



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 **26th day of March, 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):

SPECIAL REPORTS/RECOGNITION:

- 1.1) Airport Quarterly Report: A. Field
- 1.2) Fire Department Quarterly Report: M. Ingram
- 1.3) February 2024 Financial Report: P. Langford

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

- 2.1) Approval of the February 27, 2024 City Council Workshop Meeting Minutes
- 2.2) Approval of the February 27, 2024 City Council Regular Meeting Minutes

2.3) A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING ACCEPTANCE OF A RIGHTS OF WAY EASEMENT AND A PUBLIC UTILITY EASEMENT FROM CGG HOLDINGS III, LLC LOCATED ALONG EAST STATE HIGHWAY 29; AND AUTHORIZING THE MAYOR' S EXECUTION OF SAID INSTRUMENTS ON BEHALF OF THE CITY

3. PUBLIC HEARINGS/ACTION: None.

4. ACTION ITEMS:

4.1) Discuss and consideration: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING CODE OF ORDINANCES BY ADOPTION OF A COMPREHENSIVE FEE SCHEDULE AND AMENDING VARIOUS CHAPTERS OF THE CITY CODE TO INCORPORATE SERVICE, PERMIT AND OTHER CITY FEES INTO THE FEE SCHEDULE; PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: H. Erkan, Jr.

4.2) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ISSUE, RECEIVE, AND RANK BIDS ON FUNDED INFRASTRUCTURE PROJECTS: E. Belaj

4.3) Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AUTHORIZING THE ACCEPTANCE OF THE 2023 COMMUNITY DEVELOPMENT BLOCK GRANT ("TXCDBG") PROGRAM; AND THE COMMITMENT OF MATCHING FUNDS OF \$255,976.00 FROM THE WATER/WASTEWATER FUND; AND AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS AND TAKE ACTIONS TO FACILITATE SUCH ACCEPTANCE: A. Feild

4.4) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPOINTING AN ASSISTANT CITY SECRETARY WITH THE POWERS AND DUTIES TO ASSIST WITH SAID OFFICE AND TO SERVE IN THE ABSENCE OF THE CITY SECRETARY: K. Dix

4.5) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING THE 2023-2024 STREET REHAB PROGRAM, AND AUTHORIZING THE CITY MANAGER TO IMPLEMENT THE PROGRAM: E. Belaj

4.6) Discuss and consider action: FIRST 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

4.7) 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 CLUB CAR LLC, FOR THE PURCHASE OF GOLF CARTS: T. Nash

4.8) Discuss and consider action: Cancellation of the April 9th, 2024 Regular City Council meeting: K. Dix

4.9) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING A UTILITY OVERSIZING AGREEMENT WITH THE CREEKFALL SUBDIVISION PHASES ONE AND TWO PLAT APPLICANT AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY: D. Vaughn

4.10) Discuss and consider action: A determination by the City Council of the City of Burnet, Texas, whether the sale of manufactured homes is authorized in the Heavy Commercial District "C-3" Zoning District: D. Vaughn

4.11) Discuss and consider action: City Council discussion and direction to city staff to initiate the zoning amendment process to authorize the sale of manufactured homes as an allowable conditional use in the Heavy Commercial District "C-3" and the Light Industrial District "I-1" Zoning District and to remove manufactured housing and service from the Heavy Commercial District "C-3" use table: 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 22nd day of March, 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 March 22, 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.

Kelly Dix, City Secretary

NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS:

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

RIGHT TO ENTER INTO EXECUTIVE SESSION:

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



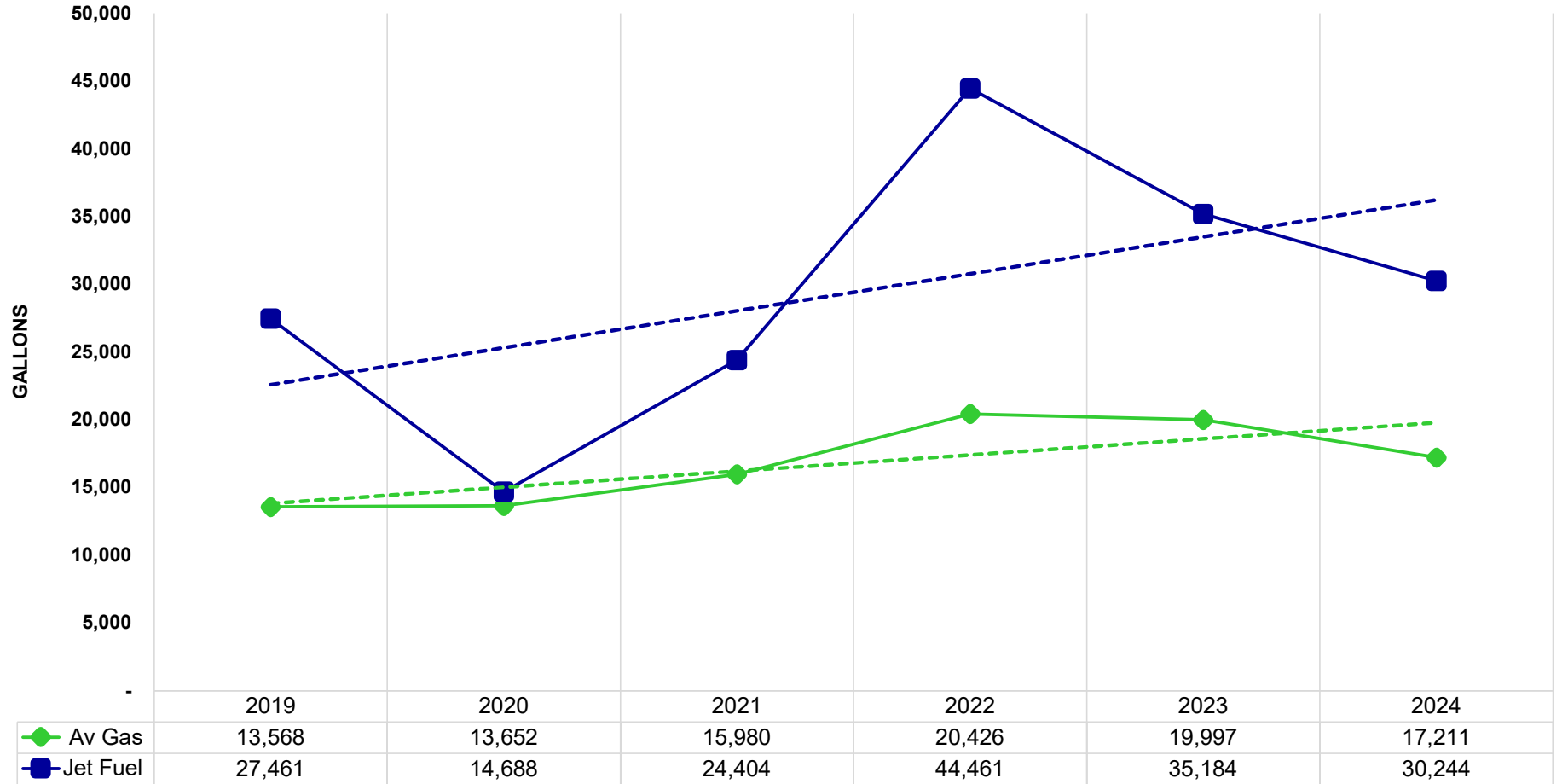
BURNET MUNICIPAL AIRPORT

QUARTERLY REPORT

MARCH 26, 2024

GALLONS SOLD 6-YEAR TREND
FYTD JANUARY 2024

◆ Av Gas
 ■ Jet Fuel
 - - - Linear (Av Gas)
 - - - Linear (Jet Fuel)

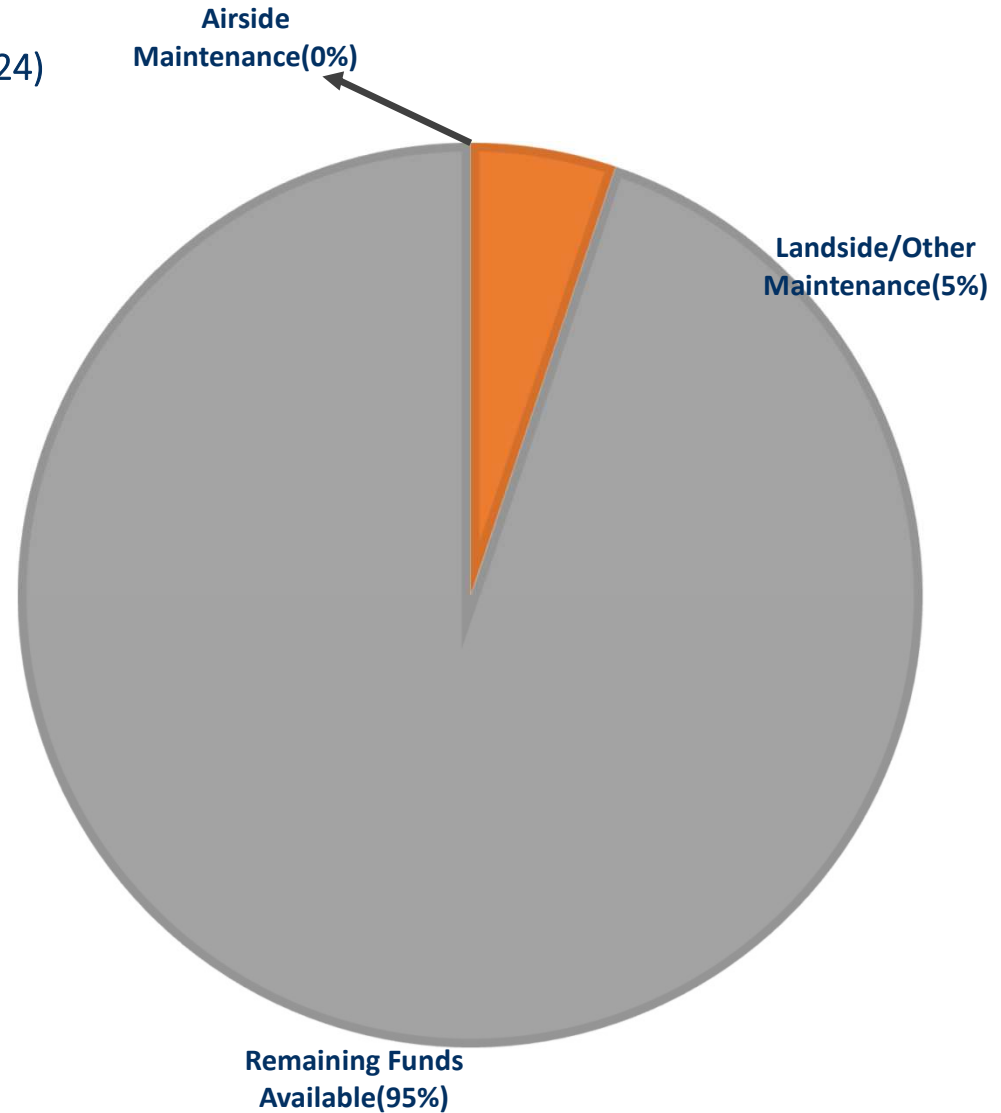


RAMP Grant 23/24 (9/1/2023-8/31/2024)

Routine Airport Maintenance Program (RAMP) Grant

The state contribution is \$100,000 and the City's local match is 10%

Expenditure Category	Total Amount
Airside Maintenance	\$0.00
Landside/Other Maintenance	\$5,197
Remaining Funds	\$94,803



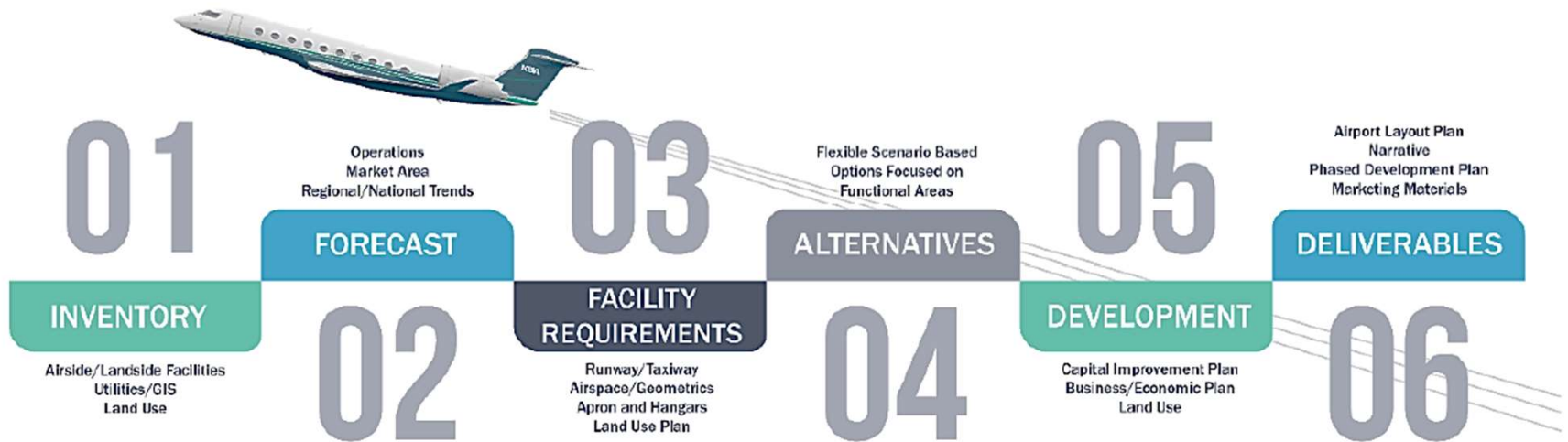
STORAGE HANGARS

Type	Number of Units	Individuals on Waiting List (MAR-24)	New Leases (FY 23-24)
Sun Shelters	24	21	3
Standard T-hangars	28	101	1
Community Hangar	1 (3 tenants)	--	--
Large T-hangar	1	--	--

An aerial photograph of an airport runway and taxiway, overlaid with a dark blue semi-transparent filter. The runway runs vertically through the center of the image, with taxiways branching off to the left and right. In the background, there are several hangars and other airport buildings. The text "CURRENT PROJECTS & UPDATES" is written in white, serif, all-caps font on the left side of the image.

CURRENT PROJECTS & UPDATES

AIRPORT LAYOUT PLAN (ALP) UPDATE WITH NARRATIVE





BOX HANGAR

- ✓ Topographic Survey
- ✓ Geotechnical Investigation
- ✓ Design Phase (100%)
- ✓ Bid Phase
- ✓ Construction Phase (April 15th)
- Prepare Closeout Documents

Airport Coronavirus Response Grant Program (CRRSAA) / Airport Coronavirus Response

Grant Program (ACRGP)

\$13,000 (received/closed out)

Airport Rescue Plan Act (ARPA)

\$32,000 (received/closed out)

CARES Act Grant

\$30,000 (received/closed out)

Bipartisan Infrastructure Law(BIL)

\$795,000(approx.)

- FY22 \$159,000, FY23 \$145,000, and FY24 \$145,000. FY 25 & 26 have yet to be determined.
- You can bank the FY 22-25 for projects

TXDOT STATEWIDE PAVEMENT MAINTENANCE PROJECT

- ✓ Pre-Design Conference
- ✓ Preliminary Engineering Report
- ✓ Preliminary Plans and Specifications
- ✓ Sealed Plans and Specifications
- ❑ Final TxDOT review and approval
- ❑ Bid Phase
- ❑ Contract Execution
- ❑ Construction Phase



OTHER PROJECTS & UPDATES



CAF Lease Agreement

Ground Lease(s)

CareFlite- Letter of Intent

Airport Inspection

Airport Standards & Operating Policy

EVENTS & NEWS

- Commemorative Air Force(CAF)
 - Airshow Update

- Crosby Flying Services
 - Solar Eclipse Fly-in Event

QUESTIONS/ COMMENTS



“A mile of highway will take you just one mile but a mile of runway can take you anywhere!” -Unknown



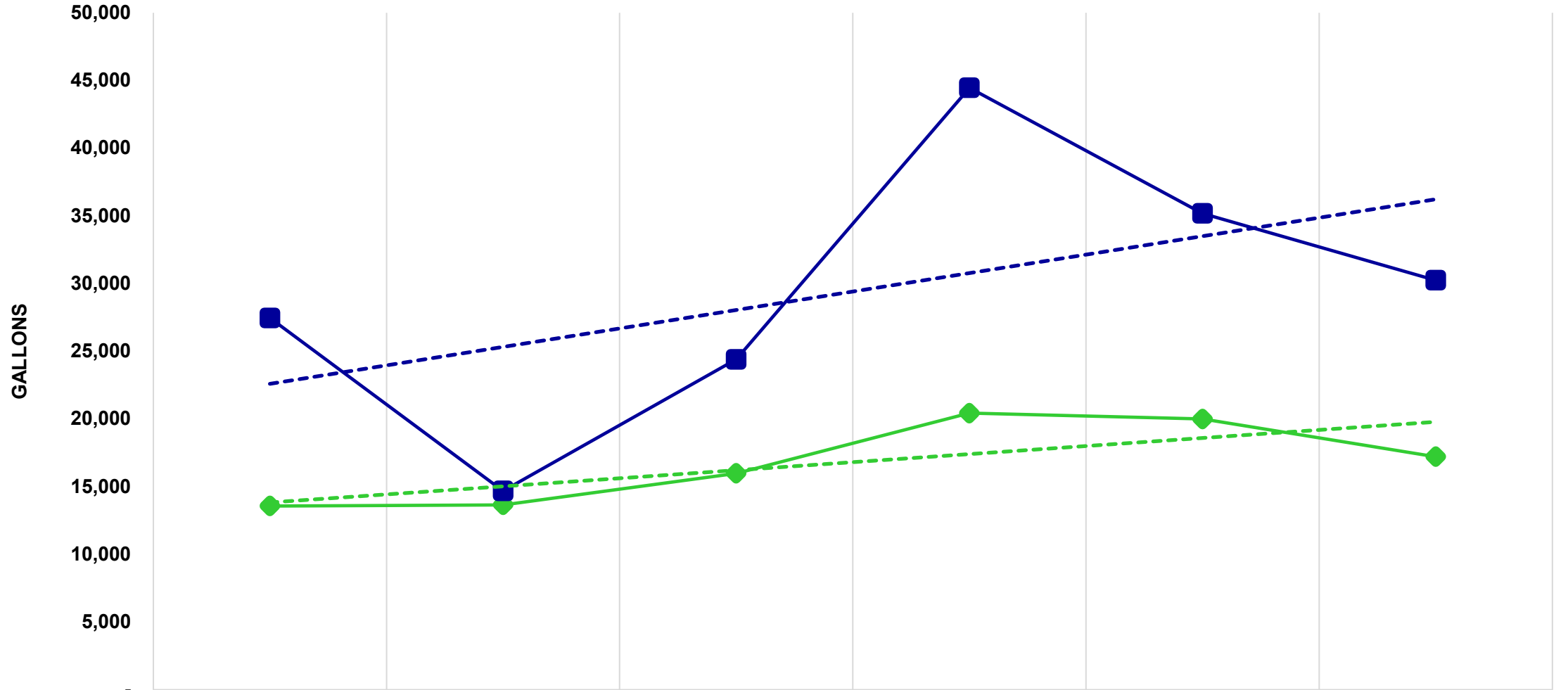
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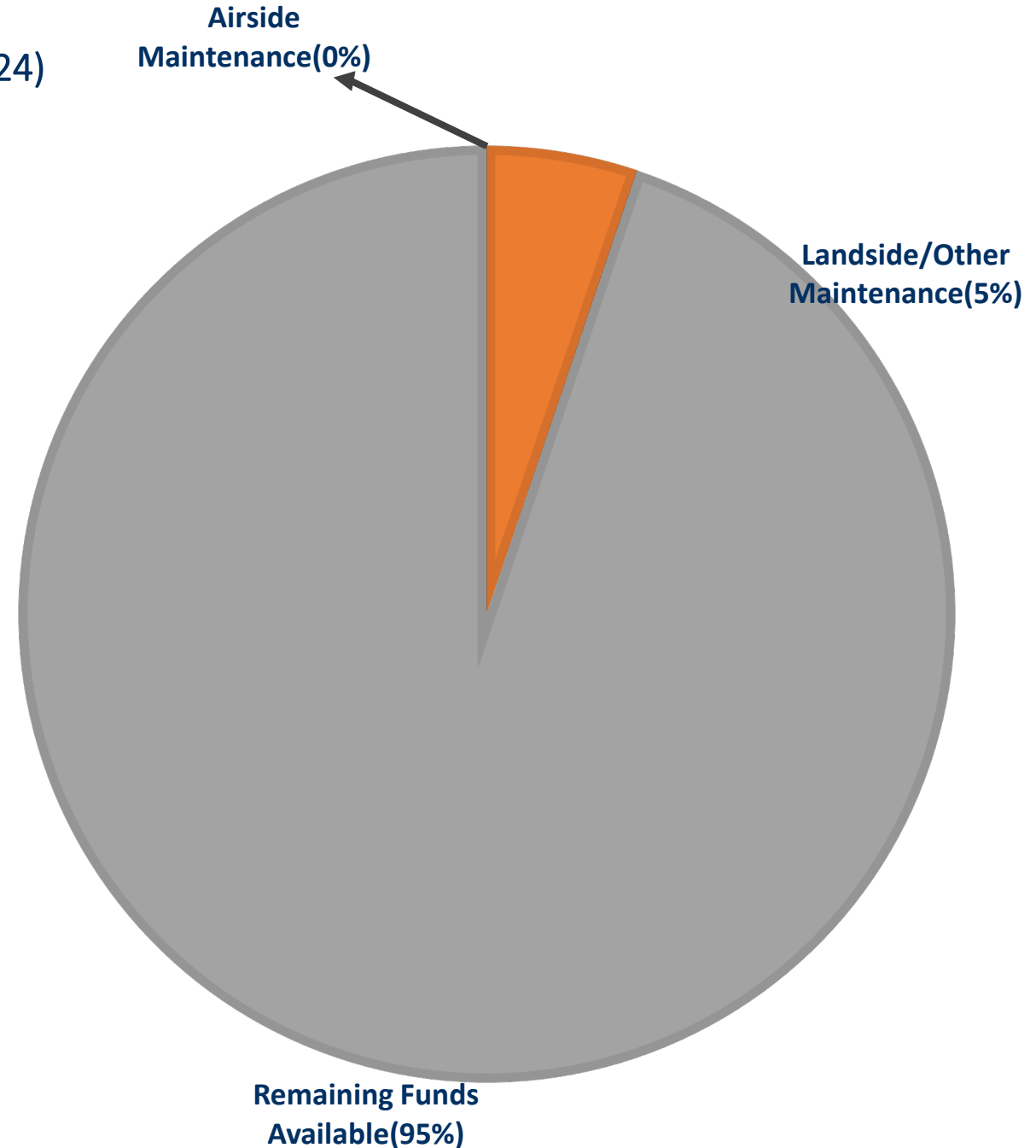
	2019	2020	2021	2022	2023	2024
Av Gas	13,568	13,652	15,980	20,426	19,997	17,211
Jet Fuel	27,461	14,688	24,404	44,461	35,184	30,244

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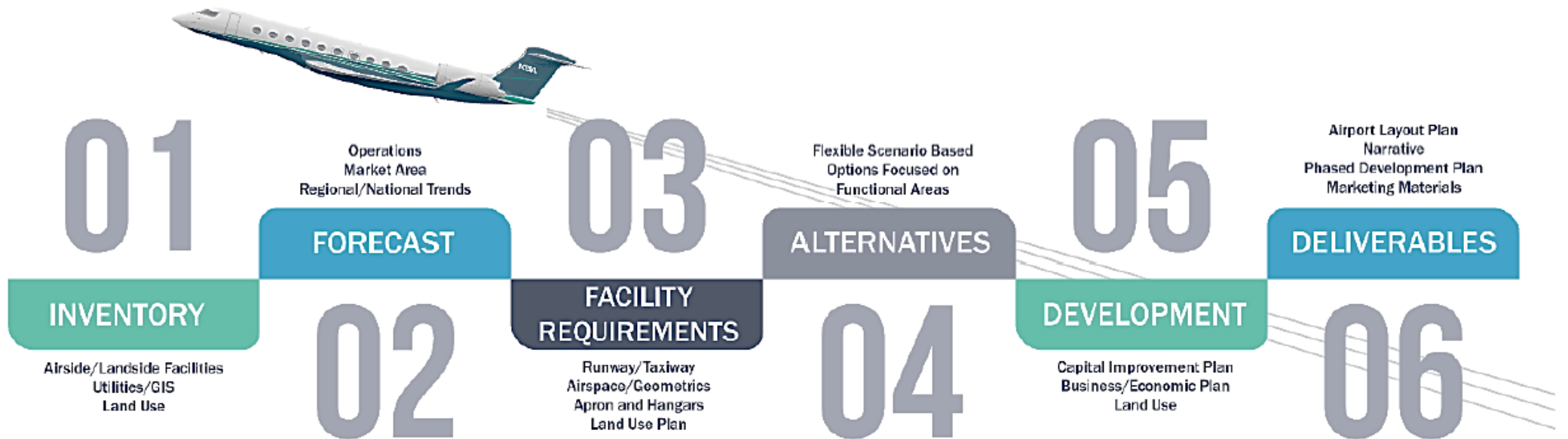
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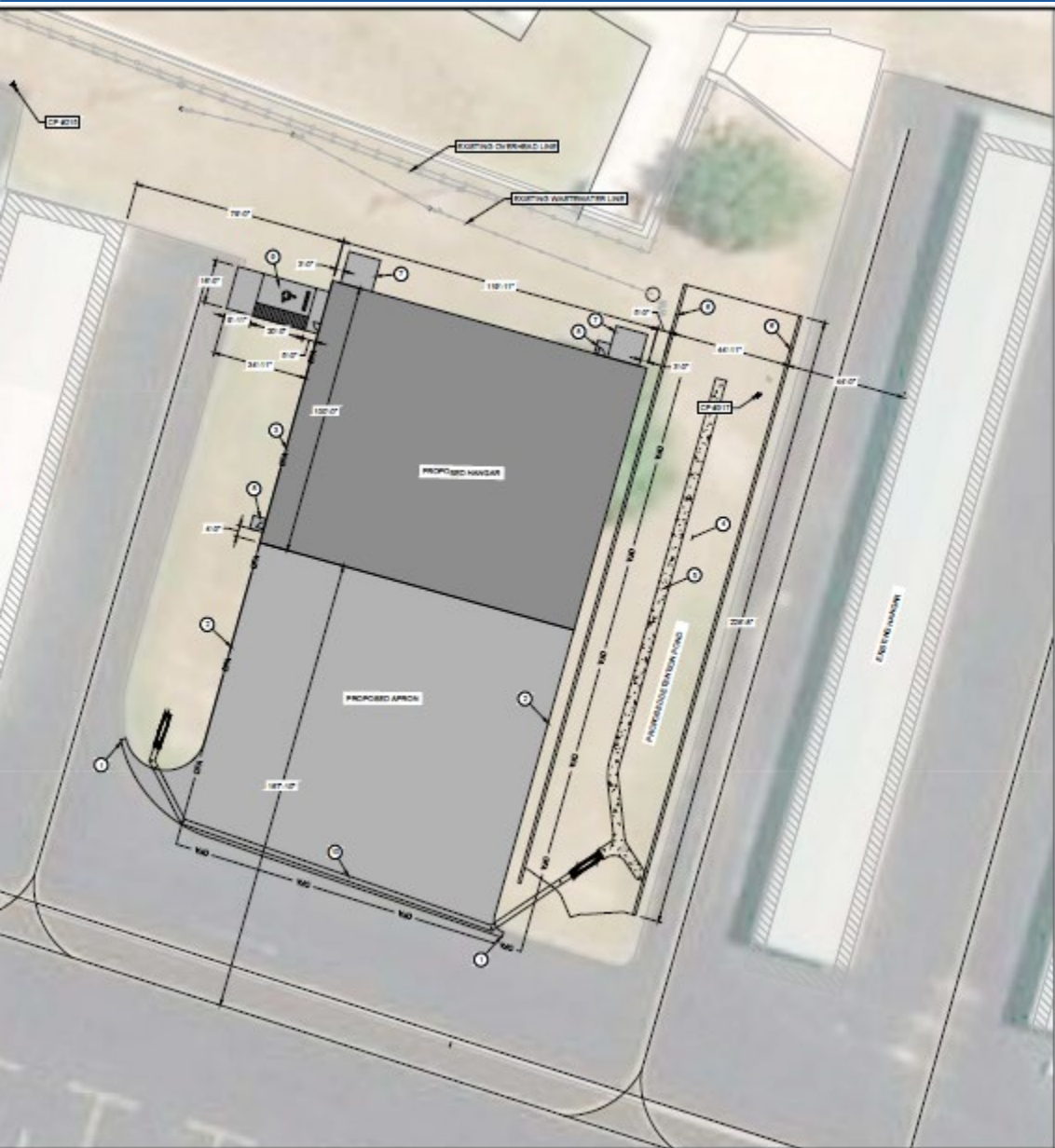
An aerial photograph of an airport runway and taxiway, viewed from a high angle. The runway is a long, straight strip of asphalt with white dashed lines down the center and solid lines on the edges. To the left of the runway, there are several large hangars and other airport buildings. The surrounding area is a mix of grass and trees. The entire image is overlaid with a dark blue, semi-transparent filter. The text "CURRENT PROJECTS & UPDATES" is written in a white, serif font, positioned on the left side of the image.

CURRENT PROJECTS & UPDATES

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OTHER PROJECTS & UPDATES



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QUESTIONS/ COMMENTS



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Fire Marshal Fire Inspection Program Overview





Fire Marshal

Johnny Caraway

What's the inspection process?



The Fire Marshal designates businesses for inspection on a monthly basis.



Upon arrival at the business, he will either schedule an inspection with the business owner/manager or complete the inspection at that time.



The fire inspection is conducted systematically, starting on the outside of the building and progressing to the interior. As he progresses through the premises, he identifies any violations and documents them.



The business owner/manager is provide with a comprehensive report detailing the identified violations and corresponding recommendations.



The business typically receives 14 days to address any violations. However, in certain instances where the business must process work orders through a corporate office, the re-inspection date may extend to 30 days.

If Access is denied by the building occupant, owner, or manager, the following steps are taken.



- If the occupant of the building is not the owner, the Fire Marshal will attempt to contact the building owner either in person or by phone to arrange a time for the inspection.
- If attempts to contact the owner in person or by phone are unsuccessful, a formal letter will be sent to the owner, requesting voluntary access.
- If prior attempts prove unsuccessful or the owner declines voluntary access, the Fire Marshal has the authority to seek an administrative search warrant for the building to conduct the inspection. This course of action is used as a last resort.

Inspections conducted between September 2023 and February 2024



603 inspections



272 annual



331 re-inspections



800 Violations
identified



Common Violations

- 800 Violations were identified

Electrical hazards – 148

No Fire Extinguisher – 65

Fire Extinguisher not tagged/no annual – 116

Non-operational emergency lights – 143

Fire extinguisher not mounted – 30

Address not visible – 46

Exit sign not illuminated – 56

Exit door blocked – 19

Extension cord used as permanent wiring – 27

No emergency lights where required – 39



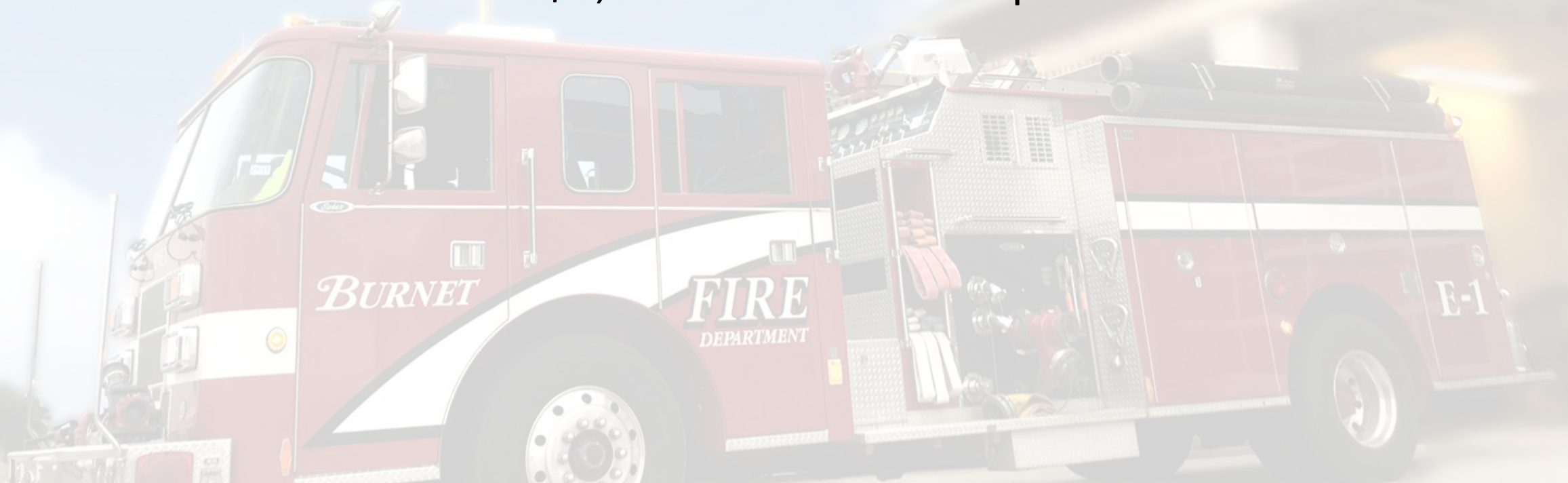
BURNET

FIRE
DEPARTMENT

E-1

Current inspection fee schedule.

