

CITY OF BURTON
COUNCIL MEETING MINUTES

A Regular Meeting of the Burton City Council at 5:30 p.m. was held on
TUESDAY, MARCH 11, 2025, in the Burton City Hall
at 12200 E. Mulberry Street Spur 125, Burton, Texas.

Members Present:

Mayor Karen Buck

Councilmember Jeff Eckhardt

Councilmember Nathan Kalkhake

Councilmember Tommie Gilmon

Councilmember Paul McLaughlin

Members Absent: Councilmember Macey Tidwell

Others Present: City Secretary Angela Harrington, Utility Clerk Rachel Belvin, Bradley Loehr (BEFCO Engineering), and Officer Jacob H. Faske (#7141).

Citizens Present: Sarah Forsythe (Banner Press), Josh Blaschke (KWHI), Chuck & Debra Johnson, Tiffany Eckhardt, Susan Kiel, Susie Tommaney, Lauren Ross, Hannah Krebs, Darrell Kieke, Lori & Lucas Barbara, Jane Hinze, Joy Fuchs, Virginia Roberts, Barbara Goldberg, & Terri Roberts.

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

Public Hearing on the City's 2025 – 2026 Budgets (General & Water/Sewer)

No Comments

Citizen Presentations

1. Lauren Ross read comments on the reasons that she and her husband, Ned, came to be in Burton and their hopes for moving forward to all residents working together to make Burton a great place to live.

2. Susan Kiel reminded everyone of Ranger Day on March 15th.

3. Susie Tommaney expressed her appreciation for the city's elected officials. She went on to ask council to consider changing the meter reader contract to a different way of reading meters: bi-monthly instead of monthly. She feels that would alleviate some utility costs.

4. Joy Fuchs (Past County Commissioner) – She has helped the Friends & Neighbors by writing grant application for moneys to improve the ball park and is looking forward to the future of Burton.

CONSENT AGENDA

(1) **Minutes of the February 11, 2025 Regular Meeting**

(2) **Financial Reports-Revenue & Expenditures**

(3) **Mayor's Report – Attached**

(4) **City Secretary's Report – Attached**

(5) **Utility Report – Attached**

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

FOR: Eckhardt, Kalkhake

AGAINST: None

The motion passed.

UPDATES:

2021-2022 TDA CDBG – An Amendment has been filed to use remaining funds available.

GLO Water Well #5 – Bid packets will be or have been published. Bids will be opened on April 2, 2025 with the formal hiring of the contractor at the April 8, 2025 Council Meeting.

2023-2024 TDA CDBG & 2025-2026 TDA CDBG – No Updates at this time.

2025 Texas Water Development Board DWSRF Project Information Form (PIF) – The PIF has been submitted. In a few months, the city will be either asked to submit a formal application or informed that the project was not accepted.

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

1. The 2025–2026 City of Burton General & Water/Sewer Budgets & Ordinance 20250311 Establishing the Budgets for the Fiscal Year

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

FOR: Kalkhake, McLaughlin

AGAINST: None

The motion passed.

2. Establishing A City Ball Park License & Use Agreement with Friends & Neighbors of ~~Washington County Little League~~

Darrell Kieke addressed Council regarding a rumor and asked that Council clarify. He said that it has been circulating that the City was going to require Friends & Neighbors to pay for the \$23K+ water used from the past. The Mayor explained that the water that was used in the past had been donated by the City to the Ball Park since 2005 when Steve Miller was the mayor. The City Secretary assured all in attendance that repayment of the donated water had never been mentioned inside of City Hall in relation to this agreement. It was just a rumor. A motion was made by Councilmember Kalkhake and seconded by Councilmember Eckhardt to **APPROVE** the Agreement.

FOR: Gilmon, McLaughlin

AGAINST: None

The motion passed.

3. An Engagement Letter as Submitted by Medack & Oltmann to complete the 2024 – 2025 Fiscal Year Audit

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

FOR: Eckhardt, Gilmon

AGAINST: None

The motion passed.

4. A Contract between the City of Burton and Josh Guelker for Meter Reader Services

The contract presented has an Indemnification Clause that the past contract lacked. There was discussion regarding Ms. Tommaney’s comments earlier in the meeting. There were questions and comments posed. A motion was made by Councilmember Eckhardt and seconded by Councilmember Gilmon to **APPROVE** the Contract with corrections including a Contract Term Phrase of 2 years and reflecting the current amount of \$500 paid for the service.

FOR: Kalkhake, McLaughlin

AGAINST: None
The motion passed.

5. Resolution 20250311A Adopting a Water Conservation Plan

Mayor Buck explained that an up-to-date plan is needed in order to be eligible for the TWDB funds if our PIF is accepted and a full application is requested. A motion was made by Councilmember Kalkhake and seconded by Councilmember McLaughlin to **ADOPT**.

FOR: Gilmon, Eckhardt
AGAINST: None
The motion passed.

6. The 2024-2025 Washington County Appraisal District's Proposed Budget (This is not required by WCAD unless Council chooses to VETO the WCAD Proposed Budget.)
No action taken.

7. Review New Protocols for Water Outages & Water Well Failure

The protocols were adapted to include steps that were used in the last few months in events of outages or failure. The documents were reviewed and discussed. No further action taken.


Council Meeting Adjourned at 7:15pm.

FOR: Eckhardt, Gilmon, Kalkhake, McLaughlin,
AGAINST: None



Mayor Karen Buck

ATTEST:



City Secretary Angela Harrington

Mayor's Report
March 4, 2025

Activities for the month of February 2025 included...

*Engineering meeting for Water Well #5 with Bradley (BEFCO), Dustin, & Angela

*Met with Washington County Emergency Management Coordinator Bryan Ruemke regarding pre-planning for Water Well #5 construction.

*Met with Regina Earles, Grant Coordinator, Community Development & Revitalization, Texas Government Land Office regarding the Resilient Communities Program (and the "\$300,000 grant"). Details were reported at the end of the January 2025 Mayor's Report as they were pertinent to last month's information sharing.

*Added a Hazard Mitigation Goal for the City of Burton to the 2024-2029 Washington County Hazard Mitigation Plan. Goal submitted to Washington County Emergency Management Coordinator on 2/18/25. Mitigation goal's focus is the city's water system/infrastructure. Copy of the goal is included in tonight's packet.

*Attended the monthly meeting with the GLO, Langford Community Grant Management, BEFCO Engineering regarding updates to Water Well #5 timeline.

*Met with BEFCO, Langford Community Grant Management, & Olson & Olson regarding updates on funding to rehab/rebuild Knittel Lift Station.

*Crisis management during Water Well #4 outage on Thursday, February 6. Included multiple conversations day of/day after with TDEM, Washington County Emergency Management, Commissioner Majewski, TCEQ, Banner Press, KWHI, etc

*Met with PGMS regarding the cost of hauling water for the city; NOT a viable option for the city. (Information/details are in the Water Well Outage Protocol)

*Updated both Water Well Outage Protocol & Water Outage Protocols to reflect tiered response in communication (emergency management, media, community leadership). These are included in tonight's packet of information.

*Visited with bank personnel at Citizens State Bank to thank them for assisting the City of Burton for providing the certificates of obligation for Water Well #5.

*Submitted a letter of intent with Texas Target Communities (with Texas A&M University) to assist the City of Burton to update its Comprehensive Plan.

*Picked up an extra-large dog kennel at Brenham Animal Services; delivered to Burton ISD; spent the next 2 weeks attempting to trap the dogs that have been a nuisance on campus. Caught 1 dog; hauled to Brenham Animal Services for evaluation.

