



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

2402 S. Water Street (Hwy 281 South, Burnet Municipal Airport) Burnet, TX

Tuesday, September 24, 2024 at 6:00 PM

Notice is hereby given that a **Regular City Council Meeting** will be held by the governing body of the City of Burnet on **Tuesday, September 24, 2024** at 6:00 PM 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:

Attendance By Other Elected or Appointed Officials: It is anticipated that the Burnet Economic Development Corporation Board, Planning & Zoning Commission, Historic Board, Zoning Board of Adjustment, Airport Advisory Board, Burnet Municipal Golf Course Advisory Committee, and Police Department Citizen Advisory Board members may attend the City Council Meeting at the date and time above in numbers that may constitute a quorum. Notice is hereby given that at the City Council Meeting at the date and time above, no Board or Commission action will be taken by such in attendance unless such item and action are specifically provided on a separate agenda posted subject to the Texas Open Meeting Act. This is not an agenda of an official meeting of the City Boards and Commissions, and minutes will not be taken.

1. CALL TO ORDER:

2. ROLL CALL:

3. INVOCATION:

4. PLEDGES (US & TEXAS):

5. SPECIAL REPORTS/RECOGNITION:

1. August Financial Report FY 2024/25: P. Langford

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

1. Approval of the City Council Regular Meeting Minutes for September 10, 2024

2. Approval of an Interlocal Funding Agreement with the:

a. Burnet County Herman Brown Free Library for utility assistance and program funding

b. Burnet County Heritage Society for utility assistance

- c. Capital Area Rural Transportation System (CARTS) for program funding assistance
- d. Opportunities for Williamson and Burnet Counties, Inc. (OWBC) Senior Nutrition program funding

- e. Hill Country Children’s Advocacy Center for utility assistance and program funding
- f. Boys and Girls Club of Highland Lakes Inc., for utility assistance and program funding
- g. Hill Country Community Foundation for utility assistance
- h. LACare, Lakes Area Care, Inc., for utility assistance
- i. Burnet County Child Welfare Board for program funding
- j. CASA for the Highland Lakes program funding
- k. Hill Country Smiles for program funding
- l. Hill Country Humane Society for program funding

7. PUBLIC HEARINGS/ACTION: None.

8. ACTION ITEMS:

- 1. Discuss and consider action: Approval and authorization to purchase a bunker and field rake machine: T. Mercer
- 2. Discuss and consider action: Approval of service orders with McCord Engineering for electrical system mapping: E. Belaj
- 3. Discuss and consider action: Approval and authorization to renew a contract with the Hill Country Humane Society: B. Lee
- 4. Discuss and consider action: Approval and authorization to purchase a mini excavator: T. Mercer
- 5. Discuss and consider action: Resolution No. 2024-70: P. Langford

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AUTHORIZING THE USE OF COUNCIL RESTRICTED FUNDS TO SUPPLEMENT THE PURCHASE OF EQUIPMENT FOR THE CITY’S FIRE, STREET AND WATER DEPARTMENTS.

- 6. Discuss and consider action: Resolution No. R2024-71: P. Langford

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A VENDOR AGREEMENT BETWEEN THE CITY OF BURNET AND OPPORTUNITIES FOR WILLIAMSON AND BURNET COUNTIES TO PROVIDE AN ENERGY ASSISTANCE PROGRAM FOR ELIGIBLE LOW-INCOME CLIENTS.

- 7. Discuss and consider action: Resolution No. R2024-72: A. Feild

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE ROUTINE AIRPORT MAINTENANCE PROGRAM (RAMP) AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE STATE FISCAL YEAR 2025; AUTHORIZING CITY MATCHING FUNDS IN THE

AMOUNT OF \$11,111.11; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT PROGRAM DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE

8. Discuss and consider action: Ordinance No. 2024-42: D. Vaughn

AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING THE CITY CODE OF ORDINANCES SECTION 74-38 ENTITLED "GOLF COURSE RATES"; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

9. Discuss and consider action: Resolution No. R2024-69: D. Vaughn

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE PURCHASE OF APPROXIMATELY 4.39 ACRES OF LAND LOCATED ON EAST VALLEY STREET LEGALLY DESCRIBED AS 4.39 ACRES OUT OF THE ABS A0187 B.B. CASTLEBERRY SURVEY BURNET COUNTY, TEXAS, AND AUTHORIZING THE MAYOR TO EXECUTE THE PROPERTY CONTRACT

10. Discuss and consider action: Resolution No. R2024-73: D. Vaughn

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH FIRST BAPTIST CHURCH OF BURNET FOR RELOCATION OF UTILITIES AND COMMUNICATIONS WIRING

9. EXECUTIVE SESSION:

10. RECONVENE TO REGULAR SESSION FOR POSSIBLE ACTION:

11. 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.

12. ADJOURN:

Dated this 20th day of September 2024

CITY OF BURNET

GARY WIDEMAN, MAYOR

I, the undersigned authority, do hereby certify that the above NOTICE OF MEETING of the governing body of the above named City, BURNET, is a true and correct copy of said NOTICE and that I posted a true and correct copy of said NOTICE on the bulletin board, in the City Hall of said City, BURNET, TEXAS, a place convenient and readily accessible to the general public at all times, and said NOTICE was posted on September 20, 2024 at or before 6 o'clock p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

Maria Gonzales, City Secretary

NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS:

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

working days prior to the meeting. Requests for information may be emailed to the City Secretary at citysecretary@cityofburnet.com.

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).

City of Burnet Financial Report



FYTD AUGUST 31, 2024

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CITY OF BURNET FYTD AUGUST FINANCIAL SUMMARY

FY 2024

GENERAL FUND

The General Fund ended the period with a profit of \$1,869,515. Total revenues are tracking above the average budget for the period.

The General Fund’s primary revenues include:

- **Property tax collections** – ended the period at 101% of budget and increased by \$406,200 over last year.
- **Sales tax collections** – ended the period at 97% of budget and increased by \$155,072 over the same period last year.
- **EMS transfer collections** – ended the period at 108% of budget and increased by \$300,328 over the same period last year.
- **Transfers In from other funds** – ended the period at 93% of budget and increased by \$49,177 over the same period last year.

Total expenditures ended the period at 89% of budget, which is below the straight-line average.

GOLF COURSE

The Golf Course ended the period with a profit of \$511,499 which is an increase of \$5,827 from this time last year.

Total revenues ended the period at 112% of the annual budget. Compared to last year, revenues have increased \$214,985 mainly because of the rate increases that went into effect in July of 2023 and May of 2024.

Operating Expenses ended the period at 91% of the annual budget. Compared to last year, expenses have increased by \$209,158 mainly because of increasing personnel costs, maintenance costs, and changes in the accounting for the admin allocation. During prior years, the general fund subsidized all of the golf fund’s admin allocation expenses but this year the golf fund is responsible for \$50,000 of the admin allocation expenses.

ELECTRIC FUND

The Electric fund ended the period with a profit of \$509,630 and total revenues and expenses are tracking as expected with the budget. Compared to last year, electric consumption has decreased slightly, by .74%.

	CITY OF BURNET FYTD AUGUST FINANCIAL SUMMARY	FY 2024
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WATER/WASTEWATER

The Water/Wastewater fund ended the period with a profit of \$446,135 and total revenues and expenses are tracking as expected with the budget. Compared to last year, water consumption has decreased by 4.79%.

AIRPORT (Restricted Fund)

The Airport Fund ended the period with a profit of \$146,311 and total revenues and expenses are tracking as expected with the budget.

Under the new FBO agreement, fuel sales and the related expenses no longer belong to the City but to the new FBO. The City does receive a flowage fee based on gallons sold which accounts for about 6% of their total revenues. Compared to last year, avgas gallons sold are down 12% and jet gallons sold are down by 8%.

CASH RESERVES

Total “Unrestricted” cash reserve balance for the city as of August 31, 2024, was \$6,874,203. That is **\$2,374,203** above our 90-day required reserve amount.

Total “Restricted by Council” cash reserve balance for the city as of August 31, 2024, was **\$4,497,098**.

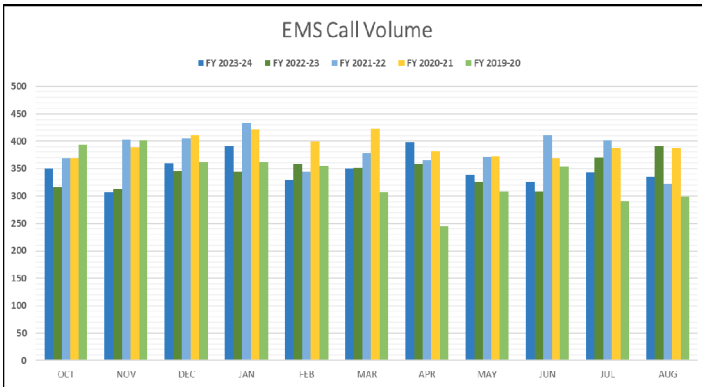
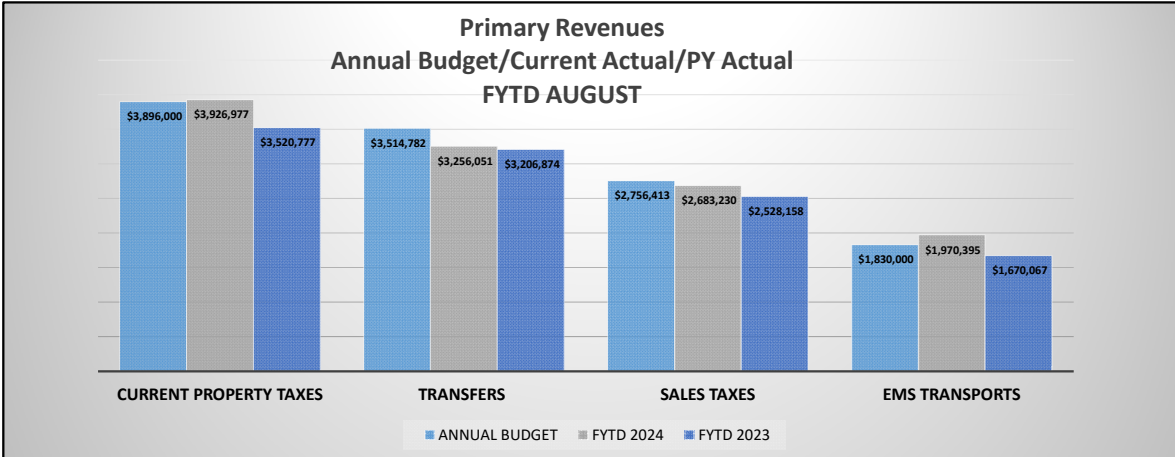
GENERAL FUND DASHBOARD

FYTD AUG 2024

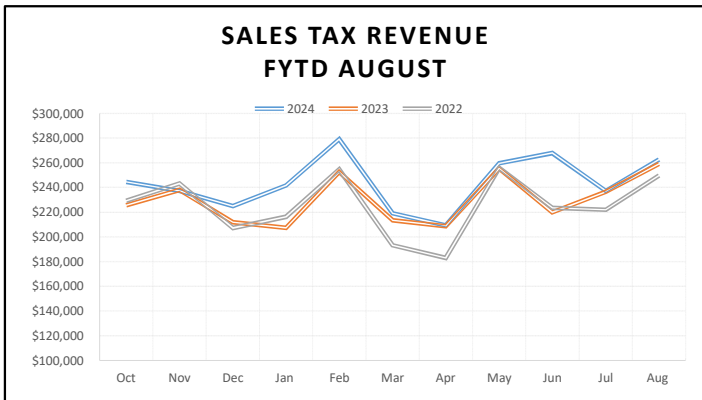
CURRENT RESULTS COMPARISON

	ORIGINAL BUDGET	ACTUAL FYTD AUG 2024	% OF BUDGET	PY BUDGET 2022-2023	ACTUAL FYTD AUG 2023	% OF BUDGET
REV	\$ 15,442,407	\$ 15,167,788	98%	\$ 14,766,308	\$ 14,270,915	97%
EXPENSES	14,878,137	13,298,272	89%	14,305,521	12,710,794	89%
PROFIT (LOSS)	\$ 564,270	\$ 1,869,515		\$ 460,787	\$ 1,560,121	

TABLES/CHARTS



FYTD 2024	3,829
FYTD 2023	3,784
Increase (Decrease)	45 1%



FYTD 2024	2,683,230
FYTD 2023	2,528,158
Increase (Decrease)	155,072 6%

ITEM 5-1.

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

	91.7% of year complete					
	ORIGINAL BUDGET 2023-24	ACTUAL FYTD AUG 2024	% OF BUDGET	PY BUDGET 2022-2023	PY ACTUAL FYTD AUG 2023	% OF BUDGET
REVENUE						
Ad valorem taxes	\$ 3,896,000	\$ 3,926,977	101%	\$ 3,476,000	\$ 3,520,777	101%
Sales taxes	2,756,413	2,683,230	97%	2,782,000	2,528,158	91%
Interfund Transfers	3,514,782	3,256,051	93%	3,396,724	3,206,874	94%
EMS Transfers	1,830,000	1,970,395	108%	2,072,000	1,670,067	81%
Franchise and other taxes	264,000	260,352	99%	162,000	293,196	181%
Court Fines and Fees	163,000	149,245	92%	140,000	166,996	119%
Grants & Donations	3,000	12,006	400%	9,500	12,516	132%
Licenses & Permits	176,500	116,273	66%	153,300	214,608	140%
Charges for Services	2,486,812	2,197,707	88%	2,369,684	2,131,722	90%
Other Revenue	351,900	595,552	169%	205,100	526,001	256%
Use of Fund Balance (for Abatements)	30,000	30,000	100%	-	-	#DIV/0!
Total Revenue	\$ 15,472,407	\$ 15,197,788	98%	\$ 14,766,308	\$ 14,270,915	97%
<i>Total Revenue less fund balance</i>	<i>\$ 15,442,407</i>	<i>\$ 15,167,788</i>	<i>98%</i>	<i>\$ 14,766,308</i>	<i>\$ 14,270,915</i>	<i>97%</i>
EXPENDITURES						
Personnel Services	\$ 9,966,970	\$ 8,620,011	86%	\$ 9,592,515	\$ 8,313,699	87%
Supplies & Materials	589,175	460,142	78%	591,175	482,611	82%
Repairs & Maint	652,520	602,670	92%	612,211	591,100	97%
Contractual Services	2,200,015	2,080,820	95%	2,102,170	1,951,434	93%
Other Designated Expenses	752,047	780,730	104%	686,568	656,033	96%
Transfers to Self-funded	511,937	469,276	92%	514,037	471,201	92%
Capital Outlay	-	78,353	-	-	32,630	-
Transfers to Golf Admin/Grant Fund	205,473	206,271	100%	206,845	212,086	103%
Sub-total	<u>\$ 14,878,137</u>	<u>\$ 13,298,272</u>	<u>89%</u>	<u>\$ 14,305,521</u>	<u>\$ 12,710,794</u>	<u>89%</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	\$ 13,328,272	89%	\$ 14,305,521	\$ 12,710,794	89%
<i>Total Expenditures less Capital/Other</i>	<i>\$ 14,878,137</i>	<i>\$ 13,298,272</i>	<i>89%</i>	<i>\$ 14,305,521</i>	<i>\$ 12,710,794</i>	<i>89%</i>
NET CHANGE IN FUND BALANCE	\$ 564,270	\$ 1,869,515		\$ 460,787	\$ 1,560,121	

KEY VARIANCES - BUDGET vs ACTUAL (91.7% of Year Complete)

Revenues
 -Ad valorem taxes are tracking as expected for the period. The majority of collections are typically received in December and January each year.
 - EMS revenues are tracking above budget mainly because of differences in the payer mix this year (more patients with insurance). EMS transport run numbers have increased by 1 % over last year.
 - Grant revenues includes an \$8,392 award received from Fire Department CATRAC grant program.
 -Licenses & Permits are tracking below the average budget mainly because of decreased inspection fees. State legislation changed in September 2023 and our previous ordinance was not in compliance therefore we have not been able to charge for inspections. In September 2024, the City amended the ordinance (Ordinance No. 2024-41) to be in compliance going forward.
 - Charges for services are tracking below budget mainly because of the timing of payments. The 4th quarter ESD payment should be received in September. Also the final SRO payment is due in September but has been reduced due to a change in the SRO program resulting in a reduction in the number of SRO officers.
 - Other Revenue includes Interest Income which is coming in higher than expected because of high interest rates at Texpool. Texpool is averaging just over 5.3% interest.

Expenditures
 - See Expenditures by Department/Category for more detail.

ITEM 5-1.

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

91.7% of year complete

	ORIGINAL BUDGET			ACTUAL			PY BUDGET		
	2023-24			FYTD AUG 2024			2022-2023		
EXPENDITURES (Less transfers to capital/other):									
City Council									
Personnel Services	\$	450	\$	-		\$	-		
Supplies & Materials		1,550		1,404	91%		2,000	\$	698 18%
Repairs & Maint		1,000		235	24%		1,000		365 721%
Contractual Services		8,020		6,700	84%		7,020		7,209 125%
Other Designated Expenses		9,075		15,902	175%		8,575		8,758 100%
Capital Outlay		-		7,485			-		-
Total Expenditures		20,095		31,727	158%		18,595		17,030 92%
General Administration									
Personnel Services		1,330,989		1,126,077	85%		1,277,069		1,094,400 86%
Supplies & Materials		20,400		26,108	128%		21,700		18,009 83%
Repairs & Maint		109,000		115,391	106%		91,000		101,594 112%
Contractual Services		281,090		312,437	111%		260,303		272,997 105%
Other Designated Expenses		475,964		465,727	98%		423,581		411,304 97%
Transfers Golf Admin/Grant Fund		205,473		206,271	100%		206,845		212,086 103%
Total Expenditures		2,422,916		2,252,012	93%		2,280,498		2,110,390 93%
Municipal Court									
Personnel Services		75,689		86,868	115%		73,658		66,702 91%
Supplies & Materials		675		776	115%		675		382 57%
Repairs & Maint		6,500		5,455	84%		8,500		6,296 74%
Contractual Services		27,500		28,528	104%		15,300		14,378 94%
Other Designated Expenses		7,150		9,707	136%		5,050		7,427 147%
Total Expenditures		117,514		131,334	112%		103,183		95,185 92%
Police/Animal Shelter/K-9									
Personnel Services		2,748,870		2,351,156	86%		2,610,113		2,263,755 87%
Supplies & Materials		130,300		103,008	79%		138,200		113,400 82%
Repairs & Maint		121,370		135,413	112%		113,950		124,034 109%
Contractual Services		243,584		233,211	96%		228,350		216,794 95%
Other Designated Expenses		91,308		180,517	198%		99,162		86,799 88%
Transfers to Self-funded		174,839		160,269	92%		181,341		166,229 92%
Capital Outlay		-		-			-		19,467
Total Expenditures		3,510,271		3,163,575	90%		3,371,116		2,990,478 89%
Fire/EMS									
Personnel Services		3,684,261		3,456,206	94%		3,584,056		3,145,599 88%
Supplies & Materials		249,050		194,788	78%		243,650		189,533 78%
Repairs & Maint		176,000		143,904	82%		174,500		166,093 95%
Contractual Services		324,518		313,716	97%		302,070		256,431 85%
Other Designated Expenses		93,600		71,152	76%		74,600		81,585 109%
Transfers to Self-funded		260,079		238,406	92%		267,868		245,546 92%
Capital Outlay		-		3,997			-		10,600
Total Expenditures		4,787,508		4,422,169	92%		4,646,744		4,095,388 88%
Streets									
Personnel Services		791,616		577,946	73%		753,705		661,949 88%
Supplies & Materials		80,550		44,729	56%		77,300		72,260 93%
Repairs & Maint		94,000		87,162	93%		89,400		61,329 69%
Contractual Services		7,350		10,092	137%		8,750		7,015 80%
Other Designated Expenses		6,000		1,498	25%		5,000		11,821 236%
Transfers to Self-funded		34,504		31,629	92%		26,611		24,393 92%
Capital Outlay		-		36,735			-		1,282
Total Expenditures		1,014,020		789,791	78%		960,766		840,051 87%
City Shop									
Personnel Services		72,756		71,346	98%		78,439		59,500 76%
Supplies & Materials		17,850		14,243	80%		15,000		12,608 84%
Repairs & Maint		12,200		12,666	104%		12,500		12,042 96%
Contractual Services		6,380		5,722	90%		6,380		5,570 87%
Other Designated Expenses		5,000		5,984	120%		5,050		4,189 83%
Capital Outlay		-		6,494			-		-
Total Expenditures		114,186		116,456	102%		117,369		93,908 80%
Sanitation									
Contractual Services		1,002,573		904,578	90%		974,947		887,843 91%
Other Designated Expenses		25,000		9,921	40%		25,000		12,738 51%
Total Expenditures		1,027,573		914,499	89%		999,947		900,581 90%

ITEM 5-1.

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

91.7% of year complete

	ORIGINAL BUDGET			ACTUAL		
	2023-24	FYTD AUG 2024	% OF BUDGET	PY BUDGET 2022-2023	PY ACTUAL FYTD AUG 2023	% OF BUDGET
PW Admin						
Personnel Services	169,543	71,491	42%	164,985	149,045	90%
Supplies & Materials	2,700	500	19%	1,800	2,466	137%
Repairs & Maint	500	579	116%	200	284	142%
Contractual Services	1,000	1,894	189%	-	929	
Other Designated Expenses	4,000	2,117	53%	850	3,982	469%
Transfers to Self-funded	-	-		-	-	
Total Expenditures	177,743	76,581	43%	167,835	156,706	93%
Parks						
Personnel Services	629,305	466,859	74%	589,046	488,690	83%
Supplies & Materials	76,500	67,452	88%	79,000	67,907	86%
Repairs & Maint	108,450	83,954	77%	101,650	90,045	89%
Contractual Services	87,900	87,080	99%	88,650	79,789	90%
Other Designated Expenses	9,150	4,718	52%	8,500	12,219	144%
Capital Outlay	-	23,642		-	1,282	
Transfers to Self-funded	32,367	29,670	92%	28,069	25,730	92%
Total Expenditures	943,672	763,374	81%	894,915	765,662	86%
Galloway Hammond						
Repairs & Maint	5,000	6,260	125%	5,000	13,626	273%
Contractual Services	100,000	91,667	92%	100,000	91,667	92%
Capital Outlay	-	-	0%	-	-	0%
Total Expenditures	105,000	97,927	93%	105,000	105,293	100%
Development Services						
Personnel Services	188,510	176,717	94%	187,774	144,622	77%
Supplies & Materials	6,000	4,477	75%	5,650	3,556	63%
Repairs & Maint	8,000	5,822	73%	8,261	6,388	77%
Contractual Services	102,300	80,881	79%	99,050	105,107	106%
Other Designated Expenses	20,250	11,279	56%	28,200	15,239	54%
Capital Outlay	-	-		-	-	
Total Expenditures	325,060	279,176	86%	328,935	274,912	84%
Engineering						
Personnel Services	274,981	235,346	86%	273,670	238,739	87%
Supplies & Materials	3,600	2,655	74%	6,200	2,125	34%
Repairs & Maint	10,500	5,829	56%	6,250	2,160	35%
Contractual Services	7,800	4,312	55%	11,350	4,157	37%
Other Designated Expenses	5,550	2,207	40%	3,000	8,729	291%
Transfers to Self-funded	10,148	9,302	92%	10,148	9,302	92%
Total Expenditures	312,579	259,652	83%	310,618	265,212	
TOTAL EXPENDITURES	\$ 14,878,137	\$ 13,298,272	89%	\$ 14,305,521	\$ 12,710,794	89%

KEY EXPENDITURE VARIANCES - BUDGET vs ACTUAL (91.7% of Year Complete)

<i>CITY COUNCIL - Other Designated Expenses are tracking higher than budget mainly because of the Special Election publishing costs of \$6,630. In addition, it includes council's travel and conference expenses for the 2023 TML Conference held in October 2023 and registration for the 2024 TML Conference to be held in October 2024.</i>
<i>CITY COUNCIL - Capital Outlay is tracking higher than budgeted because they include expenses for the new Council SharePoint site which was not part of the original budget.</i>
<i>ADMIN - Supplies are tracking above budget mainly because of higher than expected postage refill costs.</i>
<i>ADMIN -Repairs and Maintenance are tracking above the average budget because of the timing of our software payments - our annual ERP software maintenance payment was paid in full in April, our applicant tracking software, Civic HR, was paid in full in December, and Laserfiche cloud service was paid for in July.</i>
<i>ADMIN - Contractual Services are tracking above budget because of the timing of the Audit (majority of work is performed in Dec) and increasing City Attorney services. The bulk of City Attorney fees are related to a code enforcement property issue that was reimbursed through revenue when the property lien was paid.</i>
<i>ADMIN OTHER DESIGNATED EXPENSES - are tracking higher than the straight line budget because of the timing of the City's insurance costs which are paid quarterly, it also includes employee programs which have increased this year due to the addition of quarterly luncheons for City staff, and it includes non capital supplies which have increased this year due to purchase of new office furniture and equipment for the expansion of the HR office.</i>
<i>COURT - Personnel costs are tracking higher than average because the City's long tenured Court Clerk retired in October and received payouts for accrued comp, sick, and vacation time. In addition, the court clerk was replaced with a court administrator position at a higher salary.</i>
<i>COURT - Contractual Services are tracking higher than the average for this time mainly because of increasing housing of prisoners costs. The county billed us approximately \$3,300 for inmate housing that was related to the prior year but not billed until the current fiscal year. In addition, the City is now having to pay for contract prosecutor services since the former Assistant City Manager/Prosecutor retired.</i>
<i>COURT - Other Designated Expenses are tracking higher than budget because the City had a retirement party for the retiring Court Clerk in October and added training for the new Court Administrator.</i>
<i>PD - Repairs and Maintenance are tracking higher than budget mainly because of fleet hail damage repairs completed in September. Majority of expense has been reimbursed by insurance payments.</i>
<i>PD - Designated Expenses are tracking higher than budget mainly because of the new lease agreement with Lenslock for cameras, replacement of computers, and travel expenses including payment for the Administrative Officers Course (AOC) program.</i>
<i>FIRE PERSONNEL - expenses are tracking higher than normal for this time mainly because of increasing overtime pay. The department has had several vacancies this year due to turnover, an increase in employees out on leave including maternity leave, and the department is having difficulty hiring and retaining part-timers. Therefore, the department is having to backfill positions at higher overtime rates to meet minimum staffing requirements. In July 2024, Council approved adding 4 new EMT positions to help address this issue.</i>
<i>STREETTS - Contractual services include uniforms which are tracking higher than budget because of the purchase of replacement boots and uniforms and public notices are also tracking ahead of budget due to RFP notices.</i>
<i>STREETTS - Capital Outlay includes \$6K for new hose, \$7K for shredder, and \$22K for new solar powered radar speed signs.</i>

ITEM 5-1.

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

91.7% of year complete

	ORIGINAL BUDGET 2023-24	ACTUAL FYTD AUG 2024	% OF BUDGET	PY BUDGET 2022-2023	PY ACTUAL FYTD AUG 2023	% OF BUDGET
<i>CITY SHOP - Repairs and maintenance expenses are tracking higher than budget because of higher than expected shop maintenance costs mainly for lock/door repairs and tint for east side of public works facility.</i>						
<i>CITY SHOP - Designated expenses are tracking higher than budget because of the purchase of a generator and portable fuel tanks.</i>						
<i>CITY SHOP - Capital outlay expenses are tracking higher than budget because of the purchase of a new AC for public works building.</i>						
<i>PW Admin - Contractual Services includes communications which are tracking higher than budget due to service contracts for new ipads used by public works from October through April.</i>						
<i>PARKS - Capital Outlay includes \$7K for their portion of new shredder purchased for public works departments, \$5,640 for a new freezer at the community center, and \$1,955 for a new pressure washer.</i>						
<i>GALLOWAY HAMMOND - Repairs and Maintenance are tracking higher than budget because of pool plumbing repairs, pool pump motor repairs, and pump room window repairs.</i>						

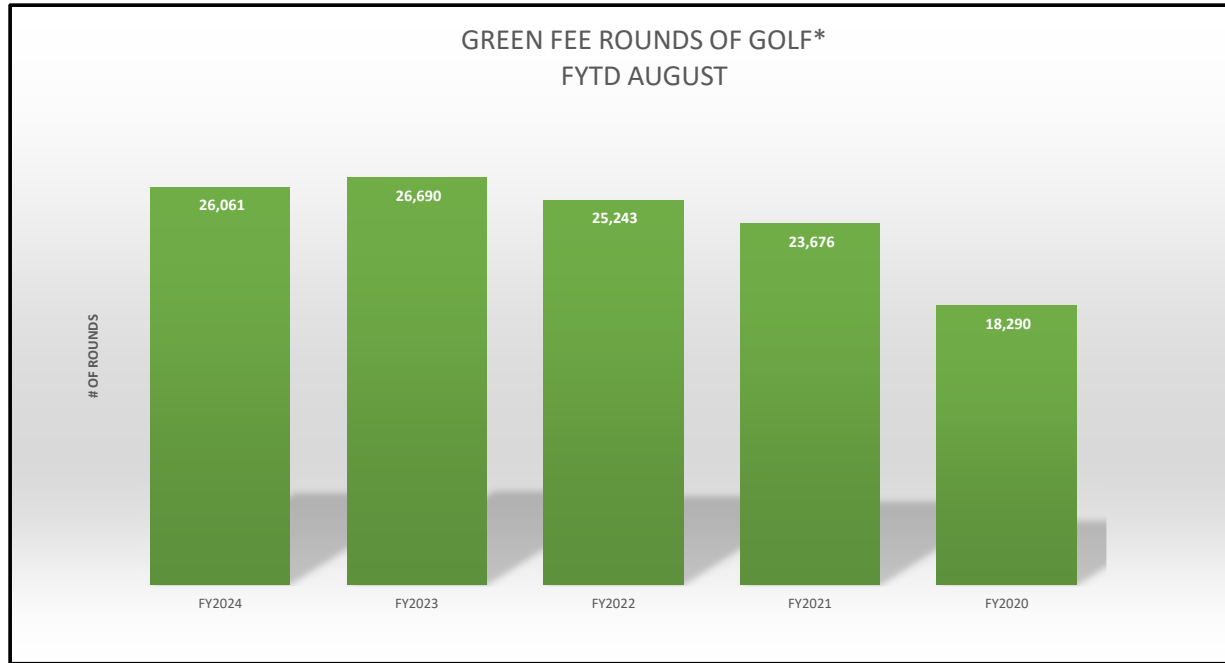
GOLF COURSE FUND DASHBOARD

FYTD AUG 2024

CURRENT RESULTS COMPARISON

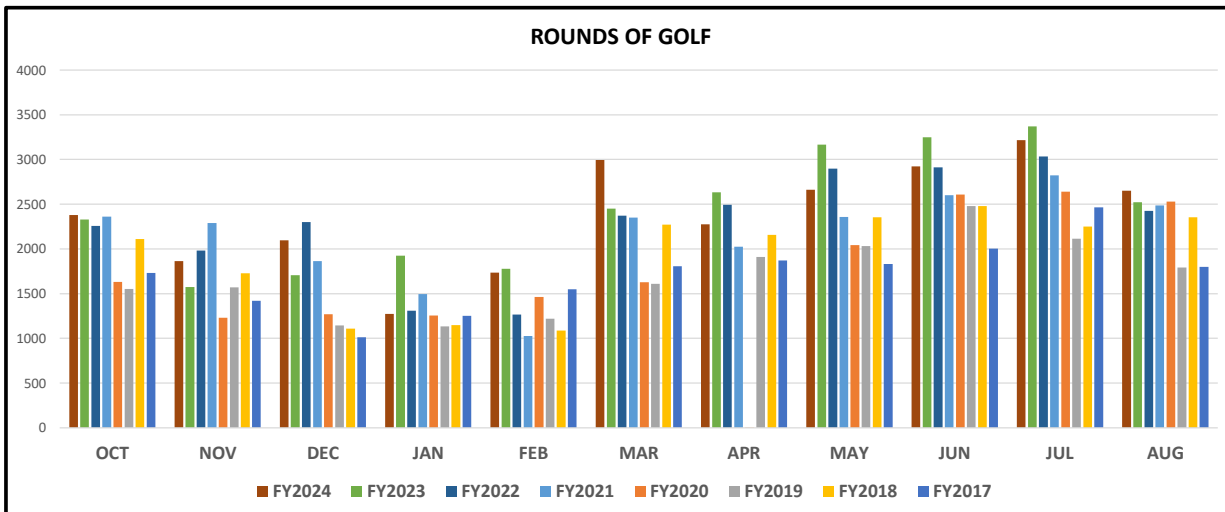
	ORIGINAL BUDGET	ACTUAL FYTD AUG 2024	% OF BUDGET	PY BUDGET 2022-2023	ACTUAL FYTD AUG 2023	% OF BUDGET
REV (net of cogs/tourn exp)	\$ 2,144,918	\$ 2,397,900	112%	\$ 1,860,895	\$ 2,182,914	117%
EXPENSES	2,077,634	1,886,401	91%	1,778,214	1,677,243	94%
PROFIT (LOSS)	\$ 67,284	\$ 511,499		\$ 82,681	\$ 505,672	

TABLES/CHARTS



	FYTD
Rounds of Golf*	26,061
2023-2024	26,690
2022-2023	26,690
OVER (UNDER)	(629)
	-2.36%

*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.

ITEM 5-1.

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

		91.7% of year complete								
		ORIGINAL BUDGET	ACTUAL	% OF	PY BUDGET	PY ACTUAL	% OF			
		2023-24	FYTD AUG 2024	BUDGET	2022-2023	FYTD AUG 2023	BUDGET			
Revenues										
Charges for Services:										
Green Fees/Cart Rentals	\$	1,075,000	\$	1,188,852	111%	\$	947,205	\$	1,060,163	112%
Member Charges		257,500		279,853	109%		232,000		267,174	115%
Net Tournament Fees		190,000		254,481	134%		144,000		222,536	155%
Driving Range		82,000		81,325	99%		62,000		65,505	106%
Net Charges for Services		1,604,500		1,804,510	112%		1,385,205		1,615,377	117%
Pro Shop Merchandise Sales (Net)										
		78,420		78,904	101%		72,655		82,353	113%
Snack Bar Sales (Net)										
		180,000		206,672	115%		147,744		188,418	128%
Transfer from GF (Admin/Use of FB)										
		205,473		209,671	102%		206,845		208,686	101%
Other Revenue										
		76,525		98,142	128%		48,446		88,080	182%
Total Revenues		2,144,918		2,397,900	112%		1,860,895		2,182,914	117%
Expenses										
Personnel Services		1,255,258		1,055,762	84%		1,067,824		956,210	90%
Supplies & Materials		147,800		132,980	90%		129,550		118,816	92%
Repairs & Maint		100,500		113,247	113%		84,300		95,399	113%
Contractual Services		99,950		93,860	94%		67,600		75,382	112%
Other Designated Expenses		69,150		75,017	108%		52,750		67,517	128%
Transfers to Self-funded		149,503		160,031	107%		169,345		155,233	92%
Admin Allocation		255,473		255,505	100%		206,845		208,687	101%
Total Expenses		2,077,634		1,886,401	91%		1,778,214		1,677,243	94%
Change in Net Position		67,284		511,499			82,681		505,672	
Operating Subsidy from General Fund										
		-		-			-		-	
Net Position		67,284		511,499			82,681		505,672	
Green Fee Rounds				26,061					26,690	
Green Fee Rev Per Round				\$ 45.62					\$ 39.72	

KEY VARIANCES - BUDGET vs ACTUAL (91.7% 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, an additional \$2.00 increase in green fees and \$2.00 increase in cart rental rates went into effect in May 2024, and a \$2.00 increase for weekend green fees was approved in September 2024.
-The majority of Member Charges which include pre-paid green fees, trail fees, annual cart rental and storage are collected in October and April of each year.
-Tournament revenues are tracking ahead of budget because the course hosted several large tournaments during the third quarter and has increased tournament rates. YTD tournament rounds are down 163 but tournaments revenues have increased by \$32K.
-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 budget because of equipment and irrigation repairs, and increasing sand and freight prices.
- Other Designated Expenses are tracking higher than budget mainly because of increasing credit card fees associated with increasing revenues and additional insurance expenses of \$2,659 related to an employee suit.
- Transfers to Self-funded are tracking higher than budget due to early purchase of new golf carts.
- Admin allocation is offset by the Transfer from GF less \$4,167 monthly (or \$50,000 annually).

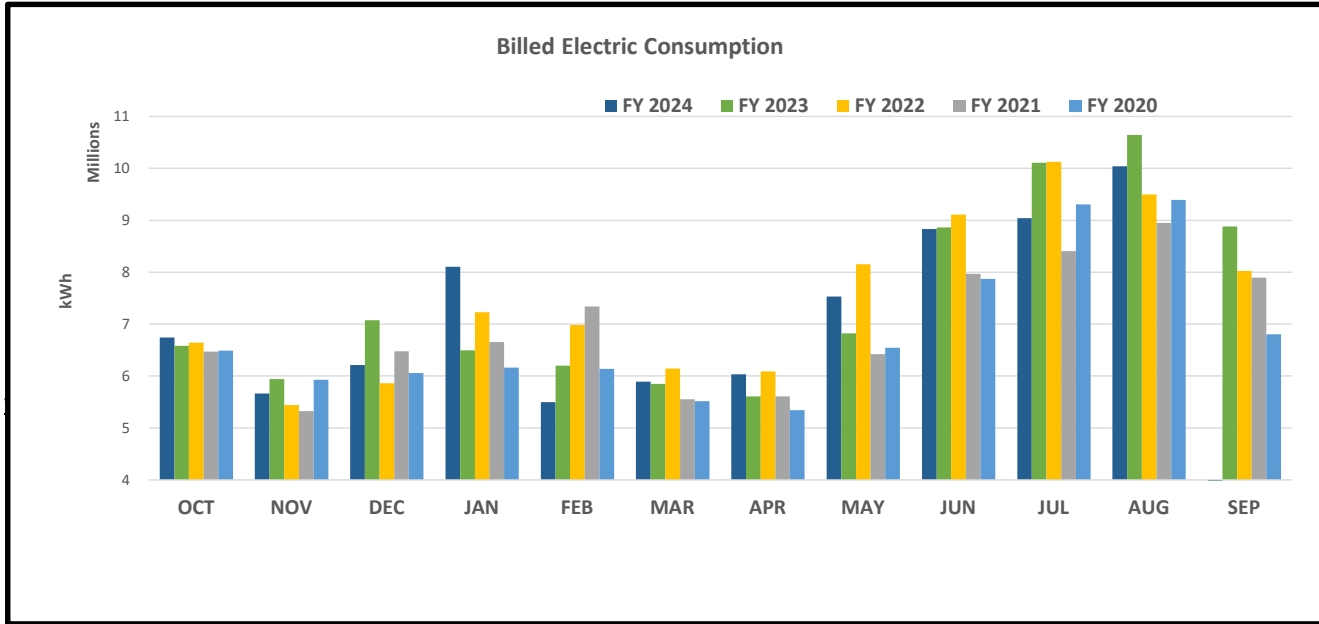
ELECTRIC FUND DASHBOARD

FYTD AUG 2024

CURRENT RESULTS COMPARISON

	ORIGINAL BUDGET	ACTUAL FYTD AUG 2024	% OF BUDGET	PY BUDGET 2022-2023	ACTUAL FYTD AUG 2023	% OF BUDGET
REV (net of cogs)	\$ 4,300,026	\$ 4,102,816	95%	\$ 4,119,298	\$ 3,946,827	96%
EXPENSES	3,926,232	3,593,186	92%	3,816,446	3,469,587	91%
PROFIT (LOSS)	\$ 373,794	\$ 509,630		\$ 302,852	\$ 477,241	

TABLES/CHARTS



FYTD 2024	79,587,521
FYTD 2023	80,179,729
ytd variance	(592,208)
% variance	-0.74%

ITEM 5-1.

