



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 **14th day of September, 2021** at **6:00** p.m. in the **Burnet Community Center**, 401 E. Jackson Street, Burnet, Tx. In order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) and to slow the spread of the Coronavirus (COVID-19).

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

The following subjects will be discussed, to-wit:

CALL TO ORDER:

ROLL CALL:

INVOCATION:

PLEDGE OF ALLEGIANCE:

PLEDGE TO TEXAS FLAG:

1. SPECIAL REPORTS/RECOGNITION:

- 1.1) August 2021 Permit Report: M. Imrie
- 1.2) Endeavors rapid housing/homeless prevention program: Charles Jenkins
- 1.3) Proclamation: Hunger Awareness Month: Mayor Bromley

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 August 24th, 2020 Regular City Council Meeting Minutes
- 2.2) Approval of the September 7th, 2021 Special City Council Meeting Minutes
- 2.3) Approval of the September 8th, 2021 Special City Council Meeting Minutes

3. PUBLIC HEARING:

3.1) Public Hearing on a proposal to increase total tax revenues by 9.48 percent or approximately \$310,000, and of that amount approximately \$133,000 is tax revenue to be raised from new property added to the tax roll this year. Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the change in the taxable value of your property in relation to the change in taxable value of all other property and the tax rate that is adopted: P. Langford.

3.2) Public Hearing: Public Hearing: The City Council of the City of Burnet shall conduct a public hearing to receive public testimony and comments on the merits of a request to rezone property located at 3401 S Water Street (Legal Description: 4.196 ACRES, OUT OF THE SAMUEL HAZLETT SURVEY NO. 6, ABS. NO. 401). The request is to rezone the property from its present designation of Light Commercial – District “C-1” and Agricultural District – District “A” to a designation of Heavy Commercial – District “C-3”: L. Kimbler

3.3) Public Hearing: The City Council of the City of Burnet will conduct a public hearing to receive public testimony and comments on the merits of a request to rezone property located at 806 East League Street (Legal Description: PORTION OF 5 ACRE BLK. 8, KERR DONATION, 1.225 ACRES). The request is to rezone the property from its present designation of Light Commercial – District “C-1” to a designation of Single-family Residential – District “R-1”: M. Imrie

3.4) Public Hearing: City Council shall conduct a Public Hearing where all persons shall have the right to give testimony and comments on the proposed voluntary annexation of 75.87 acres of real property located west of the city limits and south of Texas Hwy. 29: H. Erkan

3.5) Public Hearing: City Council shall conduct a Public Hearing where all persons shall have the right to give testimony and comments on the proposed annexation of certain city owned land located near County Road 100 and Delaware Springs Golf Course: H. Erkan

4. ACTION ITEMS:

4.1) City Council shall receive information from the City Manager on the status of the COVID-19 pandemic's impact on the City and may discuss, give direction, or take action to implement, extend, modify, or terminate plans or programs in response to

the pandemic: D. Vaughn

4.2) Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AMENDING THE CODE OF ORDINANCES CHAPTER 1 (ENTITLED "GENERAL PROVISIONS"); SECTION 1-6 (ENTITLED GENERAL "PENALTY FOR VIOLATIONS OF THE CODE PROVIDING FOR PENALTY") BY RENAMING AND RECODIFYING THE SECTION (TO BE ENTITLED "PENALTIES AND CREDIT CARD PROCESSING FEES") AND ESTABLISHING A FEE FOR THE USE OF A CREDIT CARD FOR PAYMENT OF A FEE, FINE, PENALTY, UTILITY CHARGE, OR OTHER CHARGE, EXCEPT GOLF COURSE CHARGES; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: D. Vaughn

4.3) Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE ADOPTING THE OFFICIAL BUDGET FOR THE CITY OF BURNET, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022, PROVIDING FOR THE INVESTMENT OF FUNDS; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: P. Langford

4.4) Discuss and consider action: A RESOLUTION RATIFYING THE CITY OF BURNET 2021-2022 FISCAL YEAR ADOPTED BUDGET THAT CONTAINS A PROPERTY TAX RATE THAT RAISES MORE TOTAL PROPERTY TAXES THAN THE PREVIOUS YEAR: P. Langford

4.5) Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS LEVYING AD VALOREM TAXES FOR USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND TERMINATING SEPTEMBER 30, 2022; PROVIDING FOR APPORTIONING EACH LEVY FOR SPECIFIC PURPOSES; AND PROVIDING WHEN TAXES SHALL BECOME DUE AND WHEN SAME SHALL BECOME DELINQUENT IF NOT PAID; PROVIDING OPEN MEETINGS CLAUSES AND PROVIDING FOR AN EFFECTIVE DATE: P. Langford

4.6) Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET PROVIDING FOR THE VOLUNTARY EXTENSION OF THE CITY LIMITS THE CITY OF BURNET, TEXAS BY THE ANNEXATION OF; 75.87 ACRES OF REAL PROPERTY LOCATE WEST OF THE CITY LIMITS AND SOUTH OF TEXAS HWY 29; AMENDING THE OFFICIAL CITY LIMITS MAP OF THE CITY OF BURNET TO REFLECT THE VOLUNTARY ANNEXATION OF THE AREA DESCRIBED HEREIN; AND PRESCRIBING AN EFFECTIVE DATE: H. Erkan

4.7) Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET AMENDING ORDINANCE NO. 2020-17 AND PROVIDING FOR THE VOLUNTARY EXTENSION OF THE CITY LIMITS THE CITY OF BURNET, TEXAS BY THE ANNEXATION OF CERTAIN CITY OWNED LAND LOCATED NEAR COUNTY ROAD 100 AND DELAWARE SPRINGS GOLF COURSE; AMENDING THE OFFICIAL CITY LIMITS MAP OF THE CITY OF BURNET TO REFLECT THE VOLUNTARY ANNEXATION OF THE AREA DESCRIBED HEREIN; AND PRESCRIBING AN EFFECTIVE DATE: H. Erkan

4.8) Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AMENDING CODE OF ORDINANCE CHAPTER 2 (ENTITLED "ADMINISTRATION"), ARTICLE III, (ENTITLED "ADVISORY BODIES"); AND ADDING A NEW SECTION 2-49 (ENTITLED "POLICE DEPARTMENT CITIZEN ADVISORY BOARD"); PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: B. Lee

4.9) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, SELECTING THE FIRM FREESE AND NICHOLS TO PROVIDE PROFESSIONAL PLANNING SERVICES RELATED TO CREATING A NEW COMPREHENSIVE PLAN FOR THE CITY OF BURNET AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE A CONTRACT FOR FINAL CITY COUNCIL APPROVAL: D. Vaughn

4.10) Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY DESCRIBED AS 3401 S WATER STREET (LEGAL DESCRIPTION: 4.196 ACRES, OUT OF THE SAMUEL HAZLETT SURVEY NO. 6, ABS. NO. 401) WITH HEAVY COMMERCIAL – DISTRICT "C-3": CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: L. Kimbler

4.11) Discuss and consider action: FIRST READING AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY DESCRIBED AS AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY DESCRIBED AS 806 EAST LEAGUE STREET (LEGAL DESCRIPTION: PORTION OF 5 ACRE BLK. 8, KERR DONATION, 1.225 ACRES) WITH SINGLE FAMILY RESIDENTIAL "R-1" ZONING CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE : M. Imrie

4.12) Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING AN AGREEMENT WITH

DELAWARE SPRINGS RANCH INVESTMENTS LLC, RELATING TO THE DEVELOPMENT OF DELAWARE SPRINGS SECTION 24, AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT ON BEHALF OF THE CITY. H. Erkan

4.13) A RESOLUTION OF THE CITY COUNCIL OF BURNET, TEXAS APPROVING AN AGREEMENT WITH GRANITE PARTNERS LLC FOR THE PROVISION OF UP TO 75 LIVING UNIT EQUIVALENT OF WHOLESALE WATER TO SERVE REED RANCH; APPROVING A WHOLESALE WATER AGREEMENT; APPROVING THE CONVEYANCE OF 4.93 ACRES TO THE CITY AND APPROVING A PARTIAL RELEASE OF GRANITE PARTNERS LLC' S EASEMENT RIGHTS: H. Erkan

5. EXECUTIVE SESSION:

5.1) Executive Session: Pursuant to Texas Government Section 551.074 (entitled *deliberations to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee*) City Council shall convene in executive session to discuss the possible appointment of a presiding municipal court judge: D. Vaughn

6. RECONVENE TO REGULAR SESSION:

6.1) Discuss and consider action: City Council shall reconvene to regular session and may take appropriate action on matters discussed in Executive Session.

7. REQUESTS FROM COUNCIL FOR FUTURE REPORTS: In accordance with Resolution R2020-28 councilmembers may request the City Manager to prepare and present future report on matters of public interest.

8. ADJOURN:

Dated this the 10th day of September, 2021

**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 September 10, 2021 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).



Development Services Monthly Report- August 2021

SEPTEMBER 14, 2021

Residential Permits

Permit Type	August-2021	Year-to-Date
New Residential	7	73
Other Residential	31	305

Commercial Permits

August-2021	Year-to-Date
1 permit	11 permits

Code Enforcement Activity

August-2021		Year-to-Date	
Cemetery Plots	19	Cemetery Plots	69
Tall Grass/Weeds	8	Tall Grass/Weeds	77
Junk Vehicles	3	Junk Vehicles	44
Other	83	Other	171

Questions





Proclamation

OF THE MAYOR AND CITY COUNCIL FOR THE
CITY OF BURNET

Whereas, the Burnet County Hunger Alliance was organized in July 2016, and

Whereas, the Burnet County Hunger Alliance is a Volunteer group of community leaders and organizations committed to ending hunger in our county, and

Whereas, Burnet County Hunger Alliance has proclaimed September as Hunger Awareness Month and September 19-25, 2021 as Hunger Awareness Week, and

Whereas, September is Texas Hunger Action Month, and Burnet County will join the State efforts to eliminate Hunger in the State of Texas, and

Whereas, through a national effort, Burnet County Hunger Alliance with Burnet County Citizens and community members are encouraged to join together to raise awareness of Hunger and reduce hunger in Burnet County, State of Texas and nationally, and

Whereas, each year in September we encourage all Burnet County citizens to join the Burnet County Hunger Alliance in increasing awareness to eliminating hunger in Burnet County by

- Donating to Local Food Banks and Charities;
- Volunteering at your Local Food Bank;
- Volunteering at your Local Meals on Wheels and churches providing Community Meals;
- Taking a tour of Local Food Banks; and

Donating funds you would spend on lunch to your Local Food Bank, and

Whereas, this effort will give Burnet County neighbors and community members an improved knowledge of resources and how to help reduce hunger in Burnet County.

Now, therefore, be it proclaimed, that I, Crista Goble Bromley, Mayor of the City of Burnet on behalf of the City Council, of the City of Burnet, Texas, do hereby declare September 2021 to be observed as

Burnet County Hunger Awareness Month

in the City of Burnet, Texas.

In witness thereof, I hereunto set my hand and caused the seal of the City of Burnet to be affixed this 14th day of September 2021.

Crista Goble Bromley

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

On this the 24th day of August, 2021, the City Council of the City of Burnet convened in Regular Session, at 6:00 p.m. at the Burnet Community Center, 401 E. Jackson Street, Burnet, TX thereof with the following members present, to-wit:

Mayor Crista Goble Bromley
Council Members Ricky Langley, Danny Lester, Joyce Laudenschlager, Mary Jane Shanes, Cindia Talamantez
Via Video Conference Philip Thurman
City Manager David Vaughn
City Secretary Kelly Dix

Guests: Patricia Langford, Alan Burdell, Brian Lee, Tony Nash, Mark Miller, Mark Ingram, Kelli Sames, Adrienne Field, Leslie Kimbler

Call to Order: Mayor Bromley called the meeting to order at 6:00 p.m.

INVOCATION: Led by Mayor Bromley

PLEDGE OF ALLEGIANCE:

PLEDGE TO TEXAS FLAG: Pledges led by Council Member Ricky Langley

SPECIAL REPORTS/RECOGNITION:

Proclamation: COVID 19: Mayor Bromley: Mayor Bromley presented the proclamation encouraging citizens to actively adhere to the Center of Disease Control (CDC) guidelines, Texas Department of State Health Services (DSHS) guidelines and the recommendations of the Burnet County Health Authority regarding COVID 19.

July 2021 Financial Report: P. Langford: Director of Finance Patricia Langford reviewed the July 2021 financial report with all present. The report included a review of all fund revenues, expenses, and projections for fiscal year end totals.

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 August 10th, 2020 Regular City Council Meeting Minutes: Council Member Cindia Talamantez moved to approve the consent agenda as presented. Council Member Joyce Laudenschlager seconded. The motion carried unanimously.

PUBLIC HEARING:

Public Hearing: For the 2021-2022 Fiscal Year Budget for the City of Burnet: P. Langford: Mayor Bromley opened the public hearing and asked if anyone was interested in speaking, if so to approach the podium. There being no one wishing to speak, Mayor Bromley closed the public hearing.

Public Hearing on a proposal to increase total tax revenues by 9.48 percent or approximately \$310,000, and of that amount approximately \$133,000 is tax revenue to be raised from new property added to the tax roll this year. Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the change in the taxable value of your property in relation to the change in taxable value of all other property and the tax rate that is adopted: P. Langford: Mayor Bromley opened the public hearing and asked if anyone was interested in speaking, if so to approach the podium. There being no one wishing to speak, Mayor Bromley closed the public hearing.

ACTION ITEMS:

City Council shall receive information from the City Manager on the status of the COVID-19 pandemic's impact on the city and may discuss, give direction, or take action to implement, extend, modify, or terminate plans or programs in response to the pandemic: D. Vaughn: Fire Chief Mark Ingram updated Council on the current status of the COVID 19 Pandemic. Chief Ingram reported that currently there are five hundred and forty one (541) active cases, eighty (80) fatality cases in Burnet County, and there are only five (5) ICU beds available in the region.

The fire department is continuing to do COVID testing as well as testing for Type A and/or B Flu. The cost is now twenty five dollars (\$25.00) as the cost of testing supplies has gone down. There were ninety (90) citizens tested in the past three and a half days with a 40% positivity rate. Testing is available Monday through Friday. The Fire Department will be holding an immunization clinic at the Community Center on August 27th, 2021 for citizens eighteen (18) years and older.

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY LEGALLY DESCRIBED AS: VANDERVEER/ALEXANDER, ALL OF LOTS 1 & 2, AND PORTION OF LOTS 3 & 4, BLK 17, 1.48 ACRES WITH TOWNHOMES – DISTRICT “R-2A” ZONING CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: L. Kimbler: Council Member Danny Lester moved to approve and adopt Ordinance No. 2021-27 as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY LEGALLY DESCRIBED AS 1601 EAST POLK STREET (LEGAL DESCRIPTION: ABS A1525 SARAH ANN GUEST, 3.0 ACRES) WITH “G” – GOVERNMENT AND PUBLIC INSTITUTIONAL DISTRICT ZONING CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: L. Kimbler: Council Member Joyce Laudenschlager moved to approve and adopt Ordinance No. 2021-28 as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY LEGALLY DESCRIBED AS 1701 EAST POLK STREET (LEGAL DESCRIPTION: ABS A1525 SARAH ANN GUEST, 11.32 ACRES) WITH “G” – GOVERNMENT AND PUBLIC INSTITUTIONAL DISTRICT ZONING CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: L. Kimbler: Council Member Ricky Langley moved to approve and adopt Ordinance No. 2021-29 as presented. Council Member Joyce Laudenschlager seconded. The motion carried unanimously.

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY LEGALLY DESCRIBED AS 501 COKE STREET (LEGAL DESCRIPTION: ABS A1525 SARAH ANN GUEST, TRACT PT OF 28B, 2.275 ACRES) WITH “G” – GOVERNMENT AND PUBLIC INSTITUTIONAL DISTRICT ZONING CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: L. Kimbler: Council Member Joyce Laudenschlager moved to approve and adopt Ordinance No. 2021-30 as presented. Council Member Ricky Langley seconded. The motion carried unanimously.

Discuss and consider action: FIRST READING OF AN ORDINANCE ADOPTING THE OFFICIAL BUDGET FOR THE CITY OF BURNET, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022, PROVIDING FOR THE INVESTMENT OF FUNDS; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: P. Langford: Council Member Danny Lester moved to approve the first reading of Ordinance No. 2021-31 as presented. Council Member Mary Jane Shanes seconded. City Secretary Kelly Dix called the roll vote. Council Members Lester, Thurman, Shanes, Talamantez, Laudenschlager, Langley and Mayor Bromley all voted in favor. There were no votes against and no abstentions. The motion carried unanimously with seven (7) in favor, zero (0) opposed and zero (0) abstentions.

Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS LEVYING AD VALOREM TAXES FOR USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND TERMINATING SEPTEMBER 30, 2022; PROVIDING FOR APPORTIONING EACH LEVY FOR SPECIFIC PURPOSES; AND PROVIDING WHEN TAXES SHALL BECOME DUE AND WHEN SAME SHALL BECOME DELINQUENT IF NOT PAID; PROVIDING OPEN MEETINGS CLAUSES AND PROVIDING FOR AN EFFECTIVE DATE: P. Langford: Council Member Mary Jane Shanes moved that the property tax rate be increased by the adoption of a

tax rate of \$0.6131 on each \$100.00 valuation of property, which is effectively a 2.1 percent increase in the tax rate as presented in the first reading of Ordinance 2021-32. Council Member Philip Thurman seconded. City Secretary Kelly Dix called a roll vote. Council Members Lester, Thurman, Shanes, Talamantez, Laudenschlager, Langley and Mayor Bromley all voted in favor. There were no votes against and no abstentions. The motion carried unanimously with seven (7) in favor, zero (0) opposed and zero (0) abstentions.

Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET PROVIDING FOR THE VOLUNTARY EXTENSION OF THE CITY LIMITS THE CITY OF BURNET, TEXAS BY THE ANNEXATION OF; 75.87 ACRES OF REAL PROPERTY LOCATE WEST OF THE CITY LIMITS AND SOUTH OF TEXAS HWY 29; AMENDING THE OFFICIAL CITY LIMITS MAP OF THE CITY OF BURNET TO REFLECT THE VOLUNTARY ANNEXATION OF THE AREA DESCRIBED HEREIN; AND PRESCRIBING AN EFFECTIVE DATE: H. Erkan: Council Member Joyce Laudenschlager moved to approve the first reading of Ordinance No. 2021-33 as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET AMENDING ORDINANCE NO. 2020-17 AND PROVIDING FOR THE VOLUNTARY EXTENSION OF THE CITY LIMITS THE CITY OF BURNET, TEXAS BY THE ANNEXATION OF CERTAIN CITY OWNED LAND LOCATED NEAR COUNTY ROAD 100 AND DELAWARE SPRINGS GOLF COURSE; AMENDING THE OFFICIAL CITY LIMITS MAP OF THE CITY OF BURNET TO REFLECT THE VOLUNTARY ANNEXATION OF THE AREA DESCRIBED HEREIN; AND PRESCRIBING AN EFFECTIVE DATE: H. Erkan: Council Member Mary Jane Shanes moved to approve the first reading of Ordinance No. 2021-34 as presented. Council Member Cindia Talamantez seconded. The motion carried unanimously.

Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AMENDING THE CODE OF ORDINANCES CHAPTER 1 (ENTITLED "GENERAL PROVISIONS"); SECTION 1-6 (ENTITLED GENERAL "PENALTY FOR VIOLATIONS OF THE CODE PROVIDING FOR PENALTY") BY RENAMING AND RECODIFYING THE SECTION (TO BE ENTITLED "PENALTIES AND CREDIT CARD PROCESSING FEES") AND ESTABLISHING A FEE FOR THE USE OF A CREDIT CARD FOR PAYMENT OF A FEE, FINE, PENALTY, UTILITY CHARGE, OR OTHER CHARGE, EXCEPT GOLF COURSE CHARGES; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: D. Vaughn: Mayor Bromley moved to approve the first reading of Ordinance No. 2021-35 as presented. Council Member Philip Thurman seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, CREATING A NEW PERSONNEL POLICY, MENTAL HEALTH LEAVE FOR PUBLIC SAFETY EMPLOYEES, OF THE PERSONNEL POLICY MANUAL BY UPDATING AND CLARIFYING POLICY REQUIREMENTS: K. Sames: Council Member Cindia Talamantez moved to approve Resolution No. R2021-40 as presented. Council Member Joyce Laudenschlager seconded. The motion carried unanimously.

Discuss and consider action: Authorization to establish a Citizen Advisory Board for the Burnet Police Department: B. Lee: Council Member Danny Lester made a motion to authorize and approve the Burnet Police Department to establish a Citizen Advisory Board as presented. Council Member Ricky Langley seconded. The motion carried unanimously.

Discuss and consider action: Direction to staff on review process for RFQ (Request for Qualifications) 2021-02 Presiding Municipal Judge: D. Vaughn: Council Member Danny Lester made a motion directing staff to schedule interviews with the individuals that submitted qualification packets for the Presiding Municipal Judge 2012-02 Request for Qualifications (RFQ) to be held in a City Council Workshop with the entire Council. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

Discuss and consider action: Authorize renewal of the Animal Shelter/Adoption Center agreement with the Hill Country Humane Society: B. Lee: Council Member Danny Lester made a motion to approve and authorize the renewal of the Animal Shelter/Adoption Center agreement with the Hill Country Humane Society as presented. Council Member Cindia Talamantez seconded. The motion carried unanimously.

REQUESTS FROM COUNCIL FOR FUTURE REPORTS: In accordance with Resolution R2020-28 councilmembers may request the City Manager to prepare and present future report on matters of public interest:

None.

ADJOURN: There being no further business a motion to adjourn was made by Council Member Mary Jane Shanes at 6:52 p.m. Seconded by Council Member Joyce Laudenschlager. The motion carried unanimously.

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Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

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

On this the 7th day of September, 2021, the City Council of the City of Burnet convened in Special Session, at 5:30 p.m. at the Burnet Community Center, 401 E. Jackson Street, Burnet, TX thereof with the following members present, to-wit:

Mayor	Crista Goble Bromley
Council Members	Ricky Langley, Danny Lester, Mary Jane Shanes, Cindia Talamantez, Philip Thurman
Absent	Joyce Laudenschlager
City Manager	David Vaughn
City Secretary	Kelly Dix

Guests: Patricia Langford, Brian Lee

Call to Order: Mayor Bromley called the meeting to order at 5:30 p.m.

SPECIAL REPORTS/PRESENTATIONS:

Municipal Court operations: H. Erkan, Jr.: Assistant City Manager Habib Erkan, Jr. presented all present with an overview of the court structure and operations for the City of Burnet. Court of Record and Non-Court of Record were explained as well.

EXECUTIVE SESSION: Council Member Mary Jane Shanes moved to convene to Executive Session at 6:02 p.m. Council Member Cindia Talamantez seconded. The motion carried unanimously.

The Council reserves the right to enter into closed session in accordance with the provision of the Open Meetings Act, Texas Government Code, Chapter 551, Subsection 551.074; Deliberations to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee as listed below:

A.) Kevin Madison

B.) Roxanne Nelson

C.) Tina Morgan

RECONVENE TO REGULAR SESSION: Council Member Danny Lester moved to re-convene to Regular Session at 8:43 p.m. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

City Council shall reconvene to regular session and may take appropriate action on matters discussed in Executive Session: No action taken.

ADJOURN: There being no further business a motion to adjourn was made by Council Member Mary Jane Shanes at 8:45 p.m. Seconded by Council Member Cindia Talamantez. The motion carried unanimously.

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Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

Kelly Dix, City Secretary



Administration

ITEM 3.1

Patricia Langford
Director of Finance
(512)-715-3205
plangford@cityofburnet.com

Agenda Item Brief

Meeting Date: September 14, 2021

Agenda Item: Public Hearing: Public Hearing on a proposal to increase total tax revenues by 9.48 percent or approximately \$310,000, and of that amount approximately \$133,000 is tax revenue to be raised from new property added to the tax roll this year. Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the change in the taxable value of your property in relation to the change in taxable value of all other property and the tax rate that is adopted: P. Langford.

Background: This is a required public hearing for the adoption of the tax rate of \$.6131/\$100.

Information: The Certified Tax Roll from the Central Appraisal District increased by approximately 10.66 percent. This increase is the result of new property added and adjusted property values.

Fiscal Impact: If the City of Burnet adopts the proposed tax rate of \$.6131/\$100, and assumes a 95.5% collection rate, the city would receive an estimated \$160,000 more in M&O and an additional \$150,000 in I&S ad valorem tax over the current year projection due to increased valuations and growth.

Recommendation: N/A

CITY OF BURNET - PROPOSED BUDGET 2021-2022

PUBLIC HEARING ON PROPOSED TAX INCREASE

PROPOSED TAX RATE = .6131/100

Current Tax Rate = .6181/100

- Greater than the No-new revenue tax rate which means the City is proposing to increase property taxes
- Proposed rate will raise more property taxes than last year's budget by approximately \$310,000 or 9%
- \$132,779 is tax revenue to be raised from new property added to the roll this year
- Fiscal impact to the General Fund is a \$160,000 increase from last year's budget (assuming a 95.5% collection rate)
- Each \$.01 increase in the tax rate generates approximately \$47,000 in property taxes

- *Voter-Approved tax rate for FY 2021-2022 is .6387/100. Highest tax rate the City can adopt without being subject to either a petition from the voters for an election or an automatic election depending on the adopted rate.*
- *No-new revenue tax rate for FY 2021-2022 is .5692/100. The rate for the 2021 tax year that will raise the same amount of property tax revenue for City of Burnet from the same properties in both the 2020 and the 2021 tax year.*



Development Services

ITEM 3.2

Leslie Kimbler
Interim Planner I
512-715-3206
lkimbler@cityofburnet.com

Agenda Item Brief

Meeting Date: September 14, 2021

Agenda Item: Public Hearing: The City Council of the City of Burnet shall conduct a public hearing to receive public testimony and comments on the merits of a request to rezone property located at 3401 S Water Street (Legal Description: 4.196 ACRES, OUT OF THE SAMUEL HAZLETT SURVEY NO. 6, ABS. NO. 401). The request is to rezone the property from its present designation of Light Commercial – District “C-1” and Agricultural District – District “A” to a designation of Heavy Commercial – District “C-3”: L. Kimbler

Background: The subject property is located at the corner of South Highway 281 and John W Hoover Parkway. The property currently consists of three tracts, two of which are zoned “A” for Agricultural and one tract zoned as Light Commercial “C-1”. The two tracts zoned “A” abut the city limits. Currently, city water and sewer are available at the site; the property is located within PEC’s electrical territory.

Information: The applicant is seeking the requested rezone to allow for a recreational vehicle sales and service center. In June of this year, Council passed an ordinance that would allow the sales, service and storage of Boats and Recreational Vehicles in a Heavy Commercial – District “C-3” zoning.

Staff Analysis: The Future Land Use Map (Exhibit B) designation for the area is commercial. The proposed Heavy Commercial – District “C-1” zoning is appropriate in this area.

Properties adjacent to the subject property are zoned as follows:

	North	South	East	West
Zoning	“C-3”	“A”	“ETJ”	“C-3”
FLUM	Government	Commercial	Residential	Commercial
Land Use	Hospital	Vacant	Vacant	Storage Units

Public Notification: A Notice of Public Hearing was published in the Burnet Bulletin on August 25, 2021, and written notices were mailed to six (6) surrounding property owners within 200 feet of the subject property. There have been zero responses in favor and zero responses in opposition.

P&Z Report: P&Z conducted a scheduled public hearing and recommended approval of the requested zone change on September 7, 2021.

Exhibit "A"
Location & Current Zoning Map

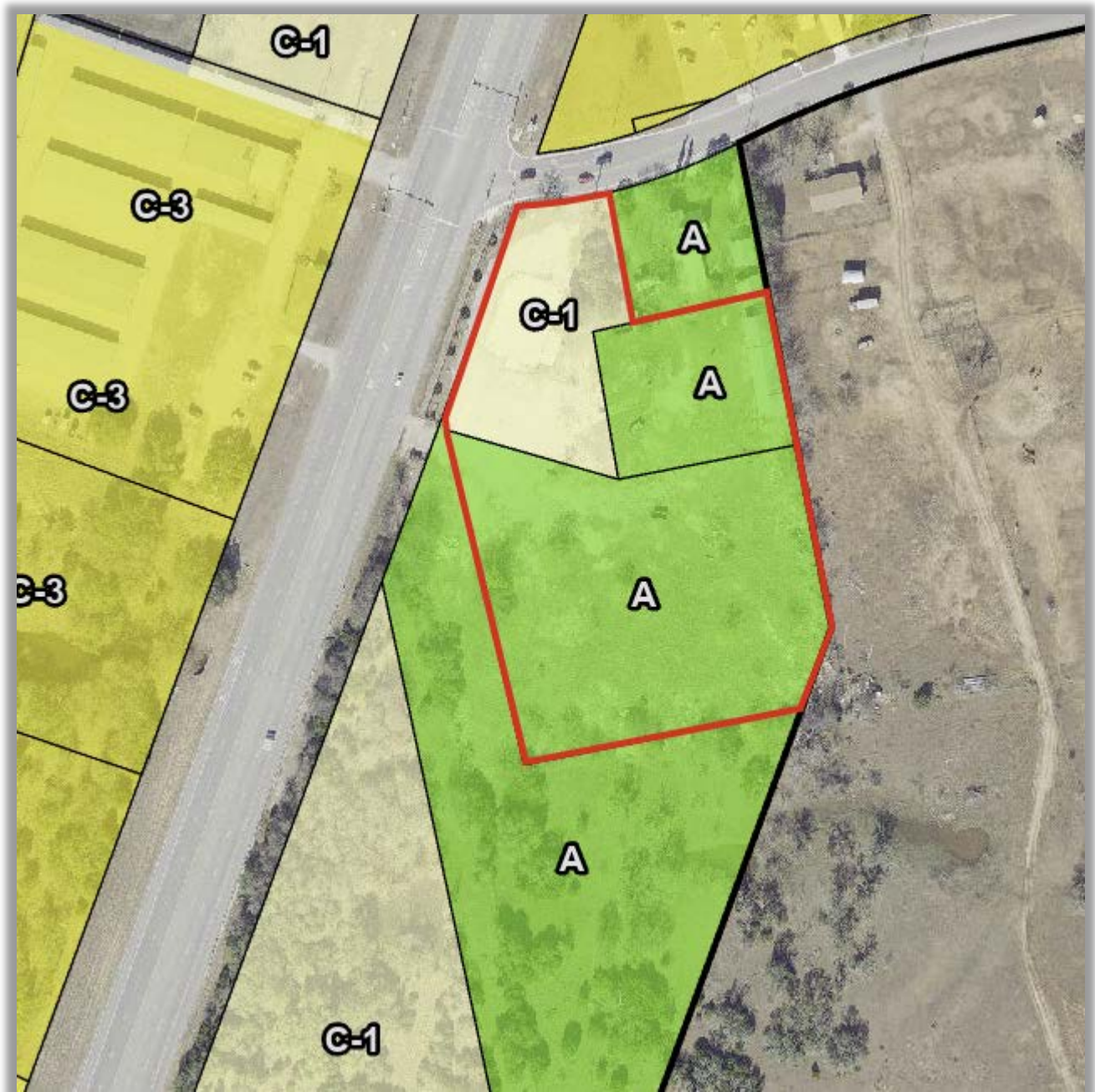
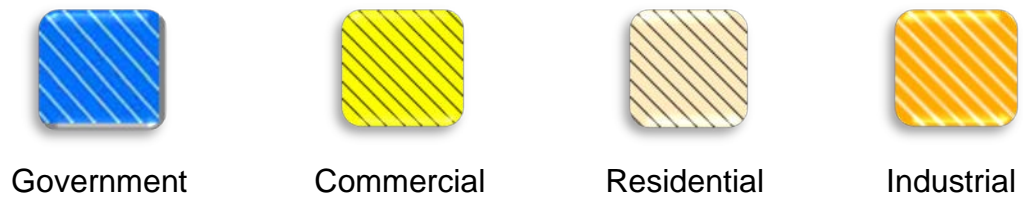
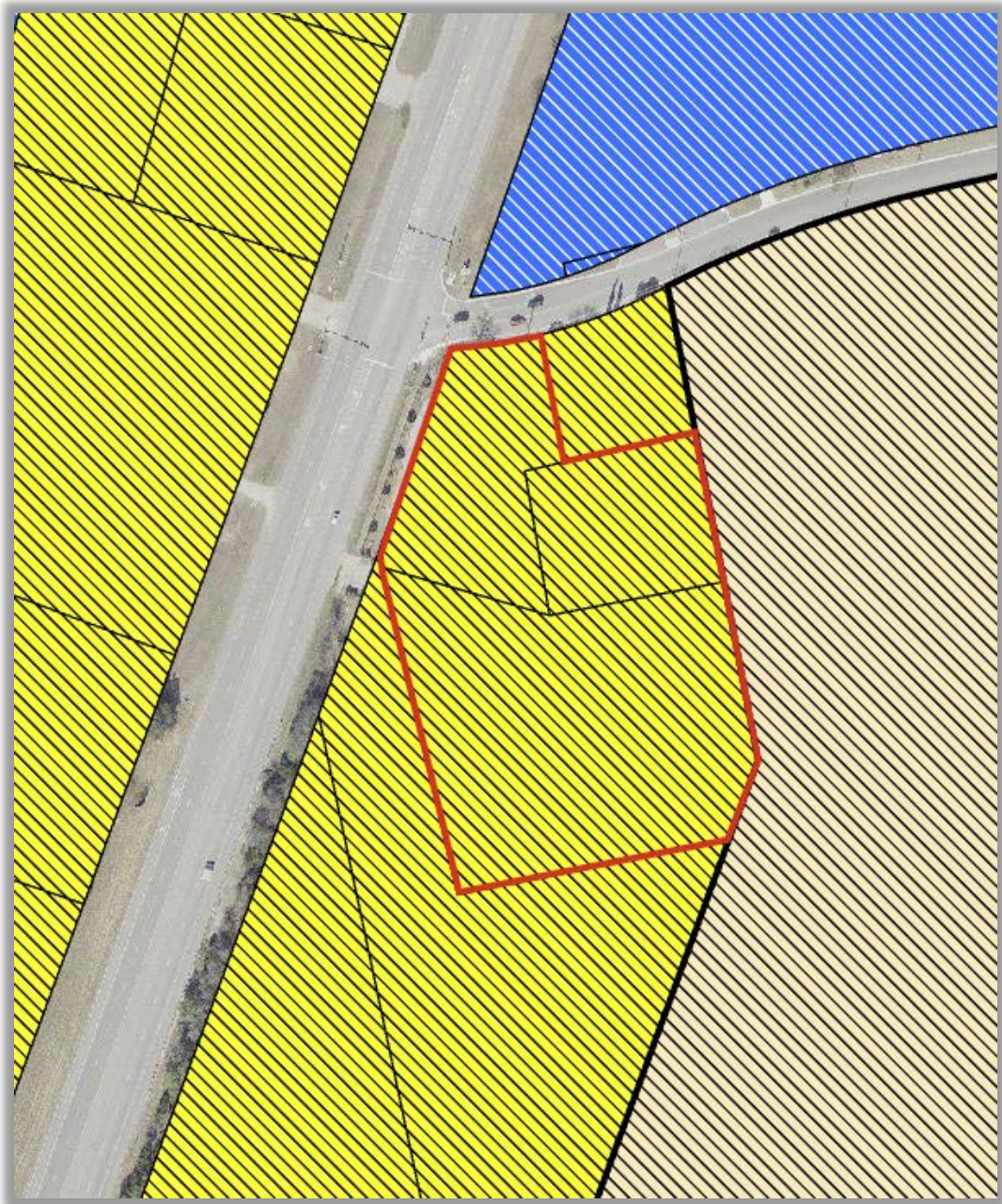


Exhibit "B"
Future Land Use Map



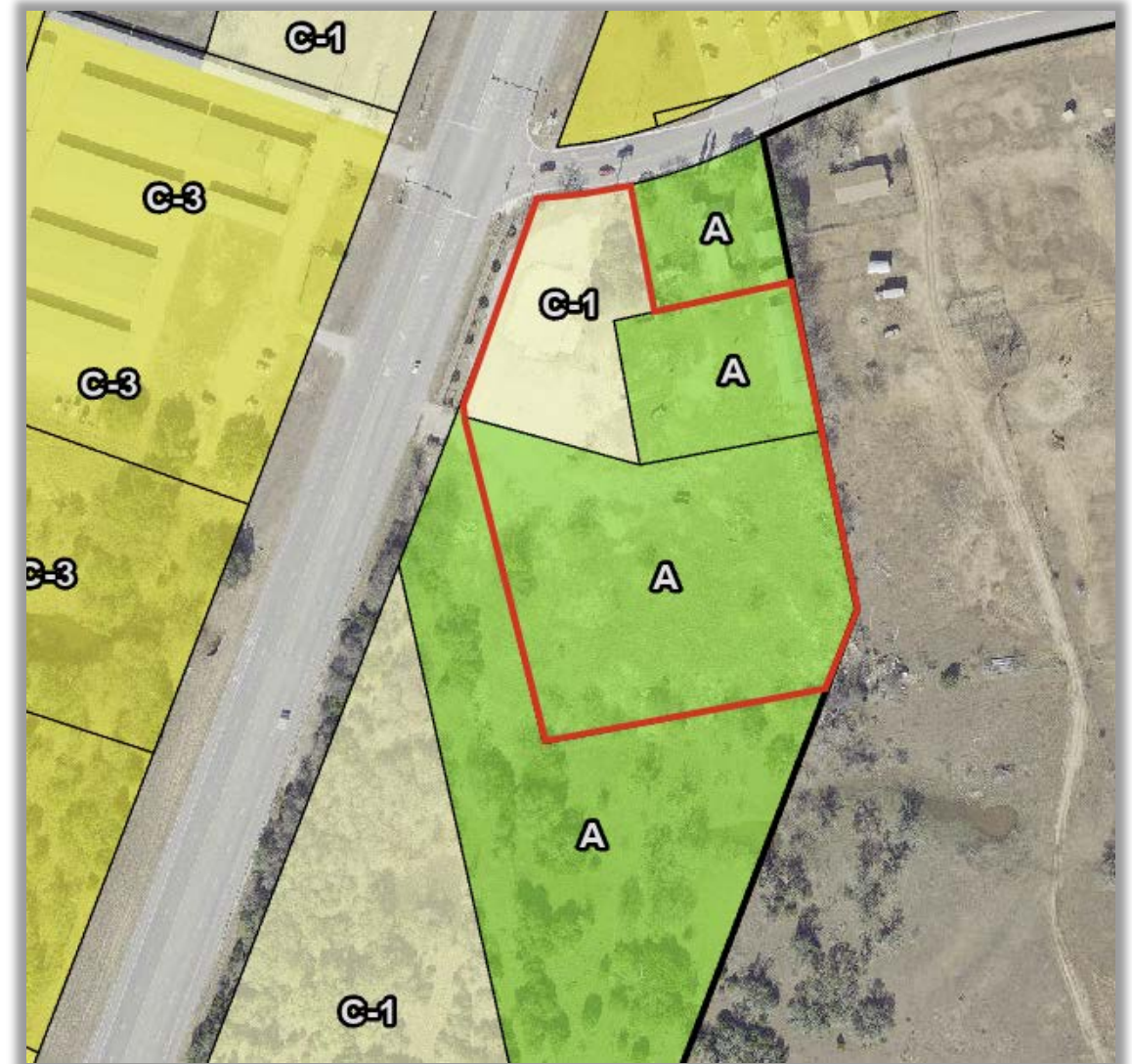
Public Hearing: Item 3.2

The City Council of the City of Burnet shall conduct a public hearing to receive public testimony and comments on the merits of a request to rezone property located at 3401 S Water Street (Legal Description: 4.196 ACRES, OUT OF THE SAMUEL HAZLETT SURVEY NO. 6, ABS. NO. 401). The request is to rezone the property from its present designation of Light Commercial – District “C-1” and Agricultural District – District “A” to a designation of Heavy Commercial – District “C-3”

Public Hearing

Information:

- Current Zoning:
Light Commercial – District “C-1” &
Agricultural – District “A”
- Requested Zoning:
Heavy Commercial – District “C-3”
 - ❖ Allow for a recreational vehicle sales and service center
 - ❖ District “C-3” allows for the sales, service and storage of Boats and Recreational Vehicles



Public Hearing

Future Land Use Map:



Government

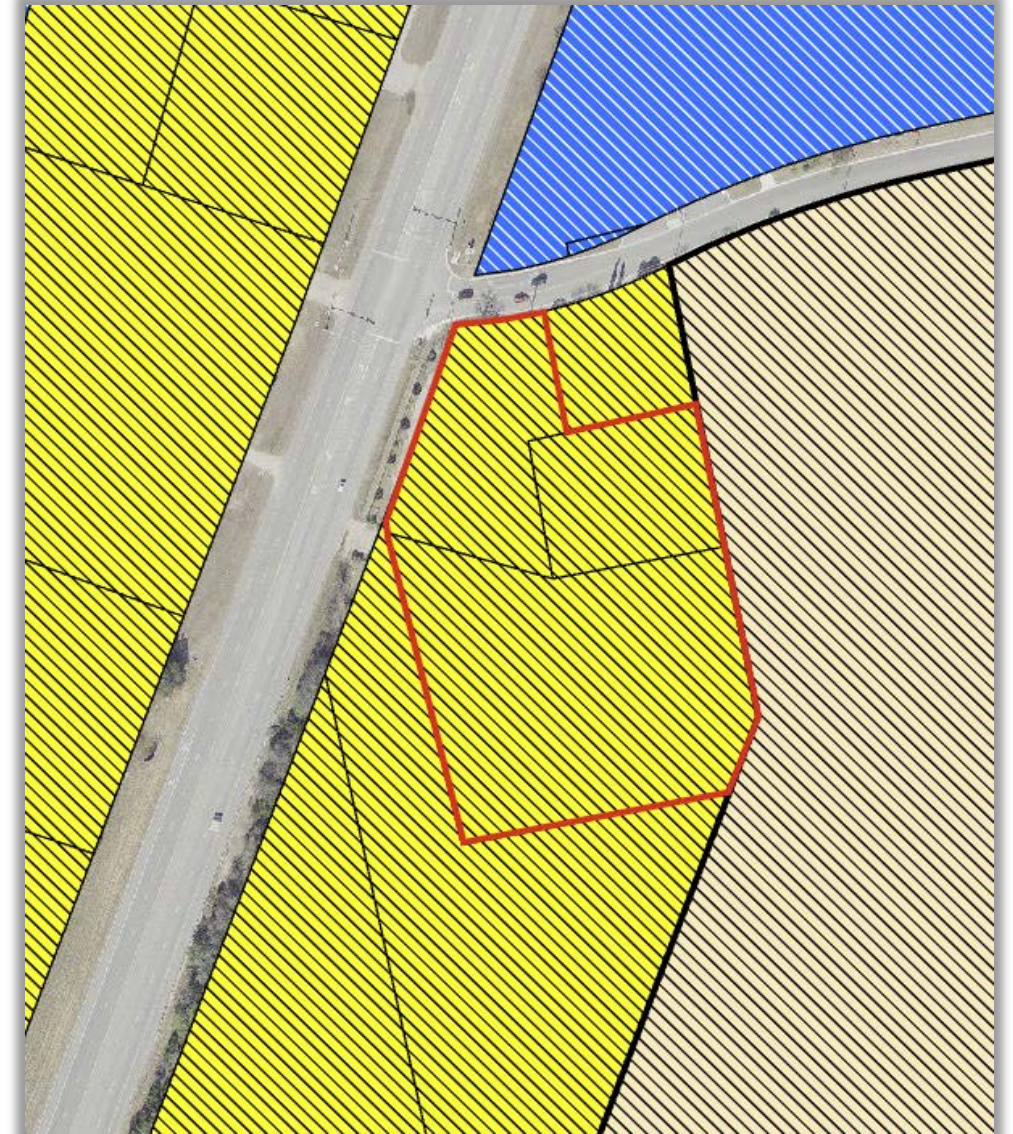
Commercial

Residential

Open Space

	North	South	East	West
Zoning	"C-3"	"A"	"ETJ"	"C-3"
FLUM	Government	Commercial	Residential	Commercial
Land Use	Hospital	Vacant	Vacant	Storage Units

The Future Land Use Map designation for the area is Commercial. The proposed Heavy Commercial – District "C-3" zoning is appropriate for this area.



Public Hearing

Public Notification:

- Written notices were mailed to six (6) surrounding property owners
- No responses in support or opposition have been received
- P&Z recommended approval of the requested zone change on September 7, 2021





Development Services

ITEM 3.3

Matt Imrie
Development Service Coordinator
512-715-3206
mimrie@cityofburnet.com

Agenda Item Brief

Meeting Date: September 14, 2021

Agenda Item: Public Hearing: The City Council of the City of Burnet shall conduct a public hearing to receive public testimony and comments on the merits of a city-initiated request to rezone property located at 806 East League Street (Legal Description: PORTION OF 5 ACRE BLK. 8, KERR DONATION, 1.225 ACRES). The request is to rezone the property from its present designation of Light Commercial District "C-1" to a designation of Single Family Residential- District "R-1": M. Imrie

Background: This property was identified by staff as being incorrectly zoned as Light Commercial- District "C-1". Staff was also notified by the property owner that due to the incorrect zoning, he was unable to re-finance the property until the zoning was correct.

Information: Staff recommends "Single Family Residential- District "R-1" classification for the property. This is consistent with the FLUM.

Staff Analysis: The Future Land Use Map (Exhibit B) designation for the area is Government. As the property abuts other residential areas. Single Family Residential "R-1" classification is appropriate in this area.
Properties adjacent to the subject property are zoned as follows:

	North	South	East	West
Zoning	"C-1"	"R-1"	"C-1"	"R-1"
FLUM	Residential	Residential	Residential	Residential
Land Use	Single-Family Residential	Single-Family Residential	Single-Family Residential	Single-Family Residential

Public Notification: A Notice of Public Hearing was published in the Burnet Bulletin on August 25, 2021, and written notices were mailed to twenty-one (21) surrounding property owners within 200 feet of the subject property. There have been zero responses in favor and zero responses in opposition.

P&Z Report:

P&Z conducted a scheduled public hearing and recommended approval of the requested zone change on September 7, 2021.

Exhibit "A"
Location & Current Zoning Map

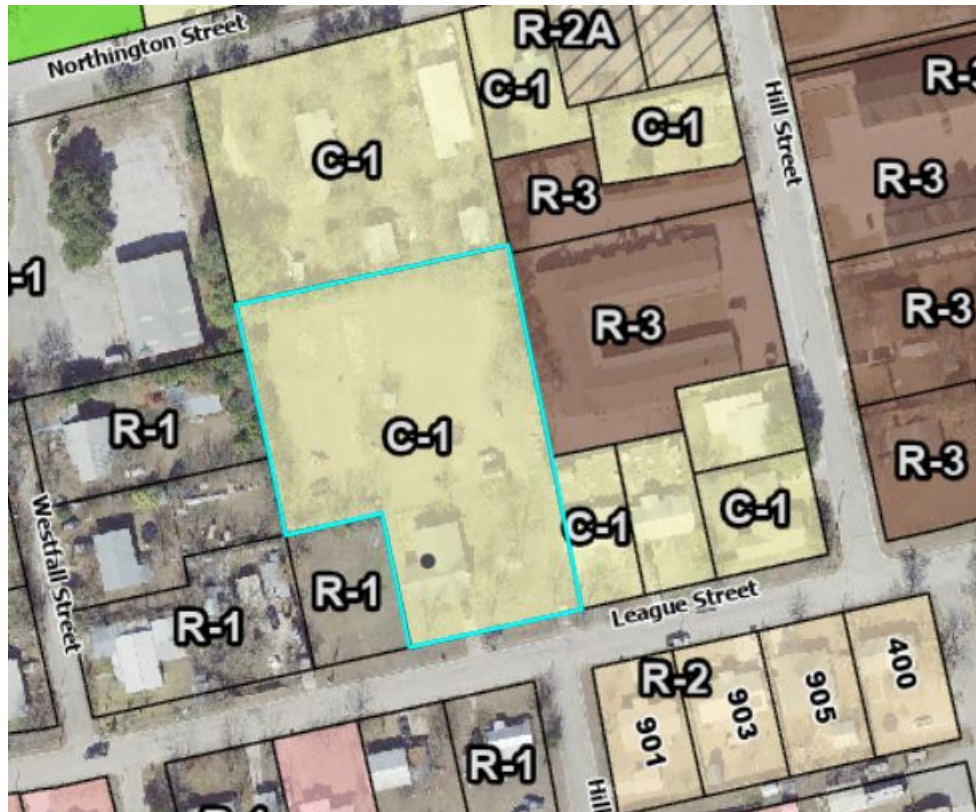


Exhibit "B"
Future Land Use Map



Government



Commercial



Residential



Industrial

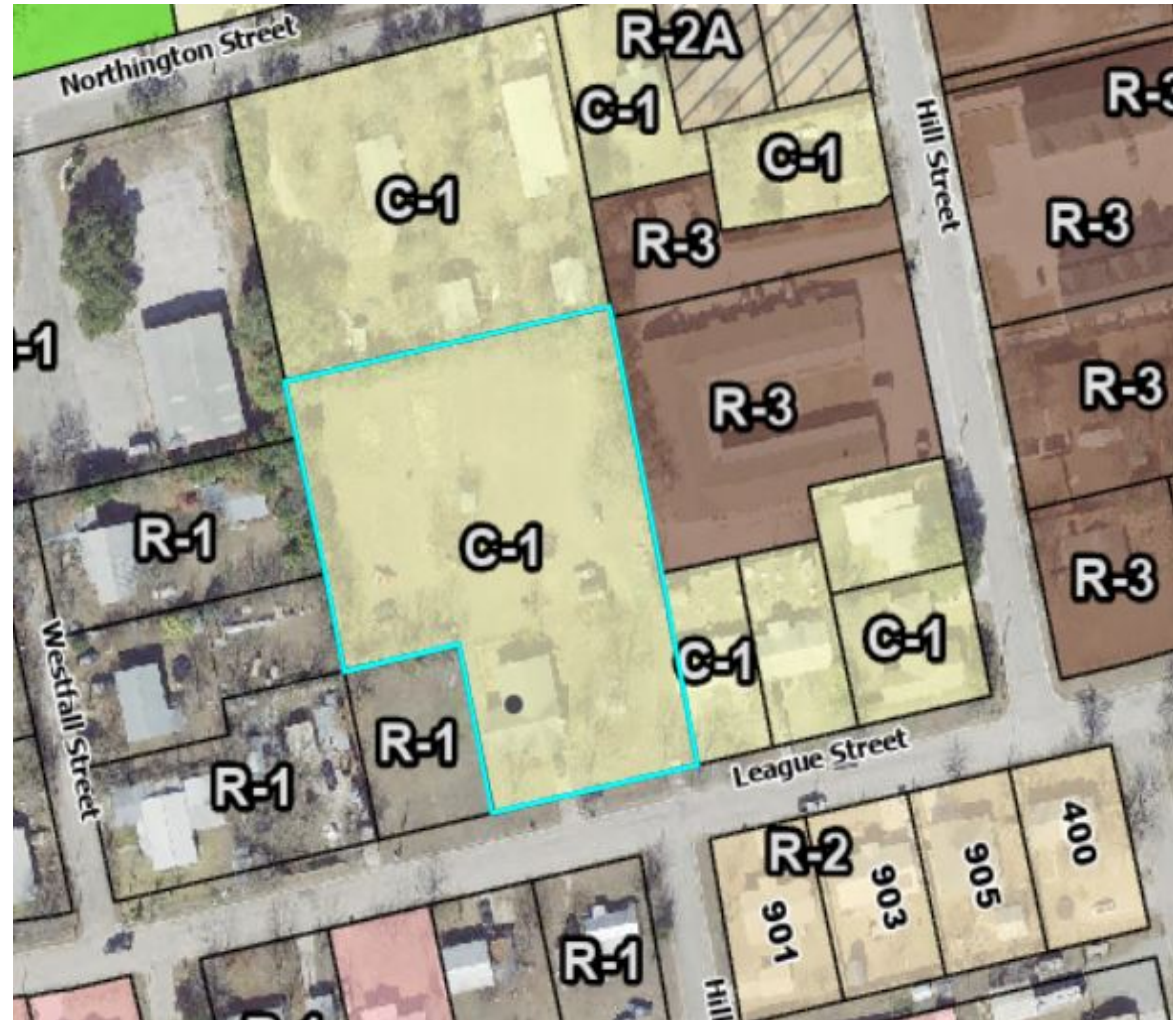
Public Hearing: Item 3.3

The City Council of the City of Burnet shall conduct a public hearing to receive public testimony and comments on the merits of a city-initiated request to rezone property located at 806 East League Street(Legal Description: PORTION OF 5 ACRE BLK. 8, KERR DONATION, 1.225 ACRE tract). The request is to rezone the property from its present designation of Light Commercial District- “C-1” to a designation of Single Family Residential- District “R-1”

Item X.X

Information:

- Current Zoning:
Light Commercial – District “C-1”
- Requested Zoning:
Single Family Residential- District “R-1”
 - Location was discovered to be zoned incorrectly by staff. The property owner also contacted staff to advise that due to this incorrect zoning he was unable to re-finance his property.



Public Hearing: Item X.X

Future Land Use Map:



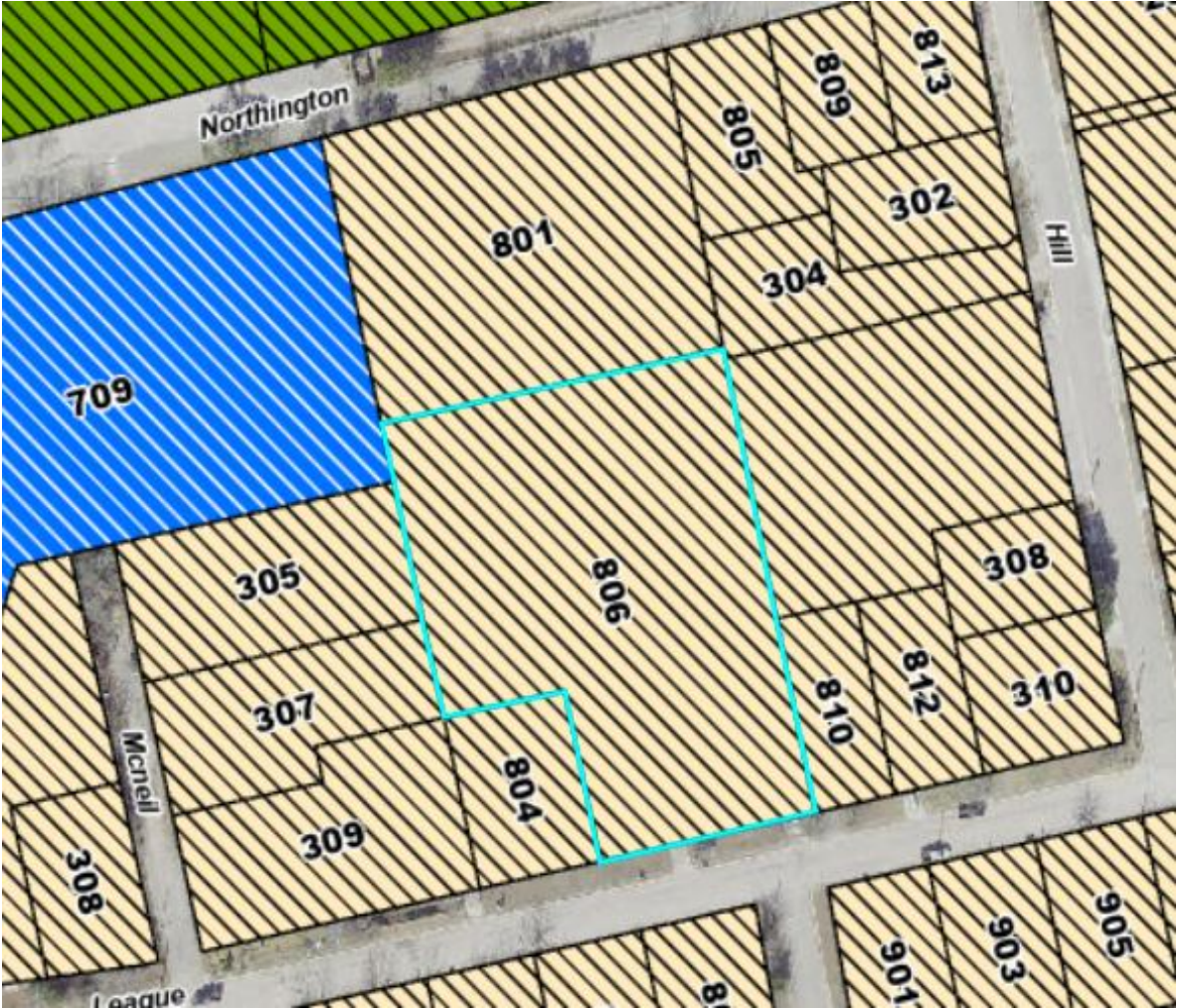
Government

Commercial

Residential

Open Space

	North	South	East	West
Zoning	"C-1"	"R-1"	"C-1"	"R-1"
FLUM	Residential	Residential	Residential	Residential
Land Use	Single-Family Residential	Single-Family Residential	Single-Family Residential	Single-Family Residential



The Future Land Use Map designation for the area is Residential. The change to Residential "R-1" is appropriate for this area.

Public Hearing: Item X.X

Public Notification:

- Written notices were mailed to 21 surrounding property owners.
- No responses in support or opposition have been received.
- P&Z recommended approval of the requested zone change on September 7, 2021





Development Services

ITEM 3.4

Habib Erkan
Assistant City Manager
512-715-3000
herkan@cityofburnet.com

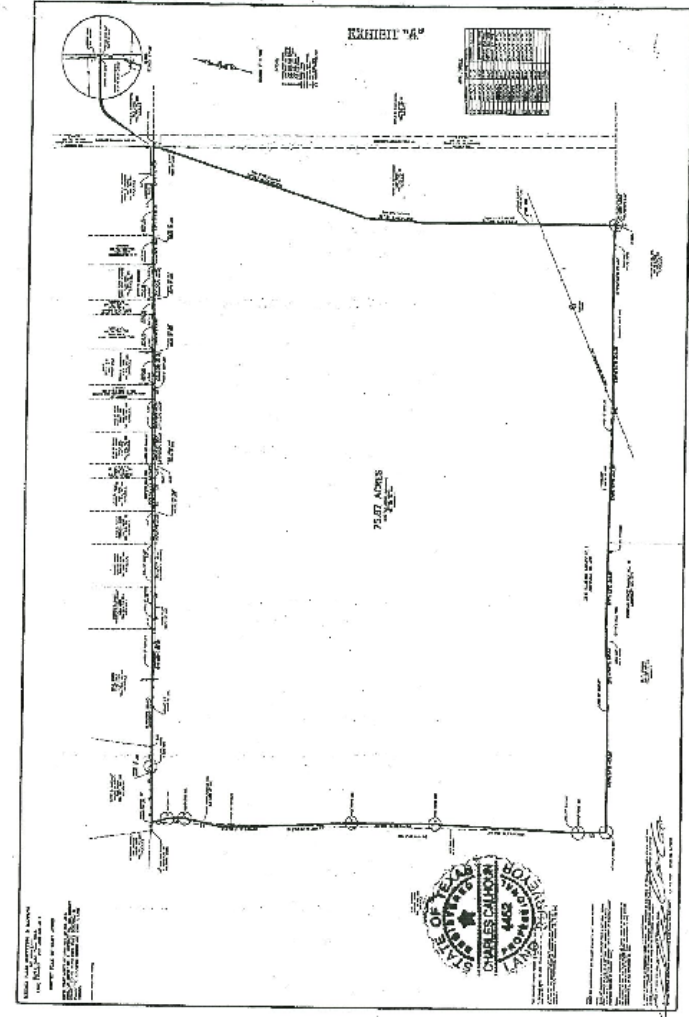
Public Hearing Brief

Meeting Date:	September 14, 2021
Public Hearing:	Public Hearing: City Council shall conduct a Public Hearing where all persons shall have the right to give testimony and comments on the proposed voluntary annexation of 75.87 acres of real property located west of the city limits and south of Texas Hwy. 29: Herkan
Background:	Hilltop Oaks, LLC, is the owner of 75.87 acres of real property located west of the city limits and south of Texas Hwy 29. Pursuant to the Development Agreement authorized by City Council Resolution No. R2021-17, Hilltop Oaks, LLC, submitted a petition for annexation on April 20, 2021. By Resolution No. R2021-23, City Council accepted petition for annexation of the land on May 25, 2021.
Information:	Publication of notice of public hearing, and all other pre-annexation initiation procedures have been fulfilled in accordance with the requirements of Texas Local Government Code Chapter 42, Subchapter C-3.
Fiscal Impact	The development is projected to consist of 92 lots ½ acre or more, with price points starting at \$150,000.00. Water shall be provided by the City, and each lot shall have an individual septic system. The streets shall be private. Upon annexation, the property will be subject to city ad valorem and eligible to receive emergency services.
Recommendation:	Open the Public Hearing.

**PUBLIC HEARING FOR ORDINANCE
ANNEXATION OF HILLTOP OAKS, LLC,**

September 14, 2021, City Council regular session agenda
item 3.4

75.87 ACRES



PROPOSED DEVELOPMENT

- 92 lots ½ acre or more
- Master planned community stick built, manufactured and modular homes
- Price point for manufactured home lot \$150,000.00
- each lot shall have an individual septic system
- streets shall be private
 - Developer petition city to provide enforcement of traffic code upon annexation.

QUESTIONS



Administration

ITEM 3.5

Habib Erkan
Assistant City Manager
512-715-3000
herkan@cityofburnet.com

Public Hearing Brief

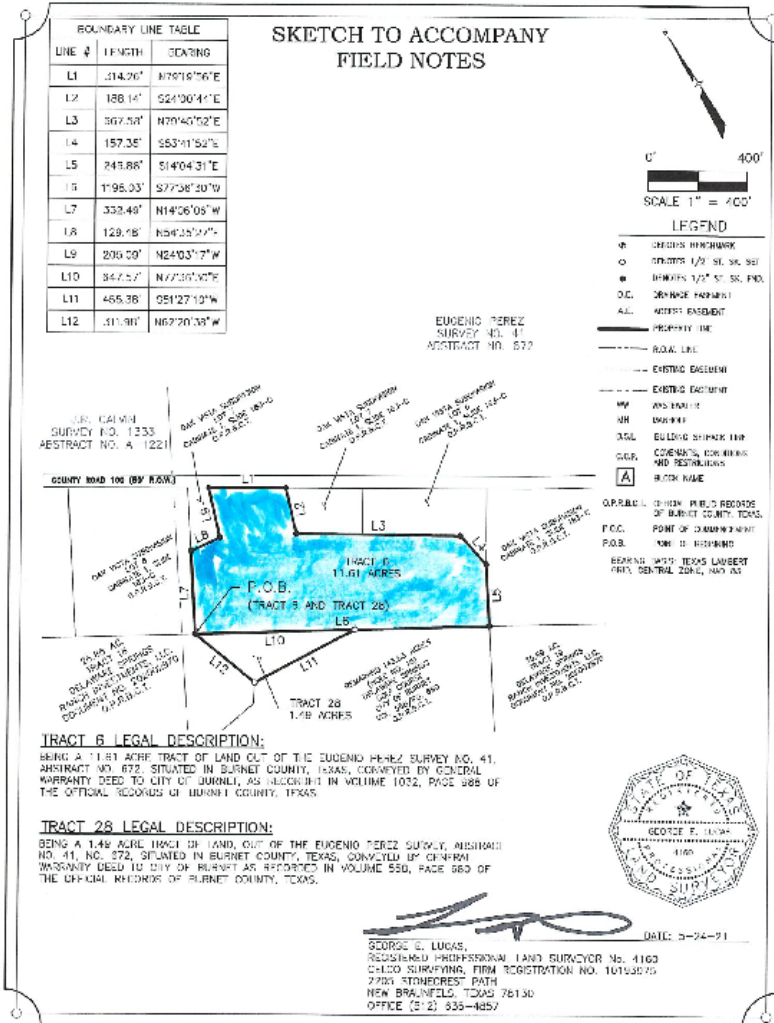
Meeting Date:	September 14, 2021
Public Hearing:	Public Hearing: City Council shall conduct a Public Hearing where all persons shall have the right to give testimony and comments on the proposed annexation of certain city owned land located near County Road 100 and Delaware Springs Golf Course: H. Erkan
Background:	By Ordinance No. 2020-17 City Council annexed 11.64 acres located on the south side of County Road 100, north of the golf course. Subsequently, it was discovered the city owned an adjoining 0.55-acre tract. This ordinance amends Ordinance No. 2020-17 by adding the 0.55-acre tract to the annexation and curing a description ambiguity 11.64-acre tract. Both tracts are part of the land under contract with Delaware Springs Ranch Investments, LLC; and these matters were discovered by the title examiner.
Information:	Publication of notice of public hearing, and all other pre-annexation initiation procedures have been fulfilled in accordance with the requirements of Texas Local Government Code Chapter 42, Subchapter C-3.
Fiscal Impact	The annexation of this property will have no fiscal impact.
Recommendation:	Open the Public Hearing.

