

# CITY OF BURTON

## COUNCIL MEETING MINUTES

A Regular Meeting of the Burton City Council at 5:30 p.m. was held on  
TUESDAY, JANUARY 14, 2025, in the Burton City Hall  
at 12200 E. Mulberry Street Spur 125, Burton, Texas.

### Members Present:

Mayor Karen Buck

Councilmember Jeff Eckhardt

Councilmember Macey Tidwell

Councilmember Tommie Gilmon

Councilmember Paul McLaughlin

Councilmember Nathan Kalkhake

### Members Absent:

**Others Present:** City Secretary Angela Harrington, Utility Clerk Rachel Belvin, Bradley Loehr of BEFCO Engineering, and Attorney Bridgette Begel of Olson & Olson.

**Citizens Present:** Sarah Forsythe (Banner Press), Josh Blaschke (KWHI), Chuck & Debra Johnson, Tiffany Eckhardt, Susan Kiel, Susie Tommaney, and David Zajicek.

**Mayor Karen Buck called the meeting to order at 5:30 pm. A quorum was established and all in attendance were led in the Pledge of Allegiance.**

### Public Hearing Regarding the Proposed Subdivision Ordinance

1. Tiffany Eckhardt told Council that she feels that the peoples voice is not being heard regarding this ordinance. She also believes that a Current Comprehensive Plan should be completed instead of this ordinance.

2. Susan Kiel spoke regarding her belief that it makes far more sense for there to be language that excepts the lots and properties that are essentially grandfathered in with the existing town plat and that there needs to be clarification in the ordinance stating that the ordinance only applies to new development. She further explained that Brenham has a good example of that wording in their Subdivision Ordinance.

3. Susan Tommaney expressed her view that the City should default to the Washington County set standards.

### Citizen Presentations

1. Tiffany told Council of the success of the Small Business in Small Towns Seminar that Susan Kiel, the Burton Chamber and Flown the Coop sponsored. She reported that around 50 people attended.

2. Susan Kiel asked if everyone has seen the new wayfinding signs in town. She expressed her gratitude for Steph Jarvis's work on that and encouraged those in attendance to let Steph know how much she is appreciated.

### CONSENT AGENDA

- (1) Minutes of the December 10, 2024 Regular Meeting
- (2) Financial Reports-Revenue & Expenditures
- (3) Mayor's Report – Attached
- (4) City Secretary's Report – Attached
- (5) Utility Report – Attached

A motion was made by Councilmember McLaughlin and seconded by Councilmember Kalkhake to **ACCEPT** the consent agenda.

FOR: Eckhardt, Gilmon, Tidwell

AGAINST: None

The motion passed.

**DISCUSSION, CONSIDERATION AND/OR ACTION TO APPROVE, ACCEPT, DENY, REMOVE OR TABLE ON:**

**1. A Hoffman Dozer Services Contract Change Order Allowing for Additional Work to be Completed on S. Railroad, S. Main and S. Brazos with Available 2021-2022 TDA CDV21-0440 Funds**

BEFCO Engineer, Bradley Loehr, spoke to Council regarding several small projects that can be submitted for completion with the TDA CDV21-0440 left over funds used for the water line replacement project. The additional items will not exceed the grant funds available and approval will need to be received from TDA in order to move forward. A motion was made by Councilmember Kalkhake and seconded by Councilmember Eckhardt to **APPROVE**.

FOR: Gilmon, McLaughlin, Tidwell

AGAINST: None

The motion passed.

**2. Resolution 20250114R Agreeing to Allow Encroachment upon City Street Right-of-Ways at 12400 E. Texas St.**

Susan Kiel and the City Secretary explained that the original Resolution as passed by council in 2014 was not able to be found so this one is on file for the future owners of 12400 E. Texas St. A motion was made by Councilmember Tidwell and seconded by Councilmember Gilmon to **APPROVE**.

FOR: Eckhardt, Kalkhake, McLaughlin

AGAINST: None

The motion passed.

**3. Adopting Ordinance 20250114 Providing Rules and Regulations Governing the Subdivision of Land and Plats Within the City**

For the last 6 months City Hall has attempted to build an acceptable Subdivision Ordinance in workshops and meetings with significant resistance. This ordinance was put before council prior to the sale of a few larger pieces of property in town in hopes of created rules and regulations to protect the city's utility infrastructure and to encourage healthy development. A Public Hearing was held at the beginning of this meeting. A motion was made by Councilmember Kalkhake and seconded by Councilmember Tidwell to **APPROVE**.

FOR: Kalkhake, Tidwell

AGAINST: Eckhardt, Gilmon, McLaughlin

The motion failed.

**4. Approval of a Subdivision Fee Schedule for Subdivision and Land Division when Required**

Due to the failure of Item #3, A motion was made by Councilmember Eckhardt and seconded by Councilmember McLaughlin to **REMOVE** this item from the agenda.

FOR: Gilmon, Kalkhake, Tidwell

AGAINST: None

The motion passed.

**5. Approve the Renewal of an Interlocal Agreement Between the City and Washington County for Regulation of Subdivision Standards within the ETJ of the City of Burton**

The City Secretary and Mayor explained that past councils, according to meeting minutes and the Washington County Subdivision Ordinance, had enacted an agreement with the County regarding development within the city's extraterritorial jurisdiction. This item renews that interlocal agreement. A motion was made by Councilmember Eckhardt and seconded by Councilmember McLaughlin to **APPROVE**.

FOR: Gilmon, Kalkhake, Tidwell

AGAINST: None

The motion passed.

**6. New HDU Services, LLC Maintenance Contract for Water and Wastewater Systems**

A motion was made by Councilmember McLaughlin and seconded by Councilmember Kalkhake to **APPROVE**.

FOR: Eckhardt, Gilmon, Tidwell

AGAINST: None

The motion passed.

**7. Approving Building Plans (~2000 Sq. Ft.) for the Burton Veterinary Clinic to be located at 210 S. Railroad St.**

Plans as submitted by Brooke Mueller were shown to council. A motion was made by Councilmember Kalkhake and seconded by Councilmember McLaughlin to **APPROVE**.

FOR: Eckhardt, Gilmon, Tidwell

AGAINST: None

The motion passed.

**8. A Rental Agreement with UBEO Regarding Rental of a Ricoh IM C2510 for \$120 Monthly with Maintenance and Supplies Included**

The City Secretary told council of the expense of over \$1000 in toner, parts & service within the last 6 months on the current copier that is no longer under contract. She also presented an agreement with Ubeo for rental of a Ricoh copier for monthly payments of \$120. A motion was made by Councilmember McLaughlin and seconded by Councilmember Tidwell to **APPROVE**.

FOR: Gilmon, Eckhardt, Kalkhake

AGAINST: None

The motion passed.

**9. Adoption of a Franchise Fee Ordinance Establishing Terms and Conditions Under Which Utilities and Like Service Providers May Use Public-Right-of-Way and Other Public Property Within the City**

A motion was made by Councilmember Eckhardt and seconded by Councilmember Gilmon to **ADOPT**.

FOR: Kalkhake, McLaughlin, Tidwell

AGAINST: None

The motion passed.

**10. Amended Budgets for Fiscal Year 2024-2025 Reflecting Actual Income and Expenses for the Third Quarter of the 2024-2025 Fiscal Year**

A motion was made by Councilmember Kalkhake and seconded by Councilmember Gilmon to **APPROVE**.

FOR: Eckhardt, McLaughlin, Tidwell

AGAINST: None

The motion passed.

