



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

301 East Jackson Street, Burnet, TX

Tuesday, October 14, 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, October 14, 2025** at 5:00 PM in the City of Burnet Council Chambers located at 301 East 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. Chamber of Commerce Quarterly Report: T. McFerrin
2. CAF Highland Lakes Squadron Quarterly Report: T. Reynolds

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

1. Approval of the September 22, 2025 Workshop Minutes

Approval of the September 23, 2025 Regular Meeting Minutes

2. Interlocal Funding Agreements with:

- Herman Brown Free Library for utility assistance and program funding
- Heritage Society for utility assistance

- Capital Area Rural Transportation System (CARTS) for program funding
- Williams & Burnet Counties (OWBC) Senior Nutrition for program funding
- Hill Country Children's Advocacy Center for utility assistance and program funding
- Boys & Girls Club of the Highland Lakes for utility assistance
- Hill Country Community Foundation for utility assistance
- LACare (Lakes Area Care, Inc.) for utility assistance
- Child Welfare Board for program funding
- CASA for program funding
- Hill Country Smiles for program funding
- Humane Society for program funding

7. PUBLIC HEARINGS/ACTION:

1. Public hearing and action: Ordinance No. 2025-43: L. Kimbler

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2012-09 AND THE OFFICIAL FUTURE LAND USE MAP OF THE CITY BY ASSIGNING THE PROPERTY KNOWN AS 500 N MAIN STREET FROM ITS PRESENT DESIGNATION OF COMMERCIAL TO A DESIGNATION OF RESIDENTIAL; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

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

2. Public hearing and action: Ordinance No. 2025-44: L. Kimbler

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY REZONING PROPERTY KNOWN AS 500 N MAIN STREET FROM ITS PRESENT DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1” TO A DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1”; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

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

3. Public hearing and action: Ordinance No. 2025-45: L. Kimbler

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2012-09 AND THE OFFICIAL FUTURE LAND USE MAP OF THE CITY BY ASSIGNING THE PROPERTY KNOWN AS 1404 N WATER STREET FROM ITS PRESENT DESIGNATION OF RESIDENTIAL TO A DESIGNATION OF GOVERNMENT; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

1. Staff Presentation

2. Public Hearing

3. Discuss and consider action

4. Public hearing and action: Ordinance No. 2025-46: 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 1404 N WATER STREET FROM ITS PRESENT DESIGNATION OF MULTI-FAMILY RESIDENTIAL – DISTRICT “R-3” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

1. Staff Presentation

2. Public Hearing

3. Discuss and consider action

5. Public hearing and action: Resolution No. 2025-75: L. Kimbler

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE “FINAL PLAT” OF BURNET AIRPORT, A COMMERCIAL SUBDIVISION CONSISTING OF APPROXIMATELY 268.58 ACRES; AND ACCEPTANCE OF RIGHTS-OF-WAY DEDICATION

1. Staff Presentation

2. Public Hearing

3. Discuss and consider action

8. ACTION ITEMS:

1. Discuss and consider action: Resolution No. R2025-76: L. Kimbler

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING THE PROVISION OF WATER TAPS AND METERS FOR TWO HOUSEHOLDS LOCATED OUTSIDE THE EXTRATERRITORIAL JURISDICTION AND AUTHORIZING THE MAYOR’S EXECUTION OF SAID INSTRUMENTS ON BEHALF OF THE CITY.

2. Discuss and consider action: Appointment of Greg Jenkins as Commissioner to the Housing Authority Board of the City of Burnet: M. Gonzales

3. Discuss and consider action: Resolution No. R2025-77: K. McBurnett

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BURNET AND BURNET COUNTY FOR THE PRODUCTION OF A “WELCOME TO BURNET” VIDEO BY HI-TOWN MEDIA; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

4. Discuss and consider action: Approval of the donation of computer forensics equipment from Barry Greer to the Burnet Police Department: B. Lee

5. Discuss and consider action: Resolution No. R2025-78: P. Langford

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS,
AUTHORIZING THE USE OF COUNCIL RESTRICTED FUNDS AS BUDGETED FOR
FISCAL YEAR 2025-2026

9. EXECUTIVE SESSION:

10. RECONVENE TO REGULAR SESSION FOR POSSIBLE ACTION:

11. REQUESTS FROM COUNCIL FOR FUTURE REPORTS: In accordance with Resolution R2020-28 councilmembers may request the City Manager to prepare and present future report on matters of public interest.

12. ADJOURN:

Dated this 7th day of October 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 October 7, 2025 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).

STATE OF TEXAS {}

COUNTY OF BURNET {}

CITY OF BURNET {}

On this, the 22nd day of September 2025, the City Council of the City of Burnet convened in a Workshop Session, at 11:30 a.m. in the City Council Chambers, located at 2402 S. Water, Burnet, TX thereof with the following members present, to-wit:

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

Guests: Eric Belaj, Veronica Hernandez, Leslie Kimbler, Noah Pope, Priya Vaghani, Jake Gutekunst, Dan Stewart, Glen Gates, Calib Williams, Lee Carney, Keith McBurnett

Call to Order: Mayor Gary Wideman called the meeting to order at 11:49 a.m.

CONSIDERATION ITEMS:

2.1) Discuss and consider action: City of Burnet Transportation Plan, including a review of potential code changes; potential new roadway connections to alleviate traffic congestion; and crash trends and high-frequency locations:

Jake Gutekunst, Principal with The Goodman Corporation, provided an update on the Transportation Master Plan. He reviewed potential updates that could be made to the City's code to improve the design and functionality of current City streets.

Mr. Gutekunst recommended adjusting the minimum curb-to-curb width to 30 feet and setting a minimum right-of-way (ROW) of 60 feet. He also suggested the City consider adding driveway design requirements to the existing code. These requirements would include establishing rules and timing regulations for driveway construction, particularly to ensure that sidewalks within subdivisions meet Americans with Disabilities Act (ADA) standards.

Additional proposed code changes included implementing a requirement for Traffic Impact Analysis (TIAs) and establishing collector street requirements within new subdivisions.

As part of the presentation, Mr. Gutekunst also shared current traffic counts and volumes for City streets. Several streets were identified as existing collector streets, and potential connections for new streets were suggested to improve traffic flow and connectivity.

A report on safety observations was also presented. U.S. Highway 281 and Highway 29 were identified as the most dangerous intersection within the City. However, it was noted that there is no single location or consistent cause responsible for the majority of accidents within the city.

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 1:10 p.m.

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary

STATE OF TEXAS { }

COUNTY OF BURNET { }

CITY OF BURNET { }

On this, the 23rd day of September 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 2402 S. Water, Burnet, TX thereof with the following members present, to-wit:

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

Guests: Keith McBurnett, Haley Archer, Eric Belaj, Jessi Carpenter, Habib Erkan, Jr., Jonathan Forsyth, Veronica Hernandez, Mark Ingram, Leslie Kimbler, Thad Mercer, Tony Nash, Andrew Scott, Raymond Whelan

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) Engineering Quarterly Report: E. Belaj:

City Engineer Eric Belaj provided an update on the Public Works Department, reporting that the fog seal project was completed over the summer, along with paving on various streets. Additional street improvements are planned soon for areas around the downtown square.

He noted that TDEM has cleared several creeks that sustained damage during the July 2025 flood. The Street Department has primarily focused on citywide cleanup efforts resulting from storm-related wind damage, a large fire, and the recent flood.

Mr. Belaj also gave an update on the Electric Department, highlighting current work order activity and collaboration with companies such as Spectrum, Vyve, Frontier, and AT&T to relocate their communication lines. The Parks Department has directed its efforts toward restoring the quadplex fields and repairing flood damage.

It was also reported that the Water/Wastewater Department has been busy replacing fire hydrants, repairing water main leaks, and installing new pumps throughout the City.

5.2) August Financial Report: P. Langford:

Finance Director Patricia Langford reported that the City is performing well compared to the budget,

currently showing a profit of \$1,743,831, largely due to primary revenues coming in higher than average. She noted that several departments—including Electric, Golf, and Water/Wastewater—are operating well above their projected budgets. Additionally, the City’s financial reserves remain strong, with an “unrestricted” cash balance exceeding the 90-day reserve at \$1,244,114, and a “restricted by Council” cash balance of \$5,209,649.

CONSENT AGENDA ITEMS:

6.1) Approval of the September 9, 2025 Regular Meeting Minutes

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

PUBLIC HEARINGS/ACTION: None.

ACTION ITEMS:

8.1) Discuss and consider action: Resolution No. R2025-73: M. Gonzales

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, PROVIDING FOR THE SUBMISSION OF NOMINATIONS FOR THE ELECTION OF DIRECTORS OF THE BURNET CENTRAL APPRAISAL DISTRICT FOR THE YEARS 2026-2027; AND PROVIDING FOR OPEN MEETING CLAUSES: M. Gonzales

Council Member Ricky Langley made a motion to approve Resolution No. R2025-73 as presented. Council Member Joyce Laudenschlager seconded the motion. The motion passed unanimously.

8.2) Discuss and consider action: Purchase of a Bucket Truck for the Electric Department: A. Scott

Council Member Philip Thurman made a motion to approve the purchase of a bucket truck in the amount of \$263,847. Council Member Cindia Talamantez seconded the motion. The motion passed unanimously.

8.3) Discuss and consider action: Purchase of a Hydro-Evacuation Trailer for City Operations: J Forsyth

Council Member Tres Clinton made a motion to approve the purchase of a hydro-evacuation trailer as presented. Council Member Joyce Laudenschlager seconded the motion. The motion passed unanimously.

8.4) Discuss and consider action: Purchase of a Meter Service Truck: J. Forsyth

Council Member Ricky Langley made a motion to approve the purchase of a meter service truck as presented. Council Member Cindia Talamantez seconded the motion. The motion passed unanimously.

8.5) Discuss and consider action: Designation of Gannaway Clifton Law Firm, PLLC, as counsel

for services related to Employment Law: H. Archer

Council Member Philip Thurman made a motion to designate Gannaway Clifton Law Firm, PLLC as counsel for services related to Employment Law as presented. Council Member Tommy Gaut seconded the motion. The motion passed unanimously.

8.6) Discuss and consider action: Ordinance No. 2025-42: T. Nash

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

Council Member Tres Clinton made a motion to approve Ordinance No. 2025-42 as presented. Council Member Cindia Talamantez seconded the motion. The motion passed unanimously.

8.7) Discuss and consider action: Resolution No. R2025-74: P. Langford

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE USE OF CURRENT AND FUTURE RESTRICTED WASTEWATER IMPACT FEES FOR DEBT SERVICE.

Council Member Joyce Laudenschlager made a motion to approve Resolution No. R2025-74 as presented. Council Member Ricky Langley seconded the motion. The motion passed unanimously.

8.8) Discuss and consider action: Approval of Addendum to Engagement Letter with Bojorquez Law Firm, PC, updating the firm’s designation from Special Counsel to Assistant City Attorney: D. Vaughn

Council Member Tommy Gaut made a motion to approve the addendum to engagement letter with Bojorquez Law Firm, PC, as presented. Council Member Philip Thurman seconded the motion. The motion passed unanimously.

8.9) Discuss and consider action: Resolution No. R2025-72: D. Vaughn

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING A CIVIL CAUSE OF ACTION BE BROUGHT TO RESOLVE A LAND DISPUTE INVOLVING THE ROCK WALL LOCATED ON THE NORTH SIDE OF DELAWARE SPRINGS BLVD. AT ITS INTERSECTION WITH US ROUTE 281; AND APPOINTING THE BOJORQUEZ LAW FIRM TO REPRESENT THE CITY

Mayor Gary Wideman made a motion to approve Resolution No. R2025-72 as presented. Council Member Tres Clinton seconded the motion. The motion passed unanimously.

EXECUTIVE SESSION:

Mayor Gary Wideman made a motion to enter into executive session at 5:38 p.m. Council Member Philip Thurman seconded the motion. The motion passed unanimously.

- 9.1) Pursuant to Texas Government Code Section 551.071 (entitled “Consultation with Attorney”) City Council shall convene in executive session to receive legal advice on contemplated litigation, settlement offer, and/or matter in which the duty of the city attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Texas Government Code Chapter 551 related to the topics that follow:
- (a) Land dispute involving the rock wall located on the north side of Delaware Springs Blvd;
 - (b) City’s claim against the owner of the Reliable Tire Disposal tire recycler site located in the City’s extraterritorial jurisdiction;
 - (c) Owner’s claim against the City involving the Highland Business Park located at 805 Buchanan Drive

RECONVENE TO REGULAR SESSION FOR POSSIBLE ACTION:

Mayor Gary Wideman made a motion to reconvene to regular session at 6:12 p.m. Council Member Joyce Laudenschlager seconded the motion. The motion passed unanimously.

Mayor Gary Wideman made a motion to proceed as discussed in Executive Session. Council Member Philip Thurman seconded the motion. The motion passed unanimously.

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 6:13 p.m. Council Member Joyce Laudenschlager seconded the motion. The motion passed unanimously.

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary



CITY OF BURNET

P.O. Box 1369 • 1001 Buchanan Drive, Suite 4 • Burnet, TX 78611 • (512) 756-6093

October 15, 2025

Herman Brown Free Library
100 East Washington Street
Burnet, TX 78611

Re: Utility & Program Funding Assistance

Dear Sirs:

The City of Burnet has completed the annual budget process for the 2025/2026 fiscal year. As part of the approved budget, the City will apply a utility credit to the account of the Herman Brown Free Library, located at 100 E. Washington, in an amount not to exceed \$13,175.00, as well as provide program funding in the amount of \$7,500.00.

Enclosed are two copies of the Interlocal Funding Agreement as approved by City Council. Please sign both copies and return the one marked "Original" in the enclosed stamped envelope for our records.

Upon receipt of the signed agreement, the funding will be processed.

Should you need any additional information, please feel free to contact my office at (512) 715-3209 or by email at citysecretary@cityofburnet.com.

Sincerely,

Maria Gonzales
City Secretary



COUNTY OF BURNET §
STATE OF TEXAS §

INTERLOCAL COOPERATION CONTRACT

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

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

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

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

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

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

Section 1. Purpose.

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

Section 2. Duties of the City.

- a. Utility Credits. The City agrees to provide utility credits to the Herman Brown Free Library, Burnet, Texas, in an amount not to exceed \$13,175.00 for the term of this contract.
- b. Contribution. The City agrees to provide a seven thousand five hundred dollar (\$7,500.00) contribution to the Herman Brown Free Library, Burnet, Texas.

Section 3. Duties of the County.

- a. Conflict of Interests. County covenants and agrees that it presently has no interest and will not acquire, direct or indirect which conflict with its efficient, diligent faithful performance of the terms of this contract and agreement. This agreement shall not be assigned or transferred by County without prior written consent of the City.
- b. Use of City Funds. County covenants to use the funds provided by the City pursuant to Section (1) (b) this Contract solely for the purchase of books at the Herman Brown Free Library.
- c. Reporting. The County will provide the City with an annual report on the use of the funds or credit allocated to them by September 1st of each year. The report shall include the number of City of Burnet citizens who have benefitted directly from the donation as well as a general statement of the use of funds.

Section 4. Term. This Contract shall commence on October 14, 2025, and shall continue in effect until September 30, 2026, unless terminated in writing by the City or the County.

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

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

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

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

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

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

SIGNED AND APPROVED this the 14th day of October 2025.

Gary Wideman, Mayor

County Judge, Burnet County

ATTEST:

Title

Maria Gonzales, City Secretary

Burnet County Clerk



CITY OF BURNET

P.O. Box 1369 • 1001 Buchanan Drive, Suite 4 • Burnet, TX 78611 • (512) 756-6093

October 15, 2025

Burnet County Heritage Society
P.O. Box 74
Burnet, TX 78611

Re: Utility Funding Assistance

Dear Sirs:

The City of Burnet has completed the annual budget process for the 2025/2026 fiscal year. As part of this process, the City will apply a utility credit to the account of Fort Croghan, located at 703 Buchanan Drive, Burnet, TX, in an amount not to exceed \$4,730.00.

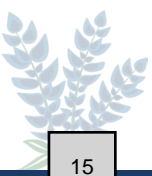
Enclosed are two original copies of the Interlocal Funding Agreement as approved by City Council. Please sign both copies and return the copy marked "Original" in the enclosed stamped envelope for our records.

Upon receipt of the signed agreement, the funding will be processed.

Should you need any additional information, please feel free to contact my office at (512) 715-3209 or by email at citysecretary@cityofburnet.com.

Sincerely,

Maria Gonzales
City Secretary



STATE OF TEXAS
COUNTY OF BURNET

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NON-PROFIT ORGANIZATION FUNDING AGREEMENT

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

RECITALS:

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

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

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

Whereas, City’s Council approved this Agreement on October 14, 2025, a regularly scheduled meeting.

AGREEMENT:

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

ARTICLE 1 **RECITALS**

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

ARTICLE 2 **TERM**

- 2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2026.

ARTICLE 3 **TERMS AND CONDITIONS**

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

3.01.01 Special Conditions: Intentionally Blank.

3.02 City's Contribution. In consideration for the public services provided by Recipient, City agrees to cover all monthly costs related to the provision of City of Burnet Utility water, wastewater, electric and garbage service to the Burnet County Heritage Society located at 703 Buchanan Drive, Burnet, Texas, in an amount, not to exceed, \$4,730.00 ("Total Value Amount").

3.03 Payments. Intentionally blank.

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

ARTICLE 4 REPORTS

4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2026.

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

ARTICLE 5 DUTY TO CITY

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

ARTICLE 6 RECORDS

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

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

ARTICLE 7 AUDIT

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

ARTICLE 8 DEFAULT

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

ARTICLE 9 LIABILITY OF RECIPIENT AND CITY

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

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

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

**ARTICLE 10
NOTICE**

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

If to City: City of Burnet
 Attention: City Manager
 PO Box 1369
 301 E. Jackson

Burnet, Texas 78611

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

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

ARTICLE 11 RELATIONSHIP

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

ARTICLE 12 ASSIGNMENT

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

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

ARTICLE 13 MISCELLANEOUS

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

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

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

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

THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 14th DAY OF OCTOBER, 2025.

RECIPIENT:

Burnet County Heritage Society
A not-for-profit organization

By: _____

Name: _____

Title: _____

Date: _____

CITY:

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

By: _____
Gary Wideman, Mayor

Date: _____

ATTEST:

Maria Gonzales, City Secretary



CITY OF BURNET

P.O. Box 1369 • 1001 Buchanan Drive, Suite 4 • Burnet, TX 78611 • (512) 756-6093

October 15, 2025

Capital Area Rural Transportation System
P.O. Box 6050
Austin, TX 78762

Re: Program Funding Assistance

Dear Sirs:

The City of Burnet has completed the annual budget process for the 2025/2026 fiscal year. As part of the approved budget, the City will provide program funding for the CARTS program in an amount of \$8,000.00.

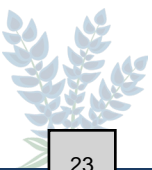
Enclosed are two copies of the Interlocal Funding Agreement as approved by City Council. Please sign both copies and return the copy marked "Original" in the enclosed stamped envelope for our records.

Upon receipt of the signed agreement, the funding will be processed.

Please feel free to contact my office at (512) 715-3209 or by email at citysecretary@cityofburnet.com should additional information be needed.

Sincerely,

Maria Gonzales
City Secretary



COUNTY OF BURNET §
STATE OF TEXAS §

INTERLOCAL COOPERATION AGREEMENT

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

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

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

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

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

Section 1. Program Funding Assistance. The City agrees to provide program funding assistance to CARTS in an amount of \$8,000 for the term of this Agreement

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

Section 3. Agreement Period. This Agreement shall commence on October 14, 2025, and shall continue in effect until September 30, 2026, unless terminated in writing by the City or CARTS.

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

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

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

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

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

SIGNED AND APPROVED this the 14th day of October 2025.

Gary Wideman, Mayor

CARTS

ATTEST:

Title

Maria Gonzales, City Secretary



CITY OF BURNET

P.O. Box 1369 • 1001 Buchanan Drive, Suite 4 • Burnet, TX 78611 • (512) 756-6093

October 15, 2025

Opportunities for Williamson and Burnet Counties
604 High Tech Drive
Georgetown, TX 78626

Re: Program Funding Assistance

Dear Sirs:

The City of Burnet has completed the annual budget process for the 2025/2026 fiscal year. As part of the approved budget, the City will provide program funding for the Senior Nutrition Program in an amount of \$15,000.00.

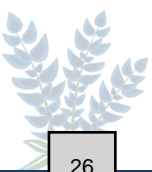
Enclosed are two copies of the Interlocal Funding Agreement that was approved by City Council. Please sign both copies and return the copy marked "Original" in the enclosed stamped envelope for our records.

Upon receipt of the signed agreement, the funding will be processed.

Should you need any additional information, please feel free to contact my office at (512) 715-3209 or by email at citysecretary@cityofburnet.com.

Sincerely,

Maria Gonzales
City Secretary



STATE OF TEXAS
COUNTY OF BURNET

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NON-PROFIT ORGANIZATION FUNDING AGREEMENT

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

RECITALS:

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

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

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

Whereas, City’s Council approved this Agreement on October 14, 2025, a regularly scheduled meeting.

AGREEMENT:

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

ARTICLE 1 RECITALS

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

ARTICLE 2 TERM

- 2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2026.

ARTICLE 3

TERMS AND CONDITIONS

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

ARTICLE 4 REPORTS

- 4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2026.
- 4.02 Report content. Reports shall provide information on the project including total revenues, total expenses, and information regarding the impact of the Public Services, including the number of City of Burnet Citizens directly benefiting from the Program. Reports shall be in a form acceptable to the City Manager.

ARTICLE 5 DUTY TO CITY

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

ARTICLE 6 RECORDS

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

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

ARTICLE 7 AUDIT

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

ARTICLE 8 DEFAULT

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

ARTICLE 9 LIABILITY OF RECIPIENT AND CITY

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

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

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

**ARTICLE 10
NOTICE**

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

If to City: City of Burnet
 Attention: City Manager
 P. O. Box 1369, 301 E. Jackson
 Burnet, Texas 78611

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

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

ARTICLE 11 RELATIONSHIP

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

ARTICLE 12 ASSIGNMENT

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

ARTICLE 13 MISCELLANEOUS

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

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

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

THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 14th DAY OF OCTOBER 2025.

