



## **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 **28<sup>th</sup> 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 Financial Report: P. Langford

1.2) Chamber of Commerce Report

1.3) Proclamation: World Teacher's Day: 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 September 14<sup>th</sup>, 2021 Workshop Meeting Minutes

2.2) Approval of the September 14<sup>th</sup>, 2021 Regular City Council Meeting Minutes

2.3) Consent: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY, TO ACCEPT A PUBLIC UTILITY EASEMENT FROM MISTER BUBBLES WASH, LLC: D Vaughn

### **3. PUBLIC HEARING:**

None

### **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 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

4.3) 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 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

4.4) 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 DESCRIBED AS 806 EAST LEAGUE STREET (LEGAL DESCRIPTION: PORTION OF 5 ACRES, 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 : L. Kimbler

4.5) Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS, APPROVING A FRANCHISE FOR SOLID WASTE AND RECYCLING COLLECTION SERVICES IN THE CITY OF BURNET, TEXAS TO AL CLAWSON DISPOSAL, INC.; PRESCRIBING GENERALLY FOR THE OPERATION OF SUCH SERVICES; PROVIDING FOR ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE AND AN OPEN MEETINGS CLAUSE; AND PROVIDING FOR RELATED MATTERS: D. Vaughn

4.6) Discuss and consider action: AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AMENDING CHAPTER 90, SECTIONS 90-51 OF THE CITY OF BURNET CODE OF ORDINANCES; SETTING SOLID WASTE AND RECYCLING DISPOSAL RATES; PROVIDING AN EFFECTIVE DATE; PROVIDING SEVERABILITY AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR OTHER RELATED MATTERS: D. Vaughn

4.7) Discuss and consider action: Awarding the Contract for Depository Services Effective 2021-2026: P. Langford

4.8) Discuss and consider action: Authorize the City Manager to enter into the Municipal Electric Utilities Mutual Assistance Program with LCRA and its electric customers: G.Courtney

4.9) 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, GOLF COURSE PURCHASE OR OTHER CHARGE; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: D. Vaughn

4.10) Discuss and consider action: Approval of TxDot Aviation 2021 - 2022 Routine Airport Maintenance Program (RAMP) grant and designation of authorized representative: A. Field

4.11) Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING AN AMENDMENT TO A REAL ESTATE CONTRACT WITH DELAWARE SPRINGS RANCH INVESTMENTS LLC, FOR THE SALE OF APPROXIMATELY 42 ACRES OF CITY LAND LOCATED WEST OF THE BURNET MUNICIPAL GOLF COURSE; AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT ON BEHALF OF THE CITY: H. Erkan

**5. 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.

**6. ADJOURN:**

Dated this the 24<sup>th</sup> 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 24, 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.

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Leslie Kimbler, Asst. 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).*





# CITY OF BURNET

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## FINANCIAL REPORT

FYTD AUG 2021

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*Bluebonnet Capital of Texas - Lakes, Hills, History*



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## CITY OF BURNET FYTD AUG 2021 FINANCIAL SUMMARY

**FY 2021**

### GENERAL FUND

The General Fund ended August with a profit of \$1,476,361. The fund is continuing to perform well mainly due to strong revenue collections.

Total revenues ended August at 100% of budget. Current Property Tax Collections are at 101% of budget and have increased \$216,000 over last year. Sales tax revenues are at 108% of budget and have increased \$311,000 over last year. EMS transport revenues are tracking well at 108% of budget and have increased over \$178,000 over last year. And finally, Transfers In from other funds are on track for this time at 91% of budget and have increased over \$168,000 compared to last year.

Expenses in total are tracking at 90% of budget which is on target for this time.

Overall, the General Fund is tracking very well with the budget.

### GOLF COURSE

The Golf Course ended August with a profit of \$252,704 which is a fiscal year to date improvement of about \$323,000 over this time last year. Total Revenues are at 117% of budget with the most significant increase being in Green Fee/Cart Rental revenues.

Green Fee Rounds for the year are up 29% and Green Fee/Cart Rental revenues per round have increased from \$27.84 to \$33.27. The increase in revenue per rounds is due to the March 2020 rate increase and fewer discounts on green fees.

Total expenses are tracking at 89% of budget which is on track with our target for this time.

Overall, the Golf Course is having an exceptional year.

### ELECTRIC FUND

The Electric fund ended August with a profit of \$449,405. Revenues are on track with the budget for this time of year and year to date consumption is consistent with last year.

Compared to last year, expenses have increased, and our net profit is down mainly because the transfer to the General Fund for the return on investment (ROI) has increased. This was expected because the calculation for ROI was increased this year from .019 to .020 of billed consumption.

Overall, the fund is in great shape and the net has already exceeded budget.



## CITY OF BURNET FYTD AUG 2021 FINANCIAL SUMMARY

**FY 2021**

### WATER/WASTEWATER

The Water/Wastewater fund ended August with a profit of \$895,678. Revenues in total are tracking very well with the budget for this time. Compared to last year, consumption was high during the beginning of the year but has decreased during the summer months. Year to date, consumption is down about 2%.

Water/Wastewater expenses are tracking below budget for this time at 84%. Personnel costs have been tracking below budget because of several vacancies and Repair and Maintenance costs are tracking below average.

Overall, the fund is in great shape and the net has already exceeded budget.

### AIRPORT

The Airport Fund ended August with a profit of \$184,847. Revenues are tracking ahead of budget at 125% because of increased fuel sales. Avgas gallons sold are up 36% and Jet gallons sold are up 86% from last year.

Airport expenses are tracking at 98% of budget which is slightly higher than the average for this time mainly because of the expenses associated with the increasing fuel sales. However, that increase is being more than offset by the increase in revenues.

Overall, the airport fund is in great shape.

### UNRESTRICTED CASH RESERVES

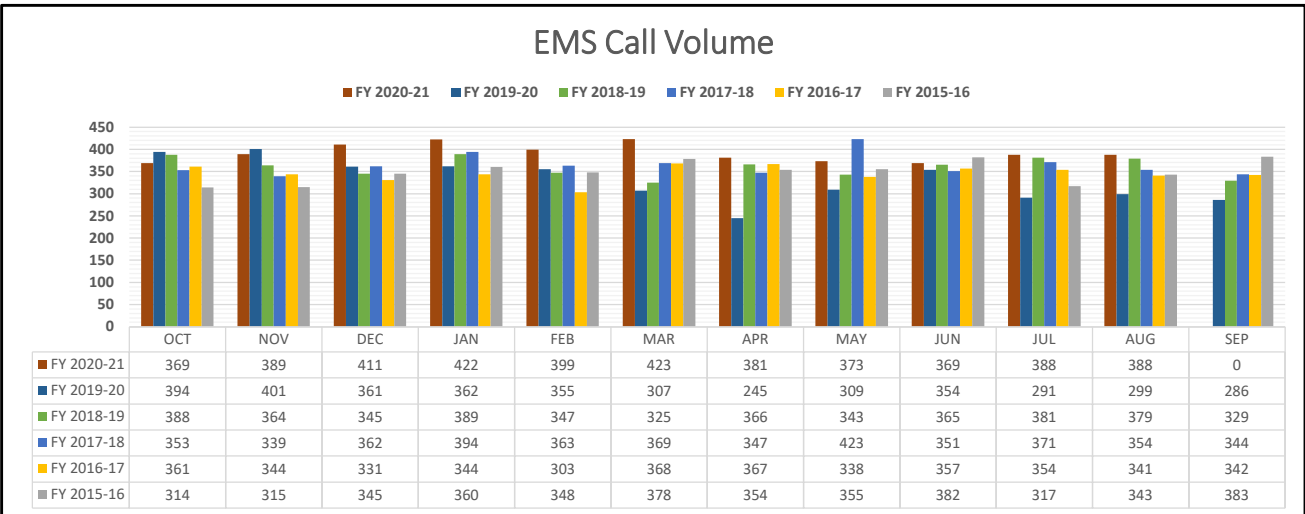
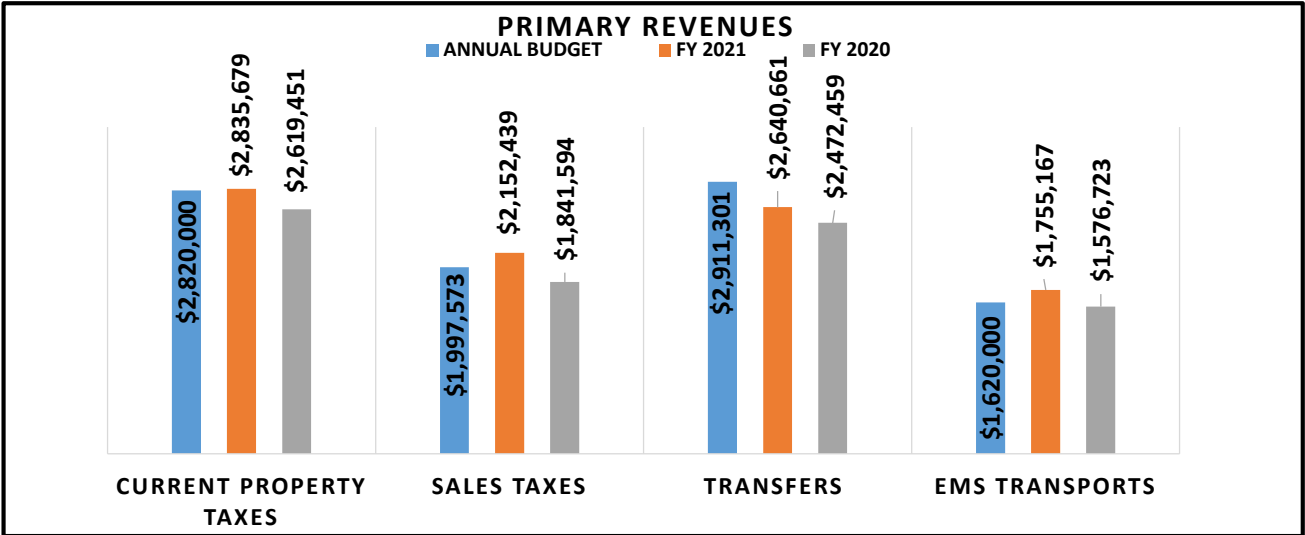
The total unrestricted cash balance for the City as of August 31 was \$7,601,259. That is \$3,567,259 above our 90-day required reserve amount.

In addition to the unrestricted cash balance, the City has \$3,036,984 remaining in accounts restricted by council. Those accounts include the self-funded equipment reserve, capital equipment reserve, LCRA credit reserve, and the \$793,661.53 received from the American Rescue Plan.

## GENERAL FUND DASHBOARD

### CURRENT RESULTS COMPARISON

	ANNUAL BUDGET	ACTUAL FYTD Aug 2021	% OF BUDGET	PY BUDGET 2019-2020	ACTUAL FYTD Aug 2020	% OF BUDGET
REV	\$ 11,834,714	\$ 11,872,067	100%	\$ 11,589,698	\$ 10,916,230	94%
EXPENSES	11,488,859	10,395,705	90%	11,245,499	9,997,239	89%
PROFIT (LOSS)	\$ 345,855	\$ 1,476,361		\$ 344,199	\$ 918,990	



### EMS CALLS FYTD

2020-2021	4,312
2019-2020	3,678
OVER (UNDER)	634
% increase (decrease)	17%

City of Burnet  
Financial Report  
FYTD Aug 2021

% of year completed: 91.66%

GENERAL FUND						
	ANNUAL BUDGET 2020-2021	ACTUAL FYTD Aug 2021	% OF BUDGET	PY BUDGET 2019-2020 (ORIGINAL)	PY ACTUAL FYTD Aug 2020	% OF BUDGET
<b>REVENUE</b>						
Ad Valorem Taxes	\$ 2,877,000	\$ 2,895,789	101%	\$ 2,677,000	\$ 2,669,125	100%
Sales Tax	1,997,573	2,152,439	108%	1,810,000	1,841,594	102%
Fire Department Revenue	2,222,788	2,395,844	108%	2,451,713	2,126,747	87%
Planning and Zoning fees	86,200	101,628	118%	86,070	121,049	141%
Allocation Transfers	2,911,301	2,640,661	91%	2,754,977	2,472,459	90%
Trash Collections	1,073,927	1,008,202	94%	1,011,070	953,483	94%
Police Department Revenue	227,825	208,303	91%	291,768	287,226	98%
Municipal Court Fines	115,000	114,502	100%	115,000	99,928	87%
Other taxes and franchise fees	155,000	161,094	104%	155,000	158,912	103%
BEDC payments for service	85,000	77,917	92%	85,000	77,917	92%
Rental Fees	30,600	21,480	70%	32,600	26,027	80%
Interest Income	25,000	2,004	8%	67,000	25,991	39%
Misc Revenue	2,500	67,202	2688%	2,500	30,773	1231%
Transfer from Hotel Motel fund	25,000	25,000	100%	50,000	25,000	50%
Use of Fund Balance and Covid Grant	2,816,319	2,192,036	78%	2,332,000	1,929,923	83%
<b>Total Revenue</b>	<b>\$ 14,651,033</b>	<b>\$ 14,064,103</b>	<b>96%</b>	<b>\$ 13,921,698</b>	<b>\$ 12,846,153</b>	<b>92%</b>
<i>Total Revenue less fund balance</i>	<i>\$ 11,834,714</i>	<i>\$ 11,872,067</i>	<i>100%</i>	<i>\$ 11,589,698</i>	<i>\$ 10,916,230</i>	<i>94%</i>
<b>OPERATING EXPENSES</b>						
Mayor & Council	\$ 15,820	\$ 11,488	73%	\$ 24,450	\$ 10,953	45%
Admin (including op subsidy to golf )	2,027,945	1,722,982	85%	1,942,911	1,568,396	81%
Police	2,584,053	2,351,538	91%	2,490,996	2,328,265	93%
Municipal Court	59,759	59,524	100%	61,841	62,521	101%
Fire/EMS	3,897,230	3,693,132	95%	3,823,423	3,427,513	90%
Sanitation	901,822	843,491	94%	846,438	804,820	95%
Streets	698,775	552,824	79%	739,478	672,536	91%
Parks	673,767	617,342	92%	696,176	563,956	81%
Development Services	415,074	346,142	83%	405,148	364,631	90%
City Shop	109,614	105,294	96%	109,638	99,097	90%
Community Development	-	-		-	-	
Galloway Hammond	105,000	91,948	88%	105,000	94,552	90%
Sub-total	\$ 11,488,859	\$ 10,395,705	90%	\$ 11,245,499	\$ 9,997,239	89%
<b>CAPITAL/OTHER EXP (USES OF FUND BAL)</b>						
Transfers to Capital Funds/Self Fund	\$ 1,615,000	\$ 990,718	61%	\$ 2,332,000	\$ 1,810,596	78%
Coronavirus expenses	-	-		-	119,327	
Transfer to Debt Service (early defeasance)	1,146,972	1,146,972				
Other expenses	54,347	54,347	100%	-	-	
	<b>\$ 2,816,319</b>	<b>\$ 2,192,036</b>	<b>78%</b>	<b>\$ 2,332,000</b>	<b>\$ 1,929,923</b>	<b>83%</b>
<b>Total Expenses</b>	<b>\$ 14,305,178</b>	<b>\$ 12,587,742</b>	<b>88%</b>	<b>\$ 13,577,499</b>	<b>\$ 11,927,162</b>	<b>88%</b>
<i>Total Expenses less capital/other</i>	<i>\$ 11,488,859</i>	<i>\$ 10,395,705</i>	<i>90%</i>	<i>\$ 11,245,499</i>	<i>\$ 9,997,239</i>	<i>89%</i>
<b>Net Profit (Loss)</b>	<b>\$ 345,855</b>	<b>\$ 1,476,361</b>		<b>\$ 344,199</b>	<b>\$ 918,990</b>	

City of Burnet  
Financial Report  
FYTD Aug 2021

% of year completed: 91.66%

**GENERAL FUND**

	ANNUAL BUDGET 2020-2021	ACTUAL FYTD Aug 2021	% OF BUDGET		PY BUDGET 2019-2020 (ORIGINAL)	PY ACTUAL FYTD Aug 2020	% OF BUDGET
<b>REVENUE</b>							
Ad Valorem Taxes:							
Current Taxes Real Property	\$ 2,820,000	\$ 2,835,679	101% <b>A</b>	\$	2,620,000	\$ 2,619,451	100%
Delinquent Taxes Real Property	35,000	32,948	94%		35,000	26,923	77%
Penalty & Interest	22,000	27,162	123%		22,000	22,750	103%
Sub-total	2,877,000	2,895,789	101%		2,677,000	2,669,125	100%
Sales Tax	1,997,573	2,152,439	108% <b>B</b>		1,810,000	1,841,594	102%
Fire Department Revenue:							
EMS fees	1,620,000	1,755,167	108%		1,875,000	1,576,723	84%
Fire/EMS interdepartmental fees	584,588	509,206	87% <b>C</b>		556,513	464,428	83%
Misc Fire Revenue	18,200	131,472	722% <b>D</b>		20,200	85,595	424%
Sub-total Fire Revenue	2,222,788	2,395,844	108%		2,451,713	2,126,747	87%
Planning and Zoning fees	86,200	101,628	118%		86,070	121,049	141%
Allocation Transfers In:							
Return on Investment	1,665,263	1,503,645	90%		1,550,000	1,420,385	92%
In-Lieu of Property Tax	126,765	120,487	95%		124,905	119,643	96%
In-Lieu of franchise	211,275	200,811	95%		208,175	199,406	96%
Admin Allocations	853,191	763,072	89%		817,078	683,477	84%
Shop Allocations	54,807	52,647	96%		54,819	49,549	90%
Sub-total Allocation Transfers	2,911,301	2,640,661	91%		2,754,977	2,472,459	90%
Trash Collections	1,073,927	1,008,202	94%		1,011,070	953,483	94%
Police Department Revenue:							
Interlocal School Resource Officers	217,125	193,000	89% <b>E</b>		281,068	281,068	100%
Misc PD Revenue	10,700	15,303	143% <b>F</b>		10,700	6,158	58%
Sub-total Police Department Rev	227,825	208,303	91%		291,768	287,226	98%
Municipal Court Fines	115,000	114,502	100%		115,000	99,928	87%
Other taxes and franchise fees	155,000	161,094	104% <b>G</b>		155,000	158,912	103%
BEDC payments for service	85,000	77,917	92%		85,000	77,917	92%
Rental Fees	30,600	21,480	70% <b>H</b>		32,600	26,027	80%
Interest Income	25,000	2,004	8% <b>I</b>		67,000	25,991	39%
Misc Revenue	2,500	67,202	2688% <b>J</b>		2,500	30,773	1231%
Transfer from Hotel Motel fund	25,000	25,000	100%		50,000	25,000	50%
Use of Fund Balance	2,816,319	2,192,036	78%		2,332,000	1,929,923	83%
<b>Total Revenue</b>	<b>\$ 14,651,033</b>	<b>\$ 14,064,103</b>	<b>96%</b>		<b>\$ 13,921,698</b>	<b>\$ 12,846,153</b>	<b>92%</b>
<i>Total Revenue less fund balance</i>	<i>\$ 11,834,714</i>	<i>\$ 11,872,067</i>	<i>100%</i>		<i>\$ 11,589,698</i>	<i>\$ 10,916,230</i>	<i>94%</i>

**OPERATING EXPENSES**

Personnel Costs							
Mayor & Council	\$ -	\$ -		\$ -	\$ -		
Admin	1,004,900	881,145	88%	918,839	767,401	84%	
Police	2,002,258	1,764,593	88%	1,944,683	1,776,266	91%	
Municipal Court	34,109	32,938	97%	33,191	31,845	96%	
Fire/EMS	2,997,466	2,818,264	94%	2,874,391	2,615,166	91%	
Streets	571,375	452,852	79%	560,478	476,411	85%	
Parks	414,827	382,571	92%	409,577	333,893	82%	
Development Services	267,224	195,977	73%	334,298	288,689	86%	
City Shop	73,364	69,475	95%	73,388	66,166	90%	
Community Development	-	-		-	-		
Sub-total	7,365,523	6,597,816	90% <b>K</b>	7,148,845	6,355,837	89%	
Supplies							
Mayor & Council	1,200	1,020	85%	1,200	860	72%	
Admin	75,050	67,030	89%	80,450	61,863	77%	
Police	182,750	189,106	103% <b>L</b>	168,750	159,090	94%	
Municipal Court	4,300	3,149	73%	3,850	3,309	86%	
Fire/EMS	214,800	228,191	106% <b>M</b>	221,900	174,468	79%	
Sanitation	-	-		1,000	-	0%	
Streets	55,400	34,552	62%	48,900	54,226	111%	

% of year completed: 91.66%

GENERAL FUND	ANNUAL BUDGET 2020-2021	ACTUAL FYTD Aug 2021	% OF BUDGET		PY BUDGET 2019-2020 (ORIGINAL)	PY ACTUAL FYTD Aug 2020	% OF BUDGET
Parks	64,200	68,355	106%	N	64,200	37,277	58%
Development Services	10,100	13,770	136%	O	8,100	9,507	117%
City Shop	20,200	21,563	107%	P	20,200	17,309	86%
Community Development	-	-			-	-	
Sub-total	628,000	626,736	100%		618,550	517,907	84%
Repairs & Maintenance							
Mayor & Council	4,120	3,591	87%		4,000	3,303	83%
Admin	90,000	91,974	102%	Q	93,000	74,898	81%
Police	90,920	109,691	121%	R	63,500	100,844	159%
Municipal Court	5,500	8,085	147%	S	5,500	6,523	119%
Fire/EMS	118,000	119,020	101%	T	122,500	109,189	89%
Sanitation	-	-			-	-	
Streets	70,000	61,345	88%		70,000	86,500	124%
Parks	52,750	79,488	151%	U	53,750	42,021	78%
Development Services	5,250	7,053	134%	V	5,250	3,306	63%
City Shop	10,500	10,068	96%		10,500	10,739	102%
Community Development	-	-			-	-	
Galloway Hammond	5,000	281	6%		5,000	2,885	58%
Sub-total	452,040	490,596	109%		433,000	440,208	102%
Services/Other							
Mayor & Council	10,500	6,877	65%		19,250	6,790	35%
Admin	556,521	492,721	89%		550,095	481,852	88%
Police	163,819	161,572	99%	W	138,413	136,553	99%
Municipal Court	15,850	15,352	97%		19,300	20,844	108%
Fire/EMS	277,960	262,737	95%		294,221	244,145	83%
Sanitation	901,822	843,491	94%		845,438	804,820	95%
Streets	2,000	4,075	204%		2,000	2,140	107%
Parks	126,200	72,453	57%	U	126,200	111,854	89%
Development Services	132,500	129,342	98%	V	57,500	63,129	110%
City Shop	5,550	4,188	75%		5,550	4,884	88%
Community Development	-	-			-	-	
Sub-total	2,192,722	1,992,808	91%		2,057,967	1,877,012	91%
Transfers to Self-funded							
Mayor & Council	-	-			-	-	
Admin	-	-			-	-	
Police	136,806	125,406	92%		169,650	155,513	92%
Municipal Court	-	-			-	-	
Fire/EMS	289,004	264,920	92%		310,411	284,544	92%
Sanitation	-	-			-	-	
Streets	-	-			58,100	53,258	92%
Parks	15,790	14,474	92%		42,449	38,912	92%
Development Services	-	-			-	-	
City Shop	-	-			-	-	
Community Development	-	-			-	-	
Sub-total	441,600	404,800	92%		580,610	532,227	92%
Capital Outlay							
Admin	-	-			-	-	
Police	7,500	1,171	16%		6,000	-	0%
Parks	-	-			-	-	
Sub-total	7,500	1,171	16%		6,000	-	0%
Transfer to Golf - Admin & Op Subsidy	301,474	190,112	63%		300,527	182,383	61%
YMCA Operating Subsidy	100,000	91,667			100,000	91,667	92%
CAPITAL/OTHER EXP (USES OF FUND BAL)							
Transfer to Gen Cap Project Fund	1,515,000	811,631	54%		2,232,000	1,716,693	77%
Transfer to Golf Cap Project Fund	100,000	179,086	179%		100,000	93,904	94%
Transfer to Self Funded	-	-			-	-	
Transfer to Debt Service (early defeasance)	1,146,972	1,146,972			-	-	
Coronavirus Expenses (Net of Grant Reimbursements)	-	-			-	119,327	
Transfer for Personnel	54,347	54,347			-	-	
Sub-total	2,816,319	2,192,036	78%		2,332,000	1,929,923	83%



GENERAL FUND	% of year completed: 91.66%			PY BUDGET 2019-2020 (ORIGINAL)	PY ACTUAL FYTD Aug 2020	% OF BUDGET
	ANNUAL BUDGET 2020-2021	ACTUAL FYTD Aug 2021	% OF BUDGET			
<b>Total Expenses</b>	\$ 14,305,178	\$ 12,587,742	88%	\$ 13,577,499	\$ 11,927,162	88%
<i>Total Expenses less use of fund balance</i>	\$ 11,488,859	\$ 10,395,705	90%	\$ 11,245,499	\$ 9,997,239	89%
<b>Net Profit (Loss)</b>	\$ 345,855	\$ 1,476,361		\$ 344,199	\$ 918,990	

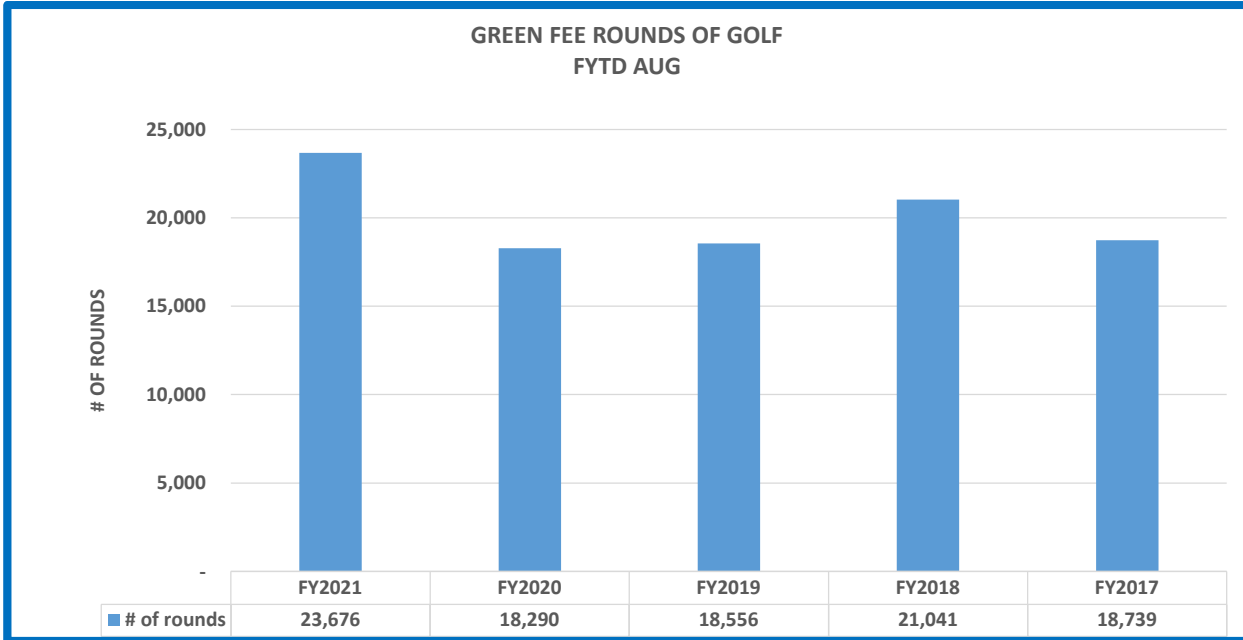
A. Current Property Tax Collections are just above budget at 101% through August. The bulk of property taxes were collected between December and February.
B. Sales tax collections have continued to outperform our targets. The increase is mainly due to on-line sales and the changes in sales tax compliance laws for remote sellers and marketplace facilitators that went into effect on October 1, 2019.
C. Timing difference - Most of the interdepartmental fees are collected on a quarterly basis which is the main reason why collections are tracking below the average run rate. We anticipate collecting the full amount as budgeted by the end of the year.
D. Misc Fire Revenue includes the HHS Stimulus grant in the amount of \$88,525.70 for lost EMS revenues, the CATRAC grant for Fire in the amount of \$8,697, and the TDEMS grant in the amount of \$8,676 for labor reimbursements related to COVID 19.
E. The SRO revenue is based on our current contract with BCISD. The total contract is for \$217,125 and we are to collect \$24,125 monthly for 9 months. We have collected eight payments and will collect the final payment in September. The prior year revenue included a delinquent payment from 2018.
F. Misc PD Revenue is tracking higher than expected because they received the NRA grant in November in the amount of \$4,377 and a grant for gas station skimmer surveillance in the amount of \$1,131.84.
G. The bulk of franchise fees have already been collected and came in slightly higher than our original budget.
H. The City did not rent out it's facilities for the majority of the year because of COVID19.
I. Interest rates have dropped significantly more than we were anticipating during the budget process.
J. Misc Rev is tracking higher than expected because we received insurance reimbursements for Fleet repairs and for replacement of the Covid 19 Tent that was destroyed by bad weather.
K. Overall Personnel costs are on track with the budget for this time.
L. PD Supplies are tracking higher than normal mainly because of expenses associated with the new Police Chief search.
M. FD Supplies are tracking higher than normal due to ground ladder testing that was completed this year in February at a cost of \$4,487 and the purchase of additional EMS uniforms earlier in the year.
N. Park supplies are up mainly due to purchase of temporary fencing for the baseball fields and increased cleaning supplies.
O. Development Services supplies are tracking higher than expected due to increases in credit card service charges for the increase in online payments.
P. City Shop expenses are tracking higher than expected because of the purchase of new Diagnostic Software for Vehicles.
Q. Admin R&M is tracking higher than the average mainly due to increasing software maintenance costs.
R. PD R&M are tracking higher than expected mainly due to increases in fleet repairs and additional software expenses for Mobile Cad and GPS tracking.
S. Court R&M are tracking higher than expected because of increases in software expenses. Increases were mainly the result of the Court moving to a "paperless" system.
T. Fire/EMS repairs and maintenance are tracking higher than expected mainly due to repairs for Quint 1, Fire Engine 1, Fire Engine 3, and ambulance repairs.
U. Parks R&M are higher than originally budgeted and Parks Professional Services are lower because the Cemetery Mowing contract was reclassified from professional services to maintenance.
V. Development Services R&M are higher than originally budgeted because the My Permit Now software maintenance expense was reclassified from professional services. Professional Services are tracking higher than expected because of increased inspections fees from ATS. However, that increase is being offset by the increase in Development Services revenues.
W. PD professional services are tracking higher than the average run-rate mainly because Trauma and Resilience counseling services are being used more than in previous years.

## GOLF COURSE FUND DASHBOARD

### CURRENT RESULTS COMPARISON

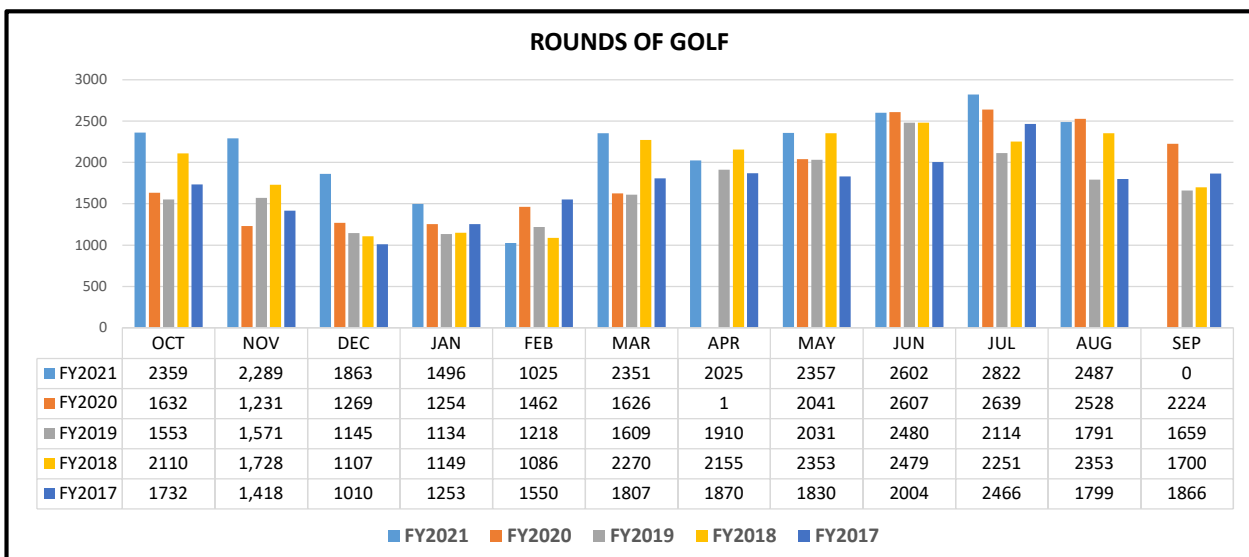
	ANNUAL BUDGET	ACTUAL FYTD Aug 2021	% OF BUDGET	PY BUDGET 2019-2020	ACTUAL FYTD Aug 2020	% OF BUDGET
REV (net of cogs/tourn exp)	\$ 1,326,684	\$ 1,552,611	117%	\$ 1,222,918	\$ 1,080,687	88%
EXPENSES	1,461,821	1,299,906	89%	1,366,027	1,151,302	84%
PROFIT (LOSS)	\$ (135,137)	\$ 252,704		\$ (143,109)	\$ (70,615)	

### TABLES/CHARTS



Rounds of Golf*	<b>OCT - AUG</b>
2020-2021	23,676
2019-2020	18,290
OVER (UNDER)	5,386
	29.45%

\*Does not include annual dues or tournament rounds played.



% of year completed: 91.66%

GOLF COURSE	ANNUAL BUDGET 2020-2021	ACTUAL FYTD Aug 2021	% OF BUDGET		PY BUDGET 2019-2020 (ORIGINAL)	PY ACTUAL FYTD Aug 2020	% OF BUDGET
<b>REVENUE</b>							
<b><u>Charges for Services</u></b>							
Green Fees/Cart Rentals	\$ 559,000	\$ 787,813	141% <b>A</b>	\$	510,000	\$ 509,168	100%
Prepaid Green Fees/ Annual Cart Rentals/ Trail fees and Cart Storage	218,000	230,458	106%		210,000	214,439	102%
Net Tournament	110,000	110,691	101%		145,000	74,910	52%
Pavilion Revenue	500	-	0%		500	600	120%
Driving Range	53,000	53,548	101%		35,000	36,389	104%
Net Charges for Services	940,500	1,182,509	126%		900,500	835,507	93%
<b><u>Sales less Cost of Goods Sold</u></b>							
Pro Shop Sales	184,000	186,662			184,000	153,752	
Cost of Merchandise	137,000	132,253			137,000	114,027	
Net Pro Shop Sales	47,000	54,408	116%		47,000	39,726	85%
Snack Bar/Beer Cart Sales	245,000	232,228			242,000	190,766	
Cost of Merchandise	135,500	119,928			132,500	106,772	
Net Snack Bar/Beer Cart Sales	109,500	112,300	103%		109,500	83,995	77%
<b><u>Transfer - Overhead</u></b>	220,684	190,112	86% <b>B</b>		157,418	111,767	71%
<b><u>Misc. Income/Repairs</u></b>	9,000	13,282	148% <b>C</b>		8,500	9,692	114%
<b>Total Revenue</b>	<b>\$ 1,326,684</b>	<b>\$ 1,552,611</b>	<b>117%</b>		<b>\$ 1,222,918</b>	<b>\$ 1,080,687</b>	<b>88%</b>
<b>EXPENSES</b>							
Personnel Costs	\$ 896,092	\$ 794,095	89%	\$	827,643	\$ 706,290	85%
Supplies	82,800	94,057	114% <b>D</b>		81,500	64,519	79%
Repairs & Maintenance	129,950	108,759	84%		118,450	105,397	89%
Services	68,750	59,164	86%		64,250	56,293	88%
Transfer to Self funded equipment	117,892	108,068	92%		116,766	107,036	92%
Admin Allocation	166,337	135,764	82%		157,418	111,767	71%
<b>Total Expenses</b>	<b>\$ 1,461,821</b>	<b>\$ 1,299,906</b>	<b>89%</b>		<b>\$ 1,366,027</b>	<b>\$ 1,151,302</b>	<b>84%</b>
<b>Net Profit (Loss)</b>	<b>\$ (135,137)</b>	<b>\$ 252,704</b>			<b>\$ (143,109)</b>	<b>\$ (70,615)</b>	
Operating Subsidy from General Fund	\$ 135,137	\$ -		\$	143,109	\$ 70,615	
Net Profit (Loss)	\$ -	\$ 252,704		\$	-	\$ (0)	

A. Green Fee/Cart Rental Revenues are at 141% of budget and \$278,645 above the same point in FY 2020. Green fee rounds are up 29% compared to last year and rates were increased over last year. On March 24th, 2020 Council approved a rate increase of \$2.00 in green fees, cart rentals, and range balls.

B. Transfer - Overhead includes a transfer from General Fund to offset the admin allocation and an additional transfer of \$54,347 this year to offset the lump benefit pay-outs to retirees.

C. Miscellaneous Revenue has increased this year because it now includes the accounting for the Summer Youth Camp and because it includes raffle ticket sales for slow moving merchandise.

D. Supplies includes credit card service charges which have increased significantly due to increased sales. Increase is being more than offset by the increase in revenues.

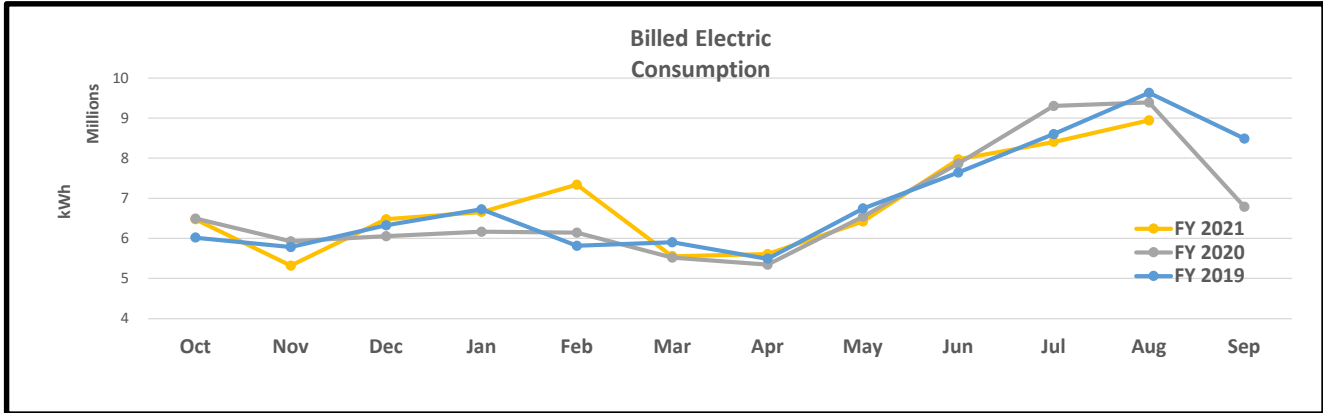
## ELECTRIC FUND DASHBOARD

### CURRENT RESULTS COMPARISON

	ANNUAL BUDGET	ACTUAL FYTD Aug 2021	% OF BUDGET	PY BUDGET 2019-2020	ACTUAL* FYTD Aug 2020	% OF BUDGET
REV (net of cogs)	\$ 4,012,175	\$ 3,607,292	90%	\$ 3,973,147	\$ 3,646,832	92%
EXPENSES	3,625,824	3,157,887	87%	3,462,621	3,000,908	87%
PROFIT (LOSS)	\$ 386,351	\$ 449,405		\$ 510,526	\$ 645,924	

\*Restated to exclude the one-time LCRA credits received in the amount of \$599,369.

### TABLES/CHARTS



FYTD 2021	75,176,018
FYTD 2020	74,746,377
ytd variance	429,641
% variance	0.57%

% of year completed: 91.66%

**ELECTRIC FUND**

	ANNUAL BUDGET 2020-2021	ACTUAL FYTD Aug 2021	% OF BUDGET		PY BUDGET 2019-2020 (ORIGINAL)	PY ACTUAL FYTD Aug 2020 (1)	% OF BUDGET
<b>REVENUE</b>							
Electric Sales	\$ 8,816,400	\$ 8,098,376			\$ 8,670,051	\$ 7,943,035	
Cost of Power	4,959,225	4,638,659			4,876,904	4,486,164	
Net Sales	3,857,175	3,459,718	90%		3,793,147	3,456,871	91%
Penalties	85,000	63,180	74%	A	85,000	49,550	58%
Electric Connects	3,000	20,724	691%	B	3,000	19,141	638%
Pole Rental	47,000	48,341	103%	C	47,000	81,207	173%
Other Revenue	15,000	13,878	93%	D	15,000	23,543	157%
Interest Income	5,000	1,453	29%	E	20,000	16,520	83%
Transfer from HOT	-	-	0%		10,000	-	0%
Use of Fund Balance	75,000	52,712	70%	F	75,000	58,471	78%
<b>Total Revenue</b>	<b>\$ 4,087,175</b>	<b>\$ 3,660,004</b>	<b>90%</b>		<b>\$ 4,048,147</b>	<b>\$ 3,705,304</b>	<b>92%</b>
<i>Total Revenue less fund balance</i>	<i>\$ 4,012,175</i>	<i>\$ 3,607,292</i>	<i>90%</i>		<i>\$ 3,973,147</i>	<i>\$ 3,646,832</i>	<i>92%</i>
<b>EXPENSES</b>							
Personnel Costs	\$ 936,909	\$ 871,088	93%	G	\$ 912,085	\$ 797,856	87%
Supplies	123,260	104,984	85%		114,250	98,789	86%
Repairs & Maintenance	208,000	108,610	52%		199,000	117,125	59%
Services	73,550	48,958	67%		73,550	41,411	56%
Transfer to Self-funded equipment	32,999	30,249	92%		31,697	29,056	92%
Community Outreach	77,700	71,087	91%	H	77,700	68,087	88%
Capital Outlay	35,000	23,504	67%		55,000	27,655	50%
Transfer to Capital Project Fund	75,000	20,000	27%	F	75,000	58,471	78%
Transfers to Debt Service	51,740	47,428	92%		49,041	44,954	92%
Transfer to GF - ROI	1,665,263	1,503,645	90%		1,550,000	1,420,385	92%
Transfer to GF- Admin Allocation	394,000	354,723	90%		372,889	330,816	89%
Transfer to GF- Shop Allocation	27,403	26,324	96%		27,409	24,774	90%
<b>Total Expenses</b>	<b>\$ 3,700,824</b>	<b>\$ 3,210,599</b>	<b>87%</b>		<b>\$ 3,537,621</b>	<b>\$ 3,059,380</b>	<b>86%</b>
<i>Total Expenses less xfers from fund balance</i>	<i>\$ 3,625,824</i>	<i>\$ 3,157,887</i>	<i>87%</i>		<i>\$ 3,462,621</i>	<i>\$ 3,000,908</i>	<i>87%</i>
<b>Net Profit (Loss)</b>	<b>\$ 386,351</b>	<b>\$ 449,405</b>			<b>\$ 510,526</b>	<b>\$ 645,924</b>	

(1) Restated to exclude the one-time LCRA credits received in the amount of \$599,369.

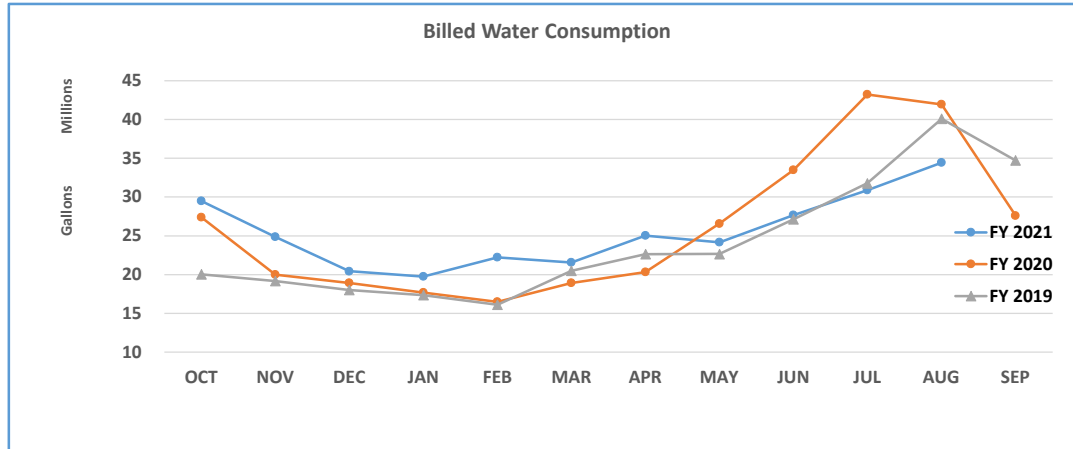
A. Penalties are tracking below budget because we did not assess penalties for January or February because of the impacts of the winter storm.
B. Electric Connect revenues are higher than expected mainly because of the Westfall Villages subdivision. Standard electric connect fees did increase from \$450 to \$500 in June 2020.
C. Pole Rental fees are invoiced annually in March. They have been fully collected.
D. Last year other revenue was higher than normal because the department earned significant scrap/recycle revenue in December.
E. Interest rates have dropped significantly more than we were anticipating during the budget process.
F. "Use of Fund Balance" offsets "Transfers to the Capital Project Fund" of \$20,000, and winter storm salary expense of \$32,712. Net effect to operations is \$0.
G. The target budget for Personnel costs through Aug is 93% (24/26 ppds plus 1% longevity).
H. Community Outreach is inline with our target for this period. It includes one-time lump payments to non-profits which are made in October and monthly utility payments for non-profits per interlocal agreements.

## WATER/WW FUND DASHBOARD

### CURRENT RESULTS COMPARISON

	ANNUAL BUDGET	ACTUAL FYTD Aug 2021	% OF BUDGET	PY BUDGET 2019-2020	ACTUAL FYTD Aug 2020	% OF BUDGET
REV	\$ 4,385,500	\$ 4,176,221	95%	\$ 4,213,500	\$ 3,988,110	95%
EXPENSES	3,883,105	3,280,543	84%	3,872,856	3,243,667	84%
PROFIT (LOSS)	\$ 502,395	\$ 895,678		\$ 340,644	\$ 744,442	

### TABLES/CHARTS



#### Billed Consumption in gallons:

FYTD 2021	280,517,587
FYTD 2020	284,939,252
Variance	(4,421,665)
% variance	-1.55%

% of year completed: 91.66%										
WATER/WASTEWATER	ANNUAL BUDGET		ACTUAL		% OF BUDGET	PY BUDGET		PY ACTUAL		% OF BUDGET
	2020-2021		FYTD Aug 2021			2019-2020 (ORIGINAL)		FYTD Aug 2020		
REVENUE										
Water Sales	\$	2,300,000	\$	2,186,332	95%	\$	2,235,000	\$	2,225,213	100%
Wastewater Sales		1,840,000		1,733,668	94%		1,825,000		1,682,006	92%
Penalties		46,000		35,542	77% A		46,000		28,685	62%
Water/Sewer Connects		30,000		27,984	93%		30,000		26,748	89%
Irrigation Revenue		2,500		18,768	751% B		2,500		-	0%
Other Revenue		4,000		12,962	324% C		4,000		5,025	126%
Interest Income		3,000		966	32% D		21,000		20,433	97%
Use Impact Fees		160,000		160,000	100% E		50,000		-	0%
Use of Fund Balance		35,000		80,507	230% F		185,000		190,611	103%
Total Revenue	\$	4,420,500	\$	4,256,728	96%	\$	4,398,500	\$	4,178,720	95%
Total Revenue less fund balance	\$	4,385,500	\$	4,176,221	95%	\$	4,213,500	\$	3,988,110	95%
EXPENSES										
Personnel Costs	\$	1,103,426	\$	924,669	84% G	\$	1,091,494	\$	912,022	84%
Supplies		216,442		172,908	80%		209,750		172,957	82%
Repairs & Maintenance		416,500		291,585	70%		416,500		251,948	60%
Services		394,500		318,702	81%		414,500		314,569	76%
Transfer to Self-funded equipment		68,504		62,795	92%		92,466		84,761	92%
Cost of Water		70,000		68,539	98%		70,000		56,720	81%
Transfers to Capital Fund		35,000		37,850	108% F		185,000		190,611	103%
Winter Storm Leak Adjustments		14,125		14,123	F		-		-	
Capital Outlay		-		-			-		5,777	
Transfers to Debt Service		976,759		895,362	92%		973,873		893,116	92%
Transfer to GF - In Lieu of Property Tax		126,765		120,487	95%		124,905		119,643	96%
Transfer to GF - In Lieu of Franchise		211,275		200,811	95%		208,175		199,406	96%
Transfer to GF- Admin Allocation		257,405		226,895	88%		243,783		207,974	85%
Transfer to GF- Shop Allocation		27,404		26,324	96%		27,410		24,774	90%
Total Expenses	\$	3,918,105	\$	3,361,049	86%	\$	4,057,856	\$	3,434,278	85%
Total Expenses less xfers from fund balance	\$	3,883,105	\$	3,280,543	84%	\$	3,872,856	\$	3,243,667	84%
Net Profit (Loss)	\$	502,395	\$	895,679		\$	340,644	\$	744,442	

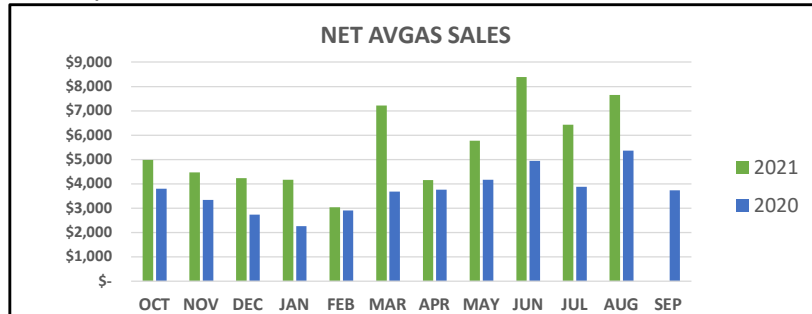
A. Penalties are tracking below budget because we did not assess penalties for January or February because of the impacts of the winter storm.
B. Irrigation Revenue is derived from the Hay contract and is running higher than originally expected because the contract was renegotiated at the end of the last fiscal year and has been increased to \$10,000 going forward.
C. Other Revenue is running higher than expected due to an increase in the bulk water rates that went into effect this fiscal year.
D. Interest rates have dropped significantly more than we were anticipating during the budget process.
E. Amended the original budget to use \$160,000 of impact fees to help offset debt service payments.
F. "Use of Fund Balance" offsets "Transfers to the Capital Project Fund" \$36,150, "Winter Storm Water Leak Adjustments" \$14,123, and winter storm salary expense of \$28,533. Net effect to operations is \$0.
G. The target budget for Personnel costs through Aug is 93% (24/26 ppds plus 1% longevity) . Tracking under budget due to vacancies.

