



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

Notice is hereby given that a **Regular City Council Meeting** will be held by the governing body of the City of Burnet on the **26th day of September, 2023**, at **6:00 p.m.**, in the City of Burnet Council Chambers located at 2402 S. Water Street (Hwy. 281 South, Burnet Municipal Airport) Burnet, TX.

The City of Burnet City Council Meeting will be available for live viewing via the following media connections.

City of Burnet Facebook Page: <https://www.facebook.com/cityofburnet>

City of Burnet Website via Zoom as follows:

<https://us02web.zoom.us/j/81278669602>

Or One tap mobile :

US: 8778535257,,81278669602# (Toll Free) or 8884754499,,81278669602# (Toll Free)

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: 877 853 5257 (Toll Free) or 888 475 4499 (Toll Free)

Webinar ID: 812 7866 9602

International numbers available: <https://us02web.zoom.us/j/81278669602>

The Zoom connection is a live broadcast viewing option only. The option for comments will not be available.

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

The following subjects will be discussed, to wit:

CALL TO ORDER:

ROLL CALL:

INVOCATION:

PLEDGES (US & TEXAS):

1. SPECIAL REPORTS/RECOGNITION:

- 1.1) August 2023 Financial Report: P. Langford
- 1.2) Burnet Police Department Quarterly Report: B. Lee
- 1.3) Public Works and Development Services Quarterly Report: C. Kehoe
- 1.4) Fire Department Quarterly Report: M. Ingram

2. CONSENT AGENDA: *(All of the following items on the Consent Agenda are considered to be self-explanatory 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.)*

- 2.1) Approval of the September 12th, 2023 City Council Workshop Meeting Minutes
- 2.2) Approval of the September 12th, 2023 City Council Regular Meeting Minutes
- 2.3) Consent: Approval of an Interlocal Funding Agreement with the Burnet County, Herman Brown Free Library for utility assistance and program funding: K. Dix
- 2.4) Consent: Approval of an Interlocal Funding Agreement with the Burnet County Heritage Society, for utility assistance: K. Dix
- 2.5) Consent: Approval of an Interlocal Funding Agreement with the Capital Area Rural Transportation System (CARTS) for program funding assistance: K. Dix
- 2.6) Consent: Approval of an Interlocal Funding Agreement with Opportunities for Williamson and Burnet Counties, Inc. (OWBC) Senior Nutrition program funding: K. Dix
- 2.7) Consent: Approval of a Interlocal Funding Agreement with the Hill Country Children's Advocacy Center for utility assistance and program funding: K. Dix
- 2.8) Consent: Approval of an Interlocal Funding Agreement with the Boys and Girls Club of Highland Lakes Inc., for utility assistance and program funding: K. Dix
- 2.9) Consent: Approval of an Interlocal Funding Agreement with Hill Country Community Foundation, for utility assistance: K. Dix
- 2.10) Consent: Approval of a Interlocal Funding Agreement with LACare, Lakes Area Care, Inc., for utility assistance: K. Dix
- 2.11) Consent: Approval of an Interlocal Funding Agreement with the Burnet County Child Welfare Board for program funding: K. Dix

2.12) Consent: Approval of an Interlocal Funding Agreement with the CASA for the Highland Lakes program funding: K. Dix

2.13) Consent: Approval of an Interlocal Funding Agreement with Hill Country Smiles for program funding: K. Dix

2.14) Consent: Approval of an Interlocal Funding Agreement with The Hill Country 100 Club for program funding: K. Dix

3. PUBLIC HEARINGS/ACTION: None.

4. ACTION ITEMS:

4.1) Discuss and consider action: Purchase of Police Department Vehicles for the 2023/2024 fiscal year: B. Lee

4.2) Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY KNOWN AS: 104 COUNTY ROAD 108 (LEGALLY DESCRIBED AS: BEING 0.973 ACRES, OUT OF THE JOHN HAMILTON SURVEY NO. 1, ABS. NO. 405) FROM AGRICULTURE – DISTRICT “A” TO NEIGHBORHOOD COMMERCIAL – DISTRICT “NC” CLASSIFICATION: L. Kimbler

4.3) Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING PROPERTY KNOWN AS 507 E JACKSON & 310 S SILVER ST (LEGALLY DESCRIBED AS: BEING LOTS ONE, TWO, THREE AND FOUR, BLK SIX, PETER KERR DONATION PORTION) FROM ITS PRESENT DESIGNATION OF LIGHT INDUSTRIAL – DISTRICT “I-1” TO A DESIGNATION OF NEIGHBORHOOD COMMERCIAL – DISTRICT “NC”; PROPERTY LEGALLY DESCRIBED AS: EAST PART OF LOTS 1 & 2 (0.67 ACRE), BLOCK 15, VANDEVEER/ALEXANDER ADDITION FROM ITS PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF NEIGHBORHOOD COMMERCIAL – DISTRICT “NC”; PROPERTY KNOWN AS 404 E MARBLE ST (LEGALLY DESCRIBED AS: BEING A PORTION OF LOTS TWO AND THREE, BLK 15, VANDEVEER ADDITION), FROM ITS PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF NEIGHBORHOOD COMMERCIAL – DISTRICT “NC”; PROPERTY KNOWN AS 801 E PECAN STREET (LEGALLY DESCRIBED AS: LOT 4, BLK 4, JOHNSON ADDITION) FROM ITS PRESENT DESIGNATION OF LIGHT INDUSTRIAL – DISTRICT “I-1” TO A DESIGNATION OF SINGLE-FAMILY RESIDENTIAL - DISTRICT “R-1”; AND PROPERTY KNOWN AS 607 S RHOMBERG STREET (LEGALLY DESCRIBED AS: S8450

VANDEVEER/ALEXANDER LOT PT OF 3, BLK 44) FROM ITS PRESENT DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1” TO A DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” CLASSIFICATION.: L. Kimbler

4.4) Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY KNOWN AS 1402 N. WATER ST (LEGALLY DESCRIBED AS: LOT 2, AND THE EAST 15 FT OF LOT 7, BLOCK 10, OAKS ADDITION), FROM MULTI-FAMILY RESIDENTIAL – DISTRICT “R-3” TO SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” CLASSIFICATION.: L. Kimbler

4.5) Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY GRANTING A CONDITIONAL USE PERMIT TO ALLOW THE USE OF AN “MINI STORAGE WAREHOUSE” IN A HEAVY COMMERCIAL – DISTRICT “C-3” FOR PROPERTY KNOWN AS 2435 W HWY 29, LEGALLY DESCRIBED AS: 6.06 ACRE TRACT, MORE OR LESS (INSIDE CITY LIMITS), OUT OF THE JOHN HAMILTON SURVEY, ABS. NO. 405.: L. Kimbler

4.6) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AWARDED STATEMENT OF PROPOSALS (RFP2023-009) FOR ADMINISTRATION/PROJECT DELIVERY SERVICE PROVIDER TO COMPLETE APPLICATION AND PROJECT IMPLEMENTATION FOR THE TEXAS DEPARTMENT OF EMERGENCY MANAGEMENT (“TDEM”) 2023 SEVERE WINTER STORM, DR-4705 GRANT PROGRAM: A. Feild

4.7) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AWARDED STATEMENT OF QUALIFICATIONS (RFQ2023-004) FOR PROFESSIONAL SERVICE (ENGINEERING) TO COMPLETE PROJECT IMPLEMENTATION FOR THE TEXAS DEPARTMENT OF EMERGENCY MANAGEMENT (“TDEM”) 2023 SEVERE WINTER STORM, DR-4705 GRANT PROGRAM: A. Feild

5. REQUESTS FROM COUNCIL FOR FUTURE REPORTS: In accordance with Resolution 2020-28 Council Members may request the City Manager to prepare and present future reports on matter of public interest.

6. ADJOURN:

Dated this 22nd day of September, 2023

City of Burnet

Mayor Gary Wideman

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 September 22, 2023 at or before 6 o'clock p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Kelly Dix

Kelly Dix, 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 faxed to the City Secretary at 512.756.8560.

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).



CITY OF BURNET

FINANCIAL REPORT

FYTD AUGUST 2023

Bluebonnet Capital of Texas - Lakes, Hills, History



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GENERAL FUND

The General Fund ended the period with a profit of \$1,560,121 and in total their revenues and expenses are performing well compared to the budget.

The General Fund's primary revenues include:

- **Property tax collections** – ended the period at 101% of budget and increased by \$500,158 over the same period last year.
- **Sales tax collections** – ended the period at 91% of budget and increased by \$50,276 over the same period last year.
- **EMS transfer collections** – ended the period at 81% of budget and decreased by (\$244,420) over the same period last year.
 - Collections are tracking under budget because the hospital transfer call volume is down 18% mainly because of hospital staff shortages.
- **Transfers In from other funds** – ended the period at 94% of budget and increased by \$286,976 over the same period last year.

Total expenditures ended the period under budget at 89%.

GOLF COURSE

The Golf Course ended the period with a profit of \$505,672 which is a \$137,566 improvement over the same period last year because of increasing revenues.

Total revenues ended the period at 117% of budget and have increased by \$334,662 compared to last year mainly due to increases from green fees/cart rentals, new members, new tournaments, and other revenues which include rebates from early order chemical and fertilizer programs and interest income. Rounds played have increased by almost 6% from last year and the average green fee revenue per round is \$39.72 which is an increase of \$2.08 over this time last year.

Total expenses ended the period at 94% of budget which is slightly above the straight-lined average for the period but expected given the increases in revenues this year which is more than offsetting the increase in expenses.

ELECTRIC FUND

The Electric fund ended the period with a profit of \$477,241 which is above budget for the year.



CITY OF BURNET
FYTD AUGUST FINANCIAL SUMMARY

FY 2023

Total revenues are performing well and ended the period at 96% of budget. Compared to last year, consumption has decreased by 1.34%.

Total expenses are right on track at 91% of the annual budget.

WATER/WASTEWATER

The Water/Wastewater fund ended the period with a profit of \$560,564 which is well above budget for the year.

Total revenues are doing well and ended the period at 96% of budget. Water consumption has increased slightly over last year and both Water and Wastewater sales are tracking well compared to the budget. The fund is also seeing an increase in other revenues from bulk water sales this year.

Total expenses are tracking under budget at 89%. Compared to last year, expenses have increased mainly because of personnel costs. Last year, the department adopted a new pay scale to attract and retain employees.

AIRPORT (Restricted Fund)

The Airport fund ended the period with a profit of \$103,471 Their revenues and expenses appear to be tracking as expected since the new Fixed Base Operator (FBO) contract went into effect on January 1, 2023.

Prior to January 1, the Airport Fund was operated under the "Interim" FBO contract. Because the original budget was based on the new FBO contract going into effect on October 1st, staff amended the budget to reflect the contract changes.

The fund's net position is tracking ahead of the amended annual budget for the period.

CASH RESERVES

The total "Unrestricted" cash reserve balance for the city as of August 31, 2023, was \$6,110,359. That is **\$1,463,359** above our 90-day required reserve amount.

The total "Restricted by Council" cash reserve balance for the city as of August 31, 2023, was \$4,382,323.

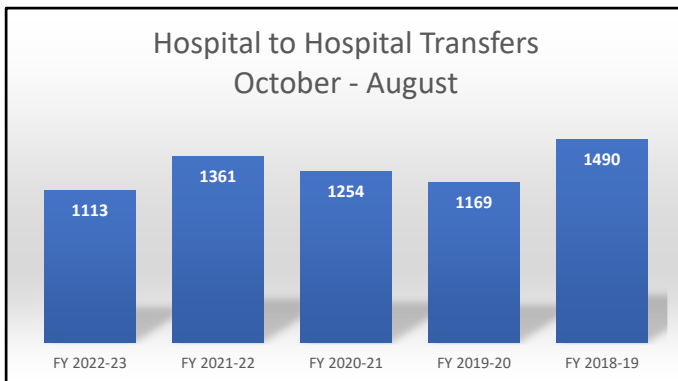
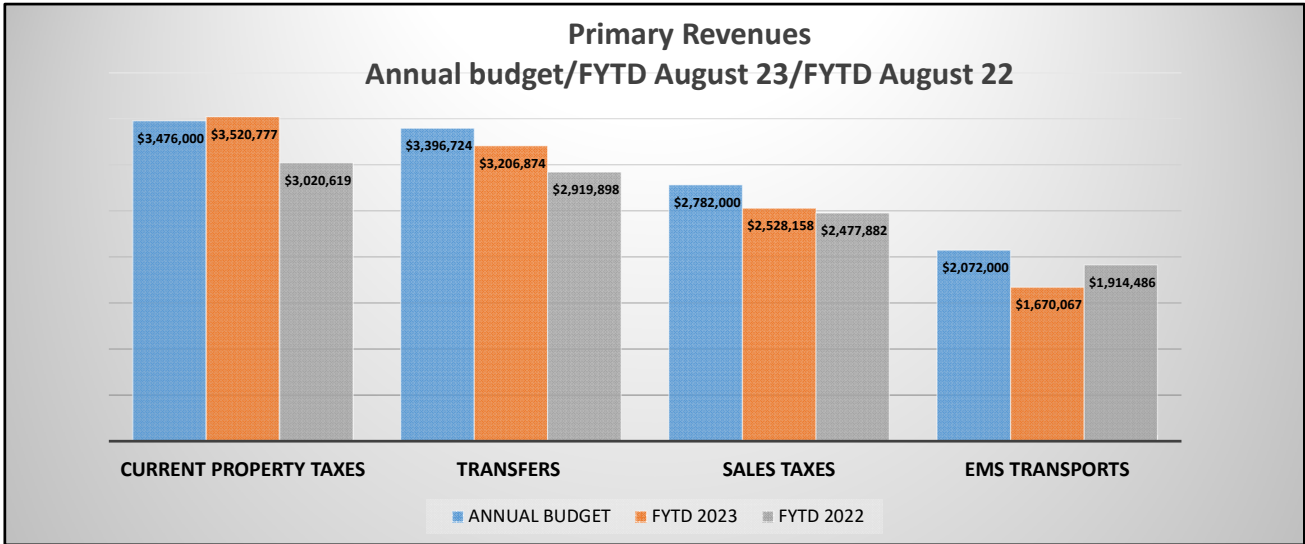
GENERAL FUND DASHBOARD

FYTD AUGUST 2023

CURRENT RESULTS COMPARISON

| | ORIGINAL BUDGET | ACTUAL FYTD AUGUST 2023 | % OF BUDGET | PY BUDGET 2021-2022 | ACTUAL FYTD AUGUST 2022 | % OF BUDGET |
|---------------|-----------------|-------------------------|-------------|---------------------|-------------------------|-------------|
| REV | \$ 14,766,308 | \$ 14,270,915 | 97% | \$ 13,098,563 | \$ 13,082,082 | 100% |
| EXPENSES | 14,305,521 | 12,710,794 | 89% | 12,873,612 | 11,580,723 | 90% |
| PROFIT (LOSS) | \$ 460,787 | \$ 1,560,121 | | \$ 224,951 | \$ 1,501,359 | |

TABLES/CHARTS



| Hosp to Hosp Transfers | |
|------------------------|-------------------|
| FYTD 2023 | 1,113 |
| FYTD 2022 | 1,361 |
| Increase (Decrease) | <u>(248)</u> -18% |

City of Burnet, Texas
 General Fund
 Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual (Unaudited)
 FYTD AUGUST 2023

91.7% of year complete

| | ORIGINAL BUDGET | | | ACTUAL | | | PY BUDGET | | | PY ACTUAL | | |
|--|-----------------|-------------------|------------------|-------------------|-------------|-----------|-------------------|------------------|-------------------|-------------|--|--|
| | 2022-2023 | | FYTD AUGUST 2023 | | % OF BUDGET | 2021-2022 | | FYTD AUGUST 2022 | | % OF BUDGET | | |
| REVENUE | | | | | | | | | | | | |
| Ad valorem taxes | \$ | 3,476,000 | \$ | 3,520,777 | 101% | \$ | 2,980,000 | \$ | 3,020,619 | 101% | | |
| Sales taxes | | 2,782,000 | | 2,528,158 | 91% | | 2,438,000 | | 2,477,882 | 102% | | |
| Interfund Transfers | | 3,396,724 | | 3,206,874 | 94% | | 3,023,893 | | 2,919,898 | 97% | | |
| EMS Transfers | | 2,072,000 | | 1,670,067 | 81% | | 1,900,000 | | 1,914,486 | 101% | | |
| Franchise and other taxes | | 162,000 | | 293,196 | 181% | | 155,000 | | 179,283 | 116% | | |
| Court Fines and Fees | | 140,000 | | 166,996 | 119% | | 130,000 | | 128,828 | 99% | | |
| Grants & Donations | | 9,500 | | 12,516 | 132% | | 10,200 | | 32,016 | 314% | | |
| Licenses & Permits | | 153,300 | | 214,608 | 140% | | 132,200 | | 218,146 | 165% | | |
| Charges for Services | | 2,369,684 | | 2,131,722 | 90% | | 2,199,595 | | 1,953,024 | 89% | | |
| Other Revenue | | 205,100 | | 526,001 | 256% | | 129,675 | | 237,899 | 183% | | |
| Use of Fund Balance | | - | | - | | | 2,028,500 | | 1,549,247 | 76% | | |
| Total Revenue | \$ | 14,766,308 | \$ | 14,270,915 | 97% | \$ | 15,127,063 | \$ | 14,631,329 | 97% | | |
| <i>Total Revenue less fund balance</i> | <i>\$</i> | <i>14,766,308</i> | <i>\$</i> | <i>14,270,915</i> | <i>97%</i> | <i>\$</i> | <i>13,098,563</i> | <i>\$</i> | <i>13,082,082</i> | <i>100%</i> | | |
| EXPENDITURES | | | | | | | | | | | | |
| Personnel Services | \$ | 9,592,515 | \$ | 8,313,001 | 87% | \$ | 8,462,038 | \$ | 7,334,517 | 87% | | |
| Supplies & Materials | | 591,175 | | 482,944 | 82% | | 445,050 | | 523,519 | 118% | | |
| Repairs & Maint | | 612,211 | | 584,256 | 95% | | 521,350 | | 514,419 | 99% | | |
| Contractual Services | | 2,102,170 | | 1,949,885 | 93% | | 2,060,929 | | 1,918,650 | 93% | | |
| Other Designated Expenses | | 686,568 | | 664,791 | 97% | | 608,219 | | 667,120 | 110% | | |
| Transfers to Self-funded | | 514,037 | | 471,201 | 92% | | 486,909 | | 446,332 | 92% | | |
| Capital Outlay | | - | | 32,630 | | | 19,350 | | 20,473 | | | |
| Transfers to Golf Admin | | 206,845 | | 212,086 | 103% | | 269,767 | | 155,693 | 58% | | |
| Sub-total | \$ | 14,305,521 | \$ | 12,710,794 | 89% | \$ | 12,873,612 | \$ | 11,580,723 | 90% | | |
| CAPITAL/OTHER EXP (USES OF FUND BAL) | | | | | | | | | | | | |
| Transfers - Capital/Other Uses of FB | | - | | - | | | 2,028,500 | | 1,549,247 | 76% | | |
| | \$ | - | \$ | - | | \$ | 2,028,500 | \$ | 1,549,247 | 76% | | |
| Total Expenditures | \$ | 14,305,521 | \$ | 12,710,794 | 89% | \$ | 14,902,112 | \$ | 13,129,970 | 88% | | |
| <i>Total Expenditures less Capital/Other</i> | <i>\$</i> | <i>14,305,521</i> | <i>\$</i> | <i>12,710,794</i> | <i>89%</i> | <i>\$</i> | <i>12,873,612</i> | <i>\$</i> | <i>11,580,723</i> | <i>90%</i> | | |
| NET CHANGE IN FUND BALANCE | \$ | 460,787 | \$ | 1,560,121 | | \$ | 224,951 | \$ | 1,501,358 | | | |

KEY VARIANCES - BUDGET vs ACTUAL (91.7% of Year Complete)

Revenues

- The majority of property taxes are collected in December and January of each year. Collections are at 101% of budget.
- EMS Transfer Revenues are tracking below budget because hospital transfers are down by 248 calls or 18% compared to last year.
 Per the Fire Chief, there is a nursing shortage which is impacting the hospital transfer requests.
- Franchise fee revenues are tracking higher than expected because of the timing of collections (paid quarterly and annually) and increases in franchise fee revenues. Line also includes delinquent taxes which are tracking about 24K above the annual budget.
- Court fines and fees collections have increased mainly due to increased police and court activity this year.
- Grant revenues have increased due to the receipt of the CATRAC grant in the amount of \$8,294 awarded to the Fire Department.
- Licenses & Permits are tracking higher than budget mainly because of an increase in inspection fees from construction projects and subdivision inspection fees collected.
- Other Revenues are tracking higher than expected mainly because of increased interest income and insurance claim receipts.

Expenditures

- See Expenditures by Department/Category for more detail.

City of Burnet, Texas
 General Fund
 Expenditures by Department/Category
 FYTD AUGUST 2023

91.7% of year complete

| | ORIGINAL BUDGET | | | ACTUAL | | | PY BUDGET | | | |
|--|-----------------|------------------|------------------|------------------|------------|-------------|------------------|----|------------------|-------------|
| | 2022-2023 | | FYTD AUGUST 2023 | FYTD AUGUST 2023 | | % OF BUDGET | 2021-2022 | | PY ACTUAL | % OF BUDGET |
| EXPENDITURES (Less transfers to capital/other): | | | | | | | | | | |
| City Council | | | | | | | | | | |
| Supplies & Materials | \$ | 2,000 | \$ | 698 | 35% | \$ | 1,000 | \$ | 1,834 | 183% |
| Repairs & Maint | | 1,000 | | 365 | 36% | | 1,000 | | 919 | 92% |
| Contractual Services | | 7,020 | | 7,209 | 103% | | 6,720 | | 6,675 | 99% |
| Other Designated Expenses | | 8,575 | | 8,758 | 102% | | 5,575 | | 11,337 | 203% |
| Total Expenditures | | 18,595 | | 17,030 | 92% | | 14,295 | | 20,765 | 145% |
| General Administration | | | | | | | | | | |
| Personnel Services | | 1,277,069 | | 1,094,400 | 86% | | 1,166,889 | | 998,429 | 86% |
| Supplies & Materials | | 21,700 | | 18,009 | 83% | | 20,980 | | 19,071 | 91% |
| Repairs & Maint | | 91,000 | | 101,594 | 112% | | 88,000 | | 88,947 | 101% |
| Contractual Services | | 260,303 | | 272,997 | 105% | | 238,995 | | 218,501 | 91% |
| Other Designated Expenses | | 423,581 | | 411,304 | 97% | | 409,234 | | 402,179 | 98% |
| Transfers for Golf Admin | | 206,845 | | 212,086 | 103% | | 269,767 | | 155,693 | 58% |
| Total Expenditures | | 2,280,498 | | 2,110,390 | 93% | | 2,193,865 | | 1,882,818 | 86% |
| Municipal Court | | | | | | | | | | |
| Personnel Services | | 73,658 | | 66,702 | 91% | | 70,974 | | 66,269 | 93% |
| Supplies & Materials | | 675 | | 382 | 57% | | 750 | | 576 | 77% |
| Repairs & Maint | | 8,500 | | 6,296 | 74% | | 8,500 | | 6,347 | 75% |
| Contractual Services | | 15,300 | | 14,378 | 94% | | 14,800 | | 14,011 | 95% |
| Other Designated Expenses | | 5,050 | | 7,427 | 147% | | 4,350 | | 5,487 | 126% |
| Total Expenditures | | 103,183 | | 95,185 | 92% | | 99,374 | | 92,691 | 93% |
| Police/Animal Shelter/K-9 | | | | | | | | | | |
| Personnel Services | | 2,610,113 | | 2,263,755 | 87% | | 2,181,749 | | 1,955,656 | 90% |
| Supplies & Materials | | 138,200 | | 113,400 | 82% | | 111,000 | | 106,624 | 96% |
| Repairs & Maint | | 113,950 | | 124,034 | 109% | | 115,300 | | 81,433 | 71% |
| Contractual Services | | 228,350 | | 216,794 | 95% | | 202,500 | | 204,735 | 101% |
| Other Designated Expenses | | 99,162 | | 86,799 | 88% | | 74,000 | | 121,456 | 164% |
| Transfers to Self-funded | | 181,341 | | 166,229 | 92% | | 196,567 | | 180,186 | 92% |
| Capital Outlay | | - | | 19,467 | | | - | | - | |
| Total Expenditures | | 3,371,116 | | 2,990,478 | 89% | | 2,881,116 | | 2,650,091 | 92% |
| Fire/EMS | | | | | | | | | | |
| Personnel Services | | 3,584,056 | | 3,145,599 | 88% | | 3,378,222 | | 2,926,662 | 87% |
| Supplies & Materials | | 243,650 | | 189,533 | 78% | | 190,500 | | 220,061 | 116% |
| Repairs & Maint | | 174,500 | | 166,093 | 95% | | 151,650 | | 174,739 | 115% |
| Contractual Services | | 302,070 | | 256,431 | 85% | | 289,650 | | 256,004 | 88% |
| Other Designated Expenses | | 74,600 | | 81,585 | 109% | | 56,500 | | 50,121 | 89% |
| Transfers to Self-funded | | 267,868 | | 245,546 | 92% | | 254,786 | | 233,554 | 92% |
| Capital Outlay | | - | | 10,600 | | | 8,350 | | 8,708 | |
| Total Expenditures | | 4,646,744 | | 4,095,388 | 88% | | 4,329,658 | | 3,869,849 | 89% |
| Streets | | | | | | | | | | |
| Personnel Services | | 753,705 | | 661,949 | 88% | | 698,233 | | 605,365 | 87% |
| Supplies & Materials | | 77,300 | | 72,260 | 93% | | 41,500 | | 81,069 | 195% |
| Repairs & Maint | | 89,400 | | 61,329 | 69% | | 77,400 | | 50,353 | 65% |
| Contractual Services | | 8,750 | | 7,015 | 80% | | 8,500 | | 4,652 | 55% |
| Other Designated Expenses | | 5,000 | | 11,821 | 236% | | 2,350 | | 5,531 | 235% |
| Transfers to Self-funded | | 26,611 | | 24,393 | 92% | | 9,021 | | 8,268 | 92% |
| Capital Outlay | | - | | 1,282 | | | - | | - | |
| Total Expenditures | | 960,766 | | 840,051 | 87% | | 837,004 | | 755,236 | 90% |
| City Shop | | | | | | | | | | |
| Personnel Services | | 78,439 | | 59,500 | 76% | | 76,326 | | 69,082 | 91% |
| Supplies & Materials | | 15,000 | | 12,608 | 84% | | 14,000 | | 11,121 | 79% |
| Repairs & Maint | | 12,500 | | 12,042 | 96% | | 13,000 | | 12,562 | 97% |
| Contractual Services | | 6,380 | | 5,570 | 87% | | 6,700 | | 5,819 | 87% |
| Other Designated Expenses | | 5,050 | | 4,189 | 83% | | 5,050 | | 3,505 | 69% |
| Total Expenditures | | 117,369 | | 93,908 | 80% | | 115,076 | | 102,089 | 89% |
| Sanitation | | | | | | | | | | |
| Contractual Services | | 974,947 | | 887,843 | 91% | | 921,194 | | 866,755 | 94% |
| Other Designated Expenses | | 25,000 | | 12,738 | 51% | | 25,000 | | 27,095 | 108% |
| Total Expenditures | | 999,947 | | 900,581 | 90% | | 946,194 | | 893,850 | 94% |
| PW Admin | | | | | | | | | | |
| Personnel Services | | 164,985 | | 149,045 | 90% | | 53,000 | | 59,848 | 113% |
| Supplies & Materials | | 1,800 | | 2,466 | 137% | | - | | 1,321 | #DIV/0! |
| Repairs & Maint | | 200 | | 284 | 142% | | - | | 95 | #DIV/0! |
| Contractual Services | | - | | 929 | | | - | | - | #DIV/0! |
| Other Designated Expenses | | 850 | | 3,982 | 469% | | - | | 4,465 | #DIV/0! |
| Transfers to Self-funded | | - | | - | | | - | | - | #DIV/0! |
| Total Expenditures | | 167,835 | | 156,706 | 93% | | 53,000 | | 65,730 | 124% |

City of Burnet, Texas
 General Fund
 Expenditures by Department/Category
 FYTD AUGUST 2023

91.7% of year complete

| | 91.7% of year complete | | | PY BUDGET 2021-2022 | PY ACTUAL FYTD AUGUST 2022 | % OF BUDGET |
|--|------------------------------|----------------------------|----------------|------------------------|-------------------------------|----------------|
| | ORIGINAL BUDGET 2022-2023 | ACTUAL FYTD AUGUST 2023 | % OF BUDGET | | | |
| EXPENDITURES (Less transfers to capital/other): | | | | | | |
| Parks | | | | | | |
| Personnel Services | 589,046 | 488,690 | 83% | 502,241 | 431,163 | 86% |
| Supplies & Materials | 79,000 | 67,907 | 86% | 62,500 | 76,939 | 123% |
| Repairs & Maint | 101,650 | 90,045 | 89% | 57,250 | 87,194 | 152% |
| Contractual Services | 88,650 | 79,789 | 90% | 133,700 | 75,656 | 57% |
| Other Designated Expenses | 8,500 | 12,219 | 144% | 6,000 | 6,674 | 111% |
| Capital Outlay | | 1,282 | | | - | |
| Transfers to Self-funded | 28,069 | 25,730 | 92% | 26,535 | 24,324 | 92% |
| Total Expenditures | 894,915 | 765,662 | 86% | 788,226 | 701,950 | 89% |
| Galloway Hammond | | | | | | |
| Repairs & Maint | 5,000 | 13,626 | 273% | 5,000 | 3,331 | 67% |
| Contractual Services | 100,000 | 91,667 | 92% | 100,000 | 91,667 | 92% |
| Capital Outlay | - | - | 0% | - | - | 0% |
| Total Expenditures | 105,000 | 105,293 | 100% | 105,000 | 94,998 | 90% |
| Development Services | | | | | | |
| Personnel Services | 187,774 | 144,622 | 77% | 334,404 | 222,043 | 66% |
| Supplies & Materials | 5,650 | 3,556 | 63% | 2,820 | 4,903 | 174% |
| Repairs & Maint | 8,261 | 6,388 | 77% | 4,250 | 8,499 | 200% |
| Contractual Services | 99,050 | 105,107 | 106% | 138,170 | 174,177 | 126% |
| Other Designated Expenses | 28,200 | 15,239 | 54% | 20,160 | 29,270 | 145% |
| Capital Outlay | - | - | | 11,000 | 11,765 | |
| Total Expenditures | 328,935 | 274,912 | 84% | 510,804 | 450,656 | 88% |
| Engineering | | | | | | |
| Personnel Services | 273,670 | 238,739 | 87% | - | - | |
| Supplies & Materials | 6,200 | 2,125 | 34% | - | - | |
| Repairs & Maint | 6,250 | 2,160 | 35% | - | - | |
| Contractual Services | 11,350 | 4,157 | 37% | - | - | |
| Other Designated Expenses | 3,000 | 8,729 | 291% | - | - | |
| Transfers to Self-funded | 10,148 | 9,302 | 92% | - | - | |
| Total Expenditures | 310,618 | 265,212 | 85% | - | - | |
| TOTAL EXPENDITURES | \$ 14,305,521 | \$ 12,710,794 | 89% | \$ 12,873,612 | \$ 11,580,723 | 90% |