**The Meeting was adjourned at 6:50 pm.**

FOR: Eckhardt, Gilmon, Kalkhake, McLaughlin, Tidwell

AGAINST: None

*Karen Buck*

\_\_\_\_\_  
Mayor Karen Buck

ATTEST:

*Angela Harrington*

\_\_\_\_\_  
City Secretary Angela Harrington



# CHART OF ACCOUNTS

AS OF

12/31/2024

## OPERATING ACCOUNTS

GENERAL FUND	\$82,394.85
UTILITY FUND	\$44,158.95
SAVINGS ACCOUNT	\$197,724.51
BOCC	\$398.92
WATER REPAIR FUND	\$0.00 CLOSED
<hr/>	
SAVINGS CD	\$43,122.59
WATER REPAIR CD	\$23,717.43
W&S DEPOSITS CD	\$27,065.65
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<b>TOTAL CASH ON HAND</b>	<b>\$418,582.90</b>

## SPECIFIC USE ACCOUNTS

CLFRF FUND	\$0.00 CLOSED
INTEREST & SINKING FUND	\$201,801.16
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<b>TOTAL SPECIFIC USE FUNDS</b>	<b>\$201,801.16</b>

SEIZED MONEY FUND \$4,949.61

**Mayor's Report**  
**January 2, 2025**

**Activities for the month of December 2024 included...**

\*Monthly GLO Teams Meeting re: Water Well #5

\*Updating Washington County Emergency Management with Q1 events/festivals in city of Burton.

\*RE: MS150 Leap Ahead Scheduling Conflict with both Texas Cotton Gin Museum & Burton ISD. Date – April 26/27. I met with representatives of Sons of the American Legion to ask if they and the American Legion Hall could host the Leap Ahead Site for the MS150. Have put Ronnie Hohlt (SAL) and Gary Metcalf (MS150) in contact with each other for planning to continue.

\*Compiled information for the December 2024/Year in Review for city residents.

\*At the invitation of County Officials, participated in the Lighted Christmas Parade in Brenham.

\*Compiled information about Water Well history/facts for Council.

\*Attended a Zoom hosted by TDEM (Texas Division of Emergency Management) regarding mitigation funding opportunities. This was a last minute effort by TDEM to get cities/entities to apply for funding. Very, very short turnaround time. Passed on this because we already have many other projects going.

\*Continue to work with On Call Engineer Bradley and City Secretary Angela on the subdivision ordinance.

\*Continue to work with City Attorney Bridgette on the water issues in the ETJ.

\*Met with Dustin, Angela, Rachel regarding water issues/updates in town.

\*Registered for a City Hall Essentials workshop “Code Enforcement from A to Z”. Webinar will be on January 15.

\*Registered for a Local Government Seminar hosted by Olson & Olson, the city's legal firm. Event is on January 30, 2025. City Secretary Angela sent email invitation to all council members for them to attend as well. Event is free.

\*Set up a meeting with Brenham's Fire Marshall Lovings to visit about city's fire ordinance/informational needs.

**Total number of volunteer hours in December – 49.25 hours**

# Secretary's Report

JANUARY 14, 2025

- The January Meeting Packet
- I'd like to address the Notice of Intent to Issue Certificates of Obligation:
  - The City currently has Obligations that were set in place in 2016. The balance on that debt is approx. \$245,000. After the next payment that is to be made in March 2025, the balance will be \$205,000. This debt will be paid off in September of 2027.
  - The Notice of Intent to Issue 2025 Certificates of Obligation that was published in December is for the cost of Water Well #5 minus the General Land Office grant of \$593, 800. The overlap of the two commitments will be approximately 2 years. At this time, it does not look like a Property Tax Bond Election will be needed specifically to pay for the new obligation. Some city Savings and Maintenance and Operations money's may need to be used to cover the overlap of payments.
  - Since I have been with the City, Council has adopted either the "No New Revenue" rate or the "Voter Approval" rate. The No New Revenue rate is set to allow the City to collect the same amount of revenue as the previous year and may decrease or increase according to the appraisal values. The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The tax rate is split into two separate rates: The Interest and Sinking rate (for Debt payment) and the Maintenance and Operations rate (General Fund).
- Property Taxes and Utility Rates are two very different methods of revenue.
- I have attached a Profit & Loss for 3 Quarters of this Fiscal Year. As you can see, two of those quarters ended in the negative with a total DEFICIT or SHORTAGE of this fiscal year to date of over \$45,000 dollars. Unfortunately, in order for the City to be a responsible operator of the utility systems, rates will need to be raised to guarantee the City's continued management of the systems. For the last two years, the utility systems have not supported themselves due to rising prices and the age of the systems. A water and sewer rate study will be completed within the next couple of months.

## JANUARY UTILITY REPORT:

1. Still having trash complaints on missed pick ups and it seems to be the same people each time. Any recommendations on solving this problem with TCW?
2. Commercial dumpster users are on their own now.
3. Getting ready to send out abandoned meter letters to residents who have a water meter but not using it- a new standby fee the city is rolling out. This will free up some of our "connections" to be able to give some out to who want them. Also- let me make this very clear, if you have ANY questions regarding this, please come talk to me, the utility clerk. I would be more than happy to explain why we do not have any meters to give out at the moment. This is not going to be a permanent problem!
4. Water loss is at 7% this month. Which is great compared to what it was last month.



# System Totals Report

City of Burton

<b>Water Pumped This Month</b>	2,141,500 Gallons
<b>Water Sold This Month</b>	1,905,310 Gallons
<b>Water Used for Fire and Flushing Line</b>	75,000 Gallons
<b>Water Loss</b>	161,190 Gallons
<b>Water Loss (%)</b>	7.53 %

	Amount (\$)	# Of Accounts
Total Water	11,855.64	218
Total Sewage	7,312.70	192
Total GARBAGE	4,311.00	202
Total Adjustments	229.55	2
<b>Total Current Charges</b>	<b>23,708.89</b>	<b>229</b>
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Amount Past Due 1-30 Days	4,439.11	46
Amount Past Due 31-60 Days	2,077.54	24
Amount Past Due Over 60 Days	4,900.72	14
Amount Of Overpayments/Prepayments	(1,818.08)	35
<b>Total Receivables</b>	<b>33,308.18</b>	<b>234</b>

Total Receipts On Account	22,161.37	189
Net Change in Deposits	-180.16	1
Amount of All Deposits	23,872.15	225
Amount of All Deposit 2	100.00	2
Turned Off Accounts (Amount Owed)	1,810.84	52
Collection Accounts (Amount Owed)	1,516.08	21
Number Of Unread (Turned On) Meters		5
Average Usage For Active Meters	3,108	235
Average Water Charge For Active Meters	54.38	218

Usage Groups	Gallons	# Of Accounts	Usage Gallons	% Of Usage	% Of Sales
Over 50,000		3	1,131,000	59.36	10.09
40,001-50,000		0	0	0.00	0.00
30,001-40,000		1	30,100	1.58	1.13
20,001-30,000		1	26,300	1.38	0.00
10,001-20,000		15	196,840	10.33	9.22
8,001-10,000		2	16,870	0.89	1.09
6,001-8,000		19	134,120	7.04	9.68
4,001-6,000		25	126,700	6.65	11.01
2,001-4,000		56	163,640	8.59	22.12
1-2,000		88	79,740	4.19	30.95
Zero Usage		25	0	0.00	4.72
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<b>Total Meters</b>		<b>235</b>	<b>1,905,310</b>	<b>100.00</b>	<b>100.00</b>

RESOLUTION NO. 20250114R

RESOLUTION OF THE CITY OF BURTON, TEXAS AGREEING TO ALLOW  
ENCROACHMENT UPON CITY STREET RIGHT-OF-WAY

THE STATE OF TEXAS                   §  
COUNTY OF WASHINGTON           §  
CITY OF BURTON                   §

WHEREAS, the City Council of the City of Burton, Texas (the "City Council") acknowledges an existing structure, more particularly described as a metal/frame building, located on Part of Lot 10, Block 46 of the City of Burton, facing E. Texas Street and abutting N. Brazos Street, and called 12400 E. Texas Street, encroaches upon the City's street right-of-way's of E. Texas Street and N. Brazos Street, as shown on the survey plat dated June 24, 2002, and attached hereto as Exhibit "A"; and

WHEREAS, such encroachments do not conflict with the City's use of the right-of-way's and purposes thereon on this date; and

WHEREAS, the city is agreeable to allow the encroachments to remain upon the City's public right-of-way's;

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

THAT, said encroachments shall be allowed to remain as it exists on the date of this Resolution; and

THAT, the City hereby expressly provides that no additional expansion of such encroachment or additional structures shall be allowed within the street right-of-way hereafter; and

THAT, this acknowledgement of encroachments and agreement shall be granted to the owner, future owners, heirs and assigns of the property upon which the encroachment structures are located; and

THAT, this agreement shall expire and be automatically withdrawn upon the removal of said encroachments without requirement of affirmative action of the City of Burton.

