

City of Burnet City Council



Item Brief

Meeting Date

October 14, 2025

Agenda Item

Discuss and consider action: Resolution No. R2025-76: L. Kimbler

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING THE PROVISION OF WATER TAPS AND METERS FOR TWO HOUSEHOLDS LOCATED OUTSIDE THE EXTRATERRITORIAL JURISDICTION AND AUTHORIZING THE MAYOR'S EXECUTION OF SAID INSTRUMENTS ON BEHALF OF THE CITY.

Information

The subject tract of land is subject to a Water and Right-of-Way Easement, which allowed the placement of the water transmission line. The property is not located within a water certificate of convenience and necessity service area; therefore, the property owner has requested a water service connection from the City. The connection would be provided by tapping the water transmission line which runs through the property.

This agreement assures each tap and meter shall be sized as to only serve one household and provides that the meter shall be installed upon the landowner's payment of the stated impact and meter fees. Extension of the service line from the meter to the house will be at the landowner's expense. The agreement discloses the tap will be connected to a high-pressure line and assigns associated risks to the landowner, including the landowner's indemnification to the City for any damages or injury caused by the tap/water service connection. Additionally, the agreement states that part of the consideration for this agreement, the provisions of this water tap shall satisfy all obligations of the City, if any, under any previous agreements, easements, or other instrumentality.

Fiscal Impact

The City shall recover its costs associated with the installation of the water meter from the landowner. In addition, the landowner shall pay out-of-city usage fees each month based on water consumption.

Recommendation

Staff recommends approval of Resolution No. R2025-76 as presented.

RESOLUTION NO. R2025-76

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE PROVISION OF WATER TAPS AND METERS FOR TWO HOUSEHOLDS LOCATED OUTSIDE THE EXTRATERRITORIAL JURISDICTION AND AUTHORIZING THE MAYOR'S EXECUTION OF SAID INSTRUMENTS ON BEHALF OF THE CITY

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

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

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

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

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

Section One. Findings. The recitals set out above are hereby approved and incorporated herein for all purposes.

Section Two. Approval. The Water Service Utility Agreement, attachment hereto, is hereby approved.

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

Section Four. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

Section Five. Effective Date. That this resolution shall take effect immediately upon its passage, and approval as prescribed by law.

PASSED AND APPROVED on this the 14th day of October 2025.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary

WATER UTILITY SERVICE AGREEMENT

THIS AGREEMENT is made and entered into, as of the date stated below, by and between the City of Burnet, a Texas home rule municipality, (hereinafter called "City") and Richard and Valerie Wendt (hereinafter called "Customer").

WITNESSETH:

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

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

WHEREAS, in response to the service request City Council approved Resolution No. 2025-76 authorizing the City Manager to enter into a water service agreement with the Customer, provided that such agreement contain the terms that follow:

- (i) the agreement shall allow two standard taps for the Property (3/4" or 1" meter); and
- (ii) the service applicant shall pay all connection fees and a capital recovery fee equivalent to the community impact fees required for the connection; and
- (iii) the out of City water service rate shall apply; and
- (iv) the agreement shall provide for a waiver of claims against City for any damage sustained due to high water pressure; and
- (v) Customer acknowledges and agrees that part of the consideration for this agreement the provisions of this water tap shall satisfy all obligations of the City, if any, under any previous agreements, easements, or other instrumentality(hereinafter collectively "Instrument(s)"); customer shall not make any future claim for additional taps, water, or any other rights pursuant to any existing Instrument.

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

Part A. Establishment of Service.

- (1) The obligation of City to provide the Services is conditioned upon present rules, regulations and statutes of the United States of America, the State of Texas, Burnet County, the Lower Colorado River Authority; and the City of Burnet, as same may be amended from time to time. Customer acknowledges that if the rules, regulations, and statutes of the said entities that are in effect upon the execution date of this Agreement are repealed,

revised, or amended to such an extent that City becomes incapable of, or prevented from, providing the Services, then no liability of any nature is to be imposed upon City as a result of City's compliance with such legal or regulatory mandates, including, but not limited to the Lower Colorado River Authority's water conservation rules.

