



## 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, March 11, 2025 at 6:00 PM

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Notice is hereby given that a **Regular City Council Meeting** will be held by the governing body of the City of Burnet on **Tuesday, March 11, 2025** 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. Municipal Court Coloring Contest Recognition: H. Sutton
2. Ready As One Emergency Preparedness and Community Fair: Beth Koennecke, PEC External Relations Representative
3. Donald Fawcett Day Proclamation: Mayor Gary Wideman
4. Burnet Municipal Airport Quarterly Report: A. Feild
5. Burnet Police Department Quarterly Report: B. Lee
6. Status Report on Water Wells: E. Belaj

**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 February 18, 2025 City Council Budget Workshop Meeting Minutes  
Approval of the February 25, 2025 City Council Regular Meeting Minutes

## **7. PUBLIC HEARINGS/ACTION:**

1. Public hearing and action: Ordinance No. 2025-10: L. Kimbler

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 200 SURE CAST ROAD FROM ITS PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF LIGHT INDUSTRIAL – DISTRICT “I-1” WITH A CONDITIONAL USE PERMIT TO ALLOW FOR THE USE “BRASS OR COPPER FOUNDRY OR FABRICATION PLANT”; PROPERTY KNOWN AS 3201 S WATER STREET FROM ITS PRESENT DESIGNATION OF HEAVY COMMERCIAL – DISTRICT “C-3” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; AND PROPERTY KNOWN AS 200 JOHN HOOVER PARKWAY FROM ITS PRESENT DESIGNATION OF HEAVY COMMERCIAL – DISTRICT “C-3” AND LIGHT INDUSTRIAL – DISTRICT “I-1” TO A DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1” WITH A CONDITIONAL USE PERMIT TO ALLOW FOR THE USE “CLINIC AND SAFETY SERVICES”; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

Staff Presentation

Public Hearing

Discuss and consider action

2. Public hearing and action: Ordinance No. 2025-11: L. Kimbler

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR THE TEXAS ALCOHOLIC BEVERAGE CODE PERMIT TYPE “PACKAGE STORE (P)” IN A LIGHT COMMERCIAL – DISTRICT “C-1” ZONING DISTRICT FOR PROPERTY LOCATED AT 600 E POLK STREET; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

Staff Presentation

Public Hearing

Discuss and consider action

3. Public hearing and action: Ordinance No. 2025-12: L. Kimbler

AN ORDINANCE OF BURNET, TEXAS, AMENDING CITY OF BURNET CODE OF ORDINANCES, CHAPTER 118 (ENTITLED “ZONING”) FOR THE PURPOSE OF CREATING A NEW RESIDENTIAL SINGLE-FAMILY ZONING CLASSIFICATION “R-6-13”; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

Staff Presentation

Public Hearing

Discuss and consider action

4. Public hearing and action: Resolution No. R2025-13: L. Kimbler

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, CONDITIONALLY APPROVING THE “FINAL PLAT” OF THE RANCH AT DELAWARE CREEK, PHASE 2 SUBDIVISION, A 29-LOT RESIDENTIAL SUBDIVISION CONSISTING OF APPROXIMATELY 13.77 ACRES; PRELIMINARY ACCEPTANCE OF PUBLIC STREET, WATER, WASTEWATER AND ELECTRICAL IMPROVEMENTS; AND APPROVING THE MAINTENANCE BOND OF THE INFRASTRUCTURE

Staff Presentation

Public Hearing

Discuss and consider action

5. Public hearing and action: Resolution No. R2025-14: L. Kimbler

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, CONDITIONALLY APPROVING THE “FINAL PLAT” OF THE RANCH AT DELAWARE CREEK, PHASE 3 SUBDIVISION, A 20-LOT RESIDENTIAL SUBDIVISION CONSISTING OF APPROXIMATELY 11.33 ACRES; PRELIMINARY ACCEPTANCE OF PUBLIC STREET, WATER, WASTEWATER AND ELECTRICAL IMPROVEMENTS; AND APPROVING THE MAINTENANCE BOND OF THE INFRASTRUCTURE

Staff Presentation

Public Hearing

Discuss and consider action

6. Final Public Hearing – CDBG-CV CRP Grant Program Performance: A. Feild

**8. ACTION ITEMS:**

1. Discuss and consider action: Approval and authorization to purchase baseball/softball scoreboards: D. Vaughn

2. Discuss and consider action: Resolution No. R2025-15: A. Feild

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE DOWNTOWN REVITALIZATION PROGRAM

3. Discuss and consider action: Resolution No. R2025-16: L. Kimbler

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE PAYMENT OF A FEE IN LIEU OF TREE PRESERVATION/MITIGATION FOR HILLTOP OAKS SUBDIVISION

4. Discuss and consider action: Resolution No. R2025-17: E. Belaj

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS,  
AUTHORIZING THE SUBMISSION OF A WATER CONSERVATION GRANT  
APPLICATION TO THE LOWER COLORADO RIVER AUTHORITY (LCRA) AND THE  
EXECUTION OF THE AWARD CONTRACT

5. Discuss and consider action: Approval of Valley Street Well Engineering Contract  
Award: E. Belaj

**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 7th day of March 2025

**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 March 7, 2025 at or before 6 o'clock p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

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Maria Gonzales, City Secretary

**NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS:**

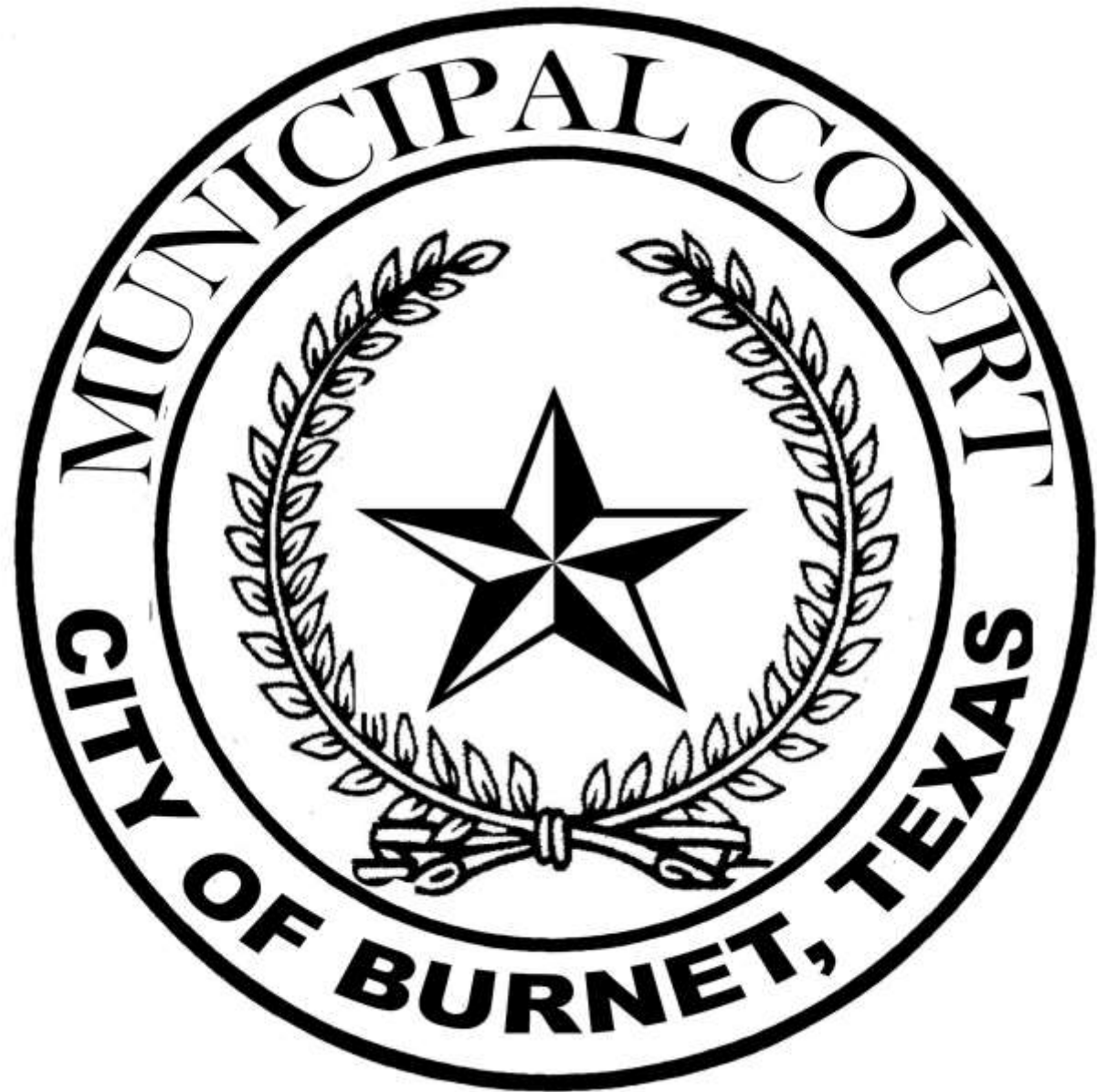
*The City of Burnet Council Chambers is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services, such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's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

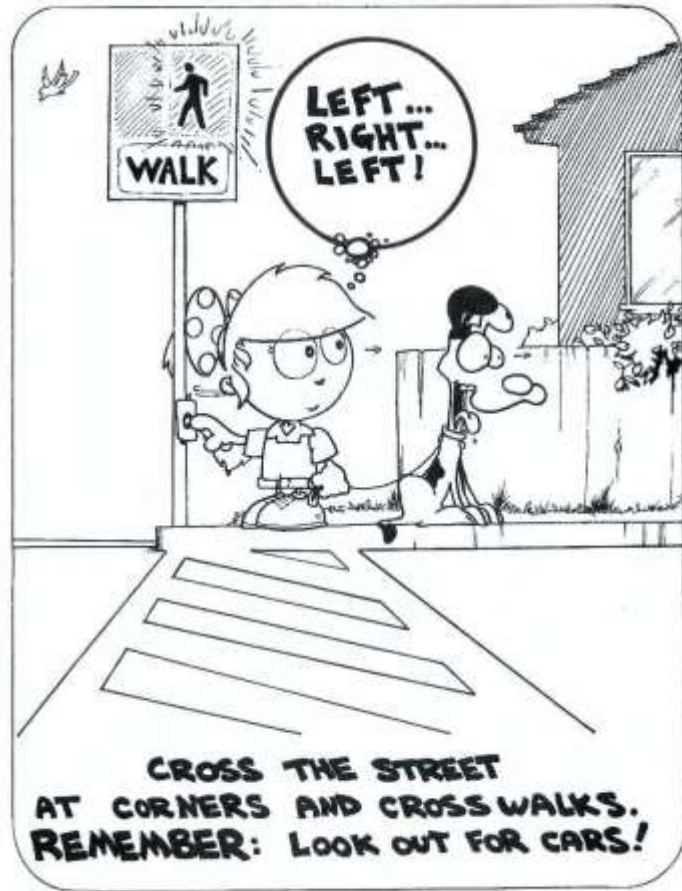
**RIGHT TO ENTER INTO EXECUTIVE SESSION:**

*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).*



Burnet MC  
Recognition  
of Traffic  
Safety  
Coloring  
Contest  
Participants





## The Activity

- Burnet MC partnered with Burnet CISD to promote traffic safety among our youngest residents. Participants were asked to complete a coloring contest activity that promotes traffic safety, specifically crosswalk safety.

# The Participants

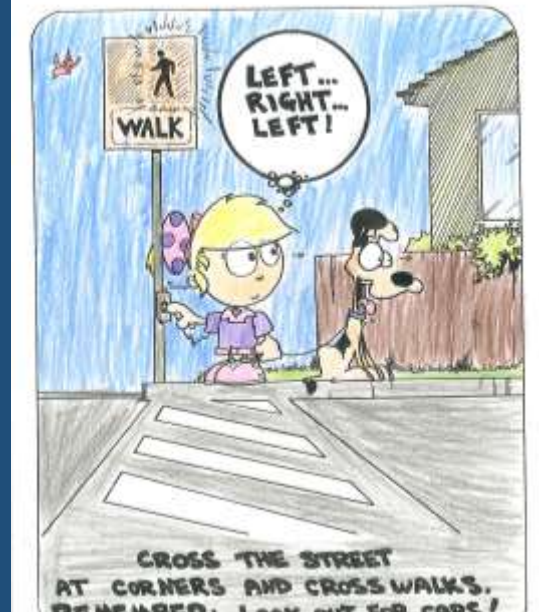
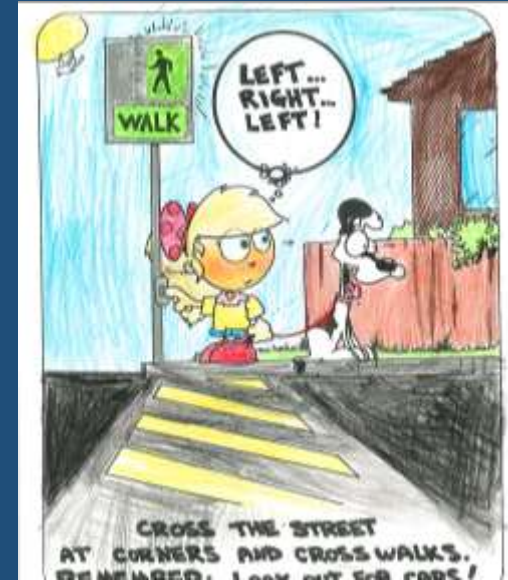
Bertram Elementary : 12

RJ Richey Elementary : 15

Shady Grove Elementary: 26

2<sup>nd</sup> and 3<sup>rd</sup> graders





## Our Shady Grove Winners!

Sadee Sopp – 2<sup>nd</sup>

Blakeli Knetsch – 2<sup>nd</sup>

Carter Hicks – 2<sup>nd</sup>

Luna Solomon – 2<sup>nd</sup>

Dodger Becker – 2<sup>nd</sup>

Gibson Brown – 2<sup>nd</sup>





## Our Bertram Elementary Winners!

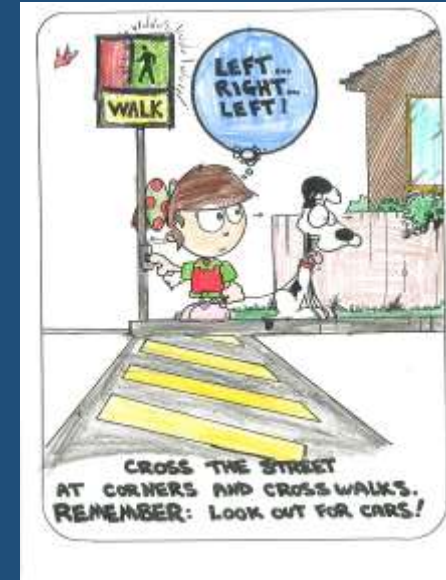
Hattie Scout Allen – 2<sup>nd</sup>

Piper Yartz – 2<sup>nd</sup>

Adeline Gastelum – 2<sup>nd</sup>

Avery Escareno – 3<sup>rd</sup>

Wyatt Bell – 2<sup>nd</sup>



## Our RJ Richey Elementary Winners!

Miguel Rodriguez -3<sup>rd</sup>

Blayne Goehring – 3<sup>rd</sup>

Joquebede Lara Duran – 3<sup>rd</sup>

Eder Ibanez – 3<sup>rd</sup>

Leonardo Sanchez – 3<sup>rd</sup>

Thank you to Burnet CISD  
and all our participants!



**Pedernales Electric  
Cooperative**

**Burnet County Office of  
Emergency Management**

**Burnet County Sheriff's Office**

**PRESENT**

# READY AS ONE

**SATURDAY, MARCH 29 • 10 A.M.-2 P.M.**

Marble Falls High School  
2101 Mustang Dr. • Marble Falls, Texas

Join the first-ever Emergency Preparedness and Community Resource Fair! This family-friendly event will help you get connected with essential services in your community and provide emergency preparedness information in a fun, engaging way.

## WHAT TO EXPECT:

- Meet first responders
- Meet PEC lineworkers
- Community support
- Housing and job assistance
- Kona Ice and other food trucks
- Summer programming for children
- Help those in need by donating blood
- Food donation drive
- A visit with PEC's Wattson Raccoon
- Fun for all ages

## WHEN WE PREPARE TOGETHER, WE'RE SAFER TOGETHER!

Don't miss the chance for hands-on learning, engaging with local heroes, and preparing as a community!



Scan QR code for full  
details of the event.



**PEDERNALES ELECTRIC  
COOPERATIVE**





# Proclamation

## OF THE MAYOR AND CITY COUNCIL FOR THE CITY OF BURNET

*Whereas*, Donald Fawcett was a lifelong dedicated servant to residents of the City of Burnet and all of Burnet County; and

*Whereas*, Donald wore many hats during his time here. He raised a wonderful family with his wife Bonnie, served his country in the U.S. Air Force, delivered milk to Camp Longhorn for 58 years, cooked for everyone from fundraisers to weddings, cooked for PEC, drove the after-school bus for First Baptist Church of Burnet, was the best custom firewood cutter in the state, and so much more; and

*Whereas*, Donald loved and supported the Burnet Bulldogs. He attended home and away games sporting his tan coveralls and green hat, cooked for the coaches every Friday game day, cooked hamburgers for public school week, and provided class rings to students that could not afford them. He was famous for his yearly collaboration in the Convocation videos; and

*Whereas*, Donald Fawcett truly exemplifies the noble endeavor to leave a place better than when found and in doing so, inspires all of us to do the same. He as recognized s Burnet Honor Citizen and received many Masonic Lodge honors over the years. He loved delivering Mother's Day candy to widows for 20 years; and

*Whereas*, Donald was known for many things. He can be coined with starting the slogan, "It's Burnet Durnet Can'tcha Learnit." The words "Chocolate Milk" mean something completely different to those children in Donald's past because he purchased chocolate milk for any child who wanted one. "Donald's fried fish" was like no other and often meant a large crowd was gathering.

*Now, therefore*, be it proclaimed, that I, Gary Wideman, Mayor of the City of Burnet on behalf of the City Council, of the City of Burnet, Texas, do hereby declare the 29<sup>th</sup> day of March 2025 to be observed as



# Donald Fawcett Day of Service

and urge all citizens of Burnet, Texas to applaud Donald for his dedicated service to our community.

*In witness thereof, I hereunto set my hand and caused the seal of the City of Burnet to be affixed this 11<sup>th</sup> day of March 2025.*

\_\_\_\_\_  
*Mayor Gary Wideman*



March 2025

# Burnet Municipal Airport

## Quarterly Report





# CAPITAL PROJECTS



An aerial photograph of a highway construction project. The image shows a multi-lane road with a green and white striped safety barrier on the left and a red and white striped barrier on the right. A large, bold, dark blue text overlay reads "TXDOT STATEWIDE PAVEMENT MAINTENANCE PROJECT". In the background, there are some buildings and trees. A small white sign with black text is visible in the center of the road, partially obscured by the text overlay. The sign reads: "Area 2: Bird Schofield Creek Road Pavement (Total Area: 1,000,000 sq ft)". Another sign is visible on the left side of the road, partially obscured by the text overlay. It reads: "Area 3: Bird Creek Road Pavement (Total Area: 1,000,000 sq ft)".

# TXDOT STATEWIDE PAVEMENT MAINTENANCE PROJECT

**TxDOT has awarded project to:**  
Don Jackson Construction

## Project Phase: Pre-Construction

## Work Items Underway:

- Pre-Design Conference

## Schedule:

- **Contract Execution(est.): March 2025**
- Pre-Construction(est.): April 2025
- Construction Phase(est.): April 2025 – July 2025
- Closeout Phase(est.): August 2025

## Pending Items:

- Construction Timeline
- Communication to Tenants/Airport Users

## Other Items:

- None





# BOX HANGAR



## Project Phase: Construction Phase

### Schedule:

- ✓ Construction Groundbreaking: April 2024
- ✓ Foundation Completion: December 2024
- ✓ Building Delivery/Begin Erection: January 2025
- ❑ Major Building Completion: April 2025
- ❑ Final Completion: May 2025 (extension to July 2025)

### Other Items:

- Bipartisan Infrastructure Law(BIL) Grant Application Submission - \$795,000
- Compliance with Fire Code requirements
- Discussions with a potential future tenant
  - Crosby Flying



# DECELERATION LANE INTO AIRPORT

An aerial photograph showing a road intersection and surrounding area. A large, long, light-colored hangar is visible on the left side of the image. To the right of the hangar is a large, open, unpaved area. Further right is a road with a deceleration lane. The road has several vehicles, including a white car and a red truck. To the right of the road is a parking lot with several cars. The background shows more buildings and trees.

This project's funding relies on the Box Hangar budget and the project will not commence until the Hangar project budget is fully finalized.

# ROUTINE AIRPORT MAINTENANCE PROGRAM

## Completed Projects:

- ✓ North highway fence upgrade
- ✓ Minor hangar repairs
- ✓ Parameter Fence Repair
- ✓ CAF Automatic Gate Repair

## Projects Underway:

- ❑ Install new steel sign for CAF Hangar (space available for three tenants)
- ❑ Upgrade south secondary entrance gate and fence
- ❑ Perform highway sign maintenance (replace missing middle of "P")
- ❑ Install heavy-duty flag holders on highway fence

## Possible Future Projects:

- Upgrade CAF Hangar lights to LED lights
- Upgrade CAF Building highway building front bottom metal
- Upstairs meeting room remodel
- Upstairs AC Closet Remodel
- Replace Ceiling tiles in FBO building
- A/C repair FBO Building
- Upgrade information signage

# AIRPORT UPDATES





# STORAGE HANGAR(S)

Type	Number of Units	Individuals on Waiting List (Feb-25)	New Leases (FY 24-25)
Tie-Downs	8	0	2
Sun Shelters	24	38	0
Standard T-hangars	28	126	0
Community Hangar	1 (3 tenants)	--	--
Large T-hangar	1	--	--



# HIGHLAND LAKES SQUADRON - CAF



# BLUEBONNET AIRSHOW



MARCH 15, 2025 • KATE CRADDOCK FIELD • BURNET, TX

## Ground Lease – CareFlite



- Site and Development Plan

CareFlite Ground Lease Milestone(s)	Date(s)	
Agreement Executed	May 23, 2024	
Commencement Date	June 1, 2024	
First year's Lease payment shall be paid within ten days of the Effective Date of Lease	June 2, 2024	Payment Received Aug 8, 2024
Submission of a Site and Design Plan(120 days)from Commencement Date	September 29, 2024	Council Approved extension of Site/Design Plans to March 31, 2025
Commencement of Construction(21 days) from date of Permit	TBD	
Completion of Construction (240 days) from Commencement of Construction	TBD	



## Fixed Based Operator(FBO)





## Other Projects & Updates

- Airport Standards & Operating Policy
- Highland Lakes Leadership Group visited Jan 14<sup>th</sup>
- TxDOT-Texas Aviation Conference – May 2025

# Questions/ Comments



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

# Burnet Police Quarterly Report



# Updates

- SRO Program
  - This school year will be our final year providing SRO's to the BCISD
  - They have begun the process of obtaining TCOLE approval for their own ISD police department
  - They have hired a Chief of Security which is a critical piece of the process that will enable them to become an agency
  - We are committed to assist them as they progress
  - We will need to draft an MOU in the coming months to outline some responsibilities we will retain i.e. evidence storage and felony investigations
  - Created a juvenile investigator position to absorb the increase in caseload and implement some juvenile programs

# Patrol



## Staffing

Fully staffed once the  
school year ends



## CFS

4,631



## Traffic Stops

2,264



## Response Times

# Patrol

Close Patrols

- 5,068

Accidents

- 110

Reports

- 223

Arrests

- 141

# Investigations

- CID
  - 28 assigned cases
  - 16 cleared
- Cellebrite
  - Over 20 Cases
  - Assisted numerous outside agencies
  - Have used one forced unlock





# Training

- September 11, 2024 through September 13, 2024 - SAFVIC
- September 26, 2024 - (Department of State Health Services)LCRA Local Rabies Control Authority Seminar
- October 8, 2024 through October 10, 2024 - SAFVIC
- October 10, 2024 - SFST Refresher
- October 14, 2024 through October 15, 2024 - Intermediate Arrest Search and Seizure (TMPA)
- October 17, 2024 - SFST Refresher
- October 22, 2024 - SFST Refresher
- October 29, 2024 - SFST Refresher
- November 11-15th 2024 – (Burnet PD) Basic Instructor Course
- November 4th TruNARC
- January 6, 2025 through January 7, 2025 - Intro to Narcotics Investigations

# Code Enforcement

59 Cases generated in the last quarter.

Cases are in different status based on the property owners and courts.