RECIPIENT:

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

By: _____

Name: _____

Title: _____

Date: _____

CITY:

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

By: _____
Gary Wideman, Mayor

Date: _____

ATTEST:

Maria Gonzales, City Secretary



CITY OF BURNET

P.O. Box 1369 • 1001 Buchanan Drive, Suite 4 • Burnet, TX 78611 • (512) 756-6093

October 15, 2025

Hill Country Children's Advocacy Center
1001 N. Hill Street
Burnet, TX 78611

Re: Utility & Program Funding Assistance

Dear Sirs:

The City of Burnet has completed the annual budget process for the 2025/2026 fiscal year. As part of the approved budget, the City will apply a utility credit to the account of the Hill Country Children's Advocacy Center, located at 1001 N. Hill, Burnet, TX, in an amount not to exceed \$15,00.00, as well as provide program funding in an amount of \$6,500.00.

Enclosed are two copies of the Interlocal Funding Agreement as approved by City Council. Please sign both copies and return the copy marked "Original" in the enclosed stamped envelope for our records.

Upon receipt of the signed agreement, the funding will be processed.

Should you need any additional information, please feel free to contact my office at (512) 715-3209 or by email at citysecretary@cityofburnet.com.

Sincerely,

Maria Gonzales
City Secretary



STATE OF TEXAS
COUNTY OF BURNET

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NON-PROFIT ORGANIZATION FUNDING AGREEMENT

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

RECITALS:

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

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

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

WHEREAS, City’s Council approved this Agreement on October 14, 2025, a regularly scheduled meeting.

AGREEMENT:

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

ARTICLE 1 **RECITALS**

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

ARTICLE 2 **TERM**

- 2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2026.

ARTICLE 3 **TERMS AND CONDITIONS**

3.01 Public Services. Recipient, agrees to provide the Public Services described as follows: provide children and families a stable path to justice and healing through efficient, coordinated, and trauma-informed services in the aftermath of abuse or violent crime

3.01.01 Special Conditions: Intentionally Blank.

3.02 City's Contribution. In consideration for the public services provided by Recipient, City agrees to the following:

(a) Utility Costs. City shall cover all monthly costs related to the provision of City of Burnet utility water, wastewater, electric, and garbage service to the Hill Country Children's Advocacy Center located at Recipient's offices in Burnet, TX in an amount not to exceed \$15,000.00

(b) Program Funding. City shall provide program funding assistance in the amount of \$6,500.00.

(c) The combined value of subsections (a) \$15,000.00 and (b) \$6,500.00 shall be the "Total Value Amount" of the City's obligation under this Agreement.

3.03 Payments. Intentionally blank.

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

ARTICLE 4 REPORTS

4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2026.

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

ARTICLE 5 DUTY TO CITY

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

ARTICLE 6

RECORDS

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

ARTICLE 7 AUDIT

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

ARTICLE 8 DEFAULT

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

ARTICLE 9 LIABILITY OF RECIPIENT AND CITY

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

- 9.02 **INDEMNIFICATION. RECIPIENT AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS CITY, ITS AGENTS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AND AFFILIATES, OF AND FROM ANY AND ALL PRESENT OR FUTURE CLAIMS, DEMANDS OR CAUSES OF ACTION THAT MAY ACCRUE ON ACCOUNT OF, OR IN ANY WAY ARISING OUT OF, RECIPIENT'S WRONGFUL ACTS AND/OR OMISSIONS UNDER THIS AGREEMENT AND/OR RECIPIENT'S MISUSE OF PUBLIC REVENUES AND/OR THE MISMANAGEMENT OF SUCH REVENUES.**
- 9.03 Reimbursement of Funds. If this Agreement or the use of Payments under this Agreement is deemed to be impermissible by a court having jurisdiction over the Parties and subject matter, then Recipient agrees to pay back to the City any Payments made by the City that were adjudicated to have been impermissibly paid by City to Recipient or misspent by Recipient.
- 9.04 City's Liability Limitations. Should City fail to timely, fully and completely comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement, such failures shall be an Act of Default by City and City shall have sixty (60) days to cure and remove the Default upon receipt of written notice to do so from Recipient. Further, Recipient specifically agrees that City's liability under this Agreement shall in no event exceed the Total Value Amount, less any Payments received by Recipient; and City shall not be liable to Recipient for any other actual, incidental or consequential damages, direct or indirect, or interest for any Act of Default by City under the terms of this Agreement.
- 9.05 Attorney's Fees. Neither Party shall be liable to the other for any Attorney's Fees or costs incurred in the enforcement of this Agreement; except the City shall be entitled to recover reasonable and necessary attorney's fees, expert witness fees and court costs, incurred to recover Payments made under this Agreement that were adjudicated by a court of competent jurisdiction to have been impermissibly paid by City to Recipient or misspent by Recipient.

ARTICLE 10 NOTICE

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

For the purpose of notice, the address of the parties shall be, until changed as hereinafter provided for, as follows:

If to City: City of Burnet
Attention: City Manager
PO Box 1369
301 E. Jackson
Burnet, Texas 78611

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

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

ARTICLE 11 RELATIONSHIP

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

ARTICLE 12 ASSIGNMENT

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

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

ARTICLE 13 MISCELLANEOUS

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

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

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

RECIPIENT:

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

By: _____

Name: _____

Title: _____

Date: _____

CITY:

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

By: _____
Gary Wideman, Mayor

Date: _____

ATTEST:

Maria Gonzales, City Secretary



CITY OF BURNET

P.O. Box 1369 • 1001 Buchanan Drive, Suite 4 • Burnet, TX 78611 • (512) 756-6093

October 15, 2025

Boys and Girls Club of the Highland Lakes, Inc.
P. O. Box 181
Burnet, TX 78611

Re: Utility Funding Assistance

Dear Sirs:

The City of Burnet has completed the annual budget process for the 2025/2026 fiscal year. As part of the approved budget, the City will apply a utility credit to the account of the Boys and Girls Club of the Highland Lakes, Inc., located at 709 Northington, Burnet, TX in an amount not to exceed \$8,690.00.

Enclosed are two copies of the Interlocal Funding Agreement that was approved by City Council. Please sign both copies and return the copy marked "Original" in the enclosed stamped envelope for our records.

Upon receipt of the signed agreement, the funding will be processed.

Should you need any additional information, please feel free to contact my office at (512) 715-3209 or by email at citysecretary@cityofburnet.com.

Sincerely,

Maria Gonzales
City Secretary



STATE OF TEXAS
COUNTY OF BURNET

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NON-PROFIT ORGANIZATION FUNDING AGREEMENT

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

RECITALS:

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

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

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

WHEREAS, City’s Council approved this Agreement on October 14, 2025, a regularly scheduled meeting.

AGREEMENT:

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

ARTICLE 1 **RECITALS**

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

ARTICLE 2 **TERM**

- 2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2026.

ARTICLE 3 **TERMS AND CONDITIONS**

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

3.01.01 Special Conditions: Intentionally Blank.

3.02 City's Contribution. In consideration for the public services provided by Recipient, City agrees to cover all monthly costs related to the provision of City of Burnet Utility water, wastewater, electric and garbage service to the Boys and Girls Club – Highland Lakes located at 709 Northington Street, Burnet, Texas, in an amount, not to exceed, \$8,690.00 ("Total Value Amount").

3.03 Payments. Intentionally blank.

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

ARTICLE 4 REPORTS

4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2026.

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

ARTICLE 5 DUTY TO CITY

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

ARTICLE 6 RECORDS

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

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

ARTICLE 7 AUDIT

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

ARTICLE 8 DEFAULT

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

ARTICLE 9 LIABILITY OF RECIPIENT AND CITY

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

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

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

**ARTICLE 10
NOTICE**

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

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

301 E. Jackson
Burnet, Texas 78611

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

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

ARTICLE 11 RELATIONSHIP

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

ARTICLE 12 ASSIGNMENT

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

ARTICLE 13 MISCELLANEOUS

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

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

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

THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 14th DAY OF OCTOBER 2025.

INSERT NAME

RECIPIENT:

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

By: _____

Name: _____

Title: _____

Date: _____

CITY:

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

By: _____
Gary Wideman, Mayor

Date: _____

ATTEST:

Maria Gonzales, City Secretary



CITY OF BURNET

P.O. Box 1369 • 1001 Buchanan Drive, Suite 4 • Burnet, TX 78611 • (512) 756-6093

October 15, 2025

Hill Country Community Foundation
P. O. Box 848
400 E. Jackson Street
Burnet, TX 78611

Re: Utility Funding Assistance

Dear Sirs:

The City of Burnet has completed the annual budget process for the 2025/2026 fiscal year. As part of the approved budget, the City will apply a utility credit to account of the Hill Country Community Foundation, located at 400 E. Jackson Street, Burnet, TX, in an amount not to exceed \$4,230.00.

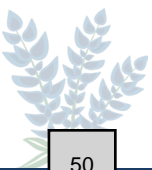
Enclosed are two copies of the Interlocal Funding Agreement that was approved by City Council. Please sign both copies and return the copy marked "Original" in the enclosed stamped envelope for our records.

Upon receipt of the signed agreement, the funding will be processed.

Should you need any additional information, please feel free to contact my office at (512) 715-3209 or by email at citysecretary@cityofburnet.com.

Sincerely,

Maria Gonzales
City Secretary



STATE OF TEXAS
COUNTY OF BURNET

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NON-PROFIT ORGANIZATION FUNDING AGREEMENT

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

RECITALS:

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

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

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

Whereas, City's Council approved this Agreement on October 14, 2025, a regularly scheduled meeting.

AGREEMENT:

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

ARTICLE 1 **RECITALS**

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

ARTICLE 2 **TERM**

- 2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2026.

ARTICLE 3 **TERMS AND CONDITIONS**

3.01 Public Services. Recipient agrees to provide the Public Services described as follows: Investing in the young people of Burnet Consolidated Independent School District by awarding scholarships.

3.01.01 Special Conditions: Intentionally Blank.

3.02 City's Contribution. In consideration for the public services provided by Recipient, City agrees to cover all monthly costs related to the provision of City of Burnet Utility water, wastewater, electric and garbage service to the Hill Country Community Foundation located at 400 East Jackson Street, Burnet, Texas, in an amount, not to exceed, \$4,230.00 ("Total Value Amount").

3.03 Payments. Intentionally blank.

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

ARTICLE 4 REPORTS

4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2026.

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

ARTICLE 5 DUTY TO CITY

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

ARTICLE 6 RECORDS

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

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

ARTICLE 7 AUDIT

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

ARTICLE 8 DEFAULT

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

ARTICLE 9 LIABILITY OF RECIPIENT AND CITY

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

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

ARTICLE 10

NOTICE

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

If to City: City of Burnet
 Attention: City Manager
 PO Box 1369
 301 E. Jackson
 Burnet, Texas 78611

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

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

ARTICLE 11 RELATIONSHIP

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

ARTICLE 12 ASSIGNMENT

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

ARTICLE 13 MISCELLANEOUS

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

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

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

THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 14th DAY OF OCTOBER 2025.

RECIPIENT:

Hill Country Community Foundation
A not-for-profit organization

By: _____

Name: _____

Title: _____

Date: _____

CITY:

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

By: _____
Gary Wideman, Mayor

Date: _____

ATTEST:

Maria Gonzales, City Secretary



CITY OF BURNET

P.O. Box 1369 • 1001 Buchanan Drive, Suite 4 • Burnet, TX 78611 • (512) 756-6093

October 15, 2025

LACare
P. O. Box 1115
Burnet, TX 78611

Re: Utility Funding Assistance

Dear Sirs:

The City of Burnet has completed the annual budget process for the 2025/2026 fiscal year. As part of the approved budget, the City will apply a utility credit to the account of LACare, located at 507 Buchanan Drive, Burnet, TX, in an amount not to exceed \$6,500.00.

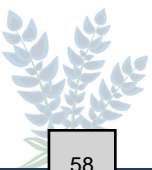
Enclosed are two copies of the Interlocal Funding Agreement that was approved by City Council. Please sign both copies and return the copy marked "Original" in the enclosed stamped envelope for our records.

Upon receipt of the signed agreement, the funding will be processed.

Should you need any additional information, please feel free to contact my office at (512) 715-3209 or by email at citysecretary@cityofburnet.com.

Sincerely,

Maria Gonzales
City Secretary



STATE OF TEXAS
COUNTY OF BURNET

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NON-PROFIT ORGANIZATION FUNDING AGREEMENT

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

RECITALS:

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

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

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

WHEREAS, City’s Council approved this Agreement on October 14, 2025, a regularly scheduled meeting.

AGREEMENT:

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

ARTICLE 1 **RECITALS**

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

ARTICLE 2 **TERM**

- 2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2026.

ARTICLE 3 **TERMS AND CONDITIONS**

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

3.01.01 Special Conditions: Intentionally Blank.

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

3.03 Payments. Intentionally blank.

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

ARTICLE 4 REPORTS

4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2026.

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

ARTICLE 5 DUTY TO CITY

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

ARTICLE 6 RECORDS

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

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

ARTICLE 7 AUDIT

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

ARTICLE 8 DEFAULT

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

ARTICLE 9 LIABILITY OF RECIPIENT AND CITY

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

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

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

**ARTICLE 10
NOTICE**

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

If to City: City of Burnet
 Attention: City Manager
 PO Box 1369
 301 E. Jackson

Burnet, Texas 78611

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

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

ARTICLE 11 RELATIONSHIP

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

ARTICLE 12 ASSIGNMENT

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

ARTICLE 13 MISCELLANEOUS

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

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

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

THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 14th DAY OF OCTOBER 2025.

RECIPIENT:

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

By: _____

Name: _____

Title: _____

Date: _____

CITY:

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

By: _____
Gary Wideman, Mayor

Date: _____

ATTEST:

Maria Gonzales, City Secretary



CITY OF BURNET

P.O. Box 1369 • 1001 Buchanan Drive, Suite 4 • Burnet, TX 78611 • (512) 756-6093

October 15, 2025

Burnet County Child Welfare Board
1104 W. Buchanan Street, Suite 2
Burnet, TX 78611

Re: Program Funding

Dear Sirs:

The City of Burnet has completed the annual budget process for the 2025/2026 fiscal year. As part of the approved budget, the City will provide program funding for the Burnet County Child Welfare Board, in an amount of \$5,000.00.

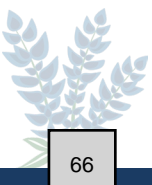
Enclosed are two original copies of the Interlocal Funding Agreement that was approved by City Council. Please sign both copies and return the copy marked "Original" in the enclosed stamped envelope for our records.

Upon receipt of the signed agreement, the funding will be processed.

Should you need any additional information, please feel free to contact my office at (512) 715-3209 or by email at citysecretary@cityofburnet.com.

Sincerely,

Maria Gonzales
City Secretary



STATE OF TEXAS
COUNTY OF BURNET

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NON-PROFIT ORGANIZATION FUNDING AGREEMENT

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

RECITALS:

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

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

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

Whereas, City’s Council approved this Agreement on October 14, 2025, a regularly scheduled meeting.

AGREEMENT:

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

ARTICLE 1 **RECITALS**

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

ARTICLE 2 **TERM**

- 2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2026.

ARTICLE 3 **TERMS AND CONDITIONS**

3.01 Public Services. Recipient, agrees to provide the Public Services described as follows: provide children and families a stable path to justice and healing through efficient, coordinated, and trauma-informed services in the aftermath of abuse or violent crime

3.01.01 Special Conditions: Intentionally Blank.

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

3.03 Payments. Intentionally blank.

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

ARTICLE 4 REPORTS

4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2026.

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

ARTICLE 5 DUTY TO CITY

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

ARTICLE 6 RECORDS

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

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

ARTICLE 7 AUDIT

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

ARTICLE 8 DEFAULT

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

ARTICLE 9 LIABILITY OF RECIPIENT AND CITY

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

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

ARTICLE 10

NOTICE

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

If to City:	City of Burnet Attention: City Manager PO Box 1369 301 E. Jackson Burnet, Texas 78611
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If to Recipient: Burnet County Child Welfare Board
1104 Buchanan Drive, Suite 2
Burnet, Texas 78611

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

ARTICLE 11 RELATIONSHIP

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

ARTICLE 12 ASSIGNMENT

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

ARTICLE 13 MISCELLANEOUS

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

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

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

THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 14th DAY OF OCTOBER 2025.

RECIPIENT:

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

By: _____

Name: _____

Title: _____

Date: _____

CITY:

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

By: _____
Gary Wideman, Mayor

Date: _____

ATTEST:

Maria Gonzales, City Secretary



CITY OF BURNET

P.O. Box 1369 • 1001 Buchanan Drive, Suite 4 • Burnet, TX 78611 • (512) 756-6093

October 15, 2025

CASA for the Highland Lakes
1719 Ridgeview
Kingsland, TX 78654

Re: Program Funding Assistance

Dear Sirs:

The City of Burnet has completed the annual budget process for the 2025/2026 fiscal year. As part of the approved budget, the City will provide program funding for CASA of the Highland Lakes, in an amount of \$5,000.00.

Enclosed are two copies of the Interlocal Funding Agreement that was approved by City Council. Please sign both copies and return the copy marked "Original" in the enclosed stamped envelope for our records.

Upon receipt of the signed agreement, the funding will be processed.

Should any additional information be needed, please feel free to contact my office at (512) 715-3209 or by email at citysecretary@cityofburnet.com.

Sincerely,

Maria Gonzales
City Secretary



STATE OF TEXAS
COUNTY OF BURNET

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NON-PROFIT ORGANIZATION FUNDING AGREEMENT

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

RECITALS:

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

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

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

WHEREAS, City's Council approved this Agreement on October 14, 2025, a regularly scheduled meeting.

AGREEMENT:

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

ARTICLE 1 RECITALS

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

ARTICLE 2 TERM

- 2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2026.

ARTICLE 3 TERMS AND CONDITIONS

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

3.01.01 Special Conditions: Intentionally Blank.

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

3.03 Payments. Intentionally blank.

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

ARTICLE 4 REPORTS

4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2026.

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

ARTICLE 5 DUTY TO CITY

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

ARTICLE 6 RECORDS

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

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

ARTICLE 7 AUDIT

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

ARTICLE 8 DEFAULT

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

ARTICLE 9 LIABILITY OF RECIPIENT AND CITY

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

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

ARTICLE 10

NOTICE

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

If to City: City of Burnet
 Attention: City Manager
 PO Box 1369
 301 E. Jackson
 Burnet, Texas 78611

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

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

ARTICLE 11 RELATIONSHIP

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

ARTICLE 12 ASSIGNMENT

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

ARTICLE 13 MISCELLANEOUS

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

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

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

THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 14th DAY OF OCTOBER 2025.

RECIPIENT:

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

By: _____

Name: _____

Title: _____

Date: _____

CITY:

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

By: _____
Gary Wideman, Mayor

Date: _____

ATTEST:

Maria Gonzales, City Secretary



CITY OF BURNET

P.O. Box 1369 • 1001 Buchanan Drive, Suite 4 • Burnet, TX 78611 • (512) 756-6093

October 15, 2025

Hill Country Smiles
811 North Water Street
Burnet, TX 78611

Re: Program Funding Assistance

Dear Sirs:

The City of Burnet has completed the annual budget process for the 2025/2026 fiscal year. As part of the approved budget, the City will provide funding for the Hill Country Smiles program in an amount of \$5,000.00.

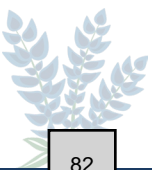
Enclosed are two copies of the Interlocal Funding Agreement that was approved by the City Council. Please sign both copies and return the copy marked "Original" in the enclosed stamped envelope for our records.

Upon receipt of the signed agreement, the funding will be processed.

Should you need any additional information, please feel free to contact my office at (512) 715-3209 or by email at citysecretary@cityofburnet.com.

Sincerely,

Maria Gonzales
City Secretary



STATE OF TEXAS
COUNTY OF BURNET

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NON-PROFIT ORGANIZATION FUNDING AGREEMENT

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

RECITALS:

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

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

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

Whereas, City's Council approved this Agreement on October 14, 2025, a regularly scheduled meeting.

AGREEMENT:

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

ARTICLE 1 RECITALS

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

ARTICLE 2 TERM

2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2026.

ARTICLE 3 TERMS AND CONDITIONS

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

3.01.01 Special Conditions: Intentionally Blank.

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

3.03 Payments. Intentionally blank.

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

ARTICLE 4 REPORTS

4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2026.

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

ARTICLE 5 DUTY TO CITY

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

ARTICLE 6 RECORDS

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

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

ARTICLE 7 AUDIT

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

ARTICLE 8 DEFAULT

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

ARTICLE 9 LIABILITY OF RECIPIENT AND CITY

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

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

ARTICLE 10 NOTICE

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

If to City: City of Burnet
 Attention: City Manager
 P. O. Box 1369
 301 E. Jackson
 Burnet, Texas 78611

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

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

ARTICLE 11 RELATIONSHIP

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

ARTICLE 12 ASSIGNMENT

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

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

ARTICLE 13 MISCELLANEOUS

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

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

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

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

THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 14th DAY OF OCTOBER, 2025.

RECIPIENT:

Hill Country Smiles Board
A not for profit organization

By: _____

Name: _____

Title: _____

Date: _____

CITY:

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

By: _____
Gary Wideman, Mayor

Date: _____

ATTEST:

Maria Gonzales, City Secretary



CITY OF BURNET

P.O. Box 1369 • 1001 Buchanan Drive, Suite 4 • Burnet, TX 78611 • (512) 756-6093

October 15, 2025

Hill Country Humane Society
9150 RR 1431 RM
Buchanan Dam, TX 78609

Re: Program Funding Assistance

Dear Sirs:

The City of Burnet has completed the 2025/2026 fiscal year annual budget process. As part of the approved budget, the City will provide program funding to the Hill Country Humane Society in an amount of \$10,000.00.

