



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 **25th day of July, 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) Chamber of Commerce Report

2. CONSENT AGENDA ITEMS:

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

2.1) Approval of the July 14, 2017 Special Council Meeting minutes

3. PUBLIC HEARINGS:

4. ACTION ITEMS:

4.1) Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY OF BURNET AMENDING CODE OF ORDINANCES CHAPTER 22 BY REPEALING SECTION 22-160 – ADOPTION OF THE INTERNATIONAL FIRE CODE, 2009 EDITION FOR THE PURPOSE OF

ESTABLISHING A NEW SECTION 22-160 – ADOPTION OF THE INTERNATIONAL FIRE CODE, 2015 EDITION; PROVIDING FOR A SEVERABILITY CLAUSE, A REPEALER CLAUSE, AND ESTABLISHING AN EFFECTIVE DATE:

4.2) Discuss and consider action: The City Council of the City of Burnet, in accordance with Code of Ordinances, Chapter 22, Article IV, Sections 22-81 and 22-82, will convene as the Board of Appeals for the purpose of considering an appeal to the order declaring the structure located at 1407 N. Water Street to be dangerous and unsafe, and therefore a public nuisance; and further ordering the demolition or removal of said structure: M. Lewis

4.3) Discuss and consider action: Authorize the City Manager to grant the EPA access to other city owned property and Rights-of Way: D. Vaughn

4.4) Discuss and consider action: Approve a quote and authorize purchase of an ambulance: M. Ingram

4.5) Discuss and consider action: Authorize the purchase of a new dump truck: J. Simons

4.6) Discuss and consider action: Authorize a community project to renovate and revitalize Live Oak Park: D. Vaughn

5. REPORTS:

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

Item 5.1(B.3) June 2017 Financial Report: P. Langford

Item 5.1(C.1) Municipal Court Quarterly Report: Judge Simon

6. CONVENE TO 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 551.087; Deliberation Regarding Economic Development Negotiations-Entegris: D. Vaughn

6.2) 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 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

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: Regarding economic development negotiations with Entegris: 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 of land located at the corner of Hwy. 29 East and Leffingwell Lane: D. Vaughn

8. REQUESTS FROM COUNCIL FOR FUTURE REPORTS:

9. ADJOURN:

Dated this 21st, day, of July, 2017

CITY OF BURNET

CRISTA GOBLE BROMLEY, MAYOR

I, the undersigned authority, do hereby certify that the above NOTICE OF MEETING of the governing body of the above named City, BURNET, is a true and correct copy of said NOTICE and that I posted a true and correct copy of said NOTICE on the bulletin board, in the City Hall of said City, BURNET, TEXAS, a place convenient and readily accessible to the general public at all times, and said NOTICE was posted on July 21, 2017, at or before 6 o'clock p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

Kelly Dix

Kelly Dix, City Secretary

NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS:

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

RIGHT TO ENTER INTO EXECUTIVE SESSION:

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

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

ITEM 2.1

On this the 14th day of July 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	Crista Goble Bromley
Council Members	Danny Lester, Joyce Laudenschlager, Milton Phair, Paul Farmer, Cindia Talamantez
Absent	Tres Clinton
City Manager	David Vaughn
City Secretary	Kelly Dix

Guests: Mark Lewis, Paul Nelson, Ed Holicky, Lou Cohn, Craig Lindholm

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

INVOCATION: Council Member Mary Paul Farmer

PLEDGE OF ALLEGIANCE: Council Member Tres Clinton

PLEDGE TO TEXAS FLAG: Council Member Tres Clinton

PUBLIC RECOGNITION/SPECIAL REPORTS: None.

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 June 27, 2017 Regular Council Meeting minutes

Council Member Milton Phair moved to approve the consent agenda as presented. Council Member Cindia Talamantez seconded, and the motion carried unanimously.

PUBLIC HEARING:

Public Hearing: The City Council will conduct a public hearing regarding a replat of the City of Burnet Westfall Subdivision for the purpose of creating the Cottages at Westfall Final Plat a property further described as being bounded by Westfall Street, the City of Austin Railroad, Oddfellows and Old Burnet Cemeteries, and Cemetery Street: M. Lewis: Pass. No action taken.

Public Hearing: The City Council will conduct a public hearing regarding a request to rezone property described as 49.009 acres out of the Joseph Barnhart Survey, No. 35 Abstract A0065 and further described as being located on the east side of the 700 block of FM 2341 from its present designation of Single-family residential 1 – District “R-1” to a designation of Agricultural – District “A”: M. Lewis: Pass. No action taken.

ACTION ITEMS:

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE ABANDONING THAT PORTION OF THE 40-FOOT PUBLIC UTILITY, DRAINAGE, AND CONSERVATION EASEMENT LOCATED ON LOT 11, BLOCK A, THE RANCH AT DELAWARE CREEK, PHASE 1-A WHICH IS FURTHER DESCRIBED AS BEING 217 SUNDAY DRIVE; DIRECTING THE CITY SECRETARY TO FILE THIS ABANDONMENT ORDINANCE WITH THE OFFICE OF THE BURNET COUNTY CLERK; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: M. Lewis: Council Member Joyce Laudenschlager made a motion to approve and adopt Ordinance 2017-12 as presented. Council Member Milton Phair seconded, the motion carried unanimously.

Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY OF BURNET AMENDING CODE OF ORDINANCES CHAPTER 22 BY REPEALING SECTION 22-160 – ADOPTION OF THE INTERNATIONAL FIRE CODE, 2009 EDITION FOR THE PURPOSE OF ESTABLISHING A NEW SECTION 22-160 – ADOPTION OF THE INTERNATIONAL FIRE CODE, 2015 EDITION; PROVIDING FOR A SEVERABILITY CLAUSE, A REPEALER CLAUSE, AND ESTABLISHING AN EFFECTIVE DATE: Council Member Danny Lester made a motion to approve the first reading of Ordinance 2017-15 as presented. Council Member Joyce Laudenschlager seconded, the motion carried unanimously

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AMENDING CHAPTER 22—BUILDINGS AND BUILDING REGULATIONS, BY REPEALING THE 2009 EDITIONS OF THE INTERNATIONAL BUILDING CODE, INTERNATIONAL RESIDENTIAL CODE, INTERNATIONAL EXISTING BUILDING CODE, INTERNATIONAL PLUMBING CODE, INTERNATIONAL MECHANICAL CODE, INTERNATIONAL FUEL GAS CODE, INTERNATIONAL ENERGY CONSERVATION CODE, INTERNATIONAL PROPERTY MAINTENANCE CODE, AND NFPA, LIFE SAFETY CODE; REPEALING THE NATIONAL ELECTRICAL CODE, 2008 EDITION; REPEALING SECTION 22-177 –DEFINITIONS; REPEALING SECTION 22-202 -WIRING AND OTHER SPECIFICATIONS, AND ADOPTING, WITH SELECTED APPENDICES, THE 2015 EDITIONS OF THE INTERNATIONAL BUILDING CODE, INTERNATIONAL RESIDENTIAL CODE, INTERNATIONAL EXISTING BUILDING CODE, INTERNATIONAL PLUMBING CODE, INTERNATIONAL MECHANICAL CODE, INTERNATIONAL FUEL GAS CODE, INTERNATIONAL ENERGY CONSERVATION CODE, INTERNATIONAL PROPERTY MAINTENANCE CODE; NFPA 101 LIFE SAFETY CODE; ADOPTING THE NATIONAL ELECTRICAL CODE, 2014 EDITION; PROVIDING FOR A REPEALER CLAUSE, PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE: M. LEWIS: Council Member Paul Farmer made a motion to approve and adopt Ordinance 2017-14 as presented. Council Member Joyce Laudenschlager seconded, the motion carried unanimously.

Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, PROVIDING FOR THE WAIVER OF CERTAIN RESIDENTIAL BUILDING PERMITS, STANDARD TAPS FEES AND CERTAIN IMPACT FEES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW: M. LEWIS: Council Member Danny Lester made a motion to approve Resolution R2017-15 with a provision that eliminated the waiver of building fees for Multi-Family construction in the Neighborhood Empowerment Zone (NEZ). The motion failed with a lack of a second. Council Member Danny Lester made an amended motion to adopt Resolution R2017-15 with a provision that eliminates the waiver of building fees for Multi-Family construction in the Neighborhood Empowerment Zone (NEZ) effective September 30, 2018. Council Member Milton Phair seconded the motion carried unanimously.

Discuss and consider action: The City Council will consider a replat of the City of Burnet Westfall Subdivision for the purpose of creating the Cottages at Westfall Final Plat a property further described as being bounded by Westfall Street, the City of Austin Railroad, Oddfellows and Old Burnet Cemeteries, and Cemetery Street: M. Lewis: Pass. No action taken.

Discuss and consider action: FIRST READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 BY ASSIGNING AGRICULTURAL —DISTRICT “A” ZONING TO 49.009 ACRES OUT OF THE JOSEPH BARNHART SURVEY, NO 35, ABSTRACT A0065:

PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: M. Lewis: Pass. No action taken.

Discuss and consider action: The City Council of the City of Burnet, in accordance with Code of Ordinances, Chapter 22, Article IV, Sections 22-81 and 22-82, will convene as the Board of Appeals for the purpose of considering an appeal to the order declaring the structure located at 1407 N. Water Street to be dangerous and unsafe, and therefore a public nuisance; and further ordering the demolition or removal of said structure: M. Lewis: Pass. No action taken.

Discuss and consider action: Authorize and approve a contract with Eileen Merritt, Inc. ATS Engineers, Inspectors and Surveyors to provide plan review and building inspection services for the City of Burnet: M. Lewis: Council Member Danny Lester made a motion to approve a contract with Eileen Merritt, Inc. ATS Engineers, Inspectors and Surveyors to provide plan review and building inspection services for the City of Burnet. Council Member Paul Farmer seconded, the motion carried unanimously.

Discuss and consider action: Authorize and approve a contract with K.C. Engineering, Inc. for the City of Burnet Wastewater Rehabilitation Phase II Project: D. Vaughn: Council Member Joyce Laudenschlager made a motion to approve a contract with K.C. Engineering, Inc. for the City of Burnet Wastewater Rehabilitation Phase II Project as presented. Council Member Danny Lester seconded, the motion carried unanimously.

REPORTS: None.

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.

CONVENE TO EXECUTIVE SESSION: Pass. No action taken.

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 551.087; Deliberation Regarding Economic Development Negotiations-Entegris: D. Vaughn

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

Discuss and consider action: Regarding economic development negotiations with Entegris: 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 Mayor Crista Goble Bromley at 6:44 p.m., seconded by Council Member Paul Farmer. The motion carried unanimously.

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary



Development Services

ITEM 4.2

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

Agenda Item Brief

Meeting Date: July 25, 2017

Agenda Item: Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY OF BURNET AMENDING CODE OF ORDINANCES CHAPTER 22 BY REPEALING SECTION 22-160 – ADOPTION OF THE INTERNATIONAL FIRE CODE, 2009 EDITION FOR THE PURPOSE OF ESTABLISHING A NEW SECTION 22-160 – ADOPTION OF THE INTERNATIONAL FIRE CODE, 2015 EDITION; PROVIDING FOR A SEVERABILITY CLAUSE, A REPEALER CLAUSE, AND ESTABLISHING AN EFFECTIVE DATE: M. Lewis

Background: The City of Burnet currently utilizes the 2009 edition of the International Fire Code. The attached ordinance repeals and replaces the 2009 code with its 2015 analogue. The ordinance also establishes certain amendments the Fire Department has determined to be appropriate for the community.

Information: Building materials and methods are evolving as quickly as all other branches of modern technology. Construction related codes, in order to keep up with the building industry, are typically updated on a three year cycle. The 2009 National Fire Code currently utilized by the City is two code cycles out of date.

Adoption of the 2015 Fire Code will better position the City to deal with ongoing growth and development.

The published caption on this item on the June 27th agenda was incorrect therefore, it will be necessary to re-visit this ordinance as a first reading.

There have been no changes to Ordinance 2017-15 since the first reading on July 14, 2017.

Fiscal Impact: None

Recommendation: Approve and adopt Ordinance 2017-15 as presented.