# Questions





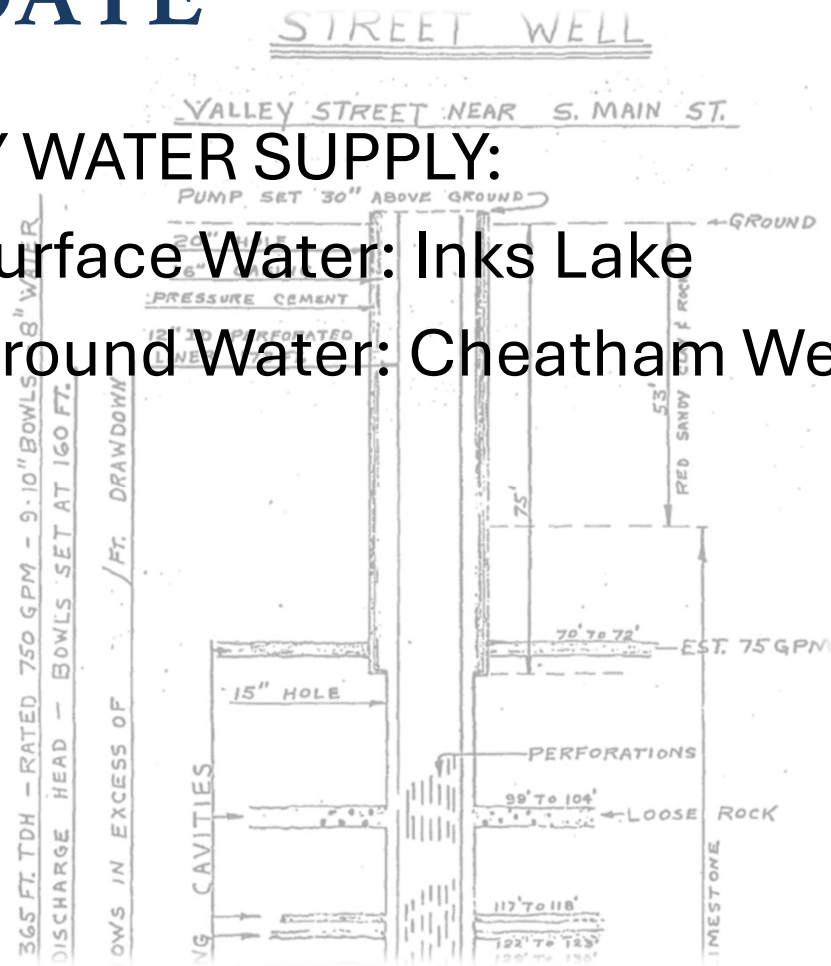
City Council  
Regular Meeting

March 11, 2025

# WATER WELLS AND PUMPS UPDATE

## CTIY WATER SUPPLY:

- Surface Water: Inks Lake
- Ground Water: Cheatham Wells

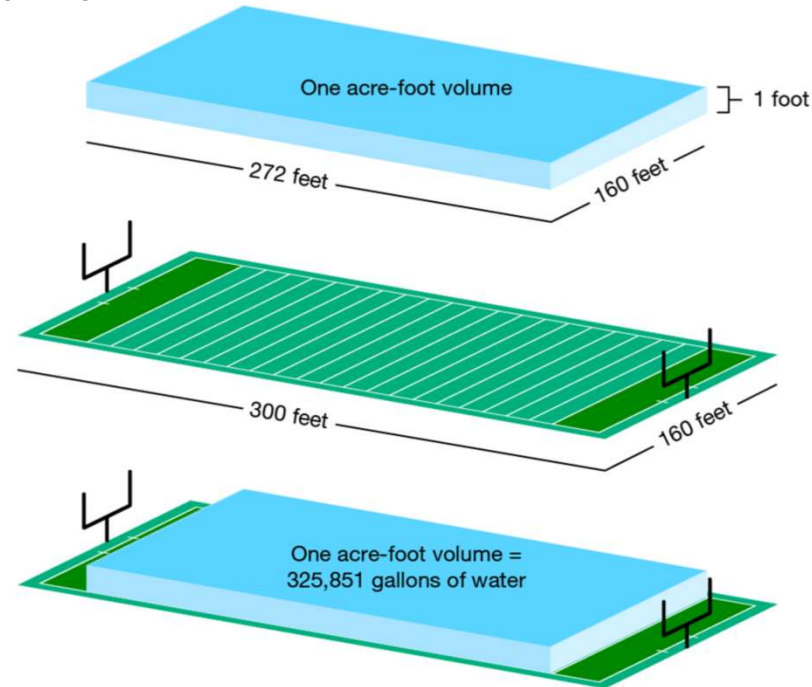




1AcFt=325,851 gal

# CHEATHAM WELLS

- Cheatham Well has a historical use permit
- 921 Ac-Ft per year





# Cheatham Wells Information

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Constructed circa 1961

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Cheatham 1 (western location) is 480' deep

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Cheatham 2 (eastern location) is 140' deep

Possible previous partial collapse

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Both wells produce about 600 gallons per minute each or 900 combined



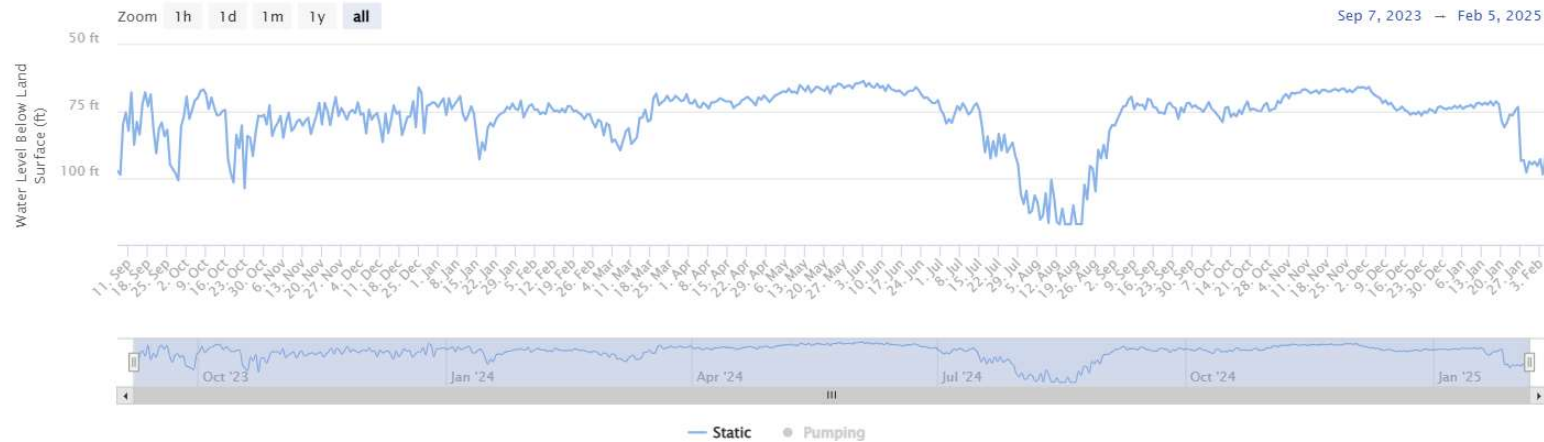


# Ellenburger Aquifer

 Hydrograph

Water Levels for Well ID: 3709 (Cheetum #1)

Click and drag in the plot area to zoom in

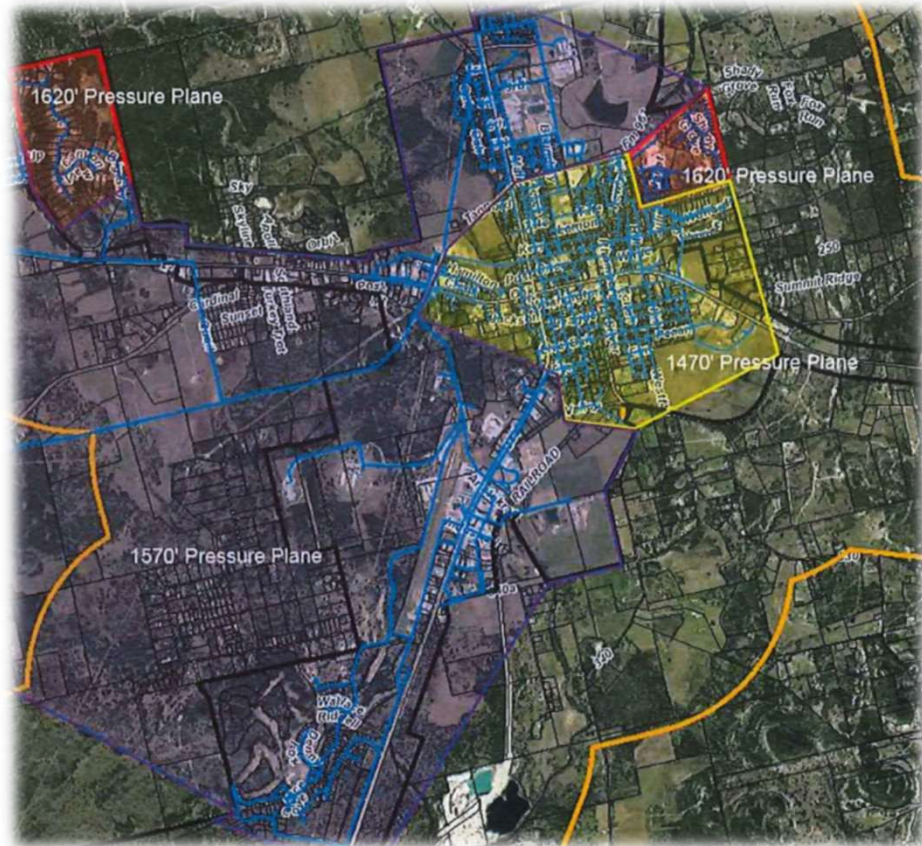






About 50/50  
Surface > Jul-Oct  
Ground > Nov-June

## Lake vs. Surface Water







## Cheatham 2 Well Information



New Pump: Replaced in  
2023



Pump Depth: 135'



Static Water Level: 77'  
Draw Down Level: 120'



Compared to 2023:  
Down 200 gal/min





# Cheatham 1 Well Information

Removed old pump & Video Recording

Inspected the well, ran various tests such as Caliper, Gamma Ray, deviation, and quality

Deepest pump can be set: 185' based on Caliper Test

Larger Pump is needed





# Cheatham 1 Test: Caliper



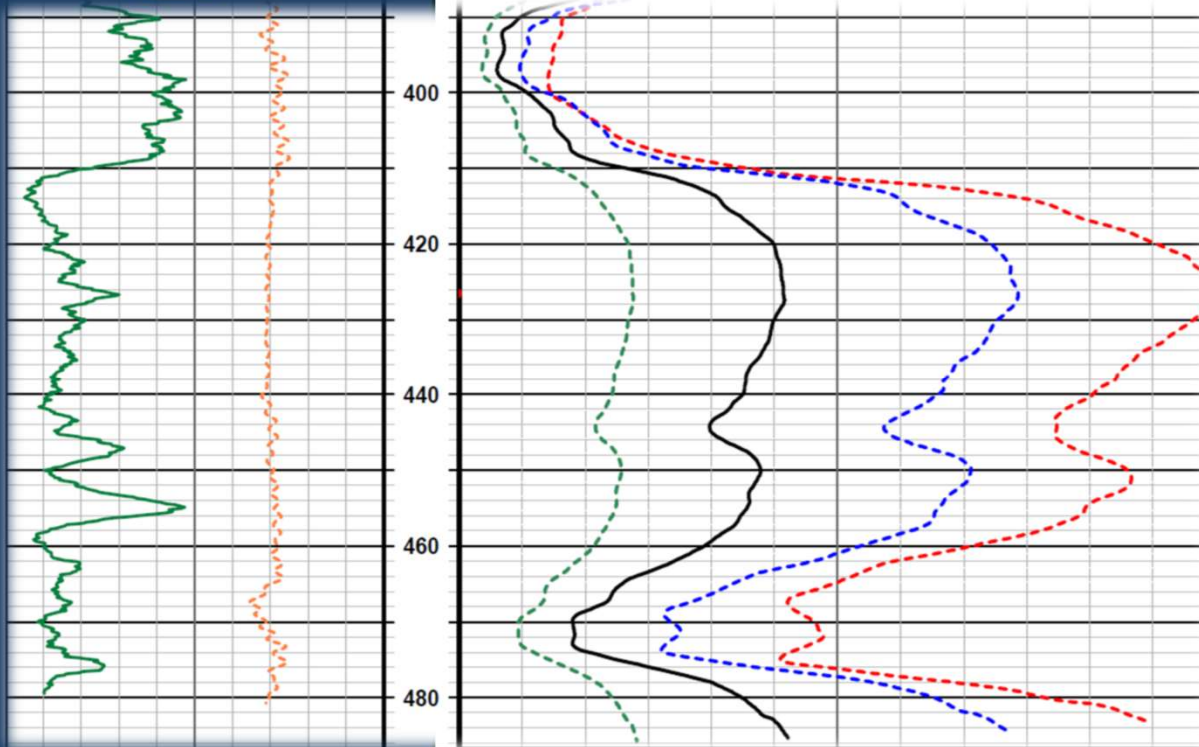
Caliper Test shows diameter deviation





This well narrows at 120' and at 190'





# Cheatham 1 Test: Gamma Ray



 Shows possible water production layers

 Measures Soil Electric Resistance

 Further apart means likely more production

 Most Production at 180' and 430'



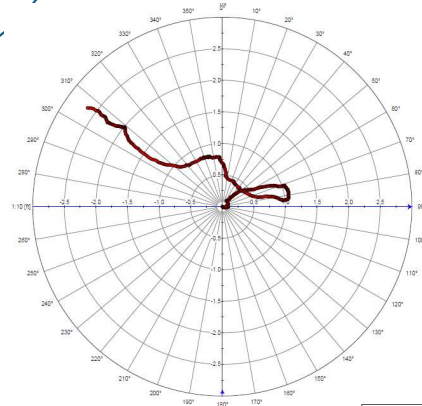




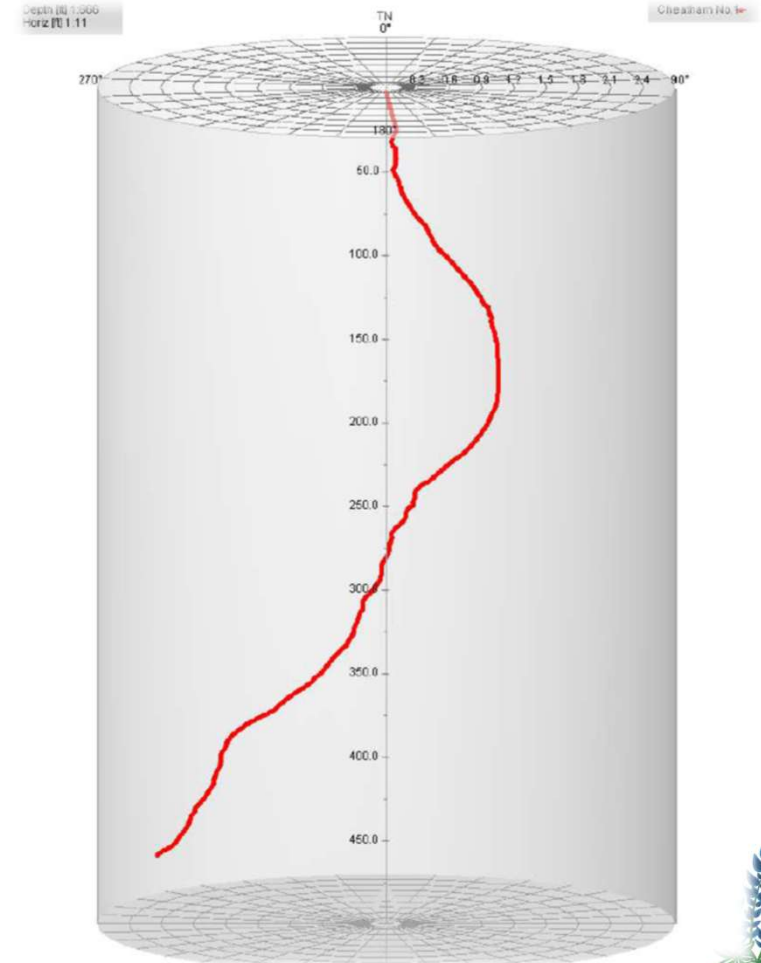
Shows how far  
from plumb  
well is

Deeper means  
likely further  
from straight

180' = 1' Deviation



## Cheatham 1 Test: Deviation





**MIMIMUM:  
400 gpm in  
winter**

# Cheatham 1: Cost



**Water Well Cheatham 1 is  
more productive**

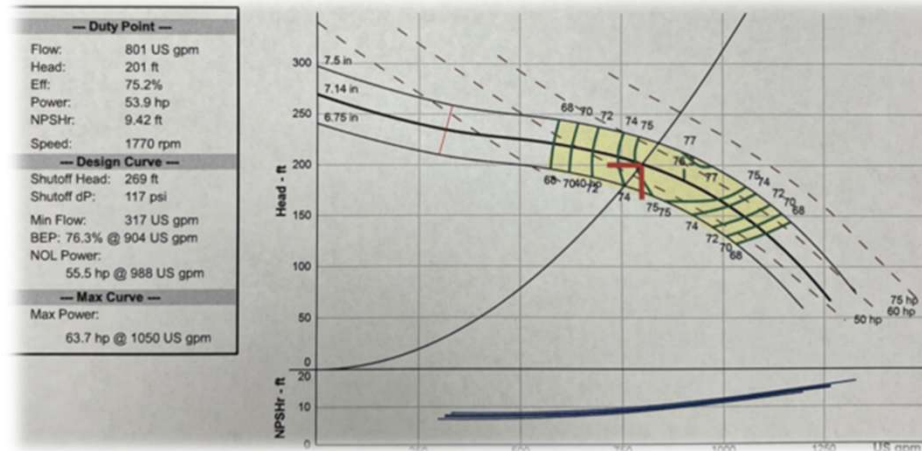


**New pump will produce:**

at 120' water level over 900 Gallons per Minute  
at 185' water level 750 gallons per Minute



**Cost \$50K-\$55K**





\$2MM to \$3MM

## VALLEY ST. WELL

### Previously put out of service

- Broken Casing
- Too Close to Street

### Highly productive well

- 1,000 Gallons Per Minute
- Can supply ½ of the City
- 200' Deep
- Casing at 181'

### Bring back to production

- Remove & Replace Casing \$205K
- Electric, water tanks, chemicals, water supply lines





# Questions?





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

On this the 18<sup>th</sup> day of February 2025, the City Council of the City of Burnet convened in Workshop Session, at 9:00 a.m. at Canyon of the Eagles, located at 16942 Ranch Road 2341, 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, and Ricky Langley
City Manager	David Vaughn
City Secretary	Maria Gonzales

Guests: Haley Archer, Eric Belaj, Jessi Carpenter, Jill Disler, Adrienne Feild, Jon Forsythe, Mark Ingram, Leslie Kimbler, Patricia Langford, Keith McBurnett, Thad Mercer, Tony Nash, Andrew Scott, Jacob Thomas

Call to Order: Mayor Gary Wideman called the meeting to order at 9:00 a.m.

CONSIDERATION ITEMS:

2.1 Discuss and Consider: The FY 24/25 and FY 25/26 Fiscal Year Budgets, including budget process, capital projects, financial goals, tax rates, and associated debt, strategic planning, service levels, council's goals and priorities, and community surveys:

City Manager, David Vaughn, reviewed the budget process, financial goals for the City, as well as future plans such as creating a 3-year staffing plan, a 5-year equipment replacement plan, and a 5-year capital improvement plan.

Each department presented a review of their capital projects for Fiscal Year 2024/25 and the current status of each one.

Assistant to the City Manager, Keith McBurnett, reviewed the results of the community priorities survey noting frequent terms and themes that were mentioned in citizen answers. These surveys will provide valuable feedback for City staff and council to denote what is a priority for Burnet citizens.

EXECUTIVE SESSION: None.

RECONVENE TO REGULAR SESSION FOR POSSIBLE ACTION:

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

ADJOURN: There being no further business, a motion was made by Mayor Gary Wideman at 2:42 p.m. to adjourn.

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Gary Wideman, Mayor

**ATTEST:**

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Maria Gonzales, City Secretary

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

On this the 25<sup>th</sup> day of February 2025, 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	Philip Thurman, Joyce Laudenschlager, Tres Clinton and Ricky Langley
Absent	Cindia Talamantez and Tommy Gaut
City Manager	David Vaughn
City Secretary	Maria Gonzales

Guests: Haley Archer, Eric Belaj, Jessi Carpenter, Jill Disler, Adrienne Feild, Veronica Hernandez, Mark Ingram, Patricia Langford, Keith McBurnett, Thad Mercer, Tony Nash, Andrew Scott, Heather Sutton, Jacob Thomas, Cliff Hirneisen

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

INVOCATION: Led by Mayor Wideman

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

Special Reports/Recognition

5.1) Annual Traffic Stop Data Report: B. Lee: Brian Lee, Police Chief, reported on traffic stop data for 2024. He noted that there were 4,939 stops and 202 searches conducted last year. 50% of those searches yielded contraband and 25% yielded drugs.

5.2) Finance Monthly Report: P. Langford: Patricia Langford, Finance Director, reported that the general fund has a current balance of \$1,708,017 attributable to the recent payment of property tax. Mrs. Langford also noted that the golf fund is doing better than projected, which is due in part to the increase in rates. The electric revenues are on track, however, water revenues are down, though Mrs. Langford does not see cause for concern. It was reported that the airport fund is doing well, and the cash reserves have a healthy balance.

CONSENT AGENDA:

6.1) Approval of the February 11, 2025 Regular Meeting Minutes

Council Member Ricky Langley moved to approve the consent agenda as presented. Council Member Joyce Laudenschlager seconded the motion. The motion carried unanimously.

PUBLIC HEARINGS/ACTION: None.

ACTION ITEMS:

8.1) Discuss and consider action: Approval and authorization to purchase a vehicle for the Building Department: K. McBurnett

City Manager David Vaughn requested to pass on this item. No action was taken.

8.2) Discuss and consider action: Resolution No. R2025-11: D. Vaughn

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

Council Member Philip Thurman made a motion to approve Resolution No. R2025-11 as presented. Council Member Joyce Laudenschlager seconded the motion. The motion carried unanimously.

8.3) 3. Consideration and action with respect to Resolution No. R2025-12: D. Vaughn

RESOLUTION APPROVING THE RESOLUTION AUTHORIZING REDEMPTION OF CERTAIN OF THE BURNET ECONOMIC DEVELOPMENT CORPORATION'S OUTSTANDING BONDS AND OTHER RELATED MATTERS

Council Member Tres Clinton made a motion to approve Resolution No. 2025-12 as presented. Council Member Ricky Langley seconded the motion. The motion carried unanimously.

EXECUTIVE SESSION: None.

RECONVENE TO REGULAR SESSION FOR POSSIBLE ACTION:

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

ADJOURN: There being no further business, a motion was made by Mayor Gary Wideman at 6:16 p.m. to adjourn and seconded by Council Member Joyce Laudenschlager. The motion was unanimous.

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Gary Wideman, Mayor

**ATTEST:**

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Maria Gonzales, City Secretary





## Item Brief

### **Meeting Date**

March 11, 2025

### **Agenda Item**

Public hearing and action: Ordinance No. 2025-10: L. Kimbler

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 200 SURE CAST ROAD FROM ITS PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF LIGHT INDUSTRIAL – DISTRICT “I-1” WITH A CONDITIONAL USE PERMIT TO ALLOW FOR THE USE “BRASS OR COPPER FOUNDRY OR FABRICATION PLANT”; PROPERTY KNOWN AS 3201 S WATER STREET FROM ITS PRESENT DESIGNATION OF HEAVY COMMERCIAL – DISTRICT “C-3” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; AND PROPERTY KNOWN AS 200 JOHN HOOVER PARKWAY FROM ITS PRESENT DESIGNATION OF HEAVY COMMERCIAL – DISTRICT “C-3” AND LIGHT INDUSTRIAL – DISTRICT “I-1” TO A DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1” WITH A CONDITIONAL USE PERMIT TO ALLOW FOR THE USE “CLINIC AND SAFETY SERVICES”; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

1. Staff Presentation
2. Public Hearing
3. Discuss and consider action

### **Information**

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

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

Written notices were mailed to 30 surrounding property owners within 200 feet of the subject property. There have been zero responses in favor and zero responses in opposition.

### **P&Z Report**

Planning and Zoning met at their regular scheduled meeting on Monday, March 3<sup>rd</sup> and recommended approval of Ordinance 2025-10 as presented.

### **Recommendation**

Open the public hearing.

Discuss and consider Ordinance 2025-10.

