



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 **26th day of February, 2019** 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) ACDI Quarterly Report: Tonya Clawson
- 1.2) YMCA Semi-Annual Report: Jennifer Kenson
- 1.3) 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 February 12th, 2019 Regular Council Meeting minutes

3. PUBLIC HEARINGS: None.

4. ACTION ITEMS:

4.1) Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 TO REZONE APPROXIMATELY 1.00 ACRE, HAVING A LEGAL DESCRIPTION OF S4345 F.O.C. SUBDIVISION, LOT 1, FROM ITS PRESENT DESIGNATION OF HEAVY INDUSTRIAL—DISTRICT “I-2” TO A DESIGNATION OF LIGHT COMMERCIAL—DISTRICT “C-1,” SAID TRACT BEING GENERALLY LOCATED ON THE NORTH SIDE OF ELLEN HALBERT DRIVE, APPROXIMATELY 884 FEET WEST OF THE INTERSECTION WITH HOUSTON CLINTON DRIVE: W. Meshier

4.2) Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 TO REZONE APPROXIMATELY 2.76 ACRES OUT OF THE B.B. CASTLEBERRY SURVEY, ABSTRACT NUMBER 187, FROM ITS PRESENT DESIGNATION OF AGRICULTURAL—DISTRICT “A” TO A DESIGNATION OF SINGLE-FAMILY RESIDENTIAL—DISTRICT “R-1,” SAID TRACT, KNOWN AS 1139 MORMON MILL ROAD BEING GENERALLY LOCATED ON THE NORTH SIDE OF MORMON MILL ROAD AND SOUTH OF THE RAILROAD; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: W. Meshier

4.3) Discuss and consider action: A RESOLUTION OF THE CITY OF BURNET, TEXAS, CANCELING THE MAY 4, 2019 GENERAL ELECTION FOR ONE MAYOR AND THREE CITY COUNCIL MEMBER POSITIONS; DECLARING CANDIDATES ELECTED AT LARGE; MAKING FINDINGS OF FACT; PROVIDING AN OPEN MEETINGS CLAUSE AND FOR OTHER MATTERS: K. Dix

4.4) Discuss and consider action: RESOLUTION EXPRESSING INTENT TO FINANCE EXPENDITURES TO BE INCURRED BY THE CITY OF BURNET, TEXAS: D. Vaughn

4.5) Discuss and consider action: A RESOLUTION BY THE CITY OF BURNET, TEXAS AUTHORIZING THE USE OF CAPITAL RESERVE FUNDS FOR THE MANHOLE/LIFT STATION REHABILITATION PROJECT: D. Vaughn

4.6) Discuss and consider action: Authorization and approval to hire additional Fire Department personnel: M. Ingram

4.7) Discuss and consider action: Authorize the purchase of approximately 13.5 acres of land located at the corner of Houston-Clinton Drive and U.S. Hwy. 281 South by the Burnet Economic Development Corporation: D. Vaughn

4.8) Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE 2018-19; THE ORIGINAL BUDGET ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018,

AND ENDING SEPTEMBER 30, 2019 FOR THE CITY OF BURNET, TEXAS, FUNDING ACCOUNTS IN BUDGET DUE TO UNFORESEEN SITUATIONS; CONTAINING FINDINGS PROVIDING FOR SAVINGS AND SEVERABILITY: P. Langford

4.9) Discuss and consider action: Approval and authorization to proceed with acceptance of a contract between Burnet Police and Fire Departments and Tania Glenn and Associates, for trauma counseling: P. Nelson

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.

5.1(B.3) January Financial Report: P. Langford

5.1(E.1) Animal Control Report: P. Nelson

5.1(A.2) Airport Through the Fence Leasing & Process: L. Baugh

6. REQUESTS FROM COUNCIL FOR FUTURE REPORTS:

7. ADJOURN:

Dated this 22nd day, of February, 2019

CITY OF BURNET

CRISTA GOBLE BROMLEY, MAYOR

I, the undersigned authority, do hereby certify that the above NOTICE OF MEETING of the governing body of the above named City, BURNET, is a true and correct copy of said NOTICE and that I posted a true and correct copy of said NOTICE on the bulletin board, in the City Hall of said City, BURNET, TEXAS, a place convenient and readily accessible to the general public at all times, and said NOTICE was posted on February 22, 2019, at or before 6 o'clock p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

Kelly Dix, City Secretary

NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS:

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

RIGHT TO ENTER INTO EXECUTIVE SESSION:

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

City of Burnet Solid Waste & Recycling



2019 Schedule

Includes Recycle Week A, Chunk Your Junk, Bulky Waste, and Holiday Schedule

January 2019 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	February 2019 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	March 2019 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	April 2019 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
May 2019 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	June 2019 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	July 2019 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	August 2019 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
September 2019 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	October 2019 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	November 2019 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	December 2019 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 1 2 3 4

KEY:

Recycle

Residential Curbside
Bulky Waste

Chunk Your Junk

Holiday

New Year's
Thanksgiving
Christmas

Step 1. What can I recycle?

Metal

Tin Cans

Aluminum Cans

Aluminum Foil —

No food contamination

Please rinse



Paper

Newspaper

Office Paper

Junk Mail

Phone Books

Brown Paper Bags

Magazines

Cereal Boxes

Cardboard — Flatten

(Must be kept dry)



Plastic

Soft Drink, Water, and Other Beverage Bottles

Detergent Bottles

Cleaning Containers

Milk and Water Jugs

Detergent Bottles

Shampoo Bottles

Yogurt Containers

Baby Bottles

Clouded Plastic Containers

5-Gallon Water Bottles

Non-Battery Toys

Plastic Buckets and Tubs

Please rinse and remove lids



Glass

Clear

Brown

Green

*Please rinse and
remove lids*



Step 2. When is my collection day?

*Please see
reverse side for
collection information.*



Step 3. Cart Placement

Place your carts at the curb or edge of the street or alley with the wheels and handle facing toward your house (away from the street). Be sure there is a minimum clearance of three (3) feet on all sides of the carts, including mailboxes, trees, cars etc. The trash and recycling carts also need to be placed three (3) feet apart from each other. This will allow the automated truck arm to safely reach the carts and dump them into the trash or recycling truck.

Please have your
garbage and recycle
carts out by 7:00AM.



What if this tag appears on my cart?

Your container has a material that cannot be accepted for recycling. Please contact our office to correct the mistake and schedule a return collection.

Please have your
garbage and
recycle carts out
by 7:00AM.

ACDI
ALBANY COUNTY DEPARTMENT OF
WASTE MANAGEMENT
(512) 930-5490
HOURS: 8:00AM - 5:00PM
TUE-THURSDAY, FRIDAY
CALL NOW

- ☐ Garden Hoses
- ☐ Electrical Cables
- ☐ Batteries (especially lithium ion)
- ☐ Household Chemicals
- ☐ Fuel Containers (containing fuel)
- ☐ Diapers
- ☐ Food Waste
- ☐ Medical Waste (needles)
- ☐ Liquids
- ☐ Cooking Oil/Water Oil
- ☐ Branch, Limbs, Grass Clippings
- ☐ Napkins/Towel Paper
- ☐ Plastic Bags
- ☐ Styrofoam
- ☐ Other _____

What if this tag appears on my cart?

ACDI
Al Clawson Disposal, Inc.

(512) 930-5490
YOU HAVE INCLUDED
NON-RECYCLABLE MATERIAL
CALL NOW

- ☐ Garden Hoses
- ☐ Electrical Cables
- ☐ Batteries (especially Lithium Ion)
- ☐ Household Chemicals
- ☐ Fuel Containers (containing fuel)
- ☐ Diapers
- ☐ Food Waste
- ☐ Medical Waste (syringes)
- ☐ Liquids
- ☐ Cooking Oil/Motor Oil
- ☐ Brush, Limbs, Grass Clippings
- ☐ Napkins/Toilet Paper
- ☐ Plastic Bags
- ☐ Styrofoam
- ☐ Other _____

Tonnage Report 2017-2018

Month	Residential	Recycle	Commercial
Jan-17	192.11	39.94	304.08
Feb-17	173.00	36.62	273.31
Mar-17	225.83	32.90	292.83
Apr-17	161.54	44.55	296.78
May-17	183.21	42.34	367.42
Jun-17	188.43	43.21	324.64
Jul-17	183.08	30.16	305.84
Aug-17	202.42	42.52	333.58
Sep-17	188.36	34.98	292.60
Oct-17	193.14	39.28	372.16
Nov-17	197.95	33.18	345.56
Dec-17	181.22	35.39	331.29

Month	Residential	Recycle	Commercial
18-Jan	264.06	50.29	335.72
18-Feb	155.89	29.04	304.84
18-Mar	216.24	33.42	301.02
18-Apr	218.14	33.86	328.24
18-May	220.90	45.36	387.40
18-Jun	203.28	48.53	293.02
18-Jul	208.62	45.85	289.39
18-Aug	195.88	46.63	317.48
18-Sep	209.52	35.35	320.39
18-Oct	209.48	38.53	366.34
18-Nov	207.80	39.53	312.83
18-Dec	192.78	47.98	333.45

