

# **CITY OF BURTON**

## **COUNCIL MEETING MINUTES**

A Regular Meeting of the Burton City Council at 5:30 p.m. was held on

**TUESDAY, AUGUST 12, 2025, in the Burton City Hall**

at 12200 E. Mulberry Street Spur 125, Burton, Texas.

### **Members Present:**

Mayor Karen Buck  
Councilmember Paul McLaughlin  
Councilmember Tommie Gilmon

Councilmember Macey Tidwell  
Councilmember Nathan Kalkhake

**Members Absent:** Councilmember Jeff Eckhardt (A Zoom mtg was created to allow his attendance but the link did not function properly. Mr. Eckhardt listened in on the meeting by calling the City Secretary's cell phone).

**Others Present:** City Secretary Angela Harrington, Utility Clerk Rachel Belvin, and Dustin Lozano (HDU Services).

**Citizens Present:** David Zajicek (Burton Bulletin), Larry Winkelmann (Bluebonnet Water District), Susie Tommaney, Ned & Lauren Ross, and Chuck & Debra Johnson.

**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.**

### **Citizen Comments:**

Larry Winkelmann gave an update regarding Washington County's possible union with the Bluebonnet Water Conservation District. He also informed council that the county judge had said that he did not want to hear another word about it until after the next election.

Susie Tommaney made comments on the tax rate. She also feels that a resident from South Burton should've been on the subdivision ordinance committee.

Ned Ross also made comments on the proposed tax rate

### **CONSENT AGENDA**

- (1) **Minutes of the July 8, 2025 Regular Meeting & the July 15, 2025 Special Meeting**
- (2) **Financial Reports-Revenue & Expenditures**
- (3) **Mayor's Report – Attached.**
- (4) **City Secretary's Report – Attached.**
- (5) **Utility Report – Attached.** Included in the Utility Report is a new *Protocol for Water*

*Usage Disputes* which indicates the steps that are to be used and clarifies the responsibility of financial responsibility. Contractor Dustin Lozano told Council that the final walk through of the work completed with the TDA CDV21 has been completed and that grant will be closing soon. A result of that walk through was a small leak being repaired off of Hwy 290. He also told council that the new monitoring system has been installed on the ground water storage tank. This system will notify him and Rachel Belvin (Utility Manager) when the water level in the tank drops below an acceptable level making it easier to remedy a problem before the tanks run dry. In regards to the development of Water Well #5, there will be a thirty-six (36) hour shut down of Water Well #4 when the new well will be running for thirty-six (36) hours to do testing. Notifications via Everbridge and the city website will be sent to residents and customers of the water system to inform them of restrictions during that time.

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

FOR: Gilmon, Tidwell

AGAINST: None

THE MOTION PASSED.

**UPDATES:**

**2021-2022 TDA CDBG** – The final walk through has been completed and this grant program is closing and will require no other reports.

**GLO Water Well #5** – (See Dustin Lozano's report above). The drilling is under way by C. Miller Drilling.

**2023-2024 TDA CDBG Knittel Lift Station Rehab** – The easement for the Knittel Lift Station is still in legal negotiations and has been for more than ninety (90) days.

**2025 Texas Water Development Board DWSRF Project Information Form (PIF)** – No new news.

**Subdivision Committee** – Councilmember Paul McLaughlin told those in attendance that the committee has had its final meeting and all suggestions have been put together and given to the City Secretary; who will now begin working on creating a new ordinance to put before council.

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

1. **Discuss & Approve a Proposed Property Tax Rate of \$0.3363 per \$100 Valuation Tax Rate for 2025-2026 Resulting in a \$0.043823 Maintenance & Operation rate and \$0.292477 in an Interest & Sinking Rate (Debt Service) & Set the Property Tax Public Hearing for 5:30 pm on September 9, 2025**

Dyann White, Chief Appraiser for the Washington County Appraisal District, explained her findings in the tax rate worksheet. The City Secretary encouraged those present to look at the handouts provided for further explanation. A motion was made by Councilmember Tidwell and seconded by Councilmember Gilmon to **APPROVE** the tax rate and schedule the Public Hearing.

FOR: Kalkhake, McLaughlin

AGAINST: None

THE MOTION PASSED

2. **Discuss & Approve an Agreement with the Texas A&M Texas Target Communities Program**

The mayor explained this item by saying that the City of Burton, if approved, will have two "lab classes" here in town over the next ten months. This fall, a group of students will be studying and mapping our wastewater treatment system. Specific areas of focus have been noted for them. Outcomes from these students include their evaluations, suggestions, and a mapping system. The methodology of their mapping is unknown (digital format). The second "lab class" will be in town in the spring to learn more about our town and provide us with information that can be used to update our comprehensive plan. A motion was made by Councilmember McLaughlin and seconded by Councilmember Kalkhake to **APPROVE** the agreement.