- There is no fees for the initial inspection or re-inspection. However, if violations are not corrected after the initial re-inspection the city enforces a fee for any subsequent re-inspections.
- To date we have billed \$1,850 dollars in re-inspection fees.



City of Burnet

Financial Report



FYTD February 29, 2024



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GENERAL FUND

The General Fund ended the period with a profit of \$2,549,168. Total revenues are tracking above the average budget for the period mainly because of the timing of property tax collections.

The General Fund's primary revenues include:

- **Property tax collections** – ended the period at 95% of budget and increased by \$397,629 over last year.
- **Sales tax collections** – ended the period at 45% of budget and increased by \$91,916 over the same period last year.
- **EMS transfer collections** – ended the period at 50% of budget and increased by \$172,157 over the same period last year.
 - The hospital transfer call volume has increased by 8% over the same period last year.
- **Transfers In from other funds** – ended the period at 38% of budget and increased by \$37,432 over the same period last year.

Total expenditures ended the period right on track at 41% of budget.

GOLF COURSE

The Golf Course ended the period with a profit of \$124,564 which is down \$74,925 from this time last year mainly because of increasing expenses.

Total revenues ended the period at 44% of budget. Compared to last year, revenues have increased \$65,900 mainly because of the rate increases that went into effect in July of 2023 and a slight increase in the number of green fee rounds.

Operating Expenses ended the period on track at 40% of budget. Compared to last year, expenses have increased by \$140,825 mainly because of increasing personnel costs, the early purchase of supplies including range balls and chemicals and increasing maintenance costs of the irrigation system and bunkers.

ELECTRIC FUND

The Electric fund ended the period with a profit of \$119,486 and total revenues and expenses are tracking as expected with the budget. Compared to last year, electric consumption in total is down by less than 1%.



CITY OF BURNET
FYTD FEBRUARY FINANCIAL SUMMARY

FY 2024

WATER/WASTEWATER

The Water/Wastewater fund ended the period with a profit of \$90,598 and total revenues and expenses are tracking as expected with the budget. Compared to last year, water consumption has increased by 3.07%.

AIRPORT (Restricted Fund)

The Airport Fund ended the period with a profit of \$37,964 and total revenues and expenses are tracking as expected with the budget.

Compared to last year, avgas gallons sold are down 10% and jet gallons sold are down 8%.

CASH RESERVES

Total "Unrestricted" cash reserve balance for the city as of February 29, 2024, was \$8,531,520. That is **\$4,031,520** above our 90-day required reserve amount.

Total "Restricted by Council" cash reserve balance for the city as of February 29, 2024, was **\$4,780,496**.

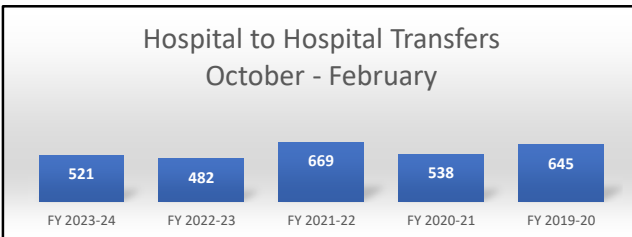
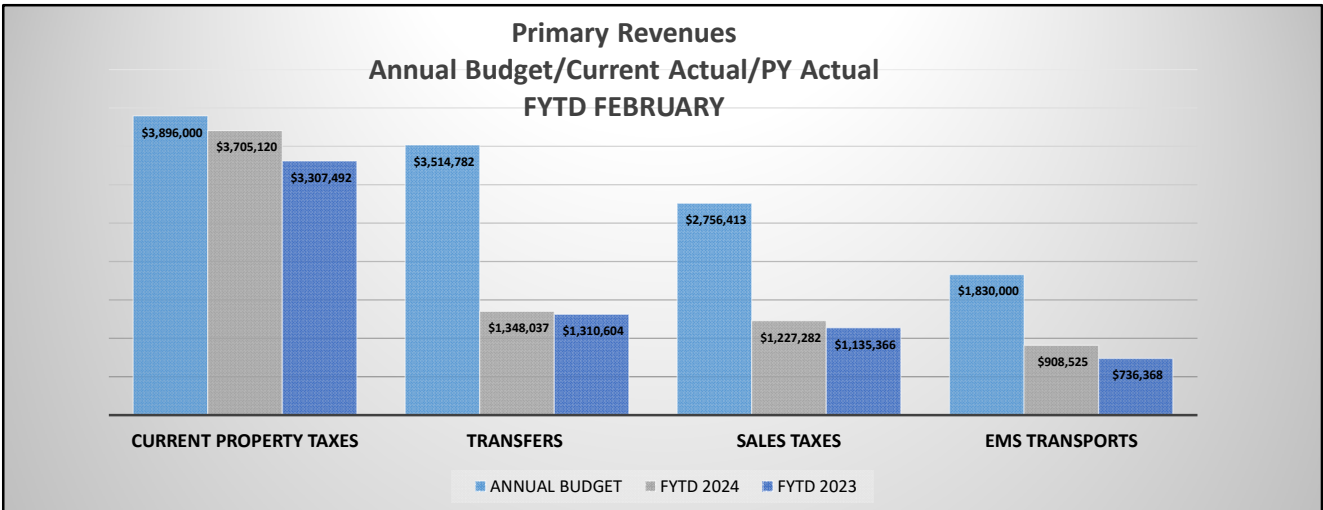
GENERAL FUND DASHBOARD

FYTD FEBRUARY 2024

CURRENT RESULTS COMPARISON

	ORIGINAL BUDGET	ACTUAL FYTD FEB 2024	% OF BUDGET	PY BUDGET 2022-2023	ACTUAL FYTD FEB 2023	% OF BUDGET
REV	\$ 15,442,407	\$ 8,680,712	56%	\$ 14,766,308	\$ 7,938,189	54%
EXPENSES	14,878,137	6,131,545	41%	14,305,521	5,784,239	40%
PROFIT (LOSS)	\$ 564,270	\$ 2,549,168		\$ 460,787	\$ 2,153,949	

TABLES/CHARTS



Hosp to Hosp Transfers		
FYTD 2024	521	
FYTD 2023	482	
Increase (Decrease)	39	8%

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

41.66% of year complete

	ORIGINAL BUDGET 2023-24	ACTUAL FYTD FEB 2024	% OF BUDGET	PY BUDGET 2022-2023	PY ACTUAL FYTD FEB 2023	% OF BUDGET
REVENUE						
Ad valorem taxes	\$ 3,896,000	\$ 3,705,120	95%	\$ 3,476,000	\$ 3,307,492	95%
Sales taxes	2,756,413	1,227,282	45%	2,782,000	1,135,366	41%
Interfund Transfers	3,514,782	1,348,037	38%	3,396,724	1,310,604	39%
EMS Transfers	1,830,000	908,525	50%	2,072,000	736,368	36%
Franchise and other taxes	264,000	145,538	55%	162,000	181,787	112%
Court Fines and Fees	163,000	57,264	35%	140,000	68,157	49%
Grants & Donations	3,000	2,167	72%	9,500	1,824	19%
Licenses & Permits	176,500	65,545	37%	153,300	76,870	50%
Charges for Services	2,486,812	1,015,082	41%	2,369,684	924,145	39%
Other Revenue	351,900	206,151	59%	205,100	195,575	95%
Use of Fund Balance (for Abatements)	30,000	30,000	100%	-	-	#DIV/0!
Total Revenue	\$ 15,472,407	\$ 8,710,712	56%	\$ 14,766,308	\$ 7,938,189	54%
<i>Total Revenue less fund balance</i>	<i>\$ 15,442,407</i>	<i>\$ 8,680,712</i>	<i>56%</i>	<i>\$ 14,766,308</i>	<i>\$ 7,938,189</i>	<i>54%</i>
EXPENDITURES						
Personnel Services	\$ 9,966,970	\$ 4,065,562	41%	\$ 9,592,515	\$ 3,850,844	40%
Supplies & Materials	589,175	202,076	34%	591,175	211,836	36%
Repairs & Maint	652,520	240,547	37%	612,211	244,738	40%
Contractual Services	2,200,015	974,941	44%	2,102,170	860,193	41%
Other Designated Expenses	752,047	339,418	45%	686,568	312,985	46%
Transfers to Self-funded	511,937	213,307	42%	514,037	202,487	39%
Capital Outlay	-	10,286	-	-	11,695	-
Transfers to Golf Admin/Grant Fund	205,473	85,407	42%	206,845	89,461	43%
Sub-total	<u>\$ 14,878,137</u>	<u>\$ 6,131,545</u>	<u>41%</u>	<u>\$ 14,305,521</u>	<u>\$ 5,784,239</u>	<u>40%</u>
CAPITAL/OTHER EXP (USES OF FUND BAL)						
Transfers - Capital/Other Uses of FB	30,000	30,000	100%	\$ -	\$ -	#DIV/0!
	<u>\$ 30,000</u>	<u>\$ 30,000</u>	<u>100%</u>	<u>\$ -</u>	<u>\$ -</u>	<u>#DIV/0!</u>
Total Expenditures	\$ 14,908,137	\$ 6,161,545	41%	\$ 14,305,521	\$ 5,784,239	40%
<i>Total Expenditures less Capital/Other</i>	<i>\$ 14,878,137</i>	<i>\$ 6,131,545</i>	<i>41%</i>	<i>\$ 14,305,521</i>	<i>\$ 5,784,239</i>	<i>40%</i>
NET CHANGE IN FUND BALANCE	\$ 564,270	\$ 2,549,168		\$ 460,787	\$ 2,153,949	

KEY VARIANCES - BUDGET vs ACTUAL (41.66% of Year Complete)

Revenues

-Ad valorem taxes are tracking above the average budget for the period because of the timing of collections. This is expected given that the majority of collections are typically received in December or January each year.

- Court revenues are tracking lower than expected and the prior year. Part of the decrease may be a timing difference due to the fact that the previous Court Clerk left in October and the new Court Administrator did not start until 1/22/2024 so during that period, no one was actively pursuing payments, issuing warrants, or setting up payment plans.

-Licenses & Permits are tracking below the average budget mainly because of decreased inspection fees. State legislation changed in September which means the current ordinance for inspection fees is no longer in compliance. Staff is planning to review options to establish a new rate.

Expenditures

- See Expenditures by Department/Category for more detail.

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

41.66% of year complete

	ORIGINAL BUDGET			ACTUAL			PY BUDGET		
	2023-24			FYTD FEB 2024			2022-2023		
					% OF				% OF
					BUDGET				BUDGET
EXPENDITURES (Less transfers to capital/other):									
City Council									
Personnel Services	\$	450	\$	-		\$	-	\$	-
Supplies & Materials		1,550		554	36%		2,000		23
Repairs & Maint		1,000		85	9%		1,000		126
Contractual Services		8,020		9,500	118%		7,020		2,447
Other Designated Expenses		9,075		4,938	54%		8,575		4,895
Total Expenditures		20,095		15,077	75%		18,595		7,491
General Administration									
Personnel Services		1,330,989		514,775	39%		1,277,069		502,332
Supplies & Materials		20,400		10,774	53%		21,700		8,478
Repairs & Maint		109,000		36,142	33%		91,000		33,740
Contractual Services		281,090		150,848	54%		260,303		124,440
Other Designated Expenses		475,964		229,530	48%		423,581		204,395
Transfers for Golf Admin /Grant Fur		205,473		85,407	42%		206,845		89,461
Total Expenditures		2,422,916		1,027,474	42%		2,280,498		962,846
Municipal Court									
Personnel Services		75,689		39,308	52%		73,658		30,378
Supplies & Materials		675		398	59% imm.		675		42
Repairs & Maint		6,500		-	0%		8,500		-
Contractual Services		27,500		12,929	47%		15,300		6,860
Other Designated Expenses		7,150		4,907	69%		5,050		3,003
Total Expenditures		117,514		57,541	49%		103,183		40,282
Police/Animal Shelter/K-9									
Personnel Services		2,748,870		1,100,212	40%		2,610,113		1,043,241
Supplies & Materials		130,300		46,741	36%		138,200		49,242
Repairs & Maint		121,370		44,392	37%		113,950		45,606
Contractual Services		243,584		112,977	46%		228,350		99,255
Other Designated Expenses		91,308		51,010	56%		99,162		36,604
Transfers to Self-funded		174,839		72,850	42%		181,341		75,559
Capital Outlay		-		10,286			-		-
Total Expenditures		3,510,271		1,438,467	41%		3,371,116		1,349,507
Fire/EMS									
Personnel Services		3,684,261		1,606,492	44%		3,584,056		1,441,811
Supplies & Materials		249,050		89,544	36%		243,650		89,054
Repairs & Maint		176,000		71,242	40%		174,500		71,968
Contractual Services		324,518		135,971	42%		302,070		114,277
Other Designated Expenses		93,600		28,949	31%		74,600		39,998
Transfers to Self-funded		260,079		108,366	42%		267,868		111,612
Capital Outlay		-		-			-		-
Total Expenditures		4,787,508		2,040,565	43%		4,646,744		1,868,721
Streets									
Personnel Services		791,616		325,168	41%		753,705		327,940
Supplies & Materials		80,550		22,061	27%		77,300		36,605
Repairs & Maint		94,000		38,894	41%		89,400		28,964
Contractual Services		7,350		4,562	62%		8,750		1,925
Other Designated Expenses		6,000		222	4%		5,000		195
Transfers to Self-funded		34,504		14,377	42%		26,611		11,088
Capital Outlay		-		-			-		-
Total Expenditures		1,014,020		405,285	40%		960,766		406,716
City Shop									
Personnel Services		72,756		29,821	41%		78,439		26,409
Supplies & Materials		17,850		4,230	24%		15,000		7,594
Repairs & Maint		12,200		4,200	34%		12,500		3,676
Contractual Services		6,380		2,745	43%		6,380		2,405
Other Designated Expenses		5,000		2,860	57%		5,050		2,053
Total Expenditures		114,186		43,856	38%		117,369		42,137
Sanitation									
Contractual Services		1,002,573		408,985	41%		974,947		401,069
Other Designated Expenses		25,000		5,233	21%		25,000		7,220
Total Expenditures		1,027,573		414,218	40%		999,947		408,289
PW Admin									
Personnel Services		169,543		69,164	41%		164,985		67,451
Supplies & Materials		2,700		500	19%		1,800		547
Repairs & Maint		500		579	116% i		200		85
Contractual Services		1,000		1,620	162%		-		436
Other Designated Expenses		4,000		2,117	53%		850		2,481
Transfers to Self-funded		-		-			-		-
Total Expenditures		177,743		73,981	42%		167,835		71,000

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

41.66% of year complete

	ORIGINAL BUDGET 2023-24	ACTUAL FYTD FEB 2024	% OF BUDGET	PY BUDGET 2022-2023	PY ACTUAL FYTD FEB 2023	% OF BUDGET
EXPENDITURES (Less transfers to capital/other):						
Parks						
Personnel Services	629,305	221,214	35%	589,046	227,966	39%
Supplies & Materials	76,500	23,482	31%	79,000	19,031	24%
Repairs & Maint	108,450	35,485	33%	101,650	42,840	42%
Contractual Services	87,900	38,400	44%	88,650	32,828	37%
Other Designated Expenses	9,150	3,148	34%	8,500	672	8%
Capital Outlay		-			11,695	
Transfers to Self-funded	32,367	13,486	42%	28,069		0%
Total Expenditures	943,672	335,215	36%	894,915	335,032	37%
Galloway Hammond						
Repairs & Maint	5,000	1,353	27%	5,000	13,626	273%
Contractual Services	100,000	41,667	42%	100,000	41,667	42%
Capital Outlay	-	-	0%	-	-	0%
Total Expenditures	105,000	43,019	41%	105,000	55,292	53%
Development Services						
Personnel Services	188,510	68,550	36%	187,774	74,951	40%
Supplies & Materials	6,000	3,010	50%	5,650	974	17%
Repairs & Maint	8,000	2,396	30%	8,261	1,948	24%
Contractual Services	102,300	51,536	50%	99,050	31,333	32%
Other Designated Expenses	20,250	5,430	27%	28,200	8,320	30%
Capital Outlay				-	-	
Total Expenditures	325,060	130,922	40%	328,935	117,525	36%
Engineering						
Personnel Services	274,981	90,859	33%	273,670	108,365	40%
Supplies & Materials	3,600	782	22%	6,200	246	4%
Repairs & Maint	10,500	5,780	55%	6,250	2,160	35%
Contractual Services	7,800	3,203	41%	11,350	1,251	11%
Other Designated Expenses	5,550	1,074	19%	3,000	3,150	105%
Transfers to Self-funded	10,148	4,228	42%	10,148	4,228	42%
Total Expenditures	312,579	105,926	34%	310,618	119,401	
TOTAL EXPENDITURES	\$ 14,878,137	\$ 6,131,545	41%	\$ 14,305,521	\$ 5,784,239	40%

KEY EXPENDITURE VARIANCES - BUDGET vs ACTUAL (41.66% of Year Complete)

<i>CITY COUNCIL - Contractual Services are tracking higher than the average budget because they include expenses for the new Council SharePoint site which was not part of the original budget.</i>
<i>CITY COUNCIL - Other Designated Expenses are tracking higher than the average budget mainly because it includes council's travel and conference expenses for the 2023 TML Conference held in October.</i>
<i>ADMIN - Supplies are tracking higher than the average budget mainly because of postage refill costs.</i>
<i>ADMIN - Contractual Services are tracking above budget because of the timing of the Audit (majority of work is performed in Dec) and increasing City Attorney services. The bulk of City Attorney fees are related to a code enforcement property issue that will be reimbursed if the property lien is paid.</i>
<i>ADMIN - Designated expenses are tracking higher than the average budget because of the timing of the insurance payments which are paid quarterly and an increase in employee programs due to HR Director planning quarterly employee events.</i>
<i>COURT - Personnel costs are tracking higher than average because the City's long tenured Court Clerk retired in October and received payout for accrued comp, sick, and vacation time.</i>
<i>COURT - Other Designated Expenses include employee programs which are tracking higher than the average budget because the City had a retirement party for the retiring Court Clerk in October.</i>
<i>PD - Designated Expenses include the purchase of non capital assets which are tracking higher than the average mainly because of the replacement of computers, the timing of the quarterly insurance payments, and travel expenses including payment for the Administrative Officers Course (AOC) program and per diem paid in advance for officer Stewart.</i>
<i>STREETS - Contractual services include uniforms and are tracking higher than the average budget because of the purchase of replacement boots and uniforms in October and November.</i>
<i>CITY SHOP -Other Designated services includes non capital equipment which is tracking higher than average due to purchase of portable generator for the shop.</i>
<i>PW ADMIN -Contractual services includes communications which are tracking higher than average due to service contract for new laptops for the department.</i>
<i>PW ADMIN - Other Designated Expenses are tracking higher than the average budget because of travel. Director attended TML in October and APA conference in November.</i>
<i>DEVELOPMENT SERVICES - Office supplies are tracking higher than the average budget because of postage costs for required notifications and the purchase of ink for the plotter.</i>
<i>DEVELOPMENT SERVICES - Contractual services are tracking higher than the average budget because of increasing inspection fees performed by ATS.</i>
<i>ENGINEERING - R&M expenses include software expenses which are tracking higher than the average budget because of the timing of software purchases. SmartNet and infrastructure software were purchased during first quarter.</i>

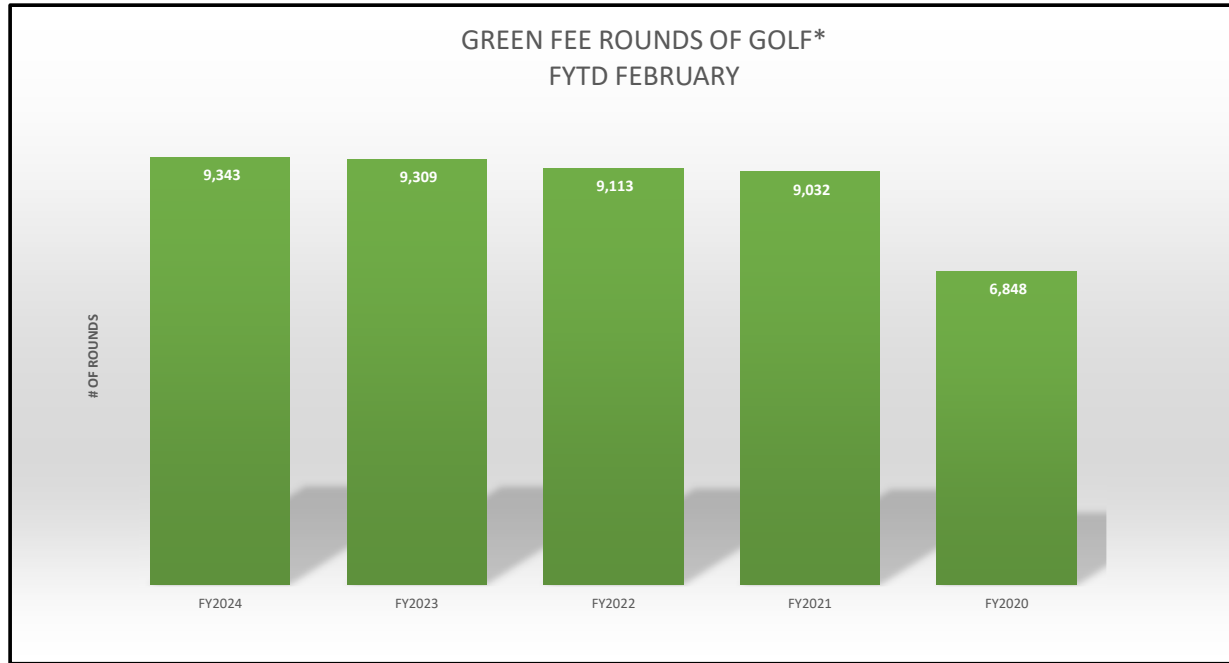
GOLF COURSE FUND DASHBOARD

FYTD FEBRUARY 2024

CURRENT RESULTS COMPARISON

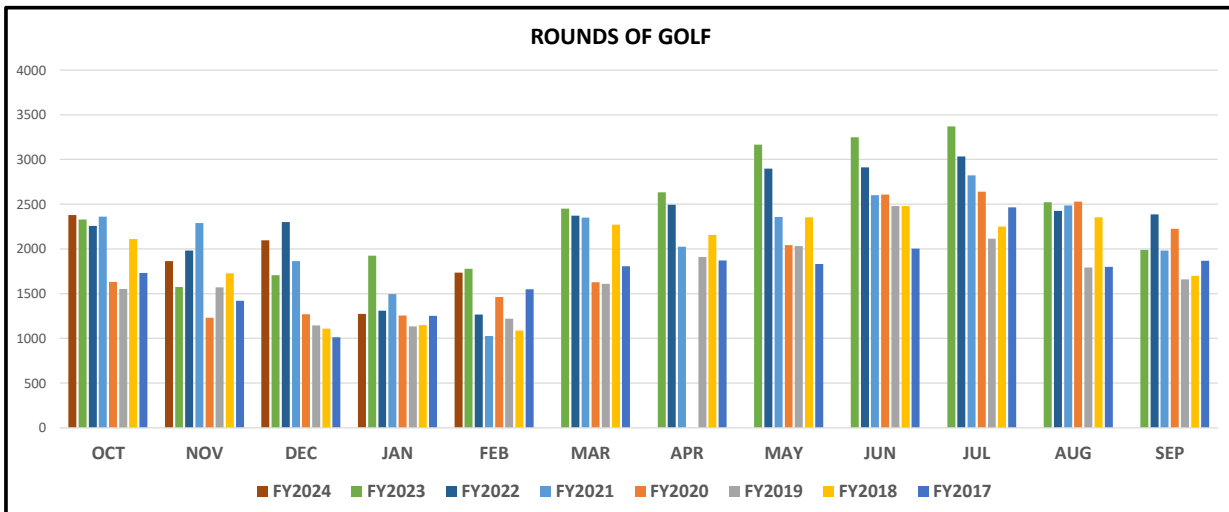
	ORIGINAL BUDGET	ACTUAL FYTD FEB 2024	% OF BUDGET	PY BUDGET 2022-2023	ACTUAL FYTD FEB 2023	% OF BUDGET
REV (net of cogs/tourn exp)	\$ 2,144,918	\$ 949,726	44%	\$ 1,860,895	\$ 883,826	47%
EXPENSES	2,077,634	825,162	40%	1,778,214	684,338	38%
PROFIT (LOSS)	\$ 67,284	\$ 124,564		\$ 82,681	\$ 199,489	

TABLES/CHARTS



Rounds of Golf*	FYTD
2023-2024	9,343
2022-2023	9,309
OVER (UNDER)	34
	0.37%

*Does not include annual dues or tournament rounds played.



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

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

		41.66% of year complete								
		ORIGINAL BUDGET	ACTUAL	% OF	PY BUDGET	PY ACTUAL	% OF			
		2023-24	FYTD FEB 2024	BUDGET	2022-2023	FYTD FEB 2023	BUDGET			
Revenues										
Charges for Services:										
Green Fees/Cart Rentals	\$	1,075,000	\$	405,622	38%	\$	947,205	\$	369,363	39%
Member Charges		257,500		213,384	83%		232,000		206,319	89%
Net Tournament Fees		190,000		77,312	41%		144,000		66,800	46%
Driving Range		82,000		32,237	39%		62,000		22,602	36%
Net Charges for Services		1,604,500		728,556	45%		1,385,205		665,085	48%
Pro Shop Merchandise Sales (Net)		78,420		25,291	32%		72,655		26,307	36%
Snack Bar Sales (Net)		180,000		67,349	37%		147,744		61,713	42%
Transfer from GF (Admin/Use of FB)		205,473		88,807	43%		206,845		89,383	43%
Other Revenue		76,525		39,723	52%		48,446		41,338	85%
Total Revenues		2,144,918		949,726	44%		1,860,895		883,826	47%
Expenses										
Personnel Services		1,255,258		466,169	37%		1,067,824		416,518	39%
Supplies & Materials		147,800		58,618	40%		129,550		36,994	29%
Repairs & Maint		100,500		55,005	55%		84,300		22,393	27%
Contractual Services		99,950		34,168	34%		67,600		24,086	36%
Other Designated Expenses		69,150		39,269	57%		52,750		24,401	46%
Transfers to Self-funded		149,503		62,293	42%		169,345		70,560	42%
Admin Allocation		255,473		109,640	43%		206,845		89,383	43%
Total Expenses		2,077,634		825,162	40%		1,778,214		684,338	38%
Change in Net Position		67,284		124,564			82,681		199,489	
Operating Subsidy from General Fund		-		-			-		-	
Net Position		67,284		124,564			82,681		199,489	
Green Fee Rounds				9,343					9,309	
Green Fee Rev Per Round				\$ 43.41					\$ 39.68	

KEY VARIANCES - BUDGET vs ACTUAL (41.66% of Year Complete)

Revenues

NOTE: The Golf Course did increase green fee rates by \$3.00 and cart rental rates by \$2.00 at the end of July 2023.

- The majority of Member Charges which include pre-paid green fees, trail fees, annual cart rental and storage are collected in October and April of each year.
- Transfer from General Fund (GF) is used to offset the admin allocation less \$4,167 monthly (or \$50,000 annually).
- Other Revenue includes Interest Income which is coming in higher than expected because of high interest rates at Texpool. Texpool is averaging just over 5.3% interest.

Expenses

- R&M Expenses are tracking higher than the average straight-lined budget because of equipment and irrigation repairs, along with the early purchase of bunker sand including higher than expected freight charges.
- Other Designated Expenses are tracking higher than the average budget mainly because of increasing credit card fees associated with increasing revenues and insurance expenses.
- Admin allocation is offset by the Transfer from GF less \$4,167 monthly (or \$50,000 annually).

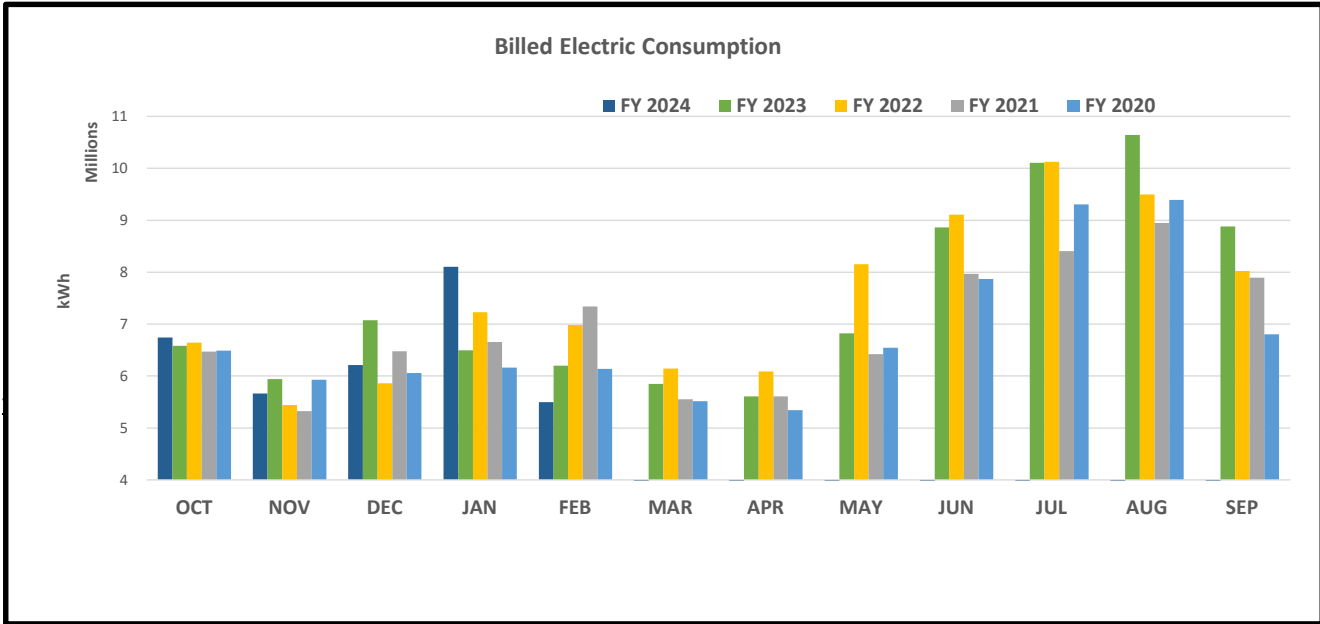
ELECTRIC FUND DASHBOARD

FYTD FEBRUARY 2024

CURRENT RESULTS COMPARISON

	ORIGINAL BUDGET	ACTUAL FYTD FEB 2024	% OF BUDGET	PY BUDGET 2022-2023	ACTUAL FYTD FEB 2023	% OF BUDGET
REV (net of cogs)	\$ 4,300,026	\$ 1,668,151	39%	\$ 4,089,298	\$ 1,576,073	39%
EXPENSES	3,926,232	1,548,665	39%	3,786,446	1,433,106	38%
PROFIT (LOSS)	\$ 373,794	\$ 119,486		\$ 302,852	\$ 142,967	

TABLES/CHARTS



FYTD 2024	32,223,211
FYTD 2023	32,285,697
ytd variance	(62,486)
% variance	-0.19%

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

41.66% of year complete						
	ORIGINAL BUDGET 2023-24	ACTUAL FYTD FEB 2024	% OF BUDGET	PY BUDGET 2022-2023	PY ACTUAL FYTD FEB 2023	% OF BUDGET
REVENUES						
Electric Sales	\$ 9,781,915	\$ 3,856,447		\$ 9,090,778	\$ 3,668,694	
Less Cost of Power	5,776,753	2,320,223		5,237,806	2,174,249	
Net Electric Sales	4,005,162	1,536,224	38%	3,852,972	1,494,445	39%
Penalties	94,446	45,939	49%	87,766	36,393	41%
Pole Rental	48,750		0%	48,400	-	0%
Credit Card Convenience Fees	56,668	22,993	41%	52,660	21,104	
Other Revenue	65,000	32,995	51%	47,500	24,132	51%
Transfer from Hotel/Motel Fund*	30,000	30,000	100%	-	-	
Use of Fund Balance		-		-	-	
Total Revenue	\$ 4,300,026	\$ 1,668,151	39%	\$ 4,089,298	\$ 1,576,073	39%
<i>Total Revenue less fund balance</i>	<i>\$ 4,300,026</i>	<i>\$ 1,668,151</i>	<i>39%</i>	<i>\$ 4,089,298</i>	<i>\$ 1,576,073</i>	<i>39%</i>
EXPENSES						
Personnel Services	1,015,932	387,613	38%	945,807	358,672	38%
Supplies & Materials	74,700	19,475	26%	77,100	18,574	24%
Repairs & Maint	198,500	70,340	35%	191,000	52,036	27%
Contractual Services	171,200	71,705	42%	158,400	85,208	54%
Other Designated Expenses	83,500	44,873	54%	89,050	35,278	40%
Capital Outlay *	55,000	62,743	114%	25,000	1,654	7%
Transfers to Debt Service	51,500	21,458	42%	53,000	22,083	42%
Transfers to Self-funded	23,546	9,811	42%	25,418	10,591	42%
Return on Investment	1,675,657	644,464	38%	1,678,174	645,714	38%
Admin Allocation	463,570	172,433	37%	432,742	159,522	37%
Shop Allocation	28,546	10,964	38%	29,342	10,534	36%
PW Admin Allocation	53,323	22,194	42%	50,351	21,300	42%
Engineering Allocation	31,258	10,593	34%	31,062	11,940	38%
Transfer to Capital				-	-	
Total Expenses	\$ 3,926,232	\$ 1,548,665	39%	\$ 3,786,446	\$ 1,433,106	38%
<i>Total Expenses less xfers to capital and other uses of fund balance</i>	<i>\$ 3,926,232</i>	<i>\$ 1,548,665</i>	<i>39%</i>	<i>\$ 3,786,446</i>	<i>\$ 1,433,106</i>	<i>38%</i>
Change in Net Position	\$ 373,794	\$ 119,486		\$ 302,852	\$ 142,967	

KEY VARIANCES - BUDGET vs ACTUAL (41.66% of Year Complete)

Revenues

- Pole Rental Charges are typically invoiced in February and received by April or May.
- Other revenues are tracking higher than expected because it includes \$8,000 of contributions received to help offset the cost of the Christmas nativity scene that was purchased.
- Transfer from Hotel/Motel Fund is to help offset cost of Christmas Decorations which were purchased during first quarter.