PASSED AND APPROVED THIS 14<sup>th</sup> DAY OF JANUARY 2025.

  
\_\_\_\_\_  
Mayor, Karen Buck

ATTEST:

  
\_\_\_\_\_  
City Secretary, Angela Harrington

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF BURTON AND  
WASHINGTON COUNTY PROVIDING FOR THE REGULATION OF  
SUBDIVISION STANDARDS WITHIN THE EXTRATERRITORIAL  
JURISDICTION (ETJ) OF THE CITY OF BURTON**

**THIS INTERLOCAL AGREEMENT** ("Agreement") is entered into and in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and Chapter 242, Texas Local Government Code, by and between the CITY OF BURTON, TEXAS (the "City"), A Type A General Law City, and the COUNTY OF WASHINGTON, TEXAS (the "County"), also a political subdivision of the State of Texas.

**WHEREAS**, the Interlocal Cooperation Act allows local governments to contract with one another to perform governmental functions such as platting and approval of related permits; and

**WHEREAS**, the City and County mutually desire to be subject to the provisions of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act, specifically § 791.011 regarding contracts to perform governmental functions and services; and

**WHEREAS**, Texas Local Government Code, Chapter 242 requires the City and the County to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction ("ETJ") of the City; and

**WHEREAS**, Texas Local Government Code, Chapter 242 allows the City and the County to apportion the City's ETJ to clarify the areas in which the City and County will regulate subdivision plats and approve related permits and may regulate subdivisions under Chapter 212 of the Texas Local Government Code; and, Chapter 232 of the Texas Local Government Code and other statutes applicable to municipalities and counties; and

**WHEREAS**, immediately upon the effective date of this Agreement, the City and County hereby mutually agree to terminate any previous agreement providing for subdivision regulation by the municipality within the extraterritorial jurisdiction of the municipality giving the City the exclusive authority to regulate Subdivisions in the City's ETJ; and

**WHEREAS**, both the City and the County now desire to apportion jurisdiction to regulate subdivision plats and approve related permits in the City's ETJ, all of which is provided for in the Interlocal Cooperation Act and Chapter 242 of the Texas Local Government Code;

**NOW, THEREFORE**, the City and the County, for the mutual consideration stated herein, agree and understand as follows:

1. *Description of ETJ.* In this Agreement, the City's ETJ is understood to mean the ETJ as defined by Section 42.021 of the Texas Local Government Code, and as shown on the map attached hereto as Exhibit A which is incorporated herein for all purposes.

2. *ETJ/Regulation Area Expansion or Reduction.* As required by Section 242.001(c) of the Local Government Code, the City agrees to notify the County of any expansion or reduction in the City's ETJ. Upon any change to the City's ETJ, the City and County shall amend this Agreement as provided in Section 8 to reflect the change. Any change to Regulation Areas or regulatory authority under this Agreement must be made by amendment in accordance with Section 8.
3. *Application Fees.* Fees collected in conjunction with the filing of plat or permit applications shall be retained fully by the regulating entity.
4. *Plat Amendment.* The entity that approved a final plat within the corresponding regulatory area shall have exclusive authority to approve amended plats in order to make correction or limited changes to previously approved final plats.
5. *Variances.* In consideration of this Agreement, the City and County agree that, if it receives any application or request for variance to a rule or regulation applicable to subdivision of property within the City's ETJ, the party receiving the application/request will give written notice or electronic communication of the application or request to the other party for comment. The notification will be submitted to the City Secretary of the City of Burton and Burton City Council or Washington County Engineering and Development Services.
6. *Entire Agreement.* This Agreement, together with the attached exhibits, expresses the entire agreement between the parties hereto regarding the subject matter herein and there are no oral representations, agreements, or promises pertaining to this Agreement or to any expressly mentioned exhibits not incorporated in writing in this Agreement.
7. *Amendment.* This Agreement may be modified or amended only by an instrument in writing signed by both the County and City.
8. *Approval.* This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.
9. *Consideration.* The County specifically agrees that, because it desires to have the authority to regulate subdivisions within the County Regulation Area, the authority to do so is adequate consideration for the performance of its obligations under this Agreement. The City agrees that, because it desires to relinquish the responsibility of regulating subdivision development within the County Regulation Area, being relieved of this responsibility is adequate consideration for its relinquishing of any statutory right to do so.
10. *Governing Law and Venue.* This Agreement shall be construed in accordance with the laws of the State of Texas and exclusive venue for all purposes hereunder shall be in Washington County, Texas.
11. *Severable.* If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable here from and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision

never comprised a part hereof; and the remaining provisions shall continue in full force and effect.

12. *Liability.* The Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither the City nor the County waives any immunity or defense that would otherwise be available to it against claims by third parties.

13. *Effective Date.* This Agreement shall be effective immediately from and after its approval and execution by the County and the City ("Effective Date").

14. *Term.* The term of this Agreement is for one (1) year from the Effective Date, after which the Agreement will renew automatically for another one (1) year term unless terminated. Either party to this Agreement may terminate the Agreement at the end of any term without cause by notifying the other party in writing not later than forty-five (45) days prior to the end of the term. However, both parties understand and agree that the right to terminate this Agreement does not avoid the statutory duty of the County and City to have a written agreement providing for subdivision regulation within the City's ETJ.

15. *Notices.* Except as provided by Section 6 of this Agreement, all notices sent pursuant to this Agreement shall be in writing and may be hand delivered, or sent by certified mail, postage prepaid, return receipt requested. Notices sent to the City pursuant to this Agreement shall be delivered or sent to the City Manager at the following address:

City Secretary  
City of Burton  
12200 E. Mulberry St. Spur 125  
Burton, Texas 77835

Notices sent to the County pursuant to this Agreement shall be delivered or sent to the County Judge at the following address:

County Judge  
Washington County  
100 East Main Street, Suite 104  
Brenham, Texas 77833

When notices are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by certified mail, notice shall be deemed effective three (3) days after deposit in a U.S. mailbox or at a U.S. post office. Either party may change its address or notice under this Agreement by providing a written notice of the change to all other parties in compliance with this paragraph.

16. *Preamble.* The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby incorporated into this Agreement as if set forth herein at length.

APPROVED BY THE CITY COUNCIL FOR THE CITY OF BURTON, TEXAS, in its meeting held on the 14th day of JANUARY, 2025, and executed by its authorized representative.

CITY OF BURTON, TEXAS

By: Karen Buck  
Karen Buck  
Mayor

ATTEST:

Angela Harrington  
Angela Harrington  
City Secretary

APPROVED BY THE COMMISSIONERS COURT FOR WASHINGTON COUNTY, TEXAS, in its meeting held on the \_\_\_ day of \_\_\_\_\_, 2025, and executed by its authorized representative.