*Met with Mayor Pro-Tem Nathan regarding the contract with Friends & Neighbors. At that point, contract information was “dated” as it reflected city services as they were in August 2024; updated the contract and sent back to city attorney. City received and returned the contract in the same day (2/21).

*With Rachel’s assistance with the numbers/usage, wrote a Water Conservation Plan for the City of Burton. This plan is required as part of the Project Information Form (PIF) for the Texas Water Development Board that the city is submitting to address the main water line serving downtown, Burton ISD, several businesses, and more than 30 households. The Water Conservation Plan is included in tonight’s packet.

*Researched information for the PIF and submitted it to Langford Community Grant Management & BEFCO Engineering. Ongoing process of research over weeks as the PIF is due on March 7.

*Continued research on water & sewer history, events, and ordinances in the historical council minutes.

*Attended Washington County Day at the State Capitol in Austin with other elected officials, School Districts, Washington County Chamber of Commerce, Burton Chamber of Commerce & Chappell Hill Chamber of Commerce. Scooped ice cream for legislative officials and staffers.

*Met with Sheriff Holloway and other representatives with the Washington County Sheriff’s Department regarding the items left in the Evidence Room. We have a plan forward.

Total volunteer hours for February – 101
Total volunteer hours for January – 93.25

**Additional Mitigation Objective
For
The City of Burton**

Action: Identifying and establishing new, available water supplies and improving city's water infrastructure

Hazard: Drought, Wildland Fire, Water Well Failure

Background: Locate and establish new alternative water supplies to supplement current water availability will help to lessen the local vulnerability to drought or water well failure

Benefits: Having additional water supplies can assist the city during periods of drought or water well failure by ensuring water customers of access to fresh, potable water as well as the city's ability to keep a reserve on hand for fire-fighting.

Priority: High

Estimated cost: \$3.5 million

Responsible organization: City of Burton Utilities

Target completion date: 2030

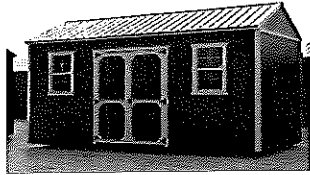
Funding sources: Local funds, grants

Updated February 19, 2025
Sent to Bryan Ruemke for the
Washington County Hazard
Mitigation Goals

Secretary's Report

MARCH 11, 2025

- Given the fact that it is a **courtesy** for land owners to bring their plans to council with council having no real authority, here are two (2) things I'd like to make you aware of:
 - Ms. Lori Owen at 12401 E. Cedar St. has contacted City Hall regarding moving a 12x20 Utility/Storage Shed onto her property. This is a pic of the building.



A VERSATILE AND PRACTICE
STORAGE SOLUTION

Derksen Utility and Side Utility

- The Burton Bridge Ministry has plans to build a new building to house the food pantry since they have sold the "corner shoppe" on Main St. This is a rendering of the building they are building at 315 N. Brazos. Also, a layout of the interior of the building is attached.



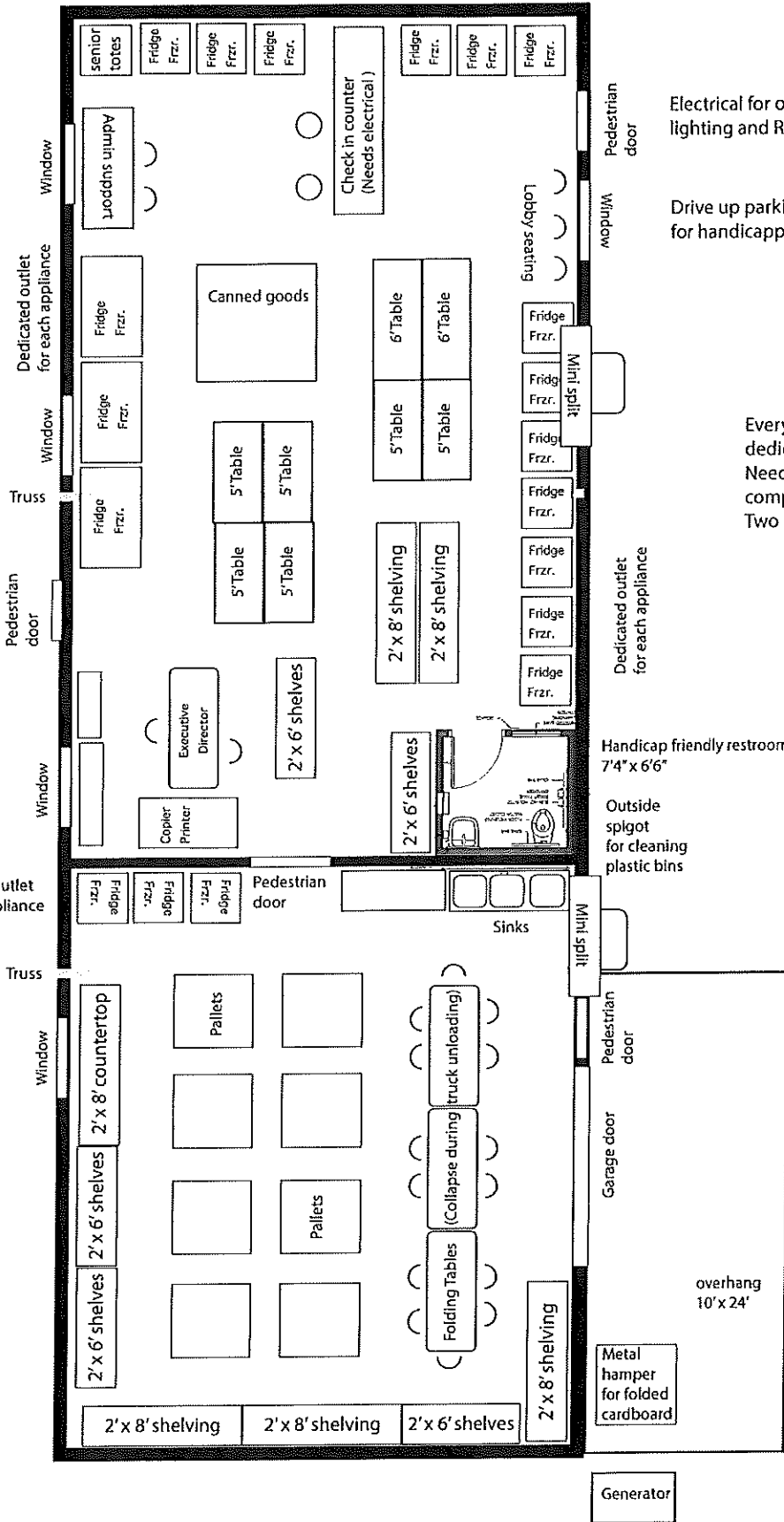
- In regards to the Utility Rate Study's:
 - I have completed the Water System Rate Study with it indicating that a small increase of the per thousand amount will be needed.
 - The Wastewater System Rate Study is more complicated and it appears that the wastewater rate structure will need to be changed. I have contacted Nathan Cantrell with the Texas Rural Water Association to help me to be sure I am reading the spreadsheet correctly.
 - So... any ordinance on the utility rates will need to wait until April so I can get complete clarification on the wastewater.

