

RESOLUTION NO. R2023-80

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACTS TO PROVIDE SINGLE CONNECTION WATER SERVICES FOR ONE HOUSEHOLD LOCATED IN THE EXTRATERRITORIAL JURISDICTION

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

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

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

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

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

Section one. Approved. The Water Service Utility Agreement, attachment hereto, is hereby approved.


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

Section 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. This Ordinance shall be effective upon the date of final adoption hereof and publication as required by law.


PASSED AND APPROVED this the 14th day of November 2023

CITY OF BURNET, TEXAS

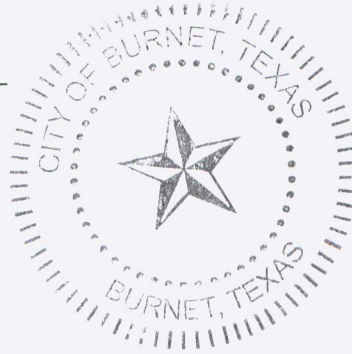


Gary Wideman, Mayor

ATTEST:



Kelly Dix, City Secretary



WATER UTILITY SERVICE AGREEMENT

THIS AGREEMENT is made and entered into, as of the date stated below, by and between the City of Burnet, a Texas home rule municipality, (hereinafter called "City") and Lance Shay Brinkley and Robin Ellen Brinkley, Co-Trustees of The Brinkley Management Trust, (hereinafter called "Customer").

WITNESSETH:

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

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

WHEREAS, in response to the service request City's council of government approved Resolution No. 2023-80 authorizing the city manager to enter into a water service agreement with Customer provide such agreement contain the terms that follow:

- (i) the agreement shall allow one standard tap for the Property (3/4" or 1" meter); and
- (ii) the service applicant shall pay all connection fees and a capital recovery fee equivalent to the community impact fees required for the connection; and
- (iii) the out of city water service rate shall apply; and
- (iv) the agreement shall provide for a waiver of claims against city for any damage sustained due to high water pressure.

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

Part A. Establishment of Service.

- (1) The obligation of City to provide the Services is conditioned upon present rules, regulations and statutes of the United States of America, the State of Texas, Burnet County, the Lower Colorado River Authority; and the City of Burnet, as same may be amended from time to time. Customer acknowledges that if the rules, regulations, and statutes of the said entities that are in effect upon the execution date of this Agreement are repealed, revised, or amended to such an extent that City becomes incapable of, or prevented from, providing the Services, then no liability of any nature is to be imposed upon City as a result of City's compliance with such legal or regulatory mandates, including, but not limited to the Lower Colorado River Authority's water conservation rules.

- (2) Customer shall provide, at no cost to City, necessary easements on the Property as required for City Utility System to serve the Property. The Customer's mortgagee shall execute any and all necessary documents as may be necessary to accomplish same, and Customer shall be responsible for obtaining such execution by its mortgagee.
- (3) Customer shall bear the entire cost of both extending City's Utility System to the Property and for the construction of any necessary water infrastructure within the Property.
- (4) City shall provide one standard tap and one ¾" or 1" meter under this Agreement.
- (5) Prior to connection of service Customer shall make payment in full. For existing tap, customer shall pay the amount of the connection fee and Capital Recover fee; for new tap, the amount of \$4,193.75 as itemized in **Exhibit "B"**.
- (6) Customer shall be billed monthly for service and shall pay the "outside of city limits" rate as prescribed in City Code Chapter 110 Article II, as same may be amended from time to time.

Part B. Delivery of Service.

- (1) Water will be delivered to Customer at the point of delivery as determined by City. Although City will consult with Customer as to the most mutually beneficial point of delivery, final determination shall be at the sole discretion of City.
- (2) City does not guarantee any minimum or maximum water pressure. Customer shall be solely responsible for the regulation of water pressure and assumes any and all liability as a result of insufficient or excess pressure, including any damages that results from such pressures.
- (3) CUSTOMER ACKNOWLEDGES THAT THE POINT OF DELIVERY SHALL BE FROM A HIGH-PRESSURE TRANSMISSION LINE AND AGREES THAT CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL DAMAGES CAUSED BY HIGH WATER PRESSURE TO ITS SYSTEM OR TO ANY PERSONAL OR REAL PROPERTY OR ALL INJURIES CAUSED TO ANY PERSON; AND CUSTOMER AGREES TO TAKE ALL NECESSARY STEPS TO REDUCE WATER PRESSURE AFTER THE POINT OF DELIVERY TO ELIMINATE THE POTENTIAL FOR SUCH DAMAGE.
- (4) The quality of water to be supplied and delivered by the City at the Point

of Delivery shall meet the quality criteria prescribed by federal or state law for public water supply and specifically satisfy the TCEQ Drinking Water Standards Governing Drinking Water Quality and Reporting Requirements for Public Water Systems, 30 Tex. Admin. Code Chapter 290, Subchapter F, as currently in effect or as may be amended or superseded from time to time. Purchaser has satisfied itself that such Water is suitable for its needs.