FOR: Gilmon, Tidwell

AGAINST: None

THE MOTION PASSED

3. **Resolution 20250812R Authorizing Road Closures for the Trick or Treat Trail on October 25, 2025 from 5pm to 8pm**

The City Secretary explained that this is a yearly item providing for the Trick or Treat Trail. A motion was made by Councilmember Tidwell and seconded by Councilmember McLaughlin to **APPROVE**.

FOR: Gilmon, Kalkhake

AGAINST: None

THE MOTION PASSED

**4. Hire Lampe Surveying, Inc. for Approx. \$2000 to Survey the Portion of Creek Property to Convey to Lisveth Galvan**

The City Secretary told council of conversations with the local business owner Lisveth Galvan regarding the danger of snakes and critters seen behind the restaurant. Ms. Galvan has paid to have a portion of the creek easement cleared to allow children to play safely as their parents enjoy the deck dining area. Ms. Galvan has agreed to pay half (1/2) of the cost of the survey. The survey will provide definition to a portion of the creek that council will consider conveying to the property owner. A motion was made by Councilmember McLaughlin and seconded by Councilmember Kalkhake to **APPROVE** having the survey completed.

FOR: Gilmon, Tidwell

AGAINST: None

THE MOTION PASSED

**5. Approve the Rescheduling of the November 2025 Regular Council Meeting Usually Held on the Second Tuesday of the Month (November 11, 2025) to Wednesday, November 12, 2025 to Avoid Conflicts with the Veteran's Day National Holiday**

The mayor told council that the November regular meeting is scheduled on the Veteran's Day holiday and that rescheduling would prevent any conflicts regarding attendance of the meeting. A motion was made by Councilmember Kalkhake and seconded by Councilmember McLaughlin to **APPROVE**.

FOR: Gilmon, Tidwell

AGAINST: None

THE MOTION PASSED

Council Meeting Adjourned at 6:31pm.


FOR: Gilmon, Kalkhake, McLaughlin, Tidwell

AGAINST: None



Mayor Karen Buck

ATTEST:

  
City Secretary Angela Harrington

**Mayor's Report**  
**August 7, 2025**

*Activities for the month of July included...*

\*Monthly Teams meeting with the Governor's Land Office, Langford Community Services, BEFCO Engineering, and city staff regarding movement forward for Water Well #5.

\*Attended monthly BVCAP meeting at the COG in Bryan.

\*Worked with Utility Manager and Engineer on Water Well #5 regarding water conservation during drilling processes; drafted the EverBridge information and press releases.

\*Met with Washington County Tax Appraiser and City Secretary to hear Appraiser's recommendations, ask questions. Follow up meeting with City Secretary as prepped information for Council.

\*Attended four county commissioner meetings this past month. Fruitful discussions continue to follow as well as work on strengthening ties between the city and the county.

\*Drafted letter for Friends & Neighbor's request from the city as they apply for a grant.

\*Met with Jane Hinze with Washington County Chamber of Commerce; City of Burton joined the Washington County Chamber of Commerce. Mayor invited to speak at "State of Community" event at Blinn that was hosted by the Chamber.

\*Met with Burton ISD Superintendent regarding back-to-school preparations and construction progress (city and school district).

\*Attended the Washington County Chamber's State of the Community with City Staff; gave speech.

\*Multiple emails and meetings with Grant Team involved with Knittel Lift Station rehab.

\*Wrote "Burton Matters" article for Banner Press.

\*Attended the listening event hosted by Washington County Commissioners at the Burton Fire Station.

\*Follow up conversations and emails with Texas Target Communities at Texas A&M regarding the city's application to their program.

\*Met with a citizen regarding BBM expansion and traffic issues in the neighborhood. Encouraged this citizen to speak with BBM Board regarding concerns. Also followed up with BBM via email. And – researched Council minutes from 2020 forward regarding City of Burton/City Council history with BBM and any decisions made between the two to have on file.

\*Prepared an application for Texas Water Development Board's AMPSS (Asset Management Program for Small Systems). Received the application via email on July 29, 2025. Application was returned by Utility Manager before noon on the same day. Email from TWDB confirmed receipt at 1pm on 7/29/2025. The City of Burton applied to the program (almost as quickly) in 2023; never received an email of acceptance or denial for program. So, we put in this second application.