ORDINANCE NO. 2017-15

AN ORDINANCE OF THE CITY OF BURNET AMENDING CODE OF ORDINANCES CHAPTER 22 BY REPEALING SECTION 22-160 – ADOPTION OF THE INTERNATIONAL FIRE CODE, 2009 EDITION FOR THE PURPOSE OF ESTABLISHING A NEW SECTION 22-160 – ADOPTION OF THE INTERNATIONAL FIRE CODE, 2015 EDITION; PROVIDING FOR A SEVERABILITY CLAUSE, A REPEALER CLAUSE, AND ESTABLISHING AN EFFECTIVE DATE:

WHEREAS, The City Council has determined that adoption and enforcement of an up to date and effective fire code is necessary for the preservation of the health, safety, general welfare and morals of the community; and

WHEREAS, the City Council has further determined that the 2015 edition of the International Fire Code published by the International Code Council, is such an up to date and effective code; and

WHEREAS, Council desires to adopt said up to date and effective code for the purpose of protecting the health, safety, general welfare and morals of the community:

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

The City Council of the City of Burnet does ordain as follows:

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. Section 22-160 – Adoption of the International Fire Codes, 2009 edition is hereby repealed and a new Section 22-160 – International Fire Code is establishes as follows:

(a) The International Fire Code, 2015 edition, a copy of which in on file in the office of the City Secretary, is hereby adopted as the Fire Code of the City of Burnet, said adoption being inclusive of Appendices B, C, D, E, F, G, H, I, K, AND L and such amendments as follow:

(1) Section 101.1. Title.

Insert: City of Burnet

101.1 Title. These regulations shall be known as the Fire Code of City of Burnet hereinafter referred to as “this code.”

(2) Section 105.1.2 Types of Permits.

Insert: Section 105.1.2.3 Permit Fees

Type	Cost	Notes
Burn Permits		

Residential Burn Permit	\$20	
HOA, POA, Subdivision	\$40	Community burn location
Res. or Com. Development	\$120	
Fireworks Displays	\$100	
New and Remodel Construction		
Fire Safety Plan Review	\$100	General – New Construction
Fire Safety Plan Review	\$50	General – Major Remodel
Sprinkler System	\$100	<12,000 sqft
Sprinkler System	\$200	> 12,000 sqft
Alarm System	\$100	<12,000 sqft
Alarm System	\$200	> 12,000 sqft
Commercial Hood Suppression	\$75	
System Inspections		
Underground Fire Main Inspection	\$30	
Sprinkler System Pressure Test	\$25	
Sprinkler System Final	\$50	<12,000 sqft
Sprinkler System Final	\$100	> 12,000 sqft
Alarm System Final	\$50	<12,000 sqft
Alarm System Final	\$100	> 12,000 sqft
Commercial Hood Suppression Final	\$25	
Re-inspection Fees	½ rate	Of Initial Inspection charge
Licensing Inspections		
Foster Home	\$0	
Group Home	\$25	
Day Care	\$25	
Nursing Home/Asst. Living	\$75	
Hospital	\$100	
Private Correction Facility	\$50	
County or State Corrections Facility	\$0	
Insurance Inspection	\$25	
After Hour Inspection Rate	Fee +	Inspector over time rate – 1 Hr. Minimum

(3) Section 108.1 Board of appeals established.

Section 108.1, Board of appeals is amended as follows:

City council to serve as board of appeals. In order to conduct public hearings and to hear and decide appeals of orders, decisions or determinations made by the code official or building official relative to the application and interpretation of this article, the city council shall serve as the board of appeals to pass upon matters pertaining to building standards. The board of appeals may adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the property owner and lien holders, with a duplicate copy to the code official. Appeals to the board shall be processed in accordance with the provisions established by this article.

- (4) Section 108.3 Qualifications.
Section 108.3, Qualifications is hereby deleted
- (5) Section 109.4 Violation penalties.
Section 109.4, Violation penalties is amended as follows:
109.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a Class C Misdemeanor punishable by a fine of not more than not less than \$100 dollars or more than \$2000 dollars or by imprisonment not exceeding number of days to be at the discretion of the Judge or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.
- (6) Section 111.4 Failure to comply.
Section 111.4, Failure to comply is hereby amended as follows:
Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than \$100 dollars or more than \$2000 dollars.
- (7) Section 307 Open burning, recreational fires and portable outdoor fireplaces.
Section 307, Open burning, recreational fires and portable outdoor fireplaces is hereby amended as follows:
Outdoor open burning is generally prohibited anywhere within the incorporated city limits of Burnet, Texas. There are allowable exceptions for specific situations in which burning is necessary or does not pose a threat to property or the environment, or as further allowed by this subchapter and state law. A permit issued by the Fire Marshal or his designee is required to exercise these exceptions.
- (8) Section 307.2.1 Definitions.
Section 307.2.1, Definitions is hereby amended to include definitions as follow:
Extinguished—The absence of any visible flames, glowing coals, or smoke.

Practical alternative—An economically, technologically, ecologically and logistically viable option.

Red Flag Warning—A Red Flag Warning means high fire danger with increased probability of a quickly spreading vegetation fire in the area within 24 hours. The weather criteria for red flag warnings vary based on the local vegetation type, topography, and distance from major water sources. They usually include the daily vegetation moisture content calculations, expected afternoon high temperature, afternoon minimum relative humidity and daytime wind speed.

Sensitive receptor(s)—A manmade structure utilized for human residence or business, the containment of livestock, or the housing of sensitive live vegetation. The term "sensitive live vegetation" is defined as vegetation which has potential to be damaged by smoke and heat, examples of which include, but are not limited to: nursery production, mushroom cultivation, pharmaceutical plant production, or laboratory experiments involving plants.

Sunrise/sunset—Official sunrise/sunset as set forth in the United States Naval Observatory tables available from National Weather Service offices.

(9) 307.3 Outdoor burning exceptions

307.3 Outdoor burning exceptions is hereby amended as follows:

Trees, brush and other plant growth may be burned on the property on which the material grew if they meet all of the following:

1. The plant waste must not have been created secondary to the work of a commercial lawn or tree cutting service or other person, group or entity providing the labor for monetary compensation.
2. The material must be burned by the property owner or his designee (for this purpose a designee can be a paid employee of the property owner). The property owner's designee may not be a commercial tree cutting or lawn service or any person, group or entity subcontracted for the sole purpose of providing the labor for the burn for compensation.
3. Commercial tree cutting services and lawn care services may not burn generally allowable material on their property if that material was brought from offsite.

(10) 307.4 Rules while conducting the burn.

307.4 Rules while conducting the burn is hereby amended as follows:

Once a permit for on-site burning is issued, the following rules shall be followed:

1. Immediately prior to igniting the controlled burn, the property owner or his designee will contact the local emergency dispatch at their non-emergency phone number and report the physical address location of the burn and a contact phone number.
2. Open burning must not be conducted within 50 feet of any structure or combustible material. Conditions that would enable fire to spread within 50 feet of a structure shall be eliminated prior to ignition.
3. Sites permitted for open burning shall provide a method to control the fire that is adequate for the fire's size, the local geography and weather conditions such as a readily available garden hose or other reasonable method of managing the fire and preventing its spread outside the boundaries of the pile. The burning material shall be constantly attended by a person 17 years of age or older who is knowledgeable in the use of the provided fire extinguishing equipment and familiar with the requirements and/or special conditions of the permit.

4. Burning shall be commenced and conducted only when wind direction and other meteorological conditions are such that smoke and other pollutants will not cause adverse effects to any public road, landing strip, navigable water, or off-site structure containing sensitive receptor(s).

5. If at any time the burning causes or may tend to cause smoke to blow onto or across a road or highway, it is the responsibility of the person initiating the burn to post flag-persons on affected roads.

6. Burning must be conducted downwind of or at least 300 feet (90 meters) from any structure containing sensitive receptors located on adjacent properties unless prior written approval is obtained from the adjacent occupant with possessory control.

(11) 307.5 is hereby amended as follows:

Burning shall be conducted in compliance with the following meteorological and timing considerations:

1. The initiation of burning shall commence no earlier than one hour after sunrise. Burning shall be completed on the same day not later than one hour before sunset, and shall be attended by a responsible party at all times during the active burn phase when the fire is progressing. In cases where residual fires and/or smoldering objects continue to emit smoke after this time, such areas shall be extinguished if the smoke from these areas has the potential to create a nuisance or traffic hazard condition. In no case shall the extent of the burn area be allowed to increase after this time.

2. Burning shall not be commenced when surface wind speed is predicted to be less than six miles per hour (mph) (five knots) or greater than 23 mph (20 knots) during the burn period. Additionally, no burning shall commence on Red Flag warning days.

3. Burning shall not be conducted during periods of actual or predicted persistent low-level atmospheric temperature inversions.

(12) 307.6 is hereby amended as follows:

Electrical insulation, lumber that has been treated, glued, laminated, pressed, varnished, stained or painted, plastics, non-wood construction/demolition materials, fiberglass, heavy oils, asphaltic materials, potentially explosive materials, chemical wastes, and items containing natural or synthetic rubber must not be burned.

(13) 307.7 is hereby amended as follows:

The burning of pallets and/or other packaging or product handling material made from dimensional lumber by commercial end users of such products shall be specifically prohibited.

(14) 307.8 is hereby amended as follows:

The authority to conduct outdoor burning under this regulation does not exempt or excuse any person responsible from the consequences, damages, or injuries resulting from the burning and does not exempt or excuse anyone from complying with all other applicable laws or ordinances, regulations, and

orders of governmental entities having jurisdiction, even though the burning is otherwise conducted in compliance with this regulation.

(15) 307.9 Permit fee and duration.

307.0 Permit fee and duration is hereby amended as follows:

The fee for issued permits for the conducting of approved outdoor burning is subject to the following information:

1. Established Residential or Vacant Lots: \$20.00 for 30 calendar days
2. HOA, POA, of Established Subdivision community Lot: \$40.00 for 30 calendar days
3. Commercial or Residential Development Property under developer control: \$150 for 30 calendar days
4. Exception: Extensions may be granted if the time period was shortened due to weather conditions, state or county issued burn bans, extended red flag warnings or any other reasonable situation as determined by the Fire Marshal.

(16) 307.10 Revocation.

307.10 Revocation is hereby amended as follows:

The Fire Marshal and his representatives are authorized to revoke a burn permit and require that the open burning be immediately discontinued if:

(17) 307.11 Refusal to issue permit.

307.11 Refusal to issue permit is hereby amended as follows:

In addition to burn piles containing non-allowed combustible material within, the Fire Marshal or his representatives may refuse to issue a permit for outdoor burning where the greater good or the health, safety and welfare of the public supersedes those of the individual, even though all conditions for permit issuance are being met.

(18) 307.12 Outdoor burning allowed without permit.

307.12 Outdoor burning allowed without permit is hereby amended as follows:

Outdoor burning shall be authorized for fires used solely for recreational, religious or ceremonial purposes, or in the noncommercial preparation of food, or used exclusively for the purpose of supplying warmth during cold weather. These fires shall be no larger than two feet in height and three feet in diameter and shall be allowed without permit or notification of the local authority.

(19) 307.13 Penalty.

307.13 Penalty is hereby amended as follows:

Any person who violates any of the provisions of this section shall be guilty of a class C misdemeanor and upon conviction thereof, shall be punished by a fine not less than \$100.00 or greater than \$2,000.00.

(20) Section 903.2.7 Group M. subparagraph 4.

Section 903.2.7 Group M, subparagraph 4 is hereby amended as follows:

Section 903.2.7 Group M. subparagraph 4. A Group M occupancy that meets or exceeds 5,000 square feet and utilizes 2,500 square feet or more for the sale, display, or storage of upholstered furniture or mattresses.

(21) Section 1103.5.3. Group I-2 Condition 2

Section 1103.5.3. Group 1-2 Condition 2 is hereby amended by the inclusion of the following:

Section 1103.5.3 Sprinkler system. Sprinkler system must be installed prior to operation or immediate "stop work" order administered upon discovery until sprinkler system is installed.

(22) Section 5608.2 Permit application.

Section 5608.2 Permit application is hereby amended as follows:

Any person, company or other entity desiring to ignite fireworks in a controlled public display, use pyrotechnic before a proximate audience or use flame effects before an audience must file an application with the city secretary at least 30 days prior to the proposed display along with a \$100.00 application fee. The applicant must:

1. Meet all requirements for the same as outlined in Title 28. Insurance; Part 1, Texas Department of Insurance; Chapter 34, State Fire Marshal; Subchapter H, Storage and sale of fireworks;

2. Provide state required documentation to the city for review and final approval of the event, including recommendations or proposals for any changes as required.

3. The Fire Marshal, with approval from the City Manager, may issue a permit for public fireworks displays; use of pyrotechnics before a proximate audience and/or use of flame effects before an audience. The event permitted may only be ignited as provided in the application and any restrictions added in the permit. At the time of the event, the Fire Marshal may require that the fire department be on standby at the site. As a requirement of the permit, the Permittee may be charged the reasonable costs for the fire department being on standby status for the display.