KEY EXPENDITURE VARIANCES - BUDGET vs ACTUAL (91.7% of Year Complete)

| |
|--|
| <i>CITY COUNCIL - Contractual Services Expenses are tracking higher than budget because they include advertising notice costs for the general election which was held in May.</i> |
| <i>CITY COUNCIL - Other Designated Expenses are tracking higher than budget mainly because it includes council's travel and conference expenses for both the 2022 and 2023 TML Conferences which came in higher than anticipated.</i> |
| <i>ADMIN - Repairs and Maintenance are tracking higher than budget mainly because of increases in software maintenance for new applicant tracking software and increases in other software licenses.</i> |
| <i>ADMIN - Contractual Services are tracking higher than budget mainly because of the insurance benefits consulting fee paid. The amount gets billed separately from the health insurance costs and was therefore charged to the consulting fees line rather than as part of each department's health insurance expense line as budgeted. The total amount will be reclassified to the proper departments based on the number of covered employees in September.</i> |
| <i>ADMIN - Other Designated expenses are tracking higher than the average mainly because of increasing health and wellness costs. The City brought back the full Teladoc benefit for it's employees in February.</i> |
| <i>ADMIN - Transfers to cover the golf admin allocation are tracking higher than budget because of increasing admin allocation expenses. Admin allocation expenses are based on revenues and number of employees and the golf course revenues are much higher than budgeted this year.</i> |
| <i>COURT - Contractual Services are tracking higher than the average run rate because of increasing jury panel costs.</i> |
| <i>COURT - Other Designated Expenses are tracking higher than the budget because credit card service fees collected have increased which is consistent with the increase in collected municipal court fees and fines.</i> |
| <i>PD - R&M expenses are higher than budget mainly because of accident repairs. However, the City has received insurance payments to help offset the costs.</i> |
| <i>PD - Contractual Services expenses are tracking higher than the average mainly because the Hill Country Humane contract has been paid in full for the year and the housing of prisoners contract with the county has increased significantly over last year and the budget.</i> |
| <i>PD - Capital Outlay expenses were needed to build new dumpster enclosure which was damaged by AI Clawson. The City did receive insurance claim payments to help offset the expense. In addition, the department incurred expenses for a new entry gate at the shooting range.</i> |
| <i>FIRE - R&M Expenses are tracking higher than the average mainly because of building repairs and maintenance. FD 1 incurred water leak damages that were partially covered by insurance collections and bay door repairs. FD 2 incurred expenses for security access setup.</i> |
| <i>FIRE - Other Designated Expenses are tracking higher than the original budget mainly because we under estimated the number of bunker gear sets needed. We budgeted for six but per the Fire Chief needed to purchase nine sets of new Bunker Gear.</i> |
| <i>FIRE - Capital Outlay was needed to add 4 additional 30amp plugs on exterior of fire station for ambulance charging.</i> |
| <i>STREETS - Designated Expenses include non-capital supplies which are tracking higher than budget because of the purchase of 45 8' hip barricades for \$10,125.00 mainly purchased for crowd control during public events.</i> |
| <i>PW ADMIN - Other Designated Expenses are higher than budgeted because of increases for public works employee appreciation programs and increased travel.</i> |
| <i>PARKS - Other Designated Expenses are tracking higher than budget mainly because of increases for employee appreciation and retirement programs.</i> |
| <i>GALLOWAY HAMMOND - R&M Expenses are tracking higher than expected because of several repairs early in year which included water leak repairs, the replacement of a faulty winch on side court basketball structure, pylon sign repairs, and interior painting.</i> |
| <i>DEVELOPMENT SERVICES - Contractual Services Expenses are higher than expected because of an increase in city inspections mainly for commercial projects.</i> |
| <i>ENGINEERING - Other Designated Expenses are higher than budgeted mainly because of additional training expenses and the purchase of a new computer for EIT.</i> |

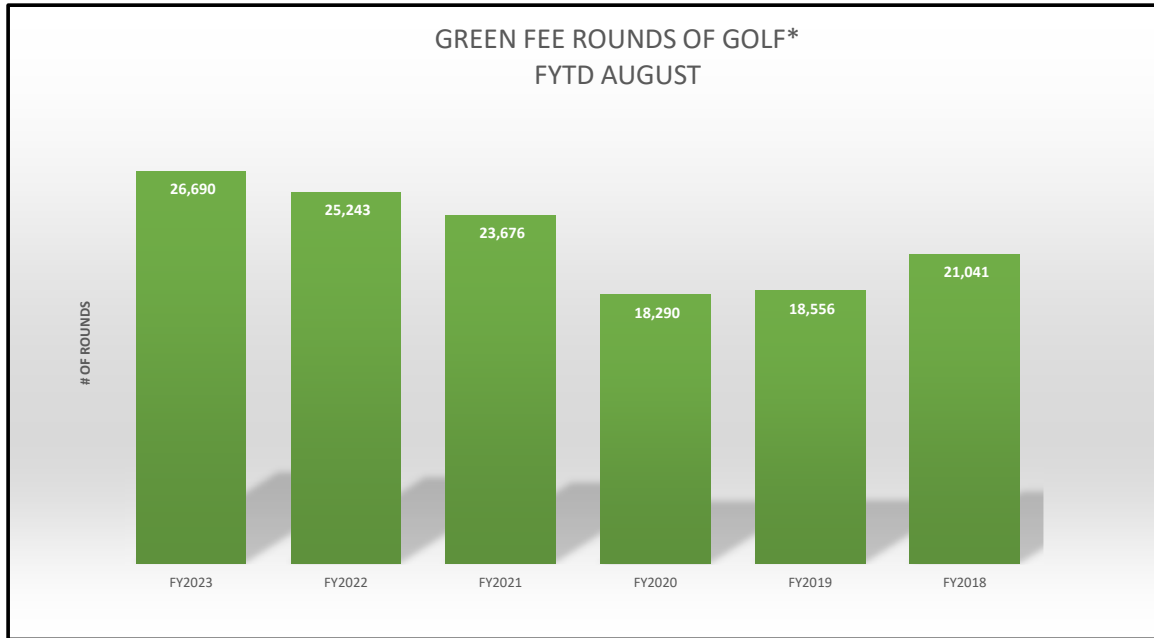
GOLF COURSE FUND DASHBOARD

FYTD AUGUST 2023

CURRENT RESULTS COMPARISON

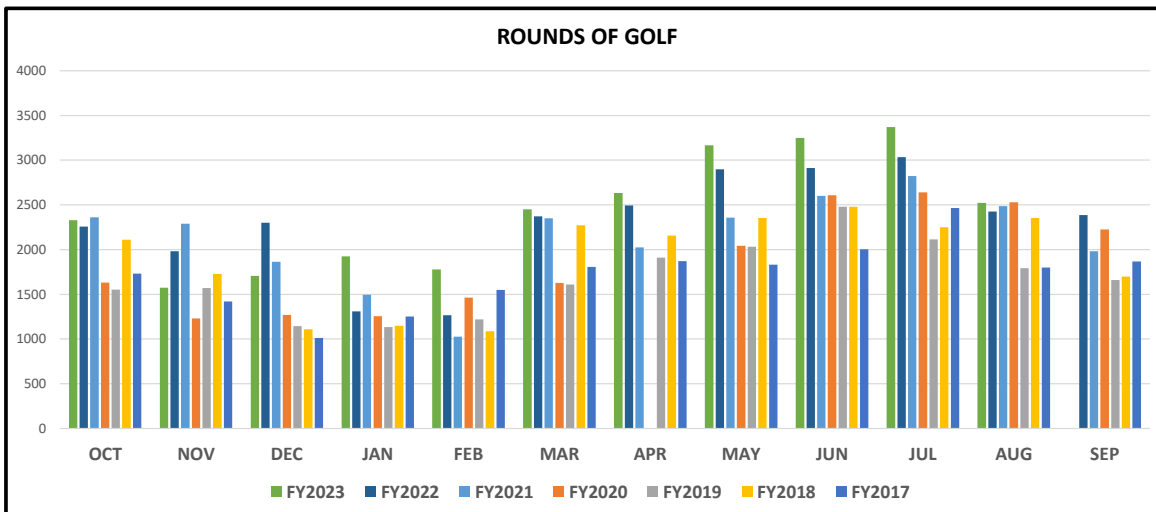
| | ORIGINAL BUDGET | ACTUAL FYTD AUGUST 2023 | % OF BUDGET | PY BUDGET 2021-2022 | ACTUAL FYTD AUGUST 2022 | % OF BUDGET |
|-----------------------------|-----------------|-------------------------|-------------|---------------------|-------------------------|-------------|
| REV (net of cogs/tourn exp) | \$ 1,860,895 | \$ 2,182,914 | 117% | \$ 1,470,651 | \$ 1,848,252 | 126% |
| EXPENSES | 1,778,214 | 1,677,243 | 94% | 1,562,218 | 1,480,146 | 95% |
| PROFIT (LOSS) | \$ 82,681 | \$ 505,672 | | \$ (91,567) | \$ 368,106 | |

TABLES/CHARTS



| Rounds of Golf* | FYTD |
|-----------------|--------|
| 2022-2023 | 26,690 |
| 2021-2022 | 25,243 |
| OVER (UNDER) | 1,447 |
| | 5.73% |

*Does not include annual dues or tournament rounds played.



Notes:

April of 2020 golf course was closed for the month due to the Covid Pandemic.

Feb of 2021 golf course was closed for 11 days because of Severe Winter Storm.

City of Burnet, Texas
 Golf Fund (Delaware Springs)
 Revenues, Expenses, and Changes in Fund Net Position - Budget and Actual (Unaudited)
 FYTD AUGUST 2023

| | 91.7% of year complete | | | PY BUDGET 2021-2022 | PY ACTUAL FYTD AUGUST 2022 | % OF BUDGET |
|-------------------------------------|------------------------------|----------------------------|----------------|------------------------|-------------------------------|----------------|
| | ORIGINAL BUDGET 2022-2023 | ACTUAL FYTD AUGUST 2023 | % OF BUDGET | | | |
| Revenues | | | | | | |
| Charges for Services: | | | | | | |
| Green Fees/Cart Rentals | \$ 947,205 | \$ 1,060,163 | 112% | \$ 696,600 | \$ 950,268 | 136% |
| Member Charges | 232,000 | 267,174 | 115% | 224,000 | 236,235 | 105% |
| Net Tournament Fees | 144,000 | 222,536 | 155% | 112,000 | 157,563 | 141% |
| Driving Range | 62,000 | 65,505 | 106% | 53,000 | 59,347 | 112% |
| Net Charges for Services | 1,385,205 | 1,615,377 | 117% | 1,085,600 | 1,403,413 | 129% |
| Pro Shop Merchandise Sales (Net) | 72,655 | 82,353 | 113% | 48,750 | 77,245 | 158% |
| Snack Bar Sales (Net) | 147,744 | 188,418 | 128% | 129,600 | 160,340 | 124% |
| Transfer from GF (Admin/Use of FB) | 206,845 | 208,686 | 101% | 192,701 | 167,517 | 87% |
| Other Revenue | 48,446 | 88,080 | 182% | 14,000 | 39,738 | 284% |
| Total Revenues | 1,860,895 | 2,182,914 | 117% | 1,470,651 | 1,848,252 | 126% |
| Expenses | | | | | | |
| Personnel Services | 1,067,824 | 956,210 | 90% | 924,829 | 880,416 | 95% |
| Supplies & Materials | 129,550 | 118,816 | 92% | 119,050 | 107,191 | 90% |
| Repairs & Maint | 84,300 | 95,399 | 113% | 82,500 | 82,311 | 100% |
| Contractual Services | 67,600 | 75,382 | 112% | 59,000 | 62,980 | 107% |
| Other Designated Expenses | 52,750 | 67,517 | 128% | 45,050 | 50,768 | 113% |
| Transfers to Self-funded | 169,345 | 155,233 | 92% | 153,588 | 140,789 | 92% |
| Admin Allocation | 206,845 | 208,687 | 101% | 178,201 | 155,693 | 87% |
| Total Expenses | 1,778,214 | 1,677,243 | 94% | 1,562,218 | 1,480,146 | 95% |
| Change in Net Position | 82,681 | 505,672 | | (91,567) | 368,106 | |
| Operating Subsidy from General Fund | - | - | | 91,567 | - | |
| Net Position | 82,681 | 505,672 | | - | 368,106 | |
| Green Fee Rounds | | 26,690 | | | 25,243 | |
| Green Fee Rev Per Round | | \$ 39.72 | | | \$ 37.64 | |

KEY VARIANCES - BUDGET vs ACTUAL (91.7% of Year Complete)

Revenues

- The Golf Course is seeing an increase in the average green fee revenue per round and in the number of green fee rounds played this year which is increasing green fee and cart rental revenues, pro shop sales, snack bar sales, and driving range sales.
- The majority of Member Charges which include pre-paid green fees, trail fees, annual cart rental and storage are collected in October and April of each year. Per Tony Nash, the course is seeing an increase in annual members this year over last year.
- Net Tournament Fees have increased due to additional tournaments and increased tournament rates.
- Transfer from General Fund (GF) is used to offset the admin allocation.
- Other revenues are tracking above the average run rate for the year because of increases in interest income, payment of ghin fees in January and because of chemical and fertilizer rebates received from the Early Order Program (EOP).

Expenses

- R&M Expenses are tracking higher than budget because of irrigation repairs, kitchen equipment repairs, cart barn repairs including new roll up door and increasing cart repairs.
- Contractual Services are tracking higher than budget mainly because of professional services. The golf course contracted to aerate the greens this year and paid for tree removal.
- Other designated expenses include credit card service fees which are tracking higher than budget mainly because of the increase in revenues.
- Admin allocation is offset by the Transfer from GF, therefore, net impact to the bottom line is 0.

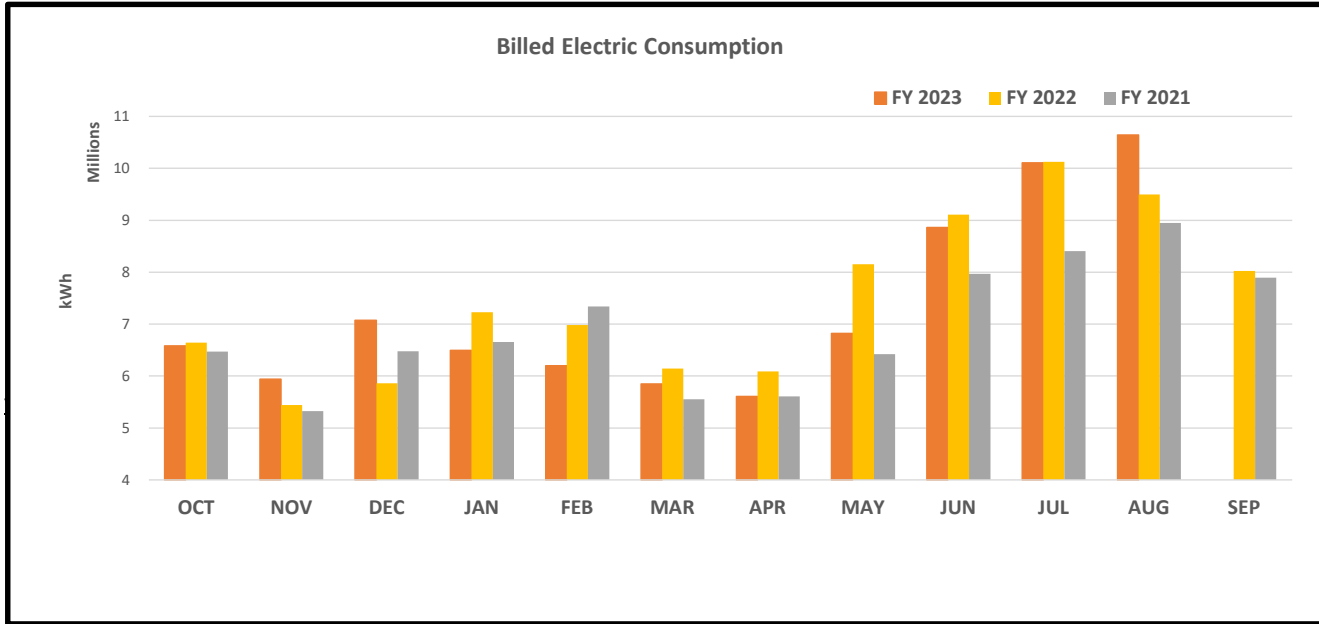
ELECTRIC FUND DASHBOARD

FYTD AUGUST 2023

CURRENT RESULTS COMPARISON

| | ORIGINAL BUDGET | ACTUAL FYTD AUGUST 2023 | % OF BUDGET | PY BUDGET 2021-2022 | ACTUAL FYTD AUGUST 2022 | % OF BUDGET |
|-------------------|-----------------|-------------------------|-------------|---------------------|-------------------------|-------------|
| REV (net of cogs) | \$ 4,119,298 | \$ 3,946,827 | 96% | \$ 4,059,144 | \$ 3,983,254 | 98% |
| EXPENSES | 3,816,446 | 3,469,587 | 91% | 3,677,572 | 3,382,186 | 92% |
| PROFIT (LOSS) | \$ 302,852 | \$ 477,241 | | \$ 381,572 | \$ 601,068 | |

TABLES/CHARTS



| | |
|--------------|-------------|
| FYTD 2023 | 80,179,729 |
| FYTD 2022 | 81,272,689 |
| ytd variance | (1,092,960) |
| % variance | -1.34% |

City of Burnet, Texas
 Electric Fund
 Revenues, Expenses, and Changes in Fund Net Position - Budget and Actual (Unaudited)
 FYTD AUGUST 2023

| 91.7% of year complete | | | | | | |
|--|------------------------------|----------------------------|----------------|------------------------|-------------------------------|----------------|
| | ORIGINAL BUDGET 2022-2023 | ACTUAL FYTD AUGUST 2023 | % OF BUDGET | PY BUDGET 2021-2022 | PY ACTUAL FYTD AUGUST 2022 | % OF BUDGET |
| REVENUES | | | | | | |
| Electric Sales | \$ 9,090,778 | \$ 8,972,138 | | \$ 9,000,000 | \$ 8,828,710 | |
| Less Cost of Power | 5,237,806 | 5,289,463 | | 5,166,000 | 5,105,243 | |
| Net Electric Sales | 3,852,972 | 3,682,675 | 96% | 3,834,000 | 3,723,466 | 97% |
| Penalties | 87,766 | 79,353 | 90% | 85,000 | 88,007 | 104% |
| Pole Rental | 48,400 | 48,631 | 100% | 47,000 | 48,397 | 103% |
| Credit Card Convenience Fees | 52,660 | 48,312 | 92% | 45,144 | 38,093 | |
| Other Revenue | 47,500 | 69,209 | 146% | 48,000 | 85,291 | 178% |
| Transfer from Hotel/Motel Fund* | 30,000 | 18,649 | 62% | | - | |
| Use of Fund Balance | - | - | | 230,000 | 141,070 | 61% |
| Total Revenue | \$ 4,119,298 | \$ 3,946,827 | 96% | \$ 4,289,144 | \$ 4,124,324 | 96% |
| <i>Total Revenue less fund balance</i> | <i>\$ 4,119,298</i> | <i>\$ 3,946,827</i> | <i>96%</i> | <i>\$ 4,059,144</i> | <i>\$ 3,983,254</i> | <i>98%</i> |
| EXPENSES | | | | | | |
| Personnel Services | 945,807 | 839,185 | 89% | \$ 1,015,202 | 812,276 | 80% |
| Supplies & Materials | 77,100 | 49,543 | 64% | 51,000 | 50,777 | 100% |
| Repairs & Maint | 191,000 | 134,728 | 71% | 172,335 | 144,863 | 84% |
| Contractual Services | 158,400 | 140,557 | 89% | 138,525 | 144,297 | 104% |
| Other Designated Expenses | 89,050 | 76,751 | 86% | 87,714 | 71,986 | 82% |
| Capital Outlay * | 55,000 | 60,699 | 110% | 65,915 | 45,660 | 69% |
| Transfers to Debt Service | 53,000 | 48,583 | 92% | 49,350 | 45,238 | 92% |
| Transfers to Self-funded | 25,418 | 23,300 | 92% | 19,780 | 18,132 | 92% |
| Return on Investment | 1,678,174 | 1,603,802 | 96% | 1,639,441 | 1,625,815 | 99% |
| Admin Allocation | 432,742 | 399,315 | 92% | 409,541 | 382,378 | 93% |
| Shop Allocation | 29,342 | 22,808 | 78% | 28,769 | 25,522 | 89% |
| PW Admin Allocation | 50,351 | 44,913 | 89% | - | 15,244 | |
| Engineering Allocation | 31,062 | 25,402 | 82% | - | - | |
| Transfer to Capital | - | - | | 230,000 | 141,070 | 61% |
| Total Expenses | \$ 3,816,446 | \$ 3,469,587 | 91% | \$ 3,907,572 | \$ 3,523,256 | 90% |
| <i>Total Expenses less xfers to capital and other uses of fund balance</i> | <i>\$ 3,816,446</i> | <i>\$ 3,469,587</i> | <i>91%</i> | <i>\$ 3,677,572</i> | <i>\$ 3,382,186</i> | <i>92%</i> |
| Change in Net Position | \$ 302,852 | \$ 477,241 | | \$ 381,572 | \$ 601,068 | |

KEY VARIANCES - BUDGET vs ACTUAL (91.7% of Year Complete)

*Includes proposed amendment of \$30,000 per R2023-31 - Purchase of Christmas decorations for historic downtown. Net impact to bottom line of Electric is 0. Year to date, \$18,649 has been spent on Christmas decorations included in capital outlay.

Revenues

- Pole Rental Charges are typically invoiced in February and received by April or May.
- Other revenues are tracking higher than budget because of insurance claim payments and increasing interest revenue.

Expenses

- Capital Outlay Expenses include Christmas decorations and distribution costs which came in higher than expected.
- ROI expense is based on consumption. The increase in ROI is consistent with increasing consumption.

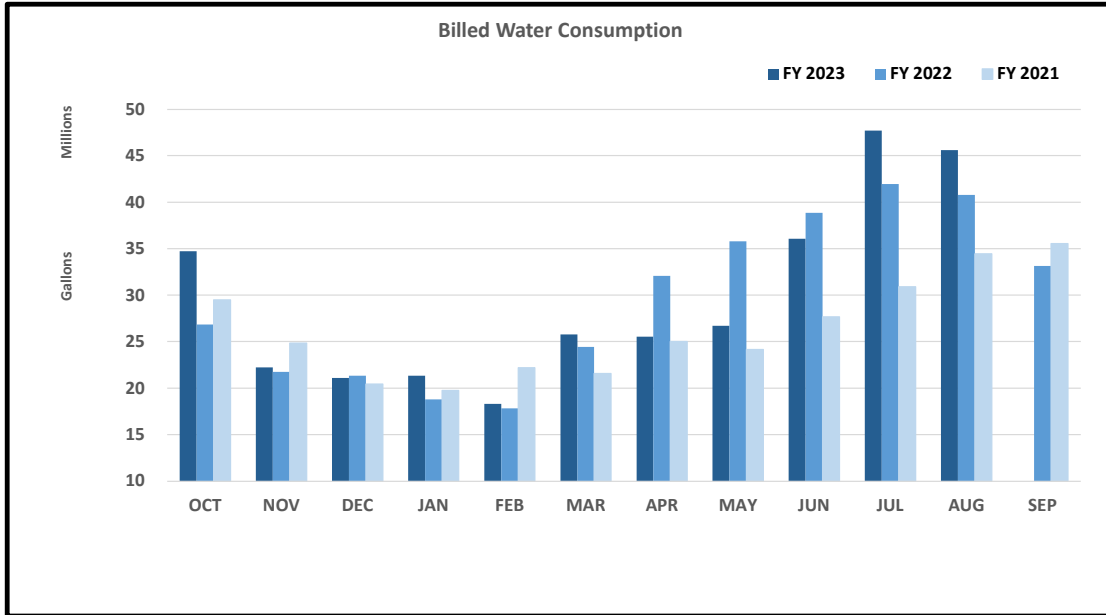
WATER/WW FUND DASHBOARD

FYTD AUGUST 2023

CURRENT RESULTS COMPARISON

| | ORIGINAL | ACTUAL | % OF | PY BUDGET | ACTUAL | % OF |
|---------------|--------------|------------------|--------|--------------|------------------|--------|
| | BUDGET | FYTD AUGUST 2023 | BUDGET | 2021-2022 | FYTD AUGUST 2022 | BUDGET |
| REV | \$ 4,624,417 | \$ 4,419,450 | 96% | \$ 4,500,420 | \$ 4,429,829 | 98% |
| EXPENSES | 4,330,936 | 3,858,885 | 89% | 4,096,025 | 3,636,479 | 89% |
| PROFIT (LOSS) | \$ 293,481 | \$ 560,564 | | \$ 404,395 | \$ 793,350 | |

TABLES/CHARTS



Billed Consumption in gallons:

| | |
|------------|-------------|
| FYTD 2023 | 325,068,154 |
| FYTD 2022 | 320,381,411 |
| Variance | 4,686,743 |
| % variance | 1.46% |

City of Burnet, Texas
 Water/Wastewater Fund
 Revenues, Expenses, and Changes in Fund Net Position - Budget and Actual (Unaudited)
 FYTD AUGUST 2023

| | 91.7% of year complete | | | PY BUDGET 2021-2022 | PY ACTUAL FYTD AUGUST 2022 | % OF BUDGET |
|--|------------------------------|----------------------------|----------------|------------------------|-------------------------------|----------------|
| | ORIGINAL BUDGET 2022-2023 | ACTUAL FYTD AUGUST 2023 | % OF BUDGET | | | |
| REVENUE | | | | | | |
| Water Sales | \$ 2,482,303 | \$ 2,420,984 | 98% | \$ 2,400,000 | \$ 2,394,652 | 100% |
| Wastewater Sales | 1,932,000 | 1,805,980 | 93% | 1,920,000 | 1,753,507 | 91% |
| Penalties | 45,072 | 40,892 | 91% | 46,000 | 42,737 | 93% |
| Water/Sewer Connects | 37,000 | 22,700 | 61% | 30,000 | 40,152 | 134% |
| Credit Card Convenience Fees | 25,042 | 26,018 | 104% | 19,920 | 19,920 | |
| Other Revenue | 28,000 | 102,875 | 367% | 9,500 | 48,861 | 514% |
| Use Impact Fees | 75,000 | - | 0% | 75,000 | 130,000 | 173% |
| Use of Fund Balance | 1,135,000 | - | 0% | 1,135,000 | 659,338 | 58% |
| Total Revenue | \$ 5,759,417 | \$ 4,419,450 | 77% | \$ 5,635,420 | \$ 5,089,167 | 90% |
| <i>Total Revenue less fund balance</i> | <i>\$ 4,624,417</i> | <i>\$ 4,419,450</i> | <i>96%</i> | <i>\$ 4,500,420</i> | <i>\$ 4,429,829</i> | <i>98%</i> |
| EXPENSES | | | | | | |
| Personnel Services | 1,410,682 | 1,173,597 | 83% | \$ 1,328,086 | 1,060,394 | 80% |
| Supplies & Materials | 190,300 | 209,217 | 110% | 171,550 | 173,184 | 101% |
| Repairs & Maint | 383,750 | 262,149 | 68% | 407,750 | 377,883 | 93% |
| Contractual Services | 300,050 | 289,208 | 96% | 316,680 | 296,697 | 94% |
| Cost of Water | 70,000 | 66,057 | 94% | 70,000 | 60,748 | 87% |
| Other Designated Expenses | 98,542 | 85,849 | 87% | 105,474 | 106,310 | 101% |
| Transfers to Debt Service | 930,125 | 852,615 | 92% | 944,764 | 866,630 | 92% |
| Transfers to Self-funded | 51,512 | 47,219 | 92% | 73,692 | 67,551 | 92% |
| In Lieu of Taxes | 363,953 | 353,556 | 97% | 354,034 | 343,986 | 97% |
| Admin Allocation | 305,298 | 281,670 | 92% | 289,227 | 236,917 | 82% |
| Shop Allocation | 29,342 | 22,808 | 78% | 28,768 | 25,522 | 89% |
| PW Admin Allocation | 67,134 | 59,884 | 89% | - | 15,244 | |
| Engineering Allocation | 124,248 | 101,609 | 82% | - | - | |
| Capital Outlay | 6,000 | 53,447 | 891% | 6,000 | 5,414 | 0% |
| Transfer to Capital | 1,135,000 | - | 0% | 1,135,000 | 659,338 | 58% |
| Total Expenses | \$ 5,465,936 | \$ 3,858,885 | 71% | \$ 5,231,025 | \$ 4,295,817 | 82% |
| <i>Total Expenses less Transfers to Capital and other uses of fund balance</i> | <i>\$ 4,330,936</i> | <i>\$ 3,858,885</i> | <i>89%</i> | <i>\$ 4,096,025</i> | <i>\$ 3,636,479</i> | <i>89%</i> |
| Change in Net Position | \$ 293,481 | \$ 560,564 | | \$ 404,395 | \$ 793,350 | |

KEY VARIANCES - BUDGET vs ACTUAL 91.7% of Year Complete!

Revenues

-Other Revenues are tracking higher than expected because of increased bulk potable water sales at public works, increased interest income, and the receipt of insurance claim payments.

Expenses

-Supplies and Materials are tracking higher than budget mainly because of increasing chemical costs and purchases.

-Contractual Services are tracking higher than average mainly because of increasing utility costs at the water and sewer plant.

-In Lieu of taxes is based on revenue. Increase is consistent with increase in both water and sewer revenues.

-Capital Outlay is tracking higher than the budget mainly because of the replacement of a reuse pond pump for approximately \$20K and the replacement of the UV light at the sewer plant for approximately \$25K.