ANNEXATION OF CITY LAND

September 14, 2021, City Council regular session agenda
item 4.6

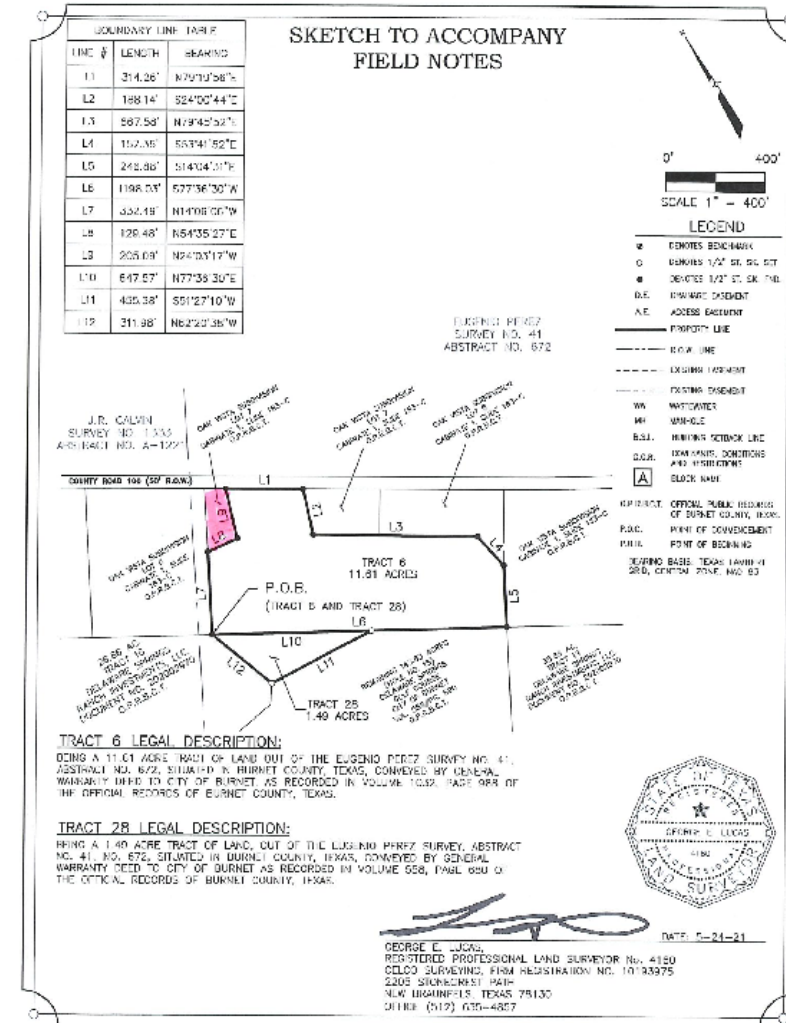
ORDINANCE NO. 2020-17 ANNEXATION

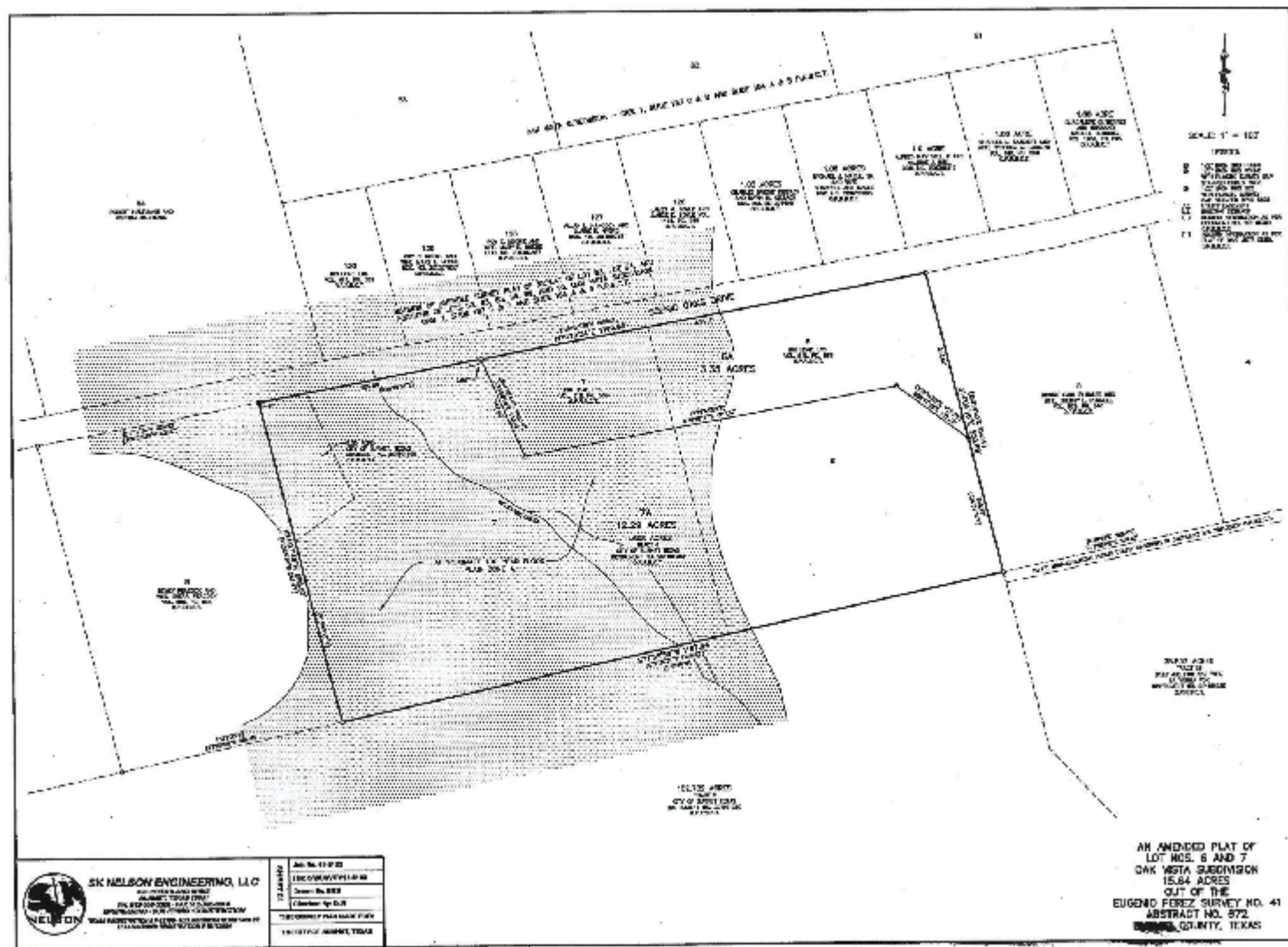
11.61 acres



0.55-ACRE PARCEL

Warranty Deed granted by Big Leaf Limited to the City of Burnet, and recorded in the Burnet County Public Records as Document No. 201501698





QUESTIONS

Recommendation: Approve and adopt Ordinance No. 2021-34
as presented



Administration

ITEM 4.1

David Vaughn
City Manager
512.715.3208
dvaughn@cityofburnet.com

Agenda Item Brief

Meeting Date: August 24, 2021

Agenda Item: Discuss and consider action: City Council shall receive information from the City Manager on the status of the COVID-19 pandemic's impact on the City and may discuss, give direction, or take action to implement, extend, modify or terminate plans or programs in response to the pandemic: D. Vaughn

Background:

Information:

Fiscal Impact:

Recommendation: To be determined by Council



City Manager

ITEM 4.2

David Vaughn
City Manager
(512)-756-6093 ext. 3208
dvaughn@cityofburnet.com

Agenda Item Brief

Meeting Date: September 14, 2021

Agenda Item: Discuss and consider: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AMENDING THE CODE OF ORDINANCES CHAPTER 1 (ENTITLED "GENERAL PROVISIONS"); SECTION 1-6 (ENTITLED GENERAL "PENALTY FOR VIOLATIONS OF THE CODE PROVIDING FOR PENALTY") BY RENAMING AND RECODIFYING THE SECTION (TO BE ENTITLED "PENALTIES AND CREDIT CARD PROCESSING FEES") AND ESTABLISHING A FEE FOR THE USE OF A CREDIT CARD FOR PAYMENT OF A FEE, FINE, PENALTY, UTILITY CHARGE, OR OTHER CHARGE, EXCEPT GOLF COURSE CHARGES; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: D. Vaughn

Background:

Information: The attached ordinance imposes a 3% credit card convenience fee to recover the cost incurred by the City. As written, this ordinance would apply to all fees and fines and other charges, with the exception of the golf course.

Fiscal Impact: Approximately \$120,000 per year to offset expenses.

Recommendation: Approve and adopt Ordinance 2021-35 as presented.

ORDINANCE NO. 2021-35

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AMENDING THE CODE OF ORDINANCES CHAPTER 1 (ENTITLED "GENERAL PROVISIONS"); SECTION 1-6 (ENTITLED GENERAL "PENALTY FOR VIOLATIONS OF THE CODE PROVIDING FOR PENALTY") BY RENAMING AND RECODIFYING THE SECTION (TO BE ENTITLED "PENALTIES AND CREDIT CARD PROCESSING FEES") AND ESTABLISHING A FEE FOR THE USE OF A CREDIT CARD FOR PAYMENT OF A FEE, FINE, PENALTY, UTILITY CHARGE, OR OTHER CHARGE, EXCEPT GOLF COURSE CHARGES; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the city incurs costs in the form of credit card surcharges when processing utility, fee, fine, or penalty payments made by credit cards; and

WHEREAS, Texas Local Government Code Section 132.002(b) provides the city council may authorize a municipal official who collects fees, fines, court costs, or other charges to: (i) accept payment by credit card of a fee, fine, court cost, or other charge; and (2) collect a reimbursement fee for processing the payment by credit card; and

WHEREAS, Texas Local Government Code Section 132.003 provides that in establishing a reimbursement fee the city council shall set the reimbursement fee in an amount that is reasonably related to the expense incurred by the municipal official in processing the payment by credit card; not to exceed five percent of the fee, fine, court cost, or other charge; and

WHEREAS, if, for any reason, a payment to the city by credit card is not honored by the credit card issuer, Texas Local Government Code Section 132.004 provides city council may impose a service charge, equal to the service charge fee charged for the collection of a check drawn on an account with insufficient funds; and

WHEREAS, city council deems it appropriate to impose the reimbursement charge and service charges authorized by Texas Local Government Code Chapter 132, to recoup the city's costs for processing payments by credit cards, except at the golf course.

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

Section one. Code Amendment. The Code of Ordinances, Chapter 1 (entitled “*general provisions*”) Section 1-6 (entitled “*penalty for violations of the code providing for penalty*”) is hereby amending by renaming the Section as “Penalties and Credit Card Processing Fees”) and recodifying the existing language as new subsection (a) to read as follows:

Sec. 1-6. Penalties and Credit Card Processing Fees.

(a) *General penalty for violations of Code.*

- (1) Whenever in this Code or in any ordinance of the city an act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or wherever in such Code or ordinance the doing of an act is required or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefor, the violation of any such provision of this Code or any such ordinance shall be punished by a fine of not less than \$1.00 and not more than \$500.00 except:
 - (a) A fine or penalty for the violation of a rule, ordinance, or police regulation that governs fire safety, zoning, or public health and sanitation, other than the dumping of refuse, may not exceed \$2,000.00; and
 - (b) A fine or penalty for the violation of a rule, ordinance, or police regulation that governs the dumping of refuse may not exceed \$4,000.00.
- (2) However, no penalty shall be greater or less than the penalty provided for the same or similar offense under the laws of the state. Each day any violation of this Code or of any ordinance shall continue shall constitute a separate offense.
- (3) The city may bring a civil action, as necessary, to enjoin any threatened violation of this Code for the protection of public health and safety.
- (4) Unless otherwise specifically set forth in the Code of Ordinances of the city, or in state law as adopted, allegations and evidence of culpable mental state are not required for proof of an offense for which the maximum fine is \$500.00 or less.

Section two. Code Amendment. The Code of Ordinances, Chapter 1 (entitled “*general provisions*”) Section 1-6 (entitled “*penalty for violations of the code providing for penalty*”) is hereby amending by renaming the Section as “*Penalties and Credit Card Processing Fees*” and adding a new subsection (b) to read as follows:

(b) *Credit Card Payment and Fees.*

- (1) *Establishment of Credit Card Processing Fee.* Whenever in this code or in any ordinance of the city a utility charge, fee, fine, penalty or other charge is established, the City may accept credit card payments for any and all utility charges, fees, fines, or penalties owed to the City; and a processing fee of **three percent (3%)** is hereby established

each time a credit card is used to pay a bill for water, wastewater, electric, garbage and other utility services provided by the City; and all other municipal fees, fines, court costs or other charges.

(A) *Exception.* The credit card processing fee shall not apply to Golf Course fees and charges.

(2) *Establishment of Service Charge.* A service charge, in an amount equivalent to that charged for the collection of a check drawn on an account with insufficient funds, is hereby established to be charged if, for any reason, a payment by credit card is not honored by the credit card company on which the funds are drawn.

Section three. Findings. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

Section four. Penalty. A violation of this ordinance is unlawful and subject to City Code of Ordinances Sec. 1-6 (entitled "general penalty").

Section five. Cumulative. This ordinance shall be cumulative of all provisions of all ordinances and codes, or parts thereof, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the more restrictive provision shall apply.

Section six. Repealer. All ordinances and codes, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

Section seven. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Ordinance would have been enacted without such invalid provision.

Section eight. TOMA Compliance. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section nine. Publication. The publishers of the City Code are authorized to amend said Code to reflect the changes adopted herein and to correct typographical errors and to format and number paragraphs to conform to the existing Code.

Section nine. Notice. It is officially found, determined, and declared that publication of notice of this Ordinance, as required by Section 3.14 of the City

Charter and the laws of the State of Texas, was made by the City Secretary within the period prescribed by Section 3.14.

Section ten. Effective Date. This Ordinance shall be effective beginning upon the date of final adoption hereof and publication as required by law. The fee will be implemented and effective November 1, 2021.

Passed on first reading on the 24th day of August, 2021

Passed Approved and Adopted on the 14th day of September, 2021

CITY OF BURNET

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary



Finance Department

ITEM 4.3

Patricia Langford
Director of Finance
(512)-756-6093 ext. 3205
pangford@cityofburnet.com

Agenda Item Brief

Meeting Date: September 14, 2021

Agenda Item: Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE ADOPTING THE OFFICIAL BUDGET FOR THE CITY OF BURNET, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022, PROVIDING FOR THE INVESTMENT OF FUNDS; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: P. Langford

Background: The original proposed budget was filed with the City Secretary's office on August 6th, 2021. A Public Hearing preceded the reading of this ordinance on the 24th day of August 2021. The budget will be amended to achieve the financial goals outlined by the council during the budgeting process.

Information: As presented to Council at the August 10th, 2021 Council Meeting this proposed budget is based on the proposed ad valorem tax rate of \$0.6131/100.

Fiscal Impact:

Recommendation: Staff recommends approval and adoption of Ordinance 2021-31 as presented.

ORDINANCE NO. 2021-31

AN ORDINANCE ADOPTING THE OFFICIAL BUDGET FOR THE CITY OF BURNET, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022, PROVIDING FOR THE INVESTMENT OF FUNDS; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 24, 2021, the City Council of the City of Burnet, Texas held a public hearing on its proposed budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022; and

WHEREAS, all citizens and interested persons were given an opportunity to be heard regarding the proposed budget; and

WHEREAS, the proposed budget was filed in the office of the City Secretary of the City of Burnet on August 6, 2021, and is available to the citizens and the public for their inspection; and

WHEREAS, following the official public hearing, it will be determined on September 14, 2021, that this budget should be adopted.

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

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

Section 2. Adoption of Official Budget: That the official budget of the City of Burnet, for the fiscal year beginning October 1, 2021, and ending September 30, 2022, is hereby adopted by the Burnet City Council and the Burnet City Secretary is directed to keep and maintain a copy of such official budget on file in the office of the City Secretary, available for inspection by citizens and the general public.

Section 3. City Manager Direction of Funds: That all funds so appropriated and allocated shall be expected and used pursuant to the provisions of such official budget and the Burnet City Manager shall be directed to appropriate and expend City funds accordingly. That the City Manager may transfer any unneeded surplus in the amount budgeted from one account to another in which a deficiency exists. That, if and when in the judgment of the City Manager, actual or probable receipts are less than the amount estimated and herein appropriated for expenditures, the City Manager shall forthwith effect a like reduction in the expenditures of the departments.

Section 4: City Manager Investment Authorization: The City Manager is authorized from time to time as he may deem to be in the best interest of the City of Burnet to invest City funds not immediately required for current use, including operating funds and bond funds, in the United States Treasury bills or in Certificates of Deposit, time deposits and savings accounts in official City depositories.

Section 5. Effective Date. This ordinance shall be in force and effect from and after October 1, 2021.

Section 6. Open Meetings. It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551, Texas Government Code.

PASSED AND APPROVED on first reading this the 24th day of August 2021.

FINALLY PASSED AND APPROVED on second reading this the 14th day of September 2021.

Crista Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

CITY OF BURNET

Proposed Budget - Line Item Detail Fiscal Year 2021-2022

Presented to Council on September 14, 2021

In accordance with Texas Local Government Code, Section 102.005(b), the following statement must be included as the cover page.

“This budget will raise more total property taxes than last year’s budget by \$308,960 or 9.48%, and of that amount \$132,779 is tax revenue to be raised from new property added to the tax roll this year.”

The amounts above are based on the City’s proposed fiscal year 2021-22 tax rate of .6131/\$100. The City’s current fiscal year 2020-21 tax rate is .6181/\$100.

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	ACTUAL 2018-2019	ACTUAL 2019-2020	CURRENT BUDGET	YTD ACTUAL JUL	EOY PROJ	PROPOSED BUDGET	-----5 Year Projected Budget-----				
							2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
UNRESTRICTED FUNDS:											
GENERAL FUND											
REVENUES	\$ 12,726,524	\$ 14,398,547	\$ 13,482,714	\$ 12,851,928	\$ 14,790,849	\$ 15,127,063	\$ 14,075,601	\$ 14,450,172	\$ 14,825,175	\$ 15,227,296	\$ 15,644,274
Less: Use of Fund Balance	(1,319,316)	(2,400,583)	(1,648,000)	(1,884,417)	(2,136,111)	(2,028,500)	(570,000)	(570,000)	(550,000)	(550,000)	(550,000)
NET OPERATING REVENUES	11,407,208	11,997,964	11,834,714	10,967,511	12,654,738	13,098,563	13,505,601	13,880,172	14,275,175	14,677,296	15,094,274
EXPENDITURES	11,593,405	13,379,228	13,136,859	11,423,504	14,530,483	14,669,609	13,765,551	14,013,281	14,228,629	14,475,270	14,645,011
Less: Capital & Other uses of fund balance	(1,319,316)	(2,400,583)	(1,648,000)	(1,884,417)	(2,136,111)	(2,028,500)	(570,000)	(570,000)	(550,000)	(550,000)	(550,000)
NET OPERATING EXPENSES	10,274,089	10,978,645	11,488,859	9,539,087	12,394,372	12,641,109	13,195,551	13,443,281	13,678,629	13,925,270	14,095,011
NET OPERATING PROFIT (LOSS)	\$ 1,133,119	\$ 1,019,319	\$ 345,855	\$ 1,428,424	\$ 260,366	\$ 457,453	\$ 310,050	\$ 436,892	\$ 596,545	\$ 752,026	\$ 999,263
5% TARGET	513,704	548,932	574,443		619,719	632,055	659,778	672,164	683,931	696,264	704,751
4% TARGET	410,964	439,146	459,554		495,775	505,644	527,822	537,731	547,145	557,011	563,800
3% TARGET	308,223	329,359	344,666		371,831	379,233	395,867	403,298	410,359	417,758	422,850
GENERAL CAPITAL PROJECT FUND											
REVENUES	\$ 1,221,603	\$ 5,414,797	\$ 1,515,000	\$ 2,069,828	\$ 2,306,083	\$ 8,861,250	\$ 570,000	\$ 570,000	\$ 550,000	\$ 550,000	\$ 550,000
EXPENDITURES	1,144,974	5,380,029	1,515,000	1,717,425	1,931,764	8,861,250	570,000	570,000	550,000	550,000	550,000
NET PROFIT(LOSS)	\$ 76,629	\$ 34,768	\$ -	\$ 352,403	\$ 374,319	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DELAWARE SPRINGS GOLF COURSE											
REVENUES	\$ 1,636,955	\$ 1,541,368	\$ 1,742,974	\$ 1,802,920	\$ 1,918,338	\$ 1,869,367	\$ 1,853,702	\$ 1,870,407	\$ 1,934,472	\$ 1,963,651	\$ 1,954,777
Less: Operating Subsidy	(153,437)	(91,257)	(135,137)	-	-	(91,566)	(60,217)	(46,185)	(78,950)	(76,254)	(34,921)
NET OPERATING REVENUES	1,483,518	1,450,111	1,607,837	1,802,920	1,918,338	1,777,801	1,793,485	1,824,222	1,855,522	1,887,397	1,919,856
EXPENDITURES	1,636,957	1,541,367	1,742,974	1,551,277	1,720,022	1,869,367	1,853,702	1,870,407	1,934,472	1,963,651	1,954,777
NET OPERATING EXPENSES	1,636,957	1,541,367	1,742,974	1,551,277	1,720,022	1,869,367	1,853,702	1,870,407	1,934,472	1,963,651	1,954,777
NET OPERATING PROFIT (LOSS)	\$ (153,439)	\$ (91,256)	\$ (135,137)	\$ 251,642	\$ 198,316	\$ (91,566)	\$ (60,217)	\$ (46,185)	\$ (78,950)	\$ (76,254)	\$ (34,921)
Operating Subsidy from General Fund	153,437	91,257	135,137	-	-	91,566	60,217	46,185	78,950	76,254	34,921
Net	\$ (2)	\$ 1	\$ 0	\$ 251,642	\$ 198,316	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -
GOLF CAPITAL PROJECT FUND											
REVENUES	\$ 86,547	\$ 98,785	\$ 100,000	\$ 178,831	\$ 200,000	\$ 620,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
EXPENDITURES	86,547	98,785	100,000	178,831	200,000	620,000	150,000	150,000	150,000	150,000	150,000
NET PROFIT(LOSS)	\$ -	\$ -	\$ -	\$ (0)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

	ACTUAL 2018-2019	ACTUAL 2019-2020	CURRENT BUDGET	YTD ACTUAL JUL	EOY PROJ	PROPOSED BUDGET	-----5 Year Projected Budget-----				
	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027						
ELECTRIC FUND											
REVENUES	\$ 9,325,630	\$ 9,099,438	\$ 9,046,400	\$ 7,351,380	\$ 9,234,709	\$ 9,430,144	\$ 9,472,140	\$ 9,658,679	\$ 9,848,936	\$ 10,042,986	\$ 10,240,905
Less: Use of Fund Balance	(46,891)	(225,011)	(75,000)	(52,712)	(75,000)	(230,000)	(75,000)	(75,000)	(75,000)	(75,000)	(75,000)
NET OPERATING REVENUES	9,278,739	8,874,427	8,971,400	7,298,668	9,159,709	9,200,144	9,397,140	9,583,679	9,773,936	9,967,986	10,165,905
EXPENDITURES (Less Debt Service)	8,429,309	8,338,115	8,608,309	6,960,777	8,753,059	8,981,972	8,930,639	9,445,395	9,312,338	9,562,973	9,774,003
DEBT SERVICE	47,229	49,041	51,740	43,117	51,740	49,350	53,000	51,500	-	-	-
Less: Capital & Other uses of fund balance	(46,891)	(225,011)	(75,000)	(52,712)	(75,000)	(230,000)	(75,000)	(75,000)	(75,000)	(75,000)	(75,000)
NET OPERATING EXPENSES	8,429,647	8,162,145	8,585,048	6,951,182	8,729,799	8,801,322	8,908,639	9,421,895	9,237,338	9,487,973	9,699,003
NET OPERATING PROFIT (LOSS)	\$ 849,092	\$ 712,282	\$ 386,352	\$ 347,486	\$ 429,911	\$ 398,822	\$ 488,501	\$ 161,784	\$ 536,598	\$ 480,013	\$ 466,902
DEBT SVC COVERAGE RATIO TARGET 1.25	18.98	15.52	8.47	9.06	9.31	9.08	10.22	4.14	-	-	-
ELECTRIC CAPITAL PROJECT FUND											
REVENUES	\$ 288,835	\$ 396,372	\$ 150,000	\$ 114,451	\$ 120,000	\$ 305,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
EXPENDITURES	188,704	341,804	150,000	83,935	98,050	305,000	150,000	150,000	150,000	150,000	150,000
NET PROFIT(LOSS)	\$ 100,131	\$ 54,569	\$ -	\$ 30,516	\$ 21,950	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WATER/WASTE WATER											
REVENUES	\$ 4,321,392	\$ 4,581,410	\$ 4,300,500	\$ 3,851,185	\$ 4,636,043	\$ 5,635,420	\$ 4,565,623	\$ 4,655,791	\$ 4,747,770	\$ 4,841,597	\$ 4,937,310
Less: Use of Fund Balance	(43,847)	(218,807)	(35,000)	(78,807)	(79,000)	(1,135,000)	-	-	-	-	-
NET OPERATING REVENUES	4,277,545	4,362,603	4,265,500	3,772,378	4,557,043	4,500,420	4,565,623	4,655,791	4,747,770	4,841,597	4,937,310
EXPENDITURES (Less Debt Service)	2,826,685	2,872,308	2,927,223	2,251,364	2,656,788	4,229,513	3,243,607	3,298,331	3,346,419	3,412,090	3,397,567
DEBT SERVICE	927,726	974,322	976,759	813,965	976,759	944,764	932,125	933,875	930,575	931,325	926,825
Less: Capital & Other uses of fund balance	(43,847)	(218,807)	(35,000)	(78,807)	(79,000)	(1,135,000)	-	-	-	-	-
NET OPERATING EXPENSES	3,710,564	3,627,823	3,868,982	2,986,523	3,554,547	4,039,277	4,175,732	4,232,206	4,276,994	4,343,415	4,324,392
NET OPERATING PROFIT (LOSS)	\$ 566,981	\$ 734,780	\$ 396,518	\$ 785,855	\$ 1,002,496	\$ 461,142	\$ 389,891	\$ 423,585	\$ 470,776	\$ 498,182	\$ 612,918
DEBT SVC COVERAGE RATIO TARGET 1.25	1.61	1.75	1.41	1.97	2.03	1.49	1.42	1.45	1.51	1.53	1.66
WATER & WASTEWATER CAPITAL PROJ FUND											
REVENUES	\$ 1,603,610	\$ 765,085	\$ 95,000	\$ 350,441	\$ 338,132	\$ 2,970,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000
EXPENDITURES	1,588,433	542,961	95,000	196,150	329,961	2,970,000	60,000	60,000	60,000	60,000	60,000
NET PROFIT(LOSS)	\$ 15,178	\$ 222,124	\$ -	\$ 154,291	\$ 8,171	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

	ACTUAL 2018-2019	ACTUAL 2019-2020	CURRENT BUDGET	YTD ACTUAL JUL	EOY PROJ	PROPOSED BUDGET	-----5 Year Projected Budget-----				
							2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
SUMMARY - UNRESTRICTED OPERATING FUNDS (Excluding Capital)											
REVENUES	\$ 26,600,447	\$ 26,776,362	\$ 26,814,588	\$ 23,841,477	\$ 28,289,828	\$ 28,668,494	\$ 29,322,067	\$ 29,990,049	\$ 30,731,352	\$ 31,450,530	\$ 32,152,266
EXPENDITURES	24,051,258	24,309,980	25,685,862	21,028,069	26,398,740	27,351,076	28,133,625	28,967,788	29,127,433	29,720,309	30,073,183
NET PROFIT(LOSS)	\$ 2,549,189	\$ 2,466,382	\$ 1,128,726	\$ 2,813,408	\$ 1,891,088	\$ 1,317,418	\$ 1,188,442	\$ 1,022,260	\$ 1,603,919	\$ 1,730,220	\$ 2,079,083

	ACTUAL 2018-2019	ACTUAL 2019-2020	CURRENT BUDGET	YTD ACTUAL JUL	EOY PROJ	PROPOSED BUDGET	-----5 Year Projected Budget-----				
							2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
RESTRICTED FUNDS BY LAW OR USE:											
AIRPORT FUND											
REVENUES	\$ 1,091,381	\$ 779,436	\$ 791,029	\$ 733,389	\$ 1,055,395	\$ 1,298,398	\$ 881,348	\$ 893,863	\$ 906,637	\$ 919,674	\$ 932,981
Less: Use of Fund Balance	(300,303)	(157,533)	(200,000)	(21,949)	(200,000)	(493,069)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)
NET OPERATING REVENUES	791,078	621,903	591,029	711,441	855,395	805,329	831,348	843,863	856,637	869,674	882,981
EXPENDITURES	891,774	632,875	697,670	566,378	875,432	1,145,998	794,428	804,551	815,589	826,997	838,678
Less: Capital & Other uses of fund balance	(300,303)	(157,533)	(200,000)	(21,949)	(200,000)	(493,069)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)
NET OPERATING EXPENSES	591,471	475,342	497,670	544,430	675,432	652,929	744,428	754,551	765,589	776,997	788,678
NET OPERATING PROFIT (LOSS)	\$ 199,607	\$ 146,561	\$ 93,359	\$ 167,011	\$ 179,964	\$ 152,400	\$ 86,920	\$ 89,313	\$ 91,048	\$ 92,678	\$ 94,303
AIRPORT CAPITAL PROJECT FUND											
REVENUES	\$ 505,101	\$ 157,533	\$ 280,000	\$ 34,745	\$ 250,000	\$ 1,515,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
EXPENDITURES	501,984	206,492	280,000	47,354	250,000	1,515,000	100,000	100,000	100,000	100,000	100,000
NET PROFIT(LOSS)	\$ 3,117	\$ (48,959)	\$ -	\$ (12,609)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HOTEL/MOTEL FUND											
REVENUES	\$ 290,399	\$ 185,309	\$ 111,000	\$ 161,333	\$ 193,600	\$ 171,281	\$ 186,389	\$ 191,653	\$ 197,074	\$ 202,658	\$ 208,409
EXPENDITURES	236,901	175,250	152,191	91,376	137,452	147,465	166,763	167,063	167,367	167,674	167,984
NET PROFIT(LOSS)	\$ 53,498	\$ 10,059	\$ (41,191)	\$ 69,957	\$ 56,148	\$ 23,816	\$ 19,626	\$ 24,589	\$ 29,707	\$ 34,984	\$ 40,426
PD SEIZURE FUND											
REVENUES	\$ 156	\$ 6	\$ 3,156	\$ 0	\$ 0	\$ 6	\$ 6	\$ 6	\$ 6	\$ 6	\$ 6
EXPENDITURES	-	3,000	3,000	-	-	-	-	-	-	-	-
NET PROFIT(LOSS)	\$ 156	\$ (2,994)	\$ 156	\$ 0	\$ 0	\$ 6	\$ 6	\$ 6	\$ 6	\$ 6	\$ 6
MUNICIPAL COURT SPECIAL REVENUE FUND											
REVENUES	\$ 25,662	\$ 18,676	\$ 26,091	\$ 18,456	\$ 22,147	\$ 27,091	\$ 14,737	\$ 14,884	\$ 15,033	\$ 15,183	\$ 15,335
EXPENDITURES	23,067	7,008	26,000	10,212	14,400	26,000	14,645	14,791	14,939	15,089	15,240
NET PROFIT(LOSS)	\$ 2,595	\$ 11,668	\$ 91	\$ 8,244	\$ 7,747	\$ 1,091	\$ 92	\$ 93	\$ 94	\$ 95	\$ 96

	ACTUAL 2018-2019	ACTUAL 2019-2020	CURRENT BUDGET	YTD ACTUAL JUL	EOY PROJ	PROPOSED BUDGET	-----5 Year Projected Budget-----				
							2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
FIRE DEPT COMMUNITY FUND											
REVENUES	\$ 9,101	\$ 1,625	\$ 10,000	\$ 500	\$ 692	\$ 5,000	\$ 5,050	\$ 5,101	\$ 5,152	\$ 5,203	\$ 5,255
EXPENDITURES	5,407	3,109	10,000	692	692	5,000	5,050	5,101	5,152	5,203	5,255
NET PROFIT(LOSS)	\$ 3,694	\$ (1,484)	\$ -	\$ (192)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
POLICE DEPT EXPLORERS											
REVENUES	\$ 1,137	\$ 13	\$ 4,000	\$ 507	\$ 509	\$ 1,010	\$ 1,010	\$ 1,010	\$ 1,010	\$ 1,010	\$ 1,011
EXPENDITURES	595	-	4,000	191	-	1,000	1,000	1,000	1,000	1,000	1,000
NET PROFIT(LOSS)	\$ 542	\$ 13	\$ -	\$ 316	\$ 509	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 11
FIRE DEPT EXPLORERS											
REVENUES	\$ 2,606	\$ 1,328	\$ 4,000	\$ 39	\$ 40	\$ 1,010	\$ 1,010	\$ 1,010	\$ 1,010	\$ 1,010	\$ 1,011
EXPENDITURES	1,695	48	4,000	445	445	1,000	1,000	1,000	1,000	1,000	1,000
NET PROFIT(LOSS)	\$ 911	\$ 1,280	\$ -	\$ (406)	\$ (405)	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 11
BEDC											
REVENUES	\$ 4,718,659	\$ 1,606,443	\$ 1,368,858	\$ 835,667	\$ 1,085,033	\$ 4,009,417	\$ 2,894,578	\$ 2,932,212	\$ 2,970,330	\$ 3,005,937	\$ 3,042,043
EXPENDITURES	3,652,113	1,155,638	1,091,111	352,756	512,362	3,795,480	1,521,917	1,524,984	1,538,149	1,551,190	1,558,882
NET PROFIT(LOSS)	\$ 1,066,545	\$ 450,805	\$ 277,747	\$ 482,911	\$ 572,671	\$ 213,936	\$ 1,372,661	\$ 1,407,229	\$ 1,432,180	\$ 1,454,747	\$ 1,483,161
DEBT SERVICE FUND											
REVENUES	\$ 1,615,564	\$ 1,024,101	\$ 1,029,098	\$ 857,502	\$ 1,028,938	\$ 1,052,683	\$ 1,047,493	\$ 1,046,148	\$ 990,453	\$ 990,458	\$ 985,263
EXPENDITURES	1,595,420	1,020,344	1,028,498	833,676	1,028,645	1,052,183	1,046,988	1,045,638	989,938	989,938	984,738
NET PROFIT(LOSS)	\$ 20,144	\$ 3,757	\$ 600	\$ 23,826	\$ 293	\$ 500	\$ 505	\$ 510	\$ 515	\$ 520	\$ 526
SELF FUNDED DEBT SERVICE FUND											
REVENUES	\$ 972,025	\$ 828,248	\$ 708,001	\$ 551,569	\$ 662,126	\$ 1,020,800	\$ 1,194,843	\$ 1,561,624	\$ 1,311,696	\$ 1,412,371	\$ 1,361,425
EXPENDITURES	813,956	716,952	708,000	230,505	374,677	1,020,800	1,131,417	1,608,330	645,964	1,003,177	836,650
NET PROFIT(LOSS)	\$ 158,069	\$ 111,296	\$ 1	\$ 321,064	\$ 287,449	\$ 0	\$ 63,426	\$ (46,706)	\$ 665,732	\$ 409,194	\$ 524,775
INTEREST & SINKING FUND											
REVENUES	\$ 967,870	\$ 396,153	\$ 366,049	\$ 347,477	\$ 1,511,012	\$ 490,178	\$ 560,831	\$ 561,225	\$ 561,625	\$ 577,075	\$ 565,475
EXPENDITURES	982,703	369,189	366,049	218,847	1,511,012	489,978	560,831	561,225	561,625	577,075	565,475
NET PROFIT(LOSS)	\$ (14,833)	\$ 26,964	\$ (0)	\$ 128,630	\$ -	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ -

	ACTUAL 2018-2019	ACTUAL 2019-2020	CURRENT BUDGET	YTD ACTUAL JUL	EOY PROJ	PROPOSED BUDGET	-----5 Year Projected Budget-----				
							2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
SUMMARY - RESTRICTED FUNDS											
REVENUES	\$ 9,899,358	\$ 4,841,338	\$ 4,501,281	\$ 3,519,236	\$ 5,609,492	\$ 9,098,805	\$ 6,837,294	\$ 7,258,737	\$ 7,010,026	\$ 7,180,587	\$ 7,168,214
EXPENDITURES	8,405,313	4,132,372	4,170,519	2,330,483	4,505,117	8,706,836	5,294,038	5,783,683	4,790,723	5,188,342	5,024,900
NET PROFIT(LOSS)	<u>\$ 1,494,045</u>	<u>\$ 708,967</u>	<u>\$ 330,762</u>	<u>\$ 1,188,753</u>	<u>\$ 1,104,376</u>	<u>\$ 391,969</u>	<u>\$ 1,543,256</u>	<u>\$ 1,475,054</u>	<u>\$ 2,219,303</u>	<u>\$ 1,992,245</u>	<u>\$ 2,143,314</u>
TOTAL BUDGET - ALL FUNDS (Including Capital)											
REVENUES	\$ 39,700,400	\$ 38,292,740	\$ 33,175,869	\$ 30,074,264	\$ 36,863,536	\$ 50,523,549	\$ 37,089,361	\$ 38,178,786	\$ 38,651,378	\$ 39,541,117	\$ 40,230,480
EXPENDITURES	35,465,228	34,805,931	31,716,381	25,534,893	33,463,632	48,814,162	34,357,663	35,681,471	34,828,156	35,818,651	36,008,083
NET PROFIT(LOSS)	<u>\$ 4,235,172</u>	<u>\$ 3,486,809</u>	<u>\$ 1,459,488</u>	<u>\$ 4,539,371</u>	<u>\$ 3,399,904</u>	<u>\$ 1,709,387</u>	<u>\$ 2,731,698</u>	<u>\$ 2,497,315</u>	<u>\$ 3,823,222</u>	<u>\$ 3,722,466</u>	<u>\$ 4,222,397</u>

GENERAL FUND SUMMARY

	ACTUAL	ACTUAL	CURRENT	YTD ACTUAL	EOY PROJ	PROPOSED	-----5 Year Projected Budget-----				
	2018-2019	2019-2020	BUDGET	JULY		BUDGET	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
TOTAL REVENUES	\$ 12,726,524	\$ 14,398,547	\$ 13,482,714	\$ 12,851,928	\$ 14,790,849	\$ 15,127,063	\$ 14,075,601	\$ 14,450,172	\$ 14,825,175	\$ 15,227,296	\$ 15,644,274
MAYOR & COUNCIL	11,785	11,432	15,820	11,313	14,418	14,295	16,871	24,393	17,195	24,719	17,444
ADMIN	1,447,345	1,508,635	1,726,471	1,478,522	1,712,162	1,910,598	1,934,300	1,965,952	1,996,241	2,028,979	2,060,375
INTERFUND TRANSFERS	1,500,059	2,612,880	1,949,474	2,010,330	3,432,206	2,298,267	910,200	897,968	912,550	911,691	872,212
POLICE	2,348,694	2,525,158	2,584,053	2,178,914	2,553,519	2,873,116	2,900,245	2,950,728	2,996,870	3,049,090	3,097,003
MUNICIPAL COURT	72,246	67,069	59,758	55,043	62,860	99,374	100,047	101,534	103,050	104,593	106,165
FIRE/EMS	3,544,560	3,835,901	3,897,231	3,388,752	4,028,243	4,214,657	4,506,023	4,557,596	4,585,702	4,664,071	4,735,835
SANITATION	844,095	879,551	901,822	765,923	919,108	946,194	966,830	995,295	1,024,614	1,054,812	1,085,917
STREETS	569,634	718,786	698,775	480,718	556,319	837,003	910,492	950,758	975,149	1,007,187	1,020,493
PARKS	609,778	611,295	673,768	565,975	670,558	788,225	824,850	857,553	865,274	879,869	890,569
PLANNING AND ZONING	435,325	400,030	415,074	307,084	363,082	467,804	461,176	469,162	486,707	494,943	501,726
CITY SHOP	106,681	105,606	109,613	97,317	113,009	115,076	129,516	132,344	155,276	145,317	147,273
COMMUNITY DEVELOPMENT	-	-	-	-	-	-	-	-	-	-	-
GALLOWAY HAMMOND	103,204	102,885	105,000	83,614	105,000	105,000	105,000	110,000	110,000	110,000	110,000
TOTAL EXPENSES	\$ 11,593,405	\$ 13,379,228	\$ 13,136,859	\$ 11,423,504	\$ 14,530,483	\$ 14,669,609	\$ 13,765,551	\$ 14,013,281	\$ 14,228,629	\$ 14,475,270	\$ 14,645,011
NET	\$ 1,133,119	\$ 1,019,319	\$ 345,855	\$ 1,428,424	\$ 260,366	\$ 457,453	\$ 310,050	\$ 436,892	\$ 596,545	\$ 752,026	\$ 999,263

		ACTUAL	ACTUAL	CURRENT	YTD ACTUAL			PROPOSED	-----5 Year Projected Budget-----				
ACCOUNT	DESCRIPTION	2018-2019	2019-2020	BUDGET	JULY	EOY PROJ	BUDGET		2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
ADMIN													
REVENUE													
Current	New (Incode 10)												
10-4005	10-1111-4005	CURRENT TAXES REAL PROPERTY	\$ 2,407,520	\$ 2,622,183	\$ 2,820,000	\$ 2,811,089	\$ 2,820,000	\$ 2,980,000	\$ 3,069,400	\$ 3,161,482	\$ 3,256,326	\$ 3,354,016	\$ 3,454,637
10-4010	10-1111-4010	DELINQUENT TAXES REAL PROPERTY	36,216	27,683	35,000	32,337	32,500	30,000	33,000	36,300	39,930	43,923	48,315
10-4015	10-1111-4015	PENALTY& INTEREST	22,402	23,493	22,000	23,934	24,000	22,000	24,200	26,620	29,282	32,210	35,431
10-4105	10-1111-4020	CITY SALES TAX	1,815,467	2,036,579	1,997,573	1,922,964	2,367,000	2,438,000	2,511,140	2,586,474	2,664,068	2,743,990	2,826,310
10-4205	10-1111-4025	MIXED BEVERAGE TAX	3,859	5,376	5,000	8,047	8,047	5,000	5,500	6,050	6,655	7,321	8,053
10-4300	10-1640-4302	FIRE DEPT GRANTS/CONTRIBUTIONS	7,043	218,410	500	106,686	106,700	500	550	605	666	732	805
10-4302	10-1640-4303	UTILITY DONATIONS - FIRE DEPT	3,746	3,822	3,700	3,114	3,737	3,700	3,737	3,774	3,812	3,850	3,889
10-4303	10-1640-4940	FD BLOOD DRAW REVENUE	6,075	8,535	9,000	9,750	11,700	9,000	9,900	10,890	11,979	13,177	14,495
10-4305	10-1111-4030	GROSS RECEIPTS FRANCHISE FEE	178,949	153,535	150,000	131,476	150,000	150,000	154,500	159,135	163,909	168,826	173,891
10-4325	10-1111-4308	CONTRIBUTIONS FROM BEDC	-	-	-	-	-	-	-	-	-	-	-
10-4400	10-1641-4400	EMS FEES FOR SERVICE	1,883,252	1,716,751	1,620,000	1,580,215	1,896,258	1,900,000	1,957,000	1,996,140	2,036,063	2,076,784	2,118,320
10-4401	10-1641-4306	TASSPP-EMS REIMB PROJECT		98,452									
10-4405	10-1900-4420	PERMITS	75,769	113,891	70,000	68,383	82,059	90,000	94,500	99,225	104,186	109,396	114,865
10-4430	10-1900-4430	ALCOHOL BEVERAGE PERMITS	345	225	200	30	36	200	202	204	206	208	210
10-4435	10-1900-4435	NPS	1,250	-	-	-	-	-	-	-	-	-	-
		INSPECTION FEES						30,000					
		CREDIT CARD CONVENIENCE FEE						12,375					
10-4440	10-1900-4440	SUBDIVISION PLAT FEE	12,360	7,975	7,000	6,645	7,000	7,000	7,700	8,470	9,317	10,249	11,274
10-4441	10-1900-4441	REZONE FEES	3,350	2,500	500	3,250	4,000	2,500	2,750	3,025	3,328	3,660	4,026
10-4444	10-1111-4900	RENTAL FOR MEETINGS	1,575	1,990	1,300	1,505	1,806	1,300	1,430	1,573	1,730	1,903	2,094
10-4445	10-1900-4445	MAP COPIES	780	19	-	28	34	-	-	-	-	-	-
10-4503	10-1720-4541	PENALTIES - GARBAGE BILLINGS	13,369	8,815	13,000	9,972	11,967	12,000	12,360	12,731	13,113	13,506	13,911
10-4505	10-1720-4544	TRASH/GARBAGE COLLECTION	970,022	1,031,982	1,060,927	903,807	1,084,569	1,117,106	1,150,619	1,185,138	1,220,692	1,257,313	1,295,032
10-4506	10-1111-4904	INSURANCE CLAIM PAYMENT	16,259	3,976	-	63,297	63,500	-	-	-	-	-	-
10-4605	10-1111-4605	INTEREST EARNED	53,698	26,410	25,000	1,892	2,270	5,000	67,000	69,010	71,080	73,213	75,409
10-4700	10-1641-4560	COUNTY EMS COVERAGE	389,382	402,513	414,588	345,490	414,588	427,026	439,837	453,032	466,623	480,622	495,040
10-4701	10-1640-4561	COUNTY FIRE COVERAGE	23,336	5,834	-	-	-	-	-	-	-	-	-
10-4702	10-1641-4562	CITY OF BERTRAM COVERAGE - EMS	10,000	10,000	10,000	8,333	10,000	10,000	10,000	10,000	12,000	12,000	12,000
10-4703	10-1640-4563	ESD REVENUE	144,000	152,000	160,000	120,000	160,000	292,000	321,200	353,320	388,652	427,517	470,269
10-4720	10-1111-4805	TFR FROM HOTEL/MOTEL - EVENTS	40,000	25,000	25,000	25,000	25,000	50,000	50,000	50,000	50,000	50,000	50,000
10-4800	10-1640-4902	MISCELLANEOUS REV - FIRE	3,964	15,013	2,000	7,171	8,000	8,000	4,500	4,545	4,590	4,636	4,683
10-4805	10-1640-4903	EMS TRAINING REVENUE	-	-	-	-	-	-	-	-	-	-	-
10-4810	10-1111-4810	RETURN ON INVESTMENT	1,582,135	1,549,591	1,665,263	1,324,716	1,639,441	1,639,441	1,672,230	1,705,674	1,739,788	1,774,584	1,810,075
10-4820	10-1111-4815	IN-LIEU OF PROPERTY TAX	127,194	130,878	126,765	108,371	128,850	132,763	135,418	138,126	140,889	143,707	146,581
10-4830	10-1111-4830	SHOP ALLOCATION	53,341	52,804	54,807	48,658	58,390	57,538	58,113	58,694	59,281	59,874	60,473
10-4840	10-1111-4840	IN-LIEU OF FRANCHISE	211,990	218,130	211,275	180,619	214,750	221,271	225,696	230,210	234,815	239,511	244,301
10-4841	10-1111-4841	ADMINISTRATION ALLOCATION	727,350	741,215	853,191	700,254	843,801	922,880	932,109	941,430	950,845	960,353	969,957
10-4898	10-1111-4888	CAPITAL CONTRIBUTION	-	-	-	-	-	-	-	-	-	-	-
10-4899	10-1111-4899	OPERATING TRANSFER IN	-	-	-	-	-	-	-	-	-	-	-
10-4905	10-1600-4905	PEACE OFFICER ALLOCATION/STATE	1,711	1,853	1,700	1,678	1,700	1,700	1,785	1,874	1,968	2,066	2,170
10-4924	10-1600-4924	INTERLOCAL W/SCHOOL - OFFICER	277,193	305,193	217,125	193,000	217,125	221,463	232,536	244,163	256,371	269,190	282,649
10-4925	10-1600-4925	POLICE DEPARTMENT REVENUE	9,348	5,986	3,000	4,977	5,000	3,000	3,030	3,060	3,091	3,122	3,153
10-4928	10-1610-4340	ANIMAL CONTROL DONATIONS	-	-	-	-	-	-	-	-	-	-	-
10-4929	10-1600-4325	PD GRANT REVENUE	-	-	6,000	8,233	8,233	6,000	6,000	6,000	6,000	6,000	6,000
10-4930	10-1500-4200	MUNICIPAL COURT FINES	114,447	111,013	115,000	98,877	118,652	130,000	133,900	137,917	142,055	146,316	150,706
10-4932	10-1900-4447	MANUFACTURING HOME INSPECTIONS	-	-	-	-	-	-	-	-	-	-	-
10-4933	10-1900-4950	PROP LIEN RELE/ABATE/SCRAP	3,900	11,170	3,000	1,453	3,000	3,000	3,300	3,630	3,993	4,392	4,832
10-4934	10-1900-4448	FMO PERMITS & INSPECTIONS	3,970	5,365	3,000	1,100	1,320	2,500	2,525	2,550	2,576	2,602	2,628
10-4935	10-1840-4935	SALE OF CEMETERY LOTS/FEES	15,900	5,830	5,500	7,420	8,000	5,500	5,665	5,835	6,010	6,190	6,376
10-4938	10-1900-4938	FMO - MY PERMIT NOW				2,160	2,592	1,000					
10-4939	10-1800-4618	PARKS & PAVILION REVENUE	300	400	300	400	480	300	309	318	328	338	348

			ACTUAL	ACTUAL	CURRENT	YTD ACTUAL	PROPOSED		-----5 Year Projected Budget-----				
ACCOUNT	DESCRIPTION		2018-2019	2019-2020	BUDGET	JULY	EOY PROJ	BUDGET	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
ADMIN													
REVENUE													
10-4940	10-1800-4616	COMMUNITY CENTER RENTAL FEES	14,500	7,550	12,000	6,100	7,320	8,000	8,240	8,487	8,742	9,004	9,274
10-4946	10-1111-4540	BEDC PAYMENT FOR SERVICES	85,000	85,000	85,000	70,833	85,000	120,000	120,000	120,000	125,000	125,000	125,000
10-4947	10-1111-4947	PYMNT FROM BEDC FOR FIRE TRUCK	-	-	-	-	-	-	-	-	-	-	-
10-4950	10-1111-4952	SALE OF EQUIPMENT	-	-	-	-	-	-	-	-	-	-	-
10-4951	10-1111-4951	SALE OF PROPERTY	-	-	-	-	-	-	-	-	-	-	-
10-4955	10-1111-4955	USE OF FUND BALANCE	1,319,316	2,400,583	1,648,000	1,884,417	2,136,111	2,028,500	570,000	570,000	550,000	550,000	550,000
10-4970	10-1813-4617	FIELD RENTAL FEES	27,515	16,227	17,000	10,340	12,408	17,000	17,510	18,035	18,576	19,134	19,708
10-4971	10-1111-4975	PRIOR PERIOD ADJUSTMENTS	-	-	-	-	-	-	-	-	-	-	-
10-4999	10-1111-4999	MISCELLANEOUS REVENUE	27,426	26,798	2,500	3,905	3,905	2,500	2,575	2,652	2,732	2,814	2,898
		TOTAL REVENUES	\$ 12,726,524	\$ 14,398,547	\$ 13,482,714	\$ 12,851,928	\$ 14,790,849	\$ 15,127,063	\$ 14,075,601	\$ 14,450,172	\$ 14,825,175	\$ 15,227,296	\$ 15,644,274

ACCOUNT	DESCRIPTION	ACTUAL 2018-2019	ACTUAL 2019-2020	2020-2021 BUDGET	YTD ACTUAL JULY	EOY PROJ	PROPOSED BUDGET
MAYOR & COUNCIL							
EXPENSES							
<i>Current</i>	<i>New (Incode 10)</i>						
10-5110-1109	10-1000-51009	MAYOR AND COUNCIL COMPENS	\$ -		\$ -	\$ -	\$ -
10-5110-2101	10-1000-52101	OFFICE SUPPLIES & POSTAGE	-		200	-	-
	10-1000-52200	POSTAGE & SHIPPING				8	-
10-5110-2220	10-1000-54200	CUSTODIAL CARE	3,020	3,120	3,120	2,600	3,120
10-5110-2601	10-1000-52000	OPERATIONAL SUPPLIES	649	860	1,000	1,020	1,000
	10-1000-52700	JANITORIAL SUPPLIES					-
10-5110-3501	10-1000-53300	BUILDING MAINTENANCE	896	523	1,000	731	877
	10-1000-54400	DUES & SUBSCRIPTIONS					-
10-5110-4101	10-1000-57700	TRAVEL & TRAINING	3,877	4,164	4,000	2,310	4,000
10-5110-4401	10-1000-57300	INSURANCE & BONDS				62	62
10-5110-4501	10-1000-54500	PROFESSIONAL SERVICES	832	857	1,000	790	1,000
10-5110-4701	10-1000-54700	COMMUNICATIONS	601	498	750	739	900
10-5110-4801	10-1000-54800	UTILITIES	1,438	1,279	1,750	1,525	1,750
10-5110-7101	10-1000-57110	ELECTIONS	75	-	2,500	811	811
10-5110-7102	10-1000-57120	AWARDS/HONORS/TRIBUTES	397	131	500	725	870
10-5110-8000	10-1000-58500	LAND/PROPERTY ACQUISITION	-		-	-	-
10-5110-8502	10-1000-58000	C/O EQUIPMENT	-		-	-	-
		TOTAL EXPENSES	\$ 11,785	\$ 11,432	\$ 15,820	\$ 11,313	\$ 14,418
						\$ 14,418	\$ 14,295

-----5 Year Projected Budget-----				
2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-
3,120	3,120	3,200	3,200	3,200
1,010	1,020	1,030	1,041	1,051
1,000	1,000	1,000	1,000	1,000
7,000	7,070	7,141	7,212	7,284
1,010	1,020	1,030	1,041	1,051
859	867	876	885	893
1,768	1,785	1,803	1,821	1,839
600	8,000	600	8,000	600
505	510	515	520	526
-	-	-	-	-
-	-	-	-	-
\$ 16,871	\$ 24,393	\$ 17,195	\$ 24,719	\$ 17,444

		ACTUAL	ACTUAL	2020-2021	YTD ACTUAL	PROPOSED			5 Year Projected Budget				
ACCOUNT	DESCRIPTION	2018-2019	2019-2020	BUDGET	JULY	EOY PROJ	BUDGET		2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
ADMINISTRATION EXPENSES													
EXPENSES													
Current (Incode 9)	New (Incode 10)												
10-5111-1103	10-1111-51000	SALARIES - OPERATIONAL	\$ 541,673	\$ 645,853	\$ 776,007	\$ 666,735	\$ 781,562	\$ 898,504	\$ 916,474	\$ 934,803	\$ 953,499	\$ 972,569	\$ 992,021
10-5111-1203	10-1111-51200	CAR ALLOWANCE	6,300	6,300	6,300	-	6,300	6,300	6,300	6,300	6,300	6,300	6,300
10-5111-1301	10-1111-51300	EMPLOYEE INSURANCE	40,484	44,230	51,456	43,319	50,278	61,293	61,906	62,525	63,150	63,781	64,419
10-5111-1301.001	10-1111-51310	RETIREE INSURANCE	9,400	10,248	10,100	8,593	9,925	5,400	9,500	9,500	9,500	9,500	9,500
10-5111-1401	10-1111-51400	FICA	39,033	46,125	56,863	47,570	60,271	65,964	70,110	71,512	72,943	74,402	75,890
10-5111-1501	10-1111-51500	RETIREMENT	73,027	86,429	102,130	87,350	102,422	121,186	119,142	121,524	123,955	126,434	128,963
10-5111-1601	10-1111-51600	WORKERS COMPENSATION	2,018	1,151	1,847	2,192	2,192	1,522	2,400	2,400	2,500	2,500	2,600
10-5111-1701	10-1111-51700	UNEMPLOYMENT	63	1,170	197	2,016	2,016	2,700	200	1,200	200	1,200	200
	10-1111-51900	CLOTHING ALLOWANCE						5,000					
10-5111-2101	10-1111-52101	OFFICE SUPPLIES & POSTAGE	10,492	8,654	13,000	6,239	7,487	9,000	9,090	9,181	9,273	9,365	9,459
10-5111-2210	10-1111-54900	UNIFORMS	2,874	2,624	3,750	1,641	3,750	-	3,750	3,750	3,750	3,750	3,750
10-5111-2220	10-1111-54200	CUSTODIAL CARE	7,270	7,800	7,800	7,500	8,150	8,800	8,888	8,977	9,067	9,157	9,249
10-5111-2401	10-1111-57000	NON CAPITAL-SUPPLY	6,127	7,864	5,000	3,076	5,000	5,000	5,000	5,000	5,000	5,000	5,000
10-5111-2601	10-1111-52000	OPERATIONAL SUPPLIES	18,867	19,432	23,000	11,050	13,260	18,000	18,180	18,362	18,545	18,731	18,918
	10-1111-52100	COMPUTER SUPPLIES				-							
	10-1111-52200	POSTAGE & SHIPPING				-							
	10-1111-52700	JANITORIAL SUPPLIES				34	100						
	10-1111-52010	SAFETY SUPPLIES & EQUIPMENT											
10-5111-2602	10-1111-51800	EMPLOYEE PHYSICALS & TESTING	477	353	500	6	6	500	505	510	515	520	526
10-5111-2605	10-1111-57100	HEALTH & WELLNESS	7,673	8,074	2,000	13,349	16,019	17,000	17,170	17,342	17,515	17,690	17,867
10-5111-2607	10-1111-57200	EMPLOYEE PROGRAMS	18,694	17,186	20,000	12,851	15,421	20,000	20,200	20,402	20,606	20,812	21,020
10-5111-3201	10-1111-53100	R & M - SOFTWARE	69,051	68,814	73,000	69,683	73,000	75,000	75,750	76,508	77,273	78,045	78,826
10-5111-3202	10-1111-57099	NON CAPITAL COMPUTER	13,442	2,905	12,000	7,405	12,000	12,000	12,120	12,241	12,364	12,487	12,612
10-5111-3501	10-1111-53300	R & M - BUILDING	5,139	6,474	5,000	5,975	7,000	5,000	5,050	5,101	5,152	5,203	5,255
10-5111-4101	10-1111-57700	TRAVEL & TRAINING	34,249	26,396	30,000	14,043	16,851	30,000	30,300	30,603	30,909	31,218	31,530
	10-1111-54400	DUES & SUBSCRIPTIONS				468	500						
10-5111-4201	10-1111-57701	SUPERVISOR DEVELOPMENT TRAININ	-			-	-	-	-	-	-	-	-
10-5111-4401	10-1111-57300	INSURANCE & BONDS	207,578	177,603	215,000	215,974	218,474	225,000	227,250	229,523	231,818	234,136	236,477
10-5111-4501	10-1111-54510	LEGAL SERVICE	34,356	12,712	10,000	6,614	7,937	10,000	4,000	4,040	4,080	4,121	4,162
10-5111-4501.001	10-1111-54500	PROFESSIONAL FEES	17,285	9,209	6,865	10,773	11,573	11,100	11,211	11,323	11,436	11,551	11,666
10-5111-4501.002	10-1111-57510	CODIFICATION/ARCHIVAL	7,010	10,473	8,500	10,635	10,635	10,000	10,100	10,201	10,303	10,406	10,510
10-5111-4502	10-1111-54502	AUDIT FEE	39,500	41,800	44,500	40,705	44,500	50,000	50,500	51,005	51,515	52,030	52,551
10-5111-4506	10-1111-54006	APPRAISAL CONTRACT	45,389	50,615	50,426	37,801	50,401	55,095	55,646	56,203	56,765	57,332	57,906
10-5111-4510	10-1111-54530	INFORMATION TECHNOLOGY SUPPO	48,456	48,456	49,000	40,380	48,456	49,000	49,490	49,985	50,485	50,990	51,499
10-5111-4601	10-1111-54600	ADVERTING/PROMOTIONS	4,642	2,973	4,000	72	100	-	-	-	-	-	-
	10-1111-54610	REQUIRED PUBLIC NOTICES				1,459	2,959	4,000	4,040	4,080	4,121	4,162	4,204
	10-1111-54620	LEGISLATIVE INFLUENCE			-	-	-	-					
10-5111-4701	10-1111-54700	COMMUNICATION	38,902	43,042	42,000	28,152	33,783	36,000	36,360	36,724	37,091	37,462	37,836
10-5111-4801	10-1111-54800	UTILITIES	12,770	11,179	13,000	9,976	11,971	13,000	13,130	13,261	13,394	13,528	13,663
10-5111-4910	10-1111-57600	LEASE-CITY HALL	48,279	49,245	50,230	41,733	50,080	51,234	52,259	53,304	54,370	55,458	56,567
10-5111-4920	10-1111-57650	LEASE PURCHASE-COPIER	27,105	23,526	23,000	13,436	16,123	18,000	18,180	18,362	18,545	18,731	18,918
10-5111-4930	10-1111-57660	LEASE PURCHASE-POSTAGE MACHIN	9,720	9,720	10,000	9,717	11,660	10,000	10,100	10,201	10,303	10,406	10,510
10-5111-4950	10-1111-59063	SELF FUNDED DEBT ALLOCATION	-			-	-	-	-	-	-	-	-
10-5111-8502	10-1111-58400	CAPITAL OUTLAY	-			-	-	-	-	-	-	-	-
10-5111-9110	10-1111-59060	TRANSFER TO DEBT SERVICE	-			-	-	-	-	-	-	-	-
10-5111-9898	10-1111-59096	CAPITAL TRANSFER OUT	-			-	-	-	-	-	-	-	-
10-5111-9899	10-1111-59700	OPERATING TRANSFER OUT	-			-	-	-	-	-	-	-	-
		TOTAL EXPENSES	\$ 1,447,345	\$ 1,508,635	\$ 1,726,471	\$ 1,478,522	\$ 1,712,162	\$ 1,910,598	\$ 1,934,300	\$ 1,965,952	\$ 1,996,241	\$ 2,028,979	\$ 2,060,375

		ACTUAL	ACTUAL	CURRENT	YTD ACTUAL			-----5 Year Projected Budget-----					
ACCOUNT	DESCRIPTION	2018-2019	2019-2020	BUDGET	JULY	EOY PROJ	PROPOSED BUDGET	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	
TRANSFERS													
EXPENSES													
Current (Incode 9) New (Incode 10)													
10-5114-9106	10-1114-59043	TRANSFER TO GOLF COURSE - SUB & ADMIN	\$ 273,872	\$ 212,296	\$ 334,474	\$ 180,260	\$ 205,442	\$ 284,267	\$ 240,200	\$ 227,968	\$ 262,550	\$ 261,691	\$ 222,212
10-5114-9109	10-1114-59046	TRANSFER TO GEN CAP PROJECT	499,640	2,301,799	1,515,000	1,651,239	1,881,764	1,764,000	570,000	570,000	550,000	550,000	550,000
10-5114-9110	10-1114-59049	TRANSFER TO GOLF CAP PROJECT	86,547	98,785	100,000	178,831	200,000	250,000	100,000	100,000	100,000	100,000	100,000
10-5114-9120	10-1114-59063	TRANSFER TO SELF FUNDED ACCOUNT	-	-	-	-	-	-					
10-5114-9130	10-1114-59060	TRANSFER TO DEBT SERVICE	640,000	-	-	-	1,145,000	-					
		TOTAL EXPENSES	\$ 1,500,059	\$ 2,612,880	\$ 1,949,474	\$ 2,010,330	\$ 3,432,206	\$ 2,298,267	\$ 910,200	\$ 897,968	\$ 912,550	\$ 911,691	\$ 872,212

ACCOUNT	DESCRIPTION	ACTUAL 2018-2019	ACTUAL 2019-2020	CURRENT BUDGET	YTD ACTUAL JULY	EOY PROJ	PROPOSED BUDGET	
POLICE DEPARTMENT								
EXPENSES								
Current	New (Incode 10)							
10-5115-1103	10-1600-51000	SALARIES - OPERATIONAL	\$ 1,258,076	\$ 1,394,176	\$ 1,438,394	\$ 1,197,834	\$ 1,391,902	\$ 1,551,219
10-5115-1103.001	10-1600-51100	OVERTIME	63,302	47,174	50,000	49,143	55,000	60,000
10-5115-1301	10-1600-51300	EMPLOYEE INSURANCE	129,030	140,156	162,304	122,531	143,013	187,375
10-5115-1301.001	10-1600-51310	RETIREE INSURANCE	6,827	7,168	6,861	5,559	6,700	6,700
10-5115-1401	10-1600-51400	FICA	97,303	104,146	113,862	83,845	110,688	123,258
10-5115-1501	10-1600-51500	RETIREMENT	174,615	187,625	193,687	150,205	188,097	214,297
10-5115-1601	10-1600-51600	WORKERS COMPENSATION	48,253	30,709	36,110	31,130	31,130	28,420
10-5115-1701	10-1600-51700	UNEMPLOYMENT	696	3,215	1,040	5,416	5,416	6,480
10-5115-2101	10-1600-52101	OFFICE SUPPLIES & POST	5,079	5,300	8,000	4,528	5,434	8,000
10-5115-2210	10-1600-54900	UNIFORMS	13,080	14,694	15,000	9,012	10,814	15,000
	10-1600-51900	CLOTHING ALLOWANCE					-	
10-5115-2220	10-1600-54200	CUSTODIAL CARE	3464	6700	18,000	15,000	18,000	18,000
10-5115-2301	10-1600-52400	FUEL & LUBRICANTS	50,721	44,362	50,000	40,367	48,441	50,000
10-5115-2401	10-1600-57000	NON CAPITAL - SUPPLY	20,267	11,078	10,500	9,978	10,500	10,500
10-5115-2601	10-1600-52000	OPERATIONAL SUPPLIES	28,147	28,230	25,000	28,536	32,536	30,000
	10-1600-52010	SAFETY SUPPLIES & EQUIPMENT						
	10-1600-52100	COMPUTER SUPPLIES						
	10-1600-52200	POSTAGE & SHIPPING						
	10-1600-52700	JANITORIAL SUPPLIES						
10-5115-2603	10-1600-57310	SEXUAL ASSAULT EXAMS	318	0	1,000	0	500	1,000
10-5115-2604	10-1600-51800	EMPLOYEE PHYSICALS & TESTING	1,368	7,513	1,500	5,490	6,588	1,500
10-5115-2607	10-1600-57200	EMPLOYEE PROGRAMS	535	11942	15,750	19,938	22,563	2,500
10-5115-2610	10-1620-52610	K-9 EXPENSE	1,396	2,421	3,000	720	864	2,000
10-5115-2700	10-1600-54914	HILL COUNTRY HUMANE CO	46,936	49,500	35,000	34,875	34,875	35,000
10-5115-3201	10-1600-53100	R & M - SOFTWARE	15,062	34,308	30,000	55,410	57,000	66,800
10-5115-3501	10-1600-53300	R & M - BUILDINGS/FACILITIES	5,648	5,558	15,420	1,916	2,299	10,000
	10-1600-53400	R & M - GROUNDS				0		
10-5115-3550	10-1610-52005	ANIMAL CONTROL/SHELTER SUPPLIES	1011	16653	3,000	2,809	3,371	4,000
10-5115-3601	10-1600-52600	AMMUNITION	6,021	7,213	7,500	7,007	7,500	17,500
10-5115-3701	10-1600-53200	R & M - VEHICLES	48,654	46,431	35,000	33,146	40,000	40,000
	10-1600-53000	R & M - EQUIPMENT						
10-5115-4101	10-1600-57700	TRAVEL & TRAINING	28,045	22,713	25,000	14,338	17,206	25,000
	10-1600-54400	DUES & SUBSCRIPTIONS						
10-5115-4401	10-1600-57300	INSURANCE & BONDS	12,424	8,583	9,000	11,942	12,000	12,500
10-5115-4501	10-1600-54500	PROFESSIONAL SERVICES	9,728	3,125	2,500	7,805	9,365	2,500
10-5115-4601	10-1600-54600	ADVERTISING/PROMOTIONS	545	96	500	1,869	2,243	500
10-5115-4701	10-1600-54700	COMMUNICATIONS	20,821	23,957	23,000	27,177	32,613	32,000
10-5115-4801	10-1600-54800	UTILITIES	16,054	26,939	36,863	27,777	33,333	35,000
10-5115-4901	10-1600-54010	COUNTY DISPATCHING	53,032	58,368	59,956	49,710	59,652	61,000
10-5115-4920	10-1600-57650	LEASE - COPIER	4,498	4,105	5,000	5,873	7,048	7,000
10-5115-4950	10-1600-59063	SELF FUNDED DEBT ALLOC	150,923	169,650	136,806	114,005	136,806	196,567
10-5115-7301	10-1600-54087	SPECIAL OPERATIONS UNI	0	0	0	0	-	0
10-5115-7302	10-1600-54007	HOUSING OF PRISONERS	3,550	1,350	2,000	2,850	2,850	4,000
10-5115-8000	10-1600-58027	CAPITAL OUTLAY POLICE	23,265	0	6,000	0	6,000	6,000
10-5115-8001	10-1600-57550	USE OF CONTRIBUTIONS		0	1,500	1,171	1,171	1,500
10-5115-9899	10-1600-59700	OPERATING TRANSFER OUT	0		0	0	-	0
		TOTAL EXPENSES	\$ 2,348,694	\$ 2,525,158	\$ 2,584,053	\$ 2,178,914	\$ 2,553,519	\$ 2,873,116

