



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 February, 2020** 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

1.2) ACDI Quarterly Update Report: Tanya Clawson

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 February 11, 2020 Regular City Council Meeting minutes

2.2) Approval of the February 20, 2020 Special City Council Meeting minutes

3. PUBLIC HEARING: None.

4. ACTION ITEMS:

4.1) Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING SECTION 8.14 (TRANSFER OF SICK LEAVE) OF THE CITY OF BURNET PERSONNEL POLICY

AND PROCEDURES MANUAL; PROVIDING SEVERABILITY; PROVIDING AN EFFECTIVE DATE, PROVIDING OPEN MEETINGS CLAUSE(S); AND PROVIDING FOR RELATED MATTERS: K. Sames

4.2) Discuss and consider action: A RESOLUTION OF THE CITY OF BURNET, TEXAS, CANCELLING THE MAY 2, 2020 GENERAL ELECTION FOR THREE CITY COUNCIL MEMBER POSITIONS; DECLARING CANDIDATES ELECTED AT LARGE; MAKING FINDINGS OF FACT; PROVIDING AN OPEN MEETINGS CLAUSE AND FOR OTHER MATTERS: K. Dix

4.3) Discuss and consider action: Approval of the Inks Lake Burnet Pipeline Easement renewal contract: D. Vaughn.

5. REPORTS: None.

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) January 2020 Financial Report

6. REQUESTS FROM COUNCIL FOR FUTURE REPORTS:

7. ADJOURN:

Dated this 21st, day, of February, 2020

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 February 21, 2020, 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 February, 2020, 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, Joyce
 Laudenschlager, Cindia Talamantez
City Manager David Vaughn
City Secretary Kelly Dix

Guests: Mark Ingram, Patricia Langford, Doug Fipps, Adrienne Feild, Paul Nelson, Gene Courtney, Jason Lutz, Jonny Simons, Kelli Sames, Alex Copeland, Steve Perry, Erica Melton

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

INVOCATION: Council Member Mary Jane Shanes

PLEDGE OF ALLEGIANCE: Gene Courtney, Public Works Director

PLEDGE TO TEXAS FLAG: Gene Courtney, Public Works Director

REPORTS/SPECIAL PRESENTATIONS:

YMCA Update Report: Steve Perry and Erica Melton presented the YMCA update report. Mr., Perry described the two budgets that the YMCA maintains which is the Operational Budget and the Campaign Budget. Ms. Melton did an overview of the partnership with the Burnet Consolidated Independent School District which provides for swimming lessons for all second graders in the district and an after school program at all of the campuses. The YMCA is currently working on preparing for Summer camp, Gymnastics and basketball. The proposed Teen Center is estimated to be operational at the end of the summer.

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 January 28, 2020 Regular City Council Meeting minutes

Council Member Joyce Laudenschlager moved to approve the consent agenda as presented. Council Member Mary Jane Shanes seconded, the motion carried unanimously.

PUBLIC HEARINGS: None.

ACTION ITEMS:

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE ESTABLISHING CURFEWS FOR MINORS; PROVIDING DEFINITIONS; PROVIDING DEFENSES AND EXCEPTIONS; PROVIDING PENALTIES; AND PROVIDING OPEN MEETINGS, SEVERABILITY AND RELATED CLAUSES: P. Nelson: Council Member Danny Lester moved to approve and adopt Ordinance 2020-03 as presented. Council Member Joyce Laudenschlager seconded, the motion carried unanimously.

Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, ACCEPTING PUBLIC STREET, WATER, WASTEWATER, AND ELECTRICAL IMPROVEMENTS CONSTRUCTED WITHIN PHASES ONE AND TWO OF THE PEPPER MILL SUBDIVISION; AND FINDING THAT THE MEETING AT WHICH THIS RESOLUTION WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW: M.

Lewis: Passed. No action taken.

Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING SECTION 8.14 (TRANSFER OF SICK LEAVE) OF THE CITY OF BURNET PERSONNEL POLICY AND PROCEDURES MANUAL: PROVIDING SEVERABILITY; PROVIDING AN EFFECTIVE DATE, PROVIDING OPEN MEETINGS CLAUSE(S); AND PROVIDING FOR RELATED MATTERS: K. Sames: Council Member Cindia Talamantez moved to approve the first reading of Ordinance number 2020-04 as presented. Council Member Joyce Laudenschlager seconded, the motion carried unanimously.

Discuss and consider action: Purchase of twelve sets of bunker gear and gear dryer: M. Ingram: Council Member Mary Jane Shanes moved to approve the purchase of twelve sets of bunker gear and the gear dryer to meet compliance with the requirements of the National Fire Protection Agency 1851. Council Member Joyce Laudenschlager seconded, the motion carried unanimously.

Discuss and consider action: Authorize the use of Municipal Court Technology Funds for the purchase of a new computer: P. Langford: Council Member Cindia Talamantez moved to approve and authorize the purchase of a new computer for the Municipal Judge from the Court Technology fund as presented. Council Member Paul Farmer seconded, the motion carried unanimously.

Discuss and consider action: Burnet Historic Preservation Board appointment: K. Dix: Council Member Mary Jane Shanes moved to appoint Development Services Director, Jason Lutz to the Burnet Historic Board. Council Member Joyce Laudenschlager seconded, the motion carried unanimously.

Discuss and consider action: Appoint members to the Burnet Zoning Board of Adjustments: K. Dix: Council Member Paul Farmer moved to approve re-appointment of Tommy Gaut and Paul Shell to the Burnet Zoning Board of Adjustments. Council Member Cindia Talamantez seconded, the motion carried unanimously.

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:

Mayor Bromley recognized and congratulated Police Chief Paul Nelson for being named the recipient of the Burnet Chamber of Commerce, 2019 Thomas C. Ferguson-Citizen of the Year award.

REQUESTS FROM COUNCIL FOR FUTURE REPORTS: None.

ADJOURN: There being no further business a motion to adjourn was made by Council Member Cindia Talamantez at 6:38 p.m., seconded by Council Member Joyce Laudenschlager. The motion carried unanimously.

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

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

On this the 20th day of February, 2020, the City Council of the City of Burnet convened in Special Session, at 3:00 p.m., at the regular meeting place thereof with the following members present, to-wit:

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

Guests: Mark Ingram, Doug Fipps, Jason Lutz, Patricia Langford, Adrienne Feild and Kelli Sames.

CALL TO ORDER: The meeting was called to order by Mayor Bromley, at 3:02 p.m.

1. 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 551.074 regarding deliberation on the appointment, employment, and duties of an acting City Manager: D. Vaughn: No action taken.

RECONVENE TO REGULAR SESSION FOR POSSIBLE ACTION: No action taken.

Discuss and consider action: To confirm the City Manager's appointment of an Acting City Manager who may serve in times of absence or disability of the City Manager: D. Vaughn: Council Member Danny Lester move to approve the Appointment of Assistant City Manager Habib Erkan Jr. as Acting City Manager. Council Member Joyce Laudenschlager seconded, the motion carried unanimously.

ADJOURN: There being no further business a motion to adjourn was made by Council Member Mary Jane Shanes at 3:05 p.m., seconded by Council Member Joyce Laudenschlager. The motion carried unanimously.

ATTEST:

Crista Goble Bromley, Mayor

Kelly Dix, City Secretary



Human Resources Department

ITEM 4.1

Kelli Sames
Director of Human Resources
(512)-715-3213
ksames@cityofburnet.com

Agenda Item Brief

Meeting Date: February 25, 2020

Agenda Item: Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING SECTION 8.14 (TRANSFER OF SICK LEAVE) OF THE CITY OF BURNET PERSONNEL POLICY AND PROCEDURES MANUAL; PROVIDING SEVERABILITY; PROVIDING AN EFFECTIVE DATE, PROVIDING OPEN MEETINGS CLAUSE(S); AND PROVIDING FOR RELATED MATTERS: K. Sames

Background: The City of Burnet currently has in effect an Employee Personnel Policy Manual that was adopted by City Council on December 8, 2009 with an effective date of December 8, 2009. Since the original adoption, recommended revisions to the Personnel Policy have occurred from time to time.

Information: Included in the Personnel Policy Manual is No. 8.14, Transfer of Sick Leave. The purpose of this personnel policy is to establish a method of transferring accrued sick leave from one employee to another employee who has suffered a catastrophic injury or illness and forces the employee to exhaust all leave time earned and to lose compensation. The current policy provides for a transfer of sick leave for an employee's catastrophic injury or illness. The proposed policy has been expanded to allow a transfer of sick leave for a catastrophic injury or illness for an employee's eligible dependent. An eligible dependent is defined as legal spouse, employee's parents, natural child*, adopted child*, or child* for whom the employee is the legal guardian (*child up to age 25 or no age restriction if disabled). The proposed policy also provides clarification by defining the eligibility, guidelines, restrictions, confidentiality, and appeal process regarding the transfer of sick leave.

The existing policy states - *In order to assist employees in times of dire need, the City of Burnet has implemented a Sick Leave Transfer Policy. Participation in the Sick Leave*

Transfer policy shall, at all times, be voluntary on the part of any employee. Employees must show proof of need. Sick leave can be transferred for catastrophic illness of the employee, only as defined below. Catastrophic shall be defined as: A medical diagnosis or surgery that is debilitating, a severely complicated disability and/or is a severe accident, any of which requires a period of recuperation longer than thirty (30) consecutive days. Treatment of a catastrophic illness or injury must be under the supervision of a licensed physician of record. A licensed physician of record must certify the level of disability and must submit a recommended period of convalescence and/or rehabilitation. Examples of catastrophic illness are; Heart Disease, Cancer, Complications of Diabetes, AIDS, Stroke, other medical conditions which may reduce normal life expectancy. An employee shall not be eligible for transferred sick leave until all of his or her own accrued vacation time, personal days, Flex or Comp time, sick leave or other forms of available leave, have been exhausted. Injuries and illnesses that are compensable under the Workers' Compensation Act or Workers' Occupational Diseases Act shall not be eligible for sick leave transfer. Any abuse of the use of the sick leave transfer shall be investigated by the City and upon a finding of wrongdoing on the part of a participating employee, that employee shall repay all sick leave days transferred and may be subject to other disciplinary action. An employee required to repay the sick leave will have all accruing vacation and sick leave transferred to the donor until the donor has been repaid for the amount owed. Provisions for appeal of adverse decisions affecting a participating employee's abuse of the sick leave transfer shall be made in the normal appeal process. Upon termination, retirement, or death, neither the recipient of the transferred leave nor the recipient's estate shall be entitled to payment for unused sick leave acquired from a sick leave transfer. Sick leave hours must be transferred bi-weekly and may not exceed the number of hours necessary to fulfill the employees standard work period. An employee may receive no more than a total of three months of transferred leave from all combined sources at the receiving employee's regular accrual rate. Unused sick leave transfers cannot be returned to the donor except as provided for in this section.

The proposed Transfer of Sick Leave policy is attached with Ordinance No. 2020-04.

There have been no changes to Ordinance 2020-04 since the reading of the Ordinance on February 11, 2020.

Fiscal Impact:

Salary and benefits for employees eligible for a transfer of sick leave will be administered in accordance with policy guidelines.

Recommendation:

City staff recommends approval and adoption of Ordinance No. 2020-04, updating Personnel Policy No. 8.14 Transfer of Sick Leave as presented.

ORDINANCE NO. 2020-04

ORDINANCE NO. 2020-04 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING SECTION 8.14 (TRANSFER OF SICK LEAVE) OF THE CITY OF BURNET PERSONNEL POLICY AND PROCEDURES MANUAL; PROVIDING SEVERABILITY; PROVIDING AN EFFECTIVE DATE, PROVIDING OPEN MEETINGS CLAUSE(S); AND PROVIDING FOR RELATED MATTERS.

Whereas, the City of Burnet has previously adopted Ordinance No. 2009-31 the Personnel Policy Manual December 8, 2009; and

Whereas, the City of Burnet, due to changes in policies, and state or federal law from time to time, needs to make certain amendments to said policies; and

Whereas, amendments to said policies are necessary for the betterment of the City's employees and to ensure proper efficiency in City operations.

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

Section 1. Findings of Fact. The findings and recitations set out herein above are 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. Repeal of Conflicting Ordinances. All Ordinances or parts thereof in conflict herewith are amended to the extent of such conflict only.

Section 3. Adoption of Amended Personnel Policy. Section 8.14 of the City's Personnel Policy is hereby amended, repealed and replaced in its entirety with Exhibit "A" attached herewith.

Section 4. Severability. If any provision of this ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications hereof which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

Section 5. Open Meetings. That 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 Meetings Act, Chapt. 551, Loc. Gov't. Code.

Section 6. Effective Date. This ordinance shall take effect immediately upon its adoption by the City Council and publication as required by the Local Government Code.

PASSED AND APPROVED the first reading on this 11th day of February 2020.

FINALLY PASSED AND APPROVED on this 25th day of February 2020.

CITY OF BURNET, TEXAS

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

TRANSFER OF SICK LEAVE

The purpose of the City of Burnet's Transfer of Sick Leave policy is to establish a method of transferring accrued sick leave from one employee to another employee who has suffered a catastrophic injury or illness and forces the employee or eligible dependent to exhaust all leave time earned and to lose compensation. This is accomplished through voluntary contributions of accrued sick leave from active employees.

Definitions

Catastrophic shall be defined as a severe injury or illness requiring prolonged (long-term) hospitalization or recovery; a medical diagnosis or surgery that is debilitating, or a severely complicated disability, or other serious medical condition as defined under FMLA guidelines. (Examples of catastrophic illness are Heart Disease, Cancer, complications of Diabetes, AIDS, Stroke).

Eligibility

- Any benefit-eligible City of Burnet employee who has worked for the City for at least 3 months.
- Transfer of sick leave may be used for the employee's own catastrophic injury or illness or for the catastrophic injury or illness of an eligible dependent. An eligible dependent is defined as legal spouse, employee's parents, natural child*, adopted child*, or child for whom the employee is the legal guardian* (*child up to age 25 or no age restriction if disabled).
- Eligibility is discontinued upon termination of employment, retirement or death of the employee. No continuation or payment of benefits will be made to survivors.

Guidelines to Transfer Sick Leave

- Participation in the Sick Leave Transfer policy shall, at all times, be voluntary on the part of any employee.
- Employees must show proof of need.
- Employee must have a minimum of 240 hours of sick leave remaining in their balance following contribution.
- Employee may contribute not less than 8 hours nor more than 80 hours at one time.

Guidelines for Employee Receiving Transfer of Sick Leave

- An employee shall not be eligible for transferred sick leave until all of his or her own accrued vacation time, personal days, flex or comp time, sick leave or other forms of available leave have been exhausted.

- All requests for a transfer of sick leave shall be accompanied by a physician's statement which shall include the beginning date of the illness or injury, a description of the illness or injury, and the prognosis for recovery.
- All medical reports shall be kept confidential in the employee's medical file in the Human Resources Department.
- A recipient must not be receiving, or be eligible to receive, compensation for absence from work under the Workers' Compensation benefit plan.
- Upon termination, retirement, or death, neither the recipient of the transferred leave nor the recipient's estate shall be entitled to payment for unused sick leave acquired from a sick leave transfer.
- Sick leave hours must be transferred bi-weekly and may not exceed the number of hours necessary to fulfill the employees standard work period.
- Donated leave will be paid to the recipient on the regular payroll schedule and normal payroll deductions will be withheld.
- It is the employee's responsibility requesting a transfer of sick leave to request voluntary contributions.

Restrictions

- Any abuse of the use of the sick leave transfer shall be investigated by the City and upon a finding of wrongdoing on the part of a participating employee, that employee shall repay all sick leave days transferred and may be subject to disciplinary action. An employee required to repay the sick leave will have all accruing vacation and sick leave transferred to the donor until the donor has been repaid for the amount owed.
- Once leave has been donated to the eligible employee, neither the donor nor the eligible employee may revoke the transaction.
- Upon returning to full duty, the employee may not receive additional sick leave donations.
- Employees are prohibited from receiving monetary or any other compensation or benefits in exchange for donating leave hours.

Confidentially

- Any and all medical information forwarded to the Human Resources Department will remain confidential and will not be shared with other employees in the department or elsewhere in the organization beyond that necessary for accounting and/or reporting purposes.

Appeal Process

- Provisions for appeal of adverse decisions affecting a participating employee's abuse of the sick leave transfer shall be made in the normal appeal process. (Personnel Policy 15.03)



Administration

ITEM 4.1

Kelly Dix
City Secretary
(512)-756-6093 ext. 209
kdix@cityofburnet.com

Agenda Item Brief

Meeting Date: February 25, 2020

Agenda Item: Discuss and consider action: A RESOLUTION OF THE CITY OF BURNET, TEXAS, CANCELLING THE MAY 2, 2020 GENERAL ELECTION FOR THREE CITY COUNCIL MEMBER POSITIONS; DECLARING CANDIDATES ELECTED AT LARGE; MAKING FINDINGS OF FACT; PROVIDING AN OPEN MEETINGS CLAUSE AND FOR OTHER MATTERS: K. Dix

Background: A General Election scheduled for May 2, 2020, to fill one three Council Member positions, was called by the approval of Resolution No. R2020-03 by the City Council of the City of Burnet on January 28, 2020.

Information: The governing body is elected at-large and there are no contests for the three City Council Member positions for the May 2, 2020 General City Election, deeming an election unnecessary.

As of the deadline for candidate filing on January 14, 2020 at 5: p.m. the following applications had been filed:

- Danny Lester filed for the office of City Council Member
- Mary Jane Shanes filed for the office of City Council Member
- Zachary DeLeon filed for the office of City Council Member
- Philip Thurman filed for the office of City Council Member

Candidate Zachary DeLeon filed a Certificate of Withdrawal with the City Secretaries Office on February 19, 2020 at 2:52 p.m. prior to the February 21st, 5:00 p.m. deadline established by the Secretary of State Election Calendar.

No write-in candidate applications were filed as of the February 18, 2020, 5:00 p.m. deadline. The filed candidates

listed above have been certified as eligible for office by the City Secretary and are un-contested.