# AIRPORT FUND DASHBOARD

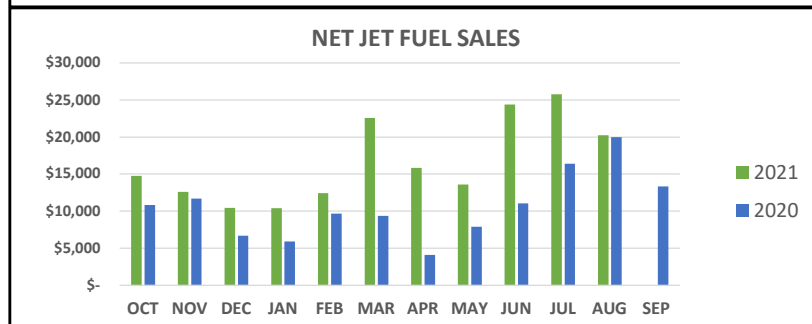
## CURRENT RESULTS COMPARISON

	ANNUAL BUDGET	ACTUAL FYTD Aug 2021	% OF BUDGET	PY BUDGET 2019-2020	ACTUAL FYTD Aug 2020	% OF BUDGET
REV (net of cogs)	\$ 347,654	\$ 434,043	125%	\$ 418,595	\$ 354,468	85%
EXPENSES	254,295	249,197	98%	316,741	224,955	71%
PROFIT (LOSS)	\$ 93,359	\$ 184,847		\$ 101,854	\$ 129,513	

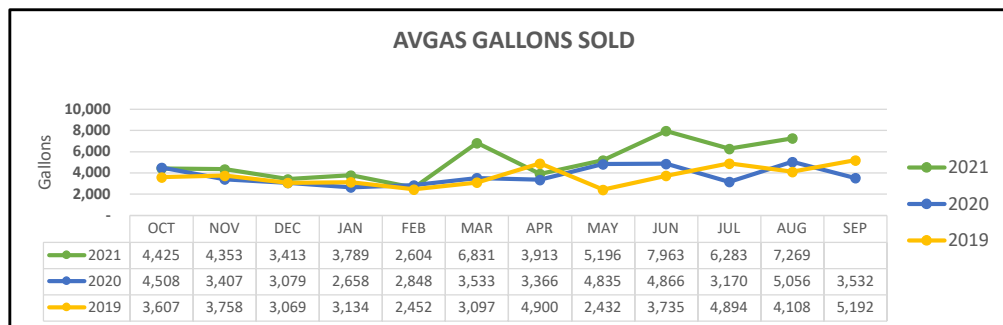
## TABLES/CHARTS



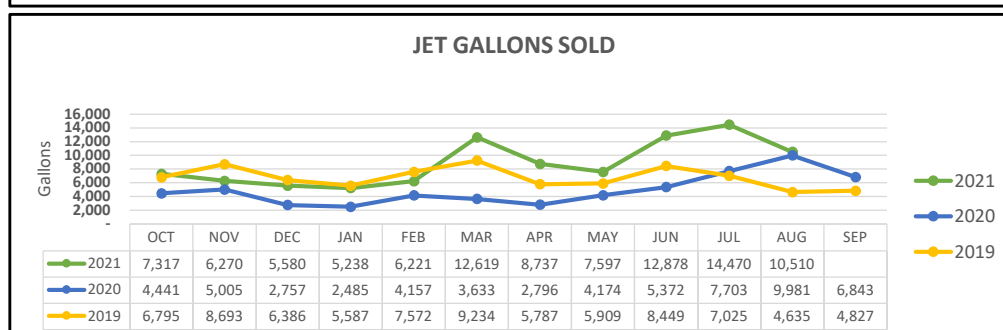
	2021	2020
AvSales	\$ 237,032.14	\$ 159,635.82
Av Purchases	176,470.85	118,754.45
Profit	\$ 60,561.29	\$ 40,881.37
Profit Margin %	25.55%	25.61%



	2021	2020
Jet Sales	\$ 378,235.15	\$ 208,946.33
Jet Purchases	195,196.04	95,447.14
Profit	\$ 183,039.11	\$ 113,499.19
Profit Margin %	48.39%	54.32%



<b>Avgas Gallons Sold:</b>	
FYTD 2021	56,038
FYTD 2020	41,326
Increase(decrease)	14,712
	35.60%



<b>Jet Gallons Sold:</b>	
FYTD 2021	97,435
FYTD 2020	52,503
Increase(decrease)	44,932
	85.58%



% of year completed: 91.66%

**AIRPORT FUND**

**REVENUE**

	ANNUAL BUDGET 2020-2021	ACTUAL FYTD Aug 2021	% OF BUDGET		PY BUDGET 2019-2020 (ORIGINAL)	PY ACTUAL FYTD Aug 2020	% OF BUDGET
Av Gas Sales	\$ 170,500	\$ 237,032			\$ 215,000	\$ 159,636	
Av Gas Purchases	127,875	176,471			161,250	118,754	
Net Sales	42,625	60,561	142%	A	53,750	40,881	76%
Jet Gas Sales	210,000	378,235			355,000	208,946	
Jet Gas Purchases	115,500	195,196			209,000	95,447	
Net Sales	94,500	183,039	194%	A	146,000	113,499	78%

Contributions/Misc Rev	-	100			-	375	
Sign Rental Revenue	-	-	0%		500	-	0%
Penalties	450	550	122%		775	550	71%
All Hangar Lease	125,000	118,841	95%		125,000	116,197	93%
CAF Admissions	5,066	4,643	92%		4,000	4,011	100%
Rental of Council Chambers	-	-			-	70	
McBride Lease	45,893	38,389	84%		48,000	42,440	88%
Thru the Fence Lease	12,020	12,312	102%	B	12,020	16,144	134%
Airport Parking Permit	2,000	2,110	106%	C	150	1,570	1047%
Hanger Lease - Faulkner	14,400	13,200	92%		14,400	13,200	92%
Insurance Reimbursement	-	-			-	-	
Interest Earned	5,700	298	5%	D	14,000	5,530	39%
Use of Fund Balance	200,000	51,692	26%	E	250,000	154,827	62%

<b>Total Revenue</b>	<b>\$ 547,654</b>	<b>\$ 485,735</b>	<b>89%</b>		<b>\$ 668,595</b>	<b>\$ 509,295</b>	<b>76%</b>
<i>Total Revenue less fund balance</i>	<i>\$ 347,654</i>	<i>\$ 434,043</i>	<i>125%</i>		<i>\$ 418,595</i>	<i>\$ 354,468</i>	<i>85%</i>

**EXPENSES**

Personnel Costs	\$ 92,879	\$ 87,819	95%	F	\$ 89,342	\$ 84,451	0%
Supplies	15,059	23,053	153%	G	26,000	12,212	47%
Repairs & Maintenance	3,000	538	18%		4,000	260	6%
Contract Labor - FBO	14,400	13,200	92%		14,400	13,200	92%
Commission on Fuel Sal	40,000	36,667	92%		40,000	34,325	86%
Schools/Seminars	4,000	727	18%		4,000	75	2%
Insurance & Bonds	9,000	8,862	98%		17,310	8,641	50%
Professional Services (Mowing Contract)	-	-			43,000	-	0%
Property Taxes	6,700	3,968	59%	H	5,000	6,632	133%
Utilities	9,000	8,575	95%	I	8,000	8,233	103%
Av fuel truck lease	12,000	11,000	92%		12,000	12,000	100%
Jet fuel truck lease	16,800	15,400	92%		16,800	16,800	100%
Transfers to Debt Service	-	-			-	-	0%
Transfers to Capital/Uses of Fund Bal	200,000	51,692	26%	E	250,000	154,827	0%
Admin Allocation	31,457	39,389	125%	J	36,889	28,126	76%

<b>Total Expenses</b>	<b>\$ 454,295</b>	<b>\$ 300,889</b>	<b>66%</b>		<b>\$ 566,741</b>	<b>\$ 379,782</b>	<b>67%</b>
<i>Total Expense less xfers to capital project</i>	<i>\$ 254,295</i>	<i>\$ 249,197</i>	<i>98%</i>		<i>\$ 316,741</i>	<i>\$ 224,955</i>	<i>71%</i>

<b>Net Profit (Loss)</b>	<b>\$ 93,359</b>	<b>\$ 184,847</b>			<b>\$ 101,854</b>	<b>\$ 129,513</b>	
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A Fuel Sales are tracking above budget; Avgas gallons sold are up 36% and Jet gallons sold are up 86% compared to last year. Jet sales typically increase during the summer months because of travel to Camp Longhorn.
B Through the Fence payments were made in three lump sum payments through out the year and have been fully collected.
C Bulk of airport parking permits are paid in advance for the year.
D Interest rates have dropped significantly more than we were anticipating during the budget process.
E Fund Balance is used to offset transfers to the Capital Project Fund; net effect to operations is \$0.
F The target for Personnel costs through Aug is 93% (24/26 ppds plus 1% longevity). Tracking slightly higher than expected due to overtime.
G Supplies include credit card service charges which have increased due to increased fuel charges.
H. Overbudgeted property tax expense. Prior year tax expense was higher due to purchase of raw land that is no longer taxed.
I Utilities are tracking slightly above the average run rate for the period because of the addition of two new water accounts. The Water department discovered two water meters that were being used by Hangers A and C that had never been included in billing. The airport billing was corrected going forward beginning in January 2021.
J Admin allocation is higher than the average run rate because it is based on revenues. As revenues increase, the admin allocation increases.

City of Burnet  
Financial Report  
FYTD Aug 2021

**OTHER FUNDS**

	ANNUAL BUDGET 2020-2021 (AMENDED)	ACTUAL FYTD Aug 2021	% OF BUDGET	PY BUDGET 2019-2020 (ORIGINAL)	PY ACTUAL FYTD Aug 2020	% OF BUDGET
<b>HOTEL/MOTEL FUND</b>						
Revenues	\$ 156,000	\$ 181,733	116.50%	\$ 187,000	\$ 170,188	91.01%
Expenses	152,191	101,287	66.55%	178,098	170,596	95.79%
Net Profit (Loss)	<u>\$ 3,809</u>	<u>\$ 80,446</u>		<u>\$ 8,902</u>	<u>\$ (408)</u>	
<b>BEDC</b>						
Revenues	\$ 3,020,858	\$ 997,585	33.02%	\$ 1,600,000	\$ 1,540,148	96.26%
Expenses	2,743,111	427,760	15.59%	1,319,150	1,133,529	85.93%
Net Profit (Loss)	<u>\$ 277,747</u>	<u>\$ 569,825</u>		<u>\$ 280,850</u>	<u>\$ 406,619</u>	
<b>SELF FUNDED EQUIPMENT FUND</b>						
Revenues	\$ 708,000	\$ 606,682	85.69%	\$ 822,741	\$ 755,676	91.85%
Expenses	708,000	254,608	35.96%	646,591	377,404	58.37%
Net Profit (Loss)	<u>\$ -</u>	<u>\$ 352,074</u>		<u>\$ 176,150</u>	<u>\$ 378,272</u>	
<b>DEBT SERVICE FUND</b>						
Revenues	\$ 1,029,098	\$ 943,223	91.66%	\$ 1,023,513	\$ 938,749	91.72%
Expenses	1,028,499	1,028,642	100.01%	1,022,914	914,383	89.39%
Net Profit (Loss)	<u>\$ 599</u>	<u>\$ (85,419)</u>		<u>\$ 599</u>	<u>\$ 24,366</u>	
<b>INTEREST &amp; SINKING DEBT FUND</b>						
Revenues	\$ 366,049	\$ 1,497,924	409.21%	\$ 376,661	\$ 395,515	105.01%
Expenses	366,049	1,512,984	413.33%	376,512	369,189	98.06%
Net Profit (Loss)	<u>\$ -</u>	<u>\$ (15,061)</u>		<u>\$ 149</u>	<u>\$ 26,326</u>	

City of Burnet  
Cash Investment Report  
FYTD Aug 2021

Acct #	Bank	Account Name	Account Type	Balance AUGUST 2021
<b>Unrestricted Accounts</b>				
984/2410	FSB	Operating Cash	Checking	\$ 3,584,509.63
		Add or Subtract Claim on Cash for Airport		(164,848.39)
2329	FSB	Golf Course Petty Cash	Checking	1,276.86
2535	FSB	Operating Reserve	M/M	-
2352	FSB	Delaware Springs-Credit Card Acct	Checking	-
2378	FSB	Airport - Credit Card Acct	Checking	-
2386	FSB	Utility - Credit Card Acct	Checking	-
2469	FSB	Court - Credit Card Acct	Checking	-
2711100002	TexPool	Operating Reserve	Investment	4,180,321.37
Total Unrestricted				<u>\$ 7,601,259.47</u>
<div><div>75 Day Reserve Requirement</div><div>3,361,000.00</div><div>Unrestricted Cash over 75 day reserve</div><div>\$ 4,240,259.47</div></div> <div><div>90 Day Reserve Requirement</div><div>4,034,000.00</div><div>Unrestricted Cash over 90 day reserve</div><div>\$ 3,567,259.47</div></div>				
<b>Restricted by Council</b>				
2711100004	TexPool	Capital Reserve	Investment	\$ -
2711100011	TexPool	Capital Equipment Reserve	Investment	683,387.89
2711100012	TexPool	Capital - LCRA Credit	Investment	442,050.10
2188	FSB	Self Funded Equipment	M/M	453,567.92
2711100014	TexPool	Self Funded Equipment Reserve	Investment	664,316.44
2711100016	TexPool	CLFRF - Amercian Rescue Plan	Investment	793,661.53
Total Restricted by Council				<u>\$ 3,036,983.88</u>
<b>Restricted by Purpose or Law</b>				
Acct #	Bank	Account Name	Account Type	Balance AUGUST 2021
1453	FSB	Bond Reserve	M/M	\$ 341,778.90
2402	FSB	Hotel Motel	M/M	120,897.26
2711100005	TexPool	Hotel Motel	Investment	60,273.28
2451	FSB	Construction Account	Checking	-
2485	FSB	PD Seizure	M/M	119.87
2493	FSB	Municipal Court Special Revenue	M/M	60,438.34
2519	FSB	Impact Fees - Water	M/M	306,384.01
2543	FSB	Airport Reserve	M/M	-
		Add or Subtract Airport Claim on Cash		164,848.39
2711100009	TexPool	Airport Reserve	Investment	1,625,997.49
2568	FSB	Benevolent Fund	Checking	-
2576	FSB	Interest & Sinking Acct	M/M	70,376.05
2584	FSB	Impact Fees - Wastewater	M/M	21,232.84
2592	FSB	BEDC	Super NOW	663,040.60
2711100008	TexPool	BEDC Project Fund	Investment	-
2711100010	TexPool	BEDC	Investment	629,615.40
70516	FSB	BEDC Commercial Park Project	M/M	1,400,092.05
2634	FSB	Benefit Trust Account	M/M	-
2675	FSB	Police Department Explorer Program	M/M	6,738.11
2691	FSB	Fire Department Explorer Program	M/M	4,190.95
3012	FSB	Franchise Fee Account	Super NOW	111,400.26
3053	FSB	Parks Fund	M/M	18,279.39
58776	FSB	Fire Dept. Community Acct	M/M	10,515.39
2711100007	TexPool	TWDB	Investment	1,191.75
2711100006	TexPool	TWDB	Investment	1,046.41
		City of Burnet, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2010		
143033000	US Bank	Escrow Account	Investment	3,199.44
82-020-01-0	Bank of	City of Burnet 2012 TWDB Escrow	Investment	20,195.07
2711100013	TexPool	PD Bonds	Investment	-
2711100017	TexPool	2021 CO - City Hall	Investment	4,005,825.00
62315	FSB	BEDC Bond Fund	Checking	15,920.27
62364	FSB	BEDC Project Fund	Checking	-
Total Restricted Cash				<u>\$ 9,663,596.52</u>
Total All Cash				<u>\$ 20,301,839.87</u>

GENERAL CAPITAL PROJECT FUND					
DESCRIPTION	ORIGINAL BUDGET 2020-2021	CURRENT BUDGET 2020-2021	FYTD AUG ACTUAL EXPENSES	% complete	REMAINING BALANCE FOR 2020-2021
<u>CAPITAL PROJECTS:</u>					
Incode 10 Upgrade	60,000	60,000	30,675	51%	29,325
New City Hall		1,050,000	994,357	95%	55,643
Police Department Facility	800,000	800,000	169,559	21%	630,441
PD Ticket Writers	40,000	40,000	14,340	36%	25,660
FD - Remodel FD Substation	250,000	350,000	251,386	72%	98,614
FD - Covid 19 Supplies/Equipment	100,000	100,000	59,582	60%	40,418
FD-Equipment Needs	-	22,000	15,241	69%	6,759
Winter Storm Expenses	-	35,000	8,962	26%	26,038
Street Overlay	200,000	300,000	202,533	68%	97,467
Park Improvements	25,000	73,500	77,224	105%	-
GHRC Capital Maintenance	20,000	20,000	21,408	107%	-
GHRC Teen Center	20,000	20,000	20,000	100%	-
	<u>\$ 1,515,000</u>	<u>\$ 2,870,500</u>	<u>\$ 1,865,267</u>	<u>65%</u>	<u>\$ 1,010,365</u>

BALANCE TO BE FUNDED FROM:		
OPERATING RESERVES	OTHER SOURCES	TOTAL
29,325	-	29,325
-	55,643	55,643
630,441	-	630,441
25,660	-	25,660
98,614	-	98,614
40,418	-	40,418
6,759	-	6,759
26,038	-	26,038
97,467	-	97,467
-	-	-
-	-	-
<u>\$ 954,722</u>	<u>\$ 55,643</u>	<u>\$ 1,010,365</u>

GOLF COURSE CAPITAL PROJECT FUND					
DESCRIPTION	ORIGINAL BUDGET 2020-2021	CURRENT BUDGET 2020-2021	FYTD AUG ACTUAL EXPENSES	% complete	REMAINING BALANCE FOR 2020-2021
<u>CAPITAL PROJECTS:</u>					
C/O - Course Improvement	<u>\$ 100,000</u>	<u>\$ 200,000</u>	<u>\$ 179,086</u>	<u>90%</u>	<u>\$ 20,914</u>

BALANCE TO BE FUNDED FROM:		
OPERATING RESERVES	OTHER SOURCES	TOTAL
<u>\$ 20,914</u>	<u>\$ -</u>	<u>\$ 20,914</u>

ELECTRIC CAPITAL PROJECT FUND					
DESCRIPTION	ORIGINAL BUDGET 2020-2021	CURRENT BUDGET 2020-2021	FYTD AUG ACTUAL EXPENSES	% complete	REMAINING BALANCE FOR 2020-2021
<u>CAPITAL PROJECTS:</u>					
IWORKS Software	-	20,000	20,000	100%	-
Honeywell /Elster Upgrade		26,615	-	0%	26,615
Subdivision Electrical Costs	150,000	150,000	63,935	43%	86,065
	<u>\$ 150,000</u>	<u>\$ 196,615</u>	<u>\$ 83,935</u>	<u>\$ 1</u>	<u>\$ 112,680</u>

BALANCE TO BE FUNDED FROM:		
OPERATING RESERVES	OTHER SOURCES	TOTAL
-	-	-
26,615	-	26,615
86,065	-	86,065
<u>\$ 112,680</u>	<u>\$ -</u>	<u>\$ 112,680</u>

W/WW CAPITAL PROJECT FUND					
DESCRIPTION	ORIGINAL BUDGET 2020-2021	CURRENT BUDGET 2020-2021	FYTD AUG ACTUAL EXPENSES	% complete	REMAINING BALANCE FOR 2020-2021
<u>CAPITAL PROJECTS:</u>					
Water System Improvements	\$ 20,000	\$ 20,000	\$ -	0%	\$ 20,000
Sewer Backup Reimbursements	-	20,000	17,733	89%	2,267
Wofford Street Water Line	20,000	20,000	-	0%	20,000
Oak Vista/CR 100 water line expansion	15,000	15,000	13,464	90%	1,536
North Vandever Sewer repair	-	80,290	80,171	100%	119
East Elm Street Sewer Extension	-	2,036	2,883	142%	-
VFW Easement			1,700	-	-
Honeywell /Elster Upgrade		26,615	-	0%	26,615
Risk and Resilience Assessment	-	17,730	2,070	12%	15,660
Transfer Impact Fees	40,000	40,000	-	0%	40,000
	<u>\$ 95,000</u>	<u>\$ 241,671</u>	<u>\$ 118,021</u>	<u>49%</u>	<u>\$ 126,197</u>


BALANCE TO BE FUNDED FROM:		
OPERATING RESERVES	OTHER SOURCES	TOTAL
\$ 20,000	\$ -	\$ 20,000
2,267	-	2,267
20,000	-	20,000
1,536	-	1,536
119	-	119
-	-	-
26,615	-	26,615
15,660	-	15,660
-	40,000	40,000
<u>\$ 86,197</u>	<u>\$ 40,000</u>	<u>\$ 126,197</u>

AIRPORT CAPITAL PROJECT FUND					
DESCRIPTION	ORIGINAL BUDGET 2020-2021	CURRENT BUDGET 2020-2021	FYTD AUG ACTUAL EXPENSES	% complete	REMAINING BALANCE FOR 2020-2021
<u>CAPITAL PROJECTS:</u>					
Ramp Grant	\$ 100,000	\$ 100,000	\$ 82,905	83%	\$ 17,095
Land Purchase (TDCI)	\$ -	\$ 54,000	\$ -	0%	54,000
Cares Grant	30,000	30,000	-	0%	30,000
Capital Projects	150,000	150,000	18,787	13%	131,213
	<u>\$ 280,000</u>	<u>\$ 334,000</u>	<u>\$ 101,692</u>	<u>30%</u>	<u>\$ 232,308</u>

BALANCE TO BE FUNDED FROM:		
OPERATING RESERVES	OTHER SOURCES	TOTAL
\$ -	\$ 17,095	\$ 17,095
-	54,000	54,000
-	30,000	30,000
-	131,213	131,213
<u>\$ -</u>	<u>\$ 232,308</u>	<u>\$ 232,308</u>

TOTAL CAPITAL/OTHER PROJECTS					
DESCRIPTION	ORIGINAL BUDGET 2020-2021	CURRENT BUDGET 2020-2021	FYTD AUG ACTUAL EXPENSES	% complete	REMAINING BALANCE FOR 2020-2021
TOTAL CAPITAL/OTHER PROJECTS	<u>\$ 2,140,000</u>	<u>\$ 3,842,786</u>	<u>\$ 2,348,002</u>	<u>61%</u>	<u>\$ 1,502,464</u>
TRANSFER TO CAP EQUIP RESERVES	-	-	-	0%	-
TOTAL CAPITAL/OTHER	<u>\$ 2,140,000</u>	<u>\$ 3,842,786</u>	<u>\$ 2,348,002</u>	<u>61%</u>	<u>\$ 1,502,464</u>

BALANCE TO BE FUNDED FROM:		
OPERATING RESERVES	OTHER SOURCES	TOTAL
<u>\$ 1,174,512</u>	<u>\$ 327,951</u>	<u>\$ 1,502,464</u>
-	-	-
<u>\$ 1,174,512</u>	<u>\$ 327,951</u>	<u>\$ 1,502,464</u>



# City of Burnet Financial Report FYTD August

FY 2021

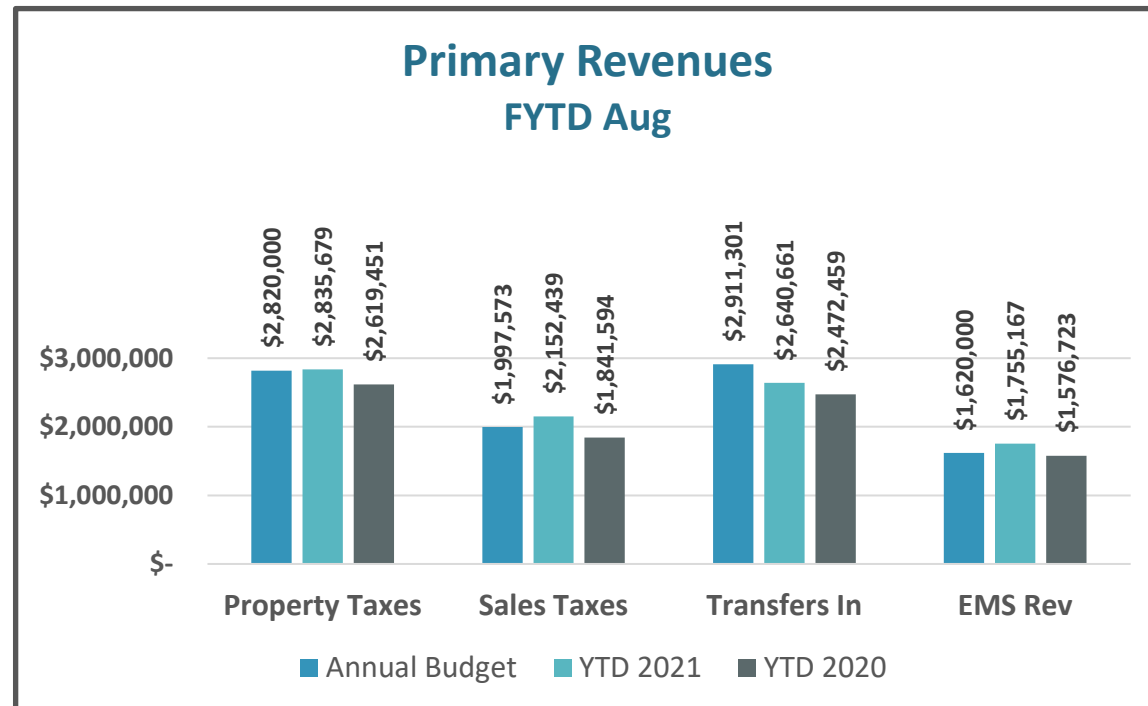
# General Fund

	Annual Budget	Actual FYTD Aug 2021	% of Budget
Revenues	\$11,834,714	\$11,872,067	100%
Expenses	11,488,859	10,395,705	90%
Profit(Loss)	\$ 345,855	\$1,476,361	

○ Revenues – tracking above budget target

- Property Tax Collections – 101%  
*Increased \$216,000 over last year*
- Sales Tax Collections – 108%  
*Increased 311,000 over last year*
- Transfers In – 91%  
*Increased \$168,000 over last year*
- EMS Transport Revenues – 108%  
*Increased \$178,000 over last year*

○ Expenses - on track with budget



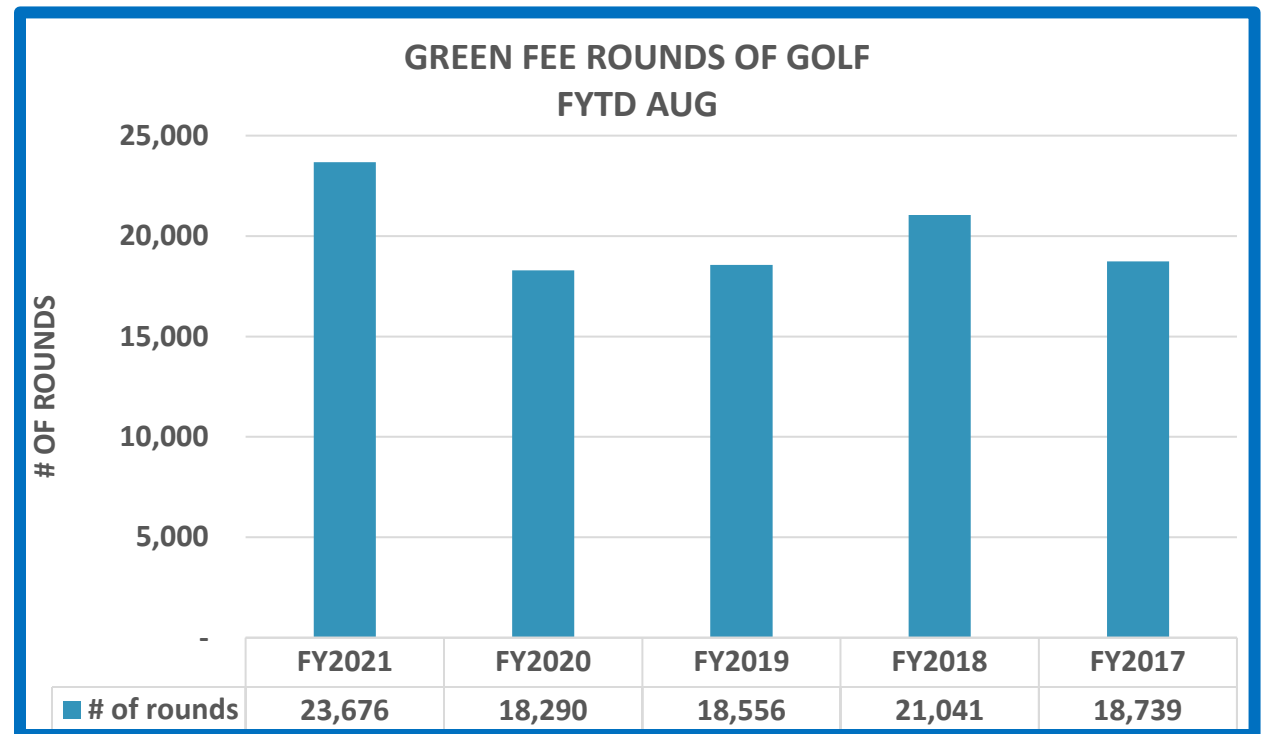
# Golf Course Fund

	Annual Budget	Actual FYTD Aug 2021	% of Budget
Revenues	\$1,326,684	\$ 1,552,611	117%
Expenses	1,461,821	1,299,906	89%
Profit(Loss)	\$ (135,137)	\$ 252,704	

○ Revenues – above target due to Green Fee/Cart Rental revenues

- Green Fee Rounds increased 29% over this period last year
- Green Fee revenue per round has increased from \$27.84 to \$33.27 over this period last year

○ Expenses – on track with budget

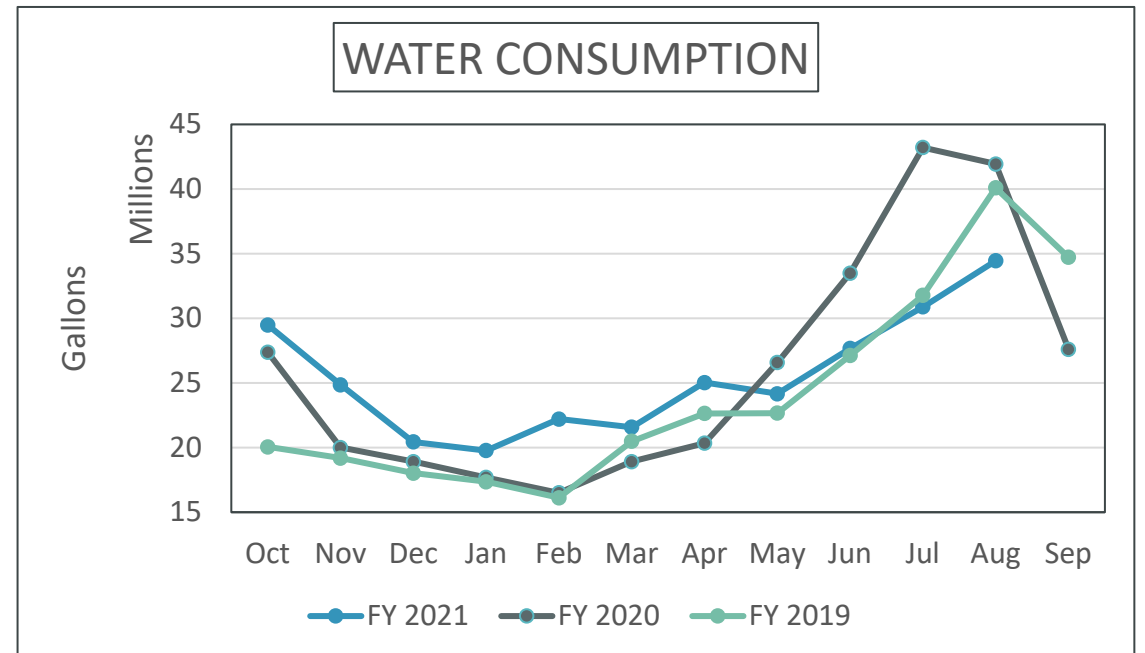
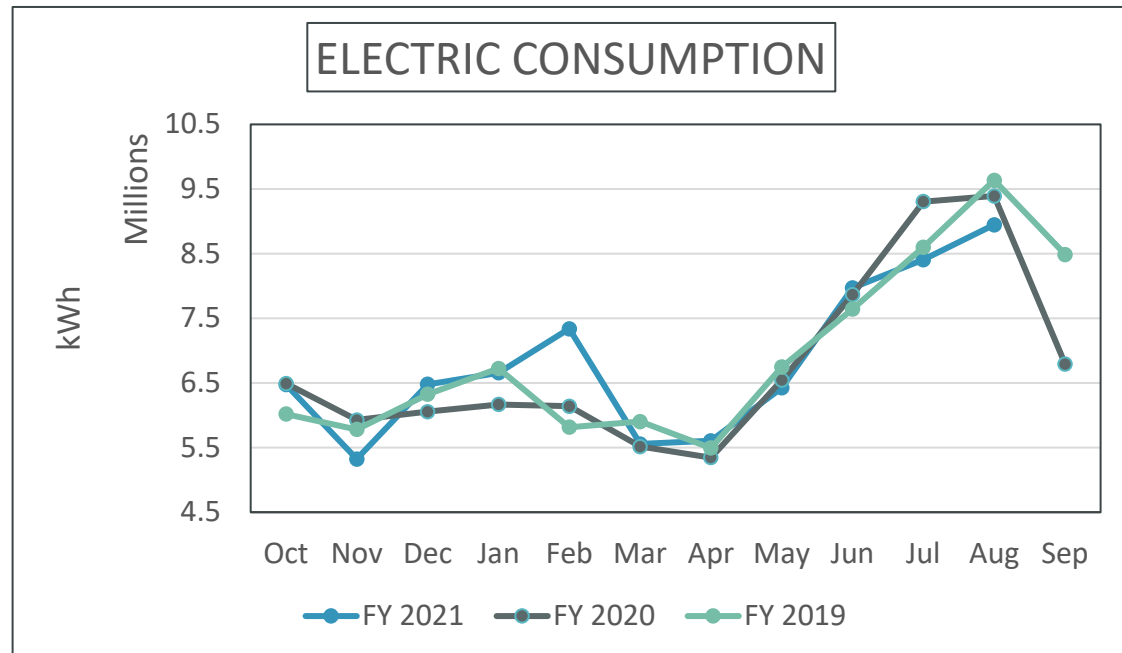


# Electric Fund

	Annual Budget	Actual FYTD Aug 2021	% of Budget
Revenues	\$4,012,175	\$3,607,292	90%
Expenses	3,625,824	3,157,887	87%
Profit(Loss)	\$ 386,351	\$ 449,405	

# Water/WW Fund

	Annual Budget	Actual FYTD Aug 2021	% of Budget
Revenues	\$4,385,500	\$4,176,221	95%
Expenses	3,883,105	3,280,543	84%
Profit(Loss)	\$ 502,395	\$ 895,678	





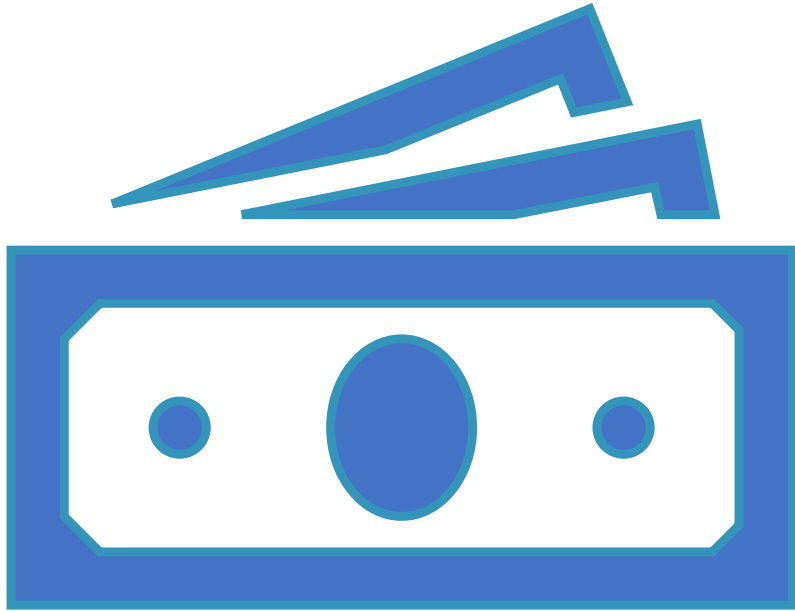
# Airport Fund

	Annual Budget	Actual FYTD Aug 2021	% of Budget
Revenues	\$347,654	\$434,043	125%
Expenses	254,295	249,197	98%
Profit(Loss)	\$ 93,359	\$184,847	

Avgas Gallons Sold:	
FYTD 2021	56,038
FYTD 2020	41,326
Increase(decrease)	14,712
	35.60%

Jet Gallons Sold:	
FYTD 2021	97,435
FYTD 2020	52,503
Increase(decrease)	44,932
	85.58%





# Unrestricted Cash August 31, 2021

Unrestricted Cash	\$ 7,601,259
Less 90-day Reserve	<u>4,034,000</u>
Unrestricted Cash Over Reserve	<u>\$ 3,567,259</u>

Questions?





## **VISITORS CENTER UPDATES**

### **Chamber Welcomes Guests from the Austin Steam Train (Oct. 9-23)**

The Chamber's trailer will be parked near where guests get off the train. Guests will be able to scan a QR code for a page on the Chamber's website providing information on things to do in Burnet as well as local events. There will also be a QR code for information on Christmas on the Square and Bluebonnet Festival.

### **Routine Updates**

Lake Buchanan/ Inks Lake Chamber of Commerce restocked with current materials

Visitors to Chamber: 62

Calls to Chamber: 72

## **FESTIVAL UPDATES**

### **Christmas on the Square**

Current booths sold: 105

Number of booths sold last year: 107

Plans are being made to expand to Jackson St. across from the snow if there is sufficient demand.

Snow has been secured. Event sponsorship information has been sent out.

Parade information will be sent out in early October.

### **Bluebonnet Festival**

Current booths sold: 65

Number of booths sold last year: 224

Committee planning meetings begin September 29.

## **CHAMBER UPDATES**

### **Board Nominations**

Nominations are being sought for the board. Nominations are due October 4.

### **Membership Committee**

A Chamber membership committee is being formed to look at ways the Chamber can better serve its members. The committee will meet monthly starting October 5.

### **Breakfast Meeting**

Plans are under way to provide a breakfast meeting in mid to late October with the intention of providing a community update each month. Details will be announced once a speaker and location are confirmed.

**Burnet Chamber of Commerce**  
**Profit & Loss Budget vs. Actual**  
 October 1, 2020 through September 11, 2021

	Oct 1, '20 - Sep 11, 21	Budget	\$ Over Budget
<b>Income</b>			
14000 · County Tourism Income	10,000.00	10,000.00	0.00
14010 · Tourist Development Income	58,200.00	58,200.00	0.00
14040 · Annual Meeting	0.00	6,000.00	(6,000.00)
24000 · Bluebonnet Festival Income			
24110 · BBF - Concession Booth Sales	13,417.75	7,500.00	5,917.75
24120 · BBF - Sponsors	44,765.00	55,000.00	(10,235.00)
24130 · BBF - Booth Rental	32,705.81	40,000.00	(7,294.19)
24140 · BBF - 5K Run	3,761.22	2,100.00	1,661.22
24160 · BBF - Weiner Dog Race	180.00	150.00	30.00
24180 · BBF - Carnival	43,243.60	25,000.00	18,243.60
24191 · BBF - Concert Ticket Sales	38,245.00	18,000.00	20,245.00
24195 · BBF - Parade Entry Fees	0.00	900.00	(900.00)
24196 · BBF - Other Income	2,439.00	0.00	2,439.00
24198 · BBF - Biergarten	8,206.00	6,500.00	1,706.00
Total 24000 · Bluebonnet Festival Income	186,963.38	155,150.00	31,813.38
24210 · Concession Sales	393.00	300.00	93.00
24310 · Annual Christmas Festival	23,145.00	15,000.00	8,145.00
24810 · Other Event Income	0.00	300.00	(300.00)
34300 · Membership Dues	16,245.00	25,000.00	(8,755.00)
34310 · Interest Income	12.48	50.00	(37.52)
34330 · Donation Income	100.00	0.00	100.00
34900 · Miscellaneous Income	21,624.83	0.00	21,624.83
Total Income	316,683.69	270,000.00	46,683.69
<b>Expense</b>			
15000 · Tourism Expenses			
15030 · Web Hosting	1,573.87	2,100.00	(526.13)
16020 · *Office Supplies	1,007.74	1,800.00	(792.26)
16040 · *Postage	915.68	1,000.00	(84.32)
16070 · *Telephone Expense	689.96	1,750.00	(1,060.04)
16080 · Travel/Trade Show	411.73	3,000.00	(2,588.27)
16101 · Rent	15,400.00	16,800.00	(1,400.00)
16200 · Advertising & Visitor Guides	2,843.50	5,500.00	(2,656.50)
16210 · *Computer/Internet 75% spl w/GA	2,339.08	1,500.00	839.08
Total 15000 · Tourism Expenses	25,181.56	33,450.00	(8,268.44)
25000 · Bluebonnet Festival Expenses			
25012 · BBF - Sponsor Expense	2,254.36	2,500.00	(245.64)
25020 · BBF - Concession Sales Expense	9,870.00	7,500.00	2,370.00
25110 · BBF - Advertising	5,456.49	5,500.00	(43.51)
25120 · BBF - Booth Preparation	483.54	300.00	183.54
25130 · BBF - Magazine/Promotions	8,968.09	15,000.00	(6,031.91)
25140 · BBF - Kids Activities	102.30	400.00	(297.70)
25150 · BBF - Entertainment	24,821.89	25,000.00	(178.11)
25151 · BBF - Stage & Sound	9,322.06	10,000.00	(677.94)
25160 · BBF 5K Run	120.73	0.00	120.73
25180 · BBF - Parade	0.00	400.00	(400.00)
25190 · BBF - Postage	452.92	900.00	(447.08)
25200 · BBF - Sanitation	8,548.75	6,000.00	2,548.75
25211 · BBF - Event Insurance	4,459.32	4,500.00	(40.68)
25220 · BBF - Volunteers	1,765.13	1,500.00	265.13
25230 · BBF - Other Expenses	1,426.95	350.00	1,076.95
25241 · BBF - Pet Parade	109.00	250.00	(141.00)
25261 · BBF - Biergarten	5,007.63	4,200.00	807.63
Total 25000 · Bluebonnet Festival Expenses	83,169.16	84,300.00	(1,130.84)
26000 · Other Expense			
26010 · Annual Christmas Festival	14,005.97	10,000.00	4,005.97
26020 · Concession Sales Expense	844.42	1,000.00	(155.58)
26060 · Breakfast of Champions	934.06	750.00	184.06
26070 · Other Event	285.94	0.00	285.94
26080 · Annual Meeting	0.00	11,000.00	(11,000.00)
26090 · Board Christmas Party	1,329.10	1,000.00	329.10
Total 26000 · Other Expense	17,399.49	23,750.00	(6,350.51)

**Burnet Chamber of Commerce**  
**Profit & Loss Budget vs. Actual**  
 October 1, 2020 through September 11, 2021

	Oct 1, '20 - Sep 11, 21	Budget	\$ Over Budget
35000 · General & Administrative Exp			
35290 · Accounting Fees	1,435.00	1,400.00	35.00
35300 · Advertising (retail members)	198.95	1,000.00	(801.05)
35305 · Bank Fees and Charges	2,152.85	1,250.00	902.85
35310 · Community Donations	1,916.29	1,000.00	916.29
35330 · Dues/Subscriptions	361.52	900.00	(538.48)
35340 · Equipment Purchases	1,007.23	500.00	507.23
35345 · Equipment Rental & Maintenance	3,173.68	5,000.00	(1,826.32)
35346 · Meals & Food	2,931.35	2,500.00	431.35
35350 · Insurance	4,447.14	3,450.00	997.14
35360 · Membership	575.94	1,500.00	(924.06)
36010 · Office Maintenance	526.02	1,000.00	(473.98)
36020 · *Office Supplies	1,739.24	2,300.00	(560.76)
36030 · Payroll taxes	6,013.06	7,500.00	(1,486.94)
36035 · Payroll/Expense Health Insuranc	13,054.95	6,270.00	6,784.95
36036 · Retirement Contribution	350.00	0.00	350.00
36040 · *Postage	970.95	1,000.00	(29.05)
36050 · Property Taxes	68.16	100.00	(31.84)
36060 · Salaries	76,434.97	89,000.00	(12,565.03)
36070 · *Telephone	689.99	1,000.00	(310.01)
36210 · *Computer/Internet	908.51	500.00	408.51
36900 · Travel	487.62	1,600.00	(1,112.38)
Total 35000 · General & Administrative Exp	119,443.42	128,770.00	(9,326.58)
Total Expense	245,193.63	270,270.00	(25,076.37)
Net Income	71,490.06	(270.00)	71,760.06

# Burnet Chamber of Commerce Balance Sheet

As of September 11, 2021

	Sep 11, 21
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
1010 · Operating Account	143,343.31
1025 · First State Bank CD	12,556.69
1050 · Petty Cash	200.00
Total Checking/Savings	156,100.00
Accounts Receivable	
1200 · Accounts Receivable	(486.50)
Total Accounts Receivable	(486.50)
Total Current Assets	155,613.50
Fixed Assets	
1410 · Computer Equipment	2,224.39
1420 · Concession Trailer	7,299.82
1430 · Furniture & Fixtures	3,400.92
1440 · Intangibles	3,000.00
1510 · Accumulated Depreciation	(10,395.69)
1520 · Accumulated Amortization	(3,000.00)
Total Fixed Assets	2,529.44
<b>TOTAL ASSETS</b>	<b>158,142.94</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2100 · Payroll Liabilities-Scott & Whi	8,226.59
2110 · FICA & Medicare Payable	488.12
2120 · FIT W/H Payable	104.94
2130 · SUTA W/H Payable	(915.30)
2140 · FUTA W/H Payable	(372.09)
2200 · Sales Tax Payable	(1,073.14)
2400 · Note Payable - PPP Loan	16,900.00
Total Other Current Liabilities	23,359.12
Total Current Liabilities	23,359.12
Total Liabilities	23,359.12
Equity	
3900 · Retained Earnings	63,293.76
Net Income	71,490.06
Total Equity	134,783.82
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>158,142.94</b>



# Proclamation

## OF THE MAYOR AND CITY COUNCIL FOR THE CITY OF BURNET

*Whereas*, the City of Burnet future strength depends on providing a high-quality education to all students; and

*Whereas*, teacher quality matters more to student achievement than any other school-related factor; and

*Whereas*, teachers spend countless hours preparing lesson plans and supporting students; and

*Whereas*, our Burnet Consolidated Independent School District (BCISD) teachers have demonstrated great resilience, adaptability, and creativity during the COVID-19 crisis; and

*Whereas*, our community recognizes and supports its teachers in educating the children of this community; and

*Whereas*, #TeachersCan is a statewide movement supported by more than 125 partnering businesses and organizations committed to elevating the teaching profession and honoring the critical role teachers play in the success of Texas; and



*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, joins #TeachersCan and its partnering entities across Texas in celebrating October 5, 2021, as

## WORLD TEACHERS' DAY

in the City of Burnet and encourage all citizens to join in supporting and expressing appreciation to our teachers by displaying a light blue ribbon outside your homes or businesses the week of October 5<sup>th</sup>, 2021, as a symbol of support for our Burnet Consolidated Independent School District educators.

In witness thereof, I have hereunto set my hand and caused the seal of the City of Burnet to be affixed this, the 28<sup>th</sup> day of September 2021.

---

*Crista Goble Bromley, Mayor*



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

On this the 14<sup>th</sup> day of September, 2021, the City Council of the City of Burnet convened in a special called Workshop Session, at 5:00 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	Mary Jane Shanes, Ricky Langley, Joyce Laudenschlager, Cindia Talamantez
Absent	Phillip Thurman and Danny Lester
City Manager	David Vaughn
Asst. City Secretary	Leslie Kimbler

Guests: Habib Erkan, Carly Kehoe, Chance Sparks and Hugo Elizondo

Call to Order: Mayor Bromley called the meeting to order at 5:00 p.m.

DISCUSS AND REVIEW:

Freese and Nichols Comprehensive Plan Presentation: Carly Kehoe and Chance Sparks, with Freese and Nichols, gave a presentation to Council on their approach, their understanding of our town and our needs, and why they would be the best fit to complete the Comprehensive Plan.

ADJOURN:

There being no further business the Workshop session was adjourned at 5:31 p.m.

ATTEST:

\_\_\_\_\_  
Crista Goble Bromley, Mayor

\_\_\_\_\_  
Kelly Dix, City Secretary

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

On this the 14<sup>th</sup> day of September 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

Absent Philip Thurman

City Manager David Vaughn

Asst. City Secretary Leslie Kimbler

Guests: Patricia Langford, Alan Burdell, Brian Lee, Tony Nash, Mark Miller, Mark Ingram, Kelli Sames, Matt Imrie, Pam Rodgers, Lottie McCorkle, Josh Godwin, Ron Bourque, Roger Borgert

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

INVOCATION: Led by Council Member Mary Jane Shanes

PLEDGE OF ALLEGIANCE:

PLEDGE TO TEXAS FLAG: Pledges led by Council Member Cindia Talamantez

SPECIAL REPORTS/RECOGNITION:

Development Services Monthly Report- August 2021: M. Imrie: Matt Imrie presented the August 2021 Development Services Report that included the month end permit numbers issued for all categories, review of building developments in progress, and the August Code Enforcement activity.

Proclamation: Hunger Awareness Month: Mayor Bromley: Mayor Bromley presented Lottie McCorkle, LaCare Manager, with a proclamation declaring September 2021 as Burnet County Hunger Awareness Month encouraging citizens to join the Burnet County Hunger Alliance in increasing awareness to eliminating hunger in Burnet County.

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 24<sup>th</sup>, 2021 Regular City Council Meeting Minutes:

Approval of the September 7<sup>th</sup>, 2021 Special City Council Meeting Minutes:

Approval of the September 8<sup>th</sup>, 2021 Special City Council Meeting Minutes: Council Member Joyce Laudenschlager moved to approve the consent agenda as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

PUBLIC 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.

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: Mayor Bromley opened the public hearing and asked if anyone was interested in speaking, if so to approach the podium.

Roger Borgert, attorney, and representative for the property owners addressed the council and spoke in favor of the request to rezone. There being no one else wishing to speak, Mayor Bromley closed the public hearing.

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: 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: 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: 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: 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: 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 six hundred seventy-one (671) active cases, ninety-four (94) fatality cases in Burnet County. Currently, roughly twenty percent (20%) of the COVID-19 tests being conducted are positive and the hospitals are full. The fire department is continuing to do COVID testing as well as testing for Type A and/or B Flu. Chief Ingram reported that the Golf Course has had several staff out due to COVID; Public Works department has reported eleven staff that have either tested positive or have had to quarantine; the Police Department has had three staff out, the Fire Department has had eleven staff out and City Hall has had three staff out, all due to either testing positive or needing to quarantine.

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: Mayor Bromley moved to deny Ordinance No. 2021-27 as presented. Council Member Danny Lester seconded. The motion carried unanimously.

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 Mayor Bromley moved to approve the second reading of Ordinance 2021-31 as presented. Council Member Mary Jane Shanes seconded. Asst City Secretary Leslie Kimbler called a roll vote. Council Members Shanes, Talamantez, Laudenschlager, Langley and Mayor Bromley voted in favor. Council Member Lester voted against. The motion passed. The motion carried unanimously with five (5) in favor, one (1) opposed one (1) absent, and zero (0) abstentions.

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: Council Member Mary Jane Shanes moved to approve and adopt

Resolution No. 2021-45 as presented. Council Member Joyce Laudenschlager seconded. The motion carried unanimously.

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

Council Member Joyce Laudenschlager 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 Cindia Talamantez seconded. Asst. City Secretary Leslie Kimbler called a roll vote. Council Members Lester, Shanes, Talamantez, Laudenschlager, Langley and Mayor Bromley all voted in favor. There were no votes against and no abstentions. The motion carried unanimously with six (6) in favor, zero (0) opposed and zero (0) abstentions.

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: Council Member Mary Jane Shanes moved to approve the second and final reading of Ordinance No. 2021-33 as presented. Council Member Cindia Talamantez seconded. The motion carried unanimously.

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: Council Member Joyce Laudenschlager moved to approve the second and final 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 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: Council Member Cindia Talamantez moved to approve the first reading of Ordinance No. 2021-36 as presented. Council Member Danny Lester seconded. The motion carried unanimously.

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: Council Member Joyce Laudenschlager moved to approve Resolution No. 2021-45 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 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: Council

Member Danny Lester moved to approve the first reading of Ordinance No. 2021-37 as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

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: Council Member Mary Jane Shanes moved to approve the first reading of Ordinance No. 2021-38 as presented. Council Member Danny Lester seconded. The motion carried unanimously.

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: Council Member Danny Lester moved to approve Resolution No. 2021-46 as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

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: Council Member Danny Lester moved to approve Resolution No. 2021-47 as presented. Council Member Ricky Langley seconded. The motion carried unanimously.

CONVENE TO EXECUTIVE SESSION: Council Member Danny Lester moved to convene to Executive Session at 7:09 p.m. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

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

RECONVENE TO REGULAR SESSION FOR POSSIBLE ACTION: Council Member Danny Lester moved to convene to Regular Session at 7:26 p.m. Council Member Joyce Laudenschlager seconded. The motion carried unanimously.