Annual Tonnage 2017 - 2018

2017

- Residential: 2,270.79
- Recycle: 455.07
- Commercial: 3,840.09

2018

- Residential: 2,502.59
- Recycle: 494.37
- Commercial: 3,890.12

Peak Months for Tonnage

2017

- October – 604.58
- May – 592.97
- August 578.52

2018

- January – 650.07
- May – 653.66
- October – 614.35

Conservation Report

2017 – 455.07 Tons

Trees: 7,736

Water: 319,365 Gallons

Homes Powered: 455

Homes for 6 months

Landfill Space: 40,501

Cubic Feet

2018 – 494.37 Tons

Trees: 8,404

Water: 346,946 Gallons

Homes Powered: 494

Homes for 6 months

Landfill Space: 43,998

Cubic Feet

2018 Activity Work Order Log

Commercial Dumpster Deliveries: 24

Commercial Extra Pickup: 15

Pick Up Commercial Dumpsters: 20

Solid Waste Carts Delivered: 119

Solid Waste Carts Removed: 44

Solid Waste Carts Exchanged: 30

Recycle Carts Delivered: 86

Recycle Carts Removed: 37

Recycle Carts Exchanged: 5

Missed Recycle Returns: 30

Missed Trash Returns: 80

Roll Off Deliveries: 22 (Excludes Chunk Your Junk)

Roll Off Finals: 17

Roll Off Hauls Industrial Waste: 58

City Yard Hauls: 8

Chunk Your Junk Hauls: 66

Special Projects Hauls: 6

Manifest Hauls: 4

2018 Monthly Chunk Your Junk
66 Hauls 2,640 Yards 331.24 Tons



Al Clawson Disposal, Inc.
www.clawsondisposal.com
info@clawsondisposal.com

512-930-5490



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

On this the 12th day of February, 2019, 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 Mary Jane Shanes, Danny Lester, Cindia Talamantez, Tres Clinton
 Paul Farmer, Joyce Laudenschlager

City Manager David Vaughn

City Secretary Kelly Dix

Guests: Mark Lewis, Gene Courtney, Mark Ingram, Patricia Langford, Alan Burdell, Adrienne Feild, Wallis Meshier, Evan Milliorn, Leslie Baugh, James Wilson, Alan Smith, Darlene Hargett, Cecil Bowen, Dave Hargett, Jeff King, Jonny Simons, Larry Morrison, Peg Field, Wanda Kuffman, Leslie Scarborough, Young Scarborough, John Kise, Bette Kise, Mark Pack, Cesar Arreaza, Kenneth Andy, Tom Collins, Randall Scoggins, Claire Harrah, Reece Carter, Kat Carter, Richard Brummel, Diane Brummel, Jan Robins, Bill Schultze Craig Lindholm, Bettye Foulds, Tommy Gaut, Doug Fipps

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

INVOCATION: Council Member Mary Jane Shanes

PLEDGE OF ALLEGIANCE: Council Member Paul Farmer

PLEDGE TO TEXAS FLAG: Council Member Paul Farmer

PUBLIC RECOGNITION/SPECIAL REPORTS:

Proclamation: Veteran's Suicide Prevention Month: Mayor Crista Bromley:

Mayor Bromley presented the proclamation declaring February 2019, Veteran's Suicide Prevention Month in the City of Burnet. Commander Reese Carter from VFW Post 6974 received the proclamation.

CONSENT AGENDA ITEMS:

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

Approval of the January 22nd, 2019 Regular Council Meeting minutes

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

PUBLIC HEARINGS:

Public Hearing: The City Council of the City of Burnet, Texas will hold a public hearing regarding the proposed Eagle's Nest Section 3 Preliminary Plat, a 13-lot single-family subdivision, which is approximately 17.45 acres described as being a replat of lot 76R out of Eagle's Nest Section 2, and further described as being generally located on the east side of Eagle Ridge, approximately 1,100 feet north of the intersection with Buchanan Drive (State Hwy. 29): W. Meshier: Mayor Bromley opened the public hearing and asked if anyone cared to speak to this item, if so to approach the podium. The following meeting attendees spoke:

Lynn Nobles: Stated his opposition to the planned construction in Eagle Nest, Section 3 as the

planned sites are one acre lots that are not consistent with the two acre lots in sections one and two of the Eagle Nest Subdivision. Respectfully requested Council to deny acceptance of the preliminary plat as presented.

Steve Gardner: Stated his opposition due to concerns with the septic tank systems design as the one acre lots will be long and narrow and in his opinion not able to function properly.

Cesar Arreaza: Concerned with water pressure issues that will be caused by adding thirteen more homes to the water delivery system. Mr. Arreaza also stated his concern for the safety of the exit from the planned construction area to Highway 29 with the additional traffic flow.

Larry Morrison: Stated his opposition due to non-compliance with the covenants and restrictions of the subdivision.

Jeff King: Concerned with diminished property values of the current homes with two acre lots if homes are built on one acre lots.

Claire Harrah: Concerned property values will be diminished in existing homes due to smaller lot sizes and emphasized that larger homes are built on larger lot sizes.

Wanda Kaufman: Stated opposition and reiterated concerns of lot sizes, diminished property value, water issues and ingress and egress.

Cecil Brown: Stated that there are other areas in the City with one acre lots to build on and that Eagle's Nest should remain two acre lots.

There being no one else wishing to speak, Mayor Bromley closed the public hearing.

Public Hearing: The City Council of the City of Burnet, Texas will hold a public hearing regarding a request to rezone approximately 1.00 acre, having a legal description of S4345 F.O.C. Subdivision, Lot 1, from its present designation of Heavy Industrial—District "I-2" to a designation of Light Commercial—District "C-1," said tract being generally located on the north side of Ellen Halbert Drive, approximately 884 feet west of the intersection with Houston Clinton Drive: W. Meshier: Mayor Bromley opened the Public Hearing. Director of Development Services Wallis Meshier presented a map of the area that the rezone request encompassed. Mayor Bromley asked if anyone cared to speak to this item. There being no one wishing to speak, Mayor Bromley closed the Public Hearing.

Public Hearing: The City Council of the City of Burnet, Texas will hold a public hearing regarding a request to rezone approximately 2.76 acres out of the B.B. Castleberry Survey, Abstract Number 187, from its present designation of Agricultural—District "A" to a designation of Single-Family Residential—District "R-1," said tract being known as 1139 Mormon Mill Road, generally located on the north side of Mormon Mill Road and south of the railroad: W. Meshier: Mayor Bromley opened the Public Hearing. Director of Development Services Wallis Meshier presented a map of the area that the rezone request encompassed. Mayor Bromley asked if anyone cared to speak to this item. There being no one wishing to speak, Mayor Bromley closed the Public Hearing.

Public Hearing: The City Council of the City of Burnet, Texas will hold a public hearing regarding an ordinance amending the City's tree preservation, mitigation and removal standards: W. Meshier: Mayor Bromley opened the Public Hearing. Director of Development Services Wallis Meshier reviewed the changes to the proposed Tree Ordinance since the first reading, which added a third category. Mayor Bromley asked if anyone cared to speak to this item. There being no one wishing to speak, Mayor Bromley closed the Public Hearing.

ACTION ITEMS:

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF BURNET, TEXAS, CHAPTER 98 – SUBDIVISIONS, SECTIONS 98-7, 98-22, 98-23, AND APPENDIX B, ADOPTING

CHAPTER 98, ARTICLE IX – TREE PRESERVATION, MITIGATION, AND REMOVAL, AND AMENDING CHAPTER 118 – ZONING, SECTIONS 118-61 AND 118-62; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; FINDING PROPER NOTICE OF MEETING; AND PROVIDING AN EFFECTIVE DATE:

W. Meshier: Council Member Danny Lester made a motion to pass and take no action on this item. Council member Tres Clinton seconded, the motion carried unanimously.

Discuss and consider action: Request for a variance to Code of Ordinances, Chapter 98, Section 98-42 for the proposed Preliminary Plat of Eagle's Nest, Section 3, for the purpose of exceeding the maximum length of a cul-de-sac:

W. Meshier: Developer Coe Pratt addressed Council and clarified some of the areas of concern raised during the Public Hearing on this item. Council Member Mary Jane Shanes made a motion to approve the variance as presented. Council Member Joyce Laudenschlager seconded, the motion carried unanimously.

Discuss and consider action: Eagle's Nest Section 3 Preliminary Plat, a 13-lot single-family subdivision, which is approximately 17.45 acres described as being a replat of lot 76R out of Eagle's Nest Section 2, and further described as being generally located on the east side of Eagle Ridge, approximately 1,100 feet north of the intersection with Buchanan Drive (State Hwy. 29):

W. Meshier: Council Member Paul Farmer made a motion to approve and accept Eagle's Nest Section 3 Preliminary Plat, a 13-lot single-family subdivision, which is approximately 17.45 acres described as being a replat of lot 76R out of Eagle's Nest Section 2, and further described as being generally located on the east side of Eagle Ridge, approximately 1,100 feet north of the intersection with Buchanan Drive (State Hwy. 29), as presented. Council Member Cindia Talamantez seconded, the motion carried unanimously.