***Total number of volunteer hours in the month of July – 72 hours***

## Secretary's Report

August 12, 2025

### 1) Explanation of Proposed Tax Rate.

These are the rates that are explained in the "Tax Rate Calculation Worksheet":

No New Revenue Rate – Maintenance & Operation	<u>\$0.043823</u>	
Interest & Sinking (Debt)	<u>\$0.242477</u>	Total NNR \$0.2863
No Voter Approval Rate - Maintenance & Operation	\$0.045357	
Interest & Sinking (Debt)	<u>\$0.336870</u>	Total NVAR \$0.382227
Proposed Tax Rate - Maintenance & Operation	<u>\$0.043823</u>	
Interest & Sinking (Debt)	<u>\$0.292477</u>	Total Proposed Rate \$0.3363

### 2) There have been some misunderstandings regarding the Washington County Sheriff Department's Report on activities within the City of Burton limits as opposed to the entire zip code. Here is a recap of the last several months sheriff activities WITHIN the city with 2024 data:

- a) April 2025 - 119 in Burton w/ 87 being officer initiated (remainder 32)
  - i) April 2024 – 89 w/72 (17)
- b) May 2025 – 156 in Burton w/ 123 being officer initiated (remainder 33)
  - i) May 2024 – 67 w/41 (26)
- c) June 2025 – 165 in Burton w/ 133 being officer initiated (remainder 32)
  - i) June 2024 - 36 w/21 (15)
- d) July 2025 – 140
  - i) July 2024 – 76 w/59 (17).

### 3) Regarding the Evidence Room Purge, over 20 weapons have been destroyed. And we finally found someone to help us get a Motions for Destruction on 4 large boxes of drugs and paraphernalia. District Attorney Derek Estep was very helpful when we did not receive any help from the County Attorney's office. Those boxes have been picked up by Officer Gonzales (Evidence Technician) of the Burleson County Sheriff's office on July 31 to be destroyed. The only thing remaining of the Evidence Room are 2 Sexual Assault Cases. We have checked with the District Attorney, as well as the Washington County Sheriff's office, and there are no pending cases, so those can now be destroyed also.

## AUGUST UTILITY REPORT:

1. WATER LOSS- 3.64%
2. NO TRASH COMPLAINTS
3. LEAD & COPPER ROUTINE MONITORING TEST- NEXT WEEK
4. 2780 & 1697 PRIVATE WATER LINE- STILL WORKING WITH RESIDENTS AND TXDOT
5. HAD DUSTIN CHANGE OUT SOME NON-WORKING/OUTDATED METERS
6. WATER WELL #5- 36 HR SHUT DOWN COMING AND WE ARE PREPARING FOR IT  
(DUSTIN DID PURCHASE AND INSTALL THE ALARM FOR THE TANKS TO KEEP AN EYE ON THINGS AND FOR THE FUTURE OF ALWAYS KNOWING WHERE STORAGE LEVELS ARE)
7. WATER DISPUTE PROTOCOL
8. WWTP GENERATOR IS ABOUT FINISHED SO THAT WILL BE UP AND RUNNING SOON

# System Totals Report

City of Burton

Water Pumped This Month	1,224,500 Gallons
Water Sold This Month	1,029,950 Gallons
Water Used for Fire and Flushing Line	150,000 Gallons
Water Loss	44,550 Gallons
Water Loss (%)	3.64 %

	Amount (\$)	# Of Accounts
Total Water	10,496.93	213
Total Sewage	8,441.75	182
Total GARBAGE	2,656.00	185
Total Late Charge	159.73	17
Total Adjustments	(2.04)	3
Total Other Charge	-10.00	1
<b>Total Current Charges</b>	<b>21,742.37</b>	<b>221</b>
Amount Past Due 1-30 Days	1,823.86	22
Amount Past Due 31-60 Days	910.16	12
Amount Past Due Over 60 Days	5,072.56	11
Amount Of Overpayments/Prepayments	(2,151.84)	41
<b>Total Receivables</b>	<b>27,397.11</b>	<b>232</b>

Total Receipts On Account	23,122.18	202
Net Change in Deposits	0.00	0
Amount of All Deposits	29,591.07	231
Amount of All Deposit 2	100.00	2
Turned Off Accounts (Amount Owed)	1,222.07	59
Collection Accounts (Amount Owed)	928.31	23
Number Of Unread (Turned On) Meters		13
Average Usage For Active Meters	4,498	229
Average Water Charge For Active Meters	49.28	213

