisons of the City's tax rate to other communities, as well as the percentage of taxes that go to I&S. No action was taken.

Discuss and consider: Funding of Street Improvements through Debt and Excess Cash. D. Vaughn

City Manager David Vaughn laid out plans to possibly fund approximately \$4 million worth of debt for street projects, pay for previously approved police and fire department pay increases and lower the tax rate. No action was taken.

ADJOURN:

There being no further business the Workshop session was adjourned at 2:35 p.m.

ATTEST:

Crista Goble Bromley, Mayor

Kelly Dix, City Secretary



Administration

ITEM 2.3

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

Consent

- Meeting Date:** June 14, 2022
- Agenda Item:** Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF BURNET, TEXAS, AUTHORIZING THE RELEASE AND TERMINATION OF EASEMENTS LOCATED ON THE BURNET ECONOMIC DEVELOPMENT CORPORATION'S 281 SOUTH COMMERCE TRACT KNOWN AS THE CROSSING AT 281 H. Erkan
- Background:** The Burnet Economic Development Corporation is in the process of platting the 281 South Commercial Tract. The project engineer has located two easements on the property that no longer serve a public purpose.
- Information:** This Resolution authorizes the Release and Termination of the Easements which will allow the unencumbered development of the 281 South Commercial Tract.
- Fiscal Impact:** None
- Recommendation:** Approve and adopt Resolution R2022-47 as presented.

RESOLUTION NO. R2022-47

**A RESOLUTION OF THE CITY COUNCIL OF BURNET, TEXAS,
AUTHORIZING THE RELEASE AND TERMINATION OF EASEMENTS
LOCATED ON THE BURNET ECONOMIC DEVELOPMENT
CORPORATION'S 281 SOUTH COMMERCIAL TRACT KNOWN AS THE
CROSSING AT 281**

Whereas, the Burnet Economic Development Corporation is in the process of platting the 281 South Commercial Park Subdivision; and

Whereas, the project engineer/city engineer has identified two easements on the property that no longer serve a public purpose: and

Whereas, upon the recommendation of the city engineer, City Council deems it appropriate to authorize the release and termination of the easements.

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

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

Section two. Release and Termination. The Easements recorded in the Official Public Records of Burnet County, Texas on March 20, 1978, in Volume 249 at Page 413; and on September 18, 2002 in Volume 1091 at Page 385 are hereby terminated and released.

Section three. Approval and Authorization. The instrument, attached hereto as **Exhibit "A"**, is hereby approved and the mayor is hereby authorized to execute same and execute such other documents and take such other actions reasonably necessary to facilitate the purpose of this Resolution.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, THIS 14th DAY OF JUNE 2022.

CITY OF BURNET, TEXAS

ATTEST:

Crista Goble Bromley, Mayor

Kelly Dix, City Secretary

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF BURNET §

RELEASE AND TERMINATION OF EASEMENTS

WHEREAS, the City Burnet, Texas, (hereinafter the "City"), received an Easements from the Houston Clinton and Company (hereinafter "Grantor One") as a Right of Way Easement across Grantor One's Property, and said Easement Instrument was recorded in the Official Public Records of Burnet County, Texas on March 20, 1978, in Volume 249 at Page 413 (hereinafter "Easement One"); and

WHEREAS, the City Burnet, Texas, (hereinafter the "City"), received an Easements from Billy Joe Fox (hereinafter "Grantor Two") as a Non-Exclusive Easement across Grantor Two's Property, and said Easement Instrument was recorded in the Official Public Records of Burnet County, Texas on September 18, 2002, in Volume 1091 at Page 385 (hereinafter the "Easement Two"); and

WHEREAS, the Burnet Economic Development Corporation have acquired Grantor One and Grantor Two's Properties, and is therefore said grantors successor in interest; and

WHEREAS, by Resolution passed and approved on the 14th day of June, 2022, the City Council determined that the Easements are no longer necessary; and

WHEREAS, the City Council desires to terminate and grant a release of the Easements.

NOW THEREFORE, for ten dollars (\$10.00), the acceptance of this Release and Termination with utility lines capped and remaining in place, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the benefit of all present and future owners of the Property, or any portion thereof, the City has **RELEASED AND TERMINATED** and, by these presents, does **RELEASE AND TERMINATE** Easements One and Two.

It is expressly agreed and understood that this is a release of only said Easement and that this release does not release, affect or impair any other remaining easements as they may relate to the Property or any real property which is not included within the Property.

By execution hereof, the City confirms and acknowledges the Easements will be of no further force or effect as described as follows:

- Easement One recorded in the Official Public Records of Burnet County, Texas on March 20, 1978, in Volume 249 at Page 413; and
- Easement Two recorded in the Official Public Records of Burnet County, Texas on September 18, 2002 in Volume 1091 at Page 385.

EXECUTED TO BE EFFECTIVE the 14th day of June, 2022.

CITY OF BURNET, TEXAS

Crista Goble Bromley, Mayor

STATE OF TEXAS §
COUNTY OF BURNET §

This instrument was acknowledged before me on the 14th day of June, 2022, by the Crista Goble Bromley, as mayor of the City of Burnet, on behalf of said municipal corporation.

(Seal)

Notary Public Signature
My commission expires: 5-9-2025



Administration

ITEM 4.1

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

Action

Meeting Date: June 14, 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 74 (ENTITLED "PARKS AND RECREATION") BY ESTABLISHING A NEW SECTION 74.11 (ENTITLED "ANIMALS IN CITY PARKS"); PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: H. Erkan

Background: It has been reported that horseback riders using Hamilton Park have allowed their horses to defecate in the park. This has caused a health issue for other patrons in the park and a maintenance headache for city staff.

Information: This Ordinance will prohibit horseback riding in city parks, except for City sponsored or approved events. Moreover, the Ordinance protects ducks, fish, and other indigenous animals from harassment (but does not prohibit fishing activities in Hamilton Creek Park conducted in compliance with applicable state and city laws and regulations. The Ordinance provides that dogs are welcomed in the park provided the dogs are leashed, vaccinated and licensed. The Ordinance requires dog owners to clean up after their dog's "accidents." The Ordinance prohibits all other animals, except dogs, and horse for city sponsored or approved events, to be brought to city parks.

There have been no changes to Ordinance 2022-31 since the first reading on May 24, 2022.

Fiscal Impact This Ordinance will have a positive impact on the city budget as park crews will no longer be required to clean-up after horses.

Recommendation: Approve and adopt Ordinance No. 2002-31 as presented.

ORDINANCE NO. 2022-31

AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING CITY OF BURNET CODE OF ORDINANCES, CHAPTER 74 (ENTITLED "PARKS AND RECREATION") BY ESTABLISHING A NEW SECTION 74.11 (ENTITLED "ANIMALS IN CITY PARKS"); PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, City Council has established city parks for the benefit and enjoyment of the community; and

WHEREAS, City Council adopted City Code Chapter 74, to provide park operational rules and regulations to ensure City parks are provide a positive recreational experience; and

WHEREAS, it has been reported to City Council that defecation left by horses ridden in Hamilton Creek Park has caused consternation to other park goers and staff; and

WHEREAS, City Council adopts this Ordinance to prohibit horseback riding in city parks and to address other matters related to animals in city parks; 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 74 (entitled "*Parks and Recreation*") is hereby amended by adding a new Section 74-11 (entitled "*Animals in City Parks*") to read as follows:

Sec. 74-11 - Animals in City Parks.

- (a) *Ducks, fish, and indigenous animals residing in the park.*
 - (1) Except as provided in subsection (2) or (3) immediately below, it is unlawful to kill, injure, harass, or remove any duck, or other species of wild bird or any indigenous mammal, amphibian, or reptile inhabiting a City Park.

- (2) Fishing is permitted in Hamilton Creek Park, subject to compliance with all state and city laws and regulations.
 - (3) Upon authorization of the City Manager, a City employee or agent may take reasonable and necessary action to remove or eradicate animals presenting a potential danger to the public or a City Park's ecosystem.
- (b) *Dogs.* Dogs are allowed in City Parks subject to the following:
- (1) Dogs must be on a leash at all times while in a City Park.
 - (2) Any person walking a dog is responsible for the animal(s) at all times and shall have the animal(s) under control at all times while in a City Park.
 - (3) All dogs must have a valid license and current vaccinations; and must wear a collar with vaccinations and license tags.
 - (4) It shall be unlawful to bring a dog into a City Park showing aggressive behavior towards people or other animals.
 - (5) It shall be unlawful to bring a dog into a City Park and permit or allow the dog to defecate therein unless the owner or the person having control or custody of the dog immediately removes, and properly disposes of the feces.
- (c) *Equine.*
- (1) Except as provided in subsection (2) immediately below, horseback riding shall be unlawful in any City Park.
 - (2) Horseback riding may be allowed in a City Park provided the activity is associated with a City sponsored or approved event, and City Council explicitly authorized horseback riding in a City Park or City Parks by ordinance, resolution, or minute order.
- (d) *Other domesticated, indigenousness, or exotic animals.* Except as provided in subsections (b) and (c) above it shall be unlawful for any person to bring any species of domesticated indigenousness, or exotic animals into any City Park.

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.

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 24th day of May, 2022

Passed, Approved and Adopted on the 14th day of June, 2022

CITY OF BURNET

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary



Administration

ITEM 4.2

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

Action

Meeting Date: June 14, 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 106 (ENTITLED "TRAFFIC AND VEHICLES") BY AMENDING AND RETITLING ARTICLE V AS "ABANDONED, JUNKED, AND THE TOWING AND IMPOUNDMENT OF, VEHICLES"; PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, CORRELATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: H. Erkan

Background: The regulation of abandoned and junk vehicles is found in Chapter 106, Article V of the City Code. The current regulations place the authority to hear appeals with the City Council and provides that City Council will establish rules of procedure for processing and hearing appeals. Staff has been unable to find such rules have been established. Additionally, Article V's only reference to "Abandoned Vehicles" is found in the definition section of the article.

Information: As authorized by Texas Transportation Code, Chapter 683, Subchapter E, this ordinance designates any peace officer, except the Chief of Police, or code enforcement officer as the Enforcement Authority and delegates the authority to hear junk vehicle appeals to the Chief of Police. In addition, the ordinance establishes rules of procedure regarding pre-hearing, hearing, and post hearing matters.

This ordinance authorizes the Enforcement Authority to seize abandoned vehicles in the manner prescribed by to remove abandoned Texas Transportation Code, Chapter 683, Subchapter E.

Abandoned, junked, and the towing and impoundment of, vehicles

And, finally, this ordinance provides regulations related to City initiated tow of vehicles. The ordinance only addresses the process to be used for a city initiate tow. The actual authority to tow a junk and abandoned vehicles is stated in Divisions III and IV of Article V. The authority to tow vehicles unlawfully parked on City property is found in Article III of Chapter 106.

The only change to Ordinance 2022-32 since the first reading was the addition of the fee schedule as requested by Council. (Exhibit A)

Fiscal Impact: No fiscal impact is anticipated from the adoption of this ordinance.

Recommendation: Adopt Ordinance No. 2022-32 as presented.

ORDINANCE NO. 2022-32

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AMENDING THE CODE OF ORDINANCES CHAPTER 106 (ENTITLED “TRAFFIC AND VEHICLES”) BY AMENDING AND RETITLING ARTICLE V AS “ABANDONED, JUNKED, AND THE TOWING AND IMPOUNDMENT OF, VEHICLES”; PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, CORRELATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, City Council finds that the storage or parking of junked or abandoned in public view is a detriment to the quality of life of the citizens of Burnet by causing visual blight, being a potential cause of vehicular accidents and criminal activity, and eroding the integrity of the city’s neighborhoods and environs; and

WHEREAS, Texas Transportation Code, chapter 683, Subchapter B, establishes regulations and procedures a municipality may use to regulate “Abandoned Vehicles”; and

WHEREAS, Texas Transportation Code, chapter 683, Subchapter E, establishes regulations and procedures a municipality may use to regulate “Junk Vehicles”; and

WHEREAS, City Council desires to codify procedures for towing and impoundment of unlawfully parked and abandoned vehicle, as well as vehicles obstructing public streets; and

WHEREAS, City Council in accordance with said statutory authority and the city’s inherent home rule powers adopted regulations abandoned and junked, codified as City Code Chapter 106, Article V; and,

WHEREAS, City Council deems it appropriate and necessary, for the promotion of the public health, safety, and general welfare, to amend City Code Chapter 106 in order to designate the Chief of Police as the Junked Vehicle Hearing Officer and to make other revisions thereto as provided herein; 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

Abandoned, junked, and the towing and impoundment of, vehicles

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. Amendment. The Code of Ordinances, Chapter 106 (entitled "Traffic and Vehicles") is hereby amended by retitling Article V as "Abandoned and Junked Vehicles") and replacing the existing language in said Article in its entirety with the language contained within Exhibit "A" attached hereto and incorporated herein for all purposes as if fully set forth herein.

Section three. Penalty. A violation of this ordinance is unlawful and subject to the penalties prescribed herein.

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 the more restrictive provision shall apply.

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 eight. 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.

Abandoned, junked, and the towing and impoundment of, vehicles

Section nine. 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 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

The remainder of this page intentionally blank and Attachment "A" follows.

EXHIBIT A

ARTICLE V – ABANDONED, JUNKED, AND THE TOWING AND IMPOUNDMENT OF, VEHICLES.

Division One. Generally.

Sec. 106-121 – Purpose. The purpose of this Article is to protect the general welfare, health, and safety of the public by providing rules and regulations addressing Abandoned and Junk Vehicles and by authorizing the towing and or impoundment of any vehicles found standing or parked in violation of any city ordinance, or any vehicle that may be abandoned or left in any public place, or any wrecked or disabled vehicle that constitutes a traffic hazard.

Sec. 106-122. Definitions

In this Article, the terms in bold italics (***bold italics***) have the meanings ascribed to them below:

Abandoned Vehicle means a motor vehicle that is either:

- (a) inoperable, more than five years old, and has been left unattended on public property for more than 48 hours;
- (b) has remained illegally on public property for more than 48 hours;
- (c) remained on private property without the consent of the owner or person in charge of the property for more than 48 hours;
- (d) has been left unattended on the right-of-way of a designated county, state, or federal highway for more than 48 hours;
- (e) has been left unattended for more than 24 hours on the right-of-way of a turnpike project constructed and maintained by the Texas Turnpike Authority division of the Texas Department of Transportation or a limited-access or controlled-access highway (as defined in State Code Section 541.302); or
- (f) is considered an abandoned motor vehicle under State Code Section 644.153(r).

Note: State law source: Tex. Transp. Code § 683.002

Antique Vehicle means a passenger car or truck that is at least 25 years old.

Appellee means a Notice Recipient who timely requests a hearing before the Hearing Officer.

Enforcement Authority means any peace officer or code enforcement officer employed by the City; but shall not be the City's Chief of Police or person designate by the Chief of Police to be the Hearing Officer.

City Secretary means the City Secretary of the City of Burnet, or his or her designee.

Hearing Officer means the City's Chief of Police or his or her designee.

Inoperable means a vehicle that is in such condition at the time of inspection, that it is no longer usable for the purpose for which it was manufactured, regardless of the potential for repair or restoration. If the vehicle is wrecked, dismantled, or partially dismantled it is presumed to be inoperable.

Junked vehicle means a vehicle that is self-propelled or was manufactured to be self-propelled, or any part thereof, in ordinary public view, which remains inoperable for a continuous period of ten (10) days.

Mail means United States Postal Service certified mail with a five-day return request; or United States Postal Service mail with signature confirmation service.

Motor Vehicle Collector means a person who owns one or more antique or special interest vehicles and who collects, purchases, acquires, trades, or disposes of special interest or antique vehicles or parts of them for his own use in order to restore, preserve, and maintain an antique or special interest vehicle for historic interest.

Motor Vehicle Demolisher means any person in the business of converting motor vehicles into processed scrap or scrap metal, or to otherwise wreck or dismantle motor vehicles.

Notice means a written statement to abate a Public Nuisance described in **City Code Section 116-143**.

Notice Recipient means a party who is sent notice by the Enforcement Administrator under this Section.

Public Nuisance means a Junked Vehicle.

Real Property Owner/Occupant means the owner or occupant of the real property on which a junked vehicle is located; or, if the junked vehicle is located on public property, the owner or occupant of the real property adjacent to the public property on which the junked vehicle is located.

Abandoned, junked, and the towing and impoundment of, vehicles

Special Interest Vehicle means a motor vehicle of any age which has not been altered or modified from original manufacturer's specifications and, because of its historic interest, is being preserved by a hobbyist.

State Code means the Texas Transportation Code, as same may be amended, revised, or recodified from time to time.

Storage Facility means a garage, parking lot, or any type of facility or establishment for the servicing, repairing, storing, or parking of motor vehicles.

Vehicle Owner means the vehicle's owner of record.

Sec. 106-123 *Offense*

- (a) A person commits an offense if the person causes a vehicle to either become an Abandoned Vehicle, or a Junked Vehicle.
- (b) An offense under this section is a misdemeanor punishable by a fine not to exceed Five Hundred and No/100 Dollars (\$500.00). In the event, a defendant has once previously been convicted under this article; the defendant shall be fined an amount not less than One Hundred and No/100 Dollars (\$100.00) for each conviction thereafter. Each day a violation is permitted to exist shall constitute a separate offense.
- (c) The enforcement of this Section by Abatement Proceedings or by criminal fine are not exclusive remedies. The City may impose both Abatement Proceedings and criminal prosecution against a violator; and, avail itself to such other remedies as are available under law or equity.

Sec. 106-124 *Conflict with other laws*

- (a) This Article does not affect a law authorizing the immediate removal of a vehicle left on public property that is an obstruction to traffic.
- (b) The authority to take possession of Abandoned or Junk Vehicles, and the procedures relating thereto, as adopted under this Article are to be construed in a manner consistent with the laws of the State of Texas. If the provisions or procedures adopted by the city should conflict with the laws of the State of Texas, the laws of the State of Texas shall control.

Secs. 116-124 through 116-130 are reserved.

Division Two. Abandoned vehicles.

Sec. 116-131 *Seizure, auction, storage, and demolition of an abandoned vehicles*

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The Enforcement Administrator may take any and all actions authorized in State Code Chapter 683, including contracting for services, equipment, or facilities to remove and dispose of an Abandoned Vehicle in accordance with Division Four herein.

Secs. 116-132 through 116-140 are reserved.

Division Three Junked Vehicle.

Sec. 116 – 141. *Junked Vehicles declared a Public Nuisance*

It is hereby declared that a Public Nuisance is create by a Junked Vehicle, including a part of a Junked Vehicle, that is visible at any time of the year from a public place or public right-of-way, and said Junked Vehicle, or part thereof:

- (a) Is detrimental to the safety and welfare of the public;
- (b) Tends to reduce the value of private property;
- (c) Invites vandalism;
- (d) Creates a fire hazard;
- (e) Is an attractive nuisance creating a hazard to the health and safety of minors; or
- (f) Produces urban blight adverse to the maintenance and continuing development of the city.

Sec. 116-142 *Defenses*

It is a defense to the application of this Article that a vehicle or vehicle part is:

- (a) completely enclosed within a building in a lawful manner where it is not visible from the street or other public or private property; or
- (b) is stored or parked in a lawful manner on private property in connection with the business of a licensed vehicle dealer or junkyard, or that is an Antique or Special Interest Motor Vehicle or part thereof stored by a Motor Vehicle Collector on the collector's property, provided that the vehicle or part and the outdoor storage area, if any, are:
 - (1) maintained in an orderly manner;
 - (2) do not constitute a health hazard, and
 - (3) screened from ordinary public view by means of a fence that is consistent with building regulations and zoning requirements applicable to the property.