## Exhibit A – Location and Current Zoning

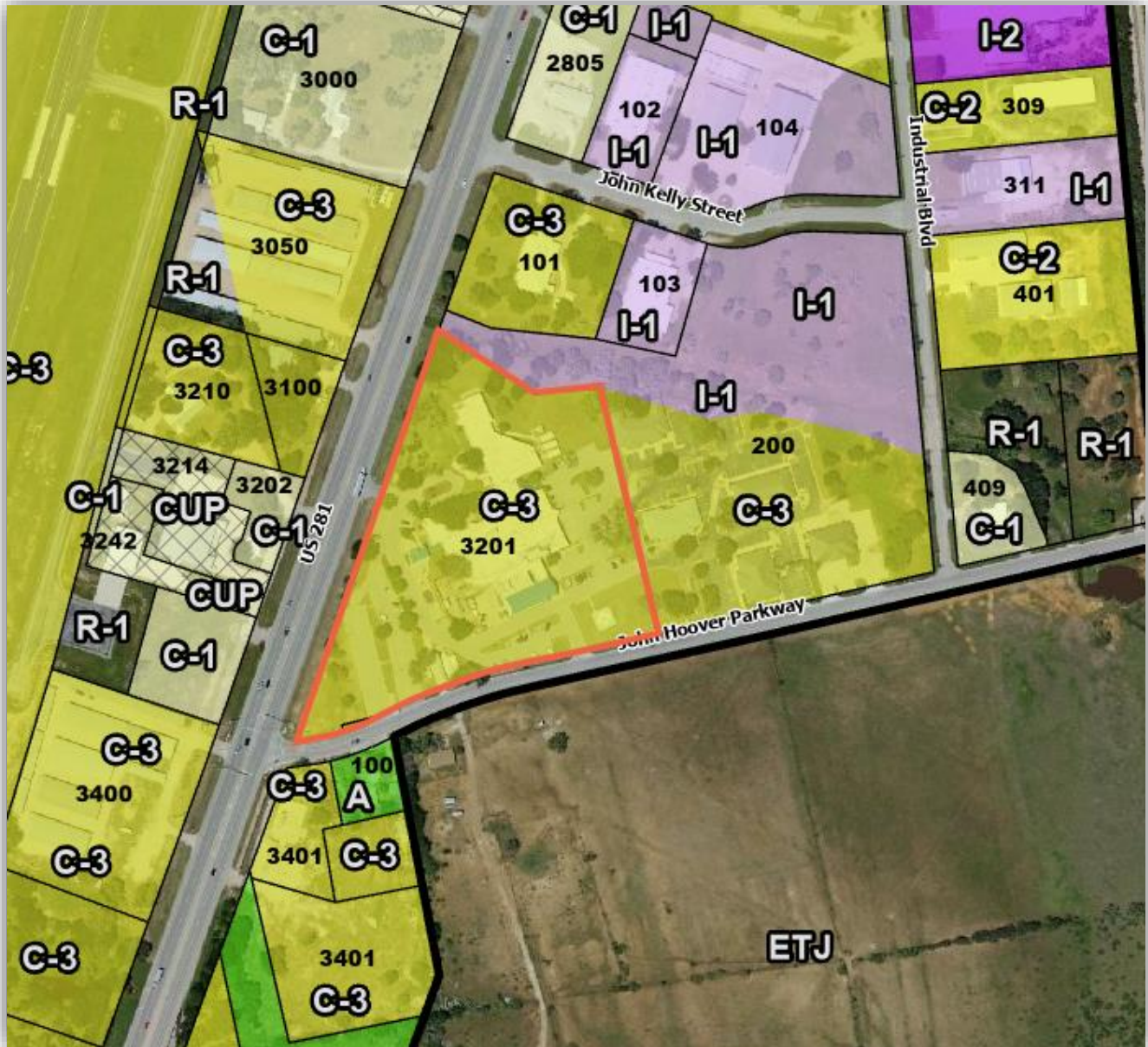
200 Sure Cast Road





## Exhibit B – Location and Current Zoning

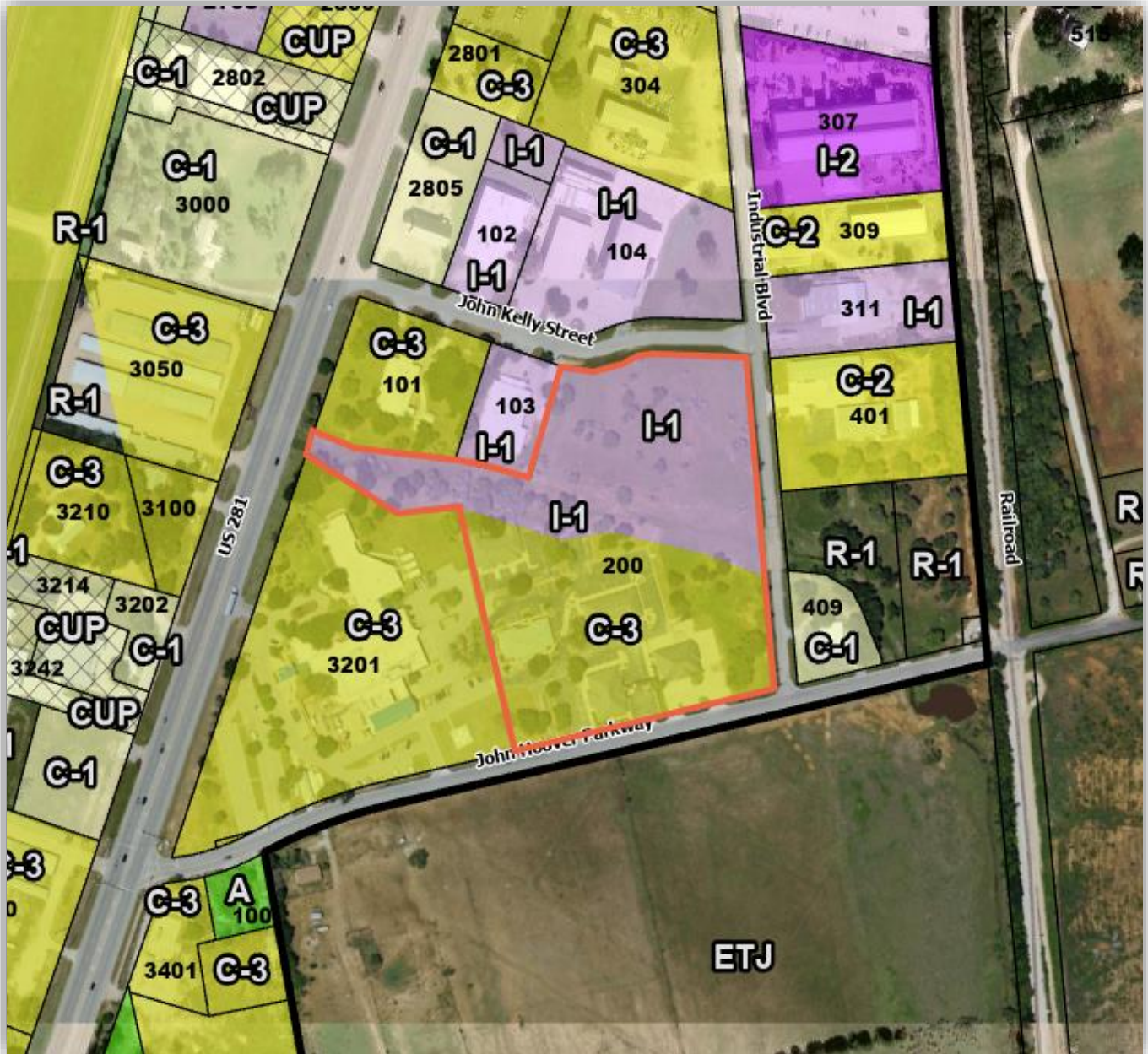
3201 S Water St





## Exhibit C – Location and Current Zoning

200 John Hoover Parkway



**ORDINANCE NO. 2025-10**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY REZONING PROPERTY KNOWN AS 200 SURE CAST ROAD FROM THE PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF LIGHT INDUSTRIAL – DISTRICT “I-1” WITH A CONDITIONAL USE PERMIT TO ALLOW FOR THE USE “IRON, STEEL, BRASS OR COPPER FOUNDRY OR FABRICATION PLANT”; PROPERTY KNOWN AS 3201 S WATER STREET FROM ITS PRESENT DESIGNATION OF HEAVY COMMERCIAL – DISTRICT “C-3” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; AND PROPERTY KNOWN AS 200 JOHN HOOVER PARKWAY FROM ITS PRESENT DESIGNATION OF HEAVY COMMERCIAL – DISTRICT “C-3” AND LIGHT INDUSTRIAL – DISTRICT “I-1” TO A DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1” WITH A CONDITIONAL USE PERMIT TO ALLOW FOR THE USE “CLINIC AND SAFETY SERVICES”; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City Council, by the passage and approval of Ordinance No. 2021-01, affixed the zoning classifications for each and every property located within the city in accordance with the Official Zoning Map as approved with said ordinance; and

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

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

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

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

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

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

**Section Two. Property.** The Property that is the subject to this Zoning District Reclassification is: **200 SURE CAST ROAD** (LEGAL DESCRIPTION: BEING 4.085 AC. TRACT, MORE OR LESS AND 60' WIDE ROADWAY EASEMENT OUT OF THE LEM TAYLOR SURVEY NO. 8. as shown on **Exhibit "A"** hereto.

**Section Three. Zoning District Reclassification. LIGHT INDUSTRIAL – DISTRICT "I-1"** Zoning District Classification is hereby assigned to the Property described in section two.

**Section Four. Conditional Use Permit.** A Conditional Use Permit to allow for the use "Iron, Steel, Brass or Copper Foundry or Fabrication Plant" is hereby assigned to the Property described in section two.

**Section Five. Property.** The Property that is the subject to this Zoning District Reclassification is: **3201 S WATER STREET** (LEGAL DESCRIPTION: BEING 8.00 AC. TRACT, MORE OR LESS, OUT OF THE LEMUEL TAYLOR SURVEY NO.8 ABSTRACT 800 as shown on **Exhibit "B"** hereto.

**Section Six. Zoning District Reclassification. GOVERNMENT – DISTRICT "G"** Zoning District Classification is hereby assigned to the Property described in section five.

**Section Seven. Property.** The Property that is the subject to this Zoning District Reclassification is: **200 JOHN HOOVER PARKWAY** (LEGAL DESCRIPTION: BEING 5.709 AC. TRACT, MORE OR LESS OUT OF THE LEMUEL TAYLOR SURVEY, ABSTRACT 880. as shown on **Exhibit "C"** hereto.

**Section Eight. Zoning District Reclassification. LIGHT COMMERCIAL – DISTRICT "C-1"** Zoning District Classification is hereby assigned to the Property described in section seven.

**Section Nine. Conditional Use Permit.** A Conditional Use Permit to allow for the use "Clinic and Safety Services" is hereby assigned to the Property described in section seven.

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

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

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

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

**PASSED AND APPROVED** on this the 11<sup>th</sup> day of March 2025.

**CITY OF BURNET, TEXAS**

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Gary Wideman, Mayor

**ATTEST:**

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Maria Gonzales, City Secretary



Exhibit "A"

200 Sure Cast Road





Exhibit "B"

3201 S Water St





Exhibit "C"

200 John Hoover Parkway



## CITY OF BURNET

# City Council Regular Meeting March 11, 2025

Discuss and consider action: Ordinance No. 2025-10: L. Kimbler

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 200 SURE CAST ROAD FROM ITS PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF LIGHT INDUSTRIAL – DISTRICT “I-1” WITH A CONDITIONAL USE PERMIT TO ALLOW FOR THE USE “BRASS OR COPPER FOUNDRY OR FABRICATION PLANT”; PROPERTY KNOWN AS 3201 S WATER STREET FROM ITS PRESENT DESIGNATION OF HEAVY COMMERCIAL – DISTRICT “C-3” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; AND PROPERTY KNOWN AS 200 JOHN HOOVER PARKWAY FROM ITS PRESENT DESIGNATION OF HEAVY COMMERCIAL – DISTRICT “C-3” TO A DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1” WITH A CONDITIONAL USE PERMIT TO ALLOW FOR THE USE “CLINIC AND SAFETY SERVICES”; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE



*Bluebonnet Capital of Texas*



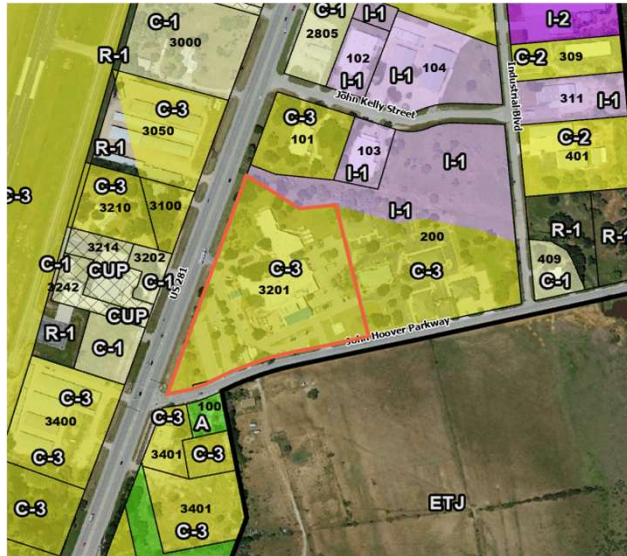
## CITY OF BURNET BACKGROUND & INFORMATION

City-initiated to bring properties into compliance with the current zoning code and ensure each property is zoned appropriately for the use as well as the surrounding area.



200 Sure Cast Road

Proposed Zoning  
Light Industrial – District “I-1”  
w/Conditional Use Permit



3201 S Water Street

Proposed Zoning  
Government– District “G”



200 John Hoover Parkway

Proposed Zoning  
Light Commercial – District “C-1”  
w/Conditional Use Permit



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## CITY OF BURNET



Notices were mailed to 30 surrounding property owners. Zero responses were received in favor or opposition.



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## CITY OF BURNET

**Planning and Zoning met on Monday, March 3<sup>rd</sup>, and did recommend approval of Ordinance 2025-10 as presented.**

# Public Hearing

- **Public Hearing**
  - Limit 3 minutes per speaker
- **Discussion**
  - Discuss and consider proposed Ordinance 2025-10



*Bluebonnet Capital of Texas*



## Item Brief

### **Meeting Date**

March 11, 2025

### **Agenda Item**

Public hearing and action: Ordinance No. 2025-11: L. Kimbler

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR THE TEXAS ALCOHOLIC BEVERAGE CODE PERMIT TYPE "PACKAGE STORE (P)" IN A LIGHT COMMERCIAL – DISTRICT "C-1" ZONING DISTRICT FOR PROPERTY LOCATED AT 600 E POLK STREET; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

1. Staff Presentation
2. Public Hearing
3. Discuss and consider action

### **Information**

The subject property was issued a Package Store Permit back in 2004. A Texas Alcoholic Beverage Commission (TABC) Package Store Permit (P) authorizes the sale of distilled spirits, wine and malt beverages to consumers for off-premise consumption. It also authorizes the package store to transport its inventory between its other licensed locations within the same county, to transport alcoholic beverage orders to its end-consumer customers (certain limitations apply), and to conduct product tastings on the package store premises.

In December 2024, City Council adopted an ordinance specifying the zoning districts where certain TABC permits may operate. Given that the subject property is zoned Light Commercial – District "C-1", a Conditional Use Permit is required in accordance with the City Code.



This is a city-initiated request to ensure the property complies with the updated zoning code.

Written notices were mailed to seven (7) surrounding property owners within 200 feet of the subject property. There have been zero responses in favor and zero responses in opposition.

### **P&Z Report**

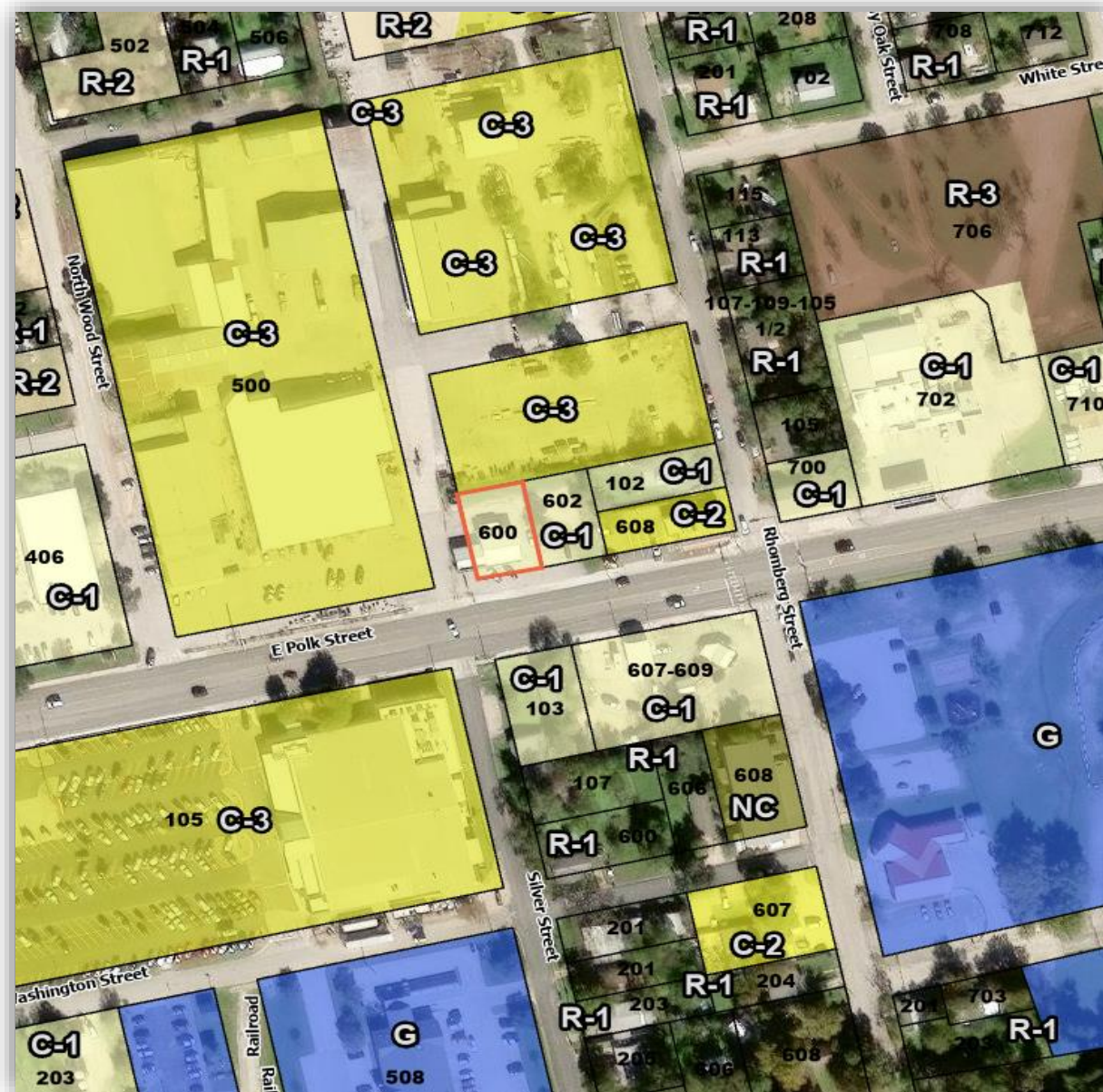
Planning and Zoning met at their regular scheduled meeting on Monday, March 3<sup>rd</sup> and recommended approval of Ordinance 2025-11 as presented.

### **Recommendation**

Open the public hearing.

Discuss and consider Ordinance 2025-11.

## Exhibit A – Location and Current Zoning



**ORDINANCE NO. 2025-11**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A TEXAS ALCOHOLIC BEVERAGE CODE PERMIT OF “PACKAGE STORE (P)” IN A LIGHT COMMERCIAL – DISTRICT “C-1” ZONING DISTRICT FOR PROPERTY DESCRIBED AS 600 E POLK STREET; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE**

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

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

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

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

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

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

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

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

**Section Two. Property.** The Property that is subject to this Zoning District Reclassification is property known as 600 E POLK STREET (LEGALLY DESCRIBED AS: PETER KERR DONATION, WEST ½ OF LOT 1, BLOCK 16 AND PORTION OF SILVER STREET ADJACENT TO LOT 1, BLOCK 16) as shown on **Exhibit “A”** hereto.

**Section Three. Zoning District Reclassification.** Subject to the Provisions of section four below, a Conditional Use Permit to allow for a Texas Alcoholic Beverage Code permit of “Package Store (P)” to be allowed in a Light Commercial – District “C-1” Zoning District Classification is hereby assigned to the Property described in section two.

**Section Four. Conditions.** The Conditional Use Permit shall be subject to conditions as follows:

- (1) Hours of operation: 6am – 12am
- (2) Package Store: Authorizes the sale of distilled spirits, wine and malt beverages to consumers for off-premise consumption. It includes authority for the package store to transport its inventory between its other licensed locations within the same county, to transport alcoholic beverage orders to its end-consumer customers (certain limitations apply), and to conduct product tastings on the package store premises. (As defined by the Texas Alcoholic Beverage Commission)
- (3) General conditions: Use of property that is subject to the Conditional Use Permit authorized by this ordinance shall comply with all applicable provision of state law, including and not limited to the Texas Alcoholic Beverage Code, and the City of Burnet Code of Ordinances.

**Section Five. Expiration.** The Conditional Use Permit to allow for a Texas Alcoholic Beverage Code permit of “Package Store (P)” to be allowed in a Light Commercial – District “C-1” shall expire after 90 days of discontinuation of use at the Property described in section two.

**Section Six. Violations.** Violation of any condition set out in Section Four shall be subject to penalties as prescribed in Secs. 1-6 and 118-80 of the City Code; and upon a determination by City Council that the severity or frequency of violations constitutes a substantial threat to public health, safety, or welfare the termination of the Condition Use Permit.