5608.2.1 The city, its agents, assigns and contractors may sponsor city fireworks displays with the express authorization of a majority vote of the city council. The person(s), company or entity contracted to operate the display, or use pyrotechnics or flames before an audience shall meet all state requirements. The Fire Marshal shall be notified of all city fireworks displays and shall review the proposed ignition site, the proposed trajectory and landing site for all fireworks displays and make recommendations or proposals for any changes. City sponsored fireworks, pyrotechnic and/or flame events shall be exempt from the local permit requirements. The Fire Marshal shall be notified of the location for storage of fireworks.

5608.2.2 The city reserves the right to deny any application. The city reserves the right, with or without notice, to revoke any fireworks permit. All permits shall expire, and no longer be valid, immediately after the fireworks, pyrotechnic or flame event permitted was to occur.

5608.2.3 Only those persons issued a valid permit shall be permitted to transport, store and ignite fireworks in compliance with a valid permit.

(23) Section 5704.2.9.6.1 (geographic limits in which the storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited): Zones R-1, R-1E, R-2, R-2A, R-3, OS, M-1, M-2, G, NC, PUD, C-1 as described in Sec. 118 City Code of Ordinances.

(24) Section 5706.2.4.4 (geographic limits in which the storage of Class I and Class II liquids in above-ground tanks is prohibited): Zones R-1, R-1E, R-2, R-2A, R-3, OS, M-1, M-2, G, NC, PUD, C-1 as described in Sec. 118 City Code of Ordinances.

(25) Section 5806.2 (geographic limits in which the storage of flammable cryogenic fluids in stationary containers is prohibited): Zones R-1, R-1E, R-2, R-2A, R-3, OS, M-1, M-2, G, NC, PUD, C-1 as described in Sec. 118 City Code of Ordinances.

(26) Section 6104.2 (geographic limits in which the storage of liquefied petroleum gas is restricted or the protection of heavily populated or congested areas): Zones R-1, R-1E, R-2, R-2A, R-3, OS, M-1, M-2, G, NC, PUD, C-1 as described in Sec. 118 City Code of Ordinances.

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 14th day of July, 2017.

FINALLY PASSED AND APPROVED on this 25th day of July, 2017.

CITY OF BURNET, TEXAS

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary



Planning & Zoning

ITEM 4.7

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

Agenda Item Brief

Meeting Date: July 25, 2017

Agenda Item: Discuss and consider action: The City Council of the City of Burnet, in accordance with Code of Ordinances, Chapter 22, Article IV, Sections 22-81 and 22-82, will convene as the Board of Appeals for the purpose of considering an appeal to the order declaring the structure located at 1407 N. Water Street to be dangerous and unsafe, and therefore a public nuisance; and further ordering the demolition or removal of said structure: M. Lewis

Background: On June 13, the City Council, sitting as the Board of Appeals heard the owner's appeal to the order for the repair or demolition of the structure located at 1407 N. Water Street (See Exhibits A and B). Mr. John Cashman, the property owner presented his proposal for completing necessary repairs to the structure in question.

The Board granted Mr. Cashman an extension until July 11, 2017 for the purpose of allowing him to undertake necessary repairs.

The purpose of this report is to provide the Board of Appeals with a status update regarding Mr. Cashman's efforts to date.

Information: On June 14, 2017, Mr. Cashman left a voice mail message with Code Enforcement Officer Cindy Young. The message requested information regarding waste container rental. Ms. Young returned the call leaving a voice mail message for Mr. Cashman.

When Mr. Cashman failed to respond, Ms. Young, on June 20, 2017, sent the certified letter attached as Exhibit C. The letter outlines the terms of the extension granted by the Board. It additionally outlines the City's expectations for action relating to necessary repairs.

The certified mail, green card returned to the City by the USPS indicates that Ms. Young's letter was received and signed for on June 22, 2017. As of July 6, 2017, the date on which this report is being drafted, Mr. Cashman has not contacted the City.

On July 5, 2017, Ms. Young again reached out to Mr. Cashman, sending the certified letter attached as Exhibit D. This letter reminds Mr. Cashman that City Council (sitting as Board of Appeals) will consider the extension he was given in order to undertake repairs on 1407 N. Water Street. It also informs him that due to his lack of action, staff will not support any further extension to the order to repair or demolish the structure.

Fiscal Impact:

None

Recommendation:

Staff recommends Board of Appeals authorization to carry out the order for demolition of the structure located at 1407 N. Water Street.

1407 N. Water Street



EXHIBIT B

BOARD OF APPEALS ORDER



CITY OF BURNET BOARD OF APPEALS

ORDER TO DEMOLISH OR REPAIR 1407 N WATER STREET

The Board of Appeals of the City of Burnet, Texas, acting pursuant to authority vested therein by Section 22-81 and Section 22-82 of the City of Burnet Code of Ordinances did on March 14, 2017 conduct a public hearing regarding the structure located 1407 N. Water Street and further described as Lot 4; Block 3; Oaks Addition; Property ID #33508.. A legal quorum of the Board was present.

The property owners of record of 1407 N. Water Street were provided with thirty (30) day notice of said public hearing by means of certified mail in order to afford said owners and any persons with interest the opportunity to appear before the Board and provide testimony to the Board. The property owners, Mr. John B Cashman Jr. and Ms. Sylvia Cashman **DID NOT** appear to present information regarding the property, and more specifically to submit proof of the scope of any work that may be required to comply with the City's Code of Ordinances and the property maintenance codes adopted therein; and the time it will take to reasonably perform the work.

The Board of Appeals, based on evidence and testimony presented at said March 14, 2017 public hearing has found the structure located at 1407 N. Water Street to be a Dangerous and Unsafe Structure, and therefore a public nuisance under the terms of Code of Ordinances, Chapter 22, Article IV, Dangerous Building Abatement Code. This determination is based on evidence received at the March 14, 2017 public hearing said evidence including testimony received from City staff and an January 24, 2017 Substandard Building Inspection Report documenting the conditions which have caused the structure at 1407 N Water Street to become dangerous, unsafe, and a public nuisance. A copy of the January 24, 2017 report is attached to this order and incorporated for all purposes herein;

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF APPEALS OF THE CITY OF BURNET, TEXAS, THAT:

Having considered all information presented in its March 14, 2017 public hearing, the Board of Appeals, by a majority vote of the members of the Board, finds the structures located at 1407 N Water Street to be a dangerous, unsafe and a public nuisance under the terms of Code of Ordinances Chapter 22, Article IV, Dangerous Building Abatement Code.

IT IS THEREFORE ORDERED that the conditions on the property located and legally described as:

1407 N Water Street, Burnet, Texas
Property ID: Property ID #33508
Legal Description: Lot 4; Block 3; Oaks Addition;
Property Owner: John B. Cashman Jr. and Sylvia Cashman
6311 Stillman Street
Houston, Texas 78611

constitutes a public nuisance in need of abatement.

IT IS THEREFORE ORDERED that the above property:

___ be repaired by the owner to meet the standards set forth in the City's Code of Ordinances and the adopted International Codes therein as specified in this Order;

OR

X that the above property be DEMOLISHED should the owner, within (30) days of this order being issued and published as required by law fail to repair the structure in accordance with the standards set forth in the City's Code of Ordinances and the adopted International Codes therein as specified in this Order.

IT IS ALSO ORDERED that the owner:

___ complete the abatement action as ordered above with respect to the above described structure(s) within thirty (30) days of this order being issued and published as required by law;

OR

___ because the Board finds that the owner has established that the required work cannot reasonably be performed within thirty (30) days, the owner is required to commence the required work no later than _____ days following the issuance of this order and shall submit to this Board a detailed plan and time schedule for the performance and completion of the work no later than _____ days following the issuance of this order.

Owner is also required to submit progress reports to this Board demonstrating compliance with this order and the time schedules provided herein using the following Schedule:

Any and all abatement procedures must be done in accordance with all applicable statutory and code regulations.

This Order shall become final and non-appealable at the expiration of thirty (30) days following the mailing of this Order pursuant to Section 22-82(13). Orders of the Board are subject to a temporary stay of enforcement by the filing of a petition for writ of certiorari pursuant to Chapter 214 0012 of the Texas Local Government Code.


Failure to comply with this Order shall result in the abatement of the above condition by the City in a manner ordered by this Board. A lien shall be placed against the property for the City's abatement expenses, investigation and research expenses, civil penalties, plus administrative expenses as allowed by law.

SIGNED AND ORDERED on this the 25th day of April 2017

ATTEST:

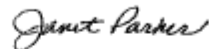

City Secretary




PRESIDING CHAIR



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Janet Parker, County Clerk

Burnet County Texas

5/16/2017 3:47:34 PM

FEE: \$24.00

201704750

OR

CITY OF BURNET
SUBSTANDARD BUILDING INSPECTION

DATE: January 24, 2017
ADDRESS: 1407 N. Water St.
LEGAL DESCRIPTION: Blk. 3; Lt. 4; Oaks Addition
PROPERTY OWNER: Cashman, John B. Jr. Etux Sylvia
OWNER'S ADDRESS:
NUMBER OF STRUCTURES: 1 with metal outbuilding
OCCUPANCY CLASSIFICATION: R-3 CONSTRUCTION TYPE: V
IS STRUCTURE OCCUPIED: NO IS STRUCTURE SECURED: NO
REMARKS: House is vacant & unsecured. Evidence of occupancy by transient person or persons. Yard chronically unmaintained. Mowed by City on multiple occasions.

THE ABOVE DESCRIBED STRUCTURE(S) WAS/WERE INSPECTED IN ORDER FOR THE PURPOSE OF IDENTIFYING ANY VIOLATIONS AND/OR DEFICIENCIES THAT MAY EXIST UNDER THE TERMS OF CODE OF ORDINANCES CHAPTER 22--BUILDINGS AND BUILDING REGULATIONS, ARTICLE IV--DANGEROUS BUILDING ABATEMENT CODE AND/OR THE 2009 INTERNATIONAL PROPERTY MAINTENANCE CODE. ANY VIOLATIONS/DEFICIENCIES OBSERVED ARE DETAILED BELOW.

EXTERIOR PROPERTY AREAS

SANITATION: Inadequate
GRADING & DRAINAGE: N/A
SIDEWALKS & DRIVEWAYS: N/A
WEEDS: Yes
RODENT HARBORAGE: YES.
EXHAUST VENTS: N/A
ACCESSORY STRUCTURES: Substandard metal accessory building
MOTOR VEHICLES: N/A
PROPERTY DEFACEMENT: N/A

SWIMMING POOLS/SPAS/HOT TUBS

SWIMMING POOL/SPA/HOT TUB: N/A
POOS/SPA/HOT TUB ENCLOSURE: N/A

EXTERIOR STRUCTURE—UNSAFE CONDITIONS

STRUCTURAL MEMBERS: Rot & water damage evident in rear wall

FOUNDATION/FOUNDATION WALLS/FOOTINGS: Rot in rear foundation sill

EXTERIOR WALLS: Localized areas of deterioration observed

ROOFS & DRAINAGE: Roof in poor condition. Missing shingles & underlayment allowing water in to house

DECORATIVE FEATURES: N/A

OVERHANG EXTENSIONS: Water damage to fascia & soffit. Opening in fascia allows vermin access.

STAIRS/DECKS/PORCHES/BALCONIES: N/A

CHIMNEYS & TOWERS: N/A

HANDRAILS & GUARDS: N/A

WINDOWS

GLAZING: OK

OPENABLE WINDOWS: Not Checked

INSECT SCREENS: Some missing

DOORS & ACCESS: Damage to rear doors prevent house from being secured.

OTHER: N/A

INTERIOR STRUCTURE

STRUCTURAL MEMBERS: N/A

INTERIOR SURFACES: Evidence of water damaged ceilings visible through building windows

HANDRAILS & GUARDS: N/A_____

INTERIOR DOORS: N/A_____

RUBBISH & GARBAGE: Rubbish visible through windows

LIGHT

HABITABLE SPACES: Unknown

HALLS & STAIRWAYS: Unknown

OTHER: Improperly installed exterior lighting

VENTILATION

HABITABLE SPACES: Missing window screens. HVAC condition unknown

BATHROOMS & TOILET ROOMS: Unknown

INSPECTION REPORT FOR 904 S. Main Street
DATE: January 27, 2017
PAGE 3 OF 3

COOKING FACILITIES: Unknown

CLOTHES DRYER EXHAUST: N/A

PLUMBING SYSTEMS

WATER SYSTEM: Unknown

FIXTURES: Unknown

DRAINAGE: Substandard

HEATING FACILITIES

HEAT SUPPLY: Unknown

MECHANICAL EQUIPMENT

MECHANICAL APPLIANCES: Unknown

COMBUSTION AIR: Unknown

ELECTRICAL FACILITIES

ELECTRICAL EQUIPMENT: Substandard & Unsafe

RECEPTACLES: Unknown

LIGHTS: N/A

OTHER: Service Drop too close to ground. Unsafe

FIRE SAFETY

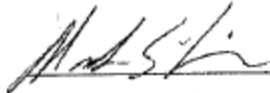
MEANS OF EGRESS: Rear door obstructed and damaged.