Sec. 116-143 *Notice to abate Public Nuisance*

Service of Notice of a Public Nuisance shall be given as provided in this Section as follows:

- (a) An Enforcement Officer shall serve the Abatement Notice by hand delivery to the Vehicle Owner and the Real Property Owner/Occupant. If the Vehicle Owner and Real Property Owner/Occupant are one and the same only one notice shall be required.
 - (1) If service by hand delivered to the Vehicle Owner is not possible the notice shall be served by Mail to the Vehicle Owner's last known address and placed conspicuously on the Vehicle.
 - (2) If service by hand deliver to the Real Property Owner/Occupant is not possible the notice shall be served by Mail to the Real Property Owner/Occupant's last known address and placed on the front door of the main structure on the property and if the property is undeveloped conspicuously stake in the ground so it is visible from the street.
- (b) The notice must include:
 - (1) A statement as to the nature of the Public Nuisance;
 - (2) An order that the Vehicle Owner or the Real Property Owner/Occupant abate the nuisance no later than ten days after the date the Notice was delivered;
 - (3) A description of the right to request a hearing before the expiration of the ten-day period; and
 - (4) A statement of the consequences for failing to abate the nuisance or timely request a hearing.
- (c) A Notice Recipient may request a hearing to contest the Enforcement Officer's determination. The hearing request must be made to the City Secretary not later than the tenth day after the date the Notice is delivered. The request shall be in writing without the requirement of bond.

Sec. 116-144 *Abatement Proceedings*

- (a) With the delivery of the Notice, Abatement Proceedings commence.
- (b) Once Abatement Proceedings have commenced, the relocation of the Public Nuisance to another location in the city has no effect on the proceedings.
- (c) A Public Nuisance removed under these Abatement Proceedings may not be reconstructed or made operable.

Sec. 116-145 *Abatement Public Hearing Not Requested*

- (a) On or after the eleventh day after the commencement of Abatement Proceedings the Enforcement Administrator shall inquiry with the City Secretary and verify no hearing was requested. Upon such verification, and verification the Notice Recipient did not abate the Public Nuisance, the Enforcement Administrator shall report same to the Hearing Officer.
- (b) If Notice was served by Mail, and the Notice was returned as undeliverable, the Enforcement Administrator shall include such information in his or her report to the Hearing Officer. In such instance the Hearing Officer shall verify the Mail was addressed in accordance with the requirements of City Code Section **116-143(a)(1)** and **(2)**
- (c) Upon the Hearing Officer's verification that Notice was properly delivered and the time to request a hearing expired, the Hearing officer may issue an Order to abate the Public Nuisance pursuant to **City Code Section 116-147**.

Sec. 116-146 *Hearing*

- (a) If timely requested by a Notice Recipient, the City Secretary shall schedule the Hearing not earlier than the eleventh day after the date of delivery of Notice. The City Secretary shall provide written notice of the date, time, and location of the Hearing to the Appellee. The date of the Hearing may be rescheduled one time on the request of an Appellee; provided if both the Vehicle Owner and the Real Property Owner/Occupant request a hearing the City Secretary shall give the Vehicle Owner preference when setting the date of the Hearing.
- (b) The Hearing Officer shall conduct the Hearing as summarily and informally as due process and orderly procedure will allow; and, in a manner, consistent with the following:
 - (1) In accordance with State Code Section 683.076(c) the Junked Vehicle is presumed to be inoperable, unless demonstrated otherwise by the owner.
 - (2) The Enforcement Officer and Appellee shall each be given up to thirty minutes to present their case. The Hearing Officer may extend such time equally if he or she feels such additional time is necessary to make a just and impartial decision.
 - (3) Neither the Enforcement Officer nor the Appellee may cross examine the other; but the Hearing Officer shall ask such questions of both he or she finds reasonably necessary to make a just and impartial decision.

- (4) At the conclusion of the Hearing the Hearing Officer shall render a decision.
- (5) Should the Hearing Officer determine that a question of law arises during the Hearing he or she may continue the hearing, for no more than 30 days in order to consult with the City Attorney before rendering a decision.

Sec. 116-147 *Hearing Officer Order*

- (a) Upon rendering a decision, the Hearing Officer shall enter a written order and copies shall be given by hand at the Hearing, or by mail within five business days of the hearing, to Appellee, Enforcement Officer. and City Secretary.
- (b) The Order shall become final as of the date of issuance.
- (b) The Order shall include the following information:
 - (1) For a motor vehicle, the vehicle's description, VIN Number and license plate number
 - (2) For an aircraft, the aircraft's description, federal aircraft identification number as described in 14 C.F.R. Part 47; and
 - (3) For a watercraft, the watercraft's description; and identification number as set forth in the watercraft's certificate of number.
- (c) On a finding affirming the Enforcement Administrator's determination that a Junked Vehicle is a Public Nuisance, the Hearing Officer shall order the Notice Recipient to remove the Junked Vehicle and abate the Public Nuisance; and, further order that if the Public Nuisance is not abated within the thirty-day Judicial Appeal period prescribed in **City Code Section 116-148** the Enforcement Administrator shall take action to abate the Public Nuisance.

Section 116.148 **Judicial Appeal.**

- (a) Any party aggrieved by an Order of the Hearing Officer shall have 30 days after the date the date the Order is issued to appeal the Order to a court of competent jurisdiction.
- (b) All abatement actions by the City shall be stayed until the thirty-first day after the date the Order was issued; or, if an appeal is perfected, until such

time a decision upholding the Order, or dismissing the appeal, by the court becomes final.

Section 116.149 Disposal of Junked Vehicles

- (a) Upon the finality of an Order under this Article:
 - (1) a Junked Vehicle declared a Public Nuisance or part thereof may be disposed of by removal to a scrapyards, a motor vehicle demolisher, or any suitable site operated by the City, for processing as scrap or salvage pursuant to authority provided in the State Code, § 683.078 or any successor statute for junked vehicle disposal;
 - (2) the Enforcement Administrator shall give notice to the Texas Department of Motor Vehicles of the removal no later than the 5th day after removal; and
 - (3) the Junked Vehicle may not be reconstructed or made operable after removal.

Sec. 116.150 through 106.160 is reserved.

Division IV – Towing and Impoundment of Vehicles.

Sec. 106.161 – Enforcement. Any police officer or persons duly authorized and acting under and by authority and direction of any member of the police department may order the tow and/or impoundment of a vehicle in violation of this Division.

Sec. 106.162 – Violating Vehicles. A vehicle is in violation of this Division and subject to being immediately towed and or impounded if the vehicle is found to be:

- (a) standing or parked in violation of any city ordinance where “no parking” signs are authorized in said ordinance and posted in accordance with said ordinance; or
- (b) abandoned as defined in **Division I of this Article**; or
- (c) is wrecked or disabled and constitutes a traffic hazard on a public street or highway.

Sec. 106.163 – Procedures.

Abandoned, junked, and the towing and impoundment of, vehicles

- (a) Any vehicle found in violation of this Division shall be immediately removed and impounded in such storage facility that may be authorized by the City Manager for such purpose.
- (b) Any vehicle towed and/or impounded shall be retained and held by the storage facility operator until all charges for towing and storage described in **Section 106-164** have been paid in full.
- (c) Notice of impoundment of Abandoned Vehicles shall be in the manner prescribed in State Code 683.012

Sec. 106.164 – Authorized Fees. Fees for each vehicle taken into the control and custody of the police department or its duly authorized operator shall be collected by the police department before the impounded vehicle is released. Said fees are stated in the Fee Schedule incorporated in this Article as **Appendix A**.

Sec. 106.165 - Release of impounded vehicles.

(a) Impounded motor vehicles shall be released by the police department or the operator of the police department's vehicle storage facility, after payment is made of any towing or storage charges or fees, only upon receipt of one (1) of the following:

- (1) Submission of certificate of title or other satisfactory proof that the person applying for the release is the owner of the vehicle.
- (2) Submission of the certificate of title and of a current power of attorney duly executed by the owner requesting release to the person named therein and presenting same.
- (3) Release of impounded vehicle to lienholder. A motor vehicle which has not been claimed by the owner after ten (10) days of impoundment (including the day the vehicle arrived at the storage facility) and after the mortgage note is thirty (30) days delinquent, shall be released to the claimant identifying himself as lienholder or agent of the lienholder named on the certificate of title upon the submission of a surety bond, from a firm authorized by the Texas Department of Insurance to provide such surety, and which maintains a physical office in this state, and which shall indemnify, save and hold harmless the city from all damage, liability, costs, attorney's fees, expenses, actions, judgments and special proceedings that may arise, accrue or be brought against the city by reason of releasing the vehicle to the bonded vehicle claimant, up to the amount of the bond, and upon payment of towing charges and storage fees. The form of the surety bond must be approved by the City Attorney and shall be in either the original mortgage amount of the vehicle or an amount equal to the current National Automobile Dealers Association book value plus ten (10) percent. A separate indemnification agreement shall be signed by the vehicle claimant who appears at the vehicle storage facility to take possession of the vehicle, and said claimant shall identify himself or herself as the lienholder or the lienholder's agent, and shall state that said claimant holds the City of Burnet harmless and fully indemnified against any claims of loss of property which may arise out of the release of the vehicle.

The surety bond shall include a statement that: (i) the title owner is in default of his mortgage contract by virtue of being delinquent in a scheduled payment by at least thirty (30) days, that the person named in the bond is the lienholder or the legal agent of the

lienholder being bonded, that the named lienholder has paramount right of possession of the vehicle, and is legally entitled to repossess same, or (ii) the title owner is in default of his mortgage contract by virtue of the seizure of the mortgaged vehicle by peace officers who have identified it as contraband and subject to confiscation under Chapter 59 of the Code of Criminal Procedure, thus entitling the lienholder to exercise a contractual right of repossession to preserve the mortgage collateral.

The signatory of the indemnification agreement and the surety bond, if signing as agent for a principal or as agent for or officer of a corporation, shall certify in writing and under oath before a notary public that he or she has full authority to execute the document on behalf of the corporation.

- (b) Nothing herein shall prevent the release of any motor vehicle by any person upon the service of an order or judgment directing such release by a court of competent jurisdiction.

Chapter 106 Article IV Appendix A. Fee Schedule.

- (1) **Impound Fee.** An Impound Fee in the amount of \$25.00 shall be imposed at the time of impoundment of a vehicle.
- (2) **Notification Fee.** A notification fee in the amount of \$10.00 shall be imposed on the registered owner to notify the registered owner and the primary lien holder that said vehicle will be sold at auction if the vehicle is not retrieved by the vehicle owners within a designated period of time and such other information as required by law.
- (3) **Tow Fee.** Tow fees shall be such amount charged by the tow truck operator.
- (4) **Storage fees.** Pre-notice and post notice storage fees shall be such amount charged by the storage facility operator.

Note: Pre-notice storage fees may only be charged for ten days. Once notice is sent post-notice storage fees can be charged until the vehicle is returned to owner.



Administration

ITEM 4.3

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

Action

Meeting Date: June 14, 2022

Agenda Item: Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING PROCEEDING WITH THE ISSUANCE OF CITY OF BURNET, TEXAS CERTIFICATES OF OBLIGATION; DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; AND OTHER RELATED MATTERS: D. Vaughn

Background:

Information

During the recent budget workshop, staff presented an option to issue approximately \$4m in debt for street rehabilitation. If Council desires to do so this fiscal year, the debt must be issued prior to October 1st in order to be included in the I&S side of the tax rate. The attached resolution is the first step in the process and authorizes public notice of up to \$6m in debt for streets and water/wastewater related projects. While we do not anticipate issuing more than \$4m at this time, once the notice is issued the amount can be reduced, but not increased.

Fiscal Impact To be determined.

Recommendation: Approve and adopt Resolution R2022-48 as presented.

RESOLUTION NO. R2022-48

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET,
TEXAS, AUTHORIZING PROCEEDING WITH THE ISSUANCE OF CITY
OF BURNET, TEXAS CERTIFICATES OF OBLIGATION; DIRECTING
PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES
OF OBLIGATION; AND OTHER RELATED MATTERS**

**THE STATE OF TEXAS §
COUNTY OF BURNET §
CITY OF BURNET §**

WHEREAS, the City Council (the "Council") of the City of Burnet, Texas (the " City ") has determined it to be in the City 's best interest to issue certificates of obligation for paying all or a portion of the City's contractual obligations incurred or to be incurred for (i) street construction and improvements including related drainage, sidewalks, traffic improvements and lighting; and (ii) constructing, improving and extending the City's water and waste water system including acquiring equipment; and, (iii) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates (collectively the "Project"); and

WHEREAS, the Council has deemed it advisable to give notice of intention to issue the Certificates in a maximum principal amount not to exceed \$6,000,000 pursuant to the provisions of the Certificate of Obligation Act of 1971, Section 271.041 et seq., Local Government Code, as amended (the "Act"), for the purpose of financing the Project; and

WHEREAS, prior to the issuance of the Certificates, the Council is required under Section 271.041 et seq., Local Government Code to publish notice of its intention to issue the Certificates in a newspaper of general circulation in the City, the notice stating: (i) the time and place tentatively set for the passage of the order authorizing the issuance of the Certificates, (ii) the maximum amount and purpose of the Certificates to be authorized; and (iii) the manner in which the Certificates will be paid; and

WHEREAS, the meeting at which this Resolution is adopted was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Government Code, as amended.

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

1. Attached hereto is a form of the Notice of Intention to Issue the Certificates, the form and substance of which is hereby adopted and approved.

2. The City Secretary shall cause said notice to be published in substantially the form attached hereto, in a newspaper, as defined by Subchapter C, Chapter 2051, Texas Government Code, of general circulation in the area of the City, once a week for two consecutive weeks, the date of the first publication thereof to be before the 45th day before the date tentatively set for the passage of the ordinance authorizing the issuance of the Certificates.

3. This Resolution shall become effective immediately upon adoption. The City Secretary is hereby authorized and directed to execute the certificate to which this Resolution is attached on behalf of the City and the Mayor, City Secretary, the City Manager and Director of Finance are further authorized to do any and all things proper and necessary to carry out the intent of this Resolution including approving appropriate changes to the notice and approving the final form of any Preliminary Official Statement for distribution to the market in connection with the sale of the Certificates.

4. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of each series of the obligations being issued or (ii) \$9,500 per series, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the obligations.

[Execution Page Follows]

PASSED, APPROVED AND EFFECTIVE THIS JUNE 14, 2022.

City Secretary, City of Burnet, Texas

Mayor, City of Burnet, Texas

[SEAL]

**NOTICE OF INTENTION TO ISSUE
CITY OF BURNET, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION,
SERIES 2022**

NOTICE is hereby given that it is the intention of the City Council of the City of Burnet, Texas to issue Certificates of Obligation (the "Certificates") of the City in one or more series for the purpose of providing funds for paying contractual obligations incurred or to be incurred for: (i) street construction and improvements including related drainage, sidewalks, traffic improvements and lighting; and (ii) constructing, improving and extending the City's water and waste water system including acquiring equipment; and, (iii) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates. The City Council tentatively proposes to authorize the issuance of the Certificates at its regular meeting place in the City Hall, 1001 Buchanan Drive, Burnet, Texas to be commenced at 6:00 p.m., on the 23rd day of August, 2022. The maximum principal amount of Certificates that may be authorized for the above listed purposes is \$6,000,000. The City Council presently proposes to provide for the security and payment of the Certificates by a pledge of ad valorem taxes upon all taxable property within the City within the limits allowed by law and from a limited pledge of the City's surplus water and sewer system revenues not to exceed \$1,000.

Due to the ongoing public health concerns regarding the COVID 19 virus, and as may be authorized by Executive Order of the Governor of Texas, such meeting on August 23, 2022, may be conducted via a free public video conference or other lawful electronic means. In such event, information regarding how to access the meeting and public participation in the meeting will be available on the City's website and in the agenda posted no less than 72 hours before the August 23, 2022, meeting at the following internet address: <https://www.cityofburnet.com/meetings>.

The following information is required pursuant to Texas Local Government Code, Section 271.049(b)(4): As of June 14, 2022 principal of all outstanding debt obligations of the City is \$25,440,000.00. As of June 14, 2022 combined principal and interest required to pay all outstanding debt obligations of the City on time and in full is \$28,513,660.23. The maximum principal amount of the Certificates to be authorized is \$6,000,000.00. The estimated combined principal and interest required to pay the Certificates to be authorized on time and in full is \$9,573,066.67. The estimated interest rate for the Certificates to be authorized is 4.00%. Such estimate takes into account a number of factors, including the issuance schedule, maturity schedule and the expected bond ratings of the proposed bonds. Such estimated maximum interest rate is provided as a matter of information, but is not a limitation on the interest rate at which the bonds, or any series thereof, may be sold. The maximum maturity date of the Certificates to be authorized is August 15, 2047.



Police Department

ITEM 4.4

Brian Lee
Police Chief
(512) 756-6404
Blee@cityofburnet.com

Action

- Meeting Date:** June 14, 2022
- Agenda Item:** Discuss and consider action: Addition of one School Resource Officer to serve in the Burnet Consolidated Independent School District: B. Lee
- Background:** Previously the School Resource Officer program had four officers assigned providing coverage at each campus. During COVID-19 and the reduction of attendance at the schools the number was reduced to three.
- Information:** Considering recent events, the Burnet Consolidated Independent School District has approached the Burnet Police about adding an additional school resource officer. This will enable the BCISD to staff an officer at each campus in the city enhancing safety in the schools. The interlocal agreement would need to be adjusted to include the additional position and funding.
- Fiscal Impact:** The interlocal agreement would be adjusted to meet the current fiscal equivalent of one additional officer. The fiscal impact to the city is approximately \$25,000. The interlocal would be adjusted to pay on a monthly basis per officer if we are not able to staff the position.
- Recommendation:** Approval for the Chief of Police to further discuss the addition of one officer to the School Resource Officer program and return to council with an amended interlocal agreement and recommendation.



Development Services

ITEM 4.5

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

Action

Meeting Date: June 14, 2022

Agenda Item: Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, PRELIMINARILY ACCEPTING PUBLIC STREET, WATER, AND WASTEWATER IMPROVEMENTS CONSTRUCTED WITHIN THE CROSSINGS AT 281 SUBDIVISION; AND APPROVING FISCAL SURETY FOR INFRASTRUCTURE IMPROVEMENTS: L. Kimbler

Background: The Crossings at 281 Subdivision consists of two (2) commercial lots and one internal street, called "Cary Johnson Parkway". The Final Plat was approved by Council on December 14, 2021. The City Engineer has confirmed the infrastructure meets all requirements of Chapter 98.

Pursuant to Chapter 98, the Developer shall warranty the infrastructure for a period of one year. The Developer has submitted a maintenance bond to the City in an amount equal to the costs of the infrastructure as certified by the Project Engineer and approved by the City Engineer.

Information: This resolution authorizes the preliminary acceptance of the infrastructure and approves the bond as the means to assure the Developer's warranty shall be honored. The resolution further:

- (1) requires the City Engineer to inspect the infrastructure before the end of the one-year warranty period; and
- (2) authorizes the City Engineer to issue a letter of acknowledgement of final acceptance of the improvements if the final inspection finds such improvements free of defect or failure; and
- (3) requires the Developer to cure any discovered defect or failure, and
- (4) authorize the City to use the bond to cure such defect or failure should the Developer fail to do so; and

- (5) extend the warranty period for any defective defect or failure for an additional year after the defect or failure is discovered; and
- (6) authorizes the City Manager to return the unused portion of the bond at the expiration of the warranty period.

