



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, October 22, 2024 at 6:00 PM

Notice is hereby given that a **Regular City Council Meeting** will be held by the governing body of the City of Burnet on **Tuesday, October 22, 2024** at 6:00 PM in the City of Burnet Council Chambers located at 2402 S. Water Street (Hwy 281 South, Burnet Municipal Airport) Burnet, TX.

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

The following subjects will be discussed, to wit:

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

1. CALL TO ORDER:

2. ROLL CALL:

3. INVOCATION:

4. PLEDGES (US & TEXAS):

5. SPECIAL REPORTS/RECOGNITION:

1. Burnet PD Quarterly Report: B. Lee

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 September 24, 2024 Regular Meeting Minutes

7. PUBLIC HEARINGS/ACTION:

1. Public hearing and action: Ordinance No. 2024-45: L. Kimbler

1. Staff Presentation

2. Public Hearing

3. Discuss and consider action

2. Public hearing and action: Ordinance No. 2024-44: L. Kimbler

1. Staff Presentation

2. Public Hearing

3. Discuss and consider action

8. ACTION ITEMS:

1. Discuss and consider: Direction to staff regarding possible revisions to Section 118-19 of the Code of Ordinances including the process and rules for changing zoning classifications: D. Vaughn

2. Discuss and consider action: Ordinance No. 2024-43: B. Lee

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, ESTABLISHING NEW SPEED LIMITS ON STATE HIGHWAY 29 IN THE CITY LIMITS OF THE CITY OF BURNET, PROVIDING FOR A PENALTY NOT TO EXCEED TWO HUNDRED DOLLARS (\$200.00); AND PROVIDING AN EFFECTIVE DATE

3. Discuss and consider action: Approval of Resolution R2024-74: M. Ingram

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE PURCHASE OF FOUR (4) HAMILTON-T1 TRANSPORT VENTILATORS FOR THE FIRE DEPARTMENT AND APPROVING THE EXPENDITURE OF SIXTY-FOUR THOUSAND DOLLARS (\$64,000)

4. Discuss and consider action: Approval and authorization to enter into an interlocal agreement with the City of Marble Falls for the use of Cellebrite software for mobile phone forensics: B. Lee

5. Discuss and consider action: Resolution R2024-79 L. Kimbler

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, PRELIMINARILY ACCEPTING PUBLIC STREET, WATER, AND ELECTRICAL IMPROVEMENTS CONSTRUCTED WITHIN THE CREEKFALL SUBDIVISION, PHASES 1 AND 2; AND APPROVING A WARRANTY BOND TO ASSURE THE MAINTENANCE OF THE INFRASTRUCTURE IMPROVEMENTS

6. Discuss and consider action: Resolution R2024-81 L. Kimbler

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE REIMBURSEMENT TO JADE DEVELOPMENT, LLC FOR THE CITY'S PARTICIPATION FOR THE OVERSIZING OF THE WATER LINE TO SERVE THE CREEKFALL SUBDIVISION, PHASES 1 AND 2

7. Discuss and consider action: Approval and authorization to purchase vehicles for Code Enforcement, Fire Department, Electric Department, Water/Wastewater Department, and Streets Department: B. Lee

8. Discuss and consider action: Resolution No. R2024-80: E. Belaj

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, CALLING FOR A PUBLIC HEARING TO CONSIDER AMENDMENTS TO THE CITY'S IMPACT FEE

9. Discuss and consider action: Resolution No. R2024-76: D. Vaughn

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, DECLARING THE TERMINATION OF A LICENSE AGREEMENT BETWEEN THE CITY OF BURNET AND DUSTIN ORMAN, AND AUTHORIZING FURTHER ACTIONS IN RESPONSE TO THE LICENSE DEFAULT

10. Discuss and consider action: Resolution No. R2024-77: P. Langford/H. Sutton

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE CITY MANAGER TO TERMINATE THE CONTRACTS BETWEEN THE CITY AND PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P. FOR COLLECTION SERVICES

11. Discuss and consider action: Resolution No. R2024-78: P. Langford/H. Sutton

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING AND AUTHORIZING A CONTRACT WITH McCREARY, VESELKA, BRAGG, AND ALLEN, P.C. AND MVBA, LLC dba ACCOUNTS RECEIVABLE COLLECTIONS GROUP FOR COLLECTION SERVICES

12. Discuss and consider action: Approval of a Change Order to add McNeil area to the current paving project RFP 2024-004: E. Belaj

13. Discuss and consider action: Approval and authorization to replace the current Sig P320 Pro model handgun with the Staccato P as the Burnet Police Duty Weapon: B. Lee

14. Discuss and consider action: Approval of an agreement with CivicPlus to upgrade and refresh the City of Burnet and Burnet Economic Development Corporation websites: K. McBurnett

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 18th day of October 2024

CITY OF BURNET

GARY WIDEMAN, MAYOR

I, the undersigned authority, do hereby certify that the above NOTICE OF MEETING of the governing body of the above named City, BURNET, is a true and correct copy of said NOTICE and that I posted a true and correct copy of said NOTICE on the bulletin board, in the City Hall of said City, BURNET, TEXAS, a place convenient and readily accessible to the general public at all times, and said NOTICE was posted on October 18, 2024 at or before 6 o'clock p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

Maria Gonzales, City Secretary

NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS:

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

RIGHT TO ENTER INTO EXECUTIVE SESSION:

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

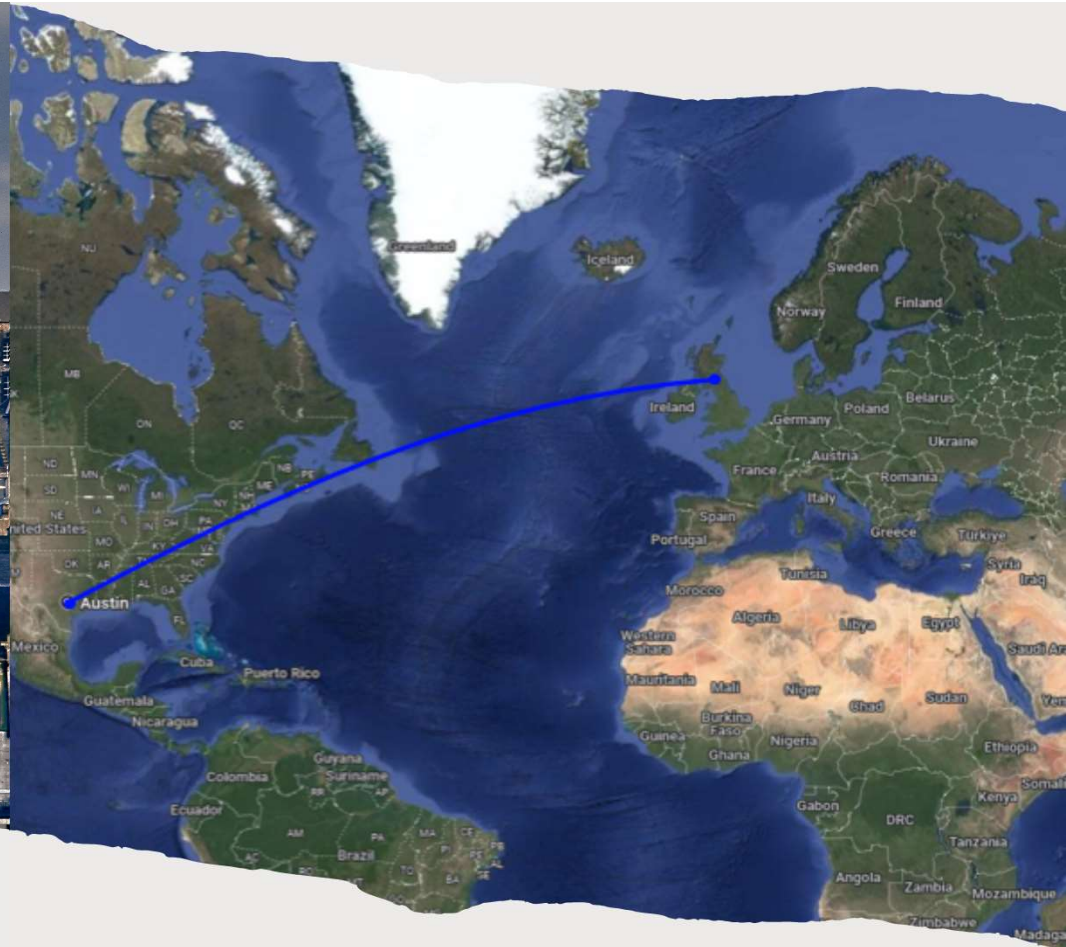


BPD Quarterly Statistics

July – Sep 2024

- CFS 1,762
- Traffic Stops 1,890
- Arrests 119
- Citations 187
- Warnings 1,328
- Reports 194
- CID assigned cases 19
- Close Patrols and Security Checks 3,910





UK Memorial Police Week

Austin to Scotland



United Kingdom Police Memorial Week



THIS CENOTAPH AND SURROUNDING
AREA IS DEDICATED TO THE MEMORY
OF THOSE WHO GAVE THEIR LIVES
FOR THEIR COUNTRY.

PLEASE RESPECT IT AND REFRAIN



Ceremony Preparation

- Sgt. Besancon and Sgt. Edwards prepare to attend the UK Peace Officer Memorial ceremonies.
- Formal ceremony where agencies across the UK assemble to recognize officers who lost their life in the line of duty similar to our police week in the United States.





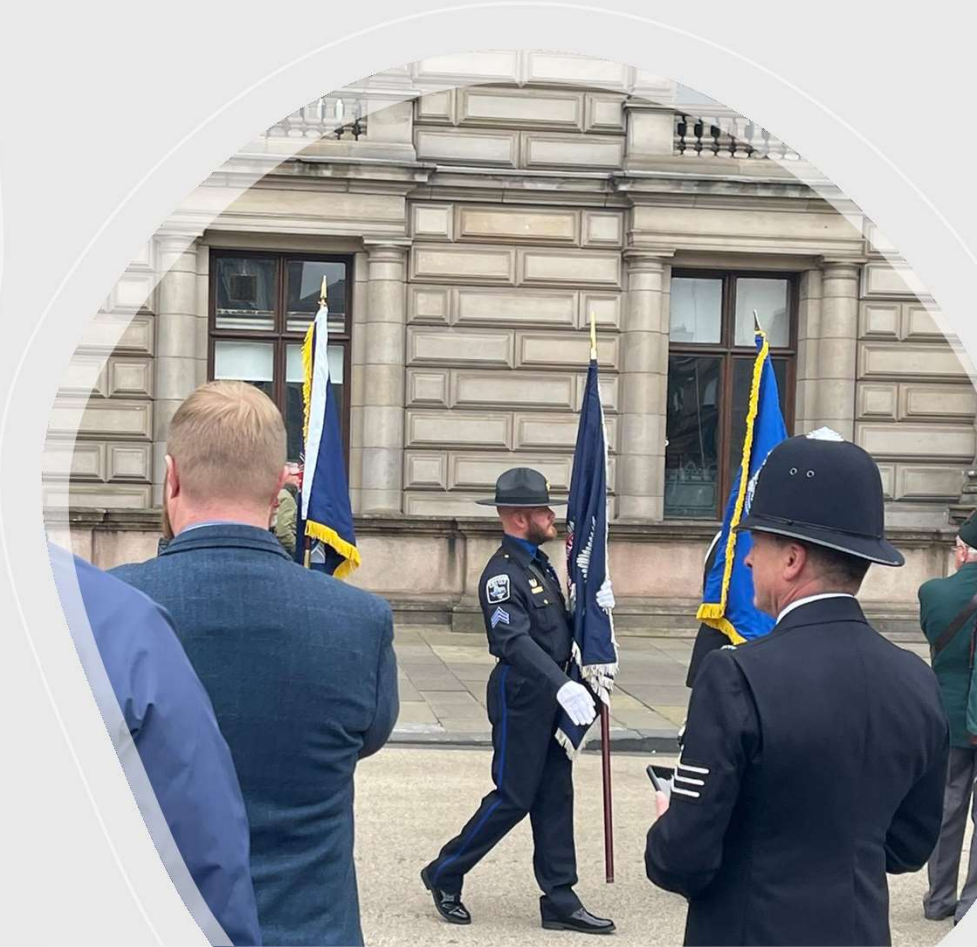
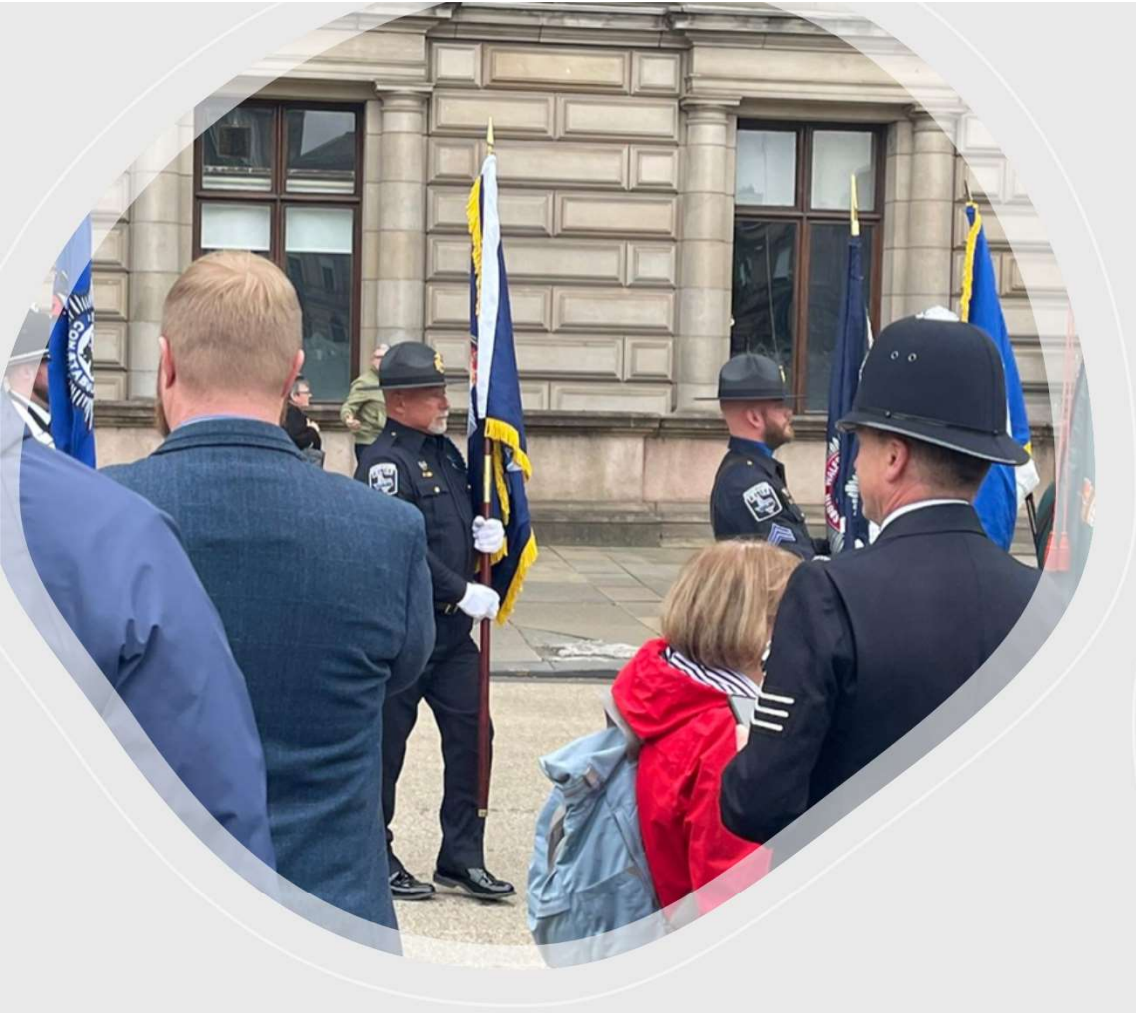
Ceremony Preparation

- Sgt. Besancon and Sgt. Edwards learn that they are not only there for the ceremony they have become part of the ceremony.

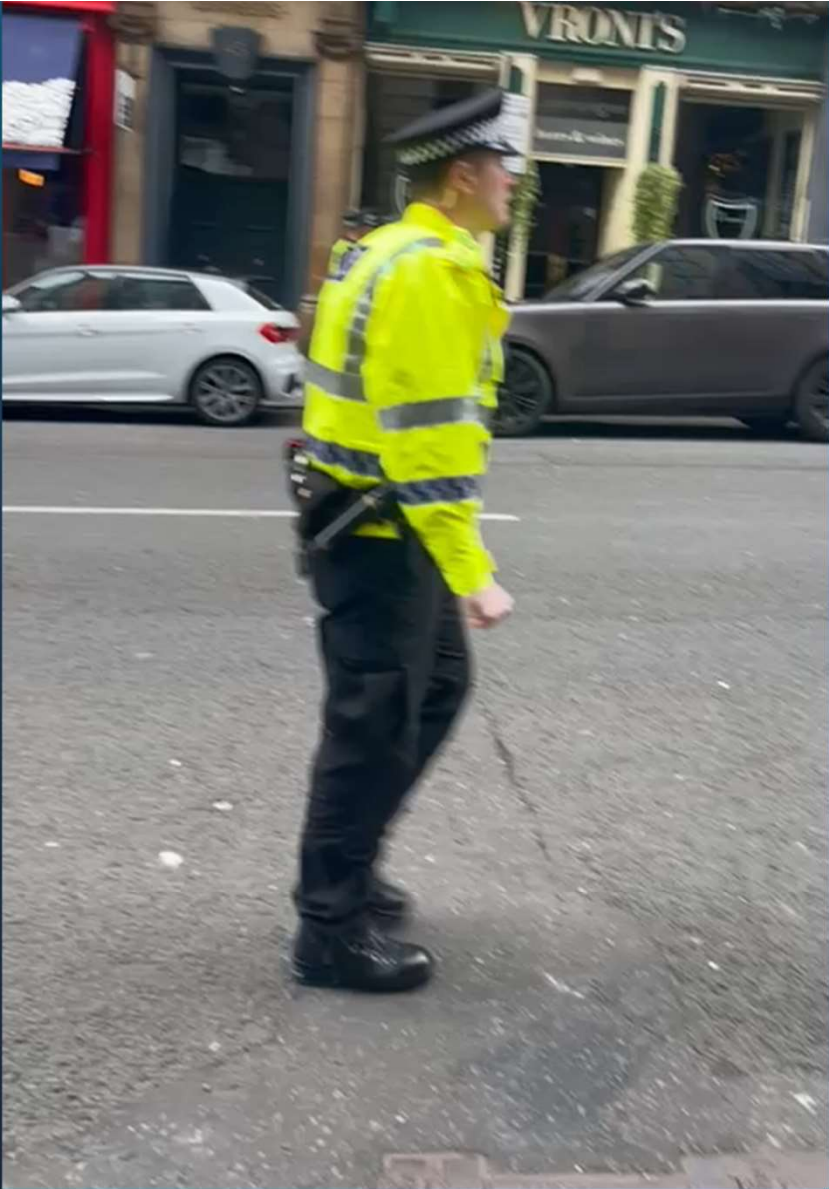
ITEM 5-1.

Assembled for the parade leading into the ceremony





ITEM 5-1.





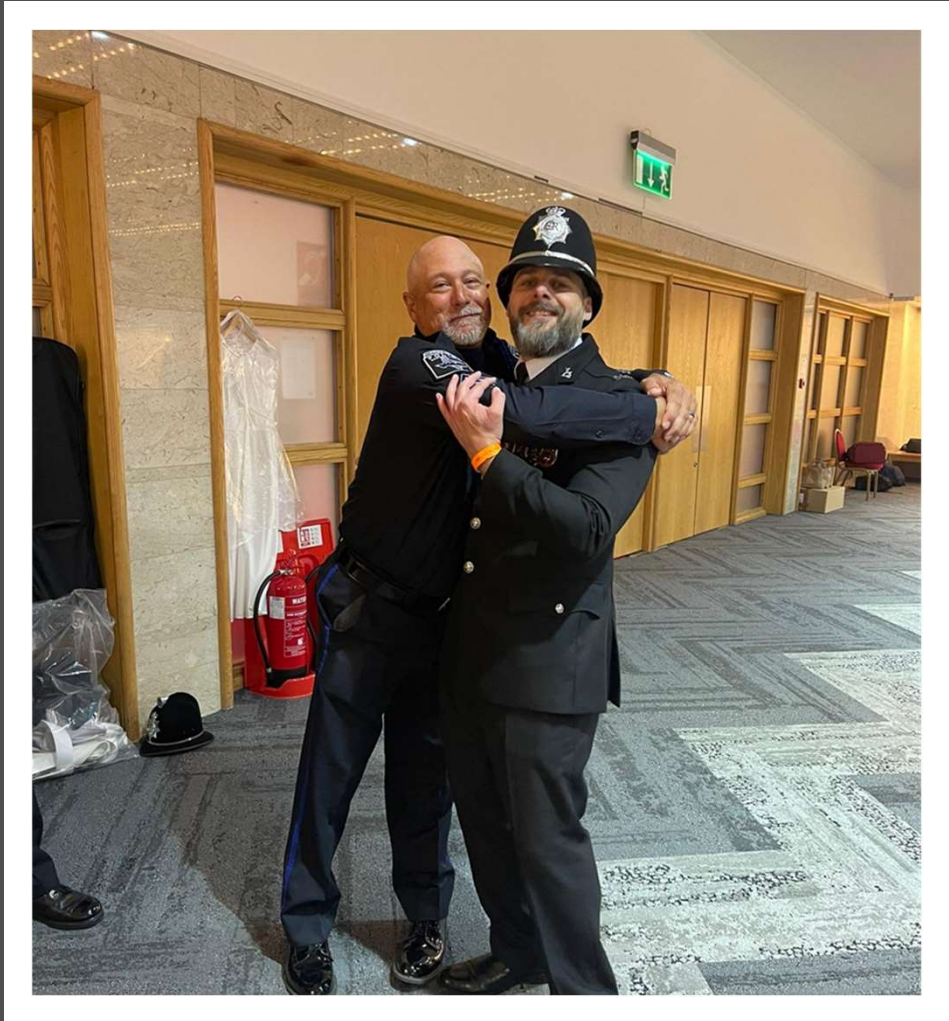






- Sgt. Besancon and Sgt. Edwards had the honor of meeting Yvette Cooper the Secretary of State for the Home Department of the United Kingdom. Her duties include the National Security Council of the UK and oversight of the Security Service.





ITEM 5-1.



Questions?



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

On this the 24th day of September 2024, the City Council of the City of Burnet convened in Regular Session, at 6:00 p.m. in the City of Burnet Council Chambers, located at 2402 S. Water, Burnet, TX thereof with the following members present, to-wit:

- Mayor Gary Wideman
- Council Members Cindia Talamantez, Tommy Gaut, Philip Thurman, Tres Clinton, Joyce Laudenschlager, Ricky Langley
- City Manager David Vaughn
- City Secretary Maria Gonzales
- Guests: Haley Archer, Eric Belaj, Angie Beyer, Adrienne Feild, Mark Ingram, Leslie Kimbler, Patricia Langford, Brian Lee, Keith McBurnett, Thad Mercer, Tony Nash, Andrew Scott, Elizabeth De Los Santos, Ken & Beverly Graham

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

INVOCATION: Led by Mayor Gary Wideman

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

Special Reports/Recognition

5.1) August Financial Report FY 2024/25: P. Langford: Director of Finance, Patricia Langford, presented the monthly financial report for August. The City’s cash reserves are doing well, with a balance of approximately \$2.4 million dollars. The general, golf, electric, and water/wastewater funds are all performing well, with actual profits exceeding budgeted expectations for each. The airport is also generating higher-than-anticipated revenues, primarily due to RAMP grants. With these grants, the airport is able to use the funds for maintenance and small projects.

CONSENT AGENDA:

6.1) Approval of the September 10, 2024, City Council Regular Meeting Minutes

6.2) Approval of an Interlocal Funding Agreement with the:

- a. Burnet County Herman Brown Free Library for utility assistance and program funding
- b. Burnet County Heritage Society for utility assistance
- c. Capital Area Rural Transportation System (CARTS) for program funding assistance
- d. Opportunities for Williamson and Burnet Counties, Inc. (OWBC) Senior Nutrition program funding
- e. Hill Country Children’s Advocacy Center for utility assistance and program funding
- f. Boys and Girls Club of Highland Lakes Inc., for utility assistance and program funding
- g. Hill Country Community Foundation for utility assistance
- h. LACare, Lakes Area Care, Inc., for utility assistance
- i. Burnet County Child Welfare Board for program funding
- j. CASA for the Highland Lakes program funding
- k. Hill Country Smiles for program funding
- l. Hill Country Humane Society for program funding

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

PUBLIC HEARINGS/ACTION: None.

ACTION ITEMS:

8.1) Discuss and consider action: Approval and authorization to purchase a bunker and field rake machine: T. Mercer: Council Member Tommy Gaut moved to approve the authorization to purchase a bunker and field rake as presented. Council Member Tres Clinton seconded the motion. The motion carried unanimously.

8.2) Discuss and consider action: Approval of service orders with McCord Engineering for electrical system mapping: E. Belaj: Council Member Ricky Langley made a motion to approve the service orders as presented. Council Member Joyce Laudenschlager seconded. The motion carried unanimously.

8.3) Discuss and consider action: Approval and authorization to renew a contract with the Hill Country Humane Society: B. Lee: Council Member Tommy Gaut made a motion to approve the contract renewal with the Hill Country Humane Society as presented. Council Member Philip Thurman seconded the motion. The motion carried unanimously.

8.4) Discuss and consider action: Approval and authorization to purchase a mini excavator: T. Mercer: Council Member Joyce Laudenschlager made a motion to approve and authorize the purchase of a mini excavator as presented. Council Member Tres Clinton seconded the motion. The motion carried unanimously.

8.5) Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AUTHORIZING THE USE OF COUNCIL RESTRICTED FUNDS TO SUPPLEMENT THE PURCHASE OF EQUIPMENT FOR THE CITY'S FIRE, STREET AND WATER DEPARTMENTS: P. Langford: Council Member Philip Thurman made a motion to approve Resolution R2024-70 as presented. Council Member Tommy Gaut seconded. The motion carried unanimously.

8.6) Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A VENDOR AGREEMENT BETWEEN THE CITY OF BURNET AND OPPORTUNITIES FOR WILLIAMSON AND BURNET COUNTIES TO PROVIDE AN ENERGY ASSISTANCE PROGRAM FOR ELIGIBLE LOW-INCOME CLIENTS: P. Langford: Council Member Philip Thurman made a motion to approve Resolution R2024-71 as presented. Council Member Ricky Langley seconded the motion. The motion carried unanimously.

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

Feild: Council Member Philip Thurman made a motion to approve Resolution R2024-72 as presented. Council Member Cindia Talamantez seconded. The motion carried unanimously.

8.8) Discuss and consider action: AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING THE CITY CODE OF ORDINANCES SECTION 74-38 ENTITLED “GOLF COURSE RATES”; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE: D. Vaughn: City of Burnet Citizen, Kenneth Graham, spoke in opposition of the ordinance. He would prefer discounts on green fees. Council Member Ricky Langley made a motion to approve Ordinance 2024-42 as presented. Council Member Philip Thurman seconded the motion. The motion carried unanimously.

8.9) Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE PURCHASE OF APPROXIMATELY 4.39 ACRES OF LAND LOCATED ON EAST VALLEY STREET LEGALLY DESCRIBED AS 4.39 ACRES OUT OF THE ABS A0187 B.B. CASTLEBERRY SURVEY BURNET COUNTY, TEXAS, AND AUTHORIZING THE MAYOR TO EXECUTE THE PROPERTY CONTRACT: D. Vaughn: Council Member Philip Thurman made a motion to approve Resolution R2024-69 as presented. The motion was seconded by Council Member Joyce Laudenschlager. The motion passed unanimously.

8.10) Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH FIRST BAPTIST CHURCH OF BURNET FOR RELOCATION OF UTILITIES AND COMMUNICATIONS WIRING: D. Vaughn: Council Member Ricky Langley made a motion to approve Resolution R2024-73 as presented. Council Member Philip Thurman seconded the motion. The motion carried unanimously.

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

ADJOURN: There being no further business, a motion to adjourn was made by Mayor Gary Wideman at 7:11 p.m. Council Member Joyce Laudenschlager seconded. The motion carried unanimously.

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary



Item Brief

Meeting Date

October 22, 2024

Agenda Item

Public hearing and action: Ordinance No. 2024-45: 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 101 S PIERCE STREET FROM THE PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1”; 102 S VANDEVEER STREET FROM THE PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1”; 108 S VANDEVEER STREET FROM THE PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1”; 203 E WASHINGTON STREET FROM THE PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1”; 218 E JACKSON STREET FROM THE PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1”; AND 404 E JACKSON STREET FROM MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1”

Information

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

As part of an ongoing effort to clean up the zoning map and ensure each property is zoned appropriately for both the property’s use and the surrounding area, staff is bringing this request forward for consideration.

Written notices were mailed to 20 surrounding property owners within 200 feet of the subject property. There have been no responses in favor and no responses in opposition.

