



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 **14th day of November, 2023**, 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) Engineering Department Quarterly Report: Eric Belaj

1.2) September 2023 Financial Report: P. Langford

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

2.1) Approval of the October 24th, 2023 City Council Workshop Meeting Minutes

2.2) Approval of the October 24th, 2023 City Council Regular Meeting Minutes

3. PUBLIC HEARINGS/ACTION:

3.1) Public hearing and consideration of the following items:

A) FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING PROPERTY KNOWN AS 111 SHADY GROVE RD., SHADY GROVE ELEMENTARY SCHOOL, FROM ITS PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY KNOWN AS 500 E GRAVES STREET, RJ RICHEY ELEMENTARY SCHOOL, FROM ITS PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY KNOWN AS 1401 N. MAIN STREET, BURNET MIDDLE SCHOOL, FROM ITS PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY KNOWN AS 1000 GREEN MILE, BURNET HIGH SCHOOL, FROM ITS PRESENT DESIGNATION OF AGRICULTURE – DISTRICT “A” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY KNOWN AS 607 N VANDERVEER, BURNET ELEMENTARY SCHOOL, FROM ITS PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY KNOWN AS 801 N WOOD STREET, BCISD BUS BARN, FROM ITS PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY KNOWN AS 208 E BRIER STREET, BCISD ADMINISTRATION OFFICES, FROM ITS PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; AND PROPERTY KNOWN AS 401 E THIRD STREET, BCISD ATHLETICS COMPLEX, FROM ITS PRESENT DESIGNATION OF MEDIUM

COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF GOVERNMENT
– DISTRICT “G”: L. Kimbler

Proceedings shall be conducted as follows:

- (1) Staff Presentation: L. Kimbler
- (2) Public Hearing:
- (3) Consideration and action:

B) FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING PROPERTY KNOWN AS 600 DELAWARE SPRINGS BLVD., DELAWARE SPRINGS GOLF COURSE, FROM ITS PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” AND MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”:
L. Kimbler

Proceedings shall be conducted as follows:

- (1) Staff Presentation: L. Kimbler
- (2) Public Hearing:
- (3) Consideration and action:

3.2) Public Hearing: The City Council of the City of Burnet shall conduct a public hearing to receive public testimony and comments on the merits of a proposed “Preliminary Plat” for approximately 42.67 acres out of Eugenio Perez Subdivision, Abs. No. A0672. The proposed “Preliminary Plat” will establish Springside Estates, consisting of 79 residential lots: L. Kimbler

4. ACTION ITEMS:

4.1) Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING PROPERTY KNOWN AS 1815 S WATER ST, GALLOWAY HAMMOND RV PARK, FROM ITS PRESENT DESIGNATION OF HEAVY COMMERCIAL – DISTRICT “C-3” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY KNOWN AS 301 GARDEN TRAIL, HALEY NELSON PARK, FROM ITS PRESENT DESIGNATION OF AGRICULTURE – DISTRICT “A” AND SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY LEGALLY DESCRIBED AS: ABS A0187 B.B. CASTLEBERRY, 1.15 ACRES, FROM ITS PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY LEGALLY DESCRIBED AS ABS A0187 B.B. CASTLEBERRY, TRACT CEMETERY, 0.4

ACRES, FROM ITS PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY KNOWN AS 709 NORTHINGTON STREET, BOYS AND GIRLS CLUB, FROM ITS PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; AND PROPERTY LEGALLY DESCRIBED AS: BEING THE SOUTH ONE-HALF OF LOT NO. 1 AND ALL OF LOT NO. 2, BLK. 41, VANDERVEER/ALEXANDER ADDITION FROM ITS PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”: L. Kimbler

4.2) Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE 2022-38; THE ORIGINAL BUDGET ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023 FOR THE CITY OF BURNET, TEXAS, FUNDING ACCOUNTS IN BUDGET DUE TO UNFORESEEN SITUATIONS; CONTAINING FINDINGS; PROVIDING FOR SAVINGS AND SEVERABILITY: P. Langford

4.3) Discuss and consider action: Award Request for Proposal (RFP) 2023-010 Fire Station Roof Replacement Project bid and authorize the City Manager to execute the contract: E. Belaj

4.4) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING VARIANCES TO THE CODE OF ORDINANCES, SECTION 98-48 – BLOCKS FOR THE PROPOSED PRELIMINARY PLAT OF SPRINGSIDE ESTATES SUBDIVISION: L. Kimbler

4.5) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE PRELIMINARY PLAT OF SPRINGSIDE ESTATES, A PROPOSED 79-LOT RESIDENTIAL SUBDIVISION CONSISTING OF APPROXIMATELY 42.67 ACRES: L. Kimbler

4.6) Discuss and consider action: Select Contractor for Request for Proposal (RFP) 2023-007 Airport Box Hangar Project bid, authorize the City Manager to negotiate with selected bidder, and bring back a contract to Council for Approval: E. Belaj

4.7) Discuss and consider action: Adoption of an interlocal agreement with the City of Marble Falls to provide dispatch services for Fire/EMS and Police: B. Lee

4.8) Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING A SHARED AGENCY AGREEMENT, TOGETHER WITH THE PURCHASE AND LICENSE AGREEMENT WITH MOTOROLA SOLUTIONS FOR SOFTWARE AND HARDWARE FOR POLICE, FIRE AND EMERGENCY MEDICAL SERVICES DISPATCH: B. Lee

4.9) Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET TEXAS AUTHORIZING THE CITY MANAGER TO TERMINATE THE COOPERATIVE AGREEMENT FOR COUNTY PROVIDED EMERGENCY DISPATCH SERVICES UPON THE SUCCESSFUL TRANSITION TO EMERGENCY DISPATCH SERVICE PROVISION BY MARBLE FALLS: B. Lee

4.10) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT TO PROVIDE A SINGLE CONNECTION WATER SERVICE FOR ONE HOUSEHOLD LOCATED IN THE EXTRATERRITORIAL JURISDICTION: L. Kimbler

4.11) Discuss and consider action: A RESOLUTION OF VOTES CAST BY THE CITY COUNCIL, OF THE CITY OF BURNET, TO ELECT DIRECTORS FOR THE BURNET CENTRAL APPRAISAL DISTRICT FOR THE YEAR 2024-2025: K. Dix

4.12) Discuss and consider action: Direction to staff regarding the possible acquisition of the Kroeger Property located at 400 N. West Street: D. Vaughn

5. 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.

6. ADJOURN:

Dated this 20th day of October, 2023

City of Burnet

Mayor Gary Wideman

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 November 9, 2023 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

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).



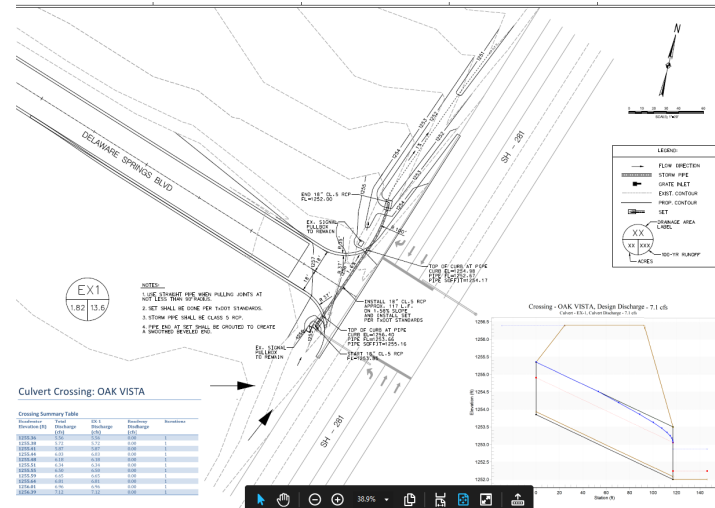
ENGINEERING REPORT - NOV 2023



ENGINEERING REPORT

Del Springs Blvd:

1. Started Construction
2. Deduct Change Order
3. TxDOT Approval new Culvert at 281
4. Minor issues resolved
 - Reinstall base material
 - Remove and reinstall curbs





- Cheatham Well 2 Pump Replacement Well:

- Camera the well and:
 - Found well is not straight
 - Well 2 produces less than well 1
- Replaced pump and motor with new one.
- Rehab old motor and on standby

ENGINEERING REPORT



ENGINEERING REPORT

- YMCA Building Expansion Bid
- Fire Station roof
- City Hall Bid
- Airport Hangar Bid
- Airport Sealcoat
 - TxDOT Changing Pavement Sealant Type

QUESTIONS





CITY OF BURNET

FINANCIAL REPORT
FYTD SEPTEMBER 2023

Bluebonnet Capital of Texas - Lakes, Hills, History



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	<p>CITY OF BURNET FYTD SEPTEMBER FINANCIAL SUMMARY</p>	<p>FY 2023</p>
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Overall, the City’s major unrestricted funds (excluding golf) ended the year with a bottom line of \$2,378,689 and outperformed the budget by \$1,321,569.

GENERAL FUND

The General Fund ended the period with a profit of \$1,322,166 and in total their revenues and expenses performed well compared to the budget.

The General Fund’s primary revenues include:

- **Property tax collections** – ended the period at 102% of budget and increased by \$502,308 over the same period last year.
- **Sales tax collections** – ended the period at 99% of budget and increased by \$44,104 over the same period last year.
- **EMS transfer collections** – ended the period at 89% of budget and decreased by (\$255,498) over the same period last year.
 - Collections ended the year under budget because the hospital transfer call volume was down 18% mainly because of hospital staff shortages.
- **Transfers In from other funds** – ended the period at 104% of budget and increased by \$333,831 over the same period last year.

Total expenditures ended the period under budget at 98%.

GOLF COURSE

The Golf Course ended the period with a profit of \$508,701 which is a \$138,984 improvement over the same period last year because of increasing revenues.

Total revenues ended the period at 127% of budget and have increased by \$345,246 compared to last year mainly due to increases from green fees/cart rentals, new members, new tournaments, and other revenues which include rebates from early order chemical and fertilizer programs and interest income. Rounds played have increased by almost 4% from last year and the average green fee revenue per round was \$39.88 for the year which was an increase of \$2.27 over last year.

Total expenses ended the period above budget at 103% which was expected given the increases in revenues this year which is more than offsetting the increase in expenses.

ELECTRIC FUND

The Electric fund ended the period with a profit of \$552,333 which is above budget for the year.



CITY OF BURNET
FYTD SEPTEMBER FINANCIAL SUMMARY

FY 2023

Total revenues performed well compared to budget and ended the period at 106% of budget. Compared to last year, consumption has decreased slightly by .28%.

Total expenses ended the year right on track at 100% of the annual budget.

WATER/WASTEWATER

The Water/Wastewater fund ended the period with a profit of \$504,190. which is above budget for the year.

Total revenues ended the period at 105% of budget. Water consumption has increased slightly over last year and both Water and Wastewater sales performed well compared to the budget. The fund is also seeing an increase in other revenues from bulk water sales this year.

Total expenses ended the year right on track at 100%. Compared to last year, expenses have increased mainly because of personnel costs. Last year, the department adopted a new pay scale to attract and retain employees.

AIRPORT (Restricted Fund)

The Airport fund ended the period with a profit of \$118,080 which is above budget for the year.

The new Fixed Base Operator (FBO) contract went into effect on January 1, 2023. Prior to that, the Airport Fund was operated under the "Interim" FBO contract. Because the original budget was based on the new FBO contract going into effect on October 1st, staff amended the budget to reflect the contract changes.

Total revenues performed well compared to the amended budget and ended the period at 109% of budget. Total expenses ended the year under budget at 98%.

CASH RESERVES

The total "Unrestricted" cash reserve balance for the city as of September 30, 2023, was \$6,741,093. That is **\$2,094,093** above our 90-day required reserve amount.

The total "Restricted by Council" cash reserve balance for the city as of September 30, 2023, was \$4,147,091.

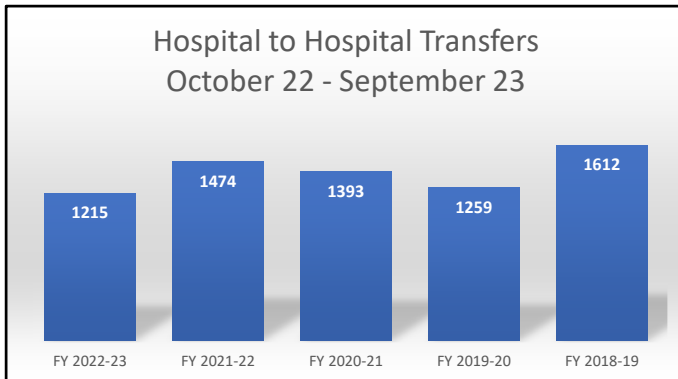
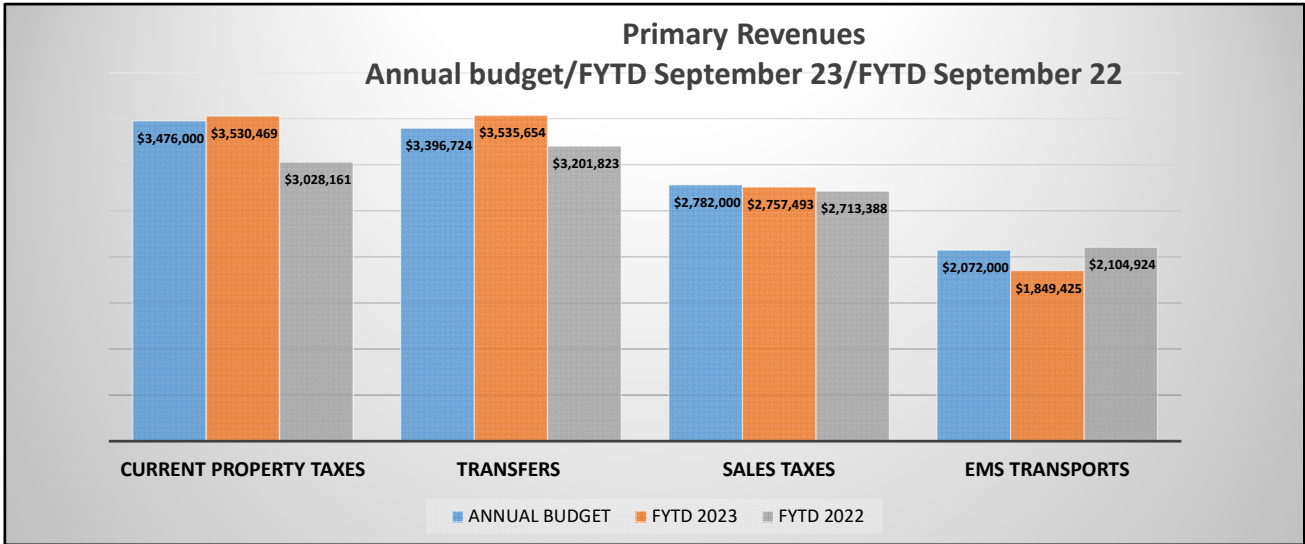
GENERAL FUND DASHBOARD

FYTD SEPTEMBER 2023

CURRENT RESULTS COMPARISON

	ORIGINAL BUDGET	ACTUAL FYTD SEP 2023	% OF BUDGET	PY BUDGET 2021-2022	ACTUAL FYTD SEP 2022	% OF BUDGET
REV	\$ 14,766,308	\$ 15,344,852	104%	\$ 13,131,563	\$ 14,090,031	107%
EXPENSES	14,305,521	14,022,687	98%	12,907,890	12,707,338	98%
PROFIT (LOSS)	\$ 460,787	\$ 1,322,166		\$ 223,673	\$ 1,382,693	

TABLES/CHARTS



Hosp to Hosp Transfers	
FYTD 2023	1,215
FYTD 2022	1,474
Increase (Decrease)	<u>(259)</u> -18%

City of Burnet, Texas
 General Fund
 Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual (Unaudited)
 FYTD SEPTEMBER 2023

	100% of year complete					
	ORIGINAL BUDGET 2022-2023	ACTUAL FYTD SEP 2023	% OF BUDGET	PY BUDGET 2021-2022	PY ACTUAL FYTD SEP 2022	% OF BUDGET
REVENUE						
Ad valorem taxes	\$ 3,476,000	\$ 3,530,469	102%	\$ 2,980,000	\$ 3,028,161	102%
Sales taxes	2,782,000	2,757,493	99%	2,438,000	2,713,388	111%
Interfund Transfers	3,396,724	3,535,654	104%	3,023,893	3,201,823	106%
EMS Transfers	2,072,000	1,849,425	89%	1,900,000	2,104,924	111%
Franchise and other taxes	162,000	298,217	184%	155,000	180,005	116%
Court Fines and Fees	140,000	173,576	124%	130,000	141,282	109%
Grants & Donations	9,500	12,752	134%	10,200	32,276	316%
Licenses & Permits	153,300	199,221	130%	132,200	232,002	175%
Charges for Services	2,369,684	2,385,661	101%	2,232,595	2,196,200	98%
Other Revenue	205,100	602,384	294%	129,675	259,970	200%
Use of Fund Balance	-	-		2,028,500	1,670,226	82%
Total Revenue	\$ 14,766,308	\$ 15,344,852	104%	\$ 15,160,063	\$ 15,760,256	104%
<i>Total Revenue less fund balance</i>	<i>\$ 14,766,308</i>	<i>\$ 15,344,852</i>	<i>104%</i>	<i>\$ 13,131,563</i>	<i>\$ 14,090,031</i>	<i>107%</i>
EXPENDITURES						
Personnel Services	\$ 9,592,515	\$ 9,168,990	96%	\$ 8,153,889	\$ 8,084,012	99%
Supplies & Materials	591,175	530,493	90%	565,856	564,350	100%
Repairs & Maint	612,211	703,643	115%	582,137	573,461	99%
Contractual Services	2,102,170	2,149,429	102%	2,131,071	2,121,714	100%
Other Designated Expenses	686,568	707,641	103%	694,806	685,495	99%
Transfers to Self-funded	514,037	514,037	100%	486,909	486,907	100%
Capital Outlay	-	21,843		23,455	23,454	
Transfers to Golf Admin	206,845	226,610	110%	269,767	167,945	62%
Sub-total	<u>\$ 14,305,521</u>	<u>\$ 14,022,687</u>	<u>98%</u>	<u>\$ 12,907,890</u>	<u>\$ 12,707,338</u>	<u>98%</u>
CAPITAL/OTHER EXP (USES OF FUND BAL)						
Transfers - Capital/Other Uses of FB	-	-		\$ 2,028,500	\$ 1,670,226	82%
	<u>\$ -</u>	<u>\$ -</u>		<u>\$ 2,028,500</u>	<u>\$ 1,670,226</u>	<u>82%</u>
Total Expenditures	\$ 14,305,521	\$ 14,022,687	98%	\$ 14,936,390	\$ 14,377,564	96%
<i>Total Expenditures less Capital/Other</i>	<i>\$ 14,305,521</i>	<i>\$ 14,022,687</i>	<i>98%</i>	<i>\$ 12,907,890</i>	<i>\$ 12,707,338</i>	<i>98%</i>
NET CHANGE IN FUND BALANCE	\$ 460,787	\$ 1,322,166		\$ 223,673	\$ 1,382,693	

KEY VARIANCES - BUDGET vs ACTUAL (100% of Year Complete)

Revenues

- The majority of property taxes are collected in December and January of each year. Collections are at 102% of budget.
- EMS Transfer Revenues are tracking below budget because hospital transfers are down by 259 calls or 18% compared to last year. Per the Fire Chief, there is a nursing shortage which is impacting the hospital transfer requests.
- Franchise fee revenues are tracking higher than expected because of the timing of collections (paid quarterly and annually) and increases in franchise fee revenues. Line also includes delinquent taxes which are tracking about 28K above the annual budget.
- Court fines and fees collections have increased mainly due to increased police and court activity this year.
- Grant revenues have increased due to the receipt of the CATRAC grant awarded to the Fire Department.
- Licenses & Permits are tracking higher than budget mainly because of an increase in inspection fees from construction projects and subdivision inspection fees collected.
- Other Revenues are tracking higher than expected mainly because of increased interest income and insurance claim receipts.

Expenditures

- See Expenditures by Department/Category for more detail.

City of Burnet, Texas
 General Fund
 Expenditures by Department/Category
 FYTD SEPTEMBER 2023

100% of year complete

	ORIGINAL BUDGET 2022-2023	ACTUAL FYTD SEP 2023	% OF BUDGET	PY BUDGET 2021-2022	PY ACTUAL FYTD SEP 2022	% OF BUDGET
EXPENDITURES (Less transfers to capital/other):						
City Council						
Supplies & Materials	\$ 2,000	\$ 881	44%	\$ 2,111	\$ 2,111	100%
Repairs & Maint	1,000	450	45%	1,005	1,004	100%
Contractual Services	7,020	8,017	114%	7,334	7,332	100%
Other Designated Expenses	8,575	8,948	104%	11,456	11,454	100%
Total Expenditures	18,595	18,296	98%	21,906	21,902	100%
General Administration						
Personnel Services	1,277,069	1,200,061	94%	1,100,675	1,097,435	100%
Supplies & Materials	21,700	20,429	94%	22,196	22,125	100%
Repairs & Maint	91,000	104,356	115%	94,150	93,360	99%
Contractual Services	260,303	287,678	111%	258,577	254,340	98%
Other Designated Expenses	423,581	424,226	100%	413,980	410,207	99%
Transfer for Golf Admin/Grant Fund	206,845	226,610	110%	269,767	167,945	62%
Total Expenditures	2,280,498	2,263,361	99%	2,159,345	2,045,411	95%
Municipal Court						
Personnel Services	73,658	73,288	99%	72,844	72,839	100%
Supplies & Materials	675	428	63%	610	576	95%
Repairs & Maint	8,500	6,296	74%	6,348	6,347	100%
Contractual Services	15,300	15,668	102%	15,233	15,212	100%
Other Designated Expenses	5,050	8,207	163%	6,031	6,030	100%
Total Expenditures	103,183	103,888	101%	101,066	101,003	100%
Police/Animal Shelter/K-9						
Personnel Services	2,610,113	2,498,174	96%	2,150,526	2,150,522	100%
Supplies & Materials	138,200	122,860	89%	113,293	113,289	100%
Repairs & Maint	113,950	129,720	114%	104,948	104,947	100%
Contractual Services	228,350	235,860	103%	219,200	219,197	100%
Other Designated Expenses	99,162	95,912	97%	121,799	121,795	100%
Transfers to Self-funded	181,341	181,341	100%	196,567	196,567	100%
Capital Outlay	-	8,680		-	-	
Total Expenditures	3,371,116	3,272,548	97%	2,906,333	2,906,316	100%
Fire/EMS						
Personnel Services	3,584,056	3,495,544	98%	3,256,237	3,215,460	99%
Supplies & Materials	243,650	210,266	86%	241,125	240,408	100%
Repairs & Maint	174,500	248,496	142%	191,753	189,404	99%
Contractual Services	302,070	293,751	97%	296,883	296,111	100%
Other Designated Expenses	74,600	81,605	109%	57,909	56,677	98%
Transfers to Self-funded	267,868	267,868	100%	254,786	254,786	100%
Capital Outlay	-	10,600		11,690	11,689	
Total Expenditures	4,646,744	4,608,130	99%	4,310,383	4,264,535	99%
Streets						
Personnel Services	753,705	712,680	95%	669,542	668,921	100%
Supplies & Materials	77,300	76,383	99%	87,895	87,570	100%
Repairs & Maint	89,400	78,482	88%	58,530	57,136	98%
Contractual Services	8,750	7,554	86%	6,868	5,046	73%
Other Designated Expenses	5,000	11,836	237%	6,138	6,136	100%
Transfers to Self-funded	26,611	26,611	100%	9,021	9,020	100%
Capital Outlay	-	1,282		-	-	
Total Expenditures	960,766	914,827	95%	837,994	833,829	100%
City Shop						
Personnel Services	78,439	65,565	84%	76,326	72,630	95%
Supplies & Materials	15,000	13,272	88%	11,725	11,521	98%
Repairs & Maint	12,500	12,651	101%	14,739	13,059	89%
Contractual Services	6,380	6,012	94%	7,380	6,260	85%
Other Designated Expenses	5,050	4,463	88%	5,194	3,779	73%
Total Expenditures	117,369	101,961	87%	115,364	107,249	93%
Sanitation						
Contractual Services	974,947	975,192	100%	950,094	949,576	100%
Other Designated Expenses	25,000	20,366	81%	29,100	27,095	93%
Total Expenditures	999,947	995,559	100%	979,194	976,671	100%
PW Admin						
Personnel Services	164,985	163,646	99%	74,269	74,147	100%
Supplies & Materials	1,800	2,663	148%	1,587	1,585	100%
Repairs & Maint	200	284	142%	124	123	99%
Contractual Services	-	974		-	-	#DIV/0!
Other Designated Expenses	850	13,479	1586%	4,524	4,523	100%
Transfers to Self-funded	-	-		-	-	#DIV/0!
Total Expenditures	167,835	181,046	108%	80,504	80,379	100%

City of Burnet, Texas
 General Fund
 Expenditures by Department/Category
 FYTD SEPTEMBER 2023

100% of year complete

	ORIGINAL BUDGET 2022-2023	ACTUAL FYTD SEP 2023	% OF BUDGET	PY BUDGET 2021-2022	PY ACTUAL FYTD SEP 2022	% OF BUDGET
EXPENDITURES (Less transfers to capital/other):						
Parks						
Personnel Services	589,046	537,750	91%	493,781	474,286	96%
Supplies & Materials	79,000	75,803	96%	80,291	80,145	100%
Repairs & Maint	101,650	95,885	94%	96,571	95,785	99%
Contractual Services	88,650	88,791	100%	83,518	82,659	99%
Other Designated Expenses	8,500	13,208	155%	7,530	6,674	89%
Capital Outlay	-	1,282	-	-	-	-
Transfers to Self-funded	28,069	28,069	100%	26,535	26,535	100%
Total Expenditures	894,915	840,786	94%	788,226	766,083	97%
Galloway Hammond						
Repairs & Maint	5,000	17,682	354%	4,999	3,331	67%
Contractual Services	100,000	100,334	100%	100,001	100,000	100%
Capital Outlay	-	-	0%	-	-	0%
Total Expenditures	105,000	118,016	112%	105,000	103,331	98%
Development Services						
Personnel Services	187,774	160,142	85%	259,689	257,772	99%
Supplies & Materials	5,650	5,195	92%	5,023	5,020	100%
Repairs & Maint	8,261	6,855	83%	8,970	8,966	100%
Contractual Services	99,050	125,260	126%	185,983	185,980	100%
Other Designated Expenses	28,200	16,641	59%	31,145	31,125	100%
Capital Outlay	-	-	-	11,765	11,765	-
Total Expenditures	328,935	314,093	95%	502,575	500,628	100%
Engineering						
Personnel Services	273,670	262,141	96%	-	-	-
Supplies & Materials	6,200	2,313	37%	-	-	-
Repairs & Maint	6,250	2,488	40%	-	-	-
Contractual Services	11,350	4,338	38%	-	-	-
Other Designated Expenses	3,000	8,749	292%	-	-	-
Transfers to Self-funded	10,148	10,148	100%	-	-	-
Total Expenditures	310,618	290,177	93%	-	-	-
TOTAL EXPENDITURES	\$ 14,305,521	\$ 14,022,687	98%	\$ 12,907,890	\$ 12,707,338	98%

KEY EXPENDITURE VARIANCES - BUDGET vs ACTUAL (100% of Year Complete)

<i>CITY COUNCIL - Contractual Services Expenses are tracking higher than budget because they include advertising notice costs for the general election which was held in May.</i>
<i>CITY COUNCIL - Other Designated Expenses are tracking higher than budget mainly because it includes council's travel and conference expenses for both the 2022 and 2023 TML Conferences which came in higher than anticipated.</i>
<i>ADMIN - Repairs and Maintenance are tracking higher than budget mainly because of increases in software maintenance for new applicant tracking software and increases in other software licenses.</i>
<i>ADMIN - Contractual Services are tracking higher than budget mainly because increases in dues and subscriptions for social media archiving and sales tax analytics, increases in legal fees, and the early payment of audit fees for 2023 preliminary work performed in August.</i>
<i>ADMIN - Transfers to cover the golf admin allocation are tracking higher than budget because of increasing admin allocation expenses. Admin allocation expenses are based on revenues and number of employees and the golf course revenues were much higher than budgeted this year.</i>
<i>COURT - Contractual Services are tracking higher than budget because of increasing jury panel costs.</i>
<i>COURT - Other Designated Expenses are tracking higher than the budget because credit card service fees collected have increased which is consistent with the increase in collected municipal court fees and fines.</i>
<i>PD - R&M expenses are higher than budget mainly because of accident repairs. However, the City has received insurance payments to help offset the costs.</i>
<i>PD - Contractual Services expenses are tracking higher than the average mainly because the housing of prisoner's contract with the county increased significantly over last year and the budget and the county dispatching fees increased greater than we budgeted .</i>
<i>PD - Capital Outlay expenses were needed to build new dumpster enclosure which was damaged by AI Clawson. The City did receive insurance claim payments to help offset the expense.</i>
<i>FIRE - R&M Expenses are tracking higher than the average mainly because of ambulance repairs and building repairs and maintenance. FD 1 incurred water leak damages and FD 2 incurred expenses for security access setup.</i>
<i>FIRE - Other Designated Expenses are tracking higher than the original budget because of the purchase of new furniture for the fire department, new computers, and three additional sets of bunker gear.</i>
<i>FIRE - Capital Outlay was needed to add 4 additional 30amp plugs on exterior of fire station for ambulance charging.</i>
<i>STREETS - Designated Expenses include non-capital supplies which are tracking higher than budget because of the purchase of 45 8' hip barricades for \$10,125.00 mainly purchased for crowd control during public events.</i>
<i>STREETS - Capital Outlay expenses are higher than budgeted because of the purchase of an ice machine for public works.</i>
<i>PW ADMIN - Other Designated Expenses are higher than budgeted because of the purchase of ipads for public works, increases in public works employee appreciation programs and increased travel.</i>
<i>PARKS - Other Designated Expenses are tracking higher than budget mainly because of increases for employee appreciation and retirement programs.</i>
<i>GALLOWAY HAMMOND - R&M Expenses are tracking higher than expected because of several repairs which included water leak repairs, the replacement of a faulty winch on side court basketball structure, pylon sign repairs, interior painting and door replacement.</i>
<i>DEVELOPMENT SERVICES - Contractual Services Expenses are higher than expected because of an increase in city inspections mainly for commercial projects.</i>
<i>ENGINEERING - Other Designated Expenses are higher than budgeted mainly because of additional training expenses and the purchase of a new computer for EIT.</i>

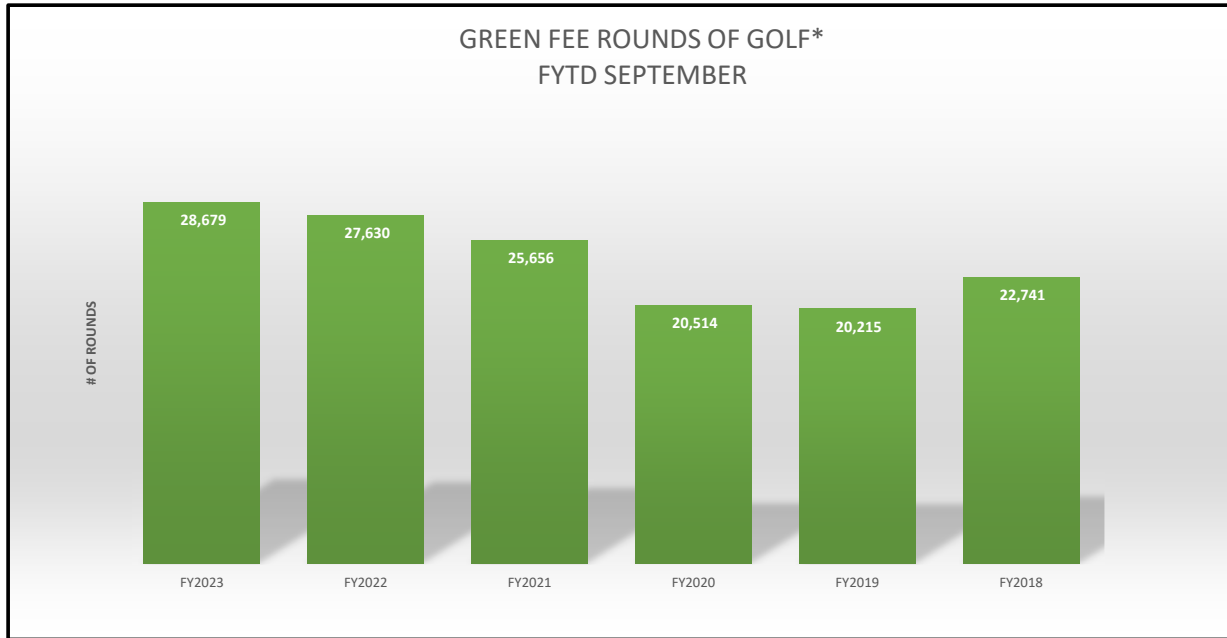
GOLF COURSE FUND DASHBOARD

FYTD SEPTEMBER 2023

CURRENT RESULTS COMPARISON

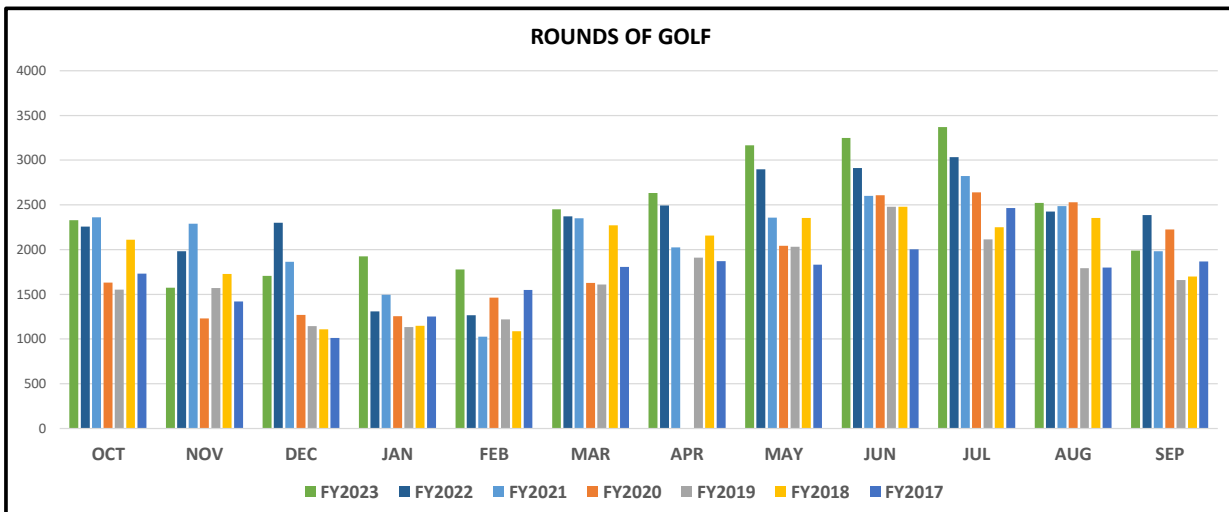
	ORIGINAL BUDGET	ACTUAL FYTD SEP 2023	% OF BUDGET	PY BUDGET 2021-2022	ACTUAL FYTD SEP 2022	% OF BUDGET
REV (net of cogs/tourn exp)	\$ 1,860,895	\$ 2,354,961	127%	\$ 1,548,673	\$ 2,009,714	130%
EXPENSES	1,787,738	1,846,260	103%	1,640,240	1,639,998	100%
PROFIT (LOSS)	\$ 73,157	\$ 508,701		\$ (91,567)	\$ 369,716	

TABLES/CHARTS



Rounds of Golf*	FYTD
2022-2023	28,679
2021-2022	27,630
OVER (UNDER)	1,049
	3.80%

*Does not include annual dues or tournament rounds played.



Notes:

April of 2020 golf course was closed for the month due to the Covid Pandemic.
 Feb of 2021 golf course was closed for 11 days because of Severe Winter Storm.

City of Burnet, Texas
 Golf Fund (Delaware Springs)
 Revenues, Expenses, and Changes in Fund Net Position - Budget and Actual (Unaudited)
 FYTD SEPTEMBER 2023

	100% of year complete			PY BUDGET 2021-2022	PY ACTUAL FYTD SEP 2022	% OF BUDGET
	AMENDED BUDGET 2022-2023	ACTUAL FYTD SEP 2023	% OF BUDGET			
Revenues						
Charges for Services:						
Green Fees/Cart Rentals	\$ 947,205	\$ 1,143,805	121%	\$ 747,600	\$ 1,039,060	139%
Member Charges	232,000	271,150	117%	224,000	240,489	107%
Net Tournament Fees	144,000	258,710	180%	138,183	178,987	130%
Driving Range	62,000	71,363	115%	53,000	64,453	122%
Net Charges for Services	1,385,205	1,745,027	126%	1,162,783	1,522,990	131%
Pro Shop Merchandise Sales (Net)	72,655	90,146	124%	51,342	83,818	163%
Snack Bar Sales (Net)	147,744	202,827	137%	127,847	178,049	139%
Transfer from GF (Admin/Use of FB)	206,845	223,210	108%	192,701	179,769	93%
Other Revenue	48,446	93,750	194%	14,000	45,090	322%
Total Revenues	1,860,895	2,354,961	127%	1,548,673	2,009,714	130%
Expenses						
Personnel Services	1,077,348	1,051,914	98%	962,009	962,001	100%
Supplies & Materials	129,550	128,583	99%	134,153	134,424	100%
Repairs & Maint	84,300	109,334	130%	94,939	94,748	100%
Contractual Services	67,600	86,116	127%	70,904	70,900	100%
Other Designated Expenses	52,750	77,757	147%	56,702	56,392	99%
Transfers to Self-funded	169,345	169,345	100%	153,588	153,588	100%
Admin Allocation	206,845	223,211	108%	167,945	167,945	100%
Total Expenses	1,787,738	1,846,260	103%	1,640,240	1,639,998	100%
Change in Net Position	73,157	508,701		(91,567)	369,716	
Operating Subsidy from General Fund	-	-		91,567	-	
Net Position	73,157	508,701		-	369,716	
Green Fee Rounds		28,679			27,630	
Green Fee Rev Per Round	\$	39.88		\$	37.61	

KEY VARIANCES - BUDGET vs ACTUAL (100% of Year Complete)

Revenues

- The Golf Course is seeing an increase in the average green fee revenue per round and in the number of green fee rounds played this year which is increasing green fee and cart rental revenues, pro shop sales, snack bar sales, and driving range sales.
- The majority of Member Charges which include pre-paid green fees, trail fees, annual cart rental and storage are collected in October and April of each year. Per Tony Nash, the course is seeing an increase in annual members this year over last year.
- Net Tournament Fees have increased due to additional tournaments and increased tournament rates.
- Transfer from General Fund (GF) is used to offset the admin allocation.
- Other revenues are tracking above the budget for the year because of increases in interest income, increases in Ghin fees, increases in credit card fees consistent with revenue and because of chemical and fertilizer rebates received from the Early Order Program (EOP).

Expenses

- R&M Expenses are tracking higher than budget because of irrigation repairs, kitchen equipment repairs, cart barn repairs including new roll up door and increasing cart repairs.
- Contractual Services are tracking higher than budget mainly because of increases in utilities, membership fees and professional services. The golf course contracted to aerate the greens this year and paid for tree removal.
- Other designated expenses include credit card service fees which are tracking higher than budget because of the increase in revenues. In addition, it includes increases for new kitchen equipment (prep table, beverage machine, stainless cabinets and shelving)
- Admin allocation is offset by the Transfer from GF, therefore, net impact to the bottom line is 0.

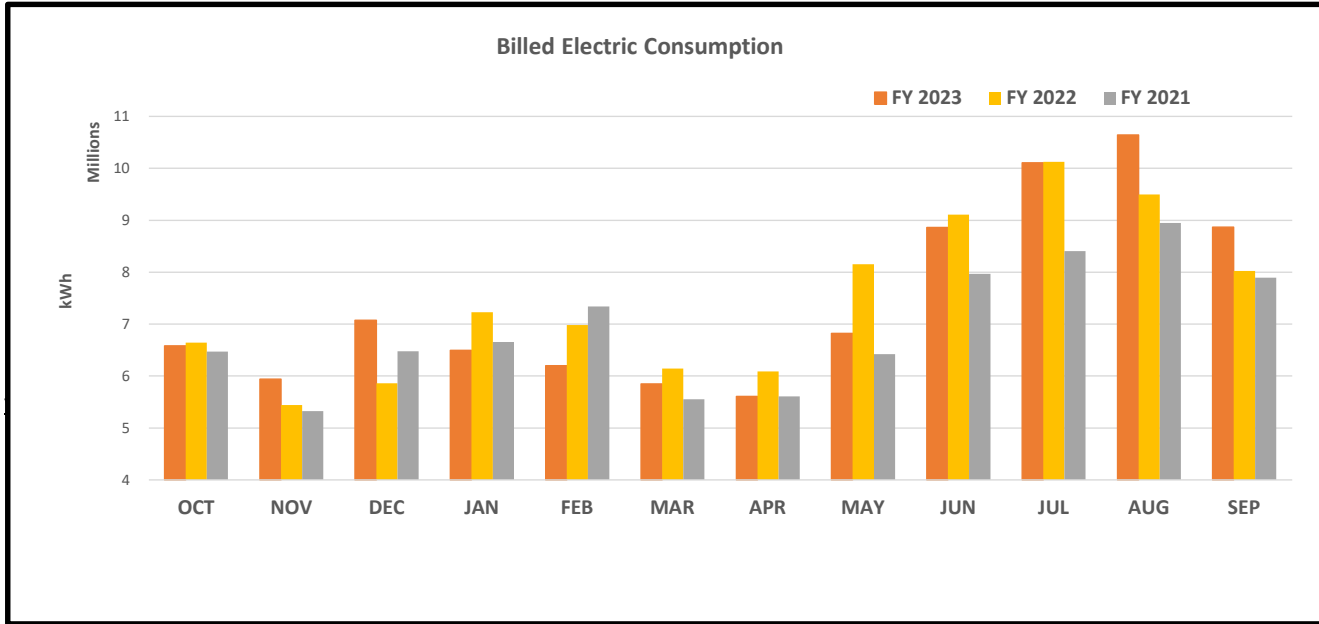
ELECTRIC FUND DASHBOARD

FYTD SEPTEMBER 2023

CURRENT RESULTS COMPARISON

	ORIGINAL BUDGET	ACTUAL FYTD SEP 2023	% OF BUDGET	PY BUDGET 2021-2022	ACTUAL FYTD SEP 2022	% OF BUDGET
REV (net of cogs)	\$ 4,119,298	\$ 4,380,574	106%	\$ 4,059,144	\$ 4,371,926	108%
EXPENSES	3,816,446	3,828,241	100%	3,766,501	3,702,000	98%
PROFIT (LOSS)	\$ 302,852	\$ 552,333		\$ 292,643	\$ 669,925	

TABLES/CHARTS



FYTD 2023	89,046,685
FYTD 2022	89,296,918
ytd variance	<u>(250,233)</u>
% variance	<u>-0.28%</u>

City of Burnet, Texas
 Electric Fund
 Revenues, Expenses, and Changes in Fund Net Position - Budget and Actual (Unaudited)
 FYTD SEPTEMBER 2023

	100% of year complete			PY BUDGET 2021-2022		
	ORIGINAL BUDGET 2022-2023	ACTUAL FYTD SEP 2023	% OF BUDGET	PY BUDGET 2021-2022	PY ACTUAL FYTD SEP 2022	% OF BUDGET
REVENUES						
Electric Sales	\$ 9,090,778	\$ 9,950,463		\$ 9,000,000	\$ 9,695,482	
Less Cost of Power	5,237,806	5,867,362		5,166,000	5,604,234	
Net Electric Sales	3,852,972	4,083,101	106%	3,834,000	4,091,248	107%
Penalties	87,766	90,469	103%	85,000	100,370	118%
Pole Rental	48,400	48,631	100%	47,000	48,397	103%
Credit Card Convenience Fees	52,660	54,100	103%	45,144	43,298	
Other Revenue	47,500	74,274	156%	48,000	88,613	185%
Transfer from Hotel/Motel Fund	30,000	30,000	100%		-	
Use of Fund Balance	-	-		141,070	141,070	100%
Total Revenue	\$ 4,119,298	\$ 4,380,574	106%	\$ 4,200,214	\$ 4,512,996	107%
<i>Total Revenue less fund balance</i>	<i>\$ 4,119,298</i>	<i>\$ 4,380,574</i>	<i>106%</i>	<i>\$ 4,059,144</i>	<i>\$ 4,371,926</i>	<i>108%</i>
EXPENSES						
Personnel Services	945,807	931,859	99%	942,504	892,919	95%
Supplies & Materials	77,100	51,579	67%	61,112	60,941	100%
Repairs & Maint	191,000	132,468	69%	115,578	115,302	100%
Contractual Services	158,400	152,057	96%	155,276	154,307	99%
Other Designated Expenses	89,050	83,951	94%	86,135	79,636	92%
Capital Outlay *	55,000	73,870	134%	85,756	78,781	92%
Transfers to Debt Service	53,000	53,000	100%	49,350	49,350	100%
Transfers to Self-funded	25,418	25,418	100%	19,780	19,780	100%
Return on Investment	1,678,174	1,780,962	106%	1,784,951	1,784,950	100%
Admin Allocation	432,742	434,256	100%	419,129	419,128	100%
Shop Allocation	29,342	25,490	87%	26,835	26,812	100%
PW Admin Allocation	50,351	54,314	108%	20,095	20,095	
Engineering Allocation	31,062	29,018	93%	-	-	
Transfer to Capital	-	-		141,071	141,070	100%
Total Expenses	\$ 3,816,446	\$ 3,828,241	100%	\$ 3,907,572	\$ 3,843,070	98%
<i>Total Expenses less xfers to capital and other uses of fund balance</i>	<i>\$ 3,816,446</i>	<i>\$ 3,828,241</i>	<i>100%</i>	<i>\$ 3,766,501</i>	<i>\$ 3,702,000</i>	<i>98%</i>
Change in Net Position	\$ 302,852	\$ 552,333		\$ 292,642	\$ 669,925	

KEY VARIANCES - BUDGET vs ACTUAL (100% of Year Complete)

Revenues

- Net electric sales were higher than budgeted because consumption was higher than budgeted.
- Other revenues are tracking higher than budget because of insurance claim payments and increasing interest revenue.

Expenses

- Capital Outlay Expenses include Christmas decorations and distribution costs. Christmas decoration expenses are being offset by a transfer from Hotel Motel fund.
- ROI expense is based on consumption. The increase in ROI is consistent with increasing consumption.
- Increase in PW Admin Allocation is consistent with increases in PW admin expenses (see general fund detail by department).

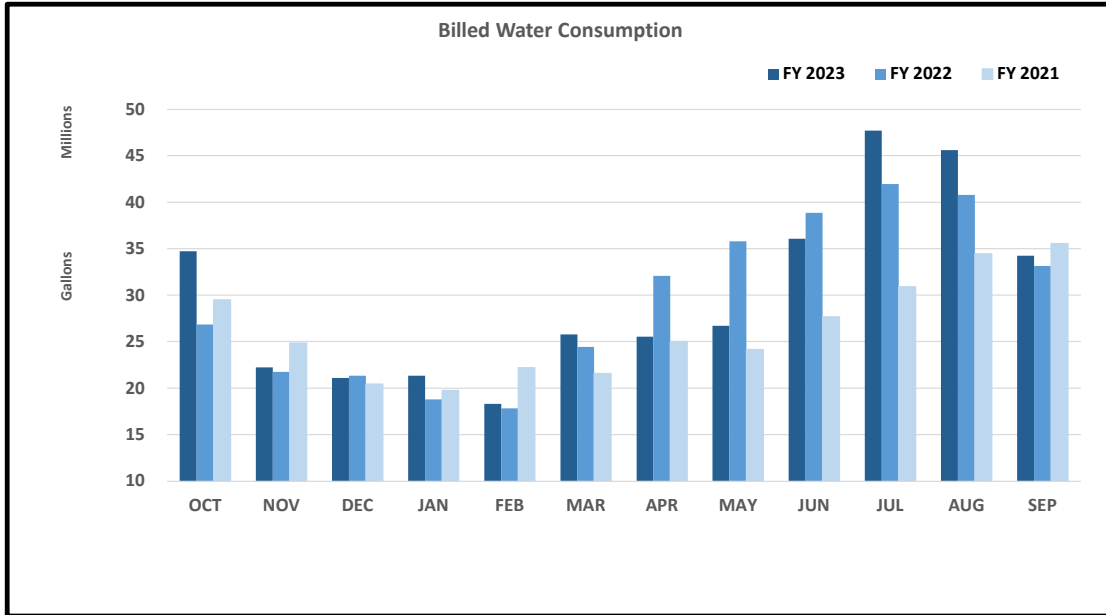
WATER/WW FUND DASHBOARD

FYTD SEPTEMBER 2023

CURRENT RESULTS COMPARISON

	ORIGINAL	ACTUAL	% OF	PY BUDGET	ACTUAL	% OF
	BUDGET	FYTD SEP 2023	BUDGET	2021-2022	FYTD SEP 2022	BUDGET
REV	\$ 4,624,417	\$ 4,840,160	105%	\$ 4,555,420	\$ 4,843,113	106%
EXPENSES	4,330,936	4,335,970	100%	4,096,025	4,004,120	98%
PROFIT (LOSS)	\$ 293,481	\$ 504,190		\$ 459,395	\$ 838,993	

TABLES/CHARTS



Billed Consumption in gallons:

FYTD 2023	359,294,167
FYTD 2022	353,513,915
Variance	5,780,252
% variance	1.64%

City of Burnet, Texas
Water/Wastewater Fund
Revenues, Expenses, and Changes in Fund Net Position - Budget and Actual (Unaudited)
FYTD SEPTEMBER 2023

	100% of year complete			PY BUDGET 2021-2022	PY ACTUAL FYTD SEP 2022	% OF BUDGET
	ORIGINAL BUDGET 2022-2023	ACTUAL FYTD SEP 2023	% OF BUDGET			
REVENUE						
Water Sales	\$ 2,482,303	\$ 2,656,177	107%	\$ 2,400,000	\$ 2,633,114	110%
Wastewater Sales	1,932,000	1,971,802	102%	1,920,000	1,913,388	100%
Penalties	45,072	44,996	100%	46,000	47,756	104%
Water/Sewer Connects	37,000	23,750	64%	30,000	41,727	139%
Credit Card Convenience Fees	25,042	29,134	116%	19,920	22,722	
Other Revenue	28,000	114,302	408%	9,500	54,407	573%
Use Impact Fees	75,000	-	0%	130,000	130,000	100%
Use of Fund Balance	1,135,000	-	0%	1,135,000	681,838	60%
Total Revenue	\$ 5,759,417	\$ 4,840,160	84%	\$ 5,690,420	\$ 5,524,951	97%
<i>Total Revenue less fund balance</i>	<i>\$ 4,624,417</i>	<i>\$ 4,840,160</i>	<i>105%</i>	<i>\$ 4,555,420</i>	<i>\$ 4,843,113</i>	<i>106%</i>
EXPENSES						
Personnel Services	1,410,682	1,287,358	91%	\$ 1,328,086	1,180,080	89%
Supplies & Materials	190,300	236,593	124%	171,550	185,804	108%
Repairs & Maint	383,750	340,170	89%	407,750	398,365	98%
Contractual Services	300,050	314,776	105%	316,680	325,125	103%
Cost of Water	70,000	78,610	112%	70,000	69,063	99%
Other Designated Expenses	98,542	92,971	94%	105,474	120,664	114%
Transfers to Debt Service	930,125	930,125	100%	944,764	945,414	100%
Transfers to Self-funded	51,512	51,512	100%	73,692	73,692	100%
In Lieu of Taxes	363,953	387,213	106%	354,034	377,049	107%
Admin Allocation	305,298	303,030	99%	289,227	260,555	90%
Shop Allocation	29,342	25,490	87%	28,768	26,812	93%
PW Admin Allocation	67,134	72,418	108%	-	20,095	
Engineering Allocation	124,248	116,071	93%		21,403	
Capital Outlay	6,000	99,633	1661%	6,000	-	0%
Transfer to Capital	1,135,000	-	0%	1,135,000	681,838	60%
Total Expenses	\$ 5,465,936	\$ 4,335,970	79%	\$ 5,231,025	\$ 4,685,958	90%
<i>Total Expenses less Transfers to Capital and other uses of fund balance</i>	<i>\$ 4,330,936</i>	<i>\$ 4,335,970</i>	<i>100%</i>	<i>\$ 4,096,025</i>	<i>\$ 4,004,120</i>	<i>98%</i>
Change in Net Position	\$ 293,481	\$ 504,190		\$ 459,395	\$ 838,993	

KEY VARIANCES - BUDGET vs ACTUAL 100% of Year Complete)

Revenues

-Other Revenues are tracking higher than expected because of increased bulk potable water sales at public works, increased interest income, and the receipt of insurance claim payments.

Expenses

-Supplies and Materials are tracking higher than budget mainly because of increasing chemical costs and purchases.

-Contractual Services are tracking higher than average mainly because of increasing utility costs at the water and sewer plant.

-Increase in Cost of Water is consistent with increase in water sales.

-In Lieu of taxes is based on revenue. Increase is consistent with increase in both water and sewer revenues.

- Increase in PW Admin Allocation is consistent with increases in PW admin expenses (see general fund detail by department).

-Capital Outlay is tracking higher than the budget mainly because of the replacement of a reuse pond pump for approximately \$20K, replacement of the UV light at the sewer plant for approximately \$25K, and replacement of pump motor at Inks Lake pump station for \$32,600

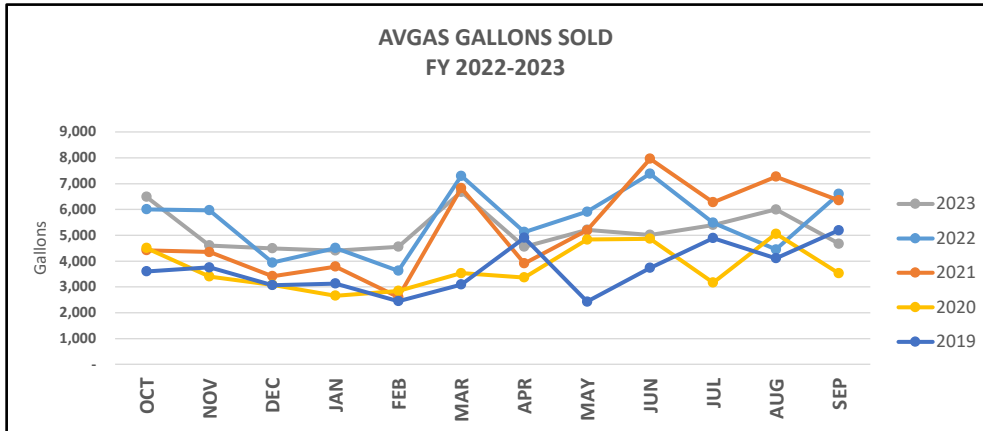
AIRPORT FUND DASHBOARD

FYTD SEPTEMBER 2023

CURRENT RESULTS COMPARISON

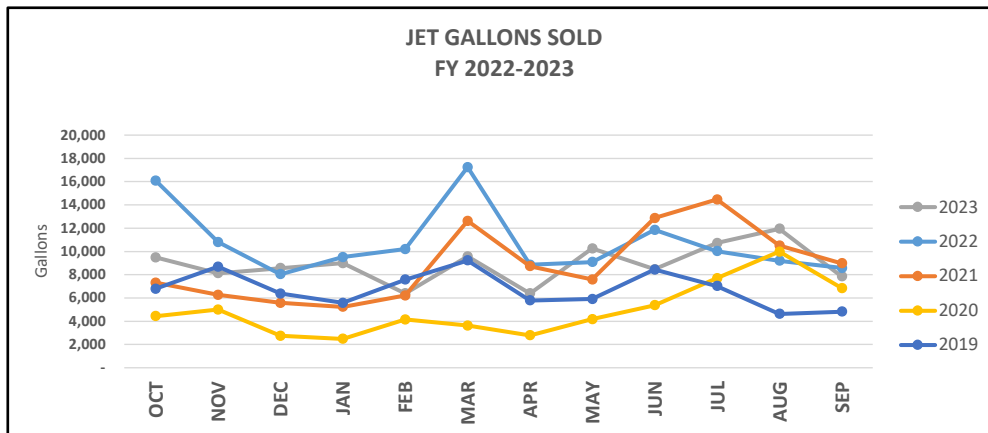
	AMENDED BUDGET	ACTUAL FYTD SEP 2023	% OF BUDGET	PY BUDGET 2021-2022	ACTUAL FYTD SEP 2022	% OF BUDGET
REV (net of cogs)	\$ 339,381	\$ 370,771	109%	\$ 428,729	\$ 534,011	125%
EXPENSES	258,228	252,691	98%	376,818	354,505	94%
PROFIT (LOSS)	\$ 81,153	\$ 118,080		\$ 51,911	\$ 179,506	

TABLES/CHARTS



Avgas Gallons Sold:

FYTD 2023	62,090
FYTD 2022	66,315
Increase(decrease)	(4,225)
	-6.37%



Jet Gallons Sold:

FYTD 2023	106,809
FYTD 2022	129,503
Increase(decrease)	(22,695)
	-17.52%

City of Burnet, Texas
 Airport Fund
 Revenues, Expenses, and Changes in Fund Net Position - Budget and Actual (Unaudited)
 FYTD SEPTEMBER 2023

	100% of year complete			PY BUDGET 2021-2022	PY ACTUAL FYTD SEP 2022	% OF BUDGET
	AMENDED ANNUAL BUDGET 2022-2023	ACTUAL FYTD SEP 2023	% OF BUDGET			
REVENUE						
Av Gas Sales	\$ 89,525	\$ 89,527		\$ 354,000	\$ 370,717	
Av Gas Purchases	71,575	71,574		295,750	295,565	
Net Sales	17,950	17,953	100%	58,250	75,152	129%
Jet Gas Sales	156,010	156,012		612,000	685,172	
Jet Gas Purchases	102,775	102,772		446,850	446,624	
Net Sales	53,235	53,240	100%	165,150	238,548	144%
Avgas Flowage Fees	3,140	3,228	103%	450	-	0%
Jet Flowage Fees	11,122	16,650	150%			
Penalties	-	-			425	
All Hangar Lease	153,600	149,368	97%	125,000	132,406	106%
CAF Admissions	5,066	5,585	110%	5,066	5,319	105%
McBride Lease	48,748	50,929	104%	45,893	46,015	100%
Thru the Fence Lease	12,020	12,312	102%	12,020	12,312	102%
Airport Parking Permit	5,000	3,805	76%	2,000	1,055	53%
Hangar Lease - FBO	18,755	17,556	94%	14,400	10,800	75%
Interest Earned	10,745	38,789	361%	500	11,471	2294%
Other	-	1,356		-	510	
Use of Fund Balance	61,863	61,863	100%	493,069	242,081	49%
Total Revenue	\$ 401,244	\$ 432,634	108%	\$ 921,798	\$ 776,093	84%
<i>Total Revenue less fund balance</i>	<i>\$ 339,381</i>	<i>\$ 370,771</i>	<i>109%</i>	<i>\$ 428,729</i>	<i>\$ 534,011</i>	<i>125%</i>
EXPENSES						
Personnel Services	\$ 100,502	\$ 100,263	100%	\$ 98,372	\$ 96,986	99%
Supplies & Materials	3,000	1,897	63%	4,000	3,698	92%
Repairs & Maint	3,675	3,799	103%	6,337	6,336	100%
Contractual Services	64,750	67,317	104%	130,722	119,752	92%
Other Designated Expenses	46,527	43,315	93%	51,011	41,357	81%
Transfers to Debt Service	61,863	61,863	100%	58,069	58,069	100%
Admin Allocation	31,874	28,200	88%	55,176	55,176	100%
Av fuel truck lease	3,350	3,350	100%	13,000	13,000	100%
Jet fuel truck lease	4,550	4,550	100%	18,200	18,200	100%
Transfers to Capital	-	-		435,000	184,012	42%
Total Expenses	\$ 320,091	\$ 314,554	98%	\$ 869,887	\$ 596,586	69%
<i>Total Exp - xfers to capital and debt svc.</i>	<i>\$ 258,228</i>	<i>\$ 252,691</i>	<i>98%</i>	<i>\$ 376,818</i>	<i>\$ 354,505</i>	<i>94%</i>
Change in Net Position	\$ 81,153	\$ 118,080		\$ 51,911	\$ 179,506	

NOTE

Original budget was based on the new FBO contract going into effect October 1st. However, the new FBO contract did not go into effect until January 1, 2023. Therefore, staff amended the budget to match the contracts in place.

Under the new FBO contract:

- Net fuel sales are replaced by flowage fees.
- Fuel truck lease expenses are assumed by the FBO.
- FBO contract payments which were \$18,000 per month under the Interim FBO contract will be \$0 under the new FBO contract.

Notes:

REVENUES:

- Because the airport was operated under the interim contract for the 1st quarter, the airport had fuel sales and related expenses but no flowage fee revenues for that period.
- Interest revenue has increased significantly over last year.

EXPENSES:

- Because the airport was operated under the interim FBO contract for the 1st quarter, the airport incurred "cost of fuel sold" expenses, fuel truck lease expenses, credit card service fees, FBO contract payments of \$18,000 from Oct - Dec, and increased admin allocation expenses for the period which were not included in the original budget but has since been amended.
- Designated expenses include the annual insurance payment for the airport.

City of Burnet, Texas
Other Funds
Revenues, Expenses, and Changes in Fund Net Position - Budget and Actual (Unaudited)
FYTD SEPTEMBER 2023

	AMENDED BUDGET 2022-2023	ACTUAL FYTD SEP 2023	% OF BUDGET	PY BUDGET 2021-2022	PY ACTUAL FYTD SEP 2022	% OF BUDGET
HOTEL/MOTEL FUND						
Revenues	\$ 371,900	\$ 314,207	84%	\$ 171,281	\$ 222,873	130%
Expenses	363,795	299,071	82%	172,465	150,557	87%
Net Profit (Loss)	<u>\$ 8,105</u>	<u>\$ 15,136</u>		<u>\$ (1,184)</u>	<u>\$ 72,316</u>	
BEDC						
Revenues	\$ 5,705,333	\$ 1,874,800	33%	\$ 4,009,417	\$ 1,966,619	49%
Expenses	5,412,497	1,168,691	22%	3,795,481	1,480,228	39%
Net Profit (Loss)	<u>\$ 292,836</u>	<u>\$ 706,109</u>		<u>\$ 213,936</u>	<u>\$ 486,391</u>	
SELF FUNDED EQUIPMENT FUND						
Revenues	\$ 1,791,180	\$ 1,607,344	90%	\$ 1,034,800	\$ 767,556	74%
Expenses	1,791,180	1,607,344	90%	1,034,800	443,336	43%
Net Profit (Loss)	<u>\$ -</u>	<u>\$ -</u>		<u>\$ -</u>	<u>\$ 324,219</u>	
DEBT SERVICE FUND						
Revenues	\$ 1,046,528	\$ 1,050,894	100%	\$ 1,052,683	\$ 1,053,004	100%
Expenses	1,046,328	1,047,388	100%	1,052,183	1,052,930	100%
Net Profit (Loss)	<u>\$ 200</u>	<u>\$ 3,505</u>		<u>\$ 500</u>	<u>\$ 74</u>	
INTEREST & SINKING DEBT FUND						
Revenues	\$ 796,782	\$ 806,748	101%	\$ 490,178	\$ 538,655	110%
Expenses	796,582	785,187	99%	489,978	489,978	100%
Net Profit (Loss)	<u>\$ 200</u>	<u>\$ 21,561</u>		<u>\$ 200</u>	<u>\$ 48,677</u>	

City of Burnet, Texas
Cash and Investment Accounts
FYTD SEPTEMBER 2023

Acct #	Bank	Account Name	Account Type	Balance as of SEPTEMBER 2023
Unrestricted Accounts				
984/2410	FSB	Operating Cash	Checking	\$ 2,658,660.31
		Add or Subtract Claim on Cash for Airport		(9,600.95)
2329	FSB	Golf Course Petty Cash	Checking	445.20
2711100002	TexPool	Operating Reserve	Investment	4,091,588.78
Total Unrestricted				\$ 6,741,093.34

<i>75 Day Reserve Requirement</i>	3,873,000.00
<i>Unrestricted Cash over 75 day reserve</i>	\$ 2,868,093.34
<i>90 Day Reserve Requirement</i>	4,647,000.00
<i>Unrestricted Cash over 90 day reserve</i>	\$ 2,094,093.34

Restricted by Council				
2711100011	TexPool	Capital Equipment Reserve	Investment	\$ 86,585.13
2188	FSB	Self Funded Equipment	M/M	106,002.01
2711100014	TexPool	Self Funded Equipment Reserve	Investment	547,842.83
2711100021	TexPool	YMCA/GHRC Capital Improvement	Investment	104,651.00
2711100029	TexPool	YMCA Land Sale Proceeds	Investment	114,157.45
2711100022	TexPool	Electric Capital Improvement	Investment	305,595.10
2711100020	TexPool	Street Rehab/Replacement Reserve	Investment	418,570.53
2711100023	TexPool	Water/WW Improvement	Investment	104,651.00
2711100018	TexPool	Golf Course Ops Reserve	Investment	639,047.23
2711100019	TexPool	Golf Course Capital Improvement Reserve	Investment	85,285.53
2711100031	TexPool	City Hall Reserve	Investment	1,634,702.52
Total Restricted by Council Action				\$ 4,147,090.33

City of Burnet, Texas
Cash and Investment Accounts
FYTD SEPTEMBER 2023

Restricted by Purpose or Law

Acct #	Bank	Account Name	Account Type	Balance as of SEPTEMBER 2023
1453	FSB	Bond Reserve	M/M	\$ 429,275.15
2402	FSB	Hotel Motel	M/M	60,721.01
2711100005	TexPool	Hotel Motel	Investment	54,712.22
2485	FSB	PD Seizure	M/M	122.71
2711100027	TexPool	Municipal Court Special Revenue	Investment	95,069.35
2711100025	TexPool	Impact Fees - Water	Investment	495,616.92
2543	FSB	Airport Reserve	M/M	-
		Add or Subtract Airport Claim on Cash		9,600.95
2711100009	TexPool	Airport Reserve	Investment	893,659.36
2711100030	TexPool	Airport Bond Proceeds	Investment	1,053,654.14
2576	FSB	Interest & Sinking Acct	M/M	143,225.68
2711100026	TexPool	Impact Fees - Wastewater	Investment	62,922.65
2592	FSB	BEDC	Super NOW	182,463.84
2711100010	TexPool	BEDC	Investment	1,901,340.23
70516	FSB	BEDC Commercial Park Project	M/M	128,415.48
2675	FSB	Police Department Explorer Program	M/M	6,214.01
2691	FSB	Fire Department Explorer Program	M/M	3,513.31
2711100028	TexPool	Franchise Fee Account	Investment	149,253.21
3053	FSB	Parks Fund	M/M	29,710.47
58776	FSB	Fire Dept. Community Acct	M/M	13,876.27
2711100007	TexPool	TWDB	Investment	1,254.99
2711100006	TexPool	TWDB	Investment	1,102.17
143033000	US Bank	City of Burnet, Texas Combination Tax and Surplus	Investment	3,351.00
82-020-01-0	Bank of	City of Burnet 2012 TWDB Escrow	Investment	21,100.60
2711100017	TexPool	2021 CO - City Hall	Investment	4,884,730.08
62315	FSB	BEDC Bond Fund	Checking	34,055.13
2711100024	TexPool	Street Bond Reserve	Investment	3,042,396.31
Total Restricted Cash				\$ 13,701,357.24
Total All Cash				\$ 24,589,540.91

ACCOUNT NUMBER	INVESTMENT TYPE	DESCRIPT/LOC	MATURITY	BEGINNING BALANCES 07/01/2023	QUARTERLY ACTIVITY	INTEREST EARNINGS	ENDING BALANCE 09/30/2023	BEGINNING MARKET 04/01/2023	ENDING MARKET 06/30/2023	CHANGE IN MARKET VALUE	AVG YIELD
984 & 2410	OPERATING	FIRST STATE BANK	na	\$ 2,339,312.88	\$ 296,748.19	\$ 22,599.24	\$ 2,658,660.31	na	na	na	0.0359
1453	DEBT SERVICE	FIRST STATE BANK	na	420,347.47	5,652.95	3,274.73	429,275.15	na	na	na	0.0306
2188	SELF FUNDED ACCT	FIRST STATE BANK	na	27,317.88	78,188.33	495.80	106,002.01	na	na	na	0.0295
2329	GOLF COURSE PETTY CASH	FIRST STATE BANK	na	623.74	(178.54)	-	445.20	na	na	na	-
2402	HOTEL/MOTEL	FIRST STATE BANK	na	65,414.66	(5,321.75)	628.10	60,721.01	na	na	na	0.0395
2485	PD SEIZURE	FIRST STATE BANK	na	121.58	(0.00)	1.13	122.71	na	na	na	0.0367
2576	I & S SINKING FUND	FIRST STATE BANK	na	756,623.75	(616,774.44)	3,376.37	143,225.68	na	na	na	0.0298
2592	BEDC	FIRST STATE BANK	na	181,316.71	(977.76)	2,124.89	182,463.84	na	na	na	0.0463
2675	PD EXPLORER PROGRAM	FIRST STATE BANK	na	6,156.90	0.00	57.11	6,214.01	na	na	na	0.0366
2691	FD EXPLORER PROGRAM	FIRST STATE BANK	na	3,481.02	-	32.29	3,513.31	na	na	na	0.0366
3053	PARKS FUND	FIRST STATE BANK	na	29,188.92	250.00	271.55	29,710.47	na	na	na	0.0366
58776	FD COMMUNITY FUND	FIRST STATE BANK	na	13,851.27	25.00	-	13,876.27	na	na	na	-
62315	BEDC BOND FUND	FIRST STATE BANK	na	137,433.52	(103,727.08)	348.69	34,055.13	na	na	na	0.0161
70516	281 COMM PARK PROJECT	FIRST STATE BANK	na	150,686.29	(23,532.83)	1,262.02	128,415.48	na	na	na	0.0359
	SUBTOTAL - FIRST STATE BANK			\$ 4,131,876.59	\$ (369,647.93)	\$ 34,471.92	\$ 3,796,700.58	\$ -	\$ -	\$ -	0.0345

2711100002	GF RESERVE	TEXPOOL	na	\$ 4,287,232.48	\$ (250,000.00)	\$ 54,356.30	\$ 4,091,588.78	\$ 4,287,232.48	\$ 4,091,588.78	\$ (195,643.70)	0.0515
2711100005	HOT	TEXPOOL	na	203,578.33	(150,000.00)	1,133.89	54,712.22	203,578.33	54,712.22	(148,866.11)	0.0348
2711100006	TWDB	TEXPOOL	na	1,087.71	0.00	14.46	1,102.17	1,087.71	1,102.17	14.46	0.0524
2711100007	TWDB	TEXPOOL	na	1,238.69	(0.00)	16.30	1,254.99	1,238.69	1,254.99	16.30	0.0519
2711100009	AIRPORT*	TEXPOOL	na	850,137.16	32,000.00	11,522.20	893,659.36	850,137.16	893,659.36	43,522.20	0.0524
2711100010	BEDC RESERVE	TEXPOOL	na	1,477,513.91	400,000.00	23,826.32	1,901,340.23	1,477,513.91	1,901,340.23	423,826.32	0.0560
2711100011	CAPITAL EQUIPMENT RESERVE	TEXPOOL	na	84,420.52	(750.00)	2,914.61	86,585.13	84,420.52	86,585.13	2,164.61	0.1352
2711100014	SELF FUNDED EQUIPMENT	TEXPOOL	na	540,657.71	-	7,185.12	547,842.83	540,657.71	547,842.83	7,185.12	0.05
2711100017	2021 CO - CITY HALL	TEXPOOL	na	4,830,644.43	(10,049.50)	64,135.15	4,884,730.08	4,830,644.43	4,884,730.08	54,085.65	0.05
2711100018	GOLF COURSE OPS RESERVE	TEXPOOL	na	630,665.95	0.00	8,381.28	639,047.23	630,665.95	639,047.23	8,381.28	0.0524
2711100019	GOLF COURSE CAPITAL RESERVE	TEXPOOL	na	275,752.92	(194,075.01)	3,607.62	85,285.53	275,752.92	85,285.53	(190,467.39)	0.0793
2711100020	STREET REHAB/REPLACE RESERVE	TEXPOOL	na	413,080.85	0.00	5,489.68	418,570.53	413,080.85	418,570.53	5,489.68	0.0524
2711100021	YMCA/GHRC CAPITAL RESERVE	TEXPOOL	na	103,278.40	0.00	1,372.60	104,651.00	103,278.40	104,651.00	1,372.60	0.0524
2711100022	ELECTRIC CAPITAL IMPROVEMENT	TEXPOOL	na	413,113.14	(112,975.00)	5,456.96	305,595.10	413,113.14	305,595.10	(107,518.04)	0.0602
2711100023	WATER/WW CAPITAL IMPRVMT	TEXPOOL	na	103,278.40	0.00	1,372.60	104,651.00	103,278.40	104,651.00	1,372.60	0.0524
2711100024	STREET BOND RESERVE	TEXPOOL	na	3,913,520.62	(917,070.94)	45,946.63	3,042,396.31	3,913,520.62	3,042,396.31	(871,124.31)	0.0524
2711100025	WATER IMPACT FEE	TEXPOOL	na	477,279.70	11,929.50	6,407.72	495,616.92	477,279.70	495,616.92	18,337.22	0.0523
2711100026	WASTWATER IMPACT FEE	TEXPOOL	na	49,294.33	12,903.00	725.32	62,922.65	49,294.33	62,922.65	13,628.32	0.0513
2711100027	COURT SPECIAL REVENUE	TEXPOOL	na	89,863.22	3,980.68	1,225.45	95,069.35	89,863.22	95,069.35	5,206.13	0.0526
2711100028	FRANCHISE FEE	TEXPOOL	na	143,348.58	3,977.42	1,927.21	149,253.21	131,999.41	149,253.21	17,253.80	0.0523
2711100029	YMCA LAND SALE PROCEEDS	TEXPOOL	na	112,660.30	(0.00)	1,497.15	114,157.45	112,660.30	114,157.45	1,497.15	0.0524
2711100030	AIRPORT BOND PROCEEDS*	TEXPOOL	na	1,039,835.15	(0.00)	13,818.99	1,053,654.14	-	1,053,654.14	1,053,654.14	0.0524
2711100031	CITY HALL RESERVE	TEXPOOL	na	1,613,262.93	0.00	21,439.59	1,634,702.52	-	1,634,702.52	1,634,702.52	0.0524
	SUBTOTAL - TEXPOOL			\$ 21,654,745.43	\$ (1,170,129.85)	\$ 283,773.15	\$ 20,768,388.73	\$ 18,990,298.18	\$ 20,768,388.73	\$ 1,778,090.55	0.0531

143033000	US BANK LOAN		na	\$ 3,308.50	\$ -	\$ 42.50	\$ 3,351.00	\$ 3,308.50	\$ 3,351.00	\$ 42.50	0.0506
82-0220-01-0	BANK OF TEXAS - TWDB #2		na	20,842.20	(0.00)	258.40	21,100.60	20,842.20	21,100.60	258.40	0.0489
	SUBTOTAL - OTHERS			\$ 24,150.70	\$ (0.00)	\$ 300.90	\$ 24,451.60	\$ 24,150.70	\$ 24,451.60	\$ 300.90	0.0491

	TOTALS			\$ 25,810,772.72	\$ (1,539,777.78)	\$ 318,545.97	\$ 24,589,540.91	\$ 19,014,448.88	\$ 20,792,840.33	\$ 1,778,391.45	0.0502
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* Airport reserves and bond proceeds were previously commingled. Opened separate account for bond proceeds during the quarter and reclassified interest income earned to date.

