

CITY OF BURTON

COUNCIL MEETING MINUTES

A Regular Meeting of the Burton City Council at 5:30 p.m. was held on
TUESDAY, November 12, 2024, in the Burton City Hall
at 12200 E. Mulberry Street Spur 125, Burton, Texas.

Members Present:

Mayor Karen Buck	
Councilmember Paul McLaughlin	Councilmember Macey Tidwell
Councilmember Jeff Eckhardt	Councilmember Nathan Kalkhake

Members Absent: Councilmember Tommie Gilmon

Others Present: City Secretary Angela Harrington, Utility Clerk Rachel Belvin, Utility Contractor Dustin Lozano

Citizens Present: Sarah Forsythe (Banner Press), James Medack (Medack & Oltmann), James Gilley, Jr. (U.S. Capital Advisors), Susan Kiel (Burton Chamber of Commerce), Chuck & Debra Johnson, Ned Ross, and Susie Tommaney.

Mayor Karen Buck called the meeting to order at 5:31 pm. A quorum was established and all in attendance were led in the Pledge of Allegiance.

CITIZEN PRESENTATIONS

Susie Tommaney spoke again on her concerns regarding a Subdivision Ordinance and the effect of it on the rights of city property owners. She also inquired as to how the abandoned meters that have been found are going to be handled and dealt with.

Susan Kiel gave council an update on the overwhelming success of this year's Trick or Treat Trail and how very much the additional roads being closed increased the safety of those in attendance. She also told those in attendance of the "Family Movie Night" being hosted by the Chamber of Commerce on November 22 @ 5:30 pm at the Cotton Gin's Pavilion. She also stated that she is concerned about many aspects of the Subdivision Ordinance and continues to encourage council to reconsider its adoption.

Ned Ross told council that he feels that they should be focusing on having a Comprehensive Plan completed instead of a Subdivision Ordinance.

CONSENT AGENDA

- (1) **Minutes of the October 8, 2024 Regular Meeting**
- (2) **Financial Reports-Revenue & Expenditures**
- (3) **Mayor's Report** – Attached.
- (4) **City Secretary's Report** – Attached
- (5) **Utility Report** – Attached. Additionally, Contractor Dustin Lozano told council of an unusual situation that has been found regarding a "Private Line" in the Extraterritorial Jurisdiction that was allowed to be connected to the City water system in the 1990's. Portions of that property have been sold off with homes built on them and no utility easements are in place to allow the City to service that line as agreed on in the 90's. Solutions on how to solve the issues with that line are being considered.

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

FOR: Eckhardt, Tidwell

AGAINST: None

The motion passed.

UPDATES:

1. General Land Office Contract #24-065-042-E534 - Water Well #5 Project

The Mayor introduced James Gilley of U.S. Capital Advisors. Mr. Gilley is here to advise the City on how to obtain the \$650K that is needed to complete Water Well #5. It was determined that Direct Placement using a Certificate of Obligation or Tax Note would be the best way to obtain the funds. A Special meeting will be held ASAP to iron out the details of this process due to the time limitations given by the GLO grant program.

2. 2023-2024 TDA CDBG – Rebuild/Repair Knittel Lift Station – Awarded. In planning stages.

3. 2025-2026 TDA CDBG – Application for Wastewater and Drainage Improvements South of 290
Application submitted.

4. 2025 Texas Water Development Board DWSRF Project Information Form

BEFCO Engineering will be submitting that PIF soon after the December 1 door opens for the TWDB to receive applications.

CONSIDERATION AND/OR ACTION TO:

1. Approve the 2023-2024 Fiscal Year Audit as Presented by Medack & Oltmann, LLP

James Medack walked council through the audit explaining the key points of interest. A motion was made by Councilmember McLaughlin and seconded by Councilmember Eckhardt to **APPROVE**.

FOR: Kalkhake, Tidwell

AGAINST: None

The motion passed.