Discuss and consider action: City Council shall reconvene to regular session and may take appropriate action on matters discussed in Executive Session. Mayor Bromley moved to appoint Tamara Tinney as Presiding Municipal Court Judge. Council Member Danny Lester 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 7:28 p.m. Seconded by Council Member Ricky Langley. The motion carried unanimously.

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Crista Goble Bromley, Mayor

**ATTEST:**

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Kelly Dix, City Secretary



## Administration

## ITEM 2.3

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

### Agenda Item Brief

<b>Meeting Date:</b>	September 28, 2021
<b>Agenda Item:</b>	Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AUTHORIZING THE ACCEPTANCE OF A PUBLIC UTILITY EASEMENT FROM MR. BUBBLES CARWASH LLC LOCATED NEAR THE INTERSECTION OF EAST TAGGARD STREET AND US ROUTE 281: H. Erkan
<b>Background:</b>	In April of this year city council adopted a zoning ordinance amendment to authorize a car wash on 0.4839 acres located on the southeast corner of the intersection of East Taggard Street and US Route 281. The developer wishes to dedicate a public utility easement to further facilitate the development of the project.
<b>Information:</b>	The easement shall be twenty feet in width and shall extend along the east property line.
<b>Fiscal Impact:</b>	The dedication of the easement shall have no direct fiscal impact.
<b>Recommendation:</b>	Approve and adopt Resolution R2021-48 as presented.

**RESOLUTION NO. R2021-48**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET,  
TEXAS AUTHORIZING THE ACCEPTANCE OF A PUBLIC UTILITY  
EASEMENT FROM MR. BUBBLES CARWASH LLC LOCATED NEAR  
THE INTERSECTION OF EAST TAGGARD STREET AND US ROUTE  
281**

**WHEREAS**, in April of this year city council adopted a zoning ordinance amendment to authorize a car wash on 0.4839 acres located on the southeast corner of the intersection of East Taggard Street and US Route 281; and

**WHEREAS**, the developer wishes to dedicate a public utility easement to further facilitate the development of the project.

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

**Section one. Findings.** That the recitals to this resolution are incorporated herein for all purposes.

**Section two. Easement Agreement Approved.** The Easement Agreement, as memorialized in the attachment hereto is hereby approved.

**Section three. Authorization.** The mayor is hereby authorized to execute an instrument in substantial form as the attachment hereto and take such further action as may be reasonably 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.

**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 28<sup>th</sup> day of September 2021.

**CITY OF BURNET, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Crista Goble Bromley, Mayor

\_\_\_\_\_  
Kelly Dix, City Secretary





## Police Department

## ITEM 4.2

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

### Agenda Item Brief

**Meeting Date:** September 28, 2021

**Agenda Item:** Discuss and consider action: SECOND AND FINAL 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 14<sup>th</sup> day of September, 2021

Passed, approved, and adopted on the 28<sup>th</sup> day of September, 2021

**CITY OF BURNET**

**ATTEST:**

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Crista Goble Bromley, Mayor

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Kelly Dix, City Secretary



## Development Services

### ITEM 4.3

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

## Agenda Item Brief

**Meeting Date:** September 28, 2021

**Agenda Item:** Discuss and Consider: 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 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:

	<b>North</b>	<b>South</b>	<b>East</b>	<b>West</b>
<b>Zoning</b>	"C-3"	"A"	"ETJ"	"C-3"
<b>FLUM</b>	Government	Commercial	Residential	Commercial
<b>Land Use</b>	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 Ordinance 2021-37 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 14<sup>TH</sup> day of September 2021.

**PASSED AND APPROVED** on this the 28<sup>th</sup> day of September 2021.

**CITY OF BURNET, TEXAS**

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Crista Goble Bromley, Mayor

**ATTEST:**

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Kelly Dix, City Secretary

**Exhibit "A"**  
**Location Map**



## Item 4.3

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Discuss and Consider: 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 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

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## 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 Ordinance 2021-37 as presented





## Development Services

## ITEM 4.4

Leslie Kimbler  
Planner  
512-715-3215  
lkimbler@cityofburnet.com

### Agenda Item Brief

**Meeting Date:** September 28, 2021

**Action Item:** Discuss and Consider: SECOND AND FINAL 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: PORTION OF 5 ACRES, 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: L. Kimbler

**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
<b>Zoning</b>	"C-1"	"R-1"	"C-1"	"R-1"
<b>FLUM</b>	Residential	Residential	Residential	Residential
<b>Land Use</b>	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 Ordinance 2021-38 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: PORTION OF 5 ACRES, 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 ACRES, 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 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 4.4

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Discuss and Consider: 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 DESCRIBED AS 806 EAST LEAGUE STREET (Legal Description: PORTION OF 5 ACRES, 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

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## 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.





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## Administration

## ITEM 4.5

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

### Agenda Item Brief

**Meeting Date:** September 28, 2021

**Agenda Item:** Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS, APPROVING A FRANCHISE FOR SOLID WASTE AND RECYCLING COLLECTION SERVICES IN THE CITY OF BURNET, TEXAS TO AL CLAWSON DISPOSAL, INC.; PRESCRIBING GENERALLY FOR THE OPERATION OF SUCH SERVICES; PROVIDING FOR ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE AND AN OPEN MEETINGS CLAUSE; AND PROVIDING FOR RELATED MATTERS: D. Vaughn

**Background:**

**Information:** This ordinance, if approved, would grant a five year franchise for solid waste and recycling services to ACDI.

**Fiscal Impact:** Adoption of this franchise will increase the cost of service by three percent.

**Recommendation:** Approve and adopt Ordinance number 2021-39 as presented.

## ORDINANCE 2021-39

**AN ORDINANCE OF THE CITY OF BURNET, TEXAS, APPROVING A FRANCHISE FOR SOLID WASTE AND RECYCLING COLLECTION SERVICES IN THE CITY OF BURNET, TEXAS TO AL CLAWSON DISPOSAL, INC.; PRESCRIBING GENERALLY FOR THE OPERATION OF SUCH SERVICES; PROVIDING FOR ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE AND AN OPEN MEETINGS CLAUSE; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, it is in the public interest to ensure solid waste and recycling services are provided to the citizens of the City of Burnet; and

**WHEREAS**, in accordance with the laws of the State of Texas, Al Clawson Disposal, Inc. ("ACDI"). was selected as the best proposal to provide said services; and

**WHEREAS**, the City Council has determined that granting of a franchise to ACDI will assist in meeting the solid waste and recycling needs of the community; and

**WHEREAS**, the City Council has determined that granting of a franchise on the terms set forth herein is in the public interest and in the interest of the City of Burnet and its residents.

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

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

**Section 2. Terms and Conditions.** ACDI shall be the exclusive provider of all residential and commercial solid waste, residential single stream recycling and bulky waste collection services, and a non-exclusive provider for commercial single stream recycling, inside the corporate city limits of Burnet, and is bound by all of the obligations as defined in the Franchise Agreement, attached hereto as Exhibit "A" incorporated herein as though fully transcribed herein.

**Section 3. Ordinances in Conflict.** All ordinances in conflict with the provisions of this ordinance are hereby repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect. All previous franchises providing for solid waste and recycling services in the City are hereby repealed.

**Section 4. Severability.** Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for

any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

**Section 5. Authorization:** The City Manager is hereby authorized to execute the franchise agreement and all documents necessary to authorize the franchise agreement.

**Section 6. Effective Date.** This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

**Section 7. Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

**PASSED AND APPROVED** on this 28<sup>th</sup> day of September, 2021.

**FINALLY PASSED AND APPROVED** on this 26<sup>th</sup> day of October, 2021.

**CITY OF BURNET, TEXAS**

\_\_\_\_\_  
Crista Goble Bromley, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Dix, City Secretary

# **Exhibit “A”**



**EXCLUSIVE FRANCHISE AGREEMENT  
FOR THE COLLECTION, HAULING AND DISPOSAL OF SOLID WASTE AND RECYCLABLE  
MATERIALS IN THE CITY OF BURNET, TEXAS**

**STATE OF TEXAS  
COUNTY OF BURNET**

THIS EXCLUSIVE FRANCHISE AGREEMENT ("Agreement") is made and entered into as of this 26<sup>th</sup> day of October, 2021 with an effective date of November 1, 2021 by and between Al Clawson Disposal, Inc., a Texas Corporation (the "Service Provider"), and the City of Burnet, Texas (the "City").

**WHEREAS**, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Service Provider the exclusive franchise, license and privilege to collect, haul and dispose of Residential Solid Waste and Recycling Services, and Commercial Solid Waste Services (as such terms are defined herein) excluding temporary Roll-off services, within the City's corporate limits.

**WHEREAS**, the Service Provider desires to operate and maintain the service of collection, transportation, and disposal of Residential Solid Waste and Recycling Services, and Commercial Solid Waste Services over, along, and across the present and future streets, alleys, bridges, and public properties of the City, subject to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

**SECTION 1. DEFINITIONS**

The following terms, as used herein, will be defined as follows:

**Bulky Waste.** Solid Waste not easily containerized in a Cart such as, but not limited to appliances, furniture, and other Solid Waste. Bulky Waste shall not include Excluded Waste.

**Bulky Waste Services.** Collection of Bulky Waste and Disposal of Bulky Waste at a Disposal Site or Recycling of Bulky Waste at a Recycling Facility.

**Brush Bundles.** Brush and/or yard trimmings securely tied together forming an easily handled package not exceeding four feet in length or 40 lbs. in weight.

**Cart.** A receptacle, equipped with wheels and a bar, with a capacity of approximately sixty-five (65) or ninety-five (95) gallons, designed to be mechanically dumped into a loader packer type

truck via a fully-automated truck arm or semi-automated truck tipper, purchased with a minimum ten (10) year manufacturer's warranty and approved in advance by the City Manager.

**City.** The City of Burnet, Texas and City's officers, elected officials, employees, agents, volunteers, and representatives.

**City Council.** The governing body of the City.

**City Event.** An event designated by the City Manager to receive City Services. The City Manager has the sole authority to add or eliminate City Events.

**City Manager.** The City Manager of the City of Burnet or a person authorized to act on behalf of the City Manager.

**City Services.** Solid Waste Services and Recycling Services for City Events and City Facilities.

**City Staff.** Personnel employed by the City of Burnet and authorized by the City Manager to act on behalf of the City in a limited capacity as provided for in this Agreement.

**Collect or Collection.** The act of removing Solid Waste for transport to a Disposal Site, removing Recyclable Materials for transport to a Recycling Facility, and removing Bulky Waste for transport to a Disposal Site or Recycling Facility.

**Corrugated Cardboard.** Any packaging material formed by gluing one or more fluted sheets of paperboard (corrugated medium) to one or more flat sheets (facings) of linerboard.

**Commercial Unit.** An improved property located in the City, other than a Residential Unit.

**Commercial Services.** Solid Waste Services, Bulky Waste Services, and Recycling Services for Commercial Units.

**Compactor.** A compaction mechanism, whether stationary or mobile, designed to attach to a Roll-off.

**Construction or Demolition Waste.** In accordance with 30 Texas Administrative Code § 330.3, defined as "Waste resulting from construction or demolition projects; includes all materials that are directly or indirectly the by-products of construction work or that result from demolition of buildings and other structures, including, but not limited to, paper, cartons, gypsum board, wood, excelsior, rubber, and plastics."

**Curbside.** The location within three (3) feet of the curb of the street abutting such property that provides primary access to the Residential Unit or Commercial Unit as designated by the City Staff unless such placement interferes with or endangers movement of vehicles and pedestrians.

**Customer(s).** An occupant of a Residential Unit or a Commercial Unit within the city limits of the City that has a City utility account that is billed for Solid Waste Services and/or Recycling Services on a monthly basis.

**Dead Animals.** Animals, or portions thereof, including any and all household animals that have expired from any cause.

**Disposal.** In accordance with 30 Texas Administrative Code § 330.3, defined as “The discharge, deposit, injection, dumping, spilling, leaking, or placing of any Solid Waste or Hazardous Waste (whether containerized or uncontainerized) into or on any land or water so that such Solid Waste or Hazardous Waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including groundwater”.

**Disposal Site or Facility.** All contiguous land, structures, other appurtenances, and improvements on the land that is licensed and permitted, as required by all governmental bodies having jurisdiction, for disposing of Solid Waste. A Disposal Site may be publicly or privately owned and may consist of several Disposal operational units.

**Dumpster.** A watertight receptacle, with a capacity of approximately two (2) cubic yards up to approximately ten (10) cubic yards, equipped with tight-fitting lid and designed to be mechanically dumped into a loader-packer type truck.

**Dwelling Unit.** Any group of rooms located within a dwelling and forming a single habitable unit with facilities which are used, or are intended to be used, for living, sleeping, cooking and eating.

**Excluded Waste.** Hazardous Waste, Special Waste, and Construction or Demolition Waste.

**Garbage.** Any and all Dead Animals of less than ten (10) pounds in weight; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not limited to, used tin cans and other food containers, and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents), except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals over ten pounds in weight, Hazardous Waste, Rubbish and Stable Matter.

**Generator.** Any person or entity that produces Solid Waste and/or Recyclable Materials.

**Hazardous Waste.** In accordance with 30 Texas Administrative Code § 330.3, defined as “Any Solid Waste identified or listed as a Hazardous Waste by the administrator of the United States Environmental Protection Agency under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, 42 United States Code, §§6901 *et seq.*, as amended.”

**Non-Hazardous Waste.** The Texas Commission on Environmental Quality defines Non-Hazardous Waste as waste that does not meet the EPA's definition of hazardous waste. Waste is considered hazardous if it is found on the EPA's list of hazardous waste or it exhibits one or more hazardous characteristics.

**Processing or Processed.** The Recycling of Program Recyclable Material into Recovered Materials.

**Program Recyclable Materials.** Loose, bagged, or tied with string or twine, Kraft paper; loose, bagged, or tied with string or twine corrugated containers that have liners of Kraft, jute, or test liner including dry food boxes, beer and soda carriers, shoe boxes; Loose, bagged, or tied with string or twine old newspaper including slick paper inserts; Other recyclable paper including paperboard, chipboard, junk mail, junk mail inserts, Residential mixed paper, bagged shredded paper, high-grade paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper including continuous-formed perforated white bond or green bar paper, book paper, cotton fiber content paper, duplicator paper, form bond, manifold business forms, mimeo paper, note pad paper (no backing), loose leaf fillers, stationery, writing paper, paper envelopes without plastic windows, carbonless (NCR) paper, tabulating cards, facsimile paper, manila folders, magazines, paperback books, small catalogs, telephone books and Yellow Pages; Any #1 through #7 rigid plastic bottle, container, jug, or jar; Beverage containers, steel "tin" food cans, bi-metal containers, lids composed primarily of whole iron or steel and other Recyclable Material of a similar nature; and/or any glass bottle, container, bottle, jug, or jar.

**Recovered Materials.** Metal, paper, glass, plastic, textile, or rubber materials that have known Recycling potential, can be feasibly Recycled, and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent Processing or separation from each other, but does not include materials destined for any use that constitutes Disposal. Recovered Materials as described above are not Solid Waste.

**Recyclable Materials.** In accordance with 30 Texas Administrative Code § 330.3, defined as "A material that has been recovered or diverted from the Non-Hazardous Waste stream for purposes of reuse, Recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable material is not Solid Waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than Recycled, whereupon it will be Solid Waste with respect only to the party actually abandoning or disposing of the material."

**Recyclable Paper:** Kraft paper; corrugated containers that have liners of Kraft, jute, or test liner including dry food boxes, beer and soda carriers, shoe boxes; old newspaper including slick paper inserts; magazines; catalog; telephone books and Yellow Pages; paperback books; hard back books with covers removed; chipboard; and other mixed paper including but not limited to junk mail, junk mail inserts, Residential mixed paper, bagged shredded paper, high-grade paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper including continuous-formed perforated white bond or green bar paper, book paper, cotton fiber content

paper, duplicator paper, form bond, manifold business forms, mimeo paper, note pad paper (no backing), loose leaf fillers, stationery, writing paper, paper envelopes without plastic windows, carbonless (NCR) paper, tabulating cards, facsimile paper, manila folders, and paperback books.

**Recycling or Recycle.** In accordance with 30 Texas Administrative Code § 330.3, defined as “A process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete are collected, separated, or processed and returned to use in the form of raw materials in the production of new products. Except for mixed municipal solid waste composting, that is, composting of the typical mixed solid waste stream generated by residential, commercial, and/or institutional sources, recycling includes the composting process if the compost material is put to beneficial use.”

**Recycling Cart.** A Cart exclusively utilized for Recycling Services.

**Recycling Facility.** All contiguous land, structures, other appurtenances, and improvements on the land that is licensed and permitted, as required by all governmental bodies having jurisdiction, for Recycling of Recyclable Materials. A Recycling Facility may be publicly or privately owned and may consist of several Disposal operational units.

**Recycling Services.** Collection of Single Stream Recyclable Materials and Disposal of Recyclable Materials at a Recycling Facility for Processing.

**Refuse.** A non-putrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials, combustible Rubbish, including paper, rags, cardboard, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, and similar materials; noncombustible Rubbish, including glass, crockery, tin cans, aluminum cans, metal furniture and like materials which will not burn at ordinary incinerator temperatures (1600°F to 1800°F), but not including Construction debris.

**Resident.** A person whom resides at a Residential Unit within the City of Burnet.

**Residential Services.** Solid Waste Services, Bulky Waste Services, and Recycling Services for Residential Units.

**Residential Unit(s).** An improved property, located within the City, which is used, or capable of being used, for domestic use by a single family, including a single-family dwelling, duplex, fourplex, townhouse, apartment or condominium unit. A Residential Unit shall be deemed occupied when either water or electric services are being supplied thereto. A townhouse, fourplex, duplex, or condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single family Dwelling Units, shall be treated as a Residential Unit, except that each Dwelling Unit within any such Residential Unit shall be billed separately as a Residential Unit. Those Residential Units designated by the City Staff to be served by a Dumpster or Roll-off Compactor shall not be included in this definition and shall be a Commercial Unit.

**Roll-off.** A watertight receptacle, with a capacity of approximately ten (10) cubic yards up to approximately forty (40) cubic yards, intended to be loaded onto a motor vehicle.

**Roll-off Compactor.** A Roll-off with a Compactor.

**Rubbish.** In accordance with 30 Texas Administrative Code § 330.3, defined as “Non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, brush, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).”

**Service Provider’s Representative.** Service Provider’s employee designated in charge of Service Provider’s operations under this Agreement and who is authorized to make decisions and act on Service Provider’s behalf as set forth in this Agreement.

**Single Stream.** System in which all Program Recyclable Materials are commingled and that does not require the Generator to separate prior to Collection.

**Solid Waste.** In accordance with 30 Texas Administrative Code § 330.3, defined as “Garbage, rubbish, refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:

- A. solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26; or
- B. soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements; or
- C. waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or re-pressurizing plants and is Hazardous Waste as defined by the administrator of the United States Environmental Protection Agency under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as amended (42 United States Code, §§6901 *et seq.*).

**Solid Waste Cart.** A Cart utilized exclusively for Solid Waste Services.

**Solid Waste Services.** Collection of Solid Waste and Disposal of Solid Waste at a Disposal Site.

**Special Collection.** A service provided by the Service Provider under this Agreement for which a fee is not specifically provided for in Exhibit “A”, attached hereto as Fee Schedule.

**Special Waste.** In accordance with 30 Texas Administrative Code § 330.3, defined as “Any Solid Waste or combination of Solid Wastes that because of its quantity, concentration, physical or chemical characteristics, or biological properties requires special handling and Disposal to protect the human health or the environment. If improperly handled, transported, stored, processed, or disposed of or otherwise managed, it may pose a present or potential danger to the human health or the environment. Special wastes are:

- A. Hazardous Waste from conditionally exempt small-quantity generators that may be exempt from full controls under Chapter 335, Subchapter N of this title (relating to household materials which could be classified as Hazardous Wastes);
- B. Class 1 industrial Non-Hazardous waste;
- C. untreated medical waste;
- D. municipal wastewater treatment plant sludges, other types of domestic sewage treatment plant sludges, and water-supply treatment plant sludges;
- E. septic tank pumping;
- F. grease and grit trap wastes;
- G. wastes from commercial or industrial wastewater treatment plants; air pollution control facilities; and tanks, drums, or containers used for shipping or storing any material that has been listed as a hazardous constituent in 40 Code of Federal Regulations (CFR) Part 261, Appendix VIII but has not been listed as a commercial chemical product in 40 CFR §261.33 or (f);
- H. slaughterhouse wastes;
- I. Dead Animals over ten (10) pounds in weight, except as otherwise provided for herein;
- J. drugs, contaminated foods, or contaminated beverages, other than those contained in normal household waste;
- K. pesticide (insecticide, herbicide, fungicide, or rodenticide)

- L. discarded materials containing asbestos;
- M. incinerator ash;
- N. soil contaminated by petroleum products, crude oils, or chemicals in concentrations of greater than 1,500 milligrams per kilogram total petroleum hydrocarbons; or contaminated by constituents of concern that exceed the concentrations listed in Table 1 of §335.521(a)(1) of the Texas Administrative Code
- O. used oil;
- P. waste from oil, gas, and geothermal activities subject to regulation by the Railroad Commission of Texas when those wastes are to be processed, treated, or disposed of at a Solid Waste management facility authorized under this chapter;
- Q. waste generated outside the boundaries of Texas that contains:
  - 1) any industrial waste; or
  - 2) any waste associated with oil, gas, and geothermal exploration, production, or development activities; or
  - 3) any item listed as a Special Waste in this paragraph;
- R. lead acid storage batteries;
- S. used oil filters from internal combustion engines;

**Unit.** Residential and Commercial Units that qualify for services requested in this Agreement.

**Work.** The furnishing of all labor, materials, equipment, and other incidentals necessary for the successful completion of this Agreement and the carrying out of all duties and obligations imposed on the Service Provider by this Agreement.

## **SECTION 2. EXCLUSIVE FRANCHISE AND RELATED SERVICES**

The City hereby grants to the Service Provider an exclusive franchise for all Residential and Commercial Solid Waste, Residential Single Stream Recycling, and Bulky Waste Collections services inside the corporate City limits of the City. The exclusive franchise shall include permanent Roll-off services for Solid Waste, but shall not include temporary Solid Waste disposal services to a construction project, in accordance with Chapter 364.034(h) of the Texas Health & Safety Code, which shall be provided for under a separate non-exclusive franchise agreement.



The City hereby grants to the Service Provider a non-exclusive franchise for Commercial Single Stream Recycling inside the corporate City limits of the City.

Solid Waste Services and Recycling Services shall be provided as follows:

A. Residential Services

The Service Provider shall provide the following Residential Solid Waste and Recycling Services:

- 1) Residential Curbside Solid Waste Collection, cart only once per week pick up.
- 2) No rocks, dirt, bricks, car batteries, oil, oil filters, ashes, or Hazardous Waste will be collected in Curbside pickup.
- 3) Senior Citizen Residential Curbside Solid Waste Collection, once per week pick up for citizens age sixty-five (65) and over.
- 4) Except as otherwise provided for herein, Curbside Solid Waste Collection shall be limited to the contents of the Cart.
- 5) Service Provider shall provide for the pickup of up to an additional three (3) cubic yards, once per calendar month, of Solid Waste, Bulky Waste and Brush Bundles for each Customer. Solid Waste, Bulky Waste and/or Brush Bundles in excess of three (3) cubic yards per monthly pickup shall be billed at an additional fee as provided for in Exhibit "A".
- 6) Residential Single Stream Curbside Recycling Collection with every other week pick up.
- 7) Senior Citizen Residential Single Stream Curbside Recycling Collection with every other week pick up for Customers age sixty-five (65) and over.
- 8) Service Provider shall provide house side Collections, at no extra cost to citizens who are handicapped or disabled. Determination for citizens requesting this service shall be made between the City and Service Provider.
- 9) All Residential Units shall be required by City ordinance to be billed for Recycling Services and Solid Waste Services.
- 10) Service Provider shall supply each Residential Customer with one (1) 95-gallon Solid Waste Cart for Residential Curbside Solid Waste Collection and one (1) 95-gallon Recycling Cart for Residential Single Stream Curbside Recycling Collection. Customers who are physically unable to use the standard 95-gallon Solid Waste Cart may request a 65-gallon Cart.
- 11) Residents may obtain additional Carts for Residential Curbside Solid Waste Collection and Residential Single Stream Curbside Recycling Collection, at an additional cost as provided for in Exhibit "A".

B. Commercial Services

The Service Provider shall provide the following Commercial Solid Waste and Recycling Services:

- 1) Commercial Curbside Solid Waste Collection, one (1) to five (5) times per week pick up. Commercial Customers utilizing Carts may obtain additional 95-gallon Solid Waste Carts at an additional cost.
- 2) Optional Commercial Single Stream Curbside Recycling Collection with every other week pick up. Service Provider shall provide one (1) 95-gallon Recycling Cart for each Commercial Unit requesting such service. Commercial Customers may obtain additional 95-gallon Recycling Carts at an additional cost. This service is optional and provided upon the request of the Customer.
- 3) Optional Commercial Dumpster Recycling Rates. Service Provider shall provide one (1) eight yard dumpster for each Commercial Unit requesting such service. Commercial Customers may obtain additional eight yard recycling dumpsters at an additional cost. This service is optional and provided upon the request of the Customer. Service Provider requires a minimum of three Commercial Customers to offer this service. The City may elect to guarantee the minimum in order to provide continuity of service to its customers.
- 4) Commercial Solid Waste Collection via Dumpster, closed Roll-off or Compactor Roll-off, Collections between one (1) and five (5) days weekly.
- 5) Service Provider shall bill all Roll-off accounts for all Roll-offs collected in the City for permanent Roll-off services.
- 6) All Commercial Units shall be required by City ordinance to be billed for Solid Waste Services.

C. Municipal Services.

The Service Provider shall provide the following Solid Waste and Recycling Services to the City, at no cost to the City, unless otherwise stated:

- 1) All City facilities, shall be served with 95-gallon Carts or the appropriate sized Commercial Dumpster, as requested by the City, at no cost to the City.
- 2) Service Provider shall provide up to sixty (60) roll off boxes per year for monthly City-wide cleanups, for no additional charge. Said clean ups shall be held at a location and date designated by the City (typically the first Saturday of every month). The City shall set-up a manned and supervised citizen drop-off site that accepts Refuse, Construction or Demolition Waste, Bulky Waste, brush and other yard waste. Materials not accepted by the landfill shall not be placed in the roll off boxes. This service shall be for verified City residents only.
- 3) Dead Animal Collection.  
Service Provider shall provide a container of the City's choice for Disposal of Dead Animals, to be disposed of daily at no cost to the City.
- 4) Special Event Solid Waste and Recycling Collections.

Service Provider shall provide up to five (5) forty (40) yard Roll-Off containers, including one (1) haul each per year for City Events. The Service Provider shall provide approximately fifty (50) additional Solid Waste Carts to be kept at a location of the City's choice, for use at Special Events. Service Provider shall provide Recycling Carts upon request by the City. These Solid Waste Services and Recycling Services are provided at no cost to the City.

5) Roll-Offs.

Service Provider shall provide one (1) forty (40) yard Roll-off container to be located at the Public Works Warehouse and up to twelve (12) free pulls per contract year, at no cost to the City.

D. General Services.

The Service Provider shall provide the following services:

1) Tire Collection.

Service Provider shall provide (upon request by the City) a container located at the Public Works Warehouse, for disposal of tires and shall be billed to the City in accordance with the rate for tires as specified in Exhibit "A".

2) Special Collections.

Service Provider shall provide Special Collections for Bulky Waste and other Solid Waste Services that have been identified as such by the City and the Service Provider.

Commercial Solid Waste Collection via a Compactor Roll-off shall be considered a Special Collection.

3) Post Tenant Cleanup

Post tenant clean-up resulting in Bulky Waste or Solid Waste that exceeds the permitted volume for Residential services may be considered as Bulky Waste and shall be billed separately in accordance with the rate specified for Bulky Waste in Exhibit "A".

E. Schedules and Routes

The Service Provider shall provide Collection services to Customers on a scheduled Collections day. The Service Provider shall maintain the schedules and the routes on file with the City. Any changes to the schedule and/or routes for Residential Customers are subject to the approval of the City Manager.

F. Minimum Program Recyclable Materials

Service Provider shall, at a minimum, collect the following Program Recyclable Materials:

- 1) Recyclable Paper.
- 2) Recyclable Corrugated Cardboard.
- 3) Recyclable Plastics: #1 through #5 and #7 plastic bottles, containers, jugs and jars.
- 4) Recyclable Glass: Any glass food and beverage bottles, containers, jugs and jars with or without paper labels, rings and lids. Recyclable glass includes all colors, excludes Pyrex.
- 5) Recyclable Aluminum and Steel: Any food and beverage containers, cans, bimetal cans, or lids with or without paper labels, rings and lids, and scrap metal composed primarily of whole iron, tin, aluminum, steel, or
- 6) Other Recyclable Material of similar nature.

G. Disposal Site and Recycling Facility

Service Provider shall dispose of all Solid Waste and Bulky Waste Collected at a permitted Disposal Site. The Disposal Site shall be licensed and permitted as required by all governmental bodies having jurisdiction for disposing of Solid Waste. The charge for Disposal shall be included in the rates. Service Provider shall not be required to Collect liquid or gaseous materials not permitted by the Texas Commission on Environmental Quality (TCEQ) to be disposed of at the Disposal Site.

Service Provider shall process and market all Recyclable Materials Collected at a Recycling Facility. The Recycling Facility shall be licensed and permitted, as required by state law. The charge for Processing and Recycling shall be included in the rates.

Disposal and Recycling Facility sites may change upon written notice to the City prior to such change and upon submittal of verification that the site(s) are in compliance with this Agreement.

H. Personnel

The Service Provider shall insure that all federal and state laws pertaining to salaries, wages, employment and operating requirements are met or exceeded.

During the term of this Agreement and any extension thereof, the Service Provider shall be responsible for the actions of its agents, servants and employees while such agents,

servants and employees are acting within the scope of their employment or agency.

The Service Provider will hire and maintain qualified personnel to provide the scope of services.

The Service Provider shall ensure personnel, who normally or regularly come into direct contact with the public, bear some means of individual identification, such as uniform with name badges, name tags, or identification cards;

The Service Provider shall ensure such personnel operating Collection vehicles have a valid commercial driver's license;

All personnel shall serve the public in a courteous and helpful manner. The City may require that any personnel that is discourteous, belligerent, profane, or in any way intimidating toward Customers, or City personnel, be barred from further Work in connection with this Agreement;

The Service Provider shall not employ any personnel who are registered sex offenders when said personnel would normally or regularly come into direct contact with the public during the execution of the provisions of this Agreement;

For the term of the Agreement, the Service Provider shall maintain the following personnel:

- 1) Service Provider's Representative that is authorized to make decisions and act on its behalf shall be accessible to the City twenty-four (24) hours a day;
- 2) Operations manager qualified to be in charge of the work provided for in connection with this Agreement;
- 3) Any other personnel required to provide the scope of services;

#### I. Recordkeeping and Reporting

- 1) The Service Provider shall submit electronic reports of the required records, using software and formats approved by the City, on a monthly basis. All records shall be available to City at reasonable times and places throughout the term of this Agreement and for a period of five (5) years after last or final payment.
- 2) The Service Provider shall create, maintain, and deliver to the City the following records:
  - a) Document Solid Waste and Bulky Waste tonnage delivered to Disposal

facility;

- b) Document Recyclable Materials delivered to recyclable Processing facility;
  - c) Document Commercial Collection activity by container size and frequency of pick up;
  - d) Identify unaccepted loads by date collected, route, and facility;
  - e) Document complaints, on a daily basis, including the address, time and date for each and the reason, and resolution;
  - f) Written reports of documented complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution;
  - g) Such other documents and reports, as the City may reasonably require, to verify compliance with any Agreement or to meet the City's reporting requirements;
  - h) Other recordkeeping and reporting requirements as agreed upon by City and Service Provider.
- 3) A report accurately reflecting the value of the Service Provider's property used and useful in rendering Service Provider's service to the public and which reflects the Service Provider's expenses, receipts and profits of all kinds shall be provided annually or upon request by the City;
  - 4) Service Provider shall meet, at least quarterly, with the City Manager and/or City Staff to discuss any and all issues related to the Work provided for herein.
  - 5) Service Provider shall present to the City Council on a quarterly basis. Such presentation shall include, but not limited to, current and future service issues, quantities of Solid Waste and Recycling Collections, and public education.
  - 6) The City shall submit a daily log of Customer Requests in the same, or similar, format as provided for in Exhibit "D".

#### J. Performance Standards

Service Provider (and its drivers, employees and agents) shall adhere to the following performance standards:

- 1) Carts shall be replaced upright as close to their original location as possible, without obstructing traffic or damaging landscaping. Lids will be closed after servicing;
- 2) Dumpsters and Roll-off Compactors shall be replaced upright at the Customer's placement, without obstructing traffic or damaging landscape;
- 3) Service Provider shall not leave loose material, which during Collections may fall in the streets or property of Customers, and will Collect any loose material that is generated during the Collection operations;
- 4) Service Provider shall make all reasonable efforts to Collect waste and Refuse regardless of barriers (i.e. blocked streets) except when the safety and health of the Service Provider's employees or the public is placed in danger;
- 5) Drivers are expressly forbidden to use their emergency brake to stop a moving vehicle, except in cases of emergencies;
- 6) Service Provider shall comply with the Customer complaint resolution provisions as provided for herein;

K. Audit

The City shall have the right to examine and audit, at any time during business hours, the accounts and other records of the Service Provider. City and Service Provider shall perform an annual audit to verify service levels and billing.

**SECTION 3. TITLE TO EQUIPMENT.**

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider.

**SECTION 4. RATES AND FEES.**

Subject to adjustment, as provided in Section 5 hereof, the rates and fees to be charged and received by the Service Provider are provided for in Exhibit "A".

**SECTION 5. RATE ADJUSTMENT.**

A. Annual Rate Adjustments shall be as follows:

The fees which may be charged by the Contractor for the years of the term hereof may be adjusted upward to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, all items [TABLE 24] as published by the U.S. Department of Labor, Bureau of Labor Statistics, with a maximum allowable increase of 3% per annum. Contractor will petition the City, in writing, at least ninety (90) days prior to the anniversary date for any adjustment to the rates charged to the City as established hereunder, by submitting any such request for a rate adjustment to the City.

- B. Factors to be considered in determining whether or not a rate adjustment is justified shall be as follows:
  - 1) Changes in costs for labor, fuel, equipment, insurance, taxes, disposal fees or other operations.
  - 2) Changes in recycle participation and/or volume of recyclables collected.
- C. Contractor shall submit financial and accounting data to the City, which substantiates its request for a rate adjustment.
- D. All rate modifications shall be subject to City Council approval.

#### **SECTION 6. PROCESSING, BILLING AND FEES.**

- A. **Billing.** No later than the tenth business day of every month, Service Provider shall invoice the City for Residential Services and Commercial Services rendered in the prior month(the Monthly Invoice”). Thereafter, the City shall remit payment no later than the 25<sup>th</sup> of the month for the immediately preceding month’s service. The Parties shall cooperate in a good faith manner, using Exhibit “D” for guidelines to resolve any disputed amounts within the initial ten (10) day period. Any amounts remaining disputed by the 25<sup>th</sup> of each month shall be deducted from the Monthly Invoice and resolved in a timely manner. The City shall solely be responsible for billing Residential Services and Commercial Services. Nothing herein shall prohibit the City from collecting sums from Customers in addition to those sums called for herein.
- B. **Taxes.** The City shall also be responsible for paying any and all sales, use and service taxes collected from the City’s customers and/or payable in connection with the Services billed by the City.
- C. **Bad Debt; Unpaid Rates/Fees.** The City agrees that payments owing to the Service Provider pursuant to this Agreement shall be based solely on the Services rendered by



the Service Provider. The Service Provider shall not be held responsible for the collection of "bad debt" billed by and owed to City for the Services, nor shall the Service Provider be penalized for Services rendered that remain unpaid by any Residential or Commercial Unit.

- D. Billing for Special Collections and Permanent Roll-offs. Notwithstanding anything to the contrary contained herein, the Service Provider shall bill for all Special Collections and permanent Roll-offs. The Service Provider shall pay a fifteen percent (15%) franchise fee to the City based on the Service Provider's gross receipts Collected from the Service Provider's billings for providing Special Collections and permanent Roll-offs. Gross receipts shall not include; (1) local, state, or federal taxes collected by the Service Provider that have been billed to its customers and separately stated on its customer's bills, or (2) the franchise fee paid under this Agreement, or (3) revenue uncollectible from Service Provider's customers (i.e. bad debts) with billing addresses in the City that were previously included in the gross revenues.

The Service Provider shall pay to the City the franchise fees collected on a quarterly basis, in arrears, on or before the twentieth (20<sup>th</sup>) calendar day after the end of each calendar quarter. The City may act as the biller and collector for certain Special Collections, upon mutual agreement of the City and the Service Provider.

- E. Pro-Rata Billing: The initial billing for new services, or final billing for discontinued services, shall be pro-rated based on the number of days for which service was received.

## **SECTION 7. SPILLAGE AND LEAKAGE.**

Service Provider shall clean up any materials, including leakage of fluids spilled from Service Provider's vehicles.

During transport, all materials shall be contained, covered and enclosed so that spilling and leakage of materials does not occur.

Service Provider shall be responsible for the cleanup of any spillage or leakage from its vehicles. Service Provider shall perform all clean-ups of any spillage or leakage from its vehicles within two (2) hours of the spillage or leakage. Service Provider shall not leave the spill or leak from its vehicles unattended.

Service Provider will carry absorbent materials to clean up liquid and hydraulic spills or leaks on all trucks.

If a spill or leak leaves a stain on a roadway, building, or other similar surface caused by Service Provider, its vehicles or employees, the Service Provider will use all reasonable means available

to remove the stain and restore the facility to the satisfaction of the City Manager.

#### **SECTION 8. LITTER AND ODOR**

Service Provider shall clean up any litter caused by the provision of services.

Service Provider shall clean up any litter larger than three (3) inches within a ten (10) foot radius of Collection areas.

Collection equipment shall be maintained as to prevent odors. The Service Provider shall routinely clean Collection equipment, so as to maintain a standard of cleanliness.

#### **SECTION 9. SAFETY**

The Service Provider shall perform the Work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws, as they apply to its employees. Safety precautions at the site are a part of the construction technique and processes for which Service Provider shall be solely responsible. Service Provider is solely responsible for handling and use of Hazardous Materials or waste, and informing employees of any such Hazardous Materials or waste. The Service Provider shall be responsible for instructing its employees in regard to safe working habits and shall be responsible for compliance with all Occupational Safety and Health Administration regulations. Service Provider shall provide copies of all Hazardous Materials and waste data sheets to the City's Fire Department marked Attn: Fire Marshall.

#### **SECTION 10. HOURS OF OPERATION.**

Collections shall be scheduled by route for each day of the week (Monday-Friday). No Collections shall be made on Sundays unless the Service Provider is directed to do so by the City Manager. Residential Collections shall occur between 7:00 a.m. and 7:00 p.m. on the scheduled Collection day(s). No Commercial Collections will be made prior to 7:00 a.m. if such Collection is in a Residential neighborhood, unless otherwise approved by the City Staff. Service Provider shall maintain a consistent route schedule and comply with provisions related to hours of service. Service Provider shall not provide Residential Collection services one-half (1/2) hour before the beginning or one (1) hour after dismissal on a scheduled school date on streets directly adjacent to school campuses.

#### **SECTION 11. HOLIDAYS.**

Service Provider may observe New Year's Day, Thanksgiving Day and Christmas Day. Service Provider shall request any additionally proposed holidays to be observed each calendar year prior to October 1st of the prior calendar year for approval by the City Manager. The City Manager may require Service Provider to provide, or not provide, Collections on a holiday. Suspension of service for any holiday shall not relieve Service Provider of its obligation to provide Collection service in frequencies provided for in this Agreement. Should Service Provider observe a holiday, Service Provider shall, for the remainder of the calendar week, provide Collection services to Customers one day after their normal Collection day, including Saturday, as its catch-up day.

## **SECTION 12. CUSTOMER SERVICE.**

### **A. Service Inquiries.**

The City shall manage current and new Customer service requests for all Residential and Commercial Customers, excluding Roll-offs and Special Collections, or as otherwise provided for herein. The City shall notify Service Provider of any additions, deletions or modification in Solid Waste Services and Recycling Services within one (1) business day of the request by the Customer.

The Service Provider and the City agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints. The Service Provider shall be responsible for maintaining a log of complaints as provided for herein.

### **B. Customer Service Office.**

- 1) The Service Provider's customer service office is located at 8600 North IH 35 Georgetown, Texas 78626.

The Service Provider's customer service office hours of operation are Monday through Friday from 8 a.m. until 5 p.m.

### **C. Customer Complaints.**

- 1) City shall manage Customer complaints, including incoming phone calls, and emails addressing concerns, and resolving issues for Residential Solid Waste and Recycling Services, and Commercial Services billed by the City.
- 2) The Service Provider provides customer service for Special Collections and permanent Roll-off services billed by the Service Provider.
- 3) All Customer complaints about services shall be promptly forwarded to the Service

Provider and shall be given prompt and courteous attention. Service Provider shall resolve all complaints within twenty-four (24) hours of receipt of such complaint.

- 4) In the case of alleged missed Collection, the Service Provider shall make every effort to Collect the material on the same day; but it shall be Collected within one (1) business day after the complaint is received. Unless otherwise specified in this Agreement, should the Service Provider for any reason after being notified fail to make any Collections, then the City, without further notice, may cause the same to be picked up and disposed of and shall deduct or bill to the Service Provider the City's cost as well as bill or deduct the Service Provider's pro-rata charge or rate for providing the service.
- 5) Any complaint from a Customer that is not resolved to Customer's satisfaction shall be addressed by the City and the Service Provider.

### **SECTION 13. REPEATED NON-COLLECTION.**

It is specifically understood and agreed that where the owner or occupant of a Commercial or Residential Unit repeatedly fails to timely place a Container as directed in Section 2 herein, or is otherwise in violation of the City's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume or weight of Solid Waste or Recyclable Materials to be removed, the Service Provider may refrain from collecting all or a portion of such Solid Waste or Recyclable Materials and will notify the City within eight (8) hours thereafter of the reason for such non-collection.

The Service Provider will also provide written notice to the Commercial or Residential Unit of the reason for such non-collection, unless such non-collection is the result of the Commercial or Residential Unit's failure to timely place the Containers, Bulky Items or Bundles out for collection. Such written notice shall be attached to the Container or the uncollected Solid Waste or Recyclable Materials, shall indicate the nature of the violation and shall indicate the correction required in order that such Solid Waste or Recyclable Materials may be collected.

### **SECTION 14. SERVICE PROVIDER'S UNDERSTANDING AND DUTY.**

Service Provider acknowledges that this Agreement is subject to all requirements of the City of Burnet Home Rule Charter ("Charter"). The Service Provider, its employees, subcontractors, and agents shall comply with all applicable federal and state laws, the City Charter and ordinances of the City of Burnet, Texas, and all applicable rules and regulations promulgated by all local, state, and national boards, bureaus, and agencies. Service Provider shall further obtain and maintain all permits and licenses required, if any, for the performance of any services required.

Service Provider will be responsible for conducting criminal background checks and verifying employment eligibility on all employees employed in provided the Work required in this Agreement.

The failure or omission of the Service Provider to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing within the City shall in no way relieve the Service Provider from any obligations with respect to this Agreement.

The Service Provider acknowledges that Service Provider is an independent contractor of the City and is not an employee of the City.

#### **SECTION 15. COLLECTION VEHICLES AND EQUIPMENT.**

The Service Provider shall utilize Collection vehicles, Carts and Dumpsters sufficient to meet the service requirements set forth in this Agreement. Such Collection vehicles and equipment shall be substantially similar to those as provided for in Exhibit "B", attached hereto.

No third-party advertisements are allowed on trucks used for Collections. All Collection vehicles shall be equipped with back-up camera and spill kits for oil and hydraulic fluid. Vehicles shall be in good, clean appearance and operating efficiently. Service Provider shall provide sufficient number of Collection vehicles to provide service in compliance with this Agreement.

Each vehicle shall be clearly marked with the Service Provider's name, telephone number and unit number legible from one-hundred-fifty (150) feet.

#### **SECTION 16. DUE CARE.**

The Service Provider shall exercise due care and caution in providing the Services so that the City's public and private property, including streets and parking areas, will be protected and preserved.

#### **SECTION 17. PERFORMANCE STANDARDS.**

The Service Provider, its agents, servants and employees shall perform the Services in a courteous, competent and professional manner. During the term of this Agreement and any extension thereof, the Service Provider shall be responsible for the actions of its agents, servants

and employees while such agents, servants and employees are acting within the scope of their employment or agency.

## **SECTION 18. INSURANCE REQUIREMENTS.**

- 1) Insurance: Service Provider shall at all times during the Agreement maintain in full force and effect Employer's Liability, Worker's Compensation, Public Liability and Property Damage Insurance as provided for herein. All insurance shall be by insurers and for policy limits reasonably acceptable to the City and before commencement of work hereunder Service Provider agrees to furnish the City certificates of insurance satisfactory to the City to the effect that such insurance has been procured and is in force. The City shall be shown as additional insured during the initial term and any renewals. Proof of insurance shall be included in the form of Exhibit "C". The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is executed and are in force at this time. In the event of cancellation of a coverage required below affecting the certificate holder, thirty (30) days prior written notice will be given to the certificate holder and the City."

- 2) All policies shall be written on a "per occurrence" and not "claims made" basis.
- 3) For this purpose of the Agreement, the Service Provider shall carry the following types of insurance in at least the limits specified below:

### **Minimum Limits of Insurance:**

Type of Coverage	Per Occurrence Minimum	Aggregate Minimum
Workers Compensation	As required by law and shall cover all employees including drivers.	As required by law
Comprehensive And General Public Liability	\$1,000,000	\$2,000,000
Property Damage	\$1,000,000	\$2,000,000
Comprehensive Auto Liability Bodily Injury	\$1,000,000	\$2,000,000
Comprehensive Auto Liability-Property Damage	\$500,000	\$1,000,000

Umbrella Liability/ Each Occurrence		\$5,000,000.00
Excess Liability Aggregate		\$5,000,000.00

## **SECTION 19. RELEASE AND INDEMNIFICATION**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SERVICE PROVIDER HEREBY AGREES AND CONSENTS FOR ITSELF, INDIVIDUALLY, AND ON BEHALF OF THE BUSINESS ENTITY REPRESENTED, TO FULLY AND UNCONDITIONALLY RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF BURNET, TEXAS, INCLUDING ITS OFFICERS, AGENTS AND EMPLOYEES, AND TO DEFEND AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, ATTORNEY FEES, CLAIMS, SUITS, DEMANDS, LOSSES, OR LIABILITY FOR INJURIES TO REAL OR PERSONAL PROPERTY AND INJURIES TO PERSONS INCLUDING DEATH, INCLUDING SERVICE PROVIDER'S EMPLOYEES, AFFILIATES, REPRESENTATIVES, PARTNERS, AGENTS, OR THOSE WORKING ON SERVICE PROVIDER'S BEHALF, FROM ANY AND ALL OTHER COSTS, EXPENSES, ATTORNEY FEES, CLAIMS, SUITS, DEMANDS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND IN THE PERFORMANCE THEREOF, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF SERVICE PROVIDER, ITS OFFICERS, AGENTS OR EMPLOYEES, SAVE AND EXCEPT THE SOLE AND EXCLUSIVE NEGLIGENCE OF THE CITY. THIS PROVISION SHALL APPLY TO ALL IMPUTED OR ACTUAL JOINT ENTERPRISE AND JOINT VENTURE LIABILITY, IF ANY.

## **SECTION 20. SEVERABILITY.**

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

## **SECTION 21. TERMINATION.**

In the event of a failure by Service Provider to perform any material provision of this Agreement, City shall give written notice of such breach to Service Provider along with at least thirty (30) days to correct such breach (the "Cure Period"). In the event the Service Provider has not adequately corrected such breach in accordance with this Agreement, a hearing shall be held before the City Council. Upon completion of the Cure Period and the public hearing, the City may terminate this Agreement and shall notify the Service Provider in writing of such

termination action. At such time, City shall pay Service Provider only all charges and fees for the services performed on or before such termination date. Following any such termination and the final payment from the City to Service Provider, neither party shall have any further obligation under this Agreement other than for claims for personal injuries or property damage as expressly provided in this Agreement and arising prior to such termination date.

## **SECTION 22. TERM OF AGREEMENT.**

The Service Provider shall provide services for the term of the Agreement, with an initial term of five (5) years, commencing on November 1, 2021 at 12:00 AM, CST and ending on October 31, 2026. The City and the Service Provider, by written mutual agreement prior to the expiration of the Agreement, may extend the Agreement for additional terms; provided that upon the absence of written notice this Agreement shall continue on a month to month basis.

## **SECTION 23. ASSIGNMENT.**

This Agreement shall not be assignable or otherwise transferable by the Service Provider without the prior written consent of the City.

## **SECTION 24. FORCE MAJEURE.**

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

## **SECTION 25. JURISDICTION AND VENUE.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and is fully performable in Burnet, Texas, and venue for any action related to this Agreement will be Burnet County, Texas.

## **SECTION 26. WARRANTIES AND SERVICE.**



The implied warranties of merchantability and fitness for a particular purpose shall not be waived under this Agreement except as expressly authorized, in writing by the City.

#### **SECTION 27. SECURITY FOR FAITHFUL PERFORMANCE**

Prior to commencement of the Work, the Service Provider will be required to furnish a Two Hundred Thousand Dollar (\$200,000.00) performance bond as security for the faithful performance of this Agreement.

Premium for the bonds described above shall be paid by the Service Provider. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

The surety on the bond shall be a duly authorized corporate surety with a minimum A.M. Best rating of A+ and fully authorized to do business in the State of Texas.

The performance bond shall remain in place throughout the term of this Agreement.

#### **SECTION 28. INCORPORATION BY REFERENCE**

All of the exhibits attached to this Agreement or referred to herein and all documents in the nature of such exhibits, when executed, are by this reference incorporated in and made a part of this Agreement, including the following:

<b>Exhibit "A"</b>	<b>Fee Schedule</b>
<b>Exhibit "B"</b>	<b>Collection Vehicle and Equipment List</b>
<b>Exhibit "C"</b>	<b>Proof of Insurance</b>
<b>Exhibit "D"</b>	<b>Customer Request</b>

#### **SECTION 29. ATTORNEYS' FEES.**

The prevailing party in any dispute between the parties arising out of the interpretation, application or enforcement of any provision hereof shall be entitled to recover all of its reasonable attorneys' fees and costs whether suit be filed or not, including without limitation costs and attorneys' fees related to or arising out of any trial or appellate proceedings.

#### **SECTION 30. CONFLICTS BETWEEN AGREEMENT AND RFP**

This section has been intentionally deleted.

**SECTION 31. NOTICE.**

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage paid, certified mail, return receipt requested, and addressed to the respective parties at the address set forth below:

If to the City:

City of Burnet  
Attn: City Manager  
P.O. Box 1369  
Burnet, TX 78611

If to the Service Provider: Al Clawson Disposal, Inc.  
Attn: Tanya Clawson  
8600 North IH 35  
Georgetown, Texas 78626  
Mailing Address: P.O. Box 416, Jarrell, TX 76537

## SECTION 32. TRANSITION PLANS.

Service Provider shall provide such services as necessary, and shall cooperative in a good faith manner with the City's current provider, to ensure a seamless and efficient transition.

Service Provider, at the termination of this Agreement, shall provide such services, and shall cooperate in a good faith manner with any future providers, to ensure a seamless and efficient transition.

**SECTION 33. NO JOINT VENTURE CREATED.**

Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties or constitute any Party to be the agent of the other Party for any purpose.

**SECTION 34. ACCEPTANCE.**

PASSED AND APPROVED BY THE CITY OF BURNET CITY COUNCIL MEETING AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF THE STATE OF TEXAS AND ALL OTHER APPLICABLE LAWS THIS                      DAY OF                      , 2021.

