



NOTICE OF MEETING OF THE GOVERNING BODY OF THE CITY OF BURNET

Notice is hereby given that a **Regular Council Meeting** will be held by the governing body of the City of Burnet on the **25th day of June, 2019** at **6:00** p.m. in the Council Chambers, Burnet Municipal Airport, 2402 S. Water, Burnet, at which time the following subjects will be discussed, to-wit:

This notice is posted pursuant to the Texas Government Code, Chapter §551-Open Meetings.

CALL TO ORDER:

INVOCATION:

PLEDGE OF ALLEGIANCE:

PLEDGE TO TEXAS FLAG:

1. REPORTS/SPECIAL PRESENTATIONS:

- 1.1) Chamber of Commerce Report

2. CONSENT AGENDA ITEMS:

(All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless a Council Member, staff member or citizen requests removal of the item from the consent agenda for the purpose of discussion. For removal of an item, a request must be made to the Council when the Consent Agenda is opened for Council Action.)

- 2.1) Approval of the June 11, 2019 Regular City Council Meeting minutes

3. PUBLIC HEARING: None

4. ACTION ITEMS:

- 4.1) Discuss and consider action: Planning and Zoning Commission Board Appointment: K. Dix
- 4.2) Discuss and consider action: Council direction regarding the proposed tree preservation ordinance: W. Meshier
- 4.3) Discuss and consider action: Discuss and consider Council direction regarding the

minimum lot depth of commercial lots, as prescribed in Sec. 118-20, Chart 1: W. Meshier

4.4) Discuss and consider action: FIRST READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 TO REZONE APPROXIMATELY 0.96 ACRE, LEGALLY DESCRIBED AS LOTS 1 AND 2 OF THE FOX N. 281 PROPERTIES SUBDIVISION, FROM ITS PRESENT DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1” TO A DESIGNATION OF MEDIUM COMMERCIAL–DISTRICT “C-2,” SAID PROPERTY BEING GENERALLY LOCATED ON THE NORTHEAST CORNER OF NORTH WATER STREET (HWY. 281) AND EAST KERR STREET; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: (501 N. Water St.): W. Meshier

4.5) Discuss and consider action: FIRST READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 TO REZONE APPROXIMATELY 0.2336 ACRE, LEGALLY DESCRIBED AS LOT 1A OF THE SHORT FORM REPLAT OF THE SOUTH ONE-HALF OF LOT NUMBER 2, WALLIS ADDITION, FROM ITS PRESENT DESIGNATION OF SINGLE FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2,” SAID PROPERTY BEING GENERALLY LOCATED EAST SIDE OF NORTH WATER STREET (HWY. 281), APPROXIMATELY 550 FEET SOUTH OF THE INTERSECTION WITH EAST TAGGARD STREET; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: W. Meshier

4.6) Discuss and consider action: A request for approval of a proposed grinder pump located at 707 Lamar Street, as required by City of Burnet Code of Ordinances Sec. 98-45(a)(2): W. Meshier

4.7) Discuss and consider action: Acceptance of a Public Utility Easement granted by the Big Leaf LTD: G. Courtney

4.8) Discuss and consider action: Request by Langley Homes for incentives or fee waivers related to a potential development on Westfall Street: D. Vaughn

4.9) Discuss and consider action: Renewal of lease for City Hall from Danforth Holdings: D. Vaughn

5. REPORTS:

5.1) Addendum to the City Council Agenda: Department and Committee Reports/Briefings: The City Council may or may not receive a briefing dependent upon activity or change in status regarding the matter. The listing is provided to give notice to the public that a briefing to the Council on any or all subjects may occur.

5.1(B.3) May 2019 Financial Report: P. Langford

6. REQUESTS FROM COUNCIL FOR FUTURE REPORTS:

7. ADJOURN:

Dated this 21st, day, of June, 2019

CITY OF BURNET

CRISTA GOBLE BROMLEY, MAYOR

I, the undersigned authority, do hereby certify that the above NOTICE OF MEETING of the governing body of the above named City, BURNET, is a true and correct copy of said NOTICE and that I posted a true and correct copy of said NOTICE on the bulletin board, in the City Hall of said City, BURNET, TEXAS, a place convenient and readily accessible to the general public at all times, and said NOTICE was posted on June 21, 2019, at or before 6 o'clock p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

Kelly Dix, City Secretary

NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS:

The City Council Chamber is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services, such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's office (512.756.6093) at least two working days prior to the meeting. Requests for information may be faxed to the City Secretary at 512.756.8560.

RIGHT TO ENTER INTO EXECUTIVE SESSION:

The City Council for the City of Burnet reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).

STATE OF TEXAS {}
COUNTY OF BURNET {}
CITY OF BURNET {}

On this the 11th day of June, 2019, the City Council of the City of Burnet convened in Regular Session, at 6:00 p.m., at the regular meeting place thereof with the following members present, to-wit:

| | |
|-----------------|--|
| Mayor | Crista Goble Bromley |
| Council Members | Danny Lester, Mary Jane Shanes, Tres Clinton, Paul Farmer, Cindia Talamantez |
| Absent | Joyce Laudenschlager |
| City Manager | David Vaughn |
| City Secretary | Kelly Dix |

Guests: Gene Courtney, Paul Nelson, Alan Burdell, Patricia Langford, Leslie Baugh, Doug Fipps, Craig Lindholm, Bettye Foulds, James Wilson, Brian Fraus, Mark Ingram, Leslie Kimbler, Adrienne Fields, Brian Fraus, Ralph Herter, Marylinda Govaurs, Jeffie Herten, John & Nancy Irving, Savanna Gregg, Jonny Simons, Jennifer Wind, Dale & Johanna Faulkner, Bob Clifton

CALL TO ORDER: The meeting was called to order by Mayor Bromley, at 6:00 p.m.

INVOCATION: Council Member Paul Farmer

PLEDGE OF ALLEGIANCE: Council Member Mary Jane Shanes

PLEDGE TO TEXAS FLAG: Council Member Mary Jane Shanes

EXECUTIVE SESSION:

Executive Session: The City of Burnet City Council shall meet in Executive Session in accordance to the provision of the Open Meetings Act, Texas Government Code, Chapter 551, and Sub-section 551.071(1)(A) Consultation with Attorney; pending or contemplated litigation: D. Vaughn: Council Member Danny Lester made a motion to convene to executive session at 6:01p.m. Council Member Mary Jane Shanes seconded, the motion carried unanimously.

RECONVENE TO REGULAR SESSION FOR POSSIBLE ACTION:

Council Member Danny Lester made a motion to re-convene to regular session at 6:44p.m. Council Member Mary Jane Shanes seconded, the motion carried unanimously.

Discuss and consider action: Findings based on consultation with Attorney on possible litigation: D. Vaughn: No action taken.

CONSENT AGENDA ITEMS:

(All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless a Council Member, staff member or citizen requests removal of the item from the consent agenda for the purpose of discussion. For removal of an item, a request must be made to the Council when the Consent Agenda is opened for Council Action.)

Approval of the May 28, 2019 Regular City Council Meeting minutes: Council Member Cindia Talamantez moved to approve the consent agenda as presented. Council Member Mary Jane Shanes seconded the motion carried unanimously.

PUBLIC HEARING:

Public Hearing: The City Council of the City of Burnet, Texas will hold a public hearing regarding a request to rezone approximately 0.96 acres legally described as Lots 1 and 2 of the Fox N. 281 properties subdivision from their present designation of Light Commercial – District “C-1” to a designation of Medium Commercial – District “C-2,” said properties being generally located on the

northeast corner of North Water Street (Hwy. 281) and East Kerr Street: W. Meshier: Brian Fraus, 702 N. Main stated opposition to the rezone of the property due to the property width not meeting City Code requirements, traffic concerns and the possibility of 24 hour operations of commercial businesses in the area that backs up to his property fence.

Public Hearing: The City Council of the City of Burnet, Texas will hold a public hearing regarding a request to rezone approximately 0.2336 acres legally described as Lot 1A of the Short Form Replat of the South One-Half of Lot Number 2, Wallis Addition from its present designation of Single-Family Residential – District “R-1” to a designation of Medium Commercial – District “C-2,” said property being generally located on the east side of North Water Street (Hwy. 281), approximately 550 feet south of the intersection with East Taggard Street: W. Meshier: Brian Fraus, 702 N. Main stated opposition to the rezone of the property due to the property width not meeting City code requirements, traffic concerns and the possibility of 24 hour operations of commercial businesses in the area that backs up to his property fence.

Public Hearing: The City Council of the City of Burnet, Texas will hold a public hearing regarding a proposed Preliminary Plat of a Replat of Lots 80-83, 95-99, and 130 of the Oak Vista Subdivision, a proposed residential subdivision consisting of approximately 105.08 acres and 24 residential lots, being generally located north of County Road 100 (Scenic Oaks Drive), south and west of County Road 100 (Oak Vista Drive), and east of Billy Joe Fox Drive: W. Meshier: Marylinda Govours, 658 County Road 100, addressed Council about development causing possible septic tank and well issues as well as the loss of trees due to clearing and construction.

Mr. Ralph Turner addressed the Council with concerns pertaining to ingress and egress in the proposed sub-division. Concern is with one road in and one road out.

ACTION ITEMS:

Discuss and consider action: A RESOLUTION OF THE CITY OF BURNET FINDING PUBLIC NECESSITY TO USE COLLECTED IMPACT FEES TO FUND A WATER AND WASTEWATER IMPACT FEE UPDATE STUDY: G. Courtney: Council Member Paul Farmer made a motion to approve Resolution R2019-11 as presented. Council Member Cindi Talamantez seconded the motion carried unanimously.

Discuss and consider action: Appointment of three Commissioners to the Housing Authority of the City of Burnet: K. Dix: Council Member Mary Jane Shanes moved to re-appoint James Herbort, Roy Hallmark and Jack Butler to the Burnet Housing Authority Board for a two-year term that will expire in June 2021. Council Member Danny Lester seconded, the motion carried unanimously.

Discuss and consider action: FIRST READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 TO REZONE APPROXIMATELY 0.96 ACRE, LEGALLY DESCRIBED AS LOTS 1 AND 2 OF THE FOX N. 281 PROPERTIES SUBDIVISION, FROM ITS PRESENT DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1” TO A DESIGNATION OF MEDIUM COMMERCIAL–DISTRICT “C-2,” SAID PROPERTY BEING GENERALLY LOCATED ON THE NORTHEAST CORNER OF NORTH WATER STREET (HWY. 281) AND EAST KERR STREET; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: (501 N. Water St.) w. Meshier: No action taken.

Discuss and consider action: FIRST READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 TO REZONE APPROXIMATELY 0.2336 ACRE, LEGALLY DESCRIBED AS LOT 1A OF THE SHORT FORM REPLAT OF THE SOUTH ONE-HALF OF LOT NUMBER 2, WALLIS ADDITION, FROM ITS PRESENT DESIGNATION OF SINGLE FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF MEDIUM COMMERCIAL –

DISTRICT "C-2," SAID PROPERTY BEING GENERALLY LOCATED EAST SIDE OF NORTH WATER STREET (HWY. 281), APPROXIMATELY 550 FEET SOUTH OF THE INTERSECTION WITH EAST TAGGARD STREET; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: W. Meshier: No action taken.

Discuss and consider action: Request for a variance to Code of Ordinances, Chapter 98, Section 98-42 for the proposed Preliminary Plat of a Replat of Lots 80-83, 95-99, and 130 of the Oak Vista Subdivision, for the purpose of exceeding the maximum length of a cul-de-sac: M. Meshier: Council Member Paul Famer moved to approve the variance as presented. Council Member Danny Lester seconded, the motion carried unanimously.

Discuss and consider action: The City Council of the City of Burnet, Texas will consider and take action on a proposed Preliminary Plat of a Replat of Lots 80-83, 95-99, and 130 of the Oak Vista Subdivision, a proposed residential subdivision consisting of approximately 105.08 acres and 24 residential lots, being generally located north of County Road 100 (Scenic Oaks Drive), south and west of County Road 100 (Oak Vista Drive), and east of Billy Joe Fox Drive: W. Meshier: Council Member Tres Clinton moved to approve the Preliminary Plat of the Replat for lots 80-83, 95-99 and lot 130 of the Oak Vista Subdivision as presented. Council Member Paul Farmer seconded, the motion carried unanimously.

Discuss and consider action: A request for approval of a proposed On-Site Sewage Facility (OSSF) on a proposed 0.91 acre lot located on the west side of South Water Street between Delaware Springs Boulevard and Sunday Drive, as required by City of Burnet Code of Ordinances Sec. 98-45(a)(2): W. Meshier: Mayor Bromley made a motion to approve the On-Site Sewage Facility as presented. Council Member Paul Farmer seconded, the motion carried unanimously.

Discuss and consider action: Request by Langley Homes for incentives or fee waivers related to a potential development on Westfall Street: D. Vaughn: No action taken.

REPORTS:

Addendum to the City Council Agenda: Department and Committee Reports/Briefings: The City Council may or may not receive a briefing dependent upon activity or change in status regarding the matter. The listing is provided to give notice to the public that a briefing to the Council on any or all subjects may occur.

Burnet Municipal Airport update report: L. Baugh: Airport Manager. Leslie Baugh updated Council on the airport land acquisitions, proposed ground leases, proposed Through-the-Fence Operation agreements, the progress on the Airplane Static Display Project, renovations to the Faulkner Hangar, a proposed food court and signage updates proposed for the airport.

REQUESTS FROM COUNCIL FOR FUTURE REPORTS: Council Member Mary Jane Shanes requested Staff to provide an update on the Tree Ordinance.

ADJOURN: There being no further business a motion to adjourn was made by Council Member Danny Lester at 7:34p.m., seconded by Council Member Cindia Talamantez. The motion carried unanimously.

ATTEST:

Crista Goble Bromley, Mayor

Kelly Dix, City Secretary



City Secretary

ITEM 4.1

Kelly Dix
City Secretary
(512)-756-6093 ext. 3209
kdix@cityofburnet.com

Agenda Item Brief

| | |
|------------------------|---|
| Meeting Date: | June 25, 2019 |
| Agenda Item: | Discuss and consider action: Planning and Zoning Commission Board Appointment: K. Dix |
| Background: | There are two vacant positions on the City of Burnet Planning and Zoning Commission. One position that was held by Gary Waldron has been vacant since December 2018 and Caryn Paye just recently submitted her resignation. |
| Information: | An application was submitted for consideration for appointment to the City of Burnet Planning and Zoning Commission by Cesar E. Arreaza (see attached). Mr. Arreaza meets all of the requirements for service on the board. |
| Fiscal Impact: | None |
| Recommendation: | Staff recommends appointment of Cesar E Arreaza to the City of Burnet Planning and Zoning Commission Board to a term that expires in January 2021. |



CITY OF BURNET

P. O. Box 1369
1001 Buchanan Drive
Burnet, Texas 78611
Phone: 512-756-6093 Fax: 512-756-8560

COMMUNITY SERVICE APPLICATION

I am interested in serving on the following City of Burnet Board or Commission:

☐ Economic Development
☐ Corporation Board
☐ Historic Board
☐ Board of Adjustments and Appeals

☒ Planning & Zoning Commission
☐ Airport Advisory Board
☐ Charter Review Committee

Name: CESAR E. ARREAZA Email: CAPREAZA56@GMAIL.COM

Home Address: 116 BIG SKY DOB: 05/08/1956

Home Phone: 713-826-9065 Business Phone: N/A

Resident of Burnet for 2 1/2 years. Voter Registration No.: 1103442746

Occupation: RETIRED ATTORNEY

Education (Optional): _____

Special knowledge or experience applicable to City board or commission function:

- ☐ Banking/Finance
☐ Building/Construction
☐ Real Estate/Development
☐ Industrial Training

- ☐ Business Development
☐ Promotion/Marketing
☐ Manufacturing/Industrial Operations
☒ Law/Contract Administration

Do you serve on any other board/commission at this time: If so, please list:

N/A

Other information (professional and/or community activities):

VOLUNTEER @ LACARE FOOD BANK

I have attended one or more meetings of the board or commission for which I have applied. ☒ Yes
☐ No

Date: 06/18/2019 Signature: Cesar E. Arreaza

RETURN COMPLETED FORM TO THE CITY SECRETARY'S OFFICE

PLANNING AND ZONING COMMISSION

(As of: December 11, 2018)

| <u>NAME</u> | <u>ADDRESS</u> | <u>EMAIL</u> | <u>PHONE</u> | <u>APPOINTED</u> | <u>EXPIRES</u> |
|---|--------------------------------|--|--|-------------------------|-----------------------|
| Don “Craig” Lindholm (Chair) | 311 Yellow Ribbon Tr. | craiglindholm@austin.rr.com | (512)-234-8235 (H) (512)-234-8122 (W) | January 2017 | January 2021 |
| Calib Williams (Member) | 245 Sunday Drive | calib@traxion82.com | (432)-296-2204 (H) (432)-687-9165 | February 2018 | January 2020 |
| Vacant (Greg Waldron-unexpired term) (Member) | | | | | January 2021 |
| Ricky Langley (Member) | 840 Oak Vista | ricky@lanleyhomesinc.com | (512)-734-3171 (H) (512)-734-3170 (W) | February 2018 | January 2020 |
| Tommy J. Gaut (Vice Chair) | 113 Canyon View | tjgaut@swbell.net | (713)-542-6087 | January 2017 | January 2021 |
| Herve Derek Fortin (Secretary) | 115 Fox Circle P.O. Box 885 | hderek.Fortin@gmail.com | (512)-588-9180 (H) | January 2017 | January 2021 |
| Caryn Paye (Member) | 1308 Adam Ave. | carynpaye@remax.net | (512)755-2997 (W) | February 2018 | January 2020 |



Development Services

ITEM 4.2

Wallis Meshier
Director of Development Services
(512) 715-3215
wmeshier@cityofburnet.com

Agenda Item Brief

Meeting Date: June 25, 2019

Agenda Item: Discuss and consider Council direction regarding the proposed tree preservation ordinance: W. Meshier

Background: The City's current tree preservation standards are found in Sec. 98-22, and state that "the developer shall be responsible for providing replacement trees [...] based on a replacement ratio (inches removed to inches planted) of:

1. One to two for significant trees 18 inches in caliper and larger, and
2. One to one for significant trees between eight and 18 inches in caliper.
3. Replacement trees shall not be required for the removal of trees smaller than eight inches in caliper. The removal of significant trees larger than 18 inches in caliper shall require commission approval."

It is important to note that the existing tree preservation standards are applicable only when a Preliminary Plat is required. This means that there is currently no protection for existing trees on lots that are already platted. This includes both residential and commercial lots whether they are developed or undeveloped.

Information: In January 2019, a proposed tree preservation ordinance was brought before the Council for consideration. The proposed ordinance was approved at the first reading. At the second reading, Council voted to pass on the proposed ordinance due to concerns regarding the potential impact on residential properties.

In March, a workshop was held to discuss the proposed tree preservation ordinance and receive Council feedback. At that workshop, it was expressed that the tree preservation ordinance should not be overly burdensome on residential property owners.

Since that time, staff has revised the proposed ordinance (attached) to increase the caliper of Protected Trees from 12 inches to 18 inches, and the caliper of Heritage Trees from 24 inches to 30 inches. Below is a table showing the proposed size of Protected, Heritage, and

Monarch trees, as well as the proposed replacement ratio and fee-in-lieu of replacement:

| Category | Old Proposed Size | New Proposed Size | Replacement Ratio | Fee in Lieu of Replacement |
|-----------|----------------------|----------------------|----------------------|-------------------------------|
| Protected | 12 in. – >24 in. | 18 in. – >30 in. | 1:1 | \$100 per inch |
| Heritage | 24 in. – >48 in. | 30 in. – >48 in. | 2:1 | \$200 per inch |
| Monarch | 48 in.+ | 48 in.+ | 4:1 | \$400 per inch |

As drafted, the proposed ordinance does not differentiate between trees located on commercial lots versus trees located on residential lots. This approach means that a 50-inch oak tree would receive the same level of protection, regardless of whether it is located on a vacant commercial lot, or on an existing residential property. However, the increased size of the protected tree categories means that removing a tree smaller than 18 inches in caliper would not require mitigation.

Recommendation: To be determined. Staff is seeking the Council's direction regarding proposed changes the tree preservation ordinance.

ORDINANCE 2019-

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF BURNET, TEXAS, CHAPTER 98 – SUBDIVISIONS, SECTIONS 98-7, 98-22, 98-23, AND APPENDIX B, ADOPTING CHAPTER 98, ARTICLE IX – TREE PRESERVATION, MITIGATION, AND REMOVAL, AND AMENDING CHAPTER 118 – ZONING, SECTIONS 118-61 AND 118-62; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; FINDING PROPER NOTICE OF MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Council seeks to amend the Code of Ordinances, Chapters 98 and 118, incorporating amendments regarding tree preservation, mitigation, and removal; and

WHEREAS, the City Council determines that the amendment provided for herein promotes the health, safety, morals and protects and preserves the general welfare of the community; and

WHEREAS, on the 1st day of July, 2019, after proper notification, the Planning and Zoning Commission held a public hearing on the proposed amendment; and

WHEREAS, on the 9th day of July, 2019, after proper notification, the City Council held its own public hearing on the proposed amendment; and

WHEREAS, all requirements set forth in Chapter 212, Section 212.905, Texas Local Government Code concerning regulation of tree removal has been fully complied with,

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

Section 1. That the foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. That the City of Burnet Code of Ordinances, Chapter 98, Article I, Sec. 98-7. - Definitions, is hereby amended to include the changes described in **Exhibit “A”** attached hereto and incorporated herein.

Section 2. That the City of Burnet Code of Ordinances, Chapter 98, Article II, Sec. 98-22. - Preliminary plat, and Chapter 98, Article II, Sec. 98-23. - Construction plans, are hereby amended to include the changes described in **Exhibit “B”** attached hereto and incorporated herein.

Section 3. That the City of Burnet Code of Ordinances, Chapter 98, Appendix B. – Preferred Plant Species, is hereby removed in its entirety.

Section 4. That the City of Burnet Code of Ordinances, Chapter 98, Article IX, is hereby adopted and added to include the changes described in **Exhibit “C”** attached hereto and incorporated herein.

Section 5. That the City of Burnet Code of Ordinances, Chapter 118, Article III, Sec. 118-61. - Construction Plans, and Chapter 118, Article II, Sec. 118-62. - Landscaping and screening requirements, are hereby amended to include the changes described in **Exhibit “D”** attached hereto and incorporated herein.

Section 6. Savings clause. The repeal of any ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the City under any section or provisions of any ordinances at the time of passage of this ordinance.

Section 7. Severability clause. The provisions of this ordinance are severable, and if any sentence, section, or other parts of this ordinance should be found to be invalid, such invalidity shall not affect the remaining provisions, and the remaining provisions shall continue in full force and effect.

SECTION 8. Repealer clause. The provisions of this ordinance shall be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein, provided, however, that all prior ordinances or parts of ordinances inconsistent or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent that such inconsistency is apparent. This ordinance shall not be construed to require or allow any act that is prohibited by any other ordinance.

SECTION 9. Open meeting clause. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this ordinance and the subject hereof were discussed, considered, and formerly acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION 10. Effective date. This ordinance shall take effect immediately from and after its passage.

READ AND APPROVED on first reading this ____ day of _____, 2019.

PASSED AND ADOPTED on second reading this ____ day of _____, 2019.

ATTEST:

CITY OF BURNET, TEXAS

Kelly Dix, City Secretary

Crista Goble Bromley, Mayor

Exhibit "A"

Amendments to Sec. 98-7

Chapter 98 - SUBDIVISIONS

ARTICLE I. - GENERAL PROVISIONS

Sec. 98-7. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Words used in the present tense include the future tense. Words used in the plural number include the singular, and words in the singular include the plural. The word "shall" is always mandatory. The word "herein" means in this chapter. The word "regulations" means the provisions of any applicable ordinance, rule, regulation or policy. The word "person" means any human being or legal entity and includes a corporation, a partnership, and an incorporated or unincorporated association. The words "used or occupied" as applied to any land or building shall be construed to include the words intended, arranged, or designed to be used or occupied.

Access means a way of approaching or entering a property.

Access street means a street providing access to cluster housing units limited to ten dwelling units or less. Access streets provide direct vehicular access to individual garages, drives, or a common parking court.

Adjacent means abutting and directly connected to or bordering on.

Administratively complete means a plan or plat tendered to the city with all of the appropriate fees, documents, data and information required in this chapter and other applicable ordinances.

Alley means a minor right-of-way, dedicated to public use, which gives a secondary means of vehicular access to the back or side of properties otherwise abutting a street, and which may be used for public utility purposes.

Applicant means a person applying for plat approval under this chapter.

Approval means the final approval in a series of required actions. For instance, the approval date of a plat requiring approval of the commission and then the council is the date of council approval.

Arterial street means a principal traffic artery or traffic way, having continuous routing over long distances, whose function is to serve as a principal connecting street with state or federal highways.

As-built-plans means a set of construction plans certified by a registered professional engineer specifying how the public improvements required for the subdivision were actually constructed.

Attendant documents means either material needed to address the specific requirements of this chapter which are not shown on plats or plans, or any information which the developer feels necessary to explain the submittal.

Block means a parcel of land, intended to be used for development purposes, which is entirely surrounded by public streets, highways, railroad right-of-way, public walks, parks or green strips, rural land, drainage channels, or a combination thereof.

Bond means any form of security including a cash deposit, surety bond, collateral, property, or instrument of credit in an amount and form satisfactory to the city council.

Buffer yard means a land area used to separate one use from another or to shield, reduce or block noise, lights, or other nuisances.

Building or setback line means a line or lines designating the interior limit of the area of a lot within which structures may be erected. The building lines generally provide the boundaries of the buildable area of any given lot.

Buffer means a barrier constructed of wood, masonry, vegetation, and/or other landscape material in such a manner that adjacent uses will be separated to such a degree that objectionable noise, heat, glare, visual clutter, dust, loss of privacy, air circulation, and other negative externalities shall be abated.

Caliper inch is a unit of measurement used to state, in inches, the diameter of a tree's trunk at a height of four feet six inches from the base of the tree at grade level.

Centerline, when referring to a waterway or drainage, means the centerline of the waterway and refers to existing topographically defined channels. If not readily discernible, the centerline shall be determined by (first) the low flow line, or (second) the center of the two-year flood plain.

City means the City of Burnet, Texas.

City manager means the chief administrative officer of the city or his/her designated representative.

City council or *council* means the Burnet City Council.

City engineer means the city engineer for the city or his/her designated representative.

City limits means within the incorporated boundaries of the city.

City staff means the officers, employees and agents of the city assigned and designated from time to time by the city manager and/or council, including but not limited to the city engineer, to review and/or comment and report on development plans.

City technical construction standards and specifications (TCSS) means a library of city approved drawings and technical data representing typical drainage, transportation, erosion and sedimentation control, and utility appurtenances to be constructed for city acceptance.

Collector street means a street whose function is to collect and distribute traffic between major thoroughfares and minor streets, is not necessarily a continuous routing for long distances, has intersections at grades and provides direct access to abutting property and includes those streets designated as secondary streets.

Commission means the planning and zoning commission of the city, or the city council if a planning and zoning commission is not operational.

Construction plans means the maps, drawings, plans and specifications indicating the proposed location and design of improvements to be installed as part of a development.

Contiguous means adjacent property whose property lines are shared or are separated by only a street, alley, easement or right-of-way.

Corner lot means a lot located at the intersection of and abutting on two or more streets.

County means Burnet County, Texas.

County appraisal district means the county appraisal district.

Critical root zone means a circular area around a significant protected tree, equal to one-foot in radius for each one-inch caliper, and the center of the circular area located at the trunk which is 10 ft. from the trunk or one-half of the drip line, whichever is more.

Crossfall means the transverse slope as related to a given longitudinal slope and measured by the rise to run ratio.

Crosswalk means a strip of land dedicated for public use and which is reserved across a lot or block for the purpose of providing pedestrian access to adjacent areas.

Cul-de-sac means a minor street having one end open to vehicular traffic and having one closed end terminated by a permanent turnaround.

Dedication means the grant of an interest in property for public purpose.

Design storm means a probable rainfall event the frequency of which is specified in periods of years and which is used to design drainage facilities and determine flood elevations.

Developer means the legal owner of land to be improved and/or subdivided or his/her authorized representative.

Developed area means that portion of a lot, easement, or parcel upon which a building, structure, pavement or other improvements have been placed.

Development means a subdivision of land as defined herein or the construction or placement of any buildings, utilities, access, roads or other structures, excavation, mining, dredging, grading, filling, clearing or removing vegetation, and the deposit of refuse, waste or fill. Lawn and yard care, including mowing of tall weeds and grass, gardening, tree care and maintenance, removal of trees or other vegetation damaged by natural forces, and ranching and farming shall not constitute development. Utility, drainage, and street repair, and any construction maintenance and installation which does not require land disturbance or result in additional impervious cover shall also not constitute development.

Development plan means a scaled drawing representing an area of land to be improved and/or developed and indicating the legal boundary of said property and the nature and extent of all existing and proposed improvements to said project.

Diseased tree means a tree weakened by disease, infestation, decay, age or fire, or any other form of damage, to an extent where there is a risk the tree may die in five years, split, fall, threaten the viability of healthy trees, or pose a hazard to any adjoining property; and the problem cannot be fixed or healed through normal horticultural practices.

Double frontage lot means a lot which runs through a block from street to street and which abuts two or more streets.

Drainageway. See waterway.

Drainfield means private sewage facility, disposal area, trench or bed utilized for final wastewater disposal.

Drip line means an imaginary line around a tree that corresponds with the outermost edge of the canopy of said tree if projected directly downward, or, if the tree is damaged or deformed, a circular area with a radius equal to two feet per caliper inch. When depicted on a survey or site plan, the drip line of a tree will generally appear as an irregularly shaped circle that follows the contour of the branches of the tree.

Drive approach means a paved surface connecting the street to a front lot line.

Driveway means the surface connecting a drive approach with a parking space, parking lot, loading dock or garage.

Dwelling unit means a residential unit designed to accommodate one household.

Easement means a grant by the property owner of the use of a strip of land for stated purposes.

Environment means the aggregate of social and physical conditions that influence the life of the individual and/or community.

Escrow funds means a deposit of cash or other approved security with the local government or approved bank or other financial institution in-lieu of a performance or maintenance bond.

Extraterritorial jurisdiction (ETJ) means the unincorporated area, not a part of any other city, which is contiguous to the corporate limits of the city, the outer limits of which are measured from the extremities of the corporate limits of the city outward for such distances as may be stipulated in the state local government code as may be amended from time to time in accordance with the total population of the incorporated city, or as expanded pursuant to state law and in which area, within the terms of the state law, the city may enjoy the violation of its subdivision ordinance.

Filing date means, with respect to plats and plans, the date the requested action is submitted to the city for consideration.

Final plat means a map of a land subdivision prepared in a form suitable for filing of record with necessary affidavits, dedications and acceptances, and with complete bearings and dimensions of all lines defining lots and blocks, streets, alleys, public areas and other dimensions of land.

Flood plain means the channel of a waterway and the adjacent land area subject to inundation during the design storm. Floodplains are typically identified by the federal emergency management administration (FEMA) in their flood insurance rate maps (FIRM).

Floodway means channel of a waterway and the adjacent land areas that must be reserved in order to discharge the design storm without cumulatively increasing the water surface elevation.

Front yard means a space extending the full width of the lot between any building set back line and the front lot line, and measured perpendicular to the building at the closest point to the front lot line.

Frontage means that side of a lot, parcel or tract of land abutting a street right-of-way and ordinarily regarded as the frontal orientation of the lot.

Governing body means the city council.

Grade means the slope of a road, street, other public way or utility line specified in terms of percent; the topographic relief of a parcel of land; the average elevation at ground level of the buildable area of a lot or parcel of land.

Grading means any stripping, cutting, filling or stockpiling of earth or land, including the land in its cut or filled condition.

Ground cover means low growing plants planted in such a manner as to form a continuous cover over the ground, such as liriope, low growing varieties of honeysuckle, confederate jasmine, English ivy or others.

Healthy tree means a tree showing good structural integrity, free of serious diseases, and maintaining normal appearance appropriate to the species including size of tree and leaves, normal coloration, and displaying normal vigor and growth characteristics of the species.

Heritage tree means a healthy, native tree having a trunk of twenty-four (24) inches or greater, but less than forty-eight (48) inches in caliper at four feet six inches above the ground.

Impervious cover means roads, parking areas, buildings, swimming pools, rooftop landscapes and other construction limiting the absorption of water by covering the natural land surface; this shall include, but not be limited to, all streets and pavement within the development.

Improvements means any street, alley, roadway, barricade, sidewalk, bikeway, pedestrian way, water line system, wastewater system, storm drainage network, public park land, landscaping, or other facility or portion thereof for which the local government may ultimately assume responsibility for maintenance and operation or which may affect an improvement for which local government responsibility is established.

