



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 March, 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) 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 March 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 15.789 ACRES OUT OF THE SARAH ANN GUEST SURVEY, PART OF TRACT 29 (INSIDE CITY), ABSTRACT NUMBER A1525, FROM ITS PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL—DISTRICT “R-1”

TO A DESIGNATION OF HEAVY COMMERCIAL—DISTRICT “C-3,” SAID TRACT BEING ADDRESSED AS 2050 EAST POLK STREET (STATE HWY. 29), AND BEING GENERALLY LOCATED EAST OF THE INTERSECTION OF EAST POLK STREET (STATE HWY. 29) AND THE RAILROAD: W. Meshier

4.2) Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 TO REZONE APPROXIMATELY 6.84 ACRES FROM ITS PRESENT DESIGNATION OF HEAVY COMMERCIAL—DISTRICT “C-3” TO A DESIGNATION OF PLANNED UNIT DEVELOPMENT—DISTRICT “PUD,” SAID PROPERTY BEING LEGALLY DESCRIBED AS LOT 7-E OF THE REPLAT OF LOT NO. 7-C EAST SIDE COMMERCIAL PARK, AND GENERALLY LOCATED ON THE NORTH SIDE OF EAST POLK STREET (STATE HWY. 29), IMMEDIATELY EAST OF THE INTERSECTION WITH COKE STREET; ADOPTING A PLANNED UNIT DEVELOPMENT PLAN KNOWN AS EAST SIDE COMMERCIAL PUD NO. 1: W. Meshier

4.3) Discuss and consider action: Authorize the sale of Lot 7-E of the Eastside Commercial Park to R&L Partnership, LLC and the extension of the roads and other infrastructure as an authorized project of the Burnet Economic Development Corporation: D. Vaughn

4.4) Discuss and consider action: Burnet County Memorandum of Understanding with the City of Burnet for Blood Draw Services: D. Vaughn

4.5) Discuss and consider action: A Memorandum of Understanding with Burnet County and the City of Burnet as a participating agency: D. Vaughn

5. REPORTS:

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

5.1(B.3) February 2019 Financial Report: P. Langford

6. REQUESTS FROM COUNCIL FOR FUTURE REPORTS:

7. ADJOURN:

Dated this 22nd day, of March, 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 March 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).

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

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

City Manager David Vaughn

City Secretary Kelly Dix

Guests: James B. Wilson, Mark Lewis, Evan Milliorn, Gene Courtney, Mark Ingram, Paul Nelson, Alan Burdell, Leslie Baugh, Jonny Simons, Adrienne Feild, Patricia Langford, Craig Lindholm, Bettye Foulds, Savanna Gregg, Hootie Trant, Johanna Faulkner, Dale Faulkner, Sonny Croom, Toshia Lowe

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

INVOCATION: Council Member Paul Farmer

PLEDGE OF ALLEGIANCE: Council Member Mary Jane Shanes

PLEDGE TO TEXAS FLAG: Council Member Mary Jane Shanes

PUBLIC RECOGNITION/SPECIAL REPORTS: None.

CONSENT AGENDA ITEMS:

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

Approval of the February 26, 2019 Regular City Council Meeting minutes

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

PUBLIC HEARING:

Public Hearing: Regarding a request to rezone approximately 15.789 acres out of the Sarah Ann Guest Survey, part of tract 29 (inside city), Abstract Number A1525 from its present designation of Single-Family Residential—District “R-1” to a designation of Heavy Commercial—District “C-3,” said tract being addressed as 2050 East Polk Street (State Hwy. 29) and being generally located east of the intersection of East Polk Street (State Hwy. 29) and 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 encompasses, the findings and unanimous approval of the rezone of the Planning and Zoning Commission. 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: Regarding a request to rezone approximately 6.84 acres out of property legally described as S4232 East Side Commercial Park Lot 7C from its present designation of Heavy Commercial—District “C-3” to a designation of Planned Unit Development—District “PUD,” said property being addressed as a portion of 1500 East Polk Street (State Hwy. 29) and being generally located on the north side of East Polk Street (State Hwy. 29) immediately east of the intersection with Coke Street: Meshier: Mayor Bromley opened the Public Hearing. Director of Development

Services Wallis Meshier presented a map of the area that the rezone request encompasses, the findings and unanimous approval of the rezone of the Planning and Zoning Commission. 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: Burnet Municipal Airport Static display restoration project: L. Baugh: Leslie Baugh, Airport Manager, presented Council with an overview of preparation, partnership with LCRA and supply costs for the Burnet Municipal Airport Static display restoration project and the need for a budget amendment for \$45,000 from fund balance to cover the costs of the project. Council Member Danny Lester moved to limit the amount for the purchase of paint for this project to \$5,000.00. Motion failed for lack of a second. Council Member Mary Jane Shanes moved to approve the restoration project as presented with the approved budget of \$45,000. Council Member Joyce Laudenschlager seconded, Mayor Bromley called for a roll vote. Council Members Laudenschlager, Shanes and Mayor Bromley voted in favor. Council Members Lester, Clinton, Farmer and Talamantez voted against. The motion failed. Council Member Danny Lester made a second motion to limit the amount for the purchase of paint to \$10,000. Motion failed for lack of a second. Mayor Bromley moved to table the item. Council Member Joyce Laudenschlager seconded the motion carried unanimously and the item was tabled.

Discuss and consider action: SECOND AND FINAL 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: Council Member Mary Jane Shanes made a motion to table this item. Council Member Joyce Laudenschlager seconded the motion carried unanimously and the item was tabled.

Discuss and consider action: A replat of East Side Commercial, Lot No. 7-C, a 3-lot commercial subdivision being described as 19.41 acres generally located on the north side of East Polk Street (State Hwy. 29, 1500 blk.) immediately east of the intersection with Coke Street: W. Meshier: Council Member Danny Lester made a motion to approve the replat of East Side Commercial, Lot No. 7-C, a 3-lot commercial subdivision being described as 19.41 acres generally located on the north side of East Polk Street (State Hwy. 29, 1500 blk.) immediately east of the intersection with Coke Street as presented. Council Member Joyce Laudenschlager seconded, the motion carried unanimously.

Discuss and consider action: FIRST READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 TO REZONE APPROXIMATELY 15.789 ACRES OUT OF THE SARAH ANN GUEST SURVEY, PART OF TRACT 29 (INSIDE CITY), ABSTRACT NUMBER A1525, FROM ITS PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL—DISTRICT “R-1” TO A DESIGNATION OF HEAVY COMMERCIAL—DISTRICT “C-3,” SAID TRACT BEING ADDRESSED AS 2050 EAST POLK STREET (STATE HWY. 29), AND BEING GENERALLY LOCATED EAST OF THE INTERSECTION OF EAST POLK STREET (STATE HWY. 29) AND THE RAILROAD: W. Meshier: Council Member Paul Farmer made a motion to approve the first reading of Ordinance 2019-08 as presented. Council Member Danny Lester seconded the motion carried unanimously.

Discuss and consider action: FIRST READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 TO REZONE APPROXIMATELY 6.84 ACRES FROM ITS

PRESENT DESIGNATION OF HEAVY COMMERCIAL—DISTRICT “C-3” TO A DESIGNATION OF PLANNED UNIT DEVELOPMENT—DISTRICT “PUD,” SAID PROPERTY BEING LEGALLY DESCRIBED AS LOT 7-E OF THE REPLAT OF LOT NO. 7-C EAST SIDE COMMERCIAL PARK, AND GENERALLY LOCATED ON THE NORTH SIDE OF EAST POLK STREET (STATE HWY. 29), IMMEDIATELY EAST OF THE INTERSECTION WITH COKE STREET; ADOPTING A PLANNED UNIT DEVELOPMENT PLAN KNOWN AS EAST SIDE COMMERCIAL PUD NO. 1: W. Meshier: Council Member Danny Lester made a motion to approve the first reading of ordinance 2019-09 as presented. Council Member Joyce Laudenschlager seconded the motion carried unanimously,

Discuss and consider action: A RESOLUTION BY THE CITY OF BURNET, TEXAS AUTHORIZING THE TRANSFER OF FUNDS FROM THE HOTEL MOTEL FUND TO THE BURNET ECONOMIC DEVELOPMENT CORPORATION FOR THE BADGER BUILDING PROJECT: D. Vaughn: Council Member Danny Lester made a motion to approve and adopt Resolution R2019-07 as presented. Council Member Joyce Laudenschlager seconded, the motion carried unanimously.

Discuss and consider action: Burnet Municipal Airport Static display Restoration Project: (tabled) L. Baugh: Council Member Paul Famer moved to return this item to the table and to approve the \$45,000 cost for paint and supplies purchase for the Airport Static Display Restoration Project and with a caveat to fund a portion of the expense from the Hotel Motel Tax Funds if legally able to do so. Council Member Mary Jane Shanes seconded. Mayor Bromley requested a roll vote. Council Members Laudenschlager, Shanes, Clinton, Farmer, Talamantez and Mayor Bromley voted in favor. Council Member Lester voted against. The motion carried with six in favor and one opposed.

Discuss and consider action: SECOND AND FINAL 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: (tabled) P. Langford: Council Member Paul Farmer moved to return this item to the table and to approve and adopt Ordinance 2019-07 with the adjustment discussed in the approval of the funding in the amount of \$45,000.00 for the Burnet Municipal Airport Static display Restoration Project and \$75,000.00 for the Badger Building Renovation Project. Council Member Joyce Laudenschlager seconded, the motion carried unanimously.

REPORTS: None.

CONVENE TO EXECUTIVE SESSION:

Council Member Joyce Laudenschlager made a motion to convene to Executive Session at 7:02 p.m. Council Member Mary Jane Shanes seconded, the motion carried unanimously.

Executive Session: The Council reserves the right to enter into closed session in accordance with the provision of the Open Meetings Act, Texas Government Code, Chapter 551, Subsection 551.086; Deliberation Regarding Municipally Owned Utility-purchase power cost: D. Vaughn

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

RECONVENE TO REGULAR SESSION:

Council Member Danny Lester made a motion at 8:02 to reconvene to Regular Session. Council Member Joyce Laudenschlager seconded, the motion carried unanimously. Mayor Bromley stated

there was no action to be taken by Council at this time.

REQUESTS FROM COUNCIL FOR FUTURE REPORTS:

Council Member Danny Lester requested a report on the Airport Hangar Leases to include, rental rates and occupancy and an update report from the Commemorative Airforce (CAF). Council Member Cindia Talamantez informed all present that she was contacted by Burnet County and that they have three metal detectors in storage that they are no longer using and wanted to know if the City wanted them. City Manager David Vaughn said he would look into the need.

ADJOURN: There being no further business a motion to adjourn was made by Council Member Danny Lester at 8:04 p.m., seconded by Council Member Mary Jane Shanes. 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: March 26, 2019

Agenda Item: Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 TO REZONE APPROXIMATELY 15.789 ACRES OUT OF THE SARAH ANN GUEST SURVEY, PART OF TRACT 29 (INSIDE CITY), ABSTRACT NUMBER A1525, FROM ITS PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL—DISTRICT “R-1” TO A DESIGNATION OF HEAVY COMMERCIAL—DISTRICT “C-3,” SAID TRACT BEING ADDRESSED AS 2050 EAST POLK STREET (STATE HWY. 29), AND BEING GENERALLY LOCATED EAST OF THE INTERSECTION OF EAST POLK STREET (STATE HWY. 29) AND THE RAILROAD:
W. Meshier

Background: This item is for consideration of a request to rezone the tract of land located on the north side of East Polk Street, immediately east of the railroad tracks (see Exhibit A). The tract is currently undeveloped and zoned “R-1” (Single-Family Residential) (see Exhibit A). The property owner has submitted a request to have the tract rezoned to a designation of “C-3” (Heavy Commercial).

There have been no changes to Ordinance 2019-08 since the first reading on March 12, 2019.

Recommendation: Staff recommends approval and adoption of Ordinance 2019-08 as presented.

Exhibit "A"
Location & Zoning Map

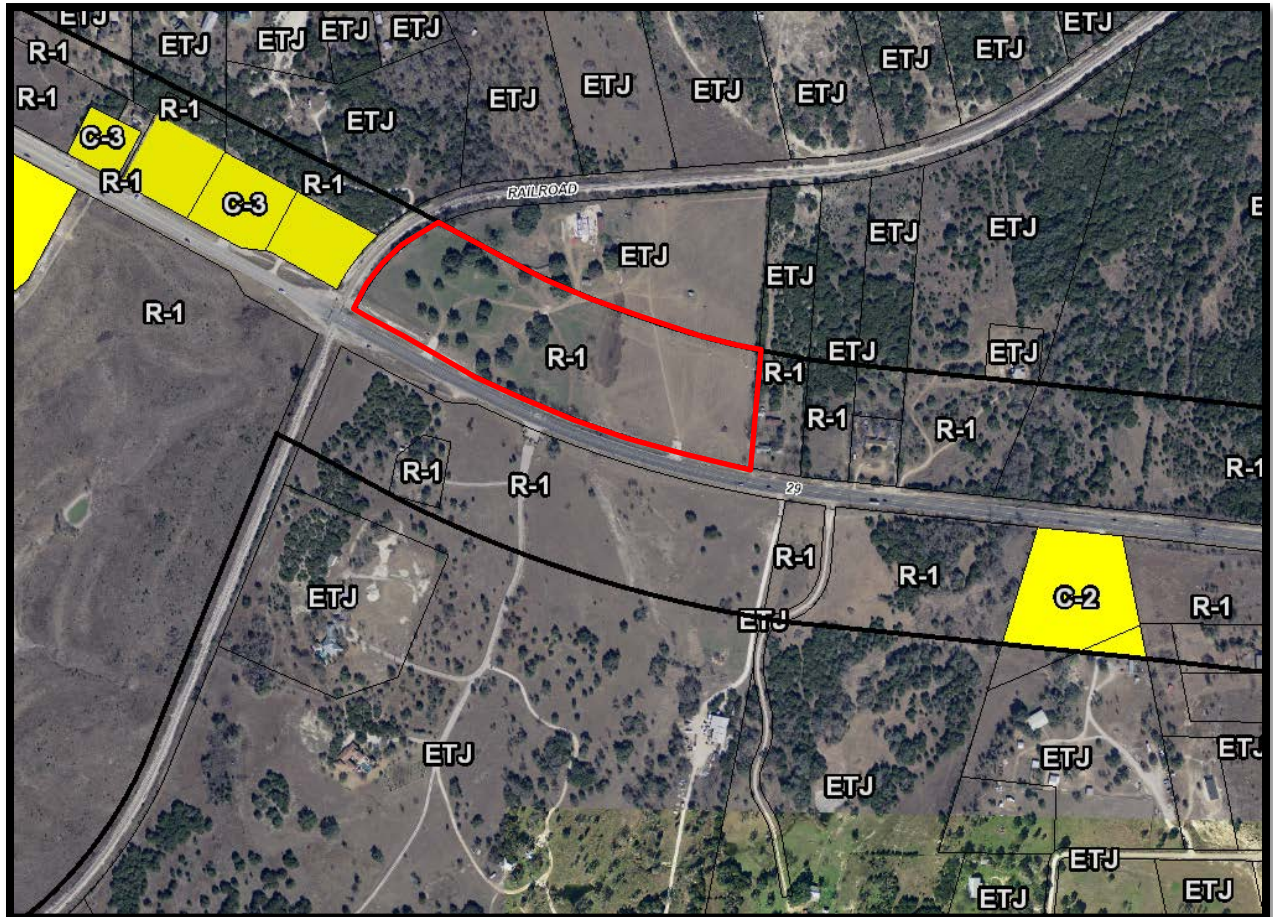
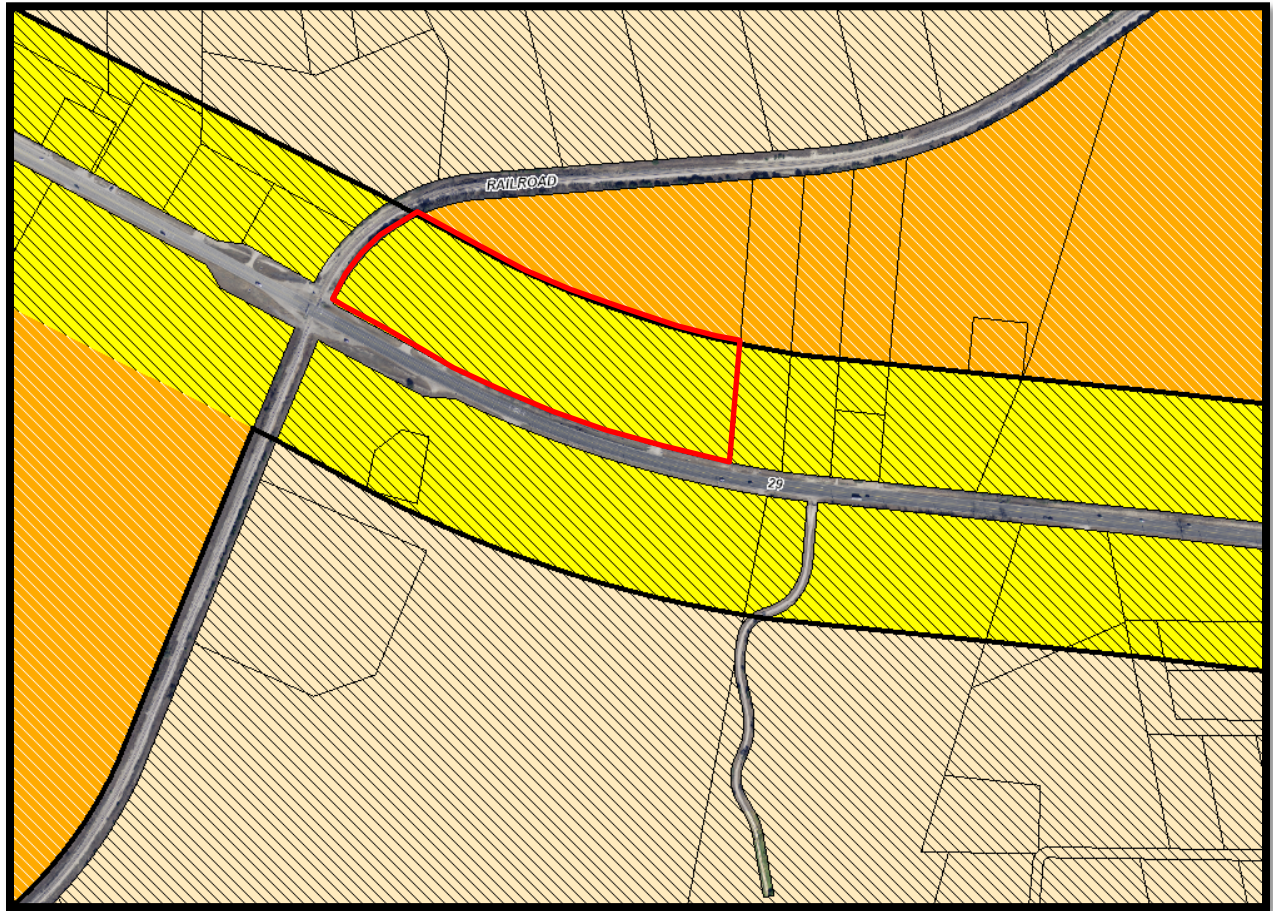


Exhibit "B"
Future Land Use Map (FLUM)



Commercial



Residential



Industrial

ORDINANCE NO. 2019-08

AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 TO REZONE APPROXIMATELY 15.789 ACRES OUT OF THE SARAH ANN GUEST SURVEY, PART OF TRACT 29 (INSIDE CITY), ABSTRACT NUMBER A1525, FROM ITS PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL—DISTRICT “R-1” TO A DESIGNATION OF HEAVY COMMERCIAL—DISTRICT “C-3,” SAID TRACT BEING ADDRESSED AS 2050 EAST POLK STREET (STATE HWY. 29), AND BEING GENERALLY LOCATED EAST OF THE INTERSECTION OF EAST POLK STREET (STATE HWY. 29) AND 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 March 4, 2019, did conduct a public hearing for the purpose of taking public comment regarding the proposal to assign Heavy Commercial—District “C-3” to approximately 15.789 acres out of the Sarah Ann Guest Survey, part of tract 29 (inside city), Abstract Number A1525, said tract being known as 2050 East Polk Street (State Hwy. 29), and being generally located east of the intersection of East Polk Street (State Hwy. 29) and the railroad; and

WHEREAS, The City Council of the City of Burnet, on March 12, 2019 did conduct its own public hearing for the purpose of taking public comment the proposal to assign Heavy Commercial—District “C-3” to approximately 15.789 acres out of the Sarah Ann Guest Survey, part of tract 29 (inside city), Abstract Number A1525, said tract being known as 2050 East Polk Street (State Hwy. 29), and being generally located east of the intersection of East Polk Street (State Hwy. 29) and 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 Heavy Commercial—District “C-3” to approximately 15.789 acres out of the Sarah Ann Guest Survey, part of tract 29 (inside city), Abstract Number A1525, said tract being known as 2050 East Polk Street (State Hwy. 29), and being generally located east of the intersection of East Polk Street (State Hwy. 29) and 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 15.789 acres out of the Sarah Ann Guest Survey, part of tract 29 (inside city), Abstract Number A1525, said tract being said tract being known as 2050 East Polk Street (State Hwy. 29), and being generally located east of the intersection of East Polk Street (State Hwy. 29) and the railroad is hereby assigned a zoning designation of Heavy Commercial—District “C-3”.

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 March, 2019.

FINALLY PASSED AND APPROVED on this 26th day of March, 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: March 26, 2019

Agenda Item: Discuss and consider action: FIRST READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 TO REZONE APPROXIMATELY 6.84 ACRES FROM ITS PRESENT DESIGNATION OF HEAVY COMMERCIAL—DISTRICT “C-3” TO A DESIGNATION OF PLANNED UNIT DEVELOPMENT—DISTRICT “PUD,” SAID PROPERTY BEING LEGALLY DESCRIBED AS LOT 7-E OF THE REPLAT OF LOT NO. 7-C EAST SIDE COMMERCIAL PARK, AND GENERALLY LOCATED ON THE NORTH SIDE OF EAST POLK STREET (STATE HWY. 29), IMMEDIATELY EAST OF THE INTERSECTION WITH COKE STREET; ADOPTING A PLANNED UNIT DEVELOPMENT PLAN KNOWN AS EAST SIDE COMMERCIAL PUD NO. 1.

Background: This item is for consideration of a request to 6.84 acres out of the tract of land located on the north side of East Polk Street, immediately east of the intersection with Coke Street (see Exhibit A). The tract is currently undeveloped and zoned “C-3” (Heavy Commercial) (see Exhibit B). The subject property is currently owned by the Burnet Economic Development Corporation. This is a staff initiated request to rezone the subject property from “C-3” (Heavy Commercial) to “PUD” (Planned Unit Development). The purpose of the proposed PUD is to accommodate a combination of commercial and light industrial uses on the property.

There have been no changes to Ordinance 2019-08 since the first reading on March 12, 2019.

Recommendation: Staff recommends approval and adoption of Ordinance 2019-09 as presented.

