



## **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 above named City on the **11<sup>th</sup> day of April, 2017** at **6:00 p.m.** in the Council Chambers, Burnet Municipal Airport, 2402 S. Water, Burnet, at which time the following subjects will be discussed, to-wit:

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

**CALL TO ORDER:**

**INVOCATION:**

**PLEDGE OF ALLEGIANCE:**

**PLEDGE TO TEXAS FLAG:**

### **1. PUBLIC RECOGNITION/SPECIAL REPORTS:**

- 1.1) Proclamation: Child Abuse Prevention Month: Mayor Gary Wideman
- 1.2) Proclamation: Motorcycle Awareness Month: Mayor Gary Wideman
- 1.3) First United Methodist Prayer Garden: Bettye Foulds

### **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 March 28, 2017 Regular Council Meeting minutes

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

- 3.1) Public Hearing: The City Council will conduct a public hearing regarding a request to rezone the East ½ of Lot 3, Block 29, Peter Kerr Portion which is further described as being 206 W Brier Street from its present designation of Light Commercial – District C1 to a designation Medium Commercial – District C2: M.

Lewis

3.2) Public Hearing: The City Council will conduct a public hearing regarding a request to rezone 4.07 acres out of the Sarah Ann Guest Survey, No.1503, Abstract No. 1525, and the B.B. Castleberry Survey No. 2, Abstract 187, which is further described as being located adjacent to and west of Westfall street and north of the City of Austin Rail Road right-of-way: M. Lewis

3.3) Public Hearing: The City Council will conduct a public hearing regarding a request to abandon the alley located in Block 8, Johnson Addition and those portions of the McNeil Street, Prairie Street, and Valley Street rights-of-way abutting Blocks 7 and 8, Johnson Addition: M. Lewis

#### **4. ACTION ITEMS:**

4.1) Discuss and consider action: Authorization to Purchase Motorola Portable radios for Police and Fire/EMS: P. Nelson

4.2) Discuss and consider action: FIRST READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 BY ASSIGNING MEDIUM COMMERCIAL – DISTRICT C-2 ZONING TO THE EAST ONE-HALF OF LOT 3, BLOCK 29, PETER KERR PORTION WHICH IS FURTHER DESCRIBED AS BEING 206 W. BRIER STREET; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: M. Lewis

4.3) Discuss and consider action: FIRST READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 BY ASSIGNING DUPLEX – DISTRICT R-2 ZONING TO 4.07 ACRES OUT OF THE SARAH ANN GUEST SURVEY, NO 1502, ABSTRACT NO. 1525, AND THE B.B. CASTLEBERRY SURVEY NO. 2, ABASTRCT 187; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: M. Lewis

4.4) Discuss and consider action: FIRST READING OF AN ORDINANCE ABANDONING THE ALLEY LOCATED IN BLOCK 8; JOHNSON ADDITION AND THOSE PORTIONS OF THE MCNEIL STREET, PRAIRIE STREET AND VALLEY STREET RIGHTS-OF-WAY ABUTTING BLOCKS 7 AND 8, JOHNSON ADDITION; ABANDONING SAID ALLEY AND STREET RIGHTS-OF-WAY IN FAVOR OF THE ABUTTING PROPERTY OWNER; DIRECTING THE CITY SECRETARY TO CAUSE THIS ORDINANCE TO BE RECORDED IN THE DEED RECORDS OF BURNET COUNTY; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: M. Lewis

4.5) Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS, PROVIDING FOR THE EXTENSION OF THE CITY OF THE CITY LIMITS BY VOLUNTARY ANNEXATION, OF 1.96 ACRES OF LAND OUT OF THE B.B. CASTLEBERRY SURVEY NUMBER 2, ABSTRACT NUMBER 187, BURNET COUNTY, TEXAS SAME BEING THAT CERTAIN Q CRAWFORD

PROPERTY DEVELOPMENT LLC. CALLED 1.8 ACRE TRACT RECORDED IN DOCUMENT NUMBER 20160695, OFFICIAL PUBLIC RECORDS, BURNET COUNTY, TEXAS; DIRECTING THE CITY SECRETARY TO FILE THIS ORDINANCE WITH THE COUNTY CLERK OF THE COUNTY OF BURNET; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: M. Lewis

4.6) Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS, CREATING AN AIRPORT ADVISORY BOARD FOR THE CITY OF BURNET; DESCRIBING ITS POWERS, DUTIES, AND ESTABLISHING THE TERMS OF OFFICE OF ITS MEMBERS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE AND AN OPEN MEETINGS CLAUSE; AND PROVIDING FOR RELATED MATTERS: K. Dix

4.7) Discuss and consider action: A RESOLUTION FINDING PUBLIC NECESSITY TO USE COLLECTED IMPACT FEES TO FUND DEBT SERVICE PAYMENT ON THE WASTEWATER TREATMENT PLANT: C. Maxwell

**5. REPORTS:** None.

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

**6. EXECUTIVE SESSION:**

6.1) Executive Session: The Council reserves the right to enter into closed session in accordance with the provision of the Open Meetings Act, Texas Government Code, Chapter 551, Subsection 551.072; Deliberations Regarding Real Property: pertaining to economic development incentives for the development of thirteen acres of land on the corner of Westfall and Cemetery Streets, owned by the City of Burnet: D. Vaughn

6.2) The Council reserves the right to enter into closed session in accordance with the provision of the Open Meetings Act, Texas Government Code, Chapter 551, Subsection 551.072; Deliberations Regarding Real Property: pertaining to the possible purchase of approximately 6 acres of land from the Franklin I. Fickett Charitable Foundation, further described as four tracts at the corner of Hwy. 29 East and Leffingwell Lane: D. Vaughn

6.3) Executive Session: The City of Burnet City Council shall meet in Executive Session in accordance to the provision of the Open Meetings Act, Texas Government Code, Chapter 551, and Sub-section 551.074(a) regarding deliberation on the appointment, employment, evaluation, reassignment, and duties of the City Manager, David Vaughn: Mayor Wideman

The City Council may take action on any of the matters considered in executive session once the City Council reconvenes in open session.

**7. RECONVENE TO REGULAR SESSION FOR POSSIBLE ACTION:**

7.1) Discuss and consider action: Pertaining to economic development incentives for the development of the thirteen acres of land on the corner of Westfall and Cemetery Streets, owned by the City of Burnet: D. Vaughn

7.2) Discuss and consider action: Authorization to purchase approximately 6 acres of land from the Franklin I. Fickett Charitable Foundation, further described as four tracts at the corner of Hwy. 29 East and Leffingwell Lane: D. Vaughn

7.3) Discuss and consider action: Regarding the appointment, employment, evaluation, reassignment, and duties of the City Manager as set out under the City Charter associated with the position of City Manager, David Vaughn: Mayor Wideman

**8. REQUESTS FROM COUNCIL FOR FUTURE REPORTS:**

**9. ADJOURN:**

Dated this 7<sup>th</sup>, day, of April, 2017

**CITY OF BURNET**

**GARY WIDEMAN, 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 April 7, 2017, at or before 5 o'clock p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of said Meeting.



Kelly Dix, City Secretary

**NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS:**

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

**RIGHT TO ENTER INTO EXECUTIVE SESSION:**

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





# Proclamation

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

*Whereas*, the City of Burnet prides itself on giving back to our communities, contributing to the quality of life among our citizens; and

*Whereas*, the following agencies of Burnet County; Texas Department of Family Protective Services, Burnet County Child Welfare Board, Hill County Child Advocacy Center, and CASA work together to provide assistance and services for abused and neglected children; and

*Whereas*, Burnet County has an extraordinary number of children who suffer some form of abuse or neglect each year; and

*Whereas*, through a national effort, Burnet County community members are encouraged to join together to raise awareness for those children fallen victim to abuse and neglect throughout the month of April; and

*Whereas*, this effort will give abused and neglected children in our community, and around the country, a chance for a safe and positive future.



*Now, Therefore*, be it proclaimed, that I, Gary Wideman, Mayor of the City of Burnet on behalf of the City Council of the City of Burnet, urge all citizens to join in a national effort to raise awareness and to help prevent child abuse and neglect, and as support for that effort, do hereby declare the month of April 2017 as

## Burnet County Child Abuse Prevention and Awareness Month

In witness thereof, I have hereunto set my hand and caused the seal of the City of Burnet to be affixed this, the 11<sup>th</sup> day of April, 2017.

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Gary Wideman, Mayor



# Proclamation

OF THE MAYOR AND CITY COUNCIL FOR THE  
CITY OF BURNET

*Whereas*, Motorcyclists are relatively unprotected and, therefore, more prone to injury or death in a crash than other vehicle drivers; and,

*Whereas*, All those who put themselves behind the wheel are responsible for being aware of motorcyclists, regarding them with the same respect as any other vehicle traveling our highways; and,

*Whereas*, It is the responsibility of riders and motorists alike to obey all traffic laws and safety rules; and,

*Whereas*, We encourage all Burnet County citizens to do their part to increase safety and awareness in our community and for motorcycle riders and motorists to give each other the mutual respect they deserve;



*Now, therefore*, be it proclaimed, that I, Gary Wideman, Mayor of the City of Burnet on behalf of the City Council, of the City of Burnet, Texas, do hereby declare the month of May 2017 to be observed as

## Motorcycle Safety Awareness Month

In witness thereof, I hereunto set my hand and caused the seal of the City of Burnet to be affixed this 11<sup>th</sup> day of April 2017.

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Gary Wideman, Mayor



**CITY OF BURNET  
AGENDA ITEM REQUEST FORM  
PLEASE PRINT ALL INFORMATION**

**INSTRUCTIONS:**

Please fill out this form and return to the City Secretary or Deputy City Secretary by 5 p.m. the day prior to packet distribution. Packets are distributed by 5 p.m. no less than 72 hours prior to the scheduled Council Meeting. For example: If the regular meeting is scheduled for the 2<sup>nd</sup> Tuesday of the month, this form is due by 5 p.m. the Thursday before. The form may be faxed, mailed, emailed or brought in person. **PLEASE ALLOW ADDITIONAL TIME FOR REQUESTED REPORTS.**

**Backup for the request** (reports, brochures, documents) must be received in the City Secretary or Deputy Secretary's office by NOON on the Friday packets are distributed.

**Please fill out the form completely.** Be sure you indicate the type of item you are requesting and the date you would like to have the item placed on the agenda. Also be sure to indicate who must be contacted and anyone special you wish to invite.

**COUNCILMEMBER(s):** \_\_\_\_\_

**REQUESTED DATE:** 4-3-17

**IF WORKSHOP, INDICATE TIME:** \_\_\_\_\_

**INDICATE TYPE OF ITEM:** ☐ Action Item ☐ Discussion Only ☒ Report ☐ Workshop

**ITEM DESCRIPTION:** (Please be specific)

Informaton on First United Methodist Prayer Garden for the community of Burnet.

**WORKSHOPS** (Workshops cannot contain an Action Item. Special Meetings must be set to have an action item.)

**LIST PERSONS TO BE NOTIFIED:** (other than staff and Council Members)

**LIST PERSONS TO BE INVITED:** (other than staff and Council Members)

\_\_\_\_\_  
**Date of Request**

\_\_\_\_\_  
**Signature of Councilmember**

<b>RECEIVED BY CITY SECRETARY/DEPUTY CITY SEC. ON</b> <u>4-3-2017</u>	
<b>SCHEDULED FOR APPEARANCE ON:</b> <u>4-11-2017</u>	
<b>CHANGES OR CANCELLATIONS:</b> _____	
<b>SIGNATURE OF CS/DCS:</b> <u>Kelly Dix</u> <b>Date</b> _____	
<b>Time Received:</b> <u>10:00 a.m.</u>	



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

On this the 28<sup>th</sup> day of March 2017, the City Council of the City of Burnet convened in Regular Session, at 6:00 p.m., at the regular meeting place thereof with the following members present, to-wit:

Mayor                                 Gary Wideman  
Council Members                 Danny Lester, Paul Farmer, Tres Clinton, Joyce Laudenschlager  
City Manager                       David Vaughn  
Deputy City Secretary           Kelly Dix

Guests: Mark Lewis, Gene Courtney, Evan Milliorn, Leslie Baugh, Ed Hollicky, Alan Burdell, Patricia Langford, James B. Wilson, Doug Fipps, Crista Bromley, Paul Nelson, Paul Shell, Cindia Talamantez, Connie Maxwell, Zachary Worrell, Ricky Langley, Wade Langley, Gina Glaeser, Kim Winkler, Ruth Long  
CALL TO ORDER: The meeting was called to order by Mayor Wideman, at 6:00 p.m.

INVOCATION: Council Member Paul Farmer

PLEDGE OF ALLEGIANCE: Council Member Tres Clinton

PLEDGE TO TEXAS FLAG: Council Member Tres Clinton

PUBLIC RECOGNITION/SPECIAL REPORTS:

Introduction of Officer Kuso and Officer Edwards: P Nelson: Chief Nelson introduced Officer Mark Edwards and the new K-9 Officer Kuso. Officer Edwards shared with Council the process of acquiring the K-9 officer and the training they went through and plans for the department with the K-9 Officer.

Proclamation: Boys and Girls Club: Mayor Gary Wideman: Mayor Gary Wideman presented the proclamation honoring the Boys & Girls Club and highlighting their addition of the Boys & Girls Club Teen Center to Bill Drake, Director of the Highland Lakes Boys and Girls Club. Board Members shared their appreciation of the support received from the City.