2. Approve Proclamation for Small Business Saturday, November 30, 2024

The Mayor read the Proclamation out loud to all in attendance. A motion was made by Councilmember Tidwell and seconded by Councilmember Eckhardt to **APPROVE**.

FOR: Kalkhake, McLaughlin

AGAINST: None

The motion passed.

3. Approve New Texas Commercial Waste Contract

It was explained that this contract is for only hand pick up of residential and commercial customers. It allows the commercial customers that require a dumpster to contact a company that can meet their needs better than TCW has been able to. A motion was made by Councilmember McLaughlin and seconded by Councilmember Kalkhake to **APPROVE**.

FOR: Eckhardt, Tidwell

AGAINST: None

The motion passed.

4. Approve Opening a New Checking Account with \$10,000 to be Designated “CDV23-0012” with this Account Only to be Used for the Funds Received through the Texas Dept. of Agriculture 2023-2024 CDBG; Having all Elected Officials as Authorized Signers on the Account; Giving the City Secretary Informational Access Regarding the Account; and Adding this Account to Online Banking

The City Secretary told council that this item is for the same reasons that a CDV21-0440 and GLO 24-065-042-E534 were opened. This account will house the funds for the expenses incurred during the Knittel Lift Station Project covered by the TDA CDV23-0012 grant. A motion was made by Councilmember Tidwell and seconded by Councilmember McLaughlin to **APPROVE**.

FOR: Eckhardt, Kalkhake

AGAINST: None

The motion passed.

DISCUSSION ONLY:

Revised Subdivision Ordinance -

City Secretary, Angela Harrington, asked Council if they had been able to go over the Fayetteville and Carmine Subdivision Ordinances pointed out that these municipalities have a population that is less than Burton but they believed that it was important enough to adopt ordinances in 2007 & 2008 regulating subdivision in their cities. She then shared a couple of clauses included in these ordinances that she felt would provide more security for the rights of property owners in Burton.

The Mayor informed Council that she had learned that in 2009 an agreement was entered into that gave Washington County the authority to govern subdivision development in Burton's ETJ. She also reminded council that a Comprehensive Plan was completed using grant funds of more than \$100K in 2000 but none of the suggested improvements were ever completed. Those improvements included a Subdivision Ordinance, Zoning and green space walking areas. Utility contractor, Dustin Lozano, told council of his knowledge of benefits to other towns, Snook & Somerville, that have a subdivision ordinance and how it has helped protect the infrastructure of the city.

Conversation was cut short on this subject due to an appointment with the city's attorney on a Zoom meeting in executive session.

EXECUTIVE SESSION - As authorized by Texas Government Code Sections 551.071 (Consultations with Attorney) regarding the Friends and Neighbors Park Agreement

The Meeting was adjourned at 7:39 pm.

ATTEST:


City Secretary Angela Harrington


Mayor Karen Buck

**Mayor's Report
November 6, 2024**

Activities for the month of October included...

- +Monthly GLO Webinar on progress/process of Water Well #5.
- +Attended National Night Out
- +Met with Ron Schmidt with Texas Commercial Waste to discuss changes in the contract.
- +Burton Matters article for the Banner Press.
- +Interview with the Banner Press Podcast.
- +Attended my first meeting of the Brazos Valley Council of Government's (BVCOG) Community Action Program (BVCAP) as I was appointed to the Board of Directors; completed required training
- +Met with Mayor Pro-Tem regarding updates with Friends & Neighbors/Ballpark contract.
- +Mapped city/community activities for 2025 for in-house use/overview
- +Met with Burton ISD Superintendent re: traffic impact issues
- +Met with BEFCO engineers regarding Water Well #5; S. Burton Water Line close out; Knittel Lift Station; newly found water lines/line break; Fred Line PIF
- +Met with City Secretary and Financial Advisor regarding funding possibilities/options for Water Well #5

Total number of volunteer hours for the month of October – 54.5

Secretary's Report

November 12, 2024

- As the end of the year approaches, Rachel and I will begin a Utility Rate Study. Income and expenses for the Water and Sewer Systems will be evaluated to determine whether the City's rates are adequate to maintain a financially healthy management of the systems. We have been looking into the practices of other utilities and will also be looking at the feasibility of a "stand by fee" for abandoned meters on property that no longer has a house on it and rates for customers in the city's ETJ.
- Question: Every month I provide you with a Washington County Dispatch Report for all activities that take place in the Burton area. Is anyone looking at this report? Do I need to continue including it in the meeting packet?