AL CLAWSON DISPOSAL, INC.  
P.O. Box 416  
Jarrell, TX 76537

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF BURNET  
P. O. Box 1369  
Burnet, TX 78611

By: \_\_\_\_\_

Name: David Vaughn

Title: City Manager

## EXHIBIT "A"

### FEE SCHEDULE

<b>STANDARD RESIDENTIAL SOLID WASTE AND RECYCLING RATES:</b>	
One 95-gallon Solid Waste Cart and one 95-gallon Recycling Cart (Every Other Week "EOW" recycling)	19.64
Each additional 95-gallon Solid Waste Cart	3.97
Each additional 95-gallon Recycling Cart	2.05
<b>SENIOR CITIZEN SOLID WASTE AND RECYCLING RATES:</b>	
One 95-gallon Solid Waste Cart and one 95-gallon Recycling Cart (includes EOW recycling)	15.73
Each additional 95-gallon Senior Citizen Solid Waste Cart	3.38
Each additional 95-gallon Senior Citizen Recycling Cart	2.05
<b>COMMERCIAL CURBSIDE RECYCLING RATES:</b>	
Every Other Week (EOW) - One 95-gallon Cart	4.46
Additional 95 gallon Recycling Cart	2.41
<b>COMMERCIAL 8 YARD DUMPSTER RECYCLING RATES:</b>	
One Time per week	137.40
<b>COMMERCIAL SOLID WASTE COLLECTION RATES:</b>	
<b>CARTS:</b>	
Each Additional 95-gallon Commercial Cart	4.60
One Time per week - One 95 gallon Cart	18.39

Two Times per week - One 95 gallon Cart	34.04
Three Times per week - One 95 gallon Cart	51.06
Four Times per week - One 95 gallon Cart	68.09
Five Times per week - One 95 gallon Cart	85.12
One Time per week - Two 95 gallon Carts	22.99
Two Times per week - Two 95 gallon Carts	42.56
Three Times per week - Two 95 gallon Carts	63.82
Four Times per week - Two 95 gallon Carts	85.12
Five Times per week - Two 95 gallon Carts	105.36
<b>TWO YARD DUMPSTER:</b>	
One Time per week	60.79
Two Times per week	93.52
Three Times per week	133.61
Four Times per week	178.15
Five Times per week	222.68
<b>THREE YARD DUMPSTER:</b>	
One Time per week	63.41
Two Times per week	115.18
Three Times per week	164.55
Four Times per week	219.41
Five Times per week	274.27
<b>FOUR YARD DUMPSTER:</b>	

One Time per week	81.62
Two Times per week	136.20
Three Times per week	194.57
Four Times per week	259.43
Five Times per week	324.27
<b>SIX YARD DUMPSTER:</b>	
One Time per week	104.58
Two Times per week	178.78
Three Times per week	255.40
Four Times per week	324.27
Five Times per week	425.68
<b>EIGHT YARD DUMPSTER:</b>	
One Time per week	137.40
Two Times per week	221.71
Three Times per week	316.73
Four Times per week	422.30
Five Times per week	527.88
<b>TEN YARD DUMPSTER:</b>	
One Time per week	168.82
Two Times per week	259.71
Three Times per week	371.04

Four Times per week	494.71
Five Times per week	618.38
<b>DUMPSTER EXTRA LIFTS:</b>	
Two Yard Dumpster	43.95
Three Yard Dumpster	52.26
Four Yard Dumpster	60.58
Six Yard Dumpster	71.74
Eight Yard Dumpster	88.36
Ten Yard Dumpster	105.00
<b>ROLL-OFF RATES:</b>	
Delivery Fee	240.40
Daily Rental Fee	3.88
20 Yard per Haul	503.30
30 Yard per Haul	597.79
40 Yard per Haul	692.27
Double Handle Fee	68.30
Overload Fee / Per Ton	Gate Rate
<b>TIRE DISPOSAL FEE (Per Tire)</b>	6.83
<b>BRUSH/BULKY COLLECTION FEE OVER 3 CY (per yard):</b>	3.82

## **Exhibit “B”**

### **Collection Vehicle and Equipment List**

Solid Waste ACDI Truck #1151 2017 Peterbilt

Residential Recycle ACDI Truck #825 2012 Freightliner

Front Load ACDI Truck #711 2020 Mack

(List is subject to change)



## Exhibit "C"

### REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Service Provider shall comply with each and every condition contained herein. The Service Provider shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City.

### INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Service Provider shall specifically endorse applicable insurance policies as follows:

1. All insurance policies shall be endorsed to the effect that The City of Burnet will receive at least thirty (30) days written notice prior to cancellation or non-renewal of the insurance.
2. All insurance policies, which name The City of Burnet as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
3. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Burnet of any material change in the insurance coverage.
5. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
6. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
7. Service Provider may maintain deductibles in the amount of \$3,000.00.
8. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
9. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05). Coverage must be written on an occurrence form.
10. Contractual Liability must be maintained covering Service Provider's obligations contained in the Agreement. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
11. Upon request, Service Provider shall furnish The City of Burnet with certified copies of all insurance policies.
12. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Burnet within ten (10) business days after the execution of the Agreement and prior to starting any work by Service Provider's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Burnet, all required endorsements shall be sent to the City of Burnet. The certificate of insurance and endorsements shall be sent to:

**City of Burnet**

**City Manager**

**P.O. Box 1369**

**Burnet, Texas 78611**

**Emailed to:**\_\_\_\_\_

**Faxed to:**\_\_\_\_\_

## Exhibit “D”

## City of Burnet – Customer Request Changes to Waste Disposal List

[illegible]

- NEW SERVICE – (DELIVER CONTAINERS) SOLID WASTE AND TRASH
- TERMINATE – (STOP SERVICE & PICK UP CONTAINER)
- NEW CUSTOMER – (CONTAINERS ALREADY THERE-NAME CHANGE)
- MISSED TRASH
- MISSED RECYCLE



## Administration

## ITEM 4.6

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

### Agenda Item Brief

**Meeting Date:** September 28, 2021

**Agenda Item:** Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AMENDING CHAPTER 90, SECTIONS 90-51 OF THE CITY OF BURNET CODE OF ORDINANCES; SETTING SOLID WASTE AND RECYCLING DISPOSAL RATES; PROVIDING AN EFFECTIVE DATE; PROVIDING SEVERABILITY AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR OTHER RELATED MATTERS: D. Vaughn

**Background:**

**Information:** ACDI has requested a 3% increase under the terms of the proposed contract due to increases in landfill, recycling and other operational costs.

**Fiscal Impact:** The proposed ordinance includes a three percent increase in the amount billed to the customer, which includes both the contract amount with ACDI and the city's billing fee.

**Recommendation:** Approve the first reading of Ordinance 2021-40 as presented.

## ORDINANCE NO. 2021-40

**AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AMENDING CHAPTER 90, SECTIONS 90-51 OF THE CITY OF BURNET CODE OF ORDINANCES; SETTING SOLID WASTE AND RECYCLING DISPOSAL RATES; PROVIDING AN EFFECTIVE DATE; PROVIDING SEVERABILITY AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR OTHER RELATED MATTERS.**

**Whereas**, the City provides, or causes to be provided, solid waste disposal services to all residences and businesses within the City;

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

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

**Section. 2. Amendment.** Sections 90-51 of the Code of Ordinances of the City of Burnet shall be amended in the entirety and shall read as provided in the attached Exhibit "A".

**Section 3. Ordinances in Conflict.** That all ordinances in conflict with the provisions of this ordinance are, and the same are hereby, repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

**Section 4. Severability.** Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

**Section 5. Effective Date.** This ordinance shall be effective November 1, 2021.

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

**PASSED AND APPROVED** on first reading this the 28<sup>th</sup> day of September, 2021.

**FINALLY PASSED AND APPROVED** on this the 26<sup>th</sup> day of October, 2021.

**ATTEST:**

**CITY OF BURNET, TEXAS**

\_\_\_\_\_  
Kelly Dix, City Secretary

\_\_\_\_\_  
Crista Goble Bromley, Mayor

## Attachment “A”

### ARTICLE III. - RATES

#### Sec. 90-51. - Residential refuse collection rates.

(1) The following rates shall apply:

<b>STANDARD RESIDENTIAL SOLID WASTE &amp; RECYCLING RATES:</b>	<b>MONTHLY RATE</b>
One 95-gallon Solid Waste Cart and one 95-gallon Recycling Cart (Every Other Week “EOW” recycling)	23.42
Each additional 95-gallon Solid Waste Cart	4.37
Each additional 95- gallon Recycling Cart	2.87
<b>SENIOR CITIZEN SOLID WASTE &amp; RECYCLING RATES:</b>	
One 95-gallon Solid Waste Cart and one 95-gallon Recycling Cart (includes EOW recycling)	19.54
Each additional 95-gallon Senior Citizen Solid Waste Cart	3.65
Each additional 95-gallon Senior Citizen Recycling Cart	2.30
<b>COMMERCIAL CURBSIDE RECYCLING RATES:</b>	
One 95-gallon Cart (EOW)	4.90
Additional 95-gallon Recycling Cart	3.45
<b>COMMERCIAL SOLID WASTE COLLECTION RATES:</b>	
<b>CARTS:</b>	
One Time per week - One 95 gallon Cart	23.75
Two Times per week - One 95 gallon Cart	39.51
Three Times per week - One 95 gallon Cart	56.17
Four Times per week - One 95 gallon Cart	74.89
Five Times per week - One 95 gallon Cart	93.63
One Time per week - Two 95 gallon Carts	32.27
Two Times per week - Two 95 gallon Carts	48.04
Three Times per week - Two 95 gallon Carts	70.20
Four Times per week - Two 95 gallon Carts	93.63
Five Times per week - Two 95 gallon Carts	117.03
<b>TWO YARD DUMPSTER:</b>	
One Time per week	67.59
Two Times per week	121.32

Three Times per week	173.31
Four Times per week	225.29
Five Times per week	301.60
<b>THREE YARD DUMPSTER:</b>	
One Time per week	72.80
Two Times per week	133.45
Three Times per week	190.66
Four Times per week	251.31
Five Times per week	319.86
<b>FOUR YARD DUMPSTER:</b>	
One Time per week	95.32
Two Times per week	171.57
Three Times per week	244.38
Four Times per week	307.72
Five Times per week	382.55
<b>SIX YARD DUMPSTER:</b>	
One Time per week	119.57
Two Times per week	218.31
Three Times per week	320.62
Four Times per week	412.52
Five Times per week	523.94
<b>EIGHT YARD DUMPSTER:</b>	
One Time per week	159.28
Two Times per week	290.75
Three Times per week	427.27
Four Times per week	549.45
Five Times per week	697.37
<b>TEN YARD DUMPSTER:</b>	
One Time per week	185.70
Two Times per week	285.69
Three Times per week	408.15
Four Times per week	544.18
Five Times per week	680.22
<b>DUMPSTER EXTRA LIFTS:</b>	
Two Yard Dumpster	53.55



Three Yard Dumpster	60.22
Four Yard Dumpster	66.93
Six Yard Dumpster	78.92
Eight Yard Dumpster	98.18
Ten Yard Dumpster	115.50
<b>ROLL-OFF RATES:</b>	
Delivery Fee	264.44
Daily Rental Fee	5.59
20 Yard per Haul	591.45
30 Yard per Haul	682.86
40 Yard per Haul	795.77
Double Handle Fee	104.95
Overload Fee / Per Ton	40.16
<b>BRUSH/BULKY COLLECTION FEE OVER 3 CY (per yard):</b>	5.46
<b>BRUSH/BULKY COLLECTION FEE OUTSIDE DESIGNATED COLLECTION PERIOD (per yard):</b>	5.46

- (2) Residential customers requesting dumpsters shall be billed at the commercial rate above.
- (3) A franchise fee equal to fifteen (15) percent of the gross billing shall be charged for all roll-off services, self-contained compact roll-offs, and temporary dumpsters billed directly by the service provider.
- (4) Double handle fee will be charged when a haul is rescheduled, except for reasons not the city or service provider's fault, when the container is not ready to be loaded and the hauler must return for the pickup.
- (5) An overload fee will be charged to the customer in the event a dumpster or roll-off is loaded beyond the legal hauling weight.
- (6) The initial billing for new, or final billing for discontinued services, shall be pro-rated based on the number of days for which service was received.



## Finance

### ITEM 4.7

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

### Agenda Item Brief

<b>Meeting Date:</b>	September 28, 2021
<b>Agenda Item:</b>	Discuss and consider action: Awarding the Contract for Depository Services Effective 2021-2026: P. Langford
<b>Background:</b>	Requests for Proposals for the Depository Services were posted on the City's website and in the local newspaper. One proposal was received from the First State Bank of Burnet.
<b>Information:</b>	The term of the proposed contract is 5 years. Attached is the Proposal Form received from the First State Bank of Burnet and a Recap of the Proposal received.
<b>Fiscal Impact:</b>	There were no major changes noted from the current contract.
<b>Recommendation:</b>	Staff recommends awarding the contract to the First State Bank of Burnet.

**CITY OF BURNET  
CITY DEPOSITORY PROPOSAL FORM**

Bank Name: First State Bank of Burnet

Bank Address: 136 East Washington Street PO Box 10 Burnet TX 78611

Name of Bank Official Completing Form: Matt Kelley

Title of Bank Official Completing Form: President

Official's Signature: 

Date: 9-01-2021

***INSTRUCTIONS***

*This form is to be used to provide a proposal to serve as the bank depository for the City of Burnet, Texas. All items on this form must be completed directly. Attachments of fee schedules are welcome but do not substitute for the full and proper completion of this form. Monthly activity levels shown represent management's best estimation of future activity, based on historical data and anticipated changes. Please include all costs associated with each item.*

Proposer agrees to pay City as follows for demand deposits during the five-year contract:

Interest bearing accounts with limited checks, \$1,000.00 minimum balance based on 26-week U.S. Treasury Bill discount rate quoted in the most recent Wall Street Journal, compounded, and paid monthly. Account to earn interest from date of deposit at 160 basis points under quoted rate.

Proposer agrees to pay City as follows for time deposits during the five-year contract:

1. For time deposits in amounts less than \$100,000.00.
2. For time deposits in amounts of \$100,000.00 or more.

City reserves the right to invest any and all of its funds through the managing bank or in investments authorized in the Local Government Code, and the investment policy of the City.

Proposer agrees to make loans to City, when appropriate, at the rate of 80% of the prime lending rate at the time.

Proposer charges for services and supplies required by the City are as follows. If service is unavailable, please mark "n/a" in the blank. If there is no charge for the service, please mark "n/c" in the blank.

1. Prepare monthly statements showing debits, credits, number of checks, drafts, and deposit items posted, month end balance and any items on which charges are based. Statements are to be provided within (2) two workdays after month end. \$ N/C.
2. Service charges on the following account types:
  - Interest bearing accounts limited checks. \$ N/C
  - Minimum balance. \$ N/C.
  - Non-interest-bearing accounts. \$ N/C.
3. Furnish deposit books or deposit slips \$ N/C.
4. Provide stop-payment service on checks. \$ N/C.
5. Provide wire transfer of funds (in or out). \$ N/C.
6. Provide ACH transfers of funds (in or out). \$ N/C.
7. Process checks returned to the City for any reason. \$ N/C.
8. Charge for overdrafts. (Overdraft to mean that City does not have a compensating balance in other funds or accounts in Proposer's bank equaling or exceeding overdraft in City fund or account). \$ N/C.
9. Furnish safe deposit box as required. \$ N/C.
10. Furnish lock bags for transporting deposits from all locations at which City may have funds to deposit. \$ N/C.
11. Furnish coin and paper wrappers as needed. \$ N/C.
12. Furnish cashier's checks as needed. \$ N/C.
13. Put checks in numerical order in monthly statements. \$ N/A.
14. Positive Pay and reconciliation services. \$ N/A.
15. List any other services for consideration:
  - \_\_\_\_\_ \$ \_\_\_\_\_
  - \_\_\_\_\_ \$ \_\_\_\_\_
  - \_\_\_\_\_ \$ \_\_\_\_\_
  - \_\_\_\_\_ \$ \_\_\_\_\_
  - \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

**ADDITIONAL INFORMATION.**

1. Fully describe the bank's online service capabilities. List system capabilities (i.e., Balance reporting, wires, positive pay, stop pay, etc.).

View balances and transactions\_\_\_\_\_

Perform in-bank account to account transfers\_\_\_\_\_

Perform Stop Payments\_\_\_\_\_

Online Bill Pay\_\_\_\_\_

2. Are all reporting processes and services web-based? NO

3. Detail the availability of prior day and intra-day detail and summary reporting. When is prior day information available? What is included? Is intra-day information real-time or delayed? Specify. Information becomes available via the online banking system as each deposit or withdrawal is processed throughout the business day. All information is also available through VoiceAccess (telephone banking system) or anytime by telephone during business hours 8:30 am to 4:30 pm.

4. Define the image and history retention features available.

In-bank: 5 year retention for images and history.\_\_\_\_\_

Online: 2 year retention for images and history.\_\_\_\_\_

5. Can customized reports draw across reporting modules and activities (cross functionality)? Describe and detail.

Bank can prepare customized reports, upon request with ample time for development. Once a custom report has been created, bank can provide it on a scheduled basis if desired.\_\_\_\_\_

6. Describe back-up procedures for use by the City with any interruption in the automated system delivery of information.

Should the online banking system not be available, the City can call the bank at 512-756-2191 from 9:00 am until 5:00 pm Monday through Friday and receive necessary information from a person.\_\_\_\_\_

7. Describe the security protocol for online services. How is authentication and authorization provided? How is the administration of the security module established and maintained?

Online banking is provided through Apiture/FirstData/FundsXpress. Their product requires a unique logon, unique password, and identifies the normal IP address utilized by that user. If any of these features varies, unique security questions must be answered. This is multifactor authentication.

8. What are the hours of available technical support? How is it provided?

Monday - Friday 9:00 am until 3:00 pm 512-756-2191

9. Submit samples of major screens and reports available or preferably provide a website link/demo along with sign-on information for an online review of all the services, if available. If not available, submit screen prints.

www.fsbburnet.com

10. Are check, deposit slips and other images available online? How long are images available online?

Images are available online for two years.

11. Is a monthly CD provided? What is on the CD? When is it available?

No.

12. How are images charged? Are they charged when created, viewed, or one time?

No charge. \_\_\_\_\_

**City of Burnet, Texas**  
**Recap of Depository Contract Proposals**  
**Opening - September 8, 2021**

*Note: Only one bid was received.*

Respondent agrees to pay City as follows for demand deposits during the five year contract

Respondent agrees to pay City as follows for time deposits during the five year contract:

1. For time deposits in amounts less than \$100,000

2. For time deposits in amounts of \$100,000 or more

Respondent agrees to make loans to City, when appropriate, at the rate of 80% of the prime lending rate at the time.

Respondent charges for services and supplies required by the City are as follows:

<b>First State Bank of Burnet</b>	
Interest bearing accounts with limited checks, \$1,000 minimum balance based on 26 week U.S. Treasury Bill discount rate quoted in the most recent Wall Street Journal, compounded and paid monthly. Account to earn interest from date of deposit at 160 basis points under quoted rate, with a minimum guaranteed rate of .10%.	
Interest bearing accounts with unlimited checks, \$1,000 minimum balance based on 26 week U.S. Treasury Bill discount rate quoted in the most recent Wall Street Journal, compounded and paid monthly. Account to earn interest from date of deposit at 160 basis points under quoted rate, with a minimum guaranteed rate of .5%.	
Interest rate based on 26 week U.S. Treasury Bill discount auction rate quoted in the most recent Wall Street Journal, compounded monthly: 30-89 days at 100 basis points under or .10% (fixed rate) 90-179 days at 50 basis points under or .15% (fixed rate) 180 days or more at 25 basis points under or .25% (fixed rate)	
Interest rate based on 26 week U.S. Treasury Bill discount auction rate quoted in the most recent Wall Street Journal, compounded monthly: 30-89 days at 75 basis points under or .20% (fixed rate) 90-179 days at 50 basis points under or .30% (fixed rate) 180 days or more at 25 basis points under or .45% (fixed rate)	



**City of Burnet, Texas**  
**Recap of Depository Contract Proposals**  
**Opening - September 8, 2021**

**Note: Only one bid was received.**

1. Prepare monthly statements showing debits, credits, number of checks, drafts, and deposit items posted, month end balance and any items on which charges are based. Statements are to be provided within (2) two work days after month end.
2. Service charges on the following account types:
  - Interest bearing accounts (limited checks)
  - Minimum balance
  - Non-interest bearing accounts
3. Furnish deposit books or deposit slips
4. Provide stop-payment service on checks
5. Provide wire transfer of funds (in or out)
6. Provide ACH transfers of funds (in or out)
7. Process checks returned to the City for any reason
8. Charge for overdrafts. (Overdraft to mean that City does not have a compensating balance in other funds or accounts in Respondent's bank equaling or exceeding overdraft in City fund or account)
9. Furnish safe deposit box as required
10. Furnish lock bags for transporting deposits from all locations at which City may have funds to deposit
11. Furnish coin and paper wrappers as needed
12. Furnish cashier's checks as needed
13. Put checks in numerical order in monthly statements
14. List any other services for consideration:

[illegible]

### ADDITIONAL INFORMATION

1. Fully describe the bank's online service capabilities
2. Are all reporting processes and services web-based?

**City of Burnet, Texas**  
**Recap of Depository Contract Proposals**  
**Opening - September 8, 2021**

**Note: Only one bid was received.**

3.

Detail the availability of prior day and intra-day detail and summary reporting. When is prior day information available? What is included? Is intra-day information real-time or delayed? Specify

4.

Define the image and history retention features available

5.

Can customized reports draw across reporting modules and activities (cross functionality)? Describe and detail.

6.

Describe back-up procedures for use by the City with any interruption in the automated system delivery of information.

7.

Describe the security protocol for online services. How is authentication and authorization provided? How is the administration of the security module established and maintained?

8.

What are the hours of available technical support? How is it provided?

9.

Submit samples of major screens and reports available or, preferably, provide a website link/demo along with sign-on information for an online review of all the services, if available. If not available, submit screen prints.

***First State Bank of Burnet***

Information becomes available via the online banking system as each deposit or withdrawal is processed throughout the business day. All information is also available through VoiceAccess (telephone banking system) or anytime by telephone during business hours 8:30 am to 4:30 pm.

In-bank: 5 year retention for images and history.  
Online: 2 year retention for images and history

Bank can prepare customized reports, upon request with ample time for development. Once a custom report has been created, bank can provide it on a scheduled basis if desired.

Should the online banking system not be available, the City can call the bank at 512-756-2191 from 9:00 am until 5:00 pm Monday through Friday and receive necessary information from a person.

Online banking is provided through Apiture/FirstData/FundsXpress. Their product requires a unique logon, unique passwords, and identifies the normal IP address utilized by that user. If any of these features varies, unique security questions must be answered. This is multifactor authentication.

Monday - Friday 9:00 am until 3:00 pm 512-756-2191

[www.fsbburnet.com](http://www.fsbburnet.com)

**City of Burnet, Texas**  
**Recap of Depository Contract Proposals**  
**Opening - September 8, 2021**

**Note: Only one bid was received.**

<b>First State Bank of Burnet</b>	
10. Are check, deposit slips and other images available online? How long are images available online?	Images are available online for two years.
11. Is a monthly CD provided? What is on the CD? When is it	No
12. How are images charged? Are they charged when created, viewed, or one time?	No charge.
<b><u>OTHER INFORMATION</u></b>	
Collateral and Safekeeping	First State Bank of Burnet will provide custodial and safekeeping of direct investments of the City of Burnet through TIB-The Independent Bankers Bank, 11701 Luna Road, Farmers Branch, TX 75234. First State Bank of Burnet acknowledges a copy of the City of Burnet Investment Policy has been received and reviewed. City of Burnet Investment Policy guidelines and procedures will be followed when providing direct investment services on behalf of the City of Burnet.
Balance Reporting and Statements	
Investments	
The City may choose to invest in certificates of deposit in the Depository or any other financial institution. Alternatively, the City may invest in other types of securities as permitted by the City's written investment policy.	
Deposit Availability	Deposits received by 3:00 pm Monday through Friday will be credited the same day. City of Burnet deposits should be made at the First State Bank of Burnet Main Office, 136 East Washington, Burnet, Texas.
Returned Items - All checks deposited by the City that do not clear the first time should be submitted a second time before returning the item to the City. A returned check that does not clear on the second attempt shall be returned to the City within two (2) business days. All returned items shall be debited to the account the check was first submitted.	

**City of Burnet, Texas**  
**Recap of Depository Contract Proposals**  
**Opening - September 8, 2021**

*Note: Only one bid was received.*

Check Safekeeping Service

Remote Deposit Capture

Controlled Disbursement/Zero Balance Accounts

On-line Account Access/Transactions

Additional Documents Provided

<b><i>First State Bank of Burnet</i></b>	
	All cleared checks or facsimiles thereof shall be returned to the City monthly, sorted in paid sequence, not serial sequence, along with the monthly statement. An electronic copy of the front and back of the check can be provided.
	First State Bank of Burnet does not offer this service for commercial accounts
	Online wire transfer and ACH debits/credits create a significant risk to the account holder. First State Bank of Burnet has elected not to include these services through online banking
	Financial Statements and Independent Auditors' Report First State Bank of Burnet For Years Ended December 31, 2020 and 2019
	Consolidated Reports of Condition and Income for a Bank With Domestic Offices Only and Total Assets Less than \$5 Billion - FFIEC 051
	Funds Availability
	Account Analysis sample and monthly statement
	Daily Balance Report
	ACH Origination Agreement
	Collateral and Safekeeping Report - Sample



## Electric Department

### ITEM 4.8

Gene Courtney  
Electric Department  
Superintendent  
(512)-756-2402  
gcourtney@cityofburnet.com

## Agenda Item Brief

<b>Meeting Date:</b>	September 28, 2021
<b>Agenda Item:</b>	Discuss and consider action: Authorize the City Manager to enter into the Municipal Electric Utilities Mutual Assistance Program with LCRA and its electric customers.: G.Courtney
<b>Background:</b>	The City of Burnet has been a member of this program for many years. We were a recipient for some assistance back in February 2011 after a damaging winter storm. The City of Georgetown and the City of Llano sent crew members to help restore multiple locations where power had been interrupted.
<b>Information:</b>	The Mutual Assistance Program was developed in coordination with the LCRA's Municipal Electric Service Association (MESA) members and the Customer Services Department as a strategic guide for the restoration of electric power after a natural disaster. This program directory includes an inventory of resources each utility has available to assist a neighboring municipality.
<b>Fiscal Impact:</b>	No Impact
<b>Recommendation</b>	Staff recommends that the City Manager sign the Municipal Electric Utilities Mutual Assistance Program.

# MESA Directory 2021

MUNICIPAL ELECTRIC UTILITIES MUTUAL ASSISTANCE PROGRAM

Updated

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## ACKNOWLEDGMENT

The Mutual Assistance Program was developed in coordination with the LCRA's Municipal Electric Service Association (MESA) members and the Customer Services Department as a strategic guide for the restoration of electric power after a natural disaster. This program directory includes an inventory of resources each utility has available to assist a neighboring municipality.

# MESA BOARD OF DIRECTORS

**Jack Page**

Public Works Director  
City of Smithville  
P.O. Box 449  
Smithville, Texas 78957  
(512) 237-3282 Office

**Tyler Hjorth**

Assistant Director-Electric Utility | Public Services  
San Marcos Electric Utility  
630 E. Hopkins St  
San Marcos, TX 78666  
512.393.8309 Office  
[thjorth@sanmarcostx.gov](mailto:thjorth@sanmarcostx.gov)

**Mike Mann**

Utilities Director  
City of Boerne  
P.O. Box 1677  
Boerne, Texas 78006  
(830) 249-9511 Office  
(830) 248-1326 Fax  
(210) 884-0094 Cell  
[mmann@ci.boerne.tx.us](mailto:mmann@ci.boerne.tx.us)

**Allan Kunze**

Transmission Customer Relations  
Lower Colorado River Authority  
Austin, Texas 78767-0220  
(512) 578-4502 Office  
(512) 578-4412 Fax  
(512) 914-2910 Cell  
[akunze@LCRA.org](mailto:akunze@LCRA.org)

**Bill Jerram**

Transmission Customer Relations  
Lower Colorado River Authority  
Austin, Texas 78767-0220  
(512) 578-3250 Office  
(512) 578-4412 Fax  
(512) 940-6713 Cell  
[Bill.jerram@lcra.org](mailto:Bill.jerram@lcra.org)

# LCRA ASSISTANCE

The Lower Colorado River Authority has line crews located in Austin. When a municipal electric utility served by the Lower Colorado River Authority experiences extensive damage to its system due to storms, tornadoes, floods, and other disaster, the mayor, utility manager, electric superintendent, or any city official may request the services of one or more of these crews by contacting LCRA's System Operations Control Center (SOCC) at:

**LCRA SOCC - Shift Supervisor Desk**

(OPX line) 5520

Direct Dial (512) 730-5520

**LCRA SOCC - West Switch Desk**

(OPX line) 5540

Direct Dial (512) 730-5540

Toll Free (800) 877-6387

**LCRA SOCC - East Switch Desk**

(OPX line) 5510

Direct Dial (512) 730-5510

Toll Free (800) 223-7622

The SOCC may be contacted at any time, day or night, seven days a week. The system operator on duty will contact the proper LCRA official to make the necessary arrangements for assistance.

In the event extensive damages have occurred over a large area, where LCRA's transmission lines and substations are affected, employees of the LCRA will be engaged in restoring service to those lines and substations. If LCRA crews are not immediately available to render assistance, LCRA will assist in finding available crews. Every effort will be made to help coordinate and expedite the restoration of electric power.

# DISASTER RELIEF PROCEDURES FOR POWER RESTORATION

When a municipal electric utility served by the Lower Colorado River Authority experiences damage to its system due to storm, tornadoes, floods, and other disasters, the following procedure is recommended:

## **1<sup>st</sup> APPRAISE DAMAGES**

The city manager and/or electric superintendent should appraise the extent of the damages to the system.

## **2<sup>nd</sup> ESTIMATE MATERIAL NEEDED - CHECK SUPPLY ON HAND**

An estimate of the materials needed to restore service should be made; this should be checked against the supply of materials on hand to determine what must be secured elsewhere. This should include poles and cross-arms, by size and class, as well as conductors, transformers, insulators and other hardware.

## **3<sup>rd</sup> CONTACT LCRA SYSTEM OPERATIONS CONTROL CENTER (SOCC) AT 1-800-223-7622 OR (512) 482-6210**

If assistance is needed, the municipal utility should contact LCRA's SOCC at the above listed numbers. The system operators will contact appropriate personnel based on assistance and/or material requested. LCRA will, if requested, help make contact with other municipal utilities that might provide assistance.

## **4<sup>th</sup> CITY REPRESENTATIVE WILL BE AVAILABLE FOR COORDINATION**

It is of extreme importance that the municipal electric utility manager and/or electrical superintendent requesting assistance be available at all times for the planning of the work undertaken by outside crews. No switching or energizing of lines should be performed except under the direct personal orders of the proper municipal official.

## **5<sup>th</sup> BE RESPONSIBLE FOR WELFARE OF INCOMING CREW(S)**

The municipal electric utility manager and/or electrical superintendent will be responsible for the welfare of other utility system employees assisting his crews. This may include meals, lodging, etc.

# LCRA EQUIPMENT AVAILABLE

*(Listed alphabetically)*

- 1,500 gallon fuel truck
- ATV's both 4X4 and 6X6
- Air Compressors
- Backhoes
- Boom trucks with diggers
- Bucket trucks, from 20' reach to 190' reach
- Bucket truck on tracks that reach 125'
- Bull wheels, tension stringing equipment
- Cranes from 12 ton to 90 ton
- Dozers
- Dump trucks
- Flail Mower type ROW Clearing machines
- Generators with lights
- Hole diggers with digging depths from 10' up to 60', with auger from 12" up to 12' in diameter
- Loaders
- Maintainers
- R/O trucks
- Skid loaders (bobcats)
- Tractor/Shredders
- Trenching machines, one with rock saw.
- Trucks with floats, pole trailers, and 3 and 4 axle lowboys
- Various tonnage trucks with gooseneck and pull-type trailers
- Water trucks
- Wire trailers and reel trailers

\*LCRA can also assist with coordination and support from our contractors to access additional equipment.

# MUTUAL AID AGREEMENT

In consideration of the mutual commitments given herein, each of the Signatories to this Mutual Aid Agreement agrees to render aid to any of the other Signatories as follows:

1. **Request for Aid.** The Requesting Signatory agrees to make its request in writing to the Aiding Signatory within a reasonable time after aid is needed and with reasonable specificity. The requesting Signatory agrees to compensate the Aiding Signatory as specified in this Agreement and in other agreements that may be in effect between the Requesting and Aiding Signatories.
2. **Discretionary Rendering of Aid.** Rendering of aid is entirely at the discretion of the Aiding Signatory. The agreement to render aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving federal funds.
3. **Invoice to the Requesting Signatory.** Within 90 days of the return to the home work station of all labor and equipment of the Aiding Signatory, the Aiding Signatory shall submit to the Requesting Signatory an invoice of all charges related to the aid provided pursuant to this Agreement. The invoice shall contain only charges related to the aid provided pursuant to this Agreement.
4. **Charges to the Requesting Signatory.** Charges to the Requesting Signatory from the Aiding Signatory shall be as follows:
  - a) **Labor force.** Charges for labor force shall be in accordance with the Aiding Signatory's standard practices.
  - b) **Equipment.** Charges for equipment, such as bucket trucks, digger derricks, and other special equipment used by the Aiding Signatory, shall be at the reasonable and customary rates for such equipment in the Aiding Signatory's location.
  - c) **Transportation.** The Aiding Signatory shall transport needed personnel and equipment by reasonable and customary means and shall charge reasonable and customary rates for such transportation.
  - d) **Meals, lodging and other related expenses.** Charges for meals, lodging and other expenses related to the provision of aid pursuant to this Agreement shall be the reasonable and actual costs incurred by the Aiding Signatory.
5. **Counterparts.** The Signatories may execute this Mutual Aid Agreement in one or more counterparts, with each counterpart being deemed an original Agreement, but with all counterparts being considered one Agreement.
6. **Execution.** Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Entity (name/state)

\_\_\_\_\_  
By (please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Entity (name/state)

\_\_\_\_\_  
By (please print)

\_\_\_\_\_  
Title

# CITY OF BASTROP UTILITIES

Area code 512  
 Fax (512) 321-2623  
 1311 Chestnut Street  
 P.O. Box 427  
 Bastrop, Texas 78602

Key Contacts	Title	Email	Office Phone	Home Phone	Cell Phone
<b>Paul Hofmann</b>	City Manager	<a href="mailto:phofmann@cityofbastrop.org">phofmann@cityofbastrop.org</a>	(512) 332-8800		
<b>Trey Job</b>	Assistant City Manager	<a href="mailto:tjob@cityofbastrop.org">tjob@cityofbastrop.org</a>	(512) 332-8800		
<b>Curtis Ervin</b>	BP&L Director	<a href="mailto:cervin@cityofbastrop.org">cervin@cityofbastrop.org</a>	(512) 332-8900	(512) 321-6058	(512) 848-6934
<b>Tim Goetz</b>	Superintendent	<a href="mailto:tgoetz@cityofbastrop.org">tgoetz@cityofbastrop.org</a>	(512) 332-8900		(512) 581-8781
<b>Mary Dearing</b>	Admin	<a href="mailto:mdearing@cityofbastrop.org">mdearing@cityofbastrop.org</a>	(512) 332-8900		
<b>Bubba Townsend</b>	Foreman		(512) 332-8900		(512) 718-7098

Employees Available	Title	Email	Office Phone	Home Phone	Cell phone
<b>Curtis Ervin</b>	BP&L Director	<a href="mailto:cervin@cityofbastrop.org">cervin@cityofbastrop.org</a>	(512) 332-8900	(515) 321-6058	(512) 848-6934
<b>Tim Goetz</b>	Superintendent	<a href="mailto:tgoetz@cityofbastrop.org">tgoetz@cityofbastrop.org</a>	(512) 332-8900		(512) 581-8781
<b>Bubba Townsend</b>	Foreman		(512) 332-8900		(512) 718-7098
<b>3 Lineman</b>					
<b>2 Apprentice Linemen</b>					

ELECTRIC UTILITY EQUIPMENT AVAILABLE	QUANTITY
<b>2-MAN BUCKET TRUCK - 55'</b>	2
<b>310G BACK HOE</b>	1
<b>CHIPPER/BUCKET UNIT 60'</b>	1
<b>HYDRAULIC DERRICK AND DIGGER - 41' HEIGHT</b>	1
<b>SERVICE BUCKET TRUCK - 36'</b>	2
<b>SERVICE PICKUP TRUCKS</b>	2

# CITY OF BELLVILLE UTILITIES

Area code 979  
 Fax (979) 865-9485  
 30 South Holland  
 Bellville, Texas 77418

Key Contacts	Title	Email	Office Phone	Home Phone	Cell Phone
James Harrison	Mayor				(979) 887-8204
Shawn Jackson	City Manager	<a href="mailto:sjackson@cityofbellville.com">sjackson@cityofbellville.com</a>	(979) 865-3136		(979) 877-8482
Alex Rath	Crew Foreman		(979) 865-2574		(979) 877-7362

Employees Available	Title	Email	Office Phone	Home Phone	Cell Phone
Alex Rath	Crew Foreman		(979) 865-2574	(979) 877-7362	
Bradley Connor	2 <sup>nd</sup> class lineman		(979) 865-2574	(979) 865-7374	
Tim Smith	1 <sup>st</sup> class lineman			(979) 865-2574	(979) 877-7376
Dale Steck	1 <sup>st</sup> class lineman			(979) 865-2574	(979) 270-1049
Curtis Kendrick	1 <sup>st</sup> Class lineman			(979)865-2574	(979)877-7377

ELECTRIC UTILITY EQUIPMENT AVAILABLE	QUANTITY
BUCKET TRUCKS	3
DIGGER DERRICK	2
SERVICE TRUCKS	2
WINCH TRUCK	2

OTHER CITY EQUIPMENT AVAILABLE	QUANTITY
BACKHOE	4
DOZER - D6	2
TRACK HOE	1
TRACTOR - FRONT-END LOADER	1
TRENCHER	2



# CITY OF BOERNE UTILITIES

Area Code 830  
Fax (830) 248-1326  
402 East Blanco Road  
P.O. Box 1677  
Boerne, Texas 78006

Key Contacts	Title	Email	Office Phone	Home Phone	Cell Phone
Michael Mann	Public Works Director	<a href="mailto:mmann@ci.boerne.tx.us">mmann@ci.boerne.tx.us</a>	(830) 249-9511	(830) 249-2639	(210) 884-0094
Jeff Thompson	Deputy City Manager	<a href="mailto:jthompson@boerne-tx.gov">jthompson@boerne-tx.gov</a>	(830) 248-1527	(210) 705-0372	(210) 705-0372
Ronald C. Bowman	City Manager	<a href="mailto:rbowman@ci.boerne.tx.us">rbowman@ci.boerne.tx.us</a>	(830) 249-9511	(210) 249-0531	(210) 857-3842
Rick Mignard	Electric Utility Superintendent		(830) 249-6097	(830) 755-8105	(210) 414-3227
Glenn Garcia	Assist. Electric Superintendent		(830) 249-6097		

EMPLOYEES AVAILABLE	QUANTITY
LINEMEN	6
HELPERS	5

ELECTRIC UTILITY EQUIPMENT AVAILABLE	QUANTITY
BACKYARD DIGGER / BUCKET	1
BUCKET TRUCKS	4
DERRICK DIGGER	1
LINEMAN'S PICKUP TRUCK	4
PRESSURE DIGGER	1
STANDARD PICKUP TRUCK	3
BACKYARD DIGGER WITH PLATFORM	1

# CITY OF BRADY UTILITIES

Area Code 325  
 Fax (325) 597-2068  
 Alt. Fax (325) 597-0556  
 201 East Main Street  
 P.O. Box 351  
 Brady, Texas 76825

Key Contacts	Title	Email	Office Phone	Home Phone	Cell Phone
<b>Dennis Jobe</b>	City Manager	<a href="mailto:djobe@bradytx.us">djobe@bradytx.us</a>	(325) 597-2152 x209		(214) 695-8142
<b>Steven Miller</b>	Director of Public Works	<a href="mailto:smiller@bradytx.us">smiller@bradytx.us</a>	(325) 597-2244 x206		(806) 231-9759
<b>Joe Solis</b>	Electric Superintendent		(325) 597-2244 x207	(325) 456-5723	

Employees Available	Title	Email	Office Phone	Home Phone	Cell Phone
<b>Jimmy Williams</b>	Lineman		(325) 597-2244 x207	(325) 456-8785	(325) 456-8785
<b>Johnny Williams</b>	Lineman		(325) 597-2244 x207		(325) 456-8785
<b>David Avila</b>	Lineman		(325) 597-2244 x207	(325) 456-8785	(325) 456-8785

ELECTRIC UTILITY EQUIPMENT AVAILABLE	QUANTITY
AERIAL BUCKET 55'	1
BOOM & DIGGER (TELECT) – 35'	1
DIGGER TRUCK	1
PICKUP TRUCK	2

OTHER CITY EQUIPMENT AVAILABLE	QUANTITY
BACK HOE	3
DUMP TRUCK	4
FORKLIFT 2,000 LB.	1
FORKLIFT 12,000 LB.	1
FRONT END WHEEL LOADER	1
PICKUP TRUCK	5
ROAD GRADER	1
VACTOR TRUCK	1

# CITY OF BRENHAM UTILITIES

Area Code 979  
 Fax (979) 337-7406  
 200 West Vulcan  
 P.O. Box 1059  
 Brenham, Texas 77834-1059

Key Contacts	Title	Email	Office Phone	Home Phone	Cell Phone
<b>James Fisher</b>	City Manager	<a href="mailto:jfisher@cityofbrenham.org">jfisher@cityofbrenham.org</a>	(979) 337-7590		
<b>Donald Reese</b>	Asst. City Manager-Public Services/Utilities	<a href="mailto:dreese@cityofbrenham.org">dreese@cityofbrenham.org</a>	(979) 337-7593		(361) 550-1339
<b>Alton Sommerfield</b>	Director of Public Utilities	<a href="mailto:asommerfield@cityofbrenham.org">asommerfield@cityofbrenham.org</a>	(979) 337-7422		(979) 451-1793
<b>Jason Lange</b>	Electric Superintendent	<a href="mailto:jlange@cityofbrenham.org">jlange@cityofbrenham.org</a>	(979) 337-7427		(979) 277-5027
<b>Johnny Kohutek</b>	Asst Electric Superintendent	<a href="mailto:jkohutek@cityofbrenham.org">jkohutek@cityofbrenham.org</a>	(979) 337-7423		(512) 638-6268
<b>Brett Church</b>	Crew Leader	<a href="mailto:bchurch@cityofbrenham.org">bchurch@cityofbrenham.org</a>	(979) 337-7426		(979) 451-3502
<b>James Antkowiak</b>	Sr. Line Worker	<a href="mailto:jantkowiak@cityofbrenham.org">jantkowiak@cityofbrenham.org</a>	(979) 337-7429		(979) 203.5207
<b>Curtis Martin</b>	Sr Line Worker	<a href="mailto:cmartin@cityofbrenham.org">cmartin@cityofbrenham.org</a>	(979) 337-7424		(979) 551.0773

**Public Utilities Dispatcher/Communications**

**(979) 277-7373**

EMPLOYEES AVAILABLE	QUANTITY
AMR TECHNICIAN	1
APPRENTICE LINEMAN	2
CREW LEADERS	1
ELECTRIC SUPERVISORS	1
LINEMAN	2

ELECTRIC UTILITY EQUIPMENT AVAILABLE	QUANTITY
4X4 40' SERVICE BUCKET TRUCK W/ MATERIAL HANDLER	1
BUCKET TRUCK 55'	1
DIGGER DERRICK	1
MINI ARBORIST SKYLIFT 39	1
MINI-DIGGER FOR BACK YARDS	1
PICKUP TRUCKS 4X4	2
POLE TRAILER	1
REEL TRAILER	1
SKID LOADER AND ASSORTED ATTACHMENTS	1
WIRE PULLER AND TENSIONER	1

# CITY OF BRIDGEPORT UTILITIES

Area Code 940  
 Fax (940) 683-3401  
 900 Thompson Street  
 Bridgeport, Texas 76426

Key Contacts	Title	Email	Office Phone	Home Phone	Cell Phone
<b>Randy Singleton</b>	Mayor	<a href="mailto:rsingleton@cityofbridgeport.net">rsingleton@cityofbridgeport.net</a>	(940) 683-3415		
<b>Chester Nolen</b>	City Manager	<a href="mailto:cnolen@cityofbridgeport.net">cnolen@cityofbridgeport.net</a>	(940) 683-3402		(817) 659-8495
<b>Jeff Holden</b>	Director of Public Works	<a href="mailto:jholden@cityofbridgeport.net">jholden@cityofbridgeport.net</a>	(940) 683-3464		(940) 389-8447

Employees Available	Title	Email	Office Phone	Home Phone	Cell Phone
<b>Marlon Freeman</b>	Senior Lineman		(940) 683-3465		(940) 210-9986

	2 Apprentice Lineman				
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ELECTRIC UTILITY EQUIPMENT AVAILABLE	QUANTITY
2-MAN BUCKET TRUCK - 55'	1
HYDRAULIC DERRICK AND DIGGER - 41' HEIGHT	1
SERVICE BUCKET TRUCK - 36'	1
SERVICE PICKUP TRUCKS	2

# CITY OF BURNET UTILITIES

Area Code 512  
Fax (512) 756-8560  
P.O. Box 1369  
Burnet, Texas 78611

Key Contacts	Title	Email	Office Phone	Home Phone	Cell Phone
<b>Crista Bromley</b>	Mayor	<a href="mailto:mayor@cityofburnet.com">mayor@cityofburnet.com</a>	(512) 715-8232		(830) 613-6549
<b>Mark Ingram</b>	Fire Chief	<a href="mailto:mingram@cityofburnet.com">mingram@cityofburnet.com</a>	(512) 553-3490		(830) 798-4764
<b>David Vaughn</b>	City Manager	<a href="mailto:dvaughn@cityofburnet.com">dvaughn@cityofburnet.com</a>	(512) 756-6093		(830) 798-3974

Employees Available	Title	Email	Office Phone	Home Phone	Cell Phone
<b>Gene Courtney</b>	Public Works Director	<a href="mailto:gcourtney@cityofburnet.com">gcourtney@cityofburnet.com</a>	(512) 756-2402		(830) 798-4769
<b>Andrew Scott</b>	Electric Forman	<a href="mailto:ascott@cityofburnet.com">ascott@cityofburnet.com</a>			

EMPLOYEES AVAILABLE	QUANTITY
<b>LINEMEN</b>	3
<b>HELPERS</b>	3

ELECTRIC UTILITY EQUIPMENT AVAILABLE	QUANTITY
<b>1 TON PU TRUCKS</b>	2
<b>FLATBED TRAILER - 16'</b>	1
<b>INTERNATIONAL DIGGER &amp; WINCH/BOOM</b>	1
<b>ONE-MAN BUCKET TRUCK</b>	1
<b>REEL TRAILER</b>	1
<b>TEXOMA HOLE DIGGER - HEAVY DUTY</b>	1
<b>TWO-MAN BUCKET TRUCK (48') W/ EQUIP. &amp; ACCESS</b>	2

OTHER CITY EQUIPMENT AVAILABLE	QUANTITY
<b>½ TON PICKUP TRUCKS</b>	2
<b>1 TON PICKUP TRUCKS</b>	2
<b>BACKHOE JOHN DEERE 310</b>	1
<b>BACKHOE JOHN DEERE 410</b>	1
<b>CATERPILLAR 12-H MOTOR GRADER</b>	1
<b>DIESEL POWERED AUXILIARY GENERATORS</b>	2
<b>DUMP TRUCKS</b>	4
<b>JOHN DEERE 935 LOADER - CAT D4H DOZER</b>	1

KOMATSU RUBBER-TIRE LOADER	1
LOW BOY	1

# CITY OF CUERO UTILITIES

Area Code 361  
 Fax (361) 210-8191  
 212 East Main  
 P.O. Box 660  
 Cuero, Texas 77954

Warehouse: 514 W. Sarah, Cuero, Texas 77954

Key Contacts	Title	Email	Office Phone	Home Phone	Cell Phone
<b>Raymie Zella</b>	City Manager	<a href="mailto:rzella@cityofcuero.com">rzella@cityofcuero.com</a>	(361) 275-6114 x100		(361) 243-2011
<b>Wayne Berger</b>	Director of Utilities	<a href="mailto:wberger@cityofcuero.com">wberger@cityofcuero.com</a>	(361) 275-6114 x680		(361) 243-2041

Employees Available	Title	Email	Office Phone	Home Phone	Cell Phone
<b>Wayne Berger</b>	Utilities Director	<a href="mailto:wberger@cityofcuero.com">wberger@cityofcuero.com</a>	(361) 275-6114 x680		(361) 243-2041
<b>Ken Lopez</b>	Foreman		(361) 275-6114 x646		(361) 799-9717
<b>Brian Ladwig</b>	Lineman (A-1)		(361) 275-6114 x646		(361) 243-1978
<b>Marcos Escobedo</b>	Lineman (A-1)		(361) 275-6114 x646		
<b>Morris Williams</b>	Heavy Machinery Operator		(361) 275-6114 x646		
<b>Jesse Rodriguez</b>	Groundsman		(361) 275-6114 x646		
<b>Rhonda G. Stastny</b>	Assistant to Director of Utilities	<a href="mailto:rstastny@cityofcuero.com">rstastny@cityofcuero.com</a>	(361) 275-6114 x640		(361) 571-8772

ELECTRIC UTILITY EQUIPMENT AVAILABLE	QUANTITY
BUCKET TRUCK	3
DERRICK-DIGGER	2
PICKUP	4

# CITY OF FLATONIA UTILITIES

Area Code 361  
Fax (361) 865-2817  
125 East S Main Street  
P.O. Box 329  
Flatonia, Texas 78941

Warehouse: 625 W US HWY 90

Key Contacts	Title	Email	Office Phone	Home Phone	Cell Phone
<b>Sarah Novo</b>	City Manager	<a href="mailto:manager@ci.flatonia.tx.us">manager@ci.flatonia.tx.us</a>	(361) 865-3548		(361) 772-8723
<b>Jack Pavlas</b>	Utility Director	<a href="mailto:jackpavlas@ci.flatonia.tx.us">jackpavlas@ci.flatonia.tx.us</a>	(361) 865-9213	(361) 865-3939	(361) 772-2518

EMPLOYEES AVAILABLE	QUANTITY
<b>LINEMEN</b>	3
<b>HELPERS</b>	4

ELECTRIC UTILITY EQUIPMENT AVAILABLE	QUANTITY
<b>ALTEC 55'</b>	1
<b>COMMANDER 4047 DIGGER TRUCK</b>	1
<b>HIGH RANGER 55'</b>	1
<b>SERVICE VEHICLES</b>	3

OTHER CITY EQUIPMENT AVAILABLE	QUANTITY
<b>DUMP TRUCKS</b>	2
<b>GASOLINE DRIVEN PORTABLE GENERATOR (4KW) GENERATOR 35 KVA</b>	3
<b>JOHN DEER 310 SE BACKHOE WITH 4WD AND EXTEND-A-HOE</b>	1
<b>JOHN DEER 310 SG BACKHOE WITH 4WD AND EXTEND-A-HOE</b>	1
<b>JOHN DEER 544G FRONT-END LOADER</b>	1
<b>JOHN DEERE 670 MAINTAINER</b>	1
<b>VERMEER 1250 CHIPPER</b>	1



# CITY OF FREDERICKSBURG UTILITIES

Area Code 830  
Fax (830) 997-1861  
126 West Main Street  
Fredericksburg, Texas 78624

Key Contacts	Title	Email	Office Phone	Home Phone	Cell Phone
Kent Myers	City Manager	<a href="mailto:kmyers@fbgtx.org">kmyers@fbgtx.org</a>	(830) 997-7521		(830) 998-4101
Clinton Bailey	Director of Public Works	<a href="mailto:cbailey@fbgtx.org">cbailey@fbgtx.org</a>	(830) 990-2003		(830) 889-5897
Lee Stubblefield	Electric Superintendent	<a href="mailto:lstubblefield@fbgtx.org">lstubblefield@fbgtx.org</a>	(830) 990-2080	(830) 990-0392	(830) 889-5814

