



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

301 E. Jackson Street, Burnet, TX

Tuesday, December 09, 2025 at 5:00 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, December 09, 2025** at 5:00 PM in the City of Burnet Council Chambers located at 301 E. Jackson Street, 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 Police Department 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 November 10, 2025 Regular Meeting Minutes

7. PUBLIC HEARINGS/ACTION:

1. Public hearing and action: Resolution No. R2025-83: L. Kimbler

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS,
EXPIRING THE PRELIMINARY PLAT APPLICATION OF EAGLE'S NEST

SUBDIVISION, SECTION 3, SUBMITTED OCTOBER 16, 2018, AND APPROVED BY CITY COUNCIL ON FEBRUARY 12, 2019

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

2. Public hearing and action: Resolution No. R2025-84: L. Kimbler

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING A VARIANCE TO THE CODE OF ORDINANCES, SECTION 98-42 – TRANSPORTATION IMPROVEMENTS, FOR THE PROPOSED PRELIMINARY PLAT OF EAGLE’S NEST, SECTION 3 SUBDIVISION

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

3. Public hearing and action: Resolution No. R2025-85: L. Kimbler

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE PRELIMINARY PLAT OF EAGLE’S NEST SUBDIVISION, SECTION 3, A PROPOSED 13-LOT RESIDENTIAL SUBDIVISION CONSISTING OF APPROXIMATELY 17.45 ACRES

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

8. ACTION ITEMS:

1. Discuss and consider action: Accept the resignation of Councilman Tres Clinton, declare the office vacant, and direct staff to fill the vacancy as set forth by the City Charter and state law: D. Vaughn

2. Discuss and consider action: Burnet Historic Preservation Board Appointments: M. Gonzales

3. Discuss and consider action: Authorization and approval to purchase a single purpose K-9 and provide training and equipment for the handler: B. Lee

4. Discuss and consider action: Resolution No. R2025-86: E. Belaj

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, RATIFYING THE GRANT ADMINISTRATIVE SERVICES AWARD FOR THE CPF GRANT PEDESTRIAN BRIDGE OVER SH-281 PROJECT; AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE CONTRACT ON BEHALF OF THE CITY

5. Discuss and consider action: Resolution No. R2025-87: E. Belaj

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, SELECTING THE PROPOSAL FOR THE VALLEY STREET WELL REHABILITATION

PROJECT UNDER REQUEST FOR PROPOSAL 2025-007; AWARDING A CONTRACT TO A SELECTED CONTRACTOR; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY

6. Discuss and consider action: City of Burnet July 2025 flood response including but not limited to: flood plain development rules, repair and reconstruction of City facilities, community assistance programs, debris management, and other related flood issues:
D. Vaughn

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 2nd day of Month 2025

CITY OF BURNET

GARY WIDEMAN, MAYOR

I, the undersigned authority, do hereby certify that the above NOTICE OF MEETING of the governing body of the above named City, BURNET, is a true and correct copy of said NOTICE and that I posted a true and correct copy of said NOTICE on the bulletin board, in the City Hall of said City, BURNET, TEXAS, a place convenient and readily accessible to the general public at all times, and said NOTICE was posted on December 2, 2025 at or before 5 o'clock p.m. and remained posted continuously for at least three full business days prior to the meeting date.



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).

Burnet Police Department



Updates

Range project



Patrol

Calls for Service - 3,498

Average of 38 calls for service
per day.

Traffic Stops - 1,821

20 traffic stops per day.

Closed Patrols - 5,362

59 closed patrols per day.

Reports – 153

Accidents – 82

Arrests - 89

Digital Forensics - 22

118 activities per 24-hour
period on average each day.

An officer is starting an
activity every 24 minutes
around the clock.

The duration of each activity
varies from minutes to hours
depending on the
circumstances.



Animal Control

Dogs

- 49 total
- 2 Owner surrenders
- 1 Owner arrested
- 46 strays



Cats

- 11 total



Wildlife

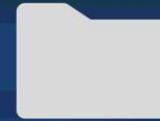
- 2 bats



Investigations



17



9

8 cases from previous quarters cleared during this quarter.
A total of 17 cases cleared during this quarter.



Code Enforcement

Total Cases: 90

Case Number per Violation

- Debris: 45
- Grass: 290
- JV: 9
- All Weather Surface: 2
- RV and Trailer Parking: 9
- IPMC: 20
- Zoning: 4

Increase over previous quarter by 50%
excluding the high grass complaints.



Questions



STATE OF TEXAS {}

COUNTY OF BURNET {}

CITY OF BURNET {}

On this, the 10th day of November 2025, the City Council of the City of Burnet convened in a Regular Session, at 5:00 p.m. in the City Council Chambers, located at 301 E. Jackson, Burnet, TX thereof with the following members present, to-wit:

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

Guests: Keith McBurnett, Haley Archer, Eric Belaj, Jessi Carpenter, Leslie Kimbler, Thad Mercer, Tony Nash, Andrew Scott, Heather Sutton, Sonia Tucker, Raymond Whelan, Lee Carney, Roy Skinner, Tell Stevens

Call to Order: Mayor Gary Wideman called the meeting to order at 5:00 p.m.

INVOCATION: Led by Mayor Gary Wideman

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

SPECIAL REPORTS/RECOGNITION:

5.1) Coloring Contest: H. Sutton:

Court Administrator Heather Sutton recognized the winners of the Halloween Safety Coloring Contest. This contest was a joint venture between the Burnet Municipal Court and Burnet CISD to promote traffic safety awareness among students. Contest entries were submitted by students from Shady Grove Elementary and Bertram Elementary schools.

The winners were: Harper Richey, Nash Neely, Kreed Ekrut, Ariadne Policarpo Perez, Mateo Gael Santos Villatoro, Hannah Gonzalez, Haden Soell, Gael Gonzalez Martinez, Jr., Braison Menchaca, River Powell, Adelyn Chase, Megan Mejia, Jacob Padilla, Lucas Torn, and Henly Ischy.

5.2) Municipal Court Quarterly Report: H. Sutton:

Court Administrator Heather Sutton reviewed the quarterly totals for the Municipal Court, which included statistics on new cases, cases filed, cases cleared, appeals, and warrants. Mrs. Sutton also presented data on monthly case filings and provided an update on the R.E.D. (Respect, Educate, and Defend) Program.

In October, the R.E.D. Program session had 10 participants. Officer Brendan Bloom and Sergeant Dustin Schuet led the presentation and received high praise for their engaging and informative session.

5.3) Delaware Springs Quarterly Report: T. Nash:

General Manager Tony Nash provided an update on ongoing cleanup efforts at the golf course following recent flooding, as well as a summary of completed projects. He reported that the water controllers damaged during the flood have been repaired, along with the damage at Hole #16 and the adjacent restroom facility. The main line repair has also been completed.

Mr. Nash noted that day-to-day operations continue to be busy, including tasks such as adding sand to bunkers, mowing, repairing irrigation leaks, and preparing for upcoming tournaments.

5.4) September Financial Report: P. Langford

Finance Director Patricia Langford reviewed the budget for the year's end and reported that the City is in good financial condition. The General Fund ended the year with a profit of \$1,728,733. Mrs. Langford explained that the City's main sources of primary revenue are property taxes, transfers, sales taxes, and EMS transport fees.

The Electric Fund finished the year with a profit of \$683,022, while the Water/Wastewater Fund also ended the year with a profit of \$665,310. The balance for unrestricted funds stands at \$3,077,065. Mrs. Langford noted that other departments, including the golf course and airport, also performed well and both reported profits.

As of September 30, 2025, the cash reserve balance for the City is \$4,001,826. The City continues to maintain a strong and stable financial standing at year-end.

CONSENT AGENDA ITEMS:6.1) Approval of the October 14, 2025 Regular Meeting MinutesApproval of the October 20, 2025 Workshop Minutes

Council Member Philip Thurman made a motion to approve the consent agenda as presented. Council Member Tommy Gaut seconded the motion. The motion passed unanimously.

PUBLIC HEARINGS/ACTION:7.1) Public hearing and action: Ordinance No. 2025-48: 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 700 S RHOMBERG STREET FROM ITS PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF MANUFACTURED HOME – DISTRICT “M-1”; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

Mayor Wideman opened the public hearing at 5:27 p.m. Citizens Chris Anderson and Roy Skinner spoke in opposition to the proposed rezone. There being no further comments, the public hearing

was closed at 5:29 p.m. Council Member Philip Thurman made a motion to deny Ordinance No. 2025-48 as presented. Council Member Ricky Langley seconded the motion. The motion failed unanimously.

ACTION ITEMS:

8.1) Discuss and consider action: Resolution No. R2025-80: M. Gonzales

A RESOLUTION OF VOTES CAST BY THE CITY COUNCIL OF THE CITY OF BURNET TO ELECT DIRECTORS FOR THE BURNET CENTRAL APPRAISAL DISTRICT FOR THE YEAR 2026-2027

Council Member Joyce Laudenschlager made a motion to approve Resolution No. R2025-80 as presented, allocating 79 votes to Cary Johnson and 78 votes to Philip Thurman. Mayor Gary Wideman seconded the motion. Voting in favor were Council Members Cindia Talamantez, Tommy Gaut, Tres Clinton, Joyce Laudenschlager, Ricky Langley, and Mayor Gary Wideman. Council Member Philip Thurman abstained. The motion passed.

8.2) Discuss and consider action: Approval of the appointment to the Burnet Economic Development Corporation Board to fill the vacant position for the unexpired term ending June 30, 2026: M. Gonzales

Mayor Gary Wideman made a motion to appoint Ben Farmer to the Burnet Economic Development Corporation Board. Council Member Philip Thurman seconded the motion. The motion passed unanimously.

8.3) Discuss and consider action: Resolution No. R2025-81: K. McBurnett

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING A REVISED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BURNET AND BURNET COUNTY FOR THE PRODUCTION OF A “WELCOME TO BURNET” VIDEO BY HI-TOWN MEDIA; AMENDING AND REPLACING RESOLUTION NO. R2025-77; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

Council Member Tommy Gaut made a motion to approve Resolution No. R2025-81 as presented. Council Member Philip Thurman seconded the motion. The motion passed unanimously.

8.4) Discuss and consider action: Resolution No. R2025-79: K. McBurnett

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING PAYMENT FOR EXPENSES RELATED TO THE US-281 PEDESTRIAN BRIDGE PROJECT USING LOCAL FUNDS AND DIRECTING STAFF TO SEEK REIMBURSEMENT FROM THE HUD COMMUNITY PROJECT FUNDING (CPF) GRANT UPON COMPLETION OF THE ENVIRONMENTAL REVIEW

Council Member Joyce Laudenschlager made a motion to approve Resolution R2025-79 as

presented. Council Member Cindia Talamantez seconded the motion. The motion passed unanimously.

8.5) Discuss and consider action: Purchase of an Electric Department Service Truck: A. Scott

Council Member Philip Thurman made a motion to approve the purchase of an electric department service truck as presented. Council Member Tres Clinton seconded the motion. The motion passed unanimously.

8.6) Discuss and consider action: Approval and authorization to purchase vehicles for the Police Department B. Lee:

Council Member Ricky Langley made a motion to approve the purchase of vehicles for the Police Department as presented. Council Member Cindia Talamantez seconded the motion. The motion passed unanimously.

8.7) Discuss and consider action: Approve funding for the purchase and installation of a new fire alarm system at the Central Fire Station: M. Ingram

Council Member Philip Thurman made a motion to approve the purchase and installation of a new fire alarm system at the Central Fire Station as presented. Council Member Joyce Laudenschlager seconded the motion. The motion passed unanimously.