System Totals Report

City of Burton

Water Pumped This Month	1,662,600 Gallons
Water Sold This Month	1,485,970 Gallons
Water Used for Fire and Flushing Line	75,000 Gallons
Water Loss	101,630 Gallons
Water Loss (%)	6.11 %

	Amount (\$)	# Of Accounts
Total Water	11,551.48	215
Total Sewage	7,265.80	191
Total GARBAGE	4,311.00	202
Total Adjustments	(36.40)	2
Total Current Charges	23,091.88	226

Amount Past Due 1-30 Days	3,036.34	36
Amount Past Due 31-60 Days	1,598.25	18
Amount Past Due Over 60 Days	5,022.14	15
Amount Of Overpayments/Prepayments	(2,867.67)	46
Total Receivables	29,880.94	232

Total Receipts On Account	23,765.57	191
Net Change in Deposits	-50.00	4
Amount of All Deposits	28,892.31	224
Amount of All Deposit 2	100.00	2
Turned Off Accounts (Amount Owed)	2,043.58	50
Collection Accounts (Amount Owed)	1,718.98	21
Number Of Unread (Turned On) Meters		8
Average Usage For Active Meters	6,405	232
Average Water Charge For Active Meters	53.73	215

Usage Groups	Gallons	# Of Accounts	Usage	Gallons	% Of Usage	% Of Sales
Over 50,000		3	522,800		35.18	2.93
40,001-50,000		0	0		0.00	0.00
30,001-40,000		1	38,700		2.60	1.40
20,001-30,000		4	98,300		6.62	3.08
10,001-20,000		22	299,010		20.12	15.28
8,001-10,000		8	73,670		4.96	4.63
6,001-8,000		14	96,350		6.48	7.08
4,001-6,000		30	145,820		9.81	13.83
2,001-4,000		47	138,030		9.29	19.22
1-2,000		74	73,290		4.93	26.01
Zero Usage		29	0		0.00	6.54
Total Meters		232	1,485,970		100.00	100.00

NOVEMBER COUNCIL MEETING(2024):

1. LSLI- LEAD SERVICE LINE INVENTORY WAS COMPLETED AND SENT IN FOR TCEQ TO REVIEW.
2. A COUPLE TRASH COMPLAINTS CAME IN FOR MISSING RESIDENT TRASH AND FIRE STATION DUMPSTER BEING MISSED 2 WEEKS IN A ROW.
3. SENT DUSTIN ANOTHER ROUND OF REPLACEMENT METERS FOR OUR METER REPLACEMENT PROGRAM WE ARE TACKLING. ONLY HAVE A FEW MORE LEFT TO REPLACE TO BE CAUGHT UP ON IT.
4. CLEANED OUT THE EVIDENCE ROOM AND STORAGE ROOM WITH KAREN AND ANGELA- DESTROYED MORE CDS AND TAPES THAT WE FOUND IN BOXES.
5. RECEIVED AN OFFICIAL LETTER FROM TCEQ IN REGARDS TO THE GENERATOR AT THE WWTP, LETTING US KNOW WE WILL NOT HAVE A VIOLATION FROM THIS SINCE WE HAD PROOF OF A GENERATOR BEING PURCHASED.
6. JERRY GUELKERS LEAK- FOUND OUT A LOT OUT WITH THIS ONE. DUSTIN, KAREN, AND I WILL BE COMING UP WITH A GAME PLAN ON HOW TO FIX THIS ISSUE. SINCE IT IS A "PRIVATE LINE" AND NOT IN A UTILITY EASEMENT- WE NEED TO REMEDY THIS SO WE DON'T HAVE ANY MORE ISSUES ON THE CITY SIDE.

