

**RESOLUTION NO. R2022-45**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET,  
TEXAS APPROVING THE FIRST AMENDMENT TO THE BURNET  
MUNICIPAL AIRPORT FIXED BASE OPERATOR AGREEMENT.**

**Whereas**, the City and Faulkner's Air Shop, Inc., ("FBO") entered into that certain Fixed Base Operator Contract effective December 1, 2019 (the "*Contract*") in which the terms and conditions by which the FBO would provide FBO services to the airport; and

**Whereas**, the FBO timely provided notice of its intent to terminate the Contract effective June 1, 2022; and

**Whereas**, the Parties agree that it is in their mutual interest to continue the Contract Term to expire on August 31, 2022 or until a new FBO can transition in, or until the City assumes operations as the FBO, whichever occurs first; and

**Whereas**, City and FBO desire to amend the Contract as set forth below; and

**Whereas**, City Council deems it appropriate to delegate to the City Manager the authority to terminate the amended contract at such time as a new FBO is engaged to service the airport or the City takes over FBO responsibilities.

**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. Approval.** The First Amendment to the Fixed Base Operator Agreement is hereby approved.

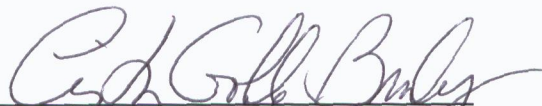
**Section three. Delegation of Authority.** The City Manager is hereby authorized and directed to execute, on behalf of the City, an agreement in substantial form as the attachment hereto, and take such further actions and execute such ancillary documents as may reasonably be necessary to facilitate the purpose of this resolution. Further, the City Manager is authorized, without further action by City Council, to terminate the agreement pursuant to Article I Section (c) therein upon his determination that such termination is in the best interest of the City.

**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.

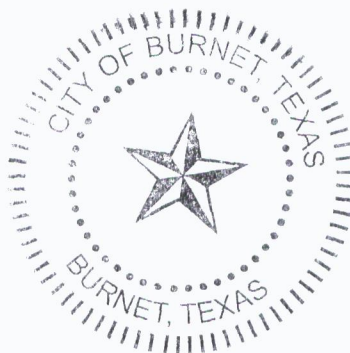
**PASSED AND APPROVED** this the 24<sup>th</sup> day of May, 2022.

**CITY OF BURNET, TEXAS**

  
Crista Goble Bromley, Mayor

**ATTEST:**

  
Kelly Dix, City Secretary





## FIRST AMENDMENT TO FIXED BASE OPERATOR CONTRACT

THIS FIRST AMENDMENT TO FIX BASE OPERATOR CONTRACT (this "*Amendment*") is entered into by and between **City of Burnet** a Texas home rule municipality ("*Seller*") and Faulkner's Air Shop, Inc., a Texas corporation ("*FBO*").

### RECITALS

**Whereas**, City and FBO entered into that certain Fixed Base Operator Contract effective December 1, 2019 (the "*Contract*"), in which the terms and conditions by which FBO would provide FBO services to the Burnet Municipal Airport.

**Whereas**, the FBO timely provided notice of its intent to terminate the Contract effective June 1, 2022.

**Whereas**, the Parties agree that it is in their mutual interest to continue the Contract Term on a month to month basis until a new FBO can transition in, or until the City assumes operations as the FBO, as the case may be.

**Whereas**, City and FBO desire to amend the Contract as set forth below.

**Whereas**, All defined terms not otherwise defined in this Amendment shall have the same meaning as the meaning given such terms in the Contract.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Seller and Buyer acknowledge, and the mutual benefits to be derived by the Parties from this Amendment, Seller and Buyer agree as follows:

- (I) **Amendments.** The amendments to the Contract are as follows:
- (a) The section of Contract entitled "*Consideration*" on page one therein, is hereby amended by replacing the existing language with the language in italics (*italics*) that follows:

### CONSIDERATION

*City shall pay as a fix based operator's fee to the FBO, the cash sum of eighteen thousand and 00/000 DOLLARS (\$18,000.00). The first monthly payment to be paid on the first day of June, 2022, and a like payment on the first day of each month thereafter during the term of this First Amendment. Should this First Amendment terminate before the end of any month, the fee shall be prorated for said month.*

*The FBO shall not be required to pay any hangar rental fee to City for the hangar described in **Exhibit "A"** of the Contract.*

*The FBO shall track and report all fuel dispensed and shall note all gallons pumped, both self-service and full-service. The FBO shall pay to the City the entire proceeds of the sale of all fuel sales collected by the FBO*

- (b) The section of Contract entitled "Term", on page one therein, is hereby amended by replacing the existing language with the language in italics (*italics*) that follows:

**TERM**

*The Contract Term, as amended, shall be effective as of June 1, 2022, and terminate on August 31, 2022.*

- (c) The section of the Contract (entitled "Termination") on page 2 therein, is hereby amended by replacing the paragraph numbered (2). Paragraphs 1, 3 and 4 are not amended. The amended language is in italics (*italics*) as follows:

**TERMINATION**

*2. This Contract may be terminated before August 31, 2022, by mutual agreement between the Parties or for the convenience by either the FBO or the City upon written notice of either Party of its intent to terminate at least ten (10) business days prior to such termination. The City Manager is hereby fully authorized to act on behalf of the City regarding this provision.*

- (II) **Binding.** This First Amendment is binding upon and shall inure to the benefit of the parties and their prospective successors and assigns.
- (III) **Counterparts.** This First Amendment may be executed and delivered in one or more counterparts. Transmission of this First Amendment by telecopy shall be deemed transmission of the original First Amendment for all purposes.
- (IV) **Full Force and Effect.** In all other respects, the Contract shall continue in full force and effect, unmodified except to the extent provided herein, and City and FBO hereby Ratify and Affirm the same.


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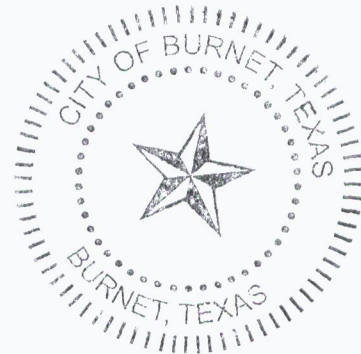
This First Amendment to be effective as of June 1, 2022.

**City  
City of Burnet**

By:   
Crista Goble Bromley, Mayor

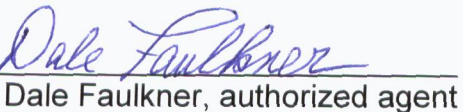
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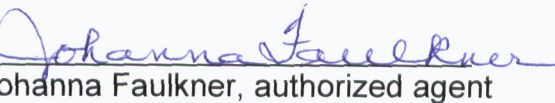
By:   
Kelly Dix, City Secretary



**By execution of this Amendment the FBO agrees its notice of termination is withdrawn and the Term of the Contract shall continue as prescribed by this Amendment.**

**FBO  
Faulkner's Air Shop, Inc.**

By:   
Dale Faulkner, authorized agent

By:   
Johanna Faulkner, authorized agent