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

91.7% of year complete

	ORIGINAL BUDGET 2023-24			ACTUAL FYTD AUG 2024			PY BUDGET 2022-2023			PY ACTUAL FYTD AUG 2023		
			% OF BUDGET								% OF BUDGET	
REVENUES												
Electric Sales	\$	9,781,915		\$	9,391,925		\$	9,090,778	\$	8,972,138		
Less Cost of Power		5,776,753			5,564,396			5,237,806		5,289,463		
Net Electric Sales		4,005,162			3,827,529	96%		3,852,972		3,682,675	96%	
Penalties		94,446			93,518	99%		87,766		79,353	90%	
Pole Rental		48,750			48,991	100%		48,400		48,631	100%	
Credit Card Convenience Fees		56,668			50,186	89%		52,660		48,312	92%	
Other Revenue		65,000			52,594	81%		47,500		69,209	146%	
Transfer from Hotel/Motel Fund*		30,000			30,000	100%		30,000		18,649		
Use of Fund Balance					-			-		-		
Total Revenue	\$	4,300,026		\$	4,102,816	95%	\$	4,119,298	\$	3,946,827	96%	
<i>Total Revenue less fund balance</i>	<i>\$</i>	<i>4,300,026</i>		<i>\$</i>	<i>4,102,816</i>	<i>95%</i>	<i>\$</i>	<i>4,119,298</i>	<i>\$</i>	<i>3,946,827</i>	<i>96%</i>	
EXPENSES												
Personnel Services		1,015,932			868,778	86%		945,807		839,185	89%	
Supplies & Materials		74,700			61,234	82%		77,100		49,543	64%	
Repairs & Maint		198,500			181,935	92%		191,000		134,728	71%	
Contractual Services		171,200			151,250	88%		158,400		140,557	89%	
Other Designated Expenses		83,500			90,690	109%		89,050		76,751	86%	
Capital Outlay *		55,000			72,041	131%		55,000		60,699	110%	
Transfers to Debt Service		51,500			47,208	92%		53,000		48,583	92%	
Transfers to Self-funded		23,546			21,584	92%		25,418		23,300	92%	
Return on Investment		1,675,657			1,591,750	95%		1,678,174		1,603,802	96%	
Admin Allocation		463,570			428,662	92%		432,742		399,315	92%	
Shop Allocation		28,546			29,114	102%		29,342		22,808	78%	
PW Admin Allocation		53,323			22,974	43%		50,351		44,913	89%	
Engineering Allocation		31,258			25,965	83%		31,062		25,402	82%	
Transfer to Capital								-		-		
Total Expenses	\$	3,926,232		\$	3,593,186	92%	\$	3,816,446	\$	3,469,587	91%	
<i>Total Expenses less xfers to capital and other uses of fund balance</i>	<i>\$</i>	<i>3,926,232</i>		<i>\$</i>	<i>3,593,186</i>	<i>92%</i>	<i>\$</i>	<i>3,816,446</i>	<i>\$</i>	<i>3,469,587</i>	<i>91%</i>	
Change in Net Position	\$	373,794		\$	509,630		\$	302,852	\$	477,241		

KEY VARIANCES - BUDGET vs ACTUAL (91.7% of Year Complete)

Revenues

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

Expenses

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

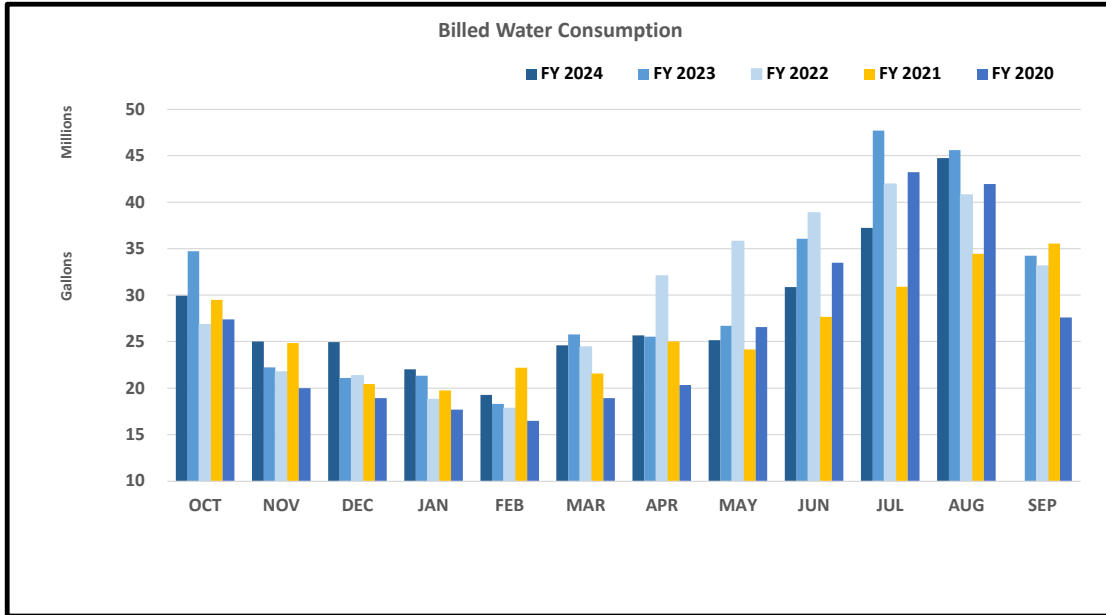
WATER/WW FUND DASHBOARD

FYTD AUG 2024

CURRENT RESULTS COMPARISON

	ORIGINAL	ACTUAL	% OF	PY BUDGET	ACTUAL	% OF
	BUDGET	FYTD AUG 2024	BUDGET	2022-2023	FYTD AUG 2023	BUDGET
REV	\$ 4,707,667	\$ 4,394,565	93%	\$ 4,624,417	\$ 4,419,450	96%
EXPENSES	4,465,763	3,948,430	88%	4,330,936	3,858,885	89%
PROFIT (LOSS)	\$ 241,904	\$ 446,135		\$ 293,481	\$ 560,564	

TABLES/CHARTS



Billed Consumption in gallons:

FYTD 2024	309,484,146
FYTD 2023	325,068,154
Variance	(15,584,008)
% variance	-4.79%

ITEM 5-1.

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

	91.7% of year complete			PY BUDGET 2022-2023	PY ACTUAL FYTD AUG 2023	% OF BUDGET
	ORIGINAL BUDGET 2023-24	ACTUAL FYTD AUG 2024	% OF BUDGET			
REVENUE						
Water Sales	\$ 2,487,867	\$ 2,304,972	93%	\$ 2,482,303	\$ 2,420,984	98%
Wastewater Sales	1,975,800	1,830,367	93%	1,932,000	1,805,980	93%
Penalties	45,000	40,812	91%	45,072	40,892	91%
Water/Sewer Connects	37,000	28,616	77%	37,000	22,700	61%
Credit Card Convenience Fees	27,000	27,027	100%	25,042	26,018	104%
Other Revenue	60,000	87,772	146%	28,000	102,875	367%
Use Impact Fees	75,000	75,000	100%	75,000	-	0%
Use of Fund Balance	-	-		1,135,000	-	0%
Total Revenue	\$ 4,707,667	\$ 4,394,565	93%	\$ 5,759,417	\$ 4,419,450	77%
<i>Total Revenue less fund balance</i>	<i>\$ 4,707,667</i>	<i>\$ 4,394,565</i>	<i>93%</i>	<i>\$ 4,624,417</i>	<i>\$ 4,419,450</i>	<i>96%</i>
EXPENSES						
Personnel Services	1,510,138	1,229,527	81%	\$ 1,410,682	1,173,597	83%
Supplies & Materials	226,650	246,129	109%	190,300	209,217	110%
Repairs & Maint	365,250	250,353	69%	383,750	262,149	68%
Contractual Services	307,100	313,887	102%	300,050	289,208	96%
Cost of Water	70,000	95,273	136%	70,000	66,057	94%
Other Designated Expenses	113,521	104,562	92%	98,542	85,849	87%
Transfers to Debt Service	931,875	854,219	92%	930,125	852,615	92%
Transfers to Self-funded	10,148	9,302	92%	51,512	47,219	92%
In Lieu of Taxes	370,613	351,565	95%	363,953	353,556	97%
Admin Allocation	329,792	307,015	93%	305,298	281,670	92%
Shop Allocation	28,546	29,114	102%	29,342	22,808	78%
PW Admin Allocation	71,098	30,632	43%	67,134	59,884	89%
Engineering Allocation	125,032	103,861	83%	124,248	101,609	82%
Capital Outlay	6,000	22,990	383%	6,000	53,447	0%
Transfer to Capital				1,135,000	-	0%
Total Expenses	\$ 4,465,763	\$ 3,948,430	88%	\$ 5,465,936	\$ 3,858,885	71%
<i>Total Expenses less Transfers to Capital and other uses of fund balance</i>	<i>\$ 4,465,763</i>	<i>\$ 3,948,430</i>	<i>88%</i>	<i>\$ 4,330,936</i>	<i>\$ 3,858,885</i>	<i>89%</i>
Change in Net Position	\$ 241,904	\$ 446,135		\$ 293,481	\$ 560,564	

KEY VARIANCES - BUDGET vs ACTUAL (91.7% 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
-Operating supplies are tracking over budget mainly due to increasing chemical costs.
-Contractual Services are tracking higher than the average budget because of increasing utility costs and because the department renewed their Highland Lakes Firm Water Customer Coalition membership for \$4,000 this year.
-Cost of Water is tracking higher than budget because the City's consumption was higher than normal due to several large leaks that have since been repaired.
-Shop allocation expenses are tracking ahead of budget because of higher than expected shop expenses mainly for new AC and public works equipment.
-Capital Outlay is tracking above budget because of the purchase of a Safety Valve for \$19K located in the transmission main that has a 20 year life.

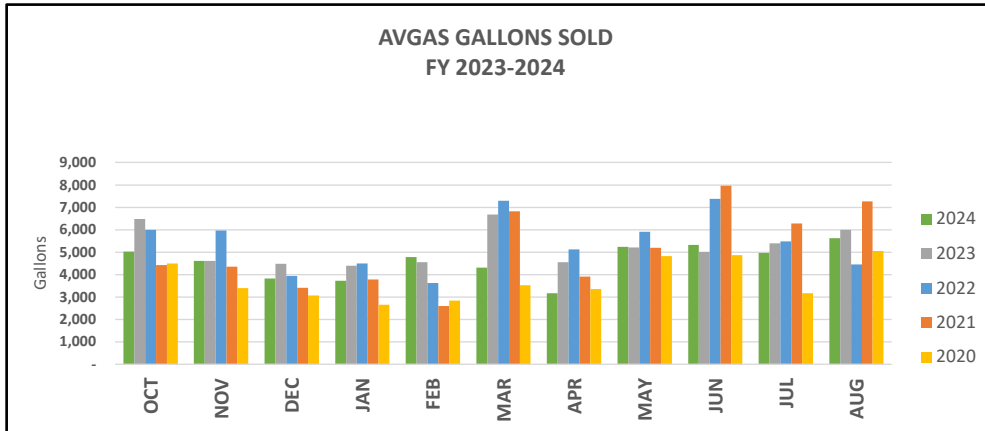
AIRPORT FUND DASHBOARD

FYTD AUG 2024

CURRENT RESULTS COMPARISON

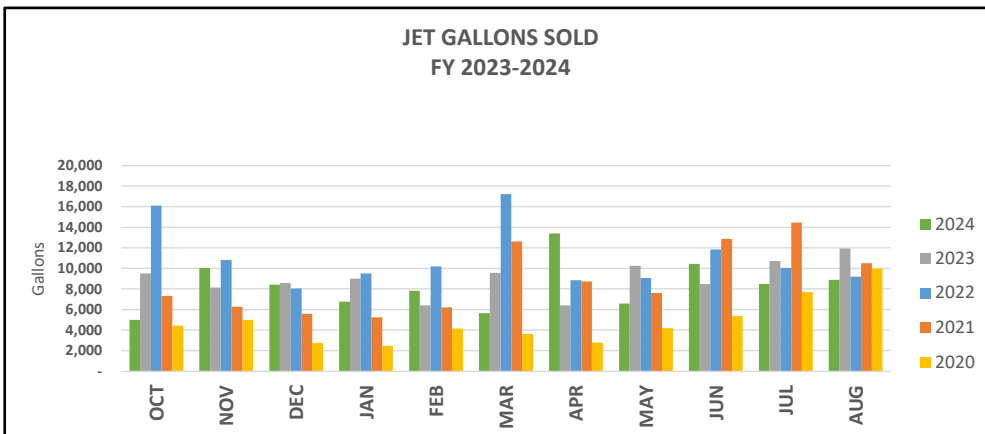
	ORIGINAL BUDGET	ACTUAL FYTD AUG 2024	% OF BUDGET	AMENDED BUDGET 2022-2023	ACTUAL FYTD AUG 2023	% OF BUDGET
REV (net of cogs)	\$ 335,757	\$ 328,809	98%	\$ 339,381	\$ 341,820	101%
EXPENSES	254,246	182,499	72%	258,228	238,348	92%
PROFIT (LOSS)	\$ 81,511	\$ 146,311		\$ 81,153	\$ 103,471	

TABLES/CHARTS



Avgas Gallons Sold:

FYTD 2024	50,687
FYTD 2023	57,415
Increase(decrease)	(6,728)
	-11.72%



Jet Gallons Sold:

FYTD 2024	91,496
FYTD 2023	98,957
Increase(decrease)	(7,460)
	-7.54%

ITEM 5-1.

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

	91.7% of year complete					
	ORIGINAL BUDGET 2023-2024	ACTUAL FYTD AUG 2024	% OF BUDGET	AMENDED BUDGET 2022-2023	PY ACTUAL FYTD AUG 2023	% OF BUDGET
REVENUE						
Av Gas Sales	\$ -	-		\$ 89,525	\$ 89,527	
Av Gas Purchases	-	-		71,575	71,574	
Net Sales	-	-		17,950	17,953	100%
Jet Gas Sales	-	-		156,010	156,012	
Jet Gas Purchases	-	-		102,775	102,772	
Net Sales	-	-		53,235	53,240	100%
Avgas Flowage Fees	4,000	3,548	89%	3,140	2,901	92%
Jet Flowage Fees	16,000	18,299	114%	11,122	15,080	
Penalties	-	-		-	-	
All Hangar Lease	171,000	152,945	89%	153,600	136,968	89%
CAF Admissions	15,580	22,732	146%	5,066	5,119	101%
McBride Lease	52,562	42,910	82%	48,748	46,549	95%
Thru the Fence Lease	12,020	12,312	102%	12,020	8,479	71%
Airport Parking Permit	3,840	1	0%	5,000	3,805	76%
Hangar Lease - FBO	25,755	23,591	92%	18,755	15,472	82%
Interest Earned	35,000	44,850	128%	10,745	34,898	325%
Other(Ground Lease)	-	7,621		-	1,356	
Use of Fund Balance	110,263	55,216	50%	61,863	56,708	92%
Total Revenue	\$ 446,020	\$ 384,026	86%	\$ 401,244	\$ 398,527	99%
<i>Total Revenue less fund balance</i>	<i>\$ 335,757</i>	<i>\$ 328,809</i>	<i>98%</i>	<i>\$ 339,381</i>	<i>\$ 341,820</i>	<i>101%</i>
EXPENSES						
Personnel Services	\$ 103,284	\$ 85,175	82%	\$ 100,502	\$ 91,393	91%
Supplies & Materials	3,000	738	25%	3,000	1,897	63%
Repairs & Maint	3,925	3,206	82%	3,675	2,131	58%
Contractual Services	32,955	14,919	45%	64,750	65,366	101%
Other Designated Expenses	37,182	41,749	112%	46,527	43,180	93%
C/O - Equipment	-	13,865		-	-	
Transfers to Debt Service	60,263	55,216	92%	61,863	56,708	43%
Admin Allocation	23,900	22,847	96%	31,874	26,481	11%
Av fuel truck lease	-	-		3,350	3,350	136%
Jet fuel truck lease	-	-		4,550	4,550	0%
Transfers to Capital	100,000	-		-	-	
Total Expenses	\$ 364,509	\$ 237,715	65%	\$ 320,091	\$ 295,056	92%
<i>Total Exp - xfers to capital and debt svc.</i>	<i>\$ 254,246</i>	<i>\$ 182,499</i>	<i>72%</i>	<i>\$ 258,228</i>	<i>\$ 238,348</i>	<i>92%</i>
Change in Net Position	\$ 81,511	\$ 146,311		\$ 81,153	\$ 103,471	

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:

- Jet flowage fees are equal to \$0.20 per jet gallon sold. Jet gallons sold are higher than budget but down 8% from last year.
- New CAF Airport Hangar Facility Use Agreement was approved in December 2023 and increased monthly rent from \$465.39 to \$2,667 effective January 1, 2024.
- Thru the fence agreements are billed and paid annually. The City currently has 3 Thru the Fence agreements - two have been paid in full.
- Interest income is tracking above budget because of higher than expected interest rates at Texpool.

EXPENSES:

- Designated expenses are tracking above budget mainly because they include property tax payments and insurance payments both of which have been paid in full and came in higher than expected.
- Capital Equipment includes the purchase of a new shredder. Cost of the equipment was split between the airport and parks and streets. Cost to be covered by savings in other line items.

ITEM 5-1.

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

	ANNUAL BUDGET 2023-24			ACTUAL FYTD AUG 2024			PY BUDGET 2022-2023			PY ACTUAL FYTD AUG 2023		
			% OF BUDGET								% OF BUDGET	
HOTEL/MOTEL FUND												
Revenues	\$	240,600	\$	204,924	85.17%	\$	191,900	\$	312,760	162.98%		
Expenses		210,074		173,648	82.66%		168,795		277,847	164.61%		
Net Profit (Loss)	\$	30,526	\$	31,275		\$	23,105	\$	34,913			
BEDC												
Revenues	\$	1,065,130	\$	2,642,434	248.09%	\$	4,015,333	\$	1,381,051	34.39%		
Expenses		911,698		1,954,911	214.43%		3,722,497		1,120,705	30.11%		
Net Profit (Loss)	\$	153,432	\$	687,523		\$	292,836	\$	260,346			
SELF FUNDED EQUIPMENT FUND												
Revenues	\$	767,600	\$	1,184,662	154.33%	\$	1,539,000	\$	1,548,488	100.62%		
Expenses		767,600		1,184,662	154.33%		1,539,000		1,548,488	100.62%		
Net Profit (Loss)	\$	-	\$	0		\$	-	\$	-			
DEBT SERVICE FUND												
Revenues	\$	1,046,638	\$	968,876	92.57%	\$	1,046,528	\$	962,756	92.00%		
Expenses		1,045,438		1,046,038	100.06%		1,046,328		1,047,388	100.10%		
Net Profit (Loss)	\$	1,200	\$	(77,162)		\$	200	\$	(84,632)			
INTEREST & SINKING DEBT FUND												
Revenues	\$	1,118,660	\$	1,216,054	108.71%	\$	796,782	\$	803,499	100.84%		
Expenses		1,105,660		1,086,144	98.23%		796,582		781,217	98.07%		
Net Profit (Loss)	\$	13,000	\$	129,909		\$	200	\$	22,282			

ITEM 5-1.

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

Acct #	Bank	Account Name	Account Type	Balance as of AUGUST 2024
Unrestricted Accounts				
984/2410	FSB	Operating Cash	Checking	\$ 1,265,321.44
		Add or Subtract Claim on Cash for Airport		270,003.48
2329	FSB	Golf Course Petty Cash	Checking	213.22
2711100002	TexPool	General Fund Reserve	Investment	5,338,664.63
Total Unrestricted				\$ 6,874,202.77

<i>75 Day Reserve Requirement</i>	3,750,000.00
<i>Unrestricted Cash over 75 day reserve</i>	\$ 3,124,202.77
<i>90 Day Reserve Requirement</i>	4,500,000.00
<i>Unrestricted Cash over 90 day reserve</i>	\$ 2,374,202.77

Restricted by Council Action

2711100011	TexPool	Capital Equipment Reserve	Investment	\$ 210,010.19
2188	FSB	Self Funded Equipment	M/M	80,863.28
2711100014	TexPool	Self Funded Equipment Reserve	Investment	490,779.53
2711100021	TexPool	YMCA/GHRC Capital Improvement	Investment	109,903.13
2711100029	TexPool	YMCA Land Sale Proceeds	Investment	10,042.33
2711100022	TexPool	Electric Capital Improvement	Investment	550,259.12
2711100020	TexPool	Street Rehab/Replacement Reserve	Investment	439,577.34
2711100023	TexPool	Water/WW Improvement	Investment	109,903.13
2711100018	TexPool	Golf Course Ops Reserve	Investment	689,450.92
2711100019	TexPool	Golf Course Capital Improvement Reserve	Investment	89,565.76
2711100031	TexPool	City Hall Reserve	Investment	1,716,743.61
Total Restricted by Council Action				\$ 4,497,098.34

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

Restricted by Purpose or Law

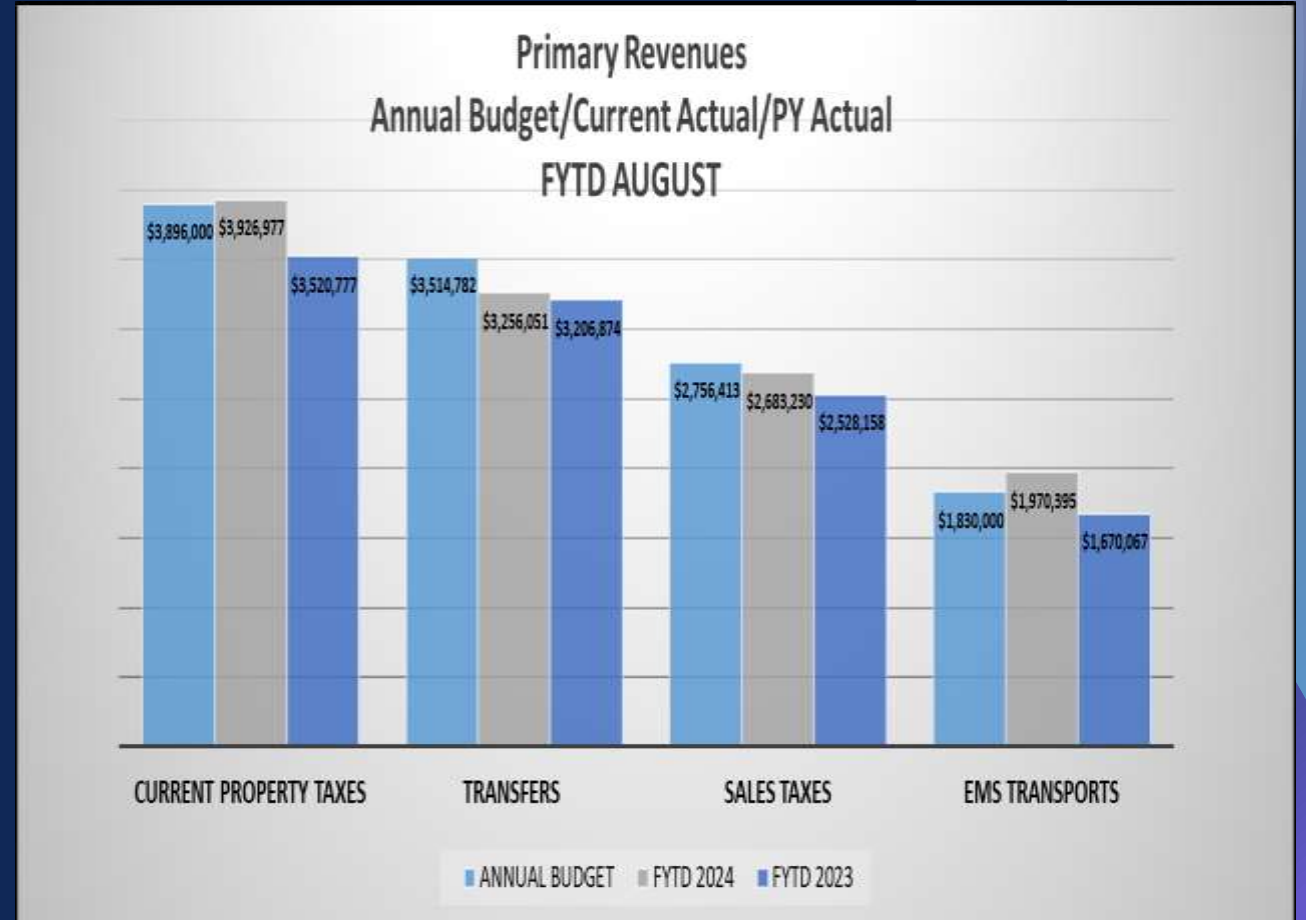
Acct #	Bank	Account Name	Account Type	Balance as of AUGUST 2024
1453	FSB	Debt Service	M/M	\$ 352,113.32
2402	FSB	Hotel Motel	M/M	147,231.18
2711100005	TexPool	Hotel Motel	Investment	57,458.05
2485	FSB	PD Seizure	M/M	5,099.16
2711100027	TexPool	Municipal Court Special Revenue	Investment	111,243.26
2711100025	TexPool	Impact Fees - Water	Investment	391,527.16
2543	FSB	Airport Reserve	M/M	-
		Add or Subtract Airport Claim on Cash		(270,003.48)
2711100009	TexPool	Airport Reserve	Investment	938,509.64
2711100030	TexPool	Airport Bond Proceeds	Investment	1,106,534.07
2576	FSB	Interest & Sinking Acct	M/M	273,134.83
2711100026	TexPool	Impact Fees - Wastewater	Investment	55,179.36
2592	FSB	BEDC	Super NOW	509,150.99
2711100010	TexPool	BEDC Reserve	Investment	1,014,831.13
70516	FSB	BEDC 281 Commercial Park Project	M/M	66,879.27
2675	FSB	Police Department Explorer Program	M/M	6,418.33
2691	FSB	Fire Department Explorer Program	M/M	3,628.83
2711100028	TexPool	Franchise Fee Account	Investment	171,967.98
3053	FSB	Parks Fund	M/M	60,147.03
58776	FSB	Fire Dept. Community Acct	M/M	15,934.67
2711100007	TexPool	TWDB 7	Investment	1,318.52
2711100006	TexPool	TWDB 6	Investment	1,157.19
143033000	US Bank	City of Burnet, Texas Combination Tax and Surplus	Investment	3,514.94
82-020-01-0	Bank of	City of Burnet 2012 TWDB Escrow	Investment	22,099.78
2711100017	TexPool	2021 CO - City Hall	Investment	4,299,699.56
62315	FSB	BEDC Bond Fund	Checking	20,517.37
2711100024	TexPool	Street Bond Reserve	Investment	87,129.32
TX01-0440-0004	Texas Class	2023 CO Adm/Street	Investment	4,213,919.42
2711100032	TexPool	BEDC Hotel Incentive	Investment	408,786.44
2711100033	TexPool	BEDC Tractor Supply Incentive	Investment	890,323.11
Total Restricted Cash				\$ 14,965,450.43
Total All Cash				\$ 26,336,751.54

CITY OF BURNET FINANCIAL REPORT

For the Period Ended August 31, 2024

GENERAL FUND

	ANNUAL BUDGET	ACTUAL FYTD AUG 2024	% OF BUDGET
REVENUES	\$15,442,407	\$15,167,788	98%
EXPENDITURES	14,878,137	\$13,298,272	89%
PROFIT (LOSS)	\$564,270	\$1,869,515	



GOLF FUND

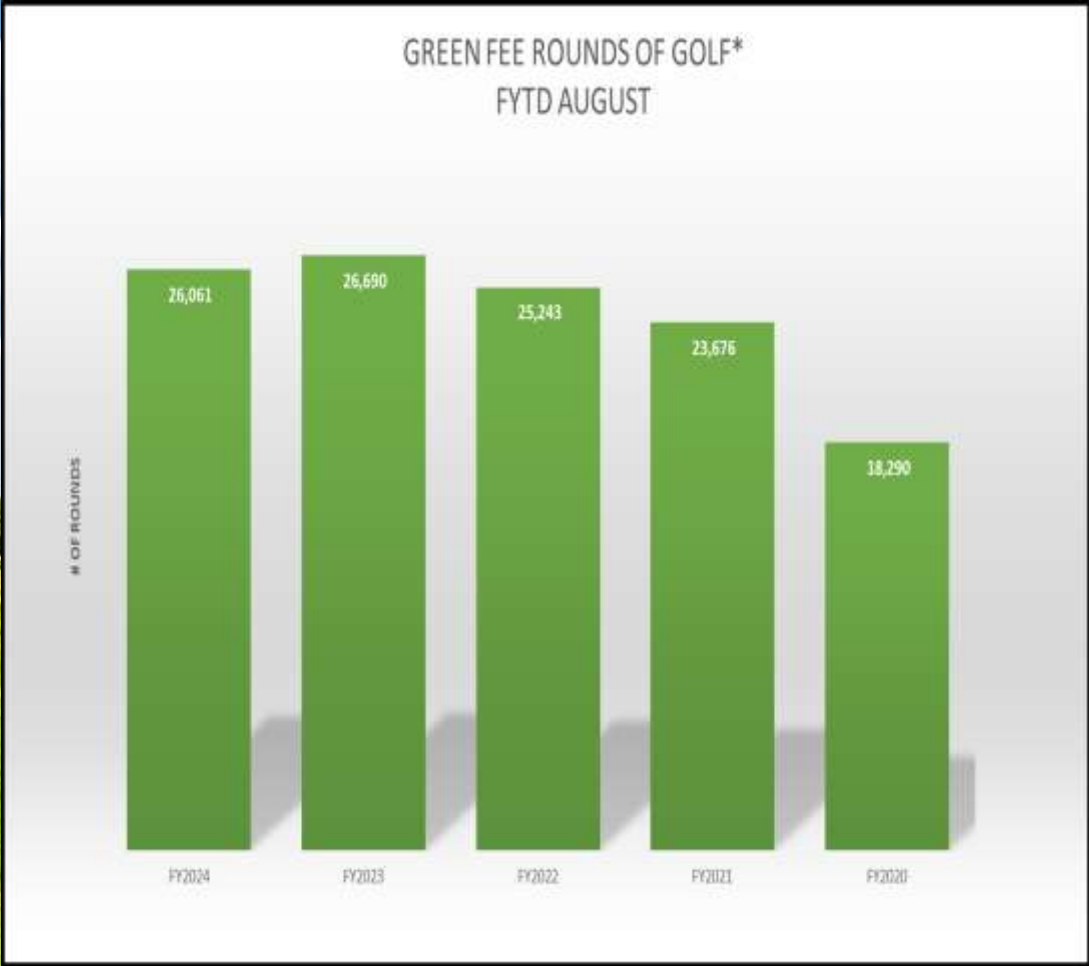
	ANNUAL BUDGET	ACTUAL FYTD AUG 2024	% OF BUDGET
REVENUES	\$2,144,918	\$2,397,900	112%
EXPENSES	2,077,634	1,886,401	91%
PROFIT (LOSS)	\$67,284	\$511,499	

AVERAGE REVENUE PER ROUND:

↑\$5.90

FYTD AUG 24 \$45.62

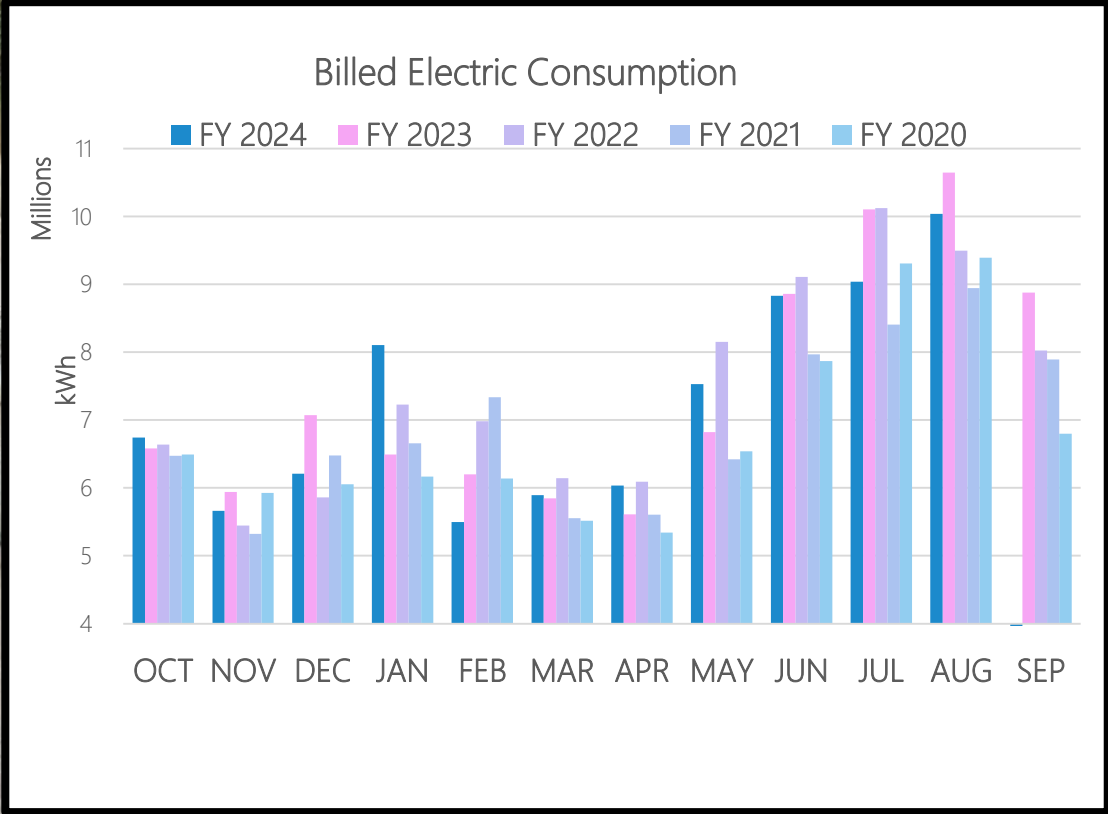
FYTD AUG 23 \$39.72



*Does not include annual dues or tournament rounds played.

ELECTRIC FUND

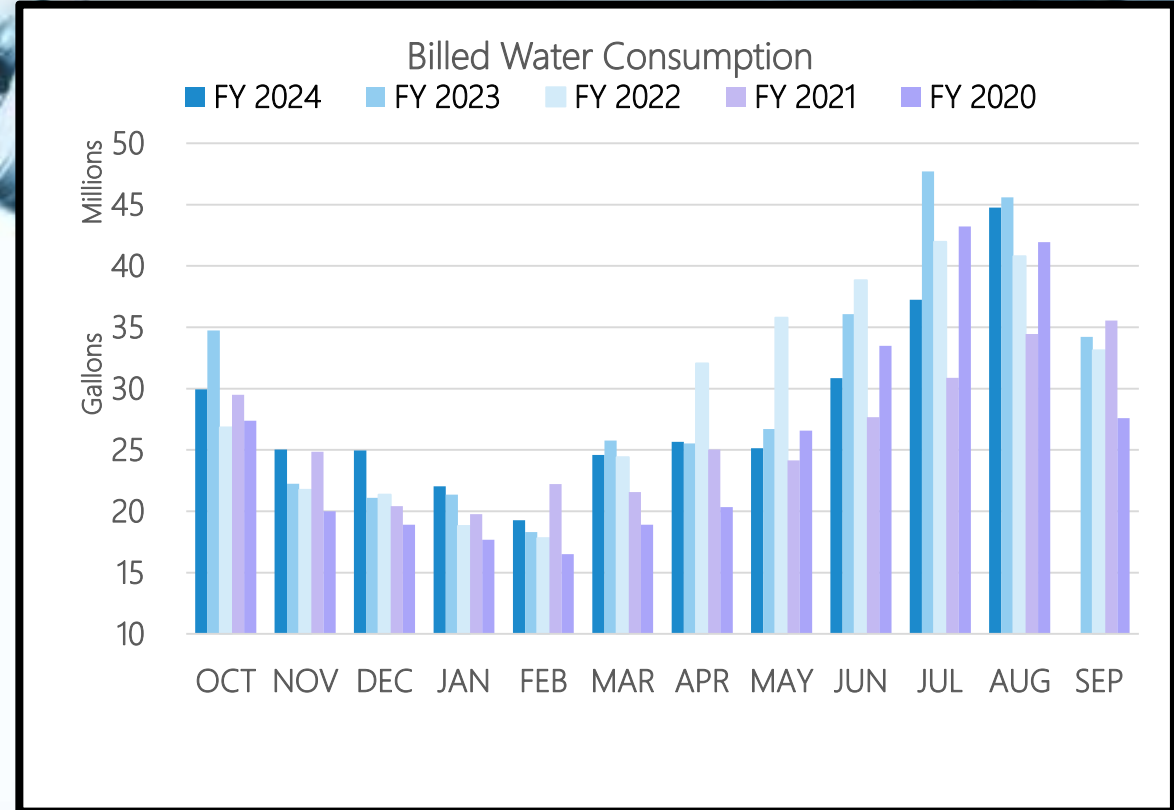
	ANNUAL BUDGET	ACTUAL FYTD AUG 2024	% OF BUDGET
REVENUES	\$4,300,026	\$4,102,816	95%
EXPENSES	3,926,232	3,593,186	92%
PROFIT (LOSS)	\$373,794	\$509,630	



YTD Consumption has decreased 0.74% over the prior year

WATER/WASTEWATER FUND

	ANNUAL BUDGET	ACTUAL FYTD AUG 2024	% OF BUDGET
REVENUES	\$4,707,667	\$4,394,565	93%
EXPENSES	4,465,763	3,948,430	88%
PROFIT (LOSS)	\$241,904	\$446,135	



YTD Consumption has decreased 4.79% over the prior year.