Chamber of Commerce Report: Board Member Gina Glaeser reported on the preparations for next week's Bluebonnet Festival, and the upcoming April 18<sup>th</sup> Candidate forum to be held at the Hill Country Community Foundation Bldg. at 6:00 p.m. the forum will be for City Council Candidates and School District Candidates.

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 March 14, 2017 Regular Council Meeting minutes

Council Member Danny Lester moved to approve the consent agenda as presented. Council Member Joyce Laudenschlager seconded, and the motion carried unanimously.

PUBLIC HEARING: None.

ACTION ITEMS:

Discuss and consider action: Approval of an inter-local agreement with Burnet County to assist with the paving of public streets: J. Simons: Council Member Danny Lester made a motion to approve the inter-local agreement with Burnet County to assist with the paving of public streets as presented. Council Member Joyce Laudenschlager seconded, the motion carried unanimously.

Discuss and consider action: Authorize the purchase of a Tymco Air Street Sweeper: J. Simons: Council Member Paul Farmer made a motion to authorize the purchase of a Tymco Air Street Sweeper for the Street Department and to approve positing the current Street Sweeper for sale.



Council Member Tres Clinton seconded, the motion carried unanimously.

Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE 2016-23; THE ORIGINAL BUDGET ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017, FOR THE CITY OF BURNET, TEXAS, FUNDING ACCOUNTS IN BUDGET DUE TO UNFORESEEN SITUATIONS; CONTAINING FINDINGS; PROVIDING FOR SAVINGS AND SEVERABILITY: C. Maxwell: Council Member Tres Clinton made a motion to approve the first reading of Ordinance 2017-03 as presented. Council Member Paul Farmer seconded, the motion carried unanimously.

Discuss and consider action: A RESOLUTION BY THE CITY OF BURNET, TEXAS AUTHORIZING CITY MANAGER TO MAKE SPECIFIC BUDGET TRANSFERS WITHIN FUNDS: C. Maxwell: Council Member Danny Lester made a motion to approve all transfers as stated in the exhibit attachment of the resolution except for the transfer of \$49,138.95 from the Economic Development Corporation in the General Fund to the Department of Community Development for a permit clerk position. Council Member Joyce Laudenschlager seconded. Discussion followed, Council Member Clinton requested clarification from Council Member Lester on his reasoning and he stated he wanted that item transfer to be added to the April 11<sup>th</sup> City Council Agenda and not decided until then. Mayor Wideman called requested the City Secretary to conduct a roll vote. Council Members Lester and Laudenschlager voted in favor, Mayor Wideman, Council Members Clinton and Farmer voted against. Council Member Tres Clinton made a motion to amend the first motion by approving Resolution R2017-06 as presented. Council Member Paul Farmer seconded, a roll call vote was called by the City Secretary. Council Member Lester and Laudenschlager voted against and Mayor Wideman and Council Members Farmer and Clinton voted in favor. The motion carried with a vote of three in favor and two opposed.

Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS; OPPOSING HOUSE BILL 3677: D. Vaughn: Council Member Danny Lester made a motion to adopt Resolution R2017-07 as presented. Council Member Joyce Laudenschlager seconded, the motion carried unanimously.

#### REPORTS:

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

February 2017 Financial Report: M. Lewis: Connie Maxwell reviewed the February 2017 Financial Report with Council. Revenues are up over last year at this time in most of the funds. The Golf Course is currently \$62,000 under last year and an analysis of the data is being performed and a report will be made to Council.

#### EXECUTIVE SESSION:

Council Member Danny Lester made a motion to convene to Executive Session at 6:55 p.m. Council Member Joyce Laudenschlager seconded, the motion carried unanimously.

Executive Session: The Council reserves the right to enter into closed session in accordance with the provision of the Open Meetings Act, Texas Government Code, Chapter 551, Subsection 551.072; Deliberations Regarding Real Property: pertaining to economic development incentives for the development of thirteen acres of land on the corner of Westfall and Cemetery Streets, owned by the City of Burnet: D. Vaughn

The City Council may take action on any of the matters considered in executive session once the

City Council reconvenes in open session.

RECONVENE TO REGULAR SESSION FOR POSSIBLE ACTION:

Council Member Joyce Laudenschlager made a motion to reconvene to regular session at 7:47 p.m.

Council Member Tres Clinton seconded, the motion carried unanimously.

Discuss and consider action: Pertaining to economic development incentives for the development of the thirteen acres of land on the corner of Westfall and Cemetery Streets, owned by the City of

Burnet: D. Vaughn: Pass. No action taken

REQUESTS FROM COUNCIL FOR FUTURE REPORTS: None.

ADJOURN: There being no further business a motion to adjourn was made by Council Member Paul Farmer at 7:48 p.m., seconded by Council Member Joyce Laudenschlager. The motion carried unanimously.

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Gary Wideman, Mayor

ATTEST:

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Kelly Dix, City Secretary



## Development Services

### ITEM 3.1

Mark S. Lewis  
Development Services Director  
(512)-715-3215  
mlewis@cityofburnet.com

## Agenda Item Brief

- Meeting Date:** April 11, 2017
- Agenda Item:** Public Hearing: The City Council will conduct a public hearing regarding a request to rezone the East ½ of Lot 3, Block 29, Peter Kerr Portion which is further described, as being 206 W Brier Street from its present designation of Light Commercial – District C1 to a designation Medium Commercial – District C2: M. Lewis
- Background:** The property described above is an undeveloped lot located in the 200 block of W Brier Street (See Exhibit A). It is abutted to the north and west by property that was rezoned to C-2 in 2016. Subsequent to that rezoning, both the rezoned property and the lot being considered at this time were placed under single ownership. The property owner wishes to cover the consolidated property with a single zoning designation.
- The zone change request was considered by the Planning and Zoning Commission at its April 3, 2017 public hearing and regular meeting. No persons appeared to speak either for or against the requested zone change. Following the close of its hearing, the Planning and Zoning Commission, by a vote of five in favor, two in opposition, voted to recommend the requested zone change.
- Information:** The requested C-2 zoning is consistent with the Future Land Use Plan (FLUP) intent for property use in this area (See Exhibit B). The requested zoning is also consistent with both existing zoning patterns and land use patterns in the area (See Exhibit A).
- Recommendation:** Recommendation will be provided under the action item relating to this request.



## EXHIBIT A

### 206 W Brier – Location & Zoning





## EXHIBIT B

### 206 W. Brier – Future Land Use



Residential



Commercial



## Development Services

### ITEM 3.2

Mark S. Lewis  
Development Services Director  
(512)-715-3215  
mlewis@cityofburnet.com

## Agenda Item Brief

**Meeting Date:**

April 11, 2017

**Agenda Item:**

Public Hearing: The City Council will conduct a public hearing regarding a request to rezone 4.07 acres out of the Sarah Ann Guest Survey, No.1503, Abstract No. 1525, and the B.B. Castleberry Survey No. 2, Abstract 187, which is further described as being located adjacent to and west of Westfall street and north of the City of Austin Rail Road right-of-way: M. Lewis

**Background:**

The property described above is part of an approximately 13-acre tract of land that is to be developed as a mixed density residential subdivision (See Exhibit A). The property, which is currently zoned R-1, is owned by the City of Burnet, and is to be developed under the terms of a City Council approved development agreement.

The zone change is being brought forward as a City initiated proposal for the purpose of establishing zoning designations consistent with the subdivision development plan.

This request was considered by the Planning and Zoning Commission at its April 3, 2017 public hearing and regular meeting. No persons appeared to speak either for or against the requested zone change. Following the close of its hearing, the Planning and Zoning Commission, by a vote of six in favor, one in opposition, voted to recommend the requested zone change.

**Information:**

The 4.07 acres under consideration is part of a larger undeveloped property comprised of platted lots and unplatted tracts. The boundaries of the requested R-2 district have been configured to match street alignments within the proposed subdivision.



The City's Future Land Use Plan (FLUP) currently calls for Agricultural land use in the area surrounding the subject property (See Exhibit C). The Agricultural designation is at heart, a residential designation that is frequently used as a "holding" pattern until the most appropriate type of land use can be determined. The R-1 zoning currently assigned to the property is not at odds with the Agricultural land use designation and FLUP intent. The R-2 zoning proposed, as a residential designation, is also compatible with the underlying FLUP intent.

The location and configuration the R-2 zoning within the subdivision is also appropriate under recognized planning principals. The higher density, duplex housing allowed in R-2 districts serves as a suitable transition between the Austin Railroad right-of-way located to the south and the single-family lots that will comprise the remainder of the subdivision.

Finally, City Council has undertaken this initiative as a means of building upon the ongoing progress towards stabilization and revitalization of the City's residential core.

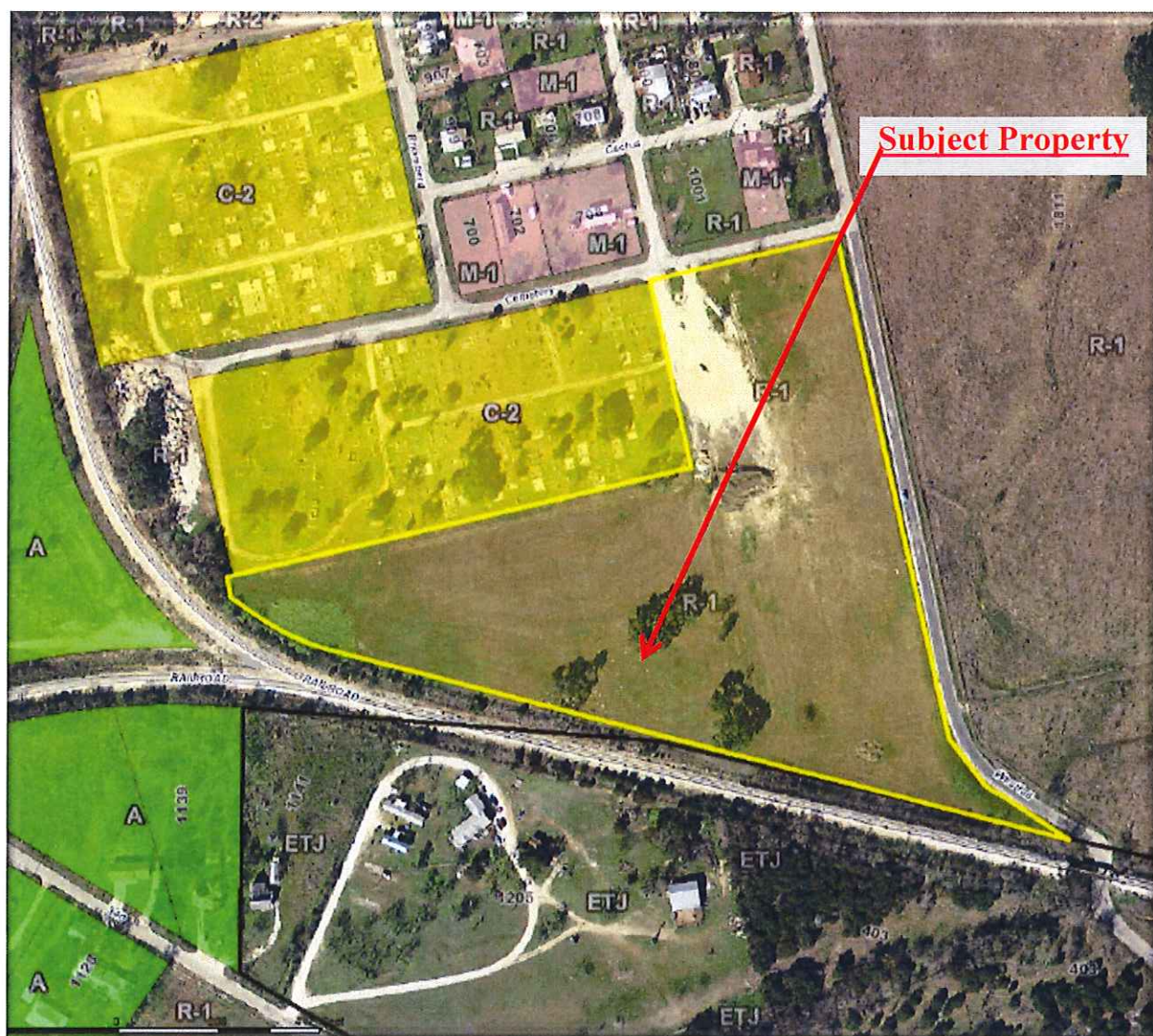
In summary: The R-2 zoning requested for the 4.07-acres in question is consistent with the Comprehensive Plan Intent. It is compatible with sustainable patterns of land use. It will promote the health, safety and welfare of the citizens of the City by further stabilizing and revitalizing the City's residential core.

**Recommendation:**

Recommendation will be provided under the action item relating to this request.

