



NOTICE OF MEETING OF THE GOVERNING BODY OF THE CITY OF BURNET

Notice is hereby given that a **Regular City Council Meeting** will be held by the governing body of the City of Burnet on the **13th day of December, 2022** at **6:00 p.m.**, in the City of Burnet Council Chambers located at 2402 S. Water Street (Hwy. 281 South, Burnet Municipal Airport) Burnet, TX.

The City of Burnet City Council Meeting will be available for live viewing via the following media connections.

City of Burnet Facebook Page: <https://www.facebook.com/cityofburnet>

City of Burnet Website via Zoom as follows:

<https://us02web.zoom.us/j/81278669602>

Or One tap mobile :

US: 8778535257,,81278669602# (Toll Free) or 8884754499,,81278669602# (Toll Free)

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: 877 853 5257 (Toll Free) or 888 475 4499 (Toll Free)

Webinar ID: 812 7866 9602

International numbers available: <https://us02web.zoom.us/j/81278669602>

The Zoom connection is a live broadcast viewing option only. The option for comments will not be available.

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

The following subjects will be discussed, to wit:

CALL TO ORDER:

ROLL CALL:

INVOCATION:

PLEDGES (US & TEXAS):

1. SPECIAL REPORTS/RECOGNITION:

1.1) Street Department Quarterly Report: E. Belaj

1.2) Fire Department Quarterly Report: M. Ingram

2. CONSENT AGENDA:

2.1) Approval of the November 8, 2022 Special City Council Meeting minutes

3. PUBLIC HEARINGS/ACTION:

3.1) Public Hearing and consideration of the following: adoption and amendments of the Zoning Ordinance and zoning classifications presented by Leslie Kimbler, City Planner

A) FIRST READING OF AN ORDINANCE AMENDING CITY OF BURNET CODE OF ORDINANCES, CHAPTER 118 (ENTITLED "ZONING") FOR THE PURPOSE OF AMENDING THE MUNICIPAL GOLF COURSE VEGETATIVE BUFFER DEFINITIONS AND REQUIREMENTS; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: H. Erkan Jr.

(1) Staff Presentation: H Erkan, Jr.

(2) Public Hearing:

(3) Consideration and action:

4. ACTION ITEMS:

4.1) Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING CITY OF BURNET CODE OF ORDINANCES, CHAPTER 118 (ENTITLED "ZONING") BY AMENDING SEC. 118-26 (ENTITLED "SINGLE FAMILY RESIDENTIAL ESTATE – DISTRICT 'R-1 E'") BY PROVIDING FOR A ONE-ACRE MINIMUM LOT SIZE AND 2100 SQUARE FOOT MINIMUM LIVING AREA SIZE IN ZONING DISTRICTS CLASSIFIED AS SINGLE-FAMILY RESIDENTIAL ESTATE—DISTRICT "R-1 E"; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: H. Erkan, Jr.

4.2) Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE AMENDING CITY OF BURNET CODE OF ORDINANCES, CHAPTER 118 (ENTITLED "ZONING") SECTION 118-22 (ENTITLED ZONING OF ANNEXED AREAS") BY AUTOMATICALLY CLASSIFYING NEWLY ANNEXED TERRITORY AS RESIDENTIAL DISTRICT "R-1E" SINGLE-FAMILY ESTATE; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES;

PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: H. Erkan, Jr.

4.3) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING THE PROVISION OF WATER TAPS AND METERS FOR THREE HOUSEHOLDS LOCATED IN THE EXTRATERRITORIAL JURISDICTION AND AUTHORIZING THE MAYOR'S EXECUTION OF SAID INSTRUMENTS ON BEHALF OF THE CITY. H. Erkan, Jr.

4.4) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING A CONTRACT FOR FIXED BASE OPERATION SERVICES WITH CROSBY FLYING SERVICES LLC FOR THE BURNET MUNICIPAL AIRPORT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT; AND TERMINATING THE INTERIM FIXED BASE OPERATION SERVICES CONTRACT: A. Feild

4.5) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS ESTABLISHING A COMMITTEE TO MAKE RECOMMENDATIONS RELATING TO THE SELECTION OF COMMUNITY DEVELOPMENT FUND GRANT PROJECTS FOR THE 2023-24 CYCLE YEAR AND TO THE SELECTION OF CONSULTANTS TO ASSIST WITH THE GRANT ADMINISTRATION; ENGINEERING/ARCHITECTURAL/SURVEYING SERVICES; AND APPOINTING UP TO THREE CITY COUNCIL MEMBERS TO THE COMMITTEE: A. Field

4.6) Discuss and consider action: Appoint members to Street Committee and approve partial street project list: E. Belaj

4.7) Discuss and consider action: Authorization and approval to purchase three (3) 2023 Chevy Tahoe's for the Police Department and a 2023 Chevy 1500: B. Lee

4.8) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, FOR NOMINATION OF A BOARD MEMBER FOR THE BURNET COUNTY CENTRAL APPRAISAL DISTRICT: D. Vaughn

4.9) Discuss and consider action: Direction to Staff pertaining to the Fire Department Engine 3 vehicle: M. Ingram

5. CONVENE TO EXECUTIVE SESSION:

5.1) Executive Session: Pursuant to Section 551.072 Texas Government Code City Council shall convene in executive session to: (i) deliberate the purchase, exchange, lease, or value of real property in order to minimize the detrimental effect of such discussion in open session on the position of City Council in negotiations with third parties: 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.

6. RECONVENE TO REGULAR SESSION FOR POSSIBLE ACTION:

6.1) Discuss and consider action: Regarding deliberations of the purchase, exchange, lease, or value of real property: D. Vaughn

7. REQUESTS FROM COUNCIL FOR FUTURE REPORTS: In accordance with Resolution 2020-28 Council Members may request the City Manager to prepare and present future reports on matter of public interest.

8. ADJOURN:

Dated this 9th day of December, 2022

City of Burnet

Mayor Crista Goble Bromley

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 December 9, 2022 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 of Burnet Council Chambers is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services, such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's office (512.756.6093) at least two working days prior to the meeting. Requests for information may be faxed to the City Secretary at 512.756.8560.

RIGHT TO ENTER INTO EXECUTIVE SESSION:

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



City of Burnet Streets / Parks Update

NOVEMBER 14, 2022

Street Maintenance and Reconstruction



First use of the new Planer
attachment on the John Deere
333G skid steer

Collaboration with Burnet
County repairing a lane of
Shady Oak Road (FM 963
to school entrance)

County Interlocal agreement

- ▶ Shady Oak (Lamon to Johnson)
- ▶ Remove chip seal (in-house staff)
- ▶ Regrade surface (in-house staff)
- ▶ Pave (County/City participation)



County Interlocal Agreement Continued

- ▶ North Rhomberg (SH 29 to Taggard)
- ▶ Point repair of failures (City staff)
- ▶ Edge mill with skid steer and planer attachment (City staff)
- ▶ Overlay (County / City participation)



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- # Burnet Co ILA
- ## Street Paving Agreement



Woodland Drainage Project (Wofford to Adams portion)

- Excavate channel
- Set forms and steel
- Pour bottom
- Set forms and steel on slopes
- Pour slopes / sides
- Back fill slopes
- Install Grass / Sod



Storm Response / Trees blocking roadways

- Geneva @ Wofford
- Briar @Main



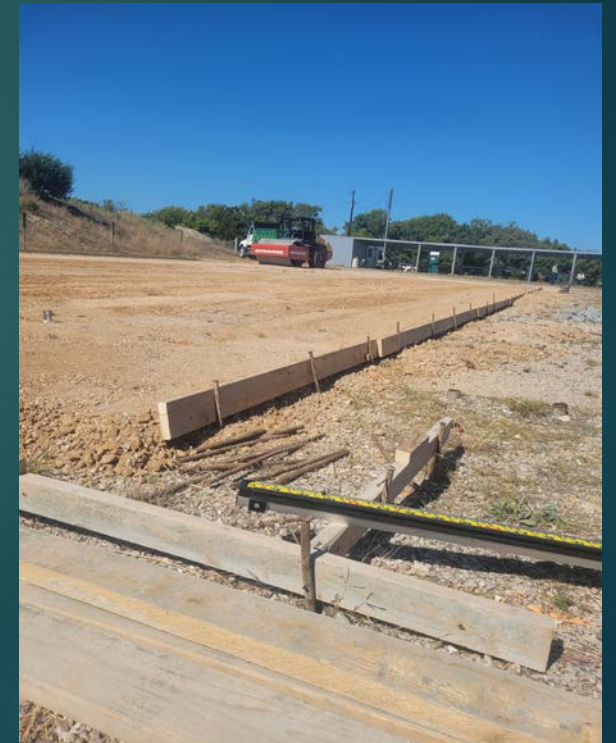
Inter-departmental assistance requests

Efficient use of staff time on rain days, between projects and during project delays

Demo of offices in airport hangar
Salvaged 2x4 lumber to be used for
concrete forms



Grade, Form and Pour concrete
For Police Department at shooting range.
Utilized salvaged lumber from hangar
for forms!



New Crack sealer and Tack Oil Trailer!

Heated asphalt distributor 300 (right)

Used for applying

- emulsion asphalts
- tack coats
- asphalt cutbacks
- rejuvenators and more!



Crack Pro TR 125 DA heated hose and 100 CFM air compressor (front) Used to clean and fill cracks in City owned roads and parking lots

Crack sealing prevents damage from water intruding through the pavement and into the sub-base!



Haley Nelson Park

Training Day
November 8th,
2022





Crack sealing is currently under way on SE side of town

Safety Improvements

Repairs to Pierce Street Bridge over Haynie Creek



Added delineators

- 4 bridges
- 8 low water crossings



Repair rock and mortar
Erosion around bent
caps



Replace rotten
guard rail posts

Add delineators



237 Assigned and
completed work
orders since
August 1st

Parks , Facilities and Grounds Improvements



LED Light upgrades at
Wallace Riddell and
Escamilla Pavilions



Hamilton Creek Park Tree pruning

Approximately \$7,500
using Contracted arborist
3-days

Remove large
hazardous trees for
Safety

Remove dead trees to improve aesthetics
Along park trail

Lift tree canopy over sidewalks
and water to improve
Visibility and Aesthetics



New Quarterly Cemetery Maintenance Check

- ▶ Fallen branches
- ▶ Broken/vandalized graves/headstones
- ▶ Settled graves
- ▶ Fence/guard rail damage





"Tis the Season"

Annual pick up,
Install, and
Take down of Holiday lighting

TDCJ-Ellen Halbert Unit

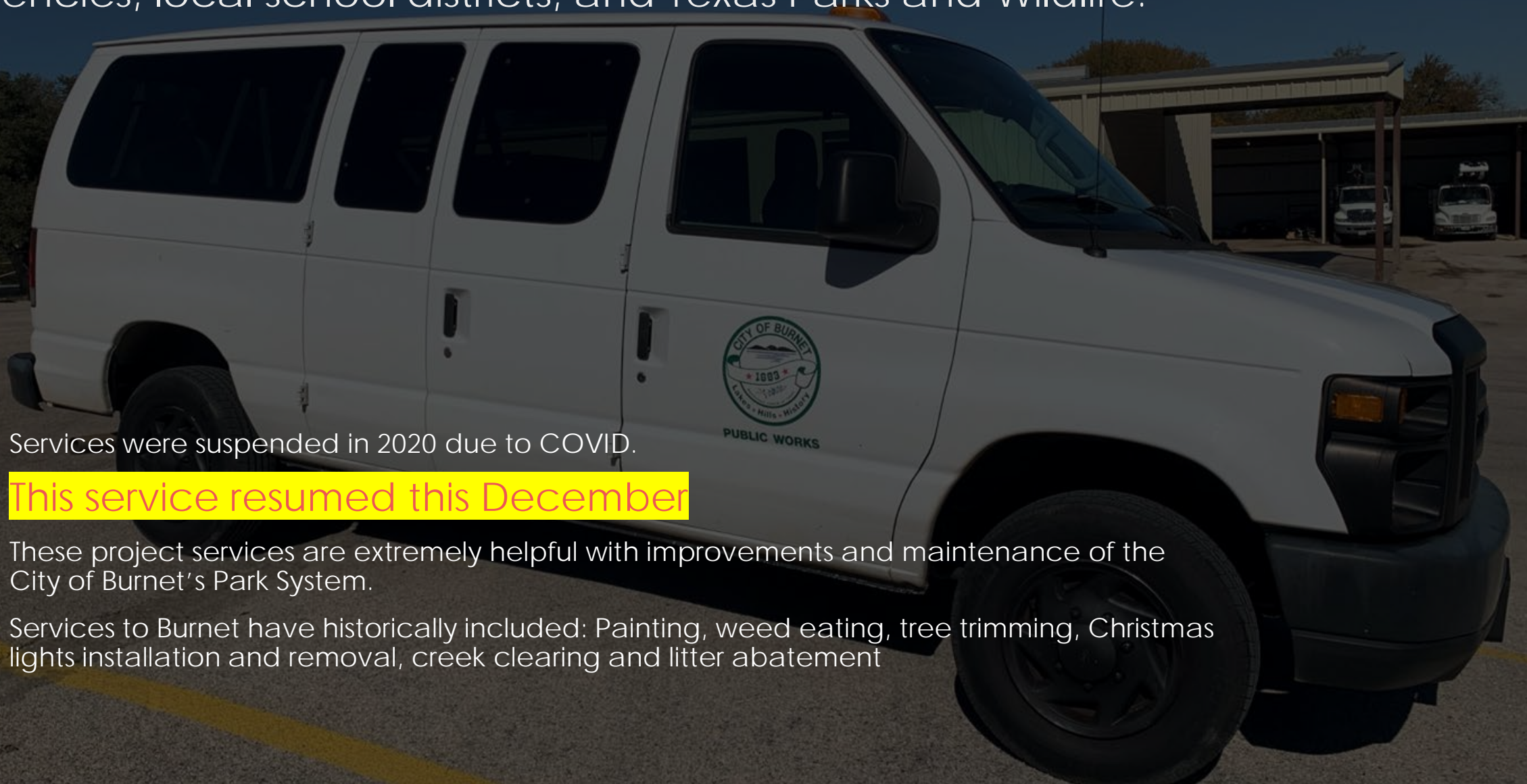
Community Work Projects: Services provided to city and county agencies, local school districts, and Texas Parks and Wildlife.

Services were suspended in 2020 due to COVID.

This service resumed this December

These project services are extremely helpful with improvements and maintenance of the City of Burnet's Park System.

Services to Burnet have historically included: Painting, weed eating, tree trimming, Christmas lights installation and removal, creek clearing and litter abatement





Heart Attacks

ST-ELEVATION MYOCARDIAL
INFARCTION. (STEMI)



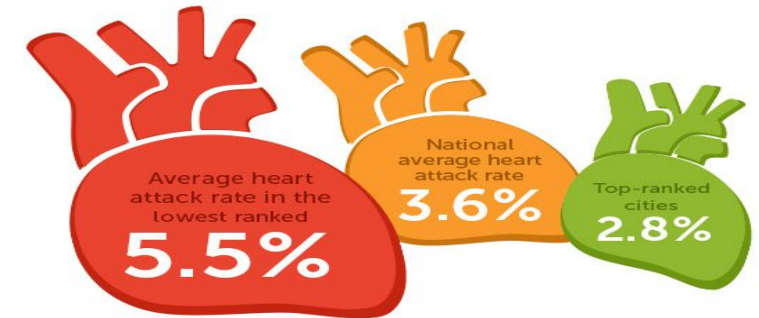
- In the United States, someone has a heart attack every 40 seconds.
- More than 805,000 people in the U.S. die from heart disease each year that's 1 in every 3 deaths.
- 160,000 of them occur in people under the age of 65.
- Heart disease is the leading cause of the death for both men and woman in the U.S. More than half of all people that die from heart disease are men.

U.S. statistics

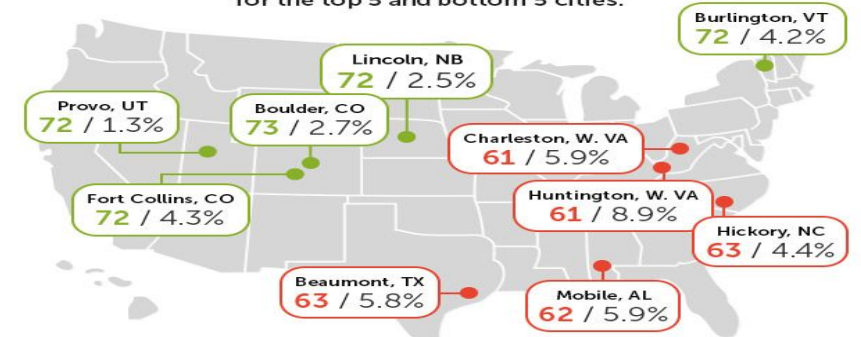
AN EVERYDAY HEALTH INFOGRAM

HEART ATTACK CITIES

The Gallup-Healthways Well-Being Index poll finds cities with low wellbeing scores have higher heart attack rates.



Wellbeing scores (out of a possible 100) and heart attack rates (%) for the top 5 and bottom 5 cities:



Healthy Goals: Communities can build a culture of wellbeing by working together with schools, business and government.

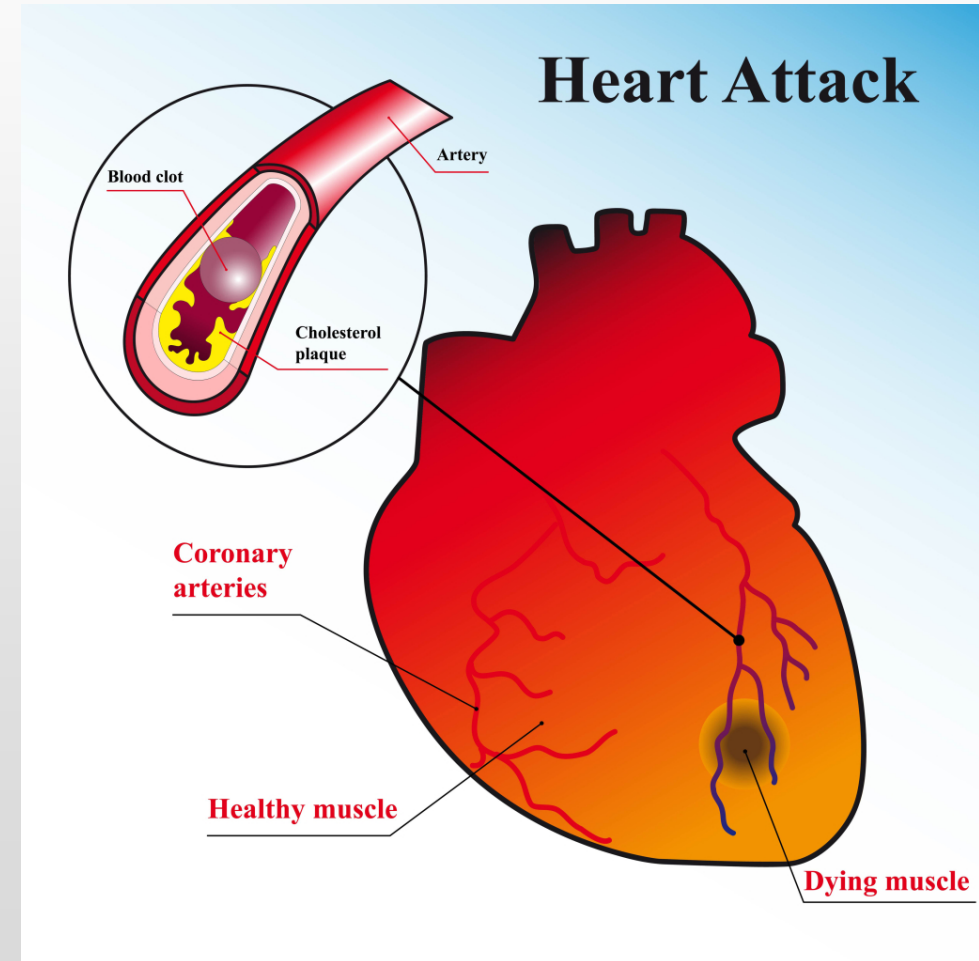
Wellbeing Index: includes measures of emotional health, work environment, physical health, healthy behaviors and access to basic necessities.

Source: Gallup-Healthways Well-Being Index poll. City ratings and heart attack rates were based on 230,000 interviews in 190 metro areas.

everyday HEALTH

What causes a heart attack?

- A heart attack occurs when an artery that sends blood and oxygen to the heart is blocked. Fatty, Cholesterol deposits build up over time, forming plaques in the heart's arteries. If a plaque ruptures, a blood clot can form. The clot can block arteries, causing a heart attack.

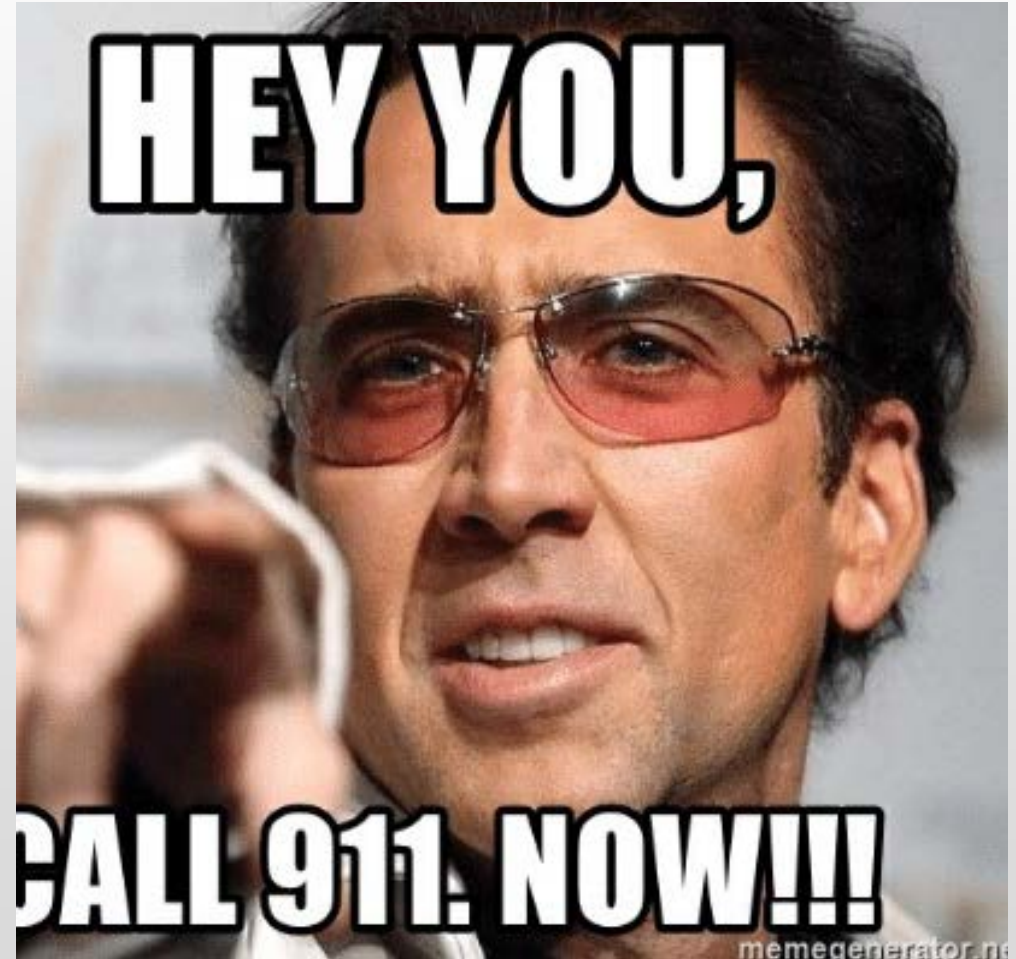


Typical signs of a heart attack.

- Chest pain or discomfort.
- Feeling weak, light-headed.
- Pain or discomfort in the jaw, neck, or back.
- Pain or discomfort in one or both arms or shoulders.
- Shortness of breath and sweating.
- Back pain and nausea in females.

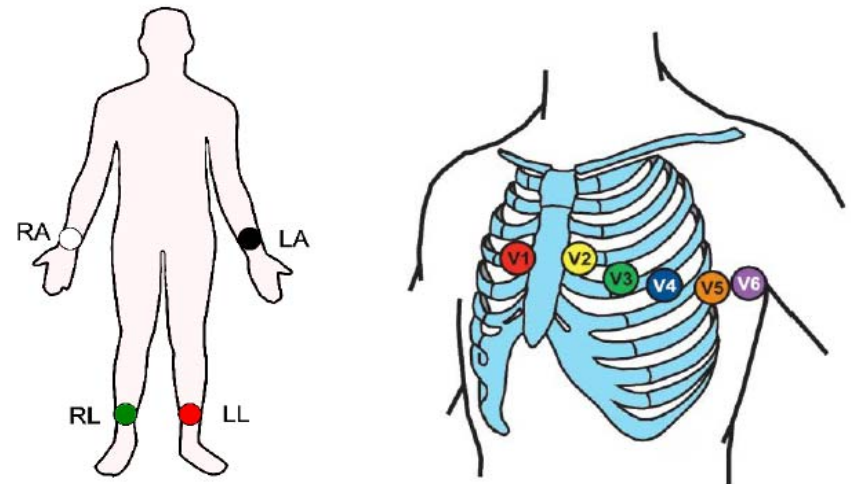
What to do if you think you are having a heart attack?

- **Call 911!!!!!!**
- DO NOT attempt to drive yourself to the hospital!
- Heart attacks are a time sensitive medical emergency. The goal is to have the patient to an interventional Cath-lab within 1 hour.(THE GOLDEN HOUR)Our closest Cath-lab is Cedar Park Reginal Hospital.



What to expect when the ambulance arrives.

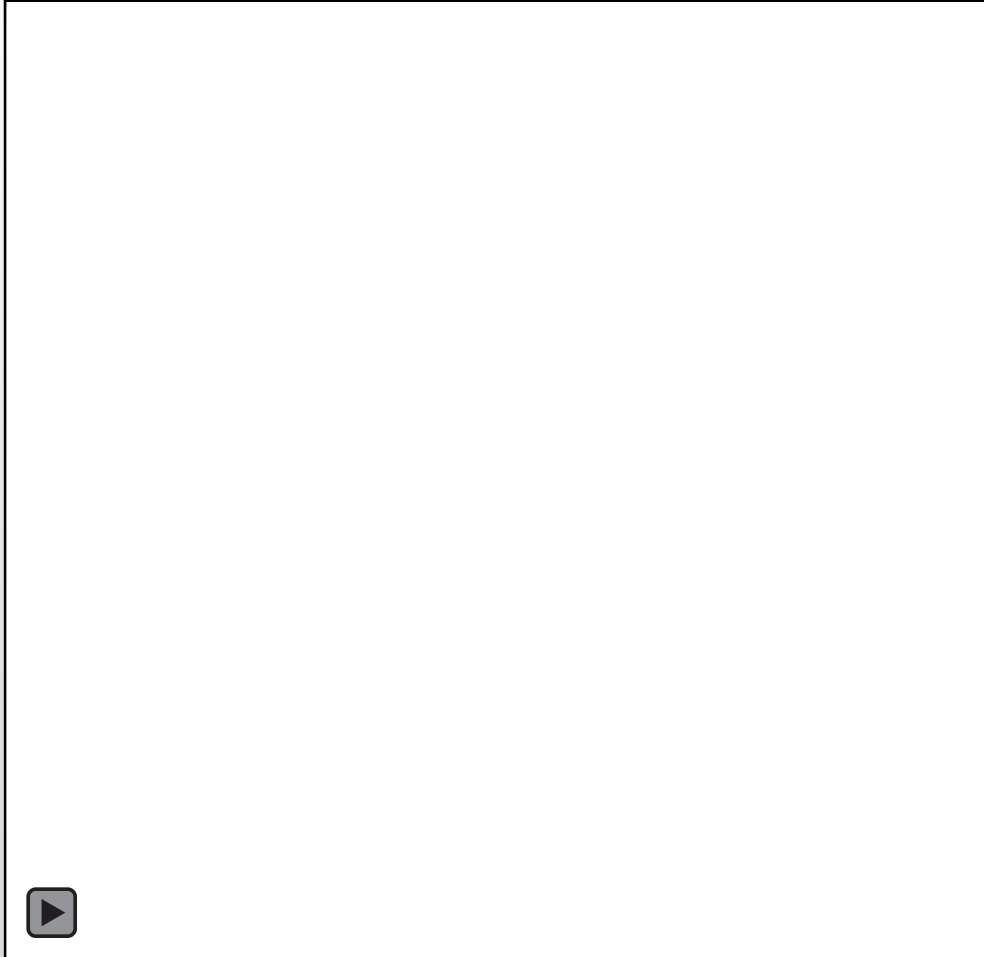
- Questions about your past medical history.
- Questions about what medicine you take daily. (Keep a list.)
- Vital signs and EKG.



RA – right forearm or wrist
LA – left forearm or wrist
LL – left lower leg, proximal to ankle
RL – right lower leg, proximal to ankle
V1 – 4-th intercostal space, right sternal edge
V2 – 4-th intercostal space, left sternal edge
V3 – midway between V2 and V4
V4 – 5-th intercostal space, mid-clavicular line
V5 – anterior axillary line in straight line with V4
V6 – mid-axillary line in straight line with V4 and V5

Figure 23: 12 leads resting ECG electrode placement

What is an EKG and what are we looking for?



- An EKG is a test that checks how your heart is functioning by measuring the electrical activity.
- We are looking for ST elevation in 2 or more leads that look at the same part of the heart.

Leads II, III, aVF

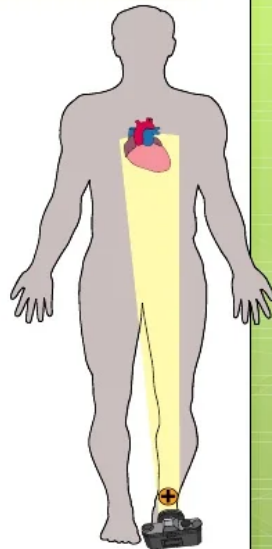
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Oct 15, 2010

Inferior Wall

- ▶ II, III, aVF
 - View from Left Leg ⊕
 - inferior wall of left ventricle

I	aVR	V1	V4
II	aVL	V2	V5
III	aVF	V3	V6



Dr. UZMA ANSARI

Leads V1, V2

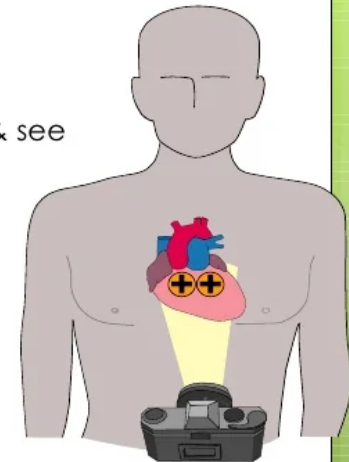
27

Oct 15, 2010

Septal Wall

- ▶ V1, V2
 - Along sternal borders
 - Look through right ventricle & see septal wall

I	aVR	V1	V4
II	aVL	V2	V5
III	aVF	V3	V6



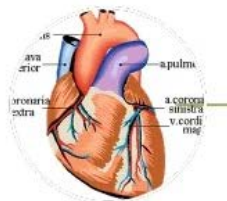
Dr. UZMA ANSARI

Leads V3, V4

25

Oct 15, 2010

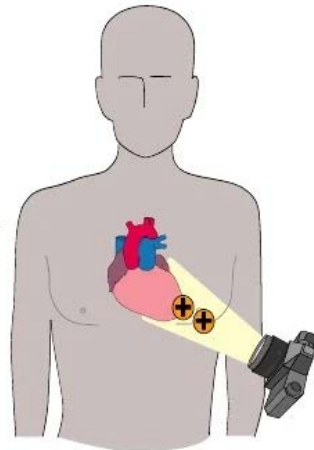
Anterior Wall



V3,
V4

- Left anterior chest
- Positive electrode on anterior chest

I	aVR	V1	V4
II	aVL	V2	V5
III	aVF	V3	V6



Dr. UZMA ANSARI

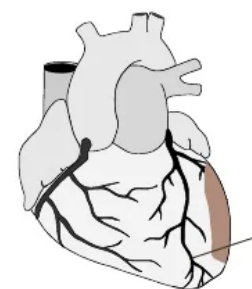
Leads V5, V6, I, and aVL

31

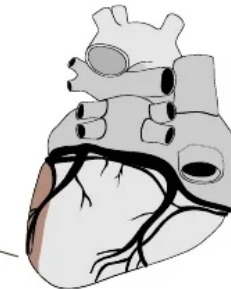
Oct 15, 2010

Lateral Wall

- I, aVL, V5, V6
- ST elevation ☐ suspect lateral wall injury



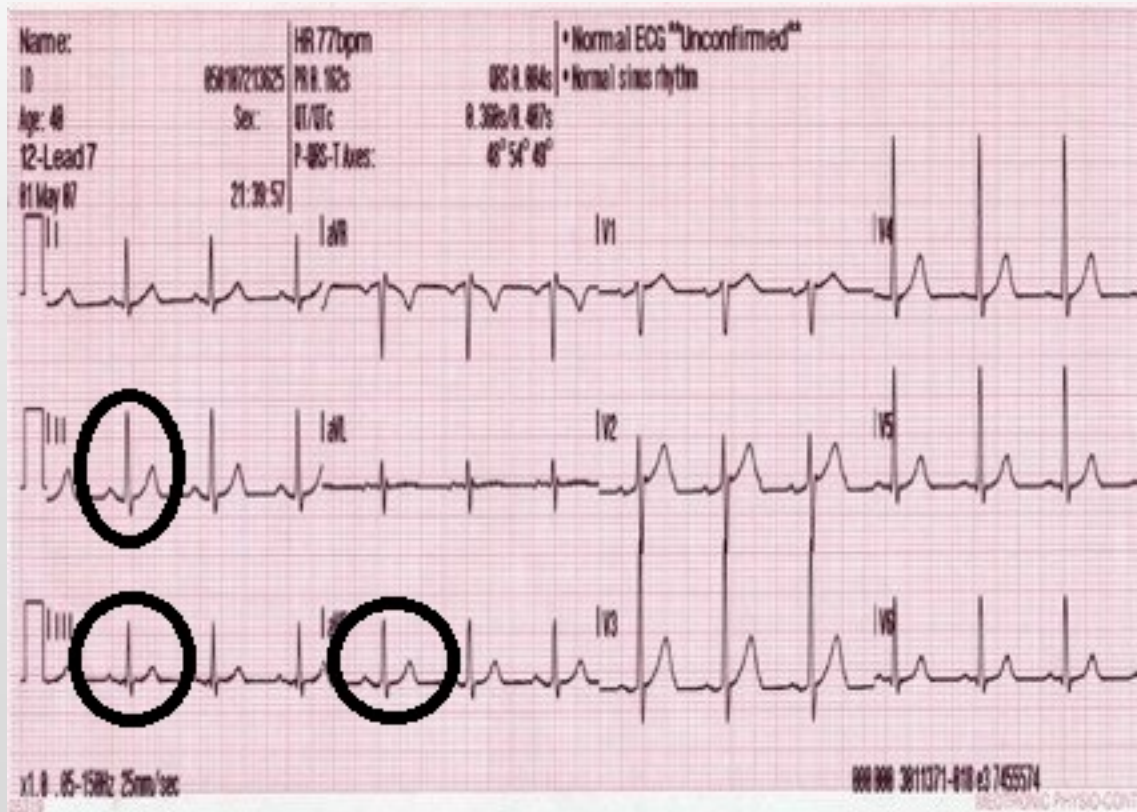
Lateral Wall



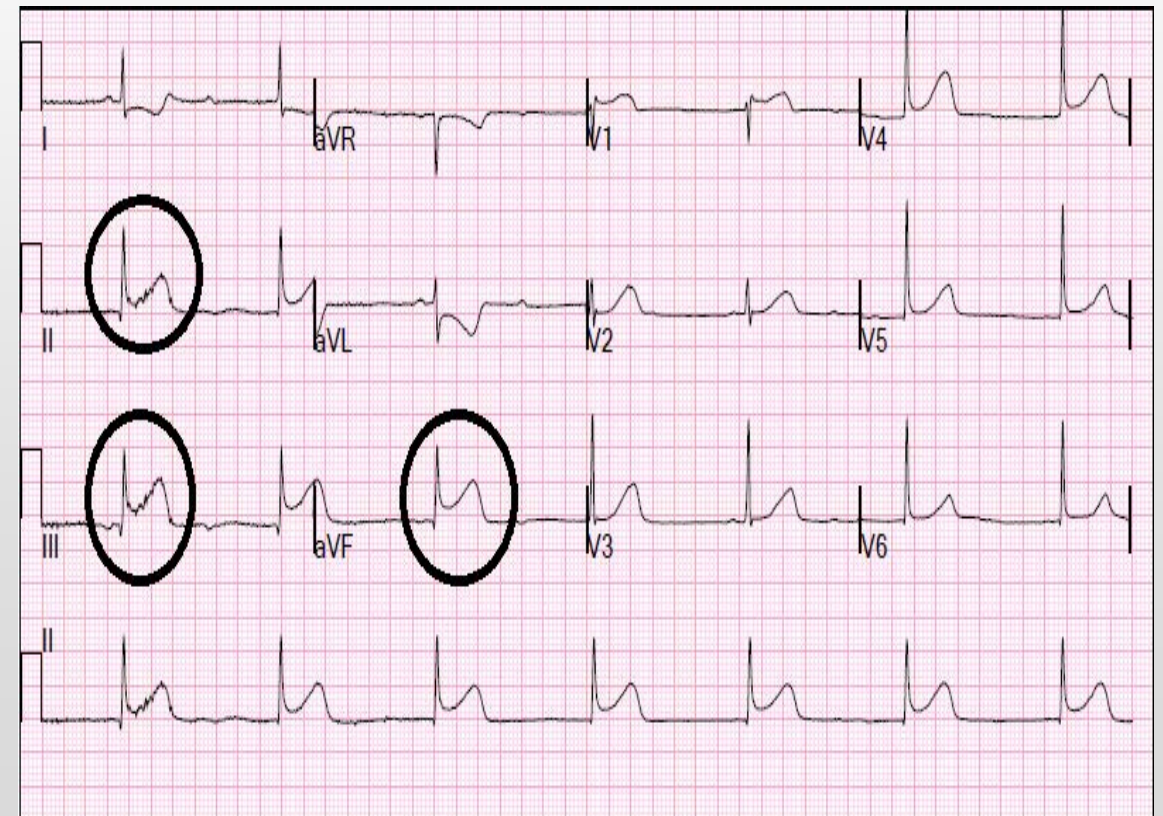
Dr. UZMA ANSARI

Normal 12 Lead EKG V/S abnormal EKG

Normal



Abnormal Inferior STEMI





What is Your Emergency?