AIRPORT FUND

	ANNUAL BUDGET	ACTUAL FYTD AUG 2024	% OF BUDGET
REVENUES	\$335,757	\$328,809	98%
EXPENSES	254,246	182,499	72%
PROFIT (LOSS)	\$81,511	\$146,311	



CASH RESERVES AS OF AUGUST 31, 2024

UNRESTRICTED CASH RESERVE BALANCE	\$6,874,203
90 RESERVE REQUIREMENT	<u>4,500,000</u>
➤ UNRESTRICTED CASH BALANCE OVER 90 DAY RESERVE	<u>\$2,374,203</u>
➤ RESTRICTED BY COUNCIL CASH BALANCE	<u>\$4,497,098</u>

QUESTIONS

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

On this the 10th day of September 2024, the City Council of the City of Burnet convened in Regular Session, at 6:00 p.m. in the City of Burnet Council Chambers, located at 2402 S. Water, Burnet, TX thereof with the following members present, to-wit:

Mayor Gary Wideman
Council Members Cindia Talamantez, Tommy Gaut, Philip Thurman, Tres Clinton, Joyce Laudenschlager, Ricky Langley
City Manager David Vaughn
City Secretary Maria Gonzales

Guests: Haley Archer, Eric Belaj, Angie Beyer, Adrienne Feild, Mark Ingram, Leslie Kimbler, Patricia Langford, Brian Lee, Keith McBurnett, Thad Mercer, Tony Nash, Andrew Scott, Elizabeth De Los Santos, Ken & Beverly Graham, Bill Foulds, Bettye Foulds, Zac Neely, Rachel Jones, Darlene Denton, Jay Folia, Marilyn LeGault

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

INVOCATION: Led by Mayor Gary Wideman

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

Special Reports/Recognition
None.

CONSENT AGENDA:

Approval of the August 27, 2024, City Council Workshop Minutes

Approval of the August 27, 2024, City Council Regular Meeting Minutes

Council Member Philip Thurman moved to approve the consent agenda as presented. Council Member Cindia Talamantez seconded. The motion carried unanimously.

PUBLIC HEARINGS/ACTION:

3.1) Public Hearing and Action: AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2012-09 AND THE OFFICIAL FUTURE LAND USE MAP OF THE CITY BY ASSIGNING PROPERTY KNOWN AS 102 E VALLEY STREET FROM ITS PRESENT DESIGNATION OF RESIDENTIAL TO A DESIGNATION OF GOVERNMENT; 1005 S MAIN STREET FROM THE PRESENT DESIGNATION OF RESIDENTIAL TO A DESIGNATION OF GOVERNMENT; 904 S MAIN STREET FROM THE PRESENT DESIGNATION OF RESIDENTIAL TO A DESIGNATION OF GOVERNMENT; PROPERTY DESCRIBED AS ABS. A0187 BB CASTLEBERRY, TRACT IN CREEK BED 3.03 ACRES FROM THE PRESENT DESIGNATION OF RESIDENTIAL TO A DESIGNATION OF GOVERNMENT; PROPERTY DESCRIBED AS EAST JOHNSON STREET DRAINAGE EASEMENTS FROM THE PRESENT DESIGNATION OF RESIDENTIAL TO A DESIGNATION OF GOVERNMENT; AND HIGHLAND ACRES EAST LOT PARK, SEC. 3 AND HIGHLAND ACRES EAST SEC. 3 DRAINAGE AND UTILITY EASEMENT FROM THEIR PRESENT DESIGNATION OF RESIDENTIAL TO A DESIGNATION OF

GOVERNMENT; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: L. Kimbler: Leslie Kimbler, City Planner, presented the item to Council to conduct the public hearing, discuss, and take action on Ordinance 2024-38.

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

Consideration and action: Council Member Ricky Langley made a motion to approve Ordinance No. 2024-38 as presented. Council Member Joyce Laudenschlager seconded. The motion carried unanimously.

3.2) Public Hearing and Action: 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 REZONING PROPERTY KNOWN AS 102 E VALLEY STREET FROM THE PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; 1005 S MAIN STREET FROM THE PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; 904 S MAIN STREET FROM THE PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY DESCRIBED AS ABS. A0187 BB CASTLEBERRY, TRACT IN CREEK BED 3.03 ACRES FROM THE PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY DESCRIBED AS EAST SIDE WATER TANK LOT FROM THE PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY DESCRIBED AS EAST JOHNSON STREET DRAINAGE EASEMENTS FROM THE PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; AND HIGHLAND ACRES EAST LOT PARK, SEC. 3 AND HIGHLAND ACRES EAST SEC. 3 DRAINAGE EASEMENT FROM THEIR PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE

DATE: L. Kimbler: Leslie Kimbler, City Planner, presented the item to Council to conduct the public hearing, discuss, and take action on Ordinance 2024-39.

Public Hearing: Mayor Wideman opened the public hearing at 6:10 p.m. and asked if anyone was interested in speaking to approach the podium. There being no one wishing to speak, Mayor Wideman closed the public hearing at 6:10 p.m.

Consideration and action: Council Member Philip Thurman moved to approve Ordinance 2024-39 as presented. Council Member Tommy Gaut seconded. The motion carried unanimously.

3.3) Public Hearing and Action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING THE “REPLAT” OF PETER KERR PORTION SUBDIVISION, LOT 1-B, BLOCK 17: L. Kimbler: Leslie Kimbler, City Planner, presented the item to Council to conduct the public hearing, discuss, and take action on Resolution 2024-65.

Public Hearing: Mayor Wideman opened the public hearing at 6:12 p.m. and asked if anyone was interested in speaking to approach the podium. There being no one wishing to speak, Mayor

Wideman closed the public hearing at 6:12 p.m.

Consideration and action: Council Member Joyce Laudenschlager moved to approve Ordinance 2024-65 as presented. Council Member Cindia Talamantez seconded. The motion carried unanimously.

3.4) Public hearing and action: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING CITY CODE OF ORDINANCES SECTION 98-23 (ENTITLED “CONSTRUCTION PLANS”); AND AMENDING CHAPTER 98, APPENDIX “A” TO AMEND THE FEE “CONSTRUCTION PLANS INSPECTION AND TESTING”; PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; AND PROVIDING AN EFFECTIVE DATE: L. Kimbler: Mrs. Kimbler, City Planner, presented the item to Council to conduct the public hearing, discuss, and take action on Ordinance 2024-41.

Public Hearing: Mayor Wideman opened the public hearing at 6:15 p.m. and asked if anyone was interested in speaking to approach the podium. There being no one wishing to speak, Mayor Wideman closed the public hearing at 6:15 p.m.

Consideration and action: Council Member Tommy Gaut moved to approve Ordinance 2024-41 as presented. Council Member Tres Clinton seconded. The motion carried unanimously.

3.5) Public hearing and action: 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 REZONING PROPERTY KNOWN AS 402 AND 404 NORTH WATER STREET FROM ITS CURRENT DESIGNATIONS OF MEDIUM COMMERCIAL – DISTRICT “C-2” AND SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1”; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: L. Kimbler: Leslie Kimbler, City Planner, presented the item to Council to conduct the public hearing, discuss, and take action on Ordinance 2024-37.

Public Hearing: Mayor Wideman opened the public hearing at 6:23 p.m. and asked if anyone was interested in speaking to approach the podium. Bill Foulds, a resident in the surrounding neighborhood, spoke in favor of the ordinance. There being no one further wishing to speak, Mayor Wideman closed the public hearing at 6:25 p.m.

Consideration and action: Council Member Philip Thurman moved to approve Ordinance 2024-37 as presented. Council Member Tommy Gaut seconded. The motion carried unanimously.

ACTION ITEMS:

8.1) Discuss and consider action: Approval and authorization to station Free Little Libraries within City Parks: Darlene Denton: Darlene Denton, BCISD Staff, presented her Free Little Library program to Council. Mrs. Denton would like to place the libraries in City parks. Council Member Cindia Talamantez moved to approve the request as presented. Council Member Joyce Laudenschlager seconded the motion. The motion carried unanimously.

8.2) Discuss and consider action: Cancellation of the October 8, 2024, November 26, 2024, and December 24, 2024, Regular Council meetings: M. Gonzales: Cancellation of these meetings is due to conferences and upcoming holidays. Council Member Joyce Laudenschlager made a motion to approve the meeting cancellations as presented. Council Member Philip Thurman seconded. The motion carried unanimously.

8.3) Discuss and consider action: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING SECTION 110-36 (ENTITLED “BULK WATER SALES”) OF THE CODE OF ORDINANCES; INCREASING THE FEE FOR BULK WATER SALES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: K. McBurnett: Council Member Philip Thurman made a motion to approve Ordinance 2024-34 as presented. Council Member Tres Clinton seconded the motion. The motion carried unanimously.

8.4) Discuss and consider action: Approval and authorization to purchase a precast concrete accessible flush-restroom structure: T. Mercer: Council Member Ricky Langley made a motion to approve and authorize the purchase of a precast concrete restroom structure as presented. Council Member Joyce Laudenschlager seconded the motion. The motion carried unanimously.

8.5) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE EXTENSION OF THE PAYMENT DATE FOR THE PROMISSORY NOTE FOR THE SALE OF THE BEALLS PROPERTY TO THE BURNET ECONOMIC DEVELOPMENT CORPORATION: K. McBurnett: Council Member Joyce Laudenschlager made a motion to approve Resolution R2024-63 as presented. Council Member Philip Thurman seconded. The motion carried unanimously.

8.6) Discuss and consider action: AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING THE CITY CODE OF ORDINANCES SECTION 74-38 ENTITLED “GOLF COURSE RATES”; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE: T. Nash: Resident Ken Graham spoke on behalf of the ordinance. He stated his support of the ordinance but also asked Council to consider a discounted rate for Burnet citizens. Council Member Joyce Laudenschlager made a motion to approve Ordinance 2024-33 as presented. Council Member Cindia Talamantez seconded the motion. The motion carried unanimously.

8.7) Discuss and consider action: Appointment of up to Three Council Members to a Committee to Conduct a Comprehensive Review of the Appointments, Policies, and Practices for the Planning and Zoning Commission and the Board of Adjustments: T. Gaut: Mayor Gary Wideman made a motion to approve Tommy Gaut and Philip Thurman to a committee to conduct a comprehensive review of the Appointments, Policies, and Practices for the Planning And Zoning Commission and the Board of Adjustments. Council Member Joyce Laudenschlager seconded. The motion carried unanimously.

8.8) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING A MONUMENT SIGN RIGHTS-OF-WAY LICENSE AGREEMENT WITH THE CREEKFALL SUBDIVISION PHASES ONE AND TWO HOMEOWNERS’ ASSOCIATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY: L. Kimbler: Council Member Ricky Langley made a motion to approve R2024-66 as presented. Council Member Tres Clinton seconded the motion. The motion carried unanimously.

8.9) Discuss and consider action: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, ADOPTING THE OFFICIAL BUDGET FOR THE CITY OF BURNET, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING

SEPTEMBER 30, 2025, PROVIDING FOR THE INVESTMENT OF FUNDS; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: P. Langford: Council Member Joyce Laudenschlager made a motion to approve Ordinance 2024-35 as presented. The motion was seconded by Council Member Philip Thurman. The motion passed unanimously.

8.10) Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, RATIFYING THE CITY OF BURNET FISCAL YEAR 2024-2025

BUDGET: P. Langford: Council Member Tres Clinton made a motion to approve Resolution R2024-64 as presented. Council Member Joyce Laudenschlager seconded the motion. The motion carried unanimously.

8.11) Discuss and consider action: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, LEVYING AD VALOREM TAXES FOR USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND TERMINATING SEPTEMBER 30, 2025; PROVIDING FOR APPORTIONING EACH LEVY FOR SPECIFIC PURPOSES; AND PROVIDING WHEN TAXES SHALL BECOME DUE AND WHEN SAME SHALL BECOME DELINQUENT IF NOT PAID; PROVIDING OPEN MEETINGS CLAUSES AND PROVIDING FOR AN EFFECTIVE DATE: P. Langford: Council Member Philip Thurman made a motion to approve Ordinance 2024-36 as presented. The motion was seconded by Council Member Joyce Laudenschlager. The motion passed unanimously.

8.12) Discuss and consider action: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, CLOSING, VACATING, AND ABANDONING PORTIONS OF TATE STREET LOCATED WITHIN THE PETER KERR DONATION ADJACENT TO NORTH HALF OF 10 ACRE BLOCK 8 AND PORTION OF 10 ACRE BLOCK 14; CONDITIONALLY AUTHORIZING CONVEYANCE TO THE ABUTTING PROPERTY OWNERS; AND MAKING SAID ABANDONMENT AND VACATION SUBJECT TO RESERVATION AND DEDICATION OF PUBLIC UTILITY AND DRAINAGE EASEMENTS; DIRECTING THE CITY SECRETARY TO CAUSE AN INSTRUMENT OF ABANDONMENT TO BE RECORDED IN THE DEED RECORDS OF BURNET COUNTY AND PROVIDING AN EFFECTIVE DATE: L. Kimbler: Council Member Tommy Gaut moved to approve Ordinance 2024-40 as presented. The motion was seconded by Council Member Philip Thurman. The motion carried unanimously.

8.13) Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF CITY OF BURNET, TEXAS, OBJECTING TO THE ISSUANCE OF A TCEQ AIR QUALITY STANDARDS PERMIT FOR A ROCK AND CONCRETE CRUSHER FACILITY PROPOSED TO BE LOCATED AT 3221 FM 3509, BURNET COUNTY, TEXAS: D. Vaughn: Citizen Zac Neely spoke against the TCEQ Permit with concerns in regard to how the quarry would affect the surrounding citizens. Council Member Joyce Laudenschlager made a motion to approve Resolution R2024-68 as presented. The motion was seconded by Council Member Cindia Talamantez. Council Member Tres Clinton abstained from voting. The motion carried with 5 ayes and 1 abstain. Council Member Cindia Talamantez, Council Member Tommy Gaut, Council Member Philip Thurman, Mayor Gary Wideman, Council Member Joyce Laudenschlager, and Council Member Ricky Langley voted in favor of Resolution R2024-68 as presented. The motion carried.

8.14) Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING AN EXCEPTION TO THE CODE OF ORDINANCES, SECTION 118-62 – LANDSCAPING, FOR THE TRACTOR SUPPLY COMPANY STORE LOCATED AT 115 RICHARD SANDERS PARKWAY: L. Kimbler: Mayor Gary Wideman made a motion to approve Resolution R2024-67, granting Tractor Supply Company an exception to the landscaping requirements, reducing the minimum number of trees to 30 and the minimum number of shrubs to 200. Council Member Tommy Gaut seconded the motion, and it passed unanimously.

EXECUTIVE SESSION:

9.1) Pursuant to Section 551.072 Texas Government Code to deliberate the purchase, exchange, lease, or value of real property in order to minimize the detrimental effect of such discussion in open session on the position of the Council in negotiations with third parties for property located in the City limits of Burnet, Texas: D. Vaughn: Mayor Gary Wideman made a motion to convene to Executive Session at 7:31 p.m. Council Member Tommy Gaut seconded. The motion carried unanimously.

The City Council may take action on any of the matters considered in executive session once the City Council reconvenes in open session:

RECONVENE TO REGULAR SESSION FOR POSSIBLE ACTION:

10.1) Discuss and consider action: Regarding deliberations of the purchase, exchange, lease, or value of real property located in the City limits of Burnet, Texas: D. Vaughn

Discuss and consider action: Regarding deliberations of the purchase, exchange, lease, or value of real property located in the City limits of Burnet, Texas: D. Vaughn: Mayor Gary Wideman made a motion to reconvene to regular session. Council Member Philip Thurman seconded the motion. The motion carried unanimously.

No action taken.

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 Mayor Gary Wideman at 7:42 p.m. Council Member Philip Thurman seconded. The motion carried unanimously.

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary

COUNTY OF BURNET §
STATE OF TEXAS §

INTERLOCAL COOPERATION CONTRACT

This **INTERLOCAL COOPERATION CONTRACT** (“Contract”) is executed by and between, **BURNET COUNTY**, hereinafter referred to as the “County,” and the **CITY OF BURNET**, Texas, a home rule municipal corporation organized under the laws of the State of Texas, hereinafter referred to as the “City,” acting by and through their duly authorized representatives.

WHEREAS, the City of Burnet and Burnet County are local governments as defined in §791.003 of the Texas Government Code, and

WHEREAS, the County owns and operates the Herman Brown Free Library in Burnet, and

WHEREAS, the Interlocal Cooperation Act specifically lists library services as a governmental service, and provides for interlocal contracts for library services, and

WHEREAS, both the County and the City desire to enter into an Interlocal Cooperation Contract, pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code, with the stated purpose of providing financial support for the Herman Brown Free Library.

NOW, THEREFORE, for and in consideration of the covenants, conditions, and undertakings, hereinafter described, and the benefits to accrue to the citizens of the City, the parties’ contract, covenant and agree to provide certain governmental services and functions as follows:

Section 1. Purpose.

The purpose of this Contract is to provide support for the County’s Herman Brown Free Library, which provides library services to the residents of the City of Burnet.

Section 2. Duties of the City.

- a. Utility Credits. The City agrees to provide utility credits to the Herman Brown Free Library, Burnet, Texas, in an amount not to exceed \$11,000.00 for the term of this contract.
- b. Contribution: The City agrees to provide a five-thousand-dollar (\$5,000.00) contribution to the Herman Brown Free Library, Burnet, Texas.

Section 3. Duties of the County.

- a. Conflict of Interests. County covenants and agrees that it presently has no interest and will not acquire, direct or indirect which conflict with its efficient, diligent faithful performance of the terms of this contract and agreement. This agreement shall not be assigned or transferred by County without prior written consent of the City.

- b. Use of City Funds. County covenants to use the funds provided by the City pursuant to Section (1) (b) this Contract solely for the purchase of books at the Herman Brown Free Library.

- c. Reporting. The County will provide the City with an annual report on the use of the funds or credit allocated to them by September 1st of each year. The report shall include the number of City of Burnet citizens who have benefitted directly from the donation as well as a general statement of the use of funds.

Section 4. Term. This Contract shall commence on October 1, 2024, and shall continue in effect until September 30, 2025, unless terminated in writing by the City or the County.

Section 5. Authorization by Governing Bodies. The parties agree that, in order for this Contract to take effect, it must be authorized by each governing body in conformance with Texas Government Code 791.011(d)(1).

Section 6. Use of Current Revenues. The City and County covenant that each party paying for the performance of governmental functions or services pursuant to this Contract must make those payments from current revenues available to the paying party in conformance with Texas Local Government Code 701.011(d)(3).

Section 7. Amendments and Modifications. This Contract may not be amended or modified except in writing executed by the City and County and authorized by both parties.

Section 8. Captions. The descriptive captions of this Contract are for informational purposes only and shall in no way limit or effect the terms or conditions of the paragraphs.

Section 9. Severability. The sections, paragraphs, clauses, and phrases of this Contract are severable and, if any phrase, clause, sentence, paragraph, or section of this Contract should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, or paragraphs, and sections of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by their duly authorized agents and officers.

SIGNED AND APPROVED this the 24th day of September 2024.

Gary Wideman, Mayor

County Judge, Burnet County

ATTEST:

Title

Maria Gonzales, City Secretary

Burnet County Clerk

STATE OF TEXAS
COUNTY OF BURNET

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NON-PROFIT ORGANIZATION FUNDING AGREEMENT

This Agreement (the “Agreement”) is entered into by and between Burnet County Heritage Society (“Recipient”), and the City of Burnet, a Texas home rule municipal corporation (“City”). Recipient and City are jointly referred to herein as the “parties” and individually as a “party.”

RECITALS:

Whereas, City has made it a priority to support the preservation of artifacts and the history of the City of Burnet (hereinafter “Public Services”) to benefit the public health safety and welfare; and

Whereas, Recipient, is a Texas non-profit organization whose mission includes providing such Public Services; and

Whereas, City’s Council deems it appropriate to provide a grant of funds to Recipient to defray some of the costs in Recipient’s delivery of services to members of the community; and

Whereas, City’s Council approved this Agreement at the September 24, 2024, regularly scheduled meeting.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Recipient agree as follows:

**ARTICLE 1
RECITALS**

1.01 Recitals incorporated. The foregoing recitals are hereby incorporated herein for all purposes.

**ARTICLE 2
TERM**

2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2025.

**ARTICLE 3
TERMS AND CONDITIONS**

3.01 Public Services. Recipient agrees to provide the Public Services described as follows: preserve the history and collected historical artifacts to include Fort Croghan through an efficient and informative preservation program that provides the community with the historical origins of the City of Burnet and Burnet County.

3.01.01 Special Conditions: Intentionally Blank.

3.02 City's Contribution. In consideration for the public services provided by Recipient, City agrees to cover all monthly costs related to the provision of City of Burnet Utility water, wastewater, electric and garbage service to the Burnet County Heritage Society located at 703 Buchanan Drive, Burnet, Texas, in an amount, not to exceed, \$4,500.00 ("Total Value Amount").

3.03 Payments. Intentionally blank.

3.04 Covenant. Recipient covenants and agrees that in providing the Public Services it shall not discriminate based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity.

**ARTICLE 4
REPORTS**

4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2025.

4.02 Report content. Reports shall provide information on the project including total revenues, total expenses, and information regarding the impact of the Public Services, including the number of City of Burnet Citizens directly benefiting from the Program. Reports shall be in a form acceptable to the City Manager.

**ARTICLE 5
DUTY TO CITY**

5.01 Recipient's Duty to City. Recipient acknowledges that, pursuant to the terms of this Agreement, it has a fiduciary duty to the City with respect to its handling and use of the Payments provided under this Agreement.

**ARTICLE 6
RECORDS**

6.01 Records. Recipient shall maintain (or cause to be maintained) current and complete books and records reflecting expenditures of the Payments received under this Agreement. In the event a litigant in a judicial proceeding or an

authorized state agency, challenges any aspect of the City’s Payment to Recipient under this Agreement Recipient shall make such book and records available to the City or the court, or such other state agency for inspection during normal business hours upon reasonable advance notice. All such records to the extent considered public records which fall within the provisions of the Texas Government Code, Section 572.001, *et seq.*, may be subject to disclosure and Recipient shall cooperate fully with City in timely producing all such records in response to any public request for same.

**ARTICLE 7
AUDIT**

7.01 In the event a litigant in a judicial proceeding, or authorized state agency, challenges any aspect of the City’s payments this Agreement City reserves the right for City’s internal audit department personnel, or an independent certified public accounting firm selected by City, to conduct examinations, during normal business hours, of the books and records maintained by Recipient with respect to the Payments received under this Agreement, which books and records shall be made available to City at a mutually agreeable location in Burnet County, Texas, upon at least thirty (30) days’ notice to Recipient of City’s inspection and audit.

**ARTICLE 8
DEFAULT**

8.01 Recipient Default. City may terminate this Agreement by furnishing written notice to Recipient if at any time during the term of this Agreement Recipient materially fails to perform any of its obligations hereunder and such failure to perform such covenant continues for thirty (30) days after written notice given by City to Recipient.

**ARTICLE 9
LIABILITY OF RECIPIENT AND CITY**

9.01 No Liability of City Personnel. Recipient agrees that no provision of this Agreement is intended to or shall be interpreted to negate or diminish any statutory or common law rights the City may have to immunity under the laws of the State of Texas. Further, Recipient agrees that under no circumstances shall any officer or employee of City be personally liable for any of the obligations of City under this Agreement.

9.02 **INDEMNIFICATION. RECIPIENT AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS CITY, ITS AGENTS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AND AFFILIATES, OF AND FROM ANY AND ALL PRESENT OR FUTURE CLAIMS, DEMANDS OR CAUSES OF ACTION THAT MAY ACCRUE ON ACCOUNT OF, OR IN ANY WAY ARISING OUT OF, RECIPIENT’S WRONGFUL ACTS AND/OR OMISSIONS UNDER THIS**

AGREEMENT AND/OR RECIPIENT’S MISUSE OF PUBLIC REVENUES AND/OR THE MISMANAGEMENT OF SUCH REVENUES.

- 9.03 Reimbursement of Funds. If this Agreement or the use of Payments under this Agreement is deemed to be impermissible by a court having jurisdiction over the Parties and subject matter, then Recipient agrees to pay back to the City any Payments made by the City that were adjudicated to have been impermissibly paid by City to Recipient or misspent by Recipient.
- 9.04 City’s Liability Limitations. Should City fail to timely, fully, and completely comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement, such failures shall be an Act of Default by City and City shall have sixty (60) days to cure and remove the Default upon receipt of written notice to do so from Recipient. Further, Recipient specifically agrees that City’s liability under this Agreement shall in no event exceed the Total Value Amount, less any Payments received by Recipient; and City shall not be liable to Recipient for any other actual, incidental, or consequential damages, direct or indirect, or interest for any Act of Default by City under the terms of this Agreement.
- 9.05 Attorney’s Fees. Neither Party shall be liable to the other for any Attorney’s Fees or costs incurred in the enforcement of this Agreement; except the City shall be entitled to recover reasonable and necessary attorney’s fees, expert witness fees and court costs, incurred to recover Payments made under this Agreement that were adjudicated by a court of competent jurisdiction to have been impermissibly paid by City to Recipient or misspent by Recipient.

**ARTICLE 10
NOTICE**

- 10.01 Notice. Any notice provided for in or permitted under this Agreement shall be made in writing and may be given or served by: (i) delivering the same in person to the Party to be notified, (ii) depositing the same in the United States mail, postage prepaid, registered or certified with return receipt requested, and addressed to the Party to be notified at the address herein specified, or (iii) delivery by private courier with proof of delivery required. If notice is deposited in the United States mail pursuant to (ii) of this Article, it will be effective from and after the date of receipt or delivery thereof if refused. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purpose of notice, the address of the parties shall be, until changed as hereinafter provided for, as follows:

If to City: City of Burnet
 Attention: City Manager
 PO Box 1369
 1001 Buchanan Street, Suite 4

Burnet, Texas 78611

If to Recipient: Burnet County Heritage Society
P.O. Box 74
Burnet, TX 78611

The Parties shall have the right, at any time, to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other Party. Each Party shall have the right from time to time to specify additional parties to whom notice hereunder must be given by delivering to the other Party fifteen (15) days' written notice thereof setting forth the address of such additional party or parties; provided, however, that neither Party shall have the right to designate more than two (2) such additional parties. Notice required to be delivered hereunder to either Party shall not be deemed to be effective until the additional parties, if any, designated by such Party have been given notice in a manner deemed effective pursuant to the terms of this Article.

**ARTICLE 11
RELATIONSHIP**

Recipient shall at all times be the independent contractor of City and not the employee or agent of City, with respect to the matters provided for herein. Recipient shall have no right or power to contract with third parties for, on behalf of, or in the name of City or to otherwise bind or obligate the City.

**ARTICLE 12
ASSIGNMENT**

12.01 Binding Effect. This Agreement shall be binding upon and inure to the benefit of Parties and their respective heirs, representatives, successors and permitted assigns.

12.02 Assignment by Recipient. Recipient shall not have the right to assign its rights hereunder without the expressed prior written consent of City.

**ARTICLE 13
MISCELLANEOUS**

13.01 Amendments. This Agreement may be amended only by a written instrument so stating which is executed by the Parties hereto.

13.02 Authority. The person executing this Agreement on behalf of Recipient and City each represents that he/she has the power and authority to do so and to bind his/her principal to the terms of this Agreement.

- 13.03 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same agreement.
- 13.04 Exhibits. Intentionally deleted.
- 13.05 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, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- 13.06 Governing Law and Venue. This Agreement shall be construed, interpreted, and applied in accordance with and shall be governed by the laws applicable to the State of Texas. Venue for any disputes arising under this Agreement shall be in Burnet County, Texas.
- 13.07 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- 13.08 Severability. If any provision of this Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby but shall be enforced to the greatest extent permitted by law.
- 13.09 Waivers. No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof or of any breach of any other provision hereof.

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

THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1st DAY OF OCTOBER, 2024.

RECIPIENT:

Burnet County Heritage Society
A not-for-profit organization

By: _____

Name: _____

Title: _____

Date: _____

CITY:

CITY OF BURNET, TEXAS,
A Texas home-rule municipality

By: _____
Gary Wideman, Mayor

Date: _____

ATTEST:

Maria Gonzales, City Secretary

COUNTY OF BURNET §
STATE OF TEXAS §

INTERLOCAL COOPERATION AGREEMENT

This **INTERLOCAL COOPERATION AGREEMENT** ("Agreement") is executed by and between the **CAPITAL AREA RURAL TRANSPORTATION SYSTEM**, P.O. Box 6050, Austin, TX 78762 hereinafter referred to as "CARTS", and the **CITY OF BURNET**, Texas, a home rule municipal corporation organized under the laws of the State of Texas, hereinafter referred to as the "City", acting by and through their duly authorized representatives.

WHEREAS, the City of Burnet is a local government as defined in 791.003 of the Texas Government Code, and

WHEREAS, the CARTS District is a rural/urban transit district organized under Chapter 458 of the Texas Transportation Code as a political subdivision of the state and an entity responsible for transit services in a 7200 square mile nine-county area which includes the non-urbanized areas of Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Travis and Williamson counties; and

WHEREAS, both the City of Burnet and CARTS desire to enter into an Agreement which will help provide rural transportation at an affordable rate for the citizens of the city, and

NOW, THEREFORE, for and in consideration of the covenants, conditions and undertakings hereinafter described, and the benefits to accrue to the citizens of the City, the parties' contract, covenant and agree to provide certain services and functions as follows:

Section 1. Program Funding Assistance. The City agrees to provide program funding assistance to CARTS in an amount not to exceed \$8,000 for the term of this Agreement

Section 2. Conflict of Interests. CARTS covenants and agrees that it presently has no interest and will not acquire, direct or indirect which conflicts with its efficient, diligent faithful performance of the terms of this contract and agreement. This agreement shall not be assigned or transferred by CARTS without prior written consent of the City.

Section 3. Agreement Period. This Agreement shall commence on October 1, 2024, and shall continue in effect until September 30, 2025, unless terminated in writing by the City or CARTS.

Section 4. Reporting. CARTS will provide the City with an annual report on the use of the funds or credit allocated to them by September 1 of each year. The report shall include the number of City of Burnet citizens who have benefited directly from the donation as well as a general statement of the use of the funds.

Section 5. Amendments and Modifications. This Agreement may not be amended or modified except in writing executed by the City and CARTS and authorized by both parties.

Section 6. Captions. The descriptive captions of this Agreement are for informational purposes only and shall in no way limit or effect the terms or conditions of the paragraphs.

Section 7. Severability. The sections, paragraphs, clauses and phrases of this Agreement are severable and, if any phrase, clause, sentence, paragraph, or section of this Agreement should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, or paragraphs, and sections of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized agents and officers.

SIGNED AND APPROVED this the 24th day of September 2024.

Gary Wideman, Mayor

CARTS

ATTEST:

Title

Maria Gonzales, City Secretary

COUNTY OF BURNET

§

NON-PROFIT ORGANIZATION FUNDING AGREEMENT

This Agreement (the "Agreement") is entered into by and between Opportunities for Williamson and Burnet Counties (OWBC) ("Recipient"), and the City of Burnet, a Texas home rule municipal corporation ("City"). Recipient and City are jointly referred to herein as the "parties" and individually as a "party."

RECITALS:

Whereas, City has made it a priority to support senior nutrition for citizens over the age of 60 or disabled that need assistance with nutritious meal service and are unable to provide for themselves (hereinafter "Public Services") to benefit the public health safety and welfare; and

Whereas, Recipient, is a Texas non-profit organization whose mission includes providing such Public Services; and

Whereas, City's Council deems it appropriate to provide a grant of funds to Recipient to defray some of the costs in Recipient's delivery of services to members of the community; and

Whereas, City's Council approved this Agreement at September 24, 2024, regularly scheduled meeting.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Recipient agree as follows:

ARTICLE 1
RECITALS

1.01 Recitals incorporated. The foregoing recitals are hereby incorporated herein for all purposes.

ARTICLE 2
TERM

2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2025.

ARTICLE 3
TERMS AND CONDITIONS

- 3.01 Public Services. Recipient agrees to provide the Public Services described as follows: support senior nutrition for citizens over the age of 60 or disabled that need assistance with nutritious meal service and are unable to provide for themselves.
- 3.01.01 Special Conditions: Intentionally Blank.
- 3.02 City's Contribution. In consideration for the public services provided by Recipient, City agrees to provide program funding for Senior Nutrition Services to the community including but not limited to providing meals to participants aged 60 and older or disabled persons in an amount, not to exceed, \$15,000.00 ("Total Value Amount").
- 3.03 Payments. Intentionally blank.
- 3.04 Covenant. Recipient covenants and agrees that in providing the Public Services it shall not discriminate based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity.

**ARTICLE 4
REPORTS**

- 4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2025.
- 4.02 Report content. Reports shall provide information on the project including total revenues, total expenses, and information regarding the impact of the Public Services, including the number of City of Burnet Citizens directly benefiting from the Program. Reports shall be in a form acceptable to the City Manager.

**ARTICLE 5
DUTY TO CITY**

- 5.01 Recipient's Duty to City. Recipient acknowledges that, pursuant to the terms of this Agreement, it has a fiduciary duty to the City with respect to its handling and use of the Payments provided under this Agreement.

**ARTICLE 6
RECORDS**

- 6.01 Records. Recipient shall maintain (or cause to be maintained) current and complete books and records reflecting expenditures of the Payments received under this Agreement. In the event a litigant in a judicial proceeding or an

authorized state agency, challenges any aspect of the City’s Payment to Recipient under this Agreement Recipient shall make such book and records available to the City or the court, or such other state agency for inspection during normal business hours upon reasonable advance notice. All such records to the extent considered public records which fall within the provisions of the Texas Government Code, Section 572.001, *et seq.*, may be subject to disclosure and Recipient shall cooperate fully with City in timely producing all such records in response to any public request for same.

**ARTICLE 7
AUDIT**

7.01 In the event a litigant in a judicial proceeding, or authorized state agency, challenges any aspect of the City’s payments this Agreement City reserves the right for City’s internal audit department personnel, or an independent certified public accounting firm selected by City, to conduct examinations, during normal business hours, of the books and records maintained by Recipient with respect to the Payments received under this Agreement, which books and records shall be made available to City at a mutually agreeable location in Burnet County, Texas, upon at least thirty (30) days’ notice to Recipient of City’s inspection and audit.

**ARTICLE 8
DEFAULT**

8.01 Recipient Default. City may terminate this Agreement by furnishing written notice to Recipient if at any time during the term of this Agreement Recipient materially fails to perform any of its obligations hereunder and such failure to perform such covenant continues for thirty (30) days after written notice given by City to Recipient.

**ARTICLE 9
LIABILITY OF RECIPIENT AND CITY**

9.01 No Liability of City Personnel. Recipient agrees that no provision of this Agreement is intended to or shall be interpreted to negate or diminish any statutory or common law rights the City may have to immunity under the laws of the State of Texas. Further, Recipient agrees that under no circumstances shall any officer or employee of City be personally liable for any of the obligations of City under this Agreement.

9.02 **INDEMNIFICATION. RECIPIENT AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS CITY, ITS AGENTS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AND AFFILIATES, OF AND FROM ANY AND ALL PRESENT OR FUTURE CLAIMS, DEMANDS OR CAUSES OF ACTION THAT MAY ACCRUE ON ACCOUNT OF, OR IN ANY WAY ARISING OUT OF, RECIPIENT’S WRONGFUL ACTS AND/OR OMISSIONS UNDER THIS**

AGREEMENT AND/OR RECIPIENT’S MISUSE OF PUBLIC REVENUES AND/OR THE MISMANAGEMENT OF SUCH REVENUES.

- 9.03 Reimbursement of Funds. If this Agreement or the use of Payments under this Agreement is deemed to be impermissible by a court having jurisdiction over the Parties and subject matter, then Recipient agrees to pay back to the City any Payments made by the City that were adjudicated to have been impermissibly paid by City to Recipient or misspent by Recipient.
- 9.04 City’s Liability Limitations. Should City fail to timely, fully and completely comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement, such failures shall be an Act of Default by City and City shall have sixty (60) days to cure and remove the Default upon receipt of written notice to do so from Recipient. Further, Recipient specifically agrees that City’s liability under this Agreement shall in no event exceed the Total Value Amount, less any Payments received by Recipient; and City shall not be liable to Recipient for any other actual, incidental or consequential damages, direct or indirect, or interest for any Act of Default by City under the terms of this Agreement.
- 9.05 Attorney’s Fees. Neither Party shall be liable to the other for any Attorney’s Fees or costs incurred in the enforcement of this Agreement; except the City shall be entitled to recover reasonable and necessary attorney’s fees, expert witness fees and court costs, incurred to recover Payments made under this Agreement that were adjudicated by a court of competent jurisdiction to have been impermissibly paid by City to Recipient or misspent by Recipient.

**ARTICLE 10
NOTICE**

- 10.01 Notice. Any notice provided for in or permitted under this Agreement shall be made in writing and may be given or served by: (i) delivering the same in person to the Party to be notified, (ii) depositing the same in the United States mail, postage prepaid, registered or certified with return receipt requested, and addressed to the Party to be notified at the address herein specified, or (iii) delivery by private courier with proof of delivery required. If notice is deposited in the United States mail pursuant to (ii) of this Article, it will be effective from and after the date of receipt or delivery thereof if refused. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purpose of notice, the address of the parties shall be, until changed as hereinafter provided for, as follows:

If to City: City of Burnet
 Attention: City Manager
 PO Box 1369, 1001 Buchanan Street, Suite 4
 Burnet, Texas 78611

If to Recipient: Opportunities for Williamson and Burnet Counties
604 High Tech Drive
Georgetown, Texas 78627

The Parties shall have the right, at any time, to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other Party. Each Party shall have the right from time to time to specify additional parties to whom notice hereunder must be given by delivering to the other Party fifteen (15) days' written notice thereof setting forth the address of such additional party or parties; provided, however, that neither Party shall have the right to designate more than two (2) such additional parties. Notice required to be delivered hereunder to either Party shall not be deemed to be effective until the additional parties, if any, designated by such Party have been given notice in a manner deemed effective pursuant to the terms of this Article.