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

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

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

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



**PASSED AND APPROVED** on this the 11<sup>th</sup> day of March 2025.

**CITY OF BURNET, TEXAS**

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Gary Wideman, Mayor

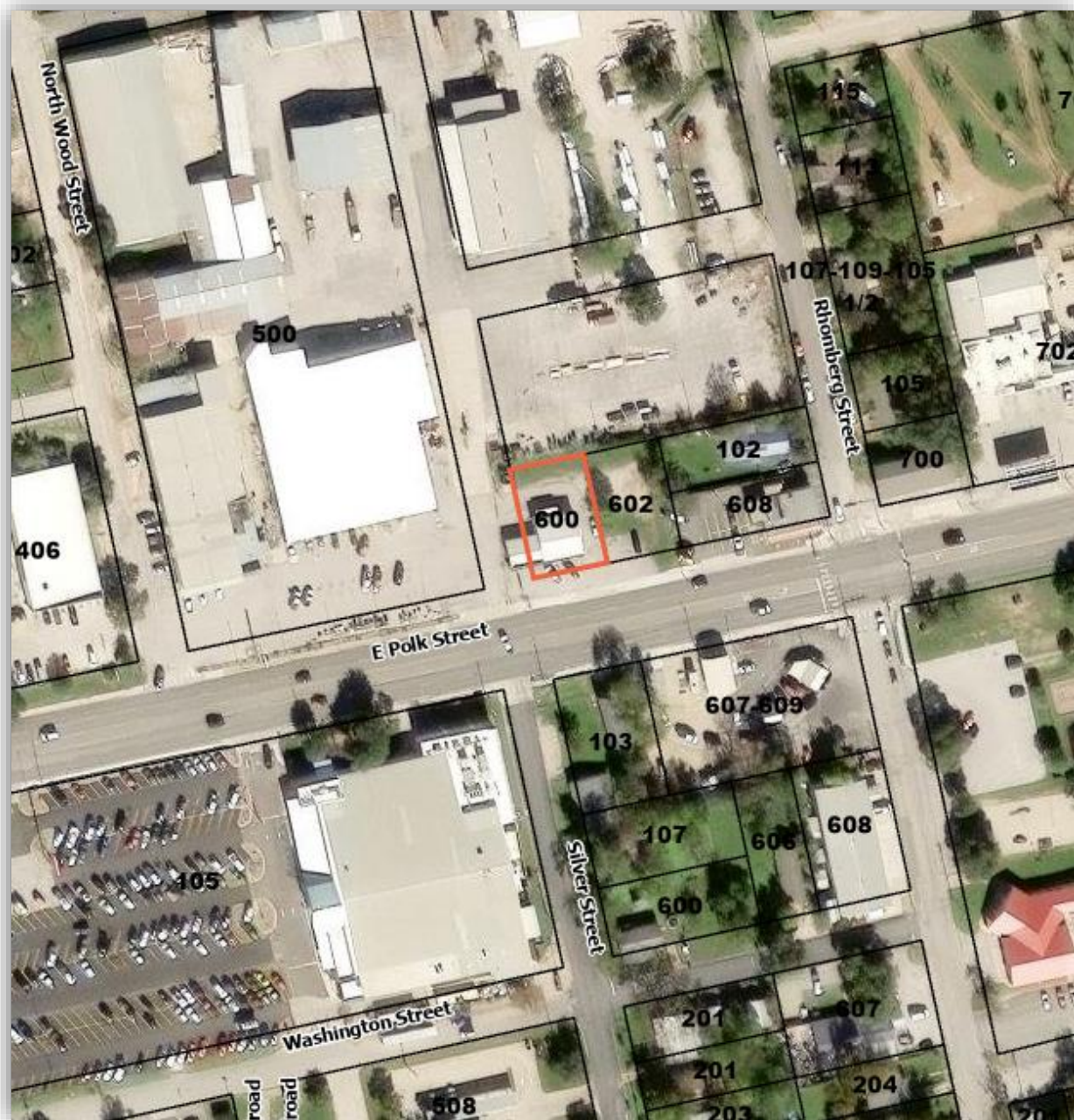
**ATTEST:**

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Maria Gonzales, City Secretary

# Exhibit "A"

Subject Property



## CITY OF BURNET

# City Council Regular Meeting March 11, 2025

Discuss and consider action: Ordinance No. 2025-11: L. Kimbler

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR THE TEXAS ALCOHOLIC BEVERAGE CODE PERMIT TYPE “PACKAGE STORE (P)” IN A LIGHT COMMERCIAL – DISTRICT “C-1” ZONING DISTRICT FOR PROPERTY LOCATED AT 600 E POLK STREET; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

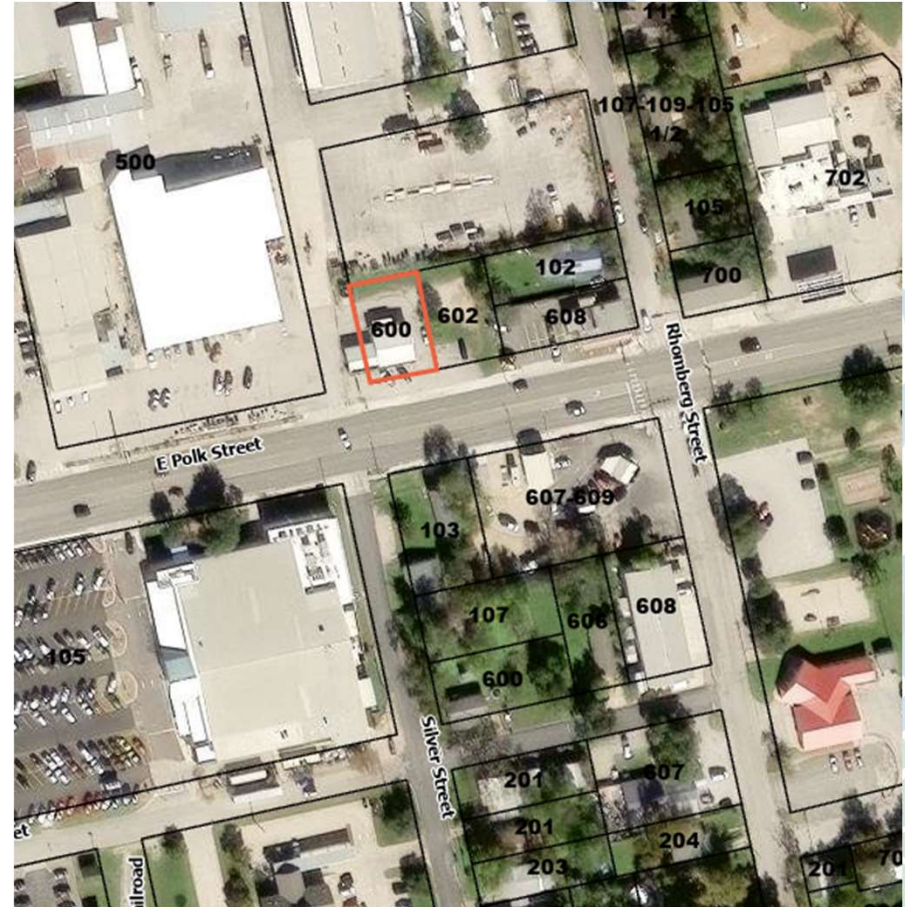


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## CITY OF BURNET BACKGROUND & INFORMATION

- TABC issued Package Store Permit (P) in 2004.
  - Authorizes the sale of distilled spirits, wine and malt beverages to consumers for off-premise consumption
  - Transport its inventory between its other licensed locations within the same county.
  - Conduct product tastings on the package store premises.
- In 2024, City Council adopted an ordinance specifying the zoning districts where certain TABC permits may operate. The subject property is zoned Light Commercial – District “C-1”, a Conditional Use Permit is required in accordance with the City Code.
- This is a City-initiated request to ensure the property complies with the updated zoning code.

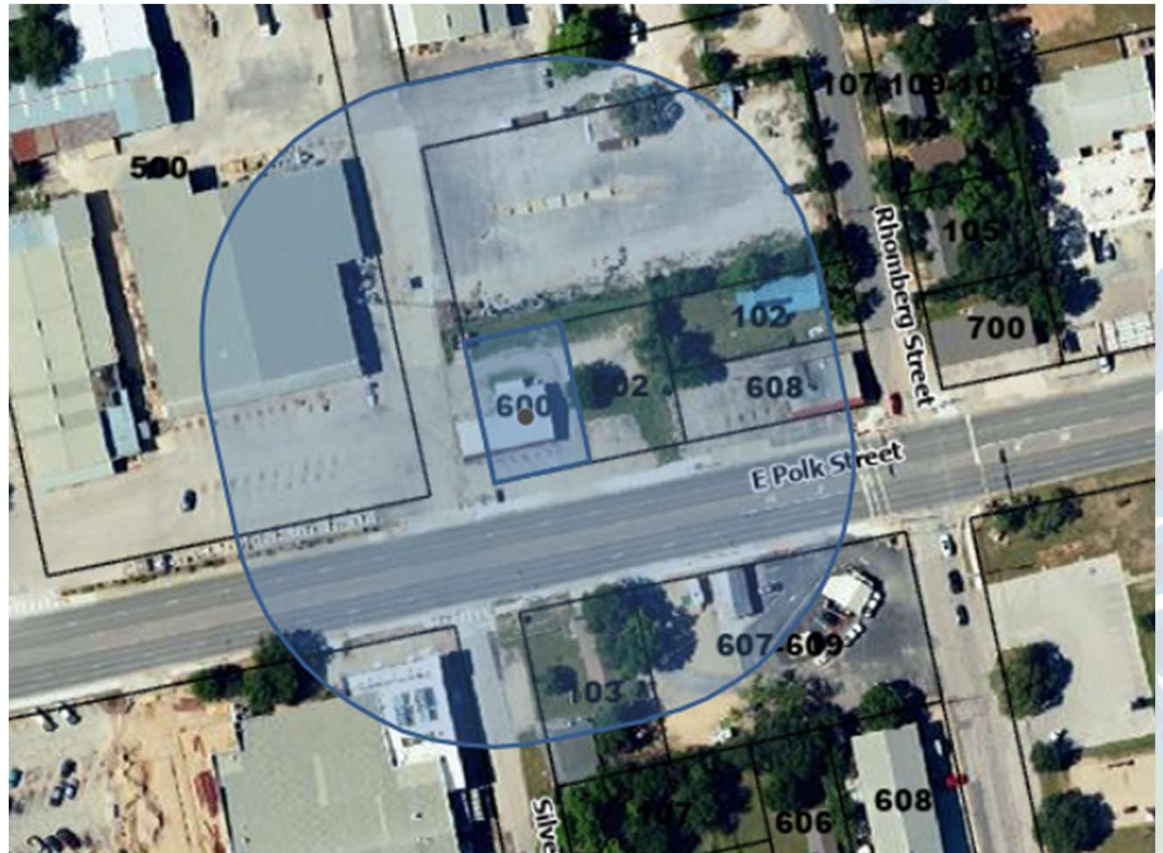


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## CITY OF BURNET

Notices were mailed to 30 surrounding property owners. Zero responses were received in favor or opposition.



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## CITY OF BURNET

**Planning and Zoning met on Monday, March 3<sup>rd</sup>, and did recommend approval of Ordinance 2025-11 as presented.**

# Public Hearing

- **Public Hearing**
  - Limit 3 minutes per speaker
- **Discussion**
  - Discuss and consider proposed Ordinance 2025-11



*Bluebonnet Capital of Texas*



## Item Brief

### **Meeting Date**

March 11, 2025

### **Agenda Item**

Public hearing and action: Ordinance No. 2025-12: L. Kimbler

AN ORDINANCE OF BURNET, TEXAS, AMENDING CITY OF BURNET CODE OF ORDINANCES, CHAPTER 118 (ENTITLED "ZONING") FOR THE PURPOSE OF CREATING A NEW RESIDENTIAL SINGLE-FAMILY ZONING CLASSIFICATION "R-6-13"; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

1. Staff Presentation
2. Public Hearing
3. Discuss and consider action

### **Information**

On February 11, 2025, City Council directed staff to prepare an ordinance which creates an additional zoning district similar to the Single-family residential "R-6" district with a minimum house size of 1,350 square feet.

The attached ordinance creates the Single-family Residential – District "R-6-13" zoning district which allows a 60-foot wide lot, with a minimum lot square footage of 7,600 square feet, and a main living area square footage of 1,350 square. The setbacks and building lot coverage areas will be the same as all existing residential zoning districts.

The creation of this new zoning district will allow the development of existing lots which cannot meet the "R-1" zoning district requirements due to pre-existing conditions, while ensuring new homes to be built will be developed in a manner that preserves the Hill Country atmosphere the community provides.

### **Fiscal Impact**

None.

### **P&Z Report**

Planning and Zoning met at their regular scheduled meeting on Monday, March 3<sup>rd</sup> and recommended approval of Ordinance 2025-12 as presented.

**Recommendation**

Open the public hearing.

Discuss and consider Ordinance 2025-12.



**ORDINANCE NO. 2025-12**

**AN ORDINANCE OF BURNET, TEXAS, AMENDING CITY OF BURNET CODE OF ORDINANCES, CHAPTER 118 (ENTITLED “ZONING”) FOR THE PURPOSE OF CREATING A NEW RESIDENTIAL SINGLE-FAMILY ZONING CLASSIFICATION “R-6-13”; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, City Council adopted Ordinance No. 2023-17, creating numerous single-family residential zoning districts with varying minimum lot and living area sizes; and

**WHEREAS**, City Council finds, to continue to facilitate compatibility between the increase in the size of residential structures to be constructed on lots so zoned it is appropriate to create the R-6-13 Single Family Zoning District; and

**WHEREAS**, on March 3, 2025, the Planning and Zoning Commission conducted a public hearing to receive comments and testimony on the merits of the code amendments proposed by this ordinance; and

**WHEREAS**, at the conclusion of the public hearing, the Planning and Zoning Commission made a recommendation to City Council as to the merits of the proposed code amendments; and

**WHEREAS**, on March 11, 2025, City Council conducted a public hearing, to receive comments and testimony on the merits of the proposed code amendments; and

**WHEREAS**, The City Council, after due consideration of the Planning and Zoning Commission recommendation; the comments and testimony of public; and the recommendation of City staff; finds adoption of the proposed code amendments will promote the public health, safety, morals, and the general welfare; 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. Code Amendment.** Section 118-20 (entitled “General Requirements and Limitations”) of the Code of Ordinances of the City of Burnet is hereby amended by amending Chart 1 by adding the rows as shown below:

**Sec. 118-20. General Requirements and Limitations.**

Chart 1

Zoning District	Front Yard Setback	Side Yard Setback	Street Side Yard Setback	Rear Yard Setback	Min. Lot S.F. Area	Min. Lot Width	Max. Height Limit
R-6-13	20 ft. for any road over 31 feet of pavement.  25 ft. for roads shorter than 31 ft.	7½ ft.	15 ft.	15 ft.	7,600 s.f.	60 ft.	35 ft.

**Section Two. Code Amendment.** Section 118-20 (entitled “General Requirements and Limitations”) of the Code of Ordinances of the City of Burnet is hereby amended by amending Chart 2, therein, by adding to the second-row abbreviated zoning designations as shown in bold (**bold**) below:

Chart 2

District	Coverage Main Buildings and all Accessory Buildings
OS, A, R1 E	10%
R1, R2, R-2, R-6, <b>R-6-13</b> , R-1-17, R-1-10, R-1-4, R-1-4E, R-1-3, R-1-3E, R-1-2, R-1-2E, A, NC, M1	40%
M-2, C-1, C-2, G	50%
C-3, I-1, I-2	60%
PUD	N/A

**Section Three. Code Amendment.** Section 118-21 (entitled “establishment of zoning districts”) of the Code of Ordinances of the City of Burnet is hereby amended by amending the table, found therein, by adding a new row therein stating the zoning district names for the abbreviated designations as shown in bold (**bold**) below:

Abbreviated Designation	Zoning District Name
<b>R-6-13</b>	<b>Single-family residential —District "R-6-13"</b>

**Note to publisher:** Except as expressly amended in sections one, two and three of this ordinance, Section 118-20, and charts 1 and 2 therein; as well as Section 118-21, and the undesignated table therein, shall remain in full force and effect as stated prior to the adoption of this ordinance. This note shall not be published in Code.

**Section Four. Code Amendment.** Section 118-25 (entitled “Single-Family Residential 1—District ‘R-1’”) of the Code of Ordinances of the City of Burnet is hereby amended by amending Table 118-25(1) by adding a new row therein stating the zoning district name, the minimum living area, and the minimum lot size as shown in bold (**bold**) below:

Table 118-25(1)

Single-Family Residential — District	Minimum living area:	Minimum lot size:
"R-1"	1,350 square feet	9,000 square feet
"R-1-17"	1,750 square feet	9,000 square feet
"R-1-10"	1,350 square feet	10,890 square feet (1/4 acre)
"R-1-4"	1,750 square feet	10,890 square feet (1/4 acre)
"R-1-4E"	2,000 square feet	10,890 square feet (1/4 acre)
"R-1-3"	1,750 square feet	14,520 square feet (1/3 acre)
"R-1-3E"	2,000 square feet	14,520 square feet (1/3 acre)
"R-1-2"	1,750 square feet	21,780 square feet (1/2 acre)

"R-1-2E"	2,000 square feet	21,780 square feet (1/2 acre)
"R-1E"	2,100 square feet	43,560 square feet (1 acre)
"R-6"	1,100 square feet	7,600 square feet
"R-6-13"	<b>1,350 square feet</b>	<b>7,600 square feet</b>

**Note to publisher:** Section 118-25 subsections (b), (c) and (d) shall remain in full force and effect as stated prior to the adoption of this ordinance. This note shall not be published in Code.

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

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

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

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

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

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



**PASSED, APPROVED, AND ADOPTED** on this 11<sup>th</sup> day of March 2025.

**CITY OF BURNET, TEXAS**

---

Gary Wideman, Mayor

**ATTEST:**

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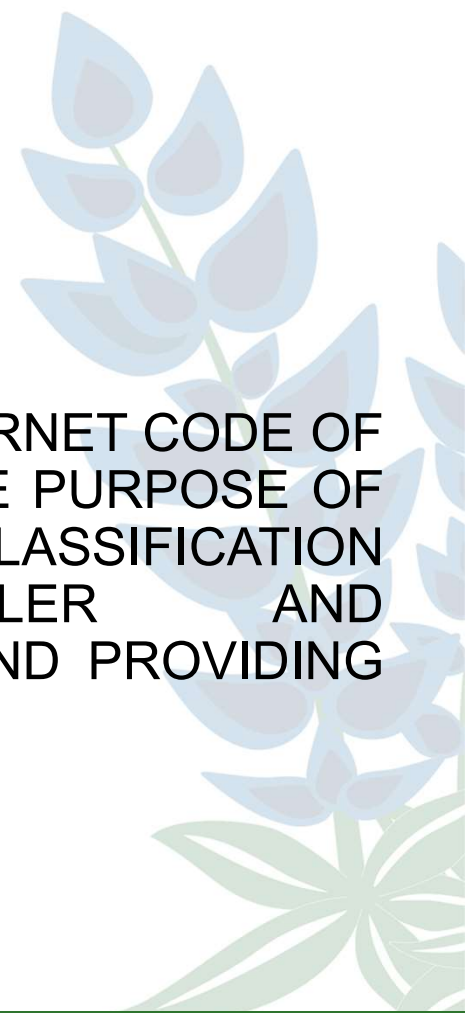
Maria Gonzales, City Secretary

## CITY OF BURNET

# City Council Regular Meeting March 11, 2025

Discuss and consider action: Ordinance No. 2025-12: L. Kimbler

AN ORDINANCE OF BURNET, TEXAS, AMENDING CITY OF BURNET CODE OF ORDINANCES, CHAPTER 118 (ENTITLED “ZONING”) FOR THE PURPOSE OF CREATING A NEW RESIDENTIAL SINGLE-FAMILY ZONING CLASSIFICATION “R-6-13”; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE



*Bluebonnet Capital of Texas*

## CITY OF BURNET

### BACKGROUND & INFORMATION

In February 2025, City Council directed staff to prepare an ordinance which creates an additional zoning district similar to the Single-family residential “R-6” district with a minimum house size of 1,350 square feet. The ordinance creates a Single-family Residential – District “R-6-13” zoning district with main living area square footage of 1,350 square.

Zoning District	Front Yard Setback	Side Yard Setback	Street Side Yard Setback	Rear Yard Setback	Min. Lot S.F. Area	Min. Lot Width	Max. Height Limit
R-6-13	20 ft. for any road over 31 feet of pavement. 25 ft. for roads shorter than 31 ft.	7½ ft.	15 ft.	15 ft.	7,600 s.f.	60 ft.	35 ft.



*Bluebonnet Capital of Texas*

## CITY OF BURNET

**Planning and Zoning met on Monday, March 3<sup>rd</sup>, and did recommend approval of Ordinance 2025-12 as presented.**

# Public Hearing

- **Public Hearing**
  - Limit 3 minutes per speaker
- **Discussion**
  - Discuss and consider proposed Ordinance 2025-12



*Bluebonnet Capital of Texas*





## Item Brief

### **Meeting Date**

March 11, 2025

### **Agenda Item**

Public hearing and action: Resolution No. R2025-13: L. Kimbler

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, CONDITIONALLY APPROVING THE “FINAL PLAT” OF THE RANCH AT DELAWARE CREEK, PHASE 2 SUBDIVISION, A 29-LOT RESIDENTIAL SUBDIVISION CONSISTING OF APPROXIMATELY 13.77 ACRES; PRELIMINARY ACCEPTANCE OF PUBLIC STREET, WATER, WASTEWATER AND ELECTRICAL IMPROVEMENTS; AND APPROVING THE MAINTENANCE BOND OF THE INFRASTRUCTURE

1. Staff Presentation
2. Public Hearing
3. Discuss and consider action

### **Information**

The proposed Final Plat of The Ranch at Delaware Creek, Phase 2 Subdivision (Exhibit A) is a residential subdivision on approximately 13 acres. The proposed subdivision will create 27 residential lots, which are zoned District R-1, with two drainage and detention tracts.

One new cul-de-sac road has been created for the subdivision, to be named Austerra Way, and Yellow Ribbon Trail has been extended to intersect Ramsey’s Way.

The preliminary plat was approved by P&Z and City Council in February 2022 with resolution R2021-16. Construction plans for the subdivision were approved by City staff and engineer in July of 2023.

The subdivision infrastructure improvements required have been installed, inspected, and are satisfactorily completed. All documentation for preliminary acceptance of the subdivision has been received, including record drawings, certified test results, and electronic files of the improvements.

Pursuant to Chapter 98, the Developer shall warranty the infrastructure for a period of one year. The Developer proposes to secure this warranty by submitting a bond (Exhibit

B), from Western Surety Company, in an amount equal to 10% of the costs of the infrastructure as certified by the Project Engineer and approved by the City Engineer.

### **Staff Analysis**

The Final Plat for The Ranch at Delaware Creek, Phase 2 Subdivision has been reviewed using Code of Ordinances Section 98-24 (Final Plats) as a guide. It has been found to comply with ordinance requirements relating to form and content.

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

1. Requires the City Engineer to inspect the infrastructure before the end of the one-year warranty period; and
2. Authorizes the City Engineer to issue a letter of acknowledgement of final acceptance of the improvements if the final inspection finds such improvements free of defect or failure; and
3. Requires the Developer to cure any discovered defect or failure; and
4. Authorizes the City to use the maintenance bond to cure such defects or failure should the Developer fail to do so; and
5. Extends the warranty period for any defect or failure for an additional year after the defect or failure is discovered.

### **P&Z Report**

Planning and Zoning met at their regular scheduled meeting on Monday, March 3<sup>rd</sup> and recommended approval and acceptance of the Final Plat of the Ranch at Delaware Creek, Phase 2 and Resolution R2025-13 as presented.

### **Recommendation**

Open the public hearing.

Discuss and consider Resolution R2025-13.

**RESOLUTION NO. R2025-13**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, CONDITIONALLY APPROVING THE “FINAL PLAT” OF THE RANCH AT DELAWARE CREEK, PHASE 2 SUBDIVISION, A 29-LOT RESIDENTIAL SUBDIVISION CONSISTING OF APPROXIMATELY 13.77 ACRES; PRELIMINARY ACCEPTANCE OF PUBLIC STREET, WATER, WASTEWATER AND ELECTRICAL IMPROVEMENTS; AND APPROVING THE MAINTENANCE BOND OF THE INFRASTRUCTURE**

**WHEREAS**, the City Council of the City of Burnet (City Council), Texas, has approved the Final Plat of The Ranch at Delaware Creek, Phase 2; and

**WHEREAS**, the City Council has determined that public street, water, wastewater, and electrical distribution improvements (Improvements) constructed within The Ranch at Delaware Creek, Phase 2 has been constructed in accordance with the construction plans approved for construction of said subdivision; and

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY 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 final plat of The Ranch at Delaware Creek, Phase 2, is hereby approved.

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

**Section Four. Maintenance Guarantee Accepted.** The Maintenance Bond for the warranty and maintenance of the public improvements required for The Ranch at Delaware Creek, Phase 2 in an amount equal to ten percent of the cost of improvements verified by the City and running for a period of one calendar year measured from the date of the approval of this resolution is hereby approved subject to the conditions that follows:

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

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

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

**PASSED AND APPROVED** on this the 11<sup>th</sup> day of March 2025.

**CITY OF BURNET, TEXAS**

\_\_\_\_\_  
Gary Wideman, Mayor

**ATTEST:**

\_\_\_\_\_  
Maria Gonzales, City Secretary





## Exhibit "B" – Maintenance Bond pg. 1

## MAINTENANCE BOND

Bond Number: 67338843

KNOW ALL PERSONS BY THESE PRESENTS, That we J & L Builders, LLC of 1670 County Road 304, Bertram, TX 78605, hereinafter referred to as the Principal, and WESTERN SURETY COMPANY, as Surety, are held and firmly bound unto City of Burnet of Burnet, TX, hereinafter referred to as the Oblige, in the sum of One Hundred Fifteen Thousand Ninety Seven and 00/100 Dollars (\$ 115,097.00 ), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with the City of Burnet dated \_\_\_\_\_, for Ranches at Delaware Creed Phase 2.

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for the period of One ( 1 ) year(s) after approval of the final estimate on said job, by the owner, against all defects in workmanship and materials which may become apparent during said period, and

WHEREAS, the said contract has been completed, and was approved on February 5th, 2025

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Oblige for all loss that the Oblige may sustain by reason of any defective materials or workmanship which become apparent during the period of One ( 1 ) year(s) from and after February 5th, 2025 then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 5th day of February, 2025.

J & L Builders, LLC

(Principal)

By \_\_\_\_\_ (Seal)

WESTERN SURETY COMPANY

(Surety)

By \_\_\_\_\_ (Seal)

Arlene Kay Kuske, Attorney-in-Fact

## Exhibit "B" - Maintenance Bond pg. 2

# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 67338843

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Arlene Kay Kuske

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: J &amp; L Builders, LLC

Obligee: City of Burnet

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 67338843 is not issued on or before midnight of March 5th, 2025, all authority conferred in this Power of Attorney shall expire and terminate.

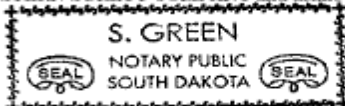
In Witness Whereof Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 5th day of February, 2025.

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA }

WESTERN SURETY COMPANY

Larry Kasten  
Larry Kasten, Vice President

On this 5th day of February, in the year 2025, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

I, the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 5th day of February, 2025.

WESTERN SURETY COMPANY

Larry Kasten  
Larry Kasten, Vice President

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.