Dispatched to 1234 Main st. for a male patient complaining of chest pain. Time out 13:30.

This starts our golden hour at 13:30. Our average response time in the city is 4 minutes.

Ambulance arrives on scene at 13:34
(56 minutes left in the golden hour.)

Arrive at patient 13:36 assessment, Vital Signs, and 12 lead EKG. On scene time goal with a heart attack patient is 10 minutes.
(44 minutes left in the golden hour.)

Average transport time to Cedar Park Regional Hospital is 41 MINUTES.

Dispatch information and

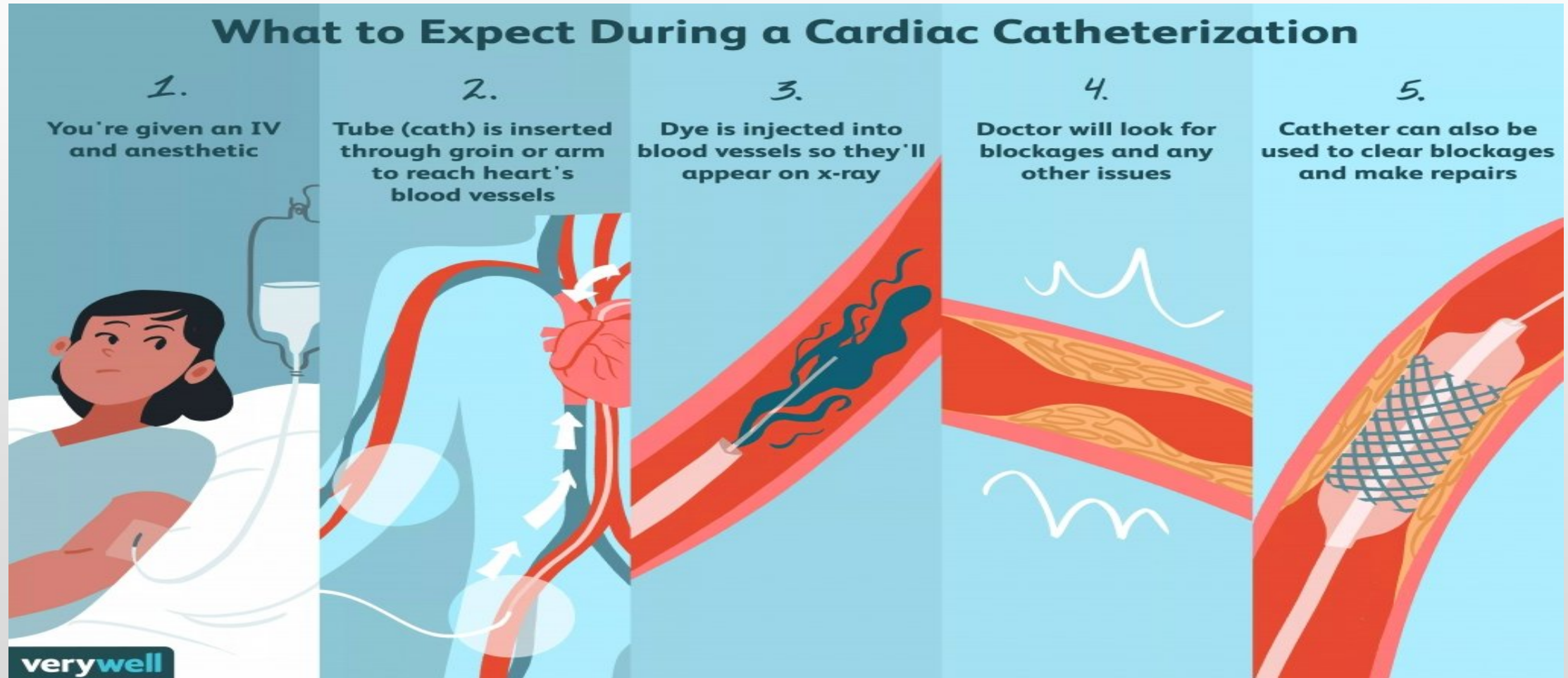




Treatments enroute to the hospital.

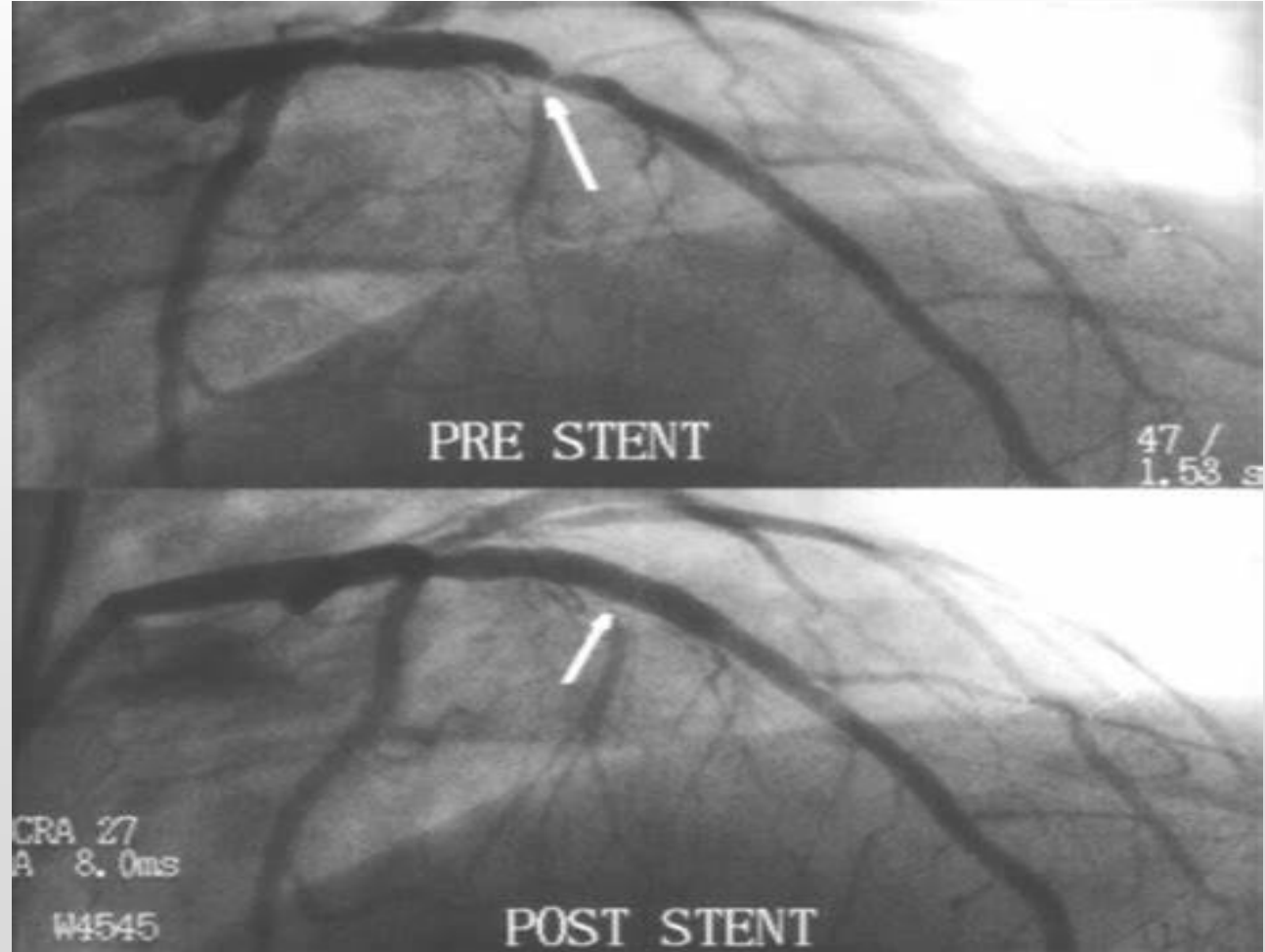
- Call hospital to notify them we are enroute with a STEMI patient so they can activate the Cath-lab staff.
- IV x 2 20g or larger IV.
- Administer 324mg of chewable Aspirin. Aspirin stops the blood from clotting.
- Nitro 0.4mg. Nitro helps widen the blood vessels to allow more blood flow to the heart.
- Plavix 300mg. Plavix is an anti-platelet drug. This drug works on the platelets in the blood stream by causing them to be less stick and less likely to stick to the already formed clot.
- Heparin 5,000units. Heparin is an anticoagulant (blood thinner) that prevents the formation of blood clots.

Transferring care to Cath-lab staff.



Conclusion

- The Fire department successfully treated 22 heart attacks in 2021.



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

On this the 8th day of November, 2022, the City Council of the City of Burnet convened in Regular Session, at 11:00 a.m. the City of Burnet Council Chambers located at 2402 S. Water Street (Hwy 281 South, Burnet Municipal Airport) Burnet, Tx. thereof with the following members present, to-wit:

Mayor Crista Goble Bromley
Council Members Dennis Langley, Mary Jane Shanes, Philip Thurman, Ricky Langley, Cindia Talamantez
Absent Joyce Laudenschlager
City Manager David Vaughn
City Secretary Kelly Dix

Guests: Mark Ingram, Patricia Langford, Tony Nash, Alan Burdell, Brian Lee, Eric Belaj, Habib Erkan, Jr., Maria Gonzales, Adrienne Field, Tracy Gunn, Lee Carney

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

INVOCATION: Led by Mayor Crista Goble Bromley

PLEDGES (US & TEXAS): Led by Council Member Philip Thurman

SPECIAL REPORTS/RECOGNITION:

Al Clawson Disposal, Inc. (ACDI) Quarterly Report: Tanya Clawson: Kristen Huguley present the ACDI Quarterly Report to include a review of the current recycling campaign and processes. Ms. Huguley informed all present that Christopher Phillips had been hired to serve as the company's new Operations Director.

Burnet Municipal Airport Quarterly Report: A. Field: Adrienne Feild, Administrative Services/Airport Manager, presented the Burnet Municipal Airport Quarterly Report that included a review of the quarterly fuel sales, the current status of the RAMP, Cares Act, Bipartisan Infrastructure, and the Airport Coronavirus Response Grants, as well as hangar rentals and availabilities. Ms. Feild updated all present on the Airport Layout Plan, the projected box hangar, and proposed helicopter operations flight pattern, the airport Standards and Operating Policy, ground leases and the Fixed Base Operator Contract with Crosby Flying Services, LLC.

Burnet Fire Department Vehicle Update Report: M. Ingram: Fire Chief Mark Ingram informed all that the 2007 Urban Interface Pumper Fire Engine #3 has had a major break down since September. The #1 Injector is broken, and there is a coolant link that has been undetectable to date, as well as a significant electrical issue with the pump. These repairs have yet to be completed. Replacement of the engine may need to be considered.

Burnet Police Department Quarterly Report: B. Lee: Police Chief Brian Lee presented the Burnet Police Department Quarterly Report that included an update on current staffing, the cell phone forensic system, officer training, the School Resource Officer Program, the soon to be released advocacy vehicle and a review of the departments case statistics.

September Financial Report: P. Langford: Director of Finance Patricia Lanford presented the September 2022 Year End Financial Report. Ms. Langford reviewed year to date revenues, expenses, and year end balances for the General, Golf Course, Electric, and Water and Wastewater funds as well as year end restricted and unrestricted cash balances.

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 October 25, 2022 Special City Council Meeting Minutes

Council Member Mary Jane Shanes moved to approve the consent agenda as presented. Council Member Cindia Talamantez seconded. The motion carried unanimously.

PUBLIC HEARINGS/ACTION:

Public Hearing and consideration of the following: adoption and amendments of the Zoning Ordinance and

zoning classifications presented by Leslie Kimbler, City Planner:

AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING CITY OF BURNET CODE OF ORDINANCES, CHAPTER 118 (ENTITLED "ZONING") BY AMENDING SEC. 118-26 (ENTITLED "SINGLE FAMILY RESIDENTIAL ESTATE – DISTRICT 'R-1 E'") BY PROVIDING FOR A ONE-ACRE MINIMUM LOT SIZE AND 2100 SQUARE FOOT MINIMUM LIVING AREA SIZE IN ZONING DISTRICTS CLASSIFIED AS SINGLE-FAMILY RESIDENTIAL ESTATE—DISTRICT "R-1 E"; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: Habib Erkan, Jr., Assistant City Manager presented the item to Council to conduct the public hearing, discuss and take action on the first reading of Ordinance 2022-48.

Public Hearing: Mayor Bromley opened the public hearing at 6:36 p.m. and asked if anyone was interested in speaking, if so to approach the podium. There being no one wishing to speak, Mayor Bromley closed the public hearing at 6:37 p.m.

Consideration and action: Council Member Ricky Langley moved to approve the first reading of Ordinance No. 2022-48 as presented. Council Member Cindia Talamantez seconded. The motion carried unanimously.

FIRST READING OF AN ORDINANCE AMENDING CITY OF BURNET CODE OF ORDINANCES, CHAPTER 118 (ENTITLED "ZONING") SECTION 118-22 (ENTITLED ZONING OF ANNEXED AREAS") BY AUTOMATICALLY CLASSIFYING NEWLY ANNEXED TERRITORY AS RESIDENTIAL DISTRICT "R-1E" SINGLE-FAMILY ESTATE; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: Habib Erkan, Jr., Assistant City Manager presented the item to Council to conduct the public hearing, discuss and take action on the first reading of Ordinance 2022-49.

Public Hearing: Mayor Bromley opened the public hearing at 6:38 p.m. and asked if anyone was interested in speaking, if so to approach the podium. There being no one wishing to speak, Mayor Bromley closed the public hearing at 6:39 p.m.

Consideration and action: Council Member Mary Jane Shanes moved to approve the first reading of Ordinance No. 2022-49 as presented. Council Member Ricky Langley seconded. The motion carried unanimously.

ACTION ITEMS:

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY AT 2947 E HWY 29 (LEGALLY DESCRIBED AS: 8.05 ACRES OUT OF THE SARAH ANN GUEST SURVEY, ABS. NO. 1525, AND THE JOSEPH BAKER SURVEY, NO. 28, ABS. NO. 125) WITH LIGHT COMMERCIAL – DISTRICT "C-1" CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: Council Member Ricky Langley moved to approve and adopt Ordinance No. 2022-46 as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AMENDING THE CODE OF ORDINANCES; BY MAKING NUMEROUS AMENDMENTS TO CHAPTER 18 (ENTITLED "AVIATION") INCLUDING AUTHORIZING THE ADOPTION OF AIRPORT STANDARDS AND OPERATING POLICY BY RESOLUTION; PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, CORRELATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: H. Erkan; Council Member Cindia Talamantez moved to approve and adopt Ordinance No. 2022-45 as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE 2021-31; THE ORIGINAL BUDGET ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022 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 moved to approve and adopt Ordinance No. 2022-47 as presented. Council Member Philip Thurman seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING AN INTERLOCAL AGREEMENT WITH BURNET COUNTY FOR MAINTENANCE AND REPAIR OF CITY STREETS FOR THE CURRENT FISCAL YEAR. E. Belaj: Council Member Mary Jane Shanes moved to adopt Resolution R2022-80 as presented. Council Member Philip Thurman seconded. The motion carried unanimously.

Discuss and consider action: Discuss and consider action: Award Request for Proposal (RFP) 2022-007 Asphalt Materials bid and authorize the City Manager to execute the contract and to purchase up to 1,300 tons: E. Belaj: Council Member Ricky Langley moved to approve the award of bid for RFP2022-007 Asphalt Materials, to Lone Star Paving as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

Discuss and consider action: Discuss and consider: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, PRELIMINARILY ACCEPTING PUBLIC STREET, WATER, WASTEWATER, AND ELECTRICAL IMPROVEMENTS CONSTRUCTED WITHIN THE DELAWARE SPRINGS, SECTION 19, PHASE THREE SUBDIVISION; AND APPROVING MAINTENANCE LETTER OF CREDIT TO ASSURE THE MAINTENANCE OF THE INFRASTRUCTURE IMPROVEMENTS: L. Kimbler: Council Member Cindia Talamantez moved to adopt Resolution R2022-81 as presented. Council Member Mary Jane Shanes seconded. Council Member Ricky Langley filed an affidavit of Conflict of Interest with the City Secretary and abstained from the vote. Council Members D. Langley, Philip Thurman, Mary Jane Shanes, Cindia Talamantez and Mayor Bromley voted in favor, Council Member Ricky Langley abstained, and Council Member Joyce Laudenschlager was absent. The motion carried unanimously with a vote of five in favor, one abstention and one absence.

Discuss and consider action: Award engineering design contract for Water & Wastewater System Components with associated generators and authorize the City Manager to execute the contract: E. Belaj: Council Member Cindia Talamantez moved to award the engineering design contract for Water & Wastewater System Components with associated generators to Quatro Consultants and authorize the City Manager to execute the contract as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

Discuss and consider action: Direction to staff regarding amending City Code Section 118-63 to allow waivers to certain municipal golf buffer requirements: D. Vaughn: Council Member Ricky Langley made a motion directing staff to proceed with the amendment to the City Code Section 118-63 allowing waivers to certain municipal golf buffer requirements as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

REQUESTS FROM COUNCIL FOR FUTURE REPORTS: In accordance with Resolution R2020-28 councilmembers may request the City Manager to prepare and present future report on matters of public interest: None.

ADJOURN: There being no further business a motion to adjourn was made by Council Member Ricky Langley at 7:05 p.m. seconded by Council Member Cindia Talamantez. The motion carried unanimously.

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary



Development Services

ITEM 3.1-A

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

Public Hearing and Action

Meeting Date: December 13, 2022

Agenda Item: FIRST READING OF AN ORDINANCE AMENDING CITY OF BURNET CODE OF ORDINANCES, CHAPTER 118 (ENTITLED "ZONING") FOR THE PURPOSE OF AMENDING THE MUNICIPAL GOLF COURSE VEGETATIVE BUFFER DEFINITIONS AND REQUIREMENTS; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: H. Erkan Jr,

Background: The municipal golf course vegetative buffer was established by Ordinance No. 2022-12. The ordinance established a 25-foot-wide municipal golf course vegetation buffer on lots abutting the golf course. The ordinance prohibits fences or structures within the buffer area.

Information: This ordinance was proposed at the November 8, 2022, City Council meeting. This ordinance authorizes the City Manager to issue waivers to the prohibition against fences in the Municipal Golf Course Vegetative Buffer subject to all of the following:

- (1) The City Manager finds the location where the lot to be fenced abuts the golf course is not in an area adjoining a tee-boxes, fairways, putting greens and irrigation terminals, or is of such distance from tee-boxes, fairways, putting greens, and irrigation terminals as to not interfere with play or irrigation;
- (2) The proposed fence must be constructed of decorative iron or similar materials;
- (3) Privacy fencing shall not be approved; and
- (4) The subject lot shall comply with all other requirements of subsection (d) above.

Further, the ordinance directs the City Manager to consult with the Golf Course Supervisor regarding the appropriateness of granting any application for waiver; and corrects a scrivener's error related to

the Golf Course Boundary Agreement's instrument number as recorded in the public records of Burnet County.

Fiscal Impact No direct fiscal impact is anticipated.

Recommendation: Open the Public Hearing.

ORDINANCE NO. 2022-50

AN ORDINANCE AMENDING CITY OF BURNET CODE OF ORDINANCES, CHAPTER 118 (ENTITLED “ZONING”) FOR THE PURPOSE OF AMENDING THE MUNICIPAL GOLF COURSE VEGETATIVE BUFFER DEFINITIONS AND REQUIREMENTS; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City owns and operates the Delaware Springs municipal golf course; and

WHEREAS, pursuant to Ordinance No. 2022-12, City Council established a 25-foot-wide municipal golf course vegetation buffer, (hereinafter sometimes the “buffer”) on properties adjoining the golf course; and

WHEREAS, the purpose of the buffer is to protect and preserve the function and aesthetics of the municipal golf course; and to protect the rights and interest of owners of properties abutting the municipal golf course to unobstructive views of the course from their properties; and

WHEREAS, the construction of fences or other structures is prohibited in the buffer area; and

WHEREAS, City Council has determined that a waiver of the fence prohibition may be warranted in certain circumstances; and

WHEREAS, on December 5, 2022, the Planning and Zoning Commission conducted a public hearing to receive comments and testimony on the merits of the code amendments proposed by this ordinance; and

WHEREAS, at the conclusion of the public hearing, the Planning and Zoning Commission made a recommendation to City Council as to the merits of the proposed code amendments; and

WHEREAS, on December 13, 2022, City Council conducted a public hearing; to receive comments and testimony on the merits of the proposed code amendments; and

WHEREAS, The City Council, after due consideration of the Planning and Zoning Commission recommendation; the comments and testimony of public; and the recommendation of City staff; finds adoption of the proposed code amendments will promote the public health, safety, morals, and the general welfare; and

WHEREAS, City Council, finds, determines, and declares that publication of notice of this Ordinance, as required by Section 3.14 of the City Charter and the laws of the State of

Texas, was made by the City Secretary within the periods prescribed by Section 3.14 and state law; and

WHEREAS, City Council, finds, determines, and declares that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given as required by Chapter 551 of the Texas Government Code.

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

Section one. Amendment. The Code of Ordinances, Chapter 118 (entitled “*Zoning*”) Section is hereby amended by correcting a scrivener’s error in Section 118-5 (entitled “*Definitions*”) by adding language that is underlined (underlined) as follows:

Sec. 118-5. Definitions.

Boundary Agreement means that certain written instrument recorded in the Public Records of Burnet County as Document No. 201401086.

Section two. Amendment. The Code of Ordinances, Chapter 118 (entitled “*Zoning*”) Section is hereby amended by adding the underlined (underlined) language to Section 118-63 (entitled “*Municipal Golf Course Vegetative Buffer Requirements*”) subsection (d) (entitled “*use Limitations*”) as follows:

- (d) *Use Limitations.* The use of the municipal golf course vegetation buffer, within a Golf Course Lot, shall be restricted to a vegetation buffer and, except as provided subsection (f) below, no fence or structure shall be permitted therein. The municipal golf course vegetation buffer may be maintained in its natural state or may be landscaped by the planting of non-native vegetation and decorative stones; provided such stones do not create a wall or other barrier between the buffer and municipal golf course.

Section three. Amendment. The Code of Ordinances, Chapter 118 (entitled “*Zoning*”) Section is hereby amended by adding to Section 118-63 (entitled “*Municipal Golf Course Vegetative Buffer Requirements*”) new subsections (f) (entitled “*Decorative Fence Waivers*”) and (g) (“*Administration*”) to read as follows:

- (f) *Decorative fence waivers.* The City Manager is authorized to issue waivers to the prohibition against fences in the Municipal Golf Course Vegetative Buffer subject to all of the following:
 - (5) The City Manager finds the location where the lot to be fenced abuts the golf course is not in an area adjoining a tee-boxes, fairways, putting greens and irrigation terminals, or is of such distance from

tee-boxes, fairways, putting greens, and irrigation terminals as to not interfere with play or irrigation;

- (6) The proposed fence must be constructed of decorative iron or similar materials;
- (7) Privacy fencing shall not be approved; and
- (8) The subject lot shall comply with all other requirements of subsection (d) above.

Commentary: The installation of a fence on the golf course property line raises the potential for activity on the property such as barking dogs to disturb golfers. Therefore, the purpose of the limitation stated in subsection (f) (1) is to alleviate that potential from arising near areas where golfing actions (e.g. teeing off, driving, putting) occur.

- (g) *Administration.* In the administration of subsection (f) above, the City Manager shall consult with the Golf Course Supervisor regarding the appropriateness of granting any application for waiver. Moreover, the City Manager is authorized to establish procedures and forms to process applications for decorative fence waivers.

Section four. Findings. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

Section five. Penalty. A violation of this ordinance is unlawful and subject to City Code of Ordinances Sec. 1-6 (entitled “*General Penalty*”).

Section six. Cumulative. This ordinance shall be cumulative of all provisions of all ordinances and codes, or parts thereof, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event Section 5, (entitled “*Repealer*”) shall be controlling.

Section seven. Repealer. All ordinances and codes, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

Section eight. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Ordinance would have been enacted without such invalid provision.

Section nine. Publication. The publishers of the City Code are authorized to amend said Code to reflect the changes adopted herein and to correct typographical errors and to format and number paragraphs to conform to the existing Code.

Section ten. Effective Date. This Ordinance shall be effective upon the date of final adoption hereof.

Passed on first reading on the 13th day of December 2022.

Passed, Approved and Adopted on the 10th day of January 2023.

CITY OF BURNET

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

December 5, 2022

Dear Honorable Members of The Burnet City Council and The Burnet Planning and Zoning Committee:

My name is Lana K. Schmidt, and I am the owner of Lot 10, Section 2, Oak Vista in the City of Burnet at the Delaware Springs Golf Course. I am writing to you in support of the proposed "Amendments to the Vegetative Buffer Definition and Requirements" with regards to the golf course facing lots.

While I am supportive of the City's attempts to protect and maintain a buffer between the golf course and the development of lots for individual purpose and believe that it is reasonable and prudent to apply those buffers, I also believe that the intent of these protections and buffers, should not directly impact in the ability for a lot owner to fully develop the lot within restrictions to their desired amenities.

Specifically in the case of my lot, and my neighbors' lots (#10 & #9) the "natural Buffer" already exists and applying additional Buffer requirements - negatively impacts the lot owner's ability to develop as he/she sees fit - including the ability to install a fence that meets the required specifications.

I would propose that the City remind itself of the "Intent" of the buffer requirement - and in cases where a natural buffer already exists, please allow the lot owner the ability to utilize the natural buffer as a standard thus "meeting the need of this ordinance/requirement", and not requiring additional buffer space.

Thank you for your time, and for all your efforts in making this City such a great place to call home!

Sincerely,

Lana K. Schmidt
lschmidt@lammes.com
512.964.4115

From: [ML Govaars](#)
To: [Leslie Kimbler](#)
Subject: Public hearing re:golf course buffer
Date: Wednesday, November 30, 2022 12:21:43 PM

Caution: External Email

City of Burnet Planning and Zoning Commission and City Council,

This is a letter directed toward the proposed amendment to City Code of Ordinances Chapter 118 (entitled “Zoning”) as follows:

An ordinance amending City of Burnet Code of Ordinances, Chapter 118 (entitled “Zoning”) for the purpose of amending the municipal golf course vegetative buffer definitions and requirements, etc.

First, the municipal golf course has been ranked as one of THE top municipal golf courses in the State of Texas several times. It welcomes golfers from Dallas to Houston to El Paso to Corpus and beyond the State’s borders because of its layout, features, natural setting and reasonable prices. It is a true calling card and asset to Burnet, and recently quite a profitable one, as well. Any changes to its challenging layout, natural beauty and uniqueness should be viewed under a well integrated management plan.

Second, the vegetative buffer acts in an erosion control aspect; it hinders excessive water flow onto the golf course during a heavy rain event. Changing the vegetative buffer could lead to higher golf course maintenance costs (to correct an increase in damages and the severity of damages) and thus impacting the City’s revenue stream from the golf course. The natural, Mother Nature intended control is superior to human intervention (see the problems with Tom Kite road as a recent, relevant example).

And finally, the Highlands Lakes and Burnet (among other cities) encourages, solicits, advertises an outdoor, recreational, natural environment, and promotes wildlife, butterfly and birding experiences. The golf course is home to many of these critters and people who walk the course to view them. And they don’t play golf!

I urge the Zoning Commission and the City Council to consider a larger, and unintended impact the proposed amending of the Code of Ordinances Chapter 118 might inflict.

The municipal golf course is a true contribution to the City of Burnet, the area, and the valuable environmental legacy.

Full disclosure: I don’t play golf.

Sincerely,
Marylinda Govaars
658 County Road 100

Sent from my iPad



GOLF COURSE VEGETATIVE BUFFER

CITY COUNCIL REGULAR SESSION
DECEMBER 13, 2022

PUBLIC HEARING AND ACTION ITEM



APPLICABILITY

The buffer applies to all lots abutting the golf course



EASEMENTS

IN ADDITION TO THE VEGETATIVE BUFFER, THE CITY IS THE HOLDER OF 25-FOOT GREEN BELT EASEMENTS AROUND TRACTS 14, 15, 16, 17, 18, 23, 24, AND 25

GOLF COURSE BUFFER:

- **twenty-five feet (25') wide measured from the common property line with the municipal golf course**
- **shall be restricted to a vegetation buffer - fences or structures are not permitted.**
- **may be maintained in its natural state or may be landscaped by the planting of non-native vegetation and decorative stones.**
- **may be included in the calculation of code requirements for: (i) minimum lot size under the code; (ii) minimum setbacks and (iii) impervious cover requirements.**

AMENDMENT – FENCE WAIVER

- **Authorizes city manager, in consultation with the Golf Course Manager to to grant decorative fence waivers in the Golf Course Vegetative Buffer Area, where it is found that the proposed fence does not adjoin tee-boxes, fairways, putting greens or irrigation terminals, or is of such distance from tee-boxes, fairways, putting greens or irrigation terminals as to not interfere with play or irrigation**

AMENDMENT - APPLICATION OF THE FENCE WAIVER

- (1) The proposed fence must be constructed of decorative iron or similar materials;**
- (2) Privacy fencing shall not be approved; and**
- (3) The subject lot shall comply with all other requirements of municipal golf course vegetative buffer requirements.**

The ordinance also corrects a scrivener's error: Boundary Agreement Document Number Document No. 201401086

CONCLUSION

- Open Public Hearing
- Questions
- Deliberation and action on first reading of ordinance



Development Services

ITEM 4.1

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

Action

Meeting Date: December 13, 2022

Agenda Item: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING CITY OF BURNET CODE OF ORDINANCES, CHAPTER 118 (ENTITLED "ZONING") BY AMENDING SEC. 118-26 (ENTITLED "SINGLE FAMILY RESIDENTIAL ESTATE – DISTRICT 'R-1 E'") BY PROVIDING FOR A ONE-ACRE MINIMUM LOT SIZE AND 2100 SQUARE FOOT MINIMUM LIVING AREA SIZE IN ZONING DISTRICTS CLASSIFIED AS SINGLE-FAMILY RESIDENTIAL ESTATE—DISTRICT "R-1 E"; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: H Erkan, Jr.

Background: "R1-E" is an estate lot single family zoning classification. As to lot size, there is a discrepancy in the code, between section 118-20 (minimum lot size one-acre) and section 118-26 (minimum lot size 60,000 square feet).

Information: This ordinance resolves the discrepancy by applying the minimum lot size of (1) acre (43,560 square feet) to section 118-26. Additionally, the ordinance amends the code by increasing the required minimum living area from 1100 square feet to 2100 square feet, which is more appropriate for the zoning district.

There have been no changes to Ordinance 2022-48 since the first reading on November 8, 2022.

Fiscal Impact No direct fiscal impact is anticipated.

Recommendation: Open the public hearing. Take action on the first reading of Ordinance No. 2022-48

ORDINANCE NO. 2022-48

AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING CITY OF BURNET CODE OF ORDINANCES, CHAPTER 118 (ENTITLED "ZONING") BY AMENDING SEC. 118-26 (ENTITLED "SINGLE FAMILY RESIDENTIAL ESTATE – DISTRICT 'R-1 E'") BY PROVIDING FOR A ONE-ACRE MINIMUM LOT SIZE AND 2100 SQUARE FOOT MINIMUM LIVING AREA SIZE IN ZONING DISTRICTS CLASSIFIED AS SINGLE-FAMILY RESIDENTIAL ESTATE—DISTRICT "R-1 E"; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Code of Ordinances provides for "R-1 E" single family zoning districts; and

WHEREAS, City Council finds that no property within the City was assigned an "R-1 E" single family zoning classification; and

WHEREAS, City Council finds that "R-1 E" single family is a zoning classification that can be applied to future development to preserve the community's agrarian, hill country atmosphere, prevent the overtaxing of utilities and roadways, and provide protection both to underground aquifers and against stormwater flooding; and

WHEREAS, City Council finds it appropriate to update the "R-1 E" single family zoning classification; and

WHEREAS, on November 7, 2022, the Planning and Zoning Commission conducted a public hearing to receive comments and testimony on the merits of the code amendments proposed by this Ordinance; and

WHEREAS, at the conclusion of the public hearing, the Planning and Zoning Commission made a recommendation to City Council as to the merits of the proposed code amendments; and

WHEREAS, on November 8, 2022, City Council conducted a public hearing; to receive comments and testimony on the merits of the proposed code amendments; and

WHEREAS, City Council, after due consideration of the Planning and Zoning Commission recommendation; the comments and testimony of public; and the recommendation of City staff; finds adoption of the proposed code amendments will promote the public health, safety, morals, and the general welfare; and

WHEREAS, City Council, finds, determines, and declares that publication of notice of this Ordinance, as required by Section 3.14 of the City Charter and the laws of the State of Texas, was made by the City Secretary; and

WHEREAS, City Council, finds, determines, and declares that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given as required by Chapter 551 of the Texas Government Code and Chapter 211 of the Texas Local Government Code.

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

Section one. Amendment. The City Code of Ordinances Sec. 118-26 (entitled "*Single-family residential estate—District 'R-1 E'*") is hereby amended by amending subsection (a) therein, (entitled "*purpose and permitted uses*") by adding the language that is underlined (underline) and deleting the language that is stricken (~~stricken~~) as follows:

Sec. 118-26. Single-family residential estate—District "R-1 E".

- (a) *Purpose and permitted uses.* Permits detached single-family dwellings with a minimum of ~~1,400~~ 2,100 square feet of living area, ~~and related accessory structures,~~ on a minimum lot size of one-acre ~~60,000 square foot.~~

Note to editor: Subsections (b) through (d) of Section 118-26 shall remain in full force and effect as stated prior to the adoption of this ordinance. This note shall not be published in Code.

