



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

Notice is hereby given that a **Regular City Council Meeting** will be held by the governing body of the City of Burnet on the **14th day of May 2024**, at **6:00 p.m.**, in the City of Burnet Council Chambers located at 2402 S. Water Street (Hwy. 281 South, Burnet Municipal Airport) Burnet, TX.

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

The following subjects will be discussed, to wit:

CALL TO ORDER:

ROLL CALL:

INVOCATION:

PLEDGES (US & TEXAS):

1. OATH OF OFFICE:

1.1) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPOINTING A CITY SECRETARY WITH THE POWERS AND DUTIES OF THE OFFICE AS DESCRIBED IN ARTICLE V, SECTION 4.05 OF THE CITY OF BURNET CITY CHARTER AND TEXAS LOCAL GOVERNMENT CODE TITLE 2; CHAPTER 21; SEC.21.105: K. Dix

1.2) The Oath of Office to be administered to Maria Gonzales, City Secretary: K. Dix

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

2.1) Approval of the April 23, 2024, City Council Regular Meeting Minutes

2.2) Approval of the May 7, 2024, City Council Special Meeting Minutes

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 THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING PROPERTIES KNOWN AS THE 101 HAMILTON CREEK CIRCLE, 103 HAMILTON CREEK CIRCLE, 105 HAMILTON CREEK CIRCLE, 109 HAMILTON CREEK CIRCLE, 113 HAMILTON CREEK CIRCLE, 117 HAMILTON CREEK CIRCLE, 119 HAMILTON CREEK CIRCLE, 108 HAMILTON CREEK CIRCLE, 104 HAMILTON CREEK CIRCLE, 100 HAMILTON CREEK CIRCLE, 800 HAMILTON CREEK EAST DRIVE, 900 HAMILTON CREEK DRIVE, 800 HAMILTON CREEK #12, 800 HAMILTON CREEK WEST DRIVE, AND 906 HAMILTON CREEK CIRCLE FROM THEIR PRESENT DESIGNATION OF HEAVY COMMERCIAL – DISTRICT “C-3” TO A DESIGNATION OF MANUFACTURED HOME – DISTRICT “M-1”; AND PROPERTY KNOWN AS 100 S HAMILTON CREEK DRIVE FROM ITS PRESENT DESIGNATION OF HEAVY COMMERCIAL – DISTRICT “C-3” TO A DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1”. L. Kimbler

4.2) Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING PROPERTY KNOWN AS 1736 W HWY 29 FROM ITS PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF HEAVY COMMERCIAL – DISTRICT “C-3” WITH A CONDITIONAL USE PERMIT TO ALLOW THE USE “MINI STORAGE WAREHOUSE”: L. Kimbler

4.3) Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY GRANTING A CONDITIONAL USE PERMIT TO ALLOW THE USE OF AN “MANUFACTURED HOME SALES AND SERVICE” IN A HEAVY COMMERCIAL – DISTRICT “C-3” FOR A FIVE ACRE PORTION OF PROPERTY KNOWN AS 3720 E. HWY 29, LOCATED ALONG THE NORTH SIDE OF HIGHWAY 29 EAST (LEGAL DESCRIPTION: BEING 5.0519 ACRES TRACT OF LAND, OUT OF THE TCRR CO. SURVEY, NO. 83, ABS. NO. 1402); PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: L. Kimbler

4.4) Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING CODE OF ORDINANCE CHAPTER 2 (ENTITLED “ADMINISTRATION”), BY AMENDING ARTICLE I (ENTITLED “IN GENERAL”) AND ARTICLE II (ENTITLED “COUNCIL”) AND ARTICLE IV (ENTITLED “OFFICERS AND DEPARTMENTS”) TO COMPLY WITH THE CITY CHARTER, STATE LAW AND CURRENT CITY PRACTICES AND POLICIES; PROVIDING FOR PENALTY; PROVIDING

CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: D. Vaughn

4.5) Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WESCO INTERNATIONAL, INC., FOR THE PURCHASE OF NON-METERED GATEKEEPERS: J. Forsyth

4.6) Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS SELECTING THE PROPOSAL OF HOLBROOK ASPHALT, CO. UNDER REQUEST FOR PROPOSAL 2024-001 STREET FOG SEAL MAINTENANCE PROJECT; AWARDING A CONTRACT TO SAID CONTRACTOR IN THE AMOUNT OF \$357,176.33; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY: E. Belaj

4.7) Discuss and consider action: Authorize \$40,000 funding for the TCEQ Wastewater Plant Permit Renewal and associated expenses: E. Belaj

4.8) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING A CONTRACT WITH MIKE PIETSCH, P.E. CONSULTING SERVICES, INC.: M. Ingram

4.9) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH TYLER TECHNOLOGIES FOR MERCHANT SERVICES: P. Langford

4.10) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING THE PURCHASE OF A 2023 INTERNATIONAL CV 515 DIESEL TYPE 1 AMBULANCE FOR THE BURNET FIRE DEPARTMENT FOR THE 2024-25 FISCAL YEAR. M. Ingram

4.11) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING HVAC DUCT CLEANING AND SANITATION FOR THE FIRE DEPARTMENT MAIN STATION: M. Ingram

4.12) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE PURCHASE OF TWO VEHICLES FOR THE PUBLIC WORKS DEPARTMENT: T. Mercer

4.13) Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS ESTABLISHING AN EXEMPTION FROM AD VALOREM TAXES FOR QUALIFYING CHILD-CARE FACILITY PROPERTIES: D. Vaughn

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

6. ADJOURN:

Dated this 9th day of May 2024

City of Burnet

Mayor Gary Wideman

I, the undersigned authority, do hereby certify that the above NOTICE OF MEETING of the governing body of the above named City, BURNET, is a true and correct copy of said NOTICE and that I posted a true and correct copy of said NOTICE on the bulletin board, in the City Hall of said City, BURNET, TEXAS, a place convenient and readily accessible to the general public at all times, and said NOTICE was posted on May 9, 2024 at or before 6 o'clock p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Maria Gonzales, Assistant 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).



Administration

ITEM 1.1

Kelly Dix
City Secretary
kdix@cityofburnet.com
512-715-3209

Agenda Item Brief

Meeting Date: May 14, 2024

Agenda Item: Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPOINTING A CITY SECRETARY WITH THE POWERS AND DUTIES OF THE OFFICE AS DESCRIBED IN ARTICLE V, SECTION 4.05 OF THE CITY OF BURNET CITY CHARTER AND TEXAS LOCAL GOVERNMENT CODE TITLE 2; CHAPTER 21; SEC.21.105: K. Dix

Background:

Information: Due to my upcoming retirement on May 24, 2024, Maria Gonzales has been selected by the City Manager to serve as my successor.

The City Charter states, "The City Manager shall, with the consent of the City Council, appoint and may remove the City Secretary and any assistant City Secretaries as the City Council shall deem advisable."

Upon approval and appointment by the City Council, Ms. Gonzales will receive the oath of office and proceed as the City Secretary for the City of Burnet.

Fiscal Impact: None.

Recommendation: Approval of Resolution R2024-41 as presented.

RESOLUTION NO. R2024-41

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPOINTING A CITY SECRETARY WITH THE POWERS AND DUTIES OF THE OFFICE AS DESCRIBED IN ARTICLE V, SECTION 4.05 OF THE CITY OF BURNET CITY CHARTER AND TEXAS LOCAL GOVERNMENT CODE TITLE 2; CHAPTER 21; SEC.21.105: K. Dix

WHEREAS, The Texas Local Government Code, Subchapter C, Sec. 23.051; Other Municipal Officers: states the governing body of the municipality may appoint officers, other than the mayor, aldermen, or marshal, as necessary to carry out the municipality's functions, and;

WHEREAS, the City Charter of the City of Burnet sets forth the duties and responsibilities of the Office of the City Secretary; and

WHEREAS, those duties include, but are not limited to proper posting of agendas for all meetings of the City Council, City Boards and Commissions, recording of minutes associated with all posted agendas, authentication of official documents, municipal election duties, and public information processes of the City with the City seal, and;

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 and made a part hereof for all purposes as findings of fact.

Section 2. Proceedings. The City Council hereby approves and appoints Maria Gonzales to serve as the City Secretary for the City of Burnet.

Section 3. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED this the 14th day of May, 2024.

Gary Wideman, Mayor

ATTEST:

Kelly Dix, City Secretary

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

On this the 23rd day of April, 2024, the City Council of the City of Burnet convened in Regular Session, at 6:00 p.m. the City of Burnet Council Chambers located at 2402 S. Water Street (Hwy 281 South, Burnet Municipal Airport) Burnet, Tx. thereof with the following members present, to-wit:

Mayor Gary Wideman
Council Members Dennis Langley, Ricky Langley, Philip Thurman, Joyce Laudenschlager, Tres Clinton, Mary Jane Shanes
City Manager David Vaughn
City Secretary Kelly Dix
Assistant City Secretary Maria Gonzales

Guests: Eric Belaj, Mark Ingram, Tony Nash, Patricia Langford, Tommy Gaut, Brian Lee, Leslie Kimbler, Diana Ward, Allison McKee, and Adrienne Feild

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

INVOCATION: Led by Council Member Mary Jane Shanes

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

SPECIAL REPORTS/RECOGNITION:

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

A. Audited Annual Comprehensive Financial Report

B. Compliance and Internal Control Report under a Single Audit

C. Letter to City Council

Ms. Ward reported that audits have been conducted in various departments and the City was reported as being in compliance. The City currently has an unrestricted cash reserve of eight months' worth of operations and was described as healthy.

March 2024 Financial Report: P. Langford: Director of Finance, Patricia Langford, presented the March 2024 Financial Report to all present. Mrs. Langford reviewed individual fund revenues, expenses, and overall fund balances for the General Fund, Golf Fund, Utility Funds, and Airport Funds. Mrs. Langford stated that revenues continue to remain strong, and the golf course is especially doing well.

Chamber of Commerce Quarterly Report: A. McKee: Chamber Director, Allison McKee, reported on the various community gatherings that the Chamber facilitates, such as Coffee & Conversation and Business After Hours. These smaller events continue to do well and have steady attendance. Ms. McKee also reported that this year's Bluebonnet Festival had a record number of attendance with approximately 50-60,000 attendees. With their two main events behind them, Christmas on the Square and Bluebonnet Festival, Ms. McKee reported that Chamber staff will begin working on member reach out.

Municipal Court Quarterly Report: H. Sutton: Court Administrator Heather Sutton reported on the case status for the quarter. There were 341 new cases reported. Ms. Sutton also stated that the website has been updated with new information and updates will likely continue. Additionally, it was reported that the Municipal Court is working on a Youth Diversion Plan with Texas A&M AgriLife. Both Ms. Sutton and Judge Tinney will be attending seminars to receive certification updates in the upcoming months.

Golf Course Quarterly Report: T. Nash: General Manager for Delaware Springs, Tony Nash, reported on the golf course operations. Landscape maintenance has begun, the new golf cart purchasing process has begun, and the new fountain is working. Mr. Nash also reported on the parking lot progress and stated that the fraze mowing of collars has begun and is still a work in progress.

CONSENT AGENDA:

Approval of the March 26, 2024 City Council Workshop Meeting Minutes

Approval of the March 26, 2024 City Council Regular Meeting Minutes

Council Member Mary Jane Shanes moved to approve the consent agenda as presented. Council Member Joyce Laudenschlager seconded. The motion carried unanimously.

PUBLIC HEARINGS/ACTION: Public hearing and consideration of the following items:

Public Hearing and Action: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING PROPERTIES KNOWN AS THE 101 HAMILTON CREEK CIRCLE, 103 HAMILTON CREEK CIRCLE, 105 HAMILTON CREEK CIRCLE, 109 HAMILTON CREEK CIRCLE, 113 HAMILTON CREEK CIRCLE, 117 HAMILTON CREEK CIRCLE, 119 HAMILTON CREEK CIRCLE, 108 HAMILTON CREEK CIRCLE, 104 HAMILTON CREEK CIRCLE, 100 HAMILTON CREEK CIRCLE, 800 HAMILTON CREEK EAST DRIVE, 900 HAMILTON CREEK DRIVE, 800 HAMILTON CREEK #12, 800 HAMILTON CREEK WEST DRIVE, AND 906 HAMILTON CREEK CIRCLE FROM THEIR PRESENT DESIGNATION OF HEAVY COMMERCIAL – DISTRICT “C-3” TO A DESIGNATION OF MANUFACTURED HOME – DISTRICT “M-1”; AND PROPERTY KNOWN AS 100 S HAMILTON CREEK DRIVE FROM ITS PRESENT DESIGNATION OF HEAVY COMMERCIAL – DISTRICT “C-3” TO A DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1”. L. Kimbler:

Staff Presentation: Leslie Kimbler, Planning Manager presented the item.

Public Hearing: Mayor Gary Wideman opened the public hearing at 6:04 p.m. and asked if anyone was interested in speaking, if so to approach the podium. There being no one wishing to speak, Mayor Wideman closed the public hearing at 6:05 p.m.

Consideration and action: Council Member Ricky Langley moved to approve the first reading of Ordinance No. 2024-10 as presented. Council Member Philip Thurman seconded. The motion carried unanimously.

Public Hearing and Action: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING PROPERTY KNOWN AS 1736 W HWY 29 FROM ITS PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF HEAVY COMMERCIAL – DISTRICT “C-3” WITH A CONDITIONAL USE PERMIT TO ALLOW THE USE “MINI STORAGE WAREHOUSE”: L. Kimbler:

Staff Presentation: Leslie Kimbler, Planning Manager presented the item.

Public Hearing: Mayor Gary Wideman opened the public hearing at 6:05 p.m. and asked if anyone was interested in speaking, if so to approach the podium. There being no one wishing to speak, Mayor Wideman closed the public hearing at 6:06 p.m.

Consideration and action: Council Member Tres Clinton moved to approve the first reading of Ordinance No. 2024-11 as presented. Council Member Philip Thurman seconded. The motion carried unanimously.

Public Hearing and Action Item: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING CODE OF ORDINANCES, CHAPTER 118 (ENTITLED “ZONING”) FOR THE PURPOSE OF REMOVING THE USE “MANUFACTURED HOUSING AND SERVICES” FROM HEAVY COMMERCIAL – DISTRICT “C-3” AND RESTRICTING “MANUFACTURED HOMES SALES AND SERVICES” USES TO HEAVY COMMERCIAL – DISTRICT “C-3” AND LIGHT INDUSTRIAL “I-1” WITH A CONDITIONAL USE PERMIT; PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: L. Kimbler:

Staff Presentation: Leslie Kimbler, Planning Manager presented the item.

Public Hearing: Mayor Gary Wideman opened the public hearing at 6:06 p.m. and asked if anyone was interested in speaking, if so to approach the podium. There being no one wishing to speak, Mayor Wideman closed the public hearing at 6:07 p.m.

Consideration and action: Council Member Philip Thurman moved to approve the first reading of Ordinance No. 2024-12 as presented. Council Member Tres Clinton seconded. The motion carried unanimously.

The City Council of the City of Burnet shall conduct a public hearing to receive public testimony and comments on the merits of a proposed “Preliminary Plat” for approximately 11.76 acres out of Eugenio Perez Subdivision No. 41, Abs. No. 672, and the Susano Hernandez Survey No. 40, Abs. No. 398. The proposed “Preliminary Plat” will establish Delaware Springs Subdivision, Section 25, consisting of 27 residential lots: L. Kimbler:

Public Hearing: Mayor Gary Wideman opened the public hearing at 6:07 p.m. and asked if anyone was interested in speaking, if so to approach the podium. There being no one wishing to speak, Mayor Wideman closed the public hearing at 6:08 p.m.

ACTION ITEMS:

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING THE CITY CODE OF ORDINANCES SECTION 74-38(a) GOLF COURSE DAILY RATES; PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE: T. Nash: Council Member Mary Jane Shanes moved to approve and adopt Ordinance 2024-09 as presented. Council Member Tres Clinton 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 CODE OF ORDINANCE CHAPTER 2 (ENTITLED "ADMINISTRATION"), BY AMENDING ARTICLE I (ENTITLED "IN GENERAL") AND ARTICLE II (ENTITLED "COUNCIL") AND ARTICLE IV (ENTITLED "OFFICERS AND DEPARTMENTS") TO COMPLY WITH THE CITY CHARTER, STATE LAW AND CURRENT CITY PRACTICES AND POLICIES; PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: H. Erkan, Jr.: Council Member Philip Thurman moved to approve and adopt Ordinance 2024-13 as presented. Council Member Joyce Laudenschlager seconded. The motion carried unanimously.

Discuss and consider action: Appointment of members to the City of Burnet Zoning Board of Adjustments: D. Vaughn: Council Member Philip Thurman moved to appoint members: Kim Winkler, Caleb Williams, and Habib Erkan, Jr. to the Zoning Board of Adjustments. 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 VARIANCES TO THE CODE OF ORDINANCES, SECTION 98-42 – TRANSPORTATION IMPROVEMENTS AND SECTION 98-48 – BLOCKS AND LOTS FOR THE PROPOSED PRELIMINARY PLAT OF DELAWARE SPRINGS SUBDIVISION, SECTION 25: L. Kimbler: Council Member Tres Clinton moved to approve and adopt Resolution 2024-25 as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE PRELIMINARY PLAT OF DELAWARE SPRINGS SUBDIVISION, SECTION 25, A PROPOSED 26-LOT RESIDENTIAL SUBDIVISION CONSISTING OF APPROXIMATELY 11.76 ACRES: L. Kimbler: Council Member Mary Jane Shanes moved to approve and adopt Resolution 2024-26 as presented. Council Member Joyce Laudenschlager seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS DESIGNATING CERTAIN CITY OFFICIALS TO SIGN CHECKS AND OTHER DISBURSEMENTS FOR ANY AUTHORIZED DEPOSITORY OF THE CITY OF BURNET, TEXAS: P. Langford: Council Member Ricky Langley moved to approve and adopt Resolution 2024-28 as presented. Council Member Philip Thurman seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING A BIENNIAL AGREEMENT WITH GABRIEL, RODER, SMITH AND COMPANY FOR ACTUARIAL SERVICES PER THE MASTER AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID ENGAGEMENT LETTER ON BEHALF OF THE CITY: P. Langford: Council Member Joyce Laudenschlager moved to approve and adopt Resolution 2024-29 as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

Discuss and consider action: Authorization and approval to purchase one (1) 2024 Chevrolet Blazer: B. Lee: Council Member Ricky Langley moved to approve and authorize the purchase as presented. Council Member Dennis Langley seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING A FORTY-YEAR AIRPORT GROUND LEASE AGREEMENT WITH CAREFLITE FOR APPROXIMATELY 0.972 +/- ACRES LOCATED AT THE SOUTH END OF THE AIRPORT: A. Feild: Council Member Mary Jane Shanes moved to approve and adopt Resolution 2024-30 as presented. Council Member Tres Clinton seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING A CONTRACT FOR MUNICIPAL COURT PROSECUTOR SERVICES: D. Vaughn: Council Member Philip Thurman moved to approve and adopt Resolution 2024-31 as presented. Council Member Joyce Laudenschlager seconded. The motion carried unanimously.

Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS ESTABLISHING AN EXEMPTION FROM AD VALOREM TAXES FOR QUALIFYING CHILD-CARE FACILITY PROPERTIES: D. Vaughn: Council Member Mary Jane Shanes moved to approve the first reading of Ordinance 2024-14 as presented. Council Member Philip Thurman seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, TO SUSPEND THE EFFECTIVE DATE PROPOSED BY ATMOS – MIDTEX (ATMOS-MIDTEX) TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM FOR 45 DAYS, AND AUTHORIZE THE CITY’S CONTINUED PARTICIPATION IN A COALITION OF CITIES KNOWN AS THE ATMOS TEXAS MUNICIPALITIES: D. Vaughn: Council Member Ricky Langley moved to approve and adopt Resolution 2024-27 as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

Executive Session: The City of Burnet City Council shall meet in Executive Session in accordance to the provision of the Open Meetings Act, Texas Government Code, Chapter 551, and Sub-section 551.074 regarding deliberation on the appointment, employment, and duties of an acting City Manager: D. Vaughn: Council Member Joyce Laudenschlager moved to convene to Executive Session at 7:19 p.m. Council Member Mary Jane Shanes seconded the motion carried unanimously.

RECONVENE TO REGULAR SESSION FOR POSSIBLE ACTION: Council Member Mary Jane Shanes moved to convene to regular session at 7:44 p.m. Council Member Joyce Laudenschlager seconded. The motion carried unanimously.

Discuss and consider action: To confirm the City Manager’s appointment of an Acting City Manager who may serve in times of absence or disability of the City Manager: D. Vaughn: Mayor Gary Wideman made a motion appointing Police Chief Brian Lee as Acting City Manager as presented. Council Member Philip Thurman seconded. The motion carried unanimously.

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

ADJOURN: There being no further business a motion to adjourn was made by Council Member Mary Jane Shanes at 7:45 p.m. seconded by Council Member Philip Thurman. The motion carried unanimously.

ATTEST:

Gary Wideman, Mayor

Maria Gonzales, Assistant City Secretary

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

On this the 7th day of May 2024, the City Council of the City of Burnet convened in Special Session, at 5:00 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 Pro Tem Philip Thurman
Council Members Dennis Langley, Ricky Langley, Joyce Laudenschlager, Mary Jane Shanes
Absent Mayor Gary Wideman, Tres Clinton
City Manager David Vaughn
Assistant City Secretary Maria Gonzales

Guests: Tommy Gaut and Mikayla McIntyre

Call to Order: Mayor Pro Tem Thurman called the meeting to order at 4:59 p.m.

INVOCATION: Led by Council Member Mary Jane Shanes

PLEDGES (US & TEXAS): Led by Mayor Pro Tem Philip Thurman

ACTION ITEMS:

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING CODE OF ORDINANCES, CHAPTER 118 (ENTITLED “ZONING”) FOR THE PURPOSE OF REMOVING THE USE “MANUFACTURED HOUSING AND SERVICES” FROM HEAVY COMMERCIAL – DISTRICT “C-3” AND RESTRICTING “MANUFACTURED HOMES SALES AND SERVICES” USES TO HEAVY COMMERCIAL – DISTRICT “C-3” AND LIGHT INDUSTRIAL “I-1” WITH A CONDITIONAL USE PERMIT; PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: L. Kimbler: Council Member Mary Jane Shanes moved to approve the second and final reading of Ordinance 2024-12 as presented. Council Member Joyce Laudenschlager seconded. The motion carried unanimously.

PUBLIC HEARINGS/ACTION:

Public Hearing and Action: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY GRANTING A CONDITIONAL USE PERMIT TO ALLOW THE USE OF AN “MANUFACTURED HOME SALES AND SERVICE” IN A HEAVY COMMERCIAL – DISTRICT “C-3” FOR A FIVE ACRE PORTION OF PROPERTY KNOW AS 3720 E. HWY 29, LOCATED ALONG THE NORTH SIDE OF HIGHWAY 29 EAST (LEGAL DESCRIPTION: BEING 5.0519 ACRES TRACT OF LAND, OUT OF THE TCRR CO. SURVEY, NO. 83, ABS. NO. 1402); PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: L. Kimbler: City Staff, Leslie Kimbler, presented the information on the conditional use permit to all present. Mayor Pro Tem Philip Thurman opened the meeting for public comment. Mikayala McIntyre with Killen, Griffin, & Farrimond spoke in favor of the Ordinance 2024-15. She stated that the location was a proper fit for the sale of high-quality manufactured homes. Council Member Mary Jane Shanes moved to approve and adopt Ordinance No. R2024-15 as presented. Council Member Joyce Laudenschlager seconded.

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 5:07 p.m. seconded by Joyce Laudenschlager. The motion carried unanimously

ATTEST:

Gary Wideman, Mayor

Maria Gonzales, Assistant City Secretary



Development Services

ITEM 4.1

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

Action Item

Meeting Date: May 14, 2024

Agenda Item: Discuss and Consider Action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING PROPERTIES KNOWN AS THE 101 HAMILTON CREEK CIRCLE, 103 HAMILTON CREEK CIRCLE, 105 HAMILTON CREEK CIRCLE, 109 HAMILTON CREEK CIRCLE, 113 HAMILTON CREEK CIRCLE, 117 HAMILTON CREEK CIRCLE, 119 HAMILTON CREEK CIRCLE, 108 HAMILTON CREEK CIRCLE, 104 HAMILTON CREEK CIRCLE, 100 HAMILTON CREEK CIRCLE, 800 HAMILTON CREEK EAST DRIVE, 900 HAMILTON CREEK DRIVE, 800 HAMILTON CREEK #12, 800 HAMILTON CREEK WEST DRIVE, AND 906 HAMILTON CREEK CIRCLE FROM THEIR PRESENT DESIGNATION OF HEAVY COMMERCIAL – DISTRICT “C-3” TO A DESIGNATION OF MANUFACTURED HOME – DISTRICT “M-1”; AND PROPERTY KNOWN AS 100 S HAMILTON CREEK DRIVE FROM ITS PRESENT DESIGNATION OF HEAVY COMMERCIAL – DISTRICT “C-3” TO A DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1”. L. Kimbler

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

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

Public Notification: Written notices were mailed to 120 surrounding property owners within 200 feet of the subject property. There have been zero responses in favor and zero responses in opposition.

P&Z Report: Planning and Zoning will meet on April 15th; staff will present P&Z's recommendation at the City Council meeting.

Recommendation: Approve and adopt Ordinance 2024-10 as presented.

