



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

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

Tuesday, May 13, 2025 at 6:00 PM

Notice is hereby given that a **Regular City Council Meeting** will be held by the governing body of the City of Burnet on **Tuesday, May 13, 2025** at 6:00 PM in the City of Burnet Council Chambers located at 2402 S. Water Street (Hwy 281 South, Burnet Municipal Airport) Burnet, TX.

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

The following subjects will be discussed, to wit:

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

- 1. CALL TO ORDER:**
- 2. ROLL CALL:**
- 3. INVOCATION:**
- 4. PLEDGES (US & TEXAS):**
- 5. CANVASS ELECTION AND OATH OF OFFICE:**

1. Discuss and consider action: Resolution No. R2025-34: M. Gonzales

A RESOLUTION AND ORDER BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE CITY OF BURNET, MAY 3, 2025, GENERAL ELECTION

2. The Oath of Office will be administered to Gary Wideman, Mayor: M. Gonzales
3. The Oath of Office will be administered to Tres Clinton, Council Member: M. Gonzales
4. The Oath of Office will be administered to Joyce Laudenschlager, Council Member: M. Gonzales
5. The Oath of Office will be administered to Ricky Langley, Council Member: M. Gonzales

6. SPECIAL REPORTS/RECOGNITION:

1. Commemorative Air Force Report: CAF Col. Tim Reynolds
2. LACare Food Pantry 40th Anniversary Proclamation: Mayor Wideman

7. 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 April 22, 2025 Regular Meeting Minutes

8. PUBLIC HEARINGS/ACTION:

9. ACTION ITEMS:

1. Discuss and consider action: Burnet Economic Development Corporation Board appointments: M. Gonzales

2. Discuss and consider action: Resolution No. R2025-18: K. McBurnett

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE TERMINATION OF THE COMMERCIAL LEASE AGREEMENT FOR THE CURRENT CITY HALL AND AUTHORIZE THE MAYOR TO PROVIDE THE REQUIRED SIX-MONTH WRITTEN NOTICE

3. Discuss and consider action: Resolution No. R2025-37: K. McBurnett

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, ADOPTING CITY COUNCIL PRIORITIES AND PROVIDING FOR AN EFFECTIVE DATE

4. Discuss and consider action: Resolution No. R2025-38: E. Belaj

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, SELECTING THE PROPOSAL FOR WOOD STREET IMPROVEMENTS PROJECT UNDER REQUEST FOR PROPOSAL 2025-004; AWARDING A CONTRACT TO A SELECTED CONTRACTOR; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY

5. Discuss and consider action: Resolution No. R2025-33: D. Vaughn

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, IN OPPOSITION TO THE PROPOSED CONSTRUCTION AND OPERATION OF A NEW RAIL LINE BY TEXAS MATERIALS GROUP, INC.

6. Discuss and consider action: Purchase of three Knox MedVaults for the Fire Department: M. Ingram

7. Discuss and consider action: Ordinance No. 2025-20: P. Langford

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

8. Discuss and consider action: Resolution No. R2025-35: E. Belaj

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, SELECTING THE PROPOSAL FOR WOFFORD STREET WATERLINE PROJECT (TxCDBG – TDA CONTRACT NO. CDV23-0311) UNDER REQUEST FOR PROPOSAL 2025-002; AWARDING A CONTRACT TO A SELECTED CONTRACTOR; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY

9. Discuss and consider action: Resolution No. R2025-36: E. Belaj

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING A UTILITY OVERSIZING AGREEMENT WITH THE COMMERCIAL NATIONAL BANK OF BRADY AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY

10. EXECUTIVE SESSION:

11. RECONVENE TO REGULAR SESSION FOR POSSIBLE ACTION:

- 12. 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.

13. ADJOURN:

Dated this 9th day of May 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 May 9, 2025 at or before 6 o'clock p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

Leslie Kimbler, Asst. 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).



Item Brief

Meeting Date

May 13, 2025

Agenda Item

Discuss and consider action: Resolution No. R2025-34: M. Gonzales

A RESOLUTION AND ORDER BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE CITY OF BURNET, MAY 3, 2025, GENERAL ELECTION

Information

On May 3, 2025, a General Election was held for the City of Burnet to elect one Mayor and three Council Members. A total of 312 votes were cast in the mayoral election and 645 votes were cast in the council election.

Qualified candidates for the May 3, 2025 General Election to fill one mayoral position were as follows:

Anthony Francisco
Gary Wideman
Cliff Hirneisen

Anthony Francisco received 125 votes, Gary Wideman received 174 votes, and Cliff Hirneisen received 13 votes. Gary Wideman will fill the one mayoral position for a term of two years ending in May 2027.

Qualified candidates for the May 3, 2025 General Election to fill three Council Member positions were as follows:

Ricky Langley
Joyce Laudenschlager
Tres Clinton
Dennis Langley

Ricky Langley received 156 votes, Joyce Laudenschlager received 179 votes, Dennis Langley received 114 votes, and Tres Clinton received 196. Ricky Langley, Joyce

Laudenschlager, and Tres Clinton will fill the three council positions for a term of two years ending in May 2027.

Fiscal Impact

None.

Recommendation

Staff recommends approval of Resolution No. R2025-34 as presented.

RESOLUTION NO. R2025-34**RESOLUTION AND ORDER BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE CITY OF BURNET, MAY 3, 2025, GENERAL ELECTION**

WHEREAS, in accordance with State Law and the Home Rule Charter of the City of Burnet, an election was held on May 3, 2025 for the purpose of electing one (1) Mayor and three (3) City Council Members; and

WHEREAS, the City Secretary has certified that Anthony Francisco, Gary Wideman, and Cliff Hirneisen applied to be on the ballot for the office of Mayor; and

WHEREAS, the City Secretary has certified that Ricky Langley, Joyce Laudenschlager, Tres Clinton, and Dennis Langley applied to be on the ballot for the office of City Council Member; and

WHEREAS, the City Council has reviewed and investigated all matters pertaining to this election, to include the ordering, notices, election officers, holding and returns thereof; and

WHEREAS, appearing from said returns, votes duly and legally made, that there were cast at said election 312 valid and legal votes in the mayoral election and 645 valid and legal votes in the council election; and

WHEREAS, the returns of said election having been duly canvassed by the City Council, and there being cast at said election of a total of 312 votes in the mayoral election and 645 votes in the council election, and each of the candidates in said election having received the following votes, to wit:

POSITION OF Mayor (1 for Full Term)

CANDIDATE	ABSENTEE	EARLY	MAY 3rd	TOTAL
Anthony Francisco	2	60	63	125
Gary Wideman	5	122	47	174
Cliff Hirneisen	0	8	5	13

POSITION OF COUNCIL MEMBER (3 for Full Term)

CANDIDATE	ABSENTEE	EARLY	MAY 3rd	TOTAL
Ricky Langley	2	109	45	156
Joyce Laudenschlager	5	107	67	179
Tres Clinton	3	112	81	196
Dennis Langley	2	74	38	114

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

Section One. The City Council officially finds, determines, and declares that the election was duly and properly ordered, that proper legal notice of such election was duly given in the English language and the Spanish language, that proper election officers were duly appointed prior to the election, that the election was duly and legally held, that all resident qualified electors of the City were permitted to vote at the election and due returns of the results of the election had been made and delivered, and that the City of Burnet has duly canvassed such returns, all in accordance with the laws of the State of Texas and of the United States of America and the Resolution R2025-02 calling the election.

Section Two. The election was duly called; that notice of said election was given in accordance with law; and Gary Wideman was duly elected Mayor for a term of two years; and Ricky Langley, Joyce Laudenschlager, and Tres Clinton were duly elected Council Members for a term of two years. Each of the said above named parties are hereby declared duly elected to said office, subject to the taking of their oaths of office as provided by the laws of the State of Texas and the City of Burnet, Texas.

Section Three. It is hereby officially found and determined that the meeting at which this resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapter §551, Tex. Gov't. Code*, having been posted and remaining posted continuously for at least 72 hours preceding the date of this meeting.

Passed and approved on this the 13th day of May 2025.

City of Burnet

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary

ITEM 5-1.

et Official Report

Election Results

Run Time

12:19 PM

Run Date

05/12/2025

Burnet County, Texas

Local Elections

5/3/2025

Page 1

Official Results

Registered Voters

319 of 4135 = 7.71%

Polling Places Reporting

9 of 9 = 100.00%

GENERAL ELECTION CITY OF BURNET MAYOR - Vote for none, or one.

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Anthony Francisco		2	28.57%	60	31.58%	63	54.78%	125	40.06%
Gary Wideman		5	71.43%	122	64.21%	47	40.87%	174	55.77%
Cliff Hirneisen		0	0.00%	8	4.21%	5	4.35%	13	4.17%
Cast Votes:		7	100.00%	190	100.00%	115	100.00%	312	100.00%
Undervotes:		0		5		2		7	
Overvotes:		0		0		0		0	

CITY OF BURNET COUNCIL MEMBERS - Vote for none, one, two or three.

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Ricky Langley		2	16.67%	109	27.11%	45	19.48%	156	24.19%
Joyce Laudenschlager		5	41.67%	107	26.62%	67	29.00%	179	27.75%
Dennis Langley		2	16.67%	74	18.41%	38	16.45%	114	17.67%
Tres Clinton		3	25.00%	112	27.86%	81	35.06%	196	30.39%
Cast Votes:		12	100.00%	402	100.00%	231	100.00%	645	100.00%
Undervotes:		9		183		120		312	
Overvotes:		0		0		0		0	

*** End of report ***



COMMEMORATIVE AIR FORCE

May 2025



Highland Lakes Squadron
CAF Col Tim Reynolds, Squadron Leader

Keep 'em flying!



OUR HISTORIC AIRCRAFT

Museum Attendance August 2024 to April 2025

	<u>Adult</u>	<u>Senior</u>	<u>Child</u>	<u>Comp</u>
August	93	55	18	28
September	60	32	9	22
October	58	36	7	16
November	70	32	22	12
December	57	31	6	19
January 25	52	40	6	37
February 25	37	31	2	14
March 25.	75.	97	15	24
April 25	37	55	109	14
	=====	=====	=====	=====
Totals: (1,328)	539	409	194	186



PANCAKE BREAKFAST AND FLY-IN

CAF Hangar, 2402 S Water St, Burnet, TX



Aug 17, 2024

9:00 am to 11:30 am

Half-price Museum Admission!



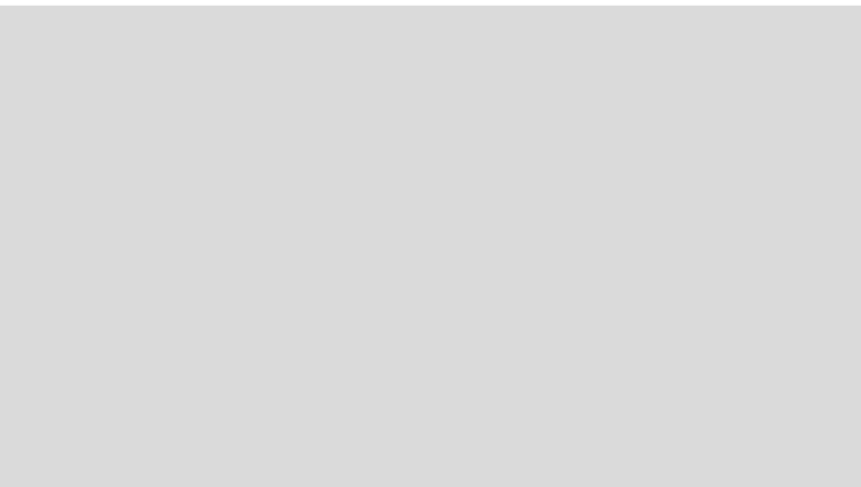


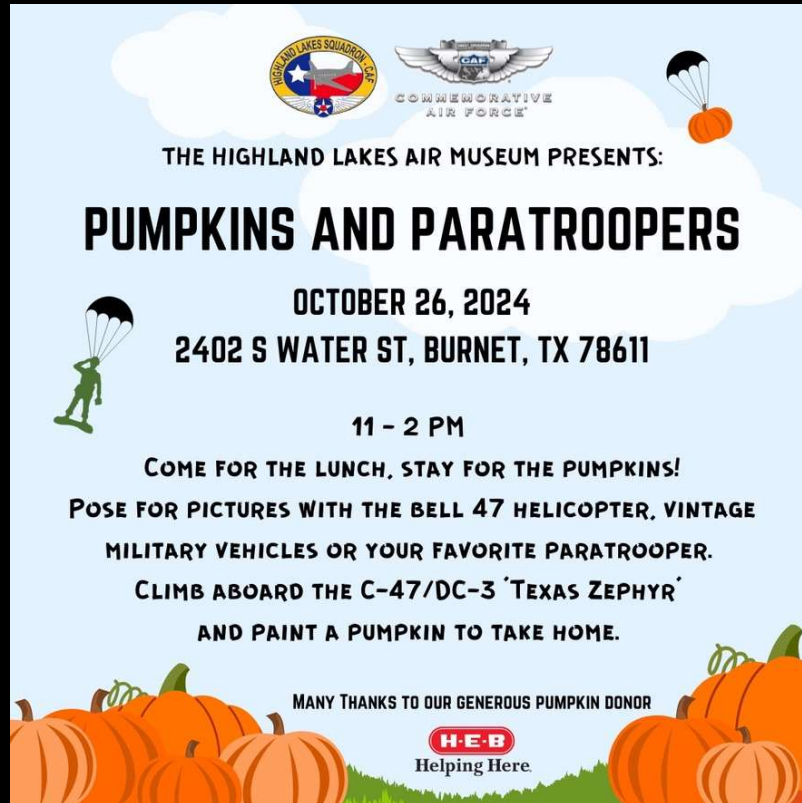


99^s 95th
WOMEN PILOTS
ANNIVERSARY
CELEBRATION
WITH HIGHLAND LAKES CAF

COMMEMORATIVE AIR FORCE
OPEN TO THE PUBLIC
STATIC AIRCRAFT DISPLAYS
LEARN THE PATHS TO
BECOME A PILOT
HAMBURGERS & HOT DOGS
NOVEMBER 2ND, 2024
11 AM - 2 PM
2402 S WATER ST,
BURNET, TX 78611

HIGHLAND LAKES SQUADRON - CAF





The poster is set against a light blue sky with white clouds. At the top, there are three logos: the Highland Lakes Squadron 105 emblem, the Commemorative Air Force logo, and a small illustration of a paratrooper with a pumpkin. The main title "PUMPKINS AND PARATROOPERS" is in large, bold, black letters. Below it, the date "OCTOBER 26, 2024" and location "2402 S WATER ST, BURNET, TX 78611" are listed. To the left of the date is a small green paratrooper icon. The time "11 - 2 PM" is centered. The event details are listed in all caps: "COME FOR THE LUNCH, STAY FOR THE PUMPKINS!", "POSE FOR PICTURES WITH THE BELL 47 HELICOPTER, VINTAGE MILITARY VEHICLES OR YOUR FAVORITE PARATROOPER.", "CLIMB ABOARD THE C-47/DC-3 'TEXAS ZEPHYR'", and "AND PAINT A PUMPKIN TO TAKE HOME." At the bottom, there is a row of orange pumpkins on a green grassy field. Above the pumpkins, it says "MANY THANKS TO OUR GENEROUS PUMPKIN DONOR" and the H-E-B logo with the tagline "Helping Here."

THE HIGHLAND LAKES AIR MUSEUM PRESENTS:

PUMPKINS AND PARATROOPERS

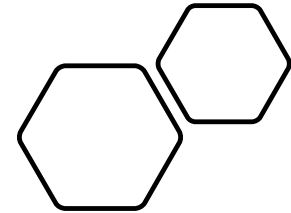
OCTOBER 26, 2024
2402 S WATER ST, BURNET, TX 78611

11 - 2 PM

COME FOR THE LUNCH, STAY FOR THE PUMPKINS!
POSE FOR PICTURES WITH THE BELL 47 HELICOPTER, VINTAGE
MILITARY VEHICLES OR YOUR FAVORITE PARATROOPER.
CLIMB ABOARD THE C-47/DC-3 'TEXAS ZEPHYR'
AND PAINT A PUMPKIN TO TAKE HOME.

MANY THANKS TO OUR GENEROUS PUMPKIN DONOR

H-E-B
Helping Here.









Llano's Wine, Wings and Wheels Airshow, 9 Nov 2024



Happy 249th Birthday!
9 Nov 2024

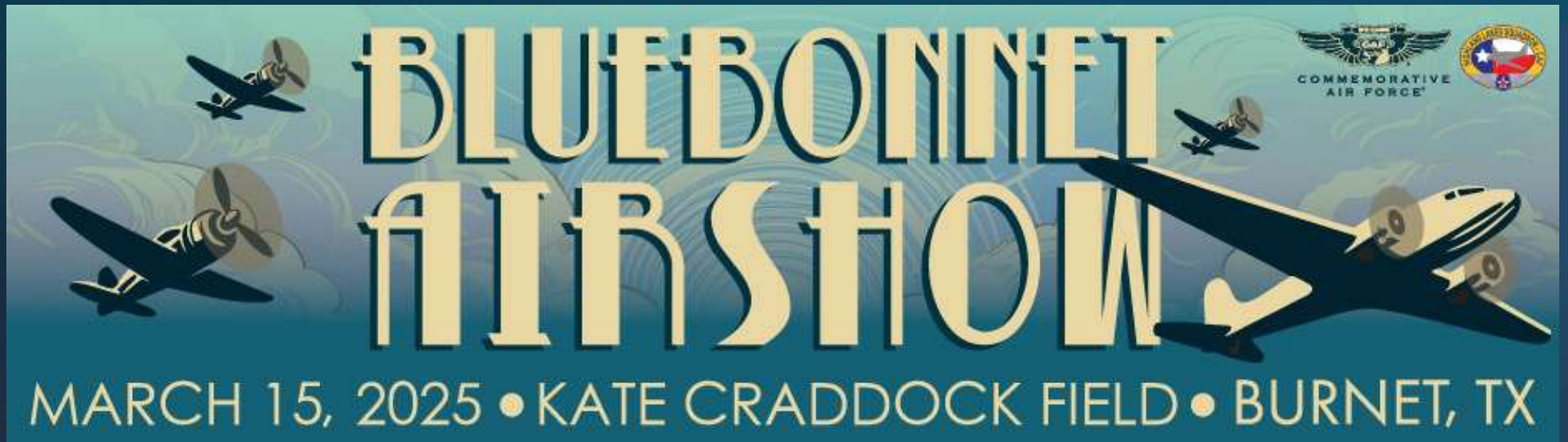
Friends of the Herman Brown Free Library Hangar Dance, 7 Dec 2024



Santa and the C-47



**Friday December 13th 5:30pm—7:30pm
Burnet Municipal Airport**













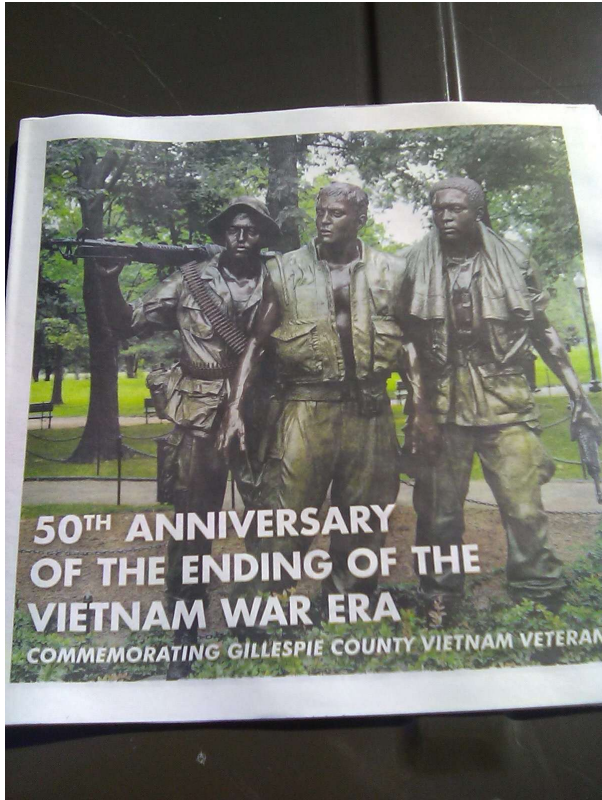






**Speaker: Col. Tom Norris,
USAF (Ret).
POW
2-Air Medal**

**50th Anniversary of the ending of the Vietnam
War 1955-1975
Gillespie Co. Airport.
3 May 25.**





Proclamation

OF THE MAYOR AND CITY COUNCIL FOR THE CITY OF BURNET

Whereas, Lakes Area Care, Inc. (LACare) was established June 3, 1985 as a ministry of Christian care and concern providing emergency food and more for families and individuals residing in the Burnet Consolidated School District; and

Whereas, LACare is committed to improving lives through food assistance, nutrition education, and access to community services; and

Whereas, LACare is possible because of a group of dedicated volunteers who donate their time; and

Whereas, LACare is supported by local churches, organizations, and community members who want to help reduce hunger; and

Whereas, LACare has served the residents in the Burnet area with love, kindness, and an attentiveness to the changing needs of the people for 40 years; and

Whereas, LACare served 5,057 families with 14,839 individuals in 2024. From January through March 2025 LACare has served 1,405 families and 4,075 individuals.

Now, therefore, be it proclaimed, that I, Gary Wideman, Mayor of the City of Burnet on behalf of the City Council, of the City of Burnet, Texas, do hereby declare June 21, 2025 is commemorated and recognized as the 40th anniversary celebration of the establishment of



LACare Food Pantry

in the City of Burnet.

In witness thereof, I hereunto set my hand and caused the seal of the City of Burnet to be affixed this 27th day of May 2025.

Mayor Gary Wideman

LACARE FOOD PANTRY CELEBRATES 40TH ANNIVERSARY

LACare began with an \$800.00 donation from the Highland Lakes Ministerial Alliance which consisted of five area churches: First Christian, St. Paul's Episcopal, Christ is the Light Fellowship, Burnet Presbyterian, and First United Methodist. The Old Masonic Lodge, 313 S. Main Street in Burnet, offered a room, 2 shelves, 1 desk and 2 chairs, and on June 3, 1985, LACare officially opened. The founders of LACare were Father Jim Wooldridge of St. Paul's Episcopal Church and Reverend Robert (Bob) Howard of First Christian Church. The first President was Bill Goble.

Other churches were encouraged to join with LACare and soon Our Mother of Sorrows Catholic Church and First Lutheran were on board. The goal was and continues to be to attempt to meet these basic human needs in our area: food and transient assistance. The hope was that in pooling the church's resources, LACare would be able to meet the needs of more Burnet residents. Donations of food and cash were brought directly to LACare as well as donations of time and talent. The pantry was open Monday, Wednesday, and Friday from 10:00 AM to 2:00 PM most weeks. By July, 1985, 20 families representing 59 people had been served and by Christmas, a Share A Toy Drive was successful in providing a merry Christmas to needy children in the area.

Between 1986 and 1995, LACare moved twice before finally settling in a trailer on property generously donated by Our Mother of Sorrows. As the needs of the community grew, more and more churches, civic organizations and schools participated with food drives and monetary donations. Radio and television stations and USPS also sponsor food and toy drives that benefit LACare. Ms. Lottie McCorkle was hired in 2003 as Director of the growing pantry. In 2005, the present building was completed, a far cry from 2 shelves and a desk!

Currently, LACare is open three days per week: 2-6 PM on Mondays, and 10-2 on Wednesdays and Fridays. It has entered the electronic age with digital client files. There are approximately 60 volunteers serving over 1000 individuals each month. Food is still donated by the community and supplemented with purchases from the Capital Area Food Bank, HEB and Sysco. Beginning in 2024, clients shop the shelves and choose their own groceries, bread, and produce with guidance from the volunteers.