Section two. Findings. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

Section three. Penalty. A violation of this Ordinance is unlawful and subject to City Code of Ordinances Sec. 1-6 (entitled "*general penalty*").

Section four. Cumulative. This Ordinance shall be cumulative of all provisions of all ordinances and codes, or parts thereof, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event Section 5, (entitled "*repealer*") shall be controlling.

Section five. Repealer. All ordinances and codes, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

Section six. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Ordinance would have been enacted without such invalid provision.

Section seven. Effective Date. This Ordinance shall be effective upon the date of final adoption hereof.

Passed on first reading on the 8th day of November 2022

R-1 E Zoning District

Passed, Approved and Adopted on the 13 day of December 2022

CITY OF BURNET

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

AN ORDINANCE OF THE CITY COUNCIL OF
BURNET, TEXAS, AMENDING CITY OF BURNET
CODE OF ORDINANCES, CHAPTER 118
(ENTITLED "ZONING") BY PROVIDING FOR A
ONE-ACRE MINIMUM LOT SIZE AND 2100
SQUARE FOOT MINIMUM LIVING AREA SIZE IN
ZONING DISTRICTS CLASSIFIED AS SINGLE-
FAMILY RESIDENTIAL ESTATE—DISTRICT "R-1
E"; PROVIDING CUMULATIVE, REPEALER AND
SEVERABILITY CLAUSES; PROVIDING FOR
PUBLICATION; AND PROVIDING AN EFFECTIVE
DATE (H. Erkan Jr.)

City Council Regular
Meeting December
13, 2022
Second Reading

Recap

- This code amendment applies to the Residential Estate (“R-1E”) Single Family Zoning Districts:
 - minimum lot size one-acre
 - minimum living area 2100 square feet



Minimum living area =
air condition area





Questions?

AN ORDINANCE AMENDING CITY OF BURNET CODE OF ORDINANCES, CHAPTER 118 (ENTITLED “ZONING”) SECTION 118-22 (ENTITLED ZONING OF ANNEXED AREAS”) BY AUTOMATICALLY CLASSIFYING NEWLY ANNEXED TERRITORY AS RESIDENTIAL DISTRICT "R-1E" SINGLE-FAMILY ESTATE; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE (H. Erkan Jr.)