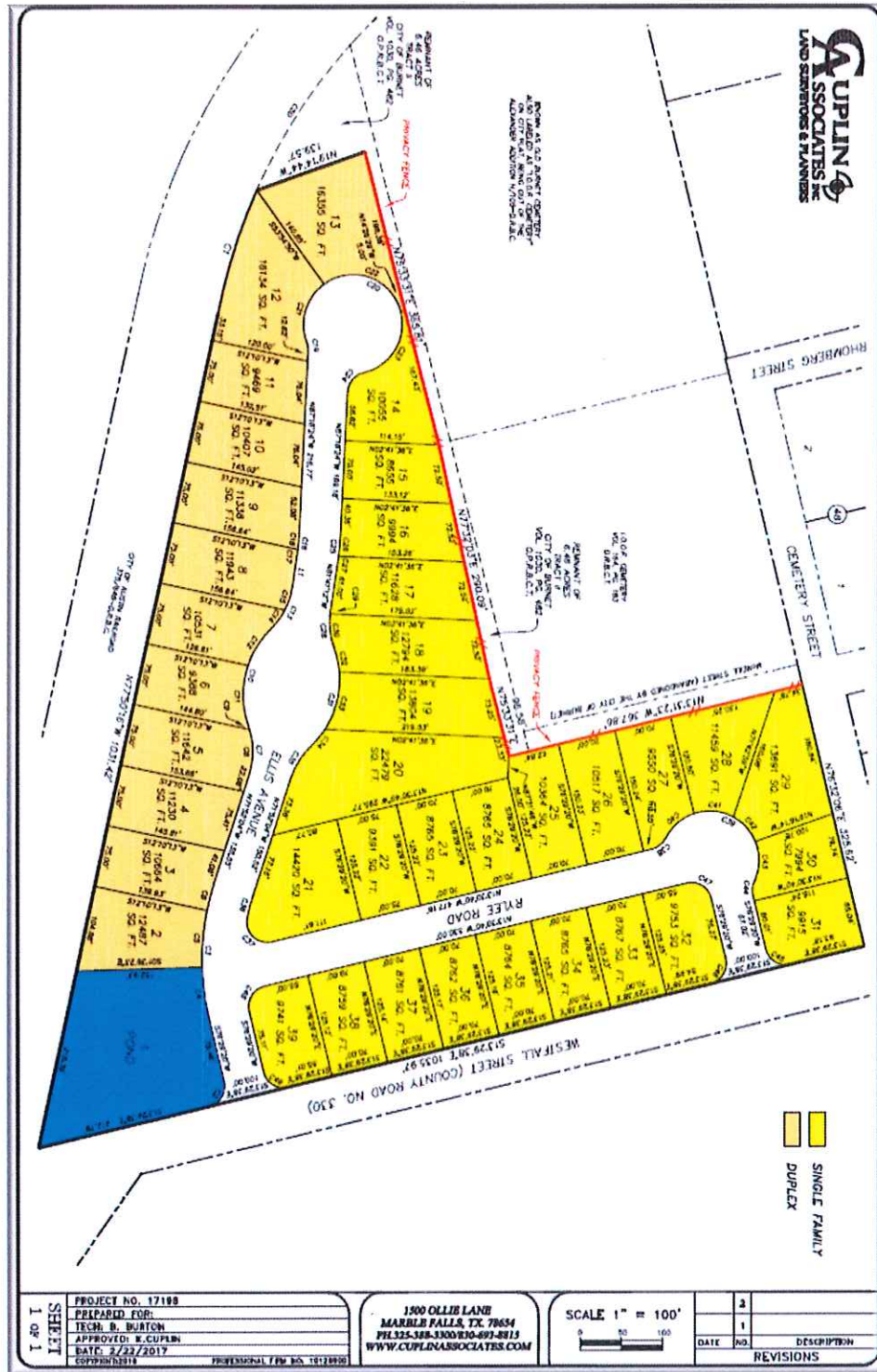
## EXHIBIT A

### 4.07 Acres – Location & Zoning





#### 4.07 Acres – Concept Plan



## EXHIBIT C

#### 4.07 Acres – Future Land Use



## Agricultural



## Residential



## Industrial





## Development Services

### ITEM 3.3

Mark S. Lewis  
Development Services Director  
(512)-715-3215  
mlewis@cityofburnet.com

## Agenda Item Brief

**Meeting Date:**

April 11, 2017

**Agenda Item:**

Public Hearing: The City Council will conduct a public hearing regarding a request to abandon the alley located in Block 8, Johnson Addition and those portions of the McNeil Street, Prairie Street, and Valley Street rights-of-way abutting Blocks 7 and 8, Johnson Addition

**Background:**

The rights-of-way in question are all located on an approximately 13-acre parcel of land owned by the City of Burnet (See Exhibits A&B). The streets are undeveloped. Neither the streets, nor the alley contain any utilities.

The City is abandoning the rights-of-way in order to facilitate development of the surrounding property as a mixed density, residential subdivision.

The abandonment request was considered by the Planning and Zoning Commission at its April 3, 2017 public hearing and regular meeting. No persons appeared to speak either for or against the requested to abandon. Following the public hearing, the Planning and Zoning Commission, by unanimous vote, recommended approval of the requested abandonments.

**Information:**

Right-of-way abandonment procedures are established by City Charter Section 10.11. Key elements of the abandonment procedure are as follows:

#### General Requirements

- The request must be considered in a Planning and Zoning Commission public hearing.
- The City must provide 30-day advance notice of the hearing.

- City Council will act on the Planning and Zoning Commission's recommendation
- If the Council determines that the right-of-way in question is not required for public use, it may offer to sell the r-o-w to an abutting property owner for fair value.

#### Specific Considerations

- Charter required notice of both the P&Z and upcoming City Council public hearings has been provided.
- The notices have not generated any responses.
- The rights-of-way, including the alley are not necessary for traffic circulation, or utility routing.
- Based on location and lack of connectivity, the street and alley rights-of-way under consideration are impediments to the orderly development and use of the property they cross.
- When rights-of-way are abandoned, they are typically absorbed into the private properties that abut them. The Charter requires compensation from the owners of those abutting properties.
- In the case of this request, the City is the sole abutting property owner. Compensation is therefore, not required.

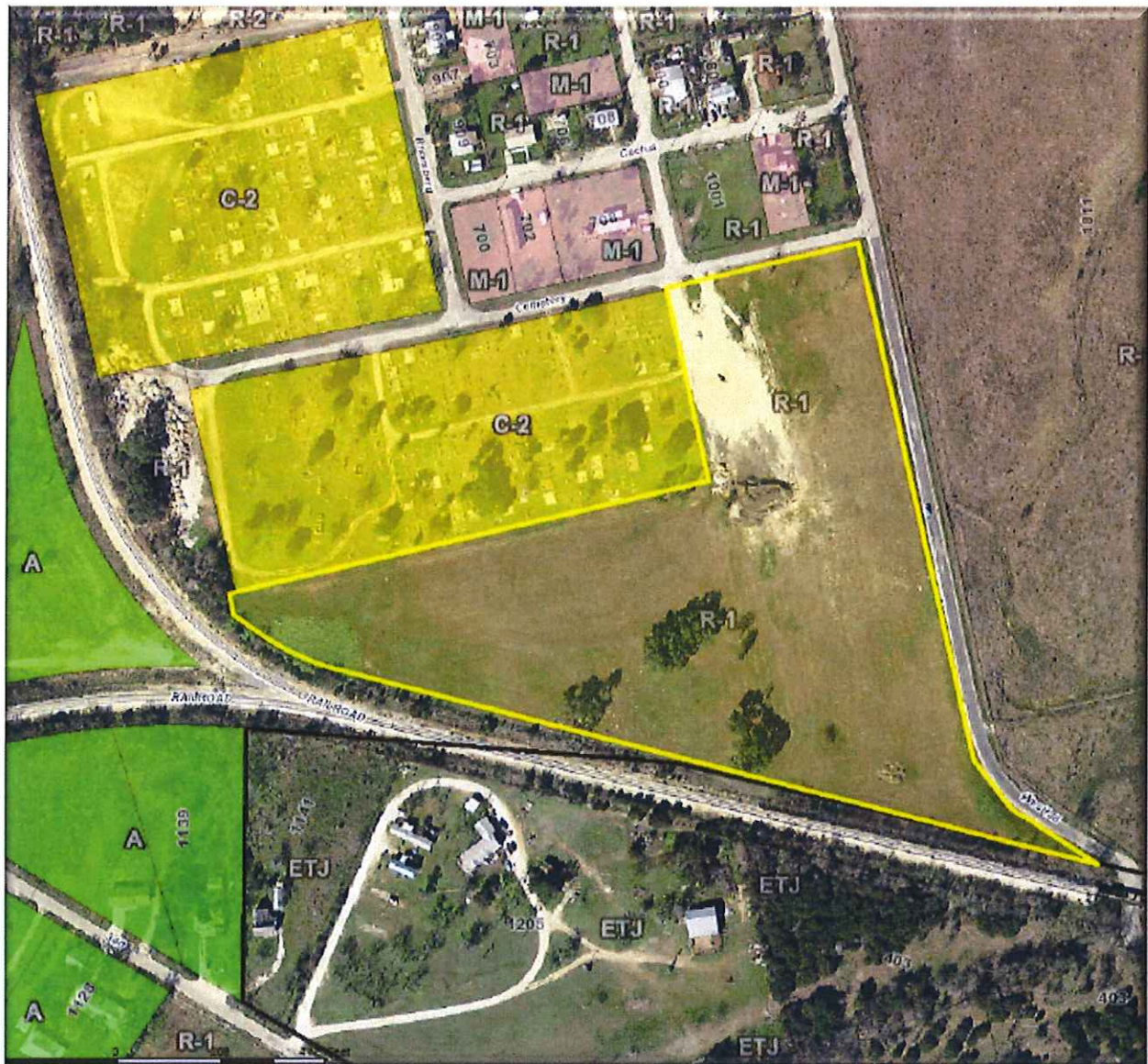
#### **Recommendation:**

Recommendation will be provided under the action item relating to this request.



## EXHIBIT A

### Property Location







## Police Department

### ITEM 4.1

Paul Nelson  
Police Chief  
(512)-756-6404  
pnelson@cityofburnet.com

## Agenda Item Brief

<b>Meeting Date:</b>	April 11, 2017
<b>Agenda Item:</b>	Discuss and consider action: Authorization to Purchase Motorola Portable radios for Police and Fire/EMS: P. Nelson
<b>Background:</b>	Emergency Services have used the Kenwood Portable radios for last 5-10 years. About four years ago, Burnet County Dispatch transitioned from a VHF system, to a P25 Trunking system, since that transition the Kenwood radios have underperformed on the new system. Due to the Kenwood radios underperforming, it has caused safety issues with the Police/Fire departments.
<b>Information:</b>	The Police Department has tested the Motorola APX600 against the Kenwood radios, and the Motorola radios have outperformed the Kenwood radios. Police/Fire is requesting to purchase 57 new Motorola Portable radios for all officers with each department.
<b>Fiscal Impact:</b>	The cost to purchase 57 radios for Phase One of the project Narrow Banding 25 will be \$201,771. The cost to purchase 57 radios for Phase Two of the project Very Narrow Banding 25 will be \$221,008. The current 2016/2017 Budget has \$210K for the radio transitioning.
<b>Recommendation:</b>	The staff recommends approval to purchase the Motorola Portables.





## Development Services

### ITEM 4.2

Mark S. Lewis  
Development Services Director  
(512)-715-3215  
mlewis@cityofburnet.com

### Agenda Item Brief

<b>Meeting Date:</b>	April 11, 2017
<b>Agenda Item:</b>	Discuss and consider action: FIRST READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 BY ASSIGNING MEDIUM COMMERCIAL – DISTRICT C-2 ZONING TO THE EAST ONE-HALF OF LOT 3, BLOCK 29, PETER KERR PORTION WHICH IS FURTHER DESCRIBED AS BEING 206 W. BRIER STREET; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: M. Lewis
<b>Background:</b>	The attached ordinance, if approved by City Council, will assign Medium Commercial – District C-2 zoning to the property addressed as 206 W. Brier Street.
<b>Information:</b>	All necessary precursor actions in the zoning process, including public notice, Planning and Zoning Commission public hearing, and City Council public hearing have been completed. It is appropriate that Council take action on the zone change ordinance at this time.
<b>Fiscal Impact:</b>	None
<b>Recommendation:</b>	Approve the first reading of Ordinance 2017-05 assigning Medium Commercial – District C-2 zoning to the property addressed as 206 W. Brier Street.



## **ORDINANCE NO. 2017-05**

**AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 BY ASSIGNING MEDIUM COMMERCIAL – DISTRICT C-2 ZONING TO THE EAST ONE-HALF OF LOT 3, BLOCK 29, PETER KERR PORTION WHICH IS FURTHER DESCRIBED AS BEING 206 W. BRIER STREET; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, The Planning and Zoning Commission of the City of Burnet, on April 3, 2017, did conduct a public hearing for the purpose of taking public comment regarding the proposal to assign Medium Commercial – District C-2 zoning to the east one-half of Lot 3, Block 29, Peter Kerr Portion which is further described as being 206 W Brier Street; and

**WHEREAS**, The City Council of the City of Burnet, on April 11, 2017 did conduct its own public hearing for the purpose of taking public comment regarding the same proposal to assign Medium Commercial – District C-2 zoning to said east one-half of Lot 3, Block 29, Peter Kerr Portion which is further described as being 206 W Brier Street; and

**WHEREAS**, The City Council, based on due consideration of the Planning and Zoning Commission recommendation as well as its own deliberations did determine that assigning Medium Commercial – District C-2 zoning to said east one-half of Lot 3, Block 29, Peter Kerr Portion which is further described as being 206 W Brier Street to be consistent with the City of Burnet Future Land Use Plan, consistent with development patterns in the surrounding area and consistent with the best public interest of the City;

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

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

**Section 2. Zoning Changed.** The east one-half of Lot 3, Block 29, Peter Kerr Portion which is further described as being 206 W Brier Street is hereby assigned a zoning designation of Medium Commercial – District C-2.