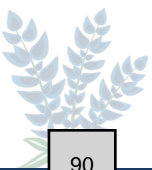
Enclosed are two copies of the Interlocal Funding Agreement that was approved by City Council. Please sign both copies and return the copy marked "Original" in the enclosed stamped envelope for our records.

Upon receipt of the signed agreement, the funding will be processed.

Should you need any additional information, please feel free to contact my office at (512) 715-3209 or by email at citysecretary@cityofburnet.com.

Sincerely,

Maria Gonzales
City Secretary



STATE OF TEXAS
COUNTY OF BURNET

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NON-PROFIT ORGANIZATION FUNDING AGREEMENT

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

RECITALS:

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

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

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

WHEREAS, City’s Council approved this Agreement on October 14, 2025, a regularly scheduled meeting.

AGREEMENT:

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

ARTICLE 1 **RECITALS**

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

ARTICLE 2 **TERM**

- 2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2026.

ARTICLE 3 **TERMS AND CONDITIONS**

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

3.01.01 Special Conditions: Intentionally Blank.

3.02 City's Contribution. In consideration for the public services provided by recipient, City agrees to provide program funding assistance in the amount of \$10,000.00. The \$10,000.00 is the "Total Value Amount" of the City's obligation under this Agreement.

3.03 Payments. Intentionally blank.

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

ARTICLE 4 REPORTS

4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2026.

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

ARTICLE 5 DUTY TO CITY

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

ARTICLE 6 RECORDS

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

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

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ARTICLE 8 DEFAULT

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

ARTICLE 9 LIABILITY OF RECIPIENT AND CITY

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

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

ARTICLE 10

NOTICE

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

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

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

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

ARTICLE 11 RELATIONSHIP

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

ARTICLE 12 ASSIGNMENT

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

ARTICLE 13 MISCELLANEOUS

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

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

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

THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 14th DAY OF OCTOBER 2025.

RECIPIENT:

Hill Country Humane Society
A not-for-profit organization

By: _____

Name: _____

Title: _____

Date: _____

CITY:

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

By: _____
Gary Wideman, Mayor

Date: _____

ATTEST:

Maria Gonzales, City Secretary



Item Brief

Meeting Date

October 14, 2025

Agenda Item

Public hearing and action: Ordinance No. 2025-43: L. Kimbler

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2012-09 AND THE OFFICIAL FUTURE LAND USE MAP OF THE CITY BY ASSIGNING THE PROPERTY KNOWN AS 500 N MAIN STREET FROM ITS PRESENT DESIGNATION OF COMMERCIAL TO A DESIGNATION OF RESIDENTIAL; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

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

Information

The subject property is located at the corner of North Main Street and West Kerr Street. It is currently assigned the Future Land Use Map (FLUM) designation of Commercial, though the existing structure on the property is a residential dwelling. According to City records, the property has been used as a residence since its construction in 1993.

The current property owner is requesting amendments to both the Future Land Use Map and the Zoning Map in order to reclassify the property as Residential. This request is being made to facilitate the sale of the property to a prospective buyer who intends to continue using it as a single-family residence and is seeking residential financing, which requires the zoning to align with residential use.

The City's adopted Future Land Use Plan designates this property, and adjacent properties along the west side of North Main Street, as Commercial. However, despite this designation, the area continues to function as an established residential neighborhood. At this time, there are no active plans to convert any of the properties along North Main Street to commercial uses.

Given the existing residential character of the neighborhood, the long-standing residential use of the property, and the absence of foreseeable commercial development in this area, it would be appropriate to amend the Future Land Use Map to reflect the property's current and intended use as residential.

Please note that approval of the Future Land Use Plan amendment is required before the associated Zoning Map amendment can be considered.

Properties adjacent to the subject property are zoned as follows:

	North	South	East	West
Zoning	"R-1"	"R-1"	"R-1"	"C-2"
FLUM	Commercial	Commercial	Residential	Commercial
Land Use	Residential	Residential	Residential	Undeveloped

Public Notification

Written notices were mailed to 14 surrounding property owners within 200 feet of the subject property. There have been zero responses in favor and zero responses in opposition.

P&Z Report

Planning and Zoning will meet on Monday, October 6th; staff will present P&Z's recommendation at the City Council meeting.

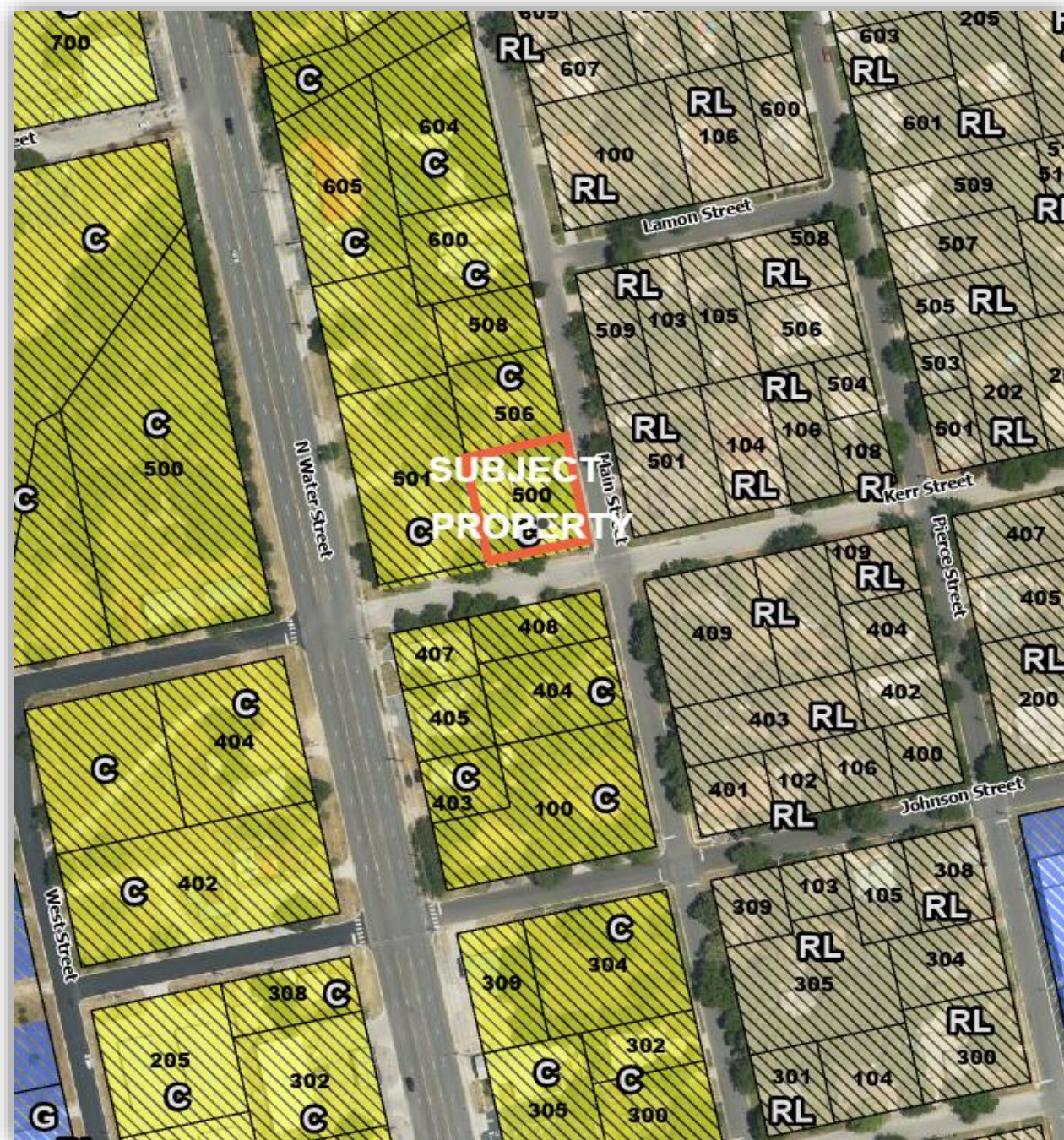
Recommendation

Open the public hearing.

Discuss and consider Ordinance 2025-43.

Exhibit A – Location and Current Future Land Use

500 N MAIN STREET



ORDINANCE NO. 2025-43

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2012-09 AND THE OFFICIAL FUTURE LAND USE MAP OF THE CITY BY ASSIGNING THE PROPERTY KNOWN AS 500 N MAIN STREET FROM ITS PRESENT DESIGNATION OF COMMERCIAL TO A DESIGNATION OF RESIDENTIAL; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council, by the passage and approval of Ordinance No. 2012-09, did assign Future Land Use classifications for property located within the City in accordance with the Official Future Land Use Map as approved with said ordinance; and

WHEREAS, the purpose of this Ordinance is to amend the Official Future Land Use Map by amending the Future Land Use classification of the Real Property ("Property") described herein; and

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

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

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

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

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

Section Two. Property. The Property that is the subject to this Zoning District Reclassification is: **500 N MAIN STREET** (LEGALLY DESCRIBED AS: being a 0.381 acre tract of land out of the John Hamilton Survey No. 1, Abstract No. 405). as shown on **Exhibit "A"** hereto.

Section Three. Future Land Use Map. "Residential" Future Land Use is hereby assigned to the Property described in section two.

Section Four. Future Land Use Map Revision. The City Secretary is hereby authorized and directed to revise the Official Future Land Use Map to reflect the change in Future Land Use Classification approved by this Ordinance.

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

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

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

PASSED AND APPROVED on this the 14th day of October 2025.

CITY OF BURNET, TEXAS

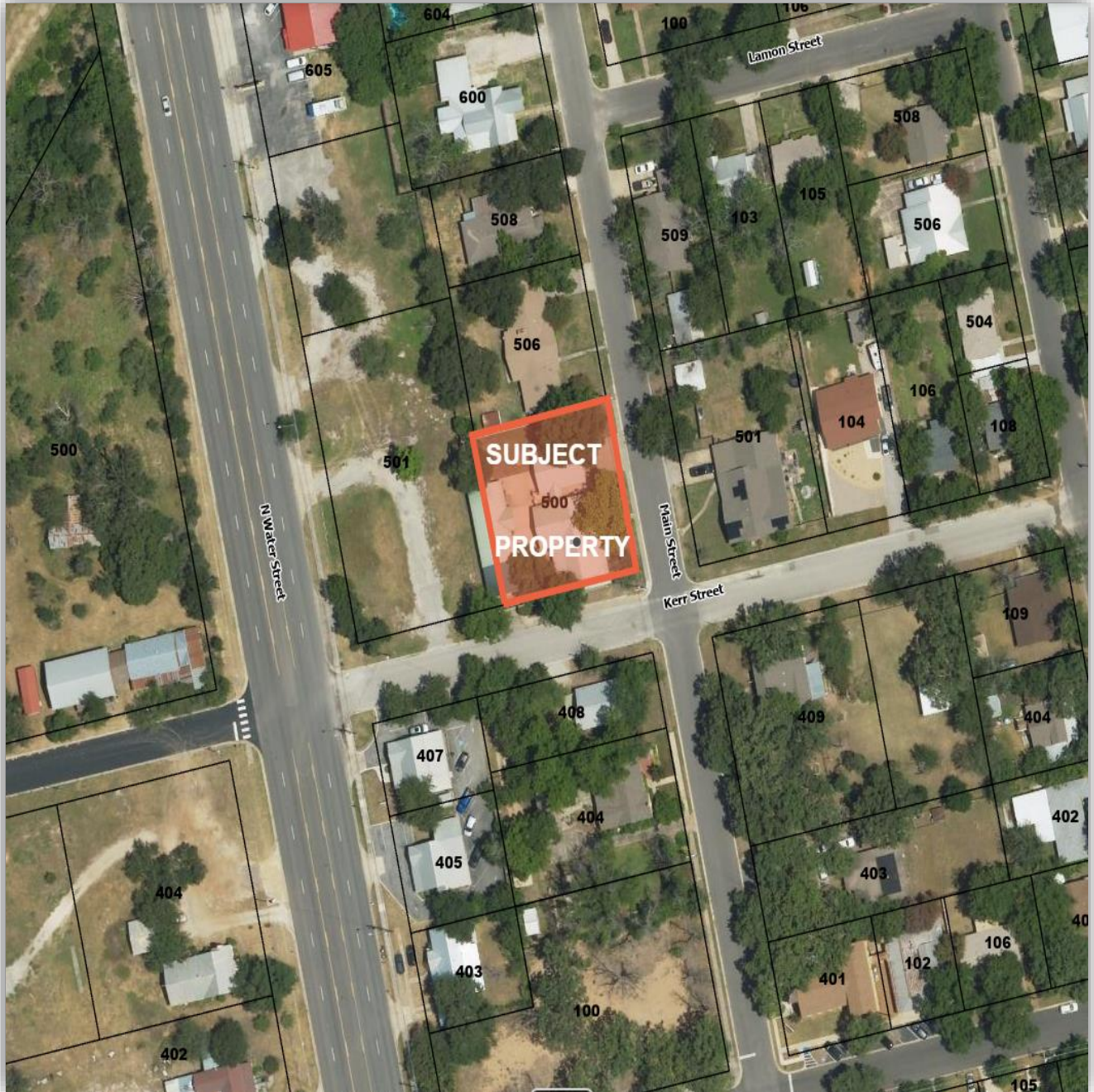
Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary

Exhibit "A"

Location Map
500 N MAIN STREET



City Council Regular Meeting October 14, 2025

Discuss and consider action: Ordinance No. 2025-43: L. Kimbler

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2012-09 AND THE OFFICIAL FUTURE LAND USE MAP OF THE CITY BY ASSIGNING THE PROPERTY KNOWN AS 500 N MAIN STREET FROM ITS PRESENT DESIGNATION OF COMMERCIAL TO A DESIGNATION OF RESIDENTIAL; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

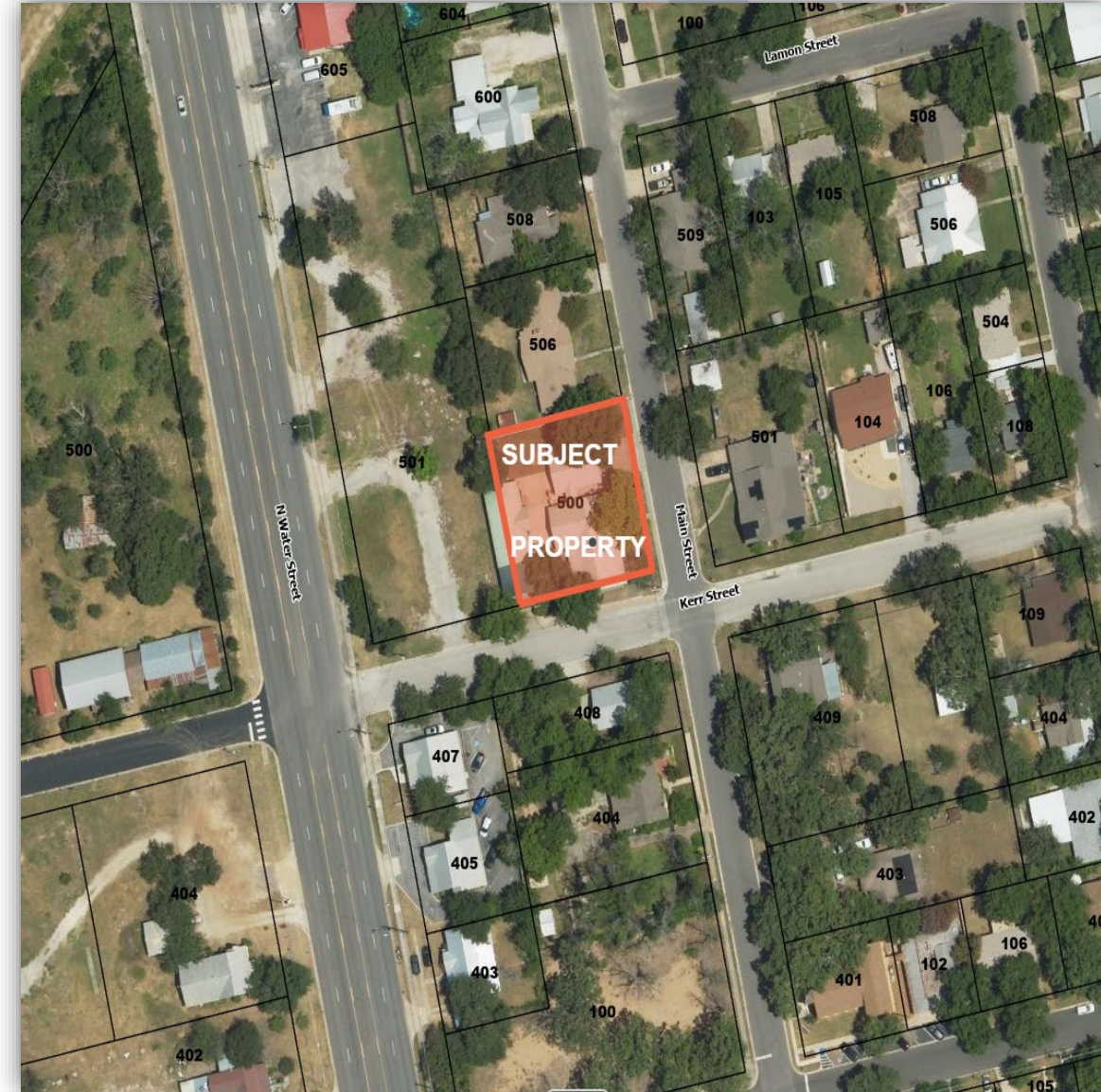


BACKGROUND & INFORMATION

ITEM 7-1.

- Located corner of North Main and West Kerr Street
- Current FLUM = Commercial
- Requested FLUM = Residential
Help facilitate the sale of the property to continue to use as residential
- City's adopted FLUM – Commercial

Given the existing residential character of the neighborhood, the long-standing residential use of the property, and the absence of foreseeable commercial development in this area, it would be appropriate to amend the Future Land Use Map to reflect the property's current and intended use as residential.



CITY OF BURNET

BACKGROUND & INFORMATION

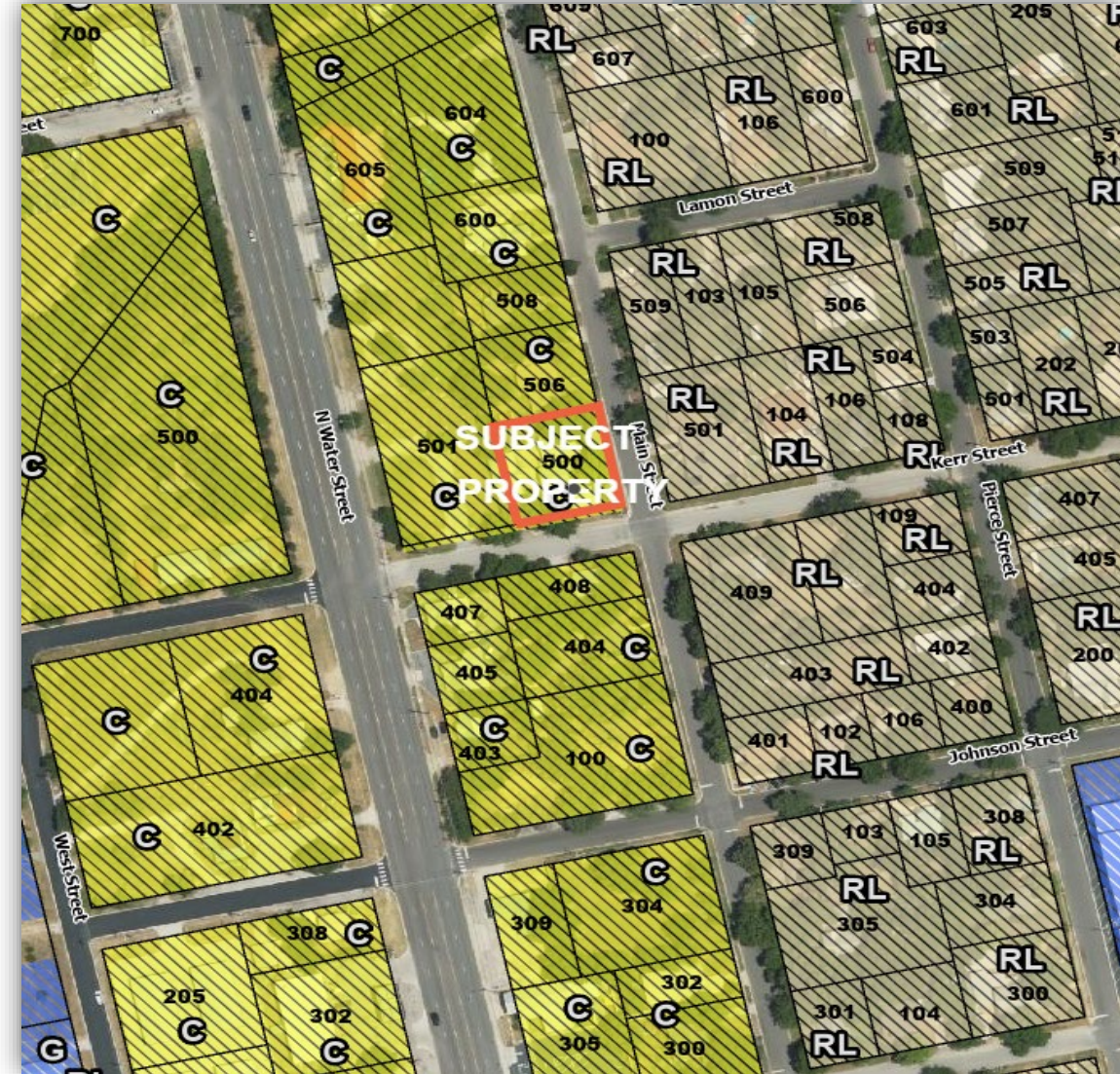
ITEM 7-1.

Properties adjacent to the subject property are zoned as follows:

	North	South	East	West
Zoning	"R-1"	"R-1"	"R-1"	"C-2"
FLUM	Commercial	Commercial	Residential	Commercial
Land Use	Residential	Residential	Residential	Undeveloped

Public Notification:

Notices were mailed to 14 surrounding property owners.



Bluebonnet Capital of Texas

Planning and Zoning:

Planning and Zoning will meet on Monday, October 6th; staff will present P&Z's recommendation at the City Council meeting.