Proclamation for Small Business Saturday

Whereas, the City of Burton celebrates our local small businesses and the contribution they make to our local economy and community; and

Whereas, Small Business Saturday® is a day founded by American Express to help bring more business to small businesses everywhere; and

Whereas, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday; and

Whereas, the City of Burton, supports our local businesses that create jobs, boost our local economy, and preserve our community; and

Whereas, the American entrepreneurial spirit is a defining quality of our Nation which time and again has lifted us to new heights and carried us through our greatest challenges. Small businesses are not only the engines of our economic progress – they are the heart and soul of our communities. During National Small Business Week, we celebrate our Nation's small businesses – the pillars of their neighborhoods; and

NOW THEREFORE, BE IT RESOLVED that the Burton City Council joins these efforts and proclaims November 30, 2024 to be Small Business Saturday; and

BE IT FURTHER RESOLVED that the Burton City Council encourages members of our community to personally express appreciation to our City of Burton small businesses.

Adopted this 12th day of NOVEMBER, 2024.

SIGNED:

Karen Buck
Karen Buck, Mayor

AGREEMENT FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICE

THE CITY OF BURTON, a municipal corporation located in Washington County, Texas (hereinafter called "CITY"), acting by and through its duly authorized Mayor, and Bryan Iron and Metal Company, Inc., dba Texas Commercial Waste, acting by and through its duly authorized representative (herein after called "CONTRACTOR"), do hereby agree as follow:

For and in consideration of compliance by CONTRACTOR with the covenants and conditions herein set forth, and the ordinances and regulations of the CITY governing the collection and disposal of refuse, CITY hereby grants to CONTRACTOR an agreement to use designated public streets, alleys, and thoroughfares within the corporate limits of CITY for the purpose of engaging in the business of collecting garbage, trash, brush, and other refuse from residential waste generators.

DESCRIPTION OF SERVICE

CONTRACTOR shall provide for the once weekly collection of residential solid waste.

Residential waste shall be placed in plastic bags of sufficient strength to contain the house hold garbage. Bags must be deposited on the curb prior to 8:00 a.m. on scheduled day of collection. Bags may not weigh more than 50 lbs. each, with a weekly limit of six (6) bags per customer. Brush must be cut and tied in bundles not to exceed four (4) feet in length and not more than 50 lbs. in weight.

Roll off service shall be provided by CONTRACTOR to CITY at rates to be determined between CONTRACTOR and CITY. Contractor shall bill and be responsible for collection of all debts for roll off service. CONTRACTOR may require deposits as he deems necessary for users of such services.

EQUIPMENT

The CONTRACTOR shall provide an adequate number of vehicles, together with properly trained personnel, for regular collection services as required for proper collection of the CITY's garbage and refuse. All necessary vehicles, bins, and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. CONTRACTOR shall routinely clean CONTRACTOR's equipment to maintain a standard of cleanliness and to prevent leakage and odors.

Each vehicle used by contractor for performing service shall have, clearly visible on each side, the identity of the CONTRACTOR. Also, CONTRACTOR will require all of his employees to be clean, neat and well groomed at all times and to be courteous and considerate to all citizens.

RATES

Attached hereto as Exhibit "A" and hereby incorporated into this agreement for all intents and purposes as if set forth verbatim herein is the "Schedule of Rates" (SCHEDULE) which sets forth CONTRACTOR's charges for the aforementioned services, such SCHEDULE to be filed with the City Secretary of CITY, Mayor or designee.