City Council Regular Meeting

November 8, 2022

Public Hearing and First Reading

Background

Newly annexed land assigned an interim zoning classification



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graph TD; A[Newly annexed land assigned an interim zoning classification] --> B[Current interim zoning classification "R-1"]; B --> C["Minimum lots size - 9000 square feet<br/>Minimum living area – 1350 square feet"];
```

Current interim zoning classification “R-1”

Minimum lots size - 9000 square feet
Minimum living area – 1350 square feet

Information

Ordinance establishes R1-E as
interim zoning classification

Minimum lot
size one acre

Minimum living
area 2,100
square feet*

*These measurements assume
acceptance of Ordinance presented
beforehand



Lot Size Comparison

Large square equals one acre

Small square equals 9000
square feet



Questions?



Development Services

Item 4.2

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

Public Hearing and Action

Meeting Date: December 13, 2022

Agenda Item: Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE AMENDING CITY OF BURNET CODE OF ORDINANCES, CHAPTER 118 (ENTITLED "ZONING") SECTION 118-22 (ENTITLED ZONING OF ANNEXED AREAS) BY AUTOMATICALLY CLASSIFYING NEWLY ANNEXED TERRITORY AS RESIDENTIAL DISTRICT "R-1E" SINGLE-FAMILY ESTATE; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: H. Erkan Jr.

Background: Due to legislative amendment to Texas Local Government Code Chapter 42, virtually all annexations are now initiated by petition of the property owner. The City Code currently provides that when newly annexed areas become part of the city, those areas are designated with an interim residential-single family "R-1" zoning classification. Interim zoning classifications are intended to be temporary until City Council can impose permanent zoning either by initiation of the City or upon request by the property owner.

Information: This ordinance changes the interim zoning classification to residential estate "R-1E". This change assures that newly annexed areas will come into the city with a zoning classification requiring a one-acre minimum lot size. After annexation, City Council can impose the "R-1E" zoning classification as the permanent zoning classification or impose a different zoning classification as appropriate.

There have been no changes to Ordinance 2022-49 since the first reading on November 8, 2022.

Fiscal Impact No direct fiscal impact is anticipated.

Recommendation: Open the public hearing. Approve the first reading of Ordinance 2022-49 as presented.

ORDINANCE NO. 2022-49

AN ORDINANCE AMENDING CITY OF BURNET CODE OF ORDINANCES, CHAPTER 118 (ENTITLED "ZONING") SECTION 118-22 (ENTITLED "ZONING OF ANNEXED AREAS") BY AUTOMATICALLY CLASSIFYING NEWLY ANNEXED TERRITORY AS RESIDENTIAL DISTRICT "R-1 E" SINGLE-FAMILY ESTATE; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, due to legislative amendment to Texas Local Government Code Chapter 42 virtually all annexations are now initiated by petition of the property owner; and

WHEREAS, this code amendment facilitates the implementation of a low-density zoning district, at the time of such annexation, as an interim measure until the appropriate permanent zoning can be placed on the newly annexed territory; and

WHEREAS, on November 7, 2022, the Planning and Zoning Commission conducted a public hearing to receive comments and testimony on the merits of the code amendments proposed by this Ordinance; and

WHEREAS, at the conclusion of the public hearing, the Planning and Zoning Commission made a recommendation to City Council as to the merits of the proposed code amendments; and

WHEREAS, on November 8, 2022, City Council conducted a public hearing; to receive comments and testimony on the merits of the proposed code amendments; and

WHEREAS, The City Council, after due consideration of the Planning and Zoning Commission recommendation; the comments and testimony of public; and the recommendation of City staff; finds adoption of the proposed code amendments will promote the public health, safety, morals, and the general welfare; and

WHEREAS, City Council, finds, determines, and declares that publication of notice of this Ordinance, as required by Section 3.14 of the City Charter and the laws of the State of Texas, was made by the City Secretary; and

WHEREAS, City Council, finds, determines, and declares that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given as required by Chapter 551 of the Texas Government Code and Texas Local Government Code Chapter 211.

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

Section one. Amendment. The Code of Ordinances, Chapter 118 (entitled “*zoning*”) Section 118-22 (entitled “*zoning of annexed areas*”) is hereby amended by replacing the existing language with the language that follows:

Sec. 118-22. Zoning of annexed areas.

- (a) *Interim zoning district.* All territory hereafter annexed to the city shall be automatically classified as residential district "R-1 E" Single-Family Estate, pending subsequent action by the commission and council for permanent zoning; provided that upon application, by either the City or the property owner of the land being annexed, for zoning other than agricultural, notice may be given and hearings held in compliance with Texas Local Government Code Chapter 211 and, upon annexation, such property may be permanently zoned as determined by the City Council after considering the Commission's recommendation.
- (b) *Permits in interim zoned areas.* In an area temporarily classified as residential district "R-1 E" Single-Family Estate, no permits for the construction of a building or use of land other than uses allowed in said district under this chapter shall be issued by the city building official nor shall any subdivision plat be approved under chapter 98 for any other lot dimensions than the dimensions authorized in the residential district "R-1 E" Single-Family Estate.

Section two. Findings. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

Section three. Penalty. A violation of this Ordinance is unlawful and subject to City Code of Ordinances Sec. 1-6 (entitled “*general penalty*”).

Section four. Cumulative. This ordinance shall be cumulative of all provisions of all ordinances and codes, or parts thereof, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event Section 5, (entitled “*repealer*”) shall be controlling.

Section five. Repealer. All ordinances and codes, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

Section six. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance

Interim zoning

and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Ordinance would have been enacted without such invalid provision.

Section nine. Effective Date. This Ordinance shall be effective upon the date of final adoption hereof.

Passed on first reading on the 8th day of November 2022

Passed, Approved and Adopted on the 13th day of December 2022

CITY OF BURNET

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

AN ORDINANCE AMENDING CITY OF BURNET CODE OF ORDINANCES, CHAPTER 118 (ENTITLED “ZONING”) SECTION 118-22 (ENTITLED ZONING OF ANNEXED AREAS”) BY AUTOMATICALLY CLASSIFYING NEWLY ANNEXED TERRITORY AS RESIDENTIAL DISTRICT "R-1E" SINGLE-FAMILY ESTATE; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE (H. Erkan Jr.)

City Council Regular Meeting

December 13, 2022

Second Reading

A large yellow triangle is positioned in the bottom right corner of the slide, pointing towards the top right.

Background

Newly annexed land assigned an interim zoning classification



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graph TD; A[Newly annexed land assigned an interim zoning classification] --> B[Current interim zoning classification "R-1"]; B --> C["Minimum lots size - 9000 square feet<br/>Minimum living area – 1350 square feet"];
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Current interim zoning classification “R-1”

Minimum lots size - 9000 square feet
Minimum living area – 1350 square feet

Information

Ordinance establishes R1-E as
interim zoning classification

Minimum lot
size one acre

Minimum living
area 2,100
square feet*

*These measurements assume
acceptance of Ordinance presented
beforehand



Lot Size Comparison

Large square equals one acre

Small square equals 9000
square feet



Questions?



Administration

ITEM 4.3

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

Action

Meeting Date: December 13, 2022

Agenda Item: Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING THE PROVISION OF WATER TAPS AND METERS FOR THREE HOUSEHOLDS LOCATED IN THE EXTRATERRITORIAL JURISDICTION AND AUTHORIZING THE MAYOR'S EXECUTION OF SAID INSTRUMENTS ON BEHALF OF THE CITY. H. Erkan

Background: In May 1986 the City entered into a Water Pipeline Easement and Right-of-Way with Post Oak Ranch LTD. Council's purpose for approving said Agreement was to acquire an easement for the placement of a potable water transmission line. In consideration the Landowner received authorization to *"tap into and connect onto said water pipeline at five (5) locations chosen by [Landowner] along the easement line as described in Exhibit "A" [of the Easement instrument] in order to take water from said pipeline for use by five (5) households located on land adjoining the easement area."* Subsequently, two taps have been released leaving three. Hoover Valley 1952, LLC, recently acquired the Post Oak Ranch LTD property and has requested the release of the remaining three taps.

Information: This agreement provides the terms and conditions by which the three taps and meters will be provided. The agreement assures the taps and meters shall be of such size as to only serve one household each. Moreover, the agreement provides the meters and taps shall be installed under the city's supervision upon the landowner's payment of the stated impact, meter, and tap fees. Extension of the service line from the meter to the house will be at the landowner's expense. Additionally, the agreement discloses the taps will be connected to a high pressure line and assigns associated risks to the landowner, including the landowner's indemnification to the city for any damages or injury caused by the taps/water service connections.

Fiscal Impact The City shall recover its costs associated with the installation of the three water taps and meters from the landowner. In addition, the landowner shall pay prevailing impact fees. Thereafter, the

Resolution approving out of city water tap/service agreement

landowner shall pay out of city usage fees each month based on water consumption.

Recommendation: Approve Resolution No. R2022-82 as presented.

RESOLUTION NO. R2022-82

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING THE PROVISION OF WATER TAPS AND METERS FOR THREE HOUSEHOLDS LOCATED IN THE EXTRATERRITORIAL JURISDICTION AND AUTHORIZING THE MAYOR'S EXECUTION OF SAID INSTRUMENTS ON BEHALF OF THE CITY

Whereas, in May 1986 the City entered into a Water Pipeline Easement and Right-of-Way with Post Oak Ranch LTD. Council's purpose for entering into this Agreement was to acquire an easement for the placement of a potable water transmission line; and ; and

Whereas, in consideration the Landowner received authorization to "*tap into and connect onto said water pipeline at five (5) locations chosen by [Landowner] along the easement line as described in Exhibit "A" [of the Easement instrument] in order to take water from said pipeline for use by five (5) households located on land adjoining the easement area.*"

Whereas, subsequently, two taps have been released leaving three; and

Whereas, Hoover Valley 1952, LLC, recently acquired the Post Oak Ranch LTD property and has requested the release of the remaining three taps; and

Whereas, the purpose of this resolution is to approve an agreement stating the terms and conditions by which the aforementioned taps and water meters shall be provided.

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

Easement Agreements Approved. The Water Pipeline Easement and Right-of-Way Water Tap Agreement, attachment hereto, is hereby approved.

Section two. Authorization. The mayor is hereby authorized to execute an instrument in substantial form as the attachment hereto and take such further action, and execute such ancillary documents, as may be reasonably necessary to facilitate the purpose of this resolution.

Section three. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

Resolution approving out of city water tap/service agreement

Section four. Effective Date. That this resolution shall take effect immediately upon its passage, and approval as prescribed by law.

PASSED AND APPROVED this the 13th day of December 2022.

CITY OF BURNET, TEXAS

ATTEST:

Crista Goble Bromley, Mayor

Kelly Dix, City Secretary

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

WATER PIPELINE EASEMENT AND RIGHT-OF-WAY WATER TAP AGREEMENT

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

This Water Pipeline Easement and Right-of-Way Water Tap Agreement (hereinafter referred to as “*Agreement*”) is made by and between the City of Burnet, a Texas home rule municipality (hereinafter referred to as “*City*”), and the Hoover Valley 1952, LLC, (hereinafter referred to as “*Landowner*”) to be effective this 13th day of December 2022 (the “*Effective Date*”).

I. Purpose.

The purpose of this Agreement is to provide a memorialization of the terms and conditions by which City agrees to provide three (3) three-fourth of an inch (¾”) diameter Water Taps and Meters to serve three (3) households located on land adjoining the easement area described in that certain Water Pipeline Easement and Right-of-Way instrument, recorded on **May 21, 1986, in Volume 364, Page 502** of the Public Records of Burnet, County, Texas. Landowner acknowledges and agrees that the receipt of said Water Taps and Meters, as provided in this Agreement, shall satisfy all obligations of the City under the aforementioned Water Pipeline Easement and Right-of-Way instrument, and that City’s agreement to provide such Water Taps and Meters by this Agreement is good and satisfactory consideration making this Agreement binding.

II. Stipulations to facts.

2.01 The Parties acknowledge and agree to the truthfulness and correctness of the statements of facts set out in this Article II and confess and stipulate to the following:

- (a) The easement (hereinafter the “Easement”) at issue is described in that certain Water Pipeline Easement and Right-of-Way instrument, recorded on **May 21, 1986, in Volume 364, Page 502** of the Public Records of Burnet, County, Texas, a copy of which is attached hereto as **Exhibit “A”**.
- (b) The real property on which the Easement is located (hereinafter the “Land”) is described in that certain Genera Warranty Deed instrument recorded on November 1, 2022, as Document No. 202215461 in the Public Records of Burnet, County, Texas, a copy of which is attached hereto as **Exhibit “B”**.
- (c) Paragraph 24 of the instrument granting the Easement allows the owner of the Land to “*tap into and connect onto said water pipeline at five (5) locations chosen by [Landowner] along the easement line as described in Exhibit “A” [of the Easement*

instrument] in order to take water from said pipeline for use by five (5) households located on land adjoining the easement area.”

- (d) Pursuant to the above referenced paragraph two (2) Water Taps have been given, leaving three (3) available.
- (e) The City’s grant of the three (3) Water Taps pursuant to the terms and conditions of this Agreement shall constitute the City’s fulfillment of all of the City’s obligations as described in **Exhibit “A”**.

III. The Water Taps.

3.01 Maximum Number of Water Taps and Meters: Three (3).

3.02 Size: Each Water Tap and Meter shall be no greater than three-fourth of an inch ($\frac{3}{4}$ ”) in diameter.

3.03 Installation: The Water Taps and Meters shall be installed by the City or a licensed contractor selected by the City.

3.04 Location and serviced parcel. Each Water Tap and Meter shall be installed at the location within the Easement described in **Exhibit “A”** and shall serve a single-family residential dwelling within the Land described on **Exhibit “B”** at such location determined Landowner. Moreover, Landowner shall be responsible for the costs of the installation of each service line, by a license plumber, between the Meter and the dwelling unit served by said Meter; and shall reserve a service line easement should the land be subdivided.

3.05 Fees: Prior to installation Landowner shall pay fees as established be ordinance, which are as follows:

- (a) Tap fee: \$ 2394.15 for each Water Tap
- (b) Meter fee: \$ 425.00 for each meter.
- (c) Impact fee: \$ 1084.50 for each Water Tap.

Note: Tap and meter fee pricing is good for 30 days from the Effective Date. Thereafter, the then prevailing tap and meter fees shall apply.

III Delivery of Water

3.01 Out of City Customer. Landowner shall receive water service from the City as an “*out of city*” customer and shall be subject all the terms and conditions set out in the City Code of Ordinances for such service including the “*out of city*” service rate established in City Code Sec. 110-30, as same may be amended, recodified, or otherwise revised from time to time.

3.02 Meter reading. Landowner, grants to City, for itself, its, officers, employees, consultants a revocable license to enter the Land for the purposes of water meter reading, and other matters relating to the provision of water to the Land. Although this license may be

revocable at Landowner's discretion, Landowner understands and agrees that the revocation of this license shall cause City to terminate water service to the Land.

- 3.03 Water Pressure.** Water will be delivered to Landowner at the point of delivery based on the City's prevailing system pressure. City does not guarantee any minimum or maximum water pressure. Landowner shall be solely responsible for the regulation of water pressure and assumes any and all liability as a result of insufficient or excess pressure, including any damages that results from such pressures. **LANDOWNER ACKNOWLEDGES THAT THE POINT OF DELIVERY SHALL BE FROM A HIGH-PRESSURE TRANSMISSION LINE AND AGREES THAT LANDOWNER SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL DAMAGED CAUSED BY HIGH WATER PRESSURE TO ANY REAL AND/OR PERSONAL PROPERTY; OR ANY INJURY OR DEATH TO ANY PERSON DAMAGED CAUSED BY SAID HIGH WATER PRESSURE; AND LANDOWNER AGREES TO TAKE ALL NECESSARY STEPS TO REDUCE WATER PRESSURE AFTER THE POINT OF DELIVERY TO ELIMINATE THE POTENTIAL FOR SUCH DAMAGE.**

IV Landowner's Representations.

- 4.01 Authority.** The person executing this Agreement on behalf of Landowner represents that he/she has the power and authority to do so and to bind his/her principal to the terms of this Agreement.
- 4.02 Rightful claimant.** Landowner represents Landowner is the rightful owner of the Real Property described in aforementioned Water Pipeline Easement and Right-of-Way instrument the sole party entitled to the three (3) water taps remaining under said Water Pipeline Easement and Right-of-Way instrument; and represents no other party has any right, or claim, to any of said water taps.
- 4.03 No more than two (2) taps released.** Landowner represents that, of the Effective Date, except for the two (2) water taps referenced in Article II, neither Landowner, nor any other party has received any of the five (5) water taps referenced in the aforementioned Water Pipeline Easement and Right-of-Way instrument.
- 4.04 Tap disconnection.** Landowner represents and agrees that the City may disconnect one or more taps in the event any of Landowner's Disclosures are found to be false.

V Liability and Indemnification

- 5.01 No Liability of City Personnel.** Landowner agrees that no provision of this Agreement is intended to or shall be interpreted to negate or diminish any statutory or common law rights the City may have to immunity under the laws of the State of Texas. Further, Landowner agrees that it may assert claims only against the assets of City and that under no circumstances shall any officer or employee of City be personally liable for any of the obligations of City under this Agreement.

5.02 INDEMNIFICATION. LANDOWNER AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL LIABILITY FOR ANY AND ALL CLAIMS, LIENS, SUITS, DEMANDS, AND/OR ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), AND EXPENSES, INCLUDING COURT COSTS AND ATTORNEYS' FEES AND OTHER REASONABLE COSTS OCCASIONED BY THE PROVISION OF WATER TAPS AND WATER SERVICE, OR OTHER ACTIVITIES, CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS AGREEMENT AND ARISING OUT OF, OR RESULTING FROM, THE MISREPRESENTATION OF FACTS, INTENTIONAL, KNOWING, RECKLESS OR GROSSLY NEGLIGENT ACTS OR NEGLIGENCE OF LANDOWNER, ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ALL SUCH CAUSES OF ACTION BASED ON COMMON, CONSTITUTIONAL, OR STATUTORY LAW; OR BASED UPON THE NEGLIGENT ACTS OR OMISSIONS OF LANDOWNER, ITS OFFICERS, AGENTS AND EMPLOYEES. FURTHER LANDOWNER AGREES WITH RESPECT TO THE ABOVE INDEMNITY, THAT LANDOWNER WILL PROVIDE CITY PROMPT AND TIMELY NOTICE OF ANY EVENT COVERED WHICH IN ANY WAY, DIRECTLY OR INDIRECTLY, CONTINGENTLY, OR OTHERWISE, AFFECTS OR MIGHT AFFECT THE CITY, AND THE CITY SHALL HAVE THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CITY AND LANDOWNER, THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS INDEMNITY BY LANDOWNER TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE WHILE THE CITY IS PARTICIPATING IN THIS AGREEMENT WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT SHALL BE APPLICABLE TO ANY CLAIM, LOSS, DAMAGE OR CAUSE OF ACTION, SUIT, AND LIABILITY WHERE THE INJURY, DEATH, OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, UNMIXED WITH THE FAULT OF ANY PERSON OR ENTITY.

VI Miscellaneous

- 6.01 Amendments.** This Agreement may be amended only by a written instrument so stating which is executed by the Parties hereto.
- 6.02 Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same agreement.

6.03 Exhibits. All exhibits to this Agreement are incorporated herein fully by reference and include:

Exhibit “A” Water Pipeline Easement and Right-of-Way instrument

Exhibit “B” General Warranty Deed instrument

6.04 Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

6.05 Governing Law and Venue. This Agreement shall be construed, interpreted, and applied in accordance with and shall be governed by the laws applicable to the State of Texas. Venue for any disputes arising under this Agreement shall be in Burnet County, Texas.

6.06 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

6.07 Notice. Any notice required or permitted to be delivered under this Agreement shall be forwarded via hand-delivery or the United States Postal Service, postage prepaid, to the addresses shown below:

City
City of Burnet
Attn. City Manager
P.O. Box 1369
1001 Buchanan Drive, Suite 4
Burnet, Texas 78611

Landowner
Hoover Valley 1952, LLC
Attn. Nason Hengst
1303 Creekstone Drive
Cedar Park, Texas 78613

Each party may change its notice address by providing the other party written notice of such change at least ten (10) business days in advance of such change.

6.08 Relationship. Landowner shall at all times be independent of City and not the employee or agent of City, with respect to the matters provided for herein. Landowner shall have no right or power to contract with third parties for, on behalf of, or in the name of City or to otherwise bind or obligate the City.

6.08 Severability. In the event any provision of this Agreement is illegal, invalid, or unenforceable under the present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.09 Waivers. No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof or of any breach of any other provision hereof.

When the context requires, singular nouns and pronouns include the plural.

The remainder of this page is intentionally blank and signature pages follow.

To be effective as of the date first stated above.

CITY OF BURNET, TEXAS,
a Texas home-rule municipality

By: _____
Crista Goble Bromley, Mayor

THE STATE OF TEXAS §
 §
COUNTY OF BURNET §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Crista Goble Bromley, mayor of the City of Burnet, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and, in the capacity, therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____day of _____, 2022.

(Personalized Seal)

Notary Public's Signature

The remainder of this page is intentionally blank and Landowner's signature page follows.

LANDOWNER

Hoover Valley 1952, LLC, a Texas limited liability company

By: _____
Nason Hengst, Manager

THE STATE OF TEXAS

§

COUNTY OF BURNET

§

§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Nason Hengst, manager of Hoover Valley 1952, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __ day of _____, 2022.

(Personalized Seal)

Notary Public's Signature

Exhibit “A”
Water Pipeline Easement and Right-of-Way instrument

THE STATE OF TEXAS)
)
 COUNTY OF BURNET)

KNOW ALL MEN BY THESE PRESENTS:

That POST OAK RANCH, LTD, a Texas limited partnership, (hereinafter called "GRANTOR"), for and in consideration of the covenants and agreements made herein by THE CITY OF BURNET, TEXAS, a municipal corporation, (hereinafter called "GRANTEE"), and for the further consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration paid to it, by GRANTEE, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, subject to the covenants and conditions hereinafter set forth, unto GRANTEE, its successors and assigns, a non-exclusive easement and non-exclusive right-of-way THIRTY FEET (30') in width, to lay, construct, operate, inspect, maintain, and repair a pipeline for the transportation of water, said THIRTY FOOT (30') in width easement being in, over and under that certain thirty foot (30') in width strip of land in Burnet County, Texas, described in Exhibit A attached hereto, (which said easement is FIFTEEN FEET [15'] on either side of the centerline described in said Exhibit A attached hereto) and incorporated herein for all purposes by reference, together with the right, as hereinafter provided and restricted, of ingress to and from said right-of-way for such purposes.

It is expressly agreed and understood, however, that the foregoing easement is granted and accepted subject to the following covenants and conditions:

1. Only one (1) water pipeline may be constructed within the herein granted easement by the GRANTEE, its successors or assigns, and said water pipeline shall be constructed and located along the centerline of the easement as described in Exhibit A attached hereto.
2. GRANTEE, its successors and assigns, shall after conducting its construction, repair, maintenance and other operations hereunder restore the easement area to as near the condition existing prior to such operations as is reasonably possible.

3. GRANTEE, its successors and assigns, shall remove all rocks eight inches (8") in diameter or larger from the land and said rocks shall be disposed of, at GRANTOR'S option, in either of the following manners: (i) burying said rocks within the right-of-way area; or (ii) removing said rock from GRANTOR'S property completely. Said rocks are to be so removed from the easement area or so buried within thirty (30) days after the completion of the construction of the pipeline in and through GRANTOR'S land.

4. GRANTEE, its successors or assigns, shall bury its water pipeline at a depth of at least EIGHTEEN INCHES (18") from the surface.

5. Anything herein to the contrary notwithstanding, the right-of-way easement herein granted shall be deemed to extend FORTY-TWO AND ONE-HALF FEET (42-1/2') on the North side and FIFTEEN FEET (15') on the South side of the above described centerline as indicated on Exhibit A during the time that the initial or first pipeline is being laid and placed in the ground. At all times after the initial or first pipeline is laid and placed in the ground, the right-of-way easement shall be limited to the THIRTY FEET (30') width aforesaid. It is expressly agreed that even if a pipeline is laid and placed in the ground after the initial construction, the easement and right-of-way herein granted shall never be deemed to be more than THIRTY FEET (30') in width and that the FORTY-TWO AND ONE-HALF FOOT (42-1/2') easement on the North side and the FIFTEEN FOOT (15') easement on the South side of said centerline as described above applies only to the period of construction of the initial or first pipeline constructed within the easement and to no further construction periods thereafter. Nothing within this paragraph shall be construed as allowing the GRANTEE, its successors or assigns, to place more than one (1) water pipeline within the herein granted easement.

6. During construction, and in order to maintain and repair said water pipeline, GRANTEE shall have access to the right-of-way easement herein granted from public roads and, with GRANTOR'S permission, private roads, or from the ends of the right-of-way.

provided, however, access to the right-of-way by GRANTEE shall be by such route or routes as shall occasion the least practicable damage and inconvenience to GRANTOR.

7. GRANTEE shall have the right to construct gates where the pipeline crosses GRANTOR'S fences, provided, however, all gate posts shall be set in concrete at a depth of at least THREE FEET (3') from the surface. GRANTEE, its successors and assigns, shall maintain and keep said gates in good order and repair at all times. Where GRANTEE'S right-of-way crosses a fence, GRANTEE shall have the right and authority to cut such fence, but only after having first H-braced the same in a manner consistent with fencing practices elsewhere on the land crossed by the right-of-way. All such H-bracing and fencing as the same extends over the right-of-way shall be maintained by the GRANTEE, its successors and assigns, in a good and workmanlike manner, consistent with fencing practices elsewhere on the land crossed by the right-of-way.

8. GRANTEE agrees to guard or otherwise protect the locations where the herein granted easement crosses any fence so as to prevent livestock of GRANTOR or GRANTOR'S tenant from crossing into any other pasture or adjoining land; in the event any livestock does escape same shall be returned at GRANTEE'S expense.

9. The easement and right-of-way herein granted are granted and conveyed and accepted by GRANTEE subject to: (i) any visible and apparent easements; and (ii) any existing liens, rights-of-way, leases, easements, exceptions, reservations, public highways and roads. GRANTOR represents that a tenant (~~X~~) (is not) presently in possession of the property in question under a lease agreement between such parties. (The tenant presently in possession of the property in question is _____, with a mailing address of _____).

10. In construction of said pipeline, GRANTEE shall not blade the above described right-of-way, except where reasonable pipeline construction practices demand that the area be bladed; it being further agreed by GRANTEE that in backfilling the open ditch across cultivated land, the top six inches (6") of soil to cover the ditch

will be of the original topsoil originally removed therefrom and it will be moved by maintainers or by bulldozers using angle blades.

11. In the construction of said pipeline, GRANTEE shall not leave the ditch thereof open for more than SIXTY (60) days from the date soil is first moved in the construction thereof.

12. GRANTEE, its successors and assigns shall give three (3) days prior notice to GRANTOR of the dates upon which it expects to enter on the right-of-way.

13. In the event GRANTOR, its successors or assigns, construct or erect or place other utilities within the thirty foot (30') easement, then prior to doing so the GRANTOR shall so notify the GRANTEE; the GRANTOR does not have to obtain any permission from the GRANTEE, its successors or assigns, to place other utilities within the easement, because, as stated above, this is a non-exclusive easement; instead, the GRANTOR, its successors or assigns, simply have to notify the GRANTEE that same will be placed within the easement.

14. GRANTEE, its successors or assigns, shall promptly repair all washouts and erosion caused in the exercise of its rights herein granted and shall protect all areas in which the topsoil is disturbed by the construction, operation, maintenance or repair of the pipeline; GRANTEE shall, within thirty (30) days after completion of any construction, repack the dirt and hump up the dirt within the easement area so that the easement area will not sink in; also GRANTEE shall, within thirty (30) days after the completion of any construction, plant native grasses throughout the easement area. GRANTEE, its successors and assigns, shall keep the easement area clean of cedar, mesquite, prickley pear and cockleburs.

15. GRANTEE further agrees that it, its successors and assigns, shall be and remain liable for all damages to GRANTOR, its successors and assigns, resulting from the acts or omissions of GRANTEE, its contractors (whether independent or otherwise), agents, servants, employees, assigns, or invitees, said damages to include, but not be limited to, injury to or death of persons or damage to property (including, but not limited to, livestock). The

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consideration paid for the right-of-way granted hereby is not to be construed in any way as consideration for payment of damages as provided herein.

GRANTEE further agrees to assume the risk of and protect, indemnify and SAVE AND HOLD HARMLESS GRANTOR and GRANTOR'S successors and assigns, and GRANTOR'S and GRANTOR'S successors' and assigns' estates and properties from all claims, demands, costs, damages, losses, injuries and expenses, including reasonable attorney's fees for the defense of such claims and demands, which may arise out of or be asserted in connection with (i) GRANTEE'S and GRANTEE'S successors and assigns, utilization and exercise of the rights acquired by GRANTEE hereunder; (ii) any breach, on the part of GRANTEE, its successors or assigns, of any of the covenants and conditions of this easement; and/or (iii) any act, omission or negligence of GRANTEE, its contractors (whether independent or otherwise), agents, servants, employees, invitees, successors or assigns, in or about the easement area or in getting to and from the easement area. In case of any action or proceeding brought against GRANTOR, or GRANTOR'S successors or assigns, by reason of any of such claim, GRANTEE, its successors or assigns, upon notice from GRANTOR, or GRANTOR'S successors or assigns, agrees to defend the action or proceeding, at its expense, by counsel acceptable to GRANTOR, or GRANTOR'S successors or assigns.

16. GRANTEE, its successors and assigns, shall restrict its operations to the existing pipeline right-of-way and to the easement herein granted and shall not, except with GRANTOR'S permission, enter upon or cross GRANTOR'S adjoining lands.

17. GRANTEE agrees, and obligates itself to see that no hunting or fishing shall be done on or along the easement by GRANTEE or by employees or agents of GRANTEE or by GRANTEE'S contractor or their employees. No firearms shall be carried onto the easement area or GRANTOR'S adjoining property or discharged at any time by GRANTEE or by any contractor, agent, servant or employee of GRANTEE or anyone entering the premises under authorization of this document.

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18. GRANTEE shall, within sixty (60) days after completion of construction, clear the easement of trash, litter and debris.

19. GRANTEE, its successors and assigns, shall exercise the rights granted hereunder in such a manner as to minimize possible damage and harm to the surface of the land, to the livestock thereon, to the agricultural operations of GRANTOR and to all other operations of GRANTOR thereon. GRANTEE, its successors and assigns, shall be fully responsible for the acts of all its agents, servants, invitees, employees and contractors (whether independent or otherwise) while on the premises covered by the right-of-way granted hereby and while on other property of GRANTOR in the process of going to or coming from the right-of-way granted hereby.

20. GRANTEE is hereby granted the right to install, operate, maintain and repair a valve, or valves, with necessary fittings and appurtenances within the THIRTY FOOT (30') easement area in connection with the construction, operation, maintenance and repair of GRANTEE'S water pipeline, together with the right of ingress to and from the same as provided herein. GRANTEE shall have the right to erect a fence around said valve or valves, and to install pipeline markers which will be placed within the boundaries of the THIRTY FOOT (30') easement.

21. GRANTOR reserves for itself, its successors and assigns, the right to fully use and enjoy the easement area described and conveyed herein, which right shall include, but not be limited to, the reservation to the GRANTOR, its successors and assigns, of all oil, gas and other minerals in and on and under the easement, provided, however, that GRANTOR, its successors and assigns, shall not be permitted to drill or operate for such minerals on the surface of said easement, if such drilling or operations would damage the water pipeline placed within the easement by GRANTEE; instead, the GRANTOR, its successors or assigns, will be permitted to extract oil, gas and other minerals from and under said easement by directional drilling or other means from land located outside the boundaries of said easement, so long as GRANTEE'S rights are not affected. GRANTOR also reserves, for itself, its successors and assigns, the following

rights, to-wit: (i) the right to plant and grow crops, landscape, and graze cattle over the easement area; and (ii) the right to construct, maintain, repair and operate roads, streets, alleys, parking lots, sidewalks, bridges, railroad tracts, underground communication conduits, electric transmissions and distribution lines, telephone lines, gas pipelines, water pipelines, drainage and sewer pipelines, on, in, under, over, through and across the easement area. Without in any way limiting the generality of the above provisions, it is agreed that GRANTOR, its successors and assigns, have the right to construct paved or unpaved roads on, over and across all or a portion of the easement area and it is agreed that GRANTEE shall, after its construction, repair, maintenance and all other operations hereunder, restore said roads to the condition existing prior to such construction, repair, maintenance or other operations.

22. GRANTEE, its successors and assigns, shall have the right to clear and keep clear all trees and undergrowth from the herein granted easement (and in certain instances as provided in Paragraph 14 hereof, shall be required to keep clear the easement area of certain regrowth); GRANTOR agrees not to build, construct, create, nor permit others to build, construct, or create any buildings on the herein granted easement that will interfere with the normal operation and maintenance of the pipeline.

23. GRANTEE, its successors or assigns, shall not fence the easement area without the written consent of GRANTOR.

24. Since the GRANTOR'S land adjoining this easement is not now within the City limits of Burnet, Texas, GRANTEE shall allow GRANTOR, its successors and assigns, to tap into and connect onto said water pipeline at five (5) locations chosen by GRANTOR along the easement line as described in Exhibit A attached hereto in order to take water from said pipeline for use by five (5) households located on land adjoining the easement area. GRANTOR, its successors and assigns, and not GRANTEE, shall be responsible for constructing the waterlines from GRANTEE'S pipeline to said households. GRANTEE agrees to provide GRANTOR water through the above taps and

connections at a cost no greater than 120% of what GRANTOR charges individual households located within the city limits of Burnet, Texas, for water. However, in the event any of GRANTOR'S property adjoining the easement area described above should, after the date hereof, come to be located within the City limits of Burnet, Texas, then GRANTOR, its successors or assigns, shall be allowed taps into said waterline constructed by GRANTEE within the easement in the same manner as other property owners within the said City limits of Burnet, Texas, so as to provide said adjoining land so located within the said City limits with a water source.

In the event GRANTOR, its successors or assigns, decide to develop their lands adjoining this easement into some type of development in the future, but said adjoining lands are not then located within the City limits of Burnet, Texas, then it is agreed that the GRANTEE, its successors or assigns, shall use all reasonable efforts to try to work out some type of arrangement whereby the GRANTOR, its successors or assigns, may take water from said water pipeline in order to provide said development with a source of water.

25. GRANTEE, its successors and assigns, shall promptly replace any existing waterline which crosses the easement granted herein with material or materials of equal quality thereby restoring said waterline to its prior capacity, usefulness and proper function without cost to GRANTOR, its successors or assigns, and to the satisfaction of GRANTOR, its successors or assigns.

26. This Agreement is binding upon and inures to the benefit of the heirs, executors, administrators, successors and assigns, of the parties hereto; and may be assigned, in whole or in part, within the limitations aforesaid; but GRANTEE shall not be relieved of any of its obligations by any such assignments unless otherwise agreed to in writing by GRANTOR.

TO HAVE AND TO HOLD said easement unto the GRANTEE for so long as said easement is used for the purposes above stated; provided that should the GRANTEE, its successors or assigns, herein abandon or fail to utilize its easement herein granted for a period of three (3) years, its rights hereunder will terminate and revert absolutely to

GRANTOR, its successors or assigns; and in the event of such abandonment or reversion GRANTEE, its successors or assigns, shall be obligated to execute and deliver to GRANTOR, its successors and assigns, a formal release of all rights hereunder.

As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include the others.

DATED this 24th day of FEBRUARY, 1986.

POST OAK RANCH, LTD.

By: Jimsey Duncan Husted
JIMSEY DUNCAN HUSTED

By: Jamie Husted Akenhead
JAMIE HUSTED AKENHEAD

By: James Duncan Husted
HARRIS DUNCAN HUSTED

"GRANTOR"

ACCEPTED:

CITY OF BURNET, TEXAS - GRANTEE

By: Howard R. Benton
HOWARD R. BENTON, Mayor

ATTEST:

Pat Williams
PAT WILLIAMS, City Secretary

THE STATE OF TEXAS)

COUNTY OF BURNET)

This instrument was acknowledged before me on this the 24th day of FEBRUARY, by JIMSEY DUNCAN HUSTED, partner of POST OAK RANCH, LTD., A Texas limited partnership.

James H. Herbert
Notary Public, State of Texas

JAMES H. HERBERT

Notary's printed name

My commission expires: 10-31-88

THE STATE OF TEXAS)

COUNTY OF Blum)

This instrument was acknowledged before me on the 21st day of February, 1986, by JAMIE HUSTED AKENHEAD, partner of POST OAK RANCH, LTD., a Texas limited partnership.

Patsy R. Williams
Notary Public, State of Texas
Patsy R. Williams
Notary's printed name
My commission expires: 8-24-89

THE STATE OF TEXAS)

COUNTY OF Blum)

This instrument was acknowledged before me on the 21st day of February, 1986, by HARRIS DUNCAN HUSTED, partner of POST OAK RANCH, LTD., a Texas Limited partnership.

Patsy R. Williams
Notary Public, State of Texas
Patsy R. Williams
Notary's printed name
My commission expires: 8-24-89

RECORDER'S MEMORANDUM:

At the time of recordation this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.



Willis and Associates

LAND SURVEYORS & PLANNERS

210 Main • Marble Falls, Texas • 78664

JOHN HAMILTON SUR NO 1

STATE OF TEXAS:
COUNTY OF BURNET:

Field notes of a 30 ft. wide water pipeline easement out of the Alexander Hamilton Survey No. 9, Abstract No. 404 and the William H. Magill Survey No. 42, Abstract No. 582 of Burnet County, Texas and being within that certain 1011.8 acres of land, more or less, conveyed by Donald C. Duncan et ux. to Jimsey Husted as recorded in Volume 102, Page 545 et seq. of the Burnet County Deed Records, Burnet County, Texas, the centerline of which is described as follows:

Beginning at a point in the South right of way line of Hoover Valley Road, from which point the approximate Southeast corner of the Thomas Shepherd Survey No. 806, Abstract No. 851 and the approximate Southwest corner of said Alexander Hamilton Survey No. 9, Abstract No. 404 bears S 66° 29' 53" W 388.62 ft.,

Thence with the centerline of said 30 ft. wide water pipeline easement as follows:

S 20° 25' 58" E 45.78 ft.,
N 79° 05' 36" E 766.94 ft.,

and N 78° 13' 51" E at approximately 2,275.62 ft., crossing the South line of said Alexander Hamilton Survey No. 9 and the North line of said W. H. Magill Survey No. 42, in all a total distance of 4,536.99 ft. to a point at or near the East line of said W. H. Magill Survey No. 42 and the West line of the Eugenio Perez Survey No. 41, Abstract No. 672 for the point of termination hereof, from which point the approximate Southwest corner of the John Hamilton Survey No. 1, Abstract No. 405 and the approximate Southeast corner of said Alexander Hamilton Survey No. 9 bears N 12° 00' 00" W 15.0 ft..

RECORDER'S MEMORANDUM:

At the time of recordation this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

THOMAS SHEPHERD SUR. NO 806

ALEXANDER HAMILTON SUR. NO. 9

Q OF 30 FT. UTILITY EASEMENT

30 FT

4536.99

N 78° 13' 51" E

45.78'

S 20° 25' 58" E

N 79° 05' 36" E

766.94

Beginning
HOOVER
VALLEY
ROAD

WM. MAGILL SUR. NO. 42

ABEL HARNES SUR. NO. 9

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I hereby certify that the field notes hereon represent the results of an on the ground survey made under my direction and supervision and that all corners are as described hereon

City of Burnet

THESE FIELD NOTES ARE FOR THE EXCLUSIVE USE OF
AND THE PARTY TO WHOM SAID PERSON CONVEYS SUBJECT PROPERTY AND THE
UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE TO OTHERS FOR ANY LOSS RESULT-
ING THEREFROM.

Date 9/11/85

Job No. 6007

Office--J. Martin

EXHIBIT A

RECORDER'S MEMORANDUM:

At the time of recordation this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED FOR RECORD 20th DAY OF MAY, A.D., 1986, AT 10:49 O'CLOCK A. M.
RECORDED THIS THE 21ST DAY OF MAY, A.D., 1986, AT 11:38 O'CLOCK A. M.
MILLIE WILLIAMS, COUNTY CLERK, BURNET COUNTY, TEXAS. BY: Martha Williams DEPUTY.

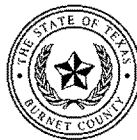
Exhibit “B”
General Warranty Deed instrument

202215461

ELECTRONICALLY RECORDED

Official Public Records

11/1/2022 9:24 AM



Janet Parker

Janet Parker, County Clerk

Burnet County, TX

Pages: 7

D

Fee: \$ 50.00

Independence Title/GF# 2231811 -TOH/CKH

**GENERAL WARRANTY DEED
with Vendor's Lien**

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.

STATE OF TEXAS

COUNTY OF BURNET

DATE:

October 31, 2022

GRANTOR:

Harris Duncan Husted

GRANTOR'S ADDRESS:

1611 Mariners Cove, College Station, TX 77845

GRANTEE:

Hoover Valley 1952, LLC, a Texas limited liability company

GRANTEE'S ADDRESS:

1303 Creekstone Drive Cedar Park, TX 78613

LENDER:

Alliance Bank Central Texas

LENDER'S ADDRESS:

191 Archway Drive, Woodway, TX 76712

CONSIDERATION:

TEN DOLLARS (\$10.00) cash and other good and valuable consideration, together with the further consideration of the execution and delivery by Grantee of the Note to Lender, further identified below.

REAL PROPERTY

(INCLUDING ANY IMPROVEMENTS)

[THE "PROPERTY" HEREIN]:

TRACT I:

Being OF 84.00 ACRES OF LAND PURPORTED TO BE IN THE ALEXANDER HAMILTON SURVEY, ABSTRACT NUMBER 404, BURNET COUNTY, TEXAS, AND BEING THE REMAINDER OF THAT CALLED 89.74 ACRES OF LAND DESCRIBED TO HARRIS DUNCAN HUSTED IN THAT CERTAIN GENERAL WARRANTY DEED AS

GENERAL WARRANTY DEED WITH VENDOR'S LIEN

RECORDED IN VOLUME 860, PAGE 493, OFFICIAL PUBLIC RECORDS BURNET COUNTY, TEXAS, THE HEREIN DESCRIBED 84.00 ACRES OF LAND BEING SHOWN ON A SKETCH PREPARED HERewith AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS attached hereto as Exhibit "A". (Fee Simple)

TRACT II:

BEING a perpetual non-exclusive roadway access easement on, over, and across that Sixty Foot (60') wide easement described in Exhibit "B" attached hereto, for access to and from the property to Hoover Valley Road. (Easement Estate)

RESERVATIONS FROM CONVEYANCE & WARRANTY:

Grantor reserves an undivided fifty percent (50%) of Grantor's interest in the Mineral Estate owned by Grantor. "Mineral Estate" means all oil, gas, and other minerals in and under and that may be produced from the Property, any royalty under any existing or future mineral lease covering any part of the Property, executive rights (including the right to sign a mineral lease covering any part of the Property), implied rights of ingress and egress, exploration and development rights, production and drilling rights, mineral lease payments, and all related rights and benefits. The Mineral Estate does NOT include water, sand, gravel, limestone, building stone, caliche, surface shale, near-surface lignite, and iron, but DOES include the reasonable use of these surface materials for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals from the Property.

EXCEPTIONS TO CONVEYANCE & WARRANTY:

Those matters permitted by the purchase and sale agreement between Grantor (as seller) and Grantee (as buyer) regarding the Property, but only to the extent those matters are applicable to the Property.

VENDOR'S LIEN:

It is expressly agreed that a VENDOR'S LIEN, as well as the superior title in and to the Property, is retained against the Property, premises, and improvements until the below-described Note and all interest thereon are fully paid according to the face, tenor, effect, and reading thereof, when this Deed shall become absolute.

ASSIGNMENT OF VENDOR'S LIEN (3RD-PARTY LENDER FINANCING):

Lender, at the instance and request of Grantee, advanced and paid in cash to Grantor that portion of the purchase price of the Property as is evidenced by a note (the "Note") of even date herewith that is in the principal amount of \$1,289,250.25 in partial consideration for the purchase of the Property; THEREFORE, the Vendor's Lien, together with the superior title to the Property, is retained herein for the benefit of Lender and both are hereby TRANSFERRED and ASSIGNED to Lender.

DEED OF TRUST:

In order to secure the payment of the Note, Grantee has executed and delivered a Deed of Trust conveying title to **Todd Moore**, Trustee, for the benefit of Lender.

AD VALOREM TAXES:

Ad valorem taxes for the Property for the current year having been prorated between Grantor and Grantee, payment thereof is assumed by Grantee.

CONVEYANCE:

Grantor, for the consideration and subject to the Reservations From Conveyance and Warranty and Exceptions to Conveyance and Warranty set forth above, GRANTS, SELLS, and CONVEYS to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, TO HAVE AND HOLD it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns to WARRANT AND FOREVER DEFEND all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations From Conveyance and Warranty and Exceptions to Conveyance and Warranty set forth above.

TERMS:

When the context requires, singular nouns and pronouns include the plural; and masculine forms include the feminine.

GRANTOR:

Harris Duncan Husted
Harris Duncan Husted

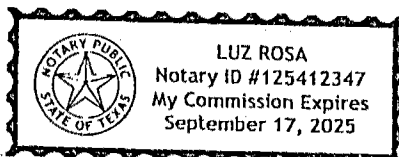
NOTARY ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TRAVIS

§
§
§

This instrument was acknowledged before me on October 31, 2022, by Harris Duncan Husted.



[Signature]
Notary Public in and for the State of Texas

After Recording, Please Return to:

Independence Title Company

11001 Lakeline Blvd., Bldg. 2, Ste. 125

Austin, Texas 78717

Attention: Chelsea Higdon

GF# 2231811-TOH

EXHIBIT "A"
LEGAL DESCRIPTION

SURVEY OF 84.00 ACRES OF LAND PURPORTED TO BE IN THE ALEXANDER HAMILTON SURVEY, ABSTRACT NUMBER 404, BURNET COUNTY, TEXAS, AND BEING THE REMAINDER OF THAT CALLED 89.74 ACRES OF LAND DESCRIBED TO HARRIS DUNCAN HUSTED IN THAT CERTAIN GENERAL WARRANTY DEED AS RECORDED IN VOLUME 860, PAGE 493, OFFICIAL PUBLIC RECORDS BURNET COUNTY, TEXAS, THE HEREIN DESCRIBED 84.00 ACRES OF LAND BEING SHOWN ON A SKETCH PREPARED HERewith AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (WA3454-2022)

BEGINNING at a one-half inch iron found having grid coordinates in United States survey feet of N(y) 10240804.140, E(x) 2942366.396, a part of the state plane coordinate system, Texas Central Zone 4203, North America Datum 1983, for an exterior angle corner hereof and said Husted 89.74 acres of land, same being the northwest corner of that called 91.13 acres of land described to Jamie Husted Akenhead Revocable Trust in that certain Quit Claim Deed as recorded in Document 201911782, Official Public Records Burnet County, Texas, same being the northeast corner of that called approximate 283 acres described to Barbara A. Garrett and Nelson Gene Garrett in that certain Special Warranty Deed as recorded in Document 201210132, Official Public Records Burnet County, Texas, same being interior angle corner of that certain sixty-foot non-exclusive access easement described in Exhibit "T" Part No. 1, in Volume 724, Page 208, Real Property Records Burnet County, Texas, same being the or adjacent to the common corner of said Hamilton Survey, the William Magill Survey, Abstract 582 and the Abel Harness Survey Abstract 432;

THENCE South $76^{\circ}58'42''$ West, 764.77 feet along the common dividing line of said Husted 89.74 acres of land and said Garrett 283 acres, same being the south line of said access easement to a sixty-d nail in post found for the southwest corner hereof and said Husted 89.74 acres of land, same being a point on the north line of said Garrett 283 acres and the east corner as defined in that certain boundary line agreement referred to in Husted's deed;

THENCE North $21^{\circ}53'24''$ West, 31.20 feet along common dividing line of said Husted 89.74 acres of land and said agreed boundary line to a one-half inch iron rod found for the most westerly corner hereof and said Husted 89.74 acres of land, same being the apparent north corner of agreed boundary line and a point on the southeast right of way line of Hoover's Valley Road, a public road in said county and state;

THENCE along the common dividing line of said Husted 89.74 acres of land and said Hoover's Valley Road the following seven courses:

- 1) North $43^{\circ}58'40''$ East, 242.23 feet to a one-half inch iron rod found for an interior angle corner hereof and Husted 89.74 acres of land, same being an exterior angle corner of said public road;
- 2) North $39^{\circ}55'15''$ East, 257.68 feet to a one-half inch capped iron rod set stamped "RPLS 5548" for an interior angle corner hereof and Husted 89.74 acres of land, same being an exterior angle corner of said public road;
- 3) North $28^{\circ}17'18''$ East, 106.35 feet to a one-half inch iron rod found for an interior angle corner hereof and Husted 89.74 acres of land, same being an exterior angle corner of said public road;
- 4) North $23^{\circ}01'49''$ East, 192.29 feet to a one-half inch iron rod found for an interior angle corner hereof and Husted 89.74 acres of land, same being an exterior angle corner of said public road;
- 5) North $16^{\circ}59'55''$ East, 198.44 feet to an eighteen-inch live oak tree for an exterior angle corner hereof and Husted 89.74 acres of land, same being an interior angle corner of said public road;
- 6) North $20^{\circ}14'58''$ East, 106.34 feet to a twenty-four-inch live oak tree for an interior angle corner hereof and Husted 89.74 acres of land, same being an exterior angle corner of said public road;
- 7) North $09^{\circ}29'12''$ East, 428.17 feet to a twenty-four-inch live oak tree for an exterior angle corner hereof, same being a point on a northwest line of Husted 89.74 acres of land, same being at the intersection of the southeast right of way line of said public road with the southeast right of way line of Ranch to Market 3509;

THENCE coincident with southeast right of way line of said Ranch to Market 3509, same being the newly located northwest line of Husted 89.74 acres of land and remainder of same the following five course:

- 1) North $23^{\circ}43'43''$ East, 172.24 feet to a one-half inch capped iron rod set stamped "RPLS 5548" for an exterior angle corner hereof and Husted 89.74 acre remainder, same being an interior angle corner of Ranch to Market 3509;
- 2) North $41^{\circ}34'27''$ East, 318.41 feet to a type-1 disk in concrete found for the point of curvature of a curve to the right;

- 3) Along said curve to the right having the following curve elements: Delta Angle of $32^{\circ}58'39''$, Arc Length of 1057.47, Radius of 1837.27 feet, the chord of which bears North $58^{\circ}03'25''$ East, 1042.93 feet to a one-half inch iron rod set stamped "RPLS 5548" for the point of tangency and from this point a type I disk in concrete monument found on the northwest right of way line of said Ranch to Market 3509 bears: North $15^{\circ}26'46''$ East, 142.10 feet;
- 4) North $74^{\circ}32'59''$ East, 1151.59 feet to a one-half inch capped iron rod set stamped "RPLS 5548" for the point of curvature of a curve to the left;
- 5) Along said curve to the left having the following curve elements: Delta Angle of $00^{\circ}10'26''$, Arc Length of 8.86 feet, Radius of 2919.94 feet, the chord of which bears North $74^{\circ}27'46''$ East, a chord distance of 8.86 feet to a one-half inch capped iron rod set stamped "RPLS 5548" for the northeast corner hereof, same being a point on the northeast line of Husted 89.74 acres of land, same being the northwest corner of that called Tract-1, 165.52 acres of land described to SVC Investments Burnet Tract LLC in that certain General Warranty Deed With Vendor's Lien as recorded in Document 202108797, Official Public Records Burnet County, Texas;

THENCE along the common dividing line of said Husted 89.74 acres of land and said SVC 165.52 acres of land the following two courses:

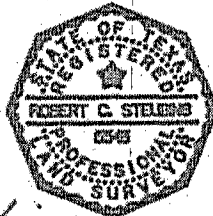
- 1) South $16^{\circ}00'04''$ East, 1035.57 feet to a one-half inch capped iron rod set stamped "RPLS 5548" for the southeast corner hereof and Husted 89.74 acres of land, same being an interior angle corner of said SVC 165.52 acres of land;
- 2) South $68^{\circ}24'14''$ West, 34.27 feet to a point within the bounds of a fence post for an interior angle corner hereof and said Husted 89.74 acres of land, same being an exterior angle corner of SVC 165.52 acres of land and the north corner of that called 91.13 acres of land described to Jamie Husted Akenhead Revocable Trust as recorded in Document 201941782, Official Public Records Burnet County, Texas;

THENCE along the common dividing line of said Husted 89.74 acres of land and said Trust 91.13 acres of land the following two courses:

- 1) South $66^{\circ}15'52''$ West, 560.67 feet to a point within the bounds of a post for interior angle corner hereof and Husted 89.74 acres of land, same being an exterior angle corner of Trust 91.13 acres of land;
- 2) South $56^{\circ}23'30''$ West, 2263.17 feet to the POINT OF BEGINNING and containing 84.00 acres of land, more or less, within these metes and bounds.

BASIS OF BEARINGS: Lambert Conformal Conic Projection, Grid North. Grid distances and area recited herein.

I, Robert C. Steubing, a Registered Professional Land Surveyor, do hereby certify that the above survey was made by me upon the ground and is true and correct according to my best belief and knowledge.



Robert C. Steubing

10/23/2022

Date

Robert C. Steubing
Steubing, LLC,
525 Tahitian Drive
Bastrop, Texas
Registered Professional Land Surveyor State of Texas - No. 5548
Engineering and Land Surveying FIRM# 10194596

Exhibit "B"

60' Access Easement

All that certain tract or parcel of land situated in Burnet County, Texas, and being a 60' wide Access easement along the West line of that tract conveyed to Jimsey Duncan Husted by Deed as recorded in Volume 102, Page 545 of the Burnet County Deed Records and being a part of that 40' wide access easement described in that Oil Deed to Jodie Husted Abernethy, as custodian for Mary Katherine Abernethy, recorded in Volume 287, Page 288 of said deed records with an additional 20 feet for a 60' easement in all and the centerline described by miles and bounds as follows based solely on record bearings and distances of said Abernethy deed;

BEGINNING at a point in the in the Southerly line of Hooter Valley Road and the Northerly line of said Husted tract from which the Northeast corner of the Abell Harness Survey bears S 20° 30' E 60.6 feet and S 78° E 755.0 feet;

THENCE S 20° 30' E 31.78 feet to a corner hereof;

THENCE N 78° 00' E 765.00 feet parallel and offset by 30' to a Northerly South line of said Husted tract to a corner hereof;

THENCE S 12° 00' E 3603.00 feet parallel and 30' East of the West line of said Husted tract to a corner hereof;

THENCE N 78° 00' E 955.60 feet parallel and 30' North of a South line of said Husted tract to a corner hereof;

THENCE S 12° 00' 00" E 945.52 parallel and 30' East of the West line of said Husted tract to the Point of Terminus

RECORDER'S
MEMORANDUM: ALL
OR PARTS OF THE TEXT
ON THIS PAGE WERE NOT
CLEARLY LEGIBLE FOR
RECORDATION.

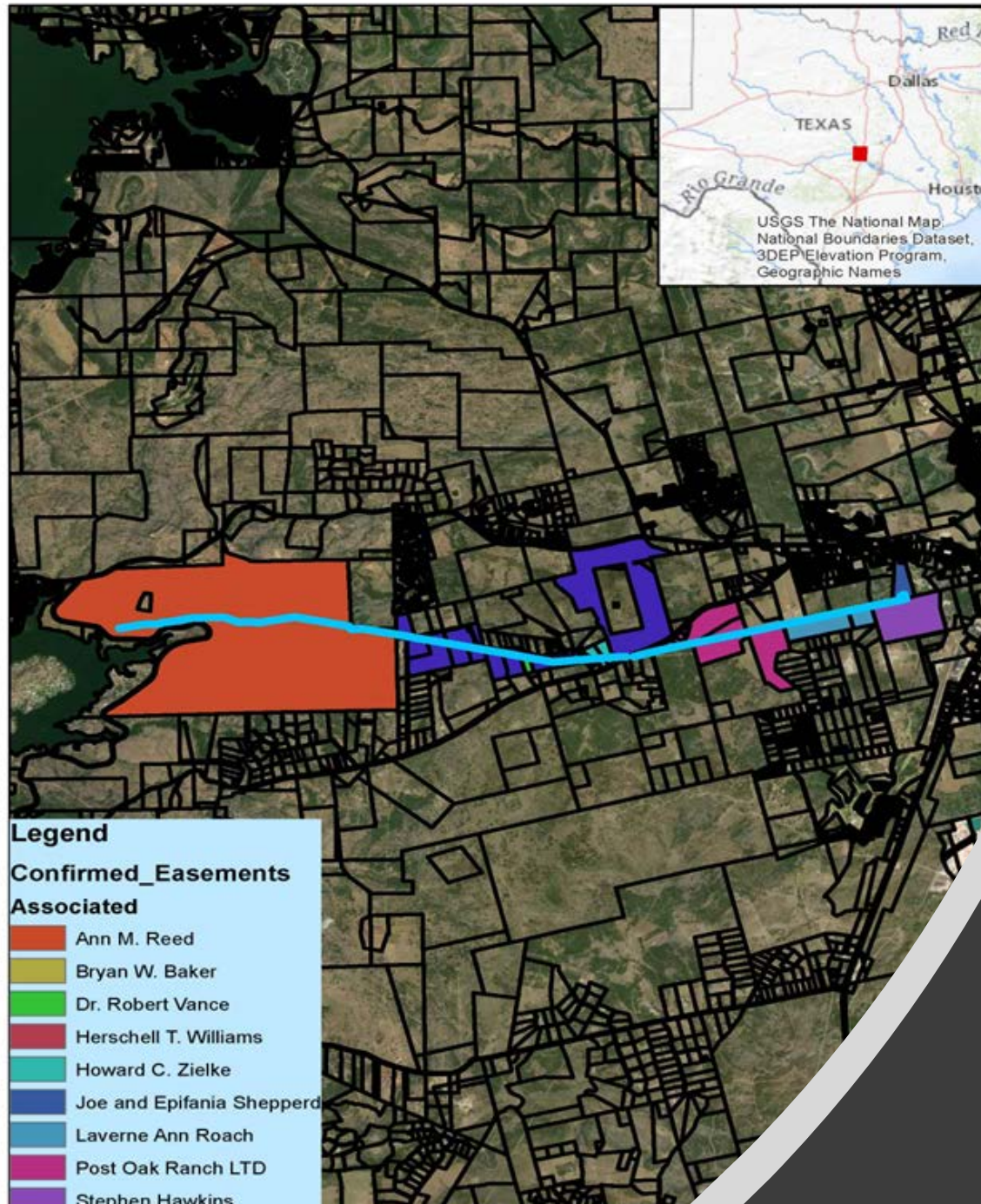
The background of the slide features a close-up photograph of a water meter and its associated piping. The pipes are a reddish-brown color and run horizontally and vertically across the frame. A circular water meter with a white face and black markings is visible in the center-right area. The entire scene is set against a dark blue, textured wall.

Water Tap Agreement

Regular Meeting of the Burnet City Council

12/13/2022

Water Transmission Line Easements

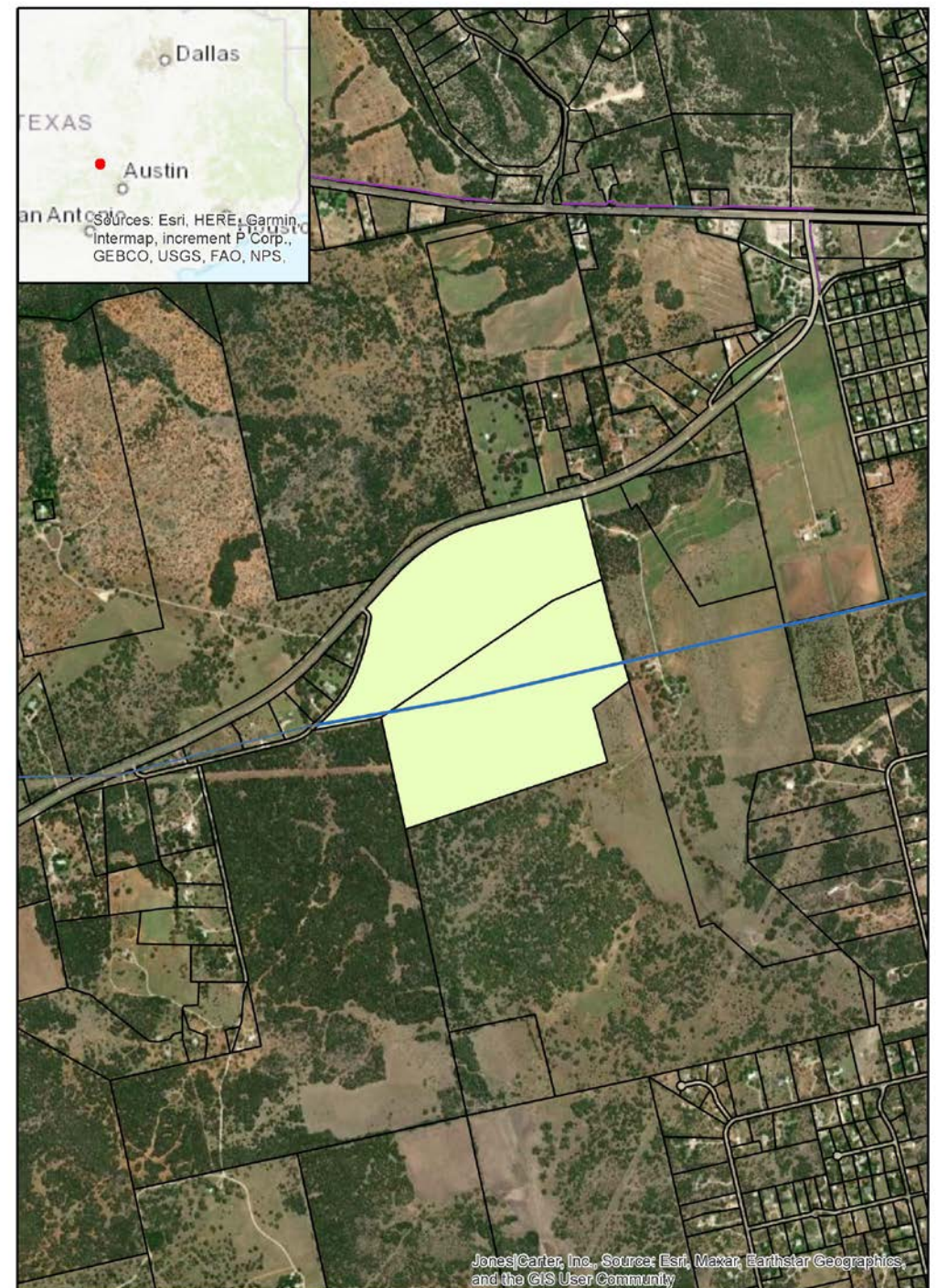



Overview

In 1986, the City was granted 10 easements for construction of a water transmission line

Post Oak Ranch Easement

- Landowner received authorization to “tap into and connect onto said water pipeline at five (5) locations chosen by [Landowner] along the easement line”
 - 2 taps released to prior property owners
- Current owner requesting release of final 3 taps
 - Each will serve one household
 - Extension of service line to house will be at landowner’s expense





.....

Fiscal Impact

- City will recover installation costs from landowner
- Landowner shall pay prevailing impact fees
- Out of city usage fees will be charged based on month-to-month consumption



Questions?



Airport

ITEM 4.4

Adrienne Feild
Admin Services/Airport Manager
512.715.3214
afeild@cityofburnet.com

Action

Meeting Date: December 13, 2022

Agenda Item: Discuss and consider action. A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING A CONTRACT FOR FIXED BASE OPERATION SERVICES WITH CROSBY FLYING SERVICES LLC FOR THE BURNET MUNICIPAL AIRPORT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT; AND TERMINATING THE INTERIM FIXED BASE OPERATION SERVICES CONTRACT: A. Feild

Background: At the conclusion of the competitive process Council selected the Crosby Flying Services LLC's ("Crosby") proposal for Fixed Base Operator Services ("FBO").

Pursuant to such selection, Crosby currently serves as the interim FBO.

Information: This resolution approves a three-year FBO contract with Crosby. The terms of the contract include Crosby's lease of the FBO building and fuel farm. Services Crosby shall be required to provide include the following:

- (1) Tie Down space for transient aircraft;
- (2) Aircraft fueling (100LL & Jet A) and oil dispensing. Jet A and 100LL must be available via fuel truck;
- (3) Aircraft ramp services (towing, parking guidance, etc.);
- (4) Monitoring and communicating maintenance needs on the airfield;
- (5) Monitoring and communicating maintenance needs (interior and exterior) of airfield buildings owned by the City;
- (6) Operation of the fuel farm for the storage, handling, and delivery of aviation fuel products;
- (7) Emergency service to disabled general aviation aircraft (i.e. towing/transporting disabled aircraft);
- (8) Maintenance, repair and service of aircraft, with inspection authority; and

- (9) Provide air-conditioned space for Flight planning/waiting lounge with restroom facilities and publicly available internet service.

In addition, this resolution shall terminate the interim FBO contract with Crosby.

Fiscal Impact:

Crosby shall pay a monthly rent of \$2,084.00, AV Gas flowage fee of \$0.07 per gallon, and Jet Fuel flowage fee of \$0.20 per gallon. In addition, Crosby shall purchase the FBO van, two golf carts and personal property for a total price of \$41,610.00; as well as, the quantity of AV Gas and Jet Fuel stored at the fuel farm at the time of asset transfer, at the City's cost per gallon.

Recommendation:

Approve and adopt Resolution R2022-83 as presented.

RESOLUTION NO. R2022-83

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING A CONTRACT FOR FIXED BASE OPERATION SERVICES WITH CROSBY FLYING SERVICES LLC FOR THE BURNET MUNICIPAL AIRPORT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT; AND TERMINATING THE INTERIM FIXED BASE OPERATION SERVICES CONTRACT.

WHEREAS, at the conclusion of the competitive process Council selected the Crosby Flying Services LLC proposal for Fixed Base Operator Services; and

WHEREAS, during negotiations of a longer-term contract, Crosby served as the interim Fixed Base Operator; and

WHEREAS, by passage of this resolution City Council approves a longer-term contract with Crosby Flying Services LLC.

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

Section one. Findings. The recitals to this Resolution are incorporated herein for all purposes.

Section two. Approval. The Fixed Base Operator Master, Hangar Lease and Operators Agreements with Crosby Flying Services LLC attached hereto is hereby approved.

Section three. Delegation of Authority. The City Manager is hereby authorized and directed to execute, on behalf of the City, an agreement in substantial form as the attachment hereto and take such further actions and execute such ancillary documents as may reasonably be necessary to facilitate the purpose of this resolution. Further, the City Manager is authorized, without further action by City Council, to terminate the Interim Fixed Base Operator Contract upon the effective date of the Fixed Base Operator Master, Hangar Lease and Operators Agreements.

Section four. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act,

Section five. Effective Date. That this resolution shall take effect immediately upon its passage, and approval as prescribed by law.

PASSED AND APPROVED this the 13th day of December 2022.

CITY OF BURNET, TEXAS

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary



BURNET MUNICIPAL AIRPORT (BMQ)

KATE CRADDOCK FIELD

**FIXED BASED OPERATOR MASTER, HANGAR LEASE, AND
OPERATOR AGREEMENTS**

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

FIXED BASE OPERATOR MASTER AGREEMENT CITY OF BURNET, TEXAS

This **FIXED BASE OPERATOR MASTER AGREEMENT** is entered by and between the **CITY OF BURNET, TEXAS** and **CROSBY FLYING SERVICES LLC**, to be effective as of the 1st day of January 2023 (the "Effective Date").

Recitals

WHEREAS, City is the owner of land and certain improvements known as the Burnet Municipal Airport, located in the City of Burnet, Burnet County, Texas, which is operated as a public airport; and

WHEREAS, the Airport's long serving FBO retired causing the City to publicly solicit Request for Proposals for a new FBO; and

WHEREAS, as a result of the public solicitation process, Crosby was selected to provide FBO services at the Airport; and

WHEREAS, the Parties deem it desirable to enter into this written agreement setting forth their respective rights, privileges, obligations, and duties, and defining the rights and privileges granted and the terms, conditions, and consideration on which they are granted.

NOW THEREFORE the Parties adopt, approve, and agree to be bound by the following Master Agreement, inclusive of the Component Agreements, which shall govern both Crosby's role as Fixed Base Operator/Fuel Service provider at the Airport and Crosby's lease of Airport Property as described herein; and, the Parties further agree that the Master Agreement shall be the master record thereof.

**Article I.
Included Agreements**

The Fixed Base Operator Hangar Lease Agreement is made part of this Master Agreement in Article IV, herein. The Fixed Base Operator Agreement is made part of this Master Agreement as Article V, herein. Collectively the Fixed Base Operator Hangar Lease and Fixed Base Operator Agreements are referred to as the "*Component Agreements*". Unless expressly stated otherwise the term Master Agreement shall include the Component Agreements. In the event of conflict between the Master Agreement and the Fixed Base Operator Agreement, the Master Agreement shall prevail. In the event of a conflict between the Fixed Base Operator's Agreement and the Fixed Base Operator Hangar Lease Agreement, the Fixed Base Operator Agreement shall prevail.

**Article II.
Definitions**

In this Agreement, unless the context clearly indicates otherwise, terms italicized in quotes (“*italicized in quotes*”) below shall mean as follows:

“*Agreement*” or “*Master Agreement*” shall mean the Master Agreement and the Component Agreements unless expressly stated otherwise.

“*Airport*” shall mean Burnet Municipal Airport.

“*Airport Fuel Farm*” as described in **Exhibit “B”**, shall mean the area designated as the Airport Fueling Facilities/Fuel Farm that was established for bulk aviation fuel storage and related equipment necessary to store and dispense aviation fuel, lubricants, and related petroleum products (collectively “*elements*”).

“*Airport Standards*” shall mean the Airport Standards and Operating Policy for Burnet Municipal Airport/Kate Craddock Field as as may be amended from time to time.

“*City*” shall mean the City of Burnet a Texas home rule home rule municipality.

“*City Manager*” shall mean the City Manager of the City of Burnet.

“*City Council*” shall mean the City’s governing body.

“*Component Agreements*” shall mean the Fixed Base Operator Hangar Lease, and Fixed Base Operator Agreements collectively.

“*Crosby*” shall mean Crosby Flying Services LLC a limited liability company established pursuant to Texas law.

“*FAA*” shall mean the Federal Aviation Administration, as presently constituted as a division of the United States Department of Transportation or its successor agency or agencies.

“*Fee Schedule*” shall mean the schedule of rents and fees made part of this Agreement as **Exhibit “D”**.

“*FBO*” means Fixed Base Operator.

“*FBO Hangar*” shall mean the approximately 7,000 square foot Hangar that contains approximately 1,900 square feet of air-conditioned and lighted administrative office space, that, ten parking spaces and four tie-down spaces shown on **Exhibit “A”**.

“*Fiscal Year*” means the City’s Fiscal Year beginning each October 1 and ending September 30 of the subsequent year.

"Fixed Base Operator and Fuel Services Agreement" shall mean that certain agreement made part of this Master Agreement as Article V.

"Lease Agreement" or *"Fixed Base Operator Hangar Lease Agreement"* shall mean that certain agreement made part of this Master Agreement as Article IV.

"Leased Premises" shall mean the FBO Hangar and the Airport Fuel Farm, as depicted in **Exhibits "A" and "B"**. For the sake of clarity, the Parties agree that the Leased Premises are limited to the FBO Hangar, as described in **Exhibit "A"**, and the Airport Fuel Farm, as described in **Exhibit "B"** and to no other lands, buildings, or other improvements.

"Minimum Standards" shall mean the Burnet Municipal Airport Minimum Standards for Commercial Aeronautical Activities adopted by the City and applicable to the Airport and to Crosby's FBO, as amended from time-to-time.

"Public Facilities" or *"Public Areas"* shall mean those areas and facilities of the Airport, which are provided free of charge by the City for the common use of the public.

"Trade Fixtures" shall mean that furniture, furnishings, non-load bearing removable partitions, special lighting fixtures, draperies, decorations, appliances, and other personal property furnished, installed, or used by Crosby.

Article III.

General

The general provisions set out under this Article are applicable to each of the Component Agreements and are incorporated therein by reference. Said general provisions are as follows:

- (1) *Additional Instruments/Mutual Assistance.* City and Crosby agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement.
- (2) *Amendments.* No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the Party or Parties sought to be charged or bound by the alteration or amendment.
- (3) *Applicable Law and Venue.* This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Burnet County, Texas. Therefore, venue for any action arising under this Agreement shall lie in a court of competent jurisdiction located in Burnet County, Texas.
- (4) *Assignment and subletting.* Assignment of any of the Component Agreements separately from this Agreement or any of the other Component Agreements is prohibited. The assignment of this Agreement, or sublease of part of the Leased Premises, shall be controlled by this subsection as follows:

- (a) Crosby covenants and agrees that it will not transfer or assign this Agreement, or any rights created thereby or sublet the Leased Premises covered by the Lease Agreement or any part thereof without the prior written consent of the City Council, which may be granted upon the condition that Crosby shall remain liable for the full, faithful, and complete performance of this Agreement. Upon written approval of the City Council, Crosby may sublet the Leased Premises subject to Crosby and Sub-Lessee remaining liable for the full faithful and complete performance of the Lease. Crosby shall provide a copy of this Agreement, and all attachment thereto to any Sub-Lessee.
 - (b) City may terminate this Agreement, if, without the prior written consent of the City Council, Crosby commits any of the acts that follow:
 - (i) assigns, transfers its rights under this Agreement, or sublets the Leased Premises, in violation of this Section; or
 - (ii) allows any services required under this Agreement to be performed by anybody not under the supervision and control of Crosby.
 - (c) Any assignment or transfer of this Agreement or any rights or obligations of any of the Component Agreements (except as otherwise permitted herein) whether it be a voluntary assignment, without the consent of City Council, or an assignment or transfer by operation of law, shall be null and void and shall constitute a default on the part of Crosby.
- (5) *Binding Obligation.* This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Crosby warrants and represents that the individual executing this Agreement on its behalf has full authority to execute the agreements and bind it to the same
- (6) *City's Representative.* The City's Representative in regards to the administration and management of this agreement shall be the City Manager who shall act in accordance with City policies and procedures in carrying out his, or her, duties. Unless expressly stated in this Agreement that City Council action is required, all acts or decisions required by the City herein may be undertaken by the City Manager. The City Manager, at his, or her, sole discretion may refer a required action or decision to the City Council. The City Manager may designate an individual to perform all or part of the duties of the City Manager hereunder from time-to-time.
- (7) *Compliance With Laws, Regulations, Ordinances and Rules.* Crosby shall at all times comply with applicable Federal, State and local laws and regulations, Airport

rules and regulations, all applicable health rules and regulations and other mandates, whether existing or as promulgated from time to time by the Federal, State or any local government, or airport management, including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters relating to the operation of the Airport. This shall include, but not be limited to, Crosby precluding its employees, agents, customers, or invitees from entering upon any restricted area at the Airport as applicable and as noted in Federal Aviation Regulations. Without limitation to the requirement to comply with Laws, Regulations, Ordinances and Rules, Crosby shall comply with the Airport Standards, including, but not limited to, the Minimum Standards contain therein. However, the Parties acknowledge and agree should there be a conflict between this Master Agreement, or any component hereof, and the Minimum Standards, this Master Agreement, or any component hereof, shall prevail unless this Master Agreement, or any component hereof, expressly states the Minimum Standards shall prevail.

- (8) *Consents and Approvals.* With respect to the approvals required of Crosby, under this Agreement, Crosby shall from time-to-time furnish to the City appropriate certifications setting forth the officers or representatives of Crosby who are authorized to grant such approvals and to bind Crosby thereto. The City Representative may give any consent or approval required of the City, under this Agreement, unless otherwise provided. All consents and approvals required or permitted herein by either Party shall be given in writing.
- (9) *Construction.* The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement; and, that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- (10) *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (11) *Default and remedies.* Acts or omissions constituting a default under this Agreement and the remedies available to the non-defaulting party, are prescribed in the respective Component Agreements.
- (12) *Enforcement.* The City Representative may enforce all legal rights and obligations under this Agreement without further authorization; and, may engage legal counsel to represent the City in such enforcement. Crosby shall provide to the City Representative all documents and records that the City Representative reasonably requests to assist in determining Crosby's compliance with this Agreement.
- (13) *Entire Agreement.* This Agreement, including all Component Agreements, constitutes the entire agreement between the Parties. There is no other collateral

oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement, as approved by Crosby and by the City Council of the City of Burnet, Texas.

- (14) *Exhibits and Attachments.* All Exhibits and Attachments referenced in this Agreement are incorporated within this Agreement for all purposes, as if set forth in full in the body of this Agreement. Exhibits and Attachments to this Agreement include the following:

Exhibit "A" - FBO Hangar and Tie-downs.

Exhibit "B" - Airport Fuel Farm.

Exhibit "C" - Intentionally deleted.

Exhibit "D" - Fee Schedule.

Exhibit "E" - Bill of Sale.

Exhibit "F" - Assignment and Assumption Agreement.

- (15) *Federal Requirements.*

- (a) Crosby, its successors in interest and assigns, does hereby covenant and agree that:

- (i) No person on the grounds of race, color, national origin, or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- (ii) In the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, national origin or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- (iii) Crosby shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-title A, Part 21, Non-discrimination in federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

- (b) Crosby acknowledges and agrees that the provisions of all FAA, Federal-Aid Airport Program Grant Agreements or TxDOT Aviation Grant Agreements with the City that are applicable to the Airport are by reference made a part hereof to the same extent as though copied herein at length.

- (16) *Force Majeure.* Neither the City nor Crosby shall be deemed in default of this Agreement if either Party is prevented from performing any of its obligations, other

than the payment of rentals, fees and charges, by reasons of strikes, boycotts, labor disputes, embargoes, shortages of energy or material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, pandemics, riots, rebellion, acts of sabotage or any other circumstances for which it is not responsible or which are not within its control; provided, however, that the Party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.

- (17) *Gender.* The gender of the wording throughout this Agreement shall always be interpreted to mean either sex, or where the context requires, the plural of any word shall include the singular.
- (18) *Indemnification.*

CROSBY AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL LIABILITY FOR ANY AND ALL CLAIMS, LIENS, SUITS, DEMANDS, AND/OR ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), FINES, AND EXPENSES, INCLUDING COURT COSTS AND ATTORNEYS' FEES AND OTHER REASONABLE COSTS OCCASIONED BY CROSBY'S FIXED BASE OPERATOR OPERATIONS, FUEL SERVICES OPERATIONS, OCCUPANCY OR USE OF THE LEASED PREMISES AND/OR ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS AGREEMENT AND ARISING OUT OF OR RESULTING FROM THE INTENTIONAL, KNOWING, RECKLESS OR GROSSLY NEGLIGENT ACTS OR NEGLIGENCE OF CROSBY, ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ALL SUCH CAUSES OF ACTION BASED ON COMMON, CONSTITUTIONAL, OR STATUTORY LAW; OR BASED UPON THE NEGLIGENT ACTS OR OMISSIONS OF CROSBY, IS OFFICERS, AGENTS AND EMPLOYEES.

IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CITY AND CROSBY, THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS INDEMNITY BY CROSBY TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE WHILE THE CITY IS PARTICIPATING IN THIS AGREEMENT WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE OR CAUSE OF ACTION, SUIT, AND LIABILITY WHERE THE INJURY, DEATH, OR

DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, UNMIXED WITH THE FAULT OF ANY PERSON OR ENTITY.

THIS INDEMNITY PROVISION DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO TEXAS UNDER TEXAS LAW NOR DOES IT WAIVE ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

THE PROVISION OF THIS INDEMNITY 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. CROSBY SHALL ADVISE CITY IN WRITING WITHIN 24 HOURS OF ANY CLAIM OR DEMAND AGAINST CROSBY OR CITY KNOWN TO CROSBY RELATED TO OR ARISING OUT OF CROSBY'S FIXED BASE OPERATOR OPERATIONS, FUEL SERVICES OPERATIONS, OCCUPANCY OR USE OF THE LEASED PREMISES AND/OR ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CROSBY'S COSTS. CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CROSBY OF ANY OF ITS OBLIGATIONS UNDER THIS SECTION.

CROSBY RECOGNIZES THE BROAD NATURE OF THIS INDEMNIFICATION AND HOLD HARMLESS CLAUSE, AND VOLUNTARILY MAKES THIS COVENANT AND EXPRESSLY ACKNOWLEDGES THAT IT IS AN EXPRESS CONDITION OF THIS AGREEMENT.

- (19) *Insurance.* In order to protect itself and City, as well as City's elected and appointed officers, employees and agents under the Indemnity Provisions of this Agreement, Crosby shall at all times during the terms of this Agreement keep in full force and effect insurance policies issued by one or more companies authorized to do business in the State of Texas with liability limits as provided for below:

<u>TYPE</u>	<u>AMOUNT</u>
Comprehensive General Liability	\$5,000,000 combined single limit
Airport Premises Liability Insurance: including hangar keepers, products and completed operations coverage	\$1,000,000 per occurrence
Aircraft Liability Insurance	\$1,000,000 per occurrence

Fire and Extended Coverage Insurance	\$1,000,000 per occurrence
Fueling operations and product liability insurance	\$1,000,000 per occurrence
Third party product liability insurance through fuel supplier	\$50,000,000
Current insurance upon any stored items	Value of the items

The preceding amounts notwithstanding, the City reserves the right to increase the minimum amount required insurance to be effective ninety (90) days after notice is sent to the address provided pursuant to the Notice Section of this Article.

- (a) The procurement of said insurance shall not be construed to be a limitation upon Crosby's liability or as a full performance on its part of the indemnification provisions herein. Crosby's obligations are, notwithstanding said policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities related to Crosby's role under this Agreement, or at or upon the Leased Premises.
- (b) Before commencement of activities under this Agreement, Crosby shall furnish to the City, certificates of insurance, plainly and clearly evidencing the required insurance, and thereafter, new certificates prior to the expiration date of any prior certificate. Crosby understands that it is solely responsible to provide this necessary information. If City notifies Crosby, in writing, that a violation of this article has occurred, Crosby will have thirty (30) days to comply. If after thirty (30) days such violation has not been cured, this shall be considered a cause for cancellation of this Agreement, as provided for herein.
- (b) Insurance required by this Agreement shall be written on a "per occurrence basis" and not a "claims made" form by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be subject to examination and approval by the City Representative for their adequacy as to form, content, form of protection, and providing company.
- (c) Insurance required by this Agreement for the City, as additional insured, shall be primary insurance and not contributing with any other insurance available to the City, including any third-party liability policy. The inclusion of the City as an additional insured is not intended to, nor shall it cause City to be a partner or joint venturer with Crosby.
- (d) Crosby further agrees that with respect to the above-required insurance, the

City shall:

- (i) Be named as additional insured/or an insured, as its interest may appear;
- (ii) Be provided with a waiver of subrogation; and
- (iii) Be provided within thirty (30) days advance notice, in writing, of cancellation or material change.

(e) Said policies of insurance shall be performable in Burnet County, Texas, and shall be construed in accordance with the laws of the State of Texas.

(f) Protection against loss by fire or other casualty to the equipment or property of Crosby shall not be an obligation of the City.

(20) *Immunities/Personal Liability.*

(a) By entering into this Agreement, the Parties do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of parties, and nothing contained herein shall ever be construed as a waiver of sovereign/government or official immunity by the City with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.

(b) No employee of City, nor any councilmember or agent of City, shall be personally responsible for any liability arising under or growing out of this Agreement.

(21) *Legal Fees.* In the event there should be a default under any of the provisions of this Agreement and the City should determine that the services of an attorney are required or the City incurs other expenses for the collection of rent or the enforcement of performance or observance of any obligation or agreement on the part of Crosby, Crosby agrees that it will on demand therefor pay to the City the reasonable, just and necessary fees of such legal and other reasonable incurred expenses.