Public Hearing

- **Public Hearing**
 - Limit 3 minutes per speaker
- **Discussion**
 - Discuss and consider proposed Ordinance 2025-43





Item Brief

Meeting Date

October 14, 2025

Agenda Item

Public hearing and action: Ordinance No. 2025-44: L. Kimbler

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY REZONING PROPERTY KNOWN AS 500 N MAIN STREET FROM ITS PRESENT DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1” TO A DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1”; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

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

Information

The subject property is located at the northwest corner of North Main Street and West Kerr Street. It is currently zoned as Light Commercial (C-1); however, the existing structure on the property is a residential dwelling.

According to City records, the property was previously addressed as 502 N Main Street. In 1984, City Council approved a request to rezone the property from Residential to General Retail to allow for the operation of a day care facility. Between 1984 and 1993, the property was re-addressed, and a new residential structure was constructed. Since the completion of the new residential structure in 1993, City records indicate the property has been continuously used as a single-family residence.

The current property owner is requesting amendments to both the Future Land Use Map and the Zoning Map in order to reclassify the property as Residential. This request is being made to facilitate the sale of the property to a prospective buyer who intends to continue using it as a single-family residence and is seeking residential financing, which requires the zoning to align with residential use.

Given the existing residential character of the neighborhood, the long-standing residential use of the property, and the absence of foreseeable commercial development in this area, it would be appropriate to amend the Zoning Map to reflect the property's current and intended use as residential.

Properties adjacent to the subject property are zoned as follows:

	North	South	East	West
Zoning	"R-1"	"R-1"	"R-1"	"C-2"
FLUM	Commercial	Commercial	Residential	Commercial
Land Use	Residential	Residential	Residential	Undeveloped

Public Notification

Written notices were mailed to 14 surrounding property owners within 200 feet of the subject property. There have been zero responses in favor and zero responses in opposition.

P&Z Report

Planning and Zoning will meet on Monday, October 6th; staff will present P&Z's recommendation at the City Council meeting.

Recommendation

Open the public hearing.

Discuss and consider Ordinance 2025-44.

Exhibit A – Location and Current Zoning
500 N MAIN STREET



ORDINANCE NO. 2025-44

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY REZONING PROPERTY KNOWN AS 500 N MAIN STREET FROM ITS PRESENT DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1” TO A DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1”; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

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

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

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

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

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

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

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

Section Two. Property. The Property that is the subject to this Zoning District Reclassification is: **500 N MAIN STREET** (LEGALLY DESCRIBED AS: being a 0.381 acre tract of land out of the John Hamilton Survey No. 1, Abstract No. 405). as shown on **Exhibit “A”** hereto.

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

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

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

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

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

PASSED AND APPROVED on this the 14th day of October 2025.

CITY OF BURNET, TEXAS

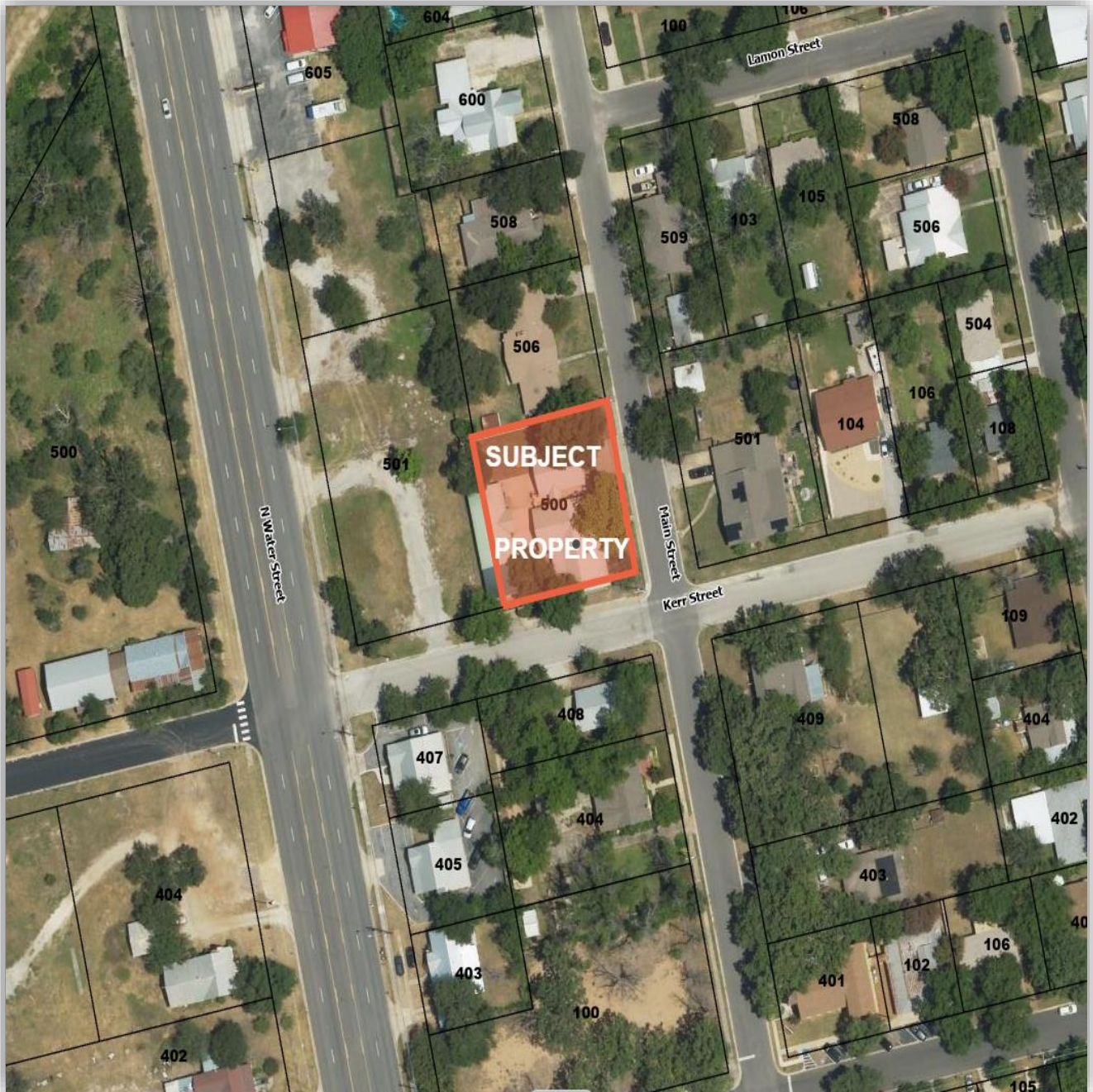
Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary

Exhibit "A"

Location Map
500 N MAIN STREET



City Council Regular Meeting

October 14, 2025

Discuss and consider action: Ordinance No. 2025-44: L. Kimbler

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY REZONING PROPERTY KNOWN AS 500 N MAIN STREET FROM ITS PRESENT DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1” TO A DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1”; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE



CITY OF BURNET

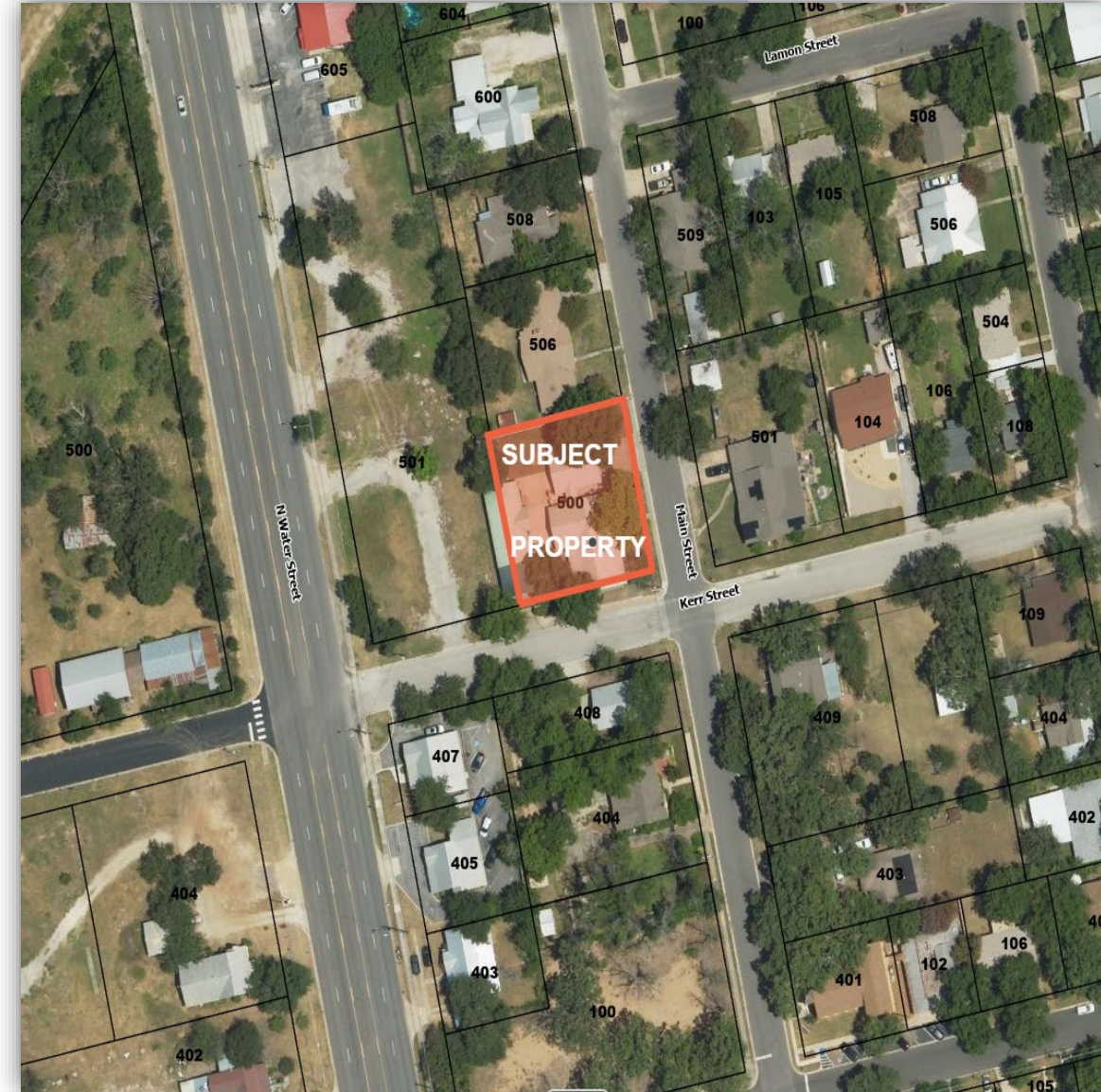
BACKGROUND & INFORMATION

ITEM 7-2.

- Located corner of North Main and West Kerr Street
- Current Zoning = C-1
- Requested Zoning = R-1

Property was previously rezoned to commercial in 1984; new home was built for residential use in 1993

Given the existing residential character of the neighborhood, the long-standing residential use of the property, and the absence of foreseeable commercial development in this area, it would be appropriate to amend the Future Land Use Map to reflect the property's current and intended use as residential.



Bluebonnet Capital of Texas

CITY OF BURNET

BACKGROUND & INFORMATION

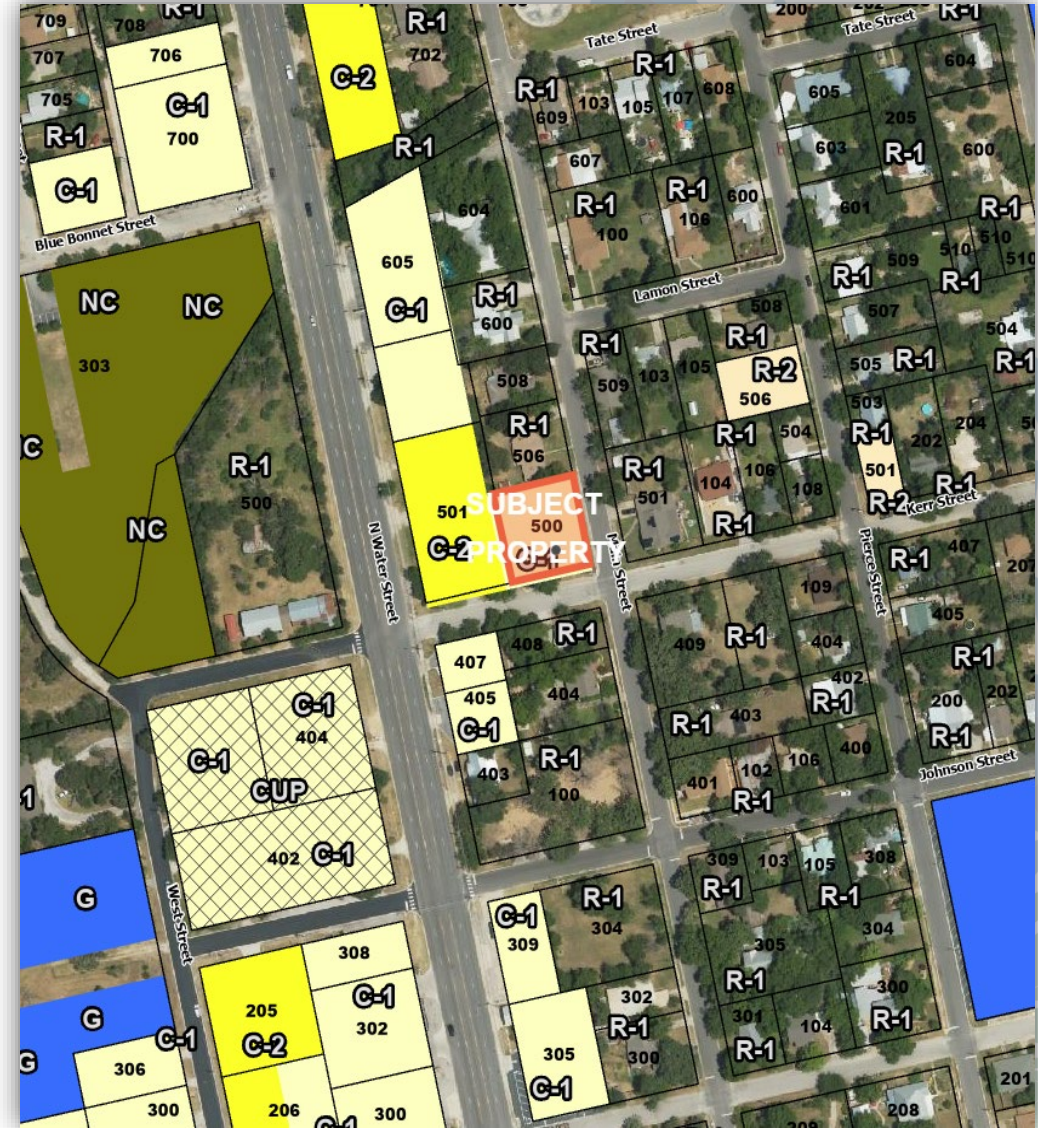
ITEM 7-2.

Properties adjacent to the subject property are zoned as follows:

	North	South	East	West
Zoning	"R-1"	"R-1"	"R-1"	"C-2"
FLUM	Commercial	Commercial	Residential	Commercial
Land Use	Residential	Residential	Residential	Undeveloped

Public Notification:

Notices were mailed to 14 surrounding property owners.



Bluebonnet Capital of Texas

Planning and Zoning:

Planning and Zoning will meet on Monday, October 6th; staff will present P&Z's recommendation at the City Council meeting.



Public Hearing

- **Public Hearing**
 - Limit 3 minutes per speaker
- **Discussion**
 - Discuss and consider proposed Ordinance 2025-44





Item Brief

Meeting Date

October 14, 2025

Agenda Item

Public hearing and action: Ordinance No. 2025-45: L. Kimbler

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2012-09 AND THE OFFICIAL FUTURE LAND USE MAP OF THE CITY BY ASSIGNING THE PROPERTY KNOWN AS 1404 N WATER STREET FROM ITS PRESENT DESIGNATION OF RESIDENTIAL TO A DESIGNATION OF GOVERNMENT; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

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

Information

The subject property is an undeveloped property located at the northwest corner of North Water Street (Highway 281) and the southern end of Fourth Street. The current Future Land Use Map (FLUM) designation for the property is Residential. On July 8, City Council approved the purchase of 1404 N. Water Street. The purpose of this acquisition is to support the development of a proposed pedestrian bridge. Now that the City owns the property, it is appropriate for both the FLUM and zoning map to be updated to reflect a Governmental land use designation.

The approval of the Future Land Use Plan amendment is required before the associated Zoning Map amendment can be considered.

Properties adjacent to the subject property are zoned as follows:

	North	South	East	West
Zoning	R-1	R-1	C-1/R-1	R-1
FLUM	Commercial	Commercial	Commercial	Commercial
Land Use	Residential	Residential	Residential	Undeveloped

Public Notification

Written notices were mailed to 15 surrounding property owners within 200 feet of the subject property. There have been zero responses in favor and zero responses in opposition.

P&Z Report

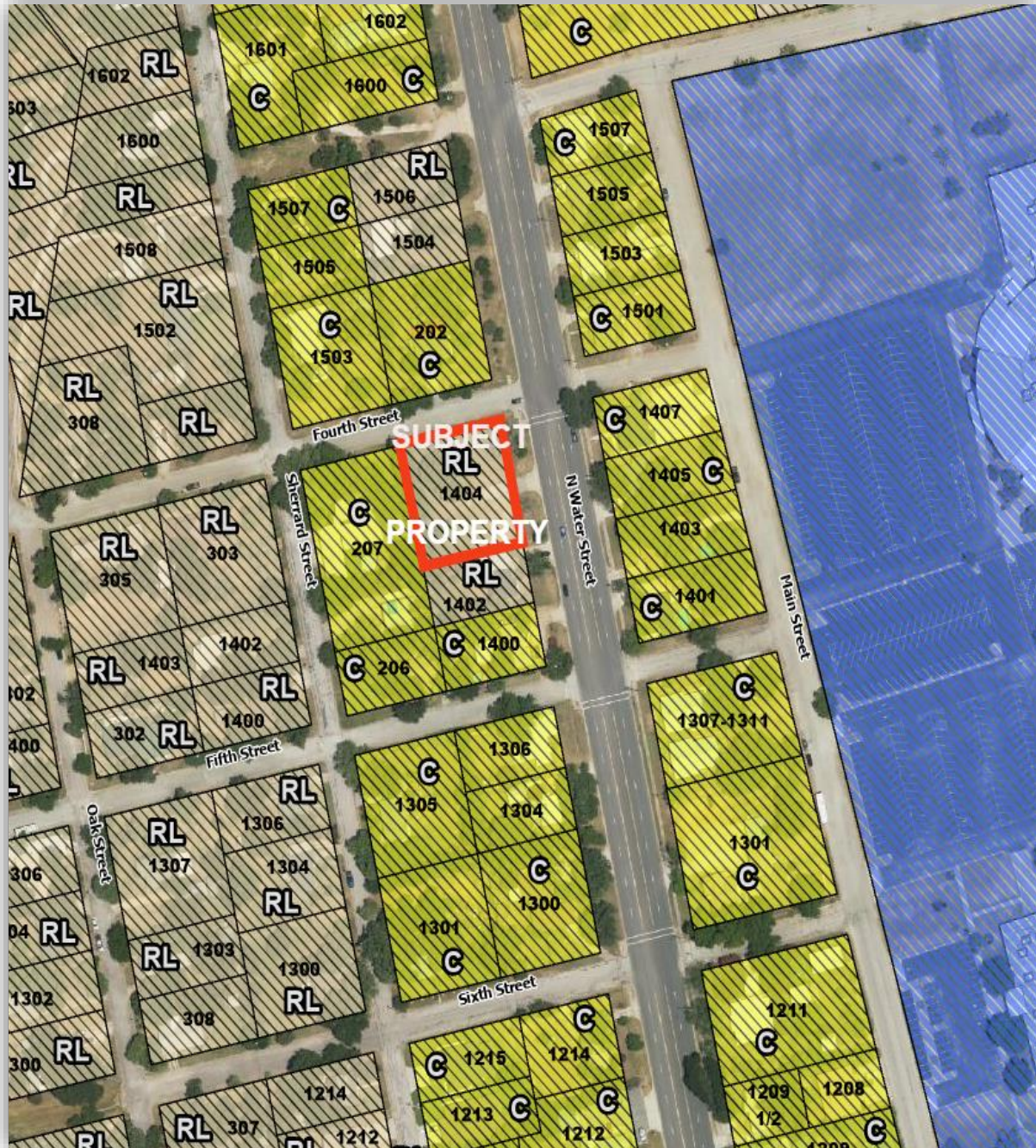
Planning and Zoning will meet on Monday, October 6th; staff will present P&Z's recommendation at the City Council meeting.

Recommendation

Open the public hearing.

Discuss and consider Ordinance 2025-45.

**Exhibit A – Location and Current Future Land Use
1404 N WATER STREET**



ORDINANCE NO. 2025-45

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2012-09 AND THE OFFICIAL FUTURE LAND USE MAP OF THE CITY BY ASSIGNING THE PROPERTY KNOWN AS 1404 N WATER STREET FROM ITS PRESENT DESIGNATION OF RESIDENTIAL TO A DESIGNATION OF GOVERNMENT; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council, by the passage and approval of Ordinance No. 2012-09, did assign Future Land Use classifications for property located within the city in accordance with the Official Future Land Use Map as approved with said ordinance; and

WHEREAS, the purpose of this Ordinance is to amend the Official Future Land Use Map by amending the Future Land Use classification of the Real Property ("Property") described herein; and

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

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

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

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

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

Section Two. Property. The Property that is the subject to this Zoning District Reclassification is: **1404 N WATER STREET** (LEGALLY DESCRIBED AS: being lots 3 and 4, block 10, Oaks Addition) as shown on **Exhibit "A"** hereto.

Section Three. Future Land Use Map. "Residential" Future Land Use is hereby assigned to the Property described in section two.

Section Four. Future Land Use Map Revision. The City Secretary is hereby authorized and directed to revise the Official Future Land Use Map to reflect the change in Future Land Use Classification approved by this Ordinance.