Exhibit "A"
Aerial Map



Exhibit "B"
Zoning Map

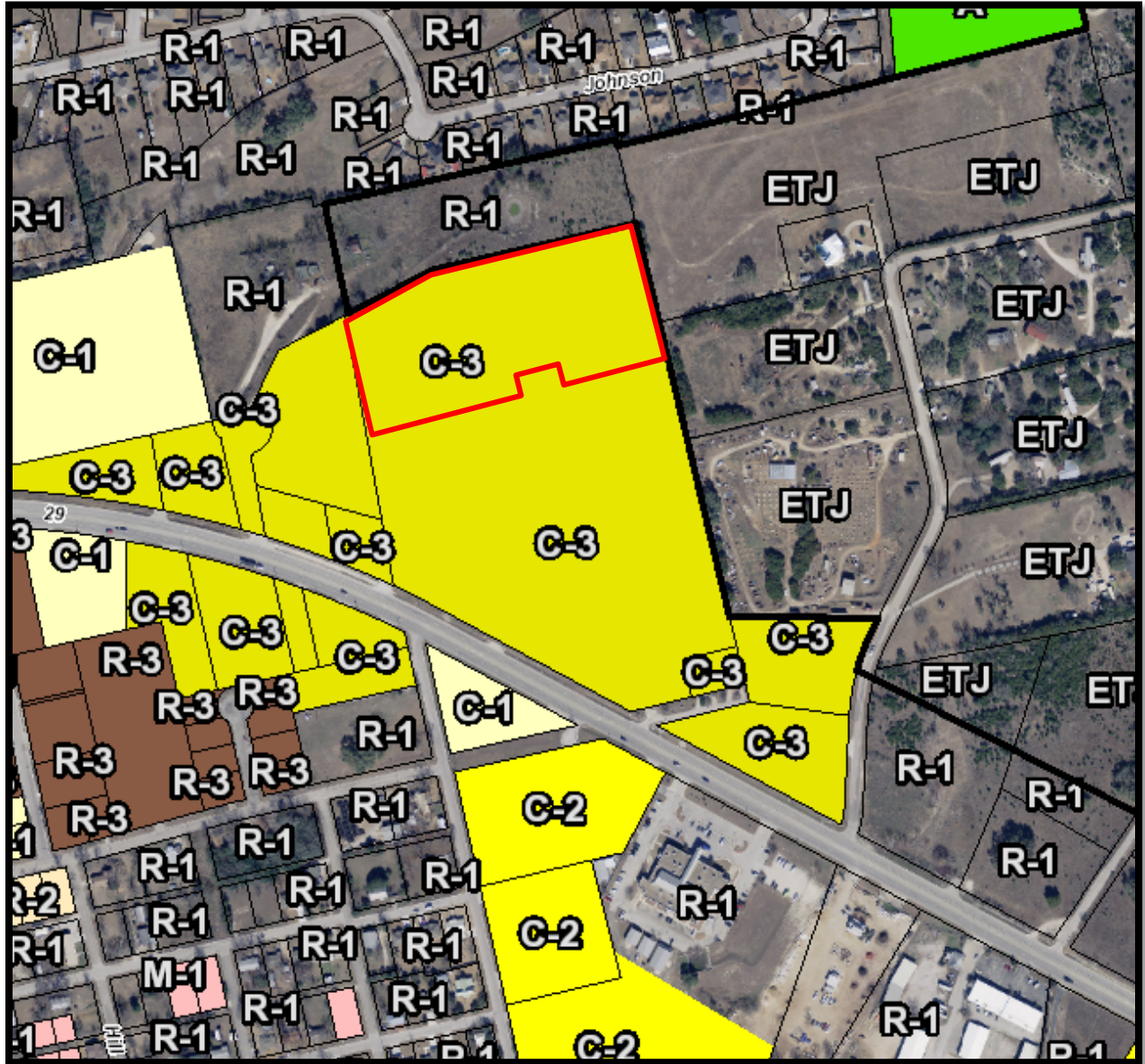
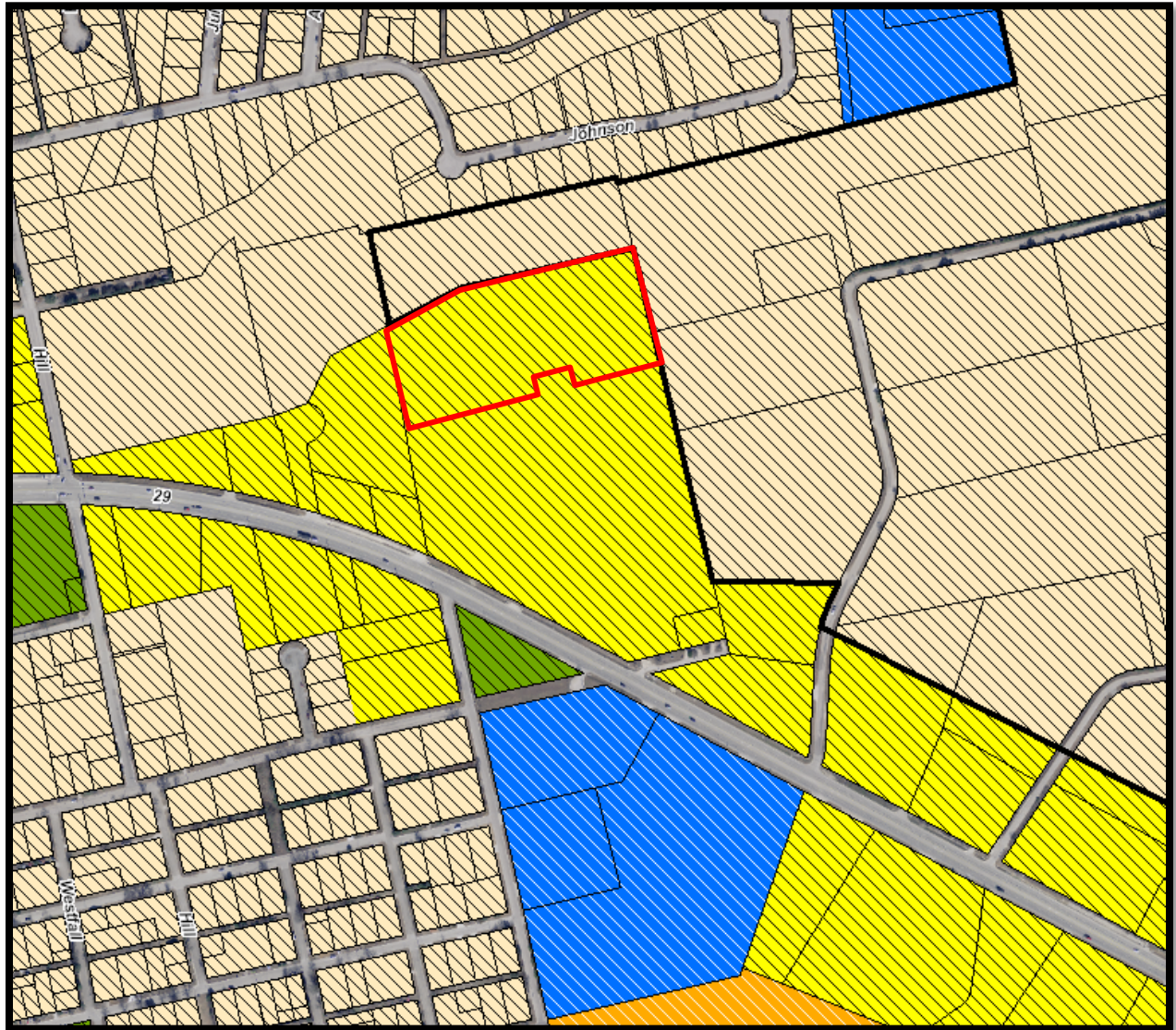


Exhibit "C"
Future Land Use Map (FLUM)



Commercial



Residential



Industrial



Open Space



Government

ORDINANCE NO. 2019-09

AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 TO REZONE APPROXIMATELY 6.84 ACRES FROM ITS PRESENT DESIGNATION OF HEAVY COMMERCIAL—DISTRICT “C-3” TO A DESIGNATION OF PLANNED UNIT DEVELOPMENT—DISTRICT “PUD,” SAID PROPERTY BEING LEGALLY DESCRIBED AS LOT 7-E OF THE REPLAT OF LOT NO. 7-C EAST SIDE COMMERCIAL PARK, AND GENERALLY LOCATED ON THE NORTH SIDE OF EAST POLK STREET (STATE HWY. 29), IMMEDIATELY EAST OF THE INTERSECTION WITH COKE STREET; ADOPTING A PLANNED UNIT DEVELOPMENT PLAN KNOWN AS EAST SIDE COMMERCIAL PUD NO. 1; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

WHEREAS, The Planning and Zoning Commission of the City of Burnet, on March 4, 2019, did conduct a public hearing for the purpose of taking public comment regarding the proposal to assign a designation of Planned Unit Development—District “PUD” to approximately 6.84 acres of property being legally described as Lot 7-E of the replat of Lot No. 7-C East Side Commercial Park (“the Property”), said tract being generally located on the north side of East Polk Street (State Hwy. 29), immediately east of the intersection with Coke Street, and being further described in “Exhibit A” being attached hereto and incorporated herein; and

WHEREAS, The City Council of the City of Burnet, on March 12, 2019 did conduct its own public hearing for the purpose of taking public comment regarding the proposal to assign a designation of Planned Unit Development—District “PUD” to the Property; and

WHEREAS, The City Council, based on due consideration of the Planning and Zoning Commission recommendation, finds that the Planned Unit Development—District “PUD” designation for the Property is consistent with development patterns in the surrounding area and consistent with the best public interest of the City;

WHEREAS, The City Council, based on due consideration of the Planning and Zoning Commission recommendation, finds that the Planned Unit Development (PUD) document attached hereto as “Exhibit B” and incorporated herein, to comply with the City’s standards for Planned Unit Developments as prescribed in Sec. 118-51 of the City of Burnet Code of Ordinances;

WHEREAS, each and every requirement set forth in Chapter 211 of the Texas Local Government Code concerning public notices, hearings, and other procedural matters has been fully complied with,

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 and Planned Unit Development Plan Adopted. The Property is hereby zoned as East Side Commercial Park PUD Number One as attached hereto as Exhibit "B".

Section 4. Repealer. Other ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent that they are in conflict.

Section 5. 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 6. Effective Date. This ordinance is effective upon final passage and approval.

Section 7. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by Chapter 551 of the Texas Local Government Code.

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

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

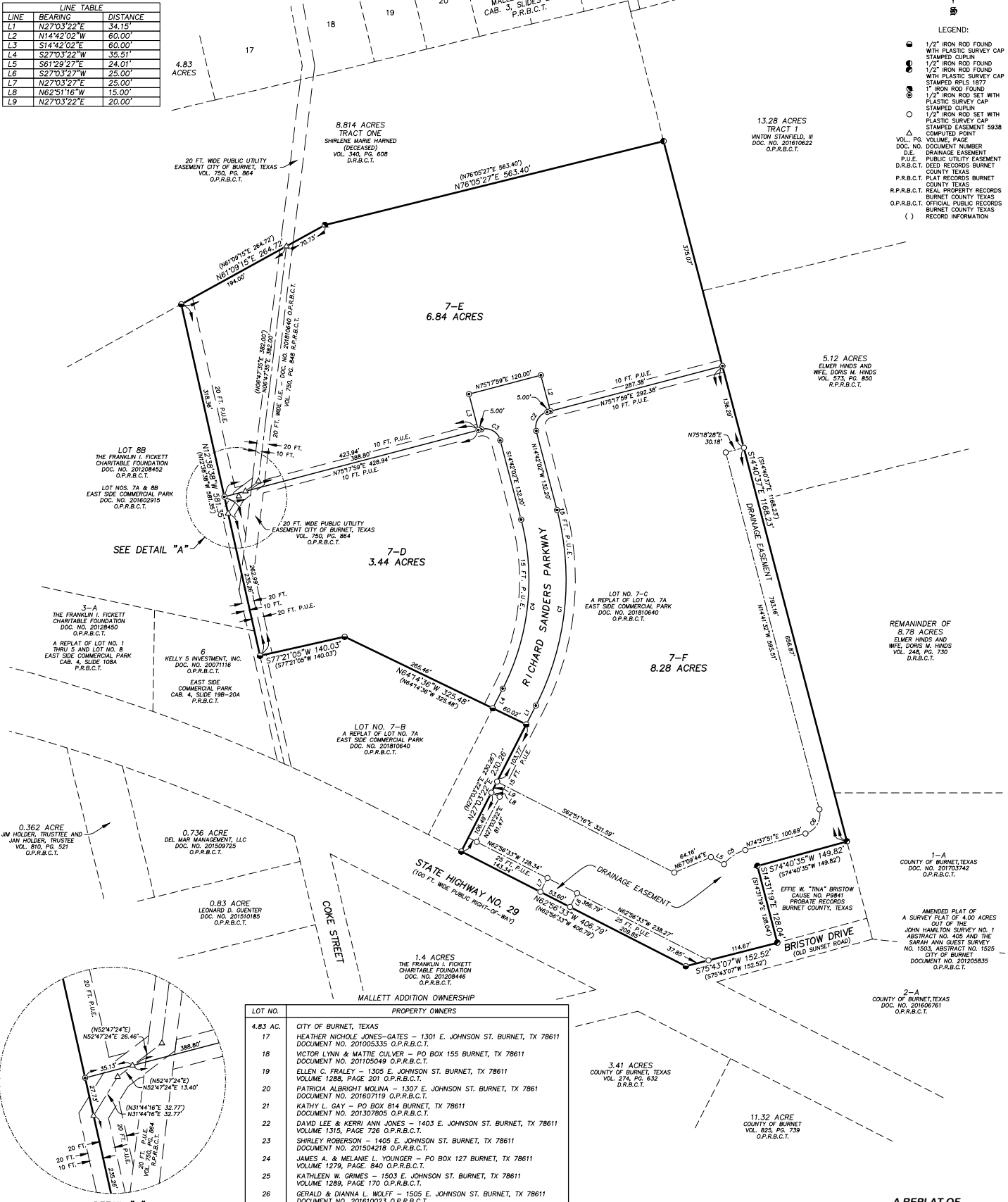
CITY OF BURNET, TEXAS

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N27°03'22"E	34.15'
L2	N14°42'02"W	60.00'
L3	S14°42'02"W	60.00'
L4	S27°03'22"W	35.51'
L5	S61°29'27"E	24.01'
L6	S27°03'27"W	25.00'
L7	N27°03'27"E	25.00'
L8	N62°51'16"W	15.00'
L9	N27°03'22"E	20.00'



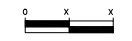
LOT NO.	PROPERTY OWNERS
4.83 AC	CITY OF BURNETT, TEXAS
17	HEATHER NICHOLE JONES-GATES - 1301 E. JOHNSON ST. BURNETT, TX 78611 DOCUMENT NO. 201003535 O.P.R.B.C.T.
18	VICTOR LYNN & MATTIE CULVER - PO BOX 155 BURNETT, TX 78611 DOCUMENT NO. 201105049 O.P.R.B.C.T.
19	ELLEN E. FRALEY 1305 E. JOHNSON ST. BURNETT, TX 78611 DOCUMENT 1289, PAGE 201 O.P.R.B.C.T.
20	PATRICIA ALBERTH MOLINA - 1307 E. JOHNSON ST. BURNETT, TX 78611 DOCUMENT NO. 201607719 O.P.R.B.C.T.
21	KATHY L. GAY PO BOX 814 BURNETT, TX 78611 DOCUMENT NO. 201501029 O.P.R.B.C.T.
22	DAVID LEE & KERRI ANN JONES - 1403 E. JOHNSON ST. BURNETT, TX 78611 DOCUMENT 1315, PAGE 726 O.P.R.B.C.T.
23	SHIRLEY ROBERSON - 1405 E. JOHNSON ST. BURNETT, TX 78611 DOCUMENT NO. 201504919 O.P.R.B.C.T.
24	JAMES A. & MELANIE L. YOUNGER - PO BOX 127 BURNETT, TX 78611 DOCUMENT 127, PAGE. 840 O.P.R.B.C.T.
25	KATHLEEN W. GRIMES - 1503 E. JOHNSON ST. BURNETT, TX 78611 DOCUMENT 1289, PAGE 170 O.P.R.B.C.T.
26	GERALD & DIANNA L. WOLFF - 1505 E. JOHNSON ST. BURNETT, TX 78611 DOCUMENT NO. 201610023 O.P.R.B.C.T.

PROJECT NO. 181153
PREPARED FOR: THE CITY OF BURNET, TEXAS
TECH: B. BURTON
APPROVED: DANNY STARK
FIELD WORK DATE: 1/11/19
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PROFESSIONAL

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MARBLE FALLS, TX. 78654
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WWW.CUPLINASSOCIATES.COM



SCALE 1" = 100'



	2		2 OF 2 SHEET
	1		
DATE	NO.	DESCRIPTION	
REVISIONS			

**A REPLAT OF
LOT NO. 7-C
EAST SIDE COMMERCIAL PARK
19.41 ACRES
CITY OF BURNET
BURNET COUNTY, TEXS**

Exhibit “B”

East Side Commercial
Planned Unit Development
Number One

March 26, 2019

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1. GENERAL PROVISIONS

1.1 Title

This document shall be known as the “East Side Commercial Planned Unit Development Number One,” and may be referenced herein as “the PUD.”

1.2 Subject Property

This PUD document shall be applicable to approximately 6.84 acres of land legally described as Lot 7-E of the replat of Lot No. 7-C East Side Commercial Park (“the Property”), and being referenced as “Exhibit A” of this ordinance. This PUD document shall be applicable to any future subdivisions of the Property.

1.3 Purpose and Intent

This PUD is intended to allow for flexibility with regard to land use, while also ensuring that adjacent properties are not negatively impacted by development of the Property. This PUD accommodates development with a mixture of uses, and provides for a degree of flexibility in the application of site design standards. This document is generally based upon the existing zoning regulations for the City of Burnet, as outlined in Chapter 118 of the City of Burnet Code of Ordinances.

This ordinance is enacted to promote the following:

1. Orderly land use, while providing for a mixture of commercial and light industrial land uses;
2. Good planning practice and site design;
3. Attractive, high-quality development; and
4. Buffering between the Property and nearby residentially zoned areas to the north.

1.4 Applicability of City of Burnet Code of Ordinances

The Property shall be developed and used in accordance with the development and use regulations of the "C-3"(Heavy Commercial) zoning district as set forth in Chapter 118 of the City of Burnet Code of Ordinances, except as supplemented or modified by this PUD document. All aspects of development which are not specifically covered in this PUD shall be governed by the applicable sections of the City of Burnet Code of Ordinances, as may be amended from time to time. In those cases where in conflict, the PUD standards shall control and supersede.

1.5 Modifications to PUD Document

- A. *Minor Modifications.* Technical, site planning, or engineering considerations that meet the intent of this PUD may call for minor deviations from the approved PUD. The City Manager or his or her designee may approve minor deviations if they do not substantially or adversely change the intent of the PUD. Such modifications shall be done in writing and shall be filed with the City Secretary's office.
- B. *Substantial Modifications.* All PUD modifications not permitted under Subsection A above shall be resubmitted following the same procedures required for approval of the original PUD ordinance. A request for an amendment to the PUD Ordinance shall not subject the entire application to public hearing, but only that portion necessary to rule on the specific issue requiring relief.

1.6 Definitions

For the purpose of this PUD, certain terms, phrases, words and their derivatives shall be construed as defined in the City of Burnet Code of Ordinances. Where terms are not defined, they shall have their ordinarily accepted meanings within the context in which they are used.

2. DEVELOPMENT PLAN

2.1 Permitted Uses

Permitted uses within the PUD shall include the uses outlined below, as well as all permitted uses within the "C-3"(Heavy Commercial) zoning district, and any other uses determined by the City Manager or his or her designee to be consistent with the types of uses outlined below.

Assembly and Light Manufacturing. Manufacturing, assembly, and packaging of products from extracted or raw materials, or recycled or secondary materials, or bulk storage and handling of such products and materials. This classification includes manufacturing and assembly of: textiles, apparel, clothing, draperies, and bedding; leather, wood, and paper products; candles and soap; household appliances and furniture; sporting and athletic equipment; medical or musical instruments; computers and computer components; brick and tile; office equipment and supplies; personal cosmetics; chemicals; plastic and rubber products; tobacco products; fabricated metal products; sheet metal fabrication; and the like.

Audio/Video Production Facilities. Establishments providing audio visual services including motion picture or video production facilities; soundstages and recording

studios; lighting, camera, and sound equipment sales, repairs, or rentals; and the like.

Auto Repair and Vehicle Service. Establishments engaged in the repair of automobiles, trucks, motorcycles, recreational vehicles, or boats, including the sale, installation, and servicing of related equipment, parts, lubricants, and accessories. This classification includes quick-service oil changes, tune-ups, brake and muffler shops, engine repair, tire sales and installation, upholstery shops, body and fender work, vehicle painting, towing or repair, but excludes vehicle dismantling or salvaging and tire re-treading or recapping.

Building and Construction Materials Sales and Services. Retailing, wholesaling, or rental of building supplies or construction equipment. This classification includes lumber yards, contractors' yards, tool and equipment sales or rental establishments, building contractors' offices, and retail sales of paint and hardware.

Business Services. Establishments providing building maintenance, document delivery, mail receiving and boxes, graphic arts, drafting, blueprinting, typesetting, copying, desktop publishing, photographic services, and the like.

Catering Businesses. Preparation and delivery of food and beverages for offsite consumption without provision for onsite pickup or consumption.

Cleaning and Laundry Services. Establishments providing commercial cleaning services. This classification includes laundromats, dry cleaners, pressing, dye shops, carpet cleaning, and the like.

Commercial Laboratory. Medical or dental laboratory services or photographic, analytical, or testing services.

Food Processing and Distribution. Facilities engaged in commercial food and beverage processing, packaging, warehousing, wholesaling, or distribution. This classification includes general food processing, dehydrating, commercial bakeries, beverage bottling, frozen food lockers, and the like.

Large Item Sales and Rental. Facilities for the sale, rental, lease, or outdoor display of large items, vehicles, and equipment. This classification includes automobiles, heavy equipment or machinery, vans, light trucks, trailers, golf carts, motor cycles, dirt bikes, boats, kayaks, canoes, rowboats recreational vehicles, motor homes, all-terrain vehicles, dune buggies, four-wheelers, home spas, hot tubs, small portable buildings, gazebos, pottery, statues, fountains, and similar items displayed or stored indoors or outdoors.

Maintenance and Repair Services. Establishments providing repair services for personal or household goods, such as household appliances, computers, televisions,

audio or video equipment, office machines, furniture, home and garden equipment, footwear, leather goods, or building maintenance services.

Nurseries and Garden Supply Stores. Establishments engaged in the retail sale or wholesale of plants, or the sale or rental of garden and landscape materials and equipment. This classification includes greenhouses, grow houses, landscaping facilities, nurseries, florists, and the like.

Personal Instructional Services. Establishments providing personal instructional services. This classification includes photography, fine arts, dance or music studios, driving schools, diet centers, martial arts, yoga and fitness studios.

Personal Services. Establishments providing services of a personal nature. This classification includes barber shops, beauty shops, nail salons, tanning salons, massage parlors, shoe repair, furniture upholstery, dry cleaners, seamstresses, dressmakers, tailors, and the like.

Printing and Publishing. Establishments engaged in commercial printing and publishing operations. This classification includes printing presses, newspaper publishing, book binding, and the like.

Professional Services. Establishments providing services of a professional nature. This classification includes offices for lawyers, accountants, insurance sales, financial services, architecture, interior design, real estate services, consulting services, and the like. This classification also includes clinics and offices for physicians, dentists, ophthalmologists, orthodontists, chiropractors, acupuncture, and the like.

Recycling Collection. A facility for the deposit of recyclable materials. Recyclable materials are not processed in the facility, except for sorting and batching.

Research and Development. Establishments primarily engaged in industrial or scientific research, product development, and controlled production of high technology electronic, industrial or scientific products or commodities for sale. This classification includes biotechnology firms, research laboratories, testing facilities, and manufacturers of nontoxic computer components.

Retail Sales. Establishments engaged in sales of goods, including, but not limited to: furniture and home furnishings; electronics and appliances; clothing, shoes, and jewelry; luggage and leather goods; sporting goods and equipment; audio or video equipment; books, periodicals and music; tobacco sales; automobile parts, lubricants, and accessories; flowers and plants; building and construction supplies; propane sales; and miscellaneous goods, such as office supplies, stationary, gifts, novelties, etc. This classification includes the retail sale or rental of merchandise not specifically listed under another use classification.

Self-Storage. Establishments offering facilities for personal property storage, including mini-warehouses.

Trade Shops. Establishments providing tradesman services. This classification includes carpentry shops, machine shops, commercial painting establishments, sign shops, plumbers, electricians, air conditioning and hearing repair establishments, welding, tinsmith shops, small appliance repair, bicycle repair, and the like.

Warehousing and Distribution. Storage of manufactured products and commercial goods for distribution to wholesale or retail outlets.

2.2 Use Specific Standards

- A. *Outdoor Storage.* Outdoor storage areas that are accessory, incidental, and subordinate to the principal use may be located outside an enclosed building, provided that such storage is enclosed by an opaque screening fence or wall at least six (6) feet in height, and is not located between the building and the street property line.
- B. *Indoor Uses.* All permitted manufacturing activities, as well as any painting, sandblasting, welding, or other similar activities shall be conducted primarily within an enclosed building. Incidental outdoor uses shall be conducted within an area that is improved with concrete, asphalt pavement or other all-weather surface, and that is screened or fenced as specified above.
- C. *Nuisances.* No land use within the PUD, including temporary or incidental uses, shall produce or create external noise, dust, vibration, odor, smoke, fumes, excessive light, or other similar nuisances such that an undesirable or objectionable condition is created to affect adjacent property.

3. SITE DESIGN STANDARDS

3.1 General Standards

- A. *Conformance with Heavy Commercial Zoning District.* All development within the PUD shall conform to the site development standards for the “C-3” (Heavy Commercial) zoning district found in Sec. 118-20 of the City of Burnet Code of Ordinances, as amended. This includes, but is not limited to, standards pertaining to minimum lot area, lot width, lot depth, building setbacks, and lot coverage.
- B. *Common Stormwater Management Facilities.* Multiple lots under single or separate ownership that make use of common detention and water quality facilities may be developed in such a manner that results in an aggregate

impervious cover not exceeding eighty percent (80%) of the Property, provided that covenants, conditions, and restrictions governing the development rights and responsibilities for stormwater management are approved by the City Manager, or his or her designee, and recorded in the Office of Burnet County Deed Records. No site development plan shall be approved for any lot subject to such agreement and no building permit shall be issued on such a lot until said covenants, conditions, and restrictions have been recorded.

3.2 Parking

A. Parking spaces within the PUD shall be provided as follows:

1. One space for each 250 square feet of gross floor area for office uses, personal service shops, retail establishments, and similar uses catering to the general public.
2. One space per 1,000 square feet of gross floor area warehouses, manufacturing facilities, and other similar heavy commercial or light industrial establishments not catering to the general public.
3. Parking requirements for buildings containing multiple uses shall be calculated based on the gross floor area of each use.

B. Minimum parking requirements may be achieved through shared parking agreements, as approved by the City Manager or his or her designee.

3.3 Landscaping

- A. A minimum of ten percent (10%) of the area within the PUD shall be devoted to landscape development. For every six hundred (600) square feet of landscape area required, three (3) trees, or two (2) trees and four (4) shrubs, shall be planted. Trees must have a minimum two (2) inch caliper trunk at time of planting.
- B. In addition to the landscaping requirements above, a ten (10) foot wide landscape buffer shall be provided along the entire northern boundary of the Property. Such buffer shall, at minimum, consist of one (1) tree for each twenty-five (25) linear feet of property line to be buffered.
- C. To reduce the thermal impact of unshaded parking lots, additional trees shall be planted, if necessary, so that no parking space is more than fifty (50) feet away from the trunk of a tree.