Staff Analysis: The subdivision infrastructure improvements required have been installed, inspected, and are satisfactorily completed. All documentation for preliminary acceptance of the subdivision has been received, including record drawings, certified test results, electronic files of the improvements and georeferenced CAD file for Burnet County 911.

Recommendation: Staff recommends approval of resolution R2022-49

RESOLUTION NO. R2022-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, PRELIMINARILY ACCEPTING PUBLIC STREET, WATER, AND WASTEWATER IMPROVEMENTS CONSTRUCTED WITHIN THE CROSSINGS AT 281 SUBDIVISION; AND APPROVING FISCAL SURETY FOR INFRASTRUCTURE IMPROVEMENTS; AND FINDING THAT THE MEETING AT WHICH THIS RESOLUTION WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Burnet (Council), Texas, has determined that public street, water, and wastewater improvements (Improvements) constructed within The Crossings at 281 Subdivision have been constructed in accordance with the construction plans approved for construction of said subdivision;

WHEREAS, Council has further determined that as constructed, said plans have been found to be in compliance with applicable City design specifications; and

WHEREAS, the developer of the referenced improvements, has satisfied all applicable provisions of the City of Burnet, Code of Ordinances, Chapter 98 – Subdivisions;

WHEREAS, the developer desires the infrastructure to be dedicated for public maintenance and use in accordance with the City's Subdivision Ordinance; and

WHEREAS, the City Engineer conducted a preliminary inspection of the infrastructure and determined that there are no substantive defects preventing acceptance.

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

Section 1. Findings. The recitals to this Resolution are incorporated herein for all purposes.

Section 2. Preliminary Acceptance of Improvements. The City Council hereby preliminarily accepts for public use and maintenance, the street improvements, public water system, and public infrastructure constructed within The Crossings at 281 Subdivision; as shown on the plat of the subdivision to be subject to public dedication.

Section 3. Maintenance guarantee accepted. The Maintenance Bond for the warranty and maintenance of the public improvements required for The Crossings at 281 Subdivision in an amount equal to ten percent of the cost of improvements verified by the city and running for a period of one calendar year measured from the date of signing and recording of the final plat is hereby approved subject to the conditions that follows:

- (a) should a defect or failure of the infrastructure occur within the warranty period, the defect or failure shall be cured by the Developer;
- (b) should the Developer fail to cure, the City may utilize the bond to cure; and
- (c) the warranty period shall extend for an additional year after any cure of a defect or failure and the Developer shall provide fiscal security for the extended warranty period.

Section 4. Final Acceptance of Improvements. Prior to the date of expiration of the Warranty Bond, the preliminarily accepted improvements shall be inspected by the City Engineer. Should the inspection find such improvements free of defect or failure the City Engineer may issue a letter of acknowledgement of final acceptance of the improvements. However, should a defect or failure be discovered such defect or failure shall be addressed in accordance with section three herein.

Section 5. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

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

PASSED, ADOPTED AND APPROVED by the City Council of the City of Burnet this the 14th day of June 2022.

CITY OF BURNET

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

EXHIBIT A – Maintenance Bond



Bond No. 3846419

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Fromberg Construction, LLC as Principal, and the **GREAT AMERICAN INSURANCE COMPANY**, a corporation organized under the laws of the State of Ohio and duly authorized to transact business in the State of Texas as Surety, are held and firmly bound unto City of Burnet as Obligee, in the sum of One Hundred Ten Thousand Two Hundred Ten And 16/100 \$110,210.16 DOLLARS, for the payment whereof well and truly to be made, and Principal and the said Surety, bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 25th day of March, 2022.

WHEREAS the Principal and the Obligee have entered into a written agreement dated the 12th day of July, 2021, for 281 South Commercial Park Subdivision Improvements the terms of which agreement were completed and accepted the 22nd day of February, 2022; and

WHEREAS the Principal has given a One (1) year maintenance guarantee under said agreement or otherwise against defective materials and workmanship.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall well and truly comply with such guarantee, then this obligation to be void; otherwise it shall remain in full force.

PROVIDED that no right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein; and

PROVIDED FURTHER that the Surety shall have no liability under this bond unless the Obligee shall give written notice of claim of the Principal's failure to comply with such guaranteed to the Surety at its Administrative Office at 301 E. Fourth Street, Cincinnati, Ohio 45202 such notice to be given within the One (1) year maintenance period.

Fromberg Construction, LLC
Principal

GREAT AMERICAN INSURANCE COMPANY
By: [Signature]
Attorney-in-Fact
John W. Schuler



Development Services

ITEM 4.6

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

Action

Meeting Date: June 14, 2022

Agenda Item: Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A NEW FEE SCHEDULE ASSOCIATED WITH THE CONTRACT WITH ATS ENGINEERS, INSPECTORS AND SURVEYORS FOR PLAN REVIEW AND BUILDING INSPECTION SERVICES: L. Kimbler

Background: City Council approved the current contract with ATS Engineers, Inspectors and Surveyors to provide plan review and building inspection services for the City of Burnet in July of 2017.

In May of 2019, the Texas Legislature approved HB 852 which prohibits cities from calculating their residential building permit fees on the cost of a proposed residential structure or improvement.

Information: The current contract with ATS still utilizes the old fee schedule which allows ATS to charge the City based on the cost of the proposed residential structure. For the contract to be in line with HB 852, a new contract is necessary.

Fiscal Impact: The new ATS fee schedule (Exhibit A) is attached for reference. City staff will be amending the City's current permit fee schedule to ensure adequate revenue is collected to counter the expense of the ATS fees.

Recommendation: Staff recommends approval of resolution R2022-50

RESOLUTION NO. R2022-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A NEW FEE SCHEDULE ASSOCIATED WITH THE CONTRACT WITH ATS ENGINEERS, INSPECTORS AND SURVEYORS FOR PLAN REVIEW AND BUILDING INSPECTION SERVICES; AND FINDING THAT THE MEETING AT WHICH THIS RESOLUTION WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Burnet (Council), Texas, approved the current contract with ATS Engineers, Inspectors and Surveyors to provide plan review and building inspection services for the City of Burnet in July of 2017; and

WHEREAS, in May of 2019, the Texas Legislature approved HB 852 which prohibits cities from calculating their residential building permit fees on the cost of a proposed residential structure or improvement; and

WHEREAS, the current contract with ATS still utilizes the old fee schedule which allows ATS to charge the City based on the cost of the proposed residential structure.

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

Section 1. Findings. The recitals to this Resolution are incorporated herein for all purposes.

Section 2. City Manager Authorized. The City Manager is hereby authorized to execute the ATS Fee Schedule, attached hereto as **Exhibit "A,"** on behalf of the City for the approved contract; and execute such ancillary instruments, and take such other actions, as reasonably necessary to facilitate the purpose of this resolution.

Section 3. 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 4. Effective Date. That this resolution shall take effect immediately upon its passage, and approval as prescribed by law.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Burnet this the 14th day of June 2022.

CITY OF BURNET

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

EXHIBIT A – ATS Fee Schedule



Attachment "B"

Residential Inspections	Per Inspection and Reinspection Fee
Temporary electrical service	\$55.00
Plumbing rough-in/foundation layout	\$55.00
Water/sewer yard-lines	\$55.00
Copper rough-in	\$55.00
Combination inspections (frame & MEP rough in	\$55.00
Re-frame and Insulation inspections	\$55.00
Wallboard inspections	\$55.00
Final inspections (combination)/ Certificate of Occupancy	\$55.00
Customer Service Inspection	\$55.00
Gas test/Electrical service inspection	\$55.00
Additional inspections to include but is not limited to driveway, fence, pool, demolition	\$55.00
Remodeling/alterations to existing structure	\$55.00
Re-inspections	\$55.00
Fill In/Back up Inspections	*See Below

*Fill In/Back up Inspections: These inspections will be performed during times when the Jurisdiction's employed inspector is unavailable and ATS is asked to "fill in". Residential inspections \$65.00 each.

Residential Code Plan Review: \$100.00 each. *

*Remodels and/or projects equal to or less than 1,000SF, Plan Review: \$65.00

Consultation Services: \$95.00/Hour, one hour minimum. *

*includes but not limited to; meetings, and conferences.

Commercial and Multi Family Construction plan review

Valuation	Fee
\$1.00 to \$50,000	\$100.00
\$50,001 to \$100,000	\$100.00 for the first \$50,000 plus \$3.50 for each additional \$1,000
\$100,001 to \$500,000	\$275 for the first \$100,000 plus \$2.25 for each additional \$1,000
\$500,001 to \$1,000,000	\$1,175 for the first \$500,000 plus \$1.50 for each additional \$1,000
\$1,000,001 and up	\$1,925 plus 0.95 for each additional \$1,000

Commercial and Multi Family Inspections: *

Plumbing Rough	\$75.00
Foundation Pre-pour	\$75.00
Water/Sewer Line	\$75.00
Copper/PEX	\$75.00
Sheathing	\$75.00
Framing	\$75.00
Mechanical Rough	\$75.00
Electrical Rough	\$75.00
Plumbing Top Out	\$75.00
Shear Wall	\$75.00
Insulation	\$75.00
Wallboard	\$75.00
Final Building	\$75.00
Final Mechanical	\$75.00
Final Electrical	\$75.00
Final Plumbing	\$75.00
Customer Service Inspection	\$75.00
Med-Gas	\$250.00
Re-inspections	\$75.00
Fill-In/Back-up Inspections	See below

*Inspections may be combined where appropriate without additional fee.

*Fill In/Back up Inspections: These inspections will be performed during times when the Jurisdiction's employed inspector is unavailable. Commercial inspections other than MedGas are \$85.00 each. MedGas inspections will be \$300.00.

PLAN REVIEW, INSPECTION SERVICE and JURISDICTION SERVICE AGREEMENT

This Agreement, made and entered into this 14th day of June _____, 2022, by and between the City of Burnet, Texas, hereinafter referred to as the “Jurisdiction” and Arch Technical Services, LLC. (dba ATS Engineers, Inspectors & Surveyors), a Texas Limited Liability Company, having its principal place of business in Travis County, Texas, hereinafter referred to as “Inspector,” supersedes all other Agreements and Addendums between the parties, and is understood and agreed to be as set forth herein:

1. Term. This Agreement remain in effect from the effective date of the Agreement unless terminated by written notice by either party, at least thirty (30) days prior to termination. Fees may be adjusted annually.
2. Description of Services. The Jurisdiction, in connection with carrying out the duties of its various ordinances and permitting processes regulating the design, construction, materials, use and occupancy, location and maintenance of all buildings and structures within the Jurisdiction, as well as ensuring conformance with state laws, requires the services of a building inspector, as well as plan review services.
 - a. While performing its duties on behalf of the Jurisdiction, as described in this agreement, Inspector shall operate under the designation of “Building Official” and shall be subject to limitations and description of duties and powers as described within the codes adopted by the Jurisdiction or state law.
 - b. Inspector agrees to assist the Jurisdiction in enforcement of its ordinances as follows:
 - i. Inspector agrees to make all inspections requested by the Jurisdiction under appropriate ordinances of the Jurisdiction or state law. See Attachment “A” “Inspection Scheduling Procedures.”
 - ii. The Inspector, as the Jurisdiction’s agent, will help assure (upon request) compliance with the adopted International Energy Conservation Code (IECC).
 - iii. Upon request, Inspector will make written reports noting state law or ordinance compliance or any deviations from all inspections and deliver a copy of such reports to the Jurisdiction office via mail, in person, facsimile, or other electronic means within two (2) business days.
 - iv. Inspector may from time to time be called upon to perform the following services:
 - Attend meeting of the Jurisdiction’s Council, when requested by a Council Member or other Jurisdictional Official; and/or
 - Attend other public or private meetings involving inspection matters related to the duties performed under this Agreement.

- v. Inspector shall conduct him/herself as an agent of the Jurisdiction in good faith displaying professionalism and a courteous manner in dealings with the citizens of the Jurisdiction. Inspector agrees to abide by the Building Official Code of Ethics as established by the International Code Council (ICC). Inspector will report to the Jurisdiction, verbally or in writing, any conflicts between Inspector and any citizen while performing said duties.
 - vi. The Jurisdiction may conduct customer satisfaction surveys from time to time without notice to Inspector. The Jurisdiction will incur cost of materials to perform such surveys.
 - vii. Inspector shall maintain complete and accurate records of work performed for the Jurisdiction. Inspector shall manage both public and confidential records that Inspector obtains pursuant to this Agreement with the understanding that some records may be subject to state open government laws.
 - viii. Inspector understands that payments made to Inspector are only for services performed. The Jurisdiction, at its sole discretion, may engage other third-party inspectors to perform some or all services described herein.
- c) Payment for Services. The Jurisdiction will employ the Inspector for the following fee structure:

Inspections:

Residential:	See Attachment B
Commercial:	See Attachment B

Plan Reviews:

Residential: new construction or additions	See Attachment B
Commercial: new construction or additions	See Attachment B
Multi-family: new construction or additions	See Attachment B

Consulting Fees: \$95/hr. to include meetings, special projects and requests.

Texas Accessibility Standards inspections: fees based on current state fees.

Reimbursable Expenses: Fees related to transmittal of plan reviews and other requested documents:

- 1.) Courier, Postage, Overnight Delivery, Etc.: Pass-thru costs
- 2.) Printing: As required for electronic transfer of plans or plan reproduction: \$25.00 up to first 10 pages. \$3.00 per page thereafter.

Request for the inspection may be made by telephone, or email. Upon notification, Inspector will typically honor the request within one (1) business day.

Request for plan review services may be made by telephone or email. Upon notification, arrangements will be made to have plans mailed or e-mailed to Inspector. Reviewed plans and construction documents will be returned no later than five (5) business days from receipt if for residential construction projects and no later than ten (10) business days if for commercial or multi-family construction projects.

Inspector shall invoice the Jurisdiction bi-weekly for each Residential and Commercial inspection and re-inspection performed. Invoice shall include a description of the address and type of inspection performed. Re-inspection fees described in Attachment “A” shall be those fees identified above.

3. Termination. Either party may terminate this Agreement by giving thirty (30) days written notice. Upon such notice, Inspector shall, unless otherwise mutually agreed upon in writing, cease all work on the effective date of termination. The Inspector shall submit a statement to the Jurisdiction detailing the work performed to the date of termination. The Jurisdiction agrees to compensate the Inspector for that portion of the work performed, accepted and invoiced under this Agreement.
4. Relationship of Parties. It is understood by the parties that Inspector is an independent contractor with respect to the Jurisdiction and not an employee of the Jurisdiction. The jurisdiction will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Inspector.
5. Employees. Inspector’s employees, if any, who perform services for the jurisdiction under this Agreement shall also be bound by the provisions of this Agreement. At the request of the jurisdiction, Inspector shall provide adequate evidence that such persons are Inspector’s employees. Jurisdiction agrees not to separately contract with employees of Inspector or otherwise separately employ members of the Inspector’s staff without written approval of the Inspector during the period of the Agreement and for a period of two years after the termination of this Agreement.
6. Insurance. Inspector shall purchase and/or maintain such general liability, auto liability, professional errors and omission, and other insurance, at its expense, as is appropriate or required by state law for the work being performed and as will provide protection for the Inspector and Jurisdiction from claims which may arise out of or result from Inspector’s performance and furnishing of services, whether such services are provided

by Inspector, any subcontractor or supplier or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Contractor must furnish a current Certificate of Insurance prior to performance under this Agreement and at least ten (10) days prior to the end of any existing coverage period.

7. **Indemnification.** Inspector agrees to indemnify and hold the Jurisdiction harmless from all claims, losses, expenses, fees, including attorney’s fees, costs and judgments that may be asserted against the Jurisdiction that result from acts or omissions of Inspector, Inspector’s employees, if any, and Inspector’s agents. Inspector waives the rights to recovery from the Jurisdiction for any injuries that Inspector and/or Inspector’s employees, subcontractors or agents may sustain while performing services under this Agreement.
8. **Assignment.** Inspector’s obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Jurisdiction.
9. **Notice.** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for the Jurisdiction:

City of Burnet, Texas
P.O. Box 1369
Burnet, TX 78611
(512) 756-6093

If for Inspector:

ATS Engineers, Inspectors & Surveyors
4910 West Hwy 290
Austin, Texas 78735
Tel: (512) 328-6995
Fax: (512) 328-6996

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

10. **Entire Agreement.** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written agreements between the parties.
11. **Amendment.** This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
12. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited; the remainder of the agreement shall be considered valid and enforceable.

- 13. Waiver of Contractual Right. The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of limitation to that party’s right to subsequently enforce and compel strict compliance with every provision of the Agreement.
- 14. Applicable Law. The laws of the State of Texas shall govern this Agreement.
- 15. Venue: Burnet County shall be the venue for any disputes that arise between the Jurisdiction and Inspector under the terms of this Agreement.

Parties to the Service Agreements:

Jurisdictional Representative
City of Burnet, Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

Inspector Service Provider
Arch Technical Services LLC. dba, ATS Engineers, Inspectors & Surveyors

By: _____

Printed Name: Brad Schubert

Title: Chief Operating Officer

Date: _____

Attachment “A”

BUILDING INSPECTION SCHEDULING PROCEDURES

Code inspections conducted by ATS Engineers, Inspectors & Surveyors can be called in or received via email to ATS prior to 4:00pm on the day before the inspection is needed. Our office number is 512-328-6995 and fax number is 512-328-6996. Email address for inspection request is scheduler@ats-engineers.com. If a preference exists for either a morning or afternoon inspection, or if an inspector must meet with a contractor/owner on the job site, it must be noted by the person requesting the inspection.

It is the responsibility of the permit holder to call in or email inspection requests for each phase of construction prior to proceeding with construction and/or covering work. This must include the name and phone number of the permit holder, the physical address of the permitted project and the type of inspection(s) requested. Passed inspections allow construction to proceed to the next stage. Failed inspections shall be corrected and re-inspected for compliance prior to proceeding with construction. All re-inspection fees must be paid prior to further inspection requests being performed.

Inspections will be combined at stages where combining is appropriate and the completion of one stage does not interfere with the inspection at another stage. Inspections performed individually other than those listed in stages at the convenience of the permit holder or necessary due to site conditions or other unforeseeable situations will be billed separately. The following are minimum required inspections for new construction. Please see the Plan Review documents for required inspections list. Reviewed, stamped Job Copy plans, Construction Documents, Energy reports, Plan Review documents, Manufacturer’s installation instructions, test reports and test certificates, and other documentation pertinent to the permitted project must be on-site and available to the Inspector upon request. The following is a list of common inspections types but is not all-inclusive and may change. It is important to check with the Jurisdiction prior to construction on the required inspections. The City of Burnet has adopted the following Codes: 2015 editions of the International Building Code (IBC), International Fire Code (IFC), International Mechanical Code (IMC), International Plumbing Code (IPC), International Fuel Gas Code (IFGC), International Residential Code (IRC), 2015 International Energy Conservation Code (IECC) and 2017 National Electric Code.

Pre-Construction Site Evaluation (if required):

- Prior to construction, ATS will conduct a site review to help identify building locations, erosion control measures, water quality protection issues and other pre-construction requirements. ATS will utilize the approved site plan as the basis for the inspection and will rely on surveying services provided by the applicant or others.
- Portable toilet facility and trash receptacle on site.

Temporary Construction Power

- Meter base and panel set per NEC with regard to under-ground or over-head electrical connection. T-pole braced on at least two (2) sides.
- Ground-fault circuit protection on all 110/ 220-volt receptacles and proper grounding means must be in place.
- Job-site address must be visible from street.