Fiscal Impact:

Savings of election expense approximately \$2,000.00

Recommendation:

Staff recommends approval of Resolution No. R2020-04 cancelling the May 2, 2020, General Election to elect one three Council Members and declaring Danny Lester, Mary Jane Shanes and Philip Thurman elected as Council Members to the City Council of the City of Burnet, Texas.

RESOLUTION NO. R2020-04

A RESOLUTION OF THE CITY OF BURNET, TEXAS, CANCELLING THE MAY 2, 2020 GENERAL ELECTION FOR THREE CITY COUNCIL MEMBER POSITIONS; DECLARING CANDIDATES ELECTED AT LARGE; MAKING FINDINGS OF FACT; PROVIDING AN OPEN MEETINGS CLAUSE AND FOR OTHER MATTERS.

Whereas, SubChapt. C, Chapt. 2, Tex. Elec. Code, authorize candidates who are unopposed for election to the governing body, to be declared elected;

Whereas, Section 2.052, Tex. Elec. Code, requires the City Secretary to certify in writing that a candidate is unopposed if only one candidate name is to be placed on the ballot for an office pursuant to Section 52.003, Tex. Elec. Code, and no candidate's name is to be placed on the ballot as a write-in for such office;

Whereas, Section 2.054, Tex. Elec. Code, authorizes the governing body of cities to declare unopposed candidates to be elected, upon receipt of the Section 2.052 certification; and

Whereas, the City Secretary has certified that Danny Lester, Mary Jane Shanes, Zachary DeLeon and Philip Thurman applied to be on the ballot for the office of City Council Member. Zachary DeLeon filed the AW3-16 Certificate of Withdrawal with the City Secretary's Office removing his name from the candidate filings. Thus, Danny Lester, Mary Jane Shanes and Philip Thurman, all meet the required qualifications and are unopposed for the three Council Member positions; and

Whereas, the governing body is elected at-large and there are no contests for the three City Council Member positions for the May 2, 2020 General City Election, deeming an election unnecessary and cancellation thereof will serve the public convenience and save public funds;

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

Section 1. Findings of Fact. All of the above premises and recitations are found to be true and correct and are incorporated into the body of this Resolution as findings of fact, as if copied herein in their entirety.

Section 2. Candidates Elected Danny Lester is hereby declared to be elected to the city council as City Council Member, the office for which he filed. Mary Jane Shanes is hereby declared to be elected to the city council as City Council Member, the office for which she filed. Philip Thurman is hereby declared to be elected to the city council as City Council Member, the office for which he filed.

Section 3. General Election. There being no contest for the three positions of council member and the declaration in Section 2 above having been made, pursuant to the authority of Section 2.053(b), Tex. Elec. Code, the May 2, 2020 General Election of the City of Burnet is hereby cancelled.

Section 4. Directions to City Secretary. The City Secretary is hereby directed to post a copy of this resolution on the bulletin board at the city hall and, on Election Day, a copy of this Resolution shall be posted on the door of the polling place. Such posting at the polling place shall be made in a manner to be readable to persons outside the polling place. The City Secretary shall further issue to each person declared elected, as named in Section 2, a certificate of election as provided in Section 2.053(c), Tex. Elec. Code.

Section 5. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, as required by the Open Meetings Act, Chapter 551, Texas Government Code.

PASSED, APPROVED AND ADOPTED this the 25th day of February 2020.

THE CITY OF BURNET, TEXAS

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary



**CERTIFICATION OF UNOPPOSED CANDIDATES FOR OTHER POLITICAL SUBDIVISIONS
(NOT COUNTY)
CERTIFICACIÓN DE CANDIDATOS ÚNICOS PARA OTRAS SUBDIVISIONES POLITICAS
(NO EL CONDADO)**

To: Presiding Officer of Governing Body
Al: Presidente de la entidad gobernante

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 2, 2020

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el de 2 de mayo, 2020.

List offices and names of candidates:
Lista de cargos y nombres de los candidatos:

Office(s)
Cargo(s)

Candidate(s)
Candidato(s)

Council Member
Council Member
Council Member

Danny Lester
Mary Jane Shanes
Philip Thurman

Signature (*Firma*)

Printed name (*Nombre en letra de molde*)

Title (*Puesto*)

Date of signing (*Fecha de firma*)



Administration

ITEM 4.3

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

Agenda Item Brief

Meeting Date:	February 25, 2020
Agenda Item:	Discuss and consider action: Approval of the Inks Lake Burnet Pipeline Easement renewal contract: D. Vaughn.
Background:	In 2009 the Texas General Land Office granted the City of Burnet an easement for the City's raw water intake and transmission line located at Inks Lake that runs across the Inks Lake State Park
Information:	Contract renewal for this easement is for a ten year period beginning September 2019 and terminating August 31, 2029. This term shall continue and extend for two additional ten year terms, unless either party provides notification of contract termination at least 90 days prior to expiration of any term of the contract.
Fiscal Impact:	The City is required to pay \$2682.50 annually for the term of the contract. This is a budgeted item.
Recommendation:	Approve renewal of the Utility Easement No. 0220AP0151 Contract with Texas Parks and Wildlife Department and authorize the City Manager to execute the agreement as presented.



OFFICE MEMORANDUM

TO: Ann Bright

FROM: Chris Abernathy

SUBJECT: Inks Lake State Park
Utility Easement Renewal

DATE: 2/12/2020

COORDINATION-ROUTING			
ORG.	NAME	INITIAL	DATE
INF	Chris Abernathy	CRA	2-12-20
INF	Ted Hollingsworth	TH	2-12-20
INF	Andrea Lofye	AL	2/15
LGL	Colette Barron Bradsby	CB	2-12-20
SP	Rodney Franklin	RF	2-18-20
EO	Ann Bright	AB	2-20-20
REMARKS:			
RETURN TO: Chris Abernathy			

Ann,

Please find attached, one (1) copy of "UTILITY EASEMENT NUMBER 0220AP0151". This is a renewal of an existing 10 year easement with the City of Burnet for their raw water intake and transmission line which are, respectively, located in Inks Lake and cross Park property.

Since this is a long term relationship, we've allowed for two additional renewals.

Please sign and have notarized the attached copy. Let me know if you have any questions or comments. Thank you!

Thank you,
Chris
4429

**UTILITY EASEMENT
ON
TEXAS PARKS AND WILDLIFE DEPARTMENT LAND**

Utility Easement No. 0220AP0151

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BURNET §

This renewal of easement (Agreement) is granted by the authority granted in Section 13.009, TEXAS PARKS AND WILDLIFE CODE, and all other applicable statutes and rules, as the same may be amended from time to time and is subject to all applicable regulations promulgated from time to time.

ARTICLE I. PREMISES

1.01. In consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the TEXAS PARKS AND WILDLIFE DEPARTMENT, whose address is 4200 Smith School Road, Austin, Texas, 78744 (Grantor or Department), acting by and through Ann Bright, Interim Chief Operating Officer, hereby renews a non-exclusive easement to the CITY OF BURNET, whose address is: P.O. Box 1369, Burnet, Texas, 78611, telephone number: (512) 756-6093 (Grantee).

1.02 On September 1, 2009, the TEXAS GENERAL LAND OFFICE granted this Easement (ME850146) for the purposes of construction, installation, maintenance, and repair of a raw water intake structure, water pipeline, related electric and communication lines, and other related appurtenances (the "Improvements"), for the purpose of transporting raw water, on, upon, over, under, across and through the following public land as depicted and located in the Inks Lake State Park located in Burnet County, Texas, and described in Section 1.03 below.

1.03. The Easement is located on Texas Parks and Wildlife Department land known as Inks Lake State Park in Burnet County, Texas. The Easement area (Premises) is 107.13 rods long and 40 feet wide, encompassing 20 feet on either side of the pipeline and described the Centerline Description attached as Exhibit A and incorporated herein.

BEING A 1.50 ACRE TRACT OF LAND IN THE ABRAHAM LARGE SURVEY NO. 32, ABSTRACT NO. 532, BURNET COUNTY, TEXAS, FURTHER BEING A PORTION OF THE CALLED 378 ACRE TRACT DESCRIBED IN DOCUMENT TO THE STATE OF TEXAS, RECORDED IN VOLUME 89, PAGE 316, DEED RECORDS OF BURNET COUNTY, TEXAS, SAID 1.50 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3" steel fence post found along the north line of said 378 acre tract, and at the southeast corner of a Water Treatment Plant Easement tract, described in document to The City of Burnet, recorded in Volume 366, Page 103, Real Property Records of Burnet County, Texas, for the northeast corner hereof;

THENCE over and across said 378 acre tract, the following courses and distances;

- 1) South 04°15'07" East, a distance of 482.70' to a 1/2" iron pin with "EASEMENT" cap set;
 - 2) South 75°00'25" West, a distance of 324.84' to a 1/2" iron pin with "EASEMENT" cap set;
 - 3) South 83°44'54" West, a distance of 126.32' to a 1/2" iron pin with "EASEMENT" cap set;
 - 4) South 82°13'51" West, a distance of 259.30' to a 1/2" iron pin with "EASEMENT" cap set;
 - 5) South 83°53'56" West, a distance of 200.37' to a 1/2" iron pin with "EASEMENT" cap set;
 - 6) South 17°49'50" West, a distance of 231.97' to a 1/2" iron pin with "EASEMENT" cap set;
 - 7) South 87°51'36" West, a distance of 106.44' to a 1/2" iron pin with "EASEMENT" cap set;
 - 8) South 72°44'13" West, a distance of 67.58' to a 1/2" iron pin with "EASEMENT" cap set;
 - 9) North 52°17'30" West, a distance of 10.25' to a 1/2" iron pin with "EASEMENT" cap set;
 - 10) North 22°53'03" West, a distance of 18.65' to a calculated point;
 - 11) South 79°41'47" West, a distance of 1.16' to a calculated point;
 - 12) North 10°18'13" West, a distance of 14.40' to a calculated point;
 - 13) North 78°52'47" East, a distance of 3.47' to a calculated point;
 - 14) North 10°14'19" West, a distance of 3.94' to a calculated point;
 - 15) South 78°37'13" West, a distance of 3.55' to a calculated point;
 - 16) North 10°18'13" West, a distance of 14.71' to a calculated point;
 - 17) North 87°53'34" East, a distance of 82.56' to a 1/2" iron pin with "EASEMENT" cap set;
 - 18) South 81°59'46" East, a distance of 97.63' to a 1/2" iron pin with "EASEMENT" cap set;
 - 19) North 17°49'50" East, a distance of 229.19' to a 1/2" iron pin with "EASEMENT" cap set;
 - 20) North 83°53'56" East, a distance of 213.10' to a 1/2" iron pin with "EASEMENT" cap set;
 - 21) North 82°19'22" East, a distance of 135.49' to a 1/2" iron pin with "EASEMENT" cap set;
 - 22) North 79°23'09" East, a distance of 81.53' to a 1/2" iron pin with "EASEMENT" cap set;
 - 23) North 03°47'58" West, a distance of 46.53' to a 1/2" iron pin with "EASEMENT" cap set;
 - 24) North 88°48'51" East, a distance of 218.70' to a 1/2" iron pin with "EASEMENT" cap set;
 - 25) North 76°32'42" East, a distance of 209.69' to a 1/2" iron pin with "EASEMENT" cap set;
 - 26) North 00°33'48" West, a distance of 461.91' to a 1/2" iron pin with "EASEMENT" cap set
- along the south line of said Water Treatment Plant Easement tract, and along the north line of said 378 acre tract, for the northwest corner hereof;

THENCE South 89°19'54" West, a distance of 33.53', along the north line of said 378 acre tract, and hereof, to the **POINT OF BEGINNING**, containing 1.50 acres, more or less.

ARTICLE II. TERM

This Agreement is for ten (10) years beginning on September 1, 2019 and terminating on August 31, 2029, and such term shall continue to extend for two additional ten year terms unless, at least ninety days before the expiration of any term either party notifies the other in writing of its intent to terminate the Agreement. Grantee understands that all future renewals of this Agreement are subject to the terms and conditions adopted by the Grantor and in effect at the time of the renewal, including Grantor's fee schedule. Grantor acknowledges the purpose of the Easement is to provide the citizens of Burnet, Texas with potable water and agrees not to terminate this Agreement if such termination would jeopardize the provision of such potable water.

ARTICLE III. CONSIDERATION

3.01. As consideration for the granting of this Easement, Grantee shall pay a fee to Grantor in the amount of twenty-five dollars per rod per year (\$25 x 107.3 rods) for each year of the ten year term, totaling a sum of twenty-six thousand eight hundred twenty-five and no/100 dollars (\$26,825.00) for the full ten year term for impacts and potential impacts to fish and wildlife resources and park operations for the term of this Agreement.

An initial payment in the amount of two thousand six hundred eighty-two and 50/100 dollars (\$2,682.50) shall be made to Grantor upon execution of this Agreement. Thereafter, payments of two thousand six hundred eighty-two and 50/100 dollars (\$2,682.50) shall be made annually to Grantor after September 1 and not later than November 1 of each year of the initial ten year term of this Agreement.

Payment shall reference the easement number and be made payable to:

Texas Parks and Wildlife Department
Attn: Cashiers
4200 Smith School Road
Austin, TX 78744

3.02. Grantee shall pay and discharge all taxes, general and special assessments, and other charges which may be levied on or against the Premises or any Improvements resulting from Grantee's use of the Premises. Grantee shall pay such taxes, charges and assessments not less than fifteen (15) days prior to the date of delinquency thereof directly to the authority or official charged with the collection thereof. Grantee agrees to and shall protect and hold Grantor harmless from liability for any and all such taxes, charges, and assessments, together with any penalties and interest thereon, and from any sale or other proceedings to enforce payment thereof. Grantee shall have the right, in good faith, at its sole cost and expense, to contest any such taxes, charges, or assessments.

3.03. All sums provided to be paid by Grantee hereunder shall be due and payable without demand or notice by Grantor. Past due payments to Grantor shall bear interest at the rate of 10% per annum from the date due until paid. Failure of Grantee to make payment when due shall entitle Grantor to exercise the rights provided in Article VII.

ARTICLE IV. USE

4.01. Subject to the terms and conditions of this Agreement, Grantee and Grantee's officers, representatives, employees, agents, contractors, and subcontractors shall have the right to use the Premises, together with the right of ingress and egress, solely to construct, install, maintain, and repair the Improvements. Grantee shall not use the Premises for any other purpose without first obtaining the written consent of Grantor, which consent will not be unreasonably delayed, conditioned, or withheld by Grantor. Grantee shall not upgrade, add utilities or infrastructure, or replace any of the Improvements without the prior written consent of Grantor. Grantee acknowledges that any future upgrades or additions may require the issuance of a Surface Use Agreement or amendment to this Agreement granted at the sole discretion of Grantor.

4.02. Grantor, its officers, representatives, employees and agents shall have the right to enter upon the Premises at all reasonable times for the purpose of inspection and for any other reasonable purpose consistent with this Agreement.

4.03. Grantee shall not use, or permit the use of, the Premises for any illegal purpose. Grantee shall comply, and cause its officers, employees, representatives, agents, contractors, subcontractors and invitees to comply, with the provisions of this Agreement and all applicable laws, ordinances, rules and regulations of authorities with jurisdiction over Grantee's activities or use of the Premises.

4.04. Grantee shall not assign or sublease the Premises, or the rights granted herein, in whole or in part, to any third party for any purpose without the prior written consent of Grantor. Notwithstanding the foregoing, Grantee may assign this easement, without Grantor's consent, to (i) any parent company or entity of Grantee or any affiliated entity that controls, is controlled or under common control with Grantee, or (ii) an entity to whom Grantee has assigned all or substantially all of its assets, or (iii) any bank, financing institution or other lender, or groups thereof, pursuant to the terms of any financing agreements. Upon any such permitted assignment, Grantee shall promptly give Grantor notice of such assignment and the contact information for the transferee.

ARTICLE V. OPERATION

Grantee shall be fully liable and responsible for any damage to the Premises, the Improvements, or any other property of any nature, arising or resulting from its use of the Premises, its own acts or omissions, or those of its officers, representatives, employees, agents, contractors, subcontractors and invitees, related to the exercise of the rights granted herein. Grantee agrees to repair or replace, as required, such damage to the Premises or Improvements to the satisfaction of Grantor, or, at Grantor's option, to compensate Grantor for a reasonable amount for such damage. Grantee shall not use herbicides or other biocides on the Premises. In the event of an incident that results in pollution of the Premises and/or the adjacent property of Grantor or others, Grantee shall use all reasonable measures available to recapture any pollutants which have escaped or may escape. THE PROVISIONS OF THIS SECTION SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

ARTICLE VI. INDEMNITY

6.01 GRANTEE SHALL BE FULLY LIABLE AND RESPONSIBLE FOR ANY DAMAGE, OF ANY NATURE, ARISING OR RESULTING FROM OR ATTRIBUTABLE TO GRANTEE'S USE GRANTED HEREIN OR THE ACTS OR OMISSIONS OF GRANTEE, ITS AGENTS OR CONTRACTORS RELATED TO GRANTEE'S EXERCISE OF THE RIGHTS GRANTED HEREIN. GRANTEE AGREES TO AND SHALL TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION AND STATE LAW AND WITH THE MUTUAL UNDERSTANDING THAT GRANTEE IS A HOME RULE MUNICIPALITY CHARTERED UNDER THE TEXAS CONSTITUTION AND A POLITICAL SUBDIVISION OF THE STATE OF TEXAS AND THAT AN INDEMNITY OBLIGATION CANNOT BE PAID FROM REVENUES CURRENT AT THE TIME OF EXECUTION OF THIS AGREEMENT AND THAT NO ORDER, RESOLUTION, TAX NOR INTEREST AND SINKING FUNDS HAS BEEN SET, ADOPTED OR ESTABLISHED FOR PAYMENT OF THIS INDEMNITY OBLIGATION, AND WITHOUT EXPANDING GRANTEE'S LIABILITY BEYOND THE STATUTORY LIMITS OF THE TEXAS TORT CLAIMS ACT OR UNDER EXISTING LAW, AND FURTHERMORE, WITHOUT WAIVING GRANTEE'S IMMUNITY BEYOND THE SCOPE OF THAT ALLOWED BY THE TEXAS TORT CLAIMS ACT OR EXISTING LAW, GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD THE GRANTOR, THE GRANTOR'S OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM AND AGAINST CLAIMS, SUIT, COSTS, LIABILITY OR DAMAGES OF ANY KIND, INCLUDING STRICT LIABILITY CLAIMS, COSTS OF COURT, ATTORNEY'S FEES AND COSTS OF INVESTIGATION OR EXPERTS, WITHOUT LIMIT AND WITHOUT REGARD TO CAUSE OF THE DAMAGE OR THE NEGLIGENCE OF ANY PARTY (EXCEPT TO THE EXTENT OF THE PROPORTIONATE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE GRANTOR, THE GRANTOR'S OFFICERS, AGENTS, EMPLOYEES, OR CONTRACTORS) ARISING DIRECTLY OR INDIRECTLY FROM OR ATTRIBUTABLE TO GRANTEE'S USE OF THE PREMISES (INCLUDING ANY ADJACENT OR CONTIGUOUS LAND) OR FROM ANY BREACH BY GRANTEE OF THE TERMS, COVENANTS OR CONDITIONS CONTAINED HEREIN. THE PROVISIONS OF THIS SECTION SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

ARTICLE VII. DEFAULT AND TERMINATION

7.01. In the event Grantee fails to make any payment due hereunder or is in breach of any term or condition hereof, Grantor shall have the right, at its option and its sole discretion, to terminate this Agreement and all rights inuring to Grantee herein by sending written notice of such termination to Grantee as provided in Article X below. This Agreement shall terminate upon the expiration of thirty (30) days following such notice and all rights granted herein to Grantee shall revert to Grantor; provided, however, that should Grantee pay or tender any such delinquent payment or cure any default within the time period above, this Agreement shall not terminate and shall continue in full force and effect. Any such termination shall not prejudice the rights of Grantor to collect any payments due or to seek recovery on any claim arising hereunder.