PERFORMANCE MEASURES:		Benchmark	Actual
Avg Yield		5.0500%	5.0204%
Benchmark=90 day T-Bill Rate (6/30/2023)			
WAM		Max 365	
Diversification:			
Other			0.10%
FSB			15.44%
TexPool		Max 100%	84.46%

Collateral Adequacy - All funds are fully collateralized and/or insured.

Statement of Compliance - All investment transactions of the City meet the requirements set forth in Chapter 2256, Texas Govt. Code, as amended and are in compliance with the City's Investment Policy.

Patricia Langford
 Patricia Langford, Finance Director

Stefani Wright
 Stefani Wright, Senior Accountant

11/7/23
 Date

City of Burnet, Texas
 Capital Projects
 FYTD SEPTEMBER 2023

GENERAL CAPITAL PROJECT FUND					REMAINING
DESCRIPTION		AMENDED BUDGET 2022-2023	FYTD SEPTEMBER ACTUAL EXPENSES	% complete	BALANCE 2022-2023
CAPITAL PROJECTS:					
HCHS MOBILE ADOPTION CONTRIBUTION	ADMIN	\$ 100,000	\$ 100,000	100%	\$ -
BEAUTIFICATION PROJECT	ADMIN	50,000	41,217	82%	8,783
SERVER UPGRADE/CAMERAS	ADMIN	75,000	50,532	67%	24,468
INCODE 10 UPGRADE - COURT	ADMIN	17,000	-	0%	17,000
COMP PLAN	ADMIN	200,000	5,030	3%	194,970
NEW CITY HALL	ADMIN	4,800,000	217,483	5%	4,582,517
TRANSFER TO BEDC (RESTROOM PROJECT AGREEMENT)	ADMIN	250,000	250,000	100%	-
PD ACCREDITATION PROGRAM	POLICE	15,000	4,616	31%	10,384
PD MONUMENT SIGN	POLICE	10,000	-	0%	10,000
PD DONATED FUNDS - GUN RANGE IMPR PROJ	POLICE	165,000	121,801	74%	43,199
PD RED DOT TRANSITION	POLICE	20,000	11,640	58%	8,360
FIRE COVID EXPENSES	FIRE	30,000	774	3%	29,226
C/O - EQUIPMENT ENGINE 3	FIRE	580,000	569,422	98%	10,578
FD DONATED FUNDS PROJECT	FIRE	50,000	29,568	59%	20,432
FIRE PROF SERVICES - TAASP PROGRAM	FIRE	12,000	17,036	142%	(5,036)
FIRE TACTICAL GEAR	FIRE	20,000	18,534	93%	1,466
FIRE CAN AM 4 WHEELERS*	FIRE	40,000	39,844	100%	156
STREET EQUIPMENT CRACK SEAL MACHINE	STREETS	125,000	99,730	80%	25,270
STREETS	STREETS	4,000,000	1,141,252	29%	2,858,748
COMMUNITY CENTER IMPROVEMENTS	PARKS	100,000	3,605	4%	96,395
DOWNTOWN RESTROOMS	PARKS	10,000	10,893	109%	(893)
PARK IMPROVEMENTS	PARKS	50,000	4,920	10%	45,080
GHRC TEEN CENTER	GHRC	20,000	20,000	100%	-
GHRC CAPITAL MAINTENANCE	GHRC	325,000	46,452	14%	278,548
TOTAL		\$ 11,064,000	\$ 2,804,349	25%	\$ 8,259,651

GOLF COURSE CAPITAL PROJECT FUND					REMAINING
DESCRIPTION		AMENDED BUDGET 2022-2023	FYTD SEPTEMBER ACTUAL EXPENSES	% complete	BALANCE 2022-2023
CAPITAL PROJECTS:					
GOLF COURSE EQUIPMENT		\$ 72,000	\$ 71,190	99%	\$ 810
GOLF COURSE FILTRATION SYSTEM		86,000	85,627	100%	373
GOLF COURSE IMPROVEMENTS		109,000	37,258	34%	71,742
		\$ 267,000	\$ 194,075	73%	\$ 72,925

ELECTRIC CAPITAL PROJECT FUND					REMAINING
DESCRIPTION		AMENDED BUDGET 2022-2023	FYTD SEPTEMBER ACTUAL EXPENSES	% complete	BALANCE 2022-2023
CAPITAL PROJECTS:					
ELECTRIC RATE STUDY		\$ 50,000	\$ -	0%	50,000
DIGGER TRUCK*		112,975	112,975	100%	-
SOFTWARE - ELSTER UPGRADES (CARRYOVER)		46,500	37,157	80%	9,343
ENTEGRIS ELECTRIC FEEDER		500,000	-	0%	500,000
SCADA/RE ClosERS (CARRYOVER)		73,000	61,800	85%	11,200
SCADA/RE ClosERS		100,000	21,160	21%	78,840
SUBDIVISION ELECTRICAL COSTS		200,000	-	0%	200,000
ELECTRIC CONDUIT CREEK FALL		100,000	35,336	35%	64,664
DEVELOPMENT PROJECTS (CARRYOVER)		370,000	142,335	38%	227,665
		\$ 1,552,475	\$ 410,763	26%	\$ 1,141,712

W/WW CAPITAL PROJECT FUND					REMAINING
DESCRIPTION		AMENDED BUDGET 2022-2023	FYTD SEPTEMBER ACTUAL EXPENSES	% complete	BALANCE 2022-2023
CAPITAL PROJECTS:					
GENERATORS - WATER FUND BAL		\$ 500,000	\$ 90,000	18%	\$ 410,000
GENERATORS - WATER IMPACT FEES		200,000	-	0%	200,000
WATER LINE OVERSIZE		155,000	-	0%	155,000
WATER SYSTEM IMPROVEMENTS		10,000	790	8%	9,210
WATER IMPR WELLS AND PUMPS		100,000	87,977	88%	12,023
WATER IMPR EAGLES NEST		200,000	8,520	4%	191,480
WATER IMPR EAST TANK		200,000	8,460	4%	191,540
WATER IMPR VALLEY ST WELL		50,000	4,245	8%	45,755
SEWER IMPROVEMENT - VFW		75,000	70,695	94%	4,305
SEWER IMPROVEMENT - RANCH LIFT STATION		150,000	8,460	6%	141,540
TRANSFER OUT WW IMPACT FEES		75,000	-	0%	75,000
		\$ 1,715,000	\$ 279,148	16%	\$ 1,435,852

City of Burnet, Texas
 Capital Projects
 FYTD SEPTEMBER 2023

AIRPORT CAPITAL PROJECT FUND				
DESCRIPTION	AMENDED BUDGET 2022-2023	FYTD SEPTEMBER ACTUAL EXPENSES	% complete	REMAINING BALANCE 2022-2023
CAPITAL PROJECTS:				
CONSULTING FEES	\$ -	\$ -		\$ -
C/O BLDG & FACILITY - JET HANGAR	965,000	19,362	2%	945,638
C/O LAND - DECEL LANE	100,000	-	0%	100,000
C/O IMPROVEMENTS	322,500	122,500	38%	200,000
RAMP GRANT	100,000	39,630	40%	60,370
	\$ 1,487,500	\$ 181,492	12%	\$ 1,306,008

TOTAL CAPITAL/OTHER PROJECTS				
	AMENDED BUDGET 2022-2023	FYTD SEPTEMBER ACTUAL EXPENSES	% complete	REMAINING BALANCE 2022-2023
TOTAL CAPITAL/OTHER PROJECTS	\$ 16,085,975	\$ 3,869,827	24%	\$ 12,216,148
TRANSFER TO CAP EQUIP RESERVES	-	-	0%	-
TOTAL CAPITAL/OTHER	\$ 16,085,975	\$ 3,869,827	24%	\$ 12,216,148

* Project budget is included in the proposed year end budget amendments.

City of Burnet Financial Report

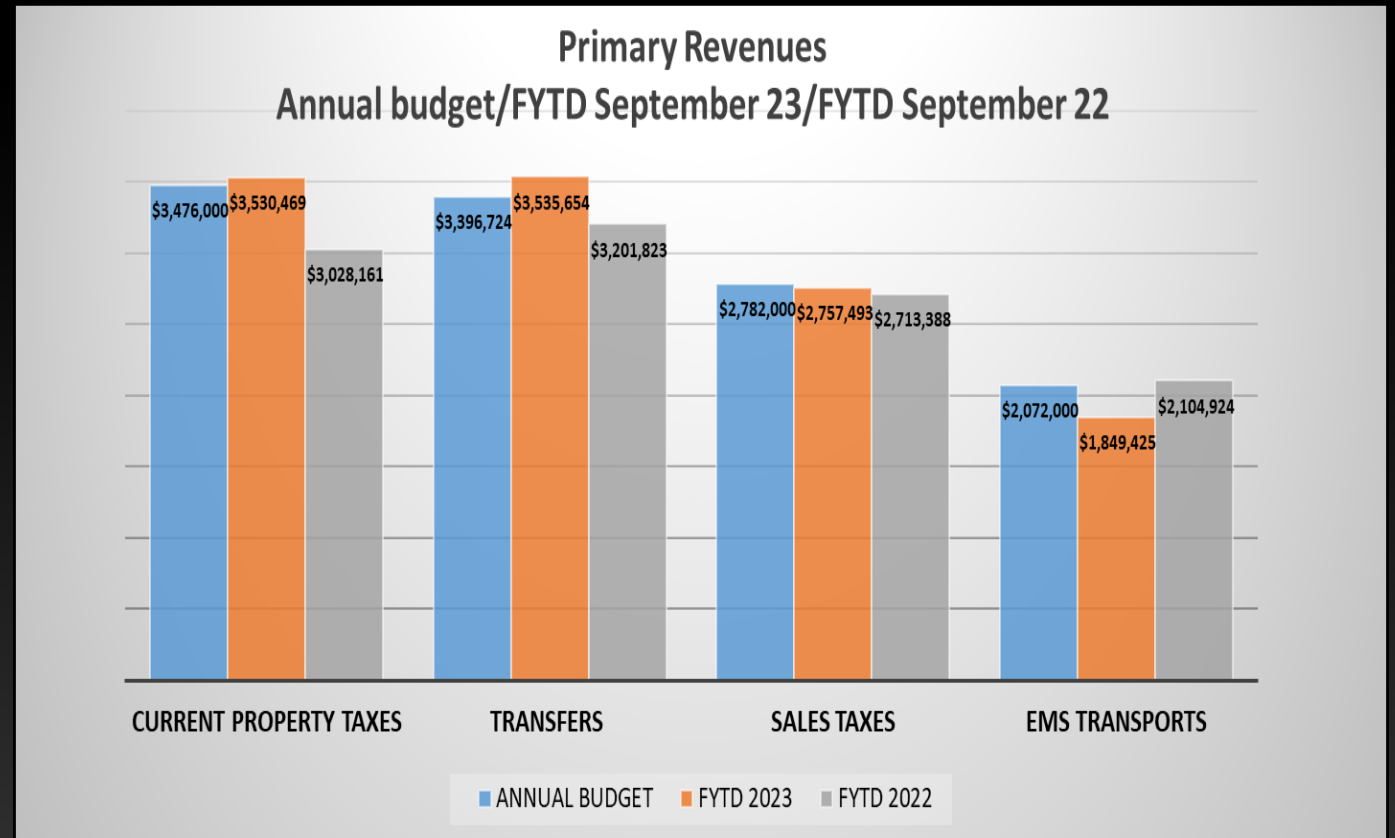
FYTD

SEPTEMBER 2023



General Fund

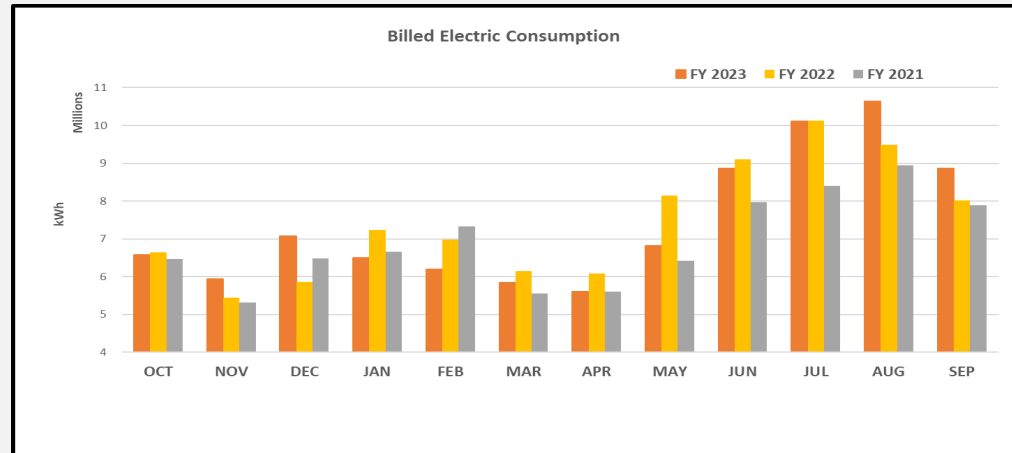
	Annual Budget	Actual FYTD Sep 2023	% of Budget
Revenues	\$14,766,308	\$15,344,852	104%
Expenditures	14,305,521	14,022,687	98%
Profit (Loss)	\$460,787	\$1,322,166	



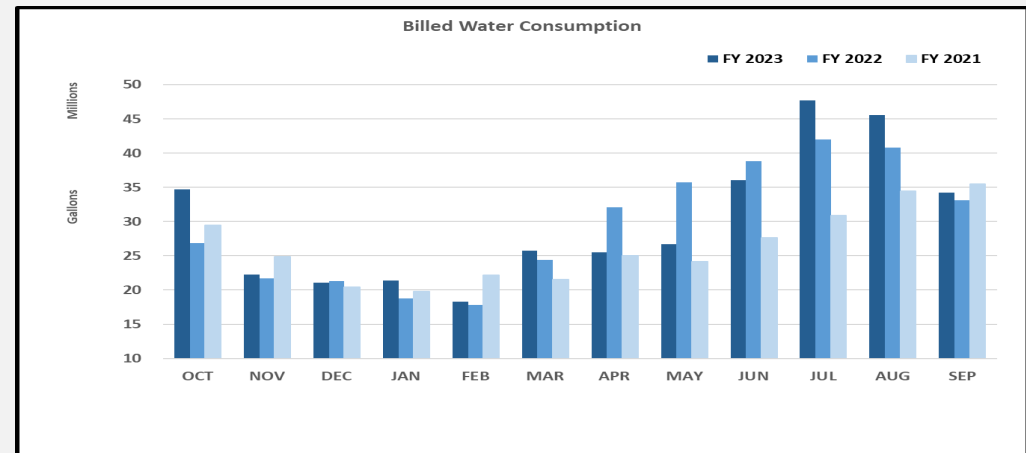
Utility Funds

ELECTRIC	Annual Budget	Actual FYTD Sep 2023	% of Budget
Revenues	\$4,119,298	\$4,380,574	106%
Expenses	3,816,446	3,828,241	100%
Profit(Loss)	\$302,852	\$552,333	

WATER/WW	Annual Budget	Actual FYTD Sep 2023	% of Budget
Revenues	\$4,624,417	\$4,840,160	105%
Expenses	4,330,936	4,335,970	100%
Profit (Loss)	\$293,481	\$504,190	



Consumption kWh:
 FYTD 2023 89,046,685
 FYTD 2022 89,296,918
 Decrease (250,233) -0.28%



Consumption - Gallons:
 FYTD 2023 359,294,167
 FYTD 2022 353,513,915
 Increase 5,780,252 1.64%

The “Bottom Line” for fiscal year 2022-2023

	Amended Budget	Actual FYTD Sep 2023	Variance
General Fund	\$460,787	\$1,322,166	\$861,379
Electric Fund	302,852	552,333	249,481
Water/WW Fund	293,481	504,190	210,709
Total	\$1,057,120	\$2,378,689	\$1,321,569

Golf Fund

	Amended Budget	Actual FYTD Sep 2023	% of Budget
Revenues	\$1,860,895	\$2,354,961	127%
Expenses	1,787,738	1,846,260	103%
Profit (Loss)	\$73,157	\$508,701	



Golf Fund Rounds

Rounds of Golf*:

FYTD Sep 2023 – 28,679

FYTD Sep 2022 – 27,630

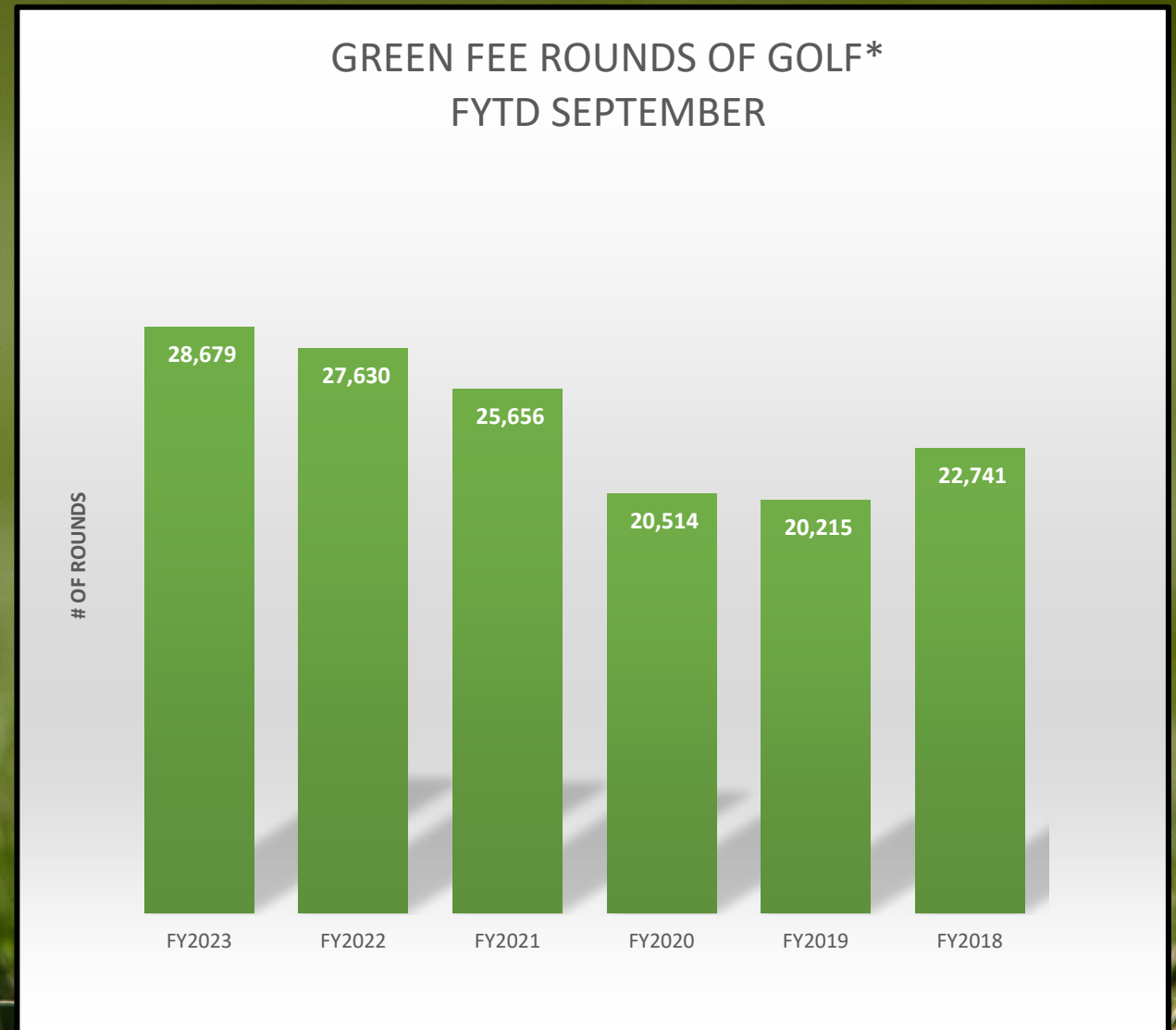
➤ Increase 1,049 rounds, 4%

Average Revenue Per Round:

FYTD Sep 2023 \$39.88

FYTD Sep 2022 \$37.61

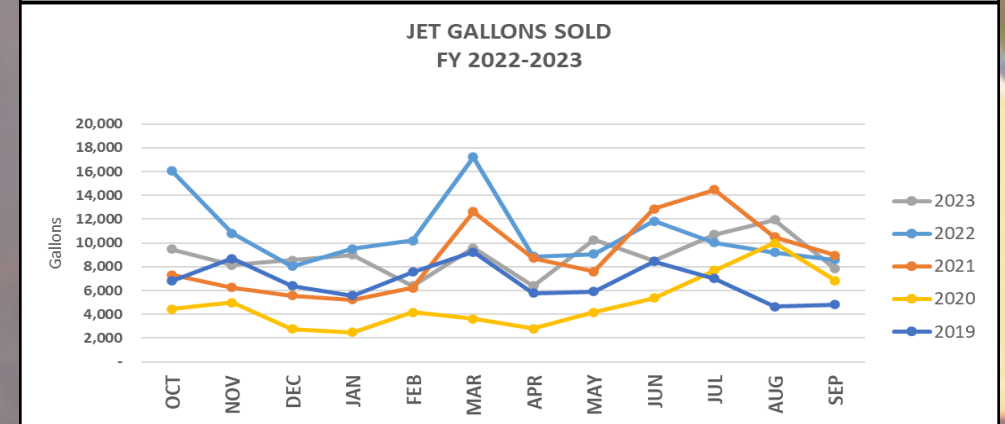
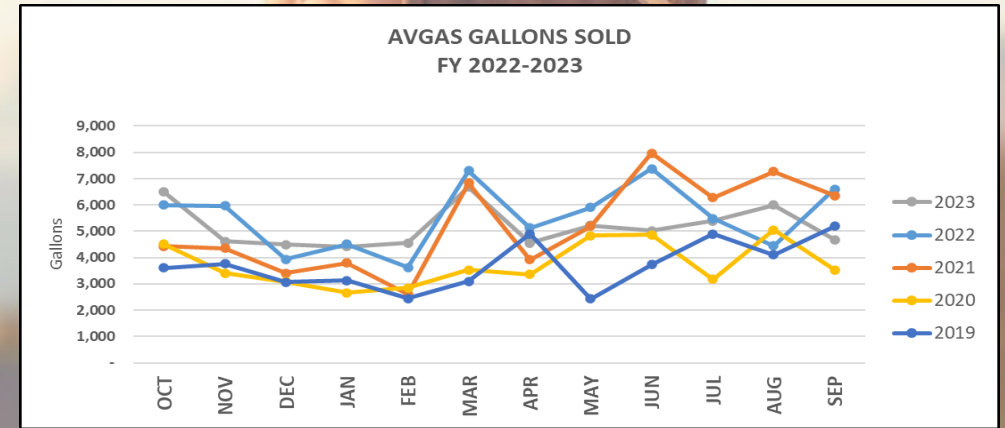
*Does not include annual dues or tournament rounds played.



Note: In 2020, the golf course was closed during April due to the Covid Pandemic.

Airport Fund

	Annual Budget (Amended)	Actual FYTD Sep 2023
Revenues	\$339,381	\$370,771
Expenses	258,228	252,691
Profit (Loss)	\$81,153	\$118,080





Cash Reserves As of September 30, 2023

Unrestricted Cash Reserve Balance	\$6,741,093
90 Day Reserve Requirement	<u>4,647,000</u>
Unrestricted Cash Balance over 90 Day Reserve	<u>\$2,094,093</u>
“Restricted by Council” Cash Balance	<u>\$4,147,090</u>

Questions?

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

On this the 24th day of October, 2023, the City Council of the City of Burnet convened in Workshop Session, at 5:00 p.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 Gary Wideman
Council Members Dennis Langley, Ricky Langley, Mary Jane Shanes, Philip Thurman
 Tres Clinton, Joyce Laudenschlager
City Manager David Vaughn
City Secretary Kelly Dix

Guests: Glenn Teague, Tommy Gaut, Herve D. Fortin, Leslie Kimbler, Carly Pearson, Adrienne Field, Brian Lee, Mark Ingram, Habib Erkan, Maria Gonzalez

Call to Order: Mayor Wideman called the meeting to order at 4:32 p.m.

CONSIDERATION ITEMS:

Discuss and consider: Public safety dispatch services: D. Vaughn: Chief Lee presented a breakdown on proposed costs to the City for dispatch services that included both current costs with Burnet County and expected expense with Marble Falls Dispatch and the anticipated increases associated with both for the next five year period. Chief Lee stated that the proposed timeline for implementation of dispatch services to Marble Falls dispatch will take approximately four months. The majority of the changes will occur with the Police Department. The Fire Department move should be virtually seamless.

Discuss and consider: Short Term Rentals: D. Vaughn: City Manager David Vaughn presented an overview of the pending changes expected for regulation of short term rental should Senate Bill 929 be passed and the effect that will have on municipalities. Carly Pearson Director of Development Services and Public Works reviewed the two step process that is recommended by Staff to prepare for the expected legislative changes pertaining to Short Term Rentals. Ms. Pearson informed all that denial of the second and final reading of the original Short Term Rental Ordinance previously presented to Council would be recommended. All present reviewed the notice to be sent to the community. The recommendation from all present was to amend the notification to address both residential and commercial.

ADJOURN: There being no further business, Mayor Wideman adjourned the City Council Workshop meeting at 5:50 p.m.

Gary Wideman, Mayor

ATTEST:

Kelly Dix, City Secretary

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

On this the 24th day of October, 2023, the City Council of the City of Burnet convened in Regular Session, at 6:00 p.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 Gary Wideman
Council Members Dennis Langley, Ricky Langley, Philip Thurman, Philip Thurman, Mary Jane Shanes, Joyce Laudenschlager, Tres Clinton
City Manager David Vaughn
City Secretary Kelly Dix

Guests: Eric Belaj, Maria Gonzales, Carly Pearson, Mark Ingram, Tony Nash, Adrienne Feild, Brian Lee, Habib Erkan, Jr., Haley Archer, Ken Graham, Katy Randall

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

INVOCATION: Led by Mayor Gary Wideman

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

SPECIAL REPORTS/RECOGNITION:

Burnet Municipal Court Quarterly Report: Judge Tamara Tinney: Municipal Judge Tamara Tinney was unavailable due to illness to present the report. Kelly Dix City Secretary/Deputy Court Clerk presented the report which included the quarterly processed case totals and number of scheduled trials.

Golf Course Quarterly Report: T. Nash: Golf Course General Manager Tony Nash presented the quarterly report which included a review of facility upgrades and grounds keeping projects underway at Delaware Springs Golf Course.

Chamber of Commerce Update Report: Allison McKee: Allison McKee Director of the Burnet Chamber of Commerce presented the quarterly update that included a review of the Coffee & Conversation, Business After Hours, the Women in Business, the Ambassador, Lunch and Learn and ribbon cutting programs. Ms. McKee updated all on the current plans for Christmas on the Square, and the 2024 Bluebonnet Festival preparations.

CONSENT AGENDA: *(All of the following items on the Consent Agenda are considered to be self-explanatory 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 September 26th, 2023 City Council Workshop Meeting Minutes:

Approval of the September 26th, 2023 City Council Regular Meeting Minutes:

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

PUBLIC HEARINGS/ACTION:

FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING PROPERTY KNOWN AS 1815 S WATER ST, GALLOWAY HAMMOND RV PARK, FROM ITS PRESENT DESIGNATION OF HEAVY COMMERCIAL – DISTRICT “C-3” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY KNOWN AS 301 GARDEN TRAIL, HALEY NELSON PARK, FROM ITS PRESENT DESIGNATION OF AGRICULTURE – DISTRICT “A” AND SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY LEGALLY DESCRIBED AS: ABS A0187 B.B. CASTLEBERRY, 1.15 ACRES, FROM ITS PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY LEGALLY DESCRIBED AS ABS A0187 B.B. CASTLEBERRY, TRACT CEMETERY, 0.4 ACRES, FROM ITS PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY KNOWN AS 709 NORTHINGTON STREET, BOYS AND GIRLS CLUB, FROM ITS PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; AND PROPERTY LEGALLY DESCRIBED AS: BEING THE SOUTH

ONE-HALF OF LOT NO. 1 AND ALL OF LOT NO. 2, BLK. 41, VANDERVEER/ALEXANDER ADDITION FROM ITS PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”: L. Kimbler: Leslie Kimbler, Planning Department, presented the item to Council to conduct the public hearing, discuss, and take action on the first reading of Ordinance 2023-45.

Public Hearing: Mayor Gary Wideman opened the public hearing at 6:16 p.m. and asked if anyone was interested in speaking, if so to approach the podium. There being no one wishing to speak, Mayor Wideman closed the public hearing at 6:18 p.m.

Consideration and action: Council Member Joyce Laudenschlager moved to approve the first reading of Ordinance No. 2023-45 as presented. Council Member Ricky Langley seconded. The motion carried unanimously.

CITY COUNCIL SHALL CONVENE AS THE DANGEROUS BUILDINGS BOARD OF APPEALS TO CONDUCT A PUBLIC HEARING AND DELIBERATE AND TAKE ACTION ON A PROPOSED ORDER FINDING THE STRUCTURE LOCATED AT 300 N. WATER STREET TO BE A DANGEROUS STRUCTURE AND ORDERING THE DEMOLITION OF SAID STRUCTURE: City Council convened to the Dangerous Building Board of Appeals at 6:19 p.m. with a motion made by Mary Jane Shanes and seconded by Philip Thurman. The motion carried unanimously. Chief of Police Brian Lee presented Order No. 2023-10-24-001 to all present. Mayor Gary Wideman opened the public at 6:23 p.m. There being no one wishing to speak, Mayor Wideman closed the Public Hearing at 6:25 p.m. Mary Jane Shanes moved to approve the execution of Order No. 2023-10-24-001 as presented. Philip Thurman seconded. The motion carried unanimously. Mary Jane Shanes moved to reconvene to City Council regular session at 6:26 p.m. Dennis 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 THE CODE OF ORDINANCES, CHAPTER 118 (ENTITLED “ZONING”); SEC.118-20 (ENTITLED “GENERAL REQUIRMENTS AND LIMITATIONS”) PROVIDING FOR PERMISSIONS FOR SHORT TERM RENTAL USES; PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: C. Kehoe Pearson: Council Member Mary Jane Shanes moved to deny passage of Ordinance 2023-38 as presented. Council Member Tres Clinton seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AUTHORIZING THE ACCEPTANCE OF ROUTINE AIRPORT MAINTENANCE PROGRAM (RAMP) MATCHING GRANT FUNDS FROM THE TEXAS DEPARTMENT OF TRANSPORTATION AVIATION DIVISION IN THE AMOUNT OF \$11,111.11 FOR QUALIFYING IMPROVEMENTS TO THE BURNET MUNICIPAL AIRPORT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT PROGRAM DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE. A. Field: Council Member Joyce Laudenschlager moved to approve and adopt Resolution No. R2023-73 as presented. Council Member Tres Clinton seconded. The motion carried unanimously.

Discuss and consider action: Authorize the purchase of a paving compactor machine for the Public Works Street Department: E. Belaj: Council Member Joyce Laudenschlager made a motion to approve and authorize the purchase of a paving compactor machine for the Public Works Street Department as presented. Council Member Philip Thurman seconded. The motion carried unanimously.

Discuss and consider action: Award Request for Proposal (RFP) 2023-013 Street Rehab Overlay Project bid and authorize the City Manager to execute the contract: E. Belaj: Council Member Ricky Langley moved to award the bid and contract for RFP2023-015 Street Rehab Overlay Project to Bennett Paving as presented. Council Member Philip Thurman seconded. The motion carried unanimously.

Discuss and consider action: Approval of a project list to Representative Carter’s Office for possible federal funding: E. Belaj: Council Member Philip Thurman moved to approve the project list for submission to Representative Carter’s Office for possible federal funding as presented. Council Member Tres Clinton seconded. The motion carried unanimously.

Discuss and consider action: Appointment of Council Members to work with Staff as a Golf Course Advisory Board Application Review Committee: D. Vaughn: Mayor Gary Wideman moved to appoint Council Member Dennis Langley and himself, Mayor Wideman to the Golf Course Advisory Board application review Committee. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE PURCHASE OF A 2024 INTERNATIONAL MV 2000 GALLON WATER TRUCK FOR THE BURNET FIRE DEPARTMENT: M. Ingram: Council Member Philip Thurman moved to approve and adopt Resolution No. R2023-74 as presented. Council Member Ricky Langley seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE PURCHASE OF A CAN-AM DEFENDER FOR THE BURNET FIRE DEPARTMENT: M. Ingram Council Member Mary Jane Shanes moved to approve and adopt Resolution No. R2023-75 as presented. Council Member Joyce Laudenschlager seconded. Mayor Wideman called for a roll vote. Council Members Thurman, Shanes, Wideman and Laudenschlager voted in favor. Council Members D. Langley, R. Langley and Clinton voted in opposition. The motion carried with a vote of four in favor and three opposed.

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 Joyce Laudenschlager at 6:49 p.m. seconded by Council Member Mary Jane Shanes. The motion carried unanimously.

ATTEST:

Gary Wideman, Mayor

Kelly Dix, City Secretary



Development Services

ITEM 3.1 A

Leslie Kimbler
Planner
512-715-3215
lkimbler@cityofburnet.com

Public Hearing and Action

Meeting Date: November 14, 2023

Agenda Item: Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING PROPERTY KNOWN AS 111 SHADY GROVE RD., SHADY GROVE ELEMENTARY SCHOOL, FROM ITS PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY KNOWN AS 500 E GRAVES STREET, RJ RICHEY ELEMENTARY SCHOOL, FROM ITS PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY KNOWN AS 1401 N. MAIN STREET, BURNET MIDDLE SCHOOL, FROM ITS PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY KNOWN AS 1000 GREEN MILE, BURNET HIGH SCHOOL, FROM ITS PRESENT DESIGNATION OF AGRICULTURE – DISTRICT “A” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY KNOWN AS 607 N VANDERVEER, BURNET ELEMENTARY SCHOOL, FROM ITS PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY KNOWN AS 801 N WOOD STREET, BCISD BUS BARN, FROM ITS PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY KNOWN AS 208 E BRIER STREET, BCISD ADMINISTRATION OFFICES, FROM ITS PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; AND PROPERTY KNOWN AS 401 E THIRD STREET, BCISD ATHLETICS COMPLEX, FROM ITS PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”: L. Kimbler

Background: All properties for consideration are owned by the Burnet Consolidated School District. This request is a city-initiated request to bring the property into compliance with the current zoning code.

Information: The requested District “G” (Government and Public Institutional District) is for properties “intended to provide appropriate areas for uses that provide important community services often requiring large amounts of land.”

Examples of allowable uses include:

- Facilities owned and operated by governmental entities, including public grounds.
- Schools, public, denomination, kindergarten and pre-school, college, university, dormitory and group student housing.
- Public athletic fields, stadium, sports facilities, playgrounds, neighborhood parks, greenbelt, recreational centers, community centers and swimming pools.

Public Notification: Written notices were mailed to 204 surrounding property owners within 200 feet of the subject property. There have been zero responses in favor and zero responses in opposition.

P&Z Report: Planning and Zoning Commission met on Monday, November 6th and did recommend approval of Ordinance #2023-47 as presented.

Exhibit A – Location and Current Zoning

111 SHADY GROVE RD – SHADY GROVE ELEMENTARY SCHOOL



Exhibit A – Location and Current Zoning (cont.)

607 N VANDERVEER ST – BURNET ELEMENTARY
801 N WOOD ST – BCISD BUS BARN

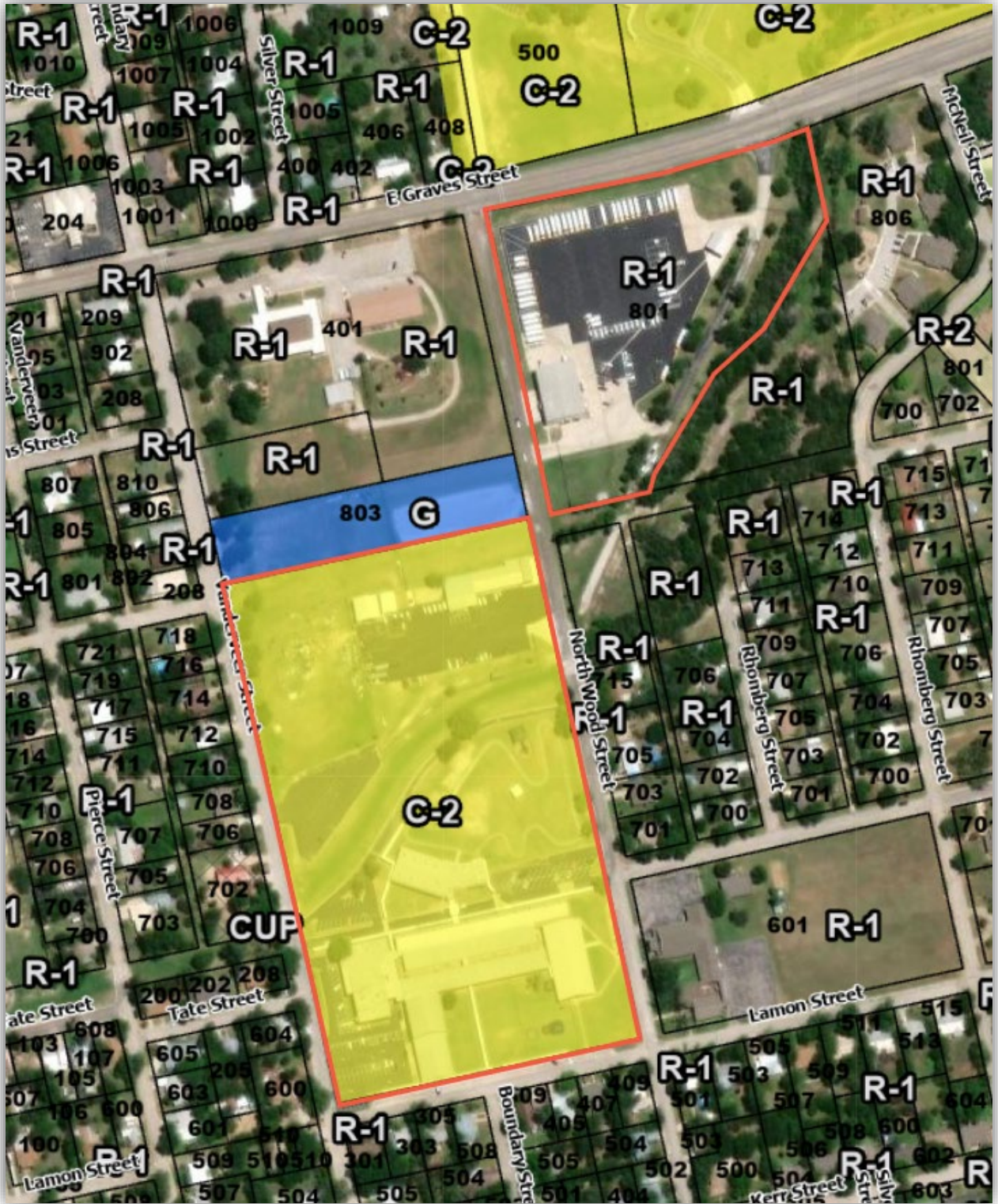
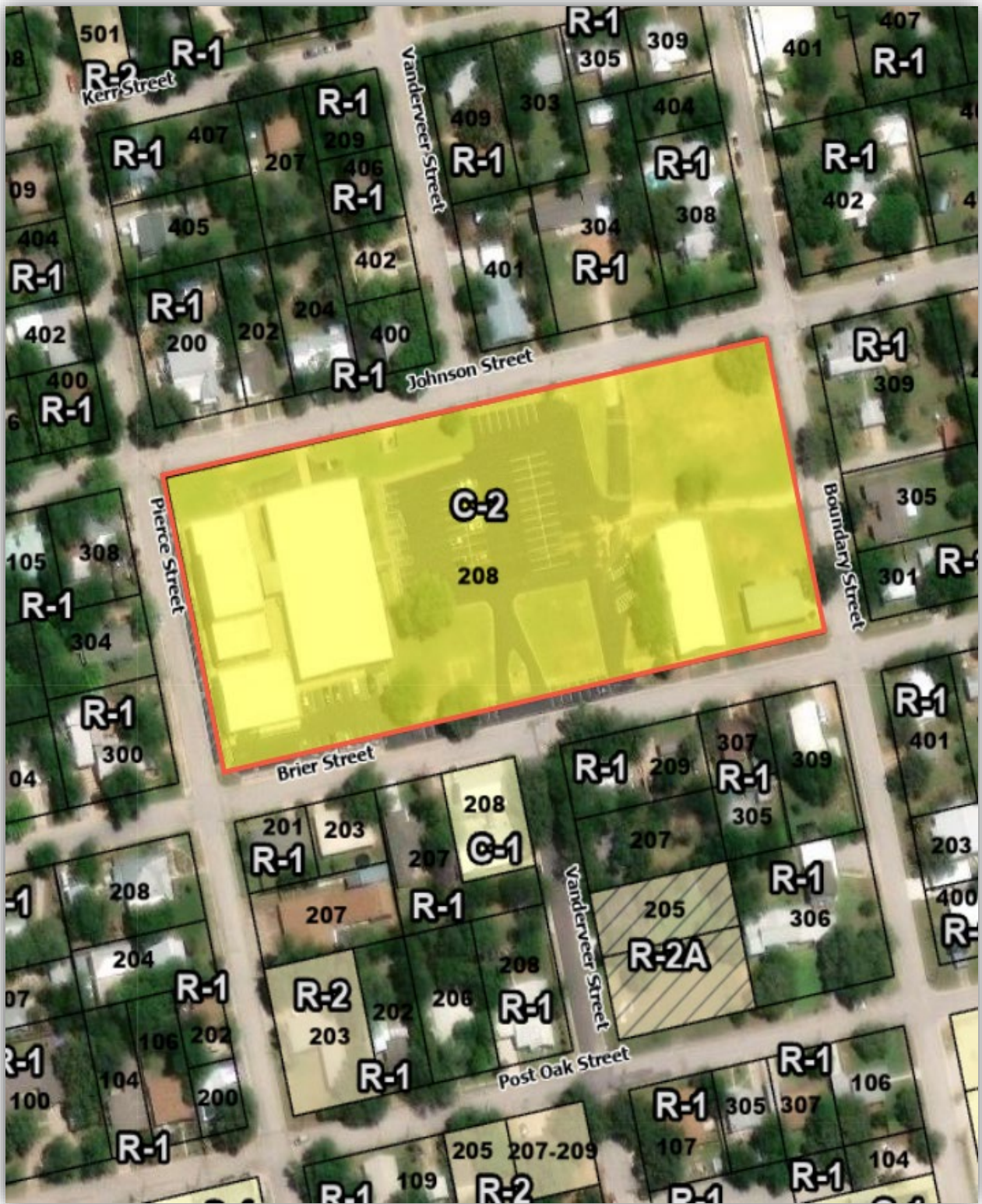


Exhibit A – Location and Current Zoning (cont.)

208 E BRIER STREET – BCISD ADMINISTRATION OFFICE



ORDINANCE NO. 2023-47

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING PROPERTY KNOWN AS 111 SHADY GROVE RD., SHADY GROVE ELEMENTARY SCHOOL, FROM ITS PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY KNOWN AS 500 E GRAVES STREET, RJ RICHEY ELEMENTARY SCHOOL, FROM ITS PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY KNOWN AS 1401 N. MAIN STREET, BURNET MIDDLE SCHOOL, FROM ITS PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY KNOWN AS 1000 GREEN MILE, BURNET HIGH SCHOOL, FROM ITS PRESENT DESIGNATION OF AGRICULTURE – DISTRICT “A” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY KNOWN AS 607 N VANDERVEER, BURNET ELEMENTARY SCHOOL, FROM ITS PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY KNOWN AS 801 N WOOD STREET, BCISD BUS BARN, FROM ITS PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY KNOWN AS 208 E BRIER STREET, BCISD ADMINISTRATION OFFICES, FROM ITS PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; AND PROPERTY KNOWN AS 401 E THIRD STREET, BCISD ATHLETICS COMPLEX, FROM ITS PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”.

WHEREAS, the City Council, by the passage and approval of Ordinance No. 2021-001, affixed the zoning classifications for each and every property located within the city in accordance with the Official Zoning Map as approved with said ordinance; and

WHEREAS, the purpose of this Ordinance is to amend the Official Zoning Map by amending the zoning classification of the Real Property (“Property”) described herein; and

WHEREAS, the Planning and Zoning Commission, after conducting a public hearing on the matter, deliberated the merits of the proposed amendment of zoning classification and has made a report and recommendation to City Council; and

WHEREAS, in passing and approving this ordinance it is legislatively found the Planning and Zoning Commission and City Council complied with all notice, hearing and meetings requirements set forth in Texas Local Government Chapter 211; Texas Government Code Chapter 551, the City Charter; and Chapter 118, of the Code of Ordinances; and

WHEREAS, it is further legislatively found that this proposed zoning reclassification of property does not require an amendment to the Future Land Use Plan; and

WHEREAS, City Council, after considering the testimony and comments of the public, reports and recommendations of City Staff and the Planning and Zoning Commission, and the deliberation of its members, by passage and approval of this Ordinance hereby determines the action taken herein is meritorious and beneficial to the public health, safety, and welfare.

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

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

Section two. Property. The Property that is the subject to this Zoning District Reclassification is known as: 111 SHADY GROVE RD, SHADY GROVE ELEMENTARY SCHOOL (LEGALLY DESCRIBED AS: ABS A0405 JOHN HAMILTON, TRACT PT OF 308, 20 ACRES) as shown on **Exhibit “A”** hereto.

Section three. Zoning District Reclassification. GOVERNMENT – DISTRICT “G” Zoning District Classification is hereby assigned to the Property described in section two.

Section four. Property. The Property that is the subject to this Zoning District Reclassification is known as: 500 EAST GRAVES ST, RJ RICHEY ELEMENTARY SCHOOL, (LEGALLY DESCRIBED AS: ABS A0405 JOHN HAMILTON, 4.653 AC. AND ABS A0405 JOHN HAMILTON, 11.836 AC) as shown on **Exhibit “B”** hereto.

Section five. Zoning District Reclassification. GOVERNMENT – DISTRICT “G” Zoning District Classification is hereby assigned to the Property described in section four.

Section six. Property. The Property that is the subject to this Zoning District Reclassification is known as 1401 NORTH MAIN STREET, BURNET MIDDLE SCHOOL, (LEGALLY DESCRIBED AS: ABS A405 JOHN HAMILTON , TRACT BEING 55.279 AC & 1.749 IN 3RD ST, 57.028 AC) as shown on **Exhibit “C”** hereto.

Section seven. Zoning District Reclassification. GOVERNMENT – DISTRICT “G” Zoning District Classification is hereby assigned to the Property described in section six.

Section eight. Property. The Property that is the subject to this Zoning District Reclassification is known as: 1000 GREEN MILE, BURNET HIGH SCHOOL (LEGALLY DESCRIBED AS: ABS A0405 JOHN HAMILTON, TRACT PT OF 59.80AC TR, 49.8 AC. IN CITY) as shown on **Exhibit “D”** hereto.

Section nine. Zoning District Reclassification. GOVERNMENT – DISTRICT “G” Zoning District Classification is hereby assigned to the Property described in section eight.

Section ten. Property. The Property that is the subject to this Zoning District Reclassification is known as: 607 N VANDERVEER ST, BURNET ELEMENTARY

SCHOOL, (LEGALLY DESCRIBED AS: ABS A0405 JOHN HAMILTON, BLK BEING 10-AC. BLK 14, N ½ OF 10-AC BLK 8, 15.594 AC) as shown on **Exhibit “E”** hereto.

Section eleven. Zoning District Reclassification. GOVERNMENT – DISTRICT “G” Zoning District Classification is hereby assigned to the Property described in section ten.

Section twelve. Property. The Property that is the subject to this Zoning District Reclassification known as: 801 N WOOD ST., BCISD BUS BARN, (LEGALLY DESCRIBED AS: ABS A0405 JOHN HAMILTON, 8.36 ACRES) as shown on **Exhibit “F”** hereto.

Section thirteen. Zoning District Reclassification. GOVERNMENT – DISTRICT “G” Zoning District Classification is hereby assigned to the Property described in section twelve.

Section fourteen. Property. The Property that is the subject to this Zoning District Reclassification is known as: 208 EAST BRIER ST, BCISD ADMINISTRATION OFFICES, (LEGALLY DESCRIBED AS: S7150 PETER KERR PORTION, BLK. 25 & 26) as shown on **Exhibit “G”** hereto.

Section fifteen. Zoning District Reclassification. GOVERNMENT – DISTRICT “G” Zoning District Classification is hereby assigned to the Property described in section fourteen.

Section sixteen. Property. The Property that is the subject to this Zoning District Reclassification is known as: 401 E THIRD ST, BCISD ATHLETIC COMPLEX, (LEGALLY DESCRIBED AS: ABS A0405 JOHN HAMILTON, 55.24 ACRES) as shown on **Exhibit “H”** hereto.

Section seventeen. Zoning District Reclassification. GOVERNMENT – DISTRICT “G” Zoning District Classification is hereby assigned to the Property described in section fifteen.

Section eighteen. Zoning Map Revision. The City Secretary is hereby authorized and directed to revise the Official Zoning Map to reflect the change in Zoning District Classification approved by this Ordinance.

Section nineteen. Repealer. Other ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent of such conflict.

Section twenty. Severability. This Ordinance is severable as provided in City Code Section 1-7 as same may be amended, recodified or otherwise revised.

Section twenty-one. Effective Date. This ordinance is effective upon final passage and approval.

PASSED on First Reading the 14th day of November 2023.

PASSED AND APPROVED on this the 12th day of December 2023.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Kelly Dix, City Secretary

Exhibit "B"

500 EAST GRAVES ST, RJ RICHEY ELEMENTARY SCHOOL, (LEGALLY DESCRIBED AS: ABS A0405 JOHN HAMILTON, 4.653 AC. AND ABS A0405 JOHN HAMILTON, 11.836 AC)



Exhibit "C"

1401 NORTH MAIN STREET, BURNET MIDDLE SCHOOL, (LEGALLY DESCRIBED AS: ABS A405 JOHN HAMILTON , TRACT BEING 55.279 AC & 1.749 IN 3RD ST, 57.028 AC)



Exhibit "D"

1000 GREEN MILE, BURNET HIGH SCHOOL (LEGALLY DESCRIBED AS: ABS A0405 JOHN HAMILTON, TRACT PT OF 59.80AC TR, 49.8 AC. IN CITY)



Exhibit "E"

607 N VANDERVEER ST, BURNET ELEMENTARY SCHOOL, (LEGALLY DESCRIBED AS: ABS A0405 JOHN HAMILTON, BLK BEING 10-AC. BLK 14, N ½ OF 10-AC BLK 8, 15.594 AC)



Exhibit "F"

801 N WOOD ST., BCISD BUS BARN, (LEGALLY DESCRIBED AS: ABS A0405 JOHN HAMILTON, 8.36 ACRES)



Exhibit "G"

208 EAST BRIER ST, BCISD ADMINISTRATION OFFICES, (LEGALLY DESCRIBED AS: S7150 PETER KERR PORTION, BLK. 25 & 26)



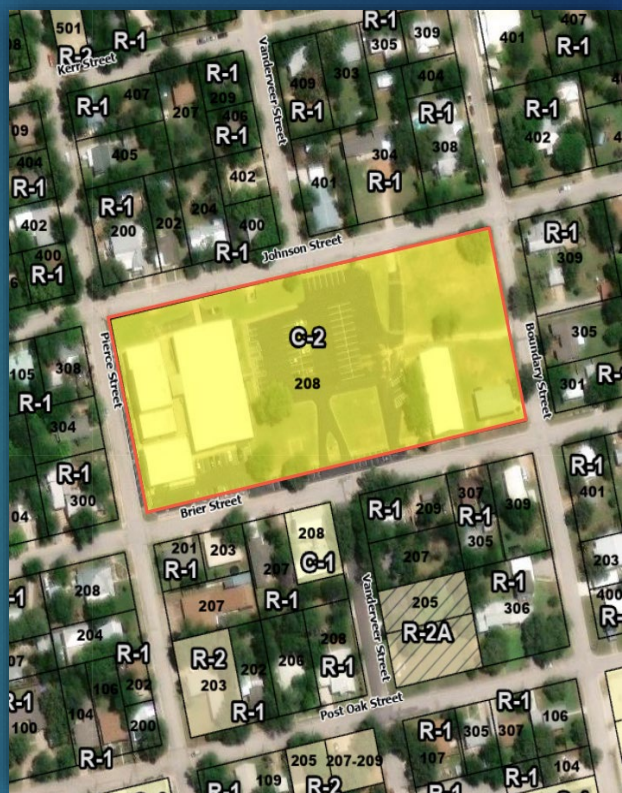
Exhibit "H"

401 E THIRD ST, BCISD ATHLETIC COMPLEX, (LEGALLY DESCRIBED AS: ABS
A0405 JOHN HAMILTON, 55.24 ACRES)



Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING PROPERTY KNOWN AS 111 SHADY GROVE RD., SHADY GROVE ELEMENTARY SCHOOL, FROM ITS PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY KNOWN AS 500 E GRAVES STREET, RJ RICHEY ELEMENTARY SCHOOL, FROM ITS PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY KNOWN AS 1401 N. MAIN STREET, BURNET MIDDLE SCHOOL, FROM ITS PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY KNOWN AS 1000 GREEN MILE, BURNET HIGH SCHOOL, FROM ITS PRESENT DESIGNATION OF AGRICULTURE – DISTRICT “A” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY KNOWN AS 607 N VANDERVEER, BURNET ELEMENTARY SCHOOL, FROM ITS PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY KNOWN AS 801 N WOOD STREET, BCISD BUS BARN, FROM ITS PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY KNOWN AS 208 E BRIER STREET, BCISD ADMINISTRATION OFFICES, FROM ITS PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; AND PROPERTY KNOWN AS 401 E THIRD STREET, BCISD ATHLETICS COMPLEX, FROM ITS PRESENT DESIGNATION OF MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”: L. Kimbler







**Requested Zoning: District
“G” – Government and
Public Institutional District.**

**Properties are owned by the
City of Burnet – City initiated
request to allow to rezone
property to Government**



**Public
Notification:**

**Notices were mailed to 204
surrounding property
owners. Zero responses
have been received in
favor or opposition**

Public Hearing

- ▶ Public hearing opened by Chair
- ▶ Limit 3 minutes per speaker

Discussion

- ▶ Discuss and consider the first reading of the draft ordinance.





Development Services

ITEM 3.1 B

Leslie Kimbler
Planner
512-715-3215
lkimbler@cityofburnet.com

Public Hearing and Action

Meeting Date: November 14, 2023

Agenda Item: Discuss and consider: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING PROPERTY KNOWN AS 600 DELAWARE SPRINGS BLVD., DELAWARE SPRINGS GOLF COURSE, FROM ITS PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” AND MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”: L. Kimbler

Background: All properties for consideration are owned by the City of Burnet. This request is a city-initiated request to bring the property into compliance with the current zoning code.

Information: The requested District “G” (Government and Public Institutional District) is for properties “intended to provide appropriate areas for uses that provide important community services often requiring large amounts of land.”

Examples of allowable uses include:

- Facilities owned and operated by governmental entities, including public grounds.
- Schools, public, denomination, kindergarten and pre-school, college, university, dormitory and group student housing.
- Public athletic fields, stadium, sports facilities, playgrounds, neighborhood parks, greenbelt, recreational centers, community centers and swimming pools.

Public Notification: Written notices were mailed to 185 surrounding property owners within 200 feet of the subject property. There have been zero responses in favor and zero responses in opposition.

P&Z Report: Planning and Zoning Commission met on Monday, November 6th and did recommend approval of Ordinance #2023-48 as presented.

ORDINANCE NO. 2023-48

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING PROPERTY KNOWN AS 600 DELAWARE SPRINGS BLVD., DELAWARE SPRINGS GOLF COURSE, FROM ITS PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” AND MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”

WHEREAS, the City Council, by the passage and approval of Ordinance No. 2021-001, affixed the zoning classifications for each and every property located within the city in accordance with the Official Zoning Map as approved with said ordinance; and

WHEREAS, the purpose of this Ordinance is to amend the Official Zoning Map by amending the zoning classification of the Real Property (“Property”) described herein; and

WHEREAS, the Planning and Zoning Commission, after conducting a public hearing on the matter, deliberated the merits of the proposed amendment of zoning classification and has made a report and recommendation to City Council; and

WHEREAS, in passing and approving this ordinance it is legislatively found the Planning and Zoning Commission and City Council complied with all notice, hearing and meetings requirements set forth in Texas Local Government Chapter 211; Texas Government Code Chapter 551, the City Charter; and Chapter 118, of the Code of Ordinances; and

WHEREAS, it is further legislatively found that this proposed zoning reclassification of property does not require an amendment to the Future Land Use Plan; and

WHEREAS, City Council, after considering the testimony and comments of the public, reports and recommendations of City Staff and the Planning and Zoning Commission, and the deliberation of its members, by passage and approval of this Ordinance hereby determines the action taken herein is meritorious and beneficial to the public health, safety, and welfare.

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

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

Section two. Property. As shown on the map of Delaware Springs tracts 1 through 27, attached hereto as Exhibit “A” the Property that is the subject to this Zoning District Reclassification are the tracts that follow:

Tract 1, save and except that portion of Tract 1 described in that certain Special Warranty Deed by and between the City of Burnet, as Seller, and Delaware Springs Ranch Investments, LLC, as Buyer, recorded as Document No. 202117151 in the Public Records of Burnet County, Texas on October 13, 2023; and all of Tracts 2, 3, 20, and 21.

Section three. Zoning District Reclassification. GOVERNMENT – DISTRICT “G” Zoning District Classification is hereby assigned to the Property described in section two.

Section four. Zoning Map Revision. The City Secretary is hereby authorized and directed to revise the Official Zoning Map to reflect the change in Zoning District Classification approved by this Ordinance.

Section five. Repealer. Other ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent of such conflict.

Section six. Severability. This Ordinance is severable as provided in City Code Section 1-7 as same may be amended, recodified or otherwise revised.

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

PASSED on First Reading the 14th day of November 2023.

PASSED AND APPROVED on this the 12th day of December 2023.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Kelly Dix, City Secretary

Exhibit "A"
GOLF COURSE



Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING PROPERTY KNOWN AS 600 DELAWARE SPRINGS BLVD., DELAWARE SPRINGS GOLF COURSE, FROM ITS PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” AND MEDIUM COMMERCIAL – DISTRICT “C-2” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”: L. Kimbler





**Requested Zoning: District
“G” – Government and
Public Institutional District.**

**Properties are owned by the
City of Burnet – City initiated
request to allow to rezone
property to Government**



**Public
Notification:**

**Notices were mailed to 185
surrounding property
owners. Zero responses
have been received in
favor or opposition**

Public Hearing

- ▶ Public hearing opened by Chair
- ▶ Limit 3 minutes per speaker

Discussion

- ▶ Discuss and consider the first reading of the draft ordinance.





Development Services

ITEM 3.2

Leslie Kimbler
Planner
512-715-3215
lkimbler@cityofburnet.com

Public Hearing

Meeting Date: November 14, 2023

Public Hearing: The City Council of the City of Burnet shall conduct a public hearing to receive public testimony and comments on the merits of a proposed "Preliminary Plat" for approximately 42.67 acres out of Eugenio Perez Subdivision, Abs. No. A0672. The proposed "Preliminary Plat" will establish Springside Estates, consisting of 79 residential lots: L. Kimbler

Information: The proposed subdivision, zoned as R-1-2 for half-acre lots and R-1-4 for quarter acre lots, is located to the west of the City of Burnet Airport and the Delaware Springs Golf Course, located between holes 5 and 6 (Exhibit A). The applicant is proposing to subdivide the tract to create 79 single-family residential lots with two detention ponds and a lift station (Exhibit B).

Four new streets will be created within the subdivision: Carlton Street, Springside Lane, Barrett Street, and Parkside Road. The subdivision is also providing one street stub for future connection to adjoining property to the north of the subdivision; that street name is to be determined at the time of connection. The proposed Carlton Street and Springside Lane block lengths do exceed the allowable length in the City of Burnet's code of ordinances, Sec. 98-42, and therefore will require approval of a subdivision variance.

Lots proposed along Carlton Street will be provided with all city utilities. Lots to be created between golf course holes 5 and 6, along Springside Ln., Parkside Rd., and Barrett St., will utilize private On-Site Sewage Facilities along with city water and electricity.

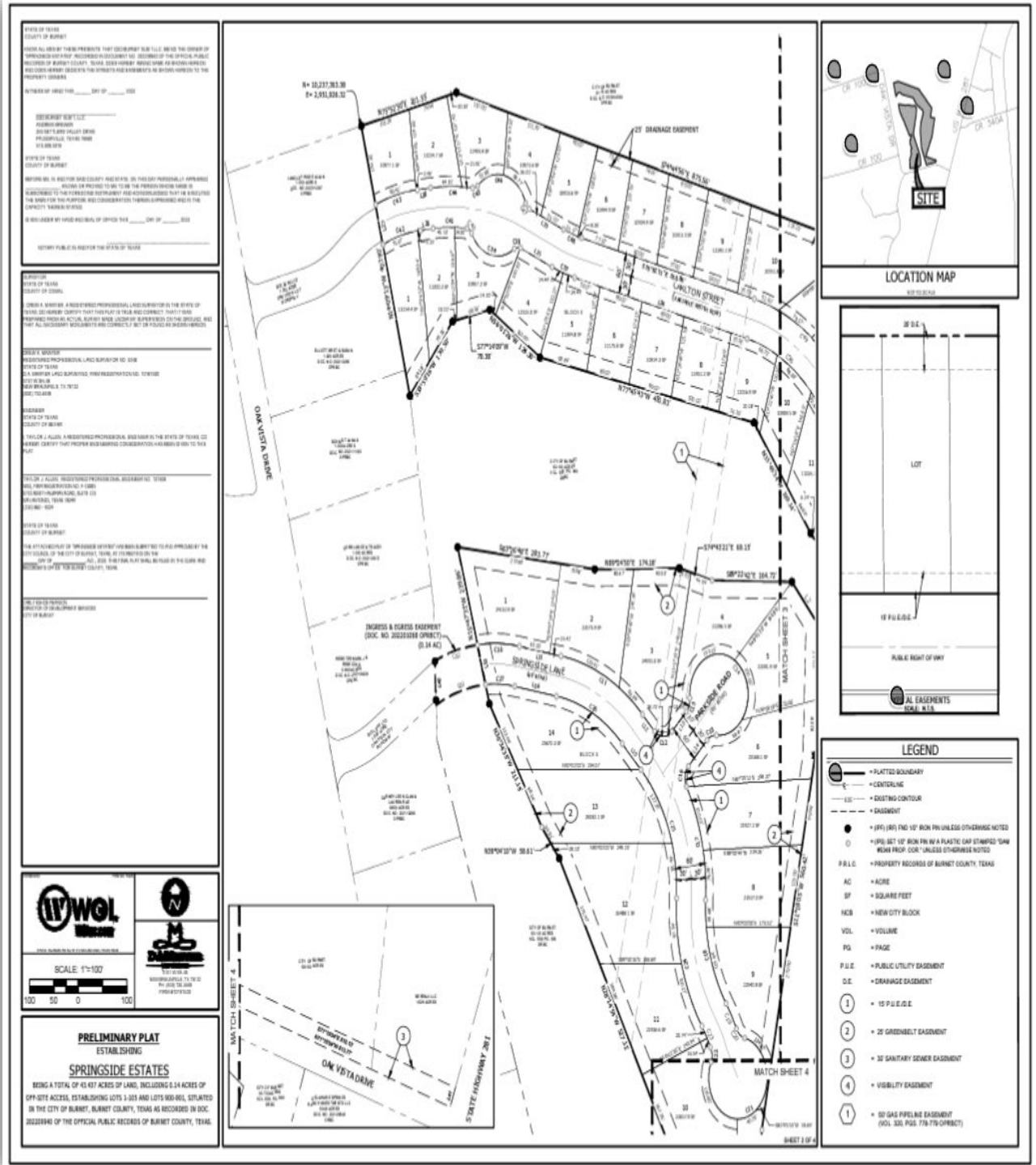
Staff Analysis: City staff and city engineer have reviewed the plat in accordance with Sec. 98-22 (entitled "Preliminary Plats") and have found the plat does generally meet the requirements as outlined in the code.

Recommendation: Open the public hearing.