PROPOSED BRIDGE MINISTRY FOOD PANTRY BUILDING

Burton Food Pantry
72' x 26' metal building

Dedicated outlet
for each appliance

Dedicated outlet
for each appliance



Electrical for outdoor lighting and Ring camera

Drive up parking for handicapped shoppers

Every freezer/refrigerator needs a dedicated outlet
Need overhead lighting plus computer outlets where indicated
Two mini splits

Aligns to existing steps
We will build pathway connecting steps to door

Executive Director office
Outlets for computer, printer, phone, Ring, shredder, office accessories

Dedicated outlet for each appliance

Handicap friendly restroom
7'4" x 6'6"

Outside spigot for cleaning plastic bins

overhang
10' x 24'

Generator

PROJECT	PERSONEL COSTS					EQUIPMENT COSTS					MATERIAL COSTS					Project Cost
	Employee	Employee Rate w/fringe	Hours	Wages	Equipment	Equipment Code	Equipment Rate	Equipment Cost	Item	Quantity	Unit Price	Cost				
300 Feet E Cedar Street (Main St - N Brazos St)	Equipment Operator III	33.50	8	\$268.00	Belly Dump Truck/Trailer	8637	\$40.53	\$324.24	Grade 1/2 Base	161	TN	\$25.80	\$4,151.80			
	Equipment Operator III	33.50	8	\$268.00	Belly Dump Truck/Trailer	8637	\$40.53	\$324.24	SS-1	27	GAL	\$2.70	\$72.90			
	Equipment Operator IV	36.00	6	\$216.00	Grader	8331	\$116.57	\$699.42	Water	80	GAL	\$0.005	\$0.40			
	Equipment Operator III	33.50	6	\$201.00	Roller	8219	\$64.05	\$384.30	AC-10	575	GAL	\$3.15	\$1,811.25			
	Equipment Operator III	33.50	6	\$201.00	Truck Water Tanker	8614	\$40.76	\$244.56	302 Type B Grade 3	10	TN	\$48.00	\$480.00			
	Equipment Operator III	33.50	3	\$100.50	Soil Stabilizer	8656	\$214.97	\$644.91	302 Type PB Grade 4	7	TN	\$95.00	\$665.00			
	Equipment Operator IV	36.00	8	\$288.00	Distributor Truck	8582	\$34.66	\$277.28								
	Equipment Operator IV	36.00	6	\$216.00	Chip Spreader	8423	\$94.46	\$566.76								
	Equipment Operator III	33.50	6	\$201.00	Dump Truck	8724	\$96.03	\$576.18								
	Equipment Operator III	33.50	6	\$201.00	Dump Truck	8724	\$96.03	\$576.18								
	Equipment Operator I	29.50	6	\$177.00	Street Sweeper	8157	\$184.20	\$1,105.20								
				\$2,337.50				\$5,723.27					\$7,183.55			
	Brandie Lane (FM 1697 - City Limits)	Equipment Operator III	33.50	16	\$536.00	Belly Dump Truck/Trailer	8637	\$40.53	\$648.48	Grade 1/2 Base	344	TN	\$25.80	\$8,875.20		
		Equipment Operator III	33.50	16	\$536.00	Belly Dump Truck/Trailer	8637	\$40.53	\$648.48	SS-1	57	GAL	\$2.70	\$153.90		
		Equipment Operator IV	36.00	10	\$360.00	Grader	8331	\$116.57	\$1,165.70	Water	172	GAL	\$0.005	\$0.86		
Equipment Operator III		33.50	8	\$268.00	Roller	8219	\$64.05	\$512.40	AC-10	1,227	GAL	\$3.15	\$3,865.05			
Equipment Operator III		33.50	8	\$268.00	Truck Water Tanker	8614	\$40.76	\$326.08	302 Type B Grade 3	22	TN	\$48.00	\$1,056.00			
Equipment Operator III		33.50	4	\$134.00	Soil Stabilizer	8656	\$214.97	\$859.88	302 Type PB Grade 4	15	TN	\$95.00	\$1,425.00			
Equipment Operator IV		36.00	8	\$288.00	Distributor Truck	8582	\$34.66	\$277.28								
Equipment Operator IV		36.00	4	\$144.00	Chip Spreader	8423	\$94.46	\$377.84								
Equipment Operator III		33.50	4	\$134.00	Dump Truck	8724	\$96.03	\$384.12								
Equipment Operator III		33.50	4	\$134.00	Dump Truck	8724	\$96.03	\$384.12								
Equipment Operator I		29.50	4	\$118.00	Street Sweeper	8157	\$184.20	\$736.80								
				\$2,970.00				\$6,321.18					\$15,376.01			
HOT MIX LEVEL/UP W Washington Street		Equipment Operator IV	36.00	4	\$144.00	Grader	8331	\$116.57	\$466.28	Hot Mix Asphalt	50	TN	\$115.50	\$5,775.00		
		Equipment Operator III	33.50	4	\$134.00	Pneumatic Roller	8219	\$64.05	\$256.20							
		Equipment Operator III	33.50	4	\$134.00											
DITCH DIGGING S Main Street				\$412.00				\$722.48					\$6,909.48			
	Equipment Operator IV	36.00	8	\$288.00	Grudall	8288	\$120.67	\$965.36								
	Equipment Operator III	33.50	8	\$268.00	Dump Truck	8723	\$78.59	\$628.72								
			\$556.00				\$1,594.08						\$2,150.08			

PROJECT	PERSONEL COSTS					EQUIPMENT COSTS					MATERIAL COSTS					Project Cost
	Employee	Employee Rate w/fringe	Hours	Wages	Equipment	Equipment Code	Equipment Rate	Equipment Cost	Item	Quantity	Unit Price	Cost				
CHIP SEAL																
San Marcos Street (N Washington St - Hwy 290)																
860 Feet	Equipment Operator IV	36.00	8	\$288.00	Distributor Truck	8582	\$34.66	\$277.28	SS-1	77	GAL	\$2.70	\$207.90			
	Equipment Operator IV	36.00	4	\$144.00	Chip Spreader	8423	\$94.46	\$377.84	Water	113	GAL	\$0.005	\$0.57			
	Equipment Operator III	33.50	4	\$134.00	Dump Truck	8724	\$96.03	\$384.12	AC-10	634	GAL	\$3.15	\$1,997.10			
	Equipment Operator III	33.50	4	\$134.00	Dump Truck	8724	\$96.03	\$384.12	302 Type PB Grade 4	17	TN	\$95.00	\$1,615.00			
	Equipment Operator I	29.50	4	\$118.00	Street Sweeper	8157	\$184.20	\$736.80								
	Equipment Operator III	33.50	4	\$134.00	Pneumatic Roller	8219	\$64.05	\$256.20								
				\$952.00				\$2,416.36					\$3,820.57	\$7,188.93		

MARCH UTILITY REPORT:

1. NO TRASH COMPLAINTS
2. WATER LOSS IS AT 6.78%- WHICH IS GOOD
3. WORKING ON SEWER RATES FOR THE NEW FISCAL YEAR- WILL HAVE THOSE DONE BY THIS WEEK.
4. WORKING ON WATER LOSS AUDIT- DUE MAY 1ST
5. LEAK REPAIRED ON W. LIVE OAK WITHTOUT NEEDING A BOIL WATER NOTICE- THANKS DUSTIN!

