

RESOLUTION NO. R2022-77

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING A FIRST AMENDMENT TO AN INTERIM CONTRACT FOR FIXED BASE OPERATION SERVICES FOR THE BURNET MUNICIPAL AIRPORT.

WHEREAS, pursuant to a resolution adopted by City Council on June 14 2022, the City and Crosby Flying Services LLC, entered into an interim Fixed Base Operator Contract and

WHEREAS, City Council wish to extend the term of the interim contract to provide the City Manager with additional time to negotiate 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. That the recitals to this Resolution are incorporated herein for all purposes.

Section two. Approval. The First Amendment to the Fixed Base Operator Contract with Crosby Flying Services LLC is 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 amendment 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 Fixed Base Operator Contract 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 25th day of October, 2022.

CITY OF BURNET, TEXAS


Crista Goble Bromley, Mayor

ATTEST:


Kelly Dix, City Secretary



FIRST AMENDMENT TO FIXED BASE OPERATOR CONTRACT

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

THIS **FIRST AMENDMENT TO FIXED BASE OPERATOR CONTRACT** (this "*Amendment*") is entered into by and between City of Burnet, a Texas home rule municipality ("*City*"), and Crosby Flying Services LLC, a Texas limited liability company, ("*FBO*"), who may be individually referred to herein as "*Party*" or collectively as "*Parties*".

RECITALS

WHEREAS, the City and FBO entered into that certain Fixed Base Operators Contract (the "*Contract*") to be effective on June 22, 2022;

WHEREAS, the parties' purpose in entering into the Contract was to set out the terms and conditions by which FBO would provide Fixed Base Operator's services at Burnet Municipal Airport on an interim bases to allow the parties time to negotiate a long term contract;

WHEREAS, the Contract expires on the last day of October; and

WHEREAS, the parties enter into this Amendment, to extend the term of the Contract to provide additional time to negotiation a longer-term contract.

AGREEMENT

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

(I) **Amendment.** The paragraph on the first page of the Agreement entitled "TERM" is hereby amended to read as follows:

This Contract shall be effective as of the first day of July 2022 (the "Effective Date") and shall end on the last day of February 2023. Such term may be renewed with the mutual consent of the Parties.

(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.

Initials: City: FBO:

(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.

This First Amendment to be effective as of the latter date signed below.

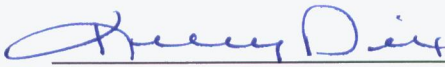
CITY OF BURNET, TEXAS

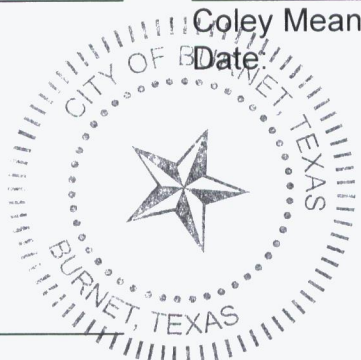
CROSBY FLYING SERVICES LLC


Crista Goble Bromley, Mayor
Date:

Coley Means, Manager
Date:

ATTEST


Kelly Dix, City Secretary



FIRST AMENDMENT TO FIXED BASE OPERATOR CONTRACT

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

THIS **FIRST AMENDMENT TO FIXED BASE OPERATOR CONTRACT** (this "*Amendment*") is entered into by and between City of Burnet, a Texas home rule municipality ("City"), and Crosby Flying Services LLC, a Texas limited liability company, ("FBO"), who may be individually referred to herein as "Party" or collectively as "Parties".

RECITALS

WHEREAS, the City and FBO entered into that certain Fixed Base Operators Contract (the "*Contract*") to be effective on June 22, 2022;

WHEREAS, the parties' purpose in entering into the Contract was to set out the terms and conditions by which FBO would provide Fixed Base Operator's services at Burnet Municipal Airport on an interim bases to allow the parties time to negotiate a long term contract;

WHEREAS, the Contract expires on the last day of October; and

WHEREAS, the parties enter into this Amendment, to extend the term of the Contract to provide additional time to negotiation a longer-term contract.

AGREEMENT

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

- (I) **Amendment.** The paragraph on the first page of the Agreement entitled "TERM" is hereby amended to read as follows:

This Contract shall be effective as of the first day of July 2022 (the "Effective Date") and shall end on the last day of February 2023. Such term may be renewed with the mutual consent of the Parties.

- (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.

This First Amendment to be effective as of the latter date signed below.


CITY OF BURNET, TEXAS

CROSBY FLYING SERVICES LLC


Crista Goble Bromley, Mayor
Date:


Coley Means, Manager
Date:

ATTEST


Kelly Dix, City Secretary