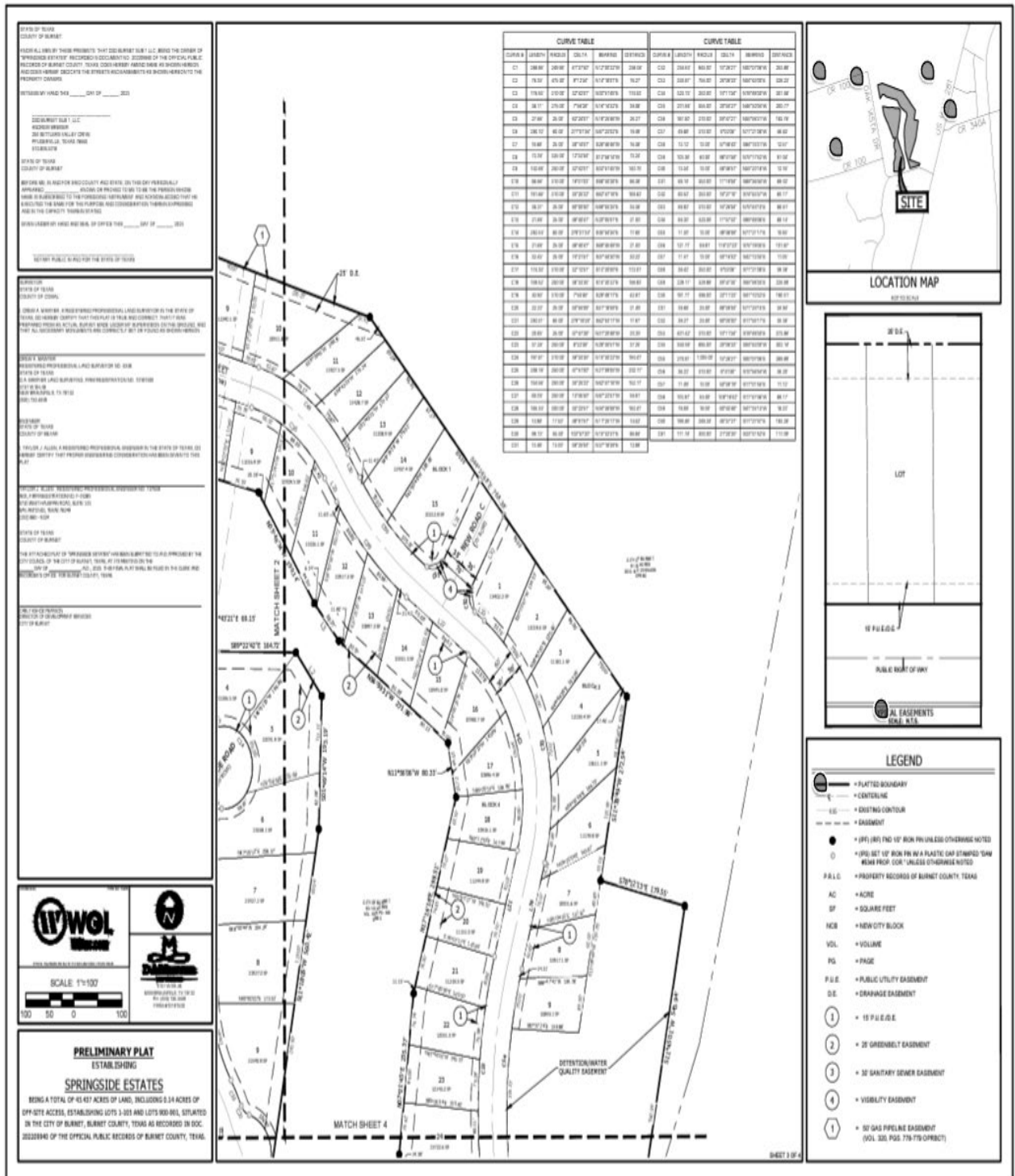
Exhibit "A"
Tract



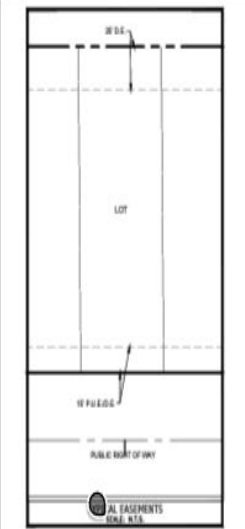
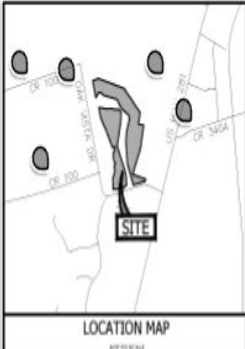
Plat Page 2



Plat Page 3



CURVE TABLE					CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHORD	CHORD BEARING	CURVE #	LENGTH	RADIUS	CHORD	CHORD BEARING
C1	108.80	280.00	87.57	S17°02'21"W 238.00'	C2	234.00	600.00	177.27	S72°00'00"W 200.00'
C2	19.50	475.00	87.57	S17°02'21"W 19.50'	C3	228.00	560.00	177.27	S72°00'00"W 200.00'
C3	19.50	475.00	87.57	S17°02'21"W 19.50'	C4	228.00	560.00	177.27	S72°00'00"W 200.00'
C4	19.50	475.00	87.57	S17°02'21"W 19.50'	C5	228.00	560.00	177.27	S72°00'00"W 200.00'
C5	19.50	475.00	87.57	S17°02'21"W 19.50'	C6	228.00	560.00	177.27	S72°00'00"W 200.00'
C6	19.50	475.00	87.57	S17°02'21"W 19.50'	C7	228.00	560.00	177.27	S72°00'00"W 200.00'
C7	19.50	475.00	87.57	S17°02'21"W 19.50'	C8	228.00	560.00	177.27	S72°00'00"W 200.00'
C8	19.50	475.00	87.57	S17°02'21"W 19.50'	C9	228.00	560.00	177.27	S72°00'00"W 200.00'
C9	19.50	475.00	87.57	S17°02'21"W 19.50'	C10	228.00	560.00	177.27	S72°00'00"W 200.00'
C10	19.50	475.00	87.57	S17°02'21"W 19.50'	C11	228.00	560.00	177.27	S72°00'00"W 200.00'
C11	19.50	475.00	87.57	S17°02'21"W 19.50'	C12	228.00	560.00	177.27	S72°00'00"W 200.00'
C12	19.50	475.00	87.57	S17°02'21"W 19.50'	C13	228.00	560.00	177.27	S72°00'00"W 200.00'
C13	19.50	475.00	87.57	S17°02'21"W 19.50'	C14	228.00	560.00	177.27	S72°00'00"W 200.00'
C14	19.50	475.00	87.57	S17°02'21"W 19.50'	C15	228.00	560.00	177.27	S72°00'00"W 200.00'
C15	19.50	475.00	87.57	S17°02'21"W 19.50'	C16	228.00	560.00	177.27	S72°00'00"W 200.00'
C16	19.50	475.00	87.57	S17°02'21"W 19.50'	C17	228.00	560.00	177.27	S72°00'00"W 200.00'
C17	19.50	475.00	87.57	S17°02'21"W 19.50'	C18	228.00	560.00	177.27	S72°00'00"W 200.00'
C18	19.50	475.00	87.57	S17°02'21"W 19.50'	C19	228.00	560.00	177.27	S72°00'00"W 200.00'
C19	19.50	475.00	87.57	S17°02'21"W 19.50'	C20	228.00	560.00	177.27	S72°00'00"W 200.00'
C20	19.50	475.00	87.57	S17°02'21"W 19.50'	C21	228.00	560.00	177.27	S72°00'00"W 200.00'
C21	19.50	475.00	87.57	S17°02'21"W 19.50'	C22	228.00	560.00	177.27	S72°00'00"W 200.00'
C22	19.50	475.00	87.57	S17°02'21"W 19.50'	C23	228.00	560.00	177.27	S72°00'00"W 200.00'
C23	19.50	475.00	87.57	S17°02'21"W 19.50'	C24	228.00	560.00	177.27	S72°00'00"W 200.00'
C24	19.50	475.00	87.57	S17°02'21"W 19.50'	C25	228.00	560.00	177.27	S72°00'00"W 200.00'
C25	19.50	475.00	87.57	S17°02'21"W 19.50'	C26	228.00	560.00	177.27	S72°00'00"W 200.00'
C26	19.50	475.00	87.57	S17°02'21"W 19.50'	C27	228.00	560.00	177.27	S72°00'00"W 200.00'
C27	19.50	475.00	87.57	S17°02'21"W 19.50'	C28	228.00	560.00	177.27	S72°00'00"W 200.00'
C28	19.50	475.00	87.57	S17°02'21"W 19.50'	C29	228.00	560.00	177.27	S72°00'00"W 200.00'
C29	19.50	475.00	87.57	S17°02'21"W 19.50'	C30	228.00	560.00	177.27	S72°00'00"W 200.00'
C30	19.50	475.00	87.57	S17°02'21"W 19.50'	C31	228.00	560.00	177.27	S72°00'00"W 200.00'
C31	19.50	475.00	87.57	S17°02'21"W 19.50'	C32	228.00	560.00	177.27	S72°00'00"W 200.00'
C32	19.50	475.00	87.57	S17°02'21"W 19.50'	C33	228.00	560.00	177.27	S72°00'00"W 200.00'



- ### LEGEND
- PLATTED BOUNDARY
 - CENTERLINE
 - EXISTING CONTOUR
 - EASEMENT
 - (OFF) 18" P.V. 10' BORN POLYLINE EASEMENT OTHERWISE NOTED
 - (OFF) 18" P.V. 10' BORN P.V. 10' BORN POLYLINE EASEMENT OTHERWISE NOTED
 - PROPERTY RECORDS OF BURNETT COUNTY, TEXAS
 - AC = ACRE
 - SF = SQUARE FEET
 - N.C.B. = NEW CITY BLOCK
 - VOL. = VOLUME
 - PG. = PAGE
 - P.U.E. = PUBLIC UTILITY EASEMENT
 - D.E. = DRAINAGE EASEMENT
 - 1 = 18" P.U.E.
 - 2 = 24" GREENBELT EASEMENT
 - 3 = 36" SANITARY SEWER EASEMENT
 - 4 = VISIBILITY EASEMENT
 - 1 = 30" GAS POLYLINE EASEMENT (VOL. 335, PGS. 778-779 CORRECT)

STATE OF TEXAS
COUNTY OF BURNETT

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, JAMES W. WOLFE, JR., DO hereby certify that the foregoing plat was prepared by me or under my direct supervision and that I am a duly licensed and qualified professional land surveyor in the State of Texas.

WITNESSED MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2023.

JAMES W. WOLFE, JR., L.L.C.
REGISTERED LAND SURVEYOR
200 BURNETT VALLEY DRIVE
MCKINNEY, TEXAS 75069
STATE OF TEXAS

STATE OF TEXAS
COUNTY OF BURNETT

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WITNESSED MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2023.

JAMES W. WOLFE, JR., L.L.C.
REGISTERED LAND SURVEYOR
200 BURNETT VALLEY DRIVE
MCKINNEY, TEXAS 75069
STATE OF TEXAS

SCALE 1"=100'

100 50 0 100

PRELIMINARY PLAT
ESTABLISHING
SPRINGSIDE ESTATES

BEING A TOTAL OF 43.47 ACRES OF LAND, INCLUDING 0.34 ACRES OF OFF-SITE ACCESS, ESTABLISHING LOTS 1-303 AND LOTS 900-961, SITUATED IN THE CITY OF BURNETT, BURNETT COUNTY, TEXAS AS RECORDED IN DOC. 202209441 OF THE OFFICIAL PUBLIC RECORDS OF BURNETT COUNTY, TEXAS.

The City Council of the City of Burnet shall conduct a public hearing to receive public testimony and comments on the merits of a proposed “Preliminary Plat” for approximately 42.67 acres out of Eugenio Perez Subdivision, Abs. No. A0672. The proposed “Preliminary Plat” will establish Springside Estates, consisting of 79 residential lots: L. Kimbler





Springside Estates Subdivision

Project Details

- Zoned R-1-2 Half-acres lots and R-1-4 Quarter acre lots
- 42.67 acres
- Located to the west of the City of Burnet Airport and the Delaware Springs Golf Course, located between holes 5 and 6.
- 79 single-family residential lots
- Four new streets – Carlton Street, Springside Lane, Barrett Street, and Parkside Road
- Carlton Street and Springside Lane exceed allowable block length and require variance.

City staff and city engineer have reviewed the plat in accordance with Sec. 98-22 and have found the plat does meet the requirements as outlined in the code.



Public Hearing

- ▶ Public hearing opened by *Mayor*
- ▶ Limit 3 minutes per speaker





Development Services

ITEM 3.1 A

Leslie Kimbler
Planner
512-715-3215
lkimbler@cityofburnet.com

Public Hearing and Action

Meeting Date: November 14, 2023

Agenda Item: Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING PROPERTY KNOWN AS 1815 S WATER ST, GALLOWAY HAMMOND RV PARK, FROM ITS PRESENT DESIGNATION OF HEAVY COMMERCIAL – DISTRICT “C-3” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY KNOWN AS 301 GARDEN TRAIL, HALEY NELSON PARK, FROM ITS PRESENT DESIGNATION OF AGRICULTURE – DISTRICT “A” AND SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY LEGALLY DESCRIBED AS: ABS A0187 B.B. CASTLEBERRY, 1.15 ACRES, FROM ITS PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY LEGALLY DESCRIBED AS ABS A0187 B.B. CASTLEBERRY, TRACT CEMETERY, 0.4 ACRES, FROM ITS PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY KNOWN AS 709 NORTHINGTON STREET, BOYS AND GIRLS CLUB, FROM ITS PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; AND PROPERTY LEGALLY DESCRIBED AS: BEING THE SOUTH ONE-HALF OF LOT NO. 1 AND ALL OF LOT NO. 2, BLK. 41, VANDERVEER/ALEXANDER ADDITION FROM ITS PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”: L. Kimbler

Background: All properties for consideration are owned by the City of Burnet. This request is a city-initiated request to bring the property into compliance with the current zoning code.

Information: The requested District “G” (Government and Public Institutional District) is for properties “intended to provide appropriate areas for

uses that provide important community services often requiring large amounts of land.”

There have been no changes to Ordinance 2023-45 since the first reading on October 24, 2023.

Public Notification: Written notices were mailed to 91 surrounding property owners within 200 feet of the subject property. There have been zero responses in favor and zero responses in opposition.

P&Z Report: Planning and Zoning Commission met at their regular meeting on Monday, October 2nd and did recommend approval of the requested rezone and Ordinance 2023-45 as presented.

Exhibit A – Location and Current Zoning

PROPERTY KNOWN AS 1815 S WATER ST, GALLOWAY HAMMOND RV PARK

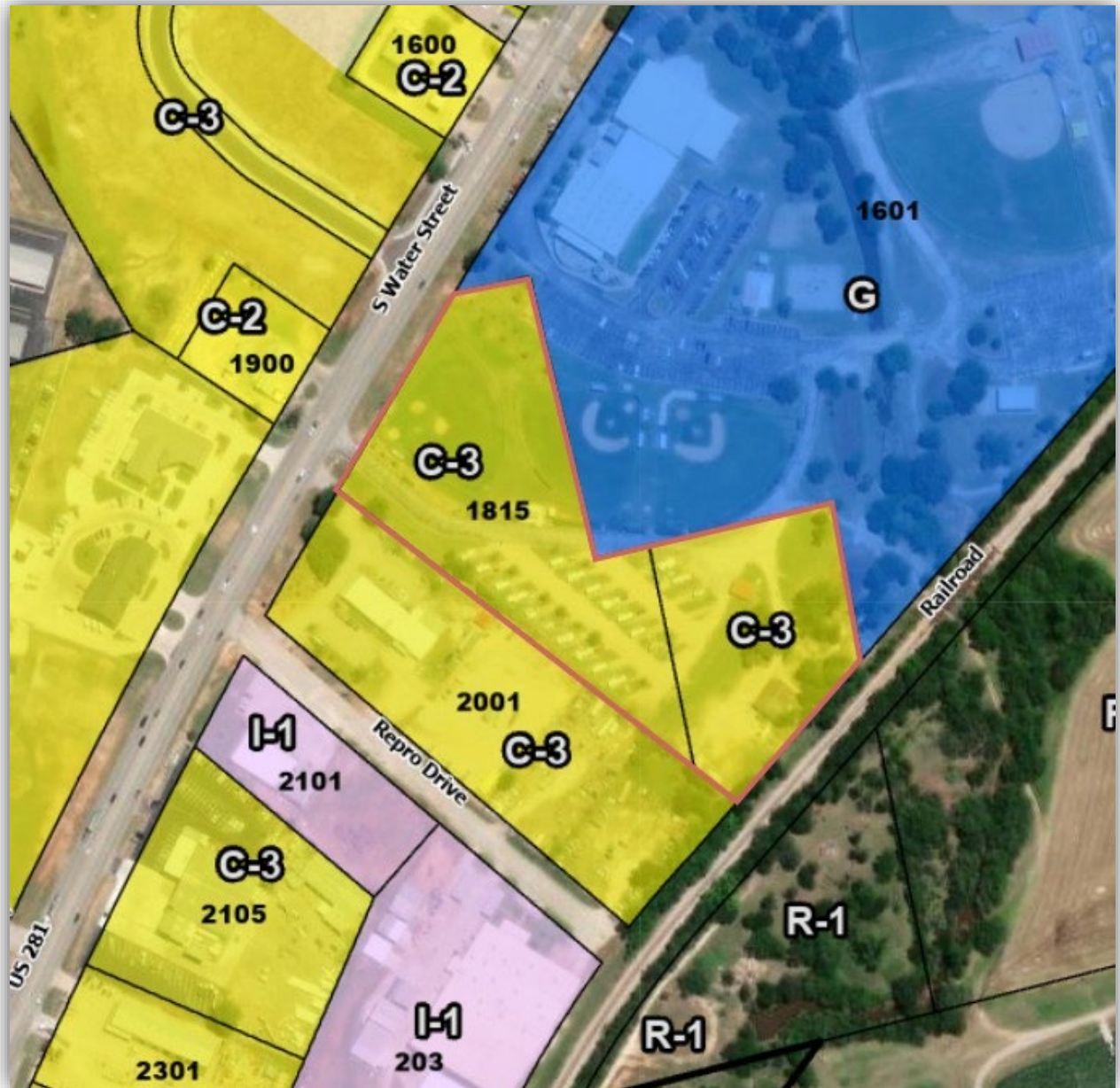


Exhibit A – Location and Current Zoning (cont.)

PROPERTY KNOWN AS 301 GARDEN TRAIL, HALEY NELSON PARK



Exhibit A – Location and Current Zoning (cont.)

PROPERTY LEGALLY DESCRIBED AS: ABS A0187 B.B. CASTLEBERRY, 1.15 ACRES and PROPERTY LEGALLY DESCRIBED AS ABS A0187 B.B. CASTLEBERRY, TRACT CEMETERY, 0.4 ACRES



Exhibit A – Location and Current Zoning (cont.)

PROPERTY KNOWN AS 709 NORTHINGTON ST, BOYS AND GIRLS CLUB



Exhibit A – Location and Current Zoning (cont.)

PROPERTY LEGALLY DESCRIBED AS: PROPERTY LEGALLY DESCRIBED AS:
BEING THE SOUTH ONE-HALF OF LOT NO. 1 AND ALL OF LOT NO. 2, BLK. 41,
VANDERVEER/ALEXANDER ADDITION



ORDINANCE NO. 2023-45

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING PROPERTY KNOWN AS 1815 S WATER ST, GALLOWAY HAMMOND RV PARK, FROM ITS PRESENT DESIGNATION OF HEAVY COMMERCIAL – DISTRICT “C-3” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY KNOWN AS 301 GARDEN TRAIL, HALEY NELSON PARK, FROM ITS PRESENT DESIGNATION OF AGRICULTURE – DISTRICT “A” AND SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY LEGALLY DESCRIBED AS: ABS A0187 B.B. CASTLEBERRY, 1.15 ACRES, FROM ITS PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY LEGALLY DESCRIBED AS ABS A0187 B.B. CASTLEBERRY, TRACT CEMETERY, 0.4 ACRES, FROM ITS PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY KNOWN AS 709 NORTHINGTON STREET, BOYS AND GIRLS CLUB, FROM ITS PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; AND PROPERTY LEGALLY DESCRIBED AS: BEING THE SOUTH ONE-HALF OF LOT NO. 1 AND ALL OF LOT NO. 2, BLK. 41, VANDERVEER/ALEXANDER ADDITION FROM ITS PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”

WHEREAS, the City Council, by the passage and approval of Ordinance No. 2021-001, affixed the zoning classifications for each and every property located within the city in accordance with the Official Zoning Map as approved with said ordinance; and

WHEREAS, the purpose of this Ordinance is to amend the Official Zoning Map by amending the zoning classification of the Real Property (“Property”) described herein; and

WHEREAS, the Planning and Zoning Commission, after conducting a public hearing on the matter, deliberated the merits of the proposed amendment of zoning classification and has made a report and recommendation to City Council; and

WHEREAS, in passing and approving this ordinance it is legislatively found the Planning and Zoning Commission and City Council complied with all notice, hearing and meetings requirements set forth in Texas Local Government Chapter 211; Texas Government Code Chapter 551, the City Charter; and Chapter 118, of the Code of Ordinances; and

WHEREAS, it is further legislatively found that this proposed zoning reclassification of property does not require an amendment to the Future Land Use Plan; and

WHEREAS, City Council, after considering the testimony and comments of the public, reports and recommendations of City Staff and the Planning and Zoning Commission, and the deliberation of its members, by passage and approval of this Ordinance hereby determines the action taken herein is meritorious and beneficial to the public health, safety, and welfare.

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

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

Section two. Property. The Property that is the subject to this Zoning District Reclassification is known as: 1815 S WATER ST, GALLOWAY HAMMOND RV PARK, (LEGALLY DESCRIBED AS: BEING A 7.84 ACRE TRACT OF LAND, CONSISTING OF 5.54 ACRES OUT OF THE LEM TAYLOR SURVEY NO. 8 AND 2.30 ACRES OUT OF THE B.B. CASTLEBERRY SURVEY NO. 2) as shown on **Exhibit “A”** hereto.

Section three. Zoning District Reclassification. GOVERNMENT – DISTRICT “G” Zoning District Classification is hereby assigned to the Property described in section two.

Section four. Property. The Property that is the subject to this Zoning District Reclassification is known as: 301 GARDEN TRAIL, HALEY NELSON PARK, (LEGALLY DESCRIBED AS: 51.25 ACRE TRACT OF LAND OUT OF THE JOHN HAMILTON SURVEY NO. 1) as shown on **Exhibit “B”** hereto.

Section five. Zoning District Reclassification. GOVERNMENT – DISTRICT “G” Zoning District Classification is hereby assigned to the Property described in section four.

Section six. Property. The Property that is the subject to this Zoning District Reclassification is legally described as ABS A0187 B.B. CASTLEBERRY, 1.15 ACRES as shown on **Exhibit “C”** hereto.

Section seven. Zoning District Reclassification. GOVERNMENT – DISTRICT “G” Zoning District Classification is hereby assigned to the Property described in section six.

Section eight. Property. The Property that is the subject to this Zoning District Reclassification is legally described as: ABS A0187 B.B. CASTLEBERRY, TRACT CEMETERY, 0.4 ACRES as shown on **Exhibit “D”** hereto.

Section nine. Zoning District Reclassification. GOVERNMENT – DISTRICT “G” Zoning District Classification is hereby assigned to the Property described in section eight.

Section ten. Property. The Property that is the subject to this Zoning District Reclassification is known as: 709 NORTHINGTON (LEGALLY DESCRIBED AS: S4150 KERR DONATION (5 AC BLOCKS) BLK 1 (PT OF 5 AC) as shown on **Exhibit “E”** hereto.

Section eleven. Zoning District Reclassification. GOVERNMENT – DISTRICT “G” Zoning District Classification is hereby assigned to the Property described in section ten.

Section twelve. Property. The Property that is the subject to this Zoning District Reclassification is legally described as: BEING THE SOUTH ONE-HALF OF LOT NO. 1 AND ALL OF LOT NO. 2, BLK. 41, VANDERVEER/ALEXANDER as shown on **Exhibit “F”** hereto.

Section thirteen. Zoning District Reclassification. GOVERNMENT – DISTRICT “G” Zoning District Classification is hereby assigned to the Property described in section twelve.

Section fourteen. Zoning Map Revision. The City Secretary is hereby authorized and directed to revise the Official Zoning Map to reflect the change in Zoning District Classification approved by this Ordinance.

Section fifteen. Repealer. Other ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent of such conflict.

Section sixteen. Severability. This Ordinance is severable as provided in City Code Section 1-7 as same may be amended, recodified or otherwise revised.

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

PASSED on First Reading the 24th day of October 2023

PASSED AND APPROVED on this the 15th day of November 2023.

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Kelly Dix, City Secretary

Exhibit "A"

1815 S WATER ST, GALLOWAY HAMMOND RV PARK, (LEGALLY DESCRIBED AS:
BEING A 7.84 ACRE TRACT OF LAND, CONSISTING OF 5.54 ACRES OUT OF THE
LEM TAYLOR SURVEY NO. 8 AND 2.30 ACRES OUT OF THE B.B. CASTLEBERRY

SURVEY NO. 2)



Exhibit "B"

301 GARDEN TRAIL, HALEY NELSON PARK, (LEGALLY DESCRIBED AS: 51.25
ACRE TRACT OF LAND OUT OF THE JOHN HAMILTON SURVEY NO. 1)

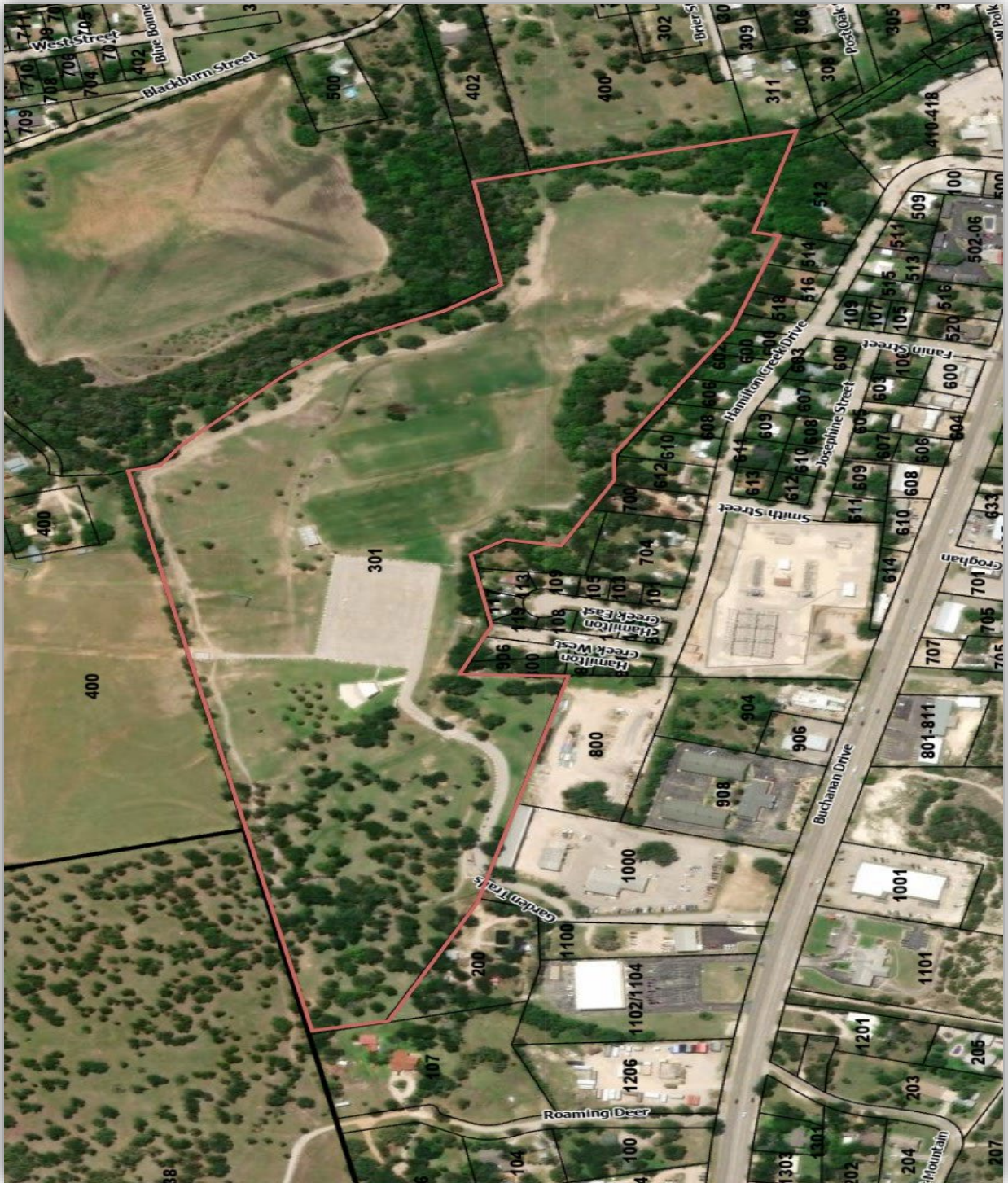


Exhibit "C"
ABS A0187 B.B. CASTLEBERRY, 1.15 ACRES

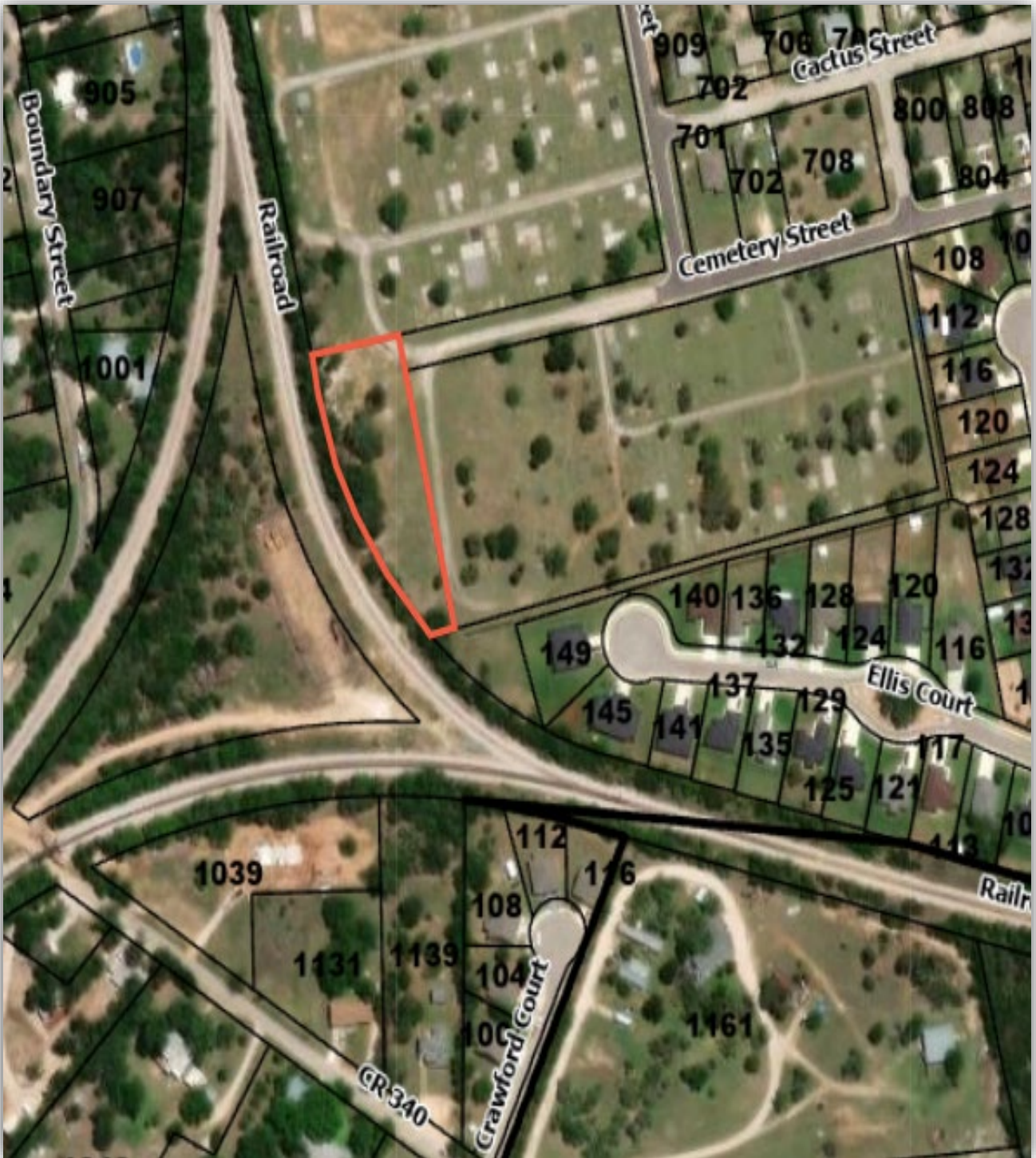


Exhibit "D"
ABS A0187 B.B. CASTLEBERRY, TRACT CEMETERY, 0.4 ACRES



Exhibit "E"

709 NORTHINGTON (LEGALLY DESCRIBED AS: S4150 KERR DONATION (5 AC BLOCKS) BLK 1 (PT OF 5 AC))

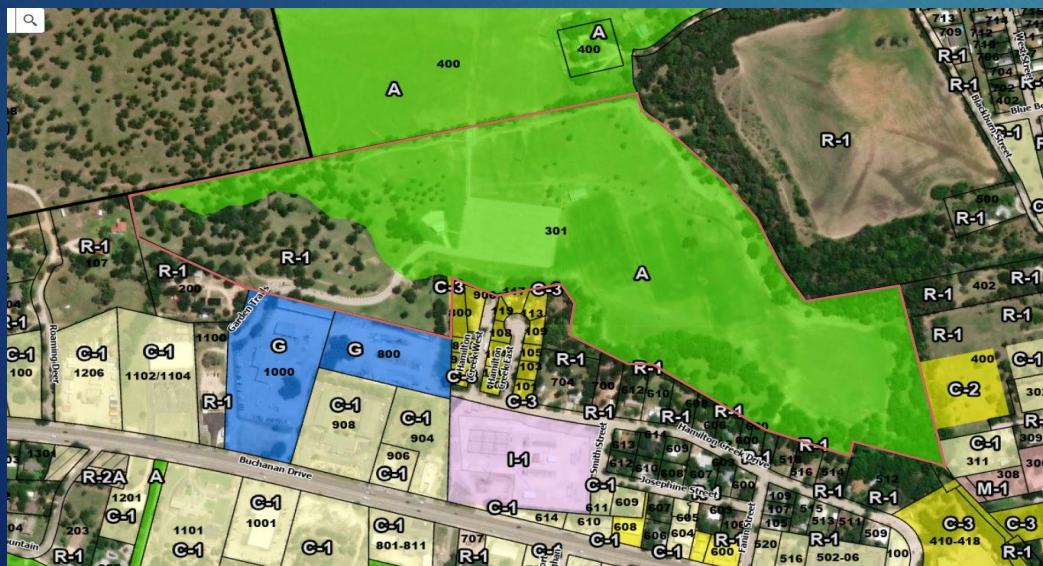
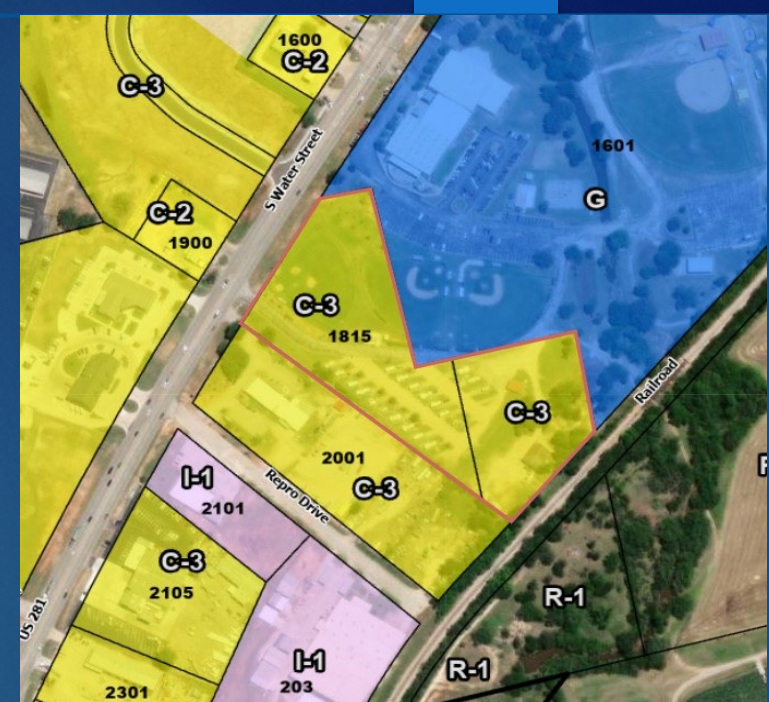


Exhibit "F"
BEING THE SOUTH ONE-HALF OF LOT NO. 1 AND ALL OF LOT NO. 2, BLK. 41,
VANDERVEER/ALEXANDER



FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING PROPERTY KNOWN AS 1815 S WATER ST, GALLOWAY HAMMOND RV PARK, FROM ITS PRESENT DESIGNATION OF HEAVY COMMERCIAL – DISTRICT “C-3” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY KNOWN AS 301 GARDEN TRAIL, HALEY NELSON PARK, FROM ITS PRESENT DESIGNATION OF AGRICULTURE – DISTRICT “A” AND SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY LEGALLY DESCRIBED AS: ABS A0187 B.B. CASTLEBERRY, 1.15 ACRES, FROM ITS PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY LEGALLY DESCRIBED AS ABS A0187 B.B. CASTLEBERRY, TRACT CEMETERY, 0.4 ACRES, FROM ITS PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; PROPERTY KNOWN AS 709 NORTHINGTON STREET, BOYS AND GIRLS CLUB, FROM ITS PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”; AND PROPERTY LEGALLY DESCRIBED AS: BEING THE SOUTH ONE-HALF OF LOT NO. 1 AND ALL OF LOT NO. 2, BLK. 41, VANDERVEER/ALEXANDER ADDITION FROM ITS PRESENT DESIGNATION OF SINGLE-FAMILY RESIDENTIAL – DISTRICT “R-1” TO A DESIGNATION OF GOVERNMENT – DISTRICT “G”: L. KIMBLER







**Requested Zoning: District
“G” – Government and
Public Institutional District.**

**Properties are owned by the
City of Burnet – City initiated
request to allow to rezone
property to Government**



**Public
Notification:**

**Notices were mailed to 91
surrounding property
owners. Zero responses
have been received in
favor or opposition**

Public Hearing

- ▶ Public hearing opened by Chair
- ▶ Limit 3 minutes per speaker

Discussion

- ▶ Discuss and consider the first reading of ordinance 2023-45 as presented.





Finance

ITEM 4.2

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

Action

Meeting Date: November 14, 2023

Agenda Item: Discuss and consider action: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE 2022-38; THE ORIGINAL BUDGET ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023 FOR THE CITY OF BURNET, TEXAS, FUNDING ACCOUNTS IN BUDGET DUE TO UNFORESEEN SITUATIONS; CONTAINING FINDINGS; PROVIDING FOR SAVINGS AND SEVERABILITY: P. Langford

Background:

Information: This ordinance provides for fiscal year 2022-2023 budget amendments as listed on Attachment "A".

Fiscal Impact: As noted on Attachment "A"

Recommendation: Approve and adopt Ordinance 2023-46 as presented

ORDINANCE NO. 2023-46

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE 2022-38; THE ORIGINAL BUDGET ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023, FOR THE CITY OF BURNET, TEXAS, FUNDING ACCOUNTS IN BUDGET DUE TO UNFORESEEN SITUATIONS; CONTAINING FINDINGS; PROVIDING FOR SAVINGS AND SEVERABILITY.

WHEREAS, the City of Burnet, Texas Fiscal Year 2022-2023 Budget was adopted by Ordinance 2022-38 within the time and in the manner required by State Law; and

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

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

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

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

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

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

Section 1. Findings

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

Section 2. Purpose

The City of Burnet, Texas, Fiscal Year 2022-2023 Budget is hereby amended to reflect the effect of unforeseen circumstances, as reflected in attachment "A",

Section 3. Savings/Repealing Clause

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

Section 4. Severability

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

PASSED AND APPROVED the First Reading on this the 24th day of October 2023.

FINALLY PASSED AND APPROVED on this the 14th day of November 2023.

Gary Wideman, Mayor

ATTEST:

Kelly Dix, City Secretary

Attachment A

1. **\$400,000 increase in Electric fund expenses to transfer excess reserves to the General Fund.** The cost will be covered by fund balance.
2. **\$450,000 increase in Water and Wastewater fund expenses to transfer excess reserves to the General Fund.** The cost will be covered by fund balance.
3. **\$40,000 increase in General Fund Capital Project budget for the purchase of Fire Department all-terrain vehicle with skid unit.** The cost will be covered by general fund reserves. (Presented to council on 8/22/2023).
4. **\$112,975 increase in Electric Fund Capital Project budget for the early purchase of the chassis for the new Digger Derrick Truck included in the 2023-2024 budget.** The cost will be covered by reserves. (Presented to council on 8/8/2023).
5. **\$630,000 increase in the Electric Fund operating expenses for increased cost of power.** The cost will be covered by the increased revenues from electric sales.
6. **\$75,000 increase in Golf Course operating budget for increases in Purchases for Resale.** The cost will be covered by increased revenues from Pro shop and Snack Bar sales.
7. **\$1,060 increase in Debt Service fund expenses for increasing service fees.** The cost will be covered by transfers from the Water and Wastewater operating fund.

Year End Budget Amendments for Fiscal Year 2022-2023

First reading of the Ordinance

November 14, 2023

Attachment A

1. \$400,000 increase in Electric fund expenses to transfer excess reserves to the General Fund.

2. \$450,000 increase in Water and Wastewater fund expenses to transfer excess reserves to the General Fund.

3. \$40,000 increase in General Fund Capital Project budget for the purchase of Fire Department all-terrain vehicle with skid unit.

4. \$112,975 increase in Electric Fund Capital Project budget for the early purchase of the chassis for the new Digger Derrick Truck included in the 2023-2024 budget.

5. \$630,000 increase in the Electric Fund operating expenses for increased cost of power.

6. \$75,000 increase in Golf Course operating budget for increases in Purchases for Resale.

7. \$1,060 increase in Debt Service fund expenses for increasing service fees.

Questions?



Development Services

ITEM 4.3

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

Action

- Meeting Date:** November 14, 2023
- Agenda Item:** Discuss and consider action: Award Request for Proposal (RFP) 2023-010 Fire Station Roof Replacement Project bid and authorize the City Manager to execute the contract: E. Belaj
- Background:** The Fire Station roof was damaged from the last hailstorm. City staff reached out to contractors and found that the cost would exceed the \$50K bidding threshold, and thus advertised the roof replacement for bid. In the meantime, our insurance company visited the site and noted that the claim amount for such damages was \$47,949.86.
- Information:** The City recently had bid opening for this project. The bid opening was on October 5, 2023, at 11 A.M. where there were received ten bids. The proposed improvements up for bid consist of removing the old roof and associated components and replace with a new 30-year roof. Attached is a summary list of the bids.
- Bids:** **Westrock Construction** Offered the City the best value for this project although this bid was the third lowest at was the lowest and best value bidder offered the best value to the City at **\$56,392.00**. The bid DOES NOT include an added alternate. The project was estimated to cost under \$65K. This contractor has until January to complete the work. See attached tabulated bids.
- Qualification:** City staff determined that this construction company has constructed many similar projects around the Central Texas area. Moreover, the staff reviewed the qualifications of all the bids, including the two lower bids, and found their qualifications either lacking or unverifiable from the information submitted. Council may elect to take staff's recommendation below, reject all bids, or proceed with further evaluation.
- Fiscal Impact:** City has the budgeted funds from the bond proceeds for this project including.

Recommendation: Staff Recommendation is to award the bid of RFP2023-010 to the best value bid, Westrock Construction.



CITY OF BURNET, TEXAS
 1001 Buchanan Dr.
 Burnet, Tx 78611

Bid Date: October 5, 2023 @ 11:00 a.m.

Calendar Days: 30 Substantial - 40 Final

BID SUMMARY
 Fire Sta No. 1 Roof Replacement
 RFP: 2023-10

Bid Set Deposit - \$FREE
 Project ID: N/A
 If handwritten, please write legibly

#	Name of Bidder / Company	Bid Bond Enclosed	Aknowledge Addenda No. 1	Aknowledge Addenda No. 2	Base Bid Amount	Alt. 1 Amount	Alt. 2 Amount	Alt. 3 Amount	Alt. 4 Amount	Total Bid (Alt Incl)
1	March Roofing	X	✓		68,757-					
2	Jams Coustruction LLC	X	✓		65,000-					
3	Fry Roofing Inc.	X	✓		69,015.24					
4	USA Home Roofing & Exteriors LLC	X	✓		64,715-					
5	Scope Twenty Eight LLC	X	✓		55,674.95					
6	Techline Roofing + Restoration LLC	X	✓		58,650-					
7	West Rock Contractors	X	✓		56,392-					



CITY OF BURNET, TEXAS
1001 Buchanan Dr.
Burnet, Tx 78611

Bid Date: October 5, 2023 @ 11:00 a.m.

Calendar Days: 30 Substantial - 40 Final

BID SUMMARY
Fire Sta No. 1 Roof Replacement
RFP: 2023-10

Bid Set Deposit - \$FREE
Project ID: N/A
If handwritten, please write legibly

#	Name of Bidder / Company	Bid Bond Enclosed	Aknowledge Addenda No. 1	Aknowledge Addenda No. 2	Base Bid Amount	Alt. 1 Amount	Alt. 2 Amount	Alt. 3 Amount	Alt. 4 Amount	Total Bid (Alt Incl.)
1	MVI Construction	X	✓		43,426.63					
2	WM Roofing	X	✓		75,695.75					
3	STX Buikon LLC	X	✓		64,912					
4										
5										
6										
7										

CONTRACTOR RATING SHEET

Date: November 3, 2023

Project: Fire Station

Evaluator's Name:	Westrock	MVI	Scope 28	March roofing	Jams Const	Fry Roofing	USA Home Roof	Techline	WM Roofing	STX Builcon
EB	86	60	71	45	67	25	37	50	48	52
MI	87	40	71	35	37	25	47	45	63	37
CM	81	50	66	25	67	25	47	30	63	77
N/A										
Average:	84.7	50.0	69.3	35.0	57.0	25.0	43.7	41.7	58.0	55.3

*Total rating is based on a scale of 1-100.

Apparent Ranking of Submitters:

1. Westrock
2. Scope 28
3. WM Roofing

FD ROOF BID AWARD

BACKGROUND

PROJECT INFORMATION

- Roof had Hail Damage
- Replace 14K SF of Roof.
- Insurance Co. noted \$47,949.86 worth of damage
- Unofficial bids were \$65K-\$75K
- Bid the project to comply with bid laws.
- Received 10 Bids



FD ROOF BID AWARD

BACKGROUND

Review BIDs

- Bid Tab attached
- Ranging from \$43K to \$76K.
- Companies from Houston to South Tx, to West Tx and DFW.
- Ranked all the bids based on:
 - 40% Cost
 - 40% Experience
 - 20% Other Factors

CITY OF BURNET, TEXAS 1001 Buchanan Dr. Burnet, Tx 78611		Bid Date: October 5, 2023 @ 11:00 a.m.								
BID SUMMARY Fire Sta No. 1 Roof Replacement RFP: 2023-10		Calendar Days: 30 Substantial - 40 Final								
		Bid Set Deposit - \$FREE Project ID: N/A If handwritten, please write legibly								
#	Name of Bidder / Company	Bid Bond Enclosed	Acknowledge Addenda No. 1	Acknowledge Addenda No. 2	Base Bid Amount	Alt. 1 Amount	Alt. 2 Amount	Alt. 3 Amount	Alt. 4 Amount	Total Bid (Alt. Inc.)
1	March Roofing	X	✓		68,757-					
2	Jams Construction LLC	X	✓		65,000-					
3	Fry Roofing Inc.	X	✓		69,015.24					
4	USA Home Roofing & Exteriors LLC	X	✓		64,715-					
5	Scope Twenty Eight LLC	X	✓		55,674.95					
6	Techline Roofing + Restoration LLC	X	✓		58,650-					
7	West Rock Contractors	X	✓		56,392-					

Westrock	MVI	Scope 28	March roofing	Jams Const
\$ 56,392.00	\$ 43,426.63	\$ 55,674.95	\$ 68,757.00	\$ 65,000.00

Fry Roofing	USA Home Roof	Techline	WM Roofing	STX Builcon
\$ 69,015.24	\$ 64,715.00	\$ 58,650.00	\$ 75,695.75	\$ 64,912.00

FD ROOF BID AWARD

BACKGROUND

Review BIDs Found that

Key: Law does not allow us to ask for additional information after bids are opened.

Some provided no experience.

Some used subs but no experience.

The only bidder with verifiable experience was the third lowest.

One listed only projects they are currently bidding on.



FD ROOF BID AWARD

AWARD

- Recommend Award the bid to **Westrock Construction** in the amount of **\$56,392.00**

CONTRACTOR RATING SHEET

Date:	November 3, 2023									
Project:	Fire Station									
Evaluator's Name:	Westrock	MVI	Scope 28	March roofing	Jams Const	Fry Roofing	USA Home Roof	Techline	WM Roofing	STX Builcon
EB	86	60	71	45	67	25	37	50	48	52
MI	87	40	71	35	37	25	47	45	63	37
CM	81	50	66	25	67	25	47	30	63	77
N/A										
Average:	84.7	50.0	69.3	35.0	57.0	25.0	43.7	41.7	58.0	55.3
*Total rating is based on a scale of 100										
Apparent Ranking of Submitters:										
1. Westrock										
2. Scope 28										
3. WM Roofing										





Development Services

ITEM 4.4

Leslie Kimbler
Planner
512-715-3215
lkimbler@cityofburnet.com

Action

Meeting Date: November 14, 2023

Action Item: Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING VARIANCES TO THE CODE OF ORDINANCES, SECTION 98-48 – BLOCKS FOR THE PROPOSED PRELIMINARY PLAT OF SPRINGSIDE ESTATES SUBDIVISION: L. Kimbler

Background: The proposed Preliminary Plat of Springside Estates Subdivision (Exhibit A) is a single-family residential subdivision on approximately 43 acres. The proposed subdivision will create 21 half-acre residential lots and 58 quarter-acre lots.

The subdivision is broken up into two tracts of land; one of which abuts the Burnet Municipal Airport, and the second is surrounded by the Delaware Springs Golf Course, holes 5 and 6. It will gain access from Delaware Springs Blvd. and Oak Vista Drive.

Information: The requested variance (Exhibit B) pertains to the requirements outlined in Code of Ordinances Sec. 98-48(1)(b) which states: “Residential blocks shall not exceed 600 feet nor be less than 300 feet in length.”

The City of Burnet Code of Ordinances Sec. 98-82 states the following regarding variances to the subdivision standards:

“In granting approval of a request for variance, the Commission and Council shall conclude that the variance is not contrary to the public interest and, due to special conditions, a literal enforcement of this chapter would result in unnecessary hardship, and so that the variance observes the spirit of this chapter and concludes that substantial justice is done. The Commission and Council shall meet these requirements by making findings that:

a. The public convenience and welfare will be substantially served;

- b. The appropriate use of surrounding property will not be substantially or permanently impaired or diminished;
- c. The applicant has not created the hardship from which relief is sought;
- d. The variance will not confer upon the applicant a special right or privilege not commonly shared or available to the owners of similar and surrounding property;
- e. The hardship from which relief is sought is not solely of an economic nature;
- f. The variance is not contrary to the public interest;
- g. Due to special conditions, the literal enforcement of this chapter would result in an unnecessary hardship; and
- h. In granting the variance the spirit of the ordinance is observed and substantial justice is done.

Staff Analysis: Staff has evaluated the variance requests and has determined that, due to the subdivisions unique shape and layout, as well as the surrounding airport and golf course, and the limited access onto the property, the requested variance would meet the criterion of the code.

P&Z Report: Planning and Zoning Commission met on Monday, November 6th and did recommend approval of Resolution R2023-76 as presented.

RESOLUTION NO. R2023-76

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING VARIANCES TO THE CODE OF ORDINANCES, SECTION 98-48 – BLOCKS FOR THE PROPOSED PRELIMINARY PLAT OF SPRINGSIDE ESTATES SUBDIVISION

Whereas, Code of Ordinances, Section 98-48, imposes lengths for residential blocks within the Subdivision; and

Whereas, the applicant has petitioned for a variance to the Code of Ordinances; and

Whereas, the Planning and Zoning Commission has recommended the variance be granted:

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

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

Section two. Findings. As required by City Code Sec. 98-82 City Council finds:

- Granting the variance is not contrary to the public interest: **approving the variance allows the developer to maximize the use of the land while still preserving the surrounding golf course and municipal airport.**
- The literal enforcement of this chapter would result in unnecessary hardship: **due to the proposed subdivision's unique size and shape due to the surrounding airport and golf course, the literal enforcement of this chapter would result in unnecessary hardship.**
- The variance observes the spirit of the ordinance and concludes that substantial justice is done: **staff has determined that all other requirements of the code are adhered to and therefore, the spirit of the ordinance is observed and substantial justice is done.**

Section three. Approval. The variance request is hereby approved and granted.

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 14th day of November 2023.

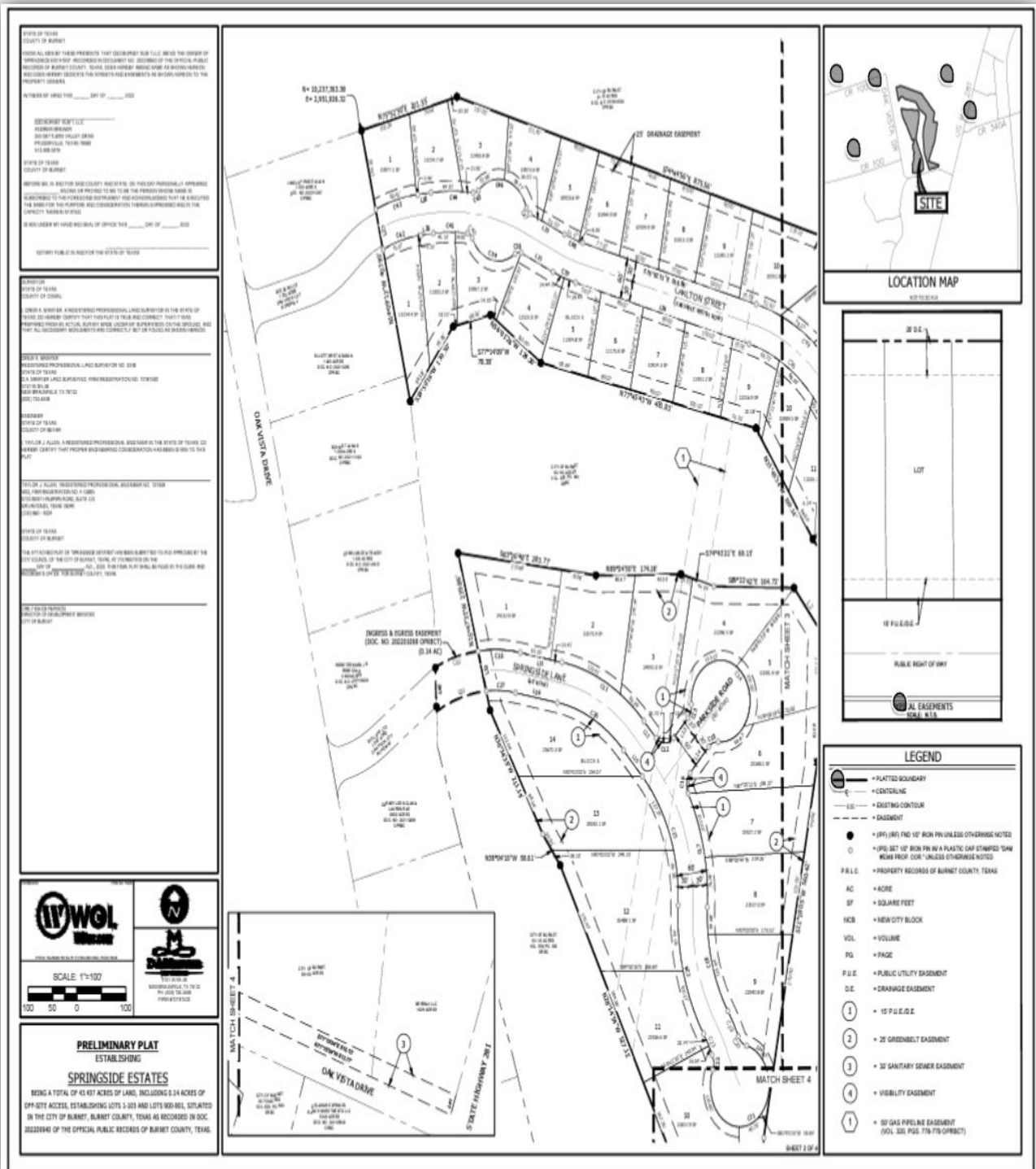
CITY OF BURNET, TEXAS

ATTEST:

Gary Wideman, Mayor

Kelly Dix, City Secretary

Plat Page 2



STATE OF TEXAS
COUNTY OF BURNET

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires _____ day of _____, 20__.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS
COUNTY OF BURNET

BEFORE ME, a Notary Public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires _____ day of _____, 20__.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS
COUNTY OF BURNET

BEFORE ME, a Notary Public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires _____ day of _____, 20__.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS
COUNTY OF BURNET

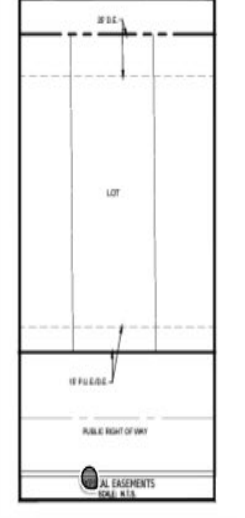
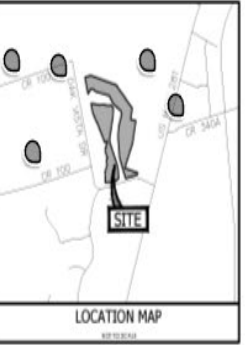
BEFORE ME, a Notary Public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires _____ day of _____, 20__.

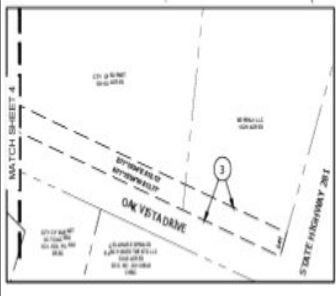
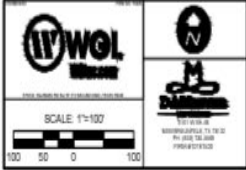
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRELIMINARY PLAT
ESTABLISHING
SPRINGSIDE ESTATES

BEING A TOTAL OF 43.67 ACRES OF LAND, INCLUDING 0.24 ACRES OF OFF-SITE ACCESS, ESTABLISHING LOTS 1-303 AND LOTS 800-861, SITUATED IN THE CITY OF BURNET, BURNET COUNTY, TEXAS, AS RECORDED IN DOC. 202209401 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS.



- LEGEND**
- PLATTED BOUNDARY
 - - - CENTERLINE
 - - - - - DRAINING CONTOUR
 - - - - - EASEMENT
 - (8" x 8") PIN 1/2" IRON PIN UNLESS OTHERWISE NOTED
 - (8" x 8") SET 1/2" IRON PIN IN A PLASTIC CAP STAMPED "S&W" WITH PROP. CO. UNLESS OTHERWISE NOTED
 - P.L.C. PROPERTY RECORDS OF BURNET COUNTY, TEXAS
 - AC ACRE
 - SF SQUARE FEET
 - N.C.B. NEW CITY BLOCK
 - VOL. VOLUME
 - PG. PAGE
 - P.U.E. PUBLIC UTILITY EASEMENT
 - D.E. DRAINAGE EASEMENT
 - 1 10' P.U.E.
 - 2 20' GREENBELT EASEMENT
 - 3 30' SANITARY SEWER EASEMENT
 - 4 VISIBILITY EASEMENT
 - 1 50' GAS PIPELINE EASEMENT (VOL. 335, PGS. 778-779 CONTRACT)



Plat Page 3

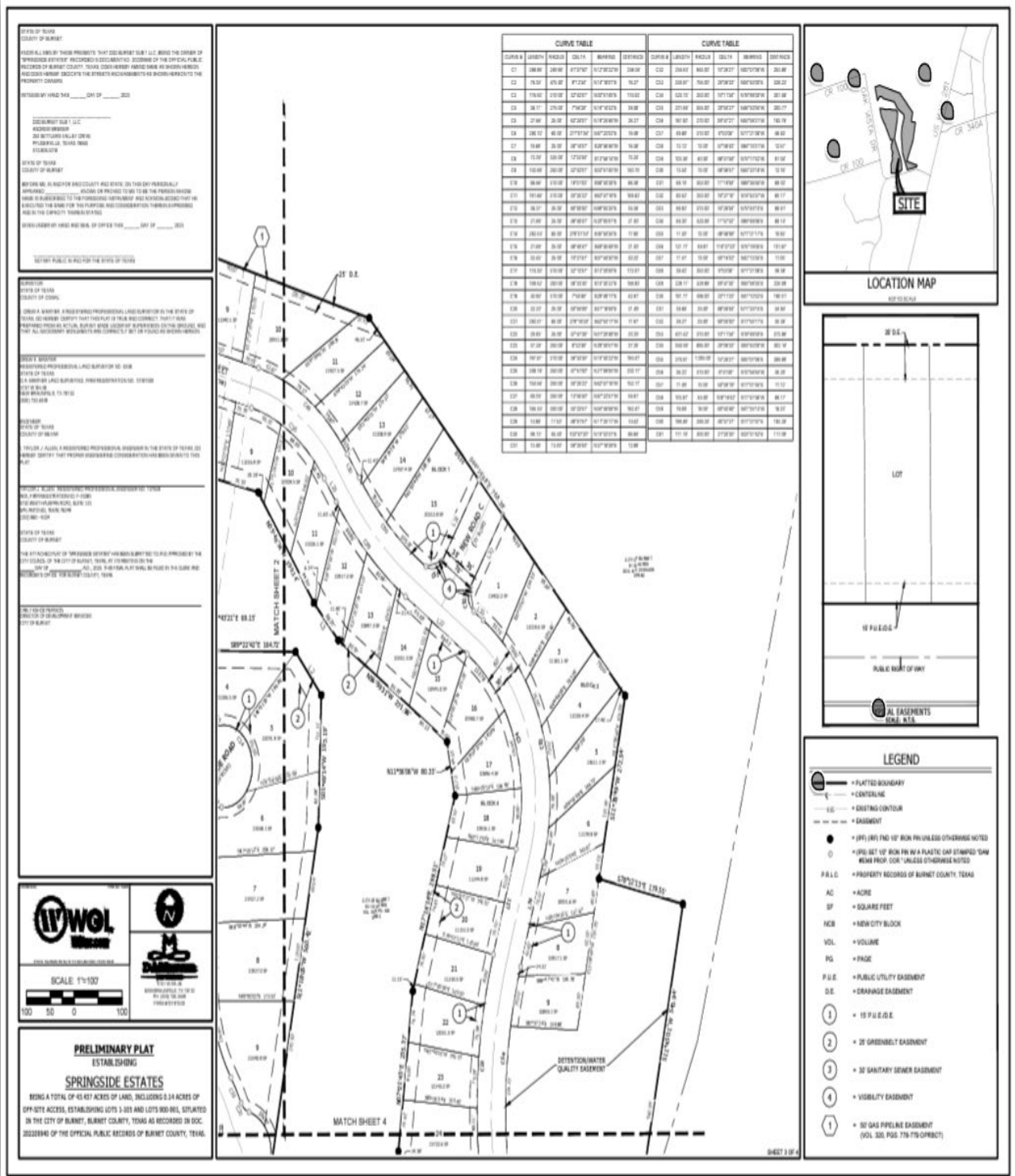


Exhibit "B" – Requested Variance



July 27, 2023

Variance Request Review
City of Burnet
Development Services Department
1001 Buchanan Drive, Suite 4
Burnet, TX 78611

Re: **Springside Estates**
Preliminary Plat
Code of Ordinances
Chapter 98, Section 48 - Blocks and Lots

To whom it may concern,

We are requesting a variance exception to the block length requirement as identified in the City of Burnet Code of Ordinances Section 98-48(1)(b), stating residential blocks shall not exceed 600 feet nor be less than 300 feet in length, except as otherwise provided for herein.

Springside Lane and Carlton Street will be a local residential streets within the proposed Springside Estates subdivision. Springside's length from Oak Vista Drive to the proposed cul-de-sac, Parkside Road is approximately 777-feet and the length from Parkside Road to the the cul-de-sac is approximately 527-feet. Carlton Street's length from Delaware Springs Boulevard to the proposed "New Road C" intersection is approximately 1,900-feet and the length from "New Road C" to the Oak Vista Drive intersection is approximately 1,560-feet.

Under the terms of Section 98-82, A variance to the provisions of this chapter shall be considered an exception to the regulations, rather than a right. Whenever a tract to be developed is of such unusual size or shape or is surrounded by development of such unusual conditions that the strict application of the requirements contained in this chapter would result in substantial hardship or inequity. The proposed subdivision is bound on the eastern and western sides by the Delaware Springs Golf Course, due to the project's vicinity to the golf course along with the recently enacted "Municipal Golf Course Vegetative Buffer Requirements", the developable area for this Springside Estates is severely limited and cross connectivity is not feasible through the golf course property. The property in question is currently zoned Single-family Residential – District R-1 which establishes lot depth, width, and area requirements for the development.

The Springside Estates subdivision design is driven by constraints imposed by the existing street system and the subject property's size and configuration. The subdivision's design is consistent with the closely adjacent residential developments in the area and smoothly meshes with the existing street system and topography.

Exhibit "B" – Requested Variance pg. 2

In conclusion,

- The public convenience and welfare will be substantially served.
- The Springside Estates subdivision design meshes with adjacent residential development and the existing street system with the intent that the appropriate use of surrounding property will not be substantially or permanently impaired or diminished.
- The design constraints imposed on this subdivision are imposed by the property configuration, existing topography, existing street system and adjacent development limitations. Therefore, the applicant has not self-imposed this hardship.
- Granting this variance will allow for a subdivision design that meshes with existing street and drainage patterns and aligns with adjacently developed residential subdivisions. This variance will not confer upon the applicant a special right or privilege not commonly shared by similar and surrounding property.
- The subdivision design is based on property configuration, existing topography, and existing street systems. These factors are not economic in nature.
- Based on factors already addressed in this report, granting the variance will not be contrary to the public interest.
- Due to special conditions, the literal enforcement of this chapter would result in an unnecessary hardship as the configuration of this property limits the developable area. The subdivision design is intended to provide efficient use of the land available to the property owners, while protecting the value, use and enjoyment of surrounding properties.
- In our professional opinion, the proposed administrative exception/variance remains in harmony with the spirit and intent of the UDC as it will not adversely affect the health, safety, or welfare of the public.

We appreciate your consideration regarding this matter. If you have any questions, please feel free to contact our office.

Sincerely,

WGI, Inc.

Texas Engineering Firm No. F-15085

Erin Sandoval, E.I.T.
Senior Graduate Engineer



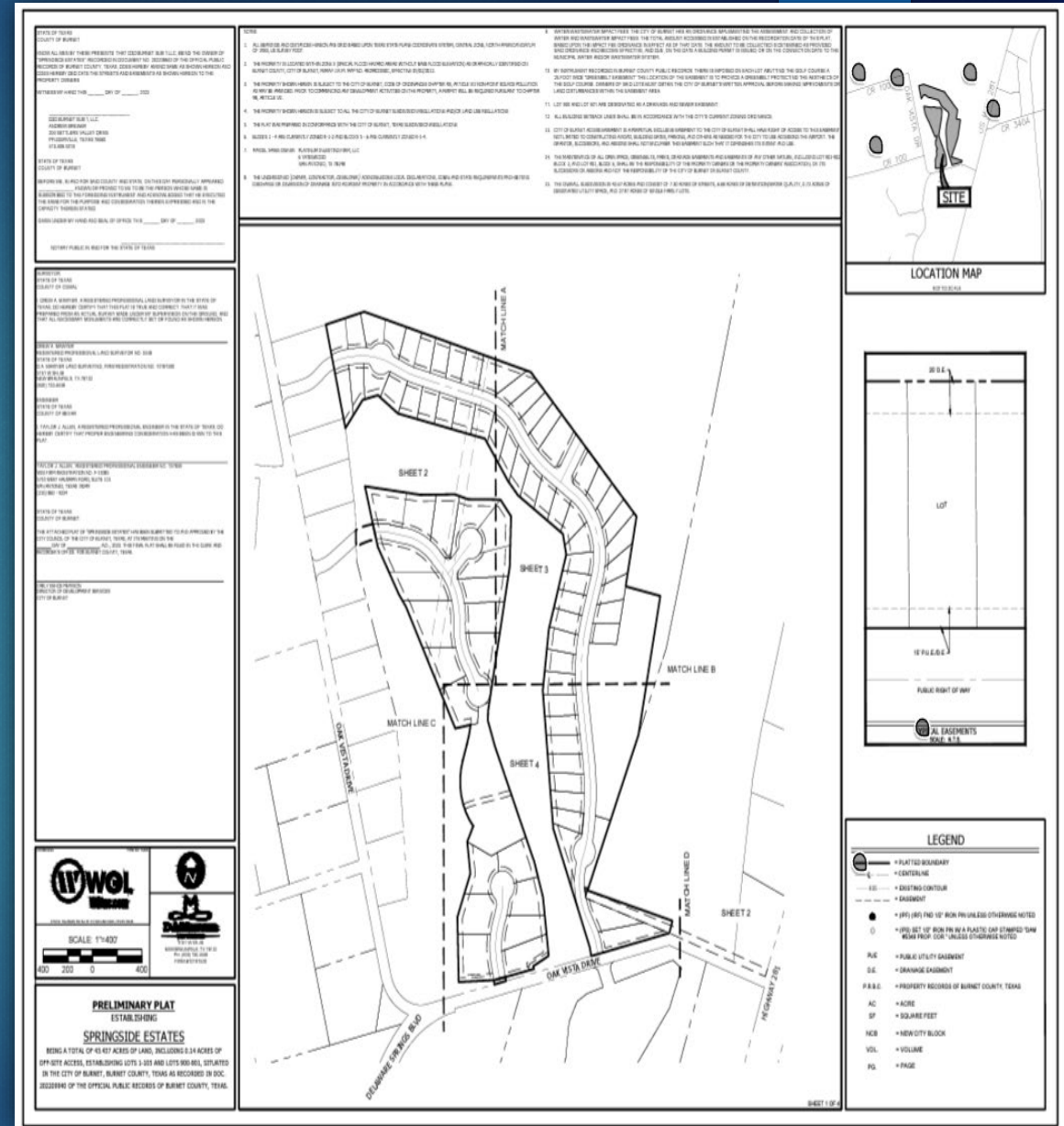
- ▶ **Discuss and consider action:** A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, **APPROVING A VARIANCE** TO THE CODE OF ORDINANCES, SECTION 98-48 – BLOCKS AND LOTS FOR THE PROPOSED PRELIMINARY PLAT OF SPRINGSIDE ESTATES SUBDIVISION



Variance Requests

This Springside Estates Subdivision will be served by four new roads; Carlton Street and Springside Lane do not meet the allowable length requirements in the City of Burnet's code of ordinances, Sec. 98-48, and therefore will require approval of a subdivision variance prior to the plat's consideration.

- Sec. 98-48(1)(b) states: "Residential blocks shall not exceed 600 feet nor be less than 300 feet in length."
- The City of Burnet Code of Ordinances Sec. 98-82 states the following regarding variances to the subdivision standards: *"In granting approval of a request for variance, the Commission and Council shall conclude that the variance is not contrary to the public interest and due to special conditions, a literal enforcement of this chapter would result in unnecessary hardship, and so that the variance observes the spirit of this chapter and concludes that substantial justice is done."*



Staff Analysis

Staff has reviewed the criteria and does feel believe the requested variance would meet the criterion of the code.