******SOME NUMBERS ON WATER & SEWER CONNECTIONS TO KEEP IN MIND******

3- CUSTOMERS NOT ON CITY WATER SYSTEM
6- CUSTOMERS IN ETJ ON CITY WATER SYSTEM

16- CUSTOMERS WITHOUT SEWER CONNECTIONS
- 7 CUSTOMERS WITHOUT A SEWER CONNECTION ON <1.5 ACRES
- 3 CUSTOMERS WITHOUT SEWER CONNECTION ON LAND ONLY (NO DEVELOPMENT)
- 6 CUSTOMERS WITHOUT A SEWER CONNECTION ON >1.5 ACRES

System Totals Report

City of Burton

Water Pumped This Month	1,513,700 Gallons
Water Sold This Month	1,211,080 Gallons
Water Used for Fire and Flushing Line	200,000 Gallons
Water Loss	102,620 Gallons
Water Loss (%)	6.78 %

	Amount (\$)	# Of Accounts
Total Water	10,821.10	214
Total Sewage	7,137.60	188
Total GARBAGE	2,698.00	188
Total Late Charge	217.87	25
Total Adjustments	168.00	2
Total Current Charges	21,042.57	222
Amount Past Due 1-30 Days	2,477.97	30
Amount Past Due 31-60 Days	1,380.85	18
Amount Past Due Over 60 Days	4,837.36	12
Amount Of Overpayments/Prepayments	(1,863.93)	47
Total Receivables	27,874.82	234

Total Receipts On Account	21,206.27	191
Net Change in Deposits	0.00	0
Amount of All Deposits	29,022.15	226
Amount of All Deposit 2	100.00	2
Turned Off Accounts (Amount Owed)	2,083.44	56
Collection Accounts (Amount Owed)	1,686.68	24
Number Of Unread (Turned On) Meters		9
Average Usage For Active Meters	5,289	229
Average Water Charge For Active Meters	50.57	214

Usage Groups	Gallons	# Of Accounts	Usage Gallons	% Of Usage	% Of Sales
Over 50,000		2	425,600	35.14	2.27
40,001-50,000		0	0	0.00	0.00
30,001-40,000		2	64,900	5.36	1.32
20,001-30,000		3	77,000	6.36	2.36
10,001-20,000		9	118,470	9.78	6.55
8,001-10,000		9	82,060	6.78	5.54
6,001-8,000		15	101,240	8.36	8.24
4,001-6,000		25	126,180	10.42	12.55
2,001-4,000		45	131,450	10.85	19.44
1-2,000		87	84,180	6.95	33.28
Zero Usage		32	0	0.00	8.46
Total Meters		229	1,211,080	100.00	100.00

ORDINANCE 20250311

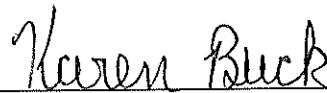
**AN ORDINANCE OF THE CITY OF BURTON, TEXAS
ESTABLISHING THE BUDGET FOR THE FISCAL YEAR OF 2025-2026**

WHEREAS, prudent management and statutory requirements mandate that the business of the City of Burton be conducted in strict accord with an overall financial plan;

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

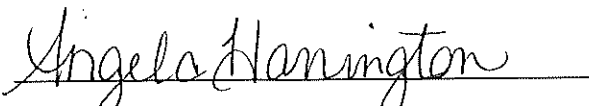
The City Council of Burton anticipates revenue and expenditures for the fiscal year of 2025-2026 as projected and set forth in the attached Exhibit A, City of Burton Budget, and Exhibit B, City of Burton Water & Sewer Budget for the fiscal year beginning April 1, 2025 and ending March 31, 2026.

PASSED AND APPROVED this the 11th day of March, 2025.



Karen Buck, Mayor

ATTEST:



Angela Harrington, City Secretary

FY 25-26 PROPOSED GENERAL FUND BUDGET

9:29 AM
03/06/25
Accrual Basis

City of Burton, Texas
Profit & Loss Budget Overview
April 2025 through March 2026

	Apr - Jun 25	Jul - Sep 25	Oct - Dec 25	Jan - Mar 26	TOTAL Apr '25 - Mar ...
Ordinary Income/Expense					
Income					
Franchise Tax Income	99.47	98.81	101.46	12,149.24	12,448.98
Interest Income	695.08	612.31	517.20	1,037.43	2,862.02
Mixed Beverage Taxes	1,004.20	889.36	668.15	1,066.48	3,628.19
Other Income	6,345.96	5,086.12	4,112.55	5,054.70	20,599.33
Property Tax Revenue (M&O)	3,552.57	1,168.25	14,226.60	7,244.88	26,192.30
Sales Tax Income	37,232.75	31,876.10	35,184.62	65,697.87	169,991.34
Grant	0.00	0.00	0.00		0.00
Total Income	48,930.03	39,730.95	54,810.58	92,250.60	235,722.16
Gross Profit	48,930.03	39,730.95	54,810.58	92,250.60	235,722.16
Expense					
Employee Health Reimburse...	450.00	450.00	450.00	450.00	1,800.00
Washington County Sherriff ...	3,750.00	3,750.00	3,750.00	3,750.00	15,000.00
Accounting & Auditing	0.00	0.00	12,500.00		12,500.00
Advertising & Public Notice	1,015.92	402.75	155.00	774.62	2,348.29
Contract Labor	0.00	0.00	0.00	100.00	100.00
Copy Machine Lease	360.00	360.00	360.00	360.00	1,440.00
Dues & Subscriptions	1,112.07	344.73	301.25	1,767.50	3,525.55
Education	0.00	125.00	100.00		225.00
Election	3,377.61	0.00	0.00		3,377.61
EMS Expense	0.00	0.00	0.00		0.00
Insurance & Workmans Comp	1,332.50	1,332.50	1,332.50	1,332.50	5,330.00
Legal & Professional Fees	1,798.50	4,565.00	3,040.00	4,000.00	13,403.50
Mayor & Council Expense	0.00	0.00	0.00		0.00
Miscellaneous & Unforeseen	0.00	0.00	0.00	1,500.00	1,500.00

FY 25-26 PROPOSED GENERAL FUND BUDGET

City of Burton, Texas

Profit & Loss Budget Overview

April 2025 through March 2026

9:29 AM
03/06/25

Accrual Basis

	Apr - Jun 25	Jul - Sep 25	Oct - Dec 25	Jan - Mar 26	TOTAL Apr '25 - Mar ...
Postage	73.00	83.99	73.00	94.40	324.39
Reconciliation Discrepancies	0.00	0.00	0.00		0.00
Repair & Maintenance					
Weeren Park	225.00	225.00	225.00	225.00	900.00
Repair & Maintenance - Other	750.00	750.00	750.00	750.00	3,000.00
Total Repair & Maintenance	975.00	975.00	975.00	975.00	3,900.00
Security Expense	105.00	105.00	105.00	105.00	420.00
Street Light Expense	1,551.03	1,551.03	1,551.03	1,551.03	6,204.12
Street Repair	40,000.00	0.00	0.00		40,000.00
Supplies - Office	322.86	662.87	194.17	207.98	1,387.88
Supplies - Operating & Other	272.50	699.73	1,168.47	1,228.38	3,369.08
Tax Collection Fees	561.66	561.66	561.66	561.66	2,246.64
Telephone & Communications	269.55	269.55	269.55	269.55	1,078.20
TMRS Contributions	12.00	12.00	12.00	12.00	48.00
Travel & Mileage	204.15	110.59	272.02	225.82	812.58
Utilities	463.00	671.27	587.01	535.52	2,256.80
Wages & Payroll Taxes	7,961.82	7,024.05	8,618.87	7,606.22	31,210.96
Total Expense	65,968.17	24,056.72	36,376.53	27,407.18	153,808.60
Net Ordinary Income	-17,038.14	15,674.23	18,434.05	64,843.42	81,913.56
Other Income/Expense					
Other Income					
Debt Service Fund Revenues					
Property Tax Revenues (DSF)	7,106.07	2,587.70	76,211.46	38,476.93	124,382.16