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

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

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

PASSED AND APPROVED on this the 14th day of October 2025.

CITY OF BURNET, TEXAS

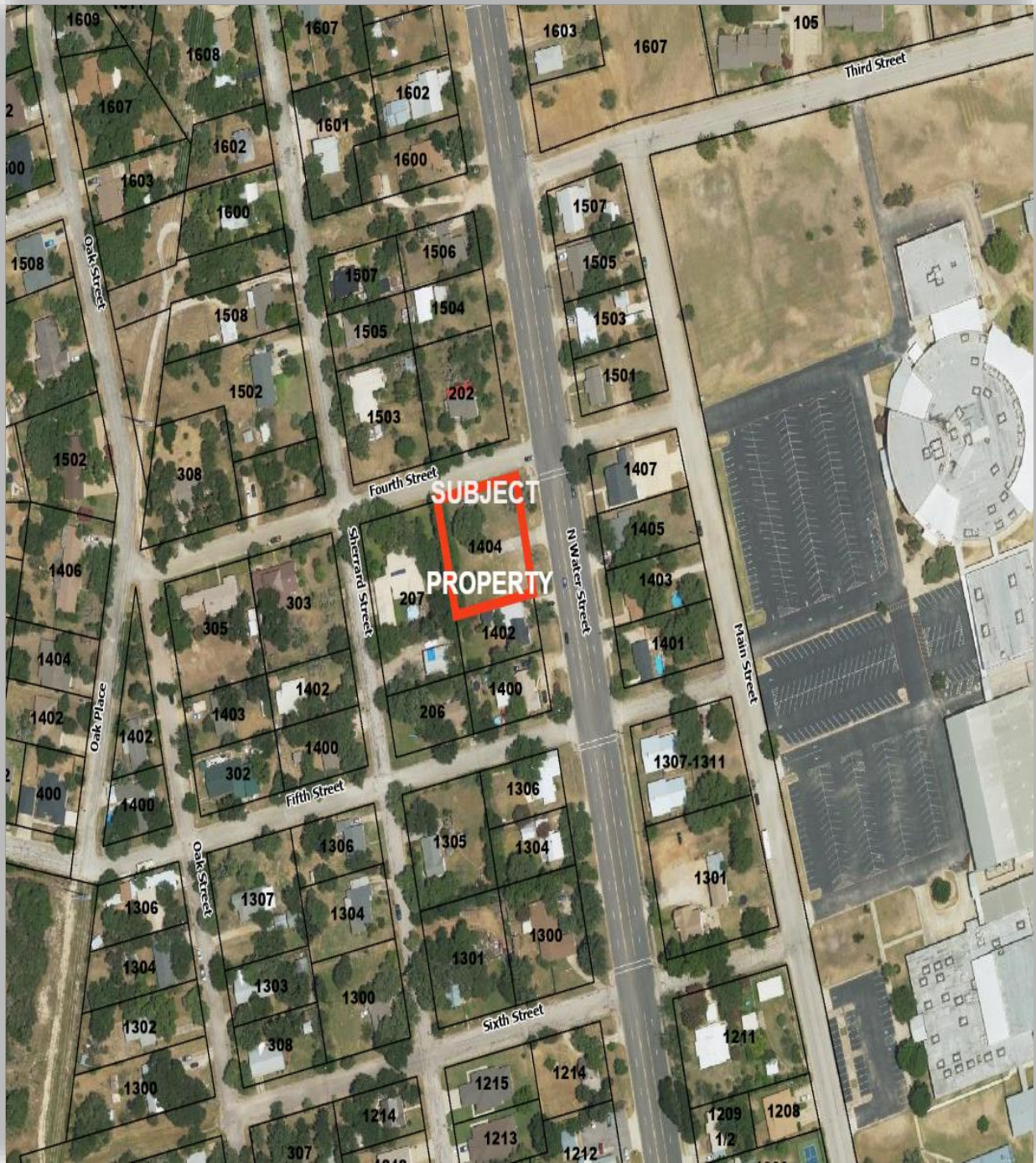
Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary

Exhibit "A"

Location Map
1404 N WATER STREET



City Council Regular Meeting October 14, 2025

Discuss and consider action: Ordinance No. 2025-45: L. Kimbler

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2012-09 AND THE OFFICIAL FUTURE LAND USE MAP OF THE CITY BY ASSIGNING THE PROPERTY KNOWN AS 1404 N WATER STREET FROM ITS PRESENT DESIGNATION OF RESIDENTIAL TO A DESIGNATION OF GOVERNMENT; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

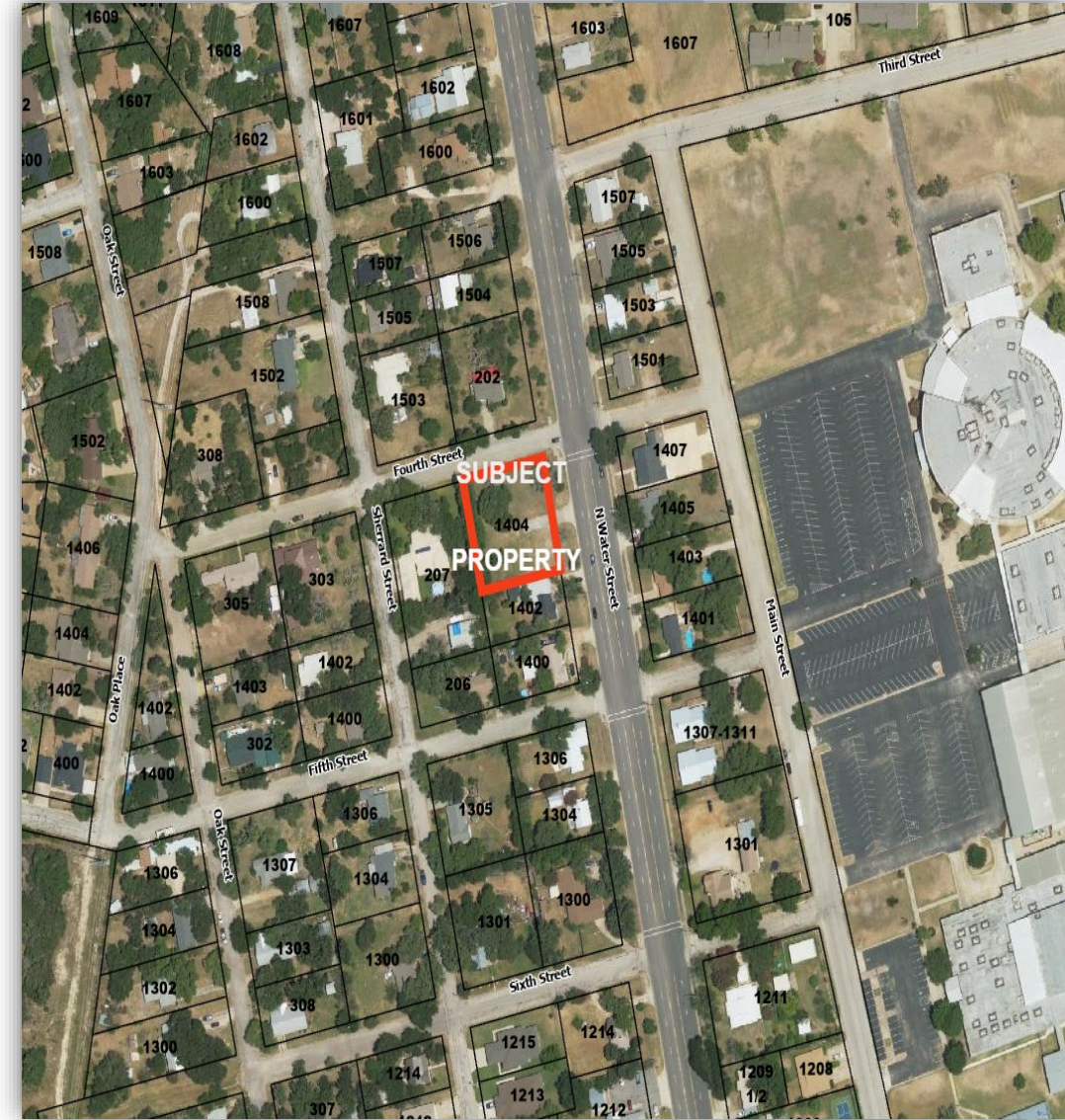


CITY OF BURNET

BACKGROUND & INFORMATION

ITEM 7-3.

- Located northwest corner of North Water St and Fourth Street
- Current FLUM = Residential
- Requested FLUM = Government
- City's adopted FLUM – Commercial
- Property purchased by City of Burnet in July
- Intent of property is to support development of pedestrian bridge
- Appropriate for both FLUM and zoning map to reflect Governmental land use



Bluebonnet Capital of Texas

CITY OF BURNET

BACKGROUND & INFORMATION

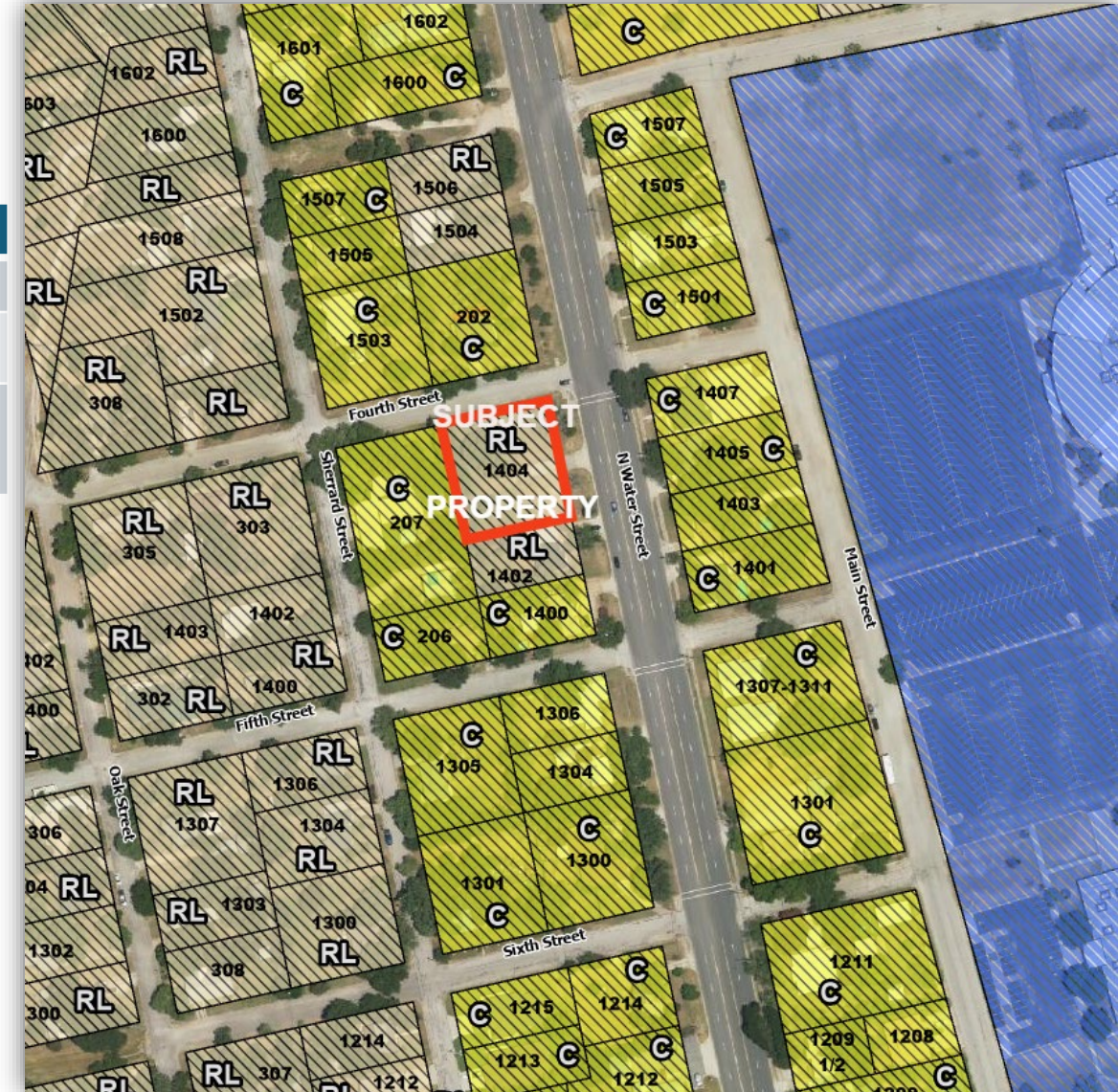
ITEM 7-3.

Properties adjacent to the subject property are zoned as follows:

	North	South	East	West
Zoning	R-1	R-1	C-1/R-1	R-1
FLUM	Commercial	Commercial	Commercial	Commercial
Land Use	Residential	Residential	Residential	Undeveloped

Public Notification:

Notices were mailed to 15 surrounding property owners.



Bluebonnet Capital of Texas

Planning and Zoning:

Planning and Zoning will meet on Monday, October 6th; staff will present P&Z's recommendation at the City Council meeting.



Public Hearing

- **Public Hearing**
 - Limit 3 minutes per speaker
- **Discussion**
 - Discuss and consider proposed Ordinance 2025-45





Item Brief

Meeting Date

October 14, 2025

Agenda Item

Public hearing and action: Ordinance No. 2025-46: 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 1404 N WATER STREET FROM ITS PRESENT DESIGNATION OF MULTI-FAMILY RESIDENTIAL – DISTRICT “R-3” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

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

Information

The subject property is an undeveloped property located at the northwest corner of North Water Street (Highway 281) and the southern end of Fourth Street. The current zoning designation for the property is Multi-family Residential – District “R-3”. On July 8, City Council approved the purchase of 1404 N. Water Street. The purpose of this acquisition is to support the development of a proposed pedestrian bridge. Now that the City owns the property, it is appropriate for both the FLUM and zoning map to be updated to reflect a Governmental land use designation.

Properties adjacent to the subject property are zoned as follows:

	North	South	East	West
Zoning	R-1	R-1	C-1/R-1	R-1
FLUM	Commercial	Commercial	Commercial	Commercial
Land Use	Residential	Residential	Residential	Undeveloped

Public Notification

Written notices were mailed to 15 surrounding property owners within 200 feet of the subject property. There have been zero responses in favor and zero responses in opposition.

P&Z Report

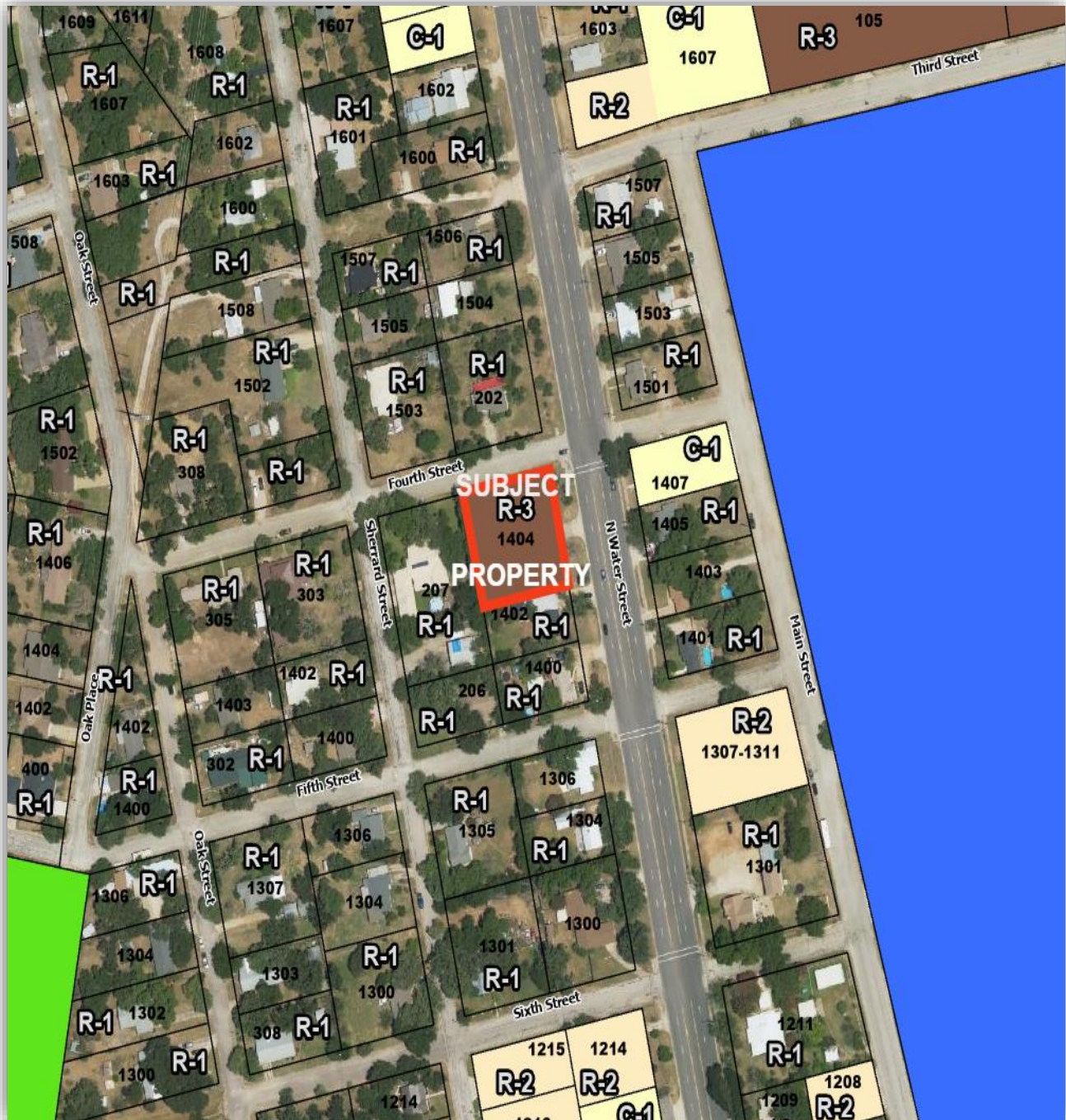
Planning and Zoning will meet on Monday, October 6th; staff will present P&Z's recommendation at the City Council meeting.

Recommendation

Open the public hearing.

Discuss and consider Ordinance 2025-46.

**Exhibit A – Location and Current Zoning
1404 N WATER STREET**



ORDINANCE NO. 2025-46

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 1404 N WATER STREET FROM ITS PRESENT DESIGNATION OF MULTI-FAMILY RESIDENTIAL – DISTRICT “R-3” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

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

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

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

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

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

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

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

Section Two. Property. The Property that is the subject to this Zoning District Reclassification is: **1404 N WATER STREET** (LEGALLY DESCRIBED AS: being lots 3 and 4, block 10, Oaks Addition) as shown on **Exhibit “A”** hereto.

Section Three. Zoning District Reclassification. GOVERNMENT – DISTRICT “G” Zoning District Classification is hereby assigned to the Property described in section two.

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

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

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

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

PASSED AND APPROVED on this the 14th day of October 2025.