For 40 years, LACare has served the residents in the Burnet area with love, kindness, and an attentiveness to the changing needs of the people. The 40th Anniversary will be celebrated on Saturday, June 21 with an Open House from 2:00 to 4:00 PM at the LACare Food Pantry located on the West side of Our Mother of Sorrows Catholic church parking lot. The public is invited to tour the facility and enjoy light refreshments.

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

On this the 22nd day of April 2025, the City Council of the City of Burnet convened in Regular Session, at 6:00 p.m. in the City of Burnet Council Chambers, located at 2402 S. Water, Burnet, TX thereof with the following members present, to-wit:

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

Guests: Haley Archer, Eric Belaj, Jessi Carpenter, Jill Disler, Jonathan Forsyth, Veronica Hernandez, Patricia Langford, Brian Lee, Keith McBurnett, Tony Nash, Heather Sutton, Jacob Thomas, Monte Andrews, Mike Janto, Alex S. Orosco, Violet Orosco, Sherry Morrey, Doug Shifflett, Denise Sellers, Maureen Andrews, Glenn Patterson

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

INVOCATION: Led by Mayor Wideman

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

Special Reports/Recognition

5.1) Patrick M. Goble Post 974 of the American Legion: Mike Janto - Post 974 Judge Advocate: Mike Janto, Post 974 Judge Advocate, introduced the Patrick M. Goble Post 974 of the American Legion. Representing the group, member Monte Andrews, spoke on the Legion's mission and highlighted several of its ongoing outreach initiatives. He emphasized the group's steadfast commitment to serving veterans and supporting their needs within the community. As part of their upcoming activities, Post 974 will honor deceased service members by placing American flags at their gravesites.

5.2) Chamber of Commerce Quarterly Report: A. McKee: Allison McKee, Director of the Chamber of Commerce, presented an update to the Council regarding recent Chamber activities. She provided an overview of new members and highlighted various programs the Chamber has recently organized, including luncheons and ribbon-cutting ceremonies. Ms. McKee also reported that the annual Bluebonnet Festival was deemed a success, despite several changes implemented this year. Preliminary attendance figures indicate a higher turnout compared to previous years.

5.3) Municipal Court Quarterly Report: H. Sutton: Heather Sutton, Court Administrator, presented the quarterly report for the Municipal Court. She provided total case figures along with a detailed breakdown by case type. Mrs. Sutton also gave an update on cases currently in collection, noting that 1,052 cases are in active collection status. Thanks to the efforts of a newly engaged collection agency, the Court has recently recovered \$4,500. Additionally, the Municipal Court completed a traffic safety coloring contest in partnership with Burnet Consolidated Independent School District (BCISD) and launched the RED Program in the Burnet area. In recognition of these initiatives, the

Burnet Municipal Court was honored with the 2025 Municipal Traffic Safety Award at a recent conference.

5.4) Monthly Financial Report: P. Langford: Patricia Langford, Finance Director, provided a financial update indicating that the City of Burnet's General Fund remains in a strong position. Property tax collections are exceeding projections, and sales tax revenues have shown an strong upward trend. Mrs. Langford also reviewed the performance of individual departments. EMS transports have decreased compared to last year, while green fee rounds at the golf course have reached an all-time high. The Electric Department continues to outperform last year's sales, as does the Water Department. As of the report, the City's "Unrestricted" cash balance over the 90-day reserve stands at \$4,201,201, while the "Restricted by Council" fund holds a balance of \$5,136,108.

CONSENT AGENDA:

6.1) Approval of the April 8, 2025 Council Workshop Minutes

Approval of the April 8, 2025 Regular Council Meeting Minutes

Council Member Ricky Langley moved to approve the consent agenda as presented. Council Member Philip Thurman seconded the motion. The motion passed unanimously.

PUBLIC HEARINGS/ACTION:

7.1) Public hearing and action: Ordinance No. 2025-18: L. Kimbler

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, PROVIDING FOR THE VOLUNTARY EXTENSION OF THE CITY LIMITS OF THE CITY OF BURNET, TEXAS BY THE ANNEXATION OF CERTAIN CITY OWNED LAND LOCATED NEAR THE EASTERN TERMINUS OF WOFFORD DRIVE; AMENDING THE OFFICIAL CITY LIMITS MAP OF THE CITY OF BURNET TO REFLECT THE VOLUNTARY ANNEXATION OF THE AREA DESCRIBED HEREIN; AND PRESCRIBING AN EFFECTIVE DATE

Mayor Wideman opened the public hearing at 6:27 p.m., and there being no one wishing to speak, the public hearing was closed at 6:27 p.m.

Council Member Tommy Gaut made a motion to approve Ordinance No. 2025-18 as presented. Council Member Philip Thurman seconded the motion. The motion passed unanimously.

ACTION ITEMS:

8.1) Discuss and consider action: Resolution No. R2025-29: L. Kimbler

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING AN EXCEPTION TO THE CODE OF ORDINANCES, SECTION 118-62 – LANDSCAPING, FOR THE CASEY'S GAS STATION TO BE LOCATED AT 404 NORTH WATER STREET

Council Member Ricky Langley made a motion to approve and authorize Resolution No. R2025-29 as presented. Council Member Tommy Gaut seconded the motion. The motion passed unanimously.

8.2) Discuss and consider action: Resolution No. R2025-30: L. Kimbler

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE PAYMENT OF A FEE IN LIEU OF TREE PRESERVATION/MITIGATION FOR DELAWARE SPRINGS SUBDIVISION, SECTION 25

Council Member Philip Thurman made a motion to approve Resolution No. R2025-30 as presented. Council Member Tommy Gaut seconded the motion. The motion passed unanimously.

8.3) Discuss and consider action: Resolution No. R2025-31: L. Kimbler

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE RELEASE AND TERMINATION OF A WASTEWATER UTILITY EASEMENT RECORDED IN VOLUME 3, PAGES 77 & 78 OF THE PUBLIC RECORDS OF THE COUNTY CLERK OF BURNET COUNTY, TEXAS

Council Member Tommy Gaut made a motion to approve Resolution No. R2025-31 as presented. Council Member Philip Thurman seconded the motion. The motion passed unanimously.

8.4) Discuss and consider action: Appointment of members to the City of Burnet Planning and Zoning Commission: L. Kimbler

Council Member Ricky Langley made a motion to approve and appoint Dan Stewart and Dwayne Tuttle as members of the City of Burnet Planning and Zoning Commission to be effective immediately. Council Member Tommy Gaut seconded the motion. The motion passed unanimously.

8.5) Discuss and consider action: Resolution No. R2025-32: D. Vaughn

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE FIRST AMENDMENT TO THE BYLAWS OF THE BURNET ECONOMIC DEVELOPMENT CORPORATION; PROVIDING FOR AN EFFECTIVE DATE

Mayor Gary Wideman made a motion to approve Resolution No. R2025-32 as presented. Council Member Ricky Langley seconded the motion. The motion passed unanimously.

8.6) Discuss and consider action: Second Amendment to Conference Center HOT Funding Agreement between the City of Burnet and TEKMAK Burnet QOZB Hotel, LP: D. Vaughn

Council Member Tommy Gaut made a motion to approve the Second Amendment to Conference Center HOT Funding Agreement between the City of Burnet and TEKMAK Burnet QOZB Hotel, LP as presented. Council Member Philip Thurman seconded the motion. The motion passed unanimously.

8.7) Discuss and consider action: Purchase of a new wide-area mower for Delaware Springs Golf Course: T. Nash

Council Member Philip Thurman made a motion to approve the purchase of a John Deere 1600 Turbo TerrainCut Commercial Wide-Area Mower as presented. Council Member Tommy Gaut

seconded the motion. The motion passed unanimously.

8.8) Discuss and consider action: Ordinance No. 2025-19: 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 Philip Thurman made a motion to approve Ordinance No. 2025-19 as presented. Council Member Tommy Gaut seconded the motion. The motion passed unanimously.

8.9) Discuss and consider action: Purchase of a 2025 John Deere 5075E Cab Utility Tractor with loader attachment: T. Mercer

Council Member Ricky Langley made a motion to approve the purchase of a 2025 John Deere 5075E Cab Utility Tractor with loader attachment as presented. Council Member Tommy Gaut seconded the motion. The motion passed unanimously.

8.10) Discuss and consider action: Resolution No. R2025-28: E. Belaj

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, SELECTING A PROPOSAL UNDER REQUEST FOR PROPOSAL 2025-003; AWARDING A CONTRACT TO SAID PROPOSER AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY

Council Member Philip Thurman made a motion to approve Resolution No. R2025-28 as presented. Council Member Gary Wideman seconded the motion. The motion passed unanimously.

EXECUTIVE SESSION:

None.

RECONVENE TO REGULAR SESSION FOR POSSIBLE ACTION:

None.

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

None.

ADJOURN: There being no further business, a motion to adjourn was made by Mayor Gary Wideman at 6:58 p.m. and seconded by Council Member Philip Thurman. The motion passed unanimously.

ATTEST:

Gary Wideman, Mayor

Maria Gonzales, City Secretary



Item Brief

Meeting Date

May 13, 2025

Agenda Item

Discuss and consider action: Burnet Economic Development Corporation Board appointments: M. Gonzales

Information

The Bylaws of the Burnet Economic Development Corporation (BEDC) state that the Board of Directors will consist of seven (7) members, of which not more than four (4) Directors shall be an employee, officer, or member of the governing body of the City of Burnet. Each Director shall be designated as Director 1 through 7. The terms of Directors 1, 2, 3, and 4 shall expire on June 30th of odd-numbered years, while the terms of Directors 5, 6, and 7 shall expire on June 30th of even-numbered years.

The BEDC currently has two at-large Director positions whose terms will expire in June 2025. Director 1, currently held by Cary Johnson, expires in June 2025. Mr. Johnson has elected not to seek reappointment. The term for Director 2, held by Joshua Milam, is set to expire in June 2025. Mr. Milam has requested to be considered for reappointment. Additionally, Director 3 and 4, are city-related positions that expire in June and are held by Councilmember Ricky Langley and City Manager David Vaughn. Both have expressed an interest in being reappointed. The BEDC Application Review Committee, consisting of Board Members Philip Thurman, Ricky Langley and David Vaughn have reviewed the application and have made the recommendation below.

Fiscal Impact

None.

Recommendation

The BEDC Application Review Committee recommends the appointment of Matt Kelley to Director 1, reappointment of Joshua Milam to Director 2, Ricky Langley to Director 3, and David Vaughn to Director 4, to serve on the Burnet Economic Development Corporation with an effective date of July 1, 2025.



Item Brief

Meeting Date

May 13, 2025

Agenda Item

Discuss and consider action: Resolution No. R2025-18: K. McBurnett

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE TERMINATION OF THE COMMERCIAL LEASE AGREEMENT FOR THE CURRENT CITY HALL AND AUTHORIZE THE MAYOR TO PROVIDE THE REQUIRED SIX-MONTH WRITTEN NOTICE

Information

The City of Burnet currently leases office space for City Hall at 1001 Buchanan Drive, Suites 4, 5, and 6, under a Commercial Lease Agreement with Danforth Holdings, Ltd., which began on June 1, 2019.

The lease was extended twice—first by the First Amendment (April 12, 2022) and later by the Second Amendment (December 12, 2023)—granting the City the right to terminate the lease without cause on or after June 30, 2025, with six months' prior written notice.

The new City Hall, located at 301 East Jackson Street, is currently under construction, and the City is preparing for the transition to the new facility.

This Resolution formally authorizes the Mayor to exercise the City's right to terminate the lease by providing the required six-month notice to the landlord with an effective termination date of November 30, 2025. This ensures a smooth transition to the new City Hall facility while maintaining continuity of City operations.

Fiscal Impact

The monthly rent payment of \$4,781.48 would discontinue as of November 30, 2025.

Recommendation

Staff recommends approval of Resolution No. R2025-18 as presented.

RESOLUTION NO. R2025-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE TERMINATION OF THE COMMERCIAL LEASE AGREEMENT FOR THE CURRENT CITY HALL AND AUTHORIZE THE MAYOR TO PROVIDE THE REQUIRED SIX-MONTH WRITTEN NOTICE

WHEREAS, the City of Burnet (the "City") entered into a Commercial Lease Agreement with Danforth Holdings, Ltd. for the lease of premises located at 1001 Buchanan Drive, Suites 4, 5, and 6, Burnet, Texas (the "Leased Premises"), effective June 1, 2019; and

WHEREAS, the City and Landlord executed a First Amendment to extend the lease term on April 12, 2022, and a Second Amendment on December 12, 2023, which provides the City with the right to terminate the lease without cause, effective on or after June 30, 2025, with six months' prior written notice to the Landlord; and

WHEREAS, the new City Hall, located at 301 East Jackson Street, Burnet, Texas, is under construction and the City is preparing for relocation; and

WHEREAS, the City Council finds it in the best interest of the City to exercise its right to terminate the lease agreement for the current City Hall to provide an appropriate transition period for the move to the new facility.

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 of the City of Burnet hereby approves the termination of the Commercial Lease Agreement for the current City Hall at 1001 Buchanan Drive with an effective termination date of November 30, 2025.

Section Three. Authorization. The Mayor is authorized to execute any and all documents to effectuate the intent 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 13th day of May 2025.

CITY OF BURNET, TEXAS

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

May 13, 2025

Danforth Holdings, Ltd.
c/o Donald Danforth, President
720 Bell Springs Rd.
Dripping Springs, Texas 78620

Subject: Notice of Lease Termination

Dear Mr. Danforth,

Pursuant to Section 1 of the Second Amendment to Commercial Lease Agreement between City of Burnet ("Tenant") and Danforth Holdings, Ltd. ("Landlord"), this letter serves as formal written notice of termination of the lease agreement for the premises located at 1001 Buchanan Drive, Suites 4, 5, and 6, Burnet, Texas.

Per the terms of the agreement, Tenant has the right to terminate the lease without cause, effective on or after June 30, 2025, provided that six months' prior written notice is given. Accordingly, this notice confirms that the lease will terminate effective November 30, 2025.

We appreciate your cooperation throughout the lease term and look forward to ensuring a smooth transition. Should you require any further information, please contact David Vaughn at 512-756-6093.

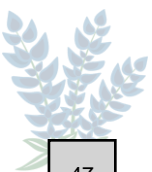
Sincerely,

City of Burnet

By: _____
Gary Wideman, Mayor

Attest:

By: _____
Maria Gonzales, City Secretary





**City Council
Regular Meeting
April 22, 2025**

City Hall Lease Termination

Discuss and consider action: Resolution No. R2025-18: K. McBurnett

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE TERMINATION OF THE COMMERCIAL LEASE AGREEMENT FOR THE CURRENT CITY HALL AND AUTHORIZE THE MAYOR TO PROVIDE THE REQUIRED SIX-MONTH WRITTEN NOTICE



City Hall Lease Termination

- The City of Burnet currently leases office space for City Hall at 1001 Buchanan Drive, Suites 4, 5, and 6, under a Commercial Lease Agreement with Danforth Holdings, Ltd., which began on June 1, 2019.
- The City is granted the right to terminate the lease without cause on or after June 30, 2025, with six months' prior written notice.



City Hall Lease Termination

- This Resolution formally authorizes the Mayor to exercise the City's right to terminate the lease by providing the required six-month notice to the landlord with an effective termination date of November 30, 2025.
- This ensures a smooth transition to the new City Hall facility while maintaining continuity of City operations.



Questions?

Recommendation

- Staff recommends approval of Resolution No. 2025-18 as presented.



Item Brief

Meeting Date

May 13, 2025

Agenda Item

Discuss and consider action: Resolution No. R2025-37: K. McBurnett

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, ADOPTING CITY COUNCIL PRIORITIES AND PROVIDING FOR AN EFFECTIVE DATE

Information

Resolution No. R2025-37 formally adopts a set of City Council Strategic Priorities to guide policy, planning, and budgeting decisions for the City of Burnet. These priorities were developed through a comprehensive three-month process that included four City Council workshop sessions, department head input, and feedback from a citywide community survey.

The intent of the resolution is to establish a clear and unified direction for the City's strategic plan, capital planning, and service delivery efforts over the coming years.

Strategic Priorities Include:

Beautification – Fostering Community Pride and Curb Appeal

Focused on improving and maintaining public and private spaces, promoting curb appeal, enforcing code compliance, and encouraging community-led beautification efforts.

Historic Downtown Square – Preserving the Past, Inspiring the Future

Revitalizing the historic square through economic investment, beautification, infrastructure upgrades including parking, and cultural preservation to maintain its role as the heart of the community.

Parks & Recreation – Enhancing Community Wellness and Access to Nature

Expansion and improvement of public parks, trails, recreation programs, community events, and spaces that promote healthy lifestyles and community connection.

Public Safety – Best-in-Class Fire, EMS, and Police Services

Ensure a safe community through exemplary police, fire, and emergency medical services, with a focus on prevention, rapid response, and community trust.

Smart Growth – Balancing Development, Affordability, and Livability

Create policies and strategic master plans to support business growth, essential housing, and neighborhood vitality while preserving Burnet's small-town charm.

Street Improvement – Safe, Reliable, and Well-Maintained Infrastructure

Focused investment in road repair and replacement, pedestrian and vehicular transportation, and street safety to support residents, visitors, and economic growth.

Water Resource Management – Securing Sustainable and Safe Water for the Future

Investing in infrastructure and policies that protect both water quality and quantity, expanding and diversifying supply, and promoting responsible usage of limited natural resources.

Fiscal Impact

None directly associated with adoption. Strategic priorities will inform future budgeting and project development.

Recommendation

Staff recommends approval of Resolution No. R2025-37 as presented.

RESOLUTION NO. R2025-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, ADOPTING CITY COUNCIL PRIORITIES AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Council is committed to responsible governance, responsive service, continuous improvement, and the community's long-term well-being; and

WHEREAS, over the course of a three-month process, the Council held four workshop meetings, collaborated with department heads, and considered input from a community-wide survey to identify and establish key priority areas; and

WHEREAS, the Council seeks to adopt a clear set of strategic priorities to guide organizational focus, inform strategic planning, and shape capital improvement budget decisions in alignment with community values.

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. Adoption. The City Council hereby adopts the following as City Council Strategic Priorities:

Beautification – Fostering Community Pride and Curb Appeal

Focused on improving and maintaining public and private spaces, promoting curb appeal, enforcing code compliance, and encouraging community-led beautification efforts.

Historic Downtown Square – Preserving the Past, Inspiring the Future

Revitalizing the historic square through economic investment, beautification, infrastructure upgrades including parking, and cultural preservation to maintain its role as the heart of the community.

Parks & Recreation – Enhancing Community Wellness and Access to Nature

Expansion and improvement of public parks, trails, recreation programs, community events, and spaces that promote healthy lifestyles and community connection.

Public Safety – Best-in-Class Fire, EMS, and Police Services

Ensure a safe community through exemplary police, fire, and emergency medical services, with a focus on prevention, rapid response, and community trust.

Smart Growth – Balancing Development, Affordability, and Livability

Create policies and strategic master plans to support business growth, essential housing, and neighborhood vitality while preserving Burnet's small-town charm.

Street Improvement – Safe, Reliable, and Well-Maintained Infrastructure

Focused investment in road repair and replacement, pedestrian and vehicular transportation, and street safety to support residents, visitors, and economic growth.

Water Resource Management – Securing Sustainable and Safe Water for the Future

Investing in infrastructure and policies that protect both water quality and quantity, expanding and diversifying supply, and promoting responsible usage of limited natural resources.

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

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

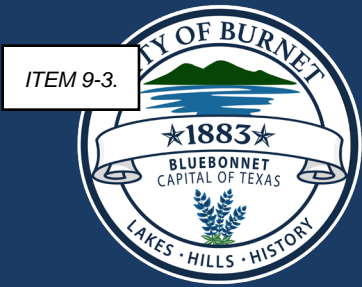
PASSED AND APPROVED on this the 13th day of July 2025.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary



CITY OF BURNET COUNCIL PRIORITIES

2025 PRIORITIES

ABOUT

Council’s priorities are intended to focus resources and attention on both short-term and long-term objectives.

To move these priorities forward, the City will identify key activities- including, but not limited to, staff development, code enforcement, code review, service level standards, master planning, and capital project investments.

However, the City’s work is never limited to a list. Daily operations, community needs, and emerging opportunities mean there's always more to be done. Important topics such as staff recruitment and retention, electric infrastructure, and other essential services remain critical to our community’s success.

While priorities provide focus, they do not replace the daily dedication of City staff to make Burnet the best it can be every day, for every resident

VISION

A beautiful, friendly, safe, and secure community providing family, business, recreational, historical, and cultural opportunities.

MISSION

To maintain and promote a superior quality of life through the advancement of common community values, excellent public service, and the responsible use of organizational resources.

BEAUTIFICATION

Fostering Community Pride and Curb Appeal

Focused on improving and maintaining public and private spaces, promoting curb appeal, enforcing code compliance, and encouraging community-led beautification efforts.



HISTORIC DOWNTOWN SQUARE

Preserving the Past, Inspiring the Future

Revitalizing the historic square through economic investment, beautification, infrastructure upgrades to include parking, and cultural preservation to maintain its role as the heart of the community.



PARKS & RECREATION

Enhancing Community Wellness and Access to Nature

Expansion and improvement of public parks, trails, recreation programs, community events, and spaces that promote healthy lifestyles and community connection.



PUBLIC SAFETY

Best in Class Fire, EMS, and Police Service

Ensure a safe community through exemplary police, fire, and emergency medical services, with a focus on prevention, rapid response, and community trust.



SMART GROWTH

Balancing Development, Affordability, and Livability

Create policies and strategic master plans to support business growth, essential housing, and neighborhood vitality while preserving Burnet’s small-town charm.



STREET IMPROVEMENT

Safe, Reliable, and Well-Maintained Infrastructure

Focused investment in road repair and replacement, pedestrian and vehicular transportation, and street safety to support residents, visitors, and economic growth.



WATER RESOURCE MANAGEMENT

Securing Sustainable and Safe Water for the Future

Investing in infrastructure and policies that protect both water quality and quantity, expanding and diversifying supply, and promoting responsible usage of limited natural resources.





City Council Regular Meeting

May 13, 2025

City Council Priorities

Discuss and consider action: Resolution No. R2025-37:
K. McBurnett

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BURNET, TEXAS, ADOPTING CITY COUNCIL PRIORITIES
AND PROVIDING FOR AN EFFECTIVE DATE





Development Process

- 3-month collaborative process
- 4 Council workshops
- Input from department heads
- Community priorities survey results reviewed
- Council member's interactions with residents





Council Priorities

- Beautification
- Historic Downtown Square
- Parks & Recreation
- Public Safety
- Smart Growth
- Street Improvement
- Water Resource Management





Overview of Council Priorities

Beautification – Fostering Community Pride and Curb Appeal

Focused on improving and maintaining public and private spaces, promoting curb appeal, enforcing code compliance, and encouraging community-led beautification efforts.

Historic Downtown Square – Preserving the Past, Inspiring the Future

Revitalizing the historic square through economic investment, beautification, infrastructure upgrades including parking, and cultural preservation to maintain its role as the heart of the community.





Overview of Council Priorities

Parks & Recreation – Enhancing Community Wellness and Access to Nature

Expansion and improvement of public parks, trails, recreation programs, community events, and spaces that promote healthy lifestyles and community connection.

Public Safety – Best-in-Class Fire, EMS, and Police Service

Ensure a safe community through exemplary police, fire, and emergency medical services, with a focus on prevention, rapid response, and community trust.





Overview of Council Priorities

Smart Growth – Balancing Development, Affordability, and Livability

Create policies and strategic master plans to support business growth, essential housing, and neighborhood vitality while preserving Burnet’s small-town charm.