**ARTICLE 11
RELATIONSHIP**

Recipient shall at all times be the independent contractor of City and not the employee or agent of City, with respect to the matters provided for herein. Recipient shall have no right or power to contract with third parties for, on behalf of, or in the name of City or to otherwise bind or obligate the City.

**ARTICLE 12
ASSIGNMENT**

12.01 Binding Effect. This Agreement shall be binding upon and inure to the benefit of Parties and their respective heirs, representatives, successors and permitted assigns.

12.02 Assignment by Recipient. Recipient shall not have the right to assign its rights hereunder without the expressed prior written consent of City.

**ARTICLE 13
MISCELLANEOUS**

13.01 Amendments. This Agreement may be amended only by a written instrument so stating which is executed by the Parties hereto.

13.02 Authority. The person executing this Agreement on behalf of Recipient and City each represents that he/she has the power and authority to do so and to bind his/her principal to the terms of this Agreement.

- 13.03 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same agreement.
- 13.04 Exhibits. Intentionally deleted.
- 13.05 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, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- 13.06 Governing Law and Venue. This Agreement shall be construed, interpreted and applied in accordance with and shall be governed by the laws applicable to the State of Texas. Venue for any disputes arising under this Agreement shall be in Burnet County, Texas.
- 13.07 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- 13.08 Severability. If any provision of this Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby but shall be enforced to the greatest extent permitted by law.
- 13.09 Waivers. No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof or of any breach of any other provision hereof.

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

THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1st DAY OF OCTOBER 2024.

RECIPIENT:

Opportunities for Williamson and Burnet Counties (OWBC)
A not-for-profit organization

By: _____

Name: _____

Title: _____

Date: _____

CITY:

CITY OF BURNET, TEXAS,
A Texas home-rule municipality

By: _____
Gary Wideman, Mayor

Date: _____

ATTEST:

Maria Gonzales, City Secretary

STATE OF TEXAS
COUNTY OF BURNET

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NON-PROFIT ORGANIZATION FUNDING AGREEMENT

This Agreement (the “Agreement”) is entered into by and between the Hill County Children’s Advocacy Center (“Recipient”), and the City of Burnet, a Texas home rule municipal corporation (“City”). Recipient and City are jointly referred to herein as the “parties” and individually as a “party.”

RECITALS:

WHEREAS, City has made it a priority to provide a voice for children who may be suffering from abuse or neglect (hereinafter “Public Services”) to benefit the public health safety and welfare; and

WHEREAS, Recipient, is a Texas non-profit organization whose mission includes providing such Public Services; and

WHEREAS, City’s Council deems it appropriate to provide a grant of funds to Recipient to defray some of the costs in Recipient’s delivery of services to members of the community; and

WHEREAS, City’s Council approved this Agreement at September 24, 2024, regularly scheduled meeting.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Recipient agree as follows:

**ARTICLE 1
RECITALS**

1.01 Recitals incorporated. The foregoing recitals are hereby incorporated herein for all purposes.

**ARTICLE 2
TERM**

2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2025.

**ARTICLE 3
TERMS AND CONDITIONS**

- 3.01 Public Services. Recipient, agrees to provide the Public Services described as follows: provide children and families a stable path to justice and healing through efficient, coordinated, and trauma-informed services in the aftermath of abuse or violent crime
 - 3.01.01 Special Conditions: Intentionally Blank.
- 3.02 City’s Contribution. In consideration for the public services provided by Recipient, City agrees to provide program funding assistance in the amount of \$17,200.00. The \$17,200.00 is the “Total Value Amount” of the City’s obligation under this Agreement.
- 3.03 Payments. Intentionally blank.
- 3.04 Covenant. Recipient covenants and agrees that in providing the Public Services it shall not discriminate based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity.

**ARTICLE 4
REPORTS**

- 4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2025.
- 4.02 Report content. Reports shall provide information on the project including total revenues, total expenses, and information regarding the impact of the Public Services, including the number of City of Burnet Citizens directly benefiting from the Program. Reports shall be in a form acceptable to the City Manager.

**ARTICLE 5
DUTY TO CITY**

- 5.01 Recipient’s Duty to City. Recipient acknowledges that, pursuant to the terms of this Agreement, it has a fiduciary duty to the City with respect to its handling and use of the Payments provided under this Agreement.

**ARTICLE 6
RECORDS**

- 6.01 Records. Recipient shall maintain (or cause to be maintained) current and complete books and records reflecting expenditures of the Payments received under this Agreement. In the event a litigant in a judicial proceeding or an authorized state agency, challenges any aspect of the City’s Payment to

Recipient under this Agreement Recipient shall make such book and records available to the City or the court, or such other state agency for inspection during normal business hours upon reasonable advance notice. All such records to the extent considered public records which fall within the provisions of the Texas Government Code, Section 572.001, *et seq.*, may be subject to disclosure and Recipient shall cooperate fully with City in timely producing all such records in response to any public request for same.

ARTICLE 7 AUDIT

- 7.01 In the event a litigant in a judicial proceeding, or authorized state agency, challenges any aspect of the City's payments this Agreement City reserves the right for City's internal audit department personnel, or an independent certified public accounting firm selected by City, to conduct examinations, during normal business hours, of the books and records maintained by Recipient with respect to the Payments received under this Agreement, which books and records shall be made available to City at a mutually agreeable location in Burnet County, Texas, upon at least thirty (30) days' notice to Recipient of City's inspection and audit.

ARTICLE 8 DEFAULT

- 8.01 Recipient Default. City may terminate this Agreement by furnishing written notice to Recipient if at any time during the term of this Agreement Recipient materially fails to perform any of its obligations hereunder and such failure to perform such covenant continues for thirty (30) days after written notice given by City to Recipient.

ARTICLE 9 LIABILITY OF RECIPIENT AND CITY

- 9.01 No Liability of City Personnel. Recipient agrees that no provision of this Agreement is intended to or shall be interpreted to negate or diminish any statutory or common law rights the City may have to immunity under the laws of the State of Texas. Further, Recipient agrees that under no circumstances shall any officer or employee of City be personally liable for any of the obligations of City under this Agreement.
- 9.02 **INDEMNIFICATION. RECIPIENT AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS CITY, ITS AGENTS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AND AFFILIATES, OF AND FROM ANY AND ALL PRESENT OR FUTURE CLAIMS, DEMANDS OR CAUSES OF ACTION THAT MAY ACCRUE ON ACCOUNT OF, OR IN ANY WAY ARISING OUT OF, RECIPIENT'S WRONGFUL ACTS AND/OR OMISSIONS UNDER THIS**

AGREEMENT AND/OR RECIPIENT’S MISUSE OF PUBLIC REVENUES AND/OR THE MISMANAGEMENT OF SUCH REVENUES.

- 9.03 Reimbursement of Funds. If this Agreement or the use of Payments under this Agreement is deemed to be impermissible by a court having jurisdiction over the Parties and subject matter, then Recipient agrees to pay back to the City any Payments made by the City that were adjudicated to have been impermissibly paid by City to Recipient or misspent by Recipient.
- 9.04 City’s Liability Limitations. Should City fail to timely, fully and completely comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement, such failures shall be an Act of Default by City and City shall have sixty (60) days to cure and remove the Default upon receipt of written notice to do so from Recipient. Further, Recipient specifically agrees that City’s liability under this Agreement shall in no event exceed the Total Value Amount, less any Payments received by Recipient; and City shall not be liable to Recipient for any other actual, incidental or consequential damages, direct or indirect, or interest for any Act of Default by City under the terms of this Agreement.
- 9.05 Attorney’s Fees. Neither Party shall be liable to the other for any Attorney’s Fees or costs incurred in the enforcement of this Agreement; except the City shall be entitled to recover reasonable and necessary attorney’s fees, expert witness fees and court costs, incurred to recover Payments made under this Agreement that were adjudicated by a court of competent jurisdiction to have been impermissibly paid by City to Recipient or misspent by Recipient.

**ARTICLE 10
NOTICE**

10.01 Notice. Any notice provided for in or permitted under this Agreement shall be made in writing and may be given or served by: (i) delivering the same in person to the Party to be notified, (ii) depositing the same in the United States mail, postage prepaid, registered or certified with return receipt requested, and addressed to the Party to be notified at the address herein specified, or (iii) delivery by private courier with proof of delivery required. If notice is deposited in the United States mail pursuant to (ii) of this Article, it will be effective from and after the date of receipt or delivery thereof if refused. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purpose of notice, the address of the parties shall be, until changed as hereinafter provided for, as follows:

If to City:	City of Burnet Attention: City Manager PO Box 1369 1001 Buchanan Street, Suite 4
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Burnet, Texas 78611

If to Recipient: Hill County Children’s Advocacy Center
1001 N. Hill Street
Burnet, Texas 78611

The Parties shall have the right, at any time, to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days’ written notice to the other Party. Each Party shall have the right from time to time to specify additional parties to whom notice hereunder must be given by delivering to the other Party fifteen (15) days’ written notice thereof setting forth the address of such additional party or parties; provided, however, that neither Party shall have the right to designate more than two (2) such additional parties. Notice required to be delivered hereunder to either Party shall not be deemed to be effective until the additional parties, if any, designated by such Party have been given notice in a manner deemed effective pursuant to the terms of this Article.

**ARTICLE 11
RELATIONSHIP**

Recipient shall at all times be the independent contractor of City and not the employee or agent of City, with respect to the matters provided for herein. Recipient shall have no right or power to contract with third parties for, on behalf of, or in the name of City or to otherwise bind or obligate the City.

**ARTICLE 12
ASSIGNMENT**

12.01 Binding Effect. This Agreement shall be binding upon and inure to the benefit of Parties and their respective heirs, representatives, successors and permitted assigns.

12.02 Assignment by Recipient. Recipient shall not have the right to assign its rights hereunder without the expressed prior written consent of City

**ARTICLE 13
MISCELLANEOUS**

13.01 Amendments. This Agreement may be amended only by a written instrument so stating which is executed by the Parties hereto.

13.02 Authority. The person executing this Agreement on behalf of Recipient and City each represents that he/she has the power and authority to do so and to bind his/her principal to the terms of this Agreement.

- 13.03 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same agreement.
- 13.04 Exhibits. Intentionally deleted.
- 13.05 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, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- 13.06 Governing Law and Venue. This Agreement shall be construed, interpreted and applied in accordance with and shall be governed by, the laws applicable to the State of Texas. Venue for any disputes arising under this Agreement shall be in Burnet County, Texas.
- 13.07 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- 13.08 Severability. If any provision of this Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby but shall be enforced to the greatest extent permitted by law.
- 13.09 Waivers. No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof or of any breach of any other provision hereof.

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

THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1st DAY OF OCTOBER 2024.

RECIPIENT:

Hill County Children’s Advocacy Center
A not-for-profit organization

By: _____

Name: _____

Title: _____

Date: _____

CITY:

CITY OF BURNET, TEXAS,
A Texas home-rule municipality

By: _____
Gary Wideman, Mayor

Date: _____

ATTEST:

Maria Gonzales, City Secretary

STATE OF TEXAS
COUNTY OF BURNET

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NON-PROFIT ORGANIZATION FUNDING AGREEMENT

This Agreement (the “Agreement”) is entered into by and between the Boys and Girls Club of the Highlands Lakes (“Recipient”), and the City of Burnet, a Texas home rule municipal corporation (“City”). Recipient and City are jointly referred to herein as the “parties” and individually as a “party.”

RECITALS:

WHEREAS, City has made it a priority to provide the youth in the in the community with opportunities to become good citizens and lead healthy, productive lives (hereinafter “Public Services”) to benefit the public health safety and welfare; and

WHEREAS, Recipient, is a Texas non-profit organization whose mission includes providing such Public Services; and

WHEREAS, City’s Council deems it appropriate to provide a grant of funds to Recipient to defray some of the costs in Recipient’s delivery of services to members of the community; and

WHEREAS, City’s Council approved this Agreement at September 24, 2024, regularly scheduled meeting.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Recipient agree as follows:

**ARTICLE 1
RECITALS**

1.01 Recitals incorporated. The foregoing recitals are hereby incorporated herein for all purposes.

**ARTICLE 2
TERM**

2.01 Term. This Agreement shall be effectives as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2025.

**ARTICLE 3
TERMS AND CONDITIONS**

3.01 Public Services. Recipient agrees to provide the Public Services described as follows: a safe space where young people in the community have the freedom to focus on reaching their full potential by exploring innovative programs designed to empower youth to excel in school, become good citizens and lead healthy, productive lives; and, by providing caring guidance and support in order to help them grow into confident, capable adults.

3.01.01 Special Conditions: Intentionally Blank.

3.02 City’s Contribution. In consideration for the public services provided by Recipient, City agrees to cover all monthly costs related to the provision of City of Burnet Utility water, wastewater, electric and garbage service to the Boys and Girls Club – Highland Lakes located at 709 Northington Street, Burnet, Texas, in an amount, not to exceed, \$8,500.00 (“Total Value Amount”).

3.03 Payments. Intentionally blank.

3.04 Covenant. Recipient covenants and agrees that in providing the Public Services it shall not discriminate based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity.

**ARTICLE 4
REPORTS**

4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2025.

4.02 Report content. Reports shall provide information on the project including total revenues, total expenses, and information regarding the impact of the Public Services, including the number of City of Burnet Citizens directly benefiting from the Program. Reports shall be in a form acceptable to the City Manager.

**ARTICLE 5
DUTY TO CITY**

5.01 Recipient’s Duty to City. Recipient acknowledges that, pursuant to the terms of this Agreement, it has a fiduciary duty to the City with respect to its handling and use of the Payments provided under this Agreement.

**ARTICLE 6
RECORDS**

6.01 Records. Recipient shall maintain (or cause to be maintained) current and complete books and records reflecting expenditures of the Payments received

under this Agreement. In the event a litigant in a judicial proceeding or an authorized state agency, challenges any aspect of the City's Payment to Recipient under this Agreement Recipient shall make such book and records available to the City or the court, or such other state agency for inspection during normal business hours upon reasonable advance notice. All such records to the extent considered public records which fall within the provisions of the Texas Government Code, Section 572.001, *et seq.*, may be subject to disclosure and Recipient shall cooperate fully with City in timely producing all such records in response to any public request for same.

ARTICLE 7 AUDIT

- 7.01 In the event a litigant in a judicial proceeding, or authorized state agency, challenges any aspect of the City's payments this Agreement City reserves the right for City's internal audit department personnel, or an independent certified public accounting firm selected by City, to conduct examinations, during normal business hours, of the books and records maintained by Recipient with respect to the Payments received under this Agreement, which books and records shall be made available to City at a mutually agreeable location in Burnet County, Texas, upon at least thirty (30) days' notice to Recipient of City's inspection and audit.

ARTICLE 8 DEFAULT

- 8.01 Recipient Default. City may terminate this Agreement by furnishing written notice to Recipient if at any time during the term of this Agreement Recipient materially fails to perform any of its obligations hereunder and such failure to perform such covenant continues for thirty (30) days after written notice given by City to Recipient.

ARTICLE 9 LIABILITY OF RECIPIENT AND CITY

- 9.01 No Liability of City Personnel. Recipient agrees that no provision of this Agreement is intended to or shall be interpreted to negate or diminish any statutory or common law rights the City may have to immunity under the laws of the State of Texas. Further, Recipient agrees that under no circumstances shall any officer or employee of City be personally liable for any of the obligations of City under this Agreement.
- 9.02 **INDEMNIFICATION. RECIPIENT AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS CITY, ITS AGENTS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AND AFFILIATES, OF AND FROM ANY AND ALL PRESENT OR FUTURE CLAIMS, DEMANDS OR CAUSES OF ACTION THAT MAY ACCRUE ON ACCOUNT OF, OR IN ANY WAY ARISING OUT OF,**

RECIPIENT’S WRONGFUL ACTS AND/OR OMISSIONS UNDER THIS AGREEMENT AND/OR RECIPIENT’S MISUSE OF PUBLIC REVENUES AND/OR THE MISMANAGEMENT OF SUCH REVENUES.

- 9.03 Reimbursement of Funds. If this Agreement or the use of Payments under this Agreement is deemed to be impermissible by a court having jurisdiction over the Parties and subject matter, then Recipient agrees to pay back to the City any Payments made by the City that were adjudicated to have been impermissibly paid by City to Recipient or misspent by Recipient.
- 9.04 City’s Liability Limitations. Should City fail to timely, fully and completely comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement, such failures shall be an Act of Default by City and City shall have sixty (60) days to cure and remove the Default upon receipt of written notice to do so from Recipient. Further, Recipient specifically agrees that City’s liability under this Agreement shall in no event exceed the Total Value Amount, less any Payments received by Recipient; and City shall not be liable to Recipient for any other actual, incidental or consequential damages, direct or indirect, or interest for any Act of Default by City under the terms of this Agreement.
- 9.05 Attorney’s Fees. Neither Party shall be liable to the other for any Attorney’s Fees or costs incurred in the enforcement of this Agreement; except the City shall be entitled to recover reasonable and necessary attorney’s fees, expert witness fees and court costs, incurred to recover Payments made under this Agreement that were adjudicated by a court of competent jurisdiction to have been impermissibly paid by City to Recipient or misspent by Recipient.

**ARTICLE 10
NOTICE**

- 10.01 Notice. Any notice provided for in or permitted under this Agreement shall be made in writing and may be given or served by: (i) delivering the same in person to the Party to be notified, (ii) depositing the same in the United States mail, postage prepaid, registered or certified with return receipt requested, and addressed to the Party to be notified at the address herein specified, or (iii) delivery by private courier with proof of delivery required. If notice is deposited in the United States mail pursuant to (ii) of this Article, it will be effective from and after the date of receipt or delivery thereof if refused. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purpose of notice, the address of the parties shall be, until changed as hereinafter provided for, as follows:

If to City: City of Burnet
 Attention: City Manager
 PO Box 1369

1001 Buchanan Street, Suite 4
Burnet, Texas 78611

If to Recipient: Boys and Girls Club of the Highland Lakes
P.O. Box 181
Burnet, Texas 78611

The Parties shall have the right, at any time, to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other Party. Each Party shall have the right from time to time to specify additional parties to whom notice hereunder must be given by delivering to the other Party fifteen (15) days written notice thereof setting forth the address of such additional party or parties; provided, however, that neither Party shall have the right to designate more than two (2) such additional parties. Notice required to be delivered hereunder to either Party shall not be deemed to be effective until the additional parties, if any, designated by such Party have been given notice in a manner deemed effective pursuant to the terms of this Article.

**ARTICLE 11
RELATIONSHIP**

Recipient shall, at all times, be the independent contractor of City and not the employee or agent of City, with respect to the matters provided for herein. Recipient shall have no right or power to contract with third parties for, on behalf of, or in the name of City or to otherwise bind or obligate the City.

**ARTICLE 12
ASSIGNMENT**

- 12.01 Binding Effect. This Agreement shall be binding upon and inure to the benefit of Parties and their respective heirs, representatives, successors and permitted assigns.
- 12.02 Assignment by Recipient. Recipient shall not have the right to assign its rights hereunder without the expressed prior written consent of City

**ARTICLE 13
MISCELLANEOUS**

- 13.01 Amendments. This Agreement may be amended only by a written instrument so stating which is executed by the Parties hereto.
- 13.02 Authority. The person executing this Agreement on behalf of Recipient and City each represents that he/she has the power and authority to do so and to bind his/her principal to the terms of this Agreement.

- 13.03 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same agreement.
- 13.04 Exhibits. Intentionally deleted.
- 13.05 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, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- 13.06 Governing Law and Venue. This Agreement shall be construed, interpreted and applied in accordance with and shall be governed by, the laws applicable to the State of Texas. Venue for any disputes arising under this Agreement shall be in Burnet County, Texas.
- 13.07 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- 13.08 Severability. If any provision of this Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby but shall be enforced to the greatest extent permitted by law.
- 13.09 Waivers. No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof or of any breach of any other provision hereof.

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

THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1st DAY OF OCTOBER 2024.

INSERT NAME

RECIPIENT:

Boys and Girls Club of the Highlands Lakes
A not-for-profit corporation

By: _____

Name: _____

Title: _____

Date: _____

CITY:

CITY OF BURNET, TEXAS,
A Texas home-rule municipality

By: _____
Gary Wideman, Mayor

Date: _____

ATTEST:

Maria Gonzales, City Secretary

STATE OF TEXAS
COUNTY OF BURNET

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§

NON-PROFIT ORGANIZATION FUNDING AGREEMENT

This Agreement (the “Agreement”) is entered into by and between Hill Country Community Foundation (“Recipient”), and the City of Burnet, a Texas home rule municipal corporation (“City”). Recipient and City are jointly referred to herein as the “parties” and individually as a “party.”

RECITALS:

Whereas, City has made it a priority to serve the children of the community by supporting educational scholarship opportunities (hereinafter “Public Services”) to benefit the public health safety and welfare; and

Whereas, Recipient, is a Texas non-profit organization whose mission includes providing such Public Services; and

Whereas, City’s Council deems it appropriate to provide a grant of funds to Recipient to defray some of the costs in Recipient’s delivery of services to members of the community; and

Whereas, City’s Council approved this Agreement at September 24, 2024, regularly scheduled meeting.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Recipient agree as follows:

**ARTICLE 1
RECITALS**

1.01 Recitals incorporated. The foregoing recitals are hereby incorporated herein for all purposes.

**ARTICLE 2
TERM**

2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2025.

**ARTICLE 3
TERMS AND CONDITIONS**

- 3.01 Public Services. Recipient agrees to provide the Public Services described as follows: Investing in the young people of Burnet Consolidated Independent School District by awarding scholarships.
- 3.01.01 Special Conditions: Intentionally Blank.
- 3.02 City’s Contribution. In consideration for the public services provided by Recipient, City agrees to cover all monthly costs related to the provision of City of Burnet Utility water, wastewater, electric and garbage service to the Hill Country Community Foundation located at 400 East Jackson Street, Burnet, Texas, in an amount, not to exceed, \$4,000.00 (“Total Value Amount”).
- 3.03 Payments. Intentionally blank.
- 3.04 Covenant. Recipient covenants and agrees that in providing the Public Services it shall not discriminate based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity.

**ARTICLE 4
REPORTS**

- 4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2025.
- 4.02 Report content. Reports shall provide information on the project including total revenues, total expenses, and information regarding the impact of the Public Services, including the number of City of Burnet Citizens directly benefiting from the Program. Reports shall be in a form acceptable to the City Manager.

**ARTICLE 5
DUTY TO CITY**

- 5.01 Recipient’s Duty to City. Recipient acknowledges that, pursuant to the terms of this Agreement, it has a fiduciary duty to the City with respect to its handling and use of the Payments provided under this Agreement.

**ARTICLE 6
RECORDS**

- 6.01 Records. Recipient shall maintain (or cause to be maintained) current and complete books and records reflecting expenditures of the Payments received under this Agreement. In the event a litigant in a judicial proceeding or an authorized state agency, challenges any aspect of the City’s Payment to Recipient under this Agreement Recipient shall make such book and records

available to the City or the court, or such other state agency for inspection during normal business hours upon reasonable advance notice. All such records to the extent considered public records which fall within the provisions of the Texas Government Code, Section 572.001, *et seq.*, may be subject to disclosure and Recipient shall cooperate fully with City in timely producing all such records in response to any public request for same.

**ARTICLE 7
AUDIT**

7.01 In the event a litigant in a judicial proceeding, or authorized state agency, challenges any aspect of the City’s payments this Agreement City reserves the right for City’s internal audit department personnel, or an independent certified public accounting firm selected by City, to conduct examinations, during normal business hours, of the books and records maintained by Recipient with respect to the Payments received under this Agreement, which books and records shall be made available to City at a mutually agreeable location in Burnet County, Texas, upon at least thirty (30) days’ notice to Recipient of City’s inspection and audit.

**ARTICLE 8
DEFAULT**

8.01 Recipient Default. City may terminate this Agreement by furnishing written notice to Recipient if at any time during the term of this Agreement Recipient materially fails to perform any of its obligations hereunder and such failure to perform such covenant continues for thirty (30) days after written notice given by City to Recipient.

**ARTICLE 9
LIABILITY OF RECIPIENT AND CITY**

9.01 No Liability of City Personnel. Recipient agrees that no provision of this Agreement is intended to or shall be interpreted to negate or diminish any statutory or common law rights the City may have to immunity under the laws of the State of Texas. Further, Recipient agrees that under no circumstances shall any officer or employee of City be personally liable for any of the obligations of City under this Agreement.

9.02 **INDEMNIFICATION. RECIPIENT AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS CITY, ITS AGENTS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AND AFFILIATES, OF AND FROM ANY AND ALL PRESENT OR FUTURE CLAIMS, DEMANDS OR CAUSES OF ACTION THAT MAY ACCRUE ON ACCOUNT OF, OR IN ANY WAY ARISING OUT OF, RECIPIENT’S WRONGFUL ACTS AND/OR OMISSIONS UNDER THIS AGREEMENT AND/OR RECIPIENT’S MISUSE OF PUBLIC REVENUES AND/OR THE MISMANAGEMENT OF SUCH REVENUES.**

- 9.03 Reimbursement of Funds. If this Agreement or the use of Payments under this Agreement is deemed to be impermissible by a court having jurisdiction over the Parties and subject matter, then Recipient agrees to pay back to the City any Payments made by the City that were adjudicated to have been impermissibly paid by City to Recipient or misspent by Recipient.
- 9.04 City’s Liability Limitations. Should City fail to timely, fully and completely comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement, such failures shall be an Act of Default by City and City shall have sixty (60) days to cure and remove the Default upon receipt of written notice to do so from Recipient. Further, Recipient specifically agrees that City’s liability under this Agreement shall in no event exceed the Total Value Amount, less any Payments received by Recipient; and City shall not be liable to Recipient for any other actual, incidental or consequential damages, direct or indirect, or interest for any Act of Default by City under the terms of this Agreement.
- 9.05 Attorney’s Fees. Neither Party shall be liable to the other for any Attorney’s Fees or costs incurred in the enforcement of this Agreement; except the City shall be entitled to recover reasonable and necessary attorney’s fees, expert witness fees and court costs, incurred to recover Payments made under this Agreement that were adjudicated by a court of competent jurisdiction to have been impermissibly paid by City to Recipient or misspent by Recipient.

**ARTICLE 10
NOTICE**

10.01 Notice. Any notice provided for in or permitted under this Agreement shall be made in writing and may be given or served by: (i) delivering the same in person to the Party to be notified, (ii) depositing the same in the United States mail, postage prepaid, registered or certified with return receipt requested, and addressed to the Party to be notified at the address herein specified, or (iii) delivery by private courier with proof of delivery required. If notice is deposited in the United States mail pursuant to (ii) of this Article, it will be effective from and after the date of receipt or delivery thereof if refused. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purpose of notice, the address of the parties shall be, until changed as hereinafter provided for, as follows:

If to City: City of Burnet
 Attention: City Manager
 PO Box 1369
 1001 Buchanan Street, Suite 4
 Burnet, Texas 78611

If to Recipient: Hill Country Community Foundation
P.O. Box 848
Burnet, TX 78611

The Parties shall have the right, at any time, to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other Party. Each Party shall have the right from time to time to specify additional parties to whom notice hereunder must be given by delivering to the other Party fifteen (15) days' written notice thereof setting forth the address of such additional party or parties; provided, however, that neither Party shall have the right to designate more than two (2) such additional parties. Notice required to be delivered hereunder to either Party shall not be deemed to be effective until the additional parties, if any, designated by such Party have been given notice in a manner deemed effective pursuant to the terms of this Article.

**ARTICLE 11
RELATIONSHIP**

Recipient shall at all times be the independent contractor of City and not the employee or agent of City, with respect to the matters provided for herein. Recipient shall have no right or power to contract with third parties for, on behalf of, or in the name of City or to otherwise bind or obligate the City.

**ARTICLE 12
ASSIGNMENT**

- 12.01 Binding Effect. This Agreement shall be binding upon and inure to the benefit of Parties and their respective heirs, representatives, successors and permitted assigns.
- 12.02 Assignment by Recipient. Recipient shall not have the right to assign its rights hereunder without the expressed prior written consent of City

**ARTICLE 13
MISCELLANEOUS**

- 13.01 Amendments. This Agreement may be amended only by a written instrument so stating which is executed by the Parties hereto.
- 13.02 Authority. The person executing this Agreement on behalf of Recipient and City each represents that he/she has the power and authority to do so and to bind his/her principal to the terms of this Agreement.

- 13.03 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same agreement.
- 13.04 Exhibits. Intentionally deleted.
- 13.05 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, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- 13.06 Governing Law and Venue. This Agreement shall be construed, interpreted and applied in accordance with and shall be governed by, the laws applicable to the State of Texas. Venue for any disputes arising under this Agreement shall be in Burnet County, Texas.
- 13.07 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- 13.08 Severability. If any provision of this Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby but shall be enforced to the greatest extent permitted by law.
- 13.09 Waivers. No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof or of any breach of any other provision hereof.

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

THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1st DAY OF OCTOBER 2024.

RECIPIENT:

Hill Country Community Foundation
A not-for-profit organization

By: _____

Name: _____

Title: _____

Date: _____

CITY:

CITY OF BURNET, TEXAS,
A Texas home-rule municipality

By: _____
Gary Wideman, Mayor

Date: _____

ATTEST:

Maria Gonzales, City Secretary

STATE OF TEXAS
COUNTY OF BURNET

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NON-PROFIT ORGANIZATION FUNDING AGREEMENT

This Agreement (the “Agreement”) is entered into by and between Lakes Area Care, Inc.(LACare) (“Recipient”), and the City of Burnet, a Texas home rule municipal corporation (“City”). Recipient and City are jointly referred to herein as the “parties” and individually as a “party.”

RECITALS:

WHEREAS, City supports a real and lasting impact in the fight against hunger by supporting the local foodbank that provides nutrition to families in need (hereinafter “Public Services”) to benefit public health, safety and welfare; and

WHEREAS, Recipient, is a Texas non-profit organization whose mission includes providing such Public Services; and

WHEREAS, City’s Council deems it appropriate to provide a grant of funds to Recipient to defray some of the costs in Recipient’s delivery of services to members of the community; and

WHEREAS, City’s Council approved this Agreement on September 24, 2024, at a regularly scheduled meeting.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Recipient agree as follows:

**ARTICLE 1
RECITALS**

1.01 Recitals incorporated. The foregoing recitals are hereby incorporated herein for all purposes.

**ARTICLE 2
TERM**

2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2025.

**ARTICLE 3
TERMS AND CONDITIONS**

3.01 Public Services. Recipient agrees to provide the Public Services described as follows: by providing a real and lasting impact in the fight against hunger in the City of Burnet by providing food and proper nutrition to families and individuals in need through the LACare foodbank.

3.01.01 Special Conditions: Intentionally Blank.

3.02 City’s Contribution. In consideration for the public services provided by Recipient, City agrees to cover all monthly costs related to the provision of City of Burnet Utility water, wastewater, electric and garbage service to LACare located at 507 W. Buchanan Drive, Burnet, Texas, in an amount, not to exceed, \$6,500.00 (“Total Value Amount”).

3.03 Payments. Intentionally blank.

3.04 Covenant. Recipient covenants and agrees that in providing the Public Services it shall not discriminate based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity.

**ARTICLE 4
REPORTS**

4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2025.

4.02 Report content. Reports shall provide information on the project including total revenues, total expenses, and information regarding the impact of the Public Services, including the number of City of Burnet Citizens directly benefiting from the Program. Reports shall be in a form acceptable to the City Manager.

**ARTICLE 5
DUTY TO CITY**

5.01 Recipient’s Duty to City. Recipient acknowledges that, pursuant to the terms of this Agreement, it has a fiduciary duty to the City with respect to its handling and use of the Payments provided under this Agreement.

**ARTICLE 6
RECORDS**

6.01 Records. Recipient shall maintain (or cause to be maintained) current and complete books and records reflecting expenditures of the Payments received under this Agreement. In the event a litigant in a judicial proceeding or an authorized state agency, challenges any aspect of the City’s Payment to

Recipient under this Agreement Recipient shall make such book and records available to the City or the court, or such other state agency for inspection during normal business hours upon reasonable advance notice. All such records to the extent considered public records which fall within the provisions of the Texas Government Code, Section 572.001, *et seq.*, may be subject to disclosure and Recipient shall cooperate fully with City in timely producing all such records in response to any public request for same.

**ARTICLE 7
AUDIT**

7.01 In the event a litigant in a judicial proceeding, or authorized state agency, challenges any aspect of the City’s payments this Agreement City reserves the right for City’s internal audit department personnel, or an independent certified public accounting firm selected by City, to conduct examinations, during normal business hours, of the books and records maintained by Recipient with respect to the Payments received under this Agreement, which books and records shall be made available to City at a mutually agreeable location in Burnet County, Texas, upon at least thirty (30) days’ notice to Recipient of City’s inspection and audit.

**ARTICLE 8
DEFAULT**

8.01 Recipient Default. City may terminate this Agreement by furnishing written notice to Recipient if at any time during the term of this Agreement Recipient materially fails to perform any of its obligations hereunder and such failure to perform such covenant continues for thirty (30) days after written notice given by City to Recipient.

**ARTICLE 9
LIABILITY OF RECIPIENT AND CITY**

9.01 No Liability of City Personnel. Recipient agrees that no provision of this Agreement is intended to or shall be interpreted to negate or diminish any statutory or common law rights the City may have to immunity under the laws of the State of Texas. Further, Recipient agrees that under no circumstances shall any officer or employee of City be personally liable for any of the obligations of City under this Agreement.

9.02 **INDEMNIFICATION. RECIPIENT AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS CITY, ITS AGENTS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AND AFFILIATES, OF AND FROM ANY AND ALL PRESENT OR FUTURE CLAIMS, DEMANDS OR CAUSES OF ACTION THAT MAY ACCRUE ON ACCOUNT OF, OR IN ANY WAY ARISING OUT OF, RECIPIENT’S WRONGFUL ACTS AND/OR OMISSIONS UNDER THIS**

AGREEMENT AND/OR RECIPIENT’S MISUSE OF PUBLIC REVENUES AND/OR THE MISMANAGEMENT OF SUCH REVENUES.

- 9.03 Reimbursement of Funds. If this Agreement or the use of Payments under this Agreement is deemed to be impermissible by a court having jurisdiction over the Parties and subject matter, then Recipient agrees to pay back to the City any Payments made by the City that were adjudicated to have been impermissibly paid by City to Recipient or misspent by Recipient.
- 9.04 City’s Liability Limitations. Should City fail to timely, fully and completely comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement, such failures shall be an Act of Default by City and City shall have sixty (60) days to cure and remove the Default upon receipt of written notice to do so from Recipient. Further, Recipient specifically agrees that City’s liability under this Agreement shall in no event exceed the Total Value Amount, less any Payments received by Recipient; and City shall not be liable to Recipient for any other actual, incidental or consequential damages, direct or indirect, or interest for any Act of Default by City under the terms of this Agreement.
- 9.05 Attorney’s Fees. Neither Party shall be liable to the other for any Attorney’s Fees or costs incurred in the enforcement of this Agreement; except the City shall be entitled to recover reasonable and necessary attorney’s fees, expert witness fees and court costs, incurred to recover Payments made under this Agreement that were adjudicated by a court of competent jurisdiction to have been impermissibly paid by City to Recipient or misspent by Recipient.

**ARTICLE 10
NOTICE**

10.01 Notice. Any notice provided for in or permitted under this Agreement shall be made in writing and may be given or served by: (i) delivering the same in person to the Party to be notified, (ii) depositing the same in the United States mail, postage prepaid, registered or certified with return receipt requested, and addressed to the Party to be notified at the address herein specified, or (iii) delivery by private courier with proof of delivery required. If notice is deposited in the United States mail pursuant to (ii) of this Article, it will be effective from and after the date of receipt or delivery thereof if refused. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purpose of notice, the address of the parties shall be, until changed as hereinafter provided for, as follows:

If to City:	City of Burnet Attention: City Manager PO Box 1369 1001 Buchanan Street, Suite 4
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Burnet, Texas 78611

If to Recipient: Lakes Area Care, Inc.
LACare
P.O. Box 1115
507 W. Buchanan Drive
Burnet, TX 78611

The Parties shall have the right, at any time, to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other Party. Each Party shall have the right from time to time to specify additional parties to whom notice hereunder must be given by delivering to the other Party fifteen (15) days' written notice thereof setting forth the address of such additional party or parties; provided, however, that neither Party shall have the right to designate more than two (2) such additional parties. Notice required to be delivered hereunder to either Party shall not be deemed to be effective until the additional parties, if any, designated by such Party have been given notice in a manner deemed effective pursuant to the terms of this Article.

**ARTICLE 11
RELATIONSHIP**

Recipient shall at all times be the independent contractor of City and not the employee or agent of City, with respect to the matters provided for herein. Recipient shall have no right or power to contract with third parties for, on behalf of, or in the name of City or to otherwise bind or obligate the City.

**ARTICLE 12
ASSIGNMENT**

12.01 Binding Effect. This Agreement shall be binding upon and inure to the benefit of Parties and their respective heirs, representatives, successors and permitted assigns.

12.02 Assignment by Recipient. Recipient shall not have the right to assign its rights hereunder without the expressed prior written consent of City

**ARTICLE 13
MISCELLANEOUS**

13.01 Amendments. This Agreement may be amended only by a written instrument so stating which is executed by the Parties hereto.

- 13.02 Authority. The person executing this Agreement on behalf of Recipient and City each represents that he/she has the power and authority to do so and to bind his/her principal to the terms of this Agreement.
- 13.03 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same agreement.
- 13.04 Exhibits. Intentionally deleted.
- 13.05 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, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- 13.06 Governing Law and Venue. This Agreement shall be construed, interpreted and applied in accordance with and shall be governed by the laws applicable to the State of Texas. Venue for any disputes arising under this Agreement shall be in Burnet County, Texas.
- 13.07 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- 13.08 Severability. If any provision of this Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby but shall be enforced to the greatest extent permitted by law.
- 13.09 Waivers. No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof or of any breach of any other provision hereof.

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

THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1st DAY OF OCTOBER 2024.

RECIPIENT:

Lakes Area Care, Inc.
A not-for-profit organization

By: _____

Name: _____

Title: _____

Date: _____

CITY:

CITY OF BURNET, TEXAS,
A Texas home-rule municipality

By: _____
Gary Wideman, Mayor

Date: _____

ATTEST:

Maria Gonzales, City Secretary

STATE OF TEXAS
COUNTY OF BURNET

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NON-PROFIT ORGANIZATION FUNDING AGREEMENT

This Agreement (the “Agreement”) is entered into by and between the Burnet County Child Welfare Board (“Recipient”), and the City of Burnet, a Texas home rule municipal corporation (“City”). Recipient and City are jointly referred to herein as the “parties” and individually as a “party.”