- D. An automatic sprinkler system shall be incorporated into all required landscape areas, with the exception of xeriscape areas installed in accordance with a City approved landscape plan.

3.4 Signage

- A. Each building within the PUD shall be entitled to one (1) monument sign not to exceed four (4) feet in height and five (5) feet in width. All such monument signs shall be located within thirty (30) feet of the building entrance, and shall comply with all building setback requirements.
- B. One multi-tenant directional monument sign of not more than six (6) feet in height and fifty (50) square feet in area may be permitted at the front of the Property adjacent to Richard Sanders Parkway. Signage on any such multi-tenant directional monument sign shall be limited to those businesses located within the boundaries of this PUD. In the event the Property is subdivided into smaller lots, such directional monument sign may include businesses that are located on a separate lot within the PUD. A business, making use of a monument sign shall not be precluded from also sharing in the use of such common multi-tenant directional monument sign.

3.5 Site Design

- A. *Dumpster Enclosures.* All dumpsters within the PUD shall be fully enclosed by a six (6) foot tall masonry or metal screening wall.
- B. *Outdoor Lighting.* All outdoor site lighting, including parking lot, security, and accent lighting, shall be fully shielded to direct the light downward in order to minimize light pollution and glare.



City Manager

ITEM 4.3

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

Agenda Item Brief

Meeting Date:

March 26, 2019

Agenda Item:

Discuss and consider action: Authorize the sale of Lot 7-E of the Eastside Commercial Park to R&L Partnership, LLC and the extension of the roads and other infrastructure as an authorized project of the Burnet Economic Development Corporation: D. Vaughn

Background:**Information:**

The EDC is negotiating an agreement with R&L Partners for the purchase of approximately 7 acres of land on the north side of the Eastside Commercial (proposed draft attached). If the Agreement is executed, the EDC will responsible for the extension of a road and utilities to the property. Since the contract requires a financial commitment from the EDC, the project must be approved by the City Council.

Fiscal Impact:**Recommendation:**

The EDC requests a motion to approve the sale of Lot 7-E of the Eastside Commercial Park to R&L Partnership and the extension of a road and other infrastructure to the property as an authorized project for the Burnet Economic Development Corporation.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is made and entered into by and between **BURNET ECONOMIC DEVELOPMENT CORP.**, a type B corporation under the Texas Development Corporation Act, (“Seller”), whose address is 1001 Buchanan Drive, Suite #4, Burnet, Texas 78611 and **R & L Partnership, LLC**, a Texas limited liability company, or its assignees (“Purchaser”), whose address is P.O. Box 485, Burnet, Texas 78611. The Seller and Purchaser are sometimes referred to herein individually as “Party” and collectively as “Parties”. The Parties agree as follows:

Article I

AGREEMENT OF PURCHASE AND SALE

1.1 Agreement. Subject to and in accordance with the terms of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, certain real property shown as Lot 7-E of the Eastside Commercial Park, an approximately 6.84 acre tract of land, as further shown on Exhibit “A” attached hereto and incorporated herein by this reference, together with all improvements, utilities, rights, mineral interests, easements, interests, privileges, tenements and hereditaments appurtenant thereto (collectively, the “Property”).

Article II

PURCHASE PRICE

2.1 Purchase Price. The purchase price for the Property (the “Purchase Price”) shall be Three Hundred Fifty Thousand and 00/100’s Dollars (\$350,000.00), payable in immediately available U.S. funds at Closing (hereinafter defined).

Article III

EARNEST MONEY AND INDEPENDENT CONSIDERATION

3.1 Earnest Money. Within **five (5) business days** from the Effective Date (as hereinafter defined), Purchaser shall deliver to Highland Lakes Title, 208 E. Polk Street, Burnet, Texas 78611, Attn: April Baladez; direct 512.756.4114, fax 512.756.1934, e-mail abaladez@hltitle.com (the “Title Company”) Ten Thousand and No/100 Dollars (\$10,000.00) in immediately available U.S. funds as earnest money (the “Earnest Money”). The Title Company shall deposit the Earnest Money in a fully insured non-interest bearing account at a depository selected by the Title Company, with all interest to become part of the Earnest Money. If the purchase and sale of the Property is consummated in accordance with the terms and conditions of this Agreement, the Earnest Money shall be applied to the Purchase Price at Closing. In all other events, the Earnest Money shall be disposed of by the Title Company as provided elsewhere in this Agreement.

3.2 Independent Consideration. Notwithstanding any other provision of this Agreement to the contrary, the sum of \$100.00 out of the Earnest Money shall be paid by the Title Company to Seller as “Independent Consideration” (herein so called) for Seller’s execution of this Agreement and the rights granted herein, which Independent Consideration shall be paid

to Seller in all instances upon execution of this Agreement, is fully earned, and shall not be applied against the Purchase Price.

Article IV

DUE DILIGENCE ITEMS

4.1 **Due Diligence Items.** Within **five (5) business days** following the Effective Date, Seller shall deliver to Purchaser a copy, if any in Seller's Possession, of the following: (a) Preliminary Development Plan ("**PDP**"), plat, Final Development Plan ("**FDP**") or any other plans affecting the Property; (b) the most recent survey of the Property; (c) the most recent environmental, soils, topography, utility, traffic, engineering, geotechnical or other third party reports pertaining to the Property; (d) the most recent title commitment for Property; and (e) any other information as set forth herein.

Article V

TITLE COMMITMENT, TITLE SURVEY, TITLE REVIEW, AND SUBDIVISION

5.1 **Title Commitment.** Within **ten (10) business days** after the Effective Date of this Agreement, Seller, at Seller's sole cost and expense, shall cause the Title Company to deliver to Purchaser a current Commitment for Title Insurance, dated after the Effective Date, naming Purchaser as the proposed insured, showing the Purchase Price of the Property as the policy amount, and countersigned by the Title Company, as agent for a nationally recognized title underwriter designated by the Title Company, together with legible (or best available) copies of all instruments that create or evidence title exceptions affecting the Property referenced therein (collectively, the "**Title Commitment**").

5.2 **Title Survey.** Within **twenty (20) business days** after the Effective Date of this Agreement, Seller, at Seller's sole cost and expense, shall obtain a new survey of the Property, by a surveyor licensed in the State of Texas (the "**Title Survey**"). The Title Survey shall conform to the Texas Society of Professional Surveyors' standards for a Category 1A, Condition II survey, and shall be certified to Seller, Purchaser, Purchaser's permitted assignee, if any, Purchaser's lender, if any, and the Title Company. The Title Survey shall (i) reflect the actual dimensions of, and area within, the Property, the location of any easements, setback lines, encroachments, or overlaps thereon, and the outside boundary lines of all improvements, (ii) identify by recording reference all easements, setback lines, and other matters referred to on the Title Commitment, (iii) include the surveyor's registered number and seal, and the date of the Title Survey, (iv) reflect the roads and highways and accessibility to and from the Property from a publicly dedicated street or road, (v) be sufficient to cause the Title Company to delete (except for "shortages in area") the printed exception for "discrepancies, conflicts or shortages in area or boundary lines, or encroachments, or any overlapping of improvements in the Owner's Policy of Title Insurance to be delivered pursuant to this Agreement, (vi) reflect whether any area within the Property has been designated by the Federal Insurance Administration, the Army Corps of Engineers, or any other governmental agency or body as being subject to special or increased flooding hazards, or that is otherwise a flood hazard area by reference to the applicable Federal Emergency Management Agency Flood Insurance Rate Map, and (vii) reflect all improvements and building setback lines.

5.3 Title Survey and Title Review. Purchaser shall have a period of **ten (10) business days** from the date it receives the last of the Title Commitment and the Title Survey (the “Title Review Period”) to deliver to Seller in writing any objection Purchaser has to any exception or matter contained in the Title Commitment or the Title Survey (“Objections”). Purchaser shall be deemed to have made Objections to all monetary liens of any existing deed of trust, mortgage, mechanic’s or materialman’s lien and all pending and assessed local improvement district and special assessments affecting the Property (“Monetary Liens”) and at or before Closing, Seller shall be obligated to pay, satisfy and/or remove all Monetary Liens. If Purchaser fails to give written notice of Purchaser’s Objections to Seller prior to the expiration of the Title Review Period, then all exceptions to title shown on Schedule B of the Title Commitment and all matters shown on the Title Survey shall be deemed to be approved by Purchaser and shall be deemed to be Permitted Exceptions (as hereinafter defined); provided, however, in no event shall any Monetary Liens be Permitted Exceptions and Seller shall remain obligated to satisfy all items set forth on Schedule C items in the Title Commitment related to Seller. If Purchaser has timely notified Seller in writing of Purchaser’s Objections to the Title Commitment or the Title Survey, then Seller shall have a period of **ten (10) business days** following the receipt of the Objections in which to cure same (the “Cure Period”); provided, however, Seller may, but shall not be obligated to, cure any of the Purchaser’s Objections other than Monetary Liens. If Purchaser has timely notified Seller in writing of Objections to the Title Commitment or the Title Survey, then Seller shall, prior to the expiration of the Cure Period, give Purchaser written notice (“Seller’s Title Cure Notice”) of Seller’s intention to satisfy or not satisfy the Objections prior to Closing, and Seller may extend the Closing Date as necessary to complete the cure of any Objections that Seller agrees to cure. If Seller fails to timely give Purchaser the Seller’s Title Cure Notice, or if Seller notifies Purchaser in writing during the Cure Period that Seller will not satisfy the Objections prior to Closing, then, in either event, Purchaser shall have the option, prior to the expiration of **ten (10) business days** after receiving Seller’s Title Cure Notice, to either (i) waive the unsatisfied Objections, in which event those unsatisfied Objections shall become Permitted Exceptions, or (ii) terminate this Agreement. If Purchaser does not timely elect to terminate this Agreement, then Purchaser shall be deemed to have waived any unsatisfied Objection, other than Monetary Liens, and any such unsatisfied Objection, other than Monetary Liens, shall become a Permitted Exception. If Purchaser timely elects to terminate this Agreement, then in such event, the Earnest Money, less the Independent Consideration, shall be returned to Purchaser and Seller and Purchaser shall have no further obligations, one to the other, with respect to the subject matter of this Agreement. Seller shall cause the Monetary Liens to be paid, satisfied or removed at or prior to Closing. Seller shall provide Purchaser with an updated Title Commitment no sooner than **ten (10) business days** prior to the scheduled Closing Date. In the event that any additional matters are disclosed on the updated Title Commitment, such matters shall automatically be deemed unacceptable by Purchaser and Seller shall have the same opportunity to cure as provided for in this Section 5.3. If Seller cannot cure or refuses to cure any additional matters, then Purchaser may either (i) waive the additional matters, in which event those additional matters shall become Permitted Exceptions, or (ii) terminate this Agreement. Notwithstanding any provision herein to the contrary, Purchaser shall not require Seller to remove those exceptions to title shown on Schedule B of the Title Commitment that are shown as standard printed exceptions, unless the issuer of the Title Policy does not object to the removal of such standard printed exceptions. In the context of the preceding sentence “standard printed exceptions” are those exceptions that are generally included in title commitments provided by the issuer of the Title Policy and are not specific to the Property.

5.4 Title Survey Review. Purchaser shall have **ten (10) business days** from the date it receives the last of the Title Commitment and the Title Survey (the "Title Survey Review Period") to review and deliver written Objections to Seller to any matter shown on the Title Survey that is not shown on the Title Commitment (the "Title Survey Objections"). Seller agrees to use commercially reasonable efforts, acting in good faith, and with due diligence, to cure any Title Survey Objections prior to Closing. If Seller is unable to cure any Title Survey Objections by the Closing Date, then Purchaser shall have the right to either (i) terminate this Agreement by written notice to Seller, or (ii) waive the Title Survey Objections and proceed to Closing. If Purchaser timely elects to terminate this Agreement, then in such event, the Earnest Money, less the Independent Consideration, shall be returned to Purchaser and Seller and Purchaser shall have no further obligations, one to the other, with respect to the subject matter of this Agreement.

5.5 Permitted Exceptions. The term "Permitted Exceptions" means those exceptions or conditions that affect or may affect title to the Property that are approved or deemed to be approved by Purchaser in accordance with Article V of this Agreement. The Parties acknowledge that Permitted Exceptions shall include those Covenants, Conditions and Restrictions filed in **Document No. _____** of the Official Public Records of Burnet County, Texas.

Article VI

INSPECTION, TERMINATION AND RETURN OF DUE DILIGENCE INFORMATION

6.1 Inspection Period. Purchaser shall have until 5:00 p.m., Central Time, on the day that is **ninety (90) days** after the Effective Date (the "Inspection Period") to conduct, at its expense, an examination, inspection and investigation of the Property as determined by Purchaser, in Purchaser sole discretion (the "Inspections"), including, but not limited to, (i) conduct an inspection of the physical condition of the Property, including obtaining a property condition report, engineering report, environmental site assessment, tests, audits and inspections (including soil borings, samples and tests); and (ii) conduct such other inspections of the Property as Purchaser deems necessary to determine the suitability of the Property for Purchaser's intended use (the "Property Condition"). Purchaser shall have the right to enter upon the Property at reasonable times during normal business hours and conduct such Inspections thereon relating to the Property. Seller or its representatives shall have the right to accompany Purchaser or its inspectors during any Inspection of the Property. Purchaser shall not permit any liens to attach to the Property by reason of the exercise of such Inspections or investigations. Without limiting the foregoing, Seller hereby acknowledges and agrees as follows with respect to certain Inspections to be performed by Purchaser during the Inspection Period:

(a) Permits. Purchaser, at its cost, shall be entitled to obtain, upon terms and conditions satisfactory to Purchaser all necessary permits, licenses, variances and approvals (collectively, the "Permits") pertaining to the building, occupancy, signs, utilities, curb cuts, driveways and ingress and egress to and from public thoroughfares, use, environmental controls, and any other Permits which, in the sole judgment of Purchaser, are necessary to satisfy Purchaser's intended use of the Property.

(b) Utilities. Seller shall extend sanitary sewer, water and electric utilities to that portion of the right-of-way for Richard Sanders Parkway adjacent to the Property, as shown on Exhibit "A", by December 6, 2019. Purchaser shall be entitled to confirm that sanitary sewer, water and electric utilities are available for Purchaser's tap-in and/or connection

within the boundaries of the Property. Purchaser shall be solely responsible for the extension of any utilities within the boundaries of the Property and for any utility service or connection fees, including but not limited to tap fees and impact fees.

(c) Easements. Purchaser shall be entitled to obtain all parking, ingress/egress, flow, and other easements or licenses deemed necessary by Purchaser upon terms and conditions acceptable to Purchaser. Seller agrees to reasonably cooperate with Purchaser in obtaining any such easements or licenses.

(d) Access. Seller and Purchaser acknowledge and agree that (i) Seller has dedicated a public right-of-way connecting the Property to the Curb Cut onto State Highway No. 29, such publicly dedicated right-of-way being depicted as Richard Sanders Parkway on Exhibit "A", and (ii) Seller, at Seller's sole cost and expense, shall construct a public roadway depicted as Richard Sanders Parkway on Exhibit "A" in order to connect the Property to State Highway No. 29 (the "Public Roadway") and to cause the same to be accepted by the City of Burnet by December 6, 2019. Seller and Purchaser shall work together in good faith to phase the construction of the Public Roadway with the construction of the project contemplated by Purchaser on the Property so that site development permits and building permits for the Property are not delayed as a result of the Public Roadway. Further, if access to the Property is restricted due to construction of the Public Roadway, Seller and Purchaser shall work together in good faith to provide alternative access to the Property. If Seller does not complete the Public Roadway by December 6, 2019, Purchaser shall have the right to complete the Public Roadway and may seek reimbursement from the Seller.

(e) Detention and Water Quality Pond. Purchaser acknowledges that Purchaser shall be required to construct a detention and water quality pond (the "Detention and Water Quality Pond") as part of the project contemplated by Purchaser. The Detention and Water Quality Pond shall be designed by Purchaser's consulting engineer to comply with Code requirements, including the requirement that the Detention and Water Quality Pond shall detain the additional storm-water runoff caused by the development of the Property. In addition, the Detention and Water Quality Pond shall be oversized, at the Purchaser's sole cost and expense, to such size and specifications as is sufficient to capture the additional storm-water runoff caused by the construction of those portions of Richard Sanders Parkway that drain towards the Property as shown on Exhibit "B". Improvements, maintenance, upkeep, repair, and/or replacement of the Detention and Water Quality Pond shall be the responsibility of the Purchaser and/or his assignees. The Deed, as shown on Exhibit "C", shall contain the following provision, "Grantee shall, at the time of constructing any improvements on the Property, provide for the detention and water quality treatment of the additional storm-water runoff from those portions of the right-of-way that drain onto the Property".

(f) Zoning. Seller and Purchaser acknowledge that the Property is zoned as a Planned Unit Development (the "PUD") as adopted by Ordinance No. 2019-09 of the City of Burnet.

(g) Soil Tests. Purchaser shall be entitled to obtain borings, percolation tests, toxic or hazardous substance tests and other tests (collectively the "Soil Tests") showing that the Property is satisfactory, in Purchaser's sole judgment, for building foundations and the construction, operation and financing of the improvements which Purchaser may wish to make. Seller hereby grants to Purchaser, its agents or contractors, the right to enter upon the Property to make said Soil Tests and surveys; provided, however, that said tests and survey shall be conducted so as not to damage Seller's property and Purchaser agrees to indemnify, defend and hold Seller harmless from and against any claims, demands, damages or expenses arising out of Purchaser's or Purchaser's agents' entry onto the Property to perform said survey and Soils Tests, except as may be caused by Seller's negligent or intentional acts.

(h) Environmental Audit and Testing. Purchaser shall be entitled to obtain a satisfactory environmental audit of the Property and any other environmental testing which Purchaser deems reasonably necessary to evaluate potential environmental risks. If such audit or tests reveal the existence of any toxic or hazardous waste, material or substance on or under the Property, Purchaser may terminate this Agreement. Nothing herein shall limit or otherwise modify Seller's obligations under Section 7.1(j) of this Agreement and/or Purchaser's rights thereunder.

6.2 Purchaser Assumes All Risks; Indemnification. PURCHASER ASSUMES ALL RISKS ASSOCIATED WITH PURCHASER'S INVESTIGATIONS, INCLUDING, WITHOUT LIMITATION, ALL PROPERTY DAMAGE (INCLUDING, WITHOUT LIMITATION, DAMAGE TO THE PROPERTY) AND ALL INJURIES AND LOSS TO PURCHASER, ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, INVITEES, CONSULTANTS AND OTHER REPRESENTATIVES (COLLECTIVELY, "PURCHASER'S CONSULTANTS"). PURCHASER AGREES TO DEFEND, INDEMNIFY AND HOLD THE SELLER, ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, REASONABLE ATTORNEY FEES, COSTS, EXPENSES AND ANY CAUSE OF ACTION THAT DIRECTLY RELATES TO OR IS A RESULT OF ANY ACT OR

OMISSION OR BREACH OR NON-PERFORMANCE BY PURCHASER UNDER THIS AGREEMENT EXCEPT THAT THE INDEMNITY PROVIDED HEREIN SHALL NOT APPLY TO ANY LIABILITY (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COURT COSTS) ARISING FROM, OUT OF OR IN CONNECTION WITH, OR OTHERWISE RELATING TO, THE ENTRY ONTO THE PROPERTY BY, OR THE PERFORMANCE OF PURCHASER'S INVESTIGATIONS BY, PURCHASER OR ANY OF PURCHASER'S CONSULTANTS RESULTING SOLELY FROM THE ACTION OR OMISSIONS OF THE SELLER. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THE FOREGOING INDEMNIFICATION SHALL NOT EXTEND TO CLAIMS OR DAMAGES SUFFERED BY SELLER BY REASON OF THE PURCHASER'S DISCOVERY OF ANY VIOLATIONS OF ANY LAWS, INCLUDING ENVIRONMENTAL LAWS.

6.3 Termination Notice. If Purchaser, in its sole and absolute discretion, is not satisfied with the Property Condition or otherwise determines that the Property is not suitable for Purchaser's intended needs, Purchaser may terminate this Agreement by delivering to Seller, prior to the expiration of the Inspection Period written notice stating that Purchaser desires to terminate this Agreement (the "Termination Notice"), whereupon (i) the Title Company is hereby instructed to refund the Earnest Money, less the Independent Consideration, to Purchaser, and (ii) neither Party shall have any further obligation or liability hereunder. Seller acknowledges and agrees that no examination by Purchaser or Purchaser's Consultants shall constitute a waiver or relinquishment of Purchaser's right to rely on the covenants, representations, warranties or agreements expressly made by Seller in this Agreement.

6.4 Purchaser's Termination Obligations. If Purchaser timely delivers to Seller a Termination Notice, or if this Agreement otherwise terminates or if Purchaser fails to close the purchase of the Property, then Purchaser will repair any damage to the Property caused by Purchaser's investigation and inspection of the Property and return to Seller all Due Diligence Items delivered by Seller to Purchaser in accordance with Section 4.1 of this Agreement.

Article VI

REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER

7.1 Representations and Warranties. In order to induce Purchaser to enter into this Agreement, Seller makes the following warranties and representations that shall be true and correct as of the Effective Date and on the Closing Date:

(a) Title. Seller has good and indefeasible fee simple title to the Property, and at the Closing, Seller will have and will convey to Purchaser by special warranty deed, good and indefeasible fee simple title to the Property, free and clear of all liens, defects, encumbrances, conditions, exceptions, restrictions, or other matters affecting title except the Permitted Exceptions.

(b) Litigation. There is no litigation or proceeding pending or, to Seller's knowledge, threatened against or relating to any of the Property, and there are no pending, or, to Seller's knowledge, threatened or contemplated condemnation actions or special assessments with respect to the Property. Seller has received no request (written or otherwise) from any governmental entity with regard to the dedication of any of the Property. Seller has no knowledge of any pending or contemplated change in any regulation or private restriction applicable to the Property.

(c) Due Authorization; Conflict. Seller is a type B corporation under the Texas Development Corporation Act, duly organized, validly existing under the laws of the State of Texas. Seller has full power to execute, deliver and carry out the terms and provisions of this Agreement and each of the other agreements, instruments and documents herein required to be made or delivered by Seller pursuant hereto, and has taken, or will take prior to Closing, all necessary action to authorize the execution, delivery and performance of this Agreement and such other agreements, instruments and documents. The individuals executing this Agreement and all other agreements, instruments and documents herein required to be made or delivered by Seller pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto. The execution and delivery of, and consummation of the transactions contemplated by, this Agreement are not prohibited by, and will not conflict with, constitute grounds for termination of, or result in the breach of, any of the agreements or instruments to which Seller is now party or by which it is bound, or any order, rule or regulation of any court or other governmental agency or official.

(d) Enforceability. This Agreement has been, and each and all of the other agreements, instruments and documents herein required to be made by Seller pursuant hereto have been, or on the Closing Date will have been, executed by or on behalf of Seller, and when so executed, are and shall be legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally and, as to enforceability, the general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law.

(e) United States Person. Seller is a "United States Person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and shall execute and deliver an "Entity Transferor" certification at Closing.

(f) No Outstanding Options. No person, corporation, or other entity has or on the Closing Date shall have any right or option granted by Seller (or any other right or option of which Seller is aware to its current, actual knowledge, without inquiry) to acquire all or any portion of the Property.

(g) Debts and Liabilities. Except for debts, liabilities, and obligations for which provision is made herein for proration or other adjustment at Closing, as of Closing, all debts, liabilities and obligations arising from the ownership and operation of the Property will have been paid.

(h) Condemnation. There is no pending or to the best of Seller's knowledge, contemplated condemnation or other governmental taking proceedings affecting all or any part of the Property.

(i) No Violations. To the best of Seller's knowledge, Seller and the Property are in compliance with all applicable laws, ordinances, regulations, statutes, rules, and restrictions relating to the Property.

(j) Environmental.

(i) To the best of Seller's knowledge, there are no Hazardous Materials stored on, incorporated into, located on, present in, discharged from, or used on the Property in violation of, and requiring remediation under, any laws, ordinances, statutes, codes, rules or regulations as of the date of this Agreement. For purposes of this Agreement, the term "Hazardous Materials" shall mean any substance which is or contains: (i) any "hazardous substance" as now defined in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.) ("CERCLA") or any regulations promulgated under CERCLA; (ii) any "hazardous waste" as now defined the Recourse Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.) ("RCRA") or regulations promulgated under RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (iv) gasoline, diesel fuel or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; or (vii) radon gas (collectively, the "Applicable Environmental Laws"). Seller has no knowledge of any violation, condition or any action which with the passing of time or giving notice would be deemed to be a violation of any environmental laws or that any portion of the Property violates any environmental laws.

(ii) To the best of Seller's knowledge, there are no underground storage tanks and/or related infrastructure (collectively, the "USTs") on the Property. In the event USTs are discovered prior to Closing, Seller, in its' sole discretion, may elect to either: (i) remove the USTs in compliance with all Applicable Environmental Laws; or (ii) terminate this Agreement and return the Earnest Money in full to the Purchaser, and neither Party shall have any further obligation to the other. In the event Seller elects to terminate this Agreement, as provided for in this Section, Purchaser may override Seller's election and the Parties may proceed to Closing without removal of the USTs by Seller, provided Purchaser within ten (10) business days of receipt of Seller's notice, provides written notice to Seller of Purchaser's election to accept the Property without removal of the USTs by Seller.