Expenses

- Other designated expenses is tracking ahead of budget because it includes non capital equipment and the department purchased a 12Ton Die Crimper for \$4,575 in January.
- Capital Outlay Expenses are tracking above the average budget because of the purchase of several large Christmas decorations early in the year that include new garland with bows, a polar bear, and a nativity scene for the square. The City received contributions in the amount of \$8,000 to help offset the cost of the nativity scene along with \$30,000 from Hotel Motel fund for Christmas decorations. In addition, the BEDC approved funding \$25,000 for marketing and holiday decorations which will be transferred pending approval of the 2nd quarter budget amendments.

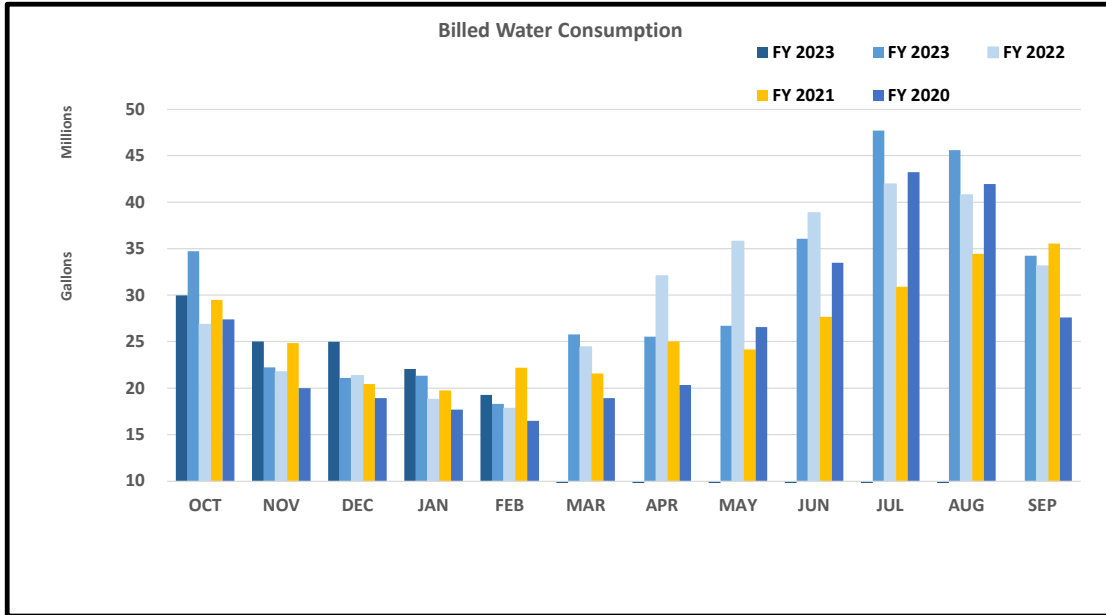
WATER/WW FUND DASHBOARD

FYTD FEBRUARY 2024

CURRENT RESULTS COMPARISON

	ORIGINAL	ACTUAL	% OF	PY BUDGET	ACTUAL	% OF
	BUDGET	FYTD FEB 2024	BUDGET	2022-2023	FYTD FEB 2023	BUDGET
REV	\$ 4,707,667	\$ 1,868,438	40%	\$ 4,624,417	\$ 1,822,157	39%
EXPENSES	4,465,763	1,777,839	40%	4,330,936	1,741,845	40%
PROFIT (LOSS)	\$ 241,904	\$ 90,598		\$ 293,481	\$ 80,312	

TABLES/CHARTS



Billed Consumption in gallons:

FYTD 2024	121,334,513
FYTD 2023	117,717,192
Variance	3,617,321
% variance	3.07%

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

	41.66% of year complete					
	ORIGINAL BUDGET	ACTUAL	% OF	PY BUDGET	PY ACTUAL	% OF
	2023-24	FYTD FEB 2024	BUDGET	2022-2023	FYTD FEB 2023	BUDGET
REVENUE						
Water Sales	\$ 2,487,867	\$ 960,530	39%	\$ 2,482,303	\$ 971,585	39%
Wastewater Sales	1,975,800	830,791	42%	1,932,000	796,705	41%
Penalties	45,000	19,988	44%	45,072	18,629	41%
Water/Sewer Connects	37,000	11,405	31%	37,000	9,250	25%
Credit Card Convenience Fees	27,000	12,382	46%	25,042	11,366	45%
Other Revenue	60,000	33,343	56%	28,000	14,623	52%
Use Impact Fees	75,000	-	0%	75,000	-	0%
Use of Fund Balance	-	-		1,135,000	-	0%
Total Revenue	\$ 4,707,667	\$ 1,868,438	40%	\$ 5,759,417	\$ 1,822,157	32%
<i>Total Revenue less fund balance</i>	<i>\$ 4,707,667</i>	<i>\$ 1,868,438</i>	<i>40%</i>	<i>\$ 4,624,417</i>	<i>\$ 1,822,157</i>	<i>39%</i>
EXPENSES						
Personnel Services	1,510,138	550,491	36%	\$ 1,410,682	573,097	41%
Supplies & Materials	226,650	101,407	45%	190,300	92,706	49%
Repairs & Maint	365,250	109,499	30%	383,750	119,330	31%
Contractual Services	307,100	156,762	51%	300,050	124,519	41%
Cost of Water	70,000	55,334	79%	70,000	32,392	46%
Other Designated Expenses	113,521	48,115	42%	98,542	39,911	41%
Transfers to Debt Service	931,875	388,281	42%	930,125	387,552	42%
Transfers to Self-funded	10,148	4,228	42%	51,512	21,463	42%
In Lieu of Taxes	370,613	149,475	40%	363,953	145,773	40%
Admin Allocation	329,792	131,321	40%	305,298	118,408	39%
Shop Allocation	28,546	10,964	38%	29,342	10,534	36%
PW Admin Allocation	71,098	29,592	42%	67,134	28,400	42%
Engineering Allocation	125,032	42,370	34%	124,248	47,760	38%
Capital Outlay	6,000	-	0%	6,000	-	0%
Transfer to Capital	-	-		1,135,000	-	0%
Total Expenses	\$ 4,465,763	\$ 1,777,839	40%	\$ 5,465,936	\$ 1,741,845	32%
<i>Total Expenses less Transfers to Capital and other uses of fund balance</i>	<i>\$ 4,465,763</i>	<i>\$ 1,777,839</i>	<i>40%</i>	<i>\$ 4,330,936</i>	<i>\$ 1,741,845</i>	<i>40%</i>
Change in Net Position	\$ 241,904	\$ 90,598		\$ 293,481	\$ 80,312	

KEY VARIANCES - BUDGET vs ACTUAL 41.66% of Year Complete)

Revenues

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

Expenses

-Contractual Services are tracking higher than the average budget because of increasing utility costs during December and January.

-Cost of Water is tracking higher than the average budget because the billing for September is paid in October. Consumption was high in September because of the heat/drought and production was higher during the first quarter due to several leaks.

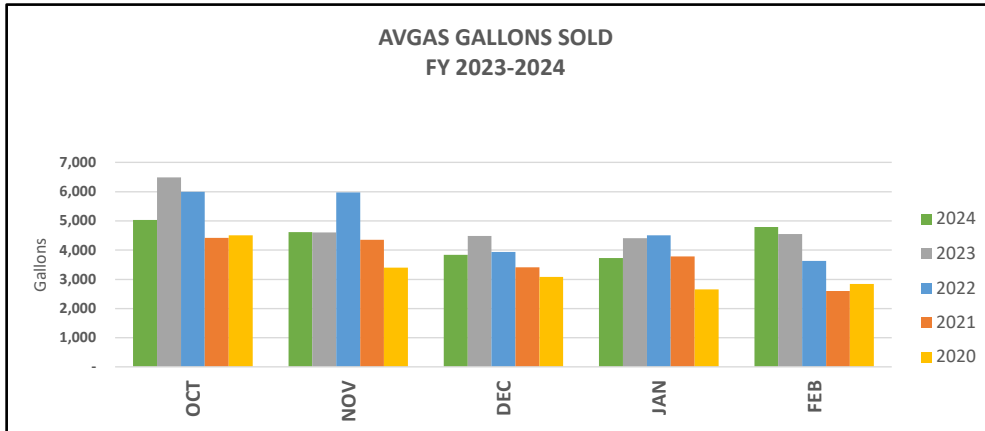
AIRPORT FUND DASHBOARD

FYTD FEBRUARY 2024

CURRENT RESULTS COMPARISON

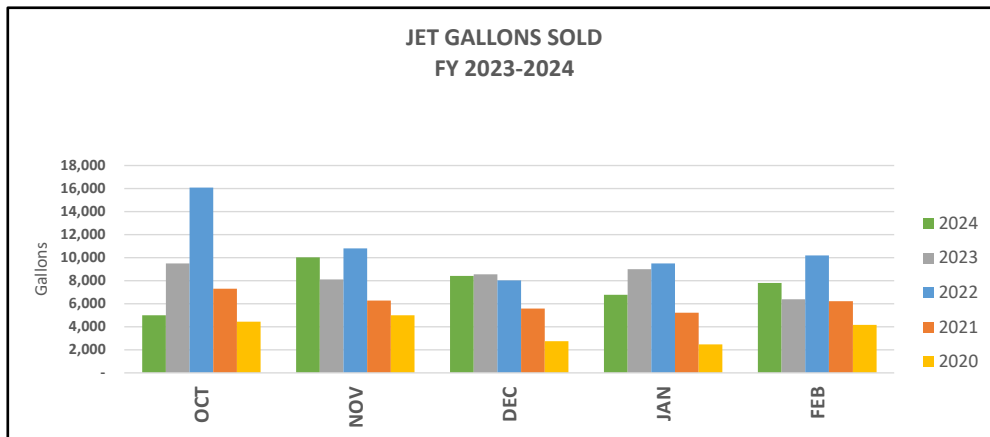
	ORIGINAL BUDGET	ACTUAL FYTD FEB 2024	% OF BUDGET	AMENDED BUDGET 2022-2023	ACTUAL FYTD FEB 2023	% OF BUDGET
REV (net of cogs)	\$ 335,757	\$ 138,155	41%	\$ 265,791	\$ 190,155	72%
EXPENSES	254,246	100,191	39%	172,048	157,298	91%
PROFIT (LOSS)	\$ 81,511	\$ 37,964		\$ 93,743	\$ 32,856	

TABLES/CHARTS



Avgas Gallons Sold:

FYTD 2024	22,005
FYTD 2023	24,550
Increase(decrease)	(2,545)
	-10.37%



Jet Gallons Sold:

FYTD 2024	38,058
FYTD 2023	41,578
Increase(decrease)	(3,520)
	-8.47%

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

	41.66% of year complete			AMENDED BUDGET 2022-2023	PY ACTUAL FYTD FEB 2023	% OF BUDGET
	ORIGINAL BUDGET 2023-2024	ACTUAL FYTD FEB 2024	% OF BUDGET			
REVENUE						
Av Gas Sales	\$ -			\$ 89,527		
Av Gas Purchases				71,574		
Net Sales				17,953		#DIV/0!
Jet Gas Sales				156,012		
Jet Gas Purchases				102,772		
Net Sales				53,240		#DIV/0!
Avgas Flowage Fees	4,000	3,223	81%	3,140	627	20%
Jet Flowage Fees	16,000	5,929	37%	11,122	3,078	
Penalties		-		450	-	
All Hangar Lease	171,000	70,125	41%	153,600	63,705	41%
CAF Admissions	15,580	6,730	43%	5,066	2,327	46%
McBride Lease	52,562	21,455	41%	45,893	15,343	33%
Thru the Fence Lease	12,020	-	0%	12,020	-	0%
Airport Parking Permit	3,840	1	0%	5,000	500	10%
Hangar Lease - FBO	25,755	10,587	41%	-	4,168	#DIV/0!
Interest Earned	35,000	20,106	57%	4,500	29,112	647%
Other		-		25,000	101	
Use of Fund Balance	110,263	25,098	23%	61,863	25,776	42%
Total Revenue	\$ 446,020	\$ 163,253	37%	\$ 327,654	\$ 215,931	66%
<i>Total Revenue less fund balance</i>	<i>\$ 335,757</i>	<i>\$ 138,155</i>	<i>41%</i>	<i>\$ 265,791</i>	<i>\$ 190,155</i>	<i>72%</i>
EXPENSES						
Personnel Services	\$ 103,284	\$ 44,300	43%	\$ 100,502	\$ 40,363	40%
Supplies & Materials	3,000	17	1%	3,000	1,124	37%
Repairs & Maint	3,925	1,500	38%	3,675	863	23%
Contractual Services	32,955	19,930	60%	10,750	59,174	550%
Other Designated Expenses	37,182	24,969	67%	33,082	29,771	90%
Transfers to Debt Service	60,263	25,098	42%	61,863	25,776	42%
Admin Allocation	23,900	9,476	40%	21,039	18,103	86%
Av fuel truck lease	-	-		-	3,350	#DIV/0!
Jet fuel truck lease	-	-		-	4,550	#DIV/0!
Transfers to Capital	100,000	-		-	-	
Total Expenses	\$ 364,509	\$ 125,290	34%	\$ 233,911	\$ 183,074	78%
<i>Total Exp - xfers to capital and debt svc.</i>	<i>\$ 254,246</i>	<i>\$ 100,191</i>	<i>39%</i>	<i>\$ 172,048</i>	<i>\$ 157,298</i>	<i>91%</i>
Change in Net Position	\$ 81,511	\$ 37,964		\$ 93,743	\$ 32,856	

NOTE

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

Under the new FBO contract:

-Net fuel sales are replaced by flowage fees.

-Fuel truck lease expenses are assumed by the FBO.

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

REVENUES:

NOTE: The timing of the Hangar Lease billing was changed during December of 2022 to begin billing ahead for the month. Therefore, last year's first quarter contains an extra billing period for leases.

- Jet flowage fees are tracking below average mainly because October sales were down significantly.

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

EXPENSES:

- Contractual Services are tracking above the average budget mainly because of professional services. The airport was required to have an environmental study performed that cost \$10,915 because of the fuel spill resulting from the plane crash in December. The cost has been submitted for insurance reimbursement.

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

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

	ANNUAL BUDGET 2023-24			ACTUAL FYTD FEB 2024			PY BUDGET 2022-2023			PY ACTUAL FYTD FEB 2023		
			% OF BUDGET								% OF BUDGET	
HOTEL/MOTEL FUND												
Revenues	\$	240,600	\$	125,863	52.31%	\$	191,900	\$	91,410	47.63%		
Expenses		210,074		80,745	38.44%		168,795		29,454	17.45%		
Net Profit (Loss)	\$	30,526	\$	45,119		\$	23,105	\$	61,956			
BEDC												
Revenues	\$	1,065,130	\$	481,954	45.25%	\$	4,015,333	\$	651,441	16.22%		
Expenses		911,698		300,399	32.95%		3,722,497		528,241	14.19%		
Net Profit (Loss)	\$	153,432	\$	181,554		\$	292,836	\$	123,200			
SELF FUNDED EQUIPMENT FUND												
Revenues	\$	767,600	\$	303,618	39.55%	\$	1,539,000	\$	1,086,873	70.62%		
Expenses		767,600		224,263	29.22%		1,539,000		1,086,873	70.62%		
Net Profit (Loss)	\$	-	\$	79,356		\$	-	\$	0			
DEBT SERVICE FUND												
Revenues	\$	1,046,638	\$	441,765	42.21%	\$	1,046,528	\$	435,682	41.63%		
Expenses		1,045,438		788,619	75.43%		1,046,328		791,794	75.67%		
Net Profit (Loss)	\$	1,200	\$	(346,854)		\$	200	\$	(356,112)			
INTEREST & SINKING DEBT FUND												
Revenues	\$	1,118,660	\$	1,126,970	100.74%	\$	796,782	\$	737,611	92.57%		
Expenses		1,105,660		233,230	21.09%		796,582		153,502	19.27%		
Net Profit (Loss)	\$	13,000	\$	893,741		\$	200	\$	584,108			

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

Acct #	Bank	Account Name	Account Type	Balance as of FEBRUARY 2024
Unrestricted Accounts				
984/2410	FSB	Operating Cash	Checking	\$ 4,366,027.31
		Add or Subtract Claim on Cash for Airport		(18,664.61)
2329	FSB	Golf Course Petty Cash	Checking	516.30
2711100002	TexPool	Operating Reserve	Investment	4,183,641.24
Total Unrestricted				\$ 8,531,520.24

<i>75 Day Reserve Requirement</i>	3,750,000.00
<i>Unrestricted Cash over 75 day reserve</i>	\$ 4,781,520.24
<i>90 Day Reserve Requirement</i>	4,500,000.00
<i>Unrestricted Cash over 90 day reserve</i>	\$ 4,031,520.24

Restricted by Council Action

2711100011	TexPool	Capital Equipment Reserve	Investment	\$ 139,774.54
2188	FSB	Self Funded Equipment	M/M	88,549.48
2711100014	TexPool	Self Funded Equipment Reserve	Investment	560,168.17
2711100021	TexPool	YMCA/GHRC Capital Improvement	Investment	107,005.46
2711100029	TexPool	YMCA Land Sale Proceeds	Investment	116,725.82
2711100022	TexPool	Electric Capital Improvement	Investment	312,470.36
2711100020	TexPool	Street Rehab/Replacement Reserve	Investment	427,987.47
2711100023	TexPool	Water/WW Improvement	Investment	107,005.46
2711100018	TexPool	Golf Course Ops Reserve	Investment	1,162,125.11
2711100019	TexPool	Golf Course Capital Improvement Reserve	Investment	87,204.25
2711100031	TexPool	City Hall Reserve	Investment	1,671,479.99
Total Restricted by Council Action				\$ 4,780,496.11

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

Restricted by Purpose or Law

Acct #	Bank	Account Name	Account Type	Balance as of FEBRUARY 2024
1453	FSB	Bond Reserve	M/M	\$ 169,389.04
2402	FSB	Hotel Motel	M/M	139,177.74
2711100005	TexPool	Hotel Motel	Investment	55,943.12
2485	FSB	PD Seizure	M/M	5,010.45
2711100027	TexPool	Municipal Court Special Revenue	Investment	102,607.51
2711100025	TexPool	Impact Fees - Water	Investment	535,455.11
2543	FSB	Airport Reserve	M/M	-
		Add or Subtract Airport Claim on Cash		18,664.61
2711100009	TexPool	Airport Reserve	Investment	913,764.91
2711100030	TexPool	Airport Bond Proceeds	Investment	1,077,359.25
2576	FSB	Interest & Sinking Acct	M/M	1,036,966.41
2711100026	TexPool	Impact Fees - Wastewater	Investment	93,412.64
2592	FSB	BEDC	Super NOW	25,136.10
2711100010	TexPool	BEDC	Investment	1,336,433.18
70516	FSB	BEDC Commercial Park Project	M/M	123,986.41
2675	FSB	Police Department Explorer Program	M/M	6,306.68
2691	FSB	Fire Department Explorer Program	M/M	3,565.70
2711100028	TexPool	Franchise Fee Account	Investment	160,254.62
3053	FSB	Parks Fund	M/M	38,155.76
58776	FSB	Fire Dept. Community Acct	M/M	14,709.42
2711100007	TexPool	TWDB	Investment	1,283.56
2711100006	TexPool	TWDB	Investment	1,126.49
143033000	US Bank	City of Burnet, Texas Combination Tax and Surplus	Investment	3,425.14
82-020-01-0	Bank of	City of Burnet 2012 TWDB Escrow	Investment	21,553.46
2711100017	TexPool	2021 CO - City Hall	Investment	4,987,631.38
62315	FSB	BEDC Bond Fund	Checking	81,365.48
2711100024	TexPool	Street Bond Reserve	Investment	466,791.79
TX01-0440-0004	Texas Class	2023 CO Adm/Street	Investment	4,100,291.09
Total Restricted Cash				\$ 15,519,767.05
Total All Cash				\$ 28,831,783.40

CITY OF BURNET
 CAPITAL FUND PROJECTS
 2023-2024 BUDGET

Budgeted Projects	Original Budget	Budget Amendment	Total Budget	YTD exp 2/29/2024	Balance
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Fund 45 - WATER & WASTEWATER CAPITAL PROJECT FUND

Water Plant Generator	\$ 310,000		\$ 310,000	\$ -	\$ 310,000
Generators for SB3 Compliance	200,000		200,000	-	200,000
Dump Truck for Water Department	160,000		160,000	-	160,000
Water Meters	40,000		40,000	-	40,000
Creekfall Water Line Oversize Project	155,000		155,000	-	155,000
CDBG Water Line Project	755,976		755,976	-	755,976
Well and Pump Upgrades	100,000		100,000	-	100,000
Valley Street Well Engineering/Evaluation	25,000		25,000	1,098	23,902
Ranch Lift Station/ Eagles Nest Upgrade/East Tank Upgrade	35,000		35,000	2,849	32,152
Water Leak Repair - 805 Buchanan Drive		250,000	250,000	37,507	212,493
Use WW Impact Fees - transfer to 42 for debt	75,000		75,000	-	75,000
Total Water & Wastewater Capital Project Fund	\$ 1,855,976	\$ 250,000	\$ 2,105,976	\$ 41,454	\$ 2,064,522

Fund 46 - GENERAL CAPITAL PROJECT FUND

ADMIN					
Server Upgrade	\$ 50,000		\$ 50,000	\$ -	\$ 50,000
Incode 10 Upgrade for Court	17,000		17,000	-	17,000
Comp Plan	10,000		10,000	-	10,000
Eclipse Planning	100,000		100,000	830	99,170
Beautification Project	70,000		70,000	8,338	61,663
New City Hall	8,600,000		8,600,000	20,031	8,579,969
POLICE/K-9					
Red Dot Upgrade - carryover	20,000		20,000	13,459	6,541
2 K-9's including training and equipment	30,000		30,000	20,401	9,599
Dispatch software	250,000		250,000	2,180	247,820
Monument Sign for PD - carryover	10,000		10,000	2,106	7,894
Shooting Range Improvements	30,000		30,000	-	30,000
Use of Opioid Settlement Funds	45,000		45,000	-	45,000
FIRE/EMS					
Fire Station 1 Roof Repairs - carryover from py hail storm	48,000	9,000	57,000	-	57,000
Use of Donated Funds from S. Pelej (Carryover)	50,000	-	50,000	8,388	41,612
Water Truck for Fire and Street Departments	200,000		200,000	-	200,000
SCBA Equipment	100,000		100,000	-	100,000
Fire Department Drone	20,000		20,000	-	20,000
Fire Department CAD Laptops	50,000		50,000	46,178	3,822
EMS Professional Services to apply for TASSPP	12,000		12,000	-	12,000
Fire Wild Land Utility Task Vehicle		32,000	32,000	26,431	5,569
STREETS					
Street Repair/Rehabilitation	6,000,000		6,000,000	2,470,615	3,529,385
Roller for Street Patching	60,000		60,000	58,821	1,179
PARKS					
Park Improvements	50,000		50,000	-	50,000
Purch 6 Acre tract on N. West St from BEDC (Addition to Park system)		305,000	305,000		305,000
GALLOWAY HAMMOND REC CENTER					
GHRC Teen Center Annual Payment	20,000		20,000	20,000	-
GHRC Capital Maint	50,000		50,000	7,800	42,200
GHRC Capital Maint 2023 Carryover	275,000		275,000	-	275,000
GHRC Capital Maint 2024 improvement plan	109,500		109,500	-	109,500
Total General Capital Project Fund	\$ 16,276,500	\$ 346,000	\$ 16,622,500	\$ 2,705,578	\$ 13,916,922

Fund 47 - AIRPORT CAPITAL PROJECT FUND

Paving Project (runway and taxiway)	\$ 30,000		\$ 30,000	\$ 30,000	\$ -
Jet Hangar	1,500,000	400,000	1,900,000	13,740	1,886,260
Decel Lane into Airport	100,000		100,000	-	100,000
Other Improvements	200,000		200,000	-	200,000
Ramp Grant Improvements	200,000		200,000	3,586	196,414
Total Airport Capital Project Fund	\$ 2,030,000	\$ 400,000	\$ 2,430,000	\$ 47,326	\$ 2,382,674

CITY OF BURNET
 CAPITAL FUND PROJECTS
 2023-2024 BUDGET

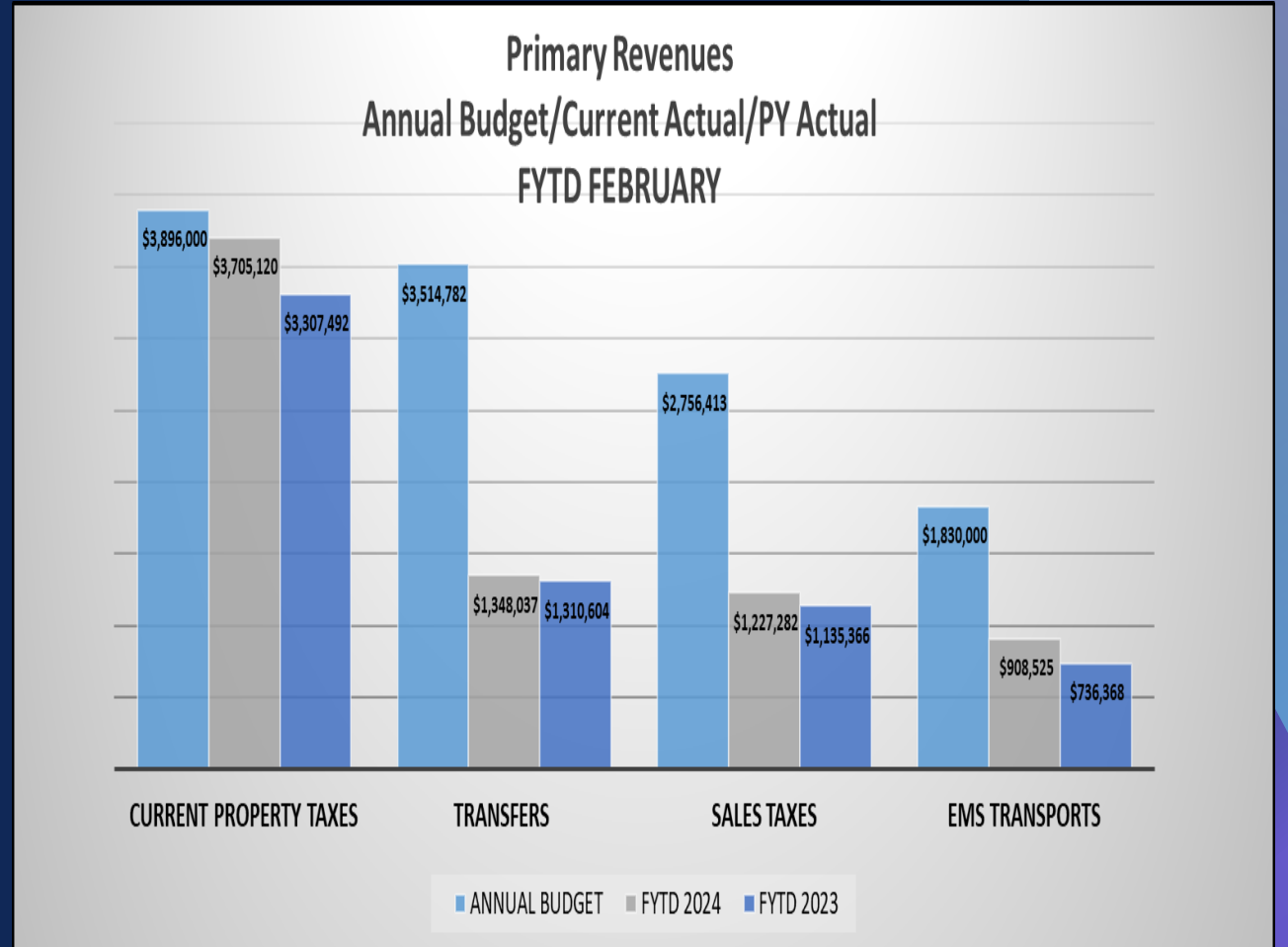
Budgeted Projects	Original Budget	Budget Amendment	Total Budget	YTD exp 2/29/2024	Balance
Fund 48 - ELECTRIC CAPITAL PROJECT FUND					
Utility Maps and Models	\$ 50,000		\$ 50,000	\$ 9,812	\$ 40,188
Subdivision Electrical Costs	150,000		150,000	174,214	(24,214)
Creekfall Conduit Costs	50,000		50,000	37,512	12,488
Digger Truck for Electric Dept.	350,000		350,000	-	350,000
Bucket Truck for Electric Dept.	275,000		275,000	-	275,000
Light Replacement at Burnet County Fair Grounds	-	7,000	7,000	-	7,000
Arc reflection System w/Thumper (to minimize underground outages)	-	18,000	18,000	-	18,000
Total Electric Capital Project Fund	\$ 875,000	\$ 25,000	\$ 900,000	\$ 221,538	\$ 678,462
Fund 49 - GOLF CAPITAL PROJECT FUND					
Golf Course Improvements	\$ 275,000	\$ -	\$ 275,000	\$ 47,187	\$ 227,813
Total Golf Capital Project Fund	\$ 275,000	\$ -	\$ 275,000	\$ 47,187	\$ 227,813
Fund 53 - BEDC CAPITAL PROJECT FUND					
Debt Service Payoff - 281 Comm Park	\$ 999,119		\$ 999,119	\$ -	\$ 999,119
Land Acquisition - Kroger Property - 400 N West Street	312,500		312,500	303,696	8,804
Land Acquisition - Kroger Property - 29W/102 E Polk Street	312,500		312,500	303,696	8,804
13 Acre Commercial Tract - 281S	250,000		250,000	246	249,754
Retail Incentive - Tractor Supply	551,000		551,000	-	551,000
Hotel Incentive	436,000		436,000	-	436,000
Downtown Bathroom - Jackson Street	600,000		600,000	282,834	317,166
Property Acquisitions	500,000		500,000	-	500,000
Beautification Funding	100,000		100,000	-	100,000
Beall's Bldg Payment	1,115,000		1,115,000	-	1,115,000
Coke Street Project	350,000		350,000	-	350,000
Total BEDC Capital Project Fund	\$ 5,526,119		\$ 5,526,119	\$ 890,471	\$ 4,635,648
TOTAL CAPITAL PROJECT FUNDS	\$ 26,838,595	\$ 1,021,000	\$ 27,859,595	\$ 3,953,554	\$ 23,906,041