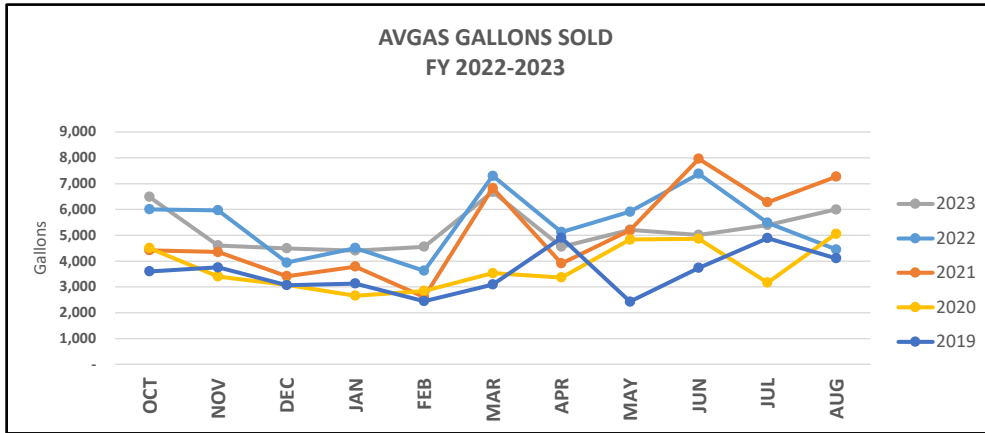
AIRPORT FUND DASHBOARD

FYTD AUGUST 2023

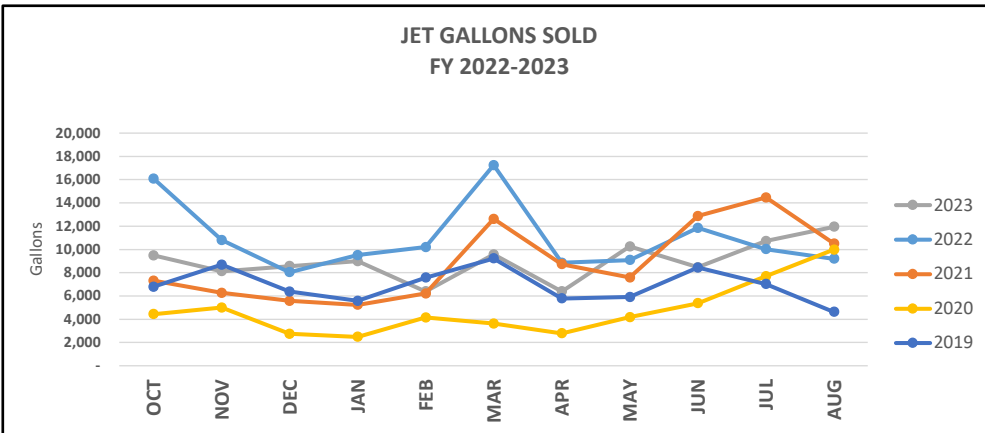
CURRENT RESULTS COMPARISON

| | AMENDED BUDGET | ACTUAL FYTD AUGUST 2023 | % OF BUDGET | PY BUDGET 2021-2022 | ACTUAL FYTD AUGUST 2022 | % OF BUDGET |
|-------------------|----------------|-------------------------|-------------|---------------------|-------------------------|-------------|
| REV (net of cogs) | \$ 339,381 | \$ 341,820 | 101% | \$ 428,729 | \$ 484,284 | 113% |
| EXPENSES | 258,228 | 238,348 | 92% | 376,330 | 315,123 | 84% |
| PROFIT (LOSS) | \$ 81,153 | \$ 103,471 | | \$ 52,399 | \$ 169,162 | |

TABLES/CHARTS



| | |
|--------------------|----------------|
| FYTD 2023 | 51,416 |
| FYTD 2022 | 55,262 |
| Increase(decrease) | <u>(3,845)</u> |
| | -6.96% |



| | |
|--------------------|-----------------|
| FYTD 2023 | 87,008 |
| FYTD 2022 | 111,717 |
| Increase(decrease) | <u>(24,709)</u> |
| | -22.12% |

City of Burnet, Texas
 Airport Fund
 Revenues, Expenses, and Changes in Fund Net Position - Budget and Actual (Unaudited)
 FYTD AUGUST 2023

| | 91.7% of year complete | | | | | |
|---|---------------------------------|-------------------------|-------------|---------------------|----------------------------|-------------|
| | AMENDED ANNUAL BUDGET 2022-2023 | ACTUAL FYTD AUGUST 2023 | % OF BUDGET | PY BUDGET 2021-2022 | PY ACTUAL FYTD AUGUST 2022 | % OF BUDGET |
| REVENUE | | | | | | |
| Av Gas Sales | \$ 89,525 | \$ 89,527 | | \$ 233,000 | \$ 330,808 | |
| Av Gas Purchases | 71,575 | 71,574 | | 174,750 | 263,935 | |
| Net Sales | 17,950 | 17,953 | 100% | 58,250 | 66,873 | 115% |
| Jet Gas Sales | 156,010 | 156,012 | | 367,000 | 633,913 | |
| Jet Gas Purchases | 102,775 | 102,772 | | 201,850 | 413,487 | |
| Net Sales | 53,235 | 53,240 | 100% | 165,150 | 220,426 | 133% |
| Avgas Flowage Fees | 3,140 | 2,901 | 92% | 450 | - | 0% |
| Jet Flowage Fees | 11,122 | 15,080 | 136% | | | |
| Penalties | - | - | | | 425 | |
| All Hangar Lease | 153,600 | 136,968 | 89% | 125,000 | 121,085 | 97% |
| CAF Admissions | 5,066 | 5,119 | 101% | 5,066 | 4,876 | 96% |
| McBride Lease | 48,748 | 46,549 | 95% | 45,893 | 42,179 | 92% |
| Thru the Fence Lease | 12,020 | 8,479 | 71% | 12,020 | 8,479 | 71% |
| Airport Parking Permit | 5,000 | 3,805 | 76% | 2,000 | 480 | 24% |
| Hangar Lease - FBO | 18,755 | 15,472 | 82% | 14,400 | 10,800 | 75% |
| Interest Earned | 10,745 | 34,898 | 325% | 500 | 8,202 | 1640% |
| Other | - | 1,356 | | - | 460 | |
| Use of Fund Balance | 61,863 | 56,708 | 92% | 493,069 | 177,003 | 36% |
| Total Revenue | \$ 401,244 | \$ 398,527 | 99% | \$ 921,798 | \$ 661,287 | 72% |
| <i>Total Revenue less fund balance</i> | <i>\$ 339,381</i> | <i>\$ 341,820</i> | <i>101%</i> | <i>\$ 428,729</i> | <i>\$ 484,284</i> | <i>113%</i> |
| EXPENSES | | | | | | |
| Personnel Services | \$ 100,502 | \$ 91,393 | 91% | \$ 97,884 | \$ 88,496 | 90% |
| Supplies & Materials | 3,000 | 1,897 | 63% | 4,000 | 3,132 | 78% |
| Repairs & Maint | 3,675 | 2,131 | 58% | 3,000 | 6,223 | 207% |
| Contractual Services | 64,750 | 65,366 | 101% | 164,400 | 100,778 | 61% |
| Other Designated Expenses | 46,527 | 43,180 | 93% | 38,600 | 39,384 | 102% |
| Transfers to Debt Service | 61,863 | 56,708 | 92% | 58,069 | 53,230 | 92% |
| Admin Allocation | 31,874 | 26,481 | 83% | 39,646 | 50,710 | 128% |
| Av fuel truck lease | 3,350 | 3,350 | 100% | 12,000 | 11,000 | 92% |
| Jet fuel truck lease | 4,550 | 4,550 | 100% | 16,800 | 15,400 | 92% |
| Transfers to Capital | - | - | | 435,000 | 123,773 | 28% |
| Total Expenses | \$ 320,091 | \$ 295,056 | 92% | \$ 869,399 | \$ 492,125 | 57% |
| <i>Total Exp - xfers to capital and debt svc.</i> | <i>\$ 258,228</i> | <i>\$ 238,348</i> | <i>92%</i> | <i>\$ 376,330</i> | <i>\$ 315,123</i> | <i>84%</i> |
| Change in Net Position | \$ 81,153 | \$ 103,471 | | \$ 52,399 | \$ 169,162 | |

NOTE

Original budget was based on the new FBO contract going into effect October 1st. However, the new FBO contract did not go into effect until January 1, 2023. Therefore, staff amended the budget to match the contracts in place.

Under the new FBO contract:

- Net fuel sales are replaced by flowage fees.
- Fuel truck lease expenses are assumed by the FBO.
- FBO contract payments which were \$18,000 per month under the Interim FBO contract will be \$0 under the new FBO contract.

Notes:

REVENUES:

- Because the airport was operated under the interim contract for the 1st quarter, the airport had fuel sales and related expenses but no flowage fee revenues for that period.
- Interest revenue has increased significantly over last year.

EXPENSES:

- Because the airport was operated under the interim FBO contract for the 1st quarter, the airport incurred "cost of fuel sold" expenses, fuel truck lease expenses, credit card service fees, FBO contract payments of \$18,000 from Oct - Dec, and increased admin allocation expenses for the period which were not included in the original budget but has since been amended.
- Designated expenses include the annual insurance payment for the airport.

City of Burnet, Texas
 Other Funds
 Revenues, Expenses, and Changes in Fund Net Position - Budget and Actual (Unaudited)
 FYTD AUGUST 2023

| | ANNUAL BUDGET 2022-2023 | ACTUAL FYTD AUGUST 2023 | % OF BUDGET | PY BUDGET 2021-2022 | PY ACTUAL FYTD AUGUST 2022 | % OF BUDGET |
|---|----------------------------|----------------------------|----------------|------------------------|-------------------------------|----------------|
| HOTEL/MOTEL FUND | | | | | | |
| Revenues | \$ 191,900 | \$ 312,760 | 162.98% | \$ 171,281 | \$ 212,373 | 123.99% |
| Expenses | 168,795 | 277,847 | 164.61% | 172,465 | 143,383 | 83.14% |
| Net Profit (Loss) | <u>\$ 23,105</u> | <u>\$ 34,913</u> | | <u>\$ (1,184)</u> | <u>\$ 68,990</u> | |
| BEDC | | | | | | |
| Revenues | \$ 4,015,333 | \$ 1,381,051 | 34.39% | \$ 4,009,417 | \$ 1,809,607 | 45.13% |
| Expenses | 3,722,497 | 1,120,705 | 30.11% | 3,795,481 | 1,363,271 | 35.92% |
| Net Profit (Loss) | <u>\$ 292,836</u> | <u>\$ 260,346</u> | | <u>\$ 213,936</u> | <u>\$ 446,336</u> | |
| SELF FUNDED EQUIPMENT FUND | | | | | | |
| Revenues | \$ 1,539,000 | \$ 1,548,488 | 100.62% | \$ 1,034,800 | \$ 704,901 | 68.12% |
| Expenses | 1,539,000 | 1,548,488 | 100.62% | 1,034,800 | 326,133 | 31.52% |
| Net Profit (Loss) | <u>\$ -</u> | <u>\$ -</u> | | <u>\$ -</u> | <u>\$ 378,768</u> | |
| DEBT SERVICE FUND | | | | | | |
| Revenues | \$ 1,046,528 | \$ 962,756 | 92.00% | \$ 1,052,683 | \$ 965,254 | 91.69% |
| Expenses | 1,046,328 | 1,047,388 | 100.10% | 1,052,183 | 1,052,930 | 100.07% |
| Net Profit (Loss) | <u>\$ 200</u> | <u>\$ (84,632)</u> | | <u>\$ 500</u> | <u>\$ (87,676)</u> | |
| INTEREST & SINKING DEBT FUND | | | | | | |
| Revenues | \$ 796,782 | \$ 803,499 | 100.84% | \$ 490,178 | \$ 536,993 | 109.55% |
| Expenses | 796,582 | 781,217 | 98.07% | 489,978 | 489,978 | 100.00% |
| Net Profit (Loss) | <u>\$ 200</u> | <u>\$ 22,282</u> | | <u>\$ 200</u> | <u>\$ 47,015</u> | |

City of Burnet, Texas
Cash and Investment Accounts
FYTD AUGUST 2023

| Acct # | Bank | Account Name | Account Type | Balance as of AUGUST 2023 |
|------------------------------|---------|---|--------------|---------------------------|
| Unrestricted Accounts | | | | |
| 984/2410 | FSB | Operating Cash | Checking | \$ 2,042,179.16 |
| | | Add or Subtract Claim on Cash for Airport | | (5,790.62) |
| 2329 | FSB | Golf Course Petty Cash | Checking | 200.24 |
| 2711100002 | TexPool | Operating Reserve | Investment | 4,073,769.84 |
| Total Unrestricted | | | | \$ 6,110,358.62 |

| | |
|--|------------------------|
| <i>75 Day Reserve Requirement</i> | 3,873,000.00 |
| <i>Unrestricted Cash over 75 day reserve</i> | \$ 2,237,358.62 |
| <i>90 Day Reserve Requirement</i> | 4,647,000.00 |
| <i>Unrestricted Cash over 90 day reserve</i> | \$ 1,463,358.62 |

| | | | | |
|---|---------|---|------------|------------------------|
| Restricted by Council | | | | |
| 2711100011 | TexPool | Capital Equipment Reserve | Investment | \$ 86,955.02 |
| 2188 | FSB | Self Funded Equipment | M/M | 52,284.28 |
| 2711100014 | TexPool | Self Funded Equipment Reserve | Investment | 545,456.96 |
| 2711100021 | TexPool | YMCA/GHRC Capital Improvement | Investment | 104,195.23 |
| 2711100029 | TexPool | YMCA Land Sale Proceeds | Investment | 113,660.33 |
| 2711100022 | TexPool | Electric Capital Improvement | Investment | 416,780.22 |
| 2711100020 | TexPool | Street Rehab/Replacement Reserve | Investment | 416,747.60 |
| 2711100023 | TexPool | Water/WW Improvement | Investment | 104,195.23 |
| 2711100018 | TexPool | Golf Course Ops Reserve | Investment | 636,264.20 |
| 2711100019 | TexPool | Golf Course Capital Improvement Reserve | Investment | 278,200.66 |
| 2711100031 | TexPool | City Hall Reserve | Investment | 1,627,583.37 |
| Total Restricted by Council Action | | | | \$ 4,382,323.10 |

City of Burnet, Texas
Cash and Investment Accounts
FYTD AUGUST 2023

Restricted by Purpose or Law

| Acct # | Bank | Account Name | Account Type | Balance as of AUGUST 2023 |
|------------------------------|---------|---|--------------|---------------------------|
| 1453 | FSB | Bond Reserve | M/M | \$ 341,137.52 |
| 2402 | FSB | Hotel Motel | M/M | 59,926.06 |
| 2711100005 | TexPool | Hotel Motel | Investment | 54,473.94 |
| 2485 | FSB | PD Seizure | M/M | 122.34 |
| 2711100027 | TexPool | Municipal Court Special Revenue | Investment | 94,655.33 |
| 2711100025 | TexPool | Impact Fees - Water | Investment | 491,298.92 |
| 2543 | FSB | Airport Reserve | M/M | - |
| | | Add or Subtract Airport Claim on Cash | | 5,790.62 |
| 2711100009 | TexPool | Airport Reserve | Investment | 889,767.48 |
| 2711100030 | TexPool | Airport Bond Proceeds | Investment | 1,049,065.46 |
| 2576 | FSB | Interest & Sinking Acct | M/M | 143,946.30 |
| 2711100026 | TexPool | Impact Fees - Wastewater | Investment | 60,312.83 |
| 2592 | FSB | BEDC | Super NOW | 256,612.30 |
| 2711100010 | TexPool | BEDC | Investment | 1,893,059.83 |
| 70516 | FSB | BEDC Commercial Park Project | M/M | 128,029.29 |
| 2675 | FSB | Police Department Explorer Program | M/M | 6,195.32 |
| 2691 | FSB | Fire Department Explorer Program | M/M | 3,502.74 |
| 2711100028 | TexPool | Franchise Fee Account | Investment | 148,603.25 |
| 3053 | FSB | Parks Fund | M/M | 29,621.12 |
| 58776 | FSB | Fire Dept. Community Acct | M/M | 13,876.27 |
| 2711100007 | TexPool | TWDB | Investment | 1,249.59 |
| 2711100006 | TexPool | TWDB | Investment | 1,097.37 |
| 143033000 | US Bank | City of Burnet, Texas Combination Tax and Surplus | Investment | 3,336.24 |
| 82-020-01-0 | Bank of | City of Burnet 2012 TWDB Escrow | Investment | 21,010.76 |
| 2711100017 | TexPool | 2021 CO - City Hall | Investment | 4,866,942.74 |
| 62315 | FSB | BEDC Bond Fund | Checking | 17,917.06 |
| 2711100024 | TexPool | Street Bond Reserve | Investment | 3,283,121.93 |
| Total Restricted Cash | | | | \$ 13,864,672.61 |
| Total All Cash | | | | \$ 24,357,354.33 |

City of Burnet, Texas
 Capital Projects
 FYTD AUGUST 2023

| GENERAL CAPITAL PROJECT FUND | | | | | BALANCE TO BE FUNDED FROM: | | | |
|---|---------|--------------------------|-----------------------------|------------|-----------------------------|--------------------|---------------------|---------------------|
| DESCRIPTION | | CURRENT BUDGET 2022-2023 | FYTD AUGUST ACTUAL EXPENSES | % complete | REMAINING BALANCE 2022-2023 | OPERATING RESERVES | OTHER SOURCES | TOTAL |
| CAPITAL PROJECTS: | | | | | | | | |
| HCHS MOBILE ADOPTION CONTRIBUTION* | ADMIN | \$ 100,000 | \$ 100,000 | 100% | \$ - | \$ - | \$ - | \$ - |
| BEAUTIFICATION PROJECT* | ADMIN | 50,000 | 17,164 | 34% | 32,836 | 32,836 | - | 32,836 |
| SERVER UPGRADE/CAMERAS | ADMIN | 75,000 | 18,755 | 0 | 56,245 | 56,245 | - | 56,245 |
| INCODE 10 UPGRADE - COURT | ADMIN | 17,000 | - | 0% | 17,000 | 17,000 | - | 17,000 |
| COMP PLAN | ADMIN | 200,000 | 5,030 | 3% | 194,970 | 194,970 | - | 194,970 |
| NEW CITY HALL | ADMIN | 4,800,000 | 217,366 | 5% | 4,582,634 | - | 4,582,634 | 4,582,634 |
| PD ACCREDITATION PROGRAM | POLICE | 15,000 | 4,616 | 31% | 10,384 | 10,384 | - | 10,384 |
| PD MONUMENT SIGN | POLICE | 10,000 | - | 0% | 10,000 | 10,000 | - | 10,000 |
| PD DONATED FUNDS - GUN RANGE IMPR PROJ* | POLICE | 111,015 | 111,015 | 100% | 0 | 0 | - | 0 |
| PD RED DOT TRANSITION* | POLICE | 20,000 | 11,640 | 58% | 8,360 | 8,360 | - | 8,360 |
| FIRE COVID EXPENSES | FIRE | 30,000 | 774 | 3% | 29,226 | 29,226 | - | 29,226 |
| C/O - EQUIPMENT* | FIRE | 558,655 | 558,655 | 100% | - | - | - | - |
| FD DONATED FUNDS PROJECT | FIRE | 50,000 | - | 0% | 50,000 | 50,000 | - | 50,000 |
| FIRE PROF SERVICES - TAASP PROGRAM | FIRE | 12,000 | 10,143 | 85% | 1,857 | 1,857 | - | 1,857 |
| FIRE TACTICAL GEAR* | FIRE | 18,534 | 18,534 | 100% | - | - | - | - |
| FIRE AND EMS CAN AM 4 WHEELERS* | FIRE | 58,538 | 58,538 | 100% | (0) | (0) | - | (0) |
| STREET EQUIPMENT CRACK SEAL MACHINE | STREETS | 125,000 | 99,730 | 80% | 25,270 | 25,270 | - | 25,270 |
| STREETS | STREETS | 4,000,000 | 1,141,252 | 29% | 2,858,748 | - | 2,858,748 | 2,858,748 |
| COMMUNITY CENTER IMPROVEMENTS | PARKS | 100,000 | 3,605 | 4% | 96,395 | 96,395 | - | 96,395 |
| DOWNTOWN RESTROOMS* | PARKS | 260,893 | 260,893 | 100% | 0 | 0 | - | 0 |
| PARK IMPROVEMENTS | PARKS | 50,000 | 4,920 | 10% | 45,080 | 45,080 | - | 45,080 |
| GHRC TEEN CENTER | GHRC | 20,000 | 20,000 | 100% | - | - | - | - |
| GHRC CAPITAL MAINTENANCE | GHRC | 325,000 | 46,452 | 14% | 278,548 | 178,548 | 100,000 | 278,548 |
| TOTAL | | \$ 11,006,635 | \$ 2,709,082 | 25% | \$ 8,297,553 | \$ 756,170 | \$ 7,541,383 | \$ 8,297,553 |

| GOLF COURSE CAPITAL PROJECT FUND | | | | | BALANCE TO BE FUNDED FROM: | | | |
|----------------------------------|--|--------------------------|-----------------------------|------------|-----------------------------|--------------------|------------------|------------------|
| DESCRIPTION | | CURRENT BUDGET 2022-2023 | FYTD AUGUST ACTUAL EXPENSES | % complete | REMAINING BALANCE 2022-2023 | OPERATING RESERVES | OTHER SOURCES | TOTAL |
| CAPITAL PROJECTS: | | | | | | | | |
| GOLF COURSE EQUIPMENT | | \$ 71,190 | \$ 71,190 | 100% | \$ (0) | \$ - | \$ (0) | \$ (0) |
| GOLF COURSE FILTRATION SYSTEM | | 85,627 | 85,627 | 100% | 0 | - | 0 | 0 |
| GOLF COURSE IMPROVEMENTS | | 110,183 | 36,583 | 33% | 73,600 | - | 73,600 | 73,600 |
| TOTAL | | \$ 267,000 | \$ 193,400 | 72% | \$ 73,600 | \$ - | \$ 73,600 | \$ 73,600 |

| ELECTRIC CAPITAL PROJECT FUND | | | | | BALANCE TO BE FUNDED FROM: | | | |
|--|--|--------------------------|-----------------------------|------------|-----------------------------|--------------------|-------------------|---------------------|
| DESCRIPTION | | CURRENT BUDGET 2022-2023 | FYTD AUGUST ACTUAL EXPENSES | % complete | REMAINING BALANCE 2022-2023 | OPERATING RESERVES | OTHER SOURCES | TOTAL |
| CAPITAL PROJECTS: | | | | | | | | |
| ELECTRIC RATE STUDY | | \$ 50,000 | \$ - | 0% | 50,000 | \$ 50,000 | \$ - | \$ 50,000 |
| DIGGER TRUCK* | | 112,975 | 112,975 | 100% | - | - | - | - |
| SOFTWARE - ELSTER UPGRADES (CARRYOVER) | | 46,500 | 37,157 | 80% | 9,343 | 9,343 | - | 9,343 |
| ENTEGRIS ELECTRIC FEEDER | | 500,000 | - | 0% | 500,000 | 250,000 | 250,000 | 500,000 |
| SCADA/RE ClosERS (CARRYOVER) | | 73,000 | 61,800 | 85% | 11,200 | 11,200 | - | 11,200 |
| SCADA/RE ClosERS | | 100,000 | 21,160 | 21% | 78,840 | 78,840 | - | 78,840 |
| SUBDIVISION ELECTRICAL COSTS | | 200,000 | - | 0% | 200,000 | - | 200,000 | 200,000 |
| ELECTRIC CONDUIT CREEK/FALL* | | 100,000 | 35,336 | 35% | 64,664 | 64,664 | - | 64,664 |
| DEVELOPMENT PROJECTS (CARRYOVER) | | 370,000 | 104,663 | 28% | 265,337 | 265,337 | - | 265,337 |
| TOTAL | | \$ 1,552,475 | \$ 373,091 | 24% | \$ 1,179,384 | \$ 729,384 | \$ 450,000 | \$ 1,179,384 |

| W/WWW CAPITAL PROJECT FUND | | | | | BALANCE TO BE FUNDED FROM: | | | |
|--|--|--------------------------|-----------------------------|------------|-----------------------------|---------------------|-------------------|---------------------|
| DESCRIPTION | | CURRENT BUDGET 2022-2023 | FYTD AUGUST ACTUAL EXPENSES | % complete | REMAINING BALANCE 2022-2023 | OPERATING RESERVES | OTHER SOURCES | TOTAL |
| CAPITAL PROJECTS: | | | | | | | | |
| GENERATORS - WATER FUND BAL | | \$ 500,000 | \$ 90,000 | 18% | \$ 410,000 | \$ 410,000 | \$ - | \$ 410,000 |
| GENERATORS - WATER IMPACT FEES | | 200,000 | - | 0% | 200,000 | - | 200,000 | 200,000 |
| WATER LINE OVERSIZE | | 155,000 | - | 0% | 155,000 | 155,000 | - | 155,000 |
| WATER SYSTEM IMPROVEMENTS | | 10,000 | 790 | 8% | 9,210 | 9,210 | - | 9,210 |
| WATER IMPR WELLS AND PUMPS | | 100,000 | - | 0% | 100,000 | 100,000 | - | 100,000 |
| WATER IMPR EAGLES NEST | | 200,000 | 8,520 | 4% | 191,480 | 191,480 | - | 191,480 |
| WATER IMPR EAST TANK | | 200,000 | 8,460 | 4% | 191,540 | 191,540 | - | 191,540 |
| WATER IMPR VALLEY ST WELL | | 50,000 | 1,053 | 2% | 48,947 | 48,947 | - | 48,947 |
| SEWER IMPROVEMENT - VFW | | 75,000 | 70,695 | 94% | 4,305 | 4,305 | - | 4,305 |
| SEWER IMPROVEMENT - RANCH LIFT STATION | | 150,000 | 8,460 | 6% | 141,540 | 141,540 | - | 141,540 |
| TRANSFER OUT WW IMPACT FEES | | 75,000 | - | 0% | 75,000 | - | 75,000 | 75,000 |
| TOTAL | | \$ 1,715,000 | \$ 187,979 | 11% | \$ 1,527,021 | \$ 1,252,021 | \$ 275,000 | \$ 1,527,021 |

City of Burnet, Texas
 Capital Projects
 FYTD AUGUST 2023

| AIRPORT CAPITAL PROJECT FUND | | | | | BALANCE TO BE FUNDED FROM: | | |
|----------------------------------|---------------------|-----------------------------|------------|---------------------|----------------------------|---------------------|---------------------|
| DESCRIPTION | CURRENT BUDGET | FYTD AUGUST ACTUAL EXPENSES | % complete | REMAINING BALANCE | OPERATING RESERVES | OTHER SOURCES | TOTAL |
| | 2022-2023 | | | 2022-2023 | | | |
| CAPITAL PROJECTS: | | | | | | | |
| CONSULTING FEES | \$ - | \$ 959 | | \$ - | \$ - | \$ - | \$ - |
| C/O BLDG & FACILITY - JET HANGAR | 965,000 | 15,912 | 2% | 949,088 | - | 949,088 | 949,088 |
| C/O LAND - DECEL LANE | 100,000 | - | 0% | 100,000 | - | 100,000 | 100,000 |
| C/O IMPROVEMENTS | 200,000 | 122,500 | 61% | 77,500 | - | 77,500 | 77,500 |
| RAMP GRANT | 100,000 | 39,630 | 40% | 60,370 | - | 60,370 | 60,370 |
| | \$ 1,365,000 | \$ 179,001 | 13% | \$ 1,186,958 | \$ - | \$ 1,186,958 | \$ 1,186,958 |

| TOTAL CAPITAL/OTHER PROJECTS | | | | | BALANCE TO BE FUNDED FROM: | | |
|--------------------------------|----------------------|-----------------------------|------------|----------------------|----------------------------|---------------------|----------------------|
| | CURRENT BUDGET | FYTD AUGUST ACTUAL EXPENSES | % complete | REMAINING BALANCE | OPERATING RESERVES | OTHER SOURCES | TOTAL |
| | 2022-2023 | | | 2022-2023 | | | |
| TOTAL CAPITAL/OTHER PROJECTS | \$ 15,906,110 | \$ 3,642,553 | 23% | \$ 12,264,516 | \$ 2,737,575 | \$ 9,526,941 | \$ 12,264,516 |
| TRANSFER TO CAP EQUIP RESERVES | - | - | 0% | - | - | - | - |
| TOTAL CAPITAL/OTHER | \$ 15,906,110 | \$ 3,642,553 | 23% | \$ 12,264,516 | \$ 2,737,575 | \$ 9,526,941 | \$ 12,264,516 |

* Council approved project but the budget has not been formally amended. Project will be included when the next quarterly budget amendment is presented to Council.