Individual on-site wastewater system or private sewage facility means all systems and methods used for the disposal of sewage, other than organized sewage disposal systems. Private sewage facilities are usually composed of three units: the generating unit (the residence, institution, etc.), treatment unit, and the disposal unit (the drainfield that may be an absorption trench or bed, or an evapo- transpiration bed). A private sewage facility includes a septic tank, seepage tile sewage disposal system or any other on-lot sewage treatment device approved and installed in accordance with all local, state and federal laws and regulations.

Interior lot means a lot other than a corner lot and, bounded by a street on only one side.

Invasive tree means a tree that threatens native trees by competing for resources and habitat, including, but not limited to Juniper, Chinese Tallow, Hackberry, and Chinaberry.

Large lot subdivision means a subdivision development designed with lots a minimum of one-acre or more in size.

L.C.R.A. is a term used to identify and refer to the Lower Colorado River Authority.

Landscape development means trees, shrubs, ground cover, vines or grass installed in planting areas.

Legal lot means either a lot recorded in the official county records pursuant to and in compliance with the subdivision regulations in effect at the time of its creation, or a tract of land having existed in its present configuration prior to October 1, 1927.

Legally platted lot a lot which is part of a subdivision approved by the city and recorded in the official county records.

Letter of credit means a letter from a bank or other reputable creditor acceptable to the city that guarantees to the city that upon failure of the developer to fulfill any improvement requirements that at the city's request, funds will be provided to the city to complete the specified improvements.

Living unit equivalent (L.U.E.) means a unit of measure which represents the quantity of water utilized and wastewater generated on an average annual daily basis from a single-family, detached residence of average size and occupancy which is the standardized measure used for service units as more particularly described in the capital improvements plan ordinance.

Local health district means the county health district.

Lot means a subdivision of a block or other parcel intended as a unit for transfer of ownership, or for development, or for occupancy and/or use.

Marginal access street means a street whose function is to provide a buffer between a subdivision fronting on an arterial street or highway. The purpose of these streets is to permit better through traffic movement along arterials while preserving low density residential living environments.

Master plan means the overall development plan for the community which has been officially adopted to provide long-range development policies including all specified individual elements thereof among which are the plans for land intensities; land subdivision; circulation; and community facilities, utilities and services; and, if none, professional planning and engineering practices.

Minor arterial street means a street whose prime function is to provide access to abutting residential property within neighborhoods, with all intersections or grade, and not of continuous routing for any great distances to discourage through traffic.

Minor plat means any plat consisting of four or fewer lots fronting on an existing street that are adequately served by streets, utilities, drainage facilities (if necessary), and easements or rights-of-way; and does not require the creation of any new street(s) or the extension of municipal facilities or vacating plat. An amended plat shall be considered a minor plat.

Minor street means a local street designed primarily for access to abutting residential properties. A minor street does not include a street designed or required to be designed for through traffic.

Monarch tree means a tree having a trunk of forty-eight (48) inches or greater in caliper at four feet six inches above the ground, or any identified Indian marker tree.

Native species means a tree, shrub, vine, or ground cover of a species native or well adapted to Central Texas, and which is not an invasive tree species. A list of preferred native plant species can be found in Article IX of this Chapter.

Natural channel means the topography of a waterway prior to construction, installation of improvements or any regrading.

Natural drainage means a stormwater runoff conveyance system not altered by development.

Natural state means substantially the same conditions of the land which existed prior to its development, including but not limited to, the same type, quality, quantity and distribution of soils, ground cover, vegetation and topographic features.

Neighborhood means the area of the city characterized by residential land uses which is bounded by physical (such as river, major street, back of access) and/or political features (such as voting districts, subdivision boundaries).

Neighborhood park means a privately owned parcel of land, within a subdivision, dedicated solely for recreational uses and maintained by the residents of said subdivision.

Nuisance tree means a tree that may threaten the viability of native plant species and the integrity of the ecosystem, and shall include invasive trees and diseased trees, as defined herein.

Official county records means the Official Public Records of Burnet County, Texas (O.P.R.B.C.T.).

Off-site improvements means any required improvement which lies outside of the property being developed.

100-year flood plain means that flood which has a probability of occurring once in a 100-year period or a one-percent chance in any given year.

Overland drainage means stormwater runoff which is not confined by any natural or man-made channel such as a creek, drainage ditch, storm sewer, or the like.

Parent tract means tract or lot as described by deed or plat, which includes one or more lots that are being subdivided.

Park fund means a special fund established by the city to retain monies paid by developers in accordance with the payment in-lieu of park land dedication provisions of these regulations and to be used for the purchase of park land or improvements in the vicinity of the subdivided property for which funds have been collected.

Planned unit development (PUD) means a land development project that promotes the planning of an individual tract of land to allow for a single use, such as residential, or for a harmonious combination of uses, such as a mixture of residential and commercial.

Planning and zoning commission means the city planning and zoning commission.

Planting area means any area designed for landscape planting having a minimum of ten square feet of actual plantable area and a minimum inside dimension on any side of 18 inches.

Playscape means any structure permanently anchored to the ground that is designed for recreational purposes. Sports courts such as basketball or tennis courts are not considered playscapes.

Preliminary plat means a map of a proposed land subdivision showing the character and proposed layout of the entire property being developed in sufficient detail to indicate the suitability of the proposed subdivision of land.

Primary structure means a structure in which the principal use of the lot is conducted. For example, for single family residential lots, the house is the primary structure.

Protected tree means a healthy, native tree having a trunk twelve (12) inches or greater in caliper at four feet six inches above the ground. Protected trees shall include heritage trees and monarch trees, but shall not include nuisance trees, as defined herein.

Protective fencing means chain link fencing, orange vinyl construction fencing or other fencing at least four feet high and supported at a maximum of ten-foot intervals by approved methods sufficient to keep the fence upright and in place. The fencing shall be of a highly visible material.

Public means, with respect to land and interests in land within the city limits, the city; and, with respect to land and interests in land within the ETJ limits, the general public.

Public use or purpose means places of non-commercial public assembly or administrative functions where the primary activity is contained within a building(s), including but not limited to churches, schools and government buildings.

Rear yard means a space extending across the full width of the lot between the principal building and the rear lot line, and measured perpendicular to the building to the closest point of the rear lot line.

Regulatory 100-year floodplain means the 100-year floodplain as defined by the federal emergency management act (FEMA).

Regulatory floodway means that area designated by FEMA or subsequent federal, state, or local authority administering a flood insurance program as being within the floodway of a 100-year flood storm.

Replacement trees means new landscape trees ~~approved by the city council to be~~ planted by the developer to replace significant trees removed during the development of property. A list of ~~approved preferred~~ replacement trees can be ~~obtained at the office of the city found in Article IX of this Chapter.~~

Required yard means the open space between a lot line and the buildable area within which no structure shall be located except as provided for herein.

Reserve strip means a narrow strip of property usually separating a parcel of land from a roadway or utility line easement, or other parcel of land, that is characterized by limited depth which will not support development and which is intended to prevent access to the roadway or utility easement from adjacent property and which are prohibited by these regulations unless their control is given to the city.

Reverse frontage lot means a double frontage lot which is to be developed with the rear yard abutting a major street and with the primary means of ingress and egress provided on a minor street.

Right-of-way means a strip of land occupied or intended to be occupied by street, crosswalk, railroad, road, electric transmission line, or oil or gas pipe line, water main, sanitary or storm sewer main, or for other similar purpose or use.

Same ownership means ownership by the same person, corporation, firm, entity, partnership, or unincorporated association; or ownership by different corporations, firms, partnerships, entities, or unincorporated associations in which a stock holder, partner, or associate or a member of his/her/her family owns an interest in each corporation, firm, partnership, entity, or unincorporated association.

Secondary (accessory) structure means any structure that is subordinate and incidental to the primary structure; and is subordinate in area, extent and purpose to the primary structure; and contributes to the comfort, convenience or necessity of the occupants, business or industry in the primary structure, and is located on the same lot as the primary structure.

Setback or building line means a line or lines designating the interior limit of the area of a lot between said line and the corresponding line within which area structures may not be erected. The building lines generally provide the boundaries of the buildable area of any given lot.

Shrub means any self-supporting woody evergreen and/or deciduous species.

Side yard means a space extending from the front yard to the rear yard between the setback line and the side lot line measured perpendicular from the side lot line to the closest point of the setback line.

~~*Significant trees* means a native, living tree that the city requires preservation of to the greatest extent possible. A list of significant trees can be provided by city staff.~~

Slope means the vertical change in grade divided by the horizontal distance over which that vertical change occurred. The slope is usually given as a percentage.

Spring means a point or zone of natural groundwater discharge having measurable flow and/or a pool, however small, and characterized by the presence of a plant community adapted to the moist conditions of the site.

State health department means the Texas Department of State Health Services (DSHS).

Street means any public or private right-of-way which affords the primary means of vehicular access to abutting property.

Street line means that line limiting the right-of-way of the street and being identical with the property line of persons owning property fronting on the streets.

Street side yard means the side yard of a corner lot abutting the street right-of-way.

Street yard means a space extending across the length and/or width of a lot between the street right-of-way and the closest faces of the buildings on the lot.

Structure means anything constructed or erected on the ground or which is attached to something located on the ground.

Structures include without limitation; buildings, telecommunications towers, sheds, parking lots that are the primary use of a parcel and permanent signs. Sidewalks and paving shall not be considered structures unless located within a public utility or drainage easement.

Structural integrity means the ability of a structure to maintain stability against normal forces experienced by said structure.

Subdivision means the division or redivision of land into two or more lots, tracts, sites or parcels for the purpose of development, laying out any addition to the city, or for laying out any subdivision or building lots, or any lot, street, alley, access easement, public utility easement, park or other portion intended for use by the public, or for the use of any owner, purchaser, renter, occupant, person or entity.

Traffic impact analysis (TIA) means a study of the impacts of a development on the city's transportation system.

Tree means any self-supporting woody plant species which normally grows to an overall minimum height of 15 feet.

Tree removal and mitigation plan means a scaled drawing showing the caliper, species, and dripline of all protected trees on the site that are to be removed during construction specifying how the required mitigation will be achieved.

Tree survey means a scaled drawing accurately showing the location, caliper, drip line, and critical root zone, and species of significant protected trees in relation to the property boundaries, and prepared by a licensed arborist, surveyor, engineer, or landscape architect.

Tree topping means the significant removal or cutting back of whole tops of trees or large branches from the tops of trees, leaving only stubs or lateral branches, which results in irreparable damage to, or loss of, the tree.

Urbanization means the process of constructing public improvements required to support suburban or urban land use.

Variance means a grant of relief to a person from the requirements of this chapter when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this chapter.

Vines means any of a group of woody or herbaceous plants which may cling by twining, by means of aerial rootlets or by means of tendrils, or which may simply sprawl over the ground or other plants.

Watershed means area from which stormwater drains into a given basin, river or creek.

Waterway means any natural or man-made channel conducting storm water from a two-year storm event at a depth of eight inches or more and at a rate of 15 cubic feet per second or more. Street pavement shall in no instance be considered a waterway.

Working days means Monday through Friday exclusive of city recognized holidays.

Yard means an open space that lies between the principal or accessory building or buildings and the nearest lot line.

Yard depth means the shortest distance between a lot line and a yard line.

Yard line means a line drawn parallel to a lot line at a distance equal to the depth of the required yard.

Exhibit "B"

Amendments to

Secs. 98-22 and 98-23

Sec. 98-22. - Preliminary plat.

- (a) *Purpose.* The preliminary plat provides detailed graphic information and associated text indicating property boundaries, easements, land use, streets, utilities, drainage, and other information required to evaluate proposed subdivisions of land. A preliminary plat shall be required for any subdivision of land, except as otherwise provided for in this chapter.
- (b) *Format.* One Mylar copy of the preliminary plat shall be provided and drawn on 18-inch by 24-inch sheet(s) at a scale of one-inch equals 100 feet with all dimensions labeled accurately to the nearest foot. When more than one sheet is necessary to accommodate the entire area, an index sheet showing the entire subdivision at a scale of one-inch equals 400 feet shall be attached to the plat.
- (c) *Representation of plat.* The developer and/or his agent is encouraged to attend the public hearings during which the subdivision application is to be considered. The planning and zoning commission may deny the request if the application is not represented by the developer and/or his agent and city staff does not have the information required to satisfy questions raised by commission members.
- (d) *Content.* The preliminary plat shall include all of the land intended to be developed and any off-site improvements required to accommodate the project. If the subdivision is to be developed in phases, each phase shall be identified on the preliminary plat. The preliminary plat application shall contain ~~or have attached thereto the following:~~

(1) *General information.*

- a. Name, address and phone numbers of the developer, record owner, and authorized agents (engineer, land planner, etc.).
- b. The proposed name of the subdivision, which shall not have the same spelling or be pronounced similarly to the name of any other subdivision located within the city or within the extraterritorial jurisdiction of the city, provided however that use of the same base names for different sections or phases is required when the units are contiguous with their namesakes and individually identified by a section or phase number.
- c. The date, scale, and north indicator.
- d. A location map showing the relation of the subdivision to streets and other prominent features in all directions of one-mile using a scale of one-inch equals 2,000 feet or as approved by city staff. The latest edition of the USGS 7. map is recommended.
- e. The owner's name, deed or plat reference and property lines of property within 300 feet of the subdivision boundaries as determined by the most recent tax rolls.
- f. Certification and signature blocks as required by the city and the county. The city planning director will sign the preliminary plat showing that the plat is the document approved by the city council.
- g. The total acreage of the property to be subdivided and the subtotals by land use.
- h. A closure run sheet demonstrating an adjusted mathematical closure is in compliance with "The Texas Board of Professional Land Surveying General Rules of Practice."
- i. Developers that elect to phase in sections of a subdivision project shall provide a phasing plan for the entire land area encompassed within the subdivision for review and approval in conjunction with the plat. Subsequent changes to the phasing may be approved by the director of planning and development, after review by the city engineer, without being considered by the planning and zoning commission or city council.

(2) *Existing conditions.*

- a. The existing property lines, including bearings and distances, of the land being subdivided. Property lines shall be drawn sufficiently wide to provide easy identification.
- b. The location of existing water courses, dry creek beds, wells, sinkholes and other similar topographic features. ~~Significant trees, within the boundaries of the subdivision and of eight-inch caliper and larger, shall be~~

~~shown accurately to the nearest one-foot. Critical root zones of these trees shall also be shown. Trees may be shown utilizing a separate aerial view of the proposed area to be subdivided. A tree survey shall be prepared and submitted in conjunction with the preliminary plat.~~

- c. Centerline of water courses, creeks, existing drainage structures and other pertinent data shall be shown.
- d. Areas subject to flooding shall be shown, delineating the regulatory 100-year floodplain, annotating the base flood elevation (BFE), and any other floodplains identified in the FIRM maps as developed by FEMA. If neither encroaches upon the subject property, a note to that effect must be placed upon the drawing.
- e. Topographic data indicating two-foot contour intervals for slopes less than ten percent and five-foot contour intervals for slopes exceeding ten percent. The contoured area shall extend outward from the property boundary for a distance equal to 25 percent of the distance across the tract, but not fewer than 50 feet nor more than 200 feet.
- f. The locations, sizes and descriptions of all existing utilities, including but not limited to wastewater lines, lift stations, wastewater and storm sewer manholes, water lines, water storage tanks, and wells within the subdivision, and/or adjacent thereto.
- g. The location, dimensions, names and descriptions of all existing or recorded streets, alleys, reservations, railroads, easements or other public rights-of-way within the subdivision, intersecting or contiguous with its boundaries or forming such boundaries, as determined from existing deed and plat records.
The existing right-of-way width of any boundary street to the proposed subdivision shall also be shown.
- h. The location of city limit lines and/or outer border of the city's extra-territorial jurisdiction, as depicted on the city's most recent base map, if either traverses the subdivision or is contiguous to the subdivision boundary.

(3) *Improvements.*

- a. The location, size and description of any proposed drainage appurtenances, including storm sewers, detention ponds and other drainage structures proposed to be constructed on and off the site, and designed in accordance with the requirements of this and other applicable ordinance/law.
- b. The developer shall include a copy of the complete application for flood plain map amendment or revision, as required by the federal emergency management agency (FEMA), if applicable.
- c. The location, dimensions, names and descriptions of all proposed streets, alleys, parks, open spaces, blocks, lots, reservations, easements and rights-of-way; and areas within the subdivision indicating the connection to or continuation of other improvements in adjacent subdivisions.
- d. If applicable, the location of building setback lines indicated by dashed lines on the plat.
- e. Numbers to identify each lot and each block.
- f. The lengths of each proposed property line of all lots. The area of each lot shall be provided.
- g. ~~Significant trees to remain during construction showing the critical root zones as solid circles, and significant trees designated to be removed showing the critical root zones as dashed circles utilizing a separate aerial view of the area to be subdivided. A tree removal and mitigation plan shall be prepared and submitted in conjunction with the preliminary plat. If mitigation will be provided on-site, the tree removal and mitigation plan shall also indicate where and how the mitigation requirements will be met.~~
- h. The developer shall be responsible for providing replacement trees as specified in Article IX of this chapter. ~~shown in the application submittal documents based on a replacement ratio (inches removed to inches planted) of:~~
 - 1. ~~One to two for significant trees 18 inches in caliper and larger, and~~
 - 2. ~~One to one for significant trees between eight and 18 [inches] in caliper.~~

~~3. Replacement trees shall not be required for the removal of trees smaller than eight inches in caliper.~~

~~The removal of significant trees larger than 18 inches in caliper shall require commission approval.~~

- i. Developer shall contact the postmaster for the U.S. Postal Service in the city to discuss requirements for the delivery of mail to residents of the subdivision and any other requirements they may have.

(4) *Support documents.*

- a. A drainage study, consisting of a drainage area map with contours, location and capacities of existing and proposed drainage features, and calculations in accordance with this chapter and good engineering practices, shall be provided to ensure the property will be developed in accordance with city drainage policies and L.C.R.A. regulatory requirements.
- b. Utility demand data, consistent with the proposed uses indicated on the preliminary plat, to determine the adequacy and the consistency of proposed utility improvements.
- c. If a subdivision is located in an area served by any utility other than the city, the developer shall furnish a letter from such utility certifying their approval of the location of the utility easements shown on the plat and indicating the utility's intent to serve the property.

(5) *Accuracy of data.* The applicant shall be responsible for verifying the accuracy of all data submitted, including that which might be obtained from the city, excepting that data which can only be obtained from the city.

(e) *Procedure.* A preliminary plat for any proposed subdivision of land shall be submitted to the city planning department for commission review and subsequent city council approval.

- (1) Legible prints, as indicated on the application form, shall be submitted at least 30 days prior to the regular meeting of the commission at which the preliminary plat is to be heard, along with the following:
 - a. Completed application forms and the payment of all applicable fees.
 - b. A summary letter stating briefly the type of street surfacing, drainage, electrical, water and wastewater facilities proposed.
 - c. A petition requesting annexation, if applicable.
 - d. A letter requesting any variances from the provisions of this chapter with the payment of any administrative fees.
 - e. Any attendant documents needed to supplement the information provided on the preliminary plat.
- (2) City staff shall review all preliminary plat submittals for administrative completeness at the time of application. If, in the judgment of city staff, the preliminary plat submittal substantially fails to meet the minimal informational requirements as outlined above, it will not be accepted for review and the preliminary plat shall be deemed rejected. The developer shall have up to 60 days from the date the preliminary plat is deemed denied to remedy all deficiencies or the preliminary plat shall be rejected for filing and new filing fees will be required for subsequent submittals.
- (3) Prior to the commission meeting at which the preliminary plat is presented, city staff shall review the plat for consistency with ordinances, codes, policies and plans.
- (4) After the preliminary plat is determined to be administratively complete, city staff shall prepare a report analyzing the preliminary plat submittal, and recommending either the approval, disapproval or conditional approval of the preliminary plat. This report shall be available at least five working days prior to the commission meeting.
- (5) If the developer chooses to withdraw the preliminary plat, in writing, by noon of the third working day preceding the meeting, the submittal may appear on the next commission or council agenda, as applicable, after repayment of the applicable fees if notices of public hearing are required or more than 60 days elapse between the voluntary withdrawal of the preliminary plat and the commission or council agenda for which the preliminary plat was ready for consideration.

(f) *Notification.*

- (1) The developer may post signs along contiguous rights-of-way at each corner of the development and at intervals that do not exceed 300 feet between said corners, giving notice of the public hearings for the project.
- (2) The city shall publish a public notice at least once in a newspaper of general circulation in the city not fewer than 15 or more than 30 days prior to said public hearing.
- (3) The city shall mail public notification forms, postmarked no fewer than ten days prior to the appropriate commission hearing, to the owners of all property, any part of which is located within 300 feet of the perimeter of the property included within the preliminary plat.

(g) *Approval.* The commission, after holding public hearings in accordance with city ordinances and codes, shall make a recommendation to the city council on the request for preliminary plat approval. The plat will be considered at the next regularly scheduled public hearing of the city council, but not earlier than five working days after the commission's hearing.

- (1) The planning and zoning commission shall act within 30 days of the preliminary plat filing date to either recommend approval, denial or modification to the application. Failure of the commission to act within the 30 days shall be deemed an approval of the plat, except as otherwise agreed to by the developer. Plans that are disapproved as submitted may be resubmitted without charge within 60 days of disapproval with additional fees being assessed. The city council shall act within 30 days of the approval or inaction of the application by the commission. A plat is considered approved by the city council unless it is disapproved within that period.
- (2) Zoning of the tract, if applicable, that shall permit the uses proposed by the preliminary plat, or any zoning amendment necessary to permit the proposed uses shall have been adopted prior to or concurrently with the approval of the preliminary plat by the council.
- (3) Approval of the preliminary plat shall not constitute approval of the final plat, but shall constitute a vesting of the right to develop under city ordinances, codes and policies in effect on the date the requested permit is filed, provided that neither the preliminary plat nor any subsequent plat or permit has been, or is, allowed to expire.
- (4) The developer may elect to phase the subdivision project.
- (5) The developer should be aware that specific approvals from other agencies may be required.
- (6) Upon approval of the preliminary plat and all signatures having been executed, the developer shall furnish one Mylar reproducible copy of the approved plat to be kept on file at the city as public record.

(h) *Expiration.*

- (1) The approval of the preliminary plat or any subsequent plan or plat shall expire no earlier than the 5th anniversary of the date the first permit application was filed for if no progress has been made towards completion of the project or;
 - a. An extension is granted by the commission in accordance with this chapter.
- (2) If a preliminary plat expires, it may be reinstated only upon resubmittal of the unaltered, approved plat to the commission and council and the approval by both bodies. All fees shall be repaid as if the plat were initially being submitted.

(i) *Extension.* The developer may apply for an extension, in writing, prior to the 5th anniversary of the first permit application by stating reasons for needing the extension and demonstrating pursuit of approvals for construction plans and/or final plat in accordance with this chapter. Upon receipt of this written request, the commission may, at its discretion, grant up to a two- extension so long as the preliminary plat remains consistent with the master plan and/or ordinances of the city.

(j) *Revision.* If a revision to a previously approved preliminary plat is required, then no application for final plat shall be accepted until the revised preliminary plat has been submitted and approved by the commission. This signed, approved document shall be kept on file as public record in the offices of the city.

- (k) *Responsibility.* Notwithstanding the approval of any preliminary plat by the council commission or the city engineer, the developer and the engineer that prepares and submits such plats shall be and remain responsible for the adequacy of the design and nothing in this chapter shall be deemed or construed to relieve or waive the responsibility of the developer or his/her engineer for or with respect to any plat submitted.
- (l) *Unlawful to record.* It shall be unlawful to cause to be recorded, any preliminary plat of land within the city limits or extraterritorial jurisdiction of the city, with the county clerk and recorder's office.

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- (a) *Purpose.* Construction plans, based upon the approved preliminary plat, and consisting of detailed specifications and diagrams illustrating the location, design, and composition of all improvements identified in the preliminary plat phase and required by this chapter and other applicable city ordinances, codes and policies, shall be submitted to the city for approval. In addition, any project that necessitates the construction, reconstruction or modification of existing city infrastructure shall also be submitted to the city for approval. The plans shall be kept by the city as a permanent record of required improvements in order to:
- (1) Provide better records that facilitate the operation and maintenance of, and any future modifications to existing city infrastructure.
 - (2) Provide data for evaluation of materials, methods of construction and design.
 - (3) Upon completion of field construction, the developer/owner shall furnish the city planning department one complete set of construction plans in an electronic format acceptable to the city that show all subdivision infrastructure "as built". A paper copy of the "as built" may be submitted if prior approval of the city has been obtained. All infrastructure shall be located in the state plain grid coordinates with surface elevations.
 - (4) No final plat shall be certified by the city, and no construction activities shall commence, until such time as construction plans completely describing the on-site and off-site improvements required by this chapter and other applicable city ordinances and codes, have been approved by the city engineer.
- (b) *Format.* Drawings shall be on 24-inch by 36-inch sheets at generally accepted horizontal and vertical engineering scales.
- (c) *Content.* Construction plans shall include all on and off-site improvements required to serve the proposed development as indicated on the approved preliminary plat and in compliance with applicable ordinances, codes, standards and policies of the city, and other applicable governmental entities. All construction plans shall be signed and scaled by a registered professional engineer, licensed to practice in the state, and shall contain or have attached thereto:
- (1) *Cover sheet.*
 - a. The appropriate project name, date, and the name, addresses and phone numbers of the developer, engineer and surveyor, etc.
 - b. A location map showing the relation of the subdivision to streets and other prominent features in all directions for a radius of at least one-mile using a scale of one-inch equals 2,000 feet. The latest edition of the USGS 7.5 minute quadrangle map is recommended.
 - (2) *Street and roadway systems.*
 - a. The horizontal layouts and alignments showing geometric data and other pertinent design details. The horizontal layout shall also show the direction of storm water flow and the location of manholes, inlets and special structures;
 - b. Vertical layouts and alignments showing existing and proposed center line, right and left right-of-way line elevations along each proposed roadway.
 - c. Typical right-of-way cross sections showing pertinent design details and elevations as prescribed in the city TCSS;
 - d. Typical paving sections showing right-of-way width, lane widths, median widths, shoulder widths, and pavement recommendations;
 - e. Attendant documents containing any additional information required to evaluate the proposed roadway improvements, including geotechnical information; and
 - (3) *Drainage improvements.*
 - a. Detailed design of all drainage facilities as indicated in the preliminary plat phase, including typical channel or

paving section, storm sewers and other storm water control facilities in compliance with the regulatory requirements of the city drainage criteria manual.

- b. Typical channel cross-sections, plan and profile drawings of every conduit/channel shall be shown.
- c. Existing and proposed topographic conditions indicating two-foot contour intervals for slopes less than ten percent, five-foot contour intervals for slopes exceeding ten percent and referenced to a United States geological survey or coastal and geodetic survey bench mark or monument.
- d. Attendant documents containing design computations in accordance with this chapter, and any additional information required to evaluate the proposed drainage improvements.
- e. A copy of the complete application for flood plain map amendment or revision, as required by the federal emergency management agency (FEMA), if applicable.

(4) Erosion and sedimentation controls.

- a. Proposed fill or other structure elevating techniques, levees, channel modifications and detention facilities.
- b. Existing and proposed topographic conditions with vertical intervals not greater than one-foot referenced to a United States geological survey or coastal and geodetic survey bench mark or monument.
- c. The location, size, and character of all temporary and permanent erosion and sediment control facilities with specifications detailing all on-site erosion control measures which will be established and maintained during all periods of development and construction.
- d. Contractor staging areas, vehicle access areas, temporary and permanent spoils storage areas.
- e. A plan for restoration or the mitigation of erosion in all areas disturbed during construction.

(5) Water distribution systems.

- a. The layout, size and specific location of the existing and proposed water mains, pump stations, storage tanks and other related structures sufficient to serve the proposed land uses and development as identified in the preliminary plat phase and in accordance with the city technical construction standards and specifications.
- b. The existing and proposed location of fire hydrants, valves, motors and other fittings.
- c. Design details showing the connection with the existing city water system.
- d. The specific location and size of all water service connections for each individual lot.
- e. Attendant documents containing any additional information required to evaluate the proposed water distribution system.

(6) Wastewater collection systems.

- a. The layout, size and specific location of the existing and proposed wastewater lines, manholes, lift stations, and other related structures sufficient to serve the land uses and development as identified in the preliminary plat phase, in accordance with all current city technical construction standards and specifications, and criteria for construction of wastewater systems.
- b. Plan and profile drawings for each line in public right-of-ways or public utility easements, showing existing ground center line of pipe, pipe size and flow line elevation at all bends, drops, turns, and station numbers at 50-foot intervals.
- c. Design details for manholes and special structures. Flow line elevations shall be shown at every point where the line enters or leaves the manholes.
- d. Detailed design for lift stations, package plants or other special wastewater structures.
- e. Attendant documents containing any additional information required to evaluate the proposed wastewater system, and complete an application for Texas Commission on Environment Quality (TCEQ) approval.

(7) Street lighting. The location, size, type and description of street lights according to the requirements of the city TCSS.

- (8) *Street signs.* The location, size, type and description of street signs according to the requirements of the city TCSS.
 - (9) *Sidewalks.* The location, size and type of sidewalks and pedestrian ramps according to the requirements of the city TCSS.
 - (10) *Improvements for parks and other public and common areas.* As identified and/or approved on the preliminary plat.
 - (11) ~~*[Location, size and description.] Tree removal and mitigation plan.*~~ The location, size and description of all significant trees (to remain and to be removed), and replacement trees to meet the requirements of this chapter may be shown utilizing a separate aerial view of the area to be subdivided. A tree removal and mitigation plan shall be prepared and submitted in conjunction with the construction plans. If mitigation will be provided on-site, the tree removal and mitigation plan shall also indicate where and how the mitigation requirements will be met.
 - (12) *Protective fencing.* During construction, protective fencing must be erected around all protected trees that will remain. Such fencing shall be located outside of the critical root zone, and at least 10 ft. from the trunk or one-half of the drip line, whichever is more. Parking, storage, or movement of equipment, vehicles, material, debris or fill inside the critical root zone is prohibited.
 - (13) *Landscaping and screening.* The location, size and description of all landscaping and screening materials to be used in common areas as required by this chapter.
 - (14) *Design criteria.* Final design criteria, reports, calculations, and all other related computations, if not previously submitted with the preliminary plat.
 - (15) *Cost estimates.* A cost estimate of each required improvement, prepared, signed and sealed by a professional engineer licensed to practice in the state.
- (d) *Procedure.* After all necessary approvals of the preliminary plat have been granted, construction plans, together with a completed application form, administrative fees, and any other federal, state or local permits required prior to construction (L.C.R.A. NPS permit, SWPPP, etc.) Shall be submitted to the city engineer for approval.
- (1) Construction plans may be submitted for review and approval simultaneously with a final plat, provided however that the final plat shall not be approved until the construction plans have been approved. If the construction plans and the final plat are to be reviewed simultaneously, a complete application for construction plans and a complete application for final plat must be submitted to the city simultaneously.
 - (2) City staff shall review all construction plan submittals for administrative completeness at the time of application. If in the judgment of the city, the construction plan submittal substantially fails to meet the minimal informational requirements as outlined above, it will not be accepted for review and the construction plan shall be deemed rejected. The developer shall have up to 60 days from the date the construction plan is deemed denied to remedy all deficiencies or the construction plan shall be rejected for filing and new filing fees will be required for subsequent submittals.
 - (3) The city engineer shall review the construction plans to insure compliance with this chapter, and other applicable city ordinances, codes, standards and specifications, and good engineering practices.
- (e) *Approval.* Within 30 days of the date on which all required information has been accepted for review, the city engineer shall either approve or disapprove the construction plans.
- (1) If the construction plans are disapproved, the city engineer shall notify the applicant, in writing, of disapproval and indicate the requirements for bringing the construction plans into compliance.
 - (2) If construction plans are approved, then the city engineer shall sign and seal the cover sheet of the construction plans, and return the signed copy to the planning department for city records.
 - (3) The developer should be aware that specific approvals from other agencies may be required.

- (4) All improvements shown in the approved construction plans shall be constructed pursuant to and in compliance with plans, except as otherwise specifically approved.
- (f) *Revision.* Where it becomes necessary, due to conflicts, omissions or other unforeseen circumstances, for corrections to be made to construction plans for which approval has already been obtained, the city engineer shall have the authority to approve such corrections when, in his/her opinion, such changes are warranted and also in conformance with city requirements. Approval of such changes agreed to between the developer and city engineer shall be noted by initialing and dating by both parties on the two original signed copies of the construction plans. Significant changes, as determined by the city engineer, shall require the submittal of a change sheet that depicts the changes to be submitted to the city engineer for review and approval.
- (g) *Responsibility.* Notwithstanding the approval of any construction plans by the council, commission or the city engineer, the developer and the engineer that prepares and submits such plans and specifications shall be and remain responsible for the adequacy of the design of all such improvements; and nothing in this chapter shall be deemed or construed to relieve or waive the responsibility of the developer or his/her engineer for or with respect to any design, plans and specifications submitted.

