

CITY OF BURTON

COUNCIL MEETING MINUTES

A Regular and Workshop Meeting of the Burton City Council at 5:30 p.m. was held on TUESDAY, JULY 11, 2023, in the Burton City Hall at 12200 E. Mulberry Street Spur 125, Burton, Texas.

Members Present:

Mayor Karen Buck

Councilmember Paul McLaughlin

Councilmember Nathan Kalkhake

Councilmember Tommie Gilmon

Councilmember Jeff Eckhardt

Councilmember Macey Tidwell

Members Absent: None

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

Citizens Present: Joan Rogers, Jerri Linke, Josh Blaschke (KWHI), Lucas Banda (Banner Press), Jason Jaster, Ned Ross, Jonathan Nelson and Billy & Amy Jasinski

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 Presentations

Jerry Linke asked Council when W. Mulberry street would be repaired. Councilmember Nathan Kalkhake stated that now that baseball season has ended, he will volunteer to try to get that done as soon as possible.

Jason Jaster spoke to Council reminding them of the years of service he has given to the city and his history as the city's lawn service provider of mowing and edging. He expressed his concern over the several times that the city has gone out for bidding on the services he has provided but understands that things frequently change. He also stated that he is concerned about the weed killer traditionally used but will continue to protect himself.

CONSENT AGENDA

- (1) **Minutes of the June 13, 2023 Regular Meeting & the July 3, 2023 Special Meeting**
- (2) **Financial Reports-Revenue & Expenditures**
- (3) **Mayor's Report** – Attached
- (4) **City Secretary's Report** – Attached
- (5) **Utility Report** – Rachel Belvin informed council that the equipment and parts needed to put in the W. Washington lift station have arrived and Dustin, the city's utility contractor, will be picking them up from Waco by the end of the week with installation taking place sometime in the following week.
- (6) **BBCC Report** – Councilmember Paul McLaughlin informed Council of several things regarding the BBCC:
 - Councilmember Macey Tidwell has found a possible source of funding to assist with the cost of painting the recently completed fence extension.
 - There is still discussion about moving the flag pole and placing a panther statue in the place of the broken drinking fountain that is on a petrified wood monument.
 - A meeting of the BBCC Committee will take place at City Hall on July 26th at 6pm.

A motion was made by Councilmember Kalkhake and seconded by Councilmember McLaughlin 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. Approving a Contract for Services to Maintain City Owned Property regarding Groundskeeping & Vegetation Management

Several Councilmembers commented and there was discussion regarding the various differences in the bids or quotes provided by 4 different lawn and groundskeeping service providers. It was decided to award the Contract to the second lowest bidder. A motion was made by Councilmember McLaughlin and seconded by Councilmember Eckhardt to **APPROVE** and award the Contract to Jason Jaster.

FOR: Gilmon, Kalkhake, Tidwell

AGAINST: None

The motion passed.

2. Approving a Contract between the City of Burton and Brenham ISD for Assessment and Collection Services for Property Taxes and Authorizing Washington County Chief Appraiser, Dyann White, to Calculate the City of Burton Tax Rate

City Secretary, Angela Harrington, explained the purpose for this item being the approaching retirement of Tax Collector Rosa Blum. Burton ISD has or will be contracting with Brenham ISD and the Washington County CAD to make a central, single place for property tax collection. The contract also appoints Chief Appraiser Dyann White to calculate the city's tax rate. A motion was made by Councilmember Gilmon and seconded by Councilmember McLaughlin to **APPROVE**.

FOR: Eckhardt, Kalkhake, Tidwell

AGAINST: None

The motion passed.

3. Approve the Purchase of a Laptop Computer for Mayoral Use

Mayor Karen Buck explained the need for a separate laptop for city use outside of the office that would enhance cybersecurity regarding city passwords and sensitive information versus using her personal laptop for city business. This laptop will be passed to future Mayors. A motion was made by Councilmember Eckhardt and seconded by Councilmember Kalkhake to **APPROVE**.

FOR: Gilmon, McLaughlin, Tidwell

AGAINST: None

The motion passed.

4. Approve a Resolution Appointing the Washington County Emergency Management Coordinator as the City of Burton Emergency Management Coordinator

Mayor Karen Buck explained her dive into past Ordinances and Resolutions. She discovered that the city needs to make an official statement that whomever holds the position of Emergency Management Coordinator for Washington County will also be appointed to the same position with the City of Burton. A motion was made by Councilmember Gilmon and seconded by Councilmember McLaughlin to **APPROVE**.