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

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

**Section 5. Effective Date.** That this ordinance is effective upon final passage and approval.

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

**PASSED AND APPROVED** on First Reading this 11<sup>th</sup> day of April, 2017.

**FINALLY PASSED AND APPROVED** on this 25<sup>th</sup> day of April, 2017.

**CITY OF BURNET, TEXAS**

\_\_\_\_\_  
Gary Wideman, Mayor

**ATTEST:**

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



## Development Services

### ITEM 4.3

Mark S. Lewis  
Development Services Director  
(512)-715-3215  
mlewis@cityofburnet.com

## Agenda Item Brief

<b>Meeting Date:</b>	April 11, 2017
<b>Agenda Item:</b>	Discuss and consider action: FIRST READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 BY ASSIGNING DUPLEX – DISTRICT R-2 ZONING TO 4.07 ACRES OUT OF THE SARAH ANN GUEST SURVEY, NO 1502, ABSTRACT NO. 1525, AND THE B.B. CASTLEBERRY SURVEY NO. 2, ABASTRCT 187; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: M. Lewis
<b>Background:</b>	The attached ordinance, if approved by City Council, will assign Duplex – District R-2 zoning to the property addressed as 206 W. Brier Street.
<b>Information:</b>	All necessary precursor actions in the zoning process, including public notice, Planning and Zoning Commission public hearing, and City Council public hearing have been completed. It is appropriate that Council take action on the zone change ordinance at this time.
<b>Fiscal Impact:</b>	None
<b>Recommendation:</b>	Approve the first reading of the ordinance assigning Duplex – District R-2 zoning to the 4.07 acres of property described in the caption of this report.



## **ORDINANCE NO. 2017-06**

**AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 BY ASSIGNING DUPLEX – DISTRICT R-2 ZONING TO 4.07 ACRES OUT OF THE SARAH ANN GUEST SURVEY, NO 1502, ABSTRACT NO. 1525, AND THE B.B. CASTLEBERRY SURVEY NO. 2, ABSTRACT 187; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, The Planning and Zoning Commission of the City of Burnet, on April 3, 2017, did conduct a public hearing for the purpose of taking public comment regarding the proposal to assign Duplex – District R-2 zoning to that 4.07 acres of land out of the Sarah Ann Guest and B.B. Castleberry Surveys of property more completely described herein; and

**WHEREAS**, The City Council of the City of Burnet, on April 11, 2017 did conduct its own public hearing for the purpose of taking public comment regarding the same proposal to assign Duplex – District R-2 zoning to said 4.07-acres of land; and

**WHEREAS**, The City Council, based on due consideration of the Planning and Zoning Commission recommendation as well as its own deliberations did determine that assigning Duplex – District R-2 zoning to said 4.07-acres of land to be consistent with the City of Burnet Future Land Use Plan, consistent with development patterns in the surrounding area and consistent with the best public interest of the City;

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

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

**Section 2. Zoning Changed.** A zoning designation of Duplex – District R-2 is hereby assigned to that 4.07-acres of land out of the Sarah Ann Guest Survey, No.1503, Abstract No. 1525, and the B.B. Castleberry Survey No. 2, Abstract 187 more particularly described by Exhibit A, a copy of which is attached hereto and incorporated for all purposes herein.

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

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

**Section 5. Effective Date.** That this ordinance is effective upon final passage and approval.

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

**PASSED AND APPROVED** on First Reading this 11<sup>th</sup> day of April, 2017.

**FINALLY PASSED AND APPROVED** on this 25<sup>th</sup> day of April, 2017.

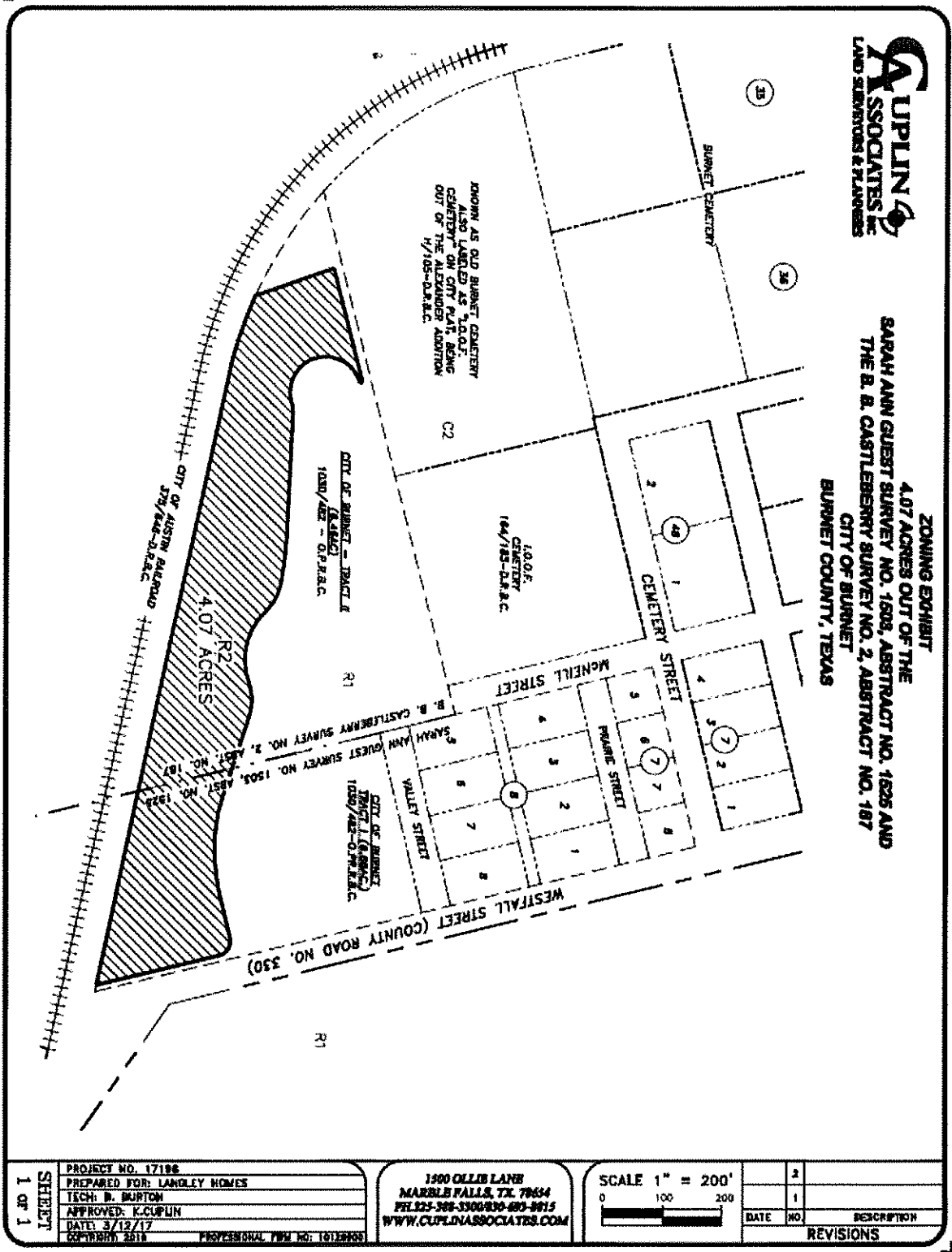
**CITY OF BURNET, TEXAS**

\_\_\_\_\_  
Gary Wideman, Mayor

**ATTEST:**

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

# EXHIBIT A







## Planning & Zoning

### ITEM 4.4

Mark S. Lewis  
Development Services Director  
(512)-715-3215  
mlewis@cityofburnet.com

## Agenda Item Brief

**Meeting Date:** April 11, 2017

**Agenda Item:** Discuss and consider action: FIRST READING OF AN ORDINANCE ABANDONING THE ALLEY LOCATED IN BLOCK 8; JOHNSON ADDITION AND THOSE PORTIONS THE MCNEIL STREET, PRAIRIE STREET AND VALLEY STREET RIGHTS-OF-WAY ABUTTING BLOCKS 7 AND 8, JOHNSON ADDITION; ABANDONING SAID ALLEY AND STREET RIGHTS-OF-WAY IN FAVOR OF THE ABUTTING PROPERTY OWNER; DIRECTING THE CITY SECRETARY TO CAUSE THIS ORDINANCE TO BE RECORDED IN THE DEED RECORDS OF BURNET COUNTY; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE:  
M.Lewis

**Background:** The request for abandonment of the street and alley rights-of-way described above have been brought forward to City Council with a unanimous Planning and Zoning Commission recommendation for approval. Staff concurs with the Commission's recommendation.

**Information:** City Charter Section 10.11 establishes requirements and procedures for alley abandonment. This request satisfies those requirements and processes.

**Fiscal Impact:** None

**Recommendation:** Approve the first reading Ordinance 2017-047 abandoning the street and alley rights-of-way as presented.

## **ORDINANCE NO. 2017-04**

**AN ORDINANCE ABANDONING THE ALLEY LOCATED IN BLOCK 8; JOHNSON ADDITION AND THOSE PORTIONS THE MCNEIL STREET, PRAIRIE STREET AND VALLEY STREET RIGHTS-OF-WAY ABUTTING BLOCKS 7 AND 8, JOHNSON ADDITION; ABANDONING SAID ALLEY AND STREET RIGHTS-OF-WAY IN FAVOR OF THE ABUTTING PROPERTY OWNER; DIRECTING THE CITY SECRETARY TO CAUSE THIS ORDINANCE TO BE RECORDED IN THE DEED RECORDS OF BURNET COUNTY; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, The City Council of the City of Burnet has determined that abandonment of those street and alley rights-of-way referenced herein to be in the best public interest; and

**WHEREAS**, Whereas the City of Burnet as the owner of all abutting properties, holds title to the property underlying said public right-of-way; and

**WHEREAS**; the City of Burnet has expressed a desire to see said public right-of-way abandoned;

**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. Abandonment of Street Rights-of-way.** Those portions of the McNeil Street, Prairie Street and Valley Street rights-of-way located adjacent to Blocks 7 and 8 of the Johnson Addition to the City of Burnet and more particularly described on the Cuplin and Associates, Inc. survey identified as project number 16858, a copy of which is attached hereto as Exhibit A and incorporated for all purposes herein, are hereby abandoned in favor of the City of Burnet, the abutting property owner.

**Section 3. Abandonment of Alley Right-of-way.** That alley located in Block 8 of the Johnson Addition to the City of Burnet and more particularly described on the Cuplin and Associates, Inc. survey identified as project number 16858, a copy of which is attached hereto as Exhibit A and incorporated for all purposes herein, is hereby abandoned in favor of the City of Burnet, the abutting property owner.

**Section 4. Abandonment Recorded.** The City Secretary of the City of Burnet is hereby directed, upon its final passage, to cause this ordinance to be recorded in the Deed Records of Burnet County.

**Section 5. Repealer.** That other ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent that they are in conflict.

**Section 6. Severability.** That should any provisions of this ordinance be held void or unconstitutional, it is hereby provided that all other parts of the same which are not held void or unconstitutional shall remain in full force and effect.

**Section 7. Effective Date.** That this ordinance is effective upon final passage and approval.

**Section 8. Open Meetings.** That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meeting Act, Chapter. 551, Loc. Gov't. Code.

**PASSED AND APPROVED** on First Reading this 11<sup>th</sup> day of April, 2017.

**FINALLY PASSED AND APPROVED** on this 25<sup>th</sup> day of April 2017.

**CITY OF BURNET, TEXAS**

\_\_\_\_\_  
Gary Wideman, Mayor

**ATTEST:**

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







## Planning & Zoning

### ITEM 4.5

Mark S. Lewis  
Community Development Director  
(512)-715-3215  
mlewis@cityofburnet.com

## Agenda Item Brief

**Meeting Date:** April 11, 2017

**Agenda Item:** Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS, PROVIDING FOR THE EXTENSION OF THE CITY OF THE CITY LIMITS BY VOLUNTARY ANNEXATION, OF 1.96 ACRES OF LAND OUT OF THE B.B. CASTLEBERRY SURVEY NUMBER 2, ABSTRACT NUMBER 187, BURNET COUNTY, TEXAS SAME BEING THAT CERTAIN Q CRAWFORD PROPERTY DEVELOPMENT LLC. CALLED 1.8 ACRE TRACT RECORDED IN DOCUMENT NUMBER 20160695, OFFICIAL PUBLIC RECORDS, BURNET COUNTY, TEXAS; DIRECTING THE CITY SECRETARY TO FILE THIS ORDINANCE WITH THE COUNTY CLERK OF THE COUNTY OF BURNET; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: M. Lewis

**Background:** Property owner Q Crawford Property Development has petitioned for voluntary annexation of an approximately two-acre tract located in the 1100 block of CR 340 (Mormon Mill Road) (See Exhibit A). The property is an unpopulated tract that is eligible for annexation under the terms of Local Government Code (LGC) Section 43.028.

**Information:** LGC Sec. 43.028 allows a qualifying, non-populated tract to be annexed by ordinance, if:

“After the 5<sup>th</sup> day, but on or before the 30<sup>th</sup> day after the date the petition is filed, the governing body shall hear the petition and the arguments for and against the annexation and shall grant or refuse the petition as the governing body considers appropriate.

This provision applies to an area that is:

1. One-half mile or less in width;
2. Contiguous to the annexing municipality; and
3. Vacant and without residents, or on which fewer than three qualified voters reside.

The Q Crawford petition was submitted on March 17, 2017, a date between 5 and 30 days prior to City Council's hearing (See Exhibit B). The property is less than one-half mile in any dimension and is an unpopulated tract.