P&Z Report

The Planning and Zoning Commission met on Monday, October 7th, and did recommend approval of Ordinance 2024-45 as presented.

Recommendation

Open the public hearing.

Discuss and consider Ordinance No. 2024-45.

Exhibit A – Location and Current Zoning

101 S PIERCE ST., 102 S VANDEVEER ST., 108 S VANDEVEER ST.,
203 E WASHINGTON ST., 218 E JACKSON ST., and 404 E JACKSON ST



ORDINANCE NO. 2024-45

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 101 S PIERCE STREET FROM THE PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1”; 102 S VANDEVEER STREET FROM THE PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1”; 108 S VANDEVEER STREET FROM THE PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1”; 203 E WASHINGTON STREET FROM THE PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1”; 218 E JACKSON STREET FROM THE PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1”; AND 404 E JACKSON STREET FROM THE PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1”; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

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

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

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

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

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

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

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

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

Section Two. Property. The Property that is the subject to this Zoning District Reclassification is 101 S PIECE STREET (LEGAL DESCRIPTION: LOT 4, BLK 13, PETER KERR PORTION) as shown on **Exhibit “A”** hereto.

Section Three. Zoning District Reclassification. Light Commercial – District “C-1” Zoning District Classification is hereby assigned to the Property described in section two.

Section Four. Property. The Property that is the subject to this Zoning District Reclassification is 102 S VANDEVEER STREET (LEGAL DESCRIPTION: LOT 1, BLK 13, PETER KERR PORTION) as shown on **Exhibit “B”** hereto.

Section Five. Zoning District Reclassification. Light Commercial – District “C-1” Zoning District Classification is hereby assigned to the Property described in section four.

Section Six. Property. The Property that is the subject to this Zoning District Reclassification is 108 S VANDEVEER STREET (LEGAL DESCRIPTION: LOT 2 AND PART OF LOT 3, BLK 13) as shown on **Exhibit “C”** hereto.

Section Seven. Zoning District Reclassification. Light Commercial – District “C-1” Zoning District Classification is hereby assigned to the Property described in section six.

Section Eight. Property. The Property that is the subject to this Zoning District Reclassification is 203 E WASHINGTON STREET (LEGAL DESCRIPTION: LOT 1, LESS WEST 10 FEET, BLK 7) as shown on **Exhibit “D”** hereto.

Section Nine. Zoning District Reclassification. Light Commercial – District “C-1” Zoning District Classification is hereby assigned to the Property described in section eight.

Section Ten. Property. The Property that is the subject to this Zoning District Reclassification is 218 E JACKSON STREET (LEGAL DESCRIPTION: LOT 2, LESS WEST 10 FEET, BLK 7) as shown on **Exhibit “E”** hereto.

Section Eleven. Zoning District Reclassification. Light Commercial – District “C-1” Zoning District Classification is hereby assigned to the Property described in section ten.

Section Twelve. Property. The Property that is the subject to this Zoning District Reclassification is 404 E JACKSON STREET as shown on **Exhibit “F”** hereto.

Section Thirteen. Zoning District Reclassification. Light Commercial – District “C-1” Zoning District Classification is hereby assigned to the Property described in section twelve.

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

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

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

PASSED AND APPROVED on this the 22nd day of October 2024

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary

Exhibit "A"
Location Map
101 S PIERCE ST



Exhibit "B"
Location Map
102 S VANDEVEER ST

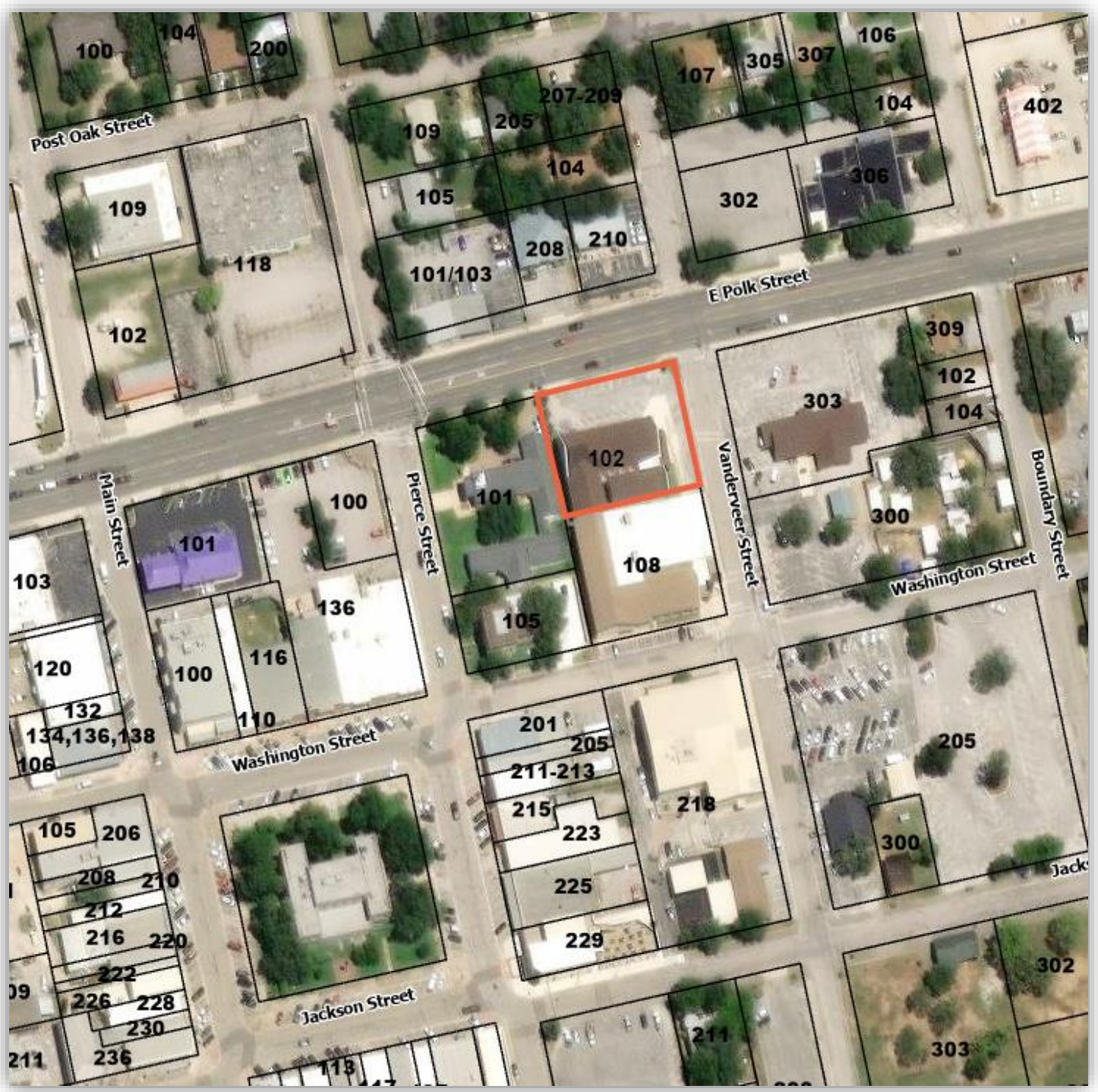


Exhibit "C"
Location Map
108 S VANDEVEER ST

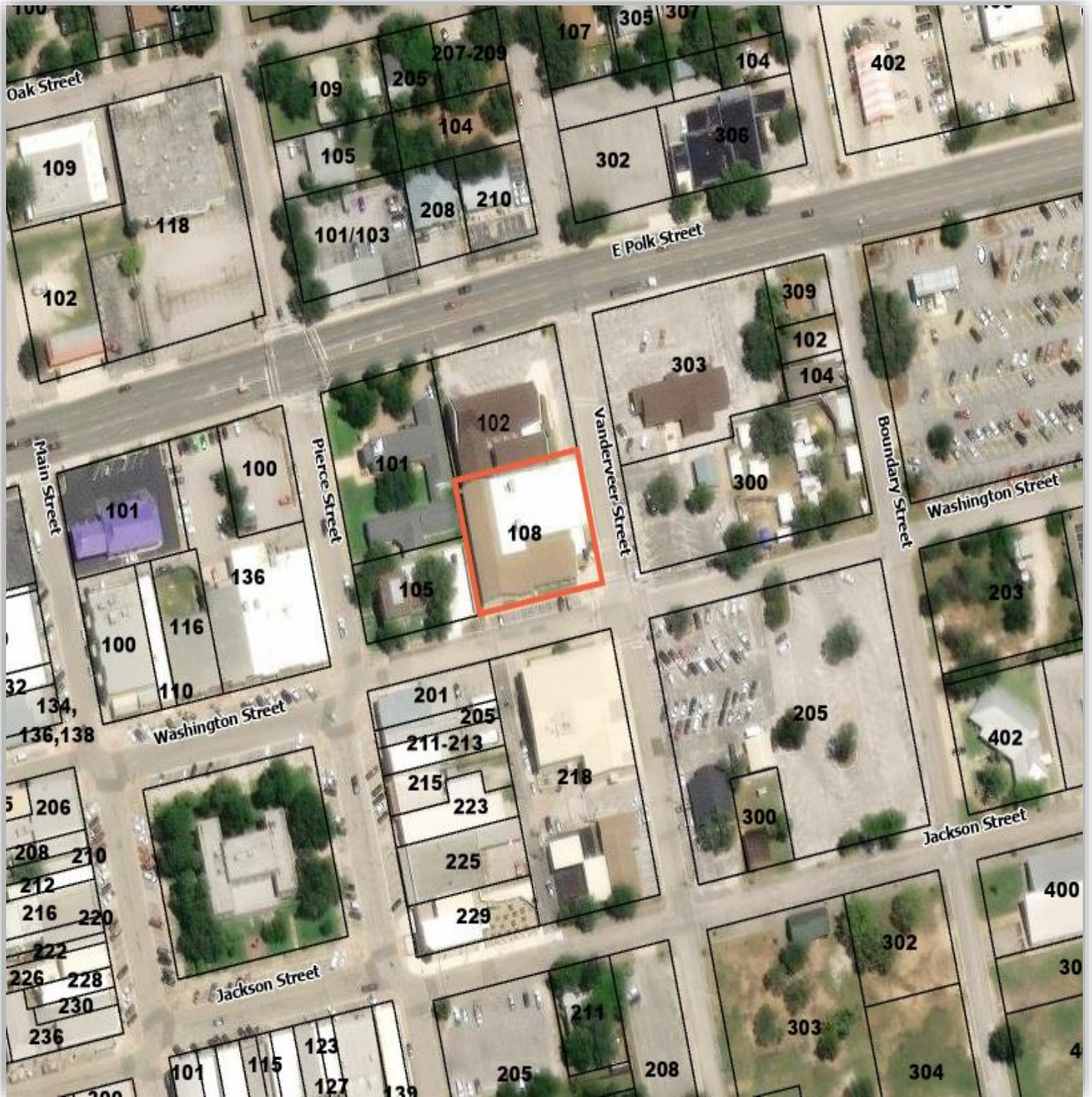


Exhibit "D"
Location Map
203 E WASHINGTON ST

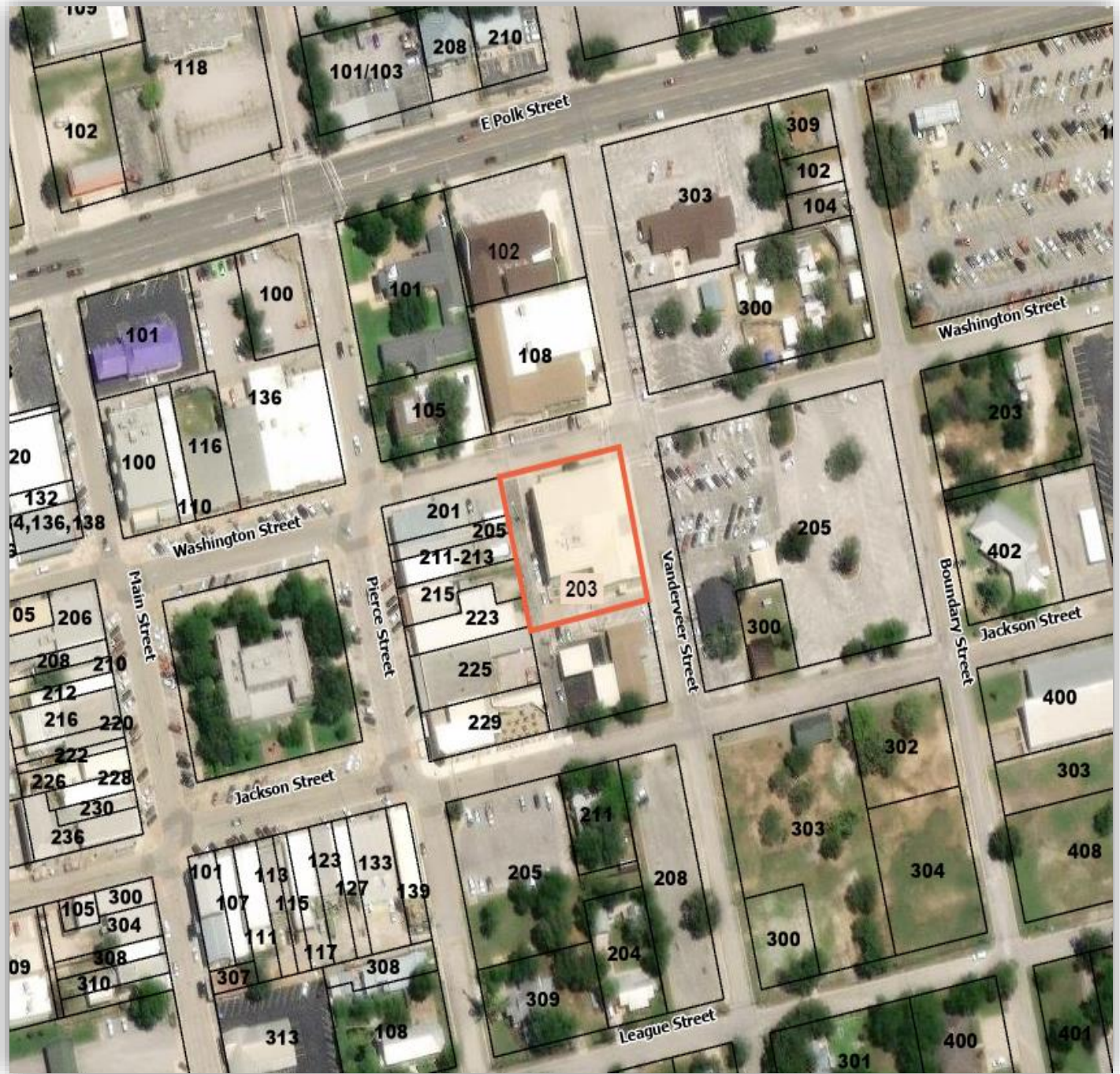


Exhibit "E"
Location Map
218 E JACKSON ST

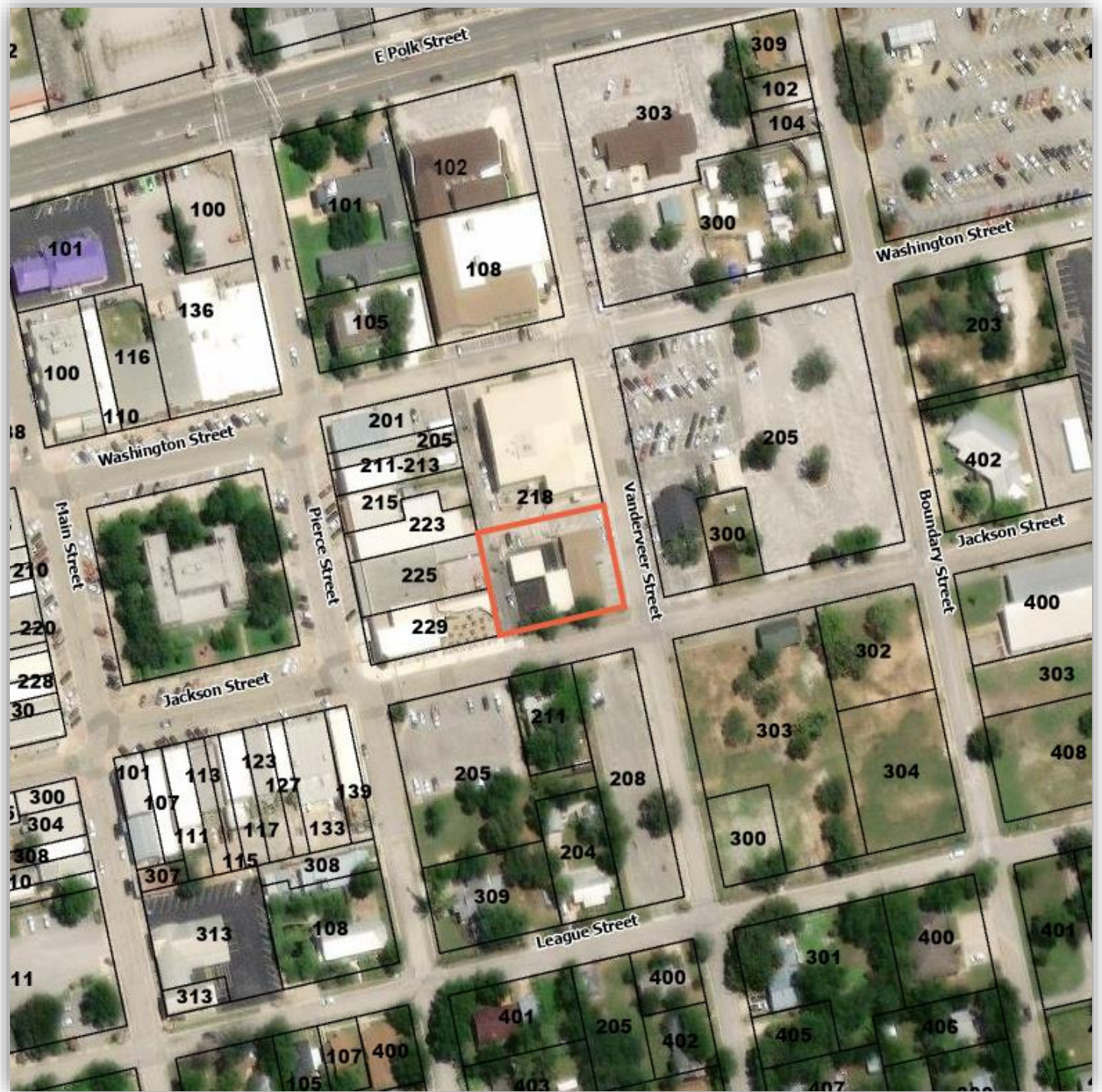


Exhibit "F"
Location Map
404 E JACKSON ST



Public hearing and action:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY REZONING PROPERTY KNOWN AS 101 S PIERCE STREET FROM THE PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1”; 102 S VANDEVEER STREET FROM THE PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1”; 108 S VANDEVEER STREET FROM THE PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1”; 203 E WASHINGTON STREET FROM THE PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1”; 218 E JACKSON STREET FROM THE PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1”; AND 404 E JACKSON STREET FROM THE PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1”





ITEM 7-1.

CITY-INITIATED REQUEST

101 S PIERCE ST., 102 S VANDEVEER ST.,
108 S VANDEVEER ST.,
203 E WASHINGTON ST.,
218 E JACKSON ST.,
and 404 E JACKSON ST

CURRENT ZONING
MEDIUM COMMERCIAL – DISTRICT “C-2”
AND RESIDENTIAL – DISTRICT “R-1”

PROPOSED ZONING
LIGHT COMMERCIAL DISTRICT “C-1”

BACKGROUND & INFORMATION:

In the continued effort to clean up the zoning map to ensure each property is zoned appropriately for the use of the property as well as the surrounding area.



ITEM 7-1.



P&Z Report:

P&Z met on Oct. 7th and did recommend approval of Ord. No. 2024-45 as presented.

Public Notification:

Notices were mailed to 20 surrounding property owners. Zero responses have been received in favor or opposition





Open public hearing

Discuss and consider the
draft ordinance

Ordinance #2024-45



Item Brief

Meeting Date

October 22, 2024

Agenda Item

Public hearing and action: Ordinance No. 2024-44: 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 299.86 (+/-) ACRES OF PROPERTY PREVIOUSLY KNOWN AS THE RANCH AT DELAWARE CREEK SUBDIVISION AND ASSIGNING THE DESIGNATIONS OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1”, DUPLEX – DISTRICT “R-2”, AND HEAVY COMMERCIAL – DISTRICT “C-3”

Information

In 2004, a Planned Unit Development to be known as “The Ranch at Delaware Creek Subdivision” was approved by City Council (Exhibit A). The developer proposed a multi-phased subdivision with a mixture of single-family lots, multi-family lots, and commercial lots. Although this development was being referred to as a “Planned Unit Development” (PUD) this expression was being used to boost the multiple zoning features of the proposed development and not as actual “PUD” zoning for the properties. Due to the use of the “PUD” terminology, the City’s zoning map ultimately reflected such (Exhibit B). After recent discussions, it was decided that the intent behind the “PUD” was not applied appropriately and therefore should be removed to avoid creating any confusion with property owners and any future development of the property.

This request is a City-initiated request to rezone all the properties within the previously approved “The Ranch at Delaware Creek Subdivision” with the base zoning that was intended for the development at the time of approval.

Written notices were mailed to 126 surrounding property owners within 200 feet of the subject property. There have been two written responses in opposition to the request.

P&Z Report

The Planning and Zoning Commission met on Monday, October 7th, and did recommend approval of Ordinance 2024-44 as presented.

Recommendation

Open the public hearing.

ITEM 7-2.

Discuss and consider Ordinance No. 2024-44.

Exhibit A – The Ranch at Delaware Creek PUD 2004

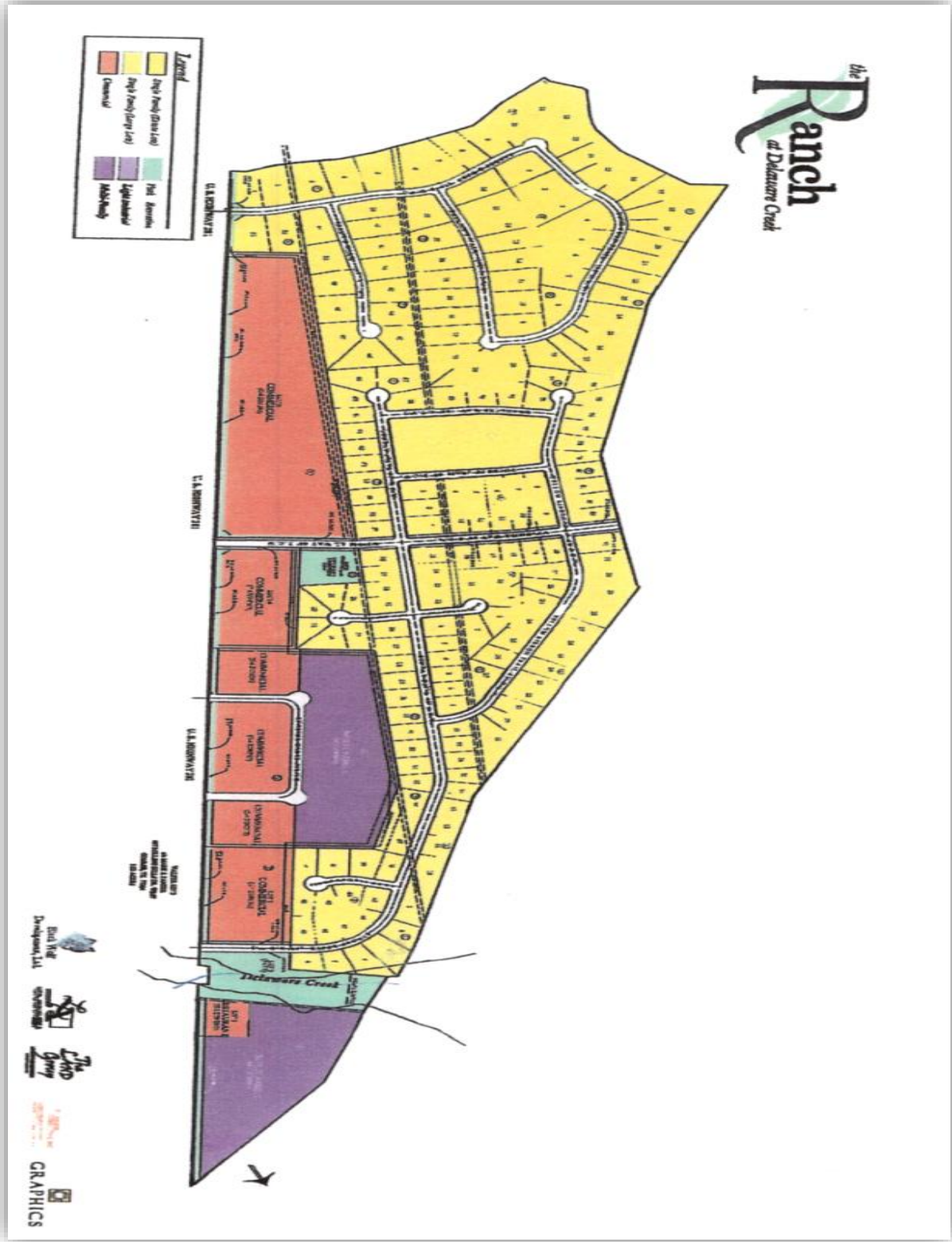
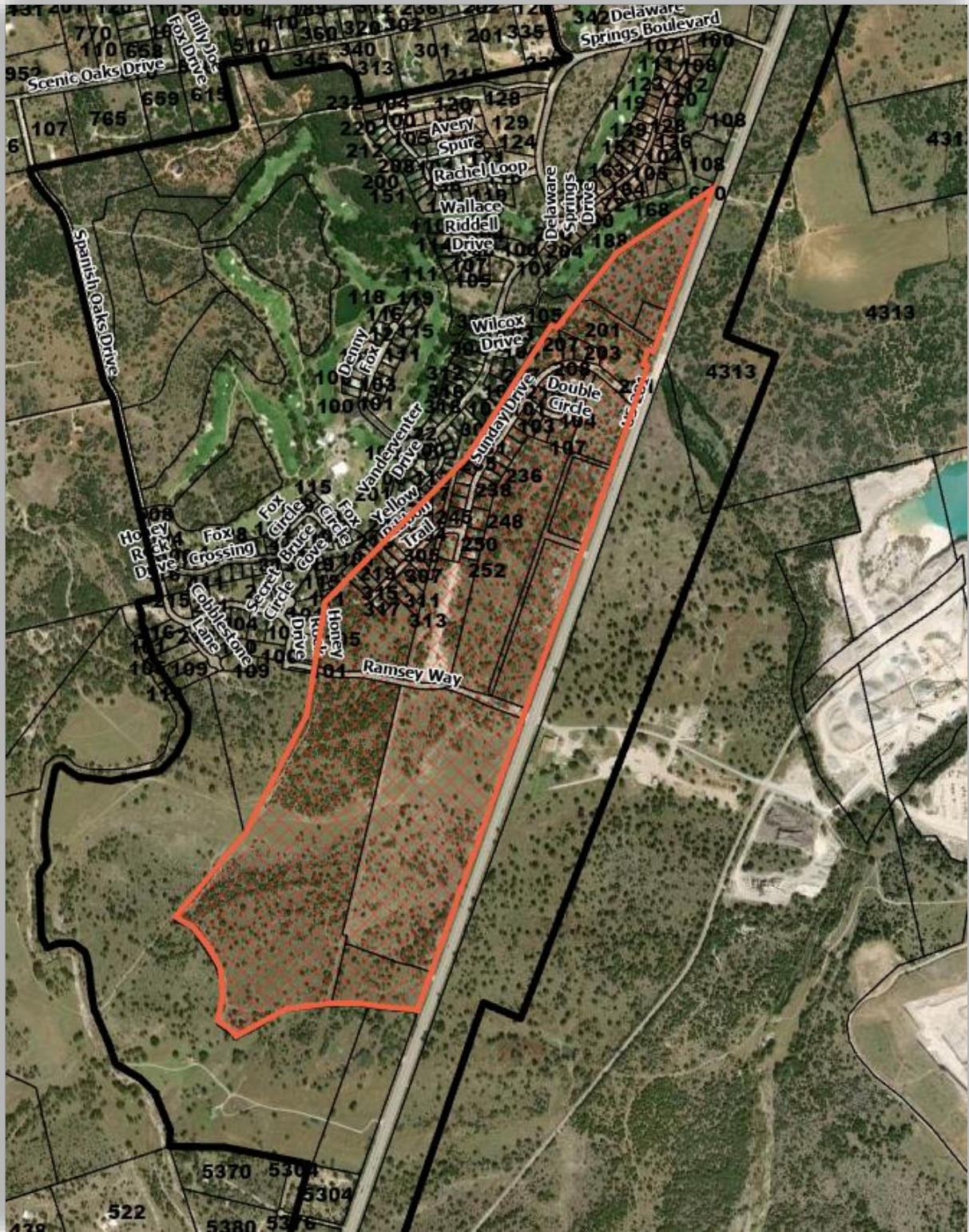


Exhibit B – Location and Current Zoning



ORDINANCE NO. 2024-44

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 299.86 (+/-) ACRES OF PROPERTY PREVIOUSLY KNOWN AS THE RANCH AT DELAWARE CREEK SUBDIVISION AND ASSIGNING THE DESIGNATIONS OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1”, DUPLEX – DISTRICT “R-2”, AND HEAVY COMMERCIAL – DISTRICT “C-3”; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

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

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

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

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

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

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

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

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

Section Two. Property. The Property that is the subject to this Zoning District Reclassification is property known as THE RANCH AT DELAWARE CREEK, PHASE 1-A (Legally Described by Doc. No. 200611051 O.P.R.B.C) shown as **Exhibit “A”** hereto.