Exhibit "C"

Amendments Adopting

Chapter 98, Article IX

Chapter 98 – SUBDIVISIONS

ARTICLE IX. – TREE PRESERVATION, MITIGATION, AND REMOVAL

Sec. 98-124. – General Provisions.

- (a) If there are protected trees on the site, a tree protection plan, and/or tree removal and mitigation plan shall be submitted for all residential and non-residential site development or redevelopment.
- (b) A tree removal permit shall be required for the removal of any protected tree. Such permit shall be applicable to the site, and shall not be required for individual trees. The fee for a tree removal permit shall be twenty-five dollars (\$25.00).
- (c) The developer shall be responsible for providing replacement trees as shown in the application submittal documents based on a replacement ratio (inches removed to inches planted) of:
 - 1) One to one (1:1) for protected trees 12 inches in caliper and larger, but less than 24 inches in caliper, and
 - 2) One to two (1:2) for heritage trees 24 inches in caliper and larger, but less than 48 inches in caliper.
 - 3) One to four (1:4) for monarch trees 48 inches in caliper and larger.
 - 4) Replacement trees shall not be required for the removal of trees smaller than 12 inches in caliper.
 - 5) Replacement trees shall be selected from the list of native canopy tree species found in Article IX of this Chapter, and shall be at least 2 inches in caliper at the time of planting.
 - 6) Replacement trees shall not be required for the removal of nuisance trees, as defined herein.
- (d) Exceptions.
 - 1) *Hazardous Trees.* If a protected tree is determined to pose an imminent or immediate threat to persons or property, the requirements of this section may be waived as deemed necessary by the City Manager or his or her designee.
 - 2) *Airport Hazard.* Protected trees which constitute an Airport Hazard, as defined in Chapter 18, are exempt from the requirements of this section.
 - 3) *Sight Triangles.* If a protected tree is interfering with the safe visibility at a sight triangle of an existing public street, as determined by the City Manager or his or her designee, the tree may be removed without fulfilling the mitigation requirements of this chapter.
 - 4) *Dead or Diseased Trees.* If a protected tree is already dead, dying or fatally diseased prior to starting a project, the provisions of the mitigation requirements will not apply. A certified letter from a licensed arborist may be required prior to removal of a dead or diseased tree.
 - 5) *Installation and maintenance of public utilities and infrastructure.* If the location of a protected tree interferes with the City's ability to install, maintain, or remove underground or overhead utilities or infrastructure, the City shall not be subject to the requirements of this Article. Nothing in this chapter shall prohibit the trimming, topping, or removal of trees as deemed necessary by the City. Notwithstanding the foregoing, the City shall make all reasonable efforts to preserve heritage and monarch trees.
- (e) *On-site mitigation.* Removal of protected trees shall be mitigated on-site whenever feasible.
- (f) *Fee-in-lieu of mitigation.* In cases where on-site mitigation is deemed infeasible, e.g., planting capacity has been reached on site and no off-site location is available, a payment in lieu of providing replacement trees may be approved by the City Manager or his or her designee. Such fee shall be used by the city to purchase and plant replacement trees in public parks or on other city-owned property. Payment in lieu of replacement trees shall be calculated as follows:
 - 1) One hundred dollars (\$100.00) per caliper inch of protected tree to be removed.
 - 2) Two hundred dollars (\$200.00) per caliper inch of heritage tree to be removed.
 - 3) Four hundred dollars (\$400.00) per caliper inch of monarch tree to be removed.

(g) Prohibited activities.

- 1) It shall be unlawful for any person to remove any protected tree without first securing a tree removal permit.
- 2) It shall be unlawful for any person to damage a protected tree, such as through tree topping, over pruning or chemical poisoning.
- 3) It shall be unlawful for a person to continue work or removal of trees after a stop work order has been issued.
- 4) It shall be unlawful for a person to engage in any activity which causes damage to the crown or trunk or disturbs the critical root zone of a protected tree without providing mitigation as required by this Chapter.

(h) Unauthorized removal. Any person who intentionally, knowingly, accidentally, or negligently removes a protected tree in violation of this section shall be required to:

- 1) Replant replacement trees at a caliper ratio of two to one (2:1) for protected trees, four to one (4:1) for heritage trees, and eight to one (8:1) for monarch trees; or
- 2) In convicted of violating this section, a fine not to exceed two hundred dollars (\$200.00) per caliper inch of protected tree removed, four hundred dollars (\$400.00) per caliper inch of heritage tree removed, and eight hundred dollars (\$800.00) per caliper inch of monarch tree removed shall be imposed by the municipal Court.

Chart 1—NATIVE PLANT SPECIES

| CANOPY TREES | | |
|---|--|--|
| <u>Pecan</u> | <u><i>Carya illinoensis</i></u> | <u>Deep tap root</u> |
| <u>Bur Oak and other White</u> | <u><i>Quercus macrocarpa, etc.</i></u> | <u>Nice branch character</u> |
| <u>Cedar Elm</u> | <u><i>Ulmus crassifolia</i></u> | <u>Disease resistant</u> |
| <u>Shumard Red Oak and other Red Oaks</u> | <u><i>Quercus Shumardi, etc.</i></u> | <u>Red fall color</u> |
| <u>Live Oak</u> | <u><i>Quercus virginiana</i></u> | <u>Very hardy evergreen</u> |
| <u>Post Oak</u> | <u><i>Quercus stellata</i></u> | <u>Disease and drought resistant</u> |
| <u>Lacey Oak</u> | <u><i>Quercus glaucoides</i></u> | <u>Small to medium tree that is drought tolerant, pest resistant</u> |
| <u>Big Tooth Maple</u> | <u><i>Acer grandidentatum</i></u> | <u>Fall color</u> |
| <u>Texas Ash, Mountain Ash</u> | <u><i>Fraxinus texensis</i></u> | <u>Long lived, fast growing</u> |
| <u>Chinese Pistachio(e)</u> | <u><i>Pistacia chenenesis</i></u> | <u>Fall color</u> |
| <u>Ginkgo</u> | <u><i>Gingo bilboa</i></u> | <u>Yellow fall color</u> |
| <u>Catalpa</u> | <u><i>Catalpa sp.</i></u> | <u>Flowers, slightly messy</u> |
| <u>Western Soapberry</u> | <u><i>Sapindus drummondii</i></u> | <u>Showy winter fruit, yellow fall color</u> |
| <u>American Sycamore</u> | <u><i>Plantanus occidentalis</i></u> | <u>Stout trunk and large limbs</u> |

| | | |
|---------------------------------|--|---|
| <u>Mexican Sycamore</u> | <u>Platanus mexicana</u> | <u>Insect and disease resistant</u> |
| <u>Bald Cypress</u> | <u>Taxodium species distichum</u> | <u>Fernlike leaves, fall color</u> |
| <u>Montezuma Cypress</u> | <u>Taxodium species</u> | <u>Fernlike leaves, fall color</u> |
| <u>Texas Pistachio</u> | <u>Pistacia texensis</u> | <u>Evergreen in this area, new growth red</u> |
| <u>Escarpment Black Cherry</u> | <u>Prunus serotina var. eximia</u> | <u>Spring blooms and summer fruits, vivid yellow fall foliage</u> |
| <u>ORNAMENTAL TREES</u> | | |
| <u>Texas persimmon</u> | <u>Diospyros texana</u> | <u>Smooth gray bark</u> |
| <u>Sweetgum</u> | <u>Liquidambar styraciflua</u> | <u>Tall tree, red bark</u> |
| <u>Possumhaw Holly</u> | <u>Ilex deciduas</u> | <u>Deciduous, red fruit in winter</u> |
| <u>Texas Redbud</u> | <u>Cercis Canadensis texana</u> | <u>Long flowering in spring</u> |
| <u>Desert Willow</u> | <u>Chilopsis linearis</u> | <u>Drought tolerant, summer blooms</u> |
| <u>Yaupon</u> | <u>Ilex vomitoris</u> | <u>Very hardy, red berries</u> |
| <u>Vitex</u> | <u>Vitex Agnus-castus</u> | <u>Native, purple or white flower</u> |
| <u>Crape Myrtle</u> | <u>Lagerstroemia indica</u> | <u>Some die back, flowers</u> |
| <u>Eve's Necklace</u> | <u>Sophora affinis</u> | <u>Fernlike foliage, winter fruit color</u> |
| <u>Japanese Black Pine</u> | <u>Pinus thunbergi</u> | <u>Great color, best of pines</u> |
| <u>Loquat</u> | <u>Eriobotrya japonica</u> | <u>Evergreen, fall fruit</u> |
| <u>Texas Mountain Laurel</u> | <u>Sophora secundiflora</u> | <u>Fragrant purple flower</u> |
| <u>Mexican Plum</u> | <u>Prunus Mexicana</u> | <u>White flowers</u> |
| <u>Mexican Buckeye</u> | <u>Ungnadia speciosa</u> | <u>Brilliant pink flowers in spring</u> |
| <u>Eldercia Pine (Afgan)</u> | <u>Pinus cliderica</u> | <u>30 — 80', suited to alkaline soils</u> |
| <u>SHRUBS</u> | | |
| <u>Hollies (most varieties)</u> | <u>Hex sp.</u> | <u>Durable, some have berries</u> |
| <u>Eleagnus</u> | <u>Eleagnus pungens</u> | <u>Large, gray, tolerates heat, drought</u> |

| | | |
|--|---|---|
| <u>Dwarf Wax Myrtle</u> | <u>Myrica pulilla</u> | <u>Mass plantings, hedges</u> |
| <u>Evergreen Sumac</u> | <u>Rhus virens</u> | <u>Evergreen red fruit</u> |
| <u>Flame leaf Sumac</u> | <u>Rhus lanceolata</u> | <u>Brilliant red foliage</u> |
| <u>Florida Jasmine</u> | <u>Jasminum floridum</u> | <u>Spring yellow blooms</u> |
| <u>Indian Hawthorn (all</u> | <u>Raphiolepis indica</u> | <u>Spring flower</u> |
| <u>Red Yucca</u> | <u>Hesperaloe parviflora</u> | <u>Coral flower spikes</u> |
| <u>Viburnum (all varieties)</u> | <u>Viburnum sp.</u> | <u>Dark green, spring flowers</u> |
| <u>Nandina Domestica</u> | <u>Nandina domestica</u> | <u>Winter color, red berries</u> |
| <u>Moonbay Nandina</u> | <u>Nandina moonbay</u> | <u>Compact, winter color</u> |
| <u>Gulf stream Nandina</u> | <u>Nandina gulfstream</u> | <u>Winter color, fuller at base</u> |
| <u>Italian Jasmine</u> | <u>Jasminum humile</u> | <u>Flower small, bright yellow</u> |
| <u>Mexican Buckeye</u> | <u>Ungnadio speciosa</u> | <u>Hardy, spring pink flowers</u> |
| <u>Agarita</u> | <u>Berberis triflata</u> | <u>Holly-like foliage, flowers, berries</u> |
| <u>Muhly Grass</u> | <u>Muhlenbergia lindheimeri</u> | <u>Looks like small pampas grass</u> |
| <u>Pampas Grass</u> | <u>Cordateria Selloana</u> | <u>Fall flower</u> |
| <u>GROUND COVERS</u> | | |
| <u>Holly Fern</u> | <u>Cyrtomium falcatum</u> | <u>Coarse texture, dark green</u> |
| <u>Rosemary</u> | <u>Rosmarinus officinalis</u> | <u>Coarse texture, dark green</u> |
| <u>Santolina (green and gray)</u> | <u>Santolina spp.</u> | <u>Will take extreme heat</u> |
| <u>Cherry Sage</u> | <u>Salvia Greggii</u> | <u>Nearly evergreen, long bloom season</u> |
| <u>Liriope</u> | <u>Liriope muscari</u> | <u>Hardy, blue flower</u> |
| <u>Mondo (monkey) Grass</u> | <u>Ophiopogon japonicas</u> | <u>Thin, dark leaves, hardy</u> |
| <u>Asian Jasmine</u> | <u>Trachelopermun asiaticum</u> | <u>Some die back</u> |
| <u>Trailing Vinca (periwinkle)</u> | <u>Vinca Major</u> | <u>Shade, flower</u> |
| <u>Ajuga (carpet bugle)</u> | <u>Ajuga reptans</u> | <u>Shade, part shade, purple flower</u> |

| | | |
|---------------------------|------------------------------------|---------------------------------------|
| <u>Star Jasmine</u> | <u>Trachelospermum</u> | <u>Sun, white flower, can be vine</u> |
| <u>VINES</u> | | |
| <u>Cross Vines</u> | <u>Bigonia capreolata</u> | <u>Bi-color flower</u> |
| <u>Carolina Jessamine</u> | <u>Gelsemium sempervirens</u> | <u>Yellow flower</u> |
| <u>Coral Honeysuckle</u> | <u>Lonicera sempervirens</u> | <u>Red flower</u> |
| <u>Pyracantha</u> | <u>Pyracantha sp.</u> | <u>Thorns, flowers, berries</u> |
| <u>Lady Banksia Rose</u> | <u>Rose Banksiae</u> | <u>Yellow flower, needs support</u> |
| <u>Boston Ivy</u> | <u>Parthenocissus tricuspidate</u> | <u>Climbing, bright red in fall</u> |
| <u>English Ivy</u> | <u>Hedera helix</u> | <u>Shade, self-climbing, also</u> |

Chart 2—NUISANCE PLANT SPECIES

| | |
|------------------------|------------------------------|
| <u>NUISANCE TREES</u> | |
| <u>Juniper (males)</u> | <u>Juniperus</u> |
| <u>Chinese Tallow</u> | <u>Sapium sebiferum</u> |
| <u>Hackberry</u> | <u>Celtis laevigata</u> |
| <u>Chinaberry</u> | <u>Melia azedarach</u> |
| <u>Bradford Pear</u> | <u>Pyrus calleryana</u> |
| <u>Silver Maple</u> | <u>Acer saccharinum</u> |
| <u>Sycamore</u> | <u>Platanus occidentalis</u> |
| <u>Honey Mesquite</u> | <u>Prosopis glandulosa</u> |

Exhibit "D"

Amendments to

Secs. 118-61 and 118-62

ARTICLE III. - SITE DEVELOPMENT PLAN REQUIREMENTS AND SPECIAL PROVISIONS

Sec. 118-61. - Construction plans.

- (a) *Purpose and applicability.* Construction plans provide detailed graphic information and associated text indicating property boundaries, easements, land use, street access, utilities, drainage, off-street parking, lighting, signage, landscaping, vehicle and pedestrian circulation, open spaces and general conformance with the master plan and ordinances of the city when necessary in accordance with the city building codes. When required, construction plan approval by the city engineer shall be required for any development or improvement of land subject to this chapter, and not otherwise required by the city's subdivision ordinance. Construction plans will not be required for development of existing lots or short form subdivisions which have adequate utilities and public access as determined by the city engineer.
- (b) *Format.* Construction plans shall be drawn on 24" × 36" sheets at a generally accepted engineering scale, and sufficient to thoroughly meet the informational requirements herein.
- (c) *Content.* Construction plans shall include all of the land proposed to be developed or improved, and any offsite improvements required to accommodate the project. Construction plans shall contain, or have attached thereto:
 - (1) A cover sheet, showing:
 - a. Names, addresses and phone numbers as applicable of the record owner and developer, if any, and all authorized agents including the architect, engineer, landscape architect and surveyor.
 - b. The proposed name of the project.
 - c. A location map showing the relation of the project to streets and other prominent features in all directions for a radius of at least one mile using a scale of 1" = 2,000'. The latest edition of the USGS 7.5-minute quadrangle map is recommended.
 - d. Certification, revision and signature blocks as required by the city.
 - e. The total acreage of the property to be developed.
 - f. Current zoning district as defined by this chapter.
 - g. An existing conditions plan, showing as follows:
 1. Boundary of existing zoning districts, if applicable.
 2. The existing property lines, including bearings and distances, of the land being developed or improved. Property lines shall be drawn sufficiently wide to provide easy identification.
 3. The location of existing structures and improvements, if applicable.
 4. The accurate location, caliper and critical root zone of ~~significant trees 8-inch-caliper and larger, all~~ protected trees in relation to the property boundary and, if applicable, within the limits of the proposed off-site improvements.
 5. Centerline of water courses, creeks, existing drainage structures and other pertinent data shall be shown.
 6. Lines delineating the regulatory 100-year floodplain, if applicable.
 7. Topographic data indicating two-foot contour intervals. The contoured area shall extend outward from the property boundary for a distance equal to 25 percent of the distance across the tract, but not fewer than 50 feet nor more than 200 feet.
 8. The locations, sizes and descriptions of all existing utilities, including but not limited to sewer lines, lift stations, sewer and storm sewer manholes, water lines, water storage tanks, and wells within the property, and/or adjacent thereto. Existing overhead and underground electric utilities shall also be shown.

9. The location, dimensions, names and descriptions of all existing or recorded streets, alleys, reservations, railroads, easements, building setbacks or other public rights-of-way within the property, intersecting or contiguous with its boundaries or forming such boundaries, as determined from existing deed and plat records. The existing right-of-way width of any boundary street to the property shall also be shown.
 10. Location of city limit lines and/or outer border of the city's extraterritorial jurisdiction, as depicted on the city's most recent base map, if either traverses or is contiguous to the property boundary.
- h. An erosion and sedimentation control plan, showing as follows:
1. Proposed fill or other structure elevating techniques, levees, channel modifications and detention facilities.
 2. Existing and proposed topographic conditions with vertical intervals not greater than two feet referenced to a United States Geological Survey or Coastal and Geodetic Survey bench mark or monument.
 3. The location, size, and character of all temporary and permanent erosion and sediment controls with specifications detailing all onsite erosion control measures which will be established and maintained during all periods of development and construction.
 4. Contractor staging areas, vehicles access areas, temporary and permanent spoils storage areas.
 5. A plan for restoration and for the mitigation of erosion in all areas disturbed during construction.
- i. A site plan, showing all visible improvements to the land, including the following:
1. The location, dimensions, square footage, height and intended use of existing and proposed buildings on the site.
 2. Location, number and dimensions of existing and proposed parking spaces, distinguishing between standard, handicap and van handicap spaces and calculation of applicable minimum requirements in accordance with this chapter.
 3. The location, type and dimensions of proposed driveways, signs and traffic control devices.
 4. Compliance with the city's transportation policies provided in the city's subdivision ordinance.
- j. A grading and drainage plan, showing as follows:
- k. A drainage area map delineating areas to be served by proposed drainage improvements.
- 1) Detailed design of all drainage facilities, including typical channel or paving section, storm sewers, detention ponds and other stormwater control facilities.
 - 2) Proposed in a public utility easement and/or public right-of-way.
 - 3) Existing and proposed topographic conditions with vertical intervals not greater than two feet referenced to a United States Geological Survey or Coastal and Geodetic Survey bench mark or monument.
 - 4) Attendant documents containing design computations and any additional information required to evaluate the proposed drainage improvements.
 - 5) Compliance with the city's drainage policies provided in the city's subdivision ordinance.

l. A utility plan, showing as follows:

1. The layout, size and specific location of proposed water mains and other related structures and in accordance with all current city standards, specifications and criteria for construction of water mains.
2. The location of proposed fire hydrants, valves, meters, pipe fittings and other appurtenances.
3. Design details showing the connection with the existing city water system.
4. The layout, size and specific location of the proposed wastewater lines, lift stations and other related structures, and in accordance with all current city standards, specifications and criteria for construction of wastewater systems.
5. Plan and profile drawings for each line in public right-of-way or public utility easements, showing existing ground level elevation at center line of pipe, pipe size and flow line elevation at all bends, drops, turns, station numbers at 50-foot intervals.
6. Detailed design for lift stations, special wastewater appurtenances, if applicable.
7. Utility demand data, and other attendant documents, to evaluate the adequacy of proposed utility improvements, and the demand on existing city utilities.
8. Compliance with the city's utility policies provided in the city's subdivision ordinance.

m. A building plan, including floor, building, foundation, roof plans and elevations.

n. A landscape plan, showing as follows:

1. Dimensions, types of materials, size and spacing of proposed vegetative materials, planting details and irrigation appurtenances in relation to proposed structures or other significant improvements.
2. The following maintenance note: The developer and subsequent owners of the landscaped property, or the manager or agent of the owner, shall be responsible for the maintenance of all landscape areas. Said areas shall be maintained so as to present a healthy, neat and orderly appearance at all times and shall be kept free of refuse and debris. All planted areas shall be provided with a readily available water supply and watered as necessary to ensure continuous healthy growth and development. Maintenance shall include the replacement of all dead plant material if that material was used to meet the requirements of the subdivision regulations.
3. Compliance with the ~~city's~~ landscaping and screening requirements of this chapter. See Sec. 118-61 of this chapter.
4. Compliance with all protected tree preservation and mitigation requirements, as outlined in Chapter 98 of this code, Article IX.

o. Construction details, showing (when applicable) as follows:

1. Structural retaining walls and/or detention outlet structures.
2. Storm sewer manhole and covers, typical channel sections, inlets, safety end treatments and headwalls.
3. Wastewater manholes and covers, cleanouts, grease traps, pipe bedding and backfill.
4. Water valves, water meters, fire hydrants, thrust blocks, backflow prevention and concrete encasement.
5. Driveways, curb and gutter, sidewalks, curb ramps, pavement sections and pavement repair.
6. Silt fence, rock berms, stabilized construction entrance, and inlet protection.
7. Traffic controls when working in public right-of-way.
8. Applicable city standard details and specifications.

(d) *Procedure.* Construction plans for the development or improvement of land in the city limits, not otherwise governed by the city's subdivision ordinance, shall be submitted to the city for approval prior to the issuance of a building permit.

- (1) Two complete sets of construction plans shall be submitted to city staff for review by the building official or the city engineer at any time prior to the issuance of a building permit, along with the following:

- a. Completed application forms and the payment of all applicable fees.
 - b. A letter requesting any variances from the provisions of this chapter.
 - c. Any attendant documents needed to supplement the information provided on the construction plans.
- (2) City staff shall review all construction plan submittals for completeness at the time of application. If, in the judgment of city staff, the construction plan submittal substantially fails to meet the minimal informational requirements as outlined above, it will not be accepted for review.
- (3) The building official or city engineer shall review the construction plans to insure compliance with this chapter, and other applicable city ordinances, codes, standards and specifications, and good engineering practices.
- (4) Construction plans may be rejected at any time subsequent to submittal and prior to final approval for failure to meet the minimum informational requirements of this chapter.
- (5) Applicable fees pursuant to city ordinance shall be paid, including, but not limited to, all professional fees, engineer and attorney fees incurred by the city for or with respect to the review, processing and approval of the application for the approval of the building permit.
- (e) *Approval.* Within 30 days of the date on which all required information has been accepted for review, the building official or the city engineer shall either approve or disapprove the construction plans. If the construction plans are disapproved, the building official or the city engineer shall notify the applicant, in writing, of disapproval and indicate the requirements for bringing the construction plans into compliance. If construction plans are approved, then the building official or the city engineer shall sign the cover sheet of the construction plans, returning one signed copy to the applicant and retaining the other signed copy for city records.
 - (1) Specific approvals required from other agencies shall be obtained by the owner.
 - (2) All improvements shown in the approved construction plans shall be constructed pursuant to and in compliance with the approved plans, except as otherwise specifically approved.
 - (3) It shall be the right of the applicant seeking construction plan approval, to appeal a decision of the building official or the city engineer to the commission and have a final decision rendered by the commission.
- (f) *Revision.* Where necessary, due to unforeseen circumstances, for corrections to be made to construction plans for which approval has already been obtained, the building official or the city engineer shall have the authority to approve such corrections when, in his/her opinion, such changes are warranted and also in conformance with city requirements. Approval of such changes agreed to between the developer and building official or city engineer shall be noted by initialing and dating by both parties on the two original signed copies of the construction plans.
- (g) *Responsibility.* Notwithstanding the approval of any construction plans the building official or the city engineer or the commission, the developer and the engineer that prepares and submits such plans and specifications shall be and remain responsible for the adequacy of the design of all such improvements; and nothing in this chapter shall be deemed or construed to relieve or waive the responsibility of the developer and his/her engineer for or with respect to any design, plans and specifications submitted.
- (h) *Expiration.* Unless a longer time shall be specifically established as a condition of approval, construction plan approval shall expire 12 months following the date on which such approval became effective, unless prior to the expiration, a building permit is issued and construction is commenced and diligently pursued toward completion.
- (i) *Extension.* Construction plan approval may be extended if the developer submits a written request for extension and continuance of the plan as approved by the city prior to expiration. Approval of any such extension request shall be automatic one time only for a period of 12 months.

Sec. 118-62. - Landscaping and screening requirements.

- (a) *Purpose.* The purpose of this section is, in conjunction with the other requirements of this chapter, to promote and support the orderly, safe, attractive and healthful development of land located within the community, and to promote the general welfare of the community by preserving and enhancing ecological, environmental and aesthetic qualities, through established requirements for the installation and maintenance of landscaping elements and other means of site improvements in developed properties. Landscape plans will not be required for existing lots or short form subdivisions that have adequate utilities and public access as determined by the city engineer. The following are additional factors considered in establishing the requirements of this section:
- (1) Paved surfaces, automobiles, buildings and other improvements produce increases in air temperatures, a problem especially noticeable in this southern region, whereas plants have the opposite effect through transpiration and the creation of shade. Likewise, impervious surfaces created by development generate greater water runoff causing problems from contamination, erosion and flooding. Preserving and improving the natural environment and maintaining a working ecological balance are of increasing concern. The fact that the use of landscape elements can contribute to the processes of air purification, oxygen regeneration, water absorption, water purification, and noise, glare and heat abatement as well as the preservation of the community's aesthetic qualities indicates that the use of landscape elements is of benefit to the health, welfare and general wellbeing of the community and, therefore, it is proper that the use of such elements be required.
 - (2) The city experiences frequent droughts and periodic shortages of adequate water supply; therefore, it is the purpose of this section to encourage the use of drought resistant vegetation that does not consume large quantities of water.
- (b) *Installation and plan.* All landscape materials shall be installed according to American Association of Nurserymen (AAN) standards. An approved landscape plan shall be required for all new development in any zoning district, save and except for A, OS, R-1 and R-1E districts.
- (c) *Maintenance.* The owner of the landscaped property shall be responsible for the maintenance of all landscape areas. Said areas shall be maintained so as to present a healthy, neat and orderly appearance at all times and shall be kept free of refuse and debris. All planted areas shall be provided with a readily available water supply and watered as necessary to ensure continuous healthy growth and development. Maintenance shall include the replacement of all dead plant material if that material was used to meet the requirements of this section.
- (d) *Planting criteria.*
- (1) *Trees.* Trees shall be a minimum of two inches in caliper measured three feet above finished grade immediately after planting. A list of ~~recommended preferred~~ landscape trees ~~may be obtained from the city can be found in Chapter 98 of this code. If the developer chooses to substitute trees not included on the recommended list, those trees shall have an average mature crown greater than 15 feet in diameter to meet the requirements of this section. Trees having an average mature crown less than 15 feet in diameter may be substituted by grouping trees so as to create at maturity the equivalent of a 15-foot diameter crown if the drip line area is maintained. A minimum area three feet in radius is required around the trunks of all existing and proposed trees.~~ The planting of trees will not be required prior to final approval or acceptance of the final subdivision plat.
 - (2) *Shrubs and ground cover.* Shrubs, vines and ground cover planted pursuant to this section shall be good, healthy nursery stock. Shrubs must be, at a minimum, a one-gallon container size.
 - (3) *Lawn grass.* It is recommended that grass areas be planted with drought resistant species normally grown as permanent lawns, such as Bermuda, Zoysia, or Buffalo. Grass areas may be sodded, plugged, sprigged or seeded except that solid sod shall be used in areas subject to erosion. With the exception of lawns being sodded, each lawn area shall have sediment fencing installed on the down slope side to prevent erosion. Where seed is utilized, it shall

be raked in and watered at sufficient intervals to ensure that it takes root and begins growing. Thinned areas shall be reseeded to ensure complete coverage of the lawn.

- (4) *Synthetic plants.* Synthetic or artificial lawns or plants shall not be used in lieu of plant requirements in this section.
- (5) *Architectural planters.* The use of architectural planters may be permitted in fulfillment of landscape requirements.
- (6) *Other.* Any approved decorative aggregate or pervious brick pavers shall qualify for landscaping credit if contained in but no credit shall be given for concrete or other impervious surfaces. Alternative types of landscaping, such as xerosc types of landscaping designed to conserve water shall be reviewed by the planning and development service staff for compatibility with the area immediately surrounding the subject property.

- (e) *Landscaping requirements.* A minimum percentage of the total lot area shall be devoted to landscape development in accordance with the following schedule.

| Zoning or Use | Percentage |
|--------------------------------|------------|
| (1) Multifamily, Open Space | 20% |
| (2) Residential | *Note |
| (3) Commercial uses | 15% |
| (4) Industrial—Light and Heavy | 10% |
| (5) Agricultural | None |

*Note. Minimum landscape requirements for each lot on which a single-family, dwelling, or a manufactured home, is constructed or installed after the date of this chapter shall be a minimum of two, two-inch trees and lawn grass from the front property line to the front two corners of the structure. Residential structures on reverse frontage lots shall also be required to screen the rear of the structure from the abutting highway, access road, or other public right-of-ways.

- (f) *Exceptions.* Exceptions to these provisions may be granted by the commission and/or council to require a lesser amount of landscaping if
 - (1) The aesthetic, buffering and environmental intent of this chapter is met, and the reduction of the landscape area results in the preservation of natural features having comparable value to the reduced landscape requirements, or
 - (2) The density of the ground proves to be substantially difficult as to create an undue hardship not found in the majority of the city.
- (g) *Placement.* Landscaping shall be placed upon that portion of a tract or lot that is being developed. Fifty percent of the required landscaped area and required plantings shall be installed between the front property lines and the building being constructed. Undeveloped portions of a tract or lot shall not be considered landscaped, except as specifically approved by the commission. Landscaping placed within public right-of-ways shall not be credited to the minimum landscape requirements by this section.
- (h) *Credit.* The ~~building official and/or city engineer~~ City Manager or his or her designee shall, with respect to the issuance of a building permit or approval of a construction or site development plan, give a credit against the requirements of this section for trees preserved on the site. In addition, any required landscaping trees shall count toward the mitigation requirement, as outlined in Chapter 98. Provided that, in order to reward the preservation of significant-protected trees, a credit may be given for such preservation only if no more than 50 percent of the critical root zone is disturbed or

distressed with impervious cover; and provided further that the remaining critical root zone must consist of at least 100 square feet.

- (i) *Additional required plantings.* For every 600 square feet of landscape area required by this section, two trees and four shrubs shall be planted. To reduce the thermal impact of unshaded parking lots, additional trees shall be planted, if necessary, so that no parking space is more than 50 feet away from the trunk of a tree, unless otherwise approved by the commission. This subsection (1) shall not apply to any property included in any of the following zoning categories: A, and R-1.
- (j) *Replacement of required trees.* Upon the death or removal of a tree planted pursuant to the terms of this section, a replacement tree of equal size and type shall be required to be planted. A smaller tree that will have a mature crown similar to the tree removed may be substituted if the planting area or pervious cover provided for the larger tree in this section is retained.
- (k) *Screening.* The following requirements shall be in addition to the foregoing landscaping and planting requirements.
 - (1) All off-street parking, loading spaces and docks, outside storage areas, satellite dishes larger than 18 inches in diameter, antennas, mechanical equipment, and the rear of structures on reverse frontage lots, must be screened from view from the street or public right-of-ways.
 - (2) Approved screening techniques include privacy fences, evergreen vegetative screens, landscape berms, existing vegetation or any combination thereof.
 - (3) Privacy fences.
 - a. All fences required by this subsection and along a common property boundary shall be six feet in height.
 - b. Fences over six feet in height shall be allowed for impeding access to hazardous facilities. including, but not limited to, electrical substations, swimming pools and chemical or equipment storage yards, where the slope of a line drawn perpendicular to the fence line averages 20 percent or more on either side of the fence over a distance no less than 15 feet, or where the fence forms a continuous perimeter around a subdivision and the design of said perimeter fence is approved by the commission.
 - c. Fences less than or equal to three feet in height shall be allowed in front yards.
 - d. No fence or other structure more than 30 percent solid or more than three feet high shall be located within 25 feet of the intersection of any rights-of-way.
 - e. All fences shall be constructed to maintain structural integrity against natural forces such as wind, rain and temperature variations. The fence shall be constructed of stone, masonry or wood products or an approved alternate material (such as composite decking material). Fence materials shall be approved by the planning and development services staff.
 - f. The finished side of all fences built to comply with these regulations shall face away from the screened object.
 - 4) *Evergreen vegetative screens.* Evergreen plant materials shall be shrubs, at least 30 inches in height and at a minimum spacing of 48 inches at the time of installation. Shrubs may be used in combination with landscape trees to fulfill the requirements of this section.
 - 5) *Landscape berms.* Landscape berms may be used in combination with shrubs and trees to fulfill the screening requirements of this section if the berm is at least three feet in height and has a maximum side slope of four feet of horizontal run for every one foot in vertical rise.
 - 6) *Native vegetation.* Existing vegetation, demonstrating significant visual screening capabilities and as approved by the commission may fulfill the requirements of this section. The landscape requirements must be met prior to new development receiving a certificate of occupancy.