City of Burnet Financial Report

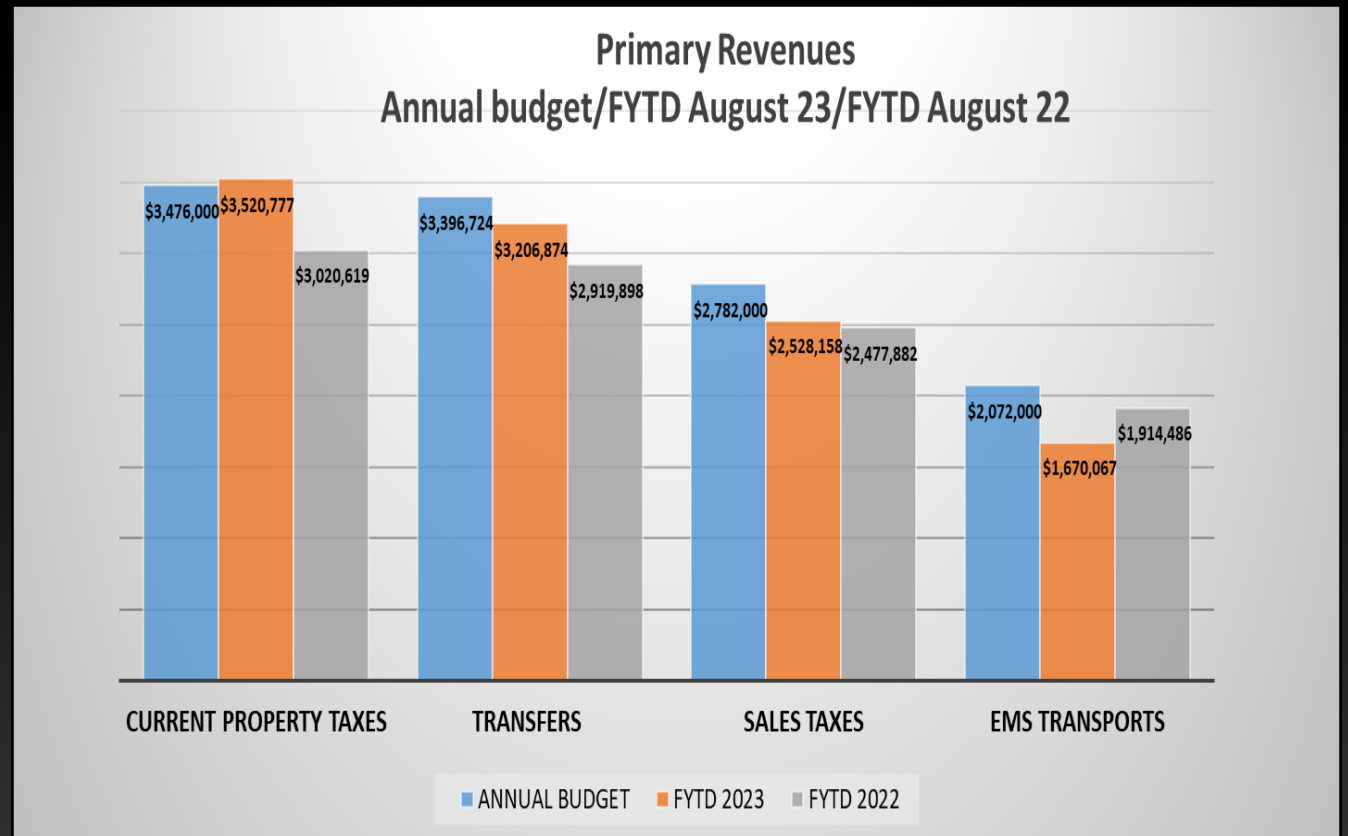
FYTD

AUGUST 2023



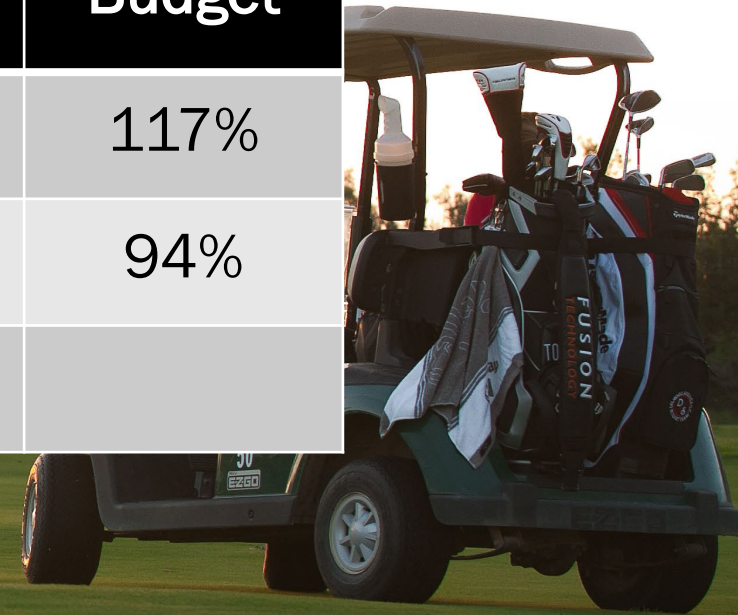
General Fund

| | Annual Budget | Actual FYTD Aug 2023 | % of Budget |
|---------------|---------------|----------------------|-------------|
| Revenues | \$14,766,308 | \$14,270,915 | 97% |
| Expenditures | 14,305,521 | 12,710,794 | 89% |
| Profit (Loss) | \$460,787 | \$1,560,121 | |



Golf Fund

| | Annual Budget | Actual FYTD Aug 2023 | % of Budget |
|---------------|---------------|-------------------------|----------------|
| Revenues | \$1,860,895 | \$2,182,914 | 117% |
| Expenses | 1,778,214 | 1,677,243 | 94% |
| Profit (Loss) | \$82,681 | \$505,672 | |



Golf Fund Rounds

Rounds of Golf*:

FYTD Aug 2023 – 26,690

FYTD Aug 2022 – 25,243

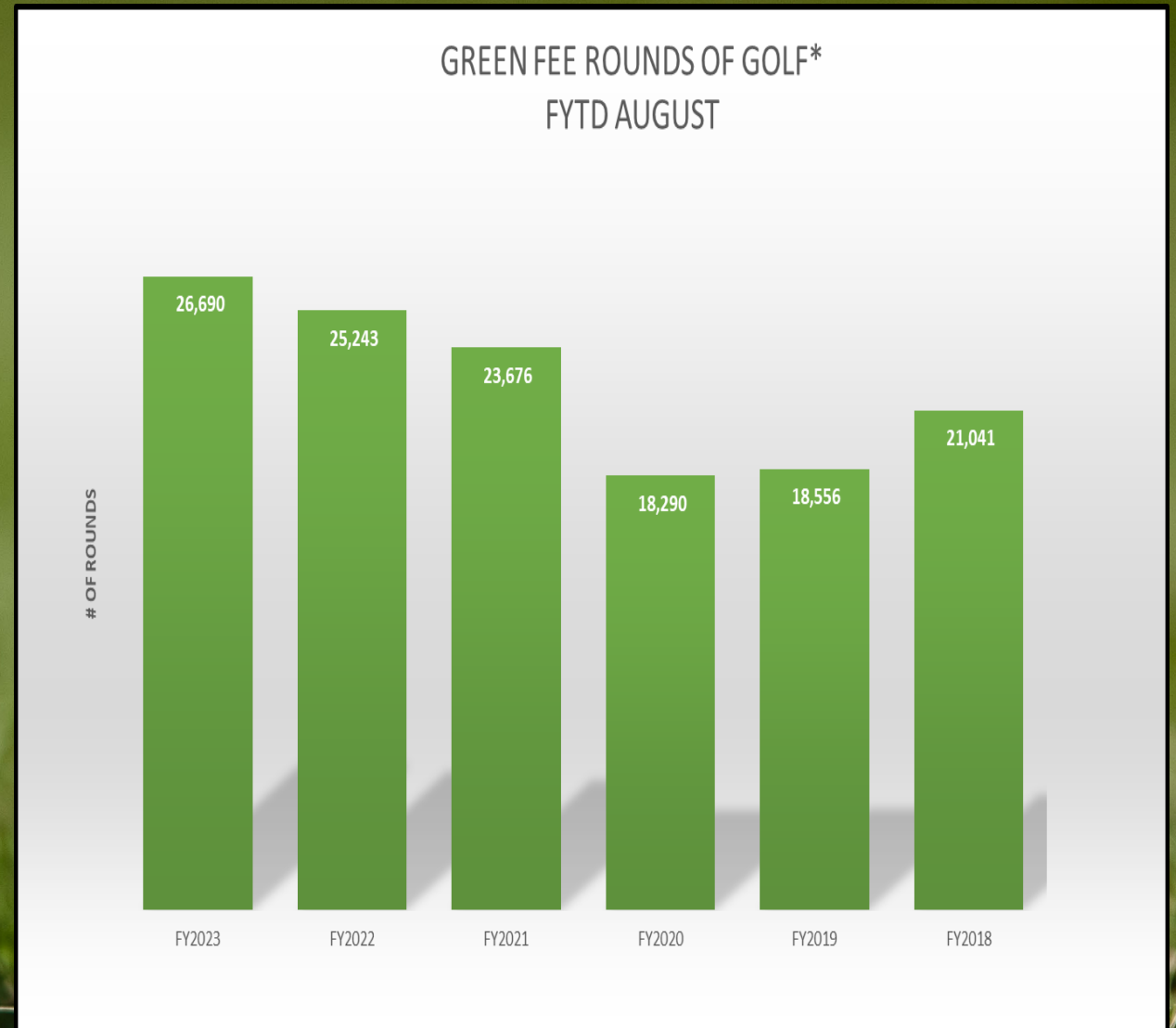
➤ Increase 1,447 rounds, 6%

Average Revenue Per Round:

FYTD Aug 2023 \$39.72

FYTD Aug 2022 \$37.64

*Does not include annual dues or tournament rounds played.

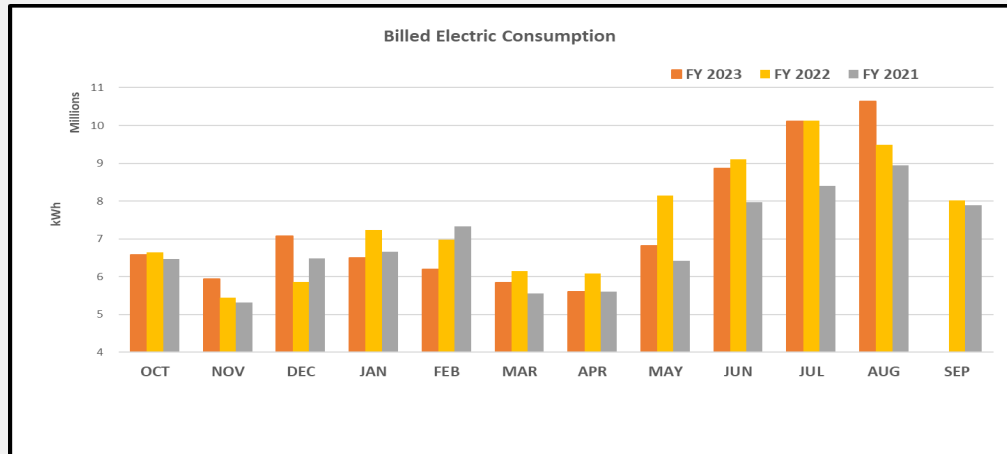


Note: In 2020, the golf course was closed during April due to the Covid Pandemic.

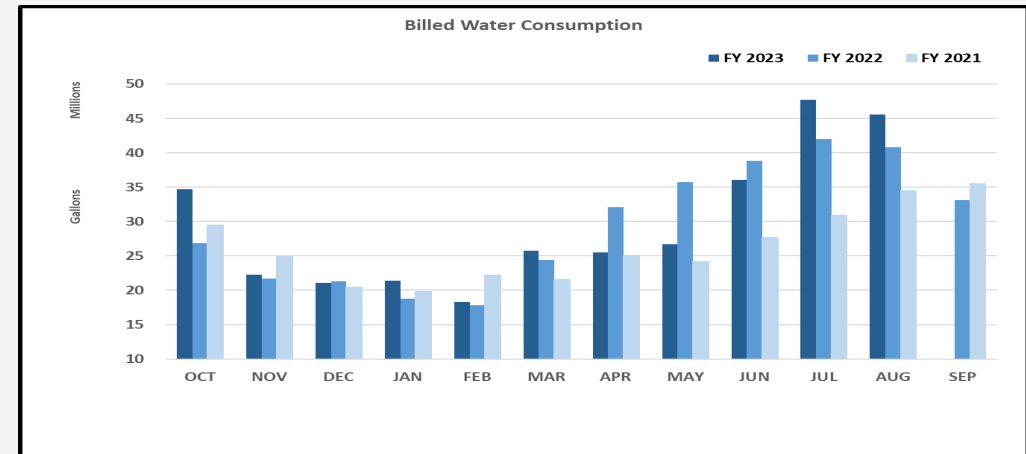
Utility Funds

| ELECTRIC | Annual Budget | Actual FYTD Aug 2023 | % of Budget |
|--------------|---------------|----------------------|-------------|
| Revenues | \$4,119,298 | \$3,946,827 | 96% |
| Expenses | 3,816,446 | 3,469,587 | 91% |
| Profit(Loss) | \$302,852 | \$477,241 | |

| WATER/WW | Annual Budget | Actual FYTD Aug 2023 | % of Budget |
|---------------|---------------|----------------------|-------------|
| Revenues | \$4,624,417 | \$4,419,450 | 96% |
| Expenses | 4,330,936 | 3,858,885 | 89% |
| Profit (Loss) | \$293,481 | \$560,564 | |



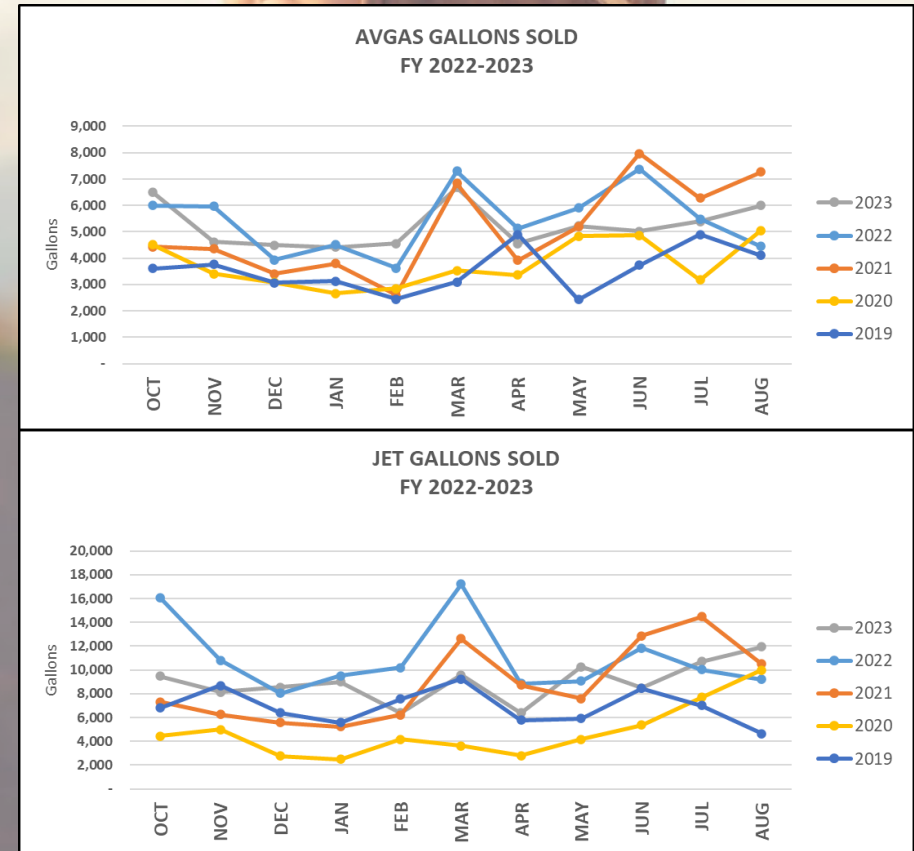
Consumption kWh:
 FYTD 2023 80,179,729
 FYTD 2022 81,272,689
 Decrease (1,092,960) -1.34%



Consumption - Gallons:
 FYTD 2023 325,068,154
 FYTD 2022 320,381,411
 Increase 4,686,743 1.46%

Airport Fund

| | Annual Budget (Amended) | Actual FYTD Aug 2023 |
|---------------|-------------------------|----------------------|
| Revenues | \$339,381 | \$341,820 |
| Expenses | 258,228 | 238,348 |
| Profit (Loss) | \$81,153 | \$103,471 |





Cash Reserves As of August 31, 2023

| | |
|--|---------------------------|
| Unrestricted Cash Reserve Balance | \$6,110,359 |
| 90 Day Reserve Requirement | <u>4,647,000</u> |
| Unrestricted Cash Balance over 90 Day Reserve | <u>\$1,463,359</u> |
| “Restricted by Council” Cash Balance | <u>\$4,382,323</u> |

Questions?

Burnet Police Quarterly Report



Updates

New Badge Design

- Desire was to incorporate something specific to Burnet
- Badge is a bolder design than our current one and we added bluebonnets to the top of the badge



Updates

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- Badge is a bolder design than our current one and we added bluebonnets to the top of the badge



New Badge



Updates

Patrol Vehicles

- Truck
 - Chevrolet 4 X 4
- Explorer
 - AWD
 - Perimeter Alert

New Car Design

- Black cars
- Currently with Onsite Decals doing mockup



Updates



Patrol Vehicles

- Truck
 - Chevrolet 4 X 4
- Explorer
 - AWD
 - Perimeter Alert

New Car Design

- Black cars
- Currently with Onsite Decals doing mockup



Patrol

- Staffing
 - Continuing to work on reaching full staffing
 - Shortage in SRO, Patrol, and Investigator currently
- Recruitment
 - Slow we are only seeing noncertified candidates
- Sign on Bonus
 - Implemented again to incentivize certified officers

Criminal Investigations

Case Load

Remains light due to our follow up in patrol but allows us to put appropriate investigative efforts into solvable crimes.

Investigator Cummings recently closed a 30-year-old case where the suspect received two sentences for a total of 40 years.

Working a high-profile threat case

Departure of Investigator Cummings





K-9 Update

K-9 Selection

Officer Shawn Kohler

Traveled to Hill Country Dog Center in Bandera to select the new single purpose K-9 used for narcotics detection.

Viewed several dogs and watched their performance.

Selection was made of Ferro.

Officer Kohler will be attending training in October and bringing Ferro home he will be placed in service after certification.

Certification will be held through Hill Country Dog Center and National Narcotic Detection Dog Association. Annual certification through NNDA.



Statistics



SRO Updates

- Short one SRO Lt. Bertelson is still functioning in this role
- Recruiting struggles like anything else
- Additional mandates in the last legislature requires one officer per campus.
- BCISD combined two campuses this year, so we remained at four SRO's.
- Additional mandates were created for ALERRT training which we already conduct but it will cause a strain across the state as it is now required for 16 hours each TCOLE training cycle for all officers.



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Questions





BURNET BEAUTIFICATION UPDATE

September 26, 2023

BURNET BEAUTIFICATION INITIATIVE: TASK UPDATES



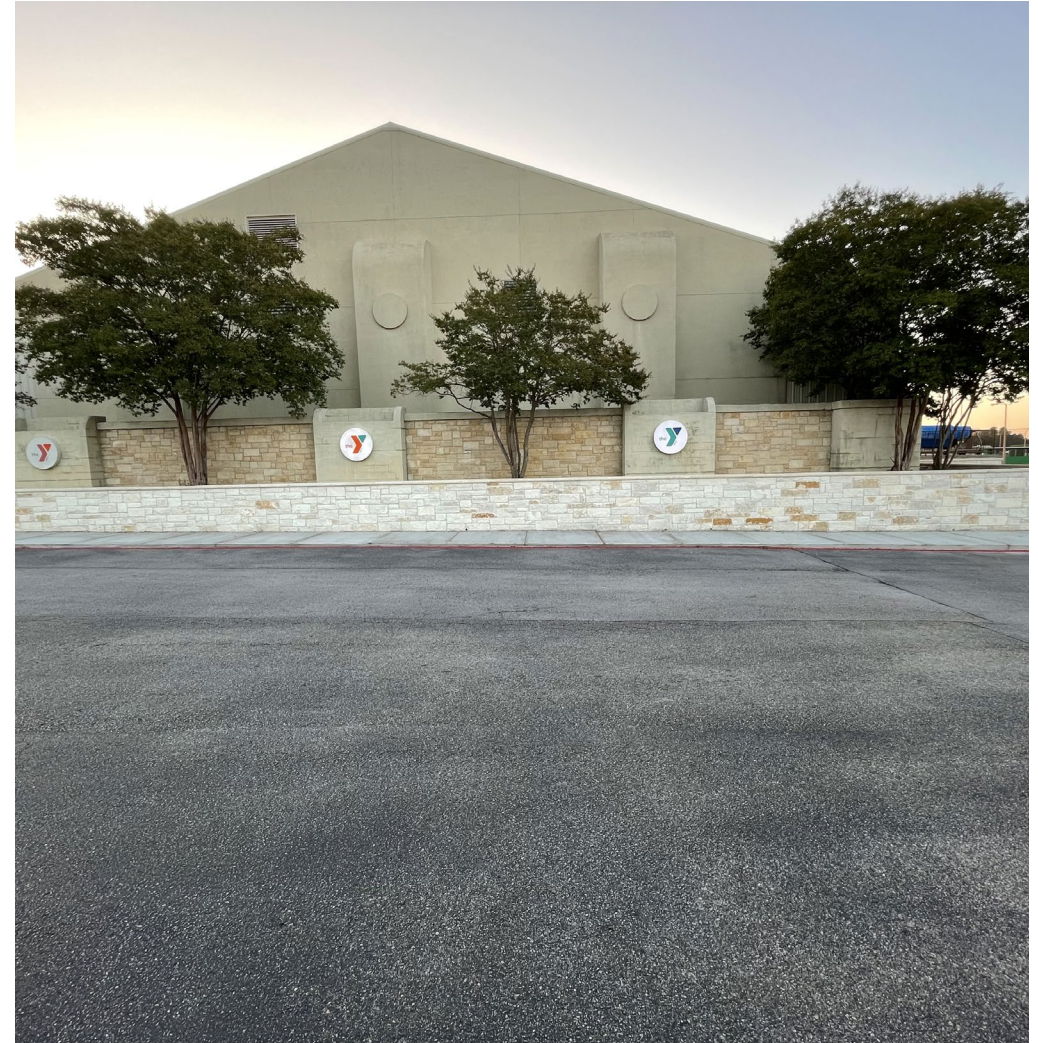
- Newly Repainted Decorative Light Poles
- New Rock Walls and ADA Sidewalk at YMCA
- Community Center Sidewalk Update
- Smokey Bear FD Sign
- Next! New Tables, Chairs, Trashcans & Signage in Parks; Wildflower Planting; Further Sidewalk Repairs;

LIGHT POLES



YMCA

ADA SIDEWALK AND NEW WALL



COMMUNITY CENTER





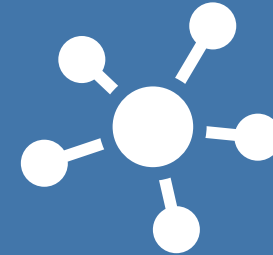
HAMILTON PARK PAVILLION





Working With
Neighbors &
Businesses on Burnet
Corridor Improvement
Districts

Enhancing Value



Improving Signage &
Park-&-Amenity
Connectivity

Maintaining Standards
& Practices Internally





WELCOME KIP WARE!



BURNET FIRE DEPARTMENT

TRAINING DIVISION



TOWER FEATURES

THREE-STORY TOWER 34 FEET TO TOP

FLAT ROOF WITH 2 RAPPELLING ANCHORS

REINFORCED WINDOWS WITH LATCHING SHUDDERS FOR LADDER TRAINING

**1 STORY BURN ROOM W/INSULATED PANELS FOR UP TO 800 DEGREES WITH
TEMPERATURE MONITORING SYSTEM FROM EXTERIOR**

1 STORY ANNEX W/ROOF CHOP OUT FOR VENTILATION TRAINING

FDC CONNECTION W/PIPING TO INSIDE SPRINKLER SYSTEM/STANDPIPE TRAINING







NFPA CERTIFICATION COURSES

**Driver/Pump
Operator**

**Fire
Instructor**

Fire Officer

FUTURE COURSES

- **FIRE SAFETY OFFICER**
- **BASIC WILDLAND**
- **FIRE INSPECTOR**
- **FIRE INVESTIGATOR**
- **STRUCTURAL FIREFIGHTER**

UPCOMING EVENTS

- **DRIVER/PUMP OPERATOR CLASS BEGINS SEPTEMBER 19TH**
- **DRIVER/PUMP OPERATOR AERIAL OCTOBER 23**
- **MARBLE FALLS LIVE FIRE TRAINING SEPTEMBER 25**

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

On this the 12th day of September, 2023, the City Council of the City of Burnet convened in Workshop Session, at 5:00 p.m. the City of Burnet Council Chambers located at 2402 S. Water Street (Hwy 281 South, Burnet Municipal Airport) Burnet, Tx. thereof with the following members present, to-wit:

| | |
|-----------------|---|
| Mayor | Gary Wideman |
| Council Members | Dennis Langley, Ricky Langley, Mary Jane Shanes, Philip Thurman |
| Absent | Tres Clinton, Joyce Laudenschlager |
| City Manager | David Vaughn |
| City Secretary | Kelly Dix |

Guests: Leslie Kimbler, Carly Pearson, Tony Nash, Adrienne Field, Brian Lee, Mark Ingram, Habib Erkan, Maria Gonzalez

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

CONSIDERATION ITEMS:

Discuss and consider: Police and Fire dispatch services: D. Vaughn: City Manager David Vaughn presented an overview of the current and the proposed 2023/2024 agreement with Burnet County for Public Safety Dispatch Services. Due to increased costs, staff has been researching the impact of moving dispatch services to the Marble Falls Dispatch Center and the costs associated with the change in service. Police Chief Brian Lee and Fire Chief Mark Ingram presented to all some of the issues currently experienced with the Burnet County Dispatch and the information they have received to date on the impact that the possible change would have on their respective departments. The City Manger informed all present that staff was in the due diligence period and working with Burnet County on the possible transition.

ADJOURN: There being no further business, Mayor Wideman adjourned the City Council Workshop meeting at 5:36 p.m.

Gary Wideman, Mayor

ATTEST:

Kelly Dix, City Secretary

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

On this the 12th day of September, 2023, the City Council of the City of Burnet convened in Regular Session, at 6:00 p.m. the City of Burnet Council Chambers located at 2402 S. Water Street (Hwy 281 South, Burnet Municipal Airport) Burnet, Tx. thereof with the following members present, to-wit:

Mayor Gary Wideman
Council Members Dennis Langley, Ricky Langley, Philip Thurman, Philip Thurman, Mary Jane Shanes

Absent Joyce Laudenschlager, Tres Clinton
City Manager David Vaughn
City Secretary Kelly Dix

Guests: Eric Belaj, Maria Gonzales, Carly Pearson, Mark Ingram, Tony Nash, Adrienne Feild, Brian Lee, Mark Ingram, Thomas Kirkland, Glenn Decker, Russell Scott, Tommy Gaut, Mark Blankenship, Janet Widmer, Darrell Sargent, Jim Hernandez, Case Hollub, Dale Lyly, Stanley J. Godlewski, Bart Fowler, Jennifer Ritter

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

INVOCATION: Led by Council Member Mary Jane Shanes

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

SPECIAL REPORTS/RECOGNITION:

Burnet Municipal Airport Quarterly Report: A. Field: Airport Manager Adrienne Feild reviewed with all present fuel sales for the quarter, the 2022/2023 Ramp Grant funding and expenditures, the Coronavirus Grant fundings and expenditures, the current status of the storage hangar leases, as well as the updates on the Airport Layout Plan, the Box hangar project, the TxDot Statewide Pavement Maintenance Project. Ms. Feild also provided updates on the Airport Standards and Operating Policy, Ground Leases, the CAF Lease Agreement, Airport Inspection, and the Texas Airport System Plan 2050. The City of Burnet and the CAF hosted a Leadership Highland Lakes Tour/Economic Impact Presentation at the airport in August. Ms. Feild shared that Crosby Flying Services (FBO) are currently working on a Solar Eclipse Airport Event.

CONSENT AGENDA: *(All of the following items on the Consent Agenda are considered to be self-explanatory 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.)*

Approval of the August 22, 2023 City Council Workshop Meeting minutes

Approval of the August 22, 2023 City Council Regular Meeting minutes

Approval of the August 29, 2023 City Council Special Meeting minutes: Council Member Mary Jane Shanes moved to approve the consent agenda as presented. Council Member Philip Thurman seconded. The motion carried unanimously.

PUBLIC HEARINGS/ACTION:

FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS AMENDING THE CODE OF ORDINANCES, CHAPTER 118 (ENTITLED “ZONING”); SEC.118-20 (ENTITLED “GENERAL REQUIRMENTS AND LIMITATIONS”) PROVIDING FOR PERMISSIONS FOR SHORT TERM RENTAL USES; PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: C. Kehoe Pearson: Carly Kehoe, Director of Public Works and Development Services, presented the item to Council to conduct the public hearing, discuss, and take action on the first reading of Ordinance 2023-38.

Public Hearing: Mayor Gary Wideman opened the public hearing at 6:42 p.m. and asked if anyone was interested in speaking, if so to approach the podium. Russell Scott voiced his opinion in opposition of the Short Term Rental Ordinance siting passing the ordinance could prove to be litigation heavy. Mark Blankenship suggested alternative options and processes for implementing and ordinance to control Short Term Rentals. There being no one else wishing to speak, Mayor Wideman closed the public hearing at 7:05 p.m.

Consideration and action: Council Member Ricky Langley moved to approve the first reading of Ordinance No. 2023-38 as presented. Council Member Philip Thurman seconded. Mayor Wideman called for a roll vote. Council

Member Thurman, Shanes, Ricky Langley, and Mayor Wideman voted in favor. Council Member Dennis Langley voted against. The motion carried with a vote of four in favor, one opposed and two absent.

FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY KNOWN AS: 104 COUNTY ROAD 108 (LEGALLY DESCRIBED AS: BEING 0.973 ACRES, OUT OF THE JOHN HAMILTON SURVEY NO. 1, ABS. NO. 405) FROM AGRICULTURE – DISTRICT “A” TO NEIGHBORHOOD COMMERCIAL – DISTRICT “NC” CLASSIFICATION: L. Kimbler: Leslie Kimbler, Planning Manager, presented the item to Council to conduct the public hearing, discuss, and take action on the first reading of Ordinance 2023-39.

Public Hearing: Mayor Gary Wideman opened the public hearing at 7:06p.m. and asked if anyone was interested in speaking, if so to approach the podium. There being no one wishing to speak, Mayor Wideman closed the public hearing at 7:07 p.m.

Consideration and action: Council Member Mary Jane Shanes moved to approve the first reading of Ordinance No. 2023-39 as presented. Council Member Philip Thurman seconded. The motion carried unanimously.

Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY LEGALLY DESCRIBED AS: LOT 2, BLOCK 4, CHEATHAM SUBDIVISION, FROM SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO LIGHT COMMERCIAL – DISTRICT “C-1” CLASSIFICATION: L. Kimbler: Leslie Kimbler, Planning Manager, presented the item to Council to conduct the public hearing, discuss, and take action on the first reading of Ordinance 2023-40. Ms. Kimbler informed all present that the recommendation from the City of Burnet Planning and Zoning Commission was to deny the rezone as presented.

Public Hearing: Mayor Gary Wideman opened the public hearing at 7:10 p.m. and asked if anyone was interested in speaking, if so to approach the podium. Mark Blankenship with TJM Properties opposed the rezoning of the property cited in the ordinance as he feels it would be detrimental to the adjoining residential neighborhood. There being no one else wishing to speak, Mayor Wideman closed the public hearing at 7:12 p.m.

Consideration and action: Council Member Mary Jane Shanes moved to deny the first reading of Ordinance No. 2023-40 as presented. Council Member Philip Thurman seconded. Mayor Wideman called for a roll vote. Council Member Thurman, Shanes, Ricky Langley, and Mayor Wideman voted in favor. Council Member Dennis Langley voted against. The motion carried with a vote of four in favor, one opposed and two absent. The Ordinance failed.

FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING PROPERTY KNOWN AS 507 E JACKSON & 310 S SILVER ST (LEGALLY DESCRIBED AS: BEING LOTS ONE, TWO, THREE AND FOUR, BLK SIX, PETER KERR DONATION PORTION) FROM ITS PRESENT DESIGNATION OF LIGHT INDUSTRIAL – DISTRICT “I-1” TO A DESIGNATION OF NEIGHBORHOOD COMMERCIAL – DISTRICT “NC”; PROPERTY LEGALLY DESCRIBED AS: EAST PART OF LOTS 1 & 2 (0.67 ACRE), BLOCK 15, VANDEVEER/ALEXANDER ADDITION FROM ITS PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF NEIGHBORHOOD COMMERCIAL – DISTRICT “NC”; PROPERTY KNOWN AS 404 E MARBLE ST(LEGALLY DESCRIBED AS: BEING A PORTION OF LOTS TWO AND THREE, BLK 15, VANDEVEER ADDITION), FROM ITS PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF NEIGHBORHOOD COMMERCIAL – DISTRICT “NC”; PROPERTY KNOWN AS 801 E PECAN STREET (LEGALLY DESCRIBED AS: LOT 4, BLK 4, JOHNSON ADDITION) FROM ITS PRESENT DESIGNATION OF LIGHT INDUSTRIAL – DISTRICT “I-1” TO A DESIGNATION OF SINGLE-FAMILY RESIDENTIAL - DISTRICT "R-1"; AND PROPERTY KNOWN AS 607 S RHOMBERG STREET (LEGALLY DESCRIBED AS: S8450 VANDEVEER/ALEXANDER LOT PT OF 3, BLK 44) FROM ITS PRESENT DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1” TO A DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” CLASSIFICATION.: L. Kimbler: Leslie Kimbler, Planning Manager, presented the item to Council to conduct the public hearing, discuss, and take action on the first reading of Ordinance 2023-41.

Public Hearing: Mayor Gary Wideman opened the public hearing at 7:15 p.m. and asked if anyone was interested in speaking, if so to approach the podium. Russell Scott stated that he had purchased the property and planned on

developing it with a business that would attract visitors from the train. He was in opposition of the zoning for the property located at 404 E. Marble Street remain with a C2 zoning designation. There being no one else wishing to speak, Mayor Wideman closed the public hearing at 7:20 p.m.

Consideration and action: Council Member Ricky Langley moved to approve the first reading of Ordinance No. 2023-41 as presented. Council Member Philip Thurman seconded. The motion carried unanimously.

FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY KNOWN AS 1402 N. WATER ST (LEGALLY DESCRIBED AS: LOT 2, AND THE EAST 15 FT OF LOT 7, BLOCK 10, OAKS ADDITION), FROM MULTI-FAMILY RESIDENTIAL – DISTRICT “R-3” TO SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” CLASSIFICATION.: L. Kimbler: Leslie Kimbler, Planning Manager, presented the item to Council to conduct the public hearing, discuss, and take action on the first reading of Ordinance 2023-42.

Public Hearing: Mayor Gary Wideman opened the public hearing at 7:20 p.m. and asked if anyone was interested in speaking, if so to approach the podium. There being no one wishing to speak, Mayor Wideman closed the public hearing at 7:22 p.m.

Consideration and action: Council Member Philip Thurman moved to approve the first reading of Ordinance No. 2023-42 as presented. Council Member Dennis Langley seconded. The motion carried unanimously.

FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY GRANTING A CONDITIONAL USE PERMIT TO ALLOW THE USE OF AN “MINI STORAGE WAREHOUSE” IN A HEAVY COMMERCIAL – DISTRICT “C-3” FOR PROPERTY KNOWN AS 2435 W HWY 29, LEGALLY DESCRIBED AS: 6.06 ACRE TRACT, MORE OR LESS (INSIDE CITY LIMITS), OUT OF THE JOHN HAMILTON SURVEY, ABS. NO. 405.: L. Kimbler: Leslie Kimbler, Planning Manager, presented the item to Council to conduct the public hearing, discuss, and take action on the first reading of Ordinance 2023-42.

Public Hearing: Mayor Gary Wideman opened the public hearing at 7:24 p.m. and asked if anyone was interested in speaking, if so to approach the podium. There being no one wishing to speak, Mayor Wideman closed the public hearing at 7:25 p.m.

Consideration and action: Council Member Ricky Langley moved to approve the first reading of Ordinance No. 2023-42 as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

Public Hearing: 2023/2024 FY Budget: P. Langford: City Manager David Vaughn presented the item to Council to conduct the public hearing. Mayor Gary Wideman opened the public hearing at 7:32 p.m. and asked if anyone was interested in speaking, if so to approach the podium. There being no one wishing to speak, Mayor Wideman closed the public hearing at 7:33 p.m.

Public Hearing: Hearing on a proposal to increase gross tax revenues by approximately \$755,000 and of that amount approximately \$165,000 is tax revenue to be raised from new property added to the tax roll this year. Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the change in the taxable value of your property in relation to the change in taxable value of all other property and the tax rate that is adopted: P. Langford: City Manager David Vaughn presented the item to Council to conduct the public hearing. Mayor Gary Wideman opened the public hearing at 7:34 p.m. and asked if anyone was interested in speaking, if so to approach the podium. There being no one wishing to speak, Mayor Wideman closed the public hearing at 7:35 p.m.

ACTION ITEMS:

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AMENDING ELECTRIC FEES IN SECTIONS 110-138 THROUGH SECTION 110-141 OF THE CITY OF BURNET CODE OF ORDINANCES; PROVIDING SEVERABILITY AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR OTHER RELATED MATTERS: D. Vaughn: Council Member Philip Thurman moved to approve and adopt Ordinance 2023-35 as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE 2023-2024 STREET REHAB PROGRAM, AND AUTHORIZING THE CITY MANAGER TO IMPLEMENT THE PROGRAM: E. Belaj: Council Member Mary Jane Shanes moved to

approve and adopt Resolution No. R2023-66 as presented. Council Member Philip Thurman seconded. The motion carried unanimously.

Discuss and consider action: AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF BURNET, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023; LEVYING AN AD VALOREM TAX AND PLEDGING CERTAIN SURPLUS REVENUES IN SUPPORT OF THE CERTIFICATES; APPROVING AN OFFICIAL STATEMENT, A PAYING AGENT/REGISTRAR AGREEMENT AND OTHER AGREEMENTS RELATING TO THE SALE AND ISSUANCE OF THE CERTIFICATES; AND ORDAINING OTHER MATTERS RELATING TO THE ISSUANCE OF THE CERTIFICATES: D. Vaughn: Council Member Philip Thurman moved to approve Ordinance 2023-44 as presented. Council Member Ricky Langley seconded. The motion carried unanimously.

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE ADOPTING THE OFFICIAL BUDGET FOR THE CITY OF BURNET, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024, PROVIDING FOR THE INVESTMENT OF FUNDS; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: P. Langford: Council Member Philip Thurman moved to approve and adopt Ordinance 2023-36 as presented. Council Member Ricky Langley seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION RATIFYING THE CITY OF BURNET 2023-2024 FISCAL YEAR ADOPTED BUDGET THAT CONTAINS A PROPERTY TAX RATE THAT RAISES MORE TOTAL PROPERTY TAXES THAN THE PREVIOUS YEAR: P. Langford: Council Member Mary Jane Shanes moved to approve and adopt Resolution No. R2023-67 as presented. Council Member Philip Thurman seconded. The motion carried unanimously.

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS LEVYING AD VALOREM TAXES FOR USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND TERMINATING SEPTEMBER 30, 2024; PROVIDING FOR APPORTIONING EACH LEVY FOR SPECIFIC PURPOSES; AND PROVIDING WHEN TAXES SHALL BECOME DUE AND WHEN SAME SHALL BECOME DELINQUENT IF NOT PAID; PROVIDING OPEN MEETINGS CLAUSES AND PROVIDING FOR AN EFFECTIVE DATE: P. Langford: Council Member Philip Thurman moved to adopt Ordinance 2023-37 that states the property tax rate be increased by the adoption of a tax rate of \$0.6131 on each \$100.00 valuation of property, which is effectively a 9.76 percent increase in the tax rate as presented. Council Member Ricky Langley seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH THE FIRM MCCORD ENGINEERING INC. TO PROVIDE PROFESSIONAL ELECTRICAL ENGINEERING SERVICES RELATED TO THE CITY OF BURNET: D. Vaughn: Council Member Ricky Langley moved to approve and adopt Resolution No. R2023-68 as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

Discuss and consider action: Authorize renewal of the Animal Shelter/Adoption Center agreement with the Hill Country Humane Society: B. Lee: Council Member Mary Jane Shanes moved to approve and authorize the renewal of the Animal Shelter/Adoption Center agreement with the Hill Country Humane Society as presented. Council Member Ricky Langley seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS SUPPORTING THE CITY OF BURNET'S APPLICATION TO THE TEXAS DEPARTMENT OF EMERGENCY MANAGEMENT 2023 SEVERE WINTER STORM, DR-4705 GRANT PROGRAM; RATIFYING THE SOLICITATION OF REQUEST FOR PROPOSALS AND QUALIFICATIONS FOR PROGRAM RELATED ADMINISTRATIVE CONSULTANT SERVICES AND ENGINEERING CONSULTANT SERVICES; AND AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY PROGRAM RELATED ACTIONS: A. Field: Council Member Philip Thurman moved to approve and adopt Resolution No. R2023-69 as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS

ESTABLISHING A COMMITTEE TO MAKE RECOMMENDATIONS RELATING TO THE SELECTION OF TEXAS DEPARTMENT OF EMERGENCY MANAGEMENT (“TDEM”) 2023 SEVERE WINTER STORM, DR-4705 GRANT PROGRAM PROJECTS AND TO THE SELECTION OF CONSULTANTS TO ASSIST WITH THE GRANT ADMINISTRATION; ENGINEERING SERVICES; AND APPOINTING UP TO THREE CITY COUNCIL MEMBERS TO THE COMMITTEE: A. Field: Council Member Mary Jane Shanes moved to approve and adopt Resolution No. R2023-70 appointing Council Members Philip Thurman, Tres Clinton, and Mayor Gary Wideman to the TDEM Committee as presented. Council Member Ricky Langley seconded. The motion carried unanimously.

Discuss and consider action: Appointment of up to three Council Members to work with Staff as a Finance Committee: D. Vaughn: Council Member Mary Jane Shanes moved to appoint Council Members Joyce Laudenschlager, Philip Thurman, and Ricky Langley to the Finance Committee. Council Member Philip Thurman seconded. The motion carried unanimously.

Discuss and consider action: The 2023/2024 Burnet County Public Safety Dispatch Agreement: B. Lee: Council Member Mary Jane Shanes moved to approve the 2023/2024 Burnet County Public Safety Dispatch Agreement as presented. Council Member Dennis Langley seconded. The motion carried unanimously.

Discuss and consider action: Award Request for Proposal (RFP) 2023-006 Oak Vista (Delaware Springs) Boulevard Reconstruction Project bid and authorize the City Manager to execute the contract: E. Belaj: Council Member Philip Thurman made a motion to award Request for Proposal (RFP) 2023-006 Oak Vista (Delaware Springs) Boulevard Reconstruction Project to Cage & Gage Construction and to authorize the City Manager to execute the contract. Council Member Ricky Langley seconded. The motion carried unanimously.

Discuss and consider action: Cancellation of the October 10th, 2023, November 21st, 2023, and December 26th, 2023 Regular City Council meetings: K. Dix: Council Member Philip Thurman moved to cancel the October 10th, 2023, November 21st, 2023, and December 26th, 2023 Regular City Council meetings as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

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: Council Member Ricky Langley requested a council workshop to discuss the Short Term Rentals prior to adoption of the ordinance. City Manager David Vaughn confirmed a joint Council Workshop with the Planning and Zoning Commission will be called.

ADJOURN: There being no further business a motion to adjourn was made by Council Member Mary Jane Shanes at 8:18 p.m. seconded by Council Member Philip Thurman. The motion carried unanimously.

ATTEST:

Gary Wideman, Mayor

Kelly Dix, City Secretary

COUNTY OF BURNET §
STATE OF TEXAS §

INTERLOCAL COOPERATION CONTRACT

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

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

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

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

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

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

Section 1. Purpose.

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

Section 2. Duties of the City.

- a. Utility Credits. The City agrees to provide utility credits to the Herman Brown Free Library, Burnet, Texas, in an amount not to exceed \$11,000.00 for the term of this contract.
- b. Contribution: The City agrees to provide a five thousand dollar (\$5,000.00) contribution to the Herman Brown Free Library, Burnet, Texas.

Section 3. Duties of the County.

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

b. Use of City Funds. County covenants to use the funds provided by the City pursuant to Section (1)(b) this Contract solely for the purchase of books at the Herman Brown Free Library.

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

Section 4. Term. This Contract shall commence on October 1, 2023 and shall continue in effect until September 30, 2024 unless terminated in writing by the City or the County.

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

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

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

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

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

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

SIGNED AND APPROVED this the 26th day of September, 2023.

Gary Wideman, Mayor

County Judge, Burnet County

ATTEST:

Title

Kelly Dix, City Secretary

Burnet County Clerk

STATE OF TEXAS
COUNTY OF BURNET

§
§

NON-PROFIT ORGANIZATION FUNDING AGREEMENT

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

RECITALS:

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

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

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

Whereas, City’s Council approved this Agreement at the September 26, 2023, regularly scheduled meeting.

AGREEMENT:

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

ARTICLE 1 RECITALS

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

ARTICLE 2 TERM

2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2024.

ARTICLE 3 TERMS AND CONDITIONS

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

3.01.01 Special Conditions: Intentionally Blank.

3.02 City's Contribution. In consideration for the public services provided by Recipient, City agrees to cover all monthly costs related to the provision of City of Burnet Utility water, wastewater, electric and garbage service to the Burnet County Heritage Society located at 703 Buchanan Drive, Burnet, Texas, in an amount, not to exceed, \$4,500.00 ("Total Value Amount").

3.03 Payments. Intentionally blank.

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

ARTICLE 4 REPORTS

4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2024.

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

ARTICLE 5 DUTY TO CITY

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

ARTICLE 6 RECORDS

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

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

ARTICLE 7 AUDIT

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

ARTICLE 8 DEFAULT

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

ARTICLE 9 LIABILITY OF RECIPIENT AND CITY

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

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

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

**ARTICLE 10
NOTICE**

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

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

Burnet, Texas 78611

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

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

ARTICLE 11 RELATIONSHIP

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

ARTICLE 12 ASSIGNMENT

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

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

ARTICLE 13 MISCELLANEOUS

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

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

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

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

THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1st DAY OF OCTOBER, 2023.

RECIPIENT:

Burnet County Heritage Society
A not for profit organization

By: _____

Name: _____

Title: _____

Date: _____

CITY:

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

By: _____
Gary Wideman, Mayor

Date: _____

ATTEST:

Kelly Dix, City Secretary

COUNTY OF BURNET §
STATE OF TEXAS §

INTERLOCAL COOPERATION AGREEMENT

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

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

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

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

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

Section 1. Program Funding Assistance. The City agrees to provide program funding assistance to CARTS in an amount not to exceed \$8,000 for the term of this Agreement.

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

Section 3. Agreement Period. This Agreement shall commence on October 1, 2023, and shall continue in effect until September 30, 2024 unless terminated in writing by the City or CARTS.

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

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

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

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

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

SIGNED AND APPROVED this the 26th day of September, 2023.

Gary Wideman, Mayor

CARTS

ATTEST:

Title

Kelly Dix, City Secretary

STATE OF TEXAS §
COUNTY OF BURNET §

NON-PROFIT ORGANIZATION FUNDING AGREEMENT

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

RECITALS:

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

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

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

Whereas, City’s Council approved this Agreement at September 26, 2023, regularly scheduled meeting.

AGREEMENT:

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

ARTICLE 1 RECITALS

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

ARTICLE 2 TERM

2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2024.

ARTICLE 3 TERMS AND CONDITIONS

3.01 Public Services. Recipient agrees to provide the Public Services described as follows: support senior nutrition for citizens over the age of 60 or disabled that need assistance with nutritious meal service and are unable to provide for themselves.

3.01.01 Special Conditions: Intentionally Blank.

3.02 City's Contribution. In consideration for the public services provided by Recipient, City agrees to provide program funding for Senior Nutrition Services to the community including but not limited to providing meals to participants aged 60 and older or disabled persons in an amount, not to exceed, \$15,000.00 ("Total Value Amount").

3.03 Payments. Intentionally blank.

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

ARTICLE 4 REPORTS

4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2024.

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

ARTICLE 5 DUTY TO CITY

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

ARTICLE 6 RECORDS

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

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

ARTICLE 7 AUDIT

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

ARTICLE 8 DEFAULT

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

ARTICLE 9 LIABILITY OF RECIPIENT AND CITY

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

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

**ARTICLE 11
RELATIONSHIP**

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

**ARTICLE 12
ASSIGNMENT**

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

**ARTICLE 13
MISCELLANEOUS**

- 13.01 Amendments. This Agreement may be amended only by a written instrument so stating which is executed by the Parties hereto.
- 13.02 Authority. The person executing this Agreement on behalf of Recipient and City each represents that he/she has the power and authority to do so and to bind his/her principal to the terms of this Agreement.
- 13.03 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same agreement.
- 13.04 Exhibits. Intentionally deleted.

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

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

THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1st DAY OF OCTOBER, 2023.

RECIPIENT:

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

By: _____

Name: _____

Title: _____

Date: _____

CITY:

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

By: _____

Gary Wideman, Mayor

Date: _____

ATTEST:

Kelly Dix, City Secretary

STATE OF TEXAS §
COUNTY OF BURNET §

NON-PROFIT ORGANIZATION FUNDING AGREEMENT

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

RECITALS:

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

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

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

Whereas, City’s Council approved this Agreement at September 26, 2023, regularly scheduled meeting.

AGREEMENT:

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

ARTICLE 1 RECITALS

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

ARTICLE 2 TERM

2.01 Term. This Agreement shall be effectives as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2024.

ARTICLE 3 TERMS AND CONDITIONS

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

3.01.01 Special Conditions: Intentionally Blank.

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

- (a) Utility costs. City shall cover all monthly costs related to the provision of City of Burnet Utility water, wastewater, electric and garbage service to the Hill Country Children's Advocacy Center located at Recipient's offices in Burnet, Texas, in an amount, not to exceed, \$8,200.00.
- (b) Program Funding. City shall provide program funding assistance in the amount of \$6,500.00.
- (c) The combined value of subsections (a) \$8,200.00; and, (b) 6,500.00 shall be the "Total Value Amount" of the City's obligation under this Agreement.

3.03 Payments. Intentionally blank.

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

ARTICLE 4 REPORTS

4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2024.

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

ARTICLE 5 DUTY TO CITY

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

**ARTICLE 6
RECORDS**

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

**ARTICLE 7
AUDIT**

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

**ARTICLE 8
DEFAULT**

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

**ARTICLE 9
LIABILITY OF RECIPIENT AND CITY**

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

DEMANDS OR CAUSES OF ACTION THAT MAY ACCRUE ON ACCOUNT OF, OR IN ANY WAY ARISING OUT OF, RECIPIENT'S WRONGFUL ACTS AND/OR OMISSIONS UNDER THIS AGREEMENT AND/OR RECIPIENT'S MISUSE OF PUBLIC REVENUES AND/OR THE MISMANAGEMENT OF SUCH REVENUES.

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

**ARTICLE 10
NOTICE**

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

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

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

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

ARTICLE 11 RELATIONSHIP

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

ARTICLE 12 ASSIGNMENT

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

ARTICLE 13 MISCELLANEOUS

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

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

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

THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1st DAY OF OCTOBER, 2023.

RECIPIENT:

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

By: _____

Name: _____

Title: _____

Date: _____

CITY:

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

By: _____

Gary Wideman, Mayor

Date: _____

ATTEST:

Kelly Dix, City Secretary

STATE OF TEXAS §

COUNTY OF BURNET §

NON-PROFIT ORGANIZATION FUNDING AGREEMENT

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

RECITALS:

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

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

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

Whereas, City’s Council approved this Agreement at September 26, 2023, regularly scheduled meeting.

AGREEMENT:

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

ARTICLE 1 RECITALS

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

ARTICLE 2 TERM

2.01 Term. This Agreement shall be effectives as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2024.

**ARTICLE 3
TERMS AND CONDITIONS**

- 3.01 Public Services. Recipient, agrees to provide the Public Services described as follows: a safe space where young people in the community have the freedom to focus on reaching their full potential by exploring innovative programs designed to empower youth to excel in school, become good citizens and lead healthy, productive lives; and, by providing caring guidance and support in order to help them grow into confident, capable adults.
- 3.01.01 Special Conditions: Intentionally Blank.
- 3.02 City's Contribution. In consideration for the public services provided by Recipient, City agrees to cover all monthly costs related to the provision of City of Burnet Utility water, wastewater, electric and garbage service to the Boys and Girls Club – Highland Lakes located at 709 Northington Street, Burnet, Texas, in an amount, not to exceed, \$8,500.00 ("Total Value Amount").
- 3.03 Payments. Intentionally blank.
- 3.04 Covenant. Recipient covenants and agrees that in providing the Public Services it shall not discriminate based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity.

**ARTICLE 4
REPORTS**

- 4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2024.
- 4.02 Report content. Reports shall provide information on the project including total revenues, total expenses, and information regarding the impact of the Public Services, including the number of City of Burnet Citizens directly benefiting from the Program. Reports shall be in a form acceptable to the City Manager.

**ARTICLE 5
DUTY TO CITY**

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

ARTICLE 6

RECORDS

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

ARTICLE 7 AUDIT

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

ARTICLE 8 DEFAULT

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

ARTICLE 9 LIABILITY OF RECIPIENT AND CITY

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

PO Box 1369
1001 Buchanan Street, Suite 4
Burnet, Texas 78611

If to Recipient: Boys and Girls Club of the Highlands Lakes

P.O. Box 181
Burnet, Texas 78611

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

ARTICLE 11 RELATIONSHIP

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

ARTICLE 12 ASSIGNMENT

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

ARTICLE 13 MISCELLANEOUS

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

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

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

THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1st DAY OF OCTOBER, 2023.

INSERT NAME

RECIPIENT:

Boys and Girls Club of the Highlands Lakes

A not for profit corporation

By: _____

Name: _____

Title: _____

Date: _____

CITY:

CITY OF BURNET, TEXAS,

A Texas home-rule municipality

By: _____

Gary Wideman, Mayor

Date: _____

ATTEST:

Kelly Dix, City Secretary

STATE OF TEXAS §

COUNTY OF BURNET §

NON-PROFIT ORGANIZATION FUNDING AGREEMENT

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

RECITALS:

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

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

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

Whereas, City's Council approved this Agreement at September 26, 2023, regularly scheduled meeting.

AGREEMENT:

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

ARTICLE 1 RECITALS

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

ARTICLE 2 TERM

2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2024.

ARTICLE 3

TERMS AND CONDITIONS

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

3.01.01 Special Conditions: Intentionally Blank.

3.02 City's Contribution. In consideration for the public services provided by Recipient, City agrees to cover all monthly costs related to the provision of City of Burnet Utility water, wastewater, electric and garbage service to the Hill Country Community Foundation located at 400 East Jackson Street, Burnet, Texas, in an amount, not to exceed, \$4,000.00 ("Total Value Amount").

3.03 Payments. Intentionally blank.

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

ARTICLE 4 REPORTS

4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2024.

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

ARTICLE 5 DUTY TO CITY

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

ARTICLE 6 RECORDS

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

ARTICLE 7 AUDIT

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

ARTICLE 8 DEFAULT

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

ARTICLE 9 LIABILITY OF RECIPIENT AND CITY

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

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

ARTICLE 10 NOTICE

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

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

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

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

ARTICLE 11 RELATIONSHIP

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

ARTICLE 12 ASSIGNMENT

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

ARTICLE 13 MISCELLANEOUS

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

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

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

THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 26th DAY OF SEPTEMBER, 2023.

RECIPIENT:

Hill Country Community Foundation
A not for profit organization

By: _____

Name: _____

Title: _____

Date: _____

CITY:

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

By: _____

Gary Wideman, Mayor

Date: _____

ATTEST:

Kelly Dix, City Secretary

STATE OF TEXAS §
COUNTY OF BURNET §

NON-PROFIT ORGANIZATION FUNDING AGREEMENT

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

RECITALS:

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

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

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

Whereas, City’s Council approved this Agreement at September 26, 2023, regularly scheduled meeting.

AGREEMENT:

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

ARTICLE 1 RECITALS

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

ARTICLE 2 TERM

2.01 Term. This Agreement shall be effectives as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2024.

ARTICLE 3 TERMS AND CONDITIONS

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

3.01.01 Special Conditions: Intentionally Blank.

3.02 City's Contribution. In consideration for the public services provided by Recipient, City agrees to cover all monthly costs related to the provision of City of Burnet Utility water, wastewater, electric and garbage service to LACare located at 507 W. Buchanan Drive, Burnet, Texas, in an amount, not to exceed, \$5,000.00 ("Total Value Amount").

3.03 Payments. Intentionally blank.

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

ARTICLE 4 REPORTS

4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2024.

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

ARTICLE 5 DUTY TO CITY

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

ARTICLE 6 RECORDS

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

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

ARTICLE 7 AUDIT

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

ARTICLE 8 DEFAULT

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

ARTICLE 9 LIABILITY OF RECIPIENT AND CITY

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

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

ARTICLE 10 NOTICE

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

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

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

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

ARTICLE 11 RELATIONSHIP

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

ARTICLE 12 ASSIGNMENT

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

ARTICLE 13 MISCELLANEOUS

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

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

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

THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1st DAY OF OCTOBER, 2023.

RECIPIENT:

Lakes Area Care, Inc.

A not for profit organization

By: _____

Name: _____

Title: _____

Date: _____

CITY:

CITY OF BURNET, TEXAS,

A Texas home-rule municipality

By: _____

Gary Wideman, Mayor

Date: _____

ATTEST:

Kelly Dix, City Secretary

STATE OF TEXAS §

COUNTY OF BURNET §

NON-PROFIT ORGANIZATION FUNDING AGREEMENT

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

RECITALS:

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

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

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

Whereas, City’s Council approved this Agreement at September 26, 2023, regularly scheduled meeting.

AGREEMENT:

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

ARTICLE 1 RECITALS

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

ARTICLE 2 TERM

2.01 Term. This Agreement shall be effectives as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2024.

**ARTICLE 3
TERMS AND CONDITIONS**

- 3.01 Public Services. Recipient agrees to provide the Public Services described as follows: provide children and families a stable path to justice and healing through efficient, coordinated, and trauma-informed services in the aftermath of abuse or violent crime.
- 3.01.01 Special Conditions: Intentionally Blank.
- 3.02 City's Contribution. In consideration for the public services provided by recipient, City agrees to provide program funding assistance in the amount of \$5,000.00. The \$5,000.00 is the "Total Value Amount" of the City's obligation under this Agreement.
- 3.03 Payments. Intentionally blank.
- 3.04 Covenant. Recipient covenants and agrees that in providing the Public Services it shall not discriminate based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity.

**ARTICLE 4
REPORTS**

- 4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2024.
- 4.02 Report content. Reports shall provide information on the project including total revenues, total expenses, and information regarding the impact of the Public Services, including the number of City of Burnet Citizens directly benefiting from the Program. Reports shall be in a form acceptable to the City Manager.

**ARTICLE 5
DUTY TO CITY**

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

**ARTICLE 6
RECORDS**

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

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

ARTICLE 7 AUDIT

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

ARTICLE 8 DEFAULT

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

ARTICLE 9 LIABILITY OF RECIPIENT AND CITY

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

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

ARTICLE 10 NOTICE

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

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

If to Recipient: Burnet County Child Welfare Board
1104 Buchanan Drive, Suite 2
Burnet, Texas 78611

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

ARTICLE 11 RELATIONSHIP

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

ARTICLE 12 ASSIGNMENT

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

ARTICLE 13 MISCELLANEOUS

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

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

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

THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1st DAY OF OCTOBER, 2023.

RECIPIENT:

Burnet County Child Welfare Board
A not for profit organization

By: _____

Name: _____

Title: _____

Date: _____

CITY:

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

By: _____

Gary Wideman, Mayor

Date: _____

ATTEST:

Kelly Dix, City Secretary

STATE OF TEXAS §
COUNTY OF BURNET §

NON-PROFIT ORGANIZATION FUNDING AGREEMENT

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

RECITALS:

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

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

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

Whereas, City's Council approved this Agreement at September 26, 2023, regularly scheduled meeting.

AGREEMENT:

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

ARTICLE 1 RECITALS

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

ARTICLE 2 TERM

2.01 Term. This Agreement shall be effectives as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2024.

ARTICLE 3 TERMS AND CONDITIONS

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

3.01.01 Special Conditions: Intentionally Blank.

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

3.03 Payments. Intentionally blank.

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

ARTICLE 4 REPORTS

4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2024.

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

ARTICLE 5 DUTY TO CITY

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

ARTICLE 6 RECORDS

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ARTICLE 9 LIABILITY OF RECIPIENT AND CITY

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

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

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

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

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

ARTICLE 12 ASSIGNMENT

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

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- 13.01 Amendments. This Agreement may be amended only by a written instrument so stating which is executed by the Parties hereto.
- 13.02 Authority. The person executing this Agreement on behalf of Recipient and City each represents that he/she has the power and authority to do so and to bind his/her principal to the terms of this Agreement.
- 13.03 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same agreement.
- 13.04 Exhibits. Intentionally deleted.

- 13.05 Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- 13.06 Governing Law and Venue. This Agreement shall be construed, interpreted, and applied in accordance with and shall be governed by the laws applicable to the State of Texas. Venue for any disputes arising under this Agreement shall be in Burnet County, Texas.
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- 13.08 Severability. If any provision of this Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby but shall be enforced to the greatest extent permitted by law.
- 13.09 Waivers. No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof or of any breach of any other provision hereof.

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

THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1st DAY OF OCTOBER, 2023.

RECIPIENT:

CASA for the Highland Lakes Area
A not for profit organization

By: _____

Name: _____

Title: _____

Date: _____

CITY:

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

By: _____

Gary Wideman, Mayor

Date: _____

ATTEST:

Kelly Dix, City Secretary

STATE OF TEXAS
COUNTY OF BURNET

§
§

NON-PROFIT ORGANIZATION FUNDING AGREEMENT

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

RECITALS:

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

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

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

Whereas, City’s Council approved this Agreement at September 26, 2023, regularly scheduled meeting.

AGREEMENT:

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

ARTICLE 1 RECITALS

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

ARTICLE 2 TERM

2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2024.

ARTICLE 3 TERMS AND CONDITIONS

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

3.01.01 Special Conditions: Intentionally Blank.

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

3.03 Payments. Intentionally blank.

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

ARTICLE 4 REPORTS

4.01 Reports generally. Recipient shall deliver a report detailing the use of the Payments on or before September 1, 2024.

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

ARTICLE 5 DUTY TO CITY

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

ARTICLE 6 RECORDS

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

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

ARTICLE 7 AUDIT

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

ARTICLE 8 DEFAULT

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

ARTICLE 9 LIABILITY OF RECIPIENT AND CITY

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

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

ARTICLE 10 NOTICE

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

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

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

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

ARTICLE 11 RELATIONSHIP

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

ARTICLE 12 ASSIGNMENT

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

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

ARTICLE 13 MISCELLANEOUS

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

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

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

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

THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1st DAY OF OCTOBER, 2023.

RECIPIENT:

Hill Country Smiles Board
A not for profit organization

By: _____

Name: _____

Title: _____

Date: _____

CITY:

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

By: _____
Gary Wideman, Mayor

Date: _____

ATTEST:

Kelly Dix, City Secretary

STATE OF TEXAS §

COUNTY OF BURNET §

NON-PROFIT ORGANIZATION FUNDING AGREEMENT

This Agreement (the “Agreement”) is entered into by and between the Hill Country 100 Club (“Recipient”), and the City of Burnet, a Texas home rule municipal corporation (“City”). Recipient and City are jointly referred to herein as the “parties” and individually as a “party.”

RECITALS:

Whereas, City has made it a priority work to provide support to agencies that support families of first responders killed or injured in the line of duty (hereinafter “Public Services”) to benefit the public health safety and welfare; and

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

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

Whereas, City’s Council approved this Agreement at September 26, 2023, regularly scheduled meeting.

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2.01 Term. This Agreement shall be effective as of the Effective Date; and, subject to early termination as provided herein, shall terminate on September 30, 2024.

ARTICLE 3 TERMS AND CONDITIONS

- 3.01 Public Services. Recipient agrees to provide the Public Services described as follows: Financial support to families of first responders killed or injured in the line of duty.
- 3.01.01 Special Conditions: Intentionally Blank.
- 3.02 City's Contribution. In consideration for the public services provided by recipient, City agrees to provide program funding assistance in the amount of \$2,500.00. The \$2,500.00 is the "Total Value Amount" of the City's obligation under this Agreement.
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If to City: City of Burnet
 Attention: City Manager
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 Burnet, Texas 78611

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P.O. Box 381
Burnet, Texas 78611

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

THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 1st DAY OF OCTOBER, 2023.

RECIPIENT:

Hill Country 100 Club
A not for profit organization

By: _____

Name: _____

Title: _____

Date: _____

CITY:

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

By: _____
Gary Wideman, Mayor

Date: _____

ATTEST:

Kelly Dix, City Secretary



Police Department

ITEM 4.1

Brian Lee
Police Chief
(512)-756-6404
jblee@cityofburnet.com

Action

- Meeting Date:** September 26, 2023
- Agenda Item:** Discuss and consider action: Purchase of Police Department Vehicles for the 2023/2024 fiscal year: B. Lee
- Background:** The winter storms of recent years have created challenges moving around the city in two-wheel drive vehicles. We have recently added some four-wheel drive capability to our fleet. The purchase of these 2 vehicles will increase our capability to handle the winter conditions. The vehicles are in stock and are 2023 models. The cost to purchase the vehicles is \$101,195. An additional \$70,000 will be needed to equip the police vehicles with lights and equipment.
- Information:** The vehicles are in stock are both being purchased using the TIPS purchasing cooperative.
- Fiscal Impact:** The total cost for the vehicles will be \$171,195. The vehicles have been budgeted in FY24 and are projected to come in under budget due to the upfitting savings.
- Recommendation:** Staff recommends approval of the purchase and upfitting of the vehicles for the police department.