**Fiscal Impact:**

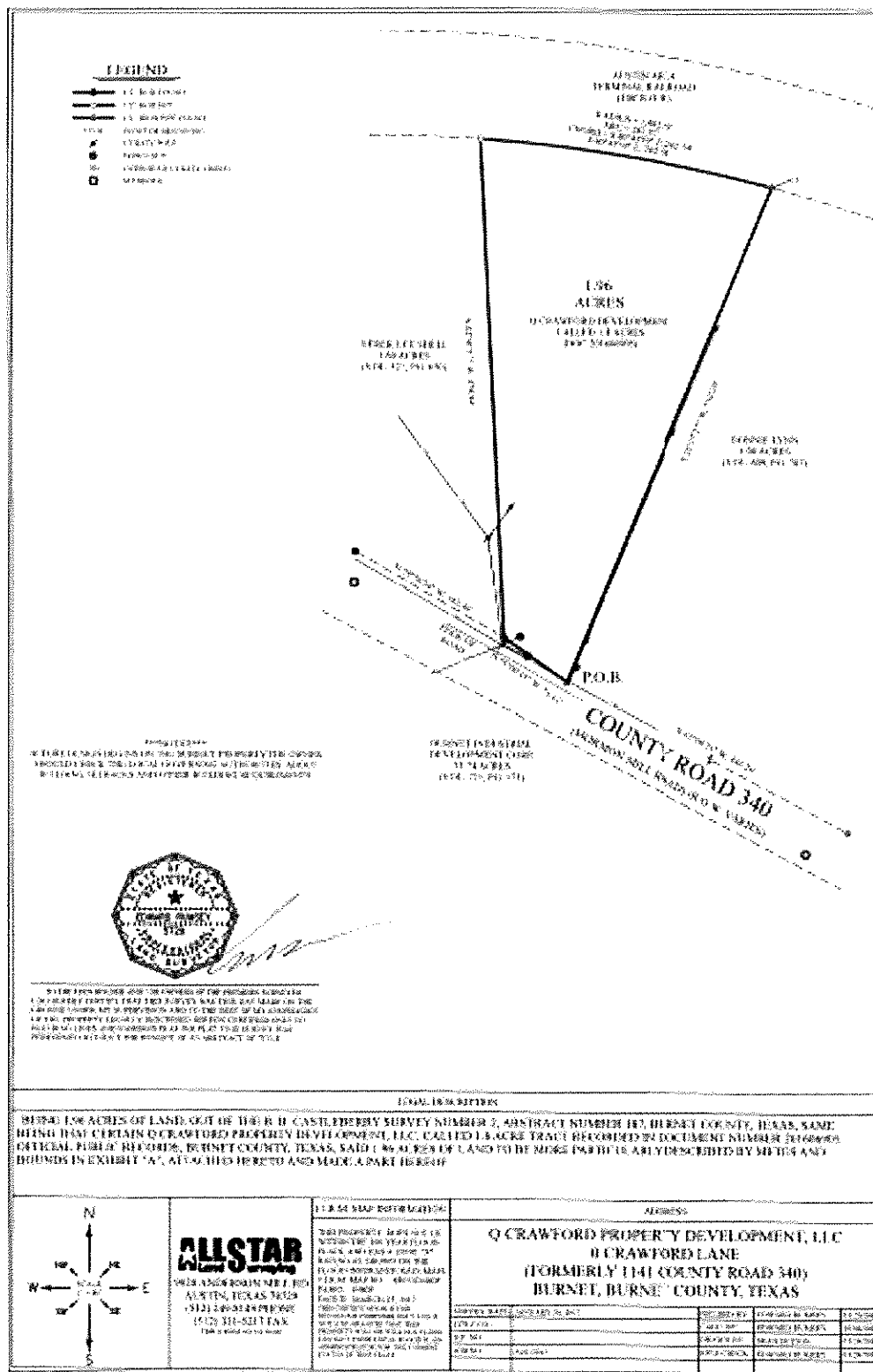
Staff has verified that ESD7 has not taken on any debt to which the City would be liable.

**Recommendation:**

Approve the first reading of ordinance 2017-07 as presented, annexing the property as described in the item brief caption.



**EXHIBIT A**



## EXHIBIT B



241 STANBERRY LANE. BURNET, TEXAS 78611. 512-845-4183

Date: March 17, 2017

To: Mr. Mark Lewis – City of Burnet

Mr. Lewis,

Please accept this letter as a formal request for Voluntary annexation of our property located at 1141 CR340 in Burnet Texas, Burnet County. The property as you know is currently undergoing a Sub-division re-plat with the LCRA and the City of Burnet. The property will be converted to five (5) individual Residential lots with "My Town" homes built on each lot. The property is currently located in the ETJ and has access to City of Burnet Water and Sewer utilities. PEC Electric will be the service provider for each of these lots and all applications with PEC have been submitted, approved, and pending construction.

Marcus Horner with MWH Engineering is the Engineer of record. Mr. Horner will provide all necessary documentation as needed for this Voluntary annexation request.

Eddie Rumsey with Allstar Land Surveying is the Surveyor of record. Mr. Rumsey will provide all necessary documentation as needed for this Voluntary annexation request.

Coe Pratt is the Vice President of Q. Crawford Property Development LLC and has full authority to make this Voluntary annexation request on behalf of the company.

If you should have any further questions regarding this request please feel free to contact us at your convenience.

Best Regards,

A handwritten signature in black ink, appearing to read 'Coe D Pratt'.

Coe D Pratt – VP

cc: Marcus Horner / Eddie Rumsey

## **ORDINANCE NO. 2017-07**

**AN ORDINANCE OF THE CITY OF BURNET, TEXAS, PROVIDING FOR THE EXTENSION OF THE CITY OF THE CITY LIMITS BY VOLUNTARY ANNEXATION, OF 1.96 ACRES OF LAND OUT OF THE B.B. CASTLEBERRY SURVEY NUMBER 2, ABSTRACT NUMBER 187, BURNET COUNTY, TEXAS SAME BEING THAT CERTAIN Q CRAWFORD PROPERTY DEVELOPMENT LLC. CALLED 1.8 ACRE TRACT RECORDED IN DOCUMENT NUMBER 20160695, OFFICIAL PUBLIC RECORDS, BURNET COUNTY, TEXAS; DIRECTING THE CITY SECRETARY TO FILE THIS ORDINANCE WITH THE COUNTY CLERK OF THE COUNTY OF BURNET; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Burnet, Texas received a petition requesting annexation from Q Crawford Property Development LLC, the owner of the tract of property described herein and on which fewer than three qualified voters reside, and

**WHEREAS**, the Texas Local Government Code Section 43.028 authorizes the City of Burnet to annex sparsely occupied areas on petition of the area's landowners; and

**WHEREAS**, in accordance with state law, the above-described petition from Q Crawford Property Development LLC was filed with the City of Burnet on March 17, 2017; and

**WHEREAS**, the City Council of the City of Burnet, believing that the above-described petition was properly filed pursuant to Texas Local Government Code 43.028 and is in the best interest of the City of Burnet, accepted said petition on said 17<sup>th</sup> day of March 2017; and

**WHEREAS**, the City Council did hear said petition on April 11, 2017, a date more than five-days, but less than 30-days from the date on which the petition was filed.

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

**SECTION 1: Petition Accepted.** The petition presented by Q Crawford Property Development LLC seeking annexation of the described, unpopulated tract, is hereby accepted by City Council, a copy of said petition being attached hereto as Exhibit A and incorporated by reference for all purposes herein.

**SECTION 2: Annexation.** The tract of land and territory which is the subject of the Q Crawford Property Development LLC petition and which is more particularly described by field notes and graphic exhibit attached hereto as Exhibit "B" and incorporated by reference for all purposes herein, is hereby annexed to the City of Burnet, Burnet County, Texas. The boundary limits of the City of Burnet, Texas, are hereby extended



to include the above described territory within the Municipal Limits of the City of Burnet, Texas, and persons residing within the same shall be inhabitants thereof shall hereafter be entitled to all rights and privileges of other citizens of the City of Burnet, Texas, and shall be bound by the acts, ordinances, resolutions and regulations of the City of Burnet.

**SECTION 4: Filing** The City Secretary is hereby directed to file with the County Clerk of Burnet County, Texas, a certified copy of this Ordinance.

**SECTION 5: Severability.** If for any reason any section, paragraph, subdivision, clause, phrase, word, or other provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word, or provision of this ordinance, for it is the definite intent of this Council that every section, paragraph, subdivision, clause phrase, word, or provision hereof shall be given full force and effect for its purpose.

**SECTION 6: Effective Date.** This ordinance becomes effective upon its approval by City Council at second and final reading.

**PASSED AND APPROVED** on First Reading this the 11<sup>th</sup> day of April, 2017.

**FINALLY PASSED AND APPROVED** on this 25<sup>th</sup> day of April, 2017.

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Gary Wideman, Mayor

ATTEST:

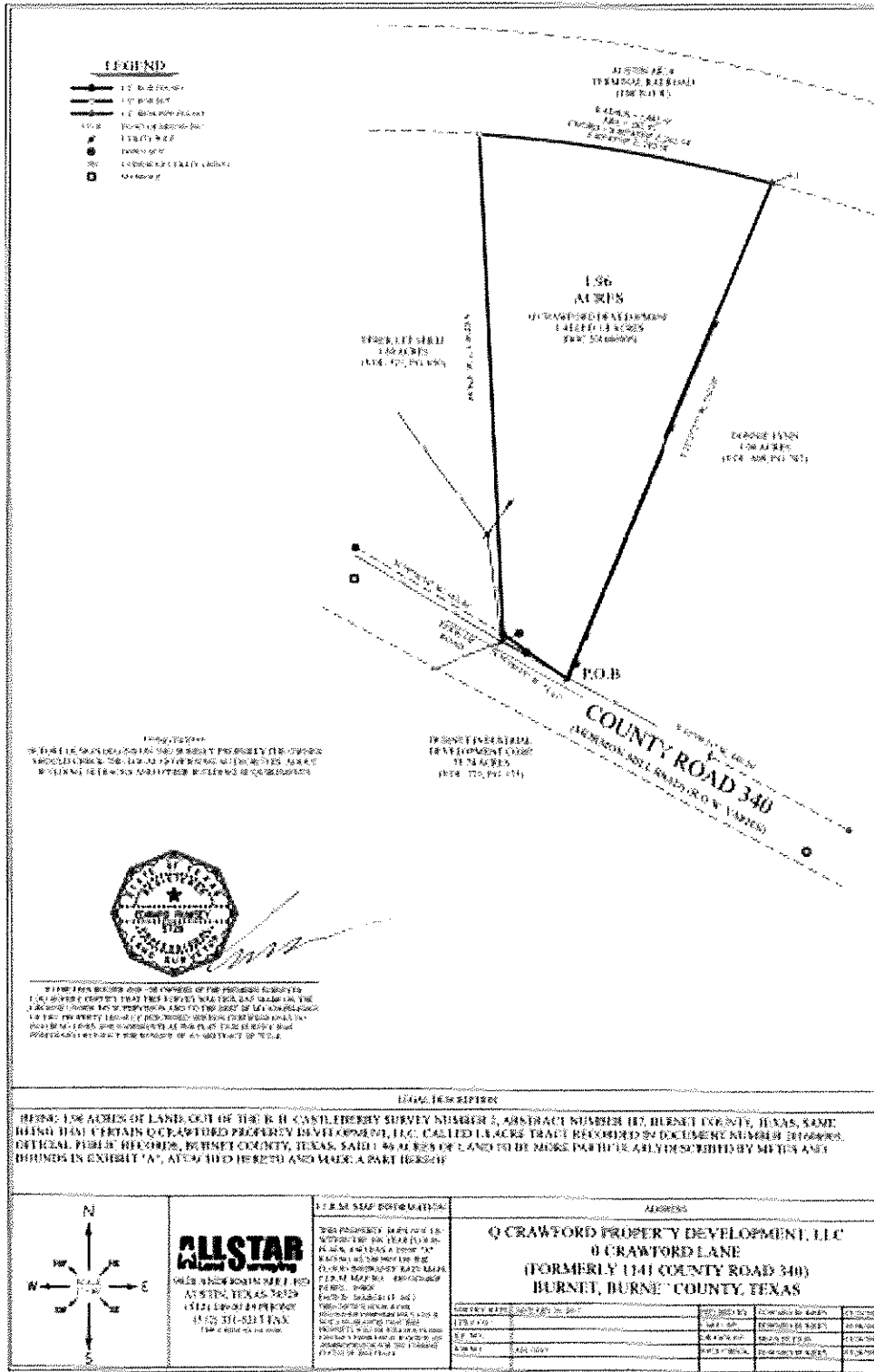
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Kelly Dix, City Secretary

**Q.CRAWFORD**  
PROPERTY DEVELOPMENT LLC

cc: Marcus Horner / Eddie Rumsey

**EXHIBIT B**  
**PAGE 1 of 2**



**EXHIBIT B**  
**Page 2 of 2**

BEING 1.96 ACRES OF LAND, OUT OF THE B. B. CASTLEBERRY SURVEY NUMBER 2, ABSTRACT NUMBER 187, BURNET COUNTY, TEXAS, SAME BEING THAT CERTAIN Q CRAWFORD PROPERTY DEVELOPMENT, LLC. CALLED 1.8 ACRE TRACT RECORDED IN DOCUMENT NUMBER 201606905, OFFICIAL PUBLIC RECORDS, BURNET COUNTY, TEXAS, SAID 1.96 ACRES OF LAND TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

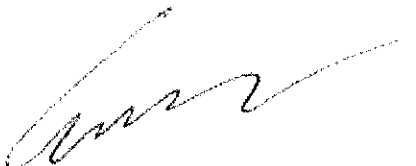
BEGINNING at an iron pipe found at the northerly right-of-way line of County Road 340, at the southwest corner of that certain Donnie Lynn 5.00 acre tract recorded in Volume 609, Page 787, Official Public Records, said county, same being the southeast corner of said 1.8 tract for the southeast corner hereof;

THENCE North 55 degrees 00 minutes 35 seconds West, along said right-of-way line and the southerly line of said 1.8 acre tract, 73.61 feet to an iron rod found in said line, at the southeast corner of that certain Derek Lee Shell 1.60 acre tract recorded in Volume 521, Page 650, Deed Records, said county, same being the southwest corner of said 1.8 acre tract, for the southwest corner hereof;

THENCE North 02 degrees 41 minutes 17 seconds West, along the easterly line of said 1.60 acre tract and the westerly line of said 1.8 acre tract, 474.78 feet to an iron rod set in the southerly right-of-way line of the Austin Area Terminal Railroad, being in a curve to the right having a radius of 1,482.49 feet, at the northeast corner of said 1.60 acre tract, same being the northwest corner of said 1.8 acre tract, for the northwest corner hereof;

THENCE along said right-of-way line and the northerly line of said 1.8 acre tract, along said curve to the right whose chord bears, South 80 degrees 43 minutes 59 seconds East, 282.54 feet to an iron rod set in said line, at the northwest corner of said 5.00 acre tract, same being the northeast corner of said 1.8 acre tract, for the northeast corner hereof;

THENCE south 22 degrees 37 minutes 17 seconds West, along the westerly line of said 5.00 acre tract and the easterly line of said 1.8 acre tract, 510.29 feet to the POINT OF BEGINNING.