Plumbing Rough-In and Layout Inspection

- To be made after the soil, drain and waste piping is installed within the confines of a slab form and prior to any backfill or placement of concrete.
- A water test with a 10-foot head pressure or 5-PSI air test shall be performed on the entire system to verify tightness of the system.
- Building drain must be sleeved where passing through exterior beam. Sleeve shall be sealed tight around the building drain to prevent insect intrusion.
- All drain and waste piping installed with slope required for pipe size.
- Finished floor elevation allowing proper drainage around structure.

Sewer/Water Yard Line Inspection

- To be made after trenches are excavated, piping installed and tested, and before any backfill is placed.
- All necessary main supply shut-off valve(s) and/or back flow prevention devices installed on water supply and where necessary, any backwater prevention valve(s) installed on building sewer piping.
- Minimum buried depth of 12-inches. Trench is void of rocks, debris and bedded with sand. Sewer piping has slope required for pipe size.
- Clean out(s) installed and tap connection complete at main.

In-Slab Water Distribution Piping (Plumbing Copper)

- A pre-pour inspection is required by the design engineer or architect. Forms erected and floated, reinforcement steel and/or post-tension cables in place, grade beams cleaned and have been properly cut, vapor barrier installed and intact. Plans must be on-site.
- All rough-in plumbing, in-slab electrical or other conduit in place.
- All in-slab water distribution piping is installed within the confines of slab form and prior to any backfill or placement of concrete.
- Copper water lines shall be sleeved and protected from dissimilar metals.
- In-slab water distribution piping is insulated within 12-inches from slab exterior and pressure tested to a minimum 80 PSI.
- “UFER” ground wire bonded to reinforcing steel or alternate means of ground protection installed.

Frame Inspection

- Frame Inspection
To be made after the roof, all framing, fire blocking and bracing are in place. All concealing wiring, all pipes, chimneys, ducts and vents are complete.
Construction plans, documents, and engineered product specifications are on-site.
- Electrical Rough-In Inspection – to be made after the roof, framing, fire blocking and bracing is in place and prior to the installation of batt insulation and/or sheetrock. All branch circuit and dedicated wiring, boxes, conduit, panel(s) in place and properly secured. Cold-water ground wire is installed to copper water distribution piping.
- Plumbing Top-Out Inspection – to be made after the roof, framing, fire blocking and bracing is in place and all water distribution, soil, waste and vent piping and gas piping is complete and tested, and prior to the installation of insulation and/or sheetrock. A full system water pressure test or 50-PSI air test is required for inspection of the water distribution piping. For structures two-

stories or more, tub(s) and/or shower pan(s), and drain, waste and vent piping shall have a water test performed to verify tightness of the system. Gas piping shall have a minimum 10-PSI air test performed to verify tightness.

- Mechanical Rough-In Inspection – to be made after the roof, framing, fire blocking and bracing is in place and all ducting, and all HVAC rough-in equipment and components are complete, and prior to the installation of batt insulation and/or sheetrock.

Sheathing Inspection

- To be completed prior to the application of air barrier wrap, masonry ties and/ or lath. This inspection is intended to evaluate the wall bracing elements required by the adopted code.

Re-Frame, Fire-stop & Insulation (Energy 1) Inspection

- Correction items from previous Frame and MEP rough-in inspection(s) are complete.
- To be made after all batt insulation is in place and all exterior and plate penetrations have been sealed. Requirements of the International Energy Conservation Code are enforced.

Lath and Masonry Tie Inspection

- Lath inspections are to be completed when the lath is completed and prior to stucco application. Brick tie inspections are to be called prior to the masonry veneer installation.

Wallboard

- To be made after all wallboard is installed and fastened and prior to taping/float skim coats.

Gas Test and/ or Electrical Service Inspection

- Gas piping is complete with all gas stop valves installed and all gas flex piping connected to appliance(s). Gas stop valves are readily accessible. A minimum 10-PSI air test is performed on gas piping to verify tightness of system.
- Electrical service wiring and main disconnect is installed and ready to be energized. Address is posted and visible from street for all inspections.

Final Inspections

- Building Final/Certificate of Occupancy – to be made after the building is complete and ready for occupancy. All prior inspections have passed and re-inspection fees paid.
- Electrical Final Inspection – to be made after the building is complete, all required electrical fixtures are in place and properly secured, connected or protected all panel(s) are labeled and system is energized.
- Plumbing Final Inspection – to be made after the building is complete, all plumbing fixtures are in place and properly connected, gas meter is set and the structure is ready for occupancy. To include required TCEQ Customer Service Inspection.
- Mechanical Final Inspection – to be made after the building is complete, the mechanical system is in place, properly connected and operating and the structure is ready for occupancy.

Attachment “B”

Residential Inspections	Per Inspection and Reinspection Fee
Temporary electrical service	\$55.00
Plumbing rough-in/foundation layout	\$55.00
Water/sewer yard-lines	\$55.00
Copper rough-in	\$55.00
Combination inspections (frame & MEP rough in	\$55.00
Re-frame and Insulation inspections	\$55.00
Wallboard inspections	\$55.00
Final inspections (combination)/ Certificate of Occupancy	\$55.00
Customer Service Inspection	\$55.00
Gas test/Electrical service inspection	\$55.00
Additional inspections to include but is not limited to driveway, fence, pool, demolition	\$55.00
Remodeling/alterations to existing structure	\$55.00
Re-inspections	\$55.00
Fill In/Back up Inspections	*See Below

*Fill In/Back up Inspections: These inspections will be performed during times when the Jurisdiction’s employed inspector is unavailable and ATS is asked to “fill in”. Residential inspections \$65.00 each.

Residential Code Plan Review: \$100.00 each. *

*Remodels and/or projects equal to or less than 1,000SF, Plan Review: \$65.00

Consultation Services: \$95.00/Hour, one hour minimum.*

*includes but not limited to; meetings, and conferences.

Commercial and Multi Family Construction plan review

Valuation	Fee
\$1.00 to \$50,000	\$100.00
\$50,001 to \$100,000	\$100.00 for the first \$50,000 plus \$3.50 for each additional \$1,000
\$100,001 to \$500,000	\$275 for the first \$100,000 plus \$2.25 for each additional \$1,000
\$500,001 to \$1,000,000	\$1,175 for the first \$500,000 plus \$1.50 for each additional \$1,000
\$1,000,001 and up	\$1,925 plus 0.95 for each additional \$1,000

Commercial and Multi Family Inspections: *

Plumbing Rough	\$75.00
Foundation Pre-pour	\$75.00
Water/Sewer Line	\$75.00
Copper/PEX	\$75.00
Sheathing	\$75.00
Framing	\$75.00
Mechanical Rough	\$75.00
Electrical Rough	\$75.00
Plumbing Top Out	\$75.00
Shear Wall	\$75.00
Insulation	\$75.00
Wallboard	\$75.00
Final Building	\$75.00
Final Mechanical	\$75.00
Final Electrical	\$75.00
Final Plumbing	\$75.00
Customer Service Inspection	\$75.00
Med-Gas	\$250.00
Re-inspections	\$75.00
Fill-In/Back-up Inspections	See below

*Inspections may be combined where appropriate without additional fee.

*Fill In/Back up Inspections: These inspections will be performed during times when the Jurisdiction’s employed inspector is unavailable. Commercial inspections other than MedGas are \$85.00 each. MedGas inspections will be \$300.00.



Development Services

ITEM 4.7

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

Action

Meeting Date: June 14, 2022

Agenda Item: Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE "FINAL PLAT" OF DELAWARE SPRINGS SUBDIVISION, SECTION 19, PHASE 3, A PROPOSED 15-LOT RESIDENTIAL SUBDIVISION CONSISTING OF APPROXIMATELY 5.45 ACRES: L. Kimbler

Background: The proposed Delaware Springs Subdivision, Section 19, Phase 3 (Exhibit A) is a single-family residential subdivision with 15 lots and one internal street, Aidan Court.

The preliminary plat was approved by P&Z and City Council in November of 2021. Construction plans for Delaware Springs Subdivision, Section 19, Phase 3 were approved by city staff and engineer in May of 2022.

Staff Analysis: The proposed Final Plat of Delaware Springs Subdivision, Section 19, Phase 3 has been reviewed using Code of Ordinances Section 98-24 (Final Plats) as a guide. It has been found to comply with ordinance requirements relating to form and content.

P&Z Report Planning and Zoning met at their regularly scheduled meeting on Monday, June 7th, and did recommend approval of the Final Plat of Delaware Springs Subdivision, Section 19, Phase 3 as presented.

Recommendation: Staff recommends approval and adoption of Resolution R2022-51 as presented.

RESOLUTION NO. R2022-51

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE “FINAL PLAT” OF DELAWARE SPRINGS SUBDIVISION, SECTION 19, PHASE 3, A PROPOSED 15-LOT RESIDENTIAL SUBDIVISION CONSISTING OF APPROXIMATELY 5.45 ACRES

Whereas, City Council has approved a preliminary plat of the Delaware Springs Subdivision, Section 19, Phase 3; and

Whereas, the Planning and Zoning Commission has made its recommendation on the final plat of the Delaware Springs Subdivision, Section 19, Phase 3; and

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

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

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

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

Section 2. Approval. The final plat of the Delaware Springs Subdivision, Section 19, Phase 3, is hereby approved.

Section 3. Recordation. The final plat of the Delaware Springs Subdivision, Section 19, Phase 3 may be recorded in the Public Records of the County Clerk of Burnet County, Texas upon compliance with the requirements of Subdivision Code Sec. 98-24(h) and related regulations.

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

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

PASSED AND APPROVED this the 14th day of June 2022.

CITY OF BURNET, TEXAS

ATTEST:

Crista Goble Bromley, Mayor

Kelly Dix, City Secretary

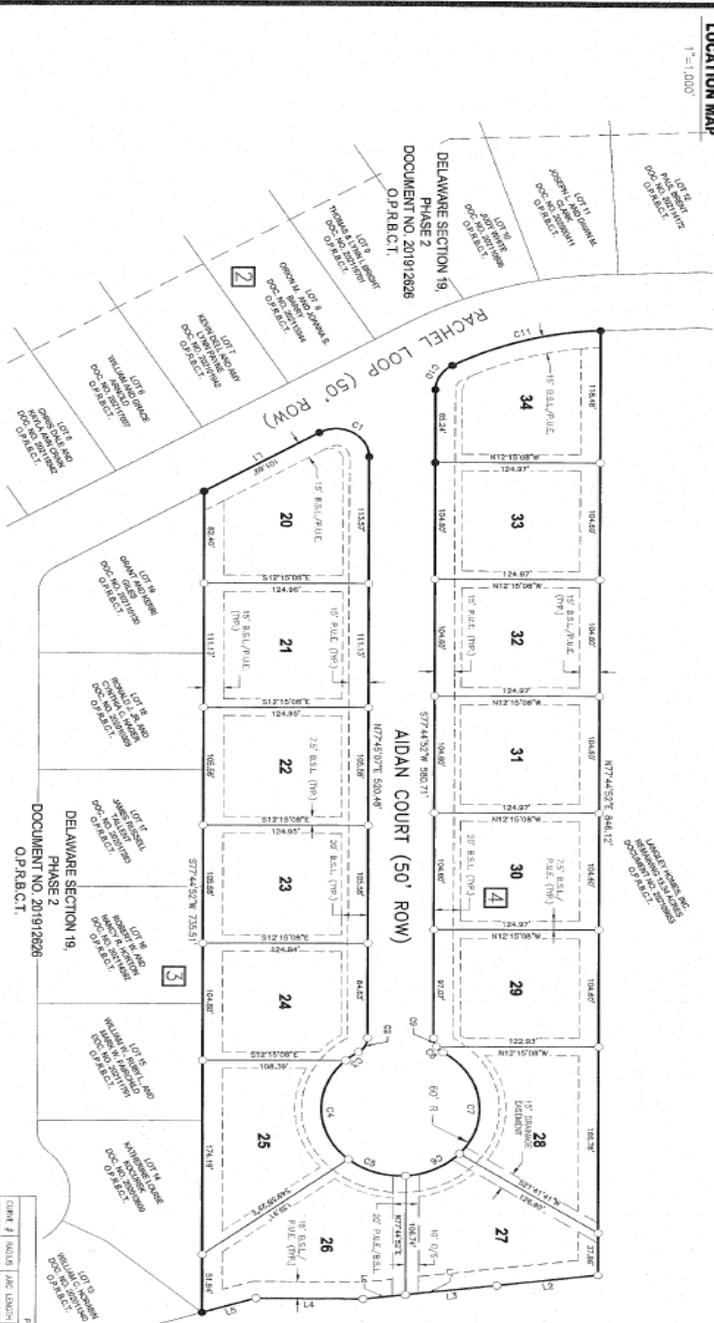
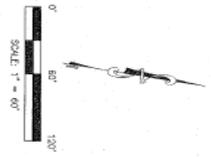
Exhibit "A" Plat



FINAL PLAT OF DELAWARE SPRINGS SUBDIVISION SECTION 19, PHASE 3 5.45 ACRES

OUT OF THE EUGENIO PEREZ SURVEY, SURVEY NO. 41, ABSTRACT NO. 672
BURNET COUNTY, TEXAS

DATE	REVISION	BY	DATE	REVISION	BY



Block #	Lot #	Area	Block #	Lot #	Area
20	0.30 AC	28	0.30 AC		
21	0.30 AC	29	0.30 AC		
22	0.30 AC	30	0.30 AC		
23	0.30 AC	31	0.30 AC		
24	0.30 AC	32	0.30 AC		
25	0.30 AC	33	0.30 AC		
26	0.30 AC	34	0.30 AC		

SHEET 1 OF 2

FOR REVIEW ONLY
DATE: 10-2-22

LINE #	LENGTH	BEARING
L1	101.86'	S89°22'57"W
L2	101.86'	S89°22'57"W
L3	102.00'	S89°22'57"W
L4	101.86'	S89°22'57"W
L5	101.86'	S89°22'57"W
L6	101.86'	S89°22'57"W
L7	101.86'	S89°22'57"W

CHAIN #	BEARS	CHORD BEARING	INCHES	FEET
C1	20.00'	N77°45'32"E	4.44"	12.07'±
C2	15.00'	S72°22'52"E	4.44"	8.27"±
C3	60.00'	S72°22'52"E	12.13"	6.30"±
C4	60.00'	S89°22'57"W	89.63"	65.31"±
C5	60.00'	S89°22'57"W	89.63"	24.44"±
C6	60.00'	S89°22'57"W	89.63"	108.24"±
C7	60.00'	S89°22'57"W	89.63"	70.88"±
C8	15.00'	S72°22'52"E	1.88"	3.10"±
C9	15.00'	S72°22'52"E	1.88"	10.00'±
C10	25.00'	S72°22'52"E	3.54"	14.60"±
C11	25.00'	S72°22'52"E	3.54"	93.87"±

- LEGEND**
- 1. BOUNDARY LINE (SEE MAP)
 - 2. DITCHES 1/2" TO 3/4" WIDE
 - 3. DITCHES 3/4" TO 1" WIDE
 - 4. DITCHES 1" TO 1 1/2" WIDE
 - 5. DITCHES 1 1/2" TO 2" WIDE
 - 6. DITCHES 2" TO 3" WIDE
 - 7. DITCHES 3" TO 4" WIDE
 - 8. DITCHES 4" TO 6" WIDE
 - 9. DITCHES 6" TO 12" WIDE
 - 10. DITCHES 12" TO 24" WIDE
 - 11. DITCHES 24" TO 48" WIDE
 - 12. DITCHES 48" TO 96" WIDE
 - 13. DITCHES 96" TO 192" WIDE
 - 14. DITCHES 192" TO 384" WIDE
 - 15. DITCHES 384" TO 768" WIDE
 - 16. DITCHES 768" TO 1536" WIDE
 - 17. DITCHES 1536" TO 3072" WIDE
 - 18. DITCHES 3072" TO 6144" WIDE
 - 19. DITCHES 6144" TO 12288" WIDE
 - 20. DITCHES 12288" TO 24576" WIDE
 - 21. DITCHES 24576" TO 49152" WIDE
 - 22. DITCHES 49152" TO 98304" WIDE
 - 23. DITCHES 98304" TO 196608" WIDE
 - 24. DITCHES 196608" TO 393216" WIDE
 - 25. DITCHES 393216" TO 786432" WIDE
 - 26. DITCHES 786432" TO 1572864" WIDE
 - 27. DITCHES 1572864" TO 3145728" WIDE
 - 28. DITCHES 3145728" TO 6291456" WIDE
 - 29. DITCHES 6291456" TO 12582912" WIDE
 - 30. DITCHES 12582912" TO 25165824" WIDE
 - 31. DITCHES 25165824" TO 50331648" WIDE
 - 32. DITCHES 50331648" TO 100663296" WIDE
 - 33. DITCHES 100663296" TO 201326592" WIDE
 - 34. DITCHES 201326592" TO 402653184" WIDE
 - 35. DITCHES 402653184" TO 805306368" WIDE
 - 36. DITCHES 805306368" TO 1610612736" WIDE
 - 37. DITCHES 1610612736" TO 3221225472" WIDE
 - 38. DITCHES 3221225472" TO 6442450944" WIDE
 - 39. DITCHES 6442450944" TO 12884901888" WIDE
 - 40. DITCHES 12884901888" TO 25769803776" WIDE
 - 41. DITCHES 25769803776" TO 51539607552" WIDE
 - 42. DITCHES 51539607552" TO 103079215104" WIDE
 - 43. DITCHES 103079215104" TO 206158430208" WIDE
 - 44. DITCHES 206158430208" TO 412316860416" WIDE
 - 45. DITCHES 412316860416" TO 824633720832" WIDE
 - 46. DITCHES 824633720832" TO 1649267441664" WIDE
 - 47. DITCHES 1649267441664" TO 3298534883328" WIDE
 - 48. DITCHES 3298534883328" TO 6597069766656" WIDE
 - 49. DITCHES 6597069766656" TO 13194139533312" WIDE
 - 50. DITCHES 13194139533312" TO 26388279066624" WIDE
 - 51. DITCHES 26388279066624" TO 52776558133248" WIDE
 - 52. DITCHES 52776558133248" TO 105553116266496" WIDE
 - 53. DITCHES 105553116266496" TO 211106232532992" WIDE
 - 54. DITCHES 211106232532992" TO 422212465065984" WIDE
 - 55. DITCHES 422212465065984" TO 844424930131968" WIDE
 - 56. DITCHES 844424930131968" TO 1688849860263936" WIDE
 - 57. DITCHES 1688849860263936" TO 3377699720527872" WIDE
 - 58. DITCHES 3377699720527872" TO 6755399441055744" WIDE
 - 59. DITCHES 6755399441055744" TO 13510798882111488" WIDE
 - 60. DITCHES 13510798882111488" TO 27021597762222976" WIDE
 - 61. DITCHES 27021597762222976" TO 54043195524445952" WIDE
 - 62. DITCHES 54043195524445952" TO 10808639104889184" WIDE
 - 63. DITCHES 10808639104889184" TO 21617278209778368" WIDE
 - 64. DITCHES 21617278209778368" TO 43234556419556736" WIDE
 - 65. DITCHES 43234556419556736" TO 86469112839113472" WIDE
 - 66. DITCHES 86469112839113472" TO 172938225682226944" WIDE
 - 67. DITCHES 172938225682226944" TO 345876451364453888" WIDE
 - 68. DITCHES 345876451364453888" TO 691752902728907776" WIDE
 - 69. DITCHES 691752902728907776" TO 1383505805457815552" WIDE
 - 70. DITCHES 1383505805457815552" TO 2767011610915631104" WIDE
 - 71. DITCHES 2767011610915631104" TO 5534023221831262208" WIDE
 - 72. DITCHES 5534023221831262208" TO 1106804643666252416" WIDE
 - 73. DITCHES 1106804643666252416" TO 2213609287332504832" WIDE
 - 74. DITCHES 2213609287332504832" TO 4427218574665009664" WIDE
 - 75. DITCHES 4427218574665009664" TO 8854437149330019328" WIDE
 - 76. DITCHES 8854437149330019328" TO 17708874298660038656" WIDE
 - 77. DITCHES 17708874298660038656" TO 35417748597320077312" WIDE
 - 78. DITCHES 35417748597320077312" TO 70835497194640154624" WIDE
 - 79. DITCHES 70835497194640154624" TO 14167099438928030144" WIDE
 - 80. DITCHES 14167099438928030144" TO 28334198877856060288" WIDE
 - 81. DITCHES 28334198877856060288" TO 56668397755712120576" WIDE
 - 82. DITCHES 56668397755712120576" TO 1133367955114424111552" WIDE
 - 83. DITCHES 1133367955114424111552" TO 2266735910228848223104" WIDE
 - 84. DITCHES 2266735910228848223104" TO 4533471820457696446208" WIDE
 - 85. DITCHES 4533471820457696446208" TO 9066943640915392932416" WIDE
 - 86. DITCHES 9066943640915392932416" TO 18133887281831198648832" WIDE
 - 87. DITCHES 18133887281831198648832" TO 36267774563662397297664" WIDE
 - 88. DITCHES 36267774563662397297664" TO 72535549127324794595328" WIDE
 - 89. DITCHES 72535549127324794595328" TO 145071092254649591190656" WIDE
 - 90. DITCHES 145071092254649591190656" TO 290142184509299182381312" WIDE
 - 91. DITCHES 290142184509299182381312" TO 580284369018598364762624" WIDE
 - 92. DITCHES 580284369018598364762624" TO 1160568738037197729525248" WIDE
 - 93. DITCHES 1160568738037197729525248" TO 232113747607439545905056" WIDE
 - 94. DITCHES 232113747607439545905056" TO 4642274952148790918100112" WIDE
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 - 96. DITCHES 9284549904297581836200224" TO 18569099805951163724004448" WIDE
 - 97. DITCHES 18569099805951163724004448" TO 37138199611902327274800896" WIDE
 - 98. DITCHES 37138199611902327274800896" TO 74276399223804654549601792" WIDE
 - 99. DITCHES 74276399223804654549601792" TO 14855279845760939099203584" WIDE
 - 100. DITCHES 14855279845760939099203584" TO 29710559691521878198407168" WIDE