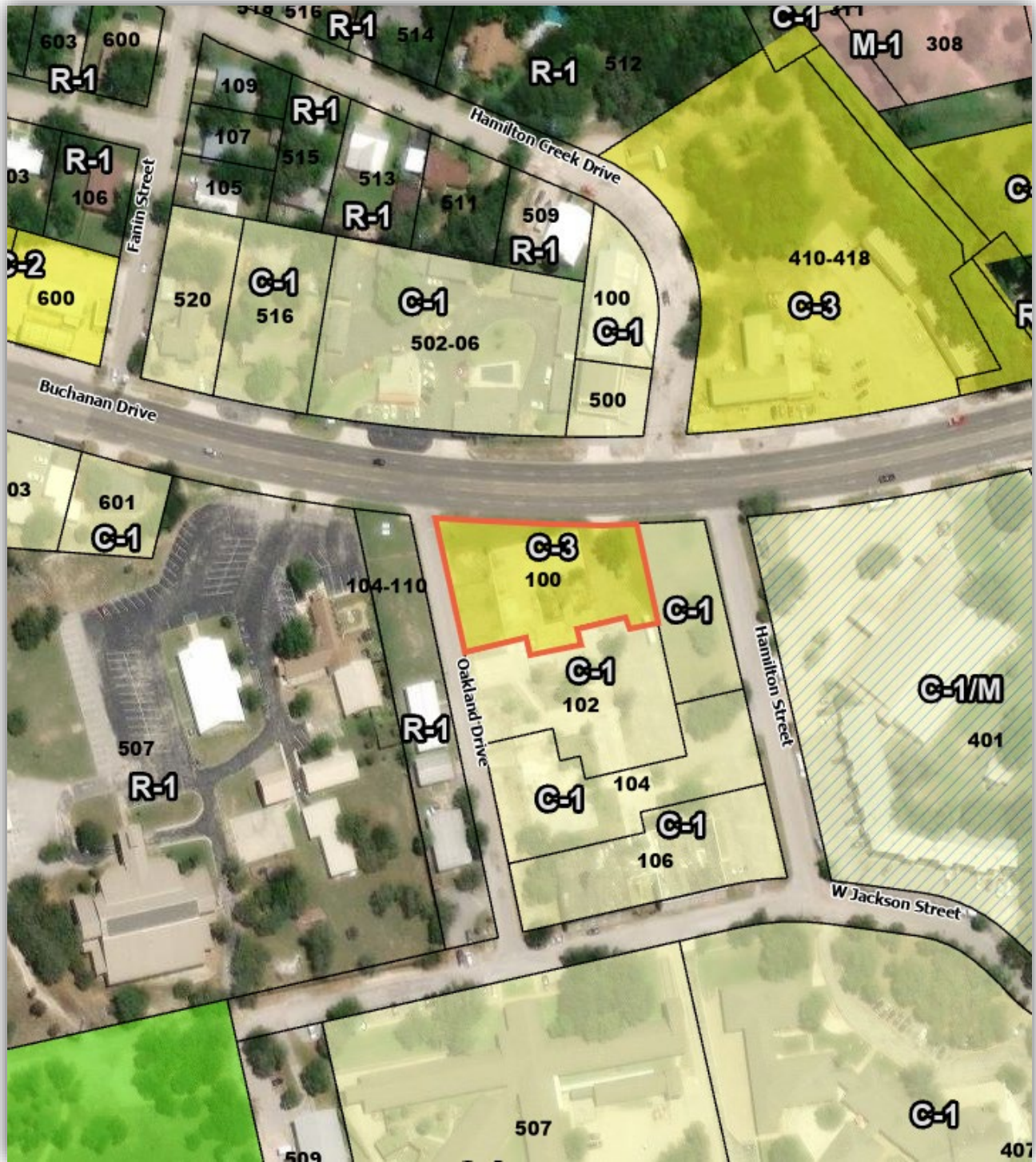
Exhibit A – Location and Current Zoning

101 HAMILTON CREEK CIRCLE, 103 HAMILTON CREEK CIRCLE, 105 HAMILTON CREEK CIRCLE, 109 HAMILTON CREEK CIRCLE, 113 HAMILTON CREEK CIRCLE, 117 HAMILTON CREEK CIRCLE, 119 HAMILTON CREEK CIRCLE, 108 HAMILTON CREEK CIRCLE, 104 HAMILTON CREEK CIRCLE, 100 HAMILTON CREEK CIRCLE, 800 HAMILTON CREEK EAST DRIVE, 900 HAMILTON CREEK DRIVE, 800 HAMILTON CREEK #12, 800 HAMILTON CREEK WEST DRIVE, AND 906 HAMILTON CREEK CIRCLE



Exhibit A – Location and Current Zoning (cont.)

100 S HAMILTON CREEK DRIVE



ORDINANCE NO. 2024-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING PROPERTIES KNOWN AS THE 101 HAMILTON CREEK CIRCLE, 103 HAMILTON CREEK CIRCLE, 105 HAMILTON CREEK CIRCLE, 109 HAMILTON CREEK CIRCLE, 113 HAMILTON CREEK CIRCLE, 117 HAMILTON CREEK CIRCLE, 119 HAMILTON CREEK CIRCLE, 108 HAMILTON CREEK CIRCLE, 104 HAMILTON CREEK CIRCLE, 100 HAMILTON CREEK CIRCLE, 800 HAMILTON CREEK EAST DRIVE, 900 HAMILTON CREEK DRIVE, 800 HAMILTON CREEK #12, 800 HAMILTON CREEK WEST DRIVE, AND 906 HAMILTON CREEK CIRCLE FROM THEIR PRESENT DESIGNATION OF HEAVY COMMERCIAL – DISTRICT “C-3” TO A DESIGNATION OF MANUFACTURED HOME – DISTRICT “M-1”; AND PROPERTY KNOWN AS 100 S HAMILTON CREEK DRIVE FROM ITS PRESENT DESIGNATION OF HEAVY COMMERCIAL – DISTRICT “C-3” TO A DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1”

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

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

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

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

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

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

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

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

Section two. Property. The Property that is the subject to this Zoning District Reclassification is known as: 101 HAMILTON CREEK CIRCLE (LEGALLY DESCRIBED AS: WESTSIDE ADDITION, LOT 1) as shown on **Exhibit “A”** hereto.

Section three. Zoning District Reclassification. MANUFACTURED HOME – DISTRICT “M-1” Zoning District Classification is hereby assigned to the Property described in section two.

Section four. Property. The Property that is the subject to this Zoning District Reclassification is known as: 103 HAMILTON CREEK CIRCLE (LEGALLY DESCRIBED AS: WESTSIDE ADDITION, LOT 2) as shown on **Exhibit “B”** hereto.

Section five. Zoning District Reclassification. MANUFACTURED HOME – DISTRICT “M-1” Zoning District Classification is hereby assigned to the Property described in section four.

Section six. Property. The Property that is the subject to this Zoning District Reclassification is known as 105 HAMILTON CREEK CIRCLE, (LEGALLY DESCRIBED AS: WESTSIDE ADDITION, LOT 3) as shown on **Exhibit “C”** hereto.

Section seven. Zoning District Reclassification. MANUFACTURED HOME – DISTRICT “M-1” Zoning District Classification is hereby assigned to the Property described in section six.

Section eight. Property. The Property that is the subject to this Zoning District Reclassification is known as: 109 HAMILTON CREEK CIRCLE (LEGALLY DESCRIBED AS: WESTSIDE ADDITION, LOT 4) as shown on **Exhibit “D”** hereto.

Section nine. Zoning District Reclassification. MANUFACTURED HOME – DISTRICT “M-1” Zoning District Classification is hereby assigned to the Property described in section eight.

Section ten. Property. The Property that is the subject to this Zoning District Reclassification is known as: 113 HAMILTON CREEK CIRCLE, (LEGALLY DESCRIBED AS: WESTSIDE ADDITION, LOT 5) as shown on **Exhibit “E”** hereto.

Section eleven. Zoning District Reclassification. MANUFACTURED HOME – DISTRICT “M-1” Zoning District Classification is hereby assigned to the Property described in section ten.

Section twelve. Property. The Property that is the subject to this Zoning District Reclassification known as: 117 HAMILTON CREEK CIRCLE, (LEGALLY DESCRIBED AS: WESTSIDE ADDITION, LOT 6, UNIT 7) as shown on **Exhibit “F”** hereto.

Section thirteen. Zoning District Reclassification. MANUFACTURED HOME – DISTRICT “M-1” Zoning District Classification is hereby assigned to the Property described in section twelve.

Section fourteen. Property. The Property that is the subject to this Zoning District Reclassification is known as: 119 HAMILTON CREEK CIRCLE (LEGALLY DESCRIBED AS: WESTSIDE ADDITION, LOT 7) as shown on **Exhibit “G”** hereto.

Section fifteen. Zoning District Reclassification. MANUFACTURED HOME – DISTRICT “M-1” Zoning District Classification is hereby assigned to the Property described in section fourteen.

Section sixteen. Property. The Property that is the subject to this Zoning District Reclassification is known as: 108 HAMILTON CREEK CIRCLE (LEGALLY DESCRIBED AS: WESTSIDE ADDITION, LOT 8) as shown on **Exhibit “H”** hereto.

Section seventeen. Zoning District Reclassification. MANUFACTURED HOME – DISTRICT “M-1” Zoning District Classification is hereby assigned to the Property described in section sixteen.

Section eighteen. Property. The Property that is the subject to this Zoning District Reclassification is known as: 104 HAMILTON CREEK CIRCLE (LEGALLY DESCRIBED AS: WESTSIDE ADDITION, LOT 9, NO MH#) as shown on **Exhibit “I”** hereto.

Section nineteen. Zoning District Reclassification. MANUFACTURED HOME – DISTRICT “M-1” Zoning District Classification is hereby assigned to the Property described in section eighteen.

Section twenty. Property. The Property that is the subject to this Zoning District Reclassification is known as: 100 HAMILTON CREEK CIRCLE (LEGALLY DESCRIBED AS: NORTH 37’ OF LOT 10, WESTSIDE ADDITION) as shown on **Exhibit “J”** hereto.

Section twenty-one. Zoning District Reclassification. MANUFACTURED HOME – DISTRICT “M-1” Zoning District Classification is hereby assigned to the Property described in section twenty.

Section twenty-two. Property. The Property that is the subject to this Zoning District Reclassification is known as: 800 HAMILTON CREEK EAST DRIVE (LEGALLY DESCRIBED AS: SOUTH ONE-HALF LOT NO. 10, 75’, WEST SIDE ADDITION) as shown on **Exhibit “K”** hereto.

Section twenty-three. Zoning District Reclassification. MANUFACTURED HOME – DISTRICT “M-1” Zoning District Classification is hereby assigned to the Property described in section twenty-two.

Section twenty-four. Property. The Property that is the subject to this Zoning District Reclassification is known as: 900 HAMILTON CREEK DRIVE (LEGALLY DESCRIBED AS: LOT 11, WESTSIDE ADDITION) as shown on **Exhibit “L”** hereto.

Section twenty-five. Zoning District Reclassification. MANUFACTURED HOME – DISTRICT “M-1” Zoning District Classification is hereby assigned to the Property described in section twenty-four.

Section twenty-six. Property. The Property that is the subject to this Zoning District Reclassification is known as: 800 HAMILTON CREEK #12 (LEGALLY DESCRIBED AS: WESTSIDE ADDITION LOT 12) as shown on **Exhibit “M”** hereto.

Section twenty-seven. Zoning District Reclassification. MANUFACTURED HOME – DISTRICT “M-1” Zoning District Classification is hereby assigned to the Property described in section twenty-six.

Section twenty-eight. Property. The Property that is the subject to this Zoning District Reclassification is known as: 800 HAMILTON CREEK WEST DRIVE (LEGALLY DESCRIBED AS: .3347 AC., ABS. 405, JOHN HAMILTON SURVEY AKA LOT 14, WESTSIDE ADDITION) as shown on **Exhibit “N”** hereto.

Section twenty-nine. Zoning District Reclassification. MANUFACTURED HOME – DISTRICT “M-1” Zoning District Classification is hereby assigned to the Property described in section twenty-eight.

Section thirty. Property. The Property that is the subject to this Zoning District Reclassification is known as: 906 HAMILTON CREEK CIRCLE (LEGALLY DESCRIBED AS: WESTSIDE ADDITION, LOT 13) as shown on **Exhibit “O”** hereto.

Section thirty-one. Zoning District Reclassification. MANUFACTURED HOME – DISTRICT “M-1” Zoning District Classification is hereby assigned to the Property described in section thirty.

Section thirty-two. Property. The Property that is the subject to this Zoning District Reclassification is known as: 100 S HAMILTON CREEK DRIVE (LEGALLY DESCRIBED AS: OAKLAND ESTATES LOT 1, UNIT 1) as shown on **Exhibit “P”** hereto.

Section thirty-three. Zoning District Reclassification. LIGHT COMMERCIAL – DISTRICT “C-1” Zoning District Classification is hereby assigned to the Property described in section thirty-two.

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

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

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

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

PASSED on First Reading the 23rd day of April 2024.

PASSED AND APPROVED on this the 14th day of May 2024.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, Assistant City Secretary

Exhibit "A"
101 HAMILTON CREEK CIRCLE



Exhibit "B"
103 HAMILTON CREEK CIRCLE



Exhibit "C"
105 HAMILTON CREEK CIRCLE



Exhibit "D"
109 HAMILTON CREEK CIRCLE



Exhibit "E"
113 HAMILTON CREEK CIRCLE



Exhibit "F"
117 HAMILTON CREEK CIRCLE



Exhibit "G"
119 HAMILTON CREEK CIRCLE



Exhibit "H"
108 HAMILTON CREEK CIRCLE



Exhibit "I"
104 HAMILTON CREEK CIRCLE



Exhibit "J"
100 HAMILTON CREEK CIRCLE



Exhibit "K"
800 HAMILTON CREEK EAST DRIVE



Exhibit "L"
900 HAMILTON CREEK DRIVE



Exhibit "M"
800 HAMILTON CREEK #12



Exhibit "N"
800 HAMILTON CREEK WEST DRIVE



Exhibit "O"
906 HAMILTON CREEK CIRCLE



Exhibit "P"
100 S HAMILTON CREEK DRIVE



SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING PROPERTIES KNOWN AS THE 101 HAMILTON CREEK CIRCLE, 103 HAMILTON CREEK CIRCLE, 105 HAMILTON CREEK CIRCLE, 109 HAMILTON CREEK CIRCLE, 113 HAMILTON CREEK CIRCLE, 117 HAMILTON CREEK CIRCLE, 119 HAMILTON CREEK CIRCLE, 108 HAMILTON CREEK CIRCLE, 104 HAMILTON CREEK CIRCLE, 100 HAMILTON CREEK CIRCLE, 800 HAMILTON CREEK DRIVE, 900 HAMILTON CREEK DRIVE, 800 HAMILTON CREEK #12, 800 HAMILTON CREEK DRIVE, AND 906 HAMILTON CREEK CIRCLE FROM THEIR PRESENT DESIGNATION OF HEAVY COMMERCIAL – DISTRICT “C-3” TO A DESIGNATION OF MANUFACTURED HOME – DISTRICT “M-1”; AND PROPERTY KNOWN AS 100 S HAMILTON CREEK DRIVE FROM ITS PRESENT DESIGNATION OF HEAVY COMMERCIAL – DISTRICT “C-3” TO A DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1”

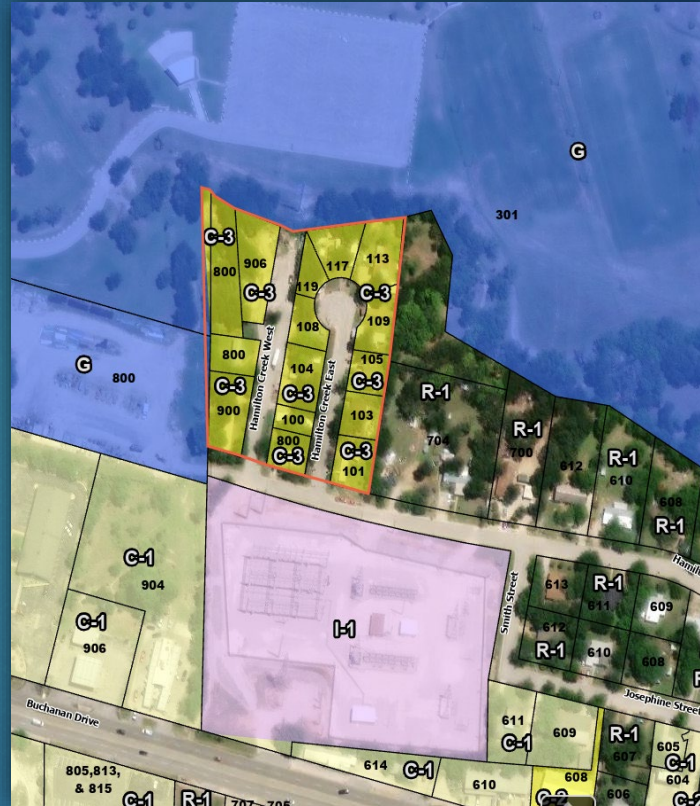




Current Zoning:
HEAVY COMMERCIAL – DISTRICT
“C-3”

**City Initiated
Request:**
MANUFACTURED HOME – DISTRICT “M-1”
&
LIGHT COMMERCIAL – DISTRICT “C-1”

Brings the properties into compliance with
their current use

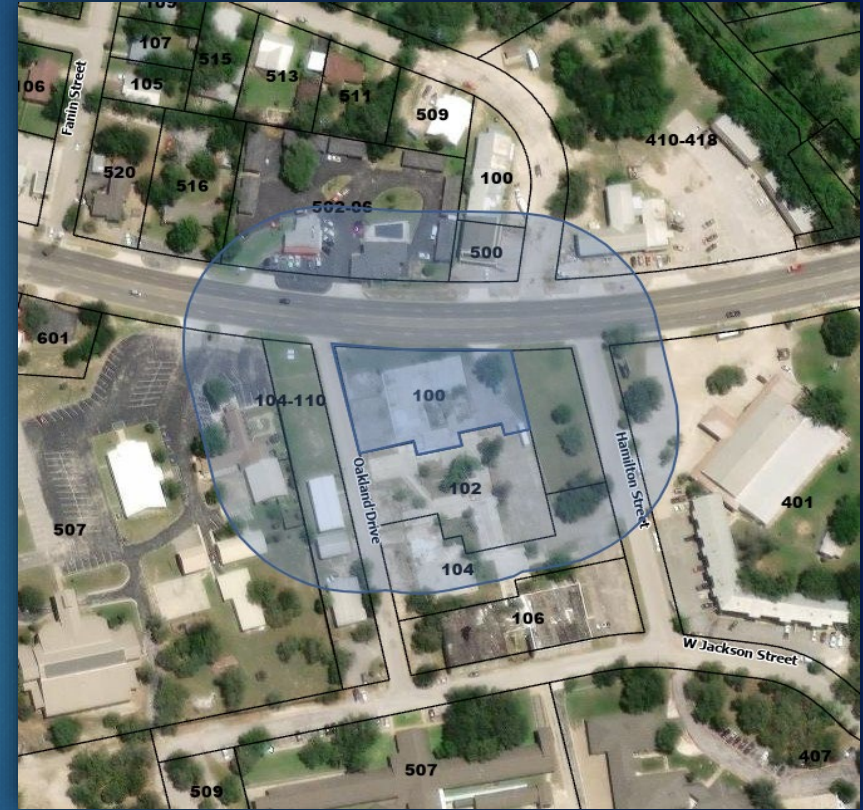


Public Notification:

Notices were mailed to 28 surrounding property owners. Zero responses have been received in favor or opposition

P&Z Report:

Planning and Zoning will meet on Monday, April 15th; staff will present P&Z recommendation at the City Council meeting





Discussion

- ▶ Discuss and consider the first reading of ordinance 2024-10 as presented.



Development Services

ITEM 4.2

Leslie Kimbler
Planning Manager
512-715-3215
lkimbler@cityofburnet.com

Action Item

Meeting Date: May 14, 2024

Agenda Item: Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING PROPERTY KNOWN AS 1736 W HWY 29 FROM ITS PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF HEAVY COMMERCIAL – DISTRICT “C-3” WITH A CONDITIONAL USE PERMIT TO ALLOW THE USE “MINI STORAGE WAREHOUSE”:
L. Kimbler

Background: This property is located on the north side of west State Highway 29, also known as Buchanan Drive (Exhibit A). The property is currently developed with mini storage units and is zoned Medium Commercial – District “C-2”. The property owner has recently obtained a site development permit to expand their mini storage unit business. At the time of their application, the use “Mini Storage Warehouse” was an allowable use in District “C-2”. Due to the recent zoning amendment which moved the use “Mini Storage Warehouse” to Light Industrial – “I-1” this property is now a pre-existing non-conforming property. Since their application was submitted at a time when their property was still compliant with the zoning code, they would not be required to go through the zoning process prior to construction; however, in a continued effort to clean up our zoning map, staff is bringing forward this zoning request.

Information: The Conditional Use Permit approval process is established by Code of Ordinances Sec. 118-64; Subsection (e). Per the cited section in making its recommendation the Commission should consider the following:

- Appearance, size, density and operating characteristics are compatible with surrounding neighborhood and uses;
- Proposed use will not adversely affect value of surrounding properties nor impede their proper development;

- Proposed use will not create a nuisance factor nor otherwise interfere with a neighbor's enjoyment of property or operation of business;
- Traffic generated on existing streets will not create nor add significantly to congestion, safety hazards, or parking problems, and will not disturb peace and quiet of neighborhood;
- Comply with other applicable ordinances and regulations.

Staff Analysis: Staff has reviewed the criteria in Sec. 118-64(3) and can confirm the general criteria for a Conditional Use Permit will be met.

- The property is an existing mini storage warehouse unit business; therefore, the operating characteristics will continue to be compatible with surrounding uses.
- Surrounding properties are already developed; approving a Conditional Use Permit for the existing use of "Mini Storage Warehouse" will not adversely affect the surrounding properties.
- The continued use of the existing property will not interfere with the operation of neighboring businesses.
- This property abuts the highway; the traffic generated by this use should not create nor add significantly to the existing traffic patterns.

Public Notification: Written notices were mailed to 8 surrounding property owners within 200 feet of the subject property. There have been zero responses in favor and zero responses in opposition.

P&Z Report: Planning and Zoning met on Monday, April 15th; staff will present P&Z's recommendation at the City Council Meeting.

Recommendation: Approve and adopt Ordinance 2024-11 as presented.

ORDINANCE NO. 2024-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING PROPERTY KNOWN AS 1736 W HWY 29 FROM ITS PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF HEAVY COMMERCIAL – DISTRICT “C-3” WITH A CONDITIONAL USE PERMIT TO ALLOW THE USE “MINI STORAGE WAREHOUSE”

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

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

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

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

WHEREAS, it is further legislatively found that the required amendment to the Future Land Use Plan was, prior to this action, passed and approved by ordinance of this Council; and

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

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

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

Section two. Property. The Property that is the subject to this Zoning District Reclassification is 1736 W HWY 29 (LEGAL DESCRIPTION: NORTH CLEAN STORAGE, LOT 1, 1.59 ACRES) as shown on **Exhibit “A”** hereto.

Section three Zoning District Reclassification. Heavy Commercial-District “C-3” with a Conditional Use Permit for “Mini-Storage Warehouse” Zoning District Classification is hereby assigned to the Property described in section two.

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

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

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

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

PASSED on First Reading the 23rd day of April 2024.

PASSED AND APPROVED on this the 14th day of May 2024.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, Assistant City Secretary

Exhibit "A"
Location Map



SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING PROPERTY KNOWN AS 1736 W HWY 29 FROM ITS PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF HEAVY COMMERCIAL – DISTRICT “C-3” WITH A CONDITIONAL USE PERMIT TO ALLOW THE USE “MINI STORAGE WAREHOUSE”





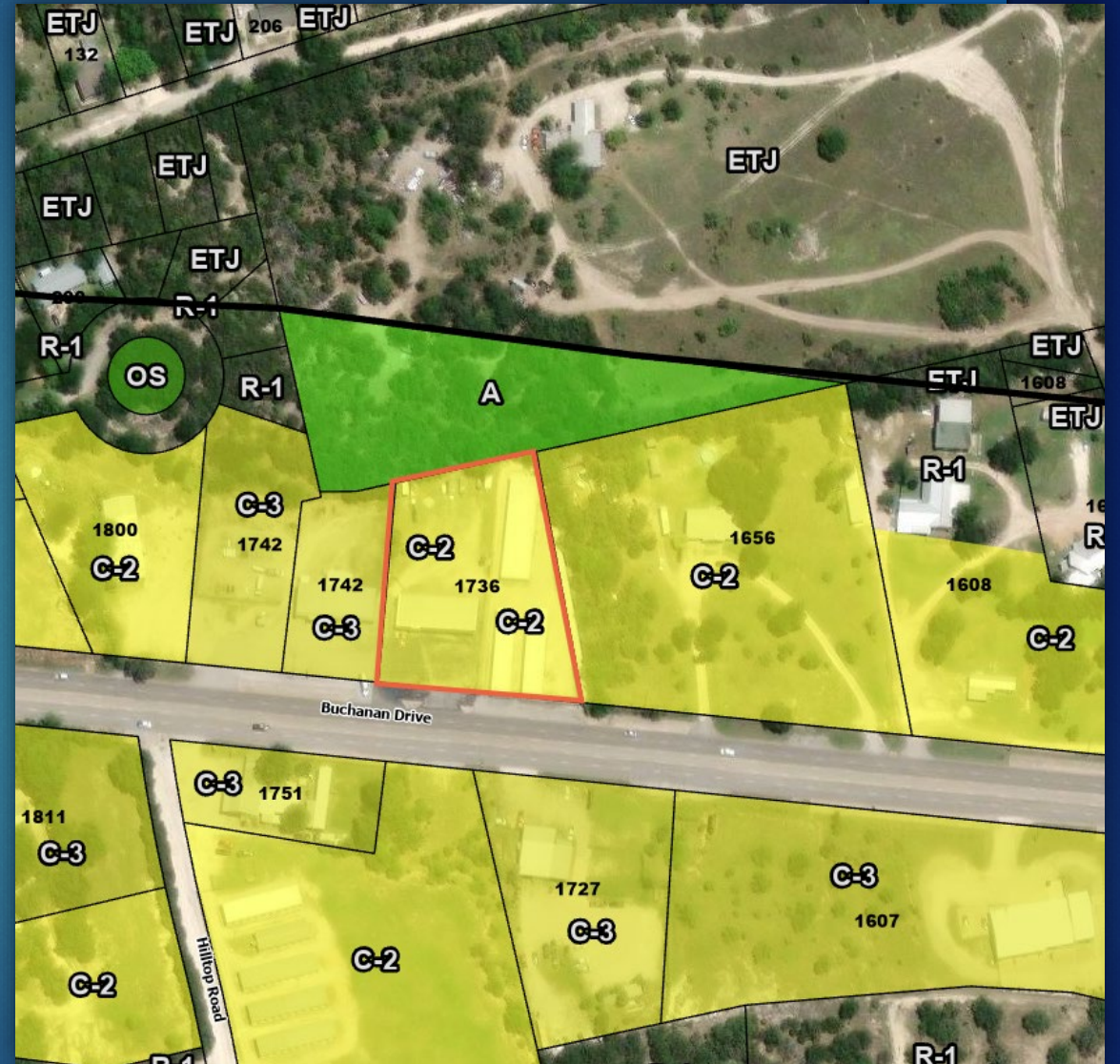
Current Zoning:

MEDIUM COMMERCIAL – DISTRICT
“C-2”

City Initiated Request:

HEAVY COMMERCIAL – DISTRICT “C-3” WITH A
CONDITIONAL USE PERMIT

City of Burnet's Code of Ordinances, Sec. 118-48 Mini Storage
Warehouse is an allowable use in a Light Industrial – District “I-1”
zoning





▶ **Conditional Use Permit Criteria Considerations:**

- ▶ Appearance, size, density and operating characteristics are compatible with surrounding neighborhood and uses;
- ▶ Proposed use will not adversely affect value of surrounding properties nor impede their proper development;
- ▶ Proposed use will not create a nuisance factor nor otherwise interfere with a neighbor's enjoyment of property or operation of business;
- ▶ Traffic generated on existing streets will not create nor add significantly to congestion, safety hazards, or parking problems, and will not disturb peace and quiet of neighborhood;
- ▶ Comply with other applicable ordinances and regulations.