Street Improvement – Safe, Reliable, and Well-Maintained Infrastructure

Focused investment in road repair and replacement, pedestrian and vehicular transportation, and street safety to support residents, visitors, and economic growth.





Overview of Council Priorities

Water Resource Management – Securing Sustainable and Safe Water for the Future

Investing in infrastructure and policies that protect both water quality and quantity, expanding and diversifying supply, and promoting responsible usage of limited natural resources.





Next Steps

- Determine specific activities, initiatives, and capital investments for each priority.





Questions?

- **Recommendation**
- Staff recommends approval of Ordinance No. 2025-37 as presented.





Item Brief

Meeting Date

May 13, 2025

Agenda Item

Discuss and consider action: Resolution No. R2025-38: E. Belaj

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, SELECTING THE PROPOSAL FOR WOOD STREET IMPROVEMENTS PROJECT UNDER REQUEST FOR PROPOSAL 2025-004; AWARDING A CONTRACT TO A SELECTED CONTRACTOR; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY

Information

At a prior meeting, the City Council approved a street maintenance plan for rehabilitation projects, which included improvements to Wood Street. Since that time, staff have worked on the design and bid documents for this street. The scope includes the reconstruction of Wood Street from SH 29 to FM 936.

A public bid opening for the project was held on May 9, 2025, at 11:00 A.M., during which **5** bids were received.

Bid Results:

After reviewing the bids, it was determined that **Gage and Cade Construction, LLC.** submitted the best value base bid at **\$1,505,821.93** for the 2024D Wood Street Improvement RFP 2025-004. This amount DOES NOT include the **\$229,646.82** bid alternate for North Boundary Street of full roadway repaving. The original project estimate was \$1.3 million to \$1.4 million. The contractor will have approximately **90 Days** to complete the project. The attached bid tabulation provides further detail. A team comprising City Staff and two Council members evaluated the bids and is recommending the best value bid noted above for Council consideration. Significant emphasis was placed on construction duration during the evaluation process, as several bids proposed timelines of approximately nine months.

Scope of Work – Roadway Reconstruction Project

The project consists of the reconstruction of the following road segments:

- **Wood Street:** Approximately 3,500 linear feet from SH 29 to FM 963
- **Northington Street:** Approximately 1,270 linear feet from South Hill Street to South Rhomberg Street

Improvements include:

- Subgrade preparation
- Base and asphalt pavement installation
- Curb and gutter construction
- Road striping
- Minor drainage improvements
- Grading work

Additional Requirements:

- Implementation of traffic control measures as approved by the City
- A phased construction approach is required
- The northern section of Wood Street must be substantially completed by early August to accommodate the start of the school year

Bonding Requirements:

- A **1-year, 10% maintenance bond**
- Performance and payment bonds as required

Contractor Qualification:

City staff reviewed the qualifications of the best value contractor and confirmed that the company has successfully completed numerous similar projects throughout Central Texas. City Council may choose to accept staff's recommendation to award the contract, reject all bids, or direct staff to conduct further evaluations.

Fiscal Impact

This project will be funded by remaining bonds and/or restricted by council street funding.

Recommendation

Staff recommends approval of Resolution No. 2025-38 as presented.

RESOLUTION NO. 2025-38**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, SELECTING THE PROPOSAL FOR WOOD STREET IMPROVEMENTS PROJECT UNDER REQUEST FOR PROPOSAL 2025-004; AWARDING A CONTRACT TO A SELECTED CONTRACTOR; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY**

WHEREAS, the City Council authorized City staff to work implementing a roadway maintenance program; and

WHEREAS, the City Council authorized City Manager or designee to evaluate the submitted proposals; and

WHEREAS, City staff recommends the proposal submitted by **Gage and Cade Construction, LLC.** be awarded the contract; and

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

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

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

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

- The proposal submitted by **Gage and Cade Construction, LLC.** in response to the noted Request for Proposal **2025-005** is hereby selected as the best value proposal for the **2024D Wood Street Improvements Project**; and
- The Construction Contract attached hereto is hereby approved, with those general conditions, special conditions and related matters made part of Request for Proposal, incorporated therein by reference; and
- The aforementioned Construction Contract is awarded to **Gage and Cade Construction, LLC.**; subject to the provisions set out in Section Three below.

Section Three. Authorization. The City Manager is hereby authorized and directed to execute an instrument substantially similar to the Construction Contract approved in Section Two above, for a contract amount of **\$1,505,821.93**- an amount which DOES NOT include the added bid alternate No. 1- and to take such further actions and execute such ancillary documents as may be reasonably necessary to facilitate the purpose of this resolution. Notwithstanding the foregoing, the City Manager's authorization under this Section Three shall not become effective until the 16th day after this award, and the City Manager shall not execute the contract until such date.

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

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

PASSED AND APPROVED this the ____ day of _____ 2025.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary

STANDARD CONSTRUCTION CONTRACT

STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTIES OF BURNET

§

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

Article I. Work

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

2024D Wood Street Improvements Project, PID: CIPTR-2024D

ATTACHED ADDENDUM

Addenda numbers **0** to **0**, inclusive.

Plans and Specification prepared by: The City of Burnet

CITY OF BURNET

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

Article II. Contract Documents

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

Article III. Contract Time

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

Article IV. Contract Price

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

Article V. Debts

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

Article VI. Miscellaneous Provisions

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

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

CONTRACTOR: NAME

CITY OF BURNET

Signature By: _____

David Vaughn

Name: _____

ATTEST:

ATTEST:

Name:

City Secretary, Maria Gonzalez

Address for giving notices:

Address for giving notices:

1001 Buchanan Dr. Suite 4
Burnet, Tx 78611

ITEM 9-4.

CONSTRUCTION COST FOR: **BURNET 2024D STREET REHAB**

The *Pay Item* reference indicates the controlling specification for each Pay Item. Pay Item references are from the specifications referenced in *the Standard Form of Agreement*, unless otherwise noted.

				PACKSADDLE MANAGEMENT		LONE STAR SITEWORK		GAGE AND CADE CONSTRUCTION		MC FONSECA		AARON CONCRETE	
PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
GENERAL CONDITIONS & PAVING													
1	MOBILIZATION, BONDS & INSURANCE	1	LS	\$ 60,000.00	\$ 60,000.00	\$ 38,200.00	\$ 38,200.00	\$ 75,050.31	\$ 75,050.31	\$ 75,000.00	\$ 75,000.00	\$ 266,558.00	\$ 266,558.00
2	TRAFFIC CONTROL WOOD ST. PHASE 1	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 9,000.00	\$ 9,000.00	\$ 2,264.75	\$ 2,264.75	\$ 4,800.00	\$ 4,800.00	\$ 6,945.00	\$ 6,945.00
3	TRAFFIC CONTROL WOOD ST. PHASE 2	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 9,000.00	\$ 9,000.00	\$ 3,103.55	\$ 3,103.55	\$ 4,800.00	\$ 4,800.00	\$ 7,920.00	\$ 7,920.00
4	TRAFFIC CONTROL WOOD ST. PHASE 3	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 7,000.00	\$ 7,000.00	\$ 5,684.15	\$ 5,684.15	\$ 4,800.00	\$ 4,800.00	\$ 7,432.00	\$ 7,432.00
5	TRAFFIC CONTROL NORTHINGTON ST. PHASE 5	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 7,000.00	\$ 7,000.00	\$ 2,348.63	\$ 2,348.63	\$ 4,800.00	\$ 4,800.00	\$ 7,042.00	\$ 7,042.00
6	TRAFFIC CONTROL NORTHINGTON ST. PHASE 6	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 7,000.00	\$ 7,000.00	\$ 2,348.63	\$ 2,348.63	\$ 4,800.00	\$ 4,800.00	\$ 4,312.00	\$ 4,312.00
7	TRAFFIC CONTROL WOOD ST. PHASE 7	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 6,000.00	\$ 6,000.00	\$ 2,264.75	\$ 2,264.75	\$ 4,800.00	\$ 4,800.00	\$ 6,945.00	\$ 6,945.00
8	SURVEY CONTROL	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 8,799.04	\$ 8,799.04	\$ 15,000.00	\$ 15,000.00	\$ 16,324.00	\$ 16,324.00
9	DIGITAL MESSAGE BOARDS (PROJECT DURATION)	3	EA	\$ 12,000.00	\$ 36,000.00	\$ 13,000.00	\$ 39,000.00	\$ 26,841.51	\$ 80,524.53	\$ 9,000.00	\$ 27,000.00	\$ 19,501.00	\$ 58,503.00
WOOD STREET													
Demolition													
10	REMOVE AND DISPOSE OF EXIST ASPH PVMT	5,437	SY	\$ 4.00	\$ 21,748.00	\$ 4.70	\$ 25,553.90	\$ 10.19	\$ 55,403.03	\$ 5.00	\$ 27,185.00	\$ 9.00	\$ 48,933.00
11	STREET ROUGH CUT	2,102	CY	\$ 26.00	\$ 54,652.00	\$ 34.00	\$ 71,468.00	\$ 15.85	\$ 33,316.70	\$ 3.25	\$ 6,831.50	\$ 18.00	\$ 37,836.00
12	STREET CLEAR/GRUB & DISPOSE	3	AC	\$ 10,000.00	\$ 30,000.00	\$ 2,500.00	\$ 7,500.00	\$ 3,842.35	\$ 11,527.05	\$ 12,000.00	\$ 36,000.00	\$ 4,516.00	\$ 13,548.00
13	TEMP. RELOCATE EXIST MAILBOX(ES) (INCL. REINSTALL)	3	EA	\$ 450.00	\$ 1,350.00	\$ 200.00	\$ 600.00	\$ 1,111.67	\$ 3,335.01	\$ 950.00	\$ 2,850.00	\$ 420.00	\$ 1,260.00
14	REMOVE & DISPOSE OF EXIST. CURB AND GUTTER	2,400	LF	\$ 4.00	\$ 9,600.00	\$ 5.50	\$ 13,200.00	\$ 5.98	\$ 14,352.00	\$ 8.00	\$ 19,200.00	\$ 6.00	\$ 14,400.00
15	REMOVE & DISPOSE OF EXIST. MISC. CONCRETE	206	SY	\$ 18.00	\$ 3,708.00	\$ 19.60	\$ 4,037.60	\$ 28.08	\$ 5,784.48	\$ 32.00	\$ 6,592.00	\$ 22.00	\$ 4,532.00
16	REMOVE & DISPOSE OF EXIST. TREE (W/ STUMP)	3	EA	\$ 1,000.00	\$ 3,000.00	\$ 1,000.00	\$ 3,000.00	\$ 350.06	\$ 1,050.18	\$ 1,800.00	\$ 5,400.00	\$ 751.00	\$ 2,253.00
17	SILT FENCE (INSTALL)	2,098	LF	\$ 4.00	\$ 8,392.00	\$ 5.50	\$ 11,539.00	\$ 3.08	\$ 6,461.84	\$ 4.00	\$ 8,392.00	\$ 4.00	\$ 8,392.00
18	SILT FENCE (REMOVAL)	2,098	LF	\$ 2.00	\$ 4,196.00	\$ 1.50	\$ 3,147.00	\$ 0.88	\$ 1,846.24	\$ 2.00	\$ 4,196.00	\$ 1.00	\$ 2,098.00
19	RELOCATE EXIST. STREET SIGN	1	EA	\$ 300.00	\$ 300.00	\$ 500.00	\$ 500.00	\$ 500.24	\$ 500.24	\$ 800.00	\$ 800.00	\$ 1,441.00	\$ 1,441.00
Paving													
20	CONC WASHOUT STATION	2	EA	\$ 760.00	\$ 1,520.00	\$ 500.00	\$ 1,000.00	\$ 1,000.76	\$ 2,001.52	\$ 2,400.00	\$ 4,800.00	\$ 833.00	\$ 1,666.00
21	HMAC OVERLAY (2" DEPTH) (TY-D) (NO RAP)	12,193	SY	\$ 21.00	\$ 256,053.00	\$ 22.50	\$ 274,342.50	\$ 17.56	\$ 214,109.08	\$ 24.00	\$ 292,632.00	\$ 21.00	\$ 256,053.00
22	COMPACT AND PROOF ROLL EXIST. SUBGRADE	7,568	SY	\$ 4.00	\$ 30,272.00	\$ 2.00	\$ 15,136.00	\$ 7.72	\$ 58,424.96	\$ 8.00	\$ 60,544.00	\$ 12.00	\$ 90,816.00
23	COMPACTED FLEXIBLE BASE (8" THICK)	9,064	SY	\$ 12.00	\$ 108,768.00	\$ 16.50	\$ 149,556.00	\$ 19.49	\$ 176,657.36	\$ 42.00	\$ 380,688.00	\$ 36.00	\$ 326,304.00
24	TIE-IN TO EXISTING PAVEMENT (REMOVE 1.5"X3' WIDE PVMT.)	2,680	LF	\$ 13.00	\$ 34,840.00	\$ 6.50	\$ 17,420.00	\$ 8.35	\$ 22,378.00	\$ 4.50	\$ 12,060.00	\$ 13.00	\$ 34,840.00
25	INSTALL 6" CURB & GUTTER (24"W)(INCLUDING BASE)(CURB+12")	3,530	LF	\$ 35.00	\$ 123,550.00	\$ 31.50	\$ 111,195.00	\$ 27.38	\$ 96,651.40	\$ 28.00	\$ 98,840.00	\$ 56.00	\$ 197,680.00
26	INSTALL 6" CURB & GUTTER (18"W)(INCLUDING BASE)(CURB+12")	10	LF	\$ 30.00	\$ 300.00	\$ 39.50	\$ 395.00	\$ 43.40	\$ 434.00	\$ 25.00	\$ 250.00	\$ 261.00	\$ 2,610.00
27	INSTALL RIBBON CURB (24" WIDE) (INCLUDING BASE)	770	LF	\$ 28.00	\$ 21,560.00	\$ 23.50	\$ 18,095.00	\$ 26.06	\$ 20,066.20	\$ 16.00	\$ 12,320.00	\$ 36.00	\$ 27,720.00
28	SIDEWALK (4" THICK) (WIDTH VARY) (MATCH EXIST)	112	SF	\$ 10.00	\$ 1,120.00	\$ 14.50	\$ 1,624.00	\$ 9.26	\$ 1,037.12	\$ 7.00	\$ 784.00	\$ 45.00	\$ 5,040.00
29	CONC. DRIVEWAY (WIDTH VARY) (DEPTH VARY)	4,243	SF	\$ 12.00	\$ 50,916.00	\$ 14.50	\$ 61,523.50	\$ 9.74	\$ 41,326.82	\$ 12.00	\$ 50,916.00	\$ 17.00	\$ 72,131.00
30	CONCRETE SPILLWAY FLUME (6" CURB) (6' WIDE)	195	SF	\$ 20.00	\$ 3,900.00	\$ 19.50	\$ 3,802.50	\$ 11.01	\$ 2,146.95	\$ 12.00	\$ 2,340.00	\$ 33.00	\$ 6,435.00
31	CONCRETE VALLEY GUTTER (MATCH EXIST)	2	EA	\$ 5,000.00	\$ 10,000.00	\$ 2,780.00	\$ 5,560.00	\$ 692.87	\$ 1,385.74	\$ 1,200.00	\$ 2,400.00	\$ 6,095.00	\$ 12,190.00
32	CONCRETE VALLEY GUTTER (36" WIDE)	293	LF	\$ 40.00	\$ 11,720.00	\$ 39.50	\$ 11,573.50	\$ 12.20	\$ 3,574.60	\$ 26.00	\$ 7,618.00	\$ 49.00	\$ 14,357.00
33	MISC. GRADING TO DRAIN	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 6,300.00	\$ 6,300.00	\$ 30,290.67	\$ 30,290.67	\$ 12,000.00	\$ 12,000.00	\$ 33,115.00	\$ 33,115.00
34	INSTALL MH RISER RING INSERT (INCL. TACK WELDING& LID)	2	EA	\$ 1,200.00	\$ 2,400.00	\$ 1,250.00	\$ 2,500.00	\$ 2,592.16	\$ 5,184.32	\$ 1,400.00	\$ 2,800.00	\$ 2,211.00	\$ 4,422.00
35	INSTALL VALVE RISER RING INSERT (INCL. LID IF NEEDED)	1	LS	\$ 400.00	\$ 400.00	\$ 2,000.00	\$ 2,000.00	\$ 7,916.74	\$ 7,916.74	\$ 1,200.00	\$ 1,200.00	\$ 6,676.00	\$ 6,676.00
36	REVEG DISTURBED AREAS (HYDROMULCH) (CURLEX SLOPES)	1,354	SY	\$ 3.00	\$ 4,062.00	\$ 6.00	\$ 8,124.00	\$ 33.55	\$ 45,426.70	\$ 3.25	\$ 4,400.50	\$ 3.00	\$ 4,062.00
Pavement Markings													
37	BLUE TRAFFIC BUTTON REFLECTORS	4	EA	\$ 30.00	\$ 120.00	\$ 33.50	\$ 134.00	\$ 8.67	\$ 34.68	\$ 10.00	\$ 40.00	\$ 9.00	\$ 36.00
38	SOLID WHITE 24" x 14' THERMOPLASTIC MARKER (STOP BAR)	5	EA	\$ 400.00	\$ 2,000.00	\$ 360.00	\$ 1,800.00	\$ 335.52	\$ 1,677.60	\$ 450.00	\$ 2,250.00	\$ 360.00	\$ 1,800.00
39	THERMOPLACTIC TRAFFIC SYMBOL (WHITE) (ARROW)	3	EA	\$ 500.00	\$ 1,500.00	\$ 420.00	\$ 1,260.00	\$ 307.56	\$ 922.68	\$ 375.00	\$ 1,125.00	\$ 330.00	\$ 990.00
40	THERMOPLACTIC TRAFFIC SYMBOL (WHITE) (ONLY)	1	EA	\$ 500.00	\$ 500.00	\$ 438.00	\$ 438.00	\$ 391.44	\$ 391.44	\$ 550.00	\$ 550.00	\$ 420.00	\$ 420.00
41	SOLID YELLOW SOLID THERMOPLASTIC STRIPING (4" WIDE)	518	LF	\$ 6.00	\$ 3,108.00	\$ 4.00	\$ 2,072.00	\$ 3.36	\$ 1,740.48	\$ 5.00	\$ 2,590.00	\$ 4.00	\$ 2,072.00
42	YELLOW TRAFFIC BUTTON REFLECTORS (20' SPACING)	26	EA	\$ 15.00	\$ 388.50	\$ 21.00	\$ 543.90	\$ 8.67	\$ 224.55	\$ 10.00	\$ 259.00	\$ 9.00	\$ 233.10
43	SOLID WHITE SOLID THERMOPLASTIC STRIPE (6" WIDE)	145	LF	\$ 8.00	\$ 1,160.00	\$ 4.00	\$ 580.00	\$ 7.83	\$ 1,135.35	\$ 9.00	\$ 1,305.00	\$ 8.00	\$ 1,160.00

ITEM 9-4.