8.8) Discuss and consider action: Resolution No. R2025-82: D. Vaughn

A RESOLUTION AUTHORIZING THE CITY MANAGER TO UTILIZE BUDGETED FLOOD REPAIR FUNDS FOR THE REPAIR, REPLACEMENT, AND/OR UPGRADE OF CITY OWNED EQUIPMENT, FACILITIES, AND INFRASTRUCTURE

Council Member Tommy Gaut made a motion to approve Resolution No. R2025-82 as presented. Council Member Joyce Laudenschlager seconded the motion. The motion passed unanimously.

8.9) Discuss and consider action: Authorize the Burnet Youth Sports Baseball Association (BYSBA) to make improvements to the Galloway-Hammond ballfields with prior approval by the City Manager and to install a rededication sign at the facility: D. Vaughn

Council Member Ricky Langley made a motion to authorize the Burnet Youth Sports Baseball Association to make improvements to the Galloway-Hammond ballfields as presented. Council Member Cindia Talamantez seconded the motion. The motion passed unanimously.

8.10) Discuss and consider action: Approval of an interlocal agreement with Burnet County acknowledging and outlining the dual role of the magistrate for the City of Burnet and the Burnet County Jail Magistrate: D. Vaughn

Council Member Joyce Laudenschlager made a motion to approve the interlocal agreement with Burnet County as presented. Mayor Gary Wideman seconded the motion. The motion passed unanimously.

8.11) Discuss and consider action: City of Burnet July 2025 flood response including but not limited to: flood plain development rules, repair and reconstruction of City facilities, community assistance programs, debris management, and other related flood issues: D. Vaughn

No action taken.

8.12) Discuss and consider action: Ordinance No. 2025-50: P. Langford

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE 2024-35; THE ORIGINAL BUDGET ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025, FOR THE CITY OF BURNET, TEXAS, FUNDING ACCOUNTS IN BUDGET DUE TO UNFORESEEN SITUATIONS; CONTAINING FINDINGS; PROVIDING FOR SAVINGS AND SEVERABILITY

Council Member Joyce Laudenschlager made a motion to approve Ordinance No. 2025-50 as presented, with the condition that all funds received from Reliable Tire be deposited into the General Fund Restricted Account. Council Member Tommy Gaut seconded the motion. The motion passed unanimously.

EXECUTIVE SESSION: None.

RECONVENE TO REGULAR SESSION FOR POSSIBLE ACTION: None.

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

ADJOURN: There being no further business, a motion to adjourn was made by Mayor Gary Wideman at 6:45 p.m. Council Member Philip Thurman seconded the motion. The motion passed unanimously.

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary



Item Brief

Meeting Date

December 9, 2025

Agenda Item

Public hearing and action: Resolution No. R2025-83: L. Kimbler

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, EXPIRING THE PRELIMINARY PLAT APPLICATION OF EAGLE'S NEST SUBDIVISION, SECTION 3, SUBMITTED OCTOBER 16, 2018, AND APPROVED BY CITY COUNCIL ON FEBRUARY 12, 2019

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

Information

In October of 2018, the then-property owner of approximately 17.45 acres of land, located within the Eagle's Nest Subdivision, submitted an application to subdivide the property into a 13-lot, single-family, residential large lot subdivision to be known as Eagle's Nest Subdivision, Section 3. The Planning and Zoning Commission considered the preliminary plat of Eagle's Nest Subdivision, Section 3, in February 2019 and recommended approval to the City Council. City Council held a public hearing and approved the preliminary plat on February 12, 2019.

In 2021, a subsequent owner of the property submitted construction plans and began construction activities for the subdivision; however, all progress has been dormant for more than three years. Per City Code, Section 98-22(h), the approval of a preliminary plat shall expire no earlier than the fifth anniversary of the date the first permit application was filed.

The property owner has submitted a new preliminary plat application, with the same lot and roadway configuration as previously approved, to be able to complete the subdivision construction.

Prior to consideration of the new application, both the Planning and Zoning Commission and City Council should consider expiring the previous preliminary plat application. This

action will ensure clarity in the record and establish the current application as the active plat moving forward.

P&Z Report

Planning and Zoning will meet on Monday, December 1st, staff will present P&Z's recommendation at the City Council meeting.

Recommendation

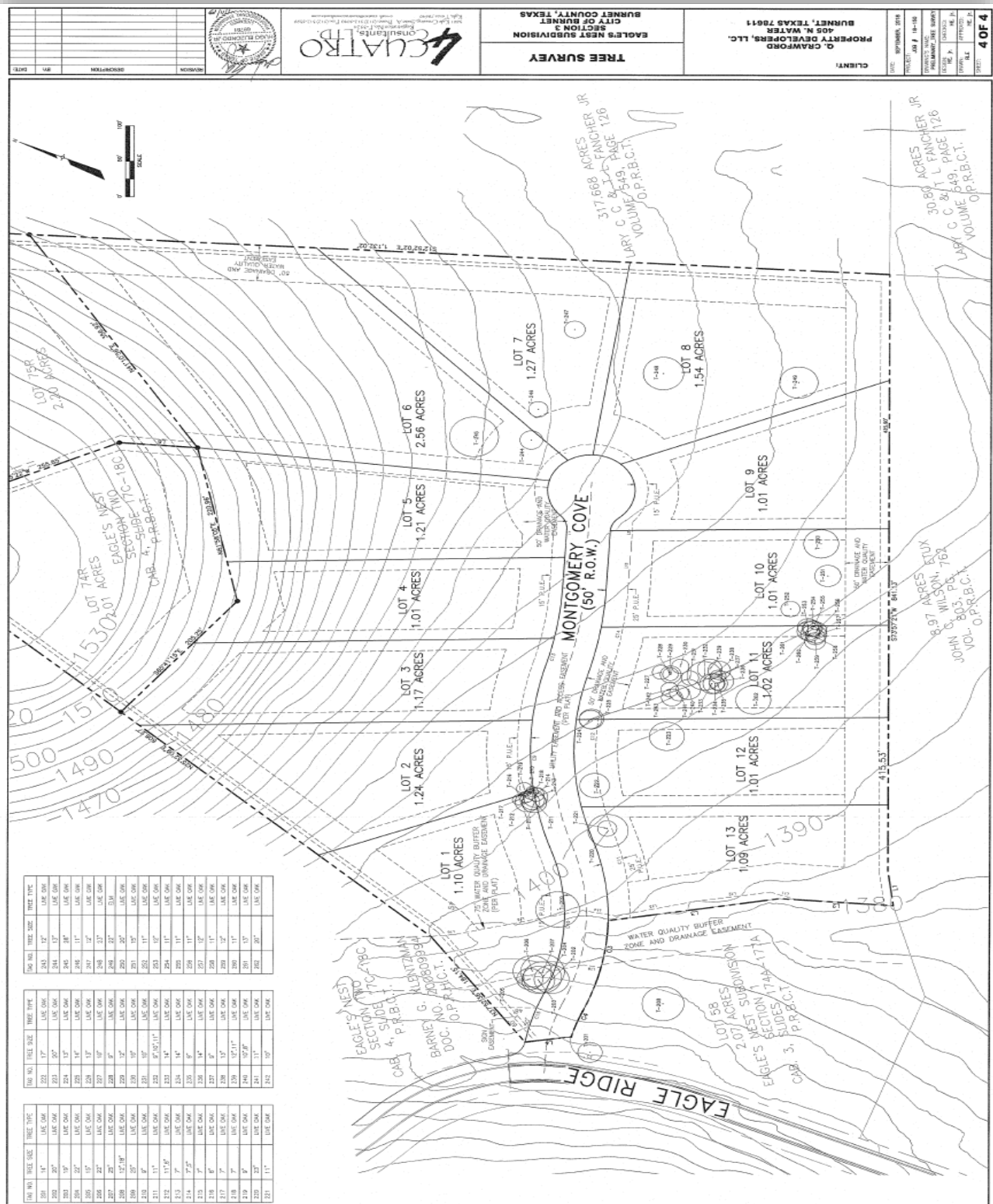
Open the public hearing.

Discuss and consider Resolution No. R2025-83.

Exhibit A – Location



Exhibit B – Previously approved subdivision



RESOLUTION NO. R2025-83

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, EXPIRING THE PRELIMINARY PLAT APPLICATION OF EAGLE'S NEST SUBDIVISION, SECTION 3, SUBMITTED OCTOBER 16, 2018, AND APPROVED BY CITY COUNCIL ON FEBRUARY 12, 2019

WHEREAS, on February 12, 2019, in accordance with the procedures prescribed in City Code Chapter 98, Article II, City Council approved an application for the Preliminary Plat of Eagle's Nest Subdivision, Section 3, submitted on October 16, 2018; and

WHEREAS, City Code Section 98-22(h) provides "*the approval of the preliminary plat or any subsequent plan or plat shall expire no earlier than the 5th anniversary of the date the first permit application was filed for if no progress has been made towards completion of the project*"; and

WHEREAS, City Council finds, determines, and declares that the fifth anniversary of the date of approval of the above-mentioned Preliminary Plat has transpired and no extension to the expiration date has been granted; and

WHEREAS, City Council finds, determines and declares 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.

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

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

Section Two. Action. That City Council's approval of the application for the Preliminary Plat of Eagle's Nest Subdivision, Section 3 on February 12, 2019, is hereby found to be expired and is henceforth of no legal effect; and any and all rights inuring to said application by such approval are no longer legally valid.

Section Three. Directive. That the City Manager is hereby authorized and directed to place notations on said application and/or take such action as may be reasonably necessary to memorialize such expiration.

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

PASSED AND APPROVED on this the 9th day of December 2025.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary

City Council Regular Meeting December 9, 2025

Public hearing and action: Resolution No. R2025-83: L. Kimbler

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, EXPIRING THE PRELIMINARY PLAT APPLICATION OF EAGLE'S NEST SUBDIVISION, SECTION 3, SUBMITTED OCTOBER 16, 2018, AND APPROVED BY CITY COUNCIL ON FEBRUARY 12, 2019



-
- LOT DIMENSIONS TABLE**
- | LOT NO. | THREE SIDE | THREE TYPE | LOT NO. | THREE SIDE | THREE TYPE |
|---------|------------|------------|---------|------------|------------|
| 201 | 14" | L&S O&G | 202 | 17" | L&S O&G |
| 202 | 20" | L&S O&G | 203 | 20" | L&S O&G |
| 203 | 19" | L&S O&G | 204 | 13" | L&S O&G |
| 204 | 22" | L&S O&G | 205 | 14" | L&S O&G |
| 205 | 15" | L&S O&G | 206 | 17" | L&S O&G |
| 206 | 22" | L&S O&G | 207 | 10" | L&S O&G |
| 207 | 28" | L&S O&G | 208 | 9" | L&S O&G |
| 208 | 12' 18" | L&S O&G | 209 | 12" | L&S O&G |
| 209 | 20" | L&S O&G | 210 | 16" | L&S O&G |
| 210 | 8" | L&S O&G | 211 | 10" | L&S O&G |
| 211 | 11" | L&S O&G | 212 | 8' 10" 11" | L&S O&G |
| 212 | 11' 6" | L&S O&G | 213 | 14" | L&S O&G |
| 213 | 7" | L&S O&G | 214 | 14" | L&S O&G |
| 214 | 7' 2" | L&S O&G | 215 | 8" | L&S O&G |
| 215 | 7" | L&S O&G | 216 | 14" | L&S O&G |
| 216 | 8" | L&S O&G | 217 | 3" | L&S O&G |
| 217 | 7" | L&S O&G | 218 | 13" | L&S O&G |
| 218 | 7" | L&S O&G | 219 | 10' 11" | L&S O&G |
| 219 | 8" | L&S O&G | 220 | 10' 30" | L&S O&G |
| 220 | 23" | L&S O&G | 221 | 11" | L&S O&G |
| 221 | 11" | L&S O&G | 222 | 10" | L&S O&G |
- LOT 1: 1.10 ACRES**
LOT 2: 1.24 ACRES
LOT 3: 1.17 ACRES
LOT 4: 1.01 ACRES
LOT 5: 1.21 ACRES
LOT 6: 2.56 ACRES
LOT 7: 1.27 ACRES
LOT 8: 1.54 ACRES
LOT 9: 1.01 ACRES
LOT 10: 1.01 ACRES
LOT 11: 1.02 ACRES
LOT 12: 1.01 ACRES
LOT 13: 1.09 ACRES
- MONTGOMERY COVE (50' R.O.W.)**
- EAGLE RIDGE**
- EAGLE'S NEST SECTION TWO**
 CAR. 4, SLIDES 17C-18C
 P.R.B.C.T.
- BARNEY G. KLENTZMAN**
 DOC. NO. 200809999
 O.P.R.B.C.T.
- LOT 5B**
 2.07 ACRES
 EAGLE'S NEST SUBDIVISION
 SECTION 1
 CAR. 3, SLIDES 17A-17A
 P.R.B.C.T.
- 30.80 ACRES**
 LARRY C C & T L FANCHER JR
 VOLUME 549, PAGE 126
 O.P.R.B.C.T.
- 37.668 ACRES**
 LARRY C C & T L FANCHER JR
 VOLUME 549, PAGE 126
 O.P.R.B.C.T.
- 8.97 ACRES**
 JOHN C WILSON, ETUX
 VOL. 803, PG. 762
 O.P.R.B.C.T.
- CLIENT:**
 G. GRANFORD
 PROPERTY MANAGEMENT, LLC.
 1000 N. WATER
 BURNET, TEXAS 78611
- DATE:** SEPTEMBER, 2016
PROJECT: JOB # 10-160
CLIENT'S NAME: HILLMAN, JIM BARRY
DESIGNER: MC P
CHECKED: MC P
APPROVED: MC P
SHEET: 4 OF 4