► **Staff Analysis of Code Criterion:**

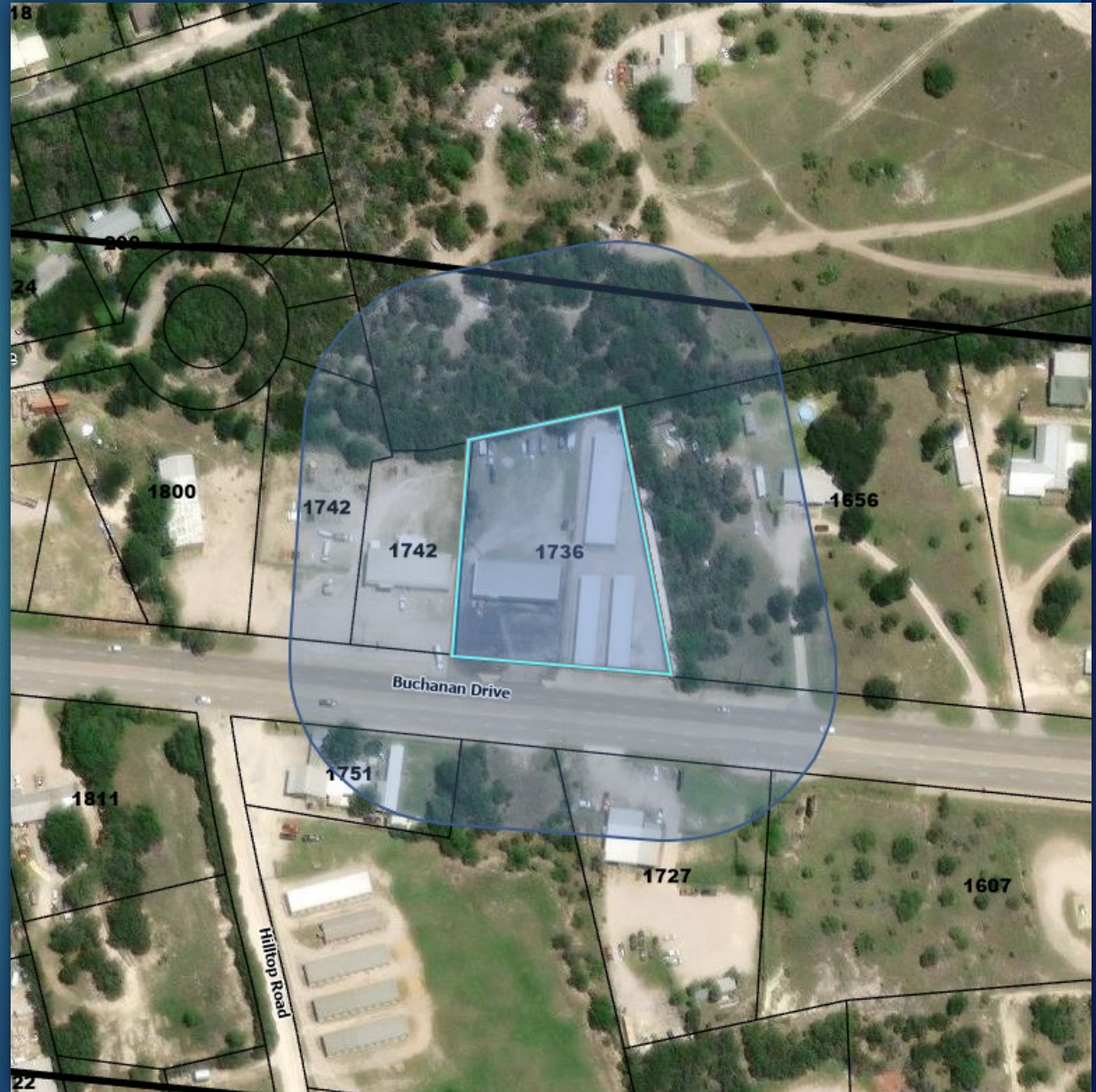
- The property is an existing mini storage warehouse unit business; therefore, the operating characteristics will continue to be compatible with surrounding uses.
- Surrounding properties are already developed; approving a Conditional Use Permit for the existing use of “Mini Storage Warehouse” will not adversely affect the surrounding properties.
- The continued use of the existing property will not interfere with the operation of neighboring businesses.
- This property abuts the highway; the traffic generated by this use should not create nor add significantly to the existing traffic patterns

Public Notification:

Notices were mailed to 8 surrounding property owners. Zero responses have been received in favor or opposition

P&Z Report:

Planning and Zoning will meet on Monday, April 15th; staff will present P&Z recommendation at the City Council meeting





Discussion

- ▶ Discuss and consider the first reading of the ordinance 2024-11 as presented.



Development Services

ITEM 4.4

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

Action Item

Meeting Date: May 14, 2024

Agenda Item: Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY GRANTING A CONDITIONAL USE PERMIT TO ALLOW THE USE OF AN "MANUFACTURED HOME SALES AND SERVICE" IN A HEAVY COMMERCIAL – DISTRICT "C-3" FOR A FIVE ACRE PORTION OF PROPERTY KNOW AS 3720 E. HWY 29, LOCATED ALONG THE NORTH SIDE OF HIGHWAY 29 EAST (LEGAL DESCRIPTION: BEING 5.0519 ACRES TRACT OF LAND, OUT OF THE TCRR CO. SURVEY, NO. 83, ABS. NO. 1402); PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: L. Kimbler

Background: This property is located along the north side of East Highway 29. The property is currently undeveloped and zoned Heavy Commercial – District "C-3". The applicant is requesting a Conditional Use Permit to allow for the development of a sales and storage lot for manufactured homes. Under the City of Burnet's Code of Ordinances, Sec. 118-47 Manufactured Home Sales is an allowable use in a Heavy Commercial – District "C-3" zoning with a Conditional Use Permit.

Information: The Conditional Use Permit approval process is established by Code of Ordinances Sec. 118-64; Subsection (e). Per the cited section in making its recommendation the Commission should consider the following:

- **Appearance, size, density and operating characteristics are compatible with surrounding neighborhood and uses;**
- **Proposed use will not adversely affect value of surrounding properties nor impede their proper development;**
- **Proposed use will not create a nuisance factor nor otherwise interfere with a neighbor's enjoyment of property or operation of business;**

- **Traffic generated on existing streets will not create nor add significantly to congestion, safety hazards, or parking problems, and will not disturb peace and quiet of neighborhood;**
- **Comply with other applicable ordinances and regulations.**

Staff Analysis: Staff has reviewed the criteria in Sec. 118-64(e) and have made the following observations:

- This property is in an under-utilized area where there is a mix of commercial businesses as well as undeveloped raw land. When looking at the existing development in this area, most are businesses that are allowable under the “C-3” or “I-1” zoning districts; therefore, this use could be considered as compatible for surrounding uses.
- Properties directly abutting this property are undeveloped; however, when considering the existing developed areas, the uses are of similar nature. Staff do not feel, by approving the Conditional Use Permit, this use would adversely affect the value of surrounding properties.
- The proposed use should not create a nuisance nor interfere with neighboring properties enjoyment.
- This property abuts the highway; the traffic generated by this use should not create nor add significantly to the existing traffic patterns.

Public Notification: Written notices were mailed to four (4) surrounding property owners within 200 feet of the subject property. There have been zero responses in favor and zero responses in opposition.

P&Z Report: Planning and Zoning will meet on May 6th; staff will present P&Z’s recommendation at the City Council meeting.

Recommendation: Approve and adopt Ordinance No. 2024-15 as presented.

Exhibit A – Location and Current Zoning



ORDINANCE NO. 2024-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY GRANTING A CONDITIONAL USE PERMIT TO ALLOW THE USE OF AN “MANUFACTURED HOME SALES AND SERVICE” IN A HEAVY COMMERCIAL – DISTRICT “C-3” FOR A FIVE ACRE PORTION OF PROPERTY KNOW AS 3720 E. HWY 29, LOCATED ALONG THE NORTH SIDE OF HIGHWAY 29 EAST (LEGAL DESCRIPTION: BEING 5.0519 ACRES TRACT OF LAND, OUT OF THE TCRR CO. SURVEY, NO. 83, ABS. NO. 1402); PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

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

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

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

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

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

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

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

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

Section two. Property. The Property that is the subject to this Zoning District Reclassification is property legally described as: **BEING 5.0519 ACRES TRACT OF**

LAND, OUT OF THE TCRR CO. SURVEY, NO. 83, ABS. NO. 1402 as shown on **Exhibit “A”** hereto.

Section three Zoning District Reclassification. Heavy Commercial – District “C-3” Zoning District Classification with a Conditional Use Permit for “Manufactured Home Sales and Services” is hereby assigned to the Property described in section two.

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

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

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

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

PASSED on First Reading the 7th day of May 2024.

PASSED AND APPROVED on this the 14th day of May 2024.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, Assistant City Secretary

Exhibit "A"
Subject Property



SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY GRANTING A CONDITIONAL USE PERMIT TO ALLOW THE USE OF AN "MANUFACTURED HOME SALES AND SERVICE" IN A HEAVY COMMERCIAL – DISTRICT "C-3" FOR A FIVE ACRE PORTION OF PROEPRTY KNOW AS 3720 E. HWY 29, LOCATED ALONG THE NORTH SIDE OF HIGHWAY 29 EAST (LEGAL DESCRIPTION: BEING 5.0519 ACRES TRACT OF LAND, OUT OF THE TCRR CO. SURVEY, NO. 83, ABS. NO. 1402); PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: L. Kimbler



- Property located East Hwy 29
- 5 acres out of overall 20-acre tract

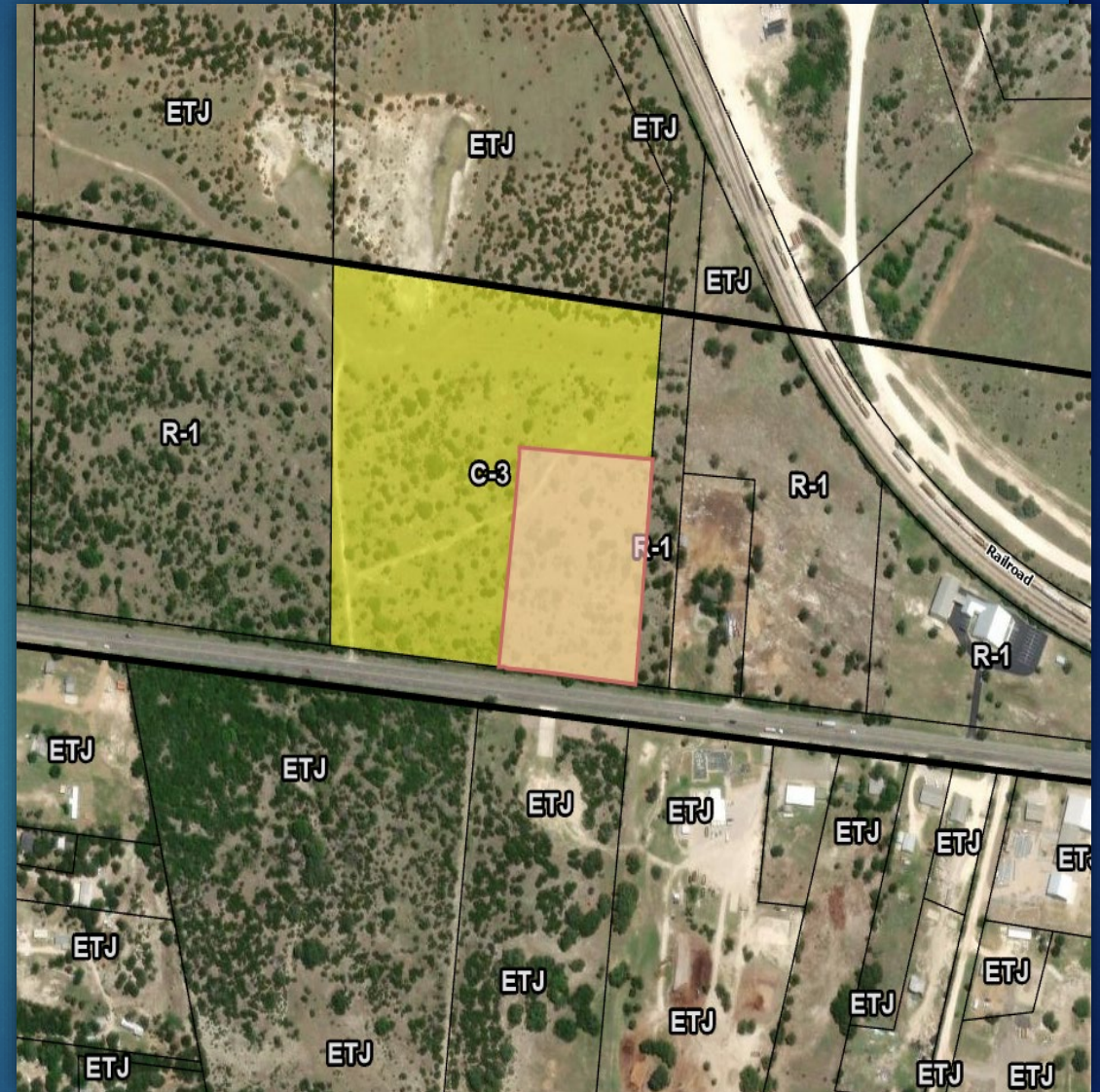


Current Zoning:

HEAVY COMMERCIAL – DISTRICT
“C-3”

Request:

HEAVY COMMERCIAL – DISTRICT “C-3” WITH A
CONDITIONAL USE PERMIT TO ALLOW FOR
MANUFACTURED HOME SALES AND SERVICES





▶ **Conditional Use Permit Criteria Considerations:**

- ▶ Appearance, size, density and operating characteristics are compatible with surrounding neighborhood and uses;
- ▶ Proposed use will not adversely affect value of surrounding properties nor impede their proper development;
- ▶ Proposed use will not create a nuisance factor nor otherwise interfere with a neighbor's enjoyment of property or operation of business;
- ▶ Traffic generated on existing streets will not create nor add significantly to congestion, safety hazards, or parking problems, and will not disturb peace and quiet of neighborhood;
- ▶ Comply with other applicable ordinances and regulations.

► **Staff Analysis of Code Criterion:**

- This property is in an under-utilized area where there is a mix of commercial businesses as well as undeveloped raw land. When looking at the existing development in this area, most are businesses that are allowable under the “C-3” or “I-1” zoning districts; therefore, this use could be considered as compatible for surrounding uses.
- Properties directly abutting this property are undeveloped; however, when considering the existing developed areas, the uses are of similar nature. Staff do not feel, by approving the Conditional Use Permit, this use would adversely affect the value of surrounding properties.
- The proposed use should not create a nuisance nor interfere with neighboring properties enjoyment.
- This property abuts the highway; the traffic generated by this use should not create nor add significantly to the existing traffic patterns.

Public Notification:

Notices were mailed to 4 surrounding property owners. Zero responses have been received in favor or opposition

P&Z Report:

Planning and zoning will meet on May 6th; staff will present P&Z's recommendation at the City Council meeting.





Discussion

- ▶ Discuss and consider the first reading of the draft ordinance 2024-15.



Administration

ITEM 4.3

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

Action

Meeting Date: May 14, 2024

Agenda Item: Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING CODE OF ORDINANCE CHAPTER 2 (ENTITLED “ADMINISTRATION”), BY AMENDING ARTICLE I (ENTITLED “IN GENERAL”) AND ARTICLE II (ENTITLED “COUNCIL”) AND ARTICLE IV (ENTITLED “OFFICERS AND DEPARTMENTS”) TO COMPLY WITH THE CITY CHARTER, STATE LAW AND CURRENT CITY PRACTICES AND POLICIES; PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: D. Vaughn

Background: The City’s code of ordinances was first codified on October 24, 1995. At such time, the city operated as a type A general law municipality. City Council adopted the home rule charter ordinance on November 10, 2000. However, the text of many sections of city code Chapter 2, Articles I, II and IV reflect the city to still operate as a type A general law municipality.

Information: This ordinance amends City Code Chapter 2, Articles I, II and IV to comply with the city charter. Moreover, the ordinance amends:

- **Article I** by codifying city policy requiring council approval of acceptance of grants of real property;
- **Article II** by codifying current city council meeting procedures including citizen input in said meetings; and
- **Article IV** by codifying the city manager’s delegated purchasing authority as stated in the financial policies.

Fiscal Impact: Passage of this ordinance will cause no fiscal impact.

Recommendation: Approve the first reading of Ordinance No. 2024-13 as presented.

ORDINANCE NO. 2024-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING CODE OF ORDINANCE CHAPTER 2 (ENTITLED “ADMINISTRATION”), BY AMENDING ARTICLE I (ENTITLED “IN GENERAL”) AND ARTICLE II (ENTITLED “COUNCIL”) AND ARTICLE IV (ENTITLED “OFFICERS AND DEPARTMENTS”) TO COMPLY WITH THE CITY CHARTER, STATE LAW AND CURRENT CITY PRACTICES AND POLICIES; PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the current version of the City’s code of ordinances was first codified on October 24, 1995; and at such time the City operated as a type A general law municipality; and

WHEREAS, City Council adopted the home rule charter ordinance on November 10, 2000; and

WHEREAS, the text of many sections of city code Chapter 2, Articles I, II and IV reflect the city to still operate as a type A general law municipality; and

WHEREAS, the purpose of this ordinance is to amend city code Chapter 2, Articles I, II and IV to comply with the city charter and current practices and policies; and

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

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

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

Section one. Code amendment. City Code Chapter 2 (entitled “*Administration*”), Article I (entitled “*In General*”) is hereby amended by replacing the existing language in its entirety with text that follows:

ARTICLE I. - IN GENERAL.

Section 2-1. City Charter. The City of Burnet is a home rule municipality governed by its City Charter as same may be amended from time to time.

Section 2-2. Form of Government. The municipal government as provided by the Charter is a council-manager form of government consisting of a mayor and

councilmembers, elected by, and responsible to, the people; and a city manager, appointed by, and responsible to, the city council for proper administration of the affairs of the city.

Section 2-3. - City seal.

- (a) *Seal.* The corporate seal of the city shall be circular, with an appropriate design thereon, with such inscription as may be necessary to indicate that same is the corporate seal of the city; same being depicted as follows:



- (b) *Custodian.* The city secretary shall be custodian of the corporate seal.

Charter reference – Preamble; Form of Government, Article I

Section 2-4. – Real property. The acceptance of title or use of real property on behalf of the City shall not become final until the conveyance and the form of the deed, easement agreement, or other instrument of conveyance is approved by council; and such approval is memorialized by either: (i) signature of acceptance by the mayor or city manager, or an authorized agent acting in their stead, affixed to the instrument of conveyance; or (ii) the filing of an affidavit confirming such acceptance by the mayor or city manager, or an authorized agent acting in their stead, in the public records of Burnet County.

Sections 2-5. – 2-10. – Reserved.

Section two. Code amendment. City Code Chapter 2 (entitled “*Administration*”), Article II (entitled “*Council*”) is hereby amended by replacing the existing language in its entirety with text that follows:

ARTICLE II. COUNCIL

Division 1. – General.

Sec. 2-11. The governing body. As prescribed in Articles III and IV of the City Charter the governing body of the city shall be the mayor and councilmembers.

Sec. 2-12. Remuneration of fees. To the extent authorized by the Charter, state, and federal law, City Council may, by resolution, provide for the waiver, reimbursement, refund, or other financial remuneration of any fee, or portions of any fee, imposed by this code. For the purposes of this section, the term "fee" shall mean any fee, penalty, fine, or other charge imposed by this Code.

Sec. 2-13. Final appellate body. Except to the extent otherwise explicitly set forth by state law, or unless such authority has by ordinance been assigned otherwise, any final determination by any city board, commission, or committee may be appealed to the City Council by the person or entity that requested the matter to be acted upon by such board, commission, or committee, and the decision of the City Council with respect to such appeal shall be conclusive. In such case, the City Council may confirm or reverse the decision of such board, commission, or committee and issue a final decision, or it may require such board, commission, or committee to reconsider its action.

Sections 2-14. – 2-20. – Reserved.

Division 2. – Meetings.

Sec. 2-21. Compliance. All city council meetings shall comply with the requirements of state law and the city charter, including the Texas Open Meeting Act, Chapter 551 Texas Government Code, and Section 3.16 of the City Charter.

Sec. 2-22. No private cause of action. The application, or failure to apply the terms of this article, in the conduct of city council meetings shall not create or give rise to any right, cause of action, or claim on behalf of any third party, person or citizen other than as exists pursuant to the Texas Open Meetings Act, if any.

Sec. 2-23. Use of tobacco products. Smoking, chewing, or any other use of tobacco products is prohibited in city council chambers. In addition to the criminal penalties prescribed elsewhere in this code, violators may be subject to removal at the direction of the mayor.

Sec. 2-24. Time and location.

- (a) *Regular meetings.* City council shall hold regular meetings on the second and fourth Tuesdays of each calendar month at 6:00 p.m., at the city council chambers, subject to the following:
- (1) Change of meeting date. City council by ordinance, resolution, or order may change the date or time for a future regular meeting or meetings.
 - (2) Calendar conflict. If any such Tuesday, or other date set for a regular meeting is a city holiday, the meeting may be rescheduled on the next business day thereafter or other time as scheduled by the city council.
 - (3) Severe weather. If severe weather, or any emergency or special circumstance results in the rescheduling of the meeting, the regular meeting may be held on the next business day thereafter.
 - (4) Cancellation. City Council, or the mayor, may cancel any regularly scheduled meeting, provided that at least one regular meeting shall be held each calendar month.

- (b) *Special meetings.* The city secretary shall call a special meeting upon the request of the mayor, the city manager, or any two councilmembers.
- (c) *Emergency meetings.* In instances of emergency or urgent public necessity, the mayor, or councilmember duly acting in the absence of the mayor, or the city manager may call an emergency meeting in such manner as is authorized by the Texas Open Meetings Act.
- (d) *Location.* City council meetings shall be held at the city council chambers or such other place prescribed by ordinance, resolution, or order of city council.

Sec. 2-26. Conducting meetings. The mayor and the city council shall conduct its meetings in compliance with the Texas Public Meeting Act, applicable provisions of this code and by such policy as may be adopted by council.

Sec. 2-27. Agenda for council meetings. The agenda for each meeting of the city council shall contain such information and be posted in a time and place as is sufficient to comply with the Texas Open Meetings Act.

- (a) *Form.* The agenda for each regular meeting of the city council shall be ordered generally as follows: (1) call to order; (2) invocation; (3) Pledges (US & Texas); (4) special reports/recognition; (5) consent; (v) public hearings/action; (vi) action items in numerical order; (vii) executive session (if necessary); (viii) council request for reports; (ix) adjournment.
- (b) *Preparation and posting.* The city secretary shall prepare and post the agenda for each meeting of the city council. The agenda shall be in the general form and structure as provided above. The city secretary may order the agenda items in a manner to facilitate the conduct of the council meeting and the efficient utilization of city resources., Subject to appeal, as provided in Section 2-29 below, the mayor may re-order the agenda items or take items out of order at any meeting.
- (c) *Content.* The mayor, any member of the city council, or the city manager, may, without the approval or authorization of any other person, place an item on the agenda for any regular meeting of the city council; provided that the request must be timely made in relation to the time when the agenda for the meeting is set by the city secretary.
- (d) *Executive sessions.* The city council may go into executive session at any time, when in the judgment of the city council it is in the best interests of the city, on any properly posted agenda item dealing with subject matter for which the Texas Open Meetings Act authorizes executive sessions. Notwithstanding the foregoing sentence, when it is anticipated at the time the agenda is posted that the city council

will go into executive session with respect to any item of business, the matter should be placed on the agenda as an item for executive session and, in addition to the subject matter, should specify the section of Chapter 551, Tex. Gov't. Code, that authorizes such executive session. Each agenda item for an executive session shall provide notice that, or provide an additional agenda item providing notice that, the city council may act on the subject matter considered in the executive session.

Sec. 2-28. Public Participation. Members of the public may testify or provide comment at public hearings and before city council deliberation and action on an item on an agenda of an open meeting in accordance with the Texas Public Meeting Act and such policy adopted pursuant to Section 2-26 above.

Sec. 2-29. Parliamentarian. The mayor shall serve as parliamentarian and shall make all decisions regarding the procedure of a meeting. A parliamentarian decision may be appealed by objection made by any councilmember. If the objection is overruled, the councilmember may appeal the objection to the body. Unless the appeal receives a majority vote of the councilmembers present, the parliamentarian ruling shall stand.

Sections 2-30. – 2-40. – Reserved.

