



## **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 **12<sup>th</sup> day of December, 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) City Manager Presentation

**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 November 14<sup>th</sup>, 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 BURNET, TEXAS, AMENDING CITY OF BURNET CODE OF ORDINANCES, CHAPTER 2 (ENTITLED "ADMINISTRATION") BY AMENDING SECTION 2-100 EMERGENCY MEDICAL SERVICE FEES:

Proceedings shall be conducted as follows:

- (1) Staff Presentation: M. Ingram
- (2) Public Hearing:
- (3) Consideration and action:

**4. ACTION ITEMS:**

4.1) Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF 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

4.2) 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 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

4.3) Discuss and consider action: SECOND AND FINAL 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

4.4) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING THE EXTENSION OF THE PAYMENT DATE FOR THE PROMISSORY NOTE FOR THE SALE OF THE BEALLS PROPERTY TO THE BURNET ECONOMIC DEVELOPMENT CORPORATION: H. Erkan, Jr.

4.5) Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TX, APPROVING A SECOND AMENDMENT TO THE COMMERCIAL LEASE AGREEMENT BETWEEN THE CITY OF BURNET AND DANFORTH HOLDINGS, LTD., A TEXAS LIMITED PARTNERSHIP FOR THE PROPERTY KNOWN AS BURNET CITY HALL LOCATED AT 1001 BUCHANAN DRIVE, BURNET, TX: D. Vaughn

4.6) Discuss and consider action: Award Contract for Request for Proposal (RFP) 2023-011 YMCA Building Remodeling Project bid and authorize the City Manager to execute the contract: E. Belaj

4.7) Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING AMENDMENTS TO THE CONFERENCE CENTER HOT FUNDING AGREEMENT BETWEEN THE CITY OF BURNET AND TEKMAK BURNET QOZB HOTEL, LP; AND AUTHORIZING THE MAYOR TO EXECUTE NECESSARY INSTRUMENTS: D. Vaughn

4.8) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE PURCHASE OF A 2025 FREIGHTLINER M2106 DUMP TRUCK FOR THE BURNET WATER/WASTEWATER DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE AGREEMENT ON BEHALF OF THE CITY: C. Pearson

4.9) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE EXPENDITURE OF \$30,000 IN ADDITIONAL SPONSOR SHARE AND DIRECTING THE CITY MANAGER TO SIGN APPROPRIATE PAPERWORK, WITH THE STATE OF TEXAS, REPRESENTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR THE AIRPORT PAVING PROJECT CSJ-2314BRNET: A. Feild

4.10) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING AN AIRPORT HANGAR FACILITY USE AGREEMENT WITH THE HIGHLAND LAKES SQUADRON OF THE COMMEMORATIVE AIR FORCE, INC.(CAF): A. Field

4.11) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AUTHORIZING HOTEL OCCUPANCY TAX FUNDS TO BE EXPENDED FOR THE HIGHLAND LAKES SQUADRON OF THE COMMEMORATIVE AIR FORCE, INC.(CAF) PROGRAM OPERATION: A. Feild

4.12) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS ADOPTING THE BURNET MUNICIPAL AIRPORT LAYOUT PLAN WITH NARRATIVE: A. FIELD

## **5. EXECUTIVE SESSION:**

5.1) Executive Session: Pursuant to Government Code 551.071, the City Council will convene its executive session to consult with its attorney on matters in which the duty of the attorney to the City under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with Chapter 551, and to discuss the following threatened/pending litigation and possible settlement thereof: Cause Number 56179, styled Kenneth Reagor v. The City Council of the City of Burnet and filed in the 424th District Court, Burnet County: Scott Tschirhart, Assistant City Attorney

**6. RECONVENE TO REGULAR SESSION:**

6.1) Discuss and consider action: Pending litigation and possible settlement pertaining to Cause Number 56179, styled Kenneth Reagor v. The City Council of the City of Burnet; filed in the 424<sup>th</sup> District Court, Burnet County.

**6. 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 8<sup>th</sup> day of December, 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 December 8, 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.

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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).*

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

On this the 14<sup>th</sup> day of November, 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, Russell Sardo, Stacy Marberry, Taylor Allen

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

INVOCATION: Led by Council Member Mary Jane Shanes

PLEDGES (US & TEXAS): Led by Council Member Dennis Langley

SPECIAL REPORTS/RECOGNITION:

Engineering Department Quarterly Report: Eric Belaj: City Engineer Eric Belaj, reviewed the quarterly engineering report that included an overview of the 23,000 feet of streets that are currently being prepared for paving, construction at Delaware Springs Boulevard, the Cheatham Well 2 Pump replacement, the YMCA building expansion, Fire Station Roof Replacement, the Airport Box Hangar Project, and the Airport sealcoat project.

September 2023 Financial Report: P. Langford: Director of Finance Patricia Langford reviewed the Year End fund balances for FY 2022-2023. Ms. Langford reported on the General Fund, Utility Fund, Electric Fund, Water and Wastewater fund, Golf Fund, Airport Fund, and cash reserves to include restricted and unrestricted.

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 26<sup>th</sup>, 2023 City Council Workshop Meeting Minutes:

Approval of the September 26<sup>th</sup>, 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 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: Leslie Kimbler, Planning Department, presented the item to Council to conduct the public hearing, discuss, and take action on the first reading of Ordinance 2023-47.

Public Hearing: Mayor Gary Wideman opened the public hearing at 6:13 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 6:15 p.m.

Consideration and action: Council Member Ricky Langley moved to approve the first reading of Ordinance No. 2023-47 as presented. Council Member Tres Clinton seconded. The motion carried unanimously.

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: Leslie Kimbler, Planning Department, presented the item to Council to conduct the public hearing, discuss, and take action on the first reading of Ordinance 2023-48.

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 6:17 p.m.

Consideration and action: Council Member Philip Thurman moved to approve the first reading of Ordinance No. 2023-48 as presented. Council Member Ricky Langley seconded. The motion carried unanimously.