CONSTRUCTION COST FOR: **BURNET 2024D STREET REHAB**

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				PACKSADDLE MANAGEMENT	LONE STAR SITEWORK			GAGE AND CADE CONSTRUCTION		MC FONSECA		AARON CONCRETE	
PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
NORTHINGTON STREET													
Demolition													
44	REMOVE AND DISPOSE OF EXIST ASPH PVMT	3,322	SY	\$ 4.00	\$ 13,288.00	\$ 4.90	\$ 16,277.80	\$ 10.80	\$ 35,877.60	\$ 5.00	\$ 16,610.00	\$ 7.00	\$ 23,254.00
45	STREET ROUGH CUT	742	CY	\$ 26.00	\$ 19,292.00	\$ 38.50	\$ 28,567.00	\$ 18.93	\$ 14,046.06	\$ 3.25	\$ 2,411.50	\$ 23.00	\$ 17,066.00
46	STREET CLEAR/GRUB & DISPOSE	1	AC	\$ 10,000.00	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00	\$ 5,763.54	\$ 5,763.54	\$ 12,000.00	\$ 12,000.00	\$ 4,516.00	\$ 4,516.00
47	TEMP. RELOCATE EXIST MAILBOX(ES) (INCL. REINSTALL)	3	EA	\$ 450.00	\$ 1,350.00	\$ 200.00	\$ 600.00	\$ 1,111.67	\$ 3,335.01	\$ 950.00	\$ 2,850.00	\$ 420.00	\$ 1,260.00
48	REMOVE & DISPOSE OF EXIST. CURB AND GUTTER	2	LF	\$ 4.00	\$ 8.00	\$ 50.00	\$ 100.00	\$ 414.05	\$ 828.10	\$ 8.00	\$ 16.00	\$ 10.00	\$ 20.00
49	REMOVE & DISPOSE OF EXIST. TREE (W/ STUMP)	3	EA	\$ 650.00	\$ 1,950.00	\$ 1,000.00	\$ 3,000.00	\$ 350.06	\$ 1,050.18	\$ 1,800.00	\$ 5,400.00	\$ 732.00	\$ 2,196.00
50	REMOVE & DISPOSE OF EXIST. FENCE (1' BELOW GRADE)	520	LF	\$ 10.00	\$ 5,200.00	\$ 5.00	\$ 2,600.00	\$ 5.07	\$ 2,636.40	\$ 9.00	\$ 4,680.00	\$ 9.00	\$ 4,680.00
51	SILT FENCE (INSTALL)	765	LF	\$ 6.00	\$ 4,590.00	\$ 5.70	\$ 4,360.50	\$ 3.08	\$ 2,356.20	\$ 4.00	\$ 3,060.00	\$ 4.00	\$ 3,060.00
52	SILT FENCE (REMOVAL)	765	LF	\$ 2.00	\$ 1,530.00	\$ 1.50	\$ 1,147.50	\$ 0.88	\$ 673.20	\$ 2.00	\$ 1,530.00	\$ 1.00	\$ 765.00
Paving													
53	CONC WASHOUT STATION	1	EA	\$ 760.00	\$ 760.00	\$ 500.00	\$ 500.00	\$ 1,297.58	\$ 1,297.58	\$ 2,400.00	\$ 2,400.00	\$ 833.00	\$ 833.00
54	HMAC OVERLAY (2" DEPTH) (TY-D) (NO RAP)	3,896	SY	\$ 21.00	\$ 81,816.00	\$ 27.50	\$ 107,140.00	\$ 17.56	\$ 68,413.76	\$ 28.25	\$ 110,062.00	\$ 21.00	\$ 81,816.00
55	PARKING LOT HMAC OVERLAY (2" DEPTH) (TY-D) (NO RAP)	2,749	SY	\$ 21.00	\$ 57,729.00	\$ 23.00	\$ 63,227.00	\$ 17.56	\$ 48,272.44	\$ 24.25	\$ 66,663.25	\$ 21.00	\$ 57,729.00
56	COMPACT AND PROFF ROLL EXIST. SUBGRADE	2,670	SY	\$ 4.00	\$ 10,678.00	\$ 2.25	\$ 6,006.38	\$ 9.37	\$ 25,013.22	\$ 8.00	\$ 21,356.00	\$ 12.00	\$ 32,034.00
57	COMPACTED FLEXIBLE BASE (8" THICK)	2,323	SY	\$ 12.00	\$ 27,876.00	\$ 16.50	\$ 38,329.50	\$ 27.21	\$ 63,208.83	\$ 42.00	\$ 97,566.00	\$ 37.00	\$ 85,951.00
58	TIE-IN TO EXISTING PAVEMENT (REMOVE 1.5"X3' WIDE PVMT.)	805	LF	\$ 13.00	\$ 10,465.00	\$ 6.50	\$ 5,232.50	\$ 10.03	\$ 8,074.15	\$ 4.50	\$ 3,622.50	\$ 14.00	\$ 11,270.00
59	INSTALL 6" CURB & GUTTER (18"W)(INCLUDING BASE)(CURB+12")	1,278	LF	\$ 30.00	\$ 38,340.00	\$ 28.00	\$ 35,784.00	\$ 25.74	\$ 32,895.72	\$ 25.00	\$ 31,950.00	\$ 40.00	\$ 51,120.00
60	INSTALL RIBBON CURB (18" WIDE) (INCLUDING BASE)(CURB+12")	801	LF	\$ 28.00	\$ 22,428.00	\$ 22.50	\$ 18,022.50	\$ 23.20	\$ 18,583.20	\$ 25.00	\$ 20,025.00	\$ 33.00	\$ 26,433.00
61	PARKING RIBBON CURB (18" WIDE) (INCLUDING BASE)(CURB+12")	639	LF	\$ 28.00	\$ 17,892.00	\$ 22.50	\$ 14,377.50	\$ 21.72	\$ 13,879.08	\$ 25.00	\$ 15,975.00	\$ 30.00	\$ 19,170.00
62	SIDEWALK (4" THICK) (WIDTH VARY) (MATCH EXIST)	29	SF	\$ 12.00	\$ 348.00	\$ 16.00	\$ 464.00	\$ 15.03	\$ 435.87	\$ 7.00	\$ 203.00	\$ 83.00	\$ 2,407.00
63	ASPHALT DRIVEWAY (WIDTH VARY) (DEPTH VARY) (4" BASE)	98	SY	\$ 60.00	\$ 5,880.00	\$ 31.00	\$ 3,038.00	\$ 94.73	\$ 9,283.54	\$ 31.25	\$ 3,062.50	\$ 54.00	\$ 5,292.00
64	MISC. GRADING TO DRAIN	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 5,700.00	\$ 5,700.00	\$ 30,290.67	\$ 30,290.67	\$ 8,000.00	\$ 8,000.00	\$ 28,624.00	\$ 28,624.00
65	INSTALL MH RISER RING INSERT (INCL. TACK WELDING& LID)	2	EA	\$ 1,200.00	\$ 2,400.00	\$ 1,250.00	\$ 2,500.00	\$ 2,592.16	\$ 5,184.32	\$ 1,400.00	\$ 2,800.00	\$ 2,211.00	\$ 4,422.00
66	INSTALL VALVE RISER RING INSERT (INCL. LID IF NEEDED)	1	LS	\$ 400.00	\$ 400.00	\$ 2,000.00	\$ 2,000.00	\$ 7,916.74	\$ 7,916.74	\$ 1,200.00	\$ 1,200.00	\$ 6,676.00	\$ 6,676.00
67	REVEG DISTURBED AREAS (HYDROMULCH) (CURLEX SLOPES)	167	SY	\$ 10.00	\$ 1,670.00	\$ 22.00	\$ 3,674.00	\$ 33.55	\$ 5,602.85	\$ 3.25	\$ 542.75	\$ 3.00	\$ 501.00
68	LIMESTONE BLOCK WALL (1 ROW) (GRAY ROCK)	164	LF	\$ 100.00	\$ 16,400.00	\$ 144.00	\$ 23,616.00	\$ 122.28	\$ 20,053.92	\$ 55.00	\$ 9,020.00	\$ 144.00	\$ 23,616.00
69	UNREINF CONC. WALL BASE (3' WIDE) (6" THICK)	164	LF	\$ 26.00	\$ 4,264.00	\$ 35.00	\$ 5,740.00	\$ 16.98	\$ 2,784.72	\$ 22.00	\$ 3,608.00	\$ 96.00	\$ 15,744.00
70	STEEL PANNEL FENCE OVER WALL (5'-6' TALL) (INCL ANCHOR)	263	LF	\$ 100.00	\$ 26,300.00	\$ 60.00	\$ 15,780.00	\$ 93.55	\$ 24,603.65	\$ 50.00	\$ 13,150.00	\$ 54.00	\$ 14,202.00
Pavement Markings													
71	BLUE TRAFFIC BUTTON REFLECTORS	1	EA	\$ 30.00	\$ 30.00	\$ 34.00	\$ 34.00	\$ 8.67	\$ 8.67	\$ 10.00	\$ 10.00	\$ 9.00	\$ 9.00
72	SOLID WHITE 24" x 14' THERMOPLASTIC MARKER (STOP BAR)	3	EA	\$ 400.00	\$ 1,200.00	\$ 360.00	\$ 1,080.00	\$ 335.52	\$ 1,006.56	\$ 450.00	\$ 1,350.00	\$ 360.00	\$ 1,080.00
73	SOLID WHITE THERMOPLASTIC PARKING LOT STRIPING (4" WIDE)	0	LF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5.00	\$ -	\$ -	\$ -
74	SOLID WHITE THERMOPLASTIC SYMBOL (ARROW)	4	EA	\$ 500.00	\$ 2,000.00	\$ 420.00	\$ 1,680.00	\$ 335.52	\$ 1,342.08	\$ 370.00	\$ 1,480.00	\$ 1,681.00	\$ 6,724.00
75	ADA ACCESIBLE PARKING SPOT SYMBOL (W/ VAN)	0	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 850.00	\$ -	\$ -	\$ -
TOTAL BASE BID (TOTAL OF ITEMS IN THE COLUMNS ABOVE)				\$	1,334,187.50	\$	1,382,798.58	\$	1,505,821.93	\$	1,680,561.50	\$	2,151,972.10

ITEM 9-4.

CONSTRUCTION COST FOR: **BURNET 2024D STREET REHAB**

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				PACKSADDLE MANAGEMENT		LONE STAR SITEWORK		GAGE AND CADE CONSTRUCTION		MC FONSECA		AARON CONCRETE	
PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
ADDED BID ALTERNATE NO. 1: BOUNDARY STREET													
GENERAL CONDITION & PAVING													
76	MOBILIZATION, BONDS & INSURANCE	1	LS	\$ 600.00	\$ 600.00	\$ 5,000.00	\$ 5,000.00	\$ 38,167.39	\$ 38,167.39	\$ 7,500.00	\$ 7,500.00	\$ 28,916.00	\$ 28,916.00
77	TRAFFIC CONTROL BOUNDARY ST. PHASE 4	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 7,000.00	\$ 7,000.00	\$ 2,267.65	\$ 2,267.65	\$ 4,800.00	\$ 4,800.00	\$ 5,850.00	\$ 5,850.00
78	INSTALL VALVE RISER RING INSERT (INCL. LID IF NEEDED)	1	LS	\$ 400.00	\$ 400.00	\$ 2,000.00	\$ 2,000.00	\$ 8,386.35	\$ 8,386.35	\$ 1,200.00	\$ 1,200.00	\$ 2,225.00	\$ 2,225.00
Demolition													
79	REMOVE AND DISPOSE OF EXIST ASPH PVMT	846	SY	\$ 5.00	\$ 4,230.00	\$ 36.00	\$ 30,456.00	\$ 11.47	\$ 9,703.62	\$ 5.00	\$ 4,230.00	\$ 7.00	\$ 5,922.00
80	STREET ROUGH CUT	272	CY	\$ 26.00	\$ 7,072.00	\$ 41.00	\$ 11,152.00	\$ 41.75	\$ 11,356.00	\$ 3.25	\$ 884.00	\$ 22.00	\$ 5,984.00
81	STREET CLEAR/GRUB & DISPOSE	1	AC	\$ 10,000.00	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00	\$ 13,049.73	\$ 13,049.73	\$ 12,000.00	\$ 12,000.00	\$ 4,516.00	\$ 4,516.00
82	TEMP. RELOCATE EXIST MAILBOX(ES) (INCL. REINSTALL)	2	EA	\$ 450.00	\$ 900.00	\$ 200.00	\$ 400.00	\$ 1,766.42	\$ 3,532.84	\$ 850.00	\$ 1,700.00	\$ 420.00	\$ 840.00
83	REMOVE & DISPOSE OF EXIST. CURB AND GUTTER	2	LF	\$ 4.00	\$ 8.00	\$ 50.00	\$ 100.00	\$ 438.61	\$ 877.22	\$ 8.00	\$ 16.00	\$ 10.00	\$ 20.00
84	REMOVE & DISPOSE OF EXIST. MISC. CONCRETE	4	SY	\$ 18.00	\$ 72.00	\$ 25.00	\$ 100.00	\$ 351.52	\$ 1,406.08	\$ 3,200.00	\$ 12,800.00	\$ 14.00	\$ 56.00
85	REMOVE & DISPOSE OF EXIST. TREE (W/ STUMP)	2	EA	\$ 100.00	\$ 200.00	\$ 1,000.00	\$ 2,000.00	\$ 350.53	\$ 701.06	\$ 1,800.00	\$ 3,600.00	\$ 1,098.00	\$ 2,196.00
86	SILT FENCE (INSTALL)	300	LF	\$ 6.00	\$ 1,800.00	\$ 6.00	\$ 1,800.00	\$ 3.26	\$ 978.00	\$ 4.00	\$ 1,200.00	\$ 4.00	\$ 1,200.00
87	SILT FENCE (REMOVAL)	300	LF	\$ 2.00	\$ 600.00	\$ 1.50	\$ 450.00	\$ 0.93	\$ 279.00	\$ 2.00	\$ 600.00	\$ 1.00	\$ 300.00
Paving													
88	CONC WASHOUT STATION	1	EA	\$ 350.00	\$ 350.00	\$ 500.00	\$ 500.00	\$ 1,060.11	\$ 1,060.11	\$ 2,400.00	\$ 2,400.00	\$ 833.00	\$ 833.00
89	HMAC OVERLAY (2" DEPTH) (TY-D) (NO RAP)	809	SY	\$ 21.00	\$ 16,989.00	\$ 46.00	\$ 37,214.00	\$ 17.80	\$ 14,400.20	\$ 45.00	\$ 36,405.00	\$ 21.00	\$ 16,989.00
90	COMPACT AND PROFF ROLL EXIST. SUBGRADE	977	SY	\$ 4.00	\$ 3,908.00	\$ 3.30	\$ 3,224.10	\$ 9.05	\$ 8,841.85	\$ 8.00	\$ 7,816.00	\$ 9.00	\$ 8,793.00
91	COMPACTED FLEXIBLE BASE (8" THICK)	809	SY	\$ 12.00	\$ 9,708.00	\$ 16.50	\$ 13,348.50	\$ 42.42	\$ 34,317.78	\$ 42.00	\$ 33,978.00	\$ 45.00	\$ 36,405.00
92	TIE-IN TO EXISTING PAVEMENT (REMOVE 1.5"x3' WIDE PVMT.)	30	LF	\$ 50.00	\$ 1,500.00	\$ 9.80	\$ 294.00	\$ 43.56	\$ 1,306.80	\$ 4.50	\$ 135.00	\$ 127.00	\$ 3,810.00
93	INSTALL 6" CURB & GUTTER (24"W)(INCLUDING BASE)(CURB+12")	603	LF	\$ 35.00	\$ 21,105.00	\$ 31.50	\$ 18,994.50	\$ 39.59	\$ 23,872.77	\$ 28.00	\$ 16,884.00	\$ 40.00	\$ 24,120.00
94	SIDEWALK (4" THICK) (WIDTH VARY) (MATCH EXIST)	28	SF	\$ 25.00	\$ 700.00	\$ 19.00	\$ 532.00	\$ 16.58	\$ 464.24	\$ 7.00	\$ 196.00	\$ 33.00	\$ 924.00
95	CONC. DRIVEWAY (WIDTH VARY) (DEPTH VARY)	816	SF	\$ 12.00	\$ 9,792.00	\$ 14.25	\$ 11,628.00	\$ 10.03	\$ 8,184.48	\$ 12.00	\$ 9,792.00	\$ 18.00	\$ 14,688.00
96	MISC. GRADING TO DRAIN	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 2,500.00	\$ 2,500.00	\$ 32,087.48	\$ 32,087.48	\$ 8,000.00	\$ 8,000.00	\$ 20,204.00	\$ 20,204.00
97	INSTALL VALVE RISER RING INSERT (INCL. LID IF NEEDED)	1	LS	\$ 400.00	\$ 400.00	\$ 2,000.00	\$ 2,000.00	\$ 8,386.35	\$ 8,386.35	\$ 1,200.00	\$ 1,200.00	\$ 2,225.00	\$ 2,225.00
98	REVEG DISTURBED AREAS (HYDROMULCH) (CURLEX SLOPES)	167	SY	\$ 10.00	\$ 1,670.00	\$ 22.00	\$ 3,674.00	\$ 34.01	\$ 5,679.67	\$ 3.25	\$ 542.75	\$ 3.00	\$ 501.00
Pavement Markings													
99	SOLID WHITE 24" x 14' THERMOPLASTIC MARKER (STOP BAR)	1	EA	\$ 400.00	\$ 400.00	\$ 360.00	\$ 360.00	\$ 3,400.15	\$ 340.15	\$ 450.00	\$ 450.00	\$ 360.00	\$ 360.00
TOTAL BID ALT. NO. 1				\$ 103,404.00		\$ 157,227.10		\$ 229,646.82		\$ 168,328.75		\$ 187,877.00	

TOTAL BASE BID INCLUDING ADDITIONAL BID ITEMS (TOTAL OF ITEMS IN THE COLUMNS ABOVE)				\$ 1,437,591.50		\$ 1,540,025.68		\$ 1,735,468.75		\$ 1,848,890.25		\$ 2,339,849.10	
--	--	--	--	------------------------	--	------------------------	--	------------------------	--	------------------------	--	------------------------	--

The total bid shall be entered in the space provided above, and shall also be entered in the space provided in the Bid Summary Sheet. All construction shall be completed per the City of Burnet's Technical Construction Standard Manual. Contractor will be required to provide insurance certificate and performance bonds per the specs.

ITEM 9-4.

CONTRACTOR RATING SHEET

Date of Rating: May 8, 2025
Project Name: 2024D Wood Street Improvements
Evaluator's Name: DV,EB,KM,PT,RL,VH

Lowest Bid Ammt: \$ 1,334,187.50

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

Criteria	Aaron Concrete 365 Days	MC Fonseca 90 Days	Pakcsaddle Mgmt 270 Days	Lone Star 275 Days	Gage and Cade 90 Days					
Bid Ammount	\$ 2,151,979.00	\$ 1,680,561.50	\$ 1,334,187.50	\$ 1,382,798.58	\$ 1,505,821.93					
1 50% Project Cost	30	35	50	45	40					
2 30% Experience & Reputation	20	20	25	25	28					
3 10% Schedule Compliance	0	10	3	3	10					
4 10% Other Factors	5	5	7	5	9					
*TOTAL RATING	55	70	85	78	87					

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



City Council Regular Meeting

May 13, 2025

Wood Street Bid Award

Discuss and consider action: Resolution No. R2025-38

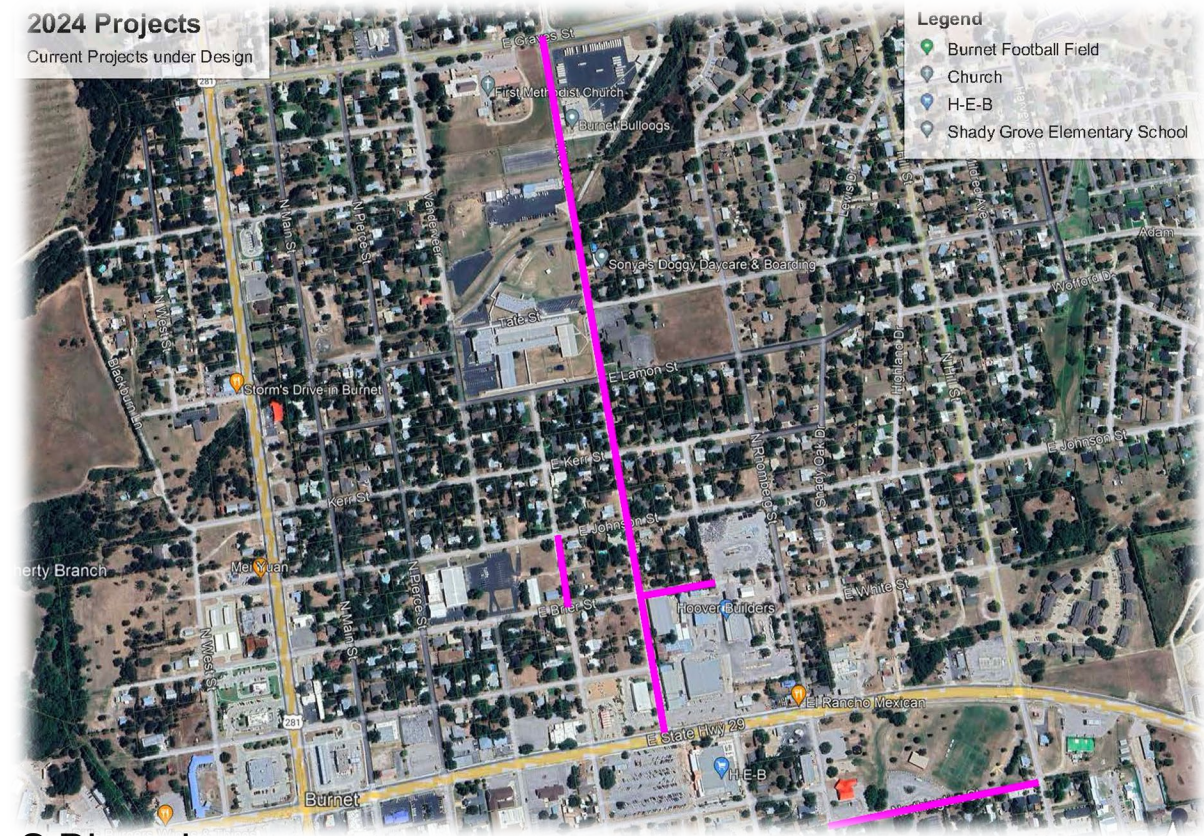
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, SELECTING THE PROPOSAL FOR WOOD STREET IMPROVEMENTS PROJECT UNDER REQUEST FOR PROPOSAL 2025-004; AWARDING A CONTRACT TO A SELECTED CONTRACTOR; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY: E. Belaj



ITEM 9-4.

This Project

- 4,770' or 0.9 Miles Road Reconstruction
- Wood St from SH-29 to FM 963
- Northington St. from S Hill to S Rhomberg
- Added Bid Alternate is NOT recommended
 - Boundary St. from E Brier to E Johnson
 - Lowest Qualified Bid
- Road Specs:
 - 31' Road on Wood & Boundary
 - 27' on Northington



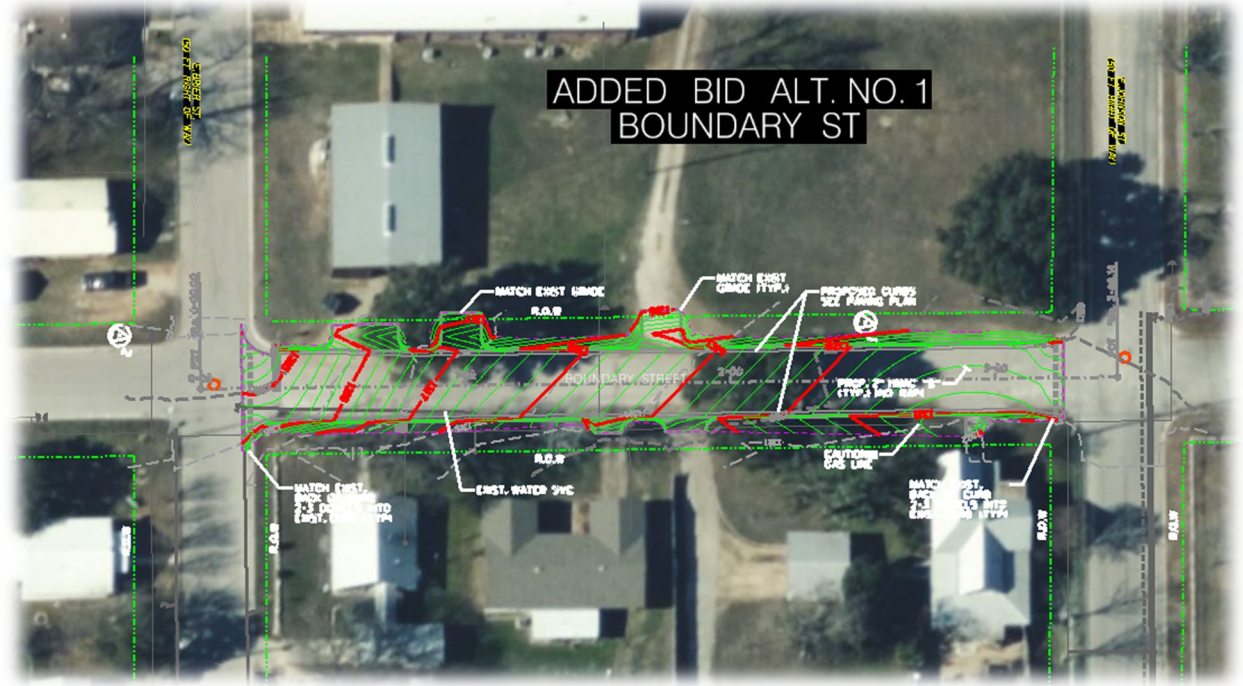
Scope of Work



ITEM 9-4.

Bids

- 5 Bids
- Lowest Qualified Bid
- Lowest: \$1,437,593. **Best value \$1,540,025.68**
 - Best Value Base Bid: \$1,540,025.68 Gage and Cade Const.
 - Est. \$1.3MM
 - Best Value Bid Added Bid Alternate: \$229,646.82
- Bid Alternate: Boundary St. from E Brier to E Johnson
- Estimate \$1.3MM-\$1.4MM



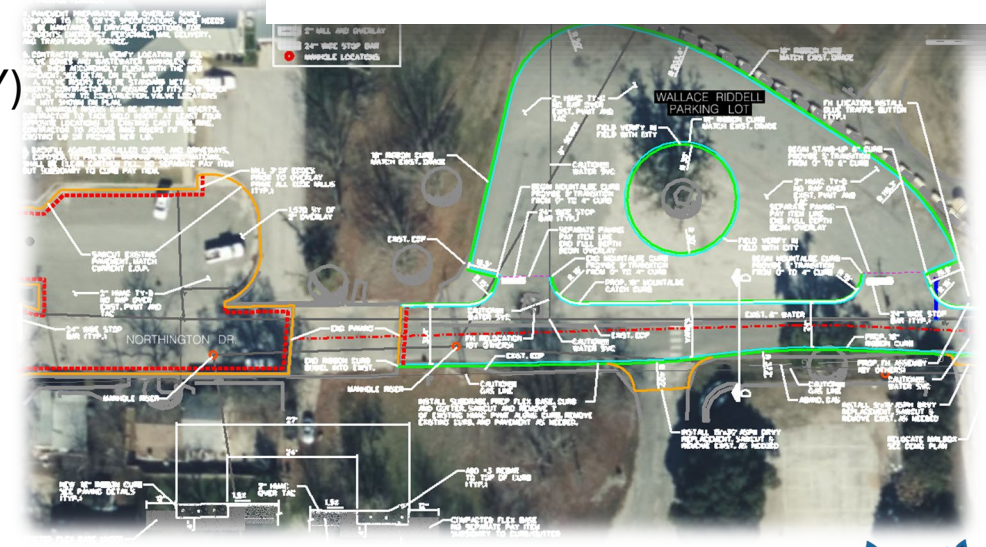
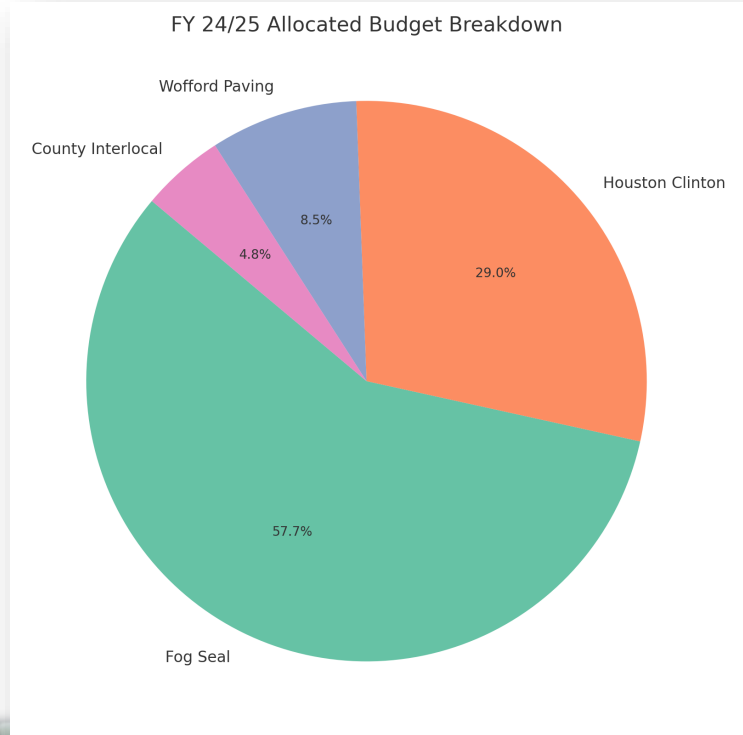
5 Bids Received



ITEM 9-4.