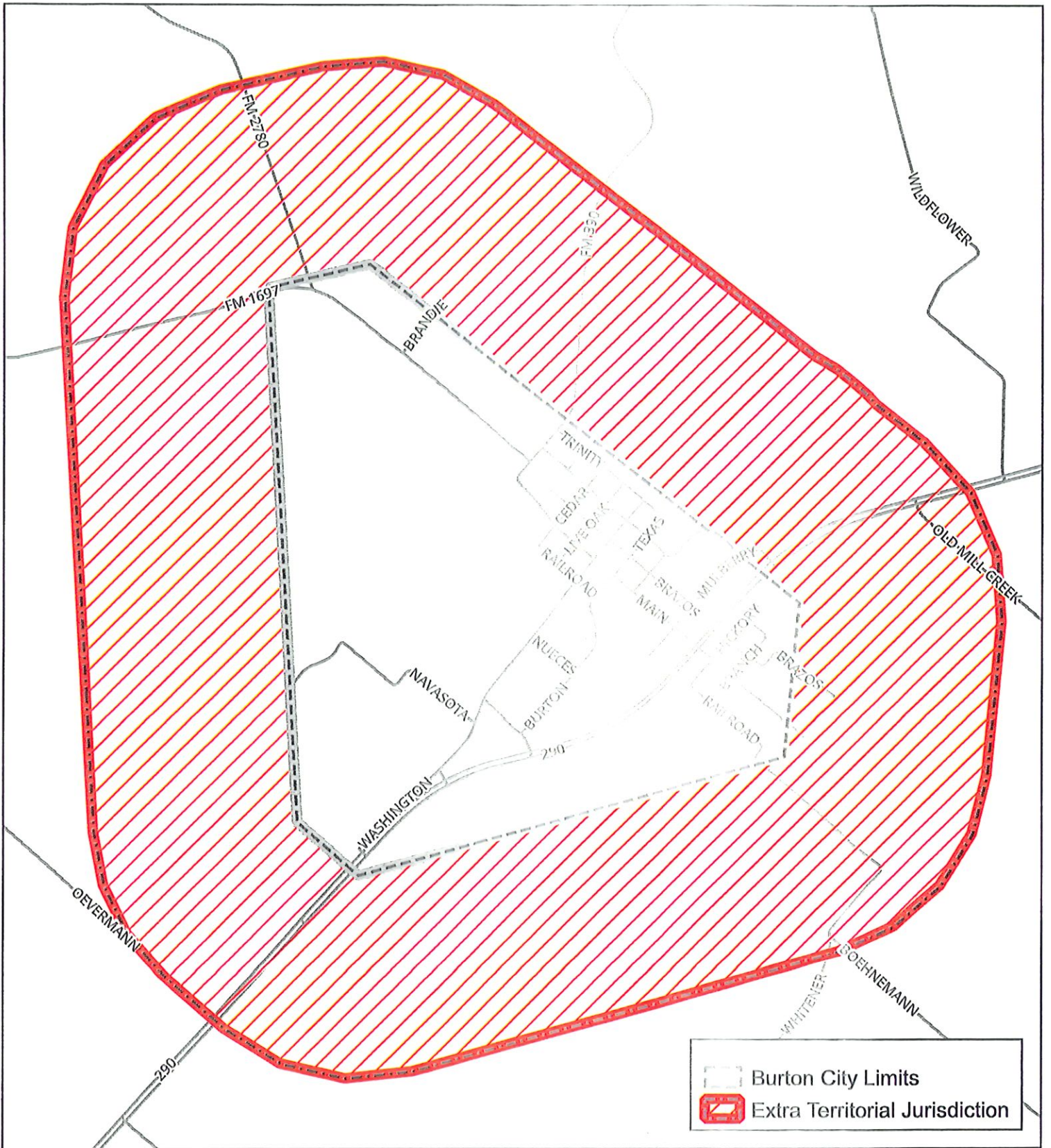
WASHINGTON COUNTY, TEXAS

By: \_\_\_\_\_  
John Durrenberger  
County Judge

ATTEST:

\_\_\_\_\_  
Beth A. Rothermel  
County Clerk





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Exhibit "A"



## **City of Burton**

### **Water/Wastewater Contract**

#### **1.1 GENERAL**

Under the terms of this Contract, HDU Services LLC., shall perform the services as the Contractor/Operator for the City of Burton Ground Water Plant and Wastewater Treatment Plant operations. HDU Services LLC. will be referred to as the "Contractor/Operator" and City of Burton will be referred to as the "City" in this contract (hereinafter the "Contract").

Contractor/Operator is to provide all labor, equipment, and materials required to perform specified services necessary to maintain and operate the City's water/wastewater treatment facilities and distribution systems and perform any required testing for the City. The Contractor/Operator must have at least 5 years of experience in operating water/wastewater treatment facilities and distribution systems. The Contractor/Operator's services for all water/wastewater system maintenance and testing will be completed satisfactorily according to standards set by the Texas Commission on Environmental Quality (hereinafter "TCEQ"). All work shall be performed as set forth in the following specifications.

#### **1.2 QUALIFICATIONS**

The Contractor/Operator must furnish the City of Burton a resume of past work experience for the last five (5) years and five (5) references.

#### **1.3 CERTIFICATES**

The Contractor/Operator will be responsible for ensuring that water/wastewater system maintenance and testing is being performed in accordance with Contract specifications and must maintain TCEQ certified licensed personnel on staff at all times during the duration of this Contract.

Contractor/Operator must have a minimum requirement of a current "C" Ground Water Treatment Certificate and a current class "C" Wastewater Treatment Certificate from the TCEQ. A copy of the required certificates must be furnished to the City of Burton before the contract start date or renewal date.

#### **1.4 FREQUENCY OF SERVICE**

The required frequency of service is five (5) days a week. One day of the five days will be a Saturday or Sunday.

#### **1.5 POINT OF CONTACT REQUIREMENT**

The Contractor/Operator shall maintain and provide to the City a telephone number and a point of contact on a twenty-four (24) hour basis for discussion of thy contractual matters. The Contractor/Operator must be available twenty-four (24) hours a day for any work that might arise in conjunction with contract and to keep the system running safely.

#### **1.6 MINIMUM MANPOWER REQUIREMENTS**

The Contractor/Operator shall provide an adequate number of fully licensed and qualified personnel to perform the specified services properly and efficiently.



## **1.7 QUALITY CONTROL**

The Contractor/Operator is responsible for ensuring that all work performed under this Contract, including that by subcontractors, is in accordance with the specifications. The Contractor/Operator is also responsible for establishing and maintaining an adequate quality control system to satisfactorily inspect and ensure that all work performed by the Contractor/Operator's organizations is in full compliance with this Contract.

## **1.8 BACTERIOLOGICAL TESTING**

Water samples for routine total coliform bacteria tests will be taken on a monthly basis. Samples will be taken in accordance with the City's water sampling plan. All water samples will be taken in state approved receptacles and delivered to a state approved laboratory for testing. Contractor/Operator is responsible for any testing required by the State and will copy the test results or make the test results available to the City within forty-eight (48) hours of receipt of such results.

## **1.9 OTHER SPECIAL TESTING**

Should other special testing be required by local, state, or federal agencies the Contractor/Operator will perform said testing.

## **2.1 VEHICLE**

Contractor/Operator must provide his own vehicle, gas, and expenses. Contractor/Operator must be able to travel for parts in case of emergencies.