CITY OF BURNET FINANCIAL REPORT

For the Period Ended February 29, 2024

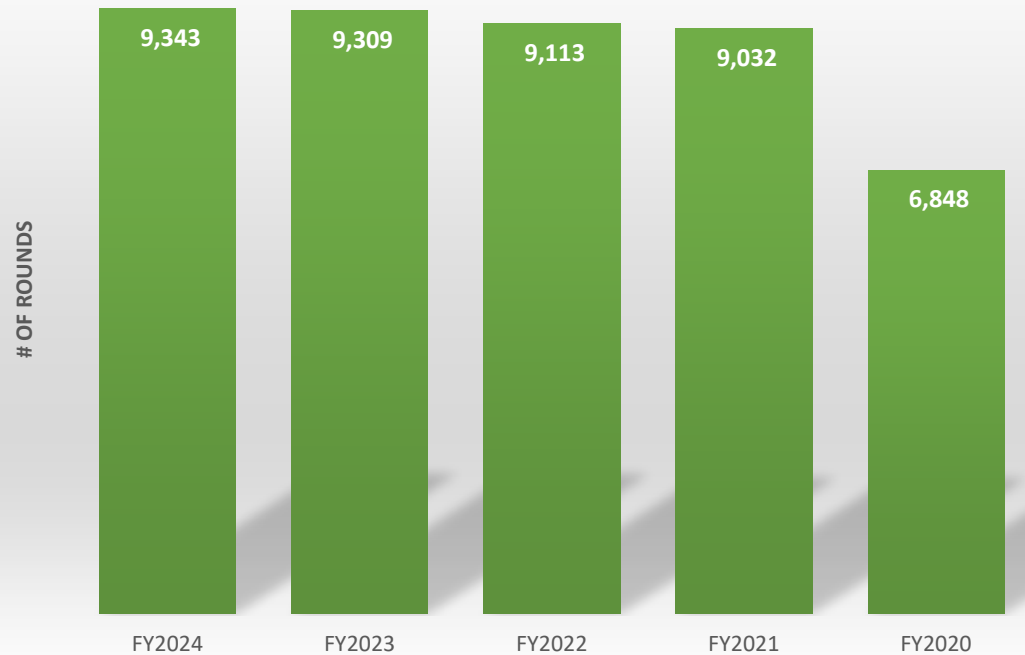
GENERAL FUND

	ANNUAL BUDGET	ACTUAL FYTD FEB 2024	% OF BUDGET
REVENUES	\$15,442,407	\$8,680,712	56%
EXPENDITURES	14,878,137	\$6,131,545	41%
PROFIT (LOSS)	\$564,270	\$2,549,168	



GOLF FUND

GREEN FEE ROUNDS OF GOLF
FYTD FEBRUARY



	ANNUAL BUDGET	ACTUAL FYTD FEB 2024	% OF BUDGET
REVENUES	\$2,144,918	\$949,726	44%
EXPENSES	2,077,634	825,162	40%
PROFIT (LOSS)	\$67,284	\$124,564	

AVERAGE REVENUE PER ROUND:

FYTD FEB 24 \$43.41

FYTD FEB 23 \$39.68

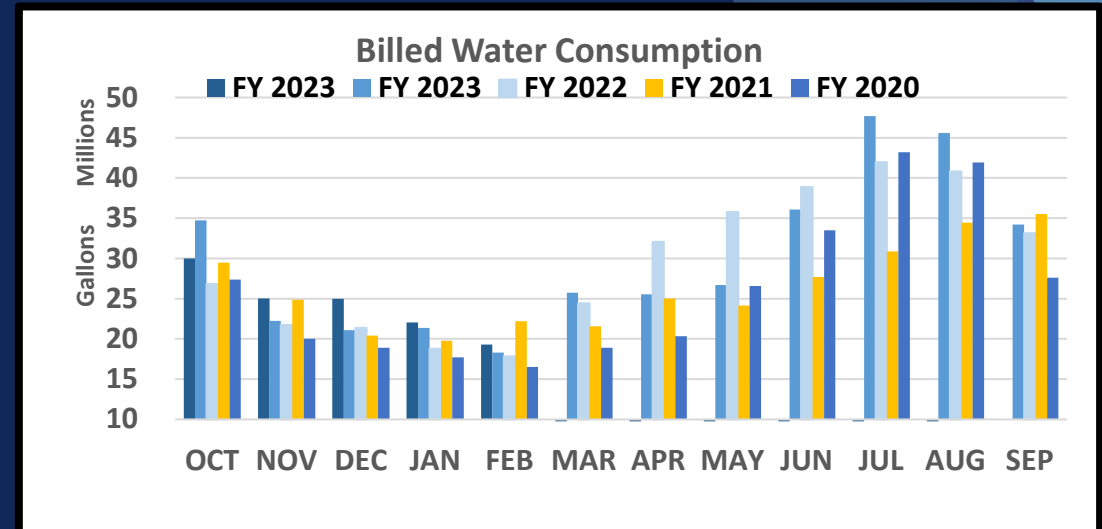
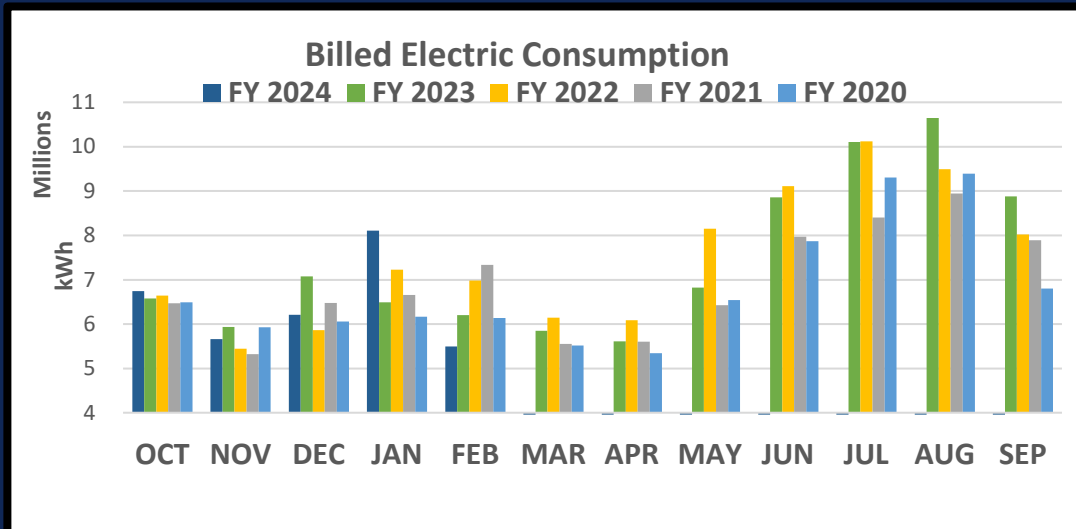
UTILITY FUNDS

ELECTRIC

	ANNUAL BUDGET	ACTUAL FYTD FEB 2024	% OF BUDGET
REVENUES	\$4,300,026	\$1,668,151	39%
EXPENSES	3,926,232	1,548,665	39%
PROFIT (LOSS)	\$373,794	\$119,486	

WATER/WASTEWATER

	ANNUAL BUDGET	ACTUAL FYTD FEB 2024	% OF BUDGET
REVENUES	\$4,707,667	\$1,868,438	40%
EXPENSES	4,465,763	1,777,839	40%
PROFIT (LOSS)	\$241,904	\$90,598	



AIRPORT FUND

	ANNUAL BUDGET	ACTUAL FYTD FEB 2024	% OF BUDGET
REVENUES	\$335,757	\$138,155	41%
EXPENSES	254,246	100,191	39%
PROFIT (LOSS)	\$81,511	\$37,964	



CASH RESERVES AS OF FEBRUARY 29, 2024

UNRESTRICTED CASH RESERVE BALANCE	\$8,531,520
90 RESERVE REQUIREMENT	<u>4,500,000</u>

➤ UNRESTRICTED CASH BALANCE OVER 90 DAY RESERVE	<u>\$4,031,520</u>
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➤ RESTRICTED BY COUNCIL CASH BALANCE	<u>\$4,780,496</u>
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QUESTIONS



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

On this the 27th day of February, 2024, the City Council of the City of Burnet convened in Workshop Session, at 4:30 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, Mary Jane Shanes, Philip Thurman, Tres Clinton, Joyce
 Laudenschlager, Ricky Langley
City Manager David Vaughn
City Secretary Kelly Dix

Guests: Leslie Kimbler, Carly Pearson, Brian Lee, Mark Ingram, Habib Erkan, Maria Gonzalez, Eric Belaj, Anthony Francisco, Tommy Gaut, Adrienne Feild

Call to Order: Mayor Wideman called the meeting to order at 4:10 p.m.

CONSIDERATION ITEMS:

Discuss and consider: Short Term Rental rules and regulations: D. Vaughn: Director of Development Services, Carly Pearson presented a list of options for Council consideration pertaining to Short Term Rentals in the City. Ms. Pearson collected data from several area cities that have regulations in place currently. Ms. Pearson reviewed each option and answered questions posed by Council. Staff will compile a draft ordinance for review by the Council at a future meeting.

ADJOURN: There being no further business, Mayor Wideman adjourned the City Council Workshop meeting at 5:27 p.m.

Gary Wideman, Mayor

ATTEST:

Kelly Dix, City Secretary

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

On this the 13th day of February, 2024, the City Council of the City of Burnet convened in Regular Session, at 2:00 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

Absent Mary Jane Shanes

City Manager David Vaughn

City Secretary Kelly Dix

Guests: Eric Belaj, Maria Gonzales, Habib Erkan, Jr., Mark Ingram, Tony Nash, Patricia Langford, Anthony Francisco, Taylor Stuckey, Brian Lee

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 Tres Clinton

SPECIAL REPORTS/RECOGNITION:

January 2024 Financial Report: P. Langford: Director of Finance, Patricia Langford presented the January 2024 Financial report to all present. Ms. Langford reviewed individual fund revenues, expenses and overall fund balances for the General Fund, Golf Fund, Utility Funds, and Airport Funds. Ms. Langford provided a report on cash reserves to include unrestricted and restricted as of month close for January 2024.

Annual Traffic Stop Data Report: B. Lee: Police Chief Brian Lee presented the 2022 Stop Data Report to all present. The report formerly referred to as the Racial Profiling Report provides an overview and statistical report of all traffic stops conducted by the Burnet Police Department for 2022. The annual presentation is required by Texas Criminal Code of Procedure Article 2.132.

CONSENT AGENDA:

Approval of the February 13, 2024 City Council Regular Meeting Minutes: Council Member Joyce Laudenschlager moved to approve the Consent Agenda as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

PUBLIC HEARINGS/ACTION: None.

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 THE PROPERTY KNOWN AS 105 E THIRD STREET AND 300 E THIRD STREET FROM LIGHT COMMERCIAL – DISTRICT “C-1” TO MULTI-FAMILY RESIDENTIAL – DISTRICT “R-3”: L. Kimbler: Council Member Ricky Langley moved to approve and adopt Ordinance 2024-06 as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, ESTABLISHING NEW SPEED LIMITS FOR THOSE SEGMENTS STATE HIGHWAY 29 FROM ITS INTERSECTION WITH HOOVER VALLEY ROAD WESTWARDLY TO ITS INTERSECTION WITH THE CITY LIMITS LINE AND PROVIDING FOR PENALTY: D. Vaughn: Council Member Tres Clinton moved to approve and adopt Ordinance 2024-07 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 AUTHORIZING THE PURCHASE OF LOT ONE KROEGER SUBDIVISION, AS SHOWN BY PLAT RECORDED AS DOCUMENT NO. 201400549, IN THE PUBLIC RECORDS OF BURNET COUNTY, TEXAS FROM THE BURNET ECONOMIC DEVELOPMENT CORPORATION: H. Erkan Jr.: Council Member Ricky Langley moved to approve and adopt Resolution No. R2024-15 as presented. Council Member

Joyce Laudenschlager seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE CONTRACTUAL AGREEMENT TO ALLOW THE LCRA TO CONTINUE PERFORMING REGULAR MAINTENANCE, INSPECTIONS, AND TESTING ON THE CITY OWNED SUBSTATION EQUIPMENT CONTAINED WITHIN THE BURNET SUBSTATION FOR THE NEXT 5 YEARS. AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AGREEMENT ON BEHALF OF THE CITY: T. Stuckey: Council Member Mary Jane Shanes moved to approve and adopt Resolution No. R2024-17 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 LETTER OF INTENT WITH CAREFLITE TO GROUND LEASE PROPERTY AT THE BURNET MUNICIPAL AIRPORT: A. Field: Council Member Mary Jane Shanes moved to approve and adopt Resolution No. R2024-16 as presented. Council Member Philip Thurman seconded. The motion carried unanimously.

Discuss and consideration: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING CODE OF ORDINANCES BY ADOPTION OF A COMPREHENSIVE FEE SCHEDULE AND AMENDING VARIOUS CHAPTERS OF THE CITY CODE TO INCORPORATE SERVICE, PERMIT AND OTHER CITY FEES INTO THE FEE SCHEDULE; 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 the first reading of Ordinance 2024-08 as presented. Council Member Joyce Laudenschlager seconded. The motion carried unanimously.

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

ADJOURN: There being no further business a motion to adjourn was made by Council Member Mary Jane Shanes at 6:42 p.m. seconded by Joyce Laudenschlager. The motion carried unanimously.

ATTEST:

Gary Wideman, Mayor

Kelly Dix, City Secretary



Development Services

ITEM 2.3

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

Action

Meeting Date: March 26, 2024

Agenda Item: Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING ACCEPTANCE OF A RIGHTS OF WAY EASEMENT AND A PUBLIC UTILITY EASEMENT FROM CGG HOLDINGS III, LLC LOCATED ALONG EAST STATE HIGHWAY 29; AND AUTHORIZING THE MAYOR'S EXECUTION OF SAID INSTRUMENTS ON BEHALF OF THE CITY: L. Kimbler

Background: Creekfall is a 180 single-family home subdivision proposed to be located south of East Highway 29 and north of Westfall Street. The subdivision requires two off-site improvements, a waterline, and an entrance road off of East Highway 29.

Information: Easements for subdivision plat off-site improvements are not dedicated as part of the plat approval process. Therefore, acceptance of the easements necessary for placement of the off-site infrastructure shall be memorialized by passage of this resolution.

Fiscal Impact No direct fiscal impact is anticipated.

Recommendation: Approve Resolution No. R2024-21 as presented.

RESOLUTION NO. R2024-21

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING ACCEPTANCE OF A RIGHTS OF WAY EASEMENT AND A PUBLIC UTILITY EASEMENT FROM CGG HOLDINGS III, LLC LOCATED ALONG EAST STATE HIGHWAY 29; AND AUTHORIZING THE MAYOR'S EXECUTION OF SAID INSTRUMENTS ON BEHALF OF THE CITY

WHEREAS, Creekfall is a 180 single-family home subdivision proposed to be located south of East Highway 29 and north of Westfall Street; and

WHEREAS, the subdivision requires two off-site improvements, a waterline, and an entrance road off of East Highway 29 ; and

WHEREAS, Easements for subdivision plat off-site improvements are not dedicated as part of the plat approval process; and

WHEREAS, therefore, acceptance of the easements necessary for placement of the off-site infrastructure shall be memorialized by passage of this resolution.

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

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

Section two. Easement Agreements Approved. The Right of Way Dedication attached hereto as Exhibit "A" and the Public Utility Easement attached hereto as Exhibit "B" are hereby accepted by the City.

Section three. Authorization. The mayor is hereby authorized to execute an instrument in substantial form as the attachment hereto and take such further action as may be 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 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 nine. Effective Date. This resolution shall take effect immediately upon its passage and approve as prescribed by law.

PASSED AND APPROVED this the 26th day of March 2024.

CITY OF BURNET

Gary Wideman, Mayor

ATTEST:

Kelly Dix, City Secretary



Administration

ITEM 4.1

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

Agenda Item Brief

Meeting Date: March 26, 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 ORDINANCES BY ADOPTION OF A COMPREHENSIVE FEE SCHEDULE AND AMENDING VARIOUS CHAPTERS OF THE CITY CODE TO INCORPORATE SERVICE, PERMIT AND OTHER CITY FEES INTO THE FEE SCHEDULE; PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: H. Erkan, Jr.

Background: Currently city fees are stated throughout the city code. This can cause inconvenience to the council, staff, and the public, in accessing and reviewing city fees, particularly during budget adoption.

Information: This ordinance adopts a comprehensive fee schedule, which shall become Appendix B of the code. Additionally, this ordinance incorporates service, permit, and other fees into the fee schedule as follows:

Article II – Service fees. Credit card processing, service charges, bad check fees and EMS Service Fees are found in this article.

Article VI – City Code Fees.

- Chapter 10 - Amusements and Entertainments
- Chapter 14 - Animals
- Chapter 26 – Businesses
- Chapter 78 - Peddlers and Solicitors
- Chapter 83 - Recreational Vehicle and Travel Trailer Parks
- Chapter 86 - Secondhand Goods
- Chapter 90 - Solid Waste
- Chapter 106 - Traffic and Vehicles

Appendix B Article III is reserved for utility customer fees; Article IV is reserved for development services fees collectively those fees found in Chapters 21, 22, 23, 46, 50, 62, 66, 98, and 118); and Article

V is reserved for Parks and Recreation fees. Those fees shall remain in their respective chapter at this time. An ordinance, or ordinances, may be presented in the future to incorporate those fees into the fee schedule.

There have been no changes to Ordinance 2024-08 since the first reading on February 27, 2024.

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

Recommendation: Approve and adopt Ordinance No. 2024-08 as presented.

ORDINANCE NO. 2024-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING CODE OF ORDINANCES BY ADOPTION OF A COMPREHENSIVE FEE SCHEDULE AND AMENDING VARIOUS CHAPTERS OF THE CITY CODE TO INCORPORATE SERVICE, PERMIT AND OTHER CITY FEES INTO THE FEE SCHEDULE; PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, heretofore, city fees are stated throughout the city code; and this can cause an inconvenience to the council, staff, and the public, in accessing and reviewing city fees, particularly during budget adoption; and

WHEREAS, this can cause inconvenience to the council, staff, and the public, in accessing and reviewing city fees, particularly during budget adoption; and

WHEREAS, therefore, City Council deems it in the public interest to adopt a comprehensive fee schedule for publication in the city code; and

WHEREAS, it is the intent of City Council to incorporate those fees, not incorporated by this ordinance, into the fee scheduled by subsequent action; 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. The City Code is hereby amended by adopting the Fee Schedule attached hereto as Appendix B to the Burnet Code of Ordinances.

Section two. Code amendment. City Code Chapter 1 (entitled "*Penalties, credit card processing fees and bad check fees*"), is hereby amended by replacing the existing language it its entirety with text that follows:

Sec. 1-6. General penalty for violations of Code.

- (a) Whenever in this Code or in any ordinance of the city an act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or

wherever in such Code or ordinance the doing of an act is required or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefor, the violation of any such provision of this Code or any such ordinance shall be punished by a fine of not less than \$1.00 and not more than \$500.00 except:

- (1) A fine or penalty for the violation of a rule, ordinance, or police regulation that governs fire safety, zoning, or public health and sanitation, other than the dumping of refuse, may not exceed \$2,000.00; and
 - (2) A fine or penalty for the violation of a rule, ordinance, or police regulation that governs the dumping of refuse may not exceed \$4,000.00.
- (b) However, no penalty shall be greater or less than the penalty provided for the same or similar offense under the laws of the state. Each day any violation of this Code or of any ordinance shall constitute a separate offense.
- (c) The city may bring a civil action, as necessary, to enjoin any threatened violation of this Code for the protection of public health and safety.
- (d) Unless otherwise specifically set forth in the Code of Ordinances of the city, or in state law as adopted, allegations and evidence of culpable mental state are not required for proof of an offense for which the maximum fine is \$500.00 or less.

Section three. Code amendment. City Code Chapter 2 (entitled “*Administration*”), Article IV (entitled “*Officers and Departments*”) is hereby amended by removing Division 5 (entitled “*Emergency Medical Services Department*”) its entirety from therein and moving the fee schedule described in Sec. 2-100 to the fee schedule found in Appendix B of this Code.

Section four. Code amendment. City Code Chapter 10 (entitled “*Amusements and Entertainment*”), Section 10-30 (entitled “permits and inspections of sexually oriented businesses”) subsection (9) is hereby amended by adding the language that is underlined (underlined) and removing the language that is stricken (~~stricken~~) as follows:

(9) *Permit fee.* Each application for a permit, including renewal or transfer, shall be accompanied by an \$50.00 application fee as prescribed in the fee schedule found in Appendix B of this Code. Additionally, for each applicant identified thereon, there shall be an additional \$25.00 fee as prescribed in the fee schedule found in Appendix B of this Code.

Section five. Code amendment. City Code Chapter 14 (entitled “*Animals*”) is hereby amended as stated after each bullet point below:

- Section 14-9 (entitled “*Issuance of license; fee*”) is hereby amended by adding the language that is underlined (underlined) and removing the language that is stricken (~~stricken~~) as follows:

Sec. 14-9. Fees.

The fee schedule found in Appendix B of this Code ~~attached as Appendix "14-A"~~ shall apply to all animals within the city limit. It shall not be construed that the city be required to bear the costs of any animal that has an owner. The owner shall reimburse the city for any actual expenses and shall be responsible for all fees set forth in the fee schedule found in Appendix B of this Code ~~attached Appendix "14-A"~~. The City may recover all fees, costs, and damages incurred as a result of the animal as restitution in a criminal proceeding under the provisions of this chapter or the state statute in addition to a fine being charged. In extraordinary circumstances, certain fees related to redemption of impounded animals may be administratively waived for owners with supervisory approval and approval of the entity providing contract impound services, if any; or pay agreements reached between owners and animal control supervisor(s). Such administrative actions shall be guided by animal control's adopted policies and procedures.

- Section 14-125 (entitled "*certificate of registration of dangerous wild animals and other nondomestic animals on issuance of permit to operate circus or zoo*") is hereby amended by adding the language that is underlined (underlined) and removing the language that is stricken (~~stricken~~) to subsection (f) as follows:
 - (f) Fee for circus/zoo registration and permit shall be according to the schedule established in the fee schedule found in Appendix B of this Code ~~Appendix "14-A"~~, and the permit shall expire one year from date of issuance and shall not be transferable. Major modifications or additions to such facilities' animal containment areas shall require a re-inspection and/or re-permitting of the circus or zoo. In such instances, the original application fee shall be collected.
- Section 14-141 (entitled "*impoundment generally*") is hereby amended by amending by adding the language that is underlined (underlined) and removing the language that is stricken (~~stricken~~) to subsection (b) as follows:
 - (b) Owners of impounded pets are required to pay all fees related to the impoundment as set forth in the fee schedule found in Appendix B of this Code ~~in Appendix "14-A"~~.
- Section 14-143 (entitled "*redemption impounded animal*") is hereby amended by adding the language that is underlined (underlined) and removing the language that is stricken (~~stricken~~) to subsection (a) as follows:
 - (a) Except as may be provided elsewhere in this chapter, the owner of any animal impounded in accordance with this chapter may reclaim, on any workday, such animal upon showing satisfactory proof of ownership and paying all impoundment fees and any other expenses incurred by the city or its agent in keeping the animal or attempting to locate the owner of the

animal. If the owner does not pay such fees, or some alternate fee satisfaction as provided for in the fee schedule found in Appendix B of this Code ~~section 14-9 of this chapter~~, the animal may be sold or otherwise disposed of by the city or its agent.

- Section 14-182 (entitled “*permits*”) is hereby amended by adding the language that is underlined (underlined) and removing the language that is stricken (~~stricken~~) to subsection (a) as follows:
 - (a) Permits shall be valid for one year from date of issuance. The permit fee shall be according to the schedule established in the fee schedule found in Appendix B of this Code ~~Appendix “14-A”~~.
- Appendix “14-A” is hereby removed from its existing location in the Code and moved to Appendix B of this Code.

Section six. Code amendment. City Code Chapter 26 (entitled “*Businesses*”), Article IV (entitled “*tree trimming services*”) Section 26-84 (entitled “*Application for permit; fees; duration of permit*”) subsection (b) is hereby amended by adding the language that is underlined (underlined) and removing the language that is stricken (~~stricken~~) as follows:

- (b) Persons who desire to obtain a permit shall submit a completed permit application in the form provided by the city and payment of the permit fee established in the fee schedule found in Appendix B of this Code to the building official or designee by personal delivery, or by facsimile or email if ~~submitted at least 24 hours~~ at least one business day prior to the time at which tree trimming services commence. Incomplete applications shall not be accepted. The permit application shall contain the address at which tree trimming services will be performed, the name of the person requesting tree trimming services, the date(s) services will be provided, and the method by which brush, branches, limbs, trees, leaves, and other tree trimmings will be removed from the property and disposed of.

Section seven. Code amendment. City Code Chapter 78 (entitled “*Peddlers and Solicitors*”), Section 78-50 (entitled “*fees*”) is hereby amended by replacing the existing language it its entirety with text that follows:

Sec. 78-50. Fee.

Before any permit shall be issued under the provisions of this article, the applicant therefore shall pay a fee, based upon the time period he desires to engage in business in the city, as provided in the fee schedule found in Appendix B of this Code.

Section eight. Code amendment. City Code Chapter 83 (entitled “*Recreational Vehicle and Travel Trailer Parks*”), Section 83-35 (entitled “*License fees*”) is hereby amended by replacing the existing language it its entirety with text that follows:

Sec. 83-35. License Fee.

Annual license fees required under this chapter are prescribed in the fee schedule found in Appendix B of this Code.

Section nine. Code amendment. City Code Chapter 86 (entitled “*Secondhand Goods*”), Section 86-27 (entitled “*Issuance of license; fee*”) is hereby amended by adding the language that is underlined (underlined) and removing the language that is stricken (~~stricken~~) as follows:

Sec. 86-27. Issuance of license; fee.

Any person desiring to use or maintain any property within the city for any of the purposes mentioned in section 86-26 shall make a written application to the city secretary for a license, which application shall set forth the name and address of the applicant and a legal description of the property or premises upon which the business is to be conducted. The city secretary shall have the power to grant or reject such application. If the application is granted, a license to operate such business shall be issued by the city secretary upon payment of a fee as prescribed in the fee schedule found in Appendix B of this Code ~~of \$5.00 per annum~~. Any license so issued shall expire on January 1 next succeeding the date of its issuance, but may be issued from year to year in the same manner as provided for in the original license.

Section ten. Code amendment. City Code Chapter 90 (entitled “*Solid Waste*”), Article III (entitled “*Rates*”) Section 90-51 (entitled “*Residential refuse collection rates*”) is hereby amended by replacing the existing language with the language that follows:

Sec. 90-51. Refuse collection rates.

- (a) The rates prescribed in the fee schedule found in Appendix B of this Code shall apply to the solid waste collection services authorized under this chapter.
- (b) Residential customers requesting dumpsters shall be billed at the commercial rate found in Appendix B of this Code.
- (c) A franchise fee equal to 15 percent of the gross billing shall be charged for all roll-off services, self-contained compact roll-offs, and temporary dumpsters billed directly by the service provider.
- (d) Except when a reschedule is the fault of the city or the service provider, a double handle fee will be charged:
 - (1) when a haul is rescheduled; or
 - (2) when the container is not ready to be loaded and the hauler must return for the pickup.
- (e) An overload fee will be charged to the customer in the event a dumpster or roll-off is loaded beyond the legal hauling weight.
- (f) The initial billing for new, or final billing for discontinued services, shall be pro-rated based on the number of days for which service was received.

Section eleven. Code amendment. City Code Chapter 106 (entitled “*Traffic and Vehicles*”), Article V (entitled “*Abandoned, Junked and Towing and Impoundment of*”

Vehicles”) Division 4 (entitled “*Towing and Impoundment of Vehicles*”) is hereby amended by replacing Appendix A therein in its entirety with a new section 106-166 to read as follows:

Sec. 106-166. License Fee.

Tow and impoundment fees are prescribed in the fee schedule found in Appendix B of this Code.

Section twelve. Code amendment. City Code Chapter 114 (entitled “*Vehicles for Hire*”), Section 114-45 (entitled “*fees*”) is hereby amended by adding the language that is underlined (underlined) and deleting the language that is stricken (~~stricken~~) as follows:

Sec. 114-45. Vehicles for Hire Fees.

At the time of issuance of a permit, the permittee shall pay to the city secretary the sum of ~~\$25.00~~ prescribed in the fee schedule found in Appendix B of this Code for the first vehicle. If more than one vehicle is proposed to be operated as a taxicab, then ~~\$10.00~~ the fee prescribed in the fee schedule found in Appendix B of this Code for each additional vehicle shall be paid. At the time of the issuance of the permit, the permittee shall file with the city secretary a statement in writing under oath, signed by him, showing the number of vehicles proposed to be operated by him, and the make, model, motor number, and state license number of each. If at any time the holder of a taxicab permit shall desire to use any additional vehicles under the permit, he may do so only after he has made an application to the council for, and been granted by the council, a permit to use such additional vehicles. He shall furnish to the city secretary the same information regarding those covered by the original permit and shall pay to the city secretary the sum of ~~\$10.00~~ prescribed in the fee schedule found in Appendix B of this Code for each such additional vehicle.

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

Section fifteen. 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 sixteen. 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 seventeen. 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 eighteen. 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 nineteen. 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 27th day of March 2024.

Passed, approved, and adopted on the 12th day of March 2024

CITY OF BURNET

Gary Wideman, Mayor

ATTEST:

Kelly Dix, City Secretary

APPENDIX B – FEE SCHEDULE

Article I. General Provisions.

Sec. B1-01. - Generally.

- (a) **Purpose.** The purpose of this appendix is to establish the fee amounts for administrative fees, which are designed to defray the costs incurred by the City for administering this code.
- (b) **Scope.** This Fee Schedule shall apply to all fees established under this Code of Ordinances. Should a fee be stated in text of any chapter of this Code but not stated in this Fee Schedule, the fee stated in the chapter shall prevail. Provided, however, should a fee be stated both in text of any chapter, this Code and in this Fee Schedule, the latter adopted fee shall prevail.
- (c) **Amendment.** The fees established herein may be revised from time to time provided, however, that the fees shall not exceed the reasonably anticipated costs associated with the issuance, investigation and monitoring of permits required by this chapter.
- (d) **Effect.** No application for approval shall be accepted until the applicant has paid all processing fees as set forth herein. Fees paid shall be non-refundable except as provided in subsection (f), below.
- (e) **Refund.** After the approval, conditional approval, or denial of an application for approval as set forth herein, the city shall refund to the applicant any unexpended or unencumbered balance of any escrow account established herein for said application.

Article II. Service Fees.

Sec. B2-01. - Administrative fees. There is hereby established administrative fees as follows:

- (a) **Credit Card Processing Fee.** Whenever in this Code or in any ordinance of the city a utility charge, fee, fine, penalty or other charge is established, the city may accept credit card payments for any and all utility charges, fees, fines, or penalties owed to the city; and a processing fee of two percent is hereby established each time a credit card is used to pay a bill for water, wastewater, electric, garbage and other utility services provided by the city; for purchase of goods or service at the municipal golf course; and all other municipal fees, fines, court costs or other charges.
- (b) **Service Charge.** A service charge, in an amount equivalent to that charged for the collection of a check drawn on an account with insufficient funds, is

hereby established to be charged if, for any reason, a payment by credit card is not honored by the credit card company on which the funds are drawn.

- (c) *Bad check fees.* Whenever a check tendered to the city for payment of water, wastewater, electric, garbage or other utility service; or for payment for any other municipal fees, fines, court costs or other charges, is not honored by the drawee due to non-sufficient funds in the account on which the check is drawn, or for any other reason, a bad check fee in the amount of \$25.00 shall be charged against the drawer of the check.

Sec. B2-02. – EMS Service Fees. There is hereby established EMS service fees as follows:

- (a) Any person who utilizes the services of the emergency medical services department, whether such person requested same or not by reason of emergencies then existing, shall pay the following fees for such services:

Base rate for basic life support service (BLS/NON) \$1,132.00.

Base rate for basic life support service (BLS/EMRG) \$1,342.00.

Base rate for advanced life support service (ALS/NON) \$1,207.00.

Base rate for advanced life support service (ALS1/EMRG) \$1,742.00.

Base rate for advanced life support service (ALS2/SCT) \$2,042.00.

Extra Attendant \$164.00.

Burnet County \$500.00

Treatment No Transport \$150.00.

ALS ambulance stand-by services private events \$150.00 per hour.

ALS/BLS Routine/Disposable Supplies \$52.52

Infection Control \$10.00.

Oxygen/supplies \$135.00

Mileage rate \$21.00 (to be modified periodically to reflect changes in fuel rates.)

Equipment rate—Shall be established for equipment on the ambulance at a rate based on the depreciation of such equipment.

Rates for emergency medical supplies shall be the actual cost of the supply multiplied by 280 percent.

- (b) The city will accept insurance assignments as a method of payment for Medicare and Medicaid and will file or cause to be filed Medicare and Medicaid claims as appropriate.
- (c) The city council from time-to-time contracts to provide services with other entities at rates established in such contract. Rates as established in

approved contracts shall control over this section where there is a conflict between the rates established in such contract and this section.

- (d) The city manager is authorized to make reasonable adjustments from time to time to the mileage and equipment fees for emergency medical services in accordance with subsection (a).

Article III. Water, Wastewater and Electric Utility Fees.

This Article is reserved. Water, Wastewater and Electric Utility Fees are established in Chapter 110 City Code and shall remain set in said Chapter until such time as those fees are placed in this Article by subsequent council action.

Article IV. Development Service Fees.

Fees established in Chapter 21 (entitled "*Sign Regulations and Standards*"); Chapter 22 (entitled "*Building and Building Regulations*"); Chapter 23 (entitled "*On-site Sewage Facilities*"); Chapter 46 (entitled "*Fire Prevention and Protection*"); Chapter 50 (entitled "*Flood Damage Prevention*") Chapter 62 (entitled "*Manufactured Homes and Trailers*"); Chapter 66 (entitled "*Natural Resources*"); Chapter 98 (entitled "*Subdivisions*"); and Chapter 118 (entitled "*Zoning*") are collectively categorized herein as Development Services Fees and shall remain set in each respective chapter until such time as those fees are placed in this Article by subsequent council action.

Article V. Park and Recreation Fees.