-----5 Year Projected Budget-----				
2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
\$ 1,582,244	\$ 1,613,888	\$ 1,646,166	\$ 1,679,090	\$ 1,712,671
60,600	61,206	61,818	62,436	63,061
189,249	191,141	193,052	194,983	196,933
7,500	7,500	7,500	7,500	7,500
121,042	123,462	125,932	128,450	131,019
205,692	209,805	214,002	218,282	222,647
28,704	28,991	29,281	29,574	29,869
2,000	4,600	2,000	4,600	2,000
8,080	8,161	8,242	8,325	8,408
15,150	15,302	15,455	15,609	15,765
18,180	18,362	18,545	18,731	18,918
50,500	51,005	51,515	52,030	52,551
11,500	11,500	11,500	11,500	11,500
30,300	30,603	30,909	31,218	31,530
1,010	1,020	1,030	1,041	1,051
1,515	1,530	1,545	1,561	1,577
2,525	2,550	2,576	2,602	2,628
2,020	2,040	2,061	2,081	2,102
35,350	35,704	36,061	36,421	36,785
67,468	68,143	68,824	69,512	70,207
10,100	10,201	10,303	10,406	10,510
4,040	4,080	4,121	4,162	4,204
17,675	17,852	18,030	18,211	18,393
40,400	40,804	41,212	41,624	42,040
25,250	25,503	25,758	26,015	26,275
12,625	12,751	12,879	13,008	13,138
2,525	2,550	2,576	2,602	2,628
505	510	515	520	526
32,320	32,643	32,970	33,299	33,632
35,350	35,704	36,061	36,421	36,785
61,610	62,226	62,848	63,477	64,112
7,070	7,141	7,212	7,284	7,357
198,533	200,518	202,524	204,549	206,594
-	-	-	-	-
4,040	4,080	4,121	4,162	4,204
6,060	6,121	6,182	6,244	6,306
1,515	1,530	1,545	1,561	1,577
-	-	-	-	-
\$ 2,900,245	\$ 2,950,728	\$ 2,996,870	\$ 3,049,090	\$ 3,097,003

ACCOUNT	DESCRIPTION	ACTUAL 2018-2019	ACTUAL 2019-2020	CURRENT BUDGET	YTD ACTUAL JULY	EOY PROJ	PROPOSED BUDGET	
MUNICIPAL COURT								
EXPENSES								
Current	New (Incode 10)							
5116-1103	10-1500-51000	SALARIES - OPERATIONAL	\$ 23,730	\$ 24,419	\$ 25,222	\$ 21,326	\$ 25,156	\$ 51,293
5116-1301	10-1500-51300	EMPLOYEE INSURANCE	3,465	3,378	3,539	3,011	3,513	7,944
5116-1401	10-1500-51400	FICA	2,907	2,970	1,929	2,628	1,924	3,969
5116-1501	10-1500-51500	RETIREMENT	3,150	3,253	3,293	2,793	3,270	6,911
5116-1601	10-1500-51600	WORKERS COMPENSATION	140	158	60	30	30	87
5116-1701	10-1500-51700	UNEMPLOYMENT	49	261	66	482	482	270
	10-1500-51900	COTHING ALLOWANCE						500
5116-2101	10-1500-52101	OFFICE SUPPLIES & POSTAGE	563	272	750	169	202	750
5116-2210	10-1500-54900	UNIFORMS	178	155	250	48	250	-
5116-2401	10-1500-57000	NON CAPITAL - SUPPLY	-	-	-	-	-	-
5116-2601	10-1500-52000	OPERATIONAL SUPPLIES	8	-	-	37	50	-
	10-1500-52100	COMPUTER SUPPLIES					-	
	10-1500-52200	POSTAGE & SHIPPING					-	
5116-2604	10-1500-57400	SERVICE CHARGE - CREDIT CARDS	2,471	3,319	3,300	2,391	2,869	3,300
5116-3201	10-1500-53100	R & M - SOFTWARE	5,602	6,715	5,500	8,085	8,500	8,500
	10-1500-54400	DUES & SUBSCRIPTIONS					-	
5116-4101	10-1500-57700	TRAVEL & TRAINING	777	346	1,000	371	445	1,000
5116-4401	10-1500-57300	INSURANCE & BONDS	50	50	50	50	60	50
5116-4501	10-1500-54500	PROFESSIONAL SERVICES	14,640	6,951	-	-	-	-
5116-4501.001	10-1500-54000	MUNICIPAL JUDGE SERVICES	14,400	14,400	14,400	13,200	15,600	14,400
5116-4501.002	10-1500-54501	PROFESSIONAL SERVICES	116	422	400	423	508	400
5116-8920	10-1500-58097	C/O LAPTOPS	-	-		-	-	
5116-9911	10-1500-59098	TRANSFER TO MUN COURT TECH	-	-		-	-	
		TOTAL EXPENSES	\$ 72,246	\$ 67,069	\$ 59,758	\$ 55,043	\$ 62,860	\$ 99,374

-----5 Year Projected Budget-----				
2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
\$ 52,319	\$ 53,365	\$ 54,432	\$ 55,521	\$ 56,631
8,024	8,104	8,185	8,267	8,350
4,002	4,082	4,164	4,247	4,332
6,801	6,937	7,076	7,218	7,362
88	89	89	90	91
273	275	278	281	284
758	765	773	780	788
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
3,333	3,366	3,400	3,434	3,468
8,585	8,671	8,758	8,845	8,934
1,010	1,020	1,030	1,041	1,051
51	51	52	52	53
-	-	-	-	-
14,400	14,400	14,400	14,400	14,400
404	408	412	416	420
-	-	-	-	-
-	-	-	-	-
\$ 100,047	\$ 101,534	\$ 103,050	\$ 104,593	\$ 106,165

ACCOUNT	DESCRIPTION	ACTUAL 2018-2019	ACTUAL 2019-2020	CURRENT BUDGET	YTD ACTUAL JULY	EOY PROJ	PROPOSED BUDGET
FIRE DEPARTMENT							
EXPENSES							
<i>Current</i>	<i>New (Incode 10)</i>						
10-5117-1103	10-1640-51000 SALARIES - OPERATIONAL	\$ 2,017,511	\$ 1,788,762	\$ 2,235,653	\$ 1,355,960	\$ 2,312,091	\$ 2,447,969
10-5117-1103.001	10-1640-51100 SALARIES - OPERATIONAL O/T	-	336,859.00		597,466.15	-	
10-5117-1301	10-1640-51300 EMPLOYEE INSURANCE	169,329	212,637	239,833	179,144	212,548	263,976
10-5117-1301.001	10-1640-51310 RETIREE INSURANCE	6,871	7,832	12,661	10,322	12,995	13,000
10-5117-1401	10-1640-51400 FICA	149,970	155,937	171,027	144,131	176,875	186,581
10-5117-1501	10-1640-51500 RETIREMENT	248,583	258,937	275,217	233,095	300,572	289,799
10-5117-1601	10-1640-51600 WORKERS COMPENSATION	84,308	52,678	61,516	56,433	57,000	47,787
10-5117-1701	10-1640-51700 UNEMPLOYMENT	1,497	6,059	1,559	11,152	11,152	11,610
10-5117-2101	10-1640-52101 OFFICE SUPPLIES & POST	856	380	1,500	194	232	1,000
10-5117-2210	10-1640-54901 FIRE DEPT BUNKER GEAR/	10,517	4,025	11,000		-	11,000
	10-1640-57001 NON CAPITAL - BUNKER GEAR				4,536	5,443	
10-5117-2210.001	10-1641-54900 EMS UNIFORMS	16,045	11,223	15,000	17,332	18,000	15,000
10-5117-2301	10-1640-52400 FUEL & LUBRICANTS FIRE	14,306	11,407	13,000	10,100	12,121	13,000
10-5117-2301.001	10-1641-52400 FUEL & LUBRICANTS EMS	62,659	45,779	50,000	45,465	55,000	55,000
10-5117-2306	10-1640-57520 PURCHASE CHILD SAFETY	-	-	-	-	-	-
10-5117-2401	10-1640-57000 NON CAPITAL - SUPPLY	9,280	7,055	10,000	10,579	11,000	9,000
10-5117-2501	10-1640-52500 CHEMICALS & FERTILIZERS	620	228	800	-	-	500
10-5117-2601	10-1640-52000 OPERATIONAL SUPPLIES	17,148	17,510	19,000	21,988	25,988	25,000
	10-1640-52100 COMPUTER SUPPLIES					-	
	10-1640-52200 POSTAGE & SHIPPING					-	
	10-1640-52700 JANITORIAL SUPPLIES					-	
	10-1640-52010 SAFETY SUPPLIES & EQUIPMENT F					-	
	10-1641-52010 SAFETY SUPPLIES & EQUIPMENT EMS					-	
	10-1640-52801 BUNKER GEAR SUPPLIES				-	-	
10-5117-2602	10-1640-52602 FIRE PREVENTION MATERIAL	292		-	-	-	-
10-5117-2604	10-1640-51800 EMPLOYEE PHYSICALS & TESTING	4,144	2,089	2,500	1,867	2,240	2,500
10-5117-2604.001	10-1640-57400 SERVICE CHARGES-CREDIT CARDS				7,967	9,561	9,000
10-5117-2607	10-1640-57200 EMPLOYEE PROGRAMS	1,094	578	1,000	1,506	1,807	1,500
10-5117-2608	10-1640-52608 EXPLORER PROGRAM EXPENSE	-			-	-	-
10-5117-2701	10-1641-57710 EMS TRAINING EXPENSE	500		-	393	400	-
10-5117-2801	10-1641-52800 MEDICAL SUPPLIES	85,651	90,006	91,000	80,426	96,512	100,000
10-5117-3201	10-1640-53100 R & M - SOFTWARE	22,243	30,163	30,000	35,067	35,100	35,000
10-5117-3501	10-1640-53300 R & M - BUILDINGS/FACILITIES	13,458	15,633	15,000	12,095	14,514	17,000
10-5117-3701	10-1640-53200 R & M - VEHICLES FIRE	42,264	38,017	42,000	38,076	50,000	42,000
10-5117-3701.001	10-1641-53200 R & M - VEHICLES EMS	30,596	28,749	31,000	28,199	33,000	31,000
	10-1640-53000 R & M - EQUIPMENT					-	9,000
	10-1641-53000 R & M - EQUIPMENT					-	10,000
10-5117-4101	10-1640-57700 TRAVEL & TRAINING	13,953	19,207	24,000	10,379	12,455	22,000
	10-1640-54400 DUES & SUBSCRIPTIONS					-	
	10-1641-54400 DUES & SUBSCRIPTIONS					-	
10-5117-4501	10-1640-54500 PROFESSIONAL SERVICES	-	17,504	2,500	-	-	-
10-5117-4501.001	10-1641-54035 ZONE C MUTUAL AID	5,000	-	-	-	-	-
10-5117-4501.002	10-1641-54001 MEDICAL DIRECTOR	17,200	19,200	19,200	16,000	19,200	20,400
10-5117-4501.003	10-1641-54002 BILLING COMMISSION	112,860	103,996	97,200	94,813	113,776	114,000
10-5117-4502	10-1640-54502 EMERGENCY MANAGEMENT SERV	56	112,284	-	-	-	-
10-5117-4601	10-1640-54600 ADVERTISING/PROMOTIONS	373		750	-	-	750
10-5117-4701	10-1640-54700 COMMUNICATION	17,564	19,826	18,000	19,960	23,952	24,000
10-5117-4801	10-1640-54800 UTILITIES	36,243	32,462	38,000	30,653	36,784	55,000

-----5 Year Projected Budget-----				
2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
\$ 2,496,928	\$ 2,546,867	\$ 2,597,804	\$ 2,649,760	\$ 2,702,756
-	-	-	-	-
266,616	269,282	271,975	274,694	277,441
6,000	6,000	6,000	6,000	6,000
191,015	194,835	198,732	202,707	206,761
324,601	331,093	337,715	344,469	351,358
48,265	48,747	49,235	49,727	50,224
2,000	6,000	2,000	6,000	2,000
1,010	1,020	1,030	1,041	1,051
11,110	11,221	11,333	11,447	11,561
15,150	15,302	15,455	15,609	15,765
13,130	13,261	13,394	13,528	13,663
55,550	56,106	56,667	57,233	57,806
-	-	-	-	-
9,090	9,181	9,273	9,365	9,459
505	510	515	520	526
25,250	25,503	25,758	26,015	26,275
-	-	-	-	-
2,525	2,550	2,576	2,602	2,628
9,090	9,181	9,273	9,365	9,459
1,515	1,530	1,545	1,561	1,577
-	-	-	-	-
-	-	-	-	-
101,000	102,010	103,030	104,060	105,101
35,350	35,704	36,061	36,421	36,785
17,170	17,342	17,515	17,690	17,867
42,420	42,844	43,273	43,705	44,142
31,310	31,623	31,939	32,259	32,581
9,090	9,181	9,273	9,365	9,459
10,100	10,201	10,303	10,406	10,510
22,220	22,442	22,667	22,893	23,122
-	-	-	-	-
-	-	-	-	-
20,604	20,810	21,018	21,228	21,441
117,420	119,768	122,164	124,607	127,099
-	-	-	-	-
758	765	773	780	788
24,240	24,482	24,727	24,974	25,224
55,550	56,106	56,667	57,233	57,806

			ACTUAL	ACTUAL	CURRENT	YTD ACTUAL		PROPOSED
ACCOUNT	DESCRIPTION		2018-2019	2019-2020	BUDGET	JULY	EOY PROJ	BUDGET
FIRE DEPARTMENT								
EXPENSES								
10-5117-4901	10-1640-54010	COUNTY DISPATCHING	63,436	65,820	67,610	56,058	67,269	69,000
	10-1640-54901	BUNKER GEAR				6,847		
10-5117-4920	10-1640-57650	COPIER LEASE	7,965	7,308	8,000	5,262	6,314	7,500
10-5117-4940	10-1640-57670	LEASE ON MODULAR UNIT	5,340	5,340	2,700	4,450	5,340	-
10-5117-4950	10-1640-59063	TRANSFER TO SELF FUNDED - FIRE	-	12,852	17,772	14,810	17,772	17,772
10-5117-4950.001	10-1641-59063	TRANSFER TO SELF FUNDED - EMS	254,829	297,559	271,232	226,027	271,232	237,014
10-5117-8204	10-1640-58000	C/O - EQUIPMENT	-			-		-
10-5117-8204.001	10-1641-58000	C/O - EQUIPMENT	-			-		-
10-5117-9117	10-1640-59100	SHOP ALLOCATION	-			-		-
10-5117-9899	10-1640-59700	OPERATING TRANSFER OUT	-			-		-
		TOTAL EXPENSES	\$ 3,544,560	\$ 3,835,901	\$ 3,897,231	\$ 3,388,752	\$ 4,028,243	\$ 4,214,657

-----5 Year Projected Budget-----				
2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
69,690	70,387	71,091	71,802	72,520
7,575	7,651	7,727	7,805	7,883
-	-	-	-	-
89,074	89,074	90,910	90,910	90,910
373,103	349,018	306,287	306,287	306,287
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
\$ 4,506,023	\$ 4,557,596	\$ 4,585,702	\$ 4,664,071	\$ 4,735,835

		ACTUAL	ACTUAL	CURRENT	YTD ACTUAL	PROPOSED		-----5 Year Projected Budget-----					
ACCOUNT	DESCRIPTION	2018-2019	2019-2020	BUDGET	JULY	EOY PROJ	BUDGET	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	
SANITATION													
EXPENSES													
Current	New (Incode 10)												
10-5119-2601	10-1720-52000	OPERATIONAL SUPPLIES	\$ 4,017	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10-5119-2605	10-1720-54100	COLLECTION AGENCY FEE	17,099	-	-	-	-	-	-	-	-	-	
10-5119-4509	10-1720-54500	PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-	
10-5119-4600	10-1720-54033	SOLID WASTE DISPOSAL CONT	806,784	856,705	881,822	745,303	894,363	921,194	948,830	977,295	1,006,614	1,036,812	1,067,917
10-5119-4610	10-1720-57320	MONTHLY CLEANUP EXPENSE	16,195	22,846	20,000	20,620	24,744	25,000	18,000	18,000	18,000	18,000	18,000
		TOTAL EXPENSES	\$ 844,095	\$ 879,551	\$ 901,822	\$ 765,923	\$ 919,108	\$ 946,194	\$ 966,830	\$ 995,295	\$ 1,024,614	\$ 1,054,812	\$ 1,085,919

ACCOUNT	DESCRIPTION	ACTUAL 2018-2019	ACTUAL 2019-2020	CURRENT BUDGET	YTD ACTUAL JULY	EOY PROJ	PROPOSED BUDGET	-----5 Year Projected Budget-----					
STREET DEPARTMENT								2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	
EXPENSES													
Current	New (Incode 10)												
10-5121-1103	10-1700-51000	SALARIES - OPERATIONAL	\$ 252,473	\$ 340,969	\$ 385,272	\$ 272,991	\$ 316,149	\$ 478,035	\$ 487,596	\$ 497,348	\$ 507,294	\$ 517,440	\$ 527,789
10-5121-1103.001	10-1700-51100	OVERTIME	9,785	12,208	13,000	10,698	11,292	13,000	12,000	12,000	12,000	12,000	12,000
10-5121-1301	10-1700-51300	EMPLOYEE INSURANCE	40,685	53,747	64,830	41,290	48,893	77,374	78,147	78,929	79,718	80,515	81,321
10-5121-1301.001	10-1700-51310	RETIREE INSURANCE	8,101	7,911	8,100	6,816	7,822	8,000	8,315	8,315	8,315	8,315	8,315
10-5121-1401	10-1700-51400	FICA	18,959	25,689	30,468	20,729	25,049	37,564	37,301	38,047	38,808	39,584	40,376
10-5121-1501	10-1700-51500	RETIREMENT	34,646	46,560	51,994	37,056	42,567	65,406	63,387	64,655	65,948	67,267	68,613
10-5121-1601	10-1700-51600	WORKERS COMPENSATION	21,496	18,629	17,481	15,234	15,500	15,266	15,419	15,573	15,729	15,886	16,045
10-5121-1701	10-1700-51700	UNEMPLOYMENT	192	1,349	230	2,127	2,127	3,038	300	1200	300	1800	300
10-5121-2210	10-1700-54900	UNIFORMS	5,202	5,717	5,000	2,523	5,000	6,500	6,565	6,631	6,697	6,764	6,832
	10-1700-51900	CLOTHING ALLOWANCE					-						
10-5121-2301	10-1700-52400	FUEL & LUBRICANTS	25,137	21,507	26,000	16,407	19,688	20,000	20,200	20,402	20,606	20,812	21,020
10-5121-2401	10-1700-57000	NON CAPITAL - SUPPLY	1,065	3,053	2,000	308	369	2,000	2,020	2,040	2,061	2,081	2,102
10-5121-2501	10-1700-52500	CHEMICALS & FERTILIZERS	-	1,299	2,500	-	-	2,500	2,525	2,550	2,576	2,602	2,628
10-5121-2601	10-1700-52000	OPERATIONAL SUPPLIES	8,826	8,813	9,000	6,695	8,034	9,000	9,090	9,181	9,273	9,365	9,459
	10-1700-52100	COMPUTER SUPPLIES					-						
	10-1700-52200	POSTAGE & SHIPPING					-						
	10-1700-52700	JANITORIAL SUPPLIES					-						
	10-1700-52010	SAFETY SUPPLIES & EQUIPMENT					-						
10-5121-2602	10-1700-51800	EMPLOYEE PHYSICALS & TESTING	652	676	550	930	930	550	556	561	567	572	578
10-5121-2607	10-1700-57200	EMPLOYEE PROGRAMS	388	321	350	140	200	350	354	357	361	364	368
10-5121-2902	10-1700-52900	TRAFFIC CONTROL SIGNS	5,365	14,691	10,000	798	2,000	10,000	10,100	10,201	10,303	10,406	10,510
10-5121-3201	10-1700-53100	R & M - SOFTWARE	-	71	-	350	350	2,400	2,424	2,448	2,473	2,497	2,522
10-5121-3701	10-1700-53200	R & M - VEHICLES	13,740	50,063	20,000	27,020	28,009	25,000	25,250	25,503	25,758	26,015	26,275
	10-1700-53000	R & M - EQUIPMENT				62	83						
10-5121-3903	10-1700-53700	R & M - STREETS	43,649	45,143	50,000	14,629	17,555	50,000	50,500	51,005	51,515	52,030	52,551
10-5121-4501	10-1700-54500	PROFESSIONAL SERVICES	825		-	1,754	2,104	-	-	-	-	-	-
10-5121-4601	10-1700-54600	ADVERTISING/PROMOTIONS	568	1,127	500	700	840	500	505	510	515	520	526
10-5121-4701	10-1700-54700	COMMUNICATION	1,420	1,144	1,500	1,463	1,756	1,500	1,515	1,530	1,545	1,561	1,577
10-5121-4904	10-1700-54300	EQUIPMENT RENTAL	-		-	-	-	-	-	-	-	-	-
10-5121-4950	10-1700-59063	SELF FUNDED DEBT ALLOC	76,460	58,100	-	-	-	9,021	76,424	101,772	112,788	128,788	128,788
10-5121-8204	10-1700-58000	C/O - EQUIPMENT	-			-	-		-	-	-	-	-
10-5121-8904	10-1700-58700	CAPITOL OUTLAY-STREET	-			-	-		-	-	-	-	-
10-5121-9110	10-1700-59060	TRANSFER TO DEBT SERVI	-			-	-		-	-	-	-	-
		TOTAL EXPENSES	\$ 569,634	\$ 718,786	\$ 698,775	\$ 480,718	\$ 556,319	\$ 837,003	\$ 910,492	\$ 950,758	\$ 975,149	\$ 1,007,187	\$ 1,020,493

ACCOUNT	DESCRIPTION	ACTUAL 2018-2019	ACTUAL 2019-2020	CURRENT BUDGET	YTD ACTUAL JULY	EOY PROJ	PROPOSED BUDGET	-----5 Year Projected Budget-----					
PARKS DEPARTMENT								2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	
EXPENSES													
Current	New (Incde 10)												
10-5123-1103	10-1800-51000	SALARIES - OPERATIONAL	\$ 209,060	\$ 240,828	\$ 278,221	\$ 229,053	\$ 271,956	\$ 335,568	\$ 342,279	\$ 349,124	\$ 356,107	\$ 363,229	\$ 370,494
10-5123-1103.001	10-1800-51100	OVERTIME	6,403	9,303	8,000	14,109	16,246	12,000	10,000	10,000	10,000	10,000	10,000
10-5123-1301	10-1800-51300	EMPLOYEE INSURANCE	35,421	42,597	54,650	42,349	51,025	65,345	65,998	66,658	67,325	67,998	68,678
10-5123-1301.001	10-1800-51310	RETIREE INSURANCE	7,854	8,158	8,100	6,344	8,081	8,100	8,315	8,315	8,315	8,315	8,315
10-5123-1401	10-1800-51400	FICA	16,178	18,762	22,049	18,417	22,047	26,589	26,184	26,708	27,242	27,787	28,343
10-5123-1501	10-1800-51500	RETIREMENT	28,477	32,976	37,627	31,759	37,466	46,296	44,496	45,386	46,294	47,220	48,164
10-5123-1601	10-1800-51600	WORKERS COMPENSATION	8,900	5,658	5,977	5,861	5,900	5,105	5,156	5,208	5,260	5,312	5,365
10-5123-1701	10-1800-51700	UNEMPLOYMENT	273	1,010	203	2,372	2,372	3,038	100	1600	100	1600	100
10-5123-2210	10-1800-54900	UNIFORMS	5,538	5,618	5,500	3,485	5,500	6,500	6,565	6,631	6,697	6,764	6,832
	10-1800-51900	CLOTHING ALLOWANCE											
10-5123-2301	10-1800-52400	FUEL & LUBRICANTS	14,284	10,751	12,500	11,191	12,500	12,500	12,625	12,751	12,879	13,008	13,138
10-5123-2401	10-1800-57000	NON CAPITAL - SUPPLY	10,626	2,531	5,000	6,187	6,500	5,000	5,050	5,101	5,152	5,203	5,255
10-5123-2501	10-1800-52500	CHEMICALS & FERTILIZERS	18,381	5,975	25,000	20,583	24,699	25,000	25,250	25,503	25,758	26,015	26,275
10-5123-2601	10-1800-52000	OPERATIONAL SUPPLIES	21,628	15,169	15,000	20,505	23,053	25,000	25,250	25,503	25,758	26,015	26,275
	10-1800-52100	COMPUTER SUPPLIES					-						
	10-1800-52200	POSTAGE & SHIPPING					-						
	10-1800-52700	JANITORIAL SUPPLIES				-	-						
	10-1800-52010	SAFETY SUPPLIES & EQUIPMENT					-						
10-5123-2602	10-1800-51800	EMPLOYEE PHYSICALS & TESTING	346	214	200	40	48	200	202	204	206	208	210
10-5123-2607	10-1800-57200	EMPLOYEE PROGRAMS	491	93	1,000	258	309	500	505	510	515	520	526
10-5123-2801	10-1800-57800	SPECIAL EVENTS & FESTIVALS	944	-	-	-	-	-	-	-	-	-	-
10-5123-3201	10-1800-53100	R & M - SOFTWARE	619	637	650	637	650	2,650	2,677	2,703	2,730	2,758	2,785
10-5123-3501	10-1800-53300	R & M - BUILDING/FACILITIES	38,855	34,867	30,000	24,368	30,000	35,000	35,350	35,704	36,061	36,421	36,785
10-5123-3502	10-1800-53502	R & M - COMMUNITY CENTER	7,675	5,338	10,000	2,550	3,060	7,500	7,575	7,651	7,727	7,805	7,883
10-5123-3503	10-1800-53402	R & M - CEMETERY	-	-	100	-	-	100	101	102	103	104	105
10-5123-3701	10-1800-53200	R & M - VEHICLES	11,150	7,673	12,000	14,722	15,724	12,000	12,120	12,241	12,364	12,487	12,612
	10-1800-53000	R & M - EQUIPMENT				40	48						
	10-1800-53400	R & M - GROUNDS				-	-						
10-5123-4101	10-1800-57700	TRAVEL & TRAINING	316	475	1,000	274	329	500	505	510	515	520	526
	10-1800-54400	DUES & SUBSCRIPTIONS					-						
10-5123-4204	10-1800-54205	CONTRACT LABOR	39,252	39,252	42,750	32,710	39,252	45,000	45,450	45,905	46,364	46,827	47,295
10-5123-4501	10-1800-54500	PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-	-
10-5123-4601	10-1800-54600	ADVERTISING/PROMOTIONS	594	512	450	-	-	450	455	459	464	468	473
10-5123-4701	10-1800-54700	COMMUNICATION	1,530	1,676	2,000	1,353	1,623	1,750	1,768	1,785	1,803	1,821	1,839
10-5123-4801	10-1800-54800	UTILITIES	79,846	78,772	80,000	63,650	76,380	80,000	80,800	81,608	82,424	83,248	84,081
10-5123-4950	10-1800-59063	SELF FUNDED DEBT ALLOC	45,137	42,449	15,790	13,159	15,790	26,535	60,075	79,684	77,114	78,215	78,215
10-5123-8000	10-1800-58500	C/O - LAND/PROPERTY ACQUISITIO	-	-	-	-	-	-	-	-	-	-	-
10-5123-8204	10-1800-58000	C/O - EQUIPMENT	-	-	-	-	-	-	-	-	-	-	-
10-5123-9110	10-1800-59060	TRANSFER TO DEBT SERVICE	-	-	-	-	-	-	-	-	-	-	-
		TOTAL EXPENSES	\$ 609,778	\$ 611,295	\$ 673,768	\$ 565,975	\$ 670,558	\$ 788,225	\$ 824,850	\$ 857,553	\$ 865,274	\$ 879,869	\$ 890,569

ACCOUNT	DESCRIPTION	ACTUAL 2018-2019	ACTUAL 2019-2020	CURRENT BUDGET	YTD ACTUAL JULY	EOY PROJ	PROPOSED BUDGET	-----5 Year Projected Budget-----					
DEVELOPMENT SERVICES		2022-2023	2023-2024	2024-2025	2025-2026	2026-2027							
EXPENSES													
Current	New (Incode 10)												
10-5128-1103	10-1900-51000	SALARIES - OPERATIONAL	\$ 258,927	\$ 237,007	\$ 196,634	\$ 131,999	\$ 154,854	\$ 210,008	\$ 214,208	\$ 218,492	\$ 222,862	\$ 227,319	\$ 231,866
10-5128-1301	10-1900-51300	EMPLOYEE INSURANCE	20,182	18,652	16,813	11,851	14,070	24,782	25,030	25,280	25,533	25,788	26,046
10-5128-1301.001	10-1900-51310	RETIREE INSURANCE	6,022	7,810	12,000	7,770	9,259	12,000	-	-	-	-	-
10-5128-1401	10-1900-51400	FICA	19,462	17,949	15,042	9,906	11,846	16,066	16,387	16,715	17,049	17,390	17,738
10-5128-1501	10-1900-51500	RETIREMENT	33,721	28,998	25,671	17,409	20,131	27,973	27,847	28,404	28,972	29,552	30,143
10-5128-1601	10-1900-51600	WORKERS COMPENSATION	1,977	1,058	985	39	40	745	753	760	768	776	783
10-5128-1701	10-1900-51700	UNEMPLOYMENT	215	654	79	1,008	1,008	1,080	50	840	50	840	50
10-5128-2101	10-1900-52101	OFFICE SUPPLIES & POST	483	707	800	576	691	900	909	918	927	937	946
10-5128-2210	10-1900-54900	UNIFORMS	3,252	1,596	2,000	1,065	2,000	2,000	2,020	2,040	2,061	2,081	2,102
	10-1900-51900	CLOTHING ALLOWANCE				154	184						
10-5128-2301	10-1900-52400	FUEL & LUBRICANTS	1,121	760	1,300	544	653	1,000	1,010	1,020	1,030	1,041	1,051
10-5128-2401	10-1900-57000	NON CAPITAL - SUPPLY	3,760	2,628	-	-	-	-	-	-	-	-	-
10-5128-2601	10-1900-52000	OPERATIONAL SUPPLIES	1,323	219	2,000	671	805	1,500	1,515	1,530	1,545	1,561	1,577
	10-1900-52100	COMPUTER SUPPLIES				-	-						
	10-1900-52200	POSTAGE & SHIPPING					-						
	10-1900-54400	DUES & SUBSCRIPTIONS					-						
	10-1900-52010	SAFETY SUPPLIES & EQUIPMENT					-						
10-5128-2602	10-1900-51800	EMPLOYEE PHYSICALS & TESTING	392	80	-	220	264	-	-	-	-	-	-
10-5128-2604	10-1900-57400	SERVICE CHARGE-CREDIT CARDS	1,766	5,356	4,000	8,792	10,551	9,000	9,090	9,181	9,273	9,365	9,459
10-5128-2607	10-1900-57200	EMPLOYEE PROGRAMS	1,025	356	-	20	24	-	-	-	-	-	-
10-5128-3201	10-1900-53100	R & M - SOFTWARE	4,057	2,928	4,000	5,834	7,000	3,000	3,030	3,060	3,091	3,122	3,153
	10-1900-53000	R & M - EQUIPMENT					-						
10-5128-3301	10-1900-53097	MAP COPIER MAINTENANCE	-		-	-	-	-	-	-	-	-	-
10-5128-3701	10-1900-53200	R & M - VEHICLES	163	378	1,250	753	904	1,250	1,263	1,275	1,288	1,301	1,314
10-5128-4101	10-1900-57700	TRAINING & TRAVEL	5,192	3,978	8,000	5,493	6,592	11,000	11,110	11,221	11,333	11,447	11,561
10-5128-4310	10-1900-54199	NPS	-		-	-	-	-	-	-	-	-	-
10-5128-4501	10-1900-54500	PROFESSIONAL SERVICES	48,966	61,129	107,000	88,591	106,309	62,500	63,125	63,756	64,394	65,038	65,688
		PROFESSIONAL SERVICES						62,500	63,125	63,756	64,394	65,038	65,688
10-5128-4501.001	10-1900-57988	FLOOD PLAIN STUDY	-		-	-	-	-	-	-	-	-	-
10-5128-4505	10-1900-54504	ENGINEERING SERVICES	2,796	895	3,000	2,713	3,256	3,000	3,030	3,060	3,091	3,122	3,153
10-5128-4601	10-1900-54600	ADVERTISING/PROMOTIONS	3,962	3,414	4,000	80	96	1,000	1,010	1,020	1,030	1,041	1,051
10-5128-4602		PUBLIC NOTICES				6,974	7,000	7,000	7,070	7,141	7,212	7,284	7,357
10-5128-4701	10-1900-54700	COMMUNICATION	2,575	2,439	2,500	1,235	1,482	1,500	1,515	1,530	1,545	1,561	1,577
10-5128-4801	10-1900-57560	ABATEMENTS	13,987	1,039	8,000	3,388	4,065	8,000	8,080	8,161	8,242	8,325	8,408
10-5128-4950	10-1900-59063	SELF FUNDED DEBT ALLOC	-			-	-		-	-	11,016	11,016	11,016
10-5128-8201	10-1900-58000	C/O - EQUIPMENT	-			-	-		-	-	-	-	-
		TOTAL EXPENSES	\$ 435,325	\$ 400,030	\$ 415,074	\$ 307,084	\$ 363,082	\$ 467,804	\$ 461,176	\$ 469,162	\$ 486,707	\$ 494,943	\$ 501,726

ACCOUNT	DESCRIPTION	ACTUAL 2018-2019	ACTUAL 2019-2020	CURRENT BUDGET	YTD ACTUAL JULY	EOY PROJ	PROPOSED BUDGET
CITY SHOP							
EXPENSES							
<i>Current</i>	<i>New (Incude 10)</i>						
10-5129-1103	10-1710-51000	\$ 50,886	\$ 52,311	\$ 53,894	\$ 45,899	\$ 54,098	\$ 55,516
10-5129-1103.001	10-1710-51100	-	-	-	-	-	-
10-5129-1301	10-1710-51300	8,018	6,757	6,987	6,026	7,031	7,951
10-5129-1401	10-1710-51400	2,968	3,980	4,123	3,437	4,138	4,247
10-5129-1501	10-1710-51500	6,718	6,894	7,036	5,997	7,033	7,395
10-5129-1601	10-1710-51600	1,722	1,222	1,298	2,167	2,167	947
10-5129-1701	10-1710-51700	18	288	26	504	20	270
10-5129-2210	10-1710-54900	562	495	1,000	330	441	1,000
10-5129-2220	10-1710-54200	4,280	4,680	4,200	3,900	4,680	4,200
10-5129-2301	10-1710-52400	2,104	2,174	2,000	1,314	1,577	2,000
10-5129-2401	10-1710-57000	938	1,105	1,000	4,570	4,600	1,000
10-5129-2601	10-1710-52000	12,371	9,551	12,000	9,776	11,731	12,000
	10-1710-52100					-	
	10-1710-52200					-	
	10-1710-52700					-	
	10-1710-52010					-	
10-5129-2602	10-1710-51800	9		-	1	1	-
10-5129-2607	10-1710-57200	-	105	-	-	-	-
10-5129-3201	10-1710-53100	-		-	2,496	2,500	2,500
10-5129-3501	10-1710-53300	9,823	7,241	9,500	3,560	4,272	9,500
10-5129-3701	10-1710-53200	788	3,525	1,000	858	1,029	1,000
	10-1710-53000				2,650	3,180	
10-5129-4401	10-1710-57300	448	448	550	448	450	550
10-5129-4701	10-1710-54700	1,373	1,258	1,500	892	1,071	1,500
10-5129-4920	10-1710-57650	3,655	3,572	3,500	2,491	2,989	3,500
10-5129-4950	10-1710-59063	-		-	-		-
	TOTAL EXPENSES	\$ 106,681	\$ 105,606	\$ 109,613	\$ 97,317	\$ 113,009	\$ 115,076

-----5 Year Projected Budget-----				
2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
\$ 56,626	\$ 57,759	\$ 58,914	\$ 60,092	\$ 61,294
200	200	200	200	200
8,030	8,111	8,192	8,274	8,357
4,332	4,419	4,507	4,597	4,689
7,361	7,509	7,659	7,812	7,968
956	966	975	985	995
20	1,000	20	1,000	1,010
1,010	1,020	1,030	1,041	1,051
4,242	4,284	4,327	4,371	4,414
2,020	2,040	2,061	2,081	2,102
1,010	1,020	1,030	1,041	1,051
12,120	12,241	12,364	12,487	12,612
-	-	-	-	-
-	-	-	-	-
2,525	2,550	2,576	2,602	2,628
9,595	9,691	9,788	9,886	9,985
1,010	1,020	1,030	1,041	1,051
556	561	567	572	578
1,515	1,530	1,545	1,561	1,577
3,535	3,570	3,606	3,642	3,679
12,852	12,852	34,885	22,033	22,033
\$ 129,516	\$ 132,344	\$ 155,276	\$ 145,317	\$ 147,273

ACCOUNT	DESCRIPTION	ACTUAL 2018-2019	ACTUAL 2019-2020	CURRENT BUDGET	YTD ACTUAL JULY	EOY PROJ	PROPOSED BUDGET	-----5 Year Projected Budget-----				
								2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
GALLOWAY HAMMOND												
EXPENSES												
<i>Current</i>		<i>New (Incode 10)</i>										
10-5135-3501	10-1813-53300	R & M - BUILDINGS/FACILITIES	\$ 3,204	\$ 2,885	\$ 5,000	\$ 281	\$ 5,000	\$ 5,000	\$ 5,000	\$ 10,000	\$ 10,000	\$ 10,000
10-5135-3601	10-1813-59910	CLOSE OUT EXPENSE	-		-	-	-	-	-	-	-	-
10-5135-4101	10-1813-54034	YMCA OPERATING SUBSIDY	100,000	100,000	100,000	83,333	100,000	100,000	100,000	100,000	100,000	100,000
10-5135-9110	10-1813-59060	TRANSFER TO DEBT SERVICE	-		-	-	-	-	-	-	-	-
		TOTAL EXPENSES	\$ 103,204	\$ 102,885	\$ 105,000	\$ 83,614	\$ 105,000	\$ 105,000	\$ 110,000	\$ 110,000	\$ 110,000	\$ 110,000

ACCOUNT		DESCRIPTION	ACTUAL 2018-2019	ACTUAL 2019-2020	CURRENT BUDGET	YTD ACTUAL JULY	EOY PROJ	PROPOSED BUDGET	-----5 Year Projected Budget-----				
HOTEL/MOTEL									2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
REVENUE													
Current		New (Incode 10)											
21-4105	21-2100-4605	INTEREST EARNED	\$ 2,128	\$ 629	\$ 1,000	\$ 105	\$ 126	\$ 250	\$ 253	\$ 255	\$ 258	\$ 260	\$ 263
21-4200	21-2100-4035	HOTEL/MOTEL TAX COLLECTED	203,271	164,728	110,000	161,229	193,474	170,000	175,000	180,250	185,658	191,227	196,964
		CREDIT CARD CONVENIENCE FEE						1,031	1,136	1,148	1,159	1,171	1,182
21-4705	21-2100-4821	TRANSFER FROM RESERVE	85,000	19,952	-	-		-	10,000	10,000	10,000	10,000	10,000
21-4898	21-2100-4888	CAPITAL CONTRIBUTION	-						-	-	-	-	-
21-4899	21-2100-4899	OPERATING TRANSFER IN				-			-	-	-	-	-
		TOTAL REVENUES	\$ 290,399	\$ 185,309	\$ 111,000	\$ 161,333	\$ 193,600	\$ 171,281	\$ 186,389	\$ 191,653	\$ 197,074	\$ 202,658	\$ 208,409
EXPENSES													
21-5100-2604	21-2100-57400	SERVICE CHARGE CREDIT CAR	\$ 300	\$ 413	\$ 500	\$ 1,344	\$ 1,613	\$ 1,500	\$ 1,515	\$ 1,530	\$ 1,545	\$ 1,561	\$ 1,577
21-5100-4602	21-2100-54927	CONTRIBUTION-CAF AIRSHOW	5,000	-	5,000	-	5,000	5,000	5,000	5,000	5,000	5,000	5,000
21-5100-4604	21-2100-54026	CHAMBER OF COMMERCE-SUBSIDY	49,200	99,200	49,200	41,000	49,200	49,200	49,200	49,200	49,200	49,200	49,200
21-5100-4604.001	21-2100-54027	CHAMBER OF COMMERCE RENTAL	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000
21-5100-4604.002	21-2100-54028	CHAMBER OF COMMERCE UTILITY	2,189	1,992	2,500	1,535	1,842	2,500	2,500	2,500	2,500	2,500	2,500
21-5100-4605	21-2100-57993	MARKETING	15,995	23,027	20,000	3,260	3,912	15,000	15,150	15,302	15,455	15,609	15,765
21-5100-4606	21-2100-54029	CENTRAL TX WATER COALITION	5,000	5,000	-	-	-	-	5,000	5,000	5,000	5,000	5,000
	21-2100-54400	DUES & SUBSCRIPTIONS											
21-5100-4607	21-2100-54928	HISTORICAL BOARD	-		-	-	-	-	4,000	4,000	4,000	4,000	4,000
21-5100-4608	21-2100-54929	YMCA	-		-	-	-	-	-	-	-	-	-
21-5100-4609	21-2100-57800	SPECIAL EVENTS & FESTIVALS	6,661	6,430	10,000	4,500	10,000	7,000	7,070	7,141	7,212	7,284	7,357
21-5100-4610	21-2100-54032	SBC (SOUTHWESTERN BELL COMPANY)	2,000	-	2,000	-	-	2,000	2,000	2,000	2,000	2,000	2,000
21-5100-4620	21-2100-59010	TFR TO GENERAL FUND - EVENTS	40,000	25,000	50,000	25,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
21-5100-4651	21-2100-59094	PAYMENT TO BEDC	75,000	-	-	-	-	-					
21-5100-9113	21-2100-59200	ADMINISTRATION ALLOCATION	6,556	5,188	3,991	5,737	6,884	6,265	6,328	6,391	6,455	6,520	6,585
21-5100-9200	21-2100-59041	TRANSFER TO ELECTRIC FUND	10,000	-	-	-	-	-	10,000	10,000	10,000	10,000	10,000
21-5100-9300	21-2100-59047	TRANSFER TO AIRPORT CAPITAL	10,000	-	-	-	-	-	-	-	-	-	-
		TOTAL EXPENSES	\$ 236,901	\$ 175,250	\$ 152,191	\$ 91,376	\$ 137,452	\$ 147,465	\$ 166,763	\$ 167,063	\$ 167,367	\$ 167,674	\$ 167,984
NET PROFIT (LOSS)			\$ 53,498	\$ 10,059	\$ (41,191)	\$ 69,957	\$ 56,148	\$ 23,816	\$ 19,626	\$ 24,589	\$ 29,707	\$ 34,984	\$ 40,426

ACCOUNT	DESCRIPTION	ACTUAL 2018-2019	ACTUAL 2019-2020	CURRENT BUDGET	YTD ACTUAL JULY	EOY PROJ	PROPOSED BUDGET	
AIRPORT FUND								
REVENUE								
Current	New (Incode 10)							
23-4600	23-2300-4570	AV GAS SALES	\$ 198,205	\$ 172,596	\$ 170,500	\$ 203,177	\$ 243,812	\$ 233,000
23-4605	23-2300-4573	JET FUEL SALES	380,650	233,032	210,000	334,159	400,991	367,000
23-4700	23-2300-4820	TRANSFER FROM GENERAL FUND	-	-	-	-	-	-
23-4701	23-2300-4999	CONTRIBUTIONS/MISC REV	1,080	375	-	-	-	-
23-4705	23-2300-4845	TRANSFER FROM BEDC	-	-	-	-	-	-
23-4850	23-2300-4565	SIGN RENTAL REVENUE	-	-	-	-	-	-
23-4860	23-2300-4571	PENALTIES - AIRPORT BILLINGS	1,125	575	450	550	660	450
23-4898	23-2300-4888	CAPITAL CONTRIBUTION	-	-	-	-	-	-
23-4899	23-2300-4899	OPERATING TRANSFER IN	-	-	-	-	-	-
23-4900	23-2300-4906	ALL HANGAR LEASE	124,695	126,832	125,000	107,971	129,565	125,000
23-4920	23-2300-4649	CAF LEASE	4,376	4,376	5,066	4,221	5,066	5,066
23-4923	23-2300-4652	GROUND LEASE	70	70	-	-	-	-
23-4924	23-2300-4653	MCBRIDE LEASE	46,298	46,298	45,893	34,558	46,050	45,893
23-4926	23-2300-4655	THRU THE FENCE LEASE	5,887	16,144	12,020	12,312	12,312	12,020
23-4927	23-2300-4656	AIRPORT PARKING PERMIT	240	1,600	2,000	2,110	2,200	2,000
23-4930	23-2300-4658	HANGER LEASE-FAULKNER	14,400	14,400	14,400	12,000	14,400	14,400
23-4937	23-2300-4659	INSURANCE CLAIM PAYMENT	-	-	-	-	-	-
23-4938	23-2300-4904	MISC. HANGAR LEASE	-	-	-	-	-	-
23-4939	23-2300-4660	INTEREST EARNED	14,052	5,605	5,700	282	339	500
23-4940	23-2300-4605	TXDOT GRANT REVENUE	-	-	-	-	-	-
23-4955	23-2300-4331	USE OF FUND BALANCE	300,303	157,533	200,000	21,949	200,000	493,069
23-4970	23-2300-4975	PRIOR YEAR ADJUSTMENTS	-	-	-	-	-	-
	23-2300-4999	MISCELLANEOUS REVENUE				100		
		TOTAL REVENUES	\$ 1,091,381	\$ 779,436	\$ 791,029	\$ 733,389	\$ 1,055,395	\$ 1,298,398

EXPENSES

<i>Current</i>	<i>New (Incode 10)</i>							
23-5100-1103	23-2300-51000	SALARIES - OPERATIONAL	\$ 66,847	\$ 66,879	\$ 66,923	\$ 58,859	\$ 69,479	\$ 70,604
23-5100-1301	23-2300-51300	EMPLOYEE INSURANCE	12,262	11,030	11,351	9,435	11,074	11,904
23-5100-1401	23-2300-51400	FICA	5,018	4,662	5,120	4,137	5,315	5,401
23-5100-1501	23-2300-51500	RETIREMENT	8,823	8,835	8,737	7,772	9,107	9,405
23-5100-1601	23-2300-51600	WORKERS COMPENSATION	1,972	-	748	373	373	570
23-5100-1701	23-2300-51700	UNEMPLOYMENT	-	-	-	-	-	-
23-5100-2301	23-2300-52400	FUEL & LUBRICANTS	496	396	800	784	941	1,000
23-5100-2401	23-2300-57000	NON CAPITAL - SUPPLY	5,273	-	500	2,868	2,868	3,000
23-5100-2601	23-2300-52000	OPERATIONAL SUPPLIES	3,186	1,730	3,000	1,471	1,765	3,000
23-5100-2602	23-2300-51800	EMPLOYEE PHYSICALS & TESTING	15	-	-	-	-	-
23-5100-2604	23-2300-57400	SERVICE CHARGE- CREDIT CARD	17,056	11,677	10,759	15,645	18,774	17,500
23-5100-2607	23-2300-57200	EMPLOYEE PROGRAMS	-	17	-	-	-	-
23-5100-3501	23-2300-53300	R & M - BUILDINGS/FACILITIES	2,558	377	1,000	150	180	1,000
23-5100-3701	23-2300-53200	R & M - VEHICLES	1,464	-	2,000	388	465	2,000
	23-2300-53000	R & M - EQUIPMENT	-	-	-	-	-	-
	23-2300-53100	R & M - SOFTWARE	-	-	-	-	-	-
23-5100-4201	23-2300-54003	FBO - CONTRACT LABOR	14,400	14,400	14,400	12,000	14,400	14,400
23-5100-4203	23-2300-54005	COMMISSION ON FUEL SAL	31,172	37,659	40,000	33,333	40,000	40,000
23-5100-4301	23-2300-57700	TRAVEL & TRAINING	3,957	75	4,000	200	240	4,000
	23-2300-54400	DUES & SUBSCRIPTIONS	-	-	-	-	-	-
23-5100-4401	23-2300-57300	INSURANCE & BONDS	14,571	8,641	9,000	1,261	8,900	10,100

-----5 Year Projected Budget-----				
2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
\$ 237,660	\$ 242,413	\$ 247,261	\$ 252,207	\$ 257,251
374,340	381,827	389,463	397,253	405,198
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
459	468	478	487	497
-	-	-	-	-
-	-	-	-	-
125,000	125,000	125,000	125,000	125,000
5,319	5,585	5,865	6,158	6,466
-	-	-	-	-
48,000	48,000	48,000	48,000	48,000
12,020	12,020	12,020	12,020	12,020
150	150	150	150	150
14,400	14,400	14,400	14,400	14,400
-	-	-	-	-
-	-	-	-	-
14,000	14,000	14,000	14,000	14,000
-	-	-	-	-
50,000	50,000	50,000	50,000	50,000
-	-	-	-	-
\$ 881,348	\$ 893,863	\$ 906,637	\$ 919,674	\$ 932,981

\$ 72,016	\$ 73,457	\$ 74,926	\$ 76,424	\$ 77,953
12,023	12,143	12,264	12,387	12,511
5,509	5,619	5,732	5,846	5,963
9,362	9,549	9,740	9,935	10,134
576	581	587	593	599
-	-	-	-	-
1,010	1,020	1,030	1,041	1,051
3,030	3,060	3,091	3,122	3,153
3,030	3,060	3,091	3,122	3,153
-	-	-	-	-
17,675	17,852	18,030	18,211	18,393
-	-	-	-	-
1,010	1,020	1,030	1,041	1,051
2,020	2,040	2,061	2,081	2,102
14,544	14,689	14,836	14,985	15,135
40,400	40,804	41,212	41,624	42,040
4,040	4,080	4,121	4,162	4,204
10,201	10,303	10,406	10,510	10,615

ACCOUNT	DESCRIPTION	ACTUAL 2018-2019	ACTUAL 2019-2020	CURRENT BUDGET	YTD ACTUAL JULY	EOY PROJ	PROPOSED BUDGET
AIRPORT FUND							
23-5100-4501	23-2300-54500	PROFESSIONAL SERVICES	42	-	-	-	-
23-5100-4601	23-2300-57530	PROPERTY TAXES	4,461	6,632	6,700	3,968	4,000
23-5100-4801	23-2300-54800	UTILITIES	7,982	8,942	9,000	7,882	10,000
23-5100-4925	23-2300-57680	LEASE - FUEL TRUCK	11,000	12,000	12,000	11,000	12,000
23-5100-4935	23-2300-57681	LEASE - JET FUEL TRUCK	15,400	16,800	16,800	15,400	16,800
23-5100-5401	23-2300-55400	JET FUEL PURCHASES	195,907	106,196	115,500	171,363	220,545
23-5100-5402	23-2300-55500	AV GAS PURCHASES	139,077	127,975	127,875	150,275	182,859
23-5100-9110	23-2300-59060	TRANSFER TO DEBT SERVI	-	-	-	-	-
23-5100-9112	23-2300-59047	TRANSFER TO AIRPORT CA	293,603	157,533	200,000	21,949	200,000
23-5100-9113	23-2300-59200	ADMINISTRATION ALLOCAT	35,232	30,419	31,457	35,866	43,039
		TOTAL EXPENSES	\$ 891,774	\$ 632,875	\$ 697,670	\$ 566,378	\$ 875,432
		NET PROFIT (LOSS)	\$ 199,607	\$ 146,561	\$ 93,359	\$ 167,011	\$ 179,964
							\$ 152,400

-----5 Year Projected Budget-----				
2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
-	-	-	-	-
4,040	4,080	4,121	4,162	4,204
10,100	10,201	10,303	10,406	10,510
12,120	12,241	12,364	12,487	12,612
16,968	17,138	17,309	17,482	17,657
224,604	229,096	233,678	238,352	243,119
178,245	181,810	185,446	189,155	192,938
61,863	60,263	59,363	58,613	57,913
50,000	50,000	50,000	50,000	50,000
40,042	40,443	40,847	41,256	41,668
\$ 794,428	\$ 804,551	\$ 815,589	\$ 826,997	\$ 838,678
\$ 86,920	\$ 89,313	\$ 91,048	\$ 92,678	\$ 94,303

AV FUEL							
GALLONS SOLD			44,377	44,858		48,769	
TOTAL SALES			\$ 198,205	\$ 172,596	\$ 170,500	203,177	\$ 243,812
COST OF FUEL			139,077	127,975	127,875	150,275	182,859
PROFIT			\$ 59,128	\$ 44,621	\$ 42,625	52,902	\$ 60,953
PROFIT MARGIN			29.83%	25.85%	25.00%	26.04%	25.00%

\$ 237,660	\$ 242,413	\$ 247,261	\$ 252,207	\$ 257,251
178,245	181,810	185,446	189,155	192,938
\$ 59,415	\$ 60,603	\$ 61,815	\$ 63,052	\$ 64,313
25.00%	25.00%	25.00%	25.00%	25.00%

JET FUEL							
GALLONS SOLD			80,899	59,346		86,925	
TOTAL SALES			\$ 380,650	\$ 233,032	\$ 210,000	334,159	\$ 400,991
COST OF FUEL			195,907	106,196	115,500	171,363	220,545
PROFIT			\$ 184,743	\$ 126,836	\$ 94,500	162,797	\$ 180,446
PROFIT MARGIN			48.53%	54.43%	45.00%	48.72%	45.00%

\$ 374,340	\$ 381,827	\$ 389,463	\$ 397,253	\$ 405,198
224,604	229,096	233,678	238,352	243,119
\$ 149,736	\$ 152,731	\$ 155,785	\$ 158,901	\$ 162,079
40.00%	40.00%	40.00%	40.00%	40.00%

ACCOUNT	DESCRIPTION	ACTUAL	ACTUAL	CURRENT	YTD ACTUAL	PROPOSED			-----5 Year Projected Budget-----				
		2018-2019	2019-2020	BUDGET	JULY	EOY PROJ	BUDGET	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	
POLICE SEIZURE													
REVENUE													
Current		New (Incode 10)											
24-4000	24-2400-4230	SEIZURE MONEY	\$ 150	\$ -	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24-4100	24-2400-4605	INTEREST EARNED	6	6	6	0	0	0	6	6	6	6	6
24-4955	24-2400-4955	USE OF RESERVES	-	-	3,000	-	-	-	-	-	-	-	-
		TOTAL REVENUES	\$ 156	\$ 6	\$ 3,156	\$ 0	\$ 0	\$ 0	\$ 6	6	6	6	6
EXPENSES													
24-5100-2602	24-1600-59410	USE OF SEIZURE MONEY	\$ -	\$ 3,000	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					-				-	-	-	-	-
		TOTAL EXPENSES	\$ -	\$ 3,000	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		NET PROFIT (LOSS)	\$ 156	\$ (2,994)	\$ 156	\$ 0	\$ 0	\$ 0	\$ 6	6	6	6	6

ACCOUNT	DESCRIPTION	ACTUAL 2018-2019	ACTUAL 2019-2020	CURRENT BUDGET	YTD ACTUAL JULY	EOY PROJ	PROPOSED BUDGET	
MUNICIPAL COURT SPECIAL REVENUE								
REVENUE								
Current	New (Incode 10)							
25-4605	25-2500-4605	INTEREST EARNED	\$ 90	\$ 85	\$ 91	\$ 56	\$ 67	\$ 91
25-4606	25-2500-4205	RESTRICTED REVENUE - CHILD SAFETY	10,495	10,070	10,000	10,838	13,006	10,000
25-4607	25-2500-4206	RESTRICTED REVENUE - TECH FUNDS	3,065	1,337	2,000	303	364	2,000
25-4608	25-2500-4207	RESTRICTED REVENUE - SECURITY	2,299	1,002	1,500	228	273	2,500
25-4609	25-2500-4208	RESTRICTED REVENUE - JUDICIAL EFFICIENCY	457	203	-	66	79	-
25-4610	25-2500-4209	RESTRICTED REVENUE - JURY REIMB.	-	-	-	-	-	-
25-4611	25-2500-4210	RESTRICTED REVENUE - JUDICIAL SUPPORT	456	201	-	44	52	-
25-4612	25-2500-4211	RESTRICTED REVENUE - INDIGENT	-	-	-	-	-	-
25-4613	25-2500-4213	LMCBSF (SECURITY)	-	2,025	-	2,425	2,910	-
25-4614	25-2500-4214	LTPDF (TRUANCY PREVENTION)	-	2,062	-	2,470	2,965	-
25-4615	25-2500-4215	LMCTF (TECH)	-	1,650	-	1,976	2,372	-
25-4616	25-2500-4216	LMJF (JURY FUND)	-	41	-	49	59	-
25-4955	25-2500-4955	USE OF FUND BALANCE	8,800	-	12,500	-	-	12,500
		TOTAL REVENUES	\$ 25,662	\$ 18,676	\$ 26,091	\$ 18,456	\$ 22,147	\$ 27,091
EXPENSES								
25-5100-8800	25-2510-58198	COMPUTERS - POLICE VEHICLES	\$ -	-	\$ 3,000	\$ -	\$ 3,000	\$ 3,000
25-5116-2401	25-2500-57000	NON CAPITAL - SUPPLY (RECEIPT PRINTER)	-	-	-	1,253	1,253	-
25-5100-8900	25-2530-57984	CHILD SAFETY PROGRAMS	12,998	5,319	15,000	5,000	6,000	15,000
25-5100-8911	25-2520-58463	COURT/CHAMBER SAFETY UPGRADE	-	-	-	-	-	6,000
25-5100-8912	25-2520-57540	BAILIFF PAY	-	670	2,000	939	1,127	2,000
25-5116-8850	25-2500-58094	COMPUTER COURT	-	1,019	-	3,020	3,020	-
25-5100-8909	25-2500-58492	CT/UTILITY REMODEL PROJECT	10,069	-	6,000	-	-	-
		TOTAL EXPENSES	\$ 23,067	\$ 7,008	\$ 26,000	\$ 10,212	\$ 14,400	\$ 26,000
		NET PROFIT (LOSS)	\$ 2,595	\$ 11,668	\$ 91	\$ 8,244	\$ 7,747	\$ 1,091

-----5 Year Projected Budget-----				
2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
\$ 92	\$ 93	\$ 94	\$ 95	\$ 96
10,100	10,201	10,303	10,406	10,510
2,020	2,040	2,061	2,081	2,102
2,525	2,550	2,576	2,602	2,628
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
\$ 14,737	\$ 14,884	\$ 15,033	\$ 15,183	\$ 15,335
2,020	2,040	2,061	2,081	2,102
10,100	10,201	10,303	10,406	10,510
-	-	-	-	-
2,525	2,550	2,576	2,602	2,628
-	-	-	-	-
-	-	-	-	-
\$ 14,645	\$ 14,791	\$ 14,939	\$ 15,089	\$ 15,240
\$ 92	\$ 93	\$ 94	\$ 95	\$ 96

			ACTUAL	ACTUAL	CURRENT	YTD ACTUAL		PROPOSED	-----5 Year Projected Budget-----				
ACCOUNT	DESCRIPTION		2018-2019	2019-2020	BUDGET	JULY	EOY PROJ	BUDGET	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
FD COMMUNITY													
REVENUE													
Current		New (Incode 10)											
27-4301	27-1640-4999	CONTRIBUTIONS	\$ 9,101	\$ 1,625	\$ 1,000	\$ 500	\$ 500	\$ 5,000	\$ 5,050	\$ 5,101	\$ 5,152	\$ 5,203	\$ 5,255
27-4898	27-1640-4888	CAPITAL CONTRIBUTIONS				-	-						
27-4955	27-1640-4955	USE OF FUND BALANCE	-		9,000	-	192	-	-	-	-	-	-
		TOTAL REVENUES	\$ 9,101	\$ 1,625	\$ 10,000	\$ 500	\$ 692	\$ 5,000	\$ 5,050	\$ 5,101	\$ 5,152	\$ 5,203	\$ 5,255
EXPENSES													
27-5117-2608	27-1640-59400	USE OF FUNDS	\$ 5,407	\$ 3,109	\$ 10,000	\$ 692	\$ 692	\$ 5,000	\$ 5,050	\$ 5,101	\$ 5,152	\$ 5,203	\$ 5,255
					-			-	-	-	-	-	-
		TOTAL EXPENSES	\$ 5,407	\$ 3,109	\$ 10,000	\$ 692	\$ 692	\$ 5,000	\$ 5,050	\$ 5,101	\$ 5,152	\$ 5,203	\$ 5,255
		NET PROFIT (LOSS)	\$ 3,694	\$ (1,484)	\$ -	\$ (192)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

ACCOUNT		DESCRIPTION	ACTUAL 2018-2019	ACTUAL 2019-2020	CURRENT BUDGET	YTD ACTUAL JULY	EOY PROJ	PROPOSED BUDGET	-----5 Year Projected Budget-----				
PD EXPLORERS									2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
REVENUE													
Current		New (Incode 10)											
28-4605	28-1600-4605	INTEREST	\$ 12	\$ 13	\$ -	\$ 7	\$ 9	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 11
28-4927	28-1600-4923	CONTRIBUTIONS	1,125		-	-	-	-	-	-	-	-	-
28-4989	28-1600-4888	CAPITAL CONTRIBUTIONS			1,000	500	500	1,000	1,000	1,000	1,000	1,000	1,000
28-4955	28-1600-4995	USE OF FUND BALANCE	-		3,000	-	-	-	-	-	-	-	-
		TOTAL REVENUES	\$ 1,137	\$ 13	\$ 4,000	\$ 507	\$ 509	\$ 1,010	\$ 1,010	\$ 1,010	\$ 1,010	\$ 1,010	\$ 1,011
EXPENSES													
28-5115-2608	28-1600-52608	EXPLORER PROGRAM EXPENSES	\$ 595		\$ 4,000	\$ 191	\$ -	\$ 1,000	1,000	1,000	1,000	1,000	1,000
	28-1600-52000	OPERATING SUPPLIES											
	28-1600-52010	SAFETY SUPPLIES											
	28-1600-54400	DUES & SUBSCRIPTIONS											
	28-1600-54900	UNIFORMS											
	28-1600-52010	SAFETY SUPPLIES & EQUIPMENT											
		TOTAL EXPENSES	\$ 595	\$ -	\$ 4,000	\$ 191	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
		NET PROFIT (LOSS)	\$ 542	\$ 13	\$ -	\$ 316	\$ 509	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 11

ACCOUNT	DESCRIPTION	ACTUAL 2018-2019	ACTUAL 2019-2020	CURRENT BUDGET	YTD ACTUAL JULY	EOY PROJ	PROPOSED BUDGET	-----5 Year Projected Budget-----				
FD EXPLORERS								2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
REVENUE												
Current	New (Incode 10)											
29-4301	29-1640-4930	Contributions	\$ 2,600	\$ 1,320	\$ -	\$ 35	\$ 35	\$ -	\$ -	\$ -	\$ -	\$ -
29-4605	29-1640-4605	Interest	6	8	-	4	5	10	10	10	10	11
29-4898	29-1640-4995	Capital Contributions			1,000	-		1,000	1,000	1,000	1,000	1,000
29-4955	29-1640-4955	Use of Fund Balance	-		3,000	-	-	-	-	-	-	-
		TOTAL REVENUES	\$ 2,606	\$ 1,328	\$ 4,000	\$ 39	\$ 40	\$ 1,010	\$ 1,010	\$ 1,010	\$ 1,010	\$ 1,011
EXPENSES												
29-5117-2608	29-1640-52608	Explorer Program Expenses	\$ 1,695	\$ 48	\$ 4,000	\$ 445	\$ 445	\$ 1,000	1,000	1,000	1,000	1,000
	29-1640-52000	OPERATING SUPPLIES										
	29-1640-52010	SAFETY SUPPLIES										
	29-1640-54400	DUES & SUBSCRIPTIONS										
	29-1640-54900	UNIFORMS										
	29-1640-52010	SAFETY SUPPLIES & EQUIPMENT										
		TOTAL EXPENSES	\$ 1,695	\$ 48	\$ 4,000	\$ 445	\$ 445	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
		NET PROFIT (LOSS)	\$ 911	\$ 1,280	\$ -	\$ (406)	\$ (405)	\$ 10	\$ 10	\$ 10	\$ 10	\$ 11

		DESCRIPTION	ACTUAL 2018-2019	ACTUAL 2019-2020	CURRENT BUDGET	YTD ACTUAL JULY	EOY PROJ	PROPOSED BUDGET
ELECTRIC FUND								
REVENUE								
<i>Current</i>	<i>New (Incode 10)</i>							
41-4000	41-4100-4500	RESIDENTIAL BILLING	\$ 3,190,718	\$ 3,172,546	\$ 3,191,000	\$ 2,661,403	\$ 3,340,000	\$ 3,340,000
41-4005	41-4100-4502	COMMERCIAL BILLING	5,426,884	5,191,428	5,330,000	4,246,137	5,300,000	5,300,000
41-4010		INDUSTRIAL BILLING			-	-	-	-
41-4200	41-4100-4860	INTERDEPARTMENTAL	301,236	294,205	295,400	253,102	360,000	360,000
41-4300	41-4100-4545	PENALTIES	88,802	58,187	85,000	56,588	75,451	85,000
41-4400	41-4100-4505	ELECTRIC CONNECT	17,017	31,868	3,000	18,999	19,000	3,000
41-4500	41-4100-4507	POLE RENTAL	48,251	81,606	47,000	48,341	48,341	47,000
41-4600	41-4100-4999	OTHER REVENUE	171,404	620,547	15,000	12,704	15,244	15,000
		LESS LCRA CREDIT		(599,368)	-	-	-	-
41-4605	41-4100-4605	INTEREST INCOME	23,752	16,750	5,000	1,394	1,673	5,000
		CREDIT CARD CONVENIENCE FEE						45,144
41-4650	41-4100-4904	INSURANCE REIMBURSEMENT	675	6,658	-	-	-	-
41-4850	41-4100-4849	TRANSFER FROM HOT	10,000	-	-	-	-	-
41-4898	41-4100-4898	CAPITAL CONTRIBUTION	-	-	-	-	-	-
41-4899	41-4100-4899	OPERATING TRANSFER IN	-	-	-	-	-	-
41-4955	41-4100-4955	USE OF FUND BALANCE	46,891	225,011	75,000	52,712	75,000	230,000
41-4957	41-4100-4888	CAPITAL CONTRIBUTIONS	-	-	-	-	-	-
41-4970	41-4100-4975	PRIOR PERIOD ADJUSTMENTS	-	-	-	-	-	-
			\$ 9,325,630	\$ 9,099,438	\$ 9,046,400	\$ 7,351,380	\$ 9,234,709	\$ 9,430,144