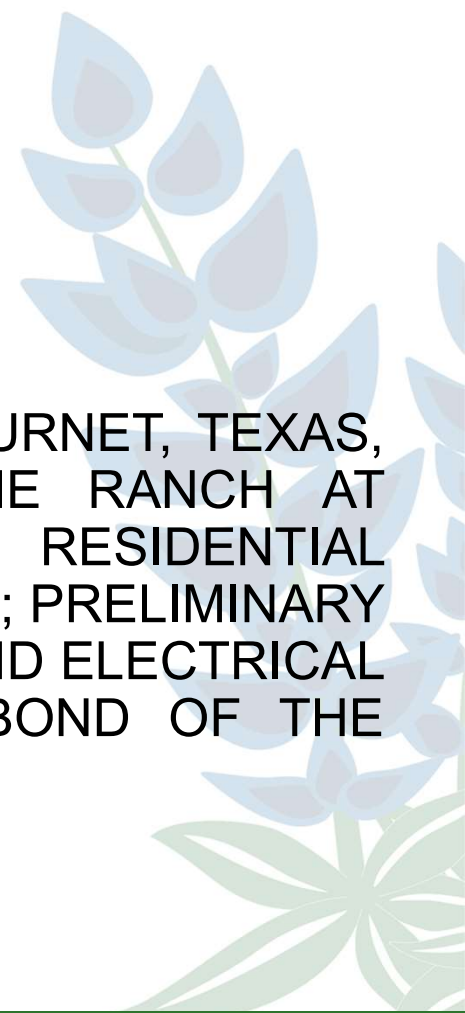
Form F5306-6-2023

## CITY OF BURNET

# City Council Regular Meeting March 11, 2025

Discuss and consider action: Resolution No. R2025-13: L. Kimbler

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, CONDITIONALLY APPROVING THE “FINAL PLAT” OF THE RANCH AT DELAWARE CREEK, PHASE 2 SUBDIVISION, A 29-LOT RESIDENTIAL SUBDIVISION CONSISTING OF APPROXIMATELY 13.77 ACRES; PRELIMINARY ACCEPTANCE OF PUBLIC STREET, WATER, WASTEWATER AND ELECTRICAL IMPROVEMENTS; AND APPROVING THE MAINTENANCE BOND OF THE INFRASTRUCTURE

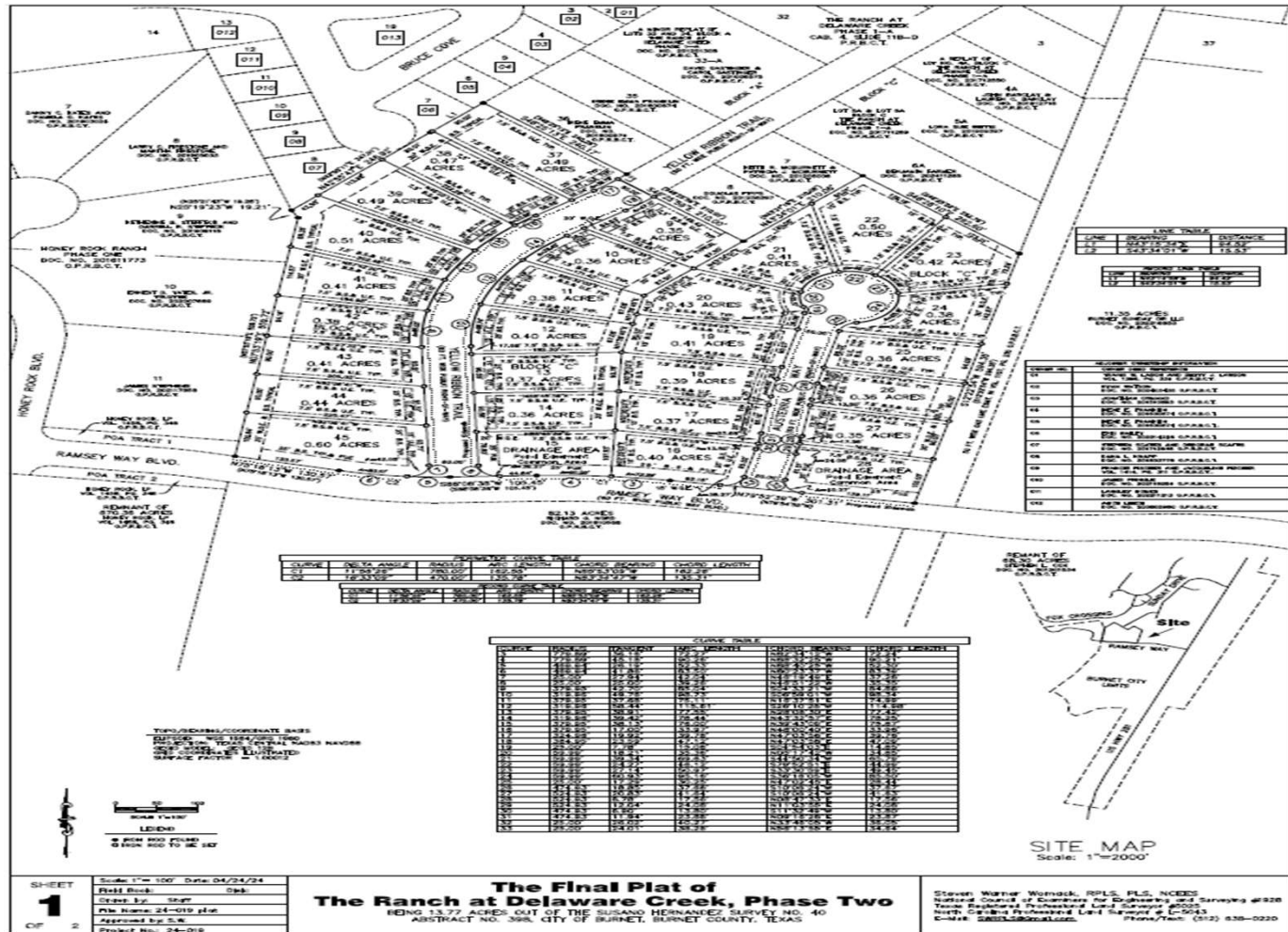


*Bluebonnet Capital of Texas*



## FINAL PLAT

## CITY OF BURNET



Bluebonnet Capital of Texas

## CITY OF BURNET BACKGROUND & INFORMATION

### Final Plat of The Ranch at Delaware Creek, Phase 2 Subdivision

- Residential subdivision on approximately 13 acres creating 27 residential lots with two drainage and detention tracts.
- One new road named Austerra Way has been created, Yellow Ribbon Trail has been extended to intersect with Ramsey Way Blvd.
- The preliminary plat was approved February 2022.
- Construction plans were approved in July of 2023.
- Infrastructure improvements have been installed. The Developer shall warranty the infrastructure for a period of one year by submitting a bond from Western Surety Company, in an amount equal to 10% of the costs of the infrastructure.



*Bluebonnet Capital of Texas*

## CITY OF BURNET STAFF ANALYSIS

**The Final Plat of The Ranch at Delaware Creek, Phase 2 Subdivision has been reviewed using Code of Ordinances Section 98-24 (Final Plats) as a guide. It has been found to comply with ordinance requirements relating to form and content.**

- Authorizes the preliminary acceptance of the infrastructure and approves the maintenance bond.
- Requires the City Engineer to inspect the infrastructure before the end of the one-year warranty period.
- Authorizes the City Engineer to issue a letter of acknowledgement of final acceptance of the improvements if the final inspection is free of defect or failure.
- Requires the Developer to cure any discovered defect or failure.
- Authorizes the City to use the maintenance bond to cure such defect or failure should the Developer fail to do so.
- Extends warranty period for defect or failure for a year after the defect or failure is discovered.



*Bluebonnet Capital of Texas*

## CITY OF BURNET

**Planning and Zoning met on Monday, March 3<sup>rd</sup>, and did recommend approval of the Final Plat and preliminary acceptance of the Ranch at Delaware Creek, Ph. 2 Subdivision and Resolution R2025-13.**

# Public Hearing

- **Public Hearing**
  - Limit 3 minutes per speaker
- **Discussion**
  - Discuss and consider proposed Resolution R2025-13



*Bluebonnet Capital of Texas*



## Item Brief

### **Meeting Date**

March 11, 2025

### **Agenda Item**

Public hearing and action: Resolution No. R2025-14: L. Kimbler

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, CONDITIONALLY APPROVING THE "FINAL PLAT" OF THE RANCH AT DELAWARE CREEK, PHASE 3 SUBDIVISION, A 20-LOT RESIDENTIAL SUBDIVISION CONSISTING OF APPROXIMATELY 11.33 ACRES; PRELIMINARY ACCEPTANCE OF PUBLIC STREET, WATER, WASTEWATER AND ELECTRICAL IMPROVEMENTS; AND APPROVING THE MAINTENANCE BOND OF THE INFRASTRUCTURE

1. Staff Presentation
2. Public Hearing
3. Discuss and consider action

### **Information**

The proposed Final Plat of The Ranch at Delaware Creek, Phase 3 Subdivision (Exhibit A) is a residential subdivision on approximately 11 acres. The proposed subdivision will create 19 residential lots, which are zoned District R-1, with one drainage and detention tract.

This subdivision creates the extension of the existing Sunday Drive to connect with Ramsey's Way.

The preliminary plat was approved by P&Z and City Council in August of 2018. Construction plans for the subdivision were approved by City staff and engineer in May of 2019.

The subdivision infrastructure improvements required have been installed, inspected, and are satisfactorily completed. All documentation for preliminary acceptance of the subdivision has been received, including record drawings, certified test results, and electronic files of the improvements.

Pursuant to Chapter 98 the Developer shall warranty the infrastructure for a period of one year. The Developer proposes to secure this warranty by submitting a bond (Exhibit B),



from Western Surety Company, in an amount equal to 10% of the costs of the infrastructure as certified by the Project Engineer and approved by the City Engineer.

### **Staff Analysis**

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

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

1. Requires the City Engineer to inspect the infrastructure before the end of the one-year warranty period; and
2. Authorizes the City Engineer to issue a letter of acknowledgement of final acceptance of the improvements if the final inspection finds such improvements free of defect or failure; and
3. Requires the Developer to cure any discovered defect or failure; and
4. Authorizes the City to use the maintenance bond to cure such defect or failure should the Developer fail to do so; and
5. Extends the warranty period for any defect or failure for an additional year after the defect or failure is discovered.

### **P&Z Report**

Planning and Zoning met at their regular scheduled meeting on Monday, March 3<sup>rd</sup> and recommended approval and acceptance of the Final Plat of the Ranch at Delaware Creek, Phase 3 and Resolution R2025-14 as presented.

### **Recommendation**

Open the public hearing.

Discuss and consider Resolution R2025-14.

**RESOLUTION NO. R2025-14**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, CONDITIONALLY APPROVING THE “FINAL PLAT” OF THE RANCH AT DELAWARE CREEK, PHASE 3 SUBDIVISION, A 20-LOT RESIDENTIAL SUBDIVISION CONSISTING OF APPROXIMATELY 11.33 ACRES; PRELIMINARY ACCEPTANCE OF PUBLIC STREET, WATER, WASTEWATER AND ELECTRICAL IMPROVEMENTS; AND APPROVING THE MAINTENANCE BOND OF THE INFRASTRUCTURE**

**WHEREAS**, the City Council of the City of Burnet (City Council), Texas, has approved the Final Plat of The Ranch at Delaware Creek, Phase 3; and

**WHEREAS**, the City Council has determined that public street, water, wastewater, and electrical distribution improvements (Improvements) constructed within The Ranch at Delaware Creek, Phase 3 has been constructed in accordance with the construction plans approved for construction of said subdivision; and

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY 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 final plat of The Ranch at Delaware Creek, Phase 3, is hereby approved.

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

**Section Four. Maintenance Guarantee Accepted.** The Maintenance Bond for the warranty and maintenance of the public improvements required for The Ranch at Delaware Creek, Phase 3 in an amount equal to ten percent of the cost of improvements verified by the city and running for a period of one calendar year measured from the date of the approval of this resolution is hereby approved subject to the conditions that follows:

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

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

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

**PASSED AND APPROVED** on this the 11<sup>th</sup> day of March 2025.

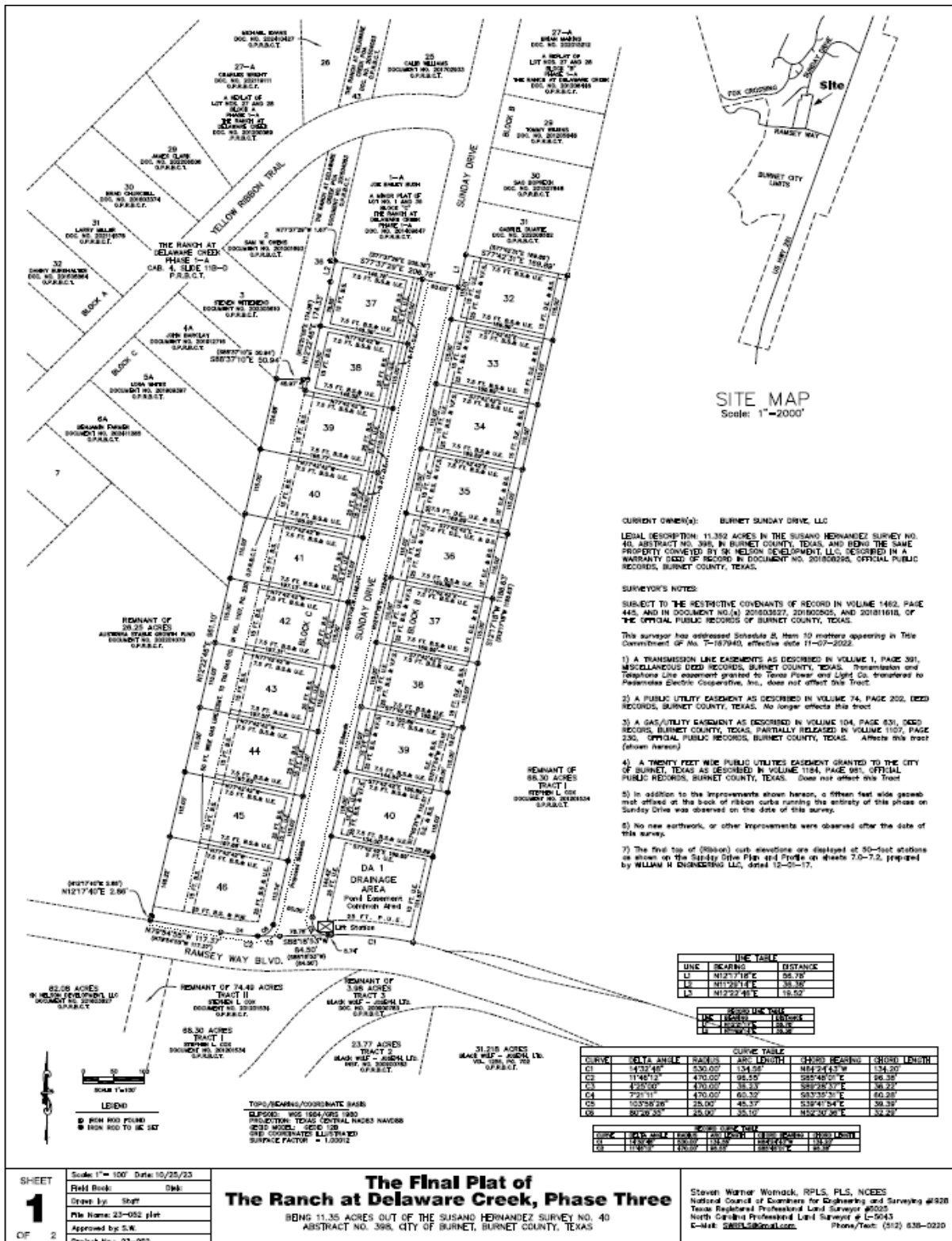
**CITY OF BURNET, TEXAS**

\_\_\_\_\_  
Gary Wideman, Mayor

**ATTEST:**

\_\_\_\_\_  
Maria Gonzales, City Secretary

## Exhibit "A" – Final Plat



**Exhibit "B" – Maintenance Bond pg. 1****MAINTENANCE BOND**

Bond Number: 67338772

KNOW ALL PERSONS BY THESE PRESENTS, That we J & L Builders, LLC  
 \_\_\_\_\_ of  
1670 County Road 304, Bertram, TX 78605, hereinafter  
 referred to as the Principal, and WESTERN SURETY COMPANY,  
 as Surety, are held and firmly bound unto City of Burnet  
 of Burnet, TX, hereinafter  
 referred to as the Oblige, in the sum of Seventy Five Thousand Four Hundred Thirty Four and 00/100  
 Dollars (\$ 75,434.00 ), for the payment of which we bind ourselves, our legal representatives, successors  
 and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with the City of Burnet  
 \_\_\_\_\_ dated  
 \_\_\_\_\_, for Ranches at Delaware Creed Phase 3  
 \_\_\_\_\_.

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for the period of  
One ( 1 ) year(s) after approval of the final estimate on said job, by the owner, against all defects in  
 workmanship and materials which may become apparent during said period, and

WHEREAS, the said contract has been completed, and was approved on February 1st, 2025

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the  
 Oblige for all loss that the Oblige may sustain by reason of any defective materials or workmanship which  
 become apparent during the period of One ( 1 ) year(s) from and after February 1st, 2025  
 then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 1st day of February, 2025.

J & L Builders, LLC  
 \_\_\_\_\_  
 (Principal)

By \_\_\_\_\_ (Seal)

WESTERN SURETY COMPANY  
 \_\_\_\_\_  
 (Surety)

By \_\_\_\_\_ (Seal)  
Arlene Kay Kuske, Attorney-in-Fact



## Exhibit "B" - Maintenance Bond pg. 2

# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 67338772

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Arlene Kay Kuske

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: J &amp; L Builders, LLC

Obligee: City of Burnet

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 67338772 is not issued on or before midnight of February 1st, 2026, all authority conferred in this Power of Attorney shall expire and terminate.

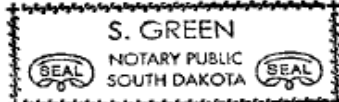
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 1st day of February, 2025.

STATE OF SOUTH DAKOTA  
COUNTY OF MINNEHAHA

WESTERN SURETY COMPANY

Larry Kasten  
Larry Kasten, Vice President

On this 1st day of February, in the year 2025, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

I, the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 1st day of February, 2025.

WESTERN SURETY COMPANY

Larry Kasten  
Larry Kasten, Vice President

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.

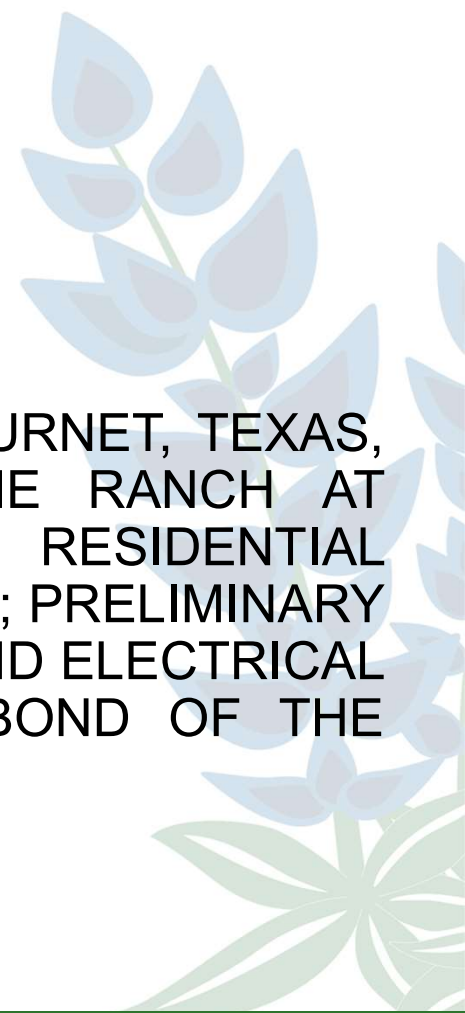
Form F5308-5-2023

## CITY OF BURNET

# City Council Regular Meeting March 11, 2025

Discuss and consider action: Resolution No. R2025-14: L. Kimbler

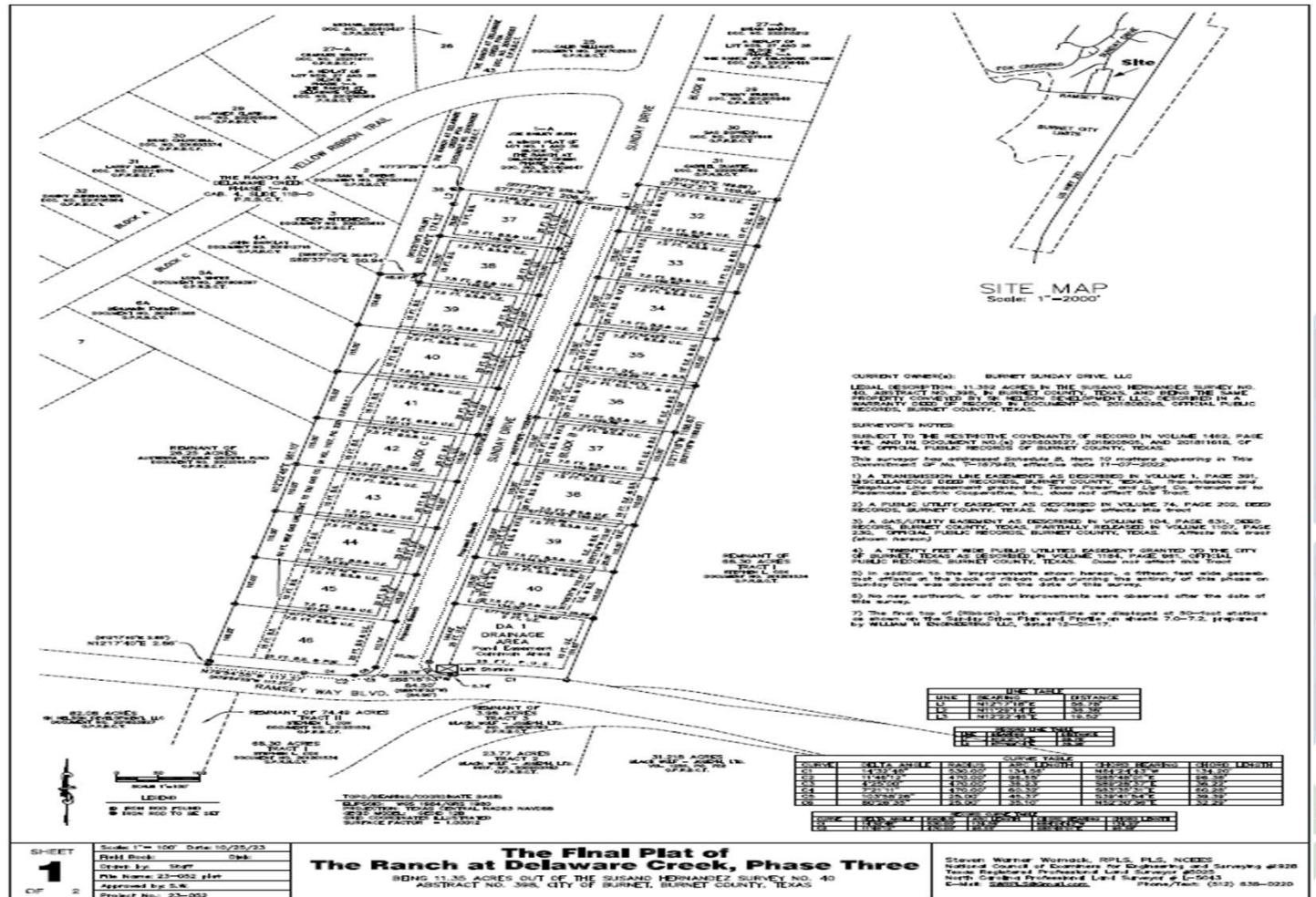
A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, CONDITIONALLY APPROVING THE “FINAL PLAT” OF THE RANCH AT DELAWARE CREEK, PHASE 3 SUBDIVISION, A 20-LOT RESIDENTIAL SUBDIVISION CONSISTING OF APPROXIMATELY 11.33 ACRES; PRELIMINARY ACCEPTANCE OF PUBLIC STREET, WATER, WASTEWATER AND ELECTRICAL IMPROVEMENTS; AND APPROVING THE MAINTENANCE BOND OF THE INFRASTRUCTURE



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## CITY OF BURNET

## FINAL PLAT



## CITY OF BURNET BACKGROUND & INFORMATION

### Final Plat of The Ranch at Delaware Creek, Phase 3 Subdivision

- Residential subdivision on approximately 11 acres creating 19 residential lots with one drainage and detention tract.
- Extends Sunday Drive to connect with Ramsey's Way.
- Preliminary plat was approved August of 2018.
- Construction plans in May of 2019.
- Infrastructure improvements have been installed. Developer shall warranty the infrastructure for a period of one year by submitting a bond from Western Surety Company, in an amount equal to 10% of the costs of the infrastructure.



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## CITY OF BURNET STAFF ANALYSIS

**The Final Plat of The Ranch at Delaware Creek, Phase 3 Subdivision has been reviewed using Code of Ordinances Section 98-24 (Final Plats) as a guide. It has been found to comply with ordinance requirements relating to form and content.**

- Authorizes the preliminary acceptance of the infrastructure and approves the maintenance bond.
- Requires the City Engineer to inspect the infrastructure before the end of the one-year warranty period.
- Authorizes the City Engineer to issue a letter of acknowledgement of final acceptance of the improvements if the final inspection is free of defect or failure.
- Requires the Developer to cure any discovered defect or failure.
- Authorizes the City to use the maintenance bond to cure such defect or failure should the Developer fail to do so.
- Extends warranty period for defect or failure for a year after the defect or failure is discovered.