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: Leslie Kimbler, Planning Department, presented the item to Council to conduct the public hearing, discuss, and take action 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:

Public Hearing: Mayor Gary Wideman opened the public hearing at 6:21 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 6:22 p.m.

ACTION ITEMS:

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: Council Member Philip Thurman moved to approve and adopt Ordinance 2023-45 as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

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: Council Member Mary Jane Shanes moved to approve and adopt Ordinance 2023-46 as presented. Council Member Philip Thurman seconded. The motion carried unanimously.

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: Council Member Philip Thurman moved to award the contract for RFP2023-010 to Westrock Construction 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, APPROVING VARIANCES TO THE CODE OF ORDINANCES, SECTION 98-48 – BLOCKS FOR THE PROPOSED PRELIMINARY PLAT OF SPRINGSIDE ESTATES SUBDIVISION: L. Kimbler: Council Member Joyce Laudenschlager moved to approve and adopt Resolution No. R2023-76 as presented. Council Member Philip Thurman seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE PRELIMINARY PLAT OF SPRINGSIDE ESTATES, A PROPOSED 79-LOT RESIDENTIAL SUBDIVISION CONSISTING OF APPROXIMATELY 42.67 ACRES: L. Kimbler: Council Member Ricky Langley moved to approve and adopt Resolution No. R2023-77 as presented. Council Member Philip Thurman seconded. The motion carried unanimously.

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: Council Member Philip Thurman moved to approve the selection of Don Jackson Construction for RFP2023-007 as presented. Council Member Joyce Laudenschlager seconded. The motion carried unanimously.

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: Council Member Ricky Langley moved to approve and authorize execution of an interlocal agreement with the City of Marble Falls to provide dispatch services for the Burnet Police and Fire Departments as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

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: Council Member Ricky Langley moved to approve and adopt Resolution No. R2023-79 as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

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: Council Member Dennis Langley moved to approve and adopt Resolution No. R2023-78 as presented. 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, 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: Council Member Gary Wideman moved to approve and adopt Resolution No. R2023-81 as presented. Council Member Tres Clinton seconded. The motion carried

unanimously.

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: Mayor Gary Wideman moved to approve and adopt Resolution No. R2023-77 as presented. Council Member Philip Thurman seconded. The motion carried unanimously.

Discuss and consider action: Direction to staff regarding the possible acquisition of the Kroeger Property located at 400 N. West Street: D. Vaughn: Council Member Philip Thurman made a motion directing staff to move forward with negotiations with the Burnet Economic Development Corporation on the acquisition of the Kroger Property as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

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

ADJOURN: There being no further business a motion to adjourn was made by Council Member Mary Jane Shanes at 7:12 p.m. seconded by Council Member Joyce Laudenschlager. The motion carried unanimously.

**ATTEST:**

\_\_\_\_\_  
Gary Wideman, Mayor

\_\_\_\_\_  
Kelly Dix, City Secretary



## Fire Department

## ITEM 3.1 A

Mark Ingram  
Fire Chief  
512-756-6093  
mingram@cityofburnet.com

### Public Hearing and Action

**Meeting Date:** December 12, 2023

**Agenda Item:** Public Hearing and action: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING CITY OF BURNET CODE OF ORDINANCES, CHAPTER 2 (ENTITLED "ADMINISTRATION") BY AMENDING SECTION 2-100 EMERGENCY MEDICAL SERVICE FEES: M. Ingram

**Background:** The Burnet Fire Department provides emergency medical services to city and county residents. City Council has established service fees to recover some of the costs associated with providing emergency medical services; and the emergency services fee schedule has not been amended since 2005. During that period the rate of inflation is almost 58%. Additionally, the Fire Department provides services that were not contemplated in 2005.

**Information:** This ordinance amends the emergency services fee schedule to catch up to the rate of inflation and capture fees for services not addressed in the 2005 version of the fee schedule.

**Fiscal Impact** This ordinance is consistent with City policy to set service fees at a rate that substantially covers the costs of the services provided. Therefore, this ordinance should have a neutral fiscal impact.

**Recommendation:** Approve first reading of Ordinance No. 2023-49 as presented.

**ORDINANCE NO. 2023-49**

**AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS,  
AMENDING CITY OF BURNET CODE OF ORDINANCES, CHAPTER 2  
(ENTITLED "ADMINISTRATION") BY AMENDING SECTION 2-100  
EMERGENCY MEDICAL SERVICE FEES**

**WHEREAS**, the Burnet Fire Department provides emergency medical services to city and county residents; and

**WHEREAS**, City Council has established service fees to recover some of the costs associated with providing emergency medical services; and

**WHEREAS**, the emergency services fee schedule has not been amended since 2005; and

**WHEREAS**, during that period the rate of inflation is almost 58%; and

**WHEREAS**, the Burnet Fire Department provides additional emergency medical services, not contemplated in 2005; and for which fees need to be established.

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

**Section one. Amendment.** The Code of Ordinances, Chapter 2 (entitled "*Admiration*"); Article IV (entitled "*Officers and Departments*"); Division 5 (Entitled "*Burnet Emergency Medical Services Department*") is hereby amended by replacing the entire text in Section 2-100 (entitled "*Service Fees*") with the text set out below:

**Sec. 2-100. Service fees.**

- (a) Any person who utilizes the services of the emergency medical services department, whether such person requested same or not by reason of emergencies then existing, shall pay the following fees for such services:

Base rate for basic life support service (BLS/NON) \$1,132.00.

Base rate for basic life support service (BLS/EMRG) \$1,342.00.

Base rate for advanced life support service (ALS/NON) \$1,207.00.

Base rate for advanced life support service (ALS1/EMRG) \$1,742.00.

Base rate for advanced life support service (ALS2/SCT) \$2,042.00.

Extra Attendant \$164.00.

Burnet County \$500.00

Treatment No Transport \$150.00.

ALS ambulance stand-by services private events \$150.00 per hour.

ALS/BLS Routine/Disposable Supplies \$52.52

Infection Control \$10.00.

Oxygen/supplies \$135.00

Mileage rate \$21.00 (to be modified periodically to reflect changes in fuel rates.)