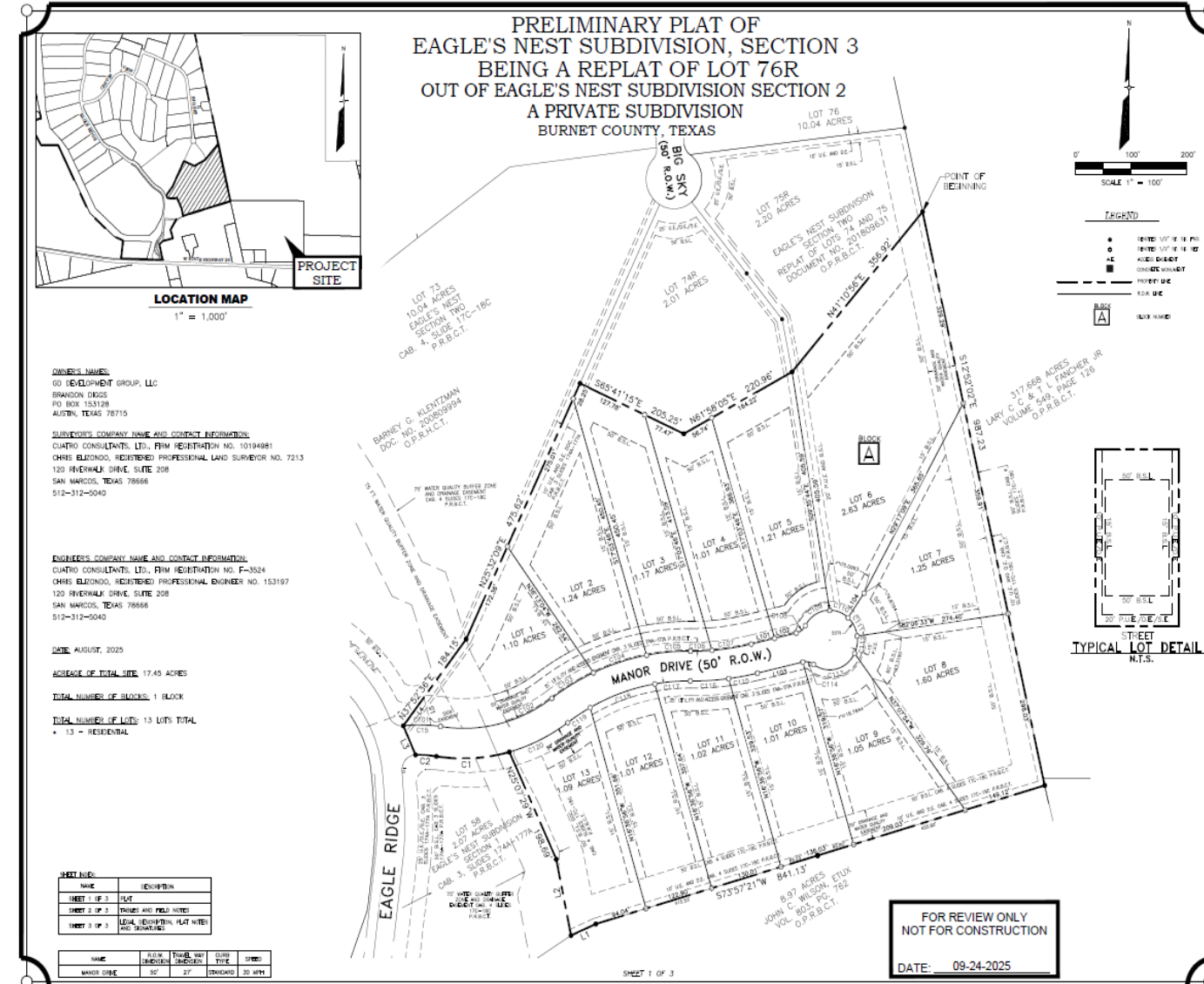


CITY OF BURNET

BACKGROUND & INFORMATION

ITEM 7-1.

- Owner has submitted **NEW** preliminary plat application
 - Same lot and roadway configuration
- Prior to considering new application, City Council should consider expiring previous plat application



Bluebonnet Capital of Texas

Public Hearing

- **Public Hearing**
 - Limit 3 minutes per speaker
- **Discussion**
 - Discuss and consider proposed Resolution No. R2025-83





Item Brief

Meeting Date

December 9, 2025

Agenda Item

Public hearing and action: Resolution No. R2025-84: L. Kimbler

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING A VARIANCE TO THE CODE OF ORDINANCES, SECTION 98-42 – TRANSPORTATION IMPROVEMENTS, FOR THE PROPOSED PRELIMINARY PLAT OF EAGLE’S NEST, SECTION 3 SUBDIVISION

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

Information

The proposed Eagle’s Nest Section 3 Preliminary Plat is a single-family residential subdivision located on 17.45 acres of property located on the east side of Eagle Ridge (Exhibit A) and abuts the city limits. The proposed subdivision will include thirteen (13) residential lots ranging in size from 1.01 acres to 2.63 acres.

The proposed subdivision (Exhibit B) will gain access from Eagle Ridge via the proposed Manor Drive. Manor Drive is a proposed dead-end cul-de-sac with an approximate length of 826 feet. Per Sec. 98-42, the maximum length for a cul-de-sac is 600 feet. Therefore, the proposed preliminary plat requires approval of a subdivision variance prior to consideration.

The requested variance (Exhibit C) pertains to the requirements outlined in Code of Ordinances Sec. 98-42(b)(8) which states: *“In general, culs-de-sac shall not exceed 600 feet in length, and shall have a turnaround of not less than 96 feet in diameter in residential areas...”*

The City of Burnet Code of Ordinances Sec. 98-82 states the following regarding variances to the subdivision standards:

“In granting approval of a request for variance, the Commission and Council shall conclude that the variance is not contrary to the public interest and, due to special conditions, a literal enforcement of this chapter would result in unnecessary hardship, and so that the variance observes the spirit of this chapter and concludes that substantial justice is done. The Commission and Council shall meet these requirements by making findings that:

- a. The public convenience and welfare will be substantially served;
- b. The appropriate use of surrounding property will not be substantially or permanently impaired or diminished;
- c. The applicant has not created the hardship from which relief is sought;
- d. The variance will not confer upon the applicant a special right or privilege not commonly shared or available to the owners of similar and surrounding property;
- e. The hardship from which relief is sought is not solely of an economic nature;
- f. The variance is not contrary to the public interest;
- g. Due to special conditions, the literal enforcement of this chapter would result in an unnecessary hardship; and
- h. In granting the variance the spirit of the ordinance is observed and substantial justice is done.

Staff Analysis

Staff has evaluated the variance request and has determined that:

The subject property, which consists of 17.45 acres, has only one feasible point of ingress and egress from Eagle Ridge. Because the property abuts the city limits and is surrounded by existing development, staff has determined that a dead-end street is the only viable method of providing access. The proposed 826-foot cul-de-sac meets all applicable fire code requirements for adequate fire apparatus turnaround and has been approved by the City's Fire Marshal. Staff finds that the requested variance serves the public interest by allowing the property to be subdivided into one-acre lots. Strict enforcement of the maximum cul-de-sac length required by Sec. 98-42 would impose a hardship that is not solely economic. The hardship arises from the physical characteristics of the property: its size necessitates a cul-de-sac exceeding the maximum length by approximately 200 feet, yet it is not large enough to provide a second point of ingress and egress.

P&Z Report

Planning and Zoning will meet on Monday, December 1st; staff will present P&Z's recommendation at the City Council meeting.

Recommendation

Open the public hearing.

Discuss and consider Resolution No. R2025-84.

Exhibit A – Location



Exhibit C – Applicant's Request



September 25, 2025

Leslie Kimbler
City of Burnet
10011 Buchanan Dr., Ste. 4
Burnet, TX 78611

**RE: EAGLE'S NEST SUBDIVISION, PHASE 3
CITY OF BURNET, BURNET COUNTY, TEXAS
CCL 25-086**

**SUBJECT: CUL-DE-SAC STREET LENGTH VARIANCE REQUEST
(STREET DESIGN CRITERIA: RESIDENTIAL, LARGE LOT)**

Dear Ms. Kimbler:

On behalf of our Client, GD Development Group, LLC, represented by Jim Gallegos, we respectfully request a variance from the City of Burnet Unified Development Code, Section 98-42(b)(8), Transportation Improvements. The current regulations require a 600 foot long maximum street length for cul-de-sacs in a large residential subdivision with less than 80 dwelling units.

We hereby request a 826 foot maximum street length as approved and supported by the local Fire Marshal.

We appreciate your consideration of this request.

Sincerely,

Chris Elizondo, P.E., R.P.L.S.
Managing Principal

RESOLUTION NO. R2025-84

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING A VARIANCE TO THE CODE OF ORDINANCES, SECTION 98-42 – TRANSPORTATION IMPROVEMENTS, FOR THE PROPOSED PRELIMINARY PLAT OF EAGLE’S NEST, SECTION 3 SUBDIVISION

WHEREAS, Code of Ordinances, Section 98-42, imposes lengths for residential culs-de-sac within the subdivision; and

WHEREAS, the applicant has petitioned for a variance to the Code of Ordinances; and

WHEREAS, the Planning and Zoning Commission has recommended the variance be granted.

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

Section One. Recitals. That the recitals to this Resolution are incorporated herein for all purposes.

Section Two. Findings. As required by City Code Sec. 98-82, City Council finds:

- Granting the variance is not contrary to the public interest: **approving the variance allows the property to be developed in the most advantageous way to the existing surrounding developments and is not contrary to the public interest.**
- The literal enforcement of this chapter would result in unnecessary hardship: **due to the property’s location abutting the city limits and the existing surrounding developments, the literal enforcement would result in unnecessary hardship.**
- The variance observes the spirit of the ordinance and concludes that substantial justice is done: **staff has determined that all other requirements of the code are adhered to and therefore the spirit of the ordinance is observed and substantial justice is done.**

Section Three. Approval. The variance request is hereby approved and granted.