CITY OF BURNET, TEXAS

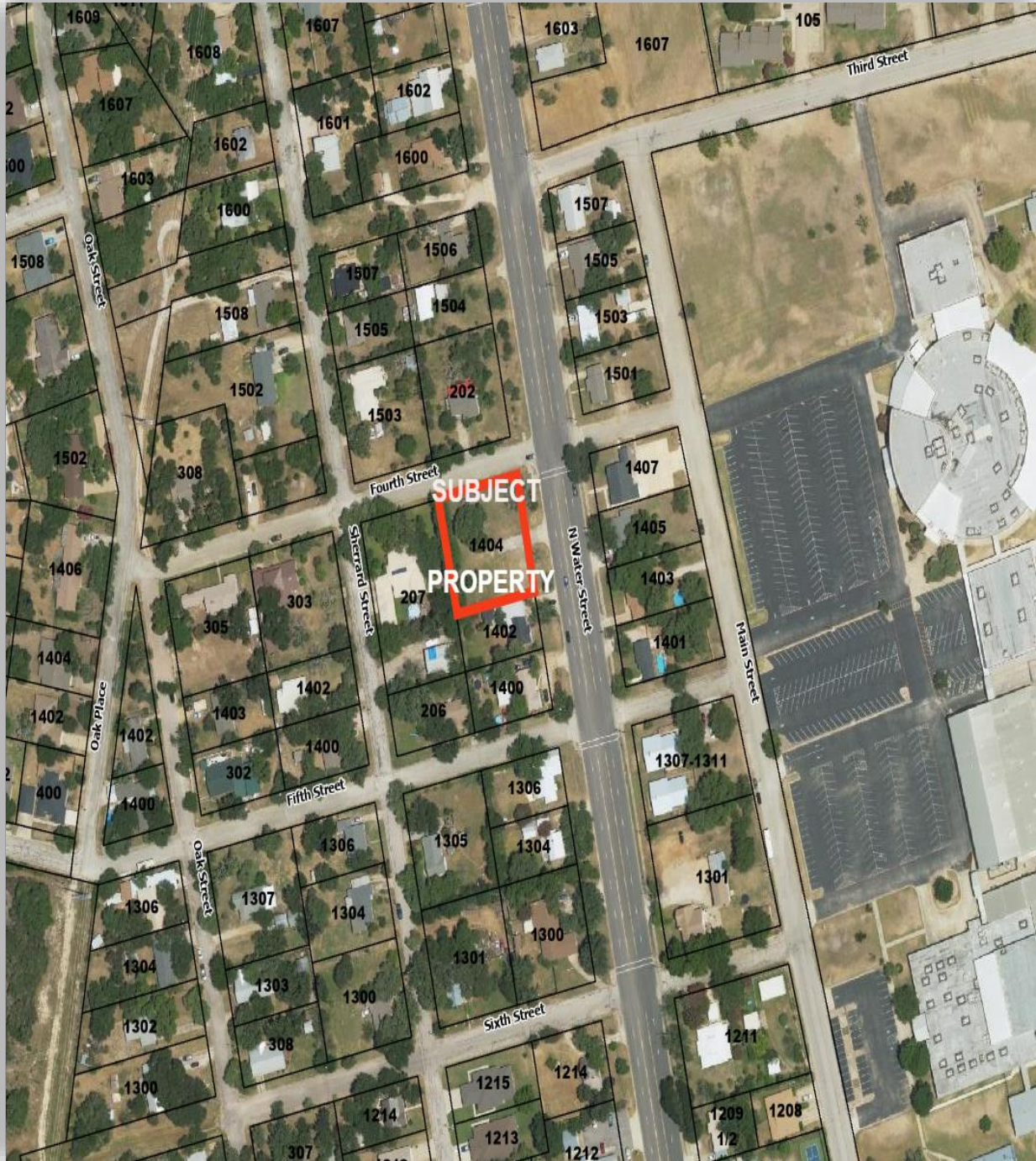
Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary

Exhibit "A"

Location Map 1404 N WATER STREET



City Council Regular Meeting

October 14, 2025

Discuss and consider action: Ordinance No. 2025-46: 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 1404 N WATER STREET FROM ITS PRESENT DESIGNATION OF MULTI-FAMILY RESIDENTIAL – DISTRICT “R-3” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

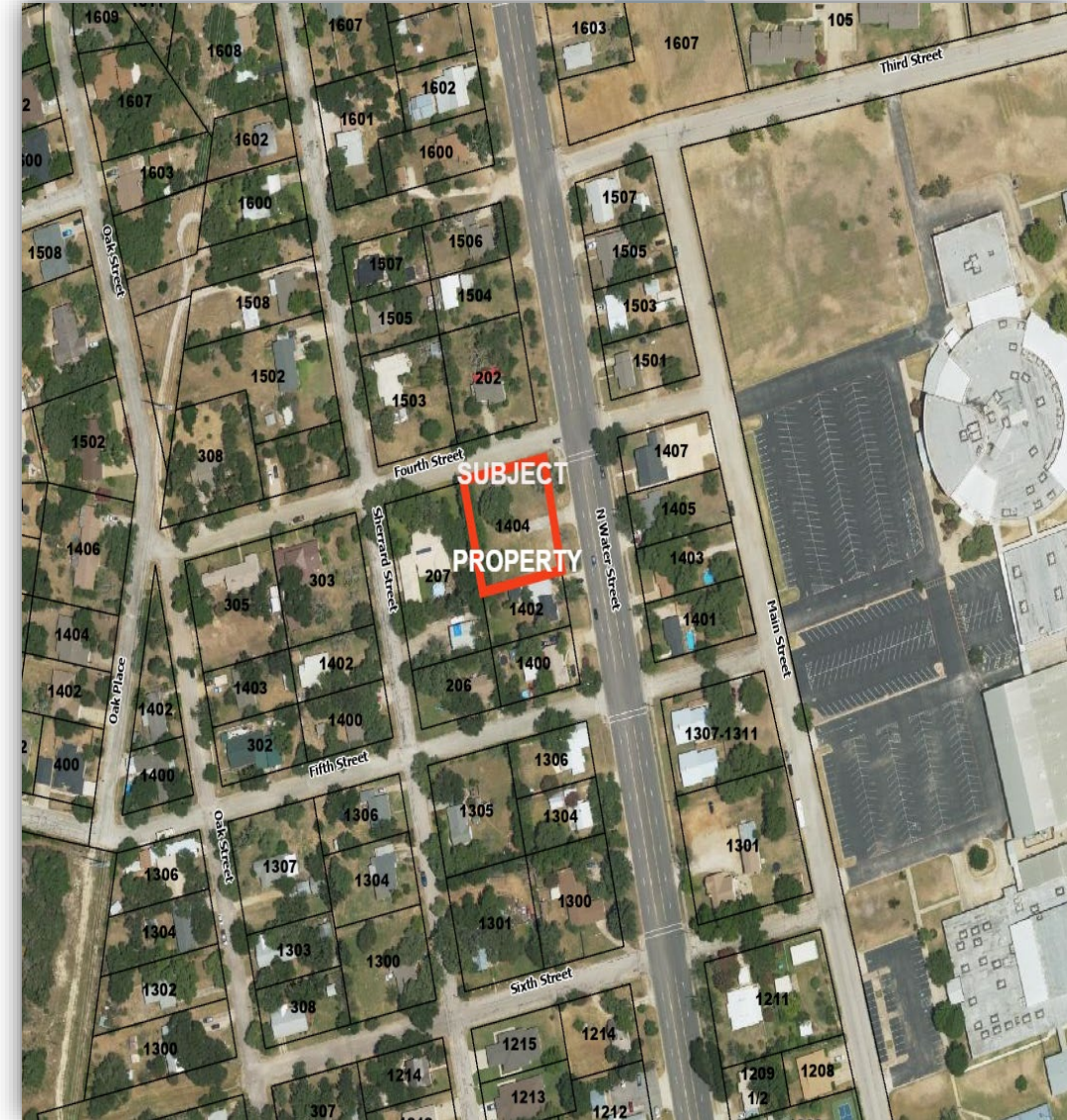


CITY OF BURNET

BACKGROUND & INFORMATION

ITEM 7-4.

- Located northwest corner of North Water St and Fourth Street
- Current Zoning = R-3
- Requested Zoning = Government
- Property purchased by City of Burnet in July
- Intent of property is to support development of pedestrian bridge
- Appropriate for both FLUM and zoning map to reflect Governmental land use



Bluebonnet Capital of Texas

CITY OF BURNET

BACKGROUND & INFORMATION

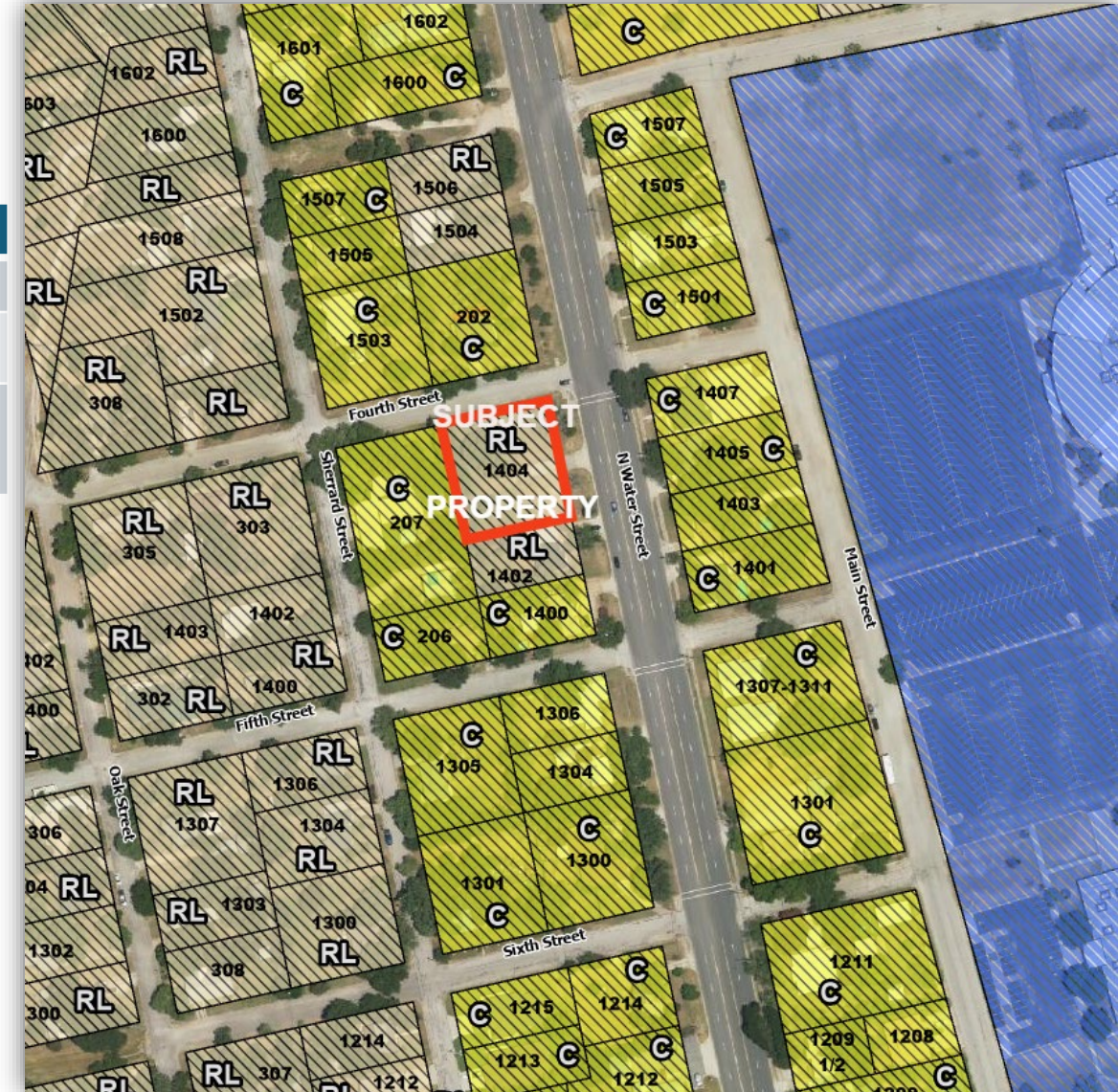
ITEM 7-4.

Properties adjacent to the subject property are zoned as follows:

	North	South	East	West
Zoning	R-1	R-1	C-1/R-1	R-1
FLUM	Commercial	Commercial	Commercial	Commercial
Land Use	Residential	Residential	Residential	Undeveloped

Public Notification:

Notices were mailed to 15 surrounding property owners.



Bluebonnet Capital of Texas

Planning and Zoning:

Planning and Zoning will meet on Monday, October 6th; staff will present P&Z's recommendation at the City Council meeting.



Public Hearing

- **Public Hearing**
 - Limit 3 minutes per speaker
- **Discussion**
 - Discuss and consider proposed Ordinance 2025-46





Item Brief

Meeting Date

October 14, 2025

Agenda Item

Public hearing and action: Resolution No. 2025-75: L. Kimbler

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE "FINAL PLAT" OF BURNET AIRPORT, A COMMERCIAL SUBDIVISION CONSISTING OF APPROXIMATELY 268.58 ACRES; AND ACCEPTANCE OF RIGHTS-OF-WAY DEDICATION

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

Information

The proposed Final Plat of Burnet Airport (Exhibit A) represents a commercial subdivision encompassing approximately 268 acres. The proposed plat consolidates all tracts currently owned by the City of Burnet into three distinct lots.

Although no new roads are proposed as part of this subdivision, it was identified that portions of Houston Clinton Drive and Ellen Halbert Drive have not previously been dedicated to the City of Burnet. This plat proposes to formally dedicate these existing rights-of-way, thereby confirming City ownership and maintenance responsibilities.

The proposed Final Plat of Burnet Airport has been reviewed using Code of Ordinances Section 98-24 (Final Plats) as a guide. It has been found to comply with ordinance requirements relating to form and content.

P&Z Report

Planning and Zoning will meet on Monday, October 6th; staff will present P&Z's recommendation at the City Council meeting.

Recommendation

Open the public hearing.

Discuss and consider Resolution No. 2025-75.

RESOLUTION NO. R2025-75

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE “FINAL PLAT” OF BURNET AIRPORT, A COMMERCIAL SUBDIVISION CONSISTING OF APPROXIMATELY 268.58 ACRES; AND ACCEPTANCE OF RIGHTS-OF-WAY DEDICATION

WHEREAS, the City Council of the City of Burnet (City Council), Texas, has approved the Final Plat of Burnet Airport; and

WHEREAS, the Planning and Zoning Commission has made its recommendation on the final plat of Burnet Airport; and

WHEREAS, the city staff and the city engineer have opined the application substantially complies with the subdivision ordinance.

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

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

Section Two. Approval. The final plat of Burnet Airport is hereby approved.

Section Three. Rights-of-Way Acceptance. The City Council hereby accepts for public use and maintenance the rights-of-way as shown on the plat.

Section Four. Recordation. The final plat of Burnet Airport may be recorded in the Public Records of the County Clerk of Burnet County, Texas upon compliance with the requirements of Subdivision Code Sec. 98-24(h) and related regulations.

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

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

PASSED AND APPROVED on this the 14th day of October 2025.

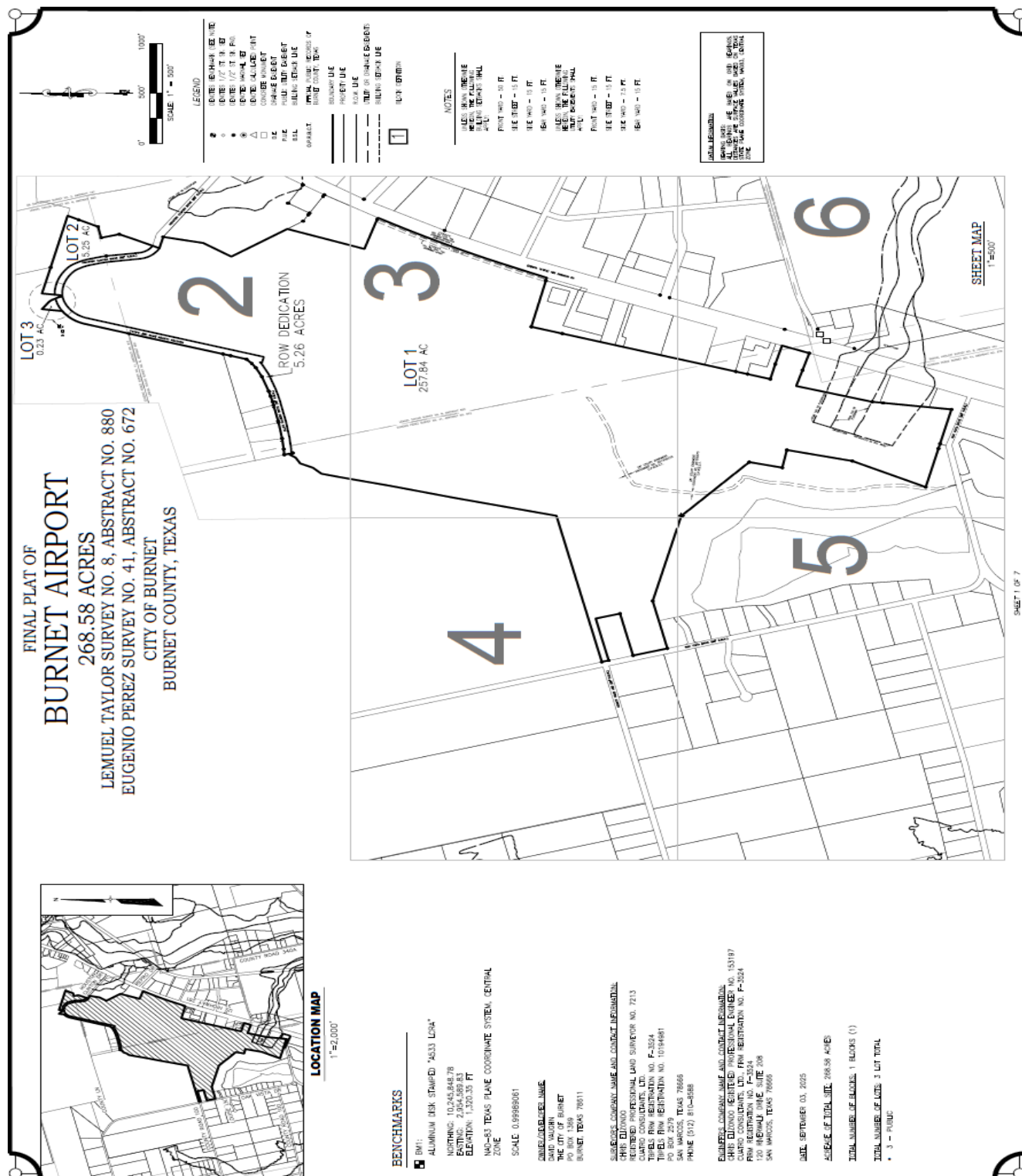
CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary

Exhibit "A" – Final Plat

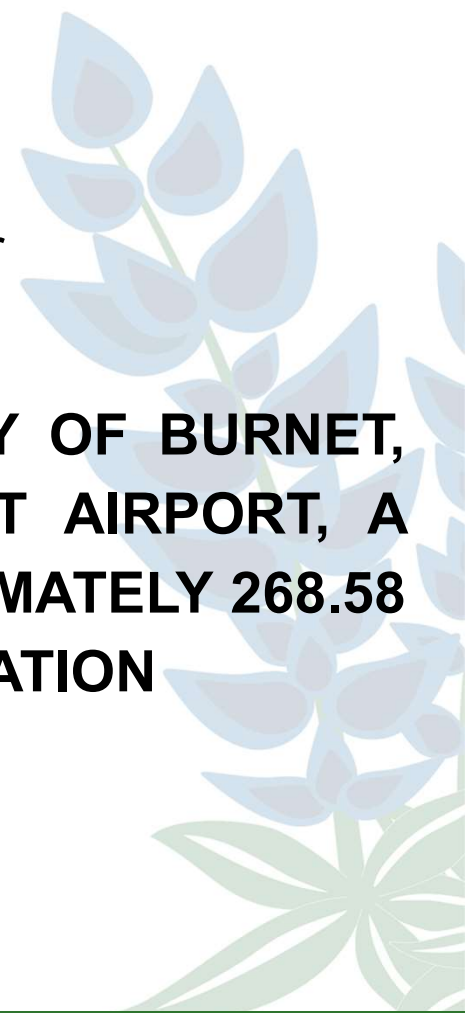


CITY OF BURNET

City Council Regular Meeting October 14, 2025

Discuss and consider action: Resolution No. R2025-75: L. Kimbler

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE “FINAL PLAT” OF BURNET AIRPORT, A COMMERCIAL SUBDIVISION CONSISTING OF APPROXIMATELY 268.58 ACRES; AND ACCEPTANCE OF RIGHTS-OF-WAY DEDICATION



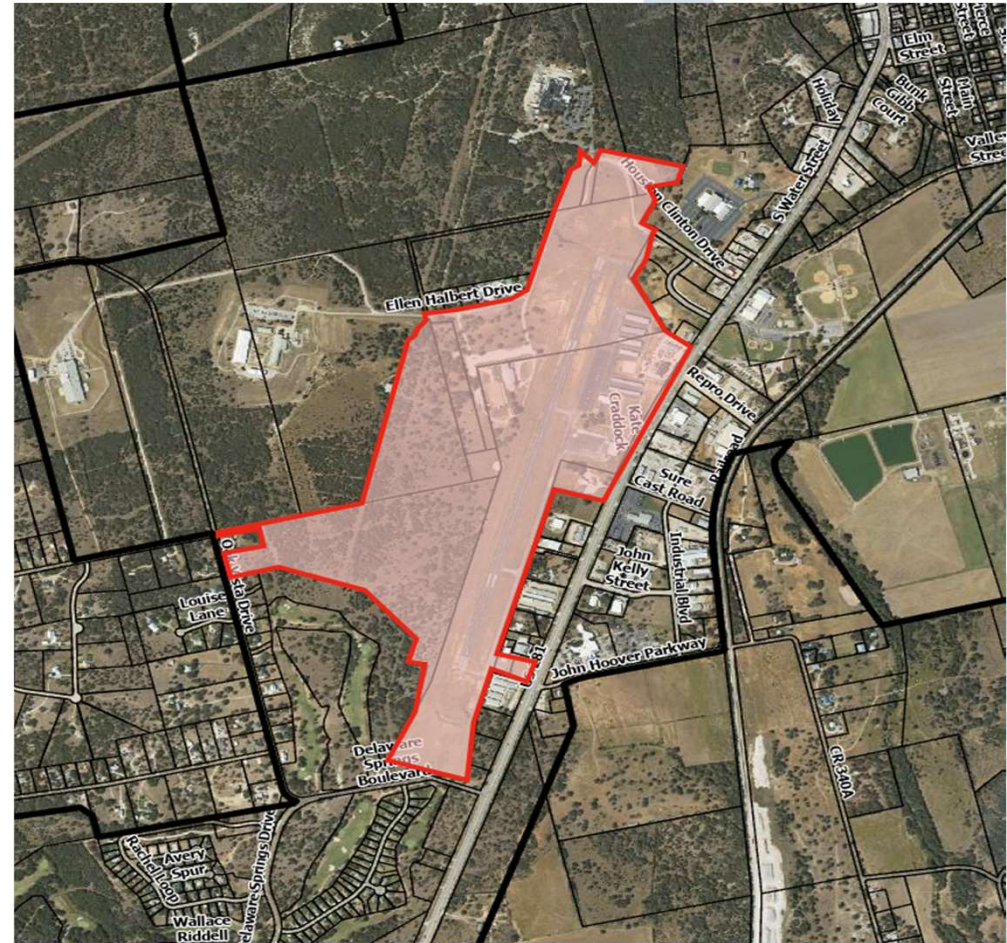
Bluebonnet Capital of Texas

CITY OF BURNET

BACKGROUND & INFORMATION

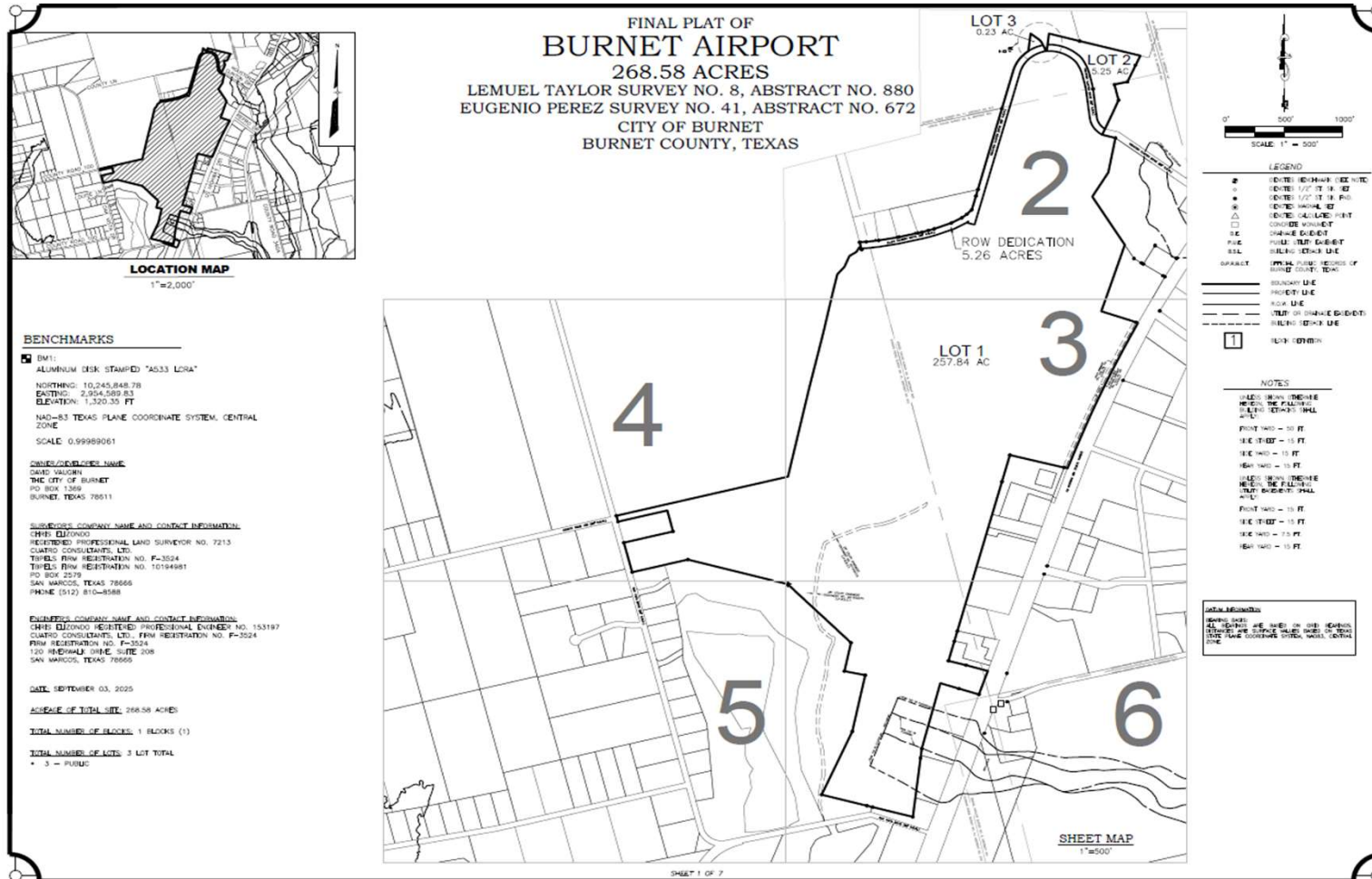
- Commercial Subdivision owned by the City of Burnet
- Approximately 268 acres
- Consolidates all tracts into 3
- No new roads
 - Houston Clinton Drive and Ellen Halbert Drive have not been dedicated to City of Burnet
- Plat formally dedicates existing rights-of-way confirming ownership and maintenance responsibilities