7.02. In addition to the foregoing, each of the following acts by Grantee shall constitute an event of default hereunder:

- a. Abandonment or vacating of the Improvements or Premises or any significant part thereof.
- b. Bankruptcy, insolvency or other such act resulting in appointment of a receiver, liquidator, custodian, or other fiduciary charged with liquidating or winding-up of Grantee's affairs.
- c. Refusal to timely perform or fulfill any covenant, duty, or obligation hereunder within thirty (30) days following written notice or demand from Grantor to do so. Such notice or demand shall be given by certified mail as provided in Section 10.02 below.

7.03. Except as otherwise provided in subsection 7.04, Grantee shall, within one hundred twenty (120) days from the date of expiration or sooner termination of this Agreement, remove all personal property and the Improvements, and shall restore the Premises (and any other property affected by such removal activities) to the same condition that existed before Grantee entered thereon. Such removal and restoration activities shall be conducted in accordance with Texas Parks and Wildlife Department guidelines in effect at the time of removal/restoration which may include, without limitation, specific removal techniques required for protection of natural resources, and mitigation or payment in lieu of mitigation for any and all damages resulting from removal activities. Grantee shall notify the Department at least ten (10) days before commencing removal/restoration activities so that a field inspector may be present.

7.04. The Department may waive the removal/restoration requirements in subsection 7.03 if, in the Department's sole opinion and discretion, such waiver is in the best interest of the State. No such waiver is effective unless such waiver is in writing and may be conditioned upon factors including, without limitation, the nature and sensitivity of the natural resources in the area, potential damage to or destruction of property, beneficial uses of the existing improvement(s), and other factors considered to be in the best interest of the Department.

ARTICLE VIII. HOLDOVER

8.01. If Grantee holds over and continues in possession of the Premises after expiration or earlier termination of this Agreement, Grantee will be deemed to be occupying the Premises on the basis of a month-to-month tenancy subject to all of the terms and conditions of this Agreement, except that as liquidated damages by reason of such holding over, Grantee shall be required to pay Grantor holdover consideration in the amount of Three Hundred Fifty and No/100 Dollars (\$350.00) per month during such holdover period. Grantee acknowledges that in the event it holds over, Grantor's actual damages will be difficult, if not impossible, to ascertain, and the liquidated damages herein agreed to be paid are reasonable in amount and are payable in lieu of actual damages and are not a penalty. Grantee further acknowledges that acceptance of holdover consideration does not imply Grantor consent to holdover.

8.02. The tenancy from month-to-month described in Section 8.01 of this Agreement may be terminated by either party upon thirty (30) days written notice to the other.

8.03. The consideration due after notice of termination has been given is to be calculated according to Section 8.01 hereinabove on a pro rata basis. If upon notice of termination by the Grantor, Grantee pays consideration in excess of the amount due and payable and the Grantor accepts such payment, the acceptance of such payment will not operate as a waiver by the Grantor of the notice of termination unless such waiver is in writing and signed by the Grantor. Any such excess amounts paid by Grantee and accepted by the Grantor shall be promptly refunded by the Grantor after deducting any amounts owed to the Grantor.

ARTICLE IX. RESERVATIONS

To the extent not previously conveyed, Grantor reserves to itself all rights to all minerals, ores and metals of any kind and character found at the surface and in, on, or under the Premises and to all geothermal resources.

ARTICLE X. NOTICE

10.01. Each party shall keep the other informed of its current address and telephone number. The initial addresses for notice are as follows:

GRANTOR:

Texas Parks and Wildlife Department
4200 Smith School Road
Austin, Texas 78744

STATE PARKS DIVISION DIRECTOR
Rodney Franklin, (512) 389-8545

LAND CONSERVATION
Chris Abernathy, (512) 389-4429

GRANTEE:

City of Burnet
P.O. Box 1369
Burnet, TX 78611-1369

CITY MANAGER
David Vaughn, (512) 715-3208

CITY SECRETARY
Kelly Dix, (512) 715-3209

10.02. Any notice which may or shall be given hereunder shall be in writing and shall be sent by U.S. mail, postage prepaid, registered or certified, with return receipt requested, to the respective addresses stated above or as changed by a party from time to time by the giving of notice to the other.

10.03. No change of address of either party shall be binding on the other until notice of such change is given as provided herein. A post office receipt for such notice or a signed return receipt shall be conclusive that such notice was delivered in due course if mailed as provided above. Any notice mailed in the above manner shall be deemed completed upon the earlier to occur of (1) actual receipt, as indicated on a signed return receipt or (2) three days after posting such notice as provided above.

ARTICLE XI. MISCELLANEOUS PROVISIONS

11.01. With respect to terminology in this Agreement, each number (singular or plural) shall include all numbers, and each gender (male, female or neuter) shall include all genders. If any provision of this Agreement shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions of the Agreement, but such other provisions shall continue in full force and effect to the extent reasonable and practicable.

11.02. The titles of the Articles in this Agreement shall have no effect and shall neither limit nor amplify the provisions of the Agreement itself. This Agreement shall be binding upon and shall accrue to the benefit of the Grantor, its successors and assigns, Grantee, Grantee's successors and assigns (or heirs, executors, administrators and assigns, as the case may be). The words "hereof," "herein," "hereunder," "hereinafter" refer to this entire instrument, not just to the specific article, section or paragraph in which such words appear.

11.03. Neither acceptance of consideration (or any portion thereof) or any other sums payable by Grantee hereunder (or any portion thereof) to the Grantor nor failure by Grantor to complain of any action, non-action or default of Grantee shall constitute a waiver as to any breach of any covenant or condition of Grantee contained herein nor a waiver of any of the Grantor's rights hereunder. Waiver by the Grantor of any right for any default of Grantee shall not constitute a waiver of any right for either a prior or subsequent default of the same obligation or for any prior or subsequent default of any other obligation. No right or remedy of the Grantor hereunder or covenant, duty or obligation of Grantee hereunder shall be deemed waived by the Grantor unless such waiver be in writing, signed by a duly authorized representative of the Grantor.

11.04. No provision of this Agreement shall be construed in such a way as to constitute the Grantor and Grantee joint venturers or co-partners or to make Grantee the agent of Grantor or make the Grantor liable for the debts of Grantee.

11.05. In all instances where Grantee is required hereunder to pay any sum or do any act at an indicated time or within an indicated period, it is understood that time is of the essence.

11.06. Under no circumstances whatsoever shall the parties ever be liable hereunder for consequential damages or special damages. The terms of this Agreement shall only be binding on Grantor during the period of its ownership of the Premises and in the event of the transfer of such ownership interest, Grantor shall thereupon be released and discharged from all covenants and obligations under this Agreement incurred after the date of ownership transfer.

11.07. All monetary obligations of the Grantor and Grantee (including, without limitation, any monetary obligation for damages for any breach of the respective covenants, duties or obligations of either party hereunder) are performable exclusively in Austin, Travis County, Texas.

11.08. The obligation of Grantee to pay all consideration and other sums hereunder provided to be paid by Grantee and the obligation of Grantee to perform Grantee's other covenants and duties under this Agreement constitute independent, unconditional obligations to be performed at all times provided

for hereunder, save and except only when an abatement thereof or reduction therein is expressly provided for in this Agreement and not otherwise. Grantee waives and relinquishes all rights which Grantee might have to claim any nature of lien against, or withhold or deduct from or offset against, any consideration or other sums provided hereunder to be paid to the Grantor by Grantee. Grantee waives and relinquishes any right to assert, either as a claim or as a defense, that the Grantor is bound to perform or is liable for the nonperformance of any implied covenant or implied duty of the Grantor not expressly set forth in this Agreement.

ARTICLE XII. INFORMATIONAL REQUIREMENTS

12.01. The parties shall provide each other written notice of any change in name, address, corporate structure, legal status or any other information relevant to this Agreement.

12.02. Grantee shall provide to the Grantor any other information reasonably requested by the Grantor in writing within fifteen (15) days following such request or such other time period approved by the Grantor (such approval not to be unreasonably withheld).

ARTICLE XIII. ENTIRE AGREEMENT

13.01. This Agreement, including exhibits, constitutes the entire agreement between Grantor and Grantee and no prior written or prior contemporaneous oral promises or representations shall be binding.

13.02. This Agreement shall become effective only upon execution by all parties hereto and delivery of a fully executed counterpart to each party.

13.03. This Agreement shall not be amended, changes, altered, or extended except by written instrument signed by all parties hereto.

13.04. Within thirty (30) days following execution of this Agreement, Grantee shall record the Agreement or a memorandum thereof in the real property records of the county or counties in which the premises are located and provide a certified copy of the recorded instrument to Grantor. Should Grantee fail to do so, Grantor may cause the Easement to be recorded, at Grantee's expense, and to have the cost thereof reimbursed upon advising Grantee of such cost.

13.05. Upon expiration or earlier termination of this Agreement, Grantee agrees to execute documents, in recordable form, reasonably required by Grantor to evidence expiration or termination of this Agreement. GRANTEE'S OBLIGATION TO EXECUTE SUCH DOCUMENTS SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

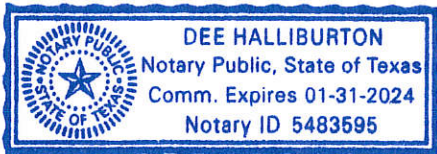
TEXAS PARKS AND WILDLIFE DEPARTMENT (GRANTOR)

by: Ann Bright
Ann Bright
Interim Chief Operating Officer,
Texas Parks and Wildlife Department

2-20-20
Date

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Agreement was acknowledged before me on the 20 day of February 2020, by Ann Bright, of Texas Parks and Wildlife Department, on behalf of said agency of the State of Texas.



Dee Halliburton
Notary Public
State of Texas

CITY OF BURNET (GRANTEE)

by: _____
David Vaughn
City Manager

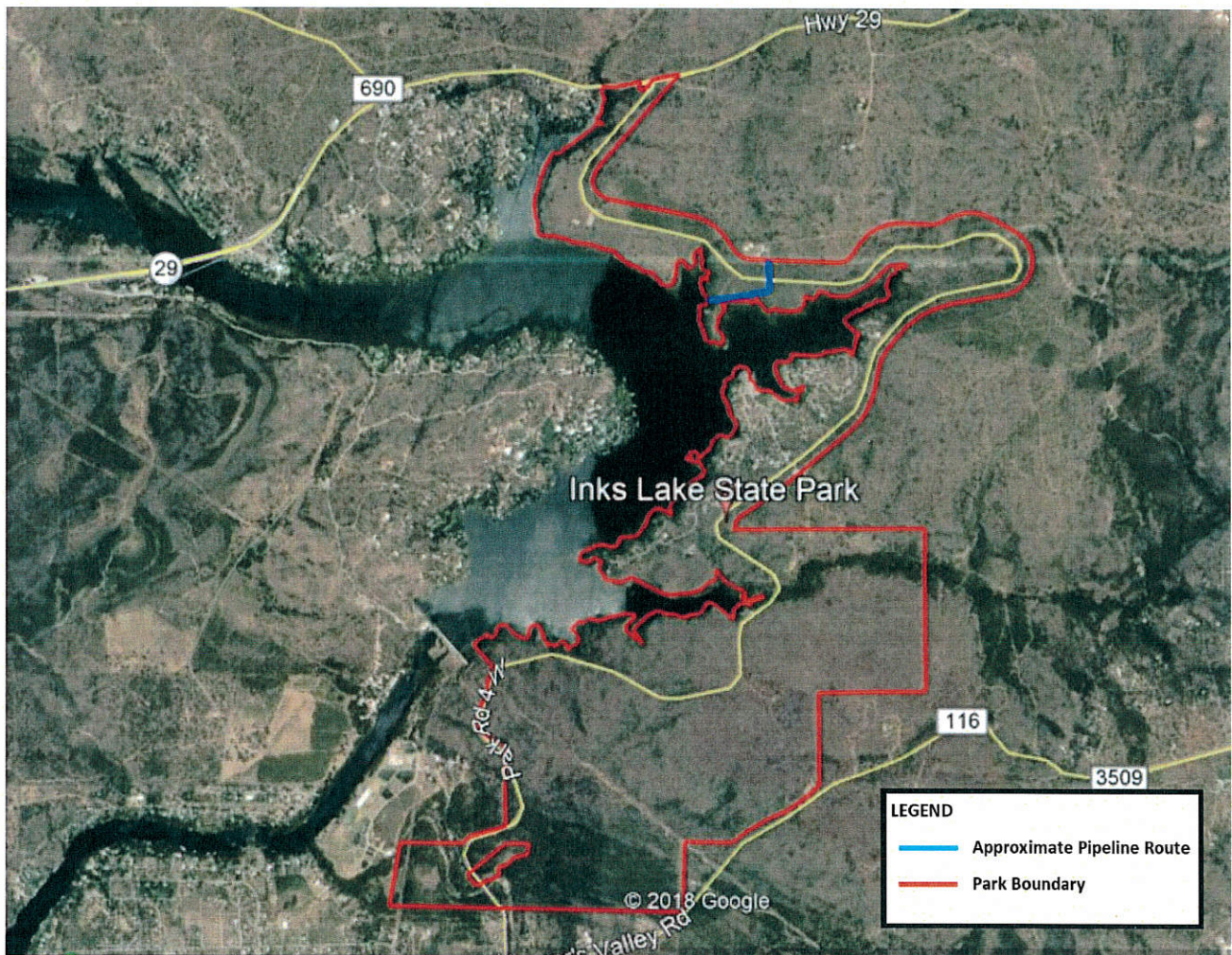
Date

STATE OF TEXAS §
 §
COUNTY OF BURNET §

This Agreement was acknowledged before me on the ____ day of _____ 2020, by David Vaughn, on behalf of the City of Burnet.

Notary Public
State of Texas

VICINITY MAP





CITY OF BURNET

FINANCIAL REPORT

FYTD January 31, 2020

Bluebonnet Capital of Texas - Lakes, Hills, History



Table of Contents

Summary.....1-2

Financial Reports

General Fund.....3-8

Golf Course Fund.....9-11

Electric Fund.....12-14

Water and Wastewater Fund.....15-17

Airport Fund.....18-20

Other Funds21

Cash – Unrestricted and Restricted Balances Report.....22

Capital Project Funding Report.....23



CITY OF BURNET FYTD JANUARY 2020 FINANCIAL SUMMARY

FY 2020

GENERAL FUND

The General Fund ended January 2020 with a profit of \$750,495 which is tracking well with our budget.

Revenues (excluding the Use of Fund Balance) came in at 40% of budget and increased 3% or \$120,254 over last year. Current Property Tax Collections increased \$149,535 or 9% and Sales Taxes have increased \$75,383 or 14%. One of the main reasons for the increase in sales tax revenue is the new compliance laws for online sales from remote sellers and marketplace facilitators. EMS transport fees are down \$(14,387) or (2%) and Transfers in from other funds are down \$(9,113) or (1%). In addition, payment timing differences have resulted in a decrease in interdepartmental fees collected for Fire/EMS coverage in the amount of \$(102,627).

Expenses (excluding capital and other transfers) came in at 35% of budget and increased \$403,858 or 12% over last year. The most significant increases were in personnel costs but they are within budget. In addition, Repairs and Maintenance costs for the Street department came in higher than expected because of transmission repairs on the Maintainer.

Overall compared to budget, the general fund is doing better than expected.

GOLF COURSE

The Golf Course Fund ended January with a loss of \$(23,641) which is tracking well with our budget and is a \$31,741 improvement over this time last year.

Total revenues (less cogs) came in at 34% of budget. They are up \$16,026 compared to last year mainly because Net Tournament revenues have increased from the addition of a couple of tournaments in November.

Total expenses (net of cogs) came in at 32% of budget. They are down compared to last year mainly because Transfers to Self-Funded for new equipment decreased \$(14,812) because of the early payoff of equipment debt at the end of last year.

Overall, the Golf Course is in good shape for this time of year.

ELECTRIC FUND

The Electric Fund ended January with a profit of \$440,875 which is outperforming the budget and last year because of Other Revenue collections.

Total Revenues (less use of fund balance) came in at 38% of the budget and increased \$311,996 over last year because of the Over/Under FPRCRF credit received from LCRA in the amount of \$316,276.

Net Electric Sales came in at 30% of budget. Compared to last year, both Net Electric Sales and consumption were down slightly, less than 1%.

	CITY OF BURNET FYTD JANUARY 2020 FINANCIAL SUMMARY	FY 2020
---	---	---------

Expenses (less cost of power and transfers to capital projects) came in at 31% of the budget and were up \$22,899 or 2% over last year.