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 9th day of December 2025.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary

Eagle's Nest Subdivision, Sec. 3 Variance

City Council Regular Meeting

December 9, 2025

Public hearing and action: Resolution No. R2025-84: L. Kimbler

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING A VARIANCE TO THE CODE OF ORDINANCES, SECTION 98-42 – TRANSPORTATION IMPROVEMENTS, FOR THE PROPOSED PRELIMINARY PLAT OF EAGLE'S NEST, PHASE 3 SUBDIVISION



Bluebonnet Capital of Texas

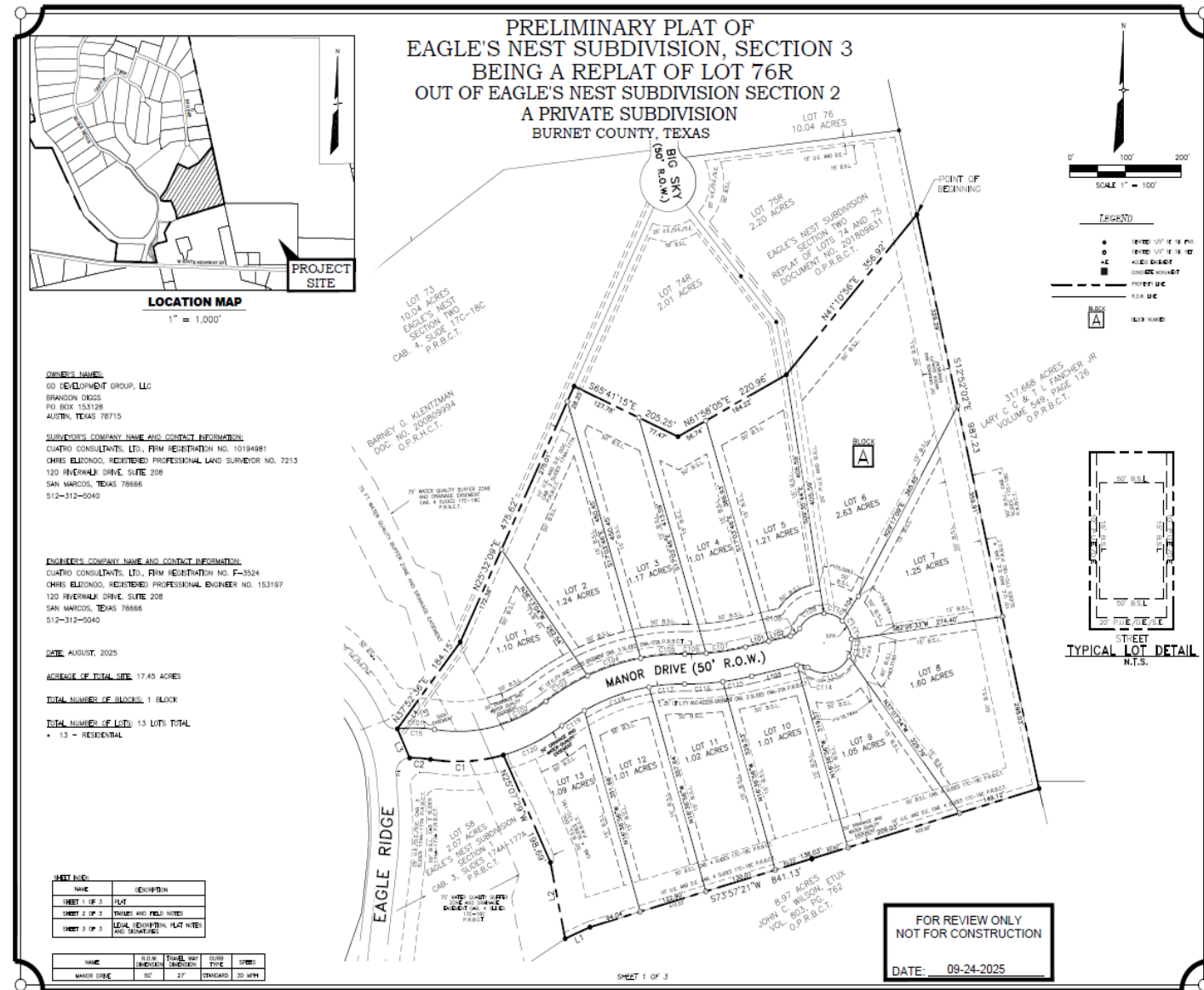


ITEM 7-2.

Eagle's Nest, Sec. 3

- 17.45 acres
- 13 lots
 - 1.01 acres to 2.63 acres
- One new cul-de-sac road: Manor Drive
 - 826 feet long

The requested variance (Exhibit C) pertains to the requirements outlined in Code of Ordinances Sec. 98-42(b)(8) which states: *"In general, culs-de-sac shall not exceed 600 feet in length, and shall have a turnaround of not less than 96 feet in diameter in residential areas..."*



The City of Burnet Code of Ordinances Sec. 98-82 states the following regarding variances to the subdivision standards:

“In granting approval of a request for variance, the Commission and Council shall conclude that the variance is not contrary to the public interest and, due to special conditions, a literal enforcement of this chapter would result in unnecessary hardship, and so that the variance observes the spirit of this chapter and concludes that substantial justice is done.

Staff Analysis:

One feasible point of ingress/egress from Eagle Ridge

Property abuts city limits

Surrounding Development

Dead-end street only viable method for providing access

Meets fire code for fire apparatus turnaround; Fire Marshal has approved

Allows property to be subdivided into one-acre tracts

Hardship is due to physical characteristics



Questions?

Recommendation

- Staff recommends approval of Resolution No. R2025-84 as presented.



Bluebonnet Capital of Texas





Item Brief

Meeting Date

December 9, 2025

Agenda Item

Public hearing and action: Resolution No. R2025-85: L. Kimbler

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE PRELIMINARY PLAT OF EAGLE'S NEST SUBDIVISION, SECTION 3, A PROPOSED 13-LOT RESIDENTIAL SUBDIVISION CONSISTING OF APPROXIMATELY 17.45 ACRES

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

Information

The proposed Eagle's Nest Subdivision, Section 3 Preliminary Plat is a single-family residential subdivision on 17.45 acres of property located on the east side of Eagle Ridge (Exhibit A) and abuts the city limits. The proposed subdivision will include thirteen (13) residential lots.

Each lot will be a minimum of one acre; the smallest lot to be 1.01 acres and the largest 2.63 acres. With each lot in the subdivision being one acre or more, this subdivision is considered a "large lot" subdivision and is not required to install sidewalks.

The proposed subdivision (Exhibit B) will gain access from Eagle Ridge via one new proposed road named Manor Drive. Manor Drive is a proposed dead-end cul-de-sac with an approximate length of 826 feet. Per Sec. 98-42, the maximum length for a cul-de-sac is 600 feet. Therefore, the proposed preliminary plat requires approval of a subdivision variance prior to consideration.

The proposed preliminary plat is similar to the previously approved preliminary plat with the same lot and road configuration.

The subdivision will be served by City of Burnet water, the electric provider will be PEC, and wastewater will be provided by on-site sewage facilities (septic).

Staff Analysis

City staff and the city engineer have reviewed the plat in accordance with Sec. 98-22 (entitled "Preliminary Plats") and have found that, with the approval of the culs-de-sac variance, the plat does generally meet the requirements as outlined in the code.

P&Z Report

Planning and Zoning will meet on Monday, December 1st; staff will present P&Z's recommendation at the City Council meeting.

Recommendation

Open the public hearing.

Discuss and consider Resolution No. R2025-85.

Exhibit A – Location



Exhibit B – Proposed Subdivision

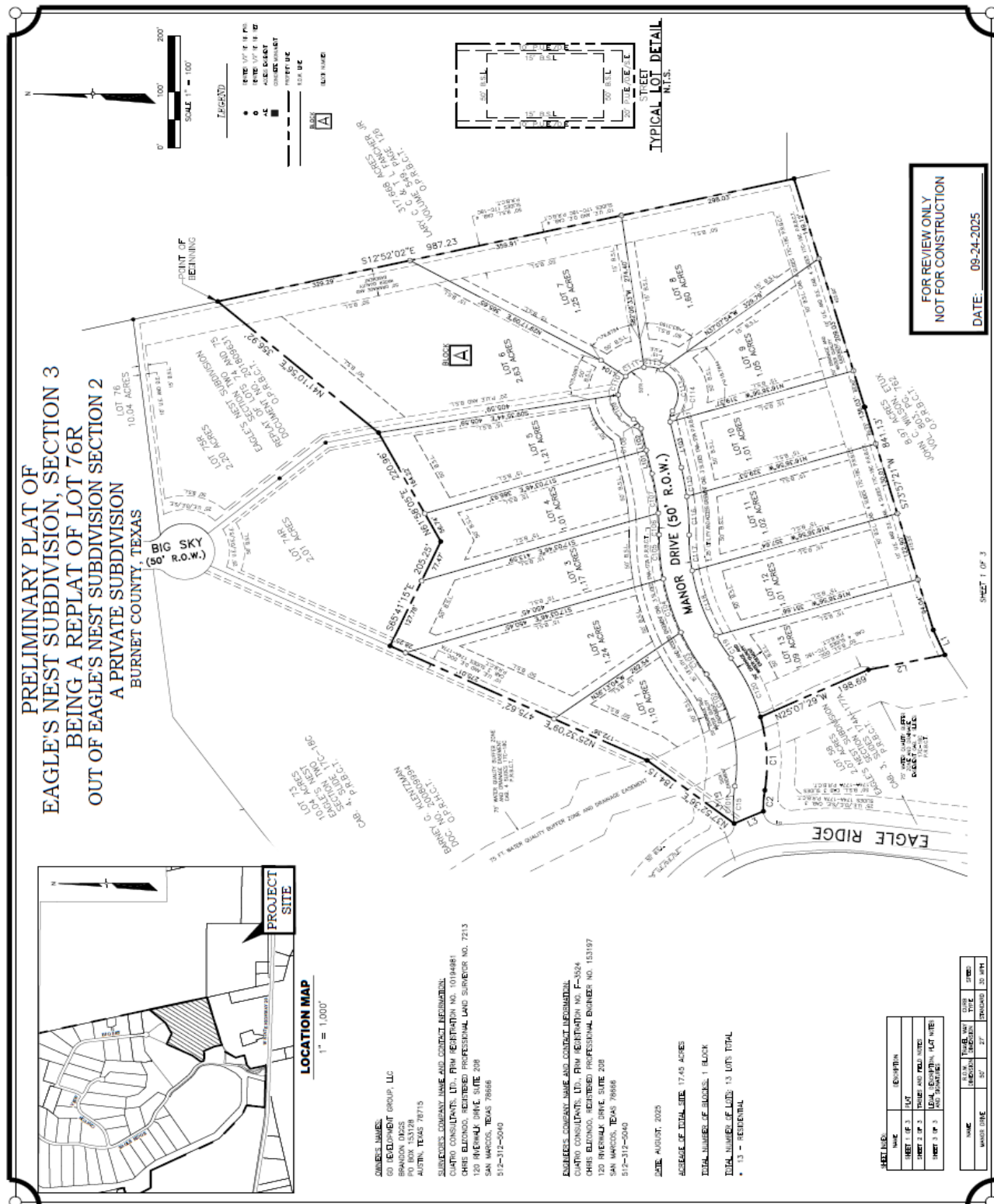


Exhibit C – Applicant's Request



September 25, 2025

Leslie Kimbler
City of Burnet
10011 Buchanan Dr., Ste. 4
Burnet, TX 78611

**RE: EAGLE'S NEST SUBDIVISION, PHASE 3
CITY OF BURNET, BURNET COUNTY, TEXAS
CCL 25-086**

**SUBJECT: CUL-DE-SAC STREET LENGTH VARIANCE REQUEST
(STREET DESIGN CRITERIA: RESIDENTIAL, LARGE LOT)**

Dear Ms. Kimbler:

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We hereby request a 826 foot maximum street length as approved and supported by the local Fire Marshal.