NOTES

- 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
- 2. ALL DIMENSIONS ARE TO THE CENTER OF THE LINE.
- 3. ALL DIMENSIONS ARE TO THE CENTER OF THE ROAD.
- 4. ALL DIMENSIONS ARE TO THE CENTER OF THE CURB.
- 5. ALL DIMENSIONS ARE TO THE CENTER OF THE SIDEWALK.
- 6. ALL DIMENSIONS ARE TO THE CENTER OF THE DRIVEWAY.
- 7. ALL DIMENSIONS ARE TO THE CENTER OF THE PORCH.
- 8. ALL DIMENSIONS ARE TO THE CENTER OF THE PATIO.
- 9. ALL DIMENSIONS ARE TO THE CENTER OF THE DECK.
- 10. ALL DIMENSIONS ARE TO THE CENTER OF THE STAIRS.
- 11. ALL DIMENSIONS ARE TO THE CENTER OF THE FENCE.
- 12. ALL DIMENSIONS ARE TO THE CENTER OF THE GATE.
- 13. ALL DIMENSIONS ARE TO THE CENTER OF THE WALL.
- 14. ALL DIMENSIONS ARE TO THE CENTER OF THE ROOF.
- 15. ALL DIMENSIONS ARE TO THE CENTER OF THE FLOOR.
- 16. ALL DIMENSIONS ARE TO THE CENTER OF THE CEILING.
- 17. ALL DIMENSIONS ARE TO THE CENTER OF THE WALL.
- 18. ALL DIMENSIONS ARE TO THE CENTER OF THE ROOF.
- 19. ALL DIMENSIONS ARE TO THE CENTER OF THE FLOOR.
- 20. ALL DIMENSIONS ARE TO THE CENTER OF THE CEILING.

FINAL PLAT OF
DELAWARE SPRINGS SUBDIVISION
SECTION 19, PHASE 3
 5.45 ACRES
 OUT OF THE EUGENIO PEREZ SURVEY, SURVEY NO. 41, ABSTRACT NO. 672
 BURNET COUNTY, TEXAS

STATE OF TEXAS,
 COUNTY OF BURNET,
 BEING A CORRECT COPY OF THE RECORD INSTRUMENT NO. 41, ABSTRACT NO. 672, AS FILED FOR RECORD IN THE PUBLIC RECORDS OF BURNET COUNTY, TEXAS, ON _____ DAY OF _____, 2018.

WITNESSES MY HAND AND THE SEAL OF SAID COUNTY, TEXAS, THIS _____ DAY OF _____, 2018.
 JAMES BRADLEY, JUDGE
 CLERK OF BURNET COUNTY, TEXAS
 BURNET, TEXAS 78811

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

ADDITIONS:
 DATE OF THIS _____
 I, _____, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS AND THAT I HAVE REVIEWED THE INSTRUMENT AND CONSENTED TO THE RECORDING THEREOF AND IN THE COUNTY THEREIN STATED.

 EUGENIO PEREZ, SURVEYOR
 1500 N. W. 10TH STREET, SUITE 100
 FORT WORTH, TEXAS 76102
 PHONE: (817) 423-4453

ENCLOSURE:
 STATE OF TEXAS
 COUNTY OF BURNET
 I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE ENGINEERING CALCULATION HAS BEEN DONE THIS DAY.

 REGISTERED PROFESSIONAL ENGINEER NO. 99781
 1500 N. W. 10TH STREET, SUITE 100
 FORT WORTH, TEXAS 76102
 OFFICE: (817) 312-5849

FILE NOTES:

1. ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP COMMENT PANEL NO. 4833C DATED NOVEMBER 1, 2018, NO PORTION OF THIS TRACT LIES WITHIN THE 100 YEAR REGULATORY FLOOD ZONE.
2. BASIS OF SURVEY FOR THIS SURVEY IS THE TEXAS LAMBERT GEO. CENTER ZONE, NAD83.
3. ALL SURVEY POINTS ARE REFERRED TO BY THE LETTERS A THROUGH Q. ALL POINTS WERE RECOVERED BY THE SURVEYOR AND FOUND TO BE IN ACCORD WITH THE ORIGINAL RECORDS AND FIELD NOTES. ALL POINTS WERE RECOVERED BY THE SURVEYOR AND FOUND TO BE IN ACCORD WITH THE ORIGINAL RECORDS AND FIELD NOTES.
4. THERE ARE 15 SMALL PAVY RESIDENTIAL LOTS SITUATED WITHIN THE PLAT.
5. THERE IS 0.94 ACRES OF ROAD BOUND BY THE PLAT.
6. THE SURVEYOR HAS REVIEWED THE RECORDS AND FOUND THAT THE RECORDS ARE IN ACCORD WITH THE ORIGINAL RECORDS AND FIELD NOTES. THE SURVEYOR HAS REVIEWED THE RECORDS AND FOUND THAT THE RECORDS ARE IN ACCORD WITH THE ORIGINAL RECORDS AND FIELD NOTES.
7. ALL SURVEY POINTS ARE REFERRED TO BY THE LETTERS A THROUGH Q. ALL POINTS WERE RECOVERED BY THE SURVEYOR AND FOUND TO BE IN ACCORD WITH THE ORIGINAL RECORDS AND FIELD NOTES.

STATE OF TEXAS,
 COUNTY OF BURNET,
 THE ATTORNEY AT LAW, PLAT OF "DELAWARE SPRINGS SUBDIVISION, SECTION 19, PHASE 3" HAS BEEN FILED TO AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AT ITS MEETING ON _____ DAY OF _____, 2018. THE PLAT SHALL BE FILED IN THE CLERK AND RECORDS OFFICE FOR BURNET COUNTY, TEXAS.

 CLERK OF BURNET COUNTY
 CITY OF BURNET

STATE OF TEXAS,
 COUNTY OF BURNET,
 THE ATTORNEY AT LAW, PLAT OF "DELAWARE SPRINGS SUBDIVISION, SECTION 19, PHASE 3" HAS BEEN FILED TO AND APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF BURNET, TEXAS ON _____ DAY OF _____, 2018. THE PLAT SHALL BE FILED IN THE CLERK AND RECORDS OFFICE FOR BURNET COUNTY, TEXAS.

 TOWNY GALT, PLANNING AND ZONING COMMISSION CHAIRMAN

STATE OF TEXAS,
 COUNTY OF BURNET,
 I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS AND THAT I HAVE REVIEWED THE INSTRUMENT AND CONSENTED TO THE RECORDING THEREOF AND IN THE COUNTY THEREIN STATED.

 REGISTERED PROFESSIONAL ENGINEER NO. 99781
 1500 N. W. 10TH STREET, SUITE 100
 FORT WORTH, TEXAS 76102
 OFFICE: (817) 312-5849

ENCLOSURE:
 STATE OF TEXAS
 COUNTY OF BURNET
 I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE ENGINEERING CALCULATION HAS BEEN DONE THIS DAY.

 REGISTERED PROFESSIONAL ENGINEER NO. 99781
 1500 N. W. 10TH STREET, SUITE 100
 FORT WORTH, TEXAS 76102
 OFFICE: (817) 312-5849

FOR REVIEW ONLY
 DATE: 10-1-22



Finance

ITEM 4.8

Patricia Langford
Director of Finance
(512)-715-3205
plangford@cityofburnet.com

Action

Meeting Date: June 14, 2022

Agenda Item: Discuss and consider action: A RESOLUTION BY THE CITY OF BURNET, TEXAS AUTHORIZING THE USE OF RESTRICTED CAPITAL EQUIPMENT RESERVE FUNDS TO REIMBURSE THE CITY'S OPERATING FUNDS FOR THE PURCHASE OF A NEW FIRE ENGINE: P. Langford

Background: The City Council of Burnet formally established a Capital Equipment Reserve account for capital equipment purchases that require Council action prior to funding any authorized transactions.

During the 2020-2021 budget workshops, The City Council and staff discussed using Restricted Capital Equipment Reserves to purchase a new fire engine. \$650,000 was appropriated in the original budget for fiscal year 2020-2021 for the purchase of a new fire engine.

During the regular council meeting on October 26, 2021, the City Council increased the original appropriation and authorized staff to order a new custom fire engine with equipment for \$850,000. The original budget was formally amended by \$200,000 (Ordinance 2022-14).

Information: The new fire engine was delivered to the Burnet Fire Department on May 23, 2022, and the City subsequently paid \$850,000 out of operating funds for the fire engine and equipment as approved by council.

Fiscal Impact: Upon approval of this resolution, \$850,000 will be transferred from the restricted Texpool investment Capital Equipment Reserve account to the City's Operating account as a reimbursement for the recent purchase of the new fire engine.

Recommendation: Approve and adopt Resolution No. R2022-52 as presented.

RESOLUTION NO. R2022-52

A RESOLUTION BY THE CITY OF BURNET, TEXAS AUTHORIZING THE USE OF RESTRICTED CAPITAL EQUIPMENT RESERVE FUNDS TO REIMBURSE THE CITY'S OPERATING FUNDS FOR THE PURCHASE OF A NEW FIRE ENGINE.

Whereas, the City Council of the City of Burnet (the "City Council") approved restricting certain funds for the purpose of establishing a reserve account for equipment purchases which require Council action prior to funding any authorized expenditures; and

Whereas, the City Council approved Ordinance No. 2021-31 adopting the official budget for the City of Burnet, Texas, for the fiscal year 2021-2022 which appropriated \$650,000 in the General Capital Fund for the purchase of a new fire engine; and

Whereas, at the October 26, 2021, regular session, the City Council authorized staff to order a customized and equipped fire engine and approved increasing the original amount appropriated by \$200,000; and

Whereas, the City Council approved Ordinance No. 2022-14 which formally amended the original 2021-2022 budget and increased the amount appropriated in the General Capital Fund for the purchase of a new Fire Engine and related equipment by \$200,000; and

Whereas, the City used operating funds to purchase a new Fire Engine and related equipment as appropriated in the amended 2020-2021 budget for \$850,000 on May 27, 2022.

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

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

Section 2. Proceedings. The City Council does hereby approve the use of restricted capital equipment reserves in the amount of \$850,000 to reimburse the City's operating account for the purchase of a new Fire Engine.

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

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED this the 14th day of June, 2022.

CITY OF BURNET, TEXAS

ATTEST:

Crista Goble Bromley, Mayor

Kelly Dix, City Secretary



Finance

ITEM 4.9

Patricia Langford
Director of Finance
(512)-715-3205
plangford@cityofburnet.com

Action

- Meeting Date:** June 14, 2022
- Agenda Item:** Discuss and consider action: A RESOLUTION BY THE CITY OF BURNET, TEXAS TO TRANSFER THE BALANCE OF THE LCRA CREDIT CAPITAL RESERVE ACCOUNT TO THE CAPITAL EQUIPMENT RESERVE ACCOUNT: P. Langford
- Background:** The City Council of the City of Burnet formally established the Capital Equipment Reserve account and the LCRA Credit Capital Reserve account for capital equipment purchases that require Council action prior to funding any authorized expenditures. Staff is requesting to consolidate the accounts to simplify the accounting and reporting of the restricted by council capital funds.
- Information:** The current balance of the Capital Equipment Reserve account is \$958,129 and the current balance of the LCRA Credit Capital Reserve account is \$442,539.
- Fiscal Impact:** No fiscal impact. Funds are simply being transferred from one restricted Texpool investment account to another.
- Recommendation:** Approve Resolution No. R2022-53 as presented.

RESOLUTION NO. R2022-53

A RESOLUTION BY THE CITY OF BURNET, TEXAS TO TRANSFER THE BALANCE OF THE LCRA CREDIT CAPITAL RESERVE ACCOUNT TO THE CAPITAL EQUIPMENT RESERVE ACCOUNT.

Whereas, the City Council of the City of Burnet (the "City Council") formally established a Capital Equipment Reserve account and a LCRA Credit Capital Reserve account that both require Council action prior to funding any authorized expenditures; and

Whereas, it is advantageous for the City to combine the restricted fund assets of the LCRA Credit Capital Reserve account with the Capital Equipment Reserve account to streamline the accounting of restricted funds and for the purpose of investment as provided for herein: and

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

Whereas, the Investment Policy is reviewed and approved annually by the City Council and applies to all financial assets held by the City; and

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

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

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

Section 2. Proceedings. The City Council does hereby approve transferring the balance of the LCRA Credit Capital Reserve account (\$442,539 plus any additional accrued interest) to the Capital Equipment Reserve account for the purpose of consolidating restricted capital equipment reserves. Such funds shall be invested in accordance with the City's investment policy and shall require Council action prior to funding any authorized expenditures.

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

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED this the 14th day of June, 2022.

CITY OF BURNET, TEXAS

ATTEST:

Crista Goble Bromley, Mayor

Kelly Dix, City Secretary



Administration

ITEM 4.10

Adrienne Feild
Admin Services/Airport Manager
512.715.3214
afeild@cityofburnet.com

Action

Meeting Date: June 14, 2022

Agenda Item: Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL of THE CITY OF BURNET, TEXAS, APPROVING TWO LETTERS OF INTENT TO GROUND LEASE PROPERTY AT THE BURNET MUNICIPAL AIRPORT: A.Feild

Background: A. B. Walters, on behalf of Airy Mount Properties, LLC., has offered to enter into a Letter of Intent to ground lease 1.14 +/- acres located at the north end of the Burnet Municipal Airport runway; and 0.972 +/- acres located at the south end of the Burnet Municipal Airport runway. The purpose of the ground lease would be the construction and operation of airport hangars.

Information: This Resolution authorizes the mayor to execute a Letter of Intent for two ground leases. The Letter of Intent provides the terms of the ground leases shall be at least 20 years but no more than 40 years. Moreover, the Letter of Intent provides that the City and Mr. Walters will negotiate in good faith other terms and conditions including a provision that at the improvements on the leased premises would become the property of the City at the expiration of the leases. The term of the Letter of Intent is 90 days, and this Resolution authorizes the City Manager to extend the term an additional 90 days without further Council approval.

Should this resolution be approved, the City Manager would begin negotiations of the terms and conditions of the ground leases for presentation to Council for approval. Should the ground leases not be executed for whatever reason, during the term or extension of the Letter of Intent, neither party shall have any further obligation to the other.

Fiscal Impact The fiscal impact will not be known unless and until Council approves Ground Leases.

Recommendation: Approve Resolution No. R2022-54 as presented.

RESOLUTION NO. R2022-54

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING TWO LETTERS OF INTENT TO GROUND LEASE PROPERTY AT THE BURNET MUNICIPAL AIRPORT.

Whereas, A. B. Walters, on behalf of Airy Mount Properties, LLC., has offered to enter into a Letter of Intent to ground lease 1.14 +/- acres located at the north end of the Burnet Municipal Airport runway; and 0.972 +/- acres located at the south end of the Burnet Municipal Airport runway; and

Whereas, the Letter of Intent authorizes the City Manager to begin negotiations of the terms and conditions of ground leases for a term up to forty-years; and

Whereas, any ground lease negotiated by the City Manager would require Council approval before becoming binding on the City; and

Whereas, should the parties not come to an agreement as to the terms and conditions of the ground leases before the expiration of the term of the Letter of Intent, or any extension thereof, neither party shall have any further obligation to the other under the Letter of Intent.

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 Letters of Intent attached hereto are hereby approved.

Section three. Authorization. The Mayor is hereby authorized to execute instruments in substantial form as the attachment and execute such ancillary documents and takes such related actions reasonably necessary to facilitate the intent of this Resolution.

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 14th day of June, 2022.

CITY OF BURNET, TEXAS

ATTEST:

Crista Goble Bromley, Mayor

Kelly Dix, City Secretary

**Airy Mount Properties,
LLC
PO Box 1669
Burnet, Texas 78611**

June 8, 2022

Crista Goble Bromley, Mayor City of Burnet Texas
1001 Buchanan Drive, Suite 4
Burnet, Texas 78611

RE: LETTER OF INTENT

The Honorable Crista Goble Bromley Mayor, City of Burnet, Texas:

This letter will serve as a Letter of Intent ("LOI") for a ground lease of a Parcel, or ground leases of two Parcels, located at the Burnet Municipal Airport by and between Airy Mount Properties, LLC, or assign ("Tenant") and the City of Burnet, Texas ("Landlord").

The following expresses our understanding with respect to the matters described herein, but, unless provided otherwise herein, it is expressly understood that this Letter of Intent does not constitute a complete statement of the terms of the ground lease.

1. **Term (Due Diligence Period).** This LOI shall have a term of ninety days from the date of execution by the Mayor.
2. **Ground Lease.** During the Term, Landlord and Tenant shall negotiate in good faith the terms and conditions of a written ground lease, or ground leases, on which Tenant shall be authorized and required to construct an aircraft hangar or hangars.
 - a. Within Term, the parties hereto shall negotiate in good faith the terms and conditions of a ground lease(s) for the Parcel(s) described herein. The parties agree the term of such lease shall not be less than twenty (20) years nor more than forty (40) years, and any structure constructed on the leased premises shall become the property of the City of Burnet at the expiration of the ground lease.
 - b. During the Term of this LOI, the parties shall negotiate in good faith the rentals and any other airport fees and other lease provisions that are mutually agreeable and typical of other ground leases at the

Burnet Municipal Airport.