Usage Groups	Gallons	# Of Accounts	Usage	Gallons	% Of Usage	% Of Sales
Over 50,000		2	357,700		34.73	1.99
40,001-50,000		0	0		0.00	0.00
30,001-40,000		0	0		0.00	0.00
20,001-30,000		3	77,300		7.51	3.41
10,001-20,000		10	146,100		14.19	6.42
8,001-10,000		3	27,600		2.68	1.91
6,001-8,000		9	62,480		6.07	5.18
4,001-6,000		23	114,240		11.09	11.70
2,001-4,000		57	168,380		16.35	26.21
1-2,000		88	76,150		7.39	33.25
Zero Usage		34	0		0.00	9.94
<b>Total Meters</b>		<b>229</b>	<b>1,029,950</b>		<b>100.00</b>	<b>100.00</b>



## **Protocol for water usage disputes:**

All disputes must go through City Hall, whether that be a phone call, email, and/or a visit in the office; directly to the utility manager. Decisions regarding a reasonable solution will be made between the Utility Manager and the Utility Contractor.

Resolutions for disputed water usage:

**-STEP 1: 5 Gallon bucket test;**

The Utility Contractor will evaluate the meter and do a 5-gallon bucket test to see if meter is reading correctly.

(First test is free; Any additional requests within a year will result in a \$25.00 charge to customers)

**--STEP 2: Mirror meter test;**

The Utility Contractor will install a second meter on the city's side of the line to see if the two meters mirror each other in usage.

(The customer will be charged \$30.00 per month for this test; with a 60-day max period for this test)

**---STEP 3: Calibration test;**

The Utility Contractor will send resident's meter for calibration to a third party to determine whether the meter is reading accurately.

(Resident will absorb cost of calibration if options 1-2 have been accurate and the calibration test comes back correct)

**----STEP 4: New meter;**

The Utility Contractor will replace existing water meter with a new meter.

(If all other tests have been accurate, the customer will be charged a minimum of \$250.00- cost of meter and labor)

Protocol effective: 08/12/2025

### **Explanation of Proposed Tax Rate.**

These are the resulting tax rates provided in the "Tax Rate Calculation Worksheet" completed by Dyann White of the Washington County Tax Appraisal District:

No New Revenue Rate –

Maintenance & Operation	<u>\$0.043823</u>	
Interest & Sinking (Debt)	\$0.242477	Total NNR \$0.2863

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No Voter Approval Rate (this is the highest rate that the COB could adopt without voter approval) -

Maintenance & Operation	\$0.045357	
Interest & Sinking (Debt)	\$0.336870	Total NVAR \$0.382227

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Proposed Tax Rate -

Maintenance & Operation	<u>\$0.043823</u>	
Interest & Sinking (Debt)	\$0.292477	Total Proposed Rate \$0.3363

The Proposed Rate is \$0.05 more per \$100 valuation than the No New Revenue Rate.

The Proposed Rate will result in \$50 more per \$100,000 evaluation.

## CURRENT AND PROPOSED TAX RATE

2024 NNR Rate – 0.297267

2025 Proposed Rate – 0.347267

### M & O – Added to the general budget for Maintenance and Operations

<u>CURRENT RATE</u>	<u>AMT RECEIVED</u>	<u>PROPOSED RATE</u>	<u>AMT EXPECTED</u>
(2024 No New Revenue)	Sept 2024 – July 2025	(2025 No New Revenue)	Sept 2025 – Aug 2026
<u>\$0.045349 (NNR) per \$100 value</u>	\$16,662	<u>\$0.043823 (NNR) per \$100 value</u>	\$16,843

### I & S (Interest & Sinking) – Used to make payment of debts

<u>CURRENT RATE</u>	<u>AMT RECEIVED</u>
(2024 No New Revenue)	Sept 2024 – July 2025
\$0.045349	\$109,041

<u>PROPOSED RATE</u>	<u>AMT EXPECTED</u>	<u>TOTAL DEBT PMTS DUE</u>	<u>COVERED BY I&amp;S RESERVES</u>
(2025 Rate)	Sept 2025 – Aug 2026	Sept 15, '25 & March 15, '26	
<u>\$0.292477 per \$100 value</u>	\$112,415	\$124,428	\$12,013