FOR: Eckhardt, Kalkhake, Tidwell

AGAINST: None

The motion passed

5. Approve Amended Budgets for Fiscal Year 2023-2024 Reflecting Actual Income and Expenses of the First Quarter of the Fiscal Year

The City Secretary explained that this is a quarterly task to amend the budgets. A motion was made by Councilmember McLaughlin and seconded by Councilmember Gilmon to **APPROVE**.

FOR: Eckhardt, Kalkhake, Tidwell

AGAINST: None

The motion passed

6. Discussion on Competing City Policies (BBCC Resolution 20171211A & Laas-Weeren Park Commission Ordinance 20220809)

Mayor Karen Buck explained that the resolution creating the “Burton Beautification and Compliance Committee” was incomplete and that the committee is no longer functioning in the stated purpose. She also pointed out that the Laas-Weeren Park Ordinance adopted in August of 2022 created a Commission for overseeing the park but has never been activated. It is believed that there is possibly a way to combine the two into one beneficially functioning unit. It became apparent that discussion on this matter could take a significant amount of time. A motion was made by Councilmember McLaughlin and seconded by Councilmember Gilmon to **TABLE** any continued discussion for a Council Workshop. It was determined that the workshop would take place at City Hall on Tuesday, July 25, 2023 at 5:30pm.

FOR: Eckhardt, Kalkhake, Tidwell

AGAINST: None

The motion passed

Presentation by Chief Billy Jasinski Regarding the Burton Volunteer Fire Department

Chief Jasinski shared with Council about recent activities and training opportunities that the department has taken part in. He also told of the department’s excitement to have the 2 new bays at the FM 1697 station and the new truck to soon replace an aging one. Routine training for members of the department takes place on the 2nd Thursday of the month with the monthly meetings being on the last Tuesday of the month. He encouraged everyone to support the volunteer fire department on Sunday, October 8th, for the yearly fundraiser. Amy Jasinski also spoke on the involvement of the fire departments auxiliary. Both inspired others as they talked about their involvement with the volunteer fire department and all that the organization represents.

Mayor Karen Buck reminded those in attendance of the coming scheduled city meetings:

- BBCC – at City Hall on Wednesday, July 26, 2023 at 6pm
- City Council Workshop – at City Hall on Tuesday, July 25, 2023 at 5:30pm
- City Council Regular Meeting - at City Hall on Tuesday, August 8, 2023 at 5:30pm

The Meeting was adjourned at 6:22 pm.

FOR: Eckhardt, Gilmon, Kalkhake, McLaughlin, Tidwell

AGAINST: None

Attest:



Mayor Karen Buck



City Secretary Angela Harrington

Mayor's Report - July 2023

This past month's activities -

+Attended a two day event (June 14-15) hosted by the Texas Division of Emergency Management (TDEM) regarding FEMA Finance Training at the Washington County Fairgrounds. Valuable training regarding disasters. Topics covered included declaration of a disaster, accounting, tracking, procurement, and documentation. Received information about how to apply for grants from TDEM. Outcomes from this training included -

*Need for a city laptop to take to meetings offsite from city hall (think portable "city hall"), manage information in time of disaster, and general awareness of keeping city business off of my personal laptop computer. While the city does have a desktop in the mayor's office, it limits my ability to do city work to just while inside the walls of city hall and during city hall hours.

*Awareness of the benefits of networking with our Washington County Emergency Management Coordinator, Bryan Ruemke as well as Troy Keller, TDEM County Liaison Officer for Washington County.

*Awareness of grants available for needed city projects...like an emergency generator for the sewer plant and flood mitigation for Indian Creek.

+Attended another TDEM training for Elected Officials (Mayors of Burton and Brenham) at Brenham's City Hall (June 20) Overview of TDEM's structure, daily situation reports, grants, etc.

+Received update on Chamber of Commerce activities from Susan Kiel regarding welcome sign at Burton Park Project fields, way finding signs on 290, as well as past application made for an Economic Development Corporation for Burton.

+Registered for TDEM Grant Training (Required) for Wednesday, July 12 (online Zoom)

+OPENED a grant application with TDEM for funding for an emergency generator for the sewer plant. (Waiting for Dustin to return my phone call on 6/29/23 in regards to specs for an emergency generator).

+Created a protocol for use when/if/should the Water Well fail. Copies are located in City Hall and in Council Packets tonight.