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## CITY OF BURNET

**Planning and Zoning met on Monday, March 3<sup>rd</sup>, and did recommend approval of the Final Plat and preliminary acceptance of the Ranch at Delaware Creek, Ph. 3 Subdivision and Resolution R2025-14.**

# Public Hearing

- **Public Hearing**
  - Limit 3 minutes per speaker
- **Discussion**
  - Discuss and consider proposed Resolution R2025-14



*Bluebonnet Capital of Texas*



## Item Brief

### **Meeting Date**

March 11, 2025

### **Agenda Item**

Final Public Hearing – CDBG-CV CRP Grant Program Performance: A.Feild

### **Information**

The City of Burnet has completed its Community Development Block Grant (CDBG-CV CRP) Contract #70800001002, funded by the Texas Department of Housing and Community Affairs. This grant, totaling \$4,976,245.88, was used for the construction of the Hill Country Children's Advocacy Center.

### **Fiscal Impact**

N/A

### **Recommendation**

Staff recommends holding the public hearing as scheduled and encouraging community participation. No formal action required at this time; public comments will be recorded and reviewed.

**CITY OF BURNET**

**City Council Regular Meeting**

**March 11, 2025**

**Final Public Hearing**

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
COMMUNITY DEVELOPMENT BLOCK GRANT**

**CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT (CDBG-CV)  
COMMUNITY RESILIENCY PROGRAM (CRP) CONTRACT NO 70800001002**



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## CITY OF BURNET

# Grant Overview

- **Grant Name:** Community Development Block Grant (CDBG-CV CRP)
- **Contract Number:** 70800001002
- **Funding Source:** Texas Department of Housing and Community Affairs (TDHCA)
- **Total Grant Amount:** \$4,976,245.88



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## CITY OF BURNET

# Project Purpose

- Funded the construction of the **Hill Country Children's Advocacy Center**
- Supports services for children and families in need
- Enhances community resources and infrastructure



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## CITY OF BURNET

# Final Public Hearing

**Date:** Tuesday, March 11, 2025

**Time:** 6:00 PM

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



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## CITY OF BURNET

# Use of Funds

- Funds allocated for construction and facility development
- Ensured compliance with grant requirements
- Budget and expenditures reviewed by oversight authorities



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## CITY OF BURNET

# Public Participation

- Citizens and interested groups invited to provide feedback
- Open discussion on program performance and fund usage
- Comments will be recorded for official review



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## CITY OF BURNET

# *Open Public Hearing*



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## Item Brief

### Meeting Date

March 11, 2025

### Agenda Item

Discuss and consider action: Approval and authorization to purchase baseball/softball scoreboards: D. Vaughn

### Information

The City of Burnet is seeking approval to purchase seven (7) Nevco Baseball/Softball LED Scoreboards, along with associated wireless controllers, receivers, and carrying cases, for the fields located at the YMCA. This purchase will replace the existing scoreboards, which have reached the end of their lifespan and are no longer functional.

The total cost of the purchase is Thirty-Three Thousand Eight Hundred Fifteen and 34/100 Dollars (\$33,815.34), which includes the scoreboards, controllers, wireless receivers, protective carrying cases, and freight costs. The purchase will be made directly from Nevco Sports, LLC, a well-established manufacturer of scoring and display solutions. The scoreboards include a 5-year warranty, while wireless components carry a 2-year warranty.



### Fiscal Impact

The total cost of the purchase is \$33,815.34. This was not a budgeted item and is proposed to be paid for through cash reserves.

### Recommendation

Staff recommends approval of the purchase of seven (7) LED scoreboards and related equipment in the amount of \$33,815.34.



Thank you for giving Nevco Sports, LLC the opportunity to provide a formal quote for your scoring and display project. Since 1934 we have been helping customer Light Up The Game with our high quality [Scoreboards](#), [Video Displays](#), [Swimming Solutions](#), [LED Scorers Tables](#) and [Message Centers](#). We certainly understand that you have many choices for scoring and display products and we would be honored to be selected as your partner for this exciting project.

The provided quote outlines your product selections. Please look it over carefully and work with your Nevco Scoring and Display Consultant to review and answer any questions.

Please note that Nevco is the manufacturer/supplier of your scoring equipment order and is not an installation provider. Your Nevco scoring consultant may guide you in securing a third-party installation firm to assist in the installation of your order.

We look forward to partnering with you on this very exciting opportunity!

### **Placing Order:**

When you are ready to place your order, contact your Nevco Scoring and Display Consultant to walk you through the order entry process. Nevco will need the following information:

- Finalized equipment decision, including colors and digit selection
- Signed Print Ready Proof
- Delivery location/address
- Sales Tax Exempt (if Applicable)
- Signed Purchase Order, Full or Partial Payment (As Directed by Nevco Accounting)
- Bill to information – Invoice Remit

If you are incorporating school or sponsorship logos into your project, please view [Nevco Graphics File Standards](#) and submit with your order documents.

### **Additional Information:**

Our website [www.nevco.com](http://www.nevco.com) is a great resource and offers helpful information. Learn more about what our customers are talking about by visiting the following:

#### **• Is your sound system leaving your fans a little underwhelmed?**

Check out our full line-up of [Indoor and Outdoor Sound Systems](#).

#### **• Wishing you could check off more items on your list of needs?**

See how [Nevco Sports Marketing](#) could add revenue to your budget.

#### **• Curious what other schools have installed?**

Look through our [Nevco Photo Gallery](#) for ideas and inspiration to enhance your facility.

#### **• Interested in leasing options?**

See how [Nevco Leasing](#) solutions help you get the products you need faster than traditional fundraising.

#### **• Looking to add a Fully Automated Timing (FAT) System to Your Track and Field Venue?**

Find the perfect (FAT) package for your facility from [FinishLynx](#) (a Nevco-owned company).

Account Name	City of Burnet	Created Date	3/3/2025
Quote Number	00181706	Expiration Date	4/2/2025
Contact Name	David Vaughn	Prepared By	Bill Kraeger
Title	City Manager	Title	Display and Scoring Consultant
Phone	(512) 715-3208	Phone	(618) 659-7507
Email Address	<a href="mailto:dvaughn@cityofburnet.com">dvaughn@cityofburnet.com</a>	Fax	(618) 664-0398
		Email Address	<a href="mailto:bkraeger@nevco.com">bkraeger@nevco.com</a>

Quantity	Model/Part #	Product Description	Line Item Description	Color	Dimensions L x H x W/D	Unit Price	Discount (Percentage)	Total Price
7.00	1610	Baseball/Softball LED Scoreboard with Amber/Red Digits	1610 10' x 4' / Red LED Digits	#193 Kelly Green	10'x4'x8"	USD 3,897.00	15.00%	USD 23,187.15
14.00	802-0300 - MPCX2 Baseball/Softball	Wireless Handheld Control	Handheld Wireless Controller		0.3'x0.5'x0.1'	USD 375.00	15.00%	USD 4,462.50
7.00	MPCX2 Rec - Outdoor x6xx	In-board Wireless Receiver Kit	Receiver Wireless Communication			USD 635.00	15.00%	USD 3,778.25
7.00	MPCW Case	MPC/ MPCW Control Carrying Case	Protective Case for Controller (Holds 2)		1.7'x1.1'x8"	USD 90.00	15.00%	USD 535.50

Ttl Shipping Wt (lbs)	1,785	Subtotal	USD 31,963.40
County	Burnet	Freight	USD 1,851.94
Total Savings!	USD -5,640.60	Total	USD 33,815.34

#### Additional Notes

Model MPCX2 Controller is a hand held controller that takes 2 AA batteries and communicates with an inboard receiver MPCX2 Receiver. Each 1610 scoreboard is quoted an additional MPCX2 Controller and Case that can hold both controllers.

Scoreboards come with a 5 year warranty.

Please let me know if you have any questions. Thank You!

#### Billing/Shipping Information

Bill To Name	City of Burnet	Ship To Name	City of Burnet
Bill To	PO Box 1369	Ship To	1000 Buchanan Drive
	Burnet, TX 78611		Burnet, TX 78611
	USA		USA

#### Quote Terms and Conditions

The above pricing is for equipment only and does not include installation (unless specified) or taxes (if applicable). Unless shown specifically in the quote, shipping is an additional cost and is not included. Due to the custom nature of our products, our preferred payment terms are 50% down and remaining balance net 30. Additional payment terms available upon credit review. Shipping terms are F.O.B. Greenville, IL USA.

All Scoreboards and Message Centers are UL Listed and most come with our free 5-year guarantee (Exception: Special promotion/packages may have shorter warranty and are noted in product descriptions). Portable Production Kits carry a

3-year guarantee. Wireless components and Solar Power Kit carry a 2-year guarantee. Hand-held controls, switches and printed circuits carry a 1-year guarantee. Performance and Payment Bonds, if required, will include a one-year warranty

**ITEM 8-1.** Substantial completion.

STATE TAX EXEMPT FORM MUST BE SUBMITTED WITH ORDER OR TAXES WILL BE INVOICED.

Scoreboards are available in 15 standard colors at no extra charge. Please contact your consultant for production/shipping lead times.

Purchase Order	Nevco Sports, LLC	Remit To Address	Nevco Sports, LLC
Address	301 East Harris Ave		P.O. Box 74758
	Greenville, IL 62246-2151		Chicago, IL 60694-4758
			800.851.4040 / 618.664.0360

### Leasing Program

If your purchase exceeds \$10,000, you may qualify for our leasing program allowing you more flexibility to spread out the cost of your NEVCO scoring and display solution over of a period up to five (5) years. Benefits of our leasing program include fixed rate financing, non-appropriation clause, no prepayment penalty, and customizable payment schedules. Plus, at the end of the lease, the equipment is yours to keep with no additional balloon payments.

Sample payment options as follows:

\$10,000 in total equipment cost = \$2,400 per year  
\$25,000 in total equipment cost = \$6,000 per year  
\$50,000 in total equipment cost = \$12,000per year  
\$100,000 in total equipment cost = \$24,000 per year  
\$250,000 in total equipment cost = \$60,000 per year

\*\*Payments based on 5 year/annual payment in advance structure. Leasing is subject to credit approval and agreed upon documentation with Nevco's lending partner. Contact your Nevco scoring and display consultant for additional options and details.

## CITY OF BURNET

# Scoreboard Purchase

## City Council Regular Meeting March 11, 2025

Discuss and consider action: Approval and authorization to purchase baseball/softball scoreboards: D. Vaughn



*Bluebonnet Capital of Texas*



## CITY OF BURNET

### Scoreboard Purchase

- Staff is recommending the purchase of 7 Nevco Baseball/Softball LED Scoreboards, along with associated wireless controllers, receivers, and carrying cases, for the fields located at the YMCA.
- The existing scoreboards have reached the end of their lifespan and are no longer functional.



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## CITY OF BURNET

## Scoreboard Purchase

- The total cost of the 7 scoreboards is \$33,815.34, and includes:
  - ✓ Scoreboards
  - ✓ Controllers
  - ✓ Wireless receivers
  - ✓ Protective carrying cases
  - ✓ Freight costs
- The scoreboards include a 5-year warranty, while wireless components carry a 2-year warranty.



Bluebonnet Capital of Texas



CITY OF BURNET

# Questions?

## Recommendation

- Staff recommends approval of the purchase of seven (7) LED scoreboards and related equipment in the amount of \$33,815.34.



*Bluebonnet Capital of Texas*





## Item Brief

### **Meeting Date**

March 11, 2025

### **Agenda Item**

Discuss and consider action: Resolution No. R2025-15: A. Feild

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE DOWNTOWN REVITALIZATION PROGRAM

### **Information**

City Council will consider approving Resolution No. R2025-15, authorizing the submission of a Community Development Block Grant (CDBG) application for the Downtown Revitalization Program. The grant supports projects that eliminate slum and blight or benefit low-to-moderate-income individuals in designated downtown areas. This program funds infrastructure improvements to promote pedestrian-centered economic activity in the downtown district and meet eligibility criteria.

### **Fiscal Impact**

The City of Burnet commits to providing up to \$50,000 (5%) in matching funds, with the specific usage and funding source to be determined before any grant award.

### **Recommendation**

Staff recommends approval of Resolution No. R2025-15 as presented.

**RESOLUTION NO. R2025-15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE DOWNTOWN REVITALIZATION PROGRAM**

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

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

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF 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 following is hereby approved:

- a) That a Texas Community Development Block Grant Program application for the Downtown Revitalization Program is hereby authorized to be filed on behalf of the City with the Texas Department of Agriculture, and to be placed in competition for funding under the Downtown Revitalization Program.
- b) That the City of Burnet, Texas commits to selecting an eligible project in the designated downtown areas that meets either the National Program Objective to Eliminate Slum and Blighted Conditions or to Benefit Low- to Moderate-Income Persons.
- c) That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
- d) That the City of Burnet, Texas is committing to provide \$50,000.00 in matching funds toward the application's activities, with the specific usage and funding source to be determined prior to any award of grant funding.

**Section Three. Authorization.** The City Manager is 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 11th day of March 2025.

**CITY OF BURNET, TEXAS**

\_\_\_\_\_  
Gary Wideman, Mayor

**ATTEST:**

\_\_\_\_\_  
Maria Gonzales, City Secretary





**City Council  
Regular Meeting**

**March 11, 2025**

# **DOWNTOWN REVITALIZATION PROGRAM GRANT SUBMISSION**

Discuss and consider action: Resolution No. 2025-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE DOWNTOWN REVITALIZATION PROGRAM: A. Feild





# DOWNTOWN REVITALIZATION PROGRAM GRANT SUBMISSION

## Program & Project Goals

- Funds **public infrastructure improvements** in the downtown/Main Street area
- Supports **pedestrian-centered economic activity**
- Must meet one of two objectives:
  - **Eliminate slum/blight**
  - **Benefit low-to-moderate-income individuals**





# DOWNTOWN REVITALIZATION PROGRAM GRANT SUBMISSION

## City Commitments

- **Grant Application** submitted to the **Texas Department of Agriculture**
- Up to **\$50,000 (5%)** in **matching funds** committed (specifics TBD before award)
- Compliance with all **federal, state, and local requirements**





# Questions?

## Recommendation

- Staff recommends approval of Resolution No. 2025-15 as presented.





## Item Brief

### **Meeting Date**

March 11, 2025

### **Agenda Item**

Discuss and consider action: Resolution No. R2025-16: L. Kimbler

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE PAYMENT OF A FEE IN LIEU OF TREE PRESERVATION/MITIGATION FOR HILLTOP OAKS SUBDIVISION

### **Information**

Code of Ordinances, Section 98-22, requires a subdivision plat applicant to submit a tree survey to identify all significant trees eight caliper inches or larger ("significant trees"). The intent of the code is to preserve as many significant trees as possible. Alternatively, the code allows the developer to mitigate the removal of significant trees which are eighteen caliper inches at a ratio of two caliper inches for each caliper inch removed.

The proposed Hilltop Oaks Subdivision is a single-family subdivision which the preliminary plat was approved by City Council in July of 2023. The submitted tree survey shows the development to have a total of 14,678.5 caliper inches of significant trees throughout the entire subdivision. In the approved construction plans, the Hilltop Oaks Subdivision will be removing a total of 3,151 caliper inches of significant trees; of that, 499 caliper inches are eighteen caliper inches or larger.

Due to the amount of trees remaining, the applicant represents it is impractical to plant mitigation trees and has requested to pay a fee in lieu of mitigation. Although the Code does not address payment of a fee in lieu, there is precedent for accepting a fee in lieu of mitigation when Council approves.

### **Staff Analysis**

The applicant has submitted a proposal (Exhibit "A") to pay a fee in lieu of mitigation an amount equal to \$28,950.00. This is an amount based on their experience with other Central Texas Hill Country cities where they are responsible for the removal of trees eighteen caliper inches and larger.

In November 2024, staff presented a similar request for a fee in lieu of tree mitigation in which it was proposed to pay \$100.00 per caliper inch for the removal of significant trees



twenty-four inches (24") or greater. To maintain consistency for future projects, staff recommends the applicant be responsible for paying \$100.00 per caliper inch for the removal of 124 caliper inches of trees that are twenty-four inches or larger.

**Fiscal Impact**

The fee in lieu of is a one-time payment. Depending on City Council action, the amount would be either the applicant's proposed \$28,950.00, staff's recommended \$12,400, or as otherwise determined by the Council.

**Recommendation**

Staff recommend approval of Resolution R2025-16 as presented.

## Exhibit "A" – Applicant's Proposal



204 Escalera Parkway, Georgetown, Tx 78628  
sbassari@capitalengineeringtx.com  
Firm Registration No.: F-7819

---

Date: February 28, 2025

Re: Hilltop Oaks Subdivision

City of Burnet  
Leslie Kimbler, Planning Manager

Dear Leslie,

The Hilltop Oaks subdivision has a very dense tree covering the entire site, and after some of the trees are removed for construction, the proposed 92 lots will still be heavily covered with mature trees. The estimate of trees that are to be removed is 2,830 inches of trees between 8 inch and 18 inch diameter, and 321 inches of trees between 18 inch and 30 inch diameter. In several of the Central Texas hill country cities, (e.g. Leander, Cedar Park, etc) 50% of trees between 8 inches to 18 inches can be removed without mitigation. The other 50% can be removed and either replaced by newly planted trees or the removal mitigated by a fee in lieu of replacement.

Using that common formula, only 1415 inches of trees between 8 inch and 18 inch diameter, and 642 inches of trees between 18 inch and 30 inch diameter (the required doubling of the actual 321 inches) will need to be mitigated; a total of 2057 inches. As a result, we agree to require the future builders of homes on these 92 lots to plant three 4 inch diameter trees on each lot, which will equal 1104 inches of replacement. The remainder of trees 953 inches ( $2057 - 1104 = 953$  inches) are to be mitigated with a fee of \$28,950.00 ( $953 \text{ inches} \times \$30.00 \text{ per inch}$ ).

We request the city to approve this mitigation plan which will assist us in creating this extremely affordable housing development for the benefit of Burnet area homebuyers.

Your time and consideration of this mitigation plan is greatly appreciated.

Respectfully,

A handwritten signature in blue ink that reads "Saeid Bassari".

Saeid (Sid) Bassari, P.E

cc: David L Bowen, Hilltop Oaks, LLC

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Capital Engineering  
Committed to Superior Quality and Results  
Cell: (512)630-6184

**RESOLUTION NO. R2025-16**

**RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET,  
TEXAS, AUTHORIZING THE PAYMENT OF A FEE IN LIEU OF TREE  
PRESERVATION/MITIGATION FOR HILLTOP OAKS SUBDIVISION**

**WHEREAS**, City Code Section 98-22 requires a subdivision plat applicant to, in the development of his or her project, preserve trees within the subdivision that are eight caliper inches or larger ("significant trees"); and

**WHEREAS**, alternatively, the Code Section allows the developer to mitigate the removal of significant trees by planting trees at a ratio of one caliper inch per each caliper inch removed, except in cases of significant trees being eighteen caliper inches the ratio is two caliper inches for each caliper inch removed;

**WHEREAS**, the Hilltop Oaks Subdivision is a single-family subdivision approved for development within the City of Burnet; and

**WHEREAS**, as part of the preliminary plat application, the applicant provided a tree survey; and

**WHEREAS**, the applicant has proposed to remove 124 caliper inches of significant trees twenty-four caliper inches or greater; and

**WHEREAS**, the applicant represents it is impractical to plant mitigation trees and requested to pay a fee in lieu of mitigation.

**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 request to pay \$100.00 per inch for the removal of significant trees twenty-four inches or greater is approved.

**Section Three. Authorization.** The City Manager is hereby authorized to accept payment in the amount of \$12,400.00 from the applicant as a fee-in-lieu of the tree mitigation required for the Hilltop Oaks Subdivision; and apply such funds for the enhancement of vegetation around the city. The City Manager is further authorized to execute such instruments and take such actions as may reasonably be necessary to facilitate the purpose of this resolution. However, nothing in this resolution shall prevent the applicant from opting to mitigate the removed trees as authorized by the City Code rather than paying the fee-in-lieu to fulfill his obligation under the City Code.

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

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

**PASSED AND APPROVED** on this the 11<sup>th</sup> day of March 2025.

**CITY OF BURNET, TEXAS**

\_\_\_\_\_  
Gary Wideman, Mayor

**ATTEST:**

\_\_\_\_\_  
Maria Gonzales, City Secretary



**City Council  
Regular Meeting  
March 11, 2025**

# Tree Fee In Lieu of Mitigation

Discuss and consider action: Resolution No. R2025-16

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE PAYMENT OF A FEE IN LIEU OF TREE PRESERVATION/MITIGATION FOR HILLTOP OAKS SUBDIVISION: L. Kimbler





# Tree mitigation

- Chpt. 98-22 requires tree survey of significant trees 8” or larger
- Hilltop Oaks Prelim. Plat approved July 2023
- Total 14,678.5 caliper inches of significant trees in entire subdivision
- Removing 3,151 total caliper inches of significant trees
  - 499 caliper inches are trees eighteen caliper inches or larger
  - 124 caliper inches are trees twenty-four inches or larger



## Staff analysis

- Applicant proposes to pay \$28,950.00 for trees removed which are 18 caliper inches or larger
  - Amount based on experience with other Central Texas municipalities
- November 2024 – Council approved another request for fee in lieu of mitigation = \$100.00/caliper inch for removal of trees 24” or larger
- Staff recommends same process for Hilltop Oaks
  - Applicant would only be responsible for paying for the removal of 124”



# Questions?

- **Recommendation**
- Staff recommends approval of Resolution R2025-16 as presented.



## Item Brief

### **Meeting Date**

March 11, 2025

### **Agenda Item**

Discuss and consider action: Resolution No. R2025-17: E. Belaj

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE SUBMISSION OF A WATER CONSERVATION GRANT APPLICATION TO THE LOWER COLORADO RIVER AUTHORITY (LCRA) AND THE EXECUTION OF THE AWARD CONTRACT

### **Information**

The City Council has previously allocated funds to begin replacing water meters and implementing a more reliable Automated Metering Infrastructure (AMI) system. The current water metering system depends on nearby electric meters to collect and transmit water usage data to the cloud. However, this system relies on third-party components and software, leading to frequent data transmission failures, security concerns, and operational disruptions. Additionally, the system operates on outdated servers and software, making upgrades increasingly difficult.

To address these challenges, the City seeks to implement an AMI system for water metering that operates independently of the electric metering system and third-party involvement. While the City's existing water meters, manufactured by Badger, remain reliable, the data transmission infrastructure supporting them is not. Badger now offers an advanced data transmission technology that eliminates reliance on electric metering and third-party systems. Recognizing the need for this transition, the City Council has previously authorized \$140,000 in funding to initiate the upgrade.

Grant Opportunity: The Lower Colorado River Authority (LCRA) is offering a water conservation grant. To qualify, the City must demonstrate measurable water savings resulting from the proposed improvements. Calculations indicate that the City could be eligible for up to \$67,000 in grant funding. Notably, the City is not required to allocate any additional funds beyond the \$140,000 already authorized by the City Council.

### **Fiscal Impact**

The City has budgeted \$140,000 in matching funds, which remains available.

**Recommendation**

Staff recommends the approval of Resolution No. R2025-17 as presented.



**RESOLUTION NO. R2025-17**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE SUBMISSION OF A WATER CONSERVATION GRANT APPLICATION TO THE LOWER COLORADO RIVER AUTHORITY (LCRA) AND THE EXECUTION OF THE AWARD CONTRACT**

**WHEREAS**, the City's water meter system has become unreliable, requiring excessive maintenance by the Public Works Department; and

**WHEREAS**, the City Council seeks to implement a more reliable Automated Metering Infrastructure (AMI) system; and

**WHEREAS**, the Council has allocated \$140,000 for this initiative in the fiscal year 2024/25 budget; and

**WHEREAS**, the Lower Colorado River Authority (LCRA) offers water conservation grants, presenting a beneficial opportunity for the City; and

**WHEREAS**, the City of Burnet may qualify for a 50% grant amount of up to \$67,000; and

**WHEREAS**, the City Council is committed to securing this funding.

**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.** City Council finds and determines the following:

- Submission of the LCRA Water Conservation Grant application.
- Execution of the necessary contract and related documents if the grant is awarded.

**Section Three. Authorization.** The City Manager is hereby authorized and directed to submit the grant application as referenced in Section Two. If the grant is awarded, the City Manager is further authorized to execute the necessary contract and take any additional actions or sign ancillary documents as needed to accept the grant and to implement 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 11<sup>th</sup> day of March 2025.

**CITY OF BURNET, TEXAS**

\_\_\_\_\_  
Gary Wideman, Mayor

**ATTEST:**

\_\_\_\_\_  
Maria Gonzales, City Secretary



City Council  
Regular Meeting

March 11, 2025

## LCRA Water Conservation Grant

Discuss and consider action: Resolution No. R2025-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE SUBMISSION OF A WATER CONSERVATION GRANT APPLICATION TO LCRA AND EXECUTION OF THE AWARD CONTRACT





## Information



City is implementing new metering system technology.



Council has approved \$140K funding.



LCRA is offering a water conservation grant for which the City can qualify up to \$67K.