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

End User: CITY OF BURNET **Prepared by:** SETH GAMBLIN
Contact: _____ **Phone:** 512.436.1313
Email: _____ **Email:** SGAMBLIN.SILSBEEFLEET@GMAIL.COM
Product Description: FORD POLICE INTERCEPTOR UTILITY **Date:** September 13, 2023

A. Bid Item: _____ **A. Base Price:** \$ 45,776.00

B. Factory Options

| Code | Description | Bid Price | Code | Description | Bid Price |
|------|---|-----------|------|--|-----------|
| K8A | 2023 FORD PIU | \$ 775.00 | 59B | KEYED ALIKE 124X | \$ 50.00 |
| 99C | 3.0L V6 ECO BOOST | \$ 790.00 | 17T | AUX DOME LAMP R/W | \$ 50.00 |
| 86T | TAIL LAMP/POLICE HOUSING | \$ 60.00 | 68B | POLICE PERIMETER ALERT | \$ 675.00 |
| 17A | AUX AIR | \$ 610.00 | 55F | KEY FOBS | \$ 340.00 |
| 55B | BLIS Blind Spot Monitoring | \$ 545.00 | 76R | Reverse Sensing System | \$ 275.00 |
| 60A | GRILLE LIGHTS, SIREN, SPEAKER WIRING | \$ 50.00 | 67V | Front & Rear Police Wire Harness Connector | \$ 185.00 |
| 61B | OBD-II SPLITTER | \$ 55.00 | 19V | Rear Camera On-Demand | \$ 230.00 |
| 76P | Pre-Collision Assist w/Pedestrian Detection | \$ 145.00 | 87R | Rear View Camera | N/C |

Total of B. Published Options: \$ 4,835.00

Published Option Discount (5%): \$ (203.00)

C. Unpublished Options

\$= 2.1 %

| Description | Bid Price | Options | Bid Price |
|------------------------------|-----------|------------------------------------|-----------|
| TINT FROT 35%, REAR 20% | \$ 199.00 | EXTERIOR- UM BLACK | |
| | | INTERIOR- 96 CLOTH FRON VINYL REAR | |
| 64E- WHEELS 18" PAINTED ALUM | \$ 475.00 | 153-FRONT LP | |
| 65U- INTERIOR UPGRADE | \$ 390.00 | | |
| | | UNIT HAS VIN ETA JULY / AUG 2023 | |
| | | 133452 | |

Total of C. Unpublished Options: \$ 1,064.00

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

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ 250.00

F. Contract Price Adjustment: _____ \$

G. Additional Delivery Charge: 199 \$ 348.25

H. Subtotal: \$ 52,070.25

I. Quantity Ordered 1 x H = \$ 52,070.25

J. Trade in: _____ \$ -

K. \$

L. Total Purchase Price \$ 52,070.25



PRODUCT PRICING SUMMARY

TIPS USA 210907 Automobiles

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

| | |
|--|---|
| End User: <u>CITY OF BURNET</u> | Prepared by: <u>SETH GAMBLIN</u> |
| Contact: _____ | Phone: <u>512.436.1313</u> |
| Email: _____ | Email: <u>SGAMBLIN.SILSBEEFLEET@GMAIL.COM</u> |
| Product Description: <u>SILVERADO 1500 PPV 9C1</u> | Date: <u>September 13, 2023</u> |

A. Bid Item: _____ A. Base Price: **\$ 35,439.00**

B. Factory Options

| Code | Description | Bid Price | Code | Description | Bid Price |
|---------|-----------------------------|-------------|---------------------------------------|---|--------------------|
| CK10543 | 2023 SILVERADO 4WD CREW CAB | | 6J7 | FLASHER SYSTEM | \$ 75.00 |
| | SHORT BOX 9C1 PPV | | AMF | KEYLESS ENTRY 2 EXTRA | \$ 75.00 |
| L84 | ENGINE 5.3L ECO TECH V8 | \$ 1,595.00 | A2X | 10 WAY DRIVER SEAT | \$ 290.00 |
| Z82 | OFF ROAD PACKAGE | \$ 395.00 | V76 | RECOVERY HOOKS FRONT FRAME | |
| G80 | AUTO LOCKING REAR DIFF | | ZLQ | 1WT VAULE PACKAGE | \$ 370.00 |
| NZZ | SKID PLATES | | 5Y1 | NO CONSOLE * | |
| QT5 | EZ LIFT POWER LOCK | \$ 150.00 | | Wheels, 20" x 9" Black painted steel | |
| | 7" TOUCH SCREEN | | | Tires, 275/60R20SL all-terrain, blackwall | |
| 8F2 | BADGE DELETE | | Total of B. Published Options: | | \$ 2,950.00 |

Published Option Discount (5%) **\$ (147.50)**

C. Unpublished Options

\$= 0.0 %

| Description | Bid Price | Options | Bid Price |
|-------------|-----------|--------------------------------|-----------|
| | | EXTERIOR -BLACK | |
| | | INTERIOR - JET BLACK CLOTH H1T | |
| | | VINYL REAR | |
| | | UNIT ON THE GORUND ** | |
| | | | 149162 |
| | | | |
| | | | |
| | | | |
| | | | |

Total of C. Unpublished Options: \$ -

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

E. Lot Insurance (for in-stock and/or equipped vehicles): **\$ 450.00**

F. Contract Price Adjustment: 91C PPV / 4WD **\$ 9,995.00**

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

H. Subtotal: **\$ 49,124.00**

I. Quantity Ordered 1 x H = **\$ 49,124.00**

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

K. _____

L. Total Purchase Price **\$ 49,124.00**

PARADISE CONVERSIONS, LLC

2818 East Highway 67
Glen Rose, TX 76043

ESTIMATE

| Date | Estimate # |
|-----------|------------|
| 9/16/2023 | 23-1074 |

| CUSTOMER |
|--|
| Burnet Police Department 2000 S Water St. Burnet, TX 78611 |

| | |
|---------|-----------------------------|
| Project | New Chevy Silverado Pick Up |
|---------|-----------------------------|

| Item | Description | Qty |
|--------------------|--|-----|
| SIFZJS-1679927336 | SpectraLux® ILS Low-Profile SIFZ Off-Axis Style, Split Front Interior light Bar, Red/Blue/White 19-23 Silverado (Burnet PD Spec Bar) | 1 |
| CNSMJ8R-1679927543 | CN SIGNALMASTER, 8 Head LED Custom Configured For Burnet PD | 1 |
| PF200 | Siren/Light Controller With Self Contained Controls, 100/200 Watt, OBDII Integration capability, Integrated Rumbler and Dual-Tone Capable. | 1 |
| ES100-C | Speaker, DynaMax/ES100C, 100W, High Output, Compact, Class A | 1 |
| ESB-U | UNIVERSAL BRACKET, (1) ES100C | 1 |
| RBKIT2 | Dual Rumbler Woofer For Use with Pathfinder Siren | 1 |
| RB-SIL15HD | Bracket kit, Rumbler, 2020 Silverado HD, no-drill | 1 |
| MPS63U-RBW-SMK | MICROPULSE ULTRA 6, TRI-COLOR, SMOKED LENS, SURFACE MOUNT, 12/24 VDC, (18) LEDS, RED/BLUE/WHITE | 16 |
| SLB-SIL19ND | 8-head bracket for CN SIGNALMASTER or Latitude, no drill, Chevrolet Silverado 2019-2021 | 1 |
| PP-2022-CHPU-FS-LS | 2022+ Chevy Silverado center console. Fits 1500 model with 13.4" Panoramic screen ONLY. Not compatible with factory upfitter switches. | 1 |
| FP-MAPX6500-07-R | 3" APX 6500 remote 07 head | 1 |
| FP-PATHFINDER | 3" Fed-Signal Pathfinder one-piece siren | 1 |
| MMBP | The Magnetic Mic Unit conversion kit includes: One (1) magnetic base piece, One (1) slotted metal disc adapter, A set of mounting hardware, Hex key, Installation and safety instructions. | 2 |
| CM-SDMT-SL-LT17 | Console side ht. adj. mount w/slide arm for wide laptop tray | 1 |
| PS-22S1-SC-OS-WS | 2022+ Chevy Silverado 1500 with storage box, Plastic seat w/ OS Belt CAB Window Screen and Pass. Side Single Cell | 1 |
| GM-SGRF-SC | Universal dual weapon mount for single-cell Ford PIU, F150 and Tahoe | 1 |
| GL-SC6/H | Universal weapon lock designed to work with handcuff key (key by others) | 1 |
| GL-SC1/H | Shot Gun lock designed to work with handcuff key (key by others) | 1 |
| MMBP | The Magnetic Mic Unit conversion kit includes: One (1) magnetic base piece, One (1) slotted metal disc adapter, A set of mounting hardware, Hex key, Installation and safety instructions. | 2 |
| Freight | Freight and Delivery | 1 |

****QUOTED IS VALID FOR 30 DAYS FROM ABOVE DATE****

| | |
|-------------------------|-------------|
| SUBTOTAL | \$11,659.13 |
| SALES TAX (0.0%) | \$0.00 |
| TOTAL | \$11,659.13 |

PARADISE CONVERSIONS, LLC

2818 East Highway 67
Glen Rose, TX 76043

ESTIMATE

| | |
|-----------|------------|
| Date | Estimate # |
| 9/18/2023 | 23-1077 |

| CUSTOMER |
|--|
| Burnet Police Department 2000 S Water St. Burnet, TX 78611 |

| | |
|---------|-----------------------------|
| Project | 2023 Ford PIU Valor Package |
|---------|-----------------------------|

| Item | Description | Qty |
|-------------------|---|-----|
| VALR51J-P1L | 51" VALOR RED/BLUE/WHITE WITH 8-HEAD AMBER LED SIGNALMASTER, WITHOUT SERIAL INTERFACE MODULE, LOW HOOK MOUNT, LIGHT BAR STRAPS INCLUDED WITH LIGHT BAR PURCHASE. | 1 |
| HKB-FPIU20-HP | LIGHT BAR STRAP KIT FOR 2020-2022 FORD POLICE INTERCEPTOR UTILITY, LIGHT BAR LENGTHS 48,51,53 INCH'S (NO ROOF RACK) | 1 |
| PF200 | Siren/Light Controller With Self Contained Controls, 100/200 Watt, OBDII Integration capability, Integrated Rumbler and Dual-Tone Capable. | 1 |
| ES100-C | Speaker, DynaMax/ES100C, 100W, High Output, Compact, Class A | 1 |
| ESB-U | UNIVERSAL BRACKET, (1) ES100C | 1 |
| RBKIT2-COMPACT | Pair of Rumbler® Compact low frequency speakers for use with sirens with integrated Rumbler capability | 1 |
| RBC2-FPIU20ND | FORD POLICE INTERCEPTOR UTILITY 2020-2023 Compact Rumlbers Brackets | 1 |
| OBDCABLE25-2 | 25' OBDII INTERFACE CABLE, FOR USE ON 2020-2022 FORD PIU | 1 |
| EXPMOD24 | 24-Channel Expansion Module | 2 |
| MPS63U-RBW | MICROPULSE ULTRA 6, TRI-COLOR, CLEAR LENS, SURFACE MOUNT, 12/24 VDC, (18) LEDS, RED/BLUE/WHITE | 14 |
| MPSM6-LB | Generic L-Bracket For (1) MPS6U Light | 6 |
| MPSU-PB45H | PAIR OF 45-DEGREE SLANTED PUSH BUMPER MOUNTS WITH HARDWARE, HORIZONTAL LIGHT ORIENTATION, EACH BRACKET HOLDS (1) MPS3U/MPS6U/MPS12U LIGHT, FITS MOST PUSH BUMPERS | 1 |
| MPS123U-RBW | MICROPULSE ULTRA 12, TRI-COLOR, CLEAR LENS, SURFACE MOUNT, 12/24 VDC, (36) LED'S, RED/BLUE/WHITE | 2 |
| MPSW9-RW | MICROPULSE WIDE ANGLE 9, DUAL-COLOR, CLEAR LENS, SURFACE MOUNT, 180-DEGREE LIGHT SPREAD, 12/24 VDC, (12) LEDS, RED/WHITE | 1 |
| MPSW9-BW | MICROPULSE WIDE ANGLE 9, DUAL-COLOR, CLEAR LENS, SURFACE MOUNT, 180-DEGREE LIGHT SPREAD, 12/24 VDC, (12) LEDS, BLUE/WHITE | 1 |
| MPSMW9-FPIU220MIR | PAIR OF SIDE MIRROR BRACKETS, EACH HOLDS (1) MPSW9 LIGHT, FORD PIU 2020 -2022. | 1 |
| MPS63U-RBA | MICROPULSE ULTRA 6, TRI-COLOR, CLEAR LENS, SURFACE MOUNT, 12/24 VDC, (18) LEDS, RED/BLUE/AMBER | 6 |
| MPSM6-FPIU20RS2 | Pair Of Spoiler Brackets, Each Bracket Holds, (3) MPS6U Lights, Ford Police Interceptor 2020-2022 | 1 |
| COM3SRWC | 3" ROUND, DUAL COLOR, SURFACE MOUNT COMPARTMENT LED LIGHT RED/WHITE | 1 |
| KIT-TP-SL1U-BB-SS | 2020-23 PI Utility US Partition Kit (TP-E-SL1-US-SS, SAB-20-FDUV-BB, KP-UV20-DAP-SS) | 1 |

| |
|-------------------------|
| SUBTOTAL |
| SALES TAX (0.0%) |
| TOTAL |

PARADISE CONVERSIONS, LLC

2818 East Highway 67
 Glen Rose, TX 76043

ESTIMATE

| | |
|-----------|------------|
| Date | Estimate # |
| 9/18/2023 | 23-1077 |

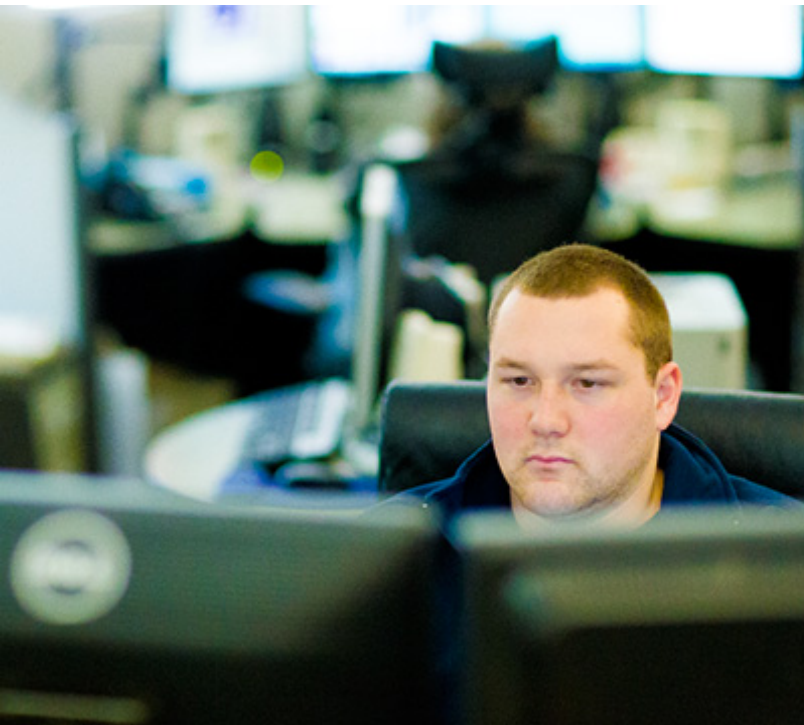
| CUSTOMER |
|--|
| Burnet Police Department 2000 S Water St. Burnet, TX 78611 |

| | |
|---------|-----------------------------|
| Project | 2023 Ford PIU Valor Package |
|---------|-----------------------------|

| Item | Description | Qty |
|--------------------------|---|-----|
| WEI-005 | Handcuff & Clasp-Lock Universal Mount, Universal 36" 6-channel backbone weapon mount with one clasp-style lock and one handcuff-style lock. | 1 |
| PS-20-UVFX-OS-RL | 2020-23 Ford PI Utility Plastic seat with OS belts, rear partition polycarbonate window, with fire compartment | 1 |
| CP-UV20-MNT-EB | 2020-23 Ford PI Utility cargo elevated box mount (box can be bolted on top) > Works with 44"W x 6" H / 40"W x 14"H; Any depth greater than 24" will have an overhang. Depths greater than 30" are not advised | 1 |
| EM-20UV-CRGDCK-SSTK-2DWR | 2020-23 PI Utility Cargo Deck with electronics & weapon drawer PB lock, flare boxes, rubber mat on top and gap panel | 1 |
| CM-SDMT-SL-LT17 | Console side ht. adj. mount w/slide arm for wide laptop tray | 1 |
| MMBP | The Magnetic Mic Unit conversion kit includes: One (1) magnetic base piece, One (1) slotted metal disc adapter, A set of mounting hardware, Hex key, Installation and safety instructions. | 2 |
| PP-2020-FINT-SUV-SWL | 2020-2023 Ford Interceptor SUV SHORTY center console with Locking Arm Rest Lid. Relocates rear a/c and parking brake switch to console faceplate. Delete Rear A/C Controls Cut Out | 1 |
| Freight | Freight and Delivery | 1 |

****QUOTED IS VALID FOR 30 DAYS FROM ABOVE DATE****

| | |
|-------------------------|-------------|
| SUBTOTAL | \$13,848.07 |
| SALES TAX (0.0%) | \$0.00 |
| TOTAL | \$13,848.07 |



BURNET, CITY OF

City of Burnet FD 3 APX6500

09/15/2023

09/15/2023

BURNET, CITY OF
PO BOX 1369
BURNET, TX 78611

RE: Motorola Quote for City of Burnet FD 3 APX6500
Dear Lance Besancon,

Motorola Solutions is pleased to present BURNET, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide BURNET, CITY OF with the best products and services available in the communications industry. Please direct any questions to Henry Araiza at henry.araiza@bearcom.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Henry Araiza
MR Account Manager

Motorola Solutions Manufacturer's Representative

Billing Address:
BURNET, CITY OF
PO BOX 1369
BURNET, TX 78611
US

Quote Date:09/15/2023
Expiration Date:11/14/2023
Quote Created By:
Henry Araiza
MR Account Manager
henry.araiza@bearcom.com
12107225924

End Customer:
BURNET, CITY OF
Lance Besancon
lbesancon@cityofburnet.com
(830)798-4172

Contract: 17212 - CITY OF AUSTIN (TX)

| Line # | Item Number | Description | Qty | List Price | Sale Price | Ext. Sale Price |
|--------|------------------------|---|-----|------------|------------|-----------------|
| | APX™ 6500 / Enh Series | ENHANCEDAPX6500 | | | | |
| 1 | M25KSS9PW1BN | APX6500 ENHANCED VHF MOBILE | 3 | \$3,383.12 | \$2,300.52 | \$6,901.56 |
| 1a | QA01648AA | ADD: HW KEY SUPPLEMENTAL DATA | 3 | \$6.00 | \$4.08 | \$12.24 |
| 1b | GA00318AF | ENH: 5 YEAR ESSENTIAL SVC | 3 | \$480.00 | \$480.00 | \$1,440.00 |
| 1c | G996AS | ENH: OVER THE AIR PROVISIONING | 3 | \$110.00 | \$74.80 | \$224.40 |
| 1d | GA00250AA | ADD: BLUETOOTH/WIFI/ GNSS FLEXIBLE CABLE LMR195 | 3 | \$110.00 | \$74.80 | \$224.40 |
| 1e | G299AE | ADD: 1/4 WAVE ROOF TOP 150.8-162 | 3 | \$21.00 | \$14.28 | \$42.84 |
| 1f | GA00580AA | ADD: TDMA OPERATION | 3 | \$495.00 | \$336.60 | \$1,009.80 |
| 1g | G67DQ | ADD: REMOTE MOUNT O2 APXM | 3 | \$327.00 | \$222.36 | \$667.08 |
| 1h | G51AU | ENH: SMARTZONE OPERATION APX6500 | 3 | \$1,320.00 | \$897.60 | \$2,692.80 |



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

| Line # | Item Number | Description | Qty | List Price | Sale Price | Ext. Sale Price |
|------------------|--------------|---|-----|------------|------------|-----------------|
| 1i | B18CR | ADD: AUXILIARY SPKR 7.5 WATT APX | 3 | \$66.00 | \$44.88 | \$134.64 |
| 1j | G444AH | ADD: APX CONTROL HEAD SOFTWARE | 3 | \$0.00 | \$0.00 | \$0.00 |
| 1k | QA05751AA | ADD: NO ENCRYPTION, CLEAR RADIO (NO ADP) (US ONLY) | 3 | \$0.00 | \$0.00 | \$0.00 |
| 1l | G806BL | ENH: ASTRO DIGITAL CAI OP APX | 3 | \$567.00 | \$385.56 | \$1,156.68 |
| 1m | GA01767AG | ADD: RADIO AUTHENTICATION | 3 | \$110.00 | \$74.80 | \$224.40 |
| 1n | W22BA | ADD: STD PALM MICROPHONE APX | 3 | \$79.00 | \$53.72 | \$161.16 |
| 1o | G361AH | ENH: P25 TRUNKING SOFTWARE APX | 3 | \$330.00 | \$224.40 | \$673.20 |
| 1p | GA00804AA | ADD: APX O2 CH (GREY) | 3 | \$541.00 | \$367.88 | \$1,103.64 |
| 1q | QA09113AB | ADD: BASELINE RELEASE SW | 3 | \$0.00 | \$0.00 | \$0.00 |
| Product Services | | | | | | |
| 2 | LSV00Q00202A | Code Plug Build & WRRS Programming. Includes travel time. | 1 | \$800.00 | \$800.00 | \$800.00 |

Grand Total
\$17,468.84(USD)
Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)



Development Services

ITEM 4.2

Leslie Kimbler
Planner
512-715-3215
lkimbler@cityofburnet.com

Public Hearing and Action

Meeting Date: September 26, 2023

Agenda Item: Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY KNOWN AS: 104 COUNTY ROAD 108 (LEGALLY DESCRIBED AS: BEING 0.973 ACRES, OUT OF THE JOHN HAMILTON SURVEY NO. 1, ABS. NO. 405) FROM AGRICULTURE – DISTRICT “A” TO NEIGHBORHOOD COMMERCIAL – DISTRICT “NC”
CLASSIFICATION: L. Kimbler

Background: The subject property is located along County Road 108 just west of North Water Street. The current zoning of the property is Agriculture – District “A”; however, the property is just under one acre, which does not meet the minimum square footage for property zoned Agriculture and is currently utilized as a single-family residence. The Agriculture district is intended to preserve large tracts of land permitting agriculture uses; therefore, this property would be better suited with a more compatible zoning district.

Information: The applicant is requesting to change the zoning district to Neighborhood Commercial – District “NC” to allow the home to be sold or rented as a small office or a business/residence for a service business.

There have been no changes to Ordinance 2023-39 since the first reading on September 12, 2023.

Staff Analysis: Neighborhood Commercial – District “NC” is governed by code of ordinances, Sect. 118-44, and allows for a variety of commercial uses that will serve as a transitional zone between residential and less intense commercial uses. Some examples of these types of uses include accountants, barber or beauty shops, doctor or dental offices, bed and breakfast, real estate offices and other uses that will aesthetically blend with the residential character of the area. The “NC” district does also allow single-family dwellings.

Section 118-20, Chart 1, states properties zoned “NC” must be a minimum of 7600 square feet with a minimum lot width of 60 feet. The subject property does exceed both requirements.

Public Notification: A Notice of Public Hearing was published in the Burnet Bulletin on August 23, 2023, and written notices were mailed to 14 surrounding property owners within 200 feet of the subject property. There have been zero responses in favor and zero responses in opposition.

P&Z Report: Planning and Zoning is meeting on Monday, September 11th; staff will present P&Z’s recommendation at the City Council meeting.

Recommendation: Approve and adopt ordinance 2023-39 as presented

Exhibit A – Location and Current Zoning



ORDINANCE NO. 2023-39

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY KNOWN AS: 104 COUNTY ROAD 108 (LEGALLY DESCRIBED AS: BEING 0.973 ACRES, OUT OF THE JOHN HAMILTON SURVEY NO. 1, ABS. NO. 405) FROM AGRICULTURE – DISTRICT “A” TO NEIGHBORHOOD COMMERCIAL – DISTRICT “NC” CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

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

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

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

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

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

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

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

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

Section two. Property. The Property that is the subject to this Zoning District Reclassification is property known as: 104 COUNTY ROAD 108 (LEGALLY DESCRIBED

AS: BEING 0.973 ACRES, OUT OF THE JOHN HAMILTON SURVEY NO. 1, ABS. NO. 405) as shown on **Exhibit “A”** hereto.

Section three Zoning District Reclassification. NEIGHBORHOOD COMMERCIAL – DISTRICT “NC” Zoning District Classification is hereby assigned to the Property described in section two.

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

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

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

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

PASSED on First Reading the 12th day of September 2023

PASSED AND APPROVED on this the 26th day of September 2023.

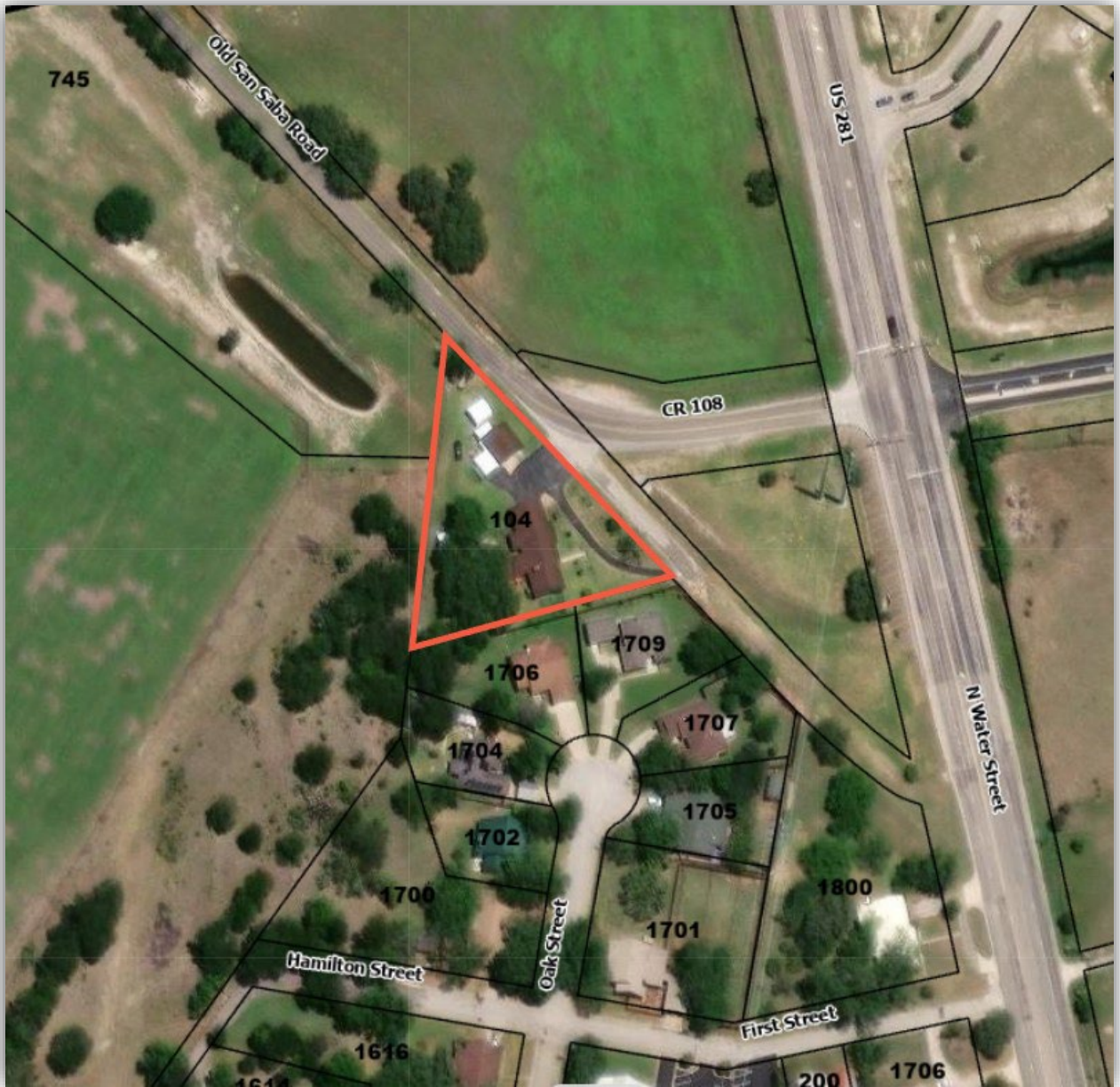
CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Kelly Dix, City Secretary

Exhibit "A"
Subject Property



SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY KNOWN AS: 104 COUNTY ROAD 108 (LEGALLY DESCRIBED AS: BEING 0.973 ACRES, OUT OF THE JOHN HAMILTON SURVEY NO. 1, ABS. NO. 405) FROM AGRICULTURE – DISTRICT “A” TO NEIGHBORHOOD COMMERCIAL – DISTRICT “NC” CLASSIFICATION: L. Kimbler





Current Zoning:

Agriculture – District “A”

Located west of N. Water St.

developed with single-family home on lot

Does not meet minimum sq ft for current zoning



Requested Zoning:

Neighborhood Commercial – District “NC”

Allow the home to be sold or rented as a small office or a business/residence for a service business

Sec. 118-44 -
“NC” allows for variety of commercial uses that will serve as a transitional zone between residential and less intense commercial uses.





P&Z Report

- ▶ Planning and Zoning did recommend approval of the requested zone change

Staff recommends approval of Ordinance 2023-39

- ▶ There have been no changes since the first reading



Development Services

ITEM 4.3

Leslie Kimbler
Planner
512-715-3215
lkimbler@cityofburnet.com

Public Hearing and Action Item

Meeting Date: September 26, 2023

Agenda Item: Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING PROPERTY KNOWN AS 507 E JACKSON & 310 S SILVER ST (LEGALLY DESCRIBED AS: BEING LOTS ONE, TWO, THREE AND FOUR, BLK SIX, PETER KERR DONATION PORTION) FROM ITS PRESENT DESIGNATION OF LIGHT INDUSTRIAL – DISTRICT “I-1” TO A DESIGNATION OF NEIGHBORHOOD COMMERCIAL – DISTRICT “NC”; PROPERTY LEGALLY DESCRIBED AS: EAST PART OF LOTS 1 & 2 (0.67 ACRE), BLOCK 15, VANDEVEER/ALEXANDER ADDITION FROM ITS PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF NEIGHBORHOOD COMMERCIAL – DISTRICT “NC”; PROPERTY KNOWN AS 404 E MARBLE ST (LEGALLY DESCRIBED AS: BEING A PORTION OF LOTS TWO AND THREE, BLK 15, VANDEVEER ADDITION), FROM ITS PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF NEIGHBORHOOD COMMERCIAL – DISTRICT “NC”; PROPERTY KNOWN AS 801 E PECAN STREET (LEGALLY DESCRIBED AS: LOT 4, BLK 4, JOHNSON ADDITION) FROM ITS PRESENT DESIGNATION OF LIGHT INDUSTRIAL – DISTRICT “I-1” TO A DESIGNATION OF SINGLE-FAMILY RESIDENTIAL - DISTRICT “R-1”; AND PROPERTY KNOWN AS 607 S RHOMBERG STREET (LEGALLY DESCRIBED AS: S8450 VANDEVEER/ALEXANDER LOT PT OF 3, BLK 44) FROM ITS PRESENT DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1” TO A DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” CLASSIFICATION.: L. Kimbler

Background: On August 22nd, City Council conducted a workshop to discuss certain properties within residential areas that were designated with a more intense zoning than the surrounding residential uses. As a result of the workshop, City Council directed staff to present zoning amendments to these properties to ensure their zoning designation was more inline with the surrounding uses.