(k) Service Agreements. Seller is not party to any service contracts, management contracts or other comparable agreements that will be binding upon the Purchaser after the Closing.

(l) Bankruptcy Matters. Seller has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors, suffered the appointment of a

receiver to take possession of substantially all of its assets, suffered the attachment or other judicial seizure of substantially all of its assets, admitted its inability to pay its debts as they come due, or made an offer of settlement, extension or composition to its creditors generally.

(m) OFAC Compliance. Neither Seller nor, to Seller's knowledge, any of its affiliates or their respective partners, members, shareholders or other equity owners is or will be a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute (including the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56, commonly referred to as the "USA Patriot Act"), executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

7.2 Covenants of Seller. In order to induce Purchaser to enter into this Agreement, Seller covenants and agrees as follows:

(a) Title. From and after the Effective Date, Seller shall not make any change to the condition of title to the Property that would change the condition of title approved or deemed approved by Purchaser without Purchaser's advance written consent, which consent may be withheld in Purchaser's reasonable discretion. From and after the Effective Date, Seller shall not sell, or assign or create any right, title or interest in, any or all of the Property, or create any lien, encumbrance or charge thereon, without the prior written consent of Purchaser, which consent may be withheld in Purchaser's reasonable discretion.

(b) Maintenance and Operation of Property. Seller shall maintain the Property in substantially its current condition (normal wear and tear and damage by casualty excepted); shall maintain existing insurance coverage in full force and effect; and shall operate and maintain the Property in the ordinary course of Seller's business. From and after the Effective Date, Seller shall not enter into any new contract or agreement with respect to the ownership and operation of the Property that would be binding on Purchaser or the Property after Closing, without Purchaser's prior written approval (which approval may be withheld in Purchaser's sole discretion).

(c) Access. During the term of this Agreement, Seller shall give Purchaser and Purchaser's agents and representative's full access, during normal business hours prior to the Closing, to the Property and the books and records to the extent in the possession or control of Seller relating to the operation and ownership of the Property.

(d) Violations. Seller agrees to promptly advise Purchaser in writing, (i) of any notices concerning the Property that Seller receives from any appraisal districts, taxing authorities or any governmental agency having jurisdiction over the Property, and of litigation, arbitration or administrative hearing concerning the Property, and (ii) any material changes prior to Closing in any of the facts reflected in any statements, certificates, schedules or other documents made or furnished by Seller in connection with this transaction.

(e) Leasing Activities. From and after the Effective Date, Seller shall not execute or enter into any lease of the Property without Purchaser's prior written consent, which consent may be withheld in Purchaser's sole and absolute discretion.

(f) Property Condition. Seller, at its sole cost, shall deliver the Property to Purchaser at Closing, free and clear of all improvements and other obstructions.

7.3 Property Sold "AS IS". EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND THE DEED, PURCHASER ACCEPTS THE PROPERTY "AS IS" AND "WHERE IS", WITH ALL FAULTS, AND PURCHASER AGREES THAT NEITHER SELLER NOR ANY OF SELLER'S EMPLOYEES, OFFICERS, MEMBERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND/OR AGENTS (COLLECTIVELY THE "SELLER RELATED PARTIES") HAVE MADE OR GIVEN ANY WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND WHATSOEVER, REGARDING ANY MATTER RELATING TO THIS CONTRACT OR THE PROPERTY WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. PURCHASER SPECIFICALLY AGREES AND ACKNOWLEDGES THAT EXCEPT AS SET FORTH IN THIS CONTRACT, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE AND THAT THERE ARE NO EXPRESS OR

IMPLIED WARRANTIES OR REPRESENTATIONS REGARDING THE PRESENT OR FUTURE VALUE, PROFITABILITY, PERFORMANCE OR PRODUCTIVITY OF THE PROPERTY, THE CONDITION OF THE PROPERTY FOR PURCHASER'S INTENDED USE OR ANY OTHER USE, OR REGARDING THE PAST OR PRESENT COMPLIANCE BY SELLER WITH LAWS RELATED TO PROPERTY USE, ENVIRONMENTAL MATTERS, POLLUTION, OR ANY LAWS PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, TRANSPORTING, OR DISPOSING, OR THE PRESENCE OR ABSENCE ON THE PROPERTY OF HAZARDOUS OR TOXIC WASTE OR SUBSTANCES AS SUCH TERMS ARE DEFINED IN FEDERAL, STATE AND LOCAL LAWS.

WITHOUT LIMITING THE FORGOING, PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT IT WAIVES, RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE HAD, OR MAY HAVE AGAINST SELLER WITH RESPECT TO THE CONDITION FOR THE PROPERTY, EITHER PATENT OR LATENT, OR THE ABILITY TO USE THE PROPERTY FOR ANY PARTICULAR PURPOSE.

PURCHASER AGREES AND REPRESENTS TO SELLER THAT PURCHASER WILL CONDUCT THE PROPERTY INSPECTION IN SUCH MANNER AS PURCHASER, IN ITS SOLE DISCRETION, DEEMS NECESSARY FOR IT TO ADEQUATELY EVALUATE THE PROPERTY AND THE PURCHASE OF THE PROPERTY HEREUNDER, AND THAT THE FEASIBILITY PERIOD IS ADEQUATE FOR PURCHASER TO CONDUCT SUCH PROPERTY INSPECTION. SELLER AND PURCHASER ACKNOWLEDGE THAT IN THE NEGOTIATION FOR THIS AGREEMENT, THEY WERE EACH REPRESENTED BY COUNSEL AND THEY HAVE RELATIVELY EQUAL BARGAINING POWER, AND THE LIMITATIONS ON REPRESENTATIONS OR WARRANTIES AND THE WAIVER AND RELEASE PROVIDED BY PURCHASER HEREIN ARE AN IMPORTANT BASIS TO THE CONSIDERATION AGREED UPON HEREIN.

The language setout below shall be included in the Deed:

EXCEPT FOR THE WARRANTY OF TITLE HEREIN, THE PROPERTY IS CONVEYED TO GRANTEE "AS IS" AND "WITH ALL FAULTS" AND WITHOUT ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, ALL OF WHICH ARE HEREBY DISCLAIMED BY GRANTOR.

THIS SECTION 7.3 SHALL SURVIVE CLOSING.

Article VIII **REPRESENTATIONS AND WARRANTIES OF PURCHASER**

8.1 Representations and Warranties. To induce Seller to enter into this Agreement, Purchaser represents and warrants to Seller as follows:

(a) Due Authorization. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the Texas. Purchaser has full power to execute, deliver and carry out the terms and provisions of this Agreement and each of the other agreements, instruments and documents herein required to be made or delivered by Purchaser pursuant hereto, and has taken all necessary action to authorize the execution, delivery and performance of this Agreement and such other agreements, instruments and documents. The individuals executing this Agreement and all other agreements, instruments and documents herein required to be made or delivered by Purchaser pursuant hereto on behalf of Purchaser are and shall be duly authorized to sign the same on Purchaser's behalf and to bind Purchaser thereto.

(b) Enforceability. This Agreement has been, and each and all of the other agreements, instruments and documents herein required to be made by Purchaser pursuant hereto have been, or on the Closing Date will have been, executed by Purchaser or on behalf of Purchaser, and when so executed, are and shall be legal, valid, and binding obligations of Purchaser enforceable against Purchaser in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting the rights of creditors generally and, as to enforceability, the general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(c) No Conflict. The execution and delivery of, and consummation of the transactions contemplated by this Agreement is not prohibited by, and will not conflict with, constitute grounds for termination of, or result in the breach of any of the agreements or instruments to which Purchaser is now party or by which it is bound, or any order, rule or regulation of any court or other governmental agency or official.

(d) OFAC Compliance. Neither Purchaser nor, to Purchaser's knowledge, any of its affiliates or their respective partners, members, shareholders or other equity owners is or will be a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute (including the USA Patriot Act), executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

Article IX

CONDITIONS PRECEDENT TO CLOSING

9.1 Conditions Precedent to Purchaser's Performance. The obligation of Purchaser to close the transaction described in this Agreement, shall be subject to the following conditions precedent:

(a) *The representations and warranties of Seller set forth in Section 7.1 of this Agreement shall be true and correct in all material respects as of the Effective Date and on the Closing Date.*

(b) *There shall be no change in the matters reflected on the Title Commitment or Title Survey from those matters appearing therein on the date thereof (except those changes requested by Purchaser in its notice of title defects), and no encumbrance or title defect shall affect the Property except the Permitted Exceptions.*

(c) *Seller shall have performed or complied with all covenants, acts and agreements to be performed or complied with by Seller on or prior to the Closing Date in all material respects.*

(d) *There shall be no litigation affecting the Property.*

(e) *The environmental condition of the Property shall be substantially similar to that existing as of the date of expiration of the Inspection Period.*

In the event that any of the foregoing conditions are not satisfied or waived in writing by Purchaser prior to the Closing, Purchaser may terminate this Agreement by delivery of a written termination notice to Seller on or before the Closing Date, in which event the Earnest Money shall be immediately returned to Purchaser free of claims by Seller.

Article X

DAMAGE OR DESTRUCTION; CONDEMNATION

10.1 Damage or Destruction. Prior to Closing, risk of loss with regard to the Property shall be borne by Seller.

10.2 Condemnation. If, prior to the Closing, condemnation proceedings are threatened or commenced with respect to any portion of the Property, Purchaser may terminate this Agreement by delivering a written termination notice to Seller on or prior to the Closing Date. Prior to Purchaser's termination of this Agreement, or if Purchaser does not terminate this

Agreement, both the Seller and the Purchaser, by and through their respective attorneys, shall have the right to appear in such condemnation proceedings and defend their interests in the Property. Any award in condemnation made prior to the Closing shall become the property of the Seller, and the Purchase Price shall be reduced by the amount of the gross condemnation award made to Seller. An award in condemnation after the Closing shall be the property of Purchaser, and the Purchase Price shall not be reduced thereby. In the event of termination pursuant to this Section, the Earnest Money shall be refunded immediately to the Purchaser, and neither Party shall have any further right or obligation under this Agreement.

Article XI **CLOSING**

11.1 **Time and Place.** The sale and purchase of the Property shall be consummated at a closing (the "**Closing**") to be held at the offices of the Title Company. The Closing shall occur on or before **thirty (30) days** after the expiration of the Inspection Period or as otherwise agreed by Purchaser and Seller in writing (the "**Closing Date**").

11.2 **Items to be Delivered by Seller at the Closing.** At the Closing, Seller shall deliver or cause to be delivered to Purchaser, at Seller's expense, each of the following items:

(a) *A special warranty deed ("**Deed**") in form attached hereto as **Exhibit "C"** and incorporated herein by reference, duly executed and acknowledged, granting, conveying, and warranting to Purchaser good and indefeasible fee simple absolute title to the Property, free and clear of any liens, encumbrances, easements, restrictions or other matters affecting title to the Property except the Permitted Exceptions.*

(b) *An Owner's Policy of Title Insurance (the "**Title Policy**") in a face amount equal to the Purchase Price issued by the Title Company as agent on behalf of an underwriter acceptable to Purchaser on the standard form in use in the State of Texas, insuring good and indefeasible fee simple title to the Property in the Purchaser and containing no exceptions except the Permitted Exceptions therein, except:*

(i) *the exception relating to restrictions affecting the Property shall be deleted, except for such restrictions as may be included in the Permitted Exceptions;*

(ii) *the exception relating to discrepancies, conflicts or shortages in area or boundary lines or any encroachment or overlapping of improvements which a survey may show may be amended to read "shortages in area" only; and*

(iii) *the blank in the printed exception for standby fees and taxes shall show the year of Closing.*

(c) *Such evidence that may be reasonably required by Purchaser or the Title Company to evidence the status and capacity of Seller and the authority of the persons who are executing the various documents on behalf of the Seller.*

(d) *An affidavit in compliance with Section 1445 of the Internal Revenue Code and applicable regulations stating, under penalty of perjury, Seller's United States taxpayer identification number and that Seller is not a "foreign person" as that term is defined in said Section 1445.*

(e) *A "bills paid affidavit" in accordance with Section 53.085 of the Texas Property Code.*

(f) *A written statement by Seller that all of the representations made by Seller in Section 7.1 remain true, correct and complete in all material respects.*

(g) *An executed settlement statement ("**Settlement Statement**").*

11.3 **Items to be Delivered by Purchaser at the Closing.** At the Closing, Purchaser shall deliver to Seller the balance of the Purchase Price, as adjusted by any prorations or

adjustments described in Section 11.7 hereof. In addition, Purchaser shall execute the Bill of Sale and the Settlement Statement.

11.4 Seller's Closing Costs. At Closing, Seller shall pay any costs related to the issuance of the Title Commitment and the premium for the Title Policy necessary to issue the Title Policy, the cost of the Title Survey, Seller's legal fees, and one-half of any escrow fees charged by the Title Company.

11.5 Purchaser's Closing Costs. Purchaser shall pay the cost of Purchaser's due diligence inspection, Purchaser's legal fees, all fees, costs and expenses of Purchaser's lender, if any, including the cost of any mortgagee's policy of title insurance, including any additional endorsements, and one-half of any escrow fees charged by the Title Company.

11.6 Possession. Upon completion of Closing, Seller shall deliver to Purchaser possession of the Property, subject to the rights of the Seller under the Permitted Exceptions.

11.7 Prorations. The day of Closing shall belong to Purchaser and all prorations hereinafter provided to be made as of the Closing shall each be made as of the end of the day before the Closing Date. In each such proration set forth below, the portion thereof applicable to periods beginning as of Closing shall be credited or charged to Purchaser and the portion thereof applicable to periods ending as of Closing shall be credited or charged to Seller.

(a) Assessments. Seller shall pay in full all assessments, general or special, and same shall not be prorated.

(b) Taxes. All ad valorem real estate and personal property taxes with respect to the Property shall be prorated as of the Closing Date, based on the most currently available final tax bill and on a cash basis for the calendar year in which the Closing occurs, regardless of the year for which such taxes are assessed and based on the assumption that all such taxes are paid in arrears.

(c) Other. Such other items as are customarily prorated in transactions of this nature shall be prorated as is normally paid by a seller or purchaser, respectively, in a transaction of this character in the county where the Property is located and based on the assumption that all such items are paid in arrears.

(d) Adjustments. In the event any prorations made pursuant hereto shall prove incorrect for any reason whatsoever, or in the event the prorations set forth above are estimated on the most currently available (rather than based on the actual final) bills, either Party shall be entitled to an adjustment to correct the same provided that it makes written demand on the other within six (6) months after the Closing Date.

The agreements as to prorations and adjustments in this Section 11.7 shall survive the Closing.

11.8 Right to Possession. At Closing and as a condition thereto, Purchaser shall be given full and unrestricted right to possession of the Property, and Seller will execute such instruments and take such action as may be reasonably appropriate or required to assure to Purchaser uninterrupted and full possession of the Property.

The terms and provisions of this Article XI shall survive the Closing for a period of one (1) year from the Closing Date.

Article XII

REMEDIES UPON DEFAULT

12.1 Purchaser's Defaults and Seller's Remedies.

(a) Purchaser's Defaults. It shall be a default by Purchaser under this Agreement (a "Purchaser's Default") if (i) Purchaser shall fail to perform or comply with any of its other covenants, acts and agreements contained in this Agreement in any material respect when required to be performed hereunder and such failure shall continue for **ten (10) days** after Seller gives Purchaser written notice of such failure (but in no event shall such cure period extend beyond the Closing), except that if such failure relates to any covenant or agreement to be performed at the Closing, there shall be no notice required or grace or cure period allowed; or (ii) any representation or warranty of Purchaser contained in this Agreement shall prove to have been materially false or incorrect when made.

(b) Seller's Remedies for Purchaser's Default. If a Purchaser's Default occurs and provided no Seller's Default has occurred that has not been cured, then Seller shall have the right to terminate this Agreement immediately by giving written notice to Purchaser, in which event Seller shall be entitled to the immediate receipt of the Earnest Money together with all interest accrued thereon as liquidated damages. The remedy set forth in the preceding provisions of this Section 12.1(b) shall be Seller's sole and exclusive remedy, at law or in equity, for a Purchaser's Default. In the event Seller terminates this Agreement, then Agreement shall be of no further force and effect and neither Purchaser nor Seller shall have any further rights, obligations or liabilities hereunder. Seller and Purchaser acknowledge that it would be extremely difficult if not impossible to ascertain Seller's actual damages in the event of Purchaser's Default, and that the Earnest Money and such accrued interest is a reasonable forecast of just compensation to Seller resulting from Purchaser's Default.

12.2 Seller's Default and Purchaser's Remedies.

(a) Seller's Defaults. It shall be a default by Seller under this Agreement (a "Seller's Default") if (i) Seller shall fail to perform or comply with any of its covenants, acts and agreements under this Agreement in any material respect when required to be performed hereunder and such failure shall continue for **ten (10) days** after Purchaser gives Seller notice of such failure (but in no event shall such cure period extend beyond the Closing), except that if such failure relates to any covenant or agreement to be performed at the Closing, there shall be no notice required or grace or cure period allowed; or (ii) any representation or warranty of Seller contained in this Agreement shall prove to have been materially false or incorrect when made.

(b) Purchaser's Remedies for Seller's Default. To the extent that, before the expiration of the Inspection Period, Purchaser obtains actual knowledge that Seller's representations and warranties are inaccurate, untrue or incorrect in any way, such representations and warranties shall be deemed modified to reflect such actual or deemed knowledge as of the end of the Inspection Period. If after the execution of this Agreement and prior to the Closing, Purchaser obtains actual knowledge that any of the representations or warranties made herein by Seller are untrue, inaccurate or incorrect in any material respect, Purchaser shall give Seller written notice thereof within **ten (10) days** of obtaining such actual knowledge (but, in any event, prior to the Closing). In such event, Seller shall have the right (but not the obligation) to attempt to cure such misrepresentation or breach and shall, at its option, be entitled to a reasonable adjournment of the Closing (not to exceed **ten (10) days**) for the purpose of such cure. If Seller elects to attempt to so cure but is unable to so cure any misrepresentation or breach of warranty, then Purchaser, as its sole remedy for any and all such materially untrue, inaccurate or incorrect representations or warranties, shall elect either (a) to waive such misrepresentations or breaches of representations and warranties and consummate the transaction contemplated hereby without any reduction of or credit against the Purchase Price, or (b) to terminate this Agreement in its entirety by written notice given to Seller on the Closing Date, in which event this Agreement shall be terminated, the Earnest Money shall be returned to Purchaser, and, thereafter, neither Party shall have any further rights or obligations hereunder except as provided in any Section hereof that by its terms expressly provides that it survives any termination of this Agreement.

If a Seller's Default occurs, after the expiration of the Inspection Period, then Purchaser shall have the right to either (i) terminate this Agreement immediately by giving written notice to Seller, in which event Purchaser shall be entitled to the immediate return of the Earnest Money, less the Independent Consideration, together with all interest accrued thereon, and this Agreement shall be of no further force and effect, or (ii) seek specific performance of Seller's obligations under this Agreement. If Purchaser elects to seek such specific performance, Purchaser shall give Seller written notice of such election within **ten (10) days** after the occurrence of such Seller's Default, and thereafter shall be entitled to commence an action seeking such specific performance. In the event Purchaser terminates this Agreement in accordance with the terms of this Agreement, then this Agreement shall be of no further force

and effect and the Parties shall have no further rights, obligations, or liabilities hereunder. If Seller fails to deliver on the Closing Date the documents required to be delivered by Seller pursuant to Section 11.2 of this Agreement, or as a result of a Seller's Default, Purchaser commences an action seeking specific performance, but Purchaser is prohibited from obtaining specific performance due to an intentional act by Seller that renders specific performance impossible, then in such event, Purchaser may pursue a claim for monetary damages to recover Purchaser's costs and expenses in connection with this transaction.

(c) Post Closing Remedies for Breach of Representations. The representations and warranties of Seller to Purchaser contained in Section 7.1 hereof ("Seller's Representations") shall survive the Closing Date for a period of two (2) years after the Closing Date (the "Survival Period"). Notwithstanding anything to the contrary contained herein, if Purchaser obtains actual knowledge that any Seller Representation made by Seller is not true or correct as of the Effective Date or the Closing Date, or if Purchaser obtains actual knowledge that Seller has breached or failed to perform any covenant and agreement herein contained, and Purchaser shall nevertheless acquire the Property notwithstanding such fact, Purchaser shall not be entitled to commence any action after Closing to recover damages from Seller due to such Seller Representation(s) failing to be true or correct (and Purchaser shall not be entitled to rely on such Seller Representation), or such covenant(s) and agreement(s) having failed to be performed by Seller. The terms and conditions of this Section shall survive Closing.

(d) Instructions to Title Company. If either Seller or Purchaser becomes entitled to the Earnest Money upon termination of this Agreement in accordance with its terms, Purchaser and Seller agree to deliver a letter of instruction to the Title Company directing disbursement of the Earnest Money to the Party entitled thereto.

Article XIII

MISCELLANEOUS

13.1 Notices. All notices, demands, requests, consents, waivers, approvals and other communications shall be in writing and shall be deemed given (i) upon the hand delivery thereof during business hours provided a receipt is obtained, or (ii) upon the earlier of delivery or tender for delivery if sent by certified mail, return receipt requested, postage charges prepaid, or (iii) on the next business day following delivery to a recognized overnight delivery service such as Federal Express or Express Mail, freight charges prepaid, or (iv) on the day sent if sent by telecommunications ("Fax") on a business day before 5:00 p.m. (Central Time), and provided an original is received by the addressee by a nationally recognized overnight courier within one (1) business day of the Fax, or (v) on the day sent if sent by e-mail on a business day before 5:00 p.m. (Central Time) and provided an original is received by the addressee by a nationally recognized overnight courier within one (1) business day of the e-mail, in each case addressed or delivered to the respective Parties at their respective addresses set forth below (or at such other addresses designated by either Party at any time by notice to the other Parties in the manner set forth herein) (except that Title & Title Survey Objection and response letters pursuant to Section 5 shall be allowed to be delivered via e-mail to the e-mail address(es) listed herein, and shall be considered delivered the same day if sent prior to 5:00pm CST, or if sent after 5:00pm CST shall be considered to be the following business day):

Seller: Burnet Economic Development Corp.
Attn: Cary Johnson
1001 Buchanan Drive, Suite #4
Burnet, Texas 78611
Phone: (512) 715-3200
E-Mail: bedc@cityofburnet.com

With Copy To: Denton, Navarro, Rocha, Bernal & Zech

Attn: Habib Erkan
2517 North Main Avenue
San Antonio, Texas 78212
Telephone: (210) 227-3243
Fax: (210) 225-4481
E-Mail: habib.erk@rampage-sa.com

Purchaser: R & L Partnership, LLC
Att: Lorenzo Romero, Partner
P.O. Box 485
Burnet, Texas 78611
Telephone: (512) 755-5687
E-Mail: Lorenzo@stealthproducts.com

With Copy To: Attorney's Abstract Company
Attn: Alvin Nored
205 South Pierce Street
Burnet, Texas 78611
Telephone: (512) 756-6141
E-Mail: mef@burnetcountytitle.com

Either Party hereto may change its address for notice by giving the other Party **ten (10) days** advance written notice of such change of address. The Parties acknowledge and agree that the respective attorneys of the Parties shall be authorized to receive and send notices on behalf of their clients.

13.2 Brokers or Commissions. Each Party represents and warrants to the other that no brokers or finders have been engaged by it in connection with the transaction contemplated by this Agreement, or, to its knowledge, is in any way connected with any such transaction. In the event of any claim for broker's or finder's fees or commissions in connection with the negotiation, execution, or consummation of this Agreement, then each Party shall indemnify, hold harmless and defend the other Party from and against any such claim based upon any statement, representation or agreement made by or allegedly made by the indemnifying Party. This indemnity expressly shall survive the Closing or termination of this Agreement.

13.3 Agreement to Survive. All representations, warranties, disclaimers of representations or warranties, covenants and agreements contained herein, whether to be performed before or after the Closing Date, shall survive the Closing and shall not be deemed to be merged into or waived by the instruments of the Closing, limited, however, to the time periods where expressly stated herein.

13.4 Assignment. Purchaser may not assign any of its rights, title, liability, interest or obligations pursuant to this Agreement without Seller's consent.

13.5 Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

13.6 Amendment. This Agreement may not be amended except by an agreement in writing signed by Seller and Purchaser.

13.7 Attorneys' Fees. If either Party files a lawsuit in connection with this Agreement, the Party that prevails in such action shall be entitled to recover from the non-prevailing Party, in addition to all other remedies or damages as limited herein, reasonable attorneys' fees and costs of court incurred in such lawsuit. The provisions of this Section 13.7 shall survive the termination of this Agreement.

13.8 Limitations on Liability. In no event shall any officer, director, shareholder, partner, member, employee, agent or affiliate of Seller or Purchaser have any personal liability hereunder, nor shall any of them be named personally in any suit, action or proceeding concerning any matter hereunder, nor shall any of their assets be attached, lien or levied upon or in any other way held liable for any of the obligations of Seller or Purchaser, respectively. Notwithstanding anything to the contrary contained in this Agreement, in no event shall either Party be entitled to recover from the other Party in connection with any claim arising out of or relating to this Agreement or any representation made herein, any lost profits or any direct, compensatory, punitive, indirect, consequential or other damages.

13.9 Confidentiality and Non-Disclosure: To the extent permitted under the Texas Public Information Act, neither Party shall publicly disclose or publicize the provisions hereof or the terms and circumstances of the transaction contemplated hereby to any person whomsoever except as required by law or as necessary to consummate the transaction contemplated hereby, without the express written consent of the other Party.