CUSTOMER LISTS AND PAYMENTS

CITY shall provide a monthly count of all residential and commercial hand-pickup customers to CONTRACTOR. CITY may provide on a monthly basis an updated count based on new customers and/or deletions. It is understood that the CITY may increase or decrease the services provided by CONTRACTOR and that individual customers may be eliminated for non-payment of garbage and refuse collection services.

Collection routes shall be established by CONTRACTOR.

CONTRACTOR shall submit monthly a bill for services rendered to CITY with payment due to CONTRACTOR 30 days from date of invoice. Such billing and payment shall be based on the rates as set forth in the SCHEDULE of this contract.

CITY shall be solely responsible for the billing and collection of accounts receivable as provided for under this agreement of the aforementioned services.

HOLIDAYS

CONTRACTOR may observe official holidays in the collections of residential and commercial hand pick-up customers. The decision to suspend service for any holiday shall in no manner relieve CONTRACTOR of its obligation to provide collection service at least once per week.

SPECIAL EVENTS

CITY, periodically, during the conduct of special events of general community interest, which may require the temporary placement, servicing and removal of refuse bins for refuse and waste disposal. The CONTRACTOR shall cooperate with the CITY in providing services for the special events.

COMPLAINTS

CONTRACTOR shall deal with and receive directly any complaints pertaining to service within the corporate limits of said City. However, any such complaints received by CITY shall be forwarded to CONTRACTOR within twenty-four (24) hours of their receipt by CITY. CONTRACTOR shall respond to said complaint within twenty-four (24) hours of receiving it from CITY and shall report to CITY as to the action taken.

LEGAL

CONTRACTOR agrees that it shall comply with all laws, policies, rules and regulations of the United States, State of Texas, BVSWM, Washington County and City of Burton with regard to the disposal of solid waste. All collections made hereunder shall be made by CONTRACTOR without unnecessary noise, disturbance, or commotion.

It is understood by and between the parties that this Contract constitutes the only valid Contract between the parties concerning the collection of solid waste within the City. It is further understood and agreed that there are no other agreements between these parties with regard to the disposal of residential and commercial hand-pickup solid waste in the City. Both parties agree and understand this contract is exclusive.

INDEMNIFICATION

The CONTRACTOR shall defend, indemnify, and save harmless the CITY and all its officers, agents, and employees from all suits, actions, or claims of any character, name, and description, including attorney's fee expenses, brought for or on account of any injuries or damages received or sustained by any person or persons or property, by or from the said CONTRACTOR or his employees by or on account of any act or omission, neglect or misconduct to the said CONTRACTOR, or by or on account of any claims of amounts recovered under Workman's Compensation Law or any other law, ordinance, order or decree. CONTRACTOR SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES IN ACCORDANCE WITH THIS INDEMNIFICATION CLAUSE REGARDLESS OF WHETHER THE INJURY OR DAMAGE IS CAUSED IN APART BY THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES.

INSURANCE

The CONTRACTOR, before starting work for the CITY, must furnish to the CITY Certificates of Insurance or other acceptable evidences from a reputable insurance company or companies with a A.M. best rating of "A" (such companies to be acceptable to the CITY) licensed to write insurance in the State of Texas, showing that the CONTRACTOR is covered by insurance as follows:

TYPE OF COVERAGE	PER OCCURANCE MINIMUM	AGGREGATE MINIMUM
Workmen's Compensation	Statutory and shall cover all employees including drivers	Statutory and shall cover all employees including drivers
Employer's Liability	\$1,000,000	\$1,000,000
Comprehensive & General Public Liability	\$1,000,000	\$1,000,000
Property Damage	\$1,000,000	\$1,000,000
Comprehensive Auto Liability - Bodily Injury	\$1,000,000	
Comprehensive Auto Liability - Property Damage	\$1,000,000	
Excess Umbrella Liability	\$5,000,000	

The certificates of insurance furnished to the CITY shall contain a provision that coverage under such policies shall not be cancelled or materially changed without at least thirty (30) days prior written notice to the CITY. It is expressly agreed that the CONTRACTOR shall as a condition for the continuation of this Contract keep and maintain the hereinabove described insurance continuously in effect throughout the life of the Contract.