Discuss and consider action: FIRST READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 TO REZONE APPROXIMATELY 1.00 ACRE, HAVING A LEGAL DESCRIPTION OF S4345 F.O.C. SUBDIVISION, LOT 1, FROM ITS PRESENT DESIGNATION OF HEAVY INDUSTRIAL—DISTRICT "I-2" TO A DESIGNATION OF LIGHT COMMERCIAL—DISTRICT "C-1," SAID TRACT BEING GENERALLY LOCATED ON THE NORTH SIDE OF ELLEN HALBERT DRIVE, APPROXIMATELY 884 FEET WEST OF THE INTERSECTION WITH HOUSTON CLINTON DRIVE: W. Meshier: Council Member Tres Clinton made a motion to approve the first reading of Ordinance 2019-05 as presented. Council Member Paul Farmer seconded the motion carried unanimously.

Discuss and consider action: FIRST READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 TO REZONE APPROXIMATELY 2.76 ACRES OUT OF THE B.B. CASTLEBERRY SURVEY, ABSTRACT NUMBER 187, FROM ITS PRESENT DESIGNATION OF AGRICULTURAL—DISTRICT "A" TO A DESIGNATION OF SINGLE-FAMILY RESIDENTIAL—DISTRICT "R-1," SAID TRACT, KNOWN AS 1139 MORMON MILL ROAD BEING GENERALLY LOCATED ON THE NORTH SIDE OF MORMON MILL ROAD AND SOUTH OF THE RAILROAD; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: W. Meshier: Council Member Joyce Laudenschlager made a motion to approve the first reading of Ordinance 2019-06 as presented. Council Member Mary Jane Shanes seconded the motion carried unanimously.

Discuss and consider action: Authorize and approve the purchase of four (4) Level IIIA Ballistic Vests for the Police Department patrol officers: P. Nelson: Council Member Paul Farmer made a motion to authorize and approve the purchase of four (4), Level IIIA Ballistic Vests for the Police Department patrol officers. Council Member Cindia Talamantez seconded, the motion carried unanimously.

REPORTS:

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

Annual Racial Profiling Report: P. Nelson: Police Chief Paul Nelson reviewed the annual Police Department Racial Profiling Report with Council.

EXECUTIVE SESSION:

Council Member Danny Lester made a motion to convene to Executive Session at 7:17 p.m. Council Member Joyce Laudenschlager seconded, the motion carried.

Executive Session: The City of Burnet City Council shall meet in Executive Session in accordance to the provision of the Open Meetings Act, Texas Government Code, Chapter 551, and Sub-section §551.072 – deliberations regarding real property, commonly known as the Ward property, Lot 2A: L. Baugh:

Executive Session: The City of Burnet City Council shall meet in Executive Session in accordance to the provision of the Open Meetings Act, Texas Government Code, Chapter 551, and Sub-section §551.072 – deliberations regarding real property, commonly known as the Fox property, Lot 30,: L. Baugh

RECONVENE TO REGULAR SESSION FOR POSSIBLE ACTION:

Council Member Danny Lester made a motion to re-convene to regular session at 7:41 p.m. Council Member Joyce Laudenschlager seconded, the motion carried unanimously.

Discuss and consider action: Regarding the Ward property, Lot 2A: L. Baugh: Mayor Bromley made a motion to proceed as discussed in Executive Session regarding the Ward Property. Council Member Joyce Laudenschlager seconded, the motion carried unanimously.

Discuss and consider action: Regarding the Fox property, Lot 30: L. Baugh: Mayor Bromley made a motion to proceed as discussed in Executive Session regarding the Fox Property. Council Member Mary Jane Shanes seconded, the motion carried unanimously.

REQUESTS FROM COUNCIL FOR FUTURE REPORTS: None.

ADJOURN: There being no further business a motion to adjourn was made by Council Member Mary Jane Shanes at 7:43 p.m., seconded by Council Member Paul Farmer. The motion carried unanimously.

ATTEST:

Crista Goble Bromley, Mayor

Kelly Dix, City Secretary



Development Services

ITEM 4.1

Wallis Meshier
Director of Development Services
(512) 715-3215
wmeshier@cityofburnet.com

Agenda Item Brief

Meeting Date:	February 26, 2019
Action Item:	Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 TO REZONE 1.00 ACRE, HAVING A LEGAL DESCRIPTION OF S4345 F.O.C. SUBDIVISION, LOT 1, FROM ITS PRESENT DESIGNATION OF HEAVY INDUSTRIAL — DISTRICT “I-2” TO A DESIGNATION OF LIGHT COMMERCIAL — DISTRICT “C-1,” SAID TRACT BEING GENERALLY LOCATED ON THE NORTH SIDE OF ELLEN HALBERT DRIVE, APPROXIMATELY 884 FEET WEST OF THE INTERSECTION WITH HOUSTON CLINTON DRIVE: W. Meshier
Background:	The attached ordinance, if approved by City Council, will assign Light Commercial — District “C-1” zoning to the property described in the above caption.
Information:	This request was reviewed and was unanimously approved by the Planning & Zoning Commission on Monday, February 4, 2019. There have been no changes to Ordinance 2019-05 since the first reading.
Fiscal Impact:	None.
Recommendation:	Staff recommends adoption of Ordinance No. 2019-05 as presented.

ORDINANCE NO. 2019-05

AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 TO REZONE 1.00 ACRE, HAVING A LEGAL DESCRIPTION OF S4345 F.O.C. SUBDIVISION, LOT 1, FROM ITS PRESENT DESIGNATION OF HEAVY INDUSTRIAL — DISTRICT “I-2” TO A DESIGNATION OF LIGHT COMMERCIAL — DISTRICT “C-1,” SAID TRACT BEING GENERALLY LOCATED ON THE NORTH SIDE OF ELLEN HALBERT DRIVE, APPROXIMATELY 884 FEET WEST OF THE INTERSECTION WITH HOUSTON CLINTON DRIVE; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, The Planning and Zoning Commission of the City of Burnet, on February 4, 2019, did conduct a public hearing for the purpose of taking public comment regarding the proposal to assign Light Commercial—District “C-1” to 1.00 acre having a legal description of S4345 F.O.C. Subdivision, Lot 1, said tract being generally located on the north side of Ellen Halbert Drive, approximately 884 feet west of the intersection with Houston Clinton Drive; and

WHEREAS, The City Council of the City of Burnet, on February 12, 2019 did conduct its own public hearing for the purpose of taking public comment regarding the proposal to assign Light Commercial—District “C-1” to 1.00 acre having a legal description of S4345 F.O.C. Subdivision, Lot 1, said tract being generally located on the north side of Ellen Halbert Drive, approximately 884 feet west of the intersection with Houston Clinton Drive; and

WHEREAS, The City Council, based on due consideration of the Planning and Zoning Commission recommendation, and its own findings, did determine that assigning Light Commercial—District “C-1” to 1.00 acre having a legal description of S4345 F.O.C. Subdivision, Lot 1, said tract being generally located on the north side of Ellen Halbert Drive, approximately 884 feet west of the intersection with Houston Clinton Drive to be consistent with development patterns in the surrounding area and consistent with the best public interest of the City;

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

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

Section 2. Zoning Changed. The 1.00 acre having a legal description of S4345 F.O.C. Subdivision, Lot 1, said tract being generally located on the north side of Ellen Halbert Drive, approximately 884 feet west of the intersection with Houston Clinton Drive is hereby assigned a zoning designation of Light Commercial—District “C-1”.

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

Section 4. Severability. 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. This ordinance is effective upon final passage and approval.

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

PASSED AND APPROVED on First Reading this 12th day of February, 2019.

FINALLY PASSED AND APPROVED on this 26th day of February, 2019.

CITY OF BURNET, TEXAS

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary



Development Services

ITEM 4.2

Wallis Meshier
Director of Development Services
(512) 715-3215
wmeshier@cityofburnet.com

Agenda Item Brief

Meeting Date:	February 26, 2019
Action Item:	Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 TO REZONE APPROXIMATELY 2.76 ACRES OUT OF THE B.B. CASTLEBERRY SURVEY, ABSTRACT NUMBER 187, FROM ITS PRESENT DESIGNATION OF AGRICULTURAL—DISTRICT “A” TO A DESIGNATION OF SINGLE-FAMILY RESIDENTIAL—DISTRICT “R-1,” SAID TRACT, KNOWN AS 1139 MORMON MILL ROAD BEING GENERALLY LOCATED ON THE NORTH SIDE OF MORMON MILL ROAD AND SOUTH OF THE RAILROAD: W. Meshier
Background:	The attached ordinance, if approved by City Council, will assign Single-Family Residential — District “R-1” zoning to the property described in the above caption.
Information:	This request was reviewed and was unanimously approved by the Planning & Zoning Commission on Monday, February 4, 2019. There have been no changes to Ordinance 2019-06 since the first reading.
Fiscal Impact:	None.
Recommendation:	Staff recommends adoption of Ordinance No. 2019-06 as presented.