Overall, the Electric Fund is in great shape.

WATER/WASTEWATER

The Water and Wastewater Fund ended January with a profit of \$177,593 which is on track with budget and up \$136,501 over last year.

Revenues (less the use of fund balance) came in as expected at 32% of budget. Compared to last year, revenues were up \$61,196 mainly because water consumption has increased by 13%. Last year, consumption was lower than expected because of increased rain.

Expenses (less transfers to capital projects) came in at 31% of budget and were down \$75,306 from last year mostly because during the prior year the water and sewer plant incurred costly pump repairs.

Overall, Water/Wastewater is in great shape for this time of year.

AIRPORT

The Airport Fund ended January with a profit of \$32,614. That is on track with budget but is down \$(25,172) from last year.

Total Revenues (less cogs and the use of fund balance) came in at 28% of budget and were down \$(34,045) from last year due to a decrease in net fuel sales.

Net Avgas sales came in at 23% of budget and were down \$(11,684) compared to last year. Net Jet sales came in at 24% of budget and were down \$(23,005) from last year.

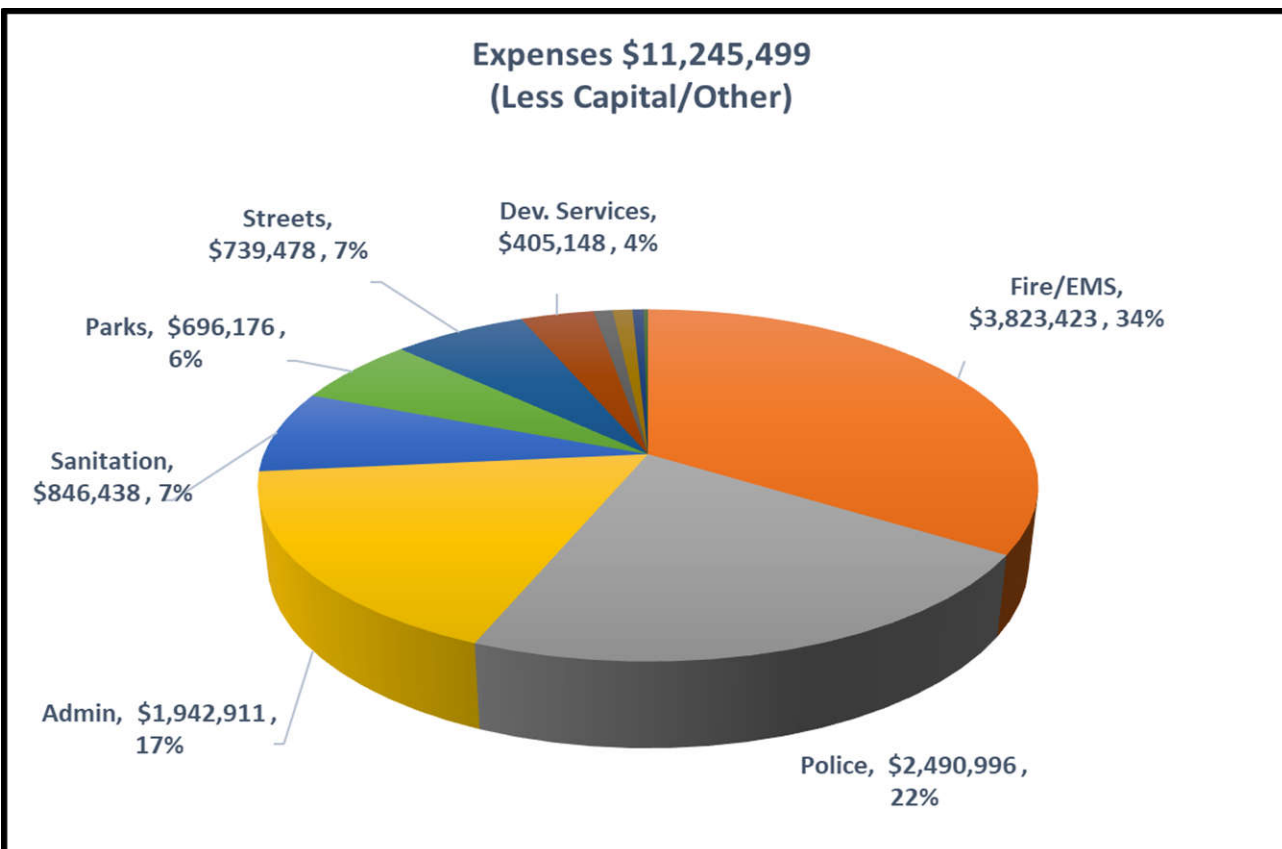
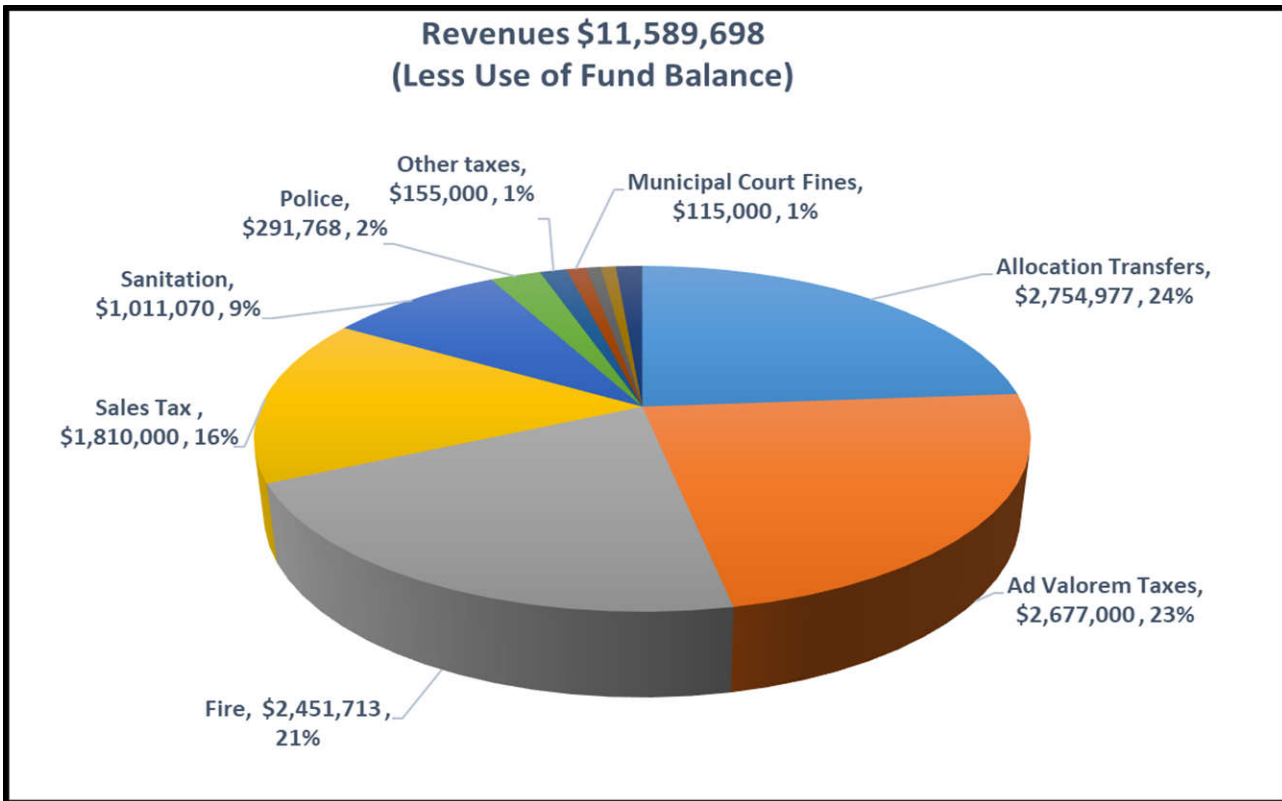
Expenses (less cogs and transfers to capital projects) ended the quarter at 27% of budget and were down \$(8,873) from last year mainly due to savings in insurance expenses.

Overall, the Airport is still tracking within budget.

UNRESTRICTED CASH RESERVES

Total unrestricted cash for the City as of January 31st, was \$5,867,133. That is \$2,559,133 above our 75day required reserve amount and \$1,897,133 above our 90day required reserve amount. It's important to note that there is \$1,530,787 remaining in capital projects to be funded from our unrestricted reserves this year.

GENERAL FUND BUDGET 2019-2020

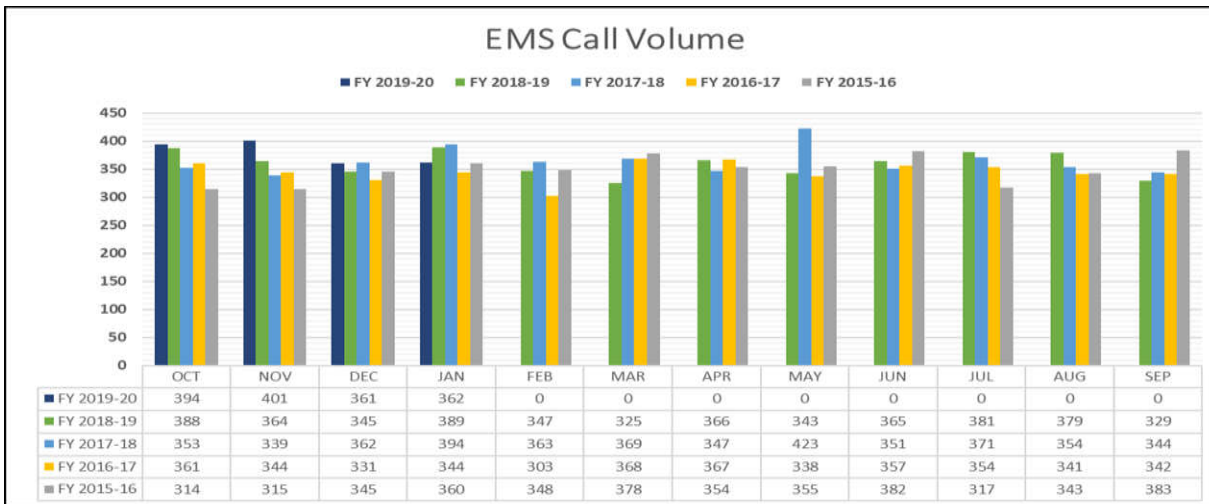
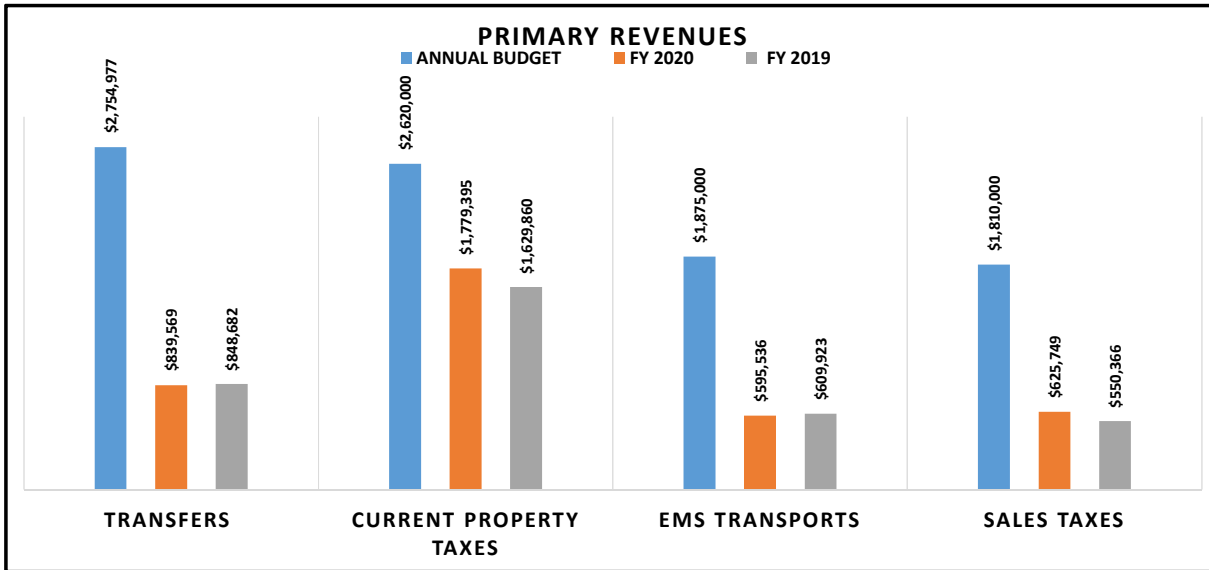


GENERAL FUND DASHBOARD

SUMMARY COMPARISON:

	ANNUAL BUDGET	ACTUAL FYTD JAN 2020	% OF BUDGET	PY ACTUAL FYTD JAN 2019	VARIANCE OVER PY	% OVER PY
REV (less fund balance)	\$ 11,589,698	\$ 4,651,661	40.14%	\$ 4,531,407	\$ 120,254	2.65%
EXP (less capital/other)	11,245,499	3,901,166	34.69%	3,497,307	403,858	11.55%
NET PROFIT (LOSS)	\$ 344,199	\$ 750,495	218.04%	\$ 1,034,100	\$ (283,605)	-27.43%

CHARTS/TABLES:



CITY OF BURNET
FINANCIAL REPORT
FYTD JANUARY 2020

% of year completed: 33.33

GENERAL FUND

	ANNUAL BUDGET 2019-2020	ACTUAL FYTD JAN 2020	% OF BUDGET	PRIOR YEAR FYTD JAN 2019	VARIANCE OVER PY	% OVER PY
REVENUE						
Ad Valorem Taxes	\$ 2,677,000	\$ 1,791,019	66.90%	\$ 1,652,702	\$ 138,317	8.37%
Sales Tax	1,810,000	625,749	34.57%	550,366	75,383	13.70%
Fire Department Revenue	2,451,713	713,110	29.09%	827,030	(113,919)	-13.77%
Planning and Zoning fees	86,070	46,555	54.09%	19,241	27,315	141.96%
Allocation Transfers	2,754,977	839,569	30.47%	848,682	(9,113)	-1.07%
Trash Collections	1,011,070	343,884	34.01%	323,581	20,303	6.27%
Police Department Revenue	291,768	158,528	54.33%	159,868	(1,339)	-0.84%
Municipal Court Fines	115,000	34,796	30.26%	40,526	(5,730)	-14.14%
Other taxes and franchise fees	155,000	28,141	18.16%	30,885	(2,744)	-8.88%
BEDC payments for service	85,000	28,333	33.33%	28,333	-	0.00%
Rental Fees	32,600	22,557	69.19%	16,229	6,328	38.99%
Interest Income	67,000	15,802	23.58%	6,890	8,911	129.33%
Misc Revenue	2,500	3,617	144.69%	27,075	(23,457)	-86.64%
Transfer from Hotel Motel fund	50,000	-	0.00%	-	-	-
Use of Fund Balance	2,332,000	359,997	15.44%	257,197	102,800	39.97%
Total Revenue	\$ 13,921,698	\$ 5,011,657	36.00%	\$ 4,788,604	\$ 223,054	4.66%
<i>Total Revenue less fund balance</i>	<i>\$ 11,589,698</i>	<i>\$ 4,651,661</i>	<i>40.14%</i>	<i>\$ 4,531,407</i>	<i>\$ 120,254</i>	<i>2.65%</i>

OPERATING EXPENSES

Mayor & Council	\$ 24,450	\$ 6,684	27.34%	\$ 4,415	\$ 2,270	51.42%
Admin (including op subsidy to golf)	1,942,911	585,721	30.15%	649,691	(63,970)	-9.85%
Police	2,490,996	909,769	36.52%	785,829	123,940	15.77%
Municipal Court	61,841	27,058	43.75%	24,169	2,889	11.96%
Fire/EMS	3,823,423	1,379,513	36.08%	1,220,827	158,685	13.00%
Sanitation	846,438	288,138	34.04%	278,517	9,621	3.45%
Streets	739,478	305,447	41.31%	190,945	114,502	59.97%
Parks	696,176	214,329	30.79%	174,507	39,822	22.82%
Development Services	405,148	116,078	28.65%	99,875	16,203	16.22%
City Shop	109,638	35,094	32.01%	31,994	3,101	9.69%
Community Development	-	-	-	-	-	-
Galloway Hammond	105,000	33,333	31.75%	36,538	(3,204)	-8.77%
Sub-total	<u>\$ 11,245,499</u>	<u>\$ 3,901,166</u>	<u>34.69%</u>	<u>\$ 3,497,307</u>	<u>\$ 403,858</u>	<u>11.55%</u>

CAPITAL/OTHER EXP (USES OF FUND BAL)

Transfers to Capital Funds/Self Fund	\$ 2,332,000	\$ 359,997	15.44%	\$ 213,197	\$ 146,800	68.86%
Loan Defeasance	-	-	#DIV/0!	-	-	-
Other expenses	-	-	#DIV/0!	44,000	(44,000)	-
	<u>\$ 2,332,000</u>	<u>\$ 359,997</u>	<u>15.44%</u>	<u>\$ 257,197</u>	<u>\$ 102,800</u>	<u>39.97%</u>

Total Expenses

<i>Total Expenses less capital/other</i>	<i>\$ 11,245,499</i>	<i>\$ 3,901,166</i>	<i>34.69%</i>	<i>\$ 3,497,307</i>	<i>\$ 403,858</i>	<i>11.55%</i>
--	----------------------	---------------------	---------------	---------------------	-------------------	---------------

Net Profit (Loss)

	\$ 344,199	\$ 750,495	218.04%	\$ 1,034,100	\$ (283,605)	-27.43%
--	-------------------	-------------------	----------------	---------------------	---------------------	----------------

CITY OF BURNET
FINANCIAL REPORT
FYTD JANUARY 2020

% of year completed: 33.33

GENERAL FUND

REVENUE

Ad Valorem Taxes:

Current Taxes Real Property	\$ 2,620,000	\$ 1,779,395	67.92%	\$ 1,629,860	\$ 149,535	9.17% A
Delinquent Taxes Real Property	35,000	8,777	25.08%	17,749	(8,972)	-50.55%
Penalty & Interest	22,000	2,847	12.94%	5,093	(2,247)	-44.11%
Sub-total	2,677,000	1,791,019	66.90%	1,652,702	138,317	8.37%