### City of Burton Debt Service

	Principle	Coupon	Interest	Debt Service	Monthly Payment	Annual Debt Service
09/15/2025						
Series 2016	\$40,000.00	2.50%	\$2,562.50	\$42,562.50		
Series 2025	\$14,000.00	3.65%	\$13,172.36	\$27,172.36	\$69,734.86	
03/15/2026						
Series 2016	\$41,000.00	2.50%	\$2,062.50	\$42,062.50		
Series 2025	\$0.00	3.65%	\$12,630.50	\$12,630.90	\$54,693.40	
						\$124,428.26
09/15/2026						
Series 2016	\$41,000.00	2.50%	\$1,562.50	\$42,562.50		
Series 2025	\$15,000.00	3.70%	\$12,630.50	\$27,630.50	\$70,193.00	
03/15/2027						
Series 2016	\$42,000.00	2.50%	\$1,050.00	\$43,050.00		
Series 2025	\$0.00	3.70%	\$12,353.00	\$12,353.00	\$55,403.00	
						\$125,596.00
09/15/2027						
Series 2016	\$42,000.00	2.50%	\$525.00	\$42,525.00		
Series 2025	\$70,000.00	3.70%	\$12,353.00	\$82,353.00	\$124,878.00	LAST PMT
03/15/2028						
Series 2025	\$0.00	3.70%	\$11,058.00		\$11,058.00	
						\$135,936.00
09/15/2028						
Series 2025	\$73,000.00	3.75%	\$11,058.00		\$84,058.00	
03/15/2029						
Series 2025	\$0.00	3.75%	\$9,689.25		\$9,689.25	
						\$93,747.25
09/15/2029						
Series 2025	\$76,000.00	3.80%	\$9,689.25		\$85,689.25	
03/15/2030						
Series 2025	\$0.00	3.80%	\$8,245.25		\$8,245.25	
						\$93,934.50
09/15/2030						
Series 2025	\$79,000.00	3.80%	\$8,245.25		\$87,245.25	
03/15/2031						
Series 2025	\$0.00	3.80%	\$6,744.25		\$6,744.25	
						\$93,989.50
09/15/2031						
Series 2025	\$82,000.00	3.85%	\$6,744.25		\$88,744.25	
03/15/2032						
Series 2025	\$0.00	3.85%	\$5,165.75		\$5,165.75	
						\$93,910.00
09/15/2032						
Series 2025	\$85,000.00	3.85%	\$5,165.75		\$90,165.75	
03/15/2033						
Series 2025	\$0.00	3.85%	\$3,529.50		\$3,529.50	
						\$93,695.25
09/15/2033						
Series 2025	\$89,000.00	3.90%	\$3,529.50		\$92,529.50	
03/15/2034						
Series 2025	\$0.00	3.90%	\$1,794.00		\$1,794.00	
						\$94,323.50
09/15/2034						
Series 2025	\$92,000.00	3.90%	\$1,794.00		\$93,794.00	LAST PMT
						\$93,794.00

## **Memorandum of Agreement (MOA)**

Between:

Texas A&M University on behalf of its  
**Texas Target Communities program**  
*College of Architecture*  
*College Station, Texas 77843-3137*

And

**City of Burton, Texas**  
*12200 E. Mulberry St.*  
*P.O. Box 255*  
*Burton, TX 77835*

This MOA ("Agreement") outlines a collaborative agreement between Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas, on behalf of its Texas Target Communities program ("TxTC") and the City of Burton, TX ("City").

The purpose of the collaboration is to assess wastewater infrastructure and provide recommendations on how to upgrade the system, and to collect community data and explore ideas to manage growth and support future development of a city planning document.

This Agreement defines the expectations, products, and the process for this project. TxTC will facilitate the process as part of an extended classroom exercise engaging students in the Department of Biological and Agricultural Engineering (BAEN) and the Department of Landscape Architecture and Urban Planning (LAUP) from the fall of 2025 through the spring of 2026. The benefit of the collaboration for Texas A&M will derive from the exposure of students to the complexities of real planning and community development choices faced by the City, over the course of multiple semesters.

The City will benefit by receiving assistance in the collection of data about current conditions and a set of recommendations in the form of reports, regarding how the City can effectuate and manage growth.

In consideration of the promises and of the mutual covenants and agreements described herein, the parties agree as follows:

Langford Architecture Center

3137 TAMU  
College Station, TX 77843-3137  
Tel. 979.845.7813 Fax 979.845.5121  
<http://lfc.arch.tamu.edu>

## **ARTICLES**

### ***Article 1. Purpose***

The purpose of this agreement is to recognize mutual interests between the City and TxTC. TxTC would both contribute to and benefit from the realization of these goals through faculty and student participation in "real world" projects by:

- providing useful service and assistance to the City in its decision-making process; enhancing the learning experience of the students of TxTC through service-learning opportunities;
- preparing TxTC students more effectively with the abilities and skills necessary to deal competently with the physical, social, cultural, economic and technical complexity and challenges embedded in real projects;
- advancing the body of knowledge of the professions represented within TxTC;
- developing a model of collaboration between Land Grant universities and local communities for enhancing professional educational programs in design, planning, and development.