13.10 Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the Parties, either written or oral, in connection therewith.

13.14 Multiple Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

13.15 Effective Date; Dates. The effective date of this Agreement (the "Effective Date") shall be the date on which a fully executed copy of this Agreement has been delivered and receipted by the Title Company. Any act performable on an official United States holiday or a Saturday or Sunday shall be performable on the next business day following such date.

13.16 Construction. The Parties acknowledge that they have had the opportunity to be represented by counsel in connection with this transaction and that this Agreement shall be interpreted according to its fair construction and shall not be construed against either Party.

13.17 Invalidity. If any provision in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

13.18 Time is of the Essence; Waiver. Time is of the essence with respect to every provision of this Agreement. No waiver by either Party of any of its rights or remedies hereunder or otherwise shall be considered a waiver of any other subsequent right or remedy.

Article XIV

STATUTORY DISCLOSURES

14.1 Disclosures. The following statutory disclosures are hereby made to the Purchaser:

(a) *If the Property is subject to (or at the time of the recording of the Deed will be made subject to) deed restrictions which may be enforced by a municipality, the Purchaser and the Seller will sign and acknowledge at the Closing the notice documents in conformity with Local Government Code Article 212.151 through 212.155;*

(b) *If and to the extent the Property is seaward of the Gulf Intercoastal Waterway, notice is given pursuant to Section 61.025 of the Texas Natural Resources Code, and, if required by applicable law, Seller and Purchaser will sign the appropriate form of notice at Closing; and*

(c) *If the Property is located outside the limits of a municipality, Purchaser acknowledges that it has been informed that the Property may now or later be included in the extraterritorial jurisdiction of the municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.*

(d) *If for the current ad valorem tax year the taxable value of the Property is determined by a special appraisal method that allows for appraisal of the Property at less than its market value, Purchaser may not be allowed to qualify the Property for that special appraisal in a subsequent tax year and the Property may then be appraised at its full market value. In addition, the transfer of the Property or a subsequent change in the use of the Property may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the Property. The taxable value of the Property and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the Property is located.*

(e) *If the Property is situated within a utility district or flood control district subject to the provisions of Section 49.452 of the Texas Water Code, then Seller shall give Purchaser as part of the Due Diligence Items during the Inspection Period the required written notice and Purchaser agrees to acknowledge receipt of the notice in writing. The notice must set forth the current tax rate, the current bonded indebtedness, and the authorized indebtedness of the district, and must comply with all other applicable requirements of the Texas Water Code.*

(f) *If the Property is subject to mandatory membership in a property owners' association, Seller shall notify Purchaser of the current annual budget of the property owners' association, and the current authorized fees, dues and/or assessments relating to the Property. In addition, Seller shall give to Purchaser as part of the Due Diligence Items during the Inspection Period the written notice required under Section 5.012 of the Texas Property Code, if applicable, and Purchaser agrees to acknowledge receipt of the notice in writing. Also, Seller shall give to Purchaser as part of the Due Diligence Items during the Inspection Period the resale certificate required under Chapter 207 of the Texas Property Code, if applicable, and Purchaser agrees to acknowledge receipt of the resale certificate in writing.*

(g) *If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, then Seller shall give to Purchaser as part of the Due Diligence Items a written notice regarding coastal area property, in compliance with Section 33.135 of the Texas Natural Resources Code, and Purchaser agrees to acknowledge receipt of the notice in writing.*

(h) *If the Property is located in an agricultural development district, then in accordance with Section 60.063 of the Texas Agricultural Code: (1) Seller shall give to Purchaser as part of the Due Diligence Items during the Inspection Period a written notice that the Property is located in such a district; (2) Purchaser agrees to acknowledge receipt of the notice in writing; and (3) at the closing, a separate copy of the notice with current information about the district will be executed by Seller and Purchaser and recorded in the deed records of the county in which the Property is located.*

(remainder of page intentionally omitted; signature page to follow)

SELLER:

Burnet Economic Development Corp., a type B corporation under the Texas Development Corporation Act

By: _____

Name: Cary Johnson

Title: President

PURCHASER:

R & L Partnership, LLC, a Texas limited liability company

By: _____

Name: Lorenzo Romero

Title: Partner

APPROVED:

CITY OF BURNET

By: _____

Name: Crista Goble Bromley

Title: Mayor

The Title Company hereby acknowledges receipt of a fully executed copy of the Agreement as of the ____ day of _____, 201__ (the “Effective Date”), and agrees to accept, hold and disburse the Earnest Money in accordance with the provisions of the Agreement. The undersigned acknowledges that it is not a party to this Agreement and that it is executing below solely for the purpose of the foregoing acknowledgment and agreement.

TITLE COMPANY:

Highland Lakes Title

By:_____

Name:_____

Title:_____

Date:_____

EXHIBITS:

- A Description of the Property
- B Detention and Water Quality
- C Special Warranty Deed

EXHIBIT “B”

EXHIBIT "C"

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

SPECIAL WARRANTY DEED

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

BURNET ECONOMIC DEVELOPMENT CORP., a type B corporation under the Texas Development Corporation Act ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid by **R & L Partnership, LLC**, a Texas limited liability company, or its assignees ("Purchaser"), whose address is P.O. Box 485, Burnet, Texas 78611, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto Grantee, that certain tract of real property situated in Burnet County, Texas, and described in Exhibit "A" attached hereto and made a part hereof for all purposes, together with all and singular the rights, privileges, hereditaments, and appurtenances pertaining to such real property, including any and all buildings, improvements and fixtures currently attached to and located thereon (the "Property").

For the same consideration, Grantor has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto Grantee, without warranty, express or implied, all interest of Grantor, if any, in (1) any and all sewer and wastewater discharge capacity allocated or reserved thereto, (2) any and all potable water capacity allocated or reserved thereto, (3) any and all other utility rights allocated or reserved thereto, (4) any and all development rights with respect thereto, (5) strips and gores, if any, between the Property and any abutting properties, whether owned or claimed by deed, limitations, or otherwise, and whether located inside or outside the Property; and (6) any land lying in or under the bed of any creek, stream, or waterway or any highway, avenue, street, road, alley, easement or right-of-way, open or proposed, in, or across, abutting or adjacent to the Property.

This conveyance is being made by Grantor and accepted by Grantee subject to those matters set forth in Exhibit "B" attached hereto and made a part hereof for all purposes ("Permitted Exceptions").

Grantee shall, at the time of constructing any improvements on the Property, provide for the detention and water quality treatment of the additional storm-water runoff from those portions of the right-of-way that drain onto the Property.

EXCEPT FOR THE WARRANTY OF TITLE HEREIN, THE PROPERTY IS CONVEYED TO GRANTEE "AS IS" AND "WITH ALL FAULTS" AND WITHOUT ANY OTHER

WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, ALL OF WHICH ARE HEREBY DISCLAIMED BY GRANTOR.

TO HAVE AND TO HOLD the Property, together with, all and singular, the rights and appurtenances thereto in anywise belonging, to Grantee and Grantee's successors and assigns forever; and subject to the Permitted Exceptions, Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend, all and singular, the Property unto the Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

EXECUTED to be effective as of the _____ day of _____, 201__.

GRANTOR:

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 201__, by _____
_____, _____ of _____, a _____
_____, _____ of _____, a _____
_____, on behalf of said _____.

Notary Public, State of Texas



City Manager

ITEM 4.4

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

Agenda Item Brief

Meeting Date:	March 26, 2019
Agenda Item:	Discuss and consider action: Burnet County Memorandum of Understanding with the City of Burnet for Blood Draw Services: D. Vaughn
Background:	
Information:	Burnet County has requested the Burnet Fire/EMS to provide blood draw services to the County Jail.
Fiscal Impact:	If approved, Burnet County will provide payment for services as provided for in the agreement.
Recommendation:	Staff requests a motion to approve the MOU with Burnet County for blood draw service.

BURNET COUNTY MEMORANDUM OF UNDERSTANDING WITH CITY OF BURNET

This agreement (Hereafter “Agreement”) is entered into the 1st day of April, 2019 between the City of Burnet and Burnet County.

I. RESPONSIBILITIES

A. The City of Burnet (Hereafter “City”) through Burnet Fire Department (Hereafter “Fire Department”) shall provide personnel requested by Burnet County (Hereafter “County”) or any Participating Agency to collect a blood specimen for criminal investigation purposes. Services provided by the Fire Department contemplated under this Agreement shall be provided at the Burnet County Jail (Hereafter “Jail”), located at 900 County Lane, Burnet, Texas 78611, or other location as agreed upon by the County and Fire Department. The City, Burnet Fire Department and County may herein be referenced individually as ‘Party’ or collectively as “Parties”.

a. Eligible Agencies (Herein “Participating Agencies”)

The following Agencies are eligible to be Participating Agencies once they have signed a secondary Memorandum of Understanding with Burnet County (attached as Exhibit “A”);

1. Bertram Police Department
2. Burnet County Sheriff’s Office
3. Burnet County Constable Precinct 1
4. Burnet County Constable Precinct 2
5. Burnet County Constable Precinct 3
6. Burnet County Constable Precinct 4
7. Burnet Police Department
8. Cottonwood Shores Police Department
9. Granite Shoals Police Department
10. Horseshoe Bay Police Department
11. Lower Colorado River Authority
12. Marble Falls Police Department
13. Texas Department of Public Safety
14. Texas Parks and Wildlife Department
15. Other law enforcement entities as agreed upon by the City and the County

B. To the extent required by the laws and regulations governing the operation of the Jail, the County retains professional and administrative responsibility for the services rendered by County personnel provided hereunder. County and Participating Agencies shall fully comply with all applicable provisions of law relating to licensing and regulations or their respective entities.

C. All personnel supplied by Fire Department shall be appropriately licensed through the appropriate state board and will have current certification of CPR, updated TB screening, drug screening, criminal history check and current certification applicable to their specialty. All Fire Department personnel shall be screened in accordance with the policies and procedures consistent with applicable standards appropriate to their position. All documentation supporting the credentialing of the employee and evaluation of past experience will be made available to the County prior to scheduling the employee.

All employees of the Fire Department providing services contemplated herein must pass a criminal background check. A full criminal background check, including name, date of birth, and driver's license state and number will be provided to the Burnet County Sheriff's Office. The Burnet County Sheriff's Office must approve all such employees prior to their response to the Burnet County Jail Facility.

D. The Fire Department will perform services following the procedures, policies, and standards set by the County and in accordance with any and all regulatory and accreditation standards applicable to provision of phlebotomy services.

E. The City and the Fire Department shall maintain professional liability coverage, including its agents and employees, in the minimum amount of One Million (\$1,000,000) Dollars for each occurrence. This minimum amount may represent coverage in any combination of primary and excess amounts and shall provide the County with a Certificate of Insurance as evidence that this coverage has been obtained. The County hereby acknowledges that the City utilizes the Texas Municipal League Intergovernmental Risk Pool for insurance coverage.

F. Notwithstanding any provision to the contrary herein, this MOU is an agreement for and with respect to the performance of governmental functions by governmental entities.

The services provided for herein are governmental functions, and the City and the County shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement. The relationship of the County and the City shall, with respect to that part of any service or function undertaken as a result of or pursuant to this MOU, be that of independent contractors. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the Parties.

Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the City nor the County shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

Neither Party waives or relinquishes any immunity or defense on behalf of itself, its commissioners, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

G. The Fire Department will perform services and duties required hereunder as an independent contractor and not as an employee, agent, partners of or pertaining to a joint venture with the County. All Fire Department personnel providing services under this Agreement shall, for all purposes, be considered employees of City. The City shall be responsible for withholding federal and state income taxes, paying federal social security taxes, and maintaining unemployment insurance.

H. The Fire Department must provide each employee with an orientation at the Jail or at a location specified by the County, prior to working as requested by the County. The orientation will be at the expense of the Fire Department for up to four (4) hours. Any additional hours will be billed at the current hourly rate.

I. The Fire Department shall provide all phlebotomy supplies, which include but are not limited to: Collection set, Sponge Gauze, Sanicloth Germicide Wipes, Betadine Solution Swap Aid, Tourniquet, Band-Aids, Single Use Needle Holder, Mask, Medical Gloves, Sharps Container. All supplies will comply with any legal requirements for the admissibility of blood evidence in a criminal trial in Texas.

J. ***Aqueous Benzalkonium Chloride (Zephiran)*** will be used to disinfect the skin before venipuncture. No alcohol or other volatile organic disinfectant will be used to clean the skin, of the defendant or the phlebotomist, before venipuncture. Blood will be collected in a quantity of six milliliters (6 ml) when possible. Disposable, sterile, dry needles, syringes, holders, and gray stoppers, and vacutainers containing 20 mg of potassium oxalate as an anticoagulant and 100 mg of sodium fluoride as preservative, or equivalent equipment, will be used for collection of blood. Gray topper Vacutainers containing 20 mg of potassium oxalate and 25 mg of sodium fluoride, or equivalent concentrations, may also be used.

K. Provider will typically be required to draw two (2) blood draws per subject, but the required number of blood draws may vary.

L. In the event that a quantity other than (2) vials is specified, Provider shall draw sufficient blood to fill the specified number of vials. Additional supply charge may apply.

M. The phlebotomist will take the blood and give the samples to the officer who will be responsible for evidence control. The phlebotomist will sign any documents requested by the facility or the officer and make themselves available to provide courtroom testimony if necessary.

II. COMPENSATION & BILLING

A. The agreed upon rates for services rendered are as listed below:

- a. **Blood Draw - Standby:** On-site at the Jail when requested to be on standby at the Jail. (Hours/Days as agreed between the City and the County) \$29.00/hour per employee.
- b. **On Call Blood Draw:** On-site at the Jail on an on-call basis. \$75.00 per draw.
- c. **Court Appearance:** Subpoena, Court Testimony (Minimum 3 Hour bill rate) \$29.00/hour per employee.

B. The City shall send invoices that clearly identify the services rendered to the Burnet County Treasurer, 220 S. Pierce St., Burnet, TX 78611. Invoices shall indicate which services are being billed for by suspect name, date of birth, date and time of service, and requesting agency. For auditing purposes, both the "Blood Draw Kit Inventory" and the "Blood Draw Log" that corresponds with the invoice shall be provided to the County. Invoices shall be made monthly, and the County agrees to promptly pay as required by Government Code 2251.

- a. The monthly billing period shall be from the 1st day of each month.

- b. Any rate changes will be preceded by at least thirty (30) days' notice, in writing, subject to the provisions noted in Section D below.

C. ECONOMIC PRICE ADJUSTMENT

a. Prices shown in this contract shall remain firm for the first twelve (12) month period of this Agreement. After that, in recognition of the potential for fluctuation of the City's cost, a price adjustment (increase or decrease) may be requested by either the County or the City subject to the following considerations:

1. Price Increases:

a. Requests for price increases must be made in writing and submitted to the County prior to April 1st of each year. Prices will only be considered for an increase at that time. Once received, the County will have thirty (30) calendar days to review and approve/disapprove the requested increase. Should the County not agree with the requested increase, The City may either maintain the prices currently in effect, negotiate an acceptable increase with the County or terminate the contract.

III. LEGISLATIVE LIMITATIONS

A. In the event any federal, state, or local law, rules, regulations, or interpretations at any time change the method or amount of reimbursement for services under this Agreement, then the Parties agree to negotiate in good faith to amend this Agreement. If this Agreement is not amended prior to the effective date of such rule, regulation, law, or interpretation, this Agreement shall terminate as of such effective date.

B. In the event of any litigation by any Party to enforce or defend its rights under this Agreement, the prevailing party, in addition to all other relief, shall be entitled to reasonable attorney's fees.

C. In the event compensation payables shall exceed Ten Thousand (\$10,000.00) Dollars per annum, the City hereby agrees to make available to the Secretary of Health and Human Services (HHS), the Comptroller General of the Government Accounting Office (GAO), Client and Intermediary and their authorized representative, all contracts, books, documents, and records that are necessary to certify to the nature and the extent of the costs for a period of four (4) years after the furnishing of services rendered. In addition, The City hereby agrees if services are to be provided by subcontract with a related organization, to require by contract that such subcontractor make available to the HHS, GAO, the County, and Intermediary and their authorized representative, all contracts, books, documents, and records that are necessary to certify to the nature and the extent of the costs for a period of four (4) years after the furnishing of services rendered.

IV. TERM AND TERMINATION

A. This Agreement shall become effective April 1, 2019 (Hereafter "Effective Date") and shall remain in effect until September 30, 2019. This Agreement shall automatically renew for successive one (1) year periods, beginning on October 1st of each year, unless otherwise terminated as provided for herein.

B. Either Party may terminate this Agreement without cause upon sixty (60) days of written notice to the other Party.

C. County may immediately terminate this Agreement in the event The City or the Fire Department:

1. Fails to perform services required hereunder in accordance with appropriate standards of quality;
2. Fails to comply with any of the terms and conditions in this Agreement;
3. Fails to comply with the County's written policy and procedures after being given notice of such failure to comply.

V. MISCELLANEOUS

A. Any notice required or permitted by this Agreement shall be in writing and shall be deemed given at the time it is deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom is to be given as follows:

City Manager, City of Burnet
PO BOX 1369
Burnet, TX 78611
(512) 756-1230

Burnet County Judge
220 S. Pierce
Burnet, TX 78611
(512)756-5476

B. This Agreement with attachments contains the entire Agreement of the Parties hereto and supersedes all prior agreements, contracts, and understandings whether written or otherwise between the Parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. In the event any provision(s) of this Agreement is found to be legally invalid or unenforceable for any reason, all remaining provisions of this Agreement will remain in full force and effect.

C. This Agreement shall be binding upon and shall insure to the benefit of both the City of Burnet and Burnet County and to their successors as assigns. Any rights or obligations shall construe nothing contained in this Agreement hereunder, and such assignment is expressly prohibited without the prior written consent of either Party.

D. County shall provide a suitable workplace for Fire Department personnel which complies with all applicable safety and health standards and legislation for healthcare workers. The City shall inspect the workplace and notify the County of any deficiencies within thirty (30) days of the beginning of this Agreement, continuing quarterly and notify the County within five (5) days of discovery of any deficiency. In addition, the City shall provide post exposure evaluation and treatment, and maintain all records required by law regarding exposure incidents, post exposure evaluation and treatment.

E. Except as expressly amended by this Addendum, the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City and Burnet County have duly executed this Agreement on the _____ day of _____, 2019.

David Vaughn
City Manager
City of Burnet

Mark Ingram
Fire Chief
Burnet Fire Department

James Oakley
County Judge
Burnet County

Jason Davis
BAT Board President
Blood Alcohol Taskforce

Eddie Arredondo
County Attorney
Burnet County

ATTACHMENT "A"

MEMORANDUM OF UNDERSTANDING WITH BURNET COUNTY PARTICIPATING AGENCY

This agreement (Hereafter "Agreement") is entered into the ___ day of _____ between Burnet County (Hereafter "County") and _____ (Hereafter "Participating Agency").

I. RESPONSIBILITIES

A. Burnet County will administer the Blood Alcohol Taskforce program and enter an agreement with a provider, hereinafter "the Contracted Provider" for phlebotomy services under the program. The Contracted Provider shall provide personnel requested by the County or the Participating Agency to collect a blood specimen for criminal investigation purposes. Services provided by the Contracted Provider shall be provided at the Burnet County Jail (Hereafter "Jail"), located at 900 County Lane, Burnet, Texas 78611, or other location as agreed upon by the County and Contracted Provider.

B. The phlebotomist will take the blood and give the samples to the officer who will be responsible for evidence control. The phlebotomist will sign any documents requested by the Jail or the officer.

C. The Contracted Provider shall maintain professional liability coverage including its agents and employees, in the minimum amount of One Million (\$1,000,000) Dollars for each occurrence. This minimum amount may represent coverage in any combination of primary and excess amounts, and Contracted Provider shall provide the County with a certificate of insurance as evidence that this coverage has been obtained.

D. County and Participating Agency agree and understand that Contracted Provider is a governmental entity performing a governmental function by participating in this MOU with other governmental entities.

The services provided for herein are governmental functions, and the Contracted Provider, County and Participating Agencies (collectively Parties) shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement. The relationship of the Parties shall, with respect to that part of any service or function undertaken as a result of or pursuant to this MOU, be that of independent contractors. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the Parties.

Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and no Party shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

No Party waives or relinquishes any immunity or defense on behalf of itself, its commissioners, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

E. The Contracted Provider will perform services and duties required hereunder as an independent contractor and not as an employee, agent, partners of or pertaining to a joint venture with the County or Participating Agency. All personnel provided by the Contracted Provider to the County or Participating Agency shall, for all purposes, be considered employees of the Contracted Provider.

III. LEGISLATIVE LIMITATIONS

A. Should the agreement between the County and the Contracted Provider terminate for any reason, this Agreement will immediately terminate.

B. In the event of any litigation by any party to enforce or defend its rights under this Agreement, the prevailing party, in addition to all other relief, shall be entitled to reasonable attorney's fees.

IV. TERM AND TERMINATION

A. This Agreement shall become effective April 1, 2019 (Hereafter "Effective Date") and shall remain in effect until September 30, 2019. This Agreement shall automatically renew for successive one (1) year periods, beginning on October 1st of each year, unless otherwise terminated as provided for herein.

B. Either party may terminate this Agreement without cause upon sixty (60) days of written notice to the other Party.

C. Participating Agency may immediately terminate this Agreement in the event the Contracted Provider:

1. Fails to perform services required in accordance with appropriate standards of quality;
2. Fails to comply with any of the terms and conditions of its' agreement with the County;
3. Fails to comply with the County's written policy and procedures after being given notice of such failure to comply.

V. MISCELLANEOUS

A. Any notice required or permitted by this Agreement shall be in writing and shall be deemed given at the time it is deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given as follows:

Burnet County
220 S. Pierce St.
Burnet, TX 78611

Participating Agency Name
Participating Agency Address

B. This Agreement contains the entire agreement of the Parties hereto and supersedes all prior agreements, contracts, and understandings whether written or otherwise between the Parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. In the event any provision(s) of this Agreement is found to be legally invalid or unenforceable for any reason, all remaining provisions of this Agreement will remain in full force and effect.

C. This Agreement shall be binding upon and shall ensure to the benefit of the contracted provider and to the Participating Agency's successors as assigns. Any rights or obligations shall construe nothing contained in this Agreement hereunder, and such assignment is expressly prohibited without the prior written consent of either Party.

IN WITNESS WHEREOF, Burnet County and the Participating Agency have duly executed this Agreement on the ____ day of _____, 20____.

Participating Agency Representative
Participating Agency/Title

James Oakley
Burnet County Judge

Eduardo Arredondo
Burnet County Attorney



City Manager

ITEM 4.5

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

Agenda Item Brief

Meeting Date:	March 26, 2019
Agenda Item:	Discuss and consider action: A Memorandum of Understanding with Burnet County and the City of Burnet as a participating agency: D. Vaughn
Background:	
Information:	The attached MOU is required to be executed with Burnet County for blood draws at the jail.
Fiscal Impact:	N/A
Recommendation:	Staff recommends a motion to approve the MOU.

MEMORANDUM OF UNDERSTANDING WITH BURNET COUNTY PARTICIPATING AGENCY

This agreement (Hereafter "Agreement") is entered into the 1st day of April between Burnet County (Hereafter "County") and The City of Burnet (Hereafter "Participating Agency").

I. RESPONSIBILITIES

A. Burnet County will administer the Blood Alcohol Taskforce program and enter an agreement with a provider, hereinafter "the Contracted Provider" for phlebotomy services under the program. The Contracted Provider shall provide personnel requested by the County or the Participating Agency to collect a blood specimen for criminal investigation purposes. Services provided by the Contracted Provider shall be provided at the Burnet County Jail (Hereafter "Jail"), located at 900 County Lane, Burnet, Texas 78611, or other location as agreed upon by the County and Contracted Provider.

B. The phlebotomist will take the blood and give the samples to the officer who will be responsible for evidence control. The phlebotomist will sign any documents requested by the Jail or the officer.

C. The Contracted Provider shall maintain professional liability coverage including its agents and employees, in the minimum amount of One Million (\$1,000,000) Dollars for each occurrence. This minimum amount may represent coverage in any combination of primary and excess amounts, and Contracted Provider shall provide the County with a certificate of insurance as evidence that this coverage has been obtained.

D. County and Participating Agency agree and understand that Contracted Provider is a governmental entity performing a governmental function by participating in this MOU with other governmental entities.

The services provided for herein are governmental functions, and the Contracted Provider, County and Participating Agencies (collectively Parties) shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement. The relationship of the Parties shall, with respect to that part of any service or function undertaken as a result of or pursuant to this MOU, be that of independent contractors. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the Parties.

Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and no Party shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

No Party waives or relinquishes any immunity or defense on behalf of itself, its commissioners, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

E. The Contracted Provider will perform services and duties required hereunder as an independent contractor and not as an employee, agent, partners of or pertaining to a joint venture with the County or Participating Agency. All personnel provided by the Contracted Provider to the County or Participating Agency shall, for all purposes, be considered employees of the Contracted Provider.

III. LEGISLATIVE LIMITATIONS

A. Should the agreement between the County and the Contracted Provider terminate for any reason, this Agreement will immediately terminate.

B. In the event of any litigation by any party to enforce or defend its rights under this Agreement, the prevailing party, in addition to all other relief, shall be entitled to reasonable attorney's fees.