Equipment rate—Shall be established for equipment on the ambulance at a rate based on the depreciation of such equipment.

Rates for emergency medical supplies shall be the actual cost of the supply multiplied by 280 percent.

- (b) The city will accept insurance assignments as a method of payment for Medicare and Medicaid and will file or cause to be filed Medicare and Medicaid claims as appropriate.
- (c) The city council from time to time contracts to provide services with other entities at rates established in such contract. Rates as established in approved contracts shall control over this section where there is a conflict between the rates established in such contract and this section.
- (d) The city manager is authorized to make reasonable adjustments from time to time to the mileage and equipment fees for emergency medical services in accordance with subsection (a).

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

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

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

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

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

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

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

Passed on first reading on the 12<sup>th</sup> day of December 2023

Passed, Approved and Adopted on the 9<sup>th</sup> day of January 2024

**CITY OF BURNET**

\_\_\_\_\_  
Gary Wideman, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Dix, City Secretary



# EMS FEES

- Base rate for basic life support service (BLS/NON) • \$1,132.00
- Base rate for basic life support service (BLS/EMERG) • \$1,342.00
- Base rate for advanced life support service (ALS/NON) • \$1,207.00
- Base rate for advanced life support service (ALS/EMERG) • \$1,742.00
- Base rate for advanced life support services (ALS/SCT) • \$2,042.00

- Extra Attendant • \$164.00
- Burnet County • \$500.00
- Treatment No Transport • \$150.00
- ALS ambulance stand-by services private events • \$150.00/hr.
- ALS/BLS Routine/Disposable Supplies • \$52.52
- Infection Control • \$10.00
- Oxygen/supplies • \$135.00

- Mileage rate \$21.00 (to be modified periodically to reflect changes in fuel rates.)
- Equipment rate- Shall be established for equipment on the ambulance at a rate based on the depreciation of such equipment.
- Rates for emergency medical supplies shall be the actual cost of the supply multiplied by 280 percent.

QUESTIONS



## Development Services

## ITEM 4.1

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

### Public Hearing and Action

**Meeting Date:** December 12, 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 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 6<sup>th</sup> and did recommend approval of Ordinance #2023-47 as presented.

There have been no changes to Ordinance No. 2023-47 since the first reading on November 14, 2023.

**Recommendation:** Approve and adopt Ordinance No. 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.)**

500 E GRAVES – RJ RICHEY ELEMENTARY SCHOOL, 1401 N MAIN ST – BURNET MIDDLE SCHOOL, 1000 GREEN MILE – BUNET HIGH SCHOOL, 401 E THIRD ST – BCISD ATHLETICS COMPLEX

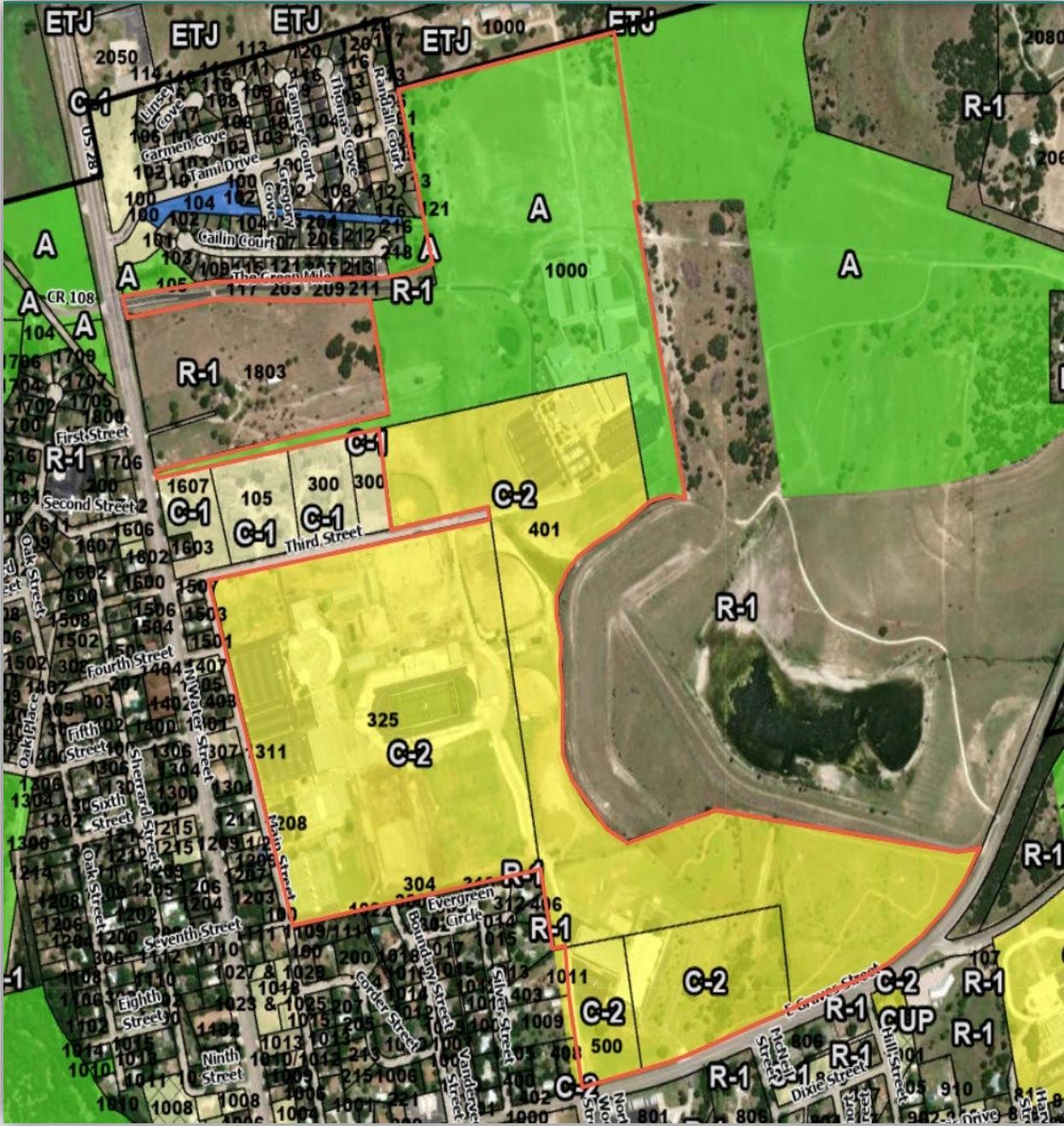


Exhibit A – Location and Current Zoning (cont.)