We appreciate your consideration of this request.

Sincerely,

Chris Elizondo, P.E., R.P.L.S.
Managing Principal

RESOLUTION NO. R2025-85

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE PRELIMINARY PLAT OF EAGLE'S NEST SUBDIVISION, SECTION 3, A PROPOSED 13-LOT RESIDENTIAL SUBDIVISION CONSISTING OF APPROXIMATELY 17.45 ACRES

WHEREAS, the Planning and Zoning Commission conducted a public hearing on this application on December 1, 2025; and

WHEREAS, the Planning and Zoning Commission recommended approval of the application on December 1, 2025; and

WHEREAS, City Council conducted a public hearing on this application on December 9, 2025.

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

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

Section Two. Approval. The preliminary plat of Eagle's Nest Subdivision, Section 3, is hereby approved.

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

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

PASSED AND APPROVED on this the 9th day of December 2025.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

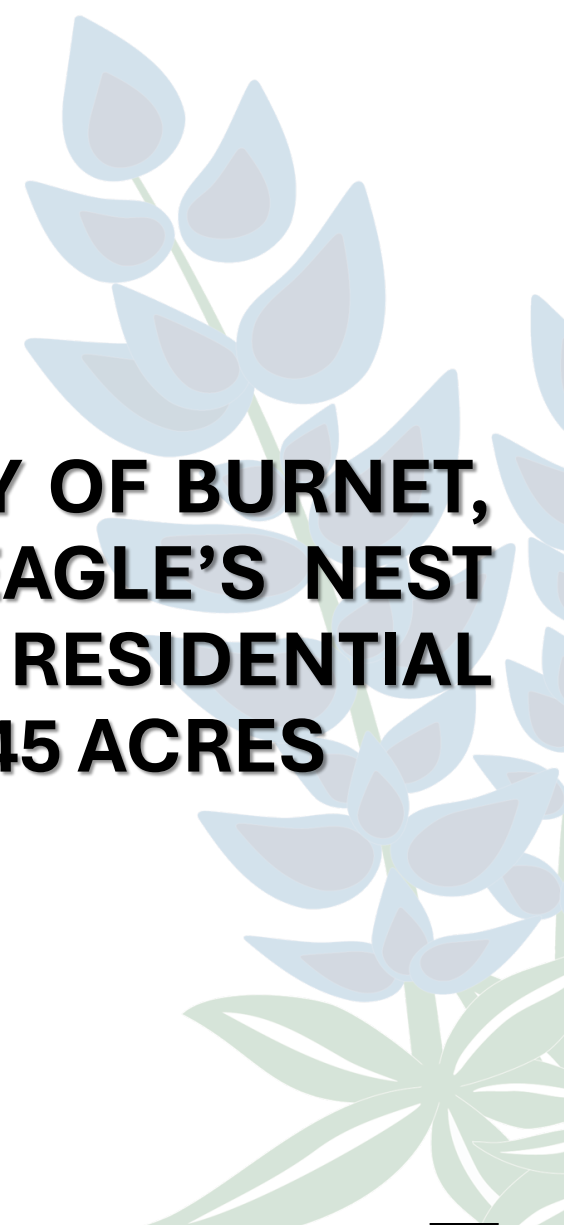
ATTEST:

Maria Gonzales, City Secretary

City Council Regular Meeting December 9, 2025

Public hearing and action: Resolution No. R2025-85: L. Kimbler

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE PRELIMINARY PLAT OF EAGLE'S NEST SUBDIVISION, SECTION 3, A PROPOSED 13-LOT RESIDENTIAL SUBDIVISION CONSISTING OF APPROXIMATELY 17.45 ACRES



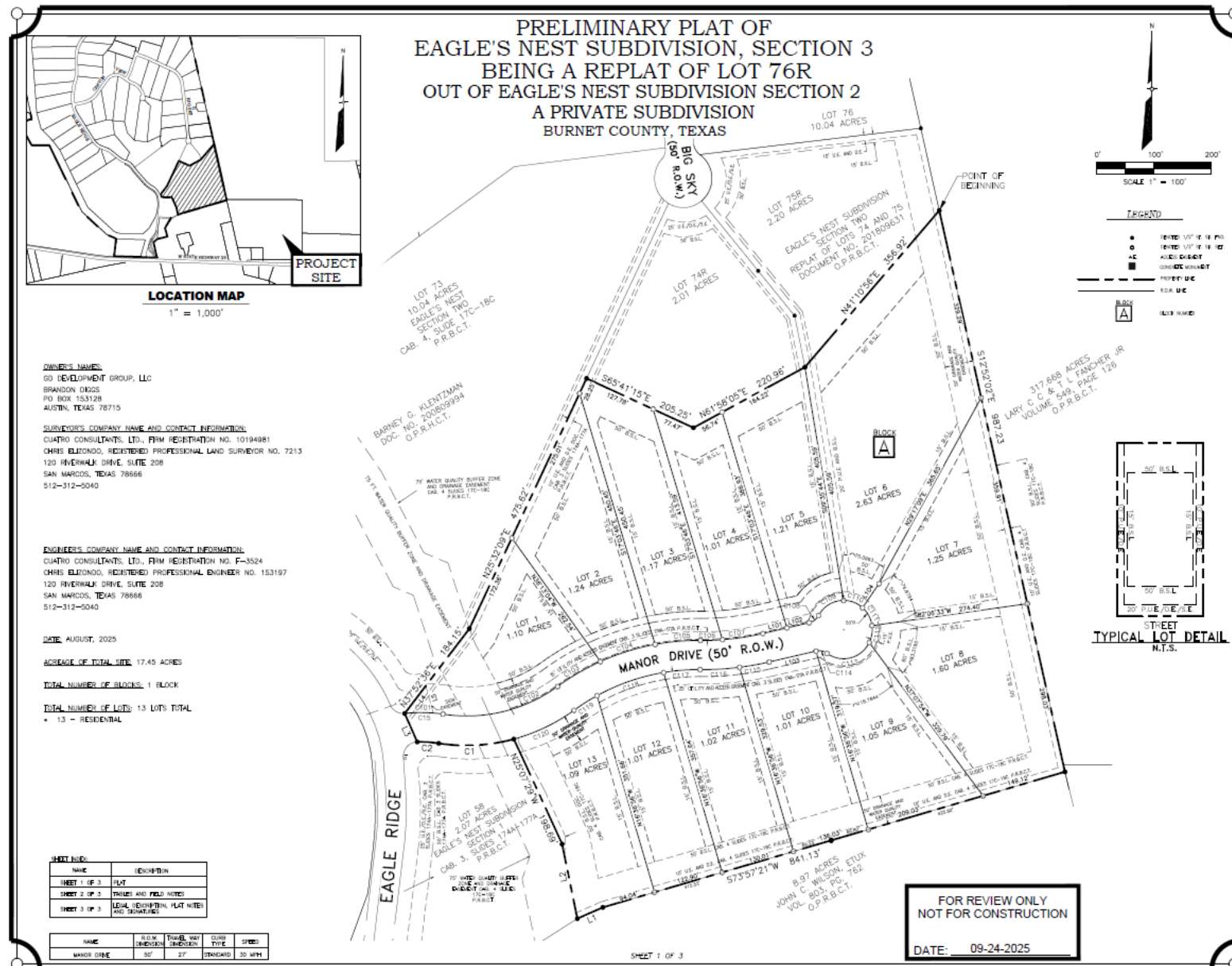
BACKGROUND & INFORMATION

ITEM 7-3.

- Single-family residential subdivision
- Approximately 17.45 acres
- 13 lots
 - 1.01 acres to 2.63 acres
- One new cul-de-sac road
 - Manor Drive - 826 feet
 - Variance requires approval prior to plat
- City of Burnet water
- PEC electric
- OSSF

City staff and city engineer have reviewed the plat in accordance with Sec. 98-22 (entitled “Preliminary Plats”) and have found that, with the approval of the culs-de-sac variance, the plat does generally meet the requirements as outlined in the code.





Public Hearing

- **Public Hearing**
 - Limit 3 minutes per speaker
- **Discussion**
 - Discuss and consider proposed Resolution No. R2025-85





Item Brief

Meeting Date

December 9, 2025

Agenda Item

Discuss and consider action: Accept the resignation of Councilman Tres Clinton, declare the office vacant, and direct staff to fill the vacancy as set forth by the City Charter and state law: D. Vaughn

Information

Councilman Tres Clinton submitted his resignation from the Burnet City Council effective November 30. This agenda item asks the City Council to officially accept his resignation and declare the council seat vacant. Once the vacancy is declared, staff will undertake the necessary steps as prescribed by the Burnet City Charter and applicable state law, including identifying the process and timeline for calling a special election to fill the unexpired term.

Fiscal Impact

No direct fiscal impact is anticipated as a result of this action. Should a special election be required, associated costs, if any, will be brought forward to the Council at that time.

Recommendation

Staff recommends accepting the resignation, declaring the seat vacant, and directing staff to proceed with the vacancy-filling process in accordance with the City Charter and state law.



Item Brief

Meeting Date

December 9, 2025

Agenda Item

Discuss and consider action: Burnet Historic Preservation Board Appointments: M. Gonzales

Information

The Burnet Historic Preservation Board is tasked with protecting and enhancing the landmarks and districts that represent elements of Burnet's historic, architectural, and cultural heritage. Per Ordinance No. 2016-19, the Board is composed of five members: one City of Burnet staff member, one City Council member (or a designated City staff representative), and three at-large members.

The three at-large positions are currently filled by Crista Bromley, Renee Riddell, and Jessica Haile. Each serves a two-year term, with all terms set to expire in June 2027.

Leslie Kimbler, Planning Manager for the City of Burnet, has committed to serve as the required City Staff representative on the Board.

A vacancy remains for the City Council representative position. Council may either appoint one of the current members to serve in this role or recommend an additional City staff member to fill the vacancy.

Fiscal Impact

None.

Recommendation

Staff recommends the appointment of Leslie Kimbler to the Historic Preservation Board as the required City Staff representative.

Staff is also seeking Council guidance regarding the appointment to the vacant City Council position, including whether Council wished to appoint a Council member directly or designate an additional City staff member to serve in this capacity.



Item Brief

Meeting Date

December 9, 2025

Agenda Item

Discuss and consider action: Authorization and approval to purchase a single purpose K-9 and provide training and equipment for the handler: B. Lee

Information

Recently, the police department retired K-9 Ferro after the handler left the agency, leaving us with only one narcotics-detection K-9. The presence of K-9 units has been an important factor not only in detecting narcotics but also in deterring their presence in our city. The department has selected a new K-9 handler and now needs to purchase a replacement dog and provide training to the new handler.

Fiscal Impact

The estimated cost to purchase the K-9, acquire necessary equipment, and train the officer is \$15,000.

Recommendation

Staff recommends approval of the \$15,000 to acquire a second K-9 and provide training to the K-9 drug detection team.



City Council
Regular Meeting
December 9, 2025

K-9 Purchase

Discuss and consider action: Authorization and approval to purchase a single purpose K-9 and provide training and equipment for the handler: B. Lee





Narcotics Detection K-9

- The recent departure of a handler necessitated the retirement of one of our K-9's, leaving us with only one K-9 drug detection team.
- The K-9 units have proved to be an immense resource for the police department and the community.
- Presence alone is a great deterrent to reduce narcotics activity.
- Public interaction is increased when the handler has the K-9 out of the vehicle.





Narcotics Detection K-9

The department held a selection process to fill the open K-9 position and Officer Justin Ornelas has been selected.

- The K-9 will be purchased from Hill Country Dog Center in Bandera, Texas.
- Officer Ornelas will attend three weeks of training in Bandera with the newly selected drug detection K-9
- Floppy ear
- Additional equipment will be needed to include leashes, harnesses, and other items to maintain the dog.
- Anticipated selection of the K-9 and training in January.