Charter reference – City Council, Article IV and Elections Article V

Section three. Code amendment. City Code Chapter 2 (entitled “*Administration*”), Article IV (entitled “*Officers and Departments*”) is hereby amended by replacing the existing language in its entirety with text that follows:

Sec. 2-61. City Manager. The office of City Manager is established by Section 4.01 City Charter. In addition to the duties prescribed in the City Charter, the City Manager shall be authorized to perform duties as follows:

- (a) *Purchasing agent.* The City Manager shall act as purchasing agent for the city related to the purchase of merchandise, material, and supplies, as well as the engagement of service providers, as needed by the city; and may establish, if needed, a suitable storehouse where such supplies shall be kept and from which same shall be issued as needed. The City Manager may designate a city employee to serve as purchasing agent under the City Manager’s supervision. As purchasing agent, the City Manager shall:
 - (1) comply with relevant state procurement laws; and
 - (2) have the authority to make purchases and engage service providers as provided in the Purchasing Policy adopted by separate Council action as same may be amended from time to time; and
 - (3) adopt such rules and regulations governing requisitions and transaction of business between himself as such purchasing

agent and the heads of the departments, officers, and employees of the city as the council may approve; and

- (4) in case of accident or other circumstances creating an emergency, award contracts and make purchases for the purpose of:
 - (A) repairing damages caused by accident, weather or other calamity, or
 - (B) for the purpose of avoiding such public emergency.

Emergency purchases shall comply with state law provisions related to emergency procurement; and shall have prior council approval unless the situation is so dire obtaining council approval is impractical. In such case, the City Manager shall immediately afterwards file with the mayor a certificate showing such emergency and the necessity of such action, together with an itemized account of all expenditures.

- (b) *Recommendations.* Recommend to the council, in writing, from time-to-time for adoption of such measures as the City Manager may deem necessary and expedient.

Charter reference – City Manager, § 4.01

Sec. 2-62. Departments. The Burnet Police Department is hereby established. Council may establish such other departments as it determines to be beneficial to the effective and efficient operation of the City and as may be determined during the annual budget adoption process.

Charter reference – Departments, § 4.02

Sec. 2-63. Officers. Pursuant to Sections 4.04 and 4.05 of the City Charter, the offices of City Attorney and City Secretary are established.

Charter reference – City Attorney, § 4.04; City Secretary, § 4.05

Sec. 2-64. - Bonds of city officers.

- (a) The bonds of all city officers who are required to give bond shall be made payable to the mayor and his successors in office, in such amounts as may in each case be provided. All such bonds shall be conditioned that the officer giving same will faithfully perform all the duties of his office which are or may be imposed on him according to state law and the ordinances of the city and that he will comply with all the lawful orders of the city manager and the city council and account for, and pay to the persons entitled to receive the same, all moneys coming into his hands by virtue of his office.
- (b) The city manager, city attorney, city secretary, municipal judge and any employees whose duties include the handling of money shall before entering upon the duties of their office, give a bond in such amount prescribed by Council, but in no case less than \$2,500.00,

issued by surety companies acceptable to the City Council and authorized to do business in Texas.

Sections 2-65. – 2-100. – Reserved.

Charter reference – Surety Bonds, § 10.03

Note to publisher, Division 4 (entitled “*Reserve Police Force*”) is removed from this Code. This note shall not be published.

Section four. 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 City Council.

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

Section six. 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 seven. 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 eight. 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 nine. 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 ten. 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 23rd day of April 2024.


Passed, Approved and Adopted on the 14th day of May 2024.

CITY OF BURNET

ATTEST:

Gary Wideman, Mayor

Maria Gonzales, Assistant City Secretary



SECOND AND FINAL READING OF AN
ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF BURNET, TEXAS, AMENDING CODE
OF ORDINANCE CHAPTER 2 (ENTITLED
“ADMINISTRATION”), BY AMENDING
ARTICLE I (ENTITLED “IN GENERAL”) AND
ARTICLE II (ENTITLED “COUNCIL”) AND
ARTICLE IV (ENTITLED “OFFICERS AND
DEPARTMENTS”) TO COMPLY WITH THE
CITY CHARTER, STATE LAW AND CURRENT
CITY PRACTICES AND POLICIES

City Council Special Called Meeting March 12, 2024



Background



- **CODE OF ORDINANCES CITY OF BURNET, TEXAS**
 - Published 1995 by Order of the City Council
 - Home Rule Charter adopted November 10, 2000
 - Council/Manager form of government
 - Departments
 - Officers

Information

- In addition to Charter Compliance:
 - Article I codifies city policy requiring council approval of acceptance of grants of real property;
 - Article II by codifies current city council meeting procedures including citizen input in said meetings; and
 - Article IV codifies the city manager's delegated purchasing authority as stated in the financial policies.



Fiscal Impact None.

- 
- 
- Recommendation: Approve the first reading of Ordinance No. 2024-13 as presented.



Public Comment/Questions





Utility Department

ITEM 4.5

Jon Forsyth
Meter/Service and Inventory
Supervisor
737-251-3160
jforsyth@cityofburnet.com

Action

Meeting Date: May 14, 2024

Agenda Item: Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WESCO INTERNATIONAL, INC., FOR THE PURCHASE OF NON-METERED GATEKEEPERS: J. Forsyth

Background: The City of Burnet meter reading mesh system is in need of replacing five existing gatekeepers. The gatekeepers collect the readings for all of the electric and water meters that feed to the Elster reading system for processing to the utility billing system.

Information: Staff has received a bid from Wesco International, Inc., for six replacement gatekeepers. Five of the gatekeepers will be installed for immediate replacement on the current system. One gatekeeper will be added to inventory for future use.

The lead time on ordering and receiving the gatekeepers is approximately 52 weeks. Staff is requesting authorization from Council to move forward with the purchase of the six gatekeepers as requested.

Fiscal Impact: The gatekeepers cost \$4,452.50 each. The total purchase price for the six gatekeepers will be \$26,715.00, which is an unbudgeted expense for the 2023-2024 FY budget.

Recommendation: Staff recommends approval of Resolution 2024-33 as presented.

RESOLUTION NO. R2024-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WESCO INTERNATIONAL, INC., FOR THE PURCHASE OF NON-METERED GATEKEEPERS:

Whereas, The City of Burnet meter reading mesh system is dependent on “gatekeepers” to collect and process accurate reads for distribution to the meter collection system in the processing of electric and water utility billing for the municipality; and

Whereas, The Utility department is requesting authorization to purchase six gatekeepers, five of which will be installed upon arrival, and one will serve as backup for future use; and

Whereas, The expense for the purchase of six gatekeepers is an unbudgeted Fiscal Year 2023-2024 expense in the amount of \$27,715.00.

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

Section one. Approval. The agreement with Wesco, International, Inc. for the acquisition of six gatekeepers in an amount not to exceed \$27,715.00 is hereby approved.

Section two. Authorization. The City Manager is hereby authorized to execute the contract documents approved in section one; and execute such other documents and take such other actions reasonably necessary to facilitate the purpose of this Resolution.

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

PASSED AND APPROVED to be effective this the 14th day of May 2024.

CITY OF BURNET

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary

HONEYWELL NEXT GEN GATEKEEPERS



GATEKEEPER INFORMATION

ABOUT NEXT GEN GK's

- MANAGES INTERFACE BETWEEN ENERGY AXIS LAN (SMART METERS/WATER ENDPOINTS) & HEAD-END SYSTEM.
- SYNCHRONIZES NETWORK TRAFFIC OF READING/BILLING SCHEDULE TIMES/DATES.
- COLLECTS, RECORDS AND BROADCASTS INFORMATION TO HEAD-END SYSTEM FOR DATA EVALUATION & UTILITY BILLING PURPOSES THRU MDM & CIS SYSTEMS.
- COMES IN A RUGGEDIZED NEMA ENCLOSURE WITH AC POWER & BACK-UP BATTERY POWER.
- IT CAN BE DEPLOYED USING A MIXTURE OF WAN SOLUTIONS INCLUDING LTE, SATELLITE, FIBER, WIFI, ETHERNET & PRIVATE RF.

FIELD AGE OF EXISTING GK's

- AIRPORT – OBSOLETE METERED A3 GATEKEEPER – INSTALLED 09/2010
- CITY HALL - OBSOLETE METERED A3 GATEKEEPER - INSTALLED 09/2010
- GOLF COURSE – OBSOLETE METERED A3 GATEKEEPER – INSTALLED 02/2013
- 307 S MAIN – NON-METERED GATEKEEPER – INSTALLED 03/2018
- HILL & DOGEN NON-METERED GATEKEEPER – INSTALLED 03/2018

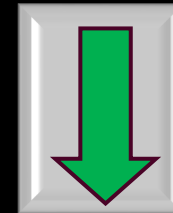
WARRANTY & PRICING



5 YEAR WARRANTY



\$ 4452.50 EACH



52 WEEK LEAD TIME



QUESTIONS



Development Services

ITEM 4.6

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

Agenda Item Brief

Meeting Date: May 14, 2024

Agenda Item: Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS SELECTING THE PROPOSAL OF HOLBROOK ASPHALT CO UNDER REQUEST FOR PROPOSAL 2024-001 STREET FOG SEAL MAINTENANCE PROJECT; AWARDDING A CONTRACT TO SAID CONTRACTOR IN THE AMOUNT OF \$357,176.33; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY: E. Belaj

Background: City staff researched the best materials to use for such maintenance. One of the reference items used was a 2016 test study by the City of Greeley Colorado. The study involved over a dozen preventative maintenance types and materials applied to neighborhood streets. Several years later, the products were evaluated based on their aesthetic and performance. City staff issued for bid 21 streets on March 27, 2024.

Information: The City recently had bid opening for this Project. The bid opening was on April 18, 2024, at 11 A.M. where 1 bid was received. The proposed improvements up for bid consist of applying High Density Mineral Bond to the surface of the pavement at minimum two coats thick. The preventative maintenance includes over 64K Square Yards of existing pavement, which includes streets such as S Vanderveer. and S Main St. A detailed list of streets is shown below in attached bid tab. The bid specified High density Polymer as it was the top performing material in the aforementioned study; however, the bidders were offered the opportunity to provide an equal or better material for pre-approval in the bid.

Bids: **Holbrook Asphalt Co** was the sole bidder offered the best value to the City at **\$357,176.33**. The project was estimated to cost under \$350K. This contractor has until approximately mid-summer to complete the work. See attached tabulated bids.

Qualification: City staff determined that this construction company has constructed many similar projects around the Central Texas area. Council may elect to take staff's recommendation below, reject all bids, or proceed with further evaluation.

Fiscal Impact:

City has the budgeted funds from the bond proceeds for this project of which the available balance is \$3.7MM.

Recommendation:

Approve Resolution No. R2024-34 as presented.

RESOLUTION NO. 2024-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS SELECTING THE PROPOSAL OF HOLBROOK ASPHALT CO UNDER REQUEST FOR PROPOSAL 2024-001 STREET FOG SEAL MAINTENANCE PROJECT; AWARDING A CONTRACT TO SAID CONTRACTOR IN THE AMOUNT OF \$357,176.33; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY.

Whereas, City Council authorized city staff to work implementing a roadway maintenance program; and

Whereas, City Council authorized City Manager or designee to evaluate the submitted proposals; and

Whereas, City staff recommends the proposal submitted by **Holbrook Asphalt Co.** be awarded the contract; and

Whereas, after considering city staff's recommendation, public testimony presented at the public meeting where this resolution was read, and the submitted proposals, City Council deems the proposal submitted by the aforementioned contractor to provide best value to the City.

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

Section one. Findings. The recitals to this resolution are deemed to be the true and correct findings of the board of directors and are incorporated herein for all purposes.

Section two. Selection and Award. City Council finds and determines the following:

- the proposal submitted by **Holbrook Asphalt Co.** in response to the noted Request for Proposal **2024-001** is hereby selected proposal for the **Street Fog Seal Maintenance Project**; and
- the Construction Contract attached hereto is hereby approved, with those general conditions, special conditions and related matters made part of Request for Proposal, incorporated therein by reference; and
- the aforementioned Construction Contract is awarded to **Holbrook Asphalt Co.**; subject to the provisions set out in Section Three below.

Section three. Authorization. The city manager is hereby authorized and directed to execute an instrument substantially similar to the Construction Contract approved in Section Two, above, for a contract amount of **\$357,176.33**; and shall take such further action and execute such ancillary documents as may be reasonably necessary to facilitate the purpose of this resolution. Notwithstanding the forgoing, the city manager authorization under this Section Three shall not become effective until the 16-th day after this award; and the city manager shall not execute the contract until such date.

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; provided that the city manager shall comply with the time restriction stated in Section Three.

PASSED AND APPROVED this the ____ day of _____ 2024.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary

CONSTRUCTION COST FOR: **BURNET 2024 STREET REHAB FOGSEAL**

The *Pay Item* reference indicates the controlling specification for each Pay Item. Pay Item references are from the specifications referenced in *the Standard Form of Agreement*, unless otherwise noted.

Contractor responsible for the validity, format, and formulas in file.
PDF documents are official

PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
GENERAL CONDITIONS & PAVING					
1	MOBILIZATION, BONDS & INSURANCE	1	LS	\$ 11,840.00	\$ 11,840.00
2	DIGITAL MESSAGE BOARDS	3	EA	\$ 2,088.63	\$ 6,265.89
3	TRAFFIC CONTROL	1	LS	\$ 38,467.50	\$ 38,467.50
E WILLOW ST (C03)					
4	FOG SEAL (HIGH DENSITY MINERAL BOND OR APPROVED EQUAL)	2,741	SY	\$ 4.10	\$ 11,238.10
E ELM ST (C04)					
5	FOG SEAL (HIGH DENSITY MINERAL BOND OR APPROVED EQUAL)	2,702	SY	\$ 4.10	\$ 11,078.20
E LIVE OAK ST (C05)					
6	FOG SEAL (HIGH DENSITY MINERAL BOND OR APPROVED EQUAL)	4,091	SY	\$ 4.10	\$ 16,773.10
E MARBLE ST (C06)					
7	FOG SEAL (HIGH DENSITY MINERAL BOND OR APPROVED EQUAL)	3,667	SY	\$ 4.10	\$ 15,034.70
E LEAGUE ST (C07)					
8	FOG SEAL (HIGH DENSITY MINERAL BOND OR APPROVED EQUAL)	2,863	SY	\$ 4.10	\$ 11,738.30
S MAIN ST (C08)					
9	FOG SEAL (HIGH DENSITY MINERAL BOND OR APPROVED EQUAL)	1,442	SY	\$ 4.10	\$ 5,912.20
S VANDEVEER ST (C09)					
10	FOG SEAL (HIGH DENSITY MINERAL BOND OR APPROVED EQUAL)	5,380	SY	\$ 4.10	\$ 22,058.00
S WEST ST (C10)					
11	FOG SEAL (HIGH DENSITY MINERAL BOND OR APPROVED EQUAL)	1,660	SY	\$ 4.10	\$ 6,806.00
W WASHINGTON ST (C11)					
12	FOG SEAL (HIGH DENSITY MINERAL BOND OR APPROVED EQUAL)	1,572	SY	\$ 4.10	\$ 6,445.20
S HAMILTON CREEK DR (C12)					
13	FOG SEAL (HIGH DENSITY MINERAL BOND OR APPROVED EQUAL)	1,551	SY	\$ 4.10	\$ 6,359.10
OAKLAND DR (C13)					
14	FOG SEAL (HIGH DENSITY MINERAL BOND OR APPROVED EQUAL)	1,399	SY	\$ 4.10	\$ 5,735.90
N WEST ST (C14)					
15	FOG SEAL (HIGH DENSITY MINERAL BOND OR APPROVED EQUAL)	3,488	SY	\$ 4.10	\$ 14,300.80
W POST OAK RD (C15)					
16	FOG SEAL (HIGH DENSITY MINERAL BOND OR APPROVED EQUAL)	1,767	SY	\$ 4.10	\$ 7,244.70
W BRIER ST (C16)					
17	FOG SEAL (HIGH DENSITY MINERAL BOND OR APPROVED EQUAL)	1,748	SY	\$ 4.10	\$ 7,166.80
W JOHNSON ST (C17)					
18	FOG SEAL (HIGH DENSITY MINERAL BOND OR APPROVED EQUAL)	897	SY	\$ 4.10	\$ 3,677.70

CONSTRUCTION COST FOR: **BURNET 2024 STREET REHAB FOGSEAL**

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PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
GENERAL CONDITIONS & PAVING					
W KERR ST (C18)					
19	FOG SEAL (HIGH DENSITY MINERAL BOND OR APPROVED EQUAL)	862	SY	\$ 4.10	\$ 3,534.20
N HAMILTON CREEK DR (C19)					
20	FOG SEAL (HIGH DENSITY MINERAL BOND OR APPROVED EQUAL)	4,891	SY	\$ 4.10	\$ 20,053.10
FANIN ST (C20)					
21	FOG SEAL (HIGH DENSITY MINERAL BOND OR APPROVED EQUAL)	1,795	SY	\$ 4.10	\$ 7,359.50
JOSEPHINE ST (C21)					
22	FOG SEAL (HIGH DENSITY MINERAL BOND OR APPROVED EQUAL)	2,430	SY	\$ 4.10	\$ 9,963.00
GARDEN TRAILS RD (C22)					
23	FOG SEAL (HIGH DENSITY MINERAL BOND OR APPROVED EQUAL)	14,546	SY	\$ 4.10	\$ 59,638.60
W TAGGARD ST (C23)					
24	FOG SEAL (HIGH DENSITY MINERAL BOND OR APPROVED EQUAL)	1,974	SY	\$ 4.10	\$ 8,093.40
PAVEMENT MARKINGS					
25	BLUE TRAFFIC BUTTON REFLECTORS	21	EA	\$ 33.91	\$ 712.11
26	SOLID WHITE 24" x 12' THERMOPLASTIC MARKER (STOP BAR)	156	LF	\$ 26.99	\$ 4,210.44
27	SOLID WHITE 24" x 13' THERMOPLASTIC MARKER (STOP BAR)	26	LF	\$ 26.99	\$ 701.74
28	SOLID WHITE 24" x 14' THERMOPLASTIC MARKER (STOP BAR)	98	LF	\$ 26.99	\$ 2,645.02
29	SOLID WHITE 24" x 6' MARKER (CROSSWALK (CONTINENTAL))	74	EA	\$ 99.00	\$ 7,326.00
30	SOLID WHITE THERMOPLASTIC PARKING LOT STRIPING	6,763	LF	\$ 2.71	\$ 18,327.73
31	SOLID WHITE THERMOPLASTIC SYMBOL (ARROW)	22	EA	\$ 217.00	\$ 4,774.00
32	ADA ACCESIBLE PARKING SPOT SYMBOL	5	EA	\$ 339.06	\$ 1,695.30
TOTAL BASE BID (TOTAL OF ITEMS IN THE COLUMNS ABOVE)				\$	357,176.33

CONSTRUCTION COST FOR: **BURNET 2024 STREET REHAB FOGSEAL**

The *Pay Item* reference indicates the controlling specification for each Pay Item. Pay Item references are from the specifications referenced in *the Standard Form of Agreement*, unless otherwise noted.

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PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
GENERAL CONDITIONS & PAVING					

ADDED BID ALTERNATE NO. 1

GENERAL CONDITION & PAVING					
1	MOBILIZATION, BONDS & INSURANCE	0	LS	\$ -	\$ -
2	REMOVE & DISPOSE OF TRAFFIC BUTTONS	0	LS	\$ -	\$ -
3	TRAFFIC CONTROL	0	LS	\$ -	\$ -
TOTAL BID ALT. NO. 1				\$	-

TOTAL BASE BID INCLUDING ADDITIONAL BID ITEMS (TOTAL OF ITEMS IN THE COLUMNS ABOVE)				\$	-
The total bid shall be entered in the space provided above, and shall also be entered in the space				Payment for all Items shall be base	

CONTRACTOR RATING SHEET

Date of Rating: April 18, 2024

Project Name: 2023F Fog Seal Project

Evaluator's Name: EB

Lowest Bid Ammt: \$ 357,536.34

Exp. Does Not Meet Criteria	0 to 5 pts
Exp. Capable of Performing Task	10 to 20 pts
Exp. Meets or Exceeds Criteria	20 to 30 pts

Criteria	Holbrook Asphalt Co																			
Bid Ammount	\$ 357,536.34																			
1 50% Project Cost	50																			
2 30% Experience & Reputation	30																			
3 10% Schedule Compliance	10																			
4 10% Other Factors	5																			
*TOTAL RATING	95																			

*Total rating is based on a scale of 1-100.

STANDARD CONSTRUCTION CONTRACT

STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTIES OF BURNET

THIS CONTRACT is made and entered into on this the _____ day of _____, 20__ by and between the CITY OF BURNET (hereinafter referred to as “**OWNER**”) and ___Holbrook Asphalt LLC___ (hereinafter referred to as “**CONTRACTOR**”). In consideration of the mutual covenants set forth, the OWNER and CONTRACTOR agree as follows:

Article I. Work

The CONTRACTOR shall perform all of the work as specified in the Contract Documents pertaining to this project. The work is generally described as follows:

2023F STREET REHAB: High Density Mineral Bond

ATTACHED ADDENDUM

Addenda numbers **2** to **2** , inclusive.

Plans and Specification prepared by: The City of Burnet

CITY OF BURNET

All extra work shall be performed as specified or indicated in the Contract Documents; and, at the CONTRACTOR’s own cost and expense, the CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services as may be necessary in order to complete the construction, as described above and in accordance with the Contract Documents unless otherwise agreed to by the OWNER.

Article II. Contract Documents

The Contract Documents may only be altered, amended or modified as provided in the General Conditions. The Contract Documents consist of: this written agreement setting forth the work to be performed; advertisement, if any; instructions to bidders, if any; proposal; addendum; specifications, including the general, special, and technical conditions, provisions, plans, or working drawings; any supplemental changes or agreements pertaining to the work or materials therefore (Change Orders); maintenance, performance and payment bonds; insurance certificate the Construction Standard Specifications as provided for in the contract documents, or if not, then as published by the City of Burnet Vista, as amended, and, any additional documents incorporated by reference. These form the Contract Documents and all are as fully a part of the Contract as if attached to this agreement or repeated herein.

Article III. Contract Time

The CONTRACTOR shall perform and complete all the items or work listed and referred to in the Contract Documents within 60 calendar days. All limitations of time set forth herein are material and are of the essence of this Contract.

Article IV. Contract Price

The OWNER shall pay the CONTRACTOR for completion of the work in accordance with the Contract Documents for the sum of **\$357,176.33**. Such payments shall be subject to the General and Special Conditions to the Contract, as contained in the Contract Documents. The Contract is a Unit Price Contract. Should CONTRACTOR need to exceed the price stated herein, CONTRACTOR shall submit a Change Order with proper documentation for written approval by the OWNER. Undertaking any work prior to receiving the approval on a Change Order shall be at CONTRACTOR'S risk and OWNER shall not be required to pay for any work undertaken unless and until such Change Order is approved by the OWNER.

Article V. Debts

The OWNER may, at its option, offset any amounts due and payable under this Contract against and debt (including taxes) lawfully due to OWNER from CONTRACTOR, regardless of whether the amount due arises pursuant to the terms of this Contract or otherwise and regardless of whether or not the debt due to OWNER has been reduced to judgment by a court.

Article VI. Miscellaneous Provisions

The terms used in this Contract shall have the same meaning as designated in the General Provisions of the Standard Specifications aforementioned, as amended. The Contract Documents, which constitute the entire agreement between the OWNER and CONTRACTOR, are listed in Article II. No assignment by either party hereto of any rights under or interests in the Contract Documents will be binding on the other party hereto without the written consent of the party sought to be bound. The OWNER reserves the right to select to build the project herein in whole or in part as needed to meet budget constraints, coordination with other project, or to better align with the needs of the OWNER. The OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives hereto to the covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the OWNER and CONTRACTOR have executed this Contract in duplicate and on the date aforementioned. All portions of the Contract Documents have been signed or identified by the OWNER and CONTRACTOR.

CONTRACTOR: NAME

CITY OF BURNET

Signature By: _____

David Vaughn

Name: _____

ATTEST:

ATTEST:

Name:

City Secretary, Kelly Dix

Address for giving notices:

Address for giving notices:

1001 Buchanan Dr. Suite 4
Burnet, Tx 78611

STREET BID AWARD

BACKGROUND

TIMELINE



October 2023: Started Crack Sealing



November 2023:
Started Fog Seal Bid Drawings



March 2024: Issue for Bid



April 2024 : Bid Opening



May 2024 Start Fog Seal



June 2024:
Completion

STREET BID AWARD

BACKGROUND

INFORMATION

- Treat 64,000 Square yards of existing pavement.
- Or, approx. 21,000 linear feet of road
- South and west of Town
- Streets like S Main, S Vanderveer, E. Marble, and E Live Oak.

STREET BID AWARD

BACKGROUND

VICINITY MAP



STREET BID AWARD

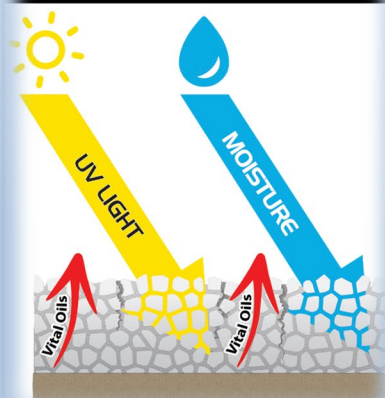
MATERIAL



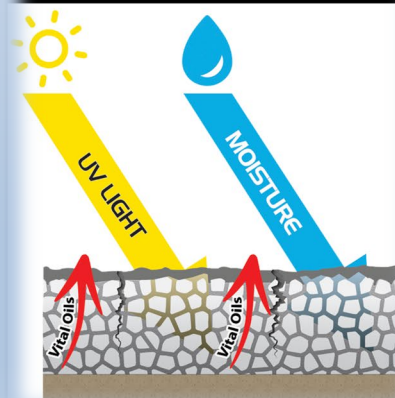
- Used mainly by Counties and Municipalities
- Protects pavement from the elements
- Used when pavement is still in “good” condition

**High Density Polymer:
A type of Fog Seal**

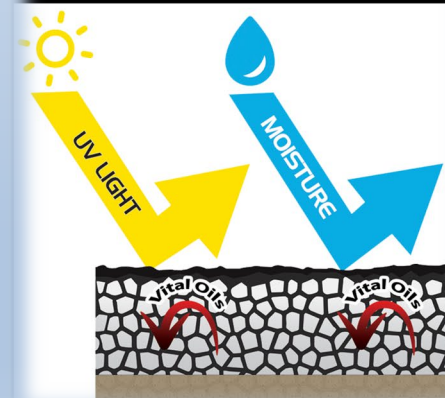
Untreated Asphalt



Conventional Sealers



HA5 HIGH DENSITY MINERAL BOND



STREET BID AWARD

FUNDING

COST AND FUNDING

- \$357,176.33 the cost to treat 21,000 linear feet of road.
- Funding from the 2022 Bond Proceeds \$3.7MM balance
- 5-year Manufacturer Warranty
- Each street will be done separately.
- Takes 8-hrs to cure; so street will be closed.
- Contractor will take residents to and from home via golf cart where possible.