Development Services

ITEM 4.3

Wallis Meshier
Director of Development Services
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Agenda Item Brief

Meeting Date: June 25, 2019

Agenda Item: Discuss and consider Council direction regarding the minimum lot depth of commercial lots, as prescribed in Sec. 118-20, Chart 1: W. Meshier

Background: At the June 11th City Council meeting, there were two requests to rezone property on the east side of North Water Street (Hwy. 281) to Medium Commercial – District “C-2.” At that meeting, an issue was raised regarding the minimum lot depth for “C-2” lots. Sec. 118-20, Chart 1 states that the minimum lot depth for a “C-2” lot is 150 feet. However, many of the existing parcels along parts of Hwy. 281 and Hwy. 29 are less than 150 feet in depth. This is particularly true along the east side of North Water Street (Hwy. 281) and for several lots on the north and south sides of Buchanan Drive (Hwy. 29).

Based on direction from the City Attorney, any lot less than 150 feet deep is not eligible to be rezoned to “C-2.” This effectively precludes many of the lots along the two main commercial corridors in Burnet from being rezoned or developed as anything higher than Light Commercial – District “C-1.”

In addition, many of the existing Heavy Commercial – District “C-3” lots along east Polk Street (Hwy. 29) and South Water Street (Hwy. 281) do not meet the 250 ft. minimum lot depth for the “C-3” district. Therefore, the current minimum lot depth for “C-3” would preclude any Heavy Commercial uses from utilizing these properties, even though they are located on a major highway.

Information: Below is a table showing the current minimum lot widths, depths, and area for each commercial zoning district:

| Zoning District | Min. Lot Width | Min. Lot Depth | Min. Lot Area |
|-----------------|---|----------------|---|
| NC | 60 ft. | 90 ft. | 7,600 s.f. |
| C-1 | 50 ft. | 90 ft. | 4,500 s.f. |
| C-2 | 60 ft. | 150 ft. | 7,600 s.f. |
| C-3 | 60 ft. for single tenant; 100 ft. for multi-tenant | 250 ft. | 7,600 s.f. for single tenant; 10,000 s.f. for multi-tenant |

Recommendation: To be determined. Staff is seeking the Council’s direction regarding possible changes to the minimum lot depths for commercial lots, and/or other changes to Chart 1, as deemed appropriate by the Council.



Development Services

ITEM 4.4

Wallis Meshier
Director of Development Services
(512) 715-3215
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Agenda Item Brief

Meeting Date: June 25, 2019

Agenda Item: FIRST READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 TO REZONE APPROXIMATELY 0.96 ACRE, LEGALLY DESCRIBED AS LOTS 1 AND 2 OF THE FOX N. 281 PROPERTIES SUBDIVISION, FROM ITS PRESENT DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1” TO A DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2,” SAID PROPERTY BEING GENERALLY LOCATED ON THE NORTHEAST CORNER OF NORTH WATER STREET (HWY. 281) AND EAST KERR STREET; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: (501 N. Water St.) W. Meshier

Background: This item is for consideration of a request to rezone 0.96 acres located on the northeast corner of North Water Street (Hwy. 281) and East Kerr Street. The property owner has submitted a request to have the parcel rezoned from “C-1” (Light Commercial) to a designation of “C-2” (Medium Commercial).

Recommendation: Staff recommends approval of the first reading of Ordinance 2019-17 as presented.

ORDINANCE NO. 2019-17

AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 TO REZONE APPROXIMATELY 0.96 ACRE, LEGALLY DESCRIBED AS LOTS 1 AND 2 OF THE FOX N. 281 PROPERTIES SUBDIVISION, FROM ITS PRESENT DESIGNATION OF LIGHT COMMERCIAL – DISTRICT “C-1” TO A DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2,” SAID PROPERTY BEING GENERALLY LOCATED ON THE NORTHEAST CORNER OF NORTH WATER STREET (HWY. 281) AND EAST KERR STREET; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, The Planning and Zoning Commission of the City of Burnet, on June 10, 2019, did conduct a public hearing for the purpose of taking public comment regarding the proposal to rezone approximately 0.96 acres legally described as Lots 1 and 2 of the Fox N. 281 Properties Subdivision from its present designation of Light Commercial – District “C-1” to a designation of Medium Commercial – District “C-2,” said property being addressed as 501 North Water Street and being generally located on the northeast corner of North Water Street (Hwy. 281) and East Kerr Street; and

WHEREAS, The City Council of the City of Burnet, on June 11, 2019 did conduct its own public hearing for the purpose of taking public comment regarding the proposal to rezone approximately 0.96 acres legally described as Lots 1 and 2 of the Fox N. 281 Properties Subdivision from its present designation of Light Commercial – District “C-1” to a designation of Medium Commercial – District “C-2,” said property being addressed as 501 North Water Street and being generally located on the northeast corner of North Water Street (Hwy. 281) and East Kerr Street; and

WHEREAS, The City Council, based on due consideration of the Planning and Zoning Commission recommendation, and its own findings, did determine that assigning Medium Commercial – District “C-2” to approximately 0.96 acres legally described as Lots 1 and 2 of the Fox N. 281 Properties Subdivision from its present designation of Light Commercial – District “C-1” to a designation of Medium Commercial – District “C-2,” said property being addressed as 501 North Water Street and being generally located on the northeast corner of North Water Street (Hwy. 281) and East Kerr Street to be consistent with development patterns in the surrounding area and consistent with the best public interest of the City;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, THAT:

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Zoning Changed. Approximately 0.96 acres legally described as Lots 1 and 2 of the Fox N. 281 Properties Subdivision, said property being addressed as 501 North Water Street and being generally located on the northeast corner of North Water Street (Hwy. 281) and East Kerr Street, is hereby assigned a zoning designation of Medium Commercial – District “C-2”

Section 3. Repealer. Other ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent that they are in conflict.

Section 4. Severability. Should any provisions of this ordinance be held void or unconstitutional, it is hereby provided that all other parts of the same which are not held void or unconstitutional shall remain in full force and effect.

Section 5. Effective Date. This ordinance is effective upon final passage and approval.

Section 6. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meeting Act, Chapter. 551, Loc. Gov’t. Code.

PASSED AND APPROVED on First Reading this 25th day of June, 2019.

FINALLY PASSED AND APPROVED on this 9th day of July, 2019.

CITY OF BURNET, TEXAS

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary



Development Services

ITEM 4.5

Wallis Meshier
Director of Development Services
(512) 715-3215
wmeshier@cityofburnet.com

Agenda Item Brief

Meeting Date: June 25, 2019

Agenda Item: FIRST READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 TO REZONE APPROXIMATELY 0.2336 ACRE, LEGALLY DESCRIBED AS LOT 1A OF THE SHORT FORM REPLAT OF THE SOUTH ONE-HALF OF LOT NUMBER 2, WALLIS ADDITION, FROM ITS PRESENT DESIGNATION OF SINGLE FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2,” SAID PROPERTY BEING GENERALLY LOCATED EAST SIDE OF NORTH WATER STREET (HWY. 281), APPROXIMATELY 550 FEET SOUTH OF THE INTERSECTION WITH EAST TAGGARD STREET; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: W. Meshier

Background: This item is for consideration of a request to rezone 0.2336 acres located on the east side North Water Street (Hwy. 281), north of East Kerr Street and south of East Taggard Street (see Exhibit A). The property owner has submitted a request to have the property rezoned from “R-1” (Single-Family Residential) to a designation of “C-2” (Medium Commercial) for the purpose of selling it to a buyer who plans to own and operate a car wash on the property.

Recommendation: Staff recommends approval of the first reading of Ordinance 2019-18 as presented.

ORDINANCE NO. 2019-18

AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 TO REZONE APPROXIMATELY 0.2336 ACRE, LEGALLY DESCRIBED AS LOT 1A OF THE SHORT FORM REPLAT OF THE SOUTH ONE-HALF OF LOT NUMBER 2, WALLIS ADDITION, FROM ITS PRESENT DESIGNATION OF SINGLE FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2,” SAID PROPERTY BEING GENERALLY LOCATED EAST SIDE OF NORTH WATER STREET (HWY. 281), APPROXIMATELY 550 FEET SOUTH OF THE INTERSECTION WITH EAST TAGGARD STREET; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, The Planning and Zoning Commission of the City of Burnet, on June 10, 2019, did conduct a public hearing for the purpose of taking public comment regarding the proposal to assign Medium Commercial — District “C-2” to approximately 0.2336 acre, legally described as Lot 1A of the Short Form Replat of the South One-Half of Lot Number 2, Wallis Addition, from its present designation of Single-Family Residential – District “R-1” to a designation of Medium Commercial – District “C-2,” said property being generally located east side of North Water Street (Hwy. 281), approximately 550 feet south of the intersection with East Taggard Street; and

WHEREAS, The City Council of the City of Burnet, on June 11, 2019 did conduct its own public hearing for the purpose of taking public comment regarding the proposal to assign Medium Commercial — District “C-2” to approximately 0.2336 acre, legally described as Lot 1A of the Short Form Replat of the South One-Half of Lot Number 2, Wallis Addition, from its present designation of Single-Family Residential – District “R-1” to a designation of Medium Commercial – District “C-2,” said property being generally located on the east side of North Water Street (Hwy. 281), approximately 550 feet south of the intersection with East Taggard Street; and

WHEREAS, The City Council, based on due consideration of the Planning and Zoning Commission recommendation, and its own findings, did determine that assigning Medium Commercial — District “C-2” to approximately 0.2336 acre, legally described as Lot 1A of the Short Form Replat of the South One-Half of Lot Number 2, Wallis Addition, said property being generally located on the east side of North Water Street (Hwy. 281), approximately 550 feet south of the intersection with East Taggard Street, to be consistent with development patterns in the surrounding area and consistent with the best public interest of the City;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, THAT:

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Zoning Changed. Approximately 0.2336 acre, legally described as Lot 1A of the Short Form Replat of the South One-Half of Lot Number 2, Wallis Addition, said property being generally located on the east side of North Water Street (Hwy. 281), approximately 550 feet south of the intersection with East Taggard Street, is hereby assigned a zoning designation of Medium Commercial – District “C-2”.

Section 3. Repealer. Other ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent that they are in conflict.

Section 4. Severability. Should any provisions of this ordinance be held void or unconstitutional, it is hereby provided that all other parts of the same which are not held void or unconstitutional shall remain in full force and effect.

Section 5. Effective Date. This ordinance is effective upon final passage and approval.

Section 6. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meeting Act, Chapter. 551, Loc. Gov’t. Code.

PASSED AND APPROVED on First Reading this 25th day of June, 2019.

FINALLY PASSED AND APPROVED on this 9th day of July, 2019.

CITY OF BURNET, TEXAS

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary



Development Services

ITEM 4.6

Wallis Meshier
Director of Development Services
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Agenda Item Brief

Meeting Date: June 25, 2019

Agenda Item: Discuss and consider action: A request for approval of a proposed grinder pump located at 707 Lamar Street, as required by City of Burnet Code of Ordinances Sec. 98-45(a)(2): W. Meshier

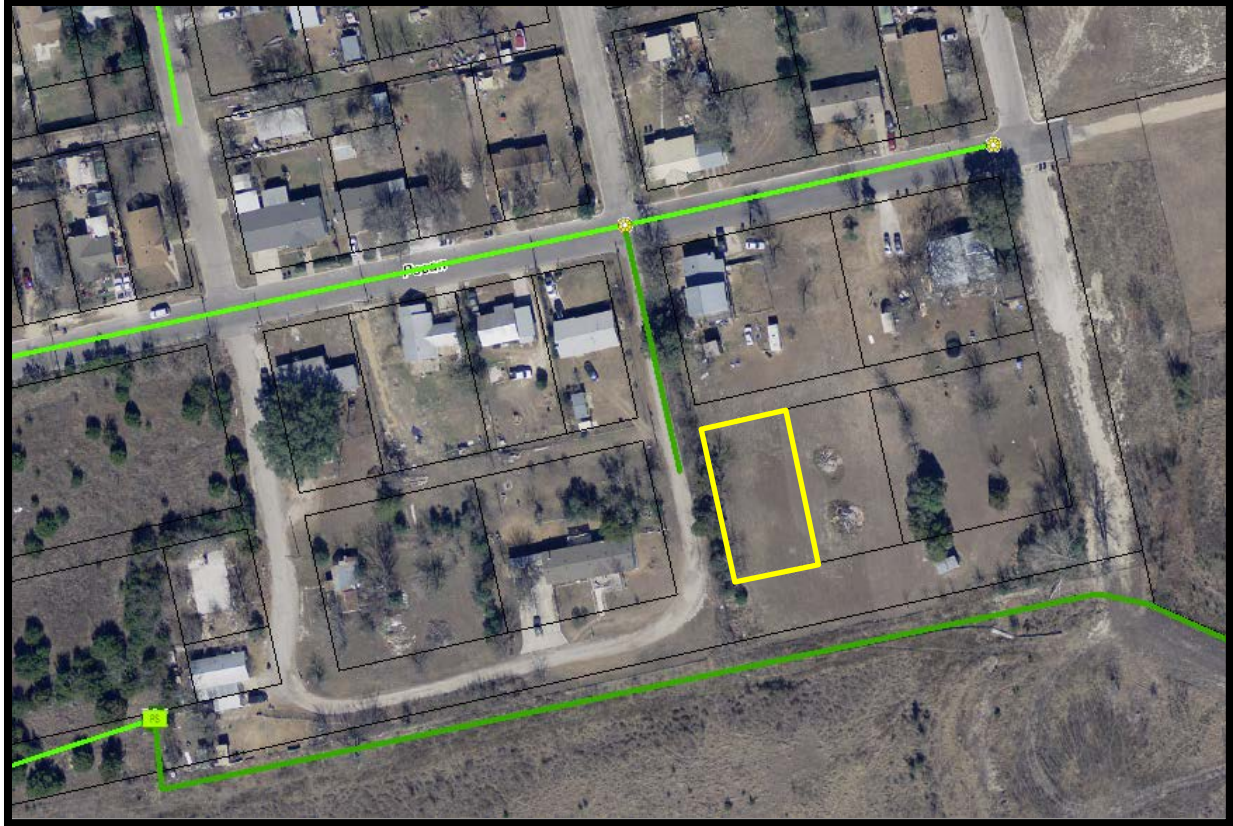
Background: The subject property is located on the east side of Lamar Street, south of East Pecan Street, and is legally described as Lots 5, Block 36 of the Johnson Addition. City of Burnet Code of Ordinances Sec. 98-45(a)(2) states in part that “in those cases where an approved public wastewater collection main is not located within a reasonable distance, an alternative wastewater system may be constructed with City Council approval.”

Information: This item is for consideration of a request to install a grinder pump for the subject property, which will connect to an existing 2-inch force main within the Lamar Street right-of-way. The 2-inch force main connects to the existing gravity line in the Pecan Street right-of-way. A grinder pump is necessary in order to tie into a pressurized main.

The closest gravity sewer line is located in the undeveloped Elm Street right-of-way, located approximately 500 feet southwest of the subject property. However, tapping into this existing gravity line is not feasible due to the topography of the area. Therefore, staff has determined that the most cost-effective solution is for the property at 707 Lamar to tie into the existing 2-inch force main with a grinder pump.

Recommendation: Staff recommends approval of the request for the grinder pump at 707 Lamar Street as proposed.

EXHIBIT "A"
Location Map





Public Works Department

ITEM 4.7

Gene Courtney
Public Works Director
(512)-756-2402
gcourtney@cityofburnet.com

Agenda Item Brief

| | |
|------------------------|--|
| Meeting Date: | June 25, 2019 |
| Agenda Item: | Discuss and consider action: Acceptance of a Public Utility Easement granted by the Big Leaf LTD: G. Courtney |
| Background: | This is an undeveloped track of land that is located between Oak Vista Blvd and Hole number 6 of the Delaware Springs Golf Course. |
| Information: | This easement would allow staff to relocate the existing powerline to accommodate a city owned water main to serve the property that Big Leaf LTD would like to develop. |
| Fiscal Impact: | NONE |
| Recommendation: | Staff recommends Council accept the Public Utility Easement granted by Big Leaf LTD. |

NON-EXCLUSIVE UTILITY EASEMENT

DATE:

GRANTOR: **Big Leaf LTD**

GRANTOR'S MAILING ADDRESS (including County): **605B North Water Street
Burnet, Burnet County, Texas 78611**

GRANTEE: **City of Burnet, Texas**

GRANTEE'S MAILING ADDRESS (including County): **PO Box 1369
Burnet, Burnet County, Texas 78611**

LIENHOLDER: **None**

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY:

BEING A 15 FOOT WIDE, 0.76 ACRE PUBLIC UTILITY EASEMENT OUT OF THE EUGENIO PEREZ SURVEY NO. 41, ABSTRACT NO. 672, BURNET COUNTY, TEXAS, OUT OF A CALLED 67.330 ACRE TRACT KNOWN AS TRACT 26 AS DESCRIBED IN INSTRUMENT TO BIG LEAF, LTD, RECORDED IN DOCUMENT NO. 201101280 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, AND OUT OF A REMNANT TRACT CALLED PROPERTY NO. 7 AS DESCRIBED IN INSTRUMENT TO BIG LEAF, LTD, RECORDED IN VOLUME 618, PAGE 569 OF THE REAL PROPERTY RECORDS OF BURNET COUNTY, TEXAS, SAID 0.76 ACRE PUBLIC UTILITY EASEMENT BEING MORE PARTICULARLY DESCRIBED THE SURVEY ATTACHED HERETO AS EXHIBIT "A" AND THE METES AND BOUNDS DESCRIPTION ATTACHED HERETO AS EXHIBIT "B".

GRANTOR, for the **CONSIDERATION** paid to **GRANTOR**, hereby grants, sells, and conveys to **GRANTEE**, its successors and assigns, a non-exclusive, perpetual easement for all purposes necessary for installing, operating and maintaining any and all desired utility services within said easement, including but not limited to placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed structures or improvements reasonably necessary for the supplying of electric, water and/or sanitary sewer service and all other utility services deemed necessary by the **GRANTEE** in, upon, under and across the **PROPERTY** more fully described and as shown in Exhibit "A" attached hereto. **GRANTEE'S** easement rights are limited to the purposes set forth herein, and does not entitle **GRANTEE**, its successors or assigns, to use of the **PROPERTY** for ingress, egress, or as a private roadway or a public roadway. Even though this is a non-exclusive easement, **GRANTEE** has a superior right of use over any other holders of an easement across the same or substantially the same property and no other easement holder can interfere, restrict, or impede **GRANTEE'S** easement use.

TO HAVE AND TO HOLD the above-described non-exclusive easement, together with all and singular the rights and appurtenances thereto in anyway belonging unto **GRANTEE**, and **GRANTEE's** successors and assigns forever; and **GRANTOR** does hereby bind itself, its successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the non-exclusive easement unto **GRANTEE**, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

Big Leaf LTD

LaVonna R. Fox

By: LaVonna R. Fox, President of Little Leaf LP, partner of Big Leaf LTD

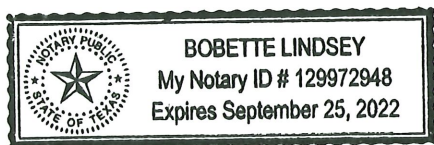
THE STATE OF TEXAS

§

COUNTY OF BURNET

§

This instrument was acknowledged before me the 6 day of June, 2019, by, LaVonna R. Fox, President of Little Leaf LP, and partner of Big Leaf LTD



Bobette Lindsey
Notary Public-State of Texas

After recording return to:

City of Burnet, Texas
P.O. Box 1369
Burnet, Texas 78611

ACCEPTANCE

This Non-Exclusive Easement was accepted by the City Council of the City of Burnet on the ____ day of _____, 2019.

CITY OF BURNET, TEXAS

By: _____
Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

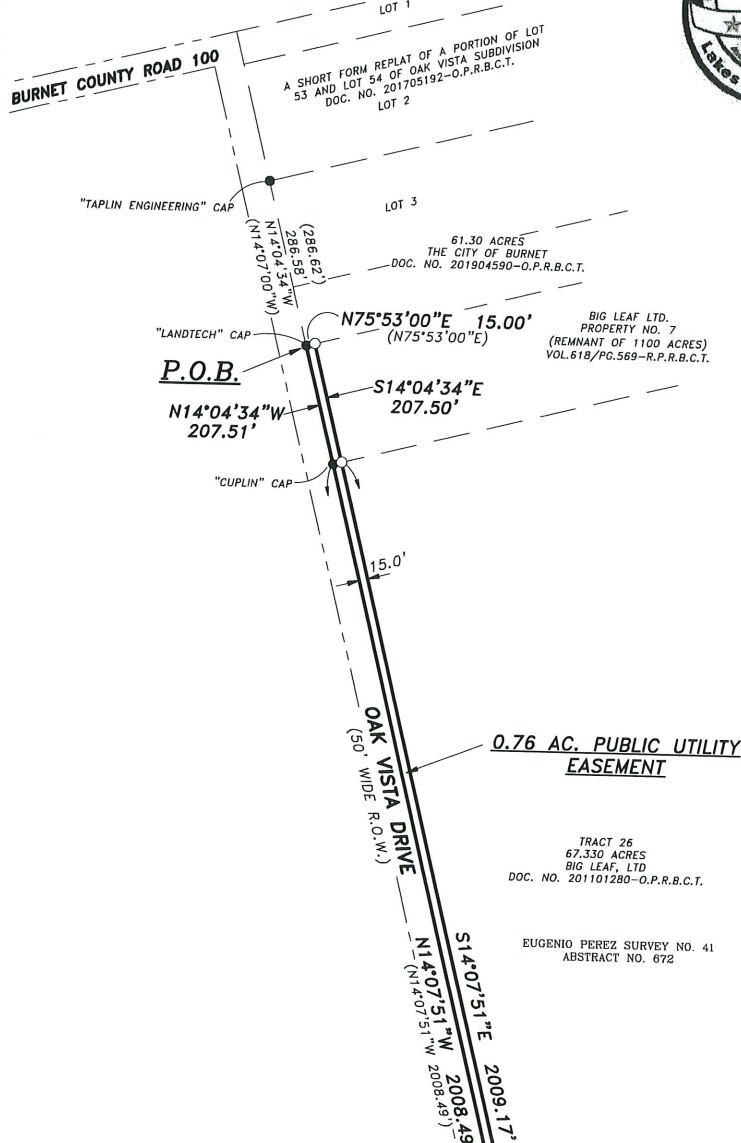
AFTER RECORDING RETURN TO:

City of Burnet, Texas
Attn. City Secretary
1001 Buchanan Drive, Suite 4
P.O. Box 1369
Burnet, TX 78611

EXHIBIT "A"



| LEGEND | |
|------------|--|
| ● | 1/2" IRON PIN FOUND (UNLESS NOTED) |
| ○ | SET 1/2" IRON PIN WITH CUPLIN PROPERTY CAP |
| ... | VOLUME/PAGE |
| P.R.B.C. | PLAT RECORDS BURNET CO. |
| D.R.B.C. | DEED RECORDS BURNET CO. |
| R.P.R.B.C. | REAL PROPERTY RECORDS BURNET COUNTY |
| O.P.R.B.C. | OFFICIAL PUBLIC RECORDS BURNET COUNTY |
| () | RECORD INFO/SUBJECT |



NOTES:

1) BASIS OF BEARINGS ARE TO THE NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM, CENTRAL ZONE.

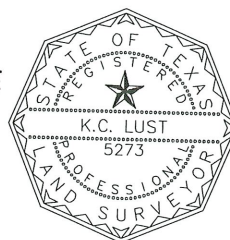
PUBLIC UTILITY EASEMENT EXHIBIT

BEING A 15 FOOT WIDE, 0.76 ACRE PUBLIC UTILITY EASEMENT OUT OF THE EUGENIO PEREZ SURVEY NO. 41, ABSTRACT NO. 672, BURNET COUNTY, TEXAS, OUT OF A CALLED 67.330 ACRE TRACT KNOWN AS TRACT 26 AS DESCRIBED IN INSTRUMENT TO BIG LEAF, LTD, RECORDED IN DOCUMENT NO. 201101280 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, AND OUT OF A REMNANT TRACT CALLED PROPERTY NO. 7 AS DESCRIBED IN INSTRUMENT TO BIG LEAF, LTD, RECORDED IN VOLUME 618, PAGE 569 OF THE REAL PROPERTY RECORDS OF BURNET COUNTY, TEXAS, SAID 0.76 ACRE PUBLIC UTILITY EASEMENT BEING MORE PARTICULARLY DESCRIBED BY SEPARATE METES AND BOUNDS DESCRIPTION TO ACCOMPANY THIS SURVEY OF EVEN DATE.

I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION. COPYRIGHT 2019, CUPLIN & ASSOCIATES, INC. ©.

K.C. Lust
K.C. LUST, R.P.L.S. NO. 5273

DATED 05/24/2019



(S78°27'03"W)
S78°27'03"W 15.02'
TRACT 3
26.042
CITY OF BURNET
DOC. NO. 201101280-O.P.R.B.C.T.

| | |
|--------|------------------------------------|
| 1 OF 2 | PROJ. NO. 19100 |
| | PREPARED FOR: CITY OF BURNET |
| | TECH: CWC/S. MOORE |
| | APPROVED: K.C. LUST |
| | FIELDWORK PERFORMED ON: 01/17/2019 |
| | COPYRIGHT 2019 |
| | PROFESSIONAL FIRM NO: 10128900 |

1500 OLLIE LANE
MARBLE FALLS, TX. 78654
PH. 325-388-3300/830-693-8815
WWW.CUPLINASSOCIATES.COM

SCALE 1" = 250'
0 125 250

| DATE | NO. | DESCRIPTION |
|------|-----|-------------|
| | 2 | |
| | 1 | |
| | | |

REVISIONS

Prepared For: City of Burnet
Project No. 19100
Date: 05/24/2019

BEING A 15 FOOT WIDE, 0.76 ACRE PUBLIC UTILITY EASEMENT OUT OF THE EUGENIO PEREZ SURVEY NO. 41, ABSTRACT NO. 672, BURNET COUNTY, TEXAS, OUT OF A CALLED 67.330 ACRE TRACT KNOWN AS TRACT 26 AS DESCRIBED IN INSTRUMENT TO BIG LEAF, LTD, RECORDED IN DOCUMENT NO. 201101280 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, AND OUT OF A REMNANT TRACT CALLED PROPERTY NO. 7 AS DESCRIBED IN INSTRUMENT TO BIG LEAF, LTD, RECORDED IN VOLUME 618, PAGE 569 OF THE REAL PROPERTY RECORDS OF BURNET COUNTY, TEXAS, SAID 0.76 ACRE PUBLIC UTILITY EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron pin found with a "LANDTECH" property cap, along the easterly right-of-way line of Oak Vista Drive, at a westerly corner of a called 61.30 acre tract of land as described in instrument to the City of Burnet, recorded in Document No. 201904590 of the Official Public Records of Burnet County, Texas, at a westerly corner of said called property No. 7 tract, and being the most northwesterly corner hereof;

THENCE North 75°53'00" East, along the southerly line of said 61.30 acre tract, the northerly line of said called property No. 7 tract, and hereof, a distance of 15.00' to a 1/2" iron pin set with "EASEMENT CORNER" cap, being the most northeasterly corner hereof;

THENCE South 14°04'34" East, over and across said called property No. 7 tract, being 15 feet easterly of and parallel with the westerly line hereof, along the easterly line hereof, a distance of 207.50' to a 1/2" iron pin set with "EASEMENT CORNER" property cap, along the northerly line of said Tract 26, and being an easterly angle point hereof;

THENCE South 14°07'51" East, over and across said Tract 26, being 15 feet easterly of and parallel with the westerly line hereof, a distance of 2009.17' to a 1/2" iron pin set with "EASEMENT CORNER" cap, along the southerly line of said Tract 26 and being the northerly line of a called 26.042 acre tract, known as Tract 3 as described in Instrument to the City of Burnet as described in said Document No. 201101280 of the Official Public Records of Burnet County, and being the most southeasterly corner hereof;

THENCE South 78°27'03" West, along the northerly line of said Tract 3, the southerly line of said Tract 26, and hereof, a distance of 15.02' to a 1/2" iron pin found, along the easterly right-of-way line of said Oak Vista Drive, and being the most southwesterly corner hereof;

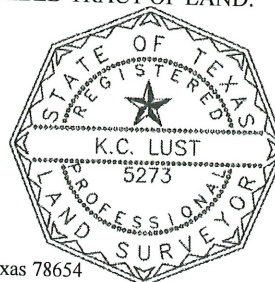
THENCE North 14°07'51" West, along the easterly right-of-way line of said Oak Vista Drive, the westerly line of said Tract 26, and hereof, a distance of 2008.49' to a found 1/2" iron pin with "5938" property cap, at the southwesterly corner of said called property No. 7 tract, and being a westerly angle point hereof;

THENCE North 14°04'34" West, along the easterly right-of-way line of said Oak Vista Drive, the westerly line of said called property No. 7, and hereof, a distance of 207.51' to the **POINT OF BEGINNING**, containing 0.76 of an acre.

I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION SUPERVISION. COPYRIGHT 2019, CUPLIN & ASSOCIATES, INC. ©. BASIS OF BEARINGS ARE TO THE NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM, CENTRAL ZONE. A PLAT OF SURVEY OF EVEN DATE WAS PREPARED AS IS INTENDED TO ACCOMPANY THE ABOVE DESCRIBED TRACT OF LAND.


K.C. LUST
Registered Professional Land Surveyor No. 5273

Dated: 05/24/2019



1500 Ollie Lane, Marble Falls, Texas 78654
PH: 325.388.3300 Fax: 325.388.3320 Prof. Firm No. 10126900
www.cuplinassociates.com



City Manager

ITEM 4.8

David Vaughn
City Manager
(512)-715-3208
dvaughn@cityofburnet.com

Agenda Item Brief

Meeting Date: June 25, 2019

Agenda Item: Discuss and consider action: Request by Langley Homes for incentives or fee waivers related to a potential development on Westfall Street: D. Vaughn

Background:

Information: Due to the success of the Cottages of Westfall, Langley Homes is considering an additional development on the east side of Westfall Street. They have requested to meet with the Council to discuss possible incentives and fee waivers for the development.

Fiscal Impact: To be determined.

Recommendation: To be determined.



Administration

ITEM 4.9

David Vaughn
City Manager
(512)-715-3208
dvaughn@cityofburnet.com

Agenda Item Brief

| | |
|------------------------|---|
| Meeting Date: | June 25, 2019 |
| Agenda Item: | Discuss and consider action: Renewal of lease for City Hall from Danforth Holdings: D. Vaughn |
| Background: | |
| Information: | The current lease expires this month and is up for renewal. |
| Fiscal Impact: | The total cost of the lease is \$149,958.96 over three years. |
| Recommendation: | Staff recommends approval of the City Hall Lease contract with Danforth Holdings, LTD as presented. |

COMMERCIAL LEASE AGREEMENT

The State of Texas §
County of Burnet §

This Commercial Lease Agreement ("Lease") is made and entered into by and between Danforth Holdings, Ltd., Dripping Springs, Texas, Hays County, Texas (herein called "Landlord"), and City of Burnet, Burnet, Burnet County, Texas (herein called "Tenant").

WITNESSETH:

In consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, Landlord does hereby demise and lease to Tenant, and Tenant does hereby lease from Landlord, all that certain portion of the Lakes Area Professional Plaza being Suites Number 4, 5 and 6, containing approximately 6,996 square feet in the City of Burnet, County of Burnet and State of Texas ("Leased Premises").

1. **TERM.** The term of this Lease shall be for a period of thirty-six (36) months, commencing on the 1st day of July 2019 ("Commencement Date") and ending on the 30th day of June, 2022 ("Term").

2. **RENT.** Tenant shall pay to Landlord as monthly rent ("Monthly Rent"), without deduction, setoff, prior notice or demand, the total sum of ONE HUNDRED FORTY-NINE THOUSAND NINE HUNDRED FIFTY-EIGHT DOLLARS AND NINETY-SIX CENTS (\$149,958.96) according to the following rental schedule:

Year One: \$ 4,083.32/per month
Year Two: \$ 4,164.98/per month
Year Three: \$ 4,248.28/per month

Monthly Rent payments shall be made payable to Landlord and sent in care of Donald Danforth, president of Danforth Holdings, Inc. at 720 Bell Springs Rd., Dripping Springs, Texas 78620 or at such other address as Landlord may hereafter designate in writing.