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

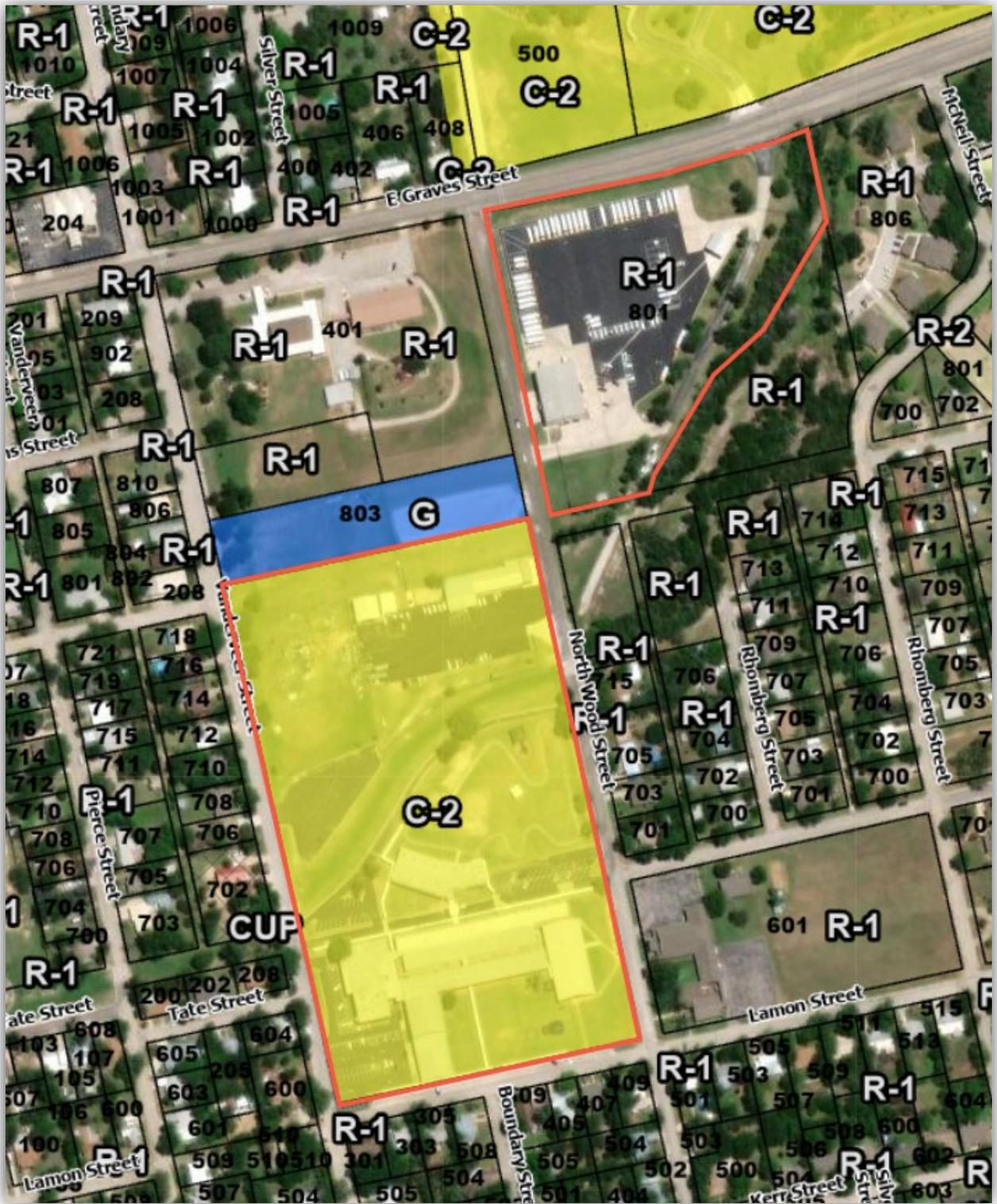
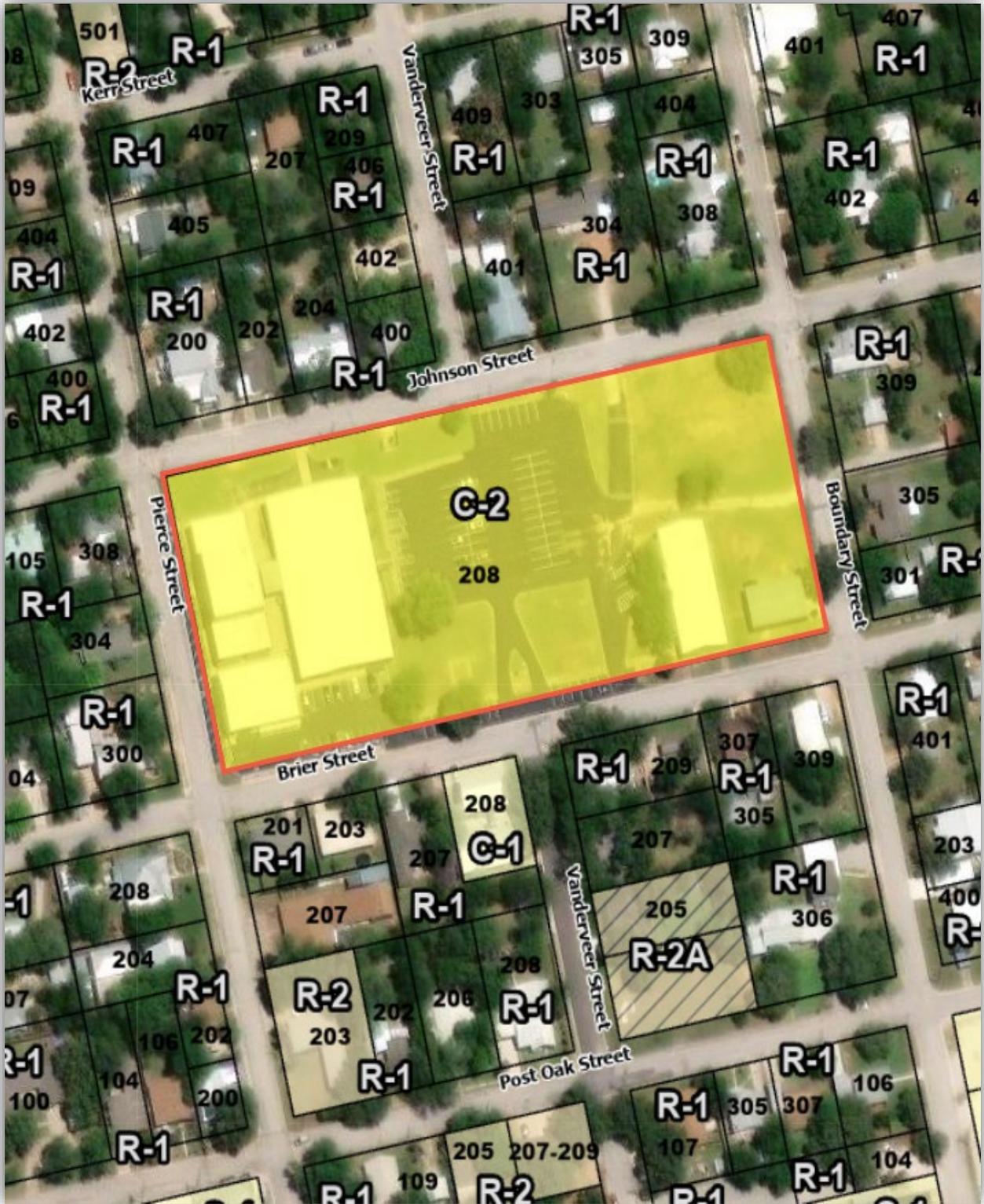