RECITALS:

Whereas, City has made it a priority work to provide the tangible needs of children receiving Child Protective Services due abuse or neglect (hereinafter “Public Services”) to benefit the public health safety and welfare; and

Whereas, Recipient, is a Texas non-profit organization whose mission includes providing such Public Services; and

Whereas, City’s Council deems it appropriate to provide a grant of funds to Recipient to defray some of the costs in Recipient’s delivery of services to members of the community; and

Whereas, City’s Council approved this Agreement on September 24, 2024, at a regularly scheduled meeting.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Recipient agree as follows:

**ARTICLE 1
RECITALS**

1.01 Recitals incorporated. The foregoing recitals are hereby incorporated herein for all purposes.

**ARTICLE 2
TERM**

2.01 Term. This Agreement shall be effectives as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2025.

**ARTICLE 3
TERMS AND CONDITIONS**

- 3.01 Public Services. Recipient, agrees to provide the Public Services described as follows: provide children and families a stable path to justice and healing through efficient, coordinated, and trauma-informed services in the aftermath of abuse or violent crime
- 3.01.01 Special Conditions: Intentionally Blank.
- 3.02 City’s Contribution. In consideration for the public services provided by recipient, City agrees to provide program funding assistance in the amount of \$5,000.00. The \$5,000.00 is the “Total Value Amount” of the City’s obligation under this Agreement.
- 3.03 Payments. Intentionally blank.
- 3.04 Covenant. Recipient covenants and agrees that in providing the Public Services it shall not discriminate based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity.

**ARTICLE 4
REPORTS**

- 4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2025.
- 4.02 Report content. Reports shall provide information on the project including total revenues, total expenses, and information regarding the impact of the Public Services, including the number of City of Burnet Citizens directly benefiting from the Program. Reports shall be in a form acceptable to the City Manager.

**ARTICLE 5
DUTY TO CITY**

- 5.01 Recipient’s Duty to City. Recipient acknowledges that, pursuant to the terms of this Agreement, it has a fiduciary duty to the City with respect to its handling and use of the Payments provided under this Agreement.

**ARTICLE 6
RECORDS**

- 6.01 Records. Recipient shall maintain (or cause to be maintained) current and complete books and records reflecting expenditures of the Payments received under this Agreement. In the event a litigant in a judicial proceeding or an authorized state agency, challenges any aspect of the City’s Payment to Recipient under this Agreement Recipient shall make such book and records

available to the City or the court, or such other state agency for inspection during normal business hours upon reasonable advance notice. All such records to the extent considered public records which fall within the provisions of the Texas Government Code, Section 572.001, *et seq.*, may be subject to disclosure and Recipient shall cooperate fully with City in timely producing all such records in response to any public request for same.

**ARTICLE 7
AUDIT**

7.01 In the event a litigant in a judicial proceeding, or authorized state agency, challenges any aspect of the City’s payments this Agreement City reserves the right for City’s internal audit department personnel, or an independent certified public accounting firm selected by City, to conduct examinations, during normal business hours, of the books and records maintained by Recipient with respect to the Payments received under this Agreement, which books and records shall be made available to City at a mutually agreeable location in Burnet County, Texas, upon at least thirty (30) days’ notice to Recipient of City’s inspection and audit.

**ARTICLE 8
DEFAULT**

8.01 Recipient Default. City may terminate this Agreement by furnishing written notice to Recipient if at any time during the term of this Agreement Recipient materially fails to perform any of its obligations hereunder and such failure to perform such covenant continues for thirty (30) days after written notice given by City to Recipient.

**ARTICLE 9
LIABILITY OF RECIPIENT AND CITY**

9.01 No Liability of City Personnel. Recipient agrees that no provision of this Agreement is intended to or shall be interpreted to negate or diminish any statutory or common law rights the City may have to immunity under the laws of the State of Texas. Further, Recipient agrees that under no circumstances shall any officer or employee of City be personally liable for any of the obligations of City under this Agreement.

9.02 **INDEMNIFICATION. RECIPIENT AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS CITY, ITS AGENTS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AND AFFILIATES, OF AND FROM ANY AND ALL PRESENT OR FUTURE CLAIMS, DEMANDS OR CAUSES OF ACTION THAT MAY ACCRUE ON ACCOUNT OF, OR IN ANY WAY ARISING OUT OF, RECIPIENT’S WRONGFUL ACTS AND/OR OMISSIONS UNDER THIS AGREEMENT AND/OR RECIPIENT’S MISUSE OF PUBLIC REVENUES AND/OR THE MISMANAGEMENT OF SUCH REVENUES.**

- 9.03 Reimbursement of Funds. If this Agreement or the use of Payments under this Agreement is deemed to be impermissible by a court having jurisdiction over the Parties and subject matter, then Recipient agrees to pay back to the City any Payments made by the City that were adjudicated to have been impermissibly paid by City to Recipient or misspent by Recipient.
- 9.04 City's Liability Limitations. Should City fail to timely, fully and completely comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement, such failures shall be an Act of Default by City and City shall have sixty (60) days to cure and remove the Default upon receipt of written notice to do so from Recipient. Further, Recipient specifically agrees that City's liability under this Agreement shall in no event exceed the Total Value Amount, less any Payments received by Recipient; and City shall not be liable to Recipient for any other actual, incidental or consequential damages, direct or indirect, or interest for any Act of Default by City under the terms of this Agreement.
- 9.05 Attorney's Fees. Neither Party shall be liable to the other for any Attorney's Fees or costs incurred in the enforcement of this Agreement; except the City shall be entitled to recover reasonable and necessary attorney's fees, expert witness fees and court costs, incurred to recover Payments made under this Agreement that were adjudicated by a court of competent jurisdiction to have been impermissibly paid by City to Recipient or misspent by Recipient.

**ARTICLE 10
NOTICE**

- 10.01 Notice. Any notice provided for in or permitted under this Agreement shall be made in writing and may be given or served by: (i) delivering the same in person to the Party to be notified, (ii) depositing the same in the United States mail, postage prepaid, registered or certified with return receipt requested, and addressed to the Party to be notified at the address herein specified, or (iii) delivery by private courier with proof of delivery required. If notice is deposited in the United States mail pursuant to (ii) of this Article, it will be effective from and after the date of receipt or delivery thereof if refused. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purpose of notice, the address of the parties shall be, until changed as hereinafter provided for, as follows:

If to City: City of Burnet
 Attention: City Manager
 PO Box 1369
 1001 Buchanan Street, Suite 4
 Burnet, Texas 78611

If to Recipient: Burnet County Child Welfare Board
1104 Buchanan Drive, Suite 2
Burnet, Texas 78611

The Parties shall have the right, at any time, to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other Party. Each Party shall have the right from time to time to specify additional parties to whom notice hereunder must be given by delivering to the other Party fifteen (15) days' written notice thereof setting forth the address of such additional party or parties; provided, however, that neither Party shall have the right to designate more than two (2) such additional parties. Notice required to be delivered hereunder to either Party shall not be deemed to be effective until the additional parties, if any, designated by such Party have been given notice in a manner deemed effective pursuant to the terms of this Article.

**ARTICLE 11
RELATIONSHIP**

Recipient shall at all times be the independent contractor of City and not the employee or agent of City, with respect to the matters provided for herein. Recipient shall have no right or power to contract with third parties for, on behalf of, or in the name of City or to otherwise bind or obligate the City.

**ARTICLE 12
ASSIGNMENT**

- 12.01 Binding Effect. This Agreement shall be binding upon and inure to the benefit of Parties and their respective heirs, representatives, successors and permitted assigns.
- 12.02 Assignment by Recipient. Recipient shall not have the right to assign its rights hereunder without the expressed prior written consent of City

**ARTICLE 13
MISCELLANEOUS**

- 13.01 Amendments. This Agreement may be amended only by a written instrument so stating which is executed by the Parties hereto.
- 13.02 Authority. The person executing this Agreement on behalf of Recipient and City each represents that he/she has the power and authority to do so and to bind his/her principal to the terms of this Agreement.

- 13.03 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same agreement.
- 13.04 Exhibits. Intentionally deleted.
- 13.05 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, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- 13.06 Governing Law and Venue. This Agreement shall be construed, interpreted and applied in accordance with and shall be governed by, the laws applicable to the State of Texas. Venue for any disputes arising under this Agreement shall be in Burnet County, Texas.
- 13.07 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- 13.08 Severability. If any provision of this Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby but shall be enforced to the greatest extent permitted by law.
- 13.09 Waivers. No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof or of any breach of any other provision hereof.

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

THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1st DAY OF OCTOBER 2024.

RECIPIENT:

Burnet County Child Welfare Board
A not-for-profit organization

By: _____

Name: _____

Title: _____

Date: _____

CITY:

CITY OF BURNET, TEXAS,
A Texas home-rule municipality

By: _____
Gary Wideman, Mayor

Date: _____

ATTEST:

Maria Gonzales, City Secretary

STATE OF TEXAS
COUNTY OF BURNET

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NON-PROFIT ORGANIZATION FUNDING AGREEMENT

This Agreement (the “Agreement”) is entered into by and between the CASA for the Highland Lakes Area Board (“Recipient”), and the City of Burnet, a Texas home rule municipal corporation (“City”). Recipient and City are jointly referred to herein as the “parties” and individually as a “party.”

RECITALS:

WHEREAS, City has made it a priority work to provide the tangible needs of children receiving Child Protective Services due abuse or neglect (hereinafter “Public Services”) to benefit the public health safety and welfare; and

WHEREAS, Recipient, is a Texas non-profit organization whose mission includes providing such Public Services; and

WHEREAS, City’s Council deems it appropriate to provide a grant of funds to Recipient to defray some of the costs in Recipient’s delivery of services to members of the community; and

WHEREAS, City’s Council approved this Agreement on September 24, 2024, at a regularly scheduled meeting.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Recipient agree as follows:

**ARTICLE 1
RECITALS**

1.01 Recitals incorporated. The foregoing recitals are hereby incorporated herein for all purposes.

**ARTICLE 2
TERM**

2.01 Term. This Agreement shall be effectives as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2025.

**ARTICLE 3
TERMS AND CONDITIONS**

3.01 Public Services. Recipient agrees to provide the Public Services described as follows: advocating for children and families in the foster care system by providing a stable path to justice and healing through efficient, coordinated, services in a five-county area of the Hill Country.

3.01.01 Special Conditions: Intentionally Blank.

3.02 City’s Contribution. In consideration for the public services provided by recipient, City agrees to provide program funding assistance in the amount of \$5,000.00. The \$5,000.00 is the “Total Value Amount” of the City’s obligation under this Agreement.

3.03 Payments. Intentionally blank.

3.04 Covenant. Recipient covenants and agrees that in providing the Public Services it shall not discriminate based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity.

**ARTICLE 4
REPORTS**

4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2025.

4.02 Report content. Reports shall provide information on the project including total revenues, total expenses, and information regarding the impact of the Public Services, including the number of City of Burnet Citizens directly benefiting from the Program. Reports shall be in a form acceptable to the City Manager.

**ARTICLE 5
DUTY TO CITY**

5.01 Recipient’s Duty to City. Recipient acknowledges that, pursuant to the terms of this Agreement, it has a fiduciary duty to the City with respect to its handling and use of the Payments provided under this Agreement.

**ARTICLE 6
RECORDS**

6.01 Records. Recipient shall maintain (or cause to be maintained) current and complete books and records reflecting expenditures of the Payments received under this Agreement. In the event a litigant in a judicial proceeding or an authorized state agency, challenges any aspect of the City’s Payment to Recipient under this Agreement Recipient shall make such book and records

available to the City or the court, or such other state agency for inspection during normal business hours upon reasonable advance notice. All such records to the extent considered public records which fall within the provisions of the Texas Government Code, Section 572.001, *et seq.*, may be subject to disclosure and Recipient shall cooperate fully with City in timely producing all such records in response to any public request for same.

**ARTICLE 7
AUDIT**

7.01 In the event a litigant in a judicial proceeding, or authorized state agency, challenges any aspect of the City’s payments this Agreement City reserves the right for City’s internal audit department personnel, or an independent certified public accounting firm selected by City, to conduct examinations, during normal business hours, of the books and records maintained by Recipient with respect to the Payments received under this Agreement, which books and records shall be made available to City at a mutually agreeable location in Burnet County, Texas, upon at least thirty (30) days’ notice to Recipient of City’s inspection and audit.

**ARTICLE 8
DEFAULT**

8.01 Recipient Default. City may terminate this Agreement by furnishing written notice to Recipient if at any time during the term of this Agreement Recipient materially fails to perform any of its obligations hereunder and such failure to perform such covenant continues for thirty (30) days after written notice given by City to Recipient.

**ARTICLE 9
LIABILITY OF RECIPIENT AND CITY**

9.01 No Liability of City Personnel. Recipient agrees that no provision of this Agreement is intended to or shall be interpreted to negate or diminish any statutory or common law rights the City may have to immunity under the laws of the State of Texas. Further, Recipient agrees that under no circumstances shall any officer or employee of City be personally liable for any of the obligations of City under this Agreement.

9.02 **INDEMNIFICATION. RECIPIENT AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS CITY, ITS AGENTS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AND AFFILIATES, OF AND FROM ANY AND ALL PRESENT OR FUTURE CLAIMS, DEMANDS OR CAUSES OF ACTION THAT MAY ACCRUE ON ACCOUNT OF, OR IN ANY WAY ARISING OUT OF, RECIPIENT’S WRONGFUL ACTS AND/OR OMISSIONS UNDER THIS AGREEMENT AND/OR RECIPIENT’S MISUSE OF PUBLIC REVENUES AND/OR THE MISMANAGEMENT OF SUCH REVENUES.**

- 9.03 Reimbursement of Funds. If this Agreement or the use of Payments under this Agreement is deemed to be impermissible by a court having jurisdiction over the Parties and subject matter, then Recipient agrees to pay back to the City any Payments made by the City that were adjudicated to have been impermissibly paid by City to Recipient or misspent by Recipient.
- 9.04 City's Liability Limitations. Should City fail to timely, fully and completely comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement, such failures shall be an Act of Default by City and City shall have sixty (60) days to cure and remove the Default upon receipt of written notice to do so from Recipient. Further, Recipient specifically agrees that City's liability under this Agreement shall in no event exceed the Total Value Amount, less any Payments received by Recipient; and City shall not be liable to Recipient for any other actual, incidental or consequential damages, direct or indirect, or interest for any Act of Default by City under the terms of this Agreement.
- 9.05 Attorney's Fees. Neither Party shall be liable to the other for any Attorney's Fees or costs incurred in the enforcement of this Agreement; except the City shall be entitled to recover reasonable and necessary attorney's fees, expert witness fees and court costs, incurred to recover Payments made under this Agreement that were adjudicated by a court of competent jurisdiction to have been impermissibly paid by City to Recipient or misspent by Recipient.

**ARTICLE 10
NOTICE**

10.01 Notice. Any notice provided for in or permitted under this Agreement shall be made in writing and may be given or served by: (i) delivering the same in person to the Party to be notified, (ii) depositing the same in the United States mail, postage prepaid, registered or certified with return receipt requested, and addressed to the Party to be notified at the address herein specified, or (iii) delivery by private courier with proof of delivery required. If notice is deposited in the United States mail pursuant to (ii) of this Article, it will be effective from and after the date of receipt or delivery thereof if refused. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purpose of notice, the address of the parties shall be, until changed as hereinafter provided for, as follows:

If to City: City of Burnet
 Attention: City Manager
 PO Box 1369
 1001 Buchanan Street, Suite 4
 Burnet, Texas 78611

If to Recipient: CASA for the Highland Lakes Area
 1719 Ridgeview
 Kingsland, TX 78654

The Parties shall have the right, at any time, to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other Party. Each Party shall have the right from time to time to specify additional parties to whom notice hereunder must be given by delivering to the other Party fifteen (15) days' written notice thereof setting forth the address of such additional party or parties; provided, however, that neither Party shall have the right to designate more than two (2) such additional parties. Notice required to be delivered hereunder to either Party shall not be deemed to be effective until the additional parties, if any, designated by such Party have been given notice in a manner deemed effective pursuant to the terms of this Article.

**ARTICLE 11
RELATIONSHIP**

Recipient shall at all times be the independent contractor of City and not the employee or agent of City, with respect to the matters provided for herein. Recipient shall have no right or power to contract with third parties for, on behalf of, or in the name of City or to otherwise bind or obligate the City.

**ARTICLE 12
ASSIGNMENT**

12.01 Binding Effect. This Agreement shall be binding upon and inure to the benefit of Parties and their respective heirs, representatives, successors and permitted assigns.

12.02 Assignment by Recipient. Recipient shall not have the right to assign its rights hereunder without the expressed prior written consent of City

**ARTICLE 13
MISCELLANEOUS**

13.01 Amendments. This Agreement may be amended only by a written instrument so stating which is executed by the Parties hereto.

13.02 Authority. The person executing this Agreement on behalf of Recipient and City each represents that he/she has the power and authority to do so and to bind his/her principal to the terms of this Agreement.

- 13.03 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same agreement.
- 13.04 Exhibits. Intentionally deleted.
- 13.05 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, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- 13.06 Governing Law and Venue. This Agreement shall be construed, interpreted and applied in accordance with and shall be governed by the laws applicable to the State of Texas. Venue for any disputes arising under this Agreement shall be in Burnet County, Texas.
- 13.07 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- 13.08 Severability. If any provision of this Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby but shall be enforced to the greatest extent permitted by law.
- 13.09 Waivers. No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof or of any breach of any other provision hereof.

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

THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1st DAY OF OCTOBER 2024.

RECIPIENT:

CASA for the Highland Lakes Area
A not-for-profit organization

By: _____

Name: _____

Title: _____

Date: _____

CITY:

CITY OF BURNET, TEXAS,
A Texas home-rule municipality

By: _____
Gary Wideman, Mayor

Date: _____

ATTEST:

Maria Gonzales, City Secretary

STATE OF TEXAS
COUNTY OF BURNET

§
§

NON-PROFIT ORGANIZATION FUNDING AGREEMENT

This Agreement (the “Agreement”) is entered into by and between the Hill Country Smiles Board (“Recipient”), and the City of Burnet, a Texas home rule municipal corporation (“City”). Recipient and City are jointly referred to herein as the “parties” and individually as a “party.”

RECITALS:

WHEREAS, City has made it a priority work to provide the tangible needs of children in need in the community (hereinafter “Public Services”) to benefit the public health safety and welfare; and

WHEREAS, Recipient, is a Texas non-profit organization whose mission includes providing such Public Services; and

WHEREAS, City’s Council deems it appropriate to provide a grant of funds to Recipient to defray some of the costs in Recipient’s delivery of services to members of the community; and

WHEREAS, City’s Council approved this Agreement on September 24, 2024, at a regularly scheduled meeting.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Recipient agree as follows:

**ARTICLE 1
RECITALS**

1.01 Recitals incorporated. The foregoing recitals are hereby incorporated herein for all purposes.

**ARTICLE 2
TERM**

2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2025.

**ARTICLE 3
TERMS AND CONDITIONS**

3.01 Public Services. Recipient agrees to provide the Public Services described as follows: education and care pertaining to oral health as it relates to overall health, to eliminate tooth decay and infection in the underserved population, all while cultivating lasting relationships throughout the community.

3.01.01 Special Conditions: Intentionally Blank.

3.02 City’s Contribution. In consideration for the public services provided by recipient, City agrees to provide program funding assistance in the amount of \$5,000.00. The \$5,000.00 is the “Total Value Amount” of the City’s obligation under this Agreement.

3.03 Payments. Intentionally blank.

3.04 Covenant. Recipient covenants and agrees that in providing the Public Services it shall not discriminate based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity.

**ARTICLE 4
REPORTS**

4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2025.

4.02 Report content. Reports shall provide information on the project including total revenues, total expenses, and information regarding the impact of the Public Services, including the number of City of Burnet Citizens directly benefiting from the Program. Reports shall be in a form acceptable to the City Manager.

**ARTICLE 5
DUTY TO CITY**

5.01 Recipient’s Duty to City. Recipient acknowledges that, pursuant to the terms of this Agreement, it has a fiduciary duty to the City with respect to its handling and use of the Payments provided under this Agreement.

**ARTICLE 6
RECORDS**

6.01 Records. Recipient shall maintain (or cause to be maintained) current and complete books and records reflecting expenditures of the Payments received under this Agreement. In the event a litigant in a judicial proceeding or an authorized state agency, challenges any aspect of the City’s Payment to Recipient under this Agreement Recipient shall make such book and records

available to the City or the court, or such other state agency for inspection during normal business hours upon reasonable advance notice. All such records to the extent considered public records which fall within the provisions of the Texas Government Code, Section 572.001, *et seq.*, may be subject to disclosure and Recipient shall cooperate fully with City in timely producing all such records in response to any public request for same.

ARTICLE 7 AUDIT

- 7.01 In the event a litigant in a judicial proceeding, or authorized state agency, challenges any aspect of the City's payments this Agreement City reserves the right for City's internal audit department personnel, or an independent certified public accounting firm selected by City, to conduct examinations, during normal business hours, of the books and records maintained by Recipient with respect to the Payments received under this Agreement, which books and records shall be made available to City at a mutually agreeable location in Burnet County, Texas, upon at least thirty (30) days' notice to Recipient of City's inspection and audit.

ARTICLE 8 DEFAULT

- 8.01 Recipient Default. City may terminate this Agreement by furnishing written notice to Recipient if at any time during the term of this Agreement Recipient materially fails to perform any of its obligations hereunder and such failure to perform such covenant continues for thirty (30) days after written notice given by City to Recipient.

ARTICLE 9 LIABILITY OF RECIPIENT AND CITY

- 9.01 No Liability of City Personnel. Recipient agrees that no provision of this Agreement is intended to or shall be interpreted to negate or diminish any statutory or common law rights the City may have to immunity under the laws of the State of Texas. Further, Recipient agrees that under no circumstances shall any officer or employee of City be personally liable for any of the obligations of City under this Agreement.
- 9.02 **INDEMNIFICATION. RECIPIENT AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS CITY, ITS AGENTS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AND AFFILIATES, OF AND FROM ANY AND ALL PRESENT OR FUTURE CLAIMS, DEMANDS OR CAUSES OF ACTION THAT MAY ACCRUE ON ACCOUNT OF, OR IN ANY WAY ARISING OUT OF, RECIPIENT'S WRONGFUL ACTS AND/OR OMISSIONS UNDER THIS AGREEMENT AND/OR RECIPIENT'S MISUSE OF PUBLIC REVENUES AND/OR THE MISMANAGEMENT OF SUCH REVENUES.**

- 9.03 Reimbursement of Funds. If this Agreement or the use of Payments under this Agreement is deemed to be impermissible by a court having jurisdiction over the Parties and subject matter, then Recipient agrees to pay back to the City any Payments made by the City that were adjudicated to have been impermissibly paid by City to Recipient or misspent by Recipient.
- 9.04 City’s Liability Limitations. Should City fail to timely, fully, and completely comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement, such failures shall be an Act of Default by City and City shall have sixty (60) days to cure and remove the Default upon receipt of written notice to do so from Recipient. Further, Recipient specifically agrees that City’s liability under this Agreement shall in no event exceed the Total Value Amount, less any Payments received by Recipient; and City shall not be liable to Recipient for any other actual, incidental, or consequential damages, direct or indirect, or interest for any Act of Default by City under the terms of this Agreement.
- 9.05 Attorney’s Fees. Neither Party shall be liable to the other for any Attorney’s Fees or costs incurred in the enforcement of this Agreement; except the City shall be entitled to recover reasonable and necessary attorney’s fees, expert witness fees and court costs, incurred to recover Payments made under this Agreement that were adjudicated by a court of competent jurisdiction to have been impermissibly paid by City to Recipient or misspent by Recipient.

**ARTICLE 10
NOTICE**

10.01 Notice. Any notice provided for in or permitted under this Agreement shall be made in writing and may be given or served by: (i) delivering the same in person to the Party to be notified, (ii) depositing the same in the United States mail, postage prepaid, registered or certified with return receipt requested, and addressed to the Party to be notified at the address herein specified, or (iii) delivery by private courier with proof of delivery required. If notice is deposited in the United States mail pursuant to (ii) of this Article, it will be effective from and after the date of receipt or delivery thereof if refused. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purpose of notice, the address of the parties shall be, until changed as hereinafter provided for, as follows:

If to City: City of Burnet
 Attention: City Manager
 PO Box 1369
 1001 Buchanan Street, Suite 4
 Burnet, Texas 78611

If to Recipient: Hill Country Smiles
811 N. Water Street
Burnet, Texas 78611

The Parties shall have the right, at any time, to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other Party. Each Party shall have the right from time to time to specify additional parties to whom notice hereunder must be given by delivering to the other Party fifteen (15) days' written notice thereof setting forth the address of such additional party or parties; provided, however, that neither Party shall have the right to designate more than two (2) such additional parties. Notice required to be delivered hereunder to either Party shall not be deemed to be effective until the additional parties, if any, designated by such Party have been given notice in a manner deemed effective pursuant to the terms of this Article.

**ARTICLE 11
RELATIONSHIP**

Recipient shall at all times be the independent contractor of City and not the employee or agent of City, with respect to the matters provided for herein. Recipient shall have no right or power to contract with third parties for, on behalf of, or in the name of City or to otherwise bind or obligate the City.

**ARTICLE 12
ASSIGNMENT**

12.01 Binding Effect. This Agreement shall be binding upon and inure to the benefit of Parties and their respective heirs, representatives, successors and permitted assigns.

12.02 Assignment by Recipient. Recipient shall not have the right to assign its rights hereunder without the expressed prior written consent of City.

**ARTICLE 13
MISCELLANEOUS**

13.01 Amendments. This Agreement may be amended only by a written instrument so stating which is executed by the Parties hereto.

13.02 Authority. The person executing this Agreement on behalf of Recipient and City each represents that he/she has the power and authority to do so and to bind his/her principal to the terms of this Agreement.

- 13.03 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same agreement.
- 13.04 Exhibits. Intentionally deleted.
- 13.05 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, 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.
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Remainder of this page intentionally left blank. Signatures follow on the next page.

THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1st DAY OF OCTOBER 2024.

RECIPIENT:

Hill Country Smiles Board
A not-for-profit organization

By: _____

Name: _____

Title: _____

Date: _____

CITY:

CITY OF BURNET, TEXAS,
A Texas home-rule municipality

By: _____
Gary Wideman, Mayor

Date: _____

ATTEST:

Maria Gonzales, City Secretary

STATE OF TEXAS
COUNTY OF BURNET

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NON-PROFIT ORGANIZATION FUNDING AGREEMENT

This Agreement (the “Agreement”) is entered into by and between the Hill Country Humane Society (“Recipient”), and the City of Burnet, a Texas home rule municipal corporation (“City”). Recipient and City are jointly referred to herein as the “parties” and individually as a “party.”

RECITALS:

WHEREAS, City has made it a priority work to provide the tangible needs of children in need in the community (hereinafter “Public Services”) to benefit the public health safety and welfare; and

WHEREAS, Recipient, is a Texas non-profit organization whose mission includes providing such Public Services; and

WHEREAS, City’s Council deems it appropriate to provide a grant of funds to Recipient to defray some of the costs in Recipient’s delivery of services to members of the community; and

WHEREAS, City’s Council approved this Agreement on September 24, 2024, at a regularly scheduled meeting.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Recipient agree as follows:

**ARTICLE 1
RECITALS**

1.01 Recitals incorporated. The foregoing recitals are hereby incorporated herein for all purposes.

**ARTICLE 2
TERM**

2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2025.

**ARTICLE 3
TERMS AND CONDITIONS**

3.01 Public Services. Recipient agrees to provide the Public Services described as follows: education and care pertaining to oral health as it relates to overall health, to eliminate tooth decay and infection in the underserved population, all while cultivating lasting relationships throughout the community.

3.01.01 Special Conditions: Intentionally Blank.

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3.04 Covenant. Recipient covenants and agrees that in providing the Public Services it shall not discriminate based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity.

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4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2025.

4.02 Report content. Reports shall provide information on the project including total revenues, total expenses, and information regarding the impact of the Public Services, including the number of City of Burnet Citizens directly benefiting from the Program. Reports shall be in a form acceptable to the City Manager.

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**ARTICLE 6
RECORDS**

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If to City: City of Burnet
 Attention: City Manager
 PO Box 1369
 1001 Buchanan Street, Suite 4
 Burnet, Texas 78611

If to Recipient: Hill Country Humane Society
9150 RR 1431 RM
Buchanan Dam, Texas 78609

The Parties shall have the right, at any time, to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other Party. Each Party shall have the right from time to time to specify additional parties to whom notice hereunder must be given by delivering to the other Party fifteen (15) days' written notice thereof setting forth the address of such additional party or parties; provided, however, that neither Party shall have the right to designate more than two (2) such additional parties. Notice required to be delivered hereunder to either Party shall not be deemed to be effective until the additional parties, if any, designated by such Party have been given notice in a manner deemed effective pursuant to the terms of this Article.

**ARTICLE 11
RELATIONSHIP**

Recipient shall at all times be the independent contractor of City and not the employee or agent of City, with respect to the matters provided for herein. Recipient shall have no right or power to contract with third parties for, on behalf of, or in the name of City or to otherwise bind or obligate the City.

**ARTICLE 12
ASSIGNMENT**

12.01 Binding Effect. This Agreement shall be binding upon and inure to the benefit of Parties and their respective heirs, representatives, successors and permitted assigns.

12.02 Assignment by Recipient. Recipient shall not have the right to assign its rights hereunder without the expressed prior written consent of City.

**ARTICLE 13
MISCELLANEOUS**

13.01 Amendments. This Agreement may be amended only by a written instrument so stating which is executed by the Parties hereto.

13.02 Authority. The person executing this Agreement on behalf of Recipient and City each represents that he/she has the power and authority to do so and to bind his/her principal to the terms of this Agreement.

- 13.03 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same agreement.
- 13.04 Exhibits. Intentionally deleted.
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- 13.07 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
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- 13.09 Waivers. No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof or of any breach of any other provision hereof.

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

THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1st DAY OF OCTOBER 2024.

RECIPIENT:

Hill Country Humane Society
A not-for-profit organization

By: _____

Name: _____

Title: _____

Date: _____

CITY:

CITY OF BURNET, TEXAS,
A Texas home-rule municipality

By: _____
Gary Wideman, Mayor

Date: _____

ATTEST:

Maria Gonzales, City Secretary



Item Brief

Meeting Date

September 24, 2024

Agenda Item

Discuss and consider action: Approval and authorization to purchase a bunker and field rake machine: T. Mercer

Information

A bunker and field rake machine is budgeted at \$12,000 in the 2023-2024 Self-Funded Budget in order to maintain and groom the ballfields at Galloway-Hammond. With the transition in leadership in the Parks Department, this line item was just discovered by the new Parks Superintendent, and it was further determined that the budgeted amount is not sufficient. The need for the equipment remains, and the JOHN DEERE 1200 Bunker and Field Rake is being recommended for purchase. The vendor, United Ag & Turf, is a member of the Sourcewell Purchasing Cooperative.



Fiscal Impact

The total cost of the JOHN DEERE 1200 Bunker and Field Rake is nineteen thousand three hundred fifty-four and 16/100 dollars (\$19,354.16), which is \$7,354.16 more than what was originally budgeted. This additional cost will be included in the total self-funded purchase and amortized over the life of the equipment.

Recommendation

Staff recommends the approval of the purchase of the JOHN DEERE 1200 Bunker and Field Rake for \$19,354.16.



ITEM 8-1.

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

United Ag & Turf
809 Steve Hawkins Pwky
Marble Falls, TX 78654
US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

United Ag & Turf
809 Steve Hawkins Pwky
Marble Falls, TX 78654
830-693-6477
marblefallsgolfjd@unitedagt.com

Quote Summary

Prepared For:
CITY OF BURNET-PARKS
1000 BUCHANAN DR
BURNET, TX 78611

Delivering Dealer:
United Ag & Turf
Charlie Thames
809 Steve Hawkins Pwky
Marble Falls, TX 78654
Phone: 830-693-6477
charliethames@unitedagt.com

Sourcewell Member # 175178
Remit All Payments and PO's To:
United Ag & Turf
Central Park Dr.
Waco, TX 76712

Quote ID: 31129360
Created On: 10 June 2024
Last Modified On: 10 June 2024
Expiration Date: 10 July 2024

Equipment Summary

Selling Price Qty Extended

JOHN DEERE 1200A Bunker and Field Rake \$ 19,354.16 X 1 = \$ 19,354.16

Contract: Sourcewell Grounds Maint 031121-DAC (PG BT CG 76)
Price Effective Date: June 9, 2024

Equipment Total \$ 19,354.16

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 19,354.16
Trade In	
SubTotal	\$ 19,354.16
Est. Service Agreement Tax	\$ 0.00
Total	\$ 19,354.16
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 19,354.16

Salesperson : X _____

Accepted By : X _____



ITEM 8-1.

Selling Equipment

Quote Id: 31129360 Customer Name: CITY OF BURNET-PARKS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
United Ag & Turf
809 Steve Hawkins Pwky
Marble Falls, TX 78654
US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
United Ag & Turf
809 Steve Hawkins Pwky
Marble Falls, TX 78654
830-693-6477
marblefallsgolfjd@unitedagt.com

JOHN DEERE 1200A Bunker and Field Rake

Hours:

Stock Number:

Contract: Sourcewell Grounds Maint 031121-DAC (PG BT CG 76)

Selling Price *
\$ 19,354.16

Price Effective Date: June 9, 2024

* Price per item - includes Fees and Non-contract items

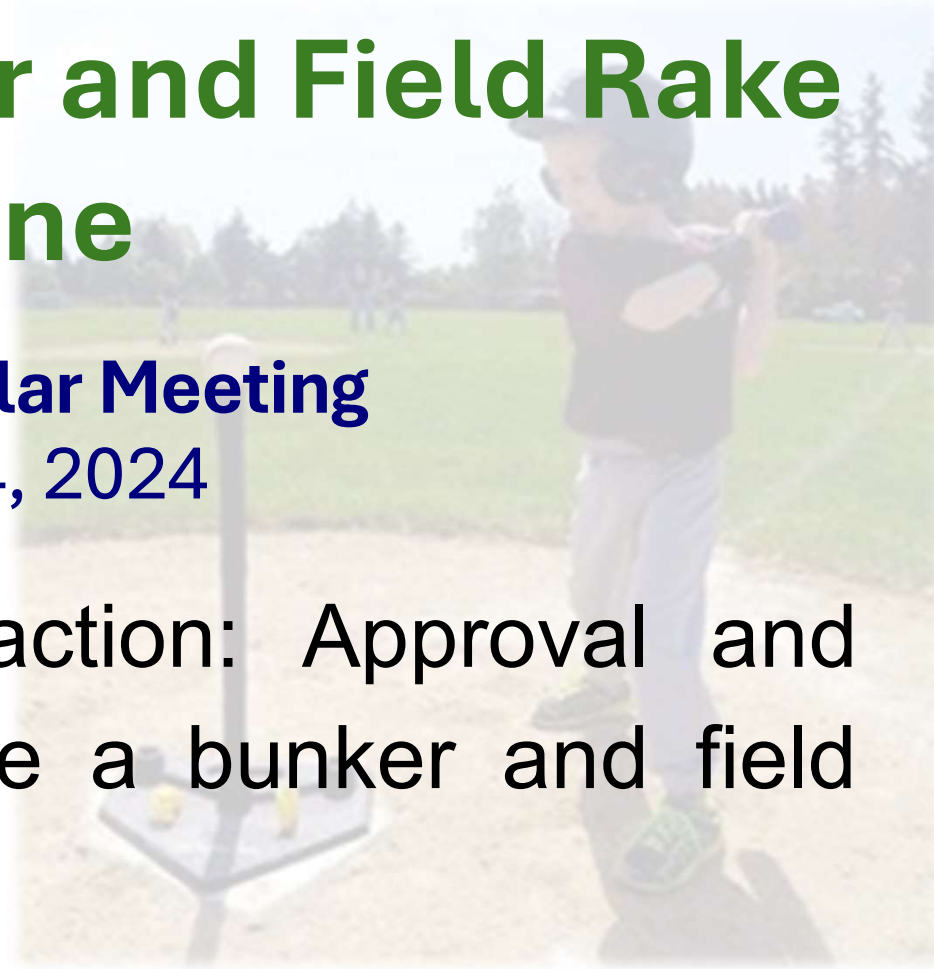
Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
4300TC	1200A Bunker and Field Rake	1	\$ 23,230.00	24.00	\$ 5,575.20	\$ 17,654.80	\$ 17,654.80
Standard Options - Per Unit							
001A	US/Canada	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0443	OM Non CE English/Spanish	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1001	Rear Frame	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2002	Rear Mounted 60 In. Field Finisher	1	\$ -29.00	24.00	\$ -6.96	\$ -22.04	\$ -22.04
3000	(3) Knobby Hi-Flotation Tires and Wheels	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
9013	Narrow Scarifier (Interval) Tines	1	\$ 964.00	24.00	\$ 231.36	\$ 732.64	\$ 732.64
9020	40 In. Front Blade	1	\$ 944.00	24.00	\$ 226.56	\$ 717.44	\$ 717.44
9702	LED Work Light Kit	1	\$ 357.00	24.00	\$ 85.68	\$ 271.32	\$ 271.32
Standard Options Total			\$ 2,236.00		\$ 536.64	\$ 1,699.36	\$ 1,699.36
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 25,466.00		\$ 6,111.84	\$ 19,354.16	\$ 19,354.16

CITY OF BURNET

Purchase of Bunker and Field Rake Machine

City Council Regular Meeting
September 24, 2024

Discuss and consider action: Approval and authorization to purchase a bunker and field rake machine: T. Mercer



Parks and Recreation

CITY OF BURNET

JOHN DEERE 1200 Bunker and Field Rake



- Utilized to maintain and groom ballfields
- Includes a 60" Field Finisher and a 40" Front Blade

Cost: \$19,354.16

United Ag & Turf is a member of the Sourcewell Purchasing Cooperative.



Parks and Recreation

CITY OF BURNET

JOHN DEERE 1200 Bunker and Field Rake



- \$12,000 is Included in the Approved 23-24 Self-Funded Budget

Cost: \$19,354.16
Budgeted: \$12,000
Difference: **(\$7,354.16)**



Parks and Recreation

Questions?

Recommendation

- Staff recommends the approval of the purchase of the JOHN DEERE 1200 Bunker and Field Rake for \$19,354.16.