Information: This request is a city-initiated request to bring the zoning of the properties more in line with the surrounding uses. The current use of these properties will be allowed to continue; if the use ever ceases, the property will lose the “grandfathering” rights and would have to come into compliance with the current zoning.

There have been no changes to Ordinance 2023-41 since the first reading on September 1s, 2023.

Staff Analysis: Neighborhood Commercial – District “NC” is governed by code of ordinances, Sect. 118-44, and allows for a variety of commercial uses that will serve as a transitional zone between residential and less intense commercial uses. Some examples of these types of uses include accountants, barber or beauty shops, doctor or dental offices, bed and breakfast, real estate offices and other uses that will aesthetically blend with the residential character of the area.

Public Notification: A Notice of Public Hearing was published in the Burnet Bulletin on August 23, 2023, and written notices were mailed to 30 surrounding property owners within 200 feet of the subject property. There have been zero responses in favor and zero responses in opposition.

P&Z Report: Planning and Zoning is meeting on Monday, September 11th; staff will present P&Z’s recommendation at the City Council meeting.

Recommendation: Approve and adopt ordinance 2023-41 as presented

Exhibit A – Location and Current Zoning

PROPERTY KNOWN AS 507 E JACKSON & 310 S SILVER ST
EAST PART OF LOTS 1 & 2 (0.67 ACRE), BLOCK 15, VANDEVEER/ALEXANDER ADDITION
PROPERTY KNOWN AS 404 E MARBLE ST (LEGALLY DESCRIBED AS: BEING A
PORTION OF LOTS TWO AND THREE, BLK 15, VANDEVEER ADDITION)

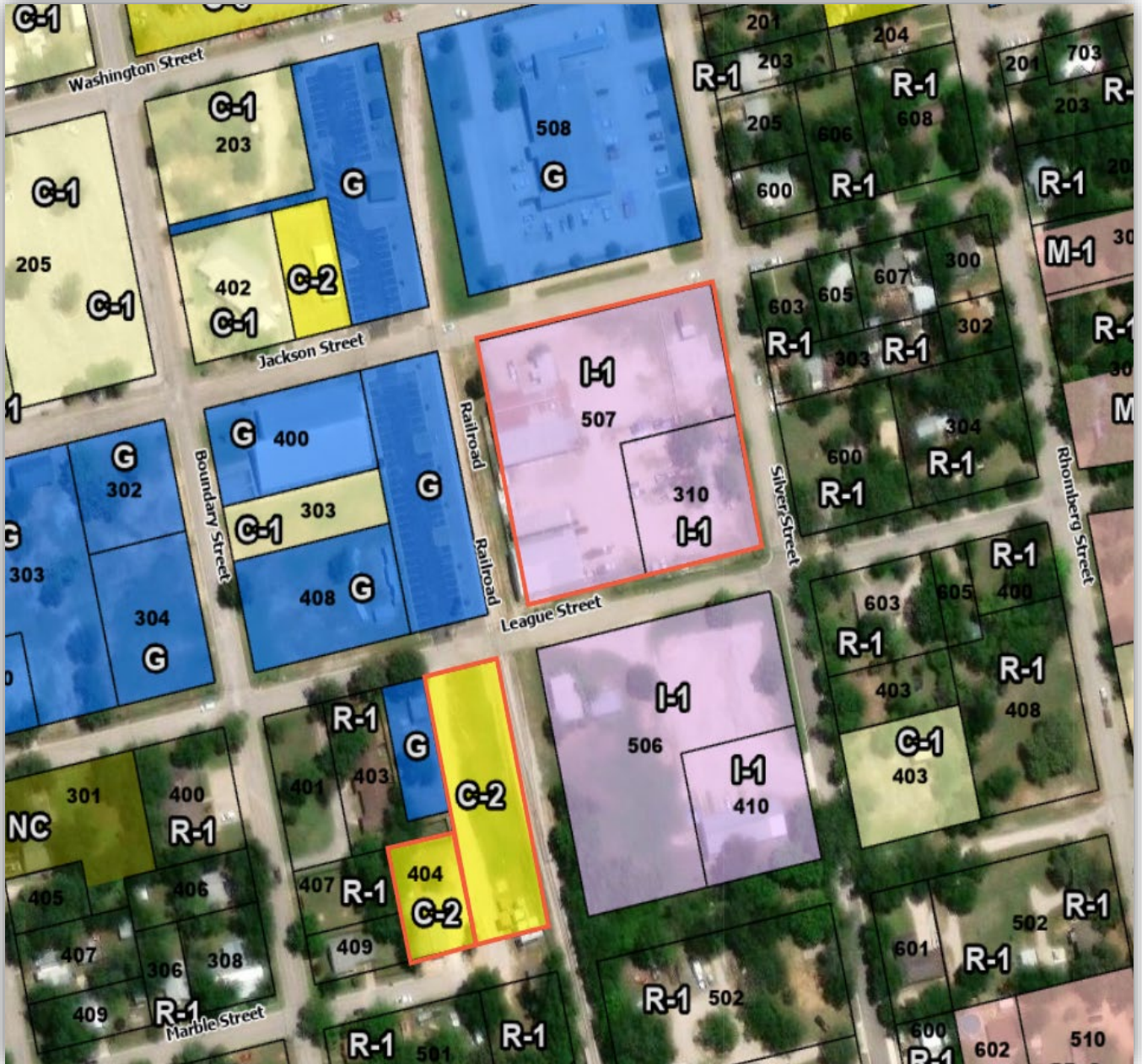
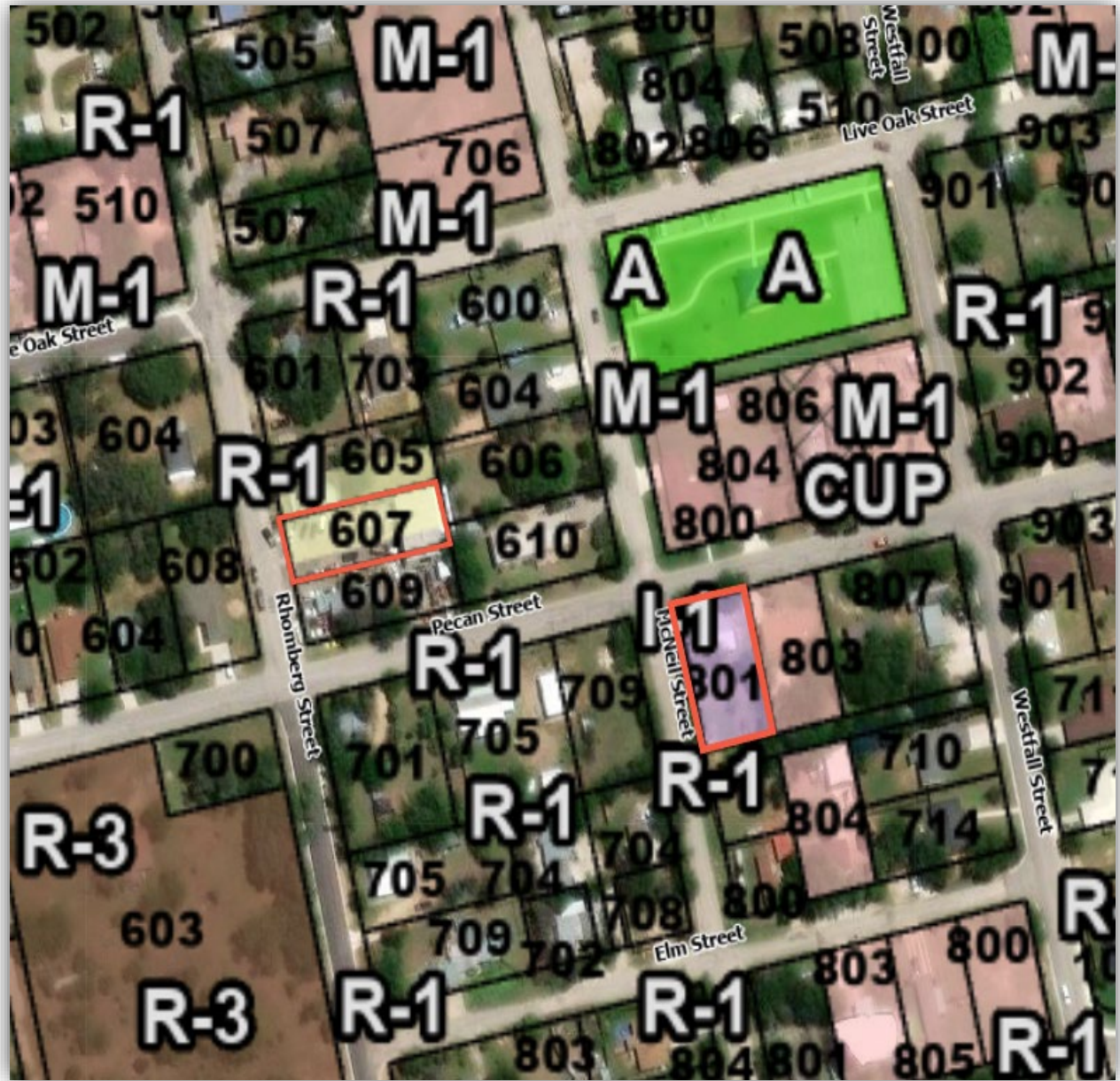


Exhibit A – Location and Current Zoning (cont.)

PROPERTY KNOWN AS 801 E PECAN STREET
PROPERTY KNOWN AS 607 S RHOMBERG STREET



ORDINANCE NO. 2023-41

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING PROPERTY KNOWN AS 507 E JACKSON & 310 S SILVER ST (LEGALLY DESCRIBED AS: BEING LOTS ONE, TWO, THREE AND FOUR, BLK SIX, PETER KERR DONATION PORTION) FROM ITS PRESENT DESIGNATION OF LIGHT INDUSTRIAL – DISTRICT “I-1” TO A DESIGNATION OF NEIGHBORHOOD COMMERCIAL – DISTRICT “NC”; PROPERTY LEGALLY DESCRIBED AS: EAST PART OF LOTS 1 & 2 (0.67 ACRE), BLOCK 15, VANDEVEER/ALEXANDER ADDITION FROM ITS PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF NEIGHBORHOOD COMMERCIAL – DISTRICT “NC”; PROPERTY KNOWN AS 404 E MARBLE ST (LEGALLY DESCRIBED AS: BEING A PORTION OF LOTS TWO AND THREE, BLK 15, VANDEVEER ADDITION), FROM ITS PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF NEIGHBORHOOD COMMERCIAL – DISTRICT “NC”; PROPERTY KNOWN AS 801 E PECAN STREET (LEGALLY DESCRIBED AS: LOT 4, BLK 4, JOHNSON ADDITION) FROM ITS PRESENT DESIGNATION OF LIGHT INDUSTRIAL – DISTRICT “I-1” TO A DESIGNATION OF SINGLE-FAMILY RESIDENTIAL - DISTRICT “R-1”; AND PROPERTY KNOWN AS 607 S RHOMBERG STREET (LEGALLY DESCRIBED AS: S8450 VANDEVEER/ALEXANDER LOT PT OF 3, BLK 44) FROM ITS PRESENT DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1” TO A DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, it is further legislatively found that the required amendment to the Future Land Use Plan was, prior to this action, passed and approved by ordinance of this Council; and

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

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

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

Section two. Property. The Property that is the subject to this Zoning District Reclassification is property known as: 507 E JACKSON & 310 S SILVER ST (LEGALLY DESCRIBED AS: BEING LOTS ONE, TWO, THREE AND FOUR, BLK SIX, PETER KERR DONATION PORTION) as shown on **Exhibit “A”** hereto.

Section three. Zoning District Reclassification. NEIGHBORHOOD COMMERCIAL – DISTRICT “NC” Zoning District Classification is hereby assigned to the Property described in section two.

Section four. Property. The Property that is the subject to this Zoning District Reclassification is legally described as: EAST PART OF LOTS 1 & 2 (0.67 ACRE), BLOCK 15, VANDEVEER/ALEXANDER ADDITION as shown on **Exhibit “B”** hereto.

Section five. Zoning District Reclassification. NEIGHBORHOOD COMMERCIAL – DISTRICT “NC” Zoning District Classification is hereby assigned to the Property described in section six.

Section six. Property. The Property that is the subject to this Zoning District Reclassification is property know as: 404 E MARBLE ST(LEGALLY DESCRIBED AS: BEING A PORTION OF LOTS TWO AND THREE, BLK 15, VANDEVEER ADDITION)as shown on **Exhibit “C”** hereto.

Section seven. Zoning District Reclassification. NEIGHBORHOOD COMMERCIAL – DISTRICT “NC” Zoning District Classification is hereby assigned to the Property described in section eight.

Section eight. Property. The Property that is the subject to this Zoning District Reclassification is property known as: 801 E PECAN STREET (LEGALLY DESCRIBED AS: LOT 4, BLK 4, JOHNSON ADDITION) as shown on **Exhibit “D”** hereto.

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

Section ten. Property. The Property that is the subject to this Zoning District Reclassification is property known as: 607 S RHOMBERG STREET (LEGALLY DESCRIBED AS: S8450 VANDEVEER/ALEXANDER LOT PT OF 3, BLK 44) as shown on **Exhibit “E”** hereto.

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

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

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

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

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

PASSED on First Reading the 12th day of September 2023

PASSED AND APPROVED on this the 26^h day of September 2023.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Kelly Dix, City Secretary

Exhibit "A"

507 E JACKSON & 310 S SILVER ST (LEGALLY DESCRIBED AS: BEING LOTS ONE, TWO, THREE AND FOUR, BLK SIX, PETER KERR DONATION PORTION)



Exhibit "B"
EAST PART OF LOTS 1 & 2 (0.67 ACRE), BLOCK 15, VANDEVEER/ALEXANDER
ADDITION



Exhibit "C"

PROPERTY KNOWN AS 404 E MARBLE ST (LEGALLY DESCRIBED AS: BEING A PORTION OF LOTS TWO AND THREE, BLK 15, VANDEVEER ADDITION)



Exhibit "D"
801 E PECAN STREET (LEGALLY DESCRIBED AS: LOT 4, BLK 4, JOHNSON
ADDITION)

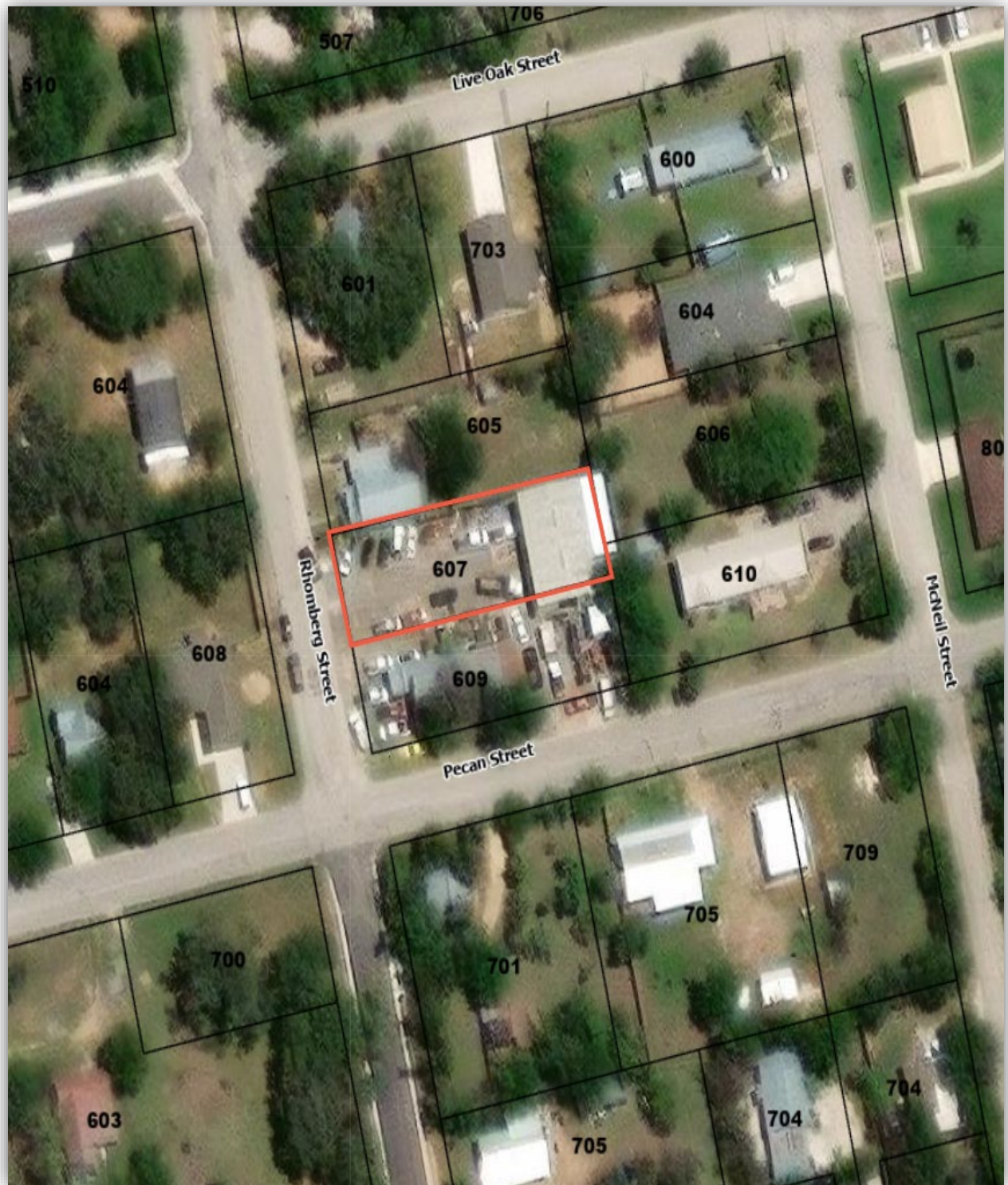
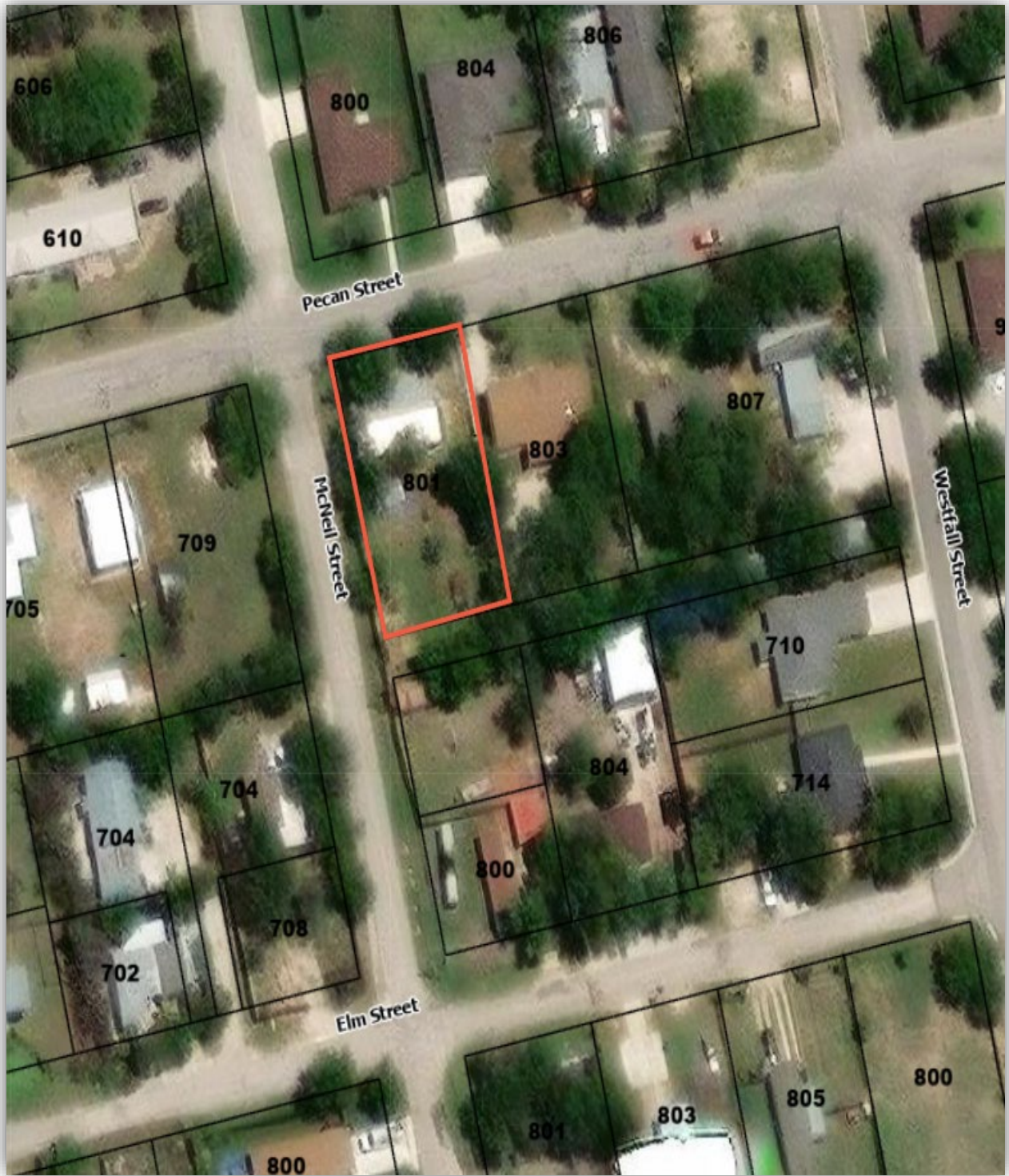
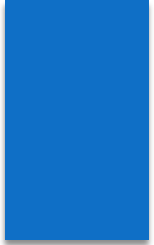


Exhibit "E"

607 S RHOMBERG STREET (LEGALLY DESCRIBED AS: S8450 VANDEVEER/ALEXANDER LOT PT OF 3, BLK 44)





SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING PROPERTY KNOWN AS 507 E JACKSON & 310 S SILVER ST (LEGALLY DESCRIBED AS: BEING LOTS ONE, TWO, THREE AND FOUR, BLK SIX, PETER KERR DONATION PORTION) FROM ITS PRESENT DESIGNATION OF LIGHT INDUSTRIAL – DISTRICT “I-1” TO A DESIGNATION OF NEIGHBORHOOD COMMERCIAL – DISTRICT “NC”; PROPERTY LEGALLY DESCRIBED AS: EAST PART OF LOTS 1 & 2 (0.67 ACRE), BLOCK 15, VANDEVEER/ALEXANDER ADDITION FROM ITS PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF NEIGHBORHOOD COMMERCIAL – DISTRICT “NC”; PROPERTY KNOWN AS 404 E MARBLE ST (LEGALLY DESCRIBED AS: BEING A PORTION OF LOTS TWO AND THREE, BLK 15, VANDEVEER ADDITION), FROM ITS PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF NEIGHBORHOOD COMMERCIAL – DISTRICT “NC”; PROPERTY KNOWN AS 801 E PECAN STREET (LEGALLY DESCRIBED AS: LOT 4, BLK 4, JOHNSON ADDITION) FROM ITS PRESENT DESIGNATION OF LIGHT INDUSTRIAL – DISTRICT “I-1” TO A DESIGNATION OF SINGLE-FAMILY RESIDENTIAL - DISTRICT “R-1”; AND PROPERTY KNOWN AS 607 S RHOMBERG STREET (LEGALLY DESCRIBED AS: S8450 VANDEVEER/ALEXANDER LOT PT OF 3, BLK 44) FROM ITS PRESENT DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1” TO A DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” CLASSIFICATION.: L. Kimbler



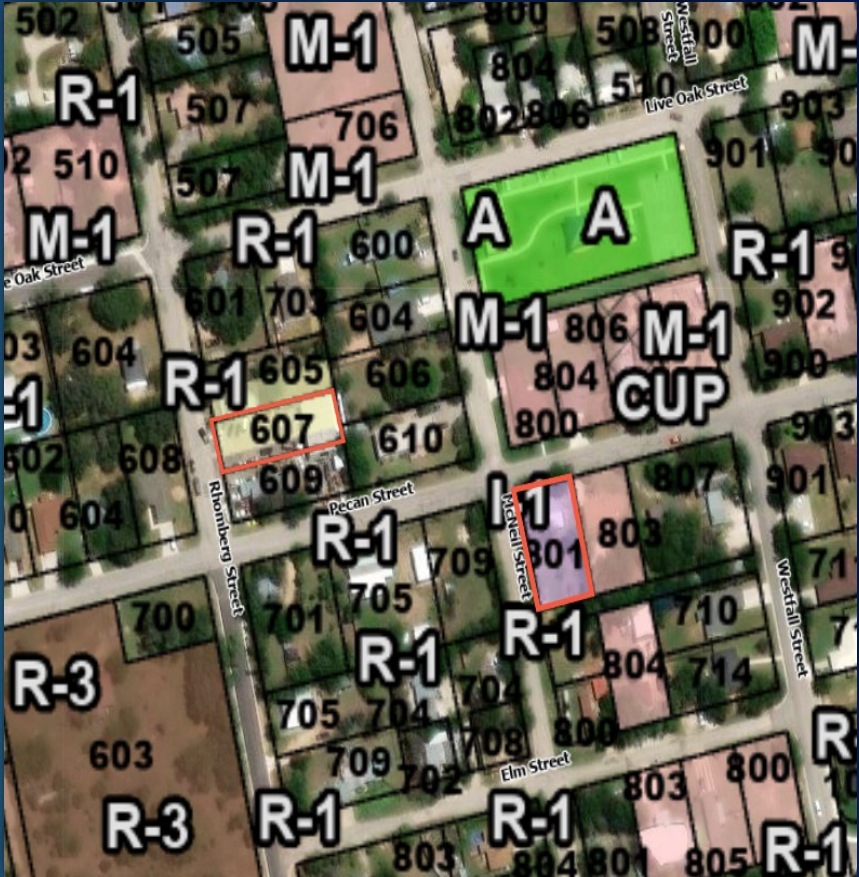
Information:



City Initiated Request to zone properties to less intense uses and be more cohesive with surrounding residential uses



City Initiated Request to zone to Neighborhood Commercial – District “NC”



City Initiated Request to zone to Single-Family Residential – District “R-1”



Staff recommends approval of Ordinance 2023-41

- ▶ There have been no changes since the first reading



Development Services

ITEM 4.4

Leslie Kimbler
Planner
512-715-3215
lkimbler@cityofburnet.com

Public Hearing and Action

Meeting Date: September 26, 2023

Agenda Item: Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY KNOWN AS 1402 N. WATER ST (LEGALLY DESCRIBED AS: LOT 2, AND THE EAST 15 FT OF LOT 7, BLOCK 10, OAKS ADDITION), FROM MULTI-FAMILY RESIDENTIAL – DISTRICT “R-3” TO SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” CLASSIFICATION.: L. Kimbler

Background: The subject property is located on North US Highway 281 (Exhibit A). It is currently zoned as Multi-family Residential – District “R-3” with a vacant single-family residence located on the property. In March of 2022, staff presented this property to Planning and Zoning Commission and City Council to rezone the property from a designation of district “R-1” to the current district “R-3”. At that time, the property owner planned to tear down the existing house, plat the property with the neighboring property to the north, and develop up to 12-24 apartment units.

Information: The new property owner for the subject property is requesting to zone the property back to Single-family Residential – District “R-1” to allow them to renovate the existing single-family dwelling. Under the current zoning, district “R-3”, single-family dwellings are not permitted.

There have been no changes to Ordinance 2023-42 Since the first reading on September 12, 2023.

Staff Analysis: Single-family Residential – District “R-1” is governed by code of ordinances, Sect. 118-25, and would allow the existing dwelling to be remodeled and occupied.

Section 118-20, Chart 1, states properties zoned “R-1” must be a minimum of 9000 square feet with a minimum lot width of 75 feet. The subject property is almost exactly 75 feet wide and approximately 12,000 square feet in size.

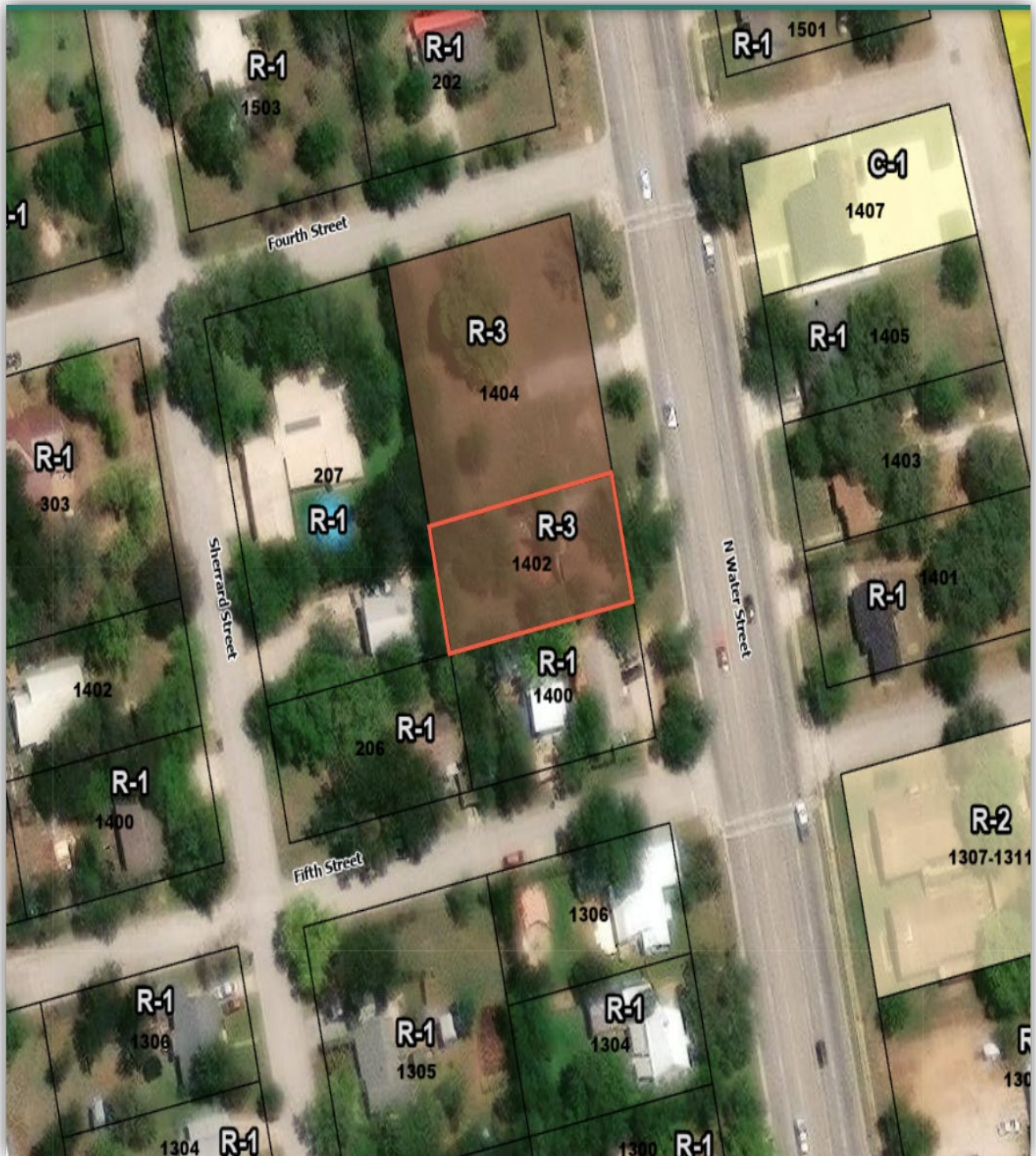
Previously, the Future Land Use for the lot was amended for residential use; therefore the requested zoning is suitable.