ORDINANCE NO. 2019-06

AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 TO REZONE APPROXIMATELY 2.76 ACRES OUT OF THE B.B. CASTLEBERRY SURVEY, ABSTRACT NUMBER 187, FROM ITS PRESENT DESIGNATION OF AGRICULTURAL—DISTRICT “A” TO A DESIGNATION OF SINGLE-FAMILY RESIDENTIAL—DISTRICT “R-1,” SAID TRACT, KNOWN AS 1139 MORMON MILL ROAD BEING GENERALLY LOCATED ON THE NORTH SIDE OF MORMON MILL ROAD AND SOUTH OF THE RAILROAD; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, The Planning and Zoning Commission of the City of Burnet, on February 4, 2019, did conduct a public hearing for the purpose of taking public comment regarding the proposal to assign Single-Family Residential—District “R-1” to approximately 2.76 acres out of the B.B. Castleberry Survey, Abstract Number 187, said tract being known as 1139 Mormon Mill Road, generally located on the north side of Mormon Mill Road and south of the railroad; and

WHEREAS, The City Council of the City of Burnet, on February 12, 2019 did conduct its own public hearing for the purpose of taking public comment regarding the proposal to assign Single-Family Residential—District “R-1” to approximately 2.76 acres out of the B.B. Castleberry Survey, Abstract Number 187, said tract being known as 1139 Mormon Mill Road, generally located on the north side of Mormon Mill Road and south of the railroad; and

WHEREAS, The City Council, based on due consideration of the Planning and Zoning Commission recommendation and its own findings, did determine that assigning Single-Family Residential—District “R-1” to approximately 2.76 acres out of the B.B. Castleberry Survey, Abstract Number 187, said tract being known as 1139 Mormon Mill Road, generally located on the north side of Mormon Mill Road and south of the railroad to be consistent with development patterns in the surrounding area and consistent with the best public interest of the City;

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

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

Section 2. Zoning Changed. Approximately 2.76 acres out of the B.B. Castleberry Survey, Abstract Number 187, said tract being known as 1139 Mormon Mill Road, generally located on the north side of Mormon Mill Road and south of the railroad is hereby assigned a zoning designation of Single-Family Residential—District “R-1”.

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

Section 4. Severability. 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. This ordinance is effective upon final passage and approval.

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

PASSED AND APPROVED on First Reading this 12th day of February, 2019.

FINALLY PASSED AND APPROVED on this 26th day of February, 2019.

CITY OF BURNET, TEXAS

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary



Administration

ITEM 4.3

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

Agenda Item Brief

Meeting Date: February 26, 2019

Agenda Item: Discuss and consider action: A RESOLUTION OF THE CITY OF BURNET, TEXAS, CANCELLING THE MAY 4, 2019 GENERAL ELECTION FOR ONE MAYOR AND THREE CITY COUNCIL MEMBER POSITIONS; DECLARING CANDIDATES ELECTED AT LARGE; MAKING FINDINGS OF FACT; PROVIDING AN OPEN MEETINGS CLAUSE AND FOR OTHER MATTERS: K. Dix

Background: A General Election scheduled for May 4, 2019, to fill one Mayor position and three Council Member positions, was called by the approval of Resolution No. R-2019-03 by the City Council of the City of Burnet on January 22, 2019.

Information: The governing body is elected at-large and there are no contests for the one Mayor's and three City Council Member positions for the May 4, 2019 General City Election, deeming an election unnecessary.

As of the deadline for candidate filing on January 15, 2019 at 5: p.m. the following applications had been filed:

- Crista Goble Bromley filed for the office of Mayor.
- Cindia L. Talamantez filed for the office of City Council Member
- Paul Farmer filed for the office of City Council Member
- Claude Ramsey (Tres) Clinton III filed for the office of City Council Member

No write-in candidate applications were filed as of the February 19, 2019, 5:00 p.m. deadline. The filed candidates listed above have been certified as eligible for office by the City Secretary and are un-contested.

Fiscal Impact: Savings of election expense approximately \$2,000.00

Recommendation:

Staff recommends approval of Resolution No. R2018-04 cancelling the May 4, 2019, General Election to elect one Mayor and three Council Members and declaring Crista Goble Bromley elected as Mayor, Cindia L. Talamantez, Paul Farmer and Claude Ramsey (Tres) Clinton III elected as Council Members to the City Council of the City of Burnet, Texas.

RESOLUTION NO. R2019-04

A RESOLUTION OF THE CITY OF BURNET, TEXAS, CANCELLING THE MAY 4, 2019 GENERAL ELECTION FOR ONE MAYOR AND THREE CITY COUNCIL MEMBER POSITIONS; DECLARING CANDIDATES ELECTED AT LARGE; MAKING FINDINGS OF FACT; PROVIDING AN OPEN MEETINGS CLAUSE AND FOR OTHER MATTERS.

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

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

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

Whereas, the City Secretary has certified that Crista Goble Bromley applied to be on the ballot for the office of Mayor. Cindia L. Talamantez, Paul Farmer and Claude Ramsey (Tres) Clinton III applied to be on the ballot for the office of City Council Member all of which are unopposed for the one Mayor's and three Council Member positions; and

Whereas, the governing body is elected at-large and there are no contests for the one Mayor's and three City Council Member positions for the May 4, 2019 General City Election, deeming an election unnecessary and cancellation thereof will serve the public convenience and save public funds;

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

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

Section 2. Candidates Elected. Crista Goble Bromley is hereby declared to be elected to the city council as Mayor, the office for which she filed. Cindia L. Talamantez is hereby declared to be elected to the city council as City Council Member, the office for which she filed. Paul Farmer is hereby declared to be elected to the city council as City Council Member, the office for which he filed. Claude R. Ramsey (Tres) Clinton is hereby

declared to be elected to the city council as City Council Member, the office for which he filed.

Section 3. General Election. There being no contest for the one mayor and three positions of council member and the declaration in Section 2 above having been made, pursuant to the authority of Section 2.053(b), Tex. Elec. Code, the May 4, 2019 General Election of the City of Burnet is hereby cancelled.

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

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

PASSED, APPROVED AND ADOPTED this the 12th day of March 2019.

THE CITY OF BURNET, TEXAS

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary



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

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

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 4, 2019

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el de 4 de mayo, 2019.

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

Office(s)
Cargo(s)

Candidate(s)
Candidato(s)

Mayor
Council Member
Council Member
Council Member

Crista Goble Bromley
Cindia L. Talamantez
Paul Farmer
Claude Ramsey (Tres) Clinton

Signature (*Firma*)

Printed name (*Nombre en letra de molde*)

Title (*Puesto*)

Date of signing (*Fecha de firma*)



City Manager

ITEM 4.4

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

Agenda Item Brief

Meeting Date: February 26, 2019

Agenda Item: Discuss and consider action: RESOLUTION EXPRESSING INTENT TO FINANCE EXPENDITURES TO BE INCURRED BY THE CITY OF BURNET, TEXAS: D. Vaughn

Background:

Information:

Fiscal Impact:

Recommendation: Staff recommends approval of Resolution No. R2019-05 as presented.

RESOLUTION NO. R2019-05

RESOLUTION EXPRESSING INTENT TO FINANCE EXPENDITURES TO BE INCURRED BY THE CITY OF BURNET, TEXAS

WHEREAS, the City of Burnet, Texas (the "Issuer") is a home rule municipality and political subdivision of the State of Texas authorized to issue obligations to finance its activities pursuant to Subchapter C of CHAPTER 271, TEXAS LOCAL GOVERNMENT CODE, and other provisions, the interest on which is excludable from gross income for federal income tax purposes ("tax-exempt obligations") pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code");

WHEREAS, the Issuer will make, or has made not more than 60 days prior to the date hereof, payments with respect to the construction and equipping of the projects listed on Exhibit "A" attached hereto;

WHEREAS, the Issuer desires to reimburse itself for the costs associated with the projects listed on Exhibit "A" attached hereto from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof; and,

WHEREAS, the Issuer reasonably expects to issue tax-exempt obligations to reimburse itself for the costs associated with the projects listed on Exhibit "A" attached hereto.

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1. The Issuer reasonably expects to reimburse itself for all costs that have been or will be paid subsequent to the date that is 60 days prior to the date hereof and that are to be paid in connection with the construction and equipping of the projects listed on Exhibit "A" attached hereto from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof.

Section 2. This Resolution is also made to evidence the intent of the Issuer to make such reimbursements under Treas. Reg. Section 1.150-2 and Section 1201.042, Texas Government Code.

Section 3. The Issuer reasonably expects that the maximum principal amount of tax-exempt obligations issued to reimburse the Issuer for the costs associated with the projects listed on Exhibit "A" attached hereto will not exceed \$400,000.

Section 4. The Issuer intends to reimburse the expenditures hereunder not later than 18 months after the later of the date the original expenditure is paid or the date the projects are placed in service or abandoned, but in no event more than three years after the original expenditure is paid unless the projects are a construction project for which the Issuer and a licensed architect or engineer have certified on Exhibit "A" that at least five

years are necessary to complete the projects in which event the maximum reimbursement period is five years after the date of the original expenditure.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Burnet this the 26th day of February, 2019.

CITY OF BURNET, TEXAS

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

[CITY SEAL]

EXHIBIT “A”

DESCRIPTION OF PROJECTS

SSES Manhole Rehabilitation and Lift Station Lining Project.

Such financing to be in an amount not to exceed \$400,000 from the Water/Wastewater Fund of the City of Burnet, Texas.



City Manager

ITEM 4.5

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

Agenda Item Brief

Meeting Date: February 26, 2019

Agenda Item: Discuss and consider action: A RESOLUTION BY THE CITY OF BURNET, TEXAS AUTHORIZING THE USE OF CAPITAL RESERVE FUNDS FOR THE MANHOLE/LIFT STATION REHABILITATION PROJECT: D. Vaughn

Background:

Information:

Fiscal Impact:

Recommendation: Staff recommends approval of Resolution No. R2019-06 as presented.