Planning and Zoning met on November 6th and recommended approval of the variances to the Code of Ordinances, Section 98-48 – Blocks for the proposed Preliminary Plat of Springside Estates Subdivision



Development Services

ITEM 4.5

Leslie Kimbler
Planner
512-715-3215
lkimbler@cityofburnet.com

Action

Meeting Date: November 14, 2023

Agenda Item: Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE PRELIMINARY PLAT OF SPRINGSIDE ESTATES, A PROPOSED 79-LOT RESIDENTIAL SUBDIVISION CONSISTING OF APPROXIMATELY 42.67 ACRES: L. Kimbler

Information: The proposed subdivision, zoned as R-1-2 for half-acre lots and R-1-4 for quarter acre lots, is located to the west of the City of Burnet Airport and the Delaware Springs Golf Course, located between holes 5 and 6. The applicant is proposing to subdivide the tract to create 79 single-family residential lots with two detention ponds and a lift station (Exhibit A).

Four new streets will be created within the subdivision: Carlton Street, Springside Lane, Barrett Street, and Parkside Road. The subdivision is also providing one street stub for future connection to adjoining property to the north of the subdivision; that street name is to be determined at the time of connection. The proposed Carlton Street and Springside Lane block lengths do exceed the allowable length in the City of Burnet's code of ordinances, Sec. 98-42, and therefore will require approval of a subdivision variance.

Lots proposed along Carlton Street will be provided with all city utilities. Lots to be created between golf course holes 5 and 6 will utilize private On-Site Sewage Facilities along with city water and electricity.

Staff Analysis: City staff and city engineer have reviewed the plat in accordance with Sec. 98-22 (entitled "Preliminary Plats") and have found the plat does generally meet the requirements as outlined in the code.

P&Z Report: Planning and Zoning Commission met on Monday, November 6th and did recommends approval of the Preliminary Plat of Springside Estates Subdivision and Resolution R2023-77.

STATE OF TEXAS
COUNTY OF BURNET:

KNOW ALL MEN BY THESE PRESENTS: THAT D3D BURNET SUB 1 LLC, BEING THE OWNER OF "SPRINGSIDE ESTATES" RECORDED IN DOCUMENT NO. 202209940 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, DOES HEREBY AMEND SAME AS SHOWN HEREON AND DOES HEREBY DEDICATE THE STREETS AND EASEMENTS AS SHOWN HEREON TO THE PROPERTY OWNERS.

WITNESS MY HAND THIS _____ DAY OF _____, 2023

D3D BURNET SUB 1, LLC.
ANDREW BREWER
204 SETTLERS VALLEY DRIVE
PUGERVILLE, TEXAS 78660
510-809-5018

STATE OF TEXAS
COUNTY OF BURNET:

BEFORE ME, IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____ KNOWN OR PROVED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2023

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SURVEYOR:
STATE OF TEXAS
COUNTY OF COMAL:

I, DREW A. MAWYER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY MONUMENTS ARE CORRECTLY SET OR FOUND AS SHOWN HEREON.

DREW A. MAWYER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5348
STATE OF TEXAS
D.A. MAWYER LAND SURVEYING, FIRM REGISTRATION NO. 10191500
5151 W SH-46
NEW BRAUNFELS, TX 78132
(830) 730-4449

ENGINEER:
STATE OF TEXAS
COUNTY OF BEXAR:

I, TAYLOR J. ALLEN, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.



TAYLOR J. ALLEN, REGISTERED PROFESSIONAL ENGINEER NO. 137939
WGI FIRM REGISTRATION NO. F-15085
5710 WEST HAUSMAN ROAD, SUITE 115
SAN ANTONIO, TEXAS 78249
(210) 860 - 9224

STATE OF TEXAS
COUNTY OF BURNET:

THE ATTACHED PLAT OF "SPRINGSIDE ESTATES" HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AT ITS MEETING ON THE _____ DAY OF _____, A.D., 2023. THIS FINAL PLAT SHALL BE FILED IN THE CLERK AND RECORDER'S OFFICE FOR BURNET COUNTY, TEXAS.

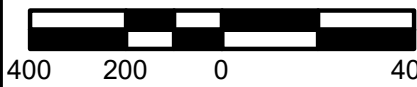
CARLY KEHOE PEARSON
DIRECTOR OF DEVELOPMENT SERVICES
CITY OF BURNET

PTD 2022 5224 FIRM NO. 10055

5151 W SH-46
NEW BRAUNFELS, TX 78132
PH: (830) 730-4449
FIRM #10191500

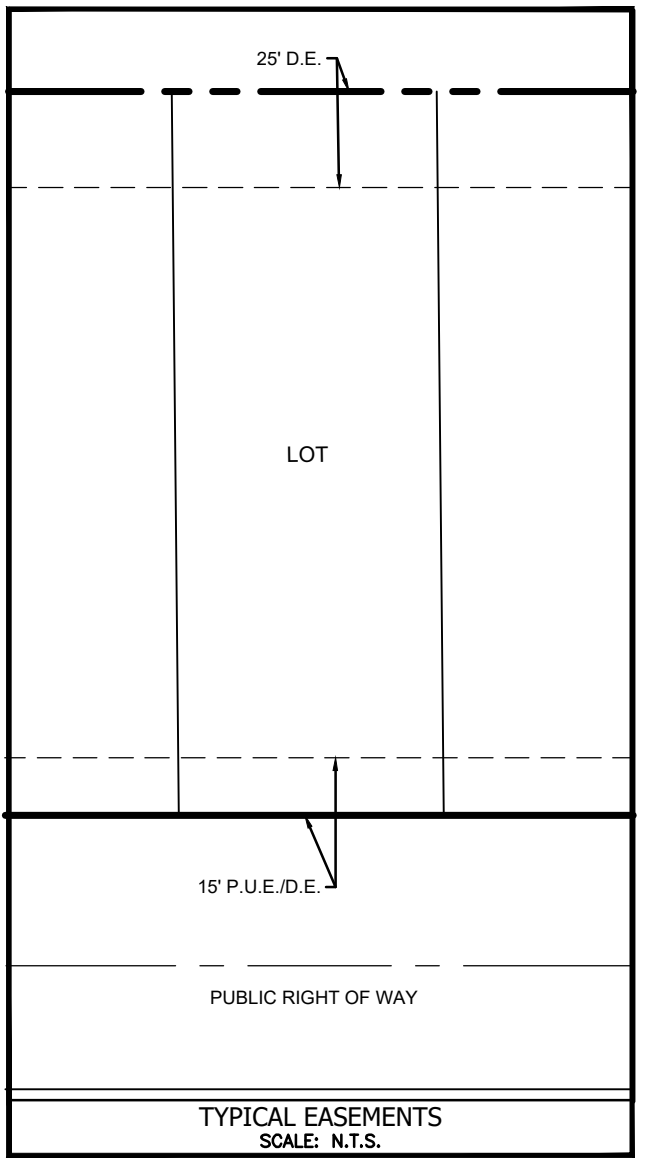
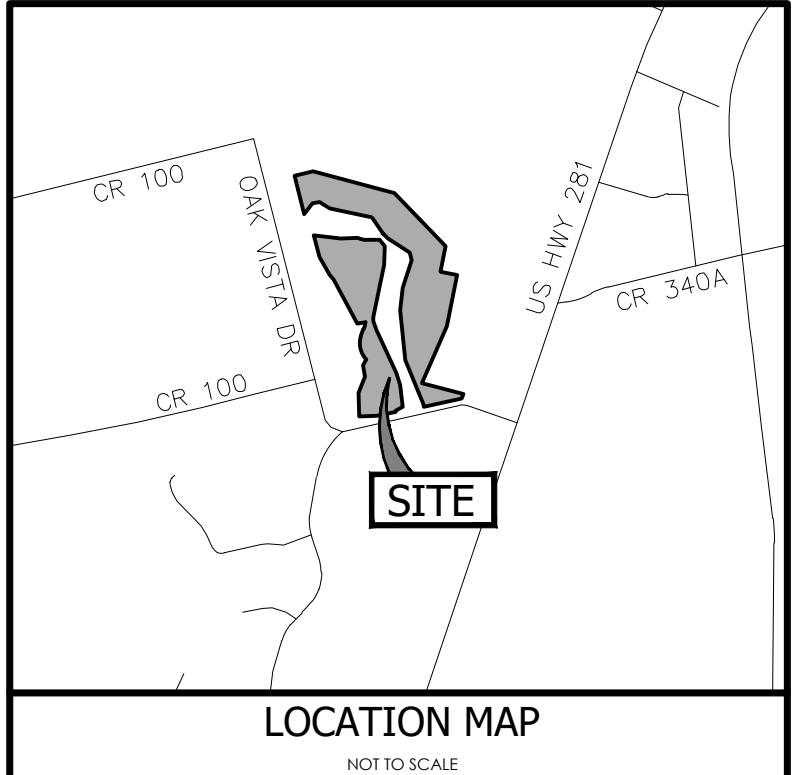
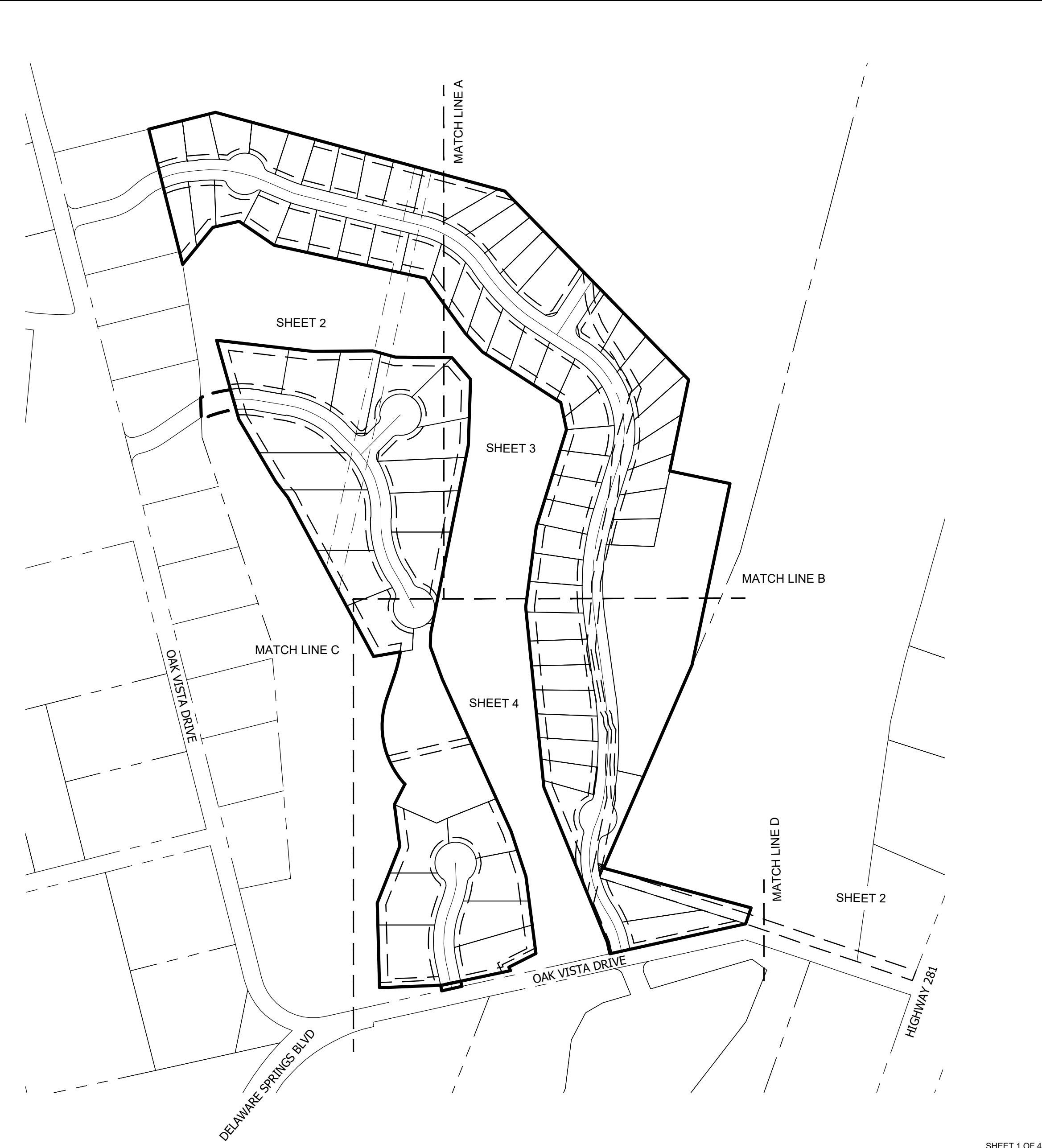
SCALE: 1"=400'



PRELIMINARY PLAT
ESTABLISHING
SPRINGSIDE ESTATES

BEING A TOTAL OF 43.437 ACRES OF LAND, INCLUDING 0.14 ACRES OF OFF-SITE ACCESS, ESTABLISHING LOTS 1-105 AND LOTS 900-901, SITUATED IN THE CITY OF BURNET, BURNET COUNTY, TEXAS AS RECORDED IN DOC. 202209940 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS.

- NOTES:
- ALL BEARINGS AND DISTANCES HEREON ARE GRID BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, US SURVEY FOOT.
 - THE PROPERTY IS LOCATED WITHIN ZONE X (SPECIAL FLOOD HAZARD AREAS WITHOUT BASE FLOOD ELEVATION) AS GRAPHICALLY IDENTIFIED ON BURNET COUNTY, CITY OF BURNET, FEMA F.I.R.M. MAP NO. 48299C0550C, EFFECTIVE 05/02/2012.
 - THE PROPERTY SHOWN HEREIN IS SUBJECT TO THE CITY OF BURNET, CODE OF ORDINANCES CHAPTER 98, ARTICLE VII NON-POINT SOURCE POLLUTION AS MAY BE AMENDED. PRIOR TO COMMENCING ANY DEVELOPMENT ACTIVITIES ON THE PROPERTY, A PERMIT WILL BE REQUIRED PURSUANT TO CHAPTER 98, ARTICLE VII.
 - THE PROPERTY SHOWN HEREON IS SUBJECT TO ALL THE CITY OF BURNET SUBDIVISION REGULATIONS AND/OR LAND USE REGULATIONS
 - THE PLAT WAS PREPARED IN CONFORMANCE WITH THE CITY OF BURNET, TEXAS SUBDIVISION REGULATIONS
 - BLOCKS 1 - 4 ARE CURRENTLY ZONED R-1-2 AND BLOCKS 5 - 6 ARE CURRENTLY ZONED R-1-4.
 - PARCEL 54965 OWNER: PLATINUM INVESTING FIRM, LLC
6 YATESWOOD
SAN ANTONIO, TX 78248
 - THE UNDERSIGNED [OWNER, CONTRACTOR, DEVELOPER] ACKNOWLEDGES LOCAL DECLARATIONS, CC&RS AND STATE REQUIREMENTS PROHIBITING DISCHARGE OR DIVERSION OF DRAINAGE INTO ADJACENT PROPERTY IN ACCORDANCE WITH THESE PLANS.
 - WATER/WASTEWATER IMPACT FEES: THE CITY OF BURNET HAS AN ORDINANCE IMPLEMENTING THE ASSESSMENT AND COLLECTION OF WATER AND WASTEWATER IMPACT FEES. THE TOTAL AMOUNT ACCESSED IS ESTABLISHED ON THE RECORDATION DATE OF THIS PLAT, BASED UPON THE IMPACT FEE ORDINANCE IN EFFECT AS OF THAT DATE. THE AMOUNT TO BE COLLECTED IS DETERMINED AS PROVIDED SAID ORDINANCE AND BECOME EFFECTIVE, AND DUE, ON THE DATE A BUILDING PERMIT IS ISSUED, OR ON THE CONNECTION DATE TO THE MUNICIPAL WATER AND/OR WASTEWATER SYSTEM.
 - BY INSTRUMENT RECORDED IN BURNET COUNTY PUBLIC RECORDS, THERE IS IMPOSED ON EACH LOT ABUTTING THE GOLF COURSE A 25-FOOT WIDE "GREENBELT EASEMENT" THE LOCATION OF THE EASEMENT IS TO PROVIDE A GREENBELT PROTECTING THE AESTHETICS OF THE GOLF COURSE. OWNERS OF SAID LOTS MUST OBTAIN THE CITY OF BURNET'S WRITTEN APPROVAL BEFORE MAKING IMPROVEMENTS OR LAND DISTURBANCES WITHIN THE EASEMENT AREA.
 - LOT 900 AND LOT 901 ARE DESIGNATED AS A DRAINAGE AND SEWER EASEMENT.
 - ALL BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE CITY'S CURRENT ZONING ORDINANCE.
 - CITY OF BURNET ACCESS EASEMENT IS A PERPETUAL EXCLUSIVE EASEMENT TO THE CITY OF BURNET SHALL HAVE RIGHT OF ACCESS TO THIS EASEMENT NOT LIMITED TO CONSTRUCTING A ROAD, BUILDING GATES, PARKING, AND OTHERS AS NEEDED FOR THE CITY TO USE ACCESSING THE AIRPORT. THE GRANTOR, SUCCESSORS, AND ASSIGNS SHALL NOT ENCUMBER THIS EASEMENT SUCH THAT IT DIMINISHES ITS INTENT AND USE.
 - THE MAINTENANCE OF ALL OPEN SPACE, GREENBELTS, PARKS, DRAINAGE EASEMENTS AND EASEMENTS OF ANY OTHER NATURE, INCLUDING LOT 901-902 BLOCK 2, AND LOT 901, BLOCK 6, SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS OR THE PROPERTY OWNERS' ASSOCIATION, OR ITS SUCCESSORS OR ASSIGNS AND NOT THE RESPONSIBILITY OF THE CITY OF BURNET OR BURNET COUNTY.
 - THE OVERALL SUBDIVISION IS 42.67 ACRES AND CONSIST OF 7.30 ACRES OF STREETS, 6.68 ACRES OF DETENTION/WATER QUALITY, 0.72 ACRES OF DESIGNATED UTILITY SPACE, AND 27.97 ACRES OF SINGLE FAMILY LOTS.



LEGEND

	= PLATTED BOUNDARY
	= CENTERLINE
	= EXISTING CONTOUR
	= EASEMENT
	= (IPF) (IRF) FND 1/2" IRON PIN UNLESS OTHERWISE NOTED
	= (IPS) SET 1/2" IRON PIN W/ A PLASTIC CAP STAMPED "DAM #5348 PROP. COR." UNLESS OTHERWISE NOTED
PUE	= PUBLIC UTILITY EASEMENT
D.E.	= DRAINAGE EASEMENT
P.R.B.C.	= PROPERTY RECORDS OF BURNET COUNTY, TEXAS
AC	= ACRE
SF	= SQUARE FEET
NCB	= NEW CITY BLOCK
VOL.	= VOLUME
PG.	= PAGE

STATE OF TEXAS
COUNTY OF BURNET:

KNOW ALL MEN BY THESE PRESENTS: THAT D3D BURNET SUB 1 LLC, BEING THE OWNER OF "SPRINGSIDE ESTATES", RECORDED IN DOCUMENT NO. 202209940 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, DOES HEREBY AMEND SAME AS SHOWN HEREON AND DOES HEREBY DEDICATE THE STREETS AND EASEMENTS AS SHOWN HEREON TO THE PROPERTY OWNERS.

WITNESS MY HAND THIS ____ DAY OF ____, 2023

D3D BURNET SUB 1, LLC.
ANDREW BREWER
204 SETTLERS VALLEY DRIVE
PFLUGERVILLE, TEXAS 78660
510-809-5018

STATE OF TEXAS
COUNTY OF BURNET:

BEFORE ME, IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____ KNOWN OR PROVED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF ____, 2023

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SURVEYOR:
STATE OF TEXAS
COUNTY OF COMAL:

I, DREW A. MAWYER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY MONUMENTS ARE CORRECTLY SET OR FOUND AS SHOWN HEREON.

DREW A. MAWYER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5348
STATE OF TEXAS
D.A. MAWYER LAND SURVEYING, FIRM REGISTRATION NO. 10191500
5151 W SH-46
NEW BRAUNFELS, TX 78132
(830) 730-4449

ENGINEER:
STATE OF TEXAS
COUNTY OF BEXAR:

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TAYLOR J. ALLEN, REGISTERED PROFESSIONAL ENGINEER NO. 137939
WGI, FIRM REGISTRATION NO. F-15085
5710 WEST HAUSMAN ROAD, SUITE 115
SAN ANTONIO, TEXAS 78249
(210) 860 - 9224

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CARLY KEHOE PEARSON
DIRECTOR OF DEVELOPMENT SERVICES
CITY OF BURNET

STATE OF TEXAS
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1710.802.9224

WGL
WGinc.com

5115 W HAUSMAN RD SUITE 115 SAN ANTONIO, TEXAS 78249

SCALE: 1"=100'

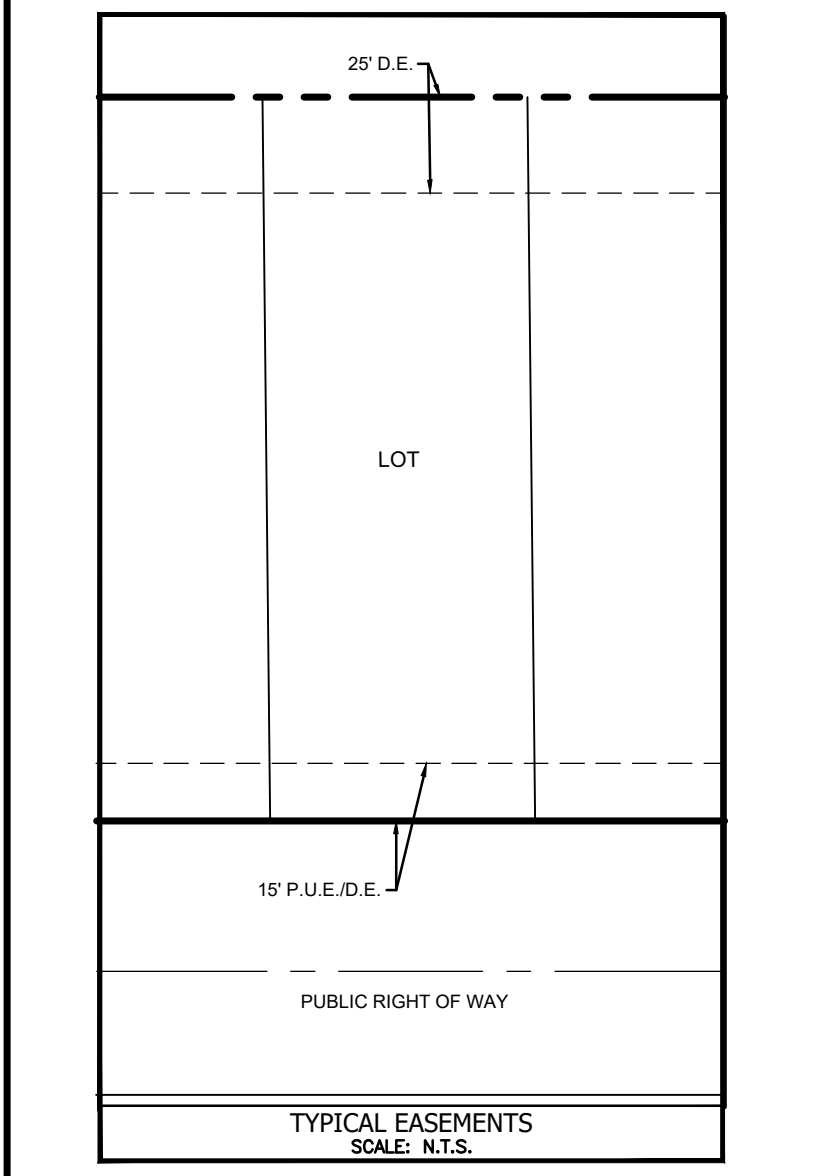
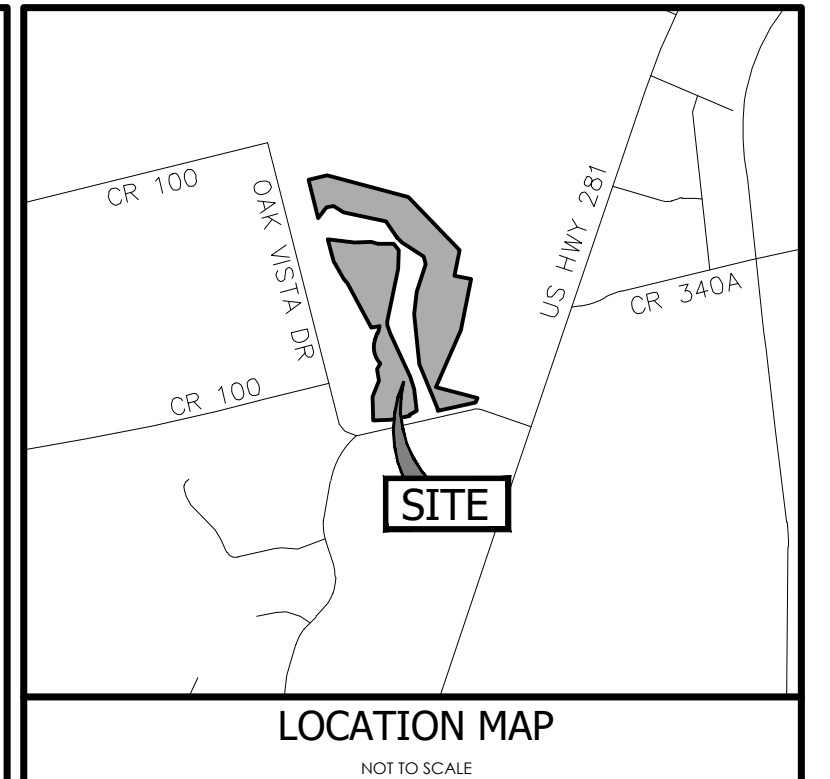
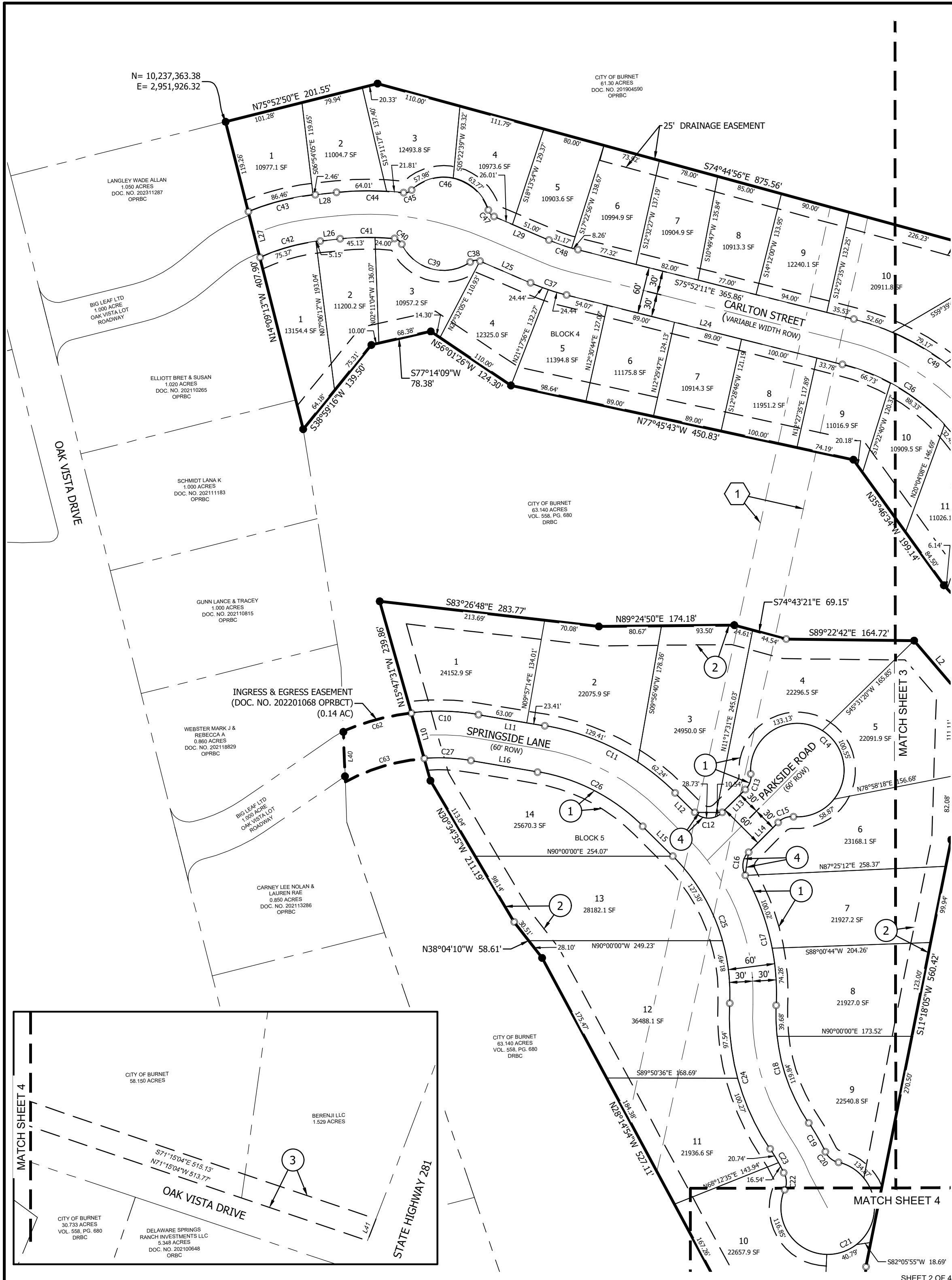
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D.A. MAWYER
LAND SURVEYING

5151 W SH-46
NEW BRAUNFELS, TX 78132
PH: (830) 730-4449
FIRM #10191500

PRELIMINARY PLAT
ESTABLISHING
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 - P.U.E. = PUBLIC UTILITY EASEMENT
 - D.E. = DRAINAGE EASEMENT
 - ① = 15' P.U.E./D.E.
 - ② = 25' GREENBELT EASEMENT
 - ③ = 30' SANITARY SEWER EASEMENT
 - ④ = VISIBILITY EASEMENT
 - ① = 50' GAS PIPELINE EASEMENT (VOL. 320, PGS. 778-779 OPRBC)

STATE OF TEXAS
COUNTY OF BURNET:

KNOW ALL MEN BY THESE PRESENTS: THAT D30 BURNET SUB 1 LLC, BEING THE OWNER OF "SPRINGSIDE ESTATES" RECORDED IN DOCUMENT NO. 202209940 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, DOES HEREBY AMEND SAME AS SHOWN HEREON AND DOES HEREBY DEDICATE THE STREETS AND EASEMENTS AS SHOWN HEREON TO THE PROPERTY OWNERS.

WITNESS MY HAND THIS ____ DAY OF ____, 2023

D30 BURNET SUB 1, LLC.
ANDREW BREWER
204 SETTLERS VALLEY DRIVE
PUGERVILLE, TEXAS 78660
510-809-5018

STATE OF TEXAS
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COUNTY OF COMAL:

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REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5348
STATE OF TEXAS
D.A. MAWYER LAND SURVEYING, FIRM REGISTRATION NO. 10191500
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NEW BRAUNFELS, TX 78132
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ENGINEER:
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WGL FIRM REGISTRATION NO. F-15085
5710 WEST HAUSMAN ROAD, SUITE 115
SAN ANTONIO, TEXAS 78249
(210) 860 - 9224

STATE OF TEXAS
COUNTY OF BURNET:


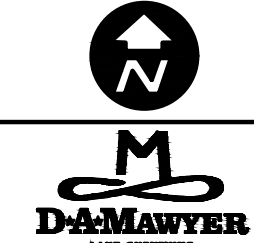
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CARLY KEHOE PEARSON
DIRECTOR OF DEVELOPMENT SERVICES
CITY OF BURNET

STATE OF TEXAS
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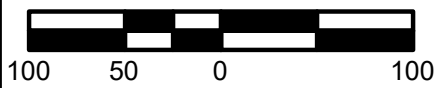
THE ATTACHED PLAN OF "SPRINGSIDE ESTATES" HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AT ITS MEETING ON THE ____ DAY OF ____, A.D., 2023. THIS FINAL PLAN SHALL BE FILED IN THE CLERK AND RECORDER'S OFFICE FOR BURNET COUNTY, TEXAS.

P103002 02/24 FIRM NO. 101505

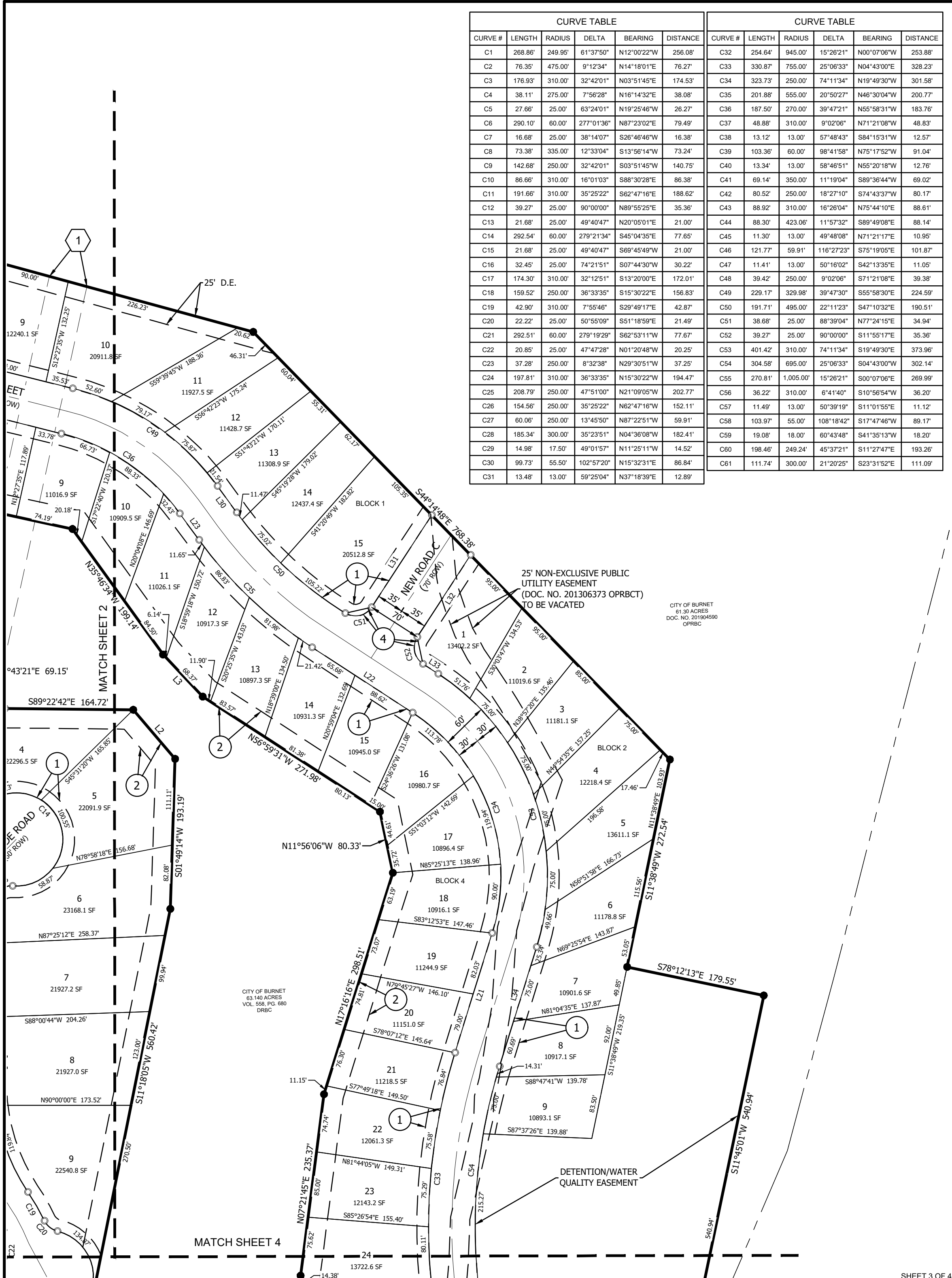
5151 W SH-46
NEW BRAUNFELS, TX 78132
PH: (830) 730-4449
FIRM #10191500

SCALE: 1"=100'

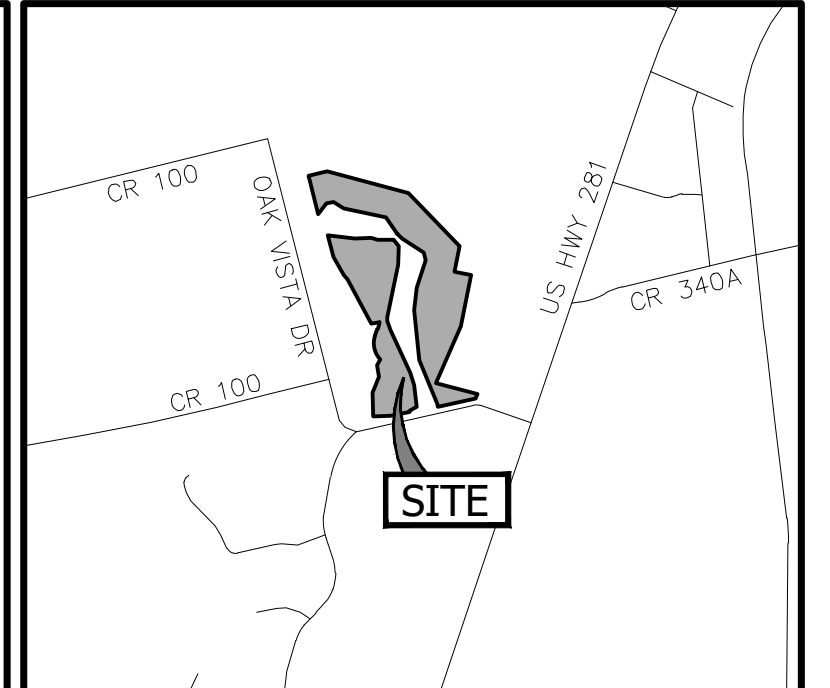


PRELIMINARY PLAT
ESTABLISHING
SPRINGSIDE ESTATES

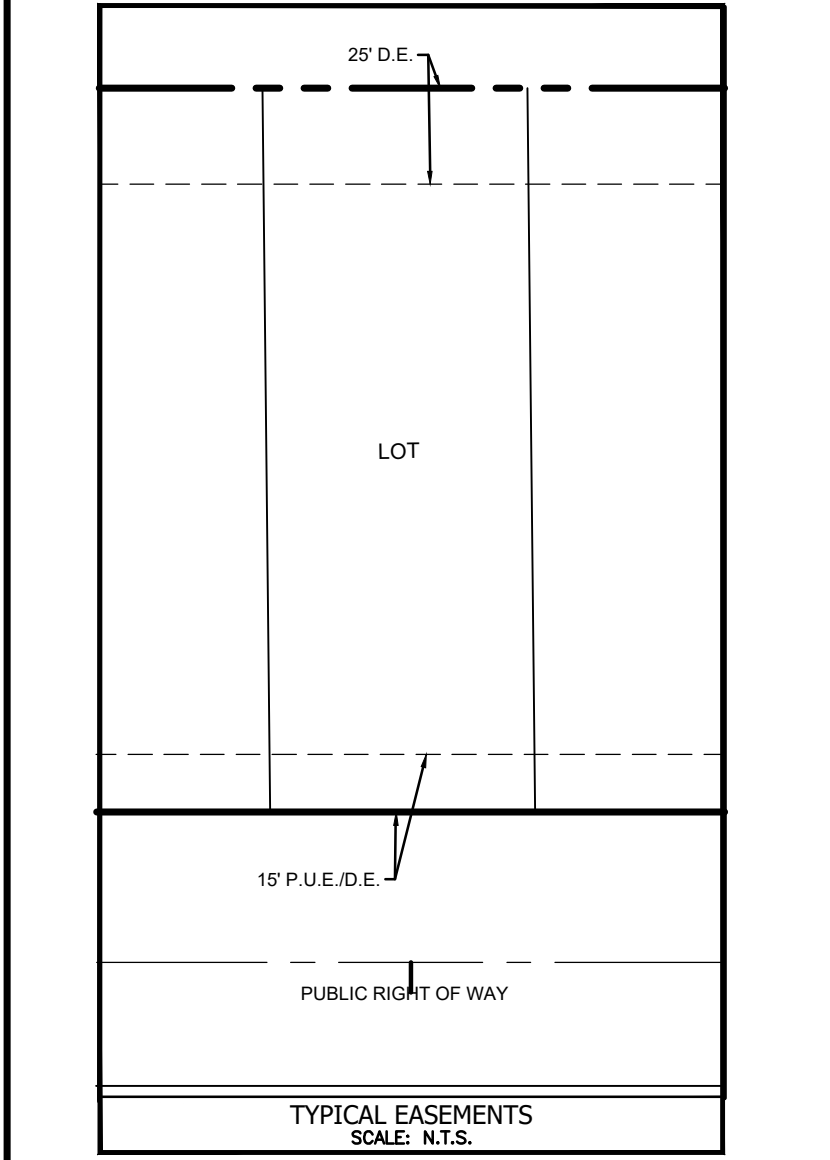
BEING A TOTAL OF 43.437 ACRES OF LAND, INCLUDING 0.14 ACRES OF OFF-SITE ACCESS, ESTABLISHING LOTS 1-105 AND LOTS 900-901, SITUATED IN THE CITY OF BURNET, BURNET COUNTY, TEXAS AS RECORDED IN DOC. 202209940 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS.



CURVE TABLE						CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE	CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	268.86'	249.95'	61°37'50"	N12°00'22"W	256.08'	C32	254.64'	945.00'	15°26'21"	N00°07'06"W	253.88'
C2	76.35'	475.00'	9°12'34"	N14°18'01"E	76.27'	C33	330.87'	755.00'	25°06'33"	N04°43'00"E	328.23'
C3	176.93'	310.00'	32°42'01"	N03°51'45"E	174.53'	C34	323.73'	250.00'	74°11'34"	N19°49'30"W	301.58'
C4	38.11'	275.00'	7°56'28"	N16°14'32"E	38.08'	C35	201.88'	555.00'	20°50'27"	N46°30'04"W	200.77'
C5	27.66'	25.00'	63°24'01"	N19°25'46"W	26.27'	C36	187.50'	270.00'	39°47'21"	N65°58'31"W	183.76'
C6	290.10'	60.00'	277°01'36"	N87°23'02"E	79.49'	C37	48.88'	310.00'	9°02'06"	N71°21'08"W	48.83'
C7	16.68'	25.00'	38°14'07"	S26°46'46"W	16.38'	C38	13.12'	13.00'	57°48'43"	S84°15'31"W	12.57'
C8	73.38'	335.00'	12°33'04"	S13°56'14"W	73.24'	C39	103.36'	60.00'	98°41'58"	N75°17'52"W	91.04'
C9	142.68'	250.00'	32°42'01"	S03°51'45"W	140.75'	C40	13.34'	13.00'	58°46'51"	N55°20'18"W	12.76'
C10	86.66'	310.00'	16°01'03"	S88°30'28"E	86.38'	C41	69.14'	350.00'	11°19'04"	S89°36'44"W	69.02'
C11	191.66'	310.00'	35°25'22"	S62°47'16"E	188.62'	C42	80.52'	250.00'	18°27'10"	S74°43'37"W	80.17'
C12	39.27'	25.00'	90°00'00"	N89°55'25"E	35.36'	C43	88.92'	310.00'	16°26'04"	N75°44'10"E	88.61'
C13	21.68'	25.00'	49°40'47"	N20°05'01"E	21.00'	C44	88.30'	423.06'	11°57'32"	S89°49'08"E	88.14'
C14	292.54'	60.00'	279°21'34"	S45°04'35"E	77.65'	C45	11.30'	13.00'	49°48'08"	N71°21'17"E	10.95'
C15	21.68'	25.00'	49°40'47"	S69°45'49"W	21.00'	C46	121.77'	59.91'	116°27'23"	S75°19'05"E	101.87'
C16	32.45'	25.00'	74°21'51"	S07°44'30"W	30.22'	C47	11.41'	13.00'	50°16'02"	S42°13'35"E	11.05'
C17	174.30'	310.00'	32°12'51"	S13°20'00"E	172.01'	C48	39.42'	250.00'	9°02'06"	S71°21'08"E	39.38'
C18	159.52'	250.00'	36°33'35"	S15°30'22"E	156.83'	C49	229.17'	329.98'	39°47'30"	S55°58'30"E	224.59'
C19	42.90'	310.00'	7°55'46"	S29°49'17"E	42.87'	C50	191.71'	495.00'	22°11'23"	S47°10'32"E	190.51'
C20	22.22'	25.00'	50°55'09"	S51°18'59"E	21.49'	C51	38.68'	25.00'	88°39'04"	N77°24'15"E	34.94'
C21	292.51'	60.00'	279°19'29"	S62°53'11"W	77.67'	C52	39.27'	25.00'	90°00'00"	S11°55'17"E	35.36'
C22	20.85'	25.00'	47°47'28"	N01°20'48"W	20.25'	C53	401.42'	310.00'	74°11'34"	S19°49'30"E	373.96'
C23	37.28'	250.00'	8°32'38"	N29°30'51"W	37.25'	C54	304.58'	695.00'	25°06'33"	S04°43'00"W	302.14'
C24	197.81'	310.00'	36°33'35"	N15°30'22"W	194.47'	C55	270.81'	1,005.00'	15°26'21"	S00°07'06"E	269.99'
C25	208.79'	250.00'	47°51'00"	N21°09'05"W	202.77'	C56	36.22'	310.00'	6°41'40"	N10°56'54"W	36.20'
C26	154.56'	250.00'	35°25'22"	N62°47'16"W	152.11'	C57	11.49'	13.00'	50°39'19"	S11°01'55"E	11.12'
C27	60.06'	25.00'	13°45'50"	N87°22'51"W	59.91'	C58	103.97'	55.00'	108°18'42"	S17°47'46"W	89.17'
C28	185.34'	300.00'	35°23'51"	N04°36'08"W	182.41'	C59	19.08'	18.00'	60°43'48"	S41°39'13"W	18.20'
C29	14.98'	17.50'	49°01'57"	N11°25'11"W	14.52'	C60	198.46'	249.24'	45°37'21"	S11°27'47"E	193.26'
C30	99.73'	55.50'	102°57'20"	N15°32'31"E	86.84'	C61	111.74'	300.00'	21°20'25"	S23°31'52"E	111.09'
C31	13.48'	13.00'	59°25'04"	N37°18'39"E	12.89'						



LOCATION MAP
NOT TO SCALE



LEGEND

- PLATTED BOUNDARY
- CENTERLINE
- - - 635 - - - EXISTING CONTOUR
- - - EASEMENT
- = (IPF) (IRF) FND 1/2" IRON PIN UNLESS OTHERWISE NOTED
- = (IPS) SET 1/2" IRON PIN W/ A PLASTIC CAP STAMPED "DAM #5348 PROP. COR." UNLESS OTHERWISE NOTED
- P.R.L.C. = PROPERTY RECORDS OF BURNET COUNTY, TEXAS
- AC = ACRE
- SF = SQUARE FEET
- NCB = NEW CITY BLOCK
- VOL. = VOLUME
- PG. = PAGE
- P.U.E. = PUBLIC UTILITY EASEMENT
- D.E. = DRAINAGE EASEMENT
- ① = 15' P.U.E./D.E.
- ② = 25' GREENBELT EASEMENT
- ③ = 30' SANITARY SEWER EASEMENT
- ④ = VISIBILITY EASEMENT
- ① = 50' GAS PIPELINE EASEMENT (VOL. 320, PGS. 778-779 OPRBCT)

STATE OF TEXAS
COUNTY OF BURNET:

KNOW ALL MEN BY THESE PRESENTS: THAT D3D BURNET SUB 1 LLC, BEING THE OWNER OF "SPRINGSIDE ESTATES", RECORDED IN DOCUMENT NO. 202209940 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, DOES HEREBY AMEND SAME AS SHOWN HEREON AND DOES HEREBY DEDICATE THE STREETS AND EASEMENTS AS SHOWN HEREON TO THE PROPERTY OWNERS.

WITNESS MY HAND THIS ____ DAY OF ____, 2023

D3D BURNET SUB 1, LLC.
ANDREW BREWER
204 SETTLERS VALLEY DRIVE
Pflugerville, Texas 78660
510-809-5018

STATE OF TEXAS
COUNTY OF BURNET:

BEFORE ME, IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____ KNOWN OR PROVED TO ME TO BE THE PERSON WHOSE NAME IS _____ SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF ____, 2023

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SURVEYOR:
STATE OF TEXAS
COUNTY OF COMAL:

I, DREW A. MAWYER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY MONUMENTS ARE CORRECTLY SET OR FOUND AS SHOWN HEREON.

DREW A. MAWYER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5348
STATE OF TEXAS
D.A. MAWYER LAND SURVEYING, FIRM REGISTRATION NO. 10191500
5151 W SH-46
NEW BRAUNFELS, TX 78132
(830) 730-4449

ENGINEER:
STATE OF TEXAS
COUNTY OF BEXAR:

I, TAYLOR J. ALLEN, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

TAYLOR J. ALLEN, REGISTERED PROFESSIONAL ENGINEER NO. 137939
WGI, FIRM REGISTRATION NO. F-15085
5710 WEST HAUSMAN ROAD, SUITE 115
SAN ANTONIO, TEXAS 78249
(210) 860-9224

STATE OF TEXAS
COUNTY OF BURNET:

THE ATTACHED PLAT OF "SPRINGSIDE ESTATES" HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AT ITS MEETING ON THE ____ DAY OF ____, A.D., 2023. THIS FINAL PLAT SHALL BE FILED IN THE CLERK AND RECORDER'S OFFICE FOR BURNET COUNTY, TEXAS.

CARLY KEHOE PEARSON
DIRECTOR OF DEVELOPMENT SERVICES
CITY OF BURNET

1710.0001.0224

WGL
WGinc.com

5710 W HAUSMAN RD SUITE 115 SAN ANTONIO, TEXAS 78249

SCALE: 1"=100'

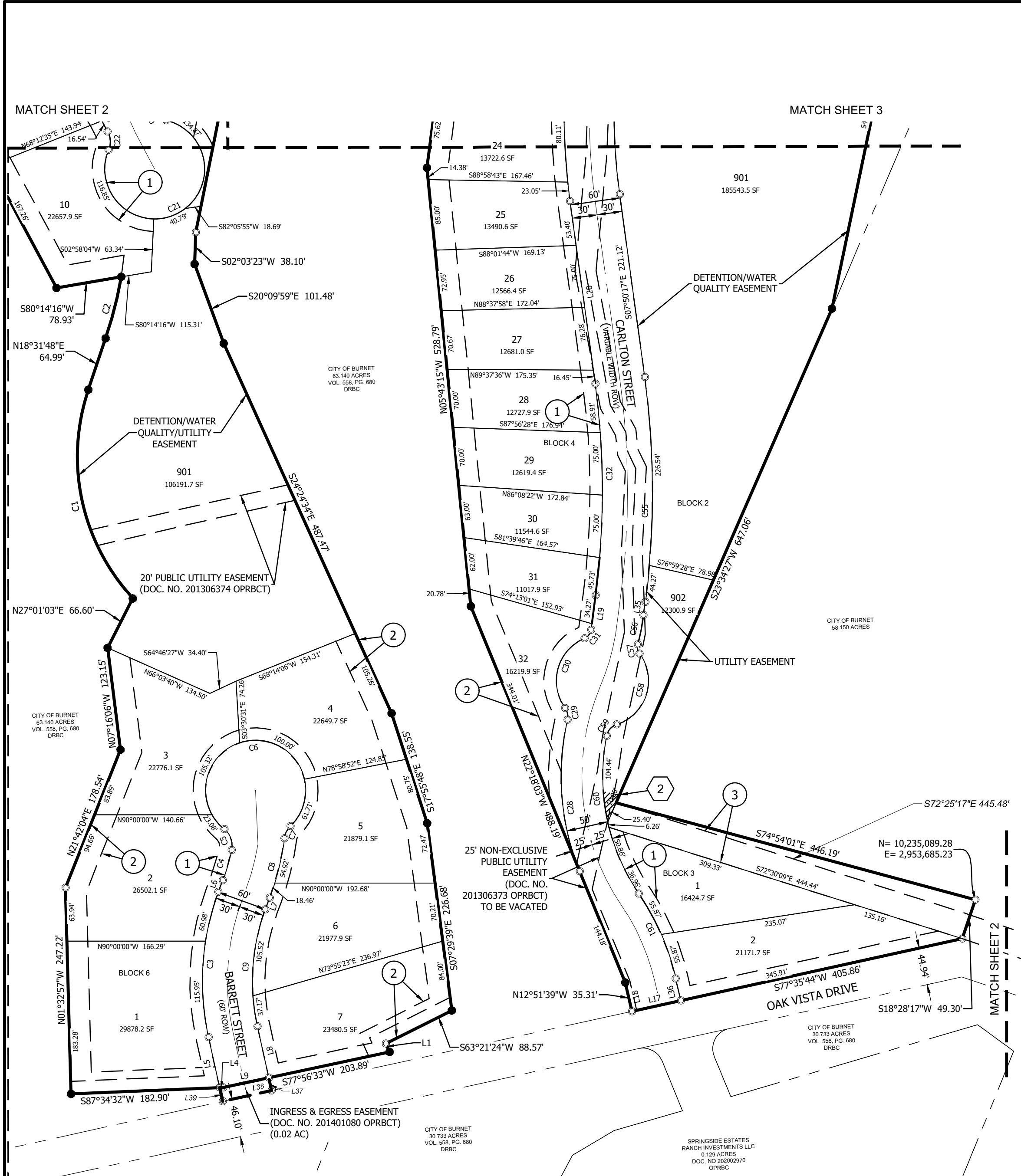
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D.A. MAWYER
LAND SURVEYING

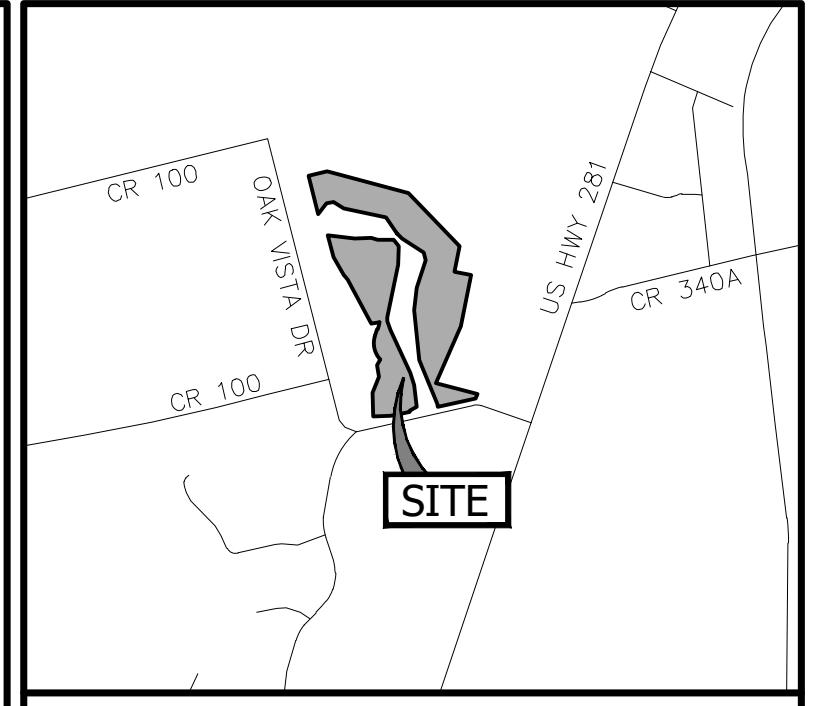
5151 W SH-46
NEW BRAUNFELS, TX 78132
PH: (830) 730-4449
FIRM #10191500

PRELIMINARY PLAT
ESTABLISHING
SPRINGSIDE ESTATES

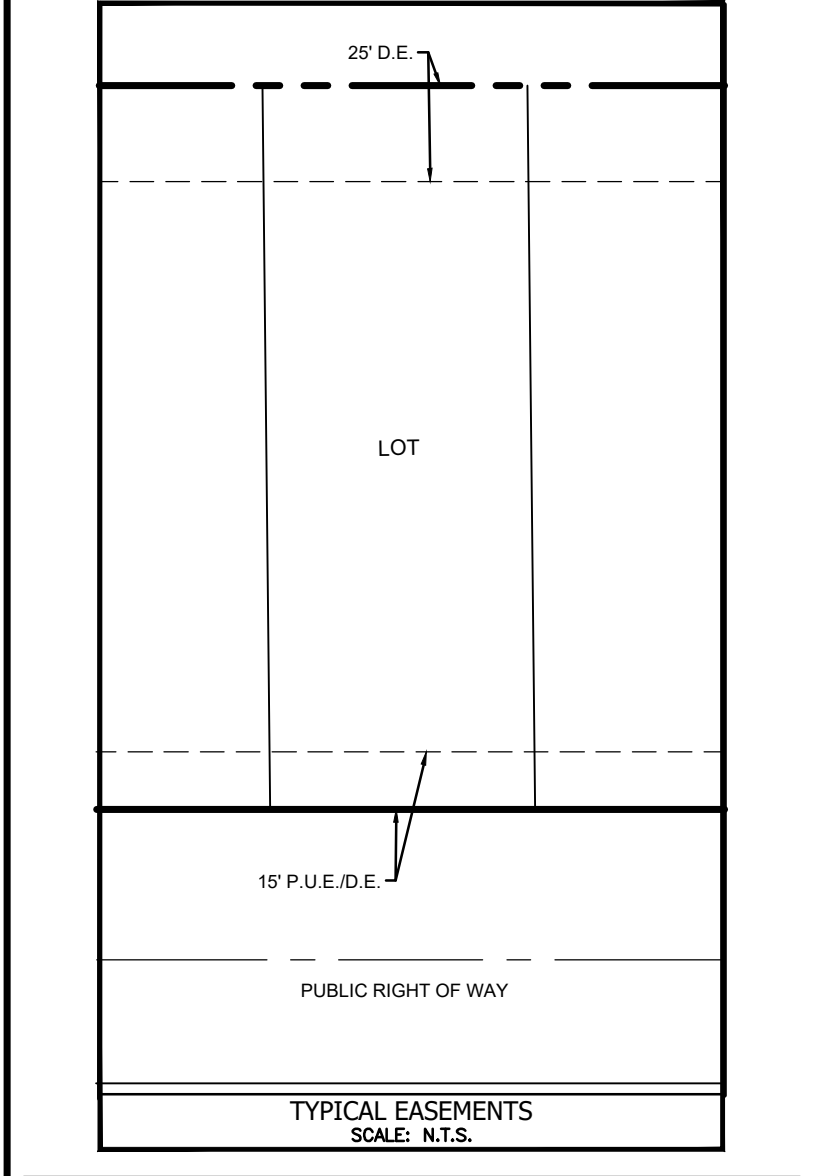
BEING A TOTAL OF 43.437 ACRES OF LAND, INCLUDING 0.14 ACRES OF OFF-SITE ACCESS, ESTABLISHING LOTS 1-105 AND LOTS 900-901, SITUATED IN THE CITY OF BURNET, BURNET COUNTY, TEXAS AS RECORDED IN DOC. 202209940 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS.



LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L1	S24°01'09"E	10.97'	L8	S12°29'15"E	63.11'	L15	N45°04'35"W	55.45'	L22	N56°55'17"W	154.30'	L29	S66°50'05"E	76.89'	L36	S12°51'39"E	27.07'
L2	S40°29'05"E	82.98'	L9	S77°56'33"W	55.62'	L16	N80°29'57"W	86.41'	L23	N36°04'50"W	41.99'	L30	S36°04'56"E	41.99'	L37	N12°29'15"W	15.72'
L3	N43°20'01"W	74.52'	L10	N15°47'31"W	60.99'	L17	S77°35'44"W	60.00'	L24	N75°52'11"W	365.86'	L31	N33°04'43"E	141.49'	L38	N77°35'22"E	60.00'
L4	S87°34'32"W	4.45'	L11	S80°29'57"E	86.41'	L18	N12°51'39"W	35.31'	L25	N66°50'05"W	70.87'	L32	S33°04'43"W	125.88'	L39	S12°29'15"E	16.83'
L5	N12°29'15"W	61.92'	L12	S45°04'35"E	35.74'	L19	N07°36'04"E	41.72'	L26	S83°57'12"W	25.78'	L33	S56°55'17"E	23.24'	L40	S02°11'36"E	65.51'
L6	N20°12'46"E	14.98'	L13	N44°55'25"E	41.65'	L20	N07°50'17"W	221.12'	L27	N14°09'13"W	60.80'	L34	S17°16'16"W	161.03'	L41	S21°04'43"W	30.02'
L7	S20°12'46"W	14.98'	L14	S44°55'25"W	54.05'	L21	N17°16'16"E	161.03'	L28	N83°57'12"E	25.78'	L35	S07°36'04"W	15.84'			



LOCATION MAP
NOT TO SCALE



LEGEND

- PLATTED BOUNDARY
- CENTERLINE
- - - - - EXISTING CONTOUR
- - - - - EASEMENT
- = (IPF) (IRF) FND 1/2" IRON PIN UNLESS OTHERWISE NOTED
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- ② = 25' GREENBELT EASEMENT
- ③ = 30' SANITARY SEWER EASEMENT
- ① = 50' GAS PIPELINE EASEMENT (VOL. 320, PGS. 778-779 OPRBCT)
- ② = CITY OF BURNET ACCESS EASEMENT

RESOLUTION NO. R2023-77

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE “PRELIMINARY PLAT” OF SPRINGSIDE ESTATES, A PROPOSED 79-LOT RESIDENTIAL SUBDIVISION CONSISTING OF APPROXIMATELY 42.67 ACRES

Whereas, the Planning and Zoning Commission conducted a public hearing on this application on November 6, 2023; and

Whereas, the Planning and Zoning Commission recommended approval of the application on November 6, 2023; and

Whereas, City Council conducted a public hearing on this application on November 14, 2023.

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

Section 1. Findings. That the recitals to this Resolution are incorporated herein for all purposes.

Section 2. Approval. The preliminary plat of the Springside Estates Subdivision is hereby approved.

Section 3. 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 4. Effective Date. That this resolution shall take effect immediately upon its passage, and approval as prescribed by law.

PASSED AND APPROVED this the 14th day of November 2023.

CITY OF BURNET, TEXAS

ATTEST:

Gary Wideman, Mayor

Kelly Dix, City Secretary

Exhibit "A" Plat Page 1

STATE OF TEXAS
COUNTY OF BURNET

BEFORE ME, the undersigned authority, on this _____ day of _____, 2023, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires _____ day of _____, 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS
COUNTY OF BURNET

BEFORE ME, a Notary Public in and for the State of Texas, on this _____ day of _____, 2023, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

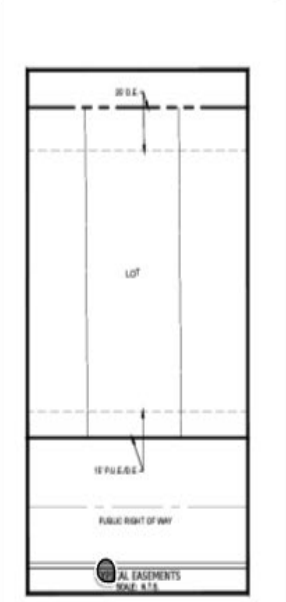
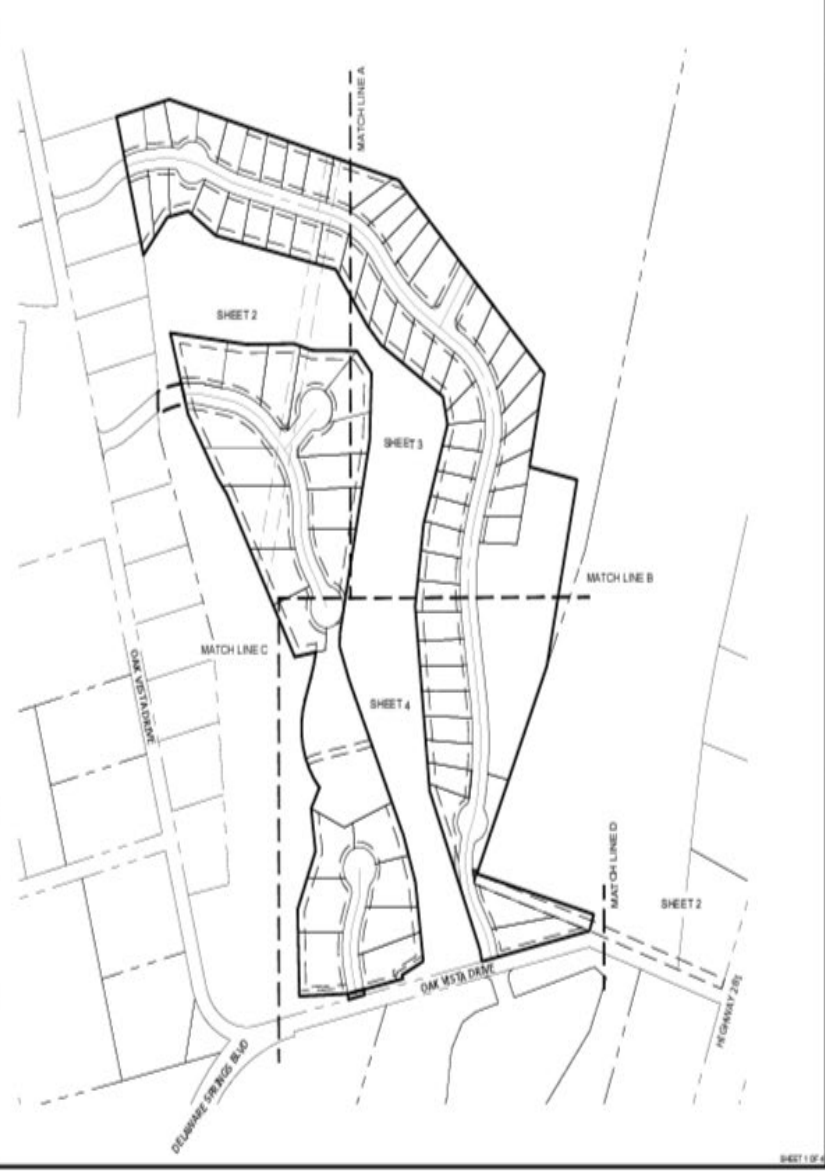
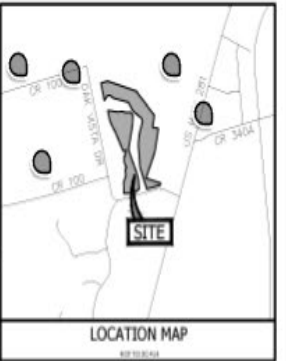
My commission expires _____ day of _____, 2023.

STATE OF TEXAS
COUNTY OF BURNET

BEFORE ME, a Notary Public in and for the State of Texas, on this _____ day of _____, 2023, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires _____ day of _____, 2023.

1. ALL IMPROVEMENTS AND UTILITIES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE CITY OF BURNET, TEXAS, UTILITY ORDINANCES.
2. THE PROPERTY IS LOCATED WITHIN THE CITY OF BURNET, TEXAS, AND IS SUBJECT TO THE CITY OF BURNET, TEXAS, UTILITY ORDINANCES.
3. THE PROPERTY IS SUBJECT TO THE CITY OF BURNET, TEXAS, UTILITY ORDINANCES, AND IS SUBJECT TO THE CITY OF BURNET, TEXAS, UTILITY ORDINANCES.
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20. THE PROPERTY IS SUBJECT TO THE CITY OF BURNET, TEXAS, UTILITY ORDINANCES, AND IS SUBJECT TO THE CITY OF BURNET, TEXAS, UTILITY ORDINANCES.



LEGEND

- PLATTED BOUNDARY
- CENTERLINE
- EXISTING CONTOUR
- EASEMENT
- 18" (60) DIA 12" RIB PIP UNLESS OTHERWISE NOTED
- 18" (60) DIA 12" RIB PIP W/ A PLASTIC CAP STAMPED "TAM WEAIR PROF. COR" UNLESS OTHERWISE NOTED
- PUE PUBLIC UTILITY EASEMENT
- DE DRAINAGE EASEMENT
- P & R C PROPERTY RECORDS OF BURNET COUNTY, TEXAS
- AC ACRE
- SP SQUARE FEET
- N/CB NEW CITY BLOCK
- VOL VOLUME
- PG PAGE

PRELIMINARY PLAT
ESTABLISHING
SPRINGSIDE ESTATES

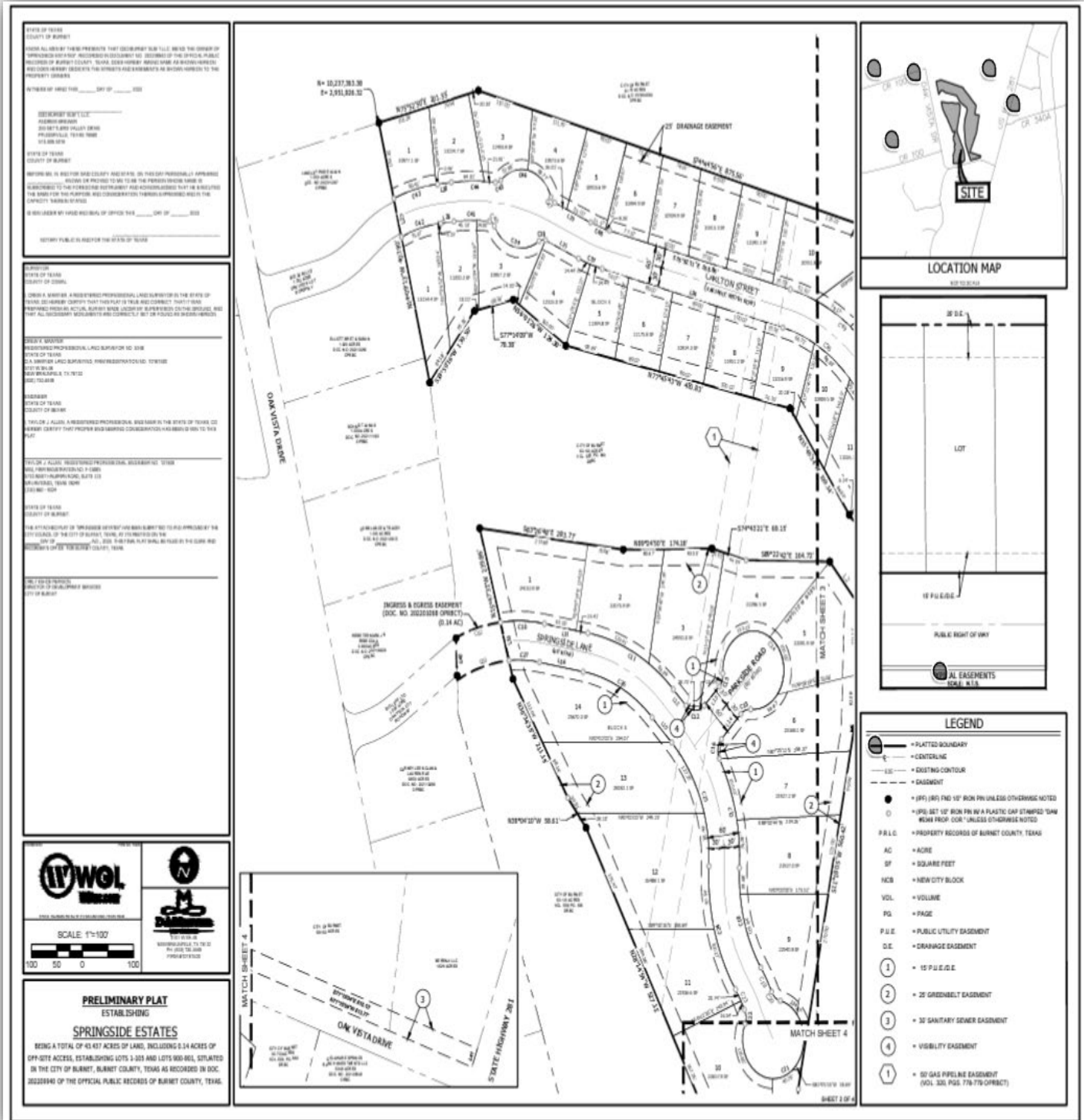
BEING A TOTAL OF 43.427 ACRES OF LAND, INCLUDING 0.14 ACRES OF OFF-SITE ACCESS, ESTABLISHING LOTS 3-103 AND LOTS 900-903, SITUATED IN THE CITY OF BURNET, BURNET COUNTY, TEXAS AS RECORDED IN DOC. 202208940 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS.