Item Brief

Meeting Date

September 24, 2024

Agenda Item

Discuss and consider action: Approval of service orders with McCord Engineering for electrical system mapping: E. Belaj

Information

The City previously hired an electrical engineering and planning firm to survey two of its four electric feeders. The current maps owned by the City are outdated and somewhat unreliable. The survey will not only update the maps and make them available for GIS viewing, but will also provide information on the age of some infrastructure components. The previous survey for electric feeder BU-500 was completed at a cost of \$33,360, and the City is nearing the end of surveying feeder BU-200 at a cost of \$37,520. City Council has approved funding for FY 24/25 to complete the surveys of the remaining two feeders, BU-300 and BU-400.

The attached proposal from McCord Engineering is to complete the electric survey for the remaining feeders that includes BU-300 at a cost of \$59,850 (see Exhibit A) and BU-400 at a cost of \$44,500 (see Exhibit B).

Fiscal Impact

The City Council has indicated their desire to adopt a budget including this project costs. The total fee of one hundred four thousand three hundred fifty and 00/100 dollars (\$104,350) will be paid out of the electric fund balance. There are some other associated costs anticipated to be around \$5,000 for the purchase of pole tags, and other appurtenances.

Recommendation

Staff recommends the approval of the service agreement with McCord Engineering and associated costs for a not to exceed amount of one hundred ten thousand and 00/100 dollars (\$110,000) to complete the electric survey for the remaining electric feeders as presented.

Exhibit A

ITEM 8-2.



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

CITY OF BURNET SERVICE ORDER REVISED

Project: City of Burnet – Electric System Mapping / Pole Inspection Phase 3 – BU300

MEI Job Code: BUR-5-B COB Project No.: _____ Date: 09-10-2024

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

MEI Project Managers: Danny Kasper

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

General Description of Services or Product: Perform full electric system aerial pole inspection, construction unit inventory, conductor size ID and GPS locating of overhead and underground structures and locations on BU300.

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

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

ENGINEERING COSTS:


- o Per Location: \$35
- o **Total System: 1710 Locations**

Schedule: Can begin as soon as approved. Estimating deliverables provided 75 working days after start.

Total Cost: \$59,850 Lump sum to be invoiced upon completion

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

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

BY: 

BY: _____

NAME: Rex N. Woods, P.E.

NAME: David Vaughn

TITLE: President

TITLE: City Manager

DATE: 9-10-2024

DATE: _____

ITEM 8-2.



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

**CITY OF BURNET
SERVICE ORDER REVISED**

Project: City of Burnet – Electric System Mapping / Pole Inspection Phase 4 – BU400

MEI Job Code: BUR-5-C COB Project No.: _____ Date: 09-10-2024

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

MEI Project Managers: Danny Kasper

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

General Description of Services or Product: Perform full electric system aerial pole inspection, construction unit inventory, conductor size ID and GPS locating of overhead and underground structures and locations on BU400.

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

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

ENGINEERING COSTS:

- Per Location: \$35
- Total System: 1266 Locations

Schedule: Can begin as soon as approved. Estimating deliverables provided 60 working days after start.

Total Cost: \$44,500 Lump sum to be invoiced up on completion

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

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

BY: 

BY: _____

NAME: Rex N. Woods, P.E.

NAME: David Vaughn

TITLE: President

TITLE: City Manager

DATE: 9-10-2024

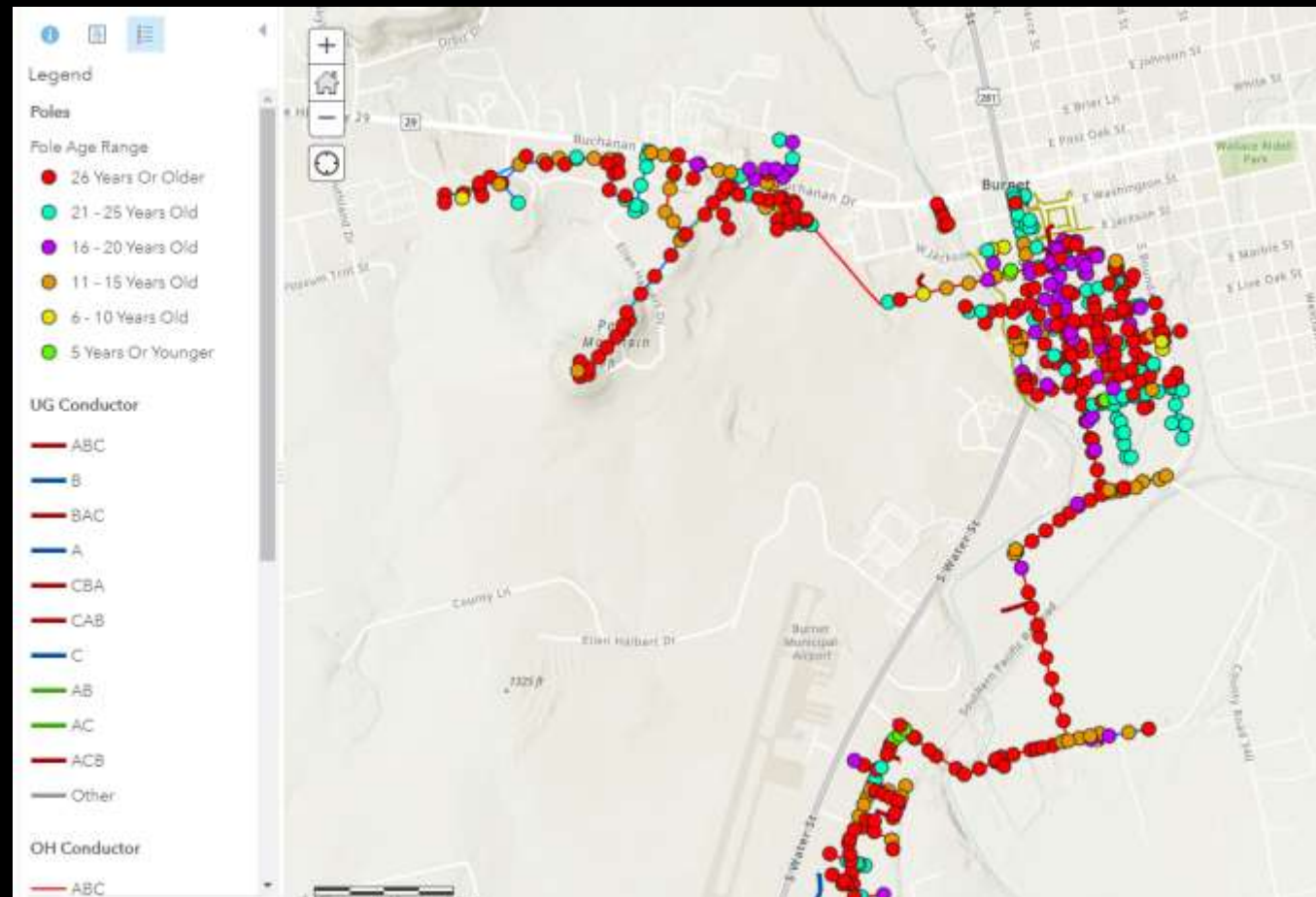
DATE: _____

Electric Grid Survey Ph-2

Survey of BU300 & BU400

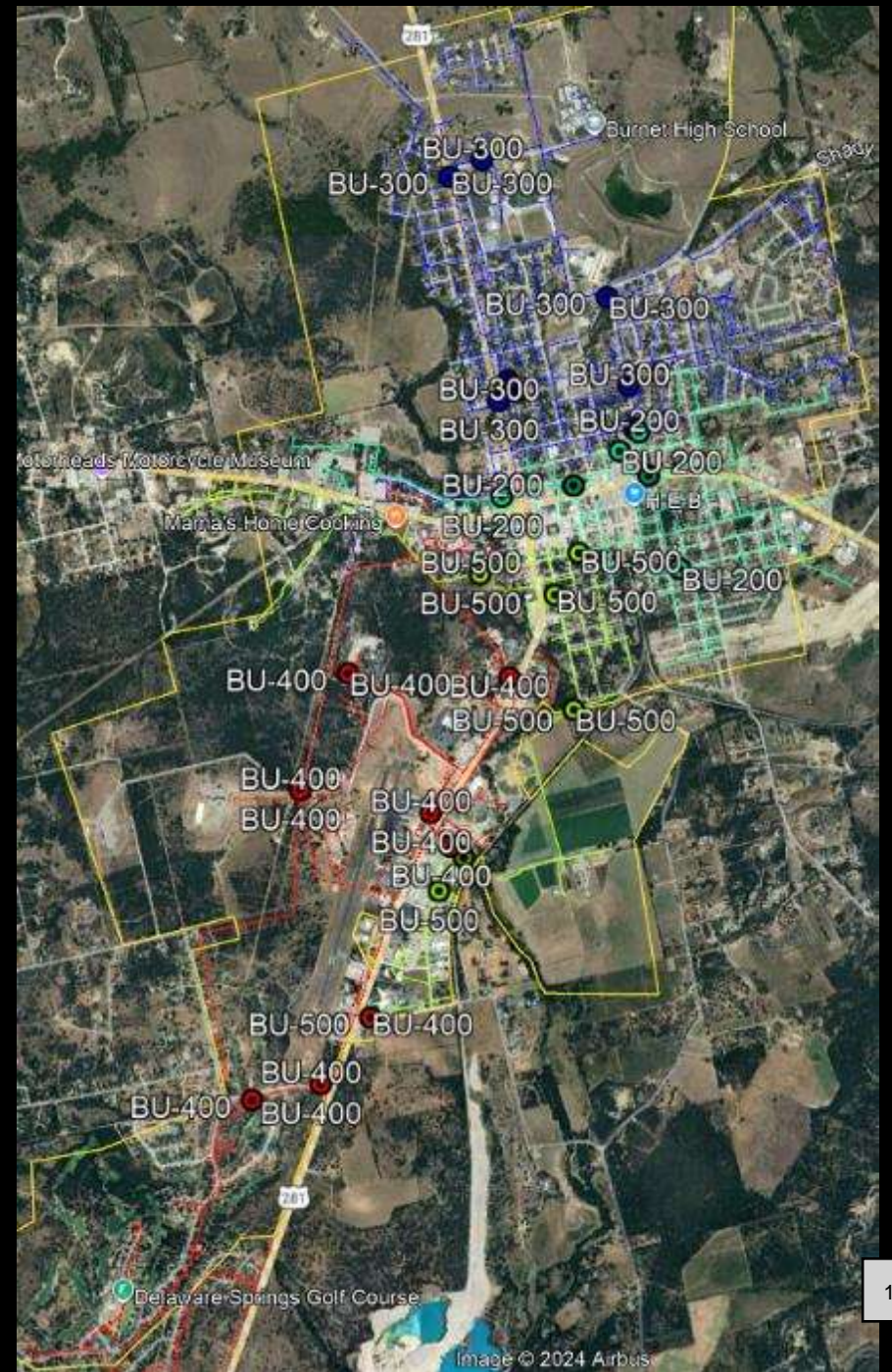
Current/Previous Projects

- Previous BU500 Survey: \$33,360
- Currently Underway BU200 Survey: \$37,520



Proposed Project

- McCord Engineering
- BU300 Survey: \$59,850. This is the north of town area
- BU400 Survey: \$44,500. This is the airport/Delaware area
- Other expenses \$5K



Approval

- Project is in the proposed budget at \$110K
- Staff recommends the approval of the service agreement with McCord Engineering and associated costs for a not to exceed amount of \$110,000 to complete the electric survey for the remaining electric feeders as presented

Feeder	Completed	Proposed
BU500	\$33,360	-
BU200	\$37,520	-
BU300	-	\$59,850
BU400	-	\$44,500
	TOTAL	\$104,350



Item Brief

Meeting Date

September 24, 2024

Agenda Item

Discuss and consider action: Approval and authorization to renew a contract with the Hill Country Humane Society: B. Lee

Information

The purpose of this contract is to provide housing for animals picked up by animal control that the Burnet Police cannot return to their owners or that must be quarantined. The contract allows for housing up to 175 animals per year under the agreement.

Fiscal Impact

The cost of the contract for the 2024-2025 fiscal year is forty-three thousand seven hundred fifty and 00/100 dollars (\$43,750), which remains the same as the previous year.

Recommendation

Staff recommends the approval of the contract with the Hill Country Humane Society at a cost of \$43,750.

**ANIMAL SHELTER/ADOPTION CENTER AGREEMENT
HILL COUNTRY HUMANE SOCIETY**

This agreement (“Agreement”) is made this day by and between CITY OF BURNET (herein called "Entity") and the HILL COUNTRY HUMANE SOCIETY (herein called "Contractor") as follows:

WHEREAS, the Entity is authorized pursuant to Texas Health and Safety Code §826.016, to enter a contract for services; and

WHEREAS, Contractor is a non-profit charitable organization dedicated to the prevention of cruelty to animals and is subject to the Texas Charitable Immunity and Liability Act;

- 1) **Animal Shelter/Adoption Center.** Contractor shall furnish an animal shelter/adoption center sufficient to meet State requirements, and enable Contractor to provide the services stated herein.

- 2) **Operation.** Contractor shall own, operate, and maintain the animal shelter/adoption center in a businesslike manner, in compliance with State regulations and in a manner comparable with other similar shelters. For the purposes of this Agreement, the term animal (“Animal”) shall only include cats and dogs. Without limiting the generality of the foregoing, the operations shall include:
 - A. The shelter shall be open for the delivery of Animals by Animal Control Officers (ACO'S) or other Entity designated agents seven (7) days per week during the hours of **7:00 am – 5:00 pm** with the exception of Thanksgiving Day, Christmas Day, New Year’s Day and Easter when the shelter will be open for delivery between 7:00 am - 10:00 am and 2:00 pm - 3:00 pm.

 - B. The Entity will be charged an after-hours service charge of \$150.00 per service trip for after-hours service. For the purposes of this Agreement, after-hours shall apply to the intake of any Animal(s) after 5:00pm.

 - C. The shelter shall be open to the public to reclaim or adopt Animals on days and times as approved by the Contractor’s Board from time to time.

 - D. The Contractor shall provide routine daily care of Animals at the shelter, including weekends and holidays.

 - E. The Contractor will render euthanasia services and Animal disposal services in accordance with State law, and such that the shelter will be operated on a businesslike and uncrowded basis.

 - F. The Contractor will require those persons adopting an Animal to sign an agreement to spay/neuter the adopted Animal.

- G. It is mutually agreed that any and all donations, contributions, or any other thing of value given to the shelter or its agents, as a result of any service performed in carrying out the provisions of this Agreement, and which is in excess of the amounts properly chargeable for such service shall be credited to the shelter.
- H. It is mutually agreed that the Contractor has facilities for rabies observation (“Quarantine”) for up to eight dogs and four cats. Animals delivered to the shelter by the Entity for Quarantine shall be quarantined for a period of time as required by state law. Any Animal held for Quarantine shall not be counted against the number of Animals provided for in Section 6 of this Agreement if the Shelter receives payment in-full from the owners of the Animals.
- I. Wild animals (non-domestic animals) and/or cats/dogs (domestic animals) brought in for decapitation and/or submission to Texas Department of Health will be charged per animal at a rate of **\$150** per animal. Shelter staff will not decapitate and submit domestic or non-domestic animals that have been dead, unrefrigerated and/or began decomposition or frozen.
- J. It is mutually agreed that the Contractor shall have the sole and exclusive right to determine the responsibility of persons offering to become owners of unclaimed Animals and the suitability of homes offered. The Contractor shall have the sole and exclusive right to accept or reject such applicants for unclaimed Animals.
- K. Any Animal that gives birth within sixty (60) days of being delivered to the shelter shall be deemed to have been pregnant at the time of delivery. Each puppy and/or kitten born to an Animal within such period shall be counted as a separate Animal under the terms and conditions of this Agreement and shall be included in the number of Animals accounted for under Section 6 of this Agreement.
- 3) **Shelter Fees.** The fees charged to those persons adopting, or reclaiming, an Animal shall be determined by the Contractor. The Contractor is authorized to charge, collect, and retain all fees collected. Further, the Contractor may require the owner of every impounded Animal to pay all applicable fees including vaccination fees of an impounded Animal which has not been inoculated as appropriate and to have such Animal inoculated against rabies before redeeming such Animal.
- 4) **Animal Control.** The Entity shall maintain the animal control program and the Contractor shall have no responsibility therefore. The Contractor's responsibility for any Animal shall not commence until such Animal has been delivered to, and accepted by, the shelter. The Entity shall be responsible for ensuring their animal control vehicles and equipment are properly sanitized and following best practices to help prevent the spread of diseases.
- 5) **Impoundment.** Animals seized within the Entity’s jurisdiction by its duly appointed agents may be delivered to the shelter, to be impounded under the exclusive control and custody of the Contractor for periods of time as required by State Law. Every Animal, not claimed and redeemed by the owner before the expiration of three (3) days from the date of seizure by the ACO shall become the sole and exclusive property of the Contractor.

Neither the Entity nor any agency, nor agent of the Entity, nor of the State of Texas, nor any institution, corporation, nor individual shall have any claim or right to any Animal not claimed or redeemed.

The Entity agrees that the Contractor shall have the undisputed right, consistent with state law requirements, to humanely dispose of any Animal in its custody. Save and except, the Contractor shall hold an Animal Entity officials believe is dangerous until disposition of the Animal is determined according to state law. The Contractor shall not destroy the Animal without a release from the owner or an order of the court of competent jurisdiction upon final appeal.

- 6) **Entity Fees.** The Contractor agrees to accept up to **ONE HUNDRED SEVENTY FIVE (175)** Animals and the Entity agrees to pay **FORTY-THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND 00/100's (\$43,750.00)** in quarterly payments of **TEN THOUSAND NINE HUNDRED THIRTY-SEVEN DOLLARS AND 50/100's (\$10,937.50)**. The quarterly payment will be paid to the Contractor by the 15th day of the month of each quarter (Oct 15th, Jan 15th, April 15th, July 15th). If the number of Animals the Entity delivers to the shelter exceeds **ONE HUNDRED SEVENTY FIVE (175)** during the Term of this Agreement, the Entity will be charged an additional charge of \$300.00 per Animal, billed on a monthly basis.
- 7) **Carryover.** In the event the Entity delivers fewer Animals to the shelter than provided for in Section 6 herein, the Entity shall receive a credit that may be applied to any overage charges for the number of Animals in the following year. Notwithstanding the foregoing, if the Entity reduces the number of Animals in next year's Agreement, this shall not apply. For example, if the entity has delivered 10 less Animals to the shelter than provided for in this year's Agreement and does not reduce its contractual number of Animals for the following year, then the Entity could deliver up to 10 more Animals in the following year without any additional cost.
- 8) **Reports.** Contractor shall, by the fifteenth (15th) day of each month, provide the Entity with a monthly report showing the number and type of Animals taken in during the preceding month.
- 9) **Records.** The animal shelter/adoption center, its operation, books, and records shall be available for inspection and copying by the Entity at reasonable times and upon reasonable request. The shelter shall further be accessible for inspection, without notice, by the Texas Department of Health.
- 10) **Default.** In the event the shelter fails to pass a State inspection conducted by State Officials, with written notice thereof to the Contractor, the Contractor shall have thirty (30) days within which to cure the same. If at the end of such thirty (30) days the default has not been cured then this Agreement may be terminated by the Entity.
- 11) **Insurance.** The Contractor shall obtain a policy of fire and extended coverage insurance on the shelter improvements. The coverage of such policy shall be in the amount of the replacement cost of the improvements. The Contractor shall also

obtain a policy of liability insurance, insuring the Society against liabilities arising out of the shelter operations. A copy of the current policies shall be available to the Entity upon request as well as proof that all current premiums have been paid.

- 12) **Maintenance.** The Contractor shall maintain the shelter and tangible personal property incident thereto in a first-class condition substantially odor free, and in a well-kept appearance, reasonable wear and tear excepted.
- 13) **Independent Contractor.** The Contractor, in the performance of its obligation hereunder, is an independent contractor. No employee or representative of the Contractor shall ever be deemed to be an employee or an agent of the Entity for any purpose whatsoever.
- 14) **Term.** This Agreement shall begin on Oct 1, 2024 and end on September 30, 2025.
- 15) **Notice.** All notices sent hereunder to the Contractor shall be sent in the United States Mail, postage prepaid to:

Contractor:	Hill Country Humane Society 9150 RR 1431 W Buchanan Dam, TX 78609
Entity:	City of Burnet Att: Chief of Police P.O. Box 1369 Burnet, TX 78611

- 16) **Contractor Indemnification.** The Entity shall have no liability whatsoever for the actions of, or failure to act by, any employees, subcontractors, agents or assigns of the Contractor and the Contractor covenants and agrees that:
 - A. The Contractor shall be solely responsible, as between the Contractor and the Entity and the agents, officers and employees of the Entity, for and with respect to any claim or cause of action arising out of or with respect to any act, omission or failure to act by the Contractor or its agents, officers, employees and subcontractors, while performing any function or providing or delivering any service undertaken by the Contractor pursuant to this Agreement; and
 - B. To the fullest extent permitted by law, the Contractor hereby agrees to indemnify and hold the Entity and its agents, officers and employees harmless from all costs, claims, expenses, and liabilities (including attorney's fees) whatsoever that may be incurred by the Entity, its agents, officers, employees, arising from any and all acts done or omitted to be done by Contractor, or the employees, agents, subcontractors or assigns of Contractor, in connection with the operation of the Contractor or the provision of service by the Contractor pursuant to this Agreement.
- 17) **Entity Indemnification.** The Contractor shall have no liability whatsoever for the actions of, or failure to act by, any employees, subcontractors, agents or assigns of the Entity and the Entity covenants and agrees that:

- A. The Entity shall be solely responsible, as between the Contractor and the Entity and the agents, officers and employees of the Contractor, for and with respect to any claim or cause of action arising out of or with respect to any act, omission or failure to act by the Entity or its agents, officers, employees and subcontractors, while performing any function or providing or delivering any service undertaken by the Entity pursuant to this Agreement; and
- B. To the fullest extent permitted by law, the Entity hereby agrees to indemnify and hold the Contractor and its agents, officers and employees harmless from all costs, claims, expenses, and liabilities (including attorney's fees) whatsoever that may be incurred by the Contractor, its agents, officers, employees, arising from any and all acts done or omitted to be done by Entity, or the employees, agents, subcontractors or assigns of Entity, in connection with animal control of the Entity.
- 18) Immunity: No Third Party Beneficiaries.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the Entity or the Contractor nor to create any legal rights or claims, contractual or otherwise, on behalf of any third party. Neither the Contractor, nor the Entity waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity or charitable immunity under the laws of the State of Texas or other legal defense to either contracting party as to any third party, under the laws of this State and/or the Entity's Charter (if applicable).
- 19) No Joint Venture, Agency, Joint Enterprise.** This Agreement shall not be construed to establish a partnership, joint venture, agency, or joint enterprise, express or implied, nor any employer-employee or borrowed servant relationship by and among the parties hereto. Nor shall this Agreement be construed to create or grant rights, contractual or otherwise to any other person or entity not a party to this contract. Each party shall remain solely responsible for the proper direction of its employees and an employee of one shall not be deemed an employee or borrowed servant of the other for any reason.
- 20) Amendments and Modifications.** This Agreement may not be amended or modified except by written amendment executed by the Entity and the Contractor and authorized by their respective governing bodies.
- 21) Entire Agreement.** This Agreement sets forth all of the agreements between the parties, and there are no other agreements, conditions, and understandings or representations, oral or written, other than those set forth herein. This Agreement may only be amended by a written instrument signed by both parties. This Agreement supersedes and cancels any prior Agreements.
- 22) Non-funding Clause.** In the event no funds or insufficient funds are appropriated and budgeted, regardless of any other term in this Agreement, in any fiscal year for payment(s) due under this Agreement, the Entity will immediately notify the Contractor of such occurrence and this Agreement shall terminate within sixty (60) days of notice without penalty or expense to the Entity.

23) Non Waiver. Failure of any party hereto to terminate this Agreement or take any other action regarding a default, shall never have the effect of waiving any act of default, nor shall either party ever be estopped to claim an act of default.

24) Texas Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Llano County, Texas. Venue shall lie exclusively in Burnet or Llano County, Texas.

EFFECTIVE as of the 1st day of October, 2024.

Print Name

Signature

Title

Witness:

Print Name

Signature

HILL COUNTRY HUMANE SOCIETY

By: _____
Dr. Dan McBride,
President

Hill Country Humane Society

Contract renewal FY 25



Hill Country Humane Society



Shelter for animals that cannot be returned to owners in a timely manner.



Capacity of 175 animals per year based on the contract



Necessary component of animal control services for the city



Incredible working relationship with the shelter and community





Costs

\$43,750
175 animals

No increase from the
previous year's contract

Questions?

Recommendation

Staff recommends the approval of the contract with the Hill Country Humane Society at a cost of \$43,750.



Item Brief

Meeting Date

September 24, 2024

Agenda Item

Discuss and consider action: Approval and authorization to purchase a mini excavator: T. Mercer

Information

To allow the Parks Department, Street Department, and Water/Wastewater Department crews to access smaller, confined project areas and leave a smaller excavation footprint resulting in less cleanup and patching, staff is recommending the purchase of a 2024 JOHN DEERE 50P Mini Excavator with a hammer attachment. In addition to facilitating the work of City crews, the mini excavator will reduce required equipment rentals. This item is included in the approved 2024-2025 General Fund Capital Projects Budget. The purchase order is attached for the Council’s review, and the vendor, RDO Equipment Company, is a member of the BuyBoard Purchasing Cooperative.



Fiscal Impact

The total cost of the 2024 JOHN DEERE 50P Mini Excavator is one hundred one thousand nine hundred seventy-eight and 36/100 dollars (\$101,978.36).

Recommendation

Staff recommends the approval of the purchase of a 2024 JOHN DEERE 50P Mini Excavator at a cost of \$101,978.36.



Retail Purchase Order

RDO Equipment Co.
 16415 N Interstate 35
 Pflugerville TX, 78660
 Phone: (512) 272-4141 - Fax: (512) 272-9365

Bill To:
 CITY OF BURNET
 1001 BUCHANAN DR SUITE 4
 PO BOX 1369
 BURNET, TX, 786111369
 (512) 756-6093

Purchase Order Date: 9/11/2024
Purchase Order #: 1782851
Purchaser Account #: 6093004

Customer Purchaser Type: Governmental - City/Town/Village
Customer Market Use: Earth Moving - Land Improvement
Location of First Working Use: BURNET, TX, 786111369
Sales Professional: Chris Hamilton
Phone: (512) 687-7183
Fax:
Email: CHamilton@rdoequipment.com

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	1FF050PACRH002242 Z046222	0	New 2024 JOHN DEERE 50P Freight Out delivery	\$80,511.70 \$750.00
1	PXBU9KC000696 Z088319	0	New 2024 JOHN DEERE 60HD12	\$1,600.00
1	PXBU7KG002701 Z055324	0	New 2024 JOHN DEERE 50HD24	\$1,750.00
1	TBD TBD	0	New 2024 JOHN DEERE 50hd 36 clean out	\$2,012.91
1	TBD TBD		New 2024 OKADA AMERICA top45B	\$15,353.75

Equipment Subtotal: \$101,978.36

Purchase Order Totals

Balance: \$101,978.36
Total Taxable Amount: \$0.00
TX STATE TAX: \$0.00
TX SPECIAL TAX: \$0.00
Sales Tax Total: \$0.00
Sub Total: \$101,978.36
Cash with Order: \$0.00
Balance Due: \$101,978.36

Information

ITEM 8-4.

Product(s)

ACKNOWLEDGMENTS - Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above Product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the Product(s) ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. Except as provided herein and as necessary to protect RDO Equipment from the claims of a bankruptcy trustee or a buyer in the ordinary course or business, the Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order. I (we) hereby grant a security interest to RDO Equipment in the Product.

DISCLOSURE OF REGULATION APPLICABILITY - When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm.

IMPORTANT WARRANTY NOTICE - The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE.

Telematics: Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Upon signature of delivery acknowledgment, customer is accepting the equipment, including attachments, in "AS IS" condition, agreeing to notify RDO Equipment Co. within 24 hours of any damages or discrepancies found upon receipt of equipment.

Signature Area

Purchase Order Accepted By:

(Customer's Signature)

(Date Accepted)

(Authorized Signature of Dealer)

(Date Accepted)

Delivery of Equipment Acknowledgement:

(Customer's Signature)

Date Accepted

(Account Manager's Signature)

Date Accepted

Standard Warranty Acknowledgement:

(Delivered On)

(Warranty Begins)

(Customer's
Initials)

(Account
Manager's
Initials)

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	1FF050PACRH002242	2024 JOHN DEERE 50P	0202 DESTINATION CODE - US 0259 ENGLISH CUSTOMER DELIVERY OM 0408 CFG8 CAB RBTRK LNGARM AB FREIGHT MKT DEV FUND
1	PXBU9KC000696	2024 JOHN DEERE 60HD12	None
1	PXBU7KG002701	2024 JOHN DEERE 50HD24	None
1	TBD	2024 JOHN DEERE 50hd 36 clean out	BYT10986 36" Clean out bucket
1	TBD	2024 OKADA AMERICA top45B	top45B 50P hammer

STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, COMPACT CONSTRUCTION (CCE) FORESTRY, AND UTILITY PRODUCTS – US & Canada

- **Construction & Forestry Products:** 12 months/unlimited hours (whichever occurs first) Full Machine Standard Warranty
- **Compact Construction Equipment (CCE) Products:** 24 months or 2000 hours (whichever occurs first) Full Machine Standard Warranty
- **C&E Series Pull-Type Scrapers:** 6 months Full Machine Standard Warranty
- **DC & DE Pull-Type Scrapers:** 12 months Full Machine Standard Warranty
- **Scraper Tractors:** 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments:** 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

STANDARD Warranty is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

EXTENDED Warranty is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

STRUCTURALL Warranty applies to certain structural components as listed below and as described in this document.

FACTORY-INSTALLED UNDERCARRIAGE Warranty applies to certain undercarriage components as listed below and as described in this document.

A. STANDARD WARRANTY - GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

B. WHAT IS COVERED BY STANDARD WARRANTY -

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

C. EXCLUSIVE REMEDY -

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY -

1. Standard Warranty does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
2. Factory-Installed Undercarriage Warranty covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. StructurALL Warranty for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructurALL Warranty.

Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

Items Covered by StructurALL for Cut-to-Length Forestry Machines: Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

StructurALL Warranty does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
2. C-Frames on Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length Forestry Heads and Slash Bundler Units.
4. Crawlers equipped with optional side booms.
5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
6. Motor Graders equipped with front- or rear-mounted snow wings.

E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Additional Labor Time - Above Dealer Labor Rate
6. Additional Cleaning - Above Dealer Labor Rate
7. Rental Fees
8. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, negligence, collision, or other accidents.
9. Premiums charged for Overtime Labor
10. Transportation to and from the dealership.
11. Travel time, mileage, or service calls by the dealer.
12. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
13. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers.
14. Torn, cut, or worn hoses.
15. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
16. Items such as cutting-edge parts, delimiting knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
17. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
18. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
19. Parts supplied by or repairs, maintenance or modifications performed by someone other than an authorized John Deere dealer, including any damage caused by such use of parts, repairs, maintenance, or modifications not performed by an authorized John Deere dealer.
20. Topping off fluids when fluid levels fall in the range between low and full
21. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
22. Attachments installed aftermarket – i.e., Winch not installed at factory.
23. Custom options installed outside the factory – i.e., G.R. Manufacturing option packages.
24. Used Products (except as otherwise provided in section L below).

F. TERMINATION OF WARRANTY-

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. The product is modified or altered in ways not approved by John Deere; or
2. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
3. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

H. TELEMATICS

NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at www.jdlink.com.

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy.

I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor) that would not have been incurred had the product been repaired at the dealer's place of business.

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**

CITY OF BURNET

Purchase of a Mini Excavator

City Council Regular Meeting
September 24, 2024

Discuss and consider action: Approval and authorization to purchase a mini excavator:
T. Mercer



Streets Department and Water/Wastewater Department

CITY OF BURNET

2024 JOHN DEERE 50P Mini Excavator

WITH HAMMER ATTACHMENT



Cost: \$101,978.36

Included in the Approved 24-25
General Fund Capital Projects Budget

- Provide access to smaller, confined project areas
- Smaller excavation footprint, thus less cleanup and patching
- Reduce future rental expenses

RDO Equipment Company is a member of the BuyBoard Purchasing Cooperative.



Streets Department and Water/Wastewater Department

Questions?

Recommendation

- Staff recommends the approval of the purchase of a 2024 JOHN DEERE 50P Mini Excavator at a cost of \$101,978.36.



Streets Department and Water/Wastewater Department



Item Brief

Meeting Date

September 24, 2024

Agenda Item

Discuss and consider action: Resolution No. 2024-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AUTHORIZING THE USE OF COUNCIL RESTRICTED FUNDS TO SUPPLEMENT THE PURCHASE OF EQUIPMENT FOR THE CITY'S FIRE, STREET AND WATER DEPARTMENTS: P. Langford

Information

The use of Restricted by Council funds requires Council action to satisfy an authorized expenditure.

Fiscal Impact

- One hundred sixty-five thousand and 00/100 dollars (\$165,000) in Restricted by Council funds for the General Fund will be used to offset the cost to purchase a water truck to be used jointly by the Fire Department and Street Department as approved in the 2023-2024 budget.
- One hundred thousand and 00/100 dollars (\$100,000) in Restricted by Council funds for the Water and Wastewater Department will be used to offset the cost to purchase a dump truck for the Water and Wastewater Department as approved in the 2023-2024 budget.

Recommendation

Staff recommends the approval of Resolution No. R2024-70 authorizing the use of restricted funds as presented.

RESOLUTION NO. R2024-70**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE USE OF COUNCIL RESTRICTED FUNDS TO SUPPLEMENT THE PURCHASE OF EQUIPMENT FOR THE CITY'S FIRE, STREET, AND WATER DEPARTMENTS.**

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

WHEREAS, the Investment Policy is reviewed and adopted annually by the Council, complies with the PFIA, and authorizes the investment of City funds in safe and prudent investments; and

WHEREAS, it is advantageous for the City to withdraw and deposit restricted fund assets for the purpose of investment as provided for herein; and

WHEREAS, the City established a Restricted by Council account for the General Fund to be used for future capital needs. The funds were deposited into Texpool account 2711100011 in accordance with the City's Investment Policy and may only be withdrawn by Council action to satisfy an authorized expenditure.

WHEREAS, the City established a Restricted by Council investment account for the Water and Wastewater Fund to be used for the fund's future capital needs. The funds were deposited into Texpool account 2711100023 in accordance with the City's Investment Policy and may only be withdrawn by Council action to satisfy an authorized expenditure.

WHEREAS, the Council has identified as a priority the purchase of a water truck to be used jointly by the fire and street departments of the City and the purchase of a dump truck for the water department.

WHEREAS, During the 2023-2024 budget process, two hundred thousand and 00/100 dollars (\$200,000) was appropriated in the 2023-2024 capital budget for the purchase of a water truck to be used jointly by the fire and street departments and funding sources included one hundred sixty-five thousand and 00/100 (\$165,000) from the Restricted by Council capital reserve account for the general fund and thirty-five thousand and 00/100 dollars (\$35,000) from cash.

WHEREAS, During the 2023-2024 budget process, one hundred sixty thousand and 00/100 dollars (\$160,000) was appropriated in the 2023-2024 capital budget for the purchase of a dump truck for the water department and funding sources included one hundred thousand and 00/100 dollars (\$100,000) from the Restricted by Council capital

reserve account for the water and wastewater department and forty thousand and 00/100 dollars (\$40,000) from cash.

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. Approval. The Council does hereby approve the use of one hundred sixty-five thousand and 00/100 dollars (\$165,000) from the Restricted by Council account for the General Fund (Texpool account 2711100011) to reimburse the City’s operating funds for a portion of the purchase of the water truck and the cost of outfitting the truck for service as approved in the 2023-2024 General Fund capital budget.

The Council does hereby approve the use of one hundred thousand and 00/100 dollars (\$100,000) from the Restricted by Council account for the Water and Wastewater Fund (Texpool account 2711100023) to reimburse the City’s operating funds for a portion of the purchase of the dump truck and the cost of outfitting the truck for service as approved in the 2023-2024 Water and Wastewater capital budget.

Section Three. Authorization. The City Manager and the Finance Director are authorized and directed to take those actions that are 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 Five. Effective Date. That this resolution shall take effect immediately upon its passage, and approval as prescribed by law.

PASSED AND APPROVED on this the 24th day of September 2024.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary



Item Brief

Meeting Date

September 24, 2024

Agenda Item

Discuss and consider action: Resolution No. R2024-71
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A VENDOR AGREEMENT BETWEEN THE CITY OF BURNET AND OPPORTUNITIES FOR WILLIAMSON AND BURNET COUNTIES TO PROVIDE AN ENERGY ASSISTANCE PROGRAM FOR ELIGIBLE LOW-INCOME CLIENTS:
P. Langford

Information

City of Burnet residents who qualify for low-income assistance can apply with Opportunities for Williamson and Burnet Counties for a grant to assist them with payment of their energy bill and there are currently sixty-one (61) residents of Burnet receiving assistance.

Fiscal Impact

During the current fiscal year, the City has received fifty-eight thousand five hundred fifty-nine and 70/100 dollars (\$58,559.70) in assistance grants from Opportunities for Williamson and Burnet Counties.

Recommendation

Staff recommends approval of Resolution R2024-71 as presented.

RESOLUTION NO. R2024-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A VENDOR AGREEMENT BETWEEN THE CITY OF BURNET AND OPPORTUNITIES FOR WILLIAMSON AND BURNET COUNTIES TO PROVIDE AN ENERGY ASSISTANCE PROGRAM FOR ELIGIBLE LOW-INCOME CLIENTS.

WHEREAS, the purpose of the Comprehensive Energy Assistance Program (“CEAP”) funded from the Low-income Home Energy Assistance Program (“LIHEAP”) grant is to maintain an energy supply to heat and cool the residences of eligible low-income clients.

WHEREAS, the City of Burnet agrees to honor the purpose of the CEAP grant and to accept pledges of payment from CEAP agencies only for certified customers to whom the City of Burnet continues to provide energy services.

WHEREAS, Opportunities for Williamson & Burnet Counties is a subrecipient of the Texas Department of Housing and Community Affairs (“TDHA”) and as such is authorized and has received funding from the TDHA to provide bill payment assistance service for eligible low-income households.

WHEREAS, the City plans to enter into a two-year agreement with Opportunities for Williamson and Burnet Counties to provide energy assistance for eligible low-income households.

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. Approval. The Comprehensive Energy Assistance Program Public Utilities Vendor Agreement between Opportunities for Williamson and Burnet Counties and the City of Burnet is hereby approved.