City of Burton, Texas
Profit & Loss Budget Overview
April 2025 through March 2026

	Apr - Jun 25	Jul - Sep 25	Oct - Dec 25	Jan - Mar 26	TOTAL
	Apr '25 - ...				Apr '25 - ...
Interest Income (DSF)	469.06	458.09	384.22	487.69	1,799.06
Total Debt Service Fund Revenues	7,575.13	3,045.79	76,595.68	38,964.62	126,181.22
Total Other Income	7,575.13	3,045.79	76,595.68	38,964.62	126,181.22
Other Expense					
Transfers Out				0.00	0.00
Debt Service Expenditures					
Bond Payment	0.00	54,000.00	0.00	41,000.00	95,000.00
Interest on Bond Payment	0.00	15,734.86	0.00	14,694.00	30,428.86
Total Debt Service Expenditures	0.00	69,734.86	0.00	55,694.00	125,428.86
Total Other Expense	0.00	69,734.86	0.00	55,694.00	125,428.86
Net Other Income	7,575.13	-66,689.07	76,595.68	-16,729.38	752.36
Net Income	-9,463.01	-51,014.84	95,029.73	48,114.04	82,665.92

CITY OF BURTON WATER & SEWER
Profit & Loss Budget Overview
 April 2025 through March 2026

9:25 AM
 03/06/25
 Accrual Basis

	Apr - Jun 25	Jul - Sep 25	Oct - Dec 25	Jan - Mar 26	TOTAL Apr '25 - Mar 26
Ordinary Income/Expense					
Income					
DEPOSIT FOR WATER & SEWER	400.00	650.00	610.00	150.00	1,810.00
GARBAGE REVENUES	8,487.00	8,487.00	8,487.00	8,487.00	33,948.00
WATER & SEWER REVENUES	56,644.58	55,933.83	55,057.12	57,314.64	224,950.17
Total Income	65,531.58	65,070.83	64,154.12	65,951.64	260,708.17
Gross Profit	65,531.58	65,070.83	64,154.12	65,951.64	260,708.17
Expense					
CONTRACT LABOR	13,350.00	13,350.00	13,350.00	13,350.00	53,400.00
DUES & SUBSCRIPTIONS				1,175.00	1,175.00
FEES & PERMITS			1,803.70		1,803.70
GARBAGE & COLLECTION COST	7,503.00	7,503.00	7,503.00	7,503.00	30,012.00
INSURANCE & PROPERTY LIABILITY	1,488.75	1,488.75	1,488.75	1,488.75	5,955.00
LAB TESTING FEES	2,532.00	1,977.67	1,604.00	1,711.67	7,825.34
LEGAL & PROFESSIONAL FEES	11.40	11.40	11.40	11.40	45.60
POSTAGE	356.97	414.24	443.00	380.00	1,594.21
REPAIR & MAINTENANCE	27,381.86	17,390.69	21,732.63	20,583.42	87,088.60
SUPPLIES - OFFICE			180.26	32.35	212.61
SUPPLIES - OPERATING & OTHER	7,352.94	6,041.17	4,013.25	4,334.44	21,741.80
Telephone	139.74	139.74	139.74	139.74	558.96
TRAVEL & MILEAGE	55.88				55.88
UTILITIES EXPENSE	3,045.10	4,976.33	5,482.37	5,088.06	18,591.86
WAGES & PAYROLL TAXES	5,619.75	4,656.29	6,079.06	5,321.93	21,677.03
WATER&SEWER DEPOSIT REFUND	150.00	174.36	319.84	339.84	984.04
Total Expense	68,987.39	58,123.64	64,151.00	61,459.60	252,721.63
Net Ordinary Income	-3,455.81	6,947.19	3.12	4,492.04	7,986.54
Net Income	-3,455.81	6,947.19	3.12	4,492.04	7,986.54

CITY BALLPARK LICENSE AND USE AGREEMENT

between

THE CITY OF BURTON, TEXAS

and

BURTON FRIENDS & NEIGHBORS, INC.

This City Ballpark License and Use Agreement (the "Agreement") is made as of March 11, 2025, (the "Effective Date") between **the City of Burton, Texas**, an incorporated municipality and owner of the City Ballpark and **Burton Friends & Neighbors, Inc.**, a non-profit organization in the State of Texas.

RECITALS

WHEREAS, Burton Enterprises, LTD., a Texas Limited Partnership, acting through WTR Investments, LLC, Sole General Partner, acting by and through Wayne T. Roberts, Managing Member, deeded 6.834 acres of property (the "Property") within the City of Burton, Texas, in Washington County, more particularly described in **Exhibit A** attached hereto and incorporated herein, to the City of Burton, Texas (the "City"); and

WHEREAS, the City Council accepted the deeded Property on or about November 13, 2002; and

WHEREAS, Burton Friends & Neighbors, Inc. (the "Licensee"), through prior agreement with the City, constructed improvements on the Property as of March ____, 2025 consisting of the following:

1. Two ballfields, including dugout structures and covered spectator stand structures;
2. Two batting cages;
3. One sand volleyball court;
4. One concession stand with bathroom facilities;
5. One storage building;
6. Two electronic scoreboards;
7. Two turfed infields;
8. One covered playground;
9. Thor lightning alert system;
10. Two flagpoles; and
11. Granite blocks and wood fencing along parking lot; and

WHEREAS, Licensee desires to continue its maintenance and use of the Property in a similar manner and under certain outlined conditions; and

WHEREAS, the City has determined that Licensee's maintenance and athletic programs will benefit the Public and the Property; and

WHEREAS, in exchange for the maintenance, the City intends to waive certain costs for Licensee to conduct its athletic programs and maintenance of the Property during the Term of this Agreement; and

WHEREAS, Section 51.015 of the Texas Local Government Code authorizes the City to lease property within the municipality; and

WHEREAS, the City and Licensee desire to enter into this Agreement to outline and solidify the terms of the use of the Property.

WHEREAS, the City and Licensee desire to enter into an Agreement with certain stipulations that allows the Licensee to construct (that will involve digging) an agriculture well for water to be used for all non-potable purposes in and around the Property.

In furtherance of the foregoing, the City and Licensee agree as follows:

ARTICLE I

Term

The Term of this Agreement begins on Effective Date and shall continue for a period of Five (5) years or until either party to this Agreement terminates the Agreement pursuant to Article IX. The Agreement, without modifications, will automatically renew at the end of each Five (5) year term for a Term total not to exceed Ninety-nine (99) years.

ARTICLE II

No Cost Sharing

This City will not share in or reimburse any costs of the field maintenance or other improvement construction or repair and will not make any expenditure pursuant to this Agreement except as otherwise stated in this Agreement or separately executed by written contract between the parties. Licensee will bear all such costs and any other costs actually incurred by Licensee in the performance of its obligations under this Agreement.