EXPENSES

<i>Current</i>	<i>New (Incode 10)</i>							
41-5300-1103	41-4100-51000	SALARIES - OPERATIONAL	\$ 594,228	\$ 622,365	\$ 671,835	\$ 565,694	\$ 666,754	\$ 718,070
41-5300-1103.001	41-4100-51100	OVERTIME	19,879	18,600	20,000	30,905	37,086	20,000
41-5300-1301	41-4100-51300	EMPLOYEE INSURANCE	74,846	72,761	79,043	63,686	75,073	83,688
41-5300-1301.001	41-4100-51310	RETIREE INSURANCE	10,226	10,183	9,451	7,408	8,889	9,451
41-5300-1401	41-4100-51400	FICA	43,902	45,472	52,925	42,676	53,844	56,462
41-5300-1501	41-4100-51500	RETIREMENT	81,177	84,591	90,344	78,007	91,499	98,282
41-5300-1601	41-4100-51600	WORKERS COMPENSATION	13,703	9,313	13,035	11,519	12,000	10,836
41-5300-1701	41-4100-51700	UNEMPLOYMENT	99	1,589	276	2,772	2,772	3,038
41-5300-2101	41-4100-52001	OFFICE SUPPLIES & POST	8,352	10,899	10,000	12,290	14,748	15,000
	41-4100-52100	COMPUTER SUPPLIES						
	41-4100-52700	JANITORIAL SUPPLIES						
	41-4100-54400	DUES & SUBSCRIPTIONS						
	41-4100-52010	SAFETY SUPPLIES & EQUIPMENT						
41-5300-2210	41-4100-54800	UNIFORMS	6,966	6,374	7,000	6,881	7,000	7,000
	41-4100-51900	COTHING ALLOWANCE					-	
41-5300-2301	41-4100-52400	FUEL & LUBRICANTS	14,942	12,948	15,000	11,439	13,726	15,000
41-5300-2401	41-4100-57000	NON CAPITAL - SUPPLY	4,536	1,977	5,000	7,765	8,000	5,000
41-5300-2601	41-4100-52000	OPERATIONAL SUPPLIES	21,793	14,575	18,000	16,708	20,050	20,000
41-5300-2602	41-4100-51800	EMPLOYEE PHYSICALS & TESTING	299	716	1,000	170	204	1,000
41-5300-2604	41-4100-57400	SERVICE CHARGE-CREDIT CARDS	34,133	60,938	64,760	38,257	65,664	65,664
41-5300-2605	41-4100-54100	COLLECTION AGENCY FEE	65	-	500	-	-	500
41-5300-2607	41-4100-57200	EMPLOYEE PROGRAMS	235	380	1,000	262	314	1,000
41-5300-2803	41-4100-52200	POSTAGE & SHIPPING	628	723	1,000	125	150	1,000
41-5300-3201	41-4100-53100	R & M - SOFTWARE	33,315	44,514	43,000	43,165	51,798	45,000
41-5300-3601	41-4100-53601	R & M - SYSTEMS DEFICIENCY CORR	174,999	58,663	120,000	52,480	120,000	100,000
41-5300-3605	41-4100-53500	R & M - CUSTOMER INSTALLATION	-	-	20,000	3,000	3,600	10,000
41-5300-3606	41-4100-53600	R & M - METERS	11,020	3,770	10,000	-	-	10,000
41-5300-3701	41-4100-53200	R & M - VEHICLES	11,607	18,304	15,000	5,878	7,054	15,000

-----5 Year Projected Budget-----				
2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
\$ 3,406,800	\$ 3,474,936	\$ 3,544,435	\$ 3,615,323	\$ 3,687,630
5,406,000	5,514,120	5,624,402	5,736,890	5,851,628
-	-	-	-	-
367,200	374,544	382,035	389,676	397,467
86,700	88,434	90,203	92,007	93,849
3,030	3,060	3,091	3,122	3,153
47,470	47,945	48,424	48,908	49,397
15,150	15,302	15,455	15,609	15,765
5,050	5,101	5,152	5,203	5,255
49,740	50,238	50,740	51,248	51,760
-	-	-	-	-
10,000	10,000	10,000	10,000	10,000
-	-	-	-	-
-	-	-	-	-
75,000	75,000	75,000	75,000	75,000
-	-	-	-	-
-	-	-	-	-
\$ 9,472,140	\$ 9,658,679	\$ 9,848,936	\$ 10,042,986	\$ 10,240,905

\$ 732,432	\$ 747,080	\$ 762,022	\$ 777,262	\$ 792,808
20,000	20,000	20,000	20,000	20,000
84,525	85,370	86,223	87,086	87,957
12,000	12,000	12,000	12,000	12,000
56,031	57,152	58,295	59,461	60,650
95,216	97,120	99,063	101,044	103,065
10,945	11,054	11,165	11,276	11,389
200	2,200	200	2,200	200
15,150	15,302	15,455	15,609	15,765
7,070	7,141	7,212	7,284	7,357
15,150	15,302	15,455	15,609	15,765
5,050	5,101	5,152	5,203	5,255
20,200	20,402	20,606	20,812	21,020
1,010	1,020	1,030	1,041	1,051
66,321	66,984	67,654	68,330	69,014
505	510	515	520	526
1,010	1,020	1,030	1,041	1,051
1,010	1,020	1,030	1,041	1,051
45,450	45,905	46,364	46,827	47,295
101,000	102,010	103,030	104,060	105,101
10,100	10,201	10,303	10,406	10,510
10,100	10,201	10,303	10,406	10,510
15,150	15,302	15,455	15,609	15,765

			ACTUAL	ACTUAL	CURRENT	YTD ACTUAL	PROPOSED	
DESCRIPTION			2018-2019	2019-2020	BUDGET	JULY	EOY PROJ	BUDGET
ELECTRIC FUND								
	41-4100-53000	R & M - EQUIPMENT				90	108	
41-5300-4101	41-4100-57700	TRAVEL & TRAINING	16,374	11,609	20,000	11,077	13,292	15,000
41-5300-4401	41-4100-57300	INSURANCE & BONDS	1,050	50	1,050	1,049	1,050	1,050
41-5300-4501	41-4100-54500	PROFESSIONAL SERVICES	4,414	4,079	20,000	5,155	6,186	10,000
41-5300-4501.001	41-4100-54501	PROFESSIONAL SERVICES	1,876	-	-	-	-	-
41-5300-4601	41-4100-54600	ADVERTISING/PROMOTIONS	198	132	500	-	-	500
41-5300-4701	41-4100-54700	COMMUNICATION	10,108	9,837	10,000	8,794	10,552	10,000
41-5300-4801	41-4100-54800	UTILITIES	13,201	13,161	15,500	11,150	13,380	15,500
41-5300-4903	41-4100-54910	POLE RENTAL CONTRACT -	4,945	6,501	6,500	8,690	8,700	8,700
41-5300-4904	41-4100-54300	RENTAL OF EQUIPMENT	-	-	-	-	-	-
41-5300-4920	41-4100-57650	LEASE PURCHASE-COPIER	-	-	-	-	-	-
41-5300-4950	41-4100-59063	SELF FUNDED DEBT ALLOC	44,917	31,697	32,999	27,499	32,999	19,780
41-5300-5101	41-4100-55100	COST OF POWER	5,054,913	4,883,875	4,959,225	4,105,398	5,166,000	5,166,000
41-5300-7202	41-4100-54911	UTILITY CREDIT LIBRARY	3,600	3,600	3,600	3,600	3,600	3,600
41-5300-7203	41-4100-54912	CONTRIBUTION TO LIBRARY	8,400	8,400	8,400	7,000	8,400	8,400
41-5300-7204	41-4100-54915	UTILITIES - FT. CROGHAN	3,407	4,082	4,500	4,327	4,500	4,500
41-5300-7206	41-4100-54926	UTILITY CREDIT NEIGHBOR	-	-	-	-	-	-
41-5300-7207	41-4100-54916	CARTS PROGRAM	8,000	8,000	8,000	8,000	8,000	8,000
41-5300-7208	41-4100-54917	SENIOR NUTRITION	10,000	10,000	10,000	10,000	10,000	15,000
41-5300-7209	41-4100-54918	UTILITY CREDIT CHILD ADV	5,723	6,104	8,200	4,918	5,901	8,200
41-5300-7209.001	41-4100-54919	CHILDREN'S ADVOCACY CENTER	5,500	5,500	5,500	5,500	5,500	6,500
41-5300-7215	41-4100-54920	UTILITY CREDIT BOYS/GIRLS	8,552	8,500	8,500	8,288	8,500	8,500
41-5300-7218	41-4100-54945	UTILITY CREDIT DPS	-	-	-	-	-	-
41-5300-7220	41-4100-54913	MISCELLANEOUS CONTRIBU	5,600	9,350	7,500	4,032	7,500	7,500
41-5300-7221	41-4100-54943	YMCA UTILITY CREDIT	-	-	-	-	-	-
41-5300-7222	41-4100-54942	SETON CARE-A-VAN	-	-	-	-	-	-
41-5300-7223	41-4100-54921	HILL COUNTRY COMM FOUND	4,133	4,000	4,000	3,125	4,000	4,000
41-5300-7224	41-4100-54922	UTILITY CREDIT LA CARE	4,370	4,087	5,000	3,087	3,704	5,000
41-5300-7225	41-4100-54941	PURCHASE CHILD SAFETY	-	-	-	-	-	-
41-5300-7226	41-4100-54923	PD EXPLORER PROGRAM EX	1,000	-	1,000	-	-	-
41-5300-7227	41-4100-54924	FD EXPLORER PROGRAM EX	1,000	-	1,000	-	-	-
41-5300-7228	41-4100-54925	HILL COUNTRY 100 CLUB	2,500	-	2,500	5,000	5,000	2,500
41-5300-8204	41-4100-58000	C/O - EQUIPMENT	-	7,568	-	-	-	-
41-5300-8500	41-4100-56300	INTEREST EXPENSE	-	-	-	-	-	-
41-5300-8701	41-4100-58600	C/O - DISTRIBUTION	31,657	30,025	25,000	21,854	25,000	25,000
41-5300-8905	41-4100-58010	C/O - XMAS DECORATION	17,795	7,700	10,000	244	10,000	10,000
41-5300-8952	41-4100-56191	AMORTIZATION REFUNDING	-	-	-	-	-	-
41-5300-8953	41-4100-56190	AMORTIZATION ISSUANCE	-	-	-	-	-	-
41-5300-9105	41-4100-59010	TRANSFER TO GENERAL FUND	-	-	-	-	-	-
41-5300-9106	41-4100-59048	TRANSFER TO ELECTRIC C	46,891	225,011	75,000	20,000	75,000	230,000
41-5300-9110	41-4100-59060	TRANSFER TO DEBT SERVICE	47,229	49,041	51,740	43,117	51,740	49,350
41-5300-9112	41-4100-59112	IN LIEU OF FRANCHISE	-	-	-	-	-	-
41-5300-9113	41-4100-59200	ADMINISTRATION ALLOCATION	339,430	359,599	394,000	322,770	387,324	409,541
41-5300-9115	41-4100-59115	RETURN ON INVESTMENT	1,582,135	1,549,591	1,665,263	1,324,716	1,639,441	1,639,441
41-5300-9116	41-4100-59116	IN-LIEU OF PROPERTY TAX	-	-	-	-	-	-
41-5300-9117	41-4100-59100	SHOP ALLOCATION	26,670	26,402	27,403	24,329	29,195	28,769
41-5300-9200	41-4100-59800	PRIOR YEAR ADJUSTMENTS	-	-	-	-	-	-
41-5300-9500	41-4100-59900	DEPRECIATION EXPENSE	-	-	-	-	-	-
41-5300-9899	41-4100-59700	OPERATING TRANSFER OUT	-	-	-	-	-	-
		TOTAL EXPENSES	\$ 8,476,538	\$ 8,387,156	\$ 8,660,048	\$ 7,003,894	\$ 8,804,799	\$ 9,031,322

-----5 Year Projected Budget-----				
2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
15,150	15,302	15,455	15,609	15,765
1,061	1,071	1,082	1,093	1,104
10,100	10,201	10,303	10,406	10,510
-	-	-	-	-
505	510	515	520	526
10,100	10,201	10,303	10,406	10,510
15,655	15,812	15,970	16,129	16,291
8,787	8,875	8,964	9,053	9,144
-	-	-	-	-
-	-	-	-	-
72,118	420,164	121,206	198,687	237,244
5,163,750	5,267,025	5,372,366	5,479,813	5,589,409
3,636	3,672	3,709	3,746	3,784
8,484	8,569	8,655	8,741	8,828
4,545	4,590	4,636	4,683	4,730
-	-	-	-	-
8,080	8,161	8,242	8,325	8,408
15,150	15,302	15,455	15,609	15,765
8,282	8,365	8,448	8,533	8,618
6,565	6,631	6,697	6,764	6,832
8,585	8,671	8,758	8,845	8,934
-	-	-	-	-
7,575	7,651	7,727	7,805	7,883
-	-	-	-	-
-	-	-	-	-
4,040	4,080	4,121	4,162	4,204
5,050	5,101	5,152	5,203	5,255
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
2,525	2,550	2,576	2,602	2,628
-	-	-	-	-
-	-	-	-	-
25,250	25,503	25,758	26,015	26,275
10,100	10,201	10,303	10,406	10,510
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
75,000	75,000	75,000	75,000	75,000
53,000	51,500	-	-	-
-	-	-	-	-
413,637	417,773	421,951	426,170	430,432
1,672,230	1,705,674	1,739,788	1,774,584	1,810,075
-	-	-	-	-
29,057	29,347	29,641	29,937	30,236
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
\$ 8,983,639	\$ 9,496,895	\$ 9,312,338	\$ 9,562,973	\$ 9,774,003

DESCRIPTION	ACTUAL 2018-2019	ACTUAL 2019-2020	CURRENT BUDGET	YTD ACTUAL JULY	EOY PROJ	PROPOSED BUDGET
ELECTRIC FUND						
NET PROFIT (LOSS)	\$ 849,092	\$ 712,282	\$ 386,352	\$ 347,486	\$ 429,911	\$ 398,822

Net Electric Sales

41-4000	41-4100-4500	RESIDENTIAL BILLING	3,190,718	3,172,546	3,191,000	2,661,403	3,340,000	3,340,000
41-4005	41-4100-4502	COMMERCIAL BILLING	5,426,884	5,191,428	5,330,000	4,246,137	5,300,000	5,300,000
41-4010		INDUSTRIAL BILLING			-		-	-
41-4200	41-4100-4860	INTERDEPARTMENTAL	301,236	294,205	295,400	253,102	360,000	360,000
		TOTAL ELECTRIC SALES	8,918,838	8,658,179	8,816,400	7,160,642	9,000,000	9,000,000
41-5300-5101	41-4100-55100	COST OF POWER	5,054,913	4,883,875	4,959,225	4,105,398	5,166,000	5,166,000
			56.68%	56.41%	56.25%	57.33%	57.40%	57.40%
		NET ELECTRIC SALES	3,863,925	3,774,304	3,857,175	3,055,244	3,834,000	3,834,000
		%	43.32%	43.59%	43.75%	42.67%	42.60%	42.60%

-----5 Year Projected Budget-----				
2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
\$ 488,501	\$ 161,784	\$ 536,598	\$ 480,013	\$ 466,902

3,406,800	3,474,936	3,544,435	3,615,323	3,687,630
5,406,000	5,514,120	5,624,402	5,736,890	5,851,628
-	-	-	-	-
367,200	374,544	382,035	389,676	397,469
9,180,000	9,363,600	9,550,872	9,741,889	9,936,727
5,163,750	5,267,025	5,372,366	5,479,813	5,589,409
56.25%	56.25%	56.25%	56.25%	56.25%
4,016,250	4,096,575	4,178,507	4,262,077	4,347,318
43.75%	43.75%	43.75%	43.75%	43.75%

		DESCRIPTION	ACTUAL 2018-2019	ACTUAL 2019-2020	CURRENT BUDGET	YTD ACTUAL JULY	EOY PROJ	PROPOSED BUDGET	-----5 Year Projected Budget-----				
		2022-2023	2023-2024	2024-2025	2025-2026	2026-2027							
WATER AND WASTEWATER FUND													
REVENUE													
Current	New (Incode 10)												
42-4000	42-4200-4526	WATER RESIDENTIAL BILLING	\$ 1,363,646	\$ 1,484,158	\$ 1,380,000	\$ 1,223,786	\$ 1,500,000	\$ 1,500,000	\$ 1,530,000	\$ 1,560,600	\$ 1,591,812	\$ 1,623,648	\$ 1,656,121
42-4005	42-4200-4529	WATER COMMERCIAL BILLING	925,265	943,750	920,000	723,993	900,000	900,000	918,000	936,360	955,087	974,189	993,673
42-4015	42-4200-4535	SEWER RESIDENTIAL BILLING	1,822,717	1,836,241	1,840,000	1,573,485	1,895,000	1,920,000	1,958,400	1,997,568	2,037,519	2,078,270	2,119,835
42-4020	42-4210-4536	SEWER COMMERCIAL BILLING			-		-	-	-	-	-	-	-
42-4025	42-4210-4537	SEWER INDUSTRIAL BILLING			-		-	-	-	-	-	-	-
42-4100	42-4200-4520	PENALTIES - WATER BILLINGS	23,585	18,015	23,000	16,905	20,286	23,000	23,690	24,401	25,133	25,887	26,663
42-4150	42-4210-4532	PENALTIES - SEWER BILLINGS	22,729	14,654	23,000	15,343	18,411	23,000	23,690	24,401	25,133	25,887	26,663
42-4400	42-4200-4528	WATER CONNECTIONS	19,650	28,950	20,000	24,759	25,000	20,000	20,200	20,402	20,606	20,812	21,020
42-4405	42-4210-4530	SEWER CONNECTIONS	13,550	10,923	10,000	2,700	3,000	10,000	10,100	10,201	10,303	10,406	10,510
42-4500	42-4200-4525	IRRIGATION REVENUE	2,250	-	2,500	18,768	22,521	2,500	2,525	2,550	2,576	2,602	2,628
42-4600	42-4200-4905	OTHER REVENUE-WATER	11,814	4,773	4,000	10,004	10,004	4,000	4,040	4,080	4,121	4,162	4,204
42-4603	42-4210-4910	OTHER REVENUE - SEWER	560	509	-	619	619	-	-	-	-	-	-
42-4604	42-4200-4900	INSURANCE CLAIM PAYMENTS	1,682	5,688	-	1,106	1,106	-	-	-	-	-	-
42-4605	42-4200-4605	INTEREST EARNED - WATER	20,097	14,942	3,000	913	1,096	3,000	3,030	3,060	3,091	3,122	3,153
		CREDIT CARD CONVENIENCE FEE						19,920	21,948	22,167	22,389	22,613	22,839
42-4711	42-4200-4848	TRANSFER FROM DEBT SERVICE	-	-	-	-	-	-	-	-	-	-	-
42-4898	42-4200-4898	CAPITAL CONTRIBUTION	-	-	-	-	-	-	-	-	-	-	-
42-4899	42-4200-4899	OPERATING TRANSFER IN	-	-	-	-	-	-	-	-	-	-	-
42-4955	42-4200-4955	USE OF FUND BALANCE	43,847	218,807	35,000	78,807	79,000	1,135,000	-	-	-	-	-
42-4957	42-4200-4897	CAPITAL CONTRIBUTION	-	-	-	-	-	-	-	-	-	-	-
42-4970	42-4200-4970	USE OF IMPACT FEES	50,000	-	40,000	160,000	160,000	75,000	50,000	50,000	50,000	50,000	50,000
		TOTAL REVENUES	\$ 4,321,392	\$ 4,581,410	\$ 4,300,500	\$ 3,851,185	\$ 4,636,043	\$ 5,635,420	\$ 4,565,623	\$ 4,655,791	\$ 4,747,770	\$ 4,841,597	\$ 4,937,310
EXPENSES - WATER													
Current	New (Incode 10)												
42-5400-1103	42-4200-51000	SALARIES - OPERATIONAL	\$ 335,844	\$ 341,445	\$ 375,849	\$ 291,009	\$ 339,242	\$ 431,911	\$ 440,550	\$ 449,361	\$ 458,348	\$ 467,515	\$ 476,865
42-5400-1103.001	42-4200-51100	OVERTIME	18,171	13,505	20,000	18,726	22,472	20,000	20,000	20,000	20,000	20,000	20,000
42-5400-1301	42-4200-51300	EMPLOYEE INSURANCE	48,886	48,560	55,552	39,309	46,309	71,391	72,105	72,826	73,555	74,290	75,033
42-5400-1301.001	42-4200-51310	RETIREE INSURANCE	10,128	9,167	9,000	5,228	6,274	9,000	13,000	13,000	13,000	13,000	13,000
42-5400-1401	42-4200-51400	FICA	26,589	26,147	30,282	22,698	27,671	34,571	33,702	34,376	35,064	35,765	36,480
42-5400-1501	42-4200-51500	RETIREMENT	46,776	46,817	51,678	40,495	47,023	60,195	57,271	58,417	59,585	60,777	61,992
42-5400-1601	42-4200-51600	WORKERS COMPENSATION	15,095	8,393	9,149	5,636	5,700	7,309	7,382	7,456	7,530	7,606	7,682
42-5400-1701	42-4200-51700	UNEMPLOYMENT	173	999	203	2,065	2,065	2,531	250	1,600	250	1,600	250
42-5400-2101	42-4200-52101	OFFICE SUPPLIES & POST	4,156	4,015	4,000	3,381	4,058	4,000	4,040	4,080	4,121	4,162	4,204
	42-4200-52100	COMPUTER SUPPLIES					-						
	42-4200-52700	JANITORIAL SUPPLIES					-						
	42-4200-54400	DUES & SUBSCRIPTIONS					-						
	42-4200-52010	SAFETY SUPPLIES & EQUIPMENT					-						
42-5400-2210	42-4200-54900	UNIFORMS	4,700	4,636	4,500	3,052	4,500	4,500	4,545	4,590	4,636	4,683	4,730
	42-4200-51900	CLOTHING ALLOWANCE					-						
42-5400-2301	42-4200-52400	FUEL & LUBRICANTS	17,145	10,648	15,000	11,369	13,642	15,000	15,150	15,302	15,455	15,609	15,765
42-5400-2401	42-4200-57000	NON CAPITAL - SUPPLY	5,635	5,421	6,000	1,786	2,000	6,000	6,060	6,121	6,182	6,244	6,306
42-5400-2501	42-4200-52500	CHEMICALS & FERTILIZER	51,242	54,611	55,000	63,901	72,000	77,000	77,770	78,548	79,333	80,127	80,928
42-5400-2601	42-4200-52000	OPERATIONAL SUPPLIES	26,852	16,663	14,000	18,983	20,000	22,000	22,220	22,442	22,667	22,893	23,122
42-5400-2602	42-4200-51800	EMPLOYEE PHYSICALS & TESTING	258	449	500	147	200	500	505	510	515	520	526
42-5400-2604	42-4200-57400	SERVICE CHARGE-CREDIT	17,066	16,440	16,721	11,809	14,170	14,487	14,632	14,778	14,926	15,075	15,226
42-5400-2605	42-4200-54100	COLLECTION FEE AMS	33	-	500	-	-	500	505	510	515	520	526
42-5400-2607	42-4200-57200	EMPLOYEE PROGRAMS	326	174	1,000	402	482	1,000	1,010	1,020	1,030	1,041	1,051

		DESCRIPTION	ACTUAL 2018-2019	ACTUAL 2019-2020	CURRENT BUDGET	YTD ACTUAL JULY	EOY PROJ	PROPOSED BUDGET
WATER AND WASTEWATER FUND								
42-5400-2803	42-4200-52200	POSTAGE & SHIPPING	8,334	1,440	3,000	228	273	3,000
42-5400-3201	42-4200-53100	R & M - SOFTWARE	15,596	17,063	17,250	16,546	18,046	19,250
42-5400-3501	42-4200-53300	R & M - BUILDINGS/FACILITIES	55	107	-	269	269	-
42-5400-3606	42-4200-53600	R & M - METERS	24,803	17,957	16,000	19,220	23,064	20,000
42-5400-3607	42-4200-53607	R & M - WATER PLANT	54,620	65,343	50,000	51,675	56,675	65,000
42-5400-3608	42-4200-53608	R & M - WELLS & PUMPS	5,977	3,551	15,000	6,006	10,006	7,500
42-5400-3610	42-4200-53609	R & M - STORAGE TANKS	11,586	57	5,000	-	2,500	3,000
42-5400-3611	42-4200-57825	SLUDGE DISPOSAL	-	-	-	-	-	-
42-5400-3612	42-4200-53610	R & M - DISTRIBUTION SYSTEM	137,814	83,359	110,000	44,890	53,867	75,000
42-5400-3613	42-4200-53611	R & M - FIRE HYDRANTS	4,311	4,235	15,000	924	1,109	15,000
42-5400-3701	42-4200-53200	R & M - VEHICLES	13,543	27,521	15,000	24,815	28,815	27,500
	42-4200-53000	R & M - EQUIPMENT	-	-	-	628	754	-
42-5400-4101	42-4200-57700	TRAVEL & TRAINING	3,418	3,628	8,000	2,803	3,364	6,000
42-5400-4201	42-4200-54201	HLFWCC-HIGHLAND LAKES FIRM W	4,000	-	4,000	-	-	-
42-5400-4401	42-4200-57300	INSURANCE & BONDS	-	500	-	1,000	1,200	-
42-5400-4501	42-4200-54500	PROFESSIONAL SERVICES	4,832	13,083	22,500	18,738	22,486	25,000
42-5400-4501.003	42-4200-54504	ENGINEERING CONSULTANT	1,223	-	-	-	-	-
42-5400-4601	42-4200-54600	ADVERTISING/PROMOTIONS	757	620	1,500	597	716	1,000
42-5400-4602		PUBLIC NOTICES	-	-	-	220	320	-
42-5400-4701	42-4200-54700	COMMUNICATION	6,135	5,775	6,500	5,024	6,029	6,500
42-5400-4801	42-4200-54800	UTILITIES	86,817	100,663	110,000	85,420	102,504	103,000
42-5400-4905	42-4200-57820	STATE INSPECTION FEES	5,796	5,726	6,000	5,726	6,871	6,000
42-5400-4906	42-4200-57900	LABORATORY FEES	11,098	9,637	15,000	7,582	9,099	12,000
42-5400-4920	42-4200-57650	LEASE PURCHASE-COPIER	-	-	-	-	-	-
42-5400-4950	42-4200-59063	SELF FUNDED DEBT ALLOC	39,089	46,233	34,252	28,543	34,252	36,846
42-5400-4960	42-4200-57830	IMPACT & IMPACT FEE WAIVERS	23,859	7,592	5,000	-	-	-
42-5400-5201	42-4200-55200	COST OF WATER	57,659	65,763	70,000	57,428	69,428	70,000
42-5400-8000	42-4200-58500	PROPERTY ACQUISITION/D	-	-	-	-	-	-
42-5400-8204	42-4200-58000	C/O - EQUIPMENT	-	2,959	-	-	-	-
42-5400-8250	42-4200-57974	WTP INSURANCE CLAIMS	-	-	-	-	-	-
42-5400-8953	42-4200-56190	AMORTIZATION - ISSUANCE	-	-	-	-	-	-
42-5400-9106	42-4200-59045	TRANSFER TO WWW CAP PR	43,847	218,807	35,000	36,150	36,150	1,135,000
42-5400-9110	42-4200-59060	TRANSFER TO DEBT SERVI	81,976	82,352	87,091	72,576	87,091	73,115
42-5400-9112	42-4200-59112	IN LIEU OF FRANCHISE	118,398	124,640	117,550	100,984	120,000	123,546
42-5400-9113	42-4200-59200	ADMINISTRATION ALLOCAT	119,878	121,951	137,268	112,768	135,322	154,058
42-5400-9115	42-4200-59115	RETURN ON INVESTMENT	-	-	-	-	-	-
42-5400-9116	42-4200-59116	IN-LIEU OF PROPERTY TA	71,039	74,784	70,530	60,591	72,000	74,128
42-5400-9117	42-4200-59100	SHOP ALLOCATION	13,335	13,201	13,702	12,165	14,598	14,384
42-5400-9200	42-4200-59800	PRIOR YEAR ADJUSTMENTS	-	-	-	-	-	-
42-5400-9500	42-4200-59900	DEPRECIATION - WATER	-	-	-	-	-	-
42-5400-9601		WINTER STORM LEAK ADJ	-	-	-	14,123	14,123	-
42-5400-9802	42-4200-59500	INTEREST EXPENSE	-	-	-	-	-	-
42-5400-9899	42-4200-59700	OPERATING TRANSFER OUT	-	-	-	-	-	-
		TOTAL WATER EXPENSES	\$ 1,598,870	\$ 1,726,637	\$ 1,659,078	\$ 1,327,634	\$ 1,558,738	\$ 2,857,723

EXPENSES-SEWER

Current New (Incode 10)

42-5401-1103	42-4210-51000	SALARIES - OPERATIONAL	\$ 335,845	\$ 341,446	\$ 375,849	\$ 291,010	\$ 341,010	\$ 431,911
42-5401-1103.001	42-4210-51100	OVERTIME	18,171	13,506	20,000	18,727	22,472	20,000
42-5401-1301	42-4210-51300	EMPLOYEE INSURANCE	48,905	48,556	55,552	39,330	46,330	71,391

-----5 Year Projected Budget-----				
2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
3,030	3,060	3,091	3,122	3,153
19,443	19,637	19,833	20,032	20,232
-	-	-	-	-
20,200	20,402	20,606	20,812	21,020
65,650	66,307	66,970	67,639	68,316
7,575	7,651	7,727	7,805	7,883
3,030	3,060	3,091	3,122	3,153
-	-	-	-	-
75,750	76,508	77,273	78,045	78,826
15,150	15,302	15,455	15,609	15,765
27,775	28,053	28,333	28,617	28,903
-	-	-	-	-
6,060	6,121	6,182	6,244	6,306
-	-	-	-	-
25,250	25,503	25,758	26,015	26,275
-	-	-	-	-
1,010	1,020	1,030	1,041	1,051
-	-	-	-	-
6,565	6,631	6,697	6,764	6,832
104,030	105,070	106,121	107,182	108,254
6,060	6,121	6,182	6,244	6,306
12,120	12,241	12,364	12,487	12,612
-	-	-	-	-
82,123	88,549	90,752	98,647	68,738
15,000	15,000	15,000	15,000	15,000
72,100	74,263	76,491	78,786	81,149
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
57,002	58,278	57,288	56,298	55,308
126,017	128,537	131,108	133,730	136,405
155,599	157,155	158,727	160,314	161,917
-	-	-	-	-
75,610	77,122	78,665	80,238	81,843
14,528	14,674	14,820	14,969	15,118
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
\$ 1,787,374	\$ 1,821,200	\$ 1,846,274	\$ 1,880,186	\$ 1,874,050

\$ 440,550	\$ 449,361	\$ 458,348	\$ 467,515	\$ 476,865
20,000	20,000	20,000	20,000	20,000
72,105	72,826	73,555	74,290	75,033

			ACTUAL	ACTUAL	CURRENT	YTD ACTUAL	PROPOSED	
DESCRIPTION			2018-2019	2019-2020	BUDGET	JULY	EOY PROJ	BUDGET
WATER AND WASTEWATER FUND								
42-5401-1301.001	42-4210-51310	RETIREE INSURANCE	10,158	8,984	9,000	7,035	8,435	9,000
42-5401-1401	42-4210-51400	FICA	26,587	26,144	30,282	22,697	27,806	34,571
42-5401-1501	42-4210-51500	RETIREMENT	46,775	46,815	51,678	40,494	47,253	60,195
42-5401-1601	42-4210-51600	WORKERS COMPENSATION	15,094	8,393	9,149	14,210	14,210	7,309
42-5401-1701	42-4210-51700	UNEMPLOYMENT	173	999	203	2,065	254	2,531
42-5401-2101	42-4210-52101	OFFICE SUPPLIES & POST	4,500	3,869	4,000	3,379	4,000	4,000
	42-4210-52100	COMPUTER SUPPLIES					-	
	42-4210-52700	JANITORIAL SUPPLIES					-	
	42-4210-54400	DUES & SUBSCRIPTIONS					-	
	42-4200-52010	SAFETY SUPPLIES & EQUIPMENT					-	
42-5401-2210	42-4210-54900	UNIFORMS	4,495	3,754	4,500	3,053	4,000	4,500
	42-4210-51900	COTHING ALLOWANCE					-	
42-5401-2301	42-4210-52400	FUEL & LUBRICANTS	14,008	10,374	12,500	7,539	9,046	12,500
42-5401-2401	42-4210-57000	NON CAPITAL - SUPPLY	3,328	10,104	11,000	1,870	2,244	5,000
42-5401-2501	42-4210-52500	CHEMICALS & FERTILIZER	15,888	10,551	27,000	7,562	9,074	15,000
42-5401-2601	42-4210-52000	OPERATIONAL SUPPLIES	17,159	18,983	18,000	12,000	14,400	18,000
42-5401-2602	42-4210-51800	EMPLOYEE PHYSICALS & TESTING	219	202	250	40	48	250
42-5401-2604	42-4210-57400	SERVICE CHARGE-CREDIT	17,066	16,440	16,721	11,809	14,170	14,487
42-5401-2605	42-4210-54100	COLLECTION FEE AMS	33	-	500	-	-	500
42-5401-2607	42-4210-57200	EMPLOYEE PROGRAMS	306	174	500	489	587	500
42-5401-2803	42-4210-52200	POSTAGE & SHIPPING	243	545	1,250	8	9	1,250
42-5401-3201	42-4210-53100	R & M - SOFTWARE	15,596	17,955	17,250	13,797	17,250	19,250
42-5401-3613	42-4210-53630	R & M - SEWER PLANT	94,794	38,124	90,000	32,764	39,317	75,000
42-5401-3614	42-4210-53631	R & M - SEWER LINE	25,334	26,000	20,000	20,390	23,390	30,000
42-5401-3615	42-4210-53634	R & M - IRRIGATION SYSTEM	1,182	9,219	8,000	-	-	8,000
42-5401-3617	42-4210-53633	R & M - LIFT STATION	23,282	15,786	20,000	9,019	10,823	20,000
42-5401-3701	42-4210-53200	R & M - VEHICLES	15,778	26,047	18,000	21,308	22,000	25,000
	42-4210-53000	R & M - EQUIPMENT				628	754	
42-5401-4101	42-4210-57700	TRAVEL & TRAINING	4,488	1,892	6,000	2,293	2,752	6,000
42-5401-4401	42-4210-57300	INSURANCE & BONDS	-	500	-	-	-	3,000
42-5401-4501	42-4210-54500	PROFESSIONAL SERVICES	8,055	22,376	10,000	11,711	15,000	23,000
42-5401-4501.003	42-4210-54504	ENGINEERING CONSULTANT	1185.49	0	-	0	-	-
42-5401-4601	42-4210-54600	ADVERTISING/PROMOTIONS	581	620	1,000	157	200	1,000
42-5401-4701	42-4210-54700	COMMUNICATION	2,604	2,344	3,000	1,812	2,174	3,000
42-5401-4801	42-4210-54800	UTILITIES	146,703	139,939	160,000	120,167	144,200	145,000
42-5401-4903	42-4210-57810	PLANT PERMIT RENEWAL	37,661	12,944	5,000	-	5,000	5,000
42-5401-4905	42-4210-57820	STATE INSPECTION FEES	5,920	5,920	6,000	5,841	7,009	6,000
42-5401-4906	42-4210-57900	LABORATORY FEES	13,876	15,453	20,000	7,780	9,336	20,000
42-5401-4907	42-4210-57992	LCRA COMPOSTING EXPENSE	-	-	-	-	-	-
42-5401-4950	42-4210-59063	SELF FUNDED DEBT ALLOC	39,089	46,233	34,252	28,543	34,252	36,846
42-5401-4960	42-4210-57830	IMPACT & IMPACT FEE WAIVERS	25,806	8,211	5,000	-	-	-
42-5401-8204	42-4210-58000	C/O - EQUIPMENT	-	2,818	-	-	-	-
42-5401-9106	42-4210-59045	TRANSFER TO WWW CAP PR	-	-	-	-	-	-
42-5401-9110	42-4210-59060	TRANSFER TO DEBT SERVI	845,750	891,970	889,668	741,390	889,668	871,649
42-5401-9112	42-4210-59112	IN LIEU OF FRANCHISE	93,593	93,490	93,725	79,635	94,750	97,725
42-5401-9113	42-4210-59200	ADMINISTRATION ALLOCAT	105,820	103,018	120,137	97,200	120,137	135,169
42-5401-9115	42-4210-59115	RETURN ON INVESTMENT	-	-	-	-	-	-
42-5401-9116	42-4210-59116	IN-LIEU OF PROPERTY TA	56,156	56,094	56,235	47,781	56,850	58,635
42-5401-9117	42-4210-59100	SHOP ALLOCATION	13,335	13,201	13,702	12,165	14,598	14,384

-----5 Year Projected Budget-----				
2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
13,000	13,000	13,000	13,000	13,000
33,702	34,376	35,064	35,765	36,480
57,271	58,417	59,585	60,777	61,992
7,382	7,456	7,530	7,606	7,682
250	1,600	250	1,600	250
4,040	4,080	4,121	4,162	4,204
4,545	4,590	4,636	4,683	4,730
12,625	12,751	12,879	13,008	13,138
5,050	5,101	5,152	5,203	5,255
15,150	15,302	15,455	15,609	15,765
18,180	18,362	18,545	18,731	18,918
253	255	258	260	263
14,632	14,778	14,926	15,075	15,226
505	510	515	520	526
505	510	515	520	526
1,263	1,275	1,288	1,301	1,314
19,443	19,637	19,833	20,032	20,232
75,750	76,508	77,273	78,045	78,826
30,300	30,603	30,909	31,218	31,530
8,080	8,161	8,242	8,325	8,408
20,200	20,402	20,606	20,812	21,020
25,250	25,503	25,758	26,015	26,275
6,060	6,121	6,182	6,244	6,306
3,030	3,060	3,091	3,122	3,153
23,230	23,462	23,697	23,934	24,173
-	-	-	-	-
1,010	1,020	1,030	1,041	1,051
3,030	3,060	3,091	3,122	3,153
146,450	147,915	149,394	150,888	152,396
5,050	5,101	5,152	5,203	5,255
6,060	6,121	6,182	6,244	6,306
20,200	20,402	20,606	20,812	21,020
-	-	-	-	-
88,549	88,549	90,752	98,647	68,738
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
875,123	875,597	873,287	875,027	871,517
99,680	101,673	103,707	105,781	107,896
136,520	137,886	139,264	140,657	142,064
-	-	-	-	-
59,808	61,004	62,224	63,468	64,738
14,528	14,674	14,820	14,969	15,118

		DESCRIPTION	ACTUAL 2018-2019	ACTUAL 2019-2020	CURRENT BUDGET	YTD ACTUAL JULY	EOY PROJ	PROPOSED BUDGET	-----5 Year Projected Budget-----				
									2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
WATER AND WASTEWATER FUND													
42-5401-9801	42-4210-56252	LOAN INTEREST	-		-	-	-	-	-	-	-	-	-
42-5401-9807	42-4210-59900	DEPRECIATION EXPENSE -	-		-	-	-	-	-	-	-	-	-
42-5401-9899	42-4210-59700	OPERATING TRANSFER OUT	-		-	-	-	-	-	-	-	-	-
		TOTAL SEWER EXPENSES	\$ 2,155,541	\$ 2,119,993	\$ 2,244,904	\$ 1,737,696	\$ 2,074,809	\$ 2,316,554	\$ 2,388,358	\$ 2,411,006	\$ 2,430,720	\$ 2,463,229	\$ 2,450,342
TOTAL EXPENSES			\$ 3,754,411	\$ 3,846,630	\$ 3,903,982	\$ 3,065,329	\$ 3,633,547	\$ 5,174,277	\$ 4,175,732	\$ 4,232,206	\$ 4,276,994	\$ 4,343,415	\$ 4,324,392
NET PROFIT (LOSS)			\$ 566,981	\$ 734,780	\$ 396,518	\$ 785,855	\$ 1,002,496	\$ 461,142	\$ 389,891	\$ 423,585	\$ 470,776	\$ 498,182	\$ 612,918

		DESCRIPTION	ACTUAL 2018-2019	ACTUAL 2019-2020	CURRENT BUDGET	YTD ACTUAL AUG	EOY PROJ	PROPOSED BUDGET	-----5 Year Projected Budget-----				
									2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
DELAWARE SPRINGS GOLF COURSE													
REVENUE													
<i>Current</i>	<i>New (Incode 10)</i>												
43-4000	43-4300-4580	TOURNAMENT	\$ 176,036	\$ 97,941	\$ 140,000	\$ 118,670	\$ 129,459	\$ 140,000	\$ 141,400	\$ 142,814	\$ 144,242	\$ 145,685	\$ 147,141
43-4001	43-4300-4656	PAVILION RENTAL	600	600	500	-	-	-	-	-	-	-	-
43-4005	43-4300-4581	PREPAID GREEN FEES	132,500	139,073	138,000	142,590	143,000	140,000	141,400	142,814	144,242	145,685	147,141
43-4010	43-4300-4582	GREEN FEES	292,900	359,363	331,000	481,665	513,000	430,000	438,600	447,372	456,319	465,446	474,755
43-4015	43-4300-4650	GOLFCART RENTALS	202,762	221,006	228,000	306,148	317,000	266,600	271,932	277,371	282,918	288,576	294,348
43-4016	43-4300-4661	ANNUAL CART RENTAL	23,158	24,942	25,000	29,620	29,700	27,000	27,270	27,543	27,818	28,096	28,377
43-4020	43-4300-4586	GIFTCERTIFICATES	874	2,424	1,000	122	146	1,000	1,010	1,020	1,030	1,041	1,051
43-4025	43-4300-4583	TRAIL FEES	45,073	45,413	47,000	48,901	49,000	48,000	48,960	49,939	50,938	51,957	52,996
43-4030	43-4300-4584	DRIVING RANGE	34,649	41,198	53,000	53,548	58,415	53,000	54,060	55,141	56,244	57,369	58,516
43-4105	43-4300-4750	APPAREL	38,461	31,981	35,000	37,422	40,824	33,000	33,660	34,333	35,020	35,720	36,435
43-4115	43-4300-4755	CLUBS	59,801	46,608	60,000	42,427	46,284	42,000	42,840	43,697	44,571	45,462	46,371
43-4125	43-4300-4760	GOLFBALLS	43,803	45,771	42,000	48,827	53,265	53,000	54,060	55,141	56,244	57,369	58,516
43-4130	43-4300-4765	SHOES	14,352	13,753	15,000	17,116	18,672	17,500	17,850	18,207	18,571	18,943	19,321
43-4135	43-4300-4770	ACCESSORIES	30,722	31,625	32,000	40,870	44,586	42,000	42,840	43,697	44,571	45,462	46,371
43-4500	43-4300-4662	P/PCART STORAGE	7,645	8,007	8,000	9,347	10,000	9,000	9,090	9,181	9,273	9,365	9,459
43-4600	43-4300-4998	MISC. INCOME/REPAIRS	8,072	7,673	8,000	11,872	13,000	13,000	13,130	13,261	13,394	13,528	13,663
43-4800	43-4300-4920	FOOD& BEVERAGE	251,450	211,317	245,000	232,228	245,000	270,000	275,400	280,908	286,526	292,257	298,102
43-4898	43-4300-4898	CAPITAL CONTRIBUTION	-	-	-	-	-	-	-	-	-	-	-
43-4899	43-4300-4899	OPERATING TRANSFER IN	-	-	-	-	-	-	-	-	-	-	-
43-4900	43-4300-4842	TRANSFER FROM GENERAL FUND	153,437	91,257	135,137	-	-	91,566	60,217	46,185	78,950	76,254	34,921
43-4910	43-4300-4843	TRANSFER - OVERHEAD/CAP PROJ	120,435	121,039	199,337	180,260	205,442	192,701	179,983	181,783	183,601	185,437	187,291
43-4911	43-4300-4845	TRANSFER FROM BEDC	-	-	-	-	-	-	-	-	-	-	-
43-4957	43-4300-4897	CAPITAL CONTRIBUTIONS	-	-	-	-	-	-	-	-	-	-	-
43-4970	43-4300-4975	PRIOR YEAR ADJUSTMENT	-	-	-	-	-	-	-	-	-	-	-
43-4999	43-4300-4999	MISCELLANEOUS REVENUE	225	377	-	1,288	1,545	-	-	-	-	-	-
		TOTAL REVENUES	\$ 1,636,955	\$ 1,541,368	\$ 1,742,974	\$ 1,802,920	\$ 1,918,338	\$ 1,869,367	\$ 1,853,702	\$ 1,870,407	\$ 1,934,472	\$ 1,963,651	\$ 1,954,777
EXPENSES													
<i>Current</i>	<i>New (Incode 10)</i>												
43-5200-1103	43-4300-51000	SALARIES - OPERATIONAL	\$ 458,922	\$ 457,291	\$ 526,689	\$ 460,098	\$ 497,561	\$ 514,993	\$ 525,293	\$ 535,799	\$ 546,515	\$ 557,445	\$ 568,594
43-5200-1103.001	43-4300-51100	OVERTIME	-	-	-	497	497	-	-	-	-	-	-
43-5200-1104	43-4300-51104	SALARIES - SNACK BAR	79,080	76,379	81,097	88,699	96,002	111,251	113,476	115,745	118,060	120,421	122,830
43-5200-1105	43-4300-51105	SALARIES - GUEST SERVI	31,639	31,676	34,584	28,839	33,424	41,846	42,683	43,537	44,407	45,295	46,201
43-5200-1106	43-4300-51106	SALARIES - BEER CART	2,511	3,865	-	2,066	2,066	-	-	-	-	-	-
43-5200-1301	43-4300-51300	EMPLOYEE INSURANCE	71,401	59,804	86,974	68,509	74,251	95,121	96,072	97,033	98,003	98,983	99,973
43-5200-1301.001	43-4300-51310	RETIREE INSURANCE	12,269	17,297	18,646	20,863	22,743	25,800	15,000	15,000	15,000	15,000	15,000
43-5200-1401	43-4300-51400	FICA	42,467	42,116	46,617	44,621	48,123	50,000	40,185	40,587	40,993	41,403	41,817
43-5200-1501	43-4300-51500	RETIREMENT	61,467	61,887	65,048	59,869	64,683	67,268	68,288	69,654	71,047	72,468	73,917
43-5200-1601	43-4300-51600	WORKERS COMPENSATION	21,822	13,463	14,145	13,978	14,000	10,747	10,854	10,963	11,072	11,183	11,295
43-5200-1701	43-4300-51700	UNEMPLOYMENT	1,283	2,550	945	6,057	6,057	6,803	1,200	4,000	1,200	4,000	1,200
43-5200-2101	43-4300-52101	OFFICE SUPPLIES & POST	4,071	5,733	5,000	5,502	6,002	6,000	6,060	6,121	6,182	6,244	6,306
43-5200-2201	43-4300-52700	JANITORIAL SUPPLIES	7,641	8,547	8,000	4,063	4,433	4,500	4,545	4,590	4,636	4,683	4,730
43-5200-2210	43-4300-54900	UNIFORMS	2,442	1,368	3,000	3,529	3,850	5,000	5,050	5,101	5,152	5,203	5,255
	43-4300-51900	CLOTHING ALLOWANCE	-	-	-	-	-	-	-	-	-	-	-
43-5200-2230	43-4300-54210	LAUNDRY/CLEANING SERVI	2,039	1,212	2,000	2,040	2,226	2,500	2,525	2,550	2,576	2,602	2,628
43-5200-2301	43-4300-52400	FUEL & LUBRICANTS	12,633	8,095	12,000	10,029	10,941	11,000	11,110	11,221	11,333	11,447	11,561
43-5200-2401	43-4300-57000	NON CAPITAL - SUPPLY	9,008	1,639	4,000	5,290	5,771	3,000	3,030	3,060	3,091	3,122	3,153
43-5200-2601	43-4300-52000	OPERATIONAL SUPPLIES	11,156	11,898	13,000	17,120	18,676	18,000	18,180	18,362	18,545	18,731	18,918
	43-4300-52100	COMPUTER SUPPLIES	-	-	-	3,035	3,311	-	-	-	-	-	-
43-5200-2602	43-4300-51800	EMPLOYEE PHYSICALS & TESTING	956	1,107	1,000	1,877	2,048	1,000	1,010	1,020	1,030	1,041	1,051

		DESCRIPTION	ACTUAL 2018-2019	ACTUAL 2019-2020	CURRENT BUDGET	YTD ACTUAL AUG	EOY PROJ	PROPOSED BUDGET
DELAWARE SPRINGS GOLF COURSE								
43-5200-2603	43-4300-53650	R & M - CLUBS	3,220	3,192	3,000	3,793	4,137	1,000
43-5200-2604	43-4300-57400	SERVICE CHARGE-CREDIT CARDS	22,025	23,038	24,000	29,446	31,750	27,300
43-5200-2605	43-4300-52002	DRIVING RANGE SUPPLIES	5,613	2,940	5,000	6,198	6,761	6,000
43-5200-2606	43-4300-52003	DEMOS/RENTAL EXPENSES	2,766	3,647	2,000	922	1,006	1,250
43-5200-2607	43-4300-57200	EMPLOYEE PROGRAMS	534	1,610	500	935	1,020	500
43-5200-2701	43-4300-52010	SAFETY SUPPLIES & EQUI	291	212	300	277	302	300
43-5200-3201	43-4300-53100	R & M - SOFTWARE	1,450	1,450	1,450	2,804	3,059	6,500
43-5200-3202	43-4300-57099	NON CAPITAL COMPUTER	-	4,394	3,000	-	-	2,000
43-5200-3501	43-4300-53300	R & M - BUILDINGS/FACILITIES	14,795	18,706	19,000	10,494	11,448	16,000
43-5200-3504	43-4300-53632	R & M - IRRIGATION SYSTEM	10,058	5,644	12,000	15,462	16,868	12,000
43-5200-3505	43-4300-53900	R & M - PLANTS/SEED/SOD	16,818	19,781	16,000	22,374	26,848	30,000
43-5200-3506	43-4300-52500	CHEMICALS & FERTILIZER	44,882	57,575	62,000	43,386	47,330	72,000
43-5200-3701	43-4300-53200	R & M - VEHICLES	17,172	11,493	15,000	10,423	11,370	15,000
43-5200-3802	43-4300-53800	R & M - CARTS	2,670	9,060	1,500	1,824	1,990	2,000
	43-4300-53000	R & M - EQUIPMENT				1,992	2,173	
43-5200-4101	43-4300-57700	TRAVEL & TRAINING	8,413	5,529	8,000	6,869	7,493	8,000
	43-4300-54400	DUES & SUBSCRIPTIONS				2,151	2,346	
43-5200-4204	43-4300-54205	CONTRACT LABOR				-		
43-5200-4401	43-4300-57300	INSURANCE & BONDS	595	595	750	595	649	750
43-5200-4501	43-4300-54500	PROFESSIONAL SERVICES	5,863	2,700	6,000	4,408	4,809	4,000
43-5200-4601	43-4300-54600	ADVERTISING/PROMOTIONS	3,981	5,084	5,500	3,130	3,414	5,500
43-5200-4602		PUBLIC NOTICES				264	317	
43-5200-4701	43-4300-54700	COMMUNICATION	4,929	4,661	5,000	4,728	5,158	4,000
43-5200-4801	43-4300-54800	UTILITIES	37,990	40,071	40,000	34,551	37,000	38,000
43-5200-4920	43-4300-57650	LEASE PURCHASE-COPIER	3,342	3,345	3,500	2,468	3,000	3,500
43-5200-4950	43-4300-59063	SELF FUNDED DEBT ALLOC	161,202	116,766	117,892	108,068	117,893	153,588
43-5200-5302	43-4300-55300	GOLF APPAREL	27,098	22,725	26,000	27,280	30,209	24,420
43-5200-5303	43-4300-55301	CLUBS	47,132	38,060	45,000	35,709	34,250	31,080
43-5200-5305	43-4300-55302	GOLF BALLS	32,068	33,157	31,500	33,433	39,416	39,220
43-5200-5306	43-4300-55303	GOLF SHOES	10,406	12,178	10,500	12,343	13,817	12,950
43-5200-5307	43-4300-55304	ACCESSORIES	19,897	20,719	24,000	23,488	32,993	31,080
43-5200-5308	43-4300-55305	SNACK BAR SUPPLIES	136,282	115,400	130,000	119,787	127,400	140,400
43-5200-5309	43-4300-55306	BEER CART EXPENSE	3,397	3,906	5,500	141	141	-
43-5200-7303	43-4300-57330	TOURNAMENT	38,826	26,763	30,000	9,042	25,892	28,000
43-5200-8204	43-4300-58000	C/O - EQUIPMENT	-			-	-	
43-5200-8206	43-4300-58022	LEASE PURCHASE EQUIPME	-			-	-	
43-5200-8210	43-4300-58800	IMPROVEMENTS	-			-	-	
43-5200-8501	43-4300-59500	INTEREST EXPENSE	-			-	-	
43-5200-8502	43-4300-56401	BOND INTEREST	-			-	-	
43-5200-8952	43-4300-56191	AMORTIZATION REFUNDING	-			-	-	
43-5200-9110	43-4300-59060	TRANSFER TO DEBT SERVI	-			-	-	
43-5200-9113	43-4300-59200	ADMINISTRATION ALLOCAT	120,435	121,039	166,337	125,912	151,095	178,201
43-5200-9115	43-4300-59096	TRANSFER TO SELF FUNDE	-			-	-	
43-5200-9200	43-4300-59800	PRIOR YEAR ADJUSTMENTS	-			-	-	
43-5200-9800	43-4300-59900	DEPRECIATION EXPENSE	-			-	-	
43-5200-9953	43-4300-56190	AMORTIZATION OF ISSUAN	-			-	-	
		TOTAL EXPENSES	\$ 1,636,957	\$ 1,541,367	\$ 1,742,974	\$ 1,551,277	\$ 1,720,022	\$ 1,869,367

NET PROFIT (LOSS)	\$ (2)	\$ 1	\$ 0	\$ 251,642	\$ 198,316	\$ 0
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-----5 Year Projected Budget-----				
2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
1,010	1,020	1,030	1,041	1,051
27,573	27,849	28,127	28,408	28,693
6,060	6,121	6,182	6,244	6,306
1,263	1,275	1,288	1,301	1,314
505	510	515	520	526
303	306	309	312	315
6,565	6,631	6,697	6,764	6,832
2,020	2,040	2,061	2,081	2,102
16,160	16,322	16,485	16,650	16,816
12,120	12,241	12,364	12,487	12,612
30,300	30,603	30,909	31,218	31,530
72,720	73,447	74,182	74,923	75,673
15,150	15,302	15,455	15,609	15,765
2,020	2,040	2,061	2,081	2,102
8,080	8,161	8,242	8,325	8,408
758	765	773	780	788
4,040	4,080	4,121	4,162	4,204
5,555	5,611	5,667	5,723	5,781
4,040	4,080	4,121	4,162	4,204
38,380	38,764	39,151	39,543	39,938
3,535	3,570	3,606	3,642	3,679
140,780	130,220	172,226	173,344	141,601
24,664	24,911	25,160	25,412	25,666
31,391	31,705	32,022	32,342	32,665
39,612	40,008	40,408	40,812	41,221
13,080	13,210	13,342	13,476	13,611
31,391	31,705	32,022	32,342	32,665
141,804	143,222	144,654	146,101	147,562
-	-	-	-	-
28,280	28,563	28,848	29,137	29,428
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
179,983	181,783	183,601	185,437	187,291
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
\$ 1,853,702	\$ 1,870,407	\$ 1,934,472	\$ 1,963,651	\$ 1,954,777

\$ -	\$ -	\$ -	\$ -	\$ -
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DESCRIPTION		ACTUAL 2018-2019	ACTUAL 2019-2020	CURRENT BUDGET	YTD ACTUAL AUG	EOY PROJ	PROPOSED BUDGET
DELAWARE SPRINGS GOLF COURSE							
ANNUAL DUES PLAYERS							
43-4005	Prepaid Green Fees	132,500	139,073	138,000	142,590	143,000	140,000
43-4016	Annual Cart Rental	23,158	24,942	25,000	29,620	29,700	27,000
43-4025	Trail Fees	45,073	45,413	47,000	48,901	49,000	48,000
43-4500	P/PCart Storage	7,645	8,007	8,000	9,347	10,000	9,000
TOTAL ANNUAL DUES PLAYERS		208,376	217,435	218,000	230,458	231,700	224,000
ROUNDS OF GOLF		12,118		14,000			14,000
ANNUAL DUES PER ROUND		17		16			16

GREEN FEE PLAYERS							
43-4010	Green Fees	292,900	359,363	331,000	481,665	513,000	430,000
43-4015	GolfCart Rentals	202,762	221,006	228,000	306,148	317,000	266,600
TOTAL GREEN FEE PLAYERS		495,662	580,369	559,000	787,813	830,000	696,600
ROUNDS OF GOLF		20,215	20,514	22,000	23,676	24,500	21,500
GREEN FEES PER ROUND (1)		24.52	28.29	25.41	33.27	33.88	32.40

TOURNAMENTS							
43-4000	Tournament Revenue	176,036	97,941	140,000	118,670	129,459	140,000
43-5200-7303	Tournament Expense	38,826	26,763	30,000	9,042	25,892	28,000
NET TOURNAMENT REVENUE		137,210	71,178	110,000	109,629	103,567	112,000
		78%	73%	79%	92%	80%	80%
TOURNAMENT ROUNDS		6,053		5,600			5,600
TOURNAMENT REV PER ROUND		23		20			20

PRO SHOP							
43-4105	Apparel	38,461	31,981	35,000	37,422	40,824	33,000
43-4115	Clubs	59,801	46,608	60,000	42,427	46,284	42,000
43-4125	GolfBalls	43,803	45,771	42,000	48,827	53,265	53,000
43-4130	GolfShoes	14,352	13,753	15,000	17,116	18,672	17,500
43-4135	Accessories	30,722	31,625	32,000	40,870	44,586	42,000
TOTAL REVENUE		187,139	169,738	184,000	186,662	203,631	187,500
43-5200-5302	Golf Apparel	27,098	22,725	26,000	27,280	30,209	24,420
43-5200-5303	Clubs	47,132	38,060	45,000	35,709	34,250	31,080
43-5200-5305	Golf Balls	32,068	33,157	31,500	33,433	39,416	39,220
43-5200-5306	Golf Shoes	10,406	12,178	10,500	12,343	13,817	12,950
43-5200-5307	Accessories	19,897	20,719	24,000	23,488	32,993	31,080
TOTAL PURCHASES		136,601	126,839	137,000	132,253	150,687	138,750
% OF SALES		73%	75%	74%	71%	74%	74%
NET SALES		50,538	42,899	47,000	54,408	52,944	48,750
% OF SALES		27%	25%	26%	29%	26%	26%

SNACK BAR							
43-4800	Food& Beverage	251,450	211,317	245,000	232,228	245,000	270,000
TOTAL REVENUE		251,450	211,317	245,000	232,228	245,000	270,000

|-----5 Year Projected Budget-----|

2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
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141,400	142,814	144,242	145,685	147,141
27,270	27,543	27,818	28,096	28,377
48,960	49,939	50,938	51,957	52,996
9,090	9,181	9,273	9,365	9,459
226,720	229,477	232,271	235,103	237,974

438,600	447,372	456,319	465,446	474,755
271,932	277,371	282,918	288,576	294,348
710,532	724,743	739,237	754,022	769,103

141,400	142,814	144,242	145,685	147,141
28,280	28,563	28,848	29,137	29,428
113,120	114,251	115,394	116,548	117,713

33,660	34,333	35,020	35,720	36,435
42,840	43,697	44,571	45,462	46,371
54,060	55,141	56,244	57,369	58,516
17,850	18,207	18,571	18,943	19,321
42,840	43,697	44,571	45,462	46,371
191,250	195,075	198,977	202,956	207,015

24,664	24,911	25,160	25,412	25,666
31,391	31,705	32,022	32,342	32,665
39,612	40,008	40,408	40,812	41,221
13,080	13,210	13,342	13,476	13,611
31,391	31,705	32,022	32,342	32,665
140,138	141,539	142,954	144,384	145,828
73%	73%	72%	71%	70%
51,113	53,536	56,022	58,572	61,188
27%	27%	28%	29%	30%

275,400	280,908	286,526	292,257	298,102
275,400	280,908	286,526	292,257	298,102

DESCRIPTION			ACTUAL 2018-2019	ACTUAL 2019-2020	CURRENT BUDGET	YTD ACTUAL AUG	EOY PROJ	PROPOSED BUDGET
DELAWARE SPRINGS GOLF COURSE								
43-5200-5308		Snack Bar Supplies	136,282	115,400	130,000	119,787	127,400	140,400
43-5200-5309		Beer Cart Expense	3,397	3,906	5,500	141	141	-
TOTAL PURCHASES			139,679	119,306	135,500	119,928	127,541	140,400
% OF SALES			56%	56%	55%	52%	52%	52%
NET SALES			111,771	92,011	109,500	112,300	117,459	129,600
% OF SALES			44%	44%	45%	48%	48%	48%

-----5 Year Projected Budget-----				
2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
141,804	143,222	144,654	146,101	147,562
-	-	-	-	-
141,804	143,222	144,654	146,101	147,562
51%	51%	50%	50%	50%
133,596	137,686	141,872	146,156	150,540
49%	49%	50%	50%	50%

ACCOUNT	DESCRIPTION	ACTUAL 2018-2019	ACTUAL 2019-2020	CURRENT BUDGET	YTD ACTUAL JULY	EOY PROJ	PROPOSED BUDGET	
BEDC								
REVENUE								
Current	New (Incode 10)							
52-4100	52-5200-4020	SALES TAX REVENUE	\$ 604,583	\$ 678,859	\$ 665,858	\$ 640,988	\$ 789,000	\$ 812,667
52-4200	52-5200-4605	BEDC INTEREST EARNED	42,236	7,773	4,000	521	625	750
52-4400	52-5200-4333	COVID 19 LOAN PROGRAM				67,244	90,000	46,000
52-4500	52-5200-4590	EVENT/FESTIVALS REVENUE	58,678	-	90,000	30,740	90,000	90,000
52-4600	52-5200-4927	OTHER REVENUE	20,203	-	-	-	-	-
52-4601	52-5200-4601	RENTAL REVENUE	-	36,000	54,000	45,000	54,000	60,000
52-4700	52-5200-4897	TRANSFERS IN	-	-	-	-	-	-
52-4800	52-5200-4951	SALE OF PROPERTY	1,113,182	34,522	-	-	-	1,000,000
52-4850	52-5200-4847	TRANSFER FROM HOTEL/MOTEL FUND	75,000	-	-	-	-	-
52-4851	52-5200-4849	TRANSFER FROM AIRPORT	-	-	-	-	-	-
52-4898	52-5200-4898	CAPITALCONTRIBUTION	-	-	-	-	-	-
52-4899	52-5200-4899	OPERATING TRANSFER IN	-	-	-	-	-	-
52-4900	52-5200-4950	USE OFLOAN PROCEEDS	2,000,000	-	-	-	-	-
52-4925	52-5200-4901	USE OFLOAN PROCEEDS	-	-	-	-	-	1,400,000
52-4955	52-5200-4955	USE OF FUND BALANCE	804,776	849,289	555,000	51,174	61,408	600,000
52-4970	52-5200-4975	PRIOR PERIOD ADJUSTMENT	-	-	-	-	-	-
		TOTAL REVENUES	\$ 4,718,659	\$ 1,606,443	\$ 1,368,858	\$ 835,667	\$ 1,085,033	\$ 4,009,417

EXPENSES

52-5800-2601	52-5200-52000	OPERATIONAL SUPPLIES	\$ 3,270	\$ 1,109	\$ 2,500	\$ -	\$ 2,500	\$ 2,500
52-5800-4101	52-5200-57700	TRAVEL & TRAINING	9,890	1,682	15,000	50	60	15,000
52-5800-4201	52-5200-54505	WEBSITE	300	-	1,000	900	900	5,000
52-5800-4501	52-5200-54998	PAYMENT FOR SERVICES	85,000	85,000	85,000	70,833	85,000	120,000
52-5800-4501.001	52-5200-54500	PROFESSIONAL SERVICES	12,000	3,757	10,000	4,050	4,860	32,500
52-5800-4502	52-5200-56400	BOND FEES	400	400	-	-	-	-
52-5800-4503	52-5200-57530	PROPERTY TAXES	-	-	13,000	-	14,019	15,000
52-5800-4601	52-5200-54600	ADVERTISING/PROMOTIONS	28,854	29,971	66,586	14,778	17,734	81,267
52-5800-4701	52-5200-57800	SPECIAL EVENTS & FESTIVALS	127,420	7,696	125,000	77,287	100,000	125,000
52-5800-4720	52-5200-58410	BADGER BUILDING	2,436,886	309,006	10,000	20	24	10,000
52-5800-4730	52-5200-57720	RETENTION/EDUCATION PROGRAM	6,285	-	10,000	5,000	6,000	15,000
52-5800-4740	52-5200-57995	RECRUITMENT EFFORTS	-	-	-	-	-	-
52-5800-4750	52-5200-57979	AFFORDABLE HOUSING	-	-	-	-	-	-
52-5800-4760	52-5200-57980	BLIGHTED BUILDINGS	-	-	-	-	-	-
52-5800-4770	52-5200-57987	EDC RECRUITMENT EVENT	-	-	-	-	-	-
52-5800-4780	52-5200-57210	COVID 19 LOAN PROGRAM	-	272,652	-	0	-	-
52-5800-8600	52-5200-58909	CAPITAL EXPENDITURES	95,544	-	-	0	-	-
52-5800-8605	52-5200-59023	BEDC XFER TO AIRPORT FUND	-	-	-	-	-	-
52-5800-8610	52-5200-59045	TRANSFER TO W/WW CAP PROJ	-	-	-	-	-	-
52-5800-8611	52-5200-59043	TRANSFER TO GOLF COURSE	-	-	-	-	-	-
52-5800-8620	52-5200-59010	TFR TO GENERAL FUND - FIRE	-	-	-	-	-	-
52-5800-8710	52-5200-58999	MY TOWN HOUSING PROGRAM	709	-	15,000	-	-	15,000
52-5800-8720	52-5200-58500	LAND PROP/ACQ. (PARKING LOT PIERCE/JACKSON)	-	-	-	-	-	400,000
52-5800-8721	52-5200-58510	13 ACRE COMMERCIAL TRACT-	336,846	100,048	500,000	30,316	36,379	1,600,000
52-5800-8730	52-5200-58520	21 ACRE COMMERCIAL PROPER	318,345	167,583	45,000	20,838	25,005	10,000
52-5800-8740	52-5200-58501	HONEY CREEK PROPERTY - 2.	-	-	-	-	-	-
52-5800-8760	52-5200-58929	USE OF LOAN PROCEEDS	-	-	-	-	-	-
52-5800-8905	52-5200-58958	BEDC RESERVE	-	-	-	-	-	-
52-5800-9100	52-5200-58903	AUTHORIZED PROJECTS	-	-	-	-	-	-
52-5800-9110	52-5200-56151	DEBT SERVICE BADGER	190,365	176,733	193,025	128,683	193,025	188,075
		DEBT SERVICE 281 COMM PARK					26,856	161,139
		EARLY PAY OFF OF DEBT						1,000,000

-----5 Year Projected Budget-----				
2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
\$ 828,920	\$ 845,498	\$ 862,408	\$ 879,657	\$ 897,250
758	765	773	780	788
90,900	91,809	92,727	93,654	94,591
-	-	-	-	-
60,000	66,000	72,000	75,000	78,000
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
1,414,000	1,428,140	1,442,421	1,456,846	1,471,414
500,000	500,000	500,000	500,000	500,000
-	-	-	-	-
\$ 2,894,578	\$ 2,932,212	\$ 2,970,330	\$ 3,005,937	\$ 3,042,043

\$ 2,525	\$ 2,550	\$ 2,576	\$ 2,602	\$ 2,628
15,150	15,302	15,455	15,609	15,765
5,050	5,101	5,152	5,203	5,255
120,000	120,000	125,000	125,000	125,000
32,825	33,153	33,485	33,820	34,158
-	-	-	-	-
9,900	10,098	10,300	10,506	10,716
82,892	84,550	86,241	87,966	89,725
126,250	127,513	128,788	130,076	131,376
-	-	-	-	-
15,150	15,302	15,455	15,609	15,765
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
500,000	500,000	500,000	500,000	500,000
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
15,150	15,302	15,455	15,609	15,765
404,000	408,040	412,120	416,242	420,404
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
193,025	188,075	188,125	192,950	192,325