FIRE RATED ASSEMBLIES: N/A

FIRE SPRINKLER SYSTEMS: N/A

SMOKE ALARMS: Unknown

NOTES: House is non-habitable & unsecured. Did not enter due to evidence of use by transients.
Inspection made from building exterior. Interior comments based on view through windows and doors.



INSPECTOR NAME/SIGNATURE

1/27/17

DATE

FINAL DISPOSITION

BUILDING REPAIRS AUTHORIZED: _____

DEMOLITION ORDER ISSUED: _____

PERMITS ISSUED: _____

REPAIRS COMPLETED: _____

DEMOLITION COMPLETED: _____

EXHIBIT C

**June 20, 2017 Certified Letter From Cindy Young to John and Sylvia
Cashman**



City of Burnet

CODE ENFORCEMENT OFFICE

DIRECT (512) 715-3216
FAX: (512) 756-8560
E-Mail: cyoung@cityofburnet.com

P.O. Box 1369
Burnet, TX 78611
1001 Buchanan Drive, Suite 5

June 20, 2017

John B Cashman Jr. and Sylvia Cashman
6311 Stillman St.
Houston, TX 77007

CE#70133020000032256800
and Regular Mail

Property Located At: 1407 N. Water

Dear Mr. Cashman:

I received a phone message from you on June 14, 2017, regarding the price of waste containers for the purpose of clearing your property. Although, I returned your call and left a voice message with you, I have not heard back regarding your plans to proceed. An inspection today did not show that the brush had been removed.

The City Council took action on June 13th for the purpose of allowing you time to convince them that you were going to follow through with your proposed plan of action. We would have hoped by now to have already issued permits, with properly licensed mechanical, electrical and plumbing contractors being permitted through the city.

Please understand that if work doesn't commence by July 11th, 2017, as was agreed at the Council meeting, by the council members, a recommendation will have to be made that we let the order stand and commence with the demolition.

Again, if you have any questions or concerns, you may contact this office at your convenience.

Cindy Young
Code Enforcement Officer
City of Burnet

Cc: Mark Lewis, Director of Community Development

EXHIBIT D

July 5 Certified Letter From Cindy Young to John and Sylvia Cashman



City of Burnet

CODE ENFORCEMENT OFFICE

DIRECT (512) 715-3216
FAX: (512) 756-8560
E-Mail: cyoung@cityofburnet.com

P.O. Box 1369
Burnet, TX 78611
1001 Buchanan Drive, Suite 5

July 5, 2017

John B Cashman Jr. and Sylvia Cashman
6311 Stillman St.
Houston, TX 77007

CE# 7013 3020 0000 3225 6824
and Regular Mail

Property Located At: 1407 N. Water

Dear Mr. Cashman:

This letter is a follow up to my letter to you dated June 20, 2017, regarding the above location.

The City Council will be meeting on July 11th, 2017 to discuss the continuation of the demolition commencement. This office has not received any communication from you concerning the violation or any reasons that you cannot accomplish what is required to abate the violations. Due to the lack of communication and work that was assured the Council, they will not be able to support another extension. I would strongly advise that you come in person to the city council meeting next Tuesday to make any requests regarding this property. Based on the circumstances, Staff is not in a position to agree on recommending an extension, which means the order will stand as is.

Sincerely,

Cindy Young
Code Enforcement Officer
City of Burnet

Cc: Mark Lewis, Director of Community Development



Administration

ITEM 4.3

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

Agenda Item Brief

Meeting Date:	July 25, 2017
Agenda Item:	Discuss and consider action: Authorize the City Manager to grant the EPA access to other city owned property and Rights-of Way D. Vaughn
Background:	The City Council has previously granted the EPA access to several areas of the city to test for the presence of a chemical known as PERC.
Information:	The EPA is requesting additional access to the West Street and League Street ROW's.
Fiscal Impact:	N/A
Recommendation:	Staff recommends approval of the EPA's request. Additionally, staff recommends the City Council to authorize the City Manager to approve or deny future EPA requests.



Fire Department

ITEM 4.4

Mark Ingram
Fire Chief
830-798-4764
mingram@cityofburnet.com

Agenda Item Brief

Meeting Date:	July 25, 2017
Agenda Item:	Discuss and consider action: Approve a quote and authorize purchase of an ambulance: M. Ingram
Background:	<p>The purchase of this ambulance is to replace Med 3, due to age and mileage. Med 3 currently has 251, 706 miles on it.</p> <p>Med 3 will be traded in for the new ambulance. Med 3 is a 2009 Dodge Ram Frazer ambulance.</p>
Information:	The attached quote includes the trade in of the Med 3, 2009 Dodge Ram Frazer ambulance for a total trade in value of \$9,000 towards the purchase of the new Fazer Type 1 ambulance.
Fiscal Impact:	This is a budgeted item for the 2017/2018 FY Budget. The estimated total is \$169,200
Recommendation:	Approve the quote and purchase of a ambulance for the Burnet Fire/EMS



July 19, 2017

Lealand Raiford
Burnet Fire and EMS
lraiford@cityofburnet.com

Quote # 540A

Chief Raiford,

Per your request we are quoting (1) Frazer Type I 12' Generator (MEPS) Powered Module mounted on a 2018 Chevy C3500 diesel 4x2 with steel wheels with a LiquidSpring suspension. For your convenience all pricing has been itemized below.

Frazer Type I 12' Generator (MEPS) Powered Module	\$ 97,900.00
2018 Chevy C3500 diesel 4x2 with steel wheels	\$ 45,500.00
LiquidSpring suspension	\$ 10,000.00
Heat shielding for diesel chassis	\$ 1,500.00
Chassis Exterior	\$ 4,050.00
Chassis Interior	\$ 3,600.00
Module Exterior	\$ 10,875.00
Module Interior	\$ 10,775.00
Subtotal	\$ 184,200.00
HGAC (AM 10-16) fee	\$ 1,000.00
Trade In for 2009 Dodge Ram 3500 Frazer ambulance with mileage ~ 250,275 (VIN 3D6W64ELXAG122758)	\$ -9,000.00
Loyal customer discount*	\$ -7,000.00
Total	\$ 169,200.00

Items included in above total:

Chassis Exterior:

1 . Stainless steel wheel covers	\$ incl.
2 . Black Ranch Hand powder coated grille guard with wrap arounds	\$ 700.00
3 . (2) Whelen 315P speakers on grille guard	\$ incl.
4 . (4) Whelen M4 series grille LEDs w/ clear lenses (C-R-R-C)	\$ 300.00
5 . (4) Whelen M4 series intersect LEDs w/ clear lenses (C-R-R-C)	\$ 300.00
6 . Frazer aluminum rear window pass through plate	\$ incl.
7 . Route chassis exhaust below the generator compartment	\$ incl.
8 . ArcRite running boards (no Sure Grip)	\$ 850.00
9 . Furnish and install dual 10 and 12" air horns with switch on console and a standard recovery compressor in the electrical compartment	\$ 1,900.00
10 . Furnish and install braided grounding strap from module base frame to chassis frame rails	\$ incl.
11 . Connect rear bumper to chassis frame	\$ incl.
12 . (2) Mega fuses in engine compartment	\$ incl.
Total	\$ 4,050.00

Chassis Interior:

13 . Custom powder coated 6-slot aluminum center console:	\$ incl.
14 . Slot : Single switch panel	\$ incl.
<i>Layout: PRIMARY – SECONDARY – Air Horn – Blank – SIDE SCENE (1 way switch – controls one side) – SIDE SCENE (1 way switch – controls one side) – REAR LOAD – Blank– START STOP (Genset)</i>	
	\$ incl.

15 . Slot 2: Install customer provided radio with base, antenna, speaker and mic.	\$	450.00
16 . Slot 3: Whelen 295SLSA1 siren (Tap-2) w/ mic on passenger's side of console slot 1	\$	incl.
17 . Slot 4/5/6: Triple blank insert	\$	200.00
18 . Arm rests	\$	200.00
19 . 2 large map holders on rear console	\$	250.00
20 . Spotlight sent loose	\$	incl.
21 . Exhaust warning buzzer inside the console w/ Genset shutdown circuit	\$	incl.
22 . Module disconnect switch mounted in chassis cab with indicator light on console	\$	incl.
23 . Furnish and install extra 5# ABC fire extinguisher Note: until an SAE compliant bracket becomes available, this will be shipped loose	\$	100.00
24 . Rearview monitor with camera with in chassis cab	\$	1,600.00
25 . Aftermarket Vinyl	\$	800.00
26 . Coax runs: (2) terminating in electrical compartment, (2) terminating under the driver's side seat in the chassis (Verify this)	\$	incl.
Total	\$	3,600.00

Module Exterior:

27 . Paint module Frazer white to match chassis	\$	N/C
28 . *Striping and lettering to match your fleet	\$	2,600.00
29 . 3M diamond grade white conspicuity w/ red overlay on entire rear of module	\$	1,500.00
30 . 4" white conspicuity strips on inside of main entry doors and applicable compartment doors	\$	250.00
31 . All clear lenses on emergency LEDs	\$	N/C
32 . (8) Whelen M6 series red LED box lights	\$	incl.
33 . (5) Whelen M6 series LEDs on front wall (R-C-A-C-R)	\$	incl.
34 . (3) Whelen M6 series LEDs on rear wall (R-A-R)	\$	incl.
35 . (2) Whelen M6 series LED load lights with flanges on rear of module (come ON with Reverse, when PASSENGER'S SIDE rear entry door opens and (2) three-way switches: one at console, one at rear doors)	\$	incl.
36 . (2) Whelen M6 series red brake/tail/turn LEDs	\$	incl.
37 . (2) Whelen M6 series red wheel well LEDs	\$	incl.
38 . (2) Fire Research Corp. 900 series Spectra LED scene lights – on 2 switches	\$	incl.
39 . Passenger's scene light(s) shall come ON when the side entry door is opened in addition to switches on console	\$	275.00
40 . ICC clearance lights above corner/box lights	\$	incl.
41 . (2) Grote 4" round BTT red LEDS in the rear bumper panel on each side	\$	incl.
42 . (2) Grote 4" round back-up clear LEDS in the rear bumper panel on each side	\$	incl.
43 . All exterior compartments to have adjustable shelves on Unistrut tracks	\$	incl.
44 . All module entry doors to have emergency release handles	\$	incl.
45 . Single 30 amp Meltric shore receptacle on driver's side front wall of module w/ pigtail shipped loose	\$	incl.
46 . Shore power ignition kill switch	\$	250.00
47 . Diamond plate on front corners, wheel wells, and rear	\$	incl.
48 . Rear outside only storage compartment w/ no shelf	\$	N/C
49 . Furnish and install (2) SCBA brackets mounted on flat bars in the corners	\$	800.00
50 . (4) coat hooks mounted in rear storage w/ one on the front and one on the back wall and two on a 1" x3' angle	\$	250.00
51 . O2 compartment with a laydown "H" cylinder & shelf 20" from floor of compartment	\$	incl.
52 . Furnish and install certification label on inside of O2 compartment door panel.	\$	50.00
53 . Standard long lower storage compartment w/ gas hold open	\$	incl.
54 . Standard radio compartment	\$	incl.
55 . Electrical system decal applied to interior of compartment access door	\$	incl.
56 . Standard electrical compartment w/ 30 amp On-board chassis battery charger	\$	incl.
57 . Standard rear backboard compartment	\$	incl.
58 . Furnish and install 6.3 kW MEPS system in lieu of Cummins Onan gasoline commercial generator system	\$	4,900.00
59 . Treadbrite on front corners, wheel wells, and rear (no hole for generator gasoline fill)	\$	incl.