- (5) Delivery, volume, and pressure of potable water to Customer under this Agreement is subject to and limited by the City's available water supply and water system treatment and transportation capabilities. The City shall have the right to curtail or ration service to Customer in times of high system demand, or temporary in the same manner and to the same extent that the City imposes such curtailment or water rationing on other out of city customers of the City; and to curtail water service in the event of a required maintenance operation, replacement of capital facilities, or emergency for a reasonable period necessary to complete such maintenance operations or capital replacement, effect emergency repairs, Forced Outage, Planned Outage or otherwise respond to emergency conditions.

C. General Provisions.

- (1) This Agreement shall expire and be of no further force or effect on or after 11:59 p.m. on December 31, 2034.
- (2) Notwithstanding the foregoing, this Agreement shall be void, and of no further effect, should customer fail to pay all monetary amounts due hereunder within thirty (30) days of execution of this Agreement; moreover, the City may suspend or terminate services provided pursuant to this agreement should customer fail to comply with any requirement of this Agreement, or otherwise imperil public health and safety, by unsafe or wasteful use of water provided pursuant hereunder.
- (3) Customer may not assign or transfer this Agreement or the benefits provided herein.
- (4) Water service provided under this Agreement may only be used at the Property to serve the domestic needs of Customer.
- (5) TO THE EXTENT ALLOWED BY LAW AND TEXAS CONSTITUTION, THE CUSTOMER FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS SUCCESSOR AND ASSIGNS FROM THE ANY AND ALL CLAIMS OF THIRD PARTIES ARISING OUT OF: (1) ANY DAMAGE TO PROPERTY OR PERSONS CAUSED BY HIGH WATER PRESSURE; AND (2) ANY WORK PERFORMED BY

CUSTOMER (OR ITS EMPLOYEES OR CONTRACTORS) DURING THE DESIGN AND CONSTRUCTION OF INFRASTRUCTURE UP TO THE TIME OF ACCEPTANCE BY CITY .

- (6) Any notice, request, demand, report, certificate or other instrument which may be required or permitted to be furnished to or served upon the parties shall be deemed sufficiently given or furnished or served, if in writing, and deposited in the United States mail, registered or certified, return receipt requested, addressed to such party at the address set forth below:

IF TO CITY: CITY OF BURNET
% CITY MANAGER
PO BOX 1369
1001 BUCHANAN DRIVE, SUITE 4
BURNET, TEXAS 78611

IF TO CUSTOMER: LANCE SHAY BRINKLEY AND ROBIN ELLEN BRINKLEY
875 STEFFEY LANE
BURNET, TX 78611

- (7) If for any reason any one or more paragraphs of this Agreement are held legally invalid, such judgment shall not prejudice, affect impair or invalidate the remaining paragraphs of the Agreement as a whole, but shall be confined to the specific sections, clauses, or paragraphs of this contract held legally invalid.
- (8) The Effective Date of this Agreement shall be the date signed by the authorized representative of City.
- (9) By signing this Agreement, the Customer represents and warrants that it is the legal title and ownership to the Property.

ACCEPTED AND AGREED TO IN ALL THINGS:

CITY

CITY OF BURNET

By:


David Vaughn, City Manager

Date:

11/22/23
(Effective Date)

CUSTOMER

LANCE SHAY BRINKLEY

Lance Shay Brinkley

Date: 11/21/2023

ROBIN ELLEN BRINKLEY

Robin Ellen Brinkley

Date: 11/21/2023

Exhibits "A" and "B" attached.

Exhibit B

CR 116 B



ACCOUNT TO CHARGE

DATE

11/6/2023

PROJECT

CR 116 B

PREPARED BY:

JT

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	16 X 1 TAP SADDLE	\$273.93	\$273.93
1	1" CORP STOP	\$105.34	\$105.34
25	1" POLY	\$0.70	\$17.50
1	1" CTS X ML ANGLE STOP	\$55.51	\$55.51
1	Single Meter Box	\$41.85	\$41.85
8	Hourly Technician	\$28.60	\$228.80
8	Hourly Technician	\$28.60	\$228.80
8	Hourly Crew Leader	\$31.25	\$250.00
1	8 Hour Service Truck	\$100.00	\$100.00
1	8 Hour Backhoe	\$270.00	\$270.00
1	8 Hour Dump Truck	\$320.00	\$320.00
6	Yards Sand	\$11.00	\$66.00
1	Connection Fee	\$425.00	\$425.00
1	Capital Recovery Free for 1 inch meter	\$1,811.02	\$1,811.02
			\$0.00
			\$0.00
		SUBTOTAL	\$4,193.75
THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:		OTHER	
Enter conditions here		TOTAL	\$4,193.75

Handwritten initials: CRB
Handwritten initials: JT