ARTICLE III

No Assignment

Licensee shall not assign or transfer this license or otherwise assign its duties under this Agreement to another entity, individual, or corporation without the written agreement of the City. Any Assignment or transfer without a written agreement with the City shall be void. Article III shall not prohibit Licensee from contracting with individuals, entities, or firms to assist in maintenance or repair of improvements already existing on the Property. Furthermore, Licensee may contract with individuals, entities and or firms to construct necessary structures for the improvement and betterment of the Property. For example, Licensee may contract for mowing services and authorize repair to the existing sprinkler system. Licensee may not contract for additional improvements on the Property without first obtaining written consent from the City. For example, Licensee may not build, or cause to be built, a new concession stand building without the written consent from the City. The City shall not unreasonably withhold consent. The City agrees to provide written consent within Forty-five (45) days of being notified in writing.

ARTICLE IV

Licensee's Use of the Property

Licensee shall have first right of use of the Property. Licensee shall have first right of refusal for use of the Property by any Third Party, including the City.

Licensee shall keep the ballfields, including dugouts, spectator stands, and the press box, bathrooms, concession stands, and the parking lot in a safe and sanitary condition conducive to use by Licensee. During the "off-season" or period where use is less frequent, Licensee shall continue to keep the Property in safe and sanitary condition and in compliance with all City health and safety ordinances. Licensee shall ensure that all improvements and structures on the Property are maintained in good repair and condition throughout the Lease Term. Licensee shall prevent undue deterioration of the Property and of any improvements thereon.

Improvements deemed necessary by Licensee to comply with applicable state and federal law or for the safety of the public shall not require City approval. All improvements shall comply with all applicable state and federal laws, including, but not limited to, the Americans with Disabilities Act.

Licensee shall be responsible for its own solid waste services.

Licensee shall ensure that any concession operations are in compliance with the Washington County Health Code and other applicable laws.

ARTICLE V **Agriculture Well**

Licensee shall pay for its use of City water on the Property effective on the date of execution of this Agreement by the City for all city water used from the effective date of this agreement forward. The City will create an account for the Property effective on the effective date of the Agreement by the City for Burton Friends & Neighbors, Inc. to be properly billed for all water used by and for the Property

Licensee is authorized to drill and maintain an agriculture well on the property to be used for non-potable purposes only. The Licensee will continue to use City water for the Concessions and any other area or function that requires processed water for the health and well-being of the Public. Licensee shall follow all drought contingency protocols issued by the City in Licensee's use of its agriculture well. Licensee will install and maintain the well at its sole expense. Unless otherwise agreed to in writing between the Parties, Licensee shall cap the well, at its own expense, when the well is no longer needed by Licensee.

ARTICLE VI **City Contribution**

The City will pay for the use of wastewater on the Property throughout the duration of the Term and extensions thereto

ARTICLE VII **Alcohol Consumption Regulation**

Licensee may allow alcohol consumption on the Property pursuant to the laws of the State of Texas. The sale of alcohol shall be in compliance with the Texas Alcoholic Beverages Code. Nothing in this Article limits the City's ability to enforce the laws of the city or the State of Texas.

ARTICLE VIII **Licensee Insurance Requirement**

During the Term, Licensee and its contractors, at their sole cost and expense, will obtain and provide and keep in force, a Commercial General Liability Insurance with a minimum of \$1,000,000 for bodily injury and property damage per occurrence. The City shall be named as an additional insured. Licensee shall provide proof of compliance with this Article upon execution of this Agreement. Additionally, Licensee shall provide the City with proof of compliant insurance at the beginning of each calendar year.

ARTICLE IX

Liability and Indemnification

Licensee shall defend, indemnify and hold harmless the City, its officers, employees, contractors and agents when working or acting in their official capacity against all claims, lawsuits, actions, damages, costs and expenses of any kind, including but not limited to those for property damage or loss, personal injury, death, and reasonable attorneys' fees, that relate to or arise out of (i) Licensee's breach of this Agreement, (ii) any violation of any applicable federal, state or local law, statute, order, ordinance, rule or regulation by Licensee, its officers, employees, contractors, subcontractors or agents, (iii) any negligent acts, omissions or intentional misconduct of Licensee, its officers, employees, contractors, subcontractors or agents in the performance of Licensee's obligations set forth in this Agreement or use of the Property, or (iv) the manner in which Licensee provides its athletic and recreational programs.

Licensee shall have no responsibility or liability for any damage to property resulting from the public's use of the Property outside of Licensee's programs or activities. Any damage deemed committed by or because of Public Use will be funded by the City. Any funding of such damages restoration must be approved by City Council. Licensee shall manage the restoration of the Property and submit an invoice or invoices to the City for reimbursement, unless other methods or manner of payment is agreed to before start of the restoration. Licensee in performing restoration will work with the City as best as can be done to minimize costs to all Parties.

ARTICLE X

Termination

If either party fails to properly fulfill its obligations under this Agreement in a timely manner, or if any party violates any of the provisions of the Agreement, the non-breaching party shall notify the other party in writing of the specific violation of the Agreement. The breaching party shall have 60 days from receipt of this notice in which to cure any such violations. If the violation cannot be reasonably cured within said 60-day period and the breaching party has diligently pursued such remedy as shall be reasonably necessary to cure violation, then the Parties may agree in writing to an extension of the period during which the violation must be cured.

If the breaching party has not cured any such violation as specified in the written notice within the required time, then the non-breaching party, at its sole option, shall have the right to terminate this Agreement. This termination shall be made by sending written notice (the "Notice of Termination") to the breaching party. The Notice of Termination shall be effective when the receiving Party has verified receipt to sending Party of said written notice such as by use of Certified Mail Return Receipt Requested. However, breaching Party shall still have 30 days from receipt of this Notice of Termination to cure any such violation stated in Notice of Termination.

ARTICLE XI
Notices

Any written notices required to be made under this Agreement shall be delivered by certified U.S. mail, return receipt requested, or (ii) by private express mail with proof of receipt, addressed as follows:

If to the City, to:

Attention: City Secretary
12200 E. Mulberry St.
P.O. Box 255
Burton, Texas 77835

If to Licensee, to:

ARTICLE XII
Miscellaneous Provisions

A. Entire Agreement; Amendments. This Agreement, including any attachments and exhibits thereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. It replaces and supersedes any and all written or oral agreements between the parties. Any previous agreement, assertion, statement, understanding, or other commitment before the Effective Date, whether written or oral, shall have no force or effect, except any and all understandings when the Property was originally deeded to the City by and through WTR Investments, LLC as stated in Exhibit A. No agreement, assertion, statement, understanding, or other commitment during or after the Term shall have any legal force or effect unless set forth in an amendment properly executed in writing by the Parties.

B Governing Law; Venue. This Agreement is governed by, and shall be construed and interpreted under, the laws of the State of Texas. Venue for any lawsuit concerning this Agreement shall lie exclusively in the state or federal courts located in Washington County, Texas.

C. Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

D. Severability. If any part of this Agreement shall be held unenforceable for any reason, the remainder of the Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be so limited.

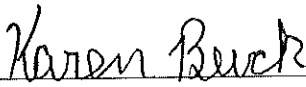
E. Governmental Authority. Nothing in this Agreement will be construed to limit, restrict, modify, or abrogate the City's governmental authority or ordinances respecting the use of City parks, except as specifically waived or modified herein or by specific action of the City Council, nor its duty to provide for the public health, safety, and welfare in the operation and maintenance of the Park.

F. Force Majeure. Each Party to this Agreement agrees to excuse the failure of the other Party to perform its obligations under this Agreement to the extent that failure is caused by an event of Force Majeure. "Force Majeure" means acts and events not within the control of the Party, and which the Party could not use due diligence to avoid or prevent. Events of Force Majeure include acts of God, strikes, riots, sabotage, civil disturbances, epidemics, acts of domestic or foreign terrorism, lightning, earthquakes, fires, storms, floods, and landslides. Force Majeure does not include economic or market conditions that affect a party's cost of performance.