Fees established in Chapter 74 (entitled "*Parks and Recreation*") are established in Chapter 74 City Code and shall remain set in said Chapter until such time as those fees are placed in this Article by subsequent council action.

Article VI. City Code fees.

All fees established by the Code that are not addressed in Article III or Article IV are addressed in this article. Subject to the caveat in Sec. B101(c) City Code fees are as follows:

Reserved Secs. B5-01 through B5-05.

Sec. B6-06. – Alcoholic Beverages.

Alcoholic beverages fees are prescribed in Chapter 6 of the Code.

Reserved Secs. B507 through B509.

Sec. B6-10. – Carnivals and related Amusements.

Fees for permits required by Chapter 10 City Code are as follows:

- (a) Exhibition Permit Fee: \$25.00

Note: This fee is referenced in Sec. 10-28 City Code.

- (b) Sexually Oriented Business Permit Fee:
 - (1) Application fee: \$50.00
 - (2) Additional names listed on application. \$25.00 per each additional applicant.

Reserved Secs. B511 through B513.

Sec. B6-14. – Animals Fees.

Fees applicable to Chapter 14 City Code are as follows:

- (a) *Standard city licensing fees:*
 - (1) Unneutered dog or cat - per annum fee of \$10.00
 - (2) Neutered dog or cat – per annum fee \$10.00
 - (3) Other animals – per annum fee \$3.00

- (b) *Permits:* A permit shall be issued after payment of the applicable fee as follows:
 - (1) Circus/zoo \$300.00
 - (2) Commercial animal enterprise \$25.00
 - (3) Multiple animal owner \$10.00
 - (4) Annual renewal fee – same as initial permit fee.

- (c) *Impounding boarding fees:* An impoundment fee must be paid for return of each animal captured as follows:
 - (1) Dogs cats and other small animals
 - (A) For the day animal enters shelter \$20.00
 - (B) Each subsequent day or part thereof \$5.00

 - (2) Livestock and fowl day animal enters shelter \$100.00
 - (A) Each subsequent day or part thereof \$25.00

	(Livestock)	
(B)	Each subsequent day or part thereof (fowl)	\$5.00
(3)	Zoological and/or circus animal:	
(A)	For the day animal enters shelter	\$900.00
(B)	Each subsequent day or part thereof	\$100.00

More than three impoundments within two years of any domestic animal or combination thereof owned by the same person shall be doubled for each impoundment thereafter.

- (d) *Quarantine fees:* A quarantine fee of \$15.00 per day for the ten-day boarding and observation period shall be assessed and paid prior to the release of the animal. (A rabies shot is also required before being released.) No initial impound fee shall be added to quarantine fees. If held in quarantine by a veterinarian or contracted third party, fees shall be set by those parties at the current fair and reasonable rate.
- (e) *Expenses of animal.* In addition to other fees, the owner shall also pay for any veterinarian or drug fees incurred for the animal(s) while in the custody of the animal control officer or animal shelter.
- (f) Voluntary animal surrender fees:
 - (1) Adult/youth: \$55.00
 - (2) Litters of two or more – for each littermate \$10.00

Reserved Secs. B515 through B517.

Sec. B6-18. – Aviation.

Aviation fees are prescribed in Chapter 18 of the Code.

Reserved Secs. B519 through B525.

Sec. B6-26. – Businesses

Fees applicable to Chapter 26 City Code are as follows:

- (a) *License fees.* These fees are applicable to the license referenced in Sec. 26-47.
\$5.00 per day not to exceed \$50.00 per year.
- (b) *Tree Trimming Fees.* These fees are applicable to the permit referenced in Sec. 26-84 City Code.
The tree trimming services permit fee is \$10.00.

Reserved Secs. B527 through B529.

Sec. B6-30. – Cable Communication fees. Reserved.

Reserved Secs. B531 through B533.

Sec. B6-34. – Cemetery fees.

Cemetery fees are prescribed in Chapter 34 of the Code.

Reserved Secs. B535 through B573.

Sec. B6-74. – Parks and Recreation.

Reserved Secs. B575 through B577.

Sec. B6-78. – Peddlers and Solicitors Fees.

Fees applicable to Chapter 78 City Code are referenced in Sec. 78-50 and are as follows:

- | | | |
|-----|------------------|------------|
| (a) | Per week | \$70.00 |
| (b) | Per month | \$225.00 |
| (c) | Per three months | \$600.00 |
| (d) | Per six months | \$1,200.00 |

Reserved Secs. B579 through B582.

Sec. B6-83. – Recreational Vehicle and Travel Trailer Parks License Fees.

This section is applicable to licenses required pursuant to Chapter 83, Article II City Code. The annual license fee for each recreational vehicle and/or travel trailer park shall be one hundred dollars (\$100.00) per year or fraction thereof for the first ten (10) lots or spaces, plus five dollars (\$5.00) for each additional lot or space over ten (10).

Sec. B6-86. – Secondhand Goods Fees.

This section is applicable to licenses required pursuant to Chapter 86, Sec. 86.27 City Code. The annual license fee shall be \$5.00.

Sec. B6-90 – Solid Wastes.

This section is applicable to rates for collection of solid waste as prescribed in Chapter 90, Sec. 90-51(a) City Code. The following rates apply:

STANDARD RESIDENTIAL SOLID WASTE AND RECYCLING RATES:	MONTHLY RATE
One 95-gallon Solid Waste Cart and one 95-gallon Recycling Cart (Every Other Week "EOW" recycling)	23.42
Each additional 95-gallon Solid Waste Cart	4.37
Each additional 95-gallon Recycling Cart	2.87
SENIOR CITIZEN SOLID WASTE AND RECYCLING RATES:	
One 95-gallon Solid Waste Cart and one 95-gallon Recycling Cart (includes EOW recycling)	19.54
Each additional 95-gallon Senior Citizen Solid Waste Cart	3.65
Each additional 95-gallon Senior Citizen Recycling Cart	2.30
COMMERCIAL CURBSIDE RECYCLING RATES:	
One 95-gallon Cart (EOW)	4.90
Additional 95-gallon Recycling Cart	3.45
COMMERCIAL SOLID WASTE COLLECTION RATES:	
CARTS:	
One Time per week — One 95-gallon Cart	23.75
Two Times per week — One 95-gallon Cart	39.51
Three Times per week — One 95-gallon Cart	56.17
Four Times per week — One 95-gallon Cart	74.89
Five Times per week — One 95-gallon Cart	93.63
One Time per week — Two 95-gallon Carts	32.27
Two Times per week — Two 95-gallon Carts	48.04
Three Times per week — Two 95-gallon Carts	70.20
Four Times per week — Two 95-gallon Carts	93.63*

Five Times per week — Two 95-gallon Carts	117.03
TWO-YARD DUMPSTER:	
One Time per week	67.59
Two Times per week	121.32
Three Times per week	173.31
Four Times per week	225.29
Five Times per week	301.60
THREE-YARD DUMPSTER:	
One Time per week	72.80
Two Times per week	133.45
Three Times per week	190.66
Four Times per week	251.31
Five Times per week	319.86
FOUR-YARD DUMPSTER:	
One Time per week	95.32
Two Times per week	171.57
Three Times per week	244.38
Four Times per week	307.72
Five Times per week	382.55
SIX-YARD DUMPSTER:	
One Time per week	119.57
Two Times per week	218.31
Three Times per week	320.62
Four Times per week	412.52
Five Times per week	523.94
EIGHT-YARD DUMPSTER:	
One Time per week	159.28
Two Times per week	290.75
Three Times per week	427.27
Four Times per week	549.45
Five Times per week	697.37
TEN-YARD DUMPSTER:	
One Time per week	185.70
Two Times per week	285.69
Three Times per week	408.15
Four Times per week	544.18
Five Times per week	680.22

DUMPSTER EXTRA LIFTS:	
Two-Yard Dumpster	53.55
Three-Yard Dumpster	60.22
Four-Yard Dumpster	66.93
Six-Yard Dumpster	78.92
Eight-Yard Dumpster	98.18
Ten-Yard Dumpster	115.50
ROLL-OFF RATES:	
Delivery Fee	264.44
Daily Rental Fee	5.59
20 Yard per Haul	591.45
30 Yard per Haul	682.86
40 Yard per Haul	795.77
Double Handle Fee	104.95
Overload Fee/Per Ton	40.16
BRUSH/BULKY COLLECTION FEE OVER 3 CY (per yard):	5.46
BRUSH/BULKY COLLECTION FEE OUTSIDE DESIGNATED COLLECTION PERIOD (per yard):	5.46

Sec. B6-106. – Towing and Impoundment of Vehicles Fees.

These fees are applicable to Chapter 106 Article V City Code.

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

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

Sec. B6-114. - Vehicles for Hire Fees.

These fees are applicable to Chapter 114 City Code:

- (a) Permit fee for first vehicle: \$25.00.

- (b) Permit fee for additional vehicles: \$10.00 per additional vehicle.

Article VII. Default fee.

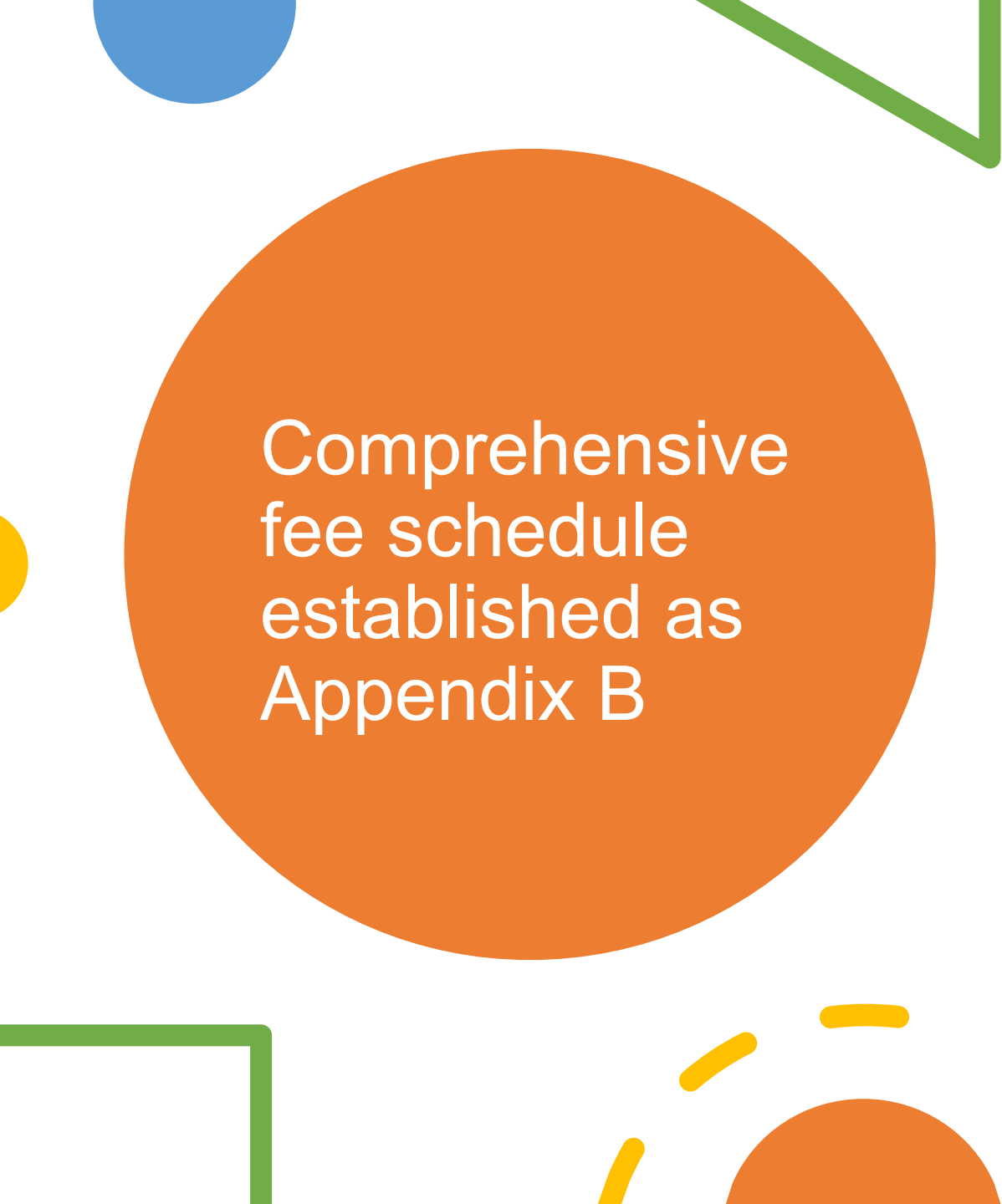
Within the Code reference may be made to a “default fee”, “default application fee” or similar language. In such instances the fee to be collected for the service provided is \$25.00.

SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING CODE OF ORDINANCES BY ADOPTION OF A COMPREHENSIVE FEE SCHEDULE AND AMENDING VARIOUS CHAPTERS OF THE CITY CODE TO INCORPORATE SERVICE, PERMIT AND OTHER CITY FEES INTO THE FEE SCHEDULE

Background

- Currently City fees are dispersed throughout the Code.
 - Causes inconvenience to the council, staff, and the public
 - Makes updating difficult at budget time
- Propose placing all fees in a fee schedule
 - All city fees are located in one schedule
 - Easy to adjust at budget time





Comprehensive fee schedule established as Appendix B

Article I	Article II	Article III	Article IV	Article VI
General Provisions	Service Fees <ul style="list-style-type: none">•Administrative fees•EMS service fees	Water, Wastewater and Electric Utility Fees*	Development Services fees*	City Code Fees <ul style="list-style-type: none">•All fees in the code except those described in articles II, III and IV•Fees for Alcohol permits, and aviation will be incorporated into the fee schedule later

Ordinance additionally amends various sections of city code to reference fee schedule.

*These fees will be incorporated into the fee schedule later



Article II: Service Fees

- Administrative Fees
 - Credit card processing fee
 - Service charges
 - Bad check fees
- EMS Service Fees



Article III: Water, Wastewater, and Electric Utility Fees

- Water, Wastewater and Electric Utility Fees are established in Chapter 110 City Code and shall remain set in said Chapter until such time as those fees are placed in this Article by subsequent council action

Development Services
Fees:
To be incorporated
into fee schedule at
later date

Chapter 21 (entitled "Sign Regulations and Standards");

Chapter 22 (entitled "Building and Building Regulations");

Chapter 23 (entitled "On-site Sewage Facilities");

Chapter 46 (entitled "Fire Prevention and Protection");

Chapter 50 (entitled "Flood Damage Prevention")

Chapter 62 (entitled "Manufactured Homes and Trailers");

Chapter 66 (entitled "Natural Resources");

Chapter 98 (entitled "Subdivisions"); and

Chapter 118 (entitled "Zoning")

Article V: City Code Fees (Included)

B5-10: Carnivals
and Related
Amusements

B5-14: Animals Fees

B5-26: Businesses

B5-78: Peddlers and
Solicitors Fees

B5-83: Recreational
Vehicle and Travel
Trailer Parks License
Fees

B5-86: Secondhand
Goods Fees

B5-90: Solid Wastes

B5-106: Towing and
Impoundment of
Vehicles Fees

B5-114 Vehicles for
Hire Fees



Article V: City Code Fees (Excluded)

B5-06: Alcoholic
Beverages

B5-18: Aviation

B5-30: Cable
Communications
Fees

B5-34: Cemetery
Fees

B5-74: Parks and
Recreation





Questions?



Engineering

ITEM 4.2

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

Action

Meeting Date: March 26, 2024

Agenda Item: Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ISSUE, RECEIVE, AND RANK BIDS ON FUNDED INFRASTRUCTURE PROJECTS:
E. Belaj

Background: The state law, under section 2269, requires a municipality to rank sealed competitive proposals (bids) for a particular project. Quite often, that process is very cut and clear, but it can be time consuming for Council and staff when a committee needs to be appointed. Thus, this process can easily be accomplished by one or more staff members designated by the City Manager. This resolution only grants authority to manage the bidding process; the final contract will still be presented before council for approval.

Information: This resolution authorizes the City Manager, or the person(s) he/she designates, to perform the task of issuing, receiving, and ranking of bids before they are presented to City Council for approval.

Fiscal Impact: None.

Recommendation: Staff recommends approving Resolution R2024-20 as presented.

RESOLUTION NO. R2024-20

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ISSUE, RECEIVE, AND RANK BIDS ON FUNDED INFRASTRUCTURE PROJECTS.

WHEREAS, City of Burnet (City) seeks to comply with the timeline of Chapter 2269 of the Texas Local Government Code; and,

WHEREAS, the Chapter 2269 of the Texas Local Government Code notes that a Municipality can issue and receive bids, and that a Municipality in such case to review and rank the bids within 45 days; and,

WHEREAS, the City does not currently have designated individuals authorized to complete such tasks for projects that are already funded, and must on case-by-case basis create individual committees; and,

WHEREAS, the City Council wishes to streamline the process for projects that are utility or street infrastructure in nature, by authorizing the City Manager or his designee to perform such tasks; and,

WHEREAS, the City Council seeks to support and approve this resolution to streamline the bid process.

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

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

Section TWO. Approval. The City Council of the City of Burnet hereby ratifies any and all actions taken by it to approve this resolution.

Section THREE. Authorization. The City council authorizes the City Manager or his designee to issue, receive, and rank bids of funded infrastructure projects.

Section FOUR. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, as modified by the governor's orders in response to the COVID-19 pandemic.

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

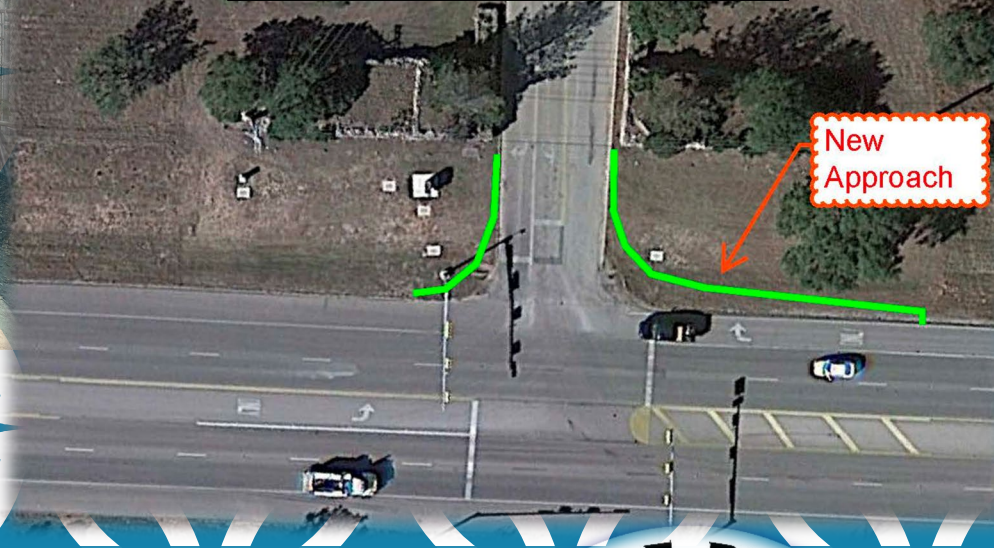
PASSED AND APPROVED this the 26th day of March, 2024.

CITY OF BURNET, TEXAS

ATTEST:

Gary Wideman, Mayor

Kelly Dix, City Secretary



PROJECT BIDS AUTHORIZING AGENT





SUBCHAPTER D. COMPETITIVE SEALED PROPOSAL METHOD

Sec. 2269.151. CONTRACTS FOR FACILITIES: COMPETITIVE SEALED PROPOSALS. (a) In this chapter, "competitive sealed proposals" is a procurement method by which a governmental entity requests proposals, ranks the offerors, negotiates as prescribed, and then contracts with a general contractor for the construction, rehabilitation, alteration, or repair of a facility.

(b) In selecting a contractor through competitive sealed proposals, a governmental entity shall follow the procedures provided by this subchapter.

Repealed by Acts 2011, 82nd Leg., R.S., Ch. 1129 (H.B. 628), Sec. 2.08, eff. September 1, 2011.

Repealed and redesignated from Government Code, Chapter 2267 by Acts 2013, 83rd Leg., R.S., Ch. 161 (S.B. 1093), Sec. 22.001(23), eff. September 1, 2013.

Sec. 2269.152. USE OF ARCHITECT OR ENGINEER. The governmental entity shall select or designate an architect or engineer to prepare construction documents for the project.

Repealed by Acts 2011, 82nd Leg., R.S., Ch. 1129 (H.B. 628), Sec. 2.08, eff. September 1, 2011.

Repealed and redesignated from Government Code, Chapter 2267 by Acts 2013, 83rd Leg., R.S., Ch. 161 (S.B. 1093), Sec. 22.001(23), eff. September 1, 2013.

Sec. 2269.153. PREPARATION OF REQUEST. (a) In this section, "civil works project" has the meaning assigned by Section 2269.351.

(b) The governmental entity shall prepare a request for competitive sealed proposals that includes construction documents, selection criteria and the weighted value for each criterion, estimated budget, project scope, estimated project completion date, and other information that a contractor may require to respond to the request.

(c) Except as provided by Subsection (d), for civil works projects, the weighted value assigned to price must be at least 50 percent of the total weighted value of all selection criteria.

(d) If the governing body of a governmental entity determines that assigning a lower weighted value to price is in the public interest, the governmental entity may assign to price a weighted value of not less than 36.9 percent of the total weighted value of all selection criteria.

Repealed by Acts 2011, 82nd Leg., R.S., Ch. 1129 (H.B. 628), Sec. 2.08, eff. September 1, 2011.

Repealed and redesignated from Government Code, Chapter 2267 by Acts 2013, 83rd Leg., R.S., Ch. 161 (S.B. 1093), Sec. 22.001(23), eff. September 1, 2013.

Repealed by:

Acts 2021, 87th Leg., R.S., Ch. 702 (H.B. 2581), Sec. 3, eff. September 1, 2021.

Sec. 2269.154. EVALUATION OF OFFERORS. (a) The governmental entity shall receive, publicly open, and read aloud the names of the offerors and any monetary proposals made by the offerors.

(b) Not later than the 45th day after the date on which the proposals are opened, the governmental entity shall evaluate and rank each proposal submitted in relation to the published selection criteria.

Repealed by Acts 2011, 82nd Leg., R.S., Ch. 1129 (H.B. 628), Sec. 2.08, eff. September 1, 2011.

STATE LAW



70th - 80th
Legislature 1987-
2007

Chapter 252 Sub-
Chapter B

Projects over \$50K

Municipal govt.
entity can issue bids

Municipal govt. can
receive bids

Municipal govt. can
evaluate bids



82nd Legislature
2011

Chapter 2269
Sub-Chapter D

Municipal govt.
entity can issue
bids

Municipal govt. can
receive bids

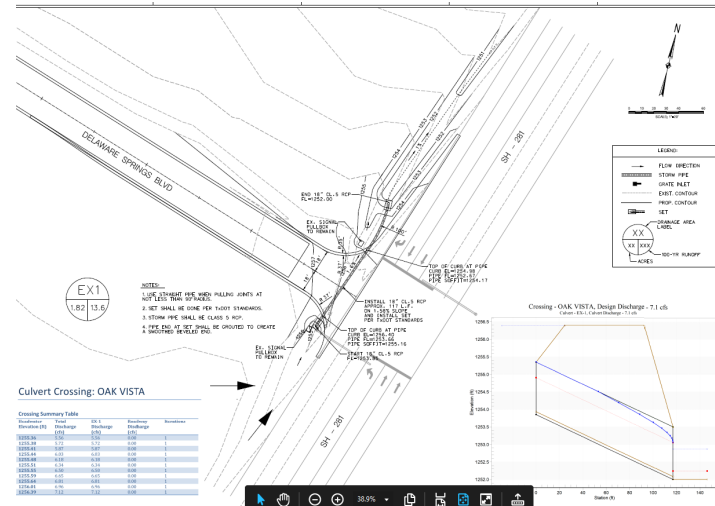
Municipal govt.
must rank bids

BIDDING OPTIONS

There are many options to bid a project, most often for infrastructure are use these two options:

1. Chapter 252 Competitive bids (aka low bid)
2. Chapter 2269 Sealed proposals (aka qualification-based selection)

Both methods have pros and cons. One is a shorter process but not guarantee a quality contractor, the other a longer process.





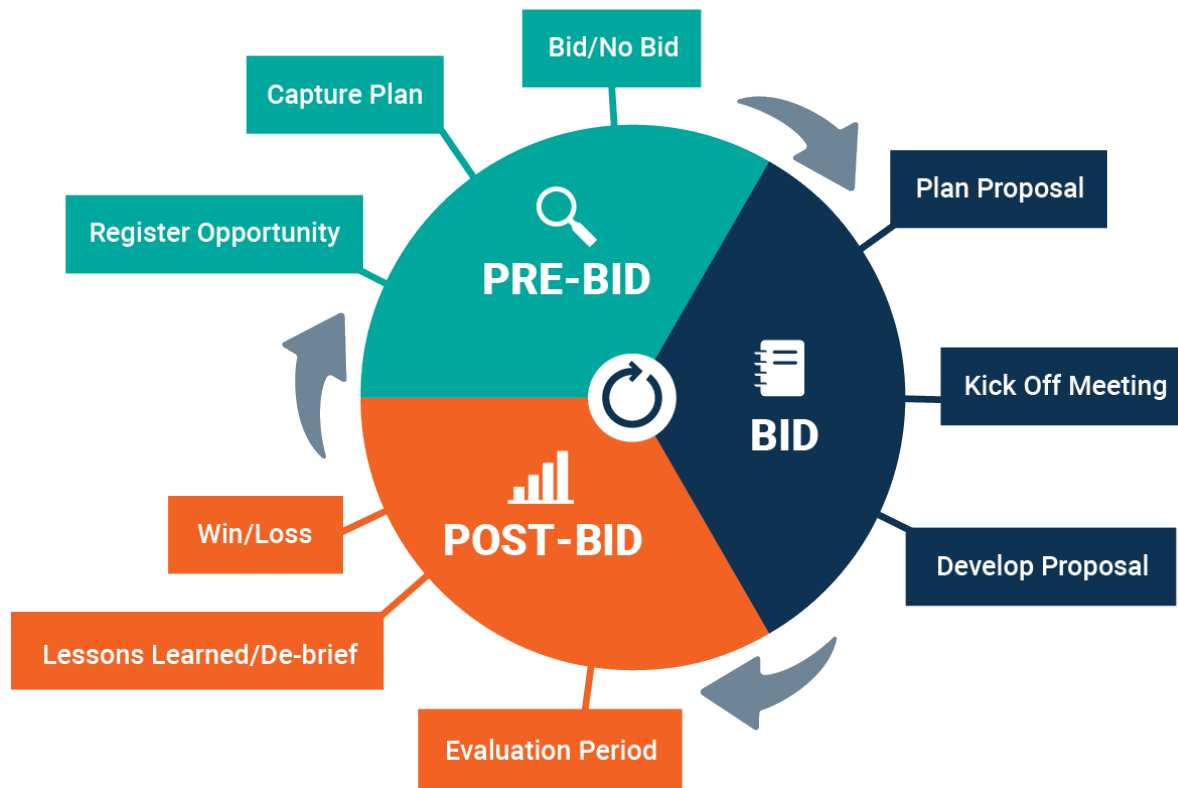
Request for Quote

[ri-'kwest fər, 'kwōt]

When a company solicits select suppliers and contractors to submit price quotes and bids for the chance to fulfill certain tasks or projects.

BIDDING DILEMA

- Current Process:
 - City staff issues bids when the funding is approved.
 - Is approval of funding an authorization to issue bids?
 - Implied but not clear.
 - Staff receives and opens bids.
 - Both chapters say that the governmental entity shall receive bids, open, and read aloud.
 - Although staff has been handling this process, it is unclear if the authority is there.
 - Lastly, the law requires the municipality to determine best value.
 - Current process sometimes the Council creates a committee for a certain project but other times not.
 - It is time consuming to create a committee to perform these tasks for every project.



SOLUTION

- Handling of Bids before presenting to council:
 - Authorize the City Manager or his designee to issue bids:
 - This authority extends only to projects of which the funding council has already approved.
 - It is only for infrastructure projects. It would not extend to a building project or other non-infrastructure projects.
 - Staff receives and opens bids.
 - To remove any ambiguity on whether staff is authorized to receive bids.
 - This process is administrative in nature and a committee is never involved.
 - Lastly, the law requires the municipality to evaluate the bids.
 - Whether it is to evaluate best value, or qualification and price, for infrastructure project the evaluation ends up being non-eventful.
 - City Manager or his designee, for infrastructure projects, can use the technical know-how to evaluate and present a recommendation before council.
- The bids, whether they end up being awarded or not, are always presented before council along with a recommendation.

QUESTIONS





Administration

ITEM 4.3

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

Action

Meeting Date: March 26, 2024

Agenda Item: Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AUTHORIZING THE ACCEPTANCE OF THE 2023 COMMUNITY DEVELOPMENT BLOCK GRANT ("TXCDBG") PROGRAM; AND THE COMMITMENT OF MATCHING FUNDS OF \$255,976.00 FROM THE WATER/WASTEWATER FUND; AND AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS AND TAKE ACTIONS TO FACILITATE SUCH ACCEPTANCE.: A. Feild

Background: Council passed resolution R2023-21 on March 28, 2023, approving the submission of grant application to CDBG - Community Development Fund - 2023 Block Grant Program from the Texas Department of Agriculture to provide replacement of a main water transmission line.

Information: This resolution authorizes the acceptance of the 2023 Community Development Block Grant ("TXCDBG"). This project involves upsizing the transmission water line with approximately two thousand four hundred linear feet (2,400 LF) of sixteen-inch(16") transmission waterline, road reconstruction and additional associated appurtenances. The location of this project will be on Wofford Drive and along The East Tank (road) from the ground storage tank to Wofford Drive. These activities shall benefit 5,830 persons, of which 3,550 or 60.89 percent are of low- to moderate - income.

Fiscal Impact: Upon passage of this resolution Council is accepting the 2023 Community Development Block Grant ("TXCDBG") of \$500,000.00; and committing a match of \$255,976.00 from the Water/Wastewater fund.

Recommendation: Approve and Adopt Resolution R2024-19 as presented.

RESOLUTION NO. R2024-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AUTHORIZING THE ACCEPTANCE OF THE 2023 COMMUNITY DEVELOPMENT BLOCK GRANT (“TXCDBG”) PROGRAM; AND THE COMMITMENT OF MATCHING FUNDS OF \$255,976.00 FROM THE WATER/WASTEWATER FUND; AND AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS AND TAKE ACTIONS TO FACILITATE SUCH ACCEPTANCE.

WHEREAS, the City Council of the City of Burnet (City) desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, it is necessary and in the best interests of the City to accept \$500,000.00 in funding from the 2023 Community Development Block Grant (“TXCDBG”) Program;

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

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

Section two. Acceptance. The City of Burnet, Texas hereby accepts \$500,000.00 in funding from the 2023 Community Development Block Grant (“TXCDBG”) Program.

Section three. Commitment. The City of Burnet, Texas hereby is committing a match of \$255,976.00 from the Water/Wastewater fund.

Section four. Authorization. The City Manager is hereby authorized to administer to all matters relating to such grant and to execute all necessary documents relative to the acceptance of such grant.

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

PASSED AND APPROVED this the 26th day of March 2024.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Kelly Dix, City Secretary



**TEXAS DEPARTMENT OF AGRICULTURE
GRANT AGREEMENT**

GRANT RECIPIENT	Burnet		
GRANT PROGRAM	CDBG - Community Development Fund - 2023		
PROJECT TITLE	CDBG - Community Development Fund - 2023		
CFDA NUMBER	14.228		
PERFORMANCE PERIOD/ AGREEMENT TERM	2/1/2024	through	1/31/2026

AUTHORITY AND PURPOSE

The United States Government has awarded Community Development Block Grant *öCDBGö+ funds to the State of Texas for activities authorized under Title I of the Housing and Community Development Act of 1974 *öHCD Actö+."as amended (42 U.S.C. 5301 et seq.). The Texas Department of Agriculture *öDepartmentö+ administers the State Community Development Block Grant *öTx CDBGö+ "Rtqi tc o "rwtuwcpv"vq"Vgzcu" I qxgtp o gpv"Eq fg"È6:902730

Grant Recipient has submitted a request for assistance under the above-referenced grant program *öGrant Programö+."hereinafter referred to as the öApplicationö"and incorporated by reference into this Grant Agreement *öAgreementö+ "hqt"cmn" rwt rqugu0""V jku" Agreement sets forth the obligations of Texas Department of Agriculture *öGrantorö+ or öDepartmentö+."and Grant Recipient (collectively, the öPartiesö+."along with the terms and conditions under which the Department will provide Grant Program funds to I tcpv" Tgekrk gpv"wp fgt"v jku"cy ctf0"" I tcpv" Tgekrk gpv"ci tggv"vq"cf o kpkuvgt"v jg" r tqlgev"cu" fguetkdgf"kp"v jg"Cr rnkecvkqp"cpf"kp"v jku" Agreement *öProjectö+."and the Department agrees to fund the Project up to the Grant Amount reflected below.