Funding

- **Current Bank Balance: \$3,420,991.47**
 - Fog Seal: \$1,022,109
 - Houston Clinton: \$514,706
- **Remaining Funds: \$1,772,675**
 - Wood Street \$1,505,821.93
 - Wofford Paving: \$150,860 (next FY)
 - County Interlocal: Est. \$85,000
 - Wood St. Ancillary Costs: \$35K

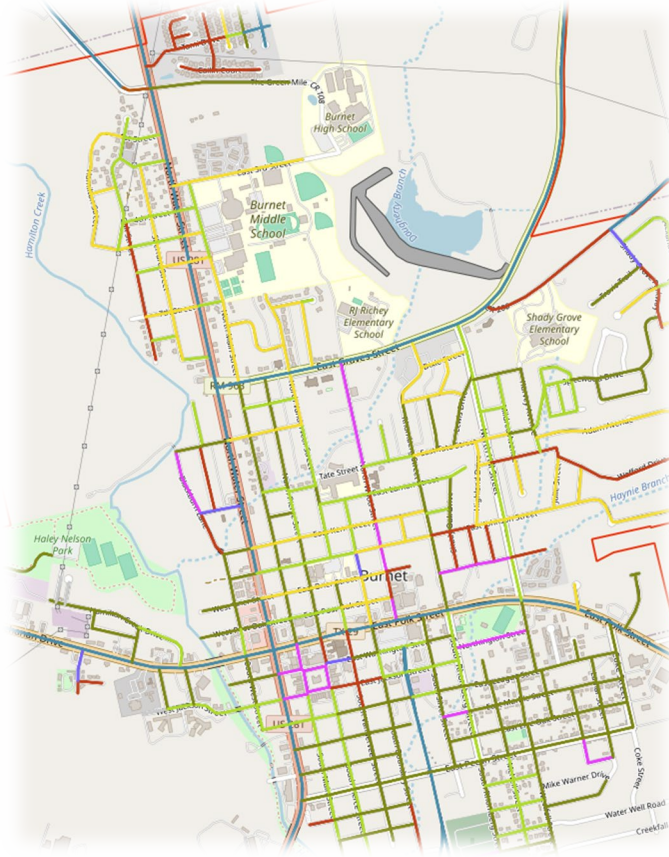


ITEM 9-4.



Best Value Bid

Other Future Obligations



- **Recommended Contractor:** Gage & Cade Construction
 - Base Bid: **\$1,505,821.93**
 - DOES NOT Inc. Alt. 1 (N Boundary):\$ 229,646.82



Post Award

TIMELINE





AWARD

Questions?

Recommendation

- Staff recommends approval of Resolution No. 2025-38 as presented.

Bid Evaluation and Tabulated bids are included.



Item Brief

Meeting Date

May 13, 2025

Agenda Item

Discuss and consider action: Resolution No. R2025-33: D. Vaughn

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, IN OPPOSITION TO THE PROPOSED CONSTRUCTION AND OPERATION OF A NEW RAIL LINE BY TEXAS MATERIALS GROUP, INC.

Information

This resolution formally opposes the construction and operation of a proposed 26.9-mile rail line by Texas Materials Group, Inc., which would run through Burnet and Lampasas Counties. The proposed rail line would primarily transport aggregate materials and would involve reconstructing portions of an abandoned line and building new track on newly acquired right-of-way.

The Surface Transportation Board's Office of Environmental Analysis (OEA) notified the City of Burnet of the proposed project on March 4, 2025. The OEA is in the process of preparing an environmental analysis and requested comments from impacted communities. After careful review, several concerns related to the project have been identified, including:

- Negative impacts on the human environment (noise, air quality, property values)
- Public safety risks at crossings and delayed emergency response times
- Harm to agricultural land, water resources, and historical properties
- Potential degradation of riparian ecosystems
- Lack of exploration of alternative routes or a no-build option
- No firm commitments to exclude hazardous materials transport

Fiscal Impact

None.

Recommendation

Staff recommends approval of Resolution No. R2025-33 as presented.

RESOLUTION NO. R2025-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, IN OPPOSITION TO THE PROPOSED CONSTRUCTION AND OPERATION OF A NEW RAIL LINE BY TEXAS MATERIALS GROUP, INC.

WHEREAS, on March 4, 2025, the City of Burnet was notified by the Surface Transportation Board's (Board) Office of Environmental Analysis (OEA) of a proposed 26.9-mile railroad line across Burnet and Lampasas Counties; and

WHEREAS, Texas Materials Group, Inc. (Texas Materials) - Docket No. FD 36815 - is seeking authority from the Board to construct and operate a new rail line through Burnet and Lampasas Counties; and

WHEREAS, the proposed rail line is intended to transport aggregate material mined in the area, connecting the Austin Western Railroad (AWRR) near the City of Burnet to the BNSF Railway (BNSF) near Lampasas; and

WHEREAS, the project would require the reconstruction of track on previously abandoned right-of-way as well as the construction of new track on newly acquired right-of-way; and

WHEREAS, the OEA is preparing an environmental document to evaluate the potential impacts of the proposed rail construction and operation and has requested comments from affected jurisdictions, including the City of Burnet; and

WHEREAS, the City Council finds and determines the proposed rail project could have an adverse impact on the environment, community well-being, and public safety for numerous reasons including the following:

1. Detrimental effects on the human environment, including noise, air quality, and property value impacts;
2. Detrimental impacts on public safety due to increased risks at crossings and longer emergency response times;
3. Adverse effects on prime agricultural land and the rural character of the community;
4. Improper reliance on common carrier laws without adequate federal oversight to ensure full and fair compensation for affected property owners;
5. Potential degradation of riparian ecosystems, most notably the Russell Fork of the San Gabriel River;

6. Risks to groundwater resources fed by the alluvial systems of the San Gabriel River and its tributaries;
7. Harm to historic ranches, families, and properties pursuing or maintaining historic designation;
8. Failure to adequately study alternative routes or a no-build option to minimize negative community impacts;
9. Lack of firm commitment to prohibit the transportation of hazardous materials through the proposed corridor.

Further, the City of Burnet believes that the construction and operation of this rail line would significantly alter the community's rural quality of life that residents have spent generations cultivating and protecting.

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

Section One. Findings. The recitals stated in this resolution are hereby found to be true and correct and are incorporated herein by reference as the findings of the Burnet City Council.

Section Two. Opposition. For reasons expressed in the findings of this Resolution, the City Council of the City of Burnet is opposed to any authorization allowing for the new rail line across Burnet and Lampasas Counties.

Section Three. Authorization. The Mayor and City Manager, collectively or individually, are authorized to represent the City before the Surface Transportation Board's Office of Environmental Analysis, for the purpose of advocating the City's opposition to this rail project; and take those actions reasonably necessary to accomplish the denial of the rail 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 13th day of May 2025.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary



**City Council
Regular Meeting
May 13, 2025**

Rail Line Opposition

Discuss and consider action: Resolution No. R2025-33:
D. Vaughn

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BURNET, TEXAS, IN OPPOSITION TO THE PROPOSED
CONSTRUCTION AND OPERATION OF A NEW RAIL LINE
BY TEXAS MATERIALS GROUP, INC



Rail Line Opposition

- Resolution No. R2025-33 formally opposes the construction and operation of a proposed 26.9-mile rail line by Texas Materials Group, Inc., which would run through Burnet and Lampasas Counties.
- Concerns Include:
 - Negative impacts on environment (noise, air quality, property values)
 - Public safety risks at crossings & delayed emergency response times
 - Harm to agricultural land, water resources, and historical properties
 - Potential degradation of riparian ecosystems
 - No firm commitments to exclude hazardous materials transport



Questions?

Recommendation

- Staff recommends approval of Resolution No. R2025-33 as presented.



Item Brief

Meeting Date

May 13, 2025

Agenda Item

Discuss and consider action: Purchase of three Knox MedVaults for the Fire Department:
M. Ingram

Information

The Fire Department currently uses three Knox MedVault secure storage units, which are designed to safely store and manage access to controlled substances, such as narcotics, in emergency medical services (EMS) settings. These existing units have reached the end of their service life and are no longer compatible with the current web-based platform, making it difficult to meet compliance with regulatory requirements.

The Fire Department is requesting to purchase three replacement units that will provide secure access control, audit trails, and network connectivity to support remote management and monitoring.

The new units will be installed in the medical supply storage room to enhance the security of controlled substances, reduce the risk of unauthorized access, and ensure continued compliance with regulatory standards.

Fiscal Impact

The total cost for the purchase of the new MedVaults is \$7,617.00.

Recommendation

Staff recommends approval of the purchase of three Knox MedVaults.



Knox MedVault

DEA schedule Categories

- Schedule 1
 - ❖ Marijuana, heroin, and LSD
- Schedule 2
 - ❖ Fentanyl, Morphine, Vicodin, and Oxycodone
- Schedule 3
 - ❖ Ketamine and Darvocet
- Schedule 4
 - ❖ Valium, Versed, Tramadol, Ativan, and Ambien
- Schedule 5
 - ❖ Cough medications with Codeine

We currently stock three different classes of schedule medications.

DEA

Schedule 2

- Fentanyl
- Morphine

DEA

Schedule 3

- Ketamine

DEA

Schedule 4

- Valium
- Versed



MedVault 2.75 Recessed Mount

Knox MedVault

- All access including key use, is time stamped, stored, and automatically uploaded to the KnoxConnect Software Management System
- Dual Authentication
 - Access options includes use of signal or dual PIN
- The existing units have reached the end of their service life and are no longer compatible with the current web-based platform
- Replacement Cost- \$7,617.00

Questions

Recommendation

Staff recommends approval of the purchase of three Knox MedVaults.





Item Brief

Meeting Date

May 13, 2025

Agenda Item

Discuss and consider action: Ordinance No. 2025-20: P. Langford

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

Information

This ordinance provides for the fiscal year 2024-2025 budget amendments as listed on Attachment “A” of the ordinance. Items 1 – 3 on Attachment “A” were previously presented to Council.

Given the age and importance of the Water Treatment Plant, staff is recommending increasing the original amount requested for Item 2 from \$74,613.23 to \$100,000. This revised budget amount would allow staff to immediately address any critical repairs that may arise and take steps to prevent potential maintenance issues.

To recap Item 2, the current capital budget includes a \$250,000 allocation for “Inks Lake Maintenance, Sewer Plant Maintenance, Well and Pump upgrades” of which \$243,454.73 has been spent or allocated. The request presented to the Council on April 22, 2025 was to increase the original budget by \$74,613.23 to cover the estimated costs for the replacement of pump number one, perimeter fencing, and reimbursement of SCADA costs.

Fiscal Impact

As noted on Attachment “A”.

Recommendation

Staff recommends approval of Ordinance No. 2025-20 as presented.

ORDINANCE NO. 2025-20

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

WHEREAS, the City of Burnet, Texas Fiscal Year 2024-2025 Budget was adopted by Ordinance 2024-35 within the time and in the manner required by State Law; and

WHEREAS, the City of Burnet, Texas has reviewed the Budget; and

WHEREAS, the City Council of the City of Burnet, Texas has considered the status of the Capital Improvement Projects for the rest of the fiscal year; and

WHEREAS, the City Council of the City of Burnet, Texas hereby finds and determines that it is prudent to amend the line items due to unforeseen situations that have occurred in the City; and

WHEREAS, the City Council of the City of Burnet, Texas further finds that these amendments will serve in the public interest; and

WHEREAS, the City Council of the City of Burnet, Texas finds and determines that the change in the Budget for the stated municipal purpose is warranted and necessary, and that the amendment of the Budget to fund these line items is due to unforeseen situations and a matter of public necessity warranting action at this time, and

WHEREAS, the Local Government Code Section 102.010 allows for changes in the budget for municipal purposes.

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

Section 1. Findings. The facts and matters set out above are found to be true and correct.

Section 2. Purpose. The City of Burnet, Texas, Fiscal Year 2024-2025 Budget is hereby amended to reflect the effect of unforeseen circumstances, as reflected in Attachment "A".

Section 3. Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall

not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

Section 4. Severability. It is hereby declared to be the intention of the City Council that if any of the sections, paragraphs, sentences, clauses, and phrases of the Ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of unconstitutional or invalid phrases, clauses, sentences, paragraphs, or sections.

PASSED, APPROVED, AND ADOPTED on this the 13th day of May 2025.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary

Attachment A

1. \$70,395 increase in Golf Course Self-Funded expenses to purchase a new John Deere 1600 turbo mower. Cost will be covered by the Golf Course Self-Funded account (Presented to and approved by the Council on April 22, 2025).
2. \$100,000 increase in Water and Wastewater Capital Budget expenses for improvements at the Inks Lake Water Treatment Plant including replacement of raw water pump number one and related costs, perimeter fencing, the transfer of the SCADA system costs, and other maintenance costs. Costs will be covered by the Water and Wastewater Fund reserves (Presented to and approved by the Council on April 22, 2025).
3. \$7,617 increase in General Fund Capital Budget expenses for new vaults at the Fire Department. Costs will be covered by General Fund reserves (Presented to the Council on May 13, 2025).

CITY OF BURNET

Fiscal Year 2024-2025 Budget Amendments

**City Council Regular Meeting
May 13, 2025**

Discuss and consider action: Ordinance No. 2025-20

An Ordinance of the City Council of the City of Burnet, Texas, amending Ordinance 2024-35; The original budget ordinance for the fiscal year beginning October 1, 2024, and ending September 30, 2025, for the City of Burnet, Texas, funding accounts in budget due to unforeseen situations; containing findings; providing for savings and severability: P. Langford



Bluebonnet Capital of Texas



CITY OF BURNET

Fiscal Year 2024-2025 Budget Amendments

1. \$70,395 increase to purchase a new John Deere 1600 turbo mower for the Golf Course. Costs to be covered by Golf Course Self-Funded account.
2. \$100,000 increase for improvements needed at the Inks Lake Water Treatment Plant. Costs to be covered by Water and Wastewater reserves.
3. \$7,617 increase for new vaults at the Fire Department. Costs to be covered by General Fund reserves.



Bluebonnet Capital of Texas



CITY OF BURNET

Questions?

Recommendation

- Staff recommends approval of Ordinance No. 2025-20 as presented.



Bluebonnet Capital of Texas





Item Brief

Meeting Date

May 13, 2025

Agenda Item

Discuss and consider action: Resolution No. R2025-35: E. Belaj

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, SELECTING THE PROPOSAL FOR WOFFORD STREET WATERLINE PROJECT (TxCDBG – TDA CONTRACT NO. CDV23-0311) UNDER REQUEST FOR PROPOSAL 2025-002; AWARDING A CONTRACT TO A SELECTED CONTRACTOR; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY

Information

The City of Burnet has secured a \$500,000 grant to construct a 16-inch water transmission line along Wofford Street. In addition, the City has allocated \$255,976 in matching funds, bringing the total project funding to \$755,976. This new waterline will complete a long-standing effort to link the west and east sides of the City with a continuous water transmission system. Recognizing that construction was likely to damage the existing roadway, the design included an alternate bid item to fully repave Wofford Street along the length of the waterline installation.

A public bid opening for the project was held on April 10, 2025, at 11:00 A.M., during which 13 bids were received.

Bid Results:

Atlas Construction Corp. submitted the lowest qualified base bid at **\$681,850.00** for the Wofford Street Waterline Project (TxCDBG – TDA Contract No. CDV23-0311). This amount DOES NOT include the **\$150,860.00** bid alternate for full roadway repaving. The original project estimate was under \$646,000. Atlas Construction Corp. will have approximately four months to complete the project. The attached bid tabulation provides further detail.

The scope of work include the installation of approximately 2,450 linear feet of 16-inch water transmission line, along with roadway patching. Additionally, a bid alternate was included for the full repaving of approximately 6,700 square yards of Wofford Street, spanning from Amy Street to the cul-de-sac on the east end. A detailed breakdown of bid items and the engineer's recommendation can be found in the attached bid tabulation.

Contractor Qualification:

GLS, the project's design engineer, reviewed Atlas Construction Corp.'s qualifications and confirmed that the company has successfully completed numerous similar projects throughout Central Texas. A formal recommendation letter from GLS is included. City Council may choose to accept staff's recommendation to award the contract, reject all bids, or direct staff to conduct further evaluations.

Fiscal Impact

The City has budgeted a total of **\$755,976** for the Wofford Street Waterline Project, utilizing funds from the Utility Fund Balance and the CDBG grant. In addition to construction costs, there are contingent expenses - including grant administration, engineering services, and construction testing - estimated at \$123,700. Completion of the base bid alone will require an additional \$49,574 beyond the current budgeted amount. To cover this funding gap and provide a buffer for any unforeseen project costs, the attached resolution proposes allocating an additional **\$70,000** from Utility Fund reserves. Funding for the **\$150,860.00** bid alternate will be allocated from the Street Fund.

Recommendation

Staff recommends approval of Resolution No. 2025-35 as presented.

RESOLUTION NO. R2025-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, SELECTING THE PROPOSAL FOR WOFFORD STREET WATERLINE PROJECT (TxCDBG – TDA CONTRACT NO. CDV23-0311) UNDER REQUEST FOR PROPOSAL 2025-002; AWARDING A CONTRACT TO A SELECTED CONTRACTOR; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY

WHEREAS, the City Council authorized City staff to apply for a community development block grant (CDBG); and

WHEREAS, the City was awarded a \$500,000 CDBG grant with the City Council allocating an additional \$255,976 in matching funds; and

WHEREAS, the City staff included in the design an added bid alternate to repave Wofford Street, from east of Amy Street, to the Cul-De-Sac; and

WHEREAS, the bids for Wofford Waterline Project have been received, evaluated, and readied by City Staff and design engineer for award; and

WHEREAS, after considering City staff's recommendations, public testimony presented at the public meeting where this resolution was read, and the submitted bid(s), the City Council deems the bid recommended by City staff to be the lowest qualified bid to the City.

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

- The bid submitted in response to the noted Request for Proposal **2025-002** is hereby selected for the **WOFFORD STREET WATERLINE PROJECT (TxCDBG – TDA CONTRACT NO. CDV23-0311)**.
- The Construction Contract attached hereto is hereby approved, with those general conditions, special conditions, and related matters made part of Request for Proposal, incorporated therein by reference.
- The aforementioned Construction Contract is awarded to **Atlas Construction Corp**; subject to the provisions set out in Section Three below.

- Allocate additional funding in the amount of \$70,000 from utilities unrestricted fund balance to cover associated expenses is hereby authorized for pumps and motors budget line item.
- Allocate additional funding in the amount of \$155,000 from Street Bond Fund balance, to cover expenses related to the roadway paving Bid Alternate No.1.

Section Three. Authorization. The City Manager is hereby authorized and directed to execute an instrument substantially similar to the Construction Contract approved in Section Two above, for a contract amount of **\$832,710.00**, an amount to INCLUDE the added bid alternate No. 1; and shall take such further action and execute such ancillary documents as may be reasonably necessary to facilitate the purpose of this resolution.

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

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

PASSED AND APPROVED on this the 13th day of May 2025.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary



ARCHITECTURE • ENGINEERING • INTERIORS
LANDSCAPE • SURVEYING

LUFKIN • BRYAN • TYLER • WACO • GROESBECK

April 25, 2025

City of Burnet
1001 Buchannon Dr., Ste. 4
Burnet, Texas 78611

Attn: Eric Belaj, PE, CFM
Sent Via Email: ebelaj@cityofburnet.com

RE: Wofford Street Waterline
TxCDBG-TDA No. CDV23-0311
GLS Job No. 139018

Mr. Belaj and City Council:

Bids were received for the referenced project on April 10, 2025. Fourteen (14) bids were received. The lowest, qualified bid was submitted by Atlas Construction Corp. in the amounts of:

Base Bid: \$681,850.00
Alternate Bid: \$150,860.00
Total Base Bid and Alternate Bid: \$832,710.00

Atlas Construction Corp. has successfully completed similar projects per the reference check performed by GLS. One of their projects referenced was a grant funded project. Therefore, we recommend the project be awarded to Atlas Construction Corp. for the reference project.

The Bid Tabulation of all bids received as well as the reference check completed is attached for your records.