## **2.2 SPECIAL EQUIPMENT/WATER LEAKS, METERS, METER READING, CUSTOMER CONTACT, ETC.**

1. The City shall reimburse Contractor/Operator per the Fee Schedule attached hereto for repairs.
2. The City shall perform meter reading, meter rereads, and all customer complaints and contact, except for emergencies. The City Hall shall contract Contractor/Operator concerning any customer complaints to determine the situation and resolution of such situation.
3. The City has the sole right to decide which repairs it will do in-house and which repairs it will assign to and pay Contractor/Operator to perform.

## **2.3 REQUIRED INSURANCE**

Contractor/Operator acknowledges Contractor/Operator's obligation to obtain appropriate insurance coverage for the benefit of Contractor/Operator's employee, if any, Contractor/Operator waives the right to recovery from the City for any injuries that Contractor/Operator and/or Contractor/Operator's employees may sustain while performing services under this Contract.

Prior to commencement of work, the Contractor/Operator shall furnish the original of his insurance certificate directly to the City. The Contractor/Operator shall maintain, during the entire period of his performance under this contract, the following minimum insurance requirements:

- A. Comprehensive General Liability Insurance for bodily injury in the minimum limits of \$1,000,000 per occurrence with \$2,000,000 aggregate. No property damage liability is required.
- B. Comprehensive Automobile Liability Insurance covering the operation of all automobiles used in connection with the performance of the contract in the minimum limits of \$500,000 per accident for bodily injury and \$50,000 per accident for property damage.

- C. Worker's Comprehensive Coverage
- D. An endorsement to the affect that any cancellation or material change adversely affecting the City's interest shall not be effective until thirty (30) days after the insurer give written notice to the City.
- E. Failure to maintain insurance in the above stated amounts for the entire period of the contract may be the cause for default of this contract.

### **3.1 WATER SYSTEM MAINTENANCE**

Contractor/Operator shall provide all labor for the following maintenance operations:

1. Take and submit all water samples as required, including Lead and Copper Testing
2. Monitoring of water plant on a daily basis (5 days a week)
3. Recording (read) Master meters
4. Complete all monthly reports and submitting them to the City Utility Manager
5. Repair all water leaks as requested by the city
6. Install water meters and water meter boxes – Only if Requested by the City
7. Replacement of water meters as required – Only if Requested by the City
8. Plumbing repairs at water plant
9. Flushing fire hydrants as required
10. Inside and outside inspection of ground storage tank – to be Coordinated with the City
11. Oversee inspections by state and/or local agencies
12. Make arrangements to ensure water system is operating safely and in compliance with State requirements
13. Monthly flushing of dead-end water lines.

Rate for monthly water system maintenance: **\$1400.00**

### **4.1 WASTEWATER SYSTEM MAINTENANCE**

Contractor/Operator shall provide all labor for the following maintenance operations:

1. Monitoring and complete all reports associated with the sanitary sewage system
2. Monitor City lift stations daily (5 days a week)
3. Monitor wastewater treatment plant daily (5 days a week)
4. Recording of flow of wastewater treatment on a daily basis
5. Daily monitoring of race track, clarifier, and rotors
6. Daily chemical tests
7. Pull and de-rag sewer lift pumps and replace
8. Sewer stoppages – as assigned by the City
9. Make repairs to CL2 that can be done in the field
10. Repair lift station pumps as needed
11. Repairs to control panels as needed
12. Report any problems or concerns on a timely basis
13. Plumbing repairs at wastewater plant
14. Collect all samples required
15. Replacement or repair as necessary – repairs over \$1,000 to be approved by City in advance, unless an emergency. Emergency must be documented in writing.
16. Oversee inspections by state and/or local agencies
17. Make all arrangements to ensure system is working properly and efficiently
18. Sewer line repairs as assigned by City

19. Notify City if utility easements and/or wastewater fencing maintenance is needed.

Rate for monthly wastewater systems maintenance: **\$2550.00**

### **5.1 CITY IS TO PROVIDE THE FOLLOWING**

1. All chemicals required for water/wastewater systems
2. Rental of equipment needed for water/wastewater systems
3. All parts and supplies required for water/wastewater repairs
4. Shipping and handling charges on parts
5. Testing instruments required for water/wastewater systems
6. Supplies and equipment used for maintenance of water/wastewater systems
7. Sludge removal from wastewater treatment plant
8. Lead and copper testing
9. Water and sewer sample fees
10. New and renewal of permit applications
11. Fence repair
12. Construction inspections
13. Elevated water tower inspections and bulb replacement
14. Work to water well
15. Work to major components of water and wastewater plants
16. Annual Consumer Confidence Report
17. Help as requested and approved

### **5.2 WORK ORDERS ASSIGNED BY THE CITY NOT IN MONTHLY MAINTENANCE**

1. Water and sewer line replacement or extensions
2. Fire hydrant repairs or replacements
3. Water and sewer tap or tap locating
4. Damages done by other than the City

### **6.1 CONTRACT TERM**

The term of this contract shall be for a term of two (2) years commencing on the date of January 1, 2025 and ending on December 31, 2027. Ninety days prior to the expiration of the second year should the City or Contractor/Operator not give written notice to amend the contract then this contract shall automatically renew itself for an addition two (2) years and it shall continue to renew itself in this manner unless the City or Contractor give written request to amend or terminate contract.

### **7.1 TERMINATION**

Either party may terminate this Contract by giving not less than thirty-day written notice.

### **7.2 PAYMENT AND FEES**

The Contractor/Operator shall submit its invoice to the City monthly for the routine maintenance and for work not covered under routine maintenance. The Contractor/Operator will pass actual costs to the City for all labor and equipment rental usage per the attached fee schedule (Exhibit "A"). The City will pay HDU Services, LLC Three Thousand Nine Hundred Fifty Dollars (\$3,950.00) per month for the combined operation of the water and wastewater systems, plus reimburse them for repairs per the Contract and reasonable expenses incurred on behalf of the City.



## **8.1 RELATIONSHIP OF PARTIES**

It is understood by the parties that Contractor/Operator is an independent contractor with respect to the City and not an employee of the City. The City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of the Contractor/Operator.

## **9.1 EMPLOYEES/SUBCONTRACTORS**

Contractor/Operator's employees or subcontractors, if any, who perform services for the City under this Contract shall also be bound by the provisions of this Contract. At the request of the City, Contractor/Operator shall provide adequate evidence that such persons are Contractor/Operator's employees or subcontractors.

## **10.1 INDEMNIFICATION**

Contractor/Operator agrees to indemnify and hold the City harmless from all claims, losses, expenses, fees, including attorney's fees, costs and judgments that maybe asserted against the City that result from acts or omissions of Contractor/Operator, its employees, if any, and Contractor/Operator's agents.

## **11.1 ASSIGNMENT**

Contractor/Operator's obligation under this Contract may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the City.

## **12.1 NOTICE**

All notices required or permitted under this Contract shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

Contractor Name: HDU Services, LLC  
Address: 13193 CR 424  
City/State/Zip: Somerville, TX 77879

City Name: City of Burton, Texas  
Address: P.O. Box 255  
City/State/Zip: Burton, Texas 77835

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received five (5) days after deposit in U.S. mail.

## **13.1 BOYCOTT ISRAEL; UNLAWFUL INVESTMENTS**

- a. To the extent this Contract constitutes a contract for goods and services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Contractor/Operator represents that neither the Contractor/Operator or any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor/Operator (i) "boycotts Israel" or (ii) will boycott Israel through the term of this Contract. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meaning assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.
- b. To the extent this Contract constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by

- b. To the extent this Contract constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Contractor/Operator represents that Contractor/Operator nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor/Operator is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government code.

**14.1 ENTIRE CONTRACT**

This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior Contracts between the parties.