ACCOUNT	DESCRIPTION	ACTUAL	ACTUAL	CURRENT	YTD ACTUAL			PROPOSED	-----5 Year Projected Budget-----				
		2018-2019	2019-2020	BUDGET	JULY	EOY PROJ		BUDGET	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
BEDC													
	TOTAL EXPENSES	\$ 3,652,113	\$ 1,155,638	\$ 1,091,111	\$ 352,756	\$ 512,362		\$ 3,795,480	\$ 1,521,917	\$ 1,524,984	\$ 1,538,149	\$ 1,551,190	\$ 1,558,882
	NET PROFIT (LOSS)	\$ 1,066,545	\$ 450,805	\$ 277,747	\$ 482,911	\$ 572,671		\$ 213,936	\$ 1,372,661	\$ 1,407,229	\$ 1,432,180	\$ 1,454,747	\$ 1,483,161

ACCOUNT	DESCRIPTION	ACTUAL 2018-2019	ACTUAL 2019-2020	CURRENT BUDGET	YTD ACTUAL JULY	EOY PROJ	PROPOSED BUDGET	
DEBT SERVICE FUND								
REVENUE								
Current	New (Incode 10)							
60-4605	60-1111-4605	INTEREST EARNED	\$ 609	\$ 688	\$ 600	\$ 420	\$ 440	\$ 500
60-4700	60-1111-4840	TRANSFER FROM OTHER FUNDS	1,614,955	1,023,413	1,028,498	857,082	1,028,498	1,052,183
60-4705	60-1111-4846	TRANSFER FROM RESERVE	-		-	-	-	-
60-4898	60-1111-4898	CAPITAL CONTRIBUTION	-					
60-4899	60-1111-4899	OPERATING TRANSFER IN	-			-	-	
		TOTAL REVENUES	\$ 1,615,564	\$ 1,024,101	\$ 1,029,098	\$ 857,502	\$ 1,028,938	\$ 1,052,683
EXPENSES								
60-5100-2601	60-1111-57410	SERVICE FEES	\$ 1,400	\$ 1,300	\$ 1,900	\$ 1,300	\$ 1,450	\$ 1,300
	60-1111-56116	REFUNDING 2021 CONTR				\$ 20,322	\$ 20,322	
		CO 2021 - AIRPORT PRINC					-	35,000
60-5100-6120	60-1111-56120	WATER & SEWER PRINCIPLE 20(1)	10,000	10,000	11,000	-	-	-
60-5100-6127	60-1111-56127	RDA BONDS PRINCIPLE (1)	25,000	26,000	27,000	-	-	-
60-5100-6128	60-1111-56128	RDA LOAN PRINCIPLE 2006 (1)	19,000	20,000	21,000	-	-	-
60-5100-6135	60-1111-56135	REFUNDING 2008 PRINCIPLE (1)	677,627	40,000	45,000	-	-	
	60-4200-56152	REFUNDING GO 2021 WAT PRINC.					30,800	30,800
	60-4210-56152	REFUNDING GO 2021 SEW PRINC.					39,200	39,200
	60-4100-56152	REFUNDING GO 2021 ELEC PRINC.					45,000	45,000
60-5100-6140	60-1111-56140	TWDB PRINCIPLE LOAN #1 SEWER	395,000	395,000	395,000	395,000	395,000	395,000
60-5100-6141	60-1111-56141	TWDB PRINCIPLE LOAN #2 SEWER	345,000	345,000	345,000	345,000	345,000	340,000
60-5100-6142	60-1111-56142	TWDB - SHERRARD STREET WAT	10,000	10,000	15,000	-	15,000	15,000
60-5100-6144	60-1111-56144	SSS LOAN - 2019 CO SEWER		40,000	35,000	-	35,000	35,000
		CO 2021 - AIRPORT INT					-	23,069
60-5100-6220	60-1111-56220	WATER & SEWER INTEREST 200 (1)	19,575	19,125	18,675	9,338	9,338	-
60-5100-6227	60-1111-56227	RDA BONDS INTEREST (1)	46,530	45,405	44,235	22,118	22,118	-
60-5100-6228	60-1111-56228	RDA LOAN INT 2006 (1)	36,176	35,393	34,568	17,284	17,284	-
60-5100-6235	60-1111-56235	REFUNDING 2008 INTEREST (1)	9,602	7,989	6,740	3,370	3,370	-
	60-4200-56352	REFUNDING GO 2021 WAT INT.					6,311	27,126
	60-4210-56352	REFUNDING GO 2021 SEW INT.					8,033	34,524
	60-4100-56352	REFUNDING GO 2021 ELEC INT.					1,283	4,350
60-5100-6242	60-1111-56242	TWDB INT - SHERRARD ST WAT	510	446	356	178	356	189
60-5100-6244	60-1111-56244	SSS LOAN INTEREST SEWER	-	24,688	28,025	14,013	28,025	26,625
	60-1111-56251	BOND ISSUANCE FEES			-	5,755	5,755	-
		TOTAL EXPENSES	\$ 1,595,420	\$ 1,020,344	\$ 1,028,498	\$ 833,676	\$ 1,028,645	\$ 1,052,183

NET PROFIT (LOSS)	\$ 20,144	\$ 3,757	\$ 600	\$ 23,826	\$ 293	\$ 500
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(1) REFINANCED IN 2021 WITH "REFUNDING GO 2021" BONDS

-----5 Year Projected Budget-----				
2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
\$ 505	\$ 510	\$ 515	\$ 520	\$ 526
1,046,988	1,045,638	989,938	989,938	984,738
-	-	-	-	-
\$ 1,047,493	\$ 1,046,148	\$ 990,453	\$ 990,458	\$ 985,263
\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
40,000	40,000	40,000	40,000	40,000
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
30,800	33,000	33,000	33,000	33,000
39,200	42,000	42,000	42,000	42,000
50,000	50,000	-	-	-
395,000	395,000	395,000	395,000	395,000
340,000	340,000	340,000	340,000	340,000
-	-	-	-	-
40,000	40,000	40,000	45,000	45,000
21,863	20,263	19,363	18,613	17,913
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
26,202	25,278	24,288	23,298	22,308
33,348	32,172	30,912	29,652	28,392
3,000	1,500			
-	-	-	-	-
25,575	24,425	23,375	21,375	19,125
\$ 1,046,988	\$ 1,045,638	\$ 989,938	\$ 989,938	\$ 984,738
\$ 505	\$ 510	\$ 515	\$ 520	\$ 526

ACCOUNT	DESCRIPTION	ACTUAL 2018-2019	ACTUAL 2019-2020	CURRENT BUDGET	YTD ACTUAL JULY	EOY PROJ	PROPOSED BUDGET	
SELF FUNDED DEBT SERVICE FUND								
REVENUE								
Current	New (Incode 10)							
63-4606	63-1111-4606	INTEREST EARNED	\$ 1,288	\$ 2,759	\$ 1,200	\$ 740	\$ 1,130	\$ 1,200
63-4700	63-1111-4840	TRANSFER FROM OTHER FUNDS	916,531	821,541	660,995	550,829	660,996	733,967
63-4720	63-1111-4950	SALE OF ASSETS	7,260	3,948	-	-		
63-4800	63-1111-4951	INSURANCE CLAIM REIMBURSEMENT	46,946		-	-		
63-4899	63-1111-4898	TRFR IN FROM RESERVES		-	45,806			285,633
		TOTAL REVENUES	\$ 972,025	\$ 828,248	\$ 708,001	\$ 551,569	\$ 662,126	\$ 1,020,800
EXPENSES								
63-5115-8100	63-1600-58100	POLICE VEHICLES	\$ 184,555	\$ 237,977	\$ 136,500	\$ 5,112	\$ 136,500	\$ 265,000
63-5117-8100	63-1640-58100	FIRE VEHICLES	-	46,525	-	-	-	-
63-5117-8101	63-1640-58171	AMBULANCE	185,854	190,295	195,000	9,773	9,773	210,000
63-5117-8102	63-1640-58190	TRANSPORT VAN	85,464	70,924	-	-	-	78,000
63-5117-8103	63-1640-58070	ZOLL MONITORS	-	32,473	37,500		-	37,500
63-5117-8107	63-1640-58069	STRETCHERS	-		20,000	-	-	20,000
63-5117-8114	63-1640-58046	VENTILATORS	12,650	(670)		-	-	
63-5121-8100	63-1700-58100	VEHICLES - STREETS	-			-		40,000
63-5121-8110	63-1700-58056	ROAD MAINTAINER	-			-		
63-5123-8100	63-1800-58100	VEHICLES-PARKS	-		-	-	-	-
63-5123-8101	63-1800-58030	GATOR-PARKS	13,225			-	-	
63-5123-8102	63-1800-58082	MOWERS - PARKS	-	26,265	-	-	-	30,000
63-5128-8100	63-1900-58100	VEHICLES - PLANNING	-			-		
63-5129-8100	63-1710-58100	VEHICLES - SHOP	-			-		
63-5129-8101	63-1710-58029	FORKLIFT - SHOP	-			-		
63-5200-8101	63-4300-58012	FAIRWAY MOWER GOLF	36,342			-	-	58,000
63-5200-8104	63-4300-58066	DECK MOWER GOLF	16,004			-	-	
63-5200-8105	63-4300-58079	TOP DRESSER - GOLF	-	23,948	-	-	-	-
63-5200-8106	63-4300-58077	GREENS MOWER - GOLF	27,739			-	-	73,300
63-5200-8107	63-4300-58062	GOLF CARTS	-		209,000	209,018	209,018	-
63-5200-8109	63-4300-58059	UTILITY VEHICLES GOLF	52,706			-	-	36,000
63-5200-8111	63-4300-58052	ROLLER - GOLF						
63-5200-8113	63-4300-58050	BLOWER - GOLF		5,644	-	-	-	-
63-5200-8114	63-4300-58047	SPRAYER GOLF	24,663			-	-	
63-5200-8116	63-4300-58044	TRACTOR	-	44,070	-	-	-	-
63-5200-8118	63-4300-58042	BALL PICKER/SOD CUTTER			4,000	6,386	6,386	-
63-5300-8100	63-4100-58100	VEHICLES - ELECTRIC	31,526		55,000	216	-	55,000
63-5300-8101	63-4100-58172	BUCKET TRUCK ELECTRIC	-			-		
63-5300-8102	63-4100-58193	CHIPPER TRUCK ELECTRIC	-			-		
63-5300-8105	63-4100-58083	PRESSURE DIGGER ELECTRIC	-			-		
63-5300-8106	63-4100-58176	WINCH TRUCK ELECTRIC	-					
63-5400-8100	63-4200-58100	VEHICLES - WATER/WW	42,381	39,500	38,000	-	-	118,000
63-5400-8103	63-4200-58076	BACKHOE - W/WW	100,848			-		
63-5400-8110	63-4200-58057	SKID LOADER	-			-		
63-5400-8111	63-4200-58053	MOWER			13,000		13,000	-
		TOTAL EXPENSES	\$ 813,956	\$ 716,952	\$ 708,000	\$ 230,505	\$ 374,677	\$ 1,020,800

NET PROFIT (LOSS)	\$ 158,069	\$ 111,296	\$ 1	\$ 321,064	\$ 287,449	\$ 0
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-----5 Year Projected Budget-----				
2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
\$ 1,212	\$ 1,224	\$ 1,236	\$ 1,249	\$ 1,261
1,193,631	1,560,400	1,310,460	1,411,123	1,360,164
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
\$ 1,194,843	\$ 1,561,624	\$ 1,311,696	\$ 1,412,371	\$ 1,361,425
\$ 73,867	\$ 232,680	\$ 244,314	\$ 256,527	\$ 260,000
-	40,000	-	415,000	-
210,000	210,000	220,000	-	220,000
80,000	80,000	80,000	80,000	80,000
37,500	40,000	40,000	40,000	40,000
20,000	20,000	25,000	-	25,000
-	-	-	-	-
40,400	38,000	-	-	-
200,000	-	-	-	-
36,000	36,000	-	-	-
-	-	-	-	-
35,000	15,000	-	-	-
55,000	-	-	-	-
60,000	-	-	-	-
58,000	58,000	-	-	-
20,000	-	-	-	-
-	-	-	-	-
36,650	36,650	36,650	36,650	36,650
-	210,000	-	-	-
-	12,000	-	-	-
30,000	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	5,000	-	-	-
36,000	-	-	-	-
-	150,000	-	175,000	175,000
-	75,000	-	-	-
-	300,000	-	-	-
-	-	-	-	-
103,000	-	-	-	-
-	-	-	-	-
-	50,000	-	-	-
-	-	-	-	-
\$ 1,131,417	\$ 1,608,330	\$ 645,964	\$ 1,003,177	\$ 836,650
\$ 63,426	\$ (46,706)	\$ 665,732	\$ 409,194	\$ 524,775

ACCOUNT	NEW ACCOUNT	DESCRIPTION	ACTUAL 2018-2019	ACTUAL 2019-2020	CURRENT BUDGET	YTD ACTUAL JULY	EOY PROJ	PROPOSED BUDGET
INTEREST & SINKING FUND								
REVENUE								
<i>Current</i>		<i>New (Incode 10)</i>						
70-4005	70-1111-4005	CURRENT TAXES REAL PROPERTY	\$ 318,733	\$ 388,846	\$ 287,731	\$ 339,464	\$ 340,000	\$ 429,978
70-4010	70-1111-4010	DELINQUENT TAXES REAL PROPERTY	5,664	3,711	-	4,735	5,000	-
70-4015	70-1111-4015	PENALTY & INTEREST	3,190	3,260	-	3,127	3,500	-
70-4605	70-1111-4605	INTEREST EARNED	283	336	150	152	185	200
70-4705	70-1111-4846	TRANSFER FROM RESERVE	640,000		78,168	-	17,327	60,000
		TRANSFER FROM GF FOR DEFEASANCE					1,145,000	
		TOTAL REVENUES	\$ 967,870	\$ 396,153	\$ 366,049	\$ 347,477	\$ 1,511,012	\$ 490,178
EXPENSES								
70-5100-6128	70-1111-56198	2008 REFUNDING PRINCIPLE	\$ 777,373		\$ -	\$ -	\$ -	\$ -
70-5100-6130	70-1111-56130	TIB C/O 2013 FD PRINC (1)	145,000	145,000	150,000	150,000	150,000	-
70-5100-6140	70-1111-56150	PD LOAN PRINCIPLE	-	120,000	105,000	-	105,000	110,000
70-5100-6228	70-1111-56298	CO 2021 - CITY HALL PRINC	-		-	-	-	185,000
		2008 REFUNDING INTEREST	27,233					
70-5100-6230	70-1111-56230	TIB C/O 2013 FD INTEREST(1)	33,097	29,913	26,718	26,682	26,681	-
70-5100-6240	70-1111-56196	PD LOAN INTEREST	-	74,276	84,331	42,166	84,331	80,131
	70-1111-56352	CO 2021 - CITY HALL INT						114,847
		DEFEASANCE					1,145,000	
		TOTAL EXPENSES	\$ 982,703	\$ 369,189	\$ 366,049	\$ 218,847	\$ 1,511,012	\$ 489,978
NET PROFIT (LOSS)			\$ (14,833)	\$ 26,964	\$ (0)	\$ 128,630	\$ -	\$ 200

(1) DEFEASED IN 2021.

-----5 Year Projected Budget-----				
2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
\$ 560,831	\$ 561,225	\$ 561,625	\$ 577,075	\$ 565,475
\$ 560,831	\$ 561,225	\$ 561,625	\$ 577,075	\$ 565,475
\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-
115,000	120,000	120,000	130,000	135,000
210,000	215,000	225,000	230,000	240,000
-	-	-	-	-
76,831	73,525	70,375	64,375	57,875
159,000	152,700	146,250	152,700	132,600
\$ 560,831	\$ 561,225	\$ 561,625	\$ 577,075	\$ 565,475
\$ -	\$ -	\$ -	\$ -	\$ -

ACCOUNT			ACTUAL	ACTUAL	CURRENT	YTD ACTUAL	PROPOSED	
DESCRIPTION			2018-2019	2019-2020	BUDGET	JULY	EOY PROJ	BUDGET
WATER/WASTEWATER CAPITAL PROJECT FUND								
REVENUE								
45-4320	45-4200-4521	IMPACT FEES WATER	\$ 79,548	\$ 105,197	\$ -	\$ 76,003	\$ 76,003	\$ -
45-4321	45-4210-4533	IMPACT FEES SEWER	69,950	93,330		69,910	69,910	
45-4322	45-4200-4523	WATER CONNECTS NON STANDARD	12,263	21,937	20,000	8,146	8,146	10,000
45-4500	45-4200-4849	TRANSFER FROM WAT & SEW	-		-	-	-	-
45-4605	45-4200-4605	INTEREST EARNED	8,052	928		22	25	
45-4606	45-4200-4606	INT EARNED IMPACT WATER	67	46		42	45	
45-4610	45-4200-4607	INT EARNED IMPACT WW	182	272	-	168	202	-
45-4898	45-4200-4898	CAPITAL CONTRIBUTIONS	17,600	181,755		-	-	
45-4925	45-4200-4926	LOAN PROCEEDS	965,413		-	-	-	-
		AMERICAN RESCUE PLAN ACT of 2021						1,400,000
45-4950	45-4200-4950	USE OF LOAN PROCEEDS	399,333	142,813	-	-	-	-
45-4960	45-4200-4956	USE OF FUND BAL WATER	43,847	218,807	35,000	36,150	169,961	1,135,000
45-4970	45-4200-4970	USE OF WATER IMPACT	7,355		-	-	-	350,000
45-4975	45-4210-4971	USE OF WW IMPACT	-		40,000	160,000	13,841	75,000
		TOTAL REVENUES	\$ 1,603,610	\$ 765,085	\$ 95,000	\$ 350,441	\$ 338,132	\$ 2,970,000
EXPENSES								
45-5400-4501	45-4200-54500	PROFESSIONAL SERVICES	\$ 7,355	\$ 1,656	\$ -	\$ -	\$ -	\$ -
		AMERICAN RESCUE PLAN ACT of 2021						1,400,000
	45-4210-58000	EQUIPMENT - CAMERA TRUCK						225,000
	45-4210-58000	EQUIPMENT - VAC TRUCK						450,000
	45-4210-58000	EQUIPMENT - GENERATORS						500,000
	45-4200-58400	BLDG/FACILITIES-UPGRADES ZEBRA MUSSELS						50,000
	45-4210-58600	DISTRIBUTION - HWY 29 WATER LINE EXT						100,000
	45-4210-58800	IMPROVEMENTS - VFW SEWER LINE UPGRADE						30,000
	45-4210-58800	IMPROVEMENTS - RANCH LIFT STATION UPGRADE						100,000
	45-4210-58800	IMPROVEMENTS - N. Vandevveer Sewer Line					90,000	-
	45-4200-58300	SOFTWARE - Honeywell/Elster AMI upgrade					26,615	-
	45-4200-58550	PLANS - Risk and Resiliance Assessment				2,070	17,730	30,000
45-5400-8904	45-4200-58465	WATER TANK REHAB	-			-	-	-
45-5400-8909	45-4200-58986	AIRY MOUNT LINE EXT	-			-	-	-
45-5400-8915	45-4200-58972	STEVE COX WATER LINE	-			-	-	-
45-5400-8916	45-4200-58971	OAK VISTA/CR100 WATER	61,447	272,382	15,000	13,464	15,000	-
45-5400-9000	45-4200-58880	WATER SYSTEM IMPR	-	125,111	20,000	-	-	10,000
45-5400-9911	45-4200-59097	TRANSFER OUT	104,884			-	-	
45-5401-3600	45-4210-59990	SEWER BACKUP REIMB				17,733	17,733	
45-5401-8906	45-4210-58968	SSES PROJ E	700,166	137,289	-			-
45-5401-8906	45-4210-58968	SSES PROJ F			-			-
45-5401-8906.003	45-4210-58494	SEWER PLANT	-			-	-	
45-5401-8906.004	45-4210-58969	INTERCEPTOR	-			-	-	
45-5401-8906.007	45-4210-58898	SSES LINE IMPROVEMENTS	399,333			-	-	
45-5401-8906.008	45-4210-58897	SSES LINE IMPROVEMENTS	-			-	-	
45-5401-8940	45-4210-58951	WOFFORD STREET WATER LINE			20,000			-
45-5401-8950	45-4210-58947	PROJECT B MANHOLE	265,247			-	-	
45-5401-8960	45-4210-58943	LCRA COMPOSTING	-			-	-	
45-5401-9000	45-4210-58800	SEWER SYSTEM IMPROVEMENTS	-	6,524		2,883	2,883	
45-5401-9911	45-4210-59042	TRANSFER OUT	50,000		40,000	160,000	160,000	75,000
		TOTAL EXPENSES	\$ 1,588,433	\$ 542,961	\$ 95,000	\$ 196,150	\$ 329,961	\$ 2,970,000

NET PROFIT (LOSS)	\$ 15,178	\$ 222,124	\$ -	\$ 154,291	\$ 8,171	\$ -
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-----5 Year Projected Budget-----				
2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
\$ -	\$ -	\$ -	\$ -	\$ -
10,000	10,000	10,000	10,000	10,000
50,000	50,000	50,000	50,000	50,000
\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000
\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-
10,000	10,000	10,000	10,000	10,000
50,000	50,000	50,000	50,000	50,000
\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000

\$	-	\$	-	\$	-	\$	-	\$	-
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[illegible]

ACCOUNT	DESCRIPTION	ACTUAL 2018-2019	ACTUAL 2019-2020	CURRENT BUDGET	YTD ACTUAL JULY	EOY PROJ	PROPOSED BUDGET
GENERAL CAPITAL PROJECT FUND							
	TASSPP ANNUAL FEE						47,250
46-5121-8902	46-1700-58096 STREET DEPT. BACKHOE	-	116,763	-	-	-	-
46-5121-8904	46-1700-58700 STREETS	282,755	82,225	200,000	158,554	200,000	400,000
46-5121-8908	46-1700-57978 DS DRAINAGE STUD	-			-	-	
46-5121-8910	46-1700-58990 CR 200 DRAINAGE	-			-	-	
46-5121-9000	46-1700-58197 DUMP TRUCKS STREETS	-			-	-	
	46-1700-58000 EQUIPMENT - Tracked Skid Steer						140,000
	46-1700-58000 EQUIPMENT - Loader						175,000
	46-1700-58000 EQUIPMENT - De-icing equip						30,000
46-5123-8860	46-1800-58024 COMMUNITY CENTER STATE	27,250			-	-	
46-5123-9020	46-1800-58495 PARK IMPROVEMENTS	178,945	35,240	25,000	74,124	74,124	-
	46-1800-58800 IMPROVEMENTS - PARKS						100,000
	46-1800-58800 IMPRVMENTS - Community Cntr						100,000
	46-1800-58400 BLDG/FAC Public Restroom DownTown						100,000
46-5135-8200	46-1813-58478 GHRC IMPROVEMENTS	41,689		20,000	21,408	22,000	50,000
46-5135-9000	46-1813-58461 GHRC TEEN CENTER	-	20,000	20,000	20,000	20,000	20,000
	TOTAL EXPENSES	\$ 1,144,974	\$ 5,380,029	\$ 1,515,000	\$ 1,717,425	\$ 1,931,764	\$ 8,861,250
	NET PROFIT (LOSS)	\$ 76,629	\$ 34,768	\$ -	\$ 352,403	\$ 374,319	\$ -

-----5 Year Projected Budget-----				
2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
400,000	400,000	400,000	400,000	400,000
100,000	100,000	100,000	100,000	100,000
50,000	50,000	50,000	50,000	50,000
20,000	20,000	-		
\$ 570,000	\$ 570,000	\$ 550,000	\$ 550,000	\$ 550,000
\$ -	\$ -	\$ -	\$ -	\$ -

ACCOUNT	DESCRIPTION	ACTUAL 2018-2019	ACTUAL 2019-2020	CURRENT BUDGET	YTD ACTUAL JULY	EOY PROJ	PROPOSED BUDGET	
AIRPORT CAPITAL PROJECT FUND								
REVENUE								
Current	New (Incode 10)							
47-4705	47-2300-4861	TRANSFER FROM AIRPORT	\$ 293,603	\$ 157,533	\$ 200,000	\$ 21,949	\$ 200,000	\$ 435,000
	47-2300-4950	USE OF LOAN PROCEEDS						1,000,000
47-4898	47-2300-4898	CAPITAL CONTRIBUTIONS	64,222			-	-	
47-4890	47-2300-4332	CARES GRANT REVENUE			30,000			30,000
47-4920	47-2300-4330	RAMP GRANT REVENUE	75,113	-	50,000	-	50,000	50,000
47-4921	47-2300-4847	TRANSFER FROM HOT/MOT	10,000			-	-	
47-4931		INSURANCE CLAIM PYMNT	62,163			-	-	
47-4940	47-2300-4940	MASTER PLAN REVENUE		-		12,796		
		TOTAL REVENUES	\$ 505,101	\$ 157,533	\$ 280,000	\$ 34,745	\$ 250,000	\$ 1,515,000
EXPENSES								
47-5100-1401	47-2300-51400	FICA	\$ 268		\$ -	\$ -	\$ -	\$ -
47-5100-1501	47-2300-51500	RETIREMENT	463			-	-	
47-5100-8100	47-2300-58174	CAPITAL OUTLAY	147,353	154,547	150,000	18,787	150,000	200,000
47-5100-8102	47-2300-57020	CARES GRANT EXPENSES			30,000			30,000
47-5100-8103	47-2300-57010	RAMP GRANT EXPENSES	151,775	48,959	100,000	28,567	100,000	100,000
	47-2300-58400	BLDG/FAC - JET HANGER						1,000,000
	47-2300-58000	EQUIP - JET TUG AND GPU						75,000
	47-2300-58550	FUTURE PLAN - AP LAYOUT						20,000
	47-2300-58500	LAND IMPR - DECEL LANE						90,000
47-5100-8105	47-2300-58530	PURCH AIRPORT PROPERTY	140,579	2,986		-	-	
47-5100-8109	47-2300-58963	RUNWAY REPAIRS	61,546			-	-	
47-5100-8110	47-2300-58476	FBO REMODEL	-			-	-	
		TOTAL EXPENSES	\$ 501,984	\$ 206,492	\$ 280,000	\$ 47,354	\$ 250,000	\$ 1,515,000
		NET PROFIT (LOSS)	\$ 3,117	\$ (48,959)	\$ -	\$ (12,609)	\$ -	\$ -

-----5 Year Projected Budget-----				
2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
50,000	50,000	50,000	50,000	50,000
\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-
100,000	100,000	100,000	100,000	100,000
\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
\$ -	\$ -	\$ -	\$ -	\$ -

ACCOUNT	DESCRIPTION	ACTUAL 2018-2019	ACTUAL 2019-2020	CURRENT BUDGET	YTD ACTUAL JULY	EOY PROJ	PROPOSED BUDGET	-----5 Year Projected Budget-----				
								2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
ELECTRIC CAPITAL PROJECT FUND												
REVENUE												
<i>Current</i>	<i>New (Incode 10)</i>											
48-4705	48-4100-4870	TRANSFER FROM ELECTRIC	\$ 46,891	\$ 225,011	\$ 75,000	\$ 20,000	\$ 20,000	\$ 230,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000
48-4800	48-4100-4308	DEVELOPER CONTRIBUTIONS	171,968	81,385	75,000	70,520	75,000	75,000	75,000	75,000	75,000	75,000
48-4801	48-4100-4506	ELECTRIC CONNECTS	69,976	64,294	-	23,931	25,000	-	-	-	-	-
48-4898	48-4100-4898	CAPITAL CONTRIBUTION	-	25,682		-	-					
		USE OF FUND BALANCE										
		TOTAL REVENUES	\$ 288,835	\$ 396,372	\$ 150,000	\$ 114,451	\$ 120,000	\$ 305,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
EXPENSES												
48-5300-8900	48-4100-58800	IMPRVMNTS - Development Projects	\$ 188,704	\$ 163,866	\$ 150,000	\$ 63,935	\$ 71,435	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
48-5300-7200		UTILITY ASSISTANCE PROGRAM C19		177,937								
	48-4100-58800	IMPRVMNTS - UPGRADES (Reclosers/Scada)						100,000				
	48-4100-58300	SOFTWARE - Honeywell/Elster AMI upgrade					26,615	55,000				
48-5300-8108	48-4100-58396	MDM SOFTWARE			-	20,000		-	-	-	-	-
		OPERATING TRANSFER OUT										
		TOTAL EXPENSES	\$ 188,704	\$ 341,804	\$ 150,000	\$ 83,935	\$ 98,050	\$ 305,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
		NET PROFIT (LOSS)	\$ 100,131	\$ 54,569	\$ -	\$ 30,516	\$ 21,950	\$ -	\$ -	\$ -	\$ -	\$ -

ACCOUNT	DESCRIPTION	ACTUAL 2018-2019	ACTUAL 2019-2020	CURRENT BUDGET	YTD ACTUAL JULY	EOY PROJ	PROPOSED BUDGET	-----5 Year Projected Budget-----				
								2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
GOLF CAPITAL PROJECT FUND												
REVENUE												
<i>Current</i>	<i>New (Incode 10)</i>											
49-4505	49-4300-4842	TRANSFER FROM GENERAL	\$ 86,547	\$ 98,785	\$ 100,000	\$ 178,831	\$ 200,000	\$ 250,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
	49-4300-4951	SALE OF PROPERTY						370,000	-	-	-	-
		TOTAL REVENUES	\$ 86,547	\$ 98,785	\$ 100,000	\$ 178,831	\$ 200,000	\$ 620,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
EXPENSES												
49-5200-8210	49-4300-58800	IMPROVEMENTS - GOLF COURSE	\$ 86,547	\$ 98,785	\$ 100,000	\$ 178,831	\$ 200,000	\$ 250,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
	49-4300-58800	IMPROVEMENTS - YMCA (Land Sale)			-		-	370,000	-	-	-	-
		TOTAL EXPENSES	\$ 86,547	\$ 98,785	\$ 100,000	\$ 178,831	\$ 200,000	\$ 620,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
NET PROFIT (LOSS)			\$ -	\$ -	\$ -	\$ (0)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF BURNET
PROPOSED BUDGET
2021-2022



Council Meeting September 14, 2021

CITY OF BURNET - PROPOSED BUDGET 2021-2022

HIGHLIGHTS

Revenues

- Based on Proposed Tax Rate of .6131 per \$100 (half-cent decrease from current rate)
- Property Taxes = \$2,980,000 (increase of \$160,000)
- Sales Tax Collections = \$2,438,000 (increase of \$440,427)
- EMS Revenue = \$1,900,000 (increase of \$280,000)
- ESD Revenue = \$292,000 (increase of \$132,000)
- Credit Card Convenience Fee Charges = \$78,470

Expenses

- 3% increase in salaries for employees
 - Additional increases for Parks, Golf Course Maintenance employees, and Electric Lineman
- City will cover 20% of cost for dependent coverage
- Increased Staff:
 - General Fund – 3 PT in Fire, 1 Police, 2 Streets, 2 Parks, 1 Accounting, 1 Admin
 - Utility Funds – 1 Meter Tech, 1 Util Clerk, 2 Water
- Operating transfer to Golf Course under \$92K

CITY OF BURNET PROPOSED BUDGET 2021-2022

“THE BOTTOM LINE”



FINANCIAL GOALS AND POLICIES

- **Maintain a 90 day reserve.**
- **Maintain a 1.25 Debt Coverage Ratio.**
- **Maintain GF net profit no less than 3-5% of operating budget.**
- **Budget no more than 60% of projected operating profit as fund balance for capital projects.**
- **Limit transfer for golf operations to less than \$185,000 per year.**
- **Maintain Self-funded account at a level to properly fund future equipment needs for 5 years.**
- **Establish/Maintain Capital Reserve accounts for General, Electric, W/WW Funds.**

Fund	Net Profit
General	\$457,453
Electric	\$398,822
Water	\$461,142
Total	\$1,317,417

PROJECTS TO BE FUNDED BY USE OF FUND BALANCE	
Vac Truck	\$ 450,000
Camera Truck	225,000
Generators (\$500K in total, \$300K from Impact fees)	200,000
Hwy 29 Water Line Ext	100,000
Ranch Lift Station	100,000
VFW Sewer Upgrade	30,000
Street Improvements	400,000
Comp Plan	300,000
Loader	175,000
Tracked Skid Steer	140,000
Park Improvements	100,000
Public Rest Rooms	100,000
Community Center Rehab	100,000
Servers/Computers	75,000
PD Tasers	60,000
Covid - 19 expenses	50,000
GHRC Improvements	50,000
De-icing Equip	30,000
GHRC Teen Center	20,000
Electric - Reclosers/Scada	100,000
Electric - Subdivision	75,000
Golf Course Improvements	250,000
Total Fund Balance	\$3,130,000

PROJECTS TO BE FUNDED BY OTHER SOURCES	
City Hall Remodel	\$5,000,000
American Rescue Plan Act	1,400,000
Fire Truck	650,000
Generators (\$500K in total, \$200K from Fund Balance)	300,000
Zebra Mussells	50,000
Water System Imprvmnts	10,000
Electric - Subdivision	75,000
Golf Course Land Sale Imprvmnts	370,000
Jet Hanger	1,000,000
Airport Capital Improvements	200,000
Airport Ramp Grant	100,000
Airport Decel Lane	90,000
Jet Tug and GPU	75,000
Airport Cares Grant	30,000
Airport Layout Plan	20,000
Total Other	\$9,370,000



CITY OF BURNET PROPOSED BUDGET 2021-2022

NEW CAPITAL PROJECTS



Questions?



Administration

ITEM 4.4

Patricia Langford
Director of Finance
(512)-756-6093 ext. 3205
plangford@cityofburnet.com

Agenda Item Brief

Meeting Date:	September 14, 2021
Agenda Item:	Discuss and consider action: A RESOLUTION RATIFYING THE CITY OF BURNET 2021-2022 FISCAL YEAR ADOPTED BUDGET THAT CONTAINS A PROPERTY TAX RATE THAT RAISES MORE TOTAL PROPERTY TAXES THAN THE PREVIOUS YEAR: P. Langford
Background:	Local Government Code 102.007 requires the City ratify the Budget by a separate vote if the Budget as adopted raises more revenue from property taxes than was raised from property taxes in the previous year.
Information:	Fiscal Year 2021-2022 Budget anticipates collecting approximately \$310,000 more than the current fiscal year.
Fiscal Impact:	The tax revenue to be generated is approximately \$310,000 more than the current fiscal year assuming a 95.5% collection rate.
Recommendation:	Approve and adopt Resolution R2021-45 ratifying the property tax increase reflected in the Fiscal Year 2021-2022 Budget as presented.

RESOLUTION R2021-45

A RESOLUTION RATIFYING THE CITY OF BURNET 2021-2022 FISCAL YEAR ADOPTED BUDGET THAT CONTAINS A PROPERTY TAX RATE THAT RAISES MORE TOTAL PROPERTY TAXES THAN THE PREVIOUS YEAR

WHEREAS, THE City of Burnet adopted its Budget for fiscal year 2021-2022; and

WHEREAS, the Budget as adopted raises more revenue from property taxes than was raised from property taxes in the previous year; and

WHEREAS, Local Government Code 102.007 requires the City ratify the Budget by a separate vote;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Burnet, Texas, that:

SECTION ONE. That in compliance with the requirements of Section 102.007(c), Texas Local Government Code, the City Council of the City of Burnet does hereby in all things ratify the property tax reflected in the Fiscal Year 2021-2022 Budget which will require raising more revenue from property taxes than in the Fiscal Year 2020-2021 Budget.

SECTION TWO. This Resolution shall reflect the record vote of the City Council on this Resolution by the City Secretary, and shall constitute a part of this Resolution for all purposes.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Burnet this the 14th day of September, 2021, with a motion made by Council Member _____ to approve and adopt Resolution number R2021-45 ratifying the Fiscal Year 2021-2022 Budget, seconded by Council Member _____. The motion carried unanimously.

DULY PASSED AND APPROVED, on the 14th day of September, 2021 at a regular meeting of the City Council of the City of Burnet, Texas, which meeting was held in compliance with the Open Meetings Act, Tex. Gov't. Code, 551.001, et. Seq. at which meeting a quorum was present and voting.

CITY OF BURNET, TEXAS

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary



FINANCE

ITEM 4.5

Patricia Langford
Finance Director
(512)-756-6093 ext. 3205
plangford@cityofburnet.com

Agenda Item Brief

Meeting Date: September 14, 2021

Agenda Item: Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS LEVYING AD VALOREM TAXES FOR USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND TERMINATING SEPTEMBER 30, 2022; PROVIDING FOR APPORTIONING EACH LEVY FOR SPECIFIC PURPOSES; AND PROVIDING WHEN TAXES SHALL BECOME DUE AND WHEN SAME SHALL BECOME DELINQUENT IF NOT PAID; PROVIDING OPEN MEETINGS CLAUSES AND PROVIDING FOR AN EFFECTIVE DATE: P. Langford

Background: Burnet County Appraiser, Stan Hemphill, provided the City of Burnet with the 2021 Property Tax Rates which were reviewed by staff.

Information: This ordinance will adopt the proposed tax rate of \$0.6131 per \$100 valuation which is lower than the voter approval tax rate (\$0.6387 per \$100) but higher than the no-new revenue tax rate (\$0.5692 per \$100).

Fiscal Impact: An increase in ad valorem tax revenue of \$310,000 is estimated to be collected over the current year's projection assuming a 95.5% collection rate.

This year each \$.01 increase in the tax rate generates approximately \$47,700 in property taxes.

Recommendation: A motion to adopt Ordinance 2021-32 that presents the property tax rate be increased by the adoption of a tax rate of \$0.6131 on each \$100.00 valuation of property, which is effectively a 2.1 percent increase in the tax rate.

ORDINANCE NO. 2021-32

AN ORDINANCE OF THE CITY OF BURNET, TEXAS LEVYING AD VALOREM TAXES FOR USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND TERMINATING SEPTEMBER 30, 2022; PROVIDING FOR APPORTIONING EACH LEVY FOR SPECIFIC PURPOSES; AND PROVIDING WHEN TAXES SHALL BECOME DUE AND WHEN SAME SHALL BECOME DELINQUENT IF NOT PAID; PROVIDING OPEN MEETINGS CLAUSES AND PROVIDING FOR AN EFFECTIVE DATE.

Whereas, the City Council of the City of Burnet, Texas, approved the municipal budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022, and

Whereas, it is necessary that an ordinance be passed levying an ad valorem tax on all property, both real and personal, within the corporate limits of the City of Burnet, Texas in accordance with such budget and the Texas Tax Code and

Whereas, the Tax Assessor of Burnet County and the Tax Collector of Burnet County has performed the statutory calculations required by Section 26.04 of the Texas Property Tax Code, and has published the no-new-revenue tax rate, the voter approval tax rate, an explanation of how they were calculated, and has fulfilled all other requirements for publication as contained in Section 26.04(e) of the Texas Property Tax Code, in a manner designated to come to the attention of all residents of said City and has submitted said rates to the City Council of said City prior to the special City Council meeting of August 24, 2021; and

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

Section 1. There is hereby levied and there shall be collected for the use and support of the municipal government of the City of Burnet (herein the "City") for the 2021/2022 fiscal year, upon all property, real, personal and mixed, within the corporate limits of said City on January 1, 2021 subject to taxation, a tax of \$0.6131 on each \$100.00 valuation of property, said tax being so levied and apportioned to the specific purposes here set forth:

- A. For the payment of current expenses and to be deposited in the general fund (for the purposes of maintenance and operations) 52.16 cents on each one hundred dollars (\$100) of the taxable value of such property; and,

- B. To provide for sinking funds for the payment of the principal and interest and the retirement of the bonded debt, and the same shall become due as shall be necessary to pay the principal and interest of the current year as follows:
09.15 cents per one hundred dollars (\$100) valuation

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 2.1% PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$10.70.

Section 2. That taxes levied under this ordinance shall be due October 1, 2021 and if not paid on or before January 31, 2022 shall immediately become delinquent.

Section 3. That the Burnet County Tax Assessor and Collector is hereby authorized to assess and collect the taxes of said City employing the above tax rate.

Section 4. That the Director of Finance of said City shall keep accurate and complete records of all monies collected under this Ordinance and the purposes for which same are expended.

Section 5. That monies collected pursuant to this Ordinance shall be expended as set forth in the City of Burnet Annual budget for FY 2021-2022.

Section 6. That all monies collected which are not specifically appropriated shall be deposited in the general fund.

Section 7. All taxes shall become a lien upon the property against which assessed, and the Burnet County Tax Appraisal District as the assessor and collector of the City is hereby authorized and empowered to enforce the collection of such taxes according to the Constitution and laws of the State of Texas and ordinances of the City, and shall, by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal, for the payment of said taxes, penalty and interest, and, the interest and penalty collected from such delinquent taxes shall be apportioned to the general fund of the City. All delinquent taxes shall bear interest from date of delinquency at the rate as prescribed by state law.

Section 8. Effective Date: That this ordinance shall take effect and be in force from and after its passage.

Section 9. Open Meetings. It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said

meeting was given, all as required by the Open Meetings Act, Chapter 551, Texas Government Code.

DULY PASSED AND APPROVED THIS THE 24th DAY OF AUGUST 2021 by the following motion “I move that the property tax rate be increased by the adoption of a tax rate of \$0.6131 on each \$100.00 valuation of property, which is effectively a 2.1 percent increase in the tax rate.” which was made by Council Member Mary Jane Shanes, seconded by Council Member Philip Thurman to approve this ordinance having received seven (7) votes for, zero(0) against, and zero(0) abstain.

FINALLY PASSED AND APPROVED on second reading this the 14th day of September, 2021 by the following motion “I move that the property tax rate be increased by the adoption of a tax rate of \$0.6131 on each \$100.00 valuation of property, which is effectively a 2.1 percent increase in the tax rate.” which was made by Council Member _____ seconded by Council Member _____ to approve this ordinance having received ____ votes for, ____ votes against and ____ abstain.

THE CITY OF BURNET, TEXAS

Crista Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary



Development Services

ITEM 4.6

Habib Erkan
Assistant City Manager
512-715-3000
herkan@cityofburnet.com

Agenda Item Brief

Meeting Date: September 14, 2021

Agenda Item: Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET PROVIDING FOR THE VOLUNTARY EXTENSION OF THE CITY LIMITS THE CITY OF BURNET, TEXAS BY THE ANNEXATION OF; 75.87 ACRES OF REAL PROPERTY LOCATED WEST OF THE CITY LIMITS AND SOUTH OF TEXAS HWY 29; AMENDING THE OFFICIAL CITY LIMITS MAP OF THE CITY OF BURNET TO REFLECT THE VOLUNTARY ANNEXATION OF THE AREA DESCRIBED HEREIN; AND PRESCRIBING AN EFFECTIVE DATE: H. Erkan

Background: Hilltop Oaks, LLC, is the owner of 75.87 acres of real property located west of the city limits and south of Texas Hwy 29. Pursuant to the Development Agreement authorized by City Council Resolution No. R2021-17, Hilltop Oaks, LLC, submitted a petition for annexation on April 20, 2021. By Resolution No. R2021-23, City Council accepted petition for annexation of the land on May 25, 2021.

Information: This ordinance authorizes the annexation of the land.

There have been no changes to Ordinance 2021-33 since the first reading on August 24, 2021.

Fiscal Impact The development is projected to consist of 92 lots ½ acre or more, with price points starting at \$150,000.00. Water shall be provided by the City, and each lot shall have an individual septic system. The streets shall be private. Upon annexation, the property will be subject to city ad valorem and eligible to receive emergency services.

Recommendation: Approve and adopt Ordinance No. 2021-33 as presented.

ORDINANCE NO. 2021-33

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET PROVIDING FOR THE VOLUNTARY EXTENSION OF THE CITY LIMITS THE CITY OF BURNET, TEXAS BY THE ANNEXATION OF; 75.87 ACRES OF REAL PROPERTY LOCATE WEST OF THE CITY LIMITS AND SOUTH OF TEXAS HWY 29; AMENDING THE OFFICIAL CITY LIMITS MAP OF THE CITY OF BURNET TO REFLECT THE VOLUNTARY ANNEXATION OF THE AREA DESCRIBED HEREIN; AND PRESCRIBING AN EFFECTIVE DATE

WHEREAS, Texas Local Government Code Chapter 43, Subchapter C-1, authorizes the City of Burnet, Texas, to extend its city limit boundaries through the voluntary annexation of an area adjacent to those boundaries; and

WHEREAS, pursuant to Resolution No. R2021-23, City Council accepted petition for annexation of the land; and

WHEREAS, the land to be annexed is uninhabited; and

WHEREAS, in accordance with Texas Local Government Code § 43.0672, the City has prepared a written service plan; and

WHEREAS, in accordance with Texas Local Government Code § 43.0673, on August 24, 2021, City Council conducted a public hearing where members of the public could give testimony and comment on the proposed annexation; and

WHEREAS, notice of the public hearing was published in a Burnet newspaper of general circulation and posted on the City's website in accordance with Texas Local Government Code § 43.0673, on August 11, 2021, a date which was on or after the 20th day, but before the 10th day, before the public hearing; an.

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

Section one. Annexed land. The land and territory being a 75.87-acre parcel, more particularly described in **Exhibit "A;"** lying outside of, but adjacent to, and adjoining the City of Burnet, Texas, is hereby added and annexed to the City of Burnet, Texas, and said land and territory shall hereafter be included within the boundary limits of said City, and the present boundary limits of said City.

Section two. Service plan. The service plan attached hereto as **Exhibit "B"** is hereby approved and adopted.

Section three. Inhabitants citizenship. The inhabitants of the annexed land shall be entitled to all of the rights and privileges as citizens and shall be bound by the acts, ordinances, resolutions, and regulations of the City of Burnet, Texas.

Section four. City map. The official City Limits of the City of Burnet shall be amended to reflect the annexation of the subject land and territory.

Section five. Post annexation procedures. Within 30 days of the effective date of this Ordinance, the City Secretary is hereby authorized and directed to do the following:

- Provide a certified copy of this ordinance to the Texas Secretary of State so that the legal validity of the annexation may be certified to the United States Census Bureau;
- Provide certified copies of this ordinance to the Texas Comptroller and Burnet County Appraisal District in accordance with Texas Tax Code §321.102; and
- Provide a certified copy of this ordinance to the Burnet County Clerk pursuant to Texas Local Government Code §41.001.

Section six. Effective date. This ordinance shall become effective upon passage, adoption and publication as required by law.

Passed on first reading on the 24th day of August, 2021

Passed and Adopted on the 14th day of September, 2021

CITY OF BURNET

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

The remainder of this page intentionally blank and Exhibits "A" and "B" are attached.

EXHIBIT "A"

LINE TABLE

LINE NO.	FROM	TO	BEARING	DISTANCE	AREA
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75.87 ACRES



[Handwritten signature]

MUSKIE FALLS GRANTING & MAPPING
 1001 N. 10th St., Muskogee, Okla.
 (405) 435-4411 Fax (405) 435-4412
 COUNTY MAP OF TRACT ACRES
 THIS MAP WAS MADE BY THE MUSKIE FALLS GRANTING & MAPPING COMPANY, INC. FOR THE PURPOSE OF GRANTING AND MAPPING THE LANDS OF THE STATE OF TEXAS. THE MAP WAS MADE BY THE MUSKIE FALLS GRANTING & MAPPING COMPANY, INC. FOR THE PURPOSE OF GRANTING AND MAPPING THE LANDS OF THE STATE OF TEXAS. THE MAP WAS MADE BY THE MUSKIE FALLS GRANTING & MAPPING COMPANY, INC. FOR THE PURPOSE OF GRANTING AND MAPPING THE LANDS OF THE STATE OF TEXAS.



City of Burnet

(512) 756-6093
FAX (512) 756-8560
www.cityofburnet.com

P.O. Box 1369
1001 Buchanan Drive, Suite 4
Burnet, TX 78611

June 24, 2021

Hilltop Oaks, LLC.
David Bowen
110 County Road 304
Bertram, Texas 78605

Via email transmittal to davidbowen@kw.com

Re: Offer of Service Plan related to petition for annexation

Dear Mr. Bowen:

Included herewith for your review is a service plan that shall be implemented upon city council's annexation of your property described as 75.87 acres of real property located west of the city limits and south of Texas Hwy 29; and, hereinafter referred to as the "area."

As you may recall on May 25th City Council adopted Resolution No. 2020-32, accepting your petition requesting annexation of the area and setting the date for public hearing on August 10, 2021. Upon confirmation of your approval of the proposed service plan it shall be scheduled for city council consideration at the first available regular session.

Additionally, our police chief asked that our police officers be given authority to enforce traffic regulations in the subdivision. As the internal streets are planned as private streets, we asked that upon formation of the Homeowners Association you execute and return the attached petition requesting city enforcement of traffic regulations within the area. Also attached for your ready reference is a copy of the statute addressing municipal enforcement of traffic regulations on private streets.

If the terms set out above are acceptable, please sign below at your earliest convenience. Please do not hesitate to contact me should you have any questions or concerns with service plan or the petition.

Sincerely yours,

Habib H. Erkan Jr.
Assistant City Manager

Terms of Annexation Service Plan accepted on behalf of Hilltop Oaks, LLC:

David Bowen, Manager

Attachments: Proposed service plan; petition to enforce municipal traffic laws; and Tex. Transp. Code §542.008.

MUNICIPAL SERVICE PLAN

Hilltop Oaks LLC, Petition 75.87 acres

FIRE

Existing Services: Emergency Service District

Services to be Provided: Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station No. One located at 2002 S Water Street. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshall's office as needed.

POLICE

Existing Services: County Sheriff

Services to be Provided: Currently, the area is under the jurisdiction of the Burnet County Sheriff's Office. However, upon annexation, the City of Burnet Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation. Private streets shall be made subject to traffic rules pursuant to petition that shall be submitted pursuant to Texas Transp. Code § 542.008.

BUILDING INSPECTION

Existing Services: None

Services to be Provided: The Development Services Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling and enforcing all other applicable codes, as same may be amended from time to time, which regulated building construction within the City of Burnet.

PLANNING AND ZONING

Existing Services: None

Services to be Provided: The Development Services Department's responsibility for regulating development and land use through the administration of the City of Burnet Zoning Ordinance, as same may be amended from time to time, will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Burnet Subdivision Ordinance, as same may be amended from time to time. These services can be provided within the department's current budget.

CODE ENFORCEMENT SERVICE

Existing Services: None

Services to be Provided: The City of Burnet's ordinances and regulations relating to property maintenance, as same may be amended from time to time, shall be applicable to the property on the effective date of the annexation. Inspection services can be provided with current Code Enforcement personnel and within the current budget appropriation. In addition, animal control services will be provided to the area as needed.

STREET

Existing Services: Private Street Maintenance

Services to be Provided: Developers will provide internal streets at their own expense. The design and construction thereof shall comply with the City's subdivision ordinance. As the development connects to the public street system by way of an existing private street, the internal streets in the development shall be private. Developer shall establish a Property Owners' Association ("POA") and empower the POA to collect dues and assessments from its members for the maintenance and repair of common facilities, such as streets, and maintenance of common facilities will be the responsibility of the POA.

STORM WATER MANAGEMENT

Existing Services: None

Services to be Provided: Developers will provide storm water drainage at their own expense. The design and construction thereof shall comply with the City's subdivision ordinance, as same may be amended from time to time. Maintenance of the onsite storm water drainage facilities will be the responsibility of the POA.

WATER SERVICE

Existing Services: None

Services to be Provided: Water service to the area will be provided in accordance with the applicable codes and departmental policy. Extension of service shall comply with City codes and ordinances as may be amended from time to time.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided: Sanitary sewer service to the area of proposed annexation will be provided by individual sanitary septic systems that must comply with City codes and ordinances, as may be amended from time to time, and each sanitary septic system shall be maintained by the respective lot owners.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance, as same may be amended from time to time. Service shall comply with existing City policies, as same may be amended from time to time, beginning with occupancy of structures.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of Burnet's established policies, as same may be amended from time to time, governing extension of municipal services to newly annexed areas.

**PETITION TO AUTHORIZE CITY OF BURNET POLICE DEPARTMENT ENFORCE
MUNICIPAL TRAFFIC LAWS**

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BURNET, TEXAS:

Whereas, the land that is the subject to this petition is an approximately 75.87 acre tract of land out of John Hamilton Survey No. 1, Abstract No. 405, Burnet County, Texas and is more fully described in the Public Records of Burnet County, Texas as Document Number # _____ (hereinafter the "Subdivision"); and

Whereas, Hilltop Oaks LLC, (hereinafter "Petitioner") is the fully vested owner of the Subdivision;

Whereas Petitioner has established a Homeowner's Association and is fully vested to act as the Homeowner's Association's governing body; and

Whereas, the undersigned is a corporate officer of the Petitioner and authorized to file this petition;

NOW THEREFORE:

The City of Burnet is hereby petitioned and requested to extend by ordinance all traffic rules that apply to public roads in the city to the roads in the Subdivision so that the roads of the Subdivision are under the same traffic rules.

The undersigned petitioner avers as to the following:

- (1) The recitals to this petition are true and correct;
- (2) The Petitioner understands that the approval of this petition will not impose upon the city any responsibility to maintain the roads within the Subdivision; and such responsibility will solely rest with the Homeowner's Association; and
- (3) Petitioner understands that as a condition of extending traffic rules to the Subdivision, Council may require the Homeowner's Association to pay all cost associated with the placement of necessary official traffic control devices.

The undersigned Petitioner asks this petition to be placed on the first available agenda of City Council pursuant to Texas Transportation Code §542.008, or such other law that will facilitate its purpose.

**OWNER
HILLTOP OAKS LLC**

By: David Lee Bowen
David Lee Bowen, Manager
110 County Road 304
Bertram, Texas 788605

(ACKNOWLEDGEMENT)

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2021 by David Lee Bowen, as manager of Hilltop Oaks LLC, a limited liability company.

(Personalized Seal)

Notary Public, State of Texas

Tex. Transp. Code § 542.008 Traffic Regulations: Private Subdivisions in Certain Municipalities

- (a) This section applies only to a subdivision in which the roads are privately owned or maintained that is located in a municipality with a population of 300 or more.
- (b) On petition of 25 percent of the property owners residing in the subdivision or on the request of the governing body of the entity that maintains the roads, the governing body of the municipality may extend by ordinance any traffic rules that apply to a road owned by the municipality, or by the county in which the municipality is located, to the roads in the subdivision so that the roads of the subdivision are under the same traffic rules, if the governing body of the municipality finds the ordinance in the interest of the municipality generally. A petition under this subsection must specify the traffic rules that are sought to be extended. The ordinance may extend any or all of the requested rules.
- (c) As a condition of extending a traffic rule under Subsection (b), the governing body of the municipality may require that owners of property in the subdivision pay all or part of the cost of extending and enforcing the traffic rules in the subdivision, including the costs associated with the placement of necessary official traffic control devices. The governing body of the municipality shall consult with the appropriate law enforcement entity to determine the cost of enforcing traffic rules in the subdivision.
- (d) On issuance of an order under this section, the private roads in the subdivision are considered to be public highways or streets for purposes of the application and enforcement of the specified traffic rules. The governing body of the municipality may place official traffic control devices on property abutting the private roads if:
 - (1) those devices relate to the specified traffic rule; and
 - (2) the consent of the owner of that property is obtained or an easement is available for the placement.



Administration

ITEM 4.7

Habib Erkan
Assistant City Manager
512-715-3000
herkan@cityofburnet.com

Agenda Item Brief

Meeting Date: September 14, 2021

Agenda Item: Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET AMENDING ORDINANCE NO. 2020-17 AND PROVIDING FOR THE VOLUNTARY EXTENSION OF THE CITY LIMITS THE CITY OF BURNET, TEXAS BY THE ANNEXATION OF CERTAIN CITY OWNED LAND LOCATED NEAR COUNTY ROAD 100 AND DELAWARE SPRINGS GOLF COURSE; AMENDING THE OFFICIAL CITY LIMITS MAP OF THE CITY OF BURNET TO REFLECT THE VOLUNTARY ANNEXATION OF THE AREA DESCRIBED HEREIN; AND PRESCRIBING AN EFFECTIVE DATE: H. Erkan

Background: By Ordinance No. 2020-17 City Council annexed 11.64 acres located on the south side of County Road 100, north of the golf course. Subsequently, it was discovered the city owned an adjoining 0.55-acre tract. This ordinance amends Ordinance No. 2020-17 by adding the 0.55-acre tract to the annexation and curing a description ambiguity 11.64-acre tract. Both tracts are part of the land under contract with Delaware Springs Ranch Investments, LLC; and these matters were discovered by the title examiner.

Information: Publication of notice of public hearing, and all other pre-annexation initiation procedures have been fulfilled in accordance with the requirements of Texas Local Government Code Chapter 42, Subchapter C-3.

There have been no changes to Ordinance 2021-34 since the first reading on August 24, 2021.

Fiscal Impact The annexation of this property will have no fiscal impact.

Recommendation: Approve and adopt Ordinance No. 2021-34 as presented.

ORDINANCE NO. 2021-34

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET AMENDING ORDINANCE NO. 2020-17 AND PROVIDING FOR THE VOLUNTARY EXTENSION OF THE CITY LIMITS OF THE CITY OF BURNET, TEXAS BY THE ANNEXATION OF CERTAIN CITY OWNED LAND LOCATED NEAR COUNTY ROAD 100 AND DELAWARE SPRINGS GOLF COURSE; AMENDING THE OFFICIAL CITY LIMITS MAP OF THE CITY OF BURNET TO REFLECT THE VOLUNTARY ANNEXATION OF THE AREA DESCRIBED HEREIN; AND PRESCRIBING AN EFFECTIVE DATE.

WHEREAS, Texas Local Government Code Chapter 43, Subchapter C-1, authorizes the City of Burnet, Texas, to extend its city limit boundaries through the voluntary annexation of an area adjacent to those boundaries; and

WHEREAS, the City of Burnet is the owner of the land that is the subject of this annexation ordinance; and

WHEREAS, the land to be annexed is uninhabited and consists of two contiguous parcels as follows:

- (a) a 0.55-acre parcel described in a Warranty Deed granted by Big Leaf Limited to the City of Burnet, and recorded in the Burnet County Public Records as Document No. 201501698 (hereinafter Parcel "A"); and
- (b) a 11.64-acre parcel described in a Warranty Deed granted by Big Leaf Limited to the City of Burnet, and recorded in the Burnet County Public Records at Volume 1032, Page 0988 (hereinafter Parcel "B"); and

WHEREAS, Parcel B was annexed by Ordinance No. 2020-17; and

WHEREAS, Parcel A was inadvertently excluded from Ordinance No. 2020-17; and

WHEREAS, the purpose of this Ordinance is to add Parcel A to the annexed area and correct the description of Parcel B in Ordinance No. 2020-17; and

WHEREAS, in accordance with Texas Local Government Code § 43.0672, the City has prepared a written service plan; and

WHEREAS, in accordance with Texas Local Government Code § 43.0673, on August 11, 2021, City Council conducted a public hearing where members of the public could give testimony and comment on the proposed annexation; and

WHEREAS, notice of the public hearing was published in a Burnet newspaper of general circulation and posted on the City's website in accordance with Texas Local Government Code § 43.0673, on July 21, 2021, a date which was on or after the 20th day, but before the 10th day, before the public hearing; and

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

Section one. Annexed land. The land and territory being a 0.55-acre parcel, more particularly described in **Exhibit “A;”** and an 11.64-acre parcel more particularly described in **Exhibits “B;”** owned by the City of Burnet, Texas, lying outside of, but adjacent to, and adjoining the City of Burnet, Texas, is hereby added and annexed to the City of Burnet, Texas, and said land and territory shall hereafter be included within the boundary limits of said City, and the present boundary limits of said City.

Section two. Service plan. The service plan attached hereto as **Exhibit “C”** is hereby approved and adopted.

Section three. Inhabitants citizenship. The inhabitants of the annexed land shall be entitled to all of the rights and privileges as citizens and shall be bound by the acts, ordinances, resolutions, and regulations of the City of Burnet, Texas.

Section four. City map. The official City Limits of the City of Burnet shall be amended to reflect the annexation of the subject land and territory.

Section five. Post annexation procedures. Within 30 days of the effective date of this Ordinance, the City Secretary is hereby authorized and directed to do the following:

- Provide a certified copy of this ordinance to the Texas Secretary of State so that the legal validity of the annexation may be certified to the United States Census Bureau;
- Provide certified copies of this ordinance to the Texas Comptroller and Burnet County Appraisal District in accordance with Texas Tax Code §321.102; and
- Provide a certified copy of this ordinance to the Burnet County Clerk pursuant to Texas Local Government Code §41.001.

Section six. Effective aate. This ordinance shall become effective upon passage, adoption and publication as required by law.

Passed on first reading on the 24th day of August, 2021

Passed and Adopted on the 14th day of September, 2021

CITY OF BURNET

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

The remainder of this page intentionally blank and Exhibits “A,” “B” and “C” are attached.



SK NELSON ENGINEERING, LLC

320 SOUTHLAND DRIVE

BURNET, TEXAS 78611

PH. 512-553-3366 • FAX 512-756-6010

ENGINEERING • SURVEYING • CONSTRUCTION

EXHIBIT "A"

PAGE 1 OF 1

STATE OF TEXAS: COUNTY OF BURNET;

BEING a 0.55 acre tract of land out of Lot 7, Oak Vista Subdivision, of record in Cabinet 1, Slide 183-C, Plat Records of Burnet County, Texas, and being a portion of that certain Property No. 1, as described in an Assumption Warranty Deed dated September 4, 1994, from Oak Vista, Inc. to Big Leaf, Ltd. of record in Volume 618, Page 569, Real Property Records of Burnet County, Texas, said 0.55 acres further described herein by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found in the Southern Right of Way line of Scenic Oaks Drive (also known as County Road No. 100), at the Northeast corner of Lot 8, Oak Vista Subdivision, and the Northwest corner of Lot 7, Oak Vista Subdivision, WHENCE a 1/2" iron rod found at the Northwest corner of said Lot 8 and the Northeast corner of Lot 9 bears S 80°20'30" W [S 79°19'34" W], a distance of 399.62 feet [400.0'];

THENCE N 79°19'34" E [N 80°20'30" E], a distance of 85.49 feet to a protracted (computed) point at the Northernmost Northwest corner of a tract of land called Tract 6 and described as 11.608 acres in an Agreed Judgment between the City of Burnet (plaintiff) and Billy Joe Fox, et al, (defendants), of record in Volume 201101280, Official Public Records of Burnet County, Texas, WHENCE a 1/2" iron rod found at the Northeast corner of Lot 7 and the Northwest corner of Lot 6 bears N 79°19'34" E [N 80°20'30" E], and at 314.49 feet passing 0.48 left of a 1/2" iron rod found, in all a distance of 614.60 feet.

THENCE S 23°57'40" E (S 24°03'17" E), at 0.45 feet passing a 1/2" iron rod found with plastic cap stamped Cuplin 5938, in all a distance of 204.93 feet (205.09') to a 1/2" capped iron rod found for a reentrant corner of said 11.608 acre tract 6, and the Southeast corner hereof;

THENCE S 54°27'50" W (S 54°35'27" W), with a Northwesterly boundary line of said 11.608 acre Tract 6, a distance of 129.24 feet (130.24') to a protracted (calculated) point in the Eastern boundary line of Lot 8, and the Western boundary line of said Lot 7, Oak Vista, for the Southwest corner hereof, WHENCE a 1/2" iron rod with plastic cap stamped Cuplin 5938 found for reference, bears S 54°27'50" W, a distance of 0.70 feet;

THENCE N 14°07'48" W [N 13°06'30" W], with the Eastern boundary line of said Lot 8, Oak Vista, a distance of 254.24 feet to the POINT OF BEGINNING, and calculated to contain 0.55 acres.

NOTES:

The bearings in Parenthesis () are those of record in Document No. 201101280, Official Public Records of Burnet County, Texas.

The bearings in Brackets [] are those of record in the plat of Oak Vista Subdivision, of record in Cabinet 1, Slide 183-C, Plat Records of Burnet County, Texas.

The bearings measured upon the ground, are based on the Texas Lambert Projection, Central Zone, NAD 83.


DANNY J. STARK, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5602
FIRM REGISTRATION NO. 10193924
JOB NO. - 15-5103-0.55 OFFICE - D. STARK January 27, 2015

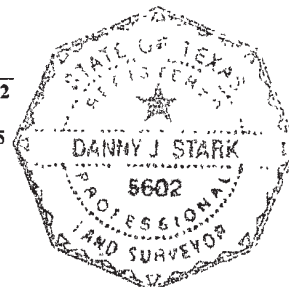


Exhibit B

15 December 2001
STATE OF TEXAS
COUNTY OF BURNET
Page 1 of 1

Survey of 11.64 acres out of Lot Nos. 6&7, Oak Vista Subdivision;

Being a portion of that certain Oak Vista Subdivision, as shown of record in Cabinet 1, Slide Nos. 183 C&D, and 184 A&B, and further being portions of Lot No. 6 and Lot No. 7 out of said Subdivision, and being portions of those same tracts called Lot Nos. 6 & 7 described in "Property No. 1" in an Assumption Warranty Deed dated 14 September 1994, from Oaks Vista, Inc., a Texas Corporation, to Big Leaf, Ltd., a Texas Limited Partnership, as recorded in Volume 618, Page 569, Official Public Records of Burnet County, Texas, and being further described by metes and bounds as follows:

COMMENCING at a ½ inch iron rod found in the Southern Right of Way of Scenic Oaks Drive, and being the Northwest corner of that certain Lot No. 7 of Oak Vista Subdivision;

THENCE N80°23'01"E, with the Southern Right of Way of said Scenic Oaks Drive, a distance of 85.00 feet to an ½ inch iron rod set for the POINT OF BEGINNING hereof;

THENCE N80°23'01"E, and continuing , with the Southern Right of Way of said Scenic Oaks Drive, a distance of 315.00 feet to an ½ inch iron rod set;

THENCE S23°01'46"E, a distance of 190.00 feet to an ½ inch iron rod set for an inside ell corner hereof;

THENCE N80°47'53"E, a distance of 667.52 feet to an ½ inch iron rod set for angle point hereof;

THENCE S52°36'25"E, a distance of 156.93 feet to an ½ inch iron rod set in the Eastern line of Lot No. 6 of said Subdivision and an Easterly Northeast corner hereof;

THENCE S13°06'30"E, a distance of 247.30 feet to an ½ inch iron rod found for the Southeast Corner of Lot No. 6 and the Southeast corner hereof;

THENCE S78°39'20"W, a distance of 1198.23 feet to an ½ inch iron rod found for the Southwest corner of Lot No. 7 and the Southwest corner hereof;


THENCE N13°06'30"W, with the Western boundary line of said Lot No. 7, a distance of 332.34 feet to an ½ inch iron rod set;

THENCE N55°39'54"E, a distance of 130.00 feet to an ½ inch iron rod set for an inside ell corner hereof;

THENCE N23°01'46"W, a distance of 210.91' to the POINT OF BEGINNING, and calculated to contain 11.64 Acres, more or less.

The basis of bearings is the Western boundary line of the 666.23 acre adjoining tract as recorded in Volume 147, Page 423, Deed of Trust Records of Burnet County, Texas and being N13°04'W.