Final Plat of Burnet Airport has been revised using Sec. 98-24 as guide and has been found to comply with ordinance relating to form and content



Bluebonnet Capital of Texas

CITY OF BURNET



Bluebonnet Capital of Texas

CITY OF BURNET

Public Hearing

- **Public Hearing**
 - Limit 3 minutes per speaker
- **Discussion**
 - Discuss and consider proposed Resolution No. R2025-75



Bluebonnet Capital of Texas



Item Brief

Meeting Date

October 14, 2025

Agenda Item

Discuss and consider action: Resolution No. R2025-76: L. Kimbler

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING THE PROVISION OF WATER TAPS AND METERS FOR TWO HOUSEHOLDS LOCATED OUTSIDE THE EXTRATERRITORIAL JURISDICTION AND AUTHORIZING THE MAYOR'S EXECUTION OF SAID INSTRUMENTS ON BEHALF OF THE CITY.

Information

The subject tract of land is subject to a Water and Right-of-Way Easement, which allowed the placement of the water transmission line. The property is not located within a water certificate of convenience and necessity service area; therefore, the property owner has requested a water service connection from the City. The connection would be provided by tapping the water transmission line which runs through the property.

This agreement assures each tap and meter shall be sized as to only serve one household and provides that the meter shall be installed upon the landowner's payment of the stated impact and meter fees. Extension of the service line from the meter to the house will be at the landowner's expense. The agreement discloses the tap will be connected to a high-pressure line and assigns associated risks to the landowner, including the landowner's indemnification to the City for any damages or injury caused by the tap/water service connection. Additionally, the agreement states that part of the consideration for this agreement, the provisions of this water tap shall satisfy all obligations of the City, if any, under any previous agreements, easements, or other instrumentality.

Fiscal Impact

The City shall recover its costs associated with the installation of the water meter from the landowner. In addition, the landowner shall pay out-of-city usage fees each month based on water consumption.

Recommendation

Staff recommends approval of Resolution No. R2025-76 as presented.

RESOLUTION NO. R2025-76

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE PROVISION OF WATER TAPS AND METERS FOR TWO HOUSEHOLDS LOCATED OUTSIDE THE EXTRATERRITORIAL JURISDICTION AND AUTHORIZING THE MAYOR'S EXECUTION OF SAID INSTRUMENTS ON BEHALF OF THE CITY

WHEREAS, the subject tract of land is subject to a Water and Right-of-Way Easement which allowed the placement of the water transmission line; and

WHEREAS, the property is not located within a water certificate of convenience and necessity service area; therefore, the property owner has requested a water service connection from the City and

WHEREAS, the connection would be provided by tapping the water transmission line which runs through the property; and

WHEREAS, the purpose of this resolution is to approve an agreement stating the terms and conditions by which the water meter shall be provided.

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

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

Section Two. Approval. The Water Service Utility Agreement, attachment hereto, is hereby approved.

Section Three. Authorization. The City Manager is hereby authorized to execute an instrument in substantial form as the attachment hereto and take such further action, and execute such ancillary documents, as may be reasonably necessary to facilitate the purpose of this resolution. This authorization shall be null and void if the Water Service Utility Agreement is not fully executed within ninety (90) days of passage of this resolution.

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

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

PASSED AND APPROVED on this the 14th day of October 2025.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary

WATER UTILITY SERVICE AGREEMENT

THIS AGREEMENT is made and entered into, as of the date stated below, by and between the City of Burnet, a Texas home rule municipality, (hereinafter called "City") and Richard and Valerie Wendt (hereinafter called "Customer").

WITNESSETH:

WHEREAS, Customer has requested City provide water service to lands now legally or equitably owned by Customer and more particularly described in **Exhibit "A" and Exhibit "B"**, attached hereto and hereinafter referred to as the "Property"; and

WHEREAS, the parties agree that Customer's Property is not located within any Texas Public Utility Commission certificated area for water service; and

WHEREAS, in response to the service request City Council approved Resolution No. 2025-76 authorizing the City Manager to enter into a water service agreement with the Customer, provided that such agreement contain the terms that follow:

- (i) the agreement shall allow two standard taps for the Property (3/4" or 1" meter); and
- (ii) the service applicant shall pay all connection fees and a capital recovery fee equivalent to the community impact fees required for the connection; and
- (iii) the out of City water service rate shall apply; and
- (iv) the agreement shall provide for a waiver of claims against City for any damage sustained due to high water pressure; and
- (v) Customer acknowledges and agrees that part of the consideration for this agreement the provisions of this water tap shall satisfy all obligations of the City, if any, under any previous agreements, easements, or other instrumentality(hereinafter collectively "Instrument(s)"); customer shall not make any future claim for additional taps, water, or any other rights pursuant to any existing Instrument.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

Part A. Establishment of Service.

- (1) The obligation of City to provide the Services is conditioned upon present rules, regulations and statutes of the United States of America, the State of Texas, Burnet County, the Lower Colorado River Authority; and the City of Burnet, as same may be amended from time to time. Customer acknowledges that if the rules, regulations, and statutes of the said entities that are in effect upon the execution date of this Agreement are repealed,

revised, or amended to such an extent that City becomes incapable of, or prevented from, providing the Services, then no liability of any nature is to be imposed upon City as a result of City's compliance with such legal or regulatory mandates, including, but not limited to the Lower Colorado River Authority's water conservation rules.

- (2) Each water tap and meter shall be installed within the existing water line easement. If the City deems additional easement is necessary for installation of the Water Tap(s) and Meter(s), Customer shall provide, at no cost to City, necessary easements on the Property as required for City Utility System to serve the Property. The Customer's mortgagee shall execute any and all necessary documents as may be necessary to accomplish same, and Customer shall be responsible for obtaining such execution by its mortgagee.
- (3) Customer shall be solely responsible for the construction and cost of any necessary water infrastructure to extend from the meter to the Property and within the Property.
- (4) City shall provide one standard tap and one $\frac{3}{4}$ " or 1" meter under this Agreement.
- (5) Prior to connection of service Customer shall make payment in full. For existing tap, customer shall pay the amount of the connection fee and Capital Recover fee; for new tap, the amount of \$5,501.50 as itemized in **Exhibit "C"**.
- (6) Customer shall be billed monthly for service and shall pay the "outside of city limits" rate as prescribed in City Code Chapter 110 Article II, as same may be amended from time to time.

Part B. Delivery of Service.

- (1) Water will be delivered to Customer at the point of delivery as determined by City. Although City will consult with Customer as to the most mutually beneficial point of delivery, final determination shall be at the sole discretion of City.
- (2) City does not guarantee any minimum or maximum water pressure. Customer shall be solely responsible for the regulation of water pressure and assumes any and all liability as a result of insufficient or excess pressure, including any damages that results from such pressures.
- (3) CUSTOMER ACKNOWLEDGES THAT THE POINT OF DELIVERY SHALL BE FROM A HIGH-PRESSURE TRANSMISSION LINE AND AGREES THAT CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR

ANY AND ALL DAMAGES CAUSED BY HIGH WATER PRESSURE TO ITS SYSTEM OR TO ANY PERSONAL OR REAL PROPERTY OR ALL INJURIES CAUSED TO ANY PERSON; AND CUSTOMER AGREES TO TAKE ALL NECESSARY STEPS TO REDUCE WATER PRESSURE AFTER THE POINT OF DELIVERY TO ELIMINATE THE POTENTIAL FOR SUCH DAMAGE.

- (4) The quality of water to be supplied and delivered by the City at the Point of Delivery shall meet the quality criteria prescribed by federal or state law for public water supply and specifically satisfy the TCEQ Drinking Water Standards Governing Drinking Water Quality and Reporting Requirements for Public Water Systems, 30 Tex. Admin. Code Chapter 290, Subchapter F, as currently in effect or as may be amended or superseded from time to time. Purchaser has satisfied itself that such Water is suitable for its needs.
- (5) Delivery, volume, and pressure of potable water to Customer under this Agreement is subject to and limited by the City's available water supply and water system treatment and transportation capabilities. The City shall have the right to curtail or ration service to Customer in times of high system demand, or temporarily curtailed in the same manner and to the same extent that the City imposes such curtailment or water rationing on other out of city customers of the City; and to curtail water service in the event of a required maintenance operation, replacement of capital facilities, or emergency for a reasonable period necessary to complete such maintenance operations or capital replacement, effect emergency repairs, Forced Outage, Planned Outage or otherwise respond to emergency conditions.

C. General Provisions.

- (1) This Agreement shall expire and be of no further force or effect on or after 11:59 p.m. on December 31, 2034.
- (2) Notwithstanding the foregoing, this Agreement shall be void, and of no further effect, should customer fail to pay all monetary amounts due hereunder within thirty (30) days of execution of this Agreement; moreover, the City may suspend or terminate services provided pursuant to this agreement should customer fail to comply with any requirement of this Agreement, or otherwise imperil public health and safety, by unsafe or wasteful use of water provided pursuant hereunder.
- (3) Customer may not assign or transfer this Agreement or the benefits provided herein.
- (4) Water service provided under this Agreement may only be used at the Property to serve the domestic needs of Customer.

- (5) Customer acknowledges and agrees that part of the consideration for this agreement the provisions of this water tap shall satisfy all obligations of the City, if any, under any previous agreement, easements, or other instrumentality (hereinafter collectively "Instrument(s)"); customer shall not make any future claim for additional taps, water, or any other rights pursuant to any existing Instrument.
- (5) TO THE EXTENT ALLOWED BY LAW AND TEXAS CONSTITUTION, THE CUSTOMER FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS SUCCESSOR AND ASSIGNS FROM ANY AND ALL CLAIMS OF THIRD PARTIES ARISING OUT OF: (1) ANY DAMAGE TO PROPERTY OR PERSONS CAUSED BY HIGH WATER PRESSURE; AND (2) ANY WORK PERFORMED BY CUSTOMER (OR ITS EMPLOYEES OR CONTRACTORS) DURING THE DESIGN AND CONSTRUCTION OF INFRASTRUCTURE UP TO THE TIME OF ACCEPTANCE BY CITY .
- (6) Any notice, request, demand, report, certificate or other instrument which may be required or permitted to be furnished to or served upon the parties shall be deemed sufficiently given or furnished or served, if in writing, and deposited in the United States mail, registered or certified, return receipt requested, addressed to such party at the address set forth below:
- If to City: City of Burnet
 % City Manager
 PO BOX 1369
 1001 Buchanan Drive, Suite #4
 Burnet, Texas 78611
- If to Customer: Richard and Valerie Wendt
 205 Post Mountain Road
 Burnet, Texas 78611
- (7) If for any reason any one or more paragraphs of this Agreement are held legally invalid, such judgment shall not prejudice, affect, impair, or invalidate the remaining paragraphs of the Agreement as a whole, but shall be confined to the specific sections, clauses, or paragraphs of this contract held legally invalid.
- (8) The Effective Date of this Agreement shall be the date signed by the authorized representative of City.
- (9) By signing this Agreement, the Customer represents and warrants that it holds legal title and ownership to the Property.

ACCEPTED AND AGREED TO IN ALL THINGS:

CITY

CITY OF BURNET

By: _____
David Vaughn, City Manager

Date: _____
(Effective Date)

CUSTOMER

RICHARD WENDT

Date: _____

VALERIE WENDT

Date: _____

Exhibits “A”, “B” and “C” attached.

Exhibit “A”

Property Description



LINE	SEASON	DISTANCE
(1.1)	SEASON 1	1.15
(2.1)	SEASON 2	1.35
(3.1)	SEASON 3	1.55
(4.1)	SEASON 4	1.75
(5.1)	SEASON 5	1.95
(6.1)	SEASON 6	2.15
(7.1)	SEASON 7	2.35
(8.1)	SEASON 8	2.55
(9.1)	SEASON 9	2.75
(10.1)	SEASON 10	2.95
(11.1)	SEASON 11	3.15
(12.1)	SEASON 12	3.35
(13.1)	SEASON 13	3.55
(14.1)	SEASON 14	3.75
(15.1)	SEASON 15	3.95
(16.1)	SEASON 16	4.15
(17.1)	SEASON 17	4.35
(18.1)	SEASON 18	4.55
(19.1)	SEASON 19	4.75
(20.1)	SEASON 20	4.95
(21.1)	SEASON 21	5.15
(22.1)	SEASON 22	5.35
(23.1)	SEASON 23	5.55
(24.1)	SEASON 24	5.75
(25.1)	SEASON 25	5.95
(26.1)	SEASON 26	6.15
(27.1)	SEASON 27	6.35
(28.1)	SEASON 28	6.55
(29.1)	SEASON 29	6.75
(30.1)	SEASON 30	6.95
(31.1)	SEASON 31	7.15
(32.1)	SEASON 32	7.35
(33.1)	SEASON 33	7.55
(34.1)	SEASON 34	7.75
(35.1)	SEASON 35	7.95
(36.1)	SEASON 36	8.15
(37.1)	SEASON 37	8.35
(38.1)	SEASON 38	8.55
(39.1)	SEASON 39	8.75
(40.1)	SEASON 40	8.95
(41.1)	SEASON 41	9.15
(42.1)	SEASON 42	9.35
(43.1)	SEASON 43	9.55
(44.1)	SEASON 44	9.75
(45.1)	SEASON 45	9.95
(46.1)	SEASON 46	10.15
(47.1)	SEASON 47	10.35
(48.1)	SEASON 48	10.55
(49.1)	SEASON 49	10.75
(50.1)	SEASON 50	10.95
(51.1)	SEASON 51	11.15
(52.1)	SEASON 52	11.35
(53.1)	SEASON 53	11.55
(54.1)	SEASON 54	11.75
(55.1)	SEASON 55	11.95
(56.1)	SEASON 56	12.15
(57.1)	SEASON 57	12.35
(58.1)	SEASON 58	12.55
(59.1)	SEASON 59	12.75
(60.1)	SEASON 60	12.95
(61.1)	SEASON 61	13.15
(62.1)	SEASON 62	13.35
(63.1)	SEASON 63	13.55
(64.1)	SEASON 64	13.75
(65.1)	SEASON 65	13.95
(66.1)	SEASON 66	14.15
(67.1)	SEASON 67	14.35
(68.1)	SEASON 68	14.55
(69.1)	SEASON 69	14.75
(70.1)	SEASON 70	14.95
(71.1)	SEASON 71	15.15
(72.1)	SEASON 72	15.35
(73.1)	SEASON 73	15.55
(74.1)	SEASON 74	15.75
(75.1)	SEASON 75	15.95
(76.1)	SEASON 76	16.15
(77.1)	SEASON 77	16.35
(78.1)	SEASON 78	16.55
(79.1)	SEASON 79	16.75
(80.1)	SEASON 80	16.95
(81.1)	SEASON 81	17.15
(82.1)	SEASON 82	17.35
(83.1)	SEASON 83	17.55
(84.1)	SEASON 84	17.75
(85.1)	SEASON 85	17.95
(86.1)	SEASON 86	18.15
(87.1)	SEASON 87	18.35
(88.1)	SEASON 88	18.55
(89.1)	SEASON 89	18.75
(90.1)	SEASON 90	18.95
(91.1)	SEASON 91	19.15
(92.1)	SEASON 92	19.35
(93.1)	SEASON 93	19.55
(94.1)	SEASON 94	19.75
(95.1)	SEASON 95	19.95
(96.1)	SEASON 96	20.15
(97.1)	SEASON 97	20.35
(98.1)	SEASON 98	20.55
(99.1)	SEASON 99	20.75
(100.1)	SEASON 100	20.95

LEGEND

- [illegible]

Abstract:

1) SURFACE PROPERTY IS LOCATED WITHIN ZONE 2 (AREAS OUTSIDE THE 100 YR FLOOD) AS GRAPHICALLY DEMONSTRATED ON FEMA F.I.M., MAP NO. 48353C0475, EFFECTIVE 03/15/2012 AND MAP NO. 48033C0257, EFFECTIVE 03/15/2012.
2) BASIS OF GEORADARS ARE TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE.

LAND TITLE SURVEY

LOCAL ADDRESS: WILLIAMS ROAD, BURNET, TEXAS.

LEGAL DESCRIPTION: BEING A 50.155 ACRE TRACT OF LAND, OUT OF THE SHAWMPO FORK
IRON WORKS COMPANY SURVEY NO. 5, ACTRACT NO. 847, BURNETT COUNTY, TEXAS,
CONTAINING ALL OF A CALLED 25.133 ACRE TRACT OF LAND AS CONVEYED TO MICHAEL FRADER
FRATER IN DOCUMENT NO. 200708060 OF THE OFFICIAL PUBLIC RECORDS OF BURNETT COUNTY,
TEXAS, AND CONTAINING ALL OF A CALLED 11.767 ACRE TRACT AND CALLED
1.176 ACRE TRACT AS CONVEYED TO MARCELA FRADER AND MICHAEL FRADER IN
DOCUMENT 256666 OF THE OFFICIAL PUBLIC RECORDS OF BURNETT COUNTY, TEXAS,
SAY 50.155 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY SEPARATE METES
AND BOUNDS DESCRIPTION TO ACCOMPANY THIS SURVEY OF EVEN DATE.

TITLE COMMITMENT PREPARED BY: HIGHLAND LAKES TITLE

G.F. NO.: 20140100548-8U EFFECTIVE DATE: JANUARY 9, 2014 ISSUED: JANUARY 15, 2014

SCHEDULE "B" ITEMS PER THE ABOVE REFERENCED TITLE COMMITMENT THAT PERTAIN TO EASEMENTS AND SETBACK RESTRICTIONS ARE LISTED AND SUBJECT TO THE FOLLOWING:

RESTRICTIVE COVENANTS: 443/620 & 451/842 - R.P.R.B.C.
BLANKET TYPE EASEMENT TO L.C.R.A.: 3/157 - MISC. D.R.B.C.