Exhibit A – Location and Current Zoning (cont.)

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 14<sup>th</sup> day of November 2023.

**PASSED AND APPROVED** on this the 12<sup>th</sup> day of December 2023.

**CITY OF BURNET, TEXAS**

\_\_\_\_\_  
Gary Wideman, Mayor

**ATTEST:**

\_\_\_\_\_  
Kelly Dix, City Secretary

**Exhibit "A"**

111 SHADY GROVE RD, SHADY GROVE ELEMENTARY SCHOOL (LEGALLY DESCRIBED AS: ABS A0405 JOHN HAMILTON, TRACT PT OF 308, 20 ACRES)



**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)



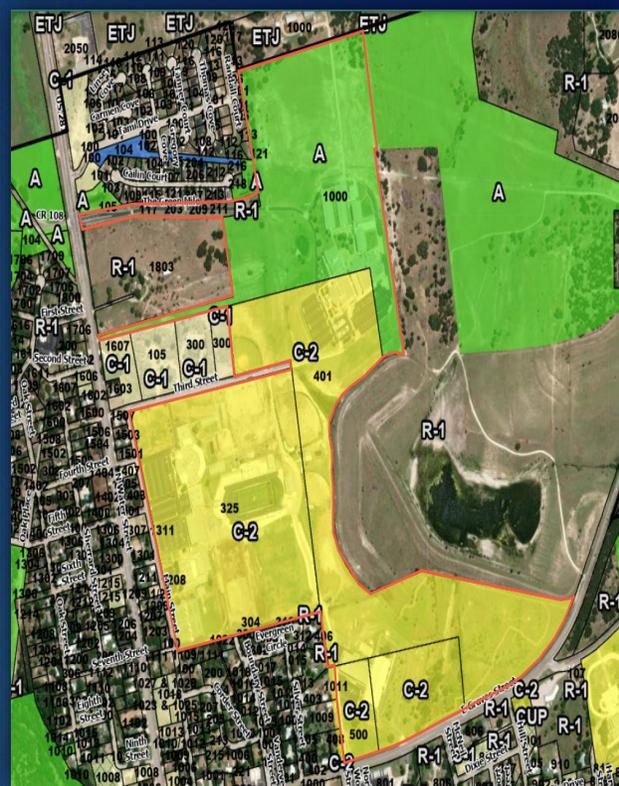
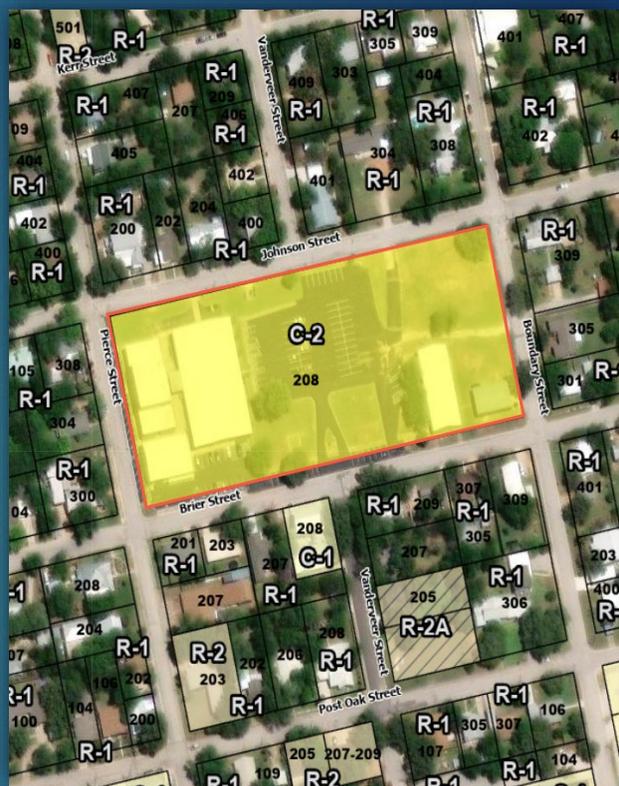
**Exhibit "H"**

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



Discuss and consider action: 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 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 was held on November 14, 2023. No one spoke in favor or against the proposed ordinance.