PROJECT DESCRIPTION

Replacement of main water transmission line

Grant Recipient agrees to carry out the Project and complete all approved activities in accordance with the terms of this Agreement, including the following exhibits, which are attached hereto and incorporated by reference into this Agreement for all rwt rqugu<""Rgthqt o cpeg"Rncp"cpf" Cy ctf"U rgek hke"Eqpfkvkqpu"*Gz jkdkv"C+."Rtqlgev"Dwf i gv"*Gz jkdkv"D+." I gpgtcn"Vgt ou"cpf" Conditions (Exhibit C), and Certifications and Assurances (Exhibit D). Grant Recipient further agrees to comply with all statutes and regulations applicable to this award and such regulations and procedures as the Department may prescribe.

TOTAL GRANT AMOUNT NOT TO EXCEED	\$500,000.00
MATCH AMOUNT (if applicable)	\$255,976.00

GRANTEE	GRANTOR
Burnet	TEXAS DEPARTMENT OF AGRICULTURE Trade and Business Development
P.O. Box 1369 Burnet, Texas, 78611-2329	1700 N Congress Ave Cwuvkp."VZ"9:923
<p>AUTHORIZED SIGNATORY/AUTHORITY TO BIND</p> <p>Each person signing the Agreement certifies that he or she is authorized by Grantor or Grant Recipient to sign and execute the Agreement and to bind such party to its terms, performances, and conditions.</p>	
PRINTED NAME AND TITLE OF PERSON SIGNING: ,	PRINTED NAME AND TITLE OF PERSON SIGNING: ,
DATE SIGNED:	DATE SIGNED:

Exhibit A

Performance Plan and Award Specific Conditions

A. Eligible Use of Funds

1. As a condition of receiving this award, Grant Recipient shall administer the Project funded under this Agreement and complete all work and activities in a manner satisfactory to the Department and consistent with the terms and conditions of this Agreement and applicable statutes and regulations.

2. The use of Grant Program funds is premised upon, and conditioned on, Grant Recipient fulfilling one of the program's national objectives. Grant Recipient certifies that the activity (ies) carried out under this Agreement will meet the national objective of Activities benefitting low-to-moderate income persons. If Grant Recipient fails to meet a national program objective, as specified in this Exhibit A, Grant Recipient shall reimburse the Department all grant funds received under this Agreement within thirty (30) days of notice unless otherwise requested by the Department.

3. Grant Recipient will undertake the following activities and provide the following levels of program services.

City Wide - 03J

Grant Recipient shall address the following local need:

Undersized transmission lines will not sufficiently supply the City in case of water plant failure

Grant Recipient shall complete the following work:

Upsize the transmission water line with two thousand four hundred linear feet (2,400 LF) of sixteen-inch (16") transmission waterline, road reconstruction and additional associated appurtenances.

Grant Recipient shall perform this work in the following location(s):

The project will be on Wofford Drive and along The East Tank (road) from the ground storage tank to Wofford Drive. This location is more fully described in Figure A1 below, which is incorporated herein. In the event of a conflict between this description and Figure A1, Figure A1 controls.

These activities shall benefit 5,830 persons, of which 3,550 or 60.89 percent are of low- to moderate-income.

4. Grant Recipient shall ensure that all required engineering services are completed as required by state law, including... I tcvp"Tgekrkgrp"u j c m n g p u w t g " v j c v " c m n R t q l g e v t g n c v g f " c f o k p k u v t c v k q p " c e v k x k v k g u " c t g " e q o r n g v g f . " c u " f g u e t k d g f " k p " v j g " e w t t g p v " T x C D B G P r o j e c t I m p l e m e n t a t i o n M a n u a l .

B. Prohibited Activities

I tcvp"Tgekrkgrp" o c { " q p n { " w u g " i t c p v " h w p f u " v q " e c t t { " q w v " v j g " c e v k x k v k g u " f g u e t k d g f " k p " v j k u " C i t g g o g p v 0 " " I t c p v " T g e k r k g p v " k u " r t q j k d k v g f " h t q o " e j c t i k p i " v q " v j k u " c y c t f " v j g " e q u v u " q h " k p g n k i k d n g " c e v k x k v k g u . " k p e n w f k p i " v j q u g " f g u e t k d g f " c v " 4 6 " E H T " E 7 9 2 0 4 2 9 . " a n d f r o m u s i n g g r a n t f u n d s o r p e r s o n n e l e m p l o y e d i n t h e a d m i n i s t r a t i o n o f a c t i v i t i e s u n d e r t h i s A g r e e m e n t f o r p o l i t i c a l a c t i v i t i e s , i n h e r e n t l y r e l i g i o u s a c t i v i t i e s , o r l o b b y i n g .

C. Timeline

I tcvp"Tgekrkgrp" y k m n " e q o r n { " y k v j " v j g " R t q l g e v " U e j g f w n g " t g h n g e v g f " d g n q y 0 " " H c k n w t g " v q " o g g v " c p { " q h " v j g " h q n n q y k p i " m i l e s t o n e s m a y r e s u l t i n s a n c t i o n s a s o u t l i n e d i n t h e T x C D B G P r o j e c t I m p l e m e n t a t i o n M a n u a l , R e q u e s t s f o r G r a n t A p p l i c a t i o n s , o t h e r p u b l i s h e d D e p a r t m e n t g u i d a n c e , a n d c o n d i t i o n s o f t h i s A g r e e m e n t :

Pre-Agreement Cost Begins:	5/5/2023
Grant Contract Period Begins:	2/1/2024
Environmental Review/Plans & Specifications Recommended to be Complete:	8/1/2024
Group B Forms Required to be Complete:	2/1/2025
Project Recommended to be Complete, including inspections:	10/1/2025
Grant Contract Period Ends:	1/31/2026
Final Payment and Closeout Documentation Required to be Submitted:	4/1/2026

D. Special Conditions

Grant Recipient agrees and assures the Department that it will comply with all the special provisions and requirements of the award described herein.

1. E q o r n k c p e g < " K v " k u " w p f g t u v q q f " c p f " c i t g g f " d { " v j g " R c t v k u " v j c v " r g t h q t o c p e g " w p f g t " v j k u " C i t g g o g p v " o w u v " d g " t g p f g t g f " k p " a c c o r d a n c e w i t h t h e H o u s i n g a n d C o m m u n i t y D e v e l o p m e n t A c t o f 1 9 7 4 , a s i d e n t i f i e d i n t h e A u t h o r i t y a n d P u r p o s e p r o v i s i o n o f t h e A g r e e m e n t ; t h e p o l i c i e s , p r o c e d u r e s a n d r e g u l a t i o n s o f t h e D e p a r t m e n t ; a s s u r a n c e s a n d c e r t i f i c a t i o n s m a d e t o t h e D e p a r t m e n t b y G r a n t R e c i p i e n t ; a n d a s s u r a n c e s a n d c e r t i f i c a t i o n s m a d e t o H U D b y t h e S t a t e o f T e x a s y k v j " t g i c t f " v q " v j g " q r g t c v k q p " q h " v j g " V z E F D I " R t q i t c o 0 " " D c u g f " q p " v j g u g " e q p u k f g t c v k q p u . " c p f " k p " q t f g t " v q " g p u w t g " v j g " n g i c n " a n d e f f e c t i v e p e r f o r m a n c e u n d e r t h i s A g r e e m e n t , b o t h P a r t i e s a g r e e t h a t s u c h p e r f o r m a n c e i s s u b j e c t t o a n d g o v e r n e d d { " v j g " r t q x k u k q p u " q h " v j g " V z E F D I " R t q l g e v " K o r n g o g p v c v k q p " O c p w c n " c p f " c p { " c o g p f o g p v u " v j g t g v q 0 " " H w t v j g t . " v j g " D e p a r t m e n t m a y , f r o m t i m e t o t i m e d u r i n g t h e p e r i o d o f p e r f o r m a n c e o f t h i s A g r e e m e n t , i s s u e p o l i c y d i r e c t i v e s w h i c h u g t x g " v q " g u v c d n k u j . " k p v g t r t g v . " q t " e n c t k h { " r g t h q t o c p e g " t g s w k t g o g p v u " w p f g t " v j k u " C i t g g o g p v 0 " " U w e j " r q n k e { " f k t g e v k x g u " u j c m n " d g " p r o m u l g a t e d b y t h e D e p a r t m e n t i n t h e f o r m o f T x C D B G i s s u a n c e s , s h a l l h a v e t h e e f f e c t o f q u a l i f y i n g t h e t e r m s o f t h i s A g r e e m e n t , a n d s h a l l b e b i n d i n g u p o n G r a n t R e c i p i e n t , a s i f w r i t t e n h e r e i n ; p r o v i d e d , h o w e v e r , t h a t t h e p o l i c y d i r e c t i v e s a n d a n y a m e n d m e n t s t o t h e T x C D B G P r o j e c t I m p l e m e n t a t i o n M a n u a l s h a l l n o t a l t e r t h e t e r m s o f t h i s A g r e e m e n t s o a s t o r e l e a s e t h e D e p a r t m e n t f r o m a n y o b l i g a t i o n s p e c i f i e d i n S e c t i o n 4 o f E x h i b i t C t o r e i m b u r s e c o s t s k p e w t t g f " d { " I t c p v " T g e k r k g p v " r t k q t " v q " v j g " g h h g e v k x g " f c v g " q h " u w e j " c o g p f o g p v u " q t " r q n k e { " f k t g e v k x g u 0 " " C p { " c n v g t c v k q p u . " a d d i t i o n s , o r d e l e t i o n s t o t h e t e r m s o f t h i s A g r e e m e n t , w h i c h a r e r e q u i r e d b y c h a n g e s i n F e d e r a l o r S t a t e l a w s o r r e g u l a t i o n s , a r e a u t o m a t i c a l l y i n c o r p o r a t e d b y r e f e r e n c e i n t o t h i s A g r e e m e n t f o r a l l p u r p o s e s w i t h o u t w r i t t e n a m e n d m e n t a n d s h a l l b e c o m e e f f e c t i v e o n t h e d a t e d e s i g n a t e d b y s u c h l a w o r r e g u l a t i o n .

2. G p x k t q p o g p v c n " T g x k g y < " " I t c p v " T g e k r k g p v " w p f g t u v c p f u " c p f " c i t g g u " v j c v " k v " k u " t g u r q p u k d n g " h q t " g p x k t q p o g p v c n " t g x k g y . "

decision-making, and action under 42 U.S.C. 5304(g), the National Environmental Policy Act of 1969 (NEPA) [42 U.S.C. 4321 et seq.], and other provisions of law which further the purposes of NEPA, as specified in 24 CFR 7.070 I tcpv Tgekrkgrp u j c m n e q o r n { " y k v j " v j g " g p x k t q p o g p v c n " t g x k g y " r t q e g f w t g u " u g v " h q t v j " k p " 4 6 " E H T " R c t v " 7 : . " v j g " T x C D B G P r o j e c t I m p l e m e n t a t i o n M a n u a l , a n d a l l o t h e r a p p l i c a b l e f e d e r a l , s t a t e , a n d l o c a l l a w s i n s o f a r a s t h e y a p p l y v q " v j g " r g t h q t o c p e g " q h " v j k u " C i t g g o g p v 0 " P g k v j g t " I t c p v " T g e k r k g p v " p q t " c p { " r c t v k e k r c p v " k p " v j g " f g x g n q r o g p v " r t q e g u u . " q t " c p { o f t h e i r c o n t r a c t o r s , m a y c o m m i t g r a n t o r o t h e r f u n d s o n a n a c t i v i t y o r p r o j e c t , o r e x e c u t e a l e g a l l y b i n d i n g a g r e e m e n t f o r p r o p e r t y a c q u i s i t i o n , r e h a b i l i t a t i o n , c o n v e r s i o n , r e p a i r o r c o n s t r u c t i o n p e r t a i n i n g t o a s p e c i f i c s i t e u n t i l G r a n t R e c i p i e n t h a s c o m p l e t e d t h e e n v i r o n m e n t a l r e v i e w p r o c e s s a n d t h e D e p a r t m e n t h a s a u t h o r i z e d u s e o f g r a n t f u n d s o r a p p r o v e d t h e G r a n t R e c i p i e n t " t g s w g u v " h q t " t g n c u g " q h " h w p f u " c p f " t g n c v g f " e g t v k h k e c v k q p 0 "

3. Ekvk | gp Rctvkekrcvkqp < " I tcpv Tgekrkgrp u j c m n r t q x k f g " h q t " c p f " g p e q w t c i g " e k v k | g p " r c t v k e k r c v k q p . " r c t v k e w n c t n { " d { " n q y " c p f " m o d e r a t e i n c o m e p e r s o n s w h o r e s i d e i n s l u m o r b l i g h t e d a r e a s a n d a r e a s i n w h i c h t h e f u n d s p r o v i d e d u n d e r t h i s A g r e e m e n t a r e u s e d , i n a c c o r d a n c e w i t h 2 4 C F R 7 9 2 0 6 : 8 " c p f " v j k u " C i t g g o g p v 0 "

4. Public Hearings: Grant Recipient shall hold a public hearing concerning any activities proposed to be added, deleted, or substantially changed, as determined by the Department, from the activities specified in the Application or the Performance Plan. Prior to the programmatic closure of this Agreement, Grant Recipient shall hold a public hearing to review its performance under this Agreement. For each public hearing scheduled and conducted by Grant Recipient, Grant Recipient shall comply with the hearing requirements specified in the TxCDBG Project Implementation Manual.

5. Eq o r n c k p v " R t q e g f w t g u < " I t c p v " T g e k r k g p v " u j c m n " o c k p v c k p " y t k v v g p " e k v k | g p " e q o r n c k p v " r t q e g f w t g u " v j c v " r t q x k f g " h q t " c " v k o g n { " y t k v v g p " t g u r q p u g " v q " e q o r n c k p v u " c p f " i t k g x c p e g u 0 " " U w e j " r t q e g f w t g u " u j c m n e q o r n { " y k v j " v j g " F g r c t v o g p v 0 s t g s w k t g o g p v u 0 " I t c p v " T g e k r k g p v " u j c m n " g p u w t g " v j c v " k v u " e k v k | g p u " c t g " c y c t g " q h " v j g " n q e c v k q p " c p f " j q w t u " c v " y j k e j " v j g { " o c { " o b t a i n a c o p y o f t h e w r i t t e n p r o c e d u r e s a n d t h e a d d r e s s a n d p h o n e n u m b e r f o r s u b m i t t i n g c o m p l a i n t s .

6. Fgrctv o gpv Tgeqipkvkqp < " I tcpv Tgekrkgrp uhall have signage placed in a prominent, visible public area identifying v j g " R t q l g e v " c u " h w p f g f " d { " v j g " F g r c t v o g p v 0 " V j g " u k i p c i g " o w u v " d g " n g i k d n g " h t q o " c " f k u v c p e g " q h " c v " n g c u v " v j t g g " * 5 + " h g g v " c p f " c o m p l y w i t h t h e w o r d i n g , s i z e a n d f o r m a t t i n g r e q u i r e m e n t s s e t f o r t h i n t h e T x C D B G P r o j e c t I m p l e m e n t a t i o n M a n u a l .

7. Rtqi tc o " k p e q o g < " " k p " v j g " u c o g " o c p p g t " c u " t g s w k t g f " h q t " c m " q v j g t " h w p f u " w p f g t " v j k u " C i t g g o g p v . " I t c p v " T g e k r k g p v " u j c m n " m a i n t a i n r e c o r d s o f t h e r e c e i p t , a c c r u a l , a n d d i s p o s i t i o n o f a l l p r o g r a m i n c o m e (a s d e f i n e d a t 2 4 C F R 5 7 0 . 4 8 9 (e) a n d t h e T x C D B G P r o j e c t I m p l e m e n t a t i o n M a n u a l) g e n e r a t e d b y a c t i v i t i e s c a r r i e d o u t w i t h g r a n t f u n d s m a d e a v a i l a b l e w p f g t " v j k u " C i t g g o g p v 0 " " V j g " w u g " q h " r t q i t c o " k p e q o g " d { " I t c p v " T g e k r k g p v " u j c m n e q o r n { " y k v j " v j g " t g s w k t g o g p v u " u g v " h q t v j " c v " 2 4 C F R 7 9 2 0 6 : ; * g + 0 " " I t c p v " T g e k r k g p v " u j c m n " w u g " u w e j " k p e q o g " f w t k p i " v j g " C i t g g o g p v " V g t o " h q t " c e v k x k v k g u " r g t o k v v g f " w p f g t v j k u " C i t g g o g p v " r t k q t " v q " t g s w g u v k p i " c f f k v k q p c n " h w p f u " h t q o " v j g " F g r c t v o g p v 0 " " I t c p v " T g e k r k g p v " u j c m n " r t q x k f g " t g r q t v u " q h " p r o g r a m i n c o m e t o t h e D e p a r t m e n t w i t h e a c h p a y m e n t r e q u e s t i n a c c o r d a n c e w i t h t h e p a y m e n t p r o c e d u r e s d e s c r i b e d j g t g k p . " c p f " c v " v j g " v g t o k p c v k q p " q h " v j k u " C i t g g o g p v 0 " " C n n " w p g z r g p f g f " r t q i t c o " k p e q o g " u j c m n " d g " t g v w t p g f " v q " v j g " F g r c t v o g p v " a t t h e e n d o f t h e A g r e e m e n t T e r m , u n l e s s o t h e r w i s e s p e c i f i c a l l y p r o v i d e d w i t h i n t h i s A g r e e m e n t .

8. Fkudwtug o gpv qh Egtvckp Hwp fu < " Hwp fu hqt eqpuwtwevkqp cevxkvkgu wpfgt v j k u " C i t g g o g p v " y k n n " p q v " d g " f k u d w t u g f " v q " G r a n t R e c i p i e n t u n t i l a l l r e q u i r e m e n t s i d e n t i f i e d a s G r o u p B i n t h e T x C D B G P r o j e c t I m p l e m e n t a t i o n M a n u a l , S e c t i o n 4 0 4 . " j c x g " d g g p " u c v k u h k g f 0 " " V j g u g " t g s w k t g o g p v u " o w u v " d g " u c v k u h c e v q t k n { " e q o r n g v g f " p q " n c v g t " v j c p " v j g " f c v g " k f g p v k h k g f " k p " S e c t i o n C , P r o j e c t S c h e d u l e , a b o v e a s G r o u p B F o r m s R e q u i r e d t o b e C o m p l e t e 0 " " k p " c e e q t f c p e g " y k v j " U g e v k q p u " 3 9 " c p f " 1 8 o f E x h i b i t C , t h e D e p a r t m e n t m a y t e r m i n a t e t h i s A g r e e m e n t i m m e d i a t e l y i f t h e s e s p e c i a l c o n d i t i o n s a r e n o t m e t b y t h e d a t e i d e n t i f i e d i n S e c t i o n C , P r o j e c t S c h e d u l e , a b o v e a s G r o u p B F o r m s R e q u i r e d t o b e C o m p l e t e 0 "

9. The Grant Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grant Recipient's infrastructure project. Any funds obligated under this grant agreement are subject to BABA requirements as described in Chapter 4 of the TxCDBG Project Implementation Manual, unless excepted by a waiver.

10. In addition to the documentation required by Chapter 2 of the Project Implementation Manual, funds awarded under this Agreement will not be disbursed to Grantee until these special conditions are met. Grantee shall submit to the department:

Certification of compliance with the requirements of the Violence Against Women Act Reauthorization of 2022 and the Right to Report Crime and Emergencies from One's Home, confirming that no ordinances, local regulations, or policies adopted by the local government and currently in effect contain any financial or regulatory penalty imposed on property owners or residents as a result of any use of emergency services as required by TxCDBG Policy Issuance 23-01.

11. Grant Recipient shall receive and maintain a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this Agreement. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the engineer shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to Contractor.

Grant Recipient shall provide the Department upon request a copy of all the electronic files and other data received, including the original vector data, and all documentation in electronic format in a file format determined by the Department.

Exhibit B

Budget

A. Approved Budget

30"Kv"ku"wpfgtuvqqf"cpf"ci tggf"jcv"vjg"vqven"co qwpv"qh"i tcpv"hwpfu"wpfgt"vjku"cyctf"ujcnn"dg"wugf"hqt"vjg"Rtqlgev"qwnkpgf"kp"vjku" C i tgg o gpv0" I tcpv" Tgekrkpv"ujcnn"gzr gpf"i tcpv"hwpfu"wpfgt"vjku"cyctf"kp"ceeqtfcpeg"ykvj"vjg"cr rtqxf"Rtqlgev"dwf igv"urgekkgf" jgtgkp0"Cnn"Rtqlgev/tgncvfg"gzr gpugu"o wuv"dg"tgcuqpcdng"cpf"pgeguuct{0

40"Vjg" Fgrctv o gpv" o c{ "tgs wktg" c" o qtg" fgvc kngf" dwf igv" dtgcmf qyp" vjcp" vjg" qpg" eqpvckpgf" jgtgkp."cpf" I tcpv" Tgekrkpv"ujcnn" rtqkfg"uwej"uwr rng o gpvct{ "dwf igv" kphqt o cvkqp"kp" c"vk o gn{ "hcu jkqp"kp" vjg" hqt o "cpf" eqpvgpv" rtguetkdgf" d{ "vjg" Fgrctv o gpv0"

50" Cp{ "c o gpf o gpvu"vq"vjg"Rtqlgev"dwf igv" o wuv"dg"cr rtqxf"kp" ytkvki" d{ "dqvj"vjg" Fgrctv o gpv"cpf" I tcpv" Tgekrkpv0"

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

B. Rtg/Cyctf"Equvu"

The Department may reimburse allowable administrative and engineering expenditures made by Grant Recipient prior to the effective date of the Agreement if incurred after 5/5/2023, and if Grant Recipient complied with all requirements for the release of such grant funds0"

Exhibit C

General Terms and Conditions - Federal Grant

SECTION 1. COMPLIANCE WITH APPLICABLE LAWS

Grant Recipient agrees to administer the award and carry out the Project in compliance with all of the obligations described in this Agreement and shall ensure that the Project is financed, constructed, operated and maintained in accordance with all federal, state and local laws, ordinances, regulations, and published program guidance that are in any manner applicable to the activities performed by Grant Recipient under this award, its agents, employees, subgrantees, contractors and subcontractors pursuant to this Agreement. Failure to comply with such laws, ordinances, regulations, and guidance shall be grounds for termination of this Agreement for cause.

SECTION 2. AVAILABILITY OF FUNDS

Grant Recipient shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Agreement is expressly dependent upon the actual receipt by the Department of funds appropriated to the Department by the Texas Legislature from State and/or Federal revenue or such other funding sources as may be cr rnkecdng0"Kh"uckf"hwpfu"qt"cp{" rctv"vjgtgq"ctg"qt"dgeq o g"wpexckncdng."vjg" Fgrctv o gpv" o c{"vgt o kpcvg"vjku" C i tgg o gpv" qt"tgfweg"vjg" i tcpv" c o qwpv."cu"cr rnkecdng0"C"heknwtg"qh"vjg" Fgrctv o gpv"vq" o cmg"cp{"rc{ o gpv"wpfgt"vjku" C i tgg o gpv"qt" to observe and perform any condition on its part to be performed under the Agreement as a result of the failure of the Texas Legislature to appropriate shall not in any manner constitute a breach of the Agreement by the Department or an event of default under the Agreement, and the Department shall not be held liable for any breach of the Agreement dgecwug"qh"vjg"cdugpeg"qh"cxckncdng"hwpfkipi"cr rtrqtkcvkqpu0"

SECTION 3. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND ACCOUNTING STANDARDS

Grant Recipient shall comply with, to the extent applicable, the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and the Texas Grant Management Standards *öTxGMSö+promulgated by the Texas Comptroller of Public Accounts pursuant to the Uniform Grant and Contract Management Act (Tex. Govø"Eqfg."Ej crvgt"9:5+0" Grant Recipient agrees to adhere to the administrative requirements and accounting principles and procedures required therein, utilize adequate internal eqpvtnu."cpf" o ckpvckp"pgeguuct {"uqwteg"fqew o gpvcvkqp"ht"cn"equvu"kpewttgf"wpfgt"vjg"cyctf0"

SECTION 4. METHOD OF PAYMENT

A. Hwpfu"y knn"dg"fkudwtugf"ht"cevwn"gnki kdng"equvu"kpewttgf"d{ " I tcpv" Tgekrkpv"kp"eqppgevkkp"y kvj"vjku" C i tgg o gpv0" Determination of allowable costs shall be made in accordance with applicable government-wide cost principles under 2 CFR Part 200, Subpart E; the TxGMS; this Agreement; published program guidance; and such procedures as the Fgrctv o gpv" o c{ " r tguetkdg0"

B. Rc{ o gpv" tgs wguvu"uj cnn"dg"uwo kvvgf"vq"vjg" Fgrctv o gpv"kp"vjg" o cppgt"cpf"qp"vjg"ht o "tgs wktgf"d{"vjg" Fgrctv o gpv0" Payment shall be made on an eligible cost-reimbursement basis only and in such amounts and increments approved by the Department for various phases of work following submission by Grant Recipient of a proper request for payment, including applicable, accurate and complete supporting documentation that substantiates the payment request in ceeqtf cpeg"y kvj"vjg"Rgthqt o cpeg"Rncp"wpfgt"Gz jkdkv" C"cpf"vjg"Rtqlgev"Dwfi gv"tghngevgf"kp"Gz jkdkv"D0"

C. The Department shall pay to Grant Recipient funds available under this Agreement based upon information submitted by Grant Recipient for allowable costs permitted under the Agreement and consistent with the Project Dwfi gv0"Vjg" Fgrctv o gpv" y knn"pqvkh{ " I tcpv" Tgekrkpv"kh"vjg"ctg"eqpegtpu"cdqvw"vjg"Rtqlgev"cpf"ujcnn"pqv" o cmg" disbursement of any such payment until the issues of concern are resolved and the Department has reviewed and cr rtxgf"uwej"rc{ o gpv" tgs wguvu0"Vjg" Fgrctv o gpv" o c{ " fgp{ "c"rc{ o gpv" tgs wguvu"kh"vjg" Fgrctv o gpv" fgvg o kpgu"vjcv"vjg"

request is not supported by sufficient documentation.

D. The Department will not reimburse Grant Recipient for any costs incurred either prior to the effective date of the Agreement or after the termination or expiration date of the Agreement, unless otherwise stated herein or agreed to in writing by the Department.

E. The Department will not make final payment to Grant Recipient until all reports, unexpended program income and other deliverables required under the Agreement have been submitted to the Department in acceptable form.

SECTION 5. MATCHING AND COST SHARING REQUIREMENTS

Grant Recipient shall demonstrate to the satisfaction of the Department that it has complied with all matching and cost sharing requirements, if any, of this Agreement. Requests for reimbursement will only be paid after Grant Recipient provides documented minimum expenditure of matching funds in an amount proportionate to the reimbursement request.

SECTION 6. FINANCIAL MANAGEMENT

A. Grant Recipient shall maintain a financial management system that meets the standards for fund control and accountability as established in 2 CFR 200, Subpart D; the TxGMS; and this Agreement, as applicable, and that will Grant Recipient agrees to keep all Project accounts and records that fully disclose the amount and disposition by Grant Recipient of the proceeds of the award, the total cost of the Project in connection with which the award is given or used, the amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial of the award.

B. Grant Recipient shall maintain a financial management system that provides:

- (1) Accurate, current and complete disclosure of all financial activities related to this Agreement, in accordance with Generally Accepted Accounting Principles;
- (2) Records that clearly identify the source and application of all funds used for the purposes described in the These records shall, at a minimum, contain information pertaining to Agreement awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and program income;
- (3) have in place a system for safeguarding all such assets and shall assure that such assets are used solely for authorized purposes; and
- (4)

C. Grant Recipient shall ensure that the funds provided by the Department to Grant Recipient under this Agreement are not misappropriated or misdirected to any other account, need, project, line-item, or unrelated activity.

Year 2022-2023 Grant Recipient shall further ensure that grant funds received under this Agreement will be expended in a manner consistent with the limitations and reporting requirements established by GAA, Article IX, Part 2 (governing Provisions relating to the Position Classification Plan), Part 3 (governing Salary Administration and Employment Provisions), and Part 5 (governing Travel Regulations); Texas Government Code, Sections 556.004, .005, and .006; and Texas Government Code, Sections 2113.012 and .101.

SECTION 7. PROCUREMENT STANDARDS

Grant Recipient shall procure property, supplies, equipment, and services with funds provided under this Agreement in a manner consistent with (1) current Grant Program policy; (2) federal, state and local laws; (3) 2 CFR Part 200, administrative matters associated with Grant Recipient's procurement of such property, supplies, equipment, and beneficiary of this Agreement.

SECTION 8. PROPERTY MANAGEMENT STANDARDS

Grant Recipient shall use and dispose of property in a manner consistent with 2 CFR Part 200, Subpart D, and the TxGMS, as applicable, if such property has been furnished by the Department or acquired or improved in whole or in part with federal or state funds or if the cost of such property was charged to a project supported by federal or state funds.

SECTION 9. REPORTING REQUIREMENTS

The final report shall include a comparison of actual expenditures with the budget line items shown in Exhibit B, Project Budget.

Department upon receipt of a written request from Grant Recipient.

revocation of a grant; (ii) withholding of current or future payment requests submitted by the Grant Recipient; (iii) requiring repayment of grant funds previously disbursed to Grant Recipient; (iv) a determination that Grant Recipient is ineligible for future Grant Program funds; and/or initiate other remedies for noncompliance as appropriate and permitted under this Agreement; 2 CFR Part 200, Subpart D; or the TxGMS.

SECTION 10. RECORD RETENTION

A. Grant Recipient shall maintain and retain all financial and statistical records, performance records, supporting documents, and all other records related, in any way, to this Agreement and award for a period of three (3) years from closeout of the grant from the federal awarding agency to the Department. If any litigation, claim, audit, administrative review or other action is initiated before the expiration of the record retention period, all records and supporting documents shall be retained until all issues and matters are resolved and final action taken.

B. nonexpendable property acquired with award funds shall be retained for three (3) years after final disposition of such property.

C. The Department reserves the right to direct Grant Recipient to retain documents for a longer period of time or transfer certain records to Department custody when it is determined the records possess longer term retention value.

D. Grant Recipient shall include the substance of this Section 10 in all subawards and subcontracts.

SECTION 11. INSPECTIONS AND MONITORING

A. Grant Recipient shall monitor the performance of all activities undertaken pursuant to this Agreement to assure that time schedules are being met, projected work and tasks are being accomplished and other performance goals are being met. Grant Recipient shall ensure that the Department is kept informed of the progress of the project and shall submit periodic reports and receipts and expenditures, cash management, maintaining adequate financial records, and refunding disallowed expenditures.

B. Grant Recipient agrees to notify the Department in writing of any circumstances or conditions that may negatively affect or are negatively affecting program objectives or performance as soon as they are known. These conditions include but are not limited to circumstances and problems that prevent the meeting of time schedules and goals or preclude the attainment of Project work within established time periods. In its notification, Grant Recipient shall include a statement of the action taken or contemplated by Grant Recipient to correct the problems and the time frame within which corrective action will be taken.

C. Grant Recipient's progress will be monitored periodically by the Department to ensure that the Project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Grant Recipient shall submit periodic reports and administrative issues relative to each Grant Program and will identify areas where technical assistance and other support is needed.

D. The Department may, at any time, require that Grant Recipient provide such other information as is deemed necessary by the Department to enable it to fully monitor the Agreement.

E. The Department may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits, inspections, or monitoring reviews. The Department may require Grant Recipient to take timely and appropriate action on all deficiencies pertaining to the award detected through audits, on-site reviews, and other means. In response to audit deficiencies or other findings of noncompliance with this Agreement, the Department may impose additional conditions on the use of funds to ensure future compliance. Failure of Grant Recipient to take timely and appropriate action on all deficiencies may result in the withholding or suspension of funds under the Agreement, termination of the award, or any other remedy which may be available to the Department.

F. Grant Recipient understands and agrees that it shall repay funds disbursed to Grant Recipient under this Agreement for disallowed costs identified through audits, inspections, or monitoring reviews, and the repayment of such costs shall be determined to not be allowed in accordance with the applicable cost principles or other conditions contained in this Agreement.

SECTION 12. AUDITS, INVESTIGATIONS AND ACCESS TO RECORDS

A. Grant Recipient agrees to make available to the Department, any federal agency whose funds are expended in the course of this Agreement, the Texas State Auditor's Office, any other appropriate unit or agency of the state or federal government, and any of their duly authorized representatives, for purposes of audit and examination, all accounting records, books, documents, files and other papers that are pertinent to the award as may be necessary to facilitate the review and audit of Grant Recipient's project. Grant Recipient shall ensure that the substance of this clause concerning the authority to audit funds and the requirement to cooperate is included in all subawards and contracts it awards.

B. When reasonable and practical to do so, the Department shall provide prior notice of all visits entailing inspections, audits as deemed necessary.

C. All audit reports shall be promptly delivered to Grant Recipient for review. Grant Recipient shall cooperate with the Department to assure timely and appropriate resolution of audit findings and recommendations.

D. When audits disclose overpayments to Grant Recipient, the Department may, at its option, either require Grant Recipient to repay the overpayment or deduct the amount of overpayment from monies due the Grant Recipient under

SECTION 13. AUDIT REQUIREMENTS

A. If Grant Recipient expends \$750,000 or more during its fiscal year in federal awards, Grant Recipient must have a single or program-specific audit conducted for that year in accordance with applicable federal laws and regulations, including 2 CFR Part 200, Subpart F.