Sales Tax	1,810,000	625,749	34.57%	550,366	75,383	13.70% B
-----------	-----------	---------	--------	---------	--------	----------

Fire Department Revenue:

EMS fees	1,875,000	595,536	31.76%	609,923	(14,387)	-2.36%
Fire/EMS interdepartmental fees	556,513	109,796	19.73%	212,422	(102,627)	-48.31% C
Misc Fire Revenue	20,200	7,779	38.51%	4,684	3,095	66.06%
Sub-total Fire Revenue	2,451,713	713,110	29.09%	827,030	(113,919)	-13.77%

Planning and Zoning fees	86,070	46,555	54.09%	19,241	27,315	141.96%
--------------------------	--------	--------	--------	--------	--------	---------

Allocation Transfers In:

Return on Investment	1,550,000	468,343	30.22%	473,151	(4,809)	-1.02%
In-Lieu of Property Tax	124,905	40,868	32.72%	39,032	1,836	4.70%
In-Lieu of franchise	208,175	68,113	32.72%	65,053	3,060	4.70%
Admin Allocations	817,078	244,699	29.95%	255,449	(10,750)	-4.21%
Shop Allocations	54,819	17,547	32.01%	15,997	1,550	9.69%
Sub-total Allocation Transfers	2,754,977	839,569	30.47%	848,682	(9,113)	-1.07%

Trash Collections	1,011,070	343,884	34.01%	323,581	20,303	6.27%
-------------------	-----------	---------	--------	---------	--------	-------

Police Department Revenue:

Interlocal School Resource Officers	281,068	156,149	55.56%	153,996	2,153	1.40%
Misc PD Revenue	10,700	2,379	22.24%	5,872	(3,493)	-59.48%
Sub-total Police Department Rev	291,768	158,528	54.33%	159,868	(1,339)	-0.84%

Municipal Court Fines	115,000	34,796	30.26%	40,526	(5,730)	-14.14%
Other taxes and franchise fees	155,000	28,141	18.16%	30,885	(2,744)	-8.88%
BEDC payments for service	85,000	28,333	33.33%	28,333	-	0.00%
Rental Fees	32,600	22,557	69.19%	16,229	6,328	38.99%
Interest Income	67,000	15,802	23.58%	6,890	8,911	129.33%
Misc Revenue	2,500	3,617	144.69%	27,075	(23,457)	-86.64% D
Transfer from Hotel Motel fund	50,000	-	0.00%	-	-	
Use of Fund Balance	2,332,000	359,997	15.44%	257,197	102,800	39.97% E

Total Revenue	\$ 13,921,698	\$ 5,011,657	36.00%	\$ 4,788,604	\$ 223,054	4.66%
----------------------	----------------------	---------------------	---------------	---------------------	-------------------	--------------

<i>Total Revenue less fund balance</i>	<i>\$ 11,589,698</i>	<i>\$ 4,651,661</i>	<i>40.14%</i>	<i>\$ 4,531,407</i>	<i>\$ 120,254</i>	<i>2.65%</i>
--	----------------------	---------------------	---------------	---------------------	-------------------	--------------

OPERATING EXPENSES

Personnel Costs

Mayor & Council	\$ -	\$ -		\$ -	\$ -	#DIV/0!
Admin	918,839	256,460	27.91%	263,785	(7,324)	-2.78%
Police	1,944,683	708,610	36.44%	610,190	98,420	16.13% F
Municipal Court	33,191	12,416	37.41%	11,692	724	6.19%
Fire/EMS	2,874,391	1,065,611	37.07%	940,976	124,635	13.25% G
Streets	560,478	208,613	37.22%	137,064	71,549	52.20% H
Parks	409,577	136,395	33.30%	97,099	39,296	40.47% I
Development Services	334,298	96,643	28.91%	70,136	26,507	37.79% J
City Shop	73,388	26,463	36.06%	26,068	395	1.51%
Community Development	-	-		-	-	#DIV/0!
Sub-total	7,148,845	2,511,210	35.13%	2,157,009	354,201	16.42%

Supplies

CITY OF BURNET
FINANCIAL REPORT
FYTD JANUARY 2020

% of year completed: 33.33

GENERAL FUND

	ANNUAL BUDGET 2019-2020	ACTUAL FYTD JAN 2020	% OF BUDGET	PY ACTUAL FYTD JAN 2019	VARIANCE OVER PY	% OVER PY
Mayor & Council	1,200	477	39.74%	139	337	242.05%
Admin	80,450	32,451	40.34%	32,582	(131)	-0.40%
Police	168,750	62,962	37.31%	67,005	(4,043)	-6.03%
Municipal Court	3,850	1,256	32.63%	1,077	179	16.64%
Fire/EMS	221,900	76,172	34.33%	65,416	10,756	16.44%
Sanitation	1,000	996	99.56%	6,593	(5,598)	-84.90%
Streets	48,900	27,337	55.90%	17,373	9,964	57.35%
Parks	64,200	20,101	31.31%	12,337	7,764	62.93%
Development Services	8,100	2,155	26.60%	6,210	(4,055)	-65.30%
City Shop	20,200	6,904	34.18%	3,797	3,107	81.82%
Community Development	-	-		-	-	#DIV/0!
Sub-total	618,550	230,809	37.31%	212,530	18,279	8.60%
Repairs & Maintenance						
Mayor & Council	4,000	1,210	30.25%	1,063	147	13.83%
Admin	93,000	22,991	24.72%	17,971	5,020	27.94%
Police	63,500	32,938	51.87%	12,495	20,442	163.60%
Municipal Court	5,500	5,123	93.14%	4,802	320	6.67%
Fire/EMS	122,500	40,392	32.97%	36,317	4,076	11.22%
Sanitation	-	-		-	-	
Streets	70,000	49,587	70.84%	10,195	39,392	386.37% K
Parks	53,750	10,903	20.28%	12,825	(1,923)	-14.99%
Development Services	5,250	148	2.81%	1,100	(953)	-86.58%
City Shop	10,500	117	1.12%	475	(357)	-75.28%
Community Development	-	-		-	-	
Galloway Hammond	5,000	-	0.00%	3,204	(3,204)	-100.00%
Sub-total	433,000	163,408	37.74%	100,448	62,960	62.68%
Services/Other						
Mayor & Council	19,250	4,998	25.96%	3,212	1,785	55.58%
Admin	550,095	207,644	37.75%	235,402	(27,757)	-11.79% L
Police	138,413	48,710	35.19%	45,831	2,878	6.28%
Municipal Court	19,300	8,263	42.82%	6,597	1,666	25.26%
Fire/EMS	294,221	93,867	31.90%	93,176	691	0.74%
Sanitation	845,438	287,142	33.96%	271,924	15,218	5.60%
Streets	2,000	544	27.22%	826	(282)	-34.12%
Parks	126,200	32,781	25.98%	37,200	(4,419)	-11.88%
Development Services	57,500	17,133	29.80%	22,429	(5,296)	-23.61%
City Shop	5,550	1,610	29.01%	1,654	(44)	-2.65%
Community Development	-	-		-	-	#DIV/0!
Sub-total	2,057,967	702,693	34.14%	718,252	(15,559)	-2.17%
Transfers to Self-funded						
Mayor & Council	-	-		-	-	
Admin	-	-		-	-	
Police	169,650	56,550	33.33%	50,308	6,242	12.41%
Municipal Court	-	-		-	-	
Fire/EMS	310,411	103,470	33.33%	84,943	18,527	21.81%
Sanitation	-	-		-	-	
Streets	58,100	19,367	33.33%	25,487	(6,120)	-24.01%
Parks	42,449	14,150	33.33%	15,046	(896)	-5.96%
Development Services	-	-		-	-	
City Shop	-	-		-	-	
Community Development	-	-		-	-	
Sub-total	580,610	193,537	33.33%	175,783	17,754	10.10%
Capital Outlay						
Admin	-	-		-	-	#DIV/0!
Police	6,000	-	0.00%	-	-	#DIV/0!
Parks	-	-		-	-	#DIV/0!
Sub-total	6,000	-	0.00%	-	-	#DIV/0!

CITY OF BURNET
FINANCIAL REPORT
FYTD JANUARY 2020

% of year completed: 33.33

GENERAL FUND	ANNUAL BUDGET 2019-2020	ACTUAL FYTD JAN 2020	% OF BUDGET	PY ACTUAL FYTD JAN 2019	VARIANCE OVER PY	% OVER PY
Transfer to Golf - Admin & Op Subsidy	300,527	66,175	22.02%	99,952	(33,777)	-33.79% M
YMCA Operating Subsidy	100,000	33,333		33,333	-	0.00%
CAPITAL/OTHER EXP (USES OF FUND BAL)						
Transfer to Gen Cap Project Fund	2,232,000	281,014	12.59%	159,596	121,418	76.08%
Transfer to Golf Cap Project Fund	100,000	78,982	78.98%	53,601	25,381	47.35%
Transfer to Self Funded	-	-		-	-	#DIV/0!
Transfer to Debt Service	-	-	#DIV/0!	-	-	
Development Services Staffing	-	-		44,000	(44,000)	
Sub-total	2,332,000	359,997	15.44%	257,197	102,800	39.97% E
Total Expenses	\$ 13,577,499	\$ 4,261,162	31.38%	\$ 3,754,504	\$ 506,658	13.49%
<i>Total Expenses less capital/other</i>	<i>\$ 11,245,499</i>	<i>\$ 3,901,166</i>	<i>34.69%</i>	<i>\$ 3,497,307</i>	<i>\$ 403,858</i>	<i>11.55%</i>
Net Profit (Loss)	\$ 344,199	\$ 750,495	218.04%	\$ 1,034,100	\$ (283,605)	-27.43%

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

B Increase in Sales Tax collections are due to the following: 1) The changes in sales tax compliance laws for remote sellers and marketplace facilitators (like Amazon) kicked in on October 1, 2019; 2) Collections from one of our largest customers has increased \$31,787; and 3) new businesses.

C Payment timing difference from last year for both the ESD payment and County EMS Coverage payment.

D Last year's balance included several insurance claim payments mainly due to fleet accidents at the Police Department.

E Fund Balance is used to offset transfers to the Capital Project Fund or other projects approved by council; net effect to operations is \$0.

F Personnel costs for Police are up because 1. Salaries are up \$58K due to increases and because the PD had two vacancies during the prior year period; 2. Worker's comp increased \$14K because of a timing difference - switched from paying monthly to one annual payment. 3. Health Insurance increased \$19K mainly due to upfront funding of H.S.A. accounts.

G Personnel costs for Fire are up because 1. Salaries are up \$68K due to increases and added staff; 2. Worker's comp increased \$23K because of a timing difference - switched from paying monthly to one annual payment. 3. Health Insurance increased \$23K mainly due to upfront funding of H.S.A. accounts.

H Personnel costs for Streets are up because 1. Salaries are up \$42K due to increases and the addition of 2 positions; 2. Worker's comp increased \$11K because of a timing difference - switched from paying monthly to one annual payment. 3. Health Insurance increased \$8K mainly due to upfront funding of H.S.A. accounts.

I Personnel costs for Parks are up because 1. Salaries are up \$24K due to increases and the department had two vacancies during the py; 2. Worker's comp increased \$2.8K because of a timing difference - switched from paying monthly to one annual payment. 3. Health Insurance increased \$6K mainly due to upfront funding of H.S.A. accounts.

J Personnel costs for Development Services are up mainly due to the addition of the Building Inspector position. During the prior year, that salary was funded from fund balance and the related expenses were moved from "Personnel" to "Capital/Other Exp (Uses of fund balance)".

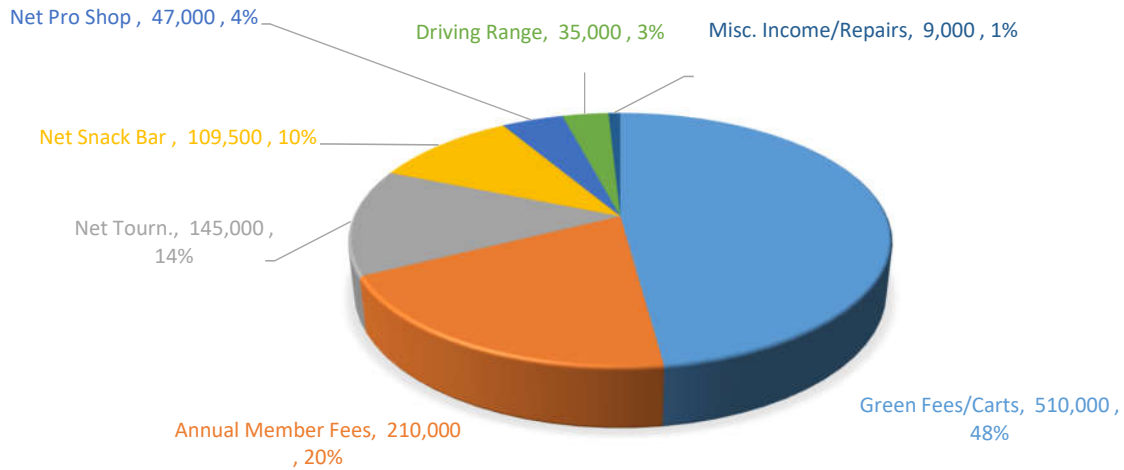
K Includes transmission repair costs for Street Department Maintainer in the amount of \$26K and clutch repairs to tractor for \$5K.

L Decrease is simply a timing difference in the payment of the insurance premiums.

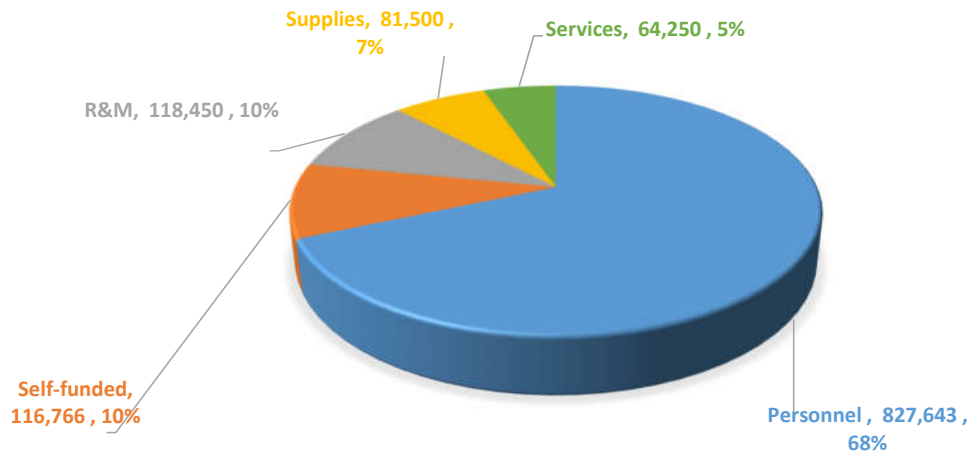
M The golf course operating loss is down by \$31K compared to the prior year, therefore the subsidy from the City has decreased.

GOLF COURSE BUDGET 2019-20

NET REVENUES \$1,065,500
(EXCLUDES TRANSFERS FROM GENERAL FUND)



NET EXPENSES \$1,208,609
(EXCLUDES ADMIN ALLOCATION)

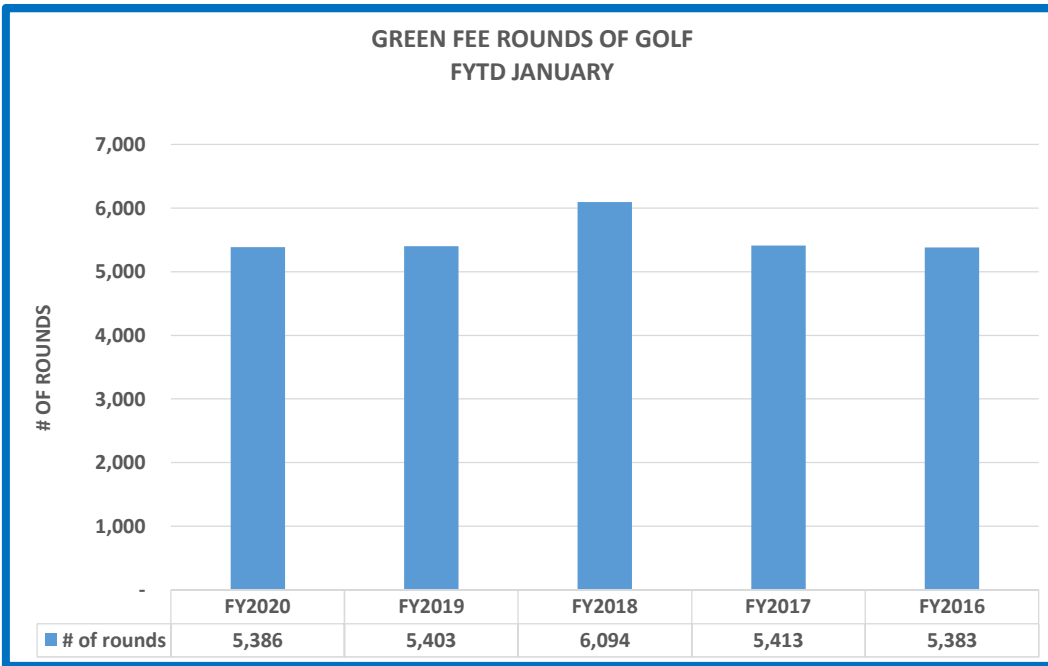


GOLF COURSE FUND DASHBOARD

CURRENT RESULTS COMPARISON

	ANNUAL BUDGET	ACTUAL FYTD JAN 2020	% OF BUDGET	PRIOR YR FYTD JAN 2019	VARIANCE OVER PY	% OVER PY
REV (net of cogs/tourn exp)	\$ 1,222,918	\$ 412,637	33.74%	\$ 396,611	\$ 16,026	4.04%
EXPENSES	1,366,027	436,278	31.94%	451,993	(15,715)	-3.48%
PROFIT (LOSS)	\$ (143,109)	\$ (23,641)	16.52%	\$ (55,382)	\$ 31,741	-57.31%

TABLES/CHARTS



Rounds of Golf*

2019-2020

5,386

2018-2019

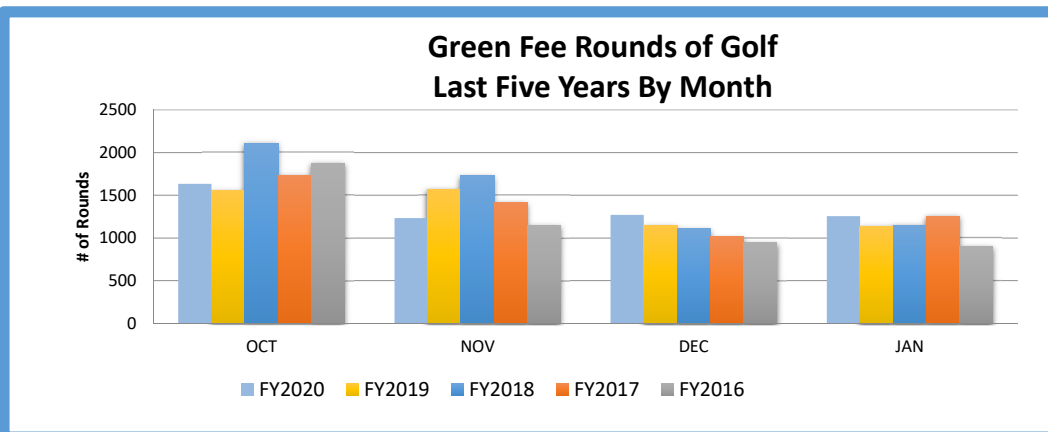
5,403

OVER (UNDER)

(17)

-0.31%

*Does not include annual dues or tournament rounds played.