- c. In the event that the parties cannot agree to such terms before the expiration of the Term, either party may terminate this LOI and in such case neither party shall have any further obligation to the other.
3. **Earnest Money.** Tenant shall pay to the City of Burnet a fully refundable earnest money fee of \$500.00 for the Landlord to hold the Parcels for ninety (90) days or until the ground lease is executed, whichever first occurs.
 4. **Parcel.** The Parcels subject to this LOI are as follows:
 - a. 1.14 +/- acres located at the north end of the Burnet Municipal Airport runway.
 - b. 0.972 +/- acres located at the south end of the Burnet Municipal Airport runway.
- Note:** The parcels have not been surveyed. However, location and dimension approximations are reflected on **Exhibit "A"** attached hereto.
5. **Environmental Study.** Landlord shall provide to Tenant a copy of any environmental study conducted at the Burnet Municipal Airport, in any exists.
 6. **Broker's Commission.** Neither Landlord nor Tenant shall be represented by a broker for which a commission is paid based on the ground lease or otherwise.
 7. **Landlord's Representations.** Landlord agrees as follows: (i) no other third party has any contractual or other rights related to the Parcels; (ii) Landlord shall not market the Parcels for lease or sale to any other third party during the Due Diligence Period; (iii) at the end of the Due Diligence Period this LOI may be extend in writing by the parties for an additional ninety (90) days or this LOI shall automatically expire.

Upon execution of this LOI, it shall be binding on the parties during the Term or the execution of the ground lease(s), for one or both of the Parcels, whichever first occurs. Notwithstanding the forgoing, in the event the Term of this LOI expires without the execution of a ground lease for one, or ground leases for both, of the Parcels neither party hereto shall have any liability arising under this LOI as to the other party.

Sincerely,

Airy Mount Properties, LLC

By: Alushield Investments, LLC

By: A.B. Walters, Member Manager

Accepted:

City of Burnet, Texas

By: Crista Goble Bromley, Mayor

Date: June 14, 2022



Administration

ITEM 4.11

Adrienne Feild
Admin Services/Airport Manager
512.715.3214
afeild@cityofburnet.com

Agenda Item Brief

Meeting Date: June 14, 2022

Agenda Item: Discuss and consider action A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING AN INTERIM CONTRACT FOR FIXED BASE OPERATION SERVICES FOR THE BURNET MUNICIPAL AIRPORT: A.Feild

Background: The current Fixed Base Operator; Faulkner's Air Shop has given their resignation. Council, after a request for proposal selection process, authorized the City Manager to negotiate a contract with Crosby Flying Services LLC, to be the Fixed Base Operator at the municipal airport. Both Parties desire to enter into this Contract, as an interim agreement until a longer term contract can be negotiated.

Information: This resolution authorizes the City Manager on behalf of the City to execute, an Interim Fixed Base Operator Contract with Crosby Flying Services LLC. The Interim Fixed Base Operator Contract shall be effective as of the first day of July 2022 and shall end on the last day of October 2022.

In addition, the Contract allows either party to terminate the contract thirty days (30) prior to the ending date of the current term. And, finally, this resolution authorizes the City Manager to exercise the City's early termination rights.

Fiscal Impact: Approval of this resolution will have a financial impact not to exceed \$72,000 (\$18,000/month for up to four months) to be expensed out of the Airport Fund

Recommendation: Approve and adopt Resolution R2022-55 as presented.

RESOLUTION NO. R2022-55

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING AN INTERIM CONTRACT FOR FIXED BASE OPERATION SERVICES FOR THE BURNET MUNICIPAL AIRPORT.

WHEREAS, the former Airport FBO has tendered its resignation; and

WHEREAS, City Council after a request for proposal selection process authorized the City Manager to negotiate a contract with Crosby Flying Services LLC, to be the Fixed Base Operator at the municipal airport; and

WHEREAS, the Parties desire to enter into this Contract, as an interim agreement until a longer term contract can be negotiated.

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 Interim Fixed Base Operator Contract- Crosby Flying Services LLC is attached hereto as Exhibit "A" is hereby approved.

Section three. Delegation of Authority. The City Manager is hereby authorized and directed to execute, on behalf of the City, an agreement in substantial form as the attachment hereto, and take such further actions and execute such ancillary documents as may reasonably be necessary to facilitate the purpose of this resolution. Further, the City Manager is authorized, without further action by City Council, to terminate the agreement pursuant to Article I Section (c) therein upon his determination that such termination is in the best interest of the City.

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 14th day of June, 2022.

CITY OF BURNET, TEXAS

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

FIXED BASE OPERATOR CONTRACT

STATE OF TEXAS §

§ KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF BURNET §

This contract ("Contract") is entered into by and between City of Burnet, a Texas home rule municipality ("City"), and Crosby Flying Services LLC, a Texas limited liability company, ("FBO"), who may be individually referred to herein as "Party" or collectively as "Parties".

WITNESSETH

WHEREAS, the former Airport FBO has tendered its resignation;

WHEREAS, City Council after a request for proposal selection process authorized the City Manager to negotiate a contract with Crosby Flying Services LLC, to be the Fixed Base Operator at the municipal airport;

WHEREAS, the Parties desire to enter into this Contract, as an interim agreement until a longer term contract can be negotiated.

NOW THEREFORE for and in consideration of the monthly cash consideration payments by and between the Parties and further consideration of the mutual covenants, benefits, agreements and obligations between the Parties, City and the FBO agree as follows:

CONSIDERATION

City shall pay a fixed based operator's fee to the FBO, the cash sum of eighteen thousand AND NO/100 DOLLARS (\$18,000) per month, the first such monthly payment to be paid on the first day of JULY, 2022 and a like payment on the 1st day of each month thereafter during the term of this Contract, for services as a fixed based operator at Burnet Municipal Airport ("Airport").

The FBO shall pay as a hangar rental fee to City, the cash sum of ONE DOLLAR (\$1.00) per month; the first such monthly payment to be paid on the first day of JULY, 2022 and a like payment on the 1st day of each month thereafter during the term of this Contract. Said hangar is an eighty-foot by eighty-foot (80' x 80') metal building for use as a hangar-shop-office-terminal building ("Premises"), as shown in **Exhibit "A"**. The City reserves the right to relocate the FBO at any time during the term of the Contract to similar or better facilities as deemed necessary by the City.

The FBO shall track and report all fuel dispensed and shall note all gallons pumped, both self-service and full-service. The FBO shall pay to City the entire proceeds of the sale of all fuel sales collected by the FBO.

TERM

This Contract shall be effective as of the first day of July 2022 (the "Effective Date") and shall end on the last day of October 2022. Such term may be renewed with the mutual consent of the Parties.

TERMINATION

1. The City shall have the right to terminate this Contract, in whole or in part, on the occurrence of any of the following events:
 - a. Failure on the part of the FBO (1) to pay rent when due unless such failure is corrected within a ten (10) day period of the date due, or (2) failure of the FBO to pay the City any monies that become due and owing to the City by the FBO under any other lease or agreement that is at that time in effect between FBO and City.
 - b. Filing by or the final adjudication of the FBO of any petition in bankruptcy or the making of any transfer of general assignment for the benefit of creditors which has not been previously authorized by City.
 - c. Should the Premises cease to be used for aviation purposes, be used for unauthorized purposes, be abandoned by the FBO, FBO files bankruptcy, dissolves or forfeits its corporate charter, or FBO fails to adhere to the terms of this Contract, City shall have the authority to suspend or terminate this Contract except that FBO shall have the opportunity to cure as defined herein. In the event of the abandonment of the Premises or any portion thereof, or discontinuance of the FBO's business operations, or any portion thereof, City shall not be responsible for the custodial protection of merchandise, fixtures, or equipment abandoned even though it is necessary for the City to remove same from the Premises for storage or disposal.
 - d. Loss by the FBO due to expiration or revocation of any special licenses, permit or certificate necessary for conducting activities as defined herein at the level of service required by terms contained herein.
 - e. The failure of the FBO to perform substantially or keep or observe any of the terms, covenants, and conditions which FBO is obligated to perform, keep, or observe under this Contract after the expiration of the thirty (30) day period after written warning or ultimatum given by the City to the FBO to correct any such deficiency or default. Should the remedy of any breach reasonably require more than thirty (30) days in execution, FBO shall be given such additional time as may be deemed necessary by City.

Provided, however, that as to those actions or circumstances which FBO should do or discontinue doing or correct which create a danger or are derogatory to aviation activities, the delinquency shall be cured by FBO immediately, without notice by City. Conditions or circumstances creating a dangerous situation or which are or may be derogatory to aviation activities shall be conclusive if such determination is made by the Federal Aviation Administration,

Texas Department of Transportation, or City. The term derogatory as herein used, shall mean those things which do or reasonably appear to hinder aviation activities.

2. The Contract may be terminated for convenience by either the FBO or the City upon written notice of either Party of its intent to terminate at least thirty days (30) prior to the ending date of the current term.
3. This Contract may be terminated for convenience at any time without cause and without notice upon mutual agreement between City and FBO.
4. It is understood and agreed, by and between the Parties hereto, that the continuing use of the Airport as an airport for general aviation is essential to the operation of FBO, and that failure to continue the use of the Airport for airport and aviation purposes shall constitute a default in the Contract by City; and upon giving notice to City by FBO of such default and failure to cure such default within thirty (30) days after the giving of such notice, the Contract shall terminate and end as of the date ninety (90) days after such notice shall have been given. FBO's remedy shall be limited to such cancellation and removal, or relocation of personal property owned by FBO. The City shall not be responsible or liable for any actual or consequential damages that may arise from such cancellation.

PURPOSE

The purpose of the Contract is for an FBO to provide twenty-four (24) hour services to pilots and aircraft which use the Airport including but not limited to the dispensing of fuel and the operation of an aircraft repair facility in compliance with Federal Aviation Administration (FAA) regulations and approved practices.

The FBO shall have the exclusive use of the Premises located on Airport except that City shall have access and use of the meeting room, pilot's lounge, restrooms and lobby for use as a terminal building and for City related events.

The FBO shall not exclude the general public or any persons desiring to avail themselves of the services of the FBO and of the use of the Airport facilities, except that the FBO shall have the authority to refuse service when, in his or her opinion, such service could result in a danger to employees, visitors, the City, state or United States government or to the general public, or FBO believes such service is an illegal act. The FBO shall not give preferential treatment to its customers but any and all persons shall be given impartial access to and use of the Airport facilities and services, subject to the rights of the FBO as provided herein.

SERVICES BY FBO

1. The FBO shall service customers and their airplanes with aviation grade fuels provided by the City. The FBO shall report fuel dispensed on a monthly basis and shall pay to City, within ten (10) business days, the entire proceeds of the sale of all fuel sales during the reporting period.
2. The FBO shall provide the general services of an FBO as that term and said services are usually agreed to and understood in the management

and operation of an Airport within the Central Texas area and in addition, the FBO shall service aircraft needing fuel and supplies on a twenty-four (24) hour a day basis.

3. The FBO shall operate an aircraft repair facility in compliance with FAA regulations and approved practices.
4. The FBO shall maintain the Premises in a neat, orderly and attractive condition and shall maintain the area immediately adjacent to and surrounding the Premises building.
5. The FBO shall set such reasonable fees and rates for services consistent with standard practices for similarly positioned providers except that such fees and rates shall not be detrimental to the operation of the Airport. The FBO will provide the City with a list of charges upon request.
6. The FBO shall purchase and maintain in force the following insurance coverage:
 - a. Comprehensive General (Public) Liability Insurance policy covering its operation as FBO, in the minimum amount of \$1,000,000 combined single limit coverage, on a per occurrence or claims made basis and \$1,000,000 aggregate limit.
 - b. Aircraft Liability Insurance policy to cover all flight operations of FBO in the minimum amount of \$1,000,000 combined single limit coverage, on a per occurrence or claims made basis and \$1,000,000 aggregate limit.
 - c. All policies shall name City as an additional named insured and provide for a minimum of thirty (30) days written notice to the City prior to the effective date of any cancellation, material change, or lapse of such policies. The City shall be named as an additionally insured to protect against losses the City may suffer. Should the City have sustained damages, the City shall be paid first for its loss against all other claimants. FBO shall provide Certificates of Insurance and enforcement to the City for approval before work commences. Notwithstanding other provisions herein contained, City may cancel this Contract with or without notice to FBO should FBO's insurance lapse for a period of thirty (30) days or more. City may elect to reinstate and revive such Contract after such insurance obligation is cured by FBO. City shall be listed as a Certificate Holder on FBO's insurance and shall receive notification of any lapse.
 - d. A copy of said policies shall be provided to City by the FBO at the beginning of the term of this Contract, together with a paid receipt showing said policy premium paid for one (1) year in advance, and a paid receipt showing one (1) year paid in advance annually thereafter. City shall be named as an additionally insured in the FBO's policy.

7. **The FBO shall indemnify City against loss and hold City harmless from any loss or damages occurring as a result of the negligence of the FBO in the operation of this Contract.**
8. The FBO shall submit to the City all daily inspection records and other records that shall be required by City including but not limited to all records required by the fuel supplier, State of Texas and the Federal Government.
9. The FBO shall pay to City the applicable rate for utilities used in the operation of the Premises and the operation of the business of the FBO, with said payments to be made to City as required by City ordinance.

SERVICES BY CITY

City shall provide services as included herein subject to appropriations as noted herein, except that City shall no longer provide such services in the event that City ceases to operate the Airport.

1. City shall provide fuel storage tanks and shall purchase sufficient aviation grade fuel for fuel for re-sale, provided that such fuel is available or allotted to City.
2. City shall provide, at no cost to the FBO, the utilities needed to operate the lighting and other systems operated and maintained by the City.

ENFORCEMENT OF CONTRACT PROVISIONS

In the event City or the FBO shall waive the enforcement of any of the terms or conditions of the Contract, said waiver shall not prevent City or the FBO from any subsequent enforcement of any term or condition thereafter and such waiver shall not be considered a course of conduct on which the other Party may rely.

ASSIGNMENT OR SUBLETTING

FBO may not assign this Contract or sublease any part of Premises without the consent of the City. Any attempt to assign or sublease without City consent shall be null and void. Neither the acceptance of rent from any assignee or sublessee, nor the passage of time after any such assignment or sublease, shall constitute a waiver of this prohibition. City's written approval to any particular such assignment or sublease shall not constitute City's approval of any subsequent assignment or sublease and shall not relieve FBO from the performance of its obligations hereunder, including, but not limited to, the payment of lease payments. Sale, assignment or change in the principals of the FBO's corporation shall be considered as an assignment for purposes of this section. Any assignment or sublease approved by the City must remain in compliance with the terms and provisions of this Contract.

TAXES

FBO shall pay, before delinquency, any and all taxes, license fees, occupational taxes or assessments lawfully levied on account of FBO's occupancy and all taxes upon FBO's fixtures, equipment and personal property in and on the Premises, whether or not

affixed to the real property. In addition, FBO agrees to pay any ad valorem taxes assessed on the Premises.

NON-DISCRIMINATION

The FBO, for himself and his personal representatives, as a part of the consideration hereof, does hereby covenant and agree as a covenant that:

1. No person on the grounds of race, color, sex, religion, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and,
2. That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, religion or nation origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and,
3. That the FBO shall use the Premises in compliance with all other requirements imposed by or pursuant to Code of Federal Regulations, Title 49, Transportation Subtitle A, Office of the Secretary of Transportation, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964, Section 21.5 Discrimination prohibited; and,
4. That the FBO shall at all times use the Premises in compliance with all Non-Discrimination laws, either in effect at the present time or those promulgated in the future, of the United States of America, the State of Texas, the City of Burnet, and the Federal Aviation Administration, or their successors.

ABIDE BY ALL LAWS

FBO agrees to abide by all laws, statutes, ordinances, rules and regulations of the Federal Aviation Administration, Texas Department of Transportation, Division of Aviation, State of Texas, Texas Commission on Environmental Quality, the Environmental Protection Agency, City of Burnet and of all other duly constituted public authorities having jurisdiction. No provision in this Contract shall be construed as being in conflict with Federal Aviation Administration Rules or other laws; and this Contract shall be construed as being in harmony with such laws in the case of any conflict. FBO agrees to conduct all activities on the Premises in accordance with the standards now established or that may be established later by any competent and lawful authority.

Further, FBO agrees to abide by the manufacturer's direction in regards to the use, storage and disposal of pesticides, herbicides, hazardous chemicals, fuel, oil and other chemicals; including their containers except for a conflict with a superior law which shall be adhered to strictly.

Notwithstanding anything herein contained that may be or appear to the contrary, it is expressly understood and agreed that the rights granted under this Contract are non-exclusive, and City herein reserves the right to grant similar privileges to other fixed based operators on other parts of the Airport.

STORM WATER COMPLIANCE

1. Notwithstanding any other provisions or terms of the Contract, FBO acknowledges that the Airport is subject to federal storm water regulations, 40 C.F.R. Part 122, for "vehicle maintenance shops" (including vehicle rehabilitation, mechanical repairs, painting, fueling and lubrication), equipment cleaning operations and/or deicing operations that occur at the Airport, as defined in these regulations, and state law concerning the prohibition against water pollution, as provided for in TEX. WATER CODE ANN. 26.121, as amended. FBO further acknowledges that it is familiar with these storm water regulations, that it conducts or operates "vehicle maintenance" (including vehicle rehabilitation, mechanical repairs, painting, fueling and lubrication), equipment cleaning operations and/or deicing activities as defined in the federal storm water regulations; and that it is aware that there are significant penalties for submitting false information, including fines and imprisonment for knowing violations. For purposes of this section "vehicle" shall include but not be limited to aircraft.
2. Notwithstanding any other provisions or terms of this Contract, including the FBO's right to quiet enjoyment, City and FBO both acknowledge that close cooperation is necessary to ensure compliance with any storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. FBO acknowledges that, as discussed more fully below, it may be required to undertake steps to minimize the exposure of storm water (and snow melt) to "significant materials" generated, stored, handled or otherwise used by the FBO, as defined in the federal storm water regulations, by implementing and maintaining "Best Management Practices."
3. FBO acknowledges that the Airport's storm water discharge permit is incorporated by reference into this Contract and any subsequent renewals.

PROTECTION OF AIRPORT

City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent FBO from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of City, would limit the usefulness of the Airport or constitute a hazard to aircraft. Height locations shall be specifically identified based upon location of the demised premises and safety requirements of Federal and State Governments and Aviation Administrators.

City reserves the right to further develop the Airport as approved by the City Council. City expressly reserves the right to grant to others additional leases or contracts and privileges with respect to said Airport facility even though the purposes for which such additional leases or contracts are given are the same and duplicates of those contained in this Contract.