BLANKET TYPE CASEWENT TO P.E.C.: 342/7 - O.R.R.C.
J64/457 - R.P.R.C. - DOES NOT AFFECT PROPOSED

164/405 - R.P.R.C. - DOES NOT AFFECT PROPERTY
164/415 - R.P.R.C. - SMOKE-OUT SURVIVOR

392/419 - R.F.R.C. - SHOWN ON SURVEY

102/512 - D.R.B.C. - NOT A SURVEY ISSUE

311/854 - D.R.B.C. - NOT A SURVEY ISSUE
CURRENT APPLICABLE BURNET COUNTY SUBDIVISION RE

2. HEREBY CERTIFY THAT THIS COMBOK WAS RECEIVED

AND WAS SURVEYED BY ME OR UNDER MY DIRECT

MINIMUM STANDARDS OF PRACTICE AS ESTABLISHED
BOARD OF PROFESSIONAL LAND SURVEYORS

K 9 5 3 3 3 3

APPROVED: [Signature] DATED: 1/31/15
 SPECIAL AGENT IN CHARGE

2004-10-11 14:05

PHOTO NO. 14035
PREPARED FOR: ALAN BLOMGREN & YUN HSU

TECH: C. CUPLIN
APPROVED: JC 01/24/94

3	EST	APPROVED: K. COPELAND
		FIELDWORK PERFORMED ON: 1/27/2014

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1932 WEST RR 1431
PO BOX 1095
KINGSLAND, TX. 78639
3125-388-3320 FAX 3125-388-3320
WWW.CUPLINASSOCIATES.COM

SCALE 1" = 300'

	2	
	5	
DATE	NO.	DESCRIPTION
REVISIONS		

U.	DESC
REVISIONS	

Exhibit "B"

Property Description

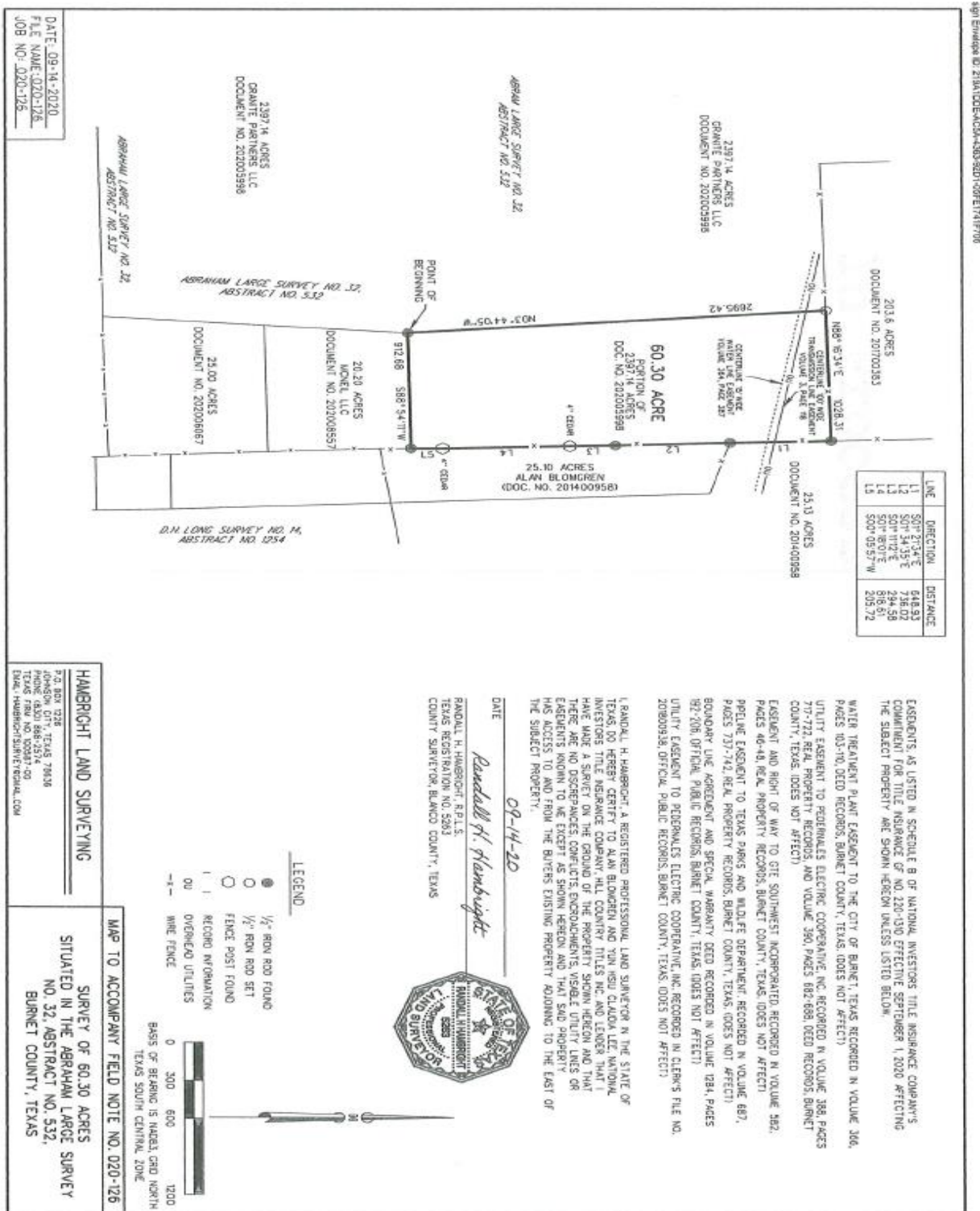


Exhibit "C"



Richard Water Taps

ACCOUNT TO CHARGE

DATE

8/25/2025

PROJECT

Richard Water Taps

PREPARED BY:

JT

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
2	16 X 1 TAP SADDLE - For DI	\$255.00	\$510.00
2	1" CORP STOP	\$100.95	\$201.90
50	1" POLY	\$0.65	\$32.50
2	1" CTS X ML ANGLE STOP	\$40.00	\$80.00
2	Single Meter Box	\$70.25	\$140.50
8	Hourly Technician	\$28.60	\$228.80
8	Hourly Technician	\$28.60	\$228.80
8	Hourly Crew Leader	\$31.25	\$250.00
1	8 Hour Service Truck	\$100.00	\$100.00
1	8 Hour Backhoe	\$270.00	\$270.00
1	8 Hour Dump Truck	\$320.00	\$320.00
12	Yards Sand	\$10.00	\$120.00
2	Impact fee	\$1,084.50	\$2,169.00
2	Connection Fee	\$425.00	\$850.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
		SUBTOTAL	\$5,501.50
		OTHER	
		TOTAL	\$5,501.50

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:

All quotes are good for 30 days



City Council
Regular Meeting

October 14, 2025

Water Tap Agreement

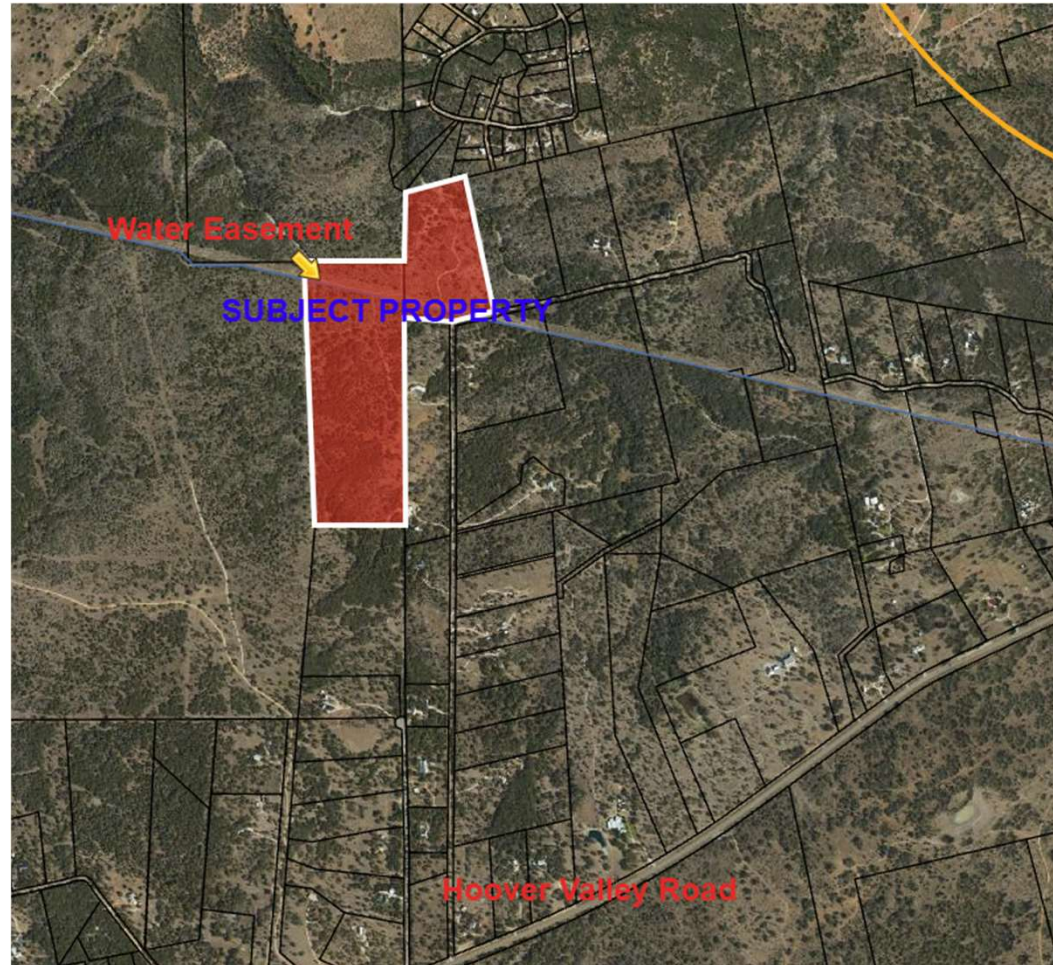
Discuss and consider action: Resolution No. R2025-76: L. Kimbler

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING THE PROVISION OF WATER TAPS AND METERS FOR TWO HOUSEHOLDS LOCATED OUTSIDE THE EXTRATERRITORIAL JURISDICTION AND AUTHORIZING THE MAYOR'S EXECUTION OF SAID INSTRUMENTS ON BEHALF OF THE CITY





Subject Property





Water Tap Agreement

- Tap and meter shall be sized to serve one household
- Tap only installed after payment of impact and meter fees
- Extension from the meter to the house at the landowner's expense
- Discloses the tap will be connected to high pressure line
- States that part of the consideration for this agreement, this tap shall satisfy all obligations of the City, if any, under any previous agreements, easements, or other instrumentality





Questions?

Recommendation

- Staff recommends approval of Resolution No. 2025-76 as presented.





Item Brief

Meeting Date

October 14, 2025

Agenda Item

Discuss and consider action: Appointment of Greg Jenkins as Commissioner to the Housing Authority Board of the City of Burnet: M. Gonzales

Information

Commissioner James Herbolt has submitted his resignation from the Housing Authority Board of the City of Burnet. In response, Billie Shelburn, Executive Director of the Burnet Housing Authority, has recommended the appointment of Greg Jenkins to fill the vacant position. Mr. Jenkins has agreed to serve for the remainder of the unexpired term, which is set to expire on July 1, 2027.

Fiscal Impact

None.

Recommendation

Staff recommends the appointment of Greg Jenkins to the Housing Authority Board of the City of Burnet to fulfill the vacant term through its expiration date.



Item Brief

Meeting Date

October 14, 2024

Agenda Item

Discuss and consider action: Resolution No. R2025-77: K. McBurnett

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BURNET AND BURNET COUNTY FOR THE PRODUCTION OF A “WELCOME TO BURNET” VIDEO BY HI-TOWN MEDIA; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

Information

The City of Burnet is developing a professionally produced 3-minute “Welcome to Burnet” video highlighting the character, beauty, and community spirit of Burnet. The project will be produced by Hi-Town Media, utilizing both archived and newly filmed footage to create a high-quality promotional video suitable for digital platforms and community presentations. A draft script for the video is attached.

The total project cost is \$5,000, to be shared equally between the City and Burnet County Tourism. The City’s contribution of \$2,500 will be funded from the General Fund.

Both entities will retain full and equal rights to use, share, and distribute the completed video for promotional and community purposes. While the City of Burnet will be the first community in Burnet County to produce a welcome video, the vision is to encourage other communities within Burnet County to eventually create similar videos.

Fiscal Impact

The City’s cost is \$2,500.

Recommendation

Staff recommends approval of Resolution No. R2025-77 as presented.

RESOLUTION NO. R2025-77

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BURNET AND BURNET COUNTY FOR THE PRODUCTION OF A “WELCOME TO BURNET” VIDEO BY HI-TOWN MEDIA; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Burnet wishes to create a professional “Welcome to Burnet” video to promote the community’s character, beauty, and quality of life; and

WHEREAS, Hi-Town Media will produce a three-minute video utilizing both existing archival footage and newly filmed material to showcase Burnet’s landmarks, businesses, and community spirit; and

WHEREAS, the total cost of the project is Five Thousand Dollars (\$5,000), with the City of Burnet and Burnet County Tourism each contributing Two Thousand Five Hundred Dollars (\$2,500); and

WHEREAS, both entities shall retain full and equal rights to use, share, and distribute the completed video for promotional and community purposes; and

WHEREAS, the City Council finds that participation in this project will promote community pride, enhance tourism, and support economic development efforts.

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

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

Section Two. Approval. The City Council hereby approves the Memorandum of Understanding between the City of Burnet and Burnet County for the production of the “Welcome to Burnet” video by Hi-Town Media..

Section Three. Authorization. The Mayor is hereby authorized to execute the Memorandum of Understanding and any necessary supporting documents to carry out this project.

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 14th day of October 2025.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary

MEMORANDUM OF UNDERSTANDING

Between the City of Burnet and Burnet County
For the Production of a “Welcome to Burnet” Video by Hi-Town Media

I. Purpose

This Memorandum of Understanding (MOU) is entered into by and between the City of Burnet (“City”) and Burnet County (“County”) for the shared funding of a “Welcome to Burnet” video produced by Hi-Town Media. The video will showcase the character, beauty, and spirit of Burnet through the use of existing archival footage and newly filmed scenes.

II. Scope of Work

Hi-Town Media will provide the following services:

- Use of archived Hi-Town Media footage highlighting Burnet landmarks, businesses, and community life.
- Additional on-location filming to capture updated scenes and perspectives.
- Collaborative planning with City of Burnet representatives to shape the story and visual approach.
- Professional editing, sound, and color grading to produce a polished final video.
- Delivery of a completed “Welcome to Burnet” video suitable for digital and public presentation.

III. Cost Sharing

- The total project cost is \$5,000.00.
- The City agrees to pay \$2,500.00 toward the total cost.
- The County agrees to pay \$2,500.00 toward the total cost.

IV. Ownership and Use

- Both the City and the County shall have full and equal rights to use, share, and distribute the completed video.
- The City intends to utilize the video on its website, social media platforms, and during the State of the Community event.
- The County shall have unrestricted use of the video for promotional and community purposes.

V. Term

This MOU shall become effective upon signature by both parties and shall remain in effect until completion and final delivery of the video project, unless extended or terminated by mutual written agreement.

VI. General Provisions

- This MOU represents the full understanding between the parties regarding this project.
- Any amendments must be made in writing and signed by both parties.

City of Burnet

By: _____

Name: Gary Wideman

Title: Mayor

Date: October 14, 2025

Burnet County

By: _____

Name: _____

Title: _____

Date: _____

Draft Sample Script

Hi y'all. I am thrilled that you've taken a moment to learn a little more about Burnet.

For over 140 years, we have been growing as a City at the gateway of the beautiful Hill Country. You may know us for hills, lakes, or rich history, but you'll discover something unexpected around every corner.

So while you're here, explore our golf course, visit our charming historic downtown, or take in a sunrise at a scenic overlook. You might even spend a Saturday evening at Jackson Street Jams, where neighbors become friends and great music is just the beginning.

And if you visit in the spring, you'll see what makes Burnet the Bluebonnet Capital of Texas- our roadsides come alive with color, blanketed in wildflowers that draw visitors from all over the state. There's nothing quite like a drive through the Hill Country with bluebonnets stretching as far as the eye can see.

We're proud of our schools, our parks, and our people. Whether it's a festival in the square, a youth football game at Wallace Riddell Park, or a quiet walk through Hamilton Creek, life in Burnet has a rhythm all its own.

We're a community that comes together- whether it's for a parade, a fundraiser, or just a good cup of coffee or a glass of wine.

And behind the scenes, none of it would be possible without the dedication of our City staff. From first responders and utility crews to parks teams, and everyone in between- these men and women work hard every day to keep Burnet running smoothly. They're the friendly faces, the steady hands, and the heart of our hometown. We're grateful for their service, and proud of the team that serves this community with pride and purpose.

So come see us. Stay a while. You might just find that Burnet feels a little like home.

CITY OF BURNET

Welcome to Burnet Video Project

City Council Regular Meeting
October 14, 2025

Discuss and consider action: Resolution No. R2025-77: K. McBurnett

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BURNET AND BURNET COUNTY FOR THE PRODUCTION OF A “WELCOME TO BURNET” VIDEO BY HI-TOWN MEDIA; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE



Bluebonnet Capital of Texas

CITY OF BURNET

Welcome to Burnet Video Project

- The proposed resolution shares the cost for a professionally produced 3-minute “Welcome to Burnet” video with Burnet County Tourism.
- The project will be produced by Hi-Town Media, utilizing both archived and newly filmed footage to create a high-quality promotional video.
- The video will highlight the character, beauty, and community spirit of Burnet.



Bluebonnet Capital of Texas

CITY OF BURNET

Welcome to Burnet Video Project

- Intended for
 - Websites and social media
 - State of the Community event
 - Community and tourism promotions
- Total Project Cost: \$5,000
 - City of Burnet: \$2,500 (General Fund)
 - Burnet County Tourism: \$2,500



Bluebonnet Capital of Texas

CITY OF BURNET

Welcome to Burnet Video Project

Any Questions?

Recommendation

- Staff recommends approval of Resolution No. R2025-77 as presented.



Bluebonnet Capital of Texas



Item Brief

Meeting Date

October 6, 2025

Agenda Item

Discuss and consider action: Approval of the donation of computer forensics equipment from Barry Greer to the Burnet Police Department: B. Lee

Information

The Burnet Police Department has been offered a donation of forensics equipment from Berry Greer, who no longer requires the system. The equipment was originally acquired through a federal training program focused on computer forensics and, in accordance with program guidelines, is now eligible for disposal. The National Computer Forensic Institute has reviewed and approved the donation.

This high-performance system is designed for digital forensic work and will significantly enhance Burnet PD's current phone forensic operations. It will also provide capacity for future expansion into broader computer forensics as the department's capabilities develop. The equipment has been professionally wiped and cleared, ensuring no residual data or evidentiary concerns.

Fiscal Impact

None.

Recommendation

Staff recommends approval of the donation by Barry Greer for the computer forensics equipment as presented.

COMPUTER FORENSICS EQUIPMENT

- Intel Core i9-7920X 3.4 GHz (Up to 5.6 GHz Max Turbo) 8 P-core & 12 E-core, 20-Core / 28 Thread Processor
- 64GB of DDR5 RAM 8 expandable slots
- One (1) 1TB SSD for the Operating System
- One (1) 1TB M.2 NVMe SSD for Temporary Files and Processing
- One (1) 10TB Hard Drives for Data Storage
- One (1) RTX 4060 with 8GB GDDR6 VRAM Graphics Processing Unit
- One (1) 2.5" Hot Swap Bay with Four (4) Removable Trays
- One (1) 3.5" Hot Swap Tray with Five (5) Removable Bays
- One (1) Blu-Ray 16x BD-R 4MB Cache SATA Blu-Ray Burner
- Front Panel Forensic Card Reader
- One (1) 4 Port USB 3.0 Hub
- One (1) 10 Port USB 2.0 Hub
- Tableau T3iu Forensic Bridge
- Tableau T356789iu Forensic Bridge
- One (1) 1200 Watt Power Supply Unit
- High End Whisper Quiet Fans throughout the Entire System (Hydraulic Fluid Ball Bearing rated at 300,000 hour lifespan)
- Microsoft Windows 11 Pro 64 Bit
- Three (3) Year Standard Warranty
- 3D Printed Mac Mini Holster Included
- Additional Specifications
- Size: 15"W x 19.06"x 20.06"D (381mm x 484mm x 510mm)
- Open 5.25" Bays = 10
- Fan size(s) = 120mm
- PCI Chassis Expansion Slots = 8
- Aluminum Thickness = 0.118" (or 3.00mm)
- Finish = Powder Coated Black with Black Appointments



Item Brief

Meeting Date

October 14, 2025

Agenda Item

Discuss and consider action: Resolution No. R2025-78: P. Langford

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE USE OF COUNCIL RESTRICTED FUNDS AS BUDGETED FOR FISCAL YEAR 2025-2026

Information

The City Council has restricted and authorized the investment of certain funds that may only be withdrawn by Council action expressly directing that such withdrawal be used to satisfy an authorized expenditure. This resolution, if approved by Council, would allow the withdrawal and use of restricted funds to satisfy the expenditures listed in Attachment A as approved in the 2025-2026 Budget.

Fiscal Impact

See Attachment A.

Recommendation

Staff recommends approval of Resolution No. R2025-78 as presented.

RESOLUTION NO. R2025-78

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET,
TEXAS AUTHORIZING THE USE OF COUNCIL RESTRICTED FUNDS AS
BUDGETED FOR FISCAL YEAR 2025-2026**

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

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

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

WHEREAS, the City Council has authorized the investment of funds into certain Restricted by Council accounts for future needs that require Council action expressly directing the withdrawal of the invested funds be used to satisfy an authorized expenditure.

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

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

Section Two. Approval. The Council does hereby approve the use of Restricted by Council funds for the authorized expenditures listed in Attachment A.

Section Three. Authorization. The City Manager and the Finance Director are authorized and directed to take those actions that are reasonably necessary to facilitate the purpose of this Resolution.

Section Four. Withdrawal. The Council does hereby direct that funds may be withdrawn from the Restricted by Council accounts without any further action by Council only if specifically used for the authorized expenditures listed in Attachment A.

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

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

PASSED AND APPROVED on this the 14th day of October 2025.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary

Attachment A - R2025-78

Restricted Account	Account Name	Authorized Expenditure	Amount
TexPool 2711100034	Arbitrage Earnings	Arbitrage expense	\$ 409,836
TexPool 2711100020	Street Rehab/Replacement Reserve	Street Capital Expendit	\$ 1,000,000
TexPool 2711100022	Electric Capital Improvement	Electric Department - Bucket Truck	\$ 300,000
TexPool 2711100022	Electric Capital Improvement	Resiliency Grant Costs (City's Share)	\$ 175,000
TexPool 2711100022	Electric Capital Improvement	Electric Department - Hand Tools and Safety Equipment	\$ 35,000
TexPool 2711100022	Electric Capital Improvement	Electric Department - Equipment for Creekfall Projects	\$ 35,000
FSB 62612	Creekfall Electric Infrastructure	Creekfall Offsite Improvement Costs	\$ 140,000
TexPool 2711100025	Impact Fees - Water	Valley Street Well Engineering/Eval Costs	\$ 700,000
TexPool 2711100019	Golf Course Capital Improvement Reserve	Golf - Land Acquisition Costs (above loan amount)	\$ 275,000
Loan In process	Loan In process	Golf - Loan Proceeds for Land Acquisition	\$ 500,000