3. **SECURITY DEPOSIT.** A security deposit of FOUR THOUSAND THREE HUNDRED SIX DOLLARS (\$4,306.00) is required upon the execution of this lease. This deposit shall be retained by the Landlord and serve as the Security Deposit for the renewal period. Any security deposit currently held shall be used to meet this requirement. The Security Deposit shall not bear interest to Tenant and shall be security for the Tenant's obligation under this Lease. Within ninety (90) days after the Expiration Date or earlier termination of this Lease, Landlord shall (provided an Event of Default does not then exist) return the Security Deposit to Tenant, less such portion thereof as Landlord shall have applied in accordance with this Article. If an Event of Default should occur or if Tenant fails to maintain the Premises in the condition required by this Lease, Landlord shall have the right (but not the obligation), upon thirty (30) days written notice to Tenant, without prejudice to any other remedy which Landlord may have on account thereof, to apply all or any portion of the Security Deposit to cure such default or to remedy the condition of the Premises. If Landlord so applies the Security Deposit or any portion thereof before the Expiration Date or earlier

termination of the Lease, Tenant shall deposit with Landlord, upon demand, the amount necessary to restore the Security Deposit to its original amount. If Landlord shall sell or transfer its interest in the Building, Landlord shall have the right to transfer the Security Deposit to such purchaser or transferee, in which event Tenant shall look solely to the new landlord for the return of the Security Deposit, and Landlord thereupon shall be released from all liability to Tenant for the return of the Security Deposit. The Security Deposit shall be returned to Tenant under the following circumstances:

- (A) Except as otherwise provided for herein, all rents must be paid through the last day of the Lease Term or any extensions thereof. Tenant may not apply any part of the security deposit to the rent.
- (B) Tenant is not in default under any provision of this Lease.
- (C) Tenant must give Landlord at least ninety (90) days written notice of its intention to vacate the premises prior to the last day of the Lease Term or any extension thereof.
- (D) Tenant must vacate the premises on or before the date specified in the notice to Landlord. Tenant agrees not to stay beyond such move-out date.
- (E) Tenant must provide Landlord, in writing, notice of Tenant's forwarding address.
- (F) All known keys shall be returned to Landlord.
- (G) Tenant shall receive the full amount of the security deposit, less damages or unpaid obligations owed by Tenant to Landlord pursuant hereto, including, but not limited to, unpaid delinquent rents, cost of damages or repairs to the premises and cleaning charges.

4. **CONDITION OF PREMISES.** Tenant stipulates that he has examined the Leased Premises, including grounds and buildings and improvements, and that it is, at the time of this Lease, in good order, repair and is in a safe, clean and rentable condition. Tenant leases the Leased Premises "AS IS." Tenant acknowledges and agrees that Landlord has not made (and Landlord hereby disclaims) any representations or warranties as to the condition or repair of the Leased Premises, the presence or absence of asbestos or any hazardous material within the Leased Premises, or the compliance of the Leased Premises with applicable statutes, ordinances, rules or regulations of any governmental authority; and any claim against Landlord with respect to any such matters are hereby expressly waived and released by Tenant.

5. **USE, COMPLIANCE WITH LAWS AND RESTRICTIONS.** Tenant shall use the Leased Premises only for an administrative office or similar office use. Tenant shall not make any alterations or additions to the Leased Premises without prior written consent of Landlord. Tenant shall, at Tenant's sole cost and expense, comply with all applicable statutes, ordinances, rules and regulations of any governmental authority, including without limitations, the City of Burnet. The Leased Premises shall be kept neat and clean. Tenant shall not permit the Leased Premises or any part thereof to be used for:

- (A) The conduct of any offensive, noisy, or dangerous activity that would increase the premiums for fire insurance for the Leased Premises;
- (B) The creation or maintenance of a public nuisance;
- (C) Anything that is against public regulations or rules of any public authority at any time applicable to the Leased Premises. Tenant agrees to indemnify and hold Landlord harmless from all consequences of any breach hereof.

6. **UTILITIES.** Tenant shall be responsible for payment for any and all utilities used on the Leased Premises, including, but not limited to water, sewer and trash service, gas, electricity and

telephone and agrees to hold Landlord harmless in the payment thereof. Tenant shall have access and full use of air-conditioning and heating daily. The Tenant shall be responsible for customary custodial service for the Leased Premises.

7. **MAINTENANCE AND REPAIR.** Tenant agrees at its sole risk and expense to maintain in good, sanitary and substantial condition, and to make minor repairs to the inside of the premises throughout the Term of the Lease and any extension thereof. Tenant agrees to do necessary and recommended pest control at Tenant's expenses to keep the Leased Premises in a good and sanitary condition. Landlord agrees to make all other repairs, repairs to the exterior of the premises including the roof, skylights, sidewalks and parking areas including repairs to the electrical, plumbing, heating, air conditioning, sprinkler and hot water systems. Upon the expiration or other termination of this Lease, Tenant covenants to surrender possession of the Leased Premises to Landlord in as good condition as the same were at the commencement of the Term, except for reasonable wear and tear, and damage by fire or other casualty. Tenant shall promptly give Landlord notice of any defect or condition requiring repair. Landlord shall carry liability insurance and property insurance sufficient to cover injury and Tenant property damage resulting from the repair, the failure to repair, or to properly repair the exterior walls, roof, electrical, plumbing, heating, air-conditioning systems. Notwithstanding the foregoing, Tenant shall be responsible for, and shall repair all damage to the Leased Premises due to the activities of Tenant and/or the acts or negligence of Tenant, its employees, licensees and invitees.

Landlord's share of charges for changes, maintenance and/or repairs as may be agreed to by the Parties from time to time shall not be paid from the Security Deposit and therefore shall not be subject to Section 3 herein.

8. **NON-LIABILITY OF LANDLORD.** Tenant agrees to make no claim against Landlord for or on account of any loss or damage sustained by fire or water coming on or being within said premises. Tenant shall be responsible for maintenance of adequate insurance coverage for Tenant's contents and improvements contained within or about the Leased Premises. Tenant hereby waives any claim it might have against Landlord for loss or damage to it caused by Landlord in connection with Tenant's occupancy of the premises and storage of goods, wares and merchandise therein to the extent that Tenant is fully compensated for such loss or damage by actual receipt of proceeds from insurance policies covering such loss or damage.

9. **INDEMNITY AGREEMENT.** To the extent permitted by law, Tenant agrees to defend, indemnify and hold Landlord and the property of Landlord, including the Leased Premises, free and harmless from any and all liability for injury to and death of any person, including employees of Tenant, or for damage to the property arising from the use and occupancy of the Leased Premises by Tenant or from the act or omission of any persons or persons, including Tenant and employees of Tenant, in or about the Leased Premises with the expressed or implied consent of the Tenant, except Landlord, Landlord's contractor's, subcontractor's, agents or representatives.

10. **LIABILITY AND INSURANCE.** Landlord shall, throughout the Term of this Lease be responsible for obtaining property coverage insurance on a special causes of loss form on the building in such amounts as Landlord shall determine to be appropriate. Tenant shall, throughout the Term of this Lease, at Tenant's own cost and expense, but for the mutual benefit of Landlord and Tenant, maintain General Liability Insurance through an insurance company with a "Best" rating of A or greater, or risk pool, against claims for personal injury, death or property damage occurring

upon, in or about the Leased Premises, such insurance to afford protection to the limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) in respect of any one occurrence. Tenant shall also, at Tenant's sole cost and expense, maintain adequate insurance coverage of the contents of the Leased Premises. Tenant shall furnish Landlord certificates of such insurance within ten (10) days for the date of execution of this Lease. Landlord shall not be responsible for Tenant's failure to maintain adequate insurance coverage on property belonging to Tenant or the failure of Tenant's employees, affiliates or invitees to maintain such adequate insurance coverage, and Tenant shall hold Landlord harmless therefrom. Except to the extent covered by Landlord's insurance required to be carried herein, and to the extent authorized by law without waiving Tenant's statutory and constitutional immunities, Tenant shall reimburse Landlord for the cost to defend and the liabilities incurred by Landlord to third parties for injuries occurring at, in or around the Leased Premises to the extent caused in whole by the acts or omissions of Tenant or persons for which it has responsibility.

11. CHANGES, ALTERATIONS AND IMPROVEMENTS. All improvements to the Leased Premises at the commencement of the Term of this Lease or at any time thereafter during said Term, including appurtenances thereto, whether now belonging to the Landlord or hereafter built or placed upon the Leased Premises by Tenant, out of Tenant's own funds, shall immediately become and remain the property of Landlord. Provided, however, any improvement made by Tenant during the Term of this Lease, which can be removed from the Leased Premises without doing damage to the premises, specifically trade fixtures and equipment, shall remain the property of Tenant and may be removed by Tenant upon the termination of this Lease, provided Tenant has paid through the date of such removal. If Tenant is in doubt as to whether an improvement shall become property of Landlord pursuant to the terms of this paragraph, Tenant is advised to obtain a written determination from Landlord before the improvements by Tenant are made. Tenant shall not be reimbursed for improvements abandoned at termination of Lease. Unless agreed upon otherwise by Landlord and Tenant, Tenant agrees, upon termination of the Lease, to close any penetration of adjoining walls between suites four and five and five and six. Materials used for replacement should be of the same construction and materials as the existing walls.

12. MECHANICS LIEN. Tenant agrees to indemnify and hold Landlord and the Leased Premises harmless from all liability arising out of the filing of any Mechanic's Lien against the Leased Premises by reason of any act or omission of Tenant.

13. CASUALTY DAMAGE. If any improvements situated upon the Leased Premises should be damaged or destroyed by fire or other casualty, Tenant shall give immediate written notice thereof to Landlord. In the event any improvement located on the Leased Premises shall be destroyed or damaged, such that the estimated cost to repair such damage is in excess of thirty percent (30%) of the insured value or the Leased Premises, Landlord may elect to terminate this Lease or proceed, at Landlord's sole risk and expense, to rebuild and repair said improvements to substantially the same condition in which it existed prior to such casualty. Landlord shall give written notice of such election to Tenant within thirty (30) days after receiving written notice from Tenant of such casualty. If the estimated cost to repair such damage is less than thirty (30%) of the insured value of the Leased Premises, or if the cost is in excess of such amount and Landlord elects to restore and repair, the premises, then Landlord shall proceed to do so with reasonable diligence. If Landlord elects to terminate this lease, rent shall be abated during the unexpired Term of this Lease, effective as of the date of such casualty, and rent for the month in which such casualty occurs shall be prorated to the date of casualty. In the event this Lease is not terminated as herein above

provided after the occurrence of a casualty, during the period from the occurrence of the casualty, including the thirty (30)-day evaluation period, until the improvements have been restored to substantially the condition in which it existed prior to such casualty, the rent otherwise payable hereunder shall be reduced to such extent as may be fair and reasonable under the circumstances, provided however; there shall be no abatement of other charges payable by Tenant under the terms of this Lease as additional rent. When such improvements have been restored to such condition the full amount of the rent payable hereunder shall resume. Notwithstanding anything contained herein to the contrary, Landlord's obligation to repair any such damage shall be limited to the amount of the insurance proceeds actually received by Landlord for such damage. Notwithstanding the language above, in the event the Leased Premises shall be destroyed or damaged, such that the estimated cost to repair such damage is in excess of thirty percent (30%) of the insured value of the Leased Premises, Tenant may elect to terminate this Lease by providing sixty (60) days written notice of such termination.

14. EMINENT DOMAIN. If during the Term hereof, all of the Leased Premises should be taken for public or quasi-public purposes, this Lease shall thereon terminate; and the rent herein provided and other charges shall be prorated to the date of surrender of possession by Tenant. Should less than all the Leased Premises be taken for such purposes and the remainder is suitable for the uses authorized herein, subject to the approval of the Tenant, this Lease shall remain in force and effect; provided, however, that rental payments hereunder shall be proportionately reduced according to the nature and deprivation of the Leased Premises or any portion thereof or for damages by reason thereof shall belong exclusively to Landlord, and the same are hereby assigned by Tenant to Landlord and Tenant shall have no interest in or claim thereto.

15. ASSIGNMENT AND SUBLETTING. Except as provided above, Tenant shall not sell, assign or encumber Tenant's interest in this Lease or sublet the Leased Premises or any part thereof without first obtaining the written consent of the Landlord, which shall not be unreasonably withheld. A consent by Landlord to an assignment, sale, or subletting shall not be deemed to be a consent to any subsequent assignment, sale or subletting. An attempted assignment, sale or sublease by Tenant without Landlord's written consent shall be void. If a sublease of the Leased Premises is permitted by Landlord, a copy of the sublease shall be duly notarized by Tenant, Sublessee and Landlord and delivered to Landlord on or before its effective date. In the event of such assignment or subletting, however, Tenant hereunder covenants and agrees that Tenant will continue to be liable for the faithful performance of all covenants, terms and conditions of this Lease.

16. ASSIGNMENT OR SALE OF PREMISES BY LANDLORD. It is hereby stipulated and agreed that Landlord may assign this Lease (and the individuals comprising Landlord may assign and transfer their respective interests in this Lease) to any person or entity, and if the assignee assumes all of the obligations of Landlord (or the individual (s) assigning their interest) shall automatically be released of and from all liability and obligations under this Lease from and after the date of such assignment upon notice of such assignment to Tenant.

17. **LANDLORD'S RIGHT OF ENTRY.** Upon twenty-four (24) hours prior written notice to Tenant, Landlord and its authorized agents, employees, and representatives shall have the right to enter the Leased Premises at any reasonable time by giving Tenant notice (oral or written) of such entry for the following purposes:

- (A) To inspect the general condition and state of repair of the premises;
- (B) To make repairs required by Landlord;
- (C) To show the premises to any prospective Tenant or purchaser;
- (D) To enter the premises for any other legal or reasonable purpose.

Landlord and its agents, employees and authorized representatives shall have the right to enter the Premises at any hour in an emergency. In the event of an emergency, access to the Premises may be obtained by any means necessary, and in such event, Landlord shall have no obligation or liability to Tenant for the security of the Premises or any damage or loss to any property located within the Premises, and Tenant hereby waives any claims or causes of actions against Landlord for any damage or loss resulting therefrom. Such activities shall not be considered a disturbance of Tenant's rights to quiet possession or give rise to any claim for abatement of rent. Landlord shall use its best efforts to enter the Premises in such a way as to have minimal impact on Tenant's business.

18. **LANDLORD'S LIEN.** [INTENTIONALLY DELETED]

19. **SIGNAGE.** Tenant agrees that it will not construct or place, or permit to be constructed or placed, signs, awnings, marquees, or other structures projecting from the exterior of the premises without Landlord's written consent thereto.

20. **TENANT DEFAULT AND REMOVAL OF ABANDONED PROPERTY.** If Tenant abandons the Leased Premises or otherwise finally defaults and fails to cure as provided for herein, in the performance of any obligations or covenants herein, Landlord may enforce the performance of this lease in any manner provided by law. This Lease may be terminated or premise may be relet at Landlord's discretion if any default or abandonment continues for a period of fifteen (15) days after Landlord notifies Tenant of such abandonment or default (no notice of default in payment of rent being necessary) and of Landlord's intention to declare this Lease terminated. All notices shall be sent by Landlord to Tenant to Tenant's last known address by certified mail. Thereafter, Landlord or its agents shall have the right, without further notice or demand, to enter the Leased Premises, repossess the same, and remove all property without being deemed guilty of trespass and without waiving any other remedies. This Lease is made on the condition, that in the event of breach by Tenant of any of the agreements herein, the balance of rental for the entire Term of this Lease shall be considered at once due and payable without notice or demand on the part of Landlord.

21. **DEFAULT BY LANDLORD.** In the event of breach by Landlord of any covenant, warranty, term or obligation under this Lease, then Landlord's failure to cure same or commence a good faith effort to cure same within (30) days after written notice thereof by Tenant, shall be considered in default and shall entitle Tenant to seek any remedy allowed by law including but not limited to abatement of the payment of rent, and/or terminate of this Lease.

22. **BANKRUPTCY OF TENANT.** It is agreed between the parties that in the case of an assignment for benefit of creditors by Tenant, insolvency or the institution of voluntary or involuntary bankruptcy proceedings by or against Tenant, Landlord may, at its option, terminate this Lease. Such termination shall be effective upon Landlord giving Tenant ten (10) days written notice of Landlord's option thereunder and this Lease shall terminate (10) days after such notice as if such day was the day originally provided for the termination of the Lease. In the event the Lease is terminated by the Landlord, Landlord reserves all rights to recover damages as set out in this Lease, including the forfeiture of the security deposit.
23. **WAIVER.** Any delay by either Party in exercising the remedies available to that Party in case of default on the part of the other Party shall not be considered a waiver of such remedies. The waiver by a Party or any breach of any provision of this Lease shall not constitute a continuing waiver or a waiver of subsequent breach of the same or a different provision of this Lease.
24. **PERFORMANCE BY LANDLORD.** In addition to all other rights provided to Landlord hereunder, if Tenant shall make default in the performance of any of the covenants contained in this Lease, Landlord may, at its election, immediately or at any time thereafter, perform the same for the account of Tenant, and any and all sums owing by Tenant to Landlord by reason thereof shall be payable on the first day of the succeeding calendar month as additional rent.
25. **SUBORDINATION OF LEASE.** This Lease and Tenant's leasehold under this Lease are and shall be subject, subordinate, and inferior to any lien or encumbrance now or hereafter placed on the Leased Premises by Landlord, to all advances made under any such lien or encumbrance, to the interest payable on any such lien or encumbrance, and to any and all renewals and extensions of such liens or encumbrances.
26. **SURRENDER OF PREMISES.** At the expiration of the Term and all extensions thereto, Tenant shall thoroughly clean the premises, return all known keys to Landlord, and peaceably surrender the premises hereby leased in as good of state and condition as they were at the commencement of this Lease, reasonable use and wear thereof and damages by the elements accepted.
27. **HOLD OVER.** Should Tenant, or any of its successors in interest, hold over the Premises, or any part hereof, after the expiration of the Lease Term, unless otherwise agreed in writing by Landlord, such holding over shall constitute and be construed as tenancy at will only, at a daily rental equal to the daily rent payable for the last month of the Lease Term plus fifty percent (50%) of such amount. The inclusion of the preceding sentence shall not be construed as Landlord's consent for Tenant to hold over.
28. **NOTICE AND LEGAL ADDRESSES.** Any and all notices or other communication required or permitted by this Lease to be served on or given to either party by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, postage prepaid, addressed to Tenant at P.O. Box 1369, Burnet, TX 78611 (1001 Buchanan Dr. Suite 4) or to Landlord, c/o Donald Danforth, president, Danforth Holdings, Ltd. at 720 Bell Springs Rd., Dripping Springs, Texas 78620. Either party may change its address for the purpose of this

paragraph by giving written notice of such change to the other party in the manner provided for in this paragraph.

Landlord hereby designates Donald L. Danforth as Landlord's representative with respect to this Lease, and unless Landlord gives Tenant written notice to the contrary, all decisions, notices and communications by said representatives shall be binding.

29. **ATTORNEY'S FEES.** In the event the services of an attorney are deemed necessary by either Party to enforced the provisions of this Lease or any of its terms, covenants, agreements or conditions for the collection of any rent or other sum due or to become due hereunder, or the recovery of possessions of said premises, or files suit upon the same, the prevailing Party shall be entitled to recover reasonable attorney's fees and costs therefore, including any out-of-pocket costs litigation, travel, depositions, witnesses, etc., and same shall be secured in like manner as is herein provided for security for rent.

30. **TIME OF ESSENCE.** Time is expressly declared to be of the essence of this Lease.

31. **BINDING OF HEIRS AND ASSIGNS.** Subject to the provisions of this Lease against assignment, all provisions of this Lease shall extend to and bind, or inure to the benefit not only to the parties hereto, but to each and every one of the heirs, executor, representatives successors and assigns of Landlord and Tenant.

32. **RIGHTS AND REMEDIES CUMULATIVE.** The rights and remedies provided by this Lease are cumulative and the use of anyone right or remedy by either party shall not preclude or waive its right to use any or all other remedies.

33. **TEXAS LAW TO APPLY.** This Lease shall be construed under and in accordance with the laws of the State of Texas.

34. **LEGAL CONSTRUCTION.** In case anyone or more of the provisions contained in any respect, those provisions so held shall not affect any other provisions thereof and this Lease shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

35. **PRIOR AGREEMENT SUPERSEDED.** This Lease constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter. Exhibit "A" is incorporated into and made a part of this Lease.

36. **RECORDING.** Neither this Lease nor any copy or counterpart of this Lease, nor any memorandum, summary or excerpt of the provisions of this Lease shall be placed of record without the prior written consent of both parties.

37. **ESTOPPEL CERTIFICATE.** Tenant agrees from time to time and within twenty-five (25) days after request by Landlord to deliver to Landlord, or Landlord's assignee, an estoppel certificate stating that this Lease is in full force and effect, the date to which rent has been paid, the unexpired Term, and such other matters pertaining to this Lease as Landlord may reasonably

request. If Tenant fails to return a fully executed estoppel certificate within said 25-day period, the Tenant shall be conclusively deemed to have approved and confirmed all of the terms, certifications and representations contained in such certificate, and any third party shall be entitled to rely on the truth and accuracy of the provisions of such certificate.

38. **EXTENSION OF TERM.** Tenant, at its option, shall be entitled to extend this Lease for a period of one (1) year after the expiration of the Term. Such extension to be upon the same terms, covenants, and conditions as those of this lease, except that the lease payments provided herein may be adjusted in the new lease document by Landlord. Landlord also retains the option to initiate and state in the new lease payments to include Tenant's prorated share of the taxes, insurance and any other utility or common area maintenance fees currently being paid by Landlord. At any time prior to ninety (90) days, but no later than ninety (90) days of this lease expiration, Landlord must notify Tenant of any rental rate adjustments or restructuring of rental payments for the proposed new lease term. Tenant shall give Landlord at least sixty (60) days notice of its intention not to extend this lease at its expiration.

39. **TENANT'S STATUS AS MUNICIPAL CORPORATION.** Notwithstanding any provision of this Agreement to the contrary, Landlord acknowledges that Tenant is a municipal corporation, body politic and subdivision of the State, and in such regard this Agreement is subject to the following:

- A. **Sovereign Immunity.** Any provision of the Agreement that seeks to waive the City's immunity from suit and/or immunity from liability is void.
- B. **Non-Appropriation.** Tenant's obligation under this Agreement to make payments beyond the current fiscal year is subject to Article 11, Section 5 of the Texas Constitution. It is the Tenant's intent to remit all payments and other charges due under this Agreement for its entire Term; and the City Manager shall include an appropriation for such payments in each subsequent budget until such time as Tenant's obligations under this Agreement are satisfied. In the event that the City Council does not grant an appropriation of funds at any time during the Term of this Agreement, and the non-appropriation did not arise from an act or omission, then a non-appropriation shall be deemed to have occurred. In the event that a non-appropriation has occurred, at least ten (10) days after the non-appropriation, the City Manager shall notify Landlord that the funds have not been appropriated for the fiscal period and certify that such non-appropriation did not occur as a result of a failure to include the appropriation in the proposed budget for that fiscal year. In such event, Tenant shall vacate the premises by the last day of the budget year for which funds were appropriated and neither Party shall have any further obligation under this Agreement. In the event that the non-appropriation occurred as a result of a failure to include the appropriation in the proposed budget for the fiscal year in question, the City Manager shall cause a budget amendment to be presented to City Council, at first available meeting time that includes the appropriation.

40. **AMENDMENT.** No amendment, modification, or alteration of the terms hereof, shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereof and properly notarized.

41. EFFECTIVE DATE. This Lease has been signed by Landlord on the date set forth below. This Lease shall be null and void unless signed by Tenant and delivered to Landlord within five (5) business days after the date of the Landlord's signature below. The "Effective Date" of this Lease shall be deemed to be the date this Lease is signed by both Landlord and Tenant and the items described above are delivered to Landlord. Fax delivery is deemed acceptable and valid.

EXECUTED by Landlord and Tenant on the dates set forth below by their respective signatures:

LANDLORD:

Danforth Holdings, Ltd.

By: DANFORTH HOLDINGS, GP, LLC,
a Texas limited liability company, general
partner

By: _____
Donald Danforth, President

DATE: _____

ADDRESS: 720 Bell Springs Rd.
Dripping Springs, Texas 78620

TENANT:

City of Burnet,

By: _____
Crista Goble Bromley, Mayor

DATE: _____

ADDRESS: P.O. Box 1369.
Burnet, TX 78611

Exhibit
"A"
**Depiction of the Leased
Premises**

Legal Description: Suites 4, 5 and 6 of ABS A0405 John Hamilton, 2.0 Acres, BCAD property ID 52138.

Situs: 1001 Buchanan Drive, Suites 4, 5 and 6



Addendum to City Council Agenda Department and Committee Reports/Briefings

The items listed below include subjects that are of interest to the City Council. The Council may or may not receive a briefing dependent upon activity or change in status regarding the matter. This listing is provided to give notice to the public that a briefing to the Council on any or all subjects may occur.

A. Administrative Services

1. Economic Development Corporation
2. Burnet Municipal Airport
3. Commemorative Air Force/Museum
4. Special Projects

B. Department of Finance

1. Utilities
2. Human Resources
3. Budget and Finance Reports

C. Municipal Court

1. Quarterly Reports

D. City Secretary

- | | |
|---------------------------|-------------------------------------|
| 1. Records Management | 4. Special Projects or Activities |
| 2. Elections | 5. Interlocal Agreements and Leases |
| 3. Boards and Commissions | 6. Administration |

E. Police Department

- | | |
|-------------------|----------------------------|
| 1. Animal Control | 2. School Resource Officer |
| 3. Reports | |

F. Fire Department

- | | |
|-------------------------------|-------------------------|
| 1. Emergency Medical Services | 2. Emergency Management |
| 3. Administration | |

G. Public Works

- | | |
|--------------------------------|---------------------------|
| 1. Electric Department | 4. Street Department/Shop |
| 2. Water/Wastewater Department | |
| 3. Parks/Maintenance | |

H. Delaware Springs Golf Course

I. Development Services

- | | |
|---------------------|-------------------------------------|
| 1. Code Enforcement | 5. Planning and Zoning |
| 2. Cemetery | 6. Board of Adjustments |
| 3. Floodplain | 7. Building Inspection & Permitting |



CITY OF BURNET

Financial Report
YTD May 31, 2019

Bluebonnet Capital of Texas - Lakes, Hills, History

| | | |
|---|--|---------|
|  | CITY OF BURNET MAY FINANCIAL REPORT | FY 2019 |
|---|--|---------|

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|  | CITY OF BURNET MAY FINANCIAL SUMMARY | FY 2019 |
|---|---|---------|

As of May 2019, the City, as a whole, is in a good financial position and is tracking well within the budget.

GENERAL FUND

The General Fund is currently showing a profit of \$1,284,608 which is on track with the budget but is down \$178,342 over last year.

Revenues (excluding the Use of Fund Balance) are at 75% of budget for the year and have increased \$486,227 over last year mainly due to the following: Current Property Tax Collections are at 100% of budget and are up \$202,778 over last year; EMS collections are at 70% of budget and are up \$86,459 over last year; Sales Tax Collections are at 69% of budget and are up \$71,050 over last year; and Inter-local revenues from the school resource officer program have increased \$95,256.

Expenses (excluding capital and other transfers) are at 67% of budget for the year and have increased \$664,569 over last year. The most significant increases were in personnel costs mainly due to a timing difference in payroll. Three payroll periods were posted to May this year while last year three payroll periods were posted in June. In addition, the operating subsidy transferred to the golf course has increased.

GOLF COURSE

The Golf Course Fund is currently showing a loss of \$111,429 which is still on track with the budget but is down \$155,661 compared to last year. We did anticipate a greater loss this year because of increases in the budget for both personnel costs and equipment purchases.

Total revenues (less cogs) are tracking at 64% of budget which is just below our expectations for this period and is down \$66,051 compared to last year. The decrease is mostly due to a drop in green fee and cart rental revenues. Green fee rounds played are down almost 13% compared to last year because of increasing rain.

Total expenses (net of cogs) are tracking under budget at 64% but are up \$89,610 over last year because of increased personnel costs and transfers for new equipment purchases. Personnel costs are up partly due to a timing difference in the posting of payroll and the addition of a maintenance position this year.

If revenues perform as they have historically for the remainder of the year, the golf course should still finish the year within budget.

ELECTRIC FUND

The Electric Fund is currently showing a profit of \$335,744 which is down \$95,797 over last year. This is mostly due to decreases in revenues.

Revenues (less the cost of power and use of fund balance) are at 62% of the budget and have decreased by \$98,851 or 4% over last year. Part of that is a timing difference in the Pole Rental collections and

| | | |
|---|---|---------|
|  | CITY OF BURNET MAY FINANCIAL SUMMARY | FY 2019 |
|---|---|---------|

transfers from the Hotel Motel fund and the other part is a decrease in billed electric consumption and penalties.

Expenses (less cost of power and transfers to capital projects) are at 60% of the budget and are down \$3,054 over last year. Personnel costs are up because of a timing difference in the payroll but that increase is being offset by decreases in repairs and maintenance and transfers for equipment.

Overall, the Electric Fund is on track with the budget.

WATER/WASTEWATER

The Water and Wastewater Fund is showing a profit of \$244,873 which is down \$160,717 compared to last year.

Revenues (less the use of fund balance) are at 63% of the annual budget and have decreased by \$108,188 over last year. \$42,000 of the decrease is due to a timing difference in the use of Impact fees and \$82,735 is due to a decrease in water sales. Billed water consumption is down almost 13% compared to last year mainly because of a significant increase in rain.

Expenses (less transfers to capital projects) are at 63% of the annual budget and have increased \$52,530 over last year. Personnel costs are up due to a timing difference in payroll, repairs and maintenance are up due to pump repairs at both the water and sewer plant, and transfers for new equipment are up. Compared to budget, expenses in total are tracking within budget.

If revenues perform as they have historically for the remainder of the year, the fund should still finish the year within budget.

AIRPORT

The Airport Fund is showing a profit of \$126,516 which is up \$44,935 compared to last year mainly due to an increase in net jet sales.

Revenues (less cogs and the use of fund balance) are at 77% of budget and are up \$32,368 over last year. Net jet fuel sales are \$122,064 and are up \$28,824 over last year while net avgas sales are at \$40,432 and are down \$3,157 compared to last year.

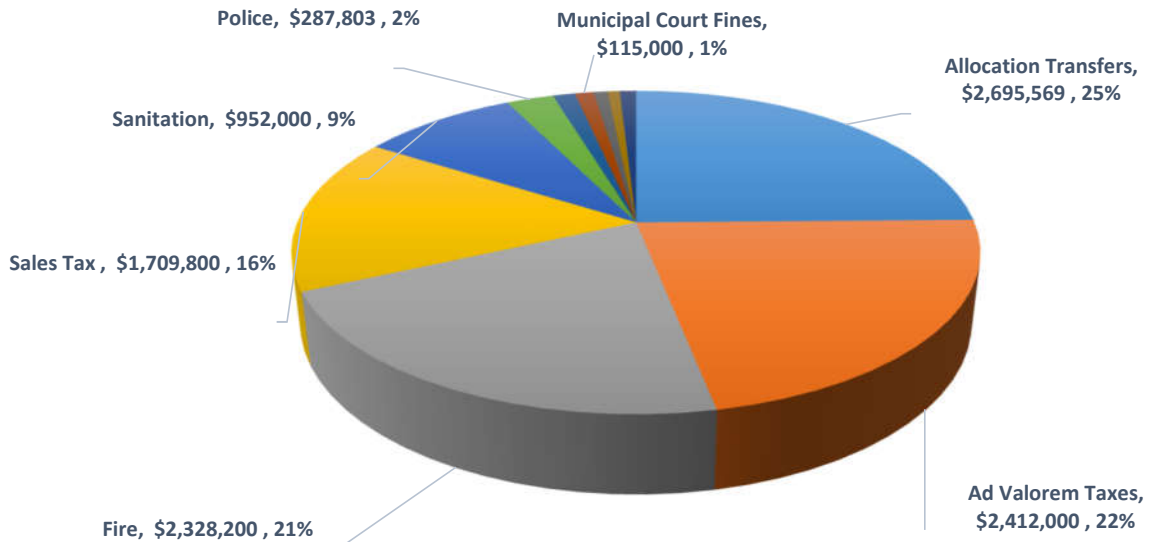
Expenses (less cogs and transfers to capital projects) are at 60% of budget and have decreased \$12,567 over last year mainly due to debt service decreasing and are tracking very well with the budget.