+Created an Information Wall/Grid regarding projects that the city is working on. This is located on the wall in the meeting room.

+Met with Council member Paul McLaughlin and BOCC member Linda Zajicek (July 5) regarding city policy(ices).

+Went door-to-door checking on several vulnerable residents in South Burton during the most recent heat wave, specifically with home that may/may not have AC.

+Followed up with Burton Bridge Ministry and their efforts to assist a resident in South Burton with housing and moving into new housing.

+Met with insurance agent Chase Patton with Texas Municipal League and Angela regarding the city's insurance policy with/through them. (July 5)

+REMINDER to ALL City Council Officials - Completion of the Open Meetings Act Training as well as Public Information Act Training needs to be completed within 90 days of election to office. For those newly elected, that date is Friday, August 4. Please give your certificates of training completion to Angela before that date. If you would like a refresher on those two Acts, you may find links for training on the Texas Municipal League's website.

+REMINDER to ALL City Council Officials -

One of the most difficult aspects of the Open Meetings Act results from the fact that communications between a quorum of a city council about public business, no matter the forum or the time, constitute a "meeting" to which the Open Meetings Act applies. As a result, city council members have generally been advised to avoid commenting, for instance, on social media sites related to city business if the discussion will ultimately involve a quorum...

Stiff penalties are provided for violations of the Open Meetings Act. A council member or any other person who participates in an illegal closed meeting can be punished by a fine of \$100 to \$500, confinement in the county jail for one to six months, or both. The same penalty can be applied to a council member who has a prohibited series of communications. For instance, using the telephone or email to poll other council members or meeting with them individually to deliberate over some matter of city business that will be deliberated among a quorum of council members could violate the Act. The actions taken by a city council in an illegal meeting are voidable, and a court may assess costs of litigation and reasonable attorney's fees incurred by a party who substantially prevails in an action brought under the open meetings law.

(Texas Municipal League's: A guide to Becoming a City Official. July 2019. p. 42)

This is in the binder that you received in at the City Council meeting in the month of June.

As mayor, I will remind you and us all that no more than TWO elected city officials may gather privately or publicly, as three city officials constitutes a quorum of the City Council.

Protocol for Water Well Failure Burton, Texas

In all likelihood, citizens will either call City Hall or the Emergency Contact number (or both). Thank them for the call and take note of the issue(s) or description of problem.

- 1 - Call Water Well Service Provider. Describe the issue.
- 2 - Call Mayor, Mayor Pro-Tem, City Secretary
- 3 - Call Washington County Emergency Management Coordinator
- 4 - Call Burton Volunteer Fire Department Chief about the well failure
- 5 - Draft a script for Everbridge to let citizens know that the City of Burton is aware of the failure and working on it.

SAMPLE - Hello. This is (Name). I am (state position) at City Hall. Briefly describe/summarize the problem. Let residents know what we are currently doing to address the issue. Let residents know if we had to enact the Stage 3 Draught Contingency Plan OR if the city is making arrangements to have water trucked in. Let residents know that we will give an update in next 24-72 hours.

Contact List effective June 29, 2023

Water Well Service Provider - Dustin Lozano -979-739-1706

Mayor Karen Buck - 979-530-2708

Mayor Pro-Tem Nathan Kalkhake - 979-203-7656

City Secretary - Angela Harrington - 979-877-8434

Washington County Emerg. Management Coordinator- Bryan Reumke
979-353-7683

Burton Volunteer Fire Department Chief - Billy Jasinski - 979-451-0908

Effective July 5, 2023

Secretary's Report

July 11, 2023

1. On Thursday, June 15th, I attended a Texas Water Development Board Meeting on Financial Assistance Programs. It gave me a better understanding of the different programs available through the TWDB.
2. Auditors from Medack & Oltmann will be here Thursday, July 13, to complete the audit of the Fiscal Year 2022-2023.

**STATE OF TEXAS
COUNTY OF WASHINGTON**

CONTRACT FOR ASSESSMENT AND COLLECTION SERVICES

On this the _____ day of _____, _____, the Brenham Independent School District (hereinafter called "Brenham ISD") and the **City of Burton** (hereinafter called "Taxing Unit"), enter into the following agreement:

Purpose

The parties to this contract wish to provide for the assessment and collection of property taxes by one entity, Brenham ISD, under the provisions of §6.24 of the Property Tax Code.