STREET BID AWARD

AWARD

- Award the bid to **Holbrook Asphalt Co** in the amount of **\$357,176.33.**

CONSTRUCTION COST FOR: **BURNET 2024 STREET REHAB FOGSEAL**

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2	DIGITAL MESSAGE BOARDS	3	EA	\$ 2,088.63	\$
3	TRAFFIC CONTROL	1	LS	\$ 38,407.50	\$
E WILLOW ST (C20)					
4	FOG SEAL (HIGH DENSITY MINERAL BOND OR APPROVED EQUAL)	2,741	SY	\$ 4.10	\$
E ELM ST (C24)					
7	FOG SEAL (HIGH DENSITY MINERAL BOND OR APPROVED EQUAL)	2,702	SY	\$ 4.10	\$
E LIVE OAK ST (C25)					
8	FOG SEAL (HIGH DENSITY MINERAL BOND OR APPROVED EQUAL)	4,091	SY	\$ 4.10	\$
E MARBLE ST (C26)					
7	FOG SEAL (HIGH DENSITY MINERAL BOND OR APPROVED EQUAL)	3,867	SY	\$ 4.10	\$
E LEAGUE ST (C27)					
8	FOG SEAL (HIGH DENSITY MINERAL BOND OR APPROVED EQUAL)	2,893	SY	\$ 4.10	\$
S MAIN ST (C28)					
9	FOG SEAL (HIGH DENSITY MINERAL BOND OR APPROVED EQUAL)	1,442	SY	\$ 4.10	\$
S VANDEVEER ST (C29)					
10	FOG SEAL (HIGH DENSITY MINERAL BOND OR APPROVED EQUAL)	5,380	SY	\$ 4.10	\$
S WEST ST (C16)					
11	FOG SEAL (HIGH DENSITY MINERAL BOND OR APPROVED EQUAL)	1,650	SY	\$ 4.10	\$
W WASHINGTON ST (C11)					
12	FOG SEAL (HIGH DENSITY MINERAL BOND OR APPROVED EQUAL)	1,572	SY	\$ 4.10	\$
S HAMILTON CREEK DR (C12)					
13	FOG SEAL (HIGH DENSITY MINERAL BOND OR APPROVED EQUAL)	1,551	SY	\$ 4.10	\$
OAKLAND DR (C13)					
14	FOG SEAL (HIGH DENSITY MINERAL BOND OR APPROVED EQUAL)	1,349	SY	\$ 4.10	\$
N WEST ST (C14)					
15	FOG SEAL (HIGH DENSITY MINERAL BOND OR APPROVED EQUAL)	3,488	SY	\$ 4.10	\$
W POST OAK RD (C15)					
16	FOG SEAL (HIGH DENSITY MINERAL BOND OR APPROVED EQUAL)	1,767	SY	\$ 4.10	\$
W BRIER ST (C16)					
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20	FOG SEAL (HIGH DENSITY MINERAL BOND OR APPROVED EQUAL)	4,891	SY	\$ 4.10	\$ 20,053.10
FANIN ST (C20)					
21	FOG SEAL (HIGH DENSITY MINERAL BOND OR APPROVED EQUAL)	1,795	SY	\$ 4.10	\$ 7,359.50
JOSEPHINE ST (C21)					
22	FOG SEAL (HIGH DENSITY MINERAL BOND OR APPROVED EQUAL)	2,430	SY	\$ 4.10	\$ 9,963.00
GARDEN TRAILS RD (C22)					
23	FOG SEAL (HIGH DENSITY MINERAL BOND OR APPROVED EQUAL)	14,546	SY	\$ 4.10	\$ 59,838.80
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24	FOG SEAL (HIGH DENSITY MINERAL BOND OR APPROVED EQUAL)	1,974	SY	\$ 4.10	\$ 8,093.40
PAVEMENT MARKINGS					
25	BLUE TRAFFIC BUTTON REFLECTORS	21	EA	\$ 33.91	\$ 712.11
26	SOLID WHITE 24" x 12" THERMOPLASTIC MARKER (STOP BAR)	156	LF	\$ 26.99	\$ 4,210.44
27	SOLID WHITE 24" x 13" THERMOPLASTIC MARKER (STOP BAR)	26	LF	\$ 26.99	\$ 701.74
28	SOLID WHITE 24" x 14" THERMOPLASTIC MARKER (STOP BAR)	98	LF	\$ 26.99	\$ 2,645.02
29	SOLID WHITE 24" x 6" MARKER (CROSSWALK (CONTINENTAL))	74	EA	\$ 99.00	\$ 7,326.00
30	SOLID WHITE THERMOPLASTIC PARKING LOT STRIPING	6,783	LF	\$ 2.71	\$ 18,327.73
31	SOLID WHITE THERMOPLASTIC SYMBOL (ARROW)	22	EA	\$ 217.00	\$ 4,774.00
32	ADA ACCESSIBLE PARKING SPOT SYMBOL	5	EA	\$ 339.06	\$ 1,695.30
TOTAL BASE BID (TOTAL OF ITEMS IN THE COLUMNS ABOVE)					\$ 357,176.33



Development Services

ITEM 4.7

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

Agenda Item Brief

- Meeting Date:** May 14, 2024
- Agenda Item:** Discuss and consider action: Authorize \$40,000 funding for the TCEQ Wastewater Plant Permit Renewal and associated expenses: E. Belaj
- Background:** The City is required to maintain an active permit status with TCEQ for the treatment and disposal of the wastewater. The current permit expires on April 3, 2025, and the process to renew this permit takes over 8-months. Under normal circumstances the City would wait until the budget is approved for this expense. However, the review and approval times with this state agency are extensive, thus the early start of the renewal process would assure the City received approval before the expiration of the current permit.
- Information:** The attached quote is from Quiddity, an engineering firm which previously renewed the City's permit. The cost of the renewal is \$32,500 with another \$7,000 in associated expenses.
- Fiscal Impact:** The funding is proposed to come from fund 45 of the Water/Wastewater Capital Projects Fund. Moreover, the City will present a budget amendment for this item before the Fiscal Year end.
- Recommendation:** Authorize the expenditure of \$40,000 for the TCEQ Wastewater Plant Permit Renewal and associated expenses.



3100 Alvin Devane Boulevard, Suite 150
Austin, TX 78741-7425
Tel: 512.441.9493
www.quiddity.com

April 22, 2024

Mr. Eric Belaj, PE, CFM
City Engineer – City of Burnet
P.O. Box 1369
Burnet, TX 78611

Re: Proposal for Professional Engineering Services for
City of Burnet Wastewater Treatment Facility TPDES Permit Renewal
City of Burnet, Texas

Dear Mr. Belaj:

Quiddity Engineering, LLC (Quiddity) appreciates the opportunity to present this proposal for professional engineering services to the City of Burnet (the Client) in connection with the Texas Pollutant Discharge Elimination System (TPDES) permit renewal application and sludge land application report.

Project Understanding

Quiddity understands that the Client owns and operates a 1.7 MGD Wastewater Treatment Plant (WWTP), located at 301 Waste Water Plant Drive, City of Burnet, Burnet County, Texas 78611. The WWTP is permitted through the Texas Pollutant Discharge Elimination System (TPDES) by the Texas Commission on Environmental Quality (TCEQ) under Permit Number WQ0010793002, which expires on April 3, 2025.

The Engineer understands the Client intends to renew the TPDES Permit with the assumption no changes are required to the current plant phase of 1.7 MGD. The TCEQ requires this permit renewal application be submitted for review no later than October 5, 2024, which is 180-calendar days prior to the permit expiration date. The existing permit also contains authorization for the disposal of sludge waste by land application onto property owned by the Client. Our understanding is this permit will be renewed with no minor or major amendments. Renewal of the discharge permit includes renewal of the authorization to land apply sludge.

Based on our understanding of the project and the review and approval process, we prepared the following scope of services and proposal for your consideration.

Scope of Services

Services to be provided by Quiddity include:

TPDES Permit Renewal

1. Preparation of the Permit Renewal Application
 - a. Complete the TPDES permit renewal application including Administrative Report 1.0, Supplemental Permit Information Form (SPIF), Core Data Form, Plain Language Summary, Technical Report 1.0, Technical Report 2.0, Technical Report 4.0, Technical Report 5.0, and Technical Report 6.0.



Mr. Eric Belaj, PE, CFM

Page 2

April 22, 2024

- b. Prepare exhibits including Original USGS Map, Flow Diagrams, Service Area Map, Stream Observation of Outfall, Treatment Plant Units and Treatment Process,.
 - c. Complete the Renewal Application for Beneficial Land Use of Sewage Sludge including: Affected Landowners Map, General Highway (County) Map, USGS Map, USDA-NCRS Soil Map, FEMA Map, Nutrient Management Plan, TCEQ Transporters Registration Approval Documents, Soil Analysis, Biosolids/Residuals Analysis, Metals and Nutrient Concentration Testing, Agronomic Rate Calculations, Pathogen Reduction Options, Vector Attraction Reduction Options, and On-site Storage Exhibit.
 - d. Coordinate with the Client's Operator to have effluent and soil sampled and analyzed. Client **Operator is responsible for scheduling and payment of all services related to effluent testing, analysis, and testing results.**
 - e. Submit all documents noted above to the Client for review and approval, following submission to the TCEQ.
 - f. Should the TCEQ require additional forms, exhibits, or documentation to be completed and submitted beyond the standard expectations noted above, then they can be completed for additional compensation.
2. Permit Coordination
- a. Respond to TCEQ regarding comments to deem the application administratively complete.
 - b. Review Notice of Receipt of Application and Intent to Obtain Water Quality Permit Renewal, coordinate with newspaper publishers to publish the notice and deliver the completed application for public display.
 - c. Respond to TCEQ regarding comments during the technical review process.
 - d. Review and summarize the draft permit and provide comments to the TCEQ.
 - e. Review Notice of Application and Preliminary Decision, coordinate with newspaper publishers to publish the notice and place the completed draft permit on public display.
 - f. Summarize the final permit requirements and distribute the final permit to the Client.
3. Project Management
- a. Project Management to include invoicing, maintenance of the schedule through the estimated permit coordination period outline in the project schedule, and email status updates at major milestones. Milestones updates will be provided during the application preparation phase, submission of the application to the TCEQ, declaration of administrative completeness by the TCEQ, publication of required notices (NORI and NAPD), review of the draft permit, and issuance of the final permit.

Reimbursable Expenses

4. TCEQ permit application review fees, advertising fees, travel, mailing expenses, reproduction expenses, and delivery fees.



Mr. Eric Belaj, PE, CFM

Page 3

April 22, 2024

List of Deliverables

1. Permit Renewal Application (Including Beneficial Land Use Application) (Electronic)
2. Draft Permit with Summary (Electronic)
3. Renewal TPDES Permit with Summary (Electronic)

Compensation

Compensation for the Scope of Services described above will be performed on either a lump sum or cost plus 10% basis as noted below:

TPDES Permit Renewals	(Lump Sum)	\$27,500
Reimbursable Expenses	(Estimated Cost + 10%)	\$ 5,000
Total Estimated Compensation		\$32,500

*The permitting process may require additional services that are outside of Quiddity's control or ability to predict at this time. We will notify you of any necessary additional services, if any, prior to proceeding with such work, including a proposal and schedule adjustment for the additional effort.

Exclusions

This proposal does not include additional correspondence or meetings with the Client necessary for the permit renewal applications, TCEQ regarding permit coordination, extended project management past the anticipated permit coordination period shown below, laboratory testing, and other on-call services deemed necessary by the Client. If comments are received during the permit coordination phase this is outside the Engineer's control and may warrant additional services.

This proposal does not include any updates to the renewal applications based on the Industrial User Pretreatment Survey which was provided to TCEQ on June 3, 2020 from the City of Burnet. To our knowledge, no information has been received by TCEQ determining if an Industrial User Pretreatment Program is required for TPDES Permit Number WQ0010993002. Should the TCEQ determine the Industrial Users provided in the Survey are considered significant the City of Burnet may be required to develop a new program and adhere to federal and state requirements.

Compensation for Additional Services will require separate authorized by the Client for approval before proceeding with the additional scope of services.



Mr. Eric Belaj, PE, CFM

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April 22, 2024

Project Schedule

Quiddity will complete the scope of services defined herein according to the following schedule. Note that dates shown are estimated based on the Client’s approval of the proposal and completion on the permit application. The effective start date from issuance of Notice to Proceed is seven (7) calendar days.

Submit TPDES Permit Renewal Applications:	120	calendar days*
<u>Permit Coordination:</u>	<u>300</u>	<u>calendar days*</u>
Total Estimated Duration	420	calendar days

* The estimated timeframe to prepare the permit renewal application and submit to the TCEQ assumes authorization will be received in May 2024 from the Client. If the Client is unable to release authorization by the requested deadline this may affect the Engineer’s ability to renew the permit and the Client’s Operator to coordinate and schedule effluent testing. Following the application submission to the TCEQ for review, we estimate 300-calendar days based on recent review times from the TCEQ on similar permit applications. Please note this estimated timeframe for permit coordination is outside the Engineer’s control. If the TCEQ receives public comment, the permit is contested, or the TCEQ requires additional items, the schedule will be substantially delayed. These events would require a longer delivery and additional costs to manage and complete the permit process.



Mr. Eric Belaj, PE, CFM

Page 5

April 22, 2024

Special Considerations

This proposal is based on the following special considerations:

1. This proposal shall be subject the enclosed General Conditions of the Agreement.
2. During the permitting process, various situations may arise that are outside of the services described above and may necessitate additional services. These situations could include TCEQ required surveying or stream modeling, corresponding about, or addressing a public comment or hearing request, additional studies, feasibilities or cost analyses required by TCEQ, involvement or correspondence with a contested permit, environmental or archaeological research requests from TCEQ, or other non-standard issues requested by TCEQ. In any of these events, we can perform additional engineering services to assist with the permitting process for additional compensation. We will notify you of any necessary additional services, if any, prior to proceeding with such work, including an estimated fee proposal.
3. Reimbursable expenses including outside services not performed by Quiddity personnel shall be provided in accordance with the enclosed Schedule of Reimbursable Expenses, which is subject to change each year.
4. The proposed fees shall be considered in their entirety for the base scope of services. Should you wish to contract with us for only a portion of the work, we reserve the right to negotiate individual scope items on their own merits.
5. This proposal shall be valid for sixty (60) calendar days from this date and may be extended upon approval by the signer of this proposal or executive officer of the firm.



Mr. Eric Belaj, PE, CFM

Page 6

April 22, 2024

We thank you for the opportunity to submit this proposal and look forward to working with you on this project. An executed copy of this proposal will serve as our notice to proceed. Should you have any questions, please call 713.777.5337.

Sincerely,

A handwritten signature in black ink that reads "Michael P. Gurka".

Michael P. Gurka, PE
Division Manager – Permitting

Sincerely,

A handwritten signature in black ink that reads "Amy W. Stonaker".

Amy W. Stonaker, PE
Senior Engineer – Water Practice

MPG/vss

V:\Practice Workspace\Water\Permitting\TPDES Permits\Proposals, LOEs, Risk Matrix\City of Burnet\City of Burnet TPDES Permit Renewal Proposal 20240422.docx

Enclosures

APPROVED BY:

Signature

Name and Title (Printed)

Date

GENERAL CONDITIONS OF AGREEMENT

QUIDDITY ENGINEERING, LLC

PROCEEDING WITH SERVICES

These General Conditions of Agreement are a part of the Agreement for Professional Services (Agreement) between CLIENT and Quiddity Engineering, LLC (ENGINEER). CLIENT agrees that these General Conditions of Agreement shall be binding upon CLIENT when CLIENT requests that ENGINEER proceed with ENGINEER's services described in the proposed Agreement that they accompany. Signing of the Agreement or requesting that ENGINEER proceed with services shall be CLIENT's authorization for ENGINEER to proceed unless stated otherwise in the Agreement.

STANDARD OF CARE

ENGINEER's services performed under this Agreement shall be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing in the same discipline, locality, conditions and circumstances as ENGINEER. ENGINEER makes no representations or warranties, express or implied, with respect to this Agreement, its performance or in any report, opinion or Document, as defined below, prepared by ENGINEER.

PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this Agreement, shall pay ENGINEER for services performed and reimbursable expenses incurred in accordance with ENGINEER's then-current rate schedule and direct expense reimbursement policy. Invoices shall be submitted by ENGINEER on a monthly basis, and the full amount shall be due and payable to ENGINEER upon receipt. If the CLIENT disputes any portion of an invoice, the CLIENT shall notify ENGINEER in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute. The CLIENT shall pay any excise, VAT, gross receipts, or sales tax imposed upon ENGINEER's services.

The CLIENT shall pay ENGINEER the lesser of the highest non-usurious interest rate or 0.75% per month on the due but unpaid balance owed ENGINEER beginning thirty (30) days from receipt of the respective invoices. Payment thereafter shall be first applied to accrued interest and then to principal.

CLIENT INFORMATION

ENGINEER shall be entitled to rely upon the completeness and accuracy of information supplied by or through CLIENT.

OWNERSHIP OF DOCUMENTS

A complete electronic copy of all signed, sealed or otherwise designated as final, documents, including drawings, opinions of probable construction cost, specifications, field notes, reports and data prepared by ENGINEER under this Agreement or for the specific project to which they relate (Documents) shall become the property of CLIENT upon CLIENT's full payment to ENGINEER for all sums owed. For so long as CLIENT has not materially breached this Agreement, ENGINEER grants to CLIENT a non-exclusive, limited license to use the Documents for the permitting, construction, maintenance, replacement and use of such project but for no other purpose. Any other use of the Documents is prohibited. CLIENT shall indemnify, hold harmless and defend, and

waives all claims against, ENGINEER from all Loss, as defined below, arising from any unauthorized use of the Documents in which CLIENT engages or permits.

COST ESTIMATES

Cost estimates prepared by ENGINEER represent its judgment as a design professional familiar with the construction industry. The CLIENT recognizes, however, that ENGINEER has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining prices; or over competitive bidding or market conditions. Accordingly, ENGINEER cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget or any cost estimates prepared by ENGINEER.

CONSTRUCTION PHASE SERVICES

When providing any services during the construction phase, ENGINEER shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Contractor's Work, nor shall it be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Documents.

INSURANCE

ENGINEER agrees to maintain: Workers' Compensation Insurance to cover all of its personnel engaged in performing services for the CLIENT under this Agreement; Commercial General Liability and Automobile insurance; and Professional Liability Insurance. Certificates of insurance are available upon request.

CONSEQUENTIAL DAMAGES

TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ALL CLAIMS AGAINST EACH OTHER FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OF THE PROJECT AND LOSS OF PROFIT, INCURRED BY EITHER PARTY ALLEGEDLY DUE TO THE FAULT OF THE OTHER REGARDLESS OF THE NATURE OF THE FAULT.

LIMITATION OF LIABILITY

THE CLIENT AND ENGINEER, HAVING BALANCED THEIR RESPECTIVE RISKS AND REWARDS TO BE REALIZED UNDER THIS AGREEMENT, AGREE THAT THE TOTAL LIABILITY OF ENGINEER TO CLIENT FOR ANY LOSS, AS DEFINED BELOW, WHETHER ARISING UNDER THIS AGREEMENT, ANY SERVICES PROVIDED OR THE PROJECT SHALL NOT EXCEED IN THE AGGREGATE THE TOTAL PROFESSIONAL FEE PAID TO ENGINEER. THE CLIENT WAIVES ANY AND ALL LOSS AND CLAIMS FOR LOSS AGAINST ENGINEER IN EXCESS OF SUCH LIMITATION. CLIENT FURTHER WAIVES ALL CLAIMS FOR LOSS AGAINST THE INDIVIDUAL OWNERS, SHAREHOLDERS, OR EMPLOYEES OF ENGINEER AND SHALL LOOK SOLELY TO ENGINEER FOR SATISFACTION OF ANY SUCH CLAIMS OF LOSS.

THE TERM "LOSS" MEANS ANY AND ALL ACTUAL AND ALLEGED LOSS, COSTS AND DAMAGES OF ANY NATURE (INCLUDING WITHOUT LIMITATION, ACTUAL, SPECIAL AND CONSEQUENTIAL DAMAGES, VICARIOUS LIABILITY,

GENERAL CONDITIONS OF AGREEMENT

QUIDDITY ENGINEERING, LLC

PERSONAL INJURY, DEATH, PROPERTY DAMAGE INCLUDING LOSS OF USE THEREOF, AND ECONOMIC LOSS); AND ANY EXPENSE (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S AND EXPERTS' FEES AND COSTS OF LITIGATION AND DEFENSE) CLAIMED THROUGH ANY DIRECT CLAIMS, CROSS-CLAIMS, COUNTERCLAIMS OR CLAIMS FOR SUBROGATION, CONTRIBUTION OR INDEMNITY THAT ARISE, IN WHOLE OR IN PART, IN CONNECTION WITH THIS AGREEMENT, ITS PERFORMANCE OR INTERPRETATION OR WITH RESPECT TO THE PROJECT OR SERVICES THE AGREEMENT DESCRIBES.

INDEMNIFICATION

THE CLIENT AND ENGINEER INTEND THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL OF THE TERMS OF THIS AGREEMENT AND ANY OF ITS CONSTITUENT PARTS THAT REQUIRE CLIENT TO INDEMNIFY, DEFEND, HOLD HARMLESS OR RELEASE ENGINEER OR THAT WAIVE ANY CLAIMS OR DAMAGES AGAINST ANY ANOTHER PARTY SHALL BE ENFORCED REGARDLESS OF WHETHER ANY SUCH CLAIMS, CAUSES OF ACTION, LOSS OR DAMAGES ARE CAUSED, OR ARE ALLEGED TO BE CAUSED, BY ANY NEGLIGENCE, NEGLIGENT MISREPRESENTATION, BREACH OF CONTRACT OR BREACH OF ANY OTHER DUTY OR OBLIGATION OF THE PARTY INDEMNIFIED, DEFENDED, HELD HARMLESS OR RELEASED OR OF ANY PARTY AGAINST WHOM SUCH CLAIMS, CAUSES OF ACTION, LOSS OR DAMAGES ARE WAIVED. ANY SUCH INDEMNITY, DEFENSE, HOLD HARMLESS, RELEASE OBLIGATIONS OR WAIVER PROVISION SHALL SURVIVE TERMINATION OR EXPIRATION OF THE AGREEMENT.

TERMINATION

Either party may terminate this AGREEMENT with or without cause at any time prior to completion of ENGINEER's services upon seven (7) days' written notice to the other party at the addresses of record. The CLIENT shall pay ENGINEER for all serves performed and reimbursable expenses incurred through the date of termination.

ADDITIONAL TERMS

Neither party may assign, sublet, or transfer this Agreement or their interest in this Agreement without the prior written consent of the other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the CLIENT or ENGINEER.

In the event any one or more provisions of this Agreement, or the application thereof to any person or circumstance, shall for any reason be held invalid, illegal or unenforceable in any respect, any such invalidity, illegality or unenforceability shall be deemed stricken and shall not affect any other provision of this Agreement or the application of such provisions to other persons or circumstances, and the balance of this Agreement shall be enforced to the greatest extent permitted by law.

This Agreement shall be governed by the laws of the State of Texas. Exclusive venue for any dispute between the parties concerning the Agreement, its interpretation or performance, or the project shall be in a district court in Harris County, Texas.



SCHEDULE OF REIMBURSABLE EXPENSES

Effective January 2019

Subject to Annual Revision

1. Reproduction performed in office

<u>Size</u>	<u>Black & White</u>	<u>Color</u>
8½ x 11 (single-sided)	\$0.05/page	\$.50/page
8½ x 11 (double-sided)	\$0.15/page	\$ 1.00/page
8½ x 14	\$0.15/page	\$.75/page
11 x 17	\$0.20/page	\$ 1.00/page
<u>Large Document Prints/Plots</u>	<u>Black & White</u>	<u>Color</u>
Bond	\$0.20/sq ft	\$ 1.00/sq ft
Photographic Bond	\$4.00/sq ft	\$ 5.00/sq ft
Mylar (4 mil)	\$2.00/sq ft	N/A

Aerial Backgrounds

All sizes \$5.00/sheet (plus above sq. ft. cost)

2. Transportation (mileage): Standard IRS mileage rate in effect
3. Subcontracts and all other outside expenses and fees: Cost, plus 10% service charge
4. Surveying Expenses
 - a. Crew Rates: Includes time charged portal to portal and the first 120 miles of transportation and standard survey equipment
 - b. Special Rental Equipment: Cost, plus 10%
 - c. Stakes: Cost, plus 10% service charge when an excessive number of wooden stakes or any special stakes are required
 - d. Iron Rods and Pipes: Cost, plus 10%
 - e. All-Terrain Vehicle (ATV): \$150/day
 - f. Overnight Stays: \$190/night
 - g. Overtime Rates: Jobs requiring work on weekends or holidays billed at 1.5 times the standard rate
 - h. Sales Tax: To be paid on boundary-related services.
 - i. Deliveries, abstracting services, outside reproduction costs, and other reimbursable expenses charged at cost, plus 10%

Final 2022
Standard



Fire Department

ITEM 4.8

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

Action

Meeting Date: May 14, 2024

Agenda Item: Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING A CONTRACT WITH MIKE PIETSCH, P.E. CONSULTING SERVICES, INC.: M. Ingram

Background: Insurance Service Office (ISO) audits the City of Burnet Fire Department every five years. It has been seven years since the last audit.

Information: ISO Class Ratings affect insurance premiums. Burnet Fire Department is currently rated as a class 2/2x. Class 2x = properties within five road miles of a fire station but beyond 1,000 feet of a hydrant.

There are two phases involved in an ISO survey. The first prepares ISO pre-survey packets along with the required support data and includes a site visit. The second phase assists with the information transfer to the ISO Field Representative.

The Fire Department is seeking approval and authorization from Council to enter into a contract with Mike Pietsch, P. E. Consulting Services, Inc. The total cost to complete both phases of the project will not exceed \$25,000.00.

Fiscal Impact: The total purchase price of the contract with Pietsch Consulting Services is \$25,000. This is a non-budgeted expense for the General Fund Self-Funded account for the 2023-24 FY budget.