**15.1 AMENDMENT**

This Contract may be modified or amended if the amendment is made in writing and is signed by both parties.

**16.1 SEVERABILITY**

If any provision the Contract shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**17.1 WAIVER OF CONTRACTUAL RIGHT**

The failure of any party to enforce any provision of the Contract shall not be construed as a waiver of limitation to that party's right to subsequently enforce and compel strict compliance with every provision of the Contract.

**18.1 APPLICABLE LAW, VENUE**

The laws of the State of Texas shall govern this Contract. Washington County shall be the venue for any disputes that arise between the City and Contractor/Operator under the terms of this Contract.

HDU Services, LLC Authorized Signature: \_\_\_\_\_  
Printed Name: Dustin Lozano  
Title: Owner / Operator  
Date: \_\_\_\_\_

City of Burton, Texas Authorized Signature: Karen Buck  
Printed Name: Karen Buck  
Title: Mayor  
Date: \_\_\_\_\_

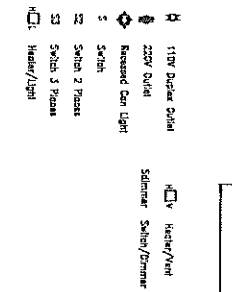
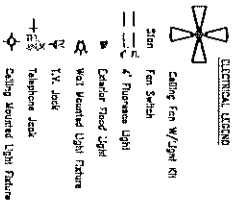
EXHIBIT "A"

13193 CR 424  
Somerville, Texas 77879



979.739.1706  
[hduservicesllc@gmail.com](mailto:hduservicesllc@gmail.com)

<b>Equipment and Services</b>	<b>Hourly Rate</b>
Two Contractors, Truck & Tools	\$90.00
Additional Assistant or Single Contractor	\$50.00
Backhoe and Operator	\$85.00
Excavator and Operator	\$85.00
Jet Machine – Flat Rate	\$350.00
Sewer Camera - Flat Rate	\$275.00
WWTP Mowing – Flat Rate	\$125.00
PWS Bac-T Sample (per month)	\$40.00
Laboratory Mileage – Rate per Mile	IRS Standard Rate

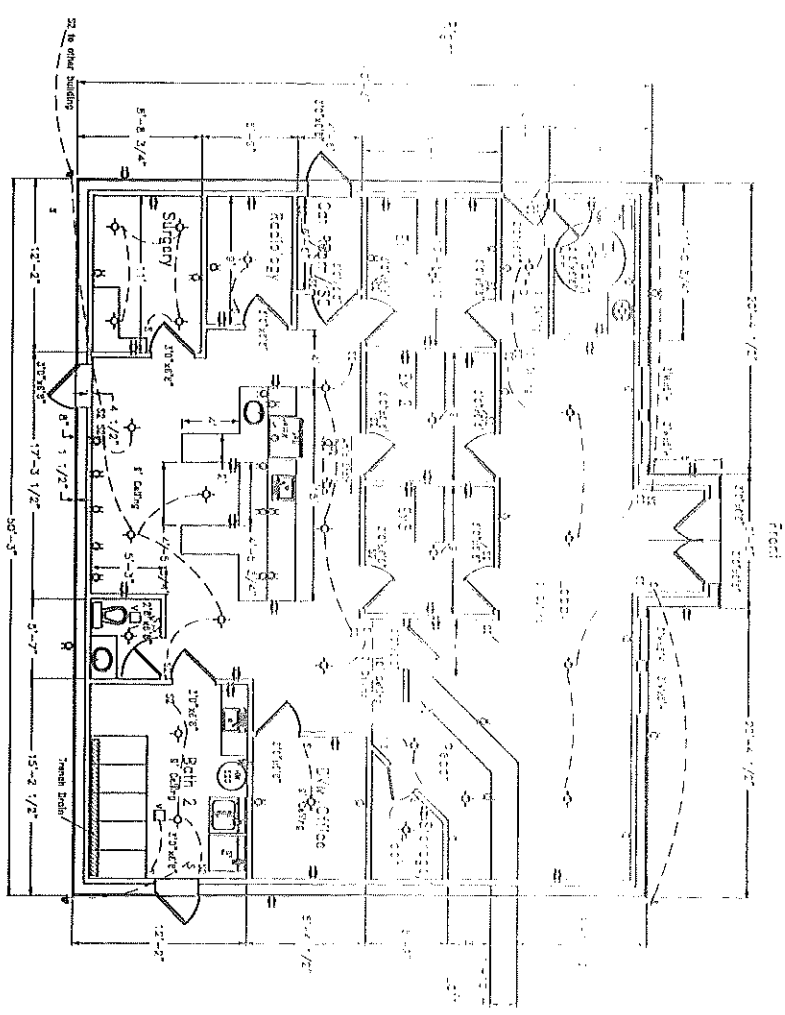


**Roof**  
**Plan View**

Scale: 1/8" = 1'-0"

DATE: 12-20-2024

BY: DANNEY ROHDE





## Proposed Solution

### Option 1

#### 1 – Lexmark XC4352

- 52 Pages Per Minute – B&W and Color
- Copy / Scan / Print / Fax
- Scan to Email; Scan to Folder
- Adjustable stand

60 Months  
\$100 / Month

### Option 2

#### 1 – Ricoh IM C2510

- 25 Pages Per Minute – B&W and Color
- Copy / Scan / Print / Fax
- Scan to Email; Scan to Folder
- 2 - Universal Paper Trays – Letter/Legal; up to 11x17
- Internal Stapler Finisher
- Cabinet

60 Months  
\$120.00 / Month

**Above pricing includes full coverage maintenance, all parts, all labor, and all supplies (excluding paper) as follows:**

Black and White: 1,500 impressions per month

➤ Excess copies billed @ \$0.012

Color: Cost Per Click

➤ All color copies billed @ \$0.07



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF BURTON, TEXAS ESTABLISHING TERMS AND CONDITIONS UNDER WHICH UTILITIES AND LIKE SERVICE PROVIDERS MAY USE PUBLIC-RIGHT-OF-WAY AND OTHER PUBLIC PROPERTY WITHIN THE CITY TO PROVIDE OR TRANSMIT THEIR RESPECTIVE SERVICES; ADOPTING A FEE FOR EACH SUCH USE; REQUIRING A PERMIT FOR ALL WORK IN THE CITY PUBLIC-RIGHTS-OF-WAY; REQUIRING CERTAIN INFORMATION FROM CURRENTLY PLACED UTILITIES AND LIKE SERVICE PROVIDERS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Article III, Section 52 of the Texas Constitution provides public rights-of-way and other like land interests cannot be given away free of charge; and

**WHEREAS**, Chapter 182 of the Texas Tax Code provides that an incorporated City or town may make a reasonable lawful charge for the use of a city street, alley, or public way by a public utility in the course of its business; and

**WHEREAS**, Chapter 33 of the Texas Utilities Code provides that a municipality may impose on an electric utility, transmission and distribution utility, municipally owned utility, or electric cooperative, as appropriate, that provides distribution service within the municipality a reasonable charge for the use of a municipal street, alley, or public way to deliver electricity to a retail customer; and

**WHEREAS**, Chapter 66 of the Texas Utilities Code provides for a State-issued cable and video certificate of franchise authority to be administered by the Public Utilities Commission for the benefit of Texas municipalities; and

**WHEREAS**, Chapter 283 of the Texas Local Government Code provides for management of public right-of-way used by telecommunications provider in a municipality, to include right-of-way fees as determined by the Public Utilities Commission; and

**WHEREAS**, Chapter 284 of the Texas Local Government Code provides for the use of public rights- of-way by network nodes and establishes a public-right-of-way rate to be charged by municipalities for such use, as well as a rate adjustment; and