Questions?

Recommendation

- Staff recommends approval of \$15,000 to acquire a second K-9 and provide training to the drug detection team.





Item Brief

Meeting Date

December 9, 2025

Agenda Item

Discuss and consider action: Resolution No. R2025-86: E. Belaj

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, RATIFYING THE GRANT ADMINISTRATIVE SERVICES AWARD FOR THE CPF GRANT PEDESTRIAN BRIDGE OVER SH-281 PROJECT; AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE CONTRACT ON BEHALF OF THE CITY

Information

The City previously selected the Goodman Corporation to provide grant administration services for the Pedestrian Bridge over State Highway 281 project. At that time, City staff reviewed three proposals and presented them to the City Council for consideration and award. However, a fourth proposal from HGA was inadvertently omitted from the scoring process and not presented to Council.

After consulting with the City Attorney, City staff re-evaluated all four submissions using the original scoring criteria. As done previously, staff awarded full points for experience to HGA and ranked pricing on a linear scale.

This agenda item presents the complete ranking of all four proposals. Based on the updated evaluation, the Goodman Corporation continues to represent the best overall value to support the City in administering this project.

This item authorizes the selection of the firm and empowers the City Manager to negotiate and execute a professional services contract in an amount not to exceed \$190,000. If the contract amount exceeds this limit, it will be brought back to the City Council for approval.

Fiscal Impact

All expenses related to the design and construction of the pedestrian bridge are anticipated to be covered by the \$5,035,425 CPF grant.

Recommendation

Staff recommends approval of Resolution No. 2025-86 as presented.

RESOLUTION NO. 2025-86**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, RATIFYING THE GRANT ADMINISTRATIVE SERVICES AWARD FOR THE CPF GRANT PEDESTRIAN BRIDGE OVER SH-281 PROJECT; AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE CONTRACT ON BEHALF OF THE CITY**

WHEREAS, the City issued a Request for Qualifications and received statements of qualifications and proposals on September 23, 2025 for the grant administration services for the Pedestrian Bridge over SH-281 project; and

WHEREAS, at the October 20, 2025 special Council meeting, City staff presented three proposals to the City Council for consideration but inadvertently omitted a fourth statement of qualifications from the review and scoring process; and

WHEREAS, at said meeting, the City Council accepted staff's recommendation for award, selected the Goodman Corporation, and authorized the City Manager to execute a contract; and

WHEREAS, pursuant to legal advice from the City Attorney, City staff re-evaluated all four submissions using the original scoring criteria and hereby presents, via this resolution, the re-scored and ranked submittals; and

WHEREAS, upon completion of the re-evaluation, City staff determined that the Goodman Corporation continued to represent the best value for providing grant administration services for the Pedestrian Bridge over SH-281 Project; and

WHEREAS, after considering the updated staff recommendation and any public testimony presented at the meeting at which this resolution is considered, the City Council finds the Goodman Corporation's proposal to be beneficial to the project and desires to award the contract accordingly.

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

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

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

- The Goodman Corporation proposal **is the best value for the project**; and
- The Goodman Corporation proposal is hereby ratified, subject to the provisions set out in Section Three below.

Section Three. Authorization. The City Manager is hereby authorized and directed to execute a Professional Services Contract substantially similar to the contract referenced in Section Two above, in an amount not to exceed \$190,000, and to take such further

actions and execute such ancillary documents as may be reasonably necessary to carry out 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; provided that the city manager shall comply with the time restriction stated in Section Three.

PASSED AND APPROVED this the ____ day of _____ 2025.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary

ITEM 8-4.

CONTRACTOR RATING SHEET

Date of Rating: November 7, 2025
Project Name: 281 Pedestrian Bridge
Evaluator's Name: EB, KM, DV, AF

Lowest Bid Ammt: \$ 190,000.00
Highest Bid Ammt \$ 337,750.00

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

Criteria	The Goodman Corp	GrantWorks	OD Grant Solutions	HGA				
Bid Ammount	\$ 190,000.00	\$ 314,714.06	\$ 337,750.00	\$ 200,000.00				
1 50% Project Cost	50	27	23	48				
2 50% Technical Evaluation	50	50	50	50				
3 Schedule Compliance								
4 Other Factors								
*TOTAL RATING	100	77	73	98				

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

**CITY OF BURNET
PROFESSIONAL SERVICES AGREEMENT
FUNDED IN PART BY THE FEDERAL DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT**

**THE STATE OF TEXAS §
 § **KNOW ALL BY THESE PRESENTS**
BURNET COUNTY §**

This Professional Services Agreement ("*Agreement*"), Funded by the Federal Department of Housing and Urban Development (HUD) for the Pedestrian Crossing at Highway 281 in the City of Burnet, Tx (Project), is made and entered by and between the City of Burnet, Texas, (the "*City*") a Texas home-rule municipality, and The Goodman Corporation, ("*Professional*" or "*Firm*").

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

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

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

Section 3. Compensation.

- (A) *Compensation.* The Professional shall be paid in the manner set forth in **Exhibit "B"** and as provided herein. The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **\$190,000**. Payment to the Professional shall be based on satisfactory completion of identified milestones in the Scope of Work.
- (B) *Billing Period:* The Professional may submit monthly, or less frequently, an

invoice for payment based on the estimated completion of the described tasks and approved work schedule. Subject to Chapter 2251, Texas Government Code (the “*Prompt Payment Act*”), payment is due within thirty (30) days of the City’s receipt of the Professional’s invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

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

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

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

Section 5. Time of Performance. The services of the Professional shall commence on _____. In any event, all the services required and performed hereunder shall be completed no later than _____ or the project’s administrative closure date, as defined by HUD, whichever is later. The prompt completion of the services under the Scope of Work is critical to the City. Unnecessary

delays in providing services under a Scope of Work shall be grounds for dismissal of the Professional and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of as.

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

In addition to the insurance provided for in **Exhibit “C”**, Professional shall maintain the following limits and types of insurance:

Professional Liability Insurance: Professional errors and omissions liability insurance with limits of liability of \$1,000,000 per occurrence covering all work performed by the Professional, its employees, sub-contractors, or independent contractors.

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

General Liability Insurance: The Professional shall carry and maintain during the term of this Agreement general liability insurance on a per occurrence basis with limits of liability of \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be \$1,000,000. Coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Professional or its employees carrying out the work involved in this Agreement. The general aggregate shall be \$2,000,000.

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

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

Qualifying Insurance: The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form; provided however, subject to the City's City Manager's prior written approval and verification that any coverage can only

be obtained on a “claims made” basis, the certificate of insurance for such coverage must clearly state coverage is on a “claims made” basis and coverage must remain in effect for at least two years after final payment with the Professional continuing to furnish the City certificates of insurance.

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

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

Section 8. Ownership of Documents. Upon completion or termination of this Agreement and payment of all compensation owed to Professional, all documents prepared by the Professional or furnished to the Professional by the City shall be delivered to and become the property of the City. All drawings, charts, calculations, plans, specifications, and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE CITY’S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL.

- A) Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant to the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at Professional’s expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement.
- B) *Access to Records.* The HUD, Inspectors General, the Comptroller General of the United States, and the City of Burnet, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Professional which are pertinent to the Project award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City’s contract with HUD .
- C) *Retention of Records.* The Professional shall retain all required records for three years after the City makes its final payment and all pending matters are closed.
- D) *Records and Audits.* The Professional shall ensure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Professional and the City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

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

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

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

Section 12. Termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Professional pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City. Termination, of this Agreement, prior to the time stated in the Section 1 (entitled "*Duration*") shall be as follows:

- (A) *Termination of Agreement for Cause:* This Agreement may be terminated:
 - (1) By the mutual agreement and consent of both Professional and City;
 - (2) By the City: If the Professional fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Professional violates any of the covenants, conditions, agreements, or stipulations of this Agreement,

the City shall have the right to terminate this Agreement by giving written notice to the Professional of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination.

In the event of termination for cause, the Professional shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Professional shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Professional, and the City may set-off the damages it incurred because of the Professional's breach of the contract from any amounts it might otherwise owe the Professional.

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

- (B) *Termination for Convenience of the City:* City may at any time and for any reason terminate Professional's services and work at City's convenience upon providing written notice to the Professional specifying the extent of termination and the effective date. Upon receipt of such notice, Professional shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Professional shall be entitled to payment only as follows:

- (1) the actual cost of the work completed in conformity with this Agreement plus,
- (2) such other costs actually incurred by Professional as are permitted by the prime contract and approved by City.

There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Professional prior to the date of the termination of this Agreement. Professional shall not be entitled to any claim or claim of lien against City/County for any additional compensation or damages in the event of such termination and payment.

Section 13. Indemnification. Professional agrees to indemnify and hold the City of Burnet, Texas and all of its present, future and former agents, employees, officials and representatives harmless in their official, individual and representative capacities from any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs

and damages (whether common law or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, for injuries to persons (including death) or to property (both real and personal) created by, arising from or in any manner relating to the services or goods performed or provided by Professional – expressly including those arising through strict liability or under the constitutions of the United States or Texas – BUT ONLY TO THE EXTENT ALLOWABLE BY SEC. 271.904(a) OF THE TEXAS LOCAL GOVERNMENT CODE AS APPLICABLE. Additionally, the professional shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

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

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

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

a firearm entity or firearm trade association (Chapter 2274, Texas Government Code); and (iv) neither boycott energy companies; nor will not boycott energy companies during the term of the contract (Chapter 2274, Texas Government Code).

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

(E) *Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire.* Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code as noted below.

- (1) *Governing Body.* No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of Project award between HUD and the City, shall have any personal financial interest, direct or indirect, in the Professional or this Agreement; and the Professional shall take appropriate steps to assure compliance.
- (2) *Other Local Public Officials.* No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the Project award between HUD and the City, shall have any personal financial interest, direct or indirect, in the Professional or this Agreement; and the Professional shall take appropriate steps to assure compliance.
- (3) *The Professional and Employees.* The Professional warrants and represents that it has no conflict of interest associated with the Project award between HUD and the City or this Agreement. The Professional further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the Project award between HUD and the City, or in any business, entity, organization or person that may benefit from the award. The Professional further agrees that it will not employ an individual with a conflict of interest as described herein.
- (4) *Conflicts Disclosure Statement.* Per Sec. 176.003 in Chapter 176 of the Local Government Code A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
 - i. the vendor enters into a contract with the local governmental entity or the local governmental entity is considering entering into a contract with the vendor; and the vendor:
 - ii. has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that: (i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor;

- iii. has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that: (i) a contract between the local governmental entity and vendor has been executed; or (ii) the local governmental entity is considering entering into a contract with the vendor; or has a family relationship with the local government officer.
- iv. (a-1). A local government officer is not required to file a conflicts disclosure statement in relation to a gift accepted by the officer or a family member of the officer if the gift is: (1) a political contribution as defined by Title 15, Election Code; or (2) food accepted as a guest.
- v. (a-2). A local government officer is not required to file a conflicts disclosure statement under Subsection (a) if the local governmental entity or vendor described by that subsection is an administrative agency created under Section 791.013, Government Code.
- vi. A local government officer shall file the conflicts disclosure statement with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of the statement under Subsection (a).

(F) *Dispute Resolution of Program Non-Compliance and Disallowed Costs.* In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or HUD program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. by taking the following steps:

- (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute.
- (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute.
- (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under

its Commercial Mediation Procedures before resorting to litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. The selection of mediator shall be agreed to by both parties. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

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

Exhibit "A": Scope of Work

Exhibit "B": Compensation

Exhibit "C": Requirements for all Insurance Documents

Exhibit "D": Evidence of Insurance

Exhibit "E": Byrd Anti-Lobbying Amendment

- (H) *Entire Agreement.* It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

- (I) *Gender.* Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

- (J) *Governing Law; Venue.* This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Burnet County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Burnet County, Texas.