Service projects undertaken by TxTC faculty and students are designed to provide recommendations and to generate ideas and principles for the City to use to move forward with its planning and development efforts. It is important to note that service projects are intended to assist the City in exploring a range of conceptual design and development alternatives before the City invests significant amounts of time and resources in professional project development.

The scope of work, as further described in Exhibit A, will not be substantially changed except as mutually agreed upon by both parties. Minor modifications to the scope that do not involve additional budget expenditures or changes to the products may be approved mutually by the Project Managers, memorialized in a MOA or letter format. Any additional work not specifically identified in the scope of work statement, but which is indicated during the course of the study will be separately negotiated and funded for an appropriate amount to be agreed upon by the City and TxTC.

### ***Article 2. Period of Performance***

The period of performance for this Agreement will begin on or about August 25, 2025 and will end on or about May 31, 2026. This period may be extended by mutual agreement of the parties in writing.

### ***Article 3. Consideration and Payment***

As consideration and compensation for TxTCs best efforts and performance under the terms of this Agreement, City agrees to pay TxTC a fixed-price amount of **\$8,300**. City will make payment in accordance with the following schedule within 30 days of receipt of TxTCs invoice:

Payment to the TxTC is to be made in accordance with the following payment schedule:

50% of total budget amount: 30 days after this MOA is signed by both parties;

50% of total budget amount: at the approximate halfway point of the project.

Payments will be made payable to: Texas Target Communities, and will be mailed to the following address: Texas Target Communities, Attention: Business Office. MS 3137 TAMU, College Station, TX 77843-3137.

Invoices will be submitted to City at the following address:

**City of Burton, Texas**

*12200 E. Mulberry St.*

*P.O. Box 255*

*Burton, TX 77835*

#### ***Article 4. Publicity***

City may not use the names or any adaptation of the names of TxTC, The Texas A&M University System, nor of any of its employees or Members, in any advertising, promotional, or sales literature without the advance written consent of SYSTEM in each case, unless connected with this Project. Nor will City indicate, directly or indirectly, any endorsement by TxTC, The Texas A&M University System or any part, Member, or branch thereof, of any products or services of City for any reason, without obtaining the express, prior written consent of TxTC. City will not use the name of TxTC, The Texas A&M University System, or any part, Member, or subdivision thereof, nor the names of any of their employees nor any adaptation thereof in any advertising, promotional or sales literature without prior written consent obtained from TxTC in each case.

Subject to the limitation in Article 5, all final files produced in connection with the Project will be considered to be jointly the property of Texas A&M University and the City. Each party shall have full permission and authority to use information gathered during the Project, or in publications of the Project, for noncommercial purposes, its own educational or municipal purposes, respectively, and no consent by the other party shall be necessary or required.

#### ***Article 5. Ownership of Work Product***

City acknowledges that TxTC cannot convey ownership of intellectual property as created by TxTC students under this Agreement. TxTC and City agree City shall have the right, subject to rights held by students or other third parties, to use all exhibits, maps, reports, analyses and other documents prepared or compiled by TxTC

pursuant to this Agreement. The City agrees that, absent separate assignment agreements executed by respective TxTC students, TxTC students will retain any IP ownership contained within the documents for this project.

#### ***Article 6. Publications***

TxTC will have the first right to publication of materials containing technical information produced under this Agreement. However, City will be furnished copies of all proposed publications or presentations in advance of the submission to a journal, editor, or other third party.

#### ***Article 7. Liability***

TxTC and City both enjoy sovereign and governmental immunity, respectively. By entering into this Agreement, neither TxTC nor City consents to suit, the waiver of their respective immunity, the right to claim such exemptions or privileges as may be provided by law, or the waiver of limitation as to damages under the Texas Tort Claims Act.

To the extent permitted by the Constitution and laws of the state of Texas, City and TxTC each individually agree to hold the other harmless from and against any and all claims, losses, damages, causes of action, suits, and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury or death of any person, for damage to any property, arising out of or in connection with the obligations pursuant to this Agreement.