Section Three. Zoning District Reclassification. SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” Zoning District Classification is hereby assigned to the Property described in section two.

Section Four. Property. The Property that is the subject to this Zoning District Reclassification is property to be known as THE RANCH AT DELAWARE CREEK, PHASE 2 (LEGAL DESCRIPTION: BEING 26.25 ACRES OF LAND OUT OF THE SUSANO HERNANDEZ SURVEY NO. 40, ABS. NO. 398) as shown on **Exhibit “A”** hereto.

Section Five. Zoning District Reclassification. SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” Zoning District Classification is hereby assigned to the Property described in section four.

Section Six. Property. The Property that is the subject to this Zoning District Reclassification is property to be known as THE RANCH AT DELAWARE CREEK, PHASE 3 (LEGAL DESCRIPTION: BEING 11.35 ACRES OF LAND OUT OF THE SUSANO HERNANDEZ SURVEY NO. 40, ABS. NO. 398) as shown on **Exhibit “A”** hereto.

Section Seven. Zoning District Reclassification. SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” Zoning District Classification is hereby assigned to the Property described in section six.

Section Eight. Property. The Property that is the subject to this Zoning District Reclassification is property legally described as: BEING 82.13 ACRES OF LAND OUT OF THE SUSANO HERNANDEZ SURVEY NO. 40, ABS. NO. 398 AND THE FRANCISCO YBARBO SURVEY NO. 39, ABS. 1018 as shown on **Exhibit “A”** hereto.

Section Nine. Zoning District Reclassification. SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” Zoning District Classification is hereby assigned to the Property described in section eight.

Section Ten. Property. The Property that is the subject to this Zoning District Reclassification is property to be known as: THE RANCH AT DELAWARE CREEK, PHASE 5 (LEGAL DESCRIPTION: BEING 29.65 ACRES OF LAND OUT OF THE SUSANO HERNANDEZ SURVEY NO. 40, ABS. NO. 398) as shown on **Exhibit “B”** hereto.

Section Eleven. Zoning District Reclassification. DUPLEX – DISTRICT “R-2” Zoning District Classification is hereby assigned to the Property described in section ten.

Section Twelve. Property. The Property that is the subject to this Zoning District Reclassification is property legally described as: BEING 12.54 ACRES TRACT OUT OF THE SUSANO HERNANDEZ SURVEY NO. 40, ABS. NO. 398 as shown on **Exhibit “C”** hereto.

Section Thirteen. Zoning District Reclassification. HEAVY COMMERCIAL – DISTRICT “C-3” Zoning District Classification is hereby assigned to the Property described in section twelve.

Section Fourteen. Property. The Property that is the subject to this Zoning District Reclassification is property legally described as: BEING A 6.510 ACRE TRACT IN THE SUSANO HERNANDEZ SURVEY NO. 40, ABS. NO. 398 as shown on **Exhibit “C”** hereto.

Section Fifteen. Zoning District Reclassification. HEAVY COMMERCIAL – DISTRICT “C-3” Zoning District Classification is hereby assigned to the Property described in section fourteen.

Section Sixteen. Property. The Property that is the subject to this Zoning District Reclassification is property legally described as: BEING 9.17 ACRES TRACT OUT OF THE SUSANO HERNANDEZ SURVEY NO. 40, ABS. NO. 398 as shown on **Exhibit “C”** hereto.

Section Seventeen. Zoning District Reclassification. HEAVY COMMERCIAL – DISTRICT “C-3” Zoning District Classification is hereby assigned to the Property described in section sixteen.

Section Eighteen. Property. The Property that is the subject to this Zoning District Reclassification is property legally described as: RANCH AT DELAWARE CREEK LOT 1, BLK B, PHASE 1-A as shown on **Exhibit “C”** hereto.

Section Nineteen. Zoning District Reclassification. HEAVY COMMERCIAL – DISTRICT “C-3” Zoning District Classification is hereby assigned to the Property described in section eighteen.

Section Twenty. Property. The Property that is the subject to this Zoning District Reclassification is property legally described as: RANCH AT DELAWARE CREEK LOT 1, BLK A, PHASE 1-A as shown on **Exhibit “C”** hereto.

Section Twenty-one. Zoning District Reclassification. HEAVY COMMERCIAL – DISTRICT “C-3” Zoning District Classification is hereby assigned to the Property described in section twenty.

Section Twenty-two. Property. The Property that is the subject to this Zoning District Reclassification is property legally described as: RANCH AT DELAWARE CREEK LOT 2, BLK A, PHASE 1-A as shown on **Exhibit “C”** hereto.

Section Twenty-three. Zoning District Reclassification. HEAVY COMMERCIAL – DISTRICT “C-3” Zoning District Classification is hereby assigned to the Property described in section twenty.

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

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

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

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

PASSED AND APPROVED on this, the 22nd day of October 2024.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary

Exhibit "A"
Location Map
THE RANCH AT DELAWARE CREEK, PHASE 1-A
THE RANCH AT DELAWARE CREEK, PHASE 2
THE RANCH AT DELAWARE CREEK, PHASE 2
BEING 82.13 ACRES OF LAND OUT OF THE SUSANO HERNANDEZ SURVEY NO. 40, ABS. NO. 398
AND THE FRANCISCO YBARBO SURVEY NO. 39, ABS. 1018

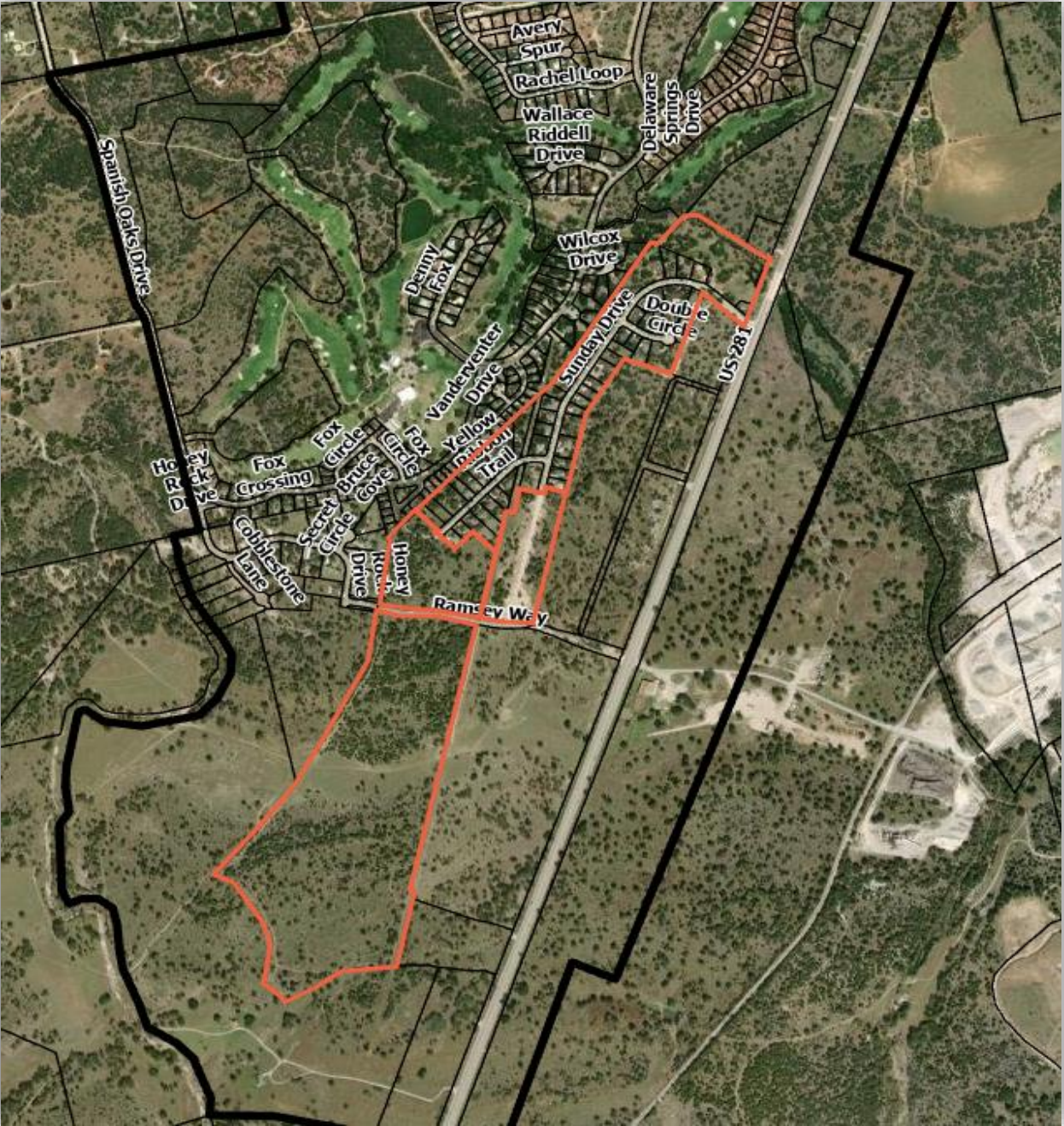


Exhibit "B"
Location Map

THE RANCH AT DELAWARE CREEK, PHASE 5

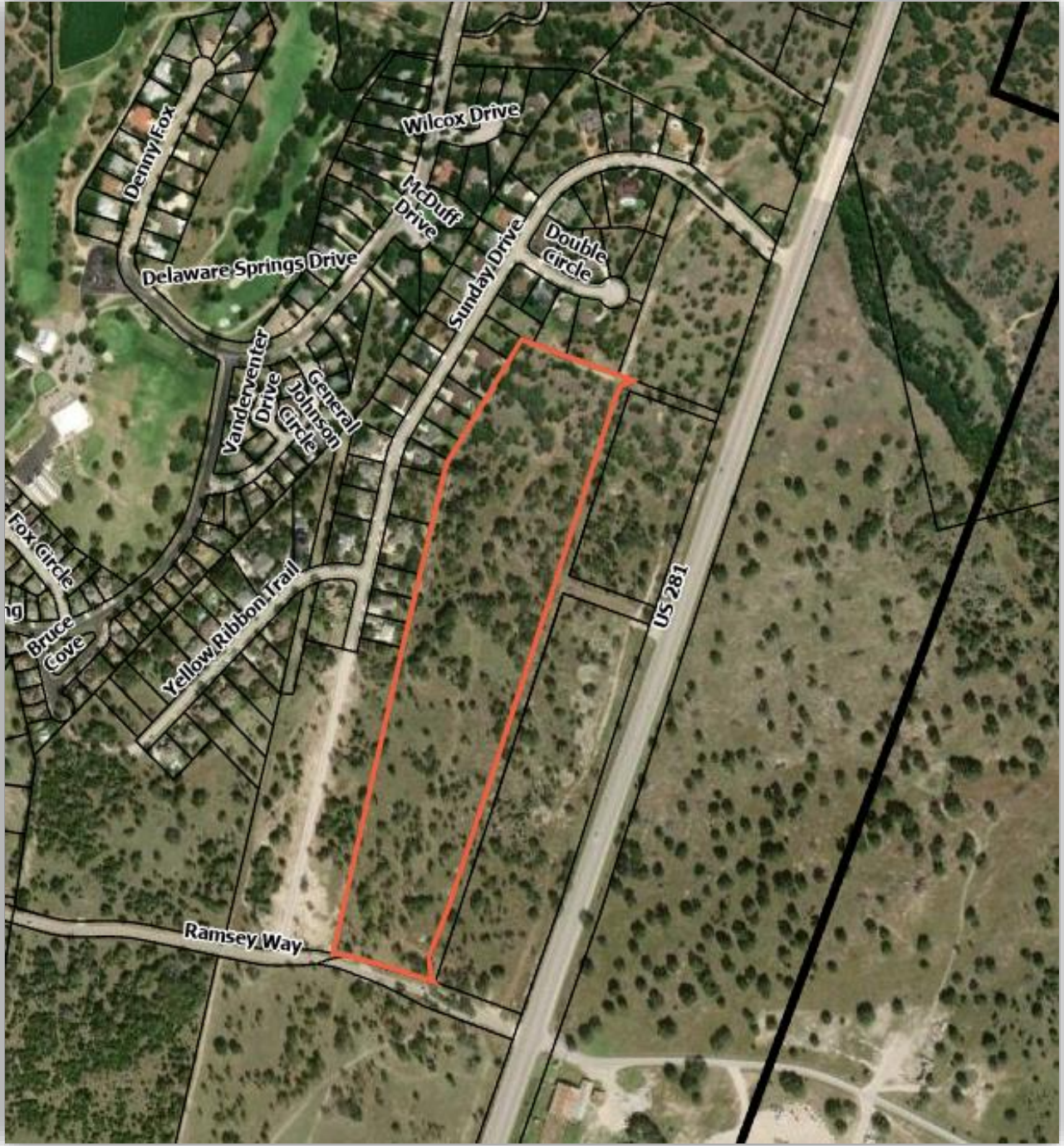
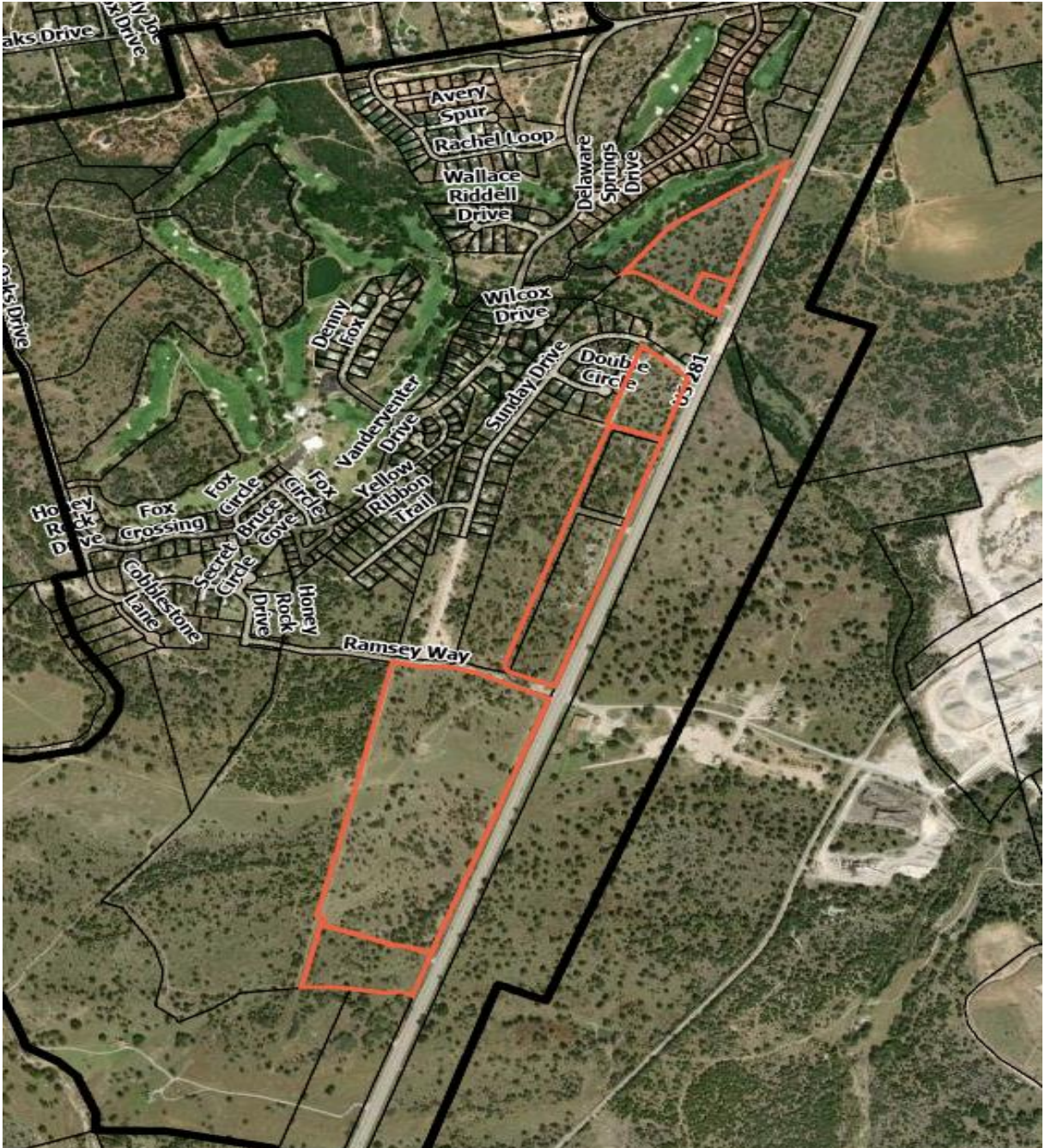


Exhibit "C" Location Map

**BEING 12.54 ACRES TRACT OUT OF THE SUSANO HERNANDEZ SURVEY NO. 40, ABS. NO. 398
BEING A 6.510 ACRE TRACT IN THE SUSANO HERNANDEZ SURVEY NO. 40, ABS. NO. 398
BEING 9.17 ACRES TRACT OUT OF THE SUSANO HERNANDEZ SURVEY NO. 40, ABS. NO. 398
RANCH AT DELAWARE CREEK LOT 1, BLK B, PHASE 1-A
RANCH AT DELAWARE CREEK LOT 1, BLK A, PHASE 1-A
RANCH AT DELAWARE CREEK LOT 2, BLK A, PHASE 1-A**



RESPONSES TO REQUEST

From: [Julie Francis](#)
To: [Development Services Dept.](#)
Subject: Zoning change - The Ranches at Delaware Creek Subdivision
Date: Tuesday, October 1, 2024 4:03:19 PM

You don't often get email from julie.francis64@gmail.com. [Learn why this is important](#)

Caution: External Email

I own the property at 102 J B McDuff Cove in Delaware Springs and reside there for about five months of each year. I am strongly opposed to the request to change the Planned Unit Development District (PUD) zoning designation for the Ranches at Delaware Creek Subdivision to C-2(medium commercial), C-3(heavy commercial), R-1 (single family residential) and R-2 (duplex). The present zoning provides for much larger lot sizes and more dispersed residential buildings. The proposed change would likely result in a densely packed residential area (the minimum lot size is not addressed) with unknown commercial development. This is not compatible with the existing nature of both The Ranch and the Delaware Springs subdivisions - which are somewhat dispersed and rural in character, adjacent to the golf course. The construction of an unknown number of buildings housing a significant number of people would tax already scarce resources (WATER!), as well as require construction of significant new infrastructure. The increase in noise (from unknown commercial establishments) could well be significant. It is also critical to preserve open space around what is one the loveliest subdivisions in the City, with its open rural character. .

Thank you for the opportunity to comment and thank you for consideration of my comments.

Sincerely,
Julia E Francis

ITEM 7-2.

From: [ML Govaars](#)
To: [Development Services Dept.](#)
Subject: Negative vote
Date: Wednesday, October 2, 2024 4:43:23 PM

[You don't often get email from mlggeorgia@outlook.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Caution: External Email

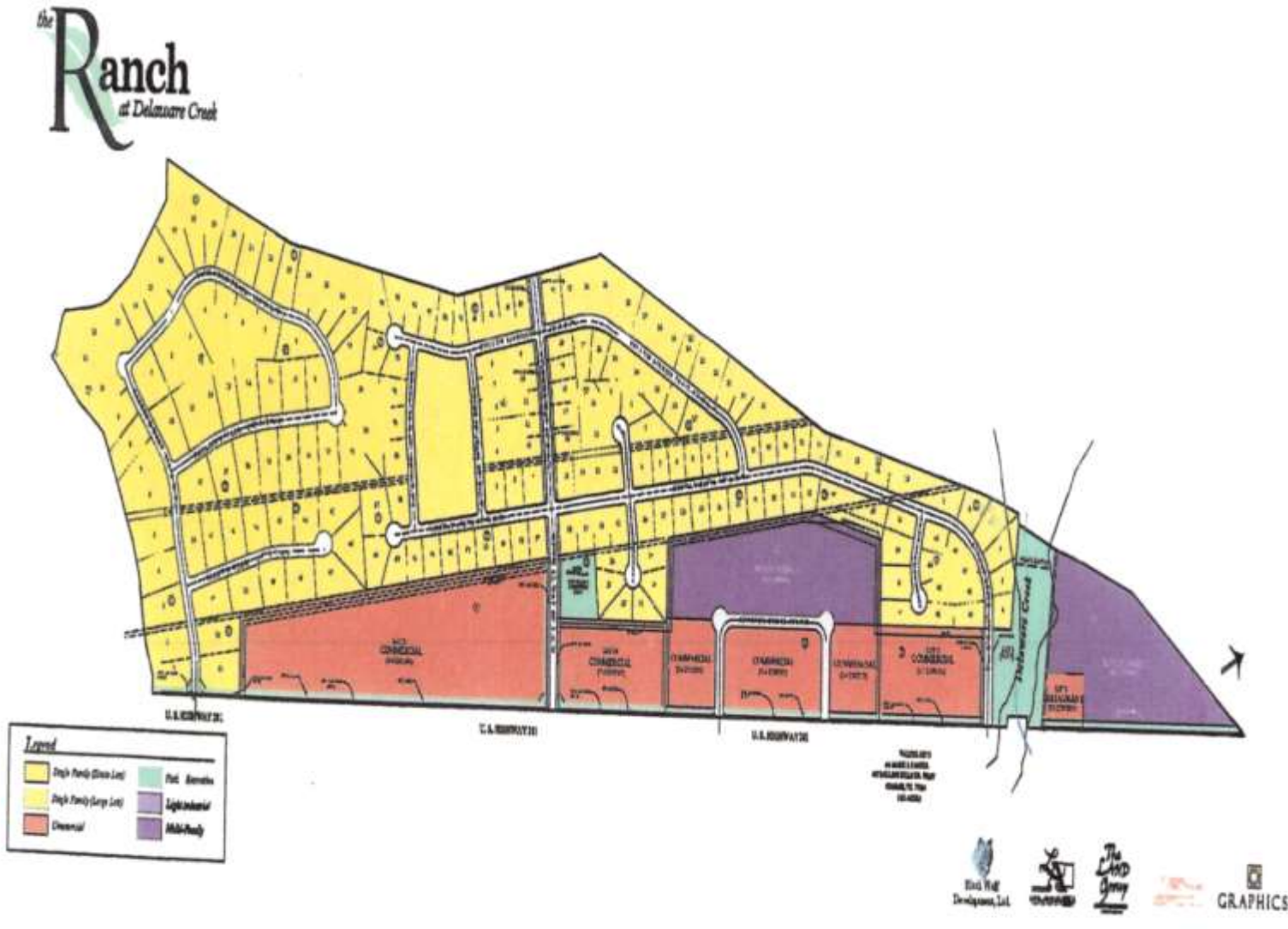
I oppose the removal of the PUD zoning etc. It will open the door for a rock crushing industry.
Marylinda Govaars
658 County Road 100
Burnet, Tx
Sent from my iPhone

Public hearing and action:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY REZONING 299.86 (+/-) ACRES OF PROPERTY PREVIOUSLY KNOWN AS THE RANCH AT DELAWARE CREEK SUBDIVISION AND ASSIGNING THE DESIGNATIONS OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1”, DUPLEX – DISTRICT “R-2”, AND HEAVY COMMERCIAL – DISTRICT “C-3”; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

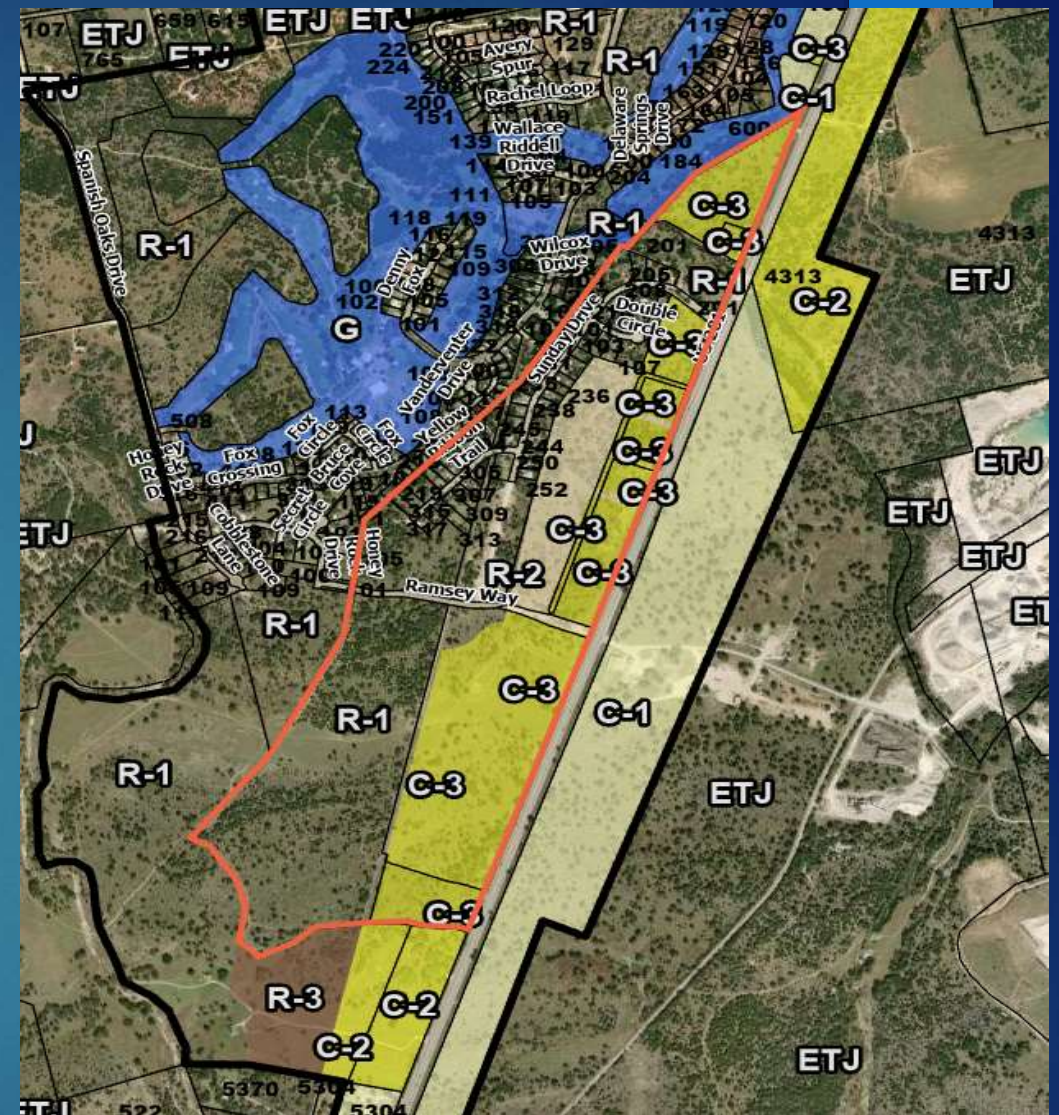
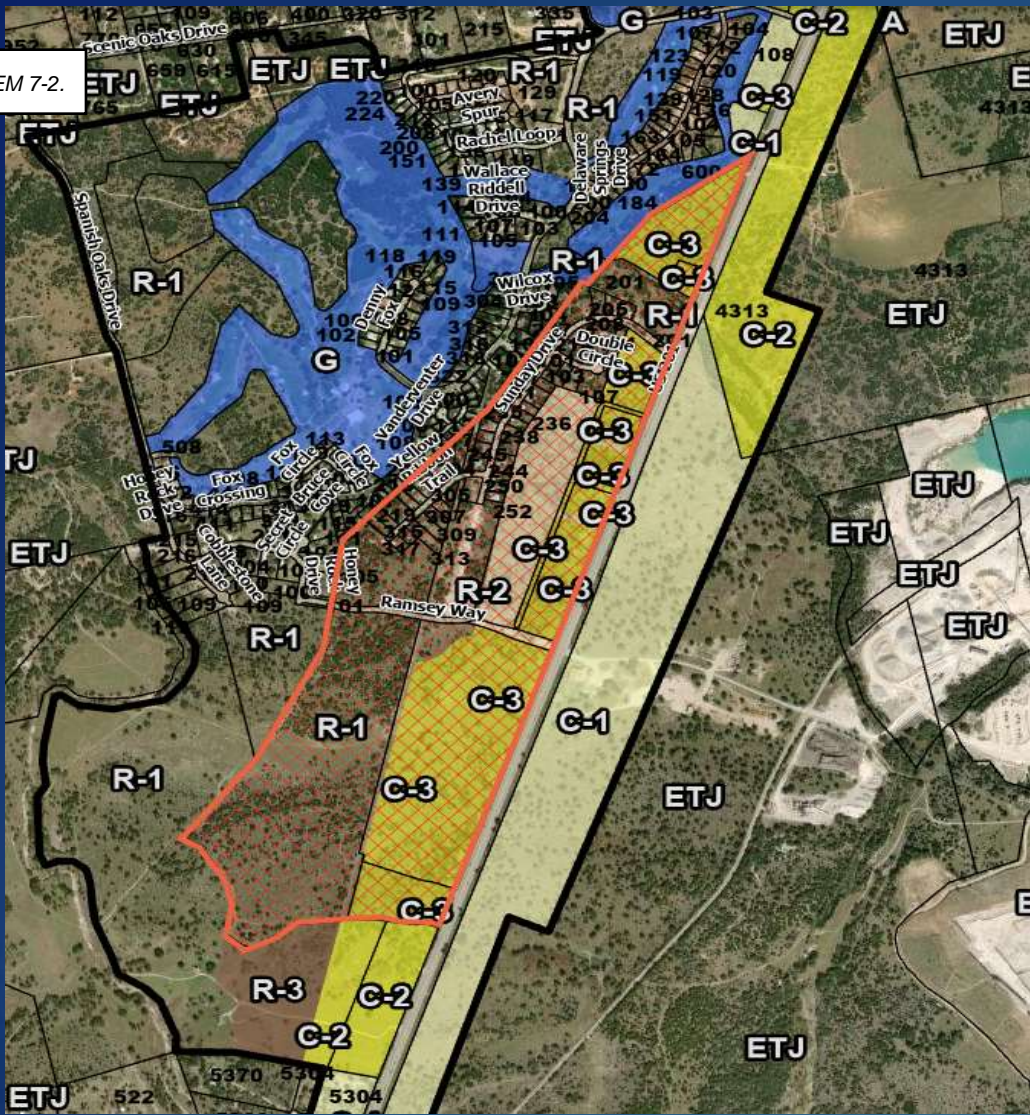