John Rusk, PE
Project Engineer

Enclosures

cc: Jennifer Lewis, MBA – Grant Works; jenniferd@grantworks.net

Bid Schedule
City of Burnet
Wofford Street Waterline
TxCDBG - TDA: CDV23-0311

Contractor:				Atlas Construction, Corp. 316 Sunset Drive Granite Shoals, Texas 78654 830-596-0496		JM Pipeline, LLC PO Box 1999 Burnet, Texas 78611 830-853-1010		Harris Road Company 601 CR 310 Jarrell, Texas 76537 512-214-4365		M&C Fonseca Const. Co., Inc. 1901 Prairie Creed Rd. Grantie Shoals, Texas 78654 830-596-1741	
BASE BID - CITY OF BURNET - PROPOSED 16" WATERLINE											
Item	Description	QTY	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
A. General Items											
1	Mobilization for duration of project, including related items and appurtenances, complete in place	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 3,000.00	\$ 3,000.00	\$ 10,000.00	\$ 10,000.00	\$ 34,000.00	\$ 34,000.00
2	Traffic control, including Traffic Control Plans signed and sealed by a engineer, submitted and approved by the city, all signage, barricades, cones, and related items and appurtenances, complete in place	1	LS	\$ 11,000.00	\$ 11,000.00	\$ 8,000.00	\$ 8,000.00	\$ 178.50	\$ 178.50	\$ 9,000.00	\$ 9,000.00
3	Field locate existing utilities and service lines for construction of the proposed improvements, including related items and appurtenances, complete in place	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,058.00	\$ 8,058.00	\$ 5,000.00	\$ 5,000.00
4	Site Clean-up, 4" topsoil, fine grading of areas disturbed by construction, including related items and appurtenances, complete in place	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 2,300.00	\$ 2,300.00	\$ 6,462.72	\$ 6,462.72	\$ 6,500.00	\$ 6,500.00
5	SWPPP Measures	1	LS	\$ 6,500.00	\$ 6,500.00	\$ 3,000.00	\$ 3,000.00	\$ 1,440.09	\$ 1,440.09	\$ 5,000.00	\$ 5,000.00
6	Hydromulch Seeding of ROW, including related items and appurtenances, complete in place	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 2,100.00	\$ 2,100.00	\$ 1,734.00	\$ 1,734.00	\$ 3,500.00	\$ 3,500.00
7	Furnish and install construction exit, including removal at completion of project, related items and appurtenances, complete in place	70	SY	\$ 60.00	\$ 4,200.00	\$ 25.00	\$ 1,750.00	\$ 14.57	\$ 1,019.90	\$ 30.00	\$ 2,100.00
Total Section A. General Items.....				\$ 73,700.00		\$ 28,150.00		\$ 28,893.21		\$ 65,100.00	
B. Demolition Items											
1	Remove and dispose of existing concrete pavement, including related items and appurtenances, complete in place	10	SY	\$ 100.00	\$ 1,000.00	\$ 40.00	\$ 400.00	\$ 34.68	\$ 346.80	\$ 45.00	\$ 450.00
2	Remove and dispose of existing asphalt pavement, including related items and appurtenances, complete in place	978	SY	\$ 4.00	\$ 3,912.00	\$ 1.00	\$ 978.00	\$ 1.42	\$ 1,388.76	\$ 10.00	\$ 9,780.00
3	Remove and dispose of existing 8" TEE including related items and appurtenances, complete in place	2	EA	\$ 500.00	\$ 1,000.00	\$ 200.00	\$ 400.00	\$ 1,110.78	\$ 2,221.56	\$ 800.00	\$ 1,600.00
4	Remove and dispose of existing 8" gate valve and box including related items and appurtenances, complete in place	3	EA	\$ 500.00	\$ 1,500.00	\$ 200.00	\$ 600.00	\$ 942.48	\$ 2,827.44	\$ 1,000.00	\$ 3,000.00
Total Section B. Demolition Items.....				\$ 7,412.00		\$ 2,378.00		\$ 6,784.56		\$ 14,830.00	

Bid Schedule
City of Burnet
Wofford Street Waterline
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C. Waterline Items											
1	16" C-900 DR 14 PVC waterline and fittings install by open cut, including structural backfill, related items and appurtenances, complete in place	1,752	LF	\$ 180.00	\$ 315,360.00	\$ 180.00	\$ 315,360.00	\$ 193.80	\$ 339,537.60	\$ 145.00	\$ 254,040.00
2	16" C-900 DR 14 PVC waterline and fittings installed by open cut, including non-structural backfill, related items and appurtenances, complete in place	592	LF	\$ 140.00	\$ 82,880.00	\$ 175.00	\$ 103,600.00	\$ 190.74	\$ 112,918.08	\$ 140.00	\$ 82,880.00
3	8" gate valve and box, including related items and appurtenances, complete in place	2	EA	\$ 4,500.00	\$ 9,000.00	\$ 3,000.00	\$ 6,000.00	\$ 8,364.00	\$ 16,728.00	\$ 3,300.00	\$ 6,600.00
4	16" gate valve and box, including related items and appurtenances, complete in place	8	EA	\$ 10,000.00	\$ 80,000.00	\$ 20,000.00	\$ 160,000.00	\$ 11,931.96	\$ 95,455.68	\$ 14,800.00	\$ 118,400.00
5	Air release valve assembly, including reducers, 4" gate valve and box, manhole, cone, ring, lid, including related items and appurtenances, complete in place	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 14,000.00	\$ 14,000.00	\$ 27,716.46	\$ 27,716.46	\$ 16,500.00	\$ 16,500.00
6	4" blow off valve, including related items and appurtenances, complete in place	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,210.78	\$ 6,210.78	\$ 5,000.00	\$ 5,000.00
7	Interconnect proposed 16" waterline to existing 16" waterline, including related items and appurtenances, complete in place	1	EA	\$ 8,000.00	\$ 8,000.00	\$ 7,000.00	\$ 7,000.00	\$ 16,617.84	\$ 16,617.84	\$ 8,500.00	\$ 8,500.00
8	Interconnect proposed 16" waterline to existing 8" waterline, including related items and appurtenances, complete in place	1	EA	\$ 6,000.00	\$ 6,000.00	\$ 5,400.00	\$ 5,400.00	\$ 11,035.38	\$ 11,035.38	\$ 8,000.00	\$ 8,000.00
9	Interconnect proposed 8" waterline to existing 8" waterline, including related items and appurtenances, complete in place	2	EA	\$ 5,000.00	\$ 10,000.00	\$ 8,200.00	\$ 16,400.00	\$ 9,384.00	\$ 18,768.00	\$ 6,000.00	\$ 12,000.00
10	Interconnect proposed 4" waterline form air release valve to existing 8" waterline, including related items and appurtenances, complete in place	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 14,076.00	\$ 14,076.00	\$ 5,500.00	\$ 5,500.00
11	Waterline crossing above existing sanitary sewer line with polywrap of waterline and flowable fill bedding, 10' from center and 12" on both sides of 16" pipe including related items and appurtenances, complete in place	20	LF	\$ 300.00	\$ 6,000.00	\$ 125.00	\$ 2,500.00	\$ 612.00	\$ 12,240.00	\$ 230.00	\$ 4,600.00

Bid Schedule
City of Burnet
Wofford Street Waterline
TxCDBG - TDA: CDV23-0311

Contractor:				Atlas Construction, Corp. 316 Sunset Drive Granite Shoals, Texas 78654 830-596-0496		JM Pipeline, LLC PO Box 1999 Burnet, Texas 78611 830-853-1010		Harris Road Company 601 CR 310 Jarrell, Texas 76537 512-214-4365		M&C Fonseca Const. Co., Inc. 1901 Prairie Creed Rd. Grantie Shoals, Texas 78654 830-596-1741	
12	Furnish and install trench safety system for waterline, including related items and appurtenances, complete in place	2,400	LF	\$ 6.00	\$ 14,400.00	\$ 0.50	\$ 1,200.00	\$ 9.63	\$ 23,112.00	\$ 5.00	\$ 12,000.00
13	2" asphalt pavement repair, including related items and appurtenances, complete in place	978	SY	\$ 41.00	\$ 40,098.00	\$ 45.00	\$ 44,010.00	\$ 6.40	\$ 6,259.20	\$ 56.00	\$ 54,768.00
14	Remove and reset existing landscape rock at plant entrance, including related items and appurtenances, complete in place	1	LS	\$ 500.00	\$ 500.00	\$ 1,200.00	\$ 1,200.00	\$ 1,713.60	\$ 1,713.60	\$ 5,000.00	\$ 5,000.00
15	Disconnect and cap existing waterline, including related items and appurtenances, complete in place	3	EA	\$ 2,000.00	\$ 6,000.00	\$ 1,900.00	\$ 5,700.00	\$ 2,142.00	\$ 6,426.00	\$ 3,000.00	\$ 9,000.00

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16	Concrete pavement repair, including related items and appurtenances, complete in place	10	SY	\$ 250.00	\$ 2,500.00	\$ 25.00	\$ 250.00	\$ 306.00	\$ 3,060.00	\$ 110.00	\$ 1,100.00
Total Section B. Waterline Items.....				\$ 600,738.00		\$ 691,620.00		\$ 711,874.62		\$ 603,888.00	
Total Base Bid.....				\$ 681,850.00		\$ 722,148.00		\$ 747,552.39		\$ 683,818.00	
Alternate Bid 1.....											
1	Mill, remove and dispose of 3' wide section of 2" asphalt along curbline, including related items and appurtenances,complete in place.	1,100	SY	\$ 15.00	\$ 16,500.00	\$ 13.00	\$ 14,300.00	\$ 5.94	\$ 6,534.00	\$ 18.00	\$ 19,800.00
2	2" type D asphalt overlay, including tack coat and related items and appurtenances, complete in place	6,718	SY	\$ 20.00	\$ 134,360.00	\$ 20.00	\$ 134,360.00	\$ 18.34	\$ 123,208.12	\$ 28.00	\$ 188,104.00
Total Alternate Bid 1.....				\$ 150,860.00		\$ 148,660.00		\$ 129,742.12		\$ 207,904.00	
TOTAL BID: Base Bid and Alternate Bid 1.....				\$ 832,710.00		\$ 870,808.00		\$ 877,294.51		\$ 891,722.00	

Bid Schedule
City of Burnet
Wofford Street Waterline
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Contractor:				JKB Construction Co., LLC PO Box 1001 Liberty Hill, Texas 78642 512-260-2600		Patriot Underground, LLC PO Box 863 Liberty Hill, Texas 78642 936-443-9115		Lupe Rubio Construction Co., Inc. PO Box 1838 Kingsland, Texas 78639 325-388-8500		Packsaddle Management, LLC PO Box 4385 Horsehoe Bay, Texas 78657 512-789-5440		Gage & Cade Const., LLC 1107 CR 264 Bertram, Texas 78605 512-379-8176	
BASE BID - CITY OF BURNET - PROPOSED 16" WATERLINE													
Item	Description	QTY	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
A. General Items													
1	Mobilization for duration of project, including related items and appurtenances, complete in place	1	LS	\$ 54,581.00	\$ 54,581.00	\$ 33,000.00	\$ 33,000.00	\$ 28,125.00	\$ 28,125.00	\$ 42,000.00	\$ 42,000.00	\$ 35,000.00	\$ 35,000.00
2	Traffic control, including Traffic Control Plans signed and sealed by a engineer, submitted and approved by the city, all signage, barricades, cones, and related items and appurtenances, complete in place	1	LS	\$ 16,666.70	\$ 16,666.70	\$ 8,800.00	\$ 8,800.00	\$ 12,500.00	\$ 12,500.00	\$ 27,000.00	\$ 27,000.00	\$ 11,500.00	\$ 11,500.00
3	Field locate existing utilities and service lines for construction of the proposed improvements, including related items and appurtenances, complete in place	1	LS	\$ 8,888.90	\$ 8,888.90	\$ 3,500.00	\$ 3,500.00	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00
4	Site Clean-up, 4" topsoil, fine grading of areas disturbed by construction, including related items and appurtenances, complete in place	1	LS	\$ 8,333.35	\$ 8,333.35	\$ 7,500.00	\$ 7,500.00	\$ 8,750.00	\$ 8,750.00	\$ 15,000.00	\$ 15,000.00	\$ 11,000.00	\$ 11,000.00
5	SWPPP Measures	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 6,500.00	\$ 6,500.00	\$ 12,500.00	\$ 12,500.00	\$ 7,500.00	\$ 7,500.00	\$ 6,500.00	\$ 6,500.00
6	Hydromulch Seeding of ROW, including related items and appurtenances, complete in place	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 2,200.00	\$ 2,200.00	\$ 7,500.00	\$ 7,500.00	\$ 8,000.00	\$ 8,000.00	\$ 2.00	\$ 2.00
7	Furnish and install construction exit, including removal at completion of project, related items and appurtenances, complete in place	70	SY	\$ 56.70	\$ 3,969.00	\$ 55.00	\$ 3,850.00	\$ 25.00	\$ 1,750.00	\$ 40.00	\$ 2,800.00	\$ 36.00	\$ 2,520.00
Total Section A. General Items.....				\$ 101,438.95		\$ 65,350.00		\$ 86,125.00		\$ 107,300.00		\$ 70,522.00	
B. Demolition Items													
1	Remove and dispose of existing concrete pavement, including related items and appurtenances, complete in place	10	SY	\$ 88.90	\$ 889.00	\$ 110.00	\$ 1,100.00	\$ 12.50	\$ 125.00	\$ 84.00	\$ 840.00	\$ 156.00	\$ 1,560.00
2	Remove and dispose of existing asphalt pavement, including related items and appurtenances, complete in place	978	SY	\$ 8.90	\$ 8,704.20	\$ 13.00	\$ 12,714.00	\$ 10.00	\$ 9,780.00	\$ 10.00	\$ 9,780.00	\$ 17.00	\$ 16,626.00
3	Remove and dispose of existing 8" TEE including related items and appurtenances, complete in place	2	EA	\$ 1,166.70	\$ 2,333.40	\$ 750.00	\$ 1,500.00	\$ 312.50	\$ 625.00	\$ 2,000.00	\$ 4,000.00	\$ 702.00	\$ 1,404.00
4	Remove and dispose of existing 8" gate valve and box including related items and appurtenances, complete in place	3	EA	\$ 1,166.70	\$ 3,500.10	\$ 500.00	\$ 1,500.00	\$ 312.50	\$ 937.50	\$ 1,000.00	\$ 3,000.00	\$ 702.00	\$ 2,106.00
Total Section B. Demolition Items.....				\$ 15,426.70		\$ 16,814.00		\$ 11,467.50		\$ 17,620.00		\$ 21,696.00	

Bid Schedule
City of Burnet
Wofford Street Waterline
TxCDBG - TDA: CDV23-0311

Contractor:				JKB Construction Co., LLC PO Box 1001 Liberty Hill, Texas 78642 512-260-2600		Patriot Underground, LLC PO Box 863 Liberty Hill, Texas 78642 936-443-9115		Lupe Rubio Construction Co., Inc. PO Box 1838 Kingsland, Texas 78639 325-388-8500		Packsaddle Management, LLC PO Box 4385 Horsehoe Bay, Texas 78657 512-789-5440		Gage & Cade Const., LLC 1107 CR 264 Bertram, Texas 78605 512-379-8176	
C. Waterline Items													
1	16" C-900 DR 14 PVC waterline and fittings install by open cut, including structural backfill, related items and appurtenances, complete in place	1,752	LF	\$ 200.00	\$ 350,400.00	\$ 215.00	\$ 376,680.00	\$ 174.04	\$ 304,918.08	\$ 234.00	\$ 409,968.00	\$ 219.00	\$ 383,688.00
2	16" C-900 DR 14 PVC waterline and fittings installed by open cut, including non-structural backfill, related items and appurtenances, complete in place	592	LF	\$ 167.05	\$ 98,893.60	\$ 161.00	\$ 95,312.00	\$ 161.67	\$ 95,708.64	\$ 174.00	\$ 103,008.00	\$ 214.00	\$ 126,688.00
3	8" gate valve and box, including related items and appurtenances, complete in place	2	EA	\$ 3,522.95	\$ 7,045.90	\$ 2,800.00	\$ 5,600.00	\$ 3,817.01	\$ 7,634.02	\$ 3,809.00	\$ 7,618.00	\$ 6,100.00	\$ 12,200.00
4	16" gate valve and box, including related items and appurtenances, complete in place	8	EA	\$ 11,769.40	\$ 94,155.20	\$ 10,000.00	\$ 80,000.00	\$ 13,873.16	\$ 110,985.28	\$ 12,500.00	\$ 100,000.00	\$ 20,700.00	\$ 165,600.00
5	Air release valve assembly, including reducers, 4" gate valve and box, manhole, cone, ring, lid, including related items and appurtenances, complete in place	1	EA	\$ 11,521.90	\$ 11,521.90	\$ 6,000.00	\$ 6,000.00	\$ 10,738.41	\$ 10,738.41	\$ 9,000.00	\$ 9,000.00	\$ 8,500.00	\$ 8,500.00
6	4" blow off valve, including related items and appurtenances, complete in place	1	EA	\$ 6,359.45	\$ 6,359.45	\$ 2,600.00	\$ 2,600.00	\$ 4,565.55	\$ 4,565.55	\$ 3,000.00	\$ 3,000.00	\$ 4,200.00	\$ 4,200.00
7	Interconnect proposed 16" waterline to existing 16" waterline, including related items and appurtenances, complete in place	1	EA	\$ 10,675.75	\$ 10,675.75	\$ 8,000.00	\$ 8,000.00	\$ 9,026.58	\$ 9,026.58	\$ 5,000.00	\$ 5,000.00	\$ 5,200.00	\$ 5,200.00
8	Interconnect proposed 16" waterline to existing 8" waterline, including related items and appurtenances, complete in place	1	EA	\$ 10,454.10	\$ 10,454.10	\$ 7,000.00	\$ 7,000.00	\$ 9,438.83	\$ 9,438.83	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00
9	Interconnect proposed 8" waterline to existing 8" waterline, including related items and appurtenances, complete in place	2	EA	\$ 6,456.50	\$ 12,913.00	\$ 7,000.00	\$ 14,000.00	\$ 5,895.64	\$ 11,791.28	\$ 8,000.00	\$ 16,000.00	\$ 8,000.00	\$ 16,000.00
10	Interconnect proposed 4" waterline form air release valve to existing 8" waterline, including related items and appurtenances, complete in place	1	EA	\$ 5,693.10	\$ 5,693.10	\$ 5,500.00	\$ 5,500.00	\$ 5,798.94	\$ 5,798.94	\$ 2,800.00	\$ 2,800.00	\$ 4,100.00	\$ 4,100.00
11	Waterline crossing above existing sanitary sewer line with polywrap of waterline and flowable fill bedding, 10' from center and 12" on both sides of 16" pipe including related items and appurtenances, complete in place	20	LF	\$ 107.95	\$ 2,159.00	\$ 320.00	\$ 6,400.00	\$ 504.72	\$ 10,094.40	\$ 455.00	\$ 9,100.00	\$ 550.00	\$ 11,000.00

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Wofford Street Waterline
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12	Furnish and install trench safety system for waterline, including related items and appurtenances, complete in place	2,400	LF	\$ 2.25	\$ 5,400.00	\$ 2.00	\$ 4,800.00	\$ 1.88	\$ 4,512.00	\$ 2.00	\$ 4,800.00	\$ 2.00	\$ 4,800.00
13	2" asphalt pavement repair, including related items and appurtenances, complete in place	978	SY	\$ 28.35	\$ 27,726.30	\$ 50.00	\$ 48,900.00	\$ 56.25	\$ 55,012.50	\$ 35.00	\$ 34,230.00	\$ 43.00	\$ 42,054.00
14	Remove and reset existing landscape rock at plant entrance, including related items and appurtenances, complete in place	1	LS	\$ 5,555.60	\$ 5,555.60	\$ 500.00	\$ 500.00	\$ 3,125.00	\$ 3,125.00	\$ 2,000.00	\$ 2,000.00	\$ 702.00	\$ 702.00
15	Disconnect and cap existing waterline, including related items and appurtenances, complete in place	3	EA	\$ 2,777.80	\$ 8,333.40	\$ 600.00	\$ 1,800.00	\$ 1,618.30	\$ 4,854.90	\$ 1,000.00	\$ 3,000.00	\$ 510.00	\$ 1,530.00

Bid Schedule
City of Burnet
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16	Concrete pavement repair, including related items and appurtenances, complete in place	10	SY	\$ 557.35	\$ 5,573.50	\$ 110.00	\$ 1,100.00	\$ 250.00	\$ 2,500.00	\$ 100.00	\$ 1,000.00	\$ 163.00	\$ 1,630.00
Total Section B. Waterline Items.....				\$ 662,859.80		\$ 664,192.00		\$ 650,704.41		\$ 715,524.00		\$ 793,892.00	
Total Base Bid.....				\$ 779,725.45		\$ 746,356.00		\$ 748,296.91		\$ 840,444.00		\$ 886,110.00	
Alternate Bid 1.....													
1	Mill, remove and dispose of 3' wide section of 2" asphalt along curbline, including related items and appurtenances,complete in place.	1,100	SY	\$ 7.25	\$ 7,975.00	\$ 22.50	\$ 24,750.00	\$ 35.00	\$ 38,500.00	\$ 11.00	\$ 12,100.00	\$ 12.50	\$ 13,750.00
2	2" type D asphalt overlay, including tack coat and related items and appurtenances, complete in place	6,718	SY	\$ 15.60	\$ 104,800.80	\$ 22.50	\$ 151,155.00	\$ 25.00	\$ 167,950.00	\$ 19.00	\$ 127,642.00	\$ 17.10	\$ 114,877.80
Total Alternate Bid 1.....				\$ 112,775.80		\$ 175,905.00		\$ 206,450.00		\$ 139,742.00		\$ 128,627.80	
TOTAL BID: Base Bid and Alternate Bid 1.....				\$ 892,501.25		\$ 922,261.00		\$ 954,746.91		\$ 980,186.00		\$ 1,014,737.80	

Bid Schedule
City of Burnet
Wofford Street Waterline
TxCDBG - TDA: CDV23-0311

Contractor:				Jerdon Enterprise, L.P. 13403 Redfish Lane Stafford, Texas 77477 281-261-5000		Arguijo Corporation 3316 Bee Cave Road Unit D Austin, Texas 78746 432-238-7406		JBS Underground, LLC 4846 Ranch Road 1869 Liberty Hill, Texas 78642 361-378-5599, Ext. 703		Qro Mex Const. Co., Inc. 2801 Prairie Creek Rd. Granite Shoals, Texazs 78654 830-598-2266	
BASE BID - CITY OF BURNET - PROPOSED 16" WATERLINE											
Item	Description	QTY	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
A. General Items											
1	Mobilization for duration of project, including related items and appurtenances, complete in place	1	LS	\$ 56,500.00	\$ 56,500.00	\$ 51,993.04	\$ 51,993.04	\$ 104,742.21	\$ 104,742.21	\$ 100,000.00	\$ 100,000.00
2	Traffic control, including Traffic Control Plans signed and sealed by a engineer, submitted and approved by the city, all signage, barricades, cones, and related items and appurtenances, complete in place	1	LS	\$ 8,150.00	\$ 8,150.00	\$ 42,691.46	\$ 42,691.46	\$ 31,897.14	\$ 31,897.14	\$ 25,000.00	\$ 25,000.00
3	Field locate existing utilities and service lines for construction of the proposed improvements, including related items and appurtenances, complete in place	1	LS	\$ 10,750.00	\$ 10,750.00	\$ 8,159.40	\$ 8,159.40	\$ 9,239.12	\$ 9,239.12	\$ 25,000.00	\$ 25,000.00
4	Site Clean-up, 4" topsoil, fine grading of areas disturbed by construction, including related items and appurtenances, complete in place	1	LS	\$ 14,500.00	\$ 14,500.00	\$ 1,981.27	\$ 1,981.27	\$ 7,929.95	\$ 7,929.95	\$ 25,000.00	\$ 25,000.00
5	SWPPP Measures	1	LS	\$ 7,350.00	\$ 7,350.00	\$ 6,423.98	\$ 6,423.98	\$ 7,022.10	\$ 7,022.10	\$ 9,500.00	\$ 9,500.00
6	Hydromulch Seeding of ROW, including related items and appurtenances, complete in place	1	LS	\$ 4,500.00	\$ 4,500.00	\$ 3,847.80	\$ 3,847.80	\$ 5,084.35	\$ 5,084.35	\$ 15,000.00	\$ 15,000.00
7	Furnish and install construction exit, including removal at completion of project, related items and appurtenances, complete in place	70	SY	\$ 40.00	\$ 2,800.00	\$ 21.21	\$ 1,484.70	\$ 27.10	\$ 1,897.00	\$ 65.00	\$ 4,550.00
Total Section A. General Items.....				\$ 104,550.00		\$ 116,581.65		\$ 167,811.87		\$ 204,050.00	
B. Demolition Items											
1	Remove and dispose of existing concrete pavement, including related items and appurtenances, complete in place	10	SY	\$ 130.00	\$ 1,300.00	\$ 80.14	\$ 801.40	\$ 211.32	\$ 2,113.20	\$ 160.00	\$ 1,600.00
2	Remove and dispose of existing asphalt pavement, including related items and appurtenances, complete in place	978	SY	\$ 34.00	\$ 33,252.00	\$ 12.68	\$ 12,401.04	\$ 12.55	\$ 12,273.90	\$ 15.00	\$ 14,670.00
3	Remove and dispose of existing 8" TEE including related items and appurtenances, complete in place	2	EA	\$ 630.00	\$ 1,260.00	\$ 473.44	\$ 946.88	\$ 542.89	\$ 1,085.78	\$ 2,000.00	\$ 4,000.00
4	Remove and dispose of existing 8" gate valve and box including related items and appurtenances, complete in place	3	EA	\$ 660.00	\$ 1,980.00	\$ 947.46	\$ 2,842.38	\$ 539.41	\$ 1,618.23	\$ 2,000.00	\$ 6,000.00
Total Section B. Demolition Items.....				\$ 37,792.00		\$ 16,991.70		\$ 17,091.11		\$ 26,270.00	