(22) *No Joint Venture.* Nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

(23) *Non-Appropriation.* Notwithstanding anything contained in this Agreement to the contrary, each and every financial obligation of the City pursuant to this Agreement

is subject to appropriations. In the event no funds or insufficient funds are appropriated or budgeted by City for the operation of an airport by the City during the Term of this Agreement, City will immediately notify Crosby of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to City of any kind whatsoever. In the event of such termination, Crosby agrees to peaceably surrender possession of the Leased Premises to City or its assignee on the date of such termination.

- (24) *Notices.* Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, by messenger, by facsimile, or by reputable overnight carrier, and shall be deemed delivered when received at the addresses of the Parties set forth below, or at such other address furnished in writing to the other Parties thereto:

City:
City of Burnet
Att: City Manager
P.O. Box 1369
Burnet, Texas 78611

Crosby:
Crosby Flying Services
Att: Coley Means
P.O. Box 351
Fort Worth, Texas 76101

- (25) *Ordinance Applicability.* The signatories hereto shall be subject to all ordinances of City, whether now existing or in the future arising provided however no ordinance shall reduce or diminish the contractual obligations contained herein.
- (26) *Right of Flight.* City reserves unto itself, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Airport premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing at, taking off from, or operating on the airport.
- (27) *Right of Entry.* City, through its City Representative, shall have the right at any time to request from Crosby the right to be provided entry to the Leased Premises for the purposes and to the extent necessary to protect City's rights and interest and to confirm Crosby's compliance with the terms of this Agreement.
- (28) *Severability.* In the event any provision of this Agreement is illegal, invalid, or unenforceable under the present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

- (29) *Superior Right of Federal and Municipal Government.* Rights, and privileges provided to Crosby under this Agreement shall be subject to the following:
- (a) **Times of war.** During time of war or national emergency, the City shall have the right to lease the landing area or any part thereof the Leased Premises to the United States Government for military use and if any such lease is executed, the provisions of this Agreement insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended but such suspension shall not extend the Term of this Agreement, without written approval by the City.
 - (b) **National Emergency.** This Agreement is subject to the right of the United States of America to have exclusive or non-exclusive use, control and possession without charge, of the Airport or any portion thereof, during periods of national emergency; and further, subject to the right of the FAA, and United States Government under such rights, including the right to take a portion of the Airport for air traffic control activities, weather reporting activities or communication activities related to air traffic control.
 - (c) **Agreements with Federal or State governments.** This Agreement shall be subject to and subordinate to the provision of any existing or future Agreements between City and the United States of America, the State of Texas, or any of their agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development of the Airport, and to any terms and conditions imposed upon City by any other governmental entity.
 - (d) **Temporary closure.** The City shall have superior right to temporarily use and close the Airport for purposes deemed in the public interest by the City. When possible, the City shall provide notice of dates and times the Airport will be closed to use. The City reserves the right to close the Airport for emergencies, as determined by the City without notice. And, finally, the City reserves the right to permanently close the Airport.
- (30) *Survival.* Crosby's indemnification obligation hereunder, shall survive the termination of this Agreement and shall remain in full force and effect with respect to any and all claims, liabilities, expenses, losses, costs, fines and damages (including reasonable attorneys' fees) and causes of action of every kind and character set forth in the Section of this Article entitled "Indemnification" for a period of four years from the date this Agreement terminates or such longer period as the City may be entitled under the Texas "Discovery Rule".
- (31) *Term.*

- (e) **Term.** This Agreement shall be effective on the "Effective Date," and shall continue, unless sooner terminated or reduced in accordance with this Agreement, for thirty-six (36) months from the Effective Date.
 - (f) **Renewal.** This Agreement may be renewed by the mutual consent of the Parties. To renew this Agreement Crosby shall provide the City Representative with written notice of intent no later than the twelfth month before the expiration of the current Term. If City is amenable the Parties shall negotiate the length of the renewal period, fixed based operator/fuel service operations terms, rental rate and related terms and conditions and memorialize same in writing as an amendment to this Agreement and the Component Agreements.
 - (g) **Termination.** In addition to any other rights to terminate held by City and set forth in this Agreement, the termination of this Agreement shall cause termination of Crosby's Fixed Base Operators and Fuel Services, and occupancy of the Leased Premises.
- (32) *Transfer of Personal Property and Assignment of Aviation Refueling Agreement.*
- (a) **Transfer.** Personal property that is transferred from City to Crosby in association with Crosby's occupancy of the Lease Premises and provision of FBO services is stated in the Bill of Sale made part of this Agreement as **Exhibit "E"**.
 - (b) **Assignment.** Assignment of all rights and obligations derived from that certain the Avfuel Corporation Aviation Refueler Lease Agreement Assignment from City to Crosby is stated in the Assignment and Assumption Agreement made part of this Agreement as **Exhibit "F"**.

(The remainder of this page intentionally blank and component agreements follow.)

Article IV.

Fixed Base Operator Hangar Lease Agreement

Division One. Representations.

Section 1.01: Representations by City. City makes the following representations as the basis for its undertakings in this Lease Agreement:

- (a) City, as the owner of the Airport, has the power and authority to lease the Leased Premises to Crosby pursuant to the terms and conditions contained herein and to enter into the transactions contemplated herein and to carry out its obligations hereunder, and by proper action of the City Council, City has been authorized to execute and deliver this Lease Agreement;
- (b) City has good title for the real property of the Leased Premises;
- (c) City, and to the extent applicable hereunder, the City Representative, shall each, as to any discretionary authority granted hereunder, act in conformity with good business practices and, if resulting therefrom, a reasonable interpretation of those laws, rules and regulations applicable to the Airport and the Fixed Base Operator's operations of Crosby; and
- (d) All representations relating to City contained in the recitals to this Agreement are true and correct.

Section 2.02: Representations by Crosby. Crosby makes the following representations as the basis for its undertakings in this Agreement:

- (a) Crosby has the power to enter into this Agreement without violating the terms of any other agreement to which it may be a party; and Crosby warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (b) Crosby will cause the Leased Premises to be occupied and possessed for the purposes set forth herein and will operate or cause to be operated the Leased Premises in accordance with the terms and provisions of this Agreement.
- (c) Crosby has inspected the Leased Premises and has determined said Leased Premises to be suitable for Crosby's intended purposes.
- (d) All representations relating to Crosby contained in the recitals to this Agreement are true and correct.

Division two. Lease and Term.

Section 2.01: Demise of Leased Premises. Subject to the terms and conditions of this Agreement, the City hereby leases, lets and demises exclusively unto Crosby and Crosby hereby leases and rents from the City the Leased Premises as defined herein.

Section 2.02: Term.

- (a) *Term and Renewal.* Shall be subject to the provisions of Article II of the Master Agreement entitled "*Term*".
- (b) *Termination.* In addition to any other rights to terminate held by City, as provided in Article II of the Master Agreement, this Agreement will terminate automatically upon the termination of the Master Agreement or any of the Component Agreement. Any rent that has been prepaid will be refunded to Crosby provided Crosby is in good standing and the Leased Premises passes final inspection upon vacation of the premises.

Section 2.03: Condition of Premises. Crosby has full and exclusive responsibility for ascertaining the suitability of the Leased Premises for Crosby's intended use. By taking possession of the Leased Premises, Crosby acknowledges and agrees that: (a) it has had an opportunity to inspect the Leased Premises; (b) it accepts the premises "AS IS" and "WITH ALL FAULTS;" and (c) except as provided in this Agreement, City does not make and Crosby does not rely upon any representation or warranty of any kind, expressed or implied, with respect to the condition of the Leased Premises (including habitability or fitness for particular purpose of the Leased Premises). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CITY HEREBY DISCLAIMS, AND CROSBY WAIVES THE BENEFIT OF, ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF HABITABILITY AND FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE. FURTHER, CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR HARM, INJURY, OR ANY DAMAGING EVENTS WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISE DEFECTS, WHICH MAY NOW EXIST, OR WHICH MAY HEREAFTER ARISE UPON THE LEASED PREMISES, RESPONSIBILITY FOR ANY AND ALL SUCH DEFECTS BEING EXPRESSLY ASSUMED BY CROSBY. FURTHER CROSBY UNDERSTANDS AND AGREES THAT THIS INDEMNITY PROVISION SHALL APPLY TO ANY AND ALL CLAIMS, SUITS, DEMANDS, AND/OR ACTIONS BASED UPON OR ARISING FROM ANY SUCH PREMISE DEFECTS OR CONDITIONS, INCLUDING BUT NOT LIMITED TO, ANY SUCH CLAIM ASSERTED BY OR ON BEHALF OF CROSBY OR ANY OF ITS MEMBERS, AGENTS, AND EMPLOYEES.

Division three. Rental, fees, and charges.

Section 3.01: Rentals.

- (a) *Rental.* Upon the execution of this Agreement, Crosby agrees and binds itself to

pay rent for the Leased Premises the rent shown on the Fee Schedule, and as additional consideration for the right of use and possession of the Fuel Farm is the payment of flow fee charges as shown on the Fee Schedule as well as Crosby's assumption of all risks related to its operations of the Airport Fuel Farm.

- (b) *Escalation of Rent.* Rent shall be escalated annually as provided in the Fee Schedule.
- (c) *Commencement of Rental.* The obligation for Crosby to pay the aforementioned rental amount to City shall commence on the Effective Date of this Agreement.
- (d) *Time of Payment.* As stated in the Fee Schedule.
- (e) *Place of Payment.* All payments required of Crosby by this Agreement shall be mailed to the address as specified in the section of Article III entitled "Notice". Remittance is to be made in the form of a check made payable to the City of Burnet.
- (f) *Unpaid Rent, Fees and Charges.* As stated in the Fee Schedule.

Section 3.02: Use Charges. The standards and regulations enacted by the governmental agency responsible for the operation of the Airport, now or in the future, may provide for use charges to be paid by those using, occupying, or conducting operations at the Airport. Such charges may be based upon square footage, receipts, or other reasonable basis, to be established by such standards and regulations, and consistently applied. Crosby agrees to pay such charges as same are due and owing under any such standards or regulations now or hereafter in effect. Any such use charges shall be lawful, reasonable, and nondiscriminatory.

Section 3.03: Other Charges:

- (a) *General Fees.* Crosby understands and acknowledges that other fees, including, but not limited to, fuel flowage fees and parking fees, which pertain to commercial activities rather than the lease of property, if and when applicable, may be assessed in accordance with airport rates and charges schedules that are not part of this Agreement.
- (b) *Fines, Penalties.* Crosby shall be responsible for any fines or penalties, which may be assessed by the FAA or any other government authority against the City, to the extent any such fine or penalty is directly attributable to Crosby, its invitees, licensees or sublessees' activities on the premises.
- (c) *Environmental Penalties.* Crosby shall reimburse the City for any fines or penalties assessed against the City by the Texas Commission on Environmental Quality or the U.S. Environmental Protection Agency to the extent any such fine or penalty is directly attributable to Crosby's non-compliance with any rule, regulation, statute

or order of those agencies; provided, however, Crosby shall not be responsible for any such fines or penalties due to any condition: (i) which existed prior to its original occupancy of the Leased Premises under previous leases, to the extent such existing condition is not aggravated by Crosby, or (ii) caused by parties other than Crosby or sublessees.

Division four. Use of Leased Premises.

Section 4.01: Permitted and Prohibited Uses. During the Term of this Agreement and subject to Crosby's performance of its obligations hereunder, Crosby shall have the right to use the Leased Premises only for conducting the following activities upon the Leased Premises:

- (a) *Permitted Uses.* Permitted uses on the Leased Premises are limited to those uses authorized in the Fixed Base Operators Agreement as stated in Article V.
- (b) *Prohibited Uses.* During the Term of this Agreement, Crosby shall not conduct any business on the Leased Premises that is not expressly provided for herein. No portion of the Leased Premises shall be used in any manner that is in violation of the Minimum Standards or any other applicable governmental laws, regulations, orders, licenses, permits, or other requirements. Specifically, Crosby shall not conduct the following on the Leased Premises:
 - (i) Commercial activities and other revenue producing activities not directly related to the permitted uses provided for herein.
 - (ii) Use of any portion of the Leased Premises for residential purposes.
 - (iii) Maintenance of non-aviation related vehicles or equipment.
 - (iv) Parking or storage of personal property such as boats, motor homes, recreational vehicles, and other non-aeronautical items.
 - (v) Any other use not allowed, either expressly or by implication, by Section 5.01 (a).

Section 4.02: Right of Quiet Enjoyment. Subject to the other terms and conditions hereof, Crosby shall be entitled to and shall have possession and quiet enjoyment of the Leased Premises.

Section 4.03: Right of Ingress and Egress. Subject to the rules and regulations of City and the federal government governing operation and use of the Airport and its facilities and the activities thereon (including, but not limited to, the provisions regarding security at the Airport), Crosby shall have the right to use such facilities of the Airport as are provided for common use by the public.

Subject to any restrictions otherwise stated in the Master Agreement, the privileges of ingress and egress with respect to the Airport are hereby granted for Crosby, its agents, employees, invitees, and suppliers of services and furnishers of materials, contractors, and sub-contractors to the public areas of the Airport and to those areas and facilities designated herein for exclusive use by Crosby.

The ingress and egress provided for above shall not be used, enjoyed, or extended to any person

or vehicle engaging in any activity or performing any act or furnishing any service for or on behalf of Crosby that Crosby is not authorized to engage in or perform under the provisions of this Agreement unless expressly authorized in writing by the City Representative.

Section 4.04: Right to Make Improvements. Crosby may make improvements to the existing buildings subject to the limitations of this Section 4.04. The scope of this authorization is limited improvements, alterations and/or modifications to buildings in existence on the premises as of the date of Execution of this Agreement; and, Crosby shall have no right to expand the footprint of an existing building or construct a new building or structure on the premises. The scope of this authorization is additionally limited to only those improvements, alterations and/or modifications approved by City, at its sole discretion; and Crosby shall not initiate such work until the City Representative provides written approval of the plans and specifications for such proposed construction. Provided the required approval is given, the proposed work may commence in a manner that is in compliance with the provisions of the City's Building Code and Fire Code, applicable TXDOT and FAA requirements, and this Agreement. Crosby shall undertake all work at its own cost, including City and other regulatory agencies permitting costs. At all times during the construction or installation thereof, the City Representative may inspect same in order to ensure that all construction work, workmanship, materials and installations involved therein or incidental thereto are performed with strict compliance with the approved plans and specifications. Such additions, modifications and improvements so made by Crosby on the Leased Premises shall be and become a part of the Leased Premises.

Section 4.05: Improvements.

- (a) All improvements hereafter constructed or placed on the Leased Premises and all alterations, modifications thereof and improvements therein, shall not be deemed Trade Fixtures, but shall become part of the Leased Premises with title vesting to City at the expiration or earlier termination of this Agreement subject, however, to Crosby's obligation to operate, repair, maintain and replace and right of possession, use and occupancy during the Term of this Agreement in accordance with the terms and conditions hereof.
- (b) Construction contract or contracts shall require that the Contractor furnish a performance bond (contracts exceeding \$100,000.00) and a payment bond (contracts exceeding \$25,000.00). The bonds must be executed by a corporate surety company authorized to do business in the state of Texas and City must approve such bonds before any work is commenced. The contract(s) shall contain a provision where Contractor agrees to indemnify, hold harmless and defend City, its officers, agents and employees, from and against liability for any claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage and expenses arising out of the Contractor's work and activities conducted in connection with said contract. Crosby shall provide original signed copies of payment and performance bonds and construction contract(s) prior to actual construction.
- (c) Crosby shall require the construction contractor(s) to carry insurance in the same

amounts required of contractors doing business with City; and, City shall be an additional insured on each of the policies. Moreover, the City Representative shall receive at least thirty (30) days' notice of cancellation of any of the contractor's insurance policies.

Section 4.06: Rights to Remove Certain Property. Crosby shall be entitled during the Term of this Lease to remove from the Leased Premises any furnishings, equipment, Trade Fixtures and other personal property installed or placed on the Leased Premises by Crosby which are being replaced or which are not required in the operation of its business or in order to comply with any provision of this Agreement and which can be removed without structural damage to the Leased Premises and which, by law, have not become a part of the realty subject, however, to any valid lien the City may have for unpaid rentals or amounts payable by Crosby to the City and provided that Crosby shall have repaired all damage resulting from such removal to the reasonable satisfaction of City.

Section 4.07: Compliance Standards. All Parties hereto agree to comply with any and all applicable laws, rules, and regulations, including the Airport Standards and Minimum Standards adopted by the City, and those of the FAA, Texas Commission on Environmental Quality, United States Environmental Protection Administration, and TxDOT. During the Term of this Agreement, Crosby shall not permit the Leased Premises to be used for any unlawful or improper purpose.

Division five. Obligations of Crosby.

Section 5.01: Maintenance of Leased Premises at Crosby's Expense.

- (a) Crosby agrees that it will, at its sole expense, to maintain in a first-class condition and in a good state of repair, normal wear and tear excepted, at all times, the Leased Premises and make all necessary repairs to or replacements of the Improvements and otherwise maintain the entire Leased Premises in good condition and repair. The City shall be the sole judge of the quality and sufficiency of Crosby's maintenance and repairs. For purposes of this Agreement Crosby's responsibility to maintain the entire Leased Premises shall include, but shall not be limited to, the duty to each and every of the following:
 - (i) Keep at all times in a clean and orderly condition and appearance the Leased Premises, and all of Crosby's fixtures, equipment and personal property which are located on any part of the Leased Premises which is open to or visible by the general public.
 - (ii) Maintain and keep in good repair (and make any necessary replacements of) all plumbing, electrical, heating, ventilating, air conditioning, and other equipment located upon or serving all or any part of the Leased Premises.
 - (iii) Maintain and keep in good repair (and make any necessary replacements of) the interior and exterior of the Leased Premises, including all walls,

ceilings, roofs, building doors, siding, gutters and downspouts, exterior portions (including any parking and ramp surfaces) and all other structural elements of the Leased Premises,

- (iv) Provide and maintain heat in the Leased Premises reasonably sufficient to protect the Leased Premises against freezing.
- (v) Pay for all heat, lights, electricity, and other utilities required or used in or about the Leased Premises.
- (vi) Provide and maintain all obstruction lights and similar devices, fire protection and safety equipment and all other equipment required by laws rule, order, ordinance, resolution, or regulation of any competent authority, including the City and City Representative.
- (iii) Observe all regulations and requirements of insurance on the Leased Premises concerning the use and condition thereof for the purpose of reducing fire hazards and insurance rates on the Airport.
- (iv) Repair any damage caused by Crosby to paving or other surfaces of the Leased Premises caused by any oil, gasoline, grease, lubricants or other flammable liquids and substances having a corrosive or detrimental effect thereon.
- (v) Be responsible for the maintenance and repair of all utility service lines placed on the Leased Premises and used by Crosby exclusively, including but not limited to, water lines, gas lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers.
- (vi) Cause all vehicles and equipment operated by Crosby on the Airport to be kept and maintained in a safe condition and in good repair in accordance with the uniform standards applicable to all Airport tenants, as established from time to time by the City Representative.
- (vii) Maintaining and keeping the Airport Fuel Farm, and all its elements in good repair as further addressed herein.
- (viii) Return the Leased Premises at the expiration or termination of this lease in good and broom clean condition and repair, reasonable wear and tear excepted.
- (ix) **Crosby further agrees that it shall at all times take reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, customers, visitors, and other persons, as well as their property, while in or on the Leased Premises. It is expressly understood and agreed that the City shall not be liable or**

responsible for the negligence of Crosby, its agents, servants, employees, customers, and visitors.

- (b) If either: (i) Crosby does not make the repairs it is obligated to make to the Leased Premises as required under this Section within twenty (20) days after receipt of written notice from City, or (ii) City, in its discretion, determines that emergency repairs to the Leased Premises are necessary, then in either such event, City may itself make such repairs without liability to Crosby for any loss or damage that may occur to Crosby's merchandise, fixtures or equipment or to Crosby's business by reason thereof; and upon completion of such repairs Crosby shall pay as additional rent hereunder, the costs incurred by City in making such repairs within fifteen (15) days after demand for payment.
- (c) Without diminishing Crosby's maintenance and repair obligations under this section, the Parties agree that should grant funding (such as TxDOT Ramp Grants), or other funds, become available to City for the maintenance of the Leased Premises, City, may, but shall not be obligated to, use such funding to perform maintenance on the Leased Premises.

Section 5.02: Airport Fuel Farm. Crosby's obligation of maintenance and repair extends to the maintenance and repair of the Airport Fuel Farm and each element thereof. Crosby's duties prescribed in Section 5.01(a) and City's rights prescribed in Section 5.01(b) and (c) apply equally to this Section. **The purpose in addressing the Airport Fuel Farm's maintenance and repair requirements separately in this Section is to acknowledge the Parties agreement and understanding that during the Term of Agreement, Crosby shall assume all risks associated with the operation of the Airport Fuel Farm, including, and not limited to any risk of exposure to liability to third parties for property damage and/or injury, including death resulting from the distribution of fuel from the Airport Fuel Farm. In that regard, Crosby acknowledges that all fuel left by City in the reservoirs of the Airport Fuel Farm on the Effective Date of this Agreement, shall be the sole responsibility of Crosby.**

Section 5.03: Crosby's Activities. Crosby shall conduct its FBO activities on the Leased Premises in an orderly and proper manner so as not to unreasonably annoy, disturb, endanger or be offensive to others at the Airport. Additionally, Crosby covenants and agrees it shall:

- (a) Install, operate, maintain, repair, and store all equipment necessary for the conduct of the FBO's business subject to the approval of the City.
- (b) Provide daily maintenance and oversight of the Airport Fuel Farm, including, but not limited to: (i) daily and periodic inspections and maintenance of the facility in accordance with the original equipment manufacturer's recommendations; (ii) record keeping and operations of the facilities in accordance with the Texas Commission on Environmental Quality's rules and regulations, Federal Aviation Administration's rules and regulations, as well as local ordinances.
- (c) Use, with others so authorized, any common areas or equipment on the airport

including, but no limited to, the runways, taxiways, public aircraft and auto parking aprons, roadways, and navigational aids.

- (d) Upon termination of this Agreement, return any leased property to the City in the same condition as it was at the start of this Agreement, normal wear excluded. Any improvements or additions made to real property during the Term of the lease will become property of the City at the termination of this Agreement.
- (e) Not prevent any person, company, or employee of a company from servicing, maintaining, or fueling their own aircraft that might be parked or hangared at the airport.
- (f) Make its business open to all forms and classes of aeronautical use.
- (g) Submit to and abide by periodic safety inspections by the City, the FAA and/or the Texas Department of Transportation.
- (h) Maintain the Leased Premises and the interior and exterior of any leased or constructed buildings to an acceptable standard.
- (i) Monitor and communicate all known maintenance needs to the City on the runway, taxiway, ramp and any associated lighting/navigation aids owned by the City; parking lots and perimeter roads; on-site stormwater facilities
- (j) Remove and properly dispose of any trash from the leased property.
- (k) Notify and gain approval of the City of any intended reduction of services which are included in the FBO's lease agreement.
- (l) Furnish all applicable services in a fair, equal, and nondiscriminatory manner to all airport users.
- (m) Abide by any and all rules, grant assurances, requirements, or mandates placed upon the City by the FAA or State of Texas.
- (n) Take all reasonable measures to ensure Crosby's activities or Crosby's installation, maintenance and operation of machinery, antennas or any other equipment does not produce interference with: (i) the operation of the Airport by the City, the Federal Aviation Administration, or other users; or (ii) the air navigational, communication or flight equipment on the Airport, or on aircraft using the Airport; (iii) or with ground transportation communication.
- (o) Exercise reasonable control over the conduct, demeanor and appearance of its officers, members, agents, employees, invitees and of those doing business on the Airport, as applicable.

- (p) Not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located on the Leased Premises.
- (q) Prevent the presence, use, generation, release, discharge, storage, disposal, or transportation of any hazardous materials on, under, in, above, to or from the Leased Premises other than in strict compliance with all applicable federal, state and local laws, regulations, ordinances and orders. For purposes of this paragraph, "Hazardous Materials" shall refer to any substances, materials and wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, and local laws, regulations, ordinances, and orders.

Further, Crosby shall defend, indemnify, and hold harmless the City and its officers, agents, and employees from and against any loss, cost, expense, claim, or liability arising out of any investigation, monitoring, clean-up, containment, removal, storage or restoration work required by or incurred by the City or any other entity or person in a reasonable belief that such work is required by any applicable federal, state or local law.

Notwithstanding the above, Crosby shall bear no responsibility for any hazardous materials that exist on or under the Leased Premises prior to Crosby's original tenancy on the premises which precede this Lease.

Section 5.04. Taxes, Charges, Utilities, Liens.

- (a) Crosby shall pay all taxes that may be levied, assessed, or charged upon Crosby's leasehold estate or Crosby's leasehold improvements and personal property present in the Leased Premises by the State of Texas or any of its political subdivisions or municipal corporations and shall obtain and pay for all licenses and permits required by law.
- (b) Crosby shall pay for all water, heat, electricity, air conditioning, sewer charges and other utilities furnished to the Leased Premises, if applicable.
- (c) Crosby shall neither cause or permit any laborers, mechanics, builders, carpenters, materialmen, contractors or other liens or encumbrances (including judgment and tax liens) against the Leased Premises provided, however, that Crosby may, at its own expense, in good faith contest the validity of any alleged or asserted lien and may permit any contested lien to remain unsatisfied and undischarged during the period of such contest and only appeal therefrom unless by such action any part of the Leased Premises may be subject to loss or forfeiture, in any of which events such lien shall be promptly satisfied and released in full.

Section 5.05: Restoration of Airport Property. In the event it shall be necessary for Crosby to disturb any paved area or any other property on the Leased Premises or at any other place on the

Airport by excavation or otherwise for the purpose of construction, making repairs, replacements or alterations to the Leased Premises, Crosby shall obtain from City all required permits and shall restore all such properties and paved areas excavated or otherwise disturbed to a condition at least as good as that in which they were prior to such work.

Section 5.06: Surrender and Holding Over.

- (a) Upon the expiration or termination of this Agreement pursuant to any terms hereof, Crosby shall surrender the Leased Premises to the City in a good state of repair and preservation, excepting ordinary wear and tear. All equipment, Trade Fixtures and other personal property installed or placed by Crosby on the Leased Premises which have not been removed by Crosby prior to the expiration or termination of this Agreement shall be deemed to be abandoned by Crosby and title thereto shall vest in the City provided, however, Crosby shall not abandon any of its property on the Leased Premises without the written consent of the City Representative. All Leased Premises damaged by or as a result of the removal of Crosby's property shall be restored at Crosby's expense to the same or better condition than existed prior to such damage.
- (b) Any holding over of the Leased Premises or any part thereof by Crosby after the expiration or termination of this Agreement shall be on a month-to-month basis. Crosby's monthly rental obligation during such period of holding over shall be calculated to equal two (2) times the monthly rental in the last month of the Term.

Section 5.07: Acknowledgments. Notwithstanding any other provisions or terms of this Agreement to the contrary, including Crosby's right to quiet enjoyment, Crosby and City acknowledge the following:

- (a) The Airport is subject to federal storm water regulations, 40 C.F.R. Part 122, for "vehicle maintenance shops" (including vehicle rehabilitation, mechanical repairs, painting, fueling and lubrication), equipment cleaning operations and/or deicing operations that occur at the Airport, as defined in these regulations, and state law concerning the prohibition against water pollution, as provided for in Tex. Water Code Ann. 26.121, as amended. Crosby further acknowledges that it is familiar with these storm water regulations, that it conducts or operates "vehicle maintenance" (including vehicle rehabilitation, mechanical repairs, painting, fueling and lubrication), equipment cleaning operations and/or deicing activities as defined in the federal storm water regulations; and that it is aware that there are significant penalties for submitting false information, including fines and imprisonment for knowing violations; and
- (b) Close cooperation is necessary to ensure compliance with any storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. Crosby acknowledges that, as discussed more fully below, it may be required to undertake to minimize the exposure of storm water (and snow melt) to Significant Materials generated, stored, handled or otherwise used by Crosby, as

defined in the federal storm water regulations, by implementing and maintaining "Best Management Practices;" and

- (c) The Airport's storm water discharge permit, and any subsequent renewals, is incorporated by reference into this Agreement for all purposes as if transcribed word for word herein.

Section 5.08: Permit Compliance.

- (a) City will provide Crosby with written notice of the requirements contained in the Airport's storm water discharge permit which Crosby will be obligated to perform from time-to-time, including, but not limited to: certification of non-storm water discharges; collection of storm water samples; preparation of storm water pollution prevention or similar plans; implementation of "good housekeeping" measures of Best Management Practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. Crosby, within seven (7) days of receipt of such written notice, shall notify City in writing if it disputes any of the storm water discharge permit requirements it is being directed to undertake. If Crosby does not provide such timely notice, it is deemed to assent to undertake steps necessary to comply with such requirements.
- (b) Crosby agrees to undertake, at its sole expense, unless otherwise agreed to in writing between City and Crosby, those storm water discharge permit requirements for which it has received written notice from the City. Crosby warrants that it shall meet any and all deadlines that may be imposed on or agreed to by City and Crosby.
- (c) City agrees to provide Crosby, at its request, with any non-privileged information collected and submitted to any governmental authorities pursuant to applicable storm water regulations.
- (d) Crosby agrees that the terms and conditions of the Airport's storm water discharge permit may change from time-to-time and hereby appoints the City as its agent to negotiate with the appropriate Governmental Authorities any such permit modifications.
- (e) City will give Crosby written notice of any breach by Crosby of the Airport's storm water discharge permit or the provisions of this Section. Such a breach is material, and, if of a continuing nature, City may terminate the Lease pursuant to the terms of this Agreement, if the breach is not promptly cured by Crosby. Crosby agrees to cure any such breach requiring time to comply within ten (10) days' of receipt of written notice by the City of such breach. For circumstances requiring immediate action for safety purposes, Crosby agrees to immediately comply upon verbal or written notice.
- (f) Crosby agrees to participate in any Airport-organized task force or other work group established to coordinate storm water activities at the Airport.

Division six. Rights and Obligations of City.

Section 6.01: City's Rights of Entry to Leased Premises. The City shall have the right to enter upon the Leased Premises as stated in the provisions of Article II of the Master Agreement entitled "*Right of Entry*". Without limitation to the foregoing, the City, by its officers, employees, agents, representatives, contractors and furnisher of utilities and other services, shall have the right, at its own cost and expense, whether for its own benefit or for the benefit of others than Crosby at the Airport, to maintain existing and future utility, mechanical, electrical or other systems and to enter upon the Leased Premises at all reasonable times to make such repairs, replacements or alterations thereto as may, in the opinion of the City, be deemed necessary or advisable and from time-to-time, to construct or install over, in or under the Leased Premises, such systems or parts thereof and in connection with such maintenance, use the Leased Premises for access to other parts of the Airport otherwise not conveniently accessible provided, however, that in the exercise of such right of access, repair, alteration or new construction, the City shall not unreasonably interfere with the actual use and occupancy of the Leased Premises by Crosby and shall return the Leased Premises to their prior condition without expense to Crosby.

It is specifically understood and agreed that the reservation of the aforesaid right by the City shall not impose, or be construed to impose, upon the City any obligation to repair, replace or alter any utility service lines now or hereafter located on the Leased Premises.

Section 6.02: Operation, Maintenance and Expansion of Airport by the City.

- (a) The City agrees to operate, maintain, and keep in good repair the areas and facilities at the Airport for the public and Crosby in accordance with the practices of a reasonably prudent airport operator. The City agrees to use reasonable efforts to keep the Airport free from obstructions and to do all things reasonably necessary for the safe, convenient and proper use of the Airport by those who are authorized to use the same. The City agrees to maintain and operate the Airport in accordance with all applicable standards, rules, and regulations.
- (b) The City may expand and improve the Airport as it, in its sole judgment, may deem necessary to provide required facilities in the interest of the public and the City.
- (c) The City shall have the right, but not the obligation, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Crosby in this regard.

Division seven. Liability, Indemnification, Insurance and Condemnation.

Section 7.01: Liability. The City shall not be liable for its failure to perform any of the obligations under this Agreement or for any delay in the performance thereof, nor shall any delay or failure be deemed a default by the City when such failure or delay is the result of any cause beyond its reasonable control or jurisdiction. In any such case, a promptly written notice will be given by the City to Crosby of the existence of such cause and of readiness to resume performance

upon the removal or termination thereof provided, however, that in every instance where the operation of the Airport and its facilities shall be wholly or partially suspended because of fires, storms, riots or acts of God, the City will proceed with due diligence and insofar as it has funds available to do so, to repair and restore the Airport and its facilities to such conditions as will permit its use and enjoyment as a commercial airport.

Section 7.02: Insurance of the Leased Premises. In addition to the general insurance requirements stated in the Master Agreement, insurance requirements specific to the Leased Premises are as follows:

- (a) *Improvements.* Any improvements upon the Leased Premises shall be insured at all times during the Term of this Agreement by Crosby under a "Fire and Extended Coverage" policy issued by a insurance company meeting the requirement of Section 8.03. All such insurance policies on the Leased Premises shall name as insured thereunder the City and Crosby.
- (b) *Reconstruct/Repair.* In the event the Leased Premises or a substantial part thereof is damaged or destroyed by an insured casualty, Crosby shall, at its sole cost, reconstruct or repair the improvements and the insurance proceeds shall be applied to the reconstruction or repair of the improvement, Crosby shall pay any deficiency between the cost of reconstructing or repairing the improvements to its state prior to such loss and the proceeds. The facilities shall be reconstructed or repaired, either in accordance with the original plans and specifications or in accordance with the new or modified plans and specifications jointly approved by the City and Crosby. Before any repair or reconstruction under this paragraph, Crosby shall submit plans and specifications to the City for approval and shall be in accordance with requirements of Article V, Section 5.04.

Section 7.03: Condemnation/Substantial or Partial Taking.

- (a) If the Premises cannot be used for the purposes contemplated by this Agreement because of condemnation or purchase in lieu of condemnation, this Agreement will terminate.
- (b) If there is a condemnation or purchase in lieu of condemnation and this Agreement is not terminated, the City will, at the City's expense, restore the Premises, and the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.
- (c) Crosby will have no claim to the condemnation award or proceeds in lieu of condemnation.