Edward Rumsey  
R.P.L.S. # 5729  
Job# A0813616

1-24-17

Date







## Administration

## ITEM 4.6

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

### Agenda Item Brief

**Meeting Date:** April 11, 2017

**Agenda Item:** Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS, CREATING AN AIRPORT ADVISORY BOARD FOR THE CITY OF BURNET; DESCRIBING ITS POWERS, DUTIES, AND ESTABLISHING THE TERMS OF OFFICE OF ITS MEMBERS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE AND AN OPEN MEETINGS CLAUSE; AND PROVIDING RELATED MATTERS: K. Dix

**Background:** Staff is currently in the process of a review of policy and procedures. The creation of the Airport Advisory Committee was established by Resolution in 1989, amended by resolution in 2006 and 2014 respectively. All of the City Boards and Commissions have been created by ordinance. After review by the City Attorney it was recommended to create the Airport Advisory Board by Ordinance to provide continuity in City procedures.

**Information:**

**Fiscal Impact:** None

**Recommendation:** Staff recommends approval of the first reading of Ordinance 2017-08 as presented.

## **ORDINANCE NO. 2017-08**

**AN ORDINANCE OF THE CITY OF BURNET, TEXAS, CREATING AN AIRPORT ADVISORY BOARD FOR THE CITY OF BURNET; DESCRIBING ITS POWERS, DUTIES, AND ESTABLISHING THE TERMS OF OFFICE OF ITS MEMBERS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE AND AN OPEN MEETINGS CLAUSE; AND PROVIDING RELATED MATTERS.**

**WHEREAS**, The city owned Kate Craddock Field, Burnet Municipal Airport provides, or causes to be provided, municipal airport services to the general public.

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

**Section 1. Findings.** The foregoing recitals are hereby adopted by the City Council and made a part here of for all purposes as findings of fact.

**Section 2. Establishment, Composition and Officers.**

- (a) There is hereby established an Airport Advisory Board of Directors (the "Board).
- (b) The Board shall consist of seven members; one of which shall be a member of the City of Burnet staff, one shall be a member of the City Council or a City staff member or the Field Based Operator appointed in their stead, and five at-large members. The at-large members shall be appointed by the City Council. For the initial terms, three at-large directors shall serve two year terms and three shall serve a one-year term after which all terms for at-large members shall be two years. In the event a director leaves prior to the expiration of his/her term, the City Council shall appoint a director to fill the un-expired term.
- (c) All at-large Board members shall have a known and demonstrated interest or knowledge of airport operations.
- (d) Officers of the Board shall be the President, Vice-President and Secretary and shall be elected by and from the members of the Board annually.
- (e) The Board shall be subject to the City of Burnet Code of Ethics.
- (f) The Board shall meet at least monthly, if business is at hand. Special meetings may be called at any time by the President, City staff member, or on the written request of any two Board members.

- (g) A quorum of the Board is required for the transaction of business and shall consist of not less than a majority of the currently sitting membership of the Board.
- (h) The President shall be the Executive Officer for the Board. He/she shall preside at board meetings and, with the approval of the Board, appoint committees, task forces, and chairmen; act as a liaison to the City Council as needed to do the business of the Board; serve on Board committees as requested by the Board and deemed appropriate; sign official documents on behalf of the Board; and perform other such duties as may pertain to the office. The President shall submit an annual activity and progress report to the City Council.
- (i) The Vice-President shall preside at all meetings in the case of the absence of the President; he/she shall possess all of the duties and responsibilities of the President in the event of absence, resignation or death of the President.
- (j) The Secretary shall record the minutes of all the meetings; assist the President in arrangement and notification of meetings, necessary correspondence and reports; where required, co-sign with the President where required, any contracts or instruments designated by the Board as pertaining to the business of the Board; perform any other duties normally pertaining to the office as requested by the Board.
- (k) Committee chairmen shall lead their committee members in the execution of those tasks assigned to them by the Board as they pertain to the business of the Board.
- (l) No person may be appointed to the Board who is related within the second degree by affinity (marriage) or within the third degree by consanguinity (blood) to any other member of Board or City Council. In the event that City Council adopts nepotism rules generally applicable to boards and commissions the Board shall comply with either this subsection or such general nepotism rules whichever is stricter.
- (m) All Board meetings shall comply with the Texas Open Meetings Act.

**Section 7. Duties and Responsibilities.** The Airport Advisory Board shall act in an advisory capacity to the City Manager and City Council. The Board shall be responsible for developing policy recommendations regarding the development of the airport and providing guidance and direction concerning matters as defined in the rules and adopted by-laws approved by the City Council. Operations of the Airport shall remain the responsibility of the City Staff reporting to the City Council.

**Section 8. Severability.** It is hereby declared to be the intention of the City Council that the section, paragraphs, sentences, clauses and phrases of the Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this

Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

**Section 3. Effective Date.** This ordinance shall be in force and effect from and after its final passage on second reading on the date shown below.

**Section 4. Open Meetings.** It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551, Texas Government Code.

**Approved** on the first reading this the 11<sup>th</sup> day of April, 2017.

**Approved and Adopted** on the second and final reading this 25<sup>th</sup> day of April, 2017.

**CITY OF BURNET, TEXAS**

\_\_\_\_\_  
Gary Wideman, Mayor

ATTEST:

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





## Finance Department

## ITEM 4.7

Connie Maxwell  
Director of Budget/Special Projects  
(512) 715-3219  
cmaxwell@cityofburnet.com

### Agenda Item Brief

**Meeting Date:** April 11, 1017

**Agenda Item:** Discuss and consider action: A RESOLUTION FINDING PUBLIC NECESITY TO USE COLLECTED IMPACT FEES TO FUND DEBT SERVICE PAYMENT ON THE WASTEWATER TREATMENT PLANT: C. Maxwell

**Background:** The 2016/17 FY Budget included the use of \$40,000 of impact fees to fund the debt service payment on the Wastewater Plant.

**Information:**

**Fiscal Impact:** None

**Recommendation:** Staff recommends approval of resolution number R2017-08 adopting the resolution for use of wastewater impact fees as presented.

**RESOLUTION NO. R2017-08**

**A RESOLUTION OF THE CITY OF BURNET FINDING PUBLIC  
NECESSITY TO USE COLLECTED IMPACT FEES TO FUND  
DEBT SERVICE PAYMENT ON THE WASTEWATER  
TREATMENT PLANT:**

**WHEREAS**, the City Council has adopted a Capital Improvement Plan ("CIP") describing the existing capital improvements within the service area and the costs to upgrade, update, improve, expand, or replace the improvements to meet existing needs and usage and stricter safety, efficiency, environmental, or regulatory standards as prepared by a qualified professional engineer.

**WHEREAS**, the City Council has determined the CIP serves as a guide to provide infrastructure services to the future population.

**WHEREAS**, the City Council has collected impact fees in accordance with State law;

**WHEREAS**, the City Council has determined that growth and development will cause capacity issues and has expended funds for the expansion of the Wastewater Treatment Plant in accordance with the CIP;

**WHEREAS**, the City has currently collected more than \$35,000 in Wastewater Impact Fees related to the cost of the expansion of the Wastewater Treatment Plant;

**WHEREAS**, the City Council has determined it necessary to expend such funds towards the annual debt service payment associated with the expansion of the Wastewater Treatment Plant;

**WHEREAS**, this Resolution is necessary for the imposition of expenditure of impact fees to prevent undue burden on its citizens and to adequately address infrastructure growth as a result of new development.

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

**Section one.** The City of Burnet shall use impact fees previously collected for debt service payments associated with the expansion of the Wastewater Treatment Plant.

**Section two.** The City of Burnet shall use impact fees previously collected to pay the debt service referenced in section one, in an amount not to exceed \$40,000.00 without further council approval.

**PASSED AND ADOPTED** this 11th day of April, 2017.

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Gary Wideman, Mayor  
City of Burnet

**ATTEST:**

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Kelly Dix, City Secretary  
City of Burnet



## Administration

## ITEM 6.1

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

### Agenda Item Brief

**Meeting Date:** April 11, 2017

**Agenda Item:** Executive Session: The Council reserves the right to enter into closed session in accordance with the provision of the Open Meetings Act, Texas Government Code, Chapter 551, Subsection 551.072; Deliberations Regarding Real Property: pertaining to economic development incentives for the development of thirteen acres of land on the corner of Westfall and Cemetery Streets, owned by the City of Burnet: D. Vaughn

**Background:**

**Information:**

**Fiscal Impact:**

**Recommendation:** To be determined by Council.





## Administration

## ITEM 6.2

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

### Agenda Item Brief

**Meeting Date:** April 11, 2017

**Agenda Item:** Executive Session: The Council reserves the right to enter into closed session in accordance with the provision of the Open Meetings Act, Texas Government Code, Chapter 551, Subsection 551.072; Deliberations Regarding Real Property: pertaining to the possible purchase of approximately 6 acres of land from the Franklin I. Fickett Charitable Foundation, further described as four tracts at the corner of Hwy. 29 East and Leffingwell Lane: D. Vaughn

**Background:**

**Information:**

**Fiscal Impact:**

**Recommendation:** To be determined by Council.



## Administration

## ITEM 6.3

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

### Agenda Item Brief

**Meeting Date:** April 11, 2017

**Agenda Item:** Executive Session: The City of Burnet City Council shall meet in Executive Session in accordance to the provision of the Open Meetings Act, Texas Government Code, Chapter 551, and Sub-section 551.074(a) regarding deliberation on the appointment, employment, evaluation, reassignment, and duties of the City Manager, David Vaughn: Mayor Wideman

**Background:**

**Information:** An Executive Session will be held with the City Council to discuss the position of City Manager. City Council will determine if action shall be taken on the issue listed.

**Fiscal Impact:** To be determined

**Recommendation:** To be determined



## Administration

## ITEM 7.1

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

### Agenda Item Brief

**Meeting Date:** April 11, 2017

**Agenda Item:** Discuss and consider action: Pertaining to economic development incentives for the development of the thirteen acres of land on the corner of Westfall and Cemetery Streets, owned by the City of Burnet: D. Vaughn

**Background:**

**Information:**

**Fiscal Impact:**

**Recommendation:** To be determined by Council.



## Administration Department

## ITEM 7.2

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

### Agenda Item Brief

<b>Meeting Date:</b>	April 11, 2017
<b>Agenda Item:</b>	Discuss and consider action: Authorization to purchase approximately 6 acres of land from the Franklin I. Fickett Charitable Foundation, further described as four tracts of land located at the corner of Hwy. 29 East and Leffingwell Lane: D. Vaughn
<b>Background:</b>	
<b>Information:</b>	
<b>Fiscal Impact:</b>	None
<b>Recommendation:</b>	Staff recommends the authorization for the City Manager to execute the attached contract for the purchase of the property from the Frank I. Fickett Charitable Foundation as presented.



## Real Estate Sales Contract

This contract to buy and sell real property is between Seller and Buyer as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as parties to this contract and by Title Company to acknowledge receipt of the Earnest Money. Buyer must deliver the Earnest Money to Title Company and obtain Title Company's signature before the Earnest Money Deadline provided in paragraph A.1. for this contract to be effective. If the Earnest Money is paid by check and payment on presentation is refused, Buyer is in default.

**Seller:** The Franklin I. Fickett Charitable Foundation.

Address: 100 Congress Avenue, Suite 1100, Austin, Texas 78701 % Edward C. Small, President

Phone: (512) 236-2370

Fax: (512) 236-

E-mail: esmall@jw.com

Type of entity: A Texas Non-Profit Corporation

**Seller's Attorney:** Steve Martens

Address: 100 Congress Avenue, Suite 1100, Austin, Texas 78701

Phone: (512) 236-2322

Fax: (512) 391-2128

E-mail: smartens@jw.com

**Seller's Broker:** None

**Buyer:** City of Burnet

Address: P. O. Box 1369, Burnet, Burnet County, TX 78611 % David Vaughn, City Manager

Phone: (512) 756-6093

Fax: (512) 756-8560

Email: dvaughn@cityofburnet.com

Type of entity: A municipality formed in the state of Texas.