UNRESTRICTED CASH RESERVES

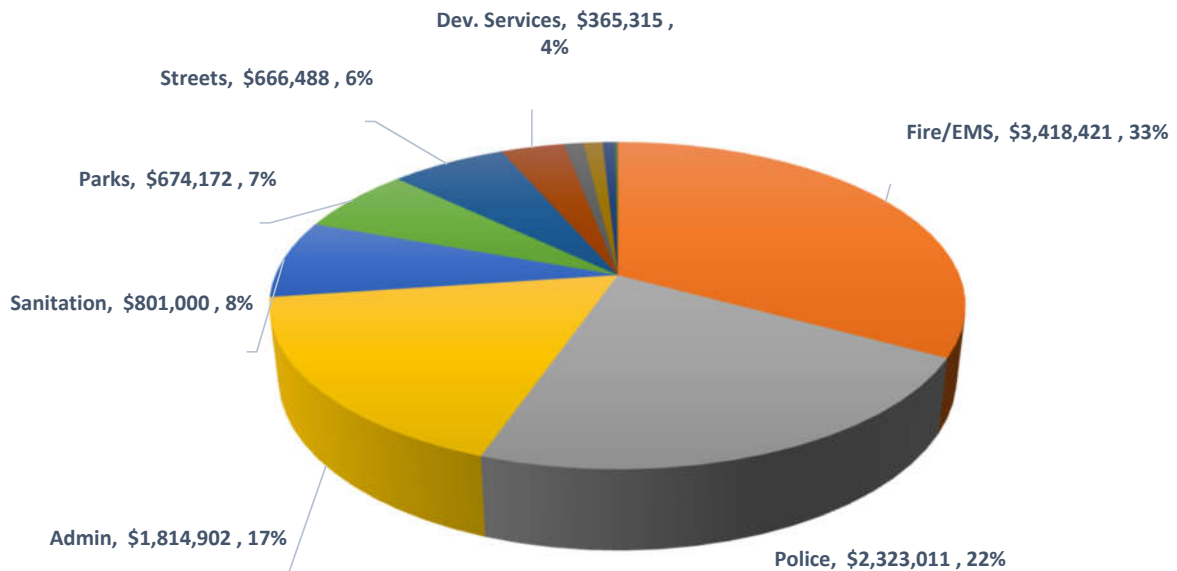
Total unrestricted cash for the City as of May 31st, 2019 is \$6,962,753. That is \$3,802,553 above our 75 day required reserve amount and \$3,169,906 above our 90 day required reserve amount. The balance remaining in capital projects to be funded from reserves is \$1,850,869.

GENERAL FUND ORIGINAL BUDGET 2018-19

Revenues (Less Use of Fund Balance)



Expenses (Less Capital/Other)

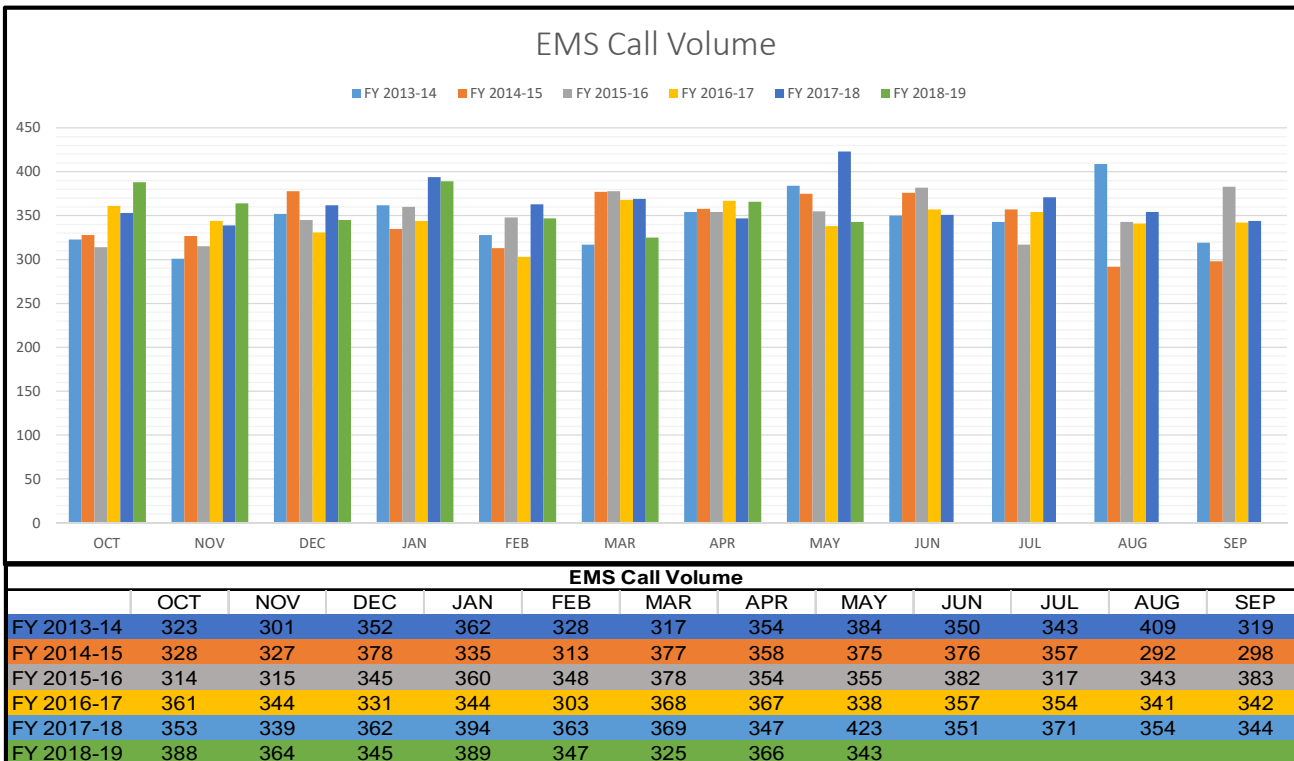
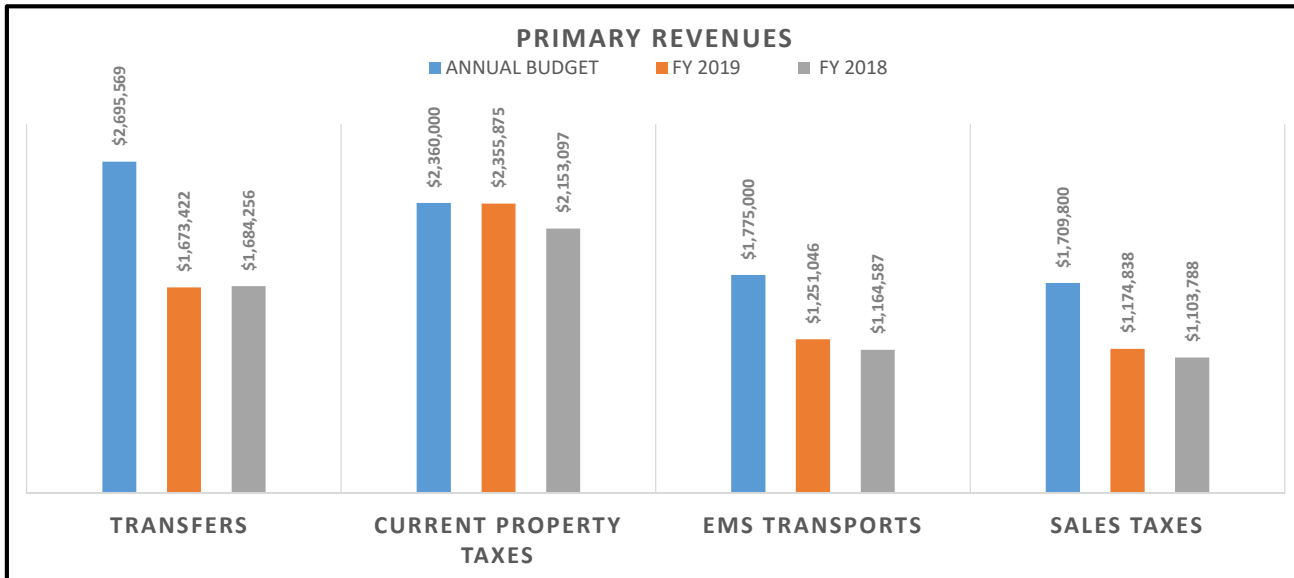


GENERAL FUND DASHBOARD

SUMMARY COMPARISON:

| | ANNUAL BUDGET | ACTUAL YTD MAY 2019 | % OF BUDGET | PY ACTUAL YTD MAY 2018 | VARIANCE OVER PY | % OVER PY |
|--------------------------|------------------|------------------------|----------------|---------------------------|---------------------|--------------|
| REV (less fund balance) | \$ 10,895,031 | \$ 8,217,016 | 75.42% | \$ 7,730,789 | \$ 486,227 | 6.29% |
| EXP (less capital/other) | 10,373,977 | 6,932,408 | 66.82% | 6,267,839 | 664,569 | 10.60% |
| NET PROFIT (LOSS) | \$ 521,054 | \$ 1,284,608 | 246.54% | \$ 1,462,950 | \$ (178,342) | -12.19% |

CHARTS/TABLES:



GENERAL FUND
REVENUES AND EXPENSES by Department
YTD MAY 2019

% of year completed: 66.67

| | ANNUAL BUDGET 2018-2019 | ACTUAL YTD MAY 2019 | % OF BUDGET | PRIOR YEAR YTD MAY 2018 | VARIANCE OVER PY | % OVER PY |
|---|----------------------------|------------------------|----------------|----------------------------|---------------------|----------------|
| REVENUE | | | | | | |
| Ad Valorem Taxes | \$ 2,412,000 | \$ 2,396,701 | 99.37% | \$ 2,237,086 | \$ 159,615 | 7.13% |
| Sales Tax | 1,709,800 | 1,174,838 | 68.71% | 1,103,788 | 71,050 | 6.44% |
| Fire Department Revenue | 2,328,200 | 1,654,694 | 71.07% | 1,532,514 | 122,181 | 7.97% |
| Planning and Zoning fees | 74,070 | 71,653 | 96.74% | 58,192 | 13,460 | 23.13% |
| Allocation Transfers | 2,695,569 | 1,673,422 | 62.08% | 1,684,256 | (10,834) | -0.64% |
| Trash Collections | 952,000 | 651,846 | 68.47% | 632,974 | 18,871 | 2.98% |
| Police Department Revenue | 287,803 | 225,447 | 78.33% | 141,711 | 83,736 | 59.09% |
| Municipal Court Fines | 115,000 | 78,337 | 68.12% | 77,553 | 784 | 1.01% |
| Other taxes and franchise fees | 134,989 | 143,100 | 106.01% | 114,315 | 28,785 | 25.18% |
| BEDC payments for service | 85,000 | 56,667 | 66.67% | 54,000 | 2,667 | 4.94% |
| Rental Fees | 33,100 | 20,304 | 61.34% | 29,290 | (8,986) | -30.68% |
| Interest Income | 25,000 | 30,309 | 121.23% | 11,868 | 18,441 | 155.38% |
| Misc Revenue | 2,500 | 39,700 | 1588.00% | 18,242 | 21,458 | 117.63% |
| Transfer from Hotel Motel fund | 40,000 | - | 0.00% | 35,000 | (35,000) | |
| Use of Fund Balance | 1,605,750 | 517,844 | 32.25% | 965,647 | (447,803) | -46.37% |
| Total Revenue | \$ 12,500,781 | \$ 8,734,860 | 69.87% | \$ 8,696,435 | \$ 38,425 | 0.44% |
| <i>Total Revenue less fund balance</i> | <i>\$ 10,895,031</i> | <i>\$ 8,217,016</i> | <i>75.42%</i> | <i>\$ 7,730,789</i> | <i>\$ 486,227</i> | <i>6.29%</i> |
| OPERATING EXPENSES | | | | | | |
| Mayor & Council | \$ 19,550 | \$ 7,358 | 37.64% | \$ 27,102 | \$ (19,744) | -72.85% |
| Admin (including op subsidy to golf) | 1,807,402 | 1,225,109 | 67.78% | 1,070,469 | 154,640 | 14.45% |
| Police | 2,330,511 | 1,571,801 | 67.44% | 1,283,120 | 288,681 | 22.50% |
| Municipal Court | 68,992 | 47,865 | 69.38% | 45,506 | 2,359 | 5.18% |
| Fire/EMS | 3,418,421 | 2,387,512 | 69.84% | 2,097,437 | 290,075 | 13.83% |
| Sanitation | 801,000 | 554,488 | 69.22% | 521,561 | 32,928 | 6.31% |
| Streets | 666,488 | 361,201 | 54.19% | 392,677 | (31,476) | -8.02% |
| Parks | 674,172 | 375,850 | 55.75% | 406,215 | (30,365) | -7.47% |
| Development Services | 365,315 | 258,891 | 70.87% | 240,952 | 17,939 | 7.45% |
| City Shop | 110,126 | 72,458 | 65.80% | 68,830 | 3,628 | 5.27% |
| Community Development | - | 1 | | 40,675 | (40,674) | |
| Galloway Hammond | 112,000 | 69,871 | 62.38% | 73,294 | (3,423) | -4.67% |
| Sub-total | \$ 10,373,977 | \$ 6,932,408 | 66.82% | \$ 6,267,839 | \$ 664,569 | 10.60% |
| CAPITAL/OTHER EXP (USES OF FUND BAL) | | | | | | |
| Transfers to Capital Funds/Self Fund | \$ 825,000 | \$ 453,094 | 54.92% | \$ 965,647 | \$ (512,553) | -53.08% |
| Loan Defeasance | 716,000 | - | 0.00% | - | - | |
| Other expenses | 64,750 | 64,750 | 100.00% | - | 64,750 | |
| | \$ 1,605,750 | \$ 517,844 | 32.25% | \$ 965,647 | \$ (447,803) | -46.37% |
| Total Expenses | \$ 11,979,727 | \$ 7,450,252 | 62.19% | \$ 7,233,485 | \$ 216,766 | 3.00% |
| <i>Total Expenses less capital/other</i> | <i>\$ 10,373,977</i> | <i>\$ 6,932,408</i> | <i>66.82%</i> | <i>\$ 6,267,839</i> | <i>\$ 664,569</i> | <i>10.60%</i> |
| Net Profit (Loss) | \$ 521,054 | \$ 1,284,608 | 246.54% | \$ 1,462,950 | \$ (178,342) | -12.19% |

GENERAL FUND

REVENUES AND EXPENSES by Category

YTD MAY 2019

% of year completed: 66.67

| | ANNUAL BUDGET 2018-2019 | ACTUAL YTD MAY 2019 | % OF BUDGET | PY ACTUAL YTD MAY 2018 | VARIANCE OVER PY | % OVER PY | |
|--|----------------------------|------------------------|----------------|---------------------------|---------------------|--------------|---|
| REVENUE | | | | | | | |
| Ad Valorem Taxes: | | | | | | | |
| Current Taxes Real Property | \$ 2,360,000 | \$ 2,355,875 | 99.83% | \$ 2,153,097 | \$ 202,778 | 9.42% | A |
| Delinquent Taxes Real Property | 30,000 | 26,717 | 89.06% | 70,219 | (43,502) | -61.95% | B |
| Penalty & Interest | 22,000 | 14,109 | 64.13% | 13,770 | 339 | 2.46% | |
| Sub-total | 2,412,000 | 2,396,701 | 99.37% | 2,237,086 | 159,615 | 7.13% | |
| Sales Tax | 1,709,800 | 1,174,838 | 68.71% | 1,103,788 | 71,050 | 6.44% | C |
| Fire Department Revenue: | | | | | | | |
| EMS fees | 1,775,000 | 1,251,046 | 70.48% | 1,164,587 | 86,459 | 7.42% | D |
| Fire/EMS interdepartmental fees | 542,000 | 387,853 | 71.56% | 360,818 | 27,035 | 7.49% | E |
| Misc Fire Revenue | 11,200 | 15,796 | 141.03% | 7,109 | 8,686 | 122.18% | |
| Sub-total Fire Revenue | 2,328,200 | 1,654,694 | 71.07% | 1,532,514 | 122,181 | 7.97% | |
| Planning and Zoning fees | 74,070 | 71,653 | 96.74% | 58,192 | 13,460 | 23.13% | |
| Allocation Transfers In: | | | | | | | |
| Return on Investment | 1,520,000 | 928,944 | 61.11% | 936,139 | (7,194) | -0.77% | |
| In-Lieu of Property Tax | 126,801 | 79,550 | 62.74% | 81,374 | (1,824) | -2.24% | |
| In-Lieu of franchise | 211,335 | 132,584 | 62.74% | 135,623 | (3,039) | -2.24% | |
| Admin Allocations | 778,520 | 496,114 | 63.73% | 496,705 | (591) | -0.12% | |
| Shop Allocations | 58,913 | 36,229 | 61.50% | 34,415 | 1,814 | 5.27% | |
| Sub-total Allocation Transfers | 2,695,569 | 1,673,422 | 62.08% | 1,684,256 | (10,834) | -0.64% | |
| Trash Collections | 952,000 | 651,846 | 68.47% | 632,974 | 18,871 | 2.98% | |
| Police Department Revenue: | | | | | | | |
| Interlocal School Resource Officers | 277,193 | 215,594 | 77.78% | 120,338 | 95,256 | 79.16% | F |
| Misc PD Revenue | 10,610 | 9,853 | 92.86% | 21,373 | (11,520) | -53.90% | |
| Sub-total Police Department Rev | 287,803 | 225,447 | 78.33% | 141,711 | 83,736 | 59.09% | |
| Municipal Court Fines | 115,000 | 78,337 | 68.12% | 77,553 | 784 | 1.01% | |
| Other taxes and franchise fees | 134,989 | 143,100 | 106.01% | 114,315 | 28,785 | 25.18% | G |
| BEDC payments for service | 85,000 | 56,667 | 66.67% | 54,000 | 2,667 | 4.94% | |
| Rental Fees | 33,100 | 20,304 | 61.34% | 29,290 | (8,986) | -30.68% | |
| Interest Income | 25,000 | 30,309 | 121.23% | 11,868 | 18,441 | 155.38% | |
| Misc Revenue | 2,500 | 39,700 | 1588.00% | 18,242 | 21,458 | 117.63% | H |
| Transfer from Hotel Motel fund | 40,000 | - | 0.00% | 35,000 | (35,000) | | I |
| Use of Fund Balance | 1,605,750 | 517,844 | 32.25% | 965,647 | (447,803) | -46.37% | J |
| Total Revenue | \$ 12,500,781 | \$ 8,734,860 | 69.87% | \$ 8,696,435 | \$ 38,425 | 0.44% | |
| <i>Total Revenue less fund balance</i> | <i>\$ 10,895,031</i> | <i>\$ 8,217,016</i> | <i>75.42%</i> | <i>\$ 7,730,789</i> | <i>\$ 486,227</i> | <i>6.29%</i> | |

GENERAL FUND

REVENUES AND EXPENSES by Category

YTD MAY 2019

% of year completed: 66.67

| | ANNUAL BUDGET 2018-2019 | ACTUAL YTD MAY 2019 | % OF BUDGET | PY ACTUAL YTD MAY 2018 | VARIANCE OVER PY | % OVER PY | |
|----------------------------------|----------------------------|------------------------|----------------|---------------------------|---------------------|--------------|---|
| OPERATING EXPENSES | | | | | | | |
| Personnel Costs | | | | | | | |
| Mayor & Council | \$ - | \$ - | | \$ 345 | \$ (345) | -100.00% | |
| Admin | 739,530 | 521,013 | 70.45% | 458,867 | 62,146 | 13.54% | K |
| Police | 1,834,158 | 1,238,889 | 67.55% | 958,480 | 280,409 | 29.26% | L |
| Municipal Court | 32,342 | 23,180 | 71.67% | 21,356 | 1,824 | 8.54% | |
| Fire/EMS | 2,565,542 | 1,836,038 | 71.57% | 1,572,904 | 263,133 | 16.73% | M |
| Streets | 464,278 | 262,277 | 56.49% | 264,953 | (2,676) | -1.01% | |
| Parks | 367,285 | 201,159 | 54.77% | 238,720 | (37,560) | -15.73% | N |
| Development Services | 262,715 | 193,843 | 73.78% | 169,339 | 24,504 | 14.47% | O |
| City Shop | 72,676 | 49,351 | 67.91% | 44,773 | 4,578 | 10.22% | |
| Community Development | - | 1 | | 36,941 | (36,940) | -100.00% | K |
| Sub-total | 6,338,526 | 4,325,751 | 68.25% | 3,766,679 | 559,072 | 14.84% | |
| Supplies | | | | | | | |
| Mayor & Council | 1,200 | 356 | 29.69% | 544 | (187) | -34.46% | |
| Admin | 69,700 | 57,144 | 81.99% | 55,565 | 1,579 | 2.84% | |
| Police | 145,750 | 108,461 | 74.42% | 91,483 | 16,978 | 18.56% | |
| Municipal Court | 4,250 | 2,038 | 47.94% | 2,268 | (231) | | |
| Fire/EMS | 199,400 | 132,496 | 66.45% | 127,478 | 5,018 | 3.94% | |
| Sanitation | 19,000 | 14,502 | 76.33% | 12,183 | 2,319 | 19.03% | |
| Streets | 48,750 | 28,565 | 58.60% | 26,515 | 2,050 | 7.73% | |
| Parks | 57,700 | 34,927 | 60.53% | 26,303 | 8,624 | 32.79% | |
| Development Services | 7,100 | 10,764 | 151.61% | 7,776 | 2,989 | 38.43% | |
| City Shop | 21,150 | 12,893 | 60.96% | 13,996 | (1,102) | -7.88% | |
| Community Development | - | - | | 312 | (312) | -100.00% | |
| Sub-total | 574,000 | 402,146 | 70.06% | 364,423 | 37,724 | 10.35% | |
| Repairs & Maintenance | | | | | | | |
| Mayor & Council | 3,850 | 2,430 | 63.12% | 2,631 | (201) | -7.63% | |
| Admin | 129,800 | 54,502 | 41.99% | 73,544 | (19,042) | -25.89% | |
| Police | 61,500 | 32,010 | 52.05% | 23,350 | 8,660 | 37.09% | |
| Municipal Court | 5,200 | 5,202 | 100.05% | 4,993 | 210 | 4.20% | |
| Fire/EMS | 115,000 | 75,400 | 65.57% | 61,136 | 14,265 | 23.33% | |
| Sanitation | - | - | | - | - | | |
| Streets | 75,000 | 17,838 | 23.78% | 34,266 | (16,428) | -47.94% | |
| Parks | 73,100 | 34,514 | 47.21% | 45,732 | (11,218) | -24.53% | |
| Development Services | 6,500 | 4,114 | 63.29% | 4,420 | (306) | -6.93% | |
| City Shop | 10,500 | 6,880 | 65.52% | 6,784 | 95 | 1.41% | |
| Community Development | - | - | | - | - | | |
| Galloway Hammond | 12,000 | 3,204 | 26.70% | 6,628 | (3,423) | -51.65% | |
| Sub-total | 492,450 | 236,095 | 47.94% | 263,484 | (27,389) | -10.40% | |
| Services/Other | | | | | | | |
| Mayor & Council | 14,500 | 4,571 | 31.53% | 23,583 | (19,011) | -80.62% | |
| Admin | 549,395 | 394,707 | 71.84% | 384,444 | 10,263 | 2.67% | |
| Police | 132,180 | 91,825 | 69.47% | 79,220 | 12,606 | 15.91% | |
| Municipal Court | 27,200 | 17,446 | 64.14% | 16,889 | 557 | 3.30% | |
| Fire/EMS | 283,650 | 173,693 | 61.23% | 173,222 | 471 | 0.27% | |
| Sanitation | 782,000 | 539,986 | 69.05% | 509,377 | 30,609 | 6.01% | P |
| Streets | 2,000 | 1,547 | 77.36% | 2,112 | (564) | -26.73% | |
| Parks | 130,950 | 75,159 | 57.40% | 69,041 | 6,118 | 8.86% | |
| Development Services | 89,000 | 50,171 | 56.37% | 59,417 | (9,247) | -15.56% | |
| City Shop | 5,800 | 3,334 | 57.49% | 3,277 | 58 | 1.76% | |
| Community Development | - | 1 | | 3,422 | (3,421) | -99.97% | |
| Sub-total | 2,016,675 | 1,352,440 | 67.06% | 1,324,002 | 28,438 | 2.15% | |

GENERAL FUND

REVENUES AND EXPENSES by Category

YTD MAY 2019

% of year completed: 66.67

| | ANNUAL BUDGET 2018-2019 | ACTUAL YTD MAY 2019 | % OF BUDGET | PY ACTUAL YTD MAY 2018 | VARIANCE OVER PY | % OVER PY |
|---|----------------------------|------------------------|----------------|---------------------------|---------------------|----------------|
| Transfers to Self-funded | | | | | | |
| Mayor & Council | - | - | | - | - | |
| Admin | - | - | | - | - | |
| Police | 150,923 | 100,615 | 66.67% | 108,939 | (8,323) | -7.64% |
| Municipal Court | - | - | | - | - | |
| Fire/EMS | 254,829 | 169,886 | 66.67% | 162,697 | 7,189 | 4.42% |
| Sanitation | - | - | | - | - | |
| Streets | 76,460 | 50,973 | 66.67% | 64,832 | (13,859) | -21.38% |
| Parks | 45,137 | 30,091 | 66.67% | 26,419 | 3,672 | 13.90% |
| Development Services | - | - | | - | - | |
| City Shop | - | - | | - | - | |
| Community Development | - | - | | - | - | |
| Sub-total | 527,349 | 351,566 | 66.67% | 362,887 | (11,321) | -3.12% |
| Capital Outlay | | | | | | |
| Admin | - | - | | 14,258 | (14,258) | -100.00% |
| Police | 6,000 | - | 0.00% | 21,648 | (21,648) | -100.00% Q |
| Sub-total | 6,000 | - | 0.00% | 35,906 | (35,906) | -100.00% |
| Transfer to Golf - Admin & Op Subsidy | 318,977 | 197,744 | 61.99% | 83,790 | 113,953 | 136.00% U |
| YMCA Operating Subsidy | 100,000 | 66,667 | | 66,667 | - | 0.00% |
| CAPITAL/OTHER EXP (USES OF FUND BAL) | | | | | | |
| Transfer to Gen Cap Project Fund | 725,000 | 391,586 | 54.01% | 788,293 | (396,708) | -50.32% |
| Transfer to Golf Cap Project Fund | 100,000 | 61,509 | 61.51% | 166,354 | (104,845) | -63.03% |
| Transfer to Self Funded | - | - | | 11,000 | (11,000) | -100.00% |
| Transfer to Debt Service | 716,000 | - | 0.00% | - | - | |
| Development Services Staffing | 64,750 | 64,750 | | - | 64,750 | |
| Sub-total | 1,605,750 | 517,844 | 32.25% | 965,647 | (447,803) | -46.37% J |
| Total Expenses | \$ 11,979,727 | \$ 7,450,253 | 62.19% | \$ 7,233,485 | \$ 216,767 | 3.00% |
| <i>Total Expenses less capital/other</i> | <i>\$ 10,373,977</i> | <i>\$ 6,932,409</i> | <i>66.82%</i> | <i>\$ 6,267,839</i> | <i>\$ 664,570</i> | <i>10.60%</i> |
| Net Profit (Loss) | \$ 521,054 | \$ 1,284,607 | 246.54% | \$ 1,462,950 | \$ (178,343) | -12.19% |

A Increase over last year expected due to increased appraisal values.

B Last year the City received a large delinquent collection in December.

C Increase in Sales Tax collections consistent with prior year trends.

D EMS collections are up mainly due to increased transport calls.

E Increase due to an increase in ESD revenue and a timing difference in EMS coverage payments from the county.

F BCISD reimburses the City for a portion of the School Resource Officer Program expenses per an interlocal agreement.

The current year reimbursement increased because they added two additional school resource officers this year.

G Increased due to collection of delinquent franchise fees from Clawson for the period Nov 2016 - Dec 2017.

H Received an almost \$22K refund from TML resulting from the prior year's worker's comp audit.

I Timing difference in transfer from Hotel Motel to help cover overtime for City Events.

J Fund balance is used to offset transfers to the Capital Project Fund/Other expenses; net effect to operations is \$0.

K Admin salaries are on track with budget but are up over last year because of a timing difference in the payroll postings. In addition,

Community development salaries were reallocated to admin in the current year.

L Police personnel costs are on track with the budget but are up over last year because of a timing difference in the payroll postings and

because they added two school resource officer positions in the current year.

M EMS personnel costs are up over last year because of a timing difference in the payroll postings.

In addition, increased transport and 911 calls have resulted in increased overtime hours.

N Down from the prior year mainly due to the loss of the Parks supervisor and staff turnover.

O Increased because of timing difference in the payroll postings. In addition,

paid previous director and his replacement during the transition period and added a building inspector position.

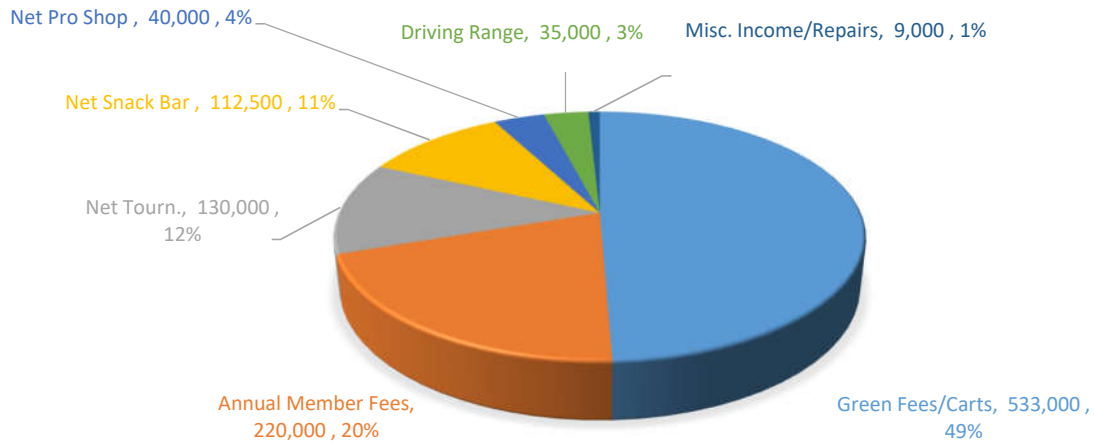
P Net expenses are up due to increased disposal services and the addition of the monthly City Wide Clean Up which began last year in April.

Q During the prior year, additional equipment including pistols and rifles were purchased for the PD officers.

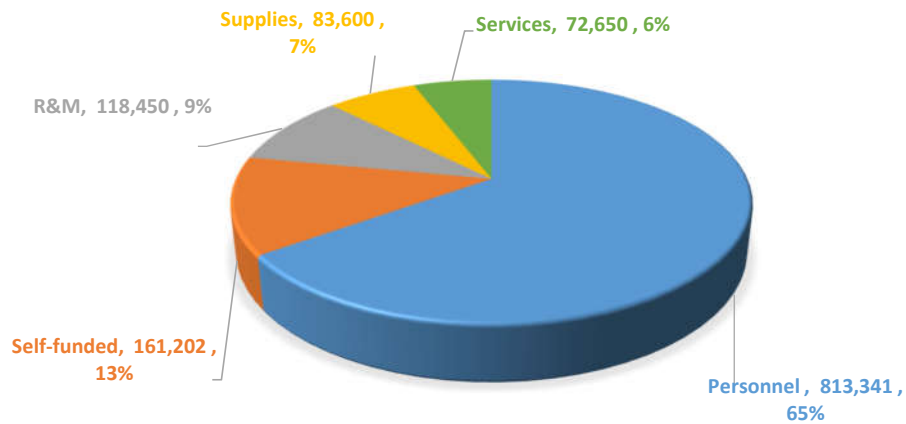
U The general fund subsidizes operating losses at the golf course. Transfers increased in the current year because the golf course is showing a loss of \$(111,429); during the prior year, they were showing a gain of \$44,231. In addition, admin transfers are up \$2,524.

GOLF COURSE ORIGINAL BUDGET 2018-19

NET REVENUES (EXCLUDES TRANSFERS FROM GENERAL)



NET EXPENSES (EXCLUDES ADMIN ALLOCATION)



GOLF COURSE FUND DASHBOARD

CURRENT RESULTS COMPARISON

| | ANNUAL BUDGET | ACTUAL YTD MAY 2019 | % OF BUDGET | PRIOR YR YTD MAY 2018 | VARIANCE OVER PY | % OVER PY |
|-----------------------------|------------------|------------------------|----------------|--------------------------|---------------------|--------------|
| REV (net of cogs/tourn exp) | \$ 1,228,733 | \$ 785,939 | 63.96% | \$ 851,990 | \$ (66,051) | -7.75% |
| EXP (net of cogs/tourn exp) | 1,398,476 | 897,369 | 64.17% | 807,759 | 89,610 | 11.09% |
| PROFIT (LOSS) | \$ (169,743) | \$ (111,429) | 65.65% | \$ 44,231 | \$ (155,661) | -351.93% |

TABLES/CHARTS



Rounds of Golf*

2018-2019

2017-2018

OVER (UNDER)

| OCT - MAY |
|-----------|
| 12,171 |
| 13,958 |
| (1,787) |
| -12.80% |

*Does not include annual dues or tournament rounds played.