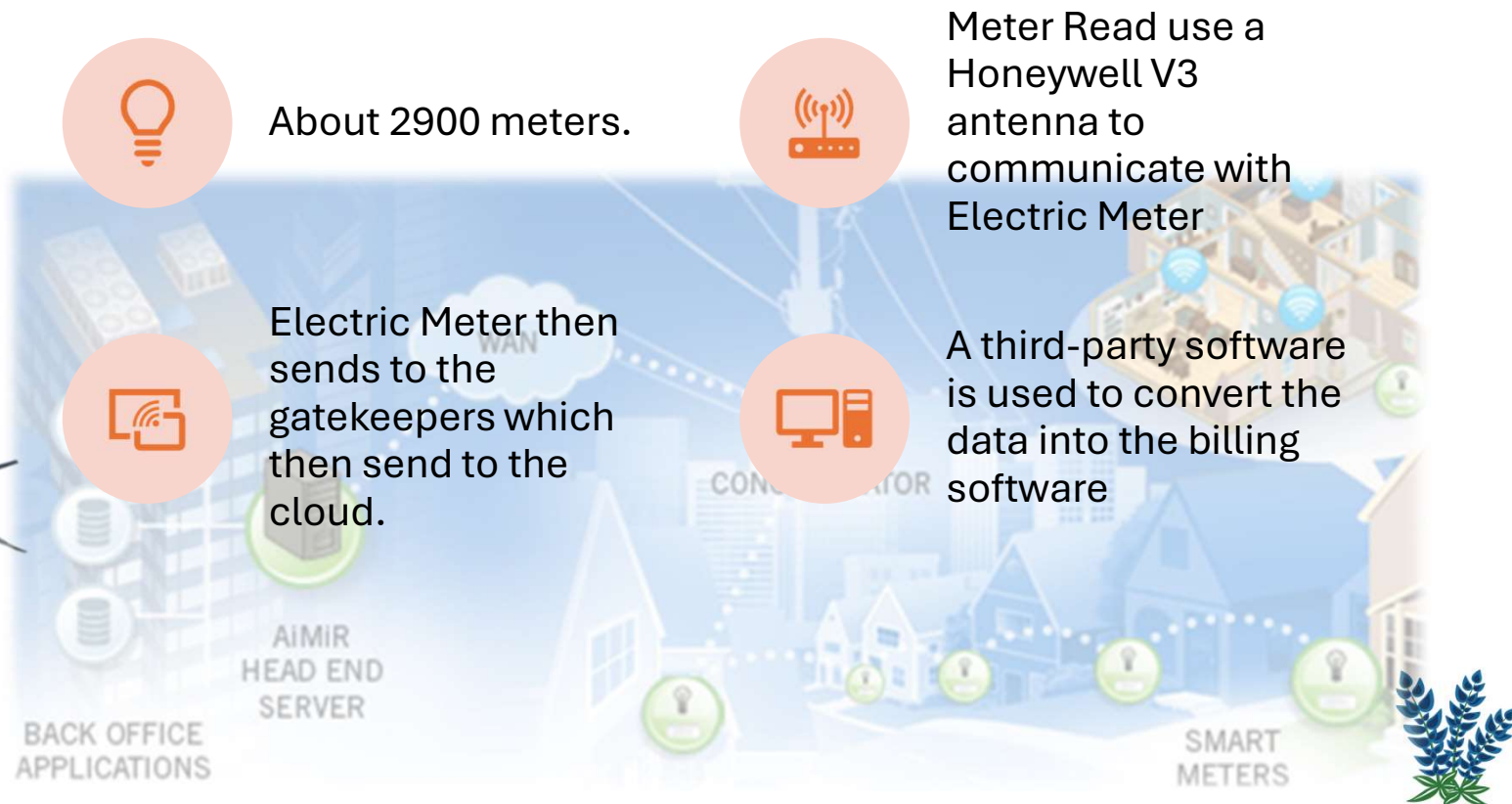


Grant used to replace 500 meters, install cellular meter reading system, and replace 300 modules





# Existing Water Meter System







## Improving the System



Replace 500 meters and 300 modules.



Install cellular system: each meter speaks to the cloud



Implement a customer portal: Customers can see their water usage live & get leak notifications





# Questions?

- **Recommendation**
  - Staff recommends approval of the Resolution No. R2025-17





## Item Brief

### **Meeting Date**

March 11, 2025

### **Agenda Item**

Discuss and consider action: Approval of Valley Street Well Engineering Contract Award:  
E. Belaj

### **Information**

The City issued an engineering Request for Qualifications (RFQ) on April 6, 2023, to seek engineering assistance in rehabilitating the Valley Street Water Well. Eight engineering firms expressed interest in the project. A selection committee, consisting of City staff, reviewed all submissions and conducted interviews with several firms. Based on this evaluation, the committee recommended DBSA, a Geo Logic company, for approval.

#### **Background:**

The City currently operates two groundwater wells on the north part of the City; they are in close proximity to each other. The Valley Well, formerly used as a municipal water source, was abandoned due to a broken protective casing that compromised water quality. With increasing water demand, restoring this well has become a priority. Following recommendations from well hydrogeologists, the City conducted a water drawdown test, water quality assessments, and a video inspection of the well. The results confirmed that the water quality is good, the well is capable of producing 1,000 gallons per minute, and the casing is deficient and in need of repair.

#### **Engineering Contract:**

The attached contract (See Exhibit A) outlines the services of DBSA and its team of hydrogeologists and engineers, who will assist the City with design, permitting, testing, and construction coordination. The project includes rehabilitating the Valley Street Water Well and a smaller well located south of it, known as the "Guest" well. Additionally, improvements will include pump stations, disinfection systems, water storage tanks, and other essential components.

#### **Qualifications & Next Steps:**

City staff have determined that DBSA has successfully completed similar projects throughout Texas. The City Council may choose to accept staff's recommendation, reject all proposals, or request further evaluation.

### **Fiscal Impact**

The City has allocated \$550,000 for this project, funded through Impact Fees. The cost for engineering services—including design, permitting, bidding, and construction assistance—is \$197,000, as detailed in the attached scope (See Exhibit B). Additionally, an estimated \$45,000 is anticipated for surveying and other design-related expenses. Moreover, the initial phase to remove and reinstall the casing is expected to cost \$175,000.

### **Recommendation**

Staff recommends the approval of the Valley Street Well Engineering Contract with DBSA and authorize the City Manager to execute the contract.

**CITY OF BURNET  
STANDARD PROFESSIONAL SERVICES AGREEMENT**

<b>THE STATE OF TEXAS</b>  <b>BURNET COUNTY</b>	§ § §	<b>KNOW ALL BY THESE PRESENTS</b>
-------------------------------------------------------	-------------	-----------------------------------

This Professional Services Agreement ("*Agreement*") is made and entered by and between the City of Burnet, Texas, (the "*City*") a Texas home-rule municipality, and \_\_\_\_\_, a Professional Engineering Firm Registration #: F-\_\_\_\_\_ form under the laws of The State of Texas ("*Professional*").

**Section 1. Duration.** This Agreement shall become effective upon execution by the City and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

**Section 2. Scope of Work.** The scope of work Professional shall provide under this Agreement is as follows:

- (A) *Scope of Work.* Professional shall perform the Services as more particularly described in the Scope of Work attached hereto as **Exhibit "A"**. The work as described in the Scope of Work constitutes the "*Project*". Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.
- (B) *Quality of Work.* The Quality of Services provided under this Agreement shall be of the level of professional quality performed by Professionals regularly rendering this type of service.
- (C) *Requirements.* The Professional shall perform its Services for the Project in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- (D) *Reliance.* The Professional may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

**Section 3. Compensation.**

- (A) *Compensation.* The Professional shall be paid in the manner set forth in **Exhibit "B"** and as provided herein.
- (B) *Billing Period:* The Professional may submit monthly, or less frequently, an invoice for payment based on the estimated completion of the described tasks and approved work schedule. Subject to Chapter 2251, Texas Government Code (the "*Prompt Payment Act*"), payment is due within thirty (30) days of the City's receipt of the Professional's invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

- (C) *Reimbursable Expenses:* Any and all reimbursable expenses related to the Project shall be included in the scope of services in **Exhibit “A”** and accounted for in the total contract amount in **Exhibit “B”**. If these items are not specifically accounted for in **Exhibit “A”** they shall be considered subsidiary to the total contract amount.

#### **Section 4. Changes to the Project Work; Additional Work.**

- (A) *Changes to Work:* Professional shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work at no costs to City. If the City finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Professional shall make such revisions if requested and as directed by the City and such services will be considered as additional work and paid for as specified under following paragraph.
- (B) *Additional Work:* The City retains the right to make changes to the Scope of Work at any time by a written order. Work that is clearly not within the general description of the Scope of Work and does not otherwise constitute special services under this Agreement must be approved in writing by the City by supplemental agreement before the additional work is undertaken by the Professional. If the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project and therefore constitutes additional work, the Professional shall promptly notify the City of that opinion, in writing. If the City agrees that such work does constitute additional work, then the City and the Professional shall execute a supplemental agreement for the additional work and the City shall compensate the Professional for the additional work on the basis of the rates contained in the Scope of Work. If the changes deduct from the extent of the Scope of Work, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by Professional not previously approved as additional work shall be at risk of the Professional.

**Section 5. Time of Completion.** The prompt completion of the services under the Scope of Work is critical to the City. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of the Professional and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination. The Scope of Work shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks and services described in the Scope of Work.

**Section 6. Insurance.** Before commencing work under this Agreement, Professional shall obtain and maintain the liability insurance provided for in attached **Exhibit “C”** throughout the term of this Agreement and thereafter as required herein.

In addition to the insurance provided for in **Exhibit “C”**, Professional shall maintain the City of Burnet Standard Professional Services Agreement



following limits and types of insurance:

*Professional Liability Insurance:* Professional errors and omissions liability insurance with limits of liability not less than \$1,000,000 per occurrence covering all work performed by the Professional, its employees, sub-contractors, or independent contractors.

*Workers Compensation Insurance:* The Professional shall carry and maintain during the term of this Agreement, workers compensation and employers' liability insurance meeting the requirements of the State of Texas on all the Professional's employees carrying out the work involved in this contract.

*General Liability Insurance:* The Professional shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Professional or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

*Automobile Liability Insurance:* Professional shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Professional or its employees.

*Subcontractor:* In the case of any work sublet, the Professional shall require subcontractor and independent contractors working under the direction of either the Professional or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Professional.

*Qualifying Insurance:* The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form; provided however, subject to the City's City Manager's prior written approval and verification that any coverage can only be obtained on a "claims made" basis, the certificate of insurance for such coverage must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with the Professional continuing to furnish the City certificates of insurance.

Evidence of such insurance shall be attached as **Exhibit “D”**.

**Section 7. Subletting.** Subject to the prohibition prescribed in Section 15 (J) (entitled “No Assignment”), the Professional shall not sublet or transfer any portion of the work under this Agreement, or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor.

**Section 8. Ownership of Documents.** Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by the City shall be delivered to and become the property of the City upon payment to Professional. All drawings, charts, calculations, plans, specifications, and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE CITY’S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant to the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at Professional’s expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement.

**Section 9. Professional's Seal.** To the extent that the Professional has a professional seal, it shall be placed on all documents and data furnished by the Professional to the City. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the Professional’s industry. The plans, specifications and data provided by Professional shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the City and Professional. The City acknowledges that Professional has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for informational purposes only and are not guarantees.

**Section 10. Compliance with Laws.** The Professional shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker’s compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Professional shall furnish the City with satisfactory proof of compliance.

**Section 11. Force Majeure.** If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornadoes] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

**Section 12. Termination.** Termination, of this Agreement, prior to the time stated in the Section 1 (entitled "*Duration*") shall be as follows:

- (A) *By Either Party:* This Agreement may be terminated:
- (1) By the mutual agreement and consent of both Professional and City;
  - (2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;
  - (3) By the City, immediately upon notice in writing to the Professional, as consequence of the failure of Professional to perform the services contemplated by this Agreement in a timely or satisfactory manner;
  - (4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Professional.

- (B) *By City:* If the City terminates this Agreement pursuant to Section 5 (entitled “*Time of Completion*”) or subsection 8(A)(2) or (3), above, the Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional considering the actual costs incurred by the Professional in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination that is not the fault of the Professional, the Professional shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

**Section 13. Indemnification. Professional agrees to indemnify and hold the City of Burnet, Texas and all of its present, future and former agents, employees, officials and representatives harmless in their official, individual and representative capacities from any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, for injuries to persons (including death) or to property (both real and personal) created by, arising from or in any manner relating to the services or goods performed or provided by Professional – expressly including those arising through strict liability or under the constitutions of the United States or Texas – BUT ONLY TO THE EXTENT ALLOWABLE BY SEC. 271.904(a) OF THE TEXAS LOCAL GOVERNMENT CODE AS APPLICABLE.**

**Section 14. Notices.** Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

**Section 15. Miscellaneous Provisions.** Additional provisions of this Agreement are set out in the subsections below as follows:

- (A) *Agreement governs.* In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Services, this Agreement shall govern. The Scope of Services is intended to detail the

technical scope of services, fee schedule, and contract time only and shall not dictate Agreement terms.

- (B) *Binding Effect.* Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors, and assigns.
- (C) *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
- (D) *Contract requirements for subdivisions of Texas state government.* Under Texas law, the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that of the following: (i) the company neither boycotts Israel; nor will not boycott Israel during the term of the contract (Chapter 2271, Texas Government Code); (ii) the company is neither identified on a list prepared and maintained by the comptroller; nor does business with Iran, Sudan, or a foreign terrorist organization (Chapter 2252, subchapter F, Texas Government Code); (iii) the company neither has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; nor will not discriminate during the term of the contract against a firearm entity or firearm trade association (Chapter 2274, Texas Government Code); and (iv) neither boycott energy companies; nor will not boycott energy companies during the term of the contract (Chapter 2274, Texas Government Code).

The signatory executing this Agreement on behalf of Professional verifies that the Professional, at the time of execution of this Agreement is, and during the term of this Agreement shall be, in full compliance with the requirements of Chapters 2270, 2252 subchapter F, and 2274 Texas Government Code as those chapters apply to the matters discussed in the paragraph above. The violation of this subsection shall be a material breach of this Agreement.

- (E) *Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire.* Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.
- (F) *Dispute Resolution.* In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute.

(2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

- (G) *Exhibits.* All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same. Exhibits are as follows:

Exhibit "A": Scope of Work

Exhibit "B": Compensation

Exhibit "C": Requirements for all Insurance Documents

Exhibit "D": Evidence of Insurance

- (H) *Entire Agreement.* It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.
- (I) *Gender.* Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.
- (J) *Governing Law; Venue.* This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Burnet County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Burnet County, Texas.
- (K) *No Assignment.* Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.
- (L) *Non-Collusion.* Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration



from any person (other than from the City pursuant to this Agreement) for any of the services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.

- (M) *Paragraph Headings; Construction.* The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.
- (N) *Relationship of Parties.* Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.
- (O) *Right To Audit.* City shall have the right to examine and audit the books and records of Professional with regards to the work described in Exhibit A, or any subsequent changes, at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.
- (P) *Severability.* If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.
- (Q) *Waiver.* Either City or the Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any

other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

**EXECUTED**, by the City on this the INSERT day of INSERT, 202\_\_.

**CITY:**

**PROFESSIONAL:**

By: \_\_\_\_\_  
David Vaughn, City Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ADDRESS FOR NOTICE:**

**CITY**

**PROFESSIONAL**

City of Burnet  
Attn: City Manager  
P.O. Box 1369  
1001 Buchanan Drive, Suite 4  
Burnet, Texas 78154

INSERT ADDRESS

## **Exhibit “A”**

### Scope of Services

## **Exhibit “B”**

### Compensation

## Exhibit “C”

### REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Professional shall comply with each and every condition contained herein. The Professional shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Professional shall maintain insurance coverage equal to that required of the Professional. It is the responsibility of the Professional to assure compliance with this provision. The City of Burnet accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

#### INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Professional shall specifically endorse applicable insurance policies as follows:

1. The City of Burnet shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement.**
2. A waiver of subrogation in favor of The City of Burnet shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
3. All insurance policies shall be endorsed to the effect that the City of Burnet will receive at least thirty (30) days written notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the City of Burnet as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
5. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
6. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Burnet of any material change in the insurance coverage.
7. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
8. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
9. Professional may maintain reasonable and customary deductibles, subject to approval by the City of Burnet.
10. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
11. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05). Coverage must be written on an occurrence form.
12. Contractual Liability must be maintained covering the Professionals obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.

13. Upon request, Professional shall furnish the City of Burnet with certified copies of all insurance policies.
14. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Burnet within ten (10) business days after contract award and prior to starting any work by the successful Professional's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Burnet, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Burnet. The certificate of insurance and endorsements shall be sent to:

**City of Burnet  
Attn: City Manager  
1001 Buchanan Drive, #4  
P.O. Box 1369  
Burnet, TX 78154**

**Emailed to: [dvaughn@cityofburnet.com](mailto:dvaughn@cityofburnet.com)  
Faxed to: (512) 756-8560**



**ACORD** **CERTIFICATE OF LIABILITY INSURANCE** **A**

DATE (MM/DD/YYYY) 01/01/2008

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE INSURED (INSURER), A AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed, if SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in the event of such endorsement(s).

**PRODUCER**  
ABC Insurance Agency **B**  
855 Main Street  
Tampa, FL 33333-0000

**INSURED**  
**C** XYZ Company  
123 Apple Street  
Tampa, FL 22222-0000

**COVERAGE**  
GENERAL LIABILITY  
X COMMERCIAL GENERAL LIABILITY  
CLAIM MADE ☒ OCCUR ☒  
GAIL AGGREGATE LIMIT APPLIES PER:  
POLICY ☐ LOSS ☐  
AUTOMOBILE LIABILITY  
X ANY AUTO  
ALL OWNED  
MAINTAINED  
X UNREVEALED  
EXCESS LIMIT  
DED. ☐ RETENTION ☐  
WORKERS COMPENSATION  
AND EMPLOYERS LIABILITY  
ANY PROPERTY OR PERSONS IN OR OUT OF  
WHICH OCCURS  
REPRODUCTION OF CERTIFICATE BELOW

**CERTIFICATE NUMBER**  
X123456  
123456789  
01234  
123456

**REVISION NUMBER**  
01/01/2008 01/01/2008  
01/01/2008 01/01/2008  
01/01/2008 01/01/2008  
01/01/2008 01/01/2008

**UNITS**  
EACH OCCURRENCE \$ 1,000,000  
DAMAGE TO RENTALS \$ 100,000  
MED EXP ☐ ☐ \$ 5,000  
PERSONS ADMITTED \$ 1,000,000  
GENERAL AGGREGATE \$ 2,000,000  
PRODUCTS, COMPOUND \$ 1,000,000  
ROCKETS, DIRECT, ONLY \$ 1,000,000  
BODILY INJURY/PROPERTY DAMAGE \$ 1,000,000  
SOCIETY/INJURY/PROPERTY DAMAGE \$ 1,000,000  
EACH OCCURRENCE \$ 1,000,000  
AGGREGATE \$ 1,000,000  
X CHARTERED VESSEL \$ 500,000  
EL. EACH ACCIDENT \$ 500,000  
EL. DISEASE, BODILY INJURY \$ 500,000  
EL. DISEASE, PROPERTY \$ 500,000  
100% Insurable Value, replacement cost basis  
\$1,000,000 each claim / \$1,000,000 aggregate

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (With ACORD 101, Additional Remarks Schedule, if more space is required)  
Effective January 1, 2012 must be compliant with Chapter 1811, Tex. Ins. Code (SB 425 enacted by Texas Legislature 83rd session in 2011).

**CERTIFICATE HOLDER**  
**Q** City of Burnet  
PO Box 1369  
1001 Buchanan Drive, Suite 4  
Burnet, Texas 78611  
Attn: City Manager

**CANCELLATION** **R**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED TO REPAIR DAMAGE**  
**S**

**AUTHORIZED SIGNATURE REQUIRED HERE**

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ACORD 26 (2010/05)

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(Instructions for completing and submitting a certificate to the City of Burnet)

Complete the certificate of insurance with the information listed below:

- A) Certificate of Insurance date
- B) Producer (Insurance Agency) Information – complete name, address, telephone information, & email address.
- C) Insured's (Insurance Policy Holder) Information – complete name & address information
- D) Insurer (name/names of insurance company) \*\*(Remember the city requires all insurance companies to be authorized to do business in the State of Texas, be rated by A.M. Best with a rating of B+ (or better), Class VI (or higher) or otherwise be acceptable to the City if not rated by A.M. Best)
- E) NAIC # (National Association of Insurance Commissioners, a # that is assigned by the State to all insurance companies)
- F) Insurer letter represents which insurance company provides which type of coverage from D
- G) General Liability Insurance Policy – must have an (x) in box. Also, "Occurrence" type policy – must have an (x) in the box (occurrence policy preferred but claims made policy can be accepted with special approval)
- H) This section shall be filled in with "Y" for yes under Additional Insured for all coverages, except for Professional Liability and Workers' Compensation. There shall also be a "Y" for yes under all coverages for subrogation waived.
- I) Automobile Liability Insurance – must be checked for Any Auto, All Owned Autos, Hired Autos
- J) Umbrella Coverage – must be checked in this section and by occurrence whenever it is required by written contract and in accordance with the contract value.
- K) Worker's Compensation and Employers Liability Insurance – information must be completed in this section of the certificate of insurance form (if applicable).
- L) Builder's Risk Policy – for construction projects as designated by the City of Burnet.  
Professional Liability Coverage – for professional services if required by the City of Burnet.
- M) Insurance Policy #'s
- N) Insurance policy effective dates (always check for current dates)
- O) Insurance Policy limits (See Insurance Requirements Checklist)
- P) This section is to list projects, dates of projects, or location of project. Endorsements to the insurance policy(ies) must be provided separately and not in this section. The following endorsements are required by the City of Burnet.
  - (1) Adding the City of Burnet as an additional insured. The "additional insured" endorsement is not required for professional liability and workers compensation insurance; and
  - (2) Waiver of Subrogation
  - (3) Primary and Non-Contributory
  - (4) Cancellation Notice

- Q) City of Burnet's name and address information must be listed in this section
- R) Notice of cancellation, non-renewal, or material change to the insurance policy(ies) must be provided to the City of Burnet in accordance with a cancellation notice endorsement to the policy and/or per the policy provisions based on the endorsement adding the City as an additional insured. (Sec. 1811.155, Tex. Ins. Code)
- S) The certificate must be signed by the Authorized Agent in this section of the certificate form.

## **Exhibit “D”**

### Evidence of Insurance

EXHIBIT "B"



# SCOPE OF WORK

FOR

## Valley Street Well Water System Improvements

HYDROGEOLOGY AND ENGINEERING DESIGN SERVICES

## TABLE OF CONTENTS

TABLE OF CONTENTS.....	1
1. INTRODUCTION.....	2
2. BACKGROUND.....	2
3. HYDROGEOLOGIC SERVICES.....	3
3.1 Valley Street Well Rehabilitation.....	3
3.2 Aquifer Test.....	3
4. ENGINEERING DESIGN.....	3
4.1 Survey.....	4
4.2 Geotechnical Engineering.....	4
4.3 Preliminary Design.....	4
4.4 Final Design.....	5
5. BIDDING ASSISTANCE.....	7
6. CONSTRUCTION ADMINISTRATION.....	8
6.1 Construction Assistance.....	8
6.2 Warranty Period Assistance.....	8
7. HYDROGEOLOGY AND ENGINEERING FEE.....	9



**DESIGN SCOPE FOR****Valley Street Well Water System Improvements****1. INTRODUCTION**

This scope of work is for professional engineering and hydrogeologic services for preliminary engineering, final design, and associated services for the construction of water system improvements related to rehabilitation of Valley Street Well (the Site). The existing well will be rehabilitated, including removal and replacement of the well liner materials. The City anticipates including a second well in the design package, located on property southwest of the Valley Street Well, following completion of a well video and an aquifer pumping test. Engineering design for the well(s) will include a new pump, surface completion, and upgraded electric service.

Design will also include water system improvements to connect these two wells to the City of Burnet (City) public water system (PWS #TX0270001), including approximately 1,500 linear feet of water line along Valley Street, up to a tie-in point at Boundary Street, a pump station, chlorination system, and a steel ground storage tank (assumed to be 300,000 gallons). The pump station and chlorination system are expected to reside within a small enclosure or building. The Engineering Services will be for the design and issuance of construction plans and specifications which will be set forth in a single package (Project Manual). Daniel B. Stephens & Associates, Inc. (DBS&A) has prepared this scope of work to design the following facilities:

- Well equipping with pump and constant or variable speed (with VFDs) motor for two wells.
- Well site improvements including pad, security fencing, and electrical improvement.
- Local control of wells based on tank level.
- Pre-packaged booster pump station within a building, with separate room for disinfection.
- Approximately 1,000 linear feet of waterline.
- Services for Texas Commission on Environmental Quality (TCEQ) permitting and coordination with survey and geotechnical subconsultants are included, as discussed below.