## Discussion

- ▶ Approve and adopt Ordinance 2023-47 as presented.



## Development Services

## ITEM 4.2

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

### Public Hearing and Action

**Meeting Date:** December 12, 2023

**Agenda Item:** Discuss and consider: 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 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.

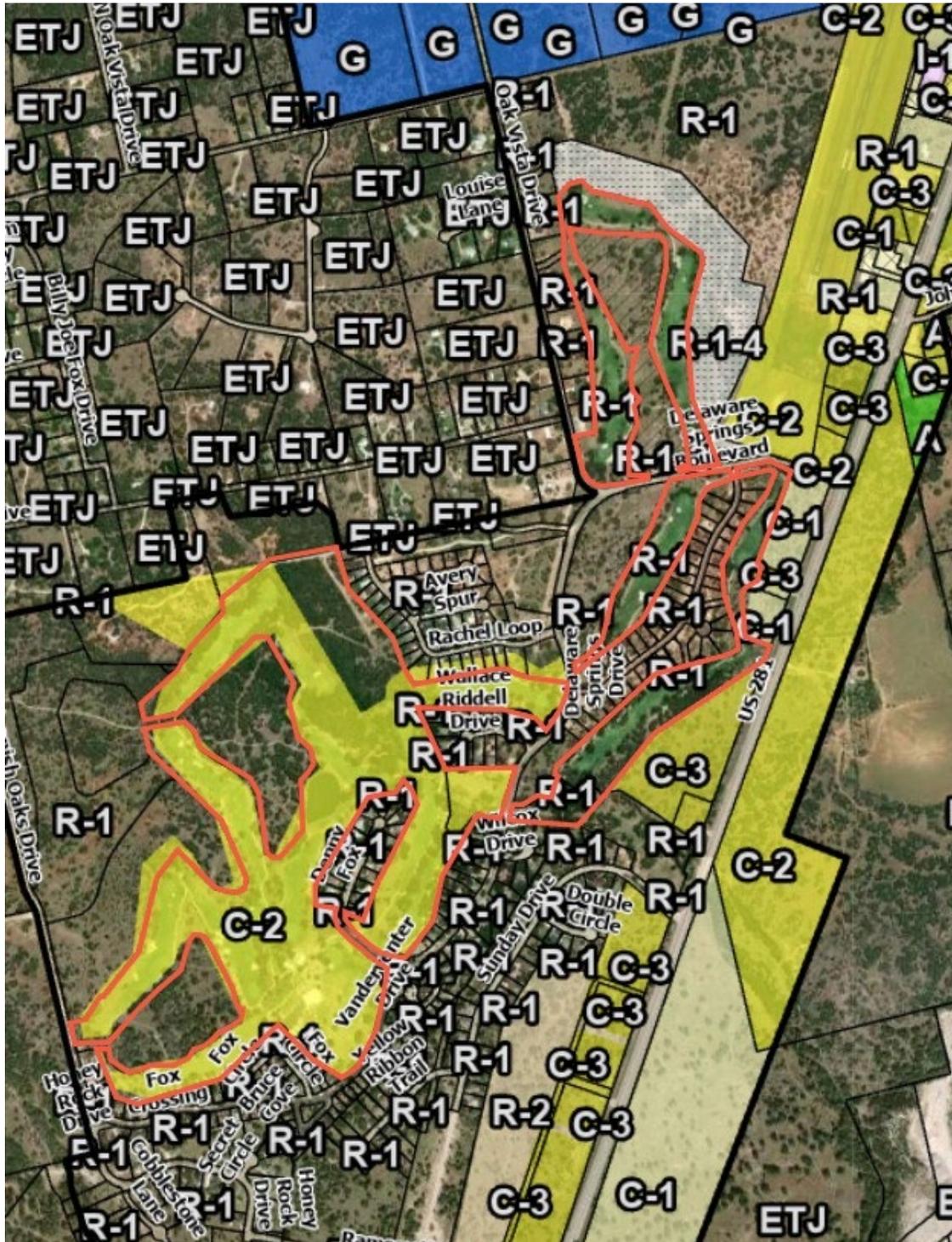
**P&Z Report:** Planning and Zoning Commission met on Monday, November 6<sup>th</sup> and did recommend approval of Ordinance #2023-48 as presented.

There have been no changes to Ordinance No. 2023-48 since the first reading on November 14, 2023.