RESOLUTION NO. R2019-06

**A RESOLUTION BY THE CITY OF BURNET, TEXAS
AUTHORIZING THE USE OF CAPITAL RESERVE FUNDS FOR
THE MANHOLE/LIFT STATION REHABILITATION PROJECT.**

Whereas, the City Council of the City of Burnet (the "City Council") has formally approved a separate Investment Policy for the City of Burnet (the "City") that meets the requirements of the Public Funds Investment Act (PFIA), Section 2256 of the Texas Local Government Code; and

Whereas, the Investment Policy complies with the Public Funds Investment Act and authorizes the investment of city funds in safe and prudent investments; and

Whereas, the City Council previously approved resolutions restricting One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) for the purpose of capital projects; and

Whereas, the City Council has previously authorized the use of a portion of those funds for Project F; and

Whereas, the City is required by TCEQ to rehabilitation certain manholes and has released bids for such project that is anticipated to be funded by loan proceeds.

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby resolved by the City Council of the City of Burnet, Texas (the "City Council") and made a part hereof for all purposes as findings of fact.

Section 2. Proceedings. The City Council does hereby authorize the use of the Capital Reserve Funds for expenditures related to the Manhole/Lift Station Rehabilitation Project, as required by the Sanitary Sewer Overflow Agreement between the City of Burnet and the Texas Commission on Environmental Quality (TCEQ). The Capital Reserve Funds shall be invested in accordance with the City's investment policy and, except for expenses related to Project F and the Manhole/Lift Station Rehabilitation Projects, any additional expenditure of the capital reserve funds shall require further action of the City Council.

Section 3. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED this the 26th day of February, 2019.

CITY OF BURNET, TEXAS

ATTEST:

Crista Goble Bromley, Mayor

Kelly Dix, City Secretary



Fire Department

ITEM 4.6

Mark Ingram
Fire Chief
(830)-798-4674
mingram@cityofburnet.com

Agenda Item Brief

Meeting Date:	February 26, 2018
Agenda Item:	Discuss and consider action: Authorization and approval to hire additional Fire Department personnel: M. Ingram
Background:	Due to the increases in call volume over the past year, the Fire Department is requesting to hire additional Fire and EMS personnel.
Information:	To accommodate the increase in call volume the Fire Department is requesting an increase in personnel from nine employees to ten employees per shift which would be an increase of three positions.
Fiscal Impact:	Due to the unpredictability of EMS revenue, it is best to look at the cost as a potential range of outcomes. If revenues bottom out, it could impact the budget as much as a negative \$80,000. If revenues do well, there is a potential to have a positive net impact of around \$38,000.
Recommendation:	Staff recommends approval and authorization to hire three additional Fire Department personnel.

STAFFING

- **CURRENT**

- 9 Per Shift

- 5 Paramedics
 - 4 EMT-Basics

- **PROPOSED**

- 10 Per Shift

- 6 Paramedics
 - 4 EMT-Basics



EMS Calls Increasing

1-1-2017 - 12-31-2017

1-1-2018 - 12-31-2018

4056

4631

15% Increase



PATIENT TRANSPORTS

2017

- Oct - 98
- Nov - 110
- Dec - 126
- Jan - 154
- Feb - 136

2018

- Oct - 128
- Nov - 139
- Dec - 139
- Jan - 154
- Feb - TBD



BUDGET IMPACT SCENARIOS

A

B

C

\$80,394.00	\$46,544.00	\$38,003.00
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City Manager

ITEM 4.7

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

Agenda Item Brief

Meeting Date: February 26, 2019

Agenda Item: Discuss and consider action: Authorize the purchase of approximately 13.5 acres of land located at the corner of Houston-Clinton Drive and U.S. Hwy. 281 South by the Burnet Economic Development Corporation: D. Vaughn

Background:

Information: The EDC voted earlier this week to acquire the 13.5 acre tract for \$325,000. The purchase of this property also requires authorization of the Council, since this is an unbudgeted item.

Fiscal Impact: \$325,000 paid for out of BEDC fund balance.

Recommendation: The EDC Board requests a motion to approve the purchase of the property.



TEXAS ASSOCIATION OF REALTORS®

COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

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1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: **BJV FOX HOLDINGS, LP**

Address: **605B N.WATER, BURNET, TX 78611**

Phone: **(512)565-8407**

E-mail: **RACHEL@FOX281.COM**

Fax:

Other:

Buyer: **BURNET ECONOMIC DEVELOPMENT CORPORATION**

Address: **PO BOX 1369, BURNET, TX 78611**

Phone: **(512)756-6093**

E-mail:

Fax:

Other:

2. PROPERTY:

- A. "Property" means that real property situated in **BURNET** County, Texas at **13.51 ACRES, 0 SOUTH HWY 281, BURNET, TX** (address) and that is legally described on the attached Exhibit _____ or as follows: **ABS A0880 LEMUEL TAYLOR, TRACT OUT OF ABSTS 880 & 187, 13.51 ACRES**

- B. Seller will sell and convey the Property together with:

- (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
- (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
- (3) Seller's interest in all licenses and permits related to the Property.

*(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)
(If mineral rights are to be reserved an appropriate addendum should be attached.)*

3. SALES PRICE:

- A. At or before closing, Buyer will pay the following sales price for the Property:

- (1) Cash portion payable by Buyer at closing \$ **325,000.00**
- (2) Sum of all financing described in Paragraph 4 \$ _____
- (3) Sales price (sum of 3A(1) and 3A(2)) \$ **325,000.00**

B. Adjustment to Sales Price: (Check (1) or (2) only.)

- ☐ (1) The sales price will not be adjusted based on a survey.
☒ (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of \$ 24,056.00 per:

- ☐ (i) square foot of ☐ total area ☐ net area.
☒ (ii) acre of ☒ total area ☐ net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

- ☐ (i) public roadways;
☐ (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
☐ (iii) _____

(c) If the sales price is adjusted by more than 10.000 % of the stated sales price, either party may terminate this contract by providing written notice to the other party within 7 days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

- ☐ A. **Third Party Financing:** One or more third party loans in the total amount of \$ _____ .
This contract:
☒ (1) is not contingent upon Buyer obtaining third party financing.
☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).
- ☐ B. **Assumption:** In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____ .
- ☐ C. **Seller Financing:** The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of \$ _____ .

5. EARNEST MONEY:

- A. Not later than 3 days after the effective date, Buyer must deposit \$ \$3,250.00 as earnest money with ATTORNEY'S ABSTRACT/ALVIN NORED (title company) at _____ (address) _____ (closer).
If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
- B. Buyer will deposit an additional amount of \$ -0- with the title company to be made part of the earnest money on or before:
☐ (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
☐ (ii) _____ .
Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY AND SURVEY:

A. Title Policy:

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
 - (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
 - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
 - ☐ (a) will not be amended or deleted from the title policy.
 - ☒ (b) will be amended to read "shortages in areas" at the expense of ☒ Buyer ☐ Seller.
- (3) Within 15 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 30 days after the effective date:

- ☒ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer -0- (insert amount) of the cost of the survey at closing, if closing occurs.
- ☐ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- ☐ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, ☐ Seller ☐ Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 20 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party _____ (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

C. Buyer's Objections to the Commitment and Survey:

- (1) Within 7 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new

document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.
- (3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

- A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: N/A

- B. Feasibility Period: Buyer may terminate this contract for any reason within 30 days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

- ☐ (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ _____ that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.
- ☒ (b) Not later than 3 days after the effective date, Buyer must pay Seller \$ 500.00 as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

- (2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single period of an additional _____ days by depositing additional earnest money in the amount of \$ _____ with the title company. If no dollar amount is stated in this Paragraph or if Buyer fails to timely deposit the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

- (1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Buyer must:

- (a) employ only trained and qualified inspectors and assessors;
- (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
- (c) abide by any reasonable entry rules or requirements of Seller;
- (d) not interfere with existing operations or occupants of the Property; and
- (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

- (3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

- (1) Delivery of Property Information: Within -0- days after the effective date, Seller will deliver to Buyer: *(Check all that apply.)*

- ☐ (a) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- ☐ (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- ☐ (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- ☐ (d) copies property tax statements for the Property for the previous 2 calendar years;
- ☐ (e) plats of the Property;
- ☐ (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
- ☒ (g) Verbal agreement between Seller and Lady Bug Septic Co. for land lease (at no cost and no set duration) for placing an advertising sign on the property.

- (2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- ☐ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- ☐ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- ☒ (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

- E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. **LEASES:**

- A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller

must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any advance sums paid by a tenant under any lease;
- (4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within N/A days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than -0- by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: THE FOX REAL ESTATE GROUP,
ANN RIDDELL, BROKER
 Agent: RACHEL HOLCOMB
 Address: 605B N. WATER
BURNET, TX 78611
 Phone & Fax: (512)565-8407
 E-mail: RACHEL@FOX281.COM
 License No.: 520962

Cooperating Broker: NONE
 Agent: _____
 Address: _____
 Phone & Fax: _____
 E-mail: _____
 License No.: _____

Principal Broker: (Check only one box)

- ☒ represents Seller only.
☐ represents Buyer only.
☐ is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. Fees: (Check only (1) or (2) below.)