EMPLOYEES AVAILABLE	QUANTITY
ELECTRIC SUPERINTENDENT	1
FOREMAN	1
LINEMEN	3
TBLMAN	1

ELECTRIC UTILITY EQUIPMENT AVAILABLE	QUANTITY
AERIAL BUCKET WITH 55 FEET REACH	1
AERIAL BUCKET WITH 48 FEET REACH	1
DIGGER-DERRICK TRUCKS	2
PICKUP TRUCKS	3
LINE TOOLS	
WIRE PULLERS	2
WIRE WINDERS HYDRO. CONTROL	2

# CITY OF GEORGETOWN UTILITIES

Area Code 512  
 Fax (512) 930-3559  
 300-1 Industrial  
 P.O. Box 409  
 Georgetown, Texas 78627-0409

Key Contacts	Title	Email	Office Phone	Home Phone	Cell Phone
David Morgan	City Manager	<a href="mailto:David.morgan@georgetown.org">David.morgan@georgetown.org</a>	(512) 930-3652		
Wayne Reed	Assist City Manager	<a href="mailto:Wayne.reed@georgetown.org">Wayne.reed@georgetown.org</a>	(512) 819-3118		
Glen Dishong	Utility System Director	<a href="mailto:Glenn.dishong@georgetown.org">Glenn.dishong@georgetown.org</a>	(512) 930-2574	(512) 869-2738	(512) 818-2738
Wesley Wright	Systems Engineering	<a href="mailto:Wesley.wright@georgetown.org">Wesley.wright@georgetown.org</a>	(512) 931-7672		
Chelsea Solomon	Control Center Manager	<a href="mailto:Chelsea.Solomon@georgetown.org">Chelsea.Solomon@georgetown.org</a>			(512) 281-6271
Mike Westbrook	Electric Operations Manager	<a href="mailto:Mike.westbrook@georgetown.org">Mike.westbrook@georgetown.org</a>	(512) 819-3114		(512) 713-4638

EMPLOYEES AVAILABLE	QUANTITY
ELECTRIC OPS SUPERVISORS	3
CREW LEADERS	4
JOURNEYMAN LINEMAN	7
LINEMAN	0
APPRENTICE LINEMAN	7
CONSTRUCTION COORDINATORS	4
SCHEDULER/PLANNERS	2
METERING SUPERVISOR	1
METER TECHNICIANS	9
SUBSTATION SUPERVISOR	1
SUBSTATION I&C TECH	1
SUBSTATION TECH	2
SCADA SUPERVISOR	1
SCADA TECHNICIANS	3

ELECTRIC UTILITY EQUIPMENT AVAILABLE	QUANTITY	OTHER CITY EQUIPMENT AVAILABLE	QUANTITY
1 TON CREW TRUCKS (FLATBED)	5	VAC TRAILER	1
BUCKET 55' MATERIAL HANDLER	4	GOOSENECK DUMP TRAILER	2
BUCKET 65' MATERIAL HANDLER	2	PICKUP UTILITY BED TRUCK	1
DERRICK	1	PICKUPS (3-1/2 TON 4X4, 3-1/2 TON 4X2)	6
DIGGER DERRICK	1	BACKYARD MACHINE	1
POLE TRAILERS	2		
PRESSURE DIGGER	2		

SERVICE BUCKETS - 37' 4X4 W/MATERIAL  
HANDLER

3

WIRE PULLERS (1 URD & 1 OH)

2

## CITY OF GIDDINGS UTILITIES

Area Code 979  
Fax (979) 542-0950  
118 East Richmond  
Giddings, Texas 78942

Key Contacts	Title	Email	Office Phone	Home Phone	Cell Phone
Ricky Jorgenson	City Manager	<a href="mailto:citymanager@giddings.net">citymanager@giddings.net</a>	(979) 540-2710		(979) 481-2376
Spencer Schneider	Director, Public Works	<a href="mailto:sschneider@giddings.net">sschneider@giddings.net</a>	(979) 540-2716	(979) 540-8686	(979) 481-2348

Employees Available	Title	Email	Office Phone	Home Phone	Cell Phone
Doug Balzer	Electric Superintendent	<a href="mailto:dbalzer@giddings.net">dbalzer@giddings.net</a>	(979) 542-1390		(979) 481-2382
Kirk Yantz	Lineman		(979) 542-1390	(979) 542-0420	(979) 481-2570
Johnny Van Winkle	Lineman		(979) 542-1390	(979) 542-7670	(979) 481-1984
Daven Metzroth	Helper				(979) 481-3698
Steven Fafli	Helper				(979) 481-1692

### ELECTRIC UTILITY EQUIPMENT AVAILABLE QUANTITY

3/4 TON PICKUP TRUCK	1
AERIAL 2-MAN BUCKET - 55'	2
AERIAL SINGLE BUCKET - 36'	1
DIGGER BOOM TRUCK - 45'	1

### OTHER CITY EQUIPMENT AVAILABLE QUANTITY

BACKHOE	2
CHIPPER	1
DUMP TRUCKS	2
MAINTAINER (GRADER)	1
STUMP GRINDER	1

# CITY OF GOLDTHWAITE UTILITIES

Area Code 325  
 Fax (325) 648-2570  
 1218 Fisher Street  
 P.O. Box 450  
 Goldthwaite, Texas 76844

Key Contacts	Title	Email	Office Phone	Home Phone	Cell Phone
<b>Rob Lindsey</b>	City Manager	<a href="mailto:citymgr@centex.net">citymgr@centex.net</a>	(325) 648-3186		(325) 451-0310

Employees Available	Title	Email	Office Phone	Home Phone	Cell Phone
<b>Mike Mitchell</b>	Operations Mgr		(325) 648-3186		(325) 451-0202
<b>Ronnie Kiser</b>	Electric Superintendent		(325) 648-3186	(325) 648-2822	(325) 451-0102
<b>Cody Bagwell</b>	Lineman		(325) 648-3186		(325) 451-0102
<b>Jacob Villegas</b>	Lineman		(325) 648-3186		(325) 451-0102

ELECTRIC UTILITY EQUIPMENT AVAILABLE	QUANTITY
1 TON DUAL-WHEEL PICKUP WITH 32' AERIAL BUCKET	1
1 TON DUAL-WHEEL PICKUP WITH 37' AERIAL BUCKET	1
4 TON BUCKET DIGGER TRUCK	1
5 YARDS DUMP TRUCKS	2
ARIEL BUCKET TRUCK – 65'	1
BACKHOE	1
MAINTAINER	1
TRACK-TYPE LOADER	1

# CITY OF GONZALES UTILITIES

Area Code 830  
 Fax (830) 672-2813  
 820 Street Joseph Street  
 P.O. Box 547  
 Gonzales, Texas 78629

Key Contacts	Title	Email	Office Phone	Home Phone	Cell Phone
<b>Tim Patek</b>	City Manager	<a href="mailto:tpatek@gonzales.texas.gov">tpatek@gonzales.texas.gov</a>	(830) 672-2815		(830) 263-0076
<b>Nick DeLeon</b>	Director of Electric Utility	<a href="mailto:ndeleon@gonzales.texas.gov">ndeleon@gonzales.texas.gov</a>	(830) 672-6559 x6210		(830) 203-2998
<b>Ryan Wilkerson</b>	Water/Wastewater Director	<a href="mailto:rwilkerson@gonzales.texas.gov">rwilkerson@gonzales.texas.gov</a>	(830) 672-3525		(830) 263-2457
<b>Ralph Camarillo</b>	Special Projects Manager	<a href="mailto:rcamarillo@gonzales.texas.gov">rcamarillo@gonzales.texas.gov</a>	(830) 672-6559		(830) 263-2145
<b>Tim Crow</b>	Chief of Police	<a href="mailto:tcrow@gonzales.texas.gov">tcrow@gonzales.texas.gov</a>	(830) 672-8686		(830) 263-1665

Employees Available	Title	Email	Office Phone	Home Phone	Cell Phone
<b>Rickey Campion</b>	Lineman/Meter Reader		(830) 672-2815		

ELECTRIC UTILITY EQUIPMENT AVAILABLE	QUANTITY
ALTEC FORD F-750 SUPER DUTY DIGGER TRUCK	1
TEREX FORD F-550 POWER STROKE 37FT. BUCKET TRUCK	1
TEREX INTERNATIONAL 4300 50FT. BUCKET TRUCK	1
LINE PICKUP TRUCKS AND TOOLS	2

OTHER CITY EQUIPMENT AVAILABLE	QUANTITY
BACKHOE	2
BRUSH CHIPPER	2

# CITY OF HALLETTSVILLE UTILITIES

Area Code 361  
 Fax (361) 798-5952  
 101 North Main Street  
 Hallettsville, Texas 77964

Key Contacts	Title	Email	Office Phone	Home Phone	Cell Phone
<b>Stephen Hunter</b>	Mayor	<a href="mailto:mayor@cityofhallettsville.org">mayor@cityofhallettsville.org</a>	(361) 798-3681		
<b>Otto Cervenka</b>	Director Public Utility	<a href="mailto:ocervenka@cityofhallettsville.org">ocervenka@cityofhallettsville.org</a>	(361) 798-2201	(361) 733-1051	(361) 798-6783
<b>Grace Ward</b>	City Administrator	<a href="mailto:cityadmin@cityofhallettsville.org">cityadmin@cityofhallettsville.org</a>	(361) 798-3681		(361) 772-5083

Employees Available	Title		Office Phone	Home Phone	Cell Phone
<b>Otto Cervenka</b>	Dir. Public Utility	<a href="mailto:ocervenka@cityofhallettsville.org">ocervenka@cityofhallettsville.org</a>	(361) 798-2201	(361) 733-1051	(361) 798-6783
<b>Eugene Mikush</b>	Electric Superintendent	<a href="mailto:emikush@cityofhallettsville.org">emikush@cityofhallettsville.org</a>	(361) 798-2201	(361) 798-4971	(361) 798-0981
<b>Larry Dodd</b>	Lineman		(361) 798-2201	(361) 772-1793	(361) 772-1793
<b>John P. Koerth</b>	Apprentice Lineman		(361) 798-2201	(361) 258-1620	(361) 256-1620

ELECTRIC UTILITY EQUIPMENT AVAILABLE	QUANTITY
HI-RANGER AERIAL BUCKET - 40'	1
HI-RANGER AERIAL BUCKET - 65'	1
TEREX 45' DIGGER DERRICK	1
UTILITY PICKUPS	2

OTHER CITY EQUIPMENT AVAILABLE	QUANTITY
580 SUPER N 4-WHEEL DRIVE CASE LOADER/BACKHOE	1
BRUSH CHIPPER	1
CASE 521 WHEEL LOADER 12 CC. YARD BUCKET	1
KUBOTA RTV	1
SKID LOADER	1
TRACTOR W/SHREDDER	1
VACTOR TRUCK	1

# CITY OF HEMPSTEAD UTILITIES

Area Code 979  
 Fax (979) 826-6703  
 1125 Austin  
 Hempstead, Texas 77445

Key Contacts	Title	Email	Office Phone	Home Phone	Cell Phone
<b>Michael Wolfe</b>	Mayor	<a href="mailto:mayorwolfe1125@yahoo.com">mayorwolfe1125@yahoo.com</a>	(979) 826-2486		(979) 481-3456
<b>Barbara Haffelfinger</b>	City Secretary	<a href="mailto:bhaffelfinger1125@hempsteadcitytx.com">bhaffelfinger1125@hempsteadcitytx.com</a>	(979) 826-2486	(979) 826-8731	
<b>Rooster Smith</b>	Director of Public Works		(979) 826-8313	(979) 826-9987	(979) 481-3153

Employees Available	Title	Email	Office Phone	Home Phone	Cell Phone
<b>Tommy Bell</b>	Electrical Superintendent		(979) 826-8313		(979) 481-3163
<b>David Buschman</b>	Lineman		(979) 826-8313	(979) 826-6295	
<b>Ted Hyden</b>	Lineman		(979) 826-8313	(979) 826-0276	
<b>Jeff Dewees</b>	Lineman		(979) 826-8313	(281) 387-6646	
<b>David Hartley</b>	Lineman		(979) 826-8313	(281) 212-7197	

ELECTRIC UTILITY EQUIPMENT AVAILABLE	QUANTITY
ALTEC HIGH RANGE TRUCK W/APPROX. 56 FT. HEIGHT BUCKET (2-MAN)	1
HOLE DIGGER	1
PICKUP TRUCK	2
VERSALIFT SMALL BUCKET TRUCK	1

# KERRVILLE PUBLIC UTILITY BOARD

Area Code 830  
 Fax (830) 792-8231  
 2250 Memorial Blvd.  
 P.O. Box 294999  
 Kerrville, Texas 78029-4999

Key Contacts	Title	Email	Office Phone	Home Phone	Cell Phone
<b>Mike Wittler</b>	General Manager	<a href="mailto:mwittler@kpub.com">mwittler@kpub.com</a>	(830) 792-8270		(830) 739-7834
	Chief Engineer		(830) 792-8230		
<b>Larry Lee</b>	General Foreman	<a href="mailto:llee@kpub.com">llee@kpub.com</a>	(830) 792-8277		(830) 459-8911
<b>Howard Hall</b>	Supervisor, Field Services	<a href="mailto:hhall@kpub.com">hhall@kpub.com</a>	(830) 792-8215		(830) 739-5983
<b>Brian Mikulencak</b>	Substation Project Coordinator	<a href="mailto:Bmikulencak@kpub.com">Bmikulencak@kpub.com</a>	(830) 792-8278		(512) 876-3820
<b>Dispatch</b>	<b>24/7</b>		<b>(830) 257-2883</b>		

EMPLOYEES AVAILABLE	QUANTITY
APPRENTICE	5
CREW LEADER	3
LINEMAN	5
METER TECH	1
LINEMAN HELPER	4

ELECTRIC UTILITY EQUIPMENT AVAILABLE	QUANTITY
4 WD PICKUP TRUCK	12
AERIAL BASKET (40'-50')	2
AERIAL BASKET (50'-55')	4
DIGGER DERRICK (45')	4
PRESSURE DIGGER	1
PULLER	1
TENSIONER	1



# CITY OF LA GRANGE UTILITIES

Area Code 979  
 Fax (979) 968-5743  
 155 East Colorado  
 La Grange, Texas 78945

Key Contacts	Title	Email	Office Phone	Home Phone	Cell Phone
<b>Shawn Raborn</b>	City Manager	<a href="mailto:shawnr@cityoflg.com">shawnr@cityoflg.com</a>	(979) 968-5805	(979) 968-5483	(979) 249-7263
<b>Frank Menefee</b>	Assistant City Manager	<a href="mailto:Fmenefee@cityoflg.com">Fmenefee@cityoflg.com</a>	(979) 968-3127	(979) 968-5936	(979) 249-7249
<b>Joe Medack</b>	Electric Superintendent	<a href="mailto:Jmedack@cityoflg.com">Jmedack@cityoflg.com</a>	(979) 968-3638		(979) 540-6929

## On Call (979) 249-7463

Employees Available	Title	Office Phone	Home Phone	Cell Phone
<b>Joe Medack</b>	Electric Superintendent	(979) 968-3638		(979) 540-6929
<b>Richard Oppermann</b>	Lead Lineman	(979) 968-3638		(979) 247-4276
<b>Elfego Saucedo Jr.</b>	Lineman 1			(979) 208-8185
<b>Alfred Torres</b>	Lineman 2			(979) 639-1887
<b>Doug Boehm</b>	Meter Tech			(979) 702-9336

ELECTRIC UTILITY EQUIPMENT AVAILABLE	QUANTITY
VERSALIFT 47' BUCKET TRUCK	2
ALTEC 65'- 2-MAN BUCKET WITH MATERIAL HANDLER	1
ALTEC DIGGER	1
FLATBED TRUCK (1 TON)	1
MODEL SHV-36-PI VERSA-LIFT AERIAL BUCKET TRUCK	1
WIRE PULLING TRAILER	1
SST- 37/40 – E/H VERSALIFT BUCKET TRUCK	1
SERVICE PICK UP TRUCK	4

OTHER CITY EQUIPMENT AVAILABLE	QUANTITY
BACKHOE AND LOADER (CASE & FORD)	2
CAT COMPACT EXCAVATOR	1
CONNER MOSQUITO SPRAYER	1
DUMP TRUCK (5 CY)	2
FRONT-END LOADER (12 CY)	1
LOW BOY TRAILER (18 FT)	1
WABCO AIR COMPRESSOR	1

# CITY OF LAMPASAS UTILITIES

Area Code 512  
 Fax (512) 556-8071  
 Email: [electric@ci.lampasas.tx.us](mailto:electric@ci.lampasas.tx.us)  
 312 East Third Street  
 Lampasas, Texas 76550

Key Contacts	Title	Email	Office Phone	Home Phone	Cell Phone
<b>Finley deGraffenried</b>	City Manager	<a href="mailto:finley@cityoflampasas.com">finley@cityoflampasas.com</a>	(512) 556-6831		(512) 734-6375
<b>Rickie Roy</b>	Public Works Director	<a href="mailto:rroy@cityoflampasas.com">rroy@cityoflampasas.com</a>	(512) 556-8315		(512) 284-4163
<b>Flint Geagley</b>	Electric Superintendent	<a href="mailto:flint@cityoflampasas.com">flint@cityoflampasas.com</a>	(512) 556-3988		(512) 734-0793

Employees Available	Title	Email	Office Phone	Home Phone	Cell Phone
<b>Charles Sanders</b>	Electric Crew Leader		(512) 556-3988		(512) 734-0379
<b>Raymond Roberts</b>	Electric Linesman II		(512) 556-3988		(512) 734-0379
<b>Micah Harry</b>	Lineworker		(512) 556-3988		(512) 734-0379
<b>Justin McDonald</b>	Apprentice Lineworker		(512) 556-3988		(512) 734-0379

ELECTRIC UTILITY EQUIPMENT AVAILABLE	QUANTITY
BOOM TIP DIGGER	1
CHAINSAWS & WOOD CHIPPER	1
DUMP TRUCK	1
VERSALIFT BUCKET 50'	1
PICKUP	2
PRESSURE DIGGER	1
SMALL WIRE TRAILER	1
VERSALIFT BUCKET 40'	1
WENCH TRUCK	1

OTHER CITY EQUIPMENT AVAILABLE	QUANTITY
120G MOTOR GRADER	1
BACKHOE	1
DUMP TRUCKS	5
EQUIPMENT TRAILER	1
IT 24 LOADER	1
RADIO-EQUIPPED PICKUPS	4
RUBBER TIRE ROLLER	1
VACUUM POWER SWEEPER	1

# CITY OF LEXINGTON UTILITIES

Area Code 979  
 Fax (979) 773-3649  
 P.O. Box 56  
 Lexington, Texas 78947

Key Contacts	Title	Email	Office Phone	Home Phone	Cell Phone
Allen Retzlaff	Mayor	<a href="mailto:Mayor18cityoflexington@gmail.com">Mayor18cityoflexington@gmail.com</a>	(979) 773-2221		
Floyd Lovings	Electric Dept./Lineman	<a href="mailto:floyd@cityoflexingtontx.com">floyd@cityoflexingtontx.com</a>	(979) 773-2221		(979) 716-9512
Tina Biehle	City Secretary	<a href="mailto:cityoflex@gmail.com">cityoflex@gmail.com</a>	(979) 773-2221		

Employees Available	Title	Email	Office Phone	Home Phone	Cell Phone
Chase Nail			(979) 773-2221		(979) 540-8179
Bryan Iselt			(979) 773-2221		(979) 540-6242
Dustin Corder			(979) 773-2221		(979) 540-8394

ELECTRIC UTILITY EQUIPMENT AVAILABLE	QUANTITY
BUCKET TRUCK	1

OTHER CITY EQUIPMENT AVAILABLE	QUANTITY
UTILITY TRUCK	4

# CITY OF LLANO UTILITIES

Area Code 325  
Fax (325) 247-4150  
301 West Main  
Llano, Texas 78643

Key Contacts	Title	Email	Office Phone	Home Phone	Cell Phone
<b>vacant</b>	City Manager		(325) 247-4158		
<b>Lynda Kuder</b>	Director of Finance	<a href="mailto:lkuder@cityofllano.com">lkuder@cityofllano.com</a>	(325) 247-4158		

Employees Available	Title	Email	Office Phone	Home Phone	Cell Phone
<b>Eugene Long</b>	Public Works Director	<a href="mailto:elong@cityofllano.com">elong@cityofllano.com</a>	(325) 247-5082	(325) 247-2888	(325) 247-6961
<b>Sam Christopher</b>	Electric Dept. Foreman	<a href="mailto:lmcsrc@yahoo.com">lmcsrc@yahoo.com</a>	(325) 247-6067		(325) 248-7034

ELECTRIC UTILITY EQUIPMENT AVAILABLE	QUANTITY
AIR COMPRESSOR	1
HIGH-RANGER BUCKET	2
TELECT-DIGGER/DERRICK	1
VERSA-LIFT BUCKET	1

OTHER CITY EQUIPMENT AVAILABLE	QUANTITY
CASE W-14 LOADER	1
D-8 DOZER	1
JOHN DEER 544 LOADER	1
JOHN DEERE 310 BACKHOE	1

# CITY OF LOCKHART UTILITIES

Area Code 512  
 Fax (512) 398-5103  
 308 West San Antonio Street  
 P.O. Box 239  
 Lockhart, Texas 78644

Electric Department Warehouse  
 Fax (512) 376-2952  
 214 Bufkin Lane  
 Lockhart, Texas 78644

Key Contacts	Title	Email	Office Phone	Home Phone	Cell Phone	Pager
<b>Steven Lewis</b>	City Manager	<a href="mailto:slewis@lockhart-tx.org">slewis@lockhart-tx.org</a>	(512) 398-3461		(512)-769-8072	
<b>Bobby Leos</b>	Electric Superintendent	<a href="mailto:bleos@lockhart-tx.org">bleos@lockhart-tx.org</a>	(512) 398-6117	(512) 557-3241	(512) 376-8328	

Employees Available	Title	Email	Office Phone	Home Phone	Cell Phone
<b>Pete Rodriguez</b>	Electric Foreman		(512) 398-6117	(512) 557-7373	(512) 376-8056
<b>George Gonzales</b>	Class "A" Lineman		(512) 398-6117	(512) 945-8003	
<b>Terry Sharpe</b>	Class "A" Lineman		(512) 398-6117	(512) 787-6155	
<b>Bobby Lockhart</b>	Class "B" Lineman		(512) 398-6117	(512) 644-2800	
<b>Joe Torres</b>	Class "B" Lineman		(512) 398-6117		(512) 585-6572
<b>Joel Gonzales</b>	Groundman		(512) 398-6117		(512) 644-7803
<b>Jay Esquivel</b>	Class "A" Lineman		(512) 398-6117		(760) 577-9408

ELECTRIC UTILITY EQUIPMENT AVAILABLE	QUANTITY
<b>32' AERIAL BUCKET TRUCK</b>	1
<b>48' AERIAL BUCKET TRUCK</b>	1
<b>55' AERIAL BUCKET TRUCK</b>	1
<b>BACK YARD MACHINE</b>	1
<b>COMMANDO DIGGER TRUCK</b>	1

OTHER CITY EQUIPMENT AVAILABLE	QUANTITY
<b>112 CATERPILLAR MOTOR GRADER</b>	1
<b>922 CATERPILLAR FRONT-END LOADER</b>	1
<b>951 CATERPILLAR</b>	1
<b>BACKHOES</b>	3
<b>FL10C FIAT ALLIS TRACK LOADER</b>	1
<b>GRAVEL DUMP TRUCKS</b>	4
<b>MODEL D ALLIS CHAMBERS MOTOR GRADER</b>	1

(The above with operators and drivers)

# CITY OF LULING UTILITIES

Area Code 830  
 Fax (830) 875-2038  
 509 East Crockett Street  
 Luling, Texas 78648

Key Contacts	Title	Email	Office Phone	Home Phone	Cell Phone
<b>Mike Hendricks</b>	Mayor	<a href="mailto:mayor@cityofluling.net">mayor@cityofluling.net</a>	(830) 875-2481	(830) 875-5202	(512) 738-1097
<b>Mark Mayo</b>	City Manager	<a href="mailto:citymanager@cityofluling.net">citymanager@cityofluling.net</a>	(830) 875-2481		(830) 351-3243
<b>Martha Velasquez</b>	City Secretary	<a href="mailto:citysecretary@cityofluling.net">citysecretary@cityofluling.net</a>	(830) 875-2481	(830) 875-5065	(512) 565-4490
<b>Joshua Farrell</b>	Public Works Director	<a href="mailto:jfarrell@cityofluling.net">jfarrell@cityofluling.net</a>	(830) 875-5131		(830) 351-3151
<b>Buddy Pearson</b>	Superintendent	<a href="mailto:electricssuper@cityofluling.net">electricssuper@cityofluling.net</a>	(830) 875-5131 x23	(830) 875-5324	(512) 738-1107
<b>James Mace</b>	Water /Wastewater	<a href="mailto:watersuper@cityofluling.net">watersuper@cityofluling.net</a>	(830) 875-5131 x25	(830) 875-3006	(512) 738-1279

EMPLOYEES AVAILABLE	QUANTITY
FIRST CLASS LINEMEN	1
SECOND CLASS LINEMEN	3

ELECTRIC UTILITY EQUIPMENT AVAILABLE	QUANTITY
AERIAL BUCKET TRUCK - 50'	1
AERIAL BUCKET TRUCK - 57'	1
BACKHOE FRONT-END LOADER	2
BULLDOZER	1
DUMP TRUCKS	5
MAINTAINER	1
MODEL D ALLIS CHAMBERS MOTOR GRADER	1
PC-1300 DERRICK-DIGGER TRUCK	1
PICKUP TRUCK	4
POLE TRAILER	1
RUBBER TIRED LOADER	1

# CITY OF MASON UTILITIES

Area Code 325  
 Fax (325) 347-5955  
 124 Moody Street  
 P.O. Box 68  
 Mason, Texas 76856

Key Contracts	Title	Email	Office Phone	Home Phone	Cell Phone
<b>Brent Hinckley</b>	Mayor	<a href="mailto:brent.hinckley@cityofmason.us">brent.hinckley@cityofmason.us</a>	(325) 347-6449	(325) 347-5415	(325) 347-2594
<b>John Palacio</b>	City Administrator	<a href="mailto:john.palacio@cityofmason.us">john.palacio@cityofmason.us</a>	(325) 347-6449	(325) 347-5948	(325) 805-1278
<b>David Hyden</b>	Electric Superintendent	<a href="mailto:David.hyden@cityofmason.us">David.hyden@cityofmason.us</a>	(325) 347-6449	(325) 347-5373	(325) 347-2868
<b>Pattie Allen</b>	City Secretary	<a href="mailto:Pattie.allen@cityofmason.us">Pattie.allen@cityofmason.us</a>	(325) 347-6449	(325) 347-6943	(325) 347-4701
<b>On Call Person</b>					(325) 347-2247

Employees Available	Title
<b>David Hyden</b>	Electric Superintendent
<b>Clyde Martin</b>	Electric Lineman
<b>Joe L. Martinez</b>	Water/Wastewater/Street Supervisor
<b>Ray Avalos</b>	Landfill Supervisor
<b>Matt Hyden</b>	Apprentice Lineman
<b>Cliff Payne</b>	Apprentice Lineman

ELECTRIC UTILITY EQUIPMENT AVAILABLE	QUANTITY
BUCKET TRUCK	3
DIGGER TRUCK	1
PICKUPS	2

OTHER CITY EQUIPMENT AVAILABLE	QUANTITY
BACKHOE	1
BULLDOZER	1
DUMP TRUCK	1
GENERATOR	1
LOADER (CASE FOUR-WHEEL DRIVE)	1

# CITY OF MOULTON UTILITIES

Area Code 361  
 Fax (361) 596-7075  
 Emergency Contact: (361) 798-2900  
 102 South Main Street  
 P.O. Box 369  
 Moulton, Texas 77975

Key Contacts	Title	Email	Office Phone	Home Phone	Cell Phone
<b>Mark Zimmerman</b>	Mayor	<a href="mailto:zim1958@att.net">zim1958@att.net</a>	(361) 596-7632		(361) 772-3550
<b>Gary Clack</b>	Water/WW Operator	<a href="mailto:pwsupervisor@cityofmoulton.com">pwsupervisor@cityofmoulton.com</a>			(361) 217-5506
<b>Tim Koncaba</b>	Public Works	<a href="mailto:citysec@cityofmoulton.com">citysec@cityofmoulton.com</a>	(361) 596-4621	(361) 596-7609	(361) 217-5505
<b>LuAnn Rogers</b>	City Secretary	<a href="mailto:citysec@cityofmoulton.com">citysec@cityofmoulton.com</a>	(361) 596-4621		(936) 444-5808
<b>Mitchell Bennett</b>	Chief of Police	<a href="mailto:policechief@cityofmoulton.com">policechief@cityofmoulton.com</a>			(361) 217-5500

Employees Available	Title	Email	Office Phone	Home Phone	Cell Phone
<b>Tim Koncaba</b>	Public Works		(361) 596-4621	(361) 596-7609	(361) 217-5505
<b>Gary Clack</b>	Water/WW Operator	<a href="mailto:pwsupervisor@cityofmoulton.com">pwsupervisor@cityofmoulton.com</a>			(361) 217-5506
<b>Kyle Koncaba</b>	Line helper				(361) 772-4988

**On Call Dispatcher** (361) 798-2121

ELECTRIC UTILITY EQUIPMENT AVAILABLE	QUANTITY
1 TON AND 1 TON SUPPORT VEHICLES	3
1998 FORD/TELELECT COMMANDER 4045 DIGGER TRUCK	1
AERIAL BUCKET- 57'	1

OTHER CITY EQUIPMENT AVAILABLE	QUANTITY
CHAIN SAW	2
CHIPPER	1
DUMP TRUCK (5 TON)	1
TRACTORS WITH LOADERS AND BACKHOE	1



# NEW BRAUNFELS UTILITIES

Area Code 830  
 Fax (830) 629-8435  
 263 Main Plaza  
 P.O. Box 310289  
 New Braunfels, Texas 78131-0289

Key Contacts	Title	Email	Office Phone	Home Phone	Cell Phone
Ian Taylor	CEO	<a href="mailto:ltaylor@nbuexas.com">ltaylor@nbuexas.com</a>	(830) 629-8496		
Ryan Kelso	Chief Operations Officer	<a href="mailto:rkello@nbutexas.com">rkello@nbutexas.com</a>	(830) 629-8412		(832) 561-1713
Gretchen Reuwer	Director of Electric Services	<a href="mailto:greuwer@nbutexas.com">greuwer@nbutexas.com</a>	(830) 608-8823		(830) 660-3437
Gregory Thomas	Chief Electric Engineer	<a href="mailto:gthomas@nbutexas.com">gthomas@nbutexas.com</a>	(830) 608-8953		(830) 708-6095
Jim Williams	Substation Manager		(830) 608-8881		(830) 660-2112
Justin Green	Electric Operations Manager		(830) 608-8870		(210) 364-1606
<b>Systems Control 24 / 7</b>			<b>(830) 608-8800 or (830) 608-8848</b>		

EMPLOYEES AVAILABLE	QUANTITY
LINE SUPERVISOR	3
ASSISTANT MANAGER	1
JOURNEYMAN	10
APPRENTICE & GROUNDSMEN	21
CREW LEAD	4
EQUIP. OPERATOR	4
MAINTENANCE PLANNER	1
INSPECTOR	6

ELECTRIC UTILITY EQUIPMENT AVAILABLE	QUANTITY
AERIAL UNITS TRUCK	9
CRANE TRUCK	1
DIGGER DERRICK	2
ELECTRIC-LINE PICKUP	6
LINE TRUCK	1
PRESSURE DIGGER	2
SUPER-DUTY SERVICE TRUCK	9

OTHER UTILITY EQUIPMENT AVAILABLE	QUANTITY
AIR COMPRESSOR	1
BACKHOE	1
BRUSH CHIPPER	1
DUMP TRUCK	1

# CITY OF ROBSTOWN UTILITIES

Area Code (361) 387-3554  
Fax (361) 387-9353  
101 E Main Ave  
Robstown, TX 78380

Key Contacts	Title	Email	Office Phone	Home Phone	Cell Phone
Roy Gutierrez	Superintendent of Utilities	<a href="mailto:roy@robstownutilities.com">roy@robstownutilities.com</a>	(361) 387-3554		(361) 438-0918
James Carrillo	Electric Superintendent	<a href="mailto:james@robstownutilities.com">james@robstownutilities.com</a>	(361) 767-3348		(361) 944-7255
Raul Vaiz, Jr.	Asst. Electric Superintendent	<a href="mailto:raul@robstownutilities.com">raul@robstownutilities.com</a>	(361) 767-3348		(361) 904-9911

EMPLOYEES AVAILABLE	QUANTITY
LINEMEN	4
HELPERS	6

ELECTRIC UTILITY EQUIPMENT AVAILABLE	QUANTITY
BUCKET TRUCK	5
DIGGER TRUCK	2
PICKUP TRUCK	5

OTHER CITY EQUIPMENT AVAILABLE	QUANTITY
BACKHOE	2
DUMP TRUCK	2
TRENCHER	2

# SAN MARCOS ELECTRIC UTILITY

Area Code 512  
Fax (855) 759-2839  
630 East Hopkins Street  
San Marcos, Texas 78666-6397

Key Contacts	Title	email	Office Phone	Home Phone	Cell Phone
<b>Bert Lumbreras</b>	City Manager	<a href="mailto:City_Manager_Info@sanmarcostx.gov">City_Manager_Info@sanmarcostx.gov</a>	(512) 393-8103		
<b>Tom Taggart</b>	ED-Public Services	<a href="mailto:ttaggart@sanmarcostx.gov">ttaggart@sanmarcostx.gov</a>	(512) 393-8303	(830) 424-3119	(512) 738-7664
<b>Tyler Hjorth</b>	Assistant Director of Public Services	<a href="mailto:thjorth@sanmarcostx.gov">thjorth@sanmarcostx.gov</a>	(512) 393-8309		(903) 387-2357
<b>Scott King</b>	Distribution Manager		(512) 393-8306		(512) 757-9460
<b>Kevin Klock</b>	Power System Technician	<a href="mailto:kklock@sanmarcostx.gov">kklock@sanmarcostx.gov</a>	(512) 393-8367		
<b>Raymond Nutall</b>	Electrical Engineering Services Mgr	<a href="mailto:rnutall@sanmarcostx.gov">rnutall@sanmarcostx.gov</a>	(512) 393-8326		
<b>Allan Williams</b>	Metering		(512) 393-8311		(512) 393-4498

**Dispatch 24/7**

**(512) 393-8313**

## QUANTITY

### EMPLOYEES AVAILABLE

ELECTRIC CREW LEADER	4
LINEPERSON	6
APPRENTICE LINEPERSON	6
HELPER LINEPERSON	4
ELECTRIC ENGINEERING TECHNICIAN	4
ENTRY LEVEL ENGINEER	1

### ELECTRIC UTILITY EQUIPMENT AVAILABLE QUANTITY

½-TON PICKUP TRUCK	4
1-TON CHIPPER DUMP TRUCK	1
4 DRUM ROPE PULLER	1
40' ALTEC MATERIAL HANDLER	4
60' ALTEC BUCKET TRUCK	1
60' VERSA-LIFT BUCKET TRUCK	1
65' HIGH RANGER BUCKET TRUCK	1
65' ALTEC BUCKET TRUCK	1
ARROW BOARD	1
CAPTAIN-LINE DIGGER TRUCK	3

### ELECTRIC UTILITY EQUIPMENT AVAILABLE QUANTITY

CHIPPER	2
CREW TRUCKS	5
DUCT DAWG URD CABLE PULLER	1
E-Z HAULER WITH 20' CRANE	1
FLATBED TRAILERS	2
FLATBED WITH CRANE (5 TON)	1
HYDROVAC TRAILER	1
POLE TRAILER	1
REEL TRAILER	3
TEXOMA PRESSURE DIGGER	1

Other City Equipment Available - Miscellaneous bridge, street, water and wastewater heavy equipment with operators.

# CITY OF SAN SABA UTILITIES

Area Code 325  
(325) 372-3131  
Fax (325) 372-3989  
303 South Clear Street  
P.O. Box 788  
San Saba, Texas 76877

Key Contacts	Title	Email	Office Phone	Home Phone	Cell Phone
Scott Edmonson	City Manager	<a href="mailto:citymanager@centex.net">citymanager@centex.net</a>	(325) 372-5145		(325) 372-8001
Denver Daniel	Electric Superintendent	<a href="mailto:sselectric@centex.net">sselectric@centex.net</a>	(325) 372-3131	(325) 372-5043	(325) 372-7568
Mike Argote	Lineman		(325) 372-3131		(325) 372-8694
G.T. Meador	Lineman		(325) 372-3131		
Kyle Anderson	Apprentice		(325) 372-3131		

## Employees Available

Same as above

ELECTRIC UTILITY EQUIPMENT AVAILABLE	QUANTITY
AERIAL BUCKET - 48'	1
BOOM & DIGGER (TELECT) - 40'	1
DIGGER TRUCK	1
HI-RANGER-55'	2
PICKUP TRUCK	3
TEREX BOOM TIP DIGGER – 47'	1
TEREX BUCKET TRUCK WITH MATERIAL HANDLER – 60'	1

OTHER CITY EQUIPMENT AVAILABLE	QUANTITY
AIR COMPRESSOR	2
BACK HOE	2
DITCH WITCH	1
DUMP TRUCK	4
FORKLIFT 2,000	1
PICKUP TRUCK	5
ROAD GRADER	1
TRACK LOADER	1
VACTOR TRUCK	1

# CITY OF SANGER UTILITIES

Area Code 940  
Fax (940) 458-2908  
P.O. Box 1729  
502 Elm Street  
Sanger, Texas 76266

Key Contacts	Title	Email	Office Phone	Home Phone	Cell Phone
Mike Prater	Director of Electric Utilities	<a href="mailto:electric@sangertexas.org">electric@sangertexas.org</a>	(940) 391-9423		
Alina Ciocan	City Manager	<a href="mailto:aciocan@sangertexas.org">aciocan@sangertexas.org</a>	(940) 458-7930		

EMPLOYEES AVAILABLE	QUANTITY
LINEMEN – CLASS A	5

ELECTRIC UTILITY EQUIPMENT AVAILABLE	QUANTITY
ALTEC BACKYARD MACHINE	1
BUCKET TRUCK – 2-MAN, 60'	2
DIGGER TRUCKS	2
SERVICE BUCKET TRUCK	2
STANDARD PICK UP	2

# CITY OF SCHULENBURG UTILITIES

Area Code 979  
 Fax (979) 743-4760  
 535 North Main Street  
 P.O. Box 8  
 Schulenburg, Texas 78956

Key Contacts	Title	Email	Office Phone	Home Phone	Cell Phone
Elaine Kocian	Mayor		(979) 743-4126	(979) 743-3495	
Tami Blaschke-Walker	City Administrator	<a href="mailto:t.walker@schulenburgtx.org">t.walker@schulenburgtx.org</a>	(979) 743-4126	(979) 561-8221	(979) 743-0089
Darryl Moeller	Operations Mgr.	<a href="mailto:d.moeller@schulenburgtx.org">d.moeller@schulenburgtx.org</a>	(979) 743-3895		(979) 505-8358

Employees Available	Title	Email	Office Phone	Home Phone	Cell Phone
William Stokes	Lineman		(979) 743-3895		
Brent Jones					
Richard Sellstad	Electric Superintendent	<a href="mailto:electric@schulenburgtx.org">electric@schulenburgtx.org</a>	(979) 743-3895	(979)743-9322	(979) 505-0163

ELECTRIC UTILITY EQUIPMENT AVAILABLE	QUANTITY
ALTEC BUCKET TRUCK-55' MATERIAL HANDLER	1
ALTEC DIGGER DERRICK	1
ALTEC BUCKET TRUCK - 41' MATERIAL HANDLER	1
PICKUP TRUCK	2

OTHER CITY EQUIPMENT AVAILABLE	QUANTITY
BACKHOE	2
CRANE (15 TON)	1
DUMP TRUCK	3
FRONT-END LOADER	1
MAINTAINER AND ROAD GRADER	1
PORTABLE LIGHTING	1
LOADER	1
TRENCHER	1

Other street, water and wastewater equipment with operators

# CITY OF SEGUIN UTILITIES

Area Code 830  
 Fax (830) 401-2499  
 210 East Gonzales  
 P.O. Box 591  
 Seguin, Texas 78155

Key Contacts	Title	Email	Office Phone	Home Phone	Cell Phone
<b>Steve Parker</b>	City Manager	<a href="mailto:sparker@seguintexas.gov">sparker@seguintexas.gov</a>	(830) 401-2302		
<b>Rick Cortes</b>	Asst. City Manager		(830) 401-2401	(210) 661-2791	(210) 364-3131
<b>Clarence Smith</b>	Director of Electric Utilities	<a href="mailto:Csmith@seguintexas.gov">Csmith@seguintexas.gov</a>	(830) 401-2405	(830) 433-1279	(830) 433-1279
<b>Freddy King</b>	Electric Superintendent	<a href="mailto:fking@seguintexas.gov">fking@seguintexas.gov</a>	(830) 401-2439		(210) 854-4579
<b>Clay Howard</b>	Utility Services Superintendent	<a href="mailto:Choward@seguintexas.gov">Choward@seguintexas.gov</a>	(830) 401-2777		(210) 663-8015

EMPLOYEES AVAILABLE	QUANTITY
<b>3- CREWS AND 1- SERVICE CREW</b>	
<b>CREW LEADERS</b>	3
<b>LINEMAN</b>	6
<b>APPRENTICES</b>	6

ELECTRIC UTILITY EQUIPMENT AVAILABLE	QUANTITY
<b>4- DRUM ROPE RIG</b>	1
<b>BACKYARD MACHINE</b>	1
<b>BUCKET TRUCK (55 FT)</b>	3
<b>DIGGER DERRICK</b>	3
<b>SERVICE TRUCKS (40 FT)</b>	2
<b>TENSIONER</b>	1
<b>UNDERGROUND PULLING MACHINE</b>	1

## Other City Equipment Available

Dump Truck (10 yards) 3

# CITY OF SEYMOUR UTILITIES

Area Code 940  
Fax (940) 889-8882  
301 North Washington Street  
Seymour, Texas 76380

Key Contacts	Title	Email	Office Phone	Home Phone	Cell Phone
Vacant	City Administrator		(940) 889-3148		(806) 433-7323
Kyle Ward	Electric Superintendent	<a href="mailto:electricdept@cityofseymou.org">electricdept@cityofseymou.org</a>	(940) 889-5458		(817) 806-7700

Employees Available	Title	Email	Office Phone	Home Phone	Cell Phone
Kyle Ward			(940) 889-5458		(817) 806-7700
Jared Taylor			(940) 889-5458		(806) 473-7586
Joe Bush			(940) 889-5458		(940) 256-0905
John Joyce					(940) 414-2088

ELECTRIC UTILITY EQUIPMENT AVAILABLE	QUANTITY
BUCKET TRUCK	2
DIGGER TRUCK	1
PICKUP TRUCK	2

OTHER CITY EQUIPMENT AVAILABLE	QUANTITY
BACKHOE	2
DUMP TRUCK	5
MOTOR GRADER	1
PICK-UP TRUCK	12
STREET SWEEPER	1
TRACK LOADER	1
TRACTOR	3



# CITY OF SHINER UTILITIES

Area Code 361  
 Fax (361) 594-3566  
 802 North Ave. E  
 P.O. Box 308  
 Shiner, Texas 77984

Key Contacts	Title	Email	Office Phone	Home Phone	Cell Phone
	Electric Superintendent	electricdept@shinertexas.gov			
Ronald D. Matias	Lineman		(361) 594-3362	(361) 594-4292	(361) 772-
Darrin Foster	Lineman		(361) 594-3362		(361) 401-0224
<b>Dispatcher</b>			<b>(361) 594-3339</b>		
Fred Henry Hilscher	Mayor		(361) 594-3317		(361) 293-1450
Ronald Leck	Chief of Police		(361) 594-2831	(361) 594-3002	(361) 401-1813
Natalie Fric	City Secretary	<a href="mailto:Natalie.Fric@Shinertexas.gov">Natalie.Fric@Shinertexas.gov</a>	(361) 594-3362		(361) 258-1723

EMPLOYEES AVAILABLE	QUANTITY
EMPLOYEES AVAILABLE	5

ELECTRIC UTILITY EQUIPMENT AVAILABLE	QUANTITY
DIGGER-DERRICK COMMANDER 40-47	1
DUMP TRUCK	1
HIGH-RANGER BUCKET TRUCK - 48'	1
BUCKET TRUCK – 40'	1
PICKUP TRUCK	1
TEREX TELECT 5TC-55	1

OTHER CITY EQUIPMENT AVAILABLE	QUANTITY
BACKHOE	1

# CITY OF SMITHVILLE UTILITIES

Area Code 512  
 Fax (512) 237-4549  
 317 Main Street  
 P.O. Box 449  
 Smithville, Texas 78957

Key Contacts	Title	Email	Office Phone	Home Phone	Cell Phone
<b>Scott Saunders, Jr.</b>	Mayor	<a href="mailto:SSaunders@ci.smithville.tx.us">SSaunders@ci.smithville.tx.us</a>	(512) 237-3282 x2107		
<b>Robert Tamble</b>	City Manager	<a href="mailto:citymanager@ci.smithville.tx.us">citymanager@ci.smithville.tx.us</a>	(512) 237-3282 x2169		(512) 423-9390
<b>Jack Page</b>	Public Works Director	<a href="mailto:JPage@ci.smithville.tx.us">JPage@ci.smithville.tx.us</a>	(512) 237-3282 x2525		(512) 848-6539
<b>Edward Balusek</b>	Electrical Foreman	<a href="mailto:EBalusek@ci.smithville.tx.us">EBalusek@ci.smithville.tx.us</a>	(512) 237-3282		(512) 629-6213
<b>Mike Maugere</b>	Chief of Police		(512) 237-3282 x2216		

Employees Available - 4

Same as above - City will contact as needed

ELECTRIC UTILITY EQUIPMENT AVAILABLE	QUANTITY
A-FRAME AND HOLE DIGGER	1
BUCKET TRUCK (1-MAN BUCKET)	1
BUCKET TRUCK (2-MAN BUCKET)	1
PICKUP TRUCK (EQUIPPED)	1

OTHER CITY EQUIPMENT AVAILABLE	QUANTITY
DUMP TRUCK (8 YARDS WITH SIDES)	1
DUMP TRUCK (12 YARDS WITH SIDES)	1
FIRE-FIGHTING EQUIPMENT	1
FLAT DUMP TRUCK (5 YARDS)	2

# CITY OF WAELDER UTILITIES

Area Code 830  
Fax (830) 788-7432  
P.O. Box 427  
Waelder, Texas 78959

Key Contacts	Title	Email	Office Phone	Home Phone	Cell Phone
Steven McKay	City Manager	<a href="mailto:citymanager@gvtc.com">citymanager@gvtc.com</a>	(830) 788-7331		(830)263-9034
Adolph Gonzales	Electric Department Superintendent	<a href="mailto:agonzales@gvtc.com">agonzales@gvtc.com</a>	(830) 788-7331		(830) 857-5305
Abelardo Ibarra	W/WW Sup	<a href="mailto:ibarra732005@yahoo.com">ibarra732005@yahoo.com</a>	(830) 788-7331		(830) 857-1559
Roy Tovar	Mayor	<a href="mailto:melindac@gvtc.com">melindac@gvtc.com</a>	(830) 788-7331		(830) 463-7244
Melinda Caballero	City Secretary	<a href="mailto:melindac@gvtc.com">melindac@gvtc.com</a>	(830) 788-7331		(830) 857-6645
Eric Jones	Police Chief		(830) 778-7270		(830) 203-9936

Employees Available	Title	Email	Office Phone	Home Phone	Cell Phone
Paul Quintero, Jr.	Apprentice Lineman		(830) 788-7331		(830) 857-1879
Jesus Reyna	Electric Department		(830) 788-7331		(830) 203-1750
Samuel Mathis	Water & Wastewater Department		(830) 788-7331	(830) 788-7186	(830) 857-1893
Phillip Rameriz	Fire Chief		(830) 788-7331	(830) 788-7732	(830) 857-5789
Santana Gonzales	Water & Wastewater Department		(830) 788-7331		(830) 857-4516

Warehouse/Shop: 830-788-7599

	QUANTITY
<b>ELECTRIC UTILITY EQUIPMENT AVAILABLE</b>	
AERIAL LIFT TRUCK (42 FT)	1
AERIAL LIFT TRUCK (55 FT)	1
COMMANDER POLE SETTING TRUCK	2
SERVICE TRUCK	2

	QUANTITY
<b>OTHER CITY EQUIPMENT AVAILABLE</b>	
4 WHEELER	1
BACKHOE DIGGER AND FRONT-END LOADER - 580 M	2
CHAIN SAW	5
DUMP TRUCK (2 TO 3 YARD)	1
FIRE TRUCK	6
FORD SHREDDER	1
MAINTAINER, 120 CATERPILLAR	1
NEW HOLLAND TRACTOR	1
PH 610 BLAZER ULV AEROSOL GENERATOR	1
SEWER MACHINE	1
XMARK RIDING MOWER	1

# CITY OF WEIMAR UTILITIES

Area Code 979  
Fax (979) 725-8488  
106 East Main Street  
P.O. Box 67  
Weimar, Texas 78962

Key Contacts	Title	Email	Office Phone	Home Phone	Cell Phone
James Hughes	Public Works Director	utilitysuper@weimartexas.org	(979) 725-8554		(979) 966-8477
Eric Newby	Electric Utility Foreman		(979) 725-8554		(979) 966-4015
Kenneth Sestak	Water/Sewer Foreman		(979) 725-8554		(979) 966-4013
Delores Stoevers	City Secretary	<a href="mailto:citysec@weimartexas.org">citysec@weimartexas.org</a>	(979) 725-8554		
Mike Barrow	City Manager	<a href="mailto:citymgr@weimartexas.org">citymgr@weimartexas.org</a>	(979) 725-8554		(903) 392-4596

EMPLOYEES AVAILABLE	QUANTITY
EMPLOYEES AVAILABLE	2

ELECTRIC UTILITY EQUIPMENT AVAILABLE	QUANTITY
DIGGER/DERRICK 42'	1
HI-RANGER MOBILE BUCKET	1

OTHER CITY EQUIPMENT AVAILABLE	QUANTITY
BACKHOE AND LOADER, CAT 420 E-15FT.	1
BRUSH CHIPPER	1
DUMP TRUCK	2
GAS-DRIVEN CHAIN SAW	1
KOMATSU LOADER	1

# CITY OF YOAKUM UTILITIES

Area Code 361  
 Fax (361) 293-3318  
 808 Highway 77A South  
 P.O. Drawer 738  
 Yoakum, Texas 77995

Key Contacts	Title	Email	Office Phone	Home Phone	Cell Phone
<b>Kevin Coleman</b>	City Manager	<a href="mailto:citymanager@cityofyoakum.org">citymanager@cityofyoakum.org</a>	(361) 293-6321		(361) 208-5626
<b>Michael Bennett</b>	Director of Public Works	<a href="mailto:mbennett@cityofyoakum.org">mbennett@cityofyoakum.org</a>	(361) 293-6321		(361) 208-5976
<b>Greg Miears</b>	Asst. Director of Public Works	<a href="mailto:gmiears@cityofyoakum.org">gmiears@cityofyoakum.org</a>	(361) 293-6321	(361) 594-4110	(361) 293-8320
<b>Victor Gomez</b>	Electric Superintendent	<a href="mailto:vgomez@cityofyoakum.org">vgomez@cityofyoakum.org</a>	(361) 293-6321		(361) 258-1056

EMPLOYEES AVAILABLE	TITLE
<b>VICTOR GOMEZ</b>	Electric Superintendent
<b>JOHNNY TREVINO</b>	Foreman
<b>KENNY EGGEMEYER</b>	Groundsperson
<b>BRETLEE STEHLE</b>	Groundsperson

ELECTRIC UTILITY EQUIPMENT AVAILABLE	QUANTITY
<b>DIGGER-WINCH TRUCK</b>	1
<b>SERVICE TRUCK</b>	1
<b>TRUCKS AND AERIAL BUCKET</b>	2
<b>½ TON PICKUPS</b>	2

OTHER CITY EQUIPMENT AVAILABLE	QUANTITY
<b>BACKHOE</b>	2
<b>DUMP TRUCK</b>	5
<b>LOADER</b>	2
<b>MAINTAINER</b>	1



# LCRA TRANSMISSION SERVICES FIELD OPERATIONS MAINTENANCE CONTACT LIST

CONTACT	FUNCTION	OFFICE	CELL	RADIO
JONATHAN GREENE SR. VP, TRANSMISSION OPERATIONS	Operations	(512) 578-4512		
DAN SMITH VP, TRANSMISSION SYSTEM OPERATIONS	Transmission Ops	(512) 578-7009	(512) 203-3069	
SAM WOOLARD VP, TRANS CONSTRUCTION & MAINTENANCE	Construction and Maintenance	(512) 730-6442	(817) 992-1358	
JASON ERVIN SR DIRECTOR, TELECOMMUNICATIONS	Telecommunications	(512) 578-4710	(979) 224-6761	3016
DANIEL MARR DIRECTOR, SOCC OPERATIONS	SOCC Operations	(512) 730-8923	(979) 777-4937	
BRYAN HAAS MGR, SYSTEM OPERATIONS CONTROL CENTER	SOCC Operations	(512) 578-4564	(512) 983-6648	
NAYANA PHADKE DIRECTOR, SOCC SYSTEMS	Transmission Operations	(512) 730-6419	(512) 934-7405	
PETE ZEPEDA DIRECTOR, LINE AND STRUCTURAL ENGINEERING	Transmission Design & Protection	(512) 578-4561		
CHARLIE WILSON DIRECTOR, SUBSTATION ENGINEERING	Transmission Design & Protection	(512) 578-4572		
JOSH SRP MGR, ENGINEERING	Transmission Standards	(512) 730-6342	(361) 212-0112	
LUKE ADAIR MGR, SYSTEM CONTROLS	Relay, SCADA, Metering	(512) 730-5266	(979) 540-7302	
MATT HOLLAND DIRECTOR, LINE AND SUB OPERATIONS	Line & Substation Support Services	(830) 596-7273	(512) 497-3303	
GREG ARIZOLA SUPERVISOR, TRANSMISSION SYSTEM DISTRICT (EAST)	Substation Operations (East)	(512) 730-5958	(512) 517-2152	
JASON JECMENEK, SUPERVISOR, LINE OPERATIONS (EAST)	Line Operations (East)	(979) 968-4746	979-966-8124	
SAM PERINE SUPERVISOR, TRANSMISSION SYSTEM DISTRICT (CENTRAL)	Line & Substation Support Services (Central)	(512) 730-6202	(512) 656-5934	
KYLE KRAMER SUPERVISOR, TRANSMISSION SYSTEM DISTRICT (WEST)	Line & Substation Support Services (West)	(830) 730-7280	(210) 416-9764	
ADAM MOORE DIRECTOR, TRANSMISSION CONTRACT CONSTRUCTION MANAGEMENT	Construction Contracts	(512) 578-2733	(512) 964-3365	
JOEY MELTON SUPERVISOR, SYSTEM PROTECTION & CONTROL (EAST)	Protective Relaying (East)	(979) 968-1913	(512) 789-2029	

<b>CHRIS WOLFF</b> <b>SUPERVISOR, SYSTEM PROTECTION &amp; CONTROL (CENTRAL)</b>	Protective Relaying (Central)	(512) 730-5057	(512) 657-1423	
<b>STEVE SAXTON</b> <b>SUPERVISOR, SYSTEM PROTECTION &amp; CONTROL (WEST)</b>	Protective Relaying (West)	(830) 596-7251	(512) 497-3269	1258 or 1375

## STATE OF TEXAS DIVISION OF EMERGENCY MANAGEMENT

The Division of Emergency Management was created to serve the citizens of the State of Texas in times of a disaster. The Division will facilitate assistance from the state agencies which can provide resources to the disaster area. The Division will also coordinate requests for federal assistance through the Federal Emergency Management Agency (FEMA).