**Recommendation:** Approve and adopt Ordinance No. 2023-48 as presented.

Exhibit A – Location and Current Zoning

DELAWARE SPRINGS GOLF COURSE



**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 14<sup>th</sup> day of November 2023.

**PASSED AND APPROVED** on this the 12<sup>th</sup> day of December 2023.

**CITY OF BURNET, TEXAS**

\_\_\_\_\_  
Gary Wideman, Mayor

**ATTEST:**

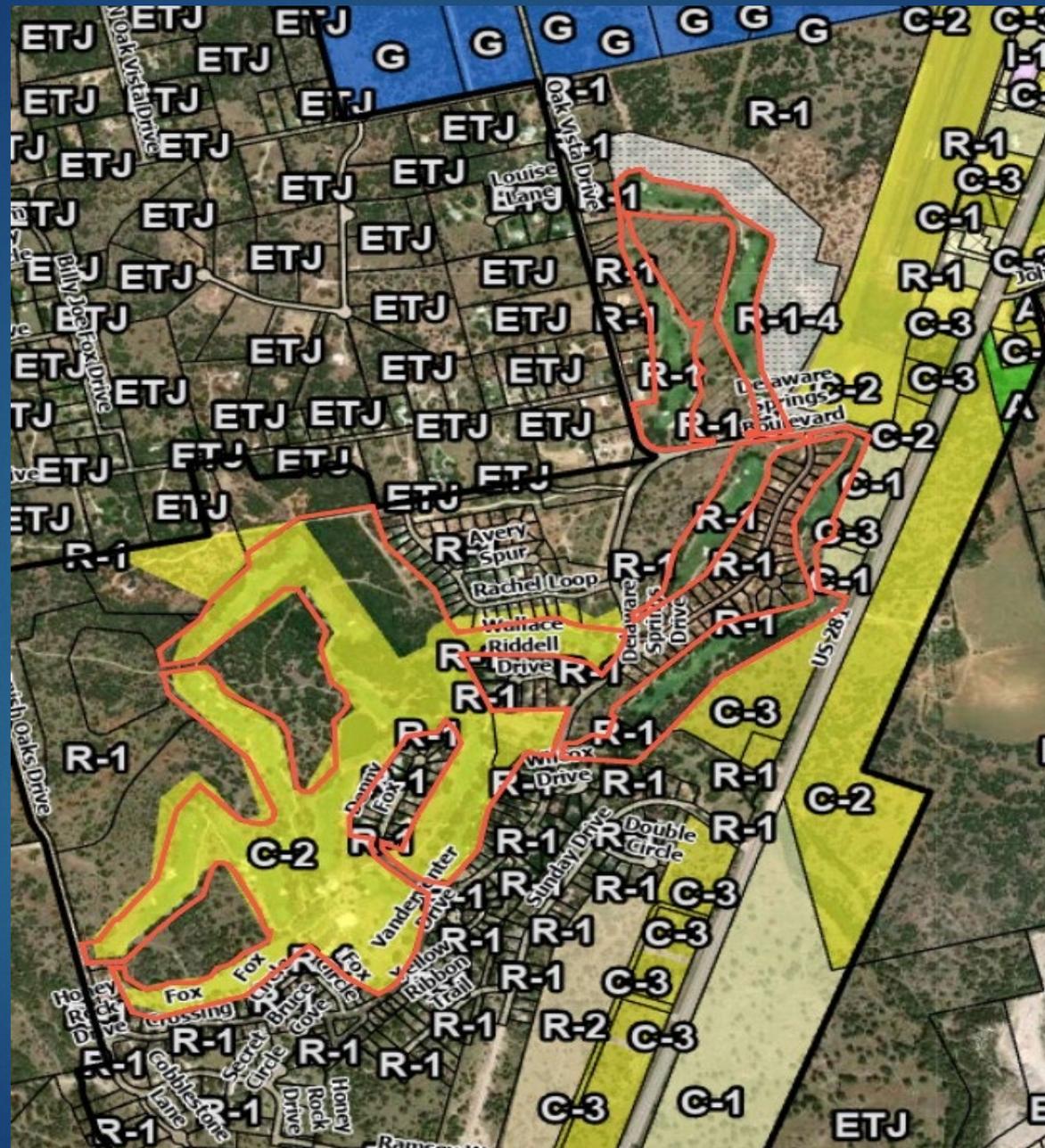
\_\_\_\_\_  
Kelly Dix, City Secretary

Exhibit "A"  
GOLF COURSE



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 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 was held on November 14, 2023. No one spoke in favor or against.

## Discussion

- ▶ Approve and adopt Ordinance 2023-48 as presented.



## Finance

## ITEM 4.3

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

### Action

**Meeting Date:** December 12, 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 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".

There have been no changes to Ordinance 2023-46 since the first reading on November 14, 2023.

**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 24<sup>th</sup> day of October 2023.

**FINALLY PASSED AND APPROVED** on this the 14<sup>th</sup> 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

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Second reading of the Ordinance

December 12, 2023

# Attachment A

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

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

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

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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.

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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?

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**Administration**

**ITEM 4.4**

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

**Action**

**Meeting Date:** December 12, 2023

**Agenda Item:** Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING THE EXTENSION OF THE PAYMENT DATE FOR THE PROMISSORY NOTE FOR THE SALE OF THE BEALLS PROPERTY TO THE BURNET ECONOMIC DEVELOPMENT CORPORATION: H. Erkan, Jr.

**Background:** On January 10, 2023, the City Council authorized the sale of the Bealls Property to the Burnet Economic Development Corporation. On January 23, 2023, the Corporation's Board of Directors approved the purchase. Pursuant to said authorization the Mayor, on behalf of City, and the Board President, on behalf of the Corporation, executed the transaction documents (special warranty deed, deed of trust, promissory note). The promissory note obligates the Corporation to pay the full purchase price (\$1,115,000.00) on or before January 31, 2024. The Corporation has requested an extension to the due date.

**Information:** This resolution approves an extension of the promissory note due date.

**Fiscal Impact** The Corporation shall be liable to make payment to the City of the purchase price amount in full no later than the new promissory note due date.

**Recommendation:** Approve Resolution No. R2023-82 as presented.

**RESOLUTION NO. R2023-82**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING THE EXTENSION OF THE PAYMENT DATE FOR THE PROMISSORY NOTE FOR THE SALE OF THE BEALLS PROPERTY TO THE BURNET ECONOMIC DEVELOPMENT CORPORATION**

**Whereas**, on January 10, 2023, City Council authorized the sale of the Bealls Property located at 118 E Polk St, Burnet, TX 78611, to the corporation; and

**Whereas**, On January 23, 2023, the Corporation's Board of Directors approved the purchase; and

**Whereas**, the purchase was financed by a promissory note in the amount of \$1,115,000.00 payable to the City on or before January 31, 2024; and

**Whereas**, the Corporation's Board of Directors have requested an extension to the due date.

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

**Section one. Approval.** The amendment to that certain promissory note by and between the City of Burnet, as seller, and the Burnet Economic Development Corporation, as buyer, extending the promissory note due date is hereby approved.

**Section two. Authorization.** The Mayor is hereby authorized to execute an instrument in substantial form as the attached amendment to the promissory note; and execute such ancillary documents, and take such actions, as may be reasonably necessary to facilitate the purpose of this resolution.