B. All audits shall be conducted in accordance with the Generally Accepted Government Auditing Standards.

C. If Grant Recipient has a financial audit performed during the term of this Agreement, Grant Recipient shall provide to the Department, upon request, information about the audit or information regarding where the audit report can be publicly viewed, including the audit transmittal letter, management letter, and any schedules in which award funds are included.

D. Failure to comply with audit requirements may adversely affect this award, other grant agreements between Grant Recipient and the Department, and future awards to Grant Recipient.

SECTION 14. MODIFICATIONS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by amendment in writing and executed by the parties to the Agreement.

B. Amendments will generally be required when any of the following are anticipated: (1) a change to the scope, location, or objectives of the Project, including purpose or beneficiaries; (2) revision to Exhibit B, Project Budget, including budget category expenditure variances and transfer of expenditures to an unbudgeted line item; and (3) a need to extend the availability of grant funds or Performance Period.

C. A request for modification or amendment to the Agreement shall be submitted to the Department in writing, including an explanation or justification for the request, no later than thirty (30) days prior to the end of the agreement term. A request for an extension must be supported by documentation of extenuating or unforeseeable circumstances beyond Grant Recipient's control which prevented completion of the Project within the agreement term and include a revised performance plan and schedule showing when major milestones will be completed for each activity. Requests may be submitted to the Department for approval less than thirty (30) days prior to the end of the agreement term but only for good cause as determined by the Department based on the justification submitted with the request.

D. Such amendments shall not invalidate the Agreement, nor relieve or release the Department or Grant Recipient from its obligations under the Agreement except as specifically set out therein.

E. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal or

State laws or regulations are automatically incorporated into this Agreement without written amendment and shall become effective on the date designated by such law or regulation.

SECTION 15. INDEMNIFICATION

A. To the extent allowed by law and the Constitution of the State of Texas, Grant Recipient and the Department shall each be responsible for the acts or omissions of their respective agents and employees.

B. Grant Recipient shall, to the extent allowed by law and the Constitution of the State of Texas, indemnify and hold harmless the Department, its officers, agents, employees and representatives from any and all liability, actions, claims, demands or suits, and all related costs, attorney fees and expenses arising out of or related to (1) the work, services, or materials provided under this Agreement; (2) any failure of Grant Recipient to perform its obligations under this Agreement; or (3) any improper or deficient performance of such contractual obligations. The Department shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this Agreement.

C. This Section 15 shall survive the expiration or termination of the Agreement.

SECTION 16. AWARD CLOSEOUT

A. Closeout of the award shall be based upon a determination that all applicable administrative actions and all required Project-related activities have been completed in accordance with the Application, the terms of this Agreement and all

B. Upon the Department's review of all financial, performance, and other required reports, the Department may make upward or downward adjustments to the allowable costs, within the limits of the grant amount, on the basis of the

C. Regardless of whether audits were conducted during the term of the Agreement, a final financial and compliance audit may be initiated up to three (3) years after the Agreement completion date beginning with the date Grant

D. Any award funds not expended by Grant Recipient in conjunction with the Project prior to the end of the term of the Agreement, including any authorized extensions, shall be forfeited.

SECTION 17. SUSPENSION AND TERMINATION

A. Vgt o kpcvkqp "hqt" Ecwug< "Kh" vjg "Fgrctv o gpv" fgvt o kpgu" vjcv" I tcpv "Tgekrkpv" jcu" eq o o kwgf" c" o cvgtkc n" dtgcej" qt" default of any covenant, obligation or other agreement under this Agreement; failed to fulfill or perform any obligation under this Agreement; or failed to comply with any of the terms or conditions of this Agreement, in whole or in part, and such breach, default or failure is not cured within fourteen (14) days after the Department's notice or such longer period as the Department may specify in such notice, the Department may place Grant Recipient in default status and take any or all of the following actions:

- (1) Suspend activities under the Agreement upon thirty (30) days advance written notice by the Department

- (2) Terminate the Agreement for cause, in whole or in part, upon thirty (30) days advance written notice by Recipient shall have no right to utilize award funds to pay any costs incurred after the effective date of a termination for cause.
- (3) Terminate the Agreement for cause, in whole or in part, immediately effective upon notice, whenever the Department determines that Grant Recipient has jeopardized the safety and welfare of the public, materially failed to comply with the terms and conditions of the Agreement, or whenever the fiscal or this provision shall state the reason for the action, the effective date of the termination and closeout utilize award funds to pay any costs incurred after the effective date of the termination.
- (4) Invoke any other remedy or remedies that may be legally available.

B. Termination for Convenience: Either party may terminate this Agreement at any time for convenience by providing a written notice to the other party at least thirty (30) days in advance of the intended date of termination.

C. Mutual Termination: This Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the Parties may agree in the written consent.

D. Effect of Termination: Upon receiving a notice of termination of this Agreement, Grant Recipient shall immediately cease all activities under this Agreement unless the Department expressly directs otherwise. Each party shall be released from all obligations to the other party arising after the date of the termination or expiration, except for those that by their terms survive such termination or expiration.

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A. In addition to any other rights or remedies available at law or in equity, if Grant Recipient fails to comply with any term, condition, requirement, or provision of this Agreement, in whole or in part, the Department may take one or more of the following actions:

- (1) Temporarily withhold payment of funds pending correction of the default by Grant Recipient;
- (2) Disallow all or part of the cost of the noncompliant activity or action and reduce the Grant Award by such amount;
- (3) Wholly or partially suspend or terminate the award and this Agreement as provided in this Agreement;
- (4) Withhold further awards to Grant Recipient;
- (5) Require Grant Recipient to repay award funds that the Department determines were not expended in compliance with this Agreement or any applicable statutes or regulations;
- (6) Impose an administrative penalty which results in a reduction of the budget line item for grant administration; or
- (7) Invoke any other remedy or remedies that may be legally available.

B. Failure to comply with any terms of this Agreement include, but are not limited to, the following:

- (1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and guidelines, policies or directives as may become applicable at any time;
- (2) Failure, for any reason, of Grant Recipient to fulfill in a timely and proper manner its obligations under this Agreement;

- (3) Ineffective or improper use of funds provided under this Agreement; or
- (4) Submission by Grant Recipient to the Department reports that are incorrect or incomplete in any material respect.

C. The Department reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grant Recipient to cure if:

- (1) award funds are misused;
- (2) Grant Recipient commits fraud through intentional, reckless or grossly negligent conduct; or
- (3) Grant Recipient knowingly made any false statements or misrepresentations in the Application or any certification, report or other information submitted to the Department under this Agreement.

D. In the case of a cancellation, suspension or termination, monies already received by Grant Recipient under this Agreement may be owed back to the Department and the Department may also declare Grant Recipient ineligible to receive any further awards until the entire obligation has been repaid to the Department.

SECTION 19. ASSIGNABILITY OF AGREEMENT, SUCCESSORS IN INTEREST

A. Grant Recipient shall not assign or transfer this Agreement, or any part thereof, without prior written consent of the Department. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by the Department. No approval by the Department of any assignment or transfer shall be deemed to create any obligation of the Department in addition to those set forth in this Agreement.

B. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective representatives, successors and permitted assigns.

SECTION 20. SUBAWARDS/SUBCONTRACTS

A. Approvals: Whenever Grant Recipient intends to subcontract any work or services under this Agreement, Grant Recipient shall not enter into any contracts with any agency or individual in the performance of this Agreement without the written consent of the Department prior to the execution of such contract. It is understood that consent of the Department to subcontract in no way relieves Grant Recipient of any of its duties or obligations under this Agreement nor precludes the Department from taking any action which may be available to it under this Agreement or otherwise in law.

B. Monitoring: Grant Recipient shall monitor all work and services on a regular basis to assure they are carried out in accordance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

C. Content: With any subgrantee or subcontractor, Grant Recipient must have a written contract that complies with applicable requirements and regulations. All work or services covered under this Agreement which is contracted by Grant Recipient shall be subject to all provisions of this Agreement. Grant Recipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

D. Selection Process: Grant Recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be maintained in Grant Recipient's files along with documentation concerning the selection process and made available upon request.

SECTION 21. COPYRIGHTS

Grant Recipient may exercise its rights to ownership of materials developed during the course of a grant-supported and to the federal agency providing the funds (as applicable), for governmental purposes, a royalty-free, non-exclusive license to the Department does not preclude Grant Recipient from exercising its right of ownership of the materials or Recipient, then the net proceeds constitute program income as defined, and the funds must be treated accordingly as defined by regulations and published Grant Program guidance.

SECTION 22. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between Grant Recipient and the Department. Grant Recipient shall at all times remain an independent contractor with respect to the work and services to be performed under this Agreement.

SECTION 23. CONFLICT OF INTEREST

A. In the administration of the award, the performance of activities under the Agreement, and the procurement of supplies, equipment, construction and services, Grant Recipient shall comply with all conflict-of-interest prohibitions constitute a conflict of interest, actual or potential, or reasonably creates an appearance of impropriety, Grant Recipient shall promptly notify the Department.

B. Grant Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts/agreements supported by award funds, which includes the following:

- (1) No employee, officer or agent of Grant Recipient shall participate in the selection, or in the award, or administration of, a contract/agreement supported by award funds if a conflict of interest, real or apparent, would be involved.
- (2) Grant Recipient shall not assign an employee to the Project if the employee:
 - a. owns an interest in or is an officer or employee of a third-party business entity that has or may have an agreement with Grant Recipient relating to the Project;
 - b. has a direct or indirect financial interest in the outcome of the Project; or
 - c. has performed services regarding the subject matter of the Project for an entity that has a direct or indirect financial interest in the outcome of the Project.
- (3) Grant Recipient will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest, or personal gain.

C. Grant Recipient shall include in all subawards and subcontracts any necessary provisions to eliminate or neutralize conflicts of interest.

SECTION 24. SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular

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SECTION 25. PUBLIC/CONFIDENTIAL INFORMATION

A. Public Information: Grant Recipient understands that the Department will comply with the Texas Public Information Act, Chapter 552 of the Texas Government Code *öPIAö+0""Information, documentation, and other material in connection with this Agreement and award may be subject to public disclosure pursuant to the PIA. Grant Recipient is required to make any information created or exchanged with the Department pursuant to this Agreement, and not otherwise excepted from disclosure under the PIA, available in a format that is accessible by the public.

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SECTION 26. WAIVER

The Parties expressly agree that no provision of the award or Agreement is in any way intended to constitute a waiver by the Department or the State of Texas of any immunities from suit or from liability that the Department or the State of Texas may have by operation of law. Any right or remedy provided for in this Agreement shall not preclude the exercise of any other right or remedy under the Agreement or under any provision of law, nor shall any action taken by the Department in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. The Department's failure to act with respect to a breach by Grant Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Department to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 27. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

SECTION 28. ORAL AND WRITTEN AGREEMENTS

All oral and written agreements between the Parties relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

SECTION 29. EXECUTION OF AGREEMENT

This Agreement is effective as of the date signed by the Texas Agriculture Commissioner or by his authorized designee.

Exhibit D

Certifications and Assurances of CDBG Grant

By signature hereon, Grant Recipient hereby certifies and assures, with respect to this award and performing its responsibilities under this Agreement, that it will comply with all applicable laws, regulations, executive orders, policies, guidelines and requirements.

1. **LEGAL AUTHORITY** Grant Recipient represents that it possesses legal authority to enter into the agreement, duly adopted or passed as an official act of Grant Recipient's governing body, directing and authorizing the person identified as the official representative, or the designee of Grant Recipient, to act in connection with the Agreement, to provide such additional information as may be required, to sign and execute the Agreement on behalf of Grant Recipient, and to validly and legally bind Grant Recipient to all of its terms, performances, and provisions.

2. **AFFIRMATIVELY FURTHER FAIR HOUSING** Grant Recipient certifies that it will comply with the Fair Housing Act (42 U.S.C. § 5403 *et seq.*), and implementing regulations at 24 CFR Part 100, and that it will affirmatively further fair housing as specified by the Department.

3. **ANTI-LOBBYING** Grant Recipient certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, or to attempt to obtain, any contract, grant, or payment from the Federal Government, or to attempt to influence the awarding of any contract, grant, or payment from the Federal Government. (5) Grant Recipient acknowledges and agrees that it is responsible for ensuring that each subrecipient and subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement.

4. **CHILD SUPPORT PAYMENTS** Grant Recipient represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and subcontractors to include the following clause in their contracts: "Under Section 231.006 of the Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

5. **CITIZEN PARTICIPATION** Grant Recipient certifies it is in full compliance and following a detailed citizen participation plan (40 CFR 92.503) for the project.

6. **CLEAN AIR AND WATER POLLUTION CONTROL** Grant Recipient represents and warrants that it will comply with all applicable laws, regulations, executive orders, policies, guidelines and requirements of the Clean Air Act (42 U.S.C. § 7401 *et seq.*) and the Clean Water Act (33 U.S.C. § 1361 *et seq.*) and that it will report to the Regional Office of the Environmental Protection Agency (EPA) any violations of these laws, regulations, executive orders, policies, guidelines and requirements.

7. **CONSERVATION** Grant Recipient represents and warrants that it will comply with the Wild and Scenic Rivers Act (16 U.S.C. § 1261 *et seq.*), related to protecting components or potential components of the national wild and scenic river system.

8. **CONTRACT OVERSIGHT** Grant Recipient represents and warrants that it will maintain oversight to ensure that all terms, conditions, and requirements of the agreement, including these certifications and assurances, are met and that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase

orders.

9. COMPLIANCE WITH LAWS, RULES AND REQUIREMENTS ó"Grant Recipient represents and warrants that it will comply and assure the compliance of all its subrecipients and contractors, with all award requirements imposed by cr rnkecdng"hgfgtcn"cpf"uvcvg"nc y u."twngu."tgi wncvkqpu."cpf"rqnkekgu"kp"ghhgev"qt"jgtgchvgt"guvcdnku jgf0""kp"cf fkvkqp." I tcpv" Recipient represents and warrants that it will comply with all requirements imposed by the Department concerning urgekcn"tgs wktg o gpvu"qh"ncy."rtqitc o "tgs wktg o gpvu."cpf"qv jgt"cf o kpkuvtcvkxg"tgs wktg o gpvu0""kp"kpucpegu"y jgtg" multiple requirements apply to Grant Recipient, the more restrictive requirement applies.

10. CYBERSECURITY TRAINING (Local Government System) ó"Grant Recipient represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

11. DEBARMENT AND SUSPENSION ó"Grant Recipient certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the United States General Services Administration.

12. DISCLOSURE OF VIOLATIONS OF FEDERAL CRIMINAL LAW ó"Grant Recipient represents and warrants its eq o rnkcpvg" y kv j "4"EHT"È4220335." y jkej"tgs wktg v jg"fkuenquwtg"kp"y tkvkp i "qh"xlqncvkqpu"qh"hgfgtcn"etk o kpcn"nc y" involving fraud, bribery, and gratuity violations potentially affecting the award and the reporting of certain civil, criminal, or administrative proceedings to SAM.

13. DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS ó"Grant Recipient represents and warrants that it will comply with Section 2252.906 of the Texas Government Code, relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

14. DISCRIMINATION PROHIBITED ó"In accordance with Section 2105.004 of the Texas Government Code, Grant Recipient represents and affirms that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.

15. DISPLACED PERSONS ó"Grant Recipient certifies that it will minimize displacement of persons as a result of activities performed under this award and that it will comply with requirements of the provisions of the Uniform Tgnqecvkqp"Cuukuvcpvg"cpf"Tgcn"Rtqrgrtv{"Ceswkukvkqp"Rqnkekgu"Cev"*64"W0U0E0"ÈÈ6823"ó"6877+"and implementing regulations at 49 CFR Part 24 and 24 CFR Part 42, Subpart A, which provide for fair and equitable treatment of rgtuqpu"fkurnceg f"cu"ctguwnv"qh"hgfgtcn"cpf"hgfgtcnn{/cuukuvvgf"rtqitc o u0"" I tcpv"Tgek rkgpv"hwvtv jgt"egt vkhkgu"v jcv"kv"jcu"kp" effect and is following a residential anti-displacement and relocation assistance plan required under Section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with grant funds.

16. DISPUTE RESOLUTION ó"The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the Agreement.

17. DRUG-FREE WORKPLACE ó"Grant Recipient represents and affirms that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 and maintain a drug-free work environment.

18. ENVIRONMENTAL STANDARDS ó"Grant Recipient certifies it will comply with environmental requirements qh"v jg"Pcvkqpcn"Gpxktqp o gpvcn"Rqnke {"Cev"*64"W0U0E0"ÈÈ6543"et seq.) and related Federal authorities, including notification of violating facilities pursuant to Executive Order No. 11738.

19. EQUAL EMPLOYMENT OPPORTUNITY ó"Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of òfederally assisted construction contractò" in 41 CFR Part 60-1.3 must include the equal

opportunity clause provided under 41 CFR Part 60-1.4(b), in accordance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Grant Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the U.S. Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with federal funds pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any program involving such grant, contract, loan, insurance, or guarantee, the equal opportunity clause provided under 41 CFR Part 60-1.4(b).

20. **EXCESSIVE FORCE** "It has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations, and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

21. **EXCLUDED PARTIES** "Grant Recipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control.

22. **FAIR LABOR STANDARDS** "Grant Recipient certifies that it will comply with the minimum wage and Intergovernmental Personnel Act of 1970, as applicable.

23. **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY** "Grant Recipient represents and affirms that it will comply with the Federal Funding Accountability and Transparency Act, as amended, requiring recipients and subrecipients of federal financial assistance to obtain a Unique Entity Identifier (UEI) number and will report the registered in the federal SAM and continue to maintain an active SAM registration with current information at all Grant Recipient to another party if said party is listed in the Excluded Parties List System in the federal SAM.

24. **FLOOD INSURANCE** "Grant Recipient represents and warrants that it will comply with the flood insurance recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

25. **HISTORIC PRESERVATION** "Grant Recipient assures compliance with Section 106 of the National Historic Rehabilitation Act.

26. **LEAD-BASED PAINT** "Grant Recipient represents and warrants that it will comply with the Lead-Based Paint rehabilitation of residence structures, and the implementing regulations at 24 CFR Part 35.

27. **NONDISCRIMINATION** "Grant Recipient certifies that it will comply with all state and federal statutes relating to nondiscrimination, including the following:

- g Vjg"Ekxkn"Tkijvu"Cev"qh"3;86."cu"co gpfgf"*64"W0U0E0"ÈÈ4222f"et seq.);
- g Ugevkqp"726"qh"vjg"tgjcdknkvcvkqp"Cev"qh"3;95"*4;"W0U0E0"È9;6+=
- g Vjg"Cogtkecpu"ykvj"fkucdknkvgu"Cev"qh"3;;2"*64"W0U0E0"ÈÈ34323"et seq.); and
- g Vjg"Cig"fkuetk okpcvkqp"Cev"qh"3;97"*64"W0U0E0"ÈÈ8323"et seq.).

28. OPEN MEETINGS ó"kh" I tcpv"Tgekrkgpv"ku"ç"i qxgtp o gpvcn"gpvkv{." I tcpv"Tgekrkgpv"tgrtgugpvu"çpf""çhht o u"vj cv"kv" will comply with Texas Government Code, Chapter 551, which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

29. POLITICAL ACTIVITY ó"Grant Recipient certifies that it will comply with provisions of federal law which limit certain political activities of employees whose principal employment is in connection with an activity financed in y j qng"qt"kp"rctv"d{ "hgfgtcn"hwpfu"*7"W0U0E0"È3723"et seq0+0"

30. REPORTING SUSPECTED FRAUD AND UNLAWFUL CONDUCT ó"Grant Recipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the Texas State Auditor's Office.

31. SECTION 3 ó"Grant Recipient certifies that it will comply with Section 3 of the Housing and Urban Development Act of 1968 and implementing regulations at 24 CFR Part 75, which require that employment and other economic opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

32. SPECIAL ASSESSMENTS ó"Grant Recipient represents and warrants that it will not attempt to recover any capital costs of public improvements assisted in whole or part with grant funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (a) such funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from other revenue sources; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the jurisdiction certifies that it lacks sufficient grant funds to comply with the requirements of subclause (a).

33. CHANGE IN LAW AND COMPLIANCE WITH LAWS ó"Any alterations, additions, or deletions to the terms of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto, and shall become effective on the date designated by such law or by regulation. Grant Recipient shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the Agreement to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the Agreement. The Department reserves the right, in its sole discretion, to unilaterally amend the Agreement prior to award and throughout the term of the Agreement to incorporate any modifications necessary for the Department's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

Failure to comply with applicable assurances may result in the withholding or suspension of funds, termination of the award, or other available remedies, and Grant Recipient may be ineligible for future awards if the Department determines that any of the following has occurred: (1) Grant Recipient has made false certification, or (2) Grant Recipient violated the certification by failing to carry out the requirements as noted above.

Failure to comply with applicable assurances may result in the withholding or suspension of grant funds, termination of the award, or other available remedies, and Grant Recipient may be ineligible for future awards if the Department fgvgt o kpgu"vj cv"çp{"qh"vjg"hqnnq y kp i "j cu"qeewttgf<""*3+" I tcpv"Tgekrkgpv"j cu" o çfg"hcnug"egtvkhkccvkkp."qt"*4+" I tcpv" Recipient violated the certification by failing to carry out the requirements as noted above.

RESOLUTION NO. R2023-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AUTHORIZING THE SUBMISSION OF A 2023/2024 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND; AND AUTHORIZING CITY REPRESENTATIVES IN MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the City Council of the City of Burnet (City) desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and,

WHEREAS, it is necessary and in the best interests of the City to apply for the Texas Community Development Block Grant Program; and,

WHEREAS, the City Council of Burnet is committed to compliance with federal, state, and program rules, including the current TxCDBG Project Implementation Manual;

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

Section one. Approval. The following is hereby approved:

- (a) that a Texas Community Development Block Grant Program application for the Community Development Fund be filed on behalf of the City of Burnet with the Texas Department of Agriculture; and
- (b) that the City's application be placed in competition for funding under the Community Development Fund; and
- (c) that the application be for up to \$500,000.00 of grant funds to provide water improvements; and
- (d) that all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
- (e) that it further be stated that the City of Burnet is committing up to \$255,976.00 from its Water/Wastewater Fund as a cash contribution toward the administration, engineering, and/or construction activities of this water improvement project.

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

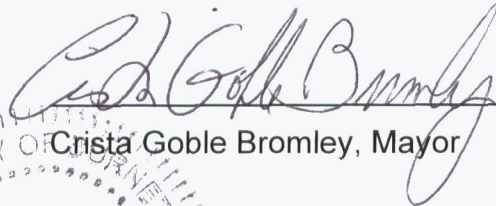
PASSED AND APPROVED this the 28th day of March 2023.

CITY OF BURNET, TEXAS

ATTEST:



Kelly Dix, City Secretary



Crista Goble Bromley, Mayor





Administration

ITEM 4.4

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

Agenda Item Brief

- Meeting Date:** March 26, 2024
- Agenda Item:** Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPOINTING AN ASSISTANT CITY SECRETARY WITH THE POWERS AND DUTIES TO ASSIST WITH SAID OFFICE AND TO SERVE IN THE ABSENCE OF THE CITY SECRETARY: K. Dix
- Background:** Legal Counsel advised it was in the City’s best interest to appoint an Assistant City Secretary with the powers and duties of the office to assist and serve in the absence of the City Secretary by Resolution.
- 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.” If approved by Council, Maria will be training for the City Secretary position as an Assistant City Secretary until my retirement date, and then will assume the roll of City Secretary for the City of Burnet.
- Leslie Kimbler has served as the Assistant City Secretary since 2019 and will continue to serve in that capacity for City Secretary Maria Gonzales.
- Fiscal Impact:** None.
- Recommendation:** Approval of Resolution R2024-18 as presented.

RESOLUTION NO. R2024-18

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPOINTING AN ASSISTANT CITY SECRETARY WITH THE POWERS AND DUTIES TO ASSIST WITH SAID OFFICE AND TO SERVE IN THE ABSENCE OF THE CITY SECRETARY.

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;

WHEREAS, in the absence of the City Secretary, the Assistant City Secretary would assume the powers and duties of the office as described.

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 the appointment of Maria Gonzales as an Assistant City Secretary for the City of Burnet to serve in the absence of the City Secretary.

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 26th day of March 2024.

Gary Wideman, Mayor

ATTEST:

Kelly Dix, City Secretary



Engineering

ITEM 4.5

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

Action

Meeting Date: March 26, 2024

Agenda Item: Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING THE 2023-2024 STREET REHAB PROGRAM, AND AUTHORIZING THE CITY MANAGER TO IMPLEMENT THE PROGRAM: E. Belaj

Background: Previously the City Council created a Street Committee to work with City staff and prioritize streets that require rehabilitation. The streets were separated into Rehabilitation and Preventative groups. The committee was supportive of allowing staff to implement the preventative plan, as it was considered more maintenance related rather than repaving. However, on the rehabilitation group, the committee selected streets for only years 2023-2024 and requests authorization to begin engineering of future projects. This street rehabilitation list for FY 23/24 was subsequently approved by council. The committee met again in March 2024, and recommended amending the 23/24 list to include 30 additional streets for rehab. The attached street list includes those streets that are relatively easy to complete, while allowing staff to move forward with engineering for other projects.

Information: This resolution authorizes the City Manager to move forward on the approved street list.

Fiscal Impact: The city currently has \$3.7MM from the bond proceeds and the fiscal impact for the rest of the 2024 year will be \$2.2MM for roadway rehab and \$400K for preventative maintenance.

Recommendation: Staff recommends approving Resolution R2024-22 as presented.

RESOLUTION NO. R2024-22

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING THE 2023-2024 STREET REHAB PROGRAM, AND AUTHORIZING THE CITY MANAGER TO IMPLEMENT THE PROGRAM.

WHEREAS, City of Burnet (City) seeks to improve the conditions for the City's streets; and,

WHEREAS, the City has laid out a plan detailing the type of maintenance and timeframe for each street; and,

WHEREAS, the City has previously created a Street Committee to work with City Staff and prioritize streets based on funding availability; and,

WHEREAS, the City Council wishes to support the City's Street Committee advocacy for approval of the street plan, and authorizing the City's Manager or his designee to also implement a preventative street program; and,

WHEREAS, the City Council seeks to support and approve such roadway rehabilitation.

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

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

Section 2. Approval. The City Council of the City of Burnet hereby ratifies any and all actions taken by it to amend and does amend the 2023-24 Street Rehab program to add the streets as outlined in Exhibit "A" attached hereto.

Section 3. Authorization. The City council authorizes the City Manager or his Designee to implement a street rehab plan, to effectuate any additional requisite actions to accomplish this resolution and create a preventative plan in accordance with current and future authorized appropriations.

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, as modified by the governor's orders in response to the COVID-19 pandemic.

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 26th day of March, 2024.

CITY OF BURNET, TEXAS

ATTEST:

Gary Wideman, Mayor

Kelly Dix, City Secretary

EXHIBIT "A"

Streets to Be Complete Est. Fall 2024				NOTES
Road Name	From Address	To Address	Length (ft)	
First St	N SH 281	Post Oak	700	Interlocal
Oak St	North End	5th St	1880	Interlocal
2 nd	N SH 281	Post Oak	655	Interlocal
4th	N SH 281	Post Oak	745	Interlocal
5th	N SH 281	Oak St	735	
6th	Sherard	Oak St	375	
8th	Sherard	Oak St	375	
9th	N SH 281	Sherard	375	
Oak St	4th	8th St	1821	
3rd St	N SH 281	Main St	210	
4th St	N SH 281	Main St	220	
7th St	N SH 281	Main St	290	
N Main	6Th St	3rd St	1060	
Old San Saba Rd	N SH 281	City Limit	650	County Participation
Tami Drive	N SH 281	Gregory Cove	1000	
Geregory Lane	Tami Drive	Cailin Ct	400	
Cailin Ct	Cul-De-Sac	Cul-De-Sac	1175	
Main St Area	N SH 281	SH-29	15400	Reconstruct
W Live Oak	N SH 281	West End	200	
W Marble	N SH 281	West End	260	
E League	RR	S Silver	420	Needs Curbs
Repro Drive	N SH 281	East End	900	Needs Curbs
Airport Entryway	N SH 281	Parking Lot	300	
Airport Parking Lot	Airport Entryway	Parking Lot	1200	
Industrial Blvd	Sure Cast	John Hoover Pkwy	1820	
Mormon Mill Rd	RR	City Limit	1275	County Participation



Delaware Springs Golf Course

ITEM 4.6

Tony Nash
Golf Course General Manager
830-285-9660
tnash@cityofburnet.com

Action

Meeting Date: March 26th, 2024

Agenda Item: Discuss and consider action: FIRST 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

Background: The golf Course is an enterprise that is self-sustaining .

Information: The purpose of this increase would be to cover the overall expenses of maintaining the course and increase in golf cart replacements.

Fiscal Impact: Raising the 18-hole rate by \$2.00 per round, and increasing the cart rate by \$2.00 per round, will have an estimated revenue increase of \$65,392.60.

Raising the 9-hole rate by \$3.00 per round and increasing the cart rate by \$2.00 per round, will have an estimated revenue increase of \$2261.57.

Recommendation: Approve the first reading of Ordinance 2024-09 as presented.

ORDINANCE NO. 2024-09

**AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS,
AMENDING THE CITY CODE OF ORDINANCES SECTION 74-38(a)
ENTITLED “GOLF COURSE DAILY RATES”; PROVIDING FOR
SEVERABILITY AND EFFECTIVE DATE.**

WHEREAS, the City provides, or causes to be provided, golf services to the citizens of the City of Burnet and to the general public; and

WHEREAS, in order to administer the operations of the course, facilitate the efficient implementation of this Article, provide an inviting golfing experience, and protect the best interest of the city, City Council delegates course rule making authority to the City Manager; and

WHEREAS, in order to properly manage the golf course and remain fiscally responsible to its citizens certain reasonable daily rates and dues are proper to assess; and

WHEREAS City Council finds that the following dues and rates are reasonable and fair given the golf services provided; and

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

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

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

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

Section. Two. Amendment. Section 74-38 (entitled “*golf course rates*”) subsection (a) (entitled “*daily rates*”) Golf Course Rates of the City of Burnet Code of Ordinance shall be amended in its entirety as follows:

Section 74-38 Golf Course Rates. Rates established for use of the Golf Course do not include applicable sales tax and are as follows:

(a) DAILY RATES

GREEN FEES	Weekday Rate	Friday Rate	Weekend/Holiday Rate
18 Holes*	\$ 34.00	\$39.00	\$44.00
9 Holes**	\$22.00	\$25.00	\$27.00
Twilight Rate***	\$20.00	\$22.00	\$25.00

*Seniors, Juniors, Active-Military and First Responders shall receive a \$5.00 discount off 18-hole rates. Discounts do not apply to Twilight Rates or discounted rates.

**Seniors, Juniors, Active-Military and First Responders shall receive a \$2.00 discount off 9-hole rates. Discounts do not apply to Twilight Rates or discounted rates.

***Children fourteen (14) years of age and under shall receive a free Green Fee and Cart during Twilight hours with a paying adult (1 child for each paying adult). Members of the BCISD Junior High and High School Golf Teams shall receive a free Green Fee during Twilight hours (Cart not included).

RANGE BALLS*	Rate
Standard Rate	\$6.46
Junior Rate	\$2.77

*Sales tax not included

CART/TRAIL FEES

The Cart Fees for use of a Public Cart are:

Cart 18 Holes - per person*	\$20.00
Cart 9 Holes - per person*	\$17.00
Twilight Cart – per person*	\$16.00
Private Cart Trail Fee - per cart 9 or 18 Holes	\$17.00

*Sales tax not included

All players who use a city owned cart must pay a cart fee. Anyone over the age of 14 riding in a city owned cart not playing shall be required to pay the applicable cart fee.

All players who use a private cart must pay a trail fee.

Note to editor: Subsections (b) (entitled “*annual dues and monthly rates*”) and (c) (entitled “*general rates provisions*”) are note amended by this ordinance and shall remain in effect as adopted by ordinance no. 2023-32. This note shall not be published.

Section Three. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or

Golf course rates ordinance

invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

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

PASSED AND APPROVED on first reading this the 26th day of March 2024.

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

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Kelly Dix, City Secretary

A white golf ball sits on a vibrant green lawn. In the background, the lower legs and white sneakers of a person are visible, slightly out of focus. The scene is set outdoors, likely on a golf course, with a soft, natural light source. The text 'Delaware Springs' is written in a white, elegant cursive font on the right side of the image.