- (2) Each water tap and meter shall be installed within the existing water line easement. If the City deems additional easement is necessary for installation of the Water Tap(s) and Meter(s), Customer shall provide, at no cost to City, necessary easements on the Property as required for City Utility System to serve the Property. The Customer's mortgagee shall execute any and all necessary documents as may be necessary to accomplish same, and Customer shall be responsible for obtaining such execution by its mortgagee.
- (3) Customer shall be solely responsible for the construction and cost of any necessary water infrastructure to extend from the meter to the Property and within the Property.
- (4) City shall provide one standard tap and one $\frac{3}{4}$ " or 1" meter under this Agreement.
- (5) Prior to connection of service Customer shall make payment in full. For existing tap, customer shall pay the amount of the connection fee and Capital Recover fee; for new tap, the amount of \$5,501.50 as itemized in **Exhibit "C"**.
- (6) Customer shall be billed monthly for service and shall pay the "outside of city limits" rate as prescribed in City Code Chapter 110 Article II, as same may be amended from time to time.

Part B. Delivery of Service.

- (1) Water will be delivered to Customer at the point of delivery as determined by City. Although City will consult with Customer as to the most mutually beneficial point of delivery, final determination shall be at the sole discretion of City.
- (2) City does not guarantee any minimum or maximum water pressure. Customer shall be solely responsible for the regulation of water pressure and assumes any and all liability as a result of insufficient or excess pressure, including any damages that results from such pressures.
- (3) CUSTOMER ACKNOWLEDGES THAT THE POINT OF DELIVERY SHALL BE FROM A HIGH-PRESSURE TRANSMISSION LINE AND AGREES THAT CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR

ANY AND ALL DAMAGES CAUSED BY HIGH WATER PRESSURE TO ITS SYSTEM OR TO ANY PERSONAL OR REAL PROPERTY OR ALL INJURIES CAUSED TO ANY PERSON; AND CUSTOMER AGREES TO TAKE ALL NECESSARY STEPS TO REDUCE WATER PRESSURE AFTER THE POINT OF DELIVERY TO ELIMINATE THE POTENTIAL FOR SUCH DAMAGE.

- (4) The quality of water to be supplied and delivered by the City at the Point of Delivery shall meet the quality criteria prescribed by federal or state law for public water supply and specifically satisfy the TCEQ Drinking Water Standards Governing Drinking Water Quality and Reporting Requirements for Public Water Systems, 30 Tex. Admin. Code Chapter 290, Subchapter F, as currently in effect or as may be amended or superseded from time to time. Purchaser has satisfied itself that such Water is suitable for its needs.
- (5) Delivery, volume, and pressure of potable water to Customer under this Agreement is subject to and limited by the City's available water supply and water system treatment and transportation capabilities. The City shall have the right to curtail or ration service to Customer in times of high system demand, or temporarily curtailed in the same manner and to the same extent that the City imposes such curtailment or water rationing on other out of city customers of the City; and to curtail water service in the event of a required maintenance operation, replacement of capital facilities, or emergency for a reasonable period necessary to complete such maintenance operations or capital replacement, effect emergency repairs, Forced Outage, Planned Outage or otherwise respond to emergency conditions.

C. General Provisions.

- (1) This Agreement shall expire and be of no further force or effect on or after 11:59 p.m. on December 31, 2034.
- (2) Notwithstanding the foregoing, this Agreement shall be void, and of no further effect, should customer fail to pay all monetary amounts due hereunder within thirty (30) days of execution of this Agreement; moreover, the City may suspend or terminate services provided pursuant to this agreement should customer fail to comply with any requirement of this Agreement, or otherwise imperil public health and safety, by unsafe or wasteful use of water provided pursuant hereunder.
- (3) Customer may not assign or transfer this Agreement or the benefits provided herein.
- (4) Water service provided under this Agreement may only be used at the Property to serve the domestic needs of Customer.