Public Notification: A Notice of Public Hearing was published in the Burnet Bulletin on August 23, 2023, and written notices were mailed to 16 surrounding property owners within 200 feet of the subject property. There have been zero responses in favor and zero responses in opposition.

P&Z Report: Planning and Zoning is meeting on Monday, September 11th; staff will present P&Z's recommendation at the City Council meeting.

Recommendation: Approve and adopt Ordinance 2023-42 as presented.

Exhibit A – Location and Current Zoning



ORDINANCE NO. 2023-42

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY KNOWN AS 1402 N. WATER ST (LEGALLY DESCRIBED AS: LOT 2, AND THE EAST 15 FT OF LOT 7, BLOCK 10, OAKS ADDITION), FROM MULTI-FAMILY RESIDENTIAL – DISTRICT “R-3” TO SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

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

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

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

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

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

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

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

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

Section two. Property. The Property that is the subject to this Zoning District Reclassification is property known as: 1402 N. WATER ST (LEGALLY DESCRIBED AS:

LOT 2, AND THE EAST 15 FT OF LOT 7, BLOCK 10, OAKS ADDITION) as shown on Exhibit "A" hereto.

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

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

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

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

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

PASSED on First Reading the 12th day of September 2023

PASSED AND APPROVED on this the 26th day of September 2023.

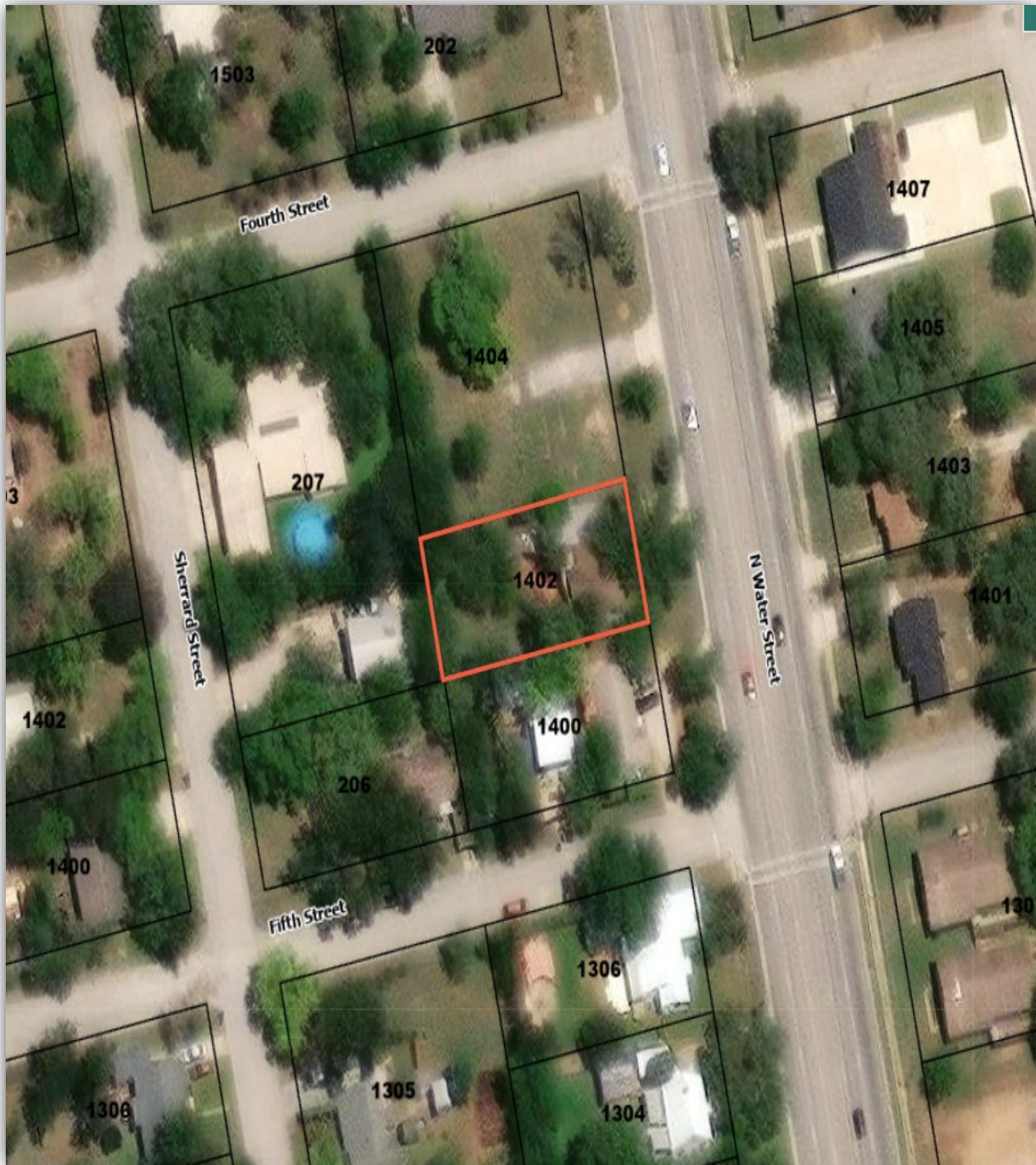
CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Kelly Dix, City Secretary

Exhibit "A"
Subject Property



SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY KNOWN AS 1402 N. WATER ST (LEGALLY DESCRIBED AS: LOT 2, AND THE EAST 15 FT OF LOT 7, BLOCK 10, OAKS ADDITION), FROM MULTI-FAMILY RESIDENTIAL – DISTRICT “R-3” TO SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” CLASSIFICATION.: L. Kimbler





Current Zoning:

Multi-family – District “R-3”

Vacant Single-family residence

Previous owner’s re-zoned to build apartments



Requested Zoning:

Single-family Residential – District “R-1”

New owner would like to renovate existing single-family dwelling

P&Z Report:

Planning and Zoning did recommend approval of the requested zone change.





Staff recommends approval of Ordinance 2023-42

- ▶ There have been no changes since the first reading



Development Services

ITEM 4.5

Leslie Kimbler
Planner
512-715-3215
lkimbler@cityofburnet.com

Public Hearing and Action

Meeting Date: September 26, 2023

Agenda Item: Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY GRANTING A CONDITIONAL USE PERMIT TO ALLOW THE USE OF AN "MINI STORAGE WAREHOUSE" IN A HEAVY COMMERCIAL – DISTRICT "C-3" FOR PROPERTY KNOWN AS 2435 W HWY 29, LEGALLY DESCRIBED AS: 6.06 ACRE TRACT, MORE OR LESS (INSIDE CITY LIMITS), OUT OF THE JOHN HAMILTON SURVEY, ABS. NO. 405.: L. Kimbler

Background: This property is located along the south side of West Highway 29. The property is currently undeveloped and zoned Heavy Commercial – District "C-3". The applicant is requesting a Conditional Use Permit to allow for the development storage units. Under the City of Burnet's Code of Ordinances, Sec. 118-48 Mini Storage Warehouse is an allowable use in a Light Industrial – District "I-1" zoning.

Information: The Conditional Use Permit approval process is established by Code of Ordinances Sec. 118-64; Subsection (e). Per the cited section in making its recommendation the Commission should consider the following:

- **Appearance, size, density and operating characteristics are compatible with surrounding neighborhood and uses;**
- **Proposed use will not adversely affect value of surrounding properties nor impede their proper development;**
- **Proposed use will not create a nuisance factor nor otherwise interfere with a neighbor's enjoyment of property or operation of business;**
- **Traffic generated on existing streets will not create nor add significantly to congestion, safety hazards, or parking problems, and will not disturb peace and quiet of neighborhood;**
- **Comply with other applicable ordinances and regulations.**

There have been no changes to Ordinance 2023-43 since the first reading on September 12, 2023.

Staff Analysis: Staff has reviewed the criteria in Sec. 118-64(e) and have made the following observations:

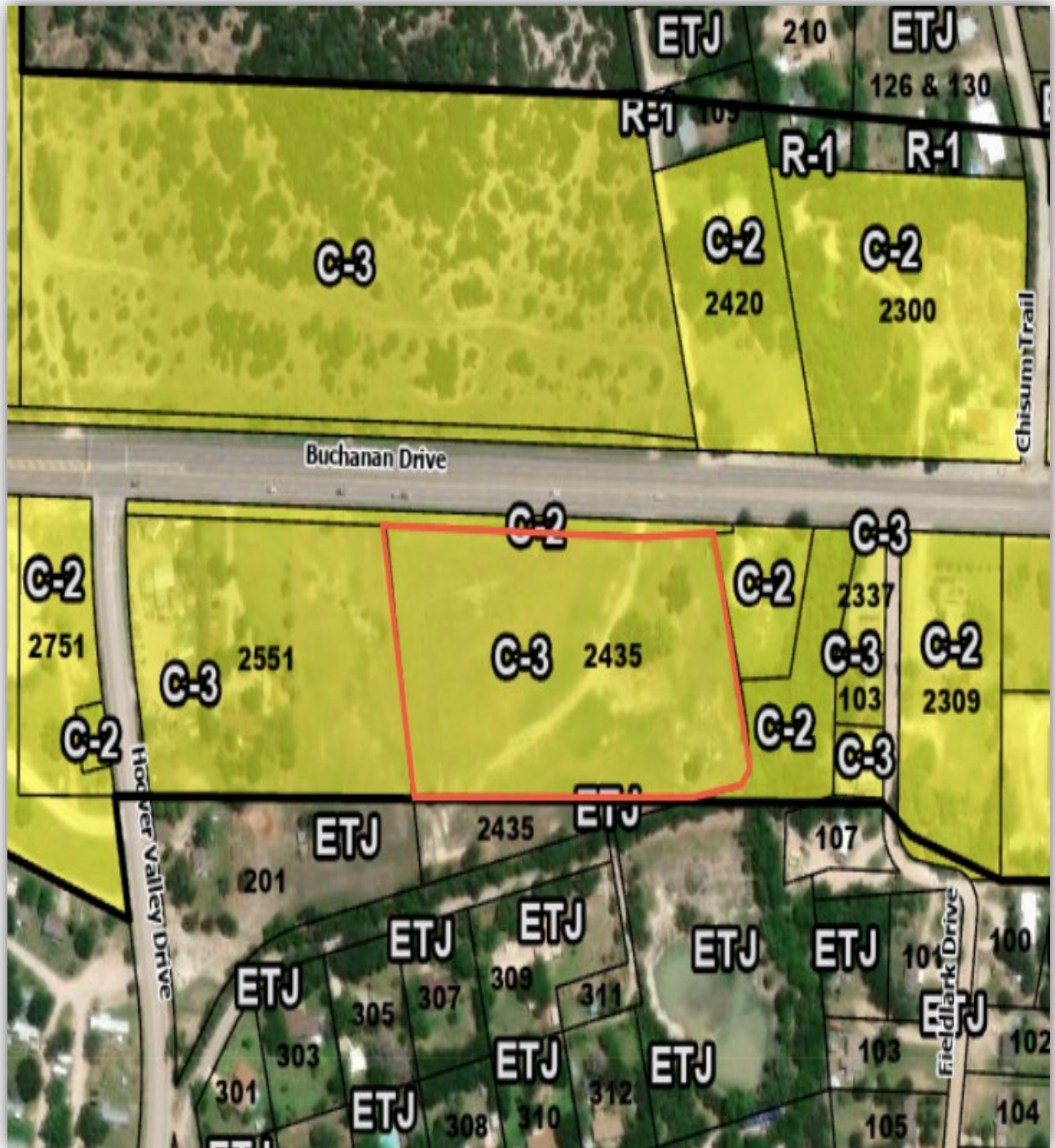
- This property is in area that is mostly undeveloped. When looking at the existing development further east of this area, there are existing storage units in proximity; therefore, this use could be considered as compatible for surrounding uses.
- As previously noted, most surrounding properties are undeveloped and, when considering some of the developed areas, they are of similar nature. Staff does not feel this use would adversely affect the value of surrounding properties.
- The proposed use should not create a nuisance nor interfere with neighboring properties enjoyment.
- This property abuts the highway; the traffic generated by this use should not create nor add significantly to the existing traffic patterns.

Public Notification: A Notice of Public Hearing was published in the Burnet Bulletin on August 23, 2023, and written notices were mailed to 10 surrounding property owners within 200 feet of the subject property. There have been zero responses in favor and zero responses in opposition.

P&Z Report: Planning and Zoning is meeting on Monday, September 11th; staff will present P&Z's recommendation at the City Council meeting.

Recommendation: Approve and adopt Ordinance No. 2023-43 as presented.

Exhibit "A" - Location Map



ORDINANCE NO. 2023-43

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY GRANTING A CONDITIONAL USE PERMIT TO ALLOW THE USE OF AN “MINI STORAGE WAREHOUSE” IN A HEAVY COMMERCIAL – DISTRICT “C-3” FOR PROPERTY KNOWN AS 2435 W HWY 29, LEGALLY DESCRIBED AS: 6.06 ACRE TRACT, MORE OR LESS (INSIDE CITY LIMITS), OUT OF THE JOHN HAMILTON SURVEY, ABS. NO. 405; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

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

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

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

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

WHEREAS, it is further legislatively found that the required amendment to the Future Land Use Plan was, prior to this action, passed and approved by ordinance of this Council; and

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

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

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

Section two. Property. The Property that is the subject to this Zoning District Reclassification is PROPERTY LOCATED AT THE CORNER OF NORTH US HIGHWAY 281 AND TAMI DRIVE, LEGALLY DESCRIBED AS: LOT NO. 1, BLOCK NO. 10, PHASE ONE, HIGHLAND OAKS as shown on **Exhibit “A”** hereto.

Section three Zoning District Reclassification. Conditional Use Permit to allow the use of a “Mini-Storage Warehouse” in a Heavy Commercial – District “C-3”, Zoning District Classification is hereby assigned to the Property described in section two.

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

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

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

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

PASSED on First Reading the 12th day of September 2023.

PASSED AND APPROVED on this the 26th day of September 2023.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Kelly Dix, City Secretary

Exhibit "A"
Location Map



SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY GRANTING A CONDITIONAL USE PERMIT TO ALLOW THE USE OF AN “MINI STORAGE WAREHOUSE” IN A HEAVY COMMERCIAL – DISTRICT “C-3” FOR PROPERTY KNOWN AS 2435 W HWY 29, LEGALLY DESCRIBED AS: 6.06 ACRE TRACT, MORE OR LESS (INSIDE CITY LIMITS), OUT OF THE JOHN HAMILTON SURVEY, ABS. NO. 405.: L. Kimbler



Information:



Current Zoning:

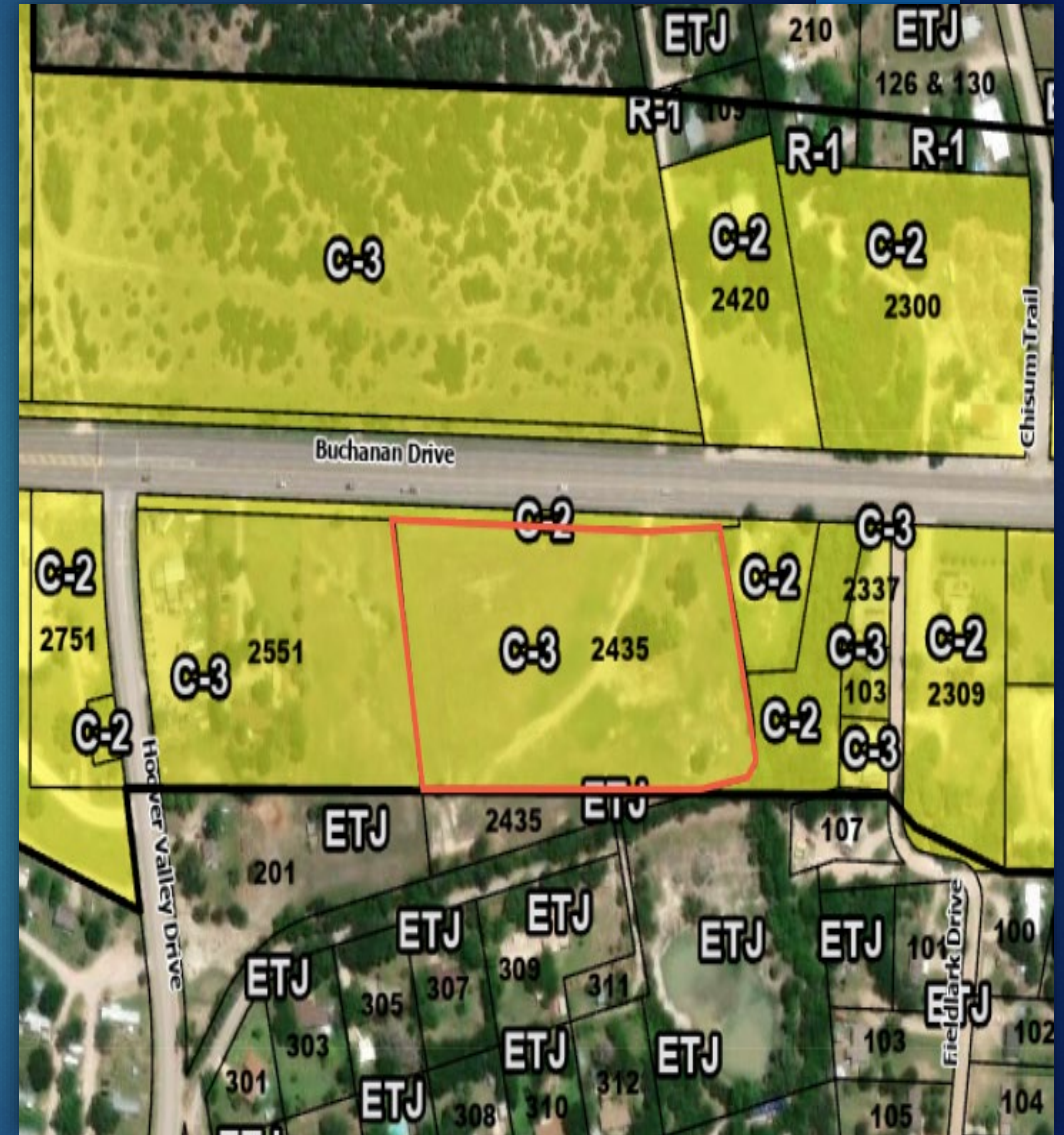
Heavy Commercial – District
“C-3”



Requested Zoning:

Conditional Use Permit to allow an
“Storage Warehouse” in Heavy
Commercial – District “C-3”

City of Burnet’s Code of Ordinances, Sec. 118-48 Mini
Storage Warehouse is an allowable use in a Light
Industrial – District “I-1” zoning





▶ **Conditional Use Permit Criteria Considerations:**

- ▶ Appearance, size, density and operating characteristics are compatible with surrounding neighborhood and uses;
- ▶ Proposed use will not adversely affect value of surrounding properties nor impede their proper development;
- ▶ Proposed use will not create a nuisance factor nor otherwise interfere with a neighbor's enjoyment of property or operation of business;
- ▶ Traffic generated on existing streets will not create nor add significantly to congestion, safety hazards, or parking problems, and will not disturb peace and quiet of neighborhood;
- ▶ Comply with other applicable ordinances and regulations.

► **Staff Analysis of Code Criterion:**

- This property is in area that is mostly undeveloped. When looking at the existing development further east of this area, there are existing storage units in proximity; therefore, this use could be considered as compatible for surrounding uses.
- As previously noted, most surrounding properties are undeveloped and, when considering some of the developed areas, they are of similar nature. Staff does not feel this use would adversely affect the value of surrounding properties.
- The proposed use should not create a nuisance nor interfere with neighboring properties enjoyment.
- This property abuts the highway; the traffic generated by this use should not create nor add significantly to the existing traffic patterns.



P&Z Report

- ▶ Planning and Zoning did recommend approval of the request for Conditional Use Permit

Staff recommends approval of Ordinance 2023-43

- ▶ There has been no changes since the first reading



Administration

ITEM 4.6

Adrienne Feild
Admin Services/Airport Manager
512.715.3214
afeild@cityofburnet.com

Action

Meeting Date: September 26, 2023

Agenda Item: Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AWARDING STATEMENT OF PROPOSALS (RFP2023-009) FOR ADMINISTRATION/PROJECT DELIVERY SERVICE PROVIDER TO COMPLETE APPLICATION AND PROJECT IMPLEMENTATION FOR THE TEXAS DEPARTMENT OF EMERGENCY MANAGEMENT ("TDEM") 2023 SEVERE WINTER STORM, DR-4705 GRANT PROGRAM: A. Feild

Background: At the September 12, 2023 Council meeting council passed Resolution R2023-70, and appointed three committee members. Those council members were Philip Thurman, Tres Clinton, and Mayor Gary Wideman. Staff also appointed Eric Belaj, City Engineer to Committee.

Three(3) bids were received for RFP2023-009 from the following agencies:

- **Broaddus & Associates**
- **GrantWorks, Inc.**
- **Langford Community Management Services**

Information: The committee reviewed and scored all proposals received and recommends award for the administration/project delivery service provider to Langford Community Management Services.

Fiscal Impact The fiscal impact is contingent upon award of grant.

It should be noted if the funding were to be awarded selected projects will receive 75% federal cost share of the total project cost approved by FEMA, and the City of Burnet would be responsible for the remaining 25%, and is responsible for all non-reimbursable costs and 100% of any overruns. Moreover, Council shall be asked to act on the committee's recommendations by separate resolutions; and the actual financial impact of the city's participation in the Program will be more discernable at that time.

Recommendation: Approve and adopt Resolution R2023-71 as presented.

RESOLUTION NO. R2023-71

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS
AWARDING STATEMENT OF PROPOSALS (RFP2023-009) FOR
ADMINISTRATION/PROJECT DELIVERY SERVICE PROVIDER TO
COMPLETE APPLICATION AND PROJECT IMPLEMENTATION FOR THE
TEXAS DEPARTMENT OF EMERGENCY MANAGEMENT (“TDEM”) 2023
SEVERE WINTER STORM, DR-4705 GRANT PROGRAM.**

Whereas, the TDEM 2023 Severe Winter Storm, DR-4705 Grant Program contract requires implementation by professionals experienced in federally-funded FEMA Hazard Mitigation Grant projects; and

Whereas, in order to identify qualified and responsive providers for these services a Request for Proposals (RFP) process for administration services has been completed in accordance with TDEM requirements; and

WHEREAS, Three proposals were received by the due date have been reviewed to determine the most qualified and responsive providers for grant administrative professional services;

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

Section one. Award. That Langford Community Management Services be awarded a contract to provide Texas Department of Emergency Management (“TDEM”) application and project-related professional grant administrative services for the TDEM 2023 Severe Winter Storm, DR-4705 Grant Program Project.

Section two. Findings. That any and all contracts or commitments made with the above-named services providers are dependent on the successful negotiation of a contract with the service provider;

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 this the 26th day of September, 2023.

CITY OF BURNET, TEXAS

ATTEST:

Gary Wideman, Mayor

Kelly Dix, City Secretary

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AWARDED STATEMENT OF PROPOSALS (RFP2023-009) FOR ADMINISTRATION/PROJECT DELIVERY SERVICE PROVIDER TO COMPLETE APPLICATION AND PROJECT IMPLEMENTATION FOR THE TEXAS DEPARTMENT OF EMERGENCY MANAGEMENT (“TDEM”) 2023 SEVERE WINTER STORM, DR-4705 GRANT PROGRAM.

ADRIENNE FEILD, ADMINISTRATIVE SERVICES/AIRPORT MANAGER

TDEM 2023 SEVERE WINTER STORM, DR-4705 GRANT PROGRAM FUND COMMITTEE

MEMBERSHIP

Committee shall consist of no more than three members of City Council

CHARGE

Evaluate and make recommendations relating to the RFP/RFQ selection process.

Work with staff, grant administrator, and engineering firm to evaluate and make recommendations to Council on Program eligible projects.

TERM

Term will expire upon the award or denial of the grant under the Program.

CAPACITY

Advisory capacity and no recommendation made by the committee shall be binding on the Council.

**TEXAS DEPARTMENT OF
EMERGENCY
MANAGEMENT
("TDEM") 2023 SEVERE
WINTER STORM, DR-
4705 GRANT PROGRAM**

RFP 2023-009

ADMINISTRATION/PROJECT DELIVERY SERVICE PROVIDER TO COMPLETE APPLICATION AND PROJECT IMPLEMENTATION FOR THE TEXAS DEPARTMENT OF EMERGENCY MANAGEMENT ("TDEM") 2023 SEVERE WINTER STORM, DR-4705 GRANT PROGRAM

Three(3) proposals were received for RFP2023-009 from the following agencies:

- Broaddus & Associates
- GrantWorks, Inc.
- Langford Community Management Services



The committee reviewed and scored all proposals received and recommends award for the administration/project delivery service provider to Langford Community Management Services.

TDEM 2023 SEVERE WINTER STORM, DR-4705 GRANT

TIMELINE



QUESTIONS/COMMENTS





Administration

ITEM 4.7

Adrienne Feild
Admin Services/Airport Manager
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Agenda Item Brief

Meeting Date: September 26, 2023

Agenda Item: Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AWARDED STATEMENT OF QUALIFICATIONS (RFQ2023-004) FOR PROFESSIONAL SERVICE (ENGINEERING) TO COMPLETE PROJECT IMPLEMENTATION FOR THE TEXAS DEPARTMENT OF EMERGENCY MANAGEMENT ("TDEM") 2023 SEVERE WINTER STORM, DR-4705 GRANT PROGRAM: A. Feild

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Background: At the September 12, 2023 Council meeting council passed Resolution R2023-70, and appointed three committee members. Those council members were Philip Thurman, Tres Clinton, and Mayor Gary Wideman. Staff also appointed Eric Belaj, City Engineer to Committee.

One(1) bid was received for RFQ2023-004 from the following agency:

- **Goodwin-Lasiter-Strong, Inc.**

Information: The committee reviewed and scored all bids received and recommends award for the Engineering services to Goodwin-Lasiter-Strong, Inc.

Fiscal Impact The fiscal impact is contingent upon award of grant

It should be noted if the funding were to be awarded selected projects will receive 75% federal cost share of the total project cost approved by FEMA, and the City of Burnet would be responsible for the remaining 25%, and is responsible for all non-reimbursable costs and 100% of any overruns. Moreover, Council shall be asked to act on the committee's recommendations by separate resolutions; and the actual financial impact of the city's participation in the Program will be more discernable at that time.

Recommendation: Approve and adopt Resolution R2023-72 as presented.

RESOLUTION NO. R2023-72

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS
AWARDING STATEMENT OF QUALIFICATIONS (RFQ2023-004) FOR
PROFESSIONAL SERVICE (ENGINEERING) TO COMPLETE PROJECT
IMPLEMENTATION FOR THE TEXAS DEPARTMENT OF EMERGENCY
MANAGEMENT (“TDEM”) 2023 SEVERE WINTER STORM, DR-4705 GRANT
PROGRAM.**

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Whereas, the TDEM 2023 Severe Winter Storm, DR-4705 Grant Program contract requires implementation by professionals experienced in federally-funded FEMA Hazard Mitigation Grant projects; and

Whereas, in order to identify qualified and responsive providers for these services a Request for Qualifications (RFQ) process for engineering services and has been completed in accordance with TDEM requirements; and

WHEREAS, One(1) statement of qualifications were received by the due date have been reviewed to determine to be the most qualified and responsive providers for each professional service;

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

Section one. Award. That Goodwin-Lasiter-Strong, Inc be awarded a contract to provide Texas Department of Emergency Management (“TDEM”) application and project-related professional engineering services for the TDEM 2023 Severe Winter Storm, DR-4705 Grant Program Project.

Section two. Findings. That any and all contracts or commitments made with the above-named services providers are dependent on the successful negotiation of a contract with the service provider.

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 this the 26th day of September, 2023.

CITY OF BURNET, TEXAS

ATTEST:

Gary Wideman, Mayor

Kelly Dix, City Secretary

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AWARDED STATEMENT OF QUALIFICATIONS (RFQ 2023-004) FOR PROFESSIONAL SERVICE (ENGINEERING) TO COMPLETE PROJECT IMPLEMENTATION FOR THE CITY OF BURNET'S TEXAS DEPARTMENT OF EMERGENCY MANAGEMENT ("TDEM") 2023 SEVERE WINTER STORM, DR-4705 GRANT PROGRAM.

ADRIENNE FEILD, ADMINISTRATIVE SERVICES/AIRPORT MANAGER

TDEM 2023 SEVERE WINTER STORM, DR-4705 GRANT PROGRAM FUND COMMITTEE

MEMBERSHIP

Committee shall consist of no more than three members of City Council

CHARGE

Evaluate and make recommendations relating to the RFP/RFQ selection process.
Work with staff, grant administrator, and engineering firm to evaluate and make recommendations to Council on Program eligible projects.

TERM

Term will expire upon the award or denial of the grant under the Program.

CAPACITY

Advisory capacity and no recommendation made by the committee shall be binding on the Council.

**TEXAS DEPARTMENT OF
EMERGENCY
MANAGEMENT
("TDEM") 2023 SEVERE
WINTER STORM, DR-
4705 GRANT PROGRAM**

RFQ 2023-004

PROFESSIONAL SERVICE (ENGINEERING) TO COMPLETE PROJECT IMPLEMENTATION FOR THE CITY OF BURNET'S TEXAS DEPARTMENT OF EMERGENCY MANAGEMENT ("TDEM") 2023 SEVERE WINTER STORM, DR-4705 GRANT PROGRAM

One(1) bid was received for RFQ2023-004 from the following agency:

- Goodwin-Lasiter-Strong, Inc



The committee reviewed the bid received
and recommends award for the
Engineering services to Goodwin-Lasiter-
Strong, Inc.

TDEM 2023 SEVERE WINTER STORM, DR-4705 GRANT

TIMELINE



QUESTIONS/COMMENTS