Recommendation: Approve Resolution No. R2024-35 as presented.

RESOLUTION NO. R2024-35

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET,
TEXAS APPROVING A CONTRACT WITH MIKE PIETSCH, P.E.
CONSULTING SERVICES, INC.**

Whereas, the Insurance Service Office (ISO) audits the City of Burnet Fire Department every five years, and

Whereas, there are two parts involved in an ISO survey, including pre-survey packets and an information transfer to the ISO Field Representative; and

Whereas, the City of Burnet Fire Department is currently rated as a class 2/2x; and

Whereas, the total purchase price of the contract with Mike Pietsch, P. E. Consulting Services, Inc. is not to exceed \$25,000; and

Whereas, this is a non-budgeted expense for the General Fund Self-Funded account for the 2023-24 FY budget.

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

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

Section 2. Proceedings. The City Council does hereby approve the expenditure of \$25,000 from the General Fund Self-Funded account in the 2023-2024 FY Budget for a contract with Mike Pietsch, P. E. Consulting Services, Inc.

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 May 2024.

CITY OF BURNET, TEXAS

ATTEST:

Gary Wideman, Mayor

Maria Gonzales, City Secretary



Assisting Communities
With Their I.S.O. Rating

Mike Pietsch, P.E. Consulting Services, Inc.

3101 S. Country Club Rd.

Garland, TX 75043-1311

972.271.3292 Phone

214.728.6507 Cell

972.840.6665 Fax

michaelpietsch@tx.rr.com

April 29, 2024

City of Burnet
C/O Mr. John Miller
Asst. Fire Chief
Burnet Fire Department
2002 S. Water St.
Burnet, TX 78661

Dear Chief Miller:

There are 2 phases involved in an ISO survey. The first is to prepare the 24 ISO pre-survey packets along with the required support data for the areas afforded fire hydrant protection approximately 2 months prior to the actual field survey commencing. This phase requires a site visit in the City of Burnet to prepare the information to complete 24 ISO pre-survey packets and assimilate the extensive amount of support data required to verify the information within the packets. Unlike the ISO surveys prior to March 1, 2015; ISO now requires the Pre-Survey Packets and all support data completed prior to the survey commencing. This makes perfect sense. Therefore, ISO will know when they arrive in the City of Burnet exactly what they would like to check. This expedites the actual field survey and gives us the opportunity to set all appointments and field examinations prior to ISO arriving.

The second phase is a return visit to the City of Burnet and assist the city with the information transfer to the ISO Field Representative.

I was the consultant assisting the City of Burnet when the last ISO rating was established.

Recently in the general vicinity of the City of Burnet I assisted the Cities of San Antonio, Lockhart, and Cibolo along with the Emergency Services Districts of Bexar County ESD #2, Bexar County ESD #5, Bexar County ESD #7, and Comal County ESD #3.

I am uniquely qualified to assist the City of Burnet throughout this process in 2024.

The total cost to the Burnet to complete both projects for the areas afforded fire hydrant protection will not exceed **\$25,000 (this total being contingent upon completing both phases)**. *The total for both projects does not include*

additional site visits such as City Council presentations or workshops. 2 site visits will be required and only 2 site visits are within the scope of this proposal.

Payment occurs only at the conclusion of each phase.

Please note that I am a Registered Professional Civil Engineer in the State of Texas - License # 45719. It requires a Civil Engineer to analyze the Water Supply (38% of the entire rating) and prepare the water supply section's support data for an ISO survey (especially the hydraulic modeling of the flow tests and then the mapping of the flow tests versus the fire demand). My firm is also registered in the State of Texas: License # F-13781. All communities hire me without a RFP or RFQ thru a professional services contract. Hiring a licensed professional does not require the bidding process regardless of the cost.

Sincerely yours,

Mike Pietsch, P.E.
Civil Engineer

MP/spp

**Proposals - City of Burnet
Cover Letter
Areas Afforded Fire Hydrant Protection**

ISO Survey

(Insurance Service Office)

2024





-
- ISO audits every 5 years.
 - Ratings effect Insurance premiums.
 - We are currently rated as a class 2/2x. Class 2x = Properties within five road miles of a fire station but beyond 1,000 feet of a hydrant.





What criteria does ISO use to assess the ISO rating.

- ISO scores water distribution, fire department equipment and manpower, fire alarm facilities, and other factors.
- The score is then converted into a Public Protection Classification (PPC). In Texas, a perfect score in the categories below is 109.76.
- Most points available in each PPC category:
 - ❖ 10 points – Emergency communications
 - ❖ 50 points – Fire department review
 - ❖ 40 points – Water supply review
 - ❖ 5.5 points – Community risk reduction
 - ❖ 4.26 points – Texas exceptions for training and technology

ISO Consultant

- Mike Pietsch retired after 30 years with ISO, then he started PE Consulting services.
- Mike conducted the consulting work for our 2010 and 2017 audits.
- The ISO consultant survey is a 2-phase process.
- In the initial phase, Mike will be present on-site to assist in compiling the substantial amount of supporting data required to finalize the pre-survey packet, as well as the supporting data for the area covered by fire hydrant protection.
- The second phase Mike will be on-site to assist the city with the information transfer to the ISO field representative.
- The total cost to complete the ISO consultant survey will not exceed \$25,000. (This total being contingent upon completing both Phases).



Finance Department

ITEM 4.9

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

Action

Meeting Date: May 14, 2024

Agenda Item: Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH TYLER TECHNOLOGIES FOR MERCHANT SERVICES: P. Langford

Background: The City of Burnet currently uses Elavon (formerly ETS) as their credit card processor. Tyler Technologies/Incode informed us that moving forward they will no longer support the integration between Elavon and ERP Pro (Incode 10). This impacts the City's payment processing for utilities, court, hotel tax, and EMS transport payments. Moving forward, the City's only integrated credit card processing options will be Tyler Payments or Open Edge. After researching the options, staff decided that it would be more advantageous to use Tyler Payments.

Information: The benefits of moving to Tyler Payments include; continued built in payment integration; eliminates the need to work with an additional vendor; work directly with support staff if there are issues processing credit card payments; improve bank reconciliation process because the integration is developed by Tyler Tech; ability to offer eChecks as a form of payment; Top Tier PCI Compliance; access to future enhancements to the billing platform that you would not have with a 3rd party processor; free 5-month tailored marketing campaign to help raise awareness of the online services; an assigned payment consultant focused on supporting Burnet.

Fiscal Impact: There are no implementation costs for this change but there will be a one-time cost of \$2,645 to purchase five new EMV card terminals for \$529 each. The annual and monthly payment processing fees will vary slightly from the fees we are currently paying Elavon but based on historical comparisons, we are expecting to see an overall monthly savings of between \$300 and \$400 over Elavon.

Recommendation: Approve Resolution No. R2024-36 as presented.

RESOLUTION NO. R2024-36

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH TYLER TECHNOLOGIES FOR MERCHANT SERVICES

Whereas, the City of Burnet accepts credit/debit cards for such payments as utility bills, court payments, hotel tax payments, and EMS transport payments; and

Whereas, Tyler Technologies provides the City's ERP software and moving forward will no longer support integration with Elavon (the City's current merchant services provider) for credit card payments; and

Whereas, Staff respectfully requests approval from the Mayor and City Councilmembers to enter a three-year agreement with Tyler Technologies for ERP Pro Enterprise Payments and Municipal Justice Payments to provide fully integrated merchant services for the City.

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

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

Section 2. Proceedings. The City Council does hereby approve the attached contractual agreement entitled Payment Processing Agreement.

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 May 2024.

ATTEST:

CITY OF BURNET, TEXAS

Maria Gonzales, City Secretary

Gary Wideman, Mayor

Payment Processing Agreement

This Payment Processing Agreement (this "Processing Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Client (the "Merchant").

1. ACKNOWLEDGEMENTS

a. By executing this Processing Agreement or an accompanying Order Form, Merchant is contracting with Tyler to obtain Card processing services on Merchant's behalf.

b. Merchant acknowledges that Tyler contracts with a payment processor (a "Processor"), Members, and other third party providers to provide services under this Processing Agreement, and Merchant hereby consents to the use of such Processor, Members, and others to provide such services.

c. To the extent elected in the Order Form, Tyler will provide Client with eCheck/ACH payment processing services for any eligible account as a turn-key solution or by presenting ACH Transactions in a NACHA Standard file submission to Merchant's Originating Depository Financial Institution (ODFI) as agreed to in the Order Form. ACH Transactions and Card Transactions may collectively be referred to as "Transactions."

2. MEMBER BANK AGREEMENT REQUIRED

a. When Merchant's customers pay Merchant through Tyler, Merchant may be the recipient of a Card funded payment. The organizations that operate these Card systems (such as Visa U.S.A., Inc. and MasterCard International Incorporated; collectively, the "Associations") require that Merchant (i) enter into a direct contractual relationship with an entity that is a member of the Association and (ii) agree to comply with Association Rules as they pertain to applicable Card Transactions that Merchant submits through Tyler.

b. Merchant shall complete an application with the Member with which Tyler has contracted and execute an agreement with such Member (the "Member Bank Agreement"). By executing a Member Bank Agreement, Merchant is fulfilling the Association Rule of entering into a direct contractual relationship with a Member, and Merchant agrees to comply with Association Rules as they pertain to Card Transactions Merchant submits for processing through the Tyler service.

c. Merchant acknowledges that Tyler may have agreed to be responsible for some of Merchant's obligations to a Member for such Transactions as set forth in the Member Bank Agreement. Member may debit the Merchant Bank Account for chargebacks, returns, refunds and other fees, however, in the event Member assesses any such chargeback, returns, refunds, or other fees to Tyler, Tyler may invoice the same to Merchant.

3. SETTLEMENT AND CHARGEBACKS

a. Merchants Bank Account. In order to receive funds, Merchant must maintain a bank account (the "Merchant Bank Account") at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system. Merchant agrees not to close the Merchant Bank Account without giving Tyler at least thirty (30) days' prior written notice and substituting another bank account. Merchant is solely liable for all fees and costs associated with Merchant Bank Account and for all overdrafts. Tyler shall not be liable for any delays in receipt of funds or errors in bank account entries caused by third parties, including but not limited to delays or errors by the Member Bank or payment processor to Merchant Bank Account.

b. Settlement. Transactions shall be settled according to the terms of the Member Bank Agreement using the account(s) which are designated by Merchant.

c. Chargebacks, Returns and Refunds. Chargebacks, returns and refunds paid for ACH Transactions shall be paid by Merchant in accordance with the Member Bank Agreement.

d. Retrieval Requests. Merchant is required by the Associations to store original documentation, and to timely respond to Retrieval Requests, of each Transaction for at least six months from the date of the respective Transaction, and to retain copies of all such data for at least 18 months from the date of the respective Transaction. Merchant is responsible for any Chargebacks that result from Merchant's failure to timely respond to Retrieval Requests for documentation relating to a Transaction.

4. FEES AND INVOICING

a. Order Form. Merchant agrees to pay Tyler the fees set forth in or attached to the Order Form for services provided by Tyler and to which this

Agreement is hyperlinked or attached. This may include fees for Payment Service Devices or other Equipment that Merchant has elected to purchase or rent as set forth on the Order Form. Fees for purchase will be invoiced upon shipment and Fees for rental will be invoiced annually in advance. All Fees due hereunder are due within 45 days of invoice. The terms and conditions of such purchase or rental are set forth on Exhibit A attached hereto and incorporated herein.

b. Adjustments to Pricing. By giving written notice to Merchant, Tyler may change Merchant's fees, charges and discounts resulting from (i) changes in Association fees (such as interchange, assessments and other charges); (ii) changes in pricing by any third party provider of a product or service used by Merchant; or (iii) other market adjustment. Such new prices shall be applicable as of the effective date established by the Association or third party provider, or as of any later date specified in Tyler's notice to Merchant. In addition, Tyler may update pricing for rental of Equipment by giving written notice to Merchant at the end of any initial rental term or when such Equipment is upgraded to a newer model or replaced in accordance with the pricing set forth on Tyler's then-current Order Form.

c. Payment of Fees.

i. Online Payments. For payments that are initiated online, a convenience fee or service fee may be assessed to the Cardholder for each payment transaction that is paid electronically using a credit or debit card. Such convenience fee or service fee is set forth in the Order Form and will be charged at the time of the transaction to be deposited directly into a Tyler bank account from which all fees associated with processing and settling the Card Transactions will be paid.

ii. Over the Counter Payments. For payments that are initiated in your offices, a service fee may be assessed to the Cardholder for each payment transaction as set forth in the Order Form, and such fees will be charged at the time of the transaction to be deposited directly into a Tyler bank account from which all fees associated with processing and settling the transactions will be paid. For all other fees, Tyler shall invoice Merchant for services and service fees on a monthly basis, unless otherwise set forth in the Order Form. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services and service fees. Following receipt of a properly submitted invoice, the Merchant shall pay amounts owing therein thirty (30) days in arrears.

iii. Absorbed Payments. For payments that are initiated online and/or in-person, the Merchant may elect to pay for all fees related to the transaction including, without limitation, interchange fees, dues, assessments, card brand fees, and Tyler fees.

iv. eCheck/ACH Payments. In addition, Tyler shall be authorized to charge eCheck/ACH fees and other fees specified in an Order Form to the end user. Unless otherwise set forth in the Order Form, fees will be charged at the time of the transaction to be deposited directly into a Tyler bank account.

5. LICENSE

Tyler hereby grants Merchant a non-exclusive, revocable license to use the Tyler Intellectual Property (as defined in Section 1.c) for the limited purpose of performing under this Processing Agreement. Merchant shall at all times be responsible for compliance with applicable law and Association Rules. Unless otherwise provided in a separate agreement between Tyler and Merchant, any Intellectual Property or machinery provided by Tyler, but not developed by Tyler, is being licensed or purchased by Merchant directly from the manufacturer or developer of such machinery or Intellectual Property. Merchant acknowledges that the license granted herein is limited to Merchant's use exclusively and that Merchant does not have the right to sub-license any of the Intellectual Property in either their original or modified form. Merchant agrees that it shall not reverse-engineer, disassemble or decompile the Intellectual Property. Merchant shall not give any third party, except Merchant's employees, access to the Intellectual Property without Tyler's prior written consent.

6. THIRD PARTY PROVIDERS

Tyler may, in its sole discretion, contract with alternate Members, payment processors or other third party providers to provide services under this Processing Agreement. In such event, Merchant shall reasonably cooperate with Tyler, including the execution of a new Member Bank Agreement by Merchant; provided, however, that if the terms and conditions of the new Member Bank Agreement are substantially different than Merchant's existing Member Bank Agreement, then Merchant shall have the right to terminate this Processing Agreement.

7. CONFIDENTIAL AND PROPRIETARY INFORMATION

a. Protection of Tyler Confidential and Proprietary Information. Merchant shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Tyler Confidential and Proprietary Information, and Merchant shall not use, make, sell, or otherwise exploit any such Tyler Confidential and Proprietary Information for any purpose other than the performance of this Processing Agreement, without Tyler's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Processing Agreement, provided that Tyler is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. Merchant shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 7(a) and shall be responsible for breaches by such persons.

b. Judicial Proceedings. If Merchant is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any Tyler Confidential and Proprietary Information, Merchant shall provide Tyler with prompt written notice of such request or requirement so that Tyler may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Processing Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Tyler, Merchant nonetheless is legally compelled to disclose Tyler Confidential and Proprietary Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, Merchant may, without liability herein, disclose to such court or tribunal only that portion of Tyler Confidential and Proprietary Information which the court requires to be disclosed, provided that Merchant uses reasonable efforts to preserve the confidentiality of Tyler Confidential and Proprietary Information, including, without limitation, by cooperating with Tyler to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded Tyler Confidential and Proprietary Information.

c. Security of User IDs and Passwords. Merchant is solely responsible for maintaining the confidentiality of its user IDs and passwords and all activities that occur under Merchant's user IDs, even if fraudulent or not authorized by Merchant. Merchant acknowledges the heightened risk associated with access to its User IDs, passwords, transaction and account information (collectively, "Account Information"). Merchant represents and warrants that (i) Merchant will comply with applicable Association Rules and applicable law, (ii) Merchant will establish policies and procedures to protect such information in conformity with Association Rules and applicable law, including the storage and disclosure of such Account Information, (iii) Merchant will exercise reasonable care to prevent use or disclosure of Account Information. Merchant, and not Tyler, will be solely responsible for all activity, including all approvals, Transactions, chargebacks, returns and refunds processed, using Merchant's user IDs and passwords. If a forensic investigation is initiated by a Card Network, Member, Tyler or Tyler's Processor, then Merchant agrees to cooperate with such investigation until it is complete, including, without limitation, by providing logs related to its User IDs and passwords and Merchant's compliance with Association Rules and applicable law.

8. REPRESENTATIONS AND WARRANTIES

a. No Actions, Suits, or Proceedings. There are no actions, suits, or proceedings, pending or, to the knowledge of Tyler, threatened, that shall have a material adverse effect on Tyler's ability to fulfill its obligations pursuant to or arising from this Processing Agreement.

b. Compliance with Laws. In performing this Processing Agreement, Tyler shall comply with all applicable material licenses, legal certifications, or inspections. Tyler and Merchant shall comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations.

c. Ownership. Tyler is a Delaware corporation that is listed for trading on the New York Stock Exchange.

d. Certain Business Practices. Neither Tyler nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Processing Agreement by any federal department or agency. Tyler further

represents and warrants that it is not listed on any local, state or federal consolidated list of debarred, suspended, and ineligible contractors and grantees.

e. Equipment Manufacturer Warranties. Tyler will pass through to Merchant any applicable manufacturer warranties that apply to Equipment purchased by Merchant through this Agreement.

f. Disclaimer of Implied Warranties. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS PROCESSING AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TYLER HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO MERCHANT FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS PROCESSING AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE TOTAL FEES PAID TO TYLER UNDER THIS PROCESSING AGREEMENT (NET OF ASSOCIATION INTERCHANGE, ASSESSMENTS AND FINES) FOR THE SIX MONTHS PRIOR TO THE TIME THE LIABILITY AROSE.

WHILE BOTH PARTIES ACKNOWLEDGE THAT THIS IS AN AGREEMENT FOR SERVICES TO WHICH THE UNIFORM COMMERCIAL CODE DOES NOT APPLY, IN NO EVENT SHALL TYLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS PROCESSING AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

10. INDEMNIFICATION

a. Chargebacks and Refunds. Merchant acknowledges that Tyler has agreed to be responsible for some of Merchant's obligations to a Member for Transactions and Association Rules as set forth in the Member Bank Agreement. Member should debit the Merchant Account for chargebacks, returns, refunds, assessments, penalties and fines, and in the event Member assesses any such amounts to Tyler, including any amounts in excess of the balance of the Merchant Account, Tyler shall invoice the same to Merchant.

b. Applicable Law and Interpretations: Merchant shall indemnify and hold harmless Tyler from and against any claim or action related to Merchant's violation of applicable law and/or Association Rules including without limitation any election to apply custom fee structures or customer surcharges. Notwithstanding any provision of this Processing Agreement to the contrary, any provision obligating the City of Burnet to indemnify any party shall be subject to Texas law's prohibition against a municipality creating an unfunded debt.

c. Intellectual Property.

i. Tyler retains all ownership and copyright interest in and to any and all intellectual property, computer programs, related documentation, technology, know how, and processes developed by Tyler and provided in connection with this Processing Agreement (collectively, the "Intellectual Property"),

ii. Notwithstanding any other provision of this Processing Agreement, if any claim is asserted, or action or proceeding brought against Merchant that alleges that all or any part of the Intellectual Property, in the form supplied, or modified by Tyler, or Merchant's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, Merchant, upon its awareness, shall give Tyler prompt written notice thereof. Tyler shall defend, and hold Merchant harmless against, any such claim or action with counsel of Tyler's choice and at Tyler's expense and shall indemnify Merchant against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, Merchant shall cooperate with and may monitor Tyler in the

defense of any claim, action, or proceeding and shall, if appropriate, make employees available as Tyler may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Intellectual Property made by Merchant, or any third party pursuant to Merchant's directions, or upon the unauthorized use of the Intellectual Property by Merchant.

d. If the Intellectual Property becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, Tyler shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in Tyler's sole discretion: (a) promptly replace the Intellectual Property with a compatible, functionally equivalent, non-infringing system; or (b) promptly modify the Intellectual Property to make it non-infringing; or (c) promptly procure the right of Merchant to use the Intellectual Property as intended.

11. TAXES

a. Tax Exempt Status. Merchant is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Processing Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Processing Agreement.

b. Employee Tax Obligations. Each party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by such party for work performed under this Processing Agreement.

12. TERM, SUSPENSION, AND TERMINATION

a. Term. The term of this Processing Agreement (the "Term") shall commence on the Effective Date and shall continue in effect for three years unless otherwise set forth on an Order Form; provided, however, that at the end of such initial term, and on each subsequent anniversary of the Effective Date, the term shall automatically extend for an additional year unless either party provides, at least ninety (90) days prior to the end of the then current term, written notice that it does not wish to extend the term or otherwise terminates the agreement for Cause pursuant to Section 12(b). Notwithstanding the foregoing, Tyler may elect to cease providing payment processing services upon the termination or expiration of Tyler's other agreement with Client to provide Tyler software or services.

b. Termination for Cause. Either party may terminate this Processing Agreement for Cause, provided that such party follows the procedures set forth in this Section(b).

- i. For purposes of this Section, "Cause" means either:
 - A. a material breach of this Processing Agreement, which has not been cured within ninety (90) days of the date such party receives written notice of such breach;
 - B. the failure by Merchant to timely pay when due any fees owed to Tyler pursuant to this Processing Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after Tyler provides written notice of its intent to terminate for failure to pay;
 - C. breach of Section 7; or
 - D. if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.
- ii. No party may terminate this Processing Agreement under Section 12 b(i)(A) unless it cooperates in good faith with the alleged breaching party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 13 following such period.

- iii. In the event either party terminates this Processing Agreement pursuant to this Section(b), each party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination, all revocable licenses shall terminate.

c. Termination for Non-Appropriation. If Merchant's governing body does not appropriate or otherwise make available funds sufficient to use the Payment Processing Services, Merchant may unilaterally terminate this Processing Agreement for non-appropriation upon thirty (30) days written notice to Tyler. Merchant will not be entitled to a refund or offset of previously paid, but unused recurring fees. Merchant agrees not to use termination for lack of appropriations as a substitute for termination for convenience.

d. Survival. The following provisions shall survive after the Term of this Processing Agreement: 2(c); 3; 4(c); 7; 10; 11; 12; 13; 14; and 15.

13. DISPUTE RESOLUTION

Any dispute arising out of, or relating to, this Processing Agreement that cannot be resolved within five (5) Business Days shall be referred to the individual reasonably designated by Merchant and Tyler's representative assigned to Merchant's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to Merchant's chief executive officer or other individual reasonably designated by Merchant and Tyler's applicable division President ("Executive Dispute Level"), at such time and location reasonably designated by the parties. Any negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Processing Agreement, the parties shall submit the matter to non-binding mediation prior to the commencement of any legal proceeding. The foregoing shall not apply to claims for equitable relief under Section 7. For the avoidance of doubt, and notwithstanding any provision of this Processing Agreement to the contrary, the City of Burnet does not, and shall not in the future, waive its right under the Texas Constitution and state law to litigate any dispute that may arise hereunder by jury trial in a court of competent jurisdiction.

14. MISCELLANEOUS

- a. Assignment. Neither party may assign this Processing Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party, which consent shall not be unreasonably withheld.
- b. Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.
- c. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail. Notwithstanding the foregoing, notice shall be deemed delivered when provided in connection with billing or invoicing.
- d. Counterparts. This Processing Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- e. Waiver. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific obligation described therein.
- f. Entire Agreement. This Processing Agreement constitutes the entire understanding and contract between Tyler and Merchant for payment processing services (as detailed in an Order Form) and supersedes any and all prior or contemporaneous oral or written representations, contracts or communications with respect to the subject matter hereof.
- g. Amendment. This Processing Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All amendments or

modifications of this Processing Agreement shall be binding upon the parties despite any lack of consideration.

h. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Processing Agreement shall remain valid and enforceable according to its terms.

i. Relationship of Parties. The parties intend that the relationship between the parties created pursuant to or arising from this Processing Agreement is that of an independent contractor only. Neither party shall be considered an agent, representative, or employee of the other party for any purpose.

j. Governing Law & Venue. Any dispute arising out of or relating to this Processing Agreement or the breach thereof shall be governed by the laws of the state of Merchant's domicile, without regard to or application of choice of law rules or principles. Notwithstanding any provision of this Processing Agreement to the contrary this agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Burnet County, Texas.

k. Audit. Tyler shall maintain complete and accurate records of all work performed pursuant to and arising out of this Processing Agreement. Merchant may, upon the written request, audit any and all records of Tyler relating to services provided herein. Merchant shall provide Tyler twenty-four hour notice of such audit or inspection. Tyler shall have the right to exclude from such inspection any Tyler Confidential and Proprietary Information not otherwise required to be provided to Merchant as a part of this Processing Agreement. Any such audit shall be conducted at Tyler's principal place of business during Tyler's normal business hours and at Merchant's sole expense.

l. No Third Party Beneficiaries. Nothing in this Processing Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

m. Contra Proferentem. The doctrine of *contra proferentem* shall not apply to this Processing Agreement. If an ambiguity exists in this Processing Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

n. Force Majeure. No party to this Processing Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one party, that party shall notify the other party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the party claiming excusable delay. Any performance times pursuant to or arising from this Processing Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein. This section does not excuse any party from payment obligations under this Processing Agreement.

o. Equitable Relief. Each party covenants, represents, and warrants that any violation of this Processing Agreement by such party with respect to its respective obligations set forth in Section 7 shall cause irreparable injury to the other party and shall entitle the other party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

15. CERTAIN DEFINITIONS

a. Association means a group of Card issuer banks or debit networks that facilitates the use of payment cards accepted under this Processing

Agreement for processing, including, without limitation, Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers. Associations also includes the Payment Card Industry Security Standards Council and the National Automated Clearinghouse Association.

b. Association Rules means the bylaws, rules, and regulations, as they exist from time to time, of the Associations.

c. Card or Payment Card means an account, or evidence of an account, authorized and established between a Cardholder and an Association, or representatives or members of a Association that Merchant accepts from Cardholders as payment for a good or service. Payment Instruments include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.

d. Cardholder means the person to whom a Card is issued or who is otherwise entitled to use a Card.

e. Chargeback means a reversal of a Card sale Merchant previously presented pursuant to Association Rules.

f. Member or Member Bank means an entity that is a member of the Associations.

g. Order Form means a document listing the pricing associated with this Processing Agreement.

h. Processing Agreement means this Payment Card Processing Agreement, including all exhibits attached hereto and to be attached throughout the Term of this Processing Agreement, all of which are incorporated by reference herein.

i. Retrieval Request means a request for information by a Cardholder or Card issuer relating to a claim or complaint concerning a Card sale Merchant has made.

j. Transaction means the evidence and electronic record of a sale or lease transaction representing payment by use of a Card, echeck/ACH, digital payment or of a return/refund/credit to a Cardholder or any other payor.

k. Tyler Confidential and Proprietary Information means all information in any form relating to, used in, or arising out of Tyler's operations and held by, owned, licensed, or otherwise possessed by Tyler (whether held by, owned, licensed, possessed, or otherwise existing in, on or about Tyler's premises or Merchant's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to Tyler's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, other research and development information and data, and Intellectual Property. Notwithstanding the foregoing, Tyler Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by Merchant in breach hereof; (b) becomes available to Merchant on a non-confidential basis from a source other than Tyler, which is not prohibited from disclosing such information by obligation to Tyler; (c) is known by Merchant prior to its receipt from Tyler without any obligation of confidentiality with respect thereto; or (d) is developed by Merchant independently of any disclosures made by Tyler.