- (K) *No Assignment.* Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party. Procedures for subcontract or assignment application for City approval:

- (1) The Professional shall, prior to proceeding with the work, notify the City in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
- (2) If any time during progress of the work, the City determines that any subcontractor is incompetent or undesirable, the City will notify the Professional who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City.
- (3) The Professional will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended

(33 U.S.C. 1251-1387). The provisions shall require reporting of violations to TDA and to the Regional Office of the Environmental Protection Agency (EPA).

- (4) The Professional will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate.
- (5) The Professional will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the City including the manner by which it will be effected and the basis for settlement.
- (6) The Professional will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
 - i. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C. 3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
 - ii. Prime construction contracts in excess of \$2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
 - iii. The inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
 - iv. The inclusion of the Economic Opportunities for Section 3 Residents and Section 3 Business Concerns of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3).
 - v. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
 - vi. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
- (7) The Professional will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
- (8) The Professional will include in all negotiated contracts and subcontracts a provision to the effect that the City, HUD, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.

- (9) The Professional will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the City has made final payment to the contractor and all other pending matters are closed.
- (L) *Non-Collusion.* Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.
- (M) *Paragraph Headings; Construction.* The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.
- (N) *Relationship of Parties.* Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.
- (O) *Right To Audit.* City shall have the right to examine and audit the books and records of Professional with regards to the work described in Exhibit A, or any subsequent changes, at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.
- (P) *Severability.* If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.
- (Q) *Waiver.* Either City or the Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit. Except as otherwise provided herein, such waiver shall be effective only if

in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

- (R) *Local Program Liaison.* For purposes of this Agreement, the City Manager, or equivalent authorized person, or designee will serve as the Local Program Liaison and primary point of contact for the Professional. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
- (S) *Equal Opportunity Clause* (applicable to federally assisted construction contracts and subcontracts over \$10,000). During the performance of this contract, the Firm agrees as follows:
 - (1) The Professional will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Professional will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Professional agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (2) The Professional will, in all solicitations or advertisements for employees placed by or on behalf of the Professional, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - (3) The Professional will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - (4) The Professional will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Professional's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The Professional will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Professional will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Professional's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Professional may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Professional will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Professional will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Professional becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Professional may request the United States to enter into such litigation to protect the interests of the United States.
- (T) *Civil Rights Act of 1964.* Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- (U) *Section 109 of the Housing and Community Development Act of 1974.* The Professional shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- (V) *Section 504 of the Rehabilitation Act of 1973, as amended.* The Professional agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
- (W) *Age Discrimination Act of 1975.* The Professional shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on

the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

(X) *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)* If this agreement is over \$100,000 the Professional certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Professional shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

(Y) *Debarment and Suspension (Executive Orders 12549 and 12689)*.

(1) The Professional certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Professional.

(2) The Professional understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

(Z) *Prohibition on Contracting for Covered Telecommunications Equipment or Services.* Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Refer to FEMA Policy 405-143-1 for additional information and exceptions. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (2) Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- (3) Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (4) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(AA) Domestic Preference for Procurements. Build America, Buy America Act (BABAA). Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to (insert name of recipient/subrecipient) with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA."

EXECUTED, by the City on this the _____ day of _____, 202____.

CITY:

PROFESSIONAL:

By: _____
David Vaughn, City Manager

By: _____

Name: _____

Title: _____

ADDRESS FOR NOTICE:

CITY

City of Burnet
Attn: City Manager
301 E Jackson St.
Burnet, Texas 78154

PROFESSIONAL

Goodman Corporation
Attn: Jim Webb
911 W Anderson Lane. # 200
Austin, Tx 78757

Exhibit “A”

Scope of Services

Exhibit “B”
Compensation

Exhibit “C”

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

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

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 01/01/1900

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

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

PRODUCER ABC Insurance Agency 855 Main Street Tampa, FL 33333-0000	CONTRACT POLICY POLICY NO.: POLICY DATE: ADDRESS: INSURANCE COMPANY'S COVERAGE INSURANCE COMPANY'S INSURANCE CARRIER INSURANCE CARRIER INSURANCE CARRIER INSURANCE CARRIER INSURANCE CARRIER INSURANCE CARRIER	POLICY NO.: POLICY DATE: ADDRESS: INSURANCE COMPANY'S COVERAGE INSURANCE COMPANY'S INSURANCE CARRIER INSURANCE CARRIER INSURANCE CARRIER INSURANCE CARRIER INSURANCE CARRIER INSURANCE CARRIER
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COVERAGES: CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	COVERAGE	POLICY NUMBER	POLICY DATE	POLICY PERIOD	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> Y	X123456	01/01/1900	01/01/1900	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 MEDICAL EXPENSE \$5,000
GEN. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOCATION	<input type="checkbox"/> Y <input type="checkbox"/> Y	123456789	01/01/1900	01/01/1900	PERSONAL AND AUTO \$1,000,000 COMMERCIAL AGGREGATE \$2,000,000 PRODUCTS, COMPLETION \$1,000,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIREN/AUTOS	<input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> Y	123456789	01/01/1900	01/01/1900	BODILY INJURY/PROPERTY DAMAGE \$1,000,000 BODILY INJURY/PROPERTY DAMAGE \$1,000,000 BODILY INJURY/PROPERTY DAMAGE \$1,000,000
<input checked="" type="checkbox"/> UNEMPLOYMENT <input checked="" type="checkbox"/> SICKNESS <input checked="" type="checkbox"/> DEATH	<input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> Y	123456789	01/01/1900	01/01/1900	BODILY INJURY/PROPERTY DAMAGE \$1,000,000 BODILY INJURY/PROPERTY DAMAGE \$1,000,000 BODILY INJURY/PROPERTY DAMAGE \$1,000,000
WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETARY/EMPLOYER'S OF PROPERTY OR PERSONS (See Schedule B for details) DESCRIPTION OF OPERATIONS:	<input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> Y	01234	01/01/1900	01/01/1900	BODILY INJURY/PROPERTY DAMAGE \$1,000,000 BODILY INJURY/PROPERTY DAMAGE \$1,000,000 BODILY INJURY/PROPERTY DAMAGE \$1,000,000
<input checked="" type="checkbox"/> Builder's Risk <input checked="" type="checkbox"/> Professional Services	<input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> Y	123456	01/01/1900	01/01/1900	BODILY INJURY/PROPERTY DAMAGE \$1,000,000 BODILY INJURY/PROPERTY DAMAGE \$1,000,000 BODILY INJURY/PROPERTY DAMAGE \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Effective January 1, 2012 must be compliant with Chapter 1811, Tex. Ins. Code (SB 425 enacted by Texas Legislature 82nd session in 2010).

CERTIFICATE HOLDER City of Burnet PO Box 1369 1001 Buchanan Drive, Suite 4 Burnet, Texas 78611 Attn: City Manager	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED SIGNATURE AUTHORIZED SIGNATURE REQUIRED HERE
----------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

ACORD 28 (2010/06)

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

Complete the certificate of insurance with the information listed below:

- A) Certificate of Insurance date
- B) Producer (Insurance Agency) Information – complete name, address, telephone information, & email address.
- C) Insured's (Insurance Policy Holder) Information – complete name & address information
- D) Insurer (name/names of insurance company) **(Remember the city requires all insurance companies to be authorized to do business in the State of Texas, be rated by A.M. Best with a rating of B+ (or better), Class VI (or higher) or otherwise be acceptable to the City if not rated by A.M. Best)
- E) NAIC # (National Association of Insurance Commissioners, a # that is assigned by the State to all insurance companies)
- F) Insurer letter represents which insurance company provides which type of coverage from D
- G) General Liability Insurance Policy – must have an (x) in box. Also, "Occurrence" type policy – must have an (x) in the box (occurrence policy preferred but claims made policy can be accepted with special approval)
- H) This section shall be filled in with "Y" for yes under Additional Insured for all coverages, except for Professional Liability and Workers' Compensation. There shall also be a "Y" for yes under all coverages for subrogation waived.
- I) Automobile Liability Insurance – must be checked for Any Auto, All Owned Autos, Hired Autos
- J) Umbrella Coverage – must be checked in this section and by occurrence whenever it is required by written contract and in accordance with the contract value.
- K) Worker's Compensation and Employers Liability Insurance – information must be completed in this section of the certificate of insurance form (if applicable).
- L) Builder's Risk Policy – for construction projects as designated by the City of Burnet.
Professional Liability Coverage – for professional services if required by the City of Burnet.
- M) Insurance Policy #'s
- N) Insurance policy effective dates (always check for current dates)
- O) Insurance Policy limits (See Insurance Requirements Checklist)
- P) This section is to list projects, dates of projects, or location of project. Endorsements to the insurance policy(ies) must be provided separately and not in this section. The following endorsements are required by the City of Burnet.
 - (1) Adding the City of Burnet as an additional insured. The "additional insured" endorsement is not required for professional liability and workers compensation insurance; and
 - (2) Waiver of Subrogation
 - (3) Primary and Non-Contributory
 - (4) Cancellation Notice
- Q) City of Burnet's name and address information must be listed in this section
- R) Notice of cancellation, non-renewal, or material change to the insurance policy(ies) must be provided to the City of Burnet in accordance with a cancellation notice endorsement to the policy and/or per the policy provisions based on the endorsement adding the City as an additional insured. (Sec. 1811.155, Tex. Ins. Code)
- S) The certificate must be signed by the Authorized Agent in this section of the certificate form.

Exhibit “D”

Evidence of Insurance



City Council
Regular Meeting
December 9, 2025

Pedestrian Bridge

Discuss and consider action: Resolution No. R2025-86: E. Belaj

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, RATIFYING THE GRANT ADMINISTRATIVE SERVICES AWARD FOR THE CPF GRANT PEDESTRIAN BRIDGE OVER SH-281 PROJECT; AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE CONTRACT ON BEHALF OF THE CITY





Funding through CPF Grant

Information



City secured
federal grant for
pedestrian bridge



City Council
selected location
at 4th St. via R2025-
45



Grant process
necessitates a
grant manager



City issued RFPs
and Received 4
Proposals which
were accordingly
ranked



Contract with the
Goodman Corp
\$190K





Grant Administration



Information



Prior agenda selected The Goodman Corp among 3 proposals



Staff mistakenly omitted a 4th proposal from HGA; this agenda to ratify prior award to the Goodman Corp



Re-evaluated all submissions using the original scoring criteria; full points to experience



Task-based cost, not to exceed \$190,000





Questions?

Recommendation

- Staff recommends approval of Resolution No. 2025-86 as presented.





Item Brief

Meeting Date

December 9, 2025

Agenda Item

Discuss and consider action: Resolution No. R2025-87: E. Belaj

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, SELECTING THE PROPOSAL FOR THE VALLEY STREET WELL REHABILITATION PROJECT UNDER REQUEST FOR PROPOSAL 2025-007; AWARDING A CONTRACT TO A SELECTED CONTRACTOR; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY

Information

A public bid opening for the Valley Street Well Rehabilitation Project was held on October 23, 2025, at 11:00 A.M., during which two bids were received.

Bid Results:

After reviewing the bids, it was determined that Alsay Incorporated submitted the best-value bid in the amount of \$195,175.00 for RFP 2025-007. This amount does not include any bid alternates; however, the bid does contain one line item—referred to as “Fishing”—which is an hourly reimbursement for removing fallen well liner materials from the well. The attached bid tabulation provides additional details on the bids received.

The second bid submitted by Santa Rosa Well Service was incomplete and subject to dismissal. However, the proposal was still reviewed and the contractor was interviewed to better understand the missing components. A team consisting of City staff and design engineers evaluated both proposals and is recommending the best-value bid identified above for Council consideration.