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A. This Agreement shall become effective April 1, 2019 (Hereafter "Effective Date") and shall remain in effect until September 30, 2019. This Agreement shall automatically renew for successive one (1) year periods, beginning on October 1st of each year, unless otherwise terminated as provided for herein.

B. Either Party may terminate this Agreement without cause upon sixty (60) days of written notice to the other Party.

C. Participating Agency may immediately terminate this Agreement in the event the Contracted Provider:

1. Fails to perform services required in accordance with appropriate standards of quality;
2. Fails to comply with any of the terms and conditions of its' agreement with the County;
3. Fails to comply with the County's written policy and procedures after being given notice of such failure to comply.

V. MISCELLANEOUS

A. Any notice required or permitted by this Agreement shall be in writing and shall be deemed given at the time it is deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given as follows:

Burnet County
220 S. Pierce St.
Burnet, TX 78611

City of Burnet
P.O. Box 1369
Burnet, Texas 78611

B. This Agreement contains the entire agreement of the Parties hereto and supersedes all prior agreements, contracts, and understandings whether written or otherwise between the Parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. In the event any provision(s) of this Agreement is found to be legally invalid or unenforceable for any reason, all remaining provisions of this Agreement will remain in full force and effect.

C. This Agreement shall be binding upon and shall ensure to the benefit of the contracted provider and to the Participating Agency's successors as assigns. Any rights or obligations shall construe nothing contained in this Agreement hereunder, and such assignment is expressly prohibited without the prior written consent of either Party.

IN WITNESS WHEREOF, Burnet County and the Participating Agency have duly executed this Agreement on the 26th day of March, 2019.

David Vaughn
City of Burnet
City Manager

James Oakley
Burnet County Judge

Eduardo Arredondo
Burnet County Attorney



CITY OF BURNET

Financial Report
YTD February 28, 2019

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	CITY OF BURNET FEBRUARY FINANCIAL SUMMARY	FY 2019
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Overall, the City's financial results for the period ending February 28, 2019 are tracking well within the budget.

GENERAL FUND

The General Fund is currently showing a profit of \$1,560,598 which is up \$77,836 over last year.

Revenues (excluding the Use of Fund Balance) are at 53.98% of budget for the year and have increased \$409,454 over last year mainly due to the following: Property Tax Collections are at 95% of budget and are up \$164,783 over last year; EMS collections are at 43% of budget and are up \$83,447 over last year; and Inter-local revenues from the school resource officer program have increased \$78,784.

Expenses (excluding capital and other transfers) are at 41.64% of budget for the year and have increased \$331,618 over last year. The most significant increases in expenses are in the police personnel costs due to the addition of two school resource officers, fire department salaries and overtime because of increasing transport and 911 calls, and the operating subsidy transferred to the golf course due to a \$69,996 increase in operating loss.

GOLF COURSE

The Golf Course Fund is currently showing a loss of \$(97,868). Last year, they were showing a loss of \$(27,872) at this time. The increased loss over last year is mostly due to budgeted increases in expenses and increased rain during the first quarter.

Total revenues (less cogs) are at 36.64% of budget and are down \$(16,928) or 3.62% compared to last year. Green Fee/Cart Rental revenues are down mainly because the green fee rounds played are down almost 8% compared to last year and annual fee revenues are down because more members have switched from the annual to the semi-annual or monthly membership plans. However, when the semi-annual fees are paid in April, we expect this variance to decrease.

Total expenses (less cogs) are at 39.19% of budget and have increased \$53,069 or 10.72% compared to last year. This is mainly due to the following budgeted increases: personnel costs increased \$27,332 mainly because the golf course added an additional maintenance position and transfers to self-funded are up \$16,690 due to new equipment purchases scheduled for this year.

ELECTRIC FUND

The Electric Fund is currently showing a profit of \$227,347 which is down \$31,018 over last year. This is mostly due to budgeted increases in expenses.

Revenues (less the cost of power and use of fund balance) are at 39.31% of the budget and have decreased by \$11,093 or less than 1% over last year. Billed electric consumption is down less than 1% compared to last year.

	CITY OF BURNET FEBRUARY FINANCIAL SUMMARY	FY 2019
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Expenses (less cost of power and xfers to capital projects) are at 37.58% of the budget and have increased \$19,925. The increase is mostly due to budgeted increases in personnel costs as a result of the training program.

WATER/WASTEWATER

The Water and Wastewater Fund is showing a profit of \$94,734 which is down \$96,011 compared to last year. A significant increase in rain over last year and costly repairs at both the water plant and sewer plant are impacting the bottom line.

Revenues (less the use of fund balance) are at 38.81% of the annual budget and have decreased by \$25,331 over last year. Billed water consumption is down over 12% compared to last year mainly because of a significant increase in rain over last year. As a result, water sales are down \$49,130 compared to last year. Wastewater sales which are based on the prior year's averaged winter consumption have increased \$15,379.

Expenses (less xfers to capital projects) are at 40.24% of the annual budget and have increased \$70,680. The most significant increases in expenses over last year include: \$52,578 increase in repairs and maintenance due to pump repairs at the water plant, sewer plant and lift stations and a \$14,978 increase in transfers to self-funded due to new equipment purchases scheduled for this year.

AIRPORT

The Airport Fund is showing a profit of \$74,311 which is up \$27,331 compared to last year mainly due to an increase in net fuel sales.

Revenues (less cogs and the use of fund balance) are at 48.29% of budget and are up \$23,826 over last year. Net jet fuel sales are \$57,030 and are up \$18,109 over last year while net avgas sales are at \$24,305 and are up \$1,664 compared to last year. Gallons sold for both Jet fuel and avgas fuel are down compared to last year but their margins have increased and therefore the net results have increased.

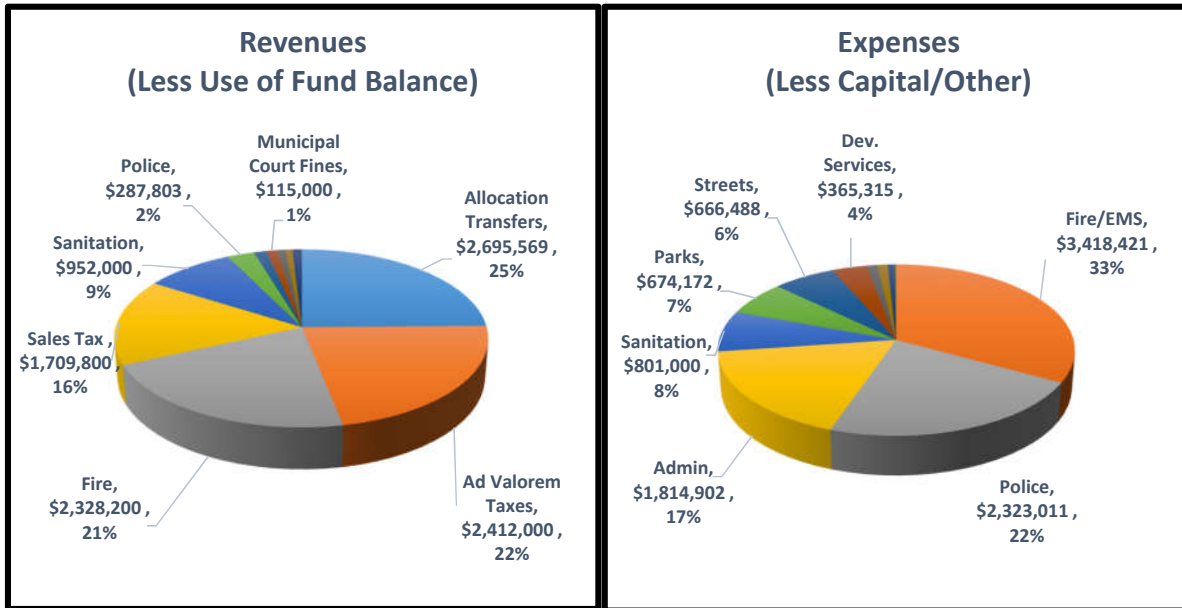
Expenses (less cogs and xfers to capital projects) are at 40.25% of budget and have decreased \$3,505 over last year. The most significant variances in expenses compared to last year are: a \$13,310 (\$6,610 for the current year and \$6,700 was back billed for the previous year) increase in insurance expense which resulted from adding the airport runway to the insurance coverage; and a \$10,948 decrease in debt service because the airport debt was paid off during the prior year.

UNRESTRICTED CASH RESERVES

Total unrestricted cash for the City as of February 28th, 2019 is \$7,495,648. That is \$4,335,448 above our 75 day required reserve amount and \$3,702,801 above our 90 day required reserve amount. The balance remaining in capital projects to be funded from reserves is \$2,412,646.

GENERAL FUND DASHBOARD

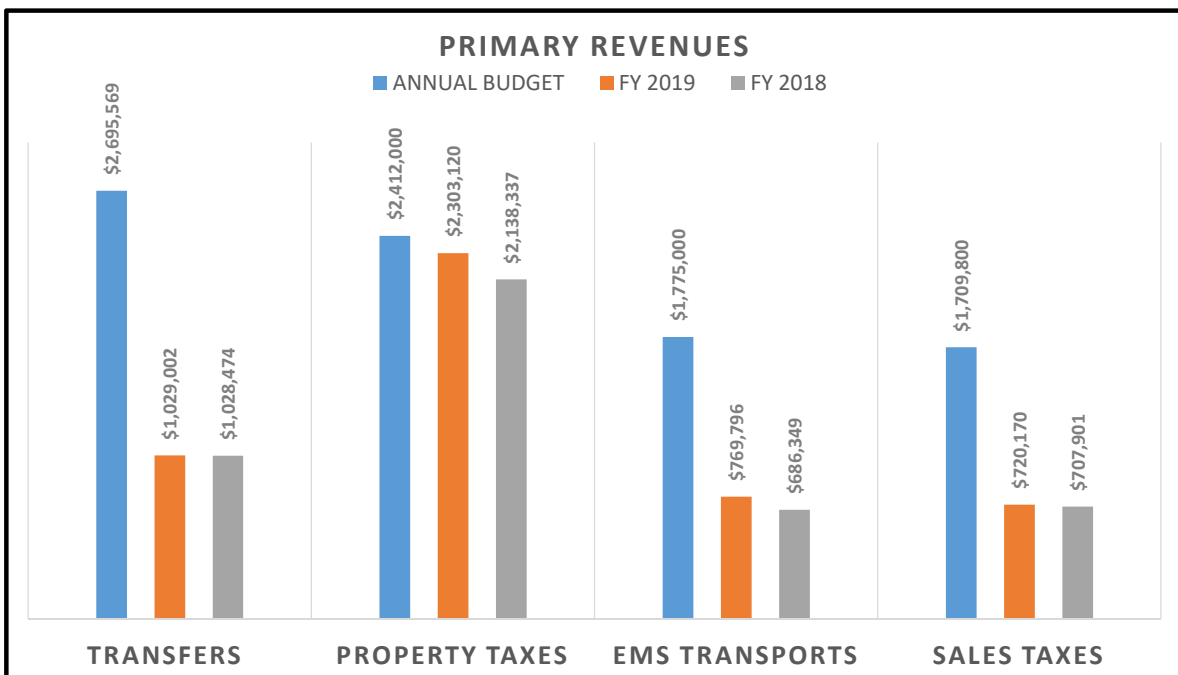
ORIGINAL ANNUAL BUDGET



CURRENT RESULTS COMPARISON

	ANNUAL BUDGET	ACTUAL YTD FEB 2019	% OF BUDGET	PRIOR YR YTD FEB 2018	VARIANCE OVER PY	% OVER PY
REV (less fund balance)	\$ 10,895,031	\$ 5,880,668	53.98%	\$ 5,471,214	\$ 409,454	7.48%
EXP (less capital/other)	10,373,977	4,320,070	41.64%	3,988,453	331,618	8.31%
NET PROFIT (LOSS)	\$ 521,054	\$ 1,560,598	299.51%	\$ 1,482,761	\$ 77,836	5.25%

CHARTS/TABLES



GENERAL FUND
REVENUES AND EXPENSES by Department
YTD FEBRUARY 2019

% of year completed: 41.67

	ANNUAL BUDGET 2018-2019	ACTUAL YTD FEB 2019	% OF BUDGET	PRIOR YEAR YTD FEB 2018	VARIANCE OVER PY	% OVER PY
REVENUE						
Ad Valorem Taxes	\$ 2,412,000	\$ 2,303,120	95.49%	\$ 2,138,337	\$ 164,783	7.71%
Sales Tax	1,709,800	720,170	42.12%	707,901	12,269	1.73%
Fire Department Revenue	2,328,200	989,085	42.48%	885,761	103,325	11.67%
Planning and Zoning fees	74,070	32,503	43.88%	31,580	923	2.92%
Allocation Transfers	2,695,569	1,029,002	38.17%	1,028,474	528	0.05%
Trash Collections	952,000	405,926	42.64%	394,201	11,725	2.97%
Police Department Revenue	287,803	161,722	56.19%	80,370	81,352	101.22%
Municipal Court Fines	115,000	51,461	44.75%	46,817	4,643	9.92%
Other taxes and franchise fees	134,989	98,899	73.26%	90,102	8,797	9.76%
BEDC payments for service	85,000	35,417	41.67%	33,750	1,667	4.94%
Rental Fees	33,100	16,629	50.24%	23,790	(7,161)	-30.10%
Interest Income	25,000	9,589	38.36%	8,373	1,216	14.53%
Misc Revenue	2,500	27,145	1085.82%	1,760	25,385	1442.35%
Transfer from Hotel Motel fund	40,000	-	0.00%	-	-	
Use of Fund Balance	1,585,000	332,908	21.00%	717,230	(384,322)	-53.58%
Total Revenue	\$ 12,480,031	\$ 6,213,576	49.79%	\$ 6,188,444	\$ 25,132	0.41%
<i>Total Revenue less fund balance</i>	<i>\$ 10,895,031</i>	<i>\$ 5,880,668</i>	<i>53.98%</i>	<i>\$ 5,471,214</i>	<i>\$ 409,454</i>	<i>7.48%</i>
OPERATING EXPENSES						
Mayor & Council	\$ 19,550	\$ 4,838	24.74%	\$ 10,471	\$ (5,634)	-53.80%
Admin (including op subsidy to golf)	1,814,902	790,280	43.54%	678,144	112,136	16.54%
Police	2,323,011	960,880	41.36%	835,648	125,232	14.99%
Municipal Court	68,992	28,337	41.07%	29,278	(941)	-3.21%
Fire/EMS	3,418,421	1,471,405	43.04%	1,354,101	117,304	8.66%
Sanitation	801,000	348,497	43.51%	320,568	27,929	8.71%
Streets	666,488	233,108	34.98%	249,248	(16,140)	-6.48%
Parks	674,172	223,229	33.11%	242,560	(19,331)	-7.97%
Development Services	365,315	164,514	45.03%	149,244	15,270	10.23%
City Shop	110,126	39,684	36.04%	43,834	(4,149)	-9.47%
Community Development	-	-		27,061	(27,061)	
Galloway Hammond	112,000	55,299	49.37%	48,294	7,004	14.50%
Sub-total	<u>\$ 10,373,977</u>	<u>\$ 4,320,070</u>	<u>41.64%</u>	<u>\$ 3,988,453</u>	<u>\$ 331,618</u>	<u>8.31%</u>
CAPITAL/OTHER EXP (USES OF FUND BAL)						
Transfers to Capital Funds	\$ 825,000	\$ 288,908	35.02%	\$ 717,230	\$ (428,322)	-59.72%
Loan Defeasance	716,000	-	0.00%	-	-	
Development Services Staffing	44,000	44,000	100.00%	-	44,000	
	<u>\$ 1,585,000</u>	<u>\$ 332,908</u>	<u>21.00%</u>	<u>\$ 717,230</u>	<u>\$ (384,322)</u>	<u>-53.58%</u>
Total Expenses	\$ 11,958,977	\$ 4,652,978	38.91%	\$ 4,705,683	\$ (52,705)	-1.12%
<i>Total Expenses less capital/other</i>	<i>\$ 10,373,977</i>	<i>\$ 4,320,070</i>	<i>41.64%</i>	<i>\$ 3,988,453</i>	<i>\$ 331,618</i>	<i>8.31%</i>
Net Profit (Loss)	\$ 521,054	\$ 1,560,598	299.51%	\$ 1,482,761	\$ 77,836	5.25%

GENERAL FUND

REVENUES AND EXPENSES by Category

YTD February 2019

% of year completed: 41.67

	ANNUAL BUDGET 2018-2019	ACTUAL YTD FEB 2019	% OF BUDGET	PY ACTUAL YTD FEB 2018	VARIANCE OVER PY	% OVER PY
REVENUE						
Ad Valorem Taxes:						
Current Taxes Real Property	\$ 2,360,000	\$ 2,276,906	96.48%	\$ 2,065,930	\$ 210,976	10.21%
Delinquent Taxes Real Property	30,000	19,617	65.39%	66,564	(46,947)	-70.53% A
Penalty & Interest	22,000	6,597	29.99%	5,842	755	12.92%
Sub-total	2,412,000	2,303,120	95.49%	2,138,337	164,783	7.71%
Sales Tax	1,709,800	720,170	42.12%	707,901	12,269	1.73%
Fire Department Revenue:						
EMS fees	1,775,000	769,796	43.37%	686,349	83,447	12.16% B
Fire/EMS interdepartmental fees	542,000	213,256	39.35%	194,499	18,757	9.64%
Misc Fire Revenue	11,200	6,034	53.87%	4,913	1,121	22.81%
Sub-total Fire Revenue	2,328,200	989,085	42.48%	885,761	103,325	11.67%
Planning and Zoning fees	74,070	32,503	43.88%	31,580	923	2.92%
Allocation Transfers In:						
Return on Investment	1,520,000	583,876	38.41%	587,836	(3,960)	-0.67%
In-Lieu of Property Tax	126,801	48,625	38.35%	49,385	(759)	-1.54%
In-Lieu of franchise	211,335	81,042	38.35%	82,308	(1,266)	-1.54%
Admin Allocations	778,520	295,616	37.97%	287,027	8,588	2.99%
Shop Allocations	58,913	19,842	33.68%	21,917	(2,075)	-9.47%
Sub-total Allocation Transfers	2,695,569	1,029,002	38.17%	1,028,474	528	0.05%
Trash Collections	952,000	405,926	42.64%	394,201	11,725	2.97%
Police Department Revenue:						
Interlocal School Resource Officers	277,193	153,996	55.56%	75,212	78,784	104.75% C
Misc PD Revenue	10,610	7,726	72.82%	5,158	2,568	49.79%
Sub-total Police Department Rev	287,803	161,722	56.19%	80,370	81,352	101.22%
Municipal Court Fines	115,000	51,461	44.75%	46,817	4,643	9.92%
Other taxes and franchise fees	134,989	98,899	73.26%	90,102	8,797	9.76%
BEDC payments for service	85,000	35,417	41.67%	33,750	1,667	4.94%
Rental Fees	33,100	16,629	50.24%	23,790	(7,161)	-30.10%
Interest Income	25,000	9,589	38.36%	8,373	1,216	14.53%
Misc Revenue	2,500	27,145	1085.82%	1,760	25,385	1442.35% D
Transfer from Hotel Motel fund	40,000	-	0.00%	-	-	
Use of Fund Balance	1,585,000	332,908	21.00%	717,230	(384,322)	-53.58%
Total Revenue	\$ 12,480,031	\$ 6,213,576	49.79%	\$ 6,188,444	\$ 25,132	0.41%
<i>Total Revenue less fund balance</i>	<i>\$ 10,895,031</i>	<i>\$ 5,880,668</i>	<i>53.98%</i>	<i>\$ 5,471,214</i>	<i>\$ 409,454</i>	<i>7.48%</i>

GENERAL FUND

REVENUES AND EXPENSES by Category

YTD February 2019

% of year completed: 41.67

	ANNUAL BUDGET 2018-2019	ACTUAL YTD FEB 2019	% OF BUDGET	PY ACTUAL YTD FEB 2018	VARIANCE OVER PY	% OVER PY	
OPERATING EXPENSES							
Personnel Costs							
Mayor & Council	\$ -	\$ -		\$ 345	\$ (345)	-100.00%	
Admin	739,530	319,791	43.24%	285,499	34,293	12.01%	E
Police	1,834,158	752,288	41.02%	625,179	127,109	20.33%	C
Municipal Court	32,342	14,378	44.46%	13,608	770	5.66%	
Fire/EMS	2,565,542	1,127,352	43.94%	1,028,095	99,257	9.65%	F
Streets	464,278	167,477	36.07%	170,413	(2,937)	-1.72%	
Parks	367,285	119,604	32.56%	152,474	(32,871)	-21.56%	G
Development Services	262,715	126,514	48.16%	109,789	16,725	15.23%	H
City Shop	72,676	31,284	43.05%	28,671	2,613	9.12%	
Community Development	-	-		23,676	(23,676)	-100.00%	E
Sub-total	6,338,526	2,658,686	41.94%	2,437,748	220,938	9.06%	
Supplies							
Mayor & Council	1,200	149	12.45%	103	46	45.12%	
Admin	69,700	35,359	50.73%	39,965	(4,606)	-11.52%	
Police	145,750	73,434	50.38%	61,774	11,661	18.88%	
Municipal Court	4,250	1,247	29.35%	1,283	(35)	-2.75%	
Fire/EMS	199,400	78,104	39.17%	79,165	(1,061)	-1.34%	
Sanitation	19,000	8,420	44.32%	7,219	1,202	16.65%	
Streets	48,750	20,598	42.25%	15,541	5,058	32.54%	
Parks	57,700	18,476	32.02%	11,444	7,032	61.45%	
Development Services	7,100	8,444	118.92%	5,813	2,630	45.25%	
City Shop	21,150	5,757	27.22%	6,984	(1,227)	-17.57%	
Community Development	-	-		148	(148)	-100.00%	
Sub-total	574,000	249,988	43.55%	229,436	20,552	8.96%	
Repairs & Maintenance							
Mayor & Council	3,850	1,313	34.10%	1,483	(170)	-11.46%	
Admin	137,300	30,110	21.93%	22,004	8,105	36.84%	
Police	59,000	17,747	30.08%	14,874	2,873	19.31%	
Municipal Court	5,200	4,902	94.28%	4,693	210	4.47%	
Fire/EMS	115,000	44,096	38.34%	38,453	5,643	14.67%	
Sanitation	-	-		-	-		
Streets	75,000	12,193	16.26%	21,425	(9,232)	-43.09%	
Parks	73,100	19,354	26.48%	25,099	(5,745)	-22.89%	
Development Services	6,500	1,606	24.71%	1,996	(390)	-19.55%	
City Shop	10,500	585	5.57%	6,145	(5,561)	-90.49%	
Community Development	-	-		-	-		
Galloway Hammond	12,000	13,632	113.60%	6,628	7,004	105.69%	
Sub-total	497,450	145,537	29.26%	142,800	2,737	1.92%	
Services/Other							
Mayor & Council	14,500	3,375	23.28%	8,541	(5,165)	-60.48%	
Admin	549,395	256,150	46.62%	243,651	12,499	5.13%	I
Police	127,180	54,527	42.87%	52,618	1,909	3.63%	
Municipal Court	27,200	7,810	28.71%	9,695	(1,885)	-19.45%	
Fire/EMS	283,650	115,676	40.78%	106,702	8,973	8.41%	
Sanitation	782,000	340,077	43.49%	313,349	26,727	8.53%	J
Streets	2,000	982	49.09%	1,350	(368)	-27.26%	
Parks	130,950	46,988	35.88%	37,031	9,957	26.89%	
Development Services	89,000	27,951	31.41%	31,647	(3,696)	-11.68%	
City Shop	5,800	2,059	35.50%	2,034	25	1.23%	
Community Development	-	-		3,237	(3,237)	-100.00%	
Sub-total	2,011,675	855,594	42.53%	809,854	45,740	5.65%	

GENERAL FUND

REVENUES AND EXPENSES by Category

YTD February 2019

% of year completed: 41.67

	ANNUAL BUDGET 2018-2019	ACTUAL YTD FEB 2019	% OF BUDGET	PY ACTUAL YTD FEB 2018	VARIANCE OVER PY	% OVER PY
Transfers to Self-funded						
Mayor & Council	-	-		-	-	
Admin	-	-		-	-	
Police	150,923	62,885	41.67%	68,087	(5,202)	-7.64%
Municipal Court	-	-		-	-	
Fire/EMS	254,829	106,179	41.67%	101,686	4,493	4.42%
Sanitation	-	-		-	-	
Streets	76,460	31,858	41.67%	40,520	(8,662)	-21.38%
Parks	45,137	18,807	41.67%	16,512	2,295	13.90%
Development Services	-	-		-	-	
City Shop	-	-		-	-	
Community Development	-	-		-	-	
Sub-total	527,349	219,729	41.67%	226,805	(7,076)	-3.12%
Capital Outlay						
Admin	-	-		12,508	(12,508)	-100.00%
Police	6,000	-	0.00%	13,117	(13,117)	-100.00%
Sub-total	6,000	-	0.00%	25,625	(25,625)	-100.00%
Transfer to Golf - Admin & Op Subsidy	318,977	148,870	46.67%	74,518	74,352	99.78% K
YMCA Operating Subsidy	100,000	41,667		41,667	-	0.00%
CAPITAL/OTHER EXP (USES OF FUND BAL)						
Transfer to Gen Cap Project Fund	725,000	227,085	31.32%	556,270	(329,184)	-59.18%
Transfer to Golf Cap Project Fund	100,000	61,823	61.82%	160,961	(99,138)	-61.59%
Transfer to Debt Service	716,000	-	0.00%	-	-	
Development Services Staffing	44,000	44,000		-	44,000	
Sub-total	1,585,000	332,908	21.00%	717,230	(384,322)	-53.58%
Total Expenses	\$ 11,958,977	\$ 4,652,978	38.91%	\$ 4,705,683	\$ (52,705)	-1.12%
<i>Total Expenses less capital/other</i>	<i>\$ 10,373,977</i>	<i>\$ 4,320,070</i>	<i>41.64%</i>	<i>\$ 3,988,453</i>	<i>\$ 331,618</i>	<i>8.31%</i>
Net Profit (Loss)	\$ 521,054	\$ 1,560,598	299.51%	\$ 1,482,761	\$ 77,836	5.25%

A Last year the City received a large delinquent collection in December.