(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

☒ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

☐ (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:

☐ _____ % of the sales price.
☐ _____

Cooperating Broker a total cash fee of:

☐ _____ % of the sales price.
☐ _____

The cash fees will be paid in _____ County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

- C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

- A. The date of the closing of the sale (closing date) will be on or before the later of:

(1) ☐ _____ days after the expiration of the feasibility period.

☒ March 28, 2019 (specific date).

(2) 7 days after objections made under Paragraph 6C have been cured or waived.

- B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

- C. At closing, Seller will execute and deliver, at Seller's expense, a ☒ general ☐ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:

- (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
- (2) without any assumed loans in default; and
- (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:

- (1) tax statements showing no delinquent taxes on the Property;
- (2) an assignment of all leases to or on the Property;
- (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
- (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
- (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
- (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.

- E. At closing, Buyer will:

- (1) pay the sales price in good funds acceptable to the title company;
- (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
- (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;
- (4) sign an assumption of all leases then in effect; and
- (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:

- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
- (2) release of Seller's loan liability, if applicable;
- (3) tax statements or certificates;
- (4) preparation of the deed;
- (5) one-half of any escrow fee;
- (6) costs to record any documents to cure title objections that Seller must cure; and
- (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:

- (1) all loan expenses and fees;
- (2) preparation of any deed of trust;
- (3) recording fees for the deed and any deed of trust;
- (4) premiums for flood insurance as may be required by Buyer's lender;
- (5) one-half of any escrow fee;
- (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

- C. **Rent and Security Deposits:** At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or
(Check if applicable)
☒ enforce specific performance, or seek such other relief as may be provided by law.
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

- A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or
- B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
(1) Seller and the sales price will be reduced by the same amount; or
(2) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. ☐ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

- ☒ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408).
- ☐ B. Except as otherwise provided in this contract, Seller is not aware of:
 - (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property;
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (10) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- ☒ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- ☒ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- D. Addenda which are part of this contract are: *(Check all that apply.)*
- ☐ (1) Property Description Exhibit identified in Paragraph 2;
 - ☐ (2) Commercial Contract Financing Addendum (TAR-1931);
 - ☒ (3) Commercial Property Condition Statement (TAR-1408);
 - ☐ (4) Commercial Contract Addendum for Special Provisions (TAR-1940);
 - ☐ (5) Notice to Purchaser of Real Property in a Water District (MUD);
 - ☐ (6) Addendum for Coastal Area Property (TAR-1915);
 - ☐ (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
 - ☒ (8) Information About Brokerage Services (TAR-2501);
 - ☐ (9) Information About Mineral Clauses in Contract Forms (TAR-2509); and
 - ☐ (10) _____

(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)

- E. Buyer ☐ may ☒ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.
- 23. TIME:** Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.
- 24. EFFECTIVE DATE:** The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you

will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TAR-1915) may be used*).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (*the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916) may be used*).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- I. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: BROKER IS RELATED TO OWNER.
26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on - 0 -, the offer will lapse and become null and void.

Commercial Contract - Unimproved Property concerning 13.51 ACRES, 0 SOUTH HWY 281, BURNET, TX

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Seller: BJV FOX HOLDINGS, LP

BURNET ECONOMIC DEVELOPMENT
Buyer: CORPORATION

By: LAVONNA FOX, MANAGER
By (signature): *Lavonna Fox*
Printed Name: LAVONNA FOX
Title: MANAGER

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay -0- (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

☐ \$ _____, or
☐ _____ % of the sales price, or
☐ _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: THE FOX REAL ESTATE GROUP

Cooperating Broker: NONE

By: _____
RACHEL HOLCOMB, #520962

By: _____

ATTORNEYS

Seller's attorney: _____

Buyer's attorney: _____

Address: _____

Address: _____

Phone & Fax: _____

Phone & Fax: _____

E-mail: _____

E-mail: _____

Seller's attorney requests copies of documents, notices, and other information:

- ☐ the title company sends to Seller.
☐ Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:

- ☐ the title company sends to Buyer.
☐ Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

- ☐ A. the contract on this day _____ (effective date);
☐ B. earnest money in the amount of \$ _____ in the form of _____ on _____.

Title company: _____

Address: _____

By: _____

Phone & Fax: _____

Assigned file number (GF#): _____

E-mail: _____



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL PROPERTY CONDITION STATEMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
 ©Texas Association of REALTORS®, Inc. 2018

CONCERNING THE PROPERTY AT: 13.51 ACRES, 0 SOUTH HWY 281, BURNET, TX

THIS IS A DISCLOSURE OF THE SELLER'S OR LANDLORD'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED. IT IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES A BUYER OR TENANT MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, LANDLORD, LANDLORD'S AGENTS OR ANY OTHER AGENT.

PART I - Complete if Property is Improved or Unimproved

Are you (Seller or Landlord) aware of:	<u>Aware</u>	<u>Not Aware</u>
(1) any of the following environmental conditions on or affecting the Property:		
(a) radon gas?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) asbestos components:		
(i) friable components?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(ii) non-friable components?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) urea-formaldehyde insulation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) endangered species or their habitat?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) wetlands?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) underground storage tanks?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(g) leaks in any storage tanks (underground or above-ground)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(h) lead-based paint?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(i) hazardous materials or toxic waste?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(j) open or closed landfills on or under the surface of the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(k) external conditions materially and adversely affecting the Property such as nearby landfills, smelting plants, burners, storage facilities of toxic or hazardous materials, refiners, utility transmission lines, mills, feed lots, and the like?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(l) any activity relating to drilling or excavation sites for oil, gas, or other minerals?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) previous environmental contamination that was on or that materially and adversely affected the Property, including but not limited to previous environmental conditions listed in Paragraph 1(a)-(l)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) any part of the Property lying in a special flood hazard area (A or V Zone)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(4) any improper drainage onto or away from the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) any fault line at or near the Property that materially and adversely affects the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) air space restrictions or easements on or affecting the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) unrecorded or unplatted agreements for easements, utilities, or access on or to the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

(TAR-1408) 4-1-18 Initialed by Seller or Landlord: LF , _____ and Buyer or Tenant: _____ , _____

Page 1 of 4

- | | <u>Aware</u> | <u>Not
Aware</u> |
|---|--------------------------|-------------------------------------|
| (8) special districts in which the Property lies (for example, historical districts, development districts, extraterritorial jurisdictions, or others)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (9) pending changes in zoning, restrictions, or in physical use of the Property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| The current zoning of the Property is: _____ | | |
| (10) your receipt of any notice concerning any likely condemnation, planned streets, highways, railroads, or developments that would materially and adversely affect the Property (including access or visibility)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (11) lawsuits affecting title to or use or enjoyment of the Property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (12) your receipt of any written notices of violations of zoning, deed restrictions, or government regulations from EPA, OSHA, TCEQ, or other government agencies? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (13) common areas or facilities affiliated with the Property co-owned with others? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (14) an owners' or tenants' association or maintenance fee or assessment affecting the Property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| If aware, name of association: _____ | | |
| Name of manager: _____ | | |
| Amount of fee or assessment: \$ _____ per _____ | | |
| Are fees current through the date of this notice? [<input type="checkbox"/>] yes [<input type="checkbox"/>] no [<input type="checkbox"/>] unknown | | |
| (15) subsurface structures, hydraulic lifts, or pits on the Property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (16) intermittent or weather springs that affect the Property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (17) any material defect in any irrigation system, fences, or signs on the Property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (18) conditions on or affecting the Property that materially affect the health or safety of an ordinary individual? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (19) any of the following rights vested in others: | | |
| (a) outstanding mineral rights? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (b) timber rights? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (c) water rights? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (d) other rights? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (20) any personal property or equipment or similar items subject to financing, liens, or lease(s)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| If aware, list items: _____ | | |

If you are aware of any of the conditions listed above, explain. (Attach additional information if needed.) _____

(3) Per FEMA map, property is partially in Flood Zone A.