Scope of Work – Install a new casing in the well

- **Remove Old Casing:** The existing casing is cracked and will likely require removal in two or more sections.
- **Clean the well:** Pump out and remove any loose material from the well, accompanied by a video recording.
- **Install a new casing:** Install a stainless-steel slotted casing, with voids to be filled with bentonite or concrete.

Contractor Qualification:

City staff reviewed the qualifications of the best-value contractor and confirmed that Alsay Incorporated has successfully completed similar well rehabilitation projects throughout Texas. City Council may accept staff's recommendation to award the contract, reject all bids, or direct staff to conduct additional evaluation.

Fiscal Impact

This project will be funded using impact fees. A total of \$700,000 has already been allocated by the City Council for this purpose.

Recommendation

Staff recommends approval of Resolution No. 2025-87 as presented.

RESOLUTION NO. R2025-87

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, SELECTING THE PROPOSAL FOR THE VALLEY STREET WELL REHABILITATION PROJECT UNDER REQUEST FOR PROPOSAL 2025-007; AWARDING A CONTRACT TO A SELECTED CONTRACTOR; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY

WHEREAS, the City Council allocated funding to rehabilitate the Valley Street Well; and

WHEREAS, the City Staff received two proposals to rehabilitate the Valley Street well; and

WHEREAS, City staff recommend that the proposal submitted by **Alsay Incorporated** be awarded the contract; and

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

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

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

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

- The proposal submitted by **Alsay Incorporated** in response to the noted Request for Proposal **2025-007** is hereby selected as the best-value proposal for the **Valley Street Well Rehabilitation Project**; and
- The Construction Contract attached hereto is hereby approved, with those general conditions, special conditions and related matters made part of Request for Proposal, incorporated therein by reference; and
- The aforementioned Construction Contract is awarded to **Alsay Incorporated**; subject to the provisions set out in Section Three below.

Section Three. Authorization. The City Manager is hereby authorized and directed to execute an instrument substantially similar to the Construction Contract approved in Section Two above, for a contract amount of **\$195,175.00** - an amount which DOES NOT include any added bid alternates- and to take such further actions and execute such ancillary documents as may be reasonably necessary to facilitate the purpose of this resolution. Notwithstanding the foregoing, the City Manager's authorization under this Section Three shall not become effective until the 16th day after this award, and the City Manager shall not execute the contract until such date.

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

Section Five. Effective Date. That this resolution shall take effect immediately upon its passage, and approval as prescribed by law; provided that the city manager shall comply with the time restriction stated in Section Three.

PASSED AND APPROVED this the ____ day of _____ 2025.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary

ITEM 8-5.

CONTRACTOR RATING SHEET

Date of Rating: December 1, 2025
Project Name: Valley Well Casing Rehab
Evaluator's Name: EB, DV

Lowest Bid Ammt: \$ 195,175.00
Highest Bid Ammt \$ 197,700.00

Exp. Does Not Meet Criteria	0 to 5 pts
Exp. Capable of Performing Task	10 to 30 pts
Exp. Meets or Exceeds Criteria	30 to 50 pts

Criteria	Alsay Incorporated	Santa rosa						
Bid Ammount	\$ 195,175.00	\$ 197,700.00						
1 50% Project Cost	50	45						
2 50% Technical Evaluation	50	30						
3 Schedule Compliance								
4 Other Factors								
*TOTAL RATING	100	75						

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

STANDARD CONSTRUCTION CONTRACT

STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTIES OF BURNET

§

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

Article I. Work

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

Valley Street Well Rehabilitation Project, PID: CIPTR-2025B

ATTACHED ADDENDUM

Addenda numbers **1** to **1**, inclusive.

Plans and Specification prepared by: Daniel B. Stephens & Associates

CITY OF BURNET

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

Article II. Contract Documents

The Contract Documents may only be altered, amended or modified as provided in the General Conditions. The Contract Documents consist of: this written agreement setting forth the work to be performed; notice of award and notice to proceed, advertisement, if any; instructions to bidders, if any; proposal or bid form and construction duration, if any; bid bond, if any; bidder qualification form and affidavit of authenticity, if any; addendum, conflict of interest form and no boycott forms; specifications, including the general, special, and technical conditions, provisions, plans, or working drawings; any supplemental changes or agreements pertaining to the work or materials therefore (Change Orders); maintenance, performance, payment, and maintenance bonds; insurance certificate the Construction Standard Specifications as provided for in the contract documents, or if not, then as published by the City of Burnet, as amended, and, any additional documents incorporated by reference. These form the Contract Documents, and all are as fully a part of the Contract as if attached to this agreement or repeated herein.

Article III. Contract Time

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

Article IV. Contract Price

The OWNER shall pay the CONTRACTOR for completion of the work in accordance with the Contract Documents for the sum of \$ 195,175.00. Associated payments shall be subject to the General and Special Conditions to the Contract, as contained in the Contract Documents. The Contract is a Unit Price Contract. Should CONTRACTOR need to exceed the price stated herein, CONTRACTOR shall submit a Change Order with proper documentation for written approval by the OWNER. Undertaking any work prior to receiving the approval on a Change Order shall be at CONTRACTOR'S risk and OWNER shall not be required to pay for any work undertaken unless and until such Change Order is approved by the OWNER.

Article V. Debts

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

Article VI. Miscellaneous Provisions

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

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

CONTRACTOR: NAME

CITY OF BURNET

Signature By: _____

David Vaughn

Name: _____

ATTEST:

ATTEST:

Name:

City Secretary, Maria Gonzalez

Address for giving notices:

Address for giving notices:

301 E Jackson St.
Burnet, Tx 78611



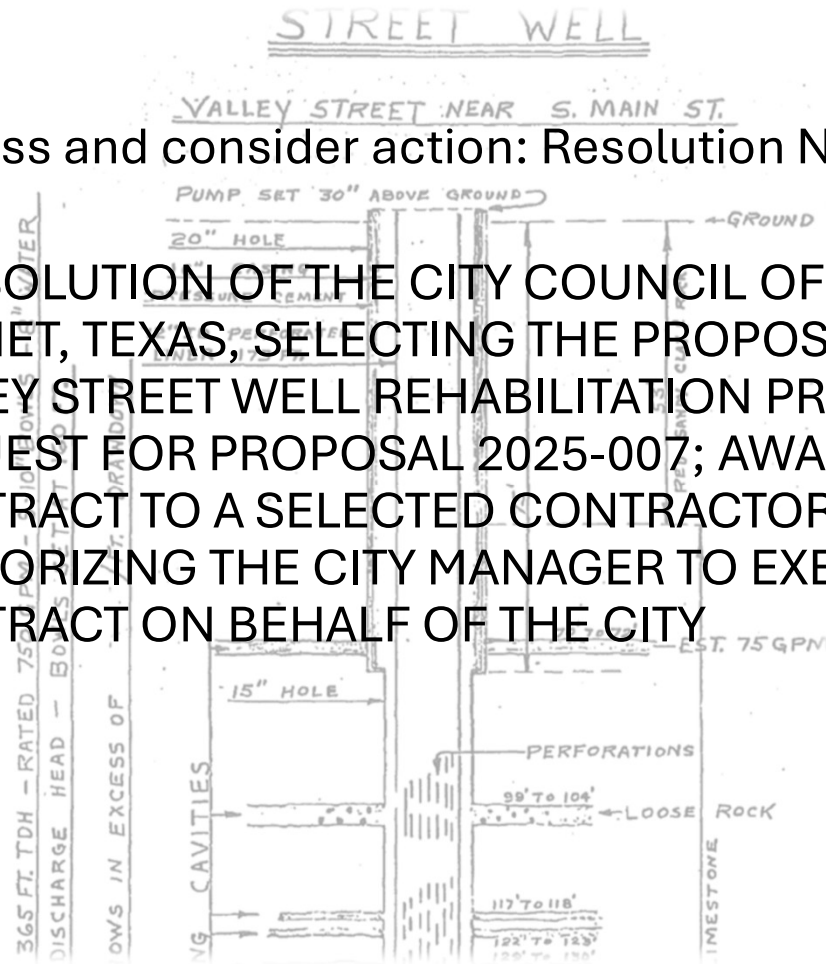
City Council Regular Meeting

Dec. 9, 2025

Valley St. Well Contract

Discuss and consider action: Resolution No. R2025-87: E. Belaj

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, SELECTING THE PROPOSAL FOR THE VALLEY STREET WELL REHABILITATION PROJECT UNDER REQUEST FOR PROPOSAL 2025-007; AWARDING A CONTRACT TO A SELECTED CONTRACTOR; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY





Information



City needs an additional reliable groundwater source.



Valley Street Water Well previously used as a water supply.



Tests: 1000 gallons per minute.

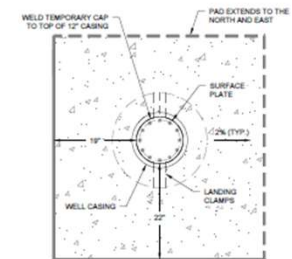
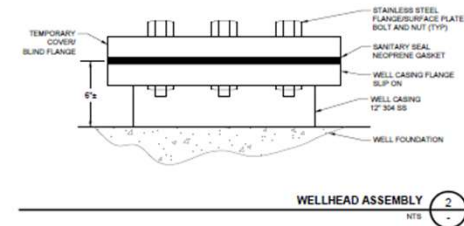
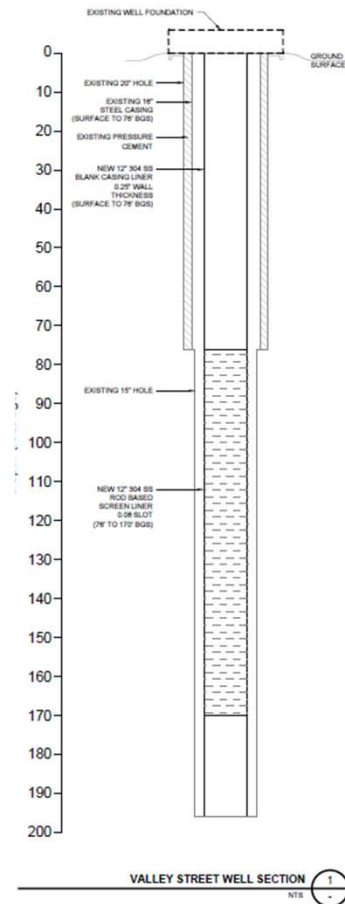


Engineering and Construction is needed to bring this well into production.





Anticipated Improvements



NOTES

1. SLOPE CONCRETE PAD AT A MINIMUM OF 0.25 IN. PER FOOT (2%) AWAY FROM WELL TO ENSURE RUNOFF.
2. EXISTING PAD DIMENSIONS ARE 118" BY 216"; THICKNESS VARIES WITH GROUND ELEVATION FROM 12" TO 20" ABOVE GRADE.
3. ANY DAMAGE TO EXISTING PAD SHALL BE REPAIRED TO MATCH EXISTING CONDITIONS.





Anticipated Improvements

- This Project:
 - Remove and Reinstall well casing
 - Pumping and Cleaning
 - Video
- Future Projects (not yet designed)
 - Reconstruct electrical and install adequately sized pump
 - Install chemical system
 - Pump Station and Storage Tank(s)
 - Water Line to connect to distribution system





\$2MM to \$3MM

Well Casing Replacement Cost

- Overall Casing Replacement \$195,175
 - Contractor: Alsay Incorporated
 - Lowest bid and best-value
 - Budgeted this year \$700K
- Other future costs
 - Surveying, Geotechnical, Etc.: \$45,000
 - Water Treatment \$1.8MM Includes Pumps, chemical, water storage
 - Resiliency Components: \$650K Second ground tank, testing lab and storage, etc.
 - Engineering & contingency approx. \$500K.





Questions?

Recommendation

- Staff recommends approval of Resolution No. R2025-87