GENERAL PROVISIONS

1. Appropriations. Notwithstanding any provision contained herein, the financial obligations of City contained herein are subject to and contingent upon appropriations by the governing body of City of such funds or other revenues being available, received and appropriated by City in amounts sufficient to satisfy said obligations. In no event shall this instrument be construed to be a debt of City.
2. Attorney's Fees. In the event there should be a default under any of the provisions of this Contract and the City should retain attorney's or incur other expenses for the collection of rent for the enforcement of performance of observance of any obligation or agreement on the part of the FBO herein contained, FBO agrees that it shall, upon demand therefore, pay to the City the reasonable fees of such attorneys and such other reasonable expenses incurred.
3. Right of Flight. City reserves unto itself, its patrons, visitors, and other fixed based operators and their patrons, visitors, and employees, the right of flight for the passage of aircraft above the surface of the Premises, together with the right to cause in such air space such noise, dust, interference as may be inherent in the operation of aircraft now known or hereafter in use, including the right of using said air space for landing at, taking off from, or operating at or near the Airport.
4. Access. City shall allow access to and from the Premises to the existing taxiway at no cost to FBO.
5. Changes or Additions to Premises. FBO may not make any changes or additions to the Premises without the written consent of the City. Prior to any changes or additions to the Premises or any other part of the Airport under FBO's control, FBO shall be obligated to secure, in writing, the consent of City as to location, type and method of construction or improvement securing the proper building permits and providing an adequate site plan.
6. No Joint Venture, Agency, Joint Enterprise. This Contract shall not be construed to establish a partnership, joint venture, agency, or joint enterprise, express or implied, nor any employer-employee or borrowed servant relationship by and among the Parties hereto. Nor shall this Contract be construed to create or grant rights, contractual or otherwise, to any other person or entity not a party to this Contract. Each Party shall remain solely responsible for the proper direction of its employees and an employee of one shall not be deemed an employee or borrowed servant of the other for any reason.
7. No Third-Party Beneficiaries. Nothing herein shall ever be construed to confer upon any third person any rights, benefits, or remedies, contractual or otherwise, as a third-party beneficiary by reason of this Contract.
8. Governmental Immunity. Nothing in this Contract shall be deemed to waive, modify, or amend any legal defense available at law or in equity to

either City or its officers and employees. Neither City, nor its officers and employees waive, modify or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

9. Force Majeure. Neither the City nor FBO shall be deemed in violation of this Contract if it is prevented from performing any of its obligations hereunder by reasons of strikes, boycotts, labor disputes, embargoes, shortages of material, force majeure, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellions, acts of sabotage, or any other circumstances for which it is not responsible or which are not in its control; provided, however, that this section shall not apply to failures by FBO to pay rental, fees and charges specified herein.
10. Parking. City reserves the right to restrict and designate parking areas for all surface vehicles on all areas of the Airport. Automotive vehicles shall park only in parking areas designated for that purpose by the City.
11. Venue. This Contract shall be interpreted pursuant to the laws of the State of Texas and venue shall lie exclusively in Burnet County, Texas.
12. Entire Agreement. This Contract constitutes the entire understanding between the Parties and as of its Effective Date supersedes all prior or independent contracts or agreements between the Parties covering the subject matter hereof. Any change or modification hereof shall be in writing signed by both Parties.
13. Severability. If any part, provision, term, condition, obligation or portion of this Contract is found to be illegal or void by a court of final jurisdiction, the entire Contract shall not be void, but the voided provision shall be struck and the remainder of the Contract shall continue in full force and effect as nearly as possible in accordance with the original intent of the Parties
14. Timeliness of Execution. FBO shall execute Contract within thirty (30) days of approval by the City Council or the offer shall be rescinded.
15. Sovereign Immunity. Nothing in this Contract shall be determined to waive the City's sovereign immunity.
16. Multiple Copies. It is agreed that this Contract may be executed in multiple copies each having the force and effect of an original.

[Signatures On Next Page]

To be effective as of the latter date signed below:

CITY OF BURNET, TEXAS

CROSBY FLYING SERVICES LLC

Crista Goble Bromley, Mayor
Date:

Coley Means, Manager
Date:

ATTEST

Kelly Dix, City Secretary

Exhibit "A"





Administration

ITEM 4.12

Adrienne Feild
Admin Services/Airport Manager
512.715.3214
afeild@cityofburnet.com

Action

Meeting Date: June 14, 2022

Agenda Item: Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE CITY MANAGER TO SIGN A LEASE AGREEMENT BETWEEN THE CITY OF BURNET AND CAREFLITE FOR HANGAR B-9: A.Feild

Background: CareFlite is a nonprofit 501c3 corporation operating helicopter Air Ambulance bases in Burnet, Dallas, Fort Worth, Granbury, McKinney, Gainesville, and Whitney Texas; and has had helicopter operations at Burnet Municipal Airport since 2021. CareFlite desires to enter into an airport hangar lease agreement with Burnet Municipal Airport for the rental of Hangar B-9 for storing their aircraft

Information: CareFlite's rental rate will be \$600.00/month.

Fiscal Impact: This agreement will have a positive annual fiscal impact of \$7,200.00.

Recommendation: Approve and adopt Resolution R2022-57 as presented.

RESOLUTION NO. R2022-57

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE CITY MANAGER TO SIGN A LEASE AGREEMENT BETWEEN THE CITY OF BURNET AND CAREFLITE FOR HANGAR B-9.

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 and helicopter air ambulance based at the Burnet Municipal Airport; and

Whereas, CareFlite desires to enter into an airport hangar lease agreement with Burnet Municipal Airport for the rental of Hangar B-9 for storing their aircraft.

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. Authorization. The City Manager is hereby authorized and directed to execute, on behalf of the City, an airport hangar agreement in substantial form as the attachment hereto.

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

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

PASSED AND APPROVED this the 14th day of June, 2022.

CITY OF BURNET, TEXAS

ATTEST:

Crista Goble Bromley, Mayor

Kelly Dix, City Secretary

**Burnet Municipal Airport (BMQ)
HANGAR
LEASE AGREEMENT**

THE STATE OF TEXAS)
) KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF BURNET)

The parties to this Lease Agreement are:

LESSOR: THE CITY OF BURNET
 P.O. Box 1369
 Burnet, Texas 78611
 Telephone 512-715-3214

Account Number: BB-0009-02

LESSEE:
CareFlite
3110 S. Great Southwest Pkwy
Grand Prairie, TX 75052
Kevin Reynolds
(972)339-4200
rfrymire@careflite.org

Company or Individual name
Address or Post Office Box
City, State, Zip Code
Name of agent if a company
Telephone Contact
Billing Address if different from above.
Driver's License Number – COPY REQUIRED
Email Address

The object of this Lease Agreement is Hangar Space Number B-9 for the purpose of storage of an aircraft described as:

2013 Bell 407GX
CareFlite
3110 S. Great Southwest Pkwy Grand Prairie, TX 75052
(972)339-4200
N418CF
\$4,000,000.00

Year, Make and Type of Aircraft
Name of Registered Owner
Address of Registered Owner
Telephone Contact
Registration Number
Approximate value of aircraft

in Lessor's "T" Hangar building located at Kate Craddock Field (BMQ), Burnet, TX.

Lessor and Lessee agree to the following terms, considerations and obligations:

1. This agreement shall commence on June 1, 2022 and remain in effect for a period of 12 months. Thereafter this agreement shall be automatically renewed for an additional twelve (12) month period at the end of each term unless terminated in writing upon 30 days prior written notice by the LESSEE or the LESSOR.
 - a. In the event the leased premises is abandoned or vacated by LESSEE, LESSOR shall have the right, but not the obligation, to relet the premises for the remainder of the period covered by this lease. If the rent is not received through such reletting in an amount equal to the rent provided for herein, LESSEE shall pay any deficiency between the amount of rent provided for in this lease and the amount of rent received through reletting, including any cost of renovating and altering for the new tenant.
2. Lessee agrees to pay to Lessor RENT upon execution of this Lease Agreement in the amount of \$600.00 monthly, **to be paid in full by the 20th day of each month**. A deposit of \$600.00 will be required upon execution of the agreement.
 - a. **A late charge of \$25.00 will be assessed for any monthly payment not RECEIVED at the City Hall by the 20th of the month.**
 - b. LESSOR retains a contractual landlord's lien on all property stored in the leased premises for the payment of rents and charges that are due and unpaid. The lien attaches the date LESSEE places property in the leased premises. LESSOR may enforce the lien by delivering a written Notice of Claim in person, or by certified mail, to the LESSEE'S last known address provided in this lease agreement, or in a written notice from LESSEE to LESSOR, furnished after execution of this lease agreement. If LESSOR'S claim is not satisfied before the 15th day after the notice is delivered, all property stored in or on the leased premises may be sold at public auction to satisfy charges that are due and unpaid, together with reasonable expenses of the sale.
3. A 30-day written Notice of Termination by the Lessee is required. Upon termination of the lease, Lessee shall promptly clean and vacate the Hangar Space, and return all keys.
4. Obligations of the Lessor shall be the payment of electricity and water utilities, plus maintaining in good working order, the Hangar Building's services and equipment, to wit:
 - a. Electrical service to each Hangar Space.
 - b. Light fixture in each Hangar Space.
 - c. Electric Bi-Fold Door.
5. General obligations of LESSEE which arise from the requirements of the City of Burnet, owner of Kate Craddock Field, for the use of the Airport and Hangar Space are as follows:
 - a. Maintain the Hangar Space reasonably clean and free of trash, litter, junk cars, scrap airplane parts, and other materials which are unrelated to the normal operation and maintenance of aircraft.
 - b. Abide by the applicable rules of the Environmental Protection Agency, Texas Commission on Environmental Quality, Texas Department of Agriculture, Texas Department of

Transportation, or any other public agency, concerning the use, storage, and disposal of hazardous chemicals, fuel, and/or oil.

- c. Abide by the manufacturer's directions in regard to the use, storage and disposal of pesticides, herbicides, and other chemicals and their containers.
- d. Comply with the City of Burnet Airport rules and regulations.

6. Further specific obligations of LESSEE are:

- a. Lessee agrees to use the Hangar Space only for aviation related activities, which for these purposes are defined as those activities normally related to the operation and storage of an aircraft at a public airport. Hangar space not to be used for sleeping purposes.
- b. Lessee shall undertake no alterations or modifications to the Hangar Space or building without express written consent of Lessor, and upon termination of this Lease Agreement, any such alterations or modifications shall become the property of the Lessor.
- c. Lessee shall not sublease, assign, sell or transfer this Lease Agreement to any person or entity without the prior written consent of the Lessor.
- d. Lessee shall not store any combustible materials in the Hangar Space, and further agrees to keep all other materials or parts relevant to airplane operation or maintenance in suitable containers within the Hangar Space.
- e. Lessee shall keep Hangar Space doors closed and locked during his/her absence.
- f. Lessee shall not use the Hangar Space for any illegal or unauthorized purpose.
- g. Lessee shall make good any damage to the Hangar Building, its services and equipment arising from negligence of Lessee.
- h. Lessee further agrees that no vehicles, aircraft, or equipment be left unattended on the hangar ramp, or they will be towed away at Owner's expense.
- i. LESSEE shall be responsible for insuring the contents of the hangar and any additions thereto made by LESSEE, and LESSEE shall obtain liability insurance for and with respect to its operation on the premises in a minimum amount of \$250,000 per person for bodily injury; \$500,000 per accident for bodily injury; and \$250,000 for property damages. LESSOR shall be included as an insured party at LESSEE'S expense. LESSEE shall furnish proof of such insurance coverage to LESSOR and LESSOR shall not be liable for any damages to persons or property caused by the negligence of LESSEE or due to the fact that the hangar on said premises or any appurtenance thereto is improperly constructed or need repairs. LESSEE has inspected the leased premises and agrees to accept the premises as suitable for the purposes for which they are leased and accepts the hangar and each and every appurtenance thereto and waives defects therein and agrees to indemnify and hold the LESSOR harmless from all claims, damages, costs and expenses of any kind or nature whatsoever that may arise from or partially from LESSEE'S use or occupancy of the leased premises.

7. LESSOR ASSUMES NO LIABILITY for damage to aircraft or other property from any cause while the same are stored in the Hangar Space or being operated on the premises.

8. This Lease Agreement embraces the ENTIRE AGREEMENT of the parties, and no other agreement of whatever form shall be recognized, except that this Lease Agreement may be modified by written addendum of the parties and attached hereto.

9. This Lease Agreement shall be governed by the LAWS OF THE STATE OF TEXAS, and venue of any action brought under this Lease Agreement shall be in Burnet County, Texas.

10. This Lease Agreement is performable in Burnet County, Texas.

EXECUTED this _____ day of _____, _____.

LESSOR:
City of Burnet

By: _____
David Vaughn, City Manager

LESSEE:

By: _____
(Signature)

Kevin Reynolds, Interim CEO, COO and VP

(Print Name)

By: Kevin Reynolds
(Signature)

Kevin Reynolds

(Print Name)



Administration

ITEM 4.13

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

Action

Meeting Date: June 14, 2022

Agenda Item: Discuss and consider action: on A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING A UTILITY OVERSIZING AGREEMENT FOR CREEKFALL SUBDIVISION PHASES ONE AND TWO AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY: H Erkan

Background: As authorized by City Code Section 98-44(d) on January 25, 2022, City Council approve Resolution No. 2022-13 authoring the City Manager to give notice to the Creekfall Subdivision Phases One and Two Applicant (hereinafter the "Developer") of the City's intent to consider participation in the oversizing of a water line from 10-inch diameter to 12-inch diameter. Subsequent to the approval of Resolution No. 2022-13 the City Engineer determined it would be beneficial to the future development of surrounding areas to extend the length of the 12-inch diameter waterline.

Information: The project engineer has provided a cost estimate showing the projected costs to Developer under the original design were **\$750,170.90** and the costs with the revised design requested by the City are **\$902,456.30**. This resolution approves an oversizing agreement with Developer for City's costs not to exceed **\$152,285.40**. The Agreement provides costs would not be payable until the water line is completed and preliminarily accepted by City Council as public infrastructure.

Fiscal Impact The fiscal impact of the oversizing authorized by this Resolution will not exceed **\$152,285.40**.

Recommendation: Approve Resolution No. R2022-56 as presented.

RESOLUTION NO. R2022-56

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET,
TEXAS APPROVING A UTILITY OVERSIZING AGREEMENT FOR
CREEKFALL SUBDIVISION PHASES ONE AND TWO AND
AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT
ON BEHALF OF THE CITY**

Whereas; on January 25, 2022, City Council approve Resolution No. 2022-13 authoring the City Manager to give notice to the Creekfall Subdivision Phases One and Two Applicant (hereinafter the “Developer”) of the City’s intent to consider participation in the oversizing of utility infrastructure; and

Whereas; the proposed oversizing constituted the increase in size of a water main proposed to serve the development from 10-inch diameter to 12-inch diameter; and

Whereas; subsequent to the approval of Resolution No. 2022-13 the City Engineer determined it would be beneficial to the future development of surrounding areas to extend the length of the 12-inch diameter; and

Whereas, the projected costs to Developer under the original design is **\$750,170.90** and the costs with the revised design requested by the City are **\$902,456.30**; and

Whereas, The City’s contribution is the difference between **\$902,456.30** and **\$750,170.90**, said amount being **\$152,285.40**; and

Whereas, City Council wishes to enter into an oversizing agreement with Developer for costs not to exceed **\$152,285.40**.

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

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

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

Section three. Authorization. The City Manager is hereby authorized and directed to execute an agreement, in substantial form as the attachment, and execute such ancillary documents and take such other actions reasonably necessary to facilitate the purpose of this resolution; provided the total monetary obligation to the City under said Agreement does not exceed **\$152,285.40**, and does not become payable until the water line is completed and preliminarily accepted by City Council as public infrastructure.

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. This resolution shall take effect immediately upon its passage, and approval as prescribed by law.

PASSED AND APPROVED this the 14th day of June, 2022.

CITY OF BURNET, TEXAS

ATTEST:

Crista Goble Bromley, Mayor

Kelly Dix, City Secretary

DEVELOPER PARTICIPATION AGREEMENT

This **DEVELOPER PARTICIPATION AGREEMENT** is entered into to be effective as of the ___ day of _____, 2022, by and between the City of Burnet City, a Texas home rule municipality, and, Burnet Venture Partners, LLC, a Texas limited liability company, in order to facilitate the oversizing, at the request of the City, of certain Water Service Improvements proposed to serve the Subdivision defined herein.

WHEREAS, in accordance with Texas Local Government Code Chapter 212, subchapter C, City is authorized to enter into an agreement with Developer to participate in the construction of certain public infrastructure; and

WHEREAS, in accordance with City Code Section 98-44(d) the City may require a subdivider to oversize water and/or wastewater facilities; and

WHEREAS, the Developer proposes to construct a Water Main with variable diameters of six and eight inches to serve the Subdivision; and

WHEREAS, upon the City Engineer's determining that increasing the Water Main's diameter to twelve inches would be significantly beneficial to surrounding properties, City Council authorized the issuance of notice of intent to consider oversizing the water main; and

WHEREAS, after receipt of notice of City's intent to consider oversizing Developer provided a written cost estimate; and

WHEREAS, after receipt of the cost estimate, and authorization by City Council, the City Manager notified Developer that City wished to exercise its option; and

WHEREAS, as the oversizing of the Water Main will increase service capacity and facilitate future development in the area the City's participation in this Project is exempted from statutory procurement laws pursuant to Texas Local Government Code Section 212.072(c), and limited to the incremental costs of oversizing the water main as required by City Code 98-44(d)(5); and

WHEREAS, subsequent to the City Council's grant of authorization, the City Engineer determined it would be significantly beneficial to surrounding properties to extend the length of the Water Main; and

WHEREAS, City Council has authorized the additional costs for extending the Water Main, and Developer has agreed to construct such extension in consideration for the City's payment of costs of such extension.

NOW THEREFORE the Parties adopt, agree to be bound by, and approve the following Agreement and all related attachments and agree that the mutual promises contained in this Agreement constitute legal and sufficient consideration to constitute a binding contract.

Initials: City: _____

Developer: JB

I. Definitions.

The following terms and phrases used in this Agreement shall have the meanings ascribed hereto:

“*Agreement*” means this agreement, including any amendments hereto.

“*City*” means the City of Burnet, Texas.

“*City Code*” means the City of Burnet’s Code of Municipal Ordinances.

“*City Council*” means the governing body of the City.

“*Contractor*” shall mean the person, firm, corporation, partnership, association, or other entity awarded the contact by Developer for the construction and installation of the Improvements.

“*Day*” means a calendar day.

“*Developer*” means Burnet Venture Partners, LLC.

“*EDU*” means equivalent dwelling units as such term is defined in the City Code.

“*Effective Date*” means the date stated in the first paragraph herein.

“*Improvements*” means the street, water, sewer, and related infrastructure the Contractor shall construct to serve the Subdivision.

“*Project*” means the 12-inch diameter Water Main Developer shall cause to be constructed under this Agreement, and which is described and illustrated in the Construction Plans attached hereto as **Exhibit “A”**.

“*Project Completion*” means City Council’s preliminary acceptance of the Project for public use and maintenance.

“*Subdivision*” means the proposed subdivision of land in Burnet, Burnet County, Texas, designated as “Creekfall Phase One and Phase Two.”

“*Warranty period*” means the period of time specified in the Subdivision Ordinance the Developer shall warranty new construction after preliminary acceptance.

“*Waterline Costs Comparison Table*” means the spreadsheet, attached hereto as Exhibit “B”, showing the projected costs to Developer under said table.

“*Water Main*” means the water line infrastructure planned for the provision of water service to the Subdivision and that is to be oversized under the terms of this Agreement to facilitate future development in the area.

II. Water Main Oversizing.

1. **Purpose.** The purpose of this Agreement is to authorize the City’s participation in the costs of the construction of the Project. The Project, as originally proposed by Developer consisted of the construction of a 10-inch diameter Water Main to serve the Subdivision. As shown on **Exhibit “A”** this Agreement authorizes the oversizing the Water Main to 12-inches in diameter, and the extension of said water main for a longer length than required to serve the Subdivision as shown on **Exhibits “A”** and **“B”**.