After the Mayor and County Judge declares a disaster in their jurisdiction and all local resources have been extended, the Regional Liaison Officer (RLO) of the Division of Emergency Management should be contacted to organize and coordinate state assistance. In the event the RLO is not available the Highway Patrol Captain or Lieutenant should be notified.





## Administration

## ITEM 4.9

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

### Agenda Item Brief

**Meeting Date:** September 28, 2021

**Agenda Item:** Discuss and consider action: 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, GOLF COURSE PURCHASE OR OTHER CHARGE: D. Vaughn

**Background:** The city incurs a processing fee for each utility charge, fee, fine or other charge payment made by credit card. This fiscal year it is projected that the city will expend approximately \$145,000 for such fees.

**Information:** This ordinance proposes a three percent convenience fee whenever a credit card is used to pay a utility bill or any other fees or fines. The customer can avoid convenience charges by making payment in cash, by check, electronic funds transfer, or in some cases a debit card.

**Fiscal Impact:** Passage of this ordinance is anticipated to help offset at approximately 75% of the fees incurred. Staff will monitor credit card fees and offsetting charges and will report to Council if any amendments are needed.

**Recommendation:** Staff recommends approval of Ordinance No. 2021-41 as presented.

## ORDINANCE NO. 2021-41

**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, GOLF COURSE PURCHASE OR OTHER CHARGE; 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.

**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:

*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; for purchase of goods or service at the municipal golf course; and all other municipal fees, fines, court costs or other 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 ten. 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.

The remainder of this page is intentionally blank, and the signature page follows.

**Section eleven. Effective Date.** This Ordinance shall be effective as of December 1, 2021.

Passed on first reading on the 28<sup>th</sup> day of September, 2021

Passed Approved and Adopted on the 26<sup>th</sup> day of October, 2021

CITY OF BURNET

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**Crista Goble Bromley, Mayor**

**ATTEST:**

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**Kelly Dix, City Secretary**



## Administration

## ITEM 4.10

Adrienne Feild  
Administrative Services/Airport  
Manager  
(512)-756-6093 ext. 3214  
afeild@cityofburnet.com

### Agenda Item Brief

<b>Meeting Date:</b>	September 28, 2021
<b>Agenda Item:</b>	Discuss and consider action: Approval of TxDot Aviation 2021 – 2022 Routine Airport Maintenance Program (RAMP) grant and designation of authorized representative: A. Feild
<b>Background:</b>	This grant is a 50/50 reimbursement grant from TxDot Aviation. State funding is \$50,000 each fiscal year. The State fiscal year begins September 1. The local government match is 50% of actual costs plus any excess of \$100,000 total costs. Each time we accept a grant with TxDot we commit to 20 years of keeping the airport open. The City has participated in RAMP funding with TxDOT Aviation since 2004.
<b>Information:</b>	The agreement is for general maintenance and improvements to the airport.
<b>Fiscal Impact:</b>	\$100,000 of which \$50,000 would be reimbursed at the end of the State fiscal year ending August 31, 2022.
<b>Recommendation:</b>	Staff recommends approval for the submission and acceptance of the RAMP grant with TxDOT Aviation and designation of Airport Manager Adrienne Feild as the designated representative.



## Administration

## ITEM 4.11

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

### Agenda Item Brief

**Meeting Date:** September 28, 2021

**Agenda Item:** Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING AN AMENDMENT TO A REAL ESTATE CONTRACT WITH DELAWARE SPRINGS RANCH INVESTMENTS LLC, FOR THE SALE OF APPROXIMATELY 42 ACRES OF CITY LAND LOCATED WEST OF THE BURNET MUNICIPAL GOLF COURSE; AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT ON BEHALF OF THE CITY. H. Erkan

**Background:** On May 25, 2021, City Council, by Resolution No. 2021-26, approved a contract to sell approximately 42 acres of land, adjoining the municipal golf course, to Delaware Springs Ranch Investments LLC, for \$9,000.00 per acre. The contract included special provisions protecting the golf course; including: (i) requiring a 25-foot-wide greenbelt buffers on all Delaware Springs Ranch Investments LLC, land abutting the golf course and avigation easement on Delaware Springs Ranch Investments LLC's, tracts 22, 23, 24, and 25; (ii) authorizing the placement of restrictive covenants on Lot 7 limiting access to County Road 100 only to proposed Jordan Shipley homesite; (iii) requiring the reservation of utility easements on the property to be sold; and (iv) restricting development of the purchased property to residential use.

**Information:** This resolution approves the First Amendment to the Real Estate Contract; and authorizes the mayor to execute the First Amendment on behalf of the City. The contract amendments include: (i) providing accurate surveys of the 41.96 acres to be sold; (ii) providing surveys of utility and greenbelt easements to be reserved on the property; (iii) revising special provisions of the contract to acknowledge that matters affecting other Delaware Springs Ranch Investments LLC property shall be addressed by separate agreement (also on this agenda); (iv) amending the restrictive covenants on Lot 7 to allow access to County Road 100 from all of Jordan

Shipley's proposed homesite property; (v) vacating the easement on tract 11 with agreement to reestablish easement during platting of tracts 14 and 15; and (vi) establish new closing date (fifteen business days after First Amendment Effective Date).

<b>Fiscal Impact</b>	The sales price will be \$377,640.00.
<b>Recommendation:</b>	Approve and adopt Resolution R2021-49 as presented.



**RESOLUTION NO. R2021-49**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING AN AMENDMENT TO A REAL ESTATE CONTRACT WITH DELAWARE SPRINGS RANCH INVESTMENTS LLC, FOR THE SALE OF APPROXIMATELY 42 ACRES OF CITY LAND LOCATED WEST OF THE BURNET MUNICIPAL GOLF COURSE; AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT ON BEHALF OF THE CITY**

**Whereas**, City Council adopted Resolution No. 2021-26 authorizing a contract for the sale of approximately 42 acres adjoining the Burnet Municipal Golf; and

**Whereas**, City Council desires to authorize the amendment to the contract to include the surveys of the land to be sold and easements to be reserved; as well as amending the special conditions therein.

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. First Amendment Approved.** The First Amendment to Real Estate Sales Contract and ancillary documents, attached hereto, are hereby approved.

**Section three. Authorization.** The mayor is hereby authorized to execute a First Amendment to Real Estate Sales Contract 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 28<sup>th</sup> day of September, 2021.

**CITY OF BURNET**

\_\_\_\_\_  
Crista Goble Bromley, Mayor

**ATTEST:**

\_\_\_\_\_  
Kelly Dix, City Secretary

## FIRST AMENDMENT TO REAL ESTATE SALE CONTRACT

THIS FIRST AMENDMENT TO REAL ESTATE SALES CONTRACT (this "*Amendment*") is entered into by and between **City of Burnet** a Texas home rule municipality ("*Seller*") and **Delaware Springs Ranch Investments, LLC**, a Texas limited liability company ("*Buyer*").

### RECITALS

**Whereas**, Seller and Buyer entered into that certain Real Estate Sales Contract effective May 27, 2021 (the "*Contract*"), in which Seller agreed to sell, and Buyer agreed to purchase, approximately 42 acres of undeveloped real property (the "*Property*") situated in the City of Burnet, Burnet County, Texas, said Property being more particularly described in this Amendment.

**Whereas**, Seller and Buyer desire to amend the Contract as set forth below.

**Whereas**, All defined terms not otherwise defined in this Amendment shall have the same meaning as the meaning given such terms in the Contract.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Seller and Buyer acknowledge, and the mutual benefits to be derived by the Parties from this Amendment, Seller and Buyer agree as follows:

(I) **Amendments.** The amendments to the Contract are as follows:

- (a) The section of Contract entitled "*Property*," on pages five and six therein, is hereby amended by replacing the existing language with the language that follows:

**Property:** The Property is 41.96 total acres, more or less, of land situated in the City of Burnet, Burnet County, Texas, said Property being more particularly described in exhibits as follows:

**Exhibit "A"** Sketch and Field Note Description of a 28.31 acre tract.

**Exhibit "B"** Sketch and Field Note Descriptions of Oak Vista Subdivision Lot 7A (12.16 acres) and a 1.49 acre tract.

- (b) The section of the Contract (entitled "*Purchase Price*") on page 6 therein, is hereby amended by replacing the existing language with the language that follows:

**Purchase Price:** The total purchase price is \$ 377,640.00. The total purchase price is calculated on a total acreage of 41.96 at a price of \$9000.00 per acre.

- (c) Contract Section A (entitled "*Deadlines and Other Dates*") subsection (9) (entitled "*Closing Date*") on page 7 therein, is hereby amended by replacing the existing language with the language that follows:

(9) *Closing Date:* Closing shall occur fifteen business days after the effective date of the First Amendment.

- (ci) Contract Section E (entitled "*Exhibits*") on pages 8 and 9 therein, is hereby amended by replacing the existing **Exhibit "A," Exhibit "B", Exhibit "F", and Exhibit G"** with amended **Exhibits "A", "B", "F", and "G"** attached hereto and made part of this Amendment for all purposes. **Exhibits "C", "D", and "E"** as depicted in the Contract are unchanged by this Amendment. A new **Exhibit "H"** (entitled "Release and Termination of Easement") is added.

- (cii) Contract Section J (entitled "*Special Conditions of Sales*") on pages 12 through 14 is hereby amended by replacing the existing language in subsections (1), (2), (3) and (4), as follows:

(1) *Utility Easements.* Utility easements reserved by Grantor are shown on the surveys attached to **Exhibit "F"** to this Amendment.

(2) *Golf Course Protection.* Subsections (2)(a), 2(c), and 2(d) are amended as follows:

(a) *Irrigation easements.* This matter is resolved and this subsection is intentionally deleted from the Contract.

(b) *Adjustment to Buyer's existing easement.* Contemporaneously with delivery of this First Amendment Buyer shall deliver an executed Release and Termination of Easement Instrument, as shown on **Exhibit "H"**. The Parties agree the existing Easement (Tract 11) is not in a location that serves its intended purpose, which is providing access from

Track 14 to Tract 15. Therefore, Buyer's agreement to vacate the Easement on Tract 11 is predicated on Seller's assurance that Seller shall work in good faith to provide an Easement, at no costs to Grantee, in such location that does not unreasonably interfere with Golf Course operations and that provides efficient and effective access from Tract 14 to Tract 15. Seller's commitment to provide an Easement for access from Tract 14 to Tract 15 shall survive closing.

(c) *Burnet Municipal Golf Course Easement.* As reflected in the Special Warranty Deed, Seller shall reserve a Greenbelt Easement 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.

(d) *Buyer's other Delaware Springs Property.* These matters are addressed by separate agreement and this subsection is intentionally deleted from the Contract.

(3) *Big Leaf Tract Declaration.* Before closing the Declaration of Restrictive Covenants recorded in the Public Records of Burnet County, Texas as Document No. 20211713, shall be amended as shown on **Exhibit "G"** and said Amendment to Declaration of Restrictive Covenants shall be recorded in the Public Records of Burnet County, Texas before closing.

(4) *Avigation Easement.* These matters are addressed by separate agreement and this subsection is intentionally deleted from the Contract.

Contract Section J (entitled "*Special Conditions of Sales*") paragraphs 2(e), (5), (6) and (7) are unchanged from the language in the Contract.

(II) **Binding.** This First Amendment is binding upon and shall inure to the benefit of the parties and their prospective successors and assigns.

(III) **Counterparts.** This First Amendment may be executed and delivered in one or more counterparts. Transmission of this First Amendment by telecopy shall be deemed transmission of the original First Amendment for all purposes.

**(IV) Full Force and Effect.** In all other respects, the Contract shall continue in full force and effect, unmodified except to the extent provided herein, and Seller and Buyer hereby Ratify and Affirm the same.

The remainder of this page intentionally blank and signature page to follow.

This First Amendment to be effective as of September \_\_\_\_, 2021.

**Seller**  
**City of Burnet**

By: \_\_\_\_\_  
Crista Goble Bromley, Mayor

Attest:

By: \_\_\_\_\_  
Kelly Dix, City Secretary

**Buyer**  
**Delaware Springs Ranch Investments, LLC**

By: \_\_\_\_\_  
Jordan Shipley, Manager

**Title Company Receipts and Information**

The undersigned Title Company hereby acknowledges receipt of a copy of this Amendment.

TITLE COMPANY:

Date: \_\_\_\_\_

First American Title Insurance Company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Address:**

Attorney Abstract

Attn: Janet Kuenzer

Address: 117 E Jackson Street  
Burnet, Texas 78611

Phone: (512)756-2006

E-mail: [orders@burnetcountytile.com](mailto:orders@burnetcountytile.com)

**EXHIBIT "A"**  
**Title Survey of 28.31-acre tract.**



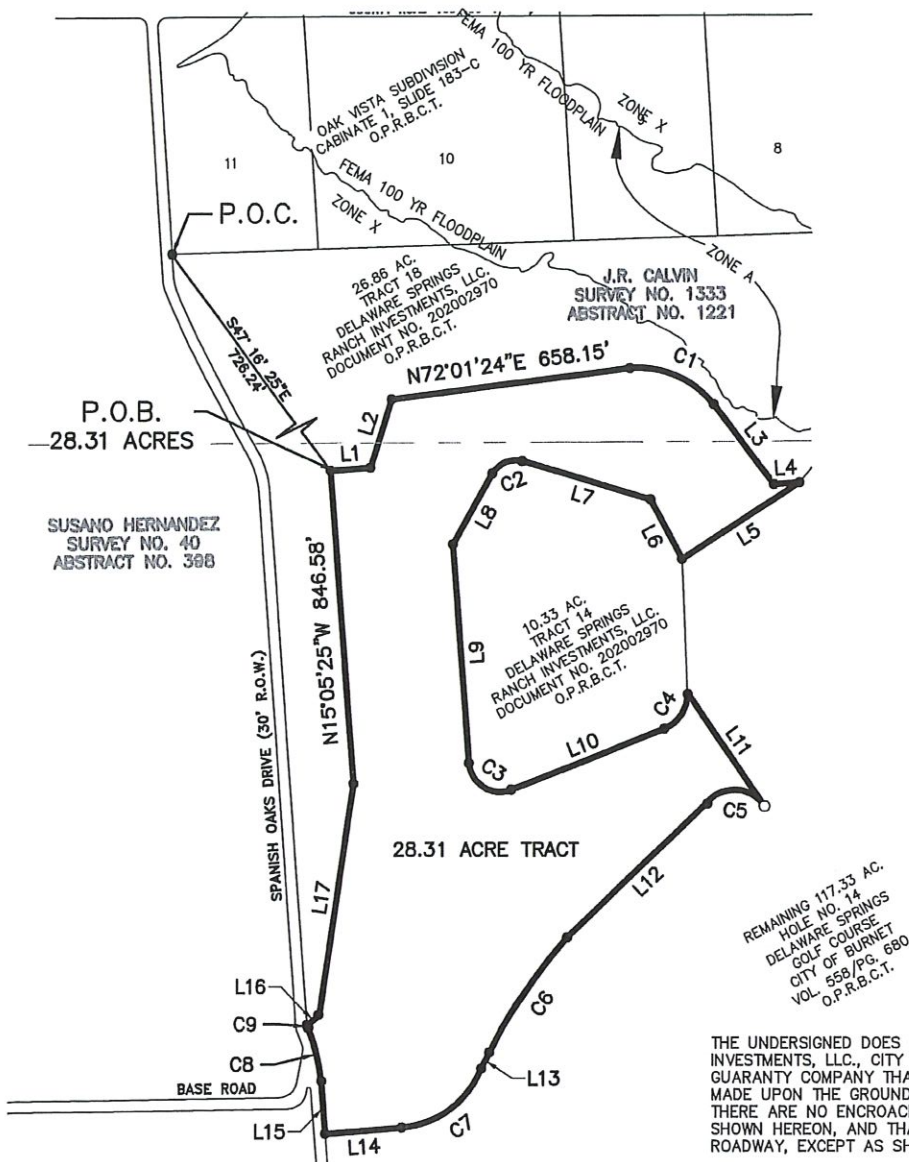
# TITLE SURVEY



0' 500'  
SCALE 1" = 500'

## LEGEND

- DENOTES BENCHMARK
- DENOTES 1/2" ST. SK. SET
- DENOTES 1/2" ST. SK. FND.
- D.E. DRAINAGE EASEMENT
- A.E. ACCESS EASEMENT
- PROPERTY LINE
- R.O.W. LINE
- EXISTING EASEMENT
- EXISTING EASEMENT
- WW WASTEWATER
- MH MANHOLE
- B.S.L. BUILDING SETBACK LINE
- C.C.R. COVENANTS, CONDITIONS AND RESTRICTIONS
- A** BLOCK NAME
- O.P.R.B.C.T. OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS.
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- BEARING BASIS: TEXAS LAMBERT GRID, CENTRAL ZONE, NAD 83



### 28.31 ACRE TRACT LEGAL DESCRIPTION:

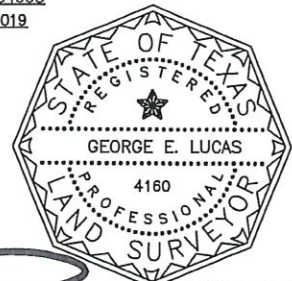
BEING A 28.31 ACRE TRACT OF LAND OUT OF THE SUSANO HERNANDEZ SURVEY NO. 40, ABSTRACT 396 AND THE J.R. CALVIN SURVEY NO. 1333, ABSTRACT NO. 1221, SITUATED IN BURNET COUNTY, TEXAS, CONVEYED BY GENERAL WARRANTY DEED TO THE CITY OF BURNET RECORDED IN VOLUME 558, PAGE 680 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS.

THE UNDERSIGNED DOES HEREBY CERTIFY TO DELAWARE SPRINGS RANCH INVESTMENTS, LLC., CITY OF BURNET, AND FIRST AMERICAN TITLE GUARANTY COMPANY THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UPON THE GROUND OF THE PROPERTY SHOWN HEREON, AND THAT THERE ARE NO ENCROACHMENTS OF VISIBLE IMPROVEMENTS, EXCEPT AS SHOWN HEREON, AND THAT THIS PROPERTY HAS ACCESS TO A PUBLIC ROADWAY, EXCEPT AS SHOWN HEREON.

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION III SURVEY.

**FLOOD INFORMATION:** I HEREBY CERTIFY THAT THIS PROPERTY DESCRIBED HEREIN IS WITHIN A MINIMAL FLOOD HAZARD AREA, ZONE X, AS IDENTIFIED BY THE FEDERAL INSURANCE ADMINISTRATION DEPARTMENT OF H.U.D..

COMMUNITY PANEL NUMBER: 48053C0460G  
FLOOD MAP DATED: NOVEMBER 1, 2019  
GF NUMBER: 08-20-12618



DATE: 9-9-21

GEORGE E. LUCAS,  
REGISTERED PROFESSIONAL LAND SURVEYOR No. 4160  
CELCO SURVEYING, FIRM REGISTRATION NO. 10193975  
2205 STONECREST PATH  
NEW BRAUNFELS, TEXAS 78130  
OFFICE (512) 635-4857



FIELD NOTE DESCRIPTION FOR A 28.31 ACRE TRACT OF LAND, SITUATED IN BURNET COUNTY, TEXAS:

BEING A 28.31 ACRE TRACT OF LAND OUT OF THE SUSANO HERNANDEZ SURVEY NO. 40, ABSTRACT AND THE J.R. CALVIN SURVEY NO. 1333, ABSTRACT NO. 1221, SITUATED IN BURNET COUNTY, TEXAS, CONVEYED BY GENERAL WARRANTY DEED TO THE CITY OF BURNET, RECORDED IN VOLUME 558, PAGE 680 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2" iron rod found, lying in the east right-of-way of Spanish Oaks Drive, a public road, marking the west corner of Lot 11 of the Oak Vista Subdivision, recorded in Cabinet No. 1, Slide 183-C of the Official Public Records of Burnet County, Texas, common with the north corner of a 26.86 acre tract, known as Tract 18, conveyed by General Warranty Deed to Delaware Springs Ranch Investments, LLC., recorded in Document No. 2020002970 of the Official Public Records of Burnet County, Texas;

THENCE, South  $47^{\circ}16'25''$  East, through and across said 26.86 acre tract, a distance of 726.24 feet, to a 1/2 inch iron rod found, marking a south corner of said 26.86 acre tract, marking the POINT OF BEGINNING and the west corner of the herein described tract;

THENCE, along the north line of this tract, common with the south line of said 26.86 acre tract, the following six (6) courses:

- 1) North  $74^{\circ}56'16''$  East, a distance of 109.76 feet, to a 1/2" iron rod found, marking an angle corner of this tract;
- 2) North  $06^{\circ}54'51''$  East, a distance of 193.08 feet, to a 1/2" iron rod found, marking the north corner of this tract;
- 3) North  $72^{\circ}01'24''$  East, a distance of 658.15 feet, to a 1/2" iron rod found, at the point-of-curvature of a curve to the right, marking an angle corner of this tract;
- 4) Along said curve to the right, an arc length of 259.57 feet, said curve having a radius of 275.00 feet, a chord which bears South  $77^{\circ}46'51''$  East, for a distance of 250.04 feet, to a 1/2" iron rod found, at the point-of-tangency of said curve, for an angle corner of this tract;
- 5) South  $48^{\circ}12'36''$  East, a distance of 270.94 feet, to a 1/2" iron rod found, marking an angle corner of this tract, and;
- 6) North  $75^{\circ}47'28''$  East, a distance of 70.85 feet, to a 1/2" iron rod found, marking the north corner of the remaining 117.33 acre tract, conveyed by General Warranty Deed to the City of Burnet, recorded in Volume 558, Page 680 of the Official Public Records of Burnet County, Texas, for the east corner of this tract;

THENCE, South  $46^{\circ}48'43''$  West, along the northwest line of said remaining 117.33 acres, common with a south line of this tract, a distance of 383.70 feet, to a 1/2" iron rod found, lying in the east line of a 10.33 acre tract, known as Tract 14, conveyed by Warranty Deed with Vendor's Lien to Delaware Springs Investments, LLC., recorded in Document 202002970 of the Official Public Records of Burnet County, Texas, marking the east corner of the said 10.33 acre tract, for an angle corner of this tract;

THENCE, following the north line of said 10.33 acre tract, common with a south line of this tract, the following four (4) courses:

- 1) North  $39^{\circ}01'13''$  West, a distance of 182.09 feet, to a 1/2" iron rod found, marking an angle corner of this tract;
- 2) North  $84^{\circ}17'54''$  West, a distance of 367.64 feet, to a 1/2" iron rod found, at the point-of-curvature of a curve to the left, marking an angle corner of this tract, marking an angle corner of this tract;
- 3) Along said curve to the left, an arc length of 92.85 feet, said curve having a radius of 75.00 feet, a chord which bears South  $56^{\circ}32'29''$  West, for a distance of 87.03 feet, to a 1/2" iron rod found, at the point-of-tangency of said curve, for an angle corner of this tract, and;
- 4) South  $18^{\circ}44'29''$  West, a distance of 218.93 feet, to a 1/2" iron rod found, marking a west corner of said 10.33 acre tract, for an angle corner of this tract;

THENCE, South  $15^{\circ}06'08''$  East, along the east line of this tract, common with the west line of said 10.33 acre tract, a distance of 590.10 feet, to a 1/2" iron rod found, at the point-of-curvature of a curve to the left, for an angle corner of this tract;

THENCE, along said curve to the left, an arc length of 160.13 feet, said curve having a radius of 85.04 feet, a chord which bears South  $68^{\circ}14'31''$  East, for a distance of 137.50 feet, to a 1/2" iron rod found, at the point-of-tangency of said curve, marking a southwest corner of said 10.33 acre tract, for an angle corner of this tract;

THENCE, North  $57^{\circ}49'04''$  East, a distance 448.86 feet, to a 1/2" iron rod found, marking an angle corner of said 10.33 acre tract, at the point-of-curvature of a curve to the left, for an angle corner of this tract;

THENCE, along said curve to the left, an arc length of 123.48 feet, said curve having a radius of 100.00 feet, a chord which bears North  $22^{\circ}19'22''$  East, for a distance of 115.78 feet, to a 1/2" iron rod found, at the point-of-tangency of said curve, marking a northwest corner of said remaining 117.33 acre tract, for an east corner of this tract;

THENCE, South  $45^{\circ}37'16''$  East, leaving the south line of said 10.33 acre tract, through and across said 117.33 acre tract, a distance 369.98 feet, to a 1/2" iron rod set, marking a northwest corner of said remaining 117.33 acre tract, at the point-of-curvature of a curve to the left, for the southeast corner of this tract;

THENCE, following the north line of said remaining 117.33 acre tract, common with the south line of this tract, the following six (6) courses:

- 1) Along said curve to the left, an arc length of 178.49 feet, said curve having a radius of 100.00 feet, a chord which bears South  $82^{\circ}24'09''$  West, for a distance of 155.72 feet, to a 1/2" iron rod found, at the point-of-tangency of said curve, for an angle corner of this tract;
- 2) South  $36^{\circ}01'59''$  West, a distance of 528.54 feet, to a 1/2" iron rod found, at the point-of-curvature of a curve to the left, marking an angle corner of this tract;
- 3) Along said curve to the left, an arc length of 377.65 feet, said curve having a radius of 1,479.30 feet, a chord which bears South  $23^{\circ}16'07''$  West, for a distance of 376.63 feet, to a 1/2" iron rod found, at the point-of-tangency of said curve, for an angle corner of this tract;
- 4) South  $15^{\circ}57'18''$  West, a distance of 48.55 feet, to a 1/2" iron rod found, at the point-of-curvature of a curve to the right, marking an angle corner of this tract,



- 5) Along said curve to the right, an arc length of 282.89 feet, said curve having a radius of 256.17 feet, a chord which bears South 43°18'03" West, for a distance of 268.73 feet, to a 1/2" iron rod found, at the point-of-tangency of said curve, for an angle corner of this tract, and;
- 6) South 74°56'12" West, a distance of 212.27 feet, to a 1/2" iron rod found, lying in the east right-of-way line of said Spanish Oaks Drive, marking a northwest corner of said remaining 117.33 acre tract, for the southwest corner of this tract;

THENCE, North 15°07'01" West, along the east right-of-way line of said Spanish Oaks Drive, common with the west line of this tract, a distance of 141.44 feet, to a 1/2" iron rod found, at the point-of-curvature of a curve to the left, for an angle corner of this tract;

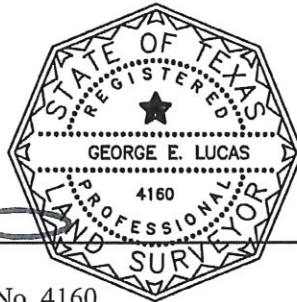
THENCE, along said curve to the left, an arc length of 148.55 feet, said curve having a radius of 503.17 feet, a chord which bears North 24°34'56" West, for a distance of 148.01 feet, to a 1/2" iron rod found, at the point-of-tangency of said curve, at the point-of-curvature of a curve to the left, for the northwest corner of this tract;

THENCE, along said curve to the left, an arc length of 8.26 feet, said curve having a radius of 469.69 feet, a chord which bears North 33°32'37" West, for a distance of 8.26 feet, to a 1/2" iron rod found, at the point-of-tangency of said curve, for an angle corner of this tract;

THENCE, leaving the south right-of-way line of said Spanish Oaks Drive, North 40°20'29" East, along the east line of said 26.86 acre tract, common with the west line of this tract, a distance of 42.50 feet, to a 1/2" iron rod found, for an angle corner of this tract;

THENCE, North 02°12'45" West, along the east line of said 26.86 acre tract, common with the west line of this tract, a distance of 630.04 feet, to a 1/2" iron rod found, for an angle corner of this tract;

THENCE, North 15°05'25" West, along the south line of said 26.86 acre tract, common with the west line of this tract, a distance of 846.58 feet, to the POINT OF BEGINNING, containing 28.31 acres of land, more or less.



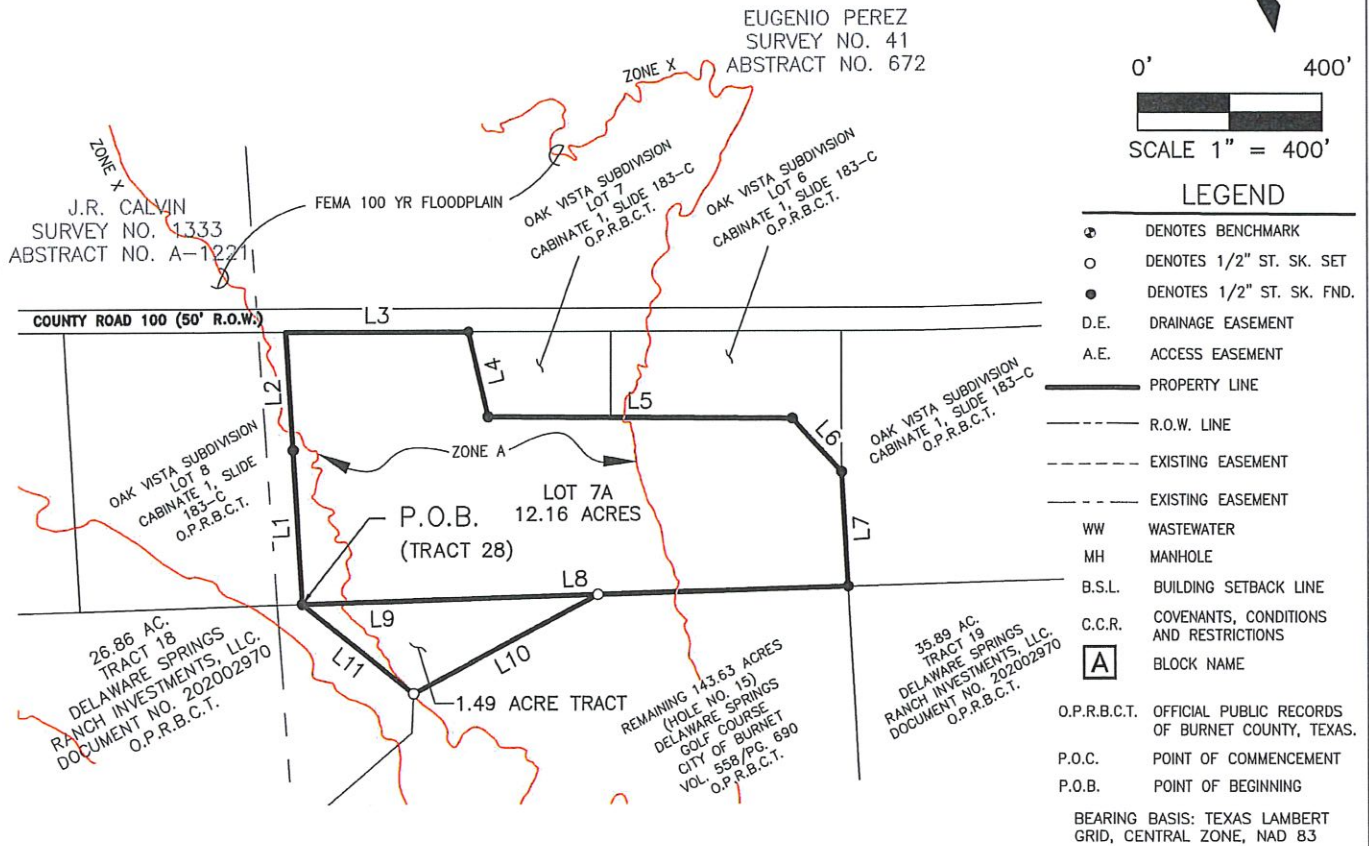
George E. Lucas  
Registered Professional Land Surveyor No. 4160  
Celco Surveying, Firm Registration No. 10193975  
2205 Stonecrest Path  
New Braunfels, Texas 78130  
Date: September 9, 2021

**EXHIBIT "B"**

**Title Survey of 1.43-acre tract and 12.16-acre Lot.**

# Exhibit B

## SKETCH TO ACCOMPANY FIELD NOTES



### LOT 7A LEGAL DESCRIPTION:

BEING A 12.16 ACRE LOT, KNOWN AS LOT 7A, OF THE AMENDED PLAT OF LOTS 6 AND 7 OF THE OAK VISTA SUBDIVISION, RECORDED IN DOCUMENT NO. 201502183 OF THE OFFICIAL RECORDS OF BURNET COUNTY, TEXAS, CONVEYED BY GENERAL WARRANTY DEED TO THE CITY OF BURNET, AS RECORDED IN VOLUME 1032, PAGE 988 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS.

### 1.49 ACRE TRACT LEGAL DESCRIPTION:

BEING A 1.49 ACRE TRACT OF LAND, OUT OF THE EUGENIO PEREZ SURVEY, ABSTRACT NO. 41, NO. 672, SITUATED IN BURNET COUNTY, TEXAS, CONVEYED BY GENERAL WARRANTY DEED TO CITY OF BURNET AS RECORDED IN VOLUME 558, PAGE 680 OF THE OFFICIAL RECORDS OF BURNET COUNTY, TEXAS.

THE UNDERSIGNED DOES HEREBY CERTIFY TO DELAWARE SPRINGS RANCH INVESTMENTS, LLC., CITY OF BURNET, AND FIRST AMERICAN TITLE GUARANTY COMPANY THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UPON THE GROUND OF THE PROPERTY SHOWN HEREON, AND THAT THERE ARE NO ENCROACHMENTS OF VISIBLE IMPROVEMENTS, EXCEPT AS SHOWN HEREON, AND THAT THIS PROPERTY HAS ACCESS TO A PUBLIC ROADWAY, EXCEPT AS SHOWN HEREON.

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION III SURVEY.

**FLOOD INFORMATION:** I HEREBY CERTIFY THAT THIS PROPERTY DESCRIBED HEREIN IS WITHIN A 100 YEAR FLOOD HAZARD AREA, ZONE A, AS IDENTIFIED BY THE FEDERAL INSURANCE ADMINISTRATION DEPARTMENT OF H.U.D..

COMMUNITY PANEL NUMBER: 48053C0460G

FLOOD MAP DATED: NOVEMBER 1, 2019

GF NUMBER: 08-20-12818

BOUNDARY LINE TABLE		
LINE #	LENGTH	BEARING
L1	332.49'	N14°06'06"W
L2	254.16'	N14°06'06"W
L3	399.59'	N79°19'56"E
L4	188.14'	S24°00'44"E
L5	667.58'	N79°45'52"E
L6	157.35'	S53°41'52"E
L7	246.88'	S14°04'31"E
L8	1198.03'	S77°36'30"W
L9	647.57'	N77°36'30"E
L10	455.38'	S51°27'10"W
L11	311.98'	N62°20'38"W

GEORGE E. LUCAS,  
REGISTERED PROFESSIONAL LAND SURVEYOR No. 4160  
CELCO SURVEYING, FIRM REGISTRATION NO. 10193975  
2205 STONECREST PATH  
NEW BRAUNFELS, TEXAS 78130  
OFFICE (512) 635-4857



DATE: 7-19-21



**1.49 ACRE TRACT - FIELD NOTE DESCRIPTION:**

BEING A 1.49 ACRE TRACT OF LAND OUT OF THE EUGENIO PEREZ SURVEY NO. 4, ABSTRACT NO. 672, SITUATED IN BURNET COUNTY, TEXAS, CONVEYED BY GENERAL WARRANTY DEED TO THE CITY OF BURNET, RECORDED IN VOLUME 558, PAGE 680 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND, LYING IN THE NORTH LINE OF 26.86 ACRE TRACT, KNOWN AS TRACT 18, CONVEYED BY GENERAL WARRANTY DEED TO DELAWARE SPRINGS RANCH INVESTMENTS, LLC., RECORDED IN DOCUMENT NO. 2020002970 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, MARKING THE SOUTH CORNER OF LOT 8 OF THE OAK VISTA SUBDIVISION, RECORDED IN CABINET 8, SLIDE 183-C OF THE OFFICIAL RECORDS OF BURNET COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE, NORTH 77°36'30" EAST, A DISTANCE OF 647.57 FEET, TO A 1/2 INCH IRON ROD SET, LYING IN THE NORTH LINE OF A 145.12 ACRE TRACT OF LAND, KNOWN AS DELAWARE SPRINGS GOLF COURSE, CONVEYED TO THE CITY OF BURNET, RECORDED IN VOLUME 558, PAGE 690 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, SOUTH 51°27'10" WEST, THROUGH AND ACROSS SAID 145.12 ACRE TRACT, A DISTANCE OF 455.38 FEET TO A 1/2" IRON ROD FOUND, MARKING THE EAST CORNER OF SAID 26.86 ACRE TRACT, FOR THE SOUTH CORNER OF THIS TRACT

THENCE, NORTH 62°20'38" WEST, ALONG AN EAST LINE OF SAID 26.86 ACRE TRACT, A DISTANCE OF 311.98 FEET, COMMON WITH THE WEST LINE OF THIS TRACT, TO THE POINT OF BEGINNING, CONTAINING 1.49 ACRES OF LAND, MORE OR LESS.

**EXHIBIT "F"**  
**Form of Special Warranty Deed**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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.

**SPECIAL WARRANTY DEED**

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

**Effective Date:** \_\_\_\_\_

**Grantor:** City of Burnet. Texas

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

**Grantee:** Delaware Springs Ranch Investments, LLC

**Grantee's Mailing Address:** % Jordan Shipley, 24 Smith Rd Ste 504  
Midland, Texas 79705-4475

**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 41.96 acres located in Burnet County, Texas, consisting of two tracts and a platted lot as follows:

- (a) A 28.31-acre tract of land located in Burnet County, Texas and being more particularly described in the title survey and legal description attached hereto as **Exhibit "A"**; and
- (b) A 12.16-acre lot known as Lot 7A of the amended plat of lots 6 and 7 of the Oak Vista Subdivision; and a 1.49-acre tract of land, both the lot and tract being more particularly described in the legal description and field notes, attached hereto as **Exhibit "B"**.

**Exceptions to Conveyance:** All marked and identified easements on the map of the Property, all easements identified in the title commitment attached hereto as **Exhibit "C"**, 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:** Grantor reserves from this conveyance the following:



- (a) Public Utility Easement. As shown on the attached **Exhibit "D"** (0.14-acre), and the attached and **Exhibit "E"** (0.28-acre) Grantor retains easements for the above, on and below ground, placement, use, maintenance, repair, replacement, and expansion of public utilities, including, but not limited to water, wastewater, drainage, electrical facilities, gas, and copper and fiber telecommunication.
- (b) Greenbelt Easement. As shown on the attached and **Exhibit "F"** (0.25-acre) and **Exhibit "G"** (0.21-acre Easement 1 and 0.18-acre Easement 2), Grantor retains a 25-foot-wide perpetual easement running along that area of the Property abutting Delaware Spring Municipal Golf Course. The Easement Purpose is the establishment, conservation, and protection of open space. The Easement shall be used solely for the Easement Purpose and Grantee shall have the right to use all or part of the Easement Property in conjunction with Grantor so long as such use by Grantee does not interfere with the use of the Easement Property for the Easement Purpose. The Easement Property shall be kept open and free of obstructions including, but not limited to buildings, fences, structures, or other obstacles. The maintenance of the Easement Property shall be the responsibility of Grantee. A plat note shall be added to the subdivision plat or plats of the Property that reads as follows:

**"Greenbelt Easement: By reservation in a special warranty deed recorded as Document No. INSERT DOCUMENT NUMBER in the Burnet County Public Records, 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. 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 written approval before making any improvements or land disturbances within the easement area."**

**Covenants and Conditions Restricting the Use of the Property:** The following provisions shall be deemed as covenants running with the land, and conditions of grant, inuring to the benefit of Grantor:

- (a) The Property shall not be developed or used for any purpose other than single family, duplex, triplex, quadplex and multi-family residential uses, as may be permitted by the Property's zoning classification, and those uses reasonably necessary to support such residential uses, including an on-site storm-water retention pond and parks and recreational amenities as may be reflected on the plat(s) of the Subdivision of the Property.
- (b) Grantee shall take reasonable steps to protect and maintain the easement protecting the Delaware Spring Municipal Golf reserved to Grantor.
- (c) Grantor may enforce these covenants by any manner authorized by law or equity.
- (d) As provided in Texas Property Code Section 5.006, upon prevailing on an action to enforce these covenants, Grantor shall be awarded its attorney fees, in addition to Grantor's costs and claim.



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 AND REAL ESTATE SALES CONTRACT BETWEEN THE PARTIES. GRANTEE IS NOT RELYING ON ANY REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES OTHER THAN THOSE EXPRESSLY CONTAINED IN THIS SPECIAL WARRANTY DEED OR THE REAL ESTATE SALES CONTRACT BETWEEN THE PARTIES. 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 AND REAL ESTATE SALES CONTRACT. 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.**

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

This conveyance is being made subject to ad valorem taxes from the Effective Date and subsequent years, which are assumed by Grantee.

Remainder of page intentionally blank and signature page to follow.

To be effective the date first set out above.

**GRANTOR:**

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

**ACCEPTED BY GRANTEE:**

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

Exhibits A, B C, D, E, and F attached.

**EXHIBIT "A"**  
**28.31-acre tract**

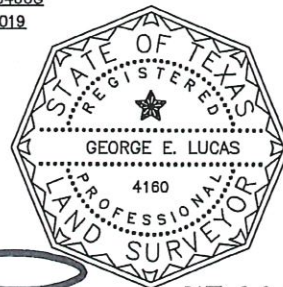




- BEARING BASIS: TEXAS LAMBERT  
GRID, CENTRAL ZONE, NAD 83

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION III SURVEY.

COMMUNITY PANEL NUMBER: 48053C0460G  
FLOOD MAP DATED: NOVEMBER 1, 2019  
GF NUMBER: 08-20-12818



DATE: 9-9-21

GEORGE E. LUCAS,  
REGISTERED PROFESSIONAL LAND SURVEYOR No. 4160  
CELCO SURVEYING, FIRM REGISTRATION NO. 10193975  
2205 STONECREST PATH  
NEW BRAUNFELS, TEXAS 78130  
OFFICE (512) 635-4857

FIELD NOTE DESCRIPTION FOR A 28.31 ACRE TRACT OF LAND, SITUATED IN BURNET COUNTY, TEXAS:

BEING A 28.31 ACRE TRACT OF LAND OUT OF THE SUSANO HERNANDEZ SURVEY NO. 40, ABSTRACT AND THE J.R. CALVIN SURVEY NO. 1333, ABSTRACT NO. 1221, SITUATED IN BURNET COUNTY, TEXAS, CONVEYED BY GENERAL WARRANTY DEED TO THE CITY OF BURNET, RECORDED IN VOLUME 558, PAGE 680 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2" iron rod found, lying in the east right-of-way of Spanish Oaks Drive, a public road, marking the west corner of Lot 11 of the Oak Vista Subdivision, recorded in Cabinet No. 1, Slide 183-C of the Official Public Records of Burnet County, Texas, common with the north corner of a 26.86 acre tract, known as Tract 18, conveyed by General Warranty Deed to Delaware Springs Ranch Investments, LLC., recorded in Document No. 2020002970 of the Official Public Records of Burnet County, Texas;

THENCE, South 47°16'25" East, through and across said 26.86 acre tract, a distance of 726.24 feet, to a 1/2 inch iron rod found, marking a south corner of said 26.86 acre tract, marking the POINT OF BEGINNING and the west corner of the herein described tract;

THENCE, along the north line of this tract, common with the south line of said 26.86 acre tract, the following six (6) courses:

- 1) North 74°56'16" East, a distance of 109.76 feet, to a 1/2" iron rod found, marking an angle corner of this tract;
- 2) North 06°54'51" East, a distance of 193.08 feet, to a 1/2" iron rod found, marking the north corner of this tract;
- 3) North 72°01'24" East, a distance of 658.15 feet, to a 1/2" iron rod found, at the point-of-curvature of a curve to the right, marking an angle corner of this tract;
- 4) Along said curve to the right, an arc length of 259.57 feet, said curve having a radius of 275.00 feet, a chord which bears South 77°46'51" East, for a distance of 250.04 feet, to a 1/2" iron rod found, at the point-of-tangency of said curve, for an angle corner of this tract;
- 5) South 48°12'36" East, a distance of 270.94 feet, to a 1/2" iron rod found, marking an angle corner of this tract, and;
- 6) North 75°47'28" East, a distance of 70.85 feet, to a 1/2" iron rod found, marking the north corner of the remaining 117.33 acre tract, conveyed by General Warranty Deed to the City of Burnet, recorded in Volume 558, Page 680 of the Official Public Records of Burnet County, Texas, for the east corner of this tract;

THENCE, South 46°48'43" West, along the northwest line of said remaining 117.33 acres, common with a south line of this tract, a distance of 383.70 feet, to a 1/2" iron rod found, lying in the east line of a 10.33 acre tract, known as Tract 14, conveyed by Warranty Deed with Vendor's Lien to Delaware Springs Investments, LLC., recorded in Document 202002970 of the Official Public Records of Burnet County, Texas, marking the east corner of the said 10.33 acre tract, for an angle corner of this tract;

THENCE, following the north line of said 10.33 acre tract, common with a south line of this tract, the following four (4) courses:



- 1) North  $39^{\circ}01'13''$  West, a distance of 182.09 feet, to a 1/2" iron rod found, marking an angle corner of this tract;
- 2) North  $84^{\circ}17'54''$  West, a distance of 367.64 feet, to a 1/2" iron rod found, at the point-of-curvature of a curve to the left, marking an angle corner of this tract, marking an angle corner of this tract;
- 3) Along said curve to the left, an arc length of 92.85 feet, said curve having a radius of 75.00 feet, a chord which bears South  $56^{\circ}32'29''$  West, for a distance of 87.03 feet, to a 1/2" iron rod found, at the point-of-tangency of said curve, for an angle corner of this tract, and;
- 4) South  $18^{\circ}44'29''$  West, a distance of 218.93 feet, to a 1/2" iron rod found, marking a west corner of said 10.33 acre tract, for an angle corner of this tract;

THENCE, South  $15^{\circ}06'08''$  East, along the east line of this tract, common with the west line of said 10.33 acre tract, a distance of 590.10 feet, to a 1/2" iron rod found, at the point-of-curvature of a curve to the left, for an angle corner of this tract;

THENCE, along said curve to the left, an arc length of 160.13 feet, said curve having a radius of 85.04 feet, a chord which bears South  $68^{\circ}14'31''$  East, for a distance of 137.50 feet, to a 1/2" iron rod found, at the point-of-tangency of said curve, marking a southwest corner of said 10.33 acre tract, for an angle corner of this tract;

THENCE, North  $57^{\circ}49'04''$  East, a distance 448.86 feet, to a 1/2" iron rod found, marking an angle corner of said 10.33 acre tract, at the point-of-curvature of a curve to the left, for an angle corner of this tract;

THENCE, along said curve to the left, an arc length of 123.48 feet, said curve having a radius of 100.00 feet, a chord which bears North  $22^{\circ}19'22''$  East, for a distance of 115.78 feet, to a 1/2" iron rod found, at the point-of-tangency of said curve, marking a northwest corner of said remaining 117.33 acre tract, for an east corner of this tract;

THENCE, South  $45^{\circ}37'16''$  East, leaving the south line of said 10.33 acre tract, through and across said 117.33 acre tract, a distance 369.98 feet, to a 1/2" iron rod set, marking a northwest corner of said remaining 117.33 acre tract, at the point-of-curvature of a curve to the left, for the southeast corner of this tract;

THENCE, following the north line of said remaining 117.33 acre tract, common with the south line of this tract, the following six (6) courses:

- 1) Along said curve to the left, an arc length of 178.49 feet, said curve having a radius of 100.00 feet, a chord which bears South  $82^{\circ}24'09''$  West, for a distance of 155.72 feet, to a 1/2" iron rod found, at the point-of-tangency of said curve, for an angle corner of this tract;
- 2) South  $36^{\circ}01'59''$  West, a distance of 528.54 feet, to a 1/2" iron rod found, at the point-of-curvature of a curve to the left, marking an angle corner of this tract;
- 3) Along said curve to the left, an arc length of 377.65 feet, said curve having a radius of 1,479.30 feet, a chord which bears South  $23^{\circ}16'07''$  West, for a distance of 376.63 feet, to a 1/2" iron rod found, at the point-of-tangency of said curve, for an angle corner of this tract;
- 4) South  $15^{\circ}57'18''$  West, a distance of 48.55 feet, to a 1/2" iron rod found, at the point-of-curvature of a curve to the right, marking an angle corner of this tract,

- 5) Along said curve to the right, an arc length of 282.89 feet, said curve having a radius of 256.17 feet, a chord which bears South 43°18'03" West, for a distance of 268.73 feet, to a 1/2" iron rod found, at the point-of-tangency of said curve, for an angle corner of this tract, and;
- 6) South 74°56'12" West, a distance of 212.27 feet, to a 1/2" iron rod found, lying in the east right-of-way line of said Spanish Oaks Drive, marking a northwest corner of said remaining 117.33 acre tract, for the southwest corner of this tract;

THENCE, North 15°07'01" West, along the east right-of-way line of said Spanish Oaks Drive, common with the west line of this tract, a distance of 141.44 feet, to a 1/2" iron rod found, at the point-of-curvature of a curve to the left, for an angle corner of this tract;

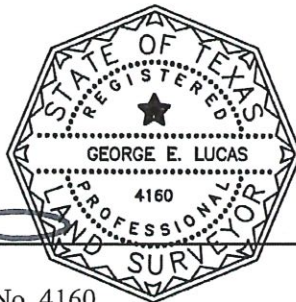
THENCE, along said curve to the left, an arc length of 148.55 feet, said curve having a radius of 503.17 feet, a chord which bears North 24°34'56" West, for a distance of 148.01 feet, to a 1/2" iron rod found, at the point-of-tangency of said curve, at the point-of-curvature of a curve to the left, for the northwest corner of this tract;

THENCE, along said curve to the left, an arc length of 8.26 feet, said curve having a radius of 469.69 feet, a chord which bears North 33°32'37" West, for a distance of 8.26 feet, to a 1/2" iron rod found, at the point-of-tangency of said curve, for an angle corner of this tract;

THENCE, leaving the south right-of-way line of said Spanish Oaks Drive, North 40°20'29" East, along the east line of said 26.86 acre tract, common with the west line of this tract, a distance of 42.50 feet, to a 1/2" iron rod found, for an angle corner of this tract;

THENCE, North 02°12'45" West, along the east line of said 26.86 acre tract, common with the west line of this tract, a distance of 630.04 feet, to a 1/2" iron rod found, for an angle corner of this tract;

THENCE, North 15°05'25" West, along the south line of said 26.86 acre tract, common with the west line of this tract, a distance of 846.58 feet, to the POINT OF BEGINNING, containing 28.31 acres of land, more or less.