PART 2 - Complete only if Property is Improved

A. Are you (Seller or Landlord) aware of any material defects in any of the following on the Property?

	<u>Aware</u>	<u>Not Aware</u>	<u>Not Appl.</u>
(1) <u>Structural Items:</u>			
(a) foundation systems (slabs, columns, trusses, bracing, crawl spaces, piers, beams, footings, retaining walls, basement, grading)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) exterior walls?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) fireplaces and chimneys?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) roof, roof structure, or attic (covering, flashing, skylights, insulation, roof penetrations, ventilation, gutters and downspouts, decking)? . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) windows, doors, plate glass, or canopies	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) <u>Plumbing Systems:</u>			
(a) water heaters or water softeners?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) supply or drain lines?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) faucets, fixtures, or commodes?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) private sewage systems?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) pools or spas and equipments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) sprinkler systems (fire, landscape)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(g) water coolers?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(h) private water wells?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(i) pumps or sump pumps?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) <u>HVAC Systems:</u> any cooling, heating, or ventilation systems?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) <u>Electrical Systems:</u> service drops, wiring, connections, conductors, plugs, grounds, power, polarity, switches, light fixtures, or junction boxes?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) <u>Other Systems or Items:</u>			
(a) security or fire detection systems?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) porches or decks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) gas lines?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) garage doors and door operators?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) loading doors or docks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) rails or overhead cranes?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(g) elevators or escalators?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(h) parking areas, drives, steps, walkways?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(i) appliances or built-in kitchen equipment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If you are aware of material defects in any of the items listed under Paragraph A, explain. (Attach additional information if needed.) _____

B. Are you (Seller or Landlord) aware of:	<u>Aware</u>	<u>Not Aware</u>
(1) any of the following water or drainage conditions materially and adversely affecting the Property:		
(a) ground water?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) water penetration?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) previous flooding or water drainage?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) soil erosion or water ponding?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) previous structural repair to the foundation systems on the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) settling or soil movement materially and adversely affecting the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) pest infestation from rodents, insects, or other organisms on the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) termite or wood rot damage on the Property needing repair?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) mold to the extent that it materially and adversely affects the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) mold remediation certificate issued for the Property in the previous 5 years? <i>if yes, attach a copy of the mold remediation certificate.</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) previous termite treatment on the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(9) previous fires that materially affected the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(10) modifications made to the Property without necessary permits or not in compliance with building codes in effect at the time?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(11) any part, system, or component in or on the Property not in compliance with the Americans with Disabilities Act or the Texas Architectural Barrier Statute?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If you are aware of any conditions described under Paragraph B, explain. (Attach additional information, if needed.) B1(a): Ground water drainage, large pipes installed on property to assist with drainage.

The undersigned acknowledges receipt of the foregoing statement.

Seller or Landlord: BTV Foy Holdings, LP

Buyer or Tenant: Burnet Economic Development Corporation

By: LaVonna Foy
 By (signature): LaVonna Foy
 Printed Name: _____
 Title: Manager

By: _____
 By (signature): _____
 Printed Name: _____
 Title: _____

By: _____
 By (signature): _____
 Printed Name: _____
 Title: _____

By: _____
 By (signature): _____
 Printed Name: _____
 Title: _____

NOTICE TO BUYER OR TENANT: The broker representing Seller or Landlord, and the broker representing you advise you that this statement was completed by Seller or Landlord, as of the date signed. The brokers have relied on this statement as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.



Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

11-2-2015



TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

THE FOX REAL ESTATE GROUP	480213	INFO@FOX281.COM	512-756-6066
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
ANN RIDDELL	480213	ANN@FOX281.COM	512-755-2027
Designated Broker of Firm	License No.	Email	Phone
ANN RIDDELL	480213	ANN@FOX281.COM	512-755-2027
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
RACHEL HOLCOMB, ABR, SRS	520962	RACHEL@FOX281.COM	512-565-8407
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date



Finance Department

ITEM 4.8

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

Agenda Item Brief

Meeting Date: February 26, 2019

Agenda Item: Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE 2018-19; THE ORIGINAL BUDGET ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018, AND ENDING SEPTEMBER 30, 2019 FOR THE CITY OF BURNET, TEXAS, FUNDING ACCOUNTS IN BUDGET DUE TO UNFORESEEN SITUATIONS; CONTAINING FINDINGS PROVIDING FOR SAVINGS AND SEVERABILITY: P. Langford

Background:

Information:

Fiscal Impact: As noted on Attachment "A".

Recommendation: Approve the first reading of Ordinance 2019-07 as presented.

ORDINANCE NO. 2019-07

AN ORDINANCE OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE 2018-19; THE ORIGINAL BUDGET ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018, AND ENDING SEPTEMBER 30, 2019, FOR THE CITY OF BURNET, TEXAS, FUNDING ACCOUNTS IN BUDGET DUE TO UNFORESEEN SITUATIONS; CONTAINING FINDINGS; PROVIDING FOR SAVINGS AND SEVERABILITY.

WHEREAS, the City of Burnet, Texas Fiscal Year 2018-2019 Budget was adopted by Ordinance 2018-19 within the time and in the manner required by State Law; and

WHEREAS, the City of Burnet, Texas has reviewed the Budget; and

WHEREAS, the City Council of the City of Burnet, Texas has considered the status of the Capital Improvement Projects for the rest of the fiscal year; and

WHEREAS, the City Council of the City of Burnet, Texas hereby finds and determines that it is prudent to amend the line items due to unforeseen situations that have occurred in the City; and

WHEREAS, the City Council of the City of Burnet, Texas further finds that these amendments will serve in the public interest; and

WHEREAS, the City Council of the City of Burnet, Texas finds and determines that the change in the Budget for the stated municipal purpose is warranted and necessary, and that the amendment of the Budget to fund these line items due to unforeseen situations and a matter of public necessity warranting action at this time;

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

Section 1. Findings

The facts and matters set out above are found to be true and correct.

Section 2. Purpose

The City of Burnet, Texas, Fiscal Year 2018-2019 Budget is hereby amended to reflect effect of unforeseen circumstances, as shown on Exhibit "A".

Section 3. Savings/Repealing Clause

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

Section 4. Severability

It is hereby declared to be the intention of the City Council that if any of the sections, paragraphs, sentences, clauses, and phrases of the Ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of unconstitutional or invalid phrases, clauses, sentences, paragraphs, or sections..

PASSED AND APPROVED the First Reading on this the 26th day of February, 2019

FINALLY PASSED AND APPROVED on this 12th day of March, 2019.

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

ATTACHMENT A:

\$4,500 for the purchase of 4 bullet proof vests by the Police Department. The cost will be covered by the use of fund balance.

\$50,000 increase to purchase of police vehicles to replace police vehicle that was damaged beyond repair during the prior year. \$47,000 of the cost will be covered by insurance claim payments received and the remaining balance of \$3,000 will be covered by use of fund balance.

\$13,310 increase in airport insurance expense in order to insure the airport runway. The current year's portion of \$6,610 will be covered by current revenues while the prior year's portion of \$6,700 will be covered by the use of fund balance.

\$41,500 increase in airport runway repairs. The cost will be covered by insurance claim payments received from TML.

\$25,000 increase in airport capital projects to paint the display planes located at the airport. The cost will be covered by the use of fund balance.

\$400,000 increase in BEDC property acquisitions to purchase a 13 acre tract of property located on South 281. The cost will be covered by the use of fund balance.

\$20,000 increase in BEDC professional fees to conduct a hotel motel study, traffic count, and demographic study. The cost will be covered by the use of fund balance.

\$500,000 increase in BEDC Badger Building renovation expense for overages. The cost will be covered by the use of fund balance.

\$250,000 increase in BEDC 21 acre development related expenses for overages. The cost will be covered by the use of fund balance.

\$10,000 increase in general fund capital projects to plant trees. The cost will be covered by the \$10,000 fee charged to developer in lieu of tree replacement.

\$70,000 increase in water and wastewater capital projects for the CR100 water line extension. The cost will be covered by \$17,600 received from developer and the remainder of \$52,400 will be covered by the use of fund balance.

\$16,250 increase to Planning and Development salaries to add a Building Inspector/Official position and eliminate the use of contract inspector. The cost will be covered by the use fund balance.



Police Department

ITEM 4.9

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

Agenda Item Brief

Meeting Date:	February 26, 2019
Agenda Item:	Discuss and consider action: Approval and authorization to proceed with acceptance of a contract between Burnet Police and Fire Departments and Tania Glenn and Associates, for trauma counseling: P. Nelson
Background:	Currently the Burnet Police and Burnet Fire Departments do not have any professional counseling assistance to help cope and deal with trauma that comes after a traumatic situation while on duty for the employees.
Information:	<p>If the contract is approved, it will allow all officers and employees with the Police and Fire Departments, to contact Tania Glenn & Associates, for counseling services that the employee might need after a traumatic incident.</p> <p>For the year 2017, there were more suicides by the officers, than in the line of duty deaths for the emergency services across the nation. The counseling will be on case by case basis and will be \$70.00 an hour.</p>
Fiscal Impact:	The cost to city for the counseling contract will be approximately \$7,500 from the Fund Balance Budget.
Recommendation:	Staff recommends approval and acceptance of the contract with Tania Glenn and Associates as presented.



**1001 Cypress Creek Rd. Suite 403
Cedar Park, TX 78613
512-323-6994; 512-323-9490 (fax)**

**Tania Glenn & Associates, PA
In Partnership With
The Burnet, TX Police and Fire Departments
PROPOSAL**

1.0 Introduction

1.1 Company Background

Tania Glenn and Associates is a clinical practice dedicated to serving the mental health needs of the military, public safety and aviation communities through the use of effective, appropriate and proven interventions. It is the philosophy of Tania Glenn and Associates to treat all clients with dignity and respect, and to work as diligently as possible to assist our clients in achieving their desired outcomes. Our goal is to find and build on individual strengths while challenging our clients to work on aspects of their lives they want to change, and to challenge themselves to bring about and adhere to this change.