Initials: City: _____

Developer: 

2. **Project Costs.** As show on the Waterline Costs Comparison Table the costs of the original design of the Project were projected to be \$750,170.90 and the costs with the revised design requested by the City are projected to be \$902,456.30.
3. **City's Project Contribution Costs.** The City's contribution is the difference between \$902,456.30 and \$750,170.90, said amount being \$152,285.40; and City shall not be obligated to pay any amount in excess of \$152,285.40, without the approval of City Council.
4. **Project Completion.** City Council's preliminarily acceptance of the Project, as public infrastructure, shall occur after the City Engineer confirms the substantial completion of the Project in accordance with the Project's approved construction plans. City Council's preliminary acceptance shall not to be unreasonably conditioned delayed of denied
5. **Warranty.** City Council's preliminary acceptance of the Project shall be condition on Developer guaranteeing the design, materials and construction of the Project during the Warranty Period and providing fiscal assurance during the Warranty Period as required by the City Code.
6. **Payment of City's Project Contribution Costs.** City shall make payment of its contribution in full within 30 days after Project Completion.
7. **Capacity.** Upon payment of impact, and all applicable other, fees Developer shall be entitled to 314 EDUs to serve the Subdivision. This shall be the maximum capacity Developer shall be entitled from the Project. The remaining Project water capacity shall be the property of the City for all purposes.
8. **Insurance.** This Agreement shall be subject to the insurance coverage requirements of the Insurance Addendum attached hereto. With the prior written approval of the City Manager, the Contractor(s) may be substituted, for Developer, as the party required to maintain insurance coverage. In order for such substitution to be authorized the contract between Developer and its contractor shall include the Insurance Addendum.
9. **Indemnification.** This Agreement is subject to (and any agreement Developer enters with Contractor(s) to construct the Improvements shall include) the indemnification language that follow: **DEVELOPER COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES OF CITY, INDIVIDUALLY OR 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, BODILY INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON CITY,**

Initials: City: _____

Developer: 

DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO DEVELOPER'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF DEVELOPER, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT, CONTRACTOR OR SUBCONTRACTOR OF DEVELOPER, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION 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. DEVELOPER SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY OR DEVELOPER KNOWN TO DEVELOPER RELATED TO OR ARISING OUT OF DEVELOPER'S ACTIVITIES UNDER THE AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT DEVELOPER'S COST. CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING DEVELOPER OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH. IN THE EVENT DEVELOPER AND CITY 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 EITHER PARTY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

This Indemnification Provision shall survive termination of this Agreement by expiration, mutual agreement, or Default, for four years after such termination or until any claim made against the City during such survival period is resolved, whichever is later

10. **Term.** This Agreement shall terminate forty-eight months from the effective date or upon acceptance, and payment of its contribution, by City related to the Project whichever occurs first.
11. **Default.** Substantial Compliance and Default. Failure by either party to timely and substantially comply with any performance requirement, duty, or covenant shall be considered an act of Default if uncured within sixty (60) days of receiving written notice from the other party.
 - a. **Developer's failure to complete timely Project.** Subject to cure, force majeure, should Developer fail to Complete the Project, or any component thereof by the

Initials: City: _____

Developer: 

prescribed Completion Date City may either terminate this Agreement or exercise its right under the performance bond and require the surety to Complete the Project. In the event City elects to terminate the Parties shall have no further obligations to the other after such termination save and except as provided under Section (7) (entitled "Indemnification"). In the event City elects to enforce its rights under the performance agreement: (i) Developer shall not be entitled to any reimbursement for any Project component for which Developer was in default; and (ii) the reimbursement otherwise due to Developer, for completion of any Project component, shall be reduced by equal amount to the City's actual costs for the completion of the Project component for which Developer was in default.

- b. **City's Default.** In the event of default by City, Developer's sole remedy is an action for any unpaid portion of City's Project Contribution Costs.
- c. **Special Damages.** Neither Party shall be entitled to special damages such as incidental, consequential, special, exemplary or putative damages as a result of default by the other Party.

III. MISCELLANEOUS

This Agreement shall be subject to the terms and conditions which follow:

- 1. **Additional Instruments.** City and Developer agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement.
- 2. **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- 3. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to choose-of-law rules of any jurisdiction.
- 4. **Attorney's Fees.** In any action or proceeding brought to enforce any provision of this Agreement or where any provision hereof is validly asserted as a defense, the successful party shall, to the extent permitted by applicable law, be entitled to recover reasonable attorney's fees and costs.
- 5. **Assignment.** Developer understands and agrees that City expressly prohibits Developer from selling, transferring, assigning or conveying in any way any rights to receive the proceeds under this Agreement without City's prior written consent.
- 6. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.

Initials: City: _____

Developer: 

7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
8. **Construction.** The Parties acknowledge that the Parties and their counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement.
9. **Enforcement.** The City Manager or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. As required by Texas Local Government Code Section 212.074(a) all of Developer's records related to the Project shall be available for inspection by the City Manager upon reasonable request.
10. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement, as approved by the City Council.
11. **Exhibits Addenda, and Attachments.** All Exhibits, Addenda and Attachments referenced in this Agreement are attached hereto and incorporated herein for all purposes. Exhibits, and Addenda, to this Agreement include the following:
 - Exhibits:
 - Exhibit "A" Project Construction Plans.
 - Exhibit "B" Waterline Costs Comparison Table
 - Addenda Insurance Addendum.
12. **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, governmental action, delay in issuance of permits or approvals (including, without limitation, fire marshal approvals), enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the obligated party and delays caused by the other party, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
13. **Gender.** The gender of the wording throughout this Agreement shall always be interpreted to mean either sex; and, where the context requires, the plural of any word shall include the singular.
14. **Immunities and defenses.**

Initials: City: _____

Developer: 

Creekfall Developer Participation Agreement

- a. By entering into this Agreement, the Parties do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of parties, and nothing contained herein shall ever be construed as a waiver of sovereign, statutory or official immunity by the City with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.
 - b. No employee of City, or any councilmember or agent of City, shall be personally responsible for any liability arising under or growing out of this Agreement.
15. **Mutual Assistance.** City and Developer will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.
16. **No Joint Venture.** Nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Except, as otherwise specifically provided herein, neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.
17. **Notices.** Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, by messenger, by facsimile, or by reputable overnight carrier, and shall be deemed delivered when received at the addresses of the Parties set forth below, or at such other address furnished in writing to the other Parties thereto:

DEVELOPER: Burnet Venture Partners, LLC
Attn. Paul Grohman
508 Winged Foot Drive
Lufkin TX 77581

CITY: City Manager
City of Burnet
P.O. Box 1369
1001 Buchanan Drive, Suite 4
Burnet, Texas 78611

18. **Severability.** In the event any provision of this Agreement is illegal, invalid, or unenforceable under the present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
19. **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

Initials: City: _____

Developer: 

Creekfall Developer Participation Agreement

20. **Venue.** All obligations of the parties created hereunder are performable in Burnet County, Texas; and, therefore, any action arising under this Agreement shall lie in a court of competent jurisdiction in said county.
21. **Waiver.** The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

Remainder of this page intentionally left blank. Signatures follow on the next page.

Initials: City: _____

Developer: 

Creekfall Developer Participation Agreement

This Agreement is legally effective and enforceable the last date of execution of this Agreement by the Parties.

DEVELOPER: BURNET VENTURER PARTNERS, LLC

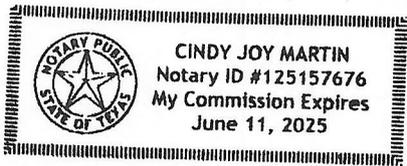
By: *Paul G*
Paul Gorchman, Partner

CITY OF BURNET, TEXAS

By: _____
David Vaughn, City Manager

THE STATE OF TEXAS §
 §
COUNTY OF ~~ANGELINA~~ §
 §
 §
 §
 §
 §

This instrument was acknowledged before me on June 10, 2022, by Paul Gorchman, in his capacity as partner, and on behalf, of Burnet Venture Partners, LLC.



Cindy Joy Martin
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
 §
 §
 §
COUNTY OF BURNET §

This instrument was acknowledged before me on _____, 2022, by David Vaughn, in his capacity as City Manager, and on behalf, of the City of Burnet, Texas.

Notary Public in and for the State of Texas

Initials: City: _____

Developer: *JD*

INSURANCE ADDENDUM

This Agreement shall be subject to the insurance requirements that follow:

1. Prior to the commencement of any work under this Agreement, the Developer's Contractor shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's City Manager, which shall be clearly labeled with the legal name of the Developer's project in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to perform under this Agreement until such certificate and endorsements have been received and approved by the City's City Manager, or Assistant City Manager. No officer or employee, other than the City's City Manager, or Assistant City Manager, shall have authority to waive this requirement.

2. The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's City Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will the City allow modification whereupon City may incur increased risk.

3. A Developer's Contractor's financial integrity is of interest to the City; therefore, subject to Developer's Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Developer's Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Developer's Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A-(VII), in the following types and for an amount not less than the amount listed:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000 / \$1,000,000 / \$1,000,000

Initials: City: _____

Developer: 

Creekfall Developer Participation Agreement

<p>3. Commercial General Liability Insurance to include coverage for the following:</p> <ul style="list-style-type: none"> a. Premises operations *b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability *f. Environmental Impairment/ Impact – sufficiently broad to cover disposal liability. *g. Broad form property damage, to include fire legal liability 	<p>For Bodily Injury and Property Damage of \$1,000,000 per occurrence. \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage.</p>
<p>4. Business Automobile Liability</p> <ul style="list-style-type: none"> a. Owned/leased vehicle b. Non-owned vehicle c. Hired Vehicles 	<p>Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence</p>

* May be waived by City Manager if not applicable to activities performed by Developer

4. The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). The Developer shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. The Developer shall pay any costs incurred resulting from said changes. Copies of such documentation required under this section shall be delivered to:

City of Burnet, Texas
Attn. City Manager
P.O. Box 1369
1001 Buchanan Drive, Suite 4
Burnet, Texas 78611

5. Developer agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
- a. Name the City, its officers, officials, employees, volunteers, and elected representatives as by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
 - b. Provide for an endorsement that the "other insurance" clause shall not apply to the City of Burnet where the City is an additional insured shown on the policy;
 - c. Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.

Initials: City: _____

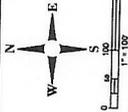
Developer: 

Creekfall Developer Participation Agreement

- d. Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
6. Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Developer shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Developer's authorization under this agreement should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
7. Nothing herein contained shall be construed as limiting in any way the extent to which Developer may be held responsible for payments of damages to persons or property resulting from Developer's or its subcontractors' performance of the work covered under this Agreement.
8. It is agreed that Developer's Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Burnet for liability arising out of operations under this Agreement.
9. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

Initials: City: _____

Developer:



- NOTES:**
1. ALL UNITS SHOWN SHALL BE APPROXIMATE. SEE 200 P.C.
 2. ALL UNITS SHOWN SHALL BE APPROXIMATE. SEE 200 P.C.
 3. ALL UNITS SHOWN SHALL BE APPROXIMATE. SEE 200 P.C.
 4. ALL UNITS SHOWN SHALL BE APPROXIMATE. SEE 200 P.C.
 5. ALL UNITS SHOWN SHALL BE APPROXIMATE. SEE 200 P.C.

NO. 1	REVISION	DATE
NO. 2	REVISION	DATE
NO. 3	REVISION	DATE
NO. 4	REVISION	DATE
NO. 5	REVISION	DATE

R REPUBLIC
INCORPORATED 1978
 ENGINEERS & ARCHITECTS
 1000 N. GARDEN AVENUE
 SUITE 200
 DENVER, COLORADO 80202

**CREEKFALL
 PHASE 1
 SEWER LAYOUT**

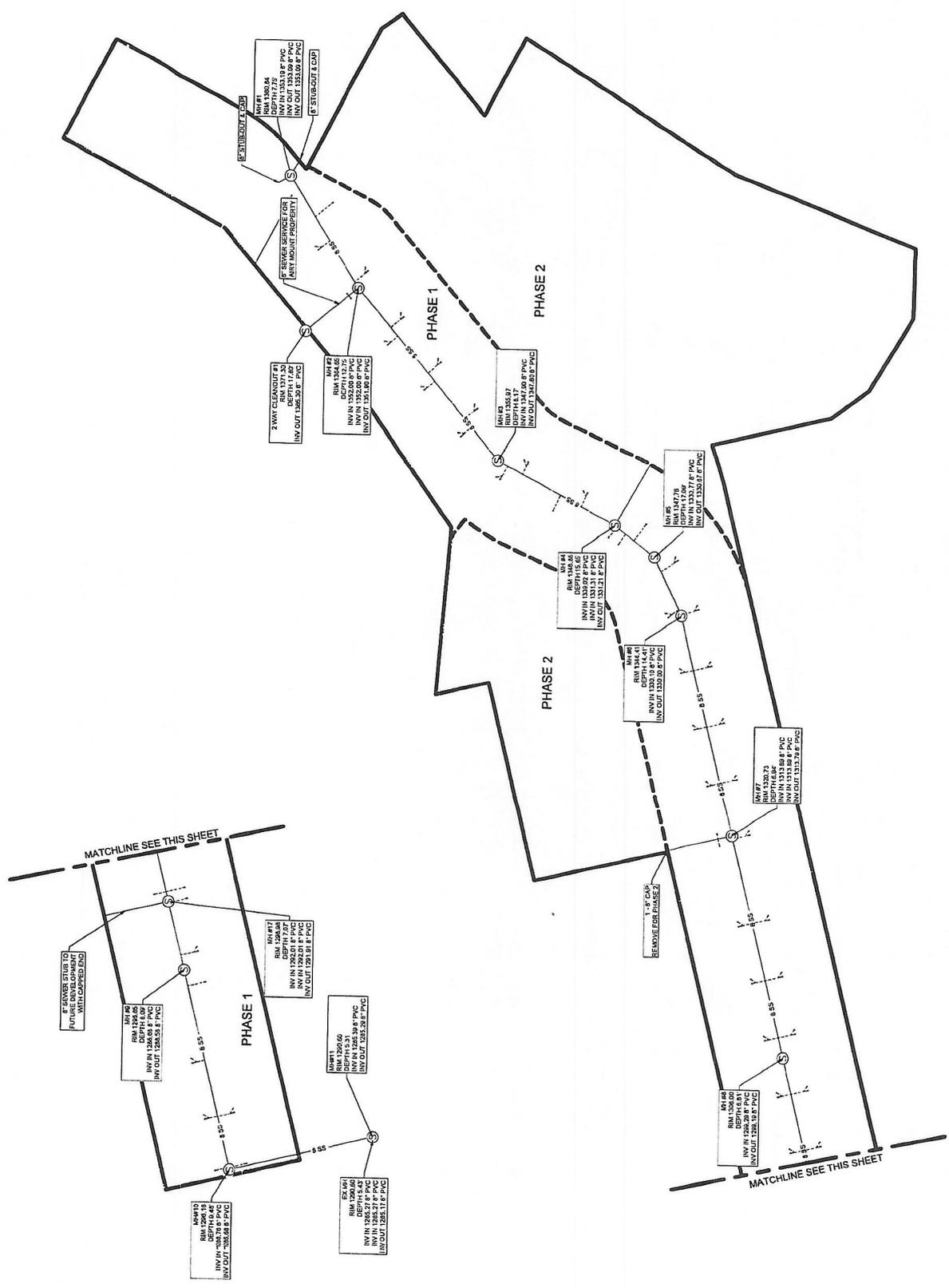
Jayla France
 PROJECT MANAGER

04-29-2022

DATE	BY	APP'D

20-008-001

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MATCHLINE SEE THIS SHEET

MATCHLINE SEE THIS SHEET

Handwritten signature or initials

CREEKSIDE OVERSIZING AGREEMENT EXHIBIT B

Creekfall Phase 1 & 2 Waterline Cost Comparison								
Item	Original Design - No 12"				Revised Design - With 12"			
	Qty	Unit	Unit Price	Extended Price	Qty	Unit	Unit Price	Extended Price
8" C-900 Water Line DR-18	4395	ft	\$ 56.80	\$ 249,636.00	2464	ft	\$ 56.80	\$ 139,955.20
10" C-900 Water Line DR-18	2197	ft	\$ 76.50	\$ 168,070.50	556	ft	\$ 76.50	\$ 42,534.00
12" C-900 Water Line DR-18	0	ft	\$ 86.00	\$ -	4055	ft	\$ 86.00	\$ 348,730.00
Short Single Water Service	12	ea	\$ 1,900.00	\$ 22,800.00	12	ea	\$ 2,000.00	\$ 24,000.00
Short Double Water Service	29	ea	\$ 2,100.00	\$ 60,900.00	29	ea	\$ 2,200.00	\$ 63,800.00
Long Single Water Service	9	ea	\$ 1,900.00	\$ 17,100.00	9	ea	\$ 2,000.00	\$ 18,000.00
Long Double Water Service	28	ea	\$ 2,100.00	\$ 58,800.00	28	ea	\$ 2,200.00	\$ 61,600.00
8" Gate Valve	14	ea	\$ 2,190.00	\$ 30,660.00	7	ea	\$ 2,190.00	\$ 15,330.00
10" Gate Valve	9	ea	\$ 2,855.00	\$ 25,695.00	4	ea	\$ 2,855.00	\$ 11,420.00
12" Gate Valve	0	ea	\$ 3,300.00	\$ -	13	ea	\$ 3,300.00	\$ 42,900.00
8" Cap	5	ea	\$ 82.00	\$ 410.00	5	ea	\$ 82.00	\$ 410.00
10" Cap	3	ea	\$ 102.00	\$ 306.00	4	ea	\$ 102.00	\$ 408.00
8" X 8" Tee	2	ea	\$ 265.00	\$ 530.00	2	ea	\$ 265.00	\$ 530.00
10" X 8" Tee	3	ea	\$ 330.00	\$ 990.00	0	ea	\$ 330.00	\$ -
12" X 8" Tee	0	ea	\$ 385.00	\$ -	2	ea	\$ 385.00	\$ 770.00
10" X 8" Reducer	6	ea	\$ 150.00	\$ 900.00	2	ea	\$ 330.00	\$ 660.00
12" X 8" Reducer	0	ea	\$ 350.00	\$ -	1	ea	\$ 350.00	\$ 350.00
10" X 10" Cross	1	ea	\$ 450.00	\$ 450.00	1	ea	\$ 450.00	\$ 450.00
12" X 10" Cross	0	ea	\$ 865.00	\$ -	1	ea	\$ 865.00	\$ 865.00
12" X 10" TEE	0	ea	\$ 150.00	\$ -	1	ea	\$ 1,300.00	\$ 1,300.00
8" 22.5° Bend	1	ea	\$ 140.00	\$ 140.00	0	ea	\$ 140.00	\$ -
12" 22.5° Bend	0	ea	\$ 330.00	\$ -	0	ea	\$ 330.00	\$ -
10" 22.5° Bend	1	ea	\$ 210.00	\$ 210.00	1	ea	\$ 320.00	\$ 320.00
8" Cut-in Tee on Existing 8" W.L. (North End Tie In)	2	ea	\$ 9,500.00	\$ 19,000.00	2	ea	\$ 9,500.00	\$ 19,000.00
Parallel Fire Hydrant Assembly	11	ea	\$ 5,800.00	\$ 63,800.00	11	ea	\$ 6,000.00	\$ 66,000.00
Air Release Valve and Vault	2	ea	\$ 9,700.00	\$ 19,400.00	2	ea	\$ 9,980.00	\$ 19,960.00
Relocate Existing Fire Hydrant	0	ea	\$ -	\$ -	2	ea	\$ 2,500.00	\$ 5,000.00
* Open Cut at Westfall Option 1 (remove and replace curb flow fill ditch, patch existing Asphalt)	45	lf	\$ 230.52	\$ 10,373.40				
Engineering Revisions	0	LS	\$ -	\$ -	45	lf	\$ 277.78	\$ 12,500.10
TOTALS				\$ 750,170.90			\$ 5,664.00	\$ 902,456.30

Upgrade cost \$152,285.40

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