THE RANCHES AT DELAWARE CREEK SUBDIVISION



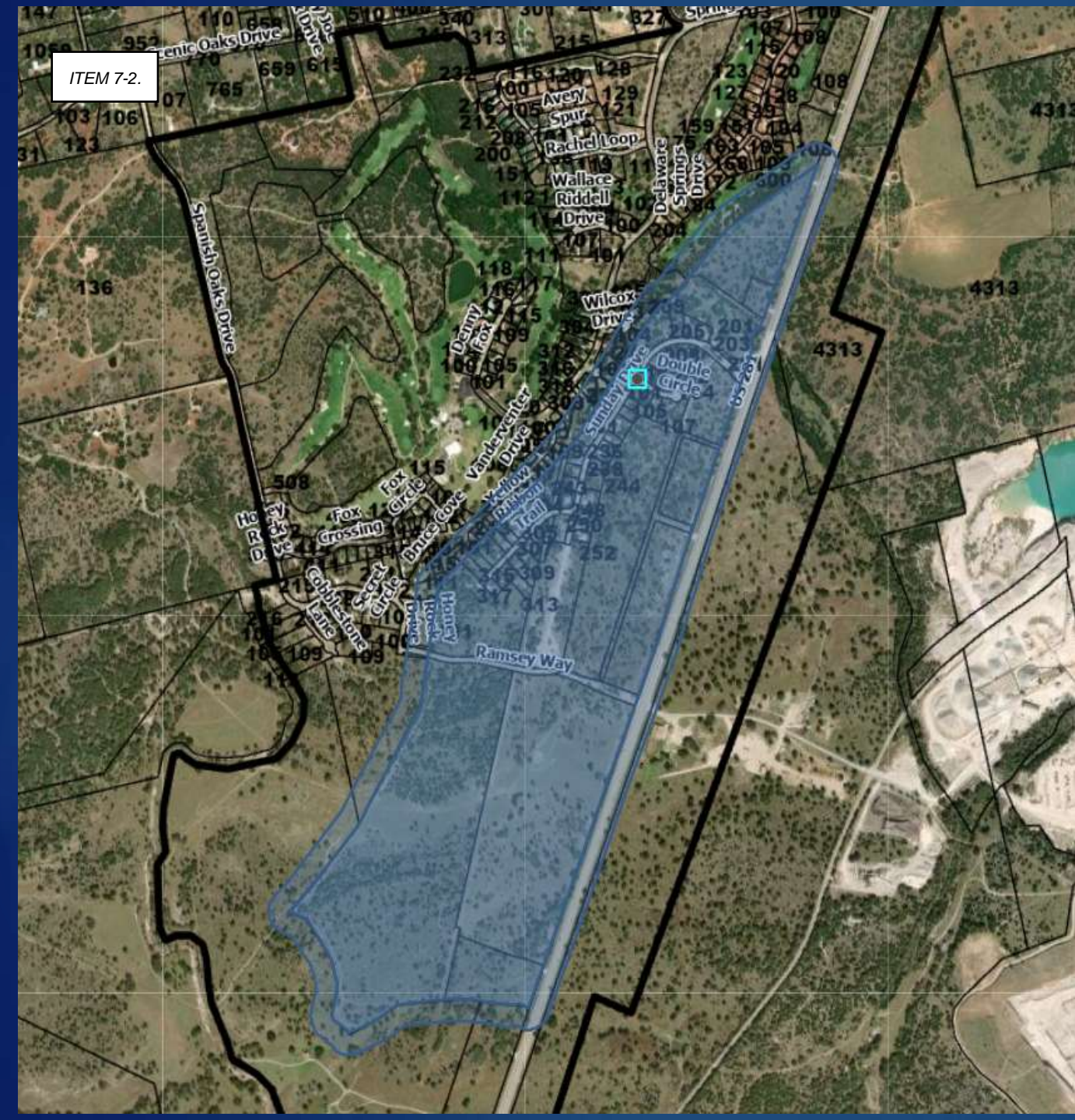
- A Planned Unit Development to be known as “The Ranch at Delaware Creek Subdivision” was approved by City Council in 2004
- The developer proposed a multi-phased subdivision with a mixture of single-family lots, multi-family lots, and commercial lots
- This development was referred to as a “Planned Unit Development” to boast the multiple zoning features and not as actual “PUD” zoning for the properties
- Due to the use of the “PUD” terminology, the city’s zoning map ultimately reflected such
- The intent behind the “PUD” was not applied appropriately and should be removed to not create any confusion with property owners and any future development of the property

ITEM 7-2.



City-initiated request to rezone all properties with the base zoning that was intended for the development.

ITEM 7-2.



Public Notification:

Notices were mailed to 126 surrounding property owners. Two responses in opposition to the request.



P&Z Report:

P&Z met on Oct. 7th and did recommend approval of Ordinance No. 2024-44 as presented.



Open public hearing

Discuss and consider the
draft ordinance

Ordinance #2024-44



Item Brief

Meeting Date

October 22, 2024

Agenda Item

Discuss and consider: Direction to staff regarding possible revisions to Section 118-19 of the Code of Ordinances including the process and rules for changing zoning classifications: D. Vaughn

Information

Section 118-19 of the Code of Ordinances currently outlines the process for changing zoning classifications and zoning classification rules. At present, if the City Council denies an ordinance changing the zoning classification of a property, there are no provisions preventing the property owner from immediately reapplying for the same reclassification.

In contrast, many municipalities implement a mandatory waiting period after a rezoning request is denied. This waiting period, typically ranging from six months to one year, discourages applicants from resubmitting the same or similar rezoning requests without addressing the reasons for the initial denial.

However, some municipalities allow for exceptions to this waiting period. For example, applicants may submit a new rezoning application before the waiting period expires if they can demonstrate substantial changes to the proposal, such as modifications to the land use plan, providing additional studies, or addressing concerns raised during the initial review process.

The chart below lists the waiting periods adopted by other municipalities:

City	Timeframe
Marble Falls	6 Months Waiting Period
Lago Vista	12 Months Waiting Period
Cedar Park	12 Months Waiting Period
Georgetown	12 Months Waiting Period
Leander	N/A
Jonestown	6 Months Waiting Period (CUP denial only)
Killeen	N/A
Copperas Cove	N/A
Lampasas	6 Months Waiting Period (if voted by CC)

Fiscal Impact

There is no anticipated fiscal impact.

Recommendation

Staff recommends a six-month waiting period to be able to re-apply after a rezoning request has been denied and is seeking feedback and direction from the Council.

Possible Waiting Period After a Rezoning Request is Denied

City Council Regular Meeting
October 22, 2024

Discuss and consider: Direction to staff regarding possible revisions to Section 118-19 of the Code of Ordinances including the process and rules for changing zoning classifications: D. Vaughn



Possible Waiting Period After a Rezoning Request is Denied

- Section 118-19 of the Code of Ordinances currently outlines the process for changing zoning classifications and zoning classification rules.
- At present, if the City Council denies an ordinance changing the zoning classification of a property, there are no provisions preventing the property owner from immediately reapplying for the same reclassification.



Possible Waiting Period After a Rezoning Request is Denied

- Many municipalities implement a mandatory waiting period after a rezoning request is denied.
- This waiting period, typically ranging from six months to one year, discourages applicants from resubmitting the same or similar rezoning requests without addressing the reasons for the initial denial.



Possible Waiting Period After a Rezoning Request is Denied

- What waiting periods other cities have:

City	Timeframe
Marble Falls	6 Months Waiting Period
Lago Vista	12 Months Waiting Period
Cedar Park	12 Months Waiting Period
Georgetown	12 Months Waiting Period
Leander	N/A
Jonestown	6 Months Waiting Period (CUP denial only)
Killeen	N/A
Copperas Cove	N/A
Lampasas	6 Months Waiting Period (if voted by CC)



Any Questions?

- Staff recommends a six-month waiting period to be able to re-apply after a rezoning request has been denied and is seeking feedback and direction from the Council.





Item Brief

Meeting Date

October 22, 2024

Agenda Item

Discuss and consider action: Ordinance No. 2024-43: B. Lee

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, ESTABLISHING NEW SPEED LIMITS ON STATE HIGHWAY 29 IN THE CITY LIMITS OF THE CITY OF BURNET, PROVIDING FOR A PENALTY NOT TO EXCEED TWO HUNDRED DOLLARS (\$200.00); AND PROVIDING AN EFFECTIVE DATE

Information

This ordinance proposes establishing new speed limits on State Highway 29 within the city limits of Burnet, based on an engineering and traffic study conducted by the Texas Department of Transportation (TxDOT). The ordinance outlines new speed limits for both eastbound and westbound traffic on specific sections of the highway and provides penalties for violations.

TxDOT conducted an engineering and traffic investigation to determine safe and reasonable speed limits on the east section of the highway, particularly between Creekfall Road and County Road 250.

The study found that reducing the speed limit from 65 mph to 55 mph on this section would enhance traffic safety. The findings and recommendations of the study are incorporated into the proposed ordinance. The ordinance also outlines the placement of appropriate signage and penalties for exceeding the speed limit.

Key provisions of the ordinance include the following:

- Speed Limit Changes (See Exhibit A):
 - Eastbound Traffic: From milepoint 1.100 to milepoint 1.362 (60 mph) and from milepoint 1.362 to milepoint 3.967 (65 mph).
 - Westbound Traffic: From milepoint 3.967 to milepoint 1.362 (65 mph) and from milepoint 1.362 to milepoint 1.100 (60 mph).
- Penalty: Violations of the new speed limits will result in a Class C misdemeanor with a maximum fine of \$200.
- Signage: The City Manager is authorized to coordinate with TxDOT to ensure appropriate speed limit signs are installed.

Fiscal Impact

There is no direct fiscal impact associated with this ordinance, aside from the potential minor costs related to coordinating the placement of new signage in collaboration with TxDOT.

Recommendation

Staff recommends the approval and adoption of Ordinance No. 2024-43 as presented.

ORDINANCE NO. 2024-43

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, ESTABLISHING NEW SPEED LIMITS ON STATE HIGHWAY 29 IN THE CITY LIMITS OF THE CITY OF BURNET, PROVIDING FOR A PENALTY NOT TO EXCEED TWO HUNDRED DOLLARS (\$200.00); AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Texas Department of Transportation has established State Highway 29 as an East/West corridor through the City of Burnet; and

WHEREAS, an engineering and traffic investigation has been conducted by the Texas Department of Transportation to determine the reasonable and safe prima facie maximum speed of motor vehicles on the east section of Texas Highway 29 within the City of Burnet City Limits; and

WHEREAS, it has been determined by the engineering study and traffic investigation that the reasonable and safe prima facie maximum speed for motor vehicles on Texas Highway 29 at the section between Creekfall Road and County Road 250 should be hereinafter reduced from 65-mph to 55-mph; and

WHEREAS, City Council deems it beneficial to public health, safety and welfare to adopt the findings of the engineering study and traffic investigation in this Ordinance; and

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

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

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

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

Section Two. Speed Limit Established. This Ordinance shall apply to Texas Highway 29, in both easterly and westwardly directions as described herein:

For Eastbound Traffic:

Beginning at Control Section 0151-01 milepoint 1.100 (1,485 ft West of County Road 250) to milepoint 1.362 (591 ft East Summit Ridge Rd.), a distance of 0.262 miles, a prima facie maximum speed limit of 60 miles per hour.

From milepoint 1.362 (591 ft East Summit Ridge Rd.) to milepoint 3.967 (Burnet East City Limits - 1,077 ft West County Road 333), a distance of 2.605 miles, a prima facie maximum speed limit of 65 miles per hour.

For Westbound Traffic:

Beginning at Control Section 0151-01 milepoint 3.967 (Burnet East City Limits - 1,077 ft West County Road 333) to milepoint 1.362 (591 ft East Summit Ridge Rd.), a distance of 2.605 miles, a prima facie maximum speed limit of 65 miles per hour.

From at Control Section 0151-01 milepoint 1.362 (591 ft East Summit Ridge Rd.) to milepoint 1.100 (1,485 ft West of County Road 250), a distance of 0.262 miles, a prima facie maximum speed limit of 60 miles per hour.

Section Three. Speed Limit Signs. The City Manager is hereby authorized and directed to coordinate with the Texas Department of Transportation to have signs placed on Texas Highway 29 advising motorists of the speed limit imposed by this ordinance.

Section Four. Penalty. Violation of this Ordinance is a class C misdemeanor subject to criminal penalty in a monetary amount not to exceed \$200.00.

Section Five. Cumulative. This ordinance shall be cumulative of all provisions of all ordinances and codes, or parts thereof, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the more restrictive provision shall apply.

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

Section Eight. Publication. The publishers of the City Code are authorized to amend said Code to reflect the changes adopted herein and to correct typographical errors and to format and number paragraphs to conform to the existing Code.

Section Nine. Effective Date. This ordinance shall be effective upon final passage, approval, and adoption.

FINALLY PASSED AND APPROVED on this the 22nd day of October 2024.

CITY OF BURNET

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary

ITEM 8-2. Speed Change

Change Speed Limit from 65mph to 55mph

Exhibit A

Legend

- Feature 1
- Feature 2
- Hill Country Motorheads Motorcycle Museum
- Huntington Hunters Camp
- Post Mountain Cemetery
- Texas Outdoor Connection

Stays the same to BSW at 55 MPH

Change from 65 to 55

Change from 65 to 60

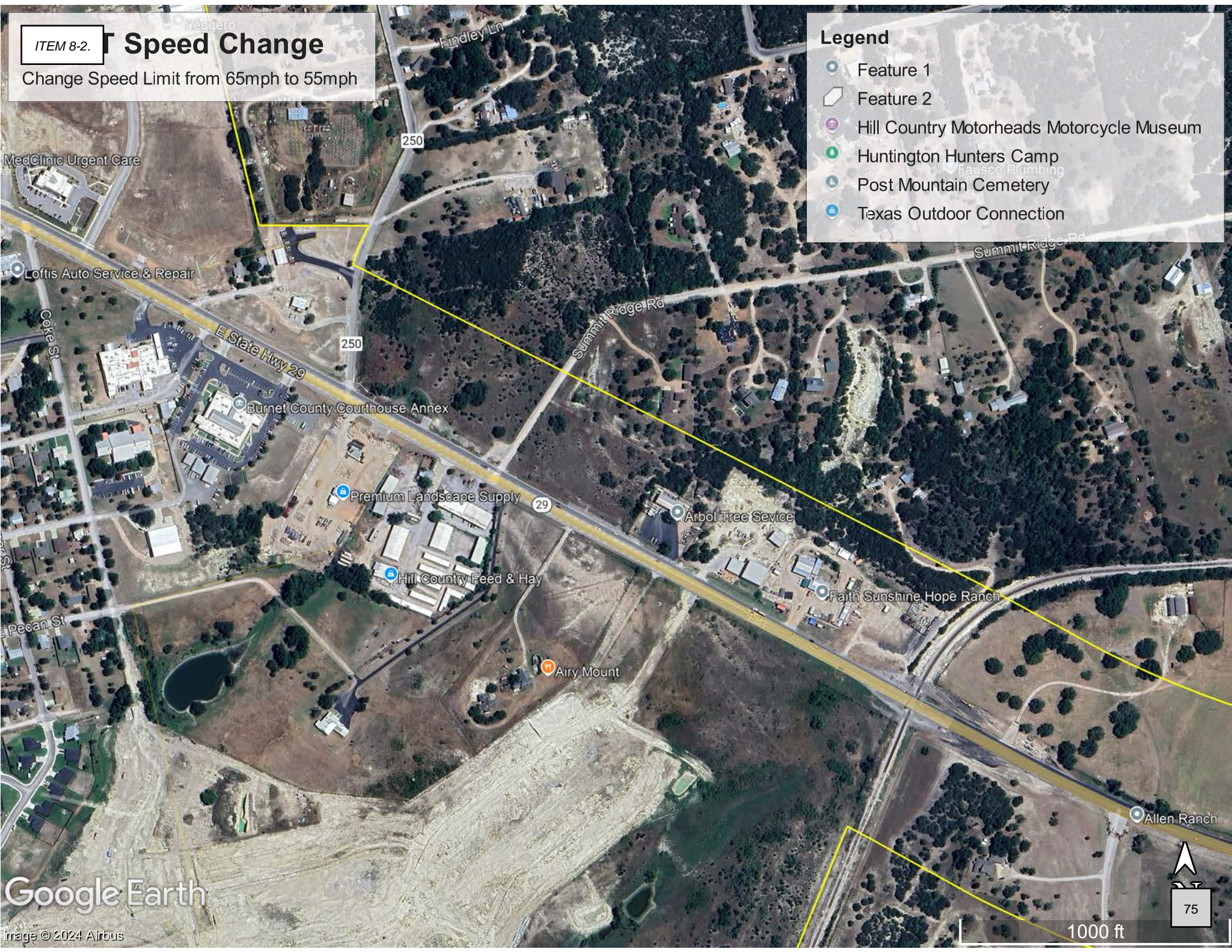
Stays the same going east at 65 MPH

ITEM 8-2. Speed Change

Change Speed Limit from 65mph to 55mph

Legend

- Feature 1
- Feature 2
- Hill Country Motorheads Motorcycle Museum
- Huntington Hunters Camp
- Post Mountain Cemetery
- Texas Outdoor Connection



Speed Limit Ordinance

Discuss and consider action: Ordinance No. 2024-43: B. Lee

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, ESTABLISHING NEW SPEED LIMITS ON STATE HIGHWAY 29 IN THE CITY LIMITS OF THE CITY OF BURNET, PROVIDING FOR A PENALTY NOT TO EXCEED TWO HUNDRED DOLLARS (\$200.00); AND PROVIDING AN EFFECTIVE DATE

TXDOT Speed Study



TXDOT conducted a speed study on US HWY 29 on the east side of the city near the Sheriff's Department.

The results of study changes the speed limit recommendation in an approximately $\frac{1}{4}$ mile area lowering the speed as vehicles enter town.

TxDOT Speed Change

Change Speed Limit from 65mph to 55mph

Exhibit A

Legend

- Feature 1
- Feature 2
- Hill Country Motorheads Motorcycle Museum
- Huntington Hunters Camp
- Post Mountain Cemetery
- Texas Outdoor Connection



Recommendation

Adopt ordinance 2024-43 as presented recognizing the speed limit changes

ITEM 8-2.

Questions



Item Brief

Meeting Date

October 22, 2024

Agenda Item

Discuss and consider action: Approval of Resolution R2024-74: M. Ingram

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE PURCHASE OF FOUR (4) HAMILTON-T1 TRANSPORT VENTILATORS FOR THE FIRE DEPARTMENT AND APPROVING THE EXPENDITURE OF SIXTY-FOUR THOUSAND DOLLARS (\$64,000)

Information

Advances in ventilator technology, particularly with the Hamilton brand, provide significant improvements in patient outcomes through enhanced functionality, reliability, and ease of use in emergency settings. These ventilators are particularly effective in critical care transport scenarios, offering superior performance in managing patients with respiratory issues.

Fiscal Impact

The total cost for the purchase of the four (4) HAMILTON-T1 transport ventilators is sixty-four thousand and 00/100 (\$64,000). Hamilton Medical is the sole source manufacturer and distributor of the HAMILTON-T1 transport ventilator (See Exhibit A). This item is included in the approved 2024-2025 General Fund Capital Projects Budget for the Fire Department.

Recommendation

Staff recommends the approval of Resolution R2024-74 as presented.

RESOLUTION NO. R2024-74

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE PURCHASE OF FOUR (4) HAMILTON-T1 TRANSPORT VENTILATORS FOR THE FIRE DEPARTMENT AND APPROVING THE EXPENDITURE OF SIXTY-FOUR THOUSAND DOLLARS (\$64,000)

WHEREAS, the City of Burnet Fire Department has identified the need for advanced ventilators to improve patient care and outcomes, particularly in critical care transport scenarios; and

WHEREAS, Hamilton Medical is the sole source manufacturer and distributor of the HAMILTON-T1 transport ventilator, a device that offers superior performance in respiratory management and critical care transport through innovative technologies such as Dynamic Lung, Closed Loop Ventilation with Adaptive Support Ventilation® (ASV), and Airway Pressure Release Ventilation (APRV)/DuoPap modes; and

WHEREAS, the total cost for the purchase of four (4) HAMILTON-T1 transport ventilators is sixty-four thousand dollars (\$64,000) and funding for this purchase has been approved and allocated within the 2024-2025 General Fund Capital Projects Budget for the Fire Department.

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

Section One. Approval. The City Council of the City of Burnet hereby approves the purchase of four (4) HAMILTON-T1 transport ventilators for the Fire Department at a total cost of sixty-four thousand dollars (\$64,000).

Section Two. Authorization. The City Manager is hereby authorized and directed to execute all necessary agreements and documents to effectuate this purchase.

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

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

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

PASSED AND APPROVED this day of October 22, 2024.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary

September 17th, 2024

Subject: HAMILTON-T1 transport ventilator

To Whom It May Concern:

Hamilton Medical is the sole source manufacturer and distributor of the HAMILTON-T1 transport ventilator. Hamilton Medical sells directly to the end-user facility and as such, there are no agents or dealers authorized to represent this product. No other division of Hamilton Medical, nor any other company, makes similar or competing products.

Key characteristics:

- Dynamic Lung
 - Provides direct visualization of real-time changes in pulmonary mechanics.
- Closed Loop Ventilation with Adaptive Support Ventilation® (ASV)
 - Provides automated selection and modification of respiratory rate (RR), tidal volume (Vt), and spontaneous breathing resulting in:
 - Lower respiratory system driving pressure
 - Lower inspiratory transpulmonary pressure delivery
 - Lung protective ventilation
- Airway Pressure Release Ventilation (APRV)/DuoPap modes
 - Improved oxygenation
 - Preservation of spontaneous breathing
- Volumetric Capnography (VCO₂)
 - Hamilton Medical Volumetric CO₂ technology provides direct visualization of the heart/lung interaction to guide optimal ventilation strategy based on patient physiology (other companies only measure and display End Tidal CO₂)
- IntelliTrig®
 - Standard feature associated with reducing Patient/Ventilator trigger asynchrony, ultimately resulting in reduction in Asynchrony Index (AI)



Purchase of Hamilton T-1 Ventilators

Discuss and consider action: Approval of Resolution R2024-74: M. Ingram

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE PURCHASE OF FOUR (4) HAMILTON-T1 TRANSPORT VENTILATORS FOR THE FIRE DEPARTMENT AND APPROVING THE EXPENDITURE OF SIXTY-FOUR THOUSAND DOLLARS (\$64,000)

Key characteristics of the T-1 Hamilton Ventilator:

- Fully featured ICU ventilator for ground transport
- Adult, pediatric, and neonatal ventilation approved
- Dynamic Lung
 - ✓ Provides direct visualization of real-time changes in pulmonary mechanics
- Intelligent ventilation modes with adaptive support ventilations
 - ✓ Provides automated selection and adjustment of respiratory rate, tidal volume, and spontaneous breathing, resulting in reduced inspiratory pressure and ensuring lung protection from overpressure



Cost: \$64,000

Hamilton Medical is the sole source manufacturer and distributor of the HAMILTON-T1 transport ventilator

Included in the approved 2024-2025 General Fund Capital Projects Budget for the Fire Department



Questions?

Recommendation

- Staff recommends the approval of Resolution R2024-74 as presented.



Item Brief

Meeting Date

October 22, 2024

Agenda Item

Discuss and consider action: Approval and authorization to enter into an interlocal agreement with the City of Marble Falls for the use of Cellebrite software for mobile phone forensics: B. Lee

Information

The purpose of this interlocal agreement (See Exhibit A) is to establish cost sharing for a mobile forensics software package that will enable both departments to conduct forensic phone examinations. The interlocal agreement outlines a shared cost structure for the software and a maintenance fee to keep the system up to date. This advanced software has the capability to access locked phones and extract information critical to criminal investigations.

Fiscal Impact

The cost of the software for FY 25 is Twenty-three thousand one hundred and 00/100 dollars (\$23,100) (See Exhibit B). Marble Falls will contribute Ten thousand and 00/100 dollars (\$10,000) for the first year, after which the software licensing cost will be split 50/50. Additional costs for training will be funded through the PD training budget.

Recommendation

Staff recommends the authorization and approval of the interlocal agreement with the City of Marble Falls for the Cellebrite software.

Exhibit A

CITY OF BURNET AND CITY OF MARBLE FALLS INTERLOCAL AGREEMENT FOR THE PROVISION OF CERTAIN DIGITAL FORENSICS SERVICES

This Agreement is made under the authority of the Interlocal Cooperation Act, Texas Government Code chapter 791 (the "Act"), by and between the City of Marble Falls, Texas ("Marble Falls") and the City of Burnet ("Burnet"), to be effective as of October 1, 2024. Burnet and the Marble Falls shall herein be referred to individually as "Party" or collectively as "Parties".

WHEREAS, Burnet and Marble Falls would like to contract with each other to provide certain digital forensic services ("Digital Forensic Services") that would be beneficial to the health, safety and welfare of the residents of the Parties; and

WHEREAS, Burnet has the software and personnel appropriate and sufficient to provide such Digital Forensic Services to other local governmental entities in need of such services to promote and protect the health, safety and welfare of their residents, and is willing to provide such Digital Forensic Services for other local governments or local government departments in the geographical area under the terms and conditions of this Agreement; and

WHEREAS, Marble Falls desires to contract with Burnet to provide Digital Forensic Services under the terms and conditions of this Agreement; and

WHEREAS, Section 791.011 (c) of the Act, provides that governmental entities may contract with each other for the provision of governmental functions or services which each Party to the contract has the authority to perform individually; and

WHEREAS, the Digital Forensic Services are governmental functions within the meaning of Section 791.003(3) of the Act; and

WHEREAS, Burnet and Marble Falls are "local governments" within the meaning of Section 791.003(4) of the Act; and

NOW THEREFORE Burnet and Marble Falls agree as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to establish the terms and conditions under which Burnet will provide Digital Forensic Services to Marble Falls through the use of Cellebrite InsEYEts software for extracting, reviewing, and analyzing evidence found on mobile devices.

**ARTICLE II
TERMS**

Burnet agrees to provide Digital Forensic Services to Marble Falls through the use of Cellebrite InsEYEts software under the following terms and conditions:

Burnet _____ Marble Falls AK

- 2.1 Burnet personnel will unlock and extract data for up to twenty (20) mobile devices per year for Marble Falls.
- 2.2 Burnet personnel will extract data from phones that are unlocked or have a passcode and provide the extraction to Marble Falls.
- 2.3 Marble Falls acknowledges that due to technology advancements some cellular phones and digital devices may be beyond the abilities of the software to unlock and Burnet may be unable to extract data from such devices.
- 2.4 Marble Falls shall pay an initial annual fee of \$10,000.
- 2.5 The Burnet Police Chief and Marble Falls Police Chief are hereby authorized to develop policies and procedures to effectively administer this Agreement.
- 2.6 The annual fee for subsequent Renewal Terms shall be equal to 50% of the annual maintenance fee as described in Article VI(3) of this Agreement. Additionally, Marble Falls shall pay Burnet an additional Fee of \$1,000 annually to assist with the maintenance, repair, and replacement of all hardware needed to operate the Cellebrite InsEYEts system.
- 2.7 This Agreement shall be subject to the terms and conditions of the software licensing agreement between Burnet and Cellebrite.