60 . Install MEPS ACU in radio compartment and add vent to back wall of compartment	\$	N/C
61 . Reconfigure generator compartment to be outside only compartment / insulation, compartment light, and door switch and drip rail	\$	N/C
62 . Special stainless cladding w/ vents for MEPS in radio compartment	\$	N/C
63 . Double step at side entry door w/ black and yellow caution tape on top threshold	\$	incl.
64 . Spare tire – loose	\$	incl.
65 . Eberhard “automotive style” latches w/ J236 keys and J102 keys	\$	incl.
66 . Double 6061-T6 structural members welded at all vertical and horizontal wall intersections	\$	incl.
67 . Furnish and install "J" channel drip rails over each compartment door (not A/C), in addition to standard entry doors and passenger side rear storage	\$	incl.
68 . Furnish and install LED compartment lighting in all compartments (includes rear backboard compartment and passenger side rear storage) except for A/C	\$	incl.
Total	\$	10,875.00

Module Interior:

69 . 120VAC Dometic filtered air conditioning and heat w/ thermostat at the action wall w/ ventilation fan and switch at action wall – wire to fail safe	\$	incl.
70 . Location 3 – 120VDC outlet w/o medical diode	\$	150.00
71 . Aluminum powder coated interior cabinets	\$	incl.
72 . Powder coated aluminum countertops or stainless countertops	\$	incl.
73 . SpecTape-Insulfab insulation and sound deadening material in ceiling, walls and doors	\$	incl.
74 . Double-pane entry door windows	\$	incl.
75 . Stainless steel grab handles	\$	incl.
76 . SSCOR brand suction at action wall – Location 6	\$	incl.
77 . 4 place switch panel w/ thermostat (Interior lights, Front interior light, EXHAUST, blank switch) – Location 1	\$	incl.
78 . Standard dump bypass/rear load switch plate	\$	incl.
79 . Sharps container and bracket at the action wall in standard location	\$	incl.
80 . Small acrylic holder at the end of the action wall	\$	incl.
81 . 22 pocket acrylic holder above squad bench	\$	600.00
82 . Stainless steel squad bench and action wall wrappers	\$	incl.
83 . (8) Grote LED interior ceiling lights	\$	incl.
84 . Standard overhead grab rails	\$	incl.
85 . (2) IV hangers in ceiling	\$	incl.
86 . Lonseal “Loncoin” vinyl flooring-black	\$	100.00
87 . Alucabond aluminum & polyethylene plastic sub-floor	\$	incl.
88 . Additional layer of subfloor for Ferno Stat Trac	\$	1,000.00
89 . Furnish and install StatTrac™ Cot Fastening System with Mntng Blocks (Mid Trac 96" Length) Kit (FERNO ITEM # 000185MT) *MAKE SURE THIS HAS THE CHARGING SYSTEM that is installed in the floor*	\$	2,250.00
90 . Dual O2 outlet at action wall (Location 2), single O2 outlet above squad bench	\$	incl.
91 . 5 lb. ABC fire extinguisher - shipped loose	\$	N/C
92 . 120VAC duplex outlet 24" from the floor of the I/O compartment (typically above shelf)	\$	incl.
93 . 120VAC duplex at the laydown O2 box in standard location	\$	incl.
94 . 120 VAC quad outlet at the action wall – Location 7	\$	incl.
95 . Standard laydown O2 box w/ Lexan lid	\$	incl.
96 . Standard front wall cabinets	\$	incl.
97 . Standard front corner area	\$	incl.
98 . Furnish and install aluminum door over front corner area	\$	incl.
99 . Aluminum locking drug box in standard location	\$	250.00
100 . Grey trash can in the top opening at the head of the squad bench w/ hinged lexan lid	\$	incl.
101 . Standard Front I/O w/ (1) adjustable shelf on Unistrut tracks w/ compartment below	\$	incl.
102 . Reinforced lexan doors with latches	\$	incl.
103 . Squad bench cabinet w/ padded trim	\$	600.00
104 . Ribbed rubber on front I/O shelf/shelves	\$	incl.
105 . Oxygen regulator	\$	150.00

106 . Akro bins (36 small, 18 large) blue	\$ 450.00
107 . Blue cushions	\$ incl.
108 . Large trash can w/ bracket on side entry door	\$ 100.00
109 . Bolster cabinet at front of squad bench w/ lip and sharps container towards aisle	\$ 600.00
110 . Add Bowman glove box holder or three onto the bolster (discuss amount at build)	\$ 225.00
111 . 4 high glove box holder on rear wall of module (add plate)	\$ 300.00
112 . Portable oxygen cylinders located inside the patient compartment must meet SAE J3043 compliance - Furnish and install Zico or Ferno mounts (under shelf in the front I/O)	\$ 350.00
113 . Install customer provided monitor mount	\$ incl.
114 . Magnetically attached Wise ProTek seamless back and headrest cushions at each seated position at CPR seat and Squad Bench	\$ incl.
115 . Furnish and install (3) 6 pt harness at specified seating positions at (1)CPR seat and (2)Squad Bench Note: At each seated position where the customer elects NOT to have a harness, there will be NO lap belt allowing personnel to sit there.	\$ 1,500.00
116 . 22 pocket acrylic holder between seats on squad bench-see Frazer 12' demo	\$ 600.00
117 . Cabinet aft of CPR seat	\$ 900.00
118 . Single CPR seat w/ latching lid w/ gas hold-opens	\$ incl.
119 . Standard captain's chair w/ 4 pt. harness and built in child safety seat	\$ 650.00
Total	\$ 10,775.00

Triple K Exceptions		
Customer has elected to take the follow exceptions from the KKK-A-1822F standard including change notices 1-9.		
Section	Option Choice	\$
3.9.7.2	Furnish and install mud flaps for front tires	\$ 300.00
3.14.4	Primary siren shall be wired to Tap 2 W/ HORN/ SIREN switch on console	\$ 100.00
3.8.4.1	All interior ceiling LEDs shall come ON in the dim setting when the side or rear entry doors are open Note: Wired to only work with fail-safe	\$ 450.00
3.12	Furnish and install cylinder changing wrench inside oxygen compartment w/ retention chain	\$ 100.00
3.12	Furnish and ship loose oxygen regulator Note: When doing electric oxygen, the regulator is included.	\$ 275.00
3.7.2.1	Install resettable spare 15 amp fuse on Ignition fuse block in electrical compartment - label this circuit "spare/customer use"	\$ 50.00
3.4.2.2 & 3.13.2	Furnish and install auxiliary module heater w/ switch at action wall	\$ 850.00
3.10.6	Furnish and install "J" channel drip rails around the entire module body w/ drip points at each corner	\$ 500.00
3.10.12	"3" round Whelen LED in step well of side entry door towards front wall Note: Wired to turn on when door is opened Note: Wire to fail safe	\$ 425.00
3.10.9	Furnish and install door hold opens on all compartments except for Onan & A/C Note: Rear backboard will have a friction hinge	\$ 1,050.00
3.7.6.2	Furnish and install aftermarket voltmeter in chassis cab w/ audible alarm & visual indicator	\$ 200.00
6.4	Provide Frazer MSO/MCO in delivery book	\$ 50.00
3.11.1.3	Cardiac Monitor Mounts must meet SAE J3043 compliance - Furnish and install Ferno InTraxx mount and bracket system	\$ 2,500.00
<div> <div>Signature</div> <div>Title</div> <div>Date</div> </div>		

- 1 . This quote is valid for 90 days.
- 2 . All pricing is F.O.B. Houston.
- 3 . Per TMVCC we are quoting this through our licensed franchise dealers, Knapp Chevrolet.
- 4 . Please make your purchase order out to Knapp Chevrolet (P.O. Box 4179, Houston, TX 77210). Please email a copy of your purchase order and this quote to Bob Flanders with Knapp Chevrolet bflanders@knappchevy.com and to Adam Fischer at sales@frazerbilt.com.
- 5 . Please note, payment for the entire purchase is due upon receipt and acceptance of completed unit.
- 6 . To minimize delays, customer provided items should be present prior to unit production start.
- 7 . Frazer will provide a weight slip with accompanying scale calibration certification. Your local vehicle registration office may require a state certified weight slip for registration. Should that be the case, you will need to weigh the vehicle at a local weigh station that provides a weight slip with the department of agriculture seal prior to registration.
- 8 . *This is a one time only discount and will not apply to future purchases.
- 9 . *Striping and lettering pricing may be adjusted based on the company's scheme. Striping and lettering pricing includes two hours' design time in the base price. Additional design time for more extensive graphics and/or multiple changes is quoted at \$100/hour.

Thank you for the opportunity to quote this job. If you have any questions please call me at 888-372-9371.

Best Regards,



Erika Fullick
Inside Sales Representative
Frazer, Ltd.



Public Works

ITEM 4.5

Jonny Simons
Street Department Supervisor
jsimons@cityofburnet.com

Agenda Item Brief

Meeting Date:	July 25, 2017
Agenda Item:	Discuss and consider action: Authorize the purchase of a new dump truck: J. Simons
Background:	The purchase of the new dump truck is a CIP (Capital Improvements Program) scheduled fleet replacement.
Information:	The 2016 Freightliner 114SD Dump Truck is an automatic, 15YD dump body with swingout tailgate, which includes a 5 year warranty. Delivery of the dump truck is expected to be in 90 days.
Fiscal Impact:	The total amount of purchase will be \$110,000. This is a budgeted item as of the approved by Ordinance 2017-13 on July 27, 2017 amending the 2016/2017 FY budget
Recommendation:	Staff recommends approval of the purchase of the new freightliner 114SD Dump Truck.



Administration

ITEM 4.6

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

Agenda Item Brief

Meeting Date:	July 25, 2017
Agenda Item:	Discuss and consider action: Authorize a community project to renovate and revitalize Live Oak Park: D. Vaughn
Background:	The Rotary Club of Burnet established a reserve fund several years ago towards the goal of funding a large project that would impact the community significantly and have chosen to invest in the renovations of Live Oak Park.
Information:	The Rotary Club of Burnet's Board of Directors voted on dedicating \$25,000 toward the Live Oak Park renovation project and is in the process of a grant submission to LCRA for matching funds in the same amount giving the city a total of \$50,000 towards the estimated total project cost of \$75,000 - \$100,000.
Fiscal Impact:	Upon approval of the LCRA Grant and the receipt of the dedicated funds from the Rotary Club, there will be \$25,000 - \$50,000 still needed to complete the project.
Recommendation:	Staff requests approval to commit funds in excess of the donated \$50,000 to be included in the Parks Department budget for FY 2017/2018.

Live Oak Park Community Project Site Plan



- | | | | | | |
|---|--------------------------|---|------------------------|---|----------------|
|  | 40 x 60 Covered Pavilion |  | Playground Shade Cover |  | New Sign |
|  | LED Upgrade |  | Ornamental Iron Fence |  | New Park Bench |
|  | Resurface Court |  | Cedar Privacy Fence | | |