- (5) Customer acknowledges and agrees that part of the consideration for this agreement the provisions of this water tap shall satisfy all obligations of the City, if any, under any previous agreement, easements, or other instrumentality (hereinafter collectively "Instrument(s)"); customer shall not make any future claim for additional taps, water, or any other rights pursuant to any existing Instrument.
- (5) TO THE EXTENT ALLOWED BY LAW AND TEXAS CONSTITUTION, THE CUSTOMER FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS SUCCESSOR AND ASSIGNS FROM ANY AND ALL CLAIMS OF THIRD PARTIES ARISING OUT OF: (1) ANY DAMAGE TO PROPERTY OR PERSONS CAUSED BY HIGH WATER PRESSURE; AND (2) ANY WORK PERFORMED BY CUSTOMER (OR ITS EMPLOYEES OR CONTRACTORS) DURING THE DESIGN AND CONSTRUCTION OF INFRASTRUCTURE UP TO THE TIME OF ACCEPTANCE BY CITY .
- (6) Any notice, request, demand, report, certificate or other instrument which may be required or permitted to be furnished to or served upon the parties shall be deemed sufficiently given or furnished or served, if in writing, and deposited in the United States mail, registered or certified, return receipt requested, addressed to such party at the address set forth below:
- If to City: City of Burnet
 % City Manager
 PO BOX 1369
 1001 Buchanan Drive, Suite #4
 Burnet, Texas 78611
- If to Customer: Richard and Valerie Wendt
 205 Post Mountain Road
 Burnet, Texas 78611
- (7) If for any reason any one or more paragraphs of this Agreement are held legally invalid, such judgment shall not prejudice, affect, impair, or invalidate the remaining paragraphs of the Agreement as a whole, but shall be confined to the specific sections, clauses, or paragraphs of this contract held legally invalid.
- (8) The Effective Date of this Agreement shall be the date signed by the authorized representative of City.
- (9) By signing this Agreement, the Customer represents and warrants that it holds legal title and ownership to the Property.

ACCEPTED AND AGREED TO IN ALL THINGS:

CITY

CITY OF BURNET

By: _____
David Vaughn, City Manager

Date: _____
(Effective Date)

CUSTOMER

RICHARD WENDT

Date: _____

VALERIE WENDT

Date: _____

Exhibits “A”, “B” and “C” attached.

	2	
	1	
DATE	NO.	DESCRIPTION
REVISIONS		

Sign Envelope ID: 219A1DCE-AC5A-4363-92D1-06FE1741F706



Exhibit "C"



Richard Water Taps

ACCOUNT TO CHARGE

DATE

8/25/2025

PROJECT

Richard Water Taps

PREPARED BY:

JT

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
2	16 X 1 TAP SADDLE - For DI	\$255.00	\$510.00
2	1" CORP STOP	\$100.95	\$201.90
50	1" POLY	\$0.65	\$32.50
2	1" CTS X ML ANGLE STOP	\$40.00	\$80.00
2	Single Meter Box	\$70.25	\$140.50
8	Hourly Technician	\$28.60	\$228.80
8	Hourly Technician	\$28.60	\$228.80
8	Hourly Crew Leader	\$31.25	\$250.00
1	8 Hour Service Truck	\$100.00	\$100.00
1	8 Hour Backhoe	\$270.00	\$270.00
1	8 Hour Dump Truck	\$320.00	\$320.00
12	Yards Sand	\$10.00	\$120.00
2	Impact fee	\$1,084.50	\$2,169.00
2	Connection Fee	\$425.00	\$850.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
SUBTOTAL			\$5,501.50
OTHER			
TOTAL			\$5,501.50

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:

All quotes are good for 30 days