SCALE 1"=400'

DATE: 10/10/2023

BY: [Signature]

Plat Page 2



Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE PRELIMINARY PLAT OF SPRINGSIDE ESTATES, A PROPOSED 79-LOT RESIDENTIAL SUBDIVISION CONSISTING OF APPROXIMATELY 42.67 ACRES: L. Kimbler





Recommendation:

Staff recommends approval of the Preliminary Plat establishing the Springside Estates Subdivision and Resolution R2023-XX as presented.



Engineering

ITEM 4.6

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

Action

- Meeting Date:** November 14, 2023
- Agenda Item:** Discuss and consider action: Select Contractor for Request for Proposal (RFP) 2023-007 Airport Box Hangar Project bid, authorize the City Manager to negotiate with selected bidder, and bring back a contract to Council for Approval: E. Belaj
- Background:** The City previously issued bonds to construct a new Box Hangar at the Airport. The improvements up for bid consist of a metal frame 100'x120' box hangar, with slide door, paved apron, and drainage improvements.
- Information:** The City recently had bid opening for this project. The bid opening was on November 2, 2023, at 11 A.M. where there were received eight bids.
- Bids:** **Don Jackson Construction** Offered the City the best value for this project although this bid was the third lowest at **\$1,782,970.00**. The bid DOES NOT include an added alternate. The project was estimated to cost under \$1.5MM. This contractor has until 11 months to complete the work. See attached tabulated bids.
- Qualification:** City staff determined that this construction company has constructed many similar projects around the Texas area. Moreover, the staff reviewed the qualifications of all the bids, including the two lower bids, and found their qualifications either lacking or unverifiable from the information submitted. Council may elect to take staff's recommendation below, reject all bids, or proceed with further evaluation.
- Fiscal Impact:** City has bind proceeds in the amount of \$1,058,449.71. The City anticipates possible TxDOT grant reimbursement in the amount of \$594 totaling \$1.65MM. The City also has Airport Reserve funds in the amount of \$897,726.75. The City Staff will negotiate a contract and bring back to Council for approval.

Recommendation: Select **Don Jackson Construction** for the Airport Box Hangar Project, authorize the City Manager to negotiate with selected bidder, and bring back a contract to Council for Approval.

CITY OF BURNET
Burnet Municipal Airport Box Hangar and Associated Improvements

Proposal Opening
 Thursday, November 2, 2023
 Burnet City Hall

Contractor	Mandatory Pre-Bid Attendance	Bid Security	Addenda Acknowledged	Qualifications Submitted	Proposal Signed	Total Bid Schedule
<i>North Star Elite Const + Cons.</i>	Not Required via Addendum	✓	✓	✓	✓	\$ <u>2,274,437.00</u>
<i>EAS Development</i>	Not Required via Addendum	✓	✓	✓	✓	\$ <u>1,956,396.24</u>
<i>1 → Lope Rubio Const. Co.</i>	Not Required via Addendum	✓	✓	✓	✓	\$ <u>1,693,378.94</u>
<i>RkJ Construction</i>	Not Required via Addendum	✓	✓	✓	✓	\$ <u>2,430,709.00</u>
<i>Bearon Const. Co.</i>	Not Required via Addendum	✓	✓	✓	✓	\$ <u>1,895,909.20</u>
<i>2 → Central Tx. Site Prep</i>	Not Required via Addendum	✓	✓	✓	✓	\$ <u>1,748,986.25</u>
<i>3 → Don Jackson Const.</i>	Not Required via Addendum	✓	✓	✓	✓	\$ <u>1,782,970.00</u>
<i>Century Const.</i>	Not Required via Addendum	✓	✓	✓	✓	\$ <u>2,321,259.00</u>
	Not Required via Addendum					\$
	Not Required via Addendum					\$
	Not Required via Addendum					\$
	Not Required via Addendum					\$
	Not Required via Addendum					\$

CONTRACTOR RATING SHEET

Date: November 7, 2023

Project: Airport Box Hangar Project

Evaluator's:	Lupe Rubio Const.	Central Tx Site Prep	Don Jackson Const	Beacon Construction	EAS Development	North Star Elite Const	Centry Const	RKJ Construction		
Eval 1	24	16	40	14	20	16	20	16		
Eval 2	30	30	60	36	33	36	45	30		
Eval 3	15	15	60	28	30	34	45	33		
Eval 4	10	10	60	10	11	12	15	8		
<i>Avg Experience Ranking:</i>	19.8	17.8	55.0	22.0	23.5	24.5	31.3	21.8		
<i>40% Project Cost</i>	40	37	35	29	26	8	6	0		
TOTAL SCORE	59.8	54.8	90.0	51.0	49.5	32.5	37.3	21.8		

*Total rating is based on a scale of 1-100.

Apparent Ranking of Submitters:

1. Don Jackson Const
2. Lupe Rubio Const.
3. Central Tx Site Prep

BOX HANGAR BID AWARD

BACKGROUND

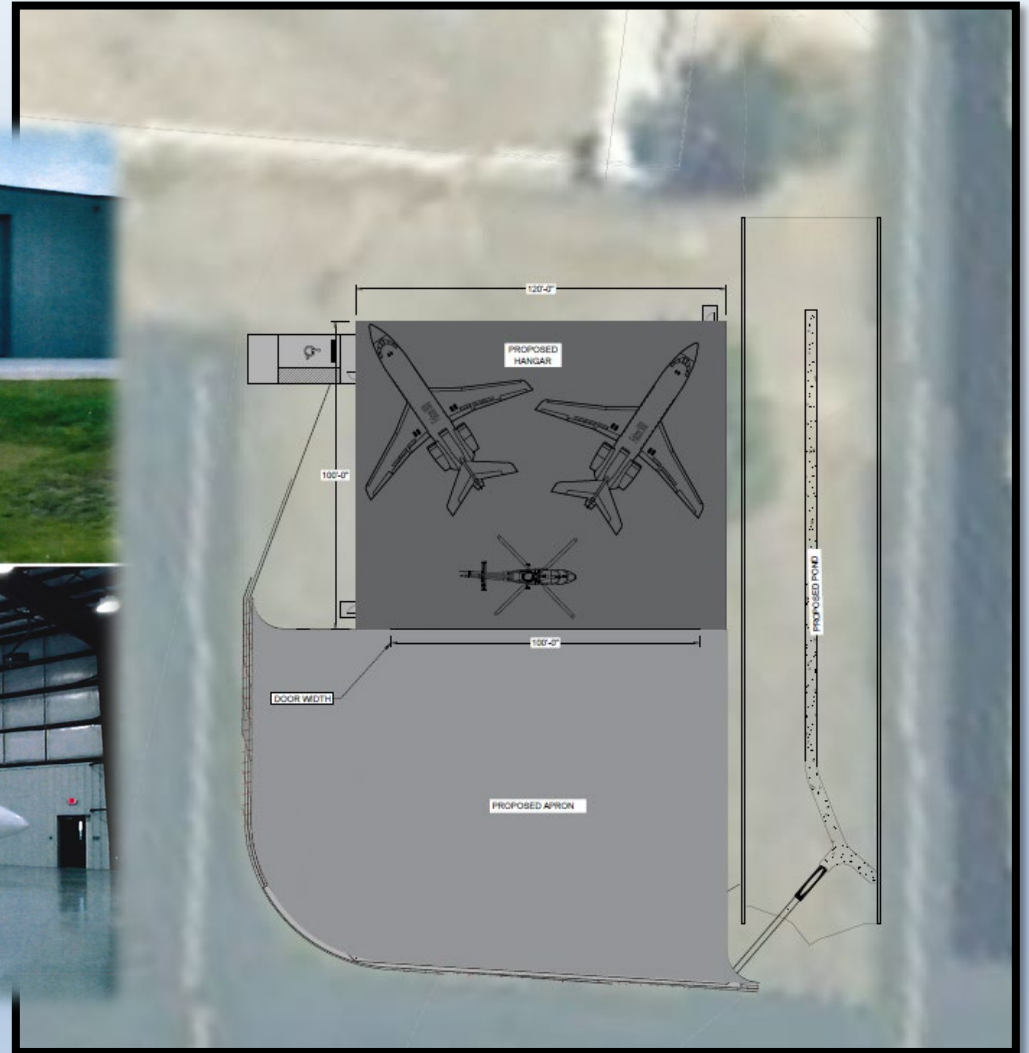
PROJECT INFORMATION

- 120'x100' Airport Box Hangar
- Paved Apron
- Drainage
- Utilities
- Received 8 Bids



BOX HANGAR BID AWARD

BACKGROUND



BOX HANGAR BID AWARD

BACKGROUND

Review BIDs

- Bid Tab attached
- Ranging from \$1.69MM to \$2.43MM.
- Ranked all the bids based on:
 - 40% Cost
 - 40% Experience
 - 20% Other Factors

CITY OF BURNET
Burnet Municipal Airport Box Hangar and Associated Improvements
Proposal Opening
Thursday, November 2, 2023
Burnet City Hall

Contractor	Mandatory Pre-Bid Attendance	Bid Security	Addenda Acknowledged	Qualifications Submitted	Proposal Signed	Total Bid Schedule
North Star Elite Const + Cons.	Not Required via Addendum	✓	✓	✓	✓	\$ 2,274,437.00
EAS Development	Not Required via Addendum	✓	✓	✓	✓	\$ 1,956,396.24
Lupe Rubio Const. Co.	Not Required via Addendum	✓	✓	✓	✓	\$ 1,693,378.94
RKJ Construction	Not Required via Addendum	✓	✓	✓	✓	\$ 2,430,709.00
Beacon Const. Co.	Not Required via Addendum	✓	✓	✓	✓	\$ 1,895,909.20
Central Tx. Site Prep	Not Required via Addendum	✓	✓	✓	✓	\$ 1,748,986.25
Don Jackson Const.	Not Required via Addendum	✓	✓	✓	✓	\$ 1,782,970.00
Century Const.	Not Required via Addendum	✓	✓	✓	✓	\$ 2,321,259.00
	Not Required via Addendum					\$
	Not Required via Addendum					\$
	Not Required via Addendum					\$
	Not Required via Addendum					\$
	Not Required via Addendum					\$

Lupe Rubio Const.	Central Tx Site Prep	Don Jackson Const.	Beacon Construction	EAS Development	North Star Elite Const	Centry Const	RKJ Construction
\$ 1,693,378.94	\$ 1,748,986.25	\$ 1,782,970.00	\$ 1,895,909.20	\$ 1,956,396.24	\$ 2,274,437.00	\$ 2,321,259.00	\$ 2,430,709.00

FD ROOF BID AWARD

BACKGROUND

Review BIDs Found that

Key: Law does not allow us to ask for additional information after bids are opened.



Some provided no experience.



Some can't verify experience.



Some with no relevant Experience.



The only bidder with relevant experience was the third lowest.



A woman with long, curly brown hair is seen from the side, sitting at a desk in a control room or office. She is wearing a blue jacket. The desk is equipped with several computer monitors displaying various data and charts. There are also keyboards, a mouse, and a telephone on the desk. The room has a modern, professional appearance with recessed ceiling lights. The word "Communications" is overlaid in the center of the image.

Communications



Communications

- Currently utilizing Burnet County
 - Clause in the contract allowing termination with 120 days notice.
 - Intent is to switch to Marble Falls Communications prior to the eclipse in 2024.
- Switching to Marble Falls
 - Upgrade in dispatch software and records management from our current configuration.
 - The change is seamless with equipment.
 - Ease of operation with the software change and availability of data.
 - Long term goal to become a regional dispatch center.



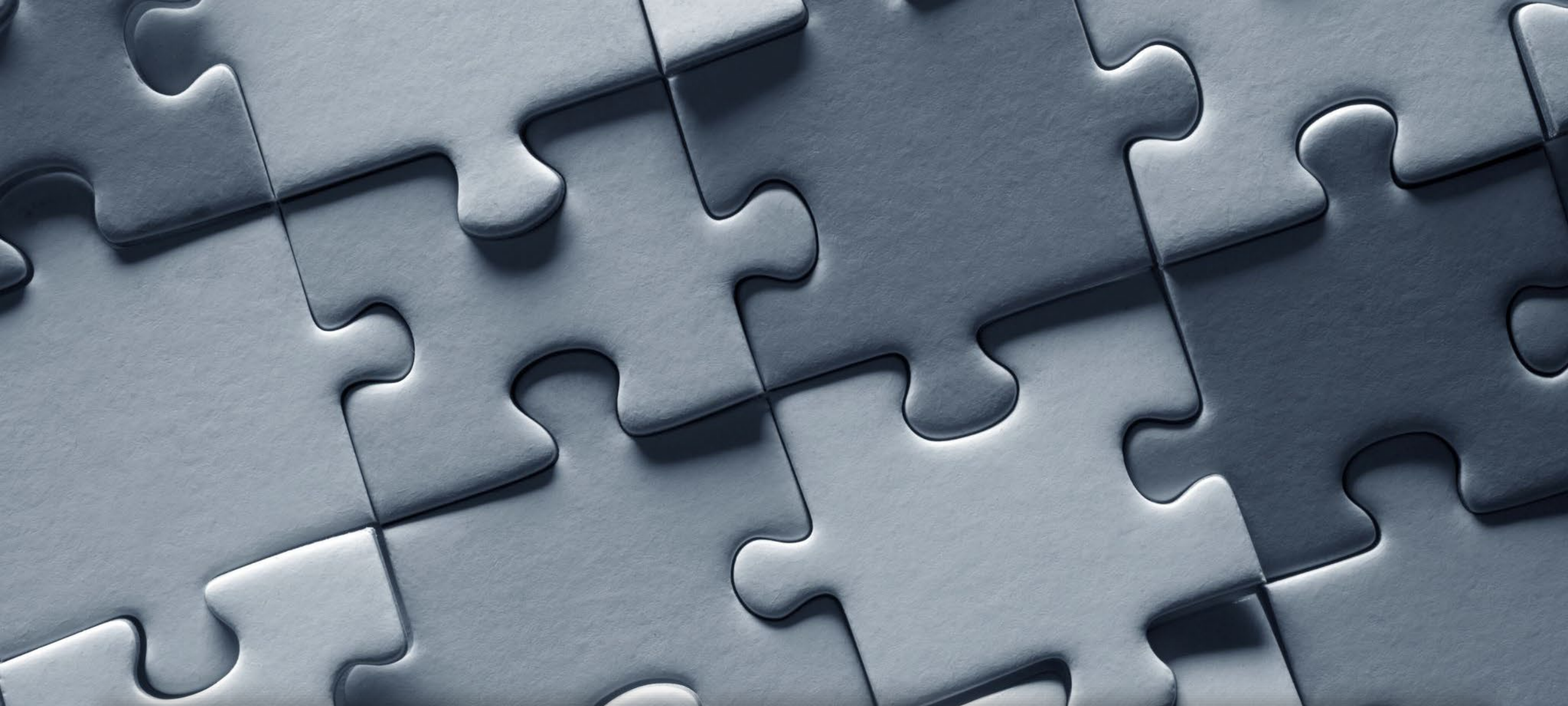
Fiscal Impact

- Year 1 \$175,000 prorated based on commencement of services.
- Year 2 \$200,000
- Year 3 \$225,000
- Ongoing years based on the formula in the interlocal based on calls for service spread across all agencies in the center.



Motorola Flex

- Dispatch software
 - Advanced features we currently do not have.
 - Turn by turn navigation
 - Access to AVL
 - Shared data among agencies
 - GIS
- RMS
 - More modern program that is widely used by law enforcement.
 - Highly effective system for intel and data sharing.
 - Manage all our records and evidence inventory.
 - We will still have access to our old RMS information since we are hosting it on a local server.



Conclusion

Staff recommends switching to Marble Falls Communications for dispatch services.



Questions



Police Department

ITEM 4.7

Brian Lee
Police Chief
512 756-6404
blee@cityofburnet.com

Action

- Meeting Date:** November 14, 2023
- Agenda Item:** Discuss and consider action: Adoption of an interlocal agreement with the City of Marble Falls to provide dispatch services for Fire/EMS and Police: B. Lee
- Background:** The City of Burnet will be transition from Burnet County dispatch to the Marble Falls Communications Center.
- Information:** The City of Burnet will contract with the City of Marble Falls for dispatch services. This Cooperative Agreement between the City of Burnet and Marble Falls is for dispatch services/911 for the Burnet Police and Fire Departments for the remainder of Fiscal Year 2024 with additional provisions for additional years.
- Fiscal Impact** Dispatching Services will be a total cost of \$175,000 annually prorated for the first year. The second year will be \$200,000, and the third year is \$225,000. Additional years will be calculated by the formula in the contract based on calls for service spread across all agencies utilizing the services of the communications center .The total amount for dispatch services is for Burnet Police, Fire and EMS.
- Recommendation:** Staff recommends approval of the Interlocal Agreement between the City of Burnet and City of Marble Falls for Dispatch Services/911.

**CITY OF BURNET AND CITY OF MARBLE FALLS INTERLOCAL
AGREEMENT
FOR THE PROVISION OF CERTAIN DISPATCH SERVICES**

This Agreement is made under the authority of the Interlocal Cooperation Act, Texas Government Code chapter 791 (the "Act"), by and between the City of Marble Falls, Texas ("City") and the City of Burnet ("Contracting Entity"), to be effective as of October 1, 2023. The City and the Contracting Entity shall herein be referred to individually as "Party" or collectively as "Parties".

WHEREAS, the Contracting Entity would like to contract with another local governmental entity to provide certain emergency dispatch services ("Dispatch Services") that would be beneficial to the health, safety and welfare of the residents of the Contracting Entity; and

WHEREAS, the City has facilities and personnel appropriate and sufficient to provide such Dispatch Services to other local governmental entities in need of such services to promote and protect the health, safety and welfare of their residents, and is willing to provide such Dispatch Services for other local governments or local government departments in the geographical area under the terms and conditions of this Agreement; and

WHEREAS, the Contracting Entity desires to contract with the City to provide Dispatch Services under the terms and conditions of this Agreement; and

WHEREAS, Section 791.011 (c) of the Act, provides that governmental entities may contract with each other for the provision of governmental functions or services which each Party to the contract has the authority to perform individually; and

WHEREAS, the Dispatch Services are governmental functions within the meaning of Section 791.003(3) of the Act; and

WHEREAS, the City and the Contracting Entity are "local governments" within the meaning of Section 791.003(4) of the Act; and

WHEREAS, the City and the Contracting Entity each itself has the authority under Texas law to perform such Dispatch Services, as required by Section 791.011 (c)(2) of the Act.

NOW THEREFORE the City and the Contracting Entity agree as follows:

**ARTICLE I.
EXECUTION OF AGREEMENT; FINDINGS BY PARTIES**

1. By execution of this Agreement, the Parties hereby make the findings as recited above.
2. By approving and executing this Agreement, each Party represents that it is a "local government"

within the meaning of Section 791.003(4) of the Act, and that it has the authority under Texas law to perform the Dispatch Services individually, as required by Section 791.011 of the Act.

ARTICLE II. PURPOSE OF AGREEMENT

1. The purpose of this Agreement is to provide a lawful means by which a contracting entity that does not currently have the resources, capability, or capacity to provide certain governmental services for itself, or which otherwise finds it convenient, efficient or otherwise appropriate to do so, may obtain such services from the City.
2. The Dispatch Services to be provided by the City to the Contracting Entity hereunder are police, fire, and EMS emergency dispatch services, including, as appropriate to the particular Contracting Entity and as specifically agreed by and between the City and the Contracting Entity, namely, those services specified in Attachment "A" hereto.

ARTICLE III. OBLIGATIONS OF THE CITY

1. The City shall provide the Dispatch Services specified in Attachment "A" for the Contracting Entity, subject to the City's existing dispatch capability and manpower from time to time. The City is not required to increase its capacity or ability to provide Dispatch Services beyond that in place as of the time of execution of this Agreement by the Contracting Entity, except as expressly agreed by the City in Attachment "A". The Contracting Entity understands and agrees that the City's dispatch employees are not dedicated specifically to the providing of Dispatch Services. The City may from time to time utilize increased dispatch staff, at its sole discretion and election, but has no obligation hereunder to do so, nor should it do so at any time or from time to time, to continue to do so, except as expressly agreed by the City in Attachment "A".
2. The City shall establish and communicate to the Contracting Entity any requirements for equipment and staffing necessary or appropriate for the Contracting Entities to receive the Dispatch Services. The City has no obligation to provide equipment or technical assistance to the Contracting Entity, or to train any personnel of the Contracting Entity, or to provide any other assistance, but may provide such assistance as it may elect from time to time, in its sole discretion. The provision of any such elective assistance does not establish a contractual obligation to provide, or to continue to provide, such assistance.
3. The City will ensure that all City personnel who provide Dispatch Services will be trained by the City in dispatching operations and services, record keeping and in procedures appropriate for Dispatching Services.
4. The City will be responsible for scheduling and assigning personnel who will provide Dispatch

Services, which schedules and assignments shall be made at the City's sole discretion.

**ARTICLE IV.
OBLIGATIONS OF THE CITY AND CONTRACTING ENTITY**

1. The Contracting Entity shall comply with any requirements, obligations or duties stated in Attachment "A".
2. The Contracting Entity shall cooperate with the City in accomplishing the Dispatch Services, including, but not limited to, following all rules and practices of the City regarding the Dispatch Services, and responding promptly and fully to the City's requests regarding the Dispatch Services.
3. The Contracting Entity shall provide and maintain, at its own expense, whatever equipment is necessary or appropriate to enable it to make use of the Dispatch Services, including but not limited to equipment compatible with the City's system. Contracting Entity shall upgrade its equipment such that all user equipment shall be "P-25 Compliant," with VHF narrow-band capability, digital format, and trunking. Such equipment shall have the characteristics and capabilities as the City may reasonably deem necessary, including but not limited to characteristics and capabilities required for updates and upgrades that may be made at the City's sole discretion from time to time. The City shall have no obligations to provide Dispatch Services if Contracting Entity's equipment is not upgraded to be compatible with City's equipment. The type of equipment needed by Contracting Entity and the deadlines for acquisition of the equipment is described in Attachment "A".
4. The Contracting Entity shall purchase, at its own expense, Motorola Solutions software that is necessary or appropriate to enable it to make use of the Dispatch Services, as further shown in Attachment "D". The annual maintenance/subscription fees charged by Motorola Solutions shall be paid by the City and shall be included in the annual dispatch operating budget utilized to calculate the Annual Fee.
5. The Contracting Entity shall designate a contact person (or position) who shall be the person with whom the City communicates regarding matters and issues related to the provision and coordination of the services.
6. The City and Contracting Entity shall comply with all applicable federal, state and local laws and regulations regarding or applicable to the Dispatch Services.
7. The City and the Contracting Entity shall promptly make such written reports as each Party may reasonably require from time to time.
8. The Contracting Entity shall promptly provide the City with all applicable mapping and routing information, and staffing and on-call rosters necessary or appropriate to perform the Dispatch Services, and shall update this information from time to time as needed or appropriate to ensure that the Dispatchers have current mapping and routing information, and staffing and on-call rosters

at all times.

**ARTICLE V.
FEES**

1. The Annual Fee for Dispatch Services for the Initial Term of this Agreement shall be ONE HUNDRED SEVENTY-FIVE THOUSAND AND 00/100's (\$175,000). Such fee for the Initial Term of this Agreement shall be prorated based upon the commencement date for Dispatch Services. The commencement date shall be agreed upon by the Parties after the execution of this Agreement, but shall occur on or before June 1, 2024.
2. The Annual Fee for subsequent Renewal Terms shall be allocated based on a percentage of call volume in a manner substantially similar to Attachment "C". For the purposes of this Agreement, Contracting Entity defined codes such as close patrol (including door checks, vacation watches, park checks, etc.) shall not be included as calls for services for the purposes of calculating the Annual Fee. Additionally, public relations events and festivals shall not be included as calls for services for the purposes of calculating the Annual Fee unless a dedicated Dispatcher is required for such services.
3. Notwithstanding the foregoing, the Annual Fee for the first three years of this Agreement shall be as follows:

a. Year 1 (FY 23/24 - Initial Term)	\$175,000
b. Year 2 (FY 24/25)	\$200,000
c. Year 3 (FY 25/26)	\$225,000

The Fee for Year 4 (FY 26/27) and subsequent Renewal Terms shall be in accordance with Article V, subsection 2 of this Agreement.

4. Any costs, expenses or other charges identified in Attachment "A" hereto which are attributable to or assessed to the Contracting Entity are payable by the Contracting Entity in addition to the Annual Fee.
5. The Annual Fee is payable by the Contracting Entity in four (4) equal quarterly installments ("Quarterly Installment"), each of which shall be due in advance for the Dispatch Services for the respective quarter, that is, on or before: October 15, January 15, April 15 and July 15. Payment shall be in a manner acceptable to the Parties. As a reminder to the Contracting Entity, the City will invoice the Contracting Entity prior to the next payment due date, but it shall be the Contracting Entity's responsibility to ensure that required payments are timely made.
6. The Contracting Entity shall make payments of all Annual Fee installments promptly and timely. As required by Section 791.011 (d)(3) of the Act, payments must be made from current revenues of the Contracting Entity.

7. This Agreement contemplates the provision of Dispatch Services within the Contracting Entity's service areas(s); the boundaries of which are collectively referred to herein as (the "Service Area") as amended from time to time and as further described on Attachment "B". The Parties acknowledge and agree that the Dispatch Services to be provided by the City under this Agreement are based solely on currently existing levels of service demands, public convenience, and existing needs and necessity of the City and the Contracting Entity, and that if such levels of demand should change in the future, amendments to this Agreement may be required. The Parties agree to work together in good faith to accommodate any such increased demands.
8. If during the Initial Term or any Renewal Term of this Agreement there is an increase in demand, the Contracting Entity may be required to cover the increased costs to the City for staffing, training, equipment, telephone or other applicable contractual services, overhead, and other costs associated with increasing the capacity of the Dispatch Center to respond to such increased demand. In such case, the Parties will mutually agree to the increased cost and shall amend this Agreement before Contracting Entity is responsible for the increased costs. If Contracting Entity does not agree to pay the increased costs, then City may terminate this Agreement or continue to provide Dispatch Services without the increased costs at its option. If City chooses to terminate pursuant to this provision, City shall provide Contracting Entity one hundred twenty (120) days written notice and Contracting Entity shall not be responsible for payment of any unpaid Annual Fee after the date that Dispatch Services have ceased.
9. The City shall own any and all equipment and software or other materials or property acquired for and used by the City from time to time in the provision of the Dispatch Services ("Necessary Equipment"), regardless of whether the Annual Fee or any increase in such Annual Fee is based in part, directly or indirectly, on the cost of owning or operating Necessary Equipment. The Contracting Entity is responsible for the acquisition, maintenance, repair and replacement, and any other associated costs for any equipment, hardware, software, materials, real property, third-party services, or personnel needed or appropriate from time to time for Contracting Entity to make use of the Dispatch Services.

ARTICLE VI. TERM; RENEWAL

1. The initial term of this Agreement shall be for twelve months (one year) beginning on October 1, 2023 through September 30, 2024 ("Initial Term").
2. Thereafter, subject to annual appropriations, this Agreement shall automatically renew for successive one-year renewal terms, commencing on October 1st ("Renewal Term"), unless either Party has given the other Party at least one hundred twenty (120) days prior written notice that it does not wish to renew this Agreement.
3. The City shall notify the Contracting Entity the annual cost for each Renewal Term no later than March 31st of the preceding term.

ARTICLE VII. TERMINATION

1. After the Initial Term of this Agreement, either Party to this Agreement may terminate this Agreement at the end of the then current Agreement term, without penalty, with or without cause, by giving written notice to the other Party at least one hundred twenty (120) days prior to the end of the then current term. If termination occurs pursuant to this provision of the Agreement, each Party shall be responsible to the other Party to complete all obligations of the Agreement until the end of the then current Agreement term.
2. The City or Contracting Entity may terminate this Agreement at any time for cause, by giving written notice to the other Party, together with sufficient detail to describe the breach complained of as the basis for such termination for cause, and providing the other Party ten (10) business days to cure the alleged breach, unless, in the reasonable judgment of the Parties, such breach cannot or will not be cured. Cause for such termination may be, but is not limited to, failure of the Contracting Entity to, e.g., make payments timely and in full when due; maintain appropriate equipment necessary to receive the Dispatch Services; adequately staff for responses to service calls, with appropriately trained personnel, so that the City's delivery of Dispatch Services requires excessive Dispatcher time; cooperate reasonably with the City in effecting the delivery of the Dispatch Services, or other failure to cooperate as requested that materially compromises the ability of the City to deliver the Dispatch Services timely and efficiently; or any acts or omissions of the Contracting Entity or its personnel that compromise or threaten to compromise the ability of the City to deliver Dispatch Services to other contracting entities. If termination occurs by City pursuant to this provision of the Agreement, Contracting Entity shall remain liable to City for the remaining portion of the Annual Fee until the end of the then current Agreement term. If termination occurs by Contracting Entity because of a breach by City, contracting Entity shall not be responsible for the remaining unpaid portion of the Annual Fee.

ARTICLE VIII. CONSULTATION

1. At least once per calendar quarter, beginning three months after the beginning of the Initial Term of this Agreement, the Parties designated Contact Person(s) will meet or otherwise communicate to discuss and determine whether the Dispatch Services being provided by the City are sufficient and satisfactory to the Contracting Entity.
2. If it is determined that additional City personnel are required to fulfill the needs of the Contracting Entity, the Parties will work together in good faith to determine appropriate staffing levels.
3. The Parties may consider from time to time whether any modifications to this Agreement may be appropriate and may be mutually agreed.
4. The City will receive and consider suggestions from the Contracting Entity from time to time concerning City procedures/policies and will make a good faith effort to accommodate such suggestions. The City, in its sole discretion, to the extent that (i) adopting or implementing such suggestions would not result in practices or procedures that the City, in its sole judgment,

determines might materially interfere with, be contradictory to or inconsistent with, or require a material alteration of the City's customary manner of provision of such services for its own residents, and (ii) does not increase the costs of providing the Dispatch Services.

ARTICLE IX.
LIMITATION OF LIABILITY; SOLE REMEDY; ASSIGNMENT OF
RESPONSIBILITY FOR CIVIL LIABILITY; INDEMNITY

1. The City provides the Dispatch Services "as is," that is, the services will be provided in the manner in which, and according to the practices and procedures by which, the City provides such services for itself, and the City makes no warranties or representations that such services will have any particular quality or adequacy for the needs of the Contracting Entity.
2. Each Party to this Agreement assumes full risk and responsibility for any claims, damages, costs, penalties, fines and expenses, including attorney's fees, for injury to or death of any person and for damages to or loss of property arising in whole or part, directly or indirectly, as a result of that Party's conduct pursuant to this Agreement or the provision of the Dispatch Services hereunder.
3. The City shall have no liability of any kind to the Contracting Entity for or arising from the provision of the Dispatch Services. The Contracting Entity's sole remedy under this Agreement shall be termination of this Agreement.
4. As permitted by and consistent with, Sections 791.006(a) and 791.006(b) of the Act, the Parties to this Agreement agree that any civil liability arising from or related to the services provided under this Agreement shall be solely the responsibility of, and shall lie exclusively with, the Party that actually incurred the liability.
5. Nothing in this Agreement is intended to or shall have the effect of adding to or changing the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Texas Civil Practice and Remedies Code Chapter 101, or other applicable law.
6. The indemnity provided by the Parties under this Agreement shall only be to the extent permitted by the Texas Constitution and State Law and with the mutual understanding that the Parties are home rule municipalities chartered under the Texas Constitution and political subdivisions of the State of Texas and that an indemnity obligation cannot be paid from current revenues and that no order, resolution, tax nor interest and sinking funds has been set, adopted or established for payment of this indemnity obligation, and without expanding the Parties' liability beyond the statutory limits of the Texas Tort Claims Act or under existing law, and furthermore, without waiving or diminishing Parties' immunity beyond the scope of that allowed by the Texas Tort Claims Act or existing law. As limited by the caveats expressed in the preceding sentence each Party agrees to indemnify and hold harmless the other Party, including its officers, employees, agents and representatives, from and against any and all third party claims of any kind arising from or related to each Party's own conduct performed in accordance with this Agreement, including, without limitation, costs of court, awards of damages, fines or penalties, reasonable attorney's fees and other costs of defense or of settlement, attempted settlement or alternative dispute resolution.

**ARTICLE X.
MISCELLANEOUS**

1. Applicable law. As permitted by Section 791.012 of the Act, the Parties to this Agreement designate the law applicable to the City as the law applicable to this Agreement and to the provision of the Dispatch Services.
2. Governing law. This Agreement shall be governed by the laws of the State of Texas, without giving effect to its choice of laws principles.
3. Venue. Venue for any actions arising from or related to this Agreement shall be and lie exclusively in the state and county courts of Burnet County, or in the United States District Court for the Western District of Texas, Austin Division.
4. Force Majeure. If either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, other than an obligation to pay or provide money, then such obligations of that Party to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall mean: acts of God; acts of the public enemy, or war; orders of any kind of any governmental entity or any civil or military authority; acts, orders or delays thereof of any regulatory authorities with jurisdiction over the Parties; insurrections, riots, civil disturbances, explosions, or epidemics; arrests or restraints of government and people ; strikes, lockouts, or other industrial disturbances; landslides, lightning, earthquakes, fires, hurricanes, tsunamis, tornadoes, ice ages, floods, washouts, droughts, or other acts of Nature; breakage of, damage to, or accidents involving necessary machinery or other infrastructure; interruption or other limitation of fuel or other necessary supplies or utilities or utility services; or any other conditions that are not within the reasonable control of the Party claiming force majeure. It is understood and agreed that the settlement of strikes and lockouts affecting a Party hereto shall be entirely within the discretion of that Party, and that the above requirement that any condition of force majeure shall be remedied with all reasonable dispatch shall not, however , require the settlement of strikes, lockouts or other industrial disturbances by acceding to the demand of the opposing third party or parties when such a settlement is determined to be unfavorable or undesirable to the affected Party hereto in the sole judgment of that Party.
5. Duplicate original counterparts; other similar agreements distinct. This Agreement may be executed in duplicate original copies by the Parties. Similar agreements by and between the City and other contracting entities may be made; each such separately executed version of this Agreement is and shall constitute a separate and distinct agreement between the City and the particular other contracting entity but does not create obligations or rights as between the Parties hereto.
6. No third-party beneficiaries. This Agreement is not intended to and does not create rights or remedies in favor of any third parties.

7. Complete agreement; amendment in writing. This Agreement, including all Attachments, is the sole agreement between the Parties concerning the subject matter hereof, and supersedes any and all prior understandings, agreements, representations or undertakings between the Parties concerning that subject matter. This Agreement may be amended or modified only by a writing duly executed by both Parties. No official, employee, agent or representative of either Party has the authority to amend or modify this Agreement without the official approval of that Party's governing body.
8. No exclusivity. This Agreement does not create any exclusive rights in the Contracting Entity regarding the City's provision of Dispatch Services; and the City may provide such services to other local government entities as may be permitted by law.
9. Alternative Dispute Resolution. It shall be a prerequisite to either Party seeking legal or equitable relief for any disputes arising under or related to this Agreement or the Dispatch Services that mediation be conducted. If they are unable to agree to a mediator and mediation process, the Parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in the Texas Civil Practice and Remedies Code, Section 154.023. Unless both Parties are satisfied with the results of any such mediation, it will not constitute a final and binding resolution of the dispute; provided, however, that any mutually agreed settlement reached in such mediation may be enforced by any court of competent jurisdiction. All communications within the scope of the mediation are and shall be confidential as provided in said Section 154.023 unless both Parties agree in writing to waive confidentiality.
10. No assignment. This Agreement is not assignable in whole or part by either Party without the express written consent of the other; provided, however, that the City may, in its discretion, contract with third parties to assist the City to provide services hereunder.
11. Non-waiver. Any act of forbearance by either Party will not constitute and will not have the effect of an amendment of this Agreement. The failure of either Party to exercise any right under this Agreement under certain circumstances does not imply a waiver of such right under like circumstances later occurring.
12. Notice. Any notice required to be given under this Agreement by one Party to the other must be in writing, and is deemed to have been given (i) immediately if delivered in person to, or (ii) within three business days after the mailing of the notice if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, and addressed to: the person named below at the address specified below (or to such person at such address as the Party being notified has from time to time designated in writing to the notifying Party).

For notice to the City:

City of Marble Falls
Att: 911 Communications Center Manager
606 Avenue N
Marble Falls, Texas 78564

For notice to the Contracting Entity:

City of Burnet

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

13. Severability. If any part of this Agreement is held unenforceable by a court of competent jurisdiction and authority, the remainder of the Agreement shall be construed as if that portion held unenforceable were not part of the Agreement, and effect shall be given to the remainder of the Agreement to the extent possible without internal contradictions created by such severance.
14. Conflict between Agreement and Attachments. In the event of a conflict between the provisions of this main body of this Agreement and the terms provided in the Attachments, the provisions of this main body of this Agreement shall control and be given predominant effect.

(Signatures on following page)

ACCEPTED AND APPROVED:

CITY OF MARBLE FALLS

By: _____

David Rhodes, Mayor

Date: _____

CITY OF BURNET

By: _____
Gary Wideman, Mayor

Date: _____

ATTEST:

Christina McDonald, City Secretary

Kelly Dix, City Secretary

APPROVED AS TO FORM:

Patty Akers, Marble Falls City Attorney

ATTACHMENT "A"

To Interlocal Agreement Between the Cities of Marble Falls and Burnet for the Provision of Certain Dispatch Services

The City, acting through its officers, employees, contractors, agents and representatives shall provide Dispatch Services to the Contracting Entity as provided for in the Agreement.

DISPATCHING

Two types of Dispatch Services shall be provided; 911 Dispatch Services and non-emergency Dispatch Services (collectively "Dispatch Services"). The City will provide Contracting Entity's 911 and non-emergency calls for Dispatch Services twenty-four hours per day, seven days a week ("24/7").

At all times during the Initial Term of this Agreement and any Renewal Terms, the City will maintain a radio communication dispatch center ("Dispatch Center") at which to receive requests for service and from which to dispatch Contracting Entity's personnel to respond to such service requests. The City shall be solely responsible for scheduling and staffing the Dispatch Center. The Dispatch Center shall be located at the Marble Falls Public Safety Facility, currently located at 606 Avenue N, Marble Falls, Texas, or at such other location as the City may determine in its sole discretion from time to time.

The City will provide an adequate number of persons to provide the Dispatch Services to Contracting Entity as provided herein and will ensure that the persons providing the actual radio Dispatch Services ("Dispatchers") are trained by the City in the appropriate procedures concerning dispatching requirements and record-keeping.

The Dispatcher(s) will service requests, directed to the Marble Falls Dispatch Center by residents of the Contracting Entity or other persons in the Contracting Entity's Service Areas.

The Dispatcher(s) will dispatch Contracting Entity's personnel in a manner consistent with the City's training, instruction, procedures, practices, and policies, and consistent with how the City dispatches its own services.

All calls for Contracting Entity's departments shall be dispatched by the City on the Western Regional Radio System on frequencies specified by the City, unless, because of emergency circumstances, it is not possible to do so.

The Contracting Entity will provide the City with all applicable current mapping and routing information, personnel and on-call rosters, and vehicle identifier numbers that are necessary or appropriate to allow the City to perform the Dispatch Services efficiently. The Contracting Entity shall update this information from time to time as needed or appropriate to ensure that the Dispatchers have current mapping and routing information, personnel and on-call rosters, and vehicle identifier information at all times. The City will likewise provide to Contracting Entity maps and routing information, personnel and on-call rosters as requested by the Contracting Entity.

EQUIPMENT AND CALL VOLUME CAPACITY

The City shall provide and pay all costs associated with the purchase, installation, maintenance, repair and replacement of all radio communications and other equipment to be located at the Dispatch Center ("Equipment").

Notwithstanding that any fees payable by Contracting Entity for the Dispatch Services may be applied by the City to the costs associated with the Equipment, the Equipment shall be and shall remain the property of the City; and the Equipment may be removed from the Dispatch Center by the City, at its sole expense, in the event of the termination of this Agreement. The City may utilize the Equipment for services other than the Dispatch Services or may use the Equipment to provide Dispatch Services to other local governmental entities, in its sole discretion.

The Contracting Entity understands that the City has a certain number of telephone lines or cables connecting to the City's Dispatch Center, and that, from time to time, provision of the Dispatch Services may require the acquisition of additional telephone lines or cable capacity into the Dispatch Center ("Additional Contracting Entity Capacity") to serve realized or anticipated call volume (peak or otherwise) from the Contracting Entity's Service Area. The existence of such need will be determined by mutual agreement of the City and the Contracting Entity considering actual and likely anticipated call volume. The Contracting Entity agrees to be responsible for the portion of the cost of such Additional Contracting Entity Capacity attributable call volume. This includes without limitation costs of acquisition, installation, capacity reservation, take-or-pay and monthly service or other use fees, taxes, maintenance and repair or replacement costs, and all other costs and expenses associated with such Additional Contracting Entity Capacity, in addition to any Quarterly Fees and other expenses paid for the Dispatch Services under this Agreement. The Parties agree that any additional telephone lines or cables connected into the Dispatch Center will be ordered and managed by the City, including Additional Contracting Entity Capacity; and that, although the City may be billed by and pay the applicable third-party provider for such additional capacity, the City will pass through the proportionate costs of such Additional Contracting Entity Capacity to the Contracting Entity by invoice, which shall be paid in full by the Contracting Entity by the next Quarterly Payment due date or by the end of the applicable contract year, whichever first occurs. The Parties acknowledge that increases to telecommunications capacity may and likely would be by discrete additions, it may occur that an appropriate increment of additional capacity will be in an amount that exceeds the

immediately needed increase attributable to the Contracting Entity; but all such additional capacity acquisitions shall be considered Additional Contracting Entity Capacity until call volumes attributable to other entities Dispatch Services by the City (including the City's), if any, require the use of some part of such capacity, in which event the City shall determine the relative proportion of such capacity use attributable to each entity and apportion costs to the applicable entities on that basis (See above formula).

The Contracting Entity shall be fully responsible for acquiring, installing, maintaining, repairing and the use of any equipment required by the Contracting Entity to utilize the Dispatch Services, and for all staffing it may need to utilize those services, including the training of such staff.

The Parties agree that, should the Dispatch Center be relocated during the Initial Term of this Agreement or any Renewal Term, the Parties will work together in good faith to coordinate equipment relocation and the dispatching services transition in a manner designed to avoid material disruption or degradation of the Dispatch Services.

DOCUMENTATION

The City agrees to make available and provide to the Contracting Entity and each of the Contracting Entity's departments for which Dispatch Services will be provided hereunder, at the Contracting Entity's sole cost, copies of pertinent literature and/or documentation that the City and the Contracting Entity agree will be needed by the Contracting Entity's departments in order to permit them to use the Dispatch Services.

CONFIDENTIALITY; NONDISCLOSURE; OPEN RECORDS

Unless otherwise required by law, no information regarding service requests dispatched by the City will be disclosed to third parties, without the written consent of the Contracting Entity and the persons involved in or served by the service call; provided, however, that the City may disclose such information if required by applicable law or regulation, or by order or other request of a court or governmental agency of competent jurisdiction.

The Contracting Entity has access to computerized call and disposition records for all service calls made within the Contracting Entity's Service Areas ("Contracting Entity Calls"). It therefore is the responsibility of the Contracting Entity to provide responses to requests made for such records under the Texas Public Information Act ("TPIA"). If the City provides assistance to the Contracting Entity on request; or if, because the City is providing Dispatch Services, the City is legally obligated under the TPIA or applicable law interpreting it to respond to such requests related to Contracting Entity Calls, the City shall have the right to bill the Contracting Entity for the costs and expenses of providing such assistance or in making such required responses, including the cost of staff or attorney time provided. The Contracting Entity agrees promptly to pay the City for such costs and expenses upon receipt of an invoice.

RECORD KEEPING AND REPORTING

The City shall maintain records that memorialize the services provided by the City under this Agreement, to the extent required by the City's and/or State's mandated record retention schedule. Upon reasonable request, the City shall provide to the Contracting Entity copies of such records.

The City shall maintain a Call for Service Record of dispatched calls, which will be available to the Contracting Entity each day by means of an electronic records management system. The Call for Service Record shall include the following information, as applicable to the particular service call:

- A. the call-for-service ID number;
- B. the date the call was received;
- C. the type of call received;
- D. the nature of call received;
- E. the location of the reported incident occurred;
- F. the city where the incident occurred; and
- G. the record is automatically attached to the incident record.

The City shall maintain an incident record ("Incident Report"), which will be available to the Contracting Entity each day by means of an electronic records management system. An Incident Report shall be made for each received request for assistance and for each reported agency initiated activity, and shall include the following information, as applicable:

- A. Incident Number;
- B. Nature;
- C. Address;
- D. City, State, Zip;
- E. Area;
- F. Contact;
- G. Complainant (if applicable);
- H. Offense/Statue (if applicable) Observed (if applicable);
- I. Circumstances (if applicable);
- J. Responding Officers;
- K. Responsible Officer;
- L. Agency;
- M. Received by;
- N. When reported;
- O. Radio Logged Status Changes;
- P. Clearance and disposition made by the unit(s) dispatched or responding;
- Q. Narrative.

The City will maintain and provide to the Contracting Entity on a daily basis, via electronic records management system format, a report of all calls received by the Dispatch Center concerning requests for service related to animal control.

CONTACT PERSONS FOR ADMINISTRATION AND NOTICE

The City's Contact Person for the administration of this Agreement shall be the 911 Communications Center Manager, unless the City designates in writing to the Contracting Entity another person or position to serve as such contact person.

The Contracting Entity's Contact Person for the administration of this Agreement shall be the City of Burnet Chief of Police, unless the Designating Entity designates in writing to the City another person or position to serve as such contact person.

Any notices required to be provided by one Party to the other shall be addressed or delivered to the designated Contact Person.

ATTACHMENT “C”

The Annual Fee assessed to each Contracting Entity shall be calculated as follows:

(A) The Previous Fiscal Year (FY) Dispatch Operating Budget * (B) The average % of calls over the previous five calendar years = (C) Annual Fee

City of Burnet FY 23/24 Annual Fee Calculation

A*B=C

\$1,181,870 * 24.03% (16.56%+7.47%) = \$283,963.75

City's FY 2022/2023 Operating Budget (A)						\$1,181,870			
Contracting Entity	Call Volume					Five Year Average		FY 23/24	
	2018	2019	2020	2021	2022	# of Calls	% of Calls (B)	Dispatch Fee (C)	
Marble Falls	17,182	20,700	17,740	20,465	19,558	19,129	31.73%	\$ 375,040.91	
Granite Shoals	6,463	8,622	11,689	17,944	16,012	12,146	20.15%	\$ 238,133.04	
Horseshoe Bay	3,444	3,511	3,593	4,533	4,653	3,947	6.55%	\$ 77,380.49	
ESD #6	694	921	1,106	1,062	1,032	963	1.60%	\$ 18,880.46	
Cottonwood Shores	1,722	2,381	2,562	4,724	7,740	3,826	6.35%	\$ 75,008.18	
MFAEMS	5,235	5,260	5,184	5,530	5,607	5,363	8.90%	\$ 105,150.26	
ESD #3	269	269	269	269	269	269	0.45%	\$ 5,273.98	
Burnet PD	7,279	9,799	9,940	11,667	11,221	9,981	16.56%	\$ 195,690.23	
Burnet FD	4,335	4,385	4,131	5,015	4,646	4,502	7.47%	\$ 88,273.52	\$283,963.75
Spicewood Fire	155	155	155	155	155	155	0.26%	\$ 3,038.91	
Totals	46,778	56,003	56,369	71,364	70,893	60,281	100.00%	\$1,181,870.00	
						Per Call Cost		\$ 19.61	

ATTACHMENT “D”

Motorola Solutions Software Proposals

Billing Address:
 BURNET POLICE
 DEPARTMENT
 105 S RHOMBERG ST
 BURNET, TX 78611
 US

Shipping Address:
 BURNET POLICE
 DEPARTMENT
 105 S RHOMBERG ST
 BURNET, TX 78611
 US

Quote Date:09/02/2023
Expiration Date:09/01/2024
Quote Created By:
 Billy Duncan
 Billy.Duncan@
 motorolasolutions.com

End Customer:
 BURNET POLICE DEPARTMENT
 Brian Lee
 blee@cityofburnet.com
 512-756-6404

Payment Terms:30 NET

Line #	Item Number	APC	Description	Qty	Term
	Flex				
1	DS000000122-SP	0467	ZEBRA ZD421 PRINTER	1	
2	SSV00S00063A-SP	0385	LAW RECORDS SOFTWARE	1	
3	SSV00S00105A-SP	9974	BRAZOS XML INTERFACE SOFTWARE	1	
4	SSV00S00356A-SP	0498	MOBILE VOICELESS CAD SOFTWARE	1	
5	DSAXY02347-004	0468	AXIS M5075-G, MINI PTZ DOME CAMERA	1	
6	SSV00S00195A-SP	0385	EVIDENCE MANAGEMENT SOFTWARE	1	
7	SSV00S00011A-SP	0367	STATELINK SOFTWARE	1	
8	DS000000022A-SP	0467	PASSKEY DEVICES HARDWARE	50	
9	DS000000087A-SP	0445	MEMOR 10 POWER SUPPLY DOCK	1	
10	SSV00S00070A-SP	0385	IBR SOFTWARE	1	
11	SSV00S00333A-SP	0498	MOBILE ARREST FORM SOFTWARE	1	
12	ISV00S01856A	0097	FLEX RECORDS DELIVERY SERVICES	1	



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc., 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	APC	Description	Qty	Term
13	SSV00S00010A-SP	0498	MOBILE STATE & NATIONAL QUERIES SOFTWARE	1	
14	DS000000088A-SP	0445	MEMOR 10 POWER CORD	1	
15	SSV00S00282A-SP	0385	INSIGHT SOFTWARE	1	
16	SSV00S00336A-SP	0498	MOBILE FIELD REPORT WITH FIELD INTERVIEW SOFTWARE	1	
17	DS000000084A-SP	0445	MEMOR 10 EVIDENCE LABELS	1	
18	DS0000000110A-SP	0445	MEMOR 10/11 3 YR SERVICE CONTRACT	1	
19	DS000000119A-SP	0445	PS-KITTING	1	
20	SSV00S00192A-SP	0385	EVIDENCE BARCODE AND AUDITING SOFTWARE	1	
21	SSV00S00264A-SP	0385	IMAGING SOFTWARE	1	
22	SSV00S00065A-SP	0498	MOBILE RECORDS SOFTWARE	1	
23	DS000000059A-SP	0467	AXIS T91B21 CAMERA STAND	1	
24	SSV00S00056A-SP	0367	HUB SOFTWARE	1	
25	ISV00S01857A	0099	FLEX JAIL DELIVERY SERVICES	1	
26	DS000000085A-SP	0445	MEMOR 10 EVIDENCE THERMAL RIBBON	1	
27	SSV00S00064A-SP	0498	MOBILE AVL AND MAPPING SOFTWARE	1	
28	SSV00S00529A-SP	0385	TRAFFIC INFORMATION SOFTWARE	1	
29	PSV00S01454A	0217	LMS ONBOARDING	1	
30	ISV00S01851A	0030	FLEX CAD DELIVERY SERVICES	1	
31	DS000000078A-SP	0467	MEMOR 10 DATALOGIC	1	
32	SSV00S00042A-SP	0385	ACTIVE DIRECTORY INTEGRATION SOFTWARE	1	
33	DS000000004A-SP	0467	DATALOGIC GRYPHON BARCODE SCANNER HARDWARE	1	
34	DS000000086A-SP	0445	MEMOR 10 SINGLE SLOT CHARGING DOCK	1	



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc., 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	APC	Description	Qty	Term
35	SSV00S00033A-SP	0196	LAW RECORDS MAINTENANCE - STANDARD	1	5 YEAR
36	SSV00S00052A-SP	0173	STATELINK MAINTENANCE - STANDARD	1	5 YEAR
37	SSV00S00190A-SP	0196	EVIDENCE BARCODE AND AUDITING MAINTENANCE - STANDARD	1	5 YEAR
38	SSV00S00038A-SP	0336	MOBILE RECORDS MAINTENANCE - STANDARD	1	5 YEAR
39	SSV00S00262A-SP	0196	IMAGING MAINTENANCE - STANDARD	1	5 YEAR
40	SSV00S00103A-SP	9972	BRAZOS XML INTERFACE MAINTENANCE - STANDARD	1	5 YEAR
41	SSV00S00193A-SP	0196	EVIDENCE MANAGEMENT MAINTENANCE - STANDARD	1	5 YEAR
42	SSV00S00050A-SP	0196	IBR MAINTENANCE - STANDARD	1	5 YEAR
43	SSV00S00331A-SP	0336	MOBILE ARREST FORM MAINTENANCE - STANDARD	1	5 YEAR
44	SSV00S00015A-SP	0173	HUB MAINTENANCE (ENHANCED) - STANDARD	1	5 YEAR
45	SSV00S00280A-SP	0196	INSIGHT MAINTENANCE - STANDARD	1	5 YEAR
46	SSV00S00352A-SP	0336	MOBILE STATE & NATIONAL QUERIES MAINTENANCE - STANDARD	1	5 YEAR
47	SSV00S00036A-SP	0336	MOBILE AVL AND MAPPING MAINTENANCE - STANDARD	1	5 YEAR
48	SSV00S00354A-SP	0336	MOBILE VOICELESS CAD MAINTENANCE - STANDARD	1	5 YEAR
49	SSV00S00527A-SP	0196	TRAFFIC INFORMATION MAINTENANCE - STANDARD	1	5 YEAR
50	SSV00S00334A-SP	0336	MOBILE FIELD REPORT WITH FIELD INTERVIEW MAINTENANCE - STANDARD	1	5 YEAR
51	SSV00S00029A-SP	0196	ACTIVE DIRECTORY INTEGRATION MAINTENANCE - STANDARD	1	5 YEAR



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc., 500 West Monroe, United States - 60661 - #: 36-1115800

Grand Total

\$267,931.01(USD)
Pricing Summary

	Sale Price	
Upfront Costs for software licensing and implementation fees.	\$191,167.69	\$0.00
Maintenance fees for years 2-5 will be billed to Marble Falls PD.		
Year 2 Subscription Fee	\$19,190.83	\$0.00
Year 3 Subscription Fee	\$19,190.83	\$0.00
Year 4 Subscription Fee	\$19,190.83	\$0.00
Year 5 Subscription Fee	\$19,190.83	\$0.00
Grand Total System Price	\$267,931.01	\$0.00

Notes:

- The Annual Maintenance Fees for Years 2-5 Will be Billed to Marble Falls Police Department.
- Marble Falls Personnel Will Assist in Providing Configuration and Training Services.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Future Maintenance

- Future maintenance is estimated for your planning purposes and is not included in this purchase.

Term 6 Flex Maintenance Total: \$18,740.15

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Motorola Solutions within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Motorola Solutions. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

Motorola Solutions, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Customer

By: _____

Name: _____

Title: _____

Date: _____



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc., 500 West Monroe, United States - 60661 - #: 36-1115800

Shared Agency Agreement

This Shared Agency Agreement, together with the Purchase and License Agreement executed by the Host Agency and Exhibit B or one or more executed Sales Quote/Purchase Agreements (collectively, the "License Agreement"), constitute one integrated agreement and is the complete and exclusive statement of Motorola Solutions' obligations and responsibilities with regard to the Flex software licensed hereunder (the "Software"). All capitalized terms used and not otherwise defined herein shall have the definitions given to such terms in the License Agreement.

Section 1: Definitions:

- 1.1 Shared Agency** - A "Shared Agency" is an agency that has purchased the right and license to use the same copy of the Software currently licensed by Motorola Solutions to the Host Agency, as set forth in the License Agreement.
- 1.2 Host Agency** - The "Host Agency" is a current Motorola Solutions licensee and customer that is authorized by Motorola Solutions and has agreed to share its use of the Software installed at its facilities with the Shared Agency.

Section 2: License

- 2.1 Grant of License.** Motorola Solutions grants to Shared Agency a non-exclusive, non-transferable license to use the same copy of the Software, its Documentation and other related materials, which are presently licensed to the Host Agency, subject to the terms and conditions set forth in the License Agreement, as well as the terms and conditions specified in this Shared Agency Agreement. The liability cap set forth in Section 11.5 of the License Agreement, as it applies to Shared Agency, shall be the license fees paid by Shared Agency to Motorola. Shared Agency agrees to comply with all such terms and conditions.
- 2.2 Termination.** This Shared Agency Agreement will terminate automatically if and when the License Agreement terminates for any reason. Motorola Solutions or the Host Agency may immediately terminate this Shared Agency Agreement and license at any time if the Shared Agency breaches the terms of this Shared Agency Agreement or the License Agreement. The Host Agency may terminate this Shared Agency Agreement at any time, with or without cause, upon ninety (90) days prior written notice to Motorola Solutions and the Shared Agency, unless otherwise agreed in writing by the Host Agency.
- 2.3 No Assignment.** The Shared Agency may not assign or transfer this Shared Agency Agreement to any other entity or agency, including by operation of law, without the prior written consent of the Host Agency and Motorola Solutions, which shall not be unreasonably withheld.

Section 3: Scope of Rights

- 3.1 Support and Services.** Shared Agency understands that, unless otherwise agreed in writing by all parties, all assistance, support and maintenance services for the Software may be obtained by Shared Agency only through the Host Agency. This Shared Agency Agreement does not entitle Shared Agency to any Motorola Solutions services beyond the license to use the Software.
- 3.2 Warranty.** The Warranty Period for the Software (as defined in Section 11.1 of the License Agreement) is limited to the remaining time, if any, originally granted under the License Agreement.

Accepted and Approved:

Shared Agency: Burnet Police Department

Signature: _____

Print Name: _____

Title: _____

Date: _____

Motorola Solutions, Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Host Agency Acknowledgement

The signature below is to acknowledge and agree that each Shared Agency listed below will join the undersigned Host Agency's Flex public safety software system as a Shared Agency, per the terms of the separately signed Shared Agency Agreement between the individual Shared Agency and Motorola Solutions, Inc., which is subject to the Host Agency's Purchase and License Agreement with Motorola.

Marble Falls Police Department

Signature: _____

Print Name: _____

Title: _____

Phone: _____

Date: _____

Shared Agency(ies)

- Burnet Police Department



Police Department

ITEM 4.8

Brian Lee
Chief of Police
512-715-3483
blee@cityofburnet.com

Action

Meeting Date: November 14, 2023

Agenda Item: Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING A SHARED AGENCY AGREEMENT, TOGETHER WITH THE PURCHASE AND LICENSE AGREEMENT WITH MOTOROLA SOLUTIONS FOR SOFTWARE AND HARDWARE FOR POLICE, FIRE AND EMERGENCY MEDICAL SERVICES DISPATCH: B. Lee

Background: The City is in the process of changing Police, Fire and Emergency Medical Services (collectively "*emergency services*") dispatch service providers from Burnet County to the City of Marble Falls. In order to make the transition, it is necessary to upgrade and modify emergency services communication equipment hardware and software to comport with that used by the City of Marble Falls.

Information: The Agreement with Motorola Solutions will provide the necessary upgrades and modifications. Marble Falls Personnel Will Assist in Providing Configuration and Training Services.

Fiscal Impact Upfront Costs for Hardware, Accessories, and Implementation (if applicable), plus First Year Subscription Fee is \$191,167.69. Staff will report to Council if there are any additional fees (such as subsequent year subscription and/or future maintenance fees) at the City Council meeting.

Recommendation: Approve Resolution No. R2023-79 as presented.

RESOLUTION NO. R2023-79

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING A SHARED AGENCY AGREEMENT, TOGETHER WITH THE PURCHASE AND LICENSE AGREEMENT WITH MOTOROLA SOLUTIONS FOR SOFTWARE AND HARDWARE FOR POLICE, FIRE AND EMERGENCY MEDICAL SERVICES DISPATCH

Whereas, the City is in the process of changing Police, Fire and Emergency Medical Services (collectively "*emergency services*") dispatch service providers from Burnet County to the City of Marble Falls; and

Whereas, in order to make the transition, it is necessary to upgrade and modify emergency services communication equipment hardware and software to comport with that used by the City of Marble Falls; and

Whereas, the Agreement with Motorola Solutions, that is the subject of this resolution, will provide the necessary upgrades and modifications.

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

Section one. Amendment Approved. The agreement entitled Motorola Solutions Quote-2312884, attachment hereto and incorporated by reference herein for all purposes is hereby approved.

Section two. Authorization. The city manager is hereby authorized to execute an instrument in substantial form as the attachment hereto and take such further action 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.

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

Remainder of page intentionally blank and signature page follows.

Resolution: Agreement with Motorola Solutions

PASSED AND APPROVED this the 14th day of November 2023.

CITY OF BURNET, TEXAS

ATTEST:

Gary Wideman, Mayor

Kelly Dix, City Secretary

Billing Address:
 BURNET POLICE
 DEPARTMENT
 105 S RHOMBERG ST
 BURNET, TX 78611
 US

Shipping Address:
 BURNET POLICE
 DEPARTMENT
 105 S RHOMBERG ST
 BURNET, TX 78611
 US

Quote Date:09/02/2023
 Expiration Date:09/01/2024
 Quote Created By:
 Billy Duncan
 Billy.Duncan@
 motorolasolutions.com

 End Customer:
 BURNET POLICE DEPARTMENT
 Brian Lee
 blee@cityofburnet.com
 512-756-6404

 Payment Terms:30 NET

Line #	Item Number	APC	Description	Qty	Term
	Flex				
1	DS000000122-SP	0467	ZEBRA ZD421 PRINTER	1	
2	SSV00S00063A-SP	0385	LAW RECORDS SOFTWARE	1	
3	SSV00S00105A-SP	9974	BRAZOS XML INTERFACE SOFTWARE	1	
4	SSV00S00356A-SP	0498	MOBILE VOICELESS CAD SOFTWARE	1	
5	DSAXY02347-004	0468	AXIS M5075-G, MINI PTZ DOME CAMERA	1	
6	SSV00S00195A-SP	0385	EVIDENCE MANAGEMENT SOFTWARE	1	
7	SSV00S00011A-SP	0367	STATELINK SOFTWARE	1	
8	DS000000022A-SP	0467	PASSKEY DEVICES HARDWARE	50	
9	DS000000087A-SP	0445	MEMOR 10 POWER SUPPLY DOCK	1	
10	SSV00S00070A-SP	0385	IBR SOFTWARE	1	
11	SSV00S00333A-SP	0498	MOBILE ARREST FORM SOFTWARE	1	
12	ISV00S01856A	0097	FLEX RECORDS DELIVERY SERVICES	1	



Line #	Item Number	APC	Description	Qty	Term
13	SSV00S00010A-SP	0498	MOBILE STATE & NATIONAL QUERIES SOFTWARE	1	
14	DS000000088A-SP	0445	MEMOR 10 POWER CORD	1	
15	SSV00S00282A-SP	0385	INSIGHT SOFTWARE	1	
16	SSV00S00336A-SP	0498	MOBILE FIELD REPORT WITH FIELD INTERVIEW SOFTWARE	1	
17	DS000000084A-SP	0445	MEMOR 10 EVIDENCE LABELS	1	
18	DS0000000110A-SP	0445	MEMOR 10/11 3 YR SERVICE CONTRACT	1	
19	DS000000119A-SP	0445	PS-KITTING	1	
20	SSV00S00192A-SP	0385	EVIDENCE BARCODE AND AUDITING SOFTWARE	1	
21	SSV00S00264A-SP	0385	IMAGING SOFTWARE	1	
22	SSV00S00065A-SP	0498	MOBILE RECORDS SOFTWARE	1	
23	DS000000059A-SP	0467	AXIS T91B21 CAMERA STAND	1	
24	SSV00S00056A-SP	0367	HUB SOFTWARE	1	
25	ISV00S01857A	0099	FLEX JAIL DELIVERY SERVICES	1	
26	DS000000085A-SP	0445	MEMOR 10 EVIDENCE THERMAL RIBBON	1	
27	SSV00S00064A-SP	0498	MOBILE AVL AND MAPPING SOFTWARE	1	
28	SSV00S00529A-SP	0385	TRAFFIC INFORMATION SOFTWARE	1	
29	PSV00S01454A	0217	LMS ONBOARDING	1	
30	ISV00S01851A	0030	FLEX CAD DELIVERY SERVICES	1	
31	DS000000078A-SP	0467	MEMOR 10 DATALOGIC	1	
32	SSV00S00042A-SP	0385	ACTIVE DIRECTORY INTEGRATION SOFTWARE	1	
33	DS000000004A-SP	0467	DATALOGIC GRYPHON BARCODE SCANNER HARDWARE	1	
34	DS000000086A-SP	0445	MEMOR 10 SINGLE SLOT CHARGING DOCK	1	



Line #	Item Number	APC	Description	Qty	Term
35	SSV00S00033A-SP	0196	LAW RECORDS MAINTENANCE - STANDARD	1	5 YEAR
36	SSV00S00052A-SP	0173	STATELINK MAINTENANCE - STANDARD	1	5 YEAR
37	SSV00S00190A-SP	0196	EVIDENCE BARCODE AND AUDITING MAINTENANCE - STANDARD	1	5 YEAR
38	SSV00S00038A-SP	0336	MOBILE RECORDS MAINTENANCE - STANDARD	1	5 YEAR
39	SSV00S00262A-SP	0196	IMAGING MAINTENANCE - STANDARD	1	5 YEAR
40	SSV00S00103A-SP	9972	BRAZOS XML INTERFACE MAINTENANCE - STANDARD	1	5 YEAR
41	SSV00S00193A-SP	0196	EVIDENCE MANAGEMENT MAINTENANCE - STANDARD	1	5 YEAR
42	SSV00S00050A-SP	0196	IBR MAINTENANCE - STANDARD	1	5 YEAR
43	SSV00S00331A-SP	0336	MOBILE ARREST FORM MAINTENANCE - STANDARD	1	5 YEAR
44	SSV00S00015A-SP	0173	HUB MAINTENANCE (ENHANCED) - STANDARD	1	5 YEAR
45	SSV00S00280A-SP	0196	INSIGHT MAINTENANCE - STANDARD	1	5 YEAR
46	SSV00S00352A-SP	0336	MOBILE STATE & NATIONAL QUERIES MAINTENANCE - STANDARD	1	5 YEAR
47	SSV00S00036A-SP	0336	MOBILE AVL AND MAPPING MAINTENANCE - STANDARD	1	5 YEAR
48	SSV00S00354A-SP	0336	MOBILE VOICELESS CAD MAINTENANCE - STANDARD	1	5 YEAR
49	SSV00S00527A-SP	0196	TRAFFIC INFORMATION MAINTENANCE - STANDARD	1	5 YEAR
50	SSV00S00334A-SP	0336	MOBILE FIELD REPORT WITH FIELD INTERVIEW MAINTENANCE - STANDARD	1	5 YEAR
51	SSV00S00029A-SP	0196	ACTIVE DIRECTORY INTEGRATION MAINTENANCE - STANDARD	1	5 YEAR



Grand Total

\$267,931.01(USD)

Pricing Summary

	Sale Price	
Upfront Costs for software licensing and implementation fees.	\$191,167.69	\$0.00
Maintenance fees for years 2-5 will be billed to Marble Falls PD.		
Year 2 Subscription Fee	\$19,190.83	\$0.00
Year 3 Subscription Fee	\$19,190.83	\$0.00
Year 4 Subscription Fee	\$19,190.83	\$0.00
Year 5 Subscription Fee	\$19,190.83	\$0.00
Grand Total System Price	\$267,931.01	\$0.00

Notes:

- The Annual Maintenance Fees for Years 2-5 Will be Billed to Marble Falls Police Department.
- Marble Falls Personnel Will Assist in Providing Configuration and Training Services.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Future Maintenance

- Future maintenance is estimated for your planning purposes and is not included in this purchase.

Term 6 Flex Maintenance Total: \$18,740.15

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Motorola Solutions within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Motorola Solutions. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

Motorola Solutions, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Customer

By: _____

Name: _____

Title: _____

Date: _____



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Shared Agency Agreement

This Shared Agency Agreement, together with the Purchase and License Agreement executed by the Host Agency and Exhibit B or one or more executed Sales Quote/Purchase Agreements (collectively, the "License Agreement"), constitute one integrated agreement and is the complete and exclusive statement of Motorola Solutions' obligations and responsibilities with regard to the Flex software licensed hereunder (the "Software"). All capitalized terms used and not otherwise defined herein shall have the definitions given to such terms in the License Agreement.

Section 1: Definitions:

- 1.1 Shared Agency** - A "Shared Agency" is an agency that has purchased the right and license to use the same copy of the Software currently licensed by Motorola Solutions to the Host Agency, as set forth in the License Agreement.
- 1.2 Host Agency** - The "Host Agency" is a current Motorola Solutions licensee and customer that is authorized by Motorola Solutions and has agreed to share its use of the Software installed at its facilities with the Shared Agency.

Section 2: License

- 2.1 Grant of License.** Motorola Solutions grants to Shared Agency a non-exclusive, non-transferable license to use the same copy of the Software, its Documentation and other related materials, which are presently licensed to the Host Agency, subject to the terms and conditions set forth in the License Agreement, as well as the terms and conditions specified in this Shared Agency Agreement. The liability cap set forth in Section 11.5 of the License Agreement, as it applies to Shared Agency, shall be the license fees paid by Shared Agency to Motorola. Shared Agency agrees to comply with all such terms and conditions.
- 2.2 Termination.** This Shared Agency Agreement will terminate automatically if and when the License Agreement terminates for any reason. Motorola Solutions or the Host Agency may immediately terminate this Shared Agency Agreement and license at any time if the Shared Agency breaches the terms of this Shared Agency Agreement or the License Agreement. The Host Agency may terminate this Shared Agency Agreement at any time, with or without cause, upon ninety (90) days prior written notice to Motorola Solutions and the Shared Agency, unless otherwise agreed in writing by the Host Agency.
- 2.3 No Assignment.** The Shared Agency may not assign or transfer this Shared Agency Agreement to any other entity or agency, including by operation of law, without the prior written consent of the Host Agency and Motorola Solutions, which shall not be unreasonably withheld.