Division eight. Events of Default and Remedies.

Section 8.01: Default by Crosby. Events of default by Crosby shall include any of the following:

- (a) Crosby's failure to pay any rent within ten (10) days of the date it receives written notice from the City that such rent is past due;
- (b) Crosby's failure to observe and perform any covenant, condition or agreement on its part to be performed other than as referred to in sub-section (a) for a period of ten (10) days after receipt of written notice from the City specifying such failure and requesting that it be remedied;
- (c) Crosby's Abandonment or desertion of the Leased Premises for any period of time exceeding thirty (30) consecutive calendar days;
- (d) The filing of any lien against the Leased Premises or Crosby's interest therein in violation of this Agreement that shall remain unreleased for a period of sixty (60) days from the date of such filing unless, within said period, Crosby makes a good faith contest of the validity of such lien and while appropriately bonding the City's interest against the effect of the lien;
- (e) A receiver is appointed without Lessee's application or consent, in any action or proceeding by or against Lessee and such action or proceeding is not stayed or discharged within sixty (60) days after its commencement, or Lessee is involuntarily made a party to any insolvency proceeding conducted pursuant to the laws of any state or of a political subdivision of any state and such proceeding is not stayed or discharged within sixty (60) days after its commencement, or Lessee involuntarily becomes a debtor in any case commenced under the provisions of the United States Bankruptcy Code, as amended and such case is not stayed or discharged within sixty (60) days after its commencement; or
- (e) The dissolution or liquidation of Lessee or the filing by Lessee of a voluntary petition in bankruptcy or failure by the Lessee promptly to remove any execution, garnishment or attachment of such consequence as will impair its ability to carry on its operations at the Leased Premises.

Section 8.02: Remedies on Default. Whenever any event of default referred to in Section 9.01 hereof shall have happened, the City may take any one or more of the following remedial steps as against Crosby:

- (a) The City may re-enter and take possession of the Leased Premises of Crosby without terminating this Agreement and sub-lease the interest of Crosby to any party or operate the same on behalf of Crosby. In either case, holding Crosby liable for the difference, if any, between the rents and other amounts payable by Crosby hereunder and the rents and other amounts payable by such sub-leasing. In retaking possession, the City shall have the right to remove and store anything on the premises.
- (b) After thirty (30) days' written notice to Crosby, the City may terminate this Agreement, exclude Crosby from possession of the Leased Premises and shall use

its best effort to lease Crosby's interest therein to another party for the account of City holding Crosby liable for all rents and other amounts due under this Agreement and not paid by such other party.

- (c) The City may take whatever other action at law or in equity as may appear necessary or desirable to collect the rent then due and thereafter to become due from Crosby or to enforce performance and observance of any obligation, agreement or covenant of Crosby under this Agreement.
- (d) If the City and Crosby disagree with respect to Crosby's obligations to pay money under this Agreement, Crosby may pay the amount under protest and such payment shall not prejudice Crosby's right to recover the disputed amount if it is determined that such payment was not due.

Section 8.03: Non-Exclusive Remedy. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement.

Division nine. Assignment and Subdivision.

Section 9.01, In addition to the requirements of the section found in Article II of the Master Agreement entitled "*Assignment and subletting*", if the Leased Premises are occupied by anybody other than Crosby, as provided in the Master Agreement the City may terminate this Agreement. Alternatively, the City may collect rent from any assigns, sub-lessee or anyone who claims a right to the Fixed Base Lease Agreement or who occupies the Leased Premises and the City shall apply the net amount collected to the rental herein reserved but no such collection shall be deemed a waiver by the City of any of the covenants contained in the Agreement, or any component thereof, nor an acceptance by the City of any such assignee or sub-lessee.

Division ten. Brokers.

Section 11.01: Brokerage. Crosby represents and warrants that no brokers have been concerned on their behalf in the negotiation of this Agreement and that there are no such brokers who are or may be entitled to be paid commissions in connection herewith. Crosby shall hereby indemnify and save harmless the City of and from any claim for commission or brokerage made by any such brokers when such claims are based in whole or in part upon any acts or omissions by Crosby.

(The remainder of this page intentionally blank and the Fixed Base Operators Agreement follows.)

**Article V.
Fixed Base Operator and Fuel Sales Agreement**

Division one. Use of Airport.

Section. 1.01 Leased Premises. City and Crosby understands and agrees that "Crosby's Operations" as described in division four herein are to be conducted from the Leased Premises.

Section 1.02 Public Areas. Crosby shall be entitled, in common with others so authorized, to the use of all facilities and improvements of a public nature which now are or may hereafter be constructed on or appurtenant to the Airport, including the use of landing areas, runways, taxi ways, navigational aids and aircraft parking areas as designated by City. Crosby's permitted use of any of these areas shall be at the discretion of City and subject to change to facilitate the general development and operations, or both, of the Airport and to comply with FAA or other regulatory agency directives.

Section 1.03 Reservation of Rights. City reserves the right to take any action it considers necessary to protect the airspace and approaches of the Airport against obstruction, together with the right to prevent Crosby from erecting, or permitting to be erected or located, any light fixture, building, object or structure on the Leased Premises described in Section 1.01, the Public Area described in Section 1.02 or adjacent to the Airport which, in the opinion of City, would limit the usefulness of the Airport or constitute a hazard to aircraft

Division two. Term.

Section. 2.01 Term and Renewal. Shall be subject to the provisions of Article II of the Master Agreement entitled "*Term*".

Division three. Payments.

Section 3.01 Payments by Crosby to City. In addition to the Rental fees and charges stated in Division four of the Lease Agreement Crosby agrees to make payment to City of all fees stated in Fee Schedule.

Section 3.02 Method of Payment.

- (a) *Time of Payment.* The payments specified in Sections 3.01 (a) and (b) shall be paid to City as provided in the Fee Schedule.
- (b) *Failure to Pay Charges.* In the event Crosby fails to make timely payment of any fee or payment due and payable in accordance with the terms of this Agreement Crosby agrees to pay Late Fees as provided in the Fee Schedule. Notwithstanding the foregoing, City shall be permitted to terminate this Agreement for default in the payment of any of the any fee or payment due and payable to City in accordance with the terms of this Agreement, or from enforcing any other provisions contained herein or implied by law.

- (e) *Independent Covenant.* Crosby shall not, for any reason, withhold or reduce Crosby's required payments provided in this Agreement, it being expressly understood and agreed by the parties that the payments described herein are a covenant by Crosby that is independent from the other covenants of the parties hereunder.

Division four. Operations.

Section 4.01 Services. In accordance with the Minimum Standards for Fixed Base Operators Crosby agrees to provide, and City hereby grants Crosby, the right to engage in and, as specified below, shall furnish all aeronautical activities and services that follow:

- (a) Crosby shall provide the aeronautical activities and services that follows:
 - (1) Tie Down space for transient aircraft;
 - (2) Aircraft fueling (100LL & Jet A) and oil dispensing. Jet A and 100LL must be available via fuel truck;
 - (3) Aircraft ramp services (towing, parking guidance, etc.);
 - (4) Monitoring and communicating maintenance needs on the airfield;
 - (5) Monitoring and communicating maintenance needs (interior and exterior) of airfield buildings owned by the City;
 - (6) Operation of the fuel farm for the storage, handling, and delivery of aviation fuel products;
 - (7) Emergency service to disabled general aviation aircraft (i.e. towing/transporting disabled aircraft);
 - (8) Maintenance, repair and service of aircraft, with inspection authority; and
 - (9) Provide air-conditioned space for Flight planning/waiting lounge with restroom facilities and publicly available internet service.

In its performance of the above-mentioned aeronautical activities and services Crosby shall employ the appropriate number of properly trained and/or certified personnel to provide satisfactory FBO service and meet fuel supplier's minimum training requirements to qualify BMQ for supplier's excess liability coverage. Moreover, Crosby shall maintain on-call staff available after normal operating hours to provide said aeronautical activities and services. If, at any time during the Term of this Agreement, Crosby is unable to provide the above-mentioned aeronautical activities and services, in the manner prescribed herein, Crosby shall immediately provide written notice to the City, explaining the circumstances, including Crosby's plan to remedy the deficiency. If Crosby fails to remedy the deficiency within a period of three (3) continuous months following the provision of such notice to the City, Crosby shall be considered to be in default of the terms and conditions of this Agreement.

- (b) Crosby, in addition to the services listed in subsection (a) immediately above, shall provide at least two of the services listed in subsection (c) immediately below.

(c) Crosby may provide the aeronautical activities and services that follows:

- (1) Flight Training.
- (2) Aircraft Rental.
- (3) Air Taxi/Charter.
- (4) Aircraft Sales.
- (5) Avionics Repair.
- (6) Specialized maintenance (upholstery, etc.).
- (7) Snack bar.
- (8) Miscellaneous retail (pilot supplies, promotional clothing, etc.).
- (9) Other aeronautical activities and services as authorized in the Minimum Standards.

Section 4.02 Hours/Days of Operation. Crosby agrees to provide FBO services seven days a week (from 8am to 6pm), 365 days per year, with the exception the FBO may close (or reduce hours of operation) to observe New Year's Day, Thanksgiving Day and Christmas Day holidays. Any additional closures must be approved by the City. Hours of operation and observed holidays shall not be changed without the written consent of the City, except during any period when the Airport is closed by any lawful authority restricting the use in such a manner as to interfere with use by Crosby in its business operations.

Section 4.03 Operating Standards. The Minimum Standards shall constitute the minimum operating standards to be met by Crosby in order to conduct any aeronautical activity or endeavor at the Airport. Crosby agrees that all aeronautical activities authorized under this Agreement and engaged in by Crosby shall be performed in accordance with the said Minimum Standards, including such amendments thereto as may be adopted by City from time to time. In addition to the Minimum Standards Crosby shall comply with the following:

- (a) *Standard Requirements for All Services.* In providing any of the required services or activities specified herein, Crosby shall operate for the use and benefit of the public, and shall meet or exceed the following standards:
 - (1) Crosby shall furnish service on a fair, reasonable and not unjustly discriminatory basis to all users of the Airport. Crosby shall furnish good, prompt and efficient service adequate to meet all reasonable demands for the services at the Airport.
 - (2) Crosby shall charge fair, reasonable, and nondiscriminatory prices for each unit of sale or service; provided, however, that Crosby may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers or based aircraft.
- (b) *Manager.* Crosby shall select and appoint a full-time manager for its operations at the Airport.
 - (1) The manager shall be qualified in experience and vested with full power

and authority to act in the name of Crosby with respect to the method, manner and conduct of the operation of the fixed base operation services to be provided by Crosby. The manager shall be available at the Airport during regular business hours. In the manager's absence, a duly authorized and experienced subordinate shall be in charge and available at the airport.

- (c) *Supervision.* Crosby shall control the conduct, demeanor and appearance of its employees, agents, vendors and contractors, who shall be trained by Crosby and shall possess such technical qualifications and hold such certificates or qualifications, or both, as may be required in carrying out assigned duties. It shall be Crosby's responsibility to maintain close supervision over its employees and contractors to assure a high standard of service to Crosby's customers.
- (d) *Compliance.* Crosby shall comply with all Federal, State, and local laws, as well as any standards set forth in any adopted Airport Master Plan or standards and regulations which may apply to the conduct of Crosby's business, and as may be amended from time to time, including rules and regulations promulgated by City. Crosby shall keep in effect and post in a prominent place all necessary and/or required licenses, certificates and permits.
- (e) *Vendors.* It is expressly understood and agreed that, in providing the services required under this Agreement, Crosby shall have the right to choose, at its sole discretion, its vendors and suppliers.
- (f) *Signs.* Crosby shall have the right, at its expense, to place in or on the Leased Premises described in Section 1(a) one or more signs identifying Crosby. Such signs shall conform to City's Sign Ordinance, and shall be of a size, shape and design and at one or more locations approved by City. City's approval shall not be unreasonably withheld. Additionally, Crosby may install two sign panels (one of each side of the sign) on the main Airport sign located along Hwy 281 South. The City shall waive the rental fee for the said signage. At the termination of this Agreement, Crosby shall remove, at its expense, all lettering, signs and placards erected on the Airport.
- (g) *Non-exclusivity.* It is not the intent of this Agreement to grant Crosby the exclusive right to provide any or all of the services described herein at any time during the Term of this Agreement. Nothing herein shall preclude City from granting to others certain rights and privileges at the Airport which are similar in part or in whole to those granted to Crosby. However, City does covenant and agree that it shall enforce, without discrimination or partiality, all Minimum Standards or requirements for all aeronautical endeavors and activities conducted at the Airport, and will not allow the conduct of any commercial aeronautical endeavor or activity at the Airport by any person or firm except under an Agreement approved by City.
- (h) *Third parties.* Crosby shall not contract out to a third party the performance of any of the aeronautical activities or services required under the Agreement or engage in

any business or activity at the Airport other than those specifically authorized under this Agreement, unless otherwise approved, in writing, by City.

- (i) *Forms.* Crosby shall submit to City the prescribed State gasoline forms showing deliveries to Crosby and sales by Crosby. Such form shall be submitted by the date prescribed in the Fee Schedule as the Time of Payment and Report Submissions. City may require Crosby to submit for examination any other forms evidencing fuel transactions between Crosby and any third party.

Division five. Property Standards.

Section 5.01 Maintenance and Repair. Crosby agrees to maintain in a first-class condition and in a good state of repair, normal wear and tear excepted, at all times, the Leased Premises as required by Division six of the Lease Agreement. In addition, Crosby shall be responsible for patrolling the grounds runway, taxiways, and apron surfaces within the Airport, in the vicinity of the Airport Fuel Farm and remove any solid waste therefrom. This shall include the general responsibility for keeping all operational areas around any hangars and terminal buildings and Airport Fuel Farm in a clean and orderly condition at all times. Crosby shall be responsible for mowing the Leased Premises and any grass areas immediately adjacent to the Leased Premises.

Section 5.02. Custodial Responsibilities. The cleaning and custodial maintenance of the lands described in Section 5.01, above (and, in the absence of any other Agreements by City with other fixed base operators, all other public portions of the Airport), including common hallways, public restrooms, ramp areas, parking lots, and runways, except as specified in Section 5.03, below. If applicable, Crosby shall be responsible for all snow and ice removal within ten (10) feet of terminal building and hangar doors, the Airport Fuel Farm area and all parking lots and pedestrian walkways.

Section 5.03. Open Area Maintenance. City shall be responsible for maintenance of the portion of the Airport outside the limits of the Leased Premises described in Section 5.01, above. Crosby understands that City's primary maintenance action for the open areas shall be annual controlled burning and/or mowing of the area. City shall notify Crosby prior to any scheduled maintenance of the open area.

Section 5.04. Personal Property. Any personal property of Crosby or others placed at the Leased Premises shall be at the sole risk of Crosby or the owner's thereof, and City shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage. Crosby hereby releases City, for itself and any of its insurers, and waives all rights of subrogation or recovery for such damage, destruction, or loss.

Division six. Rights of the Parties under this Fixed Base Operator Agreement.

Section 6.01 Rights Reserved to City. The rights and privileges granted to Crosby under this Agreement are subject to the following reservations and conditions:

- (a) *Adverse Use.* City expressly reserves the right to prevent any use of the property

which would interfere with or adversely affect the operation and maintenance of the Airport, or otherwise constitute an airport hazard.

- (b) *Improvements.* City reserves the right to further develop or improve the Airport and all publicly owned air navigation facilities of the Airport as it sees fit, regardless of the views or desires of Crosby, and without interference or hindrance. City may approve the Crosby's placement of buildings, parking areas, or equipment to assure such development is accomplished in an orderly fashion and does not impede the future development or expansion of the airport as shown on an FAA or Texas Department of Transportation approved Airport Layout Plan or Master Plan.
- (c) *Tie-downs.* City shall have the right to add tie-down locations for aircraft. Upon request by the City, Crosby shall act as agent for City in collecting tie-down fees.
- (d) *Ramps.* Ramp space shall be used on a non-exclusive basis by Crosby, and Crosby agrees to manage and operate ramp space as City's agent.
- (e) *Utilities.* City shall have the right, without cost to Crosby, to install and maintain in, on or across the Leased Premises described in Section 1(a) sewer, water, gas, electric, steam and telephone lines and streets or other installations necessary to the operations of the Airport, or to service other users of the Airport; provided, however, that City shall carry out all such work and locate any above-ground structures in a manner so as not to unreasonably interfere with Crosby's activities.
- (f) *Fixed Base Operator Services.* City retains a proprietary right to offer any or all Fixed Base Operator services and/or products and allow no Fixed Base Operator to offer the same services or products at the airport. City may enter into contracts with other Fixed Base Operator's to operate similar or competitive businesses at the airport without regard to the wishes or desires of existing Fixed Base Operator's.

Section 6.02 Crosby's Rights. Crosby shall have the following rights:

- (a) In common with others so authorized, to use common areas of the Airport, including runways, taxi ways, aprons, roadways, flood lights, landing lights, signals and other conveniences for the take-off, flying and landing of aircraft.
- (b) In common with others, the non-exclusive use of the Airport parking areas, appurtenances and improvements thereon, but this shall not restrict the right of City to charge visitors a fee for the use of such areas.
- (c) To install, operate, maintain, repair and store, subject to approval of City, in the interests of safety and convenience of all concerned, all equipment necessary for the conduct of Crosby's business.
- (d) To have access to and from the Leased Premises described in Section 1(a), limited to streets, driveways or sidewalks designed for such purposes by City, and which

right shall extend to Crosby's employees, passengers, guests, invitees and patrons.

- (e) To sell gasoline, oil and other lubricants in and on the premises, to maintain and operate full aircraft servicing facilities, sell aircraft, engines, accessories and parts (and to provide storage space for aircraft), a repair shop for the repairing and servicing of aircraft engines, instruments, propellers and accessories in connection with Crosby's business. The right to conduct these activities shall apply to aircraft owned by other persons as well as aircraft belonging to Crosby.
- (f) To give flying instructions, to provide pilots for operating aircraft owned by others, and to carry passengers and freight for hire, subject to all appropriate laws of the Federal and State governments, the City ordinances, and the requirements of the FAA and the Texas Department of Transportation or any other duly authorized governmental agency.
- (g) Operation of the City's Airport Fuel Farm as set forth herein.

Section 6.03 Non-Exclusive Rights. Crosby shall have the right and privilege of engaging in and conducting the businesses previously described on the Airport premises under the terms and conditions set forth in this Agreement; provided, however, that this Agreement shall not be construed in any manner to grant Crosby or those claiming under Crosby the exclusive right to the use of the airport premises and facilities of the Airport other than those premises under Crosby's exclusive control.

Section 6.04 Rights of Other Aircraft Owners or Operators. It is clearly understood by Crosby that no right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to, maintenance and repair) that it may choose to perform.

Division seven. Financial Disclosure.

Section 7.01. Financial Capability. Crosby shall furnish such evidence as may be reasonably requested by City to show that Crosby is financially capable of providing the services set forth in this Fixed Base Operations Agreement.

Section 7.02. Books and Records. Crosby shall keep, for a period of at least seven years following the end of each calendar year during the Term of this Agreement, all books of account and records of fuel delivery receipts, fuel flowage receipts, accounts receivable, and gross fuel receipts prepared in accordance with Generally Accepted Accounting Principles. All of Crosby's books and records in relation to this Agreement shall be open for inspection by authorized representatives of City upon request and at reasonable times during business hours, and such information shall be held in strict confidentiality against unauthorized disclosure.

Section 7.03 Annual Statement. Within one hundred twenty (120) days after the end of each Fiscal Year, Crosby shall furnish to City a statement of fuel sales and gross fuel receipts generated

during the preceding Fiscal Year, certified by an officer of Crosby as to its correctness.

Section 7.04 City Audit. City reserves the right to audit said statements and Crosby's books and records, including examination of the general ledger and all other supporting material, at any reasonable time during business hours, for the purpose of verifying the reported fuel sales and gross fuel receipts. If an audit establishes that Crosby has underestimated or overstated fuel sales or gross fuel receipts by five percent (5%) or more, the entire expense of said audit shall be borne by Crosby. Any additional payment due from Crosby shall be paid forthwith to City, with interest thereon at the rate of one and one-half percent (1.5%) per month from the date such amount originally became payable to City. Any overpayment by Crosby shall be refunded by City.

Section 7.05 Disputes. In the event that any dispute may arise as to fuel sales or gross fuel receipts, the amount claimed due by City shall be paid forthwith and the dispute shall be submitted to a certified public accountant, agreeable to both parties, who shall determine the rights of the parties hereunder in conformity with Generally Accepted Accounting Principles. The fees due to said accountant for such services shall be paid by the unsuccessful party or, in the event the determination is partially in favor of each party, the accountant's fee shall be prorated between the parties in accordance with the percentage of the discrepancy attributable to each party.

Division eight. Environmental warranties.

Section 8.01 Environmental Regulations. Crosby hereby expressly warrants, guarantees and represents to City that:

- (a) Crosby shall, acting in good faith and to the best of its ability, familiarize itself with all Federal, State, regional and local governmental laws, ordinances, regulations, orders and rules, without limitation, which govern or which in any way apply to the direct or indirect results and impacts to the environment and natural resources due to, or in any way resulting from, the conduct of Crosby of its operations. Crosby agrees to keep informed of and comply with future changes in environmental laws, regulations and ordinances.
- (b) With respect to its operations and activities, Crosby shall assume and accept full responsibility and liability for compliance with all applicable Federal, State and local laws, regulations and ordinances protecting the environment and natural resources and all rules and regulations promulgated or adopted in accordance with these rules from time to time.
- (c) Prior to commencement of any operations under this Agreement, Crosby shall secure any and all permits and properly make all necessary notifications as may be required by and to all governmental agencies having jurisdiction over any portion of the subject matter hereof.
- (d) Crosby, as well as its employees, agents, contractors and all persons working for or on behalf of Crosby, shall be fully and properly trained in the handling and storage of all hazardous and toxic waste materials and other pollutants and contaminants

involved in its operations.

- (e) Crosby shall supply City with satisfactory evidence of all such required permits and notifications.
- (f) Crosby shall cooperate with any investigation, audit or inquiry by City or any governmental agency regarding possible violation of any environmental law or regulation. If City conducts an investigation, audit or inquiry, and the results of such action show that Crosby is in compliance with applicable Federal, State and local laws, regulations, ordinances, rulings, orders and standards, the cost of such investigation, audit, or inquiry shall be reimbursed to Crosby.
- (g) If Crosby is deemed to be a generator of hazardous waste, as defined by Federal or State law, Crosby shall obtain an EPA identification number and the appropriate generator permit and shall comply with all Federal, State and local requirements imposed upon a generator of hazardous waste, including, but not limited to, insuring that the appropriate transportation and disposal of such materials are conducted in full compliance with the law.
- (h) Crosby shall provide an accurate inventory list (including quantities) of any hazardous, toxic or other contaminated or polluted material in its possession, whether stored, disposed of or recycled, available at all times for inspection by City inspectors or Fire Department officials having jurisdiction for implementation of proper storage, handling or disposal procedures.
- (i) Any notice of violation or similar enforcement action or notice of noncompliance received by Crosby shall be provided to City within 24 hours of receipt by Crosby or its agent.

Section 8.02 Storage Tanks. Crosby shall comply with all Federal, State, and local regulations concerning the installation, operation, maintenance, and inspection of both above ground and underground storage tanks, including financial responsibility requirements.

Division Nine. Airport Fuel Farm Operations.

Section 9.01. Crosby's obligations. As part of the aircraft fueling operations, Crosby covenants it shall perform the following:

- (a) provide daily maintenance and oversight of the Airport Fuel Farm facility, including, but not limited to: 1) daily and periodic inspections and maintenance of the facility in accordance with the Original Equipment Manufacturer's recommendations; 2) record keeping and operations of the facilities in accordance with the Texas Commission on Environmental Quality's rules and regulations, Federal Aviation Administration's rules and regulations, as well as local ordinances,
- (b) maintain a current "Aircraft Fuel Delivery Certificate" issued by the TCEQ

- (c) maintain a current "Aircraft Fuels Sales Permit" issued by the State Comptroller's Office,
- (d) notify the owner of equipment malfunctions and coordinating repairs as approved by the City Representative,
- (e) notify the owner of equipment malfunctions and coordinating repairs as approved by the City Representative,
- (f) respond as quickly as possible to any emergency issues related to the Airport Fuel Farm and timely notifications to the appropriate local and state authorities,
- (g) provide training to all personnel in the care of the Airport Fuel Farm, as well as, the safe conduct of fueling operations
- (h) interface with and assisting customers while performing fueling services or in the self-service use of the fuel system, as well as, timely troubleshooting various issues with the credit card system, etc.
- (i) maintain fuel prices that are competitive with other similarly situated airport in Central Texas, by periodically surveying fuel prices of such airports including but not limited to the Georgetown and Horseshoe Bay airports.
- (j) compensate the City by remitting a "fuel flowage fee" to the City as prescribed in the Fee Schedule.
- (k) prepare and submit all required regulatory filings regarding the Airport Fuel Farm with the approval of the City Representative
- (l) provide information as requested by the Owner for various reports and its annual insurance application, etc.

9.02 Crosby's Assumption of risk. Crosby acknowledges and agrees that during the Term of this Agreement, it shall have control of the supervision, operation, maintenance and repair of the Airport Fuel Farm maintenance. Therefore, **TO THE FULL EXTENT PERMITTED BY LAW, CROSBY ASSUMES ALL RISK FOR LOSS, DAMAGES, INJURY, OR DEATH RESULTING DIRECTLY OR INDIRECTLY TO THE FUEL FARM AND SHALL INDEMNIFY THE CITY AGAINST ANY CLAIMS WHATSOEVER RELATED TO THE FUEL FARM AS PROVIDED IN ARTICLE THREE SECTION (19) OF THE MASTER AGREEMENT.**

(The remainder of the page intentionally blank and signature page to follow.)

IN WITNESS WHEREOF, each of the parties has caused this instrument to be executed in its name and behalf by its duly authorized representative as of the date shown opposite their respective signatures below.

CITY OF BURNET, a Texas home rule municipality.

By: _____
David Vaughn, City Manager

Date: _____

Attest:

Kelly Dix, City Secretary

CROSBY FLYING SERVICES LLC, a limited liability company form in the State of Texas.

By: Coley Means
Coley Means, Manager

Date: December 8, 2022

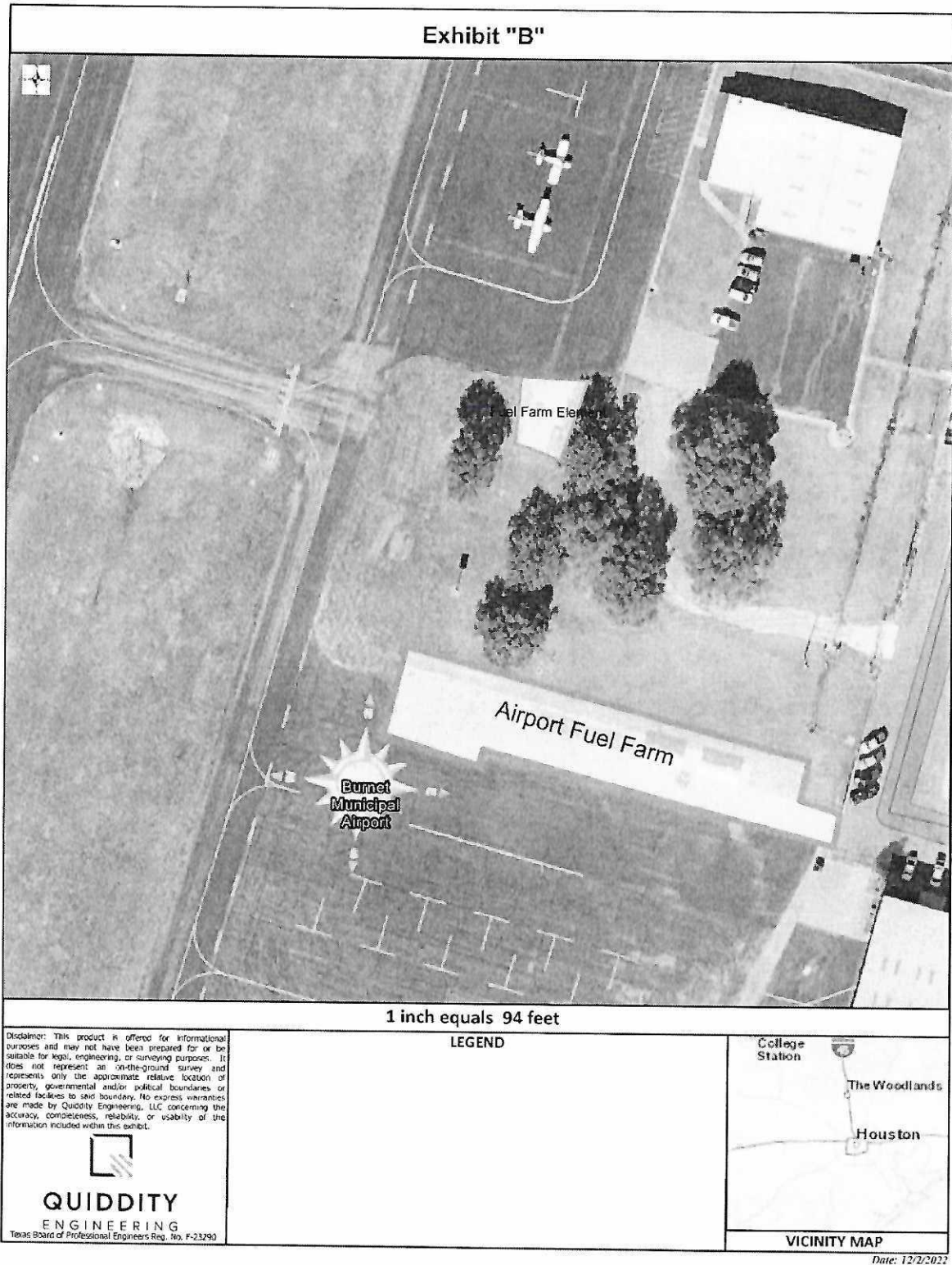
Exhibit "A"

FBO HANGAR AND TIE-DOWNS



Exhibit "B"

AIRPORT FUEL FARM



Initials: City: _____ Crosby: WAC

Exhibit "C"

INTENTIONALLY DELETED

Exhibit "D"
FEE SCHEDULE

Exhibit "D"
Fee Schedule

This exhibit states the rents and fees Crosby shall pay City to rent Airport Property and to provide FBO services. Such rents and fees are as follows:

(1) Rents

Facility	Rent Amount	Frequency of payment
Leased Premises	\$2,084.00	monthly

Rent escalation: Beginning on the first twelve (12) month anniversary of The Commencement Date of the Lease and on each succeeding anniversary date hereafter for the term of the Lease and any renewals or extensions thereof, the rental rate for the Leased Premises shall increase 4% per annum over the rate charged for the immediately preceding twelve (12) months.

(2) Fees

Activity	Fee	Basis
AV Gas flowage fee	07 cents	Per gallon
Jet Fuel flowage fee	20 cents	Per gallon

- (3) Time of Payment and Report Submissions.** All rental amount as stated in Section (1) shall be paid monthly in advance on the first day of each month without demand in a sum equal to the monthly rental amount due hereunder. The rental amount is due on the first of the month and late on the tenth of the month. All fees as stated in Section (2) above shall be paid by Crosby on or before the tenth (10th) day following the end of each month during the Term of this Agreement. Payment of all flowage fees shall include a report of Crosby's fuel sales and gross fuel receipts during the preceding month. The form of monthly report for submission with payment of all flowage fees is attached hereto as Schedule 2.

(4) Late Fee Charges.

- (a) **Late Fees.** In the event Crosby fails to make timely payment of rent, fees, or payment, that is due and payable in accordance with the terms of the Agreement within ten (10) days after such payment shall become due and payable, such unpaid monies shall bear interest at the rate stated in sub-section (4)(c) below.
- (b) **Interest Rate.** Interest at the rate of one and one-half percent (1 1/2%) per month or a fraction thereof on the unpaid balance of rents or fees shall accrue against the delinquent payment from the date due until the date payment is received by City.

Exhibit "E"
BILL OF SALE

BILL OF SALE

This Bill of Sale and Assignment is by and between the Parties listed below:

Seller: City of Burnet, Texas

Seller's Address: City of Burnet
% City Manager
P.O. Box 1369
Burnet, Texas 78611

Buyer: Crosby Flying Services LLC

Buyer's Address: Crosby Flying Services LLC
% Coley Means
P.O. Box 351
Fort Worth, Texas 76101

I. Property sold. For good and valuable consideration in the sum of the United States Dollar amounts described herein (the "Purchase Price"), the receipt and sufficiency of which is hereby acknowledged, Seller sells to Buyer all title, right and interest to the Motor Vehicles, Personal Property, and Aviation fuel as more particularly described herein.

Motor Vehicle One. For Consideration in the amount of \$18,441.00 USD, Seller hereby transfers to Buyer, all rights of Seller in the following motor vehicle:

Make: Dodge
Model: Grand Caravan Passenger GT Minivan 4D
Year: 2018
Body Type: Van

Vehicle Identification Number (VIN): 2C4RDGEGXJR189709

Odometer Reading shall be recorded at time of transfer of title.

Motor Vehicle Two. For Consideration in the amount of \$9,000.00 USD, Seller hereby transfers to Buyer, all rights of Seller in the following motor vehicle:

Make: Kawasaki
Model: EFI Gas Platform
Year: 2020
Body Type: Golf Cart

Vehicle Identification Number (VIN): EZGBWACAKL3466123

Hour Meter Reading: shall be recorded at time of transfer of title.

Motor Vehicle Three. For Consideration in the amount of \$9,000.00 USD, Seller hereby transfers to Buyer, all rights of Seller in the following motor vehicle:

Make: Kawasaki

Model: EFI Gas Platform

Year: 2020

Body Type: Golf Cart

Vehicle Identification Number (VIN): EZGBWACAJL3466138

Hour Meter Reading: shall be recorded at time of transfer of title.

Personal Property:

Asset Id	Description	Acquisition Date	Purchase Price
1632	SANTE FE-POWER RECLINER	12/3/2019	\$243
1634	SANTE FE-POWER RECLINER	12/3/2019	243
1638	SPARROW ROUND STOOL	12/3/2019	44
1635	X-SQUARED END TABLE	12/3/2019	60
1640	SPARROW ROUND STOOL	12/3/2019	46
1636	X-SQUARED SOFA TABLE	12/3/2019	78
1629	SANTE FE POWER RECLINING LOVESEAT	12/3/2019	376
1630	SANTE FE POWER RECLINING LOVESEAT	12/3/2019	376
1641	SPARROW-ROUND CRANK TABLE	12/3/2019	126
1633	SANTE FE-POWER RECLINER	12/3/2019	243
1639	SPARROW ROUND STOOL	12/3/2019	46
1631	SANTE FE-POWER RECLINER	12/3/2019	243
1637	LADDER BOOKCASE	12/3/2019	60
1845	ALBERTH AVIATION-LAVATORY CART	6/1/2021	2985
	Total Personal Property Purchase Price		\$5,169.00

Aviation Fuel. Seller sells to Buyer AvGas and Jet Fuel remaining in the storage tanks of Burnet Airport Fuel Farm Storage that is leased by Buyer from Seller. In accepting title, possession and use of the AvGas and Jet Fuel, Buyer acknowledges and agrees Buyer has completed all testing necessary for Buyer to determine said AvGas and Jet Fuel is fit for use for its intended purposes. The purchase price for the AvGas and Jet Fuel, is as follows:

Type of Fuel	Number of Gallons	Price per Gallon	Total Price
AvGas	As determined at time of transfer of assets.	Equal to City costs for last fuel purchase.	As determined at time of transfer of assets.
Jet Fuel	As determined at time of transfer of assets.	Equal to City costs for last fuel purchase.	As determined at time of transfer of assets.

Total Purchase Price. The total purchase price equals the sum of purchase prices for motor vehicles one, two and three, the personal property, the AvGas and Jet Fuel. The sum for the purchase of motor vehicles one, two and three and the personal property being \$41,610.00 and the sum for the purchase of the AvGas and Jet Fuel to be determined at the time of transfer of assets.

II. General Provisions. The provisions that apply to this Bill of Sale and Assignment are as follows:

Odometer Disclosure Statement. Seller shall certify the actual milage of Motor Vehicle One at the time of transfer of the assets.

'As Is' Condition. The Buyer acknowledges that the Motor Vehicles, Personal Property, and Aviation Fuel is sold "as is." The Seller expressly disclaims any implied warranty as to fitness for a particular purpose and any implied warranty as to merchantability. The Seller expressly disclaims any expressed or other implied warranties.

Working Order. Any warranty as to the condition or working order of the Motor Vehicles is expressly disclaimed by the Seller.

Liabilities. The Seller does not assume, nor does the Seller authorize any other person on the behalf of the Seller to assume, any liability in connection with the sale or delivery of the Motor Vehicles Personal Property, or Aviation Fuel.

Inspection. The Buyer accepts the Motor Vehicles, Personal Property, and Aviation Fuel in its existing condition given that the Buyer has either inspected the Motor Vehicles, Personal Property, and Aviation Fuel or was given the opportunity to inspect the Motor Vehicles Personal Property, and Aviation Fuel but chose to not inspect it.

Governing Law. This Bill of Sale shall be construed in accordance with and governed by the laws of the State of Texas.

SIGNED, SEALED, AND DELIVERED THIS ____ day of _____ 202__
CITY OF BURNET, a Texas home rule municipality.

By: _____
David Vaughn, City Manager

Receipt of original copy is hereby acknowledged on behalf of Crosby Flying Services

By: _____
Coley Means, Manager

Exhibit "F"

ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of as of October 6, 2022 (the "Effective Date"), confirms the assignment and delegation by CITY OF BURNET (the "Assignor") and the acceptance and assumption by CROSBY FLYING SERVICE, LLC (the "Assignee") of all rights and obligations of the Assignor under the Avfuel Corporation Aviation Refueler Lease Agreement for unit 1083 with a reference date October 9, 2014, and the Refueler Lease Agreement for unit 3122 with a reference date of March 15, 2016 and dated effective January 1, 2023 (the "Agreements") in accordance with the following:

1. As of the Effective Date, (a) the Assignor assigns and delegates to the Assignee all rights and obligations of the Assignor under the Agreements and (b) the Assignee accepts that assignment and delegation and assumes and agrees to pay and perform when and as due all of the Assignor's obligations under the Agreements.
2. The Assignor agrees to pay and perform when and as due all obligations under the Agreements that are accrued prior to the Effective Date. The Assignee agrees to pay and perform when and as due all obligations under the Agreements that are accrued from and after the Effective Date. Each party agrees to indemnify and to hold the other party harmless from any loss, liability damage or expense (including, without limitation, attorney fees and related costs) incurred by the indemnified party as a result of a breach by the indemnifying party of its commitment in this Section.

IN WITNESS WHEREOF, the Assignor and the Assignee have signed this Assignment And Assumption Agreement as of the Effective Date.

Assignor:

Assignee:

CITY OF BURNET

CROSBY FLYING SERVICES, LLC

By: _____
David Vaughn, City Manager

By: Coley Means
Coley Means, Manager

CONSENT TO ASSIGNMENT AND DELEGATION

AVFUEL CORPORATION ("Avfuel"), as the party to the above referenced Agreements with the Assignor, hereby acknowledges and consents to the assignment and delegation by the Assignor of all of its rights and obligations under the Agreements to the "Assignee as of the Effective Date subject to the following: (1) this acknowledgement and consent shall not release the Assignor from any obligation for the payment or performance of any obligations that are accrued under the Agreements prior to the Effective Date; (2) this acknowledgement and consent is expressly limited to the present assignment and delegation by the Assignor to the Assignee and any further assignment and delegation of all or any of the rights and obligations of the Assignor or Assignee under the Agreements shall not be permitted unless with a further written consent of Avfuel; and (3) the transaction closes and both the Assignor and Assignee sign this document.

IN WITNESS WHEREOF, Avfuel has signed this Consent as of the Effective Date.

AVFUEL CORPORATION

By: _____
William B Light
Vice President, Administration

A RESOLUTION BY THE CITY COUNCIL
OF THE CITY OF BURNET, TEXAS
APPROVING A CONTRACT FOR FIXED
BASE OPERATION SERVICES WITH
CROSBY FLYING SERVICES LLC FOR THE
BURNET MUNICIPAL AIRPORT;
AUTHORIZING THE CITY MANAGER TO
EXECUTE THE CONTRACT; AND
TERMINATING THE INTERIM FIXED BASE
OPERATION SERVICES CONTRACT

Adrienne Feild, Administrative Services/ Airport Manager

Fixed Base Operator

RFP SELECTION PROCESS



Council selected the
Crosby Flying Services
LLC's ("Crosby") proposal
for Fixed Base Operator
Services ("FBO")

INTERIM FBO CONTRACT



Crosby has served as the
interim FBO since July
2022.

FBO CONTRACT EFFECTIVE DATE



The contract as presented
has effective date of
January 1, 2023.

Terms of Contract