Term

This contract shall be effective from October 1, 2023, through January 1, 2024, and thereafter for yearly terms commencing on January 1 of each year and ending on December 31 of each year, until terminated by one or more of the parties pursuant to the termination provisions of this contract.

Appointment of Tax Assessor-Collector

The Taxing Unit hereby designates the Chief Appraiser of the Washington County Appraisal District as its tax assessor for the purpose of compliance with Chapter 26 of the Texas Property Tax Code, as amended. In addition, the parties agree that the Chief Appraiser of the District shall perform all the duties required by law of the tax assessor-collector of the Taxing Unit in regard to assessing and collecting ad valorem taxes.

Services to be Performed

Brenham ISD shall collect the ad valorem property taxes owing to the Taxing Unit. Brenham ISD further agrees to perform for the Taxing Unit all the duties provided by the laws of the State of Texas for the collection of said taxes.

Brenham ISD shall perform all the functions set out in the definitions of the contract. Brenham ISD agrees to prepare tax statements for each taxpayer. Brenham ISD shall mail said tax statements to each taxpayer within the Taxing Unit.

Assessment and Collection Records

The Taxing Unit agrees to transfer to the possession and control of Brenham ISD, without charge, copies of all records necessary for the performance of the duties and responsibilities of Brenham ISD pursuant to this contract. These records shall include all tax records, including delinquent tax rolls or records available to the Taxing Unit.

Employment of Counsel and Authorization to Institute Legal Actions

The Taxing Unit expressly authorizes Brenham ISD to employ by contract legal counsel for the collection of delinquent taxes for a fee not exceeding that allowed by law. Payment of counsel shall be made from the delinquent taxes, penalties, and interest collected. The Taxing Unit expressly authorizes such counsel to institute and prosecute delinquent tax suit and any other required legal actions on behalf of the Taxing Unit to collect its taxes.

Audit

Brenham ISD agrees to permit auditors engaged by the Taxing Unit to annually audit its assessment and collection expenditures and its collection of taxes for the Taxing Unit during the life of this contract. Such independent certified public accountant shall report directly to the Taxing Unit.

Surety Bond

Brenham ISD agrees to maintain a surety bond for the Chief Appraiser and staff to assure proper performance of the tax assessing and collection functions provided for in this contract. Such bond shall be payable to the Taxing Unit.

Remittance of Tax Collections

Brenham ISD agrees to pay over to the Taxing Unit the taxes, penalties, and interest collected by deposit into a depository selected by the Taxing Unit. Such payments shall be made not more often than once a day nor less often than once a week during the entire collection year. A report of each deposit will be completed to show the amount and distribution of monies deposited. This report will be forwarded to the Taxing Unit monthly.

Payment for Services

The Taxing Unit agrees to pay Brenham ISD the cost of performing the assessment and collection services. The cost of assessment and collections services furnished to all taxing units for which Brenham ISD performs such services shall be allocated among such taxing units proportionally. The Taxing Unit agrees to pay Brenham ISD according to the following formula:

Brenham ISD shall multiply the entire budgeted cost for assessment and collection services as approved in its annual budget for the upcoming year by a fraction for each taxing unit whose taxes it assesses and collects. The fraction for the Taxing Unit shall be equal to the Taxing Unit's prior year tax levy divided by the total of the prior year levies of all taxing units for which Brenham ISD collects for the upcoming year. The fraction so derived shall represent the proportion of the assessment and collection budget due from the Taxing Unit. Such proportionate share of the assessment and collection expenses shall be payable to Brenham ISD by the Taxing Unit in equal quarterly installments due on or before December 31st, March 31st, June 30th, and September 30th of each year or portion of the year for which this contract is in effect.

In the event that after December 31 of each collection year the audit indicates that actual expenditures exceeded the revenue received under this provision of this contract each participating taxing unit shall be obligated to pay to Brenham ISD its proportionate share of the additional actual expenses incurred using the same fraction determined above for the tax year. In the event that actual expenditures are less than the revenues for any year the excess revenue received by Brenham ISD shall be credited against the next quarterly payment due of the succeeding collection year. Should this agreement no longer be in force as to any taxing unit, Brenham ISD agrees to refund to such unit any such share of unexpended revenues by January 1 of the collection year after the year for which the payments were made.

In the event that the Taxing Unit fails to adopt its tax rate, or fails to notify Brenham ISD of its tax rate, in time for its taxes to be included on the combined statement prepared for that year, Brenham ISD shall calculate the cost of preparing, mailing and processing separate tax statements for the Taxing Unit. Brenham ISD shall forward to the Taxing Unit its notification of these costs for the separate statements and their processing and the Taxing Unit agrees to pay such costs within thirty days of receiving the notice from Brenham ISD.