#### ***Article 8. Warranty***

NEITHER TxTC, NOR ANYONE ACTING ON BEHALF OF TxTC, MAKES ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THE INFORMATION PROVIDED PURSUANT TO THIS AGREEMENT, WHETHER OR NOT CONTAINED IN ANY WRITTEN REPORT; OR THAT THE USE OF ANY DATA, INFORMATION, APPARATUS, METHOD, OR PROCESS DISCLOSED IN ANY REPORT MAY NOT INFRINGE PRIVATELY OWNED RIGHTS. NOR DOES TxTC, NOR ANYONE ACTING ON ITS BEHALF ASSUME ANY LIABILITY WITH RESPECT TO THE USE OF, OR FOR DAMAGES RESULTING FROM THE USE OF, ANY DATA, INFORMATION, APPARATUS, METHOD, OR PROCESS DISCLOSED PURSUANT TO THE WORK HEREUNDER. CONCERNING THE INFORMATION AND DATA SUPPLIED HEREUNDER, TxTC MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### ***Article 9. Disputes***



The parties will make every possible attempt to resolve in an amicable manner all disputes that might arise between the parties concerning the interpretation of this Agreement and the implementation thereof.

**Article 10. Governing Law**

The validity of this Agreement and all matters pertaining thereto, including, but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation, will be governed and determined by the laws of the State of Texas.

**Article 11. Termination**

This Agreement may be terminated by either party at any time provided that a written notice is given to the other party thirty (30) days in advance. However, such termination will not free City from obligation to pay for all services, orders, materials, or facilities committed in good faith prior to the effective date of termination.

**Article 12. Miscellaneous**

This Agreement constitutes the entire agreement between the parties relative to the subject matter, and supersedes all other prior or contemporaneous written or oral agreements between the PARTIES regarding the Project. This Agreement may be modified or amended only by a written agreement signed by both parties, except as otherwise specified herein.

It is understood by all parties that the process associated with this Agreement is specifically related to academic programs at Texas A&M University. Nothing within this Agreement shall interfere with a faculty member's academic freedom or the educational mission of Texas A&M University.

This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other party.

This Agreement is binding upon and will inure to the benefit of the parties hereto, their representatives, successors in interest and permitted assigns.

The failure of either party at any time to require performance by the other party of any provision of this Agreement will not affect the right to require such performance at any time thereafter nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

Independent Contractor. The Parties agree that each Party is independent, and not a partner, joint venturer, or agent of the other. The employees of each Party will not be

deemed the employees of the other Party for any reason whatsoever. Neither Party has any right or authority to commit the other, incur any obligation on behalf of the other, or represent to any person or entity that any such authority exists. For the avoidance of doubt, nothing in this Agreement establishes a joint venture or partnership.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, then such provision will be severed and will not affect the remainder of this Agreement.

IN WITNESS WHEREOF, the parties have executed this document on the day and year last specified below.

The Project Manager for City will be Karen Buck, Mayor of City of Burton.

The Project Coordinator for TxTC is: Jeewasmi Thapa, Texas Target Communities, College of Architecture, Scoates 101 B, College Station, Texas 77843-3137, [jthapa@arch.tamu.edu](mailto:jthapa@arch.tamu.edu).

**APPROVED:**

**City of Burton, Texas**

**Texas A&M University  
Texas Target Communities,  
College of Architecture**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**RESOLUTION NUMBER 20250812R**

**A RESOLUTION AUTHORIZING THE CLOSURE OF CITY AND  
STATE ROADS FOR A LESS THAN FOUR (4) HOUR DURATION  
FOR THE ANNUAL TRICK OR TREAT TRAIL**

**WHEREAS**, the City Council of the City of Burton has granted approval for the annual "Trick or Treat Trail" being a special event celebration on October 25, 2025; and

**WHEREAS**, the "Trick or Treat Trail" promotes tourism and has a positive economic effort thereby serving a public purpose; and

**WHEREAS**, given the very nature of Trick or Treating to be a walking door to door activity, the City of Burton authorizes the temporary closure of the downtown area which includes portions of Spur 125 and FM 390; and

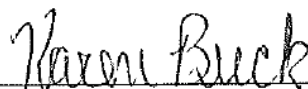
**WHEREAS**, certain Trick or Treat activities are planned to be held on segments of city and state streets; and

**WHEREAS**, the City Council of the City of Burton, Texas has determined that it is necessary for the preservation of the health, safety, welfare and good order of the city;

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

That the city has authorized the less than four (4) hour closure of roads as shown in the attached Exhibit A which provides the locations detour points where signs and/or barricades and the presence of Citizen on Patrol and/or Law Enforcement at each sign or barricade location to assist in the detour of traffic.