**ARTICLE VI.
TERM; RENEWAL**

- 1. The initial term of this Agreement shall be for twelve months (one year) beginning on October 1, 2024, through September 30, 2025 (“Initial Term”).
- 2. Thereafter, subject to annual appropriations, this Agreement shall automatically renew for successive one-year renewal terms, commencing on October 1st (“Renewal Term”), unless either Party has given the other Party at least one hundred twenty (120) days prior written notice that it does not wish to renew this Agreement.
- 3. Burnet shall notify Marble Falls of the annual cost for each Renewal Term within ten (10) business days of receipt of such cost from Cellebrite.

**ARTICLE VII.
TERMINATION**

- 1. After the Initial Term of this Agreement, either Party to this Agreement may terminate this Agreement at the end of the then current Agreement term, without penalty, with or without cause, by giving written notice to the other Party at least one hundred twenty (120) days prior to the end

Burnet _____ Marble Falls DR

of the then current term. If termination occurs pursuant to this provision of the Agreement, each Party shall be responsible to the other Party to complete all obligations of the Agreement until the end of the then current Agreement term.

- 2. Either Party may terminate this Agreement at any time for cause, by giving written notice to the other Party, together with sufficient detail to describe the breach complained of as the basis for such termination for cause, and providing the other Party ten (10) business days to cure the alleged breach, unless, in the reasonable judgment of the Parties, such breach cannot or will not be cured. Cause for such termination may be, but is not limited to, failure of the Contracting Entity to: e.g., make payments timely and in full when due; maintain appropriate equipment necessary to receive the Digital Forensic Services; adequately staff for services with appropriately trained personnel; cooperate reasonably in effecting the delivery of the Digital Forensic Services, or other failure to cooperate as requested that materially compromises the ability of Burnet to deliver the Digital Forensic Services timely and efficiently; or any acts or omissions of Marble Falls or its personnel that compromise or threaten to compromise the ability of Burnet to deliver Digital Forensic Services to other contracting entities. If Burnet terminates under this provision of the Agreement, Marble Falls shall remain liable to Burnet for the remaining portion of the Annual Fee until the end of the then current Agreement term. If Marble Falls terminates under this provision of this Agreement because of a breach by Burnet, Marble Falls shall not be responsible for the remaining unpaid portion of the Annual Fee.

**ARTICLE III
DESIGNATED REPRESENTATIVES**

- 3.1 Burnet hereby appoints the Burnet Police Chief as its designated representative under this Agreement.
- 3.2 Marble Falls hereby appoints the Marble Falls Police Chief as its designated representative under this Agreement.
- 3.3 Either Party may change its designated representative at any time by providing the other Party with written notice of the change.

**ARTICLE X.
MISCELLANEOUS**

- 1. Governing law. This Agreement shall be governed by the laws of the State of Texas, without giving effect to its choice of laws principles.
- 2. Venue. Venue for any actions arising from or related to this Agreement shall be and lie exclusively in the state and county courts of Burnet County, or in the United States District Court for the Western District of Texas, Austin Division.
- 3. Force Majeure. If either Party is rendered unable, wholly or in part, by force majeure to carry out

Burnet _____ Marble Falls OK

any of its obligations under this Agreement, other than an obligation to pay or provide money, then such obligations of that Party to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall mean: acts of God; acts of the public enemy, or war; orders of any kind of any governmental entity or any civil or military authority; acts, orders or delays thereof of any regulatory authorities with jurisdiction over the Parties; insurrections, riots, civil disturbances, explosions, or epidemics; arrests or restraints of government and people ; strikes, lockouts, or other industrial disturbances; landslides, lightning, earthquakes, fires, hurricanes, tsunamis, tornadoes, ice ages, floods, washouts, droughts, or other acts of Nature; breakage of, damage to, or accidents involving necessary machinery or other infrastructure; interruption or other limitation of fuel or other necessary supplies or utilities or utility services; or any other conditions that are not within the reasonable control of the Party claiming force majeure. It is understood and agreed that the settlement of strikes and lockouts affecting a Party hereto shall be entirely within the discretion of that Party, and that the above requirement that any condition of force majeure shall be remedied with all reasonable dispatch shall not, however, require the settlement of strikes, lockouts or other industrial disturbances by acceding to the demand of the opposing third party or parties when such a settlement is determined to be unfavorable or undesirable to the affected Party hereto in the sole judgment of that Party.

4. Duplicate original counterparts; other similar agreements distinct. This Agreement may be executed in duplicate original copies by the Parties. Similar agreements by and between the City and other contracting entities may be made; each such separately executed version of this Agreement is and shall constitute a separate and distinct agreement between the City and the particular other contracting entity but does not create obligations or rights as between the Parties hereto.
5. No third-party beneficiaries. This Agreement is not intended to and does not create rights or remedies in favor of any third parties.
6. Complete agreement; amendment in writing. This Agreement, including all Attachments, is the sole agreement between the Parties concerning the subject matter hereof, and supersedes any and all prior understandings, agreements, representations or undertakings between the Parties concerning that subject matter. This Agreement may be amended or modified only by a writing duly executed by both Parties. No official, employee, agent or representative of either Party has the authority to amend or modify this Agreement without the official approval of that Party's governing body.
7. No exclusivity. This Agreement does not create any exclusive rights with Marble Falls regarding Burnet's provision of Digital Forensic Services; and Burnet may provide such services to other local government entities as may be permitted by law.
8. Alternative Dispute Resolution. It shall be a prerequisite to either Party seeking legal or equitable relief for any disputes arising under or related to this Agreement or the Dispatch Services that mediation be conducted. If they are unable to agree to a mediator and mediation process, the Parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in the Texas Civil Practice and Remedies Code, Section 154.023. Unless both Parties are satisfied with the results of any such mediation, it will not constitute a final

and binding resolution of the dispute; provided, however, that any mutually agreed settlement reached in such mediation may be enforced by any court of competent jurisdiction. All communications within the scope of the mediation are and shall be confidential as provided in said Section 154.023 unless both Parties agree in writing to waive confidentiality.

- 9. **No assignment.** This Agreement is not assignable in whole or part by either Party without the express written consent of the other; provided, however, that the Burnet may, in its discretion, contract with third parties to assist Burnet with providing services hereunder.
- 10. **Non-waiver.** Any act of forbearance by either Party will not constitute and will not have the effect of an amendment of this Agreement. The failure of either Party to exercise any right under this Agreement under certain circumstances does not imply a waiver of such right under like circumstances later occurring.
- 11. **Notice.** Any notice required to be given under this Agreement by one Party to the other must be in writing, and is deemed to have been given (i) immediately if delivered in person to, or (ii) within three business days after the mailing of the notice if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, and addressed to: the person named below at the address specified below (or to such person at such address as the Party being notified has from time to time designated in writing to the notifying Party).

For notice to Marble Falls:

City of Marble Falls
Attn: Police Chief
606 Avenue N
Marble Falls, Texas 78564

For notice to Burnet:

City of Burnet
Attn: Police Chief
P.O. Box 1369
Burnet, Texas 78611

- 12. **Severability.** If any part of this Agreement is held unenforceable by a court of competent jurisdiction and authority, the remainder of the Agreement shall be construed as if that portion held unenforceable were not part of the Agreement, and effect shall be given to the remainder of the Agreement to the extent possible without internal contradictions created by such severance.
- 13. **Conflict between Agreement and Attachments.** In the event of a conflict between the provisions of this main body of this Agreement and the terms provided in the Attachments, the provisions of this main body of this Agreement shall control and be given predominant effect.

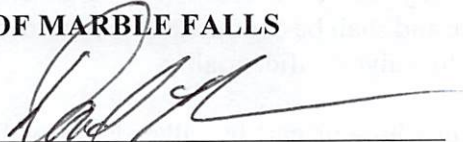
(Signatures on following page)

Burnet _____ Marble Falls *de*

ACCEPTED AND APPROVED:

CITY OF MARBLE FALLS

CITY OF BURNET

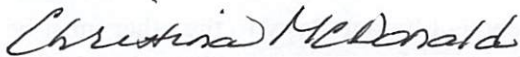
By: 
Dave Rhodes, Mayor

By: _____
Gary Wideman, Mayor

Date: 9.17.2024


Date: _____

ATTEST:


Christina McDonald, City Secretary

Maria Gonzales, City Secretary

APPROVED ONLY AS TO FORM:


Josh Brockman-Weber, Marble Falls City Attorney



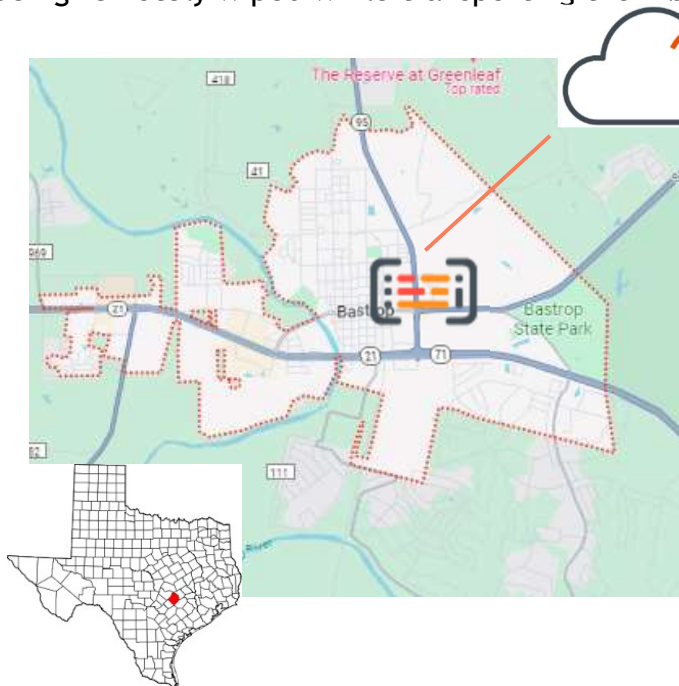
ITEM 8-4.

Burnet Police Department Digital Forensics Proposal

Burnet Police Department is experiencing an increased amount of digital evidence during investigations and, despite current investments, does not have tools to unlock, extract, nor analyze these devices. As of today, BPD is collecting only 10-15 phones per year, but hundreds of mobile devices are turned away from investigations. Of those devices, about 50% come in locked. Without the proper extraction tools, BPD is either turning away evidence. When a device has been deemed necessary to extract, investigators are outsourcing to different agencies based on availability. It takes over a year for that evidence to be returned to Burnet PD. These devices contain pertinent evidence in cases involving ICAC, drug trafficking, assault, and more. Because of this, BPD will continue to not meet requirements for case closure, conviction rate, and public trust until an at-home solution is put in place.

How Cellebrite Can Help

90% of evidence comes from digital sources. The digital sophistication of bad actors is outpacing majority of teams. As a society, we see the heavy reliance of phones perform even the most mundane, day-to-day tasks. The phone is a digital witness, and it is imperative we collect as much evidence as possible; these solutions will do that with BPD. Cellebrite Inseyets allows agencies to lawfully unlock, decrypt, and extract critical digital evidence from the widest range of iOS and Android devices. Inseyets allows BPD investigators to unlock mobile devices anywhere from the lab to the crime scene. To collect the most evidence possible, users will be able to unlock phones via Supersonic Brute Force, as well as in AFU and BFU status. This means BPD does not need to waste valuable time or risk devices being remotely wiped while transporting them back to the lab.



- Perform Full File System Extractions to find deleted information, even more locations, and other evidence not collected by other extraction types
- Extract messages, media, account information, locations, and more from over 100 social media and third-party applications
- Eliminate manual processes by using automation to identify, unlock, extract, and decode mobile devices all with one click

Dani Reilly
 Cellebrite SLG Account Manager
 Danielle.Reilly@Cellebrite.com



Burnet Proposed Solution

Solution	Description
Cellebrite InsEYEts	Allows BPD unlimited extractions, review, and analysis of the evidence found on mobile devices as well as the social media and third-party applications. Includes Physical Analyzer.
Unlocks	40 Mobile Device Unlocks
Training	1x CCPO (Cellebrite Certified Premium Operator)

Pricing Summary

Item	Year 1	Year 2*
Cellebrite Proposed Solution	\$ 23,950	\$ 21,000
1x Cellebrite CCPO	\$ 1,750	
Total BPD Pricing	\$ 25,700	\$ 21,000
2x Complimentary Unlocks	\$ -	\$ -
Approved Discounting (exp. June 30)	\$ 2,600	\$ -
Final BPD Pricing	\$ 23,100	\$ 21,000

*Approximate renewal based on 5-8% annual increase

Dani Reilly
 Cellebrite SLG Account Manager
 Danielle.Reilly@Cellebrite.com

Cellebrite MOU



Discuss and consider action: Approval and authorization to enter into an interlocal agreement with the City of Marble Falls for the use of Cellebrite software for mobile phone forensics: B. Lee



Cellebrite provides advanced cell phone forensics

Newest technology the company provides

Ability to unlock the newest Apple IOS

Current wait time is up to one year on investigations

Major investigations incorporate cell phone investigations

No agencies in the hill country with cell phone forensic capability
outside of Burnet PD

Cedar Park is the closest agency with any capability

Questions



Recommendation

Staff recommends the authorization and approval of the interlocal agreement with the City of Marble Falls for the Cellebrite software.



Item Brief

Meeting Date

October 22, 2024

Agenda Item

Discuss and consider action: Resolution R2024-79 L. Kimbler

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, PRELIMINARILY ACCEPTING PUBLIC STREET, WATER, AND ELECTRICAL IMPROVEMENTS CONSTRUCTED WITHIN THE CREEKFALL SUBDIVISION, PHASES 1 AND 2; AND APPROVING A WARRANTY BOND TO ASSURE THE MAINTENANCE OF THE INFRASTRUCTURE IMPROVEMENTS

Information

Creekfall Subdivision Phases 1 and 2 is a 134-lot single-family home subdivision. The Final Plats were approved on June 11, 2024. The City Engineer has confirmed the infrastructure meets all requirements of Chapter 98.

Pursuant to Chapter 98, the Developer shall warranty the infrastructure for a period of one year. The Developer proposes to assure this warranty by submittal of a warranty bond from Harco National Insurance Company in an amount equal to the costs of the infrastructure as certified by the Project Engineer and approved by the City Engineer.

This resolution authorizes the preliminary acceptance of the infrastructure and approves the warranty bond as the means to ensure 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 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.

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.

Fiscal Impact

N/A

Recommendation

Staff recommends preliminary acceptance of the Creekfall Subdivision, Phase 1 and 2 and approval of Resolution R2024-79 as presented.

RESOLUTION NO. R2024-79

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, PRELIMINARILY ACCEPTING PUBLIC STREET, WATER, AND ELECTRICAL IMPROVEMENTS CONSTRUCTED WITHIN THE CREEKFALL SUBDIVISION, PHASES 1 AND 2; AND APPROVING A WARRANTY BOND TO ASSURE THE MAINTENANCE OF THE INFRASTRUCTURE IMPROVEMENTS

WHEREAS, the City Council of the City of Burnet (Council), Texas, has determined that public street, water, wastewater, and electrical distribution improvements (Improvements) constructed within The Creekfall Subdivision, Phases 1 and 2 have been constructed in accordance with the construction plans approved for construction of said subdivision; and

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

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

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

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

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

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

Section Two. 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 Creekfall Subdivision, Phases 1 and 2; as shown on the plat of the subdivision to be subject to public dedication.

Section Three. Maintenance guarantee accepted. The Maintenance Bond for the warranty and maintenance of the public improvements required for The Creekfall Subdivision, Phases 1 and 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 of 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; and
- (b) Should the Developer fail to cure, the City may utilize the bond to cure; and
- (c) The warranty period shall extend for an additional year after any cure of a defect or failure and the Developer shall provide fiscal security for the extended warranty period.

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

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

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

PASSED AND APPROVED on this the 22nd day of October 2024.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary

Warranty Bond



MAINTENANCE BOND

BOND NO. HSHNSU0855267

KNOW ALL MEN BY THESE PRESENTS: THAT WE, Nelson Lewis, Inc.
 _____ as Principal, and
 Harco National Insurance Company , Illinois Corporation of
 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27605
 licensed to do business in the State of Illinois and _____ as Surety, are held and firmly bound unto
 CITY OF BURNET, 1001 BUCHANAN DRIVE, SUITE 4 | P.O. BOX 1389 BURNET, TX 78611
 as Obligee, in the full and just sum of Three Hundred Fifty Eight Thousand Two Hundred Forty Seven Dollars and No Cents
 _____ (\$ 358,247.00)

Dollars lawful money of the United States of America to the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED AND DATED THIS 22nd day of April , 20 24


THE CONDITION OF THIS OBLIGATION IS THAT, WHEREAS the Principal entered into a contract with the Obligee for Creekfall Ph1 & Ph 2 Subdivision, Water, Wastewater, Drainage, Electric, Grading and Street Improvements

AND WHEREAS, the Obligee requires a guarantee from the Principal against defective workmanship in connection with said Contract.

NOW, THEREFORE, if the Principal shall make any repairs or replacements which may become necessary during the period of One-Year thru April 22nd, 2025 because of defective workmanship in connection with said contract of which defectiveness the Obligee shall give the Principal and Surety written notice within (30) thirty days after discovery thereof, then this obligation shall be void; otherwise it shall be in full force and effect.

All suits at law or proceedings in equity to recover on this bond must be instituted within twelve (12) months after the expiration of the maintenance period provided for herein.

Witness Susan Jobler

Nelson Lewis, Inc.


 Principal

Witness Camellia Doss
 Camellia Doss, Secretary

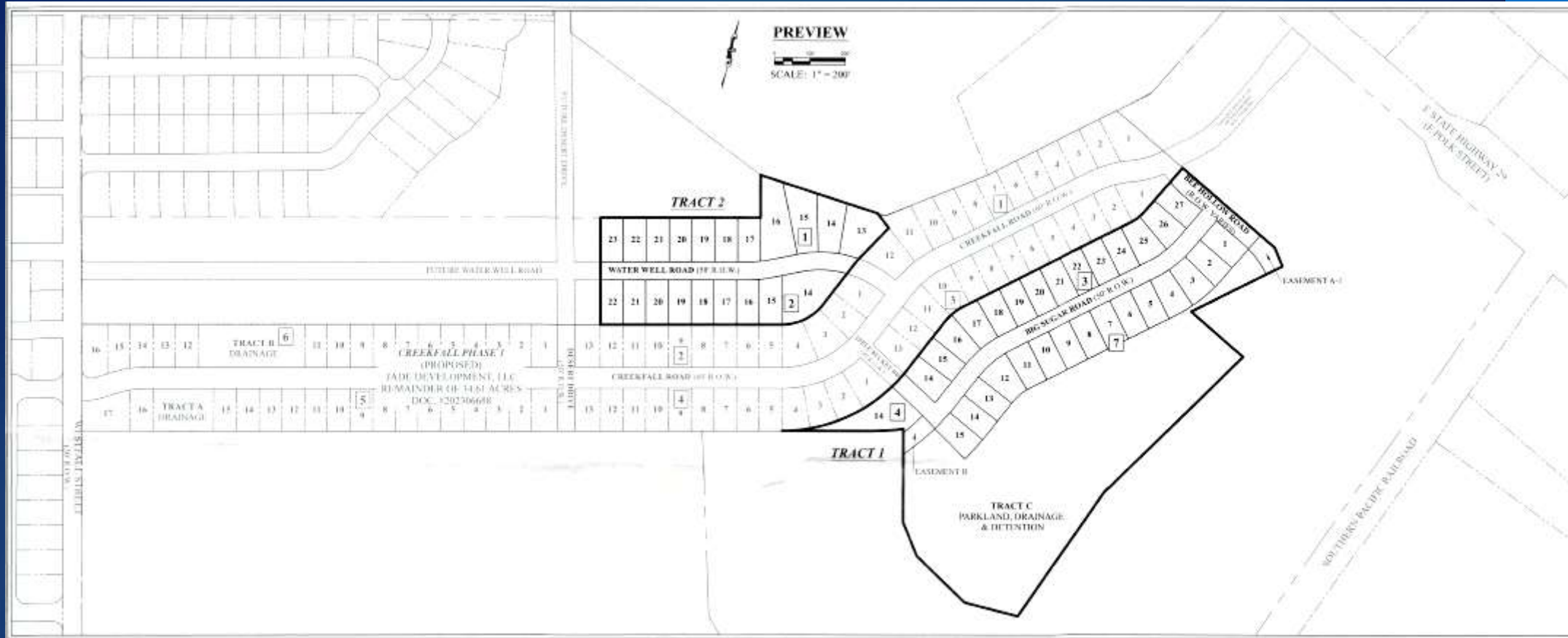
Harco National Insurance Company
 Kenneth Nilsche
 Kenneth Nilsche Attorney-in-Fact

Discuss and consider action:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, PRELIMINARILY ACCEPTING PUBLIC STREET, WATER, AND ELECTRICAL IMPROVEMENTS CONSTRUCTED WITHIN THE CREEKFALL SUBDIVISION, PHASES 1 AND 2; AND APPROVING A WARRANTY BOND TO ASSURE THE MAINTENANCE OF THE INFRASTRUCTURE IMPROVEMENTS



CREEKFALL SUBDIVISION, PHASES 1 AND 2



- 133 lot single-family subdivision
- Final plat approved June 11, 2024
- All improvements installed, inspected, and completed
- All documentation has been received
- Resolution authorizes preliminary acceptance of infrastructure and approve maintenance bond



Discuss and consider

Approve Resolution
R2024-79



Item Brief

Meeting Date

October 22, 2024

Agenda Item

Discuss and consider action: Resolution R2024-81 L. Kimbler

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE REIMBURSEMENT TO JADE DEVELOPMENT, LLC FOR THE CITY'S PARTICIPATION FOR THE OVERSIZING OF THE WATER LINE TO SERVE THE CREEKFALL SUBDIVISION, PHASES 1 AND 2

Information

In March of this year, the City Council approved a resolution authorizing the City Manager to execute an agreement to oversize a water line with the Developer of the Creekfall Subdivision, Phases 1 and 2. The agreement authorized the City's participation in the cost of constructing the oversizing of the water line, from a 10-inch diameter to a 12-inch diameter, to better serve future development. The City's contribution is the difference between the original cost of the water line, \$750,170.90, and the revised cost of oversizing the water line, \$902,456.30, amounting to \$152,285.40.

Fiscal Impact

Payment of the City's contribution, not to exceed One hundred fifty-two thousand two hundred eighty-five 40/100 dollars (\$152,285.40), is to be made in full within 30 days of City Council's preliminary acceptance of the Creekfall Subdivision, Phases 1 and 2.

Recommendation

Staff recommends approval of the reimbursement to Jade Development in the amount of \$152,285.40 and approval of Resolution R2024-81 as presented.

RESOLUTION NO. R2024-81

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE REIMBURSEMENT TO JADE DEVELOPMENT, LLC FOR THE CITY’S PARTICIPATION FOR THE OVERSIZING OF THE WATER LINE TO SERVE THE CREEKFALL SUBDIVISION, PHASES 1 AND 2

WHEREAS, on March 26, 2024, City Council approved Resolution No. R2024-23 authorizing the City Manager to enter into an agreement with Jade Development, LLC for the oversizing of utility infrastructure; and

WHEREAS, the oversizing agreement authorized the increase in size of the water line proposed to serve the Development from 10-inch diameter to 12-inch diameter; and

WHEREAS, the projected costs to the Developer for the original design are \$750,170.90 and the costs with the revised design are \$902,456.30; and

WHEREAS, the City has agreed to contribute the difference of \$152,285.40 for said oversizing.

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 City Council approves the reimbursement of One hundred fifty-two thousand two hundred eighty-five 40/100 dollars (\$152,285.40) to Jade Development LLC.

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 22nd day of October 2024.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary

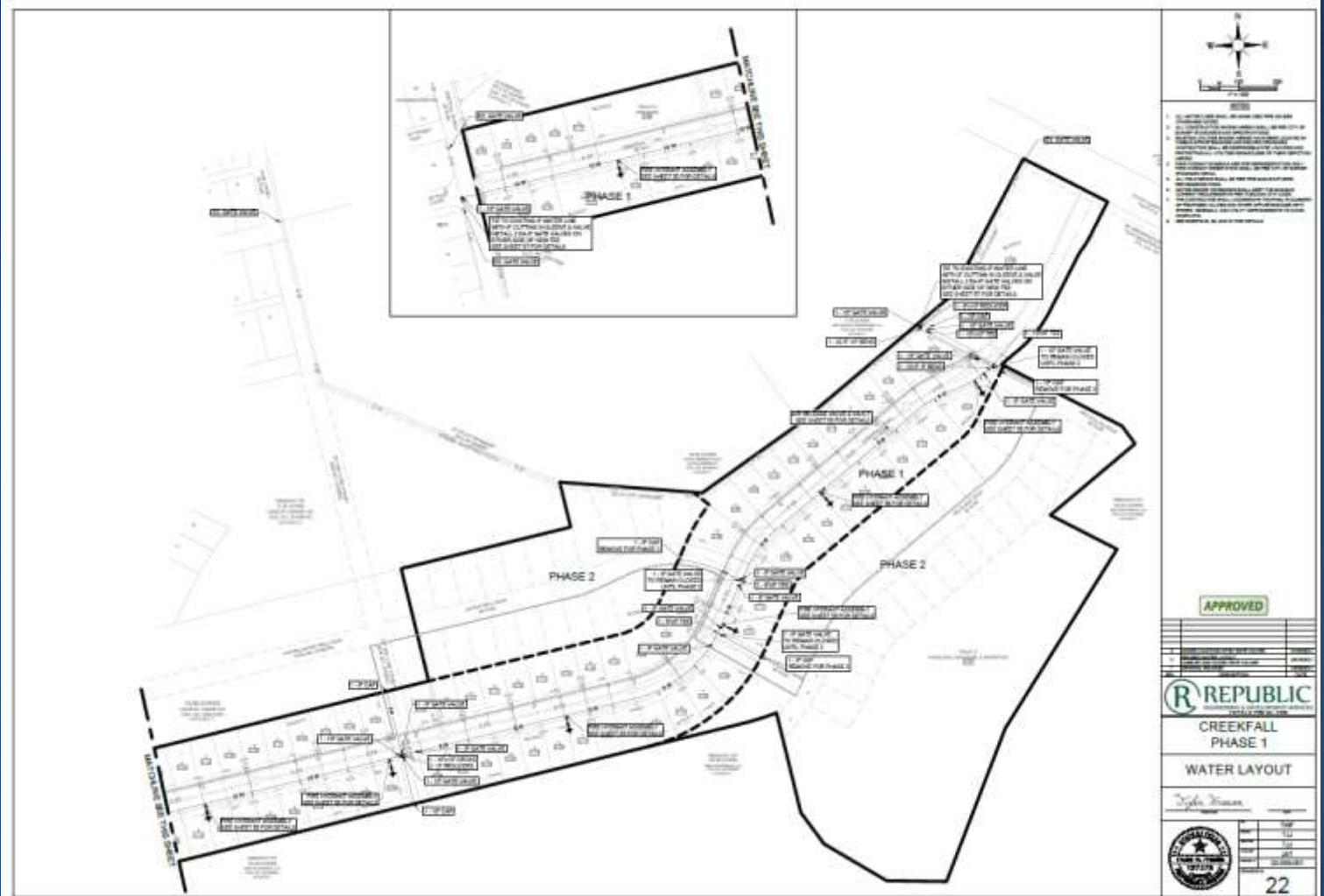
Discuss and consider action:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE REIMBURSEMENT TO JADE DEVELOPMENT, LLC FOR THE CITY'S PARTICIPATION FOR THE OVERSIZING OF THE WATER LINE TO SERVE THE CREEKFALL SUBDIVISION, PHASES 1 AND 2



CREEKFALL WATER LINE REIMBURSEMENT

ITEM 8-6.



March 26, 2024 – Oversize agreement approved
10-inch diameter to 12-inch diameter
Original cost = \$750,170.90
Revised cost = \$902,456.30
Difference = \$152,285.40



Discuss and consider

Approve Resolution
R2024-81



Item Brief

Meeting Date

October 22, 2024

Agenda Item

Discuss and consider action: Approval and authorization to purchase vehicles for Code Enforcement, Fire Department, Electric Department, Water/Wastewater Department, and Streets Department: B. Lee

Information

The proposed vehicle purchases are intended to replace several City vehicles that have exceeded their serviceable life. Each department requesting the vehicles has specific operational needs for them. The Code Enforcement, Fire, Electric, Water/Wastewater, and Streets Departments are seeking to purchase new vehicles, as outlined in the 2024-2025 self-funded budget. A total of six new vehicles are included in this request as detailed below, and all will be on a 5-year amortization schedule.

- Code Enforcement
(1) 2024 Toyota Tacoma Crew Cab
- Fire Department
(1) 2025 Chevrolet Silverado 1500 4WD Short Crew Cab
- Electric Department
(1) 2025 Ford F-350 4x4 Crew Cab XL
- Water/Wastewater Department
(2) 2024 Ford F-250 4WD Regular Cab with Utility Box
- Streets Department
2025 Super Duty F-450 XL 4WD Regular Cab with Dump Bed

Fiscal Impact

The total cost (See Exhibit A) for the vehicles is Three hundred thirty-one thousand seventy-nine dollars and 01/100 dollars (\$331,079.01).