In the event that the Taxing Unit is subject to a successful tax rate rollback election requiring the printing and distribution of new tax statements and the processing of refunds, the Taxing Unit agrees to reimburse Brenham ISD within thirty days after notices from Brenham ISD of the costs of providing these additional statements and processing these refunds.

If the Taxing Unit shall, in any year in which this contract is in effect, elect to allow discounts on current year taxes under Section 31.05 of the Property tax Code, Brenham ISD shall calculate the actual additional costs of assessment and collection attributable to such allowance by all taxing units allowing discounts that year. Such additional costs shall be born proportionally by the Taxing Unit and any other taxing units which allow discounts. Each such taxing unit's share of these additional costs is calculated according to the ratio of its prior year levy to the combined levies of all such units. Such additional costs will not be allocated to all taxing units as described in the paragraph above, but shall be borne exclusively by the units allowing discounts.

All revenue received from the sale of tax certificates by Brenham ISD shall be retained by Brenham ISD as revenue to be applied against its assessment and collections expense budget for the year in which it is received.

Termination

This Contract may be terminated by either party effective on August 31 of any year upon proper notice to the other party. In order for notice to be effective, it must be received by the other party not later than the first day of June of that year.

The parties may in writing agree at any time to any other termination procedure which is mutually acceptable.

Nonliability for Failure to Collect

Brenham ISD shall not be liable to the Taxing Unit for failure to collect any tax, penalty or interest under any provision of this Contract.

Definitions

For the purposes of this Contract, the terms "assessment" and "collections" shall include the following: calculation of tax rate, preparation of current and delinquent tax roll, correction of clerical errors in tax roll, collection of current liabilities, collection of delinquent taxes, issuance of tax refunds, issuance of tax certificates, calculation of an effective tax rate required by Section 26.04 of the Property Tax Code, and will include all reports that are to be filed with the State Comptroller and mail all statements of back assessment and rollback taxes to taxpayers that are subject to additional taxes. The term "assessment" shall not include those functions defined as "appraisal" by the Property Tax Code.

IN WITNESS WHEREOF, these presents are executed by the authority of the governing bodies of the respective parties hereto on the dates shown.

BRENHAM INDEPENDENT SCHOOL DISTRICT

CITY OF BURTON

President, Board of Trustees

Karen Beck

Mayor

Date: _____

Date: 7/12/2023

RESOLUTION NUMBER 20230711

RESOLUTION 20230711

A RESOLUTION ESTABLISHING AN EMERGENCY MANAGEMENT PROGRAM FOR THE CITY OF BURTON AND APPOINTING AN EMERGENCY MANAGEMENT COORDINATOR

WHEREAS, the City of Burton by City Ordinance No. 82103, and Washington County by Commissioners Court Order dated August 19, 2003, have established similar programs of comprehensive emergency management which includes the mitigation, preparedness, response and recovery phases of emergency management; and

WHEREAS, the City of Burton finds that vulnerability to many potential hazards is shared by residents of the City of Burton and the unincorporated portions of Washington County; and

WHEREAS, the City of Burton further finds that the common goal of emergency management between the City and Washington County can best be achieved through and an organization which shares the combined resources of the City and the County; and

WHEREAS, the contemplated action is specifically authorized by the aforementioned Ordinance and Court Order;

WHEREAS, a Joint Resolution dated August 19, 2003 established the Washington County Emergency Management organization which consists of officers and employees of the City of Burton and of Washington County as designated in an interjurisdictional emergency management plan, together with such organized volunteer groups as that plan may specify; and

BE IT THEREFORE RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BURTON, TEXAS, that the WASHINGTON COUNTY EMERGENCY MANAGEMENT COORDINATOR is hereby appointed as the Emergency Management Coordinator of the City of Burton, Texas. Bryan Ruemke currently holds the position. The City of Burton Emergency Management Coordinator shall coordinate all aspects of the Washington County program of comprehensive emergency management, including the preparation and maintenance of an interjurisdictional emergency management plan for the City of Burton in accordance with this resolution.

RESOLVED THIS THE 12th DAY OF July, 2023.

Karen Buck
Karen Buck, Mayor

ATTEST:

Angela Harrington
Angela Harrington, City Secretary