**Buyer's Attorney:** Habib H. Erkan Jr.

Address: Denton, Navarro, Rocha & Bernal, P.C., 2517 N. Main Avenue,  
San Antonio, Texas 78212

Phone: (210) 227-3243

Fax: (210) 225-4481

Email: [habib.erkar@rampage-sa.com](mailto:habib.erkar@rampage-sa.com)

**Buyer's Broker:** None

**Property:** LOT NOS. 1A, 2A AND 3A AS SHOWN ON A REPLAT OF LOT NOS. 1 THRU 5 AND LOT NO. 8, EAST SIDE COMMERCIAL PARK, RECORDED IN CABINET 4, SLIDE 108 A, B, C & D OF THE PLAT RECORDS OF BURNET COUNTY, TEXAS, LOT NO. 6 OF EAST SIDE COMMERCIAL PARK, RECORDED IN CABINET 3, SLIDES 126 C & D AND 127 A & B OF THE PLAT RECORDS OF BURNET COUNTY, TEXAS AND LOT NO. 8B AS SHOWN ON THE PLAT OF LOT NOS. 7A & 8B, RECORDED IN DOCUMENT NO. 201602915 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS AND MORE FULLY DESCRIBED IN **Exhibit "A"** ("Land")

**Title Company:** Highland Lakes Title

Address: 208 E. Polk Street, Burnet, Texas 78611 % April Baladez

Phone: (512) 756-4114

Fax: (512) 756-1934

Email: [burnet@hltitle.com](mailto:burnet@hltitle.com)

Underwriter: To be Determined

**Purchase Price:** One-Hundred-Fifty-Thousand Dollars and No Cents (\$150,000.00) cash

**Earnest Money**

**Earnest Money:** \$500.00

**Surveyor:** Cuplin & Associates

**Survey Category:** Title Survey

**County for Performance:** Burnet County

**A. Deadlines and Other Dates**

All deadlines in this contract expire at 5:00 P.M. local time where the Property is located.

If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence.

1. Earnest Money Deadline: Three days after the Effective Date
2. Delivery of Title Commitment: 10 days after the Effective Date
3. Delivery of Survey: 30 days of the Effective Date.
4. Intentionally Omitted
5. Delivery of legible copies of instruments referenced in the Title Commitment, and Survey, 30 days after the Effective Date.
6. Delivery of Title Objections: 15 days after delivery of the Title Commitment, Survey, and legible copies of the instruments referenced in them.
7. Delivery of Seller's records as specified in **Exhibit "C"**: 15 days after the Effective Date
8. End of Inspection Period: 45 days after the Effective Date
9. Intentionally Omitted.
10. Closing Date: Five days after expiration of Inspection Period.
11. Closing Time: 2:00 p.m.

**B. Closing Documents**

1. At closing, Seller will deliver the following items:
  - General Warranty Deed
  - IRS Nonforeign Person Affidavit
  - Evidence of Seller's authority to close this transaction
  - Notices, statements, and certificates as specified in Exhibit "D"
2. At closing, Buyer will deliver the following items:

Balance of Purchase Price

Evidence of Buyer's authority to close this transaction

Deceptive Trade Practices Act waiver

The documents listed in this section B are collectively known as the "Closing Documents." Unless otherwise agreed by the parties before closing, the Closing Documents for which forms exist in the current edition of the *Texas Real Estate Forms Manual* (State Bar of Texas) will be prepared using those forms.

### **C. Exhibits**

The following are attached to and are a part of this contract:

Exhibit A—Description of the Property

Exhibit B—Representations by Seller and Buyer

Exhibit C—Seller's Records

Exhibit D—Notices, Statements, and Certificates

### **D. Purchase and Sale of Property**

Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller for the Property. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract.

### **E. Interest on Earnest Money**

Buyer may direct Title Company to invest the Earnest Money in an interest-bearing account in a federally insured financial institution by giving notice to Title Company and satisfying Title Company's requirements for investing the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will become part of the Earnest Money.

### **F. Title and Survey**

1. **Review of Title.** The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance.

2. **Title Commitment; Title Policy.** "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, or directly by Underwriter, stating the condition of title to the Land. The "effective date" stated in the Title Commitment must be after the Effective Date of this contract. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, or directly by Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.



3. **Survey.** "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by Surveyor or another surveyor satisfactory to Title Company, dated after the Effective Date, and certified to: Seller, Buyer, and Title Company, to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category.

4. Intentionally deleted.

5. **Delivery of Title Commitment, Survey, and Legible Copies.** Seller must deliver the Title Commitment to Buyer and Buyer's attorney by the deadline stated in paragraph A.2.. Buyer shall deliver the Survey by the deadline stated in paragraph A.3.; and Seller shall deliver legible copies of the instruments referenced in the Title Commitment, by the deadline stated in paragraph A.5.

6. **Title Objections.** Buyer has until the deadline stated in paragraph A.6. ("Title Objection Deadline") to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them ("Title Objections"). Buyer will be deemed to have approved all matters reflected by the Survey, and Title Commitment, to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are "Permitted Exceptions." If Buyer notifies Seller of any Title Objections, Seller has five days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five days after the deadline for the giving of Seller's Cure Notice, notify Seller that either this contract is terminated or Buyer will proceed to close, subject to Seller's obligations to remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before closing, Seller must remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this contract, and cure the Title Objections that Seller has agreed to cure.

## **G. Inspection Period**

1. **Review of Seller's Records.** Seller will deliver to Buyer copies of Seller's records specified in Exhibit C, or otherwise make those records available for Buyer's review, by the deadline stated in paragraph A.7.

2. **Entry onto the Property.** Buyer may enter the Property before closing to inspect it, at Buyer's cost, subject to the following:

- a. Buyer must deliver evidence to Seller that Buyer has liability insurance for its proposed inspection activities, with coverages and in amounts that are substantially the same as those maintained by Seller or with such lesser coverages and in such lesser amounts as are reasonably satisfactory to Seller.
- b. Buyer may not interfere in any material manner with existing operations or occupants of the Property.

- c. Buyer must notify Seller in advance of Buyer's plans to conduct tests so that Seller may be present during the tests.
- d. If the Property is physically altered because of Buyer's inspections, Buyer must return the Property to its preinspection condition promptly after the alteration occurs.
- e. Buyer must deliver to Seller copies of all inspection reports that Buyer prepares or receives from third-party consultants or contractors within three days after their preparation or receipt.
- f. Buyer must abide by any other reasonable entry rules imposed by Seller.

3. ***Environmental Assessment.*** Buyer has the right to conduct environmental assessments of the Property. Seller will provide, or will designate a person with knowledge of the use and condition of the Property to provide, information requested by Buyer or Buyer's agent or representative regarding the use and condition of the Property during the period of Seller's ownership of the Property. Seller will cooperate with Buyer in obtaining and providing to Buyer or its agent or representative information regarding the Property.

4. ***Buyer's Right to Terminate.*** Buyer may terminate this contract for any reason by notifying Seller before the end of the Inspection Period. If Buyer does not notify Seller of Buyer's termination of the contract before the end of the Inspection Period, Buyer waives the right to terminate this contract pursuant to this provision.

5. ***Buyer's Indemnity and Release of Seller***

- a. ***Indemnity.*** To the fullest extent authorized by law, Buyer will indemnify, defend, and hold Seller harmless from any loss, attorney's fees, expenses, or claims arising out of Buyer's investigation of the Property, except those arising out of the acts or omissions of Seller and those for repair or remediation of existing conditions discovered by Buyer's inspection. The obligations of Buyer under this provision will survive termination of this contract and closing.
- b. ***Release.*** Buyer releases Seller and those persons acting on Seller's behalf from all claims and causes of action (including claims for attorney's fees and court and other costs) resulting from Buyer's investigation of the Property.

## **H. Representations**

The parties' representations stated in Exhibit B are true and correct as of the Effective Date and must be true and correct on the Closing Date. Seller will promptly notify Buyer if Seller becomes aware that any of the representations are not true and correct.

## **I. Condition of the Property until Closing; Cooperation; No Recording of Contract**

1. ***Maintenance and Operation.*** Until closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) use the Property in the same manner as it was used on the Effective Date; and (c) comply with all contracts, laws, and governmental regulations affecting the Property. Until the end of the Inspection Period, Seller will not enter into, amend, or terminate any contract that affects the Property other than in the ordinary course of operating the Property and will promptly give notice to Buyer of each new, amended, or terminated contract, including a copy of the contract, in sufficient time so that Buyer may consider the new information before the end of the Inspection Period. If Seller's notice is given within three days before the end of the Inspection Period, the Inspection Period will be extended for three days. After the end of the Inspection Period, Seller may not enter into, amend, or terminate any contract that affects the Property without first obtaining Buyer's written consent.

2. ***Casualty Damage.*** Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before closing. Buyer may terminate this contract if the casualty damage that occurs before closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within fifteen days after receipt of Seller's notice of the casualty (or before closing if Seller's notice of the casualty is received less than fifteen days before closing). The Purchase Price will be reduced by the cost to repair the casualty damage.

3. ***Condemnation.*** Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within fifteen days after receipt of Seller's notice to Buyer (or before closing if Seller's notice is received less than fifteen days before closing). If Buyer does not terminate this contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion taken, and (d) no change in the Purchase Price will be made.

4. ***Claims; Hearings.*** Seller will notify Buyer promptly after Seller receives notice of any claim or administrative hearing that is threatened, filed, or initiated before closing that involves or directly affects the Property.

5. ***Cooperation.*** Seller will cooperate with Buyer (a) before and after closing, to transfer the applications, permits, and licenses held by Seller and used in the operation of the Property and to obtain any consents necessary for Buyer to operate the Property after closing and (b) before closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer.

6. ***No Recording.*** Buyer may not file this contract or any memorandum or notice of this contract in the real property records of any county. If, however, Buyer records this contract or a memorandum or notice, Seller may terminate this contract and record a notice of termination.

## **J. Termination**

1. ***Disposition of Earnest Money after Termination***

- a. ***To Buyer.*** If Buyer terminates this contract in accordance with any of Buyer's rights to terminate, then unless Seller delivers notice of Seller's objection to Title Company's release of the Earnest Money to Buyer within five days after Buyer delivers Buyer's termination notice to Seller and Title Company, Title Company is authorized, without any further authorization from Seller, to deliver the Earnest Money to Buyer, less \$100, which will be paid to Seller as consideration for the right granted by Seller to Buyer to terminate this contract.
- b. ***To Seller.*** If Seller terminates this contract in accordance with any of Seller's rights to terminate, then unless Buyer delivers notice of Buyer's objection to Title Company's release of the Earnest Money to Seller within five days after Seller delivers Seller's termination notice to Buyer and Title Company, Title Company is authorized, without any further authorization from Buyer, to pay and deliver the Earnest Money to Seller.

2. ***Duties after Termination.*** If this contract is terminated, Buyer will promptly return to Seller all of Seller's records in Buyer's possession or control. After return of the documents and copies, neither party will have further duties or obligations to the other under this contract, except for those obligations that cannot be or were not performed before termination of this contract or that expressly survive termination of this contract.

**K. Closing**

1. ***Closing.*** This transaction will close at Title Company's offices at the Closing Date and Closing Time. At closing, the following will occur:

- a. ***Closing Documents; Title Company Documents.*** The parties will execute and deliver the Closing Documents and any documents required by Title Company.
- b. ***Payment of Purchase Price.*** Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract. The Earnest Money will be applied to the Purchase Price. .
- c. ***Disbursement of Funds; Recording; Copies.*** Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.
- d. ***Delivery of Originals.*** Seller will deliver to Buyer the originals of Seller's Records.
- e. ***Possession.*** Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at closing and any liens and security interests created at closing to secure financing for the Purchase Price.

2. **Transaction Costs**

- a. **Seller's Costs.** Seller will pay the basic charge for the Title Policy; one-half of the escrow fee charged by Title Company; the costs to prepare the deed; the costs to obtain, deliver, and record releases of any liens required to be released in connection with the sale; the costs to record documents to cure Title Objections agreed or required to be cured by Seller and to resolve matters shown in Schedule C of the Title Commitment; Title Company's inspection fee to delete from the Title Policy the customary exception for rights of parties in possession; the costs to obtain the Survey and certificates or reports of ad valorem taxes; the costs to deliver copies of the instruments described in paragraph A.5., and Seller's records; any other costs expressly required to be paid by Seller in this contract; and Seller's attorney's fees and expenses.
- b. **Buyer's Costs.** Buyer will pay one-half of the escrow fee charged by Title Company; the costs to obtain, deliver, and record all documents other than those to be obtained or recorded at Seller's expense; the additional premium for the "survey/area and boundary deletion" in the Title Policy, if the deletion is requested by Buyer, as well as the cost of any other endorsements or modifications of the Title Policy requested by Buyer; the costs of work required by Buyer to have the Survey reflect matters other than those required under this contract except changes required for curative purposes; and endorsements and deletions required by Buyer's lender; any other costs expressly required to be paid by Buyer in this contract; Buyer's attorney's fees and expenses.
- c. **Ad Valorem Taxes.** Ad valorem taxes for the Property for the calendar year of closing will be prorated between Buyer and Seller as of the Closing Date. Seller's portion of the prorated taxes will be paid to Buyer at closing as a credit to the Purchase Price. Buyer assumes the obligation to pay, and shall pay in full, such taxes before delinquency. If the assessment for the calendar year of closing is not known at the Closing Date, the proration will be based on tax rates for the previous tax year applied to the most current assessed value, and Buyer and Seller will adjust the prorations in cash within thirty days after the actual assessment and taxes are known. Seller will promptly notify Buyer of all notices of proposed or final tax valuations and assessments that Seller receives after the Effective Date and after closing. All taxes (including any penalties, interest, and attorney's fees) due as of closing will be paid at closing. If the Property has been the subject of special valuation and reduced tax assessments pursuant to the provisions of chapter 23, subchapter D, of the Texas Tax Code or under any other provision of law with respect to any period before the closing, and if additional taxes, penalties, or interest are assessed pursuant to Code section 23.55 or under the other provision of law, the following will apply:
  - i. If Seller changes the use of the Property before closing, resulting in the assessment of additional taxes for periods before closing, Seller



will pay the additional taxes.

ii. If this sale or Buyer's use of the Property results in the assessment of additional taxes for periods before closing, Buyer will pay the additional taxes.