Recommendation

Staff recommends approval of the vehicle purchases for Code Enforcement, Fire, Electric, Water/Wastewater, and Streets Departments as presented.



PRODUCT PRICING SUMMARY
 TIPS USA TIPS RFP 210907 Automobiles
 VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF BURNET Prepared by: SETH GAMBLIN
 Contact: _____ Phone: 512.436.1313
 Email: _____ Email: SGAMBLIN.SILSBEEFLEET@GMA
 Product Description: FORD F350 Date: September 12, 2024

A. Bid Item: _____ A. Base Price: \$ **52,495.00**

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
W3B	2025 F-350 SRW 4X4 CREW CAB XL	\$ -			
99T	6.7L 4V OHV Power Stroke V8 Turbo Diesel B	\$ 9,995.00			
90L	POWER EQUIPMENT GROUP	INC			
			66S	UPFITTER SWITCHES	\$ 179.00
TBM	TIRES LT245/75RX17E BSW A/T	\$ 165.00	640A	ORDER CODE	
52B	TRAILER BRAKE CONTROLLER	INC	44G	TRANSMISSION	
18B	PLATFORM RUNNING BOARDS	\$ 445.00		56CA 176WB	
43C	110V/400W OUTLET	\$ 175.00	4WD	4X4 UPGRADE	\$ 1,175.00
Total of B. Published Options:					\$ 12,134.00
Published Option Discount (5%)					\$ (662.00)

C. Additional Options \$= 0.0 %

Options	Bid Price	Options	Bid Price
		EXTERIOR COLOR- WHITE (Z1)	
		INTERIOR- HD VINYL	
		40/20/40	
Total of C. Unpublished Options:			\$ -

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

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

F. Contract Price Adjustment: _____

G. Additional Delivery Charge: 225 miles \$ **393.75**

H. Subtotal: \$ **64,360.75**

I. Quantity Ordered 1 x K = \$ **64,360.75**

J. Trade in: _____ \$ -

K. _____

L. Total Purchase Price \$ **64,360.75**



PRODUCT PRICING SUMMARY
TIPS USA 210907 Automobiles
VENDOR--LAKE COUNTRY CHEVY 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF BURNET FIRE Prepared by: SETH GAMBLIN
 Contact: _____ Phone: 512.436.1313
 Email: _____ Email: SGAMBLIN.SILSBEEFLEET@GMA
 Product Description: CHEVROLET SILVERADO 1500 Date: September 16, 2024

A. Bid Item: _____ A. Base Price: \$ **41,907.00**

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
CK10543	2025 1500 SILVERADO 4WD SHORT CREW	\$ -	RIA	ALL WEATHER MATS	\$ 230.00
1LT	1 LT PACKAGE		VXH	CHROME STEPS	\$ 795.00
L84	ENGINE 5.3L ECO TEC3 V8	\$ 1,595.00	Z82	TOW PACKAGE	INC
MQB	10 SPEED TRANS	\$ -	DPO	MIRROR PREM	INC
JL1	TRAILER BRAKE CONTROLLER	\$ 275.00			\$ -
					\$ -

Total of B. Published Options: \$ 2,895.00

Published Option Discount (5%) \$ (1,157.99)

C. Additional Options

\$= 0.0 %

Options	Bid Price	Options	Bid Price
		EXTERIOR COLOR- WHITE	\$ -
		INTERIOR HOU JET BLACK CLOTH	
		ESTIMATE ONLY****	

Total of C. Unpublished Options: \$ -

- D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ **350.00**
- E. Lot Insurance (for in-stock and/or equipped vehicles): \$ **-**
- F. Contract Price Adjustment: 1LT UPGRADE \$ **11,795.00**
- G. Additional Delivery Charge: 250 miles \$ **437.50**
- H. Subtotal: \$ **56,226.51**
- I. Quantity Ordered 1 x K = \$ **56,226.51**
- J. Trade in: _____ \$ **-**
- K. _____
- L. Total Purchase Price \$ **56,226.51**



PRODUCT PRICING SUMMARY
TIPS USA 210907 AUTOMOBILES
 VENDOR- Silsbee Toyota, 1396 Hwy 327 E., Silsbee TX 77656

End User: CITY OF BURNET Prepared by: SETH GAMBLIN
 Contact: _____ Phone: 512.436.1313
 Email: _____ Email: SGAMBLIN.SILSBEEFLEET@GMA
 Product Description: TOYOTA TACOMA Date: September 12, 2024

A. Bid Item: 28 A. Base Price: \$ **33,395.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
7186	2024 TACOMA CREW CAB	\$ -			
LL	CONVENIENCE PKG	\$ 230.00			
40	EXTERIOR WHITE	\$ -			
FB14	INTERIOR--GRAY	\$ -			
Total of B. Published Options:					\$ 230.00

Published Option Discount (5%) \$ **(11.50)**

C. Unpublished Options

Description	Bid Price	Options	Bid Price
Total of C. Unpublished Options:			\$ -

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

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

F. Contract Price Adjustment: _____ \$ -

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

H. Subtotal: \$ **34,051.00**

I. Quantity Ordered 1 x H = \$ **34,051.00**

J. Trade in: _____ \$ -

K. Total Purchase Price \$ **34,051.00**

ITEM 8-7.

CALDWELL COUNTRY FORD dba ROCKDALE COUNTRY FORD

479 W US HWY 79 ROCKDALE, TEXAS 76567

BUYBOARD 724-23

End User: CITY OF BURNET Caldwell Rep: MARCUS SHAW #2814

Contact: BARBARA COBERN Phone: (979) 567-1500

Phone/ Email: BCOBERN@CITYOFBURNET.COM Date: Thursday, June 27, 2024

Product Description: 2025 Ford Super Duty F-450 DRW (F4H) XL 4WD Reg Cab 169' Email: MSHAW@USAAUTOMOTIVEPARTNE

A. Bid Series: 129-FORD F450 DRW CHASSIS CAB A. Base Price: \$ 66,310.00

B. Published Options [Itemize each below]

Table with columns: Code, Model Vehicle, Code, Options, Bid Price, Code, Options, Bid Price. Includes options like Engine, Transmission, Order Code, Alternator, Battery, Vinyl, Tires, Axle Ratio, and Color.

Total of B. Published Options \$ -

C. Unpublished Options [Itemize each below, not to exceed 25%]

Table with columns: Unpublished Options, Bid Price, Unpublished Options, Bid Price. Includes a total row for Unpublished Options.

Total of C. Unpublished Options: \$ -

D. Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:

E. Upfitter/Quote Number: K NAPHEIDE 560737 \$ 19,602.00

F. Delivery ETA:

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

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

I. Contract Price Adjustment:

J. Additional Delivery Charge 80 miles \$ 240.00

K. Subtotal \$ 86,152.00

L. Quantity Ordered 1 x K = \$ 86,152.00

M. Trade in:

N. Coop Fee per purchase order \$ 400.00

O. Total purchase price with coop fee (Prices and availability are subject to change without notice) \$ 86,552.00

DISCLAIMER

PRICES AND AVAILABILITY CAN CHANGE AT ANY TIME WITHOUT FURTHER NOTICE DUE TO SUPPLY CHAIN CHALLENGES. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. FINAL PRICE IS NOT CONFIRMED UNTIL VEHICLE ORDER IS ACCEPTED BY THE MANUFACTURER. ACKNOWLEDGE BY RECEIPT THAT THE PURCHASE ORDER WAS RECEIVED BY USA AUTOMOTIVE PARTNERS, LLC. (CALDWELL COUNTRY CHEVROLET, ROCKDALE COUNTRY FORD dba CALDWELL COUNTRY FORD, CAMERON COUNTRY CDJR)

ITEM 8-7.



PRODUCT PRICING SUMMARY
TIPS USA 210907 AUTOMOBILES
VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF BURNET Prepared by: SETH GAMBLIN
 Contact: _____ Phone: 512.436.1313
 Email: _____ Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM
 Product Description: FORD F250 REG CAB Date: September 16, 2024

A. Bid Item: _____ A. Base Price: \$ **46,175.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
F2B	2024 F250 4WD SD REGULAR CAB	\$ -	600A	ORDER CODE	
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo I	\$ 10,495.00		142"WB 8 ' BOX SRW 56ca	
44F	10 SPEED TRANS	\$ -			
90L	POWER EQUIPMENT GROUP	INC	4WD	4WD UPGRADE	\$ 3,795.00
18B	RUNNING BOARDS	\$ 320.00			
52B	TRAILER BRAKE CONTROLLER	INC	66S	UPFIER SWITCHES	\$ 165.00

Total of B. Published Options: \$ **14,775.00**

Published Option Discount (5%) \$ **(738.75)**

C. Unpublished Options

\$= 23.4 %

Description	Bid Price	Options	Bid Price
		EXTERIOR COLOR- WHITE	
TINT ALL MAX	\$ 175.00	INTERIOR COLOR- EARTH GRAY VINYL	
FLOOR MATS FRONT	\$ 150.00	600A-ORDER CODE XL	
		142 WB 8FT BOX	
		56CA	
TRUX 2427	\$ 13,915.00		
		ORDER BANK OPEN NOW**	

Total of C. Unpublished Options: \$ **14,240.00**

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

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

F. Contract Price Adjustment: _____

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

H. Subtotal: \$ **74,888.75**

I. Quantity Ordered 1 x H = \$ **74,888.75**

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

K. _____

L. Total Purchase Price \$ **74,888.75**

ITEM 8-7.

ESTIMATE

TRUX Service Body & Rigging
1550 East Cardinal
Beaumont, TX 77705

rlowrance@truxsbr.com
+1 (409) 718-0342



Bill to

SILSBEE FORD
1211 US HIGHWAY 96 N
SILSBEE, TX 77656

Ship to

SILSBEE FORD
1211 US HIGHWAY 96 N
SILSBEE, TX 77656

Estimate details

Estimate no.: 2427
Estimate date: 07/25/2024
Expiration date: 08/26/2024

#	Product or service	Description	Qty	Rate	Amount
1.	READING 56" CA SOLID TOP	READING 56" CA SRW SOLID TOP WHITE STEEL SERVICE BODY WITH BUMPER AND LED LIGHTING INSTALLED ON SRW LWB FORD	1	\$10,983.00	\$10,983.00
2.	BEDLINER	HIGH PRESSURE SPRAY IN BEDLINER	1	\$500.00	\$500.00
3.	LADDER RACK	KARGOMASTER SERVICE BODY LADDER RACK INSTALLED	1	\$2,247.00	\$2,247.00
4.	CAMERA RELOCATION	RELOCATE FACTORY CAMERA	1	\$185.00	\$185.00
5.		ATTN : SETH GAMBLIN CITY OF BURNET W/WW DEPT.			\$0.00

Total **\$13,915.00**

Expiry date 08/26/2024



City of Burnet

FY 25 Vehicle Purchases

Discuss and consider action: Approval and authorization to purchase vehicles for Code Enforcement, Fire Department, Electric Department, Water/Wastewater Department, and Streets Department: B. Lee

Vehicles to be purchased

- 2025 Ford F-350 4x4 Crew Cab XL (Electric)
- 2025 Chevrolet Silverado 1500 4WD Short Crew (Fire)
- 2024 Toyota Tacoma Crew Cab (Code Enforcement)
- 2025 Ford Super Duty F-450 XL 4WD Regular Cab (Streets)
- (2) 2024 Ford F-250 4WD Regular Cab (Water)





Fiscal Impact



The total cost is \$331,079.01



Includes upfitting for the FD vehicle



Dump bed on Street Department vehicle



Utility box on Water Department vehicles



Budgeted in the self funded budget for FY25.

Questions



Recommendation

Staff recommends approval of the vehicle purchases for Code Enforcement, Fire, Electric, Water/Wastewater, and Streets Departments as presented.



Item Brief

Meeting Date

October 22, 2024

Agenda Item

Discuss and consider action: Resolution No. R2024-80: E. Belaj

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, CALLING FOR A PUBLIC HEARING TO CONSIDER AMENDMENTS TO THE CITY'S IMPACT FEE

Information

The impact fee is a cost recovery tool that the State of Texas allows cities to use to recover some of the water and wastewater costs for upsizing. The process typically entails hiring a consultant to calculate the impact of project upsizing on the system and deriving the appropriate maximum cost that a city can legally collect from future construction.

The City's impact fee needs to be reviewed every five years, as required by Texas Local Government Code Chapter 395. The last update was completed in 2019. Additionally, the City has projects that need to be included in the impact fee. The impact fee can only be used for projects specifically listed in the impact fee calculation process.

The current impact fee charged by the City was initially implemented in 2004, and it has been readopted without significant changes since.

Fiscal Impact

N/A

Recommendation

Staff recommends the approval of Resolution No. R2024-80 as presented.

RESOLUTION NO. R2024-80

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, CALLING FOR A PUBLIC HEARING TO CONSIDER AMENDMENTS TO THE CITY’S IMPACT FEE

WHEREAS, the Texas Local Government Code (TLGC) Chapter 395 requires cities to adopt the impact fee every five years; and

WHEREAS, City Council wishes to review and revise the capital projects for the impact fee; and

WHEREAS, City Council wishes to consider amendments to the City’s water impact fee capital improvements plan; and

WHEREAS, the TLGC requires the City to set a public hearing date; and

WHEREAS, the City’s consultant has presented Council with an adoption schedule; and

WHEREAS, the City Council wishes to set a public hearing date as required by the TLGC Chapter 395.

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 Public Hearing Notice as Exhibit “A” calling for a Public Hearing to be held January 14, 2025 is hereby approved.

Section Three. Authorization. The City Manager or his designee shall publish this notice not less than 30 days before the public hearing date.

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

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

PASSED AND APPROVED on this the 22nd of October 2024.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary

EXHIBIT "A"

NOTICE OF PUBLIC HEARING ON AMENDMENTS TO WATER IMPACT FEE CAPITAL
IMPROVEMENTS PLAN

A hearing shall be held at 6:00 p.m., Tuesday, January 14, 2025, in the Burnet City Hall Council Chambers, 2402 S. Water Street, Burnet, Texas, 78611. The purpose of the hearing is to consider the update to the water impact fee capital improvement projects. Any member of the public has the right to appear at the hearing and present evidence for or against the water capital projects.

IMPACT FEE UPDATE

SETTING A PUBLIC HEARING FOR JAN. 14, 2025

Discuss and consider action: Resolution No. R2024-80: E. Belaj

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET,
TEXAS, CALLING FOR A PUBLIC HEARING TO CONSIDER
AMENDMENTS TO THE CITY'S IMPACT FEE

Impact Fee Update

IMPACT FEES

What are they?

- Mechanism that allows municipalities the ability to recover infrastructure costs associated with future development
 - New construction or facility expansion to serve future development during the next ten (10) years
- Governed by Chapter 395 of the Texas Local Government Code
 - *“Impact Fee means a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development”*

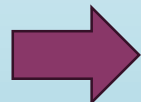


Impact Fee Update

- Must be updated every 5 years
- Must have a public hearing
- This update will be presented before council in November
- Ch. 395 sets a general schedule for adoption

Current Tentative Schedule

Potential Impact Fee Schedule (All Dates are ESTIMATES)							
Task	Action Item	Staff	Council	CIAC	Legal	NewGen	Current Status / Anticipated Date
CIAC PROCESS							
1	Council Designates Capital Improvement Advisory Committee (CIAC)	X	X		X		Already Complete
2	Complete agenda item(s) before meeting	X			X		Already Complete
3	CIAC Review of CIP and Impact Fees, Formalize Comments to Council	X		X		X	12/2/2024
4	Complete agenda item	X			X		TBD
5	CIAC Submit Written Comments to Council (5 Days before Public Hearing)	X		X			No later than 1/6/2024
ADOPTION PROCESS							
1	Council Meeting - Review CIP, Impact Fee Calculation , and Set Public Hearing Date	X	X		X	X	10/22/2024
2	Complete agenda item(s) before meeting	X			X		10/15/2024
3	Advertise Public Hearing Date for Consideration of CIP and Adoption and Consideration of Impact Fees (Must be 30 days before Public Hearing)	X			X		11/13/2024 - 12/13/2024
4	Advertisement to the newspaper	X			X		11/13/2024 - 12/13/2024
5	Council Public Hearing and Approval of Impact Fees (Must be at least 30 days after Notice)	X	X		X	X	1/14/2025
6	Complete agenda item(s) before meeting	X			X		1/7/2025
7	Develop/Adopt Impact Fee Ordinance (must be within 30 days of Public Hearing)	X	X		X	X	1/14/2025
8	Complete agenda item(s) before meeting	X			X		1/7/2025





This item is simply to call for a public hearing on January 14, during a council meeting

Recommendation

- Staff recommends the approval of Resolution No. R2024-80 as presented.



Item Brief

Meeting Date

October 22, 2024

Agenda Item

Discuss and consider action: Resolution No. R2024-76: D. Vaughn

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, DECLARING THE TERMINATION OF A LICENSE AGREEMENT BETWEEN THE CITY OF BURNET AND DUSTIN ORMAN, AND AUTHORIZING FURTHER ACTIONS IN RESPONSE TO THE LICENSE DEFAULT

Information

This License Agreement, effective as of October 2020, between the City of Burnet (Licensor) and Dustin Orman (Licensee), allows the Licensee to cultivate crops (primarily Coastal Bermuda grass) on approximately 109.63 acres of land owned by the City near the Wastewater Treatment Plant (WWTP) to help maximize the absorption of treated wastewater effluent (See Exhibit A). The Licensee agrees to pay an annual fee of \$10,000 by July 15 each year. This agreement renews automatically each fiscal year, assuming payment is made.

On or about August 28, 2024, the Licensee verbally indicated to Water/Wastewater Treatment Supervisor Richard Harrison his intent to end the License Agreement. At that time, Mr. Harrison requested that the Licensee provide written notice of this intent. No written notice has been provided, and although required per Section 4.3 (G) of the License Agreement, winter vegetation has not been planted. It has also been noted that the Licensee has vacated the Wastewater Treatment Plant of all know previously stored equipment and inventory.

Based on vacating of the premises without written notice and not planting winter vegetation, the License Agreement has been determined to be in default by the Licensee under Sections 8.1 and 8.2 of the License Agreement.

Fiscal Impact

Staff expects to be able to acquire a new licensee, but because of the timing of the default, the \$10,000 annual fee may need to be prorated for Fiscal Year 2025.

Recommendation

Staff recommends approval and adoption of Resolution No. R2024-76 as presented.

RESOLUTION NO. R2024-76

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, DECLARING THE TERMINATION OF A LICENSE AGREEMENT BETWEEN THE CITY OF BURNET AND DUSTIN ORMAN, AND AUTHORIZING FURTHER ACTIONS IN RESPONSE TO THE LICENSE DEFAULT

WHEREAS, the City of Burnet (hereinafter "City") entered into a License Agreement with Dustin Orman (hereinafter "Licensee") effective as of October 2020, granting Licensee the right to cultivate crops, primarily Coastal Bermuda grass, on approximately 109.63 acres of land adjacent to the Wastewater Treatment Plant to assist with the absorption of treated wastewater effluent; and

WHEREAS, the License Agreement requires an annual payment of \$10,000 from Licensee, due on or before July 15 each year, and the Agreement automatically renews each fiscal year, assuming payment is made and other conditions are met; and

WHEREAS, on or about August 28, 2024, Licensee verbally indicated to City staff his intent to terminate the License Agreement, and although written notice was requested, no such written notice has been provided; and

WHEREAS, it has been noted that Licensee has vacated the Wastewater Treatment Plant of all known previously stored equipment and inventory, and has not planted winter vegetation as required in Section 4.3 (A) of the License Agreement; and

WHEREAS, based on the vacating of the premises without written notice and not planting winter vegetation, the License Agreement has been determined to be in default by Licensee under Sections 8.1 and 8.2 of the License Agreement; and

WHEREAS, the City Council finds it necessary to terminate the License Agreement and authorize appropriate actions to address the default.

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. Termination. The License Agreement between the City of Burnet and Dustin Orman is hereby declared in default due to him vacating the premises without written notice and not planting winter vegetation.

Section Three. Authorization. The City of Burnet, through its City Manager or designee, is hereby authorized and directed to take any and all necessary actions to formally terminate the License Agreement and prevent any further use of the premises by

Licensee. The City Manager is further authorized to communicate with the Licensee regarding the retrieval of any remaining equipment or materials from the premises, if applicable, and to take necessary legal or administrative actions to ensure compliance with City ordinances and agreements.

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 22nd day of October 2024.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary

Exhibit A

LICENSE AGREEMENT

This License Agreement is made and entered into as of, and to be effective this the 27 day of October, 2020, by and between Licensor, the City of Burnet, a Texas home rule municipality acting by and through its Mayor and Licensee, Dustin Orman, an individual.

Recitals

Whereas, it is essential to the public health, the proper operation of the wastewater treatment plant, and the disposal of treated wastewater effluent that City directly, or by contracting for services, raise vegetation on the WWTP effluent irrigation land in order to maximize the effectiveness of the effluent irrigation system; and

Whereas, the public health and efficient operation of the WWTP irrigation system require the irrigation and raising of Crops to follow established standards; and

Whereas, licensing the Premises for hay and vegetation cultivation to increase the absorption of wastewater effluent is economical and beneficial to the public welfare; and

Whereas, Licensee, is an individual who under the Prior Contract, has demonstrated experience, expertise, and resources to perform desired cultivating activities on the Premises.

Article I. Definitions

For the purposes of this Agreement, the following words, terms, and phrases shall have the meanings set forth as follows:

“Agreement” shall mean this Agreement to License the Premises.

“City” shall mean the Licensor, City of Burnet, a Texas home rule municipality located within Burnet County.

“City Consent” shall mean the written consent of City, through its City Manager, for the Licensee to take the action requiring consent.

“Council” shall mean the governing body of City.

“Crop” shall mean Coastal Bermuda grass, hay, or other seasonal vegetation approved by the USDA or Texas A&M University.

“Fiscal Year” shall mean the fiscal year of City which begins each year on October 1st and ends the following September 30th.

“Golf Course” shall mean the City of Burnet Municipal Golf Course.

Initials: City: 

Licensee: 

“Licensee” shall mean Dustin Orman who is operating under this Agreement in his individual capacity.

“Licensee Fee” shall mean the annual fee Licensee is required to pay City for the License to cultivate Crops on the Premises.

“Premises” shall mean an area of land owned by the City of Burnet and abutting the City of Burnet wastewater treatment plant located at 301 Wastewater Plant Way, Burnet, Texas, consisting of approximately 109.63 acres, which the City designated for Crop cultivation under the Prior Contract.

“Party” or “Parties” shall mean City or Licensee separately or jointly as context requires.

“Prior Contract” shall mean that certain Hay Field Agreement between Licensor and Licensee dated May 13, 2008.

“TCEQ” shall mean the Texas Commission of Environmental Quality.

“TCEQ Permit” shall mean the permit issued by the TCEQ with respect to the WWTP.

“USDA” shall mean the United States Department of Agriculture.

“Wastewater Treatment Plant” or “WWTP” shall mean the public wastewater treatment facility authorized by TCEQ to treat wastewater effluent produced by City’s wastewater service customers.


Article II. Acceptance and Conditions of Premises


2.1 **As is where is.** Licensee acknowledges and agrees he has had sufficient time and opportunity to examine the Premises and acknowledges that there is in and about them nothing dangerous to life, limb, or health and hereby **waives any claim for damages that may arise from defects of that character after occupancy.** Licensee’s taking possession of the Premises shall be conclusive evidence of Licensee’s acceptance of the Premises in good satisfactory order in its present condition AS IS, WHERE IS AND WITH ALL FAULTS as suitable for the purpose for which licensed. City specifically disclaims any warranty of suitability for intended purposes of Licensee.

2.2 **Representations.** Licensee acknowledges and agrees that no representations respecting the condition of the Premises and no promises to decorate, alter, repair, or improve the Premises, either before or after the execution, have been made by City or its agents to Licensee unless the same are contained herein.

III. Effective Date, Term and Consideration

3.1 **Effective Date.** This Agreement shall commence on the ____ day of _____, 2020.

Initials: City: 

Licensee: 

3.2 **Term of Agreement.** This Agreement shall be effective for a term ending on September 30, 2021 and shall annually renew automatically at the beginning of City’s Fiscal Year, subject to termination as provided in Section 3.3.

3.3 **Termination.**

- (A) The License granted by this Agreement is revocable by City without cause, for any reason, and may be terminated by City by providing thirty days prior written notice to Licensee of such termination. In the event of such termination by City, and provided Licensee is not in Default under this Agreement, and, further to the extent Licensee was unable to harvest Crops during the term of the revocation, Licensee shall be entitled to a refund of the License Fee less any amounts Licensee received for sale of Crops during such term.
- (B) This Agreement may terminate for cause as provided in Article VIII.
- (C) Notwithstanding the forgoing City may terminate this Agreement effective October first of any subsequent Fiscal Year Council does not fund the operation of the WWTP for any reason.
- (D) In the event Licensee shall fail to vacate the Premises upon termination of this Agreement, the License Fee Amount, during any holding over period shall increase to Two-thousand Dollars per month; and, City’s acceptant of such holdover payments shall not waive City’s rights to seek termination remedies as provided in Article VIII.


3.4 **Consideration.** In consideration for permission to grow Crops on the Premises subject to the terms and conditions of this Agreement Licensee agrees to a Licensee Fee in the annual sum of Ten-thousand Dollars to be paid in hand to City.


- (A) Licensee shall make the first payment on or before July 15, 2021; and, shall make subsequent payments on or before July 15th of each new term.

Article IV. Licensee’s Use of Premises

4.1 **Use of the Premises.** The License granted under this Agreement allows Licensee to occupy and use the Premises for agriculture purposes, as described herein. To that end, Licensee covenants and warrants to City that the Premises shall be used and occupied only for such purpose, and subject to the terms conditions and prohibitions set forth in this Article.

4.2 **Covenant of Financial responsibility.** Licensee acknowledges and agrees City’s License of the Premises is made in reliance on evidence supporting Licensee's representation that Licensee has financial resources to undertake and perform the Licensee's obligations and duties pursuant to this Agreement. Licensee covenants and warrants he shall, as long as this Agreement is in effect, maintain sufficient financial resources to make the performances due to be made by Licensee pursuant to this Agreement; and, upon requested by City, provide City with information and documentation sufficient to show that Licensee continues to possess the financial resources necessary to perform its duties and obligations under this Agreement

Initials: City: 


Licensee: 


4.3 **Conditions on Use of the Property.** The permission granted Licensee hereunder is subject to City's schedule for irrigation of the Premises, and operation of the irrigation program. Moreover, Licensee shall, at all times, adhere to the following:

- (A) Occupy the Premises, conduct its business, and control its agents, employees, invitees, and visitors in such a manner as is lawful, reputable and will not create a nuisance to other tenants of, or persons adjoining, the Premises.
- (B) Plant and harvest vegetation that will maximize the absorption of effluent to be applied to the Premises by City
- (C) Implement practices and procedures that both furthers City's objective of soil conservation and protects the soil from erosion.
- (D) Only grow Crops approved by the USDA or Texas A&M University as the best available vegetation for the absorption of effluent.
- (E) Focus growing activities to a primary Crop of Coastal Bermuda Grass; and, with the with the written approval of the City, and as may be required to maximize the absorption of irrigated effluent, hay varieties and seasonal vegetation in areas of the Premises authorized by the City for Crops other than Coastal Bermuda Grass. For the sake of clarity, it is reiterated that Licensee shall grow a primary Crop of Coastal Bermuda Grass on the premises, and may grow Crops, other than Coastal Bermuda Grass, only with City approval and only at such locations within the premises designated by the City for Crops other than Coastal Bermuda Grass.
- (F) Fertilize the Premise and provide chemical supplements as needed to maintain the appropriate level of nutrients in the soil.
- (G) Plant winter vegetation of a variety approved by the USDA or Texas A&M for the maximum absorption of effluent, as required.
- (H) Take reasonable and necessary action, consistent with this Agreement, to control noxious weeds and fire ants in a manner to assure that the grass, hay and other approved vegetation are such, at all times, to maximize the absorption of effluent.
- (I) At his sole cost and expense, Licensee shall comply with all laws, ordinances, orders, acts, rules and regulations of state, federal, municipal or other agencies or bodies having jurisdiction over Licensee and regulating its use of the Premises; provided that City shall be responsible for the costs and expenses of irrigating the Premises in conformance with applicable TCEQ regulations.

4.4 **Performance requirements.** Licensee shall take specific actions as prescribed below:

- (A) Seasonally plant and harvest Coastal Bermuda and approved vegetation; and periodically fertilize as required by Section 4.3(F).
- (B) Annually cause soil tests to be completed on the Premises sufficient to determine that the appropriate level of nutrients are present in the soil to stimulate the maximum growth of the Coastal Bermuda, hay, or other approved seasonal vegetation.
- (C) In order that City may, to the extent possible, coordinate the irrigation with the Licensee's agricultural work, at the beginning of each growing season, provide City with a plan of operation, which includes details about plowing and leveling of land that is necessary to facilitate and maximize irrigation.