**WHEREAS**, Chapters 363 and 364 of the Texas Health and Safety Code provide for the regulation of solid waste collection in requiring cities to ensure that solid waste management services are provided to all persons in its jurisdiction; and

**WHEREAS**, the Board of Aldermen of the City of Burton, Texas (“City”) desires to enact an ordinance to manage to the fullest extent permitted by law access to its public rights-of-way for the health, safety and welfare of the public; and

**WHEREAS**, the City desires to receive fair and reasonable compensation from service providers for use of the public right-of-way within the City; and

**WHEREAS**, the City desires to adopt existing methods as provided by State law to determine compensation to be paid for use of the public right-of-way in the City; and

**WHEREAS**, the City understands there are currently placed services within the City rights-of-way and does not intend to exclude such services from the requirements of this Ordinance and will require that certain information concerning the services be provided to the City in a certain amount of time; and

**WHEREAS**, the City desires to establish a uniform method to determine compensation to be paid for use of the public right-of-way in the City for each type of utility or service provider for which State law has not provided such a method.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BURTON, TEXAS:**

**Section 1.** That the above recitals are hereby found to be true and correct and are incorporated herein for all purposes.

**Section 2.** That the Franchise Fee Ordinance attached hereto as **Exhibit A** is hereby approved and adopted.

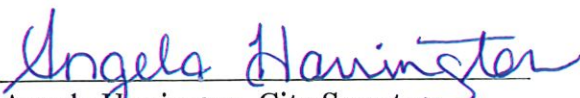
**Section 3.** That this Ordinance shall become effective on Board approval subject to all applicable posting requirements.

**Section 4.** In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it is the intention of the Board of Aldermen that the invalidity or unconstitutionality of the one or more parts shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision other than the part declared to be invalid or unconstitutional; and the Board of Aldermen of the City of Burton, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED, APPROVED AND ADOPTED THIS 14<sup>th</sup> DAY OF JANUARY, 2025.

  
\_\_\_\_\_  
Karen Buck, Mayor

ATTEST

  
\_\_\_\_\_  
Angela Harrington, City Secretary

## EXHIBIT A

### CITY OF BURTON, TEXAS FRANCHISE FEE ORDINANCE

Various State of Texas statutes authorize municipalities to collect franchise fees. Therefore, the City of Burton, Texas hereby gives notice to the various utilities and service providers, which use the City right-of-way and other public property located within the City to provide or transmit services, and all future users, that franchise fees, as detailed and in accordance with the following, will be due and payable to the City upon the passage and signing of this Ordinance.

#### **SECTION 1. DEFINITIONS**

**Access Line** – as defined by Chapter 283 of the Texas Local Government Code and further described by the Public Utility Commission of the State of Texas.

**City** – The City of Burton, Texas.

**County** – The County of Washington, Texas.

**Facilities** – the plant(s), equipment and property, including, but not limited to, duct spaces, manholes, poles, conduits, underground and overhead passageways, and other equipment, structures and appurtenances and all associated transmission media which are owned by a utility or service provider and located in the public rights-of-way of the City.

**Franchise Fee** – this includes ‘rental fee’ and ‘use fee’ paid by utilities and providers for the use of the City’s public right-of-way or other City property to provide or transmit their services.

**Gross Receipts / Revenue** – includes by way of illustration and not limitation, all fees charged customers for any and all services provided by the Service Provider related to its services. Revenue of an affiliate derived from any and all services provided by the Service Provider shall be Gross Revenue to the extent the treatment of such revenue as revenue of affiliate and not the Service Provider has the effect of avoiding the payment of Franchise Fees which would otherwise be paid to the City. In no event shall revenue of an affiliate be Gross Revenue to the Service Provider if such revenue is otherwise subject to Franchise Fees to be paid to the City.

**Municipality** – The City.

**Person** – a natural person, corporation, company, association, partnership, firm, limited liability company, joint venture, joint stock company or association, and other such entity.

**Public Right-of-Way** – All present and future streets, avenues, highways, alleys, bridges, viaducts, public thoroughfares, public utility easements, public ways, public grounds, and without limitation by the foregoing enumeration, other public property within the corporate limits of the City.

**Service Provider** – shall mean any person, corporation, association, partnership, and other such entity using a public right-of-way or other City property within the City to provide or transmit a service within the corporate limits of the City.

State – State of Texas.

Utility – same as service provider.

## **SECTION 2. FEES FOR USE AND OCCUPANCY OF PUBLIC RIGHT-OF-WAY**

Except as otherwise specifically provided by law, this Ordinance, or any other ordinance of the City applicable thereto, it shall be unlawful for any person or service provider to cause or permit the placement, construction, operation or maintenance of any facility within the public rights-of-way of the City without first obtaining a permit from the Mayor or the Mayor's designee. The following work within the City's rights-of-way does not require a permit: mowing or other green space maintenance, replacing flush or lamps which has been permanently installed, emergency responses related to existing structures, and routine maintenance of a permitted service.

### **A. Water and Wastewater**

Unless otherwise contracted with the City, utilities and other service providers of Water and Wastewater services that use the City's public right-of-way or other public property located within the City to provide or transmit services shall pay a Franchise Fee to the City for such use in an amount equal to not less than two percent (2%) of such service provider's gross receipts for services provided within the City.

*Chapter 182 of the Texas Tax Code.*

### **B. Natural Gas**

Unless otherwise contracted with the City, utilities and other service providers of Natural Gas services that use the City's public right-of-way or other public property located within the City to provide or transmit services shall pay a Franchise Fee to the City for such use in an amount equal to not less than two percent (2%) of such service provider's gross receipts for services provided within the City.

*Chapter 182 of the Texas Tax Code*

### **C. Electric**

Unless otherwise contracted, utilities and other service providers of Electric services that use the City's public right-of-way or other public property located within the City to provide or transmit services shall pay a Franchise Fee to the City that is equal to the highest kilowatt hour rate paid by such service provider to any other City located in Washington County based upon the kilowatt hours sold within the City. If there exists no other City located in Washington County receiving franchise fee payments from the service provider the City and the service provider shall negotiate and enter into a franchise fee agreement.

*Chapter 33 of the Texas Utilities Code*

**D. Cable Television and Other Video Services**

Utilities or other service providers of Cable Television and other video services that use the City's public right-of-way or other public property located within the City to provide or transmit services shall make quarterly franchise fee payments to the City as established by the legislature of the State of Texas. The franchise fees to be paid by the service provider to the City shall be equal five percent (5%) of the gross revenues earned by the service provider in the City, or any other amount as amended by the legislature of the State of Texas.

As the Cable Television and other video services franchise fees are established by the legislature of the State of Texas these fees are subject to change and as such the City hereby adopts any future changes and incorporates them herein for all purposes. Thus, it is the responsibility of the service provider to stay informed of such changes in amount and frequency of franchise fees owed to the City.

*Chapter 66 of the Texas Utilities Code*

**E. Telecommunications**

Unless otherwise contracted, utilities and other service providers of Telecommunications services that use the City's public right-of-way or other public property located within the City to provide or transmit services shall pay a Franchise Fee quarterly to the City. The franchise fees to be paid by each service provider to the City are calculated monthly based on the number of access lines, by category, that the service provider has within the City and the access line rates by category as established and adjusted by the Public Utility Commission (PUC).

As the Telecommunications services franchise fees are established by the PUC it is the responsibility of the service provider to stay informed of such changes in amount and frequency of franchise fees owed to the City.