FINANCIAL REPORT JUNE 2017

BUDGET vs ACTUAL REPORT 06/30/17

	2016-2017		YTD	% of			YTD	YTD	YTD	Variance	MTD	MTD	Variance						
	BUDGET	06/30/2017	BUDGET	Target	Over/Under	06/30/16	BUDGET	06/30/2017	BUDGET		06/30/2017								
GOVERNMENTAL ORGANIZATIONAL UNIT																			
General Fund																			
Operating Revenues	\$	9,812,014	\$	7,945,065	81%	79%	2%	\$	7,437,125	\$	7,763,042	\$	7,945,065	102%	\$	720,871	\$	728,155	101%
Use of Fund Balance	\$	1,808,500	\$	853,903	47%	47%		\$	1,467,421	\$	1,356,375	\$	853,903	63%	\$	150,708	\$	60,702	40%
Operating Expenses	\$	11,071,302	\$	7,940,711	72%	75%	-3%	\$	7,933,910	\$	8,304,295	\$	7,940,711	96%	\$	877,321	\$	928,900	106%
Debt Service	\$	-	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	0%	\$	-	\$	-	0%
Total Expense	\$	11,071,302	\$	7,940,711	72%	75%	-3%	\$	7,933,910	\$	8,304,295	\$	7,940,711	96%	\$	877,321	\$	928,900	106%
Operating Profit/Loss	\$	549,212	\$	858,257	156%	148%	8%	\$	970,636	\$	815,123	\$	858,257	105%	\$	(5,742)	\$	(140,042)	2439%
Golf Course Fund																			
Operating Revenues	\$	1,437,604	\$	1,107,357	77%	76%	1%	\$	1,094,816	\$	1,097,981	\$	1,107,357	101%	\$	116,306	\$	114,291	98%
Operating Expenses	\$	1,553,514	\$	1,158,218	75%	74%	1%	\$	1,078,910	\$	1,144,145	\$	1,158,218	101%	\$	145,645	\$	144,579	99%
Debt Service	\$	-	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	0%	\$	-	\$	-	0%
Total Expense	\$	1,553,514	\$	1,158,218	75%	74%	1%	\$	1,078,910	\$	1,144,145	\$	1,158,218	101%	\$	145,645	\$	144,579	99%
Operating Profit/Loss	\$	(115,910)	\$	(50,861)	44%	40%	4%	\$	15,906	\$	(46,164)	\$	(50,861)	110%	\$	(29,339)	\$	(30,288)	103%
General Government Capital Fund																			
Revenue	\$	-	\$	-															
Use of Loan Proceeds	\$	-	\$	-															
Use of Fund Balance - General Fund	\$	1,050,000	\$	628,183	60%														
Expenses	\$	1,050,000	\$	628,183	60%														
Capital Project Gain/Loss	\$	-	\$	0															
Golf Course Capital Project Fund																			
Contributions	\$	-	\$	-															
Use of Fund Balance - General Fund	\$	226,000	\$	225,720	100%														
Expenses	\$	226,000	\$	225,720	100%														
Capital Project Gain/Loss	\$	-	\$	-															
ORGANIZATIONAL UNIT NET CHANGE	\$	433,302	\$	807,396															
ELECTRIC ORGANIZATIONAL UNIT																			
Electric Fund																			
Operating Revenues	\$	8,309,373	\$	5,971,029	72%	67%	5%	\$	6,142,305	\$	5,529,758	\$	5,971,029	108%	\$	963,241	\$	801,154	83%
Use of Fund Balance	\$	265,000	\$	110,579				\$	14,002	\$	201,900	\$	110,579	55%	\$	22,433	\$	-	0%
Operating Expenses	\$	7,755,241	\$	5,621,149	72%	75%	-3%	\$	5,637,465	\$	5,799,374	\$	5,621,149	97%	\$	714,417	\$	735,302	103%
Debt Service	\$	67,303	\$	50,477	75%	75%	0%	\$	49,401	\$	50,477	\$	50,477	100%	\$	5,609	\$	5,609	100%
Total Expense	\$	7,822,544	\$	5,671,626	73%	75%	-2%	\$	5,686,866	\$	5,849,851	\$	5,671,626	97%	\$	720,025	\$	740,911	103%
Operating Profit/Loss	\$	751,829	\$	409,982				\$	469,442	\$	(118,193)	\$	409,982	-347%	\$	265,649	\$	60,243	23%
Transfer Out	\$	(235,000)	\$	(110,579)				\$	(14,002)	\$	(179,400)	\$	(110,579)	62%	\$	(19,933)	\$	-	0%
Operating Profit/Loss	\$	516,829	\$	299,403				\$	455,439	\$	(297,593)	\$	299,403	-101%	\$	245,716	\$	60,243	25%
Electric Capital Project Fund																			
Contributions	\$	115,000	\$	73,149															
Use of Fund Balance - Electric Fund	\$	239,200	\$	110,579															
Expenses	\$	354,200	\$	171,505															
Capital Project Gain/Loss	\$	-	\$	12,224															
ORGANIZATIONAL UNIT NET CHANGE	\$	516,829	\$	311,627															

FINANCIAL REPORT JUNE 2017

	2016-2017 BUDGET	YTD 06/30/2017	% of BUDGET	Target	Over/Under
WATER/WASTEWATER ORGANIZATIONAL UNIT					
Water/Wastewater					
Operating Revenues	\$ 3,428,300	\$ 2,984,740	87%	82%	5%
Use of Fund Balance	\$ 615,800	\$ 67,339			
Operating Expenses	\$ 2,037,281	\$ 1,801,591	88%	92%	-4%
Debt Service	\$ 1,023,171	\$ 764,941	75%	75%	0%
Transfer Out	\$ 615,800	\$ 67,339			
Total Expense	\$ 3,676,252	\$ 2,633,870	72%	84%	-12%
Operating Profit/Loss	\$ 367,848	\$ 418,208			
Water/Wastewater Capital Fund					
Revenues	\$ 135,000	\$ 61,163			
Use of Water Fund - Fund Balance	\$ 615,800	\$ 67,339			
Use of Water Impact Fees	\$ 87,000	\$ 45,839			
Use of Loan Proceeds	\$ 590,000	\$ 236,460			
Expenses	\$ 1,427,800	\$ 349,638			
Capital Project Gain/Loss	\$ -	\$ 61,163			
ORGANIZATIONAL UNIT NET CHANGE	\$ 367,848	\$ 479,371			
AIRPORT ORGANIZATIONAL UNIT					
Airport Fund					
Revenues	\$ 725,330	\$ 584,452	81%	72%	9%
Use of Fund Balance	\$ -	\$ -			
Operating Expenses	\$ 604,690	\$ 457,272	76%	72%	4%
Debt Service	\$ 22,295	\$ 16,721	75%	75%	0%
Total Expense	\$ 626,985	\$ 473,993	76%	73%	3%
Operating Profit/Loss	\$ 98,345	\$ 110,459			
Transfer Out - Cap Fund	\$ -	\$ -			
Transfer In	\$ -	\$ -			
Net Profit/Loss	\$ 98,345	\$ 110,459			
Airport Capital Fund					
Revenues	\$ -	\$ 31,559			
Expenses	\$ -	\$ 2,364			
Capital Project Gain/Loss	\$ -	\$ 29,195			
ORGANIZATIONAL UNIT NET CHANGE	\$ 98,345	\$ 139,654			

BUDGET vs ACTUAL REPORT 06/30/17

YTD 06/30/16	YTD BUDGET	YTD 06/30/2017	Variance	MTD BUDGET	MTD 06/30/2017	Variance
\$ 2,888,559	\$ 2,810,271	\$ 2,984,740	106%	\$ 340,820	\$ 365,443	107%
\$ 437,699	\$ 461,850	\$ 67,339	15%	\$ 51,317	\$ 958	2%
\$ 1,809,906	\$ 1,877,110	\$ 1,801,591	96%	\$ 211,507	\$ 225,888	107%
\$ 772,106	\$ 767,378	\$ 764,941	100%	\$ 85,264	\$ 84,993	100%
\$ 437,699	\$ 461,850	\$ 67,339	15%	\$ 51,317	\$ 958	2%
\$ 3,019,710	\$ 3,106,338	\$ 2,633,870	85%	\$ 348,088	\$ 311,840	90%
\$ 306,547	\$ 165,783	\$ 418,208	252%	\$ 44,049	\$ 54,562	124%
\$ 434,298	\$ 520,585	\$ 584,452	112%	\$ 37,775	\$ 65,826	174%
\$ 3,335	\$ -	\$ -	0%	\$ -	\$ -	0%
\$ 291,369	\$ 437,940	\$ 457,272	104%	\$ 44,315	\$ 52,381	118%
\$ 17,486	\$ 16,721	\$ 16,721	100%	\$ 1,858	\$ 1,858	100%
\$ 308,856	\$ 454,661	\$ 473,993	104%	\$ 46,173	\$ 54,239	117%
\$ 128,777	\$ 65,924	\$ 110,459	168%	\$ (8,399)	\$ 11,587	-138%
\$ (3,335)	\$ -	\$ -	0%	\$ -	\$ -	0%
\$ -	\$ -	\$ -	0%	\$ -	\$ -	0%
\$ 125,442	\$ 65,924	\$ 110,459	168%	\$ (8,399)	\$ 11,587	-138%

OTHER ORGANIZATIONAL UNITS

Operating Revenues
Operating Expenses
Net Profit/Loss

Revenue

Expenses

Net Profit/Loss

Operating Revenues
Use of Fund Balance
Operating Expenses
Net Profit/Loss

Operating Revenues	
Operating Expenses	
Net Profit/Loss	

Operating Revenues
Operating Expenses
Net Profit/Loss

Operating Revenues
Operating Expenses

Net Profit/Loss

2016-2017 BUDGET		YTD 06/30/2017	% of BUDGET	Target	Over/Under
\$	346,000	\$ 107,286	31%		
\$	334,478	\$ 71,301	21%		
\$	11,522	\$ 35,985			
\$	50,096	\$ 16,322	33%		
\$	50,000	\$ 13,895	28%		
\$	96	\$ 2,427			
\$	926,000	\$ 493,482	53%		
\$	500,000	\$ -			
\$	1,366,000	\$ 286,428	21%		
\$	60,000	\$ 207,053			
\$	1,113,519	\$ 832,684	75%		
\$	1,113,519	\$ 804,972	72%		
\$	-	\$ 27,712			
\$	873,419	\$ 557,156	64%		
\$	1,137,000	\$ 702,160	62%		
\$	(263,581)	\$ (145,004)			
\$	351,779	\$ 314,367	89%		
\$	351,779	\$ 173,874	49%		
\$	-	\$ 140,493			

YTD 06/30/16	YTD BUDGET	YTD 06/30/2017	Variance	MTD BUDGET	MTD 06/30/2017	Variance

Cash & Investment Report Jun-17

Acct #	Bank	Account Name	Account Type	Balance 06/30/2017	Date Purchased	Maturity Date	Interest Rate
Unrestricted Accounts							
984	FSB	Operating Cash	Checking	\$ 2,697,055.39	N/A	N/A	0.10%
2329	FSB	Golf Course Petty Cash	Checking	\$ 1,285.18	N/A	N/A	0.00%
2535	FSB	Operating Reserve	M/M	\$ 383,006.79	N/A	N/A	0.20%
2352	FSB	Delaware Springs-Credit Card Acct	Checking	\$ -	N/A	N/A	0.00%
2378	FSB	Airport-Credit Card Acct	Checking	\$ -	N/A	N/A	0.00%
2386	FSB	Utility-Credit Card Acct	Checking	\$ -	N/A	N/A	0.00%
2469	FSB	Court-Credit Card Acct	Checking	\$ -	N/A	N/A	0.00%
33139	FSB	Operating	CD	\$ 500,678.53	04/19/2017	07/20/2017	0.55%
33140	FSB	Operating	CD	\$ 500,000.00	01/13/2017	07/12/2017	0.70%
33141	FSB	Operating	CD	\$ 500,000.00	01/13/2017	07/12/2017	0.70%
Total Unrestricted Accounts				\$ 4,582,025.89			
Restricted by Council Action							
33144	FSB	Operating Reserve	CD	\$ 250,000.00	01/17/2017	07/16/2017	0.70%
33145	FSB	Operating Reserve	CD	\$ 250,000.00	01/17/2017	07/16/2017	0.70%
33146	FSB	Operating Reserve	CD	\$ 500,000.00	01/17/2017	07/16/2017	0.70%
Total Restricted by Council Action				\$ 1,000,000.00			
Restricted by Purpose or Law							
1453	FSB	Bond Reserves	M/M	\$ 459,265.04	N/A	N/A	0.20%
2188	FSB	Self Funded	M/M	\$ 355,682.64	N/A	N/A	0.20%
2402	FSB	Hotel/Motel	M/M	\$ 63,296.43	N/A	N/A	0.20%
33142	FSB	Hotel/Motel	CD	\$ 300,407.12	04/18/2017	07/17/2017	0.55%
2451	FSB	Construction Acct.	Checking	\$ 115,599.28	N/A	N/A	0.00%
2485	FSB	PD Seizure	M/M	\$ 3,642.54	N/A	N/A	0.20%
2493	FSB	Municipal Court	M/M	\$ 60,691.76	N/A	N/A	0.20%
2519	FSB	Impact Fee Water	M/M	\$ 149,466.29	N/A	N/A	0.20%
2543	FSB	Airport Reserve	M/M	\$ 35,265.75	N/A	N/A	0.20%
33143	FSB	Airport Reserve	CD	\$ 579,895.77	01/17/2017	07/16/2017	0.70%
2568	FSB	Benevolent Funds	Checking	\$ 2,234.97	N/A	N/A	0.00%
2576	FSB	Interest & Sinking Acct.	M/M	\$ 233,693.20	N/A	N/A	0.20%
2584	FSB	Impact Fee Wastewater	M/M	\$ 35,442.96	N/A	N/A	0.20%
2592	FSB	BEDC	Super NOW	\$ 622,673.38	N/A	N/A	0.10%
33181	FSB	BEDC	CD	\$ 250,000.00	03/22/2017	09/22/2017	0.55%
2634	FSB	Benefit Trust Account	Checking	\$ -	N/A	N/A	0.00%
2675	FSB	PD Explorer Program	M/M	\$ 6,309.50	N/A	N/A	0.00%
2691	FSB	Fire Dept Explorer Program	M/M	\$ 4,853.10	N/A	N/A	0.20%
3012	FSB	Franchise Fee Account	Super NOW	\$ 63,385.12	N/A	N/A	0.10%
58776	FSB	Fire Dept Community Account	Checking	\$ 19,890.71	N/A	N/A	0.00%
2711100007	TexPool	TWDB	Investment	\$ 65,236.95	N/A	N/A	0.7121%
2711100006	TexPool	TWDB	Investment	\$ 63,211.45	N/A	N/A	0.7121%
City of Burnet, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2010 Escrow Account							
143033000	US Bank	2010 Escrow Account	Investment	\$ 3,052.19	N/A	N/A	0.34%
82-0220-01-0	Bank of Texas	City of Burnet Ctr 2012 TWDB Escrow	Investment	\$ 283,325.71	N/A	N/A	0.37%
Total Restricted Accounts				\$ 3,776,521.86			
TOTAL ALL ACCOUNTS				\$ 9,358,547.75			