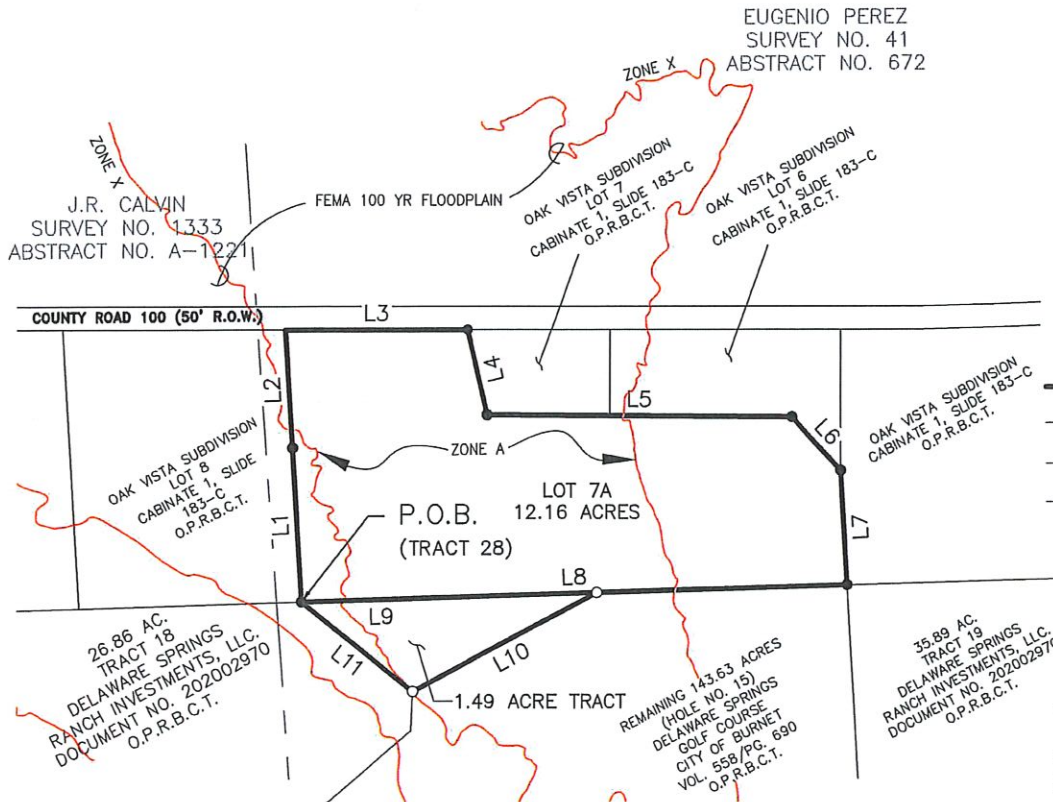
George E. Lucas  
Registered Professional Land Surveyor No. 4160  
Celco Surveying, Firm Registration No. 10193975  
2205 Stonecrest Path  
New Braunfels, Texas 78130  
Date: September 9, 2021



**EXHIBIT "B"**  
**12.16-acre lot and 1.49-acre tract**

# Exhibit B

## SKETCH TO ACCOMPANY FIELD NOTES



0' 400'  
SCALE 1" = 400'

### LEGEND

- DENOTES BENCHMARK
- DENOTES 1/2" ST. SK. SET
- DENOTES 1/2" ST. SK. FND.
- D.E. DRAINAGE EASEMENT
- A.E. ACCESS EASEMENT
- PROPERTY LINE
- R.O.W. LINE
- EXISTING EASEMENT
- EXISTING EASEMENT
- WW WASTEWATER
- MH MANHOLE
- B.S.L. BUILDING SETBACK LINE
- C.C.R. COVENANTS, CONDITIONS AND RESTRICTIONS
- A** BLOCK NAME
- O.P.R.B.C.T. OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS.
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- BEARING BASIS: TEXAS LAMBERT GRID, CENTRAL ZONE, NAD 83

### LOT 7A LEGAL DESCRIPTION:

BEING A 12.16 ACRE LOT, KNOWN AS LOT 7A, OF THE AMENDED PLAT OF LOTS 6 AND 7 OF THE OAK VISTA SUBDIVISION, RECORDED IN DOCUMENT NO. 201502183 OF THE OFFICIAL RECORDS OF BURNET COUNTY, TEXAS, CONVEYED BY GENERAL WARRANTY DEED TO THE CITY OF BURNET, AS RECORDED IN VOLUME 1032, PAGE 988 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS.

### 1.49 ACRE TRACT LEGAL DESCRIPTION:

BEING A 1.49 ACRE TRACT OF LAND, OUT OF THE EUGENIO PEREZ SURVEY, ABSTRACT NO. 41, NO. 672, SITUATED IN BURNET COUNTY, TEXAS, CONVEYED BY GENERAL WARRANTY DEED TO CITY OF BURNET AS RECORDED IN VOLUME 558, PAGE 680 OF THE OFFICIAL RECORDS OF BURNET COUNTY, TEXAS.

THE UNDERSIGNED DOES HEREBY CERTIFY TO DELAWARE SPRINGS RANCH INVESTMENTS, LLC., CITY OF BURNET, AND FIRST AMERICAN TITLE GUARANTY COMPANY THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UPON THE GROUND OF THE PROPERTY SHOWN HEREON, AND THAT THERE ARE NO ENCROACHMENTS OF VISIBLE IMPROVEMENTS, EXCEPT AS SHOWN HEREON, AND THAT THIS PROPERTY HAS ACCESS TO A PUBLIC ROADWAY, EXCEPT AS SHOWN HEREON.

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION III SURVEY.

**FLOOD INFORMATION:** I HEREBY CERTIFY THAT THIS PROPERTY DESCRIBED HEREIN IS WITHIN A 100 YEAR FLOOD HAZARD AREA, ZONE A, AS IDENTIFIED BY THE FEDERAL INSURANCE ADMINISTRATION DEPARTMENT OF H.U.D.

COMMUNITY PANEL NUMBER: 48053C0460G

FLOOD MAP DATED: NOVEMBER 1, 2019

CF NUMBER: 08-20-12818

BOUNDARY LINE TABLE		
LINE #	LENGTH	BEARING
L1	332.49'	N14°06'06"W
L2	254.16'	N14°06'06"W
L3	399.59'	N79°19'56"E
L4	188.14'	S24°00'44"E
L5	667.58'	N79°45'52"E
L6	157.35'	S53°41'52"E
L7	246.88'	S14°04'31"E
L8	1198.03'	S77°36'30"W
L9	647.57'	N77°36'30"E
L10	455.38'	S51°27'10"W
L11	311.98'	N62°20'38"W

GEORGE E. LUCAS,  
REGISTERED PROFESSIONAL LAND SURVEYOR No. 4160  
CELCO SURVEYING, FIRM REGISTRATION NO. 10193975  
2205 STONECREST PATH  
NEW BRAUNFELS, TEXAS 78130  
OFFICE (512) 635-4857



DATE: 7-19-21

**1.49 ACRE TRACT – FIELD NOTE DESCRIPTION:**

BEING A 1.49 ACRE TRACT OF LAND OUT OF THE EUGENIO PEREZ SURVEY NO. 4, ABSTRACT NO. 672, SITUATED IN BURNET COUNTY, TEXAS, CONVEYED BY GENERAL WARRANTY DEED TO THE CITY OF BURNET, RECORDED IN VOLUME 558, PAGE 680 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND, LYING IN THE NORTH LINE OF 26.86 ACRE TRACT, KNOWN AS TRACT 18, CONVEYED BY GENERAL WARRANTY DEED TO DELAWARE SPRINGS RANCH INVESTMENTS, LLC., RECORDED IN DOCUMENT NO. 2020002970 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, MARKING THE SOUTH CORNER OF LOT 8 OF THE OAK VISTA SUBDIVISION, RECORDED IN CABINET 8, SLIDE 183-C OF THE OFFICIAL RECORDS OF BURNET COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF THIS TRACT;


THENCE, NORTH 77°36'30" EAST, A DISTANCE OF 647.57 FEET, TO A 1/2 INCH IRON ROD SET, LYING IN THE NORTH LINE OF A 145.12 ACRE TRACT OF LAND, KNOWN AS DELAWARE SPRINGS GOLF COURSE, CONVEYED TO THE CITY OF BURNET, RECORDED IN VOLUME 558, PAGE 690 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, SOUTH 51°27'10" WEST, THROUGH AND ACROSS SAID 145.12 ACRE TRACT, A DISTANCE OF 455.38 FEET TO A 1/2" IRON ROD FOUND, MARKING THE EAST CORNER OF SAID 26.86 ACRE TRACT, FOR THE SOUTH CORNER OF THIS TRACT

THENCE, NORTH 62°20'38" WEST, ALONG AN EAST LINE OF SAID 26.86 ACRE TRACT, A DISTANCE OF 311.98 FEET, COMMON WITH THE WEST LINE OF THIS TRACT, TO THE POINT OF BEGINNING, CONTAINING 1.49 ACRES OF LAND, MORE OR LESS.

**EXHIBIT "C"**  
**Title Commitment Schedule B Exceptions**



 <b>First American Title Guaranty Company</b>	<b>Commitment for Title Insurance (T-7)</b>
<b>Schedule B</b>	ISSUED BY <b>First American Title Guaranty Company</b>

GF No.: 08-20-12818

### EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below: (We must either insert specific recording data or delete this exception)
  - a. See item 10 below
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2020, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, *Texas Tax Code*, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2020 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us

(This Schedule B is valid only when Cover, Schedules A, C and D are attached)

before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only). Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters: (We must insert matters or delete this exception.)
  - a. Rights of parties in possession. **(Owner Title Policy only)**
  - b. Any visible and apparent roadways or easements over or across the subject property, the existence of which does not appear of record.
  - c. Easements, or claims of easements, not shown by the public records, but which would be shown on a current survey.
  - d. Any portion of the herein described property that may lie within the boundaries of a street alley or right of way.
  - e. This policy does not insure compliance of the subject property with septic system regulations of any city, county or other governmental authority.
  - f. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

(NOTE: Upon receipt of a survey acceptable to the Company, this exception will be deleted. Company reserves the right to add additional exceptions per its examination of said survey.)
  - g. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
  - h. Subject to that certain Order dated January 28, 2002, adopting Burnet County Subdivision and Development Regulations, and recorded in Volume 1043, Page 85 and amended in Volume 1377, Page 722 and under Document No. 201100417 rerecorded under Document No. 201100547, Official Public Records of Burnet County, Texas.
  - i. Subject to the issuance from the Texas Highway Department or Burnet County of permits for driveway entrances to or from any state or county road.

**AS TO TRACT I, II and III:**

  - j. **Subject to the ordinances, setbacks, easements, conditions and restrictions to the City of Burnet.**
  - k. **Subject to the easement to Texas Public Utilities Company recorded in volume 74, Page 267, Deed Records of Burnet County, Texas.**
  - l. **Subject to the easement to L.C.R.A. recorded in Volume 253, Page 834, Deed Records of Burnet County, Texas.**
  - m. **Subject to the easement to Texas Power & Light Co. recorded in volume 2, Page 579, Misc. Deed Records of Burnet County, Texas.**
  - n. **Subject to the easement to Lone Star Gas Company recorded in Volume 103, Page 482 and amended in**

(This Schedule B is valid only when Cover, Schedules A, C and D are attached)



**Volume 320, page 778, Deed Records of Burnet County, Texas.**

- o. Subject to the easement to The State of Texas recorded in Volume 120, Page 503, Deed Records of Burnet County, Texas.**
- p. Subject to the easements to the City of Burnet recorded in Volume 1184, Page 955, Volume 1192, Page 231, Volume 1364, Page 574, Volume 1364, Page 582, Volume 1364, Page 586, Volume 1364, Page 590, Volume 1449, Page 899 and Document No. 201104907, Official Public Records of Burnet County, Texas.**
- q. Subject to the Agreement recorded under Document No. 201401086, Official Public Records of Burnet County, Texas.**
- r. Access as to Tracts I, II and III herein is obtained through property already owned by the buyer set out on Schedule A herein. This policy is subject to the lack of access to and from a public road to the subject property of record in the Official Public Records of Burnet County, Texas. Any and all issues that arise in regard to the lack of a recorded means of access.**

**AS TO TRACT IV:**

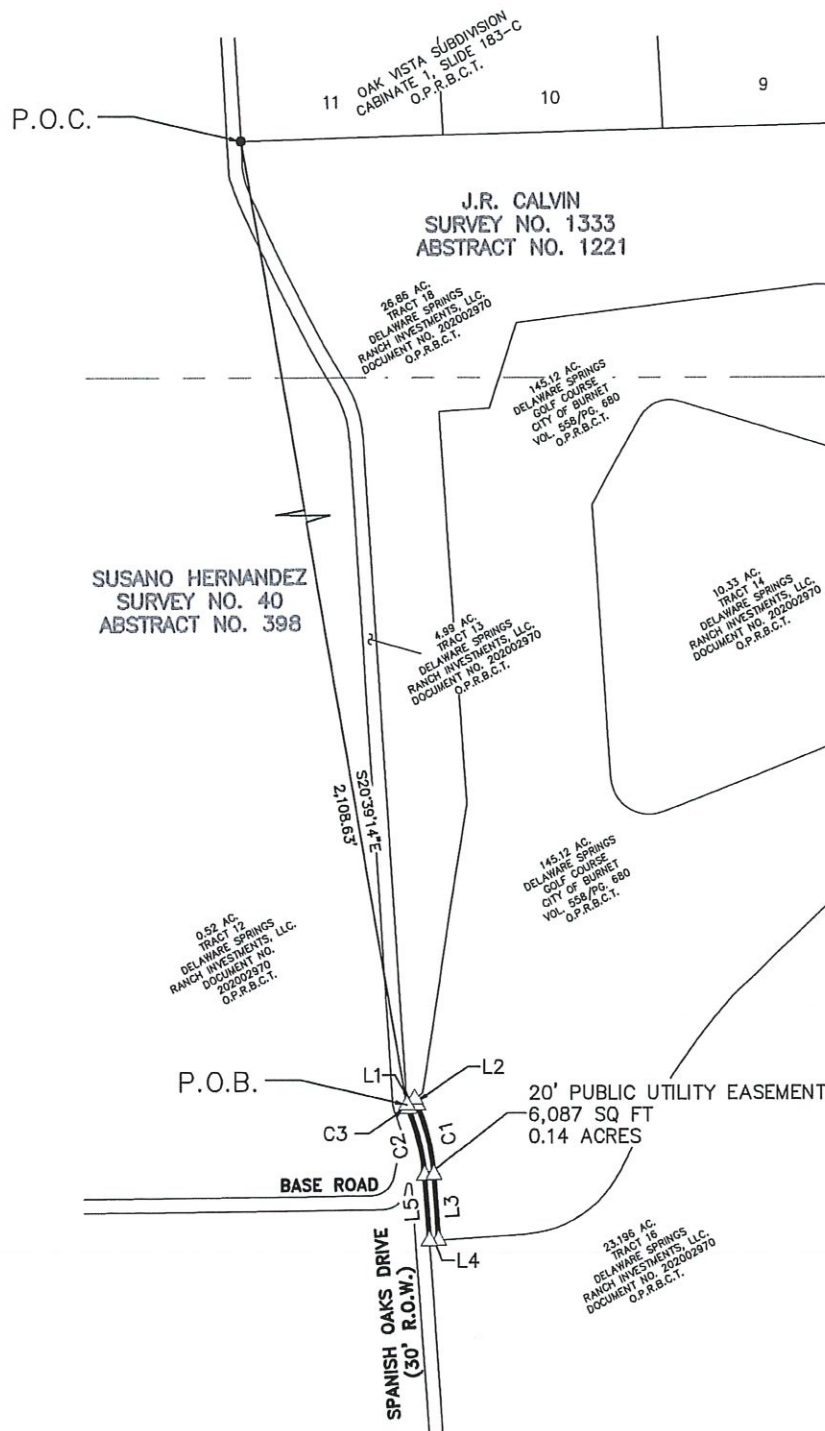
- s. Subject to the Maintenance fees set out in Restrictions recorded in Volume 318, Page 629, Volume 321, Page 989, Deed Records, Volume 571, Page 465 and Volume 666, Page 193, of the Real Property Record, Volume 866, Page 25 and Volume 951, Page 935, Official Public Records of Burnet County, Texas. This policy does not insure any maintenance assessments.**
- t. Subject to all easements, roadways and restrictions as set out on plat of subdivision recorded in Document No. 201502183, of the Official Public Records of Burnet County, Texas.**
- u. Subject to the easement to P.E.C. recorded in Volume 320, Page 434, of the Deed Records of Burnet County, Texas.**
- v. Subject to Certificate of Variance dated December 1, 1983, executed by the City of Burnet to San Luis Company, et al, recorded in Volume 318, Page 614, of the Deed Records of Burnet County, Texas.**
- w. Subject to the restrictions, reservations, easements, conditions, and covenants as set out in instruments recorded Volume 318, Page 629, Volume 321, Page 989, Deed Records, Volume 571, Page 465 and Volume 666, Page 193, of the Real Property Record, Volume 866, Page 25 and Volume 951, Page 935, Official Public Records of Burnet County, Texas.**
- x. Subject to the Declaration of Restrictive Covenants to be recorded prior to or at closing.**

(This Schedule B is valid only when Cover, Schedules A, C and D are attached)

**EXHIBIT "D"**  
**0.14-acre utility easement**



# SKETCH TO ACCOMPANY FIELD NOTES



0' 400'  
SCALE 1" = 400'

## LEGEND

- ⊙ DENOTES BENCHMARK
- DENOTES 1/2" ST. SK. SET
- DENOTES 1/2" ST. SK. FND.
- △ CALCULATED POINT
- D.E. DRAINAGE EASEMENT
- A.E. ACCESS EASEMENT
- PROPERTY LINE
- EXISTING PROPERTY LINE
- EXISTING EASEMENT
- - - EXISTING ABSTRACT LINE
- WW WASTEWATER
- MH MANHOLE
- B.S.L. BUILDING SETBACK LINE
- C.C.R. COVENANTS, CONDITIONS AND RESTRICTIONS
- A BLOCK NAME
- O.P.R.B.C.T. OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS.
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- BEARING BASIS: TEXAS LAMBERT GRID, CENTRAL ZONE, NAD 83



*[Signature]*

GEORGE E. LUCAS,  
REGISTERED PROFESSIONAL LAND SURVEYOR No. 4160  
CELCO SURVEYING, FIRM REGISTRATION NO. 10193975  
2205 STONECREST PATH  
NEW BRAUNFELS, TEXAS 78130  
OFFICE (512) 635-4857

DATE: 6-28-21

# SKETCH TO ACCOMPANY FIELD NOTES

## EASEMENT LEGAL DESCRIPTION:

BEING A 0.14 ACRE (6,087 SF) TRACT OF LAND OUT OF THE SUSANO HERNANDEZ SURVEY NO. 40, ABSTRACT NO. 398, SITUATED IN BURNET COUNTY, TEXAS, BEING A PORTION OF THAT 145.12 ACRE TRACT OF LAND, CONVEYED BY GENERAL WARRANTY DEED TO THE CITY OF BURNET, RECORDED IN VOLUME 558, PAGE 680 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS

## EASEMENT FIELD NOTES:

COMMENCING AT A 1/2" IRON ROD FOUND, LYING IN THE EAST LINE OF A 4.99 ACRE TRACT, KNOWN AS TRACT 13, CONVEYED BY GENERAL WARRANTY DEED TO DELAWARE SPRINGS RANCH INVESTMENTS, LLC, RECORDED IN DOCUMENT NO. 202002970 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, COMMON WITH THE WEST CORNER OF A LOT, KNOWN AS LOT 11 OF OAK VISTA SUBDIVISION, RECORDED IN CABINET 1, SLIDE 183-C OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, COMMON WITH THE NORTHWEST CORNER OF A 26.86 ACRE TRACT OF LAND, KNOWN AS TRACT 18, CONVEYED BY GENERAL WARRANTY DEED TO THE CITY OF BURNET, RECORDED IN THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS;

THENCE, SOUTH 20°39'14" EAST, A DISTANCE OF 2,108.63 FEET, TO A CALCULATED POINT, LYING IN THE EAST LINE OF SAID TRACT 13, MARKING THE SOUTHWEST CORNER OF SAID TRACT 18, FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE, THROUGH AND ACROSS SAID 145.12 ACRE TRACT, THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 40°36'36" EAST, A DISTANCE OF 20.82 FEET, ALONG THE SOUTH LINE OF SAID TRACT 18, TO A CALCULATED POINT, FOR THE NORTHEAST CORNER OF THIS TRACT;

2. SOUTH 33°16'30" EAST, A DISTANCE OF 14.13 FEET, TO A CALCULATED POINT, AT THE POINT-OF-CURVATURE OF A CURVE TO THE RIGHT, FOR AN ANGLE CORNER OF THIS TRACT;

3. ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 154.72 FEET, SAID CURVE HAVING A RADIUS OF 523.17 FEET, A CHORD WHICH BEARS SOUTH 24°18'31" EAST, FOR A DISTANCE OF 154.16 FEET, TO A CALCULATED POINT, AT THE POINT-OF-TANGENCY OF SAID CURVE TO THE RIGHT, FOR AN ANGLE CORNER OF THIS TRACT;

4. SOUTH 14°50'54" EAST, A DISTANCE OF 141.63 FEET, TO A CALCULATED POINT, LYING IN THE NORTH LINE OF A 23.196 ACRE TRACT OF LAND, KNOWN AS TRACT 16, CONVEYED BY GENERAL WARRANTY DEED TO DELAWARE SPRINGS INVESTMENT, LLC, RECORDED IN DOCUMENT NO. 202002970, FOR THE SOUTHEAST CORNER OF THIS TRACT, AND;

5. SOUTH 75°12'19" WEST, A DISTANCE OF 20.00 FEET, TO A CALCULATED POINT, LYING IN THE EAST LINE OF SAID TRACT 13, MARKING THE NORTHWEST CORNER OF SAID TRACT 16, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, NORTH 14°50'54" WEST, ALONG THE EAST LINE OF SAID TRACT 13, COMMON WITH THE WEST LINE OF SAID 145.12 ACRE TRACT, A DISTANCE OF 141.44 FEET, TO A CALCULATED POINT, AT THE POINT-OF-CURVATURE FOR A CURVE TO THE LEFT, FOR AN ANGLE CORNER OF THIS TRACT;

THENCE, ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 148.55 FEET, SAID CURVE HAVING A RADIUS OF 503.17 FEET, A CHORD WHICH BEARS NORTH 24°18'49" WEST, FOR A DISTANCE OF 148.01 FEET, TO A CALCULATED POINT, AT THE POINT-OF-TANGENCY OF SAID CURVE TO THE LEFT, AT THE POINT-OF-CURVATURE FOR A CURE TO THE LEFT, FOR AN ANGLE CORNER OF THIS TRACT;

THENCE, ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 8.26 FEET, SAID CURVE HAVING A RADIUS OF 469.69 FEET, A CHORD WHICH BEARS NORTH 33°16'30" WEST, FOR A DISTANCE OF 8.26 FEET, TO THE POINT OF BEGINNING, AT THE POINT-OF-TANGENCY OF SAID CURVE TO THE LEFT, CONTAINING 0.14 ACRE (6,087 SF) OF LAND, MORE OR LESS.

BOUNDARY CURVE TABLE

CURVE #	RADIUS	ARC LENGTH	BEARING	CHORD LENGTH	TANGENT	DELTA
C1	523.17'	154.72'	S24°18'31"E	154.16'	77.93'	016°56'40"
C2	503.17'	148.55'	N24°18'49"W	148.01'	74.82'	016°54'55"
C3	469.69'	8.26'	N33°16'30"W	8.26'	4.13'	001°00'27"

BOUNDARY LINE TABLE

LINE #	LENGTH	BEARING
L1	20.82'	N40°36'36"E
L2	14.13'	S33°16'30"E
L3	141.63'	S14°50'54"E
L4	20.00'	S75°12'19"W
L5	141.44'	N14°50'54"W



*[Signature]*

DATE: 6-28-21

GEORGE E. LUCAS,  
REGISTERED PROFESSIONAL LAND SURVEYOR No. 4160  
CELCO SURVEYING, FIRM REGISTRATION NO. 10193975  
2205 STONECREST PATH  
NEW BRAUNFELS, TEXAS 78130  
OFFICE (512) 635-4857



FIELD NOTE DESCRIPTION FOR A 0.14 ACRE (6,087 SF) TRACT OF LAND, SITUATED IN BURNET COUNTY, TEXAS:

BEING A 0.14 ACRE (6,087 SF) TRACT OF LAND OUT OF THE SUSANO HERNANDEZ SURVEY NO. 40, ABSTRACT NO. 398, SITUATED IN BURNET COUNTY, TEXAS, BEING A PORTION OF THAT 145.12 ACRE TRACT OF LAND, CONVEYED BY GENERAL WARRANTY DEED TO THE CITY OF BURNET, RECORDED IN VOLUME 558, PAGE 680 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found, lying in the east line of a 4.99 acre tract, known as Tract 13, conveyed by General Warranty Deed to Delaware Springs Ranch Investments, LLC, recorded in Document No. 202002970 of the Official Public Records of Burnet County, Texas, common with the west corner of a lot, known as Lot 11 of Oak Vista Subdivision, recorded in Cabinet 1, Slide 183-C of the Official Public Records of Burnet County, Texas, common with the northwest corner of a 26.86 acre tract of land, known as Tract 18, conveyed by General Warranty Deed to the City of Burnet, recorded in the Official Public Records of Burnet County, Texas;

THENCE, South 20°39'14" East, a distance of 2,108.63 feet, to a calculated point, lying in the east line of said Tract 13, marking the southwest corner of said Tract 18, for the northwest corner of this tract;

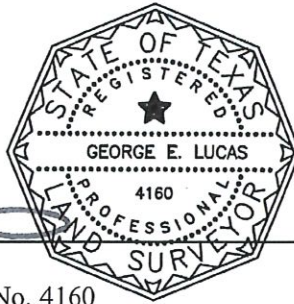
THENCE, through and across said 145.12 acre tract, the following five (5) courses:

1. North 40°36'36" East, a distance of 20.82 feet, along the south line of said Tract 18, to a calculated point, for the northeast corner of this tract;
2. South 33°16'30" East, a distance of 14.13 feet, to a calculated point, at the point-of-curvature of a curve to the right, for an angle corner of this tract;
3. along said curve to the right, an arc length of 154.72 feet, said curve having a radius of 523.17 feet, a chord which bears South 24°18'31" East, for a distance of 154.16 feet, to a calculated point, at the point-of-tangency of said curve to the right, for an angle corner of this tract;
4. South 14°50'54" East, a distance of 141.63 feet, to a calculated point, lying in the north line of a 23.196 acre tract of land, known as Tract 16, conveyed by General Warranty Deed to Delaware Springs Investment, LLC, recorded in Document No. 202002970, for the southeast corner of this tract, and;
5. South 75°12'19" West, a distance of 20.00 feet, to a calculated point, lying in the east line of said Tract 13, marking the northwest corner of said Tract 16, for the southwest corner of this tract;

THENCE, North 14°50'54" West, along the east line of said Tract 13, common with the west line of said 145.12 acre tract, a distance of 141.44 feet, to a calculated point, at the point-of-curvature for a curve to the left, for an angle corner of this tract;

THENCE, along said curve to the left, an arc length of 148.55 feet, said curve having a radius of 503.17 feet, a chord which bears North 24°18'49" West, for a distance of 148.01 feet, to a calculated point, at the point-of-tangency of said curve to the left, at the point-of-curvature for a cure to the left, for an angle corner of this tract;

THENCE, along said curve to the left, an arc length of 8.26 feet, said curve having a radius of 469.69 feet, a chord which bears North 33°16'30" West, for a distance of 8.26 feet, to the POINT OF BEGINNING, at the point-of-tangency of said curve to the left, containing 0.14 acre (6,087 SF) of land, more or less.



  
George E. Lucas  
Registered Professional Land Surveyor No. 4160  
Celco Surveying, Firm Registration No. 10193975  
2205 Stonecrest Path  
New Braunfels, Texas 78130  
Date: June 28, 2021

**EXHIBIT "E"**  
**0.28-acre utility easement**

BOUNDARY LINE TABLE		
LINE #	LENGTH	BEARING
L1	647.57'	N77°36'30"E
L2	45.37'	S51°27'10"W
L3	583.05'	S77°36'30"W
L4	31.08'	N62°20'38"W

## SKETCH TO ACCOMPANY FIELD NOTES



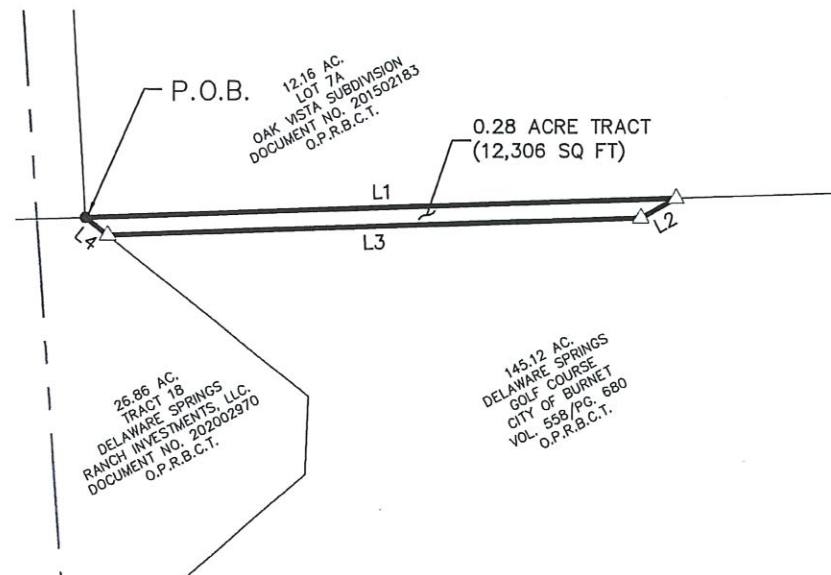
0' 200'



SCALE 1" = 200'

### LEGEND

- ⊕ DENOTES BENCHMARK
- DENOTES 1/2" ST. SK. SET
- DENOTES 1/2" ST. SK. FND.
- △ CALCULATED POINT
- D.E. DRAINAGE EASEMENT
- A.E. ACCESS EASEMENT
- PROPERTY LINE
- EXISTING PROPERTY LINE
- EXISTING EASEMENT
- - - EXISTING ABSTRACT LINE
- WW WASTEWATER
- MH MANHOLE
- B.S.L. BUILDING SETBACK LINE
- C.C.R. COVENANTS, CONDITIONS AND RESTRICTIONS
- A** BLOCK NAME
- O.P.R.B.C.T. OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS.
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- BEARING BASIS: TEXAS LAMBERT GRID, CENTRAL ZONE, NAD 83



### LEGAL DESCRIPTION:

BEING A 0.28 ACRES (12,306 SF) TRACT OF LAND OUT OF THE EUGENIO PEREZ SURVEY NO. 41, ABSTRACT NO. 672, SITUATED IN BURNET COUNTY, TEXAS, BEING A PORTION OF THAT 145.12 ACRE TRACT OF LAND, CONVEYED BY GENERAL WARRANTY DEED TO THE CITY OF BURNET, RECORDED IN VOLUME 558, PAGE 680 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS.

### FIELD NOTES:

BEGINNING AT A 1/2 INCH IRON ROD FOUND, MARKING THE WEST CORNER OF AN 12.16 ACRE LOT, KNOWN AS LOT 7A OF THE OAK VISTA SUBDIVISION RECORDED IN DOCUMENT NO. 201502183 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, COMMON WITH THE NORTHWEST CORNER OF A 26.86 ACRE TRACT, KNOWN AS TRACT 18, CONVEYED BY GENERAL WARRANTY DEED TO DELAWARE SPRINGS RANCH INVESTMENTS, LLC. RECORDED IN DOCUMENT NO. 202002970 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS COMMON WITH THE NORTHWEST CORNER OF SAID 145.12 ACRE TRACT, FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE, NORTH 77°36'30" EAST, A DISTANCE OF 647.57 FEET ALONG THE SOUTHWEST LINE OF SAID LOT 7A, COMMON WITH A NORTHEAST LINE OF SAID 145.12 ACRE TRACT, TO A CALCULATED POINT, COMMON WITH THE NORTHEAST LINE OF THIS TRACT, FOR THE EAST CORNER OF THIS TRACT;

THENCE, SOUTH 51°27'10" WEST, THROUGH AND ACROSS SAID 145.12 ACRE TRACT, DISTANCE OF 45.37 FEET, TO A CALCULATED POINT, LYING IN THE NORTHEAST LINE OF SAID 145.12 ACRE TRACT, COMMON WITH THE SOUTHWEST LINE OF SAID 11.608 ACRE TRACT, FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, SOUTH 77°36'30" WEST, A DISTANCE OF 583.05 FEET, THROUGH AND ACROSS SAID 145.12 ACRE TRACT, TO A CALCULATED POINT, LYING IN THE SOUTHWEST LINE OF SAID 145.12 ACRE TRACT, COMMON WITH THE NORTHEAST LINE OF SAID TRACT 18, FOR THE WEST CORNER OF THIS TRACT;

THENCE, NORTH 62°20'38" WEST, ALONG AN EAST LINE OF SAID TRACT 18, COMMON WITH THE WEST LINE OF SAID 145.12 ACRE TRACT, A DISTANCE OF 31.08 FEET, TO THE POINT OF BEGINNING, CONTAINING 0.28 ACRES (12,306 SF) OF LAND, MORE OR LESS.



*[Signature]*

DATE: 7-20-21

GEORGE E. LUCAS,  
REGISTERED PROFESSIONAL LAND SURVEYOR No. 4160  
CELCO SURVEYING, FIRM REGISTRATION NO. 10193975  
2205 STONECREST PATH  
NEW BRAUNFELS, TEXAS 78130  
OFFICE (512) 635-4857



FIELD NOTE DESCRIPTION FOR A 0.28 ACRES (12,306 SF) TRACT OF LAND, SITUATED IN BURNET COUNTY, TEXAS:

BEING A 0.28 ACRES (12,306 SF SF) TRACT OF LAND OUT OF THE EUGENIO PEREZ SURVEY NO. 41, ABSTRACT NO. 672, SITUATED IN BURNET COUNTY, TEXAS, BEING A PORTION OF THAT 145.12 ACRE TRACT OF LAND, CONVEYED BY GENERAL WARRANTY DEED TO THE CITY OF BURNET, RECORDED IN VOLUME 558, PAGE 680 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

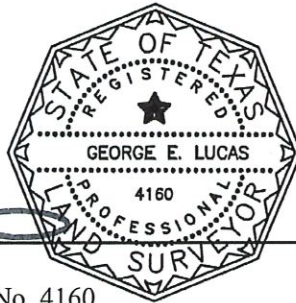
BEGINNING at a 1/2 inch iron rod found, marking the west corner of an 12.16 acre lot, known as Lot 7A of the Oak Vista Subdivision recorded in Document No. 201502183 of the Official Public Records of Burnet County, Texas, common with the northwest corner of a 26.86 acre tract, known as Tract 18, conveyed by General Warranty Deed to Delaware Springs Ranch Investments, LLC. recorded in Document No. 202002970 of the Official Public Records of Burnet County, Texas common with the northwest corner of said 145.12 acre tract, for the northwest corner of this tract;

THENCE, North 77°36'30" East, a distance of 647.57 feet along the southwest line of said Lot 7A, common with a northeast line of said 145.12 acre tract, to a calculated point, common with the northeast line of this tract, for the east corner of this tract;

THENCE, South 51°27'10" West, through and across said 145.12 acre tract, distance of 45.37 feet, to a calculated point, lying in the northeast line of said 145.12 acre tract, common with the southwest line of said 11.608 acre tract, for the southeast corner of this tract;

THENCE, South 77°36'30" West, a distance of 583.05 feet, through and across said 145.12 acre tract, to a calculated point, lying in the southwest line of said 145.12 acre tract, common with the northeast line of said Tract 18, for the west corner of this tract;

THENCE, North 62°20'38" West, along an east line of said Tract 18, common with the west line of said 145.12 acre tract, a distance of 31.08 feet, to the POINT OF BEGINNING, containing 0.28 acres (12,306 SF) of land, more or less.



George E. Lucas  
Registered Professional Land Surveyor No. 4160  
Celco Surveying, Firm Registration No. 10193975  
2205 Stonecrest Path  
New Braunfels, Texas 78130  
Date: July 20, 2021

**EXHIBIT "F"**  
**0.25-acre greenbelt easement**



BOUNDARY LINE TABLE		
LINE #	LENGTH	BEARING
L1	415.50'	N51°27'10"E
L2	56.71'	N77°36'30"E
L3	455.38'	S51°27'10"W
L4	27.32'	N62°20'38"W

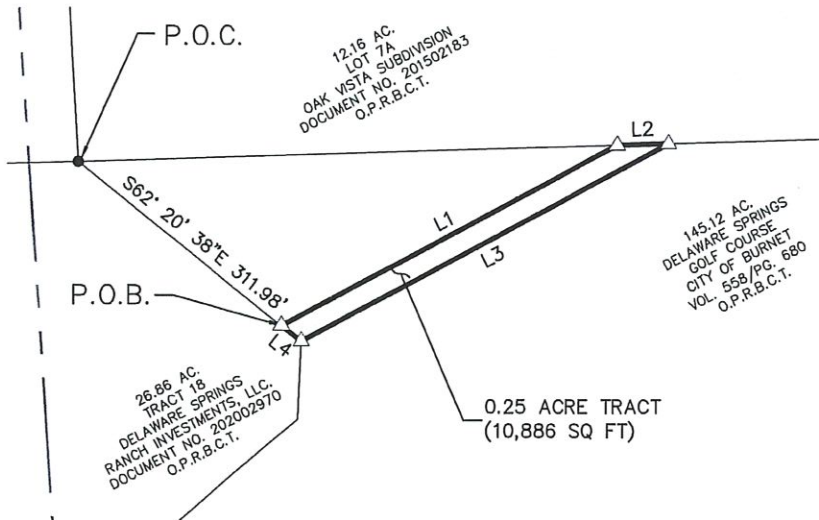
## SKETCH TO ACCOMPANY FIELD NOTES



0' 200'  
SCALE 1" = 200'

### LEGEND

- ⊕ DENOTES BENCHMARK
- DENOTES 1/2" ST. SK. SET
- DENOTES 1/2" ST. SK. FND.
- △ CALCULATED POINT
- D.E. DRAINAGE EASEMENT
- A.E. ACCESS EASEMENT
- PROPERTY LINE
- EXISTING PROPERTY LINE
- EXISTING EASEMENT
- - - EXISTING ABSTRACT LINE
- WW WASTEWATER
- MH MANHOLE
- B.S.L. BUILDING SETBACK LINE
- C.C.R. COVENANTS, CONDITIONS AND RESTRICTIONS
- A** BLOCK NAME
- O.P.R.B.C.T. OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS.
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- BEARING BASIS: TEXAS LAMBERT GRID, CENTRAL ZONE, NAD 83



### LEGAL DESCRIPTION:

BEING A 0.25 ACRE (10,886 SF) TRACT OF LAND OUT OF THE EUGENIO PEREZ SURVEY NO. 41, ABSTRACT NO. 672, SITUATED IN BURNET COUNTY, TEXAS, BEING A PORTION OF THAT 178.82 ACRE TRACT OF LAND, CONVEYED BY GENERAL WARRANTY DEED TO THE CITY OF BURNET, RECORDED IN VOLUME 558, PAGE 680 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS,

### FIELD NOTES:

COMMENCING AT A 1/2 INCH IRON ROD FOUND, MARKING THE WEST CORNER OF AN 12.16 ACRE LOT, KNOWN AS LOT 7A OF THE OAK VISTA SUBDIVISION RECORDED IN DOCUMENT NO. 201502183 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, COMMON WITH THE NORTHWEST CORNER OF A 26.86 ACRE TRACT, KNOWN AS TRACT 18, CONVEYED BY GENERAL WARRANTY DEED TO DELAWARE SPRINGS RANCH INVESTMENTS, LLC. RECORDED IN DOCUMENT NO. 2020002970 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS;

THENCE, NORTH 62°20'38" WEST, A DISTANCE OF 311.98 FEET ALONG THE NORTHEAST LINE OF SAID TRACT 18, COMMON WITH A SOUTHWEST LINE OF SAID 145.12 ACRE TRACT, TO A CALCULATED POINT, MARKING THE POINT OF BEGINNING, FOR THE WEST CORNER OF THIS TRACT.

THENCE, NORTH 51°27'10" EAST, THROUGH AND ACROSS SAID 145.12 ACRE TRACT, DISTANCE OF 415.50 FEET, TO A CALCULATED POINT, LYING IN THE NORTHEAST LINE OF SAID 145.12 ACRE TRACT, COMMON WITH THE SOUTHWEST LINE OF SAID 11.608 ACRE TRACT, FOR THE EAST CORNER OF THIS TRACT;

THENCE, NORTH 77°36'30" EAST, A DISTANCE OF 56.71 FEET, TO A CALCULATED POINT, LYING IN THE NORTHEAST LINE OF SAID 145.12 ACRE TRACT, COMMON WITH THE SOUTHWEST LINE OF SAID 12.16 ACRE TRACT, FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, SOUTH 51°27'10" WEST, THROUGH AND ACROSS SAID 145.12 ACRE TRACT, A DISTANCE OF 455.38 FEET TO A CALCULATED POINT, LYING IN THE EAST LINE OF SAID TRACT 18, COMMON WITH A WEST LINE OF SAID 145.12 ACRE TRACT, TO A CALCULATED POINT, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, NORTH 62°20'38" WEST, ALONG AN EAST LINE OF SAID TRACT 18, COMMON WITH THE WEST LINE OF SAID 145.12 ACRE TRACT, A DISTANCE OF 27.32 FEET, TO THE POINT OF BEGINNING, CONTAINING 0.25 ACRES (10,886 SF) OF LAND, MORE OR LESS.



*[Signature]*

DATE: 7-20-21

GEORGE E. LUCAS,  
REGISTERED PROFESSIONAL LAND SURVEYOR No. 4160  
CELCO SURVEYING, FIRM REGISTRATION NO. 10193975  
2205 STONECREST PATH  
NEW BRAUNFELS, TEXAS 78130  
OFFICE (512) 635-4857

FIELD NOTE DESCRIPTION FOR A 0.25 ACRE (10,886 SF) TRACT OF LAND, SITUATED IN BURNET COUNTY, TEXAS:

BEING A 0.25 ACRE (10,886 SF) TRACT OF LAND OUT OF THE EUGENIO PEREZ SURVEY NO. 41, ABSTRACT NO. 672, SITUATED IN BURNET COUNTY, TEXAS, BEING A PORTION OF THAT 145.12 ACRE TRACT OF LAND, CONVEYED BY GENERAL WARRANTY DEED TO THE CITY OF BURNET, RECORDED IN VOLUME 558, PAGE 680 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found, marking the west corner of an 12.16 acre lot, known as lot 7A of the Oak Vista Subdivision recorded in Document No. 201502183 of the Official Public Records of Burnet County, Texas, common with the northwest corner of a 26.86 acre tract, known as Tract 18, conveyed by General Warranty Deed to Delaware Springs Ranch Investments, LLC. recorded in Document No. 2020002970 of the Official Public Records of Burnet County, Texas;

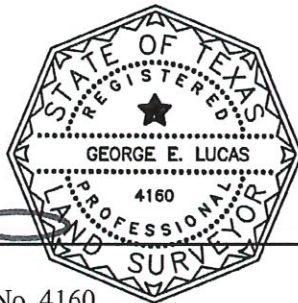
THENCE, North 62°20'38" West, a distance of 311.98 feet along the northeast line of said Tract 18, common with a southwest line of said 145.12 acre tract, to a calculated point, marking the POINT OF BEGINNING, for the west corner of this tract.

THENCE, North 51°27'10" East, through and across said 145.12 acre tract, distance of 415.50 feet, to a calculated point, lying in the northeast line of said 145.12 acre tract, common with the southwest line of said 11.608 acre tract, for the east corner of this tract;

THENCE, North 77°36'30" East, a distance of 56.71 feet, to a calculated point, lying in the northeast line of said 145.12 acre tract, common with the southwest line of said 12.16 acre tract, for the southeast corner of this tract;

THENCE, South 51°27'10" West, through and across said 145.12 acre tract, a distance of 455.38 feet to a calculated point, lying in the east line of said Tract 18, common with a west line of said 145.12 acre tract, to a calculated point, for the southwest corner of this tract;

THENCE, North 62°20'38" West, along an east line of said Tract 18, common with the west line of said 145.12 acre tract, a distance of 27.32 feet, to the POINT OF BEGINNING, containing 0.25 acres (10,886 SF) of land, more or less.



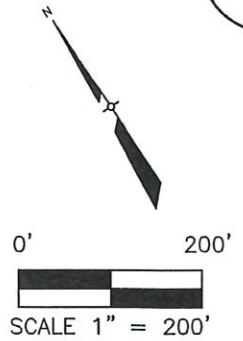
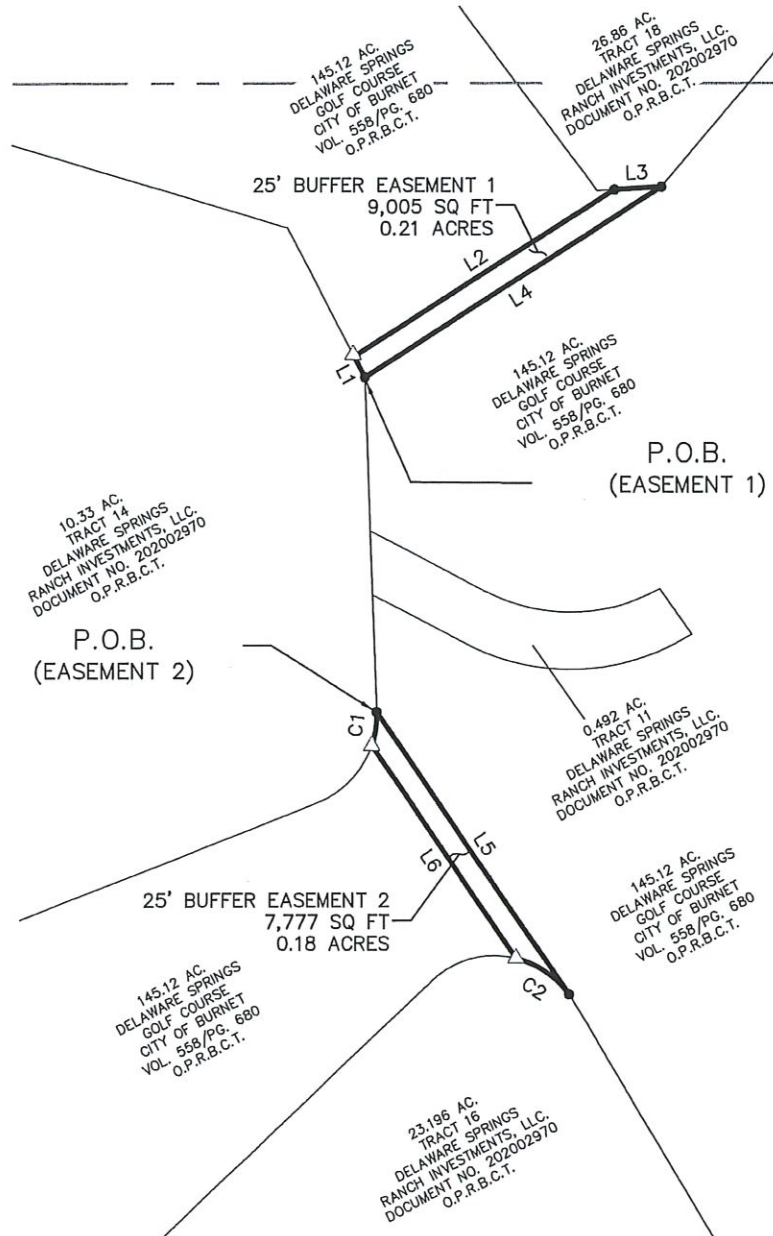
George E. Lucas  
Registered Professional Land Surveyor No. 4160  
Celco Surveying, Firm Registration No. 10193975  
2205 Stonecrest Path  
New Braunfels, Texas 78130  
Date: July 20, 2021

**EXHIBIT "G"**

0.21-acre greenbelt easement (Easement 1); and 0.18-acre  
greenbelt easement (Easement 2)



# SKETCH TO ACCOMPANY FIELD NOTES



## LEGEND

⊙	DENOTES BENCHMARK
○	DENOTES 1/2" ST. SK. SET
●	DENOTES 1/2" ST. SK. FND.
△	CALCULATED POINT
D.E.	DRAINAGE EASEMENT
A.E.	ACCESS EASEMENT
—	PROPERTY LINE
---	EXISTING PROPERTY LINE
---	EXISTING EASEMENT
---	EXISTING ABSTRACT LINE
WW	WASTEWATER
MH	MANHOLE
B.S.L.	BUILDING SETBACK LINE
C.C.R.	COVENANTS, CONDITIONS AND RESTRICTIONS
A	BLOCK NAME
O.P.R.B.C.T.	OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS.
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
BEARING BASIS: TEXAS LAMBERT GRID, CENTRAL ZONE, NAD 83	

### EASEMENT 1 - LEGAL DESCRIPTION:

BEING A 0.21 ACRE (9,005 SF) TRACT OF LAND OUT OF THE SUSANO HERNANDEZ SURVEY NO. 40, ABSTRACT NO. 398, SITUATED IN BURNET COUNTY, TEXAS, BEING A PORTION OF THAT 145.12 ACRE TRACT OF LAND, CONVEYED BY GENERAL WARRANTY DEED TO THE CITY OF BURNET, RECORDED IN VOLUME 558, PAGE 680 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS

### EASEMENT 2 - LEGAL DESCRIPTION:

BEING A 0.18 ACRE (7,777 SF) TRACT OF LAND OUT OF THE SUSANO HERNANDEZ SURVEY NO. 40, ABSTRACT NO. 398, SITUATED IN BURNET COUNTY, TEXAS, BEING A PORTION OF THAT 145.12 ACRE TRACT OF LAND, CONVEYED BY GENERAL WARRANTY DEED TO THE CITY OF BURNET, RECORDED IN VOLUME 558, PAGE 680 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS



*[Signature]*

GEORGE E. LUCAS,  
REGISTERED PROFESSIONAL LAND SURVEYOR No. 4160  
CELCO SURVEYING, FIRM REGISTRATION NO. 10193975  
2205 STONECREST PATH  
NEW BRAUNFELS, TEXAS 78130  
OFFICE (512) 635-4857

DATE: 6-28-21

# SKETCH TO ACCOMPANY FIELD NOTES

## EASEMENT 1 — FIELD NOTES:

BEGINNING AT A 1/2 INCH IRON ROD FOUND, MARKING THE EAST CORNER OF A 10.33 ACRE TRACT, KNOWN AS TRACT 14, CONVEYED BY GENERAL WARRANTY DEED TO DELAWARE SPRINGS RANCH INVESTMENTS, LLC, RECORDED IN DOCUMENT NO. 2020002970 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, COMMON WITH A WEST CORNER OF SAID 145.12 ACRE TRACT, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, NORTH 38°45'06" WEST, A DISTANCE OF 25.07 FEET, ALONG THE NORTHEAST LINE OF SAID TRACT 14, COMMON WITH A SOUTHWEST LINE OF SAID 145.12 ACRE TRACT, TO A CALCULATED POINT, FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE, NORTH 47°04'49" EAST, THROUGH AND ACROSS SAID 145.12 ACRE TRACT, DISTANCE OF 336.73 FEET, TO A CALCULATED POINT, LYING IN THE NORTHEAST LINE OF SAID 145.12 ACRE TRACT, COMMON WITH THE SOUTHWEST LINE OF A 26.86 ACRE TRACT, KNOWN AS TRACT 18, CONVEYED BY GENERAL WARRANTY DEED TO DELAWARE RANCH INVESTMENTS, LLC, RECORDED IN DOCUMENT NO. 2020002970 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, NORTH 76°03'35" EAST, A DISTANCE OF 51.60 FEET, TO A CALCULATED POINT, LYING IN THE NORTHEAST LINE OF SAID 145.12 ACRE TRACT, COMMON WITH THE SOUTHWEST LINE OF SAID TRACT 18, FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, SOUTH 47°04'49" WEST, THROUGH AND ACROSS SAID 145.12 ACRE TRACT, A DISTANCE OF 383.70 FEET TO THE POINT OF BEGINNING, CONTAINING 0.21 ACRE (9,005 SF) OF LAND, MORE OR LESS.