Section Three. Authorization. The City Manager is hereby authorized and directed to execute the attached vendor agreement and to take such other actions reasonably necessary to facilitate the purpose of this resolution.

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

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

PASSED AND APPROVED on this the 24th day of September 2024.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary

COMPREHENSIVE ENERGY ASSISTANCE PROGRAM PUBLIC UTILITIES VENDOR AGREEMENT

PURPOSE. The purpose of the Comprehensive Energy Assistance Program (“CEAP”) Public Utilities Vendor Agreement (“Vendor Agreement”) funded from the Low-Income Home Energy Assistance Program (“LIHEAP”) is to provide a grant to maintain an energy supply to heat and cool the residences of eligible low-income clients.

The Energy Services Provider identified below (“Vendor”), agrees to honor the purpose of the CEAP grant and to accept pledges of payment from CEAP agencies only for certified customers to whom Vendor continues to provide energy services. The Energy Assistance Provider identified below (“Agency”), agrees to make payments only for eligible low-income clients.

PARTIES. This Vendor Agreement is by and between:

Opportunities For Williamson & Burnet Counties
Energy Assistance Provider (“Agency”)

and

CITY OF BURNET
Energy Services Provider (“Vendor”)

The Agency and Vendor are each a party to this Vendor Agreement and herein each referred to as “Party” or collectively referred to as “Parties”.

SERVICE AREA. Vendor and Agency agree to assist customers in the following counties: WILLIAMSON AND BURNET

TERM. This Vendor Agreement shall be effective from the 10 day of SEPT 2024 for a period not to exceed two years from the effective date. Either of the Parties may terminate this a Vendor Agreement by written notice. Such written notice of termination shall not affect any obligation by either of the Parties incurred prior to the receipt of such notice.

NOTICE. Notice shall be sent via certified mail to the addresses below with return receipt requested.

Vendor: CITY OF BURNET
(Vendor Name)
P.O. Box 1369 BURNET, TX 78611
(Vendor Mailing Address)

Agency: Opportunities For Williamson & Burnet Counties
(Agency Name)
604 High Tech Drive Georgetown, TX. 78626
(Agency Mailing Address)

AGENCY REPRESENTATIONS. The Agency represents and warrants to Vendor that it is a subrecipient of the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas (“TDHCA”) and as such is authorized and has received funding from the TDHCA to provide bill payment assistance service for eligible low-income households.

VENDOR’S REPRESENTATIONS The Vendor represents and warrants that it will apply any payments received from Agency to the account of the customer that the Agency has determined to be eligible under the CEAP guidelines and such is a “Certified Customer”.

VENDOR’S PERFORMANCE. Vendor will, with reference to a Certified Customer:

- Extend the CEAP applicant’s energy service for up to five business days while the Agency determines whether the CEAP applicant is eligible pursuant to the CEAP guidelines.
- Upon accepting pledge from Agency for Certified Customer, continue or restore energy service to Certified Customer with no increases in charges, service charges or other charges affecting the total cost of the bill, except as allowed by the stated tariff cost registered with the Public Utility Commission “PUC” and/or Texas Railroad Commission.
- In the event the full past due balance is not paid by the Agency, the Certified Customer must pay the remaining balance on or before the disconnect date stated in the customer’s Disconnect Notice required by PUC regulations in order to avoid disconnection or be eligible for reconnection. Nothing in this Vendor Agreement requires the Vendor to reconnect the customer upon receipt of a pledge that does not cover the full past due balance or if the customer has already been disconnected by the time the pledge is received by the Vendor.
- Invoice the Certified Customer in accordance with Vendor’s normal billing practices.
- Upon verbal or written request from Agency, provide at no cost to the Agency the Certified Customer’s billing and usage history for previous twelve (12) months, or available history plus monthly estimates if less than twelve (12) months of billing history and usage is available. Vendor will transmit such billing history via electronic mail or facsimile as soon as possible, but no later than forty-eight (48) hours following the request.
- Work with Agency and Certified Customer to explore the feasibility of offering flexible payment arrangements that may include, without limitation, waiving security deposits, reconnect fees, application fees, and all other fees whenever possible.
- Not discriminate against Certified Customer in price or services, including the availability of deferred payment plans, level or average payment plans, discount, budget, advance payment or other credit plans.
- Not refuse to provide energy service or otherwise discriminate in the marketing and provision of energy service to any Certified Customer because of race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, financial status, location of customer in an economically distressed geographic area, or qualification for low-income or energy-efficiency services.

- Allow Agency forty-five (45) days from the date of the pledge to forward payment to the Vendor. Vendor agrees not to consider the portion of the Certified Customer's account to be paid by the Agency delinquent if said payment is received within the above mentioned forty-five (45) day period, and Vendor is provided with a verbal or signed pledge from the Agency within forty-five (45) days of identifying a Certified Customer.
- Not interrupt service if Certified Customer is eligible under PUC regulations, or other state agency regulations (as applicable), and enters into an agreement with the Vendor concerning how the Certified Customer will pay the balance owed Vendor and the Certified Customer is meeting the obligation under such agreement.
- If the Agency has paid for an initial deposit or similar refundable instrument, upon the termination of service to the Certified Customer, the Vendor shall return funds including interest (after any balance owed) to the Agency in accordance with PUC regulations or 10 Texas Administrative Code §6.312(f) (as applicable).

AGENCY'S PERFORMANCE. The Agency will:

- Obtain written permission for Agency to request and have access to customer information, including confidential or personal account information, credit and payment history, from customers seeking Agency's assistance. Social Security numbers are not required for the CEAP program and may not be disclosed to Agency.
- Provide to Vendor, at Vendor's request, customer's written permission for Agency's access to customer information as stated above.
- Not provide pledges on behalf of a Certified Customer to Vendor without having adequate funds to pay such pledge.
- Pay pledges within forty-five (45) days of making pledge to Vendor.
- Determine if a customer is a Certified Customer within five days of contacting Vendor.
- Provide Vendor a list of names, telephone numbers and e-mail addresses of Agency staff designated to make pledges on behalf of the Agency and Certified Clients, if requested from Vendor.

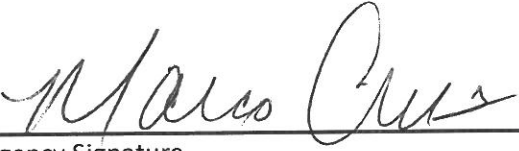
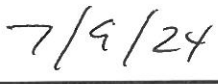
ASSIGNMENT. Agency's obligations under this Vendor Agreement are contingent upon the receipt and availability of funding by TDHCA under a contract for energy services by and between Agency and TDHCA. If funding for energy services under said contract is not available to make payments to Vendor under this Vendor Agreement, Agency or TDHCA will notify Vendor in writing within a reasonable time after such fact is determined. Agency shall then assign its responsibilities under this Vendor Agreement to TDHCA by executing an assignment on a form approved by TDHCA. If an assignment under this provision is required, the Parties hereby agree to execute any and all instruments in order to facilitate the assignment of the Agency's responsibilities to TDHCA under this Vendor Agreement.

CONFIDENTIALITY. The terms of any confidential transaction under this Vendor Agreement or any other information exchanged by the Agency and Vendor relating to any transaction shall not be disclosed to any person not employed or retained by the Agency or Vendor, their affiliates, or brokers, except to the extent disclosure is 1) required by law; 2) necessary to disclose to the other Party in connection with a dispute between the Parties; 3) otherwise permitted by written consent of the other Party; 4) required by guarantors to be disclosed; 5) information which must be disclosed to a third party to transmit energy; 6) to meet reliability council, regulatory, administrative, judicial, governmental, or regulated commodity exchange requirements where necessary; or 7) information which was or is hereafter in the public domain (except by breach of this Vendor Agreement).

Executed to be effective on SEPT 10, 2024.

VENDOR:

Authorized Vendor Signature	Date
Typed Name of Authorized Signature	Title
512-715-3205	
Vendor (Area Code) Telephone Number	
stucker@cityofburnet.com , tshirley@cityofburnet.com	
Vendor Email Address	

AGENCY:  

Authorized Agency Signature	Date
Marco Cruz	Executive Director
Typed Name of Authorized Signature	Title
512-255-2202	
Agency (Area Code) Telephone Number	



Opportunities

for Williamson & Burnet Counties

Public Utilities Vendor Agreement

Comprehensive Energy
Assistance Program

Discuss and consider action: Resolution No.
R2024-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A VENDOR AGREEMENT BETWEEN THE CITY OF BURNET AND OPPORTUNITIES FOR WILLIAMSON AND BURNET COUNTIES TO PROVIDE AN ENERGY ASSISTANCE PROGRAM FOR ELIGIBLE LOW-INCOME CLIENTS: P. Langford



Opportunities for Williamson and Burnet Counties provides energy assistance to eligible low-income residents through a Comprehensive Energy Assistance Program Grant.

During FY 2023-2024:

- **Provided \$58,559.70 in assistance to Burnet residents.**
- **Currently, 61 residents receive assistance each month.**

- The vendor agreement between City of Burnet and Opportunities for Williamson and Burnet Counties is renewed every two years.
- There have been no significant changes to the contract since the last renewal.
- Staff recommends approval of Resolution R2024-71 as presented.



Questions?

Recommendation

Staff recommends approval of Resolution R2024-71 as presented.



Item Brief

Meeting Date

September 24, 2024

Agenda Item

Discuss and consider action: Resolution No. R2024-72: A. Feild
A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE ROUTINE AIRPORT MAINTENANCE PROGRAM (RAMP) AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE STATE FISCAL YEAR 2025; AUTHORIZING CITY MATCHING FUNDS IN THE AMOUNT OF \$11,111.11; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT PROGRAM DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE

Information

The City of Burnet has participated in the Routine Airport Maintenance Program (RAMP) with TxDOT Aviation since 2004. These grant funds assist the City with airside and landside maintenance along with small capital projects at the airport. The FY 2025 Grant operates on a 90/10 matching basis and is comprised of \$100,000 from TxDOT Funds and \$11,111.11 from Airport funds for a total of \$111,111.11. These funds are disbursed as reimbursements for qualifying expenses, up to a total of \$100,000.

Fiscal Impact

One hundred eleven thousand one hundred eleven and 11/100 dollars (\$111,111.11) Budgeted Airport Funds; of which 90% (or up to \$100,000) will be reimbursable by the State, and a local share of 10% (or up to \$11,111.11).

Recommendation

Staff recommends the approval of Resolution No. R2024-72 as presented.

RESOLUTION NO. R2024-72

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE ROUTINE AIRPORT MAINTENANCE PROGRAM (RAMP) AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE STATE FISCAL YEAR 2025; AUTHORIZING CITY MATCHING FUNDS IN THE AMOUNT OF \$11,111.11; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT PROGRAM DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Burnet, as Sponsor, intends to make certain improvements to the Burnet Municipal Airport (“Airport”) which qualify for state matching grant funding from the Texas Department of Transportation through its Routine Airport Maintenance Program (the “RAMP Grant”); and

WHEREAS, the Texas Department of Transportation (TxDOT) has indicated that routine airport maintenance is a program that is eligible for state funding through its Grant for Routine Airport Maintenance Program (RAMP); and

WHEREAS, the total maintenance cost estimated for routine airport maintenance for the Airport for Fiscal Year 2025 is one hundred eleven thousand one hundred eleven and 11/100 dollars (\$111,111.11) and the City of Burnet will be responsible for the total project costs with TxDOT providing an amount equal to 90 percent of eligible project costs in the form of a reimbursement, or an amount of \$100,000, whichever is less, all pursuant to the terms of a grant agreement; and

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

Section One. Authorization. That the City Manager is hereby authorized to apply for and accept the FY 2025 grant (Grant No. M2514BRNE) from TxDOT Aviation Division for the annual RAMP Grant at Burnet Municipal Airport in the amount of \$100,000.00 or 90 percent of eligible project costs estimated at one hundred eleven thousand one hundred eleven and 11/100 dollars (\$111,111.11) whichever is less; provide a local cash match up to the amount of \$11,111.11 from the Airport Fund; and execute the grant agreement and all terms, conditions, and documents required by the agreement with TxDOT attached to this Resolution as Exhibit A.

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 on this the 24th day of September 2024.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary

EXHIBIT A

TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM

(State Assisted Airport Routine Maintenance)

TxDOT Project ID: M2514BRNE

Part I - Identification of the Project

TO: The City of Burnet, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Burnet, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the BURNET - BURNET MUNI KATE CRADDOCK FIELD Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for ninety percent (90%) of the eligible project costs for this project or \$100,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2025, unless otherwise approved by the State.

- 2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

- 3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

- 4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.

- 5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 90% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

- 6. This Grant shall terminate upon completion of the scope of services.

Part III - Additional Requirements for Certain Equipment

Certain purchase, installation, and subscription costs for eligible air traffic and operations monitoring equipment (“Equipment”) are reimbursable as provided in this Part. If Grantee is seeking reimbursement for eligible Equipment costs, it must be shown in Attachment A.

2. For eligible Equipment, the State will reimburse 90% of the initial cost to purchase and install, not to exceed \$3,000.00, and 90% of the annual subscription fee for subsequent years, not to exceed \$3,000.00 per year.
3. Notwithstanding Section 2, for the one year prior to a master plan or airport layout plan update, TxDOT will reimburse up to 90% of the eligible costs, not to exceed \$5,400.00.
4. Eligibility Requirements
 - A. The Equipment must include the following items, at a minimum;
 1. Triangulation
 2. Noise abatement
 3. Aircraft tracking data for 30 days
 4. Identification of pavement utilization by airplane design group for the entire airport
 5. Equal effectiveness at both towered and non-towered airports
 6. Tracking of military and government aircraft, including FAA blocked aircraft
 - B. In order for costs to be eligible for RAMP reimbursement:
 1. The Sponsor must maintain and operate the Equipment for 3 years.
 2. On at least a quarterly basis, the Sponsor must provide to the State all data produced and collected by the Equipment.
 3. To be eligible for reimbursement of the annual subscription fee after the first year, the Sponsor must participate in the Routine Airport Maintenance Program, have an executed Grant Agreement for that year, and comply with all grant requirements.

- C. The State may conduct on-site or off-site monitoring reviews of the Equipment during the initial required 3-year term, and during any years Sponsor seeks reimbursement of subscription costs. The Sponsor shall fully cooperate with the State and provide any required documentation. The Sponsor shall grant full access to the Equipment to the State or its authorized designee for the purpose of determining compliance, including, but not limited to:
1. Whether the Equipment, and its operation and maintenance, are consistent with the requirements set forth in the Grant Agreement and this First Amendment;
 2. Whether the Sponsor is making timely progress with installation of the Equipment, and whether its management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in the Grant Agreement and this First Amendment, and are fully and accurately reflected in reports submitted to the State.
- D. Failure to maintain compliance with these requirements may result in the Sponsor having to repay grant funds to the State.

Part IV - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and

- e. through the fence access shall be reviewed and approved by the State; and
- f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and
- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or another revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.

1. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

PART V - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.

2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
 - d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
 - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

PART VI - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.
3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.

- a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
 - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
 5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
 6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VII - Acceptances

Sponsor

The City of Burnet, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this _____ day of _____, 20____.

The City of Burnet, Texas

Sponsor

Sponsor Signature

Sponsor Title

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By: _____

Date: _____

**Scope of Services
TxDOT Project ID: M2514BRNE**

Eligible Scope Item:	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$111,111.11	\$100,000.00	\$11,111.11
TOTAL	\$111,111.11	\$100,000.00	\$11,111.11

Accepted by: The City of Burnet, Texas

Signature

Title: _____

Date: _____

GENERAL MAINTENANCE: As needed, Sponsor may contract for services/purchase materials for routine maintenance/improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide/application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Airport Operations Counting Systems: The purchase and installation of specified air traffic and operations monitoring equipment (“Equipment”) is eligible for reimbursement as provided in Part III

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID: M2514BRNE

The City of Burnet does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

The City of Burnet, Texas

(Sponsor)

By: _____

Title: _____

Date: _____

Certification of State Single Audit Requirements

I, _____ do certify that the City of Burnet will comply with all requirements of the State (Designated Representative) of Texas Single Audit Act if the City of Burnet spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the City of Burnet will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

Signature

Title

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID:

M2514BRNE

The City of Burnet ,
designates,

(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

The City of Burnet, Texas

(Sponsor)

By: _____

Title: _____

Date: _____

DESIGNATED REPRESENTATIVE

Mailing Address: _____

Overnight Mailing Address: _____

Telephone/Fax Number: _____

Email address: _____

**Discuss and consider action: Resolution No. R2024-72
A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF
BURNET, TEXAS, APPROVING THE ROUTINE AIRPORT
MAINTENANCE PROGRAM (RAMP) AGREEMENT WITH THE
TEXAS DEPARTMENT OF TRANSPORTATION FOR THE
STATE FISCAL YEAR 2025; AUTHORIZING CITY MATCHING
FUNDS IN THE AMOUNT OF \$11,111.11; AND AUTHORIZING
THE CITY MANAGER TO EXECUTE THE GRANT PROGRAM
DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE**

**ADRIENNE FEILD
ADMINISTRATIVE SERVICES/AIRPORT MANAGER**

ELIGIBLE RAMP GRANT EXPENSES

AIRSIDE MAINTENANCE(PRIORITY)

Pavement crack sealing/Pavement Slurry Seal/Fog Seal/Rejuvenator

Pavement markings

Drainage maintenance

Sweeping

Herbicide on airside pavement

Replacement bulbs/lamps for airside lighting fixtures and approach aids

Repair and maintenance for beacon, lighting, approach and navigational aids

Parts replacement for Automated Weather Observation System (AWOS) not covered under warranty

AFTER AIRSIDE MAINTENANCE HAS BEEN ADDRESSED

Seal coats/chip seal/crack seal for non-airside pavement

Hangar/terminal building painting and repairs -sponsor owned facilities only

Security camera systems excluding monitoring fees

Game proof or security fencing and gates, electric gate openers

Access roads for AWOS installations/AWOS NADIN interface monthly charge

Airport entrance signs

Repairs to airport owned fuel systems, including replacement of tanks

Professional Services for preparation of Storm Water Pollution Prevention, Spill Prevention Control & Countermeasure Plans and maintenance/update of these plans

Airfield FOD sweeper

HVAC repairs in terminal building and/or control tower

SMALL CAPITAL IMPROVEMENT PROJECTS (with guidance from TxDOT Aviation)

Design and construct new concrete/asphalt public auto parking areas

Design and construct new entrance roads and hangar access roads

Design and construction of aircraft wash racks as indicated by SWPPP

Design and construct expansion of apron areas or new apron areas

Design and construct runway lighting system extensions

Design and construct drainage improvements

Pilot lounge/small general aviation terminal buildings

Beacon/tower replacements

Preparation of FAA form 7460-1 "Notice of Proposed Construction or Alteration" for RAMP projects

INELIGIBLE RAMP GRANT EXPENSES

Purchase of a courtesy vehicle and/or maintenance to any vehicle or equipment including tractors and mowers
Purchase of capital equipment including aircraft dolly, lawn mower, golf carts, snow/ice removal equipment, striping machines and power washers
Operating expenditures including carpet cleaning, monthly utility bills, tree trimming/mowing services, trash collection/recycling
Force Account work by sponsor (planning, engineering, or construction work done by the sponsor's employees)
Consumables including batteries (except for AWOS), air and water filters, interior light bulbs, cleaning supplies, replacement plants, credit card paper, replacement monitors/computer equipment for AWOS
<i>Work performed or purchases made prior to the grant being fully executed</i>

ROUTINE AIRPORT MAINTENANCE PROGRAM (RAMP) GRANT



	FY 2024 Grant
Grant Awarded	\$111,111
City's Matching Portion	\$11,111 (10%)
TxDOT's Portion	\$100,000 (90%)

QUESTIONS/COMMENTS

Staff recommends the approval of Resolution No. R2024-72 as presented.





Item Brief

Meeting Date

September 24, 2024

Agenda Item

Discuss and consider action: Ordinance No. 2024-42: D. Vaughn
AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING THE CITY CODE OF ORDINANCES SECTION 74-38 ENTITLED "GOLF COURSE RATES"; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

Information

On September 10, 2024, after nine years without any changes to the Annual Dues at Delaware Springs Golf Course, the City Council approved a 10% increase for all rates.

During the meeting at which the increase was approved, Council members expressed a desire to offer discounted Annual Dues for residents within the City of Burnet. After reviewing the options, staff recommend that instead of applying a discount to the rates adopted on September 10th, the current Annual Dues should be increased by 10%. This would effectively set these new rates as the standard rates, while Burnet residents would pay the September 10th approved rates as the discounted rates for annual, semi-annual, and monthly dues.

The proposed ordinance updates Section 74-38 of the City of Burnet Code of Ordinances to establish new rates. The Annual Dues will increase by 10%. The proposed ordinance will also establish a 10% discount for City of Burnet residents for annual, semi-annual, and monthly dues upon showing proof of residency.

New Proposed Standard Rates

Type	ANNUAL DUES* (12 Month Commitment)			NON COMMITMENT
	Annual Payment	Semi-annual Payment	Monthly Commitment Payment*	Monthly Non-Commit Payment**
Single	\$ 1,324.00	\$ 695.00	\$ 122.00	\$ 153.00
Spouse	\$ 662.00	\$ 347.50	\$ 61.00	\$ 76.50
Junior	\$ 443.00	\$ 233.00	\$ 42.00	\$ 53.00
Trail Fee—Single Cart	\$ 707.00	\$ 372.00	\$ 66.00	\$ 83.00
Trail Fee—Second Cart	\$ 353.50	\$ 186.00	\$ 33.00	\$ 41.50
Cart Storage—Single Stall***	\$ 623.00	\$ 327.00	\$ 58.00	\$ 74.00
Cart Storage—Second Stall***	\$ 311.50	\$ 163.50	\$ 29.00	\$ 37.00
Cart Rental—Single Cart***	\$ 1,186.00	\$ 623.00	\$ 109.00	\$ 136.00
Cart Rental—Second Cart***	\$ 593.00	\$ 311.50	\$ 54.50	\$ 68.00

**Proposed Discount Rate for City of Burnet Residents
(Similar to Rates Previously Adopted on September 10, 2024)**

	In-City Rate			
	Annual	Semi-Annual	Monthly	Non-Commit
			Commit	
Single	\$ 1,191.60	\$ 625.50	\$ 109.80	\$ 137.70
Spouse	\$ 595.80	\$ 312.75	\$ 54.90	\$ 68.85
Junior	\$ 398.70	\$ 209.70	\$ 37.80	\$ 47.70
Trail Fee 1	\$ 636.30	\$ 334.80	\$ 59.40	\$ 74.70
Trail Fee 2	\$ 318.15	\$ 167.40	\$ 29.70	\$ 37.35
Cart Storage - Single	\$ 560.70	\$ 294.30	\$ 52.20	\$ 66.60
Cart Storage - Second	\$ 280.35	\$ 147.15	\$ 26.10	\$ 33.30
Cart Rental - Single	\$ 1,067.40	\$ 560.70	\$ 98.10	\$ 122.40
Cart Rental - Second	\$ 533.70	\$ 280.35	\$ 49.05	\$ 61.20

A spreadsheet modeling discount rates of 10%, 15%, 20% and 25% is attached for Council’s review as Exhibit A.

Even with these rate changes, Delaware Springs Golf Course will remain highly competitive compared to other golf courses in the Austin metro area and surrounding areas.

Fiscal Impact

The increase in rates, in conjunction with promotional rates and dynamic pricing, is projected to increase revenue per round played.

Recommendation

Staff recommends approval of Ordinance No. 2024-42 as presented.

ORDINANCE NO. 2024-42

AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING THE CITY CODE OF ORDINANCES SECTION 74-38 ENTITLED “GOLF COURSE RATES”; PROVIDING FOR SEVERABILITY AND AN 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 interests 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*”) of the City of Burnet Code of Ordinance shall be amended and replaced 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:

Sec. 74-38. Golf course rates.

(a) *Daily rates.* Rates established for use of the golf course do not include applicable sales tax and are as follows:

GREEN FEES	Weekday Rate (Monday-Thursday)	Weekend/Holiday Rate (Friday-Sunday)
18 Holes*	\$34.00	\$47.00
9 Holes**	\$22.00	\$30.00
Twilight Rate***	\$20.00	\$28.00

* 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 14 years of age and under shall receive a free green fee and cart during twilight hours with a paying adult (one 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	\$7.39
Junior Rate	\$3.69

* 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 carts including both City-owned and private carts, shall in accordance with state law, only be operated by a licensed driver over the age of 16.

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

(b) *Annual dues and monthly rates.*

The following rates are charged to permit play in lieu of posted daily rates*.

Type	ANNUAL DUES* (12-Month Commitment)			NON COMMITMENT
	Annual Payment	Semi- annual Payment	Monthly Commitment Payment*	Monthly Non-Commit Payment**
Single	\$ 1,324.00	\$ 695.00	\$ 122.00	\$ 153.00
Spouse	\$ 662.00	\$ 347.50	\$ 61.00	\$ 76.50
Junior	\$ 443.00	\$ 233.00	\$ 42.00	\$ 53.00
Trail Fee—Single Cart	\$ 707.00	\$ 372.00	\$ 66.00	\$ 83.00
Trail Fee—Second Cart	\$ 353.50	\$ 186.00	\$ 33.00	\$ 41.50
Cart Storage—Single Stall***	\$ 623.00	\$ 327.00	\$ 58.00	\$ 74.00
Cart Storage—Second Stall***	\$ 311.50	\$ 163.50	\$ 29.00	\$ 37.00
Cart Rental—Single Cart***	\$ 1,186.00	\$ 623.00	\$ 109.00	\$ 136.00
Cart Rental—Second Cart***	\$ 593.00	\$ 311.50	\$ 54.50	\$ 68.00

* When player commits to a 12-month program (October through September of the current year).

** The non-commitment rate applies to players who wish to pay a monthly rate but do not want to commit to a 12-month program. The non-commitment rate is based on calendar months.

***Does not include sales tax.

ANNUAL DUES AND MONTHLY RATES:

- Spouse rate only applies to spouse of annual dues and monthly single player.
- Annual and monthly dues are non-transferable.
- Annual dues player must commit to 12-month program (October through September) of the current fiscal year to be eligible for semi-annual or monthly payments.
- Second cart must be owned and/or operated by the spouse or minor child of the single player.
- New annual dues players who join after the beginning of the fiscal year and have not been an annual dues player in the last 12 months, shall be eligible to enroll on the semi-annual or monthly payment plan for the remainder of the current fiscal year.
- Annual dues and monthly players may be subject to designated tee times as established by the administrator.
- Annual dues players and monthly players who use a private cart must pay a trail fee.
- Annual dues players and monthly players who use a City-owned cart must pay a cart fee.
- In the event an annual dues player is unable to play for a period of 30 consecutive days or more due to an illness or injury, with medical verification of said illness or injury, the administrator shall have the authority to suspend, or in the event of pre-payment, refund that portion of the fees incurred during the period of absence.
- Residents of the City of Burnet shall be eligible to receive a 10% discount off of annual, semi-annual and monthly dues upon showing proof of residency.

(c) *General rate provisions.*

- (1) The administrator, as he or she may reasonably determine to be in the best interest of the City, is authorized to do any of the following:
 - a. Establish promotional rates and implement dynamic pricing to effectively manage utilization and income generation of the golf course;
 - b. Establish player programs as the administrator finds appropriate; and
 - c. Establish fees and charges for other goods and services not specifically established by ordinance.
- (2) This article does not constitute an offer of contract between the City and any person and shall not be construed as such.
- (3) Payment of a fee or dues as prescribed by this article gives the payer a license to use the golf course, which is revocable, without refund, by the administrator for violation of any law, ordinance or golf course administrative rule.

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

FINALLY PASSED AND APPROVED on this the 24th day of September 2024.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary

Exhibit A Golf Course Rate Discount Model

	Previous				Adopted				10.00%				15.00%				20.00%				25.00%			
	Annual	Semi-Annual	Monthly Commit	Non-Commit	Annual	Semi-Annual	Monthly Commit	Non-Commit	Annual	Semi-Annual	Monthly Commit	Non-Commit	Annual	Semi-Annual	Monthly Commit	Non-Commit	Annual	Semi-Annual	Monthly Commit	Non-Commit	Annual	Semi-Annual	Monthly Commit	Non-Commit
Single	\$ 1,082.00	\$ 568.00	\$ 99.00	\$ 124.00	\$ 1,191.00	\$ 625.00	\$ 109.00	\$ 137.00	\$ 1,324.00	\$ 695.00	\$ 122.00	\$ 153.00	\$ 1,402.00	\$ 736.00	\$ 129.00	\$ 162.00	\$ 1,489.00	\$ 782.00	\$ 137.00	\$ 172.00	\$ 1,588.00	\$ 834.00	\$ 146.00	\$ 183.00
Spouse	\$ 541.00	\$ 284.00	\$ 50.00	\$ 63.00	\$ 595.50	\$ 312.50	\$ 54.50	\$ 68.50	\$ 662.00	\$ 347.50	\$ 61.00	\$ 76.50	\$ 701.00	\$ 368.00	\$ 64.50	\$ 81.00	\$ 744.50	\$ 391.00	\$ 68.50	\$ 86.00	\$ 794.00	\$ 417.00	\$ 73.00	\$ 91.50
Junior	\$ 361.00	\$ 190.00	\$ 33.00	\$ 42.00	\$ 398.00	\$ 209.00	\$ 37.00	\$ 47.00	\$ 443.00	\$ 233.00	\$ 42.00	\$ 53.00	\$ 469.00	\$ 246.00	\$ 44.00	\$ 56.00	\$ 498.00	\$ 262.00	\$ 47.00	\$ 59.00	\$ 531.00	\$ 279.00	\$ 50.00	\$ 63.00
Trail Fee 1	\$ 578.00	\$ 303.00	\$ 53.00	\$ 67.00	\$ 636.00	\$ 334.00	\$ 59.00	\$ 74.00	\$ 707.00	\$ 372.00	\$ 66.00	\$ 83.00	\$ 749.00	\$ 393.00	\$ 70.00	\$ 88.00	\$ 795.00	\$ 418.00	\$ 74.00	\$ 93.00	\$ 848.00	\$ 446.00	\$ 79.00	\$ 99.00
Trail Fee 2	\$ 289.00	\$ 152.00	\$ 27.00	\$ 34.00	\$ 318.00	\$ 167.00	\$ 29.50	\$ 37.00	\$ 353.50	\$ 186.00	\$ 33.00	\$ 41.50	\$ 374.50	\$ 196.50	\$ 35.00	\$ 44.00	\$ 397.50	\$ 209.00	\$ 37.00	\$ 46.50	\$ 424.00	\$ 223.00	\$ 39.50	\$ 49.50
Cart Storage - Single	\$ 509.00	\$ 266.98	\$ 47.11	\$ 59.12	\$ 560.00	\$ 294.00	\$ 52.00	\$ 66.00	\$ 623.00	\$ 327.00	\$ 58.00	\$ 74.00	\$ 659.00	\$ 346.00	\$ 62.00	\$ 78.00	\$ 700.00	\$ 368.00	\$ 65.00	\$ 83.00	\$ 747.00	\$ 392.00	\$ 70.00	\$ 88.00
Cart Storage - Second	\$ 254.97	\$ 133.95	\$ 23.09	\$ 29.56	\$ 280.00	\$ 147.00	\$ 26.00	\$ 33.00	\$ 311.50	\$ 163.50	\$ 29.00	\$ 37.00	\$ 329.50	\$ 173.00	\$ 31.00	\$ 39.00	\$ 350.00	\$ 184.00	\$ 32.50	\$ 41.50	\$ 373.50	\$ 196.00	\$ 35.00	\$ 44.00
Cart Rental - Single	\$ 969.98	\$ 509.00	\$ 88.68	\$ 110.86	\$ 1,067.00	\$ 560.00	\$ 98.00	\$ 122.00	\$ 1,186.00	\$ 623.00	\$ 109.00	\$ 136.00	\$ 1,256.00	\$ 659.00	\$ 116.00	\$ 144.00	\$ 1,334.00	\$ 700.00	\$ 123.00	\$ 153.00	\$ 1,423.00	\$ 747.00	\$ 131.00	\$ 163.00
Cart Rental - Second	\$ 484.99	\$ 254.97	\$ 44.34	\$ 55.43	\$ 533.50	\$ 280.00	\$ 49.00	\$ 61.00	\$ 593.00	\$ 311.50	\$ 54.50	\$ 68.00	\$ 628.00	\$ 329.50	\$ 58.00	\$ 72.00	\$ 667.00	\$ 350.00	\$ 61.50	\$ 76.50	\$ 711.50	\$ 373.50	\$ 65.50	\$ 81.50
	Total Cost				Total Cost	Increase			Total Cost	Increase			Total Cost	Increase			Total Cost	Increase			Total Cost	Increase		
Single Dues plus Trail Fee	\$ 1,660.00				\$ 1,827.00	\$ 167.00			\$ 2,031.00	\$ 371.00			\$ 2,151.00	\$ 491.00			\$ 2,284.00	\$ 624.00			\$ 2,436.00	\$ 776.00		
Couple Dues plus Trail Fees	\$ 2,490.00				\$ 2,740.50	\$ 250.50			\$ 3,046.50	\$ 556.50			\$ 3,226.50	\$ 736.50			\$ 3,426.00	\$ 936.00			\$ 3,654.00	\$ 1,164.00		

CITY OF BURNET

Golf Course Rates

City Council Regular Meeting

September 24, 2024

Discuss and consider action: Ordinance No. 2024-42
AN ORDINANCE OF THE CITY COUNCIL OF BURNET,
TEXAS, AMENDING THE CITY CODE OF ORDINANCES
SECTION 74-38 ENTITLED “GOLF COURSE RATES”;
PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE:
D. Vaughn



Delaware Springs Golf Course

CITY OF BURNET

Annual Dues: On September 10, 2024, Annual Dues and Non-commitment rates were increased by 10%.

✓ PLEASE NOTE

It had been 9 years since these rates were last increased.

Type	ANNUAL DUES* (12 Month Commitment)			NON COMMITMENT
	Annual Payment	Semi-annual Payment	Monthly Payment	Monthly Payment**
Single	\$ 1,191.00	\$ 625.00	\$ 109.00	\$ 137.00
Spouse	\$ 595.50	\$ 312.50	\$ 54.50	\$ 68.50
Junior	\$ 398.00	\$ 209.00	\$ 37.00	\$ 47.00
Trail Fee—Single Cart	\$ 636.00	\$ 334.00	\$ 59.00	\$ 74.00
Trail Fee—Second Cart	\$ 318.00	\$ 167.00	\$ 29.50	\$ 37.00
Cart Storage—Single Stall***	\$ 560.00	\$ 294.00	\$ 52.00	\$ 66.00
Cart Storage—Second Stall***	\$ 280.00	\$ 147.00	\$ 26.00	\$ 33.00
Cart Rental—Single Cart***	\$ 1,067.00	\$ 560.00	\$ 98.00	\$ 122.00
Cart Rental—Second Cart***	\$ 533.50	\$ 280.00	\$ 49.00	\$ 61.00

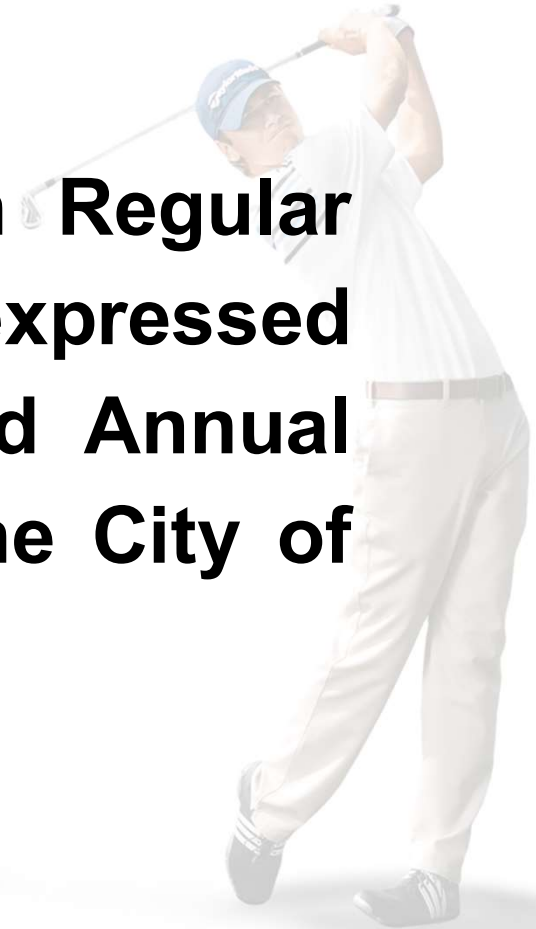


Delaware Springs Golf Course

CITY OF BURNET



During the September 10th Regular meeting, Council members expressed a desire to offer discounted Annual Dues for residents within the City of Burnet.



Delaware Springs Golf Course

CITY OF BURNET

Proposed Annual Dues:

- Increase Annual Dues by 10%, thus establishing a new standard rate.

Impact

**Single Dues plus Trail
Fee- \$2,031**

Increase of \$371

**Couple Dues plus Trail
Fee- \$3,046.50**

Increase of \$556.50



Type	ANNUAL DUES* (12-Month Commitment)			NON COMMITMENT
	Annual Payment	Semi- annual Payment	Monthly Commitment Payment*	Monthly Non-Commit Payment**
Single	\$ 1,324.00	\$ 695.00	\$ 122.00	\$ 153.00
Spouse	\$ 662.00	\$ 347.50	\$ 61.00	\$ 76.50
Junior	\$ 443.00	\$ 233.00	\$ 42.00	\$ 53.00
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Trail Fee—Second Cart	\$ 353.50	\$ 186.00	\$ 33.00	\$ 41.50
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Cart Rental—Single Cart***	\$ 1,186.00	\$ 623.00	\$ 109.00	\$ 136.00
Cart Rental—Second Cart***	\$ 593.00	\$ 311.50	\$ 54.50	\$ 68.00

Delaware Springs Golf Course

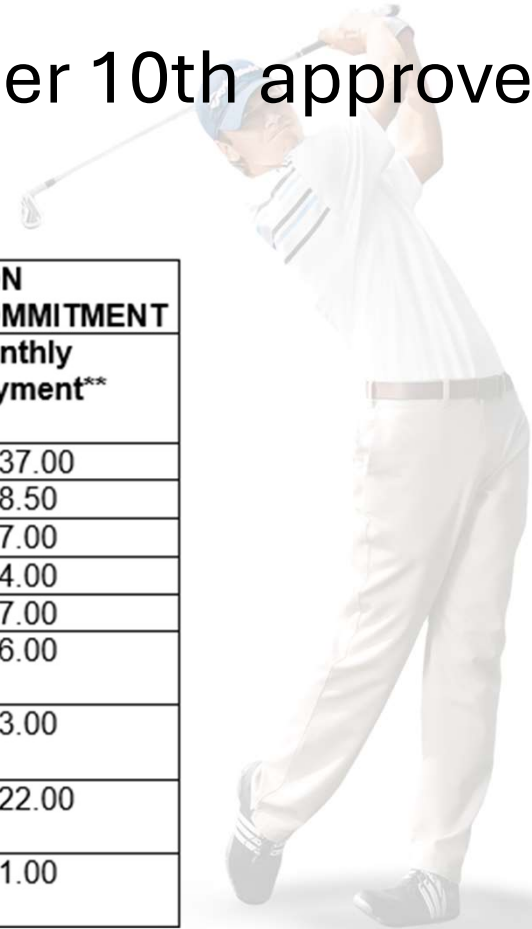
CITY OF BURNET

Proposed Annual Dues:

- Burnet residents would pay the September 10th approved rate as their 10% discounted rate.