[Remainder of this page intentionally left blank]

Exhibit A

Payment Service Devices/Equipment – Rental and Purchase

This Exhibit A is incorporated into that certain Payment Processing Agreement between Tyler and Merchant (the “Processing Agreement”).

1. TERMS APPLICABLE TO BOTH PURCHASE AND RENTAL OF EQUIPMENT

- a. Generally. Tyler will provide PCI-compliant Payment Service Devices as elected by Merchant and described in the Order Form and related equipment for rent or purchase during the term of this Agreement for the fees set forth in the Order Form.
- b. Shipping Timelines. Tyler shall ship newly-requested Payment Service Devices (and associated supplies, such as printers, cables, power supplies, mounting hardware or other equipment identified in an Order Form) (“Equipment”) to Merchants within (a) 14 calendar days of the request or (b) 14 calendar days prior to payment service commencement/go-live, whichever is later. Tyler shall ship failure-related replacement Equipment to Merchants within two (2) Business Days of a written request. Shipping timelines are subject to Payment Service Device availability by the applicable manufacturer or supplier and shall be extended until such devices become available.
- c. Delivery and Acceptance. Tyler will deliver the Equipment to the location designated by Merchant in the Order Form. If an address for delivery is not expressly designated in the Order Form, such Equipment will be delivered to Merchant’s address otherwise set forth in the Order Form. Merchant will be deemed to have accepted each piece of Equipment on the earlier of (i) when Merchant acknowledges receipt, and (ii) seven days after shipment of each such piece of Equipment, unless Tyler is notified earlier in writing by Merchant that the Equipment has not been received or is not functional.
- d. Rights and Restrictions. Tyler shall process payments received from Merchant’s Payment Service Devices provided by Tyler. Merchant acknowledges that the Payment Service Devices are embedded with proprietary encryption technology that will be injected by Tyler’s designee into the Payment Services Devices. Merchant agrees that all of Merchant’s over-the-counter Transactions processed through a Tyler application will be required to use Payment Service Devices provided by Tyler. Merchant will maintain each Payment Service Device in its possession and will not permit any physical alteration or modification of any piece of Equipment. Each piece of Equipment will be used only in the ordinary course of Merchant’s business in connection with Tyler applications. **The Equipment is not being sold or rented to the Merchant for home or personal use. Merchant acknowledges that the Equipment rented or purchased through this Exhibit may not be compatible with another processor’s systems.** Merchant hereby grants Tyler a security interest in (i) all Equipment to secure payment of the purchase price, and (ii) all Equipment to secure payment of the monthly rental payments. Merchant authorizes Tyler to file financing statements with respect to the Equipment in accordance with the Uniform Commercial Code, signed by Tyler directly or as Merchant’s attorney-in-fact.
- e. Change Notice. Tyler shall provide thirty (30) calendar days written notice for Equipment changes that affect Merchants, which includes, without limitation, when Tyler will no longer support a Payment Service Device. Tyler will only be obligated to replace Equipment when a Payment Service Device is no longer capable of functioning or Tyler ends support of the specific make and model of the Equipment.
- f. PCI DSS Compliance. Each party understands and agrees to comply with PCI DSS and any amendments thereto. Merchant shall be responsible for compliance with PCI DSS version 3.2.1 and any more current versions regarding the Payment Service Devices, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.

2. TERMS APPLICABLE ONLY TO EQUIPMENT PURCHASED

Tyler will sell to Merchant the Equipment identified in the Order Form, free and clear of all liens and encumbrances, except that any proprietary encryption technology included within the Payment Service Devices or any other Tyler Intellectual Property will be provided to you pursuant to the License set forth in Section 5 of the Agreement. Maintenance and repair of Merchant-purchased Equipment is the responsibility of Merchant, unless Merchant has purchased Tyler’s maintenance services for Payment Service Devices.

3. TERMS APPLICABLE ONLY TO EQUIPMENT RENTAL

- a. Tyler will rent to Merchant the Equipment identified in the Order Form, as set forth herein. The rental period will commence when the Equipment is deemed accepted. At the end of the rental term identified in an Order Form or when the Agreement is terminated, Merchant will promptly return each piece of Equipment to Tyler at Merchant’s cost, in the same condition as when received, ordinary wear and tear excepted, unless otherwise directed by Tyler. The rental period will terminate when Equipment is returned to Tyler at 840 West Long Lake Road, Detroit, Michigan 48098, Attention: Tyler Payments, or at an earlier date specified by Tyler in writing. The following information must be included within the shipping box: (i) Merchant name, complete address and phone number; (ii) name of person to contact if there are any questions; (iii) your Merchant account number; and (iv) serial number of the Equipment. Merchant will retain proof of delivery documents and the applicable serial number. For any piece of Equipment that is not returned to Tyler in accordance with this paragraph, Merchant will pay Tyler the greater of \$250.00 or the fair market value of such piece of Equipment as if it were in the condition described herein.
- b. Merchant will not assign its rights or obligations under this Exhibit, or pledge, lend, create a security interest in, incur any liens or encumbrances on, or sublease the Equipment to any other person or entity without Tyler’s prior written consent. Any such assignment, delegation, sublease, pledge, security interest or lien in the absence of consent shall be void.
- c. The provisions of this Exhibit will survive the termination or expiration of the Agreement and continue until all rented Equipment is returned to Tyler or paid for.



Sales Quotation For:
 City of Burnet
 PO Box 1369
 Burnet TX 78611-7369

Quoted BY: Matthew Beltram
 Quote Expiration: 6/28/24
 Quote Name: Tyler Payments

Payments

	Use Case	List Price	Service%	Min	Basis Points	Rate	Cap	POS	Online	IVR
Payments - Client Card Cost - Interchange Plus										
Tyler One										
ERP Pro Payments	EMS				1.00%	\$ 1.00		X		
ERP Pro Payments	Property Tax				1.00%	\$ 1.00		X		
ERP Pro Payments	Utility Billing				0.75%	\$ 0.75		X	X	
Municipal Justice Payments	Municipal Justice				1.00%	\$ 1.00		X	X	
Payments - Other Fees										
Tyler One										
Client eCheck Cost	Utility Billing	\$ 1.95								
eCheck Rejects		\$ 5.00								
Credit Card Chargebacks		\$ 15.00								

Client Card Cost - Interchange Plus

per card transaction with Visa, MasterCard, Discover, and American Express, when applicable, for all transactions on top of industry-driven rates for bank fees, card brand fees, interchange fees, dues, assessments, and other processing fees.

Client eCheck Cost

Per electronic check transaction.

Credit Card Chargebacks

If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

eCheck Rejects

When an eCheck transaction comes back as declined (e.g bounced check)

Third Party Software & Hardware

Description	Quantity	Unit Price	Extended Price	Annual
Tyler One				
Payments				
PCI Service Fee (Per Device)	5	\$ 0	\$ 0	\$ 900
Payments EMV Card Reader Purchase	5	\$ 529	\$ 2,645	\$ 0
TOTAL:			\$ 2,645	\$ 900

Summary

Total Third Party Hardware, Software, Services

Total Tyler Services

Summary Total

Contract Total

One Time Fees

\$ 2,645

\$ 2,645

\$ 3,545

Recurring Fees

\$ 900

\$ 900

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Your use of Tyler Payments and any related items included on this order is governed by the Payment Processing Agreement attached to this order. By signing this order, you agree you have read, understand, and agree to such terms.

Municipal Justice Payments

An annual PCI compliance fee in the amount of \$99 and a monthly Gateway fee in the amount of \$10 will be billed per merchant account.

ERP Pro Payments

An annual PCI compliance fee in the amount of \$99 and a monthly Gateway fee in the amount of \$10 will be billed per merchant account.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.

- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tyvertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____



CITY OF BURNET

DISCUSS AND CONSIDER ENTERING A CONTRACT WITH TYLER TECHNOLOGIES FOR MERCHANT SERVICES

CITY OF BURNET – MERCHANT SERVICES CONTRACT



Incode announced they will no longer integrate with Elavon

■ Options

1. Manually enter the information
2. Move to an integrated system:
 - Tyler Payments, or
 - Open Edge

SOLUTION – TYLER PAYMENTS

Benefits include:

- ✓ **Continued built in payment integration that is PCI Compliant and up to date on the latest standards set by the industry.**
- ✓ **Eliminating the need to work with an additional vendor for credit card processing.**
 - This will allow us to bring INCODE ERP Pro, Municipal Online Payments, and Payment Processing under the same roof.
- ✓ **If there are issues processing credit card payments, we will work directly with Tyler's support staff.**
 - No need to contact a 3rd party who may or may not be able to resolve the issue and no going back and forth between them and Tyler support.
- ✓ **Because this integration is developed by Tyler Tech it will improve bank reconciliation.**
 - We'll be able to control the timing of credit card batches to prevent transactions from carrying over into another day and throwing off bank reconciliation.
- ✓ **The ability to offer eChecks as a form of payment.**
 - Citizens will be able to make payments using their bank account information instead of a credit card if they choose. This is a cheaper alternative than credit cards and we could save money on processing by offering it as an option to citizens.
- ✓ **Ability to access future enhancements to the online utility billing platform that you would not with a 3rd party processor.**
 - Such as the upcoming "Pre-pay" option.
- ✓ **Free Tailored Marketing Campaign offered by Tyler, focused to help raise awareness of all the online services available to our citizens and staff.**
 - May potentially reduce the number of unnecessary calls/walk-ins by empowering our citizens to use the online services available to them.
- ✓ **An assigned payment consultant focused on supporting Burnet.**
 - Making sure we take advantage of opportunities to cut costs such as major card brand utility reimbursement programs and strategize on ways to streamline your payment process.
- ✓ **No implementation costs and estimated monthly savings of between \$300 and \$400 in processing fees.**
 - One time cost of \$2,645 to purchase 5 new card terminals.



The background of the slide is a dark, textured surface covered with numerous question marks. The question marks are rendered in a 3D style, with some appearing in a light, metallic gold color and others in a dark, charcoal grey color. They are scattered across the frame, creating a sense of depth and focus on the central theme of questions.

STAFF
RECOMMENDS
APPROVAL OF
R2024-36 AS
PRESENTED

QUESTIONS?



Fire Department

ITEM 4.10

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

Action

Meeting Date: May 14, 2024

Agenda Item: Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING THE PURCHASE OF A 2023 INTERNATIONAL CV 515 DIESEL TYPE 1 AMBULANCE FOR THE BURNET FIRE DEPARTMENT FOR THE 2024-25 FISCAL YEAR: M. Ingram

Background: The purchase of this ambulance is to replace the 2019 Ford Med 5 ambulance. The 2019 ambulance currently has 156,000 miles and will be in need of replacement soon.

Information: Due to the lead time of 16 months that it takes to process the orders for these vehicles with the manufacturer, the Fire Department Staff is requesting approval at this time. The estimated date of delivery is August 2025.

The Fire Department is seeking approval and authorization from Council for the purchase of a 2023 International CV 515 Diesel Type 1 Ambulance in the amount of \$288,000.00.

Fiscal Impact: This purchase is to be included as a budgeted expense for the 2024-25 Fiscal Year budget.

Recommendation: Approve Resolution No. R2024-38 as presented.

RESOLUTION NO. R2024-38

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING THE PURCHASE OF A 2023 INTERNATIONAL CV 515 DIESEL TYPE 1 AMBULANCE FOR THE BURNET FIRE DEPARTMENT FOR THE 2024-25 FISCAL YEAR

Whereas, the City of Burnet Fire Department routinely purchases new ambulances to replace those that have excessive mileage, and

Whereas, the City of Burnet Fire Department has received a quote from Frazer, Ltd. For the purchase of a 2023 International CV 515 Diesel Type 1 Ambulance in the amount of \$288,000.00; and

Whereas, the purchase of the Type 1 ambulance would replace the current 2019 Ford Med 5 ambulance which currently has 156,000 miles; and

Whereas, the expected wait time for processing and delivery of the Diesel Type 1 ambulance is estimated to be approximately sixteen months, unless a cancellation of an order allowed the City of Burnet to move up on the list; and

Whereas, the funding for this capital expenditure would be approved to be included in the 2024-2025 Fiscal Year budget in the amount of \$288,000.00.

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 expenditure of \$288,000.00 from the General Budget for the 2024-2025 FY for the purchase of a new 2023 CV 515 Diesel Type 1 Ambulance for the City of Burnet Fire Department.

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 May 2024.

CITY OF BURNET, TEXAS

ATTEST:

Gary Wideman, Mayor

Maria Gonzales, City Secretary

Customer Quote



4/29/2024 12:28:24 PM

Estimate No: Q4104-0001
 Quote Date: 4/29/2024
 Expiration Date: 6/13/2024
 Salesperson: KS
 Payment Terms: Due on Delivery

Invoice To: 10131
 Curtis Murphy
 City of Burnet Fire Department
 P. O. Box 1369
 Burnet TX 78611
 US

Deliver To:
 Curtis Murphy
 Curtis Murphy
 Curtis Murphy
 City of Burnet Fire Department
 2002 South Water Street
 Burnet TX 78611
 US

Order Instructions:

Limited Edition Discount Applied: Modifying the specifications of your order may potentially affect your eligibility for this special pricing. We strongly recommend reaching out to the Frazer sales team for consultation before considering any changes to your order.

PAYMENT TERMS: A progress payment for the chassis portion will be invoiced and is due within 30 days of the chassis arriving at the dealership. The remaining balance will be invoiced 30 days prior to completion and is to be settled at the time of inspection and acceptance of the fully completed unit.

No.	Item	Qty	U/M:		Unit Price		Net Amount
1	MODULE Type I 12' Module	1.00	EA	\$	194,075.00	\$	194,075.00
2	CHASSIS 2023 International CV 515 Diesel	1.00	EA	\$	102,250.00	\$	102,250.00
Using Rush chassis built and on the ground with Vin#: 1HTKSSWKXPH033755							
3	DELIVERY Customer Pick Up - FOB Frazer	1.00	M	\$	0.00	\$	0.00
4	BUY-BOARD Contract No. Ambulances	1.00	EA	\$	400.00	\$	400.00
5	14389-BLU Bin-Hang/Stack, Large, Blue	18.00	EA	\$	21.00	\$	378.00
6	14390-BLU Bin-Hang/Stack, Small, Blue	36.00	EA	\$	11.00	\$	396.00
7	9398 Bracket-SCBA, Walkaway, High Cycle	2.00	EA	\$	119.00	\$	238.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :

Customer Quote



4/29/2024 12:28:24 PM

Estimate No: Q4104-0001
Quote Date: 4/29/2024
Expiration Date: 6/13/2024
Salesperson: KS
Payment Terms: Due on Delivery

Order Instructions:

No.	Item	Qty	U/M:		Unit Price		Net Amount
9	SpecDoc Configurable item to create the SpecDoc	1.00	EA	\$	0.00	\$	0.00

Remit To:

Frazer, Ltd.
7219 Rampart Street
Houston TX 77081

Sale Amount: 297,737.00
Order Disc(3.3587%): -10,000.00
Surcharge: N/A
Sales Tax: 0.00
Misc Charges: 0.00
Total Amount: 287,737.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. .



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For your convenience, all pricing has been itemized below per quote Q4104-0001 for City of Burnet Fire Department

Base Module	\$ 135,550.00
Chassis Exterior	\$ 12,225.00
Module Exterior	\$ 24,850.00
Chassis Interior	\$ 6,375.00
Module Interior	\$ 15,075.00
Total \$	194,075.00

Items included in above totals:

- 1. Type I 12' Module \$ incl
- 2. This is a CAAS GVS v3.0 Unit \$ incl

Chassis Exterior:

- 3. Heat Shielding for Diesel Chassis \$ 2,225.00
- 4. Chassis Paint Layout: Keep Factory Paint Color - White \$ incl
- 5. Chassis : 2023 International CV 515 (Class 4), Diesel, 4x2, Regular Cab, 84" Cab to Axle, NAV 9218 - Cameo White \$ incl
- 6. Suspension: Factory Liquid Spring \$ incl
- 7. Wheel type: Factory Aluminum \$ incl
- 8. Road Force Elite tire and wheel balancing \$ incl
- 9. Grille Guard: Full Replacement Bumper \$ 5,675.00
- 10. 10" and 12" Air Horns \$ 1,600.00
- 11. Compressor Type: Standard \$ 950.00
- 12. Air Horn Switching Options: Momentary \$ 150.00
- 13. Window Tint (35% VLT) on Chassis Doors \$ 425.00
- 14. Passenger's side Grille Light: Whelen M6 Red/Clear Light \$ 175.00
- 15. Driver's side Grille Light: Whelen M6 Clear/Red Light \$ 175.00
- 16. Passenger's side Intersect Light: Whelen M4 Red Light \$ incl
- 17. Driver's side Intersect Light: Whelen M4 Clear Light \$ incl
- 18. Driver Fender Light: Whelen M4 Red Light \$ 425.00
- 19. Passenger Fender Light: Whelen M4 Clear Light \$ 425.00
- 20. UNOC#??? : Furnish and install longer grille lock pins (Like E-3920) per customer request. \$ incl

Chassis Exterior Subtotal \$ 12,225.00

Module Exterior:



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21. Power Source: Onan 5.5kW Generator	\$ 13,850.00
22. Locking Gas Cap	\$ incl
23. Module Paint Layout: White - NAV 9218 - Cameo White	\$ incl
24. Roof Color: NAV 9218 - Cameo White	\$ incl
25. Paint spray out card(s) needed — NAV 9218 - Cameo White	\$ 250.00
26. Tier 1 - Standard Design Package	\$ 975.00
27. Frazer Provided Tier 2 - Standard Graphics	\$ 6,200.00
28. Solid Color Conspicuity Squares on Entry Doors	\$ 500.00
29. Solid Color Conspicuity Strips on Compartment Doors	\$ 275.00
30. Body Drop on the Passenger's Side Forward of Rear Wheels	\$ incl
31. Compartment Keys: J210 in the Electrical Compartment and Above Wheel Well	\$ incl
32. Shore Power: Single 30 Amp on Front Wall	\$ incl
33. Pigtail/Plug Option: Pigtail	\$ incl
34. Install Ignition Kill Switch	\$ 425.00
35. Coax 1: Run coax from location 1 to Chassis	\$ incl
36. Coax 2: Run coax from location 2 to Chassis	\$ incl
37. Coax 3: Run coax from location 3 to Electrical Compartment	\$ incl
38. Coax 4: Run coax from location 4 to Electrical Compartment	\$ incl
39. Front Wall Light Layout: Middle 5 Lights	\$ incl
40. Front Wall Light #1: Whelen M6 Red Light	\$ incl
41. Front Wall Light #2: Whelen M6 Red Light	\$ incl
42. Front Wall Light #3: Whelen M6 Clear Light	\$ incl
43. Front Wall Light #4: Whelen M6 Red Light	\$ incl
44. Front Wall Light #5: Whelen M6 Red Light	\$ incl
45. Front Wall Driver Side Box Light: Whelen M6 Red Light	\$ incl
46. Front Wall Passenger Box Light: Whelen M6 Red Light	\$ incl
47. Driver Wall Front Box Light: Whelen M6 Red Light	\$ incl
48. Driver Wall Rear Box Light: Whelen M6 Red Light	\$ incl
49. Driver Wheel Well Light: Whelen M6 Red Light	\$ incl
50. Side Scene Lights: Frazer Standard Whelen M9 Chrome Housing	\$ incl
51. O2 Compartment Style: Laydown O2 with Adjustable Shelf	\$ incl
52. O2 Rollers for an H Cylinder	\$ incl
53. O2 Cylinder Changing Wrench	\$ 150.00



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54. O2 Regulator - Ship Loose	\$	275.00
55. Electrical Compartment Style: Standard Electrical Compartment	\$	incl
56. Lower Storage Style: Standard Lower Storage	\$	incl
57. Compartment Above Wheel Well with No I/O Access	\$	incl
58. Dometic Self-Contained A/C with Exhaust Fan	\$	incl
59. Rear Storage Compartment Style: Rear Storage with Flatbars for SCBA Brackets	\$	350.00
60. Coat Hooks: Four Hooks - 1 on Front Wall, 1 on Rear Wall, and 2 on an angle on the Ceiling	\$	350.00
61. Module Window Option: Sliding Window	\$	incl
62. Window Tint (5% VLT) on Rear and Side Entry Doors	\$	425.00
63. Upper Rear Wall Light Layout: 3 Across	\$	incl
64. Upper Light #1: Whelen M6 Load Light	\$	incl
65. Upper Light #2: Whelen M6 Amber Light	\$	incl
66. Upper Light #3: Whelen M6 Load Light	\$	incl
67. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
68. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
69. Lower Light #3: Whelen M6 Red Light	\$	incl
70. Lower Light #4: Whelen M6 Red Light	\$	incl
71. Rear Wall Driver Box Light: Whelen M6 Red Light	\$	incl
72. Rear Wall Passenger Box Light: Whelen M6 Red Light	\$	incl
73. Rear Backboard Options: 5" Compartment Shelf	\$	350.00
74. Lower BTTs: 2 Grote Lights on each side	\$	incl
75. Rear Bumper	\$	incl
76. Door Grabbers	\$	incl
77. License Plate Light	\$	incl
78. Passenger Wall Front Box Light: Whelen M6 Red Light	\$	incl
79. Passenger Wall Rear Box Light: Whelen M6 Red Light	\$	incl
80. Passenger Wheel Well Light: Whelen M6 Red Light	\$	incl
81. Passenger Scene Light Activated with Side Entry Door	\$	475.00
82. Interior Step Option: Double Step Well	\$	incl
83. Passenger Rear Compartment Style: Onan Genset Compartment	\$	incl
Module Exterior Subtotal		\$ 24,850.00

Chassis Interior:



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84. Siren Speakers: Whelen SA 315 Speakers	\$	incl
85. Tap-2 on Primary Siren	\$	incl
86. Siren Option: Whelen C9 Siren in Console	\$	incl
87. Mic 1 on passenger's side slot 1	\$	incl
88. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub	\$	incl
89. Slot 1: Single Slot Switch Panel	\$	incl
90. Slot 2: Radio Plate: 7 L X 2 W opening dims Item ID 22667	\$	incl
91. Slot 3: Siren 1	\$	incl
92. Slot 4: Triple Blank Insert	\$	350.00
93. Slot 5: Joined with 4	\$	incl
94. Slot 6: Joined with 4	\$	incl
95. Console Switch Layout : Primary - Secondary - Air Horn - Blank - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Rear Load - Interior Lights - Start/Stop Genset -	\$	incl
96. New Armrest	\$	350.00
97. Console Layout: 6-Slot Console	\$	incl
98. Front Base of Console: 120VAC	\$	775.00
99. Rear of Console: Double Mapholder	\$	550.00
100. Camera System: Voyager 7" Monitor with Back-Up Camera	\$	2,400.00
101. White Back-up Camera	\$	incl
102. Tremco Anti-Theft System	\$	725.00
103. Aftermarket Vinyl Seats	\$	1,225.00
	Chassis Interior Subtotal	\$ 6,375.00

Module Interior:

104. Protek Cushions	\$	incl
105. Cobalt Blue Interior	\$	incl
106. Stainless Steel Countertops	\$	incl
107. Stainless Steel Grab Rails	\$	incl
108. Front I/O with Lexan Doors	\$	incl
109. 2 High "D" Cylinder Holder in the Front I/O Facing the Rear Wall	\$	275.00
110. Duplex Outlet in the Front I/O	\$	incl
111. Duplex Outlet on the Front Wall	\$	incl
112. Netting at the Front Corner Area	\$	incl
113. Double Locking Aluminum Drug Box	\$	500.00



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114. Location 1: 4 Switch w/Thermostat	\$	incl
115. Location 2: Double O2 Outlet	\$	incl
116. Location 3: Dual USB receptacles	\$	350.00
117. Location 4: Blank	\$	incl
118. Location 6: Suction	\$	incl
119. Location 7: Quad 120 VAC	\$	incl
120. Location 8: None	\$	incl
121. Location 9: Blank	\$	incl
122. Action Wall Switch Layout : Interior Lights; Dimmer; Ventilation Fan; Module Heater - Hi/Off/Low;	\$	incl
123. Technimount ZOLL X Monitor Mount (Heavy Duty) on the Action Wall Countertop	\$	2,175.00
124. Sharps Container at Action Wall	\$	incl
125. Acrylic Holder at the Action Wall Cabinet	\$	incl
126. New 6pt Harness at the CPR Seat	\$	775.00
127. Cabinet Aft CPR Seat	\$	1,350.00
128. Rear Door Switch Layout : Acknowledge; Blank; Dump/Bypass (Suspension); Rear Load;	\$	incl
129. 3 High Glove Box Centered on Rear Wall	\$	350.00
130. Two Seating Positions at the Squad Bench - 1 and 2	\$	incl
131. Harness Type for Seat Position 1: New 6pt Harness	\$	775.00
132. Harness Type for Seat Position 2: New 6pt Harness	\$	775.00
133. 22 Pocket Acrylic Holder	\$	950.00
134. Double Squad Bench Cabinet	\$	950.00
135. Bolster Cabinet with Sharps Container Towards Aisle Side at the Head of the Squad Bench	\$	550.00
136. Glovebox (no Handrail) at the Squad Bench	\$	425.00
137. O2 Outlet at the Squad Bench Wall	\$	incl
138. Large Black Trashcan at the Side Entry Door	\$	275.00
139. IV Hanger on Ceiling Raceway	\$	incl
140. Driver Side Stainless Steel Ceiling Grab Rail for 12' Unit	\$	incl
141. IV Hanger on Squad Bench Ceiling	\$	incl
142. Rear Headknocker Options: No Clocks or Speakers	\$	incl
143. Floor Options: Customer Provided Ferno PRO F1 Universal Fastener with Integrated Charging System	\$	2,450.00



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144. Loncoin II Onyx Floor	\$	incl
145. Laydown O2 Cabinet	\$	incl
146. Captain's Chair Type: Captain's Chair with Child Safety Seat and 4pt. Harness	\$	1,050.00
147. Module Heater : New	\$	incl
148. Customer Provided Items Processing Fee	\$	1,100.00
Module Interior Subtotal	\$	15,075.00



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Last edited by ksalsman on April 29 2024

Email this quote along with your PO
to Kalyn Salsman at ksalsman@frazerbilt.com

Remit To:

Rush Truck Centers of Ohio, Inc
3950 Parkwest Drive
Columbus, Ohio 43228

Standard Terms and Conditions

INVOICING AND PAYMENT TERMS: Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.

Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

CANCELLATION POLICY: Cancellation of orders must be received 120 days prior to the agreed upon delivery date. If the order is cancelled within the 120 day window, a fee of 25% of the total purchase order price will apply.

DELIVERY TERMS: The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston, TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.



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TERMINATION FOR CAUSE: Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1) any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such failure within a period of five (5) days or such a longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.

CHANGE ORDERS: Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production job order release. Any changes made after the release of the production job order will incur a \$350 fee per change order made in a 24 hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.

PROPRIETARY INFORMATION, CONFIDENTIALITY AND ADVERTISING: All commercial, financial or technical information in any form that Vendor provides to Customer shall be deemed proprietary and confidential and Customer shall not disclose such information to third parties without Vendor's written consent. Termination of the Sale Agreement shall not relieve Customer of this confidentiality obligation. Upon Vendor's request, Customer shall return all confidential information to Vendor along with any reproductions, in whole or in part. The confidentiality obligation does not apply to information that is in the public domain through no fault of Customer or to information lawfully within Customer's possession prior to the date of the Purchase Order, as evidenced by Customer's written records.

INDEMNIFICATION: Customer shall fully release, indemnify, defend and hold harmless Vendor, its co-venturers, its contractors, and their respective affiliates, and Vendor's and their respective directors, officers and employees (including agency personnel) ("Vendor Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase



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Order without regard to any allegation of negligence on the part of the Vendor Group as it pertains to Vendor's Products.

Vendor shall fully release, indemnify, defend and hold harmless Customer, its co-venturers, its contractors, and their respective affiliates, and the Customer's and their respective directors, officers and employees (including agency personnel) ("Customer Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Customer Group as it pertains to Vendor's Products.

Customer Initials: _____

LIMITATIONS ON DAMAGES: In the event of any dispute, disagreement or breach alleged by Customer on the part of Vendor, Customer's exclusive and sole remedy shall be repair or replacement, if practical, of the module, or component part, by Vendor. If Vendor is not able to effectuate a repair, replacement, or cure that brings the module, or component part, into compliance with the Parties' agreement, then Vendor shall refund the sale price to Customer. In no event shall Vendor be liable to Customer, or to any third-party acting through Customer, for any additional, consequential or punitive damages, or damages for lost sales, revenue or profits claimed by Customer or any third-party acting through Customer.

FORCE MAJEURE: A force majeure delay shall mean any delay or other unforeseeable causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further provided that such party is unable to make up for such delay with reasonable diligence and speed. If any such cause delays Vendor's performance, the delivery date or time for completion may be extended by a period of time reasonably necessary to overcome the effect of such delay; however, Vendor shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. A party affected by a force majeure event shall notify the other party of such force majeure event within forty-eight (48) hours of its knowledge of such event for the event to be considered a bona fide force majeure event.

TITLE AND RISK OF LOSS: Title to the Products shall transfer to Customer upon receipt of Products by Customer or its agent unless otherwise stated in the Sale Agreement. Notwithstanding the above, risk of loss of the Products shall remain with Vendor until delivered to Customer.



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WAIVER: Vendor's failure to exercise or enforce any right in the Purchase Order, or any other right or privilege under law, or Vendor's waiver of any breach by Customer shall not constitute a waiver or modification of any terms, conditions, privileges or rights whether of the same or similar type, unless Vendor gives such waiver in writing.

LIENS: Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

INSPECTION, REVIEW AND WITNESSING: Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier, Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

APPLICABLE LAW AND VENUE: The Sale Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without reference to any principle of conflict of laws. Customer and Vendor expressly exclude the application of the Convention on International Sale of Goods to the Sale Agreement. Venue for all judicial, administrative, or regulatory proceedings shall be Houston, Harris County, Texas.

OWNERSHIP OF DOCUMENTS: Title to all drawings, specifications, calculations, technical data and other documents that Customer submits in accordance with the Purchase Order shall vest with Vendor. Vendor shall have the right to use such documents for any purpose pertaining to the manufacture, assembly, and delivery of the Products.

Title to all drawings, specifications, calculations, technical data, and other documents that Vendor submits to the Customer shall vest with the Customer. Customer shall have the right to use such documents for any purpose pertaining to the installation, operation, and maintenance of the Products.

INSURANCE: Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed \$1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed \$4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.



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SURVIVAL: The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).

- Seeking council approval for the purchase of a new ambulance.
- The current lead time is 16 months from the time the chassis hits the ground at Frazer.
- The proposed chassis model is a 2023 International CV515 diesel, priced at \$287,737.00.
- This purchase is intended to replace a 2019 Ford F-350 with 156,750 miles.
- Your support and consideration in this matter are greatly appreciated. Thank you!





Fire Department

ITEM 4.11

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

Action

Meeting Date: May 14, 2024

Agenda Item: Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING HVAC DUCT CLEANING AND SANITATION FOR THE FIRE DEPARTMENT MAIN STATION: M. Ingram

Background: Mold has been discovered in and around the entire HVAC system at the City of Burnet Fire Department Main Station.

Information: Ellis Air Systems, Inc. proposes to perform duct cleaning and sanitation on sixty-six (66) openings. This also includes the installation of four plenum mounted micro pure whole home air cleaners, removal of three evaporator coils, cleaning the evaporator coils with acid, and reinstallation of the evaporator coils to include cleaning the blower wheels and cabinets.

Fiscal Impact: The total purchase price of the work to be conducted by Ellis Air Systems, Inc. is \$10,026.00. This is a non-budgeted expense for the General Fund Self-Funded account for the 2023-24 Fiscal Year Budget.

Recommendation: Approve Resolution No. R2024-37 as presented.

RESOLUTION NO. R2024-37

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET,
TEXAS APPROVING HVAC DUCT CLEANING AND SANITATION FOR
THE FIRE DEPARTMENT MAIN STATION.**

Whereas, mold was detected in and around the HVAC system at the City of Burnet Fire Department, and

Whereas, Ellis Air Systems, Inc. examined the entire HVAC system at the Fire Department and determined that it was necessary to perform duct cleaning and sanitation on 66 openings; and

Whereas, Ellis Air Systems proposed the installation of four plenum mounted micro pure whole home air cleaners subsequent to the cleaning of the ducts, as well as removing three evaporator coils, cleaning the coils with acid and then re-installation of the evaporator coils to include cleaning the blower wheels and cabinets.

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 expenditure of \$10,026.00 from the General Fund Self-Funded account in the 2023-24 Fiscal Year Budget for the duct cleaning services of the HVAC system at the City of Burnet Fire Department.

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 May 2024.

CITY OF BURNET, TEXAS

ATTEST:

Gary Wideman, Mayor

Maria Gonzales, City Secretary



Ellis Air Systems, Inc.
 3513 Florence Rd
 Killeen TX 76542
 TACLB008510E
 TACLA00071943C
 Office: 254-526-5410

Estimate

#7774

05/02/2024

Bill To
 CITY OF BURNET
 1001 Buchanan Drive Suite 4
 Burnet TX 78611
 United States

Service Address
 Fire Department
 2002 S Water St
 Burnet TX 78611
 United States

Job Description

****Disclaimer:** Duct cleaning may cause damage and/or deterioration to the ductwork. Ellis Air Systems, Inc. assumes no liability or responsibility for damages caused from duct cleaning.

We propose to perform duct cleaning and sanitation on (66) openings. Price includes all labor and materials.

We propose to install (4) plenum mounted micro pure whole home air cleaners (after cleaning), remove (3) evaporator coils, clean the evaporator coils with acid and re-install the evaporator coils to include cleaning the blower wheels and cabinets. (Refrigerant will be additional if needed) Price includes all labor and materials.

Disclaimer:

Acid washing evaporator coils is harsh and may lead to a coil, that is deteriorating, to leak, and/or be no longer usable. Refrigerant levels can not be properly evaluated with a dirty evaporator coil, therefore the system still may need refrigerant after the acid wash or could have a refrigerant leak. When an hvac system freezes up, the oil (meant only for the compressor) moves into the evaporator coil, which may damage the compressor, txv, etc. Because of these circumstances, Ellis Air Systems, Inc. assumes no liability for damages caused from acid washing coils.

Technician's notes:

(5) upflow systems, (2) 4 tons, (2) 5 tons and (1) 7.5 ton. (28) registers upstairs and (38) registers downstairs. Registers, ducts and units are full of debris. Wanting estimate to clean all and add uv lights to all after cleaning.

Technician: Mr. James Beck
 (254) 392-7404

Accepted Customer Signature: _____ Date: _____

Proposal will expire on 06/01/2024, there is a 10% return fee for all accepted proposals that cancel.

Subtotal	\$10,026.00
Tax Total	<u>\$827.15</u>
Total	\$10,853.15

Regulated by the Texas Department of Licenses and Regulations.
 PO BOX 12157, Austin, TX
 512-463-6599
 www.license.state.tx.us







Fire Station Air Duct Cleaning & Sanitation







EMPLOYEE RIGHTS

Disability
Discrimination

Employee Rights





Public Works

ITEM 4.12

Thad Mercer
Street Department Superintendent
737-788-3550
tmercerc@cityofburnet.com

Action

Meeting Date: May 14, 2024

Agenda Item: Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE PURCHASE OF TWO VEHICLES FOR THE PUBLIC WORKS DEPARTMENT: T. Mercer

Background: The winter storms of recent years have created safety challenges moving around the city in two-wheel drive vehicles, so we are moving toward adding four-wheel drive capability to our fleet.

Information: The current vehicle replacement plan is to replace work truck unit #71 for the Streets department and work truck unit #33 for the Parks department as both trucks are at the end of their useful life. We are proposing to amend the plan by passing down the supervisors' trucks to replace the above work trucks and then purchasing new supervisor trucks for both the Streets and Parks department with four-wheel drive capability.

The new trucks we would like to purchase are currently in stock and would be purchased through the TIPS purchasing cooperative.

Fiscal Impact: The cost of the F250 truck for Streets will be \$52,715 and the cost of the F150 for Parks will be \$46,767. The estimated cost of outfitting each truck will be \$1,625 for a combined total price of \$102,732. The current budgeted amount for both of these purchases is \$83,000. If approved, the budget for the purchase out of the Self-funded account will need to be increased by \$19,732 and the annual increase to the operating budgets to repay the Self-Funded account will be \$2,106 for the Streets department and \$2,344 for the Park's department.

The old work trucks will be sold on Govdeals, and we estimate the proceeds to be \$14,000.

Recommendation: Approve and adopt Resolution R2024-39 as presented.

RESOLUTION NO. R2024-39

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE PURCHASE OF TWO VEHICLES FOR THE PUBLIC WORKS DEPARTMENT.

Whereas, the City of Burnet Streets department truck unit number seventy-one and Parks department truck unit number thirty-three have reached the end of their service life and need to be replaced in the near future; and

Whereas, the City Council agrees that it would be beneficial to add vehicles with four-wheel drive capability to the Public Works fleet; and

Whereas, the City will amend their current vehicle replacement plan by passing down supervisor truck unit numbers ninety-two and thirty-two to replace the work truck unit numbers seventy-one and thirty-three and then replace the supervisors' trucks in both the Streets and Parks department with new four-wheel drive vehicles; and

Whereas, the City of Burnet Public Works Department has received two quotes from Silsbee Ford. The quote for the F250 is \$52,715 and the quote for the F150 is 46,767. Staff estimates the outfitting cost to be \$1,625 for each; and

Whereas, the funding for this capital expenditure is budgeted as a capital equipment replacement purchase in the 2023-2024 fiscal year Self-funded Budget.

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

Section one. Findings. The foregoing recitals are hereby found to be true and correct and are hereby 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 two. Proceedings. The City Council does hereby approve the purchase of a 2024 F-250 four-wheel drive crew cab truck for the City of Burnet Streets department and a 2024 F-150 four-wheel drive crew cab truck for the City of Burnet Parks department for an amount in total not to exceed \$103,000 and to be funded from the Self-funded account as a capital equipment replacement expenditure.

Section three. 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 four. 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 May 2024.

CITY OF BURNET, TEXAS

ATTEST:

Gary Wideman, Mayor

Maria Gonzales, City Secretary



PRODUCT PRICING SUMMARY

TIPS USA 210907 Automobiles

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF BURNET PARKS

Prepared by: SETH GAMBLIN

Contact: _____

Phone: 512.436.1313

Email: _____

Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Product Description: F150 CREW CAB (W1C UPGRAGDE)

Date: April 15, 2024

A. Bid Item: _____

A. Base Price: \$ **43,995.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
W1E	2023 FORD F150 CREW CAB 4X4		101A	XL EQUIPMENT GROUP	
995	5.0L V8	\$ 2,335.00		4WD UPGRADE	\$ 3,975.00
44G	10 SPEED TRANS	\$ -		POWER LOCKS AND WINDOWS	
18B	RUNNING BOARDS			CRUISE	
53B	CLASS IV TRAILER HITCH	\$ 315.00		REVERSE SENSING	
67T	INTEGRATED TRAILER BRAKE CONT	\$ 275.00		6.5 BOX 157 WB	

Total of B. Published Options: \$ **6,900.00**

\$ **(415.25)**

C. Unpublished Options

\$= 0.0 %

Description	Bid Price	Options	Bid Price
		EXTERIOR COLOR- YZ WHITE	
		INTERIOR CS CLOTH	
		CLOTH 40/20/40 Front Seat	
		UNIT ON THE GROUND	
		1FTFW1E56PKF75978	

Total of C. Unpublished Options: \$ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ **350.00**

E. Lot Insurance (for in-stock and/or equipped vehicles):

F. Contract Price Adjustment: FY23 DISCOUNT

\$ **(4,500.00)**

G. Additional Delivery Charge: 250

\$ **437.50**

H. Subtotal:

\$ **46,767.25**

I. Quantity Ordered 1 x H =

\$ **46,767.25**

J. Trade in: _____

\$ -

K.

L. Total Purchase Price

\$ **46,767.25**



PRODUCT PRICING SUMMARY

TIPS USA TIPS RFP 210907 Automobiles

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF BURNET PW

Prepared by: SETH GAMBLIN

Contact: _____

Phone: 512.436.1313

Email: _____

Email: SGAMBLIN.SILSBEEFLEET@GMA

Product Description: FORD 3/4 TON

Date: April 10, 2024

A. Bid Item: _____

A. Base Price: \$ **49,555.00**

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
W2B	2024 F-250 4WD CREW CAB XL	\$ 1,995.00	610A	ORDER CODE	
99A	6.8L 2V V8 GAS	\$ -			
90L	POWER EQUIPMENT GROUP	INC			
X3E	3.73 Axle Ratio	\$ 430.00			
TBM	TIRES LT245/75RX17E BSW A/T	\$ 165.00			
18B	RUNNING BOARDS	\$ 445.00			
	TRAILER BRAKE CONTROLLER	INC			

Total of B. Published Options: \$ **3,035.00**

Published Option Discount (5%): \$ **(662.00)**

C. Additional Options

\$= 0.0 %

Options	Bid Price	Options	Bid Price
		EXTERIOR- WHITE Z1	
		INTERIOR- VINYL 40/20/40	
		176WB 8FT BOX	
		HAS BLUETOOTH	
		UNIT ON THE GROUND	
		1FT7W2BA6RED14007	

Total of C. Unpublished Options: \$ **-**

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ **350.00**

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ **-**

F. Contract Price Adjustment: _____

G. Additional Delivery Charge: 250 miles \$ **437.50**

H. Subtotal: \$ **52,715.50**

I. Quantity Ordered 1 x K = \$ **52,715.50**

J. Trade in: _____ \$ **-**

K. _____

L. Total Purchase Price \$ **52,715.50**

Resolution R2024-39

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE PURCHASE OF TWO VEHICLES FOR THE PUBLIC WORKS DEPARTMENT





Proposing to amend the plan by passing down the supervisors' trucks to replace the trucks listed in Resolution R2024-XX and then purchasing new supervisor trucks for both the Streets and Parks department with four-wheel drive capability.

The cost of the F250 truck for Streets will be \$52,715 and the cost of the F150 for Parks will be \$46,767. The estimated cost of outfitting each truck will be \$1,625 for a combined total price of \$102,732. The current budgeted amount for both of these purchases together is \$83,000.

The old work trucks will be sold on Govdeals and we estimate the proceeds to be \$14,000.

The new trucks we would like to purchase are currently in stock and would be purchased through the TIPS purchasing cooperative.



Questions?





Administration

ITEM 4.13

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

Agenda Item Brief

Meeting Date: May 14, 2024

Agenda Item: Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS ESTABLISHING AN EXEMPTION FROM AD VALOREM TAXES FOR QUALIFYING CHILD-CARE FACILITY PROPERTIES: D. Vaughn

Background: In 2023, Texas Tax Code Section 11.36 was added to the tax code by S.B. 1145 of the 88th Texas Legislature regular session. This section authorizes an exemption from ad valorem (property) taxes on all or part of the appraised value of real property, or a portion thereof, operating as a qualifying child-care facility.

Information: **In Section 11.36**, a “Child-care facility” means *a facility licensed by the Health and Human Services Commission to provide assessment, care, training, education, custody, treatment, or supervision for a child who is not related by blood, marriage, or adoption to the owner or operator of the facility, for all or part of the 24-hour day, whether or not the facility is operated for profit or charges for the services it offers.* A “Qualifying child-care facility” means *a child-care facility: (A)the owner or operator of which participates in the Texas Workforce Commission’s Texas Rising Star Program as described by Section 2308.3155 (Texas Rising Star Program), Government Code, for that facility; and (B) at which at least 20 percent of the total number of children enrolled at the facility receive subsidized child-care services provided through the child-care services program administered by the Texas Workforce Commission.*

This ordinance authorizes an exemption from property tax for all qualifying child-care facilities in Burnet. The amount of the exemption between 1% and 100% will need to be determined by city council.

Stan Hemphill, Chief Appraiser for the Burnet County Appraisal District provided the following information:

There are three childcare facilities in the City limits that have been identified by the Burnet County Appraisal District. The total estimated value of all three facilities is \$970,413.00. Based on the 2023 tax rate the total tax amount for the three facilities would be \$5,949.00.

If Council chooses to do the 100% the total \$5,949.00 would be exempt. If Council chooses the 50% option, the total exemption would be \$2,974.00.

Burnet County Commissioners approved the 100% option for all eligible childcare facilities in the County, retroactive to January 1, 2024, at the April 9, 2024, Burnet County Commissioners Meeting.

Ordinance No. 2024-14 was updated to reflect Council's decision of the 100% option for the total exemption in an amount estimated to be \$5,949.00.

Fiscal Impact: To be determined by Council. The fiscal impact attributable to the passage of this resolution is dependent on the percentage of property tax exemption that is provided.

Recommendation: Approve and adopt Ordinance 2024-14 as presented.

ORDINANCE NO. 2024-14

**AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS
ESTABLISHING AN EXEMPTION FROM AD VALOREM TAXES FOR
QUALIFYING CHILD-CARE FACILITY PROPERTIES.**

Whereas, Texas Tax Code Section 11.36, as added by S.B. 1145 of the 88th Texas Legislature regular session (2023), authorizes an exemption from ad valorem (property) taxes on all or part of the appraised value of real property, or a portion thereof, operating as a qualifying child-care facility; and

Whereas, the Burnet City Council deems it in the public interest to such exemption, as described in section qualifying child-care facility.

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

Section one. Exemption adopted. City Council adopts an exemption, as authorized by Texas Tax Code Section 11.36, entitling qualifying persons to an exemption from taxation by the City of 100% (one hundred percent) of the appraised value of:

- (A) the real property the person owns and operates as a qualifying child-care facility; or
- (B) the portion of the real property that the person owns and leases to a person who uses the property to operate a qualifying child-care facility.

Section two. Exception. As set forth in Texas Tax Code Section 11.36(g), a person cannot claim the child-care facility exemption on property they own and lease to another to operate a qualifying child-care facility if the person also claims a Texas Tax Code Section 11.13 residence homestead exemption on the property or leases any part of the property to another for use as a principal residence.

Section three. Application. The exemption adopted by this ordinance applies to the tax year beginning January 1, 2024.

Section four. Effective Date. This ordinance shall take effect immediately from and after its passage.

PASSED AND APPROVED on first reading this the 23rd day of April 2024.

FINALLY PASSED AND APPROVED on this the 14th day of May 2024.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, Assistant City Secretary



Public Works

ITEM 4.14

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

Action

Meeting Date: May 14, 2024

Agenda Item: Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE PURCHASE OF A 2024 BUCKET TRUCK FOR THE CITY OF BURNET ELECTRIC DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE AGREEMENT ON BEHALF OF THE CITY: D. Vaughn

Background: The City of Burnet Electric Department utilizes bucket trucks regularly for service of the City of Burnet Electric Utility. One of the bucket trucks needs repairs and is at the end of its useful life. This equipment is needing to be replaced to continue operating and maintaining the Electric Service Utility.

Information: The City of Burnet Public Works department has received a quote through Sourcewell from Global for the replacement of the Bucket Truck at a total cost of \$246,399. The Public Works Department is seeking approval and authorization from Council for the purchase of the 2024 Bucket Truck as quoted. This resolution approves the purchase of a new Bucket Truck and authorizes the City Manager to execute the purchase agreement.

Fiscal Impact: There is \$275,000 budgeted for the purchase of a Bucket Truck in the 2023-2024 capital budget. The estimated total cost including outfitting for the new bucket truck is \$248,000.

Recommendation: Approve Resolution No. R2024-40 as presented.

RESOLUTION NO. R2024-40

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE PURCHASE OF A 2024 BUCKET TRUCK FOR THE CITY OF BURNET ELECTRIC DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE AGREEMENT ON BEHALF OF THE CITY

Whereas, the City of Burnet Electric Department Bucket Truck unit number 93 is a 2011 model that has reached the end of its useful life, and the department has verified it needs to be replaced; and

Whereas, the Bucket Truck has reached its service capacity under the City of Burnet's Capital Equipment Replacement Plan and needs to be replaced in the near future; and

Whereas, the funding for this capital expenditure is budgeted as a capital equipment replacement purchase in the 2023-2024 Fiscal Year Budget.

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

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

Section 2. Proceedings. The City Council does hereby approve the purchase of the 2024 Bucket Truck to be funded as a capital equipment replacement expenditure for the City of Burnet Electric Department in the 2023-2024 Fiscal Year Budget, in an amount not to exceed \$250,000.

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*.

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 May 2024.

ATTEST:

CITY OF BURNET, TEXAS

Maria Gonzales, City Secretary

Gary Wideman, Mayor



Quote Number: 58202401
 Opportunity Number:
 Sourcewell Contract #: 062320-ALT
 Date: 5/8/2024

Quoted for: City of Burnett
 Quoted by: Dylan Hooper
 Phone: / Email: (469) 615-4321 / dylan.hooper@altec.com

REFERENCE MODEL	Sourcewell Price	Commercial List Price	Discount %
AA55 4x2, 2022	\$186,660	\$192,434	3%
(A.) Sourcewell Options On Contract			
1			
2			
3			

SOURCEWELL OPTIONS TOTAL: \$186,660 \$192,434 3%

(A.) **OPEN MARKET ITEMS** (Customer Requested)

1	UNIT	Unit to be Altec TA60 in lieu of AA55	\$20,565
2	UNIT & HYDRAULIC ACC		
3	BODY		
4	BODY & CHASSIS ACC		
5	ELECTRICAL		
6	FINISHING		
7	CHASSIS	Chassis and unit body to be 2024 model year in lieu of 2022	\$36,963
8	OTHER		
9			
OPEN MARKET OPTIONS TOTAL:			\$57,528

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$244,188
Delivery to Customer: \$2,211
TOTAL FOR UNIT/BODY/CHASSIS: \$246,399

(C.) **ADDITIONAL ITEMS** (items are not included in total above)

1			
2			
3			
4			

Pricing valid for 45 days and may be subject to availability at time of order

NOTES

** Denotes FET fees were paid when unit was new. Global is not FET exempt.

All items listed subject to availability, quote provided at time of request detailing options

Delivery is \$3.00 / mile

Alternate year models may be available in addition to the ones shown here, they will be discounted / priced appropriately to reflect this

Chassis model can be any standard chassis (Ford, Dodge, International, Freightliner, Peterbilt, etc.)

PAINT COLOR: White to match chassis, unless otherwise specified

TO ORDER: To order, please contact the Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than _____ days ARO, FOB Customer Location

TERMS: Net 10 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry, Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

***This quote does not include City, County, State, or Federal taxes.**



City of Burnet Electric Department

BUCKET TRUCK PURCHASE

2011 Bucket Truck
to be replaced



2024 Altec TA60 Bucket Truck



The background of the slide is a dark, textured surface covered with numerous 3D question marks. The question marks are rendered in a dark grey or black color, creating a sense of depth and repetition. They are scattered across the entire frame, with some appearing more prominent than others due to their orientation and lighting. The overall effect is one of a dense field of questions.

Questions?