Bid Schedule
City of Burnet
Wofford Street Waterline
TxCDBG - TDA: CDV23-0311

Contractor:				Jerdon Enterprise, L.P. 13403 Redfish Lane Stafford, Texas 77477 281-261-5000			Arguijo Corporation 3316 Bee Cave Road Unit D Austin, Texas 78746 432-238-7406		JBS Underground, LLC 4846 Ranch Road 1869 Liberty Hill, Texas 78642 361-378-5599, Ext. 703		Qro Mex Const. Co., Inc. 2801 Prairie Creek Rd. Granite Shoals, Texazs 78654 830-598-2266								
C. Waterline Items																			
1	16" C-900 DR 14 PVC waterline and fittings install by open cut, including structural backfill, related items and appurtenances, complete in place	1,752	LF	\$	210.00	\$	367,920.00	\$	233.35	\$	408,829.20	\$	210.79	\$	369,304.08	\$	230.00	\$	402,960.00
2	16" C-900 DR 14 PVC waterline and fittings installed by open cut, including non-structural backfill, related items and appurtenances, complete in place	592	LF	\$	200.00	\$	118,400.00	\$	200.22	\$	118,530.24	\$	217.15	\$	128,552.80	\$	230.00	\$	136,160.00
3	8" gate valve and box, including related items and appurtenances, complete in place	2	EA	\$	3,925.00	\$	7,850.00	\$	3,135.35	\$	6,270.70	\$	3,288.79	\$	6,577.58	\$	3,500.00	\$	7,000.00
4	16" gate valve and box, including related items and appurtenances, complete in place	8	EA	\$	11,250.00	\$	90,000.00	\$	14,105.02	\$	112,840.16	\$	16,317.82	\$	130,542.56	\$	12,500.00	\$	100,000.00
5	Air release valve assembly, including reducers, 4" gate valve and box, manhole, cone, ring, lid, including related items and appurtenances, complete in place	1	EA	\$	28,450.00	\$	28,450.00	\$	17,000.51	\$	17,000.51	\$	26,594.03	\$	26,594.03	\$	10,500.00	\$	10,500.00
6	4" blow off valve, including related items and appurtenances, complete in place	1	EA	\$	4,825.00	\$	4,825.00	\$	3,706.54	\$	3,706.54	\$	8,720.63	\$	8,720.63	\$	8,500.00	\$	8,500.00
7	Interconnect proposed 16" waterline to existing 16" waterline, including related items and appurtenances, complete in place	1	EA	\$	5,450.00	\$	5,450.00	\$	9,100.92	\$	9,100.92	\$	8,423.11	\$	8,423.11	\$	16,000.00	\$	16,000.00
8	Interconnect proposed 16" waterline to existing 8" waterline, including related items and appurtenances, complete in place	1	EA	\$	5,250.00	\$	5,250.00	\$	9,591.65	\$	9,591.65	\$	8,475.35	\$	8,475.35	\$	14,500.00	\$	14,500.00
9	Interconnect proposed 8" waterline to existing 8" waterline, including related items and appurtenances, complete in place	2	EA	\$	2,800.00	\$	5,600.00	\$	11,133.81	\$	22,267.62	\$	3,450.91	\$	6,901.82	\$	9,500.00	\$	19,000.00
10	Interconnect proposed 4" waterline form air release valve to existing 8" waterline, including related items and appurtenances, complete in place	1	EA	\$	3,650.00	\$	3,650.00	\$	8,745.21	\$	8,745.21	\$	6,937.03	\$	6,937.03	\$	14,000.00	\$	14,000.00
11	Waterline crossing above existing sanitary sewer line with polywrap of waterline and flowable fill bedding, 10' from center and 12" on both sides of 16" pipe including related items and appurtenances, complete in place	20	LF	\$	495.00	\$	9,900.00	\$	97.03	\$	1,940.60	\$	124.38	\$	2,487.60	\$	300.00	\$	6,000.00

Bid Schedule
City of Burnet
Wofford Street Waterline
TxCDBG - TDA: CDV23-0311

Contractor:				Jerdon Enterprise, L.P. 13403 Redfish Lane Stafford, Texas 77477 281-261-5000		Arguijo Corporation 3316 Bee Cave Road Unit D Austin, Texas 78746 432-238-7406		JBS Underground, LLC 4846 Ranch Road 1869 Liberty Hill, Texas 78642 361-378-5599, Ext. 703		Qro Mex Const. Co., Inc. 2801 Prairie Creek Rd. Granite Shoals, Texazs 78654 830-598-2266	
12	Furnish and install trench safety system for waterline, including related items and appurtenances, complete in place	2,400	LF	\$ 27.00	\$ 64,800.00	\$ 1.37	\$ 3,288.00	\$ 2.03	\$ 4,872.00	\$ 7.00	\$ 16,800.00
13	2" asphalt pavement repair, including related items and appurtenances, complete in place	978	SY	\$ 51.00	\$ 49,878.00	\$ 33.00	\$ 32,274.00	\$ 36.15	\$ 35,354.70	\$ 45.00	\$ 44,010.00
14	Remove and reset existing landscape rock at plant entrance, including related items and appurtenances, complete in place	1	LS	\$ 360.00	\$ 360.00	\$ 5,478.34	\$ 5,478.34	\$ 1,677.18	\$ 1,677.18	\$ 2,500.00	\$ 2,500.00
15	Disconnect and cap existing waterline, including related items and appurtenances, complete in place	3	EA	\$ 750.00	\$ 2,250.00	\$ 1,786.11	\$ 5,358.33	\$ 1,110.30	\$ 3,330.90	\$ 6,500.00	\$ 19,500.00

Bid Schedule
City of Burnet
Wofford Street Waterline
TxCDBG - TDA: CDV23-0311

Contractor:				Jerdon Enterprise, L.P. 13403 Redfish Lane Stafford, Texas 77477 281-261-5000		Arguijo Corporation 3316 Bee Cave Road Unit D Austin, Texas 78746 432-238-7406		JBS Underground, LLC 4846 Ranch Road 1869 Liberty Hill, Texas 78642 361-378-5599, Ext. 703		Qro Mex Const. Co., Inc. 2801 Prairie Creek Rd. Granite Shoals, Texazs 78654 830-598-2266	
16	Concrete pavement repair, including related items and appurtenances, complete in place	10	SY	\$ 290.00	\$ 2,900.00	\$ 181.50	\$ 1,815.00	\$ 237.36	\$ 2,373.60	\$ 200.00	\$ 2,000.00
Total Section B. Waterline Items.....				\$ 767,483.00		\$ 767,037.02		\$ 751,124.97		\$ 819,430.00	
Total Base Bid.....				\$ 909,825.00		\$ 900,610.37		\$ 936,027.95		\$ 1,049,750.00	
Alternate Bid 1.....											
1	Mill, remove and dispose of 3' wide section of 2" asphalt along curbline, including related items and appurtenances,complete in place.	1,100	SY	\$ 7.00	\$ 7,700.00	\$ 9.35	\$ 10,285.00	\$ 11.49	\$ 12,639.00	\$ 15.00	\$ 16,500.00
2	2" type D asphalt overlay, including tack coat and related items and appurtenances, complete in place	6,718	SY	\$ 15.00	\$ 100,770.00	\$ 17.88	\$ 120,117.84	\$ 18.96	\$ 127,373.28	\$ 20.00	\$ 134,360.00
Total Alternate Bid 1.....				\$ 108,470.00		\$ 130,402.84		\$ 140,012.28		\$ 150,860.00	
TOTAL BID: Base Bid and Alternate Bid 1.....				\$ 1,018,295.00		\$ 1,031,013.21		\$ 1,076,040.23		\$ 1,200,610.00	



ARCHITECTURE · ENGINEERING · INTERIORS
LANDSCAPE · SURVEYING
LUFKIN · BRYAN · TYLER · WACO · GROESBECK



Wofford Street Waterline
TxCDBG-TDA No. CDV23-0311
GLS Job No. 613018

REFERENCE QUESTIONNAIRE

Contractor Name: Atlas Construction Corp.

Questions	Reference 1:	Reference 2:	Reference 3:
Contact:	City of Elgin 512-815-5724	City of Kyle 512-262-3949	City of San Saba 325-372-5144
What was the project?	Roy Rivers Boulevard Extension Ph. IV Utilities	FM 110 Waterline Improvements	American Rescue Plan Water Line
Was the project on time and budget?	Yes	Yes on time, over budget due to change orders by owner	Yes
How is their response time?	Good	Yes, very good	Very Good
What are their Strengths?	Utility installation	Very good at communication and their PM and supt was quick to respond and be on site to meet	Very good at communication
Any weaknesses we need to be aware of?	None	They're documentation was lacking some, towards end of project city had questions on who did what or handled what and it took time to resolve due to poor documentation on their part. But he said the city had a lot of projects going all at once so it could have been on their end as well.	None
Did many issues arise during planning?	No, it was designed well	None	None
Were the issues resolved ameably?	Yes	N/A	N/A
What would you do different with this Consultant/Contractor?	Nothing	Great job	Perfect for job, use again
How would you rank their major Subs?	They did not use any subs for this project	doesn't recall any issues	Very good
Was this project a CDBG or other grant project?	Not grant funded/city funds	not grant funded/city funds	Yes it was grant
Any other comments?	Good team, wish we had more work to give them	Very good, handled any warranty issues that arose.	Very great job, would use again.



City Council Regular Meeting

May 13, 2025

Wofford Street Waterline Bid Award

Discuss and consider action: Resolution No. R2025-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, SELECTING THE PROPOSAL FOR WOFFORD STREET WATERLINE PROJECT (TxCDBG – TDA CONTRACT NO. CDV23-0311) UNDER REQUEST FOR PROPOSAL 2025-002; AWARDING A CONTRACT TO A SELECTED CONTRACTOR; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY: E. Belaj





TIMELINE

Background



Dec 2022: Grant Scope



Apr 2023: Grant Application



Jan 2024: Grant Award



Jul 2024: Engineering Start



May 2025: Bid Award



October 2025: Project Finish

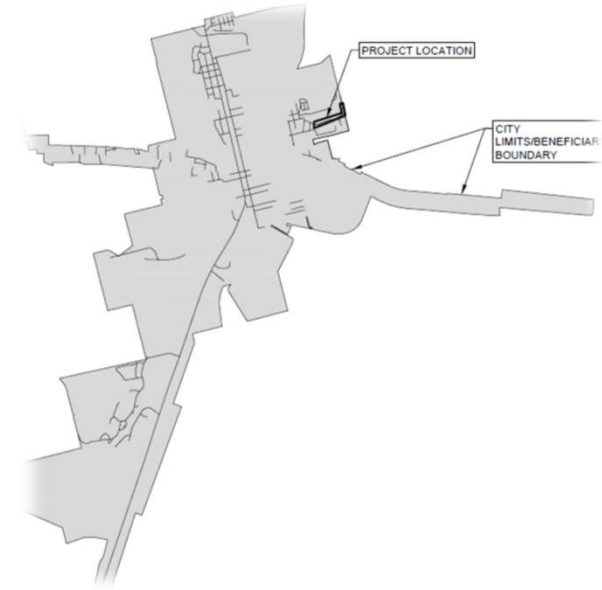




BUDGETED
\$755,976

Grant Funds

- CDBG Grant administered by TDA
- City was awarded a \$755,976 grant
- City's portion is \$255,976
- TDA Funds \$500,000
- Install 2,400' of Water Transmission pipe.
- Connects East tank to the main
Transmission pipe from Post Mountain Tank.
- Provides for Future Growth east of the City.



HUD Activity	Awarded Amount
03J	\$390,200.00
Engineering	\$75,000.00
Admin	\$34,800.00
Total Grant Awarded	\$500,000.00
Committed as Match	\$255,976.00
Match Ratio	51.20%

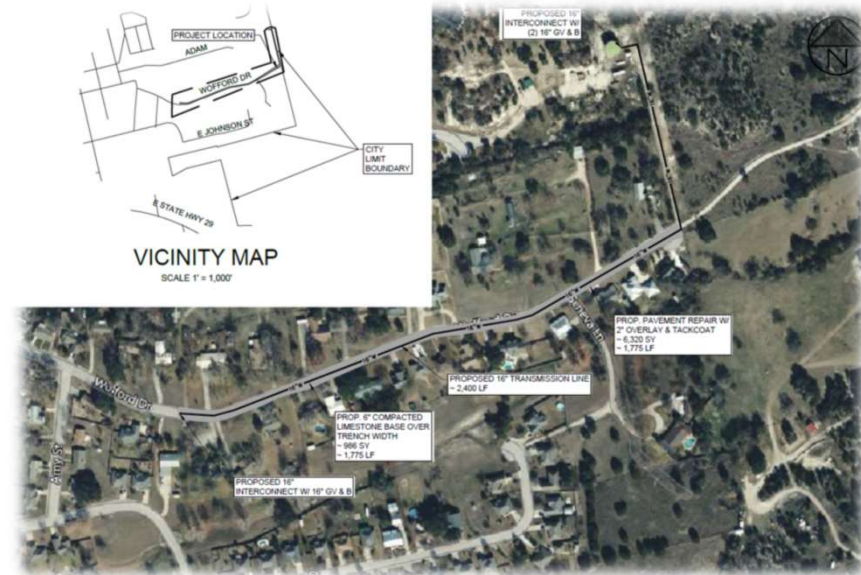




13 bids received

Bids

- 13 Bids
- Lowest Qualified Bid
- Lowest: \$832,710.00
 - Base Bid: \$681,850.00. Est. \$646K
 - Alternate Bid: \$150,860.00
- Bid Alternate to pave Wofford St, from (1 block east) Amy St to Cul-De-Sac.





BIDS

Funding

- **FY 24/25 Budget Allocation:** \$755,976
- **Recommended Contractor:** Atlas Construction Corp
 - Total Bid: \$832,710.00
 - Includes Alternate 1 (Repave Road)
- **Additional Funding for This Project:** \$74,613.23
 - Allocate \$70,000 from W/WW utility funds
 - Incl. Testing
 - \$150,860 from Street Bond Funds

Bid Schedule
City of Burnet
Wofford Street Waterline
TxCDBG - TDA: CDV23-0311

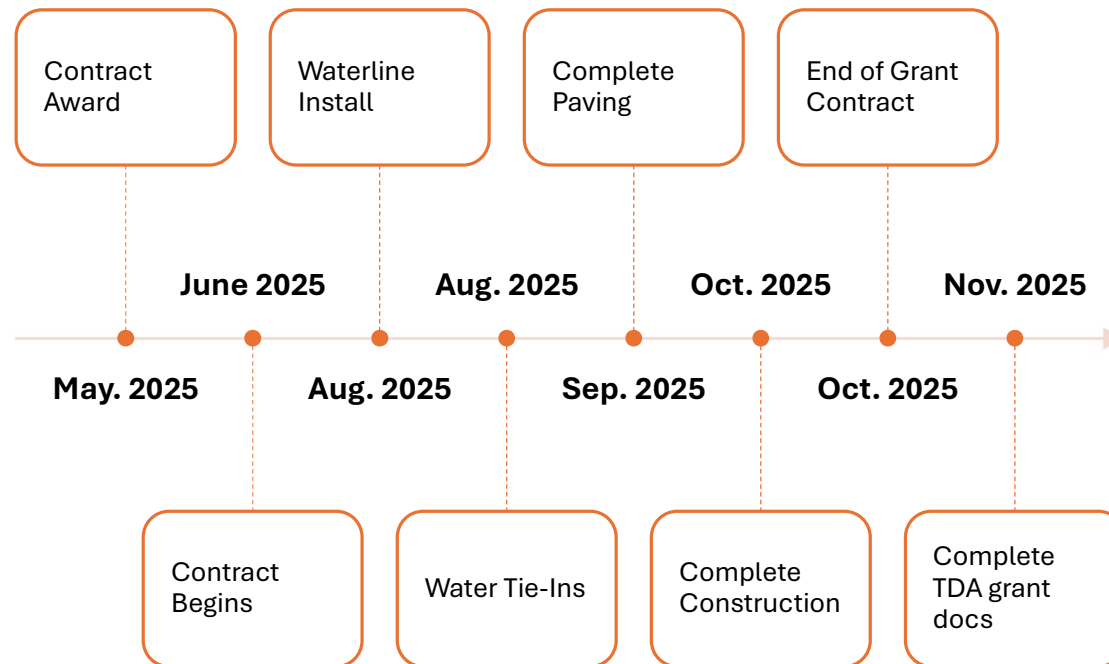
Contractor:				Atlas Construction, Corp. 316 Sunset Drive Granite Shoals, Texas 78854 830-596-0496		JM Pipeline, LLC PO Box 1999 Burnet, Texas 78611 830-853-1010		Harris Road Company 801 CR 310 Jarrrell, Texas 78537 512-214-4385		M&C Fonseca Const. Co., Inc. 1901 Prairie Creek Rd. Granite Shoals, Texas 78854 830-596-1741									
16	Concrete pavement repair, including related items and appurtenances, complete in place	10	SY	\$	250.00	\$	2,500.00	\$	25.00	\$	250.00	\$	306.00	\$	3,060.00	\$	110.00	\$	1,100.00
Total Section B. Waterline Items.....						\$	600,738.00	\$			\$	691,620.00	\$		711,874.62				603,888.00
Total Base Bid.....						\$	681,850.00	\$			\$	722,148.00	\$		747,552.39				683,818.00
Alternate Bid 1.....																			
1	Mill, remove and dispose of 3' wide section of 2" asphalt along curbline, including related items and appurtenances, complete in place.	1,100	SY	\$	15.00	\$	16,500.00	\$	13.00	\$	14,300.00		5.94	\$	6,534.00		18.00	\$	19,800.00
2	2" type D asphalt overlay, including tack coat and related items and appurtenances, complete in place	6,718	SY	\$	20.00	\$	134,360.00	\$	20.00	\$	134,360.00		18.34	\$	123,288.12		28.00	\$	188,104.00
Total Alternate Bid 1.....						\$	150,860.00	\$			\$	148,660.00	\$		129,742.12	\$			207,904.00
TOTAL BID: Base Bid and Alternate Bid 1.....						\$	832,710.00	\$			\$	870,808.00	\$		877,294.51	\$			891,722.00





TIMELINE

Post Award





AWARD

Questions?

Recommendation

- Staff recommends approval of Resolution No. 2025-35 as presented.

Recommendation Letter and Tabulated bids are included.





Item Brief

Meeting Date

May 13, 2025

Agenda Item

Discuss and consider action: Resolution No. R2025-36: E. Belaj

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING A UTILITY OVERSIZING AGREEMENT WITH THE COMMERCIAL NATIONAL BANK OF BRADY AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY

Information

The Commercial National Bank of Brady (Developer/Development) is wishing to construct a bank at the Airy Mount Subdivision, which is located just north of Creekfall development, along SH-29. The development is required to extend an 8" waterline 240' along SH-29. Similar to the Creekfall utility upsizing agreement previously approved by the City Council, increasing the waterline diameter from 8" to 12" would benefit the City.

As shown on the Waterline Costs Comparison Table, the estimated cost of the original design of the Project was \$25,840.00. The revised design requested by the City, which includes upsizing the line to 12", is projected to cost \$34,340.00. Should the City proceed with the upsizing agreement, the additional cost would be \$8,500. The developer would construct the waterline to City standards and, upon completion, dedicate the waterline to the City.

Fiscal Impact

The cost for this pipe upsizing is \$8,500 which will be allocated from Utility Fund Reserves. City staff will present a budget reallocation before Council at a later date.

Recommendation

Staff recommends the approval of Resolution No. R2025-36 as presented.

RESOLUTION NO. R2025-36

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING A UTILITY OVERSIZING AGREEMENT WITH THE COMMERCIAL NATIONAL BANK OF BRADY AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY

Whereas, the Commercial National Bank of Brady (Developer/Development), at the Airy Mount Subdivision, namely Airy Mount Addition Lot 1, in Burnet, TX, applied for a development permit on 12/17/2024; and

Whereas, the Developer is required to install an 8-inch diameter waterline to serve the development; and

Whereas, the City Engineer determined it would be beneficial to the future development of surrounding areas to upsize the waterline to 12-inch diameter; and

Whereas, the proposed oversizing constituted the increase in size of a water main proposed to serve the development from 8-inch diameter to 12-inch diameter; and

Whereas, the projected costs to Developer under the original design is **\$25,840.00** and the costs with the revised design requested by the City are **\$34,340.00**; and

Whereas, The City's contribution is the difference between **\$25,840.00** and **\$34,340.00**, said amount being **\$8,500.00**; and

Whereas, City Council wishes to enter into an oversizing agreement with Developer for costs not to exceed **\$8,500.00**.

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

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

Section Two. Approval. The Oversizing Agreement attached hereto is hereby approved.

Section Three. Authorization. The City Manager is hereby authorized and directed to execute an agreement, in substantial form as the attachment, and execute such ancillary documents and take such other actions reasonably necessary to facilitate the purpose of this resolution; provided the total monetary obligation to the City under said Agreement does not exceed **\$8,500.00**, and does not become payable until the waterline is completed and preliminarily accepted by City Council as public infrastructure.

Section Four. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public and that public notice

of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

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

PASSED AND APPROVED this the 13th day of May, 2025.

CITY OF BURNET, TEXAS

ATTEST:

Gary Wideman, Mayor

Maria Gonzales, City Secretary

DEVELOPER PARTICIPATION AGREEMENT

This **DEVELOPER PARTICIPATION AGREEMENT** is entered into to be effective as of the _____ day of MAY 2025, by and between the City of Burnet City, a Texas home rule municipality, and, Commercial National Bank of Brady, a Texas company, in order to facilitate the oversizing, at the request of the City, of certain Water Service Improvements proposed to serve the Subdivision defined herein.

WHEREAS, in accordance with Texas Local Government Code Chapter 212, Subchapter C, City is authorized to enter into an agreement with Developer to participate in the construction of certain public infrastructure; and

WHEREAS, in accordance with City Code Section 98-44(d) the City may require a subdivider to oversize water and/or wastewater facilities; and

WHEREAS, the Developer proposes to construct a Water Main with variable diameters of six and eight inches to serve the Subdivision; and

WHEREAS, upon the City Engineer's determining that increasing the Water Main's diameter to twelve inches would be significantly beneficial to surrounding properties, City Council authorized the issuance of notice of intent to consider oversizing the water main; and

WHEREAS, after receipt of notice of City's intent to consider oversizing, Developer provided a written cost estimate; and

WHEREAS, after receipt of the cost estimate, and authorization by City Council, the City Manager notified Developer that City wished to exercise its option; and

WHEREAS, as the oversizing of the Water Main will increase service capacity and facilitate future development in the area the City's participation in this Project is exempted from statutory procurement laws pursuant to Texas Local Government Code Section 212.072I, and limited to the incremental costs of oversizing the water main as required by City Code 98-44(d)(5); and

WHEREAS, subsequent to the City Council's grant of authorization the City Engineer determined it would be significantly beneficial to surrounding properties to extend the length of the Water Main; and

WHEREAS, City Council has authorized the additional costs for extending the Water Main, and Developer has agreed to construct such extension in consideration for the City's payment of costs of such extension; and

WHEREAS, the City of Burnet has acquired and is the current holder of any and all easements required for this Project and has all legal authorization necessary to construct utilities in the easement; and

Initials: City: _____

Developer: _____

Page 1 of 13

WHEREAS, upon completion of the waterline construction, the Developer shall convey the Water Main infrastructure to the City of Burnet.

NOW THEREFORE the Parties adopt, agree to be bound by, and approve the following Agreement and all related attachments and agree that the mutual promises contained in this Agreement constitute legal and sufficient consideration to constitute a binding contract.