CITY OF BURNET
FINANCIAL REPORT
FYTD JANUARY 2020

% of year completed: 33.33

GOLF COURSE

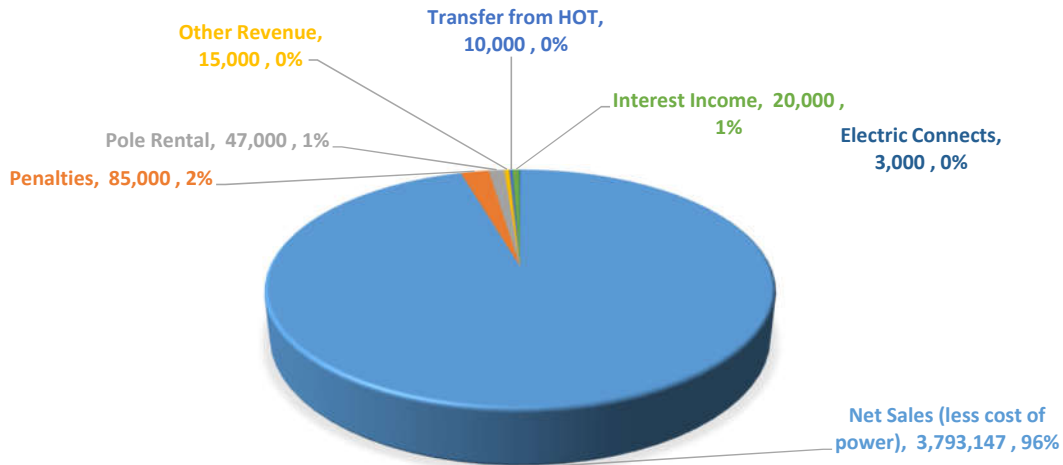
	ANNUAL BUDGET 2019-2020	ACTUAL FYTD JAN 2020	% OF BUDGET	PRIOR YEAR FYTD JAN 2019	VARIANCE OVER PY	% OVER PY
REVENUE						
<u>Charges for Services</u>						
Green Fees/Cart Rentals	\$ 510,000	\$ 128,763	25.25%	\$ 127,076	\$ 1,687	1.33%
Prepaid Green Fees/ Annual Cart Rentals/ Trail fees and Cart Storage	210,000	157,018	74.77%	156,955	63	0.04%
Net Tournament	145,000	34,640	23.89%	23,126	11,514	49.79% A
Pavilion Revenue	500	600	-	550	50	9.09%
Driving Range	35,000	10,080	28.80%	9,203	877	9.53%
Net Charges for Services	900,500	331,101	36.77%	316,909	14,191	4.48%
<u>Sales less Cost of Goods Sold</u>						
Pro Shop Sales	184,000	45,351		38,105	7,246	
Cost of Merchandise	137,000	34,297		27,363	6,934	
Net Pro Shop Sales	47,000	11,054	23.52%	10,742	312	2.90%
	-	-		-		
Snack Bar/Beer Cart Sales	242,000	61,552		58,570	2,982	
Cost of Merchandise	132,500	37,721		36,836	885	
Net Snack Bar/Beer Cart Sales	109,500	23,831	21.76%	21,734	2,097	9.65%
Transfer - Overhead	157,418	42,534	27.02%	44,570	(2,036)	-4.57%
Misc. Income/Repairs	8,500	4,118	48.45%	2,656	1,462	55.05%
Total Revenue	\$ 1,222,918	\$ 412,637	33.74%	\$ 396,611	\$ 16,026	4.04%
EXPENSES						
Personnel Costs	\$ 827,643	\$ 272,922	32.98%	\$ 274,378	\$ (1,455)	-0.53%
Supplies	81,500	25,487	31.27%	22,873	2,614	11.43%
Repairs & Maintenance	118,450	39,002	32.93%	33,038	5,964	18.05%
Services	64,250	17,411	27.10%	23,400	(5,989)	-25.60%
Transfer to Self funded equipment	116,766	38,922	33.33%	53,734	(14,812)	-27.57% B
Admin Allocation	157,418	42,534	27.02%	44,570	(2,036)	-4.57%
Total Expenses	\$ 1,366,027	\$ 436,278	31.94%	\$ 451,993	\$ (15,715)	-3.48%
Net Profit (Loss)	\$ (143,109)	\$ (23,641)	16.52%	\$ (55,382)	\$ 31,741	-57.31%
Operating Subsidy from General Fund	\$ 143,109	\$ 23,641	16.52%	\$ 55,382		
Net Profit (Loss)	\$ -	\$ (0)		\$ (0)		

A November tournament revenue increased due to the addition of a tournament and the rescheduling of an April tournament to November.

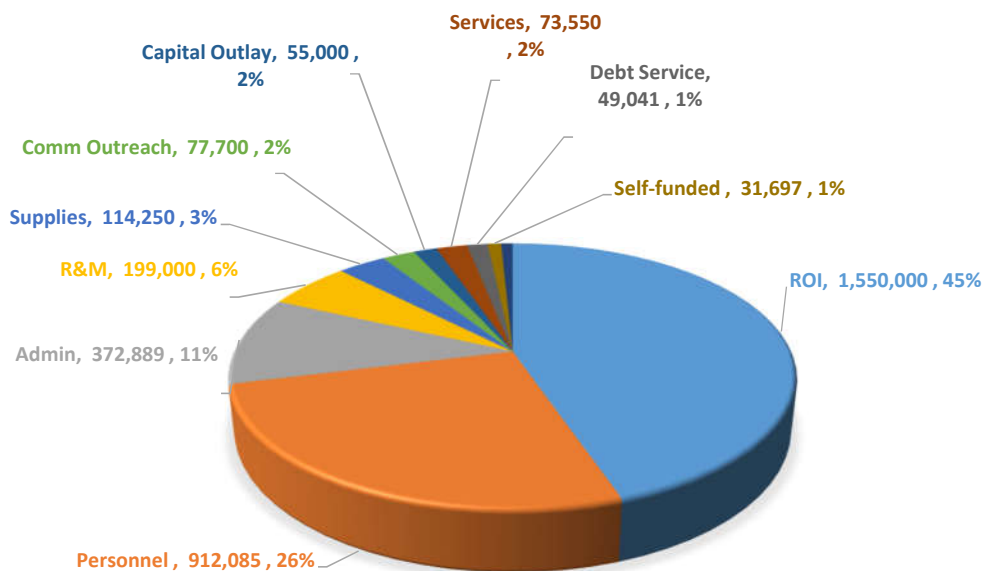
B Decrease in equipment purchases due to the early pay off of debt at the end of last year; on track with budget.

ELECTRIC FUND ORIGINAL BUDGET 2019-20

NET REVENUES \$3,973,147
(EXCLUDES USE OF FUND BALANCE)



NET EXPENSES \$3,462,621
(EXCLUDES XFER TO CAPITAL FUND)

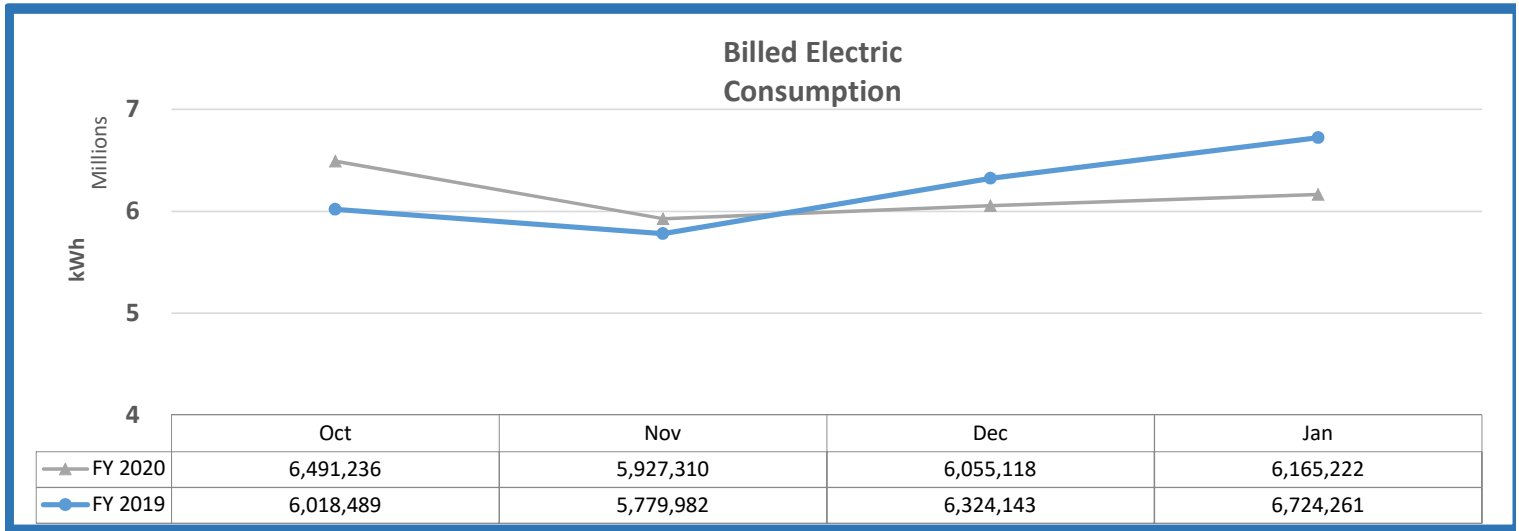


ELECTRIC FUND DASHBOARD

CURRENT RESULTS COMPARISON

	ANNUAL BUDGET	ACTUAL FYTD JAN 2020	% OF BUDGET	PRIOR YR FYTD JAN 2019	VARIANCE OVER PY	% OVER PY
REV (less cogs and fund bal)	\$ 3,973,147	\$ 1,515,803	38.15%	\$ 1,203,807	\$ 311,996	25.92%
EXP (less cogs and cap xfers)	3,462,621	1,074,928	31.04%	1,052,029	22,899	2.18%
PROFIT (LOSS)	\$ 510,526	\$ 440,875	86.36%	\$ 151,778	\$ 289,097	190.47%

TABLES/CHARTS



FYTD 2020	24,638,886
FYTD 2019	24,846,875
ytd variance	(207,989)
% variance	-0.84%

CITY OF BURNET
FINANCIAL REPORT
FYTD JANUARY 2020

% of year completed: 33.33

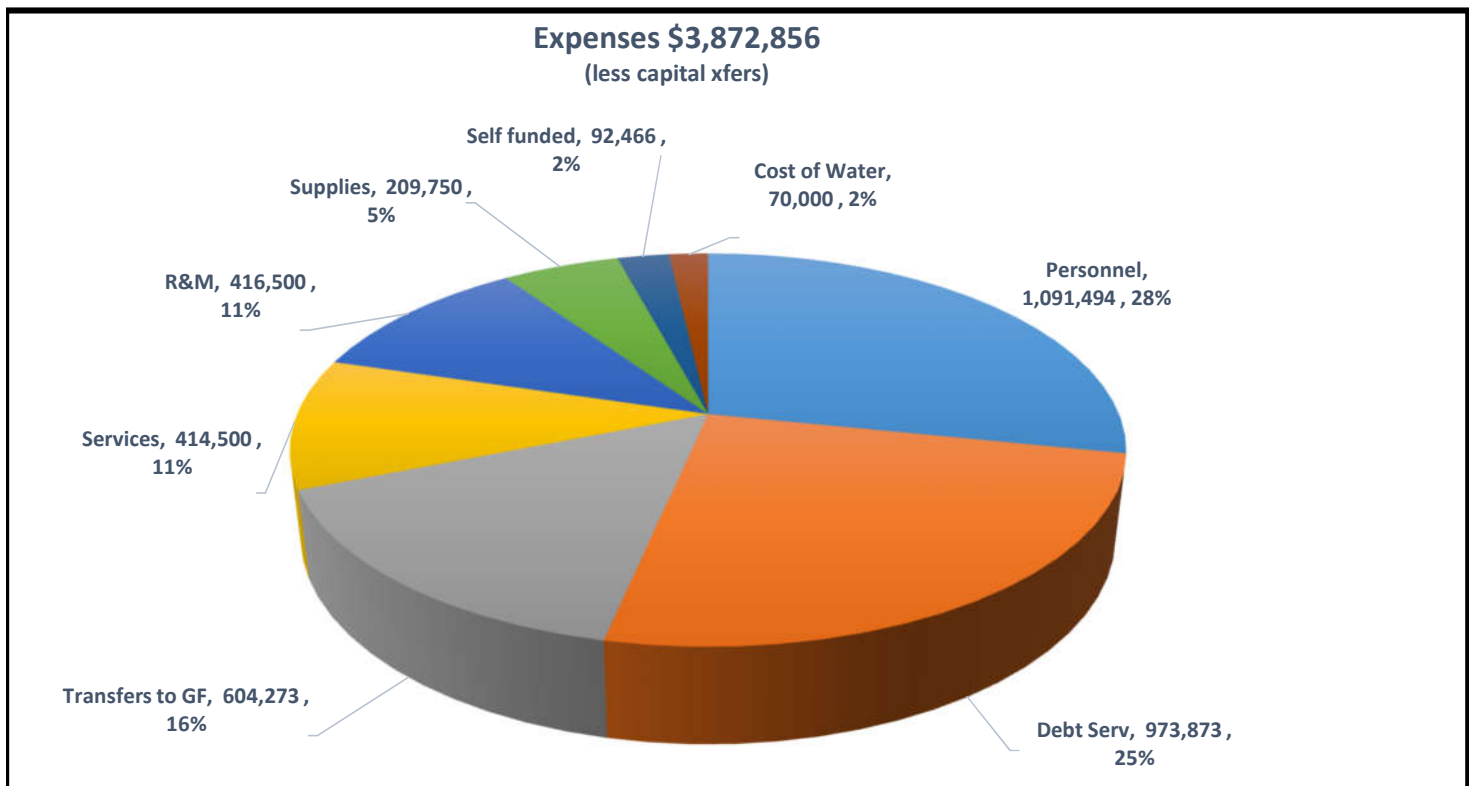
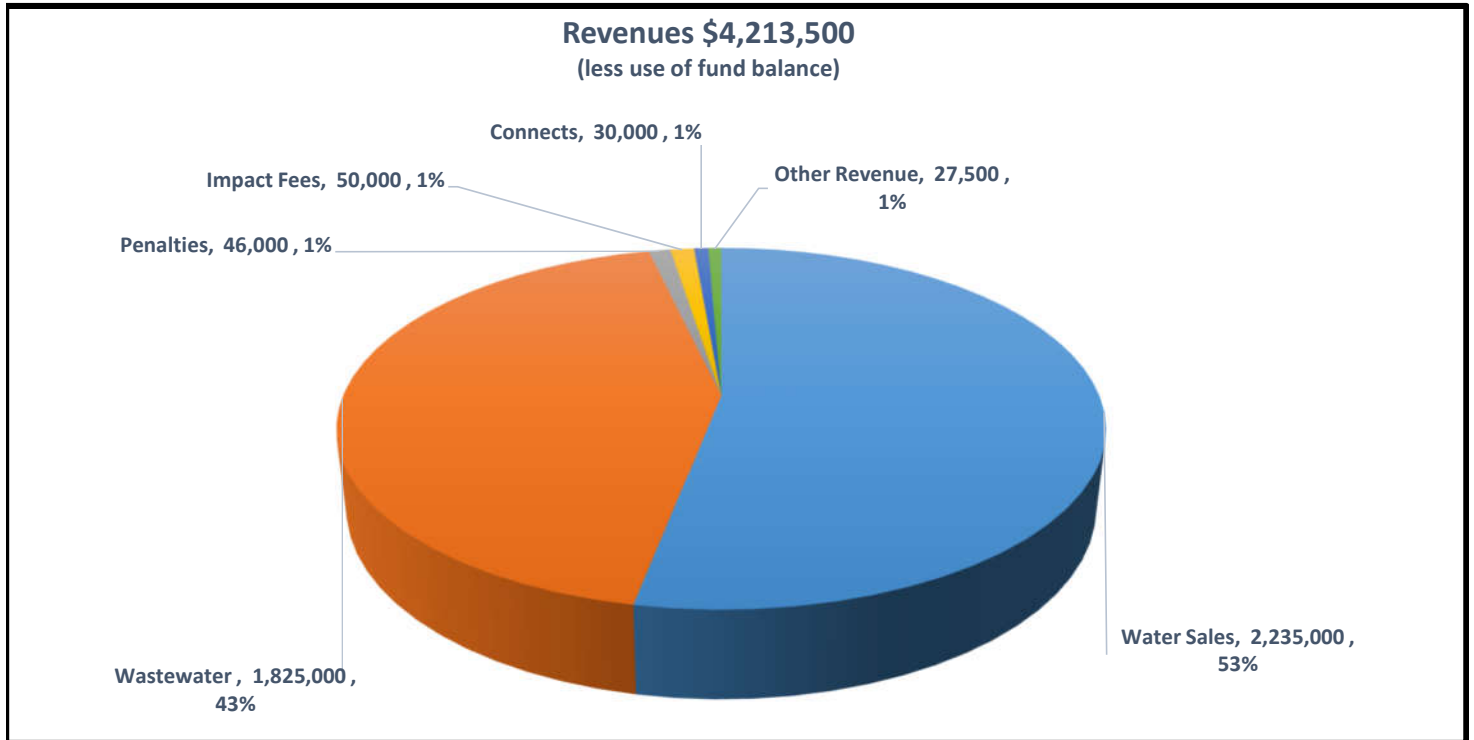
ELECTRIC FUND