Section 3: Scope of Rights

- 3.1 Support and Services.** Shared Agency understands that, unless otherwise agreed in writing by all parties, all assistance, support and maintenance services for the Software may be obtained by Shared Agency only through the Host Agency. This Shared Agency Agreement does not entitle Shared Agency to any Motorola Solutions services beyond the license to use the Software.
- 3.2 Warranty.** The Warranty Period for the Software (as defined in Section 11.1 of the License Agreement) is limited to the remaining time, if any, originally granted under the License Agreement.

Accepted and Approved:

Shared Agency: Burnet Police Department

Signature: _____

Print Name: _____

Title: _____

Date: _____

Motorola Solutions, Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Host Agency Acknowledgement

The signature below is to acknowledge and agree that each Shared Agency listed below will join the undersigned Host Agency's Flex public safety software system as a Shared Agency, per the terms of the separately signed Shared Agency Agreement between the individual Shared Agency and Motorola Solutions, Inc., which is subject to the Host Agency's Purchase and License Agreement with Motorola.

Marble Falls Police Department

Signature: _____

Print Name: _____

Title: _____

Phone: _____

Date: _____

Shared Agency(ies)

- Burnet Police Department
-



Administration

ITEM 4.9

Brian Lee
Chief of Police
512.756-6404
blee@cityofburnet.com

Action

Meeting Date: November 14, 2023

Agenda Item: Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET TEXAS AUTHORIZING THE CITY MANAGER TO TERMINATE THE COOPERATIVE AGREEMENT FOR COUNTY PROVIDED EMERGENCY DISPATCH SERVICES UPON THE SUCCESSFUL TRANSITION TO EMERGENCY DISPATCH SERVICE PROVISION BY MARBLE FALLS: B. Lee

Background: Emergency Dispatch Services (911 service) is currently provided to the City by Burnet County pursuant to a Cooperative Agreement effective until September 30, 2024. The City is transitioning to receive 911 service from the City of Marble Falls pursuant to an Interlocal Agreement. The interlocal agreement with Burnet County provides for termination with 120 days' notice.

Information: This resolution authorizes the City Manager to terminate the cooperative agreement with the county upon the City Manager's determination the transition to provision of 911 service by Marble Falls will be completed by the end of the 120 day notice period.

Fiscal Impact: The fiscal impact will cease ongoing payments to Burnet County and begin payments on a pro rata basis to Marble Falls according to the interlocal agreement for dispatching services for the remainder of this fiscal year. Ongoing payment to Marble Falls will be in accordance with the new interlocal agreement for dispatch services.

Recommendation: Approve Resolution No. R2023-78 as presented.

RESOLUTION NO. R2023-78

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET TEXAS AUTHORIZING THE CITY MANAGER TO TERMINATE THE COOPERATIVE AGREEMENT FOR COUNTY PROVIDED EMERGENCY DISPATCH SERVICES UPON THE SUCCESSFUL TRANSITION TO EMERGENCY DISPATCH SERVICE PROVISION BY MARBLE FALLS.

WHEREAS, emergency Dispatch Services (911 service) is currently provided to the City by Burnet County pursuant to a Cooperative Agreement effective until September 30, 2024; and

WHEREAS, the City is transitioning to receive 911 service from the City of Marble Falls pursuant to an Interlocal Agreement; and

WHEREAS, this resolution is necessary to authorize the City Manager to terminate the cooperative agreement with the county upon the City Manager's determination the transition to provision of 911 service by Marble Falls will be completed by the end of the 120 day notice period.

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

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

Section two. Authorization. The City Manager is hereby authorized and directed to terminate the Cooperative Agreement with Burnet County upon the City Manager's determination the transition of 911 service provision to Marble Falls will be completed by the end of the 120-day notice period. The authorization herein granted requires no further action by this Council.

Section three. Effective Date. This resolution shall take immediate effect after approved on first reading.

PASSED, APPROVED AND ADOPTED on this the 14th day of November 2023.

CITY OF BURNET:

Gary Wideman, Mayor

ATTEST:

Kelly Dix, City Secretary



Development Services

ITEM 4.10

Leslie Kimbler
Planning Manager
512-715-3215
lkimbler@cityofburnet.com

Action

Meeting Date: November 14, 2023

Agenda Item: Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT TO PROVIDE A SINGLE CONNECTION WATER SERVICE FOR ONE HOUSEHOLD LOCATED IN THE EXTRATERRITORIAL JURISDICTION: L. Kimbler

Background: The subject tract of land is subject to a Water and Right-of-Way Easement which allowed the placement of the water transmission line. The property is not located within a water certificate of convenience and necessity service area; therefore, the property owner has requested water service connection from the City. The connection would be provided by tapping the water transmission line which runs through the property.

Information: This agreement assures the tap and meter shall be of such size as to only serve one household and provides the meter shall be installed upon the landowner's payment of the stated impact and meter fees. Extension of the service line from the meter to the house will be at the landowner's expense. Additionally, the agreement discloses the tap 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 tap/water service connection.

Fiscal Impact: The City shall recover its costs associated with the installation of the water meter from the landowner. In addition, the landowner shall pay out of city usage fees each month based on water consumption.

Recommendation: Staff recommends approved of Resolution No. R2023-80 as presented.

RESOLUTION NO. R2023-80

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACTS TO PROVIDE SINGLE CONNECTION WATER SERVICES FOR ONE HOUSEHOLD LOCATED IN THE EXTRATERRITORIAL JURISDICTION

WHEREAS, the subject tract of land is subject to a Water and Right-of-Way Easement which allowed the placement of the water transmission line; and

WHEREAS, the property is not located within a water certificate of convenience and necessity service area; therefore, the property owner has requested water service connection from the City and

WHEREAS, the connection would be provided by tapping the water transmission line which runs through the property; and

WHEREAS, the purpose of this resolution is to approve an agreement stating the terms and conditions by which the water meter shall be provided.

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

Section one. Approved. The Water Service Utility Agreement, attachment hereto, is hereby approved.

Section two. Authorization. The City Manager 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 facility the purpose of this resolution. This authorization shall be null and void if the Water Service Utility Agreement is not fully executed within ninety (90) days of passage 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.

Section four. Effective Date. This Ordinance shall be effective upon the date of final adoption hereof and publication as required by law.

PASSED AND APPROVED this the 14th day of November 2023

CITY OF BURNET, TEXAS

Gary Wideman, Mayor

ATTEST:

Kelly Dix, City Secretary

WATER UTILITY SERVICE AGREEMENT

THIS AGREEMENT is made and entered into, as of the date stated below, by and between the City of Burnet, a Texas home rule municipality, (hereinafter called “City”) and Lance Shay Brinkley and Robin Ellen Brinkley, Co-Trustees of The Brinkley Management Trust, (hereinafter called “Customer”).

WITNESSETH:

WHEREAS, Customer has requested City provide water service to lands now legally or equitably owned by Customer and more particularly described in **Exhibit “A”**, attached hereto and hereinafter referred to as the “Property”; and

WHEREAS, the parties agree that Customer’s Property is not located within any Texas Public Utility Commission certificated area for water service; and

WHEREAS, in response to the service request City’s council of government approved Resolution No. 2023-80 authorizing the city manager to enter into a water service agreement with Customer provide such agreement contain the terms that follow:

- (i) the agreement shall allow one standard tap for the Property (3/4” or 1” meter); and
- (ii) the service applicant shall pay all connection fees and a capital recovery fee equivalent to the community impact fees required for the connection; and
- (iii) the out of city water service rate shall apply; and
- (iv) the agreement shall provide for a waiver of claims against city for any damage sustained due to high water pressure.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

Part A. Establishment of Service.

- (1) The obligation of City to provide the Services is conditioned upon present rules, regulations and statutes of the United States of America, the State of Texas, Burnet County, the Lower Colorado River Authority; and the City of Burnet, as same may be amended from time to time. Customer acknowledges that if the rules, regulations, and statutes of the said entities that are in effect upon the execution date of this Agreement are repealed, revised, or amended to such an extent that City becomes incapable of, or prevented from, providing the Services, then no liability of any nature is to be imposed upon City as a result of City’s compliance with such legal or regulatory mandates, including, but not limited to the Lower Colorado River Authority’s water conservation rules.

- (2) Customer shall provide, at no cost to City, necessary easements on the Property as required for City Utility System to serve the Property. The Customer's mortgagee shall execute any and all necessary documents as may be necessary to accomplish same, and Customer shall be responsible for obtaining such execution by its mortgagee.
- (3) Customer shall bear the entire cost of both extending City's Utility System to the Property and for the construction of any necessary water infrastructure within the Property.
- (4) City shall provide one standard tap and one ¾" or 1" meter under this Agreement.
- (5) Prior to connection of service Customer shall make payment in full. For existing tap, customer shall pay the amount of the connection fee and Capital Recover fee; for new tap, the amount of \$4,193.75 as itemized in Exhibit "B".
- (6) Customer shall be billed monthly for service and shall pay the "outside of city limits" rate as prescribed in City Code Chapter 110 Article II, as same may be amended from time to time.

Part B. Delivery of Service.

- (1) Water will be delivered to Customer at the point of delivery as determined by City. Although City will consult with Customer as to the most mutually beneficial point of delivery, final determination shall be at the sole discretion of City.
- (2) City does not guarantee any minimum or maximum water pressure. Customer 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.
- (3) CUSTOMER ACKNOWLEDGES THAT THE POINT OF DELIVERY SHALL BE FROM A HIGH-PRESSURE TRANSMISSION LINE AND AGREES THAT CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL DAMAGES CAUSED BY HIGH WATER PRESSURE TO ITS SYSTEM OR TO ANY PERSONAL OR REAL PROPERTY OR ALL INJURIES CAUSED TO ANY PERSON; AND CUSTOMER AGREES TO TAKE ALL NECESSARY STEPS TO REDUCE WATER PRESSURE AFTER THE POINT OF DELIVERY TO ELIMINATE THE POTENTIAL FOR SUCH DAMAGE.
- (4) The quality of water to be supplied and delivered by the City at the Point of Delivery shall meet the quality criteria prescribed by federal or state

law for public water supply and specifically satisfy the TCEQ Drinking Water Standards Governing Drinking Water Quality and Reporting Requirements for Public Water Systems, 30 Tex. Admin. Code Chapter 290, Subchapter F, as currently in effect or as may be amended or superseded from time to time. Purchaser has satisfied itself that such Water is suitable for its needs.

- (5) Delivery, volume, and pressure of potable water to Customer under this Agreement is subject to and limited by the City's available water supply and water system treatment and transportation capabilities. The City shall have the right to curtail or ration service to Customer in times of high system demand, or temporary in the same manner and to the same extent that the City imposes such curtailment or water rationing on other out of city customers of the City; and to curtail water service in the event of a required maintenance operation, replacement of capital facilities, or emergency for a reasonable period necessary to complete such maintenance operations or capital replacement, effect emergency repairs, Forced Outage, Planned Outage or otherwise respond to emergency conditions.

C. General Provisions.

- (1) This Agreement shall expire and be of no further force or effect on or after 11:59 p.m. on December 31, 2034.
- (2) Notwithstanding the foregoing, this Agreement shall be void, and of no further effect, should customer fail to pay all monetary amounts due hereunder within thirty (30) days of execution of this Agreement; moreover, the City may suspend or terminate services provided pursuant to this agreement should customer fail to comply with any requirement of this Agreement, or otherwise imperil public health and safety, by unsafe or wasteful use of water provided pursuant hereunder.
- (3) Customer may not assign or transfer this Agreement or the benefits provided herein.
- (4) Water service provided under this Agreement may only be used at the Property to serve the domestic needs of Customer.
- (5) TO THE EXTENT ALLOWED BY LAW AND TEXAS CONSTITUTION, THE CUSTOMER FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS SUCCESSOR AND ASSIGNS FROM THE ANY AND ALL CLAIMS OF THIRD PARTIES ARISING OUT OF: (1) ANY DAMAGE TO PROPERTY OR PERSONS CAUSED BY HIGH WATER PRESSURE; AND (2) ANY WORK PERFORMED BY

CUSTOMER (OR ITS EMPLOYEES OR CONTRACTORS) DURING THE DESIGN AND CONSTRUCTION OF INFRASTRUCTURE UP TO THE TIME OF ACCEPTANCE BY CITY .

- (6) Any notice, request, demand, report, certificate or other instrument which may be required or permitted to be furnished to or served upon the parties shall be deemed sufficiently given or furnished or served, if in writing, and deposited in the United States mail, registered or certified, return receipt requested, addressed to such party at the address set forth below:

IF TO CITY: CITY OF BURNET
% CITY MANAGER
PO BOX 1369
1001 BUCHANAN DRIVE, SUITE 4
BURNET, TEXAS 78611

IF TO CUSTOMER: LANCE SHAY BRINKLEY AND ROBIN ELLEN BRINKLEY
875 STEFFEY LANE
BURNET, TX 78611

- (7) If for any reason any one or more paragraphs of this Agreement are held legally invalid, such judgment shall not prejudice, affect impair or invalidate the remaining paragraphs of the Agreement as a whole, but shall be confined to the specific sections, clauses, or paragraphs of this contract held legally invalid.
- (8) The Effective Date of this Agreement shall be the date signed by the authorized representative of City.
- (9) By signing this Agreement, the Customer represents and warrants that it is the legal title and ownership to the Property.

ACCEPTED AND AGREED TO IN ALL THINGS:

CITY

CITY OF BURNET

By: _____
David Vaughn, City Manager

Date: _____
(Effective Date)

CUSTOMER

LANCE SHAY BRINKLEY

Date: _____

ROBIN ELLEN BRINKLEY

Date: _____

Exhibits "A" and "B" attached.

Exhibit "A" Property Description

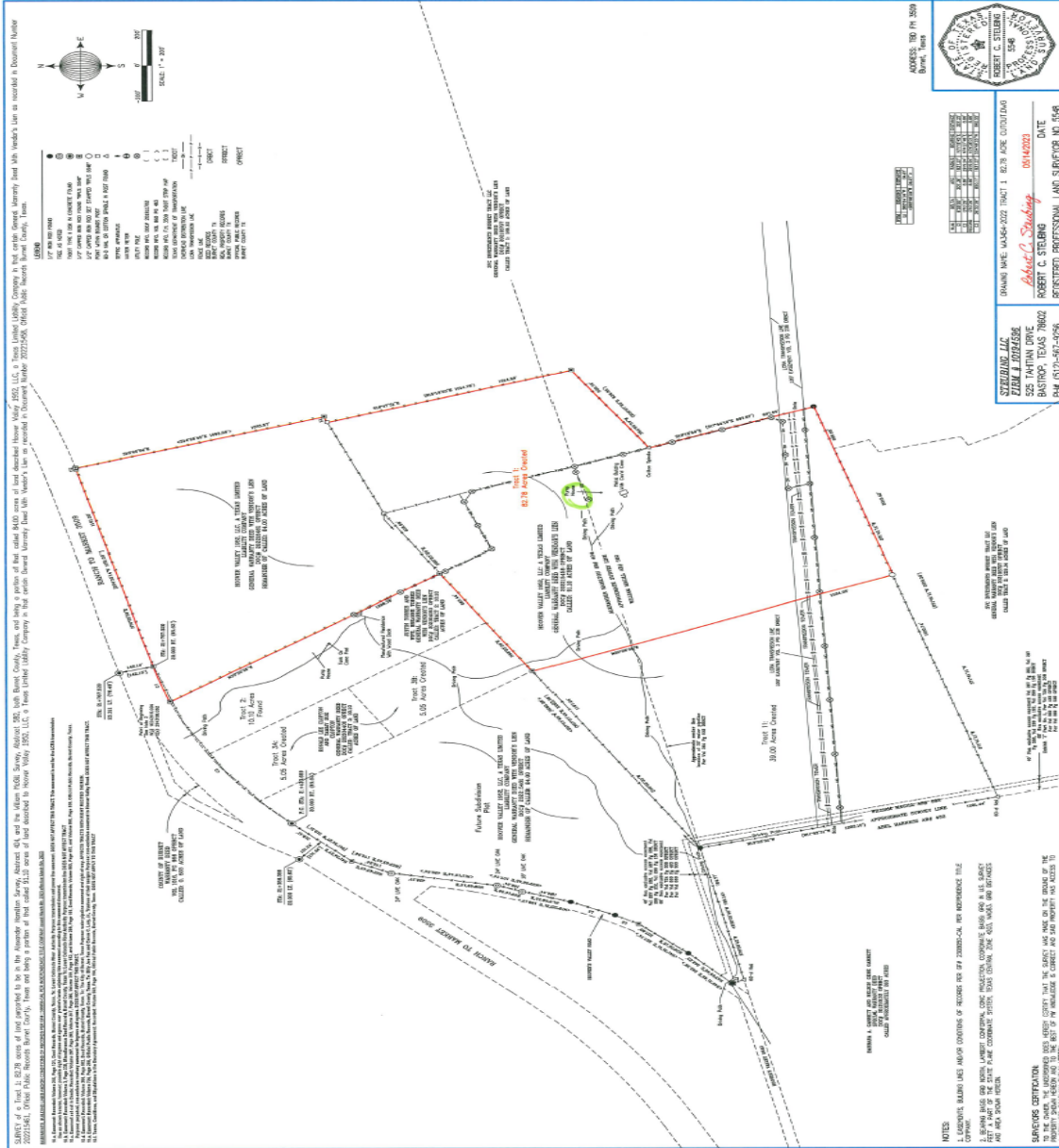


Exhibit B



Administration

ITEM 4.11

Kelly Dix
City Secretary
(512) 756-6093 ext. 3209
kdix@cityofburnet.com

Agenda Item Brief

Meeting Date: November 14, 2023

Agenda Item: Discuss and consider action: A RESOLUTION OF VOTES CAST BY THE CITY COUNCIL, OF THE CITY OF BURNET, TO ELECT DIRECTORS FOR THE BURNET CENTRAL APPRAISAL DISTRICT FOR THE YEAR 2024-2025: K. Dix

Background: Senate Bill 621, Section 6.03 requires that each taxing unit entitled to vote, cast their vote by resolution and to submit to the Chief Appraiser of the Burnet Central Appraisal District by December 15, 2023.

Information: The City of Burnet has 131 votes that may be cast for the following individuals:

- Gene Broadway
- Cary Johnson
- Bruce Jones
- Terry Nuss
- Darlene Oostermeyer
- Phillip Thurman

Council will need to decide the distribution of votes. The votes can be cast for one candidate or the votes may be divided among any number of candidates.

Fiscal Impact: None at this time.

Recommendation: Staff recommends approval of Resolution R2023-81 as presented to include the stated number of votes for each candidate(s).

RESOLUTION R2023-81

A RESOLUTION OF VOTES CAST BY THE CITY COUNCIL, OF THE CITY OF BURNET, TO ELECT DIRECTORS FOR THE BURNET CENTRAL APPRAISAL DISTRICT FOR THE YEAR 2024-2025

WHEREAS, SB 621, Section 6.03 requires that each taxing unit entitled to vote, cast their vote by resolution and to submit to the Chief Appraiser of the Burnet Central Appraisal District by December 15, 2023; and

WHEREAS, in open session, the City Council of the above mentioned taxing unit, which is entitled under SB 621, to cast 134 votes to elect the Board of Directors listed on the Official Ballot of the Burnet Central Appraisal District of Burnet County (exhibit A); and

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

The City of Burnet submits the attached Official Ballot, as issued by the Chief Appraiser, stating our vote for candidates for election of the Board of Directors for Burnet Central Appraisal District for 2024-2025.

PASSED AND APPROVED this the 14th day of November, 2023.

Gary Wideman, Mayor

ATTEST:

Kelly Dix, City Secretary

OFFICIAL BALLOT

City of Burnet

TO ELECT

BOARD OF DIRECTORS FOR THE BURNET CENTRAL APPRAISAL DISTRICT
FOR THE YEAR 2024 – 2025

DIRECTIONS: Please enter the number of votes cast in the blank space opposite the name of the candidate. You may cast all of your votes for one candidate, or you may divide your votes among any number of candidates that you desire. **You have 134 total votes you may cast.**

NAMES OF CANDIDATES	NUMBER OF VOTES
BROADWAY, GENE	
JOHNSON, CARY	
JONES, BRUCE	
NUSS, TERRY	
OOSTERMEYER, DARLENE	
THURMAN, PHILIP	

BURNET CENTRAL APPRAISAL DISTRICT
P. O. BOX 908 / 223 SOUTH PIERCE
BURNET, TEXAS 78611
PHONE (512) 756-8291
FAX (512) 756-7873

October 25, 2023

Mayor
City of Burnet
P.O. Box 1369
Burnet TX 78611

Dear Mayor:

The enclosed Official Ballot and Resolution are submitted for the purpose of selecting the Board of Directors for the Burnet Central Appraisal District for 2024 – 2025. The ballot and resolution must be returned to the Appraisal District Office by December 15, 2023.

Should you have any questions regarding this ballot and resolution, or if I may be of any assistance in this process, please let me know.

Sincerely yours,



Stan Hemphill
Chief Appraiser

Enclosure: Official Ballot & Resolution



Administration

ITEM 4.12

David Vaughn
City Manager
(512) 756-6093 ext. 3208
dvaughn@cityofburnet.com

Action

Meeting Date: November 14, 2023

Agenda Item: Discuss and consider action: Direction to staff regarding the possible acquisition of the Kroeger Property located at 400 N. West Street: D. Vaughn

Background: The EDC has executed a contract for the purchase of the property next to the Bealls building. The property owner was only willing to sell the property as a package deal along with another 6-acre tract located on N. West Street. The purchase of the property next to Bealls provides much greater flexibility to the EDC in determining the ultimate end users of the property.

Information: The property along N. West Street would be a great addition to the city's park system and would help connect Haley Nelson Park to Hamilton Creek Park, which ultimately connects all the way to Galloway Hammond Park.

Fiscal Impact: Both properties are currently under contract for a combined price of \$600,000. The 6-acre tract on N. West Street has been appraised at \$462,000. The EDC is requesting to \$300,000 for the N. West Street property.

Recommendation: Staff is seeking direction from Council in order to provide feedback to the EDC board. If Council desires to move forward with acquisition of the property from the EDC, then staff would prepare a formal purchase contract that would require approval of both the City Council and EDC Board.

REAL ESTATE APPRAISAL REPORT

PROPERTY: +/- 6.164 Acres, or +/- 268,504 SF, of Land

ADDRESS: 400 N. West St., Burnet, TX 78611

BCAD PARCEL NUMBER: 35626

OWNER: Taylor Mills Holdings, LLC

LSAR FILE: 7765c



Appraisal Prepared For:

**Kay Roberts
9485 W. Hwy. 84
Gatesville, Texas 76528**

As of:

July 10, 2023 - "As Is"

Prepared By:

**Lone Star Appraisals & Realty, Inc.
Chris P. Griesbach, MAI
State Certified General Real Estate Appraisers**



LONE STAR APPRAISALS & REALTY, INC.

July 12, 2023

Kay Roberts
9485 W. Hwy. 84
Gatesville, Texas 76528

RE: Appraisal of +/- 6.164 Acres, or +/- 268,504 SF of Land; Located at 400 N. West St., Burnet, TX 78611; BCAD Parcel Number: 35626; LSAR File 7765c.cpg/bs

Ms. Roberts:

At your instructions, we have prepared a real estate appraisal report of the above referenced property. The subject property described above was inspected July 10, 2023. At the time of the inspection, the subject was +/- 6.164 Acres, or +/- 268,504 square feet, of land comprised of one parcel with no improvements. It is located approximately 44 miles northwest of downtown Austin, Texas in the City of Burnet. The subject is to be valued on an "As Is" basis. The date of value is July 10, 2023.

This report was prepared in accordance with the assumptions and limiting conditions stated in this report and the report is intended to comply with the Uniform Standards of Professional Appraisal Practice as promulgated by The Appraisal Foundation. The research and analyses necessary to furnish you with a market value recommendation for the subject property has been completed. Market Value is defined within the body of this report.

Based on the information contained in this report, it is our opinion that the subject property, as of July 10, 2023, has an opined "**As Is**" market value of the **fee simple estate** of:

FOUR HUNDRED SIXTY TWO THOUSAND DOLLARS

(\$462,000)

129 Sailfish Street, Lakeway, Texas 78734 Office Phone: (512) 260-1221

Your attention is directed to the following pages, which contain an analysis of the subject property in addition to information regarding the data utilized and the analysis of the appraiser in formulating the conclusions reported herein. If you should have any questions or need additional information, please inform us of such. We appreciate the opportunity to be of service to you.

Respectfully submitted,
LONE STAR APPRAISALS & REALTY, INC.



Chris P. Griesbach, MAI
Principal
Texas State Certified General Appraiser
TX-1321135-G



Brandon S. Simpson
Senior Appraiser
Texas State Certified General Appraiser
TX-1380391-G

129 Sailfish Street, Lakeway, Texas 78734 Office Phone: (512) 260-1221

SUMMARY OF SALIENT FACTS

Property Address: 400 N. West St., Burnet, TX 78611

Legal Description: 55723 Kroeger Subdivision Lot 1 6.164

BCAD Parcel Number: 35626

Subject Property: Vacant Land

Subject Improvements: None

Site Size: +/- 6.164 Acres, or +/- 268,504 gross square feet
+/- 4.0014 Acres, or +/- 174,302 usable square feet

Owner: Alana Kay Kroeger Roberts

Location: West side of N. West St. in Burnet, TX

Effective Date of Appraisal: "As Is": July 10, 2023

Date of Inspection: July 10, 2023

Date of Report: July 12, 2023

Property Rights Appraised: Fee Simple

Present Zoning: None

Flood Hazard: According to the Flood Insurance Rate Map #48453C0338G from November 1, 2019, from the Federal Emergency Management Agency (FEMA), the subject is located in the flood plain.

Highest and Best Use: As Vacant: commercial

Highest and Best Use: As Improved: not applicable

VALUATION OPINIONS: MARKET VALUE – FEE SIMPLE ESTATE

“AS IS” – MARKET VALUE

COST APPROACH Not Applicable/Developed
SALES COMPARISON APPROACH \$462,000
INCOME CAPITALIZATION APPROACH..... Not Applicable/Developed

FOUR HUNDRED SIXTY TWO THOUSAND DOLLARS

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ADDENDA

Burnet Central Appraisal District - Tax Information

SUBJECT PROPERTY PHOTOGRAPHS



Looking west across property toward floodplain and floodway



Looking south across property toward floodplain and floodway



Looking south from western property boundary along existing creek floodway



Looking north from western property boundary along existing creek floodway



Looking east across floodway and floodplain toward N. West St.



View of subject not in floodplain



View of subject not in floodplain (from N. West St. right of way)



View of subject not in floodplain



View of subject not in floodplain



View of subject not in floodplain (from N. West St. right of way)



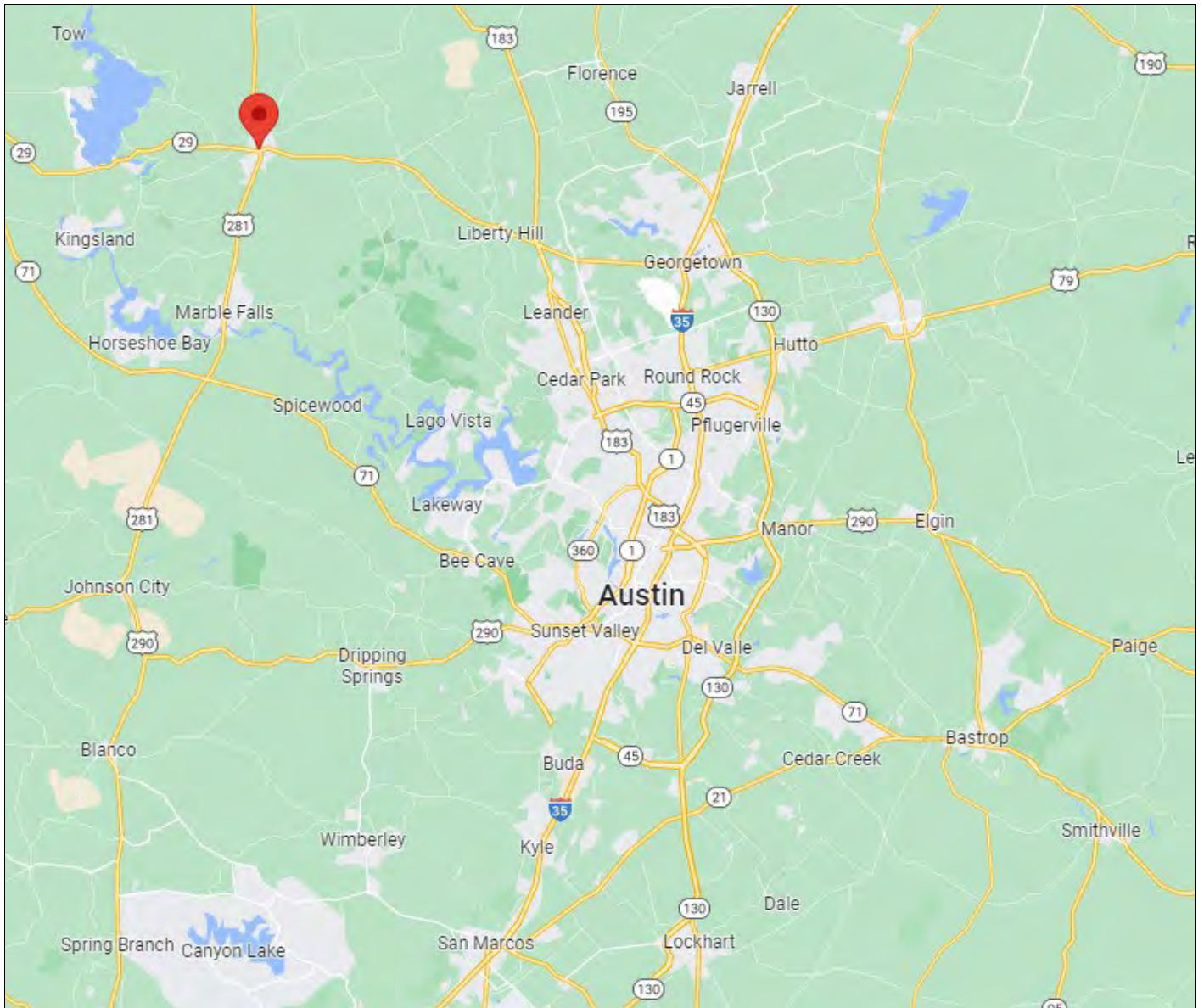
North view N. West St.



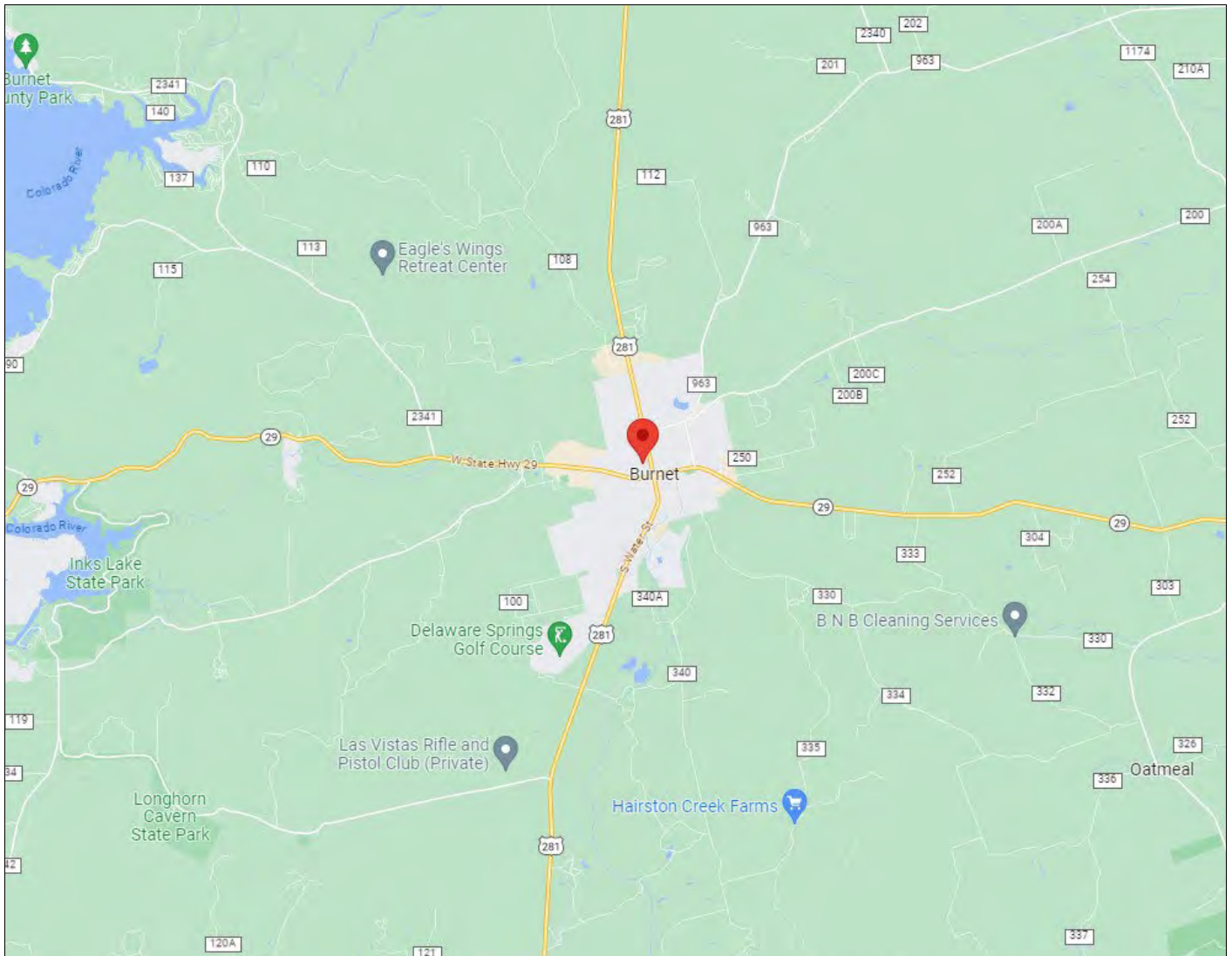
South view N. West St.

SUBJECT PROPERTY MAPS/EXHIBITS

REGIONAL MAP



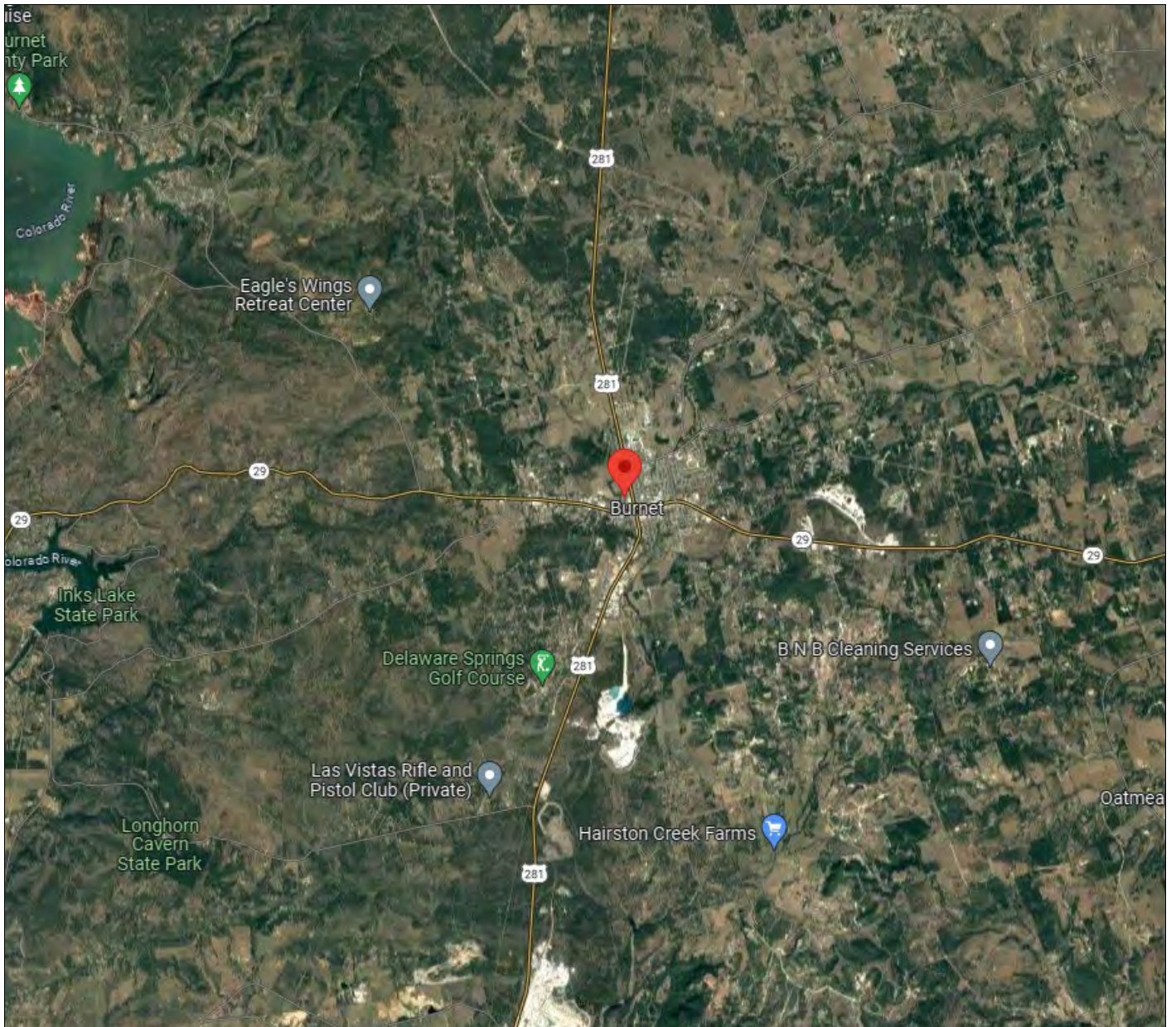
NEIGHBORHOOD MAP



PLAT/CAD MAP – AERIAL



BROAD AERIAL



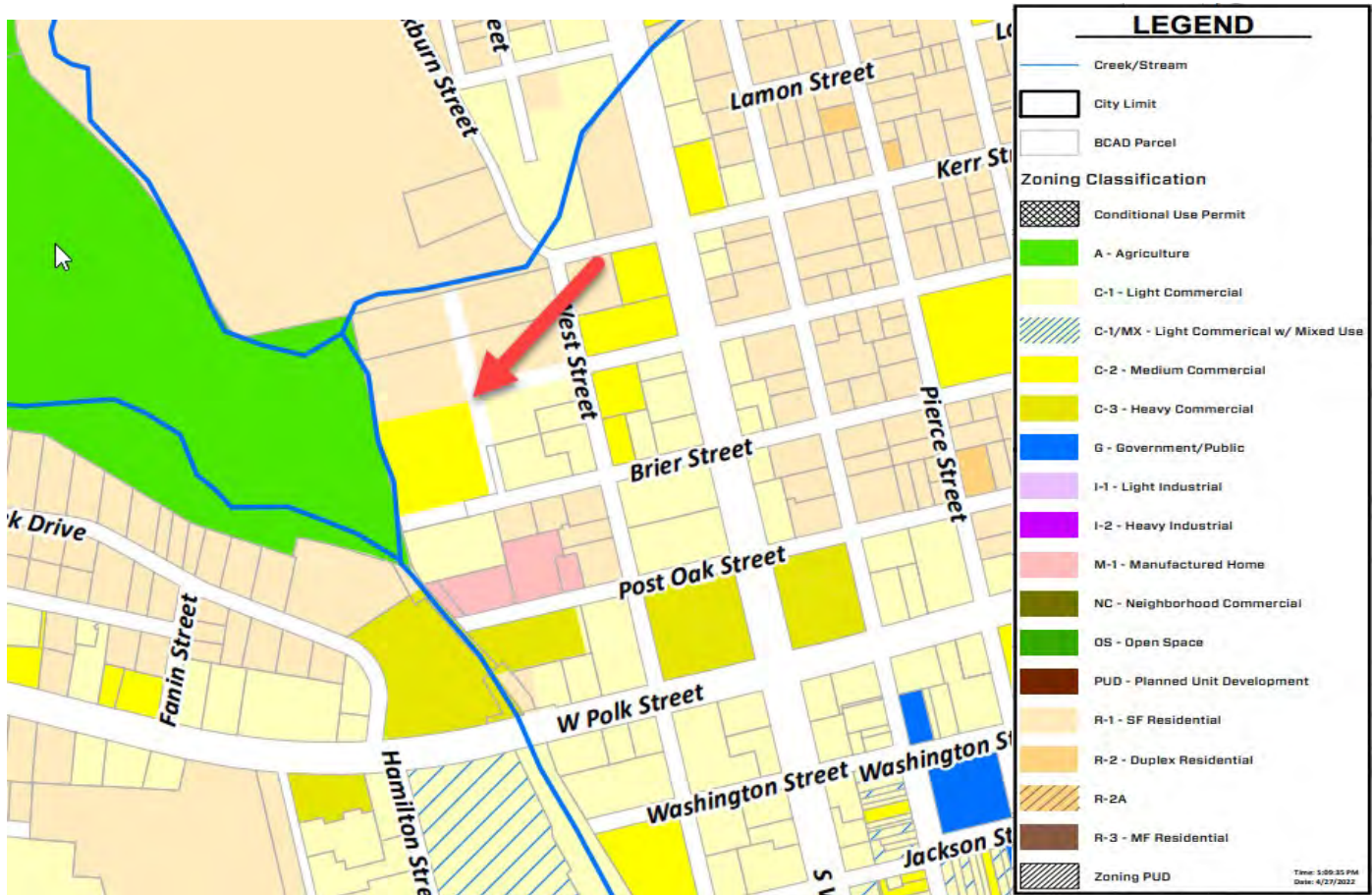
DETAILED AERIAL



SURVEY



ZONING



INTRODUCTION/APPRaisal PROCESS

Purpose of Appraisal

The purpose of this appraisal assignment is to opine the following for the subject property as of the date of value: 'As Is' Market Value. The purpose of the appraisal is to opine market value as defined by the Board of Governors of the Federal Reserve System, in accordance with Title XI of FIRREA (1989).

Client, Intended User and Use

The client is Kay Roberts. The intended user is Kay Roberts. This analysis may not be relied upon by any other client. The analysis has not and cannot be re-addressed. This report is not intended for any other user(s). The intended use of this appraisal is asset valuation purposes by Kay Roberts.

Effective Date of Valuation

The date of valuation for the 'As Is' market value opinion, is as of July 10, 2023.

Date of Report

This report was completed and signed on July 12, 2023.

Assignment Conditions

The assignment conditions are as stated in the Assumptions and Limiting Conditions section and extraordinary assumptions and hypothetical conditions, if any, are also as stated under their separate headings.

Exclusions

This appraisal is of real property only. No personal property, machinery, furniture, fixtures or equipment, business value, goodwill, mineral rights, etc., is included in the opinions of value.

This appraisal values the 100% interest in the property. Undivided fractional interest valuation in the subject property is not included in this appraisal report.

SCOPE OF WORK

The scope of this appraisal relates to the extent and manner in which research is conducted, data is gathered, and analysis is applied and includes all of the necessary steps required to develop a credible conclusion of market value, as defined, of the subject real property.

The following problem-identifying factors are stated elsewhere in this report:

- Client
- Intended user
- Intended use
- Type of opinion
- Effective date of opinion
- Relevant characteristics about the subject
- Assignment conditions

(The assignment conditions are as stated in the Assumptions and Limiting Conditions section and extraordinary assumptions and hypothetical conditions, if any, are also as stated under their separate headings.)

Extent to Which the Property is Identified

The property was legally identified through its postal address, assessor's records, and, where applicable, its legal description.

Extent to Which the Property is Inspected

The subject site as well as its surrounding environs was inspected. I collected relevant information about the subject from the owner/representatives of the owner and through public records.

Type and Extent of the Data Researched

I reviewed information regarding the macro- and micro-market environments with respect to physical and economic factors relevant to the value of the subject property. This included interviews with market participants and research of available published data. Data was researched through brokers, appraisers, deed records, county clerks, CoStar, MLS and other comparable databases. All information on the sales were verified with a party to the sale (agent or principal) when possible. I assume that all information obtained from the third parties is correct and accurate. I also researched applicable tax data, zoning requirements, entitlement status and flood zone status.

Type and Extent of Analysis Applied

I analyzed the data gathered through the use of appropriate and accepted appraisal methodology to arrive at a value conclusion.

- Highest and Best Use

In accordance with USPAP Standard Rule 1-3 (b), land is appraised as though vacant and available for development to its highest and best use and the appraisal of improvements is based on their actual contribution to the site.

Valuation

- *Cost Approach*: This approach is not applicable. The subject is being valued as land.
- *Sales Comparison Approach*: This approach is applicable (land only), necessary and has been fully developed.
- *Income Approach*: This approach is not applicable. The subject is being valued land.
- Reconciliation and Conclusion of Value
The value concluded via the applicable approach was summarized.
- Exposure and Marketing Time
A reasonable exposure time and marketing time associated with the value opinion presented have also been concluded.

Type of Appraisal Report Prepared

This appraisal of the subject has been presented in the form of a narrative Appraisal Report which is intended to comply with the reporting requirements set forth under USPAP Standards 2-2(a).

Property Rights Appraised

The property rights under appraisal are the *Fee Simple* Interest. *Fee Simple* interest is defined as follows:

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.¹

We note our valuation is based only on the Surface Estate, and does not consider any Mineral Rights, etc.

Extraordinary Assumptions

An extraordinary assumption is "an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions." [Uniform Standards of Professional Appraisal Practice, Appraisal Foundation, 2020-2021]

Extraordinary Assumption: There are no extraordinary assumptions.

Hypothetical Condition Defined

A hypothetical condition is defined in the Uniform Standards of Professional Appraisal Practice, Appraisal Foundation, "That which is contrary to what exists but is supposed for the purpose of analysis."

¹ The Appraisal Institute, The Dictionary of Real Estate Appraisal, 6th Edition, (Chicago: Appraisal Institute, 2010)

Hypothetical Condition:

The subject has 3 different zonings now of C1, C2, & R1. It is our opinion that a knowledgeable buyer would perform due diligence relating to changing the zoning to C-1 in order to achieve the highest and best use. This is considered optimal for the subject given the majority of tracts around the subject are commercially zoned. In addition, we note the C-2 zoned portion is located primarily in the floodway and floodplain. See discussion of this in site analysis of this report.

Exposure Time and Marketing Period

Exposure Time Definition:

Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold at the market value concluded in this analysis as of the date of this valuation. "An opinion based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal."²

Exposure Time Opinion: 9 to 12 months

Marketing Period Defined:

Marketing time is the amount of time it would probably take to sell the subject property if exposed in the market beginning on the date of this valuation.

1. The time it takes an interest in real property to sell on the market subsequent to the date of an appraisal.
2. Reasonable marketing time is an opinion of the amount of time it might take to sell an interest in real property at its opinion of market value during the period immediately after the effective date of the appraisal; the anticipated time required to expose the property to a pool of prospective purchasers and to allow appropriate time for negotiation, the exercise of due diligence, and the consummation of a sale at a price supportable by concurrent market conditions. Marketing time differs from exposure time, which is always presumed to precede the effective date of the appraisal.³

Marketing Period Opinion: 9 to 12 months

Ownership and Sales History of the Subject Property

According to Burnet County records, the owner of record is Alana Kay Kroeger Roberts. According to the tax record, the current owner acquired the subject in March 2010. There were no known market-related transfers of ownership within the past three years and to our knowledge the subject is not currently listed for sale or under contract.

² Uniform Standards of Professional Appraisal Practice, 2020-2021

³ The Appraisal Institute, The Dictionary of Real Estate Appraisal, 6th Edition, (Chicago: Appraisal Institute, 2010)

DEFINITION OF MARKET VALUE

Market value is defined as⁴: " The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress." Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Market Value 'As Is' on Appraisal Date

Market value 'As Is' on appraisal date may be defined as:

1. "An opinion of the market value of a property and the condition observed upon inspection and as it physically and legally exists without hypothetical conditions, assumptions, or qualifications as of the date the appraisal is prepared".

2. "The value of specific ownership rights to an identified parcel of real estate as of the effective date of the appraisal; relates to what physically exists and is legally permissible and excludes all assumptions concerning hypothetical market conditions or possible re-zoning".

⁴ The Appraisal Institute, The Appraisal of Real Estate, 15th Edition, (Chicago: Appraisal Institute, 2015), 48.

REGIONAL AND AREA MARKET DATA

The State of Austin Commercial Real Estate

Austin ranks as one of NAI's top 10 commercial real estate markets, projected to outperform the rest of the country. Favorable economic and demographic conditions, strong GDP and low unemployment, business openings, and new building permits are just a handful of key growth factors that make the Austin commercial real estate market attractive.

Austin is the capital of Texas and the fourth-most populous city in the state. Located in the Hill Country region of Central Texas, the city is surrounded by lakes and rivers, including the Colorado River. Austin is nicknamed "Silicon Hills" due to its growing employment rate, from high-tech companies such as Amazon, Apple, Oracle, and Tesla.

The city is the economic and cultural center of the metropolitan area, with a diverse mix of college students, musicians, blue-collar and high-tech workers, and government employees. Austin's official slogan is "The Live Music Capital of the World" and is home to the longest-running music series in American TV history, Austin City Limits.

Austin Regional Breakdown

Austin is the second fastest-growing city in the U.S. due to an influx of high-tech companies, venture capital, pro-business government, and population growth. The metro area is ranked #1 for millennial population growth, with Downtown Austin's population soaring by nearly 80% over the past ten years.

- Austin is home to over 964,000 in the city and nearly 2.3 million in the metropolitan area.
- According to the most recent census report, the city's population grew by 22% from 2010 to 2021.
- The population of Travis County (where Austin is the county seat) soared by 27% over the same period.
- Austin is a millennial magnet, with the millennial population in the metro area growing by more than any other city last year, according to the Austin Business Journal.
- The population of Downtown Austin surged by 79% from 2010 to 2020, with real estate developers bulking up on housing projects.
- 50% of the residents hold a bachelor's degree or an advanced degree, about 1.5 times higher than the rate in Texas.
- The Austin metropolitan population is projected to double in size over the next 30 years, to over 4.5 million people.
- The median age in Austin is 35.9, with 47% of the population between the ages of 20 and 49.

Austin Job Market Overview

Austin has become a hub for job creation in the United States, with a growth rate of 16% from 2016 to 2021, compared to the national average of only 1.8%. A report from KVUE notes that Austin is “the No. 1 metro in the U.S. for job creation right now.” Furthermore, WalletHub ranks Austin among the top 20 cities to find a job in 2023, ahead of larger metros like Atlanta and Boston.

- Nearly 1.4 million are employed in the Austin metropolitan area, driving unemployment down to just 2.7%, according to the U.S. Bureau of Labor Statistics (December 2022).
- Job sectors reporting the most robust growth include professional and business services, manufacturing, information, leisure, and hospitality.
- GDP for the Austin-Round Rock MSA is nearly \$193.8 billion, doubling over the past ten years, based on the most recent data from the St. Louis Fed.
- Key industries in Austin are advanced manufacturing, clean technology, corporate H.Q.s and regional offices, creative and digital media technology, data management, financial services, life sciences, and space technology.
- Best colleges and universities in the Austin area include the University of Texas-Austin, Texas State University, Southwestern University, and St. Edward’s University, according to Niche.com.
- Companies in Austin employing over 6,000 include Amazon, Apple, Dell Technologies, IBM Corporation, Ascension Seton, the City of Austin, and the Federal Government.
- Austin’s strategic location in Central Texas, where Interstate 35 and a network of U.S. and state highways intersect, makes it an ideal city for material distribution and business travel via land and air transportation.

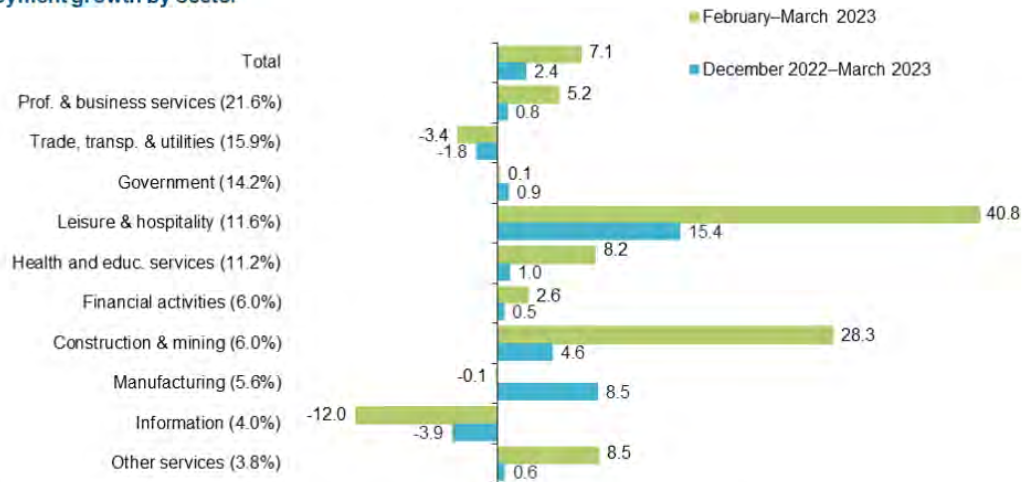
Austin is within 250 miles of major US shipping ports in Houston, Beaumont, Corpus Christi, and Texas City. Travel is simple, with Dallas, Houston, and San Antonio each less than a three-hour drive from the MSA.

The region’s transportation infrastructure includes two interstate highways and the Burlington Northern Santa Fe and Union Pacific Railroads. Austin-Bergstrom International Airport serves nearly 16 million passengers, traveling to more than 70 national and international destinations.

Employment expands

Austin employment increased 7.1 percent in March as most sectors grew (*Chart 3*). Leisure and hospitality led the growth (4,269 jobs, or 40.8 percent), followed by construction and mining (1,628 jobs, or 28.3 percent). Information was down 566 jobs, or 12.0 percent, and trade, transportation and utilities was down 592 jobs, or 3.4 percent.

Chart 3
Employment growth by sector

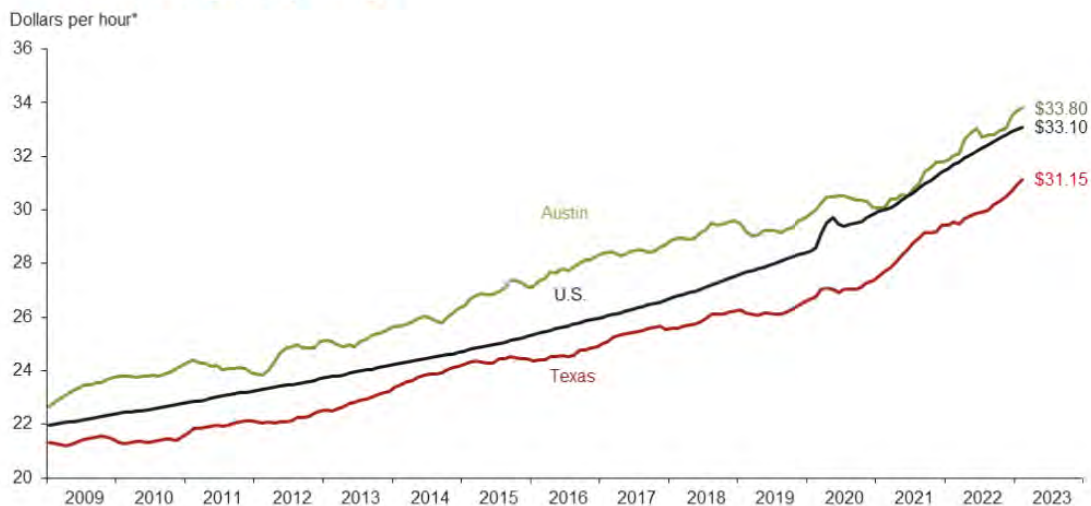


NOTE: Data show seasonally adjusted and annualized percentage employment growth by industry. Numbers in parentheses represent the share of total employment and may not sum to 100 due to rounding.
SOURCE: Bureau of Labor Statistics; Texas Workforce Commission; adjustments by the Dallas Fed.

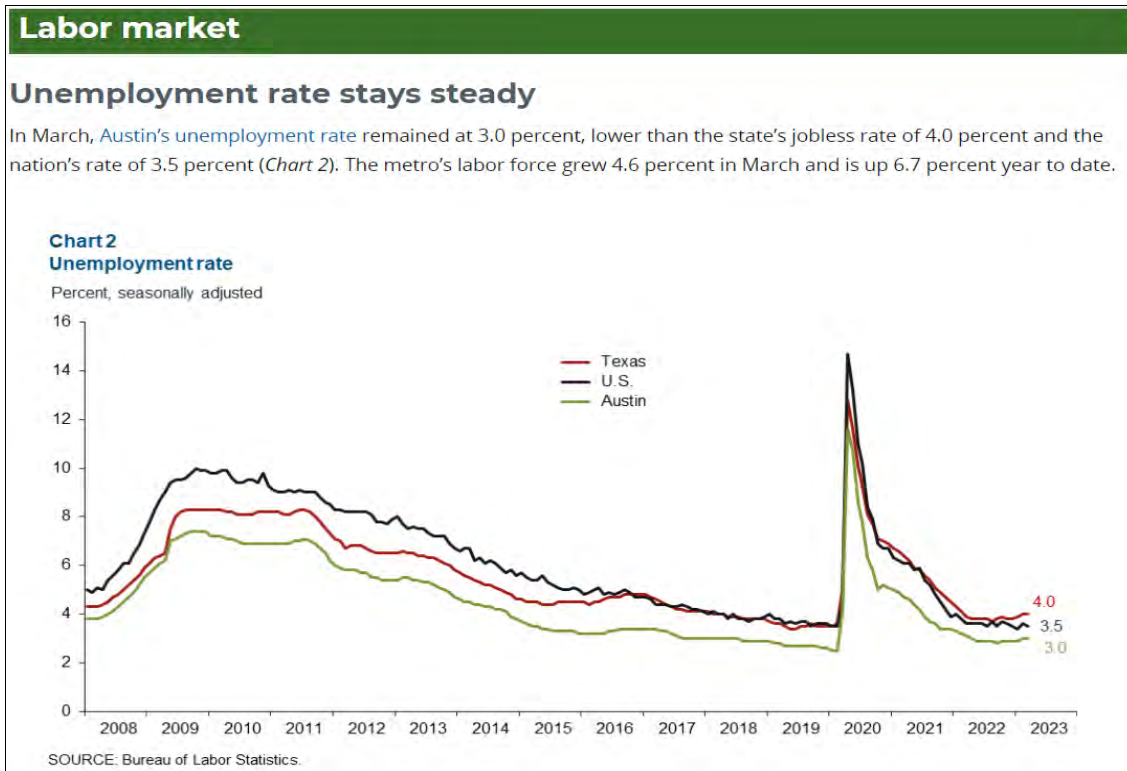
Hourly earnings move up

Austin private hourly earnings increased 3.5 percent in March (*Chart 4*). The three-month moving average of wages was \$33.80, remaining above the state average of \$31.15 and the national average of \$33.10. Year-over-year wages increased 5.1 percent in Austin, above the nation's 4.2 percent growth but below the state's 6.0 percent gain.

Chart 4
Private sector average hourly earnings

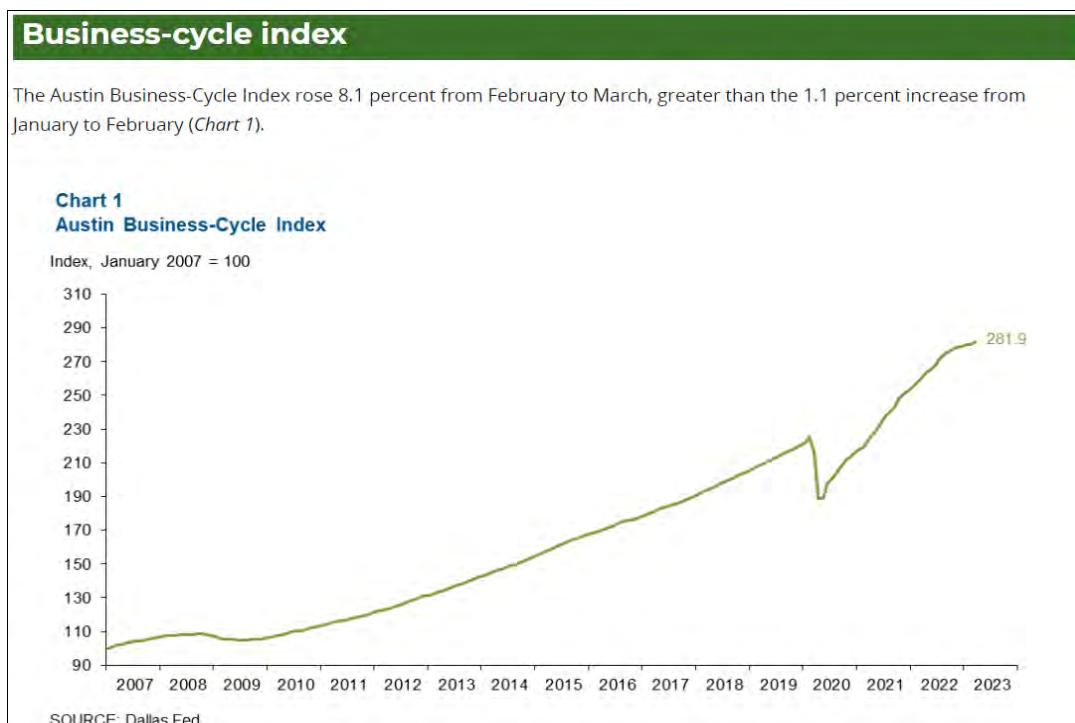


*Seasonally adjusted, three-month centered moving average.
SOURCE: Bureau of Labor Statistics; Texas Workforce Commission; adjustments by the Dallas Fed.



Texas Business Cycle Index Chart

An economic statistic that helps gauge the current state of the Texas economy, the index is constructed using payroll employment, gross state product and the unemployment rate. The following chart outlines a historical overview of the Austin-Round Rock MSA.

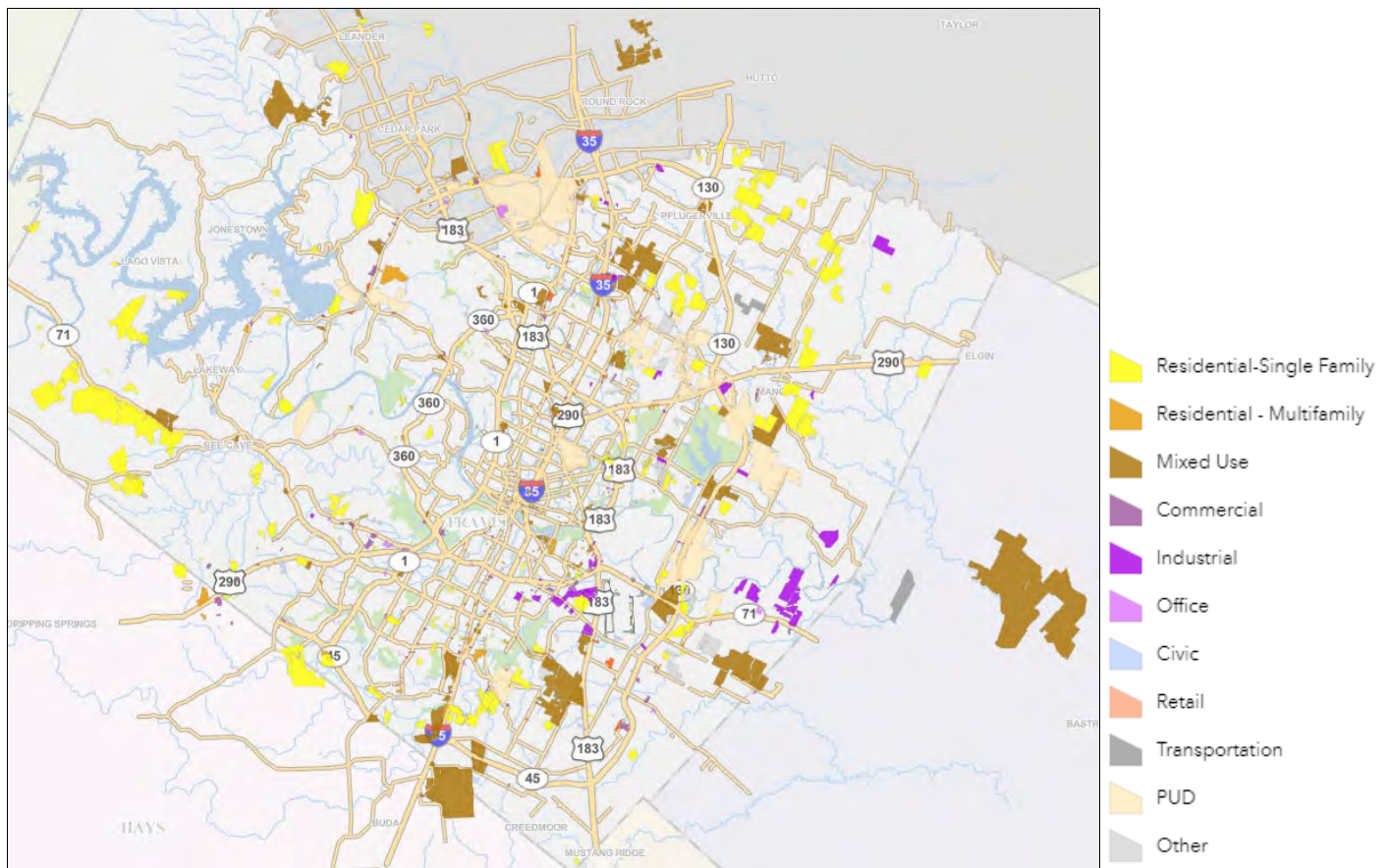


Analysis of Real Estate

The value influences that affect different types of real estate e.g., residential and commercial, are the same as those affecting the larger, more diverse market area, but the emphasis and relative importance of the factors change with the type of real estate being analyzed. One of the major characteristics of the Austin area commercial and residential markets is the tendency to react quickly to overall market conditions in the region and in the nation.

New Development

Below is a map with a summary of Emerging Projects in and around Austin, Texas



Housing Market Overview

Existing-home sales rise

In March, Austin's existing-home sales rose 1.4 percent, less than the state's 2.6 percent increase (*Chart 5*). Year over year, however, the metro's sales have grown 14.0 percent, compared with 11.9 percent in the state.

Chart 5
Existing-home sales

Index, January 2009 = 100*



*Seasonally adjusted

NOTE: Data measure sales of residential units (single-family homes, condominiums and townhomes)

SOURCE: Multiple Listing Service; Real Estate Center at Texas A&M University; adjustments by the Dallas Fed.

Median home prices continue to fall

Although home sales have risen the past four months, median home prices have trended down the past 11 months. Austin home prices fell an annualized 7.6 percent in March to \$446,708 (*Chart 6*). In contrast, Texas prices increased 1.3 percent to \$334,655. Year over year, Austin's median home prices have fallen 18.1 percent, more than the state's 5.9 percent decline.

Chart 6
Median home prices

Dollars, real



SOURCE: Real Estate Center at Texas A&M University; adjustments by the Dallas Fed.

Austin Industrial Market

The Austin industrial market had a stellar year, breaking yearly records in net absorption and deliveries under construction, according to the Q4 2022 report from Newmark. With 900,392 square feet of quarterly net absorption, the market saw an all-time high of 14.2 million square feet of deliveries, outpacing demand by 2.1 million.

Overall asking rents stayed steady at \$12.09/S.F. with 15.3 million square feet under construction, fueling expectations that supply will exceed demand in 2023, potentially leading to higher vacancy rates. Still, the outlook remains positive, given the synergy between Samsung's and Tesla's expansion plans for the coming year.

- Total industrial inventory: 118,334,002 SF
- Average asking rent: \$12.09/S.F. per year NNN
- Vacancy rate: 4.9%
- Absorption: 12,167,145 SF in 2022
- Key lease transactions by tenant: Valex 189,280 SF, Applied Materials 170,100 SF, EOS 68,040 SF, Frito Lay 53,232 SF
- New construction: 15.3 8 million under construction, an increase of 18.6% year over year
- Investment sales trends: \$345.4 million (through Q3 2022) year to date, market cap rate 6.3% (NAR)
- Largest industrial submarkets: Northeast, Southeast, Southwest Hays, North

Austin Office Market

As the fastest-growing office market in the country, since the pandemic began, Austin has seen a 28 percent increase in office-using jobs in the last 30 months. To keep up with this growth, developers added 3.1 million square feet of new office space to the city last year, increasing its office stock by 3.6 percent.