- d. ***Income and Expenses.*** Except as provided in paragraph K.2.c. above, income and expenses pertaining to operation of the Property will be prorated as of the Closing Date on an accrual basis and paid at closing as a credit or debit adjustment to the Purchase Price. Invoices that are received after closing for operating expenses incurred on or before the Closing Date and not adjusted at closing will be prorated between the parties as of the Closing Date, and Seller will pay its share within ten days after notice of Buyer's invoice.
- e. ***Postclosing Adjustments.*** If errors in the prorations made at closing are identified within ninety days after closing, Seller and Buyer will make postclosing adjustments to correct the errors within fifteen days of receipt of notice of the errors.
- f. ***Brokers' Commissions.*** Neither Buyer nor Seller has engaged a Broker in regards to this transaction. Buyer and Seller each indemnify and agree to defend and hold the other party harmless from any loss, attorney's fees, and court and other costs arising out of a claim by any person or entity claiming by, through, or under the indemnitor for a broker's or finder's fee or commission because of this transaction or this contract, whether the claimant is disclosed to the indemnitee or not.

3. ***Issuance of Title Policy.*** Seller will cause Title Company to issue the Title Policy to Buyer as soon as practicable after closing.

#### **L. Default and Remedies**

1. ***Seller's Default; Remedies before Closing.*** If Seller fails to perform any of its obligations under this contract or if any of Seller's representations is not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer may elect either of the following as its sole and exclusive remedy before closing:

- a. ***Termination; Liquidated Damages.*** Buyer may terminate this contract by giving notice to Seller on or before the Closing Date and Closing Time and have the Earnest Money, less \$100 as described above, returned to Buyer. Unless Seller's Default relates to the untruth or incorrectness of Seller's representations for reasons not reasonably within Seller's control, if Seller's Default occurs after Buyer has incurred costs to investigate the Property after the Effective Date and Buyer terminates this contract in accordance with the previous sentence, Seller will also pay to Buyer as liquidated damages Buyer's actual out-of-pocket expenses incurred to investigate the Property, after the Effective Date ("Buyer's Expenses"), within ten days after Seller's receipt of an invoice from Buyer stating the amount of Buyer's Expenses accompanied by reasonable evidence of

Buyer's Expenses.

- b. ***Specific Performance.*** Unless Seller's Default relates to the untruth or incorrectness of Seller's representations for reasons not reasonably within Seller's control, Buyer may enforce specific performance of Seller's obligations under this contract, but any such action must be initiated, if at all, within ninety days after the breach or alleged breach of this contract. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.
- c. ***Actual Damages.*** If Seller conveys or encumbers any portion of the Property before Closing so that Buyer's ability to enforce specific performance of Seller's obligations under this contract is precluded or impaired, Buyer will be entitled to seek recovery from Seller for the actual damages sustained by Buyer by reason of Seller's Default, including attorney's fees and expenses and court costs.

2. ***Seller's Default; Remedies after Closing.*** If Seller's representations are not true and correct at closing for reasons reasonably within Seller's control and Buyer does not become aware of the untruth or incorrectness until after closing, Buyer will have all the rights and remedies available at law or in equity. If Seller fails to perform any of its obligations under this contract that survive closing, Buyer will have all rights and remedies available at law or in equity unless otherwise provided by the Closing Documents.

3. ***Buyer's Default; Remedies before Closing.*** If Buyer fails to perform any of its obligations under this contract ("Buyer's Default"), Seller may terminate this contract by giving notice to Buyer on or before closing and have the Earnest Money paid to Seller. If Buyer's Default occurs after Seller has incurred costs to perform its obligations under this contract and Seller terminates this contract in accordance with the previous sentence, Buyer will also reimburse Seller for the lesser of Seller's actual out-of-pocket expenses incurred after the Effective Date to perform its obligations under this contract ("Seller's Expenses") within ten days after Buyer's receipt of an invoice from Seller stating the amount of Seller's Expenses accompanied by reasonable evidence of Seller's Expenses. The foregoing constitutes Seller's sole and exclusive remedies for a default by Buyer before closing.

4. ***Buyer's Default; Remedies after Closing.*** If Buyer fails to perform any of its obligations under this contract that survive closing, Seller will have all rights and remedies available at law or in equity unless otherwise provided by the Closing Documents.

5. ***Liquidated Damages.*** The parties agree that just compensation for the harm that would be caused by a default by either party cannot be accurately estimated or would be very difficult to accurately estimate and that Buyer's Liquidated Damages or the Earnest Money are reasonable forecasts of just compensation to the nondefaulting party for the harm that would be caused by a default.

6. ***Attorney's Fees.*** If either party retains an attorney to enforce this contract, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

## **M. Miscellaneous Provisions**

1. **Notices.** Any notice required by or permitted under this contract must be in writing. Any notice required by this contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this contract. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received, provided that (a) any notice received on a Saturday, Sunday, or national holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or national holiday and (b) any notice received after 5:00 P.M. local time at the place of delivery on a day that is not a Saturday, Sunday, or national holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or national holiday. Notice may not be given by e-mail. Any address for notice may be changed by not less than ten days' prior written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given.

2. **Entire Agreement.** This contract, its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer that are not in those documents.

3. **Amendment.** This contract may be amended only by an instrument in writing signed by the parties.

4. **Prohibition of Assignment.** Buyer may not assign this contract or any of Buyer's rights under it without Seller's prior written consent, and any attempted assignment is void. The consent by Seller to any assignment by Buyer will not release Buyer of its obligations under this contract, and Buyer and the assignee will be jointly and severally liable for the performance of those obligations after any such assignment. This contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

5. **Survival.** The provisions of this contract that expressly survive termination or closing and other obligations of this contract that cannot be performed before termination of this contract or before closing survive termination of this contract or closing, and the legal doctrine of merger does not apply to these matters. If there is any conflict between the Closing Documents and this contract, the Closing Documents control.

6. **Choice of Law; Venue.** This contract is to be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the County for Performance.

7. **Waiver of Default.** Default is not waived if the nondefaulting party fails to declare a default immediately or delays taking any action with respect to the default.

8. **No Third-Party Beneficiaries.** There are no third-party beneficiaries of this contract.

9. **Severability.** If a provision in this contract is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the

unenforceability does not affect any other provision of this contract, and this contract is to be construed as if the unenforceable provision is not a part of the contract.

10. ***Ambiguities Not to Be Construed against Party Who Drafted Contract.*** The rule of construction that ambiguities in a document are construed against the party who drafted it does not apply in interpreting this contract.

11. ***No Special Relationship.*** The parties' relationship is an ordinary commercial relationship, and the parties do not intend to create the relationship of principal and agent, partners, joint venturers, or any other special relationship.

12. ***Counterparts.*** If this contract is executed in multiple counterparts, all counterparts taken together constitute this contract. Copies of signatures to this contract are effective as original signatures.

13. ***Confidentiality.*** This contract, this transaction, and all information learned in the course of this transaction shall be kept confidential, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Buyer to investigate the Property or either party to close this transaction. Remedies for violations of this provision are limited to injunctions and no damages or rescission may be sought or recovered as a result of any such violations.

14. ***Binding Effect.*** This contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

**SELLER:**

The Franklin I. Fickett Charitable Foundation.

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

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

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

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

**BUYER:**

City of Burnet

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

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

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

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

Title Company acknowledges receipt of Earnest Money in the amount of \$500.00 and a copy of this contract executed by both Buyer and Seller.

**TITLE COMPANY:**

Highland Lakes Title

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

DRAFT



**Exhibit A**  
**Description of the Land [and Personal Property]**

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**Exhibit B**  
**Representations; Environmental Matters**

**A. Seller's Representations to Buyer**

Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. *Authority.* Seller is a Corporation duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to perform its obligations under this contract. This contract is binding on Seller. This contract is, and all documents required by this contract to be executed and delivered to Buyer at closing will be, duly authorized, executed, and delivered by Seller.

2. *Litigation.* Seller has not received written notice and has no actual knowledge of any litigation pending or threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this contract.

3. *Violation of Laws.* Seller has not received written notice of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.

4. *Licenses, Permits, and Approvals.* Seller has not received written notice that any license, permit, or approval necessary to use the Property in the manner in which it is currently being used has expired or will not be renewed on expiration or that any material condition will be imposed to use or renew the same.

5. *Condemnation; Zoning; Land Use; Hazardous Materials.* Seller has not received written notice of any condemnation, zoning, or land-use proceedings affecting the Property or any written inquiries or notices by any governmental authority or third party with respect to condemnation or the presence of hazardous materials affecting the Property.

6. *No Other Obligation to Sell the Property or Restriction against Sale.* Except for granting a security interest in the Property, Seller has not obligated itself to sell all or any portion of the Property to any person other than Buyer. Seller's performance of this contract will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.

7. *No Liens.* On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature not arising by, through, or under Buyer except the Permitted Exceptions or liens to which Buyer has given its consent in writing, and no work or materials will have been furnished to the Property by Seller that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which Buyer has given its consent in writing.

8. *No Other Representation.* Except as stated above or in the notices, statements, and certificates set forth in Exhibit D, Seller makes no representation with respect to the Property.

9. *No Warranty.* Seller has made no warranty in connection with this contract.

**B. "As Is, Where Is"**

THIS CONTRACT IS 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 CONTRACT AND THE CLOSING DOCUMENTS.

BUYER IS NOT RELYING ON ANY REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES OTHER THAN THOSE EXPRESSLY CONTAINED IN THIS CONTRACT AND THE CLOSING DOCUMENTS. BUYER 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 CONTRACT AND THE CLOSING DOCUMENTS.

The provisions of this section B regarding the Property will be included in the deed with appropriate modification of terms as the context requires.

**C. Environmental Matters**

AFTER CLOSING, BUYER RELEASES SELLER FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON SELLERS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

The provisions of this section C regarding the Property will be included in the deed [include if applicable: and bill of sale] with appropriate modification of terms as the context requires.

**D. Buyer's Representations to Seller**

Buyer represents to Seller that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. *Authority.* Buyer is a Municipal Development Corporation, established pursuant to the Texas Development Corporation Act, duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to perform its obligations under this contract upon approval of this contract by the City Council of the City of Burnet. This contract is binding on Buyer. This contract is, and all documents required by this contract to be executed and delivered to Seller at closing will be, duly authorized, executed, and delivered by Buyer.

## **Exhibit C Seller's Records**

To the extent that Seller has possession or control of the following items pertaining to the Property, Seller will deliver or make the items or copies of them available to Buyer by the deadline stated in paragraph A.7.:

### **Governmental**

governmental licenses, certificates, permits, and approvals

tax statements for the current year and the last three years

notices of appraised value for the current year and the last 3 years

records of any tax exemption, special use, or other valuation or exemption applicable to the Property

records of regulatory proceedings or violations (for example, condemnation, environmental)

### **Land**

soil reports

environmental reports and other information regarding the environmental condition of the Property

water rights

engineering reports

prior surveys

site plans

### **Licenses, Agreements, and Encumbrances**

all licenses, agreements, and encumbrances (including all amendments and exhibits) affecting title to or use of the Property that have not been recorded in the real property records of the county or counties in which the Property is located

## Exhibit D

### A. All Real Property Transaction Notices

1. *Storage Tanks Disclosure Provider.* Notice concerning underground storage tanks, described in section 334.9 of title 30 of the Texas Administrative Code.

2. *Notice to Purchaser Regarding Restrictive Covenants.* Notice of deed restrictions, described in section 212.155 of the Texas Local Government Code.

3. *Notice Regarding Possible Liability for Additional Taxes.* Notice of additional tax liability for vacant land that has been subject to a special tax appraisal method, described in section 5.010 of the Texas Property Code.

4. *Notice Regarding Possible Annexation.* Notice concerning the sale of property located outside the limits of a municipality that may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality, described in section 5.011 of the Texas Property Code.

5. *Notice for Unimproved Property in a Certificated Service Area of a Utility Service Provider.* Notice for property in a certificated service area of a utility service provider, described in section 13.257 of the Texas Water Code.





## Administration

## ITEM 7.3

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

### Agenda Item Brief

**Meeting Date:** April 11, 2017

**Agenda Item:** Discuss and consider action: Regarding the appointment, employment, evaluation, reassignment, and duties of the City Manager as set out under the City Charter associated with the position of City Manager, David Vaughn: Mayor Wideman

**Background:**

**Information:** To be discussed in Executive Session.

**Fiscal Impact:**

**Recommendation:** To be determined by Council.