(summary)

- Initial 3-year contract term
- Contract includes lease of FBO Building and Fuel Farm
 - Lease amount of \$2,084/month
- Fuel Flowage Rates
 - AvGas: \$0.07 per gallon
 - JetA Fuel: \$0.20 per gallon
- Property Accuquition of \$41,610.00
 - FBO van, two golf carts and personal property
- Purchase of the City's fuel inventory at the time of asset transfer, at the City's cost per gallon

Questions/
Comments





Administration

ITEM 4.5

Adrienne Feild
Admin Services/Airport
Manager
512.715.3214
afeild@cityofburnet.com

Action

Meeting Date: December 13, 2022

Agenda Item: Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS ESTABLISHING A COMMITTEE TO MAKE RECOMMENDATIONS RELATING TO THE SELECTION OF COMMUNITY DEVELOPMENT FUND GRANT PROJECTS FOR THE 2023-24 CYCLE YEAR AND TO THE SELECTION OF CONSULTANTS TO ASSIST WITH THE GRANT ADMINISTRATION; ENGINEERING/ARCHITECTURAL/SURVEYING SERVICES; AND APPOINTING UP TO THREE CITY COUNCIL MEMBERS TO THE COMMITTEE: A. Feild

Background: The Community Development Fund (the "Program") is the largest fund category in the Texas Community Development Block Grant Program. On the September 27, 2022, Council approved Resolution R2022-72 expressing its desire to participate in the Programs application process for the 2023-24 cycle year. Additionally, the resolution authorized the issuance of a request for proposal for grant writing and grant administrative services. Staff has been advised that under the Program the First Priority Project Category includes Flood Drainage Improvements, Water/Sewer Improvements, Street Improvements, Rehab Single-Unit Water or Sewer Services.

Information: Upon approval of this resolution the committee's charge will be to evaluate and make recommendations relating to the selection of consultants to provide grant administration; engineering/architectural/surveying services; and to evaluate and make recommendations relating to the selection of Program eligible projects.

Fiscal Impact: The appointment of this committee shall have no financial impact. It should be noted that the maximum award amount under the Program is \$500,000. Moreover, Council shall be asked to act on the committee's recommendations by separate resolutions; and the actual financial impact of the city's participation in the Program will be more discernable at that time.

Recommendation: Pass Resolution No. R2022-84 and appoint up to three committee members.

RESOLUTION NO. R2022-84

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS ESTABLISHING A COMMITTEE TO MAKE RECOMMENDATIONS RELATING TO THE SELECTION OF COMMUNITY DEVELOPMENT FUND GRANT PROJECTS FOR THE 2023-24 CYCLE YEAR AND TO THE SELECTION OF CONSULTANTS TO ASSIST WITH THE GRANT ADMINISTRATION; ENGINEERING/ARCHITECTURAL/SURVEYING SERVICES; AND APPOINTING UP TO THREE CITY COUNCIL MEMBERS TO THE COMMITTEE

Whereas, City Council deems it desirable to participate in the Community Development Fund (the "Program") for the 2023/24 cycle year; and

Whereas, City Council finds it appropriate to appoint a committee of its members to evaluate and make recommendations relating to the selection of consultants to provide grant administration; engineering/architectural/surveying services; and to evaluate and make recommendations relating to the selection of Program eligible projects.

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

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

Section two. Establishment. City Council hereby establishes the Community Development Fund Committee subject to the following:

- (a) **Membership:** The committee shall consist of no more than three members of City Council.
- (b) **Charge:** The committee shall assist in the City's participation in the Program by evaluating and making recommendations relating to the selection of consultants to provide grant administration; engineering /architectural/surveying services; and evaluating and make recommendations relating to the selection of Program eligible projects.
- (c) **Term:** The committee's term shall expire upon the award or denial of a grant under the Program.
- (d) **Capacity.** The committee shall serve in an advisory capacity and no recommendation made by the committee shall be binding on the Council. Moreover, as the membership of the committee constitutes less than a quorum of Council the committee's meetings shall not be subject to the requirements of the Texas Open Meetings Act. In that regard, the committee shall not discuss their work with other members of Council except at a regular or special City Council meeting.

Section three. Members. City Council hereby appoints the members of the Committee; and members are indicated by a ticked box by their names below:

- ☐ **Mayor Crista Goble Bromley**
- ☐ **Council Member Mary Jane Shanes**
- ☐ **Council Member Cindia Talamantez**
- ☐ **Council Member Philip Thurman**
- ☐ **Council Member Joyce Laudenschlager**
- ☐ **Council Member Ricky Langley**
- ☐ **Council Member Dennis Langley**

Section four. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

Section five. Effective Date. That this resolution shall take effect immediately upon its passage, and approval as prescribed by law.

PASSED AND APPROVED this the 13th day of December, 2022.

CITY OF BURNET, TEXAS

ATTEST:

Crista Goble Bromley, Mayor

Kelly Dix, City Secretary

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS ESTABLISHING A COMMITTEE TO MAKE RECOMMENDATIONS RELATING TO THE SELECTION OF COMMUNITY DEVELOPMENT FUND GRANT PROJECTS FOR THE 2023-24 CYCLE YEAR AND TO THE SELECTION OF CONSULTANTS TO ASSIST WITH THE GRANT ADMINISTRATION; ENGINEERING/ARCHITECTURAL/SURVEYING SERVICES; AND APPOINTING UP TO THREE CITY COUNCIL MEMBERS TO THE COMMITTEE

ADRIENNE FEILD, ADMINISTRATIVE SERVICES/AIRPORT MANAGER

COMMUNITY DEVELOPMENT FUND GRANT

TIMELINE

SEPTEMBER 2022

Council approved Resolution R2022-72 expressing the desire to participate in the Grant Program. Additionally this Resolution authorized the issuance of RFP for grant administration.

MARCH 13, 2023

Application must be started by Grant Administrator.

APRIL 3, 2023

Grant application deadline.

Community Development Fund Committee

MEMBERSHIP

Committee shall consist of no more than three members of City Council

CHARGE

Evaluate and make recommendations relating to the RFP/RFQ selection process.

Work with staff, grant administrator, and engineering/architectural/surveying firm to evaluate and make recommendations to Council on Program eligible projects.

TERM

Term will expire upon the award or denial of the grant under the Program.

CAPACITY

Advisory capacity and no recommendation made by the committee shall be binding on the Council.

QUESTIONS/COMMENTS





Public Works

ITEM 4.6

Eric Belaj
City Engineer
(512)-756-2402
ebelaj@cityofburnet.com

Action

Meeting Date:	December 13, 2022
Agenda Item:	Discuss and consider action: Appoint members to Street Committee and approve partial street project list: Eric Belaj
Background:	The City staff has been working on creating a street rehabilitation plan. The steps undertaken so far have been to survey streets, determine damage levels, assign pavement rehabilitation type, determine drainage issues and mitigation, along with creating project estimates. Although determining street schedule is a task that goes beyond engineering and project management, into community impact and outlook. In the past the City had a street committee that worked with staff in determining street projects.
Information:	This agenda item calls for setting up a Street Committee to work with staff on a street prioritization list. Council may appoint up to three (3) members. In addition, this agenda item calls for approving a short-term street preventative maintenance list.
Fiscal Impact:	N/A
Recommendation:	To be presented with agenda item.

Segment ID	Road Name	From Address	To Address	Current RSL	Length (ft)	Width (ft)	Area yd^2	Treatment	PCI	iWorQ RSL	PRR	Scheduled Rehab	Rehab Cost
568	Boundary Street	Pecan Street	Elm Street	15	323	24	861	Reclamite	85	6	40	FY 22/23	\$1,292
528	Boundary Street	Live Oak Street	Marble Street	15	340	27	1,020	Reclamite	85	10	30	FY 22/23	\$1,530
552	Boundary Street	Pecan Street	Live Oak Street	15	332	28	1,033	Reclamite	85	10	30	FY 22/23	\$1,549
505	Boundary Street	Marble Street	League Street	15	347	27	1,041	Reclamite	85	10	30	FY 22/23	\$1,562
467	Boundary Street	League Street	Jackson Street	12	340	27	1,020	Fog Seal	76	6	20	FY 22/23	\$4,590
102	Boundary Street	Corder Street	Evergreen Circle	12	537	37	2,208	Fog Seal	76	10	15	FY 22/23	\$9,935
84	Boundary Street	Evergreen Circle	END	12	184	37	756	Fog Seal	76	10	15	FY 22/23	\$3,404
596	Cemetery Street	McNeil Street	Westfall Street	15	325	24	867	Reclamite	85	20	25	FY 22/23	\$1,300
599	Cemetery Street	Rhomberg Street	McNeil Street	15	444	23	1,135	Reclamite	85	0	25	FY 22/23	\$1,702
515	Clark Street	Live Oak Street	Pecan Street	12	320	24	853	Fog Seal	76	6	15	FY 22/23	\$3,840
479	Clark Street	Marble Street	Live Oak Street	12	317	24	845	Fog Seal	76	0	15	FY 22/23	\$3,804
461	Coke Street	Marble Street	Live Oak Street	12	336	24	896	Fog Seal	76	10	35	FY 22/23	\$4,032
419	Coke Street	League Street	Marble Street	12	345	24	920	Fog Seal	76	10	35	FY 22/23	\$4,140
374	Coke Street	E Polk Street	League Street	12	379	24	1,011	Fog Seal	76	10	35	FY 22/23	\$4,548
499	Coke Street	Live Oak Street	Pecan Street	12	343	24	915	Fog Seal	76	6	35	FY 22/23	\$4,116
83	Evergreen Circle	Boundary Street	Silver Street	12	395	33	1,448	Fog Seal	76	10	15	FY 22/23	\$6,518
76	Evergreen Circle	Silver Street	END	12	180	33	660	Fog Seal	76	6	15	FY 22/23	\$2,970
352	Hill Street	E Polk Street	Northington Street	12	376	27	1,128	Fog Seal	76	10	35	FY 22/23	\$5,076
404	Hill Street	Northington Street	League Street	12	557	27	1,671	Fog Seal	76	6	35	FY 22/23	\$7,520
489	Hill Street	Marble Street	Live Oak Street	12	338	24	901	Fog Seal	76	8	15	FY 22/23	\$4,056
450	Hill Street	League Street	Marble Street	12	304	24	811	Fog Seal	76	6	15	FY 22/23	\$3,648
458	Hill Street	League Street	Marble Street	12	301	24	803	Fog Seal	76	6	15	FY 22/23	\$3,612
452	Jackson Street	Pierce Street	Main Street	12	255	80	2,267	Fog Seal	76	20	50	FY 22/23	\$10,200
424	Lamar Street	League Street	Marble Street	12	320	24	853	Fog Seal	76	6	15	FY 22/23	\$3,840
426	Lamar Street	Marble Street	Marble Street	12	18	24	48	Fog Seal	76	6	15	FY 22/23	\$216
471	Lamar Street	Marble Street	Live Oak Street	12	329	24	877	Fog Seal	76	6	15	FY 22/23	\$3,948
507	Lamar Street	Live Oak Street	Pecan Street	12	330	24	880	Fog Seal	76	6	15	FY 22/23	\$3,960
508	League Street	S Water Street	West Street	12	330	22	807	Fog Seal	76	6	50	FY 22/23	\$3,630
447	League Street	Rhomberg Street	Silver Street	12	317	24	845	Fog Seal	76	6	15	FY 22/23	\$3,804
497	Live Oak Street	Westfall Street	Westfall Street	12	21	24	56	Fog Seal	76	6	35	FY 22/23	\$252
502	Live Oak Street	McNeil Street	Westfall Street	12	306	43	1,462	Fog Seal	76	6	35	FY 22/23	\$6,579
512	Live Oak Street	Rhomberg Street	McNeil Street	12	350	24	933	Fog Seal	76	10	15	FY 22/23	\$4,200
470	Live Oak Street	Lamar Street	Coke Street	12	315	24	840	Fog Seal	76	6	15	FY 22/23	\$3,780
478	Live Oak Street	Clark Street	Lamar Street	12	315	24	840	Fog Seal	76	6	15	FY 22/23	\$3,780
488	Live Oak Street	Hill Street	Clark Street	12	330	24	880	Fog Seal	76	6	15	FY 22/23	\$3,960
496	Live Oak Street	Westfall Street	Hill Street	12	340	24	907	Fog Seal	76	6	15	FY 22/23	\$4,080
453	Main Street	Washington Street	Jackson Street	12	250	72	2,000	Fog Seal	76	10	50	FY 22/23	\$9,000
417	Main Street	Washington Street	Washington Street	12	60	30	200	Fog Seal	76	6	50	FY 22/23	\$900
468	Marble Street	Westfall Street	McNeil Street	12	325	24	867	Fog Seal	76	10	15	FY 22/23	\$3,900
480	Marble Street	McNeil Street	Rhomberg Street	12	342	24	912	Fog Seal	76	10	15	FY 22/23	\$4,104
440	Marble Street	Lamar Street	Clark Street	12	333	24	888	Fog Seal	76	8	15	FY 22/23	\$3,996
457	Marble Street	Hill Street	Hill Street	12	331	24	883	Fog Seal	76	8	15	FY 22/23	\$3,972
449	Marble Street	Clark Street	Hill Street	12	325	24	867	Fog Seal	76	6	15	FY 22/23	\$3,900
425	Marble Street	Coke Street	Lamar Street	12	315	22	770	Fog Seal	76	6	15	FY 22/23	\$3,465
116	McNeil Street	Dixie Street	E Graves Street	12	358	27	1,074	Fog Seal	76	6	35	FY 22/23	\$4,833
530	McNeil Street	Live Oak Street	Pecan Street	12	315	24	840	Fog Seal	76	8	20	FY 22/23	\$3,780
469	McNeil Street	Marble Street	League Street	12	305	24	813	Fog Seal	76	10	15	FY 22/23	\$3,660
503	McNeil Street	Live Oak Street	Marble Street	12	350	24	933	Fog Seal	76	6	15	FY 22/23	\$4,200
553	Pecan Street	Boundary Street	Vanderveer Street	12	350	28	1,089	Fog Seal	76	10	55	FY 22/23	\$4,900
551	Pecan Street	Railroad	Boundary Street	12	345	28	1,073	Fog Seal	76	10	55	FY 22/23	\$4,830
514	Pecan Street	Clark Street	Lamar Street	12	350	30	1,167	Fog Seal	76	10	55	FY 22/23	\$5,250
529	Pecan Street	McNeil Street	Westfall Street	12	345	27	1,035	Fog Seal	76	10	55	FY 22/23	\$4,658
540	Pecan Street	Rhomberg Street	Silver Street	12	342	27	1,026	Fog Seal	76	10	55	FY 22/23	\$4,617
506	Pecan Street	Lamar Street	Coke Street	12	345	30	1,150	Fog Seal	76	10	55	FY 22/23	\$5,175
557	Pecan Street	Vanderveer Street	Pierce Street	12	350	28	1,089	Fog Seal	76	8	55	FY 22/23	\$4,900
564	Pecan Street	Main Street	S Water Street	12	347	28	1,080	Fog Seal	76	6	55	FY 22/23	\$4,858
545	Pecan Street	Silver Street	Railroad	12	350	27	1,050	Fog Seal	76	6	55	FY 22/23	\$4,725
524	Pecan Street	Westfall Street	Clark Street	12	693	31	2,387	Fog Seal	76	6	55	FY 22/23	\$10,742
536	Pecan Street	Rhomberg Street	McNeil Street	12	383	28	1,192	Fog Seal	76	6	55	FY 22/23	\$5,362
560	Pecan Street	Pierce Street	Main Street	12	350	28	1,089	Fog Seal	76	20	15	FY 22/23	\$4,900
395	Pierce Street	Washington Street	E Polk Street	12	290	44	1,418	Fog Seal	76	10	50	FY 22/23	\$6,380
398	Pierce Street	Washington Street	Washington Street	12	70	28	218	Fog Seal	76	10	50	FY 22/23	\$980
443	Pierce Street	Jackson Street	Washington Street	12	230	71	1,814	Fog Seal	76	6	50	FY 22/23	\$8,165
446	Pierce Street	Jackson Street	Jackson Street	12	77	28	240	Fog Seal	76	6	50	FY 22/23	\$1,078
361	Rhomberg Street	Washington Street	E Polk Street	12	320	30	1,067	Fog Seal	76	6	75	FY 22/23	\$4,800
556	Rhomberg Street	Elm Street	Pecan Street	15	330	24	880	Reclamite	85	4	60	FY 22/23	\$1,320
574	Rhomberg Street	Willow Street	Elm Street	15	348	23	889	Reclamite	85	2	60	FY 22/23	\$1,334

589	Rhomberg Street	Cactus Street	Willow Street	15	342	23	874	Reclamite	85	0	60	FY 22/23	\$1,311
600	Rhomberg Street	Cemetery Street	Cactus Street	15	210	23	537	Reclamite	85	0	60	FY 22/23	\$805
147	Rhomberg Street	Taggard Street	McNeil Street	12	575	27	1,725	Fog Seal	76	10	35	FY 22/23	\$7,763
448	Silver Street	League Street	Jackson Street	12	344	27	1,032	Fog Seal	76	10	20	FY 22/23	\$4,644
397	Silver Street	Jackson Street	Washington Street	12	345	27	1,035	Fog Seal	76	6	20	FY 22/23	\$4,658
365	Silver Street	Washington Street	E Polk Street	12	324	27	972	Fog Seal	76	6	20	FY 22/23	\$4,374
118	Silver Street	E Graves Street	Evergreen Circle	12	864	33	3,168	Fog Seal	76	10	15	FY 22/23	\$14,256
326	Vanderveer Street	Post Oak Street	Brier Street	15	350	28	1,089	Reclamite	85	20	45	FY 22/23	\$1,633
123	Vanderveer Street	E Graves Street	Corder Street	12	361	37	1,484	Fog Seal	76	10	15	FY 22/23	\$6,679
385	Washington Street	Vanderveer Street	Boundary Street	12	322	28	1,002	Fog Seal	76	20	50	FY 22/23	\$4,508
430	Washington Street	West Street	S Water Street	12	320	24	853	Fog Seal	76	12	50	FY 22/23	\$3,840
416	Washington Street	Main Street	Pierce Street	12	260	72	2,080	Fog Seal	76	6	50	FY 22/23	\$9,360
364	Washington Street	Rhomberg Street	Silver Street	12	320	27	960	Fog Seal	76	10	30	FY 22/23	\$4,320
442	Washington Street	END	West Street	12	190	33	697	Fog Seal	76	14	15	FY 22/23	\$3,135
580	Westfall Street	Elmer Way	Cactus Street	15	237	27	711	Reclamite	85	20	60	FY 22/23	\$1,067
592	Westfall Street	Cactus Street	Cemetery Street	15	224	27	672	Reclamite	85	20	60	FY 22/23	\$1,008
598	Westfall Street	Cemetery Street	Rylee Road	15	160	27	480	Reclamite	85	20	60	FY 22/23	\$720
608	Westfall Street	Rylee Road	Ellis Court	15	633	27	1,899	Reclamite	85	20	60	FY 22/23	\$2,849
544	Westfall Street	Pecan Street	Elm Street	15	330	27	990	Reclamite	85	20	60	FY 22/23	\$1,485
562	Westfall Street	Elm Street	Willow Street	15	345	27	1,035	Reclamite	85	20	60	FY 22/23	\$1,553
570	Westfall Street	Willow Street	Elmer Way	15	102	27	306	Reclamite	85	20	60	FY 22/23	\$459
622	Westfall Street	Ellis Court	CR 330	15	480	26	1,387	Reclamite	85	6	60	FY 22/23	\$2,080
525	Westfall Street	Live Oak Street	Pecan Street	12	320	26	924	Fog Seal	76	6	20	FY 22/23	\$4,160
498	Westfall Street	Marble Street	Live Oak Street	12	342	24	912	Fog Seal	76	6	15	FY 22/23	\$4,104
380	Boundary Street	Washington Street	E Polk Street	15	327	31	1,126	Reclamite	85	6	25	FY 23/24	\$1,690

Segments	92	Sum Length	29,990	Sum Area	95,246	TOTAL	\$372,118
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Cost per Segment	\$	4,045
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Segment ID	Road Name	From Address	To Address	Current RSL	Length (ft)	Width (ft)	Area yd^2	Recommended Treatment	Calc. PCI	iWorQ RSL	PRR	Scheduled	Rehab Cost
373	Rhomberg Street	Northington Street	Washington Street	7	176	30	586.67	Thin Overlay	61	2	70	FY 22/23	\$ 11,733
389	Rhomberg Street	Jackson Street	Northington Street	7	170	30	566.67	Thin Overlay	61	0	70	FY 22/23	\$ 11,333
437	Rhomberg Street	League Street	Jackson Street	7	345	30	1150	Thin Overlay	61	0	70	FY 22/23	\$ 23,000
513	Rhomberg Street	Live Oak Street	Marble Street	7	350	30	1166.67	Thin Overlay	61	6	70	FY 22/23	\$ 23,333
516	Rhomberg Street	Live Oak Street	Live Oak Street	7	8	30	26.67	Thin Overlay	61	6	70	FY 22/23	\$ 533
537	Rhomberg Street	Pecan Street	Live Oak Street	7	330	30	1100	Thin Overlay	61	6	70	FY 22/23	\$ 22,000
481	Rhomberg Street	Marble Street	League Street	7	349	30	1163.33	Thin Overlay	61	6	60	FY 22/23	\$ 23,267
Segments 7				Sum Lengt	1,728	Sum Area	5,760					TOTAL	\$ 115,200
												Cost per Segment	\$ 16,457

STREET REHAB PLAN



STREET REHAB PLAN

THINGS TO CONSIDER

What is this agenda item for?

Determining street schedule is a task that goes beyond engineering and project management into community impact and outlook.

Appoint members to Street Committee (up to 3)

Approve partial street preventative maintenance list.

STREET REHAB PLAN

THINGS TO CONSIDER

Partial Plan



- Preventative list of 92 street blocks
- Includes South Rhomberg
- Only Southeast quadrant of town
- St Dept Already working in this area

Segment ID	Road Name	From Address	To Address	Current RSL	Length (ft)	Width (ft)	Area (yd*2)	Treatment	FCI	Work RSL	PRR	Scheduled Rehab	Rehab Cost
524	Pecan Street	Westfall Street	Clark Street	12	693	31	2,387	Fog Seal	76	6	55	FY 22/23	\$10,700
536	Pecan Street	Rhomberg Street	McNeil Street	12	383	28	1,192	Fog Seal	76	6	55	FY 22/23	\$5,300
560	Pecan Street	Pierce Street	Main Street	12	350	28	1,089	Fog Seal	76	20	15	FY 22/23	\$4,900
395	Pierce Street	Washington Street	E Polk Street	12	290	44	1,418	Fog Seal	76	10	50	FY 22/23	\$6,300
398	Pierce Street	Washington Street	Washington Street	12	70	28	218	Fog Seal	76	10	50	FY 22/23	\$900
443	Pierce Street	Jackson Street	Washington Street	12	230	71	1,814	Fog Seal	76	6	50	FY 22/23	\$8,100
446	Pierce Street	Jackson Street	Jackson Street	12	77	28	240	Fog Seal	76	6	50	FY 22/23	\$1,000
361	Rhomberg Street	Washington Street	E Polk Street	12	320	30	1,067	Fog Seal	76	6	75	FY 22/23	\$4,800
556	Rhomberg Street	Elm Street	Pecan Street	15	330	24	880	Reclamite	85	4	60	FY 22/23	\$1,300
574	Rhomberg Street	Willow Street	Elm Street	15	348	23	889	Reclamite	85	2	60	FY 22/23	\$1,300
589	Rhomberg Street	Cactus Street	Willow Street	15	342	23	874	Reclamite	85	0	60	FY 22/23	\$1,300
600	Rhomberg Street	Cemetery Street	Cactus Street	15	210	23	537	Reclamite	85	0	60	FY 22/23	\$800
147	Rhomberg Street	Taggard Street	McNeil Street	12	575	27	1,725	Fog Seal	76	10	35	FY 22/23	\$7,700
448	Silver Street	League Street	Jackson Street	12	344	27	1,032	Fog Seal	76	10	20	FY 22/23	\$4,600
397	Silver Street	Jackson Street	Washington Street	12	345	27	1,035	Fog Seal	76	6	20	FY 22/23	\$4,600
365	Silver Street	Washington Street	E Polk Street	12	324	27	972	Fog Seal	76	6	20	FY 22/23	\$4,300
118	Silver Street	E Graves Street	Evergreen Circle	12	864	33	3,168	Fog Seal	76	10	15	FY 22/23	\$14,200
326	Vanderveer Street	Post Oak Street	Brier Street	15	350	28	1,089	Reclamite	85	20	45	FY 22/23	\$1,600
123	Vanderveer Street	E Graves Street	Corder Street	12	361	37	1,484	Fog Seal	76	10	15	FY 22/23	\$6,000
385	Washington Street	Vanderveer Street	Boundary Street	12	322	28	1,002	Fog Seal	76	20	50	FY 22/23	\$4,900
430	Washington Street	West Street	S Water Street	12	320	24	853	Fog Seal	76	12	50	FY 22/23	\$3,800
416	Washington Street	Main Street	Pierce Street	12	260	72	2,080	Fog Seal	76	6	50	FY 22/23	\$9,300
364	Washington Street	Rhomberg Street	Silver Street	12	320	27	960	Fog Seal	76	10	30	FY 22/23	\$4,300
442	Washington Street	END	West Street	12	190	33	697	Fog Seal	76	14	15	FY 22/23	\$3,100
580	Westfall Street	Elmer Way	Cactus Street	15	237	27	711	Reclamite	85	20	60	FY 22/23	\$1,000
592	Westfall Street	Cactus Street	Cemetery Street	15	224	27	672	Reclamite	85	20	60	FY 22/23	\$1,000
598	Westfall Street	Cemetery Street	Rylee Road	15	160	27	480	Reclamite	85	20	60	FY 22/23	\$700
608	Westfall Street	Rylee Road	Ellis Court	15	633	27	1,899	Reclamite	85	20	60	FY 22/23	\$2,800
544	Westfall Street	Pecan Street	Elm Street	15	330	27	990	Reclamite	85	20	60	FY 22/23	\$1,400
562	Westfall Street	Elm Street	Willow Street	15	345	27	1,035	Reclamite	85	20	60	FY 22/23	\$1,500
570	Westfall Street	Willow Street	Elmer Way	15	102	27	306	Reclamite	85	20	60	FY 22/23	\$400
622	Westfall Street	Ellis Court	CR 330	15	480	26	1,387	Reclamite	85	6	60	FY 22/23	\$2,000
525	Westfall Street	Live Oak Street	Pecan Street	12	320	26	924	Fog Seal	76	6	20	FY 22/23	\$4,100
498	Westfall Street	Marble Street	Live Oak Street	12	342	24	912	Fog Seal	76	6	15	FY 22/23	\$4,100
380	Boundary Street	Washington Street	E Polk Street	15	327	31	1,126	Reclamite	85	6	25	FY 23/24	\$1,600
Totals 92					Sum Length	29,990	Sum Area	95,246				TOTAL	\$372,000



Police Department

ITEM 4.7

Brian Lee
Police Chief
(512)-756-6404
jblee@cityofburnet.com

Action

Meeting Date:	December 13, 2022
Agenda Item:	Discuss and consider action: Authorization and approval to purchase three (3) 2023 Chevy Tahoe's for the Police Department and a 2023 Chevy 1500: B. Lee
Background:	Burnet Police has utilized the Buy Board for the last several years and this year due to significant increases in vehicle costs explored other purchasing cooperatives. Lake Country Chevrolet through the TIPS board was able to provide the best pricing on vehicles for this year. The cost to purchase the Tahoes is \$176,532.00. This cost includes some of the needed equipment for the vehicles. Additional equipment will be purchased separately. The truck purchase price is \$62,746, the truck is completely equipped and there will be no additional equipment needed.
Information:	The vehicles will be upfitted with most of the needed equipment for patrol. The delivery date of the vehicles is unknown; however, they believe it will be by the end of the year.
Fiscal Impact:	The total cost for the Three Tahoe's will be \$176,532.00 for the 2022-2023 Budget. The truck is an additional \$62,746. Payment will not take place until we take delivery.
Recommendation:	Staff recommends approval of the purchase of three Chevy Tahoe's and the Chevrolet PPV for the Police Department.

Quote

Date **9/30/2022**
Quote # **CAPQ-105824**



CAP FLEET

2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

Name / Address

Burnet police department
105 south rhomberg, Burnet 78611

Ship To:

Burnet police department
Lance Besancon
105 south rhomberg, Burnet 78611

Salesperson:	Bary Bedford
Email:	lbesancon@cityofburnet.com
Contact Name:	Lance Besancon

Year:	2023
Make:	Chevrolet
Model:	TAHOE PPV

Job Description:

Quote Summary

Per Vehicle Subtotal	\$18,830.00
Per Vehicle Tax	\$0.00
Per Vehicle Total	\$18,830.00

Vehicles Quoted 3

Grand Total \$56,490.00

****PRICES ARE VALID FOR 30 DAYS BUT ARE SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES.
REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO IS ISSUED.
ALL CANCELLED ORDERS ARE SUBJECT TO A 20% RESTOCKING FEE****

I hereby authorize the install work therein set forth to be done by CAP Fleet Upfitters, together with the furnishing by CAP Fleet Upfitters of the necessary parts and other material for such install and agree that CAP Fleet Upfitters is not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that CAP Fleet Upfitters neither assumes or authorizes any other person to assume for CAP Fleet Upfitters any liability in connection with such install; that CAP Fleet Upfitters shall not be responsible for loss or damage to the above vehicle, or articles left therein; in case of fire, theft, any Act of God, or other cause beyond CAP Fleet Upfitters control; that CAP Fleet Upfitters employees may operate the above vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspecting such vehicle.

WWW.CAPFLEET.COM

QUOTES ARE GOOD FOR 30 DAYS.

PLEASE SIGN BELOW IF ALL ITEMS & QUANTITIES ARE APPROVED.

X_____ Date: / /

Quote

Date **9/30/2022**
Quote # **CAPQ-105824**



CAP FLEET

2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details
CONSOLE/MDT		
1	PP-2021-TAH-SWL	(PP-2021-TAH-SWL) 2021-2022 CHEVY TAHOE SHORTY CENTER CONSOLE WITH LOCKING ARM REST LID.
1	C-EB30-FSP-1P	1-PIECE EQUIPMENT MOUNTING BRACKET, 3" MOUNTING SPACE, FITS FEDERAL SIGNAL PATHFINDER PF200 SWITCH PANEL
1	C-EB25-KNX-1P	1-PIECE EQUIPMENT MOUNTING BRACKET, 2.5" MOUNTING SPACE, FITS KENWOOD RADIO
1	C-EB20-WGD-1P	1-PIECE EQUIPMENT MOUNTING BRACKET, 2" MOUNTING SPACE, FITS MOTOROLA WATCHGUARD 4RE DVR
1	CM-SDMT-SA-LED	CONSOLE SIDE HT. ADJ. MOUNT W/SWING ARM FOR DOCKING STATION
1	UT-1001	UNIVERSAL RUGGED CRADLE FOR APPROXIMATELY 11"-14" COMPUTING DEVICES
1	BR-930	3 HOLE OUTLET BOX - HARDWIRE - (1) LIGHTED ON/OFF SWITCH POWERS ALL OUTLETS - IN LINE GLASS FUSE (15A)
2	MMBP	MAGNETIC MIC KIT
ELECTRONICS		
1	90942	NMO 3/4 IN MOUNT, NO CONNECTOR
EMERGENCY LIGHTING		
1	ALG53PATH - PKG	53" ALLEGIANT, RED/BLUE WARNING LIGHTS, PF200 PATHFINDER, ES100C SPEAKER, AND ESB BRACKET KIT
1	ALGT53J-P1LC	53" ALLEGIANT, RED/BLUE WARNING LIGHTS, ALL 2-COLOR EXCEPT POSITIONS 9 AND 16, LOW HOOK MOUNT, CLEAR DOMES, CONVERGENCE NETWORK COMPATIBLE, FSJOIN Notes: activate park kill, cruise red/blue
1	PF200	FEDERAL SIGNAL PATHFINDER SIREN
1	ES100C	FEDERAL SIGNAL DYNAMAX SPEAKER, COMPOSITE HOUSING, 100W
1	HKB-TAH21-HP	KIT, HOOK, PURSUIT, CHEVY TAHOE 21+
1	ESB-U	FEDERAL SIGNAL ES100 UNIVERSAL BAIL BRACKET
1	RB-TAH21	Rumbler Bracket- 2021 Chevrolet Tahoe
1	RBKIT2	Rumbler Speaker Kit 2
1	MPS122U-RB	MicroPulse Ultra 12, Dual Color, Clear lens, surface mount, 12/24 Vdc (24) LEDs, Red/Blue Mounting Location : F1 - FOGLIGHT - DS
1	MPS122U-RB	MicroPulse Ultra 12, Dual Color, Clear lens, surface mount, 12/24 Vdc (24) LEDs, Red/Blue Mounting Location : F2 - FOGLIGHT - PS
1	MPS62U-RB	MicroPulse Ultra 6, Dual Color, Clear lens, surface mount, 12/24 Vdc (12) LEDs, Red/Blue Mounting Location : PB11 - DS SIDE
1	MPS62U-RB	MicroPulse Ultra 6, Dual Color, Clear lens, surface mount, 12/24 Vdc (12) LEDs, Red/Blue Mounting Location : PB22 - PS SIDE
2	MPS62U-RW	MicroPulse Ultra 6, Dual-Color, Surface Mount, 12/24 Vdc, Clear Lens; Red/White Mounting Location : PB1 - DS FRONT

Quote

Date **9/30/2022**
Quote # **CAPQ-105824**



CAP FLEET

2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details
		Notes: SCENE AND TAKEDOWN
2	MPS62U-RW	MicroPulse Ultra 6, Dual-Color, Surface Mount, 12/24 Vdc, Clear Lens; Red/White Mounting Location : RB1 - RUNNING BOARDS Notes: DS SCENE
2	MPS62U-BW	MicroPulse Ultra 6, Dual-Color, Surface Mount, 12/24 Vdc, Clear Lens; Blue/White Mounting Location : PB2 - PS FRONT Notes: SCENE AND TAKEDOWN
2	MPS62U-BW	MicroPulse Ultra 6, Dual-Color, Surface Mount, 12/24 Vdc, Clear Lens; Blue/White Mounting Location : RB1 - RUNNING BOARDS Notes: PS SCENE
2	ENT2B3RBW	INTERSECTOR UNDER MIRROR MOUNT LIGHT, 9-32 VDC, W/4-WEDGES, MOUNTING GASKET & HARDWARE, 18 LEDS, TRICOLOR - RED/BLUE/WHITE Wiring Instructions : WIRE TRIO W/ OVERRIDE Mounting Location : MIR2 - UNDER MIRROR
1	PNT1CRV01	REPLACEMENT CURVED SURFACE ADAPTORS FOR INTERSECTOR - 1-DRIVER & 1-PASSENGER W/MOUNTING HARDWARE - UNIVERSAL
1	XSM2-BRW-US	Xstream Interior Mount Warning Light - Dual Head - BRW/BRW (wire leads) Mounting Location : RQGL1 - REAR QTR GLASS -DS- LOW Notes: SCENE
1	XSM2-BRW-US	Xstream Interior Mount Warning Light - Dual Head - BRW/BRW (wire leads) Mounting Location : RQGL2 - REAR QTR GLASS - PS - LOW Notes: SCENE
1	416900Z-RW	DUAL COLOR, SINGLE-HEAD IN-LINE CORNER LED SYSTEMS, (1) LED HEAD WITH IN-LINE FLASHER, CABLES AND BLACK BEZEL, RED/WHITE Notes: DS of cargo area, each color on independent toggle mounted on DS rear interior panel
1	416900Z-RW	DUAL COLOR, SINGLE-HEAD IN-LINE CORNER LED SYSTEMS, (1) LED HEAD WITH IN-LINE FLASHER, CABLES AND BLACK BEZEL, RED/WHITE Notes: PS of cargo area, each color on independent toggle mounted on DS rear interior panel
1	MPS122U-RW	MicroPulse Ultra 12, Dual-Color, Surface Mount, 12/24 Vdc, Clear Lens; Red/White Mounting Location : LP1 - SURFACE MOUNT - DS Notes: NO REVERSE OVERRIDE
1	MPS122U-BW	MicroPulse Ultra 12, Dual-Color, Surface Mount, 12/24 Vdc, Clear Lens; Blue/White Mounting Location : LP2 - SURFACE MOUNT PS Notes: NO REVERSE OVERRIDE
1	MPS62U-RW	MicroPulse Ultra 6, Dual-Color, Surface Mount, 12/24 Vdc, Clear Lens; Red/White Mounting Location : RB1 - REAR BUMPER Notes: below brake light, DS
1	MPS62U-BW	MicroPulse Ultra 6, Dual-Color, Surface Mount, 12/24 Vdc, Clear Lens; Blue/White Mounting Location : RB1 - REAR BUMPER Notes: below brake light, PS

Quote

Date **9/30/2022**
Quote # **CAPQ-105824**



CAP FLEET

2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details
2	MPSM6-LB	MICROPULSE MOUNTING BRACKET
2	MPSUMB12-2	WHITE BEZEL FOR (1) MICROPULSE ULTRA 12
2	MPSUMB6-2	WHITE BEZEL FOR (1) MICROPULSE ULTRA 6
1	SIFMJH-TAH21-P3	SPECTRALUX ILS LOW-PROFILE SIFM CENTERED FORCUSED STYLE; REAR HATCH/REAR DECK/REAR WINDOW; CHEVROLET TAHOE 2021+ Notes: amber on traffic advisor
EXTERIOR		
1	PBX08	PUSH BUMPER FOR 2021+ TAHOE
1	PBXW-TAH21	WING WRAPS FOR 2021+ TAHOE
1	PBX-TC4L-4	Four Light Top Channel for Tahoe
PRISONER TRANSPORT EQUIPMENT		
1	GK10342UHK	DUAL T-RAIL MOUNT; 2 UNIVERSAL XL; HANDCUFF KEY OVERRIDE; *FOR USE WITH ALL VEHICLES; *FOR USE WHEN MOUNTING TO FREESTANDING BASES Wiring Instructions : WIRE GUNLOCK TO SMART SIREN
1	5704WM	2015-2021 CHEVY TAHOE FRONT PARTITION SLIDING WINDOW CAGE/MESH SCREEN PRE-INSTALLED
1	5700CT4R	2021 TAHOE 2015-16 Chevy Tahoe Recessed Storage Center Panel & Lower Extension Kit
1	570341	2021 TAHOE SCA Transfer Kit (Includes Upper & Lower Filler Panels, Mounting Brackets & Hardware)
1	475-1743	REPLACEMENT BIO SEAT SYSTEM; GM/CHEVY TAHOE 2021+
STORAGE		
1	PP-TAH-2021-L3-2D-11-CAG	(PP-TAH-2021-L3-2D-11-CAG) TAHOE 2021-2022, HIGH SECURITY, TWO 11" TALL DRAWERS (PASSENGER SIDE), SIZED FOR USE WITH MOST FULL PRISONER CAGES
1	PP-TAH-2021-3RD-L1-8X36	(PP-TAH-2021-3RD-L1-8X36) TAHOE 2021-2022, 3RD DRAWER OPTION, LOW SECURITY, 19.5" WIDE X 8" X 36"

QTY	Part #	Description
1	LABOR	LABOR
1	SHIPPING	SHIPPING
1	PDKIT	POWER DISTRIBUTION KIT
1	DISPOSAL	DISPOSAL FEE (FOR OEM PARTS NOT PICKED UP ON DELIVERY)
1	PROGFEE	PROGRAMMING FEE
1	INSPECT	ALL CAP FLEET INSPECTIONS COME WITH AN AGENCY LIMITED LIFETIME WARRANTY
1	DEALER	DEALER PREP
1	WIRING HARNESS	WIRING HARNESS
1	SHOP SUPPLIES	SHOP SUPPLIES

QTY	Make	Model	Used
1	Kenwood	VM5930-F	<input checked="" type="checkbox"/>
1	WatchGuard Video	4RE	<input checked="" type="checkbox"/>
1	Stalker	DUAL SL	<input checked="" type="checkbox"/>



Vehicle Quote

Quote No.: DL 220125

Exp. Date: Jan 29, 2023

Prepared for

Burnet Police Department
Burnet Texas
LanceBesancon

Buy Board 601-19

NAME	PRICE	QTY	SUBTOTAL
Silverado 1500 PPV	\$46,500.00	1	\$46,500.00

2023 Silverado Options - Black | Bailment



Upfit Equipment	\$15,711.00	1	\$15,711.00
CAPQ105825			
Floor Plan Interest	\$0.00	0	\$0.00
Delivery	\$135.00	1	\$135.00
COOP Fee	\$400.00	1	\$400.00
			\$62,746.00
Discount			\$0.00
Tax			\$0.00
Total			\$62,746.00

****PRICES/QUOTES ARE VALID FOR THIRTY (30) DAYS DUE TO SUPPLY CHAIN CONSTRAINTS. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER A PURCHASE ORDER IS ISSUED****



Quote

Date **9/30/2022**
Quote # **CAPQ-105825**



CAP FLEET

2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

Name / Address

Burnet police department
105 south rhomberg, Burnet 78611

Ship To:

Burnet police department
Lance Besancon
105 south rhomberg, Burnet 78611

Salesperson:	Bary Bedford
Email:	lbesancon@cityofburnet.com
Contact Name:	Lance Besancon

Year:	2023
Make:	Chevrolet
Model:	SILVERADO

Job Description: PPV

Quote Summary

Per Vehicle Subtotal	\$15,711.00
Per Vehicle Tax	\$0.00
Per Vehicle Total	\$15,711.00

# Vehicles Quoted	1
-------------------	---

Grand Total \$15,711.00

****PRICES ARE VALID FOR 30 DAYS BUT ARE SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES.
REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO IS ISSUED.
ALL CANCELLED ORDERS ARE SUBJECT TO A 20% RESTOCKING FEE****

I hereby authorize the install work therein set forth to be done by CAP Fleet Upfitters, together with the furnishing by CAP Fleet Upfitters of the necessary parts and other material for such install and agree that CAP Fleet Upfitters is not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that CAP Fleet Upfitters neither assumes or authorizes any other person to assume for CAP Fleet Upfitters any liability in connection with such install; that CAP Fleet Upfitters shall not be responsible for loss or damage to the above vehicle, or articles left therein; in case of fire, theft, any Act of God, or other cause beyond CAP Fleet Upfitters control; that CAP Fleet Upfitters employees may operate the above vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspecting such vehicle.

WWW.CAPFLEET.COM

QUOTES ARE GOOD FOR 30 DAYS.

PLEASE SIGN BELOW IF ALL ITEMS & QUANTITIES ARE APPROVED.

X_____ Date: / /

Quote

Date **9/30/2022**
Quote # **CAPQ-105825**



CAP FLEET

2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details
1	SIFZJS	Front ILS, 2-color configuration, discrete wired or Convergence Network, FSJoin Notes: FEDSIG REFERENCE NUMBER: 1664562165
1	SL8F-RB	8-head flashing model, 31.8", (4) Red LED reflectors, (4) Blue reflectors, R-R-R-R-B-B-B-B Notes: FEDSIG
CONSOLE/MDT		
1	PP-2019-CHPU-FS	(PP-2019-CHPU-FS) 2019-2022 CHEVY SILVERADO FULL SIZE CENTER CONSOLE. **NO FACTORY TRAILER BRAKE CONTROLLER** FITS 1500 MODEL.
1	C-EB30-FSP-1P	1-PIECE EQUIPMENT MOUNTING BRACKET, 3" MOUNTING SPACE, FITS FEDERAL SIGNAL PATHFINDER PF200 SWITCH PANEL
1	C-EB25-KNX-1P	1-PIECE EQUIPMENT MOUNTING BRACKET, 2.5" MOUNTING SPACE, FITS KENWOOD RADIO
1	C-EB20-WGD-1P	1-PIECE EQUIPMENT MOUNTING BRACKET, 2" MOUNTING SPACE, FITS MOTOROLA WATCHGUARD 4RE DVR
1	CM-SDMT-SA-LED	CONSOLE SIDE HT. ADJ. MOUNT W/SWING ARM FOR DOCKING STATION
1	UT-1001	UNIVERSAL RUGGED CRADLE FOR APPROXIMATELY 11"-14" COMPUTING DEVICES
1	BR-930	3 HOLE OUTLET BOX - HARDWIRE - (1) LIGHTED ON/OFF SWITCH POWERS ALL OUTLETS - IN LINE GLASS FUSE (15A)
2	MMBP	MAGNETIC MIC KIT
ELECTRONICS		
1	90942	NMO 3/4 IN MOUNT, NO CONNECTOR
EMERGENCY LIGHTING		
1	MPS122U-RB	MicroPulse Ultra 12, Dual Color, Clear lens, surface mount, 12/24 Vdc (24) LEDs, Red/Blue Mounting Location : F1 - FOGLIGHT - DS
1	MPS122U-RB	MicroPulse Ultra 12, Dual Color, Clear lens, surface mount, 12/24 Vdc (24) LEDs, Red/Blue Mounting Location : F2 - FOGLIGHT - PS
1	MPS62U-RB	MicroPulse Ultra 6, Dual Color, Clear lens, surface mount, 12/24 Vdc (12) LEDs, Red/Blue Mounting Location : PB11 - DS SIDE
1	MPS62U-RB	MicroPulse Ultra 6, Dual Color, Clear lens, surface mount, 12/24 Vdc (12) LEDs, Red/Blue Mounting Location : PB22 - PS SIDE
2	MPS62U-RW	MicroPulse Ultra 6, Dual-Color, Surface Mount, 12/24 Vdc, Clear Lens; Red/White Wiring Instructions : WIRE DUO W/ OVERRIDE Mounting Location : PB1 - DS FRONT
2	MPS62U-BW	MicroPulse Ultra 6, Dual-Color, Surface Mount, 12/24 Vdc, Clear Lens; Blue/White Wiring Instructions : WIRE DUO W/ OVERRIDE Mounting Location : PB2 - PS FRONT
2	ENT2B3RBW	INTERSECTOR UNDER MIRROR MOUNT LIGHT, 9-32 VDC, W/4-WEDGES, MOUNTING

Quote

Date **9/30/2022**
Quote # **CAPQ-105825**



CAP FLEET

2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details
		GASKET & HARDWARE, 18 LEDS, TRICOLOR - RED/BLUE/WHITE Mounting Location : MIR2 - UNDER MIRROR
1	PNT1CRV01	REPLACEMENT CURVED SURFACE ADAPTORS FOR INTERSECTOR - 1-DRIVER & 1-PASSENGER W/MOUNTING HARDWARE - UNIVERSAL
1	MPS122U-RW	MicroPulse Ultra 12, Dual-Color, Surface Mount, 12/24 Vdc, Clear Lens; Red/White Mounting Location : RB1 - REAR BUMPER Notes: DS
1	MPS122U-BW	MicroPulse Ultra 12, Dual-Color, Surface Mount, 12/24 Vdc, Clear Lens; Blue/White Mounting Location : RB1 - REAR BUMPER Notes: PS
2	MPSUMB12-2	WHITE BEZEL FOR (1) MICROPULSE ULTRA 12
1	PF200	FEDERAL SIGNAL PATHFINDER SIREN
1	ES100C	FEDERAL SIGNAL DYNAMAX SPEAKER, COMPOSITE HOUSING, 100W
1	ESB-U	FEDERAL SIGNAL ES100 UNIVERSAL BAIL BRACKET
1	RB-SIL17	Rumbler Bracket
1	RBKIT2	Rumbler Speaker Kit 2
1	DBKT4	DOMINATOR ANGLE MOUNT BRACKET
EXTERIOR		
1	RNHGGC19HBL1	19-C SILVERADO 1500 LEGEND GRILLE GUARD (W/SENSORS REQ BRKT PSC19HBL1)
PRISONER TRANSPORT EQUIPMENT		
1	GF1382CHT191500	T-RAIL MOUNT KIT; FREE STANDING; *INCLUDES FREE STANDING MOUNT ONLY; CHEVROLET SILVERADO 1500 19-22
1	GK10342UHK	DUAL T-RAIL MOUNT; 2 UNIVERSAL XL; HANDCUFF KEY OVERRIDE; *FOR USE WITH ALL VEHICLES; *FOR USE WHEN MOUNTING TO FREESTANDING BASES Wiring Instructions : WIRE GUNLOCK TO SMART SIREN
STORAGE		
1	DG6	GM Sierra or Silverado 1500 (2019-current) - New "wide" bed widthBed Length -5' 9"
1	PMXBC-11022	19-C SILVERADO/SIERRA 1500 5.8 FT BED HARD FLUSH MOUNT TRI FOLD TONNEAU COVER Notes: MEYER

QTY	Part #	Description
1	SHIPPING	SHIPPING
1	LABOR	LABOR
1	DISPOSAL	DISPOSAL FEE (FOR OEM PARTS NOT PICKED UP ON DELIVERY)
1	PDKIT	POWER DISTRIBUTION KIT
1	PROGFEE	PROGRAMMING FEE
1	INSPECT	ALL CAP FLEET INSPECTIONS COME WITH AN AGENCY LIMITED LIFETIME WARRANTY
1	DEALER	DEALER PREP
1	WIRING HARNESS	WIRING HARNESS
1	SHOP SUPPLIES	SHOP SUPPLIES

Quote

Date **9/30/2022**
Quote # **CAPQ-105825**



CAP FLEET

2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Make	Model	Used
1	WatchGuard Video	4RE	<input type="checkbox"/>
1	Kenwood	VM5930-F	<input type="checkbox"/>



PRODUCT PRICING SUMMARY

TIPS USA TIPS RFP 210907 Automobiles

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: BURNET PD

Prepared by: SETH GAMBLIN

Contact: _____

Phone: 512.436.1313

Email: _____

Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Product Description: CHEVY TAHOE PPV

Date: November 23, 2022

A. Bid Item: _____

A. Base Price: \$ **36,524.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
CC10706	91C 2023 TAHOE PPV 2WD		5Y1	FRONT CENTER SEAT (20%) DELETE	\$ -
L84	5.3L V8 W/AUTOMATIC	\$ -	5T5	VINYL BACK SEAT	\$ -
MQC	10 SPEED TRANS	\$ -			
				REAR PARK ASSIST / REAR CAMERA	
6J7	FLASHER SYSTEM, HEAD & TAIL LAMP	\$ 50.00		WHEELS 20"X9" STEEL	
				ASSIST STEPS	
Total of B. Published Options:					\$ 50.00

Published Option Discount (5%) \$ **(42.50)**

C. Unpublished Options

\$= 2.2 %

Description	Bid Price	Options	Bid Price
LEFT HAND LED SPOTLIGHT	\$ 800.00	EXTERIOR - WHITE	
		INTERIOR - JET BLACK CLOTH H1T	
		134622-134624	
Total of C. Unpublished Options:			\$ 800.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ 250.00

F. Contract Price Adjustment:

TAHOE PPV

\$ 1,995.00

G. Additional Delivery Charge:

250 miles

\$ 437.50

H. Subtotal:

\$ 40,014.00

I. Quantity Ordered 3 x H =

\$ 120,042.00

J. Trade in:

\$ -

K.

L. Total Purchase Price

\$ 120,042.00

Burnet Police

Vehicle Purchase FY 2023

Vehicle Purchases FY 2023

- 3 Patrol Tahoes
 - Used to replace current vehicles that are at end of life.
- 1 Patrol Truck
 - Used as Chief's vehicle and the current Tahoe will be transferred to SRO Sergeant position.
- Purchased off the new cooperative TIPS that was recently approved.



Questions





Development Services

ITEM 4.8

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

Action

Meeting Date: December 13, 2022

Agenda Item: Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, FOR NOMINATION OF A BOARD MEMBER FOR THE BURNET CENTRAL APPRAISAL DISTRICT: D. Vaughn

Background: A Vacancy on the Burnet Central Appraisal District's (BCAD) Board of Directors has occurred. The City of Burnet is an entitled entity eligible to nominate a potential board member to the BCAD for the consideration of the board in filling of the seat.

Information:

Fiscal Impact N/A

Recommendation: To be determined by Council

RESOLUTION NO. R2022-85

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, FOR NOMINATION OF A BOARD MEMBER FOR THE BURNET CENTRAL APPRAISAL DISTRICT

Whereas, a vacancy on the Burnet Central Appraisal District's ("BCAD") Board of Directors, other than a position held by a non-voting county assessor-collector, has occurred; and

Whereas, The City of Burnet has discussed suitable candidates who are eligible under Chapter 6 of the Texas Tax Code to fill the vacancy on the BCAD's Board of Directors;

Whereas, Texas Tax Code Section 6.03(1) permits a taxing unit that is entitled to vote to nominate by resolution a candidate to fill the vacancy, so long as such nominee is submitted to the chief appraiser within 45 days after the taxing entity was notified of the existence of the vacancy; and

Whereas, the City of Burnet City Council has unanimously voted _____
To become its nominee to potentially fill the vacancy on the BCAD's Board of Directors within the timeframe permitted under Texas Tax Code Section 6.04(1);

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Burnet hereby nominates _____ as its nomination to fill the vacancy on the BCAD's Board of Directors and a copy of this resolution shall be delivered to the BCAD's Chief Appraiser as soon as practicable.

Section one. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

Section two. Effective Date. That this resolution shall take effect immediately upon its passage, and approval as prescribed by law.

PASSED AND APPROVED this the 13th day of December, 2022.

CITY OF BURNET, TEXAS

ATTEST:

Crista Goble Bromley, Mayor

Kelly Dix, City Secretary



Fire Department

ITEM 4.9

Mark Ingram
Fire Chief
512-715-3290
mingram@cityofburnet.com

Action

Meeting Date: December 13, 2022

Agenda Item: Discuss and consider action: Direction to Staff pertaining to the Fire Department Engine 3 vehicle: M. Ingram

Background: As discussed with Council in prior meetings the 2007 model Fire Engine #3 is 15 years old with 87,000 miles on it. Engine 3 had a major breakdown in September of 2022 and to date has not been able to be fixed.

The estimated replacement cost of the fire engine would be approximately \$550,000.

Information: Staff is seeking direction from Council in regards to seeking funding from the ESD to assist with the cost of replacement for Engine #3

Fiscal Impact To be determined.

Recommendation: To be determined by Council



Administration

ITEM 5.1

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

Action

Meeting Date: December 13, 2022

Agenda Item: Executive Session: Pursuant to Section 551.072 Texas Government Code City Council shall convene in executive session to: (i) deliberate the purchase, exchange, lease, or value of real property in order to minimize the detrimental effect of such discussion in open session on the position of City Council in negotiations with third parties: D. Vaughn

Background:

Information:

Fiscal Impact:

Recommendation: To be determined by Council.



Administration

ITEM 6.1

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

Action

Meeting Date: December 13, 2022

Agenda Item: Executive Session: Regarding deliberations of the purchase, exchange, lease, or value of real property: D. Vaughn

Background:

Information:

Fiscal Impact:

Recommendation: To be determined by Council.