*Chapter 283 of the Texas Local Government Code*

**F. Network Nodes**

Unless otherwise contracted, utilities and other service providers that use the City's public right-of-way or other public property located within the City to provide or transmit services by way of Network Nodes shall pay a Franchise Fee to the City that is equal to two-hundred-fifty dollars (\$250.00) in 2025 for each node installed by the service provider within the City's public right-of-way or on other public property within the City. Each subsequent year after 2025, the franchise fee owed to the City from each service provider for each installed node shall increase by an amount equal to not less than one-half the annual increase, if any, in the consumer price index.

**G. Solid Waste**

Unless otherwise contracted, utilities and other service providers of Solid Waste services that use the City's public right-of-way or other public property located within the City to provide or transmit services shall pay a Franchise Fee to the City that is equal to not less than eight percent (8%) of such service provider's gross receipts for services provided within the City.

**SECTION 3. GENERAL TERMS OF THE ORDINANCE**

**A. Calculation of Fees**

Unless, specifically restricted by State or Federal Law, nothing herein prevents the City from negotiating and entering into a franchise fee agreement with any service provider for the use of the City's public right-of-way or other public property located within the City.

Those franchise fees that are now established by the legislature of the State of Texas or another State entity authorized by the State legislature or that may be established or amended in the future by such are hereby adopted for all purposes.

**B. Franchise Responsibility**

- 1) Each Utility and Service provider, unless otherwise exempt by State or Federal Law, is required to comply with all applicable Ordinances of the City, the laws of the State of Texas and any applicable Federal law.
- 2) Any construction, maintenance or relocation of facilities by any Utility or Service Provider within the City's right-of-way or any other publicly owned land within the City, unless expressly exempt by State or Federal Law.
- 3) All existing public utility operating within the City's rights-of-way shall submit to the City within six (6) months of the Effective Date of this Ordinance, information sufficient for the City to locate, define, and document the type of service and location of such service.
- 4) All new public utility plans, unless specifically exempted by State or Federal Law, shall be presented to the City for recommendations at least six months prior to construction and for approval no less than two months prior to construction.
- 5) The City reserves the right to require relocation of facilities upon forty-five (45) days notice for the widening of public rights-of-way, and to cure or otherwise address a public health or safety concern.

6) All franchise agreement acceptance, modification, removal, extensions, etc. are subject to Board of Aldermen approval.

7) No franchise authorized under this Ordinance is assignable or transferable.

### **C. Insurance and Bonds**

Each Utility and Service Provider who use the City's public right-of-way or other public property within the City shall provide and furnish sufficient insurance coverage to protect the utility/service provider, its employees, and the City from claims for bodily injuries, death or property damage which may arise out of the utility's or service provider's actions. The coverage shall include, but is not limited to, workmen's compensation, general liability and automobile insurance.

A bond is required by the City from the Utility or Service Provider for the benefit of the City when construction is to occur within, on or under the public right-of-way or on other publicly owned property within the City.

### **D. Indemnity**

Each Utility and Service Provider who use the City's public rights-of-way or other public property within the City shall indemnify, hold harmless and defend the City from and against any and all costs, expenses (including reasonable counsel fees), liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind and asserted by or on behalf of any person or other governmental authority, arising out of or in any way connected with work performed by a contractor or supplier on behalf of or for the Utility or Service Provider.



1:16 PM  
01/07/25  
Accrual Basis

City of Burton, Texas  
**Profit & Loss Budget Overview**  
April 2024 through March 2025

	Apr '24 - Mar 25
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Franchise Tax Income	12,320.08
Interest Income	2,612.40
Mixed Beverage Taxes	3,309.06
Other Income	20,801.45
Property Tax Revenue (M&O)	30,372.85
Sales Tax Income	137,015.95
Donation	0.00
Grant	-2,250.00
	204,181.79
<b>Total Income</b>	204,181.79
<b>Gross Profit</b>	204,181.79
<b>Expense</b>	
Engineering	2,495.00
Socioeconomic Survey	6,000.00
Employee Health Reimbursement	1,055.00
Washington County Sherriff Dept	15,000.00
Accounting & Auditing	12,500.00
Advertising & Public Notice	1,833.23
Contract Labor	250.00
Copy Machine Lease	0.00
Dues & Subscriptions	2,876.05
Education	225.00
Election	0.00
EMS Expense	0.00
Insurance & Workmans Comp	4,276.00
Legal & Professional Fees	10,903.50
Mayor & Council Expense	0.00
Miscellaneous & Unforeseen	0.00
Postage	254.78
Reconciliation Discrepancies	0.00
Repair & Maintenance	
Weeren Park	2,560.00
Repair & Maintenance - Other	6,125.79
	8,685.79
<b>Total Repair &amp; Maintenance</b>	8,685.79
Security Expense	390.00
Street Light Expense	6,204.12
Street Repair	0.00
Supplies - Office	3,796.17
Supplies - Operating & Other	2,444.09



**AMENDED 1.14.25**

1:16 PM  
01/07/25  
Accrual Basis

City of Burton, Texas  
**Profit & Loss Budget Overview**  
April 2024 through March 2025

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	<u>Apr '24 - Mar 25</u>
Tax Collection Fees	2,534.91
Telephone & Communications	1,078.20
TMRS Contributions	48.00
Travel & Mileage	656.02
Utilities	2,231.15
Wages & Payroll Taxes	31,976.20
<b>Total Expense</b>	<u>117,713.21</u>
<b>Net Ordinary Income</b>	86,468.58
<b>Other Income/Expense</b>	
<b>Other Income</b>	
<b>Debt Service Fund Revenues</b>	
Property Tax Revenues (DSF)	125,867.92
Interest Income (DSF)	1,671.83
<b>Total Debt Service Fund Revenues</b>	<u>127,539.75</u>
<b>Total Other Income</b>	127,539.75
<b>Other Expense</b>	
<b>Debt Service Expenditures</b>	
Bond Payment	79,000.00
Interest on Bond Payment	6,612.50
<b>Total Debt Service Expenditures</b>	<u>85,612.50</u>
<b>Total Other Expense</b>	<u>85,612.50</u>
<b>Net Other Income</b>	<u>41,927.25</u>
<b>Net Income</b>	<u><u>128,395.83</u></u>

**AMENDED 1.14.25**

11:00 AM  
01/08/25  
Accrual Basis

**CITY OF BURTON WATER & SEWER  
Profit & Loss Budget Overview  
April 2024 through March 2025**

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	<u>Apr '24 - Mar 25</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
DEPOSIT FOR WATER & SEWER	1,660.00
GARBAGE REVENUES	53,688.71
INTEREST INCOME/OTHER INCOME	277.54
WATER & SEWER REVENUES	206,607.75
	<hr/>
<b>Total Income</b>	262,234.00
	<hr/>
<b>Gross Profit</b>	262,234.00
	<hr/>
<b>Expense</b>	
CONTRACT LABOR	53,400.00
DUES & SUBSCRIPTIONS	1,162.00
FEES & PERMITS	1,803.70
GARBAGE & COLLECTION COST	37,413.25
INSURANCE & PROPERTY LIABILI...	4,156.00
LAB TESTING FEES	8,582.36
LEGAL & PROFESSIONAL FEES	37.00
POSTAGE	1,521.21
REPAIR & MAINTENANCE	108,967.84
SUPPLIES - OFFICE	191.94
SUPPLIES - OPERATING & OTHER	20,853.66
Telephone	402.27
TRAVEL & MILEAGE	55.88
UTILITIES EXPENSE	18,465.74
WAGES & PAYROLL TAXES	18,140.38
WATER&SEWER DEPOSIT REFUND	551.58
	<hr/>
<b>Total Expense</b>	275,704.81
	<hr/>
<b>Net Ordinary Income</b>	-13,470.81
	<hr/>
<b>Net Income</b>	<u><u>-13,470.81</u></u>