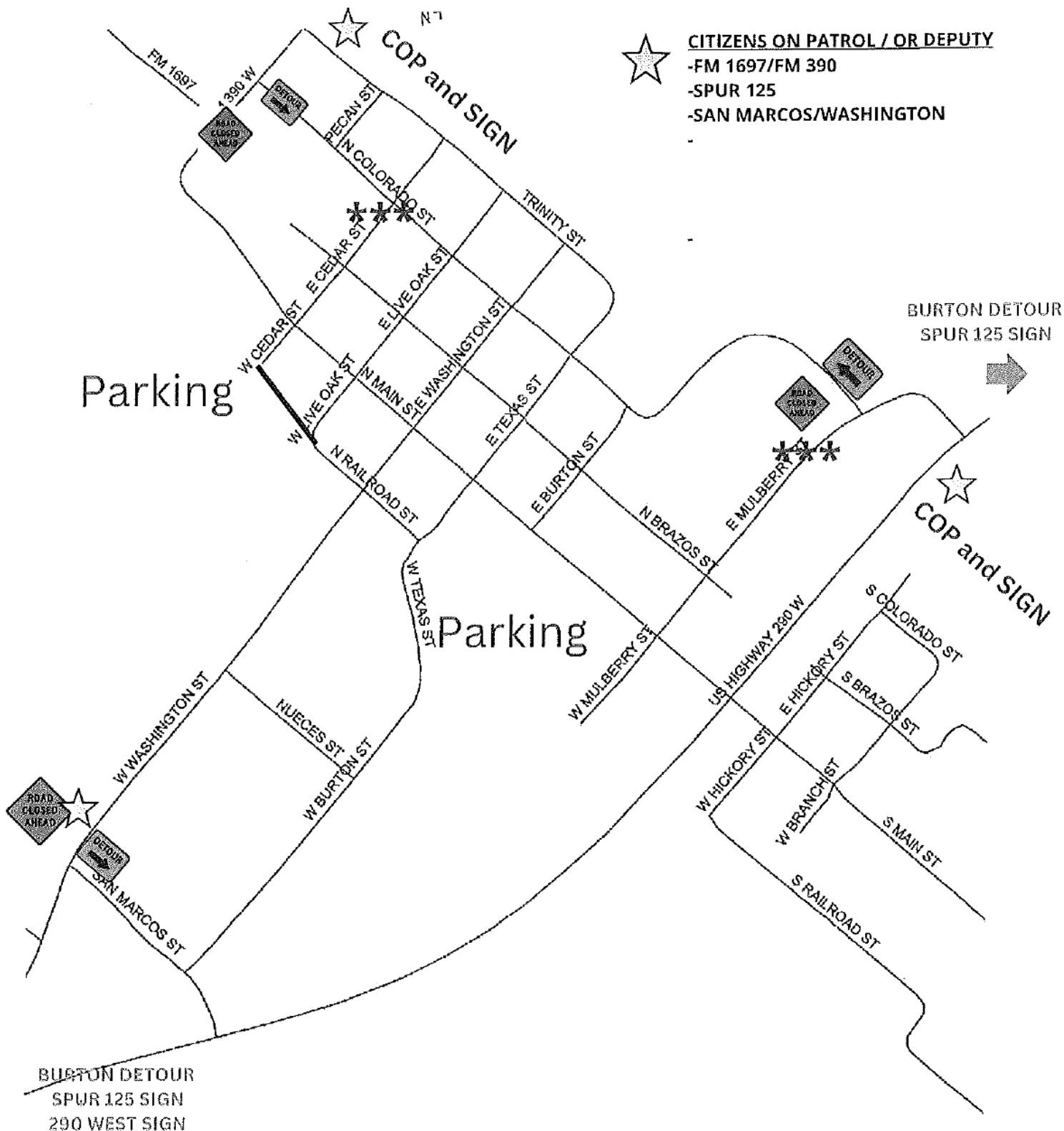
**PASSED, APPROVED AND ADOPTED THIS  
THE 12th DAY OF August, 2025.**

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

ATTEST:

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

# ROAD CLOSURES & CITIZENS ON PATROL



## CITIZENS ON PATROL / OR DEPUTY

- FM 1697/FM 390
- SPUR 125
- SAN MARCOS/WASHINGTON

## ROAD CLOSED BARRICADES FOR TRICK OR TREAT TRAIL

\*\*\*

- FM 1697/FM 390
- COLORADO/ E. MULBERRY ST
- WASHINGTON/SAN MARCOS

THESE ARE ARROW SIGNS FOR  
TRAIL TRAFFIC TO PARKING  
AREAS  
AT CEDAR/COLORADO  
AT MULBERRY/COLORADO