I. Definitions.

The following terms and phrases used in this Agreement shall have the meanings ascribed hereto:

“Agreement” means this agreement, including any amendments hereto.

“City” means the City of Burnet, Texas.

“City Code” means the City of Burnet’s Code of Municipal Ordinances.

“City Council” means the governing body of the City.

“Contractor” shall mean the person, firm, corporation, partnership, association, or other entity awarded the contract by Developer for the construction and installation of the Improvements.

“Day” means a calendar day.

“Developer” means Commercial National Bank of Brady.

“LUE” means Living Unit Equivalent as such term is defined in the City Code.

“Effective Date” means the date stated in the first paragraph herein.

“Improvements” means the street, water, sewer, and related infrastructure the Contractor shall construct to serve the Subdivision.

“Project” means the 12-inch diameter Water Main Developer shall cause to be constructed under this Agreement, and which is described and illustrated in the Construction Plans attached hereto as **Exhibit “A”**.

“Project Completion” means City Council’s preliminary acceptance of the Project for public use and maintenance.

“Subdivision” means the proposed subdivision of land in Burnet, Burnet County, Texas, designated as “Airy Mount Addition Lot 1.”

“Subdivision Ordinance” means Chapter 98 of the City Code.

“Warranty period” means the period of time specified in the Subdivision Ordinance the Developer shall warranty new construction after preliminary acceptance.

“Waterline Costs Comparison Table” means the spreadsheet, attached hereto as Exhibit “B”, showing the projected costs to Developer under said table.

“Water Main” means the water line infrastructure planned for the provision of water service to the Subdivision and that is to be oversized under the terms of this Agreement to facilitate future development in the area.

Initials: City: _____

Developer: _____

Page 2 of 13

II. Water Main Oversizing.

1. **Purpose.** The purpose of this Agreement is to authorize the City's participation in the costs of the construction of the Project. The Project, as originally proposed by Developer consisted of the construction of a 8-inch diameter Water Main to serve the Subdivision. As shown on **Exhibit "A"** this Agreement authorizes the oversizing the Water Main to 12-inches in diameter, and the extension of said water main for a longer length than required to serve the Subdivision as shown on **Exhibit "A"** and associated infrastructure cost comparison **Exhibit "B"**.
2. **Project Costs.** As shown on the Waterline Costs Comparison Table the costs of the original design of the Project were projected to be **\$25,840.00** and the costs with the revised design requested by the City are projected to be **\$34,340.00**.
3. **City's Project Contribution Costs.** The City's contribution is the difference between **\$25,840.00** and **\$34,340.00**, said amount being **\$8,500**; and City shall not be obligated to pay any amount in excess of **\$8,500**, without the approval of City Council.
4. **Project Completion.** City Council's preliminary acceptance of the Project, as public infrastructure, shall occur after the City Engineer confirms the substantial completion of the Project in accordance with the Project's approved construction plans. City Council's preliminary acceptance shall not be unreasonably conditioned, delayed, or denied.
5. **Warranty.** City Council's preliminary acceptance of the Project shall be conditional on Developer guaranteeing the design, materials and construction of the Project during the Warranty Period and providing fiscal assurance during the Warranty Period as required by the City Code.
6. **Payment of City's Project Contribution Costs.** City shall make payment of its contribution in full within 30 days after Project Completion and Dedication.
7. **Capacity.** Upon payment of impact, and all applicable other fees, Developer shall be entitled to **2 LUEs** to serve the Subdivision. This shall be the maximum capacity Developer shall be entitled from the Project. The remaining Project water capacity shall be the property of the City for all purposes. Any LUEs not used within five (5) years of the Effective Date of this Agreement shall expire and be forfeited. The City makes no guarantee regarding LUE availability for future phases. Any additional utility service needs shall be negotiated separately with the City.
8. **Insurance.** This Agreement shall be subject to the insurance coverage requirements of the Insurance Addendum attached hereto. With the prior written approval of the City Manager, the Contractor(s) may be substituted, for Developer, as the party required to maintain insurance coverage. In order for such substitution to be authorized, the contract between

Initials: City: _____

Developer: _____

Page 3 of 13

Developer and its contractor shall include the Insurance Addendum and shall be provided so executed to the City Manager.

9. **Indemnification.** This Agreement is subject to (and any agreement Developer enters with Contractor(s) to construct the Improvements shall include) the indemnification language that follows: **DEVELOPER COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES OF CITY, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, BODILY INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON CITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO DEVELOPER'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF DEVELOPER, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT, CONTRACTOR OR SUBCONTRACTOR OF DEVELOPER, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. DEVELOPER SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY OR DEVELOPER KNOWN TO DEVELOPER RELATED TO OR ARISING OUT OF DEVELOPER'S ACTIVITIES UNDER THE AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT DEVELOPER'S COST. CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING DEVELOPER OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH. IN THE EVENT DEVELOPER AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO EITHER PARTY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

Initials: City: _____

Developer: _____

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This Indemnification Provision shall survive termination of this Agreement by expiration, mutual agreement, or Default, for eight years after such termination or until any claim made against the City during such survival period is resolved, whichever is later.

10. **Term.** This Agreement shall terminate eighteen months from the effective date or upon acceptance, and payment of its contribution, by City related to the Project, whichever occurs first.
11. **Default.** Substantial Compliance and Default. Failure by either party to timely and substantially comply with any performance requirement, duty, or covenant shall be considered an act of Default if uncured within sixty (60) days of receiving written notice from the other party.
 - a. **Developer's failure to complete timely Project.** Subject to cure, force majeure, should Developer fail to Complete the Project, or any component thereof by the prescribed Completion Date, City may either terminate this Agreement or exercise its right under the performance bond and require the surety to Complete the Project. In the event City elects to terminate, the Parties shall have no further obligations to the other after such termination save and except as provided under Section (9) (entitled "Indemnification"). In the event City elects to enforce its rights under the performance agreement: (i) Developer shall not be entitled to any reimbursement for any Project component for which Developer was in default; and (ii) the reimbursement otherwise due to Developer, for completion of any Project component, shall be reduced by equal amount to the City's actual costs for the completion of the Project component for which Developer was in default. Moreover, should the developer fail to complete the utility upsizing project noted in this agreement, the developer may not continue to develop the land associated with the upsizing of the utility noted herein, until the performance deficiencies are remedied to the City's satisfaction.
 - b. **City's Default.** In the event of default by City, Developer's sole remedy is an action for any unpaid portion of City's Project Contribution Costs.
 - c. **Special Damages.** Neither Party shall be entitled to special damages such as incidental, consequential, special, exemplary, or putative damages as a result of default by the other Party.

III. MISCELLANEOUS

This Agreement shall be subject to the terms and conditions which follow:

1. **Additional Instruments.** City and Developer agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement.

Initials: City: _____

Developer: _____

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2. **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
3. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to choice-of-law rules of any jurisdiction.
4. **Attorney's Fees.** In any action or proceeding brought to enforce any provision of this Agreement or where any provision hereof is validly asserted as a defense, the successful party shall, to the extent permitted by applicable law, be entitled to recover reasonable attorney's fees and costs.
5. **Assignment.** Developer understands and agrees that City expressly prohibits Developer from selling, transferring, assigning or conveying in any way any rights to receive the proceeds under this Agreement without City's prior written consent.
6. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
8. **Construction.** The Parties acknowledge that the Parties and their counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement.
9. **Enforcement.** The City Manager or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. As required by Texas Local Government Code Section 212.074(a) all of Developer's records related to the Project shall be available for inspection by the City Manager upon reasonable request.
10. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement, as approved by the City Council. **Exhibits, Addenda, and Attachments.** All Exhibits, Addenda and

Initials: City: _____

Developer: _____

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Attachments referenced in this Agreement are attached hereto and incorporated herein for all purposes. Exhibits, and Addenda, to this Agreement include the following:

Exhibits:

Exhibit "A" Project Construction Plans

Exhibit "B" Waterline Costs Comparison Table

Addenda Insurance Addendum

11. **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, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, governmental action, delay in issuance of permits or approvals (including, without limitation, fire marshal approvals), enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the obligated party and delays caused by the other party, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
12. **Gender.** The gender of the wording throughout this Agreement shall always be interpreted to mean either sex; and, where the context requires, the plural of any word shall include the singular.
13. **Immunities and defenses.**
 - a. By entering into this Agreement, the Parties do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of parties, and nothing contained herein shall ever be construed as a waiver of sovereign, statutory or official immunity by the City with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.
 - b. No employee of City, or any councilmember or agent of City, shall be personally responsible for any liability arising under or growing out of this Agreement.
14. **Mutual Assistance.** City and Developer will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.
15. **No Joint Venture.** Nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Except, as otherwise specifically provided herein,

Initials: City: _____

Developer: _____

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neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

16. **Notices.** Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, by messenger, by facsimile, or by reputable overnight carrier, and shall be deemed delivered when received at the addresses of the Parties set forth below, or at such other address furnished in writing to the other Parties thereto:

DEVELOPER: Clay Jones
President and CEO
Commercial National Bank of Brady
105 E 2nd Street, Brady, Texas 76825

CITY: City Manager
City of Burnet
P.O. Box 1369
1001 Buchanan Drive, Suite 4
Burnet, Texas 78611

17. **Recitals.** The recitals set out in the preamble of this Agreement are found and determined by the Parties to be true and correct and are made part of this Agreement for all purposes.
18. **Severability.** In the event any provision of this Agreement is illegal, invalid, or unenforceable under the present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceable and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
19. **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.
20. **Venue.** All obligations of the parties created hereunder are performable in Burnet County, Texas; and, therefore, any action arising under this Agreement shall lie in a court of competent jurisdiction in said county.
21. **Waiver.** The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to

Initials: City: _____

Developer: _____

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exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

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

Initials: City: _____

Developer: _____

Page 9 of 13

This Agreement is legally effective and enforceable the last date of execution of this Agreement by the Parties.

CITY:

CITY OF BURNET

DEVELOPER:

COMMERCIAL NATIONAL BANK OF
BRADY

By: _____
David Vaughn, city manager

By: _____
Clay Jones, President and CEO

THE STATE OF TEXAS §
 §
COUNTY OF BURNET §

This instrument was acknowledged before me on _____, 2025, by Clay Jones, in his capacity as President and Chief Executive Officer, and on behalf, of Commercial National Bank of Brady.

Notary Public in and for the State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF BURNET §

This instrument was acknowledged before me on _____, 2025, by David Vaughn, in his capacity as City Manager, and on behalf, of the City of Burnet, Texas.

Notary Public in and for the State of Texas

Initials: City: _____

Developer: _____

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INSURANCE ADDENDUM

This Agreement shall be subject to the insurance requirements that follow:

1. Prior to the commencement of any work under this Agreement, the Developer's Contractor shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's City Manager, which shall be clearly labeled with the legal name of the Developer's project in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to perform under this Agreement until such certificate and endorsements have been received and approved by the City's City Manager, or Assistant City Manager. No officer or employee, other than the City's City Manager, or Assistant City Manager, shall have authority to waive this requirement.
2. The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's City Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will the City allow modification whereupon City may incur increased risk.
3. A Developer's Contractor's financial integrity is of interest to the City; therefore, subject to Developer's Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Developer's Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Developer's Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A-(VII), in the following types and for an amount not less than the amount listed:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000 / \$1,000,000 / \$1,000,000

Initials: City: _____

Developer: _____

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Developer Participation Agreement

3. Commercial General Liability Insurance to include coverage for the following: a. Premises operations *b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability *f. Environmental Impairment/ Impact – sufficiently broad to cover disposal liability *g. Broad form property damage, to include fire legal liability	For Bodily Injury and Property Damage of \$1,000,000 per occurrence. \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
4. Business Automobile Liability a. Owned/leased vehicle b. Non-owned vehicle c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

* May be waived by City Manager if not applicable to activities performed by Developer

4. The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). The Developer shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. The Developer shall pay any costs incurred resulting from said changes. Copies of such documentation required under this section shall be delivered to:

City of Burnet, Texas
Attn. City Manager
P.O. Box 1369
1001 Buchanan Drive, Suite 4
Burnet, Texas 78611

5. Developer agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
- a. Name the City, its officers, officials, employees, volunteers, and elected representatives as by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
 - b. Provide for an endorsement that the "other insurance" clause shall not apply to the City of Burnet where the City is an additional insured shown on the policy;
 - c. Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.

Initials: City: _____

Developer: _____

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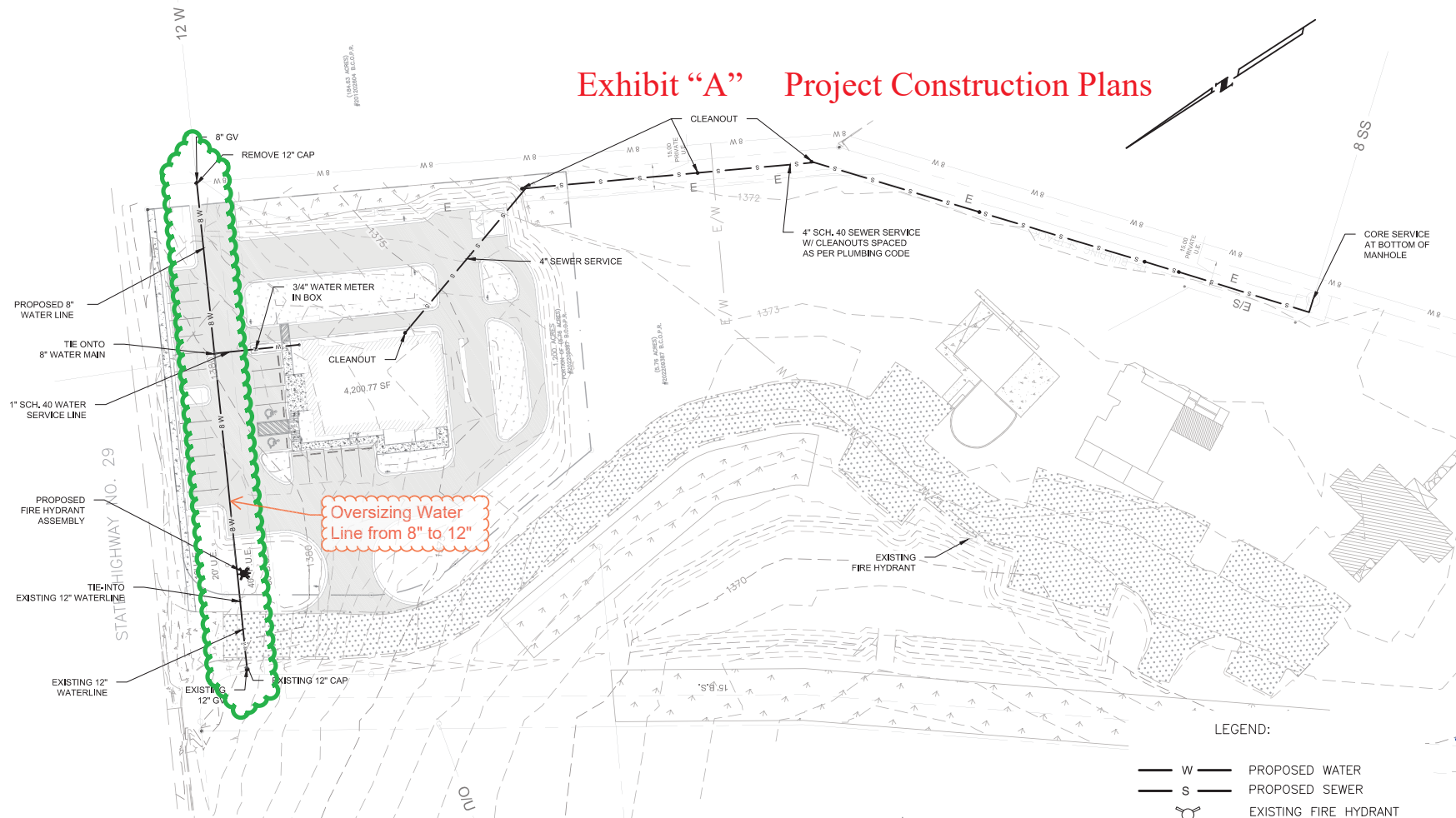
- d. Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
6. Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Developer shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Developer's authorization under this agreement should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
7. Nothing herein contained shall be construed as limiting in any way the extent to which Developer may be held responsible for payments of damages to persons or property resulting from Developer's or its subcontractors' performance of the work covered under this Agreement.
8. It is agreed that Developer's Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Burnet for liability arising out of operations under this Agreement.
9. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

Initials: City: _____

Developer: _____

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Exhibit "A" Project Construction Plans



Oversizing Water
Line from 8" to 12"

LEGEND:

- W PROPOSED WATER
- S PROPOSED SEWER
- EXISTING FIRE HYDRANT
- (S) EXISTING SEWER MANHOLE
- BOUNDARY LINE
- JOINER LINE
- E EXISTING UNDERGROUND ELECTRICAL
- 8W EXISTING 8" WATER MAIN
- 12W EXISTING 12" WATER MAIN
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- ROADWAY

GRAPHIC SCALE



NOTE: WATERLINE WILL BE UPSIZED TO
12" WITH CITY OF BURNET
PARTICIPATION

CAUTION:

OVERHEAD AND UNDERGROUND
UTILITIES

WILLIAM H ENGINEERING LLC
1001 W. TEXAS STREET
BURNET, TEXAS 76811
PH 512-553-1555
marcus@williamhengineering.com
TEXAS REGISTRATION # 17058



UTILITY PLAN
COMMERCIAL NATIONAL BANK
BURNET, TEXAS



02/19/2025

FILE: A:\23-2026\DESIGN\PLANS\UTILITY PLAN.dwg			
UTS No.	Scale (Inch)	AS SHOWN	NO
Date:	00/00/24	Checked By:	SH
Rev. No.	Date	Drawn By:	MS
1			
2			
3			

SHEET

7.0

ENGINEERS OPINION OF PROBABLE CONSTRUCTION COST FOR COMMERCIAL NATIONAL BANK

WATER SERVICE EXTENSION 8"

WATER SERVICE EXTENSION 12"

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
PIPE, PVC C900, DR18 - 8"	240	LF	\$ 65.00	\$ 15,600.00	PIPE, PVC C900, DR18 - 12"	240	LF	\$ 90.00	\$ 21,600.00
CONNECTION TO EXISTING WATER MAIN	1	EA	\$ 1,000.00	\$ 1,000.00	CONNECTION TO EXISTING WATER MAIN	2	EA	\$ 1,000.00	\$ 2,000.00
TRENCH SAFETY, ALL DEPTHS	240	LF	\$ 1.00	\$ 240.00	TRENCH SAFETY, ALL DEPTHS	240	LF	\$ 1.00	\$ 240.00
FIRE HYDRANTS	1	EA	\$ 5,000.00	\$ 5,000.00	FIRE HYDRANTS	1	EA	\$ 5,000.00	\$ 5,000.00
PRESSURE TEST	1	LS	\$ 3,000.00	\$ 3,000.00	PRESSURE TEST	1	LS	\$ 3,000.00	\$ 3,000.00
SYSTEM STERILIZATION	1	LS	\$ 1,000.00	\$ 1,000.00	ENGINEERING PROFILE	1	EA	\$ 1,500.00	\$ 1,500.00
WATER SERVICE EXTENSION 8"				\$ 25,840.00	SYSTEM STERILIZATION	1	LS	\$ 1,000.00	\$ 1,000.00
					WATER SERVICE EXTENSION 12"				\$ 34,340.00

SUMMARY OF IMPROVEMENTS		SUMMARY OF IMPROVEMENTS	
WATER SERVICE EXTENSION 8"	\$ 25,840.00	WATER SERVICE EXTENSION 12"	\$ 34,340.00
TOTAL ESTIMATED COST	\$ 25,840.00	TOTAL ESTIMATED COST	\$ 34,340.00



TOTAL 8" WATER	\$	25,840.00
TOTAL 12" WATER	\$	34,340.00
DIFFERENCE	\$	8,500.00



City Council Regular Meeting

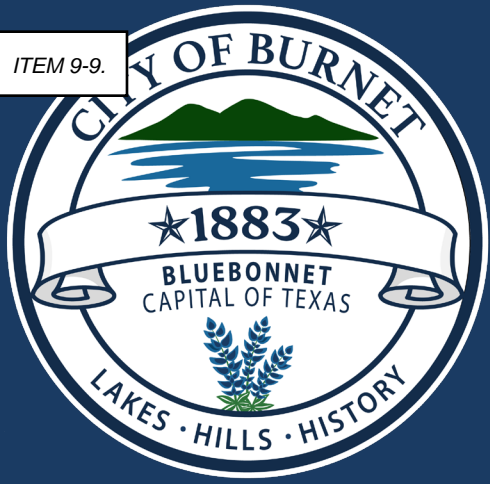
May 13, 2025

Utility Oversizing Agreement

Discuss and consider action: Resolution No. R2025-36:

E. Belaj

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING A UTILITY OVERSIZING AGREEMENT WITH THE COMMERCIAL NATIONAL BANK OF BRADY AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY



DEVELOPMENT

Project Info.

- 4,200 SF Bank
- Drive Through Lane(s) and ATM
- 240' Waterline and Fire Hydrant

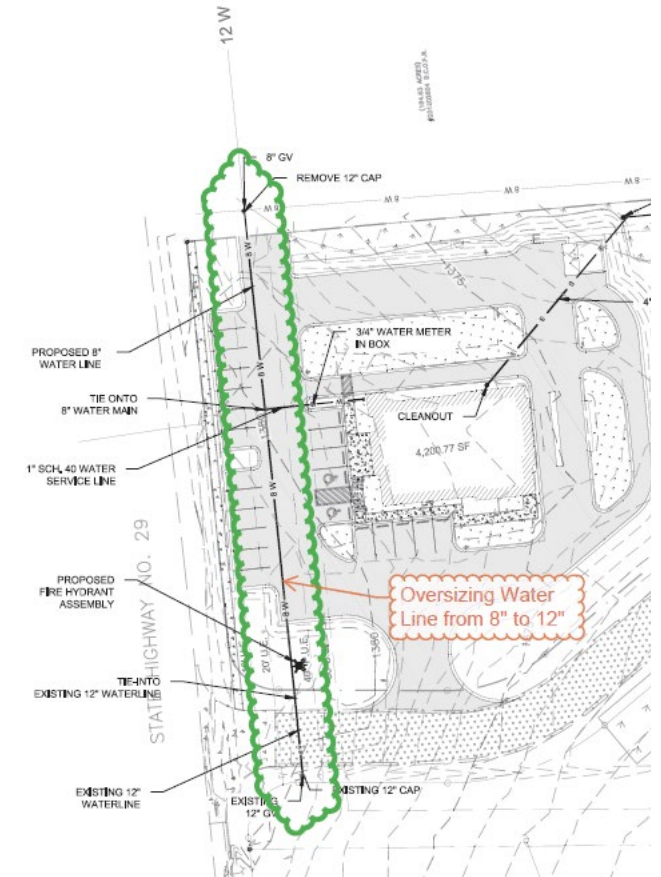




WATER LINE

Project Info.

- Creekfall extended water line
- Airy Mt. Developer already installed 12" under driveway
- Bank: 240' Waterline and Fire Hydrant
- Bank: 8" Pipe Diameter Required
- 12" Pipe Diameter Proposed





PROJECT COST

Funding

- **Costs:** \$8,500 to upsize
 - 8" Pipe Cost: \$25,840.00
 - 12" Pipe Cost:\$34,340.00
- **Construction:** Per City Standards
 - Inspected
 - Tested
- **Payment:** After it is constructed





APPROVAL

Questions?

Recommendation

- Staff recommends the approval of Resolution No. R2025-36 as presented.

Resolution includes allocating \$8,500 to this project. Budget amendment will be presented later this year.