G. Dispute Resolution. The Parties desire an expeditious means to resolve any dispute that may arise between them regarding this Agreement. If either Party disputes any matter relating to this Agreement, the Parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the Parties. The Parties will each pay one-half of the mediator's fee.

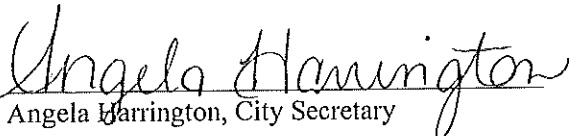
This Agreement is entered into as of the Effective Date.

For the City:



Karen Buck, Mayor

ATTEST:



Angela Harrington, City Secretary

For Licensee:



Name, Title



MEDACK & OLTMANN, LLP
CERTIFIED PUBLIC ACCOUNTANTS

PARTNERS

James E. Medack, CPA
Melodi J. Oltmann, CPA

PROFESSIONAL STAFF

Ashton McGonagle, CPA
Laura Frerich, E.A.
Tyler Cupit, Staff Accountant

MEMBERS

American Institute of
Certified Public Accountants
Texas Society of
Certified Public Accountants

February 26, 2025

To the City Council

City of Burton, Texas
P.O. Box 255
Burton, Texas 77835

We are pleased to confirm our understanding of the services we are to provide City of Burton, Texas for the year ended March 31, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the disclosures, which collectively comprise the basic financial statements of City of Burton, Texas as of and for the year ended March 31, 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Burton, Texas's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Burton, Texas's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budget to Actual Comparison

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements,

PO Box 2153, 711 Old Austin Highway Ste. 103 • Bastrop, Texas 78602 • ph 512.321.3951 fax 512.321.5014

PO Box 237, 321 N Main St • Giddings, Texas 78942 • ph 979.542.3713 fax 979.542.0061

including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Burton, Texas's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also assist in the preparation the financial statements of City of Burton, Texas in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

James E. Medack, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction [limited to 5 bound and 1 master copy], word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$13,500. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Reporting

We will issue a written report upon completion of our audit of City of Burton, Texas's financial statements. Our report will be addressed to the Board of Commissioners of City of Burton, Texas. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We appreciate the opportunity to be of service to City of Burton and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Medack + Oltmann, LLP
Medack & Oltmann, LLP

RESPONSE:

This letter correctly sets forth the understanding of City of Burton, Texas.

Management signature: Karen Buck

Title: Mayor

Date: March 12, 2025

City of Burton, Texas

12200 E. Mulberry St. Spur 125 * P.O. Box 255 * Burton, Texas 77835

979-289-3402

Fax 979-289-3418

DATE: March 12, 2025

CONTRACT BETWEEN THE CITY OF BURTON AND JOSH GUELKER

For Meter Reading Services with duties including the following:

- The Meter Reader is a contractor for the City of Burton, not an employee. There are no City benefits for this position.
- Meter reader contractor will read the water meters belonging to the City of Burton Utilities System once a month on or about the 20th of each month.
- Meter Reader shall complete the meter reading worksheets and worksheets should be delivered to the Utility Manager before the 25th of each month.
- Meter reader shall be available to lock and/or unlock water meters and re-read meters, when necessary, as requested by the Utility Manager or City Secretary.
- All information concerning the water customers of the City of Burton utility systems should be kept confidential.
- Meter Reader shall provide his own method of transportation around the town to perform the stated duties.
- Meter Reader will furnish an invoice each month to the City Secretary for payment.
- The Meter Reader will be paid \$500.00 per month for the services listed above. Two signatures from the Mayor and/or Councilmembers must be on each city check issued.
- The Meter Reader contractor will receive a 1099-NEC IRS Form for compensation paid during the calendar year.

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

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

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

Joshua Guelker – Contractor

Date

Karen Buck – Mayor

Date

RESOLUTION NO. 20250311A

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURTON, TEXAS,
ADOPTING THE WATER CONSERVATION PLAN; FINDING AND
DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS
PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

WHEREAS, under the Texas Administrative Code 31, the Texas Water Development Board (Board) requires the adoption of a Water Conservation Plan of all entities that have or wish to obtain financial obligations to the Board; and

WHEREAS, the City of Burton currently does not have obligations to the board but wishes to submit a Project Information Form in 2025 for financial assistance with water system repairs and improvements; and

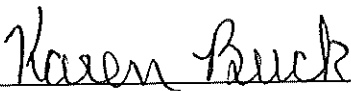
WHEREAS, the City of Burton has previously adopted the Drought Contingency and Water Emergency Ordinance 20230926B, dated September 26, 2023.

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

The Water Conservation Plan dated March 11, 2025 as attached hereto, is hereby adopted.

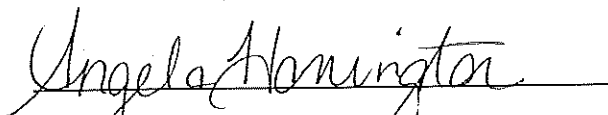
PASSED, ADOPTED AND APPROVED by the City Council of the City of Burton this the 11th day of March, 2025.

CITY OF BURTON



Karen Buck, Mayor

ATTEST:



Angela Harrington, City Secretary

City of Burton Water Outage Protocol

To ensure the safety of the residents of the City of Burton as well as those who patronize our eating establishments and attend/work at Burton ISD AND to establish a written procedure for both the City of Burton and the utility contractor, the following guidelines are established –

When an Outage Occurs

Contact the City of Burton Utility Clerk
Contact the Utility Contractor
Contact the Mayor or Mayor Pro-Tem

Assess the Situation

The Utility Contractor, Utility Clerk, the Mayor, and/or the Mayor Pro-Tem will assess the extent of the outage and determine if conditions have been met for a Boil Water Notice (BWN).

This assessment may be made while the repairs are in process.

Boil Water Notice Qualifications

BWNs are instituted by public water systems (PWSs) as specified by Title 30 Texas Administrative Code (TAC) §290.46(q) in the event of:

- low distribution pressures (below 20 pounds per square inch (psi),
- water outages,
- microbiological samples found to contain E. coli,
- failure to maintain adequate disinfectant residuals,
- elevated finished surface water turbidities,
- or other conditions which indicate that the potability of the drinking water supply has been compromised.

IF any ONE of the criteria above is met, then a Boil Water Notice will be instituted.

The Boil Water Notice

The City of Burton should issue a Boil Water Notice, with specific mandatory language within 24 hours of meeting any of the criteria listed above. The BWN should be delivered using *one or more* delivery method.

- Furnish copy to Radio/TV in the service area
- Publication in a local, daily newspaper
- Direct delivery or continuous posting**
- Electronic delivery or alert systems (e.g. reverse 911)

** If continuous posting is used, the posting must remain in place for as long as the violation exists or seven days, whichever is longer.

The City of Burton's Utility Clerk will contact TCEQ and send the notice out via the designated electronic emergency communication system (EverBridge) to communicate with the water customers.

Additionally, the City of Burton's Utility Clerk will file an Immediate Notification Form with the Texas Division of Emergency Management (TDEM). This form can be found on the TCEQ's website with an internal search for "Immediate Notification Form".

In the event that the Utility Clerk is not available, then the Mayor and/or Mayor ProTem will contact TCEQ, TDEM, and send the notice out via the designated electronic emergency communication system (EverBridge) to the water customers. A "how to" sheet is available in the Utility Clerk's Office in the RED Folder marked "Emergency Information".