Initials: City: 

Licensee: 

Page 4 of 11

4.5 Prohibited Activities.


- (A) Licensee is strictly prohibited from planting, fertilizing, irrigating, mowing or harvesting Crops in a manner that causes any soil to be removed from the Premises.
- (B) Licensee is strictly prohibited from producing any Crop for human consumption.
- (C) Licensee shall not make or allow to be made any alterations, physical additions or improvements in or to the Premises without City Consent.
- (D) Licensee shall not interfere with City's irrigation schedule or irrigation program.
- (E) Licensee shall not interfere with the City's sludge land application process and shall coordinate the rotation of Crops with City to prevent such interference.
- (F) Licensee shall not permit any operation which emits any odor or matter which intrudes into or onto adjoining property, use any apparatus or machine which makes undue noise or causes vibration in any portion of the adjoining property or otherwise interfere with, annoy or disturb any tenant of the adjoining property in its normal business operations, or City in its management of the Premises.
- (G) Licensee shall neither permit any waste on the Premises nor allow the Premises to be used in any way which would, in the opinion of City, be extra hazardous on account of fire or which would in any way increase or render void any insurance on the Premises.
- (H) Licensee is strictly prohibited from placing signs of any type or description on the Premises.


Article V. City Operations.

5.1 **City Operations.** Licensee acknowledges and agrees the paramount purpose of this Agreement is the cultivation of grass and hay Crops on the Premises in a manner that will maximize the absorption of treated wastewater effluent; and that such paramount purpose shall supersede any commercial purpose Licensee may have for cultivating such Crops. Therefore, notwithstanding any provision of this Agreement to the contrary, the Parties agrees to the following:

- (A) The sole source of City's irrigation of the Premises shall be from WWTP; and such irrigation shall be in a manner that disposes of effluent from the WWTP as required by City's TCEQ Permit.
- (B) While WWTP effluent is the sole source of Premises irrigation, the WWTP effluent is also used by City to irrigate the Golf Course; and, City shall retain the right to use any or all of the effluent to irrigate the Golf Course or as otherwise found useful by City.
- (C) Licensee's ability to perform and control irrigation on the Premises shall be limited to the extent City makes reuse water available to the Premises; and, City may interrupt water availability to the Premises, should City in its sole discretion, determines such reuse water is needed to serve the Golf Course or such other use the City determines to be of public importance.

5.2 **City Control of Irrigation on the Premises.** City shall use reasonable effort to irrigate in a manner so as not to damage the grass and vegetation planted by Licensee.

Initials: City 


Licensee: 

Page 5 of 11

- 5.3 **TCEQ Regulations.** The Premises will be irrigated with treated wastewater effluent and treated sludge in a manner calculated to comply with the TCEQ regulations. In the event of a conflict between the terms of this Agreement and the TCEQ regulations, the regulations will control. Licensee acknowledges and agrees that the terms of the TCEQ Permit may require, during period of wet weather, or drought conditions, for City to place more or less water on the Premises than would be beneficial for Licensee's Crops.
- 5.4 **License Imposes no Duty on City.** While City will endeavor to coordinate its activities on the Premises to benefit Licensee, City shall have no obligation to Licensee in the operations of the Wastewater Treatment Plant and irrigation fields on the Premises.
- 5.6 **City Resources.** City shall have no obligation under this Agreement to provide funds, resources, equipment, or labor to promote or assist with Licensee's efforts to cultivate and harvest Crops.

Article VI. Casualty and Insurance.

- 6.1 **Insurance.** Licensee, at all times during, the term of this Agreement shall assume all risks associated with, occasioned by, or resulting from Licensee's actions, non-actions, damages and losses, whether on the Premises or otherwise. Licensee, at Licensee's own expense, shall keep in full force and effect such insurance against casualty and liability risks as Licensee in its sole discretion may deem desirable. Licensee has inspected the Premises and assumes any and all risk of damage or injury to Licensee, or to Licensee's employees, agents, invitees, equipment or property that may arise from Licensee's use of the Premises. It is the intent of this Article that, as between City and Licensee with respect to damages to Licensee and Licensee's employees, agents, invitees, sub-Licensees and property, Licensee shall assume all risk, and shall have the duty and responsibility to obtain such insurance as Licensee deems necessary to protect Licensee and Licensee's employees, agents, invitees, Licensees and property.
- 6.2 **Waiver of Subrogation.** Anything in this Agreement to the contrary notwithstanding, Licensee hereby waives and releases City from any and all right of recovery, claim, action or cause of action, against City its agents, officers and employees, for any loss or damage to Licensee or Licensee's invitees, that may occur to the Premises, improvements to the Premises, or personal property within the Premises, by reason of any condition of the Premises, fire or the elements, regardless of cause or origin, but not including any future negligence of City and its agents, officers and employees. Licensee shall look solely to insurance obtained by Licensee, in his discretion, for any such loss or damages.
- 6.3 **Liability and Property Insurance.** Licensee at all times during the Agreement term shall, at its own expense, keep in full force and effect comprehensive general liability insurance with "personal injury" coverage, contractual liability coverage and property insurance, in such amounts as Licensee shall, within Licensee's sole discretion, determine necessary to protect Licensee for Licensee's exposure or risk or potential liability from use of the Premises.

Initials: City 

Licensee 

- 6.4 **Environmental Matters.** Throughout the Term and any Extended Terms of this Agreement, Licensee shall prevent the presence, use, generation, release, discharge, storage, disposal, or transportation of any Hazardous Materials (as hereinafter defined) on, under, in, above, to, or from the Premises by Licensee or persons within the control of Licensee, other than in strict compliance with all applicable federal, state, and local laws, rules, regulations, and orders. For purposes of this provision, the term "Hazardous Materials" shall mean and refer to any wastes, materials, or other substances of any kind or character that are or become regulated as hazardous or toxic waste or substances, or which require special handling or treatment, under any applicable local, state, or federal law, rule, regulation, or order; provided that the term "Hazardous Materials" shall not be interpreted or construed to include or mean any wastewater effluent or treated sludge City causes, suffers, allows or permits to be placed upon the Premises. Licensee shall indemnify, defend, and hold City harmless from and against (a) any loss, cost, expense, claim, or liability arising out of any investigation, monitoring, clean-up, containment, removal, storage, or restoration work (herein referred to as "Remedial Work") required by, or incurred by City or any other person or party in a reasonable belief that such Remedial Work is required by any applicable federal, state or local law, rule, regulation or order, or by any governmental agency, authority, or political subdivision having jurisdiction over the Premises, and (b) any claims of third parties for loss, injury, expense, or damage arising out of the presence, release, or discharge of any Hazardous Materials on, under, in, above, to, or from the Premises, that arise from an action by Licensee or an action by any employee, invitee or agent of Licensee.

In the event Licensee causes any such deposit to be made on the Premises and, as a result, Remedial Work is required under applicable federal, state, or local law, rule, regulation or order, Licensee shall promptly perform or cause to be performed such Remedial Work in compliance with such law, rule, regulation, or order. In the event Licensee shall fail to commence the Remedial Work in a timely fashion, or shall fail to prosecute diligently the Remedial Work to completion, such failure shall constitute an event of default on the part of Licensee under the terms of this Agreement, and City, in addition to any other rights or remedies afforded it hereunder, may, but shall not be obligated to, cause the Remedial Work to be performed, and Licensee shall promptly reimburse City for the cost and expense thereof upon demand.

VII. INDEMNIFICATION

- 7.1 **Licensee covenants and agree to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, City and the elected officials, employees, officers, directors, volunteers and representatives of City, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon City directly or indirectly arising out of, resulting from or related to Licensee's activities under this Agreement, including any acts or omissions of Licensee, any agent, officer, director, representative, or employee, of Licensee, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The**

indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of City, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT LICENSEE AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.


- 7.2 The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Licensee shall advise City in writing within 24 hours of any claim or demand against City or Licensee known to Licensee related to or arising out of Licensee's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Licensee's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Licensee of any of its obligations under this paragraph.


VIII. Defaults and Termination Rights

- 8.1 **Default by Licensee.** Licensee's failure to keep, observe, or perform any material covenant, agreement, term, or provision of this Agreement shall be a default by Licensee. In the event Licensee's default causes the violation, or the potential for a violation of, the TCEQ Permit City may immediately seek remedies as prescribed in Section 8.2. In the event such default does not, or does not potentially, negatively impact the TCEQ Permit then, in such event, should the default continue for a period of ten days after notice by City to Licensee, City may seek remedies as prescribed in Section 8.2.
- 8.2 **Remedies of City.** Upon the occurrence of an event of default by Licensee as specified in this Agreement, City shall be entitled to terminate this Agreement and shall have such other rights at law or equity to which it may be entitled. After such termination, Licensee shall have no further rights to access the Premises and shall immediately cease all activities thereon.
- 8.3 **Default by City.** City shall be in default under this Agreement if City fails to keep, observe, or perform any material covenant, agreement, term, or provision of this Agreement to be kept, observed, or performed by City, and such default shall continue for a period of ten days after notice thereof by Licensee to City.
- 8.4 **Remedies of Licensee.** Upon the occurrence of an event of default as specified in this Agreement hereof, Licensee shall be entitled to terminate this Agreement and demand refund of the License Fee Licensee tendered for the year of the termination. This shall be Licensee's sole remedy under this Agreement and in no event shall City ever be liable to Licensee for an amount more than one-year's License Fee; provided, Licensee shall not be entitled to any Licensee Fee refund if Licensee is in default with this Agreement.

IX. Miscellaneous

- 9.1 **Assignment.** This Agreement is personal to Licensee. It is non-assignable, and any attempt to assign this Agreement will terminate all privileges granted to Licensee.
- 9.2 **Authority.** The signer of this License Agreement for Licensee hereby represents and warrants that he or she has full authority to execute this Agreement on behalf of Licensee
- 9.3 **Captions.** The captions contained in this Agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this Agreement.
- 9.4 **Conflict of Interest.** Licensee acknowledges that no elected or appointed officer of the City of Burnet has any financial interest in this Agreement.
- 9.5 **Entire Agreement/Amendment**
 - (A) This Agreement, together with its attached exhibits and the authorizing ordinance, in writing, constitutes the entire Agreement between the Parties, any other written or oral agreement with City being expressly waived by Licensee.
 - (B) No amendment, modification or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the Parties.
- 9.6 **Gender.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.
- 9.7 **Immunity.** The Parties acknowledge and agree that City entered into this Agreement as a means for compliance with the TCEQ Permit associated with its operation of a public wastewater treatment facility, which is a governmental function; therefore, no provision of this Agreement is intended to or shall be interpreted to negate or diminish any statutory or common law rights City may have to immunity under the laws of the State of Texas.
- 9.8 **Jurisdiction and Venue.** This Agreement shall be construed under and in accordance with the Laws of the State of Texas; and, all obligations hereunder are performable in Burnet County.
- 9.9 **No Liability of City Personnel.** Licensee agrees that it may assert claims only against the assets of City and that under no circumstances shall any officer or employee of City ever be personally liable for any of the obligations of City under this Agreement.

Initials: City: 

Licensee: 

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

Licensee: Dustin Orman
754 CR 108
Burnet, Texas 78611

City: The City of Burnet
Attn. City Manager
P.O. Box 1369
Burnet, Texas 78611


The Parties shall have the right, at any time, to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other Party.


9.11 **Relationship of the Parties.** Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between Parties hereto. It is understood and agreed that no provision contained in this Agreement nor any acts of the Parties create a relationship other than the relationship of Licensor and Licensee.

9.12 **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

9.13 **Waivers.** No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof or of any breach of any other provision hereof.

The remainder of this page is intentionally blank, and the signature page follows.

Initials: City: 

Licensee: 

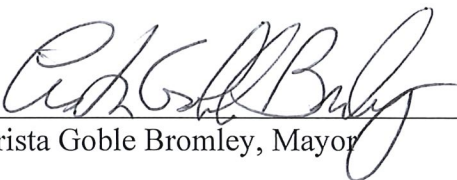
IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.


Licensor:

Licensee:


City of Burnet: a Texas Municipal Corporation

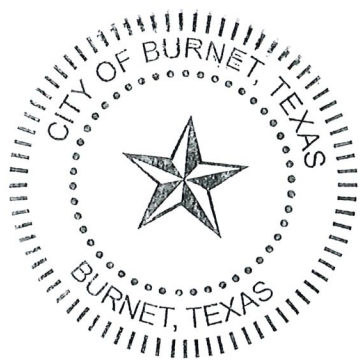
Dustin Orman



Crista Goble Bromley, Mayor


Dustin Orman

ATTEST:


Kelly Dix, City Secretary



Initials: City: 

Licensee: 

CITY OF BURNET

Termination of Lease Agreement

City Council Regular Meeting October 22, 2024

Discuss and consider action: Resolution No. R2024-76: D. Vaughn
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET,
TEXAS, DECLARING THE TERMINATION OF A LICENSE AGREEMENT
BETWEEN THE CITY OF BURNET AND DUSTIN ORMAN, AND
AUTHORIZING FURTHER ACTIONS IN RESPONSE TO THE LICENSE
DEFAULT



Bluebonnet Capital of Texas

Termination of Lease Agreement

License Agreement

- Effective since **October 2020**
- Licensee: **Dustin Orman**

Purpose

- Allows Licensee to **cultivate crops** (primarily Coastal Bermuda grass) on 109.63 acres near the **Wastewater Treatment Plant** in order to maximize absorption of treated wastewater effluent



Bluebonnet Capital of Texas

CITY OF BURNET

Termination of Lease Agreement

Annual Fee:

- **Amount:** \$10,000
- **Due Date:** July 15 each year
- **Automatic Renewal:** Agreement renews automatically each fiscal year if payment is made.



Bluebonnet Capital of Texas

CITY OF BURNET

Termination of Lease Agreement

Failure to Comply with Agreement

- **August 28, 2024:** Licensee verbally indicated intent to end the License Agreement to Water/Wastewater Treatment Supervisor, Richard Harrison.
- Written notice of termination was **requested** but not received.
- Winter vegetation **has not** been planted.
- Licensee **vacated** the WWTP premises, removing all equipment and inventory.



Bluebonnet Capital of Texas

Termination of Lease Agreement

Default Determination

- **Sections 8.1 and 8.2 of the License Agreement**
 - Licensee found in **default** based on vacating of the premises without written notice and not planting winter vegetation.
- **Consequences of Default**
 - Agreement can be terminated by the **City of Burnet**.



Bluebonnet Capital of Texas

Termination of Lease Agreement Questions?

Recommendation

- Staff recommends the approval and adoption of Resolution R2024-76 as presented terminating the License Agreement.



Bluebonnet Capital of Texas



Item Brief

Meeting Date

October 22, 2024

Agenda Item

Discuss and consider action: Resolution No. R2024-77: P. Langford/H. Sutton

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE CITY MANAGER TO TERMINATE THE CONTRACTS BETWEEN THE CITY AND PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P. FOR COLLECTION SERVICES

Information

This resolution seeks authorization for the City Manager to terminate the existing contracts with Perdue, Brandon, Fielder, Collins & Mott, L.L.P., the agency currently responsible for collecting outstanding utility fees and municipal court fines for the City of Burnet. The decision to pursue termination follows the City's intent to explore other service providers to enhance collection efforts. The contract between the City and Perdue would dissolve 30 days after notice is given.

Fiscal Impact

Upon termination, Perdue will have a 90-day "wrap-up period" during which collection activities will continue.

Recommendation

Staff recommends the approval of Resolution R2024-77 as presented.

RESOLUTION NO. R2024-77

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE CITY MANAGER TO TERMINATE THE CONTRACTS BETWEEN THE CITY AND PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P. FOR COLLECTION SERVICES

WHEREAS, the City Council of the City of Burnet, Texas currently utilizes Perdue, Brandon, Fielder, Collins & Mott, L.L.P. for collections of outstanding utility fees and municipal court fines and fees; and

WHEREAS, the City has determined a need to explore other service providers to enhance collection efforts; and

WHEREAS, adoption by the City Council demonstrates the City’s commitment to ensure the most effective collection efforts of outstanding debts to the City; and

WHEREAS, this resolution is necessary to authorize the City Manager to terminate the contracts between Perdue, Brandon, Fielder, Collins & Mott, L.L.P.

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 termination of the contracts entitled Contract for Municipal Court Fines and Fees Collection Services and Contract for the Collection of Delinquent Utility Accounts between the City and Perdue, Brandon, Fielder, Collins & Mott, L.L.P. is hereby approved.

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 22nd day of October 2024.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary

CITY OF BURNET

DISCUSS AND CONSIDER TERMINATING CONTRACT WITH
PERDUE FOR COLLECTION SERVICES

COLLECTION SERVICES

City of Burnet currently has a contract with Perdue for collection services.

261 accounts in collections for Utilities

997 cases in collections for Municipal Court



Why are we looking at different options?

Court has seen a decline in percentage of cases cleared through the current collection agency

Currently at about 30% clearance (court)

Benchmark: Marble Falls Municipal Court has about 68% clearance with MVBA per their 24-25 budget benchmark for Municipal Court

Utility Billing: looking at a service provider that can provide better reporting and tracking of accounts

Benefits

Opportunity to utilize additional resources provided by another provider.

Clean slate: Allows both Court and Utility billing to track and evaluate new service provider from the beginning of service.

Moving Forward

90 day “wrap-up period” for Municipal Court that will allow Perdue to work all accounts.

No “wrap-up period” for Utilities

STAFF RECOMMENDS
APPROVAL OF
RESOLUTION NO.
R2024-77 AS
PRESENTED

Questions?



Item Brief

Meeting Date

October 22, 2024

Agenda Item

Discuss and consider action: Resolution No. R2024-78: P. Langford/H. Sutton

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING AND AUTHORIZING A CONTRACT WITH McCREARY, VESELKA, BRAGG, AND ALLEN, P.C. AND MVBA, LLC dba ACCOUNTS RECEIVABLE COLLECTIONS GROUP FOR COLLECTION SERVICES

Information

City staff has determined that professional services are needed to support the collection of municipal court fines and fees as well as outstanding utility debts. After evaluating available service providers, McCreary, Veselka, Bragg, and Allen, P.C. and MVBA, LLC dba Accounts Receivable Collections Group have been identified as qualified to provide these services to the City. The agreements will ensure the City has an effective partner for debt recovery and collection, supporting both the municipal court and utility billing departments. The proposed contracts are for a three-year period and are attached as Exhibit A Contract for the Collection of Delinquent Accounts Receivable and Exhibit B Contract for Collection of Delinquent Municipal Court Fines and Fees.

Fiscal Impact

The collection services will be carried out on a contingency fee basis, meaning fees are collected only on successful recovery of delinquent debts. There will be no change to contingency fee percentages charged with MVBA compared to the current contract with Perdue. As a reminder, there is no fiscal impact for the collection of municipal court fines and fees, as the contingency fee is passed on to the defendants.

Recommendation

Staff recommends the approval of Resolution R2024-78 as presented.

RESOLUTION NO. R2024-78

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING AND AUTHORIZING A CONTRACT WITH McCREARY, VESELKA, BRAGG, AND ALLEN, P.C. AND MVBA, LLC dba ACCOUNTS RECEIVABLE COLLECTIONS GROUP FOR COLLECTION SERVICES

WHEREAS, the City staff of the City of Burnet, Texas (the “City”) has determined that the City requires professional services relating to collections of municipal court fines and fees and outstanding utility fees; and

WHEREAS, the City has determined that McCreary, Veselka, Bragg, and Allen, P.C. and MVBA, LLC dba Accounts Receivable Collections Group are qualified to provide such services for the City; and

WHEREAS, the City has determined these services cannot be adequately performed by the employees and supporting personnel of the City at a reasonable cost; and

WHEREAS, adoption by the City Council demonstrates the City’s commitment to ensure the most effective collection efforts of outstanding debts to the City; and

WHEREAS, Staff respectfully requests approval from the City Council to enter a three-year agreement with McCreary, Veselka, Bragg, and Allen, P.C. and MVBA, LLC dba Accounts Receivable Collections Group to provide the services related to the collection efforts put forth in the attached contractual agreement.

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 attached contractual agreements entitled Contract for Collection of Delinquent Municipal Court Fines and Fees and Contract for the Collection of Delinquent Accounts Receivable are hereby approved.

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 22nd day of October 2024.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary

MVBA Enhanced Services

Warrant-Round-up Services

We have and will continue to always send out round-up letters for your cases in our system. But we've expanded to include pre-collection notices for cases not yet sent to collection. We can help with localized round-ups and/or amnesty programs by mailing on your behalf. Or any other type of program the court may offer. We would absorb all production and mailing costs. We can also help by getting the word out through your local publications and/or other media sources and can also help with door hangers, etc or whatever your Marshals or Warrant Officers may need.

Scofflaw

MVBA manages all processes for Scofflaw reporting and absorbs all costs. MVBA fully funds the costs with the TxDot contract and handles all the reports on the court's behalf based on the vehicle information we receive from the Court's file. The City's County seat need not actively participate in Scofflaw. The court will benefit from larger jurisdictions that utilize the program for violators that have their vehicles registered in participating jurisdictions.

Show Cause Courtesy Notices and/or Judge Hearing Notices

File transfer is via SFTP. Flexible formatting options are available. MVBA handles all costs associated with the production and mailing of notices and adheres with the court's mailing calendar. All we need are the form fields in your letter and your letterhead with logo. Typically, the fields are ***Name, Address, City, State, Zip, Court/hearing date*** but we will customize based on your court's specific fields.

Pre-Warrant Calls

MVBA began providing this service to a large volume court in order to help achieve OCA compliance and decrease internal costs. This service has allowed them to increase efficiencies by freeing up a full time-employee. MVBA can now offer this service to the City and other high-volume courts. By utilizing MVBA's technology we can help increase court efficiencies and expand resources. The court provides a list of defendants requiring a courtesy call before issuing a warrant. MVBA calls the defendant on behalf of the court, and the defendant is instructed to contact the court.

Texting Services (Call Multiplier)

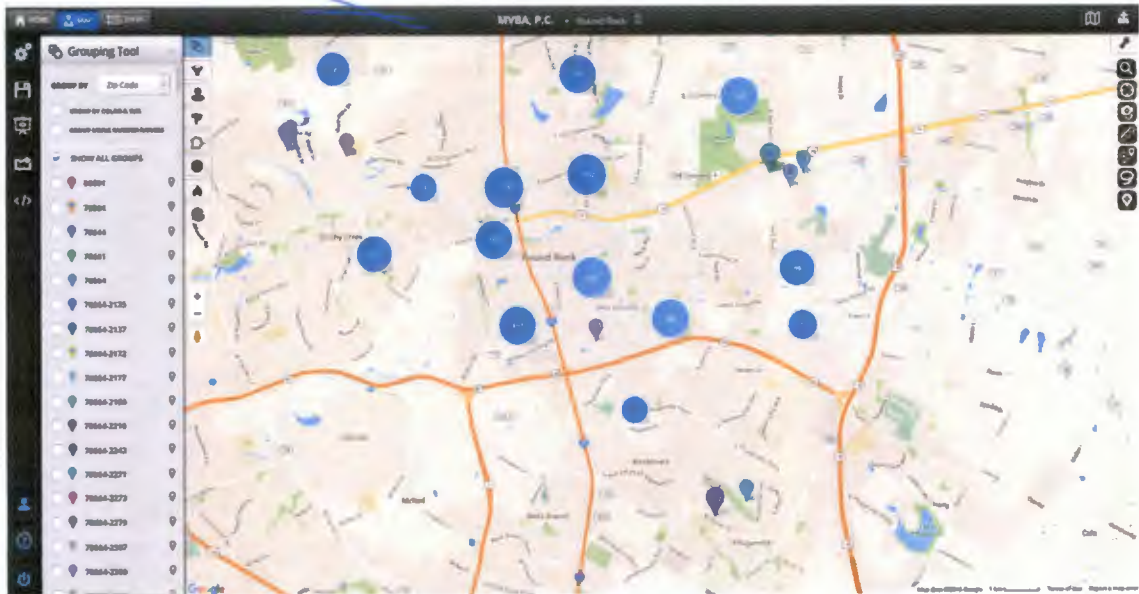
As an MVBA client, your court will receive an account through Call Multiplier. This service will allow you to send a text messages to a list of defendants. This service can be used to notify defendants of outstanding warrants or citations.

See page 2

GIS Mapping Tool

We have now rolled this out to several clients with a City Marshal's office and/or warrant officers. This interactive mapping tool can assist Marshals, Warrant Officers, or PD in locating defendants when attempting to serve warrants. The mapping tool increases efficiencies in the efforts of officers serving warrants. Some of the features include:

- *Most current information on defendant*
- *Ability to group and prioritize by balance and/or geographic location*
- *Case information on each defendant*
- *Directional instruction to each location*
- *Target mapping can be provided by MVBA staff*



III.

MVBA, LLC shall forward to the City copies of any correspondence regarding a disputed debt received from a debtor and the request for verification of the debt. The City will provide to MVBA, LLC, within ten (10) days of the receipt of the debt verification request, copies of all records that will verify the debt, which in turn will be forwarded to the debtor by MVBA, LLC. All collection activity will be suspended on any disputed debt until the appropriate verification of the debt is delivered to the debtor.

IV.

Upon consultation and agreement by both parties hereto, MVBA, LLC may employ an attorney, at its expense, to make a recommendation to the City to take legal action to collect Delinquent Accounts Receivable or represent the City in any dispute or challenge of its collection authority. Upon consultation and agreement by both parties hereto, MVBA, LLC may employ an attorney, at its expense, to institute civil legal proceedings on behalf of the City, including seeking writs of execution to collect Delinquent Accounts Receivable. The City shall pay in advance of the initiation of any writ of execution or collection lawsuit any filing fees charged by the Court or Clerk of the Court in which the writ of execution is to be issued or the collection lawsuit is to be filed, including the costs for service of citation. MVBA, LLC may also, after consultation and agreement by both parties, employ an attorney, at its expense, to file proofs of claims in the United States Bankruptcy Court on behalf of the City for Delinquent Accounts Receivable.

V.

MVBA, LLC shall forward all cashier checks or money order payments made payable to the City and any correspondence from the debtor directly to the City. Cashier checks or money order payments to MVBA, LLC will be deposited daily into the MVBA, LLC Trust Account. MVBA, LLC may also collect the amount due from the debtor by credit card or electronic draft, which is deposited directly into the MVBA, LLC Trust Account. MVBA, LLC may set up payment arrangements and accept partial payments on delinquent accounts receivable. MVBA, LLC shall remit to the City all payments received into the MVBA, LLC Trust Account weekly, along with an invoice detailing the account number, name of the debtor, the amount paid to MVBA, LLC or City, MVBA, LLC fee percentage and fees earned for each account.

VI.

MVBA, LLC shall indemnify and hold the City harmless from and against all liabilities, losses, and costs arising from claims for damages or suits for losses or damages, including reasonable costs and attorney's fees, which may arise as a result of MVBA, LLC's performance of the services described in this Contract. The indemnity provision of this Contract shall have no application to any claim or demand which results from the sole negligence or fault of the City, its officers, agents, employees, or contractors. Furthermore, in the event of joint and shared negligence or fault of the City and MVBA, LLC, responsibility and indemnity, if any, shall be apportioned in accordance with Texas law and without waiving any defenses of either party. The provisions of this paragraph are intended for the sole benefit of the parties hereto and are not intended to create or grant any right, contractual or otherwise, to any other persons or entities.

VII.

For the collection of Delinquent Accounts Receivable, in which the data files are transmitted to MVBA, LL, the City agrees to pay MVBA, LLC a fee of twenty-five percent (25%) of the amount of the Delinquent Accounts Receivable collected as compensation for services provided pursuant to this contract.

All compensation becomes the property of MVBA, LLC, at the time of payment. The City shall pay MVBA, LLC, said compensation monthly by check or ACH.

VIII.

The City recognizes and acknowledges that MVBA, LLC owns all rights, titles, and interests in certain proprietary software that MVBA, LLC may utilize in conjunction with performing the services provided in the contract. The City agrees and hereby grants to MVBA, LLC the right to use and incorporate any information provided by the City (“account or debtor information”) to update the databases in this proprietary software, and, notwithstanding that the case or defendant information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the City shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the City shall be entitled to obtain a copy of such data that directly relates to the City’s accounts at any time.

MVBA, LLC agrees that it will not share or disclose any specific confidential account or debtor information with any other company, individual, organization, or agency without the prior written consent of the City, except as may be required by law or where such information is otherwise publicly available. It is agreed that MVBA, LLC shall have the right to use account or debtor information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain account or debtor information. These aggregate statistics are owned solely by MVBA, LLC and will generally be used internally but may be shared with MVBA, LLC’s affiliates, partners, or other third parties for purposes of improving MVBA, LLC’s software and services.

MVBA, LLC and the City agree that collection activity will not continue or commence on any accounts that are time-barred by the four-year statute of limitations in accordance with Section 16.004(a)(3) of the Texas Civil Practice and Remedies Code. MVBA, LLC and the City agree that the time-barred accounts will be returned to the City. Upon return of these accounts, neither party will have any obligation to the other party to this contract.

MVBA, LLC reserves the right to return to the City all accounts not collected within one (1) year of referral by the City or identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other party to this contract.

IX.