Despite recent upheavals in the tech sector, including layoffs and office downsizing, Austin's office market continues to thrive. Here are the most recent Austin office market statistics, according to Cushman & Wakefield:

- Total office inventory: 62,478,535 SF
- Overall average asking rents: \$45.58/S.F. per year, full-service gross
- Vacancy rate: 21.8% market total
- Absorption: 46,103 SF in 2022

- Key leases by tenant: Vista Equity 220,000 SF, AMD 135,250 SF, Kirkland & Ellis 130,000 SF, TikTok 127,000 SF
- New construction: 4,911,893 SF under construction with 2,437,106 SF delivered in 2022
- Investment sales trends: \$291.7 million in acquisitions in Q3 2022, market cap rate 5.8% (NAR Commercial Metro Market Reports Q3 2022)
- Largest office submarkets: Far Northwest, Central Business District, Southwest, Northwest

Austin Retail Market

The Austin retail market saw increased activity in Q4 2022, with vacancy levels only rising by ten bps. According to CBRE's Q4 2022 Retail Market report, a surge in tourism drove economic growth and encouraged new construction projects, adding 1.9M sq. ft. of retail space to the pipeline. Additionally, 14 projects totaling 161K sq. ft. were completed in Q4, as demand rose for leisure and hospitality services; over 27K jobs have been added since January, a 17.1% YOY increase according to BLS figures. Here are the most recent retail stats and trends for Austin from CBRE:

- Total retail inventory: 116,958,627 SF (NAR Commercial Report)
- Average asking rent: \$22.20/S.F. per year, NNN, with market rents growing by 3.5% year over year
- Vacancy rate: 3.3%
- Absorption: 634,510 SF year to date
- New construction: 496,761 SF delivered in 2022
- Investment sales trends: \$174.1 million in acquisitions in Q3 2022, average sales price \$334/S.F., cap rate 5.8% (NAR)
- Submarkets with highest occupancy: Bastrop County 99.1%, Caldwell County 99.0%, Central Business District 99.0%

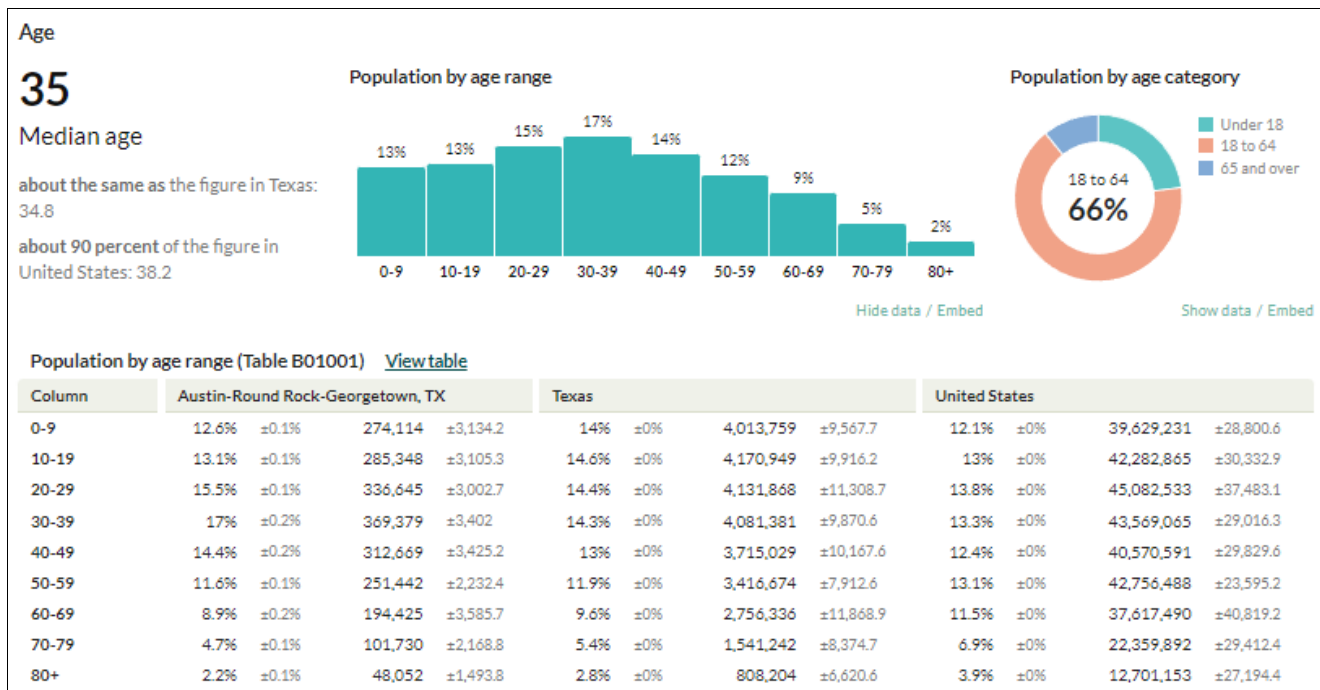
Austin Multifamily Market

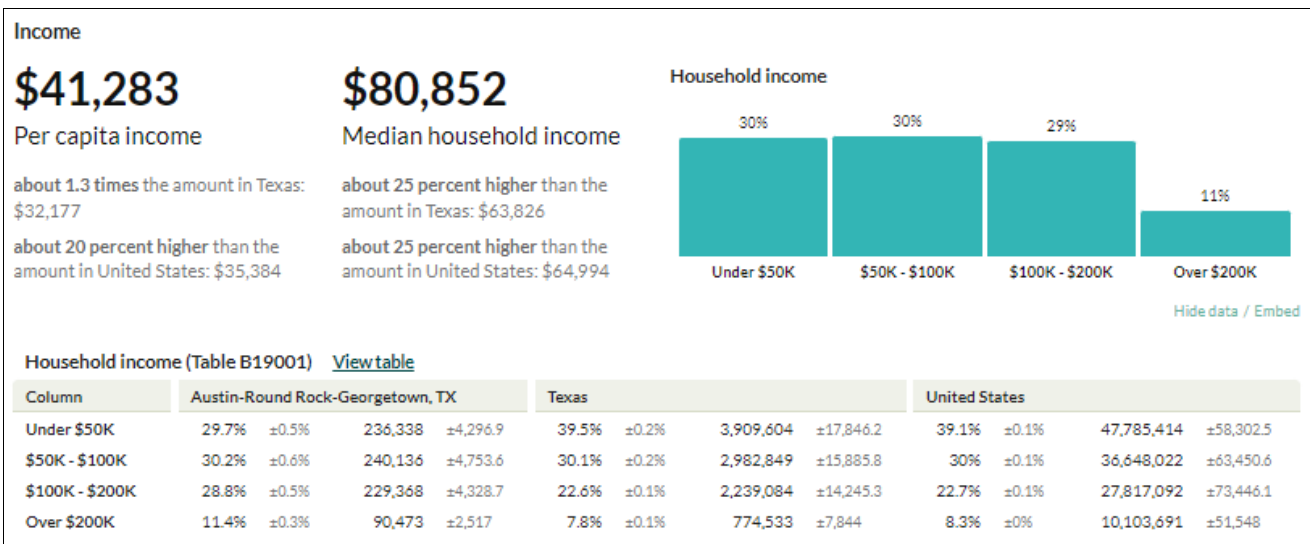
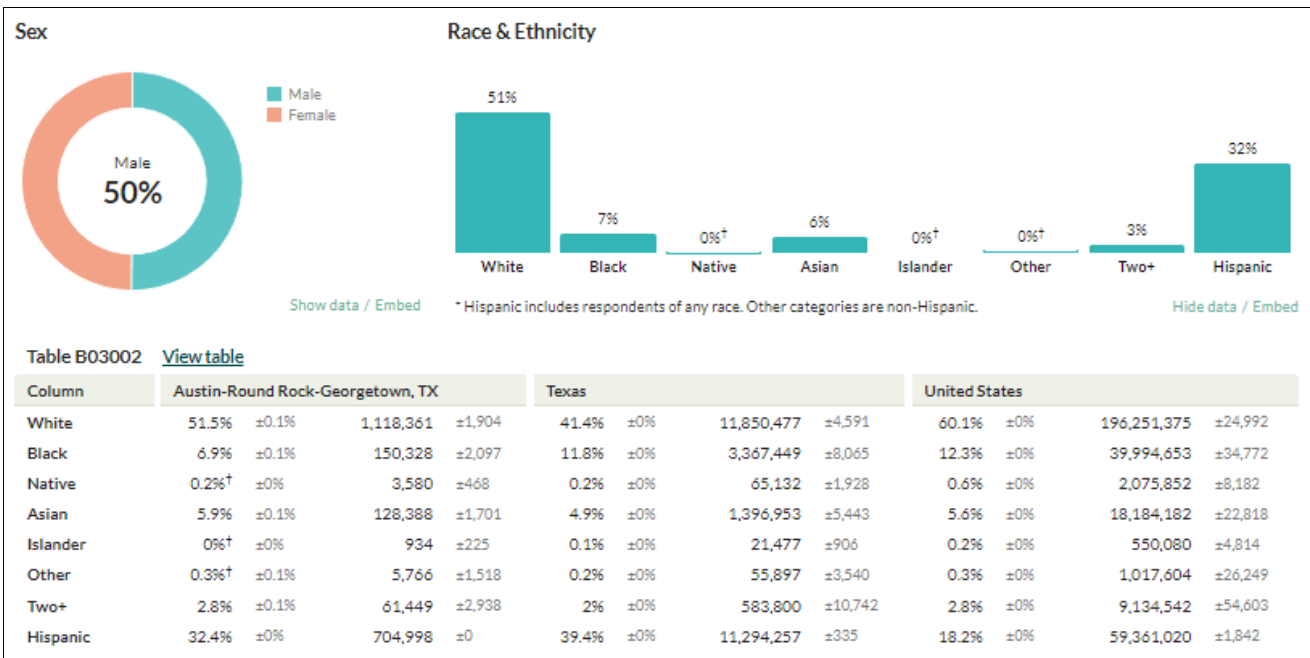
Multifamily developers kept bringing new Austin apartment projects online in Q3, leading to a 50-basis-point rise in vacancy. Despite rising vacancies, rent prices continued to trend higher, with asking rents up 2% QoQ to \$1,546/month and 12.9% YoY. Multi-family transactions slowed by 35%, while the median sale price was up 7% at \$221,700/unit (2022). These are the most recent Austin multifamily market statistics for Q3 2022 from Northmarq and CensusReporter:

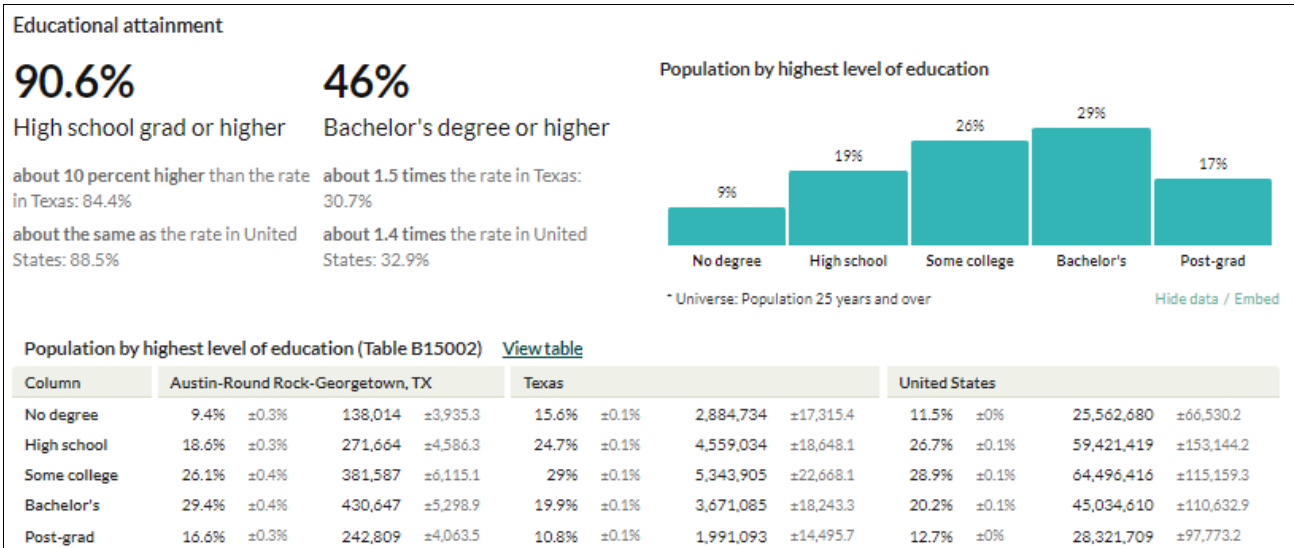
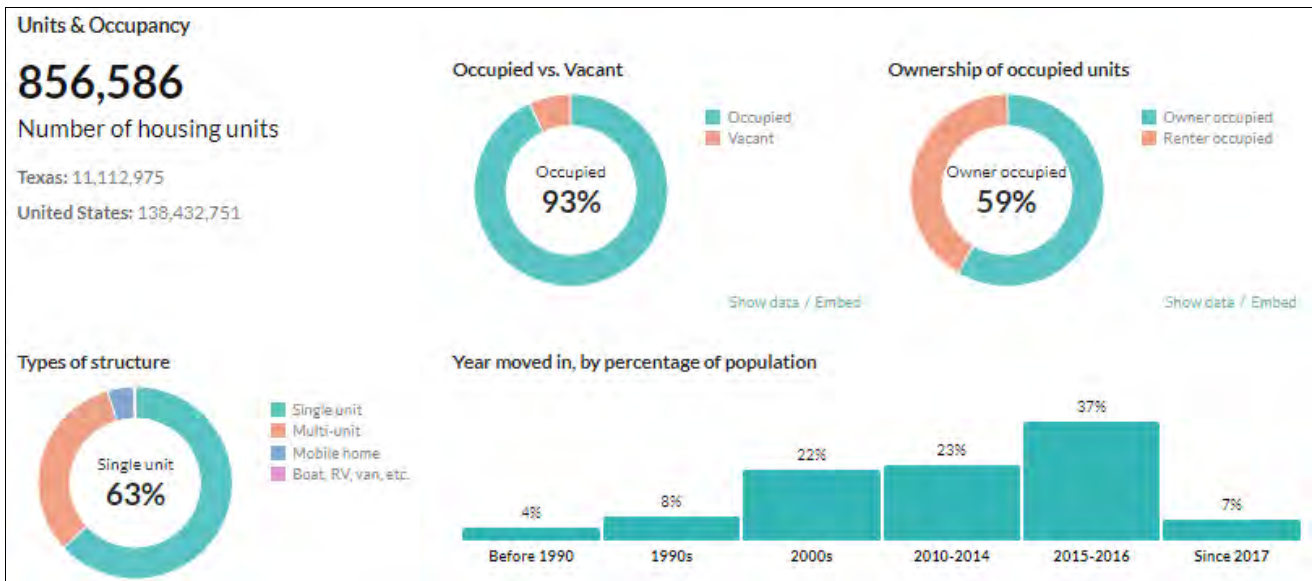
- Total housing units: 996,718
- Renter occupied: 41%
- Multi-unit inventory: 408,654 units
- Asking rent: \$1,546
- Rent growth: 12.9% year over year
- Vacancy rate: 5.1%, a decrease of .60% year over year
- New construction: 6,183 units delivered (through Q3 2022), with 20,899 units under construction
- Investment sales trends: \$221,700 per unit, up 7% from 2021, with cap rates averaging 4.0%
- Per capita income: \$47,161, about 40% higher than the state of Texas and 25% higher than the amount in the U.S.
- Median age: 35.9 years, about 90% of the figure in the U.S.

Austin MSA Demographics

The following tables and information summarize general demographic information for the Austin MSA. The following tables are from the *censusreporter.org* website.







Based on the next exhibit, the Austin MSA population is expected to continue to grow over the next three decades, nearly doubling by 2050. The rate of growth for the MSA is near the top of expected population growth rates for the entire country.

Area	2010	2015	2020	2025	2030	2035	2040	2045	2050
Austin-Round Rock-Georgetown MSA	1,716,289	1,970,909	2,246,701	2,541,890	2,868,341	3,230,249	3,629,227	4,069,396	4,560,117
Five Year Population Growth %		14.8%	14.0%	13.1%	12.8%	12.6%	12.4%	12.1%	12.1%
Yearly Average %		3.0%	2.8%	2.6%	2.6%	2.5%	2.5%	2.4%	2.4%
Austin County	28,417	29,394	30,402	31,327	32,046	32,532	32,822	33,075	33,391
Five Year Population Growth %		3.4%	3.4%	3.0%	2.3%	1.5%	0.9%	0.8%	1.0%
Yearly Average %		0.7%	0.7%	0.6%	0.5%	0.3%	0.2%	0.2%	0.2%
Bastrop County	74,171	80,082	86,105	92,519	99,211	105,843	112,145	118,395	125,002
Five Year Population Growth %		8.0%	7.5%	7.4%	7.2%	6.7%	6.0%	5.6%	5.6%
Yearly Average %		1.6%	1.5%	1.5%	1.4%	1.3%	1.2%	1.1%	1.1%
Caldwell County	38,066	41,044	44,284	47,589	50,777	53,761	56,565	59,304	62,066
Five Year Population Growth %		7.8%	7.9%	7.5%	6.7%	5.9%	5.2%	4.8%	4.7%
Yearly Average %		1.6%	1.6%	1.5%	1.3%	1.2%	1.0%	1.0%	0.9%
Hays County	157,107	191,851	234,896	285,370	347,120	421,603	509,975	616,337	746,149
Five Year Population Growth %		22.1%	22.4%	21.5%	21.6%	21.5%	21.0%	20.9%	21.1%
Yearly Average %		4.4%	4.5%	4.3%	4.3%	4.3%	4.2%	4.2%	4.2%
Travis County	1,024,266	1,157,447	1,291,502	1,418,330	1,540,812	1,659,795	1,775,204	1,884,155	1,980,918
Five Year Population Growth %		13.0%	11.6%	9.8%	8.6%	7.7%	7.0%	6.1%	5.1%
Yearly Average %		2.6%	2.3%	2.0%	1.7%	1.5%	1.4%	1.2%	1.0%
Williamson County	422,679	500,485	589,914	698,082	830,421	989,247	1,175,338	1,391,205	1,645,982
Five Year Population Growth %		18.4%	17.9%	18.3%	19.0%	19.1%	18.8%	18.4%	18.3%
Yearly Average %		3.7%	3.6%	3.7%	3.8%	3.8%	3.8%	3.7%	3.7%

The following exhibits are based on City of Austin Demographer data. Though a bit dated, they indicate similar growth figures to the table above.

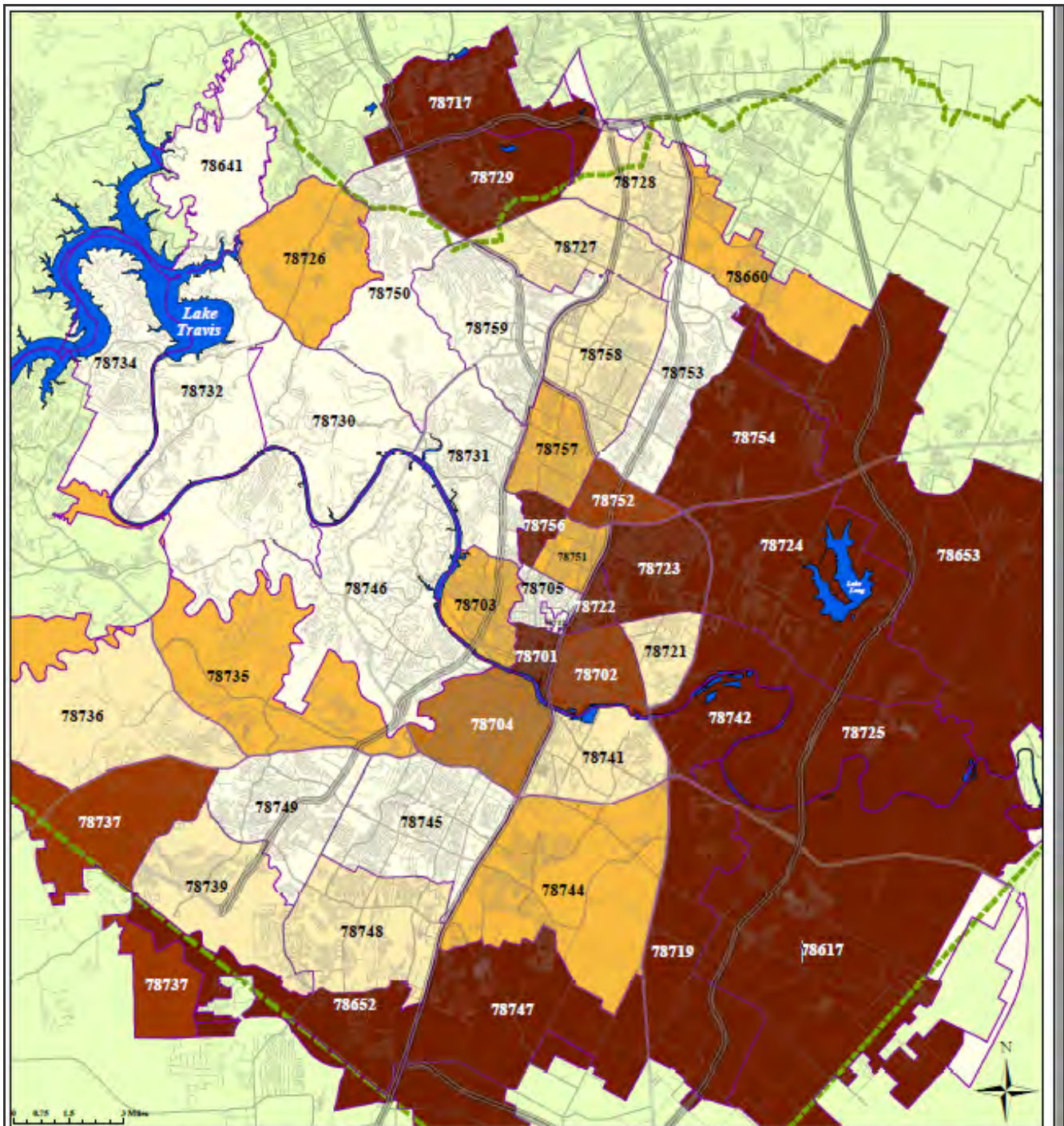
Austin Area Population Histories and Forecasts

Year	City of Austin Total Area Population	Annualized Growth Rate	City of Austin Full Purpose Population	City of Austin Limited Purpose Population	Travis County	Annualized Growth Rate	Five County MSA(1)	Annualized Growth Rate
1940	87,930				111,053		214,603	
1950	132,459	4.2%			160,980	3.8%	256,645	1.8%
1960	186,545	3.5%			212,136	2.8%	301,261	1.6%
1970	251,808	3.0%			295,516	3.4%	398,938	2.8%
1980	345,890	3.2%			419,573	3.6%	585,051	3.9%
1990	465,622	3.0%			576,407	3.2%	846,227	3.8%
2000	656,562	3.5%	639,185	17,377	812,280	3.5%	1,249,763	4.0%
2001	669,693	2.0%	654,019	15,674	830,150	2.2%	1,314,344	5.2%
2002	680,899	1.7%	667,705	13,194	844,263	1.7%	1,353,122	3.0%
2003	687,708	1.0%	674,382	13,326	856,927	1.5%	1,382,675	2.2%
2004	692,102	0.64%	678,769	13,333	874,065	2.00%	1,419,137	2.6%
2005	700,407	1.20%	687,061	13,346	893,295	2.20%	1,464,563	3.2%
2006	718,912	2.64%	707,952	10,960	920,544	3.05%	1,527,040	4.3%
2007	735,088	2.25%	724,117	10,971	948,160	3.00%	1,592,590	4.3%
2008	750,525	2.10%	739,543	10,982	978,976	3.25%	1,648,331	3.5%
2009	774,037	3.13%	765,957	8,080	1,008,345	3.00%	1,706,022	3.50%
2010	790,390	2.11%	777,953	12,437	1,024,266	1.58%	1,716,289	0.60%
2011	812,025	2.74%	799,578	12,447	1,049,873	2.50%	1,763,487	2.75%
2012	832,326	2.50%	819,866	12,459	1,076,119	2.50%	1,811,983	2.75%
2013	855,215	2.75%	842,743	12,472	1,108,403	3.00%	1,870,872	3.25%
2014	878,733	2.75%	866,249	12,484	1,141,655	3.00%	1,930,740	3.20%
2015	900,701	2.50%	888,204	12,497	1,173,051	2.75%	1,990,593	3.10%
2016	926,426	2.86%	913,917	12,509	1,209,415	3.10%	2,050,311	3.00%
2017	949,587	2.50%	937,065	12,522	1,242,674	2.75%	2,111,820	3.00%
2018	970,952	2.25%	958,418	12,534	1,273,741	2.50%	2,175,175	3.00%
2019	987,944	1.75%	975,397	12,547	1,305,585	2.50%	2,240,430	3.00%
2020	1,002,763	1.50%	990,204	12,559	1,338,224	2.50%	2,307,643	3.00%
2021	1,017,805	1.50%	1,005,233	12,572	1,371,680	2.50%	2,376,872	3.00%
2022	1,033,072	1.50%	1,020,487	12,585	1,405,972	2.50%	2,448,178	3.00%
2025	1,080,261	1.50%	1,067,630	12,631	1,514,078	2.50%	2,675,191	3.00%
2030	1,163,748	1.50%	1,151,117	12,631	1,713,040	2.50%	3,063,825	2.75%
2035	1,238,323	1.25%	1,225,679	12,644	1,914,627	2.25%	3,466,436	2.50%
2040	1,301,490	1.00%	1,288,834	12,656	2,113,903	2.00%	3,921,955	2.50%
2045	1,367,879	1.00%	1,355,210	12,669	2,277,273	1.50%	4,330,155	2.00%

SOURCE: Ryan Robinson, City Demographer, Department of Planning, City of Austin. December 2016.

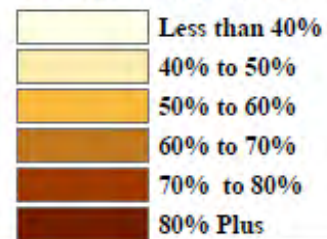
- NOTES: 1) The Five County Austin–Round Rock MSA wholly includes these counties: Bastrop, Caldwell, Hays, Travis and Williamson.
 2) Population figures are as of April 1 of each year.
 3) Historical and current period population figures for the City of Austin take into account annexations that have occurred.
 4) Forecasted population figures for the City of Austin do not assume any future annexation activity.





**Percent Population Change:
 2010 to 2040 Forecast**
ZIP Codes, Austin, Texas

Percent Change: 2010 to 2040



counties
 ZIP Codes

2010-2040 FORECAST
 Product

Map produced by: Ryan Robinson, City Demographer, Department of Planning, City of Austin, September 2014



Major Employers

The greater Austin area is a pipeline for entrepreneurial talent emerging from top-ranked educational institutions and a growing base of major employers and start-up companies. The Austin economy is supported by three main sectors: higher education, government, and the high-tech industry. Major sources of local jobs stem from the state government, education, technology, and real estate development sectors. The University of Texas, located in the heart of Austin, has created more than 80,000 jobs. In addition, the state capitol employs approximately 50,000 people. Austin has been named the "Silicon Hills of the Southwest". One can see with the vast presence of large technological companies such as Dell, IBM, National Instruments, Motorola, and Freescale, how they got this name and why the technology sector is such a large contributor to the Austin MSA employment. Recent notable high-tech additions are Oracle and a second Apple headquarters. The health and education employment sector is expected to experience explosive growth with the opening of the University of Texas Medical School. The Austin-Round Rock-San Marcos MSA continues to attract both skilled labor and in-demand jobs which will support its economy in the future. Please see the following exhibits.

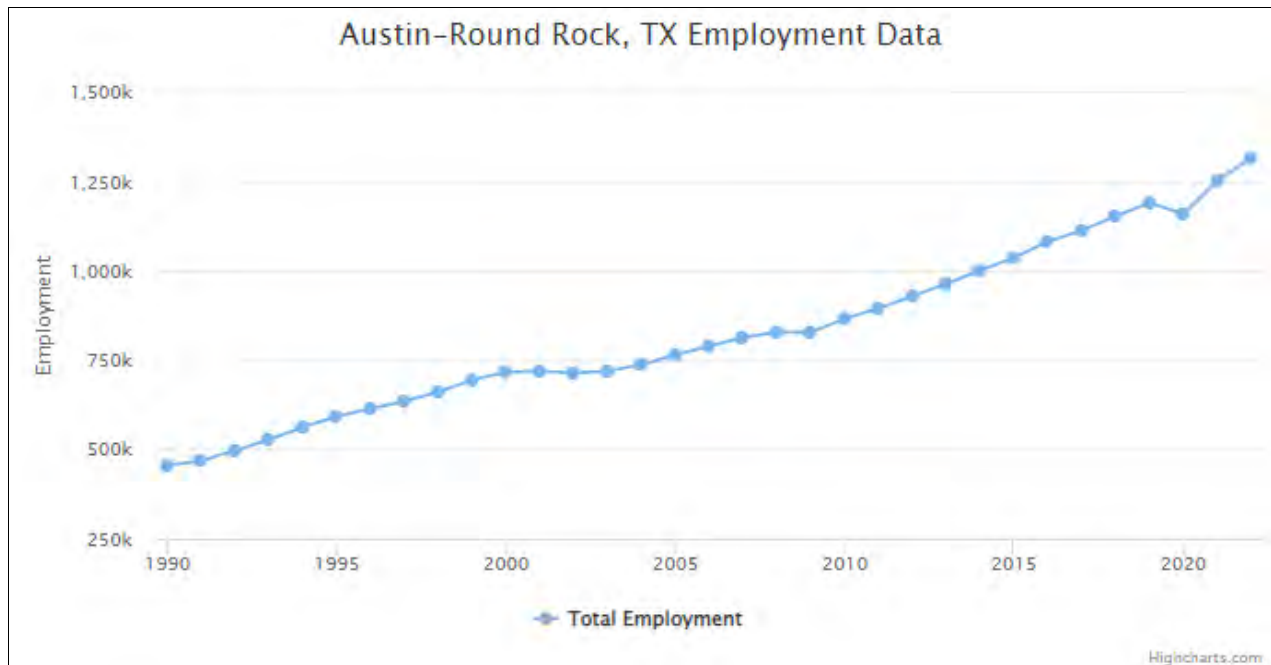
Austin MSA Largest Employers

No.	Company/Organization	Approximate Number of Employees
1	HEB	18,000
2	Dell Technologies	14,000
3	Ascension Texas	11,000
4	St. David's Healthcare	10,000
5	Walmart Stores Inc.	7,600
6	Apple Inc.	7,000
7	IBM Corp.	6,000
8	Amazon.com LLC	4,000
9	NXP Semiconductors	4,000
10	Home Depot	3,600
11	Accenture PLC	3,500
12	Samsung Austin Semiconductor LLC	3,300
13	Baylor Scott & White Health	2,900
14	ATT&T Inc.	2,800
15	Charles Schwab & Co.	2,800
16	Indeed	2,800
17	Whole Foods Market Inc.	2,600
18	Oracle Corp.	2,500
19	Flex	2,500
20	AMD Inc.	2,300

Historical Unemployment



As of April 2023, the Federal Reserve Economic Data for the Austin MSA reports the unemployment rate at 3.1%. As of April 2023, according to the Texas A&M University - Texas Real Estate Research Center, the total employment was 1,393,761. The local economy appears to have recovered since the pandemic.



Residential Market Overview



The Austin MSA's ever growing population shows no significant signs of slowing considering the number of companies who have moved operations to the capital city within the past several years. However, for the first time since the pandemic, the housing market has slowed. Although the housing market is still generally under supplied, it appears the overall market is undergoing a correction and attempting to swing back into balance. Most notably, pending sales and closed sales are down year-over-year and inventory has risen to 3.4 months, the highest figure in multiple years.

Conclusions

The Austin-Round Rock-San Marcos MSA has a growing population which is complemented by a workforce that is composed of employees in the ideal "18-44" age with the majority having some college experience. These facts, in combination with the high quality of life, make this region enticing to prospective employers wanting to do business in this MSA. The economic outlook in the market is optimistic. The higher median and mean household income for the MSA has been a key factor for a strong real estate market. The low vacancy rate for housing units points to a continuous strong housing market. Having such a low vacancy rate continues to fuel development and construction in this region.

Overall, Texas has a lower tax burden compared to other states. However, property taxes generally remain on the higher end nationally. Tax incentives, governmental financing, and bond programs further entice business to the state and the Austin-Round Rock-San Marcos MSA in particular. Governmental regulations on the state and local level are favorable for various industries wanting to conduct business in this MSA. Single-family and multi-family real estate continues growing from which a stable commercial market follows. Industrial and commercial properties in the MSA have mostly experienced steady or decreasing vacancy and increasing rental rates.

The region is characterized as being well balanced and desirable. The continuing growth in the economy is encouraging additional growth in the commercial and residential real estate markets. As previously stated, the Austin-Round Rock-San Marcos MSA real estate market tends to react quickly to economic changes and this has resulted in dramatic changes in demand levels from year to year. These current trends are expected to continue in the near term based on overall economic conditions.

However, for the first time in several years, overall market dynamics appear to be changing, with continued inflation and historic recent Federal Reserve interest rate increases. It is unknown how this will impact the local market at this time over the long term, but likely impacts in the short term will include slower growth and downward pressure on real estate pricing. In summary, both the Austin housing and commercial markets appear to be undergoing a correction from historic highs seen over the past two years.

AREA/NEIGHBORHOOD ANALYSIS

change that may affect property values.

A neighborhood is defined as:

1. A group of complementary land uses; a congruous grouping of inhabitants, buildings, or business enterprises. See also market area.
2. A developed residential superpad within a master planned community usually having a distinguishing name and entrance⁵.

Boundaries

The designation of neighborhood boundaries is based upon the appraiser's evaluation of physical and man-made influences affecting the relative values, desirability, and trends in properties surrounding the subject property.

The subject property is located along the west side of N. West St., approximately 0.3 miles northwest of downtown Burnet, TX. Its boundaries may be described as:

Burnet County to the North
Burnet County to the West
Burnet County to the East
Burnet County to the South

This boundary description is supported by similar social, economic, governmental, and environmental forces which influence property values in this neighborhood.

Predominant Land Use

The area can best be historically characterized as a small, hill country community. The subject's market area is a mixture of both residential and commercial properties. The area is predominantly developed with a mixture of commercial retail, office, residential and mixed uses along primary arteries such as Hwy. 29 and Hwy 281. The development immediately surrounding the subject property is comprised of residential and commercial uses. The terrain of the neighborhood is basically level to hilly.

Utility services in the general neighborhood include electricity, gas, water/wastewater, cable, and telephone services. The terrain of the neighborhood varies greatly from tracts of land which are relatively level to tracts with steep terrain. The subject is serviced by electricity, water and wastewater. The appraiser was not furnished with a soils report or an environmental assessment of the subject tract. Consequently, the appraiser does not express an opinion as to the quality of the soil. However, other developments surrounding the subject property suggest that the soil types in the subject's immediate area do not represent significant obstacles to development.

⁵ The Appraisal Institute, The Dictionary of Real Estate Appraisal, 6th Edition, (Chicago: Appraisal Institute, 2015), 156.

Overall, the neighborhood is considered to be growing and an attractive area for investment over the long term.

Please see the following data summarizing general demographics.

400 N West St, Burnet, TX 78611-2453, Burnet County

APN: 35626 CLIP: 7460081729

POPULATION

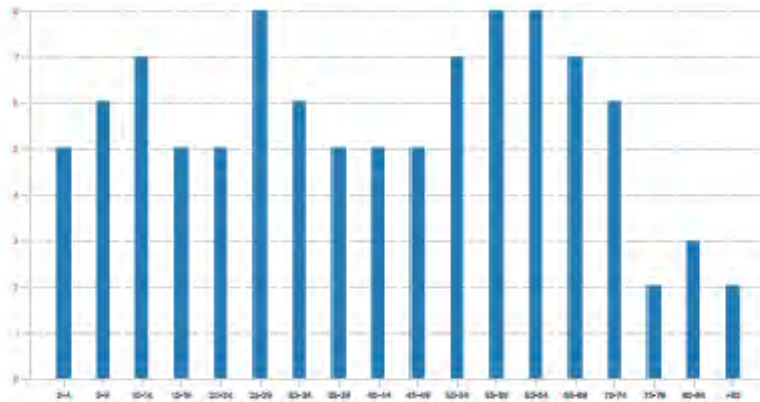
SUMMARY

Estimated Population	13,313
Population Growth (since 2010)	1.4%
Population Density (ppl / mile)	46
Median Age	43.6

HOUSEHOLD

Number of Households	4,743
Household Size (ppl)	3
Households w/ Children	2,665

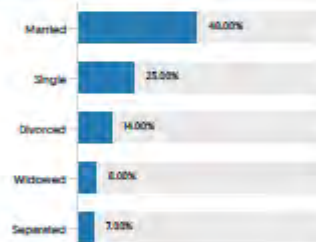
AGE



GENDER



MARITAL STATUS



HOUSING

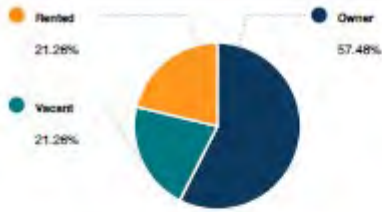
SUMMARY

Median Home Sale Price	\$167,100
Median Year Built	1987

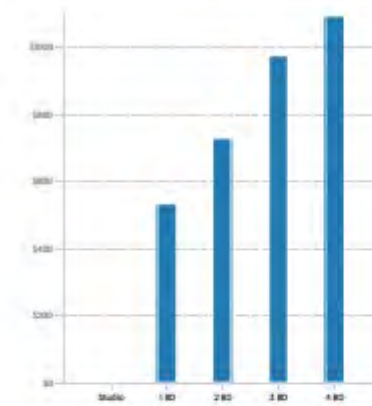
STABILITY

Annual Residential Turnover	13.51%
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OCCUPANCY



FAIR MARKET RENTS (COUNTY)



QUALITY OF LIFE

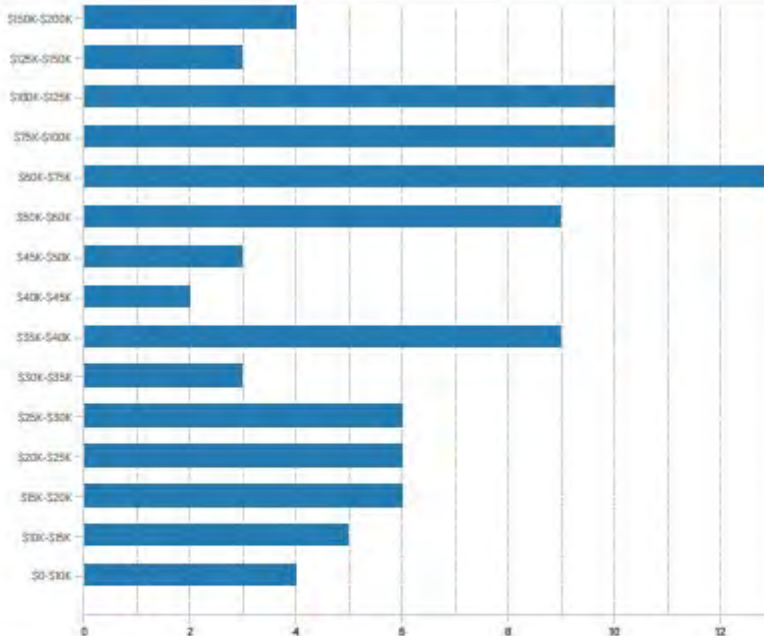
WORKERS BY INDUSTRY

Agricultural, Forestry, Fishing	362
Construction	727
Manufacturing	364
Transportation and Communications	210
Wholesale Trade	72
Retail Trade	765
Finance, Insurance and Real Estate	461
Services	1,927
Public Administration	441

WORKFORCE



HOUSEHOLD INCOME



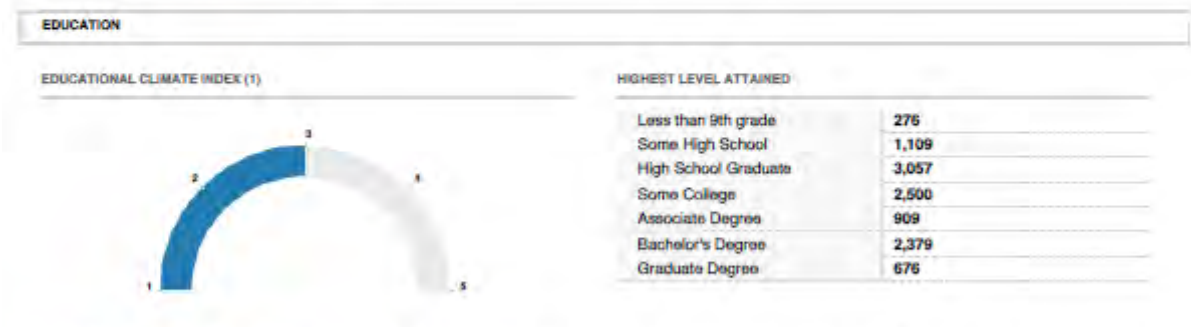
Average Household Income **\$57,390**

Average Per Capita Income **\$29,795**



WEATHER

January High Temp (avg °F)	59.8
January Low Temp (avg °F)	34.7
July High Temp (avg °F)	93
July Low Temp (avg °F)	71.1
Annual Precipitation (inches)	32.94



(1) This measure of socioeconomic status helps identify ZIP codes with the best conditions for quality schools. It is based on the U.S. Census Bureau's Socioeconomic Status (SES) measure with weights adjusted to more strongly reflect the educational aspect of social status (education 2:1 to income & occupation). Factors in this measure are income, educational achievement and occupation of persons within the ZIP code. Since this measure is based on the population of an entire ZIP code, it may not reflect the nature of an individual school.
(2) Powered by Liveby. Information is deemed reliable but not guaranteed. Copyright © 2021 Liveby. All rights reserved.

SCHOOLS RADIUS: 3 MILE(S)

PUBLIC - ELEMENTARY

	Distance	Grades	Students	Students per Teacher	SchoolDigger.com Rating (1)
Rj Richey Elementary	0.81	3rd-5th	462	15	2
Shady Grove Elementary	1.11	Pre-K-2nd	530	14	

	Community Rating (2)
Rj Richey Elementary	5
Shady Grove Elementary	

PUBLIC - MIDDLEHIGH

	Distance	Grades	Students	Students per Teacher	SchoolDigger.com Rating (1)
Quest High School	0.46	10th-12th	38	10	
Burnet Middle	0.98	6th-8th	763	15	1
Burnet High School	1.27	9th-12th	951	14	3

	Community Rating (2)
Quest High School	
Burnet Middle	
Burnet High School	1

(1) SchoolDigger Ratings provide an overview of a school's test performance. The ratings are based strictly on test score performance for that state's standardized tests. Based on a scale of 1-5. (© 2016-2018 SchoolDigger.com)
(2) The community rating is the overall rating that is submitted by either a Parent/Guardian, Teacher, Staff, Administrator, Student or Former Student. There will be only one rating per school. Based on a scale of 1-5.
(3) Powered by Liveby. Information is deemed reliable but not guaranteed. Copyright © 2021 Liveby. All rights reserved.

LOCAL BUSINESSES RADIUS: 3 MILE(S)

EATING - DRINKING

	Address	Phone #	Distance	Description
Starbucks Corporation	204 N Water St	(512) 234-0014	0.15	Coffee Shop
Crazy Gals Cafe	414 Buchanan Dr	(512) 715-8040	0.18	Cafe
Southern Food Service Management And Consulting Services, Inc.	414 Buchanan Dr	(512) 715-8040	0.18	Cafe
Gude's Bakery & Deli	307 W Polk St	(512) 715-9903	0.21	Retail Bakeries
Storm's Across Texas Inc	700 N Water St	(512) 756-7143	0.24	Fast-Food Restaurant, Independent
Storms Of Burnet	700 N Water St	(512) 756-7143	0.24	Fast-Food Restaurant, Independent
Domino's Pizza	203 W Polk St	(512) 234-8551	0.24	Pizzeria, Chain
Ebwt Restaurant Group, Inc	712 N West St	(210) 685-7213	0.27	Eating Places
Bills Burgers	712 N West St	(210) 685-7213	0.27	Hamburger Stand
Jardin Corona	200 S West St	(512) 234-8030	0.27	Mexican Restaurant

SHOPPING

	Address	Phone #	Distance	Description
Hcfm Inc A Texas Corp	302 N Water St	(512) 756-7297	0.11	Grocery Stores, Independent
Moon Garage Doors	105 W Jackson St	(512) 265-3022	0.37	Door And Window Products
Austin Stores Inc	906 Buchanan Dr	(512) 756-8512	0.44	Convenience Stores
Dolgencorp Of Texas, Inc.	406 E Polk St	(512) 553-4270	0.47	Variety Stores
H. E. Butt Grocery Company	105 S Boundary St	(512) 756-6188	0.55	Supermarkets, Chain
Rose Glass Collection	608 S Water St	(512) 756-1515	0.57	Glass
Pickers Paradise Flea Market	103 S Silver St	(512) 756-4250	0.58	Grocery Stores
El Rancho	608 E Polk St	(512) 715-0481	0.61	Grocery Stores
Zam Enterprises Inc	701 S Water St	(512) 663-5749	0.62	Grocery Stores
Fastway Food	1015 E Polk St	(512) 756-8586	0.86	Gourmet Food Stores

SITE ANALYSIS

General Site Characteristics

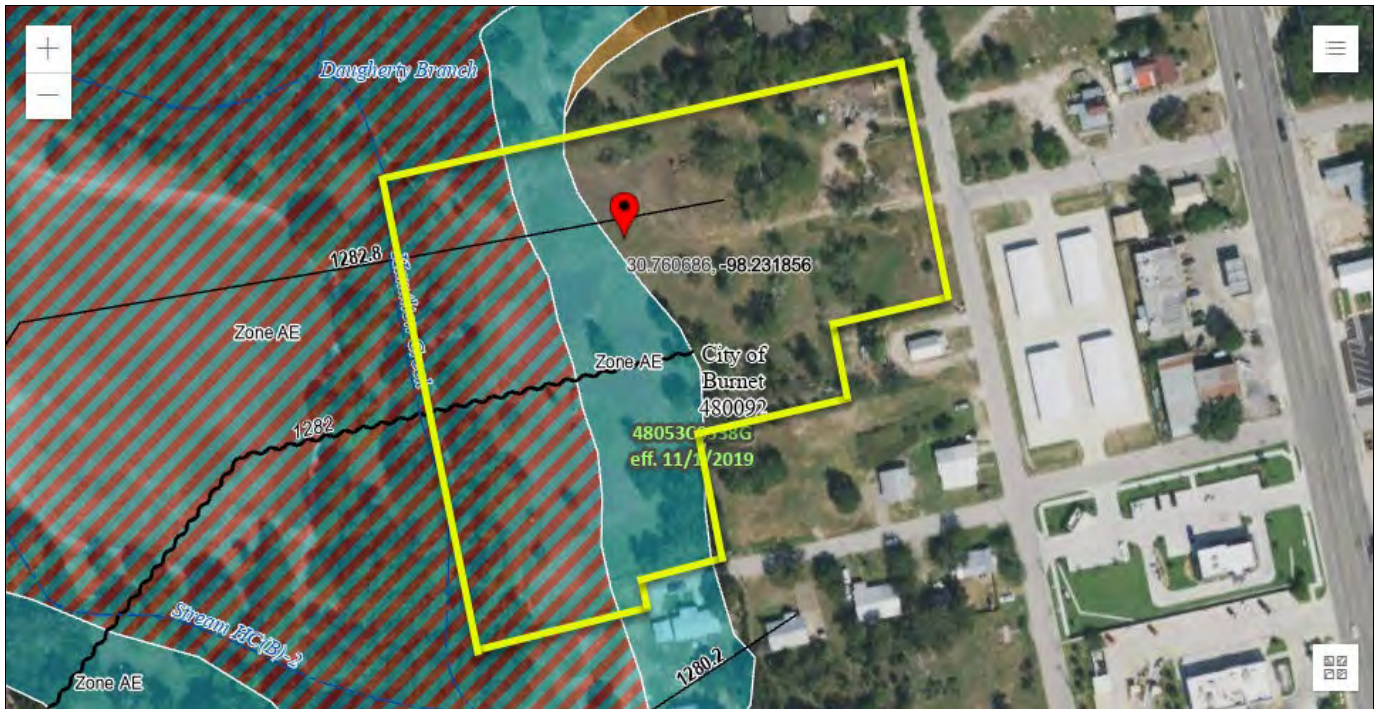
Land Area:	+/- 6.164 Acres, or +/- 268,504 SF of Gross Land +/- 4.0014 Acres, or +/- 174,302 SF of Usable Land
Shape:	Irregular
Topography:	Generally level to slightly sloping
Drainage:	Typical; appears adequate for development
Grade:	At street grade at N. West St. and sloping downward to the west
Utilities:	See <i>Utilities and Services</i> section to follow
Interior or Corner:	Interior
Signalized Intersection:	No
Excess or Surplus Land:	No

Site Size and Shape:

The subject site contains one parcel totaling +/- 6.164 acres or +/- 268,504 square feet, located along the west side of N. West St. in Burnet, TX. The site is irregular in shape. As will be discussed subsequently in this section, we estimate the total usable area of the subject at +/- 174,302 square feet, or +/- 4.00 acres.

Topography/Floodplain:

Judging from a visual inspection, the property is generally level and at street grade but does have some but slopes downward from east to west. According to the Flood Insurance Rate Map #48453C0338G from November 1, 2019, from the Federal Emergency Management Agency (FEMA), the subject is located in the flood plain. Please see the following exhibits relating to floodplain.



The previous exhibit notes the outlined subject and floodplain areas. The blue area is Zone AE and the striped area is the floodway.



We estimate approximately 117,915 square feet of the subject is not located in the floodplain. This is the shaded area in the previous exhibit. In addition, we estimate approximately 94,202 square feet is located in the floodway and approximately 56,387 is located in the AE flood zone. These numbers are approximations. Typically, no vertical or horizontal improvements can be constructed within the floodway. In the flood zone (AE), typically no vertical improvements can be constructed. In summary, given the impacts of the floodway, we estimate the total usable area of the subject at +/- 174,302 square feet, or +/- 4.00 acres. As such, we will appraise the subject based on usable square feet.

Soil and Sub-Soil Conditions:

The appraiser was not furnished a soils report. Consequently, the appraiser does not express an opinion as to the quality of the soil. Based on surrounding developments and current improvements on the site, it would appear the soil is suitable for development. However, the appraiser recommends that a professional engineering report addressing soil stability, toxic waste, and hazardous materials be completed prior to encumbrance, transfer of ownership, or further development if one has not already been performed.

Easements / Encumbrances:

The subject appears to be impacted by typical utility easements. These easements do not appear to have an impact on the utility of the site. We note we were not provided with a title report to review applicable easements/encumbrances. We did receive a survey which indicates two easements. The first is a 20-foot-wide water line easement which travels from east to west across the entirety of the property to the north of the old Johnson Street right of way. The second is a 20-foot-wide sanitary sewer easement which traverses the subject from north to south along the abandoned Watts St. right of way. The existence and location of these bisecting easements will be considered in our valuation section.

Environmental Issues:

The appraiser did not receive any Environmental Site Assessments and has not made any special effort to discover any adverse environmental conditions and therefore does not accept any responsibility for such discovery. No readily apparent, adverse environmental conditions were observed during the normal course of the property inspection or visit and it is assumed that none exist. If any adverse environmental conditions are discovered, the appraiser should be notified, as the opinion of market value will likely require modification.

As noted in the "Assumptions and Limiting Conditions" contained within this report, the appraiser does not have special expertise regarding environmental hazards, and this report must not be considered as an environmental assessment of the property.

Utilities and Services:

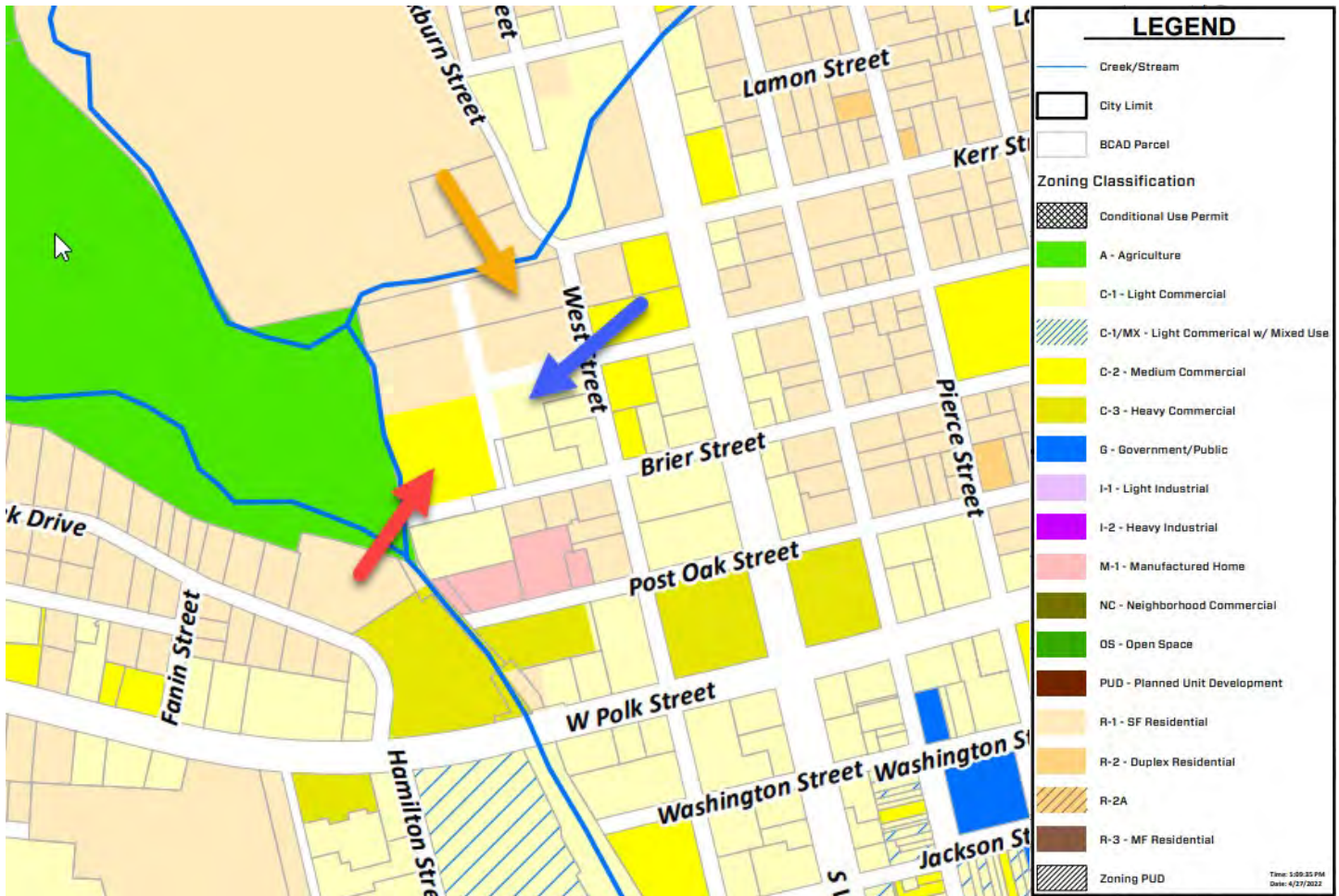
The site is serviced with public electricity, water and wastewater. In addition, there is a well on site.

Streets, Curbs, Sidewalks, Access:

The subject property has frontage along N. West St. It is located one block west of US 281, which traverses Burnet in a north/south direction. N. West St. is a tertiary roadway with curbing but no sidewalks.

Zoning, Restrictions:

The subject site has multiple zoning overlays. Please see the following map.



The red arrow indicates a zoning of C-2; Medium Commercial zoning. The blue arrow indicates a zoning of C-1; Light Commercial. The orange arrow indicates a zoning of R-1; SF Residential. We stopped at City Hall in Burnet and spoke with Leslie Kimbler in the Development Services department regarding the various zoning categories placed on the subject. We inquired as to the possibility/likelihood of the zoning being changed. She stated it is possible for zoning to be changed on the subject depending on city approval. However, she noted that generally in order for a zoning change to occur, a property owner should perform some due diligence before submitting a zoning change request. Items such as discussions with engineers/architects and/or preliminary site plans were mentioned which could impact a decision by the city council. It is our opinion that a knowledgeable buyer would perform due diligence relating to changing the zoning to C-1 in order to achieve the highest and best use.

This is considered optimal for the subject given the majority of tracts around the subject are commercially zoned. In addition, we note the C-2 zoned portion is located primarily in the floodway and floodplain.

Tax Assessment

The subject property is located within the following taxing jurisdictions:

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	CENTRAL APPRAISAL DISTRICT	0.000000	\$188,207	\$188,207	\$0.00
CBU	CITY OF BURNET	0.613100	\$188,207	\$188,207	\$1,153.90
GBU	BURNET COUNTY	0.336100	\$188,207	\$188,207	\$632.57
RSP	CO SPECIAL, ROAD & BRIDGE	0.040500	\$188,207	\$188,207	\$76.22
SBU	BURNET ISD	1.059600	\$188,207	\$188,207	\$1,994.24
WCD	WATER CONSERV DIST OF CENTRAL TEXAS	0.005700	\$188,207	\$188,207	\$10.73
Total Tax Rate:		2.055000			
Taxes w/Current Exemptions:					\$3,867.66
Taxes w/o Exemptions:					\$3,867.66

According to the above data, the current tax liability is **\$2.055** per \$100.00 of assessed value. The assessed value of the subject site was reported to be **\$188,207** by the Burnet County Central Appraisal District resulting in a total tax liability of **\$3,867.65**.

DEFINITION OF HIGHEST AND BEST USE

"Highest and Best Use" is a basic premise of value. As with value, "Highest and Best Use" is not an absolute fact; it reflects an appraiser's opinion of the best use of a property based on an analysis of prevailing market conditions. The term "Highest and Best Use", as used in this appraisal report, is defined as, "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and results in the highest value." (From The Appraisal of Real Estate, 15th Edition, prepared by the Appraisal Institute)

A study of the "Highest and Best Use" of a property is the most important, fundamental and critical section in the valuation process. As background for this conclusion, the appraiser will analyze the subject property, the community, the neighborhood in which the property is located and lastly, the basic principles of land utilization.

In this type of analysis, the appraiser will actually conduct two separate studies:

1. An analysis of the site AS VACANT
2. An analysis of the site AS IMPROVED

In estimating the "Highest and Best Use", there are essentially four stages of analysis:

1. LEGALLY PERMISSIBLE USE: What uses are permitted by zoning, deed restrictions and other governmental controls on the site in question?
2. PHYSICALLY POSSIBLE USE: What uses of the site in question are physically possible?
3. FINANCIALLY FEASIBLE USE: What physically possible and legally permissible use will produce a positive net return or the highest present worth?
4. MAXIMALLY PRODUCTIVE USE: Among the feasible uses, which use will produce the highest net return for the longest period of time?

The following tests must be met in estimating the "Highest and Best Use": the use must be legal, the use must be probable and not speculative or conjectural, there must be a profitable demand for such use, and finally the use must return the highest net return for the longest period of time.

HIGHEST AND BEST USE – AS VACANT

LEGALLY PERMISSIBLE USE

Legal restrictions as they apply to the subject are both public zoning ordinances and private deed restrictions. This is the appraiser's first step in the "Highest and Best Use" since it can narrow down the uses which could be built on a particular site. If a particular use is not legally permissible, then the use is only speculative since it would require a zoning change, or variance, etc.

The subject site has multiple zoning overlays, including C-2; Medium Commercial zoning, C-1; Light Commercial. and R-1; SF Residential.

The multiple zoning districts would legally allow a wide variety of uses including residential and commercial uses in conformance with local requirements.

PHYSICALLY POSSIBLE USE

The physically possible constraint imposed on the subject property is dictated by the physical aspects of the site itself. In general, the larger the site, the greater it's potential to achieve the economies of scale and flexibility in development. The subject site is located in the flood plain. Overall, the size, shape, location, utilities and access make the site suitable for various uses, including residential and commercial.

FINANCIALLY FEASIBLE USE

In order to satisfy this constraint, the use must produce an acceptable income, or return, in comparison to the operating expenses, financial expenses, and capital amortization. To be financially feasible it must be able to generate an income stream which will support the debt service and operating expenses, as well as provide a reasonable return to the equity dollars invested. Given the subject's location and general attributes, the financially feasible use for the subject site at the current time would be to develop with a commercial use.

MAXIMALLY PRODUCTIVE / HIGHEST AND BEST USE

Based on an analysis of the market area, as well as the location, size, utilities, and access, etc., it is our opinion that, "as vacant", the maximally productive and highest and best use would be to develop with a commercial use.

HIGHEST AND BEST USE – AS IMPROVED

There are no improvements on the site and a Highest and Best Use As Improved is not applicable.

VALUATION

The valuation process is employed to develop a well supported estimate of a defined value, which is based on consideration of all pertinent general and specific data. Toward this goal, an appraiser analyzes a property by applying specific appraisal procedures that reflect three distinct methods for analyzing data mathematically. These are:

1. THE COST APPROACH, which considers the current cost of producing or replacing the improvements, less loss in value from depreciation, added to land value.
2. THE SALES COMPARISON APPROACH, which considers the value indicated by recent sales of comparable properties in the market.
3. THE INCOME CAPITALIZATION APPROACH, which considers the value of a property's earning power based on a capitalization of income.

The three approaches are interrelated and each involves the gathering and analysis of cost, sales and income data in relation to the property being appraised.

Selection of Methodology

The Cost Approach is important in estimating the market value of a new/proposed property or relatively new construction. The approach is especially persuasive when the site value is well supported and the improvements are new or suffer only minor accrued depreciation. It is also an important approach when a lack of market activity limits the usefulness of the Sales Comparison Approach. As the subject site is valued as land, this method is not applicable and not utilized.

The Sales Comparison Approach is based upon the principle that the value of the property tends to be set by the price at which comparable properties have recently sold or for which they can be acquired. This approach depends on a sufficient number of generally similar and recent comparable sales but is impacted somewhat by the appraiser's inherent subjectivity and the inherent inconsistency of imperfect markets. As the subject is being valued as land, a Sales Comparison Approach (land only) is applied.

The subject property is being valued as land. For this reason, the income approach is not applicable and not utilized.

SALES COMPARISON APPROACH (LAND ONLY)

ANALYSIS AND VALUATION OF THE SUBJECT

The Sales Comparison Approach to value compares the subject to similar properties that have sold or are under contract in the same or similar market. This approach is based on the principle of substitution, which states that no commodity has a value greater than a similar commodity offering similar uses, similar utility, and similar function that can be purchased within a reasonable time frame. In other words, the market value of a property is set by the price of acquiring a substitute property, which could provide the owner with similar utility. The principle of substitution also is crucial in reconciling approaches to value, as it provides linkage in the underlying determination the subject's market value.

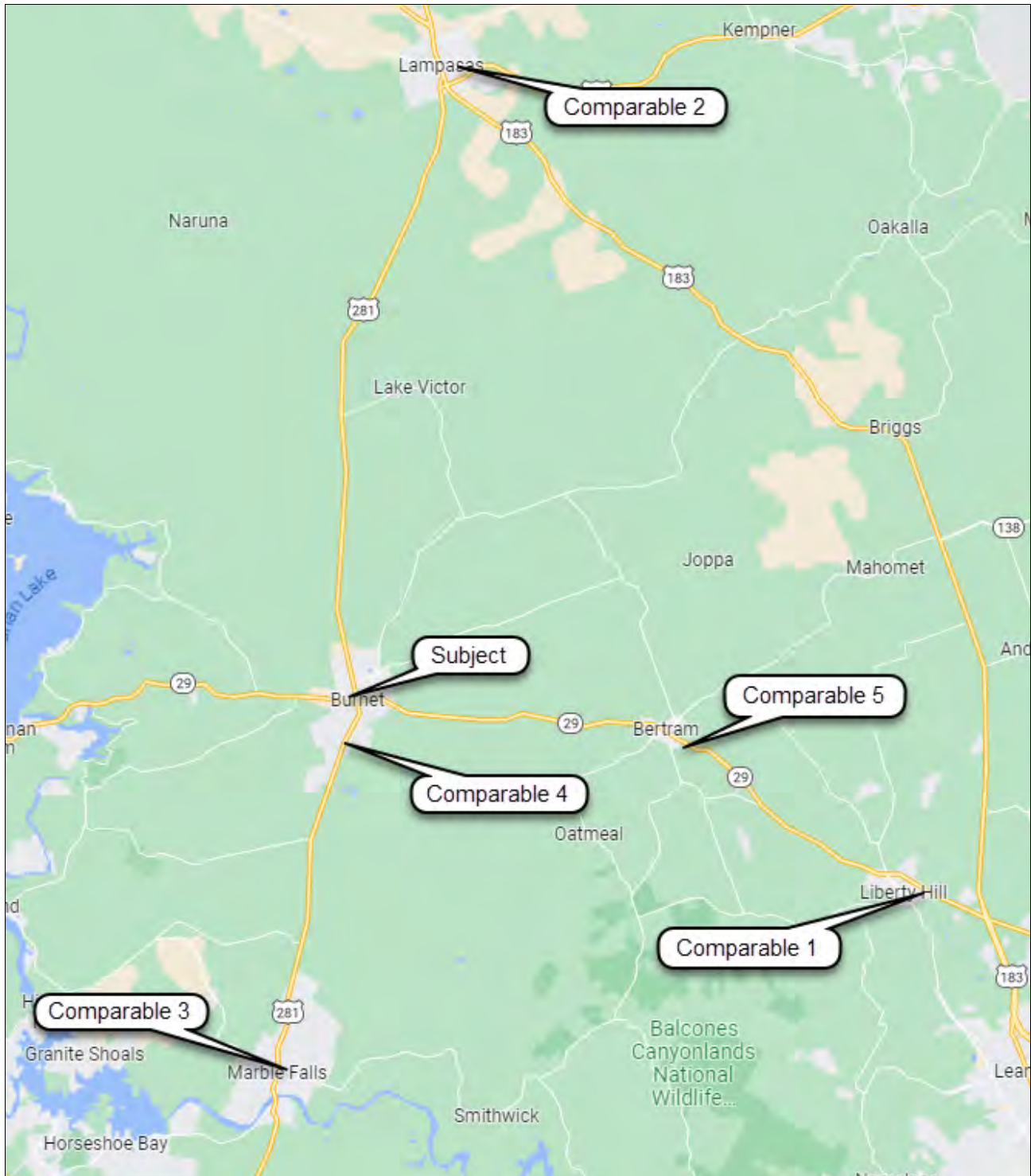
The Sales Comparison Approach (whole property) is a process of comparing actual improved comparable property sales. This approach to value is premised upon the "PRINCIPLE OF SUBSTITUTION - which holds that when several commodities or services with substantially the same utility are available, the one with the lowest price attracts the greatest demand and widest distribution." The Appraisal of Real Estate, 15th Edition.

The applicability of this approach is based upon the assemblage of similar sales and offerings data for comparison, from which market derived adjustments for relevant factors can be extracted. The sales data is compared to the subject on the basis of significant characteristics exhibited in the subject property. Considerations for such factors as: changes in the market since the date of the sale (time), location, access, land/water features could all relate to the subject property, among others. Because the adjustments are market derived, whenever possible, the desires and actions of typical buyers and sellers are usually reflected in the comparison process.

The Sales Price per Square Foot comparison is based upon the physical unit of comparison of gross square feet. The sales price is divided by the gross square feet thus yielding an unadjusted Sales Price per Square Foot common denominator, which is then adjusted to reflect the attributes of the subject property. This adjusted Sales Price per Square Foot is applied to the subject to indicate a value of the subject derived by comparison to individual market sales.

SALES COMPARISON SUMMARY

The appraiser researched several sales that were all considered similar to the subject. The appraiser has included relevant details of all the comparable sales within this section of the report for the reader's review. We note we have selected five total sales. On the following pages is a map of the sales, details of each relevant sale and then an adjustment grid which illustrates the adjustments deemed necessary to the comparable sales utilized in this report to value the proposed subject. Following the adjustment grid is an explanation of the adjustments which were applied to the comparable sales. We note our search was generally limited to sales located in smaller towns and that we had to expand our search outside of Burnet due to the lack of recent similar sales.



LAND COMPARABLE No. 1

2	14000 W Highway 29 - Sundance Square SOLD
Liberty Hill, TX 78642 Sale on 5/1/2023 for \$750,000 (\$5.74/SF) - Research Complete Commercial Land of 3 AC (130,680 SF)	
	
Buyer & Seller Contact Info	
Recorded Buyer: CSW Manager, LLC True Buyer: CSW Development Todd Wallace 1703 W 5th St Austin, TX 78703 (512) 861-3550 Buyer Type: Developer/Owner-RGNL Buyer Broker: JLL Barry Haydon (512) 593-4878	Recorded Seller: Lookout Partners LP True Seller: David Gibbs Associates David Gibbs 2370 Rice Blvd Houston, TX 77005 (713) 524-1986 Seller Type: Individual Listing Broker: Cushman & Wakefield Marshall Durrett (512) 370-2415
Transaction Details	
Sale Date: 05/01/2023 (2,750 days on market) Escrow Length: - Sale Price: \$750,000-Confirmed Asking Price: 850000 Price/SF Land Gross: \$5.74 (\$250,000.00/AC) Zoning: C5	Sale Type: Investment Land Area: 3 AC (130,680 SF) Proposed Use: Commercial, Retail, Office, Neighborhood Center, Self-Storage, Supermarket Percent Improved: - Total Value Assessed: \$501,334 in 2022 Improved Value Assessed: - Land Value Assessed: \$501,334 Land Assessed/SF: \$3.00
Street Frontage: 110 feet on Highway 29 (with 1 curb cut) Topography: Level On-Site Improv: Raw land Off-Site Improv: Electricity, Sewer, Water Parcel No: R479146	ID: 6377471



14000 W Highway 29 - Sundance Square		SOLD
Commercial Land of 3 AC (130,680 SF) (con't)		
Transaction Notes		
On May 1st, 2023, the 3 acre lot at 14000 W Highway 29 - Sundance Square was sold for \$750,000. This parcel is zoned C5 and its proposed use is commercial for properties such as retail, office, self-storage, supermarket, neighborhood center, and more. The details above have been verified by parties close to the transaction.		
Current Land Information		ID: 7218359
Zoning:	C5	Proposed Use: Commercial/Retail/Office/Neighborhood Center/Self-Storage/Supermarket
Density Allowed:	-	Land Area: 130,680 SF (3 AC)
Number of Lots:	-	On-Site Improv: Raw land
Max # of Units:	-	Lot Dimensions: -
Units per Acre:	-	Owner Type: Developer/Owner-RGNL
Improvements:	-	
Topography:	Level	
Off-Site Improv:	Electricity, Sewer, Water	
Street Frontage:	110 feet on Highway 29 (with 1 curb cut)	
Location Information		
Metro Market:	Austin	
Submarket:	Georgetown/Georgetown	
County:	Williamson	
CBSA:	Austin-Round Rock, TX	
DMA:	Austin, TX	



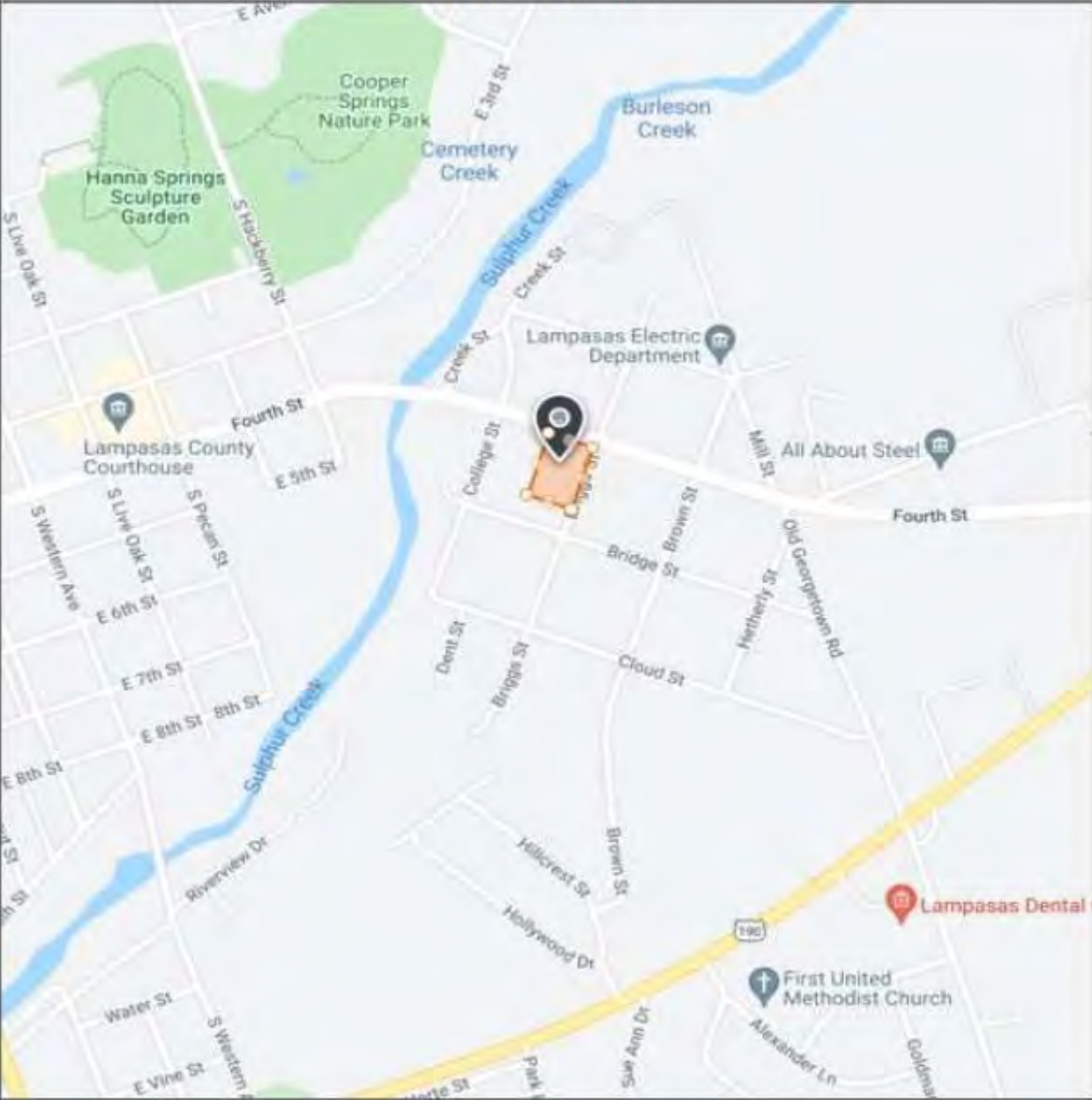
LAND COMPARABLE No. 2

1	1014-1016 E 4th St Lampasas, TX 76550 Sale on 3/21/2022 for \$192,000 (\$3.55/SF) - Research Complete Commercial Land of 1.24 AC (54,014 SF)	SOLD
		
Buyer & Seller Contact Info		
Recorded Buyer: Michael Irvin True Buyer: Michael Irvin PO Box 587 Lampasas, TX 76550 Buyer Type: Individual	Recorded Seller: Jack B. Harrell III True Seller: Jack B. Harrell III Jack Harrell 1002 E 4th St Lampasas, TX 76550 Seller Type: Individual	
Transaction Details		
Sale Date: 03/21/2022 Escrow Length: - Sale Price: \$192,000-Confirmed Price/SF Land Gross: \$3.55 (\$154,838.71/AC) Zoning: F1 Sale Conditions: Assemblage	Sale Type: Investment Land Area: 1.24 AC (54,014 SF) Proposed Use: - Percent Improved: - Total Value Assessed: \$72,080 in 2021 Improved Value Assessed: - Land Value Assessed: \$72,080 Land Assessed/SF: \$1.00	ID: 5949789
Parcel No: 21638, 455, 21186 Document No: 000000191242		
Transaction Notes		
On March 21st, 2022, the 1.24-acre tract of land located at 1014-1016 E 4th St in Lampasas, TX sold for \$192,000. The seller sold the property because they no longer have any use for it. Reasonable attempts were made to contact parties on both sides of the transaction. All information was obtained per public record and a source deemed reliable on the sellers' side.		