EQUAL OPPORTUNITY

The CONTRACTOR shall comply with the Equal Opportunity clause that is found in 41 CFR § 60-1.4. This refers to the Code of Federal Regulations, Title 41, Part 60, Section 1.4, which outlines the specific language of the clause regarding non-discrimination in employment based on factors like race, color, religion, sex, and national origin.

VARIANCES

CONTRACTOR requests for variances to this contract must be submitted to the City Secretary, Mayor or designee in writing and authorization for any requested variances must be in writing and signed by the City Secretary, Mayor or Designee.

NON-PERFORMANCE

It is expressly understood and agreed that if at any time CONTRACTOR shall fail to perform any of the terms, covenants, or conditions herein set forth, the CITY may, after a hearing as described herein, revoke and cancel the Agreement and this Agreement shall be null and void. The hearing prerequisite to such revocation shall not be held until notice of such hearing has been given to CONTRACTOR by Registered Mail, addressed to CONTRACTOR at the address shown on the records of the CITY, AND A PERIOD OF AT LEAST TEN (10) DAYS has lapsed since the mailing of such notice. The notice shall specify the time and place of the hearing and shall include the reasons being considered for revocation of the Agreement. The hearing shall be conducted in public by the City Council of the CITY and the CONTRACTOR shall be present and be given full opportunity to answer any reasons for terminations as set out in the notice. If, after the hearing is concluded, the City Council shall determine that the allegations set forth in the notice are affirmed by the facts presented at the hearing, they may by majority vote, cancel this hearing.

NOTICES

All notices required under the terms of this Contract to be given by either party to the other shall be in writing, and, unless otherwise specified, in writing by the respective parties, shall be sent to the parties at the following addresses:

CITY: Mayor
P.O. Box 255
Burton, Texas 77835

CONTRACTOR: General Manager
Texas Commercial Waste
P.O. Box 645
Bryan, Texas 77806

All notices shall be deemed to have been properly served only if sent by Registered or Certified Mail, to the person(s) at the address designated as above provided, or to any other person at the address which either party may hereinafter designate by written notice to the party.

It is hereby understood and agreed by the parties to this Contract that no alteration or variation to the terms of this Contract shall be made unless made in writing, approved by both parties, and attached to this Contract to become a part hereof.

TERM AND TERMINATION

This Contract and Agreement and any and all rights and obligations may not be assigned by CONTRACTOR without specific approval of the CITY.

The term of this Contract shall be for a period of Two (2) years beginning on the date of execution of this Contract by CITY and will be automatically renewed for successive Two (2) year terms unless notice to cancel is given in writing by either party Ninety (90) days prior to the expiration date of the Contract.

EXECUTED IN DUPLICATE ORIGINALS this the 12th day of NOVEMBER, 2024.

CITY OF BURTON:

Karen Buck
Mayor Karen Buck

ATTEST:

Angela Harrington
City Secretary Angela Harrington

AGREED AND ACCEPTED:
CONTRACTOR

Bryan Iron and Metal Company, Inc. dba
Texas Commercial Waste

By: [Signature]
General Manager Ron Schmidt

EXHIBIT "A"

RESIDENTIAL AND COMMERCIAL HAND-PICKUP RATES
CITY OF BURTON, TEXAS

DATED: November 6, 2024

HAND PICK-UP SERVICE

Residential once per week collection \$ 13.00 per unit per month

Commercial once per week collection \$ 19.00 per unit per month

LARGE ITEM DISPOSAL FOR BURTON RESIDENTS

Roll off containers placed for one weekend in the Spring and Fall for the collection of large household items (excluding demolition materials.)

NO HAZARDOUS OR SPECIAL WASTE ALLOWED

All waste subject to the rules of disposal as established by the Brazos Valley Solid Waste Management Agency, Rock Prairie Landfill.