The initial term of this contract is **three years, beginning on the first day of the month following the execution of this contract by both parties** and shall automatically renew on the anniversary date and continue in full force and effect thereafter from year to year for additional twelve month periods on the same terms and conditions unless either party delivers written “Notice of Termination of Contract” to the other party of its intent to terminate this contract at least sixty (60) days prior to each anniversary date of this contract.

In the event that the City terminates this contract, MVBA, LLC shall be entitled to continue its collection activity on all accounts previously referred to MVBA, LLC for six (6) months from the date of receipt of the “Notice of Termination of Contract” and to payment of its fee, pursuant to Paragraph VII of this contract for all amounts collected on accounts referred to MVBA, LLC. The City may, at its discretion, refer additional accounts to MVBA, LLC after notice of termination has been received by MVBA, LLC. At the end of the six (6) month period, all accounts shall be returned to the City by MVBA, LLC.

Interlocal Agreement

MVBA, LLC agrees to extend prices and terms to all entities or other political subdivisions or municipalities who have entered or will enter into joint purchasing interlocal cooperation agreement(s) with the City.

X.

For purposes of sending notice under the term of this contract, all notices from the City shall be sent to MVBA, LLC by certified United States mail to the following address:

MVBA, LLC, dba Accounts Receivable Collections Group.
Attention: Matthew Tepper
P.O. Box 849
Round Rock, Texas 78680

Or delivered by hand or courier and addressed to 700 Jeffrey Way, Suite 100, Round Rock, Texas 78664-2425. All notices to the City shall be sent by certified United States mail or delivered by hand or courier to the following address:

City of Burnet, Texas
Attention: City Manager
1001 Buchanan Dr., #4
Burnet, Texas 78611

XI.

This contract is made and to be interpreted under the laws of the State of Texas. The exclusive venue for any action, lawsuit, claim, dispute, or other legal proceeding concerning or arising out of this contract shall be in Burnet County, Texas.

In the event that any provision(s) of this contract shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of that provision(s) shall not affect any other provision(s) of this contract, and it shall further be construed as if the invalid or unenforceable provision(s) had never been a part of this contract.

Every provision of this Contract is intended to be severable. If any term or provision of this Contract is deemed to be invalid, void, or unenforceable for any reason by a District Court, to the extent possible, such invalidity or unenforceability shall not affect the validity of the remainder of this Contract, it is intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the invalid, void, or unenforceable provision or part thereof.

In accordance with the requirements of Chapter 2271, Texas Government Code, the signatory executing this Contract on behalf of MVBA does hereby verify that MVBA does not boycott Israel and will not boycott Israel during the term of this Contract. In accordance with the requirements of Chapter 2274, Texas Government Code, the signatory executing this Contract on behalf of MVBA does hereby verify that MVBA 1) does not and will not boycott energy companies and will not boycott energy companies during the term of this Contract, and 2) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate during the term of the Contract against a firearm entity or firearm trade association.

XII.

In consideration of the terms and compensation stated herein, MVBA, LLC hereby agrees to perform the said contract as set forth above.

The City has authorized the chief executive officer to execute this contract by order heretofore passed and duly recorded in its minutes.

This contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.

WITNESS the signatures of all parties hereto this, the ____ day of _____, A.D. 2024.

CITY OF BURNET, TEXAS

_____,
Mayor

MVBA, LLC dba ACCOUNTS RECEIVABLE COLLECTIONS GROUP

Matthew Tepper
Manager

III.

MVBA shall forward to the City all cashier's checks or money orders received by MVBA made payable to the City and any correspondence from defendants. Cashier's checks or money orders received by MVBA which are made payable to MVBA will be deposited daily into the MVBA Trust Account. MVBA may collect the amount due from the defendant by credit card or electronic draft which funds shall be deposited into the MVBA Trust Account. MVBA shall remit to the City, weekly, all funds deposited into the MVBA Trust Account, along with an invoice detailing the docket number, name of defendant, amount paid by the defendant to MVBA or directly to the City and the MVBA fee percentage and fees earned for each case. The remittance from MVBA to the City shall include the fees earned by MVBA on the fines and fees collected. The City shall be responsible for the posting to the records of the City the payment of all fines and fees and accounts receivable collected pursuant to this contract.

IV.

MVBA shall indemnify and hold the City harmless from and against all liabilities, losses and/or costs arising from claims for damages, or suits for losses or damages, including reasonable costs and attorney's fees, which may arise as a result of MVBA's performance of the services described in this Contract. The indemnity provision of this Contract shall have no application to any claim or demand which results from the sole negligence or fault of the City, its officers, agents, employees or contractors. And furthermore, in the event of joint and/or shared negligence or fault of the City and MVBA, responsibility and indemnity, if any, shall be apportioned in accordance with Texas law and without waiving any defenses of either party. The provisions of this paragraph are intended for the sole benefit of the parties hereto and are not intended to create or grant any right, contractual or otherwise, to any other persons or entities.

V.

For the collection of Fines and Fees, the City agrees to pay to MVBA, as compensation for the legal services rendered the following fees:

1. For those Fines and Fees imposed against Unadjudicated Offenses that occurred before June 18, 2003, there is no fee due (0%) MVBA on the amount collected by the Court on those cases.
2. For those Fines and Fees imposed against Adjudicated Offenses regardless of the date of the offense, and against Unadjudicated Offenses that occurred on or after June 18, 2003, a fee of thirty percent (30%) of the amount of the Fines and Fees collected by the Court as provided by Article 103.0031 of the Code of Criminal Procedure.
3. In the event any case is disposed of by acquittal or dismissal, or if the fine, costs and/or fees are discharged through performance of community service, credit for jail time served, the discretionary removal of a collection fee by the Court or pursuant to §45.0491 of the Code of Criminal Procedure, no compensation shall be paid to MVBA by the City.

All compensation due to MVBA shall become the property of MVBA at the time of payment of the fines and fees by the defendant. The City shall pay to MVBA said compensation on a monthly basis by check.

VI.

The City recognizes and acknowledges that MVBA owns all right, title and interest in certain proprietary software that MVBA may utilize in conjunction with performing the services provided in the contract. The City agrees and hereby grants to MVBA the right to use and incorporate any information provided by the City (“case or defendant information”) to update the databases in this proprietary software, and, notwithstanding that the case or defendant information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the City shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the City shall be entitled to obtain a copy of such data that directly relates to the City’s accounts at any time.

MVBA agrees that it will not share or disclose any specific confidential case or defendant information with any other company, individual, organization or agency, without the prior written consent of the City, except as may be required by law or where such information is otherwise publicly available. It is agreed that MVBA shall have the right to use case or defendant information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain case and defendant information. These aggregate statistics are owned solely by MVBA and will generally be used internally, but may be shared with MVBA’s affiliates, partners or other third parties for purposes of improving MVBA’s software and services.

MVBA reserves the right to return to the City all accounts not collected within one (1) year of referral by the City or identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other party to this contract.

VII.

The initial term of this contract is **three (3) years, beginning on the first day of the month following the execution of this contract by both parties** and shall automatically renew on the anniversary date and continue in full force and effect thereafter from year to year for additional twelve month periods on the same terms and conditions unless either party delivers written “Notice of Termination of Contract” to the other party of its intent to terminate this contract, at least, sixty (60) days prior to each anniversary date of this contract.

In the event that the City terminates this contract, MVBA shall be entitled to continue its collection activity on all accounts previously referred to MVBA for six (6) months from the date of receipt of the “Notice of Termination of Contract” and to payment of its fee, pursuant to Paragraph V of this contract for all amounts collected on accounts referred to MVBA. At its discretion, the City may refer additional accounts to MVBA after MVBA has received notice of termination. At the end of the six (6) month period, all accounts shall be returned to the City by MVBA.

Interlocal Agreement

MVBA agrees to extend prices and terms to all entities or other political subdivisions or municipalities who have entered or will enter joint purchasing interlocal cooperation agreement(s) with the City.

VIII.

For purposes of sending notice under the term of this contract, all notices from the City shall be sent to MVBA by certified United States mail to the following address:

McCreary, Veselka, Bragg & Allen, P.C.
Attention: Matthew Tepper
P.O. Box 1310
Round Rock, Texas 78680-1310

or delivered by hand or by courier, and addressed to: 700 Jeffrey Way, Suite 100, Round Rock, Texas 78664-2425. All notices to the City shall be sent by certified United States mail or delivered by hand or courier, to the following address:

City of Burnet, Texas
Attention: City Manager
1001 Buchanan Dr., #4
Burnet, Texas 78611

IX.

This contract is made and is to be interpreted under the laws of the State of Texas. Exclusive venue for any action, lawsuit, claim, dispute or another legal proceeding concerning or arising out of this contract shall be in Burnet County, Texas.

In the event that any provision(s) of this contract shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of that provision(s) shall not affect any other provision(s) of this contract, and it shall further be construed as if the invalid or unenforceable provision(s) had never been a part of this contract.

Every provision of this Contract is intended to be severable. If any term or provision of this Contract is deemed to be invalid, void, or unenforceable for any reason by a District Court, to the extent possible such invalidity or unenforceability shall not affect the validity of the remainder of this Contract, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the invalid, void, or unenforceable provision or part thereof.

In accordance with the requirements of Chapter 2271, Texas Government Code, the signatory executing this Contract on behalf of MVBA does hereby verify that MVBA does not boycott Israel and will not boycott Israel during the term of this Contract. In accordance with the requirements of Chapter 2274, Texas Government Code, the signatory executing this Contract on behalf of MVBA does hereby verify that MVBA 1) does not and will not boycott energy companies and will not boycott energy companies during the term of this Contract, and 2) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate during the term of the Contract against a firearm entity or firearm trade association.

X.

In consideration of the terms and compensation herein stated, MVBA hereby agrees to undertake the performance of said contract as set forth above.

The City has authorized by order heretofore passed and duly recorded in its minutes the chief executive officer to execute this contract.

This contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.

WITNESS the signatures of all parties hereto this, the ____ day of _____, A.D. 2024.

CITY OF BURNET, TEXAS

_____,
Mayor

McCREARY, VESELKA, BRAGG & ALLEN, P.C.

Noe Reyes
Shareholder

CITY OF BURNET

DISCUSS AND CONSIDER ENTERING A CONTRACT WITH
MVBA FOR COLLECTION SERVICES

COLLECTION SERVICES

City of Burnet currently has a contract with Perdue for collection services.

261 accounts in collections for Utilities

997 cases in collections for Municipal Court



MVBA ENHANCED SERVICES

User Friendly Client Web Access

Warrant Round up Services

Texting Services

GIS Mapping Tool

Full time, in-house IT team

Fiscal Impact

Municipal Court:

No change → 30% fee that is passed on to the defendant

Utilities:

No change → 25%

Moving Forward

Court and Utilities can begin submitting new cases as soon as the contracts are signed.

Older accounts for Municipal Court will have a 90-day waiting period.

Utilities can submit older accounts to collections up to 4 years.

STAFF RECOMMENDS
APPROVAL OF
RESOLUTION R2024-78
AS PRESENTED

Questions?



Item Brief

Meeting Date

October 22, 2024

Agenda Item

Discuss and consider action: Approval of a Change Order to add McNeil area to the current paving project RFP 2024-004: E. Belaj

Information

The City’s Street Committee has recommended adding the area surrounding McNeil, from Pecan to Cemetery, to the ongoing paving project. After reviewing several improvement options for the area, many were deemed to have surpassed the point of diminishing returns. The streets are McNeil south of Pecan, Elm, Marble, and Cactus between Rhomberg and Westfall St. This project will add about 6,000 square yards of paving, or about \$104,810 in additional cost.

Section 252.048 of the Texas Local Government Code allows change orders over \$50,000 to be approved by the council so long as the original contract amount does not change by more than 25%. The current approved paving contract is with Texas Materials Group in the amount of \$800,088.20. There has been a previous change order for this project, but it resulted in a deduction of \$410. The City anticipates an additional approximately \$5,000 in unrelated expenses for this project.

The attached change order (See Exhibit A) is to add the McNeil area streets to the paving contract with Texas Materials Group for \$104,810.

Fiscal Impact

The increased cost of One hundred four thousand eight hundred ten and 00/100 dollars (\$104,810) will be covered by the street bond funds.

Recommendation

Staff recommends the approval of Change Order No. 2 for the paving project RFP 2024-004 as presented.



Exhibit A

CITY OF BURNET, TX
ENGINEERING DEPARTMENT
1001 Buchanan Dr. Ste. 4
Burnet, TX 78611
512-527-3526

CHANGE ORDER

For Project:

BURNET 2023J STREET REHAB OVERLAY

Date of Issuance: 10/11/2024
Contractor: Texas Materials Group, Inc.
Project Engineer: ERIC BELAJ

Change Order No: 2
PID: CIPTR-2023J

Explanation:

This change order is due to the following:

Revised quantities for removal of a portion of 5th St. and added striping quantities on Delaware Springs Blvd.

Description of Work:	Cost	Additional Time
McNeil Area Paving	\$ 104,810.00	(7) Days
_____	_____	(0) Days
_____	_____	(0) Days
_____	_____	(0) Days
_____	_____	(0) Days
_____	_____	(0) Days
_____	_____	(0) Days

Please Refer to Attached Backup Documents:

Cost and Time Change Summary	Cost	Construction Time
Original Contract:	\$ 800,088.20	60 Days
Previous Change Order(s):	\$ (410.00)	7 Days
Contract Prior to this CO:	\$ 799,678.20	67 Days
Net Increase from this CO:	\$ 104,810.00	7 Days
Revised Contract Total:	\$ 904,488.20	74 Days

NTP Start Date: 8/19/2024 Duration: 60	
Original Substantial Completion Date: <u>10/18/24</u>	Revised Substantial Completion Date: <u>11/1/24</u>
Original Final Completion Date: <u>11/2/24</u>	Revised Final Completion Date: <u>11/16/24</u>

RECOMMENDED BY:

_____	ERIC BELAJ	10/11/2024
Project Engineer Signature	Project Engineer Name	Signature Date
_____	Texas Materials Group, Inc.	10/11/2024
Contractor Signature*	Contractor Name	Signature Date

ACCEPTED BY:

_____	David Vaughn (City of Burnet)	10/11/2024
Owner Signature	Owner Name	Signature Date

*By Signing this change order the Contractor accepts the changes herein and agrees to perform the change(s) for the price and time indicated. The prices include all costs to perform the work.
 No work shall be done until this change order is executed. No payment to the Contractor (or Consultant) shall be made for work included in this Change Order until Contractor's pay estimate is updated.
 In case of conflict between construction documents and this change order, this change order shall govern.
 Upon execution of this Change Order by all parties, the identified time and cost changes herein are made part of the contract documents.

ITEM 8-12.

Field Change Supporting Docs
CONSTRUCTION AFFECTED BID TABULATION ITEMS

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
Section: McNeil Area(C24)					
5A	MILL, PROOF ROLL, AND OVERLAY (2" DEPTH)(COMPACT IN PLACE)	SY	2,008	\$ 17.50	\$ 35,140.00
12A	McNEIL TYPE D HMAC (2" DEPTH) OVERLAY)	SY	952	\$ 14.00	\$ 13,328.00
12B	ELM ST TYPE D HMAC (2" DEPTH) OVERLAY)	SY	1,330	\$ 14.00	\$ 18,620.00
12C	WILLOW ST TYPE D HMAC (2" DEPTH) OVERLAY)	SY	1,323	\$ 14.00	\$ 18,522.00
12D	CACTUS ST TYPE D HMAC (2" DEPTH) OVERLAY)	SY	1,320	\$ 14.00	\$ 18,480.00
32A	SOLID WHITE 24" x 14' THERMOPLASTIC MARKER (STOP BAR)	EA	4	\$ 180.00	\$ 720.00
Section: N/A					
				TOTAL SECTION CHANGE	\$ 104,810.00

STREET PAVING CHANGE



Discuss and consider action: Approval of a Change Order to add McNeil area to the current paving project RFP 2024-004: E. Belaj

STREET BID AWARD

BACKGROUND

ITEM 8-12.

PREVIOUSLY APPROVED PROJECT

- Treat 32K Square yards of existing pavement.
- Or, 9,300 linear feet of road
- Streets like Shady Grove Pkwy, N. Main, and Repro Dr.
- One added bid alternate for Alexander Ave.



STREET BID AWARD

ITEM 8-12.

BACKGROUND VICINITY MAP



STREET PAVING CHANGE

ITEM 8-12.

*PREVIOUS
RECOMMENDATION
S
MCNEIL AREA
REPAVING*



From Last Meeting:

1. Include overlay in current contract
2. Consider Option Widen with Curbs: \$500K-\$1.3MM

STREET PAVING CHANGE

CHANGE ORDER NO. 2

- **Approve Change Order No. 2 for the RFP 2024-004 Project.**
- *See attached Change Order No. 2 (Exhibit A)*
- *Awarded bid already to **Texas Materials Group, Inc.** in the amount of **\$800,088.20.***

<u>Cost and Time Change Summary</u>		<u>Cost</u>	<u>Construction Time</u>
Original Contract:		\$ 800,088.20	60 Days
Previous Change Order(s):		\$ (410.00)	7 Days
Contract Prior to this CO:		\$ 799,678.20	67 Days
Net Increase from this CO:		\$ 104,810.00	7 Days
Revised Contract Total:		\$ 904,488.20	74 Days
NTP Start Date:	8/19/2024 Duration: 60		
Original Substantial Completion Date:	10/18/24	Revised Substantial Completion Date:	11/1/24
Original Final Completion Date:	11/2/24	Revised Final Completion Date:	11/16/24

Staff recommends the approval of Change Order No. 2 for the paving project RFP 2024-004.



Item Brief

Meeting Date

October, 22, 2024

Agenda Item

Discuss and consider action: Approval and authorization to replace the current Sig P320 Pro model handgun with the Staccato P as the Burnet Police Duty Weapon: B. Lee

Information

The Burnet Police Department currently carries the Sig P320 pro with a Holosun 509T red dot sight. Considering recent events in Texas and other states involving negligent discharges, and due to our concerns about safety, we have conducted research and selected a new recommended firearm for the Police Department and the Fire Marshall to carry as a duty weapon.

Fiscal Impact

The cost to replace the firearms is Forty-six thousand eight hundred fifty and 00/100 dollars (\$46,850), which includes all essential training, an armorer’s course for instructors, and a transition training course. Additionally, holsters from a different vendor will cost Four thousand five hundred and 00/100 dollars (\$4,500), and magazine pouches will cost One thousand five hundred and 00/100 dollars (\$1,500), bringing the total cost to Fifty-two thousand eight hundred fifty and 00/100 dollars (\$52,850). We estimate that selling our current firearms will recoup approximately Nine thousand and 00/100 dollars (\$9,000).

Recommendation

Staff recommends the approval of the purchase of 25 Staccato P firearms, holsters, and required equipment to replace the current duty firearm for the Burnet Police Department and Fire Marshall.

Sales Quotation



TO:	Captain Jeremy Stewart
DATE:	15-Oct-24
FROM:	Richard Evans - LE Business Development Manager - US Eastern & Central Regions - Staccato 2011 LLC.
RE:	Burnett, TX Police Department

Model:	MSRP:	\$/Unit:	Quantity:	Total:
STACCATO P (CS/AL/BB)	\$2,499.00	\$1,874.00	25	\$46,850.00
SKU: 12-1200-000003				
Holosun 509T Mounting Kit	\$129.95	\$0.00	25	\$0.00
SKU: 225-03050033-SP				
MAGAZINE 140MM (20 RND)	\$69.99	\$0.00	75	\$0.00
SKU: 700-291914002-SPA				
MAGAZINE 126MM (17 RND)	\$69.99	\$0.00	75	\$0.00
SKU: 700-291912602-SPA				
Custom Agency Engraving	\$59.99	\$0.00	25	\$0.00
SKU: 10-03				
ANNUAL INSPECTIONS(3 in first 5y	\$2,700.00	\$0.00	3	\$0.00
AGENCY ARMORER COURSE	\$2,400.00	\$0.00	1	\$0.00
AGENCY SAO TRANSITION COURSE	\$3,400.00	\$0.00	1	\$0.00
LIFETIME WARRANTY	\$2,599.00	\$0.00	25	\$0.00
OIS LOANER PROGRAM	\$2,599.00	\$0.00	25	\$0.00

DO NOT SHIP - AGENCY PICK UP FROM FACTORY

Payment Terms Net 60		
Payment #	Due Date	Amount
1	60 DAYS/GS	\$46,850.00
2		\$0.00
3		\$0.00

Sub TOTAL	\$46,850.00
TAX EXEMPT	\$0.00
FREIGHT	\$0.00
Credits	\$0.00
TOTAL	\$46,850.00



Burnet PD

Firearm
Transition

Transition

- We recently transitioned to the Sig P320 Pro model with the Holosun red dot sight
- Considering recent events, we have looked at transitioning to another platform
 - Marble Falls incident
 - La Grange
 - Florida
 - DPS
- From a safety standpoint we feel this is the right decision



Tested

- H&K
- Springfield
- Shadow Systems
 - 3 models
- FN
- Smith & Wesson
- Staccato P



Input



- Firearms instructors
 - The experts in the field when it comes to firearms tested each platform
 - They provided us with the pros and cons of each system
 - Ultimately provided a recommendation on which firearm performed the best
 - Consideration was given to:
 - Grip and grip size
 - Trigger
 - Magazine exchange
 - Trigger reset
 - Weight
 - Grouping
 - Ease of use



Staccato P

- 2011
- 2 external safeties
- Weapon mounted light
- Holosun 509T red dot mount
- 11 Texas agencies issue it as their assigned firearm
- There has been some criticism on the drop testing in social media circles.
- Staccato provided us with drop testing data from Reno PD.
- Reno's drop testing exceeded the SAAMI standards, and the firearm passed without any failures.
 - Dropped from 5 feet as opposed to the SAAMI standard of 30"





Considerations

- Grip size was a concern with the firearms instructors for officers with smaller hands.
- Capt. Stewart went to the Staccato factory in Florence and toured the facility with the officer and they tested the carry model which has a smaller grip.
- The carry model will be a suitable model for officers with smaller hands and keep us on the same platform
 - Important to maintain the firearms and train in the same manner as other officers regarding manipulating the firearm, magazine changes, etc.
 - It becomes too difficult to train on numerous firearms from a variety of manufacturers.
- Staccato was recommended by the firearms cadre.

Fiscal Impact

- 25 Staccato P Aluminum Frame 9mm
 - Includes Holosun T mounting kit
 - 3 20 round magazines
 - 3 17 round magazines included
 - Agency engraving on the slide

- OIS Loaner Program
- Agency Armorer Course included
- Agency Transition Course included
- Bundled training and equipment
- Holsters
- Magazine Pouches
- Buy back program for current handguns
- Net cost to the city
- Comp claim

\$46,850

\$3248.75

\$5249.25

\$2,400

\$3,400

\$14,298

\$4,500

\$1,500

\$9,000

\$44,450

Conclusion

- Decision has been made to transition to a new duty weapon for officers.
- Extensive testing considering ergonomics and performance was conducted with the Firearms instructor cadre.
- Selection of the Staccato P was made based on the evaluations





Questions



Item Brief

Meeting Date

October 22, 2024

Agenda Item

Discuss and consider action: Approval of an agreement with CivicPlus to upgrade and refresh the City of Burnet and Burnet Economic Development Corporation websites: K. McBurnett

Information

The City of Burnet website and the Burnet Economic Development Corporation website are currently managed under the Municode platform. Municode has been acquired by CivicPlus and will be discontinuing the Municode platform. Due to this transition and the desire to refresh both websites with added features for users, staff is proposing an upgrade to its current Municode websites, moving to Engage Central, a modern platform designed to enhance user experience, offer flexibility, and integrate various City functions such as online payments, document uploads, and citizen request tracking. The upgrade includes custom design for both the City and EDC websites, migration of up to 50 pages, and 40+ modules that support department-specific needs. The project is expected to take 22–28 weeks to complete.

Fiscal Impact

The total one-time development cost for both websites is eighteen thousand seven hundred and 01/100 dollars (\$18,700.01), with an annual fee of five thousand and 01/100 dollars (\$5,000.01) for years one and two for both websites. This makes the total cost in year one twenty-three thousand seven hundred and 02/100 dollars (\$23,700.02). Starting in year three, the annual fee will increase by 5%.

Recommendation

Staff recommends approval of the agreement with CivicPlus to upgrade and refresh the City of Burnet and Burnet Economic Development Corporation websites.



CivicPlus

302 South 4th St. Suite 500
 Manhattan, KS 66502
 US

Quote #:
Date:
Expires On:

Statement of Work
 Q-84222-1
 9/10/2024 9:23 AM
 11/9/2024

Client:
 City of Burnet, TX

Bill To:
 BURNET CITY, TEXAS

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Richard Jones	785.323.4713	rjones@civicplus.com		Net 30

BURNET TX MAIN SITE

QTY	PRODUCT NAME	DESCRIPTION
1.00	Annual - CivicEngage Central	Annual - CivicEngage Central
1.00	Hosting & Security Annual Fee - CivicEngage Central	Hosting & Security Annual Fee - CivicEngage Central
1.00	Guardian Security (Cloudflare WAF/CDN)	Cloudflare Tier 1 WAF/CDN security protection
1.00	SSL Management CivicPlus Provided	SSL Management – CP Provided Only 1 per domain (Annually Renews)
1.00	DNS and Domain Hosting Setup	DNS and Domain Hosting Setup (http://https://www.cityofburnet.com/)
1.00	DNS and Domain Hosting Annual Fee	DNS and Domain Hosting Annual Fee (http://https://www.cityofburnet.com/)
1.00	Ultimate Implementation - CivicEngage Central	Ultimate Implementation - CivicEngage Central
50.00	Website Content Development - 1 Page	Content Development - 1 Page
6.00	Website New Customer Virtual System Training - Up to 3 hours	Website Virtual System Training - Up to 3 hours & 12 attendees

BURNET ECONOMIC DEVELOPMENT
 SITE - <https://www.burnetedc.com/ed>

QTY	PRODUCT NAME	DESCRIPTION
1.00	Premium Department Header Package	Page specific Site ID, Navigation, Banner, Graphic Links, Colors; follows main site layout.
1.00	Premium Department Header Annual Fee - CivicEngage	Premium Department Header Annual Fee: Department Name
1.00	Premium Department Header Implementation - CivicEngage	Premium Department Header Implementation
15.00	Website Content Development - 1 Page	Content Development - 1 Page - CivicEngage

List Price - Initial Term Total	USD 33,257.00
Total Investment - Initial Term	USD 18,700.01
Annual Recurring Services (Subject to Uplift)	USD 5,000.01

Initial Term	12 Months
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 3

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

CITY OF BURNET

Web Page Refresh

City Council Regular Meeting October 22, 2024

Discuss and consider action: Approval of an agreement with CivicPlus to upgrade and refresh the City of Burnet and Burnet Economic Development Corporation websites: K. McBurnett

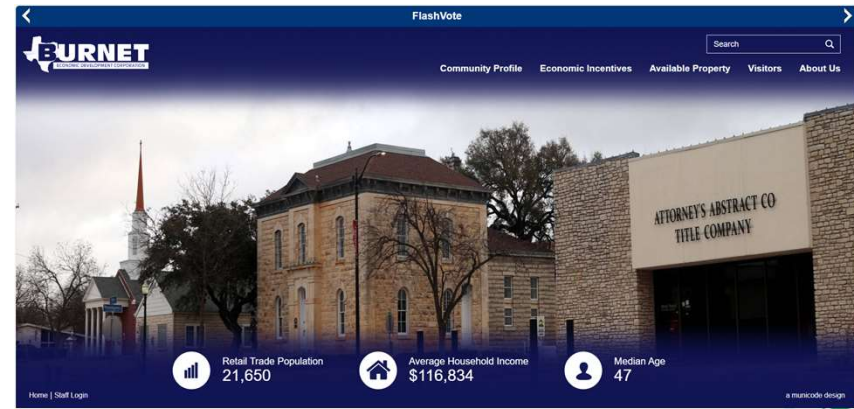


Bluebonnet Capital of Texas

CITY OF BURNET

Web Page Refresh

- The City of Burnet website and the Burnet Economic Development Corporation website are currently managed under the Munciode platform. Munciode has been bought out by CivicPlus and will be discontinuing the Munciode Platform.



Bluebonnet Capital of Texas

CITY OF BURNET

Web Page Refresh

- Staff is recommending to transition to the CivicPlus Engage Central platform.
- The upgrade will include custom designs for both websites and offer a modern platform designed to enhance user experience.
- The solution will allow for integration of various City functions such as online payments, document uploads, and citizen request tracking.



Bluebonnet Capital of Texas

CITY OF BURNET

Web Page Refresh

Cost

- Web Page Design and Development: \$18,700.01
 - Includes City of Burnet and Burnet Economic Development Corporation
- Annual Fee: \$5,000.01 (24-25 and 25-26)
 - Includes City of Burnet and Burnet Economic Development Corporation
- Total Year One Cost: \$23,700.02

Note: Beginning in 26-27 the annual fee will increase by 5% annually.



Bluebonnet Capital of Texas

Questions?

Recommendation

- Staff recommends approval of the agreement with CivicPlus to upgrade and refresh the City of Burnet and Burnet Economic Development Corporation websites.



Bluebonnet Capital of Texas