I, Larry G. Hada, do hereby certify that the foregoing Field were prepared from an actual survey made upon the ground, the Records of Burnet County, Texas and surveys of area properties, that the corners and boundaries with marks natural and artificial are as found on the ground, that discrepancies, conflicts, protrusions or intrusions, overlapping of improvements, easements, visible or apparent to me are described hereon, that said property has access to and from a dedicated roadway, and that a portion of said property IS located within a 100-year flood plain area as delineated by the Federal Emergency Management Agency, FEMA, on Flood Insurance Rate Map, FIRM, Panel No. 48053C0250C dated November 16, 1990.


Larry G. Hada, R.P.L.S.
State of Texas No. 2153



12-17-01
Date

OFFICIAL PUBLIC RECORD
BURNET COUNTY TEXAS

Exhibit 1032 0989

Exhibit "C"
MUNICIPAL SERVICE PLAN

FIRE

Existing Services: Emergency Service District

Services to be Provided: Fire suppression will be available to the area upon annexation. Primary fire response will be provided by the City of Burnet Fire Department. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshall's office as needed.

POLICE

Existing Services: County Sheriff

Services to be Provided: Currently, the area is under the jurisdiction of the Burnet County Sheriff's Office. However, upon annexation, the City of Burnet Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

BUILDING INSPECTION

Existing Services: None

Services to be Provided: The Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling and enforcing all other applicable codes which regulated building construction within the City of Burnet.

PLANNING AND ZONING

Existing Services: None

Services to be Provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Burnet Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Burnet Subdivision Ordinance. These services can be provided within the department's current budget.

STREET

No existing streets will be annexed. Newly constructed streets shall be built in accordance with the City Code of Ordinances.

STORM WATER MANAGEMENT

Existing Services: None

Services to be Provided: Developers will provide storm water drainage at their own expense, which will be inspected by the City Engineers at time of completions. Storm water drainage systems shall be maintained in accordance with the requirements of the City Code of Ordinance.

STREET LIGHTING

Existing Services: None

Services to be Provided: The City of Burnet will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided: As the property develops, Traffic Control Devices shall be installed and maintain in accordance with the requirements of the City Code of Ordinances.

WATER SERVICE

Existing Services: None

Services to be Provided: Water service to the area will be provided in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinances. Extension of service shall comply with applicable codes and ordinances.

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SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and departmental policy. When property

develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable codes and ordinances.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of Burnet's established policies governing extension of municipal services to newly annexed areas.



Police Department

ITEM 4.8

Brian Lee
Police Chief
512 756-6404
blee@cityofburnet.com

Agenda Item Brief

Meeting Date: September 14, 2021

Agenda Item: Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AMENDING CODE OF ORDINANCE CHAPTER 2 (ENTITLED "ADMINISTRATION"), ARTICLE III, (ENTITLED "ADVISORY BODIES"); AND ADDING A NEW SECTION 2-49 (ENTITLED "POLICE DEPARTMENT CITIZEN ADVISORY BOARD"); PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: B. Lee

Background: The Burnet Police Department is committed to the community policing philosophy by enhancing and fostering established relationships with the citizens of Burnet.

The board will be comprised of eight (8) to ten (10) members of the Burnet community who represent a cross-section of the population. The board would serve in an advisory role to the Chief and the department in areas such as policy, policing strategies, and priorities. Residents of Burnet and/or business owners who operate in Burnet are eligible to serve. Interested citizens would be required to submit an application for consideration and appointment by Council. Term of service is two years with no term limit.

The board would meet every six (6) to eight (8) weeks and will be presented with a range of topics from policy to strategy and will provide input on the decision-making process.

Information: This is the first reading of the ordinance amending current code to include the Burnet Police Department Citizen Advisory Board as a board of the City of Burnet.

Fiscal Impact None.

Recommendation: Staff recommends approval of the first reading of Ordinance 2021-36 as presented.

ORDINANCE NO. 2021-36

AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AMENDING CODE OF ORDINANCE CHAPTER 2 (ENTITLED “ADMINISTRATION”), ARTICLE III, (ENTITLED “ADVISORY BODIES”); AND ADDING A NEW SECTION 2-49 (ENTITLED “POLICE DEPARTMENT CITIZEN ADVISORY BOARD”); PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, city council is imbued with the authority to establish such appointed bodies as it may deem necessary for the conduct of city business and management of municipal affairs; and

WHEREAS, the purpose of this ordinance is to codify the general provisions for the establishment and operations of bodies appointed by council; and

WHEREAS, a further purpose of this ordinance is to provide the public with easy reference to the advisory boards established by council; and

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

Section one. Code amendment. City Code Chapter 2 (entitled “Administration”), Article III (entitled “Appointed bodies”) is hereby amended by the addition of Section 2-49 “Police Department Citizen Advisory Board” and should read as follows:

City Code Chapter 2 - Administration

Article III. – Appointed bodies

Section 2-49 *Police Department Citizen Advisory Board*

- (a) *Name.* This body is designated as the Police Department Citizen Advisory Board (BPD Citizen Advisory Board).
- (b) *Duties and authority.* The Board will serve in an advisory capacity to the Burnet Police Department on various topics pertaining to policy, policing strategies, and community priorities.
- (c) *Membership.* The board will consist of 8 members. Four members constitutes a quorum.
- (d) *Officers.* Board officers shall be the chairperson, vice chairperson and secretary. All officers must be appointed members of the board except the secretary who may be a member of city staff.
 - (1) *The chairperson shall preside over all meetings, may appoint committees, and preside over such committees; certify all board official documents and minutes; and act in the absence of the secretary.*

- (2) *The vice chairperson shall act in the absence of the chairperson, and if both the chairperson and secretary is absent, serve as the secretary.*
- (3) *The secretary shall cause a record of meeting attendance and minutes; provide notification of meetings to board members, file official records and reports of the board with the city secretary; and provide notification and publications of board meetings as prescribed by law.*
- (e) *Meetings. The BPD Citizens Advisory Board regular meetings shall occur the first Monday every other month; or at such day and time as may be determined by the board.*

Section one. Recitals. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section two. Penalty. A violation of this ordinance is unlawful and subject to City Code of Ordinances Sec. 1-6 (entitled “general penalty”).

Section three. Cumulative. This ordinance shall be cumulative of all provisions of all ordinances and codes, or parts thereof, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event Section 5, (entitled “Repealer”) shall be controlling.

Section four. Repealer. All ordinances and codes, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

Section five. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Ordinance would have been enacted without such invalid provision.

Section six. TOMA Compliance. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was conducted in compliance with the Texas Open Meeting Act.

Section seven. Publication. The publishers of the City Code are authorized to amend said Code to reflect the changes adopted herein and to correct typographical errors and to format and number paragraphs to conform to the existing Code.

Section eight. Effective Date. This Ordinance shall be effective upon the date of final adoption hereof and publication as required by law.

Passed on first reading on the 14th day of September, 2021

Passed, approved, and adopted on the 28th day of September, 2021

CITY OF BURNET

ATTEST:

Crista Goble Bromley, Mayor

Kelly Dix, City Secretary



Administration

ITEM 4.9

David Vaughn
City Manager
512-715-3208
Dvaughn@cityofburnet.com

Agenda Item Brief

Meeting Date: September 14, 2021

Agenda Item: Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, SELECTING THE FIRM FREESE AND NICHOLS TO PROVIDE PROFESSIONAL PLANNING SERVICES RELATED TO CREATING A NEW COMPREHENSIVE PLAN FOR THE CITY OF BURNET AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE A CONTRACT FOR FINAL CITY COUNCIL APPROVAL: D. Vaughn

Background: At the May 19, 2021 City Council Budget workshop, Council prioritized moving forward with the creation of a new Comprehensive Plan to assist with planning and development processes for future growth of the city.

Staff prepared and executed RFQ 2021-01 (Request for Qualifications) Professional Planning Services for a Comprehensive Plan on June 1st, 2021 with a submittal closing date of 5:00 p.m. on July 21st, 2021.

Eight submissions were received for review as follows:

- MRB Group
- Gunda Corporation
- Halff and Associates, Inc.
- Mario Pena
- Design Workshop, Inc,
- Mosaic Planning & Development
- Freese and Nicols, Inc.
- Thonhoff Engineering, Inc.

On July 27, 2021, City Council appointed a Comprehensive Plan Committee to review and interview the companies that submitted qualifications. The committee reviewed all

submissions and narrowed it down to four companies for interviews.

The last week of August, the committee interviewed the Planning Firms: Halff Associates, Inc., Design Workshop, Inc., Mosaic Planning & Development, Freese and Nichols, Inc., The committee's recommendation is the firm Freese and Nichols, Inc.

Information:

State law requires municipalities to select such firms first and negotiate price after selection. This resolution complies with the statute and authorizes the city manager to negotiate an agreement with the firm Freese and Nichols, Inc. and to present the negotiated agreement to city council for final approval.

Fiscal Impact

Approval of this resolution will have no financial impact as city council must first approve the negotiated agreement before incurring any obligation to pay for services.

Recommendation:

Approve and adopt Resolution R2021-45 as presented.

RESOLUTION NO. R2021-45

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, SELECTING THE FIRM FREESE AND NICHOLS TO PROVIDE PROFESSIONAL PLANNING SERVICES RELATED TO CREATING A NEW COMPREHENSIVE PLAN FOR THE CITY OF BURNET AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE A CONTRACT FOR FINAL CITY COUNCIL APPROVAL

Whereas, at a City Council Budget workshop on May 19, 2021, City Council prioritized the need for a new City of Burnet Comprehensive Plan; and

Whereas, on June 1, 2021, the city executed a Request for Qualifications, RFQ 2021-01 Professional Planning Services for a Comprehensive Plan: and

Whereas, at a regular session on July 27, 2021, City Council appointed a committee to facilitate the development of the Comprehensive Plan for the City; and

Whereas, the week of August 30, 2021, the committee interviewed the Professional Planning firms Halff and Associates, Inc.; Design Workshop, Inc.; Mosaic Planning and Development, and Freese and Nichols, Inc.; and

Whereas, after due deliberation the committee recommends the firm Freese and Nichols, Inc. for professional planning services for a new City of Burnet Comprehensive Plan.

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

Section one. Findings. The recitals to this Resolution are hereby adopted and incorporated herein for all purposes.

Section two. Selection. The firm Freese and Nichols, with offices at 10431 Morado Circle, Building 5, Suite 300, Austin, Texas 78759 is selected to serve as the Professional Planning Firm for the comprehensive plan project.

Section three. Authorization. The city manager is hereby authorized and directed to negotiate a professional service agreement with the selected firm and to present the negotiated agreement to city council for final approval.

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

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

PASSED AND APPROVED this the 14th day of September, 2021.

CITY OF BURNET, TEXAS

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary



Development Services

ITEM 4.10

Leslie Kimbler
Interim Planner I
512-715-3206
lkimbler@cityofburnet.com

Agenda Item Brief

Meeting Date: September 14, 2021

Agenda Item: Discuss and Consider: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY DESCRIBED AS 3401 S WATER STREET (LEGAL DESCRIPTION: 4.196 ACRES, OUT OF THE SAMUEL HAZLETT SURVEY NO. 6, ABS. NO. 401) WITH HEAVY COMMERCIAL – DISTRICT “C-3”: CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: L. Kimbler

Background: The subject property is located at the corner of South Highway 281 and John W Hoover Parkway. The property currently consists of three tracts, two of which are zoned “A” for Agricultural and one tract zoned as Light Commercial “C-1”. The two tracts zoned “A” abut the city limits. Currently, city water and sewer are available at the site; the property is located within PEC’s electrical territory.

Information: The applicant is seeking the requested rezone to allow for a recreational vehicle sales and service center. In June of this year, Council passed an ordinance that would allow the sales, service and storage of Boats and Recreational Vehicles in a Heavy Commercial – District “C-3” zoning.

Staff Analysis: The Future Land Use Map (Exhibit B) designation for the area is commercial. The proposed Heavy Commercial – District “C-1” zoning is appropriate in this area.

Properties adjacent to the subject property are zoned as follows:

	North	South	East	West
Zoning	“C-3”	“A”	“ETJ”	“C-3”
FLUM	Government	Commercial	Residential	Commercial
Land Use	Hospital	Vacant	Vacant	Storage Units

Public Notification: A Notice of Public Hearing was published in the Burnet Bulletin on August 25, 2021, and written notices were mailed to six (6) surrounding property owners within 200 feet of the subject property. There have been zero responses in favor and zero responses in opposition.

Recommendation: Staff recommends approval of the first reading of Ordinance No. 2021-37 requesting to rezone the property from its present designation of Light Commercial – District “C-1” and Agricultural District – District “A” to a designation of Heavy Commercial – District “C-3” as presented.

ORDINANCE NO. 2021-37

AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY DESCRIBED AS 3401 S WATER STREET (LEGAL DESCRIPTION: 4.196 ACRES, OUT OF THE SAMUEL HAZLETT SURVEY NO. 6, ABS. NO. 401) WITH HEAVY COMMERCIAL – DISTRICT “C-3”: CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council, by the passage and approval of Ordinance No. 2021-001, affixed the zoning classifications for each and every property located within the city in accordance with the Official Zoning Map as approved with said ordinance; and

WHEREAS, the purpose of this Ordinance is to amend the Official Zoning Map by amending the zoning classification of the Real Property (“Property”) described herein; and

WHEREAS, the Planning and Zoning Commission, after conducting a public hearing on the matter, deliberated the merits of the proposed amendment of zoning classification and has made a report and recommendation to City Council; and

WHEREAS, in passing and approving this ordinance it is legislatively found the Planning and Zoning Commission and City Council complied with all notice, hearing and meetings requirements set forth in Texas Local Government Chapter 211; Texas Government Code Chapter 551, the City Charter; and Chapter 118, of the Code of Ordinances; and

WHEREAS, it is further legislatively found that this proposed zoning reclassification of property does not require an amendment to the Future Land Use Plan; and

WHEREAS, City Council, after considering the testimony and comments of the public, reports and recommendations of City Staff and the Planning and Zoning Commission, and the deliberation of its members, by passage and approval of this Ordinance hereby determines the action taken herein is meritorious and beneficial to the public health, safety, and welfare.

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

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

Section two. Property. The Property that is the subject to this Zoning District Reclassification is 3401 S WATER STREET (LEGAL DESCRIPTION: 4.196 ACRES, OUT

OF THE SAMUEL HAZLETT SURVEY NO. 6, ABS. NO. 401) as shown on **Exhibit “A”** hereto.

Section three Zoning District Reclassification. HEAVY COMMERCIAL – DISTRICT “C-3” Zoning District Classification is hereby assigned to the Property described in section two.

Section four. Zoning Map Revision. The City Secretary is hereby authorized and directed to revise the Official Zoning Map to reflect the change in Zoning District Classification approved by this Ordinance.

Section five. Repealer. Other ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent of such conflict.

Section six. Severability. This Ordinance is severable as provided in City Code Section 1-7 as same may be amended, recodified or otherwise revised.

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

PASSED on First Reading the 14TH day of September 2021.

PASSED AND APPROVED on this the 28th day of September 2021.

CITY OF BURNET, TEXAS

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

Exhibit "A"
Location Map



Item 4.10

Discuss and Consider: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY DESCRIBED AS 3401 S WATER STREET (LEGAL DESCRIPTION: 4.196 ACRES, OUT OF THE SAMUEL HAZLETT SURVEY NO. 6, ABS. NO. 401) WITH HEAVY COMMERCIAL – DISTRICT “C-3”: CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

Item X.X

Information:

- Current Zoning:
Light Commercial – District “C-1” &
Agricultural – District “A”
- Requested Zoning:
Heavy Commercial – District “C-3”

Request is to allow for the development of a recreational sales and service center which is allowable in Heavy Commercial – District “C-3”

Future Land Use Map:

The Future Land Use Map designation for the area is Commercial. The proposed Heavy Commercial – District “C-3” zoning is appropriate in this area.



Questions?

Staff recommends approval of the first reading of Ordinance 2021-37 requesting to rezone the property from its present designation of Light Commercial – District “C-1” and Agricultural District – District “A” to a designation of Heavy Commercial – District “C-3” as presented.





Development Services

ITEM 4.11

Matt Imrie
Community Development
Coordinator
512-715-3206
mimrie@cityofburnet.com

Agenda Item Brief

Meeting Date: September 14, 2021

Action: Discuss and Consider: FIRST READING AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY DESCRIBED AS AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY DESCRIBED AS 806 EAST LEAGUE STREET (LEGAL DESCRIPTION: PORTION OF 5 ACRE BLK. 8, KERR DONATION, 1.225 ACRES) WITH SINGLE FAMILY RESIDENTIAL “R-1” ZONING CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE : M. Imrie

Background: This property was identified by staff as being improperly zoned. The current zoning of C-1 is incorrect. Staff was also contacted by the homeowner who was made aware of the error while in the process of refinancing the property.

Information: Staff recommends Single Family Residence “R-1” classification for this property. This is consistent with the FLUM.

Staff Analysis: The Future Land Use Map designation for the area is Residential. Based on the other surrounding properties, this designation is appropriate.

Properties adjacent to the subject property are zoned as follows:

	North	South	East	West
Zoning	“C-1”	“R-1”	“C-1”	“R-1”
FLUM	Residential	Residential	Residential	Residential
Land Use	Single-Family Residential	Single-Family Residential	Single-Family Residential	Single-Family Residential

Public Notification: A Notice of Public Hearing was published in the Burnet Bulletin on August 25, 2021, and written notices were mailed to twenty-one (21) surrounding property owners within 200 feet of the subject property. Staff has received zero responses in favor and zero responses in opposition.

Recommendation: Staff recommends approval of the first reading of Ordinance 2021-38 requesting to rezone the property from its present designation of Light Commercial-District “C-1” to a designation of Single Family Residential- District “R-1” as presented.

ORDINANCE NO. 2021-38

AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY DESCRIBED AS 806 EAST LEAGUE STREET (LEGAL DESCRIPTION: (Legal Description: PORTION OF 5 ACRE BLK. 8, KERR DONATION, 1.225 ACRES WITH SINGLE FAMILY RESIDENTIAL “R-1” ZONING CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council, by the passage and approval of Ordinance No. 2021-001, affixed the zoning classifications for each and every property located within the city in accordance with the Official Zoning Map as approved with said ordinance; and

WHEREAS, the purpose of this Ordinance is to amend the Official Zoning Map by amending the zoning classification of the Real Property (“Property”) described herein; and

WHEREAS, the Planning and Zoning Commission, after conducting a public hearing on the matter, deliberated the merits of the proposed amendment of zoning classification and has made a report and recommendation to City Council; and

WHEREAS, in passing and approving this ordinance it is legislatively found the Planning and Zoning Commission and City Council complied with all notice, hearing and meetings requirements set forth in Texas Local Government Chapter 211; Texas Government Code Chapter 551, the City Charter; and Chapter 118, of the Code of Ordinances; and

WHEREAS, it is further legislatively found that this proposed zoning reclassification of property does not require an amendment to the Future Land Use Plan; and

WHEREAS, City Council, after considering the testimony and comments of the public, reports and recommendations of City Staff and the Planning and Zoning Commission, and the deliberation of its members, by passage and approval of this Ordinance hereby determines the action taken herein is meritorious and beneficial to the public health, safety and welfare.

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

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

Section two. Property. The Property that is the subject to this Zoning District Reclassification is **806 EAST LEAGUE STREET (Legal Description: PORTION OF 5 ACRE BLK. 8, KERR DONATION, 1.225 ACRES)** as shown on **Exhibit “A”** hereto.

Section three. Zoning District Reclassification. Single Family Residential- District “R-1” Zoning District Classification is hereby assigned to the Property described in section two.

Section four. Zoning Map Revision. The City Secretary is hereby authorized and directed to revise the Official Zoning Map to reflect the change in Zoning District Classification approved by this Ordinance.

Section five. Repealer. Other ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent of such conflict.

Section six. Severability. This Ordinance is severable as provided in City Code Section 1-7 as same may be amended, recodified or otherwise revised.

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

PASSED on First Reading the 14 day of September 2021.

PASSED AND APPROVED on this the 28 day of September 2021.

CITY OF BURNET, TEXAS

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

Exhibit “A”
Location Map



Item 4.11

Discuss and Consider: FIRST READING AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY DESCRIBED AS 806 EAST LEAGUE STREET ((LEGAL DESCRIPTION: (Legal Description: PORTION OF 5 ACRE BLK. 8, KERR DONATION, 1.225 ACRES) WITH SINGLE FAMILY RESIDENTIAL-DISTRICT “R-1”; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

Item XX

Information:

- Current Zoning:
Light Commercial – District “C-1”
- Requested Zoning:
Single Family Residential- District “R-1”

The property was incorrectly zoned as C-1 and needs to be re-zoned as R-1

Future Land Use Map:

The Future Land Use Map designation for the area is residential. The proposed Single Family Residential- District “R-1” zoning is appropriate in this area.



Questions?

Staff recommends approval of the first reading of Ordinance 2021-38 to rezone the property from its present designation of Light Commercial – District “C-1” to a designation of Single Family Residential- “R-1” as presented.





Administration

ITEM 4.12

Habib Erkan
Assistant City Manager
512-715-3000
herkan@cityofburnet.com

Agenda Item Brief

Meeting Date: September 14, 2021

Agenda Item: Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING AN AGREEMENT WITH DELAWARE SPRINGS RANCH INVESTMENTS LLC, RELATING TO THE DEVELOPMENT OF DELAWARE SPRINGS SECTION 24 AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT ON BEHALF OF THE CITY. H. Erkan

Background: Delaware Springs Ranch Investments LLC, is the owner of tracts 14, 15, 16, 17, 18, 23, 24, and 25 in Delaware Springs. In addition, Delaware Springs Ranch Investments LLC, has 42 acres in Delaware Springs (part of Tract 1 and Tract 6) under contract. Delaware Springs is located within an area under the purview of the Non-Point Source Pollution Control Ordinance, which limits impervious cover to 15% of the total project area. Tract 24 is being developed into a 52-lot single family development; and Delaware Springs Ranch Investments LLC, has asked the City to dedicate a 21.89-acre impervious cover easement on golf course property to allow impervious cover on Tract 24 to be increased above the NPS requirement.

Information: This resolution approves an agreement authorizing the requested impervious cover easement. In exchange Delaware Springs Ranch Investments LLC., agrees to the following:

- Placing a greenbelt easement on tracts 14, 15, 16, 17, 18, 22, 23, 24, and 25 that will provide a 25-foot-wide vegetative buffer between those tracts and the golf course;
- Placing an aviation easement on tracts 22, 23, 24, and 25 for the benefit of the municipal airport; and

- Dedicating a one-acre lot (flood plain property) in Section 24 to the City.

Fiscal Impact

This resolution does not have a direct financial impact on the city budget. It does have an indirect impact as the greenbelt easement will benefit the golf course and the aviation easement will benefit the airport.

Recommendation:

Approve and adopt Resolution R2021-46 as presented.

RESOLUTION NO. R2021-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING AN AGREEMENT WITH DELAWARE SPRINGS RANCH INVESTMENTS LLC, RELATING TO THE DEVELOPMENT OF LAND WITHIN DELAWARE SPRINGS AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT ON BEHALF OF THE CITY

Whereas, Delaware Springs Ranch Investments LLC, is the owner of tracts 14, 15, 16, 17, 18, 23, 24, and 25 in Delaware Springs; and

Whereas, Delaware Springs Ranch Investments LLC, has 42 acres in Delaware Springs (part of Tract 1 and Tract 6) under contract with City; and

Whereas, Delaware Springs is located within an area under the purview of the Non-Point Source Pollution Control Ordinance which limits impervious cover to 15% of the total project area. Tract 24 is being developed into a 52-lot single family development; and Delaware Springs Ranch Investments LLC, has asked the City to dedicate a codified in Chapter 98, Article VIII of the City's Code of Ordinance 21.89-acre impervious cover easement on golf course property to allow impervious cover on Tract 24 to be increased above the NPS requirement; and

Whereas, in exchange Delaware Springs Ranch Investments LLC., agrees to the following:

- Placing a greenbelt easement on tracts 14, 15, 16, 17, 18, 23, 24 and 25 that will provide a 25-foot wide vegetative buffer between those tracts and the golf course;
- Placing an avigation easement on tracts 24 and 25 for the benefit of the municipal airport; and
- Dedicating a one-acre lot (flood plain property) in Section 24 to the City.

Whereas, City Council has approved a 1.904 impervious cover restriction easement to the benefit of Delaware Springs Subdivision Section 19 Phase 1 (recorded in the Public Records of Burnet County, Texas, as Document No. 201306300) and a 5.87 impervious cover restriction easement to the benefit of Delaware Springs Subdivision Section 19 Phase 2 (recorded in the Public Records of Burnet County, Texas, as Document No. 201709613).

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

Section one. The recitals. The above stated recitals are incorporated herein for all purposes.

Section two. Agreement Approved. The Agreement with Delaware Springs Ranch Investments LLC, relating to the development of land within Delaware Springs and ancillary documents attached hereto are hereby approved.

Section three. Authorization. The mayor is hereby authorized to execute an Agreement with Delaware Springs Ranch Investments LLC, in substantial form as the attachment and to execute such other ancillary documents, and take such other action, as may reasonably be necessary to facilitate the purpose of this Resolution.

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

PASSED AND APPROVED to be effective this the 14th day of September, 2021.

CITY OF BURNET

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

STATE OF TEXAS

COUNTY OF BURNET

§
§
§

KNOW ALL BY THESE PRESENTS

AGREEMENT RELATING TO DELAWARE SPRINGS RANCH
INVESTMENTS, LLC'S DEVELOPMENT OF DELAWARE SPRINGS
SECTION 24

I. Purpose

The purpose of this Agreement ("Agreement") is to provide a memorialization of the terms and conditions under which the City shall provide an Impervious Cover Easement for development of Delaware Springs Subdivision Section 24; and, the Developer shall dedicate Lot 1 of Delaware Springs Section 24 to the City, dedicate a Greenbelt Easement on that part of Developer's Land (herein defined) abutting the Municipal Golf Course, and dedicate an avigation easement on Developer's Land located near the municipal airport.

II. The Parties.

The Parties to this Agreement, and addresses for notice purposes, are as follows:

City of Burnet, a home rule city organized under the Constitution of the State of Texas (sometimes hereafter referred to as "City") with mailing addresses as follows:

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

Delaware Springs Ranch Investments, LLC, a limited liability company formed in the state of Texas, (sometimes hereafter referred to as "Developer") with mailing addresses as follows:

%Jordan Shipley
24 Smith Rd. Ste. 504
Midland, Texas 79705-4475

III. Background.

Delaware Springs is a master planned golf course community located off U.S. Hwy 281 and Oak Vista Drive. Delaware Springs Municipal Golf Course (hereinafter the "Golf Course") is an 18-hole championship golf course located within Delaware Springs and owned and operated by the City. The Burnet Municipal Airport is located immediately to the north of Delaware Springs. Delaware Springs is located within an area under the

purview of the Non-Point Source Pollution Control Ordinance codified in Chapter 98, Article VIII of the City's Code of Ordinance (the "NPS Ordinance").

In 2014, a Boundary Line Agreement was filed in the Public Records of Burnet County as Document No. 201401086. The purpose of the Boundary Line Agreement was to demarcate all boundaries between Delaware Springs and Delaware Springs Municipal Golf Course. A copy of the Boundary Line Agreement Boundary Map is attached hereto as **Exhibit "A."**

Subsequent to the recordation of the Boundary Line Agreement, Developer purchased tracts shown on the Boundary Line Agreement as follows:

- Tracts 14, 15, 16, 17, 18, 24 and 25 for single family development; and
- Tract 23 for commercial development.

(All of the land described in the two bullet points above may hereinafter be referred to as "Developer's Land.")

Additionally, Developer has under contract with the City the purchase of tracts shown on the Boundary Line Agreement as follows:

- undeveloped portions of Tract 1 for single family development; and
- Tract 6 to be developed as a single family lot or lots with minimum lot size of 5-acres.

(All land Developer has under contract with the City is addressed by separate agreement.)

Developer is subdividing Tract 24 as Delaware Springs Section 24, which will consist of 52 lots and a local street (50' ROW) totaling approximately 26.07 acres.

IV. Impervious Cover Restriction Easement

Pursuant to the NPS Ordinance impervious cover allowed within Delaware Springs Section 24 may not exceed 15% of its total area. Developer intends to exceed the allowable maximum impervious cover and has asked City to provide an Impervious Cover Restriction Easement prohibiting impervious cover on 21.89 acres within Tracts 1, 2, 3, 5, 13, 20 and 21 (the "Golf Course Property"). By City's grant of the Impervious Cover Restriction Easement Developer will be able to increase Delaware Springs Section 24 impervious cover, as contemplated in **Exhibit "B,"** (entitled "Impervious Cover Exhibit") and comply with the NPS Ordinance requirements.

In consideration of the public benefits that will be provided by the Greenbelt Easement, Avigation Easement and Dedication of Lot One described below, City hereby agrees to dedicate an "Impervious Cover Restriction Easement," in substantial form as **Exhibit "C."**

V. Greenbelt Easement

The purpose of the Greenbelt Easement is to protect the Golf Course's aesthetics by imposing a twenty-five foot (25') wide greenbelt on all of Developer's Land that abuts the Golf Course Property.

In consideration of the benefit Developer shall receive by the Impervious Cover Restriction Easement Developer agrees to provide a Greenbelt Easement Agreement," in substantial form as **Exhibit "D."**

VI. Avigation Easement

Developer's Land Tracts 23, 24 and 25 are located near the flight path of the Municipal Airport and, as additional consideration of the benefit Developer shall receive by the Impervious Cover Restriction Easement, Developer agrees to impose an Avigation Easement, in substantial form as **Exhibit "E,"** on Tracts 23, 24, and 25.

VI. Dedication of Lot One

Delaware Springs Section 24 Lot 1 is located within the regulatory flood plain and contains no developable land. As additional consideration of the benefit Developer shall receive by the Impervious Cover Restriction Easement Developer agrees to provide to City a "Special Warranty Deed" in substantial form as **Exhibit "F."**

VII. Plat Notes

The Parties agree that prior to submission of a final plat application for the subdivision of Developer's Land to the planning and zoning commission and/or city council, the applicant, in addition to those notes required by statute or ordinance, shall have place on the plat the plat notes as follows:

Greenbelt Easement: By instrument recorded in the Burnet County Public Records, as Instrument No. **INSERT NUMBER**, there is imposed on each lot abutting the golf course a 25-foot wide "Greenbelt Easement." The location of the easement is indicated on this plat. As noted in the easement instrument the purpose of the easement is to provide a greenbelt protecting the aesthetics of the golf course. Owners of said lots must obtain the City of Burnet's approval before making any improvements or land disturbances within the easement area. (This plat note shall be place on plats of any and all Developer's Land and this parenthetical language shall not be part of the note.)

Impervious Cover Restriction Easement: By instrument recorded in the Burnet County Public Records, as Instrument No. **INSERT NUMBER**, there is imposed on Burnet Golf Course property a 21.89-acre Impervious Cover Restriction Easement to the benefit of Lots shown on this plat. (This plat note shall be place on the plat of Delaware Springs Section 24 and this parenthetical language shall not be part of the note.)

Avigation Easement: By instrument recorded in the Burnet County Public Records, as Instrument No. **INSERT NUMBER**, there is imposed on each lot within the subdivision an Avigation Easement. (This plat note shall be place on all plats of tracts 23, 24 [a.k.a. "Delaware Springs Section 24"] and 25 and this parenthetical language shall not be part of the note.)

Lot 1: By instrument recorded in the Burnet County Public Records title and possession of Lot 1, as shown on this plat, is conveyed to the City of Burnet. (This plat note shall be placed on subdivision plat of Delaware Springs Section 24 and this parenthetical language shall not be part of the note.)

VIII. Implementation of Agreed Terms

The execution of the terms and conditions stated in Articles IV, V, VI and VII above shall be accomplished as follows:

- (A) *Delivery of Greenbelt Easement, Avigation Easement and Special Warranty Deed.* Within 10 days of the effective date, but before the final plat application for Section 24 is presented to city council for approval, the Developer shall deliver to City a fully executed Greenbelt Easement, Avigation Easement, and Special Warranty Deed in substantial form as **Exhibits "D," "E," and "F"** respectively, with all exhibits reference therein attached thereto. At deliver the instruments must be suitable for recordation in the Public Records of Burnet County, save and except blank spaces may be left, to be filled before recording by City, in the **Impervious Cover Restriction Easement** as shown on **Exhibit "D"**; and the Special Warranty Deed instrument as shown on **Exhibit "F."** After City's recordation of the Impervious Cover Restriction Easement, City may record the Greenbelt Easement and Avigation Easement, instruments in the Public Records of Burnet County. After the recordation of the Plat of Delaware Springs Section 24, City may record the Special Warranty Deed with the plat recordation language included.
- (B) *Recordation of the Impervious Cover Restriction Easement.* Within three business days after receipt of the aforementioned recordable Greenbelt Easement, Avigation Easement and Special Warranty Deed City shall have the Impervious Cover Restriction Easement recorded in the Public Records of Burnet County.
- (C) *Plat notes.* Developer shall cause the plat notes described in Article VII, above, be placed on subdivision plats before submission of the plats to the planning and zoning commission and/or city council for final approval.

IX. Miscellaneous

- (A) *Additional Instruments and Mutual Assistance.* City and Developer will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

- (B) *Applicable Law.* This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas, and venue shall lie in State courts located in Burnet County, Texas.
- (C) *Consideration.* The Parties acknowledge and agree the mutual covenants and promises contain herein provide legally sufficient consideration to make this Agreement a binding contract.
- (D) *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (E) *Construction.* The Parties acknowledge that the Parties and their counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of the Agreement.
- (F) *Exhibits and Attachments.* All Exhibits and Attachments referenced in this Agreement are attached hereto and incorporated herein for all purposes. Exhibits to this Agreement are as follows:
 - Exhibit "A": Boundary Map.
 - Exhibit "B": Impervious Cover Exhibit.
 - Exhibit "C": Impervious Cover Restriction Easement.
 - Exhibit "D": Greenbelt Easement.
 - Exhibit "E": Avigation Easement.
 - Exhibit "F": Special Warranty Deed.
- (D) *Gender.* The gender of the wording throughout this Agreement shall always be interpreted to mean either sex, and where the context requires, the plural of any word shall include the singular.
- (E) *No Joint Venture.* Nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.
- (F) *Notice.* Any notice given to either Party under the terms of this Agreement shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as stated in Article II; or to such other place as each Party may hereafter designate in writing forwarded in like manner for any other notice.

(G) *Severability.* In the event any provision of this Agreement is illegal, invalid, or unenforceable under the present or future laws, then, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a clause or provision be added to this Agreement which is legal, valid and enforceability and is as similar as possible to the clause or provision found to be illegal, invalid or unenforceable. .

(H) *Sovereign Immunity.* The Parties agree that nothing in this Agreement shall be determined to waive the City's sovereign immunity.

To be effective as of the _____ day of _____, 2021.

City
City of Burnet

By: _____
Crista Goble Bromley, Mayor

Attest:

By: _____
Kelly Dix, City Secretary

Developer
Delaware Springs Ranch Investments, LLC

By: _____
Jordan Shipley, Manager

The remainder of this page intentionally remains blank with Exhibits "A" through "F" to follow.

Exhibit "A": Boundary Map.

IMPERVIOUS COVER RESTRICTION EASEMENT

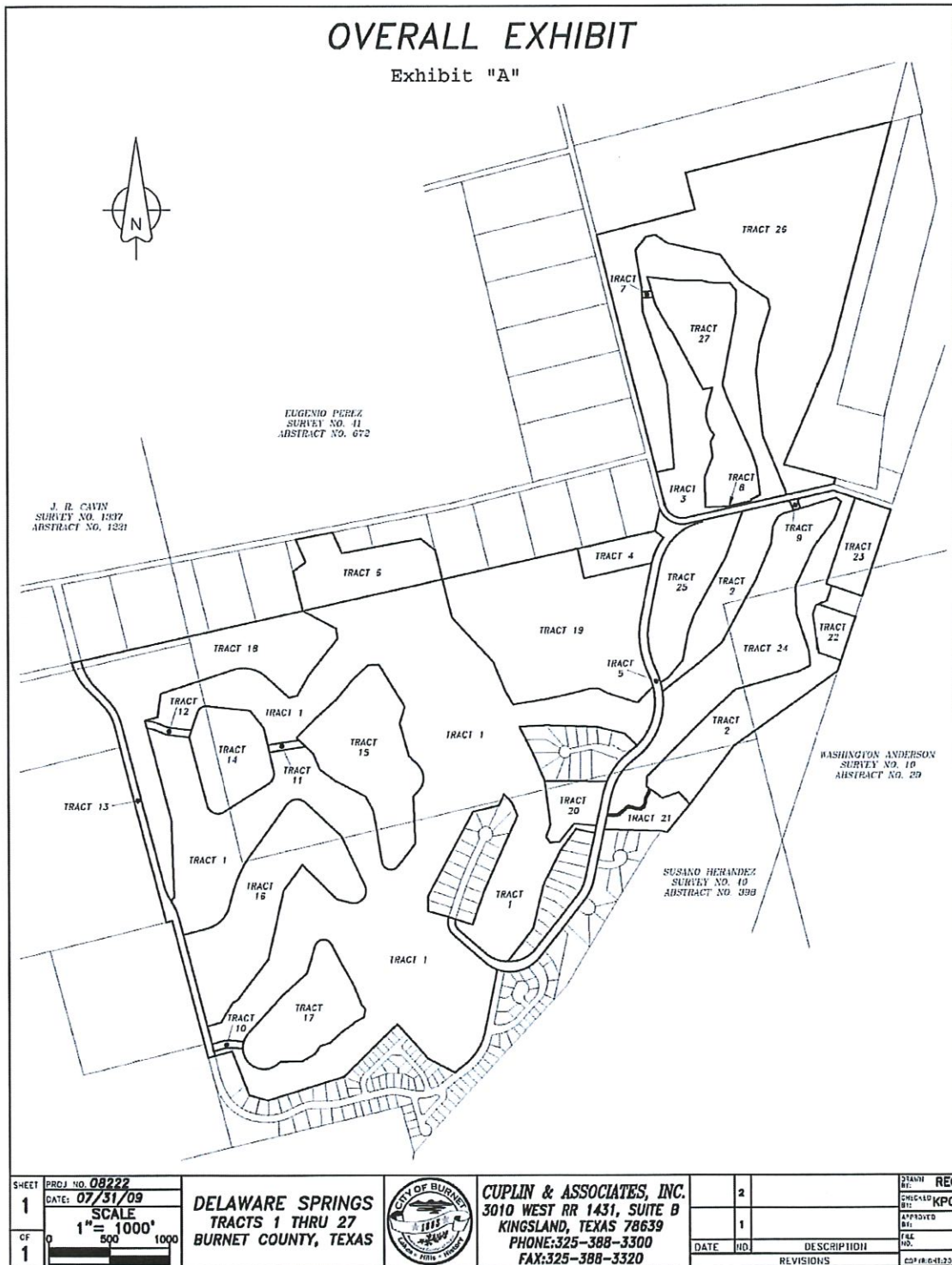
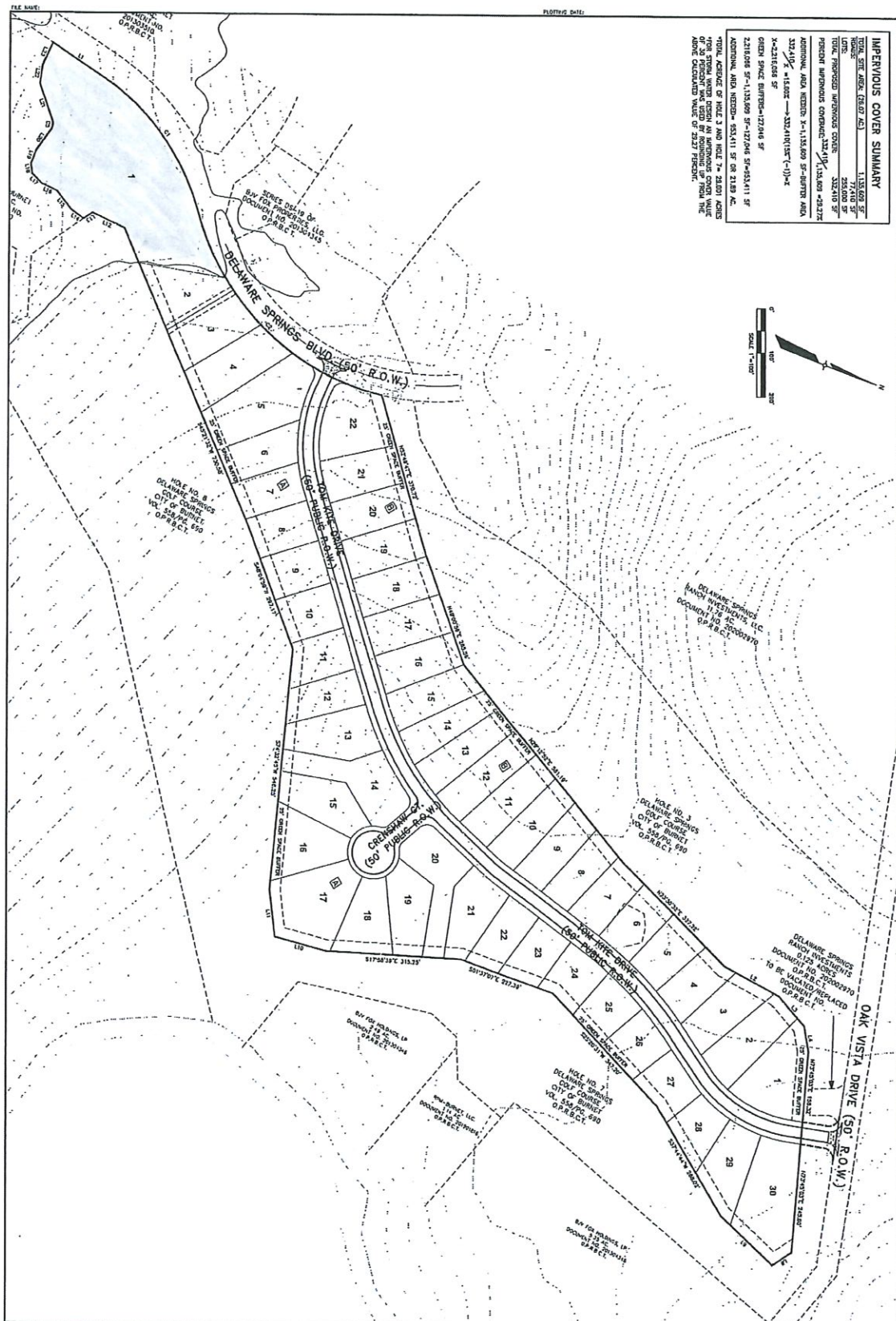


Exhibit "B": Impervious Cover Exhibit.

Exhibit B




SHEET 1 OF 1	PROJECT JORDAN SHIPLEY DULLING RANCH SALES 6606 N. NEW BURNELFS AVE. SAN ANTONIO, TEXAS 78209	IMPERVIOUS COVER EXHIBIT DELAWARE SPRINGS TRACT 24 BURNET, TEXAS 78611 BURNET COUNTY		REVISION DESCRIPTION BY DATE
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Exhibit "C": Impervious Cover Restriction Easement.

IMPERVIOUS COVER RESTRICTION EASEMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

IMPERVIOUS COVER RESTRICTION EASEMENT

THE STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF BURNET

§

§

The City of Burnet, Texas, a home rule municipality incorporated under the laws of the state of Texas ("Grantor") hereby dedicates an "Impervious Cover Restriction Easement" as described in the Attached Exhibit "A" to the public. The purpose of this dedication is to attain performance standards required by the Non-Point Source Pollution Control Ordinance codified in Chapter 98, Article VIII of the City's Code of Ordinance (the "NPS Ordinance") on adjacent land to be developed as Delaware Springs Subdivision, Section 24 (the "the **Dominant Estate Property**") by Delaware Springs Ranch Investments, LLC (the "Grantee"). The Impervious Cover Easement on the Burdened Estate Property is described as follows:

An Impervious Cover Restriction Easement of 21.89 acres shall be reserved within the that part of Tract 1 not described in that certain Release of Easement recorded in the Burnet County Records as Document No. _____, and all of Tracts 2, 3, 5, 13, 20 and 21 as shown in Exhibit "A" attached hereto for all purposes, to which reference is hereby made for a more particular description of said property.

Easement Purpose and Restrictions No impervious cover shall be installed within said acreage of the Burdened Estate Property that would cause the impervious cover within the Dominant Estate Property to exceed (15%) total when combined with the easement area. This easement may, upon mutual agreement of the Grantor and LCRA, its successors or assigns, be modified, amended, supplemented, or vacated if the Grantor, or Grantee, achieves compliance for those portions of the Benefited Estate Property, for which this easement was dedicated, with the NPS Ordinance in another approved manner. The purpose of this this instrument is to place restrictions on the use of the Burdened Estate Property for the benefit of the Dominant Estate Property and gives Grantee no affirmative right to occupy the Burdened Estate Property.

Consideration: The sum of TEN AND NO/100 (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

Reservation from Conveyance: None

Exceptions to Warranty: None

Grant of Easement: Grantor, for the consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells and conveys

IMPERVIOUS COVER RESTRICTION EASEMENT

to Grantee an easement over, on, and across the Easement Property for the Easement Purpose and for the benefit of the Dominant Estate Property, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, except as to the Reservations from Conveyance and Exceptions to Warranty.

IN WITNESS WHEREOF, this instrument, is executed pursuant to the authority granted by City of Burnet, Texas City Council Resolution No. _____ and is effective as of this the ____ day of _____, 2021.

City of Burnet

David Vaughn, City Manager

THE STATE OF TEXAS §

COUNTY OF BURNET §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared David Vaughn known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2021.

Notary Public in and for the State of Texas

Exhibit: Impervious cover restriction easement

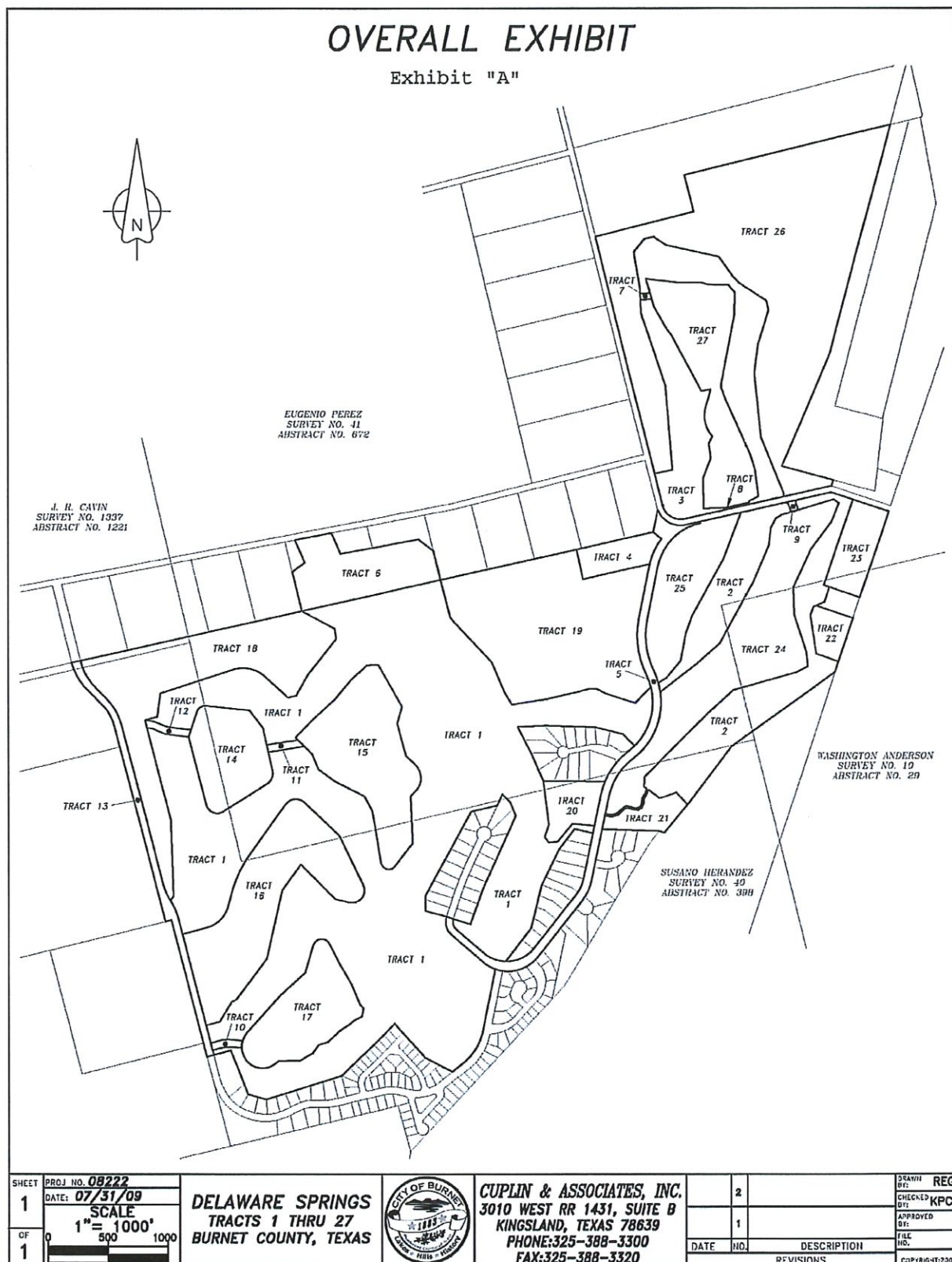


Exhibit "D": Greenbelt Easement.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GREENBELT EASEMENT

STATE OF TEXAS

2

COUNTY OF BURNET

22

KNOW ALL BY THESE PRESENTS

§

Date: _____

Grantors: Delaware Springs Ranch Investments, LLC

Grantor's Mailing Address: 24 Smith Rd. Ste. 504, Midland, Texas 79705-4475

Grantee: City of Burnet

Grantee's Mailing Address: P.O. Box 1369, Burnet, Texas 78611

Easement Property: All that certain lot, tract, piece, or parcel of land, abutting the Burnet Municipal Golf Course and lying and being situated in the County of Burnet, State of Texas, described by hashmarks in the Exhibits attached hereto and made a part hereof for all purposes, to which reference is here made for a more particular description of said property as follows:

Exhibit "A" Tract 14: 25' wide easement;
Exhibit "B" Tract 15: 25' wide easement;
Exhibit "C" Tract 16: 25 wide easement;
Exhibit "D" Tract 17: 25' wide easement;
Exhibit "E" Tract 18: 25' wide easement;
Exhibit "F" Tract 23: 25' wide easement;
Exhibit "G" Tract 24: 25' wide easement; and
Exhibit "H" Tract 25: 25' wide easement.

Easement Purpose: For the establishment, conservation and protection of open space.

Consideration: The sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations the receipt and sufficiency of which are acknowledged by Grantor.

Reservations from Conveyance: None.

Exceptions to Warranty: All matters of record or apparent on the ground.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Transfer of Easement.* The Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are nonexclusive and irrevocable.
2. *Duration of easement.* The duration of the Easement is perpetual, unless and until it is relinquished or abandoned by ordinance by the City of Burnet.
3. *Reservation of Rights.* Grantee's right to use the Easement Property is nonexclusive, and Grantor and Grantor's heirs, successors, and assigns have the right to use all or part of the Easement Property in conjunction with Grantee as long as such use by Grantor and Grantor's heirs, successors, does not interfere with the use of the Easement Property by Grantee for the Easement Purpose, and the Easement Property is kept open and free of obstructions, including but not limited to buildings, fences, structures or other obstructions upon the Easement Property.
4. *Maintenance of Easement Property.* Maintenance of the Easement Property will be at the sole expense of Grantor and Grantor's successors and assigns, except that Grantee has the right to maintain the Easement Property at its sole discretion. Grantee has the right to eliminate any encroachments into the Easement Property.
5. *Use of Easement Property.* The Easement shall be used solely for the Easement Purpose and for the construction of structures and/or facilities necessary for meeting the Lower Colorado River Authority Highland lakes Watershed Ordinance and the City of Burnet storm water detention requirements.
6. *Equitable Rights of Enforcement; Liability.* This Easement may be enforced by the City of Burnet, Texas, by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

7. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
8. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
9. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Burnet County.
10. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
11. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.
12. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.
13. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.
14. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
15. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially

Greenbelt easement

reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

16. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate and constitute a part of the substantive agreement.

Remainder of page intentionally blank and signature page follows.

Greenbelt easement

IN WITNESS WHEREOF, this instrument, is effective as of the date first stated above.

Grantor
Delaware Springs Ranch
Investments, LLC

By: _____
Jordan Shipley, Manager

THE STATE OF TEXAS §

COUNTY OF BURNET §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jordan Shipley known to me to the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2021.

Notary Public in and for the State of Texas

Accepted
City of Burnet

By: _____
Crista Goble Bromley, Mayor

THE STATE OF TEXAS §

COUNTY OF BURNET §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Crista Goble Bromley, known to me to the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2021.

Notary Public in and for the State of Texas

Greenbelt Easement

EXHIBIT A TRACT 14

8/13/21 TRJ

OAK VISTA SUBDIVISION
1/183-G. P.R.B.C.T.

LOT 9

LOT 8

LOT 10

LOT 11

FOR DRIVE
LOT 12A

SUSANO, HERANDEZ
SURVEY NO. 40
ABSTRACT NO. 998

TRACT 18

- 1/2-INCH IRON ROD FOUND
- 1/2-INCH IRON ROD SET WITH "CUPLIN 5938" PROPERTY CAP

EUGENIO PEREZ
SURVEY NO. 41
ABSTRACT NO. 672

TRACT 15

TRACT 11

TRACT 1

317 W 448.86'
BILLY JOE FOX &
LA YONNA FOX
REMAINDER OF
666.23 ACRES (TRACT 1)
798/880 O.P.R.B.C.T.

TRACT 16



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	75.00'	92.85'	87.03'	N56°48'36"E	70°55'57"
C2	100.00'	123.48'	115.78'	S22°35'29"W	70°44'47"
C3	100.00'	151.61'	137.50'	N67°58'24"W	86°51'50"

I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT MINIMUM STANDARDS FOR A BOUNDARY SURVEY AS ESTABLISHED BY THE TEXAS BOARD OF LAND SURVEYING..

TEXAS COORDINATE
SYSTEM
CENTRAL ZONE

Kyle P. Cuplin DATED 8/19/09
KYLE P. CUPLIN, R.P.L.S. '5938

SHEET	PROJ. NO. 08222		CUPPLIN & ASSOCIATES, INC. 3010 WEST RR 1431, SUITE B KINGSLAND, TEXAS 78639 PHONE: 325-388-3300 FAX: 325-388-3320	<table><tr><td>2</td><td rowspan="2">DATE</td><td rowspan="2">HCY</td><td rowspan="2">DESCRIPTION</td><td rowspan="2">REVISIONS</td></tr><tr><td>1</td></tr></table>	2	DATE	HCY	DESCRIPTION	REVISIONS	1	SEARCH REG
2	DATE				HCY					DESCRIPTION	REVISIONS
1											
3	DATE: 07/31/09 SCALE 1" = 300' 	BOUNDARY SURVEY TRACT NO. 14 10.312 ACRES	BILLY JOE FOX	CHECKED KFC APPROVED BY TAC NO.							
OF	3				COPYRIGHT © 2009						

Greenbelt Easement

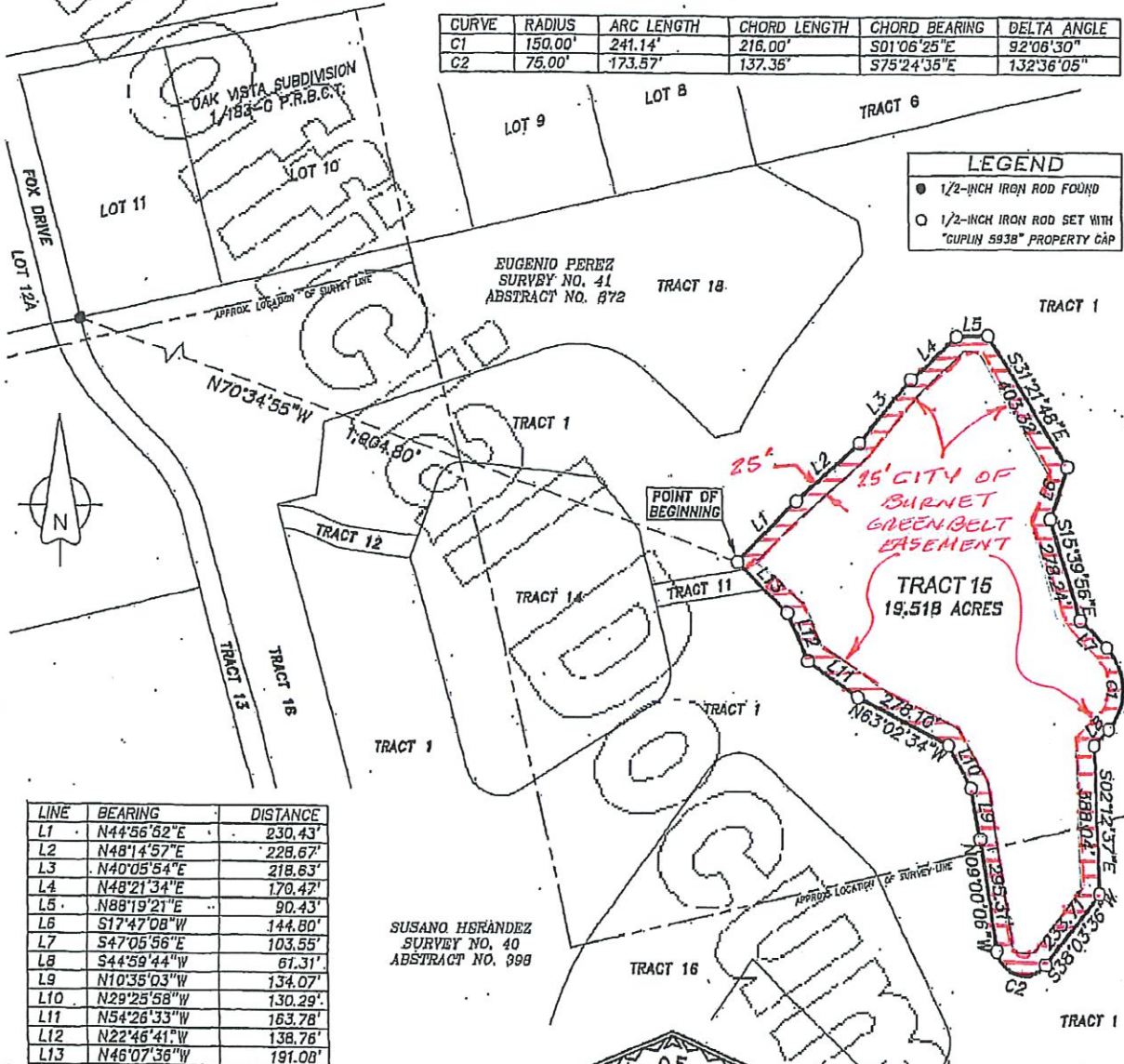
EXHIBIT B
TRACT 15

BOUNDARY SURVEY

8/13/21

LEGAL DESCRIPTION: BEING A 19.518 ACRE TRACT OF LAND (TRACT NO. 15), OUT OF THE EUGENIO PEREZ SURVEY NO. 41, ABSTRACT NO. 872 AND SUSANO HERANDEZ SURVEY NO. 40, ABSTRACT NO. 398, BOTH OF WHICH ARE SITUATED IN BURNET COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINING PORTION OF A CALLED 666.23 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO BILLY JOE FOX & LA VONNA FOX, AS RECORDED IN VOLUME 798, PAGE 880 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAID 19.518 ACRES (TRACT NO. 15) BEING MORE PARTICULARLY DESCRIBED BY SEPARATE METES AND BOUNDS DESCRIPTION OF EVEN DATE ATTACHED HERETO AND MADE A PART OF THIS SURVEY.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	150.00'	241.14'	216.00'	S01°06'25"E	92°06'30"
C2	75.00'	173.57'	137.35'	S75°24'35"E	132°36'05"



I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT MINIMUM STANDARDS FOR A BOUNDARY SURVEY AS ESTABLISHED BY THE TEXAS BOARD OF LAND SURVEYING.

Kyle P. Cuplin DATED 8/19/09
KYLE P. CUPLIN, R.P.L.S. 5938



BILLY JOE FOX &
LA VONNA FOX
REMAINDER OF
666.23 ACRES (TRACT 1)
798/880 O.P.R.B.C.T.

Exhibit "A" TEXAS COORDINATE SYSTEM CENTRAL ZONE

SHEET	PROJ. NO. 08222	BOUNDARY SURVEY TRACT NO. 15 19.518 ACRES	BILLY JOE FOX	CUPLIN & ASSOCIATES, INC. 3010 WEST RR 1431, SUITE B KINGSLAND, TEXAS 78639 PHONE: 325-388-3300 FAX: 325-388-3320	2	1	DATE	NO.	DESCRIPTION	REVISIONS	COPIES
3	DATE: 07/31/09										
OF 3	SCALE 1" = 400'										

Greenbelt Easement

EXHIBIT C
TRACT 16

BOUNDARY SURVEY

LEGAL DESCRIPTION: BEING A 23.196 ACRE TRACT OF LAND (TRACT NO. 16), OUT OF THE EUGENIO PEREZ SURVEY NO. 41, ABSTRACT NO. 672 AND SUSANO HERANDEZ SURVEY NO. 40, ABSTRACT NO. 398, BOTH OF WHICH ARE SITUATED IN BURNET COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINING PORTION OF A CALLED 666.23 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO BILLY JOE FOX & LA VONNA FOX, AS RECORDED IN VOLUME 798, PAGE 880 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAID 23.196 ACRES (TRACT NO. 16) BEING MORE PARTICULARLY DESCRIBED BY SEPARATE METES AND BOUNDS DESCRIPTION OF EVEN DATE ATTACHED HERETO AND MADE A PART OF THIS SURVEY.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	280.00'	283.72'	268.73'	N43°34'10"E	65°01'23"
C2	990.00'	378.94'	376.63'	N23°32'14"E	21°55'51"
C3	108.87'	191.92'	167.15'	S87°26'03"W	102°53'27"
C4	100.00'	225.18'	180.53'	S38°45'38"W	129°01'02"

LINE	BEARING	DISTANCE
L1	N75°12'19"E	212.27'
L2	N16°13'25"E	48.55'
L3	N76°43'41"W	123.69'
L4	S36°53'19"W	260.01'
L5	S63°26'41"W	40.86'
L6	S31°42'00"W	191.63'
L7	S74°53'42"W	118.34'
L8	S14°50'54"E	260.73'

LEGEND	
●	1/2-INCH IRON ROD FOUND
○	1/2-INCH IRON ROD SET WITH "CUPLIN 5938" PROPERTY CAP



I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT MINIMUM STANDARDS FOR A BOUNDARY SURVEY AS ESTABLISHED BY THE TEXAS BOARD OF LAND SURVEYING.

Kyle P. Cuplin DATED 8/19/09
KYLE P. CUPLIN, R.P.L.S. 5938

Exhibit *E*

TEXAS COORDINATE SYSTEM
CENTRAL ZONE

SHEET 3 OF 3	PROJ. NO. 08222	BOUNDARY SURVEY TRACT NO. 16 23.196 ACRES	BILLY JOE FOX	CUPLIN & ASSOCIATES, INC. 3010 WEST RR 1431, SUITE B KINGSLAND, TEXAS 78639 PHONE: 325-388-3300 FAX: 325-388-3320	2 1	DATE NO. DESCRIPTION REVISIONS	DRAWN BY KPC CHECKED BY KPC APPROVED BY KPC FILE NO. COPYRIGHT 2004
	DATE 07/31/09						

Greenbelt Easement

EXHIBIT D
TRACT 17

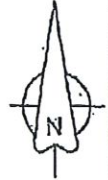
BOUNDARY SURVEY

8/13/21 JFC

LEGAL DESCRIPTION: BEING A 12.524 ACRE TRACT OF LAND (TRACT NO. 17), OUT OF THE EUGENIO PEREZ SURVEY NO. 41, ABSTRACT NO. 672 AND SUSANO HERANDEZ SURVEY NO. 40, ABSTRACT NO. 398, BOTH OF WHICH ARE SITUATED IN BURNET COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINING PORTION OF A CALLED 666.23 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO BILLY JOE FOX & LA VONNA FOX, AS RECORDED IN VOLUME 798, PAGE 880 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAID 12.524 ACRES (TRACT NO. 17) BEING MORE PARTICULARLY DESCRIBED BY SEPARATE METES AND BOUNDS DESCRIPTION OF EVEN DATE ATTACHED HERETO AND MADE A PART OF THIS SURVEY.

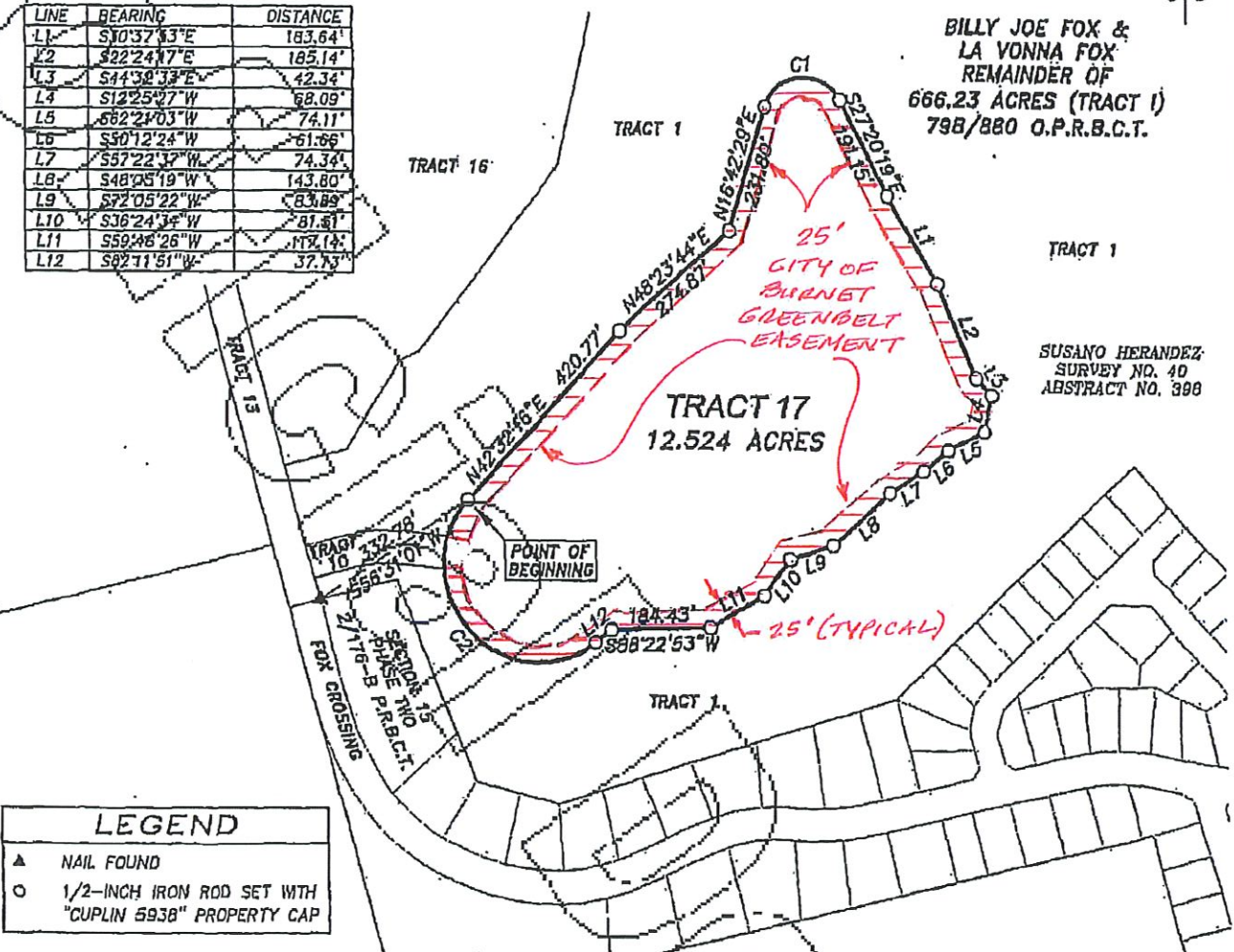
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	75.00'	178.16'	139.13'	S84°40'15"W	136°06'26"
C2	175.00'	520.31'	348.76'	N42°33'58"W	170°21'12"

LINE	BEARING	DISTANCE
L1	S10°37'33"E	183.64'
L2	S22°24'17"E	185.14'
L3	S44°38'33"E	42.34'
L4	S12°25'27"W	58.09'
L5	S62°21'03"W	74.11'
L6	S50°12'24"W	61.66'
L7	S57°22'37"W	74.34'
L8	S48°05'19"W	143.80'
L9	S72°05'22"W	83.89'
L10	S36°24'34"W	81.81'
L11	S59°46'26"W	174.14'
L12	S82°11'51"W	37.73'



BILLY JOE FOX &
LA VONNA FOX
REMAINDER OF
666.23 ACRES (TRACT 1)
798/880 O.P.R.B.C.T.