RESERVE GOALS:

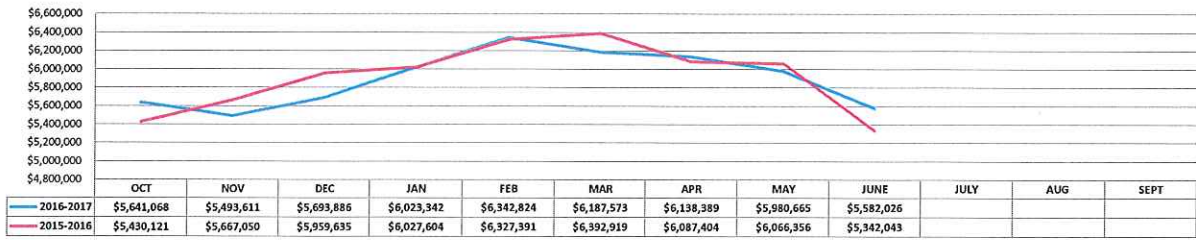
75 DAY	\$	2,648,928.54	\$ 2,933,097.35 **
90 DAY	\$	3,179,222.93	\$ 2,402,802.96 **

** \$52,649.90 belongs to the Airport

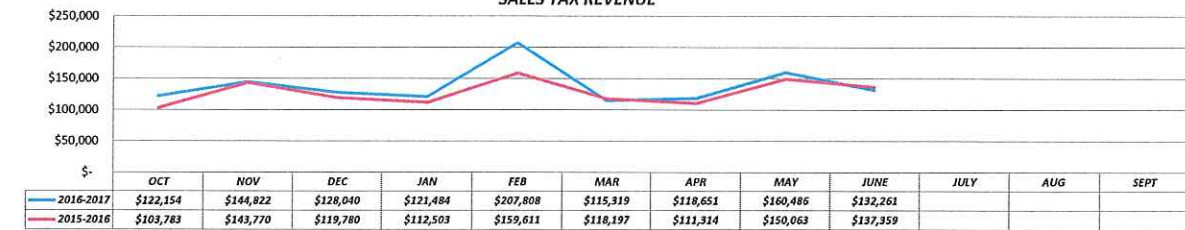
Patricia Langford
Investment Officer

Connie Maxwell
Investment Officer

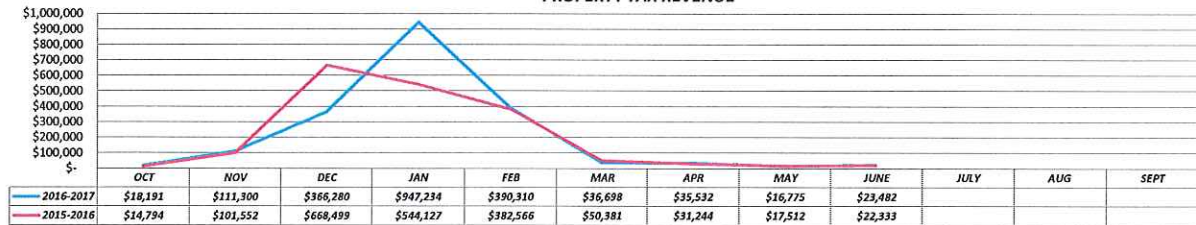
TOTAL UNRESTRICTED CASH RESERVES



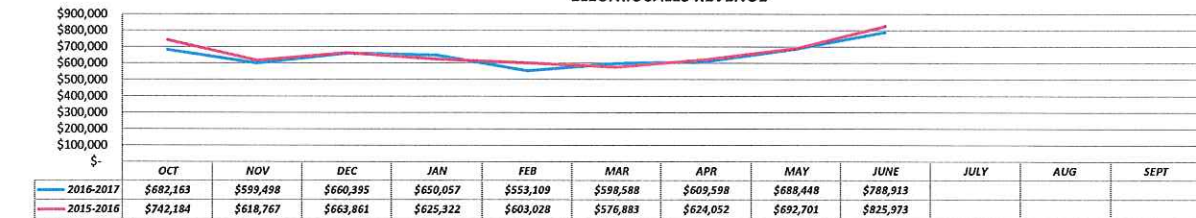
SALES TAX REVENUE



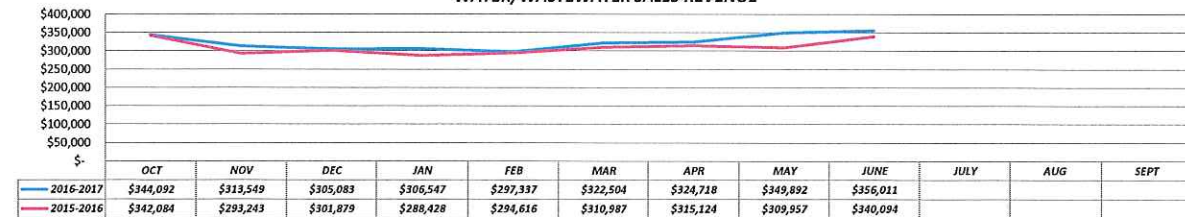
PROPERTY TAX REVENUE



ELECTRIC SALES REVENUE



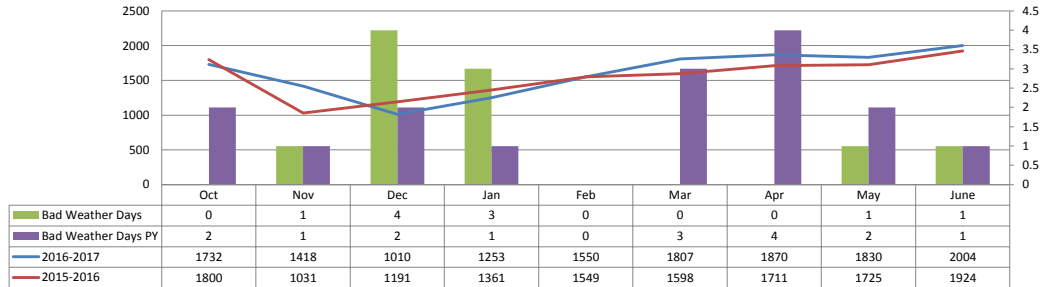
WATER/WASTEWATER SALES REVENUE



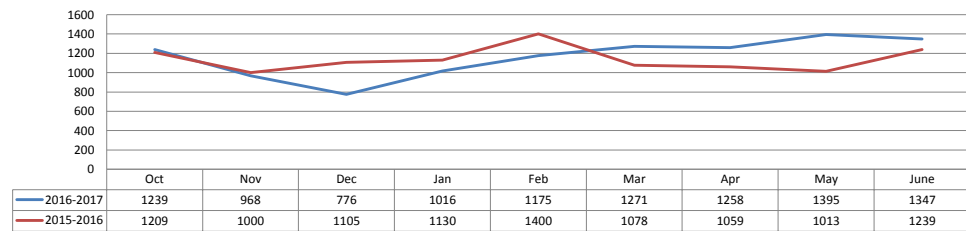
Golf Course Statistics

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	August	Sept	YTD
Rounds of Golf*	1732	1418	1010	1253	1550	1807	1870	1830	2004				14474
Rounds of Golf PY	1800	1031	1191	1361	1549	1598	1711	1725	1924				13890
Tournaments	372	48	138	62	127	627	875	639	456				3344
Tournaments PY	436	125	158	19	106	641	805	883	609				3782
Annual Dues Players	1239	968	776	1016	1175	1271	1258	1395	1347				10445
Annual Dues Players PY	1209	1000	1105	1130	1400	1078	1059	1013	1239				10233
Bad Weather Days	0	1	4	3	0	0	0	1	1				10
Bad Weather Days PY	2	1	2	1	0	3	4	2	1				16

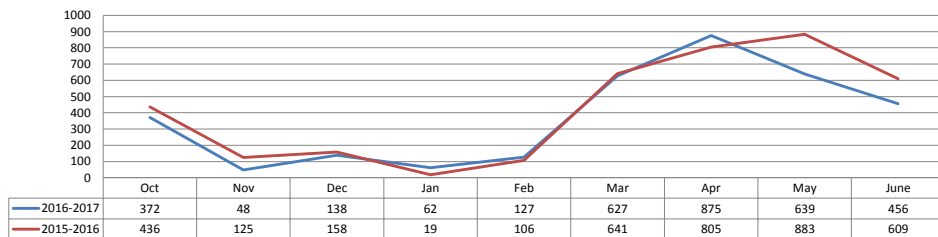
ROUNDS OF GOLF



ANNUAL DUES PLAYERS



TOURNAMENTS

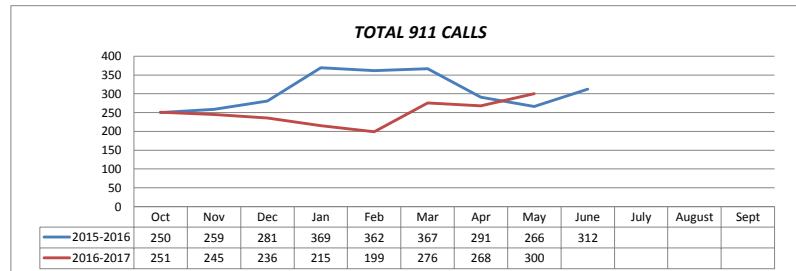
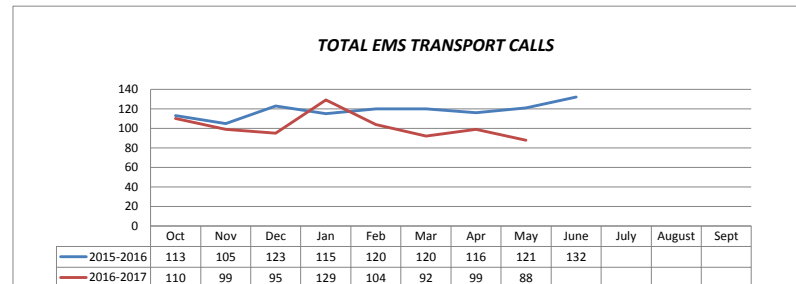
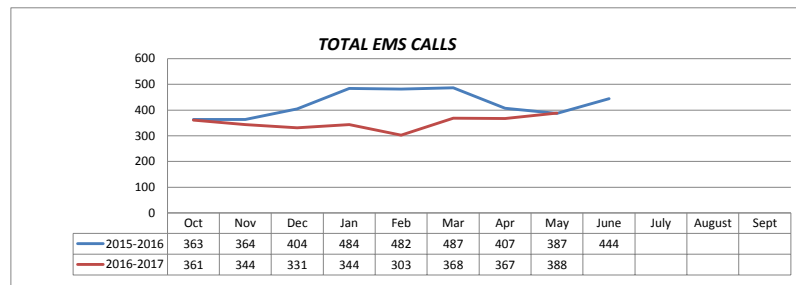
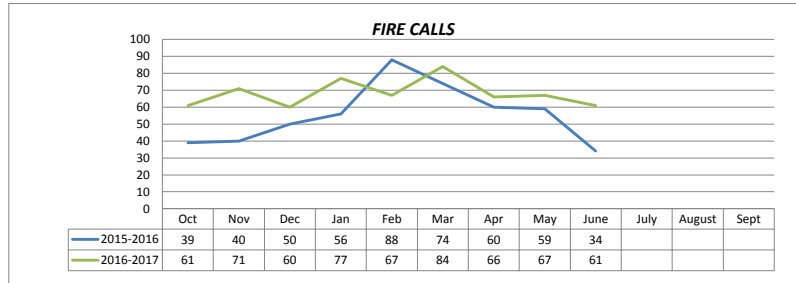


Fire Department Statistics

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	August	Sept	YTD
Fire 2015-2016													
# Calls City*	39	40	50	56	88	74	60	59	34				500
Fire 2016-2017													
# Calls City*	61	71	60	77	67	84	66	67	61				614