## EASEMENT 2 — FIELD NOTES:

BEING A 0.18 ACRE (7,777 SF) TRACT OF LAND OUT OF THE SUSANO HERNANDEZ SURVEY NO. 40, ABSTRACT NO. 398, SITUATED IN BURNET COUNTY, TEXAS, BEING A PORTION OF THAT 145.12 ACRE TRACT OF LAND, CONVEYED BY GENERAL WARRANTY DEED TO THE CITY OF BURNET, RECORDED IN VOLUME 558, PAGE 680 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND, MARKING THE SOUTHEAST CORNER OF A 10.33 ACRE TRACT, KNOWN AS TRACT 14, CONVEYED BY GENERAL WARRANTY DEED TO DELAWARE SPRINGS RANCH INVESTMENTS, LLC, RECORDED IN DOCUMENT NO. 2020002970 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, COMMON WITH A WEST CORNER OF SAID 145.12 ACRE TRACT, AT THE POINT-OF-CURVATURE FOR A CURVE TO THE LEFT, FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, SOUTH 45°21'09" EAST, THROUGH AND ACROSS SAID 145.12 ACRE TRACT, DISTANCE OF 369.98 FEET, TO A 1/2" IRON ROD FOUND, LYING IN THE WEST LINE OF SAID 145.12 ACRE TRACT, COMMON WITH THE EAST LINE OF A 23.196 ACRE TRACT, KNOWN AS TRACT 18, CONVEYED BY GENERAL WARRANTY DEED TO DELAWARE RANCH INVESTMENTS, LLC, RECORDED IN DOCUMENT NO. 2020002970 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, AT THE POINT-OF-CURVATURE, FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 70.82 FEET, SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CHORD WHICH BEARS NORTH 66°29'02" WEST, FOR A DISTANCE OF 69.35 FEET, TO A CALCULATED POINT, AT THE POINT-OF-TANGENCY OF SAID CURVE TO THE LEFT, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, NORTH 45°21'09" WEST, THROUGH AND ACROSS SAID 145.12 ACRE TRACT, A DISTANCE OF 278.59 FEET, TO A CALCULATED POINT, LYING IN THE SOUTH LINE OF SAID TRACT 14, COMMON WITH A NORTH LINE OF SAID 145.12 ACRE TRACT, AT THE POINT-OF-CURVATURE FOR A CURVE TO THE LEFT, FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE, ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 36.79 FEET, SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CHORD WHICH BEARS NORTH 02°14'33" WEST, FOR A DISTANCE OF 36.58 FEET TO THE POINT OF BEGINNING, AT THE POINT-OF-TANGENCY OF SAID CURVE TO THE LEFT, CONTAINING 0.18 ACRE (7,777 SF) OF LAND, MORE OR LESS.

BOUNDARY LINE TABLE

LINE #	LENGTH	BEARING
L1	25.07'	N38°45'06"W
L2	336.73'	N47°04'49"E
L3	51.60'	N76°03'35"E
L4	383.70'	S47°04'49"W
L5	369.98'	S45°21'09"E
L6	278.59'	N45°21'09"W

BOUNDARY CURVE TABLE

CURVE #	RADIUS	ARC LENGTH	BEARING	CHORD LENGTH	TANGENT	DELTA
C1	100.00'	36.79'	N02°14'33"W	36.58'	18.60'	021°04'43"
C2	100.00'	70.82'	N66°29'02"W	69.35'	36.97'	040°34'30"



  
GEORGE E. LUCAS,  
REGISTERED PROFESSIONAL LAND SURVEYOR No. 4160  
CELCO SURVEYING, FIRM REGISTRATION NO. 10193975  
2205 STONECREST PATH  
NEW BRAUNFELS, TEXAS 78130  
OFFICE (512) 635-4857

DATE: 6-28-21



EASEMENT 1

FIELD NOTE DESCRIPTION FOR A 0.21 ACRE (9,005 SF) TRACT OF LAND, SITUATED IN BURNET COUNTY, TEXAS:

BEING A 0.21 ACRE (9,005 SF) TRACT OF LAND OUT OF THE SUSANO HERNANDEZ SURVEY NO. 40, ABSTRACT NO. 398, SITUATED IN BURNET COUNTY, TEXAS, BEING A PORTION OF THAT 145.12 ACRE TRACT OF LAND, CONVEYED BY GENERAL WARRANTY DEED TO THE CITY OF BURNET, RECORDED IN VOLUME 558, PAGE 680 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

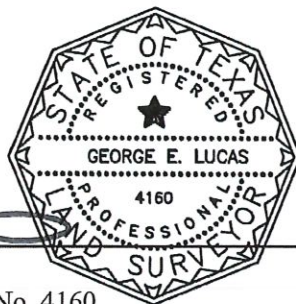
BEGINNING at a 1/2 inch iron rod found, marking the east corner of a 10.33 acre tract, known as Tract 14, conveyed by General Warranty Deed to Delaware Springs Ranch Investments, LLC. recorded in Document No. 2020002970 of the Official Public Records of Burnet County, Texas, common with a west corner of said 145.12 acre tract, for the southwest corner of this tract;

THENCE, North 38°45'06" West, a distance of 25.07 feet, along the northeast line of said Tract 14, common with a southwest line of said 145.12 acre tract, to a calculated point, for the northwest corner of this tract.

THENCE, North 47°04'49" East, through and across said 145.12 acre tract, distance of 336.73 feet, to a calculated point, lying in the northeast line of said 145.12 acre tract, common with the southwest line of a 26.86 acre tract, known as Tract 18, conveyed by General Warranty Deed to Delaware Ranch Investments, LLC, recorded in Document No. 202002970 of the Official Public Records of Burnet county, Texas, for the northeast corner of this tract;

THENCE, North 76°03'35" East, a distance of 51.60 feet, to a calculated point, lying in the northeast line of said 145.12 acre tract, common with the southwest line of said Tract 18, for the southeast corner of this tract;

THENCE, South 47°04'49" West, through and across said 145.12 acre tract, a distance of 383.70 feet to the POINT OF BEGINNING, containing 0.21 ACRE (9,005 SF) of land, more or less.



George E. Lucas  
Registered Professional Land Surveyor No. 4160  
Celco Surveying, Firm Registration No. 10193975  
2205 Stonecrest Path  
New Braunfels, Texas 78130  
Date: June 28, 2021

EASEMENT 2

FIELD NOTE DESCRIPTION FOR A 0.18 ACRE (7,777 SF) TRACT OF LAND, SITUATED IN BURNET COUNTY, TEXAS:

BEING A 0.18 ACRE (7,777 SF) TRACT OF LAND OUT OF THE SUSANO HERNANDEZ SURVEY NO. 40, ABSTRACT NO. 398, SITUATED IN BURNET COUNTY, TEXAS, BEING A PORTION OF THAT 145.12 ACRE TRACT OF LAND, CONVEYED BY GENERAL WARRANTY DEED TO THE CITY OF BURNET, RECORDED IN VOLUME 558, PAGE 680 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

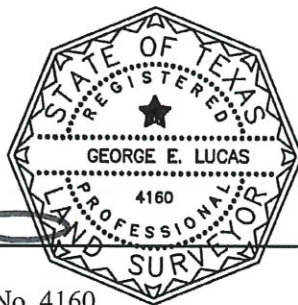
BEGINNING at a 1/2 inch iron rod found, marking the southeast corner of a 10.33 acre tract, known as Tract 14, conveyed by General Warranty Deed to Delaware Springs Ranch Investments, LLC, recorded in Document No. 2020002970 of the Official Public Records of Burnet County, Texas, common with a west corner of said 145.12 acre tract, at the point-of-curvature for a curve to the left, for the northeast corner of this tract;

THENCE, South 45°21'09" East, through and across said 145.12 acre tract, distance of 369.98 feet, to a 1/2" iron rod found, lying in the a west line of said 145.12 acre tract, common with the east line of a 23.196 acre tract, known as Tract 16, conveyed by General Warranty Deed to Delaware Ranch Investments, LLC, recorded in Document No. 202002970 of the Official Public Records of Burnet County, Texas, at the point-of-curvature, for the southeast corner of this tract;

THENCE, along said curve to the left, an arc length of 70.82 feet, said curve having a radius of 100.00 feet, a chord which bears North 66°29'02" West, for a distance of 69.35 feet, to a calculated point, at the point-of-tangency of said curve to the left, for the southwest corner of this tract;

THENCE, North 45°21'09" West, through and across said 145.12 acre tract, a distance of 278.59 feet, to a calculated point, lying in the south line of said Tract 14, common with a north line of said 145.12 acre tract, at the point-of-curvature for a curve to the left, for the northwest corner of this tract;

THENCE, along said curve to the left, an arc length of 36.79 feet, said curve having a radius of 100.00 feet, a chord which bears North 02°14'33" West, for a distance of 36.58 feet to the POINT OF BEGINNING, at the point-of-tangency of said curve to the left, containing 0.18 acre (7,777 SF) of land, more or less.



George E. Lucas  
Registered Professional Land Surveyor No. 4160  
Celco Surveying, Firm Registration No. 10193975  
2205 Stonecrest Path  
New Braunfels, Texas 78130  
Date: June 28, 2021



**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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.**

**AMENDMENT DECLARATION OF RESTRICTIVE COVENANTS**

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

**Effective Date of Amendment:** August 25, 2021

**Declarant:** City of Burnet, a Texas municipal corporation

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

**Declaration Amended.** This Amendment Declaration of Restrictive Covenants ("Amendment") amends that certain Declaration of Restrictive Covenants recorded in the Public Records of Burnet County, Texas, as Document No. 202111713, on July 14, 2021 (Declaration):

**Amendments.** The Declaration is amended as follows:

- (a) **Property Description.** The description of the Property is amended by replacing the description of the Property provided therein with the following:

**Property:** Being a 12.16 acres lot, more or less, located in Burnet County, Texas, and a 1.49-acre tract, and being more specifically described in the Survey attached hereto as **Exhibit "A."**

- (b) **Rights-of-Way Easements.** Clauses and Covenants Section C., is hereby amended by replacing the language in subsection C.4., (entitled "*Rights-of Way Easements*") by replacing the existing language with the language that follows:

Rights-of-Way Easements are prohibited to cross the Property. The purpose of this prohibition is to prevent vehicular traffic from crossing over the Property to access County Road 100 from any road, or other tract, parcel, or lot. This prohibition does not prevent access to County Road 100 from the Property and the abutting property depicted in **Exhibit "B"** hereto;



so long as the abutting property depicted in **Exhibit “B”** is not subdivided into tracts, parcels or lots smaller than five-acres and said property is used for agricultural or single-family use as defined by the City of Burnet’s Code of Ordinances.

**Full Force and Effect.** In all other respects, the Declaration shall continue in full force and effect, unmodified except to the extent provided herein, and Declarant hereby Ratify and Affirm the same.

This Amendment to be effective as of the date first set out above.

City of Burnet, a Texas municipal corporation,

\_\_\_\_\_  
Crista Goble Bromley, Mayor

THE STATE OF TEXAS       §

§

COUNTY OF BURNET       §

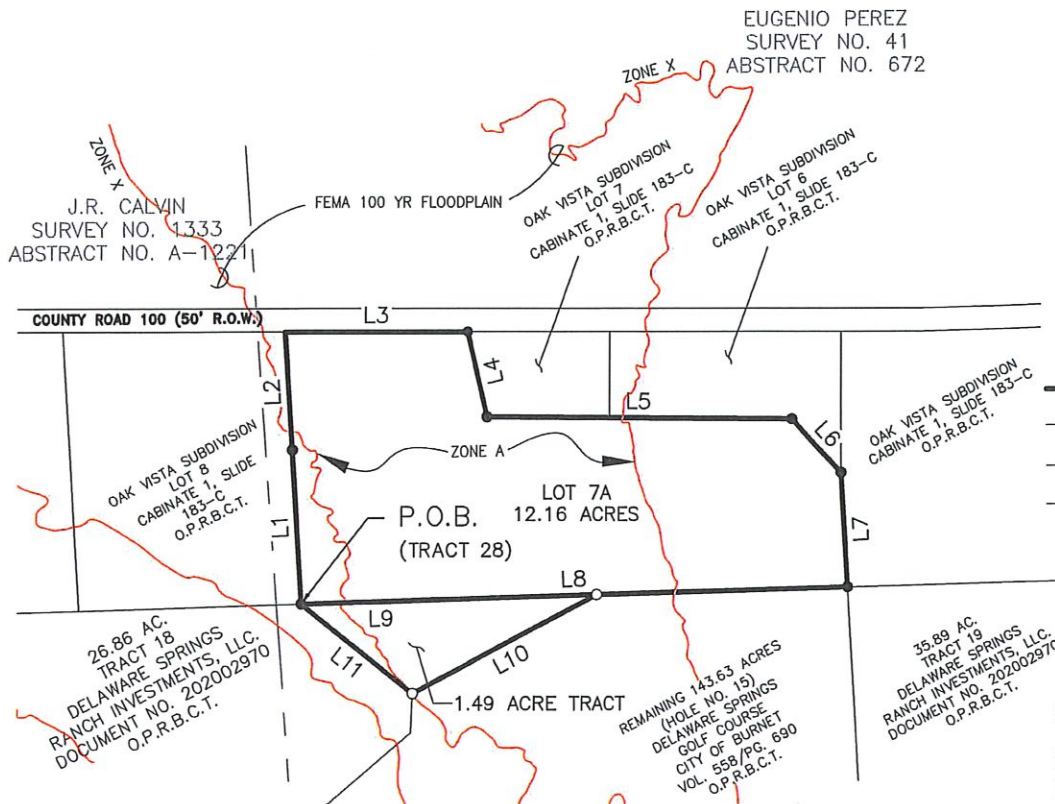
This instrument was acknowledged before me on August \_\_\_\_, 2021, by Crista Goble Bromley, as the Mayor of the City of Burnet, a Texas municipal corporation, on behalf of said municipality.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT "G"**  
**Big Leaf Tract Declaration of Restrictive Covenants**

**Exhibit “A”**  
**12.16 acre lot and 1.49-acre lot**

# SKETCH TO ACCOMPANY FIELD NOTES



## LOT 7A LEGAL DESCRIPTION:

BEING A 12.16 ACRE LOT, KNOWN AS LOT 7A, OF THE AMENDED PLAT OF LOTS 6 AND 7 OF THE OAK VISTA SUBDIVISION, RECORDED IN DOCUMENT NO. 201502183 OF THE OFFICIAL RECORDS OF BURNET COUNTY, TEXAS, CONVEYED BY GENERAL WARRANTY DEED TO THE CITY OF BURNET, AS RECORDED IN VOLUME 1032, PAGE 988 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS.

## 1.49 ACRE TRACT LEGAL DESCRIPTION:

BEING A 1.49 ACRE TRACT OF LAND, OUT OF THE EUGENIO PEREZ SURVEY, ABSTRACT NO. 41, NO. 672, SITUATED IN BURNET COUNTY, TEXAS, CONVEYED BY GENERAL WARRANTY DEED TO CITY OF BURNET AS RECORDED IN VOLUME 558, PAGE 680 OF THE OFFICIAL RECORDS OF BURNET COUNTY, TEXAS.

THE UNDERSIGNED DOES HEREBY CERTIFY TO DELAWARE SPRINGS RANCH INVESTMENTS, LLC., CITY OF BURNET, AND FIRST AMERICAN TITLE GUARANTY COMPANY THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UPON THE GROUND OF THE PROPERTY SHOWN HEREON, AND THAT THERE ARE NO ENCROACHMENTS OF VISIBLE IMPROVEMENTS, EXCEPT AS SHOWN HEREON, AND THAT THIS PROPERTY HAS ACCESS TO A PUBLIC ROADWAY, EXCEPT AS SHOWN HEREON.

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION III SURVEY.

**FLOOD INFORMATION:** I HEREBY CERTIFY THAT THIS PROPERTY DESCRIBED HEREIN IS WITHIN A 100 YEAR FLOOD HAZARD AREA, ZONE A, AS IDENTIFIED BY THE FEDERAL INSURANCE ADMINISTRATION DEPARTMENT OF H.U.D..

COMMUNITY PANEL NUMBER: 48053C0460G

FLOOD MAP DATED: NOVEMBER 1, 2019

GF NUMBER: 08-20-12818

BOUNDARY LINE TABLE		
LINE #	LENGTH	BEARING
L1	332.49'	N14°06'06"W
L2	254.16'	N14°06'06"W
L3	399.59'	N79°19'56"E
L4	188.14'	S24°00'44"E
L5	667.58'	N79°45'52"E
L6	157.35'	S53°41'52"E
L7	246.88'	S14°04'31"E
L8	1198.03'	S77°36'30"W
L9	647.57'	N77°36'30"E
L10	455.38'	S51°27'10"W
L11	311.98'	N62°20'38"W

GEORGE E. LUCAS,  
REGISTERED PROFESSIONAL LAND SURVEYOR No. 4160  
CELCO SURVEYING, FIRM REGISTRATION NO. 10193975  
2205 STONECREST PATH  
NEW BRAUNFELS, TEXAS 78130  
OFFICE (512) 635-4857



DATE: 7-19-21

**1.49 ACRE TRACT – FIELD NOTE DESCRIPTION:**

BEING A 1.49 ACRE TRACT OF LAND OUT OF THE EUGENIO PEREZ SURVEY NO. 4, ABSTRACT NO. 672, SITUATED IN BURNET COUNTY, TEXAS, CONVEYED BY GENERAL WARRANTY DEED TO THE CITY OF BURNET, RECORDED IN VOLUME 558, PAGE 680 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND, LYING IN THE NORTH LINE OF 26.86 ACRE TRACT, KNOWN AS TRACT 18, CONVEYED BY GENERAL WARRANTY DEED TO DELAWARE SPRINGS RANCH INVESTMENTS, LLC., RECORDED IN DOCUMENT NO. 2020002970 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, MARKING THE SOUTH CORNER OF LOT 8 OF THE OAK VISTA SUBDIVISION, RECORDED IN CABINET 8, SLIDE 183-C OF THE OFFICIAL RECORDS OF BURNET COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE, NORTH 77°36'30" EAST, A DISTANCE OF 647.57 FEET, TO A 1/2 INCH IRON ROD SET, LYING IN THE NORTH LINE OF A 145.12 ACRE TRACT OF LAND, KNOWN AS DELAWARE SPRINGS GOLF COURSE, CONVEYED TO THE CITY OF BURNET, RECORDED IN VOLUME 558, PAGE 690 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, SOUTH 51°27'10" WEST, THROUGH AND ACROSS SAID 145.12 ACRE TRACT, A DISTANCE OF 455.38 FEET TO A 1/2" IRON ROD FOUND, MARKING THE EAST CORNER OF SAID 26.86 ACRE TRACT, FOR THE SOUTH CORNER OF THIS TRACT

THENCE, NORTH 62°20'38" WEST, ALONG AN EAST LINE OF SAID 26.86 ACRE TRACT, A DISTANCE OF 311.98 FEET, COMMON WITH THE WEST LINE OF THIS TRACT, TO THE POINT OF BEGINNING, CONTAINING 1.49 ACRES OF LAND, MORE OR LESS.



#### **SCHEDULE B - 10:**

THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS: (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.)

- a. RIGHTS OF PARTIES IN POSSESSION. (OWNER TITLE POLICY ONLY)
- b. ANY VISIBLE AND APPARENT ROADWAYS OR EASEMENTS OVER OR ACROSS THE SUBJECT PROPERTY, THE EXISTENCE OF WHICH DOES NOT APPEAR OF RECORD.
- c. EASEMENTS OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS, BUT WHICH WOULD BE SHOWN ON A CURRENT SURVEY.
- d. ANY PORTION OF THE HEREIN DESCRIBED PROPERTY THAT MAY LIE WITHIN THE BOUNDARIES OF A STREET ALLEY OR RIGHT OF WAY.
- e. THIS POLICY DOES NOT INSURE COMPLIANCE OF THE SUBJECT PROPERTY WITH SEPTIC SYSTEM REGULATIONS OF ANY CITY, COUNTY OR OTHER GOVERNMENTAL AUTHORITY.
- f. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

(NOTE): UPON RECEIPT OF A SURVEY ACCEPTABLE TO THE COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY.)

- g. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.
- h. SUBJECT TO THAT CERTAIN ORDER DATED JANUARY 28, 2002, ADOPTING BURNET COUNTY SUBDIVISION AND DEVELOPMENT REGULATIONS, AND RECORDED IN VOLUME 1043, PAGE 85 AND AMENDED IN VOLUME 1377, PAGE 722 AND UNDER DOCUMENT NO. 201100417 RERECORDED UNDER DOCUMENT NO. 201100547, OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS.
- i. SUBJECT TO THE ISSUANCE FROM THE TEXAS HIGHWAY DEPARTMENT OR BURNET COUNTY OF PERMITS FOR DRIVEWAY ENTRANCES TO OR FROM ANY STATE OR COUNTY ROAD.

AS TO TRACT I, II AND III:

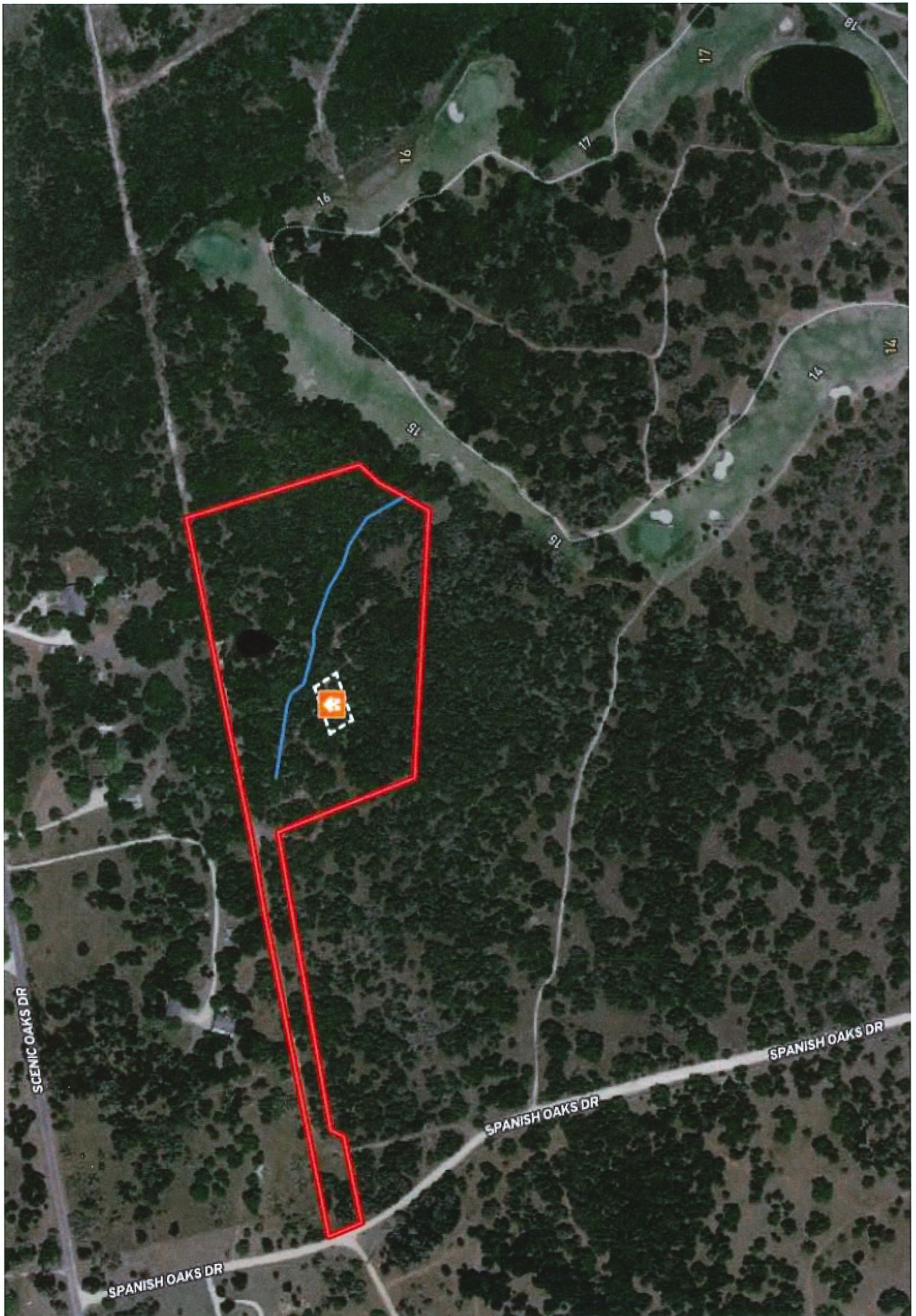
- j. SUBJECT TO THE ORDINANCES, SETBACKS, EASEMENTS, CONDITIONS AND RESTRICTIONS TO THE CITY OF BURNET. **DOES AFFECT THIS TRACT, UNABLE TO PLOT**
- k. SUBJECT TO THE EASEMENT TO TEXAS PUBLIC UTILITIES COMPANY RECORDED IN VOLUME 74, PAGE 267, DEED RECORDS OF BURNET COUNTY, TEXAS. **MAY AFFECT THIS TRACT, UNABLE TO PLOT**
- l. SUBJECT TO THE EASEMENT TO L.C.R.A. RECORDED IN VOLUME 253, PAGE 834, DEED RECORDS OF BURNET COUNTY, TEXAS. **DOES NOT AFFECT THIS TRACT**
- m. SUBJECT TO THE EASEMENT TO TEXAS POWER & LIGHT CO. RECORDED IN VOLUME 2, PAGE 579, MISC. DEED RECORDS OF BURNET COUNTY, TEXAS. **DOES NOT AFFECT THIS TRACT**
- n. SUBJECT TO THE EASEMENT TO LONE STAR GAS COMPANY RECORDED IN VOLUME 103, PAGE 482 AND AMENDED INVOLUME 320, PAGE 778, DEED RECORDS OF BURNET COUNTY, TEXAS. **MAY AFFECT THIS TRACT, UNABLE TO PLOT**
- o. SUBJECT TO THE EASEMENT TO THE STATE OF TEXAS RECORDED IN VOLUME 120, PAGE 503, DEED RECORDS OF BURNET COUNTY, TEXAS. **DOES NOT AFFECT THIS TRACT**
- p. SUBJECT TO THE EASEMENTS TO THE CITY OF BURNET RECORDED IN VOLUME 1184, PAGE 955, VOLUME 1192, PAGE 231, VOLUME 1364, PAGE 574, VOLUME 1364, PAGE 582, VOLUME 1364, PAGE 586, VOLUME 1364, PAGE 590, VOLUME 1449, PAGE 899 AND DOCUMENT NO. 201104907, OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS. **DOES NOT AFFECT THIS TRACT**
- q. SUBJECT TO THE AGREEMENT RECORDED UNDER DOCUMENT NO. 201401086, OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS. **DOES AFFECT THIS TRACT, UNABLE TO PLOT**
- r. ACCESS AS TO TRACTS I, II AND III HEREIN IS OBTAINED THROUGH PROPERTY ALREADY OWNED BY THE BUYER SET OUT ON SCHEDULE A HEREIN. THIS POLICY IS SUBJECT TO THE LACK OF ACCESS TO AND FROM A PUBLIC ROAD TO THE SUBJECT PROPERTY OF RECORD IN THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS. ANY AND ALL ISSUES THAT ARISE IN REGARD TO THE LACK OF A RECORDED MEANS OF ACCESS.

AS TO TRACT IV:

- s. SUBJECT TO THE MAINTENANCE FEES SET OUT IN RESTRICTIONS RECORDED IN VOLUME 318, PAGE 629, VOLUME 321, PAGE 989, DEED RECORDS, VOLUME 571, PAGE 465 AND VOLUME 666, PAGE 193, OF THE REAL PROPERTY RECORD, VOLUME 866, PAGE 25 AND VOLUME 951, PAGE 935, OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS. THIS POLICY DOES NOT INSURE ANY MAINTENANCE ASSESSMENTS. **DOES AFFECT, UNABLE TO PLOT**
- t. SUBJECT TO ALL EASEMENTS, ROADWAYS AND RESTRICTIONS AS SET OUT ON PLAT OF SUBDIVISION RECORDED IN DOCUMENT NO. 201502183, OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS. **DOES AFFECT THIS TRACT, UNABLE TO PLOT**
- u. SUBJECT TO THE EASEMENT TO P.E.C. RECORDED IN VOLUME 320, PAGE 434, OF THE DEED RECORDS OF BURNET COUNTY, TEXAS. **DOES AFFECT THIS TRACT, UNABLE TO PLOT**
- v. SUBJECT TO CERTIFICATE OF VARIANCE DATED DECEMBER 1, 1983, EXECUTED BY THE CITY OF BURNET TO SAN LUIS COMPANY, ET AL, RECORDED IN VOLUME 318, PAGE 614, OF THE DEED RECORDS OF BURNET COUNTY, TEXAS. **MAY AFFECT THIS TRACT, UNABLE TO PLOT**
- w. SUBJECT TO THE RESTRICTIONS, RESERVATIONS, EASEMENTS, CONDITIONS, AND COVENANTS AS SET OUT IN INSTRUMENTS RECORDED VOLUME 318, PAGE 629, VOLUME 321, PAGE 989, DEED RECORDS, VOLUME 571, PAGE 465 AND VOLUME 666, PAGE 193, OF THE REAL PROPERTY RECORD, VOLUME 866, PAGE 25 AND VOLUME 951, PAGE 935, OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS. **DOES AFFECT THIS TRACT, UNABLE TO PLOT**
- x. SUBJECT TO THE DECLARATION OF RESTRICTIVE COVENANTS TO BE RECORDED PRIOR TO OR AT CLOSING.

**Exhibit “B”**  
**DEPICTION OF 12.16 ACRES AND ADJOINING PROPERTY**







**EXHIBIT "H"**  
**RELEASE AND TERMINATION OF TRACT 11 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.

THE STATE OF TEXAS   §  
                                  §       **KNOW ALL PERSONS BY THESE PRESENTS:**  
COUNTY OF BURNET   §

**RELEASE AND TERMINATION OF EASEMENT**

**WHEREAS**, the City Burnet, Texas, (hereinafter the "Grantor"), entered into that certain Boundary Agreement with BJV Fox Holdings LP, Series DS-19 of BJV Fox Properties, and Big Leaf Ltd., that is recorded in the Public Records of Burnet County, Texas as Document No. 201401086, on February 12, 2014; and

**WHEREAS**, pursuant to said Boundary Agreement Grantor provided an Easement to BJV Fox Holdings LP, over 0.492 acres of land described in the Boundary Agreement as Tract 11, said Easement being recorded in the Public Records of Burnet County, Texas as Document No. 201401083, on February 12, 2014; and

**WHEREAS**, the purpose of the Easement is to provide access from Tract 14 to Tract 15, as shown on Exhibit "A" of said Boundary Agreement; and

**WHEREAS**, Delaware Springs Ranch Investments LLC (hereinafter "Grantee") purchased Tract 14 and Tract 15 and the Easement over Tract 11 from BJV Fox Holdings LP, with the intent to develop same as a residential golf course community; and

**WHEREAS**, Grantee's surveyors have determined the existing survey of the Easement was in error and shows the Easement crossing over a green within the Delaware Springs Municipal Golf Course (hereinafter the "Golf Course"); and

**WHEREAS**, Grantee and Grantor agree it is mutually beneficial to relocate the Easement so that it provides effective and efficient access from Tract 14 to Tract 15, with minimal interference to the to the Golf Course.

**NOW THEREFORE**, for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee has **RELEASED AND TERMINATED** and, by these presents, does **RELEASE AND TERMINATE** the Easement attached hereto as **Exhibit "A"**.

The Parties understand and agree that once the process of subdividing Tract 14 and 15 is initiated Grantee's consulting engineer shall be able to determine the best Easement location. Therefore, it is expressly agreed and understood by acceptance of this **RELEASE AND TERMINATION** Grantor agrees to collaborate with Grantee in good faith to provide an Easement, at no costs to Grantee, in such location that does not

Release of Easement

unreasonably interfere with Golf Course operations and that provides efficient and effective access from Tract 14 to Tract 15.

By execution hereof, the City confirms and acknowledges the Easement as recorded in the Public Records of the Office of the County Clerk, Burnet County, Texas on May 1, 2020, in Volume 693 at Page 357 will be of no further force or effect.

Signature page to follow.

Release of Easement

**EXECUTED TO BE EFFECTIVE** the \_\_\_\_ day of \_\_\_\_\_, 2020.

**RELEASE AND TERMINATION OF  
EASEMENT BY GRANTEE:**

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

**RELEASE AND TERMINATION OF  
EASEMENT BY GRANTEE:**

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

Exhibit A attached.



# Exhibit A

**CUPLIN & ASSOCIATES, Inc.**

land surveyors & planners

City of Burnet  
1001 Buchanan Drive, Suite 4  
Burnet, TX 78611



## METES AND BOUNDS DESCRIPTION OF TRACT 11 (60 FT. WIDE - 0.492 ACRES)

**FIELD NOTES TO DESCRIBE A 0.492 ACRE (60 FT. WIDE) TRACT OF LAND (TRACT 11), 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 0.492 ACRES (60 FT. WIDE) - TRACT 11) BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a 1/2-inch iron rod set with "EASEMENT" cap, along an easterly line of Tract 14 and a westerly line of Tract 1, for the northwest corner hereof, from which a 1/2-inch iron rod found for the southwest corner of the Re-subdivision of Lot 12, Oak Vista Subdivision, as recorded in Cabinet 2, Slide 36-D of the Plat Records of Burnet County, Texas and the southeast corner of Fox Drive, a variable width public right-of-way, according to the plat of said Re-subdivision of Lot 12, Oak Vista Subdivision, bears North 65°24'41" West, a distance of 1,716.16 feet;

**THENCE** over and across said 666.23 acres and said Tract 1, for the north line hereof, the following courses and distances:

- 1) South 73°10'31" East, a distance of 142.54 feet, to a 1/2-inch iron rod set with "EASEMENT" cap, at the beginning of a curve to the left;
- 2) Along said curve to the left (C1), having an arc length of 198.53 feet, a radius of 200.00 feet, and a chord bearing North 78°23'17" East, a distance of 190.48 feet, to a 1/2-inch iron rod set with "EASEMENT" cap, along a westerly line of Tract 15, for the northeast corner hereof;

**THENCE** South 46°07'36" East, over and across said 666.23 acres, along a westerly line of said Tract 15 and an easterly line of said Tract 1, for the east line hereof, a distance of 60.26 feet, to a 1/2-inch iron rod set with "EASEMENT" cap, at the beginning of a non-tangent curve to the right, for the southeast corner hereof;

**THENCE** over and across said 666.23 acres and said Tract 1, for the south line hereof, the following courses and distances:

- 3) Along said curve to the right (C2), having an arc length of 264.47 feet, a radius of 260.00 feet, and a chord bearing South 77°41'05" West, a distance of 253.21 feet, to a 1/2-inch iron rod set with "EASEMENT" cap;
- 4) North 73°10'31" West, a distance of 108.37 feet, to a 1/2-inch iron rod set with "EASEMENT" cap, along an easterly line of said Tract 1 and a westerly line of said Tract 14, for the southwest corner hereof;



**THENCE** North 12°50'13" West,, over and across said 666.23 acres, along an easterly of said Tract 14 and a westerly line of said Tract 1, for the west line hereof, a distance of 69.05 feet, to the **POINT OF BEGINNING**, containing 0.492 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.

K.P. Cuplin 5/3/10  
Registered Professional Land Surveyor No. 5938  
Proj. No. 08222





# BOUNDARY SURVEY

LEGAL DESCRIPTION: BEING A 0.492 ACRE (60 FT. WIDE) TRACT OF LAND (TRACT 11), 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 0.492 ACRES (60 FT. WIDE - TRACT 11) 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	200.00'	198.53'	190.48'	N78°23'17"E	56°52'25"
C2	260.00'	264.47'	253.21'	S77°41'05"W	58°16'47"

## LEGEND

- 1/2-INCH IRON ROD FOUND
- 1/2-INCH IRON ROD SET WITH "EASEMENT" CAP

EUGENIO PEREZ  
SURVEY NO. 41  
ABSTRACT NO. 672

FOX DRIVE  
PUBLIC RIGHT-OF-WAY  
2/36-D P.R.B.C.T.

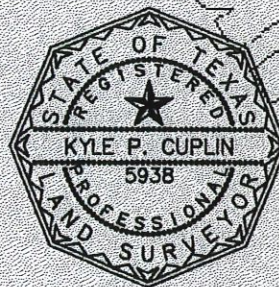
RE-SUBDIVISION LOT 12  
OAK MISTA SUBDIVISION  
2/36-D P.R.B.C.T.



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

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 5/3/10  
KYLE P. CUPLIN, R.P.L.S. 5938



TEXAS COORDINATE  
SYSTEM  
CENTRAL ZONE

SHEET <b>3</b>	PROJ. NO. <b>08222</b>	BOUNDARY SURVEY TRACT 11 0.492 ACRES (60 FT. WIDE)		CUPLIN & ASSOCIATES, INC. 3010 WEST RR 1431, SUITE B KINGSLAND, TEXAS 78639 PHONE: 325-388-3300 FAX: 325-388-3320	2	DRAWN BY: <b>REG</b>
	DATE: <b>05/02/10</b>					
OF <b>3</b>	SCALE 1" = 100'				1	APPROVED BY: <b>KPC</b>
					DATE	DESCRIPTION
					REVISIONS	
						COPYRIGHT: 2009



**Resolution No. R2021-49**  
**APPROVING AN AMENDMENT TO A REAL ESTATE**  
**CONTRACT WITH DELAWARE SPRINGS RANCH**  
**INVESTMENTS LLC, FOR THE SALE OF APPROXIMATELY**  
**42 ACRES OF CITY LAND LOCATED WEST OF THE**  
**BURNET MUNICIPAL GOLF COURSE; AND AUTHORIZING**  
**THE MAYOR TO EXECUTE THE AMENDMENT ON**  
**BEHALF OF THE CITY**

September 28, 2021, City  
Council regular session  
agenda item 4.11



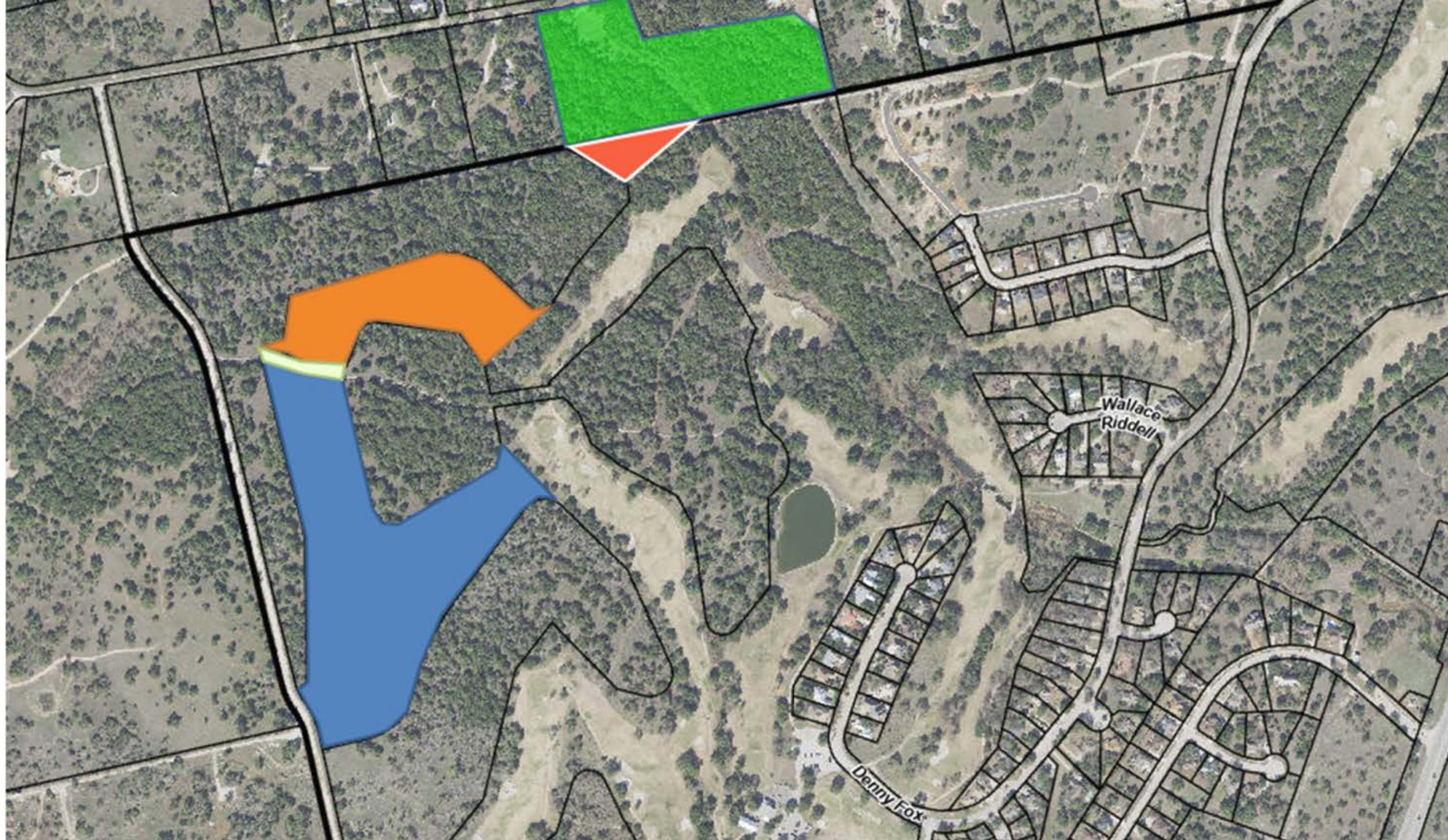
# Background

- On May 25 of this year City Council approved the sale of 42 acres of land adjoining the municipal golf course to the only bidder Delaware Springs Ranch Investments LLC
- The approved purchase price was \$9000.00 per acre.
- The contract included special provisions protecting the golf course; including:
  - (i) requiring a 25-foot-wide greenbelt buffers on all Delaware Springs Ranch Investments LLC, abutting the golf course and avigation easement on Delaware Springs Ranch Investments LLC, tracts 22, 23, 24, and 25;
  - (ii) authorizing the placement of restrictive covenants on Lot 7 limiting access to County Road 100 only the lot on which the home to be built for Jordan Shipley residence shall be constructed;
  - (iii) requiring the reservation of utility easements on the property to be sold; and
  - (iv) restricting development of the purchased property to residential.

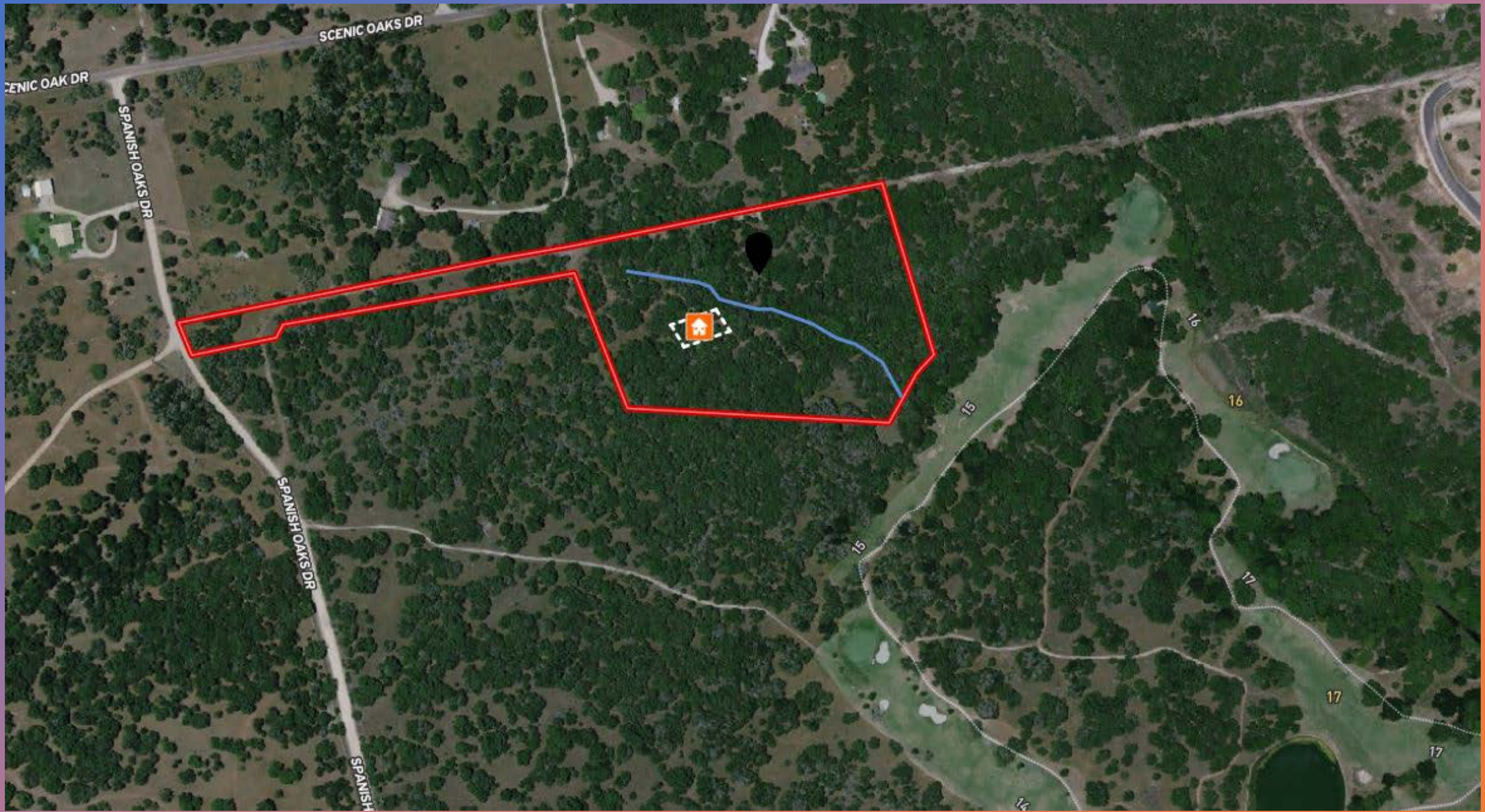
# Amendment Deal Points

- Purchase price: \$377,640.00 (41.96 acres at \$9,000.00 per acre)
- Closing: Fifteen business days after execution
- Special conditions amendments
  - Survey exhibits identifying existing utilities easements that will reserved by city and 25-foot greenbelt easement on property abutting golf course; and
  - Restrictive covenants on Lot 7 and 1.49 acre tract amendment to allow access to County Road 100 from Jordan Shipley's proposed homesite; and
  - Existing easement over tract 11 to be vacated and reestablished when developer begins platting tracts tract 14 and 15.



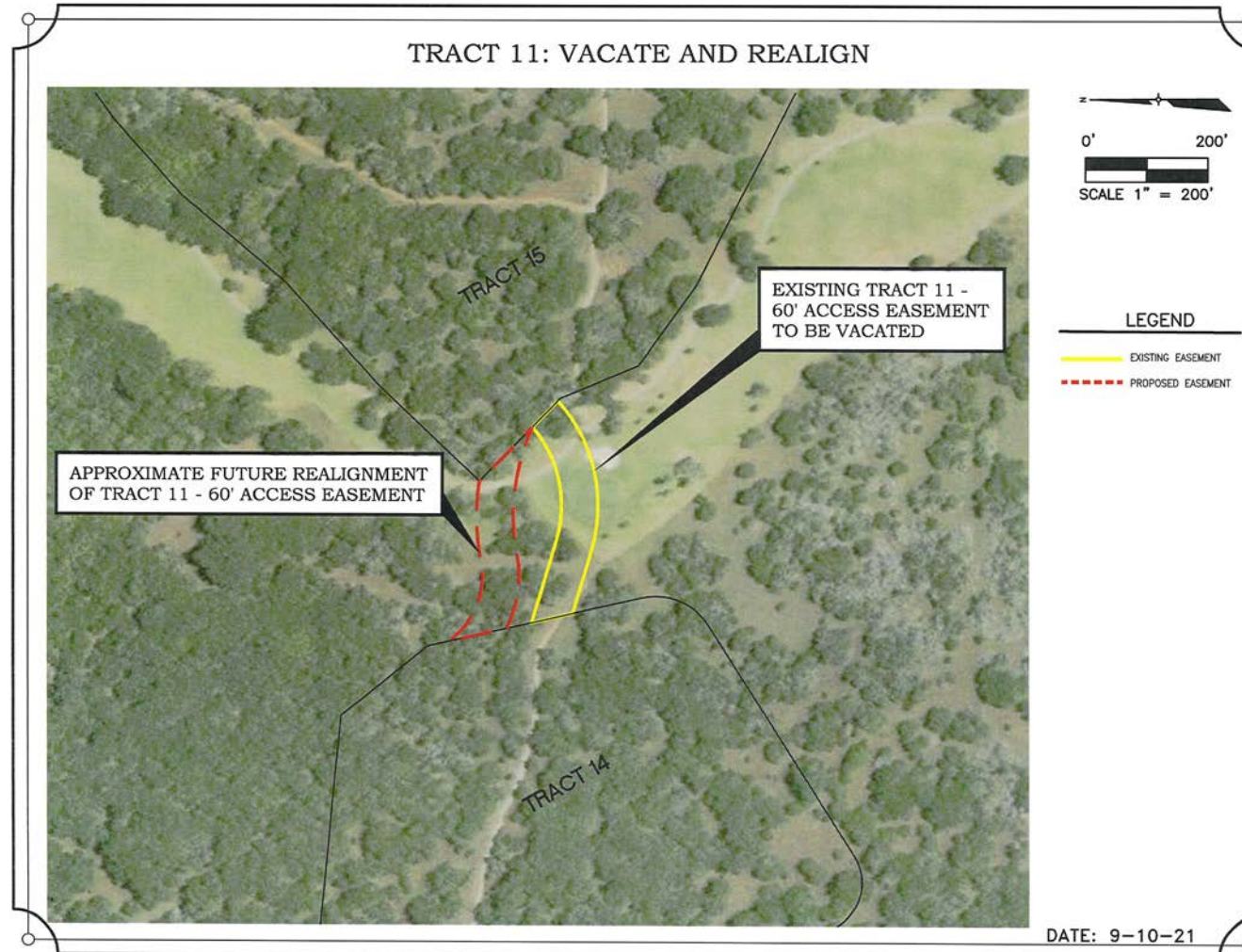








# Realignment of Tract 11 Easement



# Conclusion

- Staff recommends Resolution No. R2021-49 be approved as presented.