SUSANO HERANDEZ
SURVEY NO. 40
ABSTRACT NO. 398

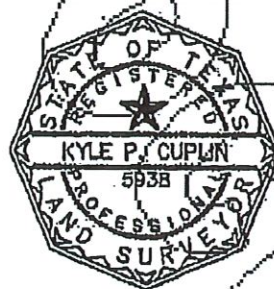


LEGEND

- ▲ NAIL FOUND
- 1/2-INCH IRON ROD SET WITH "CUPLIN 5938" PROPERTY CAP

I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT MINIMUM STANDARDS FOR A BOUNDARY SURVEY AS ESTABLISHED BY THE TEXAS BOARD OF LAND SURVEYING.

Kyle P. Cuplin DATED 8/19/21
KYLE P. CUPLIN, R.P.L.S. 5938



TEXAS COORDINATE
SYSTEM
CENTRAL ZONE

SHEET 3	PROJ. NO. 08222	BOUNDARY SURVEY TRACT NO. 17 12.524 ACRES	BILLY JOE FOX	CUPLIN & ASSOCIATES, INC. 3010 WEST RR 1431, SUITE-B KINGSLAND, TEXAS 78639 PHONE: 325-388-3300 FAX: 325-388-3320	DATE NO. DESCRIPTION REVISIONS	DRAWN BY CHKD BY KPC APPROVED BY FILE NO. CERT. NO. 2008
	DATE: 07/31/09 SCALE: 1" = 300' 0 150 300					

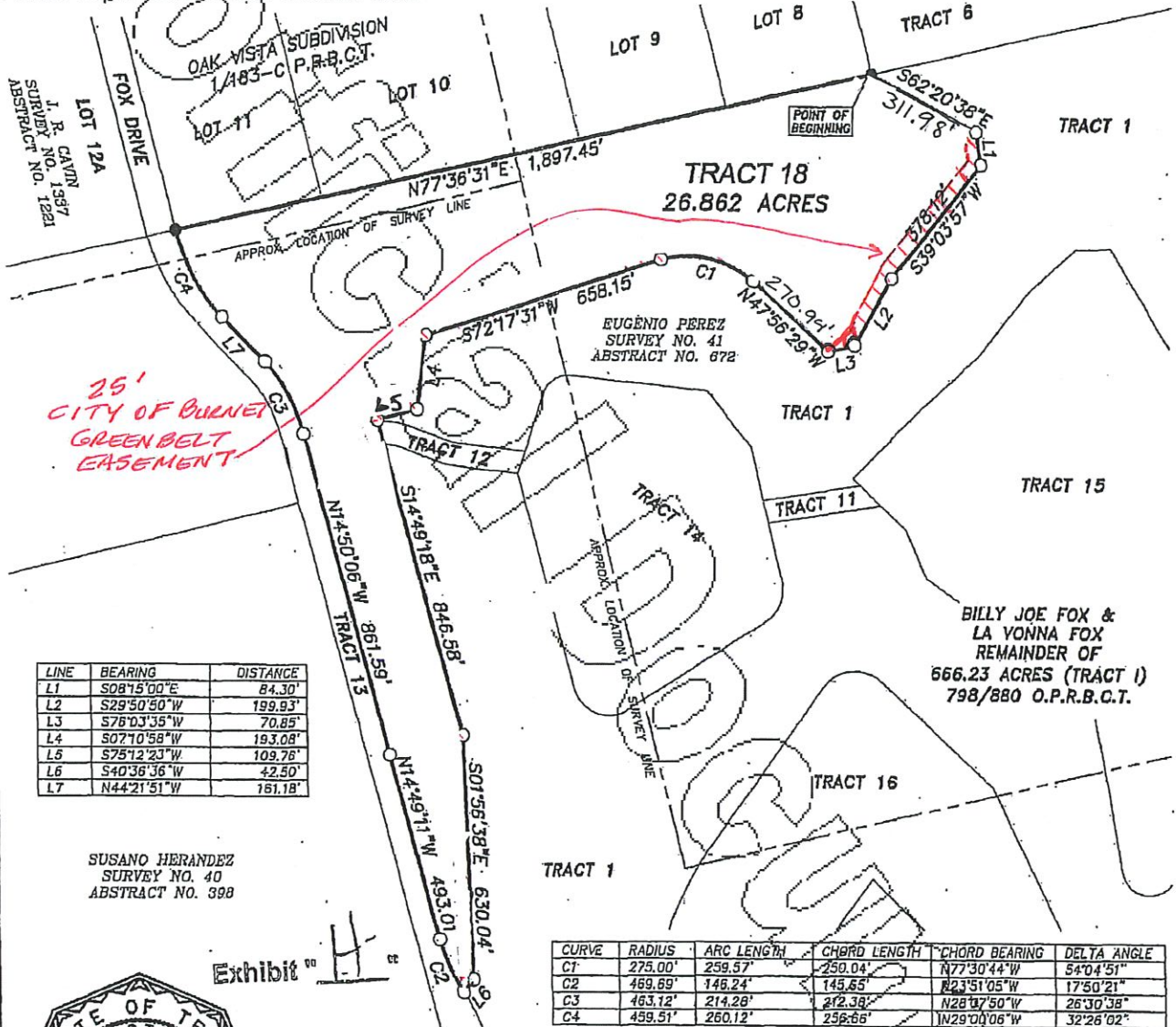
Greenbelt Easement

EXHIBIT E TRACT 18

8/13/21 \overline{X}_E

LEGAL DESCRIPTION: BEING A 26.862 ACRE TRACT OF LAND (TRACT 18), OUT OF THE EUGENIO PEREZ SURVEY NO. 41, ABSTRACT NO. 872, THE SUSANO HERANDEZ SURVEY NO. 40, ABSTRACT NO. 398 AND THE J. R. CAVIN SURVEY NO. 1337, ABSTRACT NO. 1221, ALL OF WHICH ARE SITUATED IN BURNET COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINING PORTION OF A CALLED 666.23 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO BILLY JOE FOX & LA VONNA FOX, AS RECORDED IN VOLUME 798, PAGE 880 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAID 26.862 ACRES. (TRACT 18) BEING MORE PARTICULARLY DESCRIBED BY SEPARATE METES AND BOUNDS DESCRIPTION OF EVEN DATE ATTACHED HERETO AND MADE A PART OF THIS SURVEY.

TEXAS COORDINATE SYSTEM CENTRAL ZONE



LINE	BEARING	DISTANCE
L1	S08°15'00"E	84.30
L2	S29°50'50"W	199.93
L3	S76°03'35"W	70.85
L4	S07°10'58"W	193.08
L5	S75°12'23"W	109.76
L6	S40°36'36"W	42.50
L7	N44°21'51"W	181.18

SUSANO HERANDEZ
SURVEY NO. 40
ABSTRACT NO. 398



Exhibit " 1 "

I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT MINIMUM STANDARDS FOR A BOUNDARY SURVEY AS ESTABLISHED BY THE TEXAS BOARD OF LAND SURVEYING.

Kyle P. Cuplin
KYLE P. CUPLIN, R.P.L.S. 5938

DATED 8/19/09

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	275.00'	259.57'	250.04'	N77°30'44"W	54°04'51"
C2	469.69'	146.24'	145.65'	S23°15'05"W	17°50'21"
C3	463.12'	214.28'	212.36'	N28°17'50"W	26°26'38"
C4	458.51'	260.12'	252.66'	W29°00'06"W	32°30'02"

LEGEND

- 1/2-INCH IRON ROD FOUND
○ 1/2-INCH IRON ROD SET WITH
"CUPLIN 5938" PROPERTY CAP

SHEET 3	PROJ NO. 08222	BOUNDARY SURVEY TRACT 18 26.862 ACRES	PREPARED FOR: BILLY JOE FOX	CUPLIN & ASSOCIATES, INC. 3010 WEST RR 1431, SUITE B KINGSLAND, TEXAS 78639 PHONE: 325-388-3300 FAX: 325-388-3320		DRAWN BY REG
	DATE: 07/31/09 SCALE 1" = 400' 					CHECKED BY APC
OF 3					1 2	APPROVED BY
					DATE NO. DESCRIPTION REVISIONS	FILE NO.

Greenbelt Easement

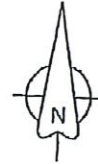
EXHIBIT F TRACT 23

BOUNDARY SURVEY

8/16/21
FE

LEGAL DESCRIPTION: BEING A 5.348 ACRE TRACT OF LAND (TRACT 23), OUT OF THE EUGENIO PEREZ SURVEY NO. 41, ABSTRACT NO. 672 AND THE WASHINGTON ANDERSON SURVEY NO. 10, ABSTRACT NO. 29, BOTH OF WHICH ARE SITUATED IN BURNET COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINING PORTION OF A CALLED 666.23 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO BILLY JOE FOX & LA VONNA FOX, AS RECORDED IN VOLUME 798, PAGE 880 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAID 5.348 ACRES (TRACT 23) BEING MORE PARTICULARLY DESCRIBED BY SEPARATE METES AND BOUNDS DESCRIPTION OF EVEN DATE ATTACHED HERETO AND MADE A PART OF THIS SURVEY.

TEXAS COORDINATE SYSTEM CENTRAL ZONE



EUGENIO PEREZ
SURVEY NO. 41
ABSTRACT NO. 672

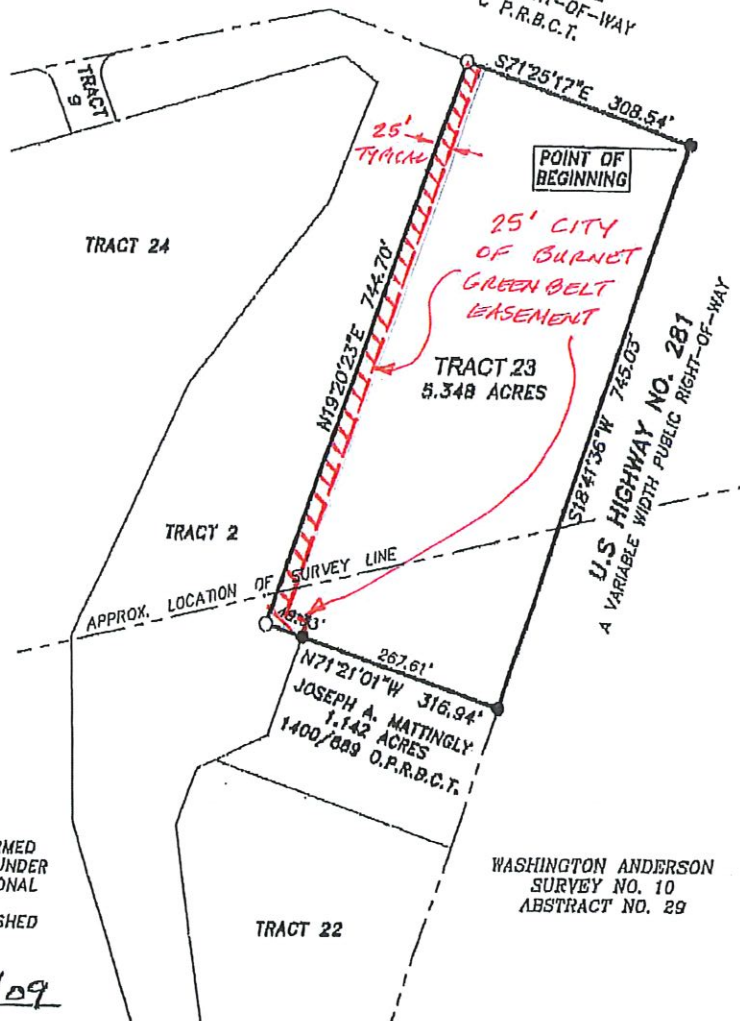
OAK VISTA DRIVE
50 FT. PUBLIC RIGHT-OF-WAY
1/183-C P.R.B.C.T.

LEGEND	
●	1/2-INCH IRON ROD FOUND
○	1/2-INCH IRON ROD SET WITH "CUPLIN 5938" PROPERTY CAP



I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT MINIMUM STANDARDS FOR A BOUNDARY SURVEY AS ESTABLISHED BY THE TEXAS BOARD OF LAND SURVEYING.

K.P. Cuplin DATED 8/19/09
KYLE P. CUPLIN, R.P.L.S. 5938

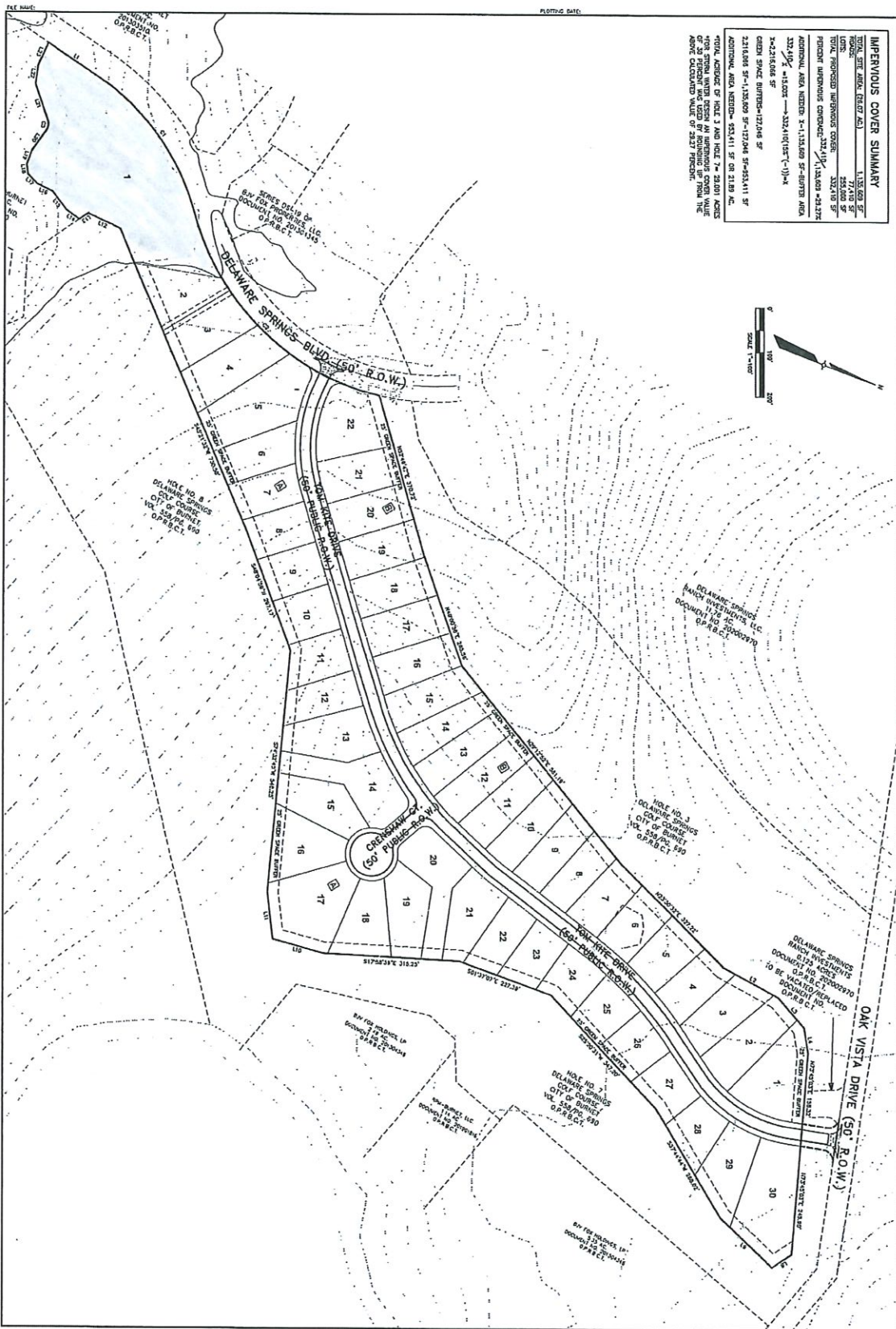


SHEET	PROJ. NO. 08222	PREPARED FOR:	CUPLIN & ASSOCIATES, INC.	DATE	NO.	DESCRIPTION	REVISIONS
2	DATE: 07/31/09	BILLY JOE FOX	3010 WEST RR 1431, SUITE B KINGSLAND, TEXAS 78639 PHONE: 325-388-3300 FAX: 325-388-3320	2			
OF 2	SCALE 1" = 200'			1			
	100 200						

Greenbelt Easement

EXHIBIT G
TRACT 24

Exhibit B



DATE Mar 21, 2021	CLIENT: JORDAN SHIPLEY DULLING RANCH SALES 6666 N. NEW BRAUNFELS AVE. SAN ANTONIO, TEXAS 78209	PROJECT: IMPERVIOUS COVER EXHIBIT	PROPERTY: DELAWARE SPRINGS TRACT 24 BURNET, TEXAS 76011 BURNET COUNTY		REVISION	DESCRIPTION	BY	DATE

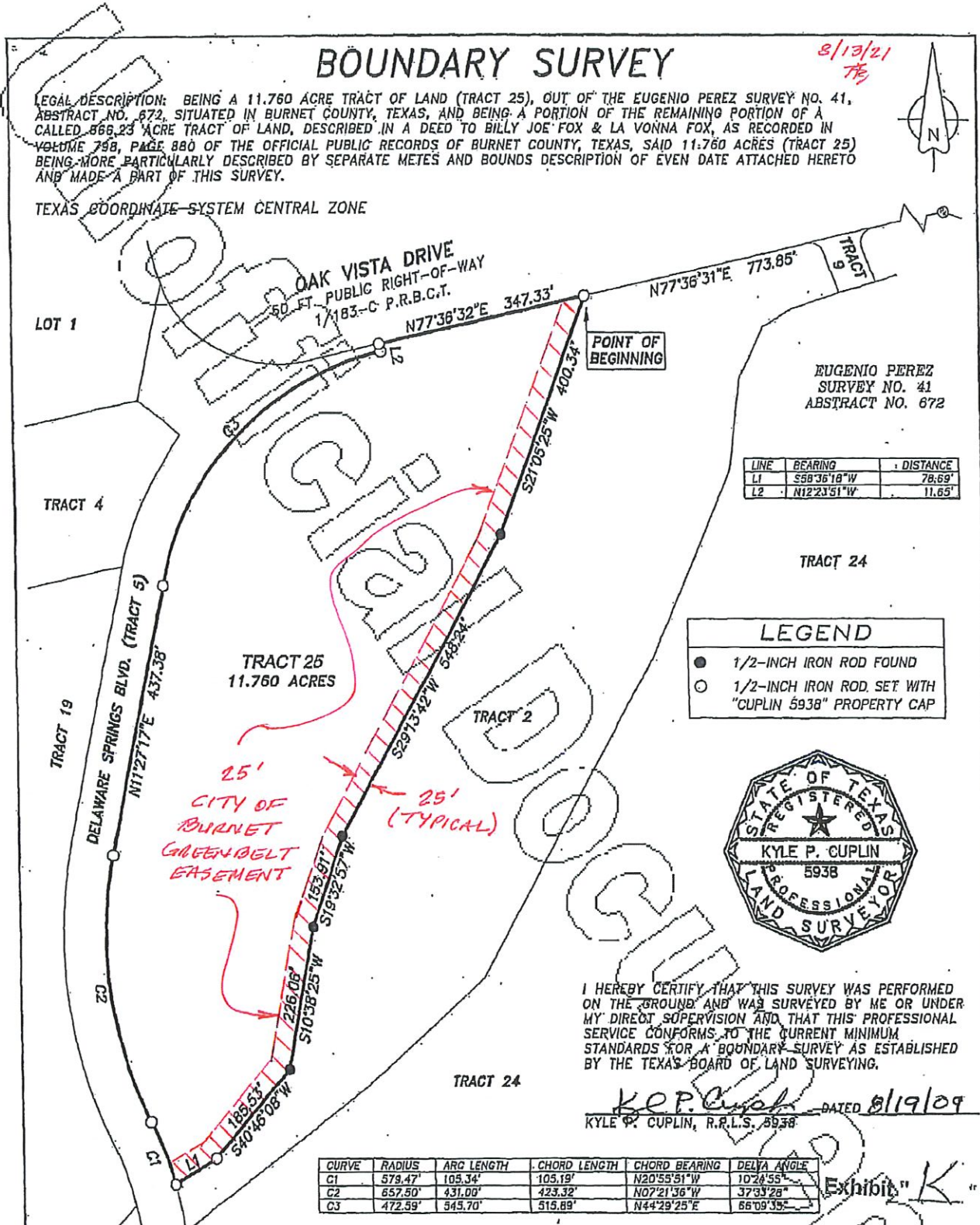
Greenbelt Easement

EXHIBIT H
TRACT 25

BOUNDARY SURVEY

LEGAL DESCRIPTION: BEING A 11.760 ACRE TRACT OF LAND (TRACT 25), OUT OF THE EUGENIO PEREZ SURVEY NO. 41, ABSTRACT NO. 672, SITUATED IN BURNET COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINING PORTION OF A CALLED 866.23 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO BILLY JOE FOX & LA VONNA FOX, AS RECORDED IN VOLUME 798, PAGE 880 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAID 11.760 ACRES (TRACT 25) BEING MORE PARTICULARLY DESCRIBED BY SEPARATE METES AND BOUNDS DESCRIPTION OF EVEN DATE ATTACHED HERETO AND MADE A PART OF THIS SURVEY.

TEXAS COORDINATE SYSTEM CENTRAL ZONE



SHEET 3
DATE: 07/31/09
SCALE 1" = 200'
OF 3

BOUNDARY SURVEY
TRACT 25
11.760 ACRES

PREPARED FOR:
BILLY
JOE
FOX.

CUPLIN & ASSOCIATES, INC.
3010 WEST RR 1431, SUITE B
KINGSLAND, TEXAS 78639
PHONE: 325-388-3300
FAX: 325-388-3320

DATE	NO.	DESCRIPTION	REVISIONS
	2		
	1		

DRAWN BY: REG
CHECKED BY: KPC
APPROVED BY:
FILE NO.:
COPYRIGHT: 2004

Exhibit "E": Avigation Easement.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AVIGATION EASEMENT

THE STATE OF TEXAS §
§ KNOW ALL PEOPLE BY THESE PRESENTS
COUNTY OF BURNET §

WHEREAS, Delaware Springs Ranch Investments, LLC, a Texas limited liability company whether one or more, are the legal owners in fee of property described in that certain Boundary Agreement recorded in the Public Records of Burnet County, Texas, as Document Number 201401086 and being more particularly described as follows:

Approximately **5.348 acres** being described in the aforementioned Boundary Agreement as **Tract 23** and more specifically described in the metes and bounds attached hereto as **Exhibit A** and the survey attached hereto as **Exhibit B**; and

Approximately **25.954 acres** being described in the aforementioned Boundary Agreement as **Tract 24** and more specifically described in the metes and bounds attached hereto as **Exhibit C** and the survey attached hereto as **Exhibit D**; and

Approximately **11.760 acres** being described in the aforementioned Boundary Agreement as **Tract 25** and more specifically described in the metes and bounds attached hereto as **Exhibit E** and the survey attached hereto as **Exhibit F**.

NOW THEREFORE, in consideration of the total sum of ten dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the Grantors, for themselves, their heirs, administrators, executors, successors and assigns, do hereby grant, bargain, sell and convey unto the **City of Burnet, Texas**, hereinafter referred to as Grantee, its successors and assigns, for the use and benefit of the public, as easement and right of way, appurtenant to the **Burnet Municipal Airport** (a.k.a. Kate Craddock Field), hereinafter referred to as Airport, for the unobstructed use and passage of all types of aircraft whether now in existence or hereafter manufactured and developed, to include, but not be limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all types of aircraft or vehicles now in existence or hereafter developed, regardless of existing of future noise levels, for the purpose of transporting persons or property through the air by whomsoever owned or operated, in and through the air space above Grantors property.

Said easement shall be appurtenant to and for the benefit of the Airport, including any additions thereto wherever located, hereafter made by Grantee or its successors and

assigns, guests, and invites, including any and all persons, firms or corporations operating aircraft to or from the Airport.

Said easement and burden, together with all things which may be alleged to be incident to or resulting from the use and enjoyment of said easement, including, but not limited to, the right to cause in all air space above or in the vicinity of the surface of Grantors property such noise, vibrations, flume, deposits or dust or other particulate matter; fuel particles (which are incidental to the normal operation of said aircraft), fear interference with sleep and communication, and any and all other effects that may be alleged to be incident to or caused by the operation of aircraft over or in the vicinity of Grantors property or in landing at or taking off from, or operating at or in said Airport; and Grantors do hereby fully waive remise and release any right or cause of action which they may now have or which they may have in the future against Grantee, its successor and assigns, due to such noise vibrations, fumes, dust, fuel particles and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating at or on said Airport.

The easement and right of way hereby granted includes the continuing right of Grantee to prevent the erection or growth upon Grantors property of any buildings structure, tree or other object extending into the air space above thirty feet (30'); and to remove from said air space, or at the sole option of Grantee, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree or other objects now upon, or which in the future may be upon Grantors property, together with the right of ingress and egress over Grantors remaining property for the above purpose.

TO HAVE AND TO HOLD said easement and right of way, and all rights appertaining thereto unto Grantee, its successors and assigns, until said Airport shall be abandoned and shall cease to be used for the consideration herein above set forth, the Grantors for themselves, their heirs, administrators, executors, successors and assigns, do hereby agree that for and during the life of said easement and right of way, Grantors will not hereafter erect, permit the erection or growth of; or permit or suffer to remain upon Grantors property any building, structure, tree or other object extending into the aforesaid prohibited air space, and that they shall not hereafter use or permit or suffer the use of Grantors property in such a manner as to create electrical interference with radio communications between any installation upon said Airport and aircraft, or as to make it difficult for flyers to distinguish between airport lights and others, or to permit any use of the Grantors land that causes a discharge of fumes, dust or smoke so as to impair visibility in the vicinity of the Airport or as otherwise to endanger the landing, taking off or maneuvering of aircraft. Grantors further waive all damages and claims for damages caused or alleged to be caused by or incidental to such activities and public purposes.

Signature page to follow.

Avigation Easement

IN WITNESS WHEREOF Grantors have set their hands and seals this _____
day of _____, 2021

GRANTOR:

Delaware Springs Ranch Investments, LLC
A limited liability company formed under the
laws of the state of Texas.

By: _____
Jordan Shipley, Manager

THE STATE OF TEXAS §
 §
COUNTY OF BURNET §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Jordan Shipley, of Delaware Springs Ranch Investments, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 2021.

Seal

Notary Public Signature

Grantee's acceptance signature page to follow.

GRANTEE:

AGREED AND ACCEPTED:
CITY OF BURNET, TEXAS,
a Texas home-rule municipality

By: _____
Crista Goble Bromley, Mayor

THE STATE OF TEXAS §
 §
COUNTY OF BURNET §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Crista Goble Bromley, mayor of the City of Burnet, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 2021.

Seal

Notary Public Signature

Avigation easement

Exhibit A

Metes and bounds (Approximately **5.348 acres** being described in the Boundary Agreement as **Tract 23**)

CUPLIN & ASSOCIATES, Inc.

land surveyors & planners

**METES AND BOUNDS DESCRIPTION OF
TRACT 23 (5.348 ACRES)**

FIELD NOTES TO DESCRIBE A 5.348 ACRE TRACT OF LAND (TRACT 23), OUT OF THE EUGENIO PEREZ SURVEY NO. 41, ABSTRACT NO. 672 AND THE WASHINGTON ANDERSON SURVEY NO. 10, ABSTRACT NO. 29, BOTH OF WHICH ARE SITUATED IN BURNET COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINING PORTION OF A CALLED 666.23 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO BILLY JOE FOX & LA VONNA FOX, AS RECORDED IN VOLUME 798, PAGE 880 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS (O.P.R.B.C.T.), SAID 5.348 ACRES (TRACT 23) BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found, along the west right-of-way line of US Highway No. 281, a variable width public right-of-way, for the southeast corner of Oak Vista Drive, a 50 ft. public right-of-way, according to the plat recorded in Cabinet 1, Slide 183-C of the Plat Records of Burnet County, Texas (P.R.B.C.T.), the northeast corner of said 666.23 acres and the northeast corner hereof;

THENCE South 18°41'36" West, along the west right-of-way line of said US Highway No. 281 and an easterly line of said 666.23 acres, a distance of 745.03 feet, to a 1/2-inch iron rod found, for the northeast corner of a called 1.142 acre tract of land, described in a deed to Joseph A. Mattingly, as recorded in Volume 1400, Page 889 O.P.R.B.C.T. and the southeast corner hereof;

THENCE North 71°21'01" West, over and across said 666.23 acres, along a northerly line of said 1.142 acres, passing at a distance of 267.61 feet, a 1/2-inch iron rod found, for the northwest corner of said 1.142 acres and an easterly corner of Tract 2, and continuing along said Tract 2, for a total distance of 316.94 feet, to a 1/2-inch iron rod set with "CUPLIN 5938" property cap, for the southwest corner hereof;

THENCE North 19°20'23" East, over and across said 666.23 acres, along said Tract 2, a distance of 744.70 feet, to a 1/2-inch iron rod set with "CUPLIN 5938" property cap, along a southerly line of said Oak Vista Drive and a northerly line of said 666.23 acres, for the northwest corner hereof;

THENCE South 71°25'17" East, along a southerly line of said Oak Vista Drive and a northerly line of said 666.23 acres, a distance of 308.54 feet, to the **POINT OF BEGINNING**, containing 5.348 acres, more or less.

That I, Kyle P. Cuplin, a Registered Professional Land Surveyor, do hereby certify that the above description and accompanying plat is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision, with all bearings being referenced to Texas Coordinate System, Central Zone.

Kyle P. Cuplin 8/19/09
Registered Professional Land Surveyor No. 5938
Proj. No. 08222



Avigation easement

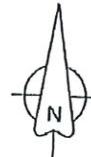
Exhibit B

Survey (Approximately **5.348 acres** being described in the Boundary Agreement as **Tract 23**)

BOUNDARY SURVEY

LEGAL DESCRIPTION: BEING A 5.348 ACRE TRACT OF LAND (TRACT 23), OUT OF THE EUGENIO PEREZ SURVEY NO. 41, ABSTRACT NO. 672 AND THE WASHINGTON ANDERSON SURVEY NO. 10, ABSTRACT NO. 29, BOTH OF WHICH ARE SITUATED IN BURNET COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINING PORTION OF A CALLED 666.23 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO BILLY JOE FOX & LA VONNA FOX, AS RECORDED IN VOLUME 798, PAGE 880 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAID 5.348 ACRES (TRACT 23) BEING MORE PARTICULARLY DESCRIBED BY SEPARATE METES AND BOUNDS DESCRIPTION OF EVEN DATE ATTACHED HERETO AND MADE A PART OF THIS SURVEY.

TEXAS COORDINATE SYSTEM CENTRAL ZONE



EUGENIO PEREZ
SURVEY NO. 41
ABSTRACT NO. 672

OAK VISTA DRIVE
50 FT. PUBLIC RIGHT-OF-WAY
1/183-C P.R.B.C.T.

LEGEND

- 1/2-INCH IRON ROD FOUND
○ 1/2-INCH IRON ROD SET WITH
"CUPLIN 5938" PROPERTY CAP



I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT MINIMUM STANDARDS FOR A BOUNDARY SURVEY AS ESTABLISHED BY THE TEXAS BOARD OF LAND SURVEYING.

KLP Cup DATED 8/19/09
KYLE P. CUPLIN, R.P.L.S. 5938

TRACT 24

TRACT 23
5.348 ACRES

U.S. HIGHWAY NO. 281
A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY

TRACT 22

WASHINGTON ANDERSON
SURVEY NO. 10
ABSTRACT NO. 29

N71°21'01"W 316.94
JOSEPH A. MATTINGLY
1.142 ACRES
1400/889 O.P.R.B.C.T.

SHEET 2	PROJ. NO. 08222	BOUNDARY SURVEY TRACT 23 5.348 ACRES	PREPARED FOR: BILLY JOE FOX	CUPLIN & ASSOCIATES, INC. 3010 WEST RR 1431, SUITE B KINGSLAND, TEXAS 78639 PHONE: 325-388-3300 FAX: 325-388-3320	3	1	DATE	NO.	DESCRIPTION	GRAPH BY	REG.
	DATE: 07/31/09						SCALE 1" = 200'	FILE NO.	CHECKED BY: KPC	APPROVED BY:	COPYRIGHT 2009
OF 2											
REVISIONS											

Avigation easement

Exhibit C

Metes and bounds (Approximately **25.954 acres** being described in the Boundary Agreement as **Tract 24**)

**METES AND BOUNDS DESCRIPTION OF
TRACT 24 (25.954 ACRES)**

FIELD NOTES TO DESCRIBE A 25.954 ACRE TRACT OF LAND (TRACT 24), OUT OF THE EUGENIO PEREZ SURVEY NO. 41, ABSTRACT NO. 672, THE SUSANO HERANDEZ SURVEY NO. 40, ABSTRACT NO. 398 AND THE WASHINGTON ANDERSON SURVEY NO. 10, ABSTRACT NO. 29, ALL OF WHICH ARE SITUATED IN BURNET COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINING PORTION OF A CALLED 666.23 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO BILLY JOE FOX & LA VONNA FOX, AS RECORDED IN VOLUME 798, PAGE 880 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS (O.P.R.B.C.T.), SAID 25.954 ACRES (TRACT 24) BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod found, within the interior of said 666.23 acres, along an interior line of Tract 2, for an easterly corner hereof, from which a ½-inch iron rod found, for the northwest corner of a called 1.142 acre tract of land, described in a deed to Joseph A. Mattingly, as recorded in Volume 1400, Page 889 O.P.R.B.C.T., bears North 89°32'51" East (L21) a distance of 302.80 feet;

THENCE over and across said 666.23 acres, along said Tract 2, the following courses and distances:

- 1) South 01°37'07" East, a distance of 227.39 feet, to a ½-inch iron rod found, for an angle hereof;
- 2) South 17°58'39" East, a distance of 315.25 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 3) South 06°11'53" East (L7), a distance of 122.94 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 4) South 62°17'50" West (L8), a distance of 106.17 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 5) South 74°32'45" West, a distance of 546.25 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 6) South 48°04'59" West, a distance of 297.17 feet, to a ½-inch iron rod found, for an angle hereof;
- 7) South 45°21'32" West, a distance of 730.58 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 8) South 04°21'37" West (L9), a distance of 81.64 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 9) South 53°34'13" East (L10), a distance of 24.66 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 10) South 13°43'08" West (L11), a distance of 34.47 feet, to a point for an angle hereof;
- 11) South 30°43'06" West (L12), a distance of 54.29 feet, to a point for an angle hereof;
- 12) South 03°56'01" West (L13), a distance of 39.99 feet, to a point for an angle hereof;
- 13) South 23°48'52" West (L14), a distance of 31.60 feet, to a point for an angle hereof;

- 14) South 61°32'08" West (L15), a distance of 23.28 feet, to a point for an angle hereof;
- 15) North 88°40'25" West (L16), a distance of 31.79 feet, to a point for an angle hereof;
- 16) North 74°24'45" West (L17), a distance of 56.67 feet, to a point at the beginning of a curve to the left;
- 17) Along said curve to the left (C1), having an arc length of 24.23 feet, a radius of 25.00 feet, and a chord bearing South 78°05'07" West, a distance of 23.30 feet, to a point for an angle hereof;
- 18) South 49°49'52" West (L18), a distance of 88.52 feet, to a point for an angle hereof;
- 19) South 77°24'20" West (L19), a distance of 42.28 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 20) North 85°43'02" West (L20), a distance of 56.23 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, along an easterly line of Tract 5, known as Delaware Springs Boulevard, a variable width public right-of-way, being a 7.94 acre tract of land (Tract IV), described in a deed to the City of Burnet, as recorded in Volume 1032, Page 999 O.P.R.B.C.T., for an angle hereof;

THENCE over and across said 666.23 acres, along said Tract 5, the following courses and distances:

- 1) North 12°20'05" East (L1), a distance of 142.27 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, at the beginning of a curve to the right;
- 2) Along said curve to the right (C2), having an arc length of 385.28 feet, a radius of 536.10 feet, and a chord bearing North 32°56'23" East, a distance of 377.04 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, at the beginning of a reverse curve to the left;
- 3) Along said curve to the left (C3), having an arc length of 624.42 feet, a radius of 579.47 feet, and a chord bearing North 22°39'27" East, a distance of 594.64 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for a westerly corner of said Tract 2 and an angle hereof;

THENCE over and across said 666.23 acres, along said Tract 2, the following courses and distances:

- 1) North 52°49'47" East, a distance of 370.72 feet, to a ½-inch iron rod found, for an angle hereof;
- 2) North 49°00'56" East, a distance of 265.86 feet, to a ½-inch iron rod found, for an angle hereof;
- 3) North 29°12'52" East, a distance of 581.19 feet, to a ½-inch iron rod found, for an angle hereof;
- 4) North 23°30'32" East, a distance of 327.22 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 5) North 06°55'21" East (L2), a distance of 142.35 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 6) North 27°37'02" East (L3), a distance of 89.37 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;

- 7) North 59°30'11" East (L4), a distance of 58.06 feet, to a ½-inch iron rod found, for an angle hereof;
- 8) North 73°45'03" East, a distance of 454.33 feet, to a ½-inch iron rod found, for an angle hereof;
- 9) South 53°53'25" East (L5), a distance of 53.64 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 10) South 22°06'27" West (L6), a distance of 162.47 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 11) South 37°44'44" West, a distance of 288.02 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 12) South 25°20'31" West, a distance of 347.20 feet, to the **POINT OF BEGINNING**, containing 25.954 acres, more or less.

That I, Kyle P. Cuplin, a Registered Professional Land Surveyor, do hereby certify that the above description and accompanying plat is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision, with all bearings being referenced to Texas Coordinate System, Central Zone.

Kyle P. Cuplin 8/19/09
Registered Professional Land Surveyor No. 5938
Proj. No. 08222



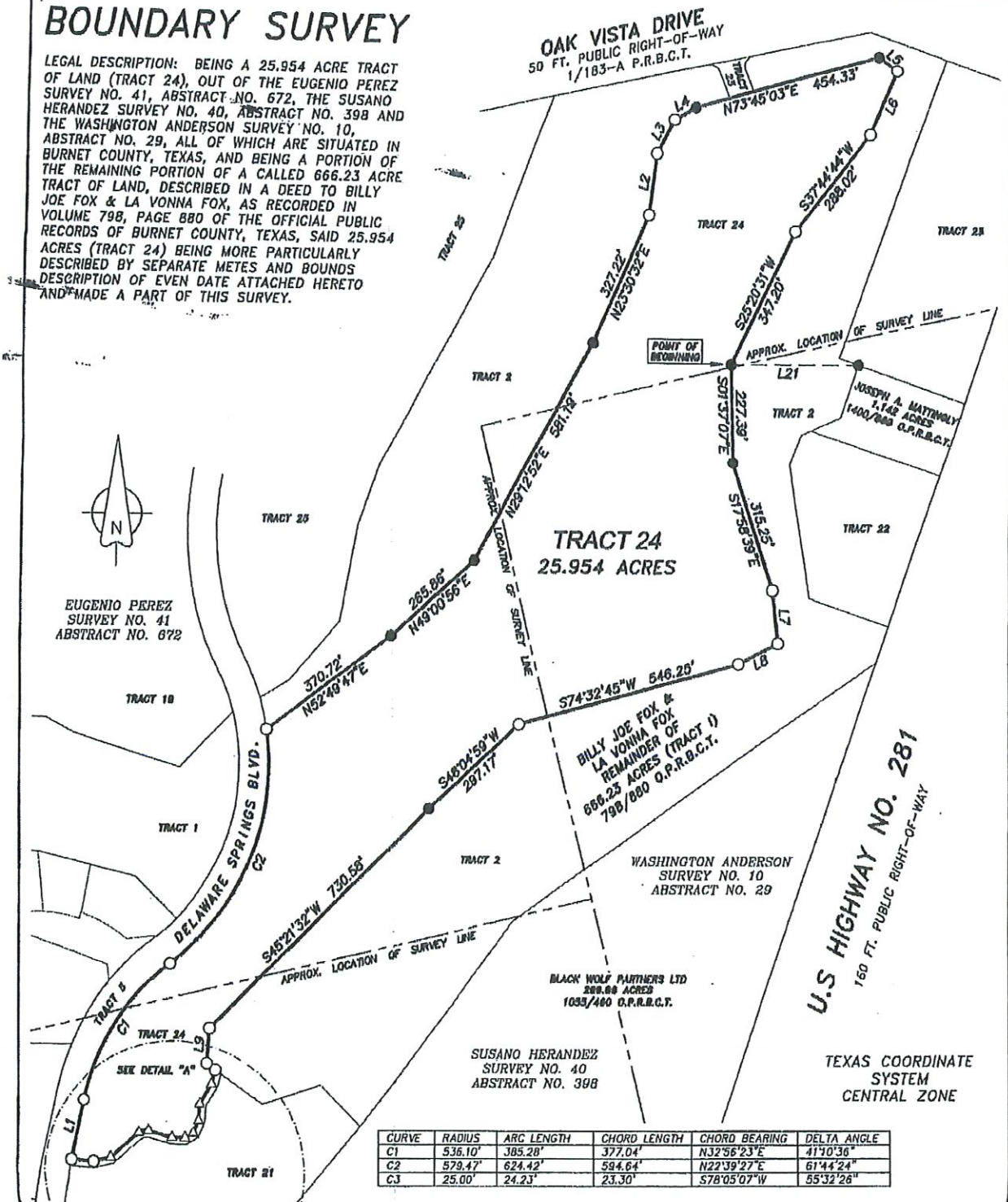
Avigation easement

Exhibit D

Survey (Approximately **25.954 acres** being described in the Boundary Agreement as **Tract 24**)

BOUNDARY SURVEY

LEGAL DESCRIPTION: BEING A 25.954 ACRE TRACT OF LAND (TRACT 24), OUT OF THE EUGENIO PEREZ SURVEY NO. 41, ABSTRACT NO. 672, THE SUSANO HERANDEZ SURVEY NO. 40, ABSTRACT NO. 398 AND THE WASHINGTON ANDERSON SURVEY NO. 10, ABSTRACT NO. 29, ALL OF WHICH ARE SITUATED IN BURNET COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINING PORTION OF A CALLED 666.23 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO BILLY JOE FOX & LA VONNA FOX, AS RECORDED IN VOLUME 798, PAGE 880 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAID 25.954 ACRES (TRACT 24) BEING MORE PARTICULARLY DESCRIBED BY SEPARATE METES AND BOUNDS DESCRIPTION OF EVEN DATE ATTACHED HERETO AND MADE A PART OF THIS SURVEY.



SHEET
4
OF
5

PROJ. NO. 06222
DATE: 07/31/09
SCALE
1" = 300'
0 150 300

BOUNDARY SURVEY
TRACT 24
25.954 ACRES

PREPARED FOR:
**BILLY
JOE
FOX**

CUPLIN & ASSOCIATES, INC.
3010 WEST RR 1431, SUITE B
KINGSLAND, TEXAS 78639
PHONE: 325-388-3300
FAX: 325-388-3320

DATE	NO.	DESCRIPTION	REVISIONS
	1		
	2		

DATE NO. DESCRIPTION REVISIONS

GRAND REG
BY: KPO
CHECKED BY:
APPROVED BY:
FILE NO.
COPYRIGHT: 2009

Avigation easement

Exhibit E

Metes and bounds (Approximately **11.760 acres** being described in the Boundary Agreement as **Tract 25**)

**METES AND BOUNDS DESCRIPTION OF
TRACT 25 (11.760 ACRES)**

FIELD NOTES TO DESCRIBE AN 11.760 ACRE TRACT OF LAND (TRACT 25), OUT OF THE EUGENIO PEREZ SURVEY NO. 41, ABSTRACT NO. 672, SITUATED IN BURNET COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINING PORTION OF A CALLED 666.23 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO BILLY JOE FOX & LA VONNA FOX, AS RECORDED IN VOLUME 798, PAGE 880 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS (O.P.R.B.C.T.), SAID 11.760 ACRES (TRACT 25) BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod set with "CUPLIN 5938" property cap, along the south right-of-way line of Oak Vista Drive, a 50-foot public right-of-way, according to the plat recorded in Cabinet 1, Slide 183C of the Plat Records of Burnet County, Texas (P.R.B.C.T.), and a northerly line of said 666.23 acres, for a northwest corner of Tract 2 and the northeast corner hereof, from which a PK nail found, along the south right-of-way line of said Oak Vista Drive and a northerly line of said 666.23 acres, bears North 77°36'31" East, a distance of 773.85 feet;

THENCE over and across said 666.23 acres, along said Tract 2, the following courses and distances:

- 1) South 21°05'25" West, a distance of 400.34 feet, to a ½-inch iron rod found, for an angle hereof;
- 2) South 29°13'42" West, a distance of 548.24 feet, to a ½-inch iron rod found, for an angle hereof;
- 3) South 19°32'57" West, a distance of 153.91 feet, to a ½-inch iron rod found, for an angle hereof;
- 4) South 10°38'25" West, a distance of 226.06 feet, to a ½-inch iron rod found, for an angle hereof;
- 5) South 40°46'08" West, a distance of 185.53 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 6) South 58°36'18" West (L1), a distance of 78.69 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, along an easterly line of Tract 5, known as Delaware Springs Boulevard, a variable width public right-of-way, being a 7.94 acre tract of land (Tract IV), described in a deed to the City of Burnet, as recorded in Volume 1032, Page 999 O.P.R.B.C.T., at the beginning of a non-tangent curve to the left;

THENCE over and across said 666.23 acres, along said Tract 5, the following courses and distances:

- 1) Along said curve to the left (C1), having an arc length of 105.34 feet, a radius of 579.47 feet, and a chord bearing North 20°55'51" West, a distance of 105.19 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, at the beginning of a reverse curve to the right;
- 2) Along said curve to the right (C2), having an arc length of 431.00 feet, a radius of 657.50 feet, and a chord bearing North 07°21'36" West, a distance of 423.32 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 3) North 11°27'17" East, a distance of 437.38 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, at the beginning of a curve to the right;
- 4) Along said curve to the right (C3), having an arc length of 545.70 feet, a radius of 472.59 feet, and a chord bearing North 44°29'25" East, a distance of 515.89 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;

Avigation easement

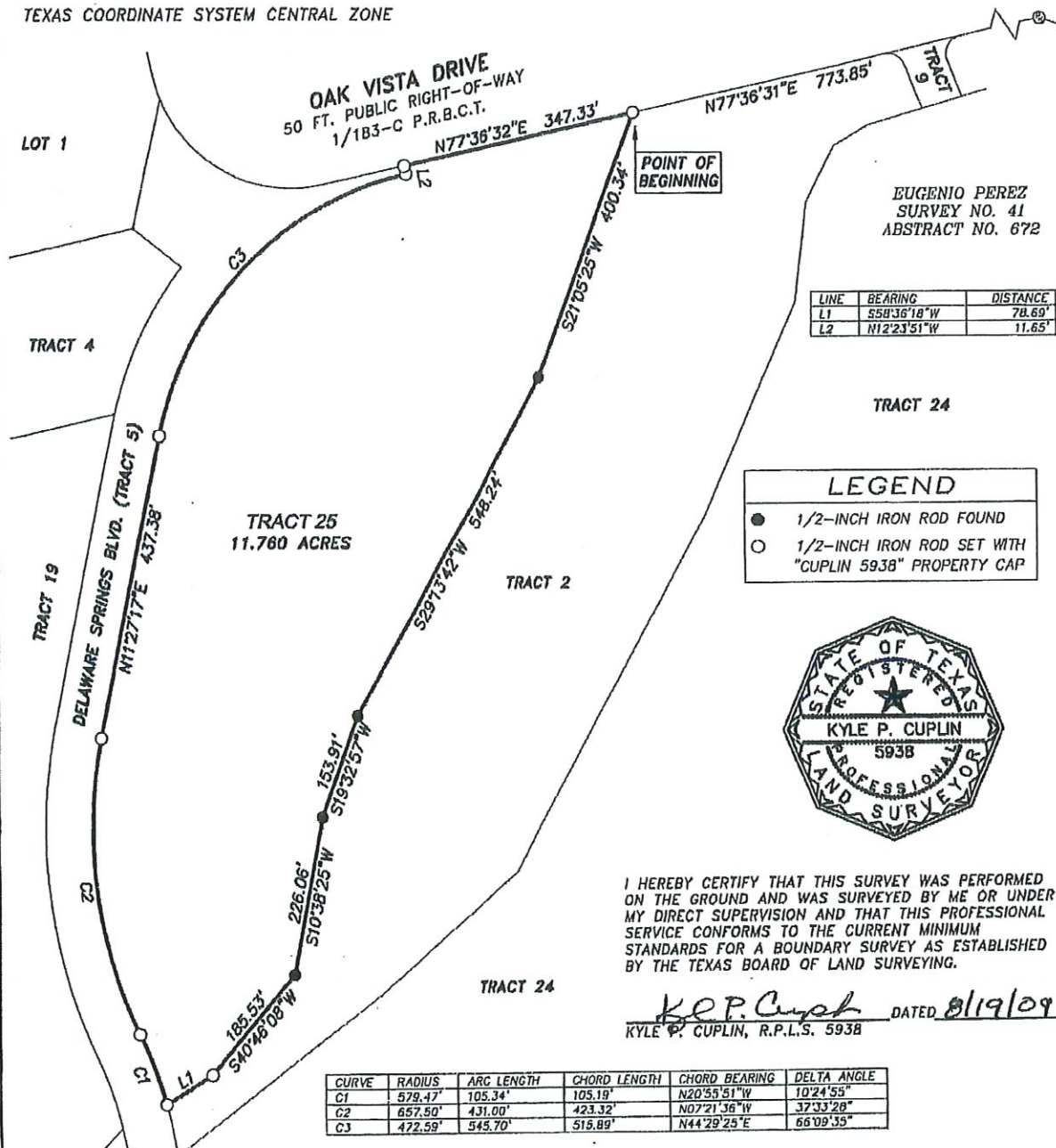
Exhibit F

Survey (Approximately **11.760 acres** being described in the Boundary Agreement as **Tract 25**)

BOUNDARY SURVEY

LEGAL DESCRIPTION: BEING A 11.760 ACRE TRACT OF LAND (TRACT 25), OUT OF THE EUGENIO PEREZ SURVEY NO. 41, ABSTRACT NO. 672, SITUATED IN BURNET COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINING PORTION OF A CALLED 666.23 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO BILLY JOE FOX & LA VONNA FOX, AS RECORDED IN VOLUME 798, PAGE 880 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAID 11.760 ACRES (TRACT 25) BEING MORE PARTICULARLY DESCRIBED BY SEPARATE METES AND BOUNDS DESCRIPTION OF EVEN DATE ATTACHED HERETO AND MADE A PART OF THIS SURVEY.

TEXAS COORDINATE SYSTEM CENTRAL ZONE



SHEET 3 OF 3	PROJ. NO. 08222	BOUNDARY SURVEY TRACT 25 11.760 ACRES	PREPARED FOR: BILLY JOE FOX	CUPLIN & ASSOCIATES, INC. 3010 WEST RR 1431, SUITE B KINGSLAND, TEXAS 78639 PHONE: 325-388-3300 FAX: 325-388-3320	<table border="1"> <tr> <td>2</td> <td></td> </tr> <tr> <td>1</td> <td></td> </tr> <tr> <td>DATE</td> <td>NO</td> </tr> </table>	2		1		DATE	NO	<table border="1"> <tr> <td>DATE</td> <td>NO</td> <td>DESCRIPTION</td> </tr> <tr> <td colspan="3">REVISIONS</td> </tr> </table>	DATE	NO	DESCRIPTION	REVISIONS		
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Exhibit "F": Special Warranty Deed.

Special Warranty Deed Delaware Springs Ranch Section 24 Lot 1

THE STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF BURNET

§

§

SPECIAL WARRANTY DEED

Effective Date:

Grantor:

Delaware Springs Ranch Investments, LLC

Grantor's Mailing Address: %Jordan Shipley, 24 Smith Rd Ste 504

Midland, Midland County, Texas 79705-4475

Grantee:

City of Burnet. Texas

Grantee's Mailing Address: PO Box 1369, Burnet, Burnet County, TX 78611

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

Property (including any improvements): Being approximately _____ acres located in Burnet County, Texas, and being more particularly described as Delaware Springs Section 24 Subdivision LOT ONE BLK A, said subdivision plat being recorded in the Burnet County Public Records as Document No. _____.

Exceptions to Conveyance: All visible and apparent easements, all applicable zoning, platting and other governmental ordinances, laws, rules and regulations, and all matters of record relating to the Property as shown in the Real Property Records of Burnet County, Texas. The Property may not have access to a public right of way.

Reservations from Conveyance: None.

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from and Exceptions to Conveyance and Warranty, when the claim is by, through or

under Grantor, but not otherwise; but without any other warranty of any kind or nature, and without limitation on such disclaimer of warranties.

By accepting this deed, Grantee acknowledges that **THIS CONVEYANCE IS THE RESULT OF AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THOSE IN THIS SPECIAL WARRANTY DEED. GRANTEE IS NOT RELYING ON ANY REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES OTHER THAN THOSE EXPRESSLY CONTAINED IN THIS SPECIAL WARRANTY DEED. GRANTEE IS NOT RELYING ON ANY INFORMATION REGARDING THE PROPERTY PROVIDED BY ANY PERSON, OTHER THAN BUYER'S OWN INSPECTION AND THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SPECIAL WARRANTY DEED. GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE UNDERLYING PURCHASE CONTRACT THAT WOULD OTHERWISE IMPOSE ON GRANTOR IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.**

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

This conveyance is being made subject to ad valorem taxes for the year 2021 and all subsequent years, which are assumed by Grantee. Any "rollback" taxes assessed against the Property are hereby assumed by Grantee.

Remainder of page intentionally blank and signature page to follow.

Special Warranty Deed Delaware Springs Ranch Section 24 Lot 1

To be effective the date first set out above.

GRANTOR:

Delaware Springs Ranch Investments, LLC
A limited liability company formed under the laws
of the state of Texas.

By: _____
Jordan Shipley, Manager

STATE OF TEXAS §
 §
COUNTY OF BURNET §

This instrument was acknowledged before me on this _____ day of _____, 2021 by
Jordan Shipley in his capacity as manager of Delaware Springs Ranch Investments, LLC.

[Seal]

NOTARY PUBLIC, STATE OF TEXAS

ACCEPTED:

City of Burnet a Texas municipal corporation.

By: _____
Crista Goble Bromley, Mayor

STATE OF TEXAS §
 §
COUNTY OF BURNET §

This instrument was acknowledged before me on this _____ day of _____, 2021 by
Crista Goble Bromley in her capacity as mayor of the City of Burnet.

[Seal]

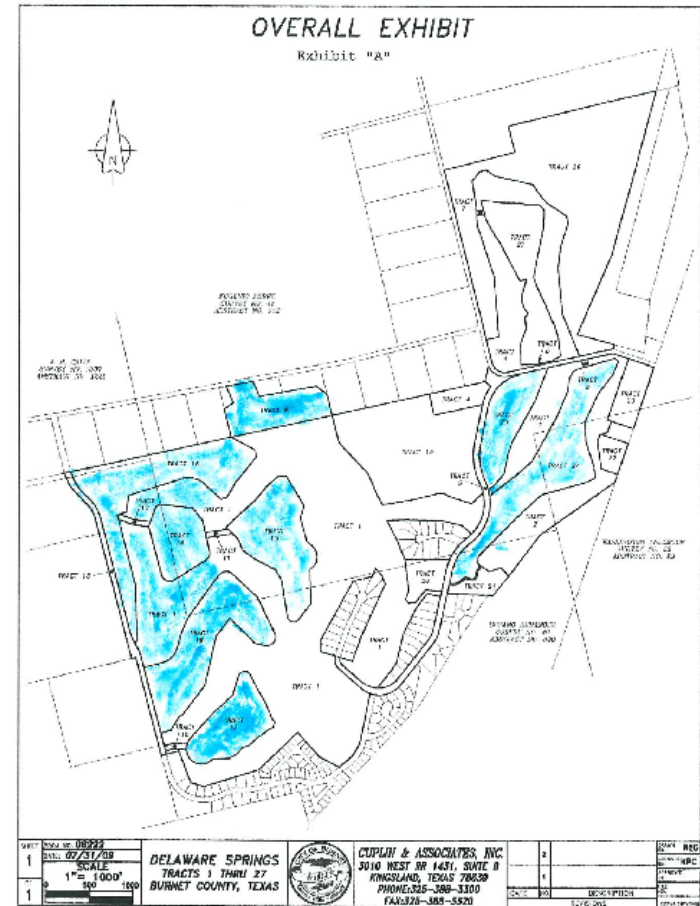
NOTARY PUBLIC, STATE OF TEXAS

RESOLUTION NO. R2021-46
APPROVING AN AGREEMENT WITH DELAWARE
SPRINGS RANCH LLC

September 14, 2021, City Council regular session agenda
item 4.12

BACKGROUND

Delaware Springs Ranch Investments LLC, is the owner of tracts 14, 15, 16, 17, 18, 23, 24, and 25 in Delaware Springs. In addition, Delaware Springs Ranch Investments LLC, has 42 acres in Delaware Springs (part of Tract 1 and Tract 6)



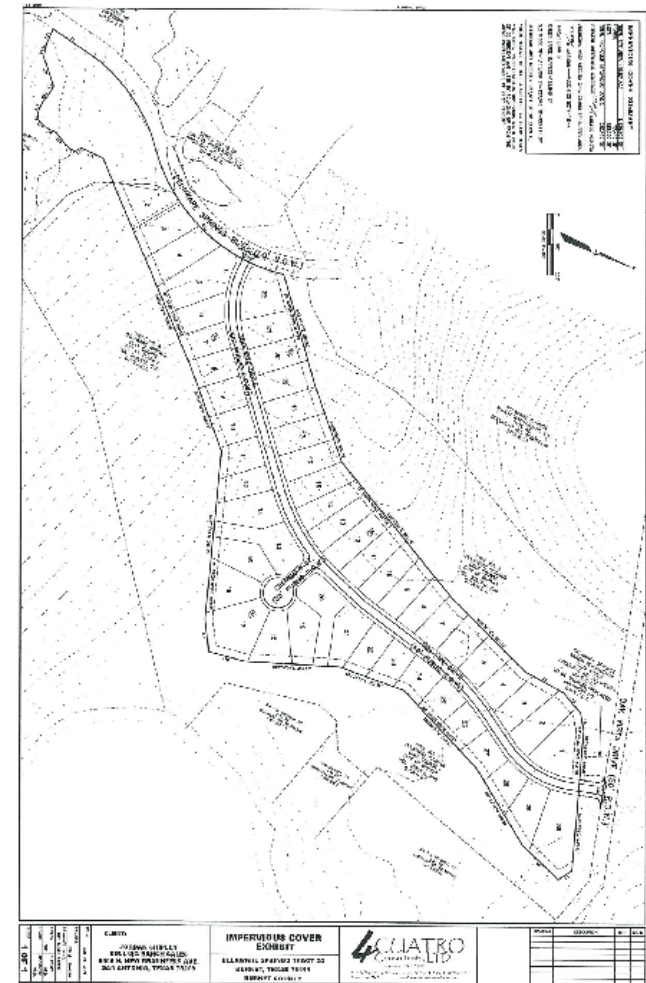
NON-POINT SOURCE POLLUTION CONTROL ORDINANCE

Delaware Springs is located within an area under the purview of the Non-Point Source Pollution Control Ordinance, which limits impervious cover to 15% of the total project area.

Tract 24 is being developed into a 52-lot single family development

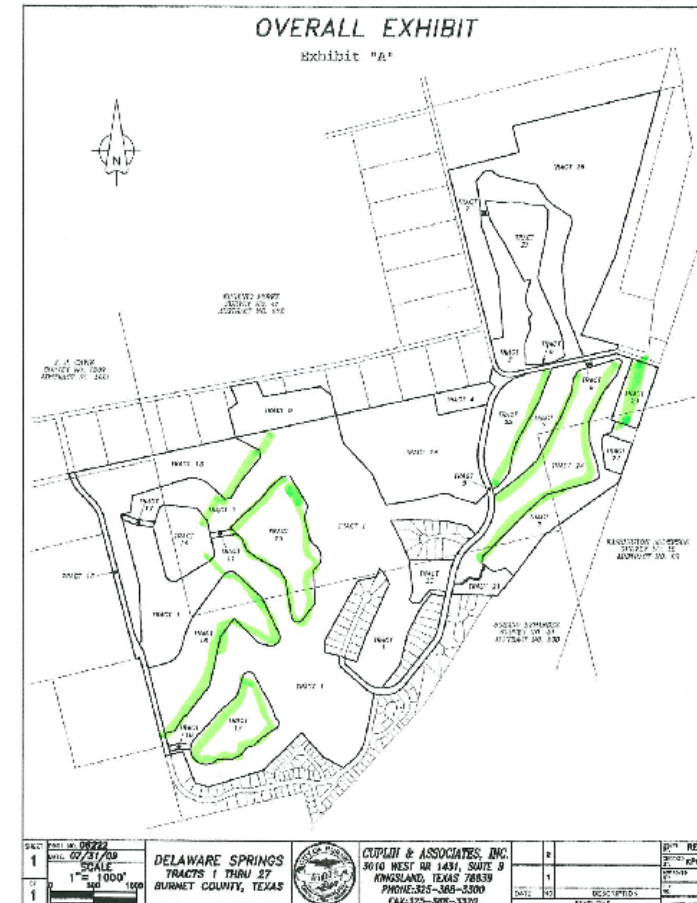
Delaware Springs Ranch Investments LLC, has asked the City to dedicate a 21.89-acre impervious cover easement on golf course property to allow impervious cover on Tract 24 to be increased above the NPS requirement

Exhibit B



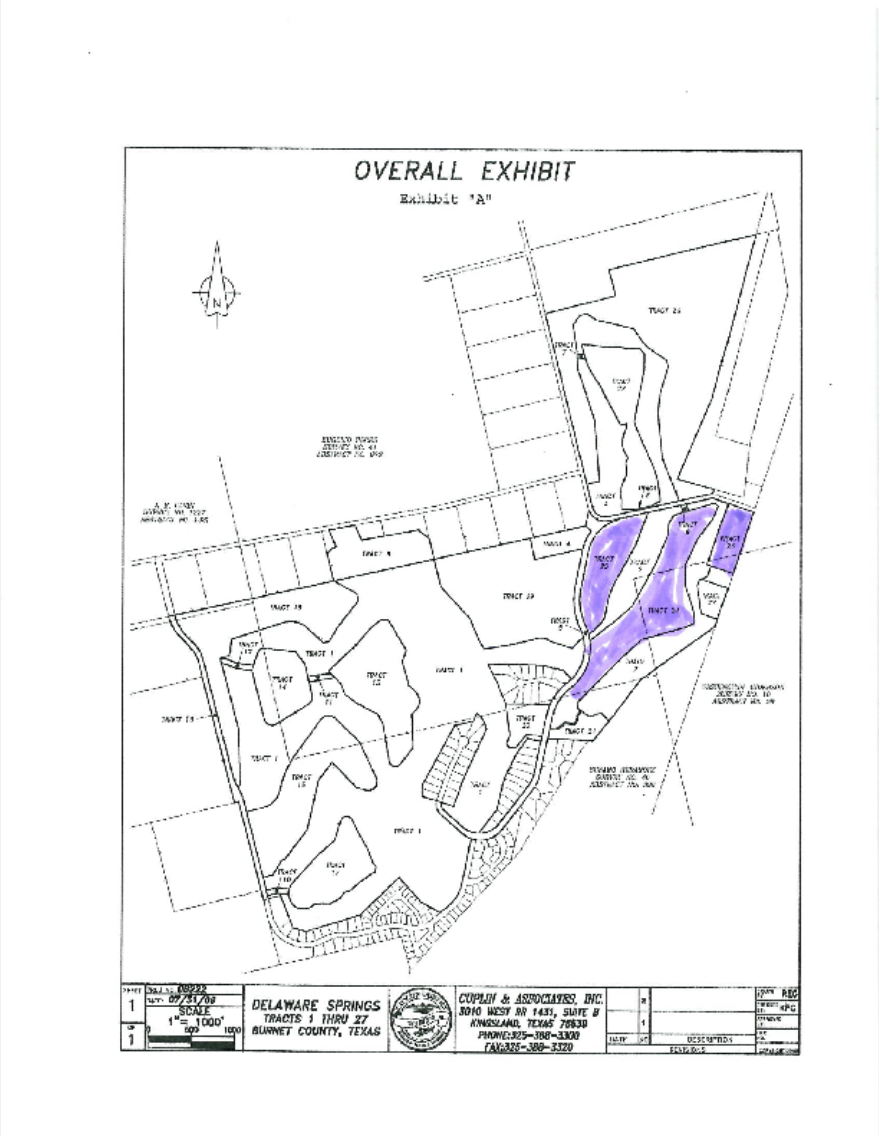
GREENBELT EASEMENT

A greenbelt easement shall be placed on tracts 14, 15, 16, 17, 18, 23, 24 and 25 that will provide a 25-foot-wide vegetative buffer between those tracts and the golf course



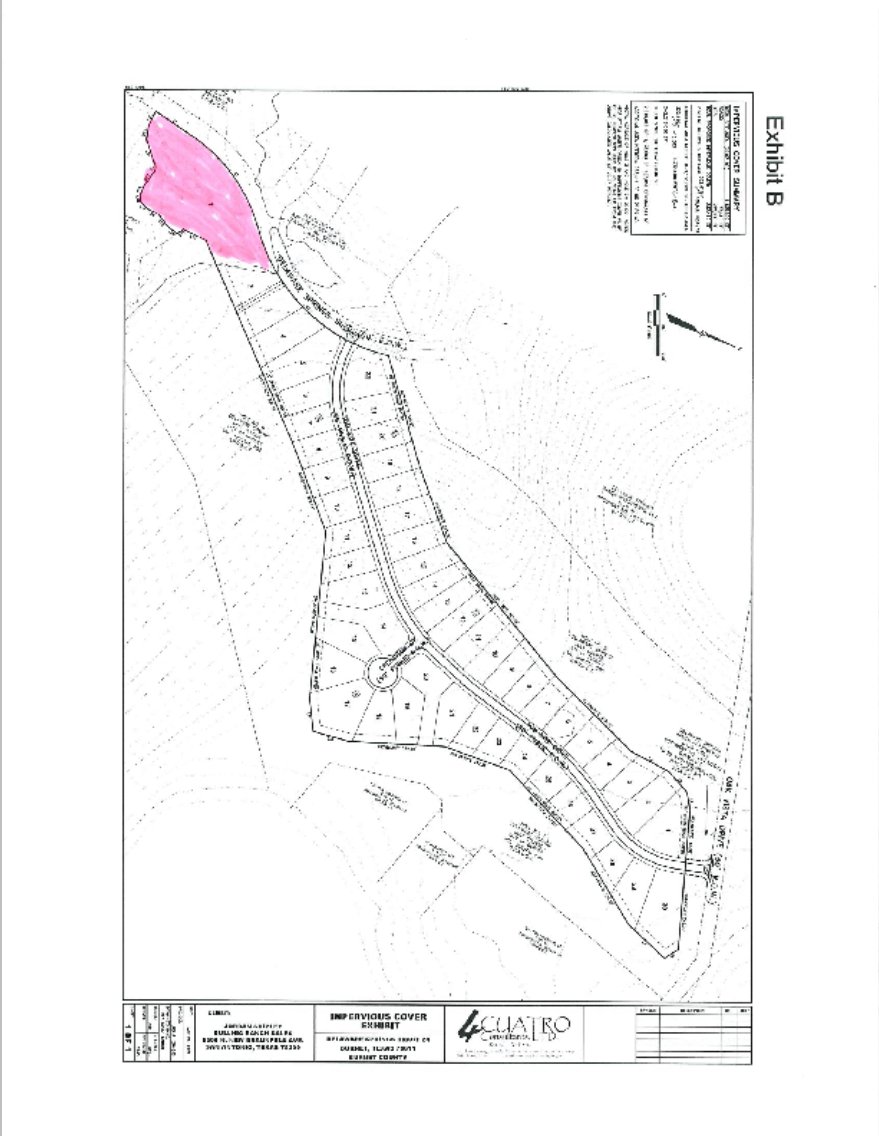
AVIGATION EASEMENT

An avigation easement on tracts 22. 23. 24 and 25 for the benefit of the municipal airport



SECTION 24 BLK A LOT 1

Delaware Springs Ranch LLC, shall dedicate a one-acre lot (flood plain property) in Section 24 to the City.