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

**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 day of 12<sup>th</sup> day of December, 2023.

**CITY OF BURNET**

**ATTEST:**

\_\_\_\_\_  
Gary Wideman, Mayor

\_\_\_\_\_  
Kelly Dix, City Secretary

**FIRST AMENDMENT TO PROMISSORY NOTE**

THIS FIRST AMENDMENT (“First Amendment”) to that certain promissory note given by the Burnet Economic Development Corporation, as borrower, to the City of Burnet, as lender, for the purchase price of that approximately 1.177-acre lot legally described in the Subdivision Plat known as Lot 1-B, Block No. 17, Peter Kerr Portion, City of Burnet, recorded as Document No. 202213519 in the Public Records of Burnet County, Texas, is amended as follows:

**Terms of Payment (principal and interest):** The entire Principal Amount shall be payable in full on **INSERT NEW DATE**.

**Other provisions not affected** All other provisions of the promissory note not expressly amended shall remain in full force and effect, and shall in no way be impaired by this First Amendment.

This First Amendment to be effective on passage of a resolution of approval by lender’s city council as evidenced by lender’s authorized agent’s signature below.

Borrower:

Lender:

Burnet Economic Development Corp.

City of Burnet

By: \_\_\_\_\_  
Cary Johnson, President

By: \_\_\_\_\_  
Gary Wideman, Mayor

Date:

Date:

Witnessed

By: \_\_\_\_\_  
Kelly Dix, City Secretary

By: \_\_\_\_\_  
Kelly Dix, City Secretary



## Administration

## ITEM 4.5

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

## Action

**Meeting Date:** December 12, 2023

**Agenda Item:** Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TX, APPROVING A SECOND AMENDMENT TO THE COMMERCIAL LEASE AGREEMENT BETWEEN THE CITY OF BURNET AND DANFORTH HOLDINGS, LTD., A TEXAS LIMITED PARTNERSHIP FOR THE PROPERTY KNOW AS BURNET CITY HALL LOCATED AT 1001 BUCHANAN DRIVE, BURNET, TX: D. Vaughn

**Background:** The lease agreement for City Hall with Danforth Holdings, Ltd. is due to expire at the end of June 2024.

The new City Hall project is not expected to be completed for at least another eighteen months. Therefore, after reaching out to Donald Danforth (Landlord) an agreement was negotiated to extend the lease term for 1001 Buchanan as an amendment to the original lease agreement.

**Information** Proposed Amendments are attached to the resolution.

**Fiscal Impact** The proposed lease amendment includes a 3% per year increase in rent.

**Recommendation:** Approve Resolution No. R2023-83 as presented.

## RESOLUTION R2023-83

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TX, APPROVING A SECOND AMENDMENT TO THE COMMERCIAL LEASE AGREEMENT BETWEEN THE CITY OF BURNET AND DANFORTH HOLDINGS, LTD., A TEXAS LIMITED PARTNERSHIP FOR THE PROPERTY KNOWN AS BURNET CITY HALL LOCATED AT 1001 BUCHANAN DRIVE, BURNET, TX.**

**Whereas,** the City of Burnet (tenant) and Danforth Holdings, Ltd. (landlord) entered into a Commercial Lease Agreement effective June 1, 2019 (the “*Agreement*”), in which Landlord agreed to offer, and Tenant agreed to accept, a lease of premises located at 1001 Buchanan Drive, Suites 4, 5 and 6 Burnet, Burnet County, Texas, said premises being more particularly described in the Agreement; and

**Whereas,** Tenant and Landlord entered into that certain First Amendment to Commercial Lease Agreement effective April 12, 2022 (the R2022-33 “First Amendment”), in which Landlord agreed to offer, and Tenant agreed to accept, an extension of the lease term; and

**Whereas,** the Tenant and Landlord desire to amend the Agreement as set forth; and

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

**Section 1. Findings.** The City Manager is hereby authorized to execute a contract substantially similar to the Second Amendment to Commercial Lease Agreement attached hereto as Exhibit “A”

**Section 2. Effective.** This Second Amendment is binding upon and shall inure to the benefit of the parties and their prospective successors and assigns.

**Section 2. Open Meetings.** It is hereby officially found and determined that the meeting at which this resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov’t. Code.*

**PASSED AND APPROVED** this the 12<sup>th</sup> day of December, 2023.

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

**CITY OF BURNET, TEXAS**

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Gary Wideman, Mayor

**ATTEST:**

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Kelly Dix, City Secretary

# **Exhibit “A”**

**Second Amendment to Commercial Lease Agreement**

## SECOND AMENDMENT TO COMMERCIAL LEASE AGREEMENT

THIS SECOND AMENDMENT TO COMMERCIAL LEASE AGREEMENT (this "*Amendment*") is entered into by and between **City of Burnet** a Texas home rule municipality ("Tenant") and Danforth Holdings, Ltd., a Texas limited partnership ("Landlord").

### RECITALS

**Whereas**, Tenant and Landlord entered into that certain Commercial Lease Agreement effective June 1, 2019 (the "*Agreement*"), in which Landlord agreed to offer, and Tenant agreed to accept, a lease of premises located at 1001 Buchanan Drive, Suites 4, 5 and 6 Burnet, Burnet County, Texas, said premises being more particularly described in the Agreement; and

**Whereas**, Tenant and Landlord entered into that certain First Amendment to Commercial Lease Agreement effective April 12, 2022 (the "*First Amendment*"), in which Landlord agreed to offer, and Tenant agreed to accept, an extension of the lease term; and

**Whereas**, Tenant and Landlord desire to amend the Agreement as set forth below.

### AGREEMENT

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

**(l) Amendments. The amendments to the Agreement are as follows:**

**(a) Section 1., entitled "TERM" is hereby amended by replacing the existing language with the language in italics (*italics*) below:**

*The term of this Lease shall be for a period of twenty-four (24) months, commencing on the 1<sup>st</sup> day of July 2024 ("Commencement Date") and ending on the 30<sup>th</sup> day of June, 2026 ("Term"). Notwithstanding the forgoing