Delaware

Springs

Rate Increase

	Delaware Springs			Delaware Springs Increase			Legends			Crystal Falls		
	Monday-Thursday	Friday	Saturday & Sunday	Monday-Thursday	Friday	Saturday & Sunday	Monday-Thursday	Friday	Saturday & Sunday	Monday-Thursday	Friday	Saturday & Sunday
18 Holes												
Regular	\$32.00	\$37.00	\$42.00	\$34.00	\$39.00	\$44.00	\$42.00	\$59.00	\$59.00	\$42.00	\$50.00	\$50.00
Cart	\$18.00	\$18.00	\$18.00	\$20.00	\$20.00	\$20.00	Included	Included	Included	\$47.00	\$60.00	\$60.00
										1/2 Cart	1/2 Cart	1/2 Cart
Twilight	\$18.00	\$20.00	\$23.00	\$20.00	\$22.00	\$25.00				\$38.00	\$45.00	\$45.00
Twilight Cart	\$14.00	\$14.00	\$14.00	\$16.00	\$16.00	\$16.00				1/2 Cart	1/2 Cart	1/2 Cart
				Date Range: 04/01/24-09/30/24								
				Round Increase - \$32,736.17								
				Cart Increase- \$32,656.43								
				TOTAL INCREASE - \$65,392.60								
9 Holes												
Regular	\$20.00	\$23	\$25.00	\$22.00	\$25.00	\$27.00				\$28.00	\$32.00	\$32.00
Cart	\$15.00	\$15.00	\$15.00	\$17.00	\$17.00	\$17.00				\$30.00	\$35.00	\$35.00
										1/2 Cart	1/2 Cart	1/2 Cart
				Date Range: 10/01/22-09/30/23*								
				Round Increase - \$1,074.62								
				Cart Increase- \$1,186.98								
				TOTAL INCREASE - \$2261.57								

Questions or
Comments??





Delaware Springs Golf Course

ITEM 4.7

Anthony Nash
Golf Course General Manager
830-285-9660
tnash@cityofburnet.com

Action

- Meeting Date:** March 26, 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 CLUB CAR LLC, FOR THE PURCHASE OF GOLF CARTS: T. Nash
- Background:** The current contract with E-Z-GO for 80 golf carts will expire at the end of the fiscal year and is currently being amortized at \$57,759 per year.
- Staff solicited new golf cart proposals from E-Z-GO, Club Car, and Yamaha for both acid and lithium battery carts and GPS for consideration. After reviewing the proposals with the Golf Course Committee, staff selected the Club Car lithium battery carts without GPS as the best option.
- Information:** Club Car has an exceptional golf cart, with 5-year unlimited hour warranty on batteries, attached is the quote prepared by Club Car through Sourcewell Contract #122220-CCR for the golf carts.
- Fiscal Impact:** Under the Club Car proposal, the total net cost for 83 carts will be \$501,155.00 to be amortized over 4 years at an annual rate of \$137,920 including 5% interest.
- A rate increase of \$3.34 would cover the annual increase over the current amortization.
- This would be a budgeted item for FY 2025, but the current proposal is assuming a delivery date of June 2024. Therefore, the fiscal impact to the current golf course operating budget would be \$45,973 ($\$137,920/12 \text{ mos} \times 4\text{mos}$). Historically, golf carts have been paid for from the City's Self-Funded account, but staff is going to recommend that the golf course establish and use its own self-funded account.

Recommendation:

Staff recommends approval of Resolution R2024-24 as presented.

RESOLUTION NO. R2024-24

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET,
TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
AGREEMENT WITH CLUB CAR LLC, FOR THE PURCHASE OF GOLF
CARTS**

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

Section one. Approval. The agreement with Club Car LLC for the acquisition of 83 golf cars for an amount not to exceed \$501,155.00 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 26th day of March, 2024.

CITY OF BURNET

Gary Wideman, Mayor

ATTEST:

Kelly Dix, City Secretary

Proposal

Delaware Springs G.C.

February 14, 2024

Cash Purchase

✓	YEAR	MODEL	PAYMENT TERM	QTY	UNIT PRICE	UNIT TOTAL
	2024	RXV ELITE	Net 30	83	\$8,582.55	\$712,351.63
		Pace 10EX (60 Mo)	Net 30	83	\$2,265.08	\$188,002.00
		Pace 7EX (60 Mo)	Net 30	83	\$2,040.08	\$169,327.00
		Pace Shield (60 Mo)	Net 30	83	\$1,106.00	\$91,798.00
TOTAL UNIT AMOUNT						\$1,161,478.63

TRADE VALUATIONS (CASH PURCHASE)

YEAR	MANUFACTURER	MODEL	QTY	UNIT TRADE AMOUNT	TOTAL TRADE VALUE
2021	E-Z-GO	RXV	80	\$2,300.00	\$184,000.00

NET DOWN AMOUNT	
PAYABLE NET AMOUNT	\$1,161,478.63
CASH BACK	\$184,000.00

PROGRAM DETAILS

NUMBER OF PAYMENTS PER YEAR	PAYMENT MONTHS	DELIVERY	FIRST PAYMENT
12	Jan-Dec	Q2	Month After Delivery

SPECIAL CONSIDERATIONS

While it is our intent to honor the quoted pricing, the final pricing may change due to factors beyond the control of E-Z-GO. Final interest rates, pricing, and trade values will be determined 90 days prior to delivery. Trades must be in working condition and free from major cosmetic or mechanical damage, at time of pickup, to receive full trade value.

TX-Buy Board # 706-23

Based on the structure of the above proposed deal, the following documentation will be required for all deals, to establish creditworthiness:

LEASED NEEDS:

- Signed Credit Application
- Last Two Full years of Audited Financial Statements (Income Statement, Balance Sheet)
- YTD Financial Statements (Income Statement, Balance Sheet)

CASH PURCHASE NEEDS:

- Bank Letter (Proof of Funds at 90 days prior to delivery) OR Financials (Income Statement, Balance Sheet) to establish a Credit Limit with E-Z-GO.



Proposal

Delaware Springs G.C.

February 14, 2024

While it's our intent to hold this pricing, this pricing is subject to change due to factors that are beyond the control of E-Z-GO. Final interest rates, trade values, and pricing will be determined 90 days prior to delivery.

NOTE: All goods ordered in error by the Customer or goods the Customer wishes to return are subject to a restock fee. The restock fee is 3% of the original invoice value of the goods. Prices quoted above are those currently in effect and are guaranteed subject to acceptance within 30 days of the date of this proposal. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation, or initiation fees that may be included with the first payment. All lease cars and trades must be in running condition and a fleet inspection will be performed prior to pick up. It is the club's responsibility to either repair damages noted or pay for the repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval. Any change to the accessory list must be obtained in writing at least 30 days prior to production date.

Delaware Springs G.C.

E-Z-GO

Accepted by: _____

Accepted by: _____

Title: _____

Title: _____

Date: _____

Date: _____





PROPOSAL

Golf Car Payment

# of Cars	Type of Car	Term	Payment
83	2024 Tempo Electric FLA	Purchase	\$6035.00
< 80 >	< 2021 EZGO Electric FLA >		< \$2435.00 >
83	Total Difference Per Car		\$3688.02
83	2024 Tempo Lithium Ion	Purchase	\$8385.00
< 80 >	< 2021 EZGO Electric FLA >		< \$2435.00 >
83	Total Difference Per Car		\$6038.02
1	CA 300 Driving Range Unit	Purchase	\$14,000.00

** These prices include all freight costs to deliver new fleet and backhaul existing fleet. I will also include a \$1500 parts allowance for any minor issues that may arise.

Special Considerations

Prices quoted herein are projected for a future estimated date of delivery of Club Car golf and utility products. Due to current market conditions and estimated lead times, pricing and interest rates are subject to change prior to projected delivery. For a purchase or lease transaction, where trade-in vehicle values are quoted, pricing assumes trade-in of customer's current fleet in a quantity and in condition to be agreed upon by Club Car. In the event customer's current fleet is not available for trade-in at the time of delivery, Club Car reserves the right to adjust pricing accordingly, and Customer agrees to be responsible for any price increases. Customer is to submit required credit information for credit approval. Any applicable State or Local Taxes or any additional fees associated with documentation are not included. F.O.B. – Augusta, GA

Customer: _____
Signature: _____
Title: _____
Date: _____

Club Car/Dealer: _____
Signature: _____
Title: _____
Date: _____



PROPOSAL

Terms and Conditions for Trades 80 – 2021 EZGO FLA Trades

Sole Responsibility

Delaware Springs Golf Club agrees to accept sole responsibility for any loss or damage to its returned cars beyond ordinary wear due to normal use. The returned cars must meet the following conditions:

1. All cars must be free of all liens and encumbrances.
2. All cars must be capable of running at least 9 holes of golf.
3. All cars must be the same quantity and year model as originally evaluated.
4. All cars must be clean, and free of trash, scorecards, pencils, tees, etc.
5. All cars must have a working charger.
6. All cars must have four serviceable tires that retain proper air pressure.
7. All cars must steer properly in all directions.
8. All batteries must be free of corrosion, and properly filled with water.

If any of the above conditions are not met by Delaware Springs GC, Club Car reserves the right to withhold any and all Special Considerations stated in this agreement. Furthermore, Delaware Springs GC agrees to pay the following charges if the below conditions are found upon Club Car's inspection of the returned cars:

1. Severely damaged or missing chargers \$ 800.00 per charger
2. Inoperable cars excluding due to Lithium Battery Pack \$ 800.00 per car
3. Minor damage (damage to bodies, bumpers or seats) \$ 500.00 per car
4. Major damage (frame damage, wrecked cars, etc.) \$ 1,100.00 per car
5. Cars deemed unreparable-total loss \$ Fair Market Value

Customer: _____

Club Car/Dealer: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____





Golf Carts

CLUB CAR PROPOSAL			EZGO PROPOSAL			YAMAHA PROPOSAL		
LITHIUM BATTERY CART			LITHIUM BATTERY CART			LITHIUM BATTERY CART		
2024 Tempo Lithium - 83 carts	\$ 8,385	\$ 695,955	2024 RXV Elite - 83 carts	\$ 8,589	\$ 712,895	Standard Lithium - 83 carts	\$ 8,395	\$ 696,785
Trade In - 80 carts	(2,435)	(194,800)	Trade In - 80 carts	(2,300)	(184,000)	Trade In - 80 carts	(1,500)	(120,000)
Total Lithium Battery Carts	\$ 5,950	\$ 501,155	Total Lithium Battery Carts	\$ 6,289	\$ 528,895	Total Lithium Battery Carts	\$ 6,895	\$ 576,785
Annual Amort 5% - 4 yrs	\$ 137,920		Annual Amort 5% - 4 yrs	\$ 145,554		Annual Amort 5% - 4 yrs	\$ 158,734	
Total w/ Interest	\$ 551,681		Total w/ Interest	\$ 582,218		Total w/ Interest	\$ 634,936	
Interest	\$ 50,526		Interest	\$ 53,323		Interest	\$ 58,151	
Annual Increase over current	\$ 80,161		Annual Increase over current	\$ 87,795		Annual Increase over current	\$ 100,975	
Divided by 24K rounds	\$ 3.34		Divided by 24K rounds	\$ 3.66		Divided by 24K rounds	\$ 4.21	

Golf Carts

Questions or
Comments??





Administration

ITEM 4.8

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

Action

Meeting Date: March 26, 2024

Agenda Item: Discuss and consider action: Cancellation of the April 9th, 2024 Regular City Council meeting: K. Dix

Background:

Information: Due to the April 8th Solar Eclipse event and the expected impact on the community pertaining to travel conditions and accessibility, staff recommends cancellation of the April 9th, 2024 Regular City Council meeting.

Fiscal Impact: None.

Recommendation: Staff recommends cancellation of the April 9th, 2024 Regular City Council meeting.



Development Services

ITEM 4.9

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

Action Item Brief

- Meeting Date:** March 26, 2024
- Agenda Item:** Discuss and consider and action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING A UTILITY OVERSIZING AGREEMENT WITH THE CREEKFALL SUBDIVISION PHASES ONE AND TWO PLAT APPLICANT AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY: D. Vaughn
- Background:** As authorized by City Code Section 98-44(d) on January 25, 2022, City Council approve Resolution No. 2022-13 authorizing the City Manager to give notice to the Creekfall Subdivision Phases One and Two Applicant (hereinafter the "Developer") of the City's intent to consider participation in the oversizing of a water line from 10-inch diameter to 12-inch diameter. Subsequent to the approval of Resolution No. 2022-13 the City Engineer determined it would be beneficial to the future development of surrounding areas to extend the length of the 12-inch diameter. City Council then approved an Oversizing Agreement with Burnet Venture Partnership pursuant to Resolution No. 2022-56 and terminated said a pursuant to Resolution No. 2023-61.
- Information:** Jade Development LLC has now acquired the Creekfall Subdivision Phases One and Two (hereinafter the "Developer") and wishes to proceed with the Oversizing Agreement. The projected costs to Developer under the original design is **\$750,170.90** and the costs with the revised design requested by the City are **\$902,456.30**. This resolution approves an oversizing agreement with Developer for City's costs not to exceed **\$152,285.40**. The Agreement provides costs would not be payable until the water line is completed and preliminarily accepted by City Council as public infrastructure.
- Fiscal Impact** The fiscal impact of oversizing will not exceed **\$152,285.40** without City Council approval
- Recommendation:** Approve Resolution No. R2024-23 as presented.

RESOLUTION NO. R2024-23

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

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

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

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

Whereas, City Council approved an Oversizing Agreement with Burnet Venturer Partnership pursuant to Resolution No. 2022-56 and terminated said a pursuant to Resolution No. 2023-61; and

Whereas, Jade Development LLC has now acquired the Creekfall Subdivision Phases One and Two (hereinafter the "Developer") and wishes to proceed with the Oversizing Agreement; and

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

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

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

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

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

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

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

Section four. Authorization Prerequisite. Notwithstanding the foregoing, the authorization provided by section three shall not be effective until the City Manager confirms the Developer has relocated that segment of the 12” water main running parallel with State Highway 29 to the easement described in the Public Utility Easement that is on the March 26, 2024 City Council Consent Agenda for approval.

Section five. 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 six. Effective date. This resolution shall take effect immediately upon its passage, and approval as prescribed by law.

PASSED AND APPROVED this the 26th day of March 2024.

CITY OF BURNET, TEXAS

ATTEST:

Gary Wideman, Mayor

Kelly Dix, City Secretary

DEVELOPER PARTICIPATION AGREEMENT

This **DEVELOPER PARTICIPATION AGREEMENT** is entered into to be effective as of the 18th day of MARCH 2024, by and between the City of Burnet City, a Texas home rule municipality, and, Jade Development, LLC., a Texas limited liability company, in order to facilitate the oversizing, at the request of the City, of certain Water Service Improvements proposed to serve the Subdivision defined herein.

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

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

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

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

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

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

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

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

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

WHEREAS, Developer has acquired and is the current holder of any and all easements required for this Project and has all legal authorization necessary to transfer Developer's easement rights to the City with the dedication of the Project.

Initials: City: _____

Developer:  _____

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

I. Definitions.

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

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

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

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

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

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

“*Day*” means a calendar day.

“*Developer*” means Jade Development, LLC.

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

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

“*LUE*” means Living Unit Equivalent as such term is defined in the City Code.

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

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

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

“*Subdivision Ordinance*” means Chapter 98 of the City Code.

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

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

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

II. Water Main Oversizing.

1. **Purpose.** The purpose of this Agreement is to authorize the City’s participation in the costs of the construction of the Project. The Project, as originally proposed by Developer consisted of the construction of a 10-inch diameter Water Main to serve the Subdivision.

Creekfall Developer Participation Agreement

As shown on **Exhibit "A"** this Agreement authorizes the oversizing the Water Main to 12-inches in diameter, and the extension of said water main for a longer length than required to serve the Subdivision as shown on **Exhibits "A" and "B."**

2. **Project Costs.** As show on the Waterline Costs Comparison Table the costs of the original design of the Project were projected to be \$750,170.90 and the costs with the revised design requested by the City are projected to be \$902,456.300.
3. **City's Project Contribution Costs.** The City's contribution is the difference between \$902,456.30 and \$750,170.90, said amount being \$152,285.40; and City shall not be obligated to pay any amount in excess of \$152,285.40, without the approval of City Council.
4. **Project Completion.** City Council's preliminary acceptance of the Project, as public infrastructure, shall occur after the City Engineer confirms the substantial completion of the Project in accordance with the Project's approved construction plans. City Council's preliminary acceptance shall not be unreasonably conditioned delayed of denied.
5. **Warranty.** City Council's preliminary acceptance of the Project shall be conditional on Developer guaranteeing the design, materials and construction of the Project during the Warranty Period and providing fiscal assurance during the Warranty Period as required by the City Code.
6. **Payment of City's Project Contribution Costs.** City shall make payment of its contribution in full within 30 days after Project Completion.
7. **Capacity.** Upon payment of impact, and all applicable other fees, Developer shall be entitled to 140 LUE's to serve the Subdivision. This shall be the maximum capacity Developer shall be entitled from the Project. The remaining Project water capacity shall be the property of the City for all purposes.
8. **Insurance.** This Agreement shall be subject to the insurance coverage requirements of the Insurance Addendum attached hereto. With the prior written approval of the City Manager, the Contractor(s) may be substituted, for Developer, as the party required to maintain insurance coverage. In order for such substitution to be authorized, the contract between Developer and its contractor shall include the Insurance Addendum and shall be provided so executed to the City Manager.
9. **Indemnification.** This Agreement is subject to (and any agreement Developer enters with Contractor(s) to construct the Improvements shall include) the indemnification language that follows: **DEVELOPER COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES OF CITY, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES,**

Initials: City: _____

Developer 

PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, BODILY INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON CITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO DEVELOPER'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF DEVELOPER, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT, CONTRACTOR OR SUBCONTRACTOR OF DEVELOPER, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. DEVELOPER SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY OR DEVELOPER KNOWN TO DEVELOPER RELATED TO OR ARISING OUT OF DEVELOPER'S ACTIVITIES UNDER THE AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT DEVELOPER'S COST. CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING DEVELOPER OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH. IN THE EVENT DEVELOPER AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO EITHER PARTY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

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

- 10. **Term.** This Agreement shall terminate six months from the effective date or upon acceptance, and payment of its contribution, by City related to the Project, whichever occurs first.
- 11. **Default.** Substantial Compliance and Default. Failure by either party to timely and substantially comply with any performance requirement, duty, or covenant shall be considered an act of Default if uncured within sixty (60) days of receiving written notice from the other party.

Initials: City: _____

Developer:  _____

- a. **Developer's failure to complete timely Project.** Subject to cure, force majeure, should Developer fail to Complete the Project, or any component thereof by the prescribed Completion Date, City may either terminate this Agreement or exercise its right under the performance bond and require the surety to Complete the Project. In the event City elects to terminate, the Parties shall have no further obligations to the other after such termination save and except as provided under Section (9) (entitled "Indemnification"). In the event City elects to enforce its rights under the performance agreement: (i) Developer shall not be entitled to any reimbursement for any Project component for which Developer was in default; and (ii) the reimbursement otherwise due to Developer, for completion of any Project component, shall be reduced by equal amount to the City's actual costs for the completion of the Project component for which Developer was in default.
- b. **City's Default.** In the event of default by City, Developer's sole remedy is an action for any unpaid portion of City's Project Contribution Costs.
- c. **Special Damages.** Neither Party shall be entitled to special damages such as incidental, consequential, special, exemplary, or putative damages as a result of default by the other Party.

III. MISCELLANEOUS

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

1. **Additional Instruments.** City and Developer agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement.
2. **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
3. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to choose-of-law rules of any jurisdiction.
4. **Attorney's Fees.** In any action or proceeding brought to enforce any provision of this Agreement or where any provision hereof is validly asserted as a defense, the successful party shall, to the extent permitted by applicable law, be entitled to recover reasonable attorney's fees and costs.

Initials: City: _____

Developer:  _____

Creekfall Developer Participation Agreement

5. **Assignment.** Developer understands and agrees that City expressly prohibits Developer from selling, transferring, assigning or conveying in any way any rights to receive the proceeds under this Agreement without City's prior written consent.
6. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
8. **Construction.** The Parties acknowledge that the Parties and their counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement.
9. **Enforcement.** The City Manager or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. As required by Texas Local Government Code Section 212.074(a) all of Developer's records related to the Project shall be available for inspection by the City Manager upon reasonable request.
10. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement, as approved by the City Council. **Exhibits, Addenda, and Attachments.** All Exhibits, Addenda and Attachments referenced in this Agreement are attached hereto and incorporated herein for all purposes. Exhibits, and Addenda, to this Agreement include the following:

Exhibits:

- Exhibit "A" Project Construction Plans
- Exhibit "B" Waterline Costs Comparison Table

Addenda Insurance Addendum

11. **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, inability to obtain labor or materials or reasonable substitutes therefore, governmental

Initials: City: _____

Developer: 

Creekfall Developer Participation Agreement

restrictions, governmental regulations, governmental controls, governmental action, delay in issuance of permits or approvals (including, without limitation, fire marshal approvals), enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the obligated party and delays caused by the other party, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

12. **Gender.** The gender of the wording throughout this Agreement shall always be interpreted to mean either sex; and, where the context requires, the plural of any word shall include the singular.

13. **Immunities and defenses.**

- a. By entering into this Agreement, the Parties do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of parties, and nothing contained herein shall ever be construed as a waiver of sovereign, statutory or official immunity by the City with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.
- b. No employee of City, or any councilmember or agent of City, shall be personally responsible for any liability arising under or growing out of this Agreement.

14. **Mutual Assistance.** City and Developer will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

15. **No Joint Venture.** Nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Except, as otherwise specifically provided herein, neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

16. **Notices.** Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, by messenger, by facsimile, or by reputable overnight carrier, and shall be deemed delivered when received at the addresses of the Parties set forth below, or at such other address furnished in writing to the other Parties thereto:

DEVELOPER: Jade Development LLC
PO Box 235
Marble Falls, Texas 78654

CITY: City Manager

Initials: City: _____

Developer:  _____

Creekfall Developer Participation Agreement

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

17. **Recitals.** The recitals set out in the preamble of this Agreement are found and determined by the Parties to be true and correct and are made pare of this Agreement for all purposes.
18. **Severability.** In the event any provision of this Agreement is illegal, invalid, or unenforceable under the present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceable and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
19. **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.
20. **Venue.** All obligations of the parties created hereunder are performable in Burnet County, Texas; and, therefore, any action arising under this Agreement shall lie in a court of competent jurisdiction in said county.
21. **Waiver.** The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

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

Initials: City: _____

Developer:  _____

Creekfall Developer Participation Agreement

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


CITY:

CITY OF BURNET

DEVELOPER:

JADE DEVELOPMENT, LLC


By: _____
David Vaughn, City Manager

By: 
Hank Lewis, Manager

THE STATE OF TEXAS §
 §
COUNTY OF BURNET §

This instrument was acknowledged before me on March 18, 2024, by Hank Lewis, in his capacity as Manager, and on behalf, of Jade Development, LLC.




Notary Public in and for the State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF BURNET §

This instrument was acknowledged before me on _____, 2024, by David Vaughn, in his capacity as City Manager, and on behalf, of the City of Burnet, Texas.

Notary Public in and for the State of Texas

Initials: City: _____

Developer: 

INSURANCE ADDENDUM

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

1. Prior to the commencement of any work under this Agreement, the Developer's Contractor shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's City Manager, which shall be clearly labeled with the legal name of the Developer's project in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to perform under this Agreement until such certificate and endorsements have been received and approved by the City's City Manager, or Assistant City Manager. No officer or employee, other than the City's City Manager, or Assistant City Manager, shall have authority to waive this requirement.
2. The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's City Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will the City allow modification whereupon City may incur increased risk.
3. A Developer's Contractor's financial integrity is of interest to the City; therefore, subject to Developer's Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Developer's Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Developer's Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A-(VII), in the following types and for an amount not less than the amount listed:

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

Initials: City: _____

Developer: 

Creekfall Developer Participation Agreement

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

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

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

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

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

Initials: City: _____

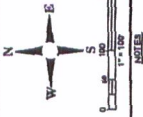
Developer:  _____

Creekfall Developer Participation Agreement

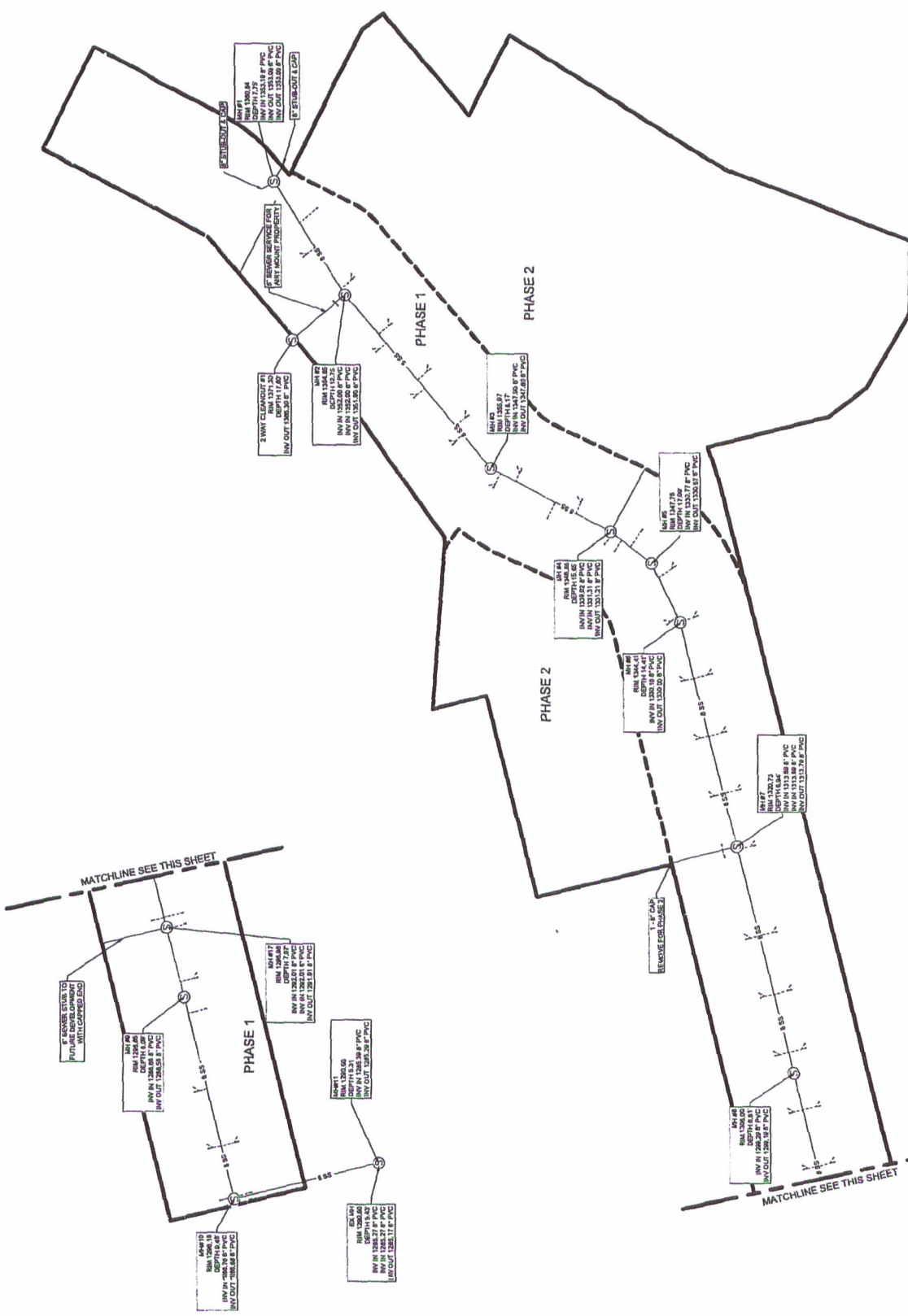
- d. Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
6. Within five (5) calendar days of a suspension, cancellation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

Initials: City: _____

Developer:  _____



1. ALL SEWER LINES SHALL BE 18" DIA. UNLESS OTHERWISE NOTED.
2. ALL SEWER LINES SHALL BE 12' DEPTH UNLESS OTHERWISE NOTED.
3. ALL SEWER LINES SHALL BE 15' DEPTH UNLESS OTHERWISE NOTED.
4. ALL SEWER LINES SHALL BE 18" DIA. UNLESS OTHERWISE NOTED.
5. ALL SEWER LINES SHALL BE 12' DEPTH UNLESS OTHERWISE NOTED.
6. ALL SEWER LINES SHALL BE 15' DEPTH UNLESS OTHERWISE NOTED.
7. ALL SEWER LINES SHALL BE 18" DIA. UNLESS OTHERWISE NOTED.
8. ALL SEWER LINES SHALL BE 12' DEPTH UNLESS OTHERWISE NOTED.
9. ALL SEWER LINES SHALL BE 15' DEPTH UNLESS OTHERWISE NOTED.
10. ALL SEWER LINES SHALL BE 18" DIA. UNLESS OTHERWISE NOTED.



CREEKFALL PHASE 1 SEWER LAYOUT									
PROJECT NO. 01-24-2022 DATE 01-24-2022 DRAWN BY [Signature] CHECKED BY [Signature]	<table border="1"> <tr> <th>TITLE</th> <th>DATE</th> </tr> <tr> <td>TITLE</td> <td></td> </tr> <tr> <td>REVISED</td> <td></td> </tr> <tr> <td>DATE</td> <td>2024-04-01</td> </tr> </table>	TITLE	DATE	TITLE		REVISED		DATE	2024-04-01
TITLE	DATE								
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REVISED									
DATE	2024-04-01								

[Handwritten initials]

CREEKSIDE OVERSIZING AGREEMENT EXHIBIT B

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

Upgrade cost \$152,285.40



Administration

ITEM 4.10

David Vaughn
City Manager
512.715.3208
dvaughn@cityofburnet.com

Action

Meeting Date: March 26, 2024

Agenda Item: Discuss and consider action: A determination by the City Council of the City of Burnet, Texas, whether the sale of manufactured homes is authorized in the Heavy Commercial District “C-3” Zoning District:
D. Vaughn

Background: An inquiry was made as to whether the sale of manufactured homes is authorized in the Heavy Commercial District “C-3” Zoning District. The use table for Heavy Commercial District “C-3” Zoning Districts is found in Section 118-47 City Code. (A copy of the code section is attached hereto for Council’s ready reference. The Section does not list the sale of manufactured homes as an authorized use. However, “*manufactured housing and service*” is listed. Consequently, it appears that while use of a manufactured home for residential purposes (“*housing*”) is authorized in the zoning district, sales of manufactured homes is not. It should be noted the use table does authorize other types of sales including: boats and recreational vehicle sales, service, and storage; heavy machinery sales, storage and service; and retail propane sales.

Information: As in Heavy Commercial District “C-3” Zoning Districts the table of uses does not authorize “*sales*” of manufactured homes as it does for boats and recreational vehicle sales etc., staff was unable to answer this inquiry. Therefore, this request for determination is made to City Council pursuant to Section 118-47(a)(21) City Code. Under that section City Council may determine whether a use is authorized in the Heavy Commercial District “C-3” Zoning District “*which are closely related and similar to those listed and that are not likely to, such permitted uses being generally retail trade, service industries that sale, store, distribute and/or repair goods, vehicles, equipment and materials, and are in general dependent on products and materials produced elsewhere.*”

Fiscal Impact: This item has no direct fiscal impact on the budget.

Recommendation: As it is difficult to determine whether the sale of manufactured homes will “*create any more offensive noise, vibration, dust, heat, smoke, odor, glare, or other objectionable influences than the minimum amount normally resulting from listed uses permitted*” it is staff’s recommendation to address this issue by code amendment to authorize the sale of manufactured homes in Heavy Commercial District “C-3” Zoning Districts with a conditional use permit. A

discussion item, requesting City Council's direction in that regard, will follow on this agenda.



Administration

ITEM 4.11

David Vaughn
City Manager
512.715.3208
dvaughn@cityofburnet.com

Action

Meeting Date: March 26, 2024

Agenda Item: Discuss and consider action: City Council discussion and direction to city staff to initiate the zoning amendment process to authorize the sale of manufactured homes as an allowable conditional use in the Heavy Commercial District “C-3” and the Light Industrial District “I-1” Zoning District and to remove manufactured housing and service from the Heavy Commercial District “C-3” use table.: D. Vaughn

Background: The use of property for the sale of manufactured homes is not addressed in the zoning code. This oversight has escaped staff attention as currently no property within the city is used for such purposes. However, staff recently received an application from a manufactured home retailer about locating in Burnet.

Information: The sale of manufactured homes is an intensive commercial endeavor. While such use may not be appropriate in all districts classified as Heavy Commercial District “C-3” or Light Industrial District “I-1” there are locations in the city, with such designations, where such use may be appropriate. Designating the sale of manufactured homes as an allowable conditional use in the Heavy Commercial District “C-3” Zoning District and the Light Industrial District “I-1” Zoning District gives City Council the ability to insure that such use is appropriate and harmonious with the surrounding area. While looking at this issue staff discovered that manufactured housing is an allowable use in the Heavy Commercial District “C-3”, which conflicts with the prohibition against single-family dwellings that exists within the C-1 to C-3 Districts. Since single-family dwellings are not allowed in commercial districts it is recommended that this use be removed from the Heavy Commercial District “C-3” Zoning District use table to clarify any potential conflict that may exist.

Fiscal Impact: This item has no direct fiscal impact on the budget.

Recommendation: Direct city staff to initiate the zoning amendment process to authorize the sale of manufactured homes as an allowable conditional use in the Heavy Commercial District “C-3” and the Light Industrial District “I-1” Zoning District and remove manufactured housing and service from the Heavy Commercial District “C-3” use table.