B EMS collections are up mainly due to increased transports calls.

C Increased the number of School Resource Officers from 2 to 4. BCISD reimburses the City for a portion of their personnel costs per an interlocal agreement.

D Received an almost \$22K refund from TML as a result of the prior year's worker's comp audit.

E Community development salaries were reallocated to admin in the current year.

F EMS personnel costs are up due to increased transport and 911 calls which have resulted in increased overtime hours.

G Down from the prior year mainly due to the loss of the Parks supervisor. In addition, there has been staff turnover which is why they are under budget.

H Up mainly because added Building Inspector position. On track with budget.

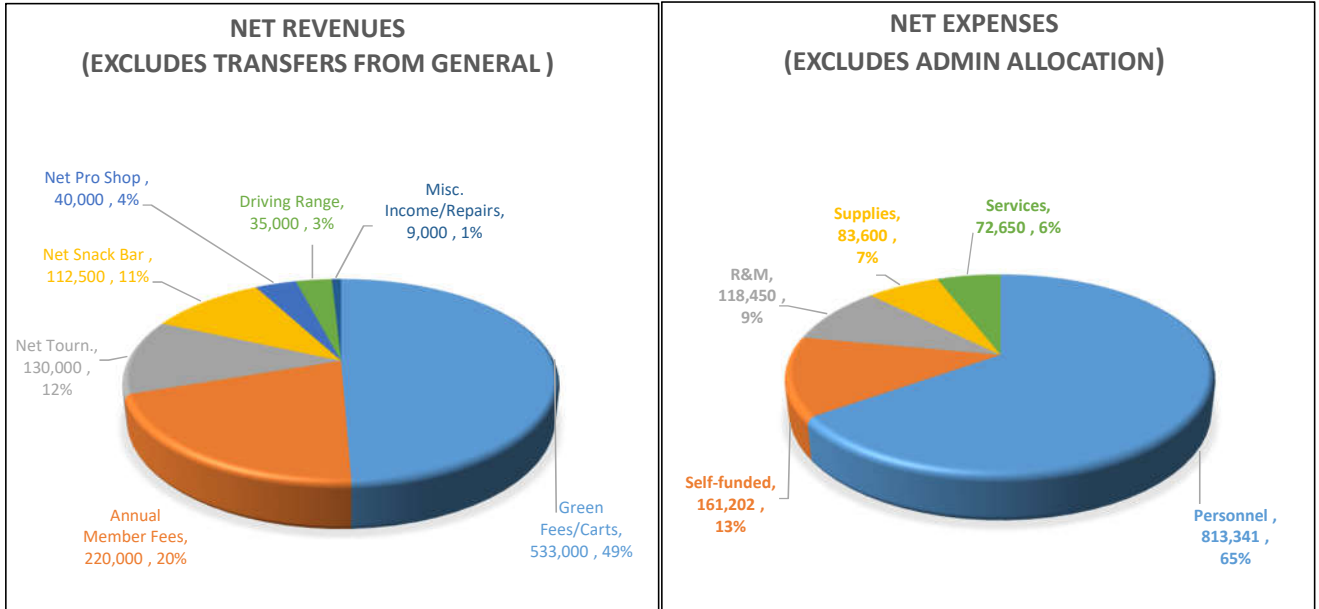
I Expenses are up mainly as a result of a timing difference. Insurance premiums were paid earlier this year.

J Net expenses are up mostly due to addition of the monthly City Wide Clean Up which began last year in April.

K The general fund subsidizes operating losses at the golf course. Transfers increased in the current year because the golf course is showing a loss of \$(97,868); during the prior year, they were showing a loss of \$(27,872).

GOLF COURSE FUND DASHBOARD

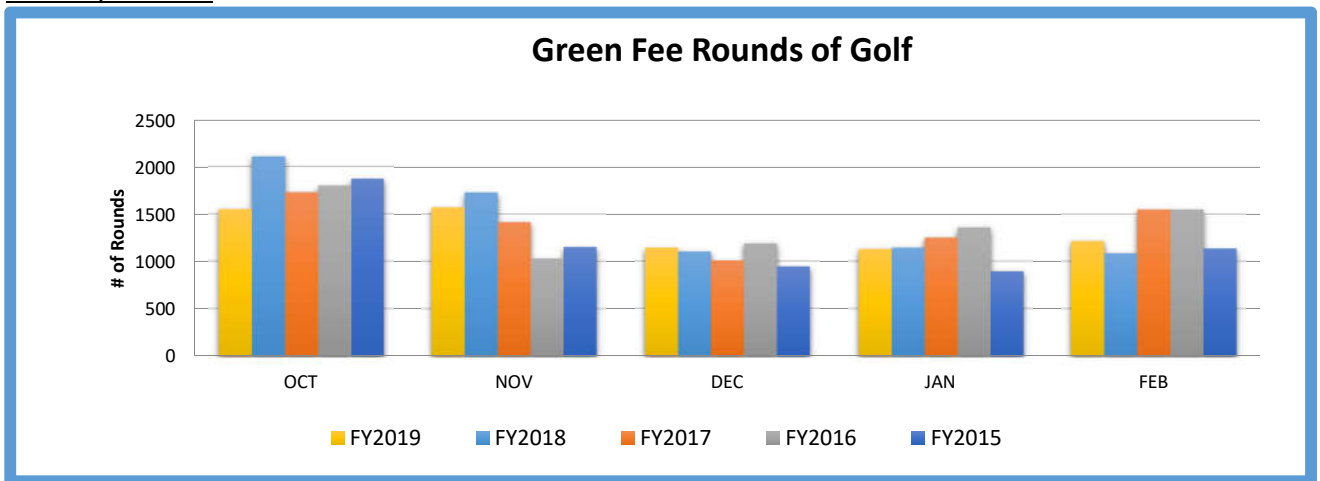
ORIGINAL ANNUAL BUDGET



CURRENT RESULTS COMPARISON

	ANNUAL BUDGET	ACTUAL YTD FEB 2019	% OF BUDGET	PRIOR YR YTD FEB 2018	VARIANCE OVER PY	% OVER PY
REV (net of cogs/tourn exp)	\$ 1,228,733	\$ 450,254	36.64%	\$ 467,181	\$ (16,928)	-3.62%
EXP (net of cogs/tourn exp)	1,398,476	548,122	39.19%	495,053	53,069	10.72%
PROFIT (LOSS)	\$ (169,743)	\$ (97,868)	57.66%	\$ (27,872)	\$ (69,996)	251.14%

TABLES/CHARTS



Rounds of Golf*	OCT	NOV	DEC	JAN	FEB	TOTAL
2018-2019	1,553	1,571	1,145	1,134	1,218	6,621
2017-2018	2,110	1,728	1,107	1,149	1,086	7,180
OVER (UNDER)	(557)	(157)	38	(15)	132	(559)
	-26.40%	-9.09%	3.43%	-1.31%	12.15%	-7.79%

*Does not include annual dues or tournament rounds played.

**DELAWARE SPRINGS GOLF COURSE
SUMMARY OF REVENUES AND EXPENSES
YTD FEBRUARY 2019**

% of year completed: 41.67

	ANNUAL BUDGET 2018-2019		ACTUAL YTD FEB 2019		% OF BUDGET	PRIOR YEAR YTD FEB 2018		VARIANCE OVER PY	% OVER PY
REVENUE									
<u>Charges for Services</u>									
Green Fees/Cart Rentals	\$	533,000	\$	152,789	28.67%	\$	170,516	\$ (17,726)	-10.40% A
Prepaid Green Fees/ Annual Cart Rentals/ Trail fees and Cart Storage		220,000		161,093	73.22%		175,576	(14,483)	-8.25% B
Net Tournament		130,000		28,290	21.76%		18,680	9,610	51.45%
Pavilion Revenue		-		600	-		400	200	50.00%
Driving Range		35,000		11,790	33.69%		11,502	288	2.51%
		918,000		354,563	38.62%		376,673	(22,110)	-5.87%
<u>Sales less Cost of Goods Sold</u>									
Pro Shop Sales		167,000		50,994			44,584	6,410	
Cost of Merchandise		127,000		37,276			33,368	3,908	
Net Pro Shop Sales		40,000		13,718	34.30%		11,216	2,502	22.31%
		-		-			-		
Snack Bar/Beer Cart Sales		247,000		71,302			73,460	(2,159)	
Cost of Merchandise		134,500		43,491			44,560	(1,069)	
Net Snack Bar/Beer Cart Sales		112,500		27,811	24.72%		28,901	(1,090)	-3.77%
		-		-			-		
<u>Transfer - Overhead</u>		149,233		51,002	34.18%		46,646	4,356	9.34%
		-		-			-		
<u>Misc. Income/Repairs</u>		9,000		3,160	35.12%		3,746	(586)	-15.63%
		-		-			-		
Total Revenue	\$	1,228,733	\$	450,254	36.64%	\$	467,181	\$ (16,928)	-3.62%
EXPENSES									
Personnel Costs	\$	813,341	\$	333,674	41.03%	\$	306,341	\$ 27,332	8.92% C
Supplies		83,600		28,688	34.32%		31,672	(2,983)	-9.42%
Repairs & Maintenance		118,450		40,324	34.04%		32,665	7,659	23.45%
Services		72,650		27,267	37.53%		27,251	15	0.06%
Transfer to Self funded equipment		161,202		67,168	41.67%		50,478	16,690	33.06% D
Admin Allocation		149,233		51,002	34.18%		46,646	4,356	9.34%
		-		-			-		
Total Expenses	\$	1,398,476	\$	548,122	39.19%	\$	495,053	\$ 53,069	10.72%
		-		-			-		
Net Profit (Loss)	\$	(169,743)	\$	(97,868)	57.66%	\$	(27,872)	\$ (69,996)	251.14%
		-		-			-		
Operating Subsidy from General Fund	\$	169,744	\$	97,868	57.66%	\$	27,872		
		-		-			-		
Net Profit (Loss)	\$	1	\$	-		\$	-		

A Decrease due to rounds being down. Increased rain especially during the 1st quarter has impacted play.

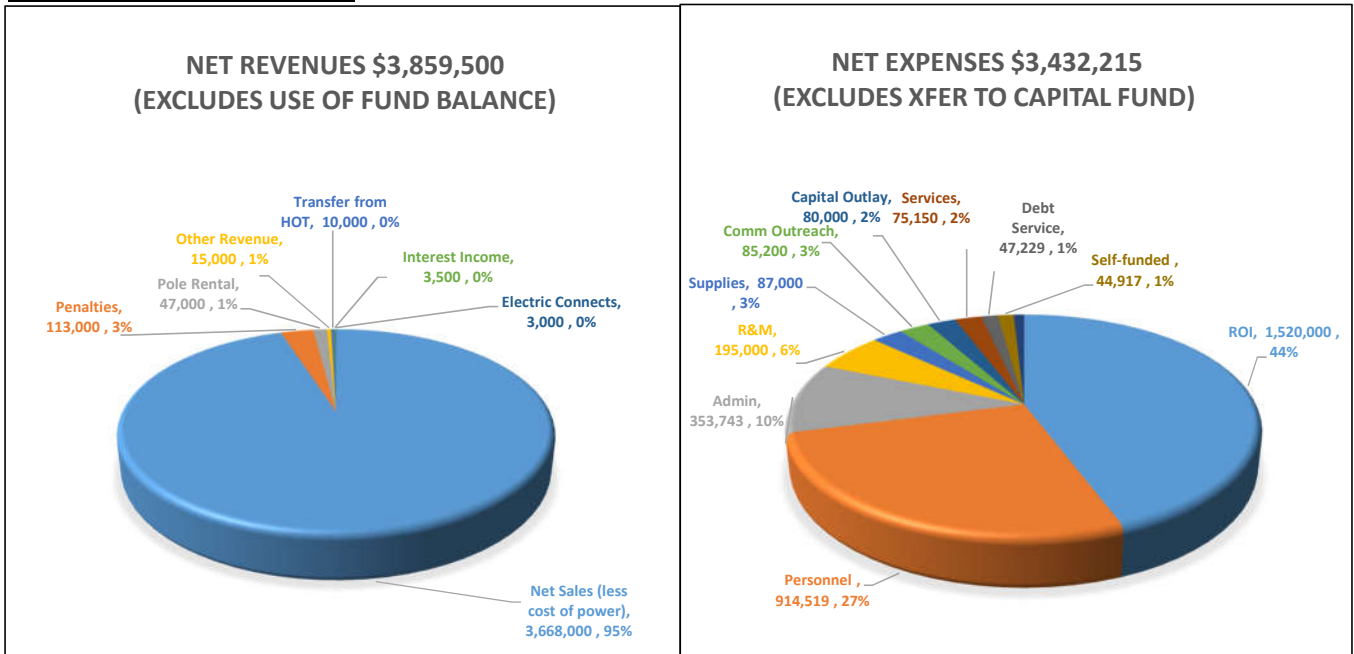
B Decrease due to more members switching from annual to semi-annual and monthly; should level out in April when semi-annual dues are due.

C Up mainly because added additional maintenance position. On track with budget.

D Increased for new equipment purchases but on track with budget.

ELECTRIC FUND DASHBOARD

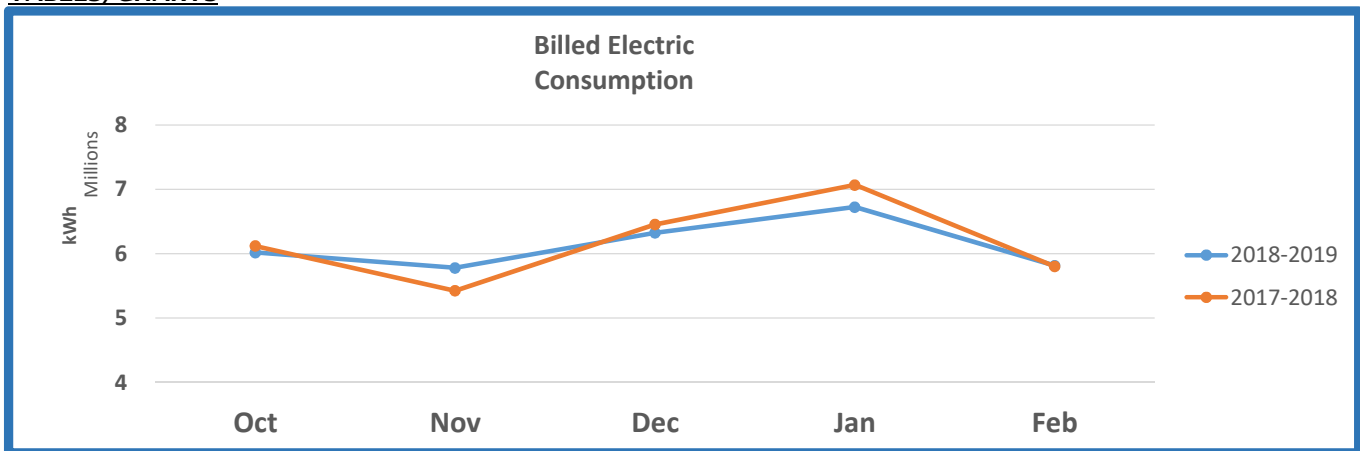
ORIGINAL ANNUAL BUDGET



CURRENT RESULTS COMPARISON

	ANNUAL BUDGET	ACTUAL YTD FEB 2019	% OF BUDGET	PRIOR YR YTD FEB 2018	VARIANCE OVER PY	% OVER PY
REV (less cogs and fund bal)	\$ 3,859,500	\$ 1,517,010	39.31%	\$ 1,528,103	\$ (11,093)	-0.73%
EXP (less cogs and cap xfers)	3,432,215	1,289,663	37.58%	1,269,738	19,925	1.57%
PROFIT (LOSS)	\$ 427,285	\$ 227,347	53.21%	\$ 258,365	\$ (31,018)	-12.01%

TABLES/CHARTS



YTD Billed Consumption:

Oct18 - Feb19	30,660,937
Oct 17 -Feb18	30,866,327
ytd variance	(205,390)
	-0.67%

**ELECTRIC FUND
REVENUES AND EXPENSES
YTD FEBRUARY 2019**

% of year completed: 41.67

	ANNUAL BUDGET 2018-2019		ACTUAL YTD FEB 2019	% OF BUDGET	PRIOR YEAR YTD FEB 2018		VARIANCE OVER PY	% OVER PY	
REVENUE									
Electric Sales	\$	8,384,000	\$	3,373,240	\$	3,390,580	\$	(17,340)	
Cost of Power		4,716,000		1,931,344		1,938,554		(7,210)	
Net Sales		3,668,000		1,441,896	39.31%	1,452,026		(10,130) -0.70%	
Penalties		113,000		39,302	34.78%	62,602		(23,300) -37.22% A	
Electric Connects		3,000		21,705	723.49%	8,796		12,909 146.76% B	
Pole Rental		47,000		-	0.00%	-		-	
Other Revenue		15,000		5,555	37.03%	4,346		1,209 27.82%	
Interest Income		3,500		8,552	244.33%	333		8,219 2467.44%	
Transfer from HOT		10,000		-	0.00%	-		-	
Use of Fund Balance		75,000		15,857	21.14%	5,243		10,614 202.43% C	
Total Revenue	\$	3,934,500	\$	1,532,867	38.96%	\$	1,533,346	\$	(479) -0.03%
Total Revenue less fund balance	\$	3,859,500	\$	1,517,010	39.31%	\$	1,528,103	\$	(11,093) -0.73%
EXPENSES									
Personnel Costs	\$	914,519	\$	356,394	38.97%	\$	332,163	\$	24,231 7.30% D
Supplies		87,000		31,899	36.66%	32,554		(656)	-2.01%
Repairs & Maintenance		195,000		51,018	26.16%	38,633		12,385	32.06% E
Services		75,150		29,618	39.41%	26,470		3,148	11.89%
Transfer to Self-funded equipment		44,917		18,715	41.67%	27,643		(8,928)	-32.30%
Community Outreach		85,200		44,404	52.12%	54,421		(10,016)	-18.41% F
Capital Outlay		80,000		10,036	12.54%	7,561		2,475	32.73%
Transfer to Capital Project Fund		75,000		15,857	21.14%	5,243		10,614	202.43% C
Transfers to Debt Service		47,229		19,679	41.67%	20,231		(552)	-2.73%
Transfer to GF - ROI		1,520,000		583,876	38.41%	587,836		(3,960)	-0.67%
Transfer to GF- Admin Allocation		353,743		134,103	37.91%	131,267		2,836	2.16%
Transfer to GF- Shop Allocation		29,457		9,921	33.68%	10,958		(1,037)	-9.47%
Total Expenses	\$	3,507,215	\$	1,305,520	37.22%	\$	1,274,981	\$	30,539 2.40%
Total Expenses less xfers to capital project	\$	3,432,215	\$	1,289,663	37.58%	\$	1,269,738	\$	19,925 1.57%
Net Profit (Loss)	\$	427,285	\$	227,347	53.21%	\$	258,365	\$	(31,018) -12.01%

A Penalties are down mainly because our largest commercial customer paid late fees in December and January of the prior year.

B Connects are up due to payment received in February for Burger King/Captain D's and 401 Industrial Ave.

C Fund Balance is used to offset transfers to the Capital Project Fund; net effect to operations is \$0.

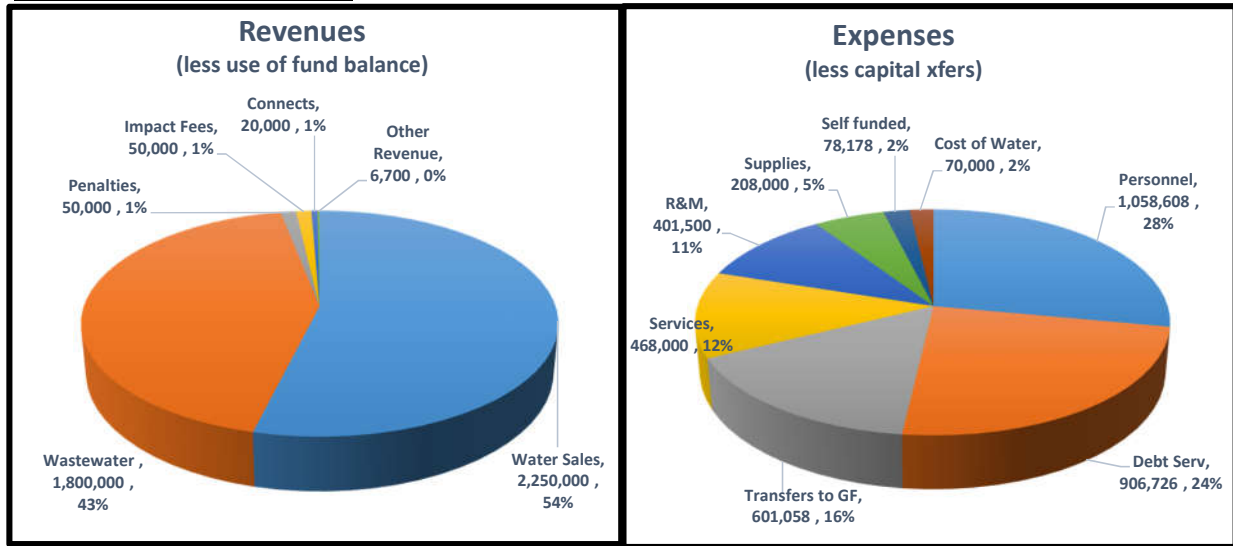
D Budgeted personnel increases; tracking well with budget.

E Timing difference - Software maintenance agreements with Elster and Electsolve were paid earlier this year than last year.

F Last year was the final year the City was obligated under the Operating Agreement with the YMCA to provide them with a \$10,000 utility credit.

WATER/WW FUND DASHBOARD

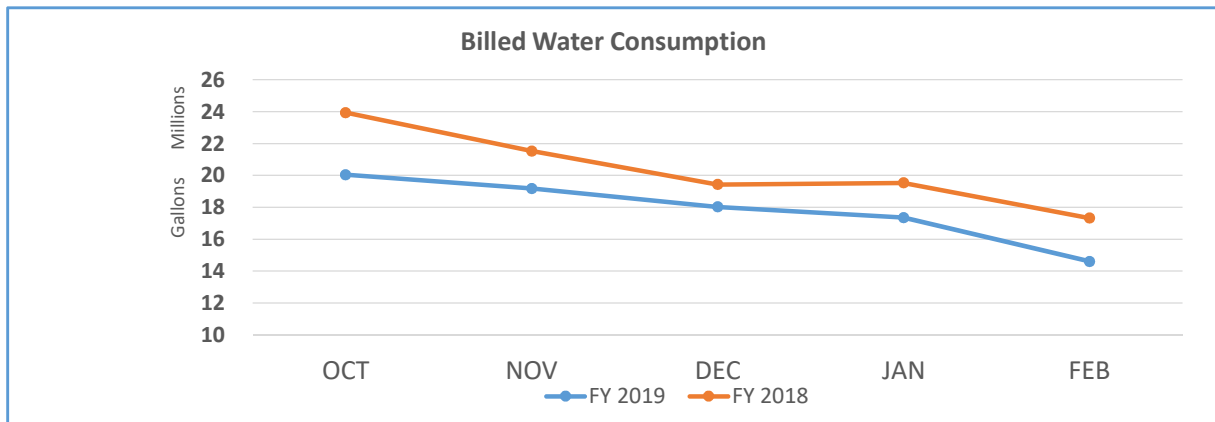
ORIGINAL ANNUAL BUDGET



CURRENT RESULTS COMPARISON

	ANNUAL BUDGET	ACTUAL YTD FEB 2019	% OF BUDGET	PRIOR YR YTD FEB 2018	VARIANCE OVER PY	% OVER PY
REV (less use of fund bal)	\$ 4,176,700	\$ 1,620,848	38.81%	\$ 1,646,179	\$ (25,331)	-1.54%
EXP (less capital xfers)	3,792,070	1,526,114	40.24%	1,455,435	70,680	4.86%
PROFIT (LOSS)	\$ 384,630	\$ 94,734	24.63%	\$ 190,745	\$ (96,011)	-50.33%

TABLES/CHARTS



YTD Billed Consumption:

Oct18 - Feb19	89,201,589
Oct 17 -Feb18	101,754,708
ytd variance	(12,553,119)
	-12.34%

**WATER W/W FUND
REVENUES AND EXPENSES
YTD FEBRUARY 2019**

% of year completed: 41.67

	ANNUAL BUDGET 2018-2019	ACTUAL YTD FEB 2019	% OF BUDGET	PRIOR YEAR YTD FEB 2018	VARIANCE OVER PY	% OVER PY
REVENUE						
Water Sales	\$ 2,250,000	\$ 811,468	36.07%	\$ 860,598	\$ (49,130)	-5.71% A
Wastewater Sales	1,800,000	762,433	42.36%	747,054	15,379	2.06% B
Penalties	50,000	19,232	38.46%	22,830	(3,598)	-15.76%
Water/Sewer Connects	20,000	13,025	65.13%	13,056	(31)	-0.23%
Irrigation Revenue	2,500	2,250	90.00%	1,095	1,155	105.48%
Other Revenue	3,000	2,073	69.09%	963	1,109	115.16%
Interest Income	1,200	10,368	864.02%	584	9,785	1676.36%
Use Impact Fees	50,000	-	0.00%	-	-	
Use of Fund Balance	125,000	-	0.00%	-	-	
Total Revenue	\$ 4,301,700	\$ 1,620,848	37.68%	\$ 1,646,179	\$ (25,331)	-1.54%
<i>Total Revenue less fund balance</i>	<i>\$ 4,176,700</i>	<i>\$ 1,620,848</i>	<i>38.81%</i>	<i>\$ 1,646,179</i>	<i>\$ (25,331)</i>	<i>-1.54%</i>
EXPENSES						
Personnel Costs	\$ 1,058,608	\$ 441,056	41.66%	\$ 430,391	\$ 10,666	2.48%
Supplies	208,000	76,773	36.91%	77,738	(965)	-1.24%
Repairs & Maintenance	401,500	179,818	44.79%	127,240	52,578	41.32% C
Services	468,000	160,024	34.19%	148,202	11,822	7.98%
Transfer to Self-funded equipment	78,178	32,574	41.67%	17,596	14,978	85.12% D
Cost of Water	70,000	26,142	37.35%	29,328	(3,186)	-10.86%
Transfers to Capital Fund	125,000	-	0.00%	-	-	
Capital Outlay	-	-		11,809	(11,809)	-100.00% E
Transfers to Debt Service	906,726	377,803	41.67%	378,441	(639)	-0.17%
Transfer to GF - In Lieu of Property Tax	126,801	48,625	38.35%	49,385	(759)	-1.54%
Transfer to GF - In Lieu of Franchise	211,335	81,042	38.35%	82,308	(1,266)	
Transfer to GF- Admin Allocation	233,466	92,335	39.55%	92,038	297	0.32%
Transfer to GF- Shop Allocation	29,456	9,921	33.68%	10,958	(1,037)	-9.47%
Total Expenses	\$ 3,917,070	\$ 1,526,114	38.96%	\$ 1,455,435	\$ 70,680	4.86%
<i>Total Expenses less xfers to capital project</i>	<i>\$ 3,792,070</i>	<i>\$ 1,526,114</i>	<i>40.24%</i>	<i>\$ 1,455,435</i>	<i>\$ 70,680</i>	<i>4.86%</i>
Net Profit (Loss)	\$ 384,630	\$ 94,734	24.63%	\$ 190,745	\$ (96,011)	-50.33%

A Water sales are down due to increased rain and decreased water consumption.