**DELAWARE SPRINGS GOLF COURSE
SUMMARY OF REVENUES AND EXPENSES
YTD MAY 2019**

% of year completed: 66.67

| | ANNUAL BUDGET 2018-2019 | | ACTUAL YTD MAY 2019 | % OF BUDGET | PRIOR YEAR YTD MAY 2018 | | VARIANCE OVER PY | % OVER PY | |
|---|----------------------------|-----------|------------------------|----------------|----------------------------|----|---------------------|--------------|-----------|
| REVENUE | | | | | | | | | |
| <u>Charges for Services</u> | | | | | | | | | |
| Green Fees/Cart Rentals | \$ | 533,000 | \$ | 294,013 | 55.16% | \$ | 338,061 | \$ (44,048) | -13.03% A |
| Prepaid Green Fees/ Annual Cart Rentals/ Trail fees and Cart Storage | | 220,000 | | 198,230 | 90.10% | | 208,581 | (10,351) | -4.96% B |
| Net Tournament | | 130,000 | | 87,353 | 67.19% | | 91,401 | (4,048) | -4.43% |
| Pavilion Revenue | | - | | 600 | - | | 800 | (200) | -25.00% |
| Driving Range | | 35,000 | | 21,696 | 61.99% | | 24,411 | (2,715) | -11.12% |
| Net Charges for Services | | 918,000 | | 601,891 | 65.57% | | 663,254 | (61,363) | -9.25% |
| <u>Sales less Cost of Goods Sold</u> | | | | | | | | | |
| Pro Shop Sales | | 167,000 | | 113,244 | | | 101,650 | 11,594 | |
| Cost of Merchandise | | 127,000 | | 83,751 | | | 75,954 | 7,797 | |
| Net Pro Shop Sales | | 40,000 | | 29,493 | 73.73% | | 25,696 | 3,797 | 14.78% |
| | | - | | - | | | - | | |
| Snack Bar/Beer Cart Sales | | 247,000 | | 146,308 | | | 156,544 | (10,236) | |
| Cost of Merchandise | | 134,500 | | 83,433 | | | 86,919 | (3,486) | |
| Net Snack Bar/Beer Cart Sales | | 112,500 | | 62,875 | 55.89% | | 69,625 | (6,751) | -9.70% |
| | | | | | | | | | |
| Transfer - Overhead | | 149,233 | | 86,314 | 57.84% | | 83,790 | 2,524 | 3.01% |
| | | | | | | | | | |
| Misc. Income/Repairs | | 9,000 | | 5,367 | 59.63% | | 9,625 | (4,258) | -44.24% |
| | | | | | | | | | |
| Total Revenue | \$ | 1,228,733 | \$ | 785,939 | 63.96% | \$ | 851,990 | \$ (66,051) | -7.75% |
| EXPENSES | | | | | | | | | |
| Personnel Costs | \$ | 813,341 | \$ | 544,655 | 66.97% | \$ | 482,770 | \$ 61,885 | 12.82% C |
| Supplies | | 83,600 | | 52,373 | 62.65% | | 53,228 | (855) | -1.61% |
| Repairs & Maintenance | | 118,450 | | 65,661 | 55.43% | | 63,296 | 2,366 | 3.74% |
| Services | | 72,650 | | 40,897 | 56.29% | | 43,910 | (3,013) | -6.86% |
| Transfer to Self funded equipment | | 161,202 | | 107,468 | 66.67% | | 80,765 | 26,703 | 33.06% D |
| Admin Allocation | | 149,233 | | 86,314 | 57.84% | | 83,790 | 2,524 | 3.01% |
| | | | | | | | | | |
| Total Expenses | \$ | 1,398,476 | \$ | 897,369 | 64.17% | \$ | 807,759 | \$ 89,610 | 11.09% |
| | | | | | | | | | |
| Net Profit (Loss) | \$ | (169,743) | \$ | (111,429) | 65.65% | \$ | 44,231 | \$ (155,661) | -351.93% |
| | | | | | | | | | |
| Operating Subsidy from General Fund | \$ | 169,744 | \$ | 111,429 | 65.65% | \$ | - | | |
| | | | | | | | | | |
| Net Profit (Loss) | \$ | 1 | \$ | - | | \$ | 44,231 | | |

A Decrease due to green fee rounds played being down. Increased rain has impacted play.

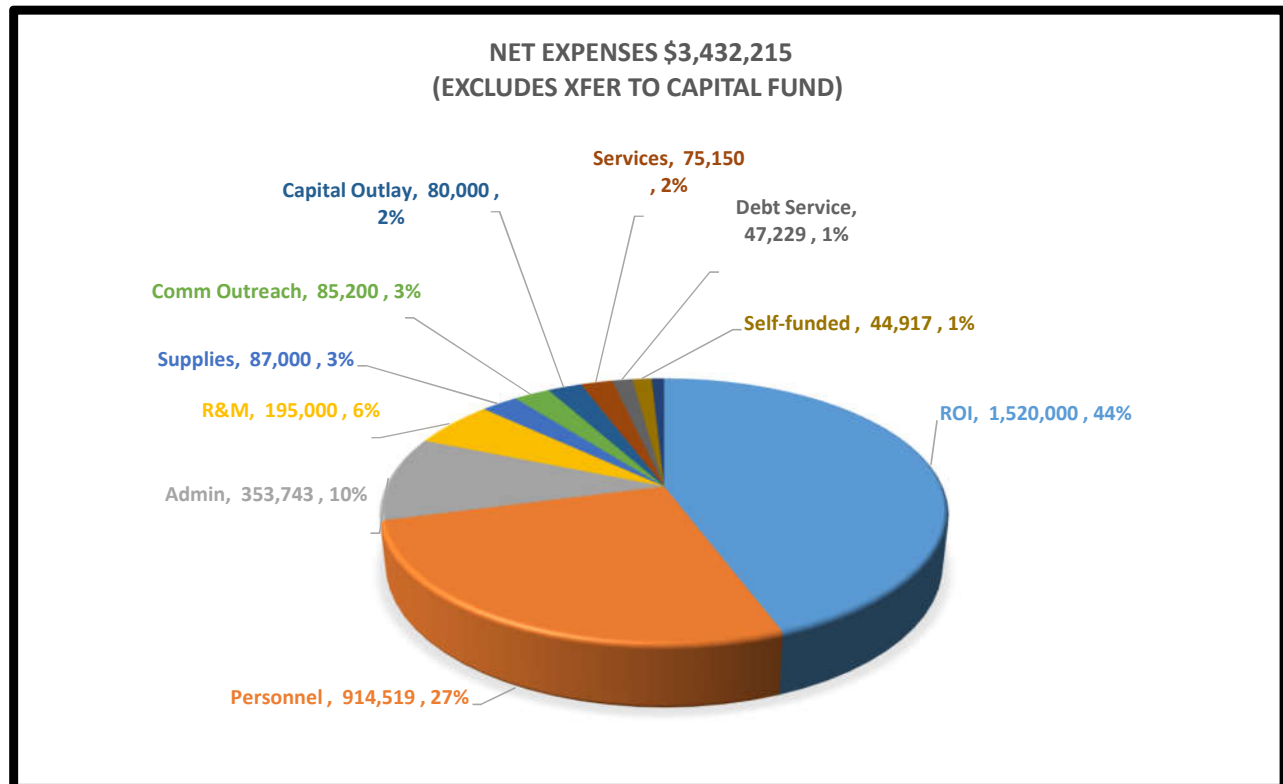
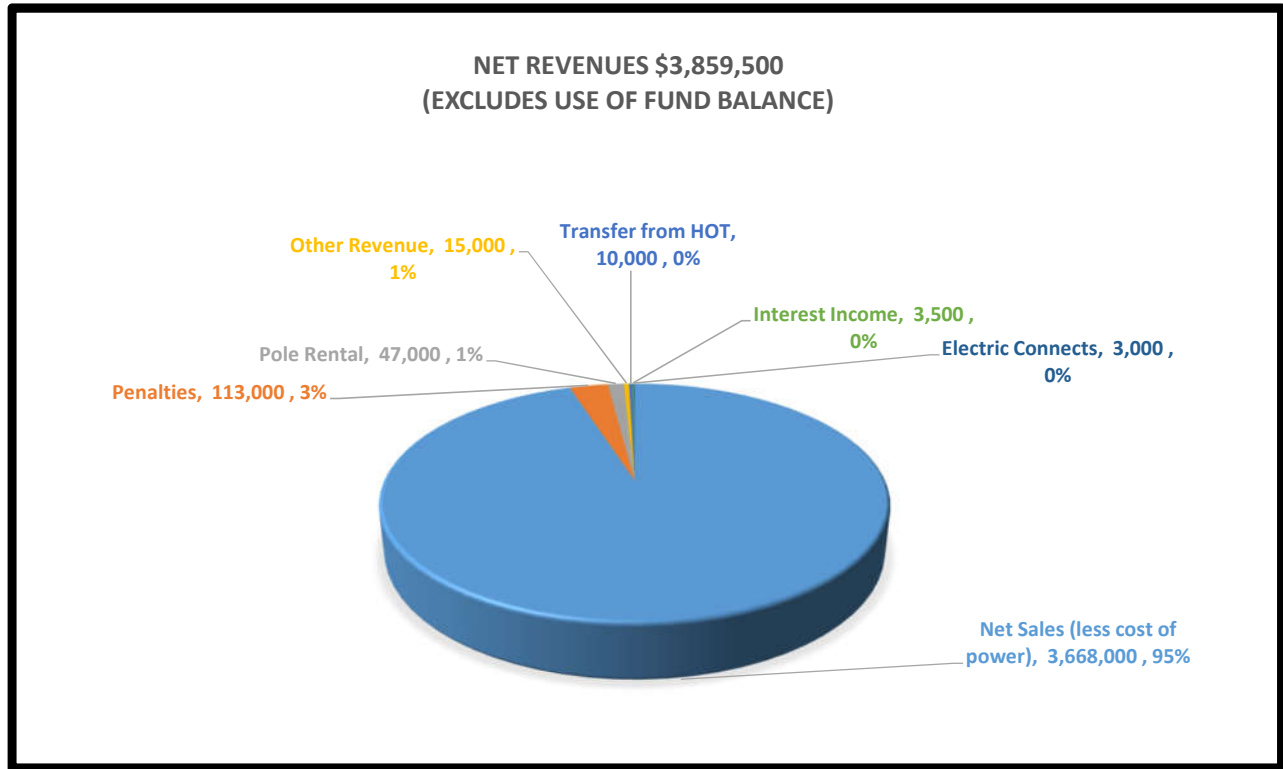
B Decrease due to loss of a couple memberships and members switching to monthly memberships.

C Personnel costs are on track with the budget but are up over last year because of a timing difference in the payroll postings.

In addition, the golf course added a maintenance position this year.

D Increased over last year for new equipment purchases but on track with budget.

ELECTRIC FUND ORIGINAL BUDGET 2018-19

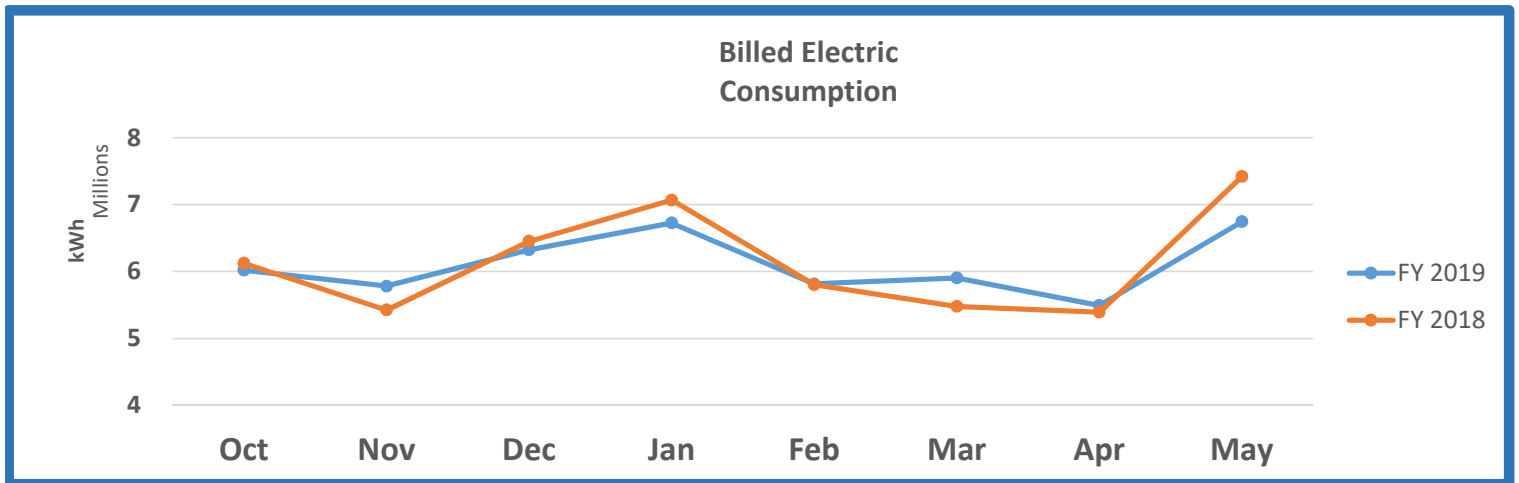


ELECTRIC FUND DASHBOARD

CURRENT RESULTS COMPARISON

| | ANNUAL BUDGET | ACTUAL YTD MAY 2019 | % OF BUDGET | PRIOR YR YTD MAY 2018 | VARIANCE OVER PY | % OVER PY |
|-------------------------------|-------------------|------------------------|----------------|--------------------------|---------------------|--------------|
| REV (less cogs and fund bal) | \$ 3,859,500 | \$ 2,378,501 | 61.63% | \$ 2,477,351 | \$ (98,851) | -3.99% |
| EXP (less cogs and cap xfers) | 3,432,215 | 2,042,757 | 59.52% | 2,045,811 | (3,054) | -0.15% |
| PROFIT (LOSS) | <u>\$ 427,285</u> | <u>\$ 335,744</u> | 78.58% | <u>\$ 431,540</u> | <u>\$ (95,797)</u> | -22.20% |

TABLES/CHARTS



YTD Billed Consumption in kWh:

| | |
|---------------|------------------|
| Oct18 - May19 | 48,802,354 |
| Oct 17 -May18 | 49,154,620 |
| ytd variance | <u>(352,266)</u> |
| | -0.72% |

**ELECTRIC FUND
REVENUES AND EXPENSES
YTD MAY 2019**

% of year completed: 66.67

| | ANNUAL BUDGET 2018-2019 | ACTUAL YTD MAY 2019 | % OF BUDGET | PRIOR YEAR YTD MAY 2018 | VARIANCE OVER PY | % OVER PY | |
|---|----------------------------|------------------------|----------------|----------------------------|---------------------|----------------|---|
| REVENUE | | | | | | | |
| Electric Sales | \$ 8,384,000 | \$ 5,376,087 | | \$ 5,407,185 | \$ (31,098) | | |
| Cost of Power | 4,716,000 | 3,086,123 | | 3,090,911 | (4,788) | | |
| Net Sales | 3,668,000 | 2,289,964 | 62.43% | 2,316,275 | (26,310) | -1.14% | |
| Penalties | 113,000 | 56,754 | 50.22% | 84,009 | (27,255) | -32.44% | A |
| Electric Connects | 3,000 | 8,398 | 279.92% | 24,324 | (15,927) | -65.48% | |
| Pole Rental | 47,000 | - | 0.00% | 32,807 | (32,807) | | B |
| Other Revenue | 15,000 | 8,784 | 58.56% | 8,313 | 471 | 5.67% | |
| Interest Income | 3,500 | 14,602 | 417.19% | 1,624 | 12,978 | 799.18% | |
| Transfer from HOT | 10,000 | - | 0.00% | 10,000 | (10,000) | | C |
| Use of Fund Balance | 75,000 | 16,673 | 22.23% | 86,242 | (69,569) | -80.67% | D |
| Total Revenue | \$ 3,934,500 | \$ 2,395,174 | 60.88% | \$ 2,563,593 | \$ (168,419) | -6.57% | |
| <i>Total Revenue less fund balance</i> | <i>\$ 3,859,500</i> | <i>\$ 2,378,501</i> | <i>61.63%</i> | <i>\$ 2,477,351</i> | <i>\$ (98,851)</i> | <i>-3.99%</i> | |
| EXPENSES | | | | | | | |
| Personnel Costs | \$ 914,519 | \$ 576,803 | 63.07% | \$ 521,541 | \$ 55,262 | 10.60% | E |
| Supplies | 87,000 | 59,389 | 68.26% | 52,300 | 7,089 | 13.55% | |
| Repairs & Maintenance | 195,000 | 73,993 | 37.95% | 89,312 | (15,319) | -17.15% | |
| Services | 75,150 | 36,275 | 48.27% | 45,094 | (8,819) | -19.56% | |
| Transfer to Self-funded equipment | 44,917 | 29,945 | 66.67% | 44,229 | (14,285) | -32.30% | |
| Community Outreach | 85,200 | 53,363 | 62.63% | 62,063 | (8,700) | -14.02% | |
| Capital Outlay | 80,000 | 10,258 | 12.82% | 20,263 | (10,005) | -49.38% | |
| Transfer to Capital Project Fund | 75,000 | 16,673 | 22.23% | 86,242 | (69,569) | -80.67% | D |
| Transfers to Debt Service | 47,229 | 31,486 | 66.67% | 32,369 | (883) | -2.73% | |
| Transfer to GF - ROI | 1,520,000 | 928,944 | 61.11% | 936,139 | (7,194) | -0.77% | |
| Transfer to GF- Admin Allocation | 353,743 | 224,186 | 63.38% | 225,292 | (1,106) | -0.49% | |
| Transfer to GF- Shop Allocation | 29,457 | 18,115 | 61.50% | 17,208 | 907 | 5.27% | |
| Total Expenses | \$ 3,507,215 | \$ 2,059,430 | 58.72% | \$ 2,132,052 | \$ (72,623) | -3.41% | |
| <i>Total Expenses less xfers to capital project</i> | <i>\$ 3,432,215</i> | <i>\$ 2,042,757</i> | <i>59.52%</i> | <i>\$ 2,045,811</i> | <i>\$ (3,054)</i> | <i>-0.15%</i> | |
| Net Profit (Loss) | \$ 427,285 | \$ 335,744 | 78.58% | \$ 431,540 | \$ (95,797) | -22.20% | |

A Penalties are down mainly because our largest commercial customer paid late fees in December and January of the prior year.

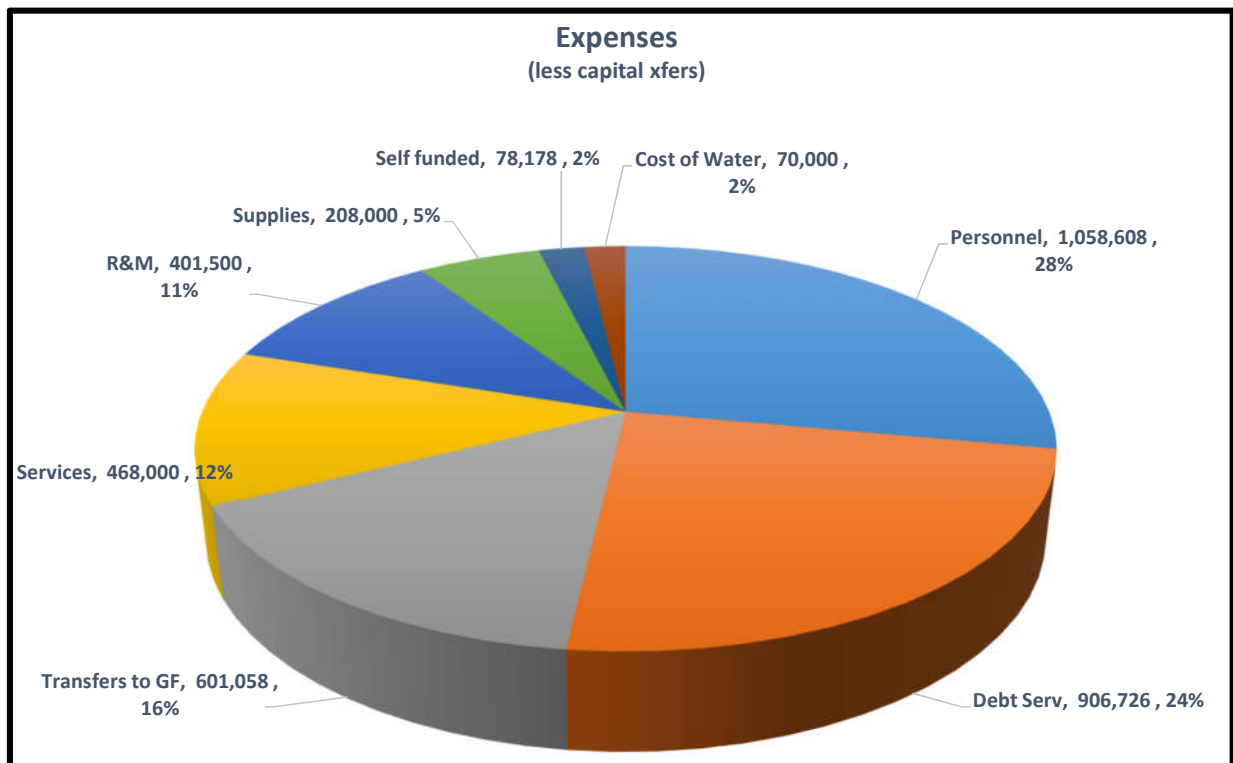
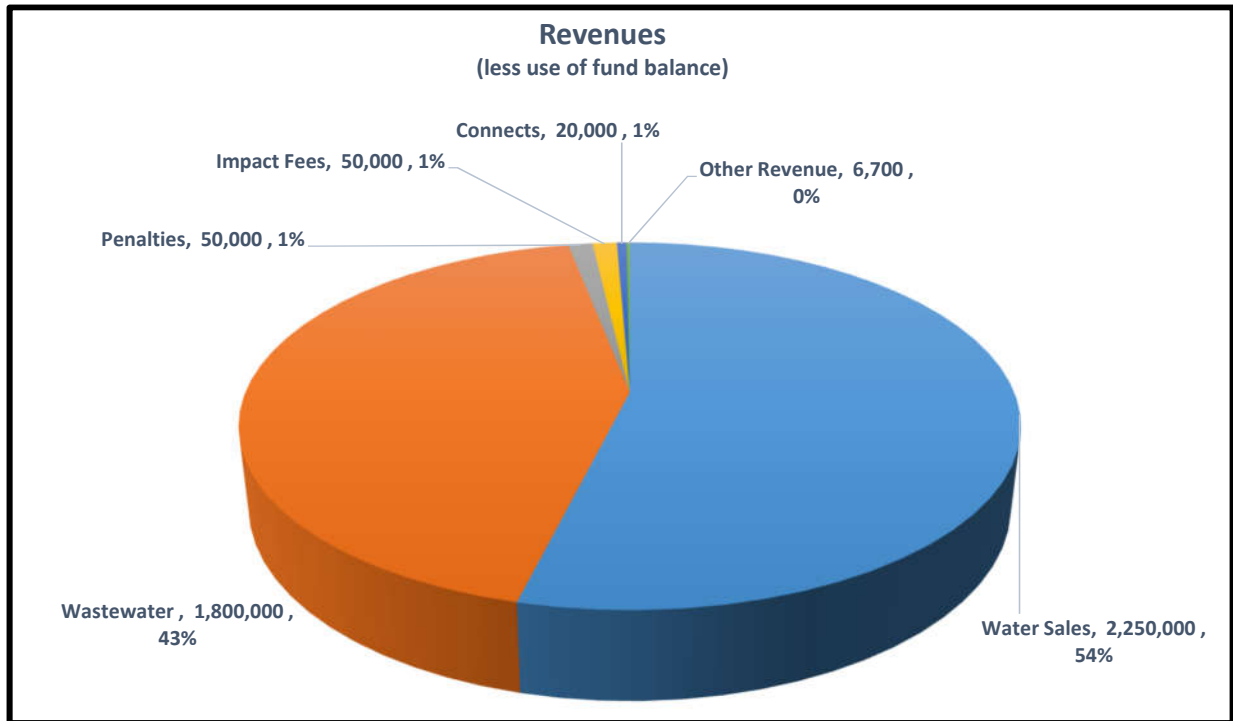
B Timing difference in pole rental collections; no variance expected by the end of the year.

C Timing difference in transfers from HOT; no variance expected by the end of the year.

D Fund Balance is used to offset transfers to the Capital Project Fund; net effect to operations is \$0.

E Personnel costs are on track with the budget but are up over last year because of a timing difference in the payroll postings.

WATER/WW FUND ORIGINAL BUDGET 2018-19

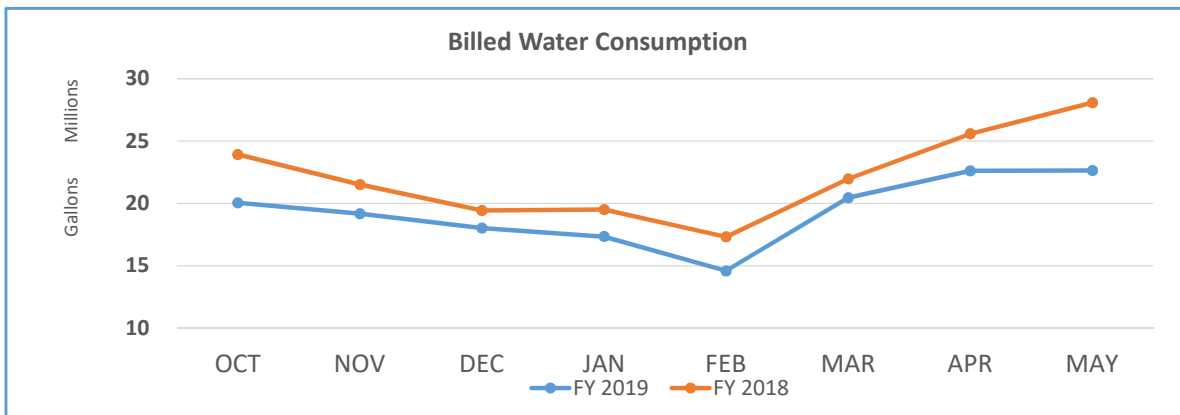


WATER/WW FUND DASHBOARD

CURRENT RESULTS COMPARISON

| | ANNUAL BUDGET | ACTUAL YTD MAY 2019 | % OF BUDGET | PRIOR YR YTD MAY 2018 | VARIANCE OVER PY | % OVER PY |
|----------------------------|------------------|------------------------|----------------|--------------------------|---------------------|--------------|
| REV (less use of fund bal) | \$ 4,176,700 | \$ 2,651,677 | 63.49% | \$ 2,759,864 | \$ (108,188) | -3.92% |
| EXP (less capital xfers) | 3,792,070 | 2,406,804 | 63.47% | 2,354,274 | 52,530 | 2.23% |
| PROFIT (LOSS) | \$ 384,630 | \$ 244,873 | 63.66% | \$ 405,590 | \$ (160,717) | -39.63% |

TABLES/CHARTS



YTD Billed Consumption in gallons:

| | |
|---------------|--------------|
| Oct18 - May19 | 154,975,317 |
| Oct 17 -May18 | 177,422,958 |
| ytd variance | (22,447,641) |
| | -12.65% |

**WATER W/W FUND
REVENUES AND EXPENSES
YTD MAY 2019**

% of year completed: 66.67

| | ANNUAL BUDGET 2018-2019 | | | ACTUAL YTD MAY 2019 | | | % OF BUDGET | | | PRIOR YEAR YTD MAY 2018 | | | VARIANCE OVER PY | | | % OVER PY | | |
|---|----------------------------|------------------|--|------------------------|------------------|--|----------------|--|--|----------------------------|------------------|--|---------------------|------------------|--|----------------|---|--|
| REVENUE | | | | | | | | | | | | | | | | | | |
| Water Sales | \$ | 2,250,000 | | \$ | 1,353,467 | | 60.15% | | | \$ | 1,436,202 | | \$ | (82,735) | | -5.76% | A | |
| Wastewater Sales | | 1,800,000 | | | 1,219,387 | | 67.74% | | | | 1,213,378 | | | 6,009 | | 0.50% | | |
| Penalties | | 50,000 | | | 29,991 | | 59.98% | | | | 35,991 | | | (6,001) | | -16.67% | | |
| Water/Sewer Connects | | 20,000 | | | 21,800 | | 109.00% | | | | 20,306 | | | 1,495 | | 7.36% | | |
| Irrigation Revenue | | 2,500 | | | 2,250 | | 90.00% | | | | 1,095 | | | 1,155 | | 105.48% | | |
| Other Revenue | | 3,000 | | | 10,010 | | 333.65% | | | | 1,654 | | | 8,355 | | 505.14% | | |
| Interest Income | | 1,200 | | | 14,772 | | 1231.00% | | | | 9,238 | | | 5,534 | | 59.90% | | |
| Use Impact Fees | | 50,000 | | | - | | 0.00% | | | | 42,000 | | | (42,000) | | | B | |
| Use of Fund Balance | | 177,400 | | | 23,723 | | 13.37% | | | | - | | | 23,723 | | | C | |
| Total Revenue | \$ | 4,354,100 | | \$ | 2,675,400 | | 61.45% | | | \$ | 2,759,864 | | \$ | (84,465) | | -3.06% | | |
| <i>Total Revenue less fund balance</i> | <i>\$</i> | <i>4,176,700</i> | | <i>\$</i> | <i>2,651,677</i> | | <i>63.49%</i> | | | <i>\$</i> | <i>2,759,864</i> | | <i>\$</i> | <i>(108,188)</i> | | <i>-3.92%</i> | | |
| EXPENSES | | | | | | | | | | | | | | | | | | |
| Personnel Costs | \$ | 1,058,608 | | \$ | 691,744 | | 65.34% | | | \$ | 655,941 | | \$ | 35,802 | | 5.46% | D | |
| Supplies | | 208,000 | | | 116,740 | | 56.13% | | | | 122,416 | | | (5,676) | | -4.64% | | |
| Repairs & Maintenance | | 401,500 | | | 258,562 | | 64.40% | | | | 234,104 | | | 24,458 | | 10.45% | E | |
| Services | | 468,000 | | | 259,944 | | 55.54% | | | | 260,186 | | | (242) | | -0.09% | | |
| Transfer to Self-funded equipment | | 78,178 | | | 52,119 | | 66.67% | | | | 28,153 | | | 23,965 | | 85.12% | F | |
| Cost of Water | | 70,000 | | | 37,158 | | 53.08% | | | | 43,451 | | | (6,293) | | -14.48% | | |
| Transfers to Capital Fund | | 177,400 | | | 23,723 | | 13.37% | | | | - | | | 23,723 | | | C | |
| Capital Outlay | | - | | | - | | | | | | 11,809 | | | (11,809) | | -100.00% | | |
| Transfers to Debt Service | | 906,726 | | | 604,484 | | 66.67% | | | | 605,506 | | | (1,022) | | -0.17% | | |
| Transfer to GF - In Lieu of Property Tax | | 126,801 | | | 79,550 | | 62.74% | | | | 81,374 | | | (1,824) | | -2.24% | | |
| Transfer to GF - In Lieu of Franchise | | 211,335 | | | 132,584 | | 62.74% | | | | 135,623 | | | (3,039) | | | | |
| Transfer to GF- Admin Allocation | | 233,466 | | | 155,804 | | 66.74% | | | | 158,502 | | | (2,697) | | -1.70% | | |
| Transfer to GF- Shop Allocation | | 29,456 | | | 18,115 | | 61.50% | | | | 17,208 | | | 907 | | 5.27% | | |
| Total Expenses | \$ | 3,969,470 | | \$ | 2,430,527 | | 61.23% | | | \$ | 2,354,274 | | \$ | 76,253 | | 3.24% | | |
| <i>Total Expenses less xfers to capital project</i> | <i>\$</i> | <i>3,792,070</i> | | <i>\$</i> | <i>2,406,804</i> | | <i>63.47%</i> | | | <i>\$</i> | <i>2,354,274</i> | | <i>\$</i> | <i>52,530</i> | | <i>2.23%</i> | | |
| Net Profit (Loss) | \$ | 384,630 | | \$ | 244,873 | | 63.66% | | | \$ | 405,590 | | \$ | (160,717) | | -39.63% | | |

A Water sales are down over prior year due to decreased water consumption resulting from increased rainfall.