**2. BACKGROUND**

The City of Burnet issued a Request for Quotes (RFQ) to assess the hydrogeologic condition of the Valley Street Well and provide engineering assistance to connect this water source to the PWS. DBS&A was selected as the most responsive submitter and has been performing initial hydrogeologic services for the City. The initial aquifer pumping test was performed on the Valley Street Well in February 2024, and showed that the well was capable of a sustainable pumping rate on the order of 1,000 gallons per minute (gpm). Total flow for the proposed water system facilities will be dependent on an additional pumping test to be performed on the City well located southwest of the Valley Street Well.

The overall purpose of the scope is for the consulting engineer (Consultant, Engineer, or firm) to provide the City consulting services for the City's project. Components of the work are expected to include: (i) Survey Control Plan; (ii) Site Plan and Waterline Plan & Profile Drawings; (iii) Tank Details; (iv) Booster Pump Station Plan and Elevation; (v) Building Plan and Elevation; and (vi) Electrical and Controls ((i) through (vi) together, the Engineering Services). DBS&A has included budget for engineering design, bidding, and construction observation, as discussed in the scope of work below. Architectural services are not included in this scope, but can be added for an additional fee.

### 3. HYDROGEOLOGIC SERVICES

The consulting hydrogeologist shall not commence work on this project until given written permission by the City via a Notice to Proceed (NTP). The City shall not be obligated to compensate hydrogeologist for any work done prior to the issuance of the NTP. Construction management services for rehabilitation of the Valley Street Well are included in the Engineering Fee. Adjustments to the cost provided shall be according to the Schedule of Values on Exhibit “B”.

#### 3.1 Valley Street Well Rehabilitation

Casing materials for the Valley Street Well have separated at a depth of approximately 40 feet below ground surface (bgs). DBS&A recommends that the liner be removed and replaced with similar diameter well materials to maximize the size of the new pump that will be installed in the well. The lower section of the liner may be more difficult to retrieve than the upper 40 feet, and may require specialized tooling, equipment, and expertise. Observation of drilling subcontractor activities will be essential. Following liner removal and bailing sediment, the well will be video-logged in preparation for new liner materials. Sections of the liner that can safely be removed will be replaced with corrosive-resistant well materials. DBS&A will prepare an engineering drawing and technical specifications suitable for a drilling subcontractor to bid on well rehabilitation activities. Using City front end document templates, DBS&A will prepare and issue bid documents for advertising on the newspaper and online to bid rooms, including attendance at a pre-bid meeting (if applicable), preparation of requests for information (RFIs) and bid addenda, and evaluation of bids. DBS&A will also provide construction management services to document removal of the existing liner and replacement with new materials, and other services as outlined in the Construction Administration section. In the Fee provided in Section 7, DBS&A has assumed a total of 6 days will be required for well rehabilitation activities. Activities to rehabilitate the well may affect design and are recommended early in the project schedule.

#### 3.2 Aquifer Test

A pumping test is required for the second well proposed for connection to the Valley Street Well water system improvements. The scope of work for the pumping test is detailed in the letter to the Central Texas Groundwater Conservation District dated January 29, 2024, which documented the Valley Street Well pumping test. It will include a 10-hour step test followed by a 12-hour constant rate test. The test pump will be capable of flow rates from 100 to 500 gpm, and the pumping test vendor will provide a transducer, flow meter, and water level meter (e-line). Vendor will also provide a power source (generator) to power the pump. DBS&A will coordinate with the City to determine an optimal location to discharge water extracted for the aquifer test. DBS&A assumes that the City will prepare the well for the pump test, including providing suitable access to the well site, removing any existing pump equipment, and disconnecting any existing electric service. DBS&A will assist with coordinating with the vendor but assumes that the City will contract directly with the well vendor for performance of the pumping test. DBS&A will be on-site for the beginning and end of the aquifer test, will analyze the pumping test results, and will summarize findings in a technical memorandum submitted to the City during the preliminary engineering phase.

### 4. ENGINEERING DESIGN

The consulting engineer shall not commence work on this project until given written permission by the City via a Notice to Proceed (NTP). The City shall not be obligated to compensate engineer for any work done prior to the issuance of the NTP. Construction management services are not included in the Engineering Fee, and shall be paid per Schedule of Values on Exhibit “B”, unless negotiated in a separate proposal.

#### 4.1 Survey

The City will hire a surveyor (hereinafter “The Surveyor”) to provide survey for design of this project. The topographic survey is expected to include approximately 7.5 acres situated in the B. B. Castleberry Survey No. 2, Abstract No. 187, in Burnet County, Texas, including right-of-way (ROW) along Valley Street adjacent to the two wells and terminating at Boundary Street. At the time of this proposal, the final location of proposed facilities is not known, so Engineer will confirm that location with the City prior to Surveyor mobilization. Surveyor will provide both a Boundary Retracement Survey and a Topographic Design Survey. DBS&A will coordinate as necessary to discuss requirements in the engineering design that need to be captured by the survey. The design survey will be provided to DBS&A in AutoCAD format for use with engineering design documents, in addition to any other document formats required by the City. The design survey will be provided in both grid and ground coordinates, using a local State Plane coordinate system. A budgetary amount of \$25,000 has been include in the Fee in Section 7 to cover cost of the required design survey.

#### 4.2 Geotechnical Engineering

The City will employ the services of a geotechnical engineering subconsultant to perform field borings and laboratory services and prepare a geotechnical report with recommendations to inform the structural design of the project, including the tank foundation and the building or enclosure for the pump station and chlorination system. The Engineer will coordinate with the City on the scope for geotechnical engineering and directly with the Geotechnical Subconsultant if the City so allows. The geotechnical report will be included in the bid documents for use by prospective bidders in preparing their bids. A budgetary estimate of \$20,000 is shown in the Engineering Fee provided in Section 7 for budgeting purposes; however, DBS&A assumes the City will contract these services directly. The actual scope of work for the geotechnical investigation will be finalized based on the size of the water storage tank and the final location for the proposed water system improvements.

#### 4.3 Preliminary Design

DBS&A will prepare preliminary design for this project and submit to the City for review in the form of a Basis of Design Report. Preliminary design shall be considered a 30% design. The design survey collected under Task 3.2 will be used as base mapping for the construction drawings. This task includes:

1. Prepare project design schedule.
2. Conduct and attend a project kick-off meeting, including preparation and distribution of the meeting agenda and meeting minutes, to discuss the Project work plan including scope, schedule, and coordination.
3. DBS&A will make one site visit for the purpose of familiarizing the design team with the project area and to collect information on how the new wells will operate within the existing water system. DBS&A will collect information, as available from the City, on water demands and water system configuration to determine the design capacity and criteria for the infrastructure to be designed, including the elevation of the hydraulic grade line to which the proposed booster pump station will pump.
4. Prepare preliminary site plans for City review and comment, showing tank, building, fencing, ingress and egress and connections to existing piping.
5. Identify major components that require design. During this phase, Engineer will establish preferred style of pump; preferred manufacturer for pumps, valves, and other equipment; desired pump control; building features, etc. We have assumed for the purposes of this proposal that the building will be temperature-controlled CMU block construction, that the booster pump station will be controlled by a local pressure switch, and that the well will fill the tank based on water level in the tank.
6. Prepare preliminary piping alignments and submit to City for review and discussion.

Engineer has allocated up to twelve (12) hours for meetings (including travel time) with the City, or in representing the City, that are included in the Engineering Services. In the event that this amount of time is exceeded, additional meetings may be billed on an agreed-upon basis.

#### 4.4 Final Design

The Engineer will refine design criteria and recommendations developed during preliminary engineering as necessary to develop final drawings and specifications for this project. The drawings and specifications will define the scope, extent, and character of the work to be performed and furnished by a Contractor. The Engineer will furnish 50%, and 90% drawings and specifications for review by the City and will prepare one final signed and sealed set of bid documents incorporating all comments. The Engineer will conduct meetings with the City to review 50% and 90% deliverables, and the design documents will be revised in accordance with comments and instructions from the City, as appropriate.

Engineer will incorporate the City's drafting standards to the civil design for this project. Engineer shall inform and obtain permission from the City for any deviation to the drafting standards.

The City will assign a project identification number (PID) to this project. The PID should be referenced on all correspondence and invoices pertaining to this project. This number shall also be indicated on the cover page and each subsequent page of the drawings. The City will assign a PID and notify the Engineer of it along with the NTP.

DBS&A will use the topographic survey information provided by the City in pdf and AutoCAD format as base mapping for design. The City will also provide any readily available information required to perform this Scope of Services for on-site and off-site conditions including, but not limited to: above and below ground utilities; easements; property lines; ROW, subdivision layouts, roadways, vegetation, soils/geotechnical information, hydrology/drainage information, etc. Should any additional site survey information be necessary, the City will be responsible for providing this to the Engineer.

The Design Development drawings will be prepared at an approximate 50% level of completion of Construction Documents, and a table of contents for Technical Specifications will be prepared. The 50% design submittal shall include the following:

1. Coordinate schematic design with the City.
2. The Engineer is to assume that all utilities will be made available at the project boundary.
3. Coordinate schedule with the City.
4. Coordinate with the City in the development of a Conceptual Plan in order to identify potential engineering related issues, access issues, or construction phasing issues.
5. Provide the City an updated design and bid schedule.
6. Revise the preliminary construction budget based on the Conceptual Plan.
7. Based upon the survey and additional information provided by the City, the Engineer will prepare an existing condition base map(s) for use in Concept Design, Design Development and Final Construction Documents.
8. Conduct and attend scheduled project meetings with the City's Project Manager. Meetings will be held at monthly intervals or at City's request to report project progress and review project deliverables. Prepare and distribute the meeting agendas and minutes to City's designated individuals in electronic format. It is anticipated that a total of up to 3 meetings will be required.
9. Establish a process and instrumentation diagram (P&ID) for the proposed water system facilities, including any major equipment components, such as booster pumps, well pumps, and the water storage tank.

10. Prepare a draft of the waterline plan and profile drawing(s) showing horizontal alignment in plan view and existing ground in profile view.
11. Improvements to the existing roadway or roadway surface are not included in this design.

The 90% design submittal will include all drawing sheets that comprise the final design. Plan and profile sheets will be updated to show pipe profile, fitting, valves and other appurtenances. Technical specifications will be prepared defining product and installation requirements. No front-end contract documents are included; we assume the City will provide front end documents. DBS&A will prepare an itemized Bid Form and will bid the project, including organize and attend a pre-bid meeting (if applicable), preparation of requests for information (RFIs) and bid addenda, and evaluation of bids.

Engineering scope of services for Final Design shall include the following:

1. Provide engineering design, specifications, estimate and quantities take off for construction of the project.
2. Prepare site grading plan in accordance with the schematic plan. Engineer will analyze provided plan and adjust fit topography and other items not considered during schematic design.
3. Prepare general construction notes, construction details, and other design related information.
4. Due to size of the proposed facilities and proximity to the flood plain, Engineer has assumed that water quality (NPS) and water quantity (retention/detention) features are not required for the project. Consequently, design of water quality and quantity features are excluded from the Engineering Services.
5. Electrical design could include updating the electric service for each of the two proposed water supply wells, and a new electric service for the high service pump station. The final scope of work for electrical design will be confirmed following completion of the aquifer pumping test and Basis of Design Report included in this scope of work, and electrical design will commence following approval of the 50% design submittal. A budgetary amount of \$35,000 has been included to cover electrical design and basic controls, and DBS&A intends to hire a subcontractor for completion of electrical design documents. This includes the three scope items mentioned in this paragraph.
6. Detailed Supervisory Control and Data Acquisition (SCADA) devices and/or programming may require additional fee, depending on the level of effort and coordination with the existing City SCADA vendor. The Electrical Engineer can provide these services, or if required, DBS&A can research and provide a reputable local vendor to coordinate SCADA for the project.

The Engineering Design Services shall be considered complete upon delivery of the construction plans and specifications (the deliverables) to the City. Bid and Construction Administration services are described below. These services can be highly dependent on the level of effort requested from the City. However, DBS&A has included budgetary amounts for both that are believed to be a reasonable estimate to assist with and observe construction of the water facilities included in this scope of work. Services will include submittal review, coordination with bidders or the selected contractor, and up to 15 days of on-site construction observation. Additional details are included in Sections 5 through 7.

If during the scope of the work something unexpected arises that was not accounted for in the preliminary design phase as addressed in the original scope of services, City and Engineer shall negotiate an addendum to the Engineering contract prior to beginning any additional work.

Services NOT specifically included in this scope of work are:

1. Third party survey, architectural, and geotechnical engineering services.
2. Coordination with FEMA and US Army Corps of Engineers.
3. Special Structural designs including large box culverts and bridges.
4. Environmental, biological, historical, and/or archaeological site evaluation services/reports, etc.

**CITY OF BURNET****Valley Street Well  
Water System Improvements**

5. Utility analysis, permitting (except as noted above), any and all other engineering analysis and/or design not provided for directly herein, either expressed or implied.

Regulatory Notification: Following completion of Final Design (100%), Engineer shall submit revision of the Public Water System (PWS) to the Texas Commission on Environmental Quality (TCEQ) Plan and Technical Review Section (PTRS) on behalf of the City, or assist the City in doing so, per the City's direction. DBS&A has included budget to respond to TCEQ comments, if required. If exception requests or other unreasonable TCEQ requests are required, DBS&A will discuss with the City options for the additional permitting work to achieve a cost-effective solution.

**City Responsibility during Design Process**

Arrange meetings with Engineer as needed, and provide all pertinent available data as requested. Make staff available to meet and provide available utility historical background information. Meet with the Engineer at City offices to review design deliverables. Provide timely review of design documents and provide review comments.

**5. BIDDING ASSISTANCE**

Following 90% review, the Engineer will furnish final design and specification documents to city for review and approval. The Engineer shall also review bid documents and comments prepared by the City along with project specifications. The drawings along with the specifications will indicate the scope, extent, and character of the work to be performed and furnished by a Contractor. The Engineer shall incorporate the City of Burnet Standard Specifications (specs) to the extent practical. For items not included in the specs, The Engineer shall incorporate other special standard engineering specifications in the design. The Engineer will also prepare bid documents using forms and format example given by the City.

The Engineer will create/revise the opinion of probable construction cost for the project and advise the City promptly and in writing of any adjustments to construction cost known to the Engineer. Each deliverable will receive an internal quality assurance and quality control review prior to submittal to the City.

The Engineer will respond to bidder questions through the City, and issue addenda as appropriate to clarify the bidding documents, including requests for information (RFIs) and potential revisions to the engineering design documents.

The Engineer will attend one (1) pre-bid meeting with City representatives and the potential bidders. The City is responsible for coordinating and managing the meeting.

The Engineer will prepare the construction contracts and documents for the contractor and City of Burnet to sign. Engineer will review the contract documents on behalf of the City and recommend any changes and confirm with the City their Validity. Engineer will advertise for bids for the work, organize pre-bid conference, bid opening, and award contract to the bidder that provides the best overall value to the City.

**City Responsibility during Bidding Process**

Add to website and social media as practical, receive, and review bid documents. Provide final, written comments for all revisions requested to the Final Construction Documents and the Engineer will provide a response to the comments.



## 6. CONSTRUCTION ADMINISTRATION

The Engineer shall assist the City during construction. These services will be highly dependent on the actual construction schedule implemented by the Contractor. For budgetary purposes, DBS&A has included a total of 15 days of construction observation that will focus on critical elements of construction, such as pump installation, tank construction, burial of water line conveyance, and startup and testing. DBS&A will discuss anticipated days for the Engineer's representative to be on-site after reviewing the construction schedule with the City.

### 6.1 Construction Assistance

The Engineer will consult with the City and act as the City's representative as provided herein. The Engineer will prepare and print up to 1 full and 3 half-sized sets of conformed construction documents. The Engineer will respond to all requests for information (RFI) or other inquiries arising during the construction regarding the design documents. Engineer shall prepare any necessary drawings for recommend change orders and work change directives to the City, as appropriate resulting from needed design clarifications.

Reports, if handwritten, shall be written legibly; typed reports are preferred. Information reported shall reflect to the best of the Engineer's or sub-consultant's knowledge, information and belief, the following: trades at work, approximate manpower, temperature/weather conditions, variations from Contract Documents, defective work, percentage of contract time used compared with percentage of completion of construction, contract completion date, and other meaningful information. Reports for periods when no Work is in progress shall state "No Work in Progress."

Upon receipt from the Contractor of details of deviations from Contract Documents, which have been determined by the Engineer to be comprehensive and generally accurate, Engineer shall produce within thirty (30) days record documents for the City's use. The Engineer cannot and does not warrant the accuracy of the information provided by the Contractor.

### 6.2 Warranty Period Assistance

Under Basic Services, the Engineer shall assist and represent the City through the one-year warranty period on matters involving malfunctions or deficiencies of the Work. The Engineer shall communicate with and assist the Contractor as necessary to correct all deficiencies in a timely manner and to reduce inconvenience to the City during this period. The Engineer agrees to require its sub-consultants (if any) to provide their assistance as necessary during the warranty period.

All warranty period assistance shall be paid per Exhibit "B."

The scope of assistance referenced in this Section shall include, but not be limited to, the following: (1) Notifying the Contractor of deficiencies or failures in labor and materials and requesting corrective action; (2) Preparing correspondence and other written data as necessary to document, clarify, and resolve discrepancies; and (3) Meeting with the Contractor at the Project site or other local places when requested by the City.

The Engineer shall accomplish an on-site review of the Work accompanied by its sub-consultants, if applicable, approximately one month before the one-year anniversary of the date of Substantial Completion.

As a result of this on-site review, he shall prepare a list of items needing correction and request the Contractor to resolve them. After reviewing the Contractor's corrective actions and determining that deficiencies have been corrected, the Engineer shall so notify the City in writing. This notification by the Engineer does not release the Contractor from its responsibilities set forth in the Contract Documents and

**CITY OF BURNET****Valley Street Well  
Water System Improvements**

shall not be construed as an implied or express warranty or representation by the Engineer, that the deficiencies have been corrected or that there are no other deficiencies on the Project.

Additional time for warranty period services shall be considered Additional Services in accordance with the Agreement.

**City Responsibility during Construction Process**

Attend pre-construction conference, construction progress meetings, and walk-through inspection of the work; provide clarifications regarding existing features and work as necessary; operate existing utilities as required to assist Contractor's work; process applications for payment and change orders as needed; provide construction materials testing for the work; and provide on-site inspection of the construction work.

**7. HYDROGEOLOGY AND ENGINEERING FEE**

The Engineer shall provide hydrogeologic services, preliminary engineering, final design, bidding assistance, and/or construction administration services described above for a time and materials fee of **\$197,000**. The following table itemizes the estimated fees for each project task. Where indicated, Engineer assumes that City will contract directly with certain subconsultants. The engineer shall not proceed to the next project phase until a written request is made by the City to the Engineer.

<b>Task</b>	<b>Fee</b>
Phase 1: Hydrogeologic Services	
TCEQ Preliminary Coordination	included
Well Rehabilitation Design and Bidding	\$ 12,000
Well Rehabilitation Construction Observation	\$ 10,000
Pumping Test Observation and Analysis	\$ 9,000
<i>Subtotal</i>	<i>\$ 31,000</i>
Surveying and Geotech	
Surveying (contract with City)	\$ 25,000
Plat for ROW Acquisition	\$ -
Geotech (contract with City)	\$ 20,000
<i>Subtotal</i>	<i>\$ 45,000</i>
Phase 2: Engineering Design	
Preliminary Engineering Design	\$ 15,000
TCEQ Permitting	included
Final Engineering Design	\$ 55,000
Structural Design	\$ 16,000
Electrical Design	\$ 35,000
<i>Subtotal</i>	<i>\$ 121,000</i>
Phase 3: Bid and Construction Assistance	
Bidding	\$ 12,000
Construction Administration	\$ 33,000
<i>Subtotal</i>	<i>\$ 45,000</i>
<b>Total DBS&amp;A Contract</b>	<b>\$ 197,000</b>
Total Hydrogeology and Engineering Cost	\$ 242,000

After the Notice to Proceed design is issued, this project shall have an 8-month project duration, which includes 2 months for well rehabilitation and aquifer testing, and 6 months for design. When the City is

**CITY OF BURNET****Valley Street Well  
Water System Improvements**

ready to implement the Project Manual, DBS&A assumes that 2 months will be required for the bidding process and another 6 months to construct the project.

Proposed hydrogeologic services for well rehabilitation and aquifer testing, as detailed above, will require the services of a licensed drilling, well installation, and pump contractor. These costs could be itemized and paid by the City separately or bid together as one package. The costs are summarized here for budgeting purposes only and should not be considered a final estimate to complete a future scope of work. Design documents will need to be compiled for subcontractors to bid the work.

<b>Subcontractor Task</b>	<b>Fee</b>
Hydrogeologic Services	
Valley Street Well Liner Removal	\$ 25,000
Valley Street Well Liner Replacement	\$ 125,000
Pumping Test	\$ 25,000
<b>Total Subcontractor Cost</b>	<b>\$ 175,000</b>

Items not included in this work but are available from the Engineer at an hourly rate are:

1. Services related to construction materials testing.
2. Coordination with nearby property owners and/or public.
3. Survey, construction staking, off site utility and streetlight, environmental studies, traffic control plan, and aerial survey.

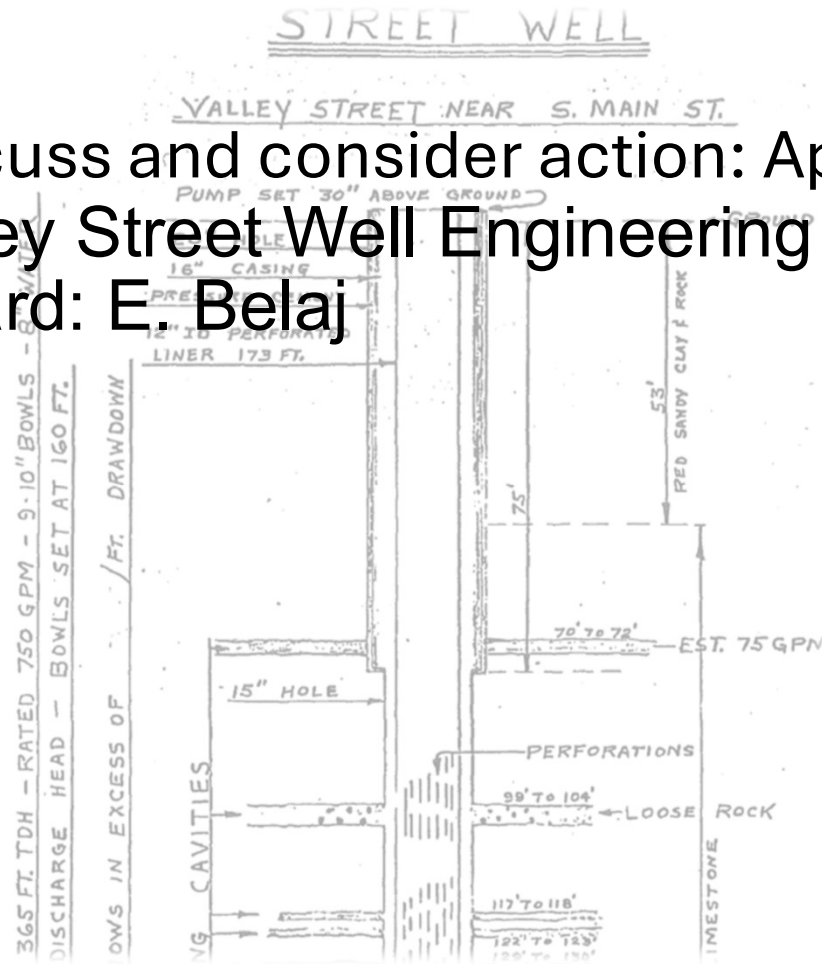


City Council  
Regular Meeting

March 11, 2025

## Valley St. Well Engineering Contract

Discuss and consider action: Approval of  
Valley Street Well Engineering Contract  
Award: E. Belaj





## Information



City needs an additional reliable groundwater source.



Valley Street Water Well previously used as a water supply.



Tests: 1000 gallons per minute.



Engineering and Construction is needed to bring this well into production.





## Anticipated Improvements







## Anticipated Improvements

- Remove and reinstall well casing.
- Reconstruct electrical and install adequately sized pump.
- Install chemical system
- Pump Station and Storage Tank(s)
- Water Line to connect to distribution system





**\$2MM to \$3MM**

## Overall Engineering Cost

- Engineering \$197K
  - Includes Bidding & Permitting
- Surveying, Geotechnical, Etc.: \$45,000
- Other related improvements: \$175,000
  - This includes remove and replace casing, cleaning the well
  - Other well services to maximize production
  - This related service(s) is needed to complete design.
- Surveying, Geotechnical, Etc.: \$45,000
- Water Treatment \$1.8MM
  - Includes Pumps, chemical, water storage
- Resiliency Components: \$650K
  - Second ground tank, testing lab and storage, etc.
- Contingency: 25% or approx. \$500K.





# Questions?

- **Recommendation**

- Staff recommends approval of the Valley Well Engineering Contract with DBSA and authorize the City Manager to execute the contract.