EMS 2015-2016													
# 911 Calls	250	259	281	369	362	367	291	266	312				2,757
# Transport	113	105	123	115	120	120	116	121	132				1,065
TOTAL EMS CALLS	363	364	404	484	482	487	407	387	444				3,822

EMS 2016-2017													
# 911 Calls	251	245	236	215	199	276	268	300					1,990
# Transport	110	99	95	129	104	92	99	88					816
TOTAL EMS CALLS	361	344	331	344	303	368	367	388					2,806



Electric Department Statistics

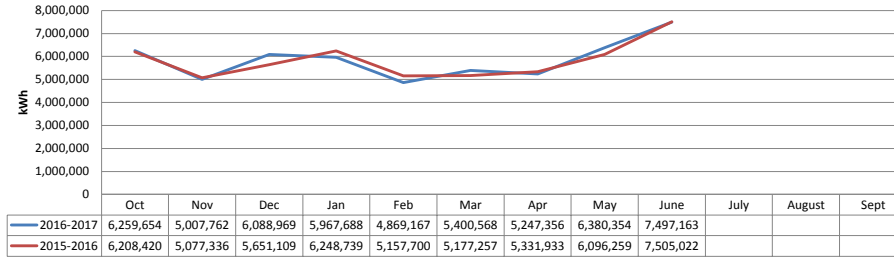
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	August	Sept	YTD
2016-2017 Customers	2,988	2,988	2,995	2,997	3,004	3,017	3,018	3,024	3,031				
Billed Consumption	6,259,654	5,007,762	6,088,969	5,967,688	4,869,167	5,400,568	5,247,356	6,380,354	7,497,163				52,718,681
Demand Consumption	14,346	13,720	13,279	13,472	12,864	13,113	13,764	13,607	13,897				122,062
LCRA Billing kWh	6,600,997	5,455,834	6,534,240	6,394,571	5,223,314	5,778,784	5,865,820	6,787,828	7,939,893				56,581,281
LCRA Billing Dollars	\$ 381,180	\$ 331,554	\$ 377,191	\$ 371,790	\$ 320,888	\$ 344,379	\$ 348,706	\$ 387,019	\$ 436,389				\$ 3,299,096
Cost per kWh	\$ 0.0577	\$ 0.0608	\$ 0.0577	\$ 0.0581	\$ 0.0614	\$ 0.0596	\$ 0.0594	\$ 0.0570	\$ 0.0550	#DIV/0!	#DIV/0!	#DIV/0!	

55.88% 55.31% 57.12% 57.19% 58.02% 57.53% 57.20% 56.22% 55.32% #DIV/0! #DIV/0! #DIV/0! 56.58%

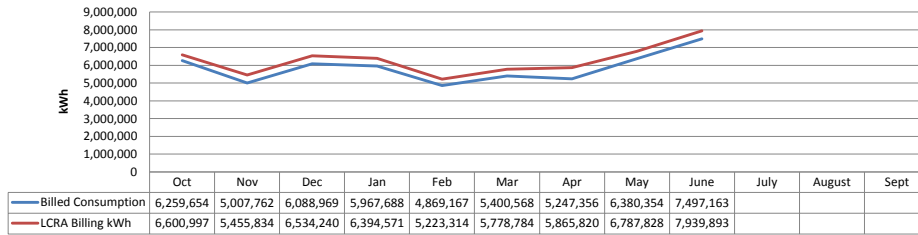
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	August	Sept	YTD
2015-2016 Customers	2,949	2,946	2,953	2,958	2,961	2,969	2,991	2,971	2,922				
Billed Consumption	6,208,420	5,077,336	5,651,109	6,248,739	5,157,700	5,177,257	5,331,933	6,096,259	7,505,022				52,453,775
Demand Consumption	14,978	13,847	13,432	13,369	13,310	13,264	13,791	14,223	14,488				124,701
LCRA Billing kWh	6,645,712	5,477,508	6,071,720	6,688,296	5,534,607	5,566,167	5,724,249	6,516,351	7,987,417				56,212,027
LCRA Billing Dollars	\$ 447,184	\$ 382,074	\$ 402,452	\$ 330,186	\$ 360,219	\$ 331,914	\$ 370,499	\$ 407,441	\$ 477,623				\$ 3,509,592
Cost per kWh	\$ 0.0673	\$ 0.0698	\$ 0.0663	\$ 0.0494	\$ 0.0651	\$ 0.0596	\$ 0.0647	\$ 0.0625	\$ 0.0598				

60.25% 61.75% 60.62% 52.80% 59.73% 57.54% 59.37% 58.82% 57.83% 0.00% 0.00% 0.00% 42.03%

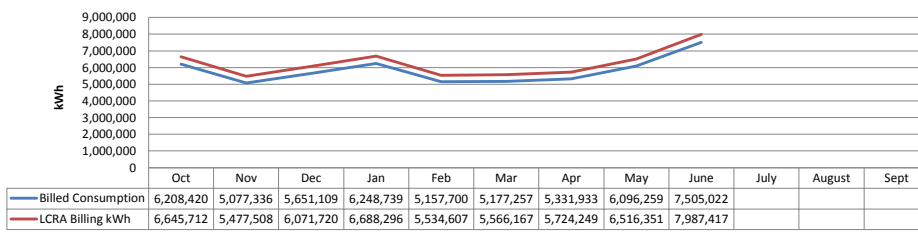
Billed Consumption



2016 - 2017 Consumption



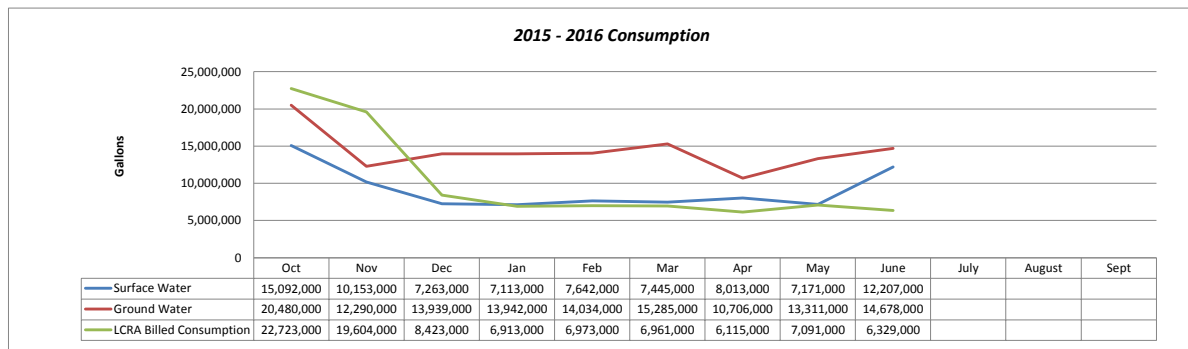
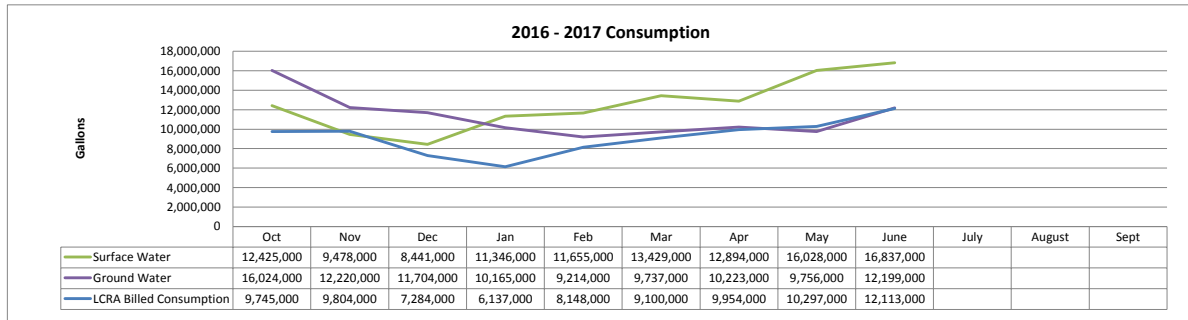
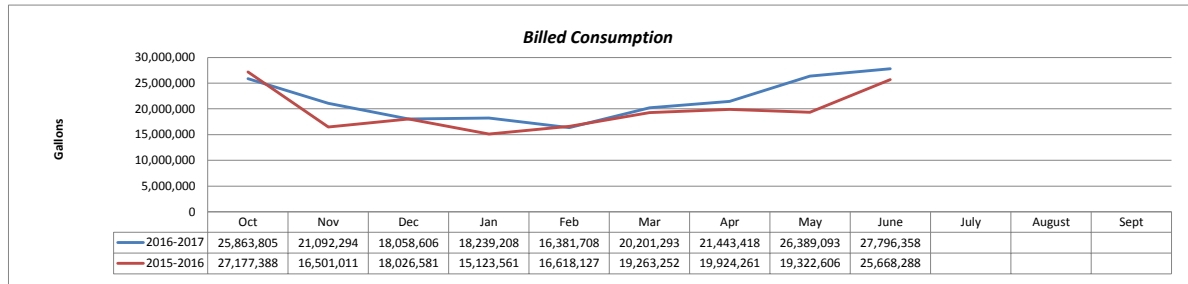
2015 - 2016 Consumption



Water Department Statistics

2016-2017	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	August	Sept	YTD
Customers	2,381	2,381	2,387	2,389	2,402	2,410	2,409	2,418	2,430				
Billed Consumption	25,863,805	21,092,294	18,058,606	18,239,208	16,381,708	20,201,293	21,443,418	26,389,093	27,796,358				195,465,783
Surface Water	12,425,000	9,478,000	8,441,000	11,346,000	11,655,000	13,429,000	12,894,000	16,028,000	16,837,000				112,533,000
Ground Water	16,024,000	12,220,000	11,704,000	10,165,000	9,214,000	9,737,000	10,223,000	9,756,000	12,199,000				101,242,000
LCRA Billed Consumption	9,745,000	9,804,000	7,284,000	6,137,000	8,148,000	9,100,000	9,954,000	10,297,000	12,113,000				82,582,000
LCRA Billed Dollars	\$ 4,336	\$ 4,363	\$ 3,241	\$ 2,731	\$ 3,626	\$ 4,049	\$ 4,429	\$ 4,582	\$ 5,390				\$ 36,748

2015-2016	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	August	Sept	YTD
Customers	2,347	2,342	2,348	2,352	2,356	2,361	2,374	2,364	2,374				
Billed Consumption	27,177,388	16,501,011	18,026,581	15,123,561	16,618,127	19,263,252	19,924,261	19,322,606	25,668,288				177,625,075
Surface Water	15,092,000	10,153,000	7,263,000	7,113,000	7,642,000	7,445,000	8,013,000	7,171,000	12,207,000				82,099,000
Ground Water	20,480,000	12,290,000	13,939,000	13,942,000	14,034,000	15,285,000	10,706,000	13,311,000	14,678,000				128,665,000
LCRA Billed Consumption	22,723,000	19,604,000	8,423,000	6,913,000	6,973,000	6,961,000	6,115,000	7,091,000	6,329,000				91,132,000
LCRA Billed Dollars	\$ 12,204	\$ 10,528	\$ 4,524	\$ 3,076	\$ 3,103	\$ 3,098	\$ 2,721	\$ 3,155	\$ 2,816				\$ 45,224



CITY OF BURNET MUNICIPAL COURT REPORT

ITEM 5.1(C.1)

For the Quarter Ended 6/30/17

	Apr-17	May-17	Jun-17	TOTAL
NEW CASES FILED	79	83	108	270
TOTAL CASES ON DOCKET	252	252	285	285
WARRANTS ISSUED	37	31	34	102
WARRANTS CLOSED	25	38	31	94
TRIALS	0	1	0	1
JUVENILE DOCKETS	0	5	0	5
COLLECTIONS	\$ 12,106.86	\$ 14,915.00	\$ 11,767.00	\$ 38,788.86
KEPT BY CITY	\$ 8,159.42	\$ 10,159.94	\$ 7,086.30	\$ 25,405.66
REMITTED TO STATE	\$ 3,947.44	\$ 4,755.06	\$ 4,680.70	\$ 13,383.20



Administration

ITEM 6.1

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

Agenda Item Brief

Meeting Date: July 25, 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 551.087; Deliberation Regarding Economic Development Negotiations-Integris: 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: July 25, 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 7.1

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

Agenda Item Brief

Meeting Date: July 25, 2017

Agenda Item: Discuss and consider action: Regarding economic development negotiations with Integris: 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

Meeting Date: July 25, 2017

Agenda Item: 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

Background:

Information:

Fiscal Impact: None

Recommendation: 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

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@hlttitle.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]

DRAFT

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.