QUESTIONS?

Recommendation: Approve and adopt Resolution R2021-46 as presented



Administration

ITEM 4.13

Habib Erkan Jr.
Assistant City Manager
512-715-3201
dvaughn@cityofburnet.com

Agenda Item Brief

Meeting Date: September 14, 2021

Agenda Item: Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF BURNET, TEXAS APPROVING AN AGREEMENT WITH GRANITE PARTNERS LLC FOR THE PROVISION OF UP TO 75 LIVING UNIT EQUIVALENT OF WHOLESALE WATER TO SERVE REED RANCH; APPROVING A WHOLESALE WATER AGREEMENT; APPROVING THE CONVEYANCE OF 4.93 ACRES TO THE CITY AND APPROVING A PARTIAL RELEASE OF GRANITE PARTNERS LLC'S EASEMENT RIGHTS: H. Erkan

Background: Reed Ranch is approximately 2000 acres and is located north of Inks Lake in unincorporated Burnet County. Granite Partners LLC proposes to develop a portion of Reed Ranch into large lot (20 acres or greater) subdivisions and has requested water service be provided for not more than 75 lots. The City's water treatment plant and water transmission line are located within Reed Ranch and are subject to the perpetual obligation to provide 3000 gallons of water daily to the owner at no charge. This resolution approves an agreement; and the essential deal points are as follows:

- The City will receive fee simple title to 4.93 acres (the 3.73 acres on which the water treatment plant is operating under and easement, and an additional 1.23 acres);
- The existing water transmission easement agreement will be amended by terminating Granite Partners LLC's rights to water taps and 3000 gallons of water for in perpetuity;
- The city shall provide up to 75 Living Unit Equivalent of water under a wholesale water agreement with Corix or other public water supplier; and the wholesale water agreement provides:

- The wholesale water agreement shall at all times comply with the City's agreement with LCRA;
- The purveyor shall pay all connection costs incurred by City including capital recovery costs; and
- The City shall charge its wholesale water rate as may be amended from time to time.

Information:

Council may recall in June it adopted Resolution No. R2021-29, approving a memorandum of understanding authorizing negotiation of this agreement. Also, it should be noted that a Living Unit Equivalent equals 200 gallons of water use a day.

Fiscal Impact

Passage of this Resolution will relieve the City from obligation to provide free water and water taps, and receive wholesale water.

Recommendation:

Approve and adopt Resolution R2021-47 as presented.

RESOLUTION NO. R2021-47

A RESOLUTION OF THE CITY COUNCIL OF BURNET, TEXAS APPROVING AN AGREEMENT WITH GRANITE PARTNERS LLC FOR THE PROVISION OF UP TO 75 LIVING UNIT EQUIVALENT OF WHOLESALE WATER TO SERVE REED RANCH; APPROVING A WHOLESALE WATER AGREEMENT; APPROVING THE CONVEYANCE OF 4.93 ACRES TO THE CITY AND APPROVING A PARTIAL RELEASE OF GRANITE PARTNERS LLC'S EASEMENT RIGHTS

WHEREAS, Granite Partners LLC is the owner of the approximately 2000 acre property located north of Inks Lake in unincorporated Burnet County and known as Reed Ranch; and

WHEREAS, Granite Partners LLC plans to develop Reed Ranch into large lot (20 acres or more) subdivisions of land and is requesting 75 Living Equivalent Units of water serve the development; and

WHEREAS, City Council is amenable to providing wholesale water to a TCEQ approved water service provider who will serve the development.

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

Section 1. Findings. The recitals herein are found to be true and correct and are incorporated hereby for all purposes.

Section 2. Agreement Approved. The Reed Ranch Water Agreement, attached hereto, and Wholesale Water Agreement, Special Warranty Deed, and Partial Termination, Release, and Discharge of Easements Rights, referenced therein are hereby approved.

Section 3. Authorization. The Mayor is hereby authorized to execute said Reed Ranch Water Agreement, Wholesale Water Agreement, Special Warranty Deed, and Partial Termination, Release, and Discharge of Easements Rights, in substantial form as the instruments attached hereto, and to execute such ancillary documents and take such other actions as may reasonably be necessary to facilitate the purpose of this Resolution.

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 that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

Section 6. Effective Date. That this resolution shall take effect immediately upon its passage, and approval as prescribed by law.

PASSED AND APPROVED this the 14th day of September 2021.

CITY OF BURNET

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

THE STATE OF TEXAS
COUNTY OF BURNET

§
§
§

KNOW ALL PEOPLE BY THESE PRESENTS

Reed Ranch Water Agreement

I. Purpose

The purpose of this Agreement is to provide a memorialization of the terms and conditions by which: (i) the City of Burnet, a home rule city organized under the Constitution of the State of Texas (sometimes hereafter referred to as "City") shall provide wholesale water service to real property (hereinafter sometimes referred to as "Reed Ranch" and more particularly described herein); and (ii) Granite Partners LLC, a limited liability company formed in the state of Texas, (sometimes hereafter referred to as "Developer"), shall convey fee simple title to the property on which the City's water treatment plant is located (hereinafter sometimes referred to as "Water Treatment Plant Property" and more particularly described herein) to the City. The Parties acknowledge and agree the mutual promises and covenants contain herein are legally sufficient consideration to cause this Agreement to be a legally binding contract.

II. The Parties.

The Parties to this Agreement, and addresses for notice purposes, are as follows:

"CITY"

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

With copy to:

City of Burnet, Texas
Attn: Assistant City Manager
P.O. Box 1369
1001 Buchanan Drive, Suite 4
Burnet, Texas 78611

"Developer"

Granite Partners LLC
Attn Michael MacDougall
Address

With copy to:
Kendra Pesek
Law Office of Kendra Pesek, PLLC
114 East Austin Street

Fredericksburg, Texas 78624

III. Background.

Reed Ranch is an approximately 2000-acre tract of land located in unincorporated Burnet County, Texas, outside of the City's extraterritorial jurisdiction and more particularly described in that certain Special Warranty Deed With Vendor's Lien recorded in the Public Records of Burnet County on May 25, 2020 as Document No. 202005998. By instrument entitled "Pipeline Easement and Right-Of-Way Agreement," recorded on May 20, 1986, in the Public Records of Burnet County as Vol 364 Pages 387-396, the City obtained the right to construct and operate Water Transmission Lines on and under a described right-of-way within Reed Ranch. By instrument entitled "Water Treatment Plant Easement," recorded on June 5, 1986, in the Public Records Burnet County as Vol 366 Pages 103-110, the City obtained the right to construct and operate a water treatment plant on and under a described area within Reed Ranch. Subsequent to the recordation of the aforementioned easement agreements Developer purchased Reed Ranch with the intent to develop same as a residential housing community (hereinafter sometime referred to as the "Development"). Pursuant to the terms of this Agreement the City shall provide water service to the Development and Developer shall grant to the City: (i) fee simple title to the Water Treatment Plant Easement property, and additional property adjacent property as described herein; and (ii) a release of Developer's rights under the Pipeline Easement and Right-Of-Way Agreement as provided herein.

IV. Provision of Water

The City shall make available to Reed Ranch up to 75 Living Unit Equivalent ("LUE") of water subject to the terms and conditions that follow:

- (A) Purveyor. Developer has engaged with Corix Utilities Texas Inc., or other entity approved by the Texas Commission on Environmental Quality as a public water supplier ("Purveyor").
- (B) Wholesale Water Agreement. Purveyor will enter into an Agreement for Wholesale Water Service Between the City of Burnet and Purveyor ("Water Agreement") in substantially the same format as the Water Agreement attached hereto (**Exhibit "A"**) Water shall be provided on an as needed basis in accordance with the same or commercially similar terms of the Wholesale Water Agreement, which includes the matters that follows:
 - (1) the geographical boundaries of the area to be served;
 - (2) volume, pressure, flow and gallon rates;
 - (3) a requirement that the Wholesale Water Agreement, is authorized by, and in compliance with, the terms and conditions of the Water Service Contract by and between the City and the Lower Colorado River Authority
 - (4) and a requirement that the purveyor comply with LCRA water conservation and drought contingency plan and other requirements.

- (C) Costs. All costs, including capital recovery costs associated with providing water under the Wholesale Water Agreement shall be borne by Developer or Purveyor.
- (D) Water shall be provided on an as needed basis subject to the flow and gallon rates stated in the Wholesale Water Agreement referenced as **Exhibit "A."** Water shall be provided only within the geographical area described in said Wholesale Water Agreement.

V. City's Water Treatment Plant and Pipeline Easement and Right-Of-Way

In consideration for the City's commitment to perform the obligations stated in Article IV (entitled "Provision of Water") Developer agrees to perform as provided below:

- (A) Release of Developer's Easement Rights to Pipeline Easement and Right-Of-Way. Within ten days of the approval of the execution of the Wholesale Water Agreement between the City and the Purveyor, Developer shall execute, for recordation in Burnet County Public Records and return to the City for such recordation, the instrument titled "Partial Termination, Release, and Discharge of Easements Rights" attached hereto as **Exhibit "B"**.
- (B) Convenience of Water Treatment Plant Property. Within ten days of the approval of this Agreement by City Council, Developer shall execute, for recordation in the Burnet County Clerk's Public Records and return to the City for such recordation, the instrument titled "Special Warranty Deed," attached hereto as **Exhibit "C."** As described in exhibits attached to the Special Warranty Deed the conveyance of the Water Treatment Plant Property shall include the following:
 - (1) the conveyance of fee title to the City of 4.93 acres; and
 - (2) the grant of a twenty-foot-wide Rights of Way and Maintenance Easement to the City; and
 - (3) the reservation of a twenty-foot-wide aerial electrical easement by Developer.

VI. Miscellaneous

- (A) Additional Instruments and Mutual Assistance. City and Developer will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions
- (B) Amendments. This Agreement constitutes the entire understanding and agreement of the Parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the Party or Parties sought to be charged or bound by the alteration or amendment.
- (C) Binding Obligation. This Agreement and all covenants, agreements, provisions and conditions hereto, shall be binding upon and inure to the benefit of the respective Parties hereto, their legal representatives, successors or assigns upon

execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same, as provided below:

- (1) City Council has authorized the Mayor to execute this Agreement on behalf of the City, as evidenced by Resolution, dated _____, 2021, and attached hereto as **Exhibit "D."**
 - (2) Developer has authorized its Agent to execute this Agreement on its behalf, as evidenced by Consent Resolution, dated _____, 2021, and attached hereto as **Exhibit "E"**.
 - (3) Developer has provided the following: Certificate of Formation certified by the Secretary of State of the State of Delaware (the "Secretary of State"); and Certificate of Existence issued by the Secretary of State, which are attached hereto as **Exhibit "F"**.
- (D) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (E) Construction. The Parties acknowledge that the Parties and their counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of the Agreement.
- (F) Enforcement. Enforcement of this Agreement shall be limited to the terms and conditions of this Section VI (F)
- (1) The failure by either Party to timely and substantially comply with any performance requirement, duty, or covenant shall be considered an act of Default if uncured within thirty (30) days of receiving written notice from the other Party; or if the performance of the requirement, duty, or covenant within 30 days is not reasonably practical due to Force Majeure, or other event beyond the non-performing Party's reasonable control; and in such case it shall be considered an act of Default if the failure to perform is uncured within such time as may be reasonable to cure the failure to perform.
 - (2) A Default by either Party shall entitled the non-defaulting Party to enforce its rights under this Agreement through the equitable relief of specific performance, restraining orders or injunctions without the necessity of proof of inadequacy of legal remedies or irreparable harm.
 - (3) In no event shall either Party be entitled to monetary damages, whether actual, consequential, special, punitive (or exemplary), or any similar damages against the other Party for any Default under this Agreement. It

being the intent of the Parties to limit Enforcement of this Agreement to the relief stated in Sections VI(F)(2) and Sections VI(F)(4)

- (4) If either Party retains an attorney to enforce this Agreement, the Party prevailing in litigation is entitled to recover reasonable and necessary attorney's fees and court and other costs.
- (G) Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement, as approved by the City Council of the City of Burnet, Texas.
- (H) Exhibits and Attachments. All Exhibits and Attachments referenced in this Agreement are attached hereto and incorporated herein for all purposes. Exhibits to this Agreement are as follows:
- Exhibit "A": Wholesale Water Agreement
 - Exhibit "B": Partial Release of Pipeline Easement and Right-Of-Way
 - Exhibit "C": Special Warranty Deed.
 - Exhibit "D": Resolution of City Council.
 - Exhibit "E": Resolution of Developer.
 - Exhibit "F": Developer's corporate documents.
- (I) Force Majeure. It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, pandemic, fire or other casualty, or court injunction, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, governmental action, delay in issuance of permits or approvals (including, without limitation, fire marshal approvals), enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the obligated Party and delays caused by the other Party, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such Party was delayed.
- (J) Gender. The gender of the wording throughout this Agreement shall always be interpreted to mean either sex, and where the context requires, the plural of any word shall include the singular.
- (K) Governing Law. This Agreement shall be governed by the laws of the State of Texas, without regard to choose-of-law rules of any jurisdiction. and the venue for any action concerning this Agreement shall be in Burnet County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of a court of competent jurisdiction in said County.

- (L) Governmental Records. All invoices, records and other documents required for submission to the City pursuant to the terms of this Agreement are Governmental Records for the purposes of Texas Penal Code Section 37.10.
- (M) Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- (N) Independent Contractor. During all times that this Agreement is in effect, the Parties agree that Developer is and shall be deemed to be an independent contractor and operator and not an agent or employee of the City with respect to their acts or omissions hereunder. It is mutually agreed that nothing contained herein shall be deemed or construed to constitute a partnership or joint venture between the Parties hereto.
- (O) Individuals Not Liable. No director, officer, agent or employee of the City shall be charged personally or held contractually liable by or to the other Party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of his or their execution or attempted execution thereof
- (P) Notice. Any notice given to either Party under the terms of this Agreement shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as stated in Article II; or to such other place as each Party may hereafter designate in writing forwarded in like manner for any other notice.
- (Q) Ordinance Applicability. The signatories hereto shall be subject to all ordinances of the City, whether now existing or in the future arising; provided, however, no ordinance shall reduce or diminish the contractual obligations contained herein.
- (R) Severability. In the event any provision of this Agreement is illegal, invalid, or unenforceable under the present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- (S) Sovereign Immunity. The Parties agree that nothing in this Agreement shall be determined to waive the City's sovereign immunity.
- (T) Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

- (U) Waivers. No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof or of any breach of any other provision hereof.

To be effective as of the _____ day of _____, 2021.

City
City of Burnet

By: _____
Crista Goble Bromley, Mayor

Attest:

By: _____
Kelly Dix, City Secretary

Developer
Granite Partners LLC

By: _____
Michael MacDougall, Authorized Agent

Reed Ranch Agreement Exhibit

Exhibit "A" Wholesale Water Agreement

**AGREEMENT FOR WHOLESALE WATER SERVICE BETWEEN
THE CITY OF BURNET AND CORIX UTILITIES TEXAS INC**

THIS WHOLESALE SERVICE AGREEMENT is made and entered into between the of City of Burnet, Texas ("City"), a Texas home rule municipal corporation, and Corix Utilities Texas Inc ("Corix"), a corporation incorporated in the state of Delaware (collectively the "Parties"). This agreement is effective on _____ day of _____, 2021 ("Effective Date").

WHEREAS, City seeks to enter into an agreement with a purveyor of water supply services, approved by the Texas Commission of Environmental Quality, to provide water service to a 234-acre tract of land situated within that certain 2,397.14 acres of land described in a Special Warranty Deed with Vendor's Lien granted to Granite Partners, LLC, and recorded as on May 28, 2020, as Document No. 202005998, in th Official Public Records of Burnet County, Texas (the "Water Service Area"); and,

WHEREAS, City holds rights to the water under a Water Service Contract with the Lower Colorado River Authority; and,

WHEREAS, Corix is a purveyor of water supply services; and,

WHEREAS, Corix seeks to provide water services to the Water Service Area; and,

WHEREAS, Corix requires access to City's Water System to provide water service to the Service Area.

WHEREAS, City, in providing water to Corix, is concerned about backflow issues that could occur, and seeks Corix to establish measures to ensure water safety.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual undertakings herein contained, the Parties agree as follows:

ARTICLE I DEFINITIONS

The following terms shall have the meanings set out below:

1.01.Agreement: Means this agreement for wholesale water services between the City and Corix and any written amendments.

1.02.Burnet City Council: means the Burnet City Council or the Burnet City Council's authorized designee.

1.03.City: means the City of Burnet, Texas, a home rule municipality formed under the constitution and laws of Texas.

1.04.City Manager: means the City's City Manager or the City Manager's authorized designee.

1.05.City's Utility Service Regulations: means all relevant regulations and ordinances of the City

Initials: City: _____

Corix: _____

for utilities, as may be amended from time to time.

1.06.City Water System: means all water treatment, transmission, and distribution facilities, lines, mains, reservoirs, and pump stations; residential, commercial, and industrial connections; and any other parts or components that comprise the public water system of the City.

1.07.Connection: means a single-family residential unit, or each commercial or industrial establishment, to which drinking water is supplied from the Retail Water System.

1.08.Corix: means Corix Utilities Texas Inc, a corporation formed under the laws of Delaware and operating as public water supplier pursuant to the provisions of Chapters _____, Texas Water Code.

1.09.Default: means the omission or failure of a party to perform its contractual duty under this Agreement.

1.10.Effective Date: means the last date of execution of this Agreement.

1.11.EPA: means the United States Environmental Protection Agency.

1.12.Force Majeure: means any event or circumstance that is beyond the reasonable control of, without the fault or negligence of, and should not have been foreseen and avoided or mitigated by the Party asserting Force Majeure, which delays or prevents the Party from timely performing any obligation of this Agreement, this shall include, but not limited to, acts of God, strikes, lockouts or other industrial disturbances, criminal conduct or sabotage, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failure of water supply, and any other inability of either party, whether similar to those enumerated or otherwise, that are not within the control of the party claiming their ability and that could not have been avoided by the exercise of due diligence.

1.13.Forced Outage: means a shut-down by the City in the operation of all or a portion of the City's System, such that no water is delivered to the Point of Delivery: (i) which shut-down is, in the reasonable opinion of the City, necessary or required to protect persons or property (including the City's System) from contamination or releases that could reasonably result in harm, injury, or material damage; and (ii) with respect to which the City has notified Corix.

1.14.Governmental Authority: means and includes any federal, state, local, or other governmental body, any governmental or quasi-governmental body, regulatory or administrative agency, commission, body, or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power; or any court or other governmental tribunal.

1.15.LCRA: means the Lower Colorado River Authority.

1.16.Master Meter: means a water meter that serves more than one residential, commercial, or industrial customer.

1.17.Party or Parties: means the City, Corix, and their respective successors or assigns.

1.18.Planned Outage: means a shut-down by City in the operations of City's Water Transmission Line, such that no water is delivered to the Point of Delivery: (i) which shut-down is scheduled by City in order to carry out foreseeable preventive, corrective, and other maintenance activities on such System or which may be required by any Governmental Authority; (ii) for which City has notified Purveyor, or Granite; (iii) which occurs no more than two (2) times in one (1) calendar year; and (iv) in most instances lasts for no more than seven (7) Days.

1.19.Point of Delivery: means the point designated and approved under this Agreement at which Corix may withdraw water from the City Water System for distribution as more particularly described in **Exhibit "B"**.

1.20.PUC: means the Public Utility Commission of Texas or its successor agency.

1.21.Retail Water System: means the lines, reservoirs, pump stations, mains, residential, commercial, and industrial connections, and any other parts or components that comprise the water system serving the retail customers of the Water Service Area.

1.22.TCEQ: means the Texas Commission on Environmental Quality or its successor agency.

1.23.Water Service Area: means a 234-acre tract of land situated within that certain 2,397.14 acres of land described in a Special Warranty Deed with Vendor's Lien granted to Granite Partners, LLC, and recorded as on May 28, 2020, as Document No. 202005998, in the Official Public Records of Burnet County, Texas, to which Corix will be providing retail water utility services.

1.24.Water: means potable water meeting the standards of treatment established by the Texas Department of State Health Services or the TCEQ (or their successor agencies) and the provisions of the Safe Drinking Water Act, Title 42, Chapter 6A, Subchapter XII, U.S.C.A., as administered by the United States Environmental Protection Agency.

1.25.Water Service Contract. means that certain Water Service Contract between the City and LCRA, effective January 1, 1985, and subsequent amendments.

1.26.Wholesale Water Service: means the production of raw water, the treatment of the raw water into potable form, and the transmission of the potable water to the Point of Delivery.

ARTICLE II. DELIVERY OF WATER

2.01. Maximum Volume and Rate of Flow. Subject to all the terms and conditions set forth in this Agreement, the City agrees to sell and Corix agrees to buy potable water for the operation of the Retail Water System for domestic, commercial, and industrial uses on an as-needed basis in an amount not to exceed _____ gallons per day ("GPD"), at a rate

Initials: City: _____

Corix: _____

not exceeding ____ gallons per minute.

- 2.02. Water Pressure.** Water will be delivered to Corix at the point of delivery based on the City's prevailing system pressure. City does not guarantee any minimum or maximum water pressure. Corix shall be solely responsible for the regulation of water pressure and assumes any and all liability as a result of insufficient or excess pressure, including any damages that results from such pressures. CORIX ACKNOWLEDGES THAT THE POINT OF DELIVERY SHALL BE FROM A HIGH PRESSURE TRANSMISSION LINE AND AGREES THAT CORIX SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL DAMAGED CAUSED BY HIGH WATER PRESSURE TO ITS SYSTEM OR ITS CUSTOMERS; AND CORIX AGREES TO TAKE ALL NECESSARY STEPS TO REDUCE WATER PRESSURE AFTER THE POINT OF DELIVERY TO ELIMINATE THE POTENTIAL FOR SUCH DAMAGE.
- 2.03. Water Quality.** The quality of water to be supplied and delivered by the City at the Point of Delivery shall meet the quality criteria prescribed by federal or state law for public water supply and specifically satisfy the TCEQ Drinking Water Standards Governing Drinking Water Quality and Reporting Requirements for Public Water Systems, 30 Tex. Admin. Code Chapter 290, Subchapter F, as currently in effect or as may be amended or superseded from time to time. Purchaser has satisfied itself that such Water is suitable for its needs.
- 2.04. Water Supply.** Corix and the City agree that the City shall provide the water for the operation of the Retail Water System during the term of this Agreement and the Parties do not construe this agreement to provide for supplemental, backup, peak-load, or as-available service. Notwithstanding the foregoing, if Corix requires potable wholesale water supply above the amount stated in Section 2.01, then Corix may, after written notice to the City, obtain a supplemental supply of water from an alternative service provider, and Corix will assume all costs associated with such alternative supply, including backflow prevention to protect the City Water System.
- 2.05. Manner of Water Delivery.** During the term of this Agreement, Corix shall provide retail water service to the connections within the Water Service Area.
- 2.06. Nondiscrimination.** Water service to Corix by the City shall be nondiscriminatory and consistent with City policies, ordinances, and regulations applicable to wholesale water services as established by the Burnet City Council and amended from time to time.
- 2.07. Backflow Prevention.** Corix shall be solely responsible for adopting and enforcing appropriate regulations for the control and elimination of cross-connections and conditions of backflow and back siphonage within the Retail Water System in accordance with applicable federal, state, and local laws and regulations. These controls shall include the construction of an air gap or other similar mechanism to prevent any possible backflow. If City becomes aware of any situation involving the Retail Water System that could reasonably lead to the contamination of the City's Water System or could otherwise compromise the integrity of the City's Water System, the City shall immediately notify Corix of the situation and request immediate remediation of the situation. If the City

determines that the seriousness of the situation requires such action, it may immediately, and without prior notice to Corix, take such steps to prevent the contamination or compromise of the City's Water System integrity, including, without limitation, severing connections between the City Water System and Retail Water System and terminating delivery of Water to any extent necessary.

2.08. Curtailment Restrictions. Delivery, volume, and pressure of potable water to Corix under this Agreement is subject to and limited by the City's available water supply and water system treatment and transportation capabilities. The City shall have the right to curtail or ration wholesale service to Corix in times of high system demand in the same manner and to the same extent that the City imposes such curtailment or water rationing on other wholesale customers of the City.

2.09. Temporary Curtailment of Service for Maintenance, Capital Replacement or Emergency Operations. The City shall have the right, at all times, to curtail water service in the event of a required maintenance operation, replacement of capital facilities, or emergency for a reasonable period necessary to complete such maintenance operations or capital replacement, effect emergency repairs, Forced Outage, Planned Outage or otherwise respond to emergency conditions necessitating the temporary suspension of water service or decreased volume or pressure. For any curtailment other than one caused by an emergency, the City, if possible, will give at least 72 hours telephonic notice to Corix. In the event of an emergency curtailment, the City will give telephonic notice as soon as reasonably possible.

2.10. Cooperation During Maintenance or Emergency. Corix shall cooperate with the City during periods of emergency or required maintenance or replacement of equipment and, if necessary, Corix shall, at its sole expense, discontinue, cycle, test, inspect, or otherwise operate and maintain its pumps or the Retail Water System in a manner to be necessary to the safe and efficient completion of such operations.

2.11. Operation and Maintenance. Unless otherwise agreed in writing, Corix shall be responsible for any operation, maintenance, and leakage of water of the Retail Water System.

Water Service Area. In no event shall Corix use any water delivered under this Agreement to provide water service, of any kind, outside the Water Service Area.

ARTICLE III. WATER CONSERVATION

3.01. Water Conservation Program. Corix will adopt and enforce a water conservation program sufficient to meet the requirements of TCEQ, and the LCRA requirements, including but not limited to Drought and Contingency Plan rules, and other water conservation rules, as amended. Corix shall also adopt and enforce water conservation measures and goals that are the same or a greater amount of water as under the City's plan, as amended.

ARTICLE IV. COMPLIANCE WITH STATE AND LOCAL LAWS AND REGULATIONS

- 4.01. Legal Lots Required.** Corix shall not sell taps, or otherwise permit the connection of water service, to any customer within the Water Service Area unless the property is exempt from, or in compliance with, the provisions of Chapter 232, Texas Local Government Code, as amended.
- 4.02. Agreement Subject to Applicable Law.** This Agreement will be subject to all applicable federal, state, and local rules, regulations, and laws, and of any other governmental body or agency having lawful jurisdiction.
- 4.03. Cooperation to Assure Regulatory Compliance.** As both Parties must comply with all federal, state, and local requirements to obtain permits, grants, and assistance for system sustainability and enhancement (including but not limited to construction, upgrades and studies), Corix and the City will cooperate in good faith at all times to assure compliance with any such governmental requirements where noncompliance or noncooperation may subject the Parties to penalties, loss of grants or other funds, or other adverse regulatory action.
- 4.04. Water Line Breaks.** Corix shall notify City of any water line breaks inside the Water Service Area. Corix is responsible for timely providing any required notice to Federal, State, and/or local government officials regarding water line breaks. If the Lower Colorado River Authority, under its raw water agreement with the City, or the TCEQ, or PUC, under their regulatory authority, issues any form of order or penalty for violations of applicable terms of the raw water agreement, or law, or administrative regulation, resulting from operation, maintenance, or other program associated with the Retail Water System, Corix will take all necessary action to comply with, or otherwise respond to, the order. To the fullest extent permitted by law, Corix agrees to hold the City harmless for violations that occur within the Retail Water System that arise out of the actions or inactions of Corix, and which do not arise out of the actions or inactions of the City.
- 4.05. Right of Entry.** In cooperation with and after notice to Corix, the City shall have the right of entry and access to the Retail Water System at all times in order to inspect those facilities, to investigate the source of operational or maintenance problems, for preventive purposes intended to detect, minimize, or avert operational or maintenance problems, or for any other purpose reasonably related to the provision of service. Corix shall make all arrangements reasonably required to provide such access, provided that the City provides at least one (1) working day's written notice or, in the event of an emergency, prior notice by telephone or confirmed facsimile, to a Corix representative describing the City's need for emergency access. In the event that Retail Water System operational or maintenance problems cause an imminent threat to public health and safety, and such threat is not adequately and timely resolved by Corix, the City may, but is under no obligation to, take actions reasonably necessary to resolve such threat; and Corix shall reimburse the City for all costs incurred to resolve the threat. This Agreement shall not affect the City's access for inspections conducted under any provision of Federal or State law, or the City's EPA required program governing the pretreatment, monitoring, and discharge of industrial waste.
- 4.06. Verification of Connections.** Corix will make available for inspection and copying during regular business hours, at the City's expense, all records for retail connections to the Retail

Water System. In addition, the City will have the right to inspect the Retail Water at any time to verify the type and amount of retail connections made, and Corix will provide lawful access to the City for this purpose.

ARTICLE V. RATES, CHARGES, AND BILLING

5.01. Wholesale Water Rates. Corix agrees to pay the City for all wholesale water delivered to Corix under this Agreement, in accordance with the wholesale water rate established and amended from time to time by the Burnet City Council.

5.02. Wholesale Billing and Payment. The City shall send a bill to Corix once per month setting forth the quantity of water delivered to Corix as determined by the City's periodic readings of the Master Meter installed at the Point of Delivery. Each bill shall include a due date and the total amount owed to the City based on the metered quantity of wholesale water delivered. Corix shall pay the total amount owed to the City by the due date on each bill for Wholesale Water Service. If Corix in good faith questions the amount of the bill, Corix shall follow the procedures established in the City's Utility Service Regulations, as amended. In the event of a conflict between this Agreement and the terms of the City's Utility Service Regulations, the provisions of this Agreement shall prevail.

The City may apply a late charge on past due payments in accordance with its policies and ordinances.

5.03. Effect of Default for Non-Payment. With respect to monthly wholesale water billings and monthly remittance of Commercial Revenues, if the City has not received payment from Corix by the due date, the bill shall be considered delinquent, unless contested in good faith. In such event, the City shall notify Corix of such delinquency in writing, if Corix fails to make payment of the delinquent billing within 30 days from the date of transmittal of a written notice of delinquency from the City, then the City may, at its discretion, temporarily terminate service to Corix until payment is made, subject to Corix's right of continuity of service during a good faith appeal or a disputed bill as provided by applicable state laws and regulations and the City's Utility Service Regulations, as amended.

If Corix has not paid a delinquent bill within 30 days of the above notice and there is no good faith appeal of a disputed bill pending, then the City shall have the right, at the City's sole option, to: (i) reduce service to Corix under this Agreement, or (ii) pursue such other and further remedies as the City shall deem appropriate. The remedy of full purpose annexation shall not be available to the City for any default or dispute arising out of or relating to this Agreement.

5.04. Corix's Budget. Corix agrees to adopt and manage its own water utility rates and fees. Corix agrees to manage such in a manner to ensure that all contractual and regulatory obligations and requirements are promptly and timely met.

5.05. Corix Responsible for Approval of Retail Connections. Corix will be solely responsible for the appropriate allocation of water capacity among its retail customers within the Water

Initials: City: _____

Corix: _____

Page 7 of 12

Service Area. Corix will be responsible for ensuring compliance by its retail customers with the applicable terms of this Agreement and for the proper and lawful application of Corix policies governing connection to the Retail Water.

- 5.06. Customer Connection Fees.** Corix shall be solely responsible for assessing and collect fees, rates, or any other charges and for ensuring that the assessment and collection of the same is in compliance with all applicable law.
- 5.07. Corix Fees Charged to the City.** Corix agrees that it shall not charge the City any fees or charges or require any licenses related to the Corix's operations and maintenance of the Retail Water System located within the Water Service Area.
- 5.08. Reasonableness of Rates.** Corix agrees that the Rates initially charged by the City and the policies defined in this Agreement are just and reasonable, and do not adversely affect the public interest. The Rates charged by the City are subject to modification as provided herein. Corix agrees that any such change in these Rates by the City is just and reasonable and does not adversely affect the public interest. Notwithstanding any provision to the contrary, Corix does not waive the right to file and pursue an appeal of any increase in Rates proposed or adopted by the City that is not in conformance with the terms of this Agreement.
- 5.09. Rate Case.** If a court, the PUC, or any federal or state regulatory authority finds that the City's Rates or policies for services provided under this Agreement are unreasonable or otherwise unenforceable, the City has the option to terminate this Agreement without liability to Corix, but the City shall provide Corix at least six (6) months' notice prior to such termination. If Corix initiates or participates in any proceeding regarding the Rate and the City's policies under this Agreement and advocates a position that is adverse to the City, and the City prevails, Corix shall reimburse the City for its expenses, including attorneys' fees in the proceeding, within fifteen (15) Days after the City's demand for payment.

ARTICLE VI. METERS

- 6.01. Master Water Meters Required.** All water consumed by Corix shall be measured by Master Meter(s) of a design, size, location, and configuration approved by the City Manager. The Parties agree that the Master Meter(s) will be located at the Point of Delivery as mutually agreed by the Parties..
- 6.02. Master Water Meter Requirements.** The City shall operate and maintain the Master Meter(s), and all related equipment, and may calibrate the metering equipment annually and more frequently upon request by Corix provided that the additional cost of calibrating the metering equipment shall be borne by Corix if the meter is deemed to be reading accurately. Any meter registered within American Water Works Association, or its successor, standards for that type and size of meter shall be deemed to be accurate. Unless otherwise agreed in writing, if any meter fails to register accurately for any period, the City's charge for the amount of water furnished during such period shall be determined in accordance with the

City's Utility Service Regulations as in effect on the effective date of this Agreement. The City shall read the metering equipment at least once for each monthly billing cycle.

ARTICLE VII. CONSTRUCTION OF FACILITIES

- 7.01. Construction by Corix.** Unless otherwise agreed in writing, Corix shall be solely responsible for design, engineering, financing, construction, installation, inspection, operation, maintenance, repair, and replacement of all facilities within the Retail Water System.
- 7.02. No Private Lines; Reselling of Water.** Corix has no knowledge of any existing, and shall prohibit the installation of new, privately owned water lines, mains, or appurtenances installed, maintained, or utilized in the public right-of-way within the Water Service Area in this Agreement. Corix shall not permit the resale of potable water provided by the City, even if mixed with other water sources, under this Agreement.
- 7.03. Notification of Commencement of Construction.** After all required approvals for construction are obtained but prior to commencement of construction, Corix shall provide written notice to the City Manager of the date on which construction of the facilities is scheduled to commence to allow the City to assign an inspector.
- 7.04. As-Built or Record Drawings Upon Completion of Construction.** Upon completion of construction or any portion thereof, Corix shall within 14 days provide, at Corix's expense, to the City Manager as-built drawings or record drawings of each such completed project.

ARTICLE VIII.

TERM, PERFORMANCE, AND FORCE MAJEURE

- 8.01. Term of Agreement.** This Agreement shall be effective upon execution by the authorized representatives of the City and Corix and shall continue in effect until the expiration of the City's raw water agreement with the Lower Colorado River Authority, which expires on December 31, 2034, unless earlier terminated in accordance with the provisions of this Agreement.
- 8.02. Default.** In the event that one party believes that the other party is in default of any of the provisions in this agreement, the non-defaulting party will make written demand to cure to the defaulting party and give the defaulting party up to thirty days to cure the default or, if the curative action cannot reasonably be completed within thirty days, the defaulting party will commence the curative action within thirty days and thereafter diligently pursue the curative action to completion. This period must pass before the non-defaulting party may initiate any remedies available to the non-defaulting party due to such default. The non-defaulting party shall mitigate direct or consequential damages arising from any default to the extent reasonably possible under the circumstances. The Parties agree that they will use their best efforts to resolve any disputes and may engage in nonbinding arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas before initiating any lawsuit to enforce their rights under this agreement. Nothing in this

agreement shall be construed to limit either party's right to recover damages or to seek other appropriate curative remedies if a breach of contract action is filed by a non-defaulting party to this agreement. The Ppparties agree that the remedies for a breach of this agreement by either party shall be controlled by the breach and remedy provisions set forth in this agreement.

8.03. Effect of Force Majeure. In the event that either party is rendered unable by Force Majeure to carry out any of its obligations under this Agreement, whether in whole or in part, then the obligations of that party, to the extent affected by the Force Majeure, shall be suspended during the continuance of the inability, provided, however, that due diligence is exercised to resume performance at the earliest practicable time. As soon as reasonably possible after the occurrence of the Force Majeure relied upon to suspend performance, the party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other party. The cause, as far as possible, shall be remedied with all reasonable diligence. It is understood and agreed that any settlement of strikes, lockouts and other industrial or labor disturbances shall be entirely within the discretion of the party having the difficulty and that the requirement that any Force Majeure be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts or other industrial or labor disturbances by acceding to the demands of the opposing party if the settlement is unfavorable to it in the judgment of the party having the difficulty. Force Majeure shall relieve City from liability to Corix or any water customer of Corix for failure to provide water service due to an inability covered by this Article. Force Majeure shall not relieve Corix of its obligation to make payment to the City as provided in this Agreement.

ARTICLE IX. GENERAL PROVISIONS

9.01. Notices. Any notice required or permitted to be delivered under this Agreement shall be forwarded via hand-delivery or the United States Postal Service, postage prepaid, to the addresses shown below:

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

CORIX UTILITIES TEXAS INC.

With required copy to:

Each party shall forward to the other within twenty-four hours of the filing thereof in the TCEQ or other court or agency of competent jurisdiction a true copy of any petition, application, or other instrument affecting this Agreement, whether directly or indirectly.

9.02. Address Change Procedure. The addresses of the Parties shall, until changed as provided, be as shown above. The Parties shall have the right at any time to change their respective addresses by giving written notice of same to the other party.

- 9.03. Cooperation.** The City and Corix shall cooperate with each other at all times so as to promote the efficient performance of the utility services provided hereunder.
- 9.04. Provision of Data, Documents.** Corix agrees to timely provide to the City at the City's expense all data, records, plans, and specifications, computer tapes, or other documents or information necessary or incidental to the terms of this Agreement.
- 9.05. Provision of Further Documents.** Corix shall execute and deliver such other legal documents or instruments and perform such other acts as are necessary to effectuate the purposes and intent of this Agreement.
- 9.06. Severability.** The provisions of this Agreement are severable, and if any part of this Agreement or the application thereof to any person or circumstances is ever held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such part of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained herein.
- 9.07. Entire Agreement.** This Agreement, including any exhibits attached and made a part by reference for all purposes, constitutes the entire agreement between the Parties relative to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements, representations, covenants, or warranties, whether oral or in writing, respecting the subject matter.
- 9.08. Previous Contracts.** This Agreement by the Parties supersedes all prior Agreements between the Parties.
- 9.09. Compliance with Rules.** Corix agrees to file a copy of this Agreement with the Executive Director of the Public Utility Commission, it being fully recognized by the Parties that the effectiveness of this contract is dependent upon and subject to compliance with all applicable local, State, and Federal rules and laws.
- 9.10. Amendment.** No amendment of this Agreement shall be effective unless it is executed by the authorized representatives of the City and Corix; provided however, the Parties agree to make future amendment to this Agreement to the extent that may be required under current, or future, federal, state or local law or as provided in Section 9.13.
- 9.11. No Third-Party Beneficiary.** This Agreement shall be construed as an interlocal contract respecting the performance of governmental services and nothing herein shall be construed to confer any right, privilege, or benefit on any person or entity not a party hereto or otherwise creates any vested right or third-party beneficiary relationship.
- 9.12. Good Faith.** Each Party agrees that: (i) it will not unreasonably withhold or condition or unduly delay any consent, approval, decision, determination, or other action which is required or permitted under the terms of this Agreement, and (ii) it will act in good faith and shall at all times deal fairly with the other party.

9.13. LCRA Water Sales Contract. It is the intent of the Parties that this Agreement does not in any way imperil the City's ability to receive water under the terms and conditions of its current Water Service Contract with LCRA. Therefore, notwithstanding any provision contained herein to the contrary, the Parties agree to amend and reform this Agreement to the extent necessary to resolve any objection lodged by LCRA, that if not resolved, would require the City to amend its current contract with LCRA; it being the the intent of the Parties that this Agreement in no way jeopardizes the City's rights under its current contract with LCRA.

9.14. Governing Law. This Agreement shall be construed under the laws of the State of Texas and all obligations of the Parties are deemed performable in Burnet County, Texas.

9.15. Venue. Venue for any suit arising under this Agreement shall be in Burnet County.

9.16. Assignment. Neither party may assign its rights and obligations hereunder without the prior written consent of the other.

9.17. Multiple Originals. This Agreement may be executed in multiple originals, each of equal dignity.

9.18. Effective Date. This Agreement shall become effective upon the Effective Date.

IN WITNESS WHEREOF, the authorized representatives of the City and Corix have executed this Agreement as of the date(s) set forth below.

CITY OF BURNET:

By: _____

Name:

Title:

Date: _____

CORIX:

By: _____

Name:

Title:

Date: _____

Reed Ranch Agreement Exhibit

Exhibit "B"
Partial Release of Easement Rights

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PARTIAL TERMINATION, RELEASE AND DISCHARGE OF EASEMENT RIGHTS

Reference is herein made to the following easements: Water Treatment Plant Easement granted to the City of Burnet, Texas (hereinafter "City") dated September 23, 1985, recorded in Volume 366, Page 103, Deed Records of Burnet County, Texas and Pipeline Easement and Right-Of-Way granted to City and recorded in Volume 364, Page 387, Deed Records of Burnet County, Texas (hereinafter collectively the "Easements") The Water Treatment Plant Easement granted the City the right to operate a municipal water treatment plant on the easement property; and the Pipeline Easement and Right-Of-Way granted the City the right to operate a water transmission line on the easement property (hereinafter collectively the "City Easement Rights"). In consideration for granting the City Easement Rights, the Grantor reserved for itself certain water service and water line tap rights (hereinafter collectively "Reed Ranch Easement Rights")

WHEREAS, GRANITE PARTNERS, LLC owns the real property that is benefitted by the Reed Ranch Easement Rights, said real property more particularly described in that certain Warranty Deed with Vendor's Lien dated May 26, 2020, and recorded at Document No. 202005998 of the Official Public Records of Burnet County, Texas ("Reed Ranch"); and

WHEREAS, GRANITE PARTNERS, LLC partially terminated, released, and discharged the Reed Ranch Easement Rights, but not the City's Easement Rights, as they pertain to Reed Ranch Estates, Phase One by instrument recorded in the Official Public Records of Burnet County, Texas as Document No. 202110927; and

WHEREAS, GRANITE PARTNERS, LLC conveyed a ____ acre tract within the Reed Ranch, by instrument recorded in the Official Public Records of Burnet County, Texas, as Document No. _____, (""); and

Partial termination, release, and discharge of easements rights

WHEREAS, GRANITE PARTNERS, LLC prior to said conveyance, partially terminated, released, and discharged the Reed Ranch Easement Rights, but not the City's Easement Rights, as they pertain to _____ by instrument recorded in the Official Public Records of Burnet County, Texas as Document No. _____; and

WHEREAS, GRANITE PARTNERS, LLC as partial consideration for the City's agreement to provide water service to an area within the Reed Ranch is desirous of partially terminating, releasing, and discharging the Reed Ranch Easement Rights as they pertain to the entirety of the Reed Ranch.

NOW THEREFORE, GRANITE PARTNERS, LLC, for the mutual covenants and consideration otherwise acknowledged, hereby terminates, abandons, releases, discharges all rights set forth in the Easement, as to the Reed Ranch; and, the Reed Ranch Easement Rights shall be terminated, abandoned, released, and discharged herein. Notwithstanding the forgoing, all rights benefiting the City as set forth in the Easements shall remain in full force and effect as of the effective dates of said Easements and the City's Easement Rights are unaffected by this partial termination, abandonment, release, and discharge.

The remainder of this page intentionally blank and signature page to follow.

Partial termination, release, and discharge of easements rights

To be effective as of the date first set out above.

RELEASOR:
GRANITE PARTNERS, LLC

APPROVED BY EASEMENT HOLDER:
CITY OF BURNET

By: _____
Michael G. MacDougall, Manager

By: _____
Crista Goble Bromley, Mayor

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 20____, by Michael G. MacDougall, as Manager and on behalf of Granite Partners, LLC, GRANTOR.

Notary Public, State of Texas

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF BURNET §

This instrument was acknowledged before me on this ____ day of _____, 20____, by Crista Goble Bromley, as Mayor and on behalf of, the City of Burnet.

Notary Public, State of Texas

After recording, return to:

City of Burnet
P.O. Box 1369
Burnet, Burnet County, Texas 78611-7369
Attn: City Secretary

Exhibit: Partial Release of Pipeline Easement and Rights of Way Agreement

Exhibit A
Legal description of 15-foot-wide utility easement



Willis and Associates
LAND SURVEYORS & PLANNERS

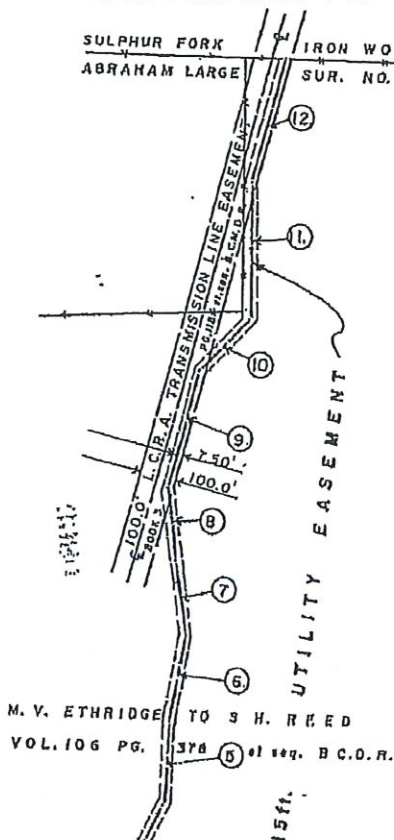
210 main & marble buildings & 70994

EXHIBIT 'A'

NO SCALE

VOL 364 PAGE 395

SULPHUR FORK
ABRAHAM LARGE
IRON WORKS SUR. NO. 5
SUR. NO. 32



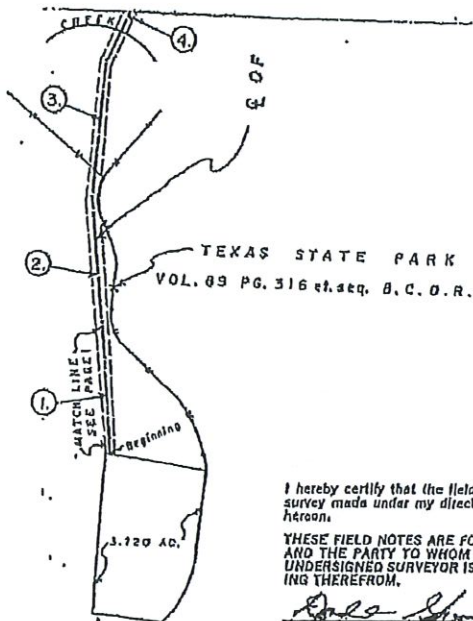
STATE OF TEXAS:
COUNTY OF BURNET:

Field notes of a 15 ft. wide utility easement out of the Abraham Large League and Labor Survey No. 32, Abstract No. 532 of Burnet County, Texas; also being within that certain tract of land conveyed by M. V. Ethridge et al. to S. H. Reed as recorded in Volume 106, Page 378 et seq. of the Burnet County Deed Records, Burnet County, Texas, the centerline of which is described as follows:

Beginning at a point in the centerline of said 15 ft. wide utility easement as follows:

1. N 82° 55' 17" E 2,158.05 ft.,
2. N 80° 34' 57" E 1,355.33 ft.,
3. N 89° 45' 58" E 1,541.50 ft.,
4. S 69° 49' 42" E 793.10 ft.,
5. N 87° 44' 33" E 483.00 ft.,
6. S 84° 43' 22" E 660.28 ft.,
7. N 76° 36' 25" E 846.27 ft.,
8. N 81° 04' 07" E 715.47 ft.,
9. S 77° 41' 00" E 2,744.84 ft.,
10. S 45° 26' 21" E 198.72 ft.,
11. N 89° 33' 39" E 400.18 ft.,
12. S 77° 41' 00" E 1,760.80 ft. to a point in a fence line and at or near the East line of said Abraham Large Survey No. 32 and the West line of the S.F.I.W. Survey No. 5 of Burnet County, Texas, from which point the Southeast corner of the Abraham Large Survey No. 32 bears S 00° 19' 00" W 4,232.55 ft.,

M. V. ETHRIDGE TO S. H. REED
VOL. 106 PG. 378 et seq. B.C.O.R.



VOL 364 PAGE 396

I hereby certify that the field notes hereon represent the results of an on the ground survey made under my direction and supervision and that all corners are as described hereon.

THESE FIELD NOTES ARE FOR THE EXCLUSIVE USE OF CITY OF BURNET AND THE PARTY TO WHOM SAID PERSON CONVEYS SUBJECT PROPERTY AND THE UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE TO OTHERS FOR ANY LOSS RESULTING THEREFROM.

E. DeLancy Date 7/1/85
Field - E. DeLancy Job No. 6007 Office - J. Marcinka

FILED FOR RECORD 20 DAY OF MAY, A.D., 1986, AT 10:27 O'CLOCK 9 M.
RECORDED THIS THE 21ST DAY OF MAY, A.D., 1986, AT 11:03 O'CLOCK 9 M.
MILLIE WILLIAMS, COUNTY CLERK, BURNET COUNTY, TEXAS. BY: J. B. Burt DEPUTY.

Reed Ranch Agreement Exhibit

Exhibit "C": Special Warranty Deed.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

DATE: _____, 2021

GRANTOR: Granite Partners, LLC, a Delaware limited liability company

GRANTOR'S MAILING ADDRESS: 2431 Woolridge Drive,
Austin, Travis County, Texas 78709

GRANTEE: City of Burnet, a Texas home rule municipality

GRANTEE'S MAILING ADDRESS: P.O. Box 1369
Burnet, Burnet County, Texas 78611-7369

Consideration: One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property and Easement:

Property (including any improvements): Approximately 4.95 acres of real property located in Burnet County, Texas, as more particularly described on the field notes and survey shown on **Exhibit "A"**; and the survey shown on **Exhibit "B"**.

Rights-of-Way Easement: As shown on **Exhibit "B"** and the field notes shown on **Exhibit "C"**, included with this conveyance is a grant of a twenty-foot-wide rights-of-way easement authorizing Grantee to clear, construct, maintain, replace and repair rights-of-way for the purpose of providing access and utilities to the Property from State Park Road 4 and for the maintenance to the Property's perimeter fence.

The above referenced Exhibits being attached to, and incorporated in, this Special Warranty Deed for all purposes.

Reservations from Conveyance: An assignable, non-exclusive, aerial electrical easement over the Property for the placement, maintenance, repair, and replacement of 3-phase overhead lines and one existing utility pole (Pedernales Electric Cooperative utility pole tagged 106417 and 30855. The easement reserved herein shall be subject to the following restrictions: (i) minimum height of the lowest overhead line shall be 15 feet to assure no interfere with Grantee's operations of the existing water treatment plant on the Property; (ii) the easement shall be fixed

to be fifteen-feet in width with its centerline parallel with the 3-phase overhead line and shall run along the southern boundary of the Property.

Exceptions to Conveyance and Warranty: This conveyance is made subject to any validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and standby fees, and assessments from any taxing authorities for 2021 and subsequent years, the payment of which Grantee assumes, and subsequent assessments for this and prior years due to changes in land usage or ownership, or both, the payment of which Grantee assumes.

AND SAID GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property and Easement, together with all and singular the rights and appurtenances thereto in any way belonging, TO HAVE AND TO HOLD it to Grantee and Grantee's heirs, successors, and assigns and Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property and Easement to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor but not otherwise.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESSED OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

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

Signature page to follow:

IN WITNESS WHEREOF, the Grantor herein has executed this Warranty Deed to be effective the Day and Year written above.

GRANTOR
Granite Partners LLC

By: _____
Michael G. MacDougall, Manager

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2021, by **Michael G. MacDougall** for and on behalf of **Granite Partners LLC**, in his official capacity as manager for said company.

NOTARY PUBLIC, STATE OF TEXAS

ACCEPTED BY GRANTEE:
CITY OF BURNET

By: _____
Crista Goble Bromley, Mayor

THE STATE OF TEXAS §
 §
COUNTY OF BURNET §

This instrument was acknowledged before me on the ____ day of _____, 2021, by Crista Goble Bromley for and on behalf of the City of Burnet in her official capacity as mayor for said municipality.

AFTER RECORDING RETURN TO:

CITY OF BURNET, TEXAS
P.O. Box 1369
1001 Buchanan Drive, Suite 4
Burnet, Texas 78611

Exhibit: Reed Ranch Water Treatment Plant Deed

Exhibit A
Field Notes of 4.95 Acres

HAMBRIGHT LAND SURVEYINGP.O. BOX 1226
JOHNSON CITY, TEXAS 78636PHONE: (830) 868-2574
TEXAS FIRM NO. 100587-00SEPTEMBER 7, 2021, JOB NO. 021-135, FIELD NOTE NO. 021-135-15, PROJECT:
4.93 ACRES**FIELD NOTES**

A DESCRIPTION OF 4.93 ACRE OF LAND BEING A 1.23 ACRE PORTION OF THAT CERTAIN 2397.14 ACRES DESCRIBED IN CLERKS DOCUMENT NO. 202005998 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS AND BEING ALL OF THAT 3.720 ACRE WATER TREATMENT PLANT EASEMENT TO THE CITY OF BURNET (AS FENCED AND OCCUPIED UPON THE GROUND) DESCRIBED IN VOLUME 366, PAGE 103 OF THE DEED RECORDS OF SAID COUNTY, SITUATED IN THE ABRAHAM LARGE LEAGUE AND LABOR SURVEY NO. 32, ABSTRACT NO. 532 IN SAID COUNTY, SAID 4.93 ACRES AS SHOWN ON THE ACCOMPANYING MAP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 3 inch metal fence post found for the southeast corner of said 4.93 acres, being the southeast corner of said 3.720 acres, being in the south line of said 2397.14 acres and being in the north right of way line of State Park Road No. 4;

THENCE along the south line of said 4.93 acres, being the south line of said 3.720 acres and being the north line of said State Park Road No. 4, N88°36'58"W, 254.49 feet to a point of curvature and at a distance of 245.40 feet along the arc of a curve to the right having a radius of 343.25 feet pass a 3 inch metal fence post found for the southwest corner of said 3.720 acres, a total arc distance of 272.52 feet continuing along said curve to the right having a radius of 343.25 feet, a delta angle of 45°29'23" and a chord which bears N65°53'02"W, 265.42 feet to a ½ inch iron rod set for the southwest corner of said 4.93 acres;

THENCE along the west line of said 4.93 acres, being the west line of said 1.23 acres, crossing said 2397.14 acres, being 20 foot west of and parallel with the west line of said 3.720 acres, N02°08'00"E, 269.54 feet to a ½ inch iron rod set for a lower northwest corner of said 4.93 acres, being a lower northwest corner of said 1.23 acres;

THENCE along a lower north line of said 4.93 acres, being a lower north line of said 1.23 acres, continuing to cross said 2397.14 acres, being 20 foot north of and parallel with the north line of said 3.720 acres, S87°53'26"E, 233.40 feet to a ½ inch iron rod set for a lower north corner of said 4.93, being a power north corner of said 1.23 acres;

THENCE along the north line of said 4.93 acres, being the north line of said 1.23 acres, continuing to cross said 2397.14 acres, N43°04'58"E, 150.11 feet to a ½ inch iron rod set and N89°34'24"E, 234.59 feet to a ½ inch iron rod set for the northeast corner of said 4.93 acres, being the northeast corner of said 1.23 acres;

THENCE along the east line of said 4.93 acres, being the east line of said 1.23 acres, continuing to cross said 2397.14 acres, S02°45'49"W, 123.72 feet to a ½ inch iron rod set and S25°18'36"W, 164.40 feet to a ½ inch iron rod set in the east line of said 3.720 acres;

THENCE continuing along the east line of said 4.93 acres, being the east line of said 3.720 acres, S01°59'44"W, 214.67 feet to the **POINT OF BEGINNING** containing 4.93 acres of land, more or less.

FN 021-135-15

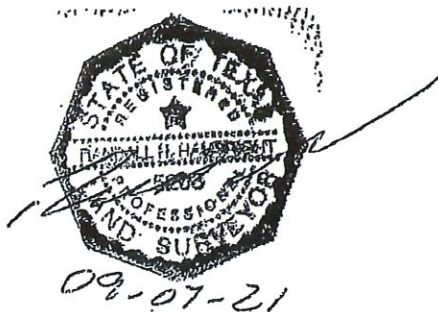


Exhibit: Reed Ranch Water Treatment Plant Deed

Exhibit B
Survey of 4.95 Acres and Twenty-Foot-Wide Easement

LEGEND

- 1/2" IRON ROD SET
- ⊙ 1/2" IRON ROD FOUND
- △ CALCULATED POINT
- x- WIRE FENCE
- FENCE POST

CURVE	LENGTH	DELTA	RADIUS	DIRECTION	CHORD
C1	27.12	04° 31' 36"	343.25	N45° 24' 09" W	27.11

23.37 ACRES
PORTION OF
2397.14 ACRES
DOCUMENT NO. 202005998

I, RANDALL H. HAMBRIGHT, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT I HAVE MADE A SURVEY ON THE GROUND OF THE PROPERTY SHOWN HEREON.

07-25-21

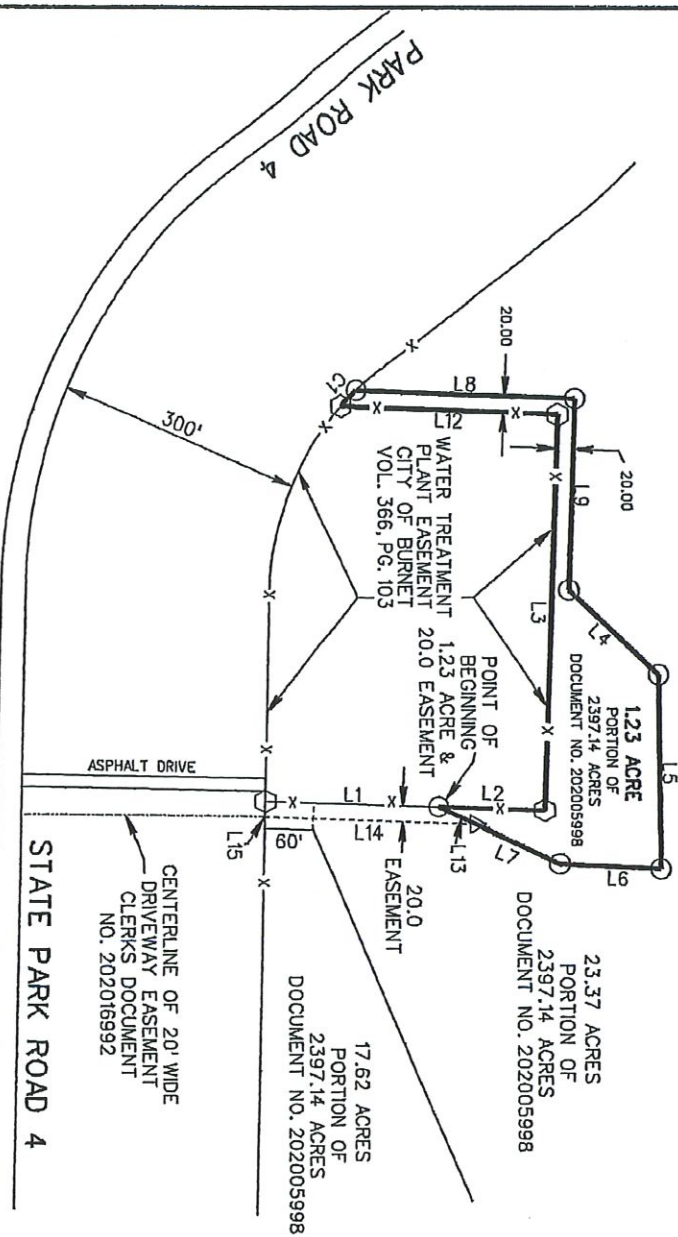
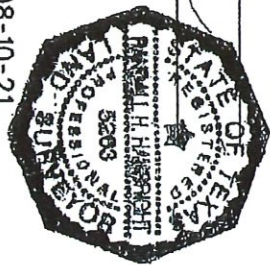
DATE

RANDALL H. HAMBRIGHT, R.P.L.S.

STATE OF TEXAS REGISTRATION NO. 5263

COUNTY SURVEYOR, BLANCO COUNTY, TEXAS

REVISED 08-10-21



LINE	DIRECTION	DISTANCE
L1	N01° 59' 44" E	214.67
L2	N01° 56' 01" E	131.11
L3	N87° 52' 52" W	479.46
L4	N43° 04' 58" E	176.53
L5	N89° 34' 24" E	234.59
L6	S02° 45' 14" W	123.72
L7	S25° 18' 36" W	164.40
L8	N02° 08' 00" E	269.54
L9	S87° 53' 26" E	233.40
L10	S43° 04' 58" W	26.43
L12	S02° 10' 02" W	267.86
L13	N25° 18' 36" E	50.53
L14	S01° 59' 44" W	261.08
L15	N88° 36' 59" W	20.00

DATE: 07-25-21

JOB NO. 021-135-10

HAMBRIGHT LAND SURVEYING

P.O. BOX 1226
JOHNSON CITY, TEXAS 78636
PHONE (830) 868-2574
EMAIL: HAMBRIGHTSURVEY@GMAIL.COM
TEXAS FIRM NO. 100587-00

MAP TO ACCOMPANY FIELD NOTE NO. 021-135-10

SURVEY OF 1.23 ACRE SITUATED IN
THE ABRAHAM LARGE LEAGUE AND LABOR
SURVEY NO. 32, ABSTRACT NO. 532,
BURNET COUNTY, TEXAS

BEARING BASIS IS NAD 1983, GRID NORTH
TEXAS CENTRAL ZONE 5376

Exhibit: Reed Ranch Water Treatment Plant Deed

Exhibit C
Field Notes of Twenty-Foot-Wide Easement

HAMBRIGHT LAND SURVEYING

P.O. BOX 1226
JOHNSON CITY, TEXAS 78636

PHONE: (830) 868-2574
TEXAS FIRM NO. 100587-00

TOGETHER WITH A 20 FOOT WIDE EASEMENT DESCRIBED AS FOLLOWS

BEGINNING at a ½ inch iron rod set for the northwest corner of said 20 foot wide easement, being an upper south corner of said 1.23 acre and being in the east line of said City of Burnet Water Treatment Plant;

THENCE along the north line of said 20 foot wide easement, being the southeast line of said 1.23 acre, N25°18'36"E, 50.52 feet to a point for the northeast corner of said 20 foot wide easement;

THENCE along the east line of said 20 foot wide easement, crossing said 2397.14 acres, S01°59'44"W, 261.08 feet to a point for the southeast corner of said 20 foot wide easement, being in the south line of said 2397.14 acres and being in the north line of said State Park Road No. 4;

THENCE along the south line of said 20 foot wide easement, being the north line of said Road, N88°36'59"W, 20.00 feet to a 3 inch metal post for the southwest corner of said 20 foot wide easement, being the southeast corner of said Water Treatment Plant;

THENCE along the west line of said 20 foot wide easement, being the east line of said Water Treatment Plant, N01°59'44"E, 214.67 feet to the **POINT OF BEGINNING**.



Reed Ranch Agreement Exhibit

Exhibit "D"
Resolution of City Council.

Reed Ranch Agreement Exhibit

Exhibit "E":
Resolution of Developer.

Reed Ranch Agreement Exhibit

Exhibit "F":
Developer's corporate documents.



Administration

ITEM 5.1

David Vaughn
City Manager
512.715.3208
dvaughn@cityofburnet.com

Agenda Item Brief

Meeting Date: September 14, 2021

Agenda Item: Executive Session: Executive Session: Pursuant to Texas Government Section 551.074 (entitled *deliberations to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee*”) City Council shall convene in executive session to discuss the possible appointment of a presiding municipal court judge: D. Vaughn:

Information:

Fiscal Impact: To be determined.

Recommendation: To be determined by Council.



Administration

ITEM 6.1

David Vaughn
City Manager
512.715.3208
dvaughn@cityofburnet.com

Agenda Item Brief

Meeting Date:	September 14, 2021
Agenda Item:	Discuss and consider action: City Council shall reconvene to regular session and may take appropriate action on matters discussed in Executive Session: Mayor Bromley
Background:	
Information:	
Fiscal Impact:	To be determined.
Recommendation:	A motion to direct the City Manager to prepare an ordinance for City Council for the appointment of a Presiding Municipal Judge as determined in Executive Session.