B Timing difference in the Use of Impact Fees.

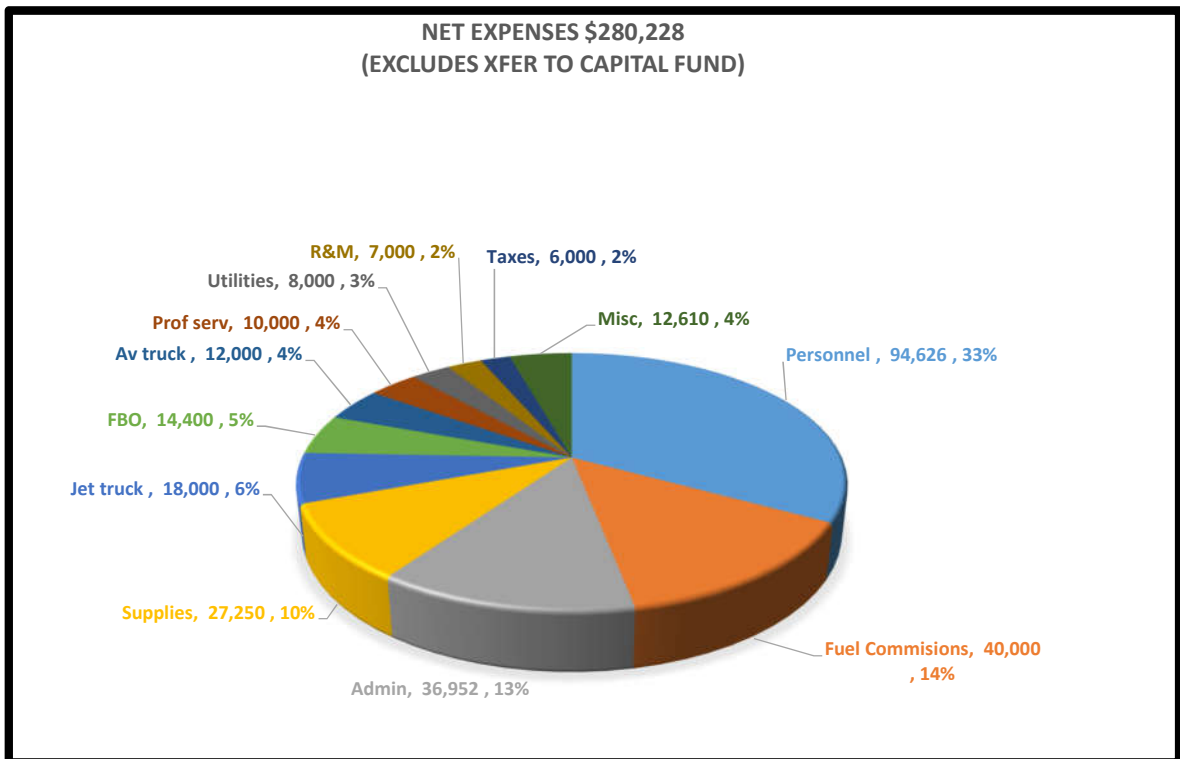
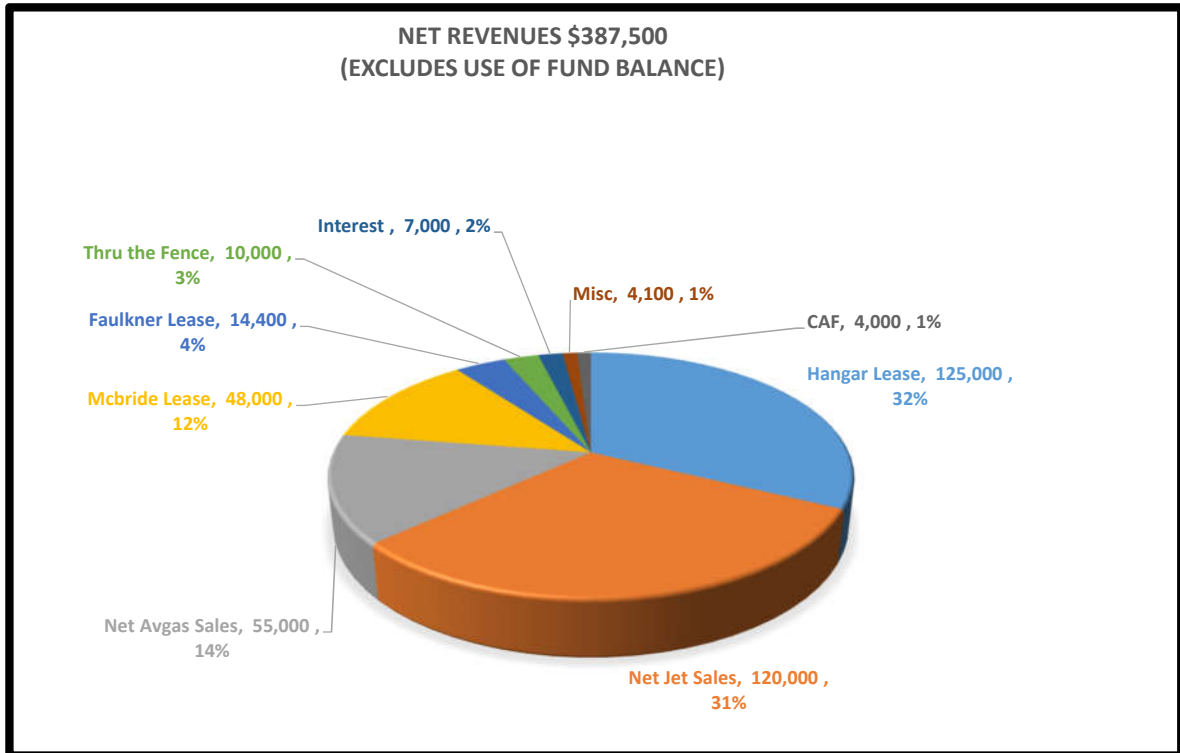
C Fund Balance is used to offset transfers to the Capital Project Fund; net effect to operations is \$0.

D Personnel costs are on track with the budget but are up over last year because of a timing difference in the payroll postings.

E Up due to repairs for Inks Lake HSP2 Water Pump, RAS pump#2 at the Sewer Plant and for the pump at the Ranch lift station.

F Increased for new equipment purchases but on track with budget.

AIRPORT FUND ORIGINAL BUDGET 2018-19

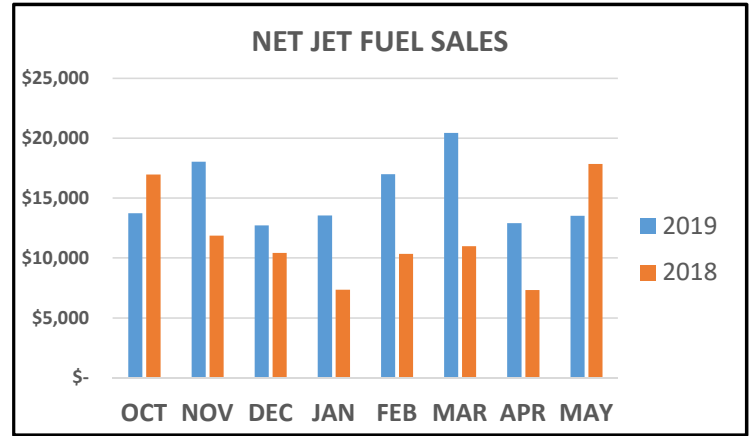
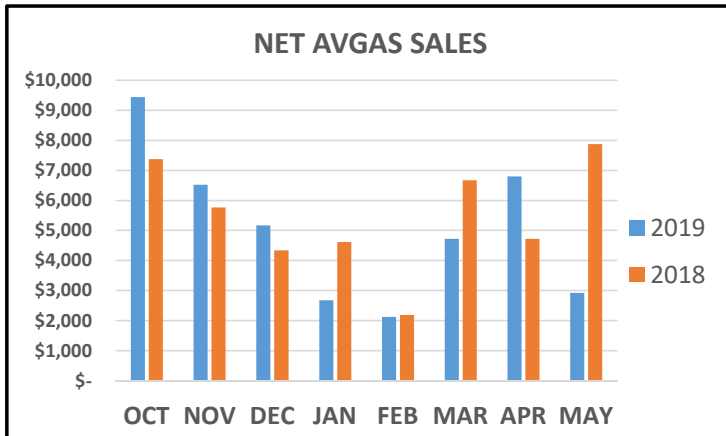


AIRPORT FUND DASHBOARD

CURRENT RESULTS COMPARISON

| | ANNUAL BUDGET | ACTUAL YTD MAY 2019 | % OF BUDGET | PRIOR YR YTD MAY 2018 | VARIANCE OVER PY | % OVER PY |
|--|------------------|------------------------|----------------|--------------------------|---------------------|--------------|
| REV (less fuel purchases and fund bal) | \$ 387,500 | \$ 300,033 | 77.43% | \$ 267,665 | \$ 32,368 | 12.09% |
| EXP (less fuel purchases and fund bal) | 286,838 | 173,517 | 60.49% | 186,085 | (12,567) | -6.75% |
| PROFIT (LOSS) | \$ 100,662 | \$ 126,516 | 125.68% | \$ 81,580 | \$ 44,935 | 55.08% |

TABLES/CHARTS



| | 2019 | 2018 |
|--------------|---------------|---------------|
| AvSales | \$ 121,322.69 | \$ 165,692.84 |
| Av Purchases | 80,890.64 | 122,103.92 |
| Profit | \$ 40,432.05 | \$ 43,588.92 |
| % | 33.33% | 26.31% |

Avgas Gallons Sold:

| | |
|--------------------|----------|
| 2019 | 26,449 |
| 2018 | 40,280 |
| Increase(decrease) | (13,832) |
| | -34% |

| | 2019 | 2018 |
|---------------|---------------|---------------|
| Jet Sales | \$ 258,925.64 | \$ 214,194.00 |
| Jet Purchases | 136,861.75 | 120,953.81 |
| Profit | \$ 122,063.89 | \$ 93,240.19 |
| % | 47.14% | 43.53% |

Jet Gallons Sold:

| | |
|--------------------|--------|
| 2019 | 55,963 |
| 2018 | 55,681 |
| Increase(decrease) | 282 |
| | 0.51% |

**AIRPORT FUND
REVENUES AND EXPENSES
YTD MAY 2019**

% of year completed: 66.67

| | ANNUAL BUDGET 2018-2019 | ACTUAL YTD MAY 2019 | % OF BUDGET | PRIOR YEAR* YTD MAY 2018 | VARIANCE OVER PY | % OVER PY |
|--|----------------------------|------------------------|----------------|-----------------------------|---------------------|---------------|
| REVENUE | | | | | | |
| Av Gas Sales | \$ 255,000 | \$ 121,323 | | \$ 165,693 | \$ (44,370) | |
| Av Gas Purchases | 200,000 | 80,891 | | 122,104 | (41,213) | |
| Net Sales | 55,000 | 40,432 | 73.51% | 43,589 | (3,157) | -7.24% |
| Jet Gas Sales | 325,000 | 258,926 | | 214,194 | 44,732 | |
| Jet Gas Purchases | 205,000 | 136,862 | | 120,954 | 15,908 | |
| Net Sales | 120,000 | 122,064 | 101.72% | 93,240 | 28,824 | 30.91% A |
| Contributions/Misc Rev | - | 275 | | 104 | 171 | 164.35% |
| Sign Rental Revenue | 900 | - | 0.00% | - | - | |
| Penalties | 1,000 | 650 | 65.00% | 200 | 450 | 225.00% |
| All Hangar Lease | 125,000 | 83,715 | 66.97% | 83,921 | (207) | -0.25% |
| CAF Admissions | 4,000 | 2,917 | 72.93% | 2,917 | - | 0.00% |
| McBride Lease | 48,000 | 30,866 | 64.30% | 30,866 | (0) | 0.00% |
| Thru the Fence Lease | 10,000 | - | 0.00% | - | - | |
| Airport Parking Permit | 2,200 | 120 | 5.45% | 120 | - | 0.00% |
| Hanger Lease - Faulkner | 14,400 | 9,600 | 66.67% | 9,600 | - | 0.00% |
| Interest Earned | 7,000 | 9,395 | 134.21% | 3,108 | 6,287 | 202.32% |
| Use of Fund Balance | 491,700 | 193,495 | 39.35% | - | 193,495 | B |
| Total Revenue | \$ 879,200 | \$ 493,528 | 56.13% | \$ 267,665 | \$ 225,864 | 84.38% |
| <i>Total Revenue less fund balance</i> | <i>\$ 387,500</i> | <i>\$ 300,033</i> | <i>77.43%</i> | <i>\$ 267,665</i> | <i>\$ 32,368</i> | <i>12.09%</i> |
| EXPENSES | | | | | | |
| Personnel Costs | \$ 94,626 | \$ 64,990 | 68.68% | \$ 58,531 | \$ 6,459 | 11.04% |
| Supplies | 27,250 | 13,278 | 48.73% | 12,010 | 1,268 | 10.56% |
| Repairs & Maintenance | 7,000 | 1,449 | 20.70% | 6,962 | (5,513) | -79.19% |
| Contract Labor - FBO | 14,400 | 9,600 | 66.67% | 9,600 | - | 0.00% |
| Commission on Fuel Sal | 40,000 | 20,603 | 51.51% | 23,990 | (3,387) | -14.12% |
| Schools/Seminars | 2,000 | 2,547 | 127.36% | - | 2,547 | |
| Insurance & Bonds | 10,610 | 7,220 | 68.05% | 3,183 | 4,037 | 126.84% |
| Professional Services | 10,000 | 42 | 0.42% | - | 42 | |
| Property Taxes | 6,000 | 4,461 | 74.35% | 4,219 | 242 | 5.73% |
| Utilities | 8,000 | 5,205 | 65.06% | 5,455 | (250) | -4.59% |
| Av fuel truck lease | 12,000 | 8,000 | 66.67% | 8,000 | - | 0.00% |
| Jet fuel truck lease | 18,000 | 11,200 | 62.22% | 11,200 | - | 0.00% |
| Transfers to Debt Service | - | - | | 17,517 | (17,517) | C |
| Transfers to Capital/Uses of Fund Bal | 491,700 | 193,495 | 39.35% | - | 193,495 | B |
| Admin Allocation | 36,952 | 24,923 | 67.45% | 25,418 | (495) | -1.95% |
| Total Expenses | \$ 778,538 | \$ 367,013 | 47.14% | \$ 186,085 | \$ 180,928 | 97.23% |
| <i>Total Expense less xfers to capital project</i> | <i>\$ 286,838</i> | <i>\$ 173,517</i> | <i>60.49%</i> | <i>\$ 186,085</i> | <i>\$ (12,567)</i> | <i>-6.75%</i> |
| Net Profit (Loss) | \$ 100,662 | \$ 126,516 | 125.68% | \$ 81,580 | \$ 44,935 | 55.08% |

*Restated prior year to exclude the Ramp Grant revenues and expenses in order to be consistent with current year budget change to move the Ramp Grant activity to the capital fund.

A Jet fuel sales are up mainly due to increased margins.

B Fund Balance is used to offset transfers to the Capital Project Fund; net effect to operations is \$0.

C The airport debt was paid off during the previous year.

**OTHER FUNDS
REVENUES AND EXPENSES
YTD MAY 2019**

| | ANNUAL BUDGET 2018-2019 | ACTUAL YTD MAY 2019 | % OF BUDGET | PRIOR YEAR YTD MAY 2018 | VARIANCE OVER PY | % OVER PY |
|---|----------------------------|------------------------|----------------|----------------------------|---------------------|--------------|
| HOTEL/MOTEL FUND | | | | | | |
| Revenues | \$ 260,475 | \$ 226,822 | 87.08% | \$ 317,819 | \$ (90,997) | -28.63% |
| Expenses | 253,927 | 163,033 | 64.20% | 293,468 | (130,435) | -44.45% |
| Net Profit (Loss) | <u>\$ 6,548</u> | <u>\$ 63,789</u> | | <u>\$ 24,351</u> | <u>\$ 39,438</u> | |
| BEDC | | | | | | |
| Revenues | \$ 4,741,500 | \$ 3,328,514 | 70.20% | \$ 1,139,209 | \$ 2,189,305 | 192.18% |
| Expenses | 3,863,104 | 2,121,698 | 54.92% | 561,272 | 1,560,426 | 278.02% |
| Net Profit (Loss) | <u>\$ 878,396</u> | <u>\$ 1,206,816</u> | | <u>\$ 577,937</u> | <u>\$ 628,879</u> | |
| SELF FUNDED EQUIPMENT FUND | | | | | | |
| Revenues | \$ 859,646 | \$ 588,959 | 68.51% | \$ 578,433 | \$ 10,526 | 1.82% |
| Expenses | 930,200 | 708,828 | 76.20% | 540,970 | 167,858 | 31.03% |
| Net Profit (Loss) | <u>\$ (70,554)</u> | <u>\$ (119,869)</u> | | <u>\$ 37,463</u> | <u>\$ (157,332)</u> | |
| DEBT SERVICE FUND | | | | | | |
| Revenues | \$ 1,673,956 | \$ 636,362 | 38.02% | \$ 655,815 | \$ (19,453) | -2.97% |
| Expenses | 1,673,956 | 797,447 | 47.64% | 799,998 | (2,552) | -0.32% |
| Net Profit (Loss) | <u>\$ -</u> | <u>\$ (161,085)</u> | | <u>\$ (144,183)</u> | <u>\$ (16,901)</u> | |
| INTEREST & SINKING DEBT FUND | | | | | | |
| Revenues | \$ 1,030,327 | \$ 318,358 | 30.90% | \$ 345,771 | \$ (27,413) | -7.93% |
| Expenses | 1,030,327 | 175,972 | 17.08% | 174,854 | 1,118 | 0.64% |
| Net Profit (Loss) | <u>\$ -</u> | <u>\$ 142,386</u> | | <u>\$ 170,917</u> | <u>\$ (28,531)</u> | |

**CITY OF BURNET
CASH AND INVESTMENT REPORT
AS OF MAY 2019**

| Acct # | Bank | Account Name | Account Type | Balance May 2019 | Date Purchased | Maturity Date | Interest Rate |
|------------------------------|---------|-----------------------------------|--------------|------------------|----------------|---------------|---------------|
| Unrestricted Accounts | | | | | | | |
| 984/2410 | FSB | Operating Cash | Checking | \$ 2,082,716.10 | N/A | N/A | 0.10 % |
| | | Less Claim on Cash for Airport | | (80,093.07) | | | |
| 2329 | FSB | Golf Course Petty Cash | Checking | 2,272.54 | N/A | N/A | — % |
| 2535 | FSB | Operating Reserve | M/M | 384,839.64 | N/A | N/A | 0.20 % |
| 2352 | FSB | Delaware Springs-Credit Card Acct | Checking | - | N/A | N/A | — % |
| 2378 | FSB | Airport - Credit Card Acct | Checking | - | N/A | N/A | — % |
| 2386 | FSB | Utility - Credit Card Acct | Checking | - | N/A | N/A | — % |
| 2469 | FSB | Court - Credit Card Acct | Checking | - | N/A | N/A | — % |
| 2711100002 | TexPool | Operating Reserve | Investment | 4,573,017.76 | N/A | N/A | 1.8896 % |

Total Unrestricted \$ 6,962,752.97

| | |
|---------------------------------------|------------------------|
| 75 Day Reserve Requirement | 3,160,200.00 |
| Unrestricted Cash over 75 day reserve | <u>\$ 3,802,552.97</u> |
| 90 Day Reserve Requirement | 3,792,847.00 |
| Unrestricted Cash over 90 day reserve | <u>\$ 3,169,905.97</u> |

Restricted by Council Action

| | | | | | | | |
|-----------------------------|---------|-----------------|------------|----------------------|-----|-----|----------|
| 2711100004 | TexPool | Capital Reserve | Investment | \$ 270,810.71 | N/A | N/A | 1.8896 % |
| Total Restricted by Council | | | | <u>\$ 270,810.71</u> | | | |

Restricted by Purpose or Law

| Acct # | Bank | Account Name | Account Type | Balance May 2019 | Date Purchased | Maturity Date | Interest Rate |
|-------------|---------|--|--------------|------------------|----------------|---------------|---------------|
| 1453 | FSB | Bond Reserve | M/M | \$ 246,532.16 | N/A | N/A | 0.20 % |
| 2188 | FSB | Self Funded Equipment | M/M | 576,384.59 | N/A | N/A | 0.20 % |
| 2402 | FSB | Hotel / Motel | M/M | 48,030.56 | N/A | N/A | 0.20 % |
| 2711100005 | TexPool | Hotel / Motel | Investment | 59,248.65 | N/A | N/A | 1.8896 % |
| 2451 | FSB | Construction Account | Checking | 104,884.47 | N/A | N/A | — % |
| 2485 | FSB | PD Seizure | M/M | 3,111.71 | N/A | N/A | 0.20 % |
| 2493 | FSB | Municipal Court Special Revenue | M/M | 51,432.72 | N/A | N/A | 0.20 % |
| 2519 | FSB | Impact Fees - Water | M/M | 119,932.89 | N/A | N/A | 0.20 % |
| 2543 | FSB | Airport Reserve | M/M | - | N/A | N/A | 0.20 % |
| | | Plus Airport Claim on Cash | | 80,093.07 | N/A | N/A | |
| 2711100009 | TexPool | Airport Reserve | Investment | 610,437.30 | N/A | N/A | 1.8896 % |
| 2568 | FSB | Benevolent Fund | Checking | - | N/A | N/A | — % |
| 2576 | FSB | Interest & Sinking Acct | M/M | 216,574.48 | N/A | N/A | 0.20 % |
| 2584 | FSB | Impact Fees - Wastewater | M/M | 62,723.87 | N/A | N/A | 0.20 % |
| 2592 | FSB | BEDC | Super NOW | 1,392,745.72 | N/A | N/A | 0.10 % |
| 2711100008 | TexPool | BEDC Project Fund | Investment | 367,721.57 | N/A | N/A | 1.8896 % |
| 2711100010 | TexPool | BEDC | Investment | 815,847.60 | N/A | N/A | 1.8896 % |
| 2634 | FSB | Benefit Trust Account | M/M | - | N/A | N/A | — % |
| 2675 | FSB | Police Department Explorer Program | M/M | 6,404.87 | N/A | N/A | — % |
| 2691 | FSB | Fire Department Explorer Program | M/M | 3,940.39 | N/A | N/A | 0.20 % |
| 3012 | FSB | Franchise Fee Account | Super NOW | 86,518.03 | N/A | N/A | 0.10 % |
| 58776 | FSB | Fire Dept. Community Acct | M/M | 14,619.89 | N/A | N/A | — % |
| 2711100007 | TexPool | TWDB | Investment | 67,458.61 | N/A | N/A | 1.8896 % |
| 2711100006 | TexPool | TWDB | Investment | 40,956.56 | N/A | N/A | 1.8896 % |
| | | City of Burnet, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2010 Escrow Account | | 3,146.43 | N/A | N/A | 0.34 % |
| 143033000 | US Bank | | Investment | | | | |
| 82-020-01-0 | Bank of | City of Burnet Ctr 2012 TWDB Escrow | Investment | 270,303.85 | N/A | N/A | 0.3700 % |
| 62315 | FSB | BEDC Bond Fund | | 109,886.30 | N/A | N/A | |
| 62364 | FSB | BEDC Project Fund | Investment | - | N/A | N/A | |

Total Restricted Cash \$ 5,358,936.29

Total All Cash \$ 12,592,499.97

**CITY OF BURNET
CAPITAL PROJECT FUNDING REPORT
YTD MAY 2019**

| GENERAL CAPITAL PROJECT FUND | | | | | |
|-------------------------------|---------------|---------------------|-------------------|------|--------------------------|
| DESCRIPTION | TOTAL COST | 2018-2019 BUDGET | YTD MAY ACTUAL | % | BALANCE FOR 2018-2019 |
| <u>CAPITAL PROJECTS:</u> | | | | | |
| Police Department Facility | \$ 5,200,000 | \$ 2,973,000 | \$ 93,928 | 3% | \$ 2,879,072 |
| HCHS Animal Shelter | 10,000 | 10,000 | 8,416 | 84% | 1,584 |
| Public Safety Mobile CAD | 95,000 | 95,000 | 38,855 | 41% | 56,145 |
| | | | | | - |
| Security Upgrade EMS Nar | 30,000 | 30,000 | 24,767 | 83% | 5,233 |
| New Tank on Water Truck | 30,000 | 30,000 | - | 0% | 30,000 |
| Burn Building / Training | 130,000 | 130,000 | - | 0% | 130,000 |
| | | | | | - |
| Street Overlay - JHP | 200,000 | 200,000 | 189,963 | 95% | 10,037 |
| Street Overlay | 200,000 | 200,000 | 71,899 | 36% | 128,101 |
| | | | | | - |
| Community Center Stage | 30,000 | 30,000 | 27,250 | 91% | 2,750 |
| Park Improvements | 200,000 | 200,000 | 85,720 | 43% | 114,280 |
| | | | | | - |
| Tree Replacements | 10,000 | 10,000 | 9,641 | 96% | 359 |
| | | | | | - |
| GHRC Capital Maintenance | 50,000 | 50,000 | 41,689 | 83% | 8,311 |
| | 6,185,000 | 3,958,000 | 592,128 | 15% | 3,365,872 |
| <u>OTHER PROJECTS:</u> | | | | | |
| LOAN DEFEASANCE | 716,000 | 716,000 | - | 0% | 716,000 |
| DEVELOPMENT SERVICES STAFFING | 44,000 | 44,000 | 44,000 | 100% | - |
| | 760,000 | 760,000 | 44,000 | 6% | 716,000 |
| | | | | | - |
| | \$ 6,945,000 | \$ 4,718,000 | \$ 636,128 | 13% | \$ 4,081,872 |

| BALANCE TO BE FUNDED FROM: | | |
|--------------------------------------|---------------------------------|--------------|
| \$1,485,000 OPERATING RESERVES | \$3,223,000 OTHER SOURCES | TOTAL |
| \$ - | \$ 2,879,072 | \$ 2,879,072 |
| 1,584 | - | 1,584 |
| 56,145 | - | 56,145 |
| | | - |
| 5,233 | - | 5,233 |
| 30,000 | - | 30,000 |
| 80,000 | 50,000 | 130,000 |
| | | - |
| - | 10,037 | 10,037 |
| 128,101 | - | 128,101 |
| | | - |
| 2,750 | - | 2,750 |
| 114,280 | - | 114,280 |
| | | - |
| - | 359 | 359 |
| | | - |
| 8,311 | - | 8,311 |
| 426,404 | 2,939,468 | 3,365,872 |
| | | - |
| 716,000 | - | 716,000 |
| - | - | - |
| 716,000 | - | 716,000 |
| | | - |
| \$ 1,142,404 | \$ 2,939,468 | \$ 4,081,872 |

| GOLF COURSE CAPITAL PROJECT FUND | | | | | |
|---|---------------|---------------------|-------------------|-----|--------------------------|
| DESCRIPTION | TOTAL COST | 2018-2019 BUDGET | YTD MAY ACTUAL | % | BALANCE FOR 2018-2019 |
| <u>CAPITAL PROJECTS:</u> | | | | | |
| C/O - Course Improvement - Includes new control panel for irrigation pump house, replacement of irrigation heads and valves, and new sodding around irrigation heads and other areas as needed. | \$ 100,000 | \$ 100,000 | \$ 61,509 | 62% | \$ 38,491 |

| BALANCE TO BE FUNDED FROM: | | |
|------------------------------------|-------------------------|-----------|
| \$100,000 OPERATING RESERVES | \$0 OTHER SOURCES | TOTAL |
| \$ 38,491 | \$ - | \$ 38,491 |

**CITY OF BURNET
CAPITAL PROJECT FUNDING REPORT
YTD MAY 2019**

| ELECTRIC CAPITAL PROJECT FUND | | | | | |
|-------------------------------|---------------|---------------------|-------------------|-----|--------------------------|
| DESCRIPTION | TOTAL COST | 2018-2019 BUDGET | YTD MAY ACTUAL | % | BALANCE FOR 2018-2019 |
| <u>CAPITAL PROJECTS:</u> | | | | | |
| Subdivision Electrical Costs | \$ 150,000 | \$ 150,000 | \$ 119,888 | 80% | \$ 30,112 |

| BALANCE TO BE FUNDED FROM: | | |
|-----------------------------------|------------------------------|-----------|
| \$75,000 OPERATING RESERVES | \$75,000 OTHER SOURCES | TOTAL |
| \$ 30,112 | \$ - | \$ 30,112 |

| W/WW CAPITAL PROJECT FUND | | | | | |
|---------------------------------------|---------------|---------------------|-------------------|------|--------------------------|
| DESCRIPTION | TOTAL COST | 2018-2019 BUDGET | YTD MAY ACTUAL | % | BALANCE FOR 2018-2019 |
| <u>CAPITAL PROJECTS:</u> | | | | | |
| Water System Improvements - Wofford | \$ 50,000 | \$ 50,000 | \$ - | 0% | \$ 50,000 |
| SSES Line Improvements - Proj F | 400,000 | 400,000 | 399,333 | 100% | 667 |
| SSES Line Improvements - Proj E | 670,000 | 670,000 | 322,632 | 0% | 347,368 |
| Manholes - Proj B | 400,000 | 400,000 | 9,396 | 2% | 390,604 |
| Oak Vista/CR 100 water line expansion | 70,000 | 70,000 | 41,323 | | 28,677 |
| LCRA Composting Facility | 75,000 | 75,000 | - | 0% | 75,000 |
| | \$ 1,665,000 | \$ 1,665,000 | \$ 772,685 | 46% | \$ 892,315 |

| BALANCE TO BE FUNDED FROM: | | |
|-------------------------------------|---------------------------------|------------|
| \$ 665,000 OPERATING RESERVES | \$1,000,000 OTHER SOURCES | TOTAL |
| \$ 50,000 | \$ - | \$ 50,000 |
| | 667 | 667 |
| - | 347,368 | 347,368 |
| | 390,604 | 390,604 |
| 11,077 | 17,600 | 28,677 |
| 75,000 | - | 75,000 |
| \$ 136,077 | \$ 756,238 | \$ 892,315 |

| AIRPORT CAPITAL PROJECT FUND | | | | | |
|------------------------------|---------------|---------------------|-------------------|------|--------------------------|
| DESCRIPTION | TOTAL COST | 2018-2019 BUDGET | YTD MAY ACTUAL | % | BALANCE FOR 2018-2019 |
| <u>CAPITAL PROJECTS:</u> | | | | | |
| RAMP GRANT EXPENDITURES | \$ 100,000 | \$ 100,000 | \$ 46,216 | 46% | \$ 53,784 |
| PURCHASE AIRPORT PROPERTY | 400,000 | 400,000 | 140,579 | 35% | 259,421 |
| STATIC DISPLAY PROJECT | 45,000 | 45,000 | 52,509 | 117% | - |
| RUNWAY REPAIRS | 41,500 | 41,500 | 41,470 | 100% | 30 |
| | \$ 586,500 | \$ 586,500 | \$ 280,774 | 48% | \$ 313,235 |

| BALANCE TO BE FUNDED FROM: | | |
|------------------------------|-------------------------------|------------|
| \$0 OPERATING RESERVES | \$500,000 OTHER SOURCES | TOTAL |
| \$ 3,784 | \$ 50,000 | \$ 53,784 |
| - | 259,421 | 259,421 |
| - | - | - |
| - | 30 | 30 |
| \$ 3,784 | \$ 309,451 | \$ 313,235 |

| TOTAL CAPITAL/OTHER PROJECTS | | | | | |
|--|---------------------|-------------------|-----|--------------------------|--|
| | 2018-2019 BUDGET | YTD MAY ACTUAL | % | BALANCE FOR 2018-2019 | |
| TOTAL CAPITAL/OTHER PROJECTS | \$ 7,219,500 | \$ 1,870,984 | 26% | \$ 5,356,025 | |
| TRANSFER TO CAPITAL EQUIPMENT RESERVES | 500,000 | - | 0% | 500,000 | |
| TOTAL CAPITAL/OTHER | \$ 7,719,500 | \$ 1,870,984 | 24% | \$ 5,856,025 | |

| BALANCE TO BE FUNDED FROM: | | |
|----------------------------|------------------|--------------|
| OPERATING RESERVES | OTHER SOURCES | TOTAL |
| \$ 1,350,869 | \$ 4,005,157 | \$ 5,356,026 |
| 500,000 | - | 500,000 |
| \$ 1,850,869 | \$ 4,005,157 | \$ 5,856,026 |

| | |
|---------------------|---------------------|
| FUNDING: | |
| USE OF FUND BALANCE | \$ 2,860,000 |
| OTHER SOURCES | 4,859,500 |
| | <u>\$ 7,719,500</u> |