	ANNUAL BUDGET 2019-2020	ACTUAL FYTD JAN 2020	% OF BUDGET	PRIOR YEAR FYTD JAN 2019	VARIANCE OVER PY	% OVER PY
REVENUE						
Electric Sales	\$ 8,670,051	\$ 2,698,581		\$ 2,721,440	\$ (22,859)	
Cost of Power	4,876,904	1,546,944		1,563,562	(16,617)	
Net Sales	3,793,147	1,151,636	30.36%	1,157,878	(6,242)	-0.54%
Penalties	85,000	25,630	30.15%	30,577	(4,947)	-16.18%
Electric Connects	3,000	2,510	83.67%	3,348	(838)	-25.03%
Pole Rental	47,000	-	0.00%	-	-	
Other Revenue	15,000	326,047	2173.65%	4,850	321,197	6622.62% A
Interest Income	20,000	9,980	49.90%	7,154	2,826	39.49%
Transfer from HOT	10,000	-	0.00%	-	-	
Use of Fund Balance	75,000	22,482	29.98%	-	22,482	#DIV/0! B
Total Revenue	\$ 4,048,147	\$ 1,538,286	38.00%	\$ 1,203,807	\$ 334,478	27.79%
<i>Total Revenue less fund balance</i>	<i>\$ 3,973,147</i>	<i>\$ 1,515,803</i>	<i>38.15%</i>	<i>\$ 1,203,807</i>	<i>\$ 311,996</i>	<i>25.92%</i>
EXPENSES						
Personnel Costs	\$ 912,085	\$ 309,896	33.98%	\$ 292,811	\$ 17,085	5.83%
Supplies	114,250	35,638	31.19%	25,168	10,470	41.60%
Repairs & Maintenance	199,000	27,497	13.82%	44,239	(16,742)	-37.84%
Services	73,550	24,191	32.89%	19,679	4,513	22.93%
Transfer to Self-funded equipment	31,697	10,566	33.33%	14,972	(4,407)	-29.43%
Community Outreach	77,700	43,671	56.20%	39,915	3,756	9.41%
Capital Outlay	55,000	15,487	28.16%	2,749	12,738	463.37%
Transfer to Capital Project Fund	75,000	22,482	29.98%	-	22,482	#DIV/0! B
Transfers to Debt Service	49,041	16,347	33.33%	15,743	604	3.84%
Transfer to GF - ROI	1,550,000	468,343	30.22%	473,151	(4,809)	-1.02%
Transfer to GF- Admin Allocation	372,889	114,519	30.71%	115,603	(1,085)	-0.94%
Transfer to GF- Shop Allocation	27,409	8,774	32.01%	7,998	775	9.69%
Total Expenses	\$ 3,537,621	\$ 1,097,411	31.02%	\$ 1,052,029	\$ 45,381	4.31%
<i>Total Expenses less xfers to capital project</i>	<i>\$ 3,462,621</i>	<i>\$ 1,074,928</i>	<i>31.04%</i>	<i>\$ 1,052,029</i>	<i>\$ 22,899</i>	<i>2.18%</i>
Net Profit (Loss)	\$ 510,526	\$ 440,875	86.36%	\$ 151,778	\$ 289,097	190.47%

A Includes \$316,276.48 of over under FPCRF credit received from LCRA in October and November.

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

WATER/WW FUND ORIGINAL BUDGET 2019-20

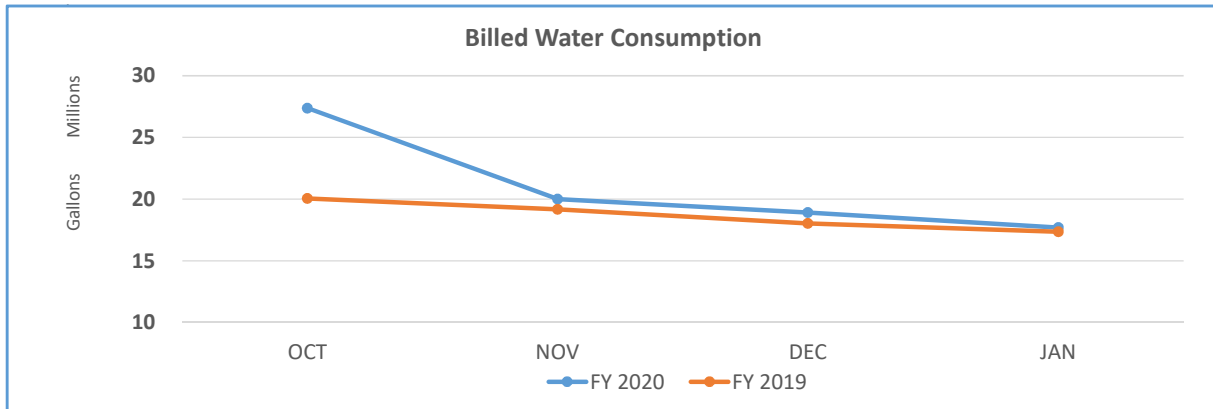


WATER/WW FUND DASHBOARD

CURRENT RESULTS COMPARISON

	ANNUAL	ACTUAL	% OF	PRIOR YR	VARIANCE	%
	BUDGET	FYTD JAN 2020	BUDGET	FYTD JAN 2019	OVER PY	OVER PY
REV (less use of fund bal)	\$ 4,213,500	\$ 1,362,257	32.33%	\$ 1,301,062	\$ 61,196	4.70%
EXP (less capital xfers)	3,872,856	1,184,664	30.59%	1,259,970	(75,306)	-5.98%
PROFIT (LOSS)	\$ 340,644	\$ 177,593	52.13%	\$ 41,092	\$ 136,501	332.19%

TABLES/CHARTS



Billed Consumption in gallons:

FYTD 2020	83,976,951
FYTD 2019	74,600,273
Variance	9,376,678
% variance	12.57%

CITY OF BURNET
FINANCIAL REPORT
FYTD JANUARY 2020

% of year completed: 33.33

WATER/WASTEWATER

REVENUE

	ANNUAL BUDGET 2019-2020	ACTUAL FYTD JAN 2020	% OF BUDGET	PRIOR YEAR FYTD JAN 2019	VARIANCE OVER PY	% OVER PY
Water Sales	\$ 2,235,000	\$ 723,667	32.38%	\$ 658,259	\$ 65,408	9.94% ^A
Wastewater Sales	1,825,000	599,343	32.84%	610,460	(11,117)	-1.82%
Penalties	46,000	15,112	32.85%	15,176	(63)	-0.42%
Water/Sewer Connects	30,000	7,725	25.75%	6,175	1,550	25.10%
Irrigation Revenue	2,500	-	0.00%	-	-	#DIV/0!
Other Revenue	4,000	7,400	185.00%	1,887	5,513	292.09%
Interest Income	21,000	9,009	42.90%	9,104	(95)	-1.04%
Use Impact Fees	50,000	-	0.00%	-	-	
Use of Fund Balance	185,000	15,857	8.57%	-	15,857	

Total Revenue

	\$ 4,398,500	\$ 1,378,115	31.33%	\$ 1,301,062	\$ 77,053	5.92%
<i>Total Revenue less fund balance</i>	\$ 4,213,500	\$ 1,362,257	32.33%	\$ 1,301,062	\$ 61,196	4.70%

EXPENSES

Personnel Costs	\$ 1,091,494	\$ 377,054	34.54%	\$ 367,353	\$ 9,701	2.64%
Supplies	209,750	58,130	27.71%	59,759	(1,628)	-2.72%
Repairs & Maintenance	416,500	83,907	20.15%	141,326	(57,419)	-40.63% ^B
Services	414,500	107,060	25.83%	128,347	(21,287)	-16.59%
Transfer to Self-funded equipment	92,466	15,411	16.67%	22,414	(7,003)	-31.24%
Cost of Water	70,000	24,545	35.06%	22,159	2,386	10.77%
Transfers to Capital Fund	185,000	15,857	8.57%	-	15,857	
Capital Outlay	-	-		-	-	#DIV/0!
Transfers to Debt Service	973,873	324,674	33.34%	327,242	(2,568)	-0.78%
Transfer to GF - In Lieu of Property Tax	124,905	40,868	32.72%	39,032	1,836	4.70%
Transfer to GF - In Lieu of Franchise	208,175	68,113	32.72%	65,053	3,060	
Transfer to GF- Admin Allocation	243,783	76,128	31.23%	79,286	(3,159)	-3.98%
Transfer to GF- Shop Allocation	27,410	8,774	32.01%	7,998	775	9.69%

Total Expenses

	\$ 4,057,856	\$ 1,200,522	29.59%	\$ 1,259,970	\$ (59,448)	-4.72%
<i>Total Expenses less xfers to capital project</i>	\$ 3,872,856	\$ 1,184,664	30.59%	\$ 1,259,970	\$ (75,306)	-5.98%

Net Profit (Loss)

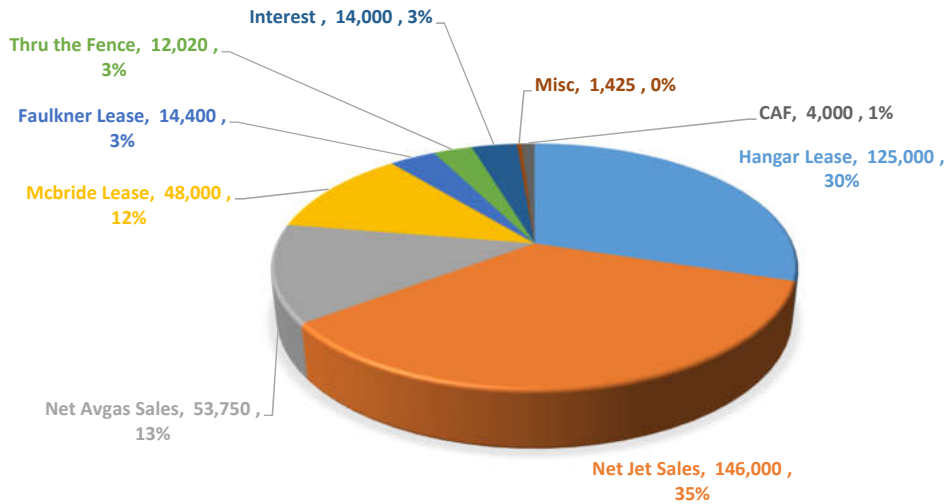
	\$ 340,644	\$ 177,593	52.13%	\$ 41,092	\$ 136,501	332.19%
--	------------	------------	--------	-----------	------------	---------

A Water sales are up over prior year due to increased water consumption; during the py consumption was down due to increased rainfall.

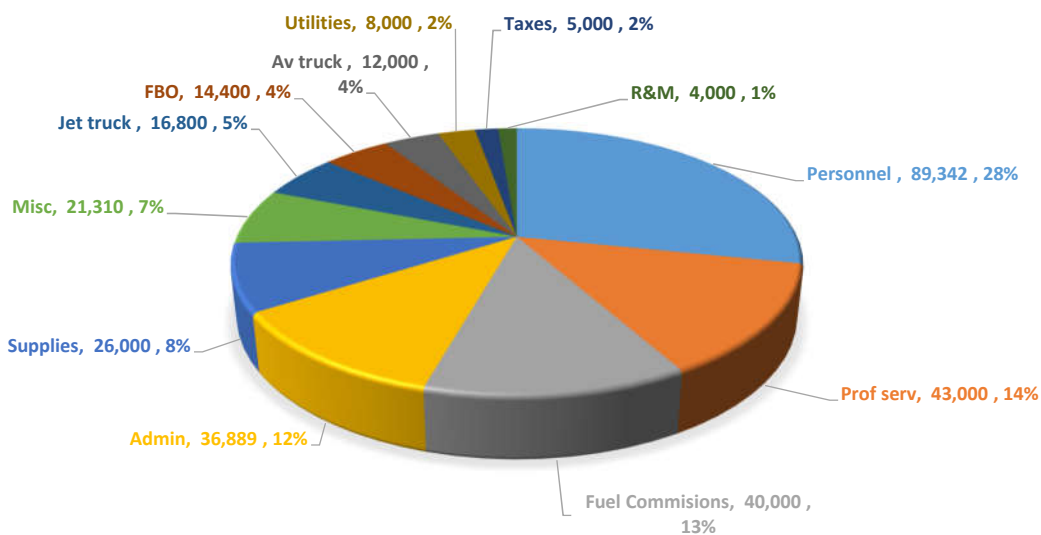
B R&M are down because during the py several pump repairs were needed at both the water plant and sewer plant.

AIRPORT FUND ORIGINAL BUDGET 2019-20

NET REVENUES \$418,595
(EXCLUDES USE OF FUND BALANCE)



NET EXPENSES \$316,741
(EXCLUDES XFER TO CAPITAL FUND)

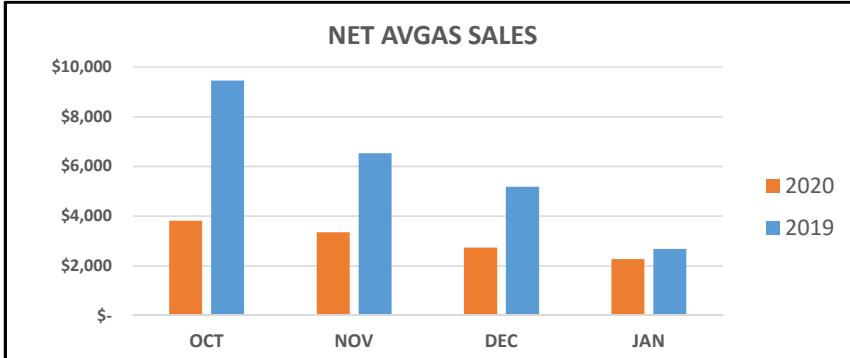


AIRPORT FUND DASHBOARD

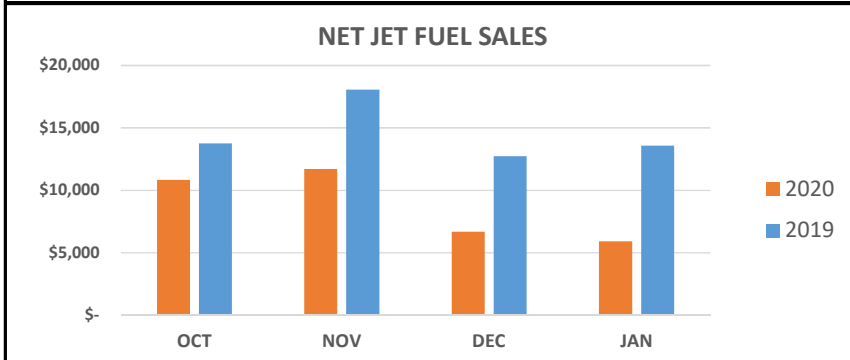
CURRENT RESULTS COMPARISON

	ANNUAL BUDGET	ACTUAL FYTD JAN 2020	% OF BUDGET	PRIOR YR FYTD JAN 2019	VARIANCE OVER PY	% OVER PY
REV (less fuel purchases and fund bal)	\$ 418,595	\$ 116,900	27.93%	\$ 150,945	\$ (34,045)	-22.55%
EXP (less fuel purchases and fund bal)	316,741	84,286	26.61%	93,159	(8,873)	-9.52%
PROFIT (LOSS)	\$ 101,854	\$ 32,614	32.02%	\$ 57,786	\$ (25,172)	-43.56%

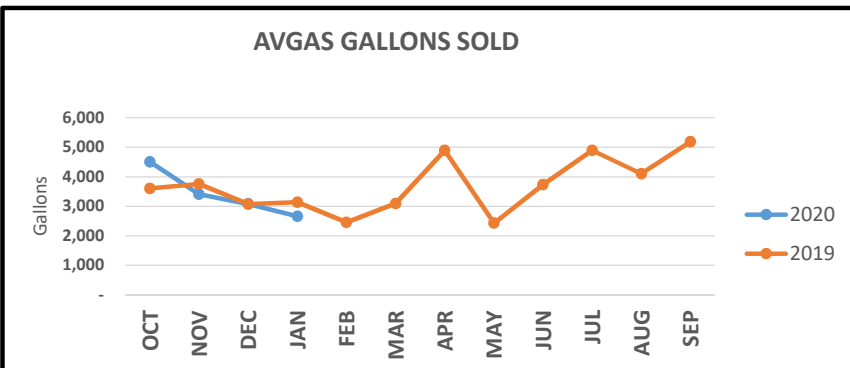
TABLES/CHARTS



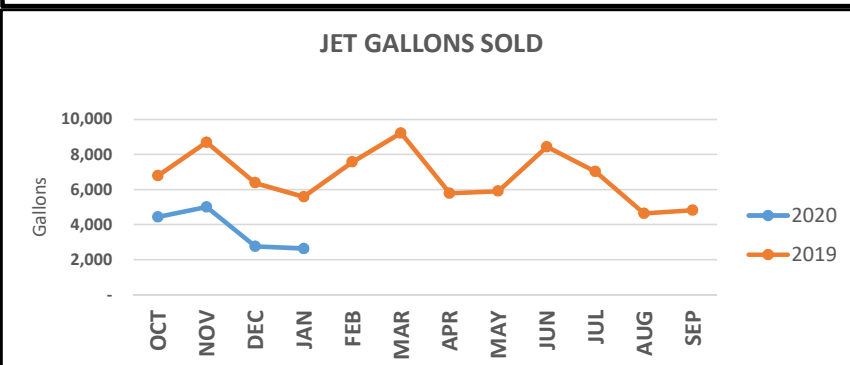
	2020	2019
AvSales	\$ 55,406.36	\$ 65,320.87
Av Purchases	43,253.30	41,484.23
Profit	\$ 12,153.06	\$ 23,836.64
%	21.93%	36.49%