Type	ANNUAL DUES* (12 Month Commitment)			NON COMMITMENT
	Annual Payment	Semi- annual Payment	Monthly Payment	Monthly Payment**
Single	\$ 1,191.00	\$ 625.00	\$ 109.00	\$ 137.00
Spouse	\$ 595.50	\$ 312.50	\$ 54.50	\$ 68.50
Junior	\$ 398.00	\$ 209.00	\$ 37.00	\$ 47.00
Trail Fee—Single Cart	\$ 636.00	\$ 334.00	\$ 59.00	\$ 74.00
Trail Fee—Second Cart	\$ 318.00	\$ 167.00	\$ 29.50	\$ 37.00
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Cart Storage—Second Stall***	\$ 280.00	\$ 147.00	\$ 26.00	\$ 33.00
Cart Rental—Single Cart***	\$ 1,067.00	\$ 560.00	\$ 98.00	\$ 122.00
Cart Rental—Second Cart***	\$ 533.50	\$ 280.00	\$ 49.00	\$ 61.00



Delaware Springs Golf Course

Questions?

Recommendation

- Staff recommends the approval and adoption of Ordinance No. 2024-42 as presented.



Delaware Springs Golf Course



Item Brief

Meeting Date

September 24, 2024

Agenda Item

Discuss and consider action: Resolution No. R2024-69: D. Vaughn
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE PURCHASE OF APPROXIMATELY 4.39 ACRES OF LAND LOCATED ON EAST VALLEY STREET LEGALLY DESCRIBED AS 4.39 ACRES OUT OF THE ABS A0187 B.B. CASTLEBERRY SURVEY BURNET COUNTY, TEXAS, AND AUTHORIZING THE MAYOR TO EXECUTE THE PROPERTY CONTRACT

Information

The City desires to purchase a 4.39-acre property located out of the B. B. Castleberry Survey, Abstract No. 187, in Burnet County, Texas. This property acquisition is part of the City's strategic initiative to support public development, infrastructure, and other municipal needs. The seller, Cheryl Ann Myers, has agreed to convey the property to the City for a total purchase price of one hundred twenty-five thousand and 00/100 dollars (\$125,000).

The proposed resolution authorizes the City to deposit five thousand and 00/100 dollars (\$5,000) in earnest money with Attorney's Abstract Title Company. Additionally, it empowers the Mayor, Gary Wideman, to execute the property contract on behalf of the City and take all necessary actions to finalize the purchase, including payment, due diligence, and documentation.

Fiscal Impact

The cost of the property is one hundred twenty-five thousand and 00/100 dollars (\$125,000.00)

Recommendation

Staff recommends the approval and adoption of Resolution R2024-69 as presented.

RESOLUTION NO. R2024-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE PURCHASE OF APPROXIMATELY 4.39 ACRES OF LAND LOCATED ON EAST VALLEY STREET LEGALLY DESCRIBED AS 4.39 ACRES OUT OF THE ABS A0187 B.B. CASTLEBERRY SURVEY BURNET COUNTY, TEXAS, AND AUTHORIZING THE MAYOR TO EXECUTE THE PROPERTY CONTRACT: D. Vaughn

WHEREAS, the City of Burnet, Texas, ("Buyer") has determined the need to acquire additional property to further its interests in public development, infrastructure, and other municipal purposes; and

WHEREAS, the City of Burnet desires to purchase a 4.39-acre property located out of the B. B. Castleberry Survey, Abstract No. 187, in Burnet County, Texas, more particularly described in the Warranty Deed recorded as Instrument No. 200802852 in the Public Records of Burnet County, Texas, from Cheryl Ann Myers ("Seller"); and

WHEREAS, the Seller has agreed to sell and convey the aforementioned property to the City of Burnet for a total purchase price of One Hundred Twenty-Five Thousand Dollars and 00/100 (\$125,000.00); and

WHEREAS, the City of Burnet will deposit Earnest Money in the amount of Five Thousand Dollars and 00/100 Cents (\$5,000.00) with Attorney's Abstract Title Company, 117 E. Jackson Street, Burnet, TX 78611, within thirty days of the Seller's delivery of the Contract; and

WHEREAS, it is necessary to authorize the Mayor, Gary Wideman, to execute all documents and take all actions necessary to complete the purchase of this property on behalf of the City of Burnet.

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

Section One. Findings. The recitals stated above are hereby found to be true and correct and are incorporated into the body of this Resolution as if fully set forth herein.

Section Two. Approval. The City Council of the City of Burnet hereby approves the purchase of the property described as 4.39 acres out of the B. B. Castleberry Survey, Abstract No. 187, in Burnet County, Texas, for the total purchase price of One Hundred Twenty-Five Thousand Dollars and 00/100 (\$125,000.00), subject to the terms and conditions set forth in the Property Contract attached hereto as Exhibit "A".

Section Three. Authorization. The Mayor is hereby authorized and directed to execute the Property Contract between Cheryl Ann Myers, as Seller, and the City of Burnet, as Buyer, and to take all other actions necessary to complete the acquisition of the property described herein, including but not limited to the payment of earnest money, conducting due diligence, and executing any other related documents required to effectuate this transaction.

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

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

PASSED AND APPROVED on this the 24th day of September 2024.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary

COMMERCIAL PROPERTY CONTRACT

1. **PARTIES:** The parties to this Contract are **Cheryl Ann Myers**, an individual (hereinafter called "Seller") and the **City of Burnet, Texas**, (hereinafter called "Buyer"), a Texas home rule municipality. Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. **PROPERTY:** The Property, together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: claims, permits, strips and gores, easements, and cooperative or association memberships is described as follows:

Being 4.39 acres of land out of the B. B. Castleberry Survey, Abstract No. 187, in Burnet County, Texas, and being more particularly described in that certain Warranty Deed recorded as Instrument No. 200802852, in the Public Records of Burnet, County, Texas.

3. **SALES PRICE:** One Hundred Twenty-Five Thousand Dollars and 00/100 (\$125,000.00) (hereinafter the "Purchase Price").

4. **EARNEST MONEY:** Upon execution of this Contract by all parties, Buyer shall deposit Five Thousand Dollars and 00/100 Cents (\$5,000.00) as Earnest Money with Attorney's Abstract Title Company, Attn: Lisa Campbell, 117 E. Jackson Street, Burnet TX 78611. If Buyer fails to deposit the Earnest Money within thirty days of Sellers delivery of this Contract, Seller's offer to sell the Property shall be withdrawn, this Contract shall not be effective, and the Escrow Agent shall not accept the late deposit of the Earnest Money.

5. **TITLE POLICY; SURVEY AND SELLERS DELIVERABLES:**
 - A. **TITLE POLICY:** At closing Seller shall, at its sole costs, provide an Owner's Policy of Title Insurance by Title Company, as agent for Underwriter, or directly by Underwriter.
 - B. **COMMITMENT:** Seller shall, within 20 days of the Effective Date, provide to Buyer a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, or directly by Underwriter, stating the condition of title to the Property. The "effective date" stated in the Title Commitment must be after the Effective Date of this Contract.
 - C. **SURVEY:** Buyer shall, within 20 days of the Effective Date at its sole costs, obtain an on-the-ground, staked plat of survey and metes-and-bounds description of the Property, prepared by a surveyor satisfactory to Title Company, dated after the Effective Date, and certified to: Seller, Buyer, and Title Company, to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category required by Title Company.
 - D. **OBJECTIONS:** Buyer shall have 20 days after the later of Buyer's receipt of the Title Commitment or a copy of the Survey ("Title Objection Deadline") to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them ("Title Objections"). Buyer will be deemed to have approved all matters reflected by the Survey, and Title Commitment, to which Buyer has made no Title Objection by the

Initials: Seller _____ Buyer: _____

Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are "Permitted Exceptions." If Buyer notifies Seller of any Title Objections, Seller has ten days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within ten days after the deadline for the giving of Seller's Cure Notice, notify Seller that either this Contract is terminated or Buyer will proceed to close, subject to Seller's obligations to remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before closing, Seller must remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this Contract, and cure the Title Objections that Seller has agreed to cure.

E. TITLE NOTICES:

- i. ABSTRACT OR TITLE POLICY: Buyer is advised to have the Title Policy Commitment reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- ii. MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): To the best of Seller's knowledge and belief the Property is not subject to mandatory membership in a property owner's association.
- iii. STATUTORY TAX DISTRICTS: To the best of Seller's knowledge and belief the Property is not situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, as those terms are reference in Texas Water Code Chapter 49.
- iv. TIDE WATERS: To the best of Seller's knowledge and belief the Property does not abut tidally influenced waters of the state, as such term is referenced in Texas Natural Resources Code §33.135.
- v. ANNEXATION: To the best of Seller's knowledge and belief the Property is located within the corporate limits of Burnet, Burnet County, Texas.
- vi. PROPERTY LOCATED IN A CERTIFIED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The Property's water and sewer service is provided by the City of Burnet and Buyer agrees to inquiry with the City regarding any conditions of service.
- vii. PUBLIC IMPROVEMENT DISTRICT: To the best of Seller's knowledge and belief the Property is not in a Public Improvement District, as term is referenced in the Texas Property Code §5.014.
- viii. TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: To the best of Seller's knowledge and belief the property is not located in a Texas Agricultural District.
- ix. TRANSFER FEES: To the best of Seller's knowledge and belief the Property is not subject to a private transfer fee obligation as such term is referenced in Texas Property Code §5.205.
- x. PROPANE GAS SYSTEM SERVICE AREA: To the best of Seller's knowledge and belief the Property is not located in a propane gas system

Initials: Seller _____ Buyer: _____

service area owned by a distribution system retailer, as such term is referenced in Texas Utilities Code §141.010.

- F. SELLER’S DELIVERABLES. Seller shall, within 20 days of the Effective Date at its sole costs, provide to Buyer all existing environmental and engineering reports in Seller’s possession, if any (collectively “Seller’s Deliveries”). Buyer acknowledges and agrees that neither Seller nor any of Seller’s attorneys, consultants or contractors have made any representation or warranty regarding the truth or accuracy of any of the Seller’s Deliveries. Seller has not undertaken any independent investigation as to the truth, completeness, or accuracy thereof, except as expressly provided for in this Contract. The furnishing of the Seller’s Deliveries and any other materials, documents, reports, or agreements shall not be interpreted in and of itself as a representation or warranty of any type or kind by Seller or any other party related in any way to any of the foregoing. The Seller’s Deliveries may not be relied upon by Purchaser or any other party for any purpose. Buyer is advised and encouraged to conduct its own independent investigation of the matters within the scope of the Seller’s Deliveries. Except for Buyer’s consultants engaged to evaluate the feasibility of the Property for Buyer’s intended purpose, Buyer shall not disclose Seller’s deliverables to any third party. Moreover, should this Contract terminate without closing, Buyer shall return Seller’s Deliverables to Seller within 10 days of such termination.
- G. DELIVERY DELAY. Notwithstanding any provision to the contrary, for each day delivery of the Title Commitment, Survey, or Seller’s Deliverables is delayed beyond the 20th day after the Effective Date, a day shall be added to the Feasibility Period. This remedy shall run concurrently so that for example if there is a one-day delay in delivery of both the Title Commitment and the Survey only one day shall be added to the Feasibility Period.

6. **FEASIBILITY:**

- A. FEASIBILITY PERIOD: Buyer’s Feasibility Period shall begin on the Effective Date and shall end 90 days after the Effective Date.
- B. EXTENSION TO FEASIBILITY PERIOD. Buyer will have the option to extend the Feasibility Period for an additional 30 days by depositing an additional Five-Thousand Dollars (\$5,000.00) (the “Feasibility Extension Deposit”) with the Escrow Agent on or before the expiration of the Feasibility Period. The Feasibility Extension Deposit shall be considered part of the Earnest Money, will be fully refundable until the expiration of the extended Feasibility Period and shall be applied to the Purchase Price at Closing.
- C. BUYER’S RIGHT TO TERMINATE DURING FEASIBILITY PERIOD: During the Feasibility Period Buyer may, at its sole discretion, terminate this Contract, for any reason; and, should Buyer timely exercise its right to terminate, as evidenced by written notification to Seller then neither Party shall have any further obligation to the other under this Contract. If Buyer terminates this Contract before the end of the Feasibility Period, then unless Seller delivers notice of Seller’s objection to Title Company’s release of the Earnest Money to Buyer within five days after Buyer delivers Buyer’s termination notice to Seller and Title Company, Title Company is authorized, without any further authorization from Seller, to deliver

Initials: Seller _____ Buyer: _____

the Earnest Money to Buyer, less \$100, which will be paid to Seller as consideration for the right granted by Seller to Buyer to terminate this Contract.

7. **PROPERTY CONDITION:**

A. **ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer’s agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and permitted by law to make inspections. **NOTICE:** Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer’s needs.

i. **Buyer’s Indemnity and Release of Seller**

a. **Indemnity.** To the fullest extent authorized by law, Buyer will indemnify, defend, and hold Seller harmless from any loss, attorney’s fees, expenses, or claims arising out of Buyer’s investigation of the Property, except those arising out of the acts or omissions of Seller and those for repair or remediation of existing conditions discovered by Buyer’s inspection. The obligations of Buyer under this provision will survive termination of this Contract and closing.

b. **Release.** Buyer releases Seller and those persons acting on Seller’s behalf from all claims and causes of action (including claims for attorney’s fees and court and other costs) resulting from Buyer’s investigation of the Property.

B. **ACCEPTANCE OF PROPERTY CONDITION:** “As Is” means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this Contract. Buyer (Grantee) accepts the Property “As Is” as more particularly described in Seller’s (Grantor”) disclaimer regarding Representations and Warranties set out in bold capital letters below and which shall be made part of the Deed.

“GRANTEE ACCEPTS THE PROPERTY "AS IS" AND "WHERE IS," WITH ALL FAULTS, AND, EXCEPT FOR THE WARRANTIES OF TITLE CONTAINED IN THIS DEED AND THE LIMITED EXPRESS WRITTEN REPRESENTATIONS CONTAINED IN THE SURVIVING LANGUAGE OF THE CONTRACT FOR SALE OF THE PROPERTY

C. **COMPLETION OF REPAIRS:** Buyer shall be responsible for all necessary repairs of the structure(s) located on the Property.

D. **ENVIRONMENTAL MATTERS:** Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer’s intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by the Texas Bar, or approved by the parties, should be used.

E. **SELLER’S DISCLOSURES:** Except as otherwise disclosed in this Contract, Seller has no knowledge of the following:

i. any flooding of the Property which has had a material adverse effect on the use of the Property;

Initials: Seller _____ Buyer: _____

- ii. any pending or threatened litigation, condemnation, or special assessment affecting the Property;
- iii. any environmental hazards that materially and adversely affect the Property;
- iv. any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
- v. any wetlands, as defined by federal or state law or regulation, affecting the Property; or
- vi. any threatened or endangered species or their habitat affecting the Property.

8. **BROKERS' FEES:** Neither Seller nor Buyer have engaged a Broker in regard to this transaction. Buyer and Seller each indemnify and agree to defend and hold the other party harmless from any loss, attorney's fees, and court and other costs arising out of a claim by any person or entity claiming by, through, or under the indemnitor for a broker's or finder's fee or commission because of this transaction or this Contract, whether the claimant is disclosed to the indemnitee or not.

9. **CLOSING:**

- A. **DATE:** The closing of the sale shall occur at a mutually agreed time and date within 30 days after the end of Buyer's Feasibility Period.
- B. **OBLIGATIONS:** At closing:
 - i. Seller shall execute and deliver a special warranty deed, conveying title to the Property to Buyer and showing only the Permitted Exceptions, and shall furnish tax statements or certificates showing no delinquent taxes on the Property.
 - ii. Buyer shall deliver for escrow the balance of the Sales Price.
 - iii. Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale.
 - vi. The Property will be conveyed to Buyer free and clear of any liens, assessments, or security interests against the Property, but subject to the Permitted Exceptions listed in the Title Commitment.
 - vii. Seller will, at Seller's sole cost, cause the Title Company to issue an owner's title policy in favor of Buyer in the amount of the Purchase Price, insuring Buyer's good and indefeasible title to the Property, subject only to the Permitted Exceptions.
- C. **COOPERATION:** Each party agrees to cooperate with the other and take those actions and execute such ancillary documents as may reasonably be necessary to facilitate the closing.

10. **POSSESSION:**

- A. **BUYER'S POSSESSION:** Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing.
- B. **LEASES:**
 - i. After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.

Initials: Seller _____ Buyer: _____

ii. As of the effective date the Property is not subject to any lease agreements.

11. **SPECIAL PROVISIONS:**

- A. **APPROVALS.** The Execution of this Contract on behalf of Buyer has been authorized by the Burnet City Council.
- B. **ASSIGNMENT.** This Contract is assignable by Buyer.
- C. **EXISTING STRUCTURES.** Buyer acknowledges Seller has made no representations as to the state of repair or any aspect of the existing structures.

12. **SETTLEMENT AND OTHER EXPENSES:**

- A. The following expenses must be paid at or prior to closing:
 - i. Expenses payable by Seller (Seller's Expenses): Release of existing liens, including prepayment penalties, and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half (1/2) of the costs of the escrow officer's fees; premium for Title Policy; Seller's prorated portion of Ad valorem taxes; Seller's attorney fees and consultant fees; and other expenses payable by Seller under this Contract.
 - ii. Expenses payable by Buyer (Buyer's Expenses): Premium for shortage of area endorsement or other endorsements that are not included in the Owner's Policy; costs associated with procuring the Survey; one-half (1/2) of the costs of the escrow officer's fees; Buyer's prorated portion of Ad valorem taxes and special governmental assessments; courier fee; Buyer's attorney fees and consultant fees; and other expenses payable by Buyer under this Contract.

13. **PRORATIONS AND ROLLBACK TAXES:**

- A. **PRORATIONS:** Taxes for the current year, interest, maintenance fees, assessments, dues, and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the proration when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.
- B. **ROLLBACK TAXES:** Buyer shall be responsible for any assessment of rollback taxes.

14. **CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this Contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this Contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this Contract.

Initials: Seller _____ Buyer: _____

- 15. **DEFAULT:** If Buyer fails to comply with this Contract, Buyer will be in default, and Seller may, as its sole remedy, terminate this Contract and receive the earnest money as liquidated damages, thereby releasing both parties from this Contract. If Seller fails to comply with this Contract for any other reason, Seller will be in default and Buyer may elect to either: (a) enforce specific performance and seek all other relief in law and equity available to Buyer under the laws of Texas; or (b) terminate this Contract and receive the earnest money, thereby releasing both parties from this Contract.
- 16. **MEDIATION:** It is the policy of the States of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this Contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
- 17. **ATTORNEY’S FEES:** A Buyer, Seller, or escrow agent who prevails in any legal proceeding related to this Contract is entitled to recover reasonable attorney’s fees and all costs of such proceeding.
- 18. **REPRESENTATIONS:** All covenants, representations and warranties in this Contract survive closing. If any representation of Seller in this Contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate, and accept back up offers.
- 20. **FEDERAL TAX REQUIREMENTS:** This Paragraph is not applicable as Seller is not a “foreign person,” as defined by applicable law.
- 21. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile as follows:
To Seller at:
 CHERYL ANN MYERS
 204 S. Beach Street
 Burnet, Texas 78611

To Buyer at:
 CITY OF BURNET
 % City Manager
 P.O. Box 1369
 Burnet, Texas 78611
 Telephone: (521) 715-3208
 Facsimile: (521) 756-8560
 E-mail: dvaughn@cityofburnet.com
- 22. **AGREEMENT OF PARTIES:** This Contract contains the entire agreement of the parties and cannot be changed except by their written agreement.

Initials: Seller _____ Buyer: _____

- 23. **CONSULT AN ATTORNEY BEFORE SIGNING.** Buyer is advised to consult with an attorney of Buyer's choice should Buyer questions about this Contract or any matter related to this Contract.

Signature pages to follow:

Initials: Seller _____ Buyer: _____

ITEM 8-9.

Unimproved Property Contract Cheryl Ann Myers

EXECUTED the _____ day of _____, 2024. (EFFECTIVE DATE.)

**SELLER
Cheryl Ann Myers**

By: _____
Cheryl Ann Myers

**BUYER
City of Burnet**

By: _____
David Vaughn, City Manager

Initials: Seller _____ Buyer: _____

CONTRACT AND EARNEST MONEY RECEIPT

Receipt of Contract and \$5,000.00 Earnest Money in the form of _____ is acknowledged.

Escrow Agent: Lisa Campbell, Attorney’s Abstract Title Company

Date: _____, 2024

By: _____

Attorney’s Abstract Title Company
117 E. Jackson Street,
Burnet, TX 78611.

Initials: Seller _____ Buyer: _____

CITY OF BURNET

Purchase of Valley Street Property

City Council Regular Meeting September 24, 2024

Discuss and consider action: Resolution No. R2024-69

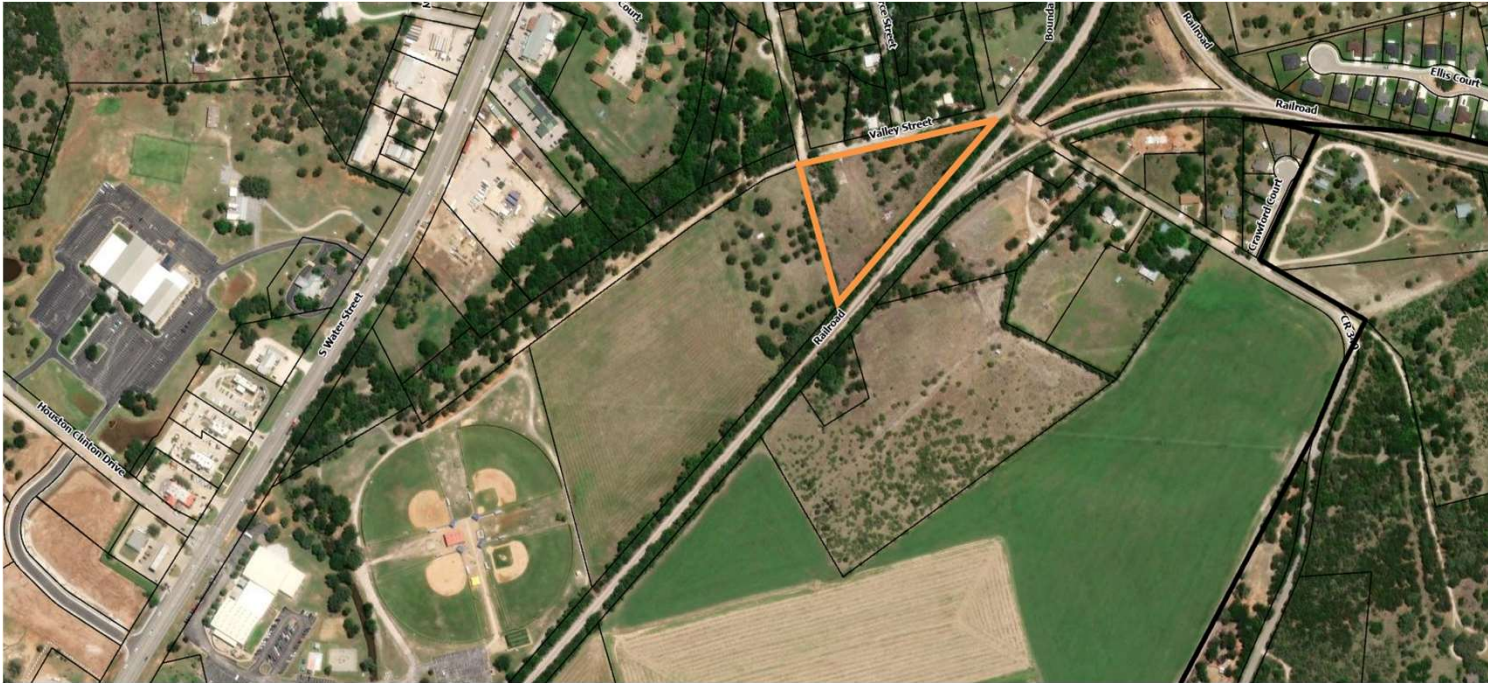
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE PURCHASE OF A 4.39-ACRE PROPERTY LOCATED OUT OF THE B. B. CASTLEBERRY SURVEY, ABSTRACT NO. 187 LOCATED IN BURNET COUNTY, TEXAS, AND AUTHORIZING THE MAYOR TO EXECUTE THE PROPERTY CONTRACT: D. Vaughn



Lakes Hills History

CITY OF BURNET

Purchase of Valley Street Property



**Cost:
\$125,000**

4.39-acre property located out of the B. B. Castleberry Survey, Abstract No. 187



Lakes Hills History

Questions?

Recommendation

- Staff recommends the approval and adoption of Resolution No. 2024-69 as presented.



Lakes Hills History



Item Brief

Meeting Date

September 24, 2024

Agenda Item

Discuss and consider action: Resolution No. R2024-73: D. Vaughn
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH FIRST BAPTIST CHURCH OF BURNET FOR RELOCATION OF UTILITIES AND COMMUNICATIONS WIRING

Information

Electric and communication lines are being relocated underground as part of the new city hall project. The First Baptist Church of Burnet has indicated their desire to relocate the lines in front of their new church simultaneously. To reduce costs for the City's portion of the project, City staff will be installing the underground conduit along Vanderveer Street. Staff has also expressed a willingness to install the conduit for the section in front of the church concurrently.

DUE TO THE CANCELLATION OF THE FIRST MEETING IN OCTOBER, THIS ITEM IS BEING PLACED ON THE AGENDA PRIOR TO FINAL COMPLETION.

Fiscal Impact

The attached DRAFT proposed agreement will recover the cost of installation of the conduit not to exceed \$49,900. While we do not anticipate the City's cost going over \$49,900, any overage would be borne by the City.

Recommendation

Staff recommends the approval and adoption of Resolution R2024-73 as presented.

RESOLUTION NO. R2024-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH FIRST BAPTIST CHURCH OF BURNET FOR RELOCATION OF UTILITIES AND COMMUNICATIONS WIRING

WHEREAS, the City of Burnet, Texas, ("Buyer") has determined the need to relocate certain electric and communications lines due to the new city hall project; and

WHEREAS, the First Baptist Church of Burnet is constructing a new facility at the same time as the new city hall building is under construction, and they have expressed a desire to relocate lines in front of their new building; and

WHEREAS, City crews are installing the conduit to provide for the relocation of the portion in front of city hall, and efficiencies are gained by installing both sections of conduit at the same time; and

WHEREAS, it is necessary to authorize the City Manager to execute a contract to provide for the reimbursement of costs associated with the relocation of said lines.

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

Section One. Findings. The recitals stated above are hereby found to be true and correct and are incorporated into the body of this Resolution as if fully set forth herein.

Section Two. Approval. The City Council of the City of Burnet hereby approves the installation of electrical and communications conduits for both the city hall and church project.

Section Three. Authorization. The City Manager is hereby authorized and directed to execute a contract similar to that attached as Exhibit "A" to recover up to \$49,900 in costs for the installation of the conduit and \$9,771.47 for installation of the communication lines by third-party providers, and to execute any other related documents required to effectuate this transaction.

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

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

PASSED AND APPROVED on this the 24th day of September 2024.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary

THE STATE OF TEXAS §
 § **KNOW ALL PEOPLE BY THESE PRESENTS**
 COUNTY OF BURNET §

Utility Relocation Agreement (Electric and Communications)

I. Purpose

The purpose of this Agreement is to provide a memorialization of the terms and conditions by which: (i) the City of Burnet, a home rule city organized under the Constitution of the State of Texas (sometimes hereafter referred to as “City”) shall relocate certain electric utility facilities serving the First Baptist Church Burnet a 501(c) not for profit religious organization (sometime hereinafter referred to as “Church”). The Parties acknowledge and agree the mutual promises and covenants contain herein are legally sufficient consideration to cause this Agreement to be a legally binding contract.

II. The Parties.

The Parties to this Agreement, and addresses for notice purposes, are as follows:

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

“CHURCH”
 First Baptist Church Burnet
 Attn
 P.O. Box 310
 108 S Vandever Street
 Burnet, Texas 78611

III. Background

A new city hall is being constructed on the block that fronts Jackson Street just south of the Church’s new church building project. The City shall underground the electric facilities serving the new city hall. The Church agrees to authorize the City to underground the electric facilities serving the Church.

IV. Scope of Work.

The work shall consist of removal of XXX linear feet of aerial electric utility lines, poles, and hardware (hereinafter the “*aerial infrastructure*”); and replacing the remove electric utility line with an underground line placed in conduit (hereinafter the “*underground infrastructure*”). The location and specifications for the work is shown on **Exhibit “A”**.

The shall be responsible for the removing the aerial infrastructure from the site and properly disposing of same. Moreover, the City shall be responsible to complete the installation of underground infrastructure so that it fully ready to serve the new church building (hereinafter “final completion”)

V. Costs

The Costs consist of two components: installation of conduit and line relocation by third party communication providers.

- (1) Third Party Relocation. The third-party costs for relocation of communication lines is \$9,771.47. Payment of this cost by the Church shall be due at the time of execution of this agreement.
- (2) Conduit. City shall purchase the conduit and install said conduit utilizing in-house labor. The total labor costs is estimated to not exceed \$49,900. The City shall not exceed the estimated without written approval by the Church. Should

Church not approve an adjusted estimated costs City may terminate this project by written notice.

The City shall reimburse the city for all material, labor and installation charge within 30 days of receipt of an invoice.

VI. Miscellaneous

- (A) Additional Instruments and Mutual Assistance. City and Church 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
- (B) 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.
- (C) Binding Obligation. This Agreement and all covenants, agreements, provisions and conditions hereto, shall be binding upon and inure to the benefit of the respective Parties hereto, their legal representatives, successors or assigns 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. Church 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, as provided herein.
- (D) 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.
- (E) Enforcement. Enforcement of this Agreement shall be limited to the terms and conditions of this Section VI (F)
 - (1) The 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 thirty (30) days of receiving written notice from the other Party; or if the performance of the requirement, duty, or covenant within 30 days is not reasonably practical due to Force Majeure, or other event beyond the non-performing Party's reasonable control; and in such case it shall be considered an act of Default if the failure to perform is uncured within such time as may be reasonable to cure the failure to perform.
 - (2) A Default by either Party shall entitled the non-defaulting Party to enforce its rights under this Agreement through the equitable relief of specific performance, restraining orders or injunctions without the necessity of proof of inadequacy of legal remedies or irreparable harm.
 - (3) Save and except the City's right to collect its cost as provided in Article V., above, in no event shall either Party be entitled to monatary damages, whether actual, consequential, special, punitive (or exemplary), or any

similar damages against the other Party for any Default under this Agreement.

- (4) If either Party retains an attorney to enforce this Agreement, the Party prevailing in litigation is entitled to recover reasonable and necessary attorney's fees and court and other costs.
- (F) 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 of the City of Burnet, Texas.
- (G) Exhibits and Attachments. All Exhibits and Attachments referenced in this Agreement are attached hereto and incorporated herein for all purposes. Exhibits to this Agreement are as follows:
- Exhibit "A": Project location and scope.**
- (H) 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, pandemic, fire or other casualty, or court injunction, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, governmental action, delay in issuance of permits or approvals (including, without limitation, fire marshal approvals), enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the obligated Party and delays caused by the other Party, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such Party was delayed.
- (I) Governing Law. This Agreement shall be governed by the laws of the State of Texas, without regard to choose-of-law rules of any jurisdiction. and the venue for any action concerning this Agreement shall be in Burnet County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of a court of competent jurisdiction in said County.
- (J) Individuals Not Liable. No director, officer, agent or employee of the City shall be charged personally or held contractually liable by or to the other Party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of his or their execution or attempted execution thereof
- (K) Notice. Any notice given to either Party under the terms of this Agreement shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as stated in Article II; or to such other place as each Party may hereafter designate in writing forwarded in like manner for any other notice.

- (L) Severability. In the event any provision of this Agreement is illegal, invalid, or unenforceable under the present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- (M) Sovereign Immunity. The Parties agree that the work the City shall perform under this Agreement is a governmental function; and, nothing in this Agreement shall be determined to waive the City’s sovereign immunity.
- (N) 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.
- (O) Waivers. No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof or of any breach of any other provision hereof.

Signature page follows.

Executed this _____ day of September, 2024.

City
City of Burnet

Church
First Baptist Church Burnet

By: _____
David Vaugh, City Manager

By: _____

Attest:

By: _____
Maria Gonzales, City Secretary

DRAFT

CITY OF BURNET

Relocation of Utilities and Communication Wiring

City Council Regular Meeting September 24, 2024

Discuss and consider action: Resolution No. R2024-73: D. Vaughn

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH FIRST BAPTIST CHURCH OF BURNET FOR RELOCATION OF UTILITIES AND COMMUNICATIONS WIRING

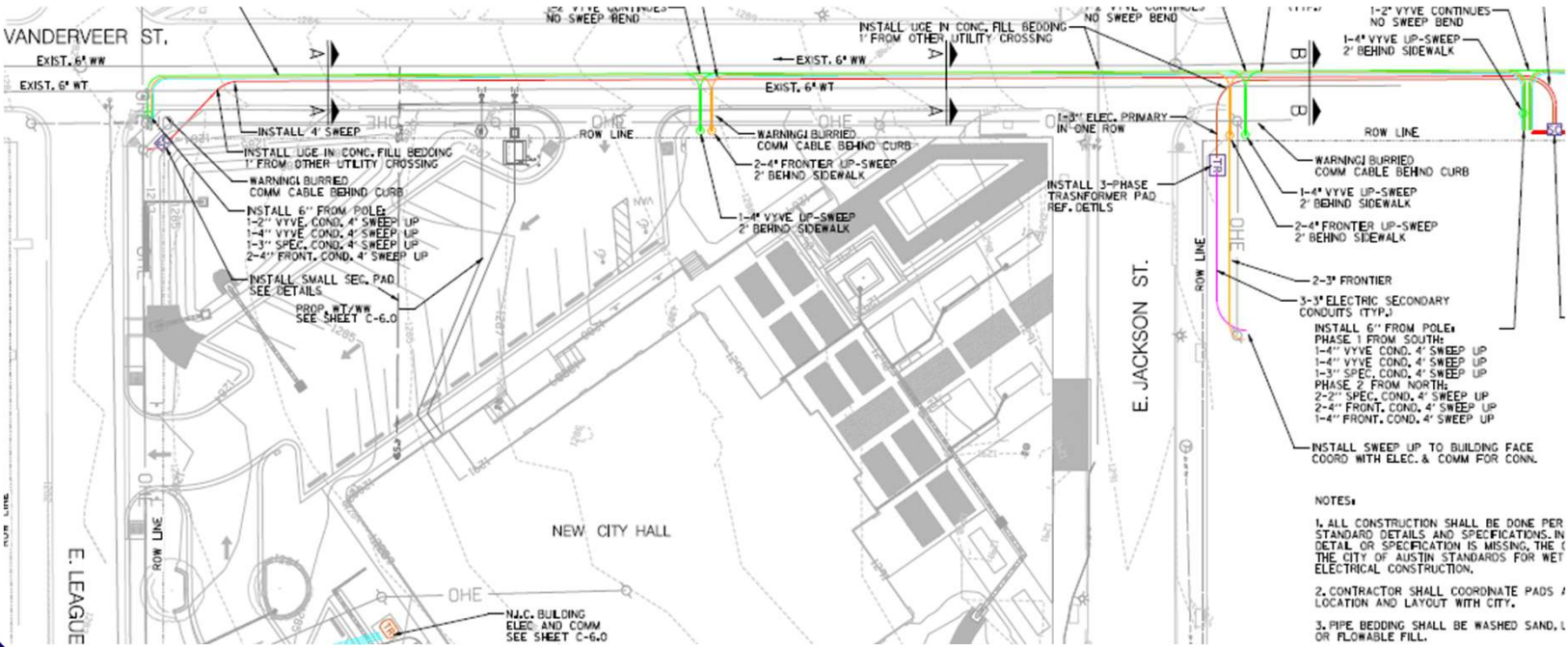


Bluebonnet Capital of Texas

CITY OF BURNET

Relocation of Utilities and Communication Wiring

- Electric and communication lines are being relocated underground for the new city hall project.



- NOTES:**
1. ALL CONSTRUCTION SHALL BE DONE PER STANDARD DETAILS AND SPECIFICATIONS. IN DETAIL OR SPECIFICATION IS MISSING, THE CITY OF AUSTIN STANDARDS FOR WET ELECTRICAL CONSTRUCTION.
 2. CONTRACTOR SHALL COORDINATE PADS / LOCATION AND LAYOUT WITH CITY.
 3. PIPE BEDDING SHALL BE WASHED SAND, L OR FLOWABLE FILL.



Bluebonnet Capital of Texas

CITY OF BURNET

Relocation of Utilities and Communication Wiring

- First Baptist Church of Burnet also wants to relocate lines in front of their new facility at the same time.



Bluebonnet Capital of Texas

CITY OF BURNET

Relocation of Utilities and Communication Wiring

- To reduce costs for the City's portion of the project, City staff will be installing the underground conduit along Vanderveer Street.
- Staff has expressed a willingness to install the conduit for the section in front of the church concurrently.



Bluebonnet Capital of Texas

CITY OF BURNET

Relocation of Utilities and Communication Wiring

- The agreement recovers the cost of installation of the conduit up to \$49,900 and \$9,771.47 for installation of the communication lines by third-party providers.
- While not anticipated, any overage would require approval of the church prior to incurring cost.



Bluebonnet Capital of Texas

Questions?

Recommendation

- Staff recommends the approval and adoption of Resolution No. 2024-73 as presented.



Bluebonnet Capital of Texas