The **Trauma Defense Team (TDT)** of Tania Glenn & Associates, PA is dedicated to assisting your workplace environment in dealing with extremely stressful or traumatic events. From preparation to interventions and follow-up care for major incidents, traumatic events and crises, this program is designed to mitigate stressful incidents in order to minimize the damaging effects they can have on personnel and workplace environments. The TDT provides a number of services, including:

- Pre-incident inoculation for individuals, groups and organizations to prepare for possible incidents. This training focuses on building individual and organizational resilience through assessment of strengths and liabilities, and by promoting change to create a healthy individuals, environments and cultures.
- Review of emergency response policies and procedures. Having the correct plan of action and referral base is vital to any organization's ability to handle a traumatic event. Through review and revision of policy, the Trauma Defense Team of Tania Glenn & Associates can assist your organization prepare for any worst-case scenarios.
- Ongoing care and resolution for first responders who are experiencing Post-Traumatic Stress, burnout, compassion fatigue and performance issues.
- Crisis Response and Follow-up. The professionals at Tania Glenn & Associates are fully trained and equipped to help individuals and organizations through traumatic and stressful events. Whether a crisis is ongoing or resolved, the Trauma Defense Team is equipped to provide compassionate and timely care without interfering with ongoing operations and without making individuals feel targeted, alienated or discomfited. The ability to provide the appropriate interventions at the right time to the right group is the key to success. This is the distinguishing quality of the Trauma Defense Team.

Public safety, military and private corporations around the world have utilized and benefited from this service. Our clients have included:

- Tucson Police Department Aviation Program

- Southwest Airlines
- US Airways
- American Airlines
- Federal Aviation Administration
- Nebraska Sheriff's Association
- Texas Department of Family and Protective Services
- New York State Police Aviation Program
- Austin Community College
- Department of Homeland Security, Customs and Border Protection
- Office of Border Patrol Special Operations Group
- United States Marshals Service Special Operations Group
- Defense Criminal Investigative Services
- United States Marine Corps
- Travis County STAR Flight
- Austin Travis County Emergency Medical Services
- North Blanco County EMS
- Marble Falls EMS
- Pflugerville Fire Department
- Round Rock Police Department
- Round Rock Fire Department
- Cobb County, Georgie Fire Department
- Cedar Park Police Department
- Cedar Park Fire Department
- Goodyear, AZ Fire Department
- Killeen Police Department
- Williamson County Sheriff's Office
- Granite Shoals Police Department
- Hutto Police Department
- Lake Travis Fire/Rescue
- Leander Fire Department
- Lockhart Emergency Medical Services and Police Department
- Texas Attorney General Criminal Investigation Division
- University of Texas Police Department
- Brackenridge Hospital
- Scott & White Hospital System
- St. David's Hospital System
- The Houston Chronicle
- PHI Air Medical
- Air Evac LifeTeam

1.2 Proposal Overview

This proposal outlines the creation and coordination of a relationship between an outside clinical advisor (Tania Glenn, PsyD, LCSW, CCTP) and The Burnet Police and Fire Departments. The role of the clinical advisor would be to provide necessary

education and traumatic event response for both groups and individuals within the organization.

2.0 Background

2.1 General History

Occasionally in the line of duty, first responders encounter events that are not considered within the normal scope of our day-to-day duties. Sometimes these types of events touch their lives in ways that they do not expect, and personnel are left with the lasting impact (both negative and positive) that shapes their professional and sometimes personal lives.

These types of events are called critical incidents – they are sudden, extreme, and can overwhelm the usual coping mechanisms of those dedicated to serve. At any given point, even the most experienced and seasoned emergency personnel can be affected by an incident. This is because it is human nature to have a coping capacity or threshold, beyond which a person no longer tolerates stress in a productive manner. Over time, one's definition of a critical incident can change or evolve as he or she grows and experiences life. In other words, events that didn't affect someone at age 22 might really bother the same person at age 32, 42 or 52.

The most debilitating type of critical incident is obviously a line of duty death. The range and type of impact that this has on pilots is powerful and very painful. In addition to a line of duty death, many employees are also impacted by the suicide of a coworker, injuries to coworkers, the death of a child, mass casualty incidents, events with known victims, the accidental wounding or killing of a citizen and any other event which is unusual and outside the range of what is considered "normal."

Some common reactions to critical incidents include nausea, vomiting, diarrhea, pupil dilation, headaches, indigestion, tremors, muscle aches, increased smoking, insomnia, nightmares, social isolation, anger, depression, an increased startle response, restlessness, increased use of alcohol, and many others. These reactions can be confusing and quite unsettling to affected personnel. Once these reactions are normalized through training, employees typically know how to manage these reactions and prevent them in the future.

The other area of concern in the aftermath of a major incident is the impact on the workplace, which often serves as a reminder for what has occurred. Employees may sometimes manifest their ongoing issues with an event by behaving in ways that are different. Management is often left wondering why a previously stellar performer is now behaving negatively or displaying a problematic attitude. Through understanding the effects of a trauma on employees and by proactively addressing the effects of an incident on both the individual and company levels, leadership is able to get ahead of the curve and prevent ongoing negative ripple effects of an incident. This, of course, takes training and education, along with the ability to tap into resources to guide management through this process.

2.2 Training and Intervention Elements

Training shall consist of:

- Types of stress
- Effects of stress
- Stress management strategies
- Methods for coping in the aftermath of a critical incident – at individual, team and department levels
- Compassion fatigue and burnout
- Advanced training on Posttraumatic Stress Disorder
- Resilience

Interventions shall consist of:

- Individual therapy related to workplace trauma, burnout, anxiety and other line of duty related challenges
- Group briefings – each case is incident specific and carefully triaged to provide the correct service to the appropriate employees at the right time

3.0 Key Personnel

3.1 Dr. Tania Glenn

Dr. Tania Glenn is the President of Tania Glenn and Associates, PA, a clinical private practice in Austin, Texas. Dr. Glenn has served as a clinician for over twenty-six years and specializes in treating anxiety and trauma. Dr. Glenn has done extensive work with public safety and military individuals, couples and families. She specializes in trauma and is a Certified Clinical Therapy Provider. In her practice, Dr. Glenn has worked with law enforcement, fire, EMS, military and aviation professionals, and has helped many individuals with their recovery from Posttraumatic Stress Disorder. She has developed the traumatic stress management program and now serves as the Traumatic Stress Management Coordinator for numerous public safety agencies. Dr. Glenn is a faculty member and trained trainer for the International Critical Incident Stress Foundation. Her prior experience includes work as an Emergency Room Medical Social Worker at Brackenridge Hospital in Austin for ten years.

Dr. Glenn also has extensive experience as a consultant and trainer. The Trauma Defense Team of Tania Glenn & Associates provides trauma-based prevention and intervention services, workplace violence prevention and intervention, crew resource management, workplace cultural analyses and team building. Dr. Glenn's experience as a public speaker comes through in lively, interactive, relevant and fun presentations that capture audiences. Participants frequently comment that Dr. Glenn's presentations are one of the best they have ever seen.

Dr. Glenn is the Clinical Director of multiple peer support and critical incident response teams. Her background experience includes providing traumatic stress management services after the Oklahoma City bombing in 1995, the Jarrell tornado in 1997, the attacks on the World Trade Center in 2001, Hurricanes Katrina and Rita in 2005, the Dallas Police shootings in 2016, the Ft. Lauderdale Airport active shooter incident in 2017 and numerous other incidents including line of duty deaths and suicides of emergency personnel. Dr. Glenn has written numerous articles and is a regular contributor to Air Beat, the journal of the Airborne Law Enforcement Association. In 2006, she was featured in "Between Iraq and a Hard Place," a documentary on traumatic stress in the military.

Dr. Glenn currently serves as an Advisory Board Member for the Brattleboro Hospital Uniformed Services Worker's Retreat in Brattleboro, VT. She has served as a member of the Safety Committee for Austin's air medical and air rescue program, STAR Flight. Dr. Glenn is also a previous Board Member of the Association of Traumatic Stress Specialists and The HARTH Foundation, which provides equine therapy to veterans with PTSD.

Dr. Glenn received her Bachelor's and Master's Degrees from The University of Texas in Austin, and her Doctorate from California Coast University. She also attended the Austin Police Academy in 1998. Dr. Glenn has completed ten marathons, including the Boston Marathon.

Dr. Glenn has authored three books. Protected But Scared is a book written for the children of police officers to offer guidance and support to children, parents and police departments in addressing the secondary trauma that law enforcement children face. First Responder Resilience: Caring for Public Servants encompasses the best standards of care for law enforcement, fire and EMS based on over twenty-seven years of experience in assisting these professionals during and after trauma, stress and burnout. Code Four: Surviving and Thriving in Public Safety is a personal survival guide for first responders, offering ways to navigate their careers and their retirements in a resilient, healthy and successful way.

4.0 Pricing

Annual Estimations and Projections subject to consideration by The Burnet Police and Fire Departments and the City of Burnet.

Phone Consultation and treatment in TGA offices	Onsite care	Travel to onsite
\$70.00 per hour	\$70.00 per hour	\$70.00 per hour

Please feel free to call me with any questions at 512-922-4265.
Respectfully Submitted,

Tania Glenn, PsyD, LCSW, CCTP

Letter of Agreement

This accordance with the attached proposal, this letter of agreement serves to permit Tania Glenn & Associates, PA to enter into partnership to provide services to The Burnet Police Department.

This agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether oral or written. This agreement supersedes any prior written or oral agreement between the parties. This agreement shall automatically end upon a written notice of thirty (30) days to either party.

By the signatures affixed below, this proposal and agreement goes into effect on the date of signing.

Burnet Fire Department

Date

Burnet Police Department

Date

Tania Glenn, PsyD, LCSW

Date