	2020	2019
Jet Sales	\$ 69,746.04	\$ 127,081.26
Jet Purchases	34,633.36	68,963.55
Profit	\$ 35,112.68	\$ 58,117.71
%	50.34%	45.73%



Avgas Gallons Sold:	
FYTD 2020	13,652
FYTD 2019	13,568
Increase(decrease)	84
	1%



Jet Gallons Sold:	
FYTD 2020	14,838
FYTD 2019	27,461
Increase(decrease)	(12,622)
	-45.97%

CITY OF BURNET
FINANCIAL REPORT
FYTD JANUARY 2020

% of year completed: 33.33

AIRPORT FUND

	ANNUAL BUDGET 2019-2020	ACTUAL FYTD JAN 2020	% OF BUDGET	PRIOR YEAR FYTD JAN 2019	VARIANCE OVER PY	% OVER PY
REVENUE						
Av Gas Sales	\$ 215,000	\$ 55,406		\$ 65,321	\$ (9,915)	
Av Gas Purchases	161,250	43,253		41,484	1,769	
Net Sales	53,750	12,153	22.61%	23,837	(11,684)	-49.02%
Jet Gas Sales	355,000	69,746		127,081	(57,335)	
Jet Gas Purchases	209,000	34,633		68,964	(34,330)	
Net Sales	146,000	35,113	24.05%	58,118	(23,005)	-39.58% A
Contributions/Misc Rev	-	375		275	100	36.36%
Sign Rental Revenue	500	-	0.00%	-	-	
Penalties	775	325	41.94%	350	(25)	-7.14%
All Hangar Lease	125,000	40,927	32.74%	42,270	(1,342)	-3.18%
CAF Admissions	4,000	1,459	36.47%	1,459	-	0.00%
Rental of Council Chambers	-	70	#DIV/0!	-	70	#DIV/0!
McBride Lease	48,000	15,433	32.15%	15,433	0	0.00%
Thru the Fence Lease	12,020	2,592	21.56%	-	2,592	
Airport Parking Permit	150	120	80.00%	120	-	0.00%
Hanger Lease - Faulkner	14,400	4,800	33.33%	4,800	-	0.00%
Insurance Reimbursement	-	-	#DIV/0!	-	-	#DIV/0!
Interest Earned	14,000	3,534	25.24%	4,285	(751)	-17.52%
Use of Fund Balance	250,000	112,699	45.08%	36,629	76,069	B
Total Revenue	\$ 668,595	\$ 229,599	34.34%	\$ 187,574	\$ 42,024	22.40%
<i>Total Revenue less fund balance</i>	<i>\$ 418,595</i>	<i>\$ 116,900</i>	<i>27.93%</i>	<i>\$ 150,945</i>	<i>\$ (34,045)</i>	<i>-22.55%</i>
EXPENSES						
Personnel Costs	\$ 89,342	\$ 32,971	36.90%	\$ 32,669	\$ 302	0.92%
Supplies	26,000	4,449	17.11%	6,262	(1,814)	-28.96%
Repairs & Maintenance	4,000	-	0.00%	135	(135)	-100.00%
Contract Labor - FBO	14,400	4,800	33.33%	4,800	-	0.00%
Commission on Fuel Sal	40,000	10,992	27.48%	10,257	735	7.16%
Schools/Seminars	4,000	-	0.00%	-	-	
Insurance & Bonds	17,310	407	2.35%	13,717	(13,310)	-97.04% C
Professional Services	43,000	-	0.00%	42	(42)	
Property Taxes	5,000	6,632	132.64%	-	6,632	#DIV/0!
Utilities	8,000	2,328	29.10%	2,585	(256)	-9.91%
Av fuel truck lease	12,000	5,000	41.67%	4,000	1,000	25.00%
Jet fuel truck lease	16,800	7,000	41.67%	5,600	1,400	25.00%
Transfers to Debt Service	-	-		-	-	
Transfers to Capital/Uses of Fund Bal	250,000	112,699	45.08%	36,629	76,069	B
Admin Allocation	36,889	9,708	26.32%	13,093	(3,385)	-25.85%
Total Expenses	\$ 566,741	\$ 196,985	34.76%	\$ 129,788	\$ 67,197	51.77%
<i>Total Expense less xfers to capital project</i>	<i>\$ 316,741</i>	<i>\$ 84,286</i>	<i>26.61%</i>	<i>\$ 93,159</i>	<i>\$ (8,873)</i>	<i>-9.52%</i>
Net Profit (Loss)	\$ 101,854	\$ 32,614	32.02%	\$ 57,786	\$ (25,172)	-43.56%

A Jet gallons sold were down mainly because one of our largest customer's jets were grounded for maintenance during the period October - December.

In January, one of his jets began flying into the airport again but jet sales continue to be down from the prior year.

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

C Decrease due to timing difference in the insurance payment. In addition, prior year insurance payment included an extra payment of \$6,635 for runway coverage that was added.

CITY OF BURNET
FINANCIAL REPORT
FYTD JANUARY 2020

OTHER FUNDS

	ANNUAL BUDGET 2019-2020	ACTUAL FYTD JAN 2020	% OF BUDGET	PRIOR YEAR FYTD JAN 2019	VARIANCE OVER PY	% OVER PY
HOTEL/MOTEL FUND						
Revenues	\$ 187,000	\$ 60,967	32.60%	\$ 87,456	\$ (26,489)	-30.29%
Expenses	178,098	33,772	18.96%	32,298	1,474	4.57%
Net Profit (Loss)	<u>\$ 8,902</u>	<u>\$ 27,195</u>		<u>\$ 55,158</u>	<u>\$ (27,964)</u>	
BEDC						
Revenues	\$ 1,600,000	\$ 700,725	43.80%	\$ 1,360,044	\$ (659,319)	-48.48%
Expenses	1,319,150	551,833	41.83%	958,286	(406,453)	-42.41%
Net Profit (Loss)	<u>\$ 280,850</u>	<u>\$ 148,892</u>		<u>\$ 401,758</u>	<u>\$ (252,866)</u>	
SELF FUNDED EQUIPMENT FUND						
Revenues	\$ 822,741	\$ 274,408	33.35%	\$ 317,896	\$ (43,488)	-13.68%
Expenses	646,591	40,226	6.22%	89,819	(49,593)	-55.21%
Net Profit (Loss)	<u>\$ 176,150</u>	<u>\$ 234,182</u>		<u>\$ 228,077</u>	<u>\$ 6,105</u>	
DEBT SERVICE FUND						
Revenues	\$ 1,023,513	\$ 341,429	33.36%	\$ 343,330	\$ (1,901)	-0.55%
Expenses	1,022,914	745,437	72.87%	746,306	(869)	-0.12%
Net Profit (Loss)	<u>\$ 599</u>	<u>\$ (404,008)</u>		<u>\$ (402,976)</u>	<u>\$ (1,032)</u>	
INTEREST & SINKING DEBT FUND						
Revenues	\$ 376,661	\$ 265,955	70.61%	\$ 219,719	\$ 46,236	21.04%
Expenses	376,512	160,768	42.70%	175,972	(15,204)	-8.64%
Net Profit (Loss)	<u>\$ 149</u>	<u>\$ 105,187</u>		<u>\$ 43,747</u>	<u>\$ 61,440</u>	

CITY OF BURNET
FINANCIAL REPORT
FYTD JANUARY 2020

Acct #	Bank	Account Name	Account Type	Balance Jan 2020
Unrestricted Accounts				
984/2410	FSB	Operating Cash	Checking	\$ 1,657,539.49
		Less Claim on Cash for Airport		(55,214.40)
2329	FSB	Golf Course Petty Cash	Checking	2,219.04
2535	FSB	Operating Reserve	M/M	-
2352	FSB	Delaware Springs-Credit Card Acct	Checking	-
2378	FSB	Airport - Credit Card Acct	Checking	-
2386	FSB	Utility - Credit Card Acct	Checking	-
2469	FSB	Court - Credit Card Acct	Checking	-
2711100002	TexPool	Operating Reserve	Investment	4,262,588.88
Total Unrestricted				<u>\$ 5,867,133.01</u>

75 Day Reserve Requirement	3,308,000.00
Unrestricted Cash over 75 day reserve	<u>\$ 2,559,133.01</u>
90 Day Reserve Requirement	3,970,000.00
Unrestricted Cash over 90 day reserve	<u>\$ 1,897,133.01</u>

Restricted by Council

2711100004	TexPool	Capital Reserve	Investment	\$ 1,014,235.61
2711100011	TexPool	Capital Equipment Reserve	Investment	502,844.70
2711100012	TexPool	Capital - LCRA Credit	Investment	476,130.46
2188	FSB	Self Funded Equipment	M/M	950,918.44
Total Restricted by Council				<u>\$ 2,944,129.21</u>

Restricted by Purpose or Law

Acct #	Bank	Account Name	Account Type	Balance Jan 2020
1453	FSB	Bond Reserve	M/M	\$ 23,751.37
2402	FSB	Hotel Motel	M/M	78,865.69
2711100005	TexPool	Hotel Motel	Investment	60,043.64
2451	FSB	Construction Account	Checking	-
2485	FSB	PD Seizure	M/M	3,115.89
2493	FSB	Municipal Court Special Revenue	M/M	39,564.27
2519	FSB	Impact Fees - Water	M/M	119,377.09
2543	FSB	Airport Reserve	M/M	-
		Plus Airport Claim on Cash		55,214.40
2711100009	TexPool	Airport Reserve	Investment	618,628.18
2568	FSB	Benevolent Fund	Checking	-
2576	FSB	Interest & Sinking Acct	M/M	164,541.47
2584	FSB	Impact Fees - Wastewater	M/M	12,045.74
2592	FSB	BEDC	Super NOW	71,850.90
2711100008	TexPool	BEDC Project Fund	Investment	-
2711100010	TexPool	BEDC	Investment	826,794.72
2634	FSB	Benefit Trust Account	M/M	-
2675	FSB	Police Department Explorer Program	M/M	6,413.47
2691	FSB	Fire Department Explorer Program	M/M	4,590.31
3012	FSB	Franchise Fee Account	Super NOW	90,075.16
58776	FSB	Fire Dept. Community Acct	M/M	11,914.89
2711100007	TexPool	TWDB	Investment	1,187.55
2711100006	TexPool	TWDB	Investment	1,042.51
City of Burnet, Texas Combination Tax and Surplus Revenue Certificates of				
143033000	US Bank	Obligation, Series 2010 Escrow Account	Investment	3,187.99
82-020-01-0	Bank of	City of Burnet Ctsr 2012 TWDB Escrow	Investment	20,126.11
2711100013	TexPool	PD Bonds	Investment	2,417,075.99
62315	FSB	BEDC Bond Fund	Checking	52,583.42
62364	FSB	BEDC Project Fund	Checking	-
Total Restricted Cash				<u>\$ 4,681,990.76</u>

Total All Cash \$ 13,493,252.98

GENERAL CAPITAL PROJECT FUND					
DESCRIPTION	TOTAL PROJECT	2019-2020 BUDGET	FYTD JAN ACTUAL	% complete	BALANCE FOR 2019-2020
CAPITAL PROJECTS:					
Server Upgrade	\$ 75,000	\$ 75,000	\$ 7,953	11%	\$ 67,047
Computers/New Furniture	15,000	15,000	8,678	58%	6,322
Incode 10 Upgrade	30,000	30,000	-	0%	30,000
Comprehensive Plan	50,000	50,000	-	0%	50,000
AC Unit Replacements	115,000	115,000	8,108	7%	106,892
Property Acquisitions	-	-	169,568	100%	-
Police Department Facility	5,000,000	5,000,000	779,427	16%	4,220,573
PD Tasers	12,000	12,000	8,556	71%	3,444
HCHS Animal Shelter	10,000	10,000	3,500	35%	6,500
PD K-9	20,000	20,000	1,800	9%	18,200
PD Radios	10,000	10,000	-	0%	10,000
Microchipping Program	10,000	10,000	3,525	35%	6,475
Public Safety Mobile CAD	10,000	10,000	-	0%	10,000
FD Radios/Computers	20,000	20,000	-	0%	20,000
Burn Building / Training	300,000	300,000	34,412	11%	265,588
Street Dept Back Ho	125,000	125,000	-	0%	125,000
Street Overlay	400,000	400,000	24,044	6%	375,956
Park Improvements	100,000	100,000	14,370	14%	85,630
GHRC Capital Maintenance	50,000	50,000	-	0%	50,000
GHRC Teen Center	20,000	20,000	-	0%	20,000
	<u>\$ 6,372,000</u>	<u>\$ 6,372,000</u>	<u>\$ 1,063,941</u>	<u>17%</u>	<u>\$ 5,477,627</u>

BALANCE TO BE FUNDED FROM:		
OPERATING RESERVES	OTHER SOURCES	TOTAL
\$ 67,047	\$ -	\$ 67,047
6,322	-	6,322
30,000	-	30,000
50,000	-	50,000
106,892	-	106,892
-	-	-
-	4,220,573	4,220,573
3,444	-	3,444
6,500	-	6,500
18,200	-	18,200
10,000	-	10,000
6,475	-	6,475
10,000	-	10,000
20,000	-	20,000
115,588	150,000	265,588
125,000	-	125,000
375,956	-	375,956
85,630	-	85,630
50,000	-	50,000
20,000	-	20,000
<u>\$ 1,107,054</u>	<u>\$ 4,370,573</u>	<u>\$ 5,477,627</u>

GOLF COURSE CAPITAL PROJECT FUND					
DESCRIPTION	TOTAL COST	2019-2020 BUDGET	FYTD JAN ACTUAL	%	BALANCE FOR 2019-2020
CAPITAL PROJECTS:					
C/O - Course Improvement - Includes new pump station - \$76,683 and replacement of irrigation heads and valves with new sodding around irrigation heads.	\$ 100,000	\$ 100,000	\$ 76,683	77%	\$ 23,317

BALANCE TO BE FUNDED FROM:		
OPERATING RESERVES	OTHER SOURCES	TOTAL
\$ 23,317	\$ -	\$ 23,317

ELECTRIC CAPITAL PROJECT FUND					
DESCRIPTION	TOTAL COST	2019-2020 BUDGET	FYTD JAN ACTUAL	%	BALANCE FOR 2019-2020
CAPITAL PROJECTS:					
Subdivision Electrical Costs	\$ 150,000	\$ 150,000	\$ 37,937	25%	\$ 112,063

BALANCE TO BE FUNDED FROM:		
OPERATING RESERVES	OTHER SOURCES	TOTAL
\$ 112,063	\$ -	\$ 112,063

W/WW CAPITAL PROJECT FUND					
DESCRIPTION	TOTAL COST	2019-2020 BUDGET	FYTD JAN ACTUAL	%	BALANCE FOR 2019-2020
CAPITAL PROJECTS:					
Water System Improvements	\$ 175,000	\$ 175,000	\$ 24,317	0%	\$ 150,683
Professional Services	10,000	10,000	1,656	17%	8,344
SSES Line Improvements - Proj E	125,000	125,000	96,145	0%	28,855
SSES Line Improvements	150,000	150,000	4,948	3%	145,052
Oak Vista/CR 100 water line expansion	10,000	10,000	4,752	0%	5,248
Transfer Impact Fees	50,000	50,000	-	0%	50,000
	<u>\$ 520,000</u>	<u>\$ 520,000</u>	<u>\$ 131,818</u>	<u>25%</u>	<u>\$ 388,182</u>

BALANCE TO BE FUNDED FROM:		
OPERATING RESERVES	OTHER SOURCES	TOTAL
\$ 150,683	\$ -	\$ 150,683
-	8,344	8,344
-	28,855	28,855
-	145,052	145,052
5,248	-	5,248
-	50,000	50,000
<u>\$ 155,931</u>	<u>\$ 232,251</u>	<u>\$ 388,182</u>

AIRPORT CAPITAL PROJECT FUND					
DESCRIPTION	TOTAL COST	2019-2020 BUDGET	FYTD JAN ACTUAL	%	BALANCE FOR 2019-2020
CAPITAL PROJECTS:					
RAMP GRANT EXPENDITURES (2yrs)	\$ 100,000	\$ 100,000	\$ 15,731	16%	\$ 84,269
CAPITAL PROJECTS: Including FBO remodel, fire hydrants, and courtesy van					
	\$ 200,000	\$ 200,000	\$ 109,712	55%	\$ 90,288
	<u>\$ 300,000</u>	<u>\$ 300,000</u>	<u>\$ 125,444</u>	<u>42%</u>	<u>\$ 174,556</u>

BALANCE TO BE FUNDED FROM:		
OPERATING RESERVES	OTHER SOURCES	TOTAL
\$ 42,134	\$ 42,134	\$ 84,269
\$ 90,288	\$ -	\$ 90,288
<u>\$ 132,422</u>	<u>\$ 42,134</u>	<u>\$ 174,556</u>

TOTAL CAPITAL/OTHER PROJECTS					
DESCRIPTION	2019-2020 BUDGET	FYTD JAN ACTUAL	%	BALANCE FOR 2019-2020	
TOTAL CAPITAL/OTHER PROJECTS	\$ 7,442,000	\$ 1,435,824	19%	\$ 6,175,744	
TRANSFER TO CAPITAL EQUIPMENT RESERVES	-	-	#DIV/0!	-	
TOTAL CAPITAL/OTHER	<u>\$ 7,442,000</u>	<u>\$ 1,435,824</u>	<u>19%</u>	<u>\$ 6,175,744</u>	

BALANCE TO BE FUNDED FROM:		
OPERATING RESERVES	OTHER SOURCES	TOTAL
\$ 1,530,787	\$ 4,644,958	\$ 6,175,744
-	-	-
<u>\$ 1,530,787</u>	<u>\$ 4,644,958</u>	<u>\$ 6,175,744</u>