Communication with the Larger Community Members – Tiered Response

Tier One Notifications (via phone call or text)

the Emergency Management Coordinator for Washington County
local Liaison Officer with Texas Division of Emergency Management
the Burton Volunteer Fire Department Chief
the Superintendent of Burton ISD
Washington County EMS

Tier Two Notifications

Notify KWHI and Banner Press, *via press release (email or text)*, using their existing communication systems to notify residents and larger community City Hall Staff to post information about the Boil Water Notice to City of Burton's social media

Tier Three Notifications

Notify Community/County Leadership *via email*

Community leaders to include –

City Council Members

City Staff

City On-Call Engineer

City Utility Contractor

Washington County Emergency Management Coordinator

Local Texas Division of Emergency Management Liaison Officer

Burton Volunteer Fire Department Chief

Burton ISD Superintendent

Washington County EMS

Washington County Judge

Washington County Precinct 4 Commissioner

System Testing

The Utility Contractor will do one or all of the following - collect water samples, complete testing requirements, flush the distribution lines, check the PSI on the water well.

The Utility Contractor will let City Hall know when the water has been determined safe to drink and that it is time to rescind the Boil Water Notice.

Rescinding the Boil Water Notice

A PWS shall not rescind a BWN until it has provided required compliance documentation to the TCEQ which shows that the PWS has met the following requirements:

- Water distribution pressures greater than 20 psi are consistently maintained throughout the distribution system.

- The distribution system has been flushed, disinfectant residuals are consistently maintained above the minimum regulatory requirements (0.2 mg/L free chlorine or 0.5 mg/L total chlorine) in each finished water storage tank and throughout the distribution system.
- PWSs with surface water and groundwater under the influence of surface water sources only: water entering the distribution system has a turbidity level that is consistently maintained below 1.0 NTU.
- Once the PWS has met all requirements above: Microbiological samples marked “special” collected from representative locations throughout the system and analyzed by an accredited lab are found negative for total coliform organisms.

A copy of the BWN must be submitted to the TCEQ within 24 hours of distribution. The initial BWN Certificate of Delivery, the Rescind Notice, and its Certificates of Delivery should be submitted to the TCEQ within 10 days of distribution to the public as proof of public notification.

The Utility Clerk (or other designated person) will send, print, and post this rescind notice to the water customers *via EverBridge*.

Rescind Communication with the Larger Community Members – Tiered Response

Tier One Notifications (via phone call or text)

the Emergency Management Coordinator for Washington County
 local Liaison Officer with Texas Division of Emergency Management
 the Burton Volunteer Fire Department Chief
 the Superintendent of Burton ISD
 Washington County EMS

Tier Two Notifications

Notify KWHI and Banner Press, *via press release (email or text)*, using their existing communication systems to notify residents and larger community
 City Hall Staff to post information about the Boil Water Notice to City of Burton’s social media

Tier Three Notifications

Notify Community/County Leadership *via email*

Community leaders to include –

City Council Members

City Staff

City On-Call Engineer

City Utility Contractor

Washington County Emergency Management Coordinator

Local Texas Division of Emergency Management Liaison Officer

Burton Volunteer Fire Department Chief

Burton ISD Superintendent

Washington County EMS

Washington County Judge

Washington County Precinct 4 Commissioner

All information in this protocol is from the Texas Commission on Environmental Quality website. (TCEQ.texas.gov). Water Supply Division. Boil Water Notices. September 2017.

Additional requirements regarding Immediate Notification became effective on September 1, 2023 in House Bill 3810, "Texas Health and Safety Code Subsection 341.033(i)(6)

Protocols are effective February 10, 2025

Reviewed by the City Council on March 11, 2025.

Protocol for Water Well Failure

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

*Notify the Utility Contractor. Describe the issue.

*Notify the Mayor, Mayor Pro-Tem, City Secretary, and the Utility Clerk.

Assessment of the Situation/Well

The Utility Contractor assesses the situation/condition.

Utility Contractor calls the Water Well Contractor for consult and/or second opinion.

Communication with the Larger Community Members – Tiered Response

Tier One Notifications

For well outage, notify *via phone call* -

the Emergency Management Coordinator for Washington County
local Liaison Officer with Texas Division of Emergency Management
the Burton Volunteer Fire Department Chief
the Superintendent of Burton ISD
Washington County EMS

Contact information for all of these persons can be found on the City Hall's in-house phone/contact directory provided to City Council and posted in the city offices.

Tier Two Notifications

Notify KWHI and Banner Press *via press release (email or text)*, using their existing communication systems to notify residents and larger community

City Staff to post information about the Boil Water Notice to City of Burton's social media

Tier Three Notifications

Notify Community/County Leadership *via email*

Community leaders to include –

- City Council Members
- City Staff
- City On-Call Engineer
- City Utility Contractor
- Washington County Emergency Management Coordinator
- Local Texas Division of Emergency Management Liaison Officer
- Burton Volunteer Fire Department Chief
- Burton ISD Superintendent
- Washington County EMS
- Washington County Judge
- Washington County Precinct 4 Commissioner

Emergency Water Supply Information

Residents are responsible for their individual water supply needs for/during these emergency and non-emergency situations.

If well outage is “planned” as in due to drilling/installation of Water Well #5, the city will be able to order and deliver a pallet of water to have on hand for emergency distribution to its most vulnerable water customers. Actual water distribution will need to be “contracted out” labor to either Burton Bridge Ministry or other local churches. Purchased bottled water by the City of Burton is **only** for residents of the City of Burton.

If well outage is an emergency situation lasting longer than one day, then the City of Burton can contact the Texas Division of Emergency Management Liaison Officer to ask for assistance/guidance to apply to STAR (State of Texas Assistance Request) for pallets of bottled water to be delivered for distribution to residents of the City of Burton **only**.

Bulk Water Purchasing Option (Non-option)

Bulk Water purchases can be made through PGMS. Contact: Matthew Monfreda in the Brenham office via the main number – 512-894-3322.

As of February 6, 2025, bulk water was available for purchase for \$18 per 1,000 gallons OR \$36 per 2,000 tanker truck + the cost of tanker truck delivery.

Water storage in Burton is 94,000 gallons.

Historical Data – When the well was semi-operational in October 2022 and water customers were on an emergency drought plan, customers used 80.2 gallons per day X 238 customers = 19,088 gallons per day. It would take 10 tanker trucks *a day* to supply 20,000 of water. Cost: \$360 water + cost of tanker and delivery fees

Weekly – 140,000 gallons of water = 70 tanker trucks a week Cost: \$2,520 water + cost of tanker and delivery fees

***Water is distributed in the system via gravity flow from the water tower. The water tower on the ground fills first, then the tower. So, minimum purchase to get the system “started” would be 94,000 gallons. Cost: \$1,692,000 water + 47,000 tanker trucks + cost of delivery.

When Water Supply Has Been Restored

*Follow the city’s Water Outage Protocol to begin (as possible) a Boil Water Notice. Use the designated electronic emergency communication system to communicate with the water customers.

*Follow the city’s Drought Contingency Plan (as possible) identifying a staging number for the well failure. Use the designated electronic emergency communication system to communicate with the water customers.

*Work with the Washington County Emergency Management Coordinator, Texas Division of Emergency Management Liaison, TCEQ, and other county or state officials as the situation is assessed.

Effective February 10, 2025

Reviewed by City Council on March 11, 2025