1014-1016 E 4th St		SOLD
Commercial Land of 1.24 AC (54,014 SF) (cont)		
Current Land Information		ID: 12717848
Zoning: F1	Proposed Use: -	
Density Allowed: -	Land Area: 54,014 SF (1.24 AC)	
Number of Lots: -	On-Site Improv: -	
Max # of Units: -	Lot Dimensions: -	
Units per Acre: -	Owner Type: Individual	
Improvements: -		
Location Information		
Metro Market: Killeen/Temple/Fort Hood		
Submarket: Lampasas County/Lampasas County		
County: Lampasas		
CBSA: Killeen-Temple, TX		
DMA: Waco-Temple-Bryan, TX		



1014-1016 E 4th St	SOLD
Commercial Land of 1.24 AC (54,014 SF) (cont)	
Parcel Number: 21638, 455, 21186 Legal Description: - County: Lampasas	
Plat Map: 1014-1016 E 4th St	
	





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7/6/2023

List Agent:	606629/Dale Brown	Agent/Office Information	LA Phone: (830) 385-2211	LA Fax:
List Office:	31783/Dale Brown Properties		LO Phone: (830) 265-8980	Sub Ag: 0.00% / Buy Ag: 3.00%
DR Name:	Dale Brown		LO Phone: (830) 385-2211	LO Fax:
LO Address:	206 Ave H Suite 201 Marble Falls, Texas 78654		Bonus:	List Date: 06/03/2020
LA Email:	dale@dalebrownproperties.com			Exp Date:
Own Name:	Marble Paragon, LLC			OLP: \$1,250,000
CDOM:	373	ADOM: 376		Int Cnsm: No
Intrmdry:	Yes	VarComm: No		Close Price: \$965,000
Int Addr Disp:	Yes	IDX YN: Yes	Int AVM Disp: Yes	Close Date: 09/23/2021
			Sales Information	Pend Date: 06/11/2021
Buyer Agt:	NONMBR/Non Member		CSqFt:	TCD:
Buyer Ofc:	NONMBR/Non Member		BCCST: \$0	New Loan:
Buy Fin:	Conventional		SD Cond: Excellent	Int List Display: Yes
			Repairs: \$0	
Comments:	Com property			
List Det URL:				
VT Unbranded:	https://youtu.be/jd80b68ffrk			
Vid Unbranded:	https://youtu.be/jd80b68ffrk			
Listing Will Appear On:	ListHub, Realtor.com, Zillow Group (Zillow, Trulia, HotPads), HAR.com			



LAND COMPARABLE No. 4

7	3401 S Water St - Commercial Hwy 281 Burnet, TX 78611 Sale on 6/4/2021 for \$470,000 (\$2.40/SF) - Public Record Commercial Land of 4.50 AC (196,020 SF)	SOLD
		
Buyer & Seller Contact Info		
Buyer Type:		Seller Type: Listing Broker: Lake Homes Realty Bruce Jones (866) 525-3746
Transaction Details ID: 5528067		
Sale Date: 06/04/2021 (324 days on market) Escrow Length: - Sale Price: \$470,000-Confirmed Asking Price: 500000 Price/SF Land Gross: \$2.40 (\$104,444.44/AC)		Sale Type: Investment Land Area: 4.50 AC (196,020 SF) Proposed Use: Industrial
Zoning: C-3 Street Frontage: 250 feet on U.S. 281 Off-Site Improv: Electricity, Sewer, Water		
Current Land Information ID: 10384923		
Zoning: C-3 Density Allowed: - Number of Lots: - Max # of Units: - Units per Acre: - Improvements: - Off-Site Improv: Electricity, Sewer, Water Street Frontage: 250 feet on U.S. 281 Traffic Count: 0 cars per day on U.S. 281		Proposed Use: Industrial Land Area: 196,020 SF (4.50 AC) Min Div Lot Size: - On-Site Improv: - Lot Dimensions: - Owner Type: -



3401 S Water St - Commercial Hwy 281

SOLD

Commercial Land of 4.50 AC (198,020 SF) (con't)

Location Information

County: **Burnet**
DMA: **Austin, TX**



LAND COMPARABLE No. 5


1


Highway 29 @ Castleberry Court - 2.29 AC COMMERCIAL LAND IN TEXAS HILL

Bertram, TX 78605

Sale on 4/23/2021 for \$475,000 (\$4.76/SF) - Research Complete
Commercial Land of 2.29 AC (99,752 SF)

SOLD





Buyer & Seller Contact Info

Recorded Buyer: -	Recorded Seller: 363 Bertram Ltd 401 Isom Rd San Antonio, TX 78218
	Listing Broker: DH Realty Partners, Inc. Steves Rosser (210) 222-2424

Transaction Details ID: 5476583

Sale Date: 04/23/2021 (3,186 days on market)	Sale Type: Investment
Escrow Length: -	Land Area: 2.29 AC (99,752 SF)
Sale Price: \$475,000-Confirmed	Proposed Use: Commercial
Asking Price: 475000	
Price/SF Land Gross: \$4.76 (\$207,423.58/AC)	
Zoning: C	
Street Frontage: 391 feet on Route 29 (with 1 curb cut) 275 feet on Castleberry Court	
Topography: Level	
On-Site Improv: Raw land	
Off-Site Improv: Cable, Curb/Gutter/Sidewalk, Electricity, Gas, Irrigation, Sewer, Streets, Telephone, Water	

Income Expense Data

	- Taxes	\$638
Expenses	- Operating Expenses	
	Total Expenses	\$638



Highway 29 @ Castleberry Court - 2.29 AC COMMERCIAL LAND IN TEXAS HILL COUNT		SOLD
Commercial Land of 2.29 AC (99,752 SF) (con't)		
Current Land Information		ID: 8844696
Zoning: C	Proposed Use: Commercial	
Density Allowed: -	Land Area: 99,752 SF (2.29 AC)	
Number of Lots: -	On-Site Improv: Raw land	
Max # of Units: -	Lot Dimensions: -	
Units per Acre: -	Owner Type: -	
Improvements: -		
Topography: Level		
Off-Site Improv: Cable, Curb/Gutter/Sidewalk, Electricity, Gas, Irrigation, Sewer, Streets, Telephone, Water		
Street Frontage: 391 feet on Route 29 (with 1 curb cut)		
	275 feet on Castleberry Court	
Traffic Count: 13,000 cars per day on Route 29		
Location Information		
Cross Street: Castleberry Court		
County: Burnet		
DMA: Austin, TX		



Highway 29 @ Castleberry Court - 2.29 AC COMMERCIAL LAND IN TEXAS HILL COUNT

SOLD

Commercial Land of 2.29 AC (99,752 SF) (cont)

Parcel Number: -
Legal Description: -
County: **Burnet**

Plat Map: Highway 29 @ Castleberry Court



LAND SALES ADJUSTMENT GRID						
Subject	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5	
Address	400 N. West St.	14000 W. SH 29	1014-1016 E. 4th St.	3B Max Copeland Dr.	3401 S. Water St.	SH 29 @ Castleberry Ct.
City	Burnet	Liberty Hill	Lampasas	Marble Falls	Burnet	Bertram
State	Texas	Texas	Texas	Texas	Texas	Texas
Contract/Sale Date	NA	5/1/2023	3/21/2022	9/23/2021	6/4/2021	4/23/2021
Sale Price	NA	\$750,000	\$192,000	\$965,000	\$470,000	\$475,000
Gross Land Area (SF)	268,504	130,680	54,014	351,094	196,020	99,752
Gross Land Area (Acres)	6.1640	3.0000	1.2400	8.0600	4.5000	2.2900
Usable Land Area (SF)	174,302	130,680	54,014	351,094	196,020	99,752
Usable Land Area (Acres)	4.0014	3.0000	1.2400	8.0600	4.5000	2.2900
Zoning	C1	C5	F1	C	C3	C
Price Per Usable SQ FT		\$5.74	\$3.55	\$2.75	\$2.40	\$4.76
Property Rights Conveyed		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Percent Adjustment		0.0%	0.0%	0.0%	0.0%	0.0%
Dollar Adjustment		\$ -	\$ -	\$ -	\$ -	\$ -
Adjusted Price		\$5.74	\$3.55	\$2.75	\$2.40	\$4.76
Financing Terms		Cash to seller	Cash to seller	Cash to seller	Cash to seller	Cash to seller
Percent Adjustment		0.0%	0.0%	0.0%	0.0%	0.0%
Dollar Adjustment		\$ -	\$ -	\$ -	\$ -	\$ -
Adjusted Price		\$5.74	\$3.55	\$2.75	\$2.40	\$4.76
Conditions of Sale		Typical	Typical	Typical	Typical	Typical
Percent Adjustment		0.0%	0.0%	0.0%	0.0%	0.0%
Dollar Adjustment		\$ -	\$ -	\$ -	\$ -	\$ -
Adjusted Price		\$5.74	\$3.55	\$2.75	\$2.40	\$4.76
Time/Market Conditions		5/1/2023	3/21/2022	9/23/2021	6/4/2021	4/23/2021
Appraisal Date	7/10/2023					
Months Elapsed	-----	2.33	15.87	21.83	25.53	26.93
Annual % Adj.	See Comments					
Percent Adjustment		-1.0%	-7.5%	-5.5%	-4.2%	-3.9%
Adjusted Price		\$5.68	\$3.29	\$2.60	\$2.30	\$4.58
Adjustment For						
Location		-20.0%	10.0%	-10.0%	5.0%	-15.0%
Zoning / Entitlements		0.0%	0.0%	0.0%	0.0%	0.0%
Physical Characteristics						
Size		-2.5%	-15.0%	5.0%	0.0%	-5.0%
Shape		0.0%	0.0%	0.0%	0.0%	0.0%
Frontage / Corner		-5.0%	0.0%	0.0%	-5.0%	-5.0%
Easements / Encumbrances		-7.5%	-7.5%	-7.5%	-7.5%	-7.5%
Topography / Floodplain		-5.0%	-5.0%	-5.0%	-5.0%	-5.0%
Zoning		0.0%	0.0%	0.0%	0.0%	0.0%
Utilities		0.0%	0.0%	0.0%	0.0%	0.0%
Adjusted Percent		-40.0%	-17.5%	-17.5%	-12.5%	-37.5%
Adjusted Price		\$3.41	\$2.71	\$2.14	\$2.01	\$2.86
Weighted Average		1x	1x	1x	1x	1x
Price/Per Square Feet Comparison						
Number of Comps	5	Indicated Subject Value				
Maximum.....	\$3.41	Usable Land Area (SF)..... 174,302				
Minimum.....	\$2.01	Indicated Subject Value..... \$2.65				
Mean (avg.).....	\$2.63	Total Indicated Value..... \$461,900				
Median.....	\$2.71	Rounded to..... \$462,000				

ADJUSTMENTS TO COMPARABLES:

Property Rights, Financing Terms and Conditions of Sale: All sales were transfers of fee simple rights of ownership and typical financing terms. Conditions of all sales were typical. No adjustments were deemed necessary to any of the comparable sales for property rights, financing or conditions of sale.

Market Conditions: Based on changes in the real estate market, as evidenced by sale prices of both raw land and improved properties over the past several years, the appraiser has forecasted the changes in the market for raw land.

All closed sales utilized occurred between April 2021 and May 2023. Based on a review of comparable sales in the subject market and similar areas from the date of the oldest sale through the date of appraisal, the appraiser has concluded that from the date of the oldest sale to the date of value the market has seen multiple changes. For all of 2021 and the first quarter of 2022 the appraiser estimated an annual increase of 4%, or +0.33% per month, as the market was improving. For the rest of 2022 through present, the appraiser estimated a negative 6% annual or -0.50% per month to account for the declining market due primarily to the prolonged increase in interest rates and economic uncertainty. Adjustments were applied as warranted.

Location Adjustment: The subject is located one block west of US 281 along a tertiary roadway, No. West St. It has good proximity to downtown Burnet and related amenities.

Comparable Nos. 1, 3 and 5 are located in areas which are either in the path of ongoing growth or in areas which have seen more recent growth compared to the subject; therefore, we apply varying downward adjustments to these sales. Comparable No. 2 is located in a more tertiary area, north of the subject, and is adjusted upward. Comparable No. 4 is also located in Burnet, however, it has inferior proximity to downtown and related amenities; therefore, we apply upward adjustment.

Size Adjustment: The size of a tract/parcel has an impact on its sale price. Generally, based on economies of scale, smaller sized tracts of land typically sell for more per acre, while larger tracts typically sell for less per acre. The subject is +/- 6.164 Acres, or +/- 268,504 square feet in size on a gross basis. However, as discussed previously in the report, a portion of the subject is located in the floodway and is not usable. As such, we are appraising the subject based on usable size, which is +/- 4.0014 acres, or +/- 174,302 square feet.

Comparable Nos. 1, 2 and 5 are adjusted downward based on smaller size. Comparable No. 3 is adjusted upward based on larger size. The adjustment is based on a rate of 5% per doubling, rounded to the nearest 2.5% as applicable. No other adjustments are necessary.

Shape Adjustment: The shape of a parcel/sale can impact the overall utility or development potential. The subject is an irregular shaped tract of land. However, we note the shape of the subject, particularly considering the usable square feet, does not appear to limit overall utility of the site.

No adjustments are necessary for shape.

Frontage/Corner: The subject property has frontage and exposure along a tertiary roadway, N. West St.

Comparable Nos. 1, 4 and 5 have frontage along major roadways and are adjusted downward. No other adjustments are warranted.

Easements/Encumbrances: As previously discussed, the subject appears to be impacted by typical utility easements. In addition, it is impacted by a water line and sanitary sewer easement, which bisect the property. Due to the location of these easements, it could inhibit general utility of the site.

To our knowledge, none of the sales are encumbered by any known easements/encumbrances which would significantly impact utility and downward adjustments are applied to all sales.

Topography/Floodplain: The subject topography is generally flat, though it does slightly slope downward from east to west. In addition, as previously discussed, a portion of the subject is located in the floodplain, which is different than the floodway. This floodplain area generally excludes the construction of vertical improvements, but horizontal improvements are generally acceptable.

To our knowledge, none of the sales are located in a floodplain, and all are adjusted slightly downward.

Zoning: Given the highest and best use of the subject and the zoning of those sales which are subject to a zoning category, all sales allow similar development to the subject's likely use and no adjustments are necessary.

Utilities Adjustment: The subject property has access to public electricity, water and wastewater.

All sales also have access to all public utilities and no adjustments are warranted.

Conclusion – As Is Value

After reviewing the market data presented herein, other sales from the area, and talking with market participants, the appraiser was able to formulate an opinion as to the market value of the subject property. When comparing the subject to the sales, the closed sales have an adjusted price range of \$2.01 to \$3.41 per square foot. This is compared to an unadjusted range of \$2.40 to \$5.74 per square foot. The weighted mean, or average, price per square foot of \$2.63 and a median of \$2.71 per square foot. The appraiser is of the opinion that **\$2.65** per square foot, which is similar to the median and mean and also within the range, is appropriate for the subject.

Thus, the market value on an “**As Is**” basis can be calculated as follows:

$\$2.65 \text{ per Square Foot} \times 174,302 \text{ Usable Square Feet} = \$461,900; \text{ Rounded to } \mathbf{\$462,000}$

FOUR HUNDRED SIXTY TWO THOUSAND DOLLARS

The value of \$462,000 equates to \$1.72 per square foot on the whole property of 6.164 acres.

RECONCILIATION

The Cost Approach is important in estimating the market value of a new/proposed property or relatively new construction. The Cost Approach was not developed as the subject is being valued as a vacant tract of land.

The Sales Comparison Approach is based upon the principle that the value of the property tends to be set by the price at which comparable properties have recently sold or for which they can be acquired. This approach depends on a sufficient number of generally similar and recent comparable sales but is impacted somewhat by the appraiser's inherent subjectivity and the inherent inconsistency of imperfect markets. The subject is being appraised as land and this approach has been utilized to determine value.

The subject property is being valued as land and this approach is not applicable.

VALUATION OPINION: MARKET VALUES – FEE SIMPLE ESTATE

“AS IS” – MARKET VALUE

COST APPROACH	Not Applicable/Developed
SALES COMPARISON APPROACH	\$462,000
INCOME CAPITALIZATION APPROACH	Not Applicable/Developed

The Sales Comparison approach to value has produced the preceding value. The market value opinion of the subject property on an “As Is” basis, as of July 10, 2023, is:

INDICATED MARKET VALUE ROUNDED \$462,000

FOUR HUNDRED SIXTY TWO THOUSAND DOLLARS

ESTIMATED EXPOSURE TIME

The definition of Market Value assumes adequate time is allowed for exposure on the open market. The estimated exposure time for the subject property was based on several related factors. The appraiser has considered the following in making his estimate of exposure time.

- 1) The supply of and demand for comparable properties will affect the time it will take for the subject property to be absorbed by the market. The appraiser has considered the available space for sale and/or lease in the marketplace as well as the demand for that space over the past five years.
- 2) The physical and locational characteristics of the subject property and their relationship to the available comparable properties. The characteristics of the property are considered to determine the marketability of the property.
- 3) The appraiser has considered the strengths and weaknesses of the subject market and/or the local area market and how it relates to the overall regional market.
- 4) A survey was conducted of local brokers to get their opinion as to the marketing period for the subject property as well as comparable properties in the area market.

In conclusion, the subject is considered to be typical of similar projects in the subject's market area and to be a marketable land to sell. The location, surrounding demographics and access to the property are considered to be average to good as compared to the competition. It is our opinion that if the subject property had been listed for sale one year prior to the effective date of this report, at or near the market value opinion concluded within this report, and if it were properly marketed, the property should have sold within an indicated 9-to-12-month exposure period.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the assumptions and limiting conditions stated in this report, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and the report was prepared in conformity with Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) and its regulations and in conformity with the current requirements of the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation.
- Mr. Chris P. Griesbach, MAI, did not make a personal inspection of the subject property.
- No one provided significant real property appraisal assistance to the person or persons signing this certification, unless otherwise noted.
- In accordance with the competency rule in the Uniform Standards of Professional Appraisal Practice, I certify that my education, experience and knowledge is sufficient to appraise the type of property being appraised.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of the report, Chris P. Griesbach, MAI has completed the continuing education program for Designated Members of the Appraisal Institute.



Chris P. Griesbach, MAI
Principal
Texas State Certified General Appraiser
TX-1321135-G

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the assumptions and limiting conditions stated in this report, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and the report was prepared in conformity with Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) and its regulations and in conformity with the current requirements of the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation.
- Mr. Brandon S. Simpson made a personal inspection of the subject property.
- No one provided significant real property appraisal assistance to the person or persons signing this certification, unless otherwise noted.
- In accordance with the competency rule in the Uniform Standards of Professional Appraisal Practice, I certify that my education, experience and knowledge is sufficient to appraise the type of property being appraised.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of the report, Brandon S. Simpson has completed the Standards and Ethics Education requirements for Practicing Affiliates of the Appraisal Institute.



Brandon S. Simpson
Senior Appraiser
Texas State Certified General Appraiser
TX-1380391-G

LIMITING CONDITIONS AND ASSUMPTIONS

1. Limit of Liability

The liability of LONE STAR APPRAISALS AND REALTY, INC. and employees is limited to the fee collected. There is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The Appraisers assume no responsibility for any costs incurred to discover or correct any deficiencies present in the property.

2. Copies, Publication, Distribution, Use and Ownership of Report

Possession of this report or any copy thereof does not carry with it the right of publication, nor may it be used for other than its intended use; the physical report(s) remain the property of LONE STAR APPRAISALS AND REALTY, INC. for the use of the client, the fee being for the analytical services only.

The Bylaws and Regulations of the Appraisal Institute require each Member and Candidate to control the use and distribution of each appraisal report signed by such Member or Candidate; except as hereinafter provided, the client may distribute copies of this appraisal report in its entirety to such third parties as he may select; however, selected portions of this appraisal report shall not be given to third parties without the prior written consent of the signatories of this appraisal report. Neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations, news, sales or other media for public communication without the prior written consent of LONE STAR APPRAISALS AND REALTY, INC.

3. Confidentiality

This appraisal is to be used only in its entirety and no part is to be used without the whole report. All conclusions and opinions concerning the analysis are set forth in the report which was prepared by the Appraiser(s) whose signature(s) appear on the appraisal report, unless indicated as "Review Appraiser." No change of any item in the report shall be made by anyone other than the Appraiser and/or officer of the firm. The Appraiser and firm shall have no responsibility if any such unauthorized change is made.

4. Trade Secrets

This appraisal was obtained from LONE STAR APPRAISALS AND REALTY, INC. or related companies and/or its individuals or related independent contractors and consists of "trade secrets and commercial or financial information" which is privileged and confidential and exempt from disclosure under 5 U.S.C. 552 (b)(4). Notify the appraiser(s) signing the report or an officer of LONE STAR APPRAISALS AND REALTY, INC. of any request to reproduce this appraisal in whole or part.

5. Information Used

No responsibility is assumed for accuracy or information furnished by or from others, the client, his designee, or public records. We are not liable for such information or the work of possible subcontractors. Be advised that some of the people associated with LONE STAR APPRAISALS AND REALTY, INC., and possibly signing the report, are independent contractors. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction, or from affidavit or other sources thought reasonable; all are considered appropriate for inclusion to the best of our factual judgment and knowledge. An impractical and uneconomic expenditure of time would be required in attempting to furnish unimpeachable verification in all instances, particularly as to engineering and market-related information. It is suggested that the client consider independent verification within these categories as a prerequisite to any transaction involving sale, lease, or other significant commitment of subject property, and that such verification be performed by the appropriate specialists.

6. Testimony, Consultation, Completion of Contract for Appraisal Services

The total fee is payable upon fulfillment/completion of the contract for appraisal, consultation or analytical service. The appraiser(s) or those assisting in preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal, in full or in part, nor engage in post appraisal consultation with client or third parties except under separate and special arrangement and at an additional fee. If testimony or deposition is required because of any subpoena, the client shall be responsible for any additional time, fees, and charges regardless of issuing party.

7. Exhibits

The sketches and maps in this report are included to assist the reader in visualizing the property and are not necessarily to scale. Various photos, if any, are included for the same purpose. Site plans are not surveys unless shown from separate surveyor.

8. Legal, Engineering, Financial, Structural, or Mechanical Nature Hidden Components, Soil

No responsibility is assumed for matters legal in character or nature, nor matters of survey, nor of any architectural, structural, mechanical, or engineering nature. No opinion is rendered as to the title,

which is presumed to be good and merchantable. The property is appraised as if free and clear, unless otherwise stated in particular parts of the report.

The legal description is assumed to be correct as used in this report as furnished by the client, his designee, or as derived by the appraisers.

Please note that no advice is given regarding mechanical equipment or structural integrity or adequacy, nor soils and potential for settlement, drainage, and such (seek assistance from qualified architect and/or engineer) nor matters concerning liens, title status, and legal marketability (seek legal assistance), and such. The lender and owner should inspect the property before any disbursement of funds; further, it is likely that the lender or owner may wish to require mechanical or structural inspections by a qualified and licensed contractor, civil or structural engineer, architect, or other expert.

The Appraisers have inspected as far as possible, by observation, the land and the improvements; however, it was not possible to personally observe conditions beneath the soil, hidden structurally, or other components. We have not critically inspected mechanical components within the improvements and no representations are made herein as to these matters unless specifically stated and considered in the report. The value opinion considers there being no such conditions that would cause a loss of value. The land or the soil of the area being appraised appears firm, however subsidence in the area is unknown. The appraiser(s) do not warrant against this condition or occurrence of problems arising from soil conditions.

The appraisal is based on there being no hidden, unapparent, or apparent conditions of the property site, subsoil, or structures or toxic materials which would render it more or less valuable. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them. All mechanical components are assumed to be in operable condition and status standard for properties of the subject type. Conditions of heating, cooling, ventilating, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. No judgment is made as to adequacy of insulation, type of insulation, or energy efficiency of the improvements or equipment.

If the Appraisers have not been supplied with a termite inspection, survey, or occupancy permit, no responsibility or representation is assumed or made for any costs associated with obtaining same, or for any deficiencies discovered before or after they are obtained. No representation or warranties are made concerning obtaining the above mentioned items.

The Appraisers assume no responsibility for any costs or consequences arising due to the need, or the lack of need for flood hazard insurance. An Agent for The Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.

9. Legality of Use

The appraisal is based on the premise that there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in the report; further, that all applicable zoning, building, and use regulations and restrictions for all types have been complied with unless otherwise stated in the report; further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority (local, state, federal and/or private entity or organization) have been or can be obtained or renewed for any use considered in the value opinion.

10. Component Value

The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

11. Auxiliary and Related Studies

No environmental or impact study, special market study or analysis, "Highest and Best Use" analysis study or feasibility study has been requested or made unless otherwise specified in an agreement for services or in the report. The appraisers reserve the unlimited right to alter, amend, revise, or rescind any of the statements, findings, opinions, values, estimates, or conclusions upon any subsequent such study, analysis, previous study, factual information as to market or subject, or analysis subsequently becoming known to him.

12. Dollar Value, Purchasing Power

The market value estimated, and the costs used, are as of the date of the estimate of value. All dollar amounts are based on the purchasing power and price of the dollar as of the date of the value estimate.

13. Inclusions

Furnishings and equipment, personal property, or business operations except as specifically indicated and typically considered as a part of real estate, have been disregarded with only the real estate being considered in the value estimate unless otherwise stated. In some property types, business and real estate interests and values are combined.

14. Existing Improvements, Conditioned Value

Improvements existing, if any, on or off-site, as well as any repairs required are considered, for purposes of this appraisal, to be completed in a good and workmanlike manner according to information submitted and/or considered by the appraisers. In cases of existing construction, the appraisal is subject to change upon inspection of property after construction is completed. This estimate of market value is, as of the date shown, existing as if completed and operating at levels shown and projected.

15. Value Change, Dynamic Market, Influences

The estimated market value is subject to change with market changes over time; value is highly related to exposure, time, promotional effort, terms, motivation, and conditions surroundings the offering. The value estimate considers the productivity and relative attractiveness of the property physically and economically in the marketplace.

In cases of appraisals involving the capitalization of income benefits, the estimate of market value, investment value, or value in use is a reflection of such benefits and appraiser's interpretation of income and yields and other factors derived from general and specific client and market information. Such estimates are as of the date of the estimate of value; they are thus subject to change as the market and value is naturally dynamic.

The "Estimate of Value" in the appraisal report is not based in whole or in part upon the race, color, or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

The Appraisers reserve the right to alter the opinion of value on the basis of any information withheld or not discovered in the original normal course of a diligent investigation.

16. Management of the Property

It is assumed that the property which is the subject of this report is under prudent and competent ownership and management; neither inefficient nor super-efficient.

17. Professional Fees

The fee for this appraisal or study is for the analytical services rendered and not for the time spent on the physical report or the physical report itself. The physical report(s) remains the property of LONE STAR APPRAISALS & REALTY, INC. under all circumstances.

18. Authenticity

The authentic copies of this report have a light blue cover with a dark blue type seal utilizing the LONE STAR APPRAISALS & REALTY, INC. logo. Any copy that does not have the above is unauthorized and may have been altered. Please contact LONE STAR APPRAISALS & REALTY, INC. if there is any question regarding authenticity of this report.

19. Insulation and Toxic Materials

Unless otherwise stated in this report, the appraiser(s) signing this report has no knowledge concerning the presence or absence of toxic materials and/or urea-formaldehyde foam insulation in existing improvements; if such is present the value of the property may be adversely affected and re-appraisal at additional cost necessary to estimate the effects of such.

20. Right To Alter Market Value

The appraisers and/or officers of LONE STAR APPRAISALS AND REALTY, INC. reserve the right to alter statements, analysis, conclusion or any value estimate in the appraisal if there becomes known to us facts pertinent to the appraisal process which were unknown to us when the report was finished.

21. SPECIAL CONDITIONS

The appraisers made the assumption that the subject property was free and clear of any environmental nuisances which might affect the market value of the property. The appraisers are not environmental experts and thus they have not rendered an opinion as to the presence or absence of any environmental hazards. The appraisers of LONE STAR APPRAISALS AND REALTY, INC. understand that a professional has conducted an environmental site assessment of the subject property and that the report found the site to be clean. However, the appraisers have not been supplied with a copy of the environmental assessment report.

22. Americans With Disabilities Act (ADA)

The reader should note that the owner may be subject to additional financial expenditures in accordance with the Americans With Disabilities Act (ADA), a Federal law codified at 42 USC Section 12101, et seq. Among other requirements of the ADA that could apply to this property, Title III of the ADA requires owners and tenants of "public accommodations" to remove barriers to access by disabled persons and provide auxiliary aids and services for hearing, vision, or speech impaired persons. The compliance deadline for businesses with more than 25 employees was January 26, 1992 and companies with fewer than 10 employees had until January 26, 1993. It should be noted that churches and private clubs are exempt from the requirements of this Act. The regulations under Title II of the ADA are codified at 28 CFR part 36.

The reader should also note that the appraisers are not qualified experts as to the subject's compliance, or noncompliance, under the ADA. In recognition of this law's recent enactment, some of the requirements may be subject to interpretation. However, a very significant factor is that the Act contains no "grandfather" clause for older buildings. The standards for existing buildings are less than. Those for new construction but the buildings must be made accessible to the extent that this is readily achievable.

"Readily achievable" is open for interpretation by the Department of Justice and involves considerations of cost, size of company, number of employees and the financial ability of the owner. More is expected from those with greater financial ability, while undue hardship for others may be considered. In that the owner's financial capability is the primary consideration with respect to compliance, the real estate appraiser cannot determine, nor should he or she be requested to determine, building compliance.

Compliance determination rests with the Department of Justice which recognizes that immediate and full compliance is unattainable for existing buildings. Owners, however, are well-advised to have an accessibility plan in place to show a "good faith" effort for adhering to the law.

Lending institutions need to recognize and address ADA as it affects properties used as collateral for loans. In a foreclosure situation, the bank as the new owner of a property usually has more financial capability than the bankrupt former owner and may be made liable for more stringent handicap accessibility.

Real estate appraisers should inform their clients of major barriers to access noted during physical inspection. Since the first priority is getting the handicapped person through the door, those items should be noted first. The next priority is providing access to service areas. The third priority is making the restrooms accessible, followed by the rest of the facility.

In conclusion, the ADA requires places of public accommodation and employment to be equally accessible to all people, and it will have long lasting and far reaching effects on real estate. The client is strongly urged to retain the services of a qualified independent expert concerning the interpretation and application of the ADA and to determine the subject's status. The value reported herein is subject to revision, should it later be determined that additional expenditures are required to comply with this Act.

23. ACCEPTANCE OF, AND/OR USE OF, THIS APPRAISAL REPORT CONSTITUTES ACCEPTANCE OF THE ABOVE CONDITIONS.

SPECIAL REPORT CONDITIONS, APPRAISER'S LIABILITY LIMITATIONS AND CLIENT AGREEMENTS

The acceptance of this report and its use by the client in any manner whatsoever or for any purpose is acknowledgement by him that this report is a satisfactory professional product, and that he has personally read the report, and specifically agrees that the data herein is accurate to the best of the appraisers' ability.

The report remains the personal property of the signer and may not be transmitted to a third party without the signer's written permission. Permission is granted to transmit to a third party mortgagee.

LONE STAR APPRAISALS & REALTY, INC. and/or the individual signatories personal responsibility does not extend to a third party under any circumstance whatsoever.

As a part of the Appraiser-Client employment agreement, the client agrees to notify LONE STAR APPRAISALS & REALTY, INC. or it's representative of any error, omission, or invalid data herein within fifteen (15) days of receipt and return the report along with all copies to LONE STAR APPRAISALS INC. for correction prior to any use whatsoever.

UNDER NO CIRCUMSTANCES shall LONE STAR APPRAISALS & REALTY, INC. or individual signatories liability exceed the fee actually collected for this report, and then only in case of a gross error which would have materially affected the appraiser's value opinion as of the date of the valuation.

Thus, by acceptance of this report, you acknowledge that a value opinion is the product of a professionally trained mind but nevertheless is an opinion only; and not a provable fact. As a personal opinion, valuation may vary between appraisers based on the same facts.

Thus, LONE STAR APPRAISALS & REALTY, INC. and individual signatories warrant only that the value conclusion is his best opinion estimate as of the exact day of valuation.

QUALIFICATIONS OF CHRIS P. GRIESBACH, MAI

Chris P. Griesbach graduated from the University of Texas-Austin with a Bachelor of Business Administration degree with his majors being in Real Estate and General Business. He has been active in real estate since 1981 and his experience includes residential and commercial real estate appraising, property management, real estate development, investments, and brokerage. Chris is currently an active member with the Appraisal Institute (MAI), a member of the International Right of Way Association (IRWA), a designated realtor member with the Austin Board of Realtors, a member of the Austin Multiple Listing Service, and a licensed Real Estate Broker in Texas. Additionally, Mr. Chris P. Griesbach is a State Certified General Real Estate Appraiser in the State of Texas. His Certificate Number is: TX-1321135-G.

Chris is an approved appraiser for the State Department of Highways and Public Transportation, the City of Pflugerville, the City of Cedar Park, City of Leander, City of Kyle, the City of Georgetown, Travis County, the City of Austin, Williamson County, and The Lower Colorado River Authority, as well as numerous mortgage and banking institutions. His appraisal experience includes commercial, residential, industrial, office, farm and ranch, mixed-use subdivisions, raw land, and special purpose properties such as drug stores, hotels, postal facilities, and cold storage facilities just to name a few. Chris has specialized in the Eminent Domain field since 1988 and has extensive experience appraising partial acquisitions for right of way and/or easements of all types. Chris also has extensive experience valuing whole property acquisitions for libraries, police stations, detention ponds, lift stations, and other uses. Additionally, Chris regularly performs both appraisals and equity analysis for taxing authorities for tax protests or lawsuits. His appraisal experience is extensive being that he has been an active full time real estate appraiser from 1983 to the present. Chris is the Principal owner of *LONE STAR APPRAISALS & REALTY, INC.* which has been in business since 1988.

STATEMENT OF CERTIFICATION STATUS

The Appraisal Institute conducts a mandatory program of continuing education for its designated members. Member MAI's who meet the minimum standards of this program are awarded periodic educational certifications. I am currently certified under this program through May 31, 2022.

The Texas Real Estate Appraiser Certification Committee regulates the State Certification of Texas Real Estate Appraisers. Under this program I am currently certified through November 30, 2023.



EDUCATION

Real Estate courses from the University of Texas:

Introduction to Real Estate	Real Estate Law
Real Estate Appraisal Theory & Methods	Real Estate Investments & Feasibility Analysis
Real Estate Finance	Real Estate Finance & Syndication

Other Courses

Non-Residential Report Writing	Finance - Savings Institutions
Comprehensive Appraisal Workshop	Choosing and Valuing an Economic Unit
The Law, Money, and You	Ethics & Legal update
ADA - Real Estate	Broker Responsibility
Real Estate Insurance	2016-2017 USPAP Update
Eminent Domain Compensation Seminar	Managing Appraiser Liability
Property Management/Leasing	Land & Site Valuation
Rates and Ratios; Making sense of GIM's, OAR's, and DCF's	Fracking: Barnett-Eagle Ford-Shale-How to Represent a Client & Protect their Mineral & Gas Rights
A Guide to the Federal Home Loan Bank Board	2016-2017 State of the Economy
Understanding Real Estate Laws	TALCB News & Updates
The New Uniform Residential Appraisals	Impact of Demographics on Infrastructure ROW in Texas
Finance - Money, Banking and Economic Conditions	Online Comparative Analysis
Tax Accounting & Fundamentals of Financial Accounting (1 & 2)	Business Law
Business Finance & Integrative Finance	Business Finance & Fundamentals of Financial Accounting (1 & 2)
Technical Report Writing	Rates and Ratios - Making Sense of GIMs, OARs, and DCFs
Principles of Appraisal Practice and Code of Ethics	Valuation Analysis and Report Writing
Standards of Professional Practice	Case Studies in Real Estate Valuation
Capitalization Theory & Tech Part A&B	Basic Valuation Procedures
Real Estate Appraisal Principles	

Professional Memberships:

Appraisal Institute (MAI):
Member-Appraisal Institute
Member Number - 9200

International Right of Way
Association (IRWA):
Member - IRWA Chapter #74
Member Number - 07443683

Austin Board of Realtors:
Member - Designated Realtor
Member Number - 10263

Seminars Attended:

Eminent Domain - Current Legal Issues in
Right of Way Seminar

Hot Topics in Real Estate & Eminent
Domain Seminar

Eminent Domain - Laws & Legal Aspects

National Uniform Standards of Professional
Appraisal Practice

Legal Aspects of Easements

Current Eminent Domain Issues

Environmental Issues in Real Estate -

Maxim Engineers, Inc.

AI Connect Seminar

An Overview of the Role of the Federal
Home Loan Bank Board

USPAP Update - Standards and Ethics for
Professionals

Current Legal's Issues in Right of Way

Legislative Issues Impacting Texas
Appraisers

Legal Issues

Professional Certification:

Appraisals Institute - Member # 9200

Texas Real Estate Brokers License #343653-19

Austin Board of Realtors - Member #10263

Former Senior Member - American Society of Appraisers (Real Property-Urban) Member #3270

Texas Real Estate Appraiser Licensing and Certification Board

State Certified - General Real Estate Appraiser

Certification Number: TX-1321135-G

Certification Expiration Date: November 30, 2023

DISCLOSURE

Disclosure of the contents of this report is governed by the By-Laws and Regulations of The American Society of Appraisers, The Appraisal Institute, and the International Right of Way Association. Neither all nor any part of the contents of this report, especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, or any reference to The Appraisal Institute, the RM or MAI designations, or The American Society of Appraisers, the ASA designation, shall be disseminated to the public through the advertising media, public relations media, news media, sales media or any other public means of communication without the prior written consent and approval of the undersigned.



Chris P. Griesbach, MAI
President - Lone Star Appraisals & Realty, Inc.

Qualifications of Brandon S. Simpson

Senior Appraiser

Lone Star Appraisals & Realty, Inc.

bsimpsonlsar@gmail.com



Education

- Bachelor of Science, Psychology, Texas State University, 2002

Specialized Education

Received credit for and successfully completed the following Appraisal/Real Estate Courses:

Appraisal Institute

- Uniform Standards of Professional Appraisal Practice - USPAP
- Business Practices and Ethics
- Basic Appraisal Principles
- Basic Appraisal Procedures
- General Market Analysis and Highest and Best Use
- General Appraiser Report Writing and Case Studies
- General Appraiser Site Valuation and Cost Approach
- General Appraiser Sales Comparison Approach
- General Appraiser Income Approach Parts 1 & 2
- Small Hotel/Motel Valuation
- Apartment Appraisal, Concepts & Applications
- Comparative Analysis
- Subdivision Analysis
- Forecasting Revenue
- Analyzing Operating Expenses

Designations/Certifications

- Certified General Real Estate Appraiser; State of Texas; Certification No. TX-1380391-G

Experience

Mr. Simpson began his appraisal career in 2007 at National Valuation Consultants in Denver, CO. From there, Mr. Simpson was employed by Integra Realty Resources as an appraiser/senior appraiser from 2011 to early 2019. From 2019 to early 2021, Mr. Simpson was employed as a senior appraiser by ~~Valbridge~~ Property Advisors. Presently, he is employed by Lone Star Appraisals and Realty, Inc. as a senior appraiser with the firm. Valuations have been performed on various properties including, but not limited to, neighborhood and community shopping centers, low to high rise office buildings and mixed used facilities, multifamily properties including, but not limited to, conventional walk-up and luxury mid/high rise complexes, HUD MAP and restricted rent. In addition, appraisal experience includes vacant land, farm and ranch, condemnation/ eminent domain, Yellow Book appraisals, industrial properties, service stations, daycare facilities and other specialized assets.



Certified General Real Estate Appraiser

Appraiser: **Brandon Shane Simpson**

License #: **TX 1380391 G**

License Expires: **11/30/2024**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title:
Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.


Chelsea Buchholtz
Commissioner

ADDENDA

Burnet Central Appraisal District - Tax Information

BURNET CENTRAL APPRAISAL DISTRICT – TAX INFO

Burnet CAD

Property Search Results > 35626 ROBERTS ALANA KAY
 KROEGER for Year 2023

Tax Year:

Property

Account

Property ID:	35626	Legal Description:	S5723 KROEGER SUBDIVISION LOT 1 6.164
Geographic ID:	05723-0000-00001-000	Zoning:	
Type:	Real	Agent Code:	234764
Property Use Code:			
Property Use Description:			

Location

Address:	400 N WEST BURNET, TX 78611	Mapsc0:	
Neighborhood:	CBU CLASS 3	Map ID:	
Neighborhood CD:	CBU-3		

Owner

Name:	ROBERTS ALANA KAY KROEGER	Owner ID:	41693
Mailing Address:	9485 W US HIGHWAY 84 GATESVILLE, TX 76528-3753	% Ownership:	100.0000000000%

Exemptions:

Values

(+) Improvement Homesite Value:	+	\$254	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$187,953	
(+) Land Non-Homesite Value:	+	\$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$188,207	
(-) Ag or Timber Use Value Reduction:	-	\$0	

(=) Appraised Value:	=	\$188,207	
(-) HS Cap:	-	\$0	

(=) Assessed Value:	=	\$188,207	

Taxing Jurisdiction

Owner: ROBERTS ALANA KAY KROEGER
 % Ownership: 100.0000000000%
 Total Value: \$188,207

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	CENTRAL APPRAISAL DISTRICT	0.000000	\$188,207	\$188,207	\$0.00
CBU	CITY OF BURNET	0.613100	\$188,207	\$188,207	\$1,153.90
GBU	BURNET COUNTY	0.336100	\$188,207	\$188,207	\$632.57

RSP	CO SPECIAL, ROAD & BRIDGE	0.040500	\$188,207	\$188,207	\$76.22
SBU	BURNET ISD	1.059600	\$188,207	\$188,207	\$1,994.24
WCD	WATER CONSERV DIST OF CENTRAL TEXAS	0.005700	\$188,207	\$188,207	\$10.73
Total Tax Rate:		2.055000			
				Taxes w/Current Exemptions:	\$3,867.66
				Taxes w/o Exemptions:	\$3,867.66

Improvement / Building

Improvement #1: MISC IMPROVEMENT State Code: A7 Living Area: sqft Value: \$254

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
SHD	SHED	*		0	180.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	A7	A7	6.1640	268503.84	0.00	0.00	\$187,953	\$0

Roll Value History


Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2023	\$254	\$187,953	0	188,207	\$0	\$188,207
2022	\$223	\$187,953	0	188,176	\$0	\$188,176
2021	\$223	\$187,953	0	188,176	\$0	\$188,176

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	3/31/2010	OT	OTHER	KROEGER LILLIAN	ROBERTS ALANA KAY KROEGER			201002578

Tax Due

Property Tax Information as of 07/06/2023

Amount Due if Paid on:  -

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
2022	CO SPECIAL, ROAD & BRIDGE	\$188,176	\$76.21	\$76.21	\$0.00	\$0.00	\$0.00	\$0.00
2022	BURNET ISD	\$188,176	\$1993.91	\$1993.91	\$0.00	\$0.00	\$0.00	\$0.00
2022	WATER CONSERV DIST OF CENTRAL TEXAS	\$188,176	\$10.73	\$10.73	\$0.00	\$0.00	\$0.00	\$0.00
2022	CITY OF BURNET	\$188,176	\$1153.71	\$1153.71	\$0.00	\$0.00	\$0.00	\$0.00
2022	BURNET COUNTY	\$188,176	\$632.46	\$632.46	\$0.00	\$0.00	\$0.00	\$0.00
	2022 TOTAL:		\$3867.02	\$3867.02	\$0.00	\$0.00	\$0.00	\$0.00
2021	BURNET COUNTY	\$188,176	\$664.26	\$664.26	\$0.00	\$0.00	\$0.00	\$0.00
2021	CITY OF BURNET	\$188,176	\$1153.71	\$1153.71	\$0.00	\$0.00	\$0.00	\$0.00
2021	WATER CONSERV DIST OF CENTRAL TEXAS	\$188,176	\$12.61	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00
2021	CO SPECIAL, ROAD & BRIDGE	\$188,176	\$87.88	\$87.88	\$0.00	\$0.00	\$0.00	\$0.00
2021	BURNET ISD	\$188,176	\$2026.65	\$2026.65	\$0.00	\$0.00	\$0.00	\$0.00
	2021 TOTAL:		\$3945.11	\$3945.11	\$0.00	\$0.00	\$0.00	\$0.00
2020	BURNET ISD	\$118,976	\$1363.82	\$1363.82	\$0.00	\$0.00	\$0.00	\$0.00

2020	CO SPECIAL, ROAD & BRIDGE	\$118,976	\$49.61	\$49.61	\$0.00	\$0.00	\$0.00	\$0.00
2020	WATER CONSERV DIST OF CENTRAL TEXAS	\$118,976	\$8.57	\$8.57	\$0.00	\$0.00	\$0.00	\$0.00
2020	BURNET COUNTY	\$118,976	\$426.17	\$426.17	\$0.00	\$0.00	\$0.00	\$0.00
2020	CITY OF BURNET	\$118,976	\$735.39	\$735.39	\$0.00	\$0.00	\$0.00	\$0.00
	2020 TOTAL:		\$2583.56	\$2583.56	\$0.00	\$0.00	\$0.00	\$0.00
2019	CITY OF BURNET	\$158,837	\$990.66	\$990.66	\$0.00	\$0.00	\$0.00	\$0.00
2019	BURNET COUNTY	\$158,837	\$568.96	\$568.96	\$0.00	\$0.00	\$0.00	\$0.00
2019	WATER CONSERV DIST OF CENTRAL TEXAS	\$158,837	\$11.75	\$11.75	\$0.00	\$0.00	\$0.00	\$0.00
2019	CO SPECIAL, ROAD & BRIDGE	\$158,837	\$66.24	\$66.24	\$0.00	\$0.00	\$0.00	\$0.00
2019	BURNET ISD	\$158,837	\$1882.22	\$1882.22	\$0.00	\$0.00	\$0.00	\$0.00
	2019 TOTAL:		\$3519.83	\$3519.83	\$0.00	\$0.00	\$0.00	\$0.00
2018	BURNET ISD	\$150,000	\$1890.00	\$1890.00	\$0.00	\$0.00	\$0.00	\$0.00
2018	CO SPECIAL, ROAD & BRIDGE	\$150,000	\$62.55	\$62.55	\$0.00	\$0.00	\$0.00	\$0.00
2018	WATER CONSERV DIST OF CENTRAL TEXAS	\$150,000	\$12.00	\$12.00	\$0.00	\$0.00	\$0.00	\$0.00
2018	BURNET COUNTY	\$150,000	\$522.45	\$522.45	\$0.00	\$0.00	\$0.00	\$0.00
2018	CITY OF BURNET	\$150,000	\$935.55	\$935.55	\$0.00	\$0.00	\$0.00	\$0.00
	2018 TOTAL:		\$3422.55	\$3422.55	\$0.00	\$0.00	\$0.00	\$0.00
2017	CITY OF BURNET	\$139,894	\$872.52	\$872.52	\$0.00	\$0.00	\$0.00	\$0.00
2017	BURNET COUNTY	\$139,894	\$496.77	\$496.77	\$0.00	\$0.00	\$0.00	\$0.00
2017	WATER CONSERV DIST OF CENTRAL TEXAS	\$139,894	\$11.89	\$11.89	\$0.00	\$0.00	\$0.00	\$0.00
2017	CO SPECIAL, ROAD & BRIDGE	\$139,894	\$58.48	\$58.48	\$0.00	\$0.00	\$0.00	\$0.00
2017	BURNET ISD	\$139,894	\$1790.65	\$1790.65	\$0.00	\$0.00	\$0.00	\$0.00
	2017 TOTAL:		\$3230.31	\$3230.31	\$0.00	\$0.00	\$0.00	\$0.00
2016	BURNET ISD	\$133,350	\$1760.22	\$1760.22	\$0.00	\$0.00	\$0.00	\$0.00
2016	CO SPECIAL, ROAD & BRIDGE	\$133,350	\$55.74	\$55.74	\$0.00	\$0.00	\$0.00	\$0.00
2016	WATER CONSERV DIST OF CENTRAL TEXAS	\$133,350	\$12.13	\$12.13	\$0.00	\$0.00	\$0.00	\$0.00
2016	BURNET COUNTY	\$133,350	\$473.53	\$473.53	\$0.00	\$0.00	\$0.00	\$0.00
2016	CITY OF BURNET	\$133,350	\$835.43	\$835.43	\$0.00	\$0.00	\$0.00	\$0.00
	2016 TOTAL:		\$3137.05	\$3137.05	\$0.00	\$0.00	\$0.00	\$0.00
2015	CITY OF BURNET	\$121,429	\$760.75	\$760.75	\$0.00	\$0.00	\$0.00	\$0.00
2015	BURNET COUNTY	\$121,429	\$437.26	\$437.26	\$0.00	\$0.00	\$0.00	\$0.00
2015	WATER CONSERV DIST OF CENTRAL TEXAS	\$121,429	\$11.05	\$11.05	\$0.00	\$0.00	\$0.00	\$0.00
2015	CO SPECIAL, ROAD & BRIDGE	\$121,429	\$51.49	\$51.49	\$0.00	\$0.00	\$0.00	\$0.00
2015	BURNET ISD	\$121,429	\$1615.00	\$1615.00	\$0.00	\$0.00	\$0.00	\$0.00
	2015 TOTAL:		\$2875.55	\$2875.55	\$0.00	\$0.00	\$0.00	\$0.00
2014	BURNET ISD	\$77,427	\$977.52	\$977.52	\$0.00	\$0.00	\$0.00	\$0.00
2014	CO SPECIAL, ROAD & BRIDGE	\$77,427	\$34.07	\$34.07	\$0.00	\$0.00	\$0.00	\$0.00
2014	WATER CONSERV DIST OF CENTRAL TEXAS	\$77,427	\$7.43	\$7.43	\$0.00	\$0.00	\$0.00	\$0.00
2014	BURNET COUNTY	\$77,427	\$286.48	\$286.48	\$0.00	\$0.00	\$0.00	\$0.00
2014	CITY OF BURNET	\$77,427	\$485.08	\$485.08	\$0.00	\$0.00	\$0.00	\$0.00
	2014 TOTAL:		\$1790.58	\$1790.58	\$0.00	\$0.00	\$0.00	\$0.00
2013	CITY OF BURNET	\$77,336	\$484.51	\$484.51	\$0.00	\$0.00	\$0.00	\$0.00
2013	BURNET COUNTY	\$77,336	\$273.23	\$273.23	\$0.00	\$0.00	\$0.00	\$0.00
2013	WATER CONSERV DIST OF CENTRAL TEXAS	\$77,336	\$7.58	\$7.58	\$0.00	\$0.00	\$0.00	\$0.00
2013	CO SPECIAL, ROAD & BRIDGE	\$77,336	\$32.33	\$32.33	\$0.00	\$0.00	\$0.00	\$0.00
2013	BURNET ISD	\$77,336	\$976.36	\$976.36	\$0.00	\$0.00	\$0.00	\$0.00
	2013 TOTAL:		\$1774.01	\$1774.01	\$0.00	\$0.00	\$0.00	\$0.00
2012	BURNET ISD	\$77,336	\$976.36	\$976.36	\$0.00	\$0.00	\$0.00	\$0.00
2012	WATER CONSERV DIST OF CENTRAL TEXAS	\$77,336	\$7.66	\$7.66	\$0.00	\$0.00	\$0.00	\$0.00
2012	BURNET COUNTY	\$77,336	\$271.99	\$271.99	\$0.00	\$0.00	\$0.00	\$0.00
2012	CITY OF BURNET	\$77,336	\$484.51	\$484.51	\$0.00	\$0.00	\$0.00	\$0.00
2012	CO SPECIAL, ROAD & BRIDGE	\$77,336	\$32.25	\$32.25	\$0.00	\$0.00	\$0.00	\$0.00
	2012 TOTAL:		\$1772.77	\$1772.77	\$0.00	\$0.00	\$0.00	\$0.00

2011	CO SPECIAL, ROAD & BRIDGE	\$77,336	\$30.32	\$30.32	\$0.00	\$0.00	\$0.00	\$0.00
2011	CITY OF BURNET	\$77,336	\$484.51	\$484.51	\$0.00	\$0.00	\$0.00	\$0.00
2011	BURNET COUNTY	\$77,336	\$257.69	\$257.69	\$0.00	\$0.00	\$0.00	\$0.00
2011	WATER CONSERV DIST OF CENTRAL TEXAS	\$77,336	\$7.73	\$7.73	\$0.00	\$0.00	\$0.00	\$0.00
2011	BURNET ISD	\$77,336	\$982.16	\$982.16	\$0.00	\$0.00	\$0.00	\$0.00
	2011 TOTAL:		\$1762.41	\$1762.41	\$0.00	\$0.00	\$0.00	\$0.00
2010	BURNET ISD	\$51,363	\$26.80	\$26.80	\$0.00	\$0.00	\$0.00	\$0.00
2010	WATER CONSERV DIST OF CENTRAL TEXAS	\$76,363	\$8.25	\$8.25	\$0.00	\$0.00	\$0.00	\$0.00
2010	BURNET COUNTY	\$76,363	\$240.53	\$240.53	\$0.00	\$0.00	\$0.00	\$0.00
2010	CITY OF BURNET	\$73,363	\$308.69	\$308.69	\$0.00	\$0.00	\$0.00	\$0.00
2010	CO SPECIAL, ROAD & BRIDGE	\$73,363	\$10.69	\$10.69	\$0.00	\$0.00	\$0.00	\$0.00
	2010 TOTAL:		\$594.96	\$594.96	\$0.00	\$0.00	\$0.00	\$0.00
	ROBERTS ALANA KAY KROEGER TOTAL:		\$34275.71	\$34275.71	\$0.00	\$0.00	\$0.00	\$0.00
2009	CITY OF BURNET	\$73,363	\$308.69	\$308.69	\$0.00	\$0.00	\$0.00	\$0.00
2009	BURNET COUNTY	\$76,363	\$240.53	\$240.53	\$0.00	\$0.00	\$0.00	\$0.00
2009	CO SPECIAL, ROAD & BRIDGE	\$73,363	\$10.69	\$10.69	\$0.00	\$0.00	\$0.00	\$0.00
2009	BURNET ISD	\$51,363	\$26.80	\$26.80	\$0.00	\$0.00	\$0.00	\$0.00
2009	WATER CONSERV DIST OF CENTRAL TEXAS	\$76,363	\$10.00	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00
	2009 TOTAL:		\$596.71	\$596.71	\$0.00	\$0.00	\$0.00	\$0.00
2008	BURNET ISD	\$50,459	\$26.80	\$26.80	\$0.00	\$0.00	\$0.00	\$0.00
2008	WATER CONSERV DIST OF CENTRAL TEXAS	\$75,459	\$10.34	\$10.34	\$0.00	\$0.00	\$0.00	\$0.00
2008	CO SPECIAL, ROAD & BRIDGE	\$72,459	\$10.69	\$10.69	\$0.00	\$0.00	\$0.00	\$0.00
2008	BURNET COUNTY	\$75,459	\$240.53	\$240.53	\$0.00	\$0.00	\$0.00	\$0.00
2008	CITY OF BURNET	\$72,459	\$308.69	\$308.69	\$0.00	\$0.00	\$0.00	\$0.00
	2008 TOTAL:		\$597.05	\$597.05	\$0.00	\$0.00	\$0.00	\$0.00
2007	CITY OF BURNET	\$65,599	\$308.69	\$308.69	\$0.00	\$0.00	\$0.00	\$0.00
2007	BURNET COUNTY	\$68,599	\$238.59	\$238.59	\$0.00	\$0.00	\$0.00	\$0.00
2007	CO SPECIAL, ROAD & BRIDGE	\$65,599	\$10.69	\$10.69	\$0.00	\$0.00	\$0.00	\$0.00
2007	BURNET ISD	\$43,599	\$26.80	\$26.80	\$0.00	\$0.00	\$0.00	\$0.00
2007	WATER CONSERV DIST OF CENTRAL TEXAS	\$68,599	\$10.36	\$10.36	\$0.00	\$0.00	\$0.00	\$0.00
	2007 TOTAL:		\$595.13	\$595.13	\$0.00	\$0.00	\$0.00	\$0.00
2006	WATER CONSERV DIST OF CENTRAL TEXAS	\$62,363	\$10.31	\$10.31	\$0.00	\$0.00	\$0.00	\$0.00
2006	BURNET ISD	\$37,363	\$36.57	\$36.57	\$0.00	\$0.00	\$0.00	\$0.00
2006	CO SPECIAL, ROAD & BRIDGE	\$59,363	\$10.69	\$10.69	\$0.00	\$0.00	\$0.00	\$0.00
2006	BURNET COUNTY	\$62,363	\$221.58	\$221.58	\$0.00	\$0.00	\$0.00	\$0.00
2006	CITY OF BURNET	\$59,363	\$308.69	\$308.69	\$0.00	\$0.00	\$0.00	\$0.00
	2006 TOTAL:		\$587.84	\$587.84	\$0.00	\$0.00	\$0.00	\$0.00
2005	CITY OF BURNET	\$59,363	\$302.63	\$302.63	\$0.00	\$0.00	\$0.00	\$0.00
2005	BURNET COUNTY	\$62,363	\$233.99	\$233.99	\$0.00	\$0.00	\$0.00	\$0.00
2005	CO SPECIAL, ROAD & BRIDGE	\$59,363	\$10.69	\$10.69	\$0.00	\$0.00	\$0.00	\$0.00
2005	BURNET ISD	\$37,363	\$36.57	\$36.57	\$0.00	\$0.00	\$0.00	\$0.00
	2005 TOTAL:		\$583.88	\$583.88	\$0.00	\$0.00	\$0.00	\$0.00
2004	BURNET ISD	\$37,363	\$36.57	\$36.57	\$0.00	\$0.00	\$0.00	\$0.00
2004	CO SPECIAL, ROAD & BRIDGE	\$59,363	\$10.69	\$10.69	\$0.00	\$0.00	\$0.00	\$0.00
2004	BURNET COUNTY	\$62,363	\$240.53	\$240.53	\$0.00	\$0.00	\$0.00	\$0.00
2004	CITY OF BURNET	\$59,363	\$308.69	\$308.69	\$0.00	\$0.00	\$0.00	\$0.00
	2004 TOTAL:		\$596.48	\$596.48	\$0.00	\$0.00	\$0.00	\$0.00
2003	CITY OF BURNET	\$59,015	\$293.84	\$293.84	\$0.00	\$0.00	\$0.00	\$0.00
2003	BURNET COUNTY	\$62,015	\$234.48	\$234.48	\$0.00	\$0.00	\$0.00	\$0.00
2003	CO SPECIAL, ROAD & BRIDGE	\$59,015	\$10.62	\$10.62	\$0.00	\$0.00	\$0.00	\$0.00
2003	BURNET ISD	\$37,015	\$36.57	\$36.57	\$0.00	\$0.00	\$0.00	\$0.00
	2003 TOTAL:		\$575.51	\$575.51	\$0.00	\$0.00	\$0.00	\$0.00
2002	BURNET ISD	\$31,377	\$36.57	\$36.57	\$0.00	\$0.00	\$0.00	\$0.00

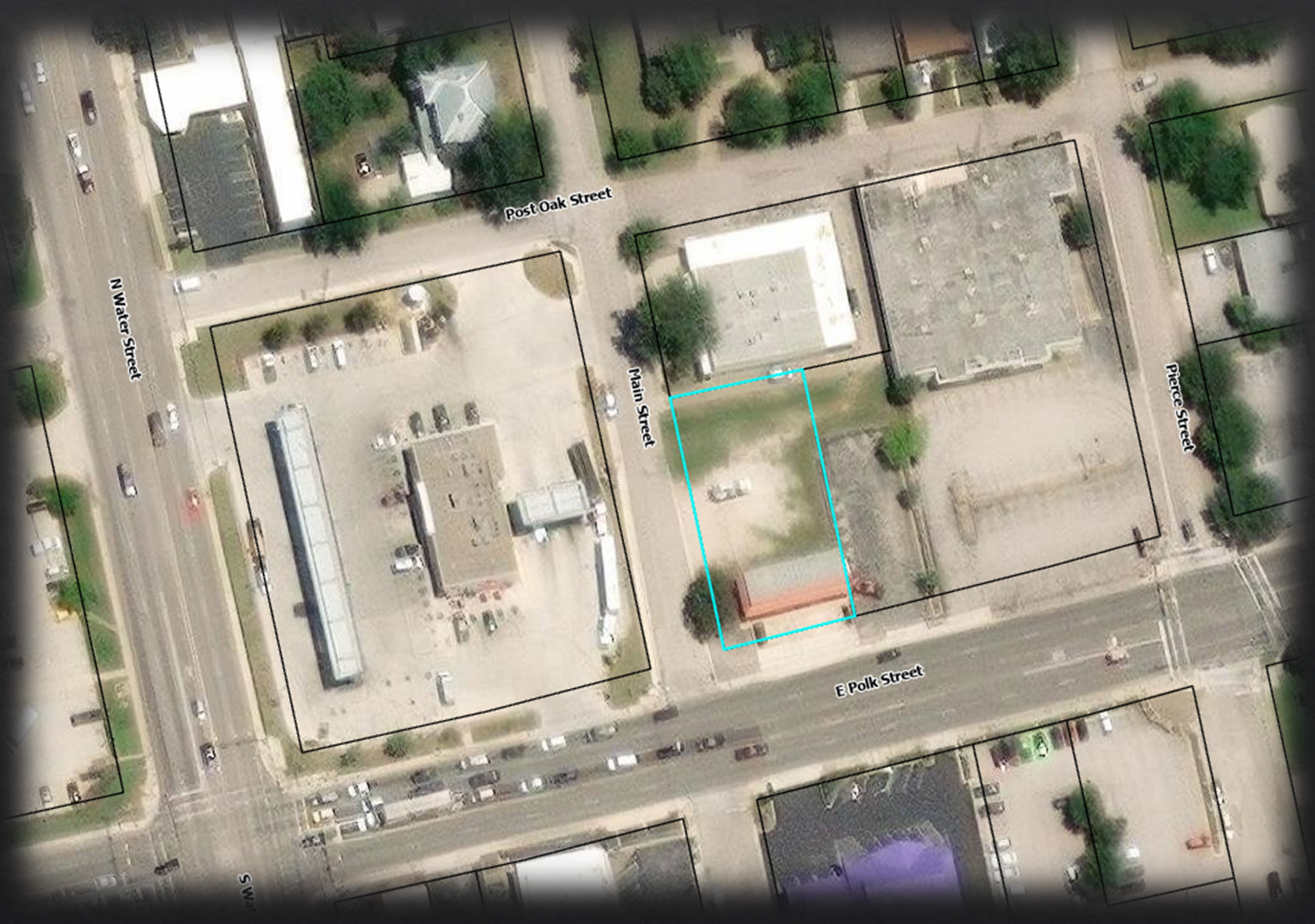
2002	CO SPECIAL, ROAD & BRIDGE	\$53,377	\$9.18	\$9.18	\$0.00	\$0.00	\$0.00	\$0.00
2002	BURNET COUNTY	\$56,377	\$206.06	\$206.06	\$0.00	\$0.00	\$0.00	\$0.00
2002	CITY OF BURNET	\$53,377	\$265.76	\$265.76	\$0.00	\$0.00	\$0.00	\$0.00
2002 TOTAL:			\$517.57	\$517.57	\$0.00	\$0.00	\$0.00	\$0.00
2001	CITY OF BURNET	\$48,252	\$224.28	\$224.28	\$0.00	\$0.00	\$0.00	\$0.00
2001	BURNET COUNTY	\$51,252	\$189.02	\$189.02	\$0.00	\$0.00	\$0.00	\$0.00
2001	CO SPECIAL, ROAD & BRIDGE	\$48,252	\$7.91	\$7.91	\$0.00	\$0.00	\$0.00	\$0.00
2001	BURNET ISD	\$26,252	\$36.57	\$36.57	\$0.00	\$0.00	\$0.00	\$0.00
2001 TOTAL:			\$457.78	\$457.78	\$0.00	\$0.00	\$0.00	\$0.00
2000	BURNET ISD	\$21,593	\$36.57	\$36.57	\$0.00	\$0.00	\$0.00	\$0.00
2000	CO SPECIAL, ROAD & BRIDGE	\$43,593	\$7.63	\$7.63	\$0.00	\$0.00	\$0.00	\$0.00
2000	BURNET COUNTY	\$46,593	\$166.48	\$166.48	\$0.00	\$0.00	\$0.00	\$0.00
2000	CITY OF BURNET	\$43,593	\$193.47	\$193.47	\$0.00	\$0.00	\$0.00	\$0.00
2000 TOTAL:			\$404.15	\$404.15	\$0.00	\$0.00	\$0.00	\$0.00
1999	CITY OF BURNET	\$41,260	\$173.99	\$173.99	\$0.00	\$0.00	\$0.00	\$0.00
1999	BURNET COUNTY	\$44,260	\$156.33	\$156.33	\$0.00	\$0.00	\$0.00	\$0.00
1999	CO SPECIAL, ROAD & BRIDGE	\$41,260	\$10.32	\$10.32	\$0.00	\$0.00	\$0.00	\$0.00
1999	BURNET ISD	\$19,260	\$36.57	\$36.57	\$0.00	\$0.00	\$0.00	\$0.00
1999 TOTAL:			\$377.21	\$377.21	\$0.00	\$0.00	\$0.00	\$0.00
1998	BURNET ISD	\$17,738	\$36.57	\$36.57	\$0.00	\$0.00	\$0.00	\$0.00
1998	CO SPECIAL, ROAD & BRIDGE	\$39,738	\$13.91	\$13.91	\$0.00	\$0.00	\$0.00	\$0.00
1998	BURNET COUNTY	\$42,738	\$156.89	\$156.89	\$0.00	\$0.00	\$0.00	\$0.00
1998	CITY OF BURNET	\$39,738	\$167.58	\$167.58	\$0.00	\$0.00	\$0.00	\$0.00
1998 TOTAL:			\$374.95	\$374.95	\$0.00	\$0.00	\$0.00	\$0.00
1997	CITY OF BURNET	\$39,734	\$149.96	\$149.96	\$0.00	\$0.00	\$0.00	\$0.00
1997	BURNET COUNTY	\$42,734	\$157.82	\$157.82	\$0.00	\$0.00	\$0.00	\$0.00
1997	CO SPECIAL, ROAD & BRIDGE	\$39,734	\$13.91	\$13.91	\$0.00	\$0.00	\$0.00	\$0.00
1997	BURNET ISD	\$17,734	\$36.57	\$36.57	\$0.00	\$0.00	\$0.00	\$0.00
1997 TOTAL:			\$358.26	\$358.26	\$0.00	\$0.00	\$0.00	\$0.00
KROEGER LILLIAN TOTAL:			\$6622.52	\$6622.52	\$0.00	\$0.00	\$0.00	\$0.00
GRAND TOTAL (ALL OWNERS):			\$40898.23	\$40898.23	\$0.00	\$0.00	\$0.00	\$0.00

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (512) 756-8291

Kroeger Property Acquisition





N Water Street

Post Oak Street

Main Street

Picee Street

E Polk Street

S.W.



Johnson

N Water Street

Brier Street

West Street

Post Oak Street



Garden Trails

Hamilton Creek West

Hamilton Creek East

Smith Street

Hamilton Creek Drive

Josephine Street

Famin Street

Buchanan Drive

Fort Croghan

Fort Croghan

Oakland Drive

Hamilton Street

W Polk Street

West Street

Johnson Street

Blackum Street

Blue Bonnet Street



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Johnson St

Google

ANY
QUESTIONS?