B Wastewater sales are based on the prior year's averaged consumption during the winter.

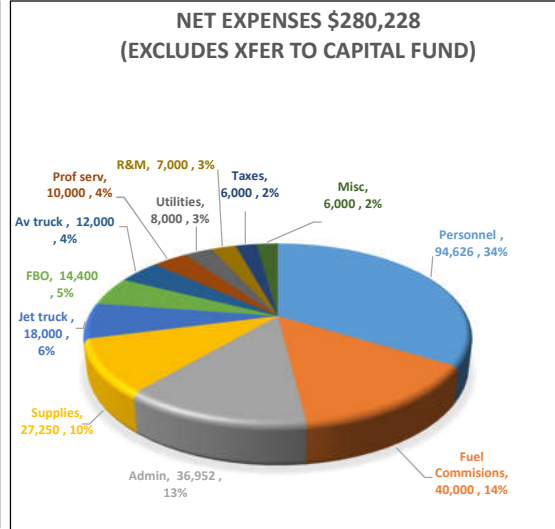
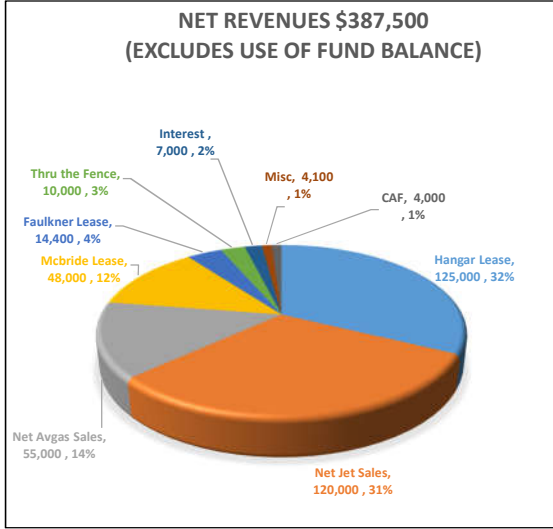
C Up due to repairs for Inks Lake HSP2 Water Pump, RAS pump#2 at the Sewer Plant and for the pump at the Ranch lift station.

D Increased for new equipment purchases but on track with budget

E During the previous year, replaced high service pump at water plant.

AIRPORT FUND DASHBOARD

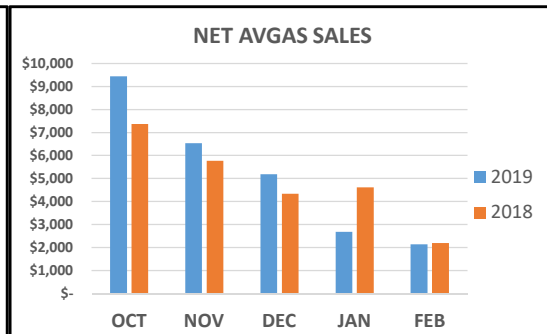
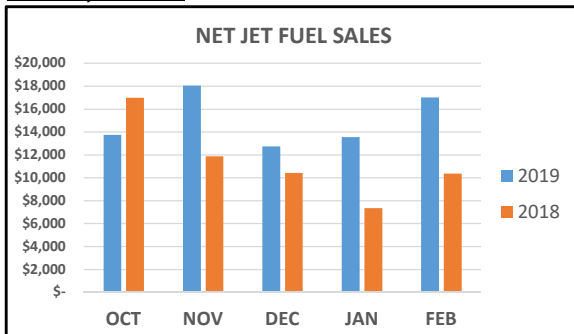
ORIGINAL ANNUAL BUDGET



CURRENT RESULTS COMPARISON

	ANNUAL BUDGET	ACTUAL YTD FEB 2019	% OF BUDGET	PRIOR YR YTD FEB 2018	VARIANCE OVER PY	% OVER PY
REV (less fuel purchases fund bal)	\$ 387,500	\$ 187,109	48.29%	\$ 163,283	\$ 23,826	14.59%
EXP (less fuel purchases fund bal)	280,228	112,798	40.25%	116,303	(3,505)	-3.01%
PROFIT (LOSS)	\$ 107,272	\$ 74,311	69.27%	\$ 46,980	\$ 27,331	58.18%

TABLES/CHARTS



	2019	2018
Jet Sales	\$ 162,139.62	\$ 131,245.26
Jet Purchases	87,001.32	74,215.72
Profit	\$ 75,138.30	\$ 57,029.54
%	46.34%	43.45%

Jet Gallons Sold:	
2019	35,033
2018	35,149
Increase(decrease)	(117)
	-0.33%

	2019	2018
AvSales	\$ 75,677.77	\$ 89,526.81
Av Purchases	49,708.98	65,221.62
Profit	\$ 25,968.79	\$ 24,305.19
%	34.31%	27.15%

Avgas Gallons Sold:	
2019	16,020
2018	22,068
Increase(decrease)	(6,049)
	-27%

**AIRPORT FUND
REVENUES AND EXPENSES
YTD FEBRUARY 2019**

% of year completed: 41.67

	ANNUAL BUDGET 2018-2019	ACTUAL YTD FEB 2019	% OF BUDGET	PRIOR YEAR* YTD FEB 2018	VARIANCE OVER PY	% OVER PY
REVENUE						
Av Gas Sales	\$ 255,000	\$ 75,678		\$ 89,527	\$ (13,849)	
Av Gas Purchases	200,000	49,709		65,222	(15,513)	
Net Sales	55,000	25,969	47.22%	24,305	1,664	6.84%
Jet Gas Sales	325,000	162,140		131,245	30,894	
Jet Gas Purchases	205,000	87,001		74,216	12,786	
Net Sales	120,000	75,138	62.62%	57,030	18,109	31.75% A
Contributions/Misc Rev	-	275		59	216	366.26%
Sign Rental Revenue	900	-	0.00%	-	-	
Penalties	1,000	400	40.00%	150	250	166.67%
All Hangar Lease	125,000	52,767	42.21%	52,469	298	0.57%
CAF Admissions	4,000	1,823	45.58%	1,823	-	0.00%
McBride Lease	48,000	19,291	40.19%	19,291	(0)	0.00%
Thru the Fence Lease	10,000	-	0.00%	-	-	
Airport Parking Permit	2,200	120	5.45%	120	-	0.00%
Hanger Lease - Faulkner	14,400	6,000	41.67%	6,000	-	0.00%
Interest Earned	7,000	5,325	76.07%	2,036	3,289	161.56%
Use of Fund Balance	450,000	47,053	10.46%	-	47,053	B
Total Revenue	\$ 837,500	\$ 234,161	27.96%	\$ 163,283	\$ 70,879	43.41%
<i>Total Revenue less fund balance</i>	<i>\$ 387,500</i>	<i>\$ 187,109</i>	<i>48.29%</i>	<i>\$ 163,283</i>	<i>\$ 23,826</i>	<i>14.59%</i>
EXPENSES						
Personnel Costs	\$ 94,626	\$ 40,016	42.29%	\$ 36,929	\$ 3,086	8.36%
Supplies	27,250	7,703	28.27%	7,468	235	3.15%
Repairs & Maintenance	7,000	135	1.93%	5,550	(5,415)	-97.57%
Contract Labor - FBO	14,400	6,000	41.67%	6,000	-	0.00%
Commission on Fuel Sal	40,000	12,763	31.91%	14,304	(1,541)	-10.77%
Schools/Seminars	2,000	-	0.00%	-	-	
Insurance & Bonds	4,000	13,717	342.91%	407	13,310	3274.29% C
Professional Services	10,000	42	0.42%	-	42	
Property Taxes	6,000	4,461	74.35%	4,219	242	5.73%
Utilities	8,000	3,220	40.25%	3,521	(301)	-8.56%
Av fuel truck lease	12,000	4,000	33.33%	5,000	(1,000)	-20.00%
Jet fuel truck lease	18,000	5,600	31.11%	7,000	(1,400)	-20.00%
Transfers to Debt Service	-	-		10,948	(10,948)	D
Transfers to Airport Capital fund	450,000	47,053	10.46%	-	47,053	B
Admin Allocation	36,952	15,142	40.98%	14,957	185	1.24%
Total Expenses	\$ 730,228	\$ 159,850	21.89%	\$ 116,303	\$ 43,548	37.44%
<i>Total Expense less xfers to capital project</i>	<i>\$ 280,228</i>	<i>\$ 112,798</i>	<i>40.25%</i>	<i>\$ 116,303</i>	<i>\$ (3,505)</i>	<i>-3.01%</i>
Net Profit (Loss)	\$ 107,272	\$ 74,311	69.27%	\$ 46,980	\$ 27,331	58.18%

*Restated prior year to exclude the Ramp Grant revenues and expenses in order to be consistent with current year budget change to move the Ramp Grant activity to the capital fund.

A Jet fuel sales are up due to increased margins.

B Fund Balance is used to offset transfers to the Capital Project Fund; net effect to operations is \$0.

C Up because coverage for the runway was added to the insurance policy and the City was charged for both the current and prior year cost.

D Down because the airport debt was paid off during the previous year.

**OTHER FUNDS
REVENUES AND EXPENSES
YTD FEBRUARY 2019**

	ANNUAL BUDGET 2018-2019	ACTUAL YTD FEB 2019	% OF BUDGET	PRIOR YEAR YTD FEB 2018	VARIANCE OVER PY	% OVER PY
HOTEL/MOTEL FUND						
Revenues	\$ 175,475	\$ 94,042	53.59%	\$ 92,227	\$ 1,815	1.97%
Expenses	168,927	32,610	19.30%	45,045	(12,436)	-27.61%
Net Profit (Loss)	<u>\$ 6,548</u>	<u>\$ 61,433</u>		<u>\$ 47,182</u>	<u>\$ 14,251</u>	
BEDC						
Revenues	\$ 3,496,500	\$ 1,587,138	45.39%	\$ 561,472	\$ 1,025,666	182.67%
Expenses	2,618,104	1,164,766	44.49%	401,726	763,040	189.94%
Net Profit (Loss)	<u>\$ 878,396</u>	<u>\$ 422,373</u>		<u>\$ 159,746</u>	<u>\$ 262,627</u>	
SELF FUNDED EQUIPMENT FUND						
Revenues	\$ 812,646	\$ 385,649	47.46%	\$ 323,731	\$ 61,918	19.13%
Expenses	880,200	89,819	10.20%	334,327	(244,508)	-73.13%
Net Profit (Loss)	<u>\$ (67,554)</u>	<u>\$ 295,830</u>		<u>\$ (10,597)</u>	<u>\$ 306,426</u>	
DEBT SERVICE FUND						
Revenues	\$ 1,673,956	\$ 397,827	23.77%	\$ 409,991	\$ (12,164)	-2.97%
Expenses	1,673,956	746,306	44.58%	747,723	(1,417)	-0.19%
Net Profit (Loss)	<u>\$ -</u>	<u>\$ (348,479)</u>		<u>\$ (337,732)</u>	<u>\$ (10,747)</u>	
INTEREST & SINKING DEBT FUND						
Revenues	\$ 1,030,327	\$ 305,761	29.68%	\$ 330,234	\$ (24,473)	-7.41%
Expenses	1,030,327	175,972	17.08%	174,854	1,118	0.64%
Net Profit (Loss)	<u>\$ -</u>	<u>\$ 129,789</u>		<u>\$ 155,380</u>	<u>\$ (25,591)</u>	

**CITY OF BURNET
CASH AND INVESTMENT REPORT
AS OF FEBRUARY 2019**

Acct #	Bank	Account Name	Account Type	Balance February 2019	Date Purchased	Maturity Date	Interest Rate
Unrestricted Accounts							
984/2410	FSB	Operating Cash Less Claim on Cash for Airport	Checking	\$ 5,205,453.62 (141,412.46)	N/A	N/A	0.10 %
2329	FSB	Golf Course Petty Cash	Checking	1,688.86	N/A	N/A	— %
2535	FSB	Operating Reserve	M/M	384,645.70	N/A	N/A	0.20 %
2352	FSB	Delaware Springs-Credit Card Acct	Checking	-	N/A	N/A	— %
2378	FSB	Airport - Credit Card Acct	Checking	-	N/A	N/A	— %
2386	FSB	Utility - Credit Card Acct	Checking	-	N/A	N/A	— %
2469	FSB	Court - Credit Card Acct	Checking	-	N/A	N/A	— %
2711100002	TexPool	Operating Reserve	Investment	2,045,271.96	N/A	N/A	1.8896 %

Total Unrestricted \$ 7,495,647.68

75 Day Reserve Requirement	3,160,200.00
Unrestricted Cash over 75 day reserve	<u>\$ 4,335,447.68</u>
90 Day Reserve Requirement	3,792,847.00
Unrestricted Cash over 90 day reserve	<u>\$ 3,702,800.68</u>

Restricted by Council Action

2711100004	TexPool	Capital Reserve	Investment	\$ 451,926.58	N/A	N/A	1.8896 %
Total Restricted by Council				<u>\$ 451,926.58</u>			

Restricted by Purpose or Law

Acct #	Bank	Account Name	Account Type	Balance February 2019	Date Purchased	Maturity Date	Interest Rate
1453	FSB	Bond Reserve	M/M	\$ 59,137.75	N/A	N/A	0.20 %
2188	FSB	Self Funded Equipment	M/M	854,496.91	N/A	N/A	0.20 %
2402	FSB	Hotel / Motel	M/M	88,539.23	N/A	N/A	0.20 %
2711100005	TexPool	Hotel / Motel	Investment	101,611.25	N/A	N/A	1.8896 %
2451	FSB	Construction Account	Checking	104,884.47	N/A	N/A	— %
2485	FSB	PD Seizure	M/M	2,960.20	N/A	N/A	0.20 %
2493	FSB	Municipal Court Special Revenue	M/M	46,014.09	N/A	N/A	0.20 %
2519	FSB	Impact Fees - Water	M/M	88,425.21	N/A	N/A	0.20 %
2543	FSB	Airport Reserve Plus Airport Claim on Cash	M/M	79,807.11 141,412.46	N/A	N/A	0.20 %
2711100009	TexPool	Airport Reserve	Investment	560,128.98	N/A	N/A	1.8896 %
2568	FSB	Benevolent Fund	Checking	-	N/A	N/A	— %
2576	FSB	Interest & Sinking Acct	M/M	203,977.79	N/A	N/A	0.20 %
2584	FSB	Impact Fees - Wastewater	M/M	37,577.89	N/A	N/A	0.20 %
2592	FSB	BEDC	Super NOW	518,725.62	N/A	N/A	0.10 %
2711100008	TexPool	BEDC Project Fund	Investment	1,010,761.06	N/A	N/A	1.8896 %
2711100010	TexPool	BEDC	Investment	810,897.62	N/A	N/A	1.8896 %
2634	FSB	Benefit Trust Account	M/M	-	N/A	N/A	— %
2675	FSB	Police Department Explorer Program	M/M	6,276.69	N/A	N/A	— %
2691	FSB	Fire Department Explorer Program	M/M	2,351.16	N/A	N/A	0.20 %
3012	FSB	Franchise Fee Account	Super NOW	82,853.01	N/A	N/A	0.10 %
58776	FSB	Fire Dept. Community Acct	M/M	14,619.89	N/A	N/A	— %
2711100007	TexPool	TWDB	Investment	67,049.32	N/A	N/A	1.8896 %
2711100006	TexPool	TWDB City of Burnet, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2010	Investment	40,708.06	N/A	N/A	1.8896 %
143033000	US Bank	Escrow Account	Investment	3,128.89	N/A	N/A	0.34 %
82-020-01-0	Bank of	City of Burnet Ctsr 2012 TWDB Escrow	Investment	268,884.33	N/A	N/A	0.3700 %
62315	FSB	BEDC Bond Fund		63,109.99	N/A	N/A	
62364	FSB	BEDC Project Fund	Investment	-	N/A	N/A	
Total Restricted Cash				<u>\$ 5,258,338.98</u>			

Total All Cash \$ 13,205,913.24

**CITY OF BURNET
CAPITAL PROJECT FUNDING REPORT
YTD FEBRUARY 2019**

GENERAL CAPITAL PROJECT FUND					
DESCRIPTION	TOTAL COST	2018-2019 BUDGET	YTD FEBRUARY ACTUAL	%	BALANCE FOR 2018-2019
<u>CAPITAL PROJECTS:</u>					
Police Department Facility	\$ 5,200,000	\$ 2,973,000	\$ 37,602	1%	\$ 2,935,398
HCHS Animal Shelter	10,000	10,000	6,662	67%	3,338
Public Safety Mobile CAD	95,000	95,000	14,665	15%	80,335
					-
Security Upgrade EMS Nar	30,000	30,000	10,735	36%	19,265
New Tank on Water Truck	30,000	30,000	-	0%	30,000
Burn Building / Training	130,000	130,000	-	0%	130,000
					-
Street Overlay - JHP	200,000	200,000	122,359	61%	77,641
Street Overlay	200,000	200,000	48,838	24%	151,162
					-
Community Center Stage	30,000	30,000	-	0%	30,000
Park Improvements	200,000	200,000	107,699	54%	92,301
GHRC Capital Maintenance	50,000	50,000	-	0%	50,000
	6,175,000	3,948,000	348,561	9%	3,599,439
<u>OTHER PROJECTS:</u>					
LOAN DEFEASANCE	716,000	716,000	-	0%	716,000
DEVELOPMENT SERVICES STAFFING	44,000	44,000	44,000	100%	-
	760,000	760,000	44,000	6%	716,000
					-
	\$ 6,935,000	\$ 4,708,000	\$ 392,561	8%	\$ 4,315,439

BALANCE TO BE FUNDED FROM:		
\$1,485,000 OPERATING RESERVES	\$3,223,000 OTHER SOURCES	TOTAL
\$ -	\$ 2,935,398	\$ 2,935,398
3,338	-	3,338
80,335	-	80,335
		-
19,265	-	19,265
30,000	-	30,000
80,000	50,000	130,000
		-
-	77,641	77,641
151,162	-	151,162
		-
30,000	-	30,000
92,301	-	92,301
50,000	-	50,000
536,401	3,063,038	3,599,439
		-
716,000	-	716,000
-	-	-
716,000	-	716,000
		-
\$ 1,252,401	\$ 3,063,038	\$ 4,315,439

GOLF COURSE CAPITAL PROJECT FUND					
DESCRIPTION	TOTAL COST	2018-2019 BUDGET	YTD FEBRUARY ACTUAL	%	BALANCE FOR 2018-2019
<u>CAPITAL PROJECTS:</u>					
C/O - Course Improvement - Includes new control panel for irrigation pump house, replacement of irrigation heads and valves, and new sodding around irrigation heads and other areas as needed.	\$ 100,000	\$ 100,000	\$ 61,823	62%	\$ 38,178

BALANCE TO BE FUNDED FROM:		
\$100,000 OPERATING RESERVES	\$0 OTHER SOURCES	TOTAL
\$ 38,178	\$ -	\$ 38,178

ELECTRIC CAPITAL PROJECT FUND					
DESCRIPTION	TOTAL COST	2018-2019 BUDGET	YTD FEBRUARY ACTUAL	%	BALANCE FOR 2018-2019
<u>CAPITAL PROJECTS:</u>					
Subdivision Electrical Costs	\$ 150,000	\$ 150,000	\$ 79,586	53%	\$ 70,414

BALANCE TO BE FUNDED FROM:		
\$75,000 OPERATING RESERVES	\$75,000 OTHER SOURCES	TOTAL
\$ 27,068	\$ 43,346	\$ 70,414

W/WW CAPITAL PROJECT FUND					
DESCRIPTION	TOTAL COST	2018-2019 BUDGET	YTD FEBRUARY ACTUAL	%	BALANCE FOR 2018-2019
<u>CAPITAL PROJECTS:</u>					
Water System Improvements - Wofford	\$ 50,000	\$ 50,000	\$ -	0%	\$ 50,000
SSS Line Improvements - Proj F	250,000	250,000	241,745	97%	8,255
SSS Line Improvements - Proj E	820,000	820,000	346,864	0%	473,136
Manholes - Proj B	400,000	400,000	5,445	1%	394,555
LCRA Composting Facility	75,000	75,000	-	0%	75,000
	\$ 1,595,000	\$ 1,595,000	\$ 594,054	37%	\$ 1,000,946

BALANCE TO BE FUNDED FROM:		
\$ 595,000 OPERATING RESERVES	\$1,000,000 OTHER SOURCES	TOTAL
\$ 50,000	\$ -	\$ 50,000
	8,255	8,255
470,000	3,136	473,136
	394,555	394,555
75,000	-	75,000
\$ 595,000	\$ 405,946	\$ 1,000,946

**CITY OF BURNET
CAPITAL PROJECT FUNDING REPORT
YTD FEBRUARY 2019**

AIRPORT CAPITAL PROJECT FUND					
DESCRIPTION	TOTAL COST	2018-2019 BUDGET	YTD FEBRUARY ACTUAL	%	BALANCE FOR 2018-2019
CAPITAL PROJECTS:					
RAMP GRANT EXPENDITURES	\$ 100,000	\$ 100,000	\$ 22,917	23%	\$ 77,083
PURCHASE AIRPORT PROPERTY	400,000	400,000	23,207	6%	376,793
RUNWAY REPAIRS	-	-	-	-	-
	<u>\$ 500,000</u>	<u>\$ 500,000</u>	<u>\$ 46,124</u>	<u>9%</u>	<u>\$ 453,876</u>

BALANCE TO BE FUNDED FROM:		
\$0 OPERATING RESERVES	\$500,000 OTHER SOURCES	TOTAL
\$ -	\$ 77,083	\$ 77,083
-	376,793	376,793
-	-	-
<u>\$ -</u>	<u>\$ 453,876</u>	<u>\$ 453,876</u>

TOTAL CAPITAL/OTHER PROJECTS					
	2018-2019 BUDGET	YTD FEBRUARY ACTUAL	%	BALANCE FOR 2018-2019	
TOTAL CAPITAL/OTHER PROJECTS	\$ 7,053,000	\$ 1,174,147	17%	\$ 5,878,853	
TRANSFER TO CAPITAL EQUIPMENT RESERVES	500,000	-	0%	500,000	
TOTAL CAPITAL/OTHER	<u>\$ 7,553,000</u>	<u>\$ 1,174,147</u>	<u>16%</u>	<u>\$ 6,378,853</u>	

BALANCE TO BE FUNDED FROM:		
OPERATING RESERVES	OTHER SOURCES	TOTAL
\$ 1,912,646	\$ 3,966,206	\$ 5,878,853
500,000	-	500,000
<u>\$ 2,412,646</u>	<u>\$ 3,966,206</u>	<u>\$ 6,378,853</u>

FUNDING:

USE OF FUND BALANCE	\$ 2,755,000
OTHER SOURCES	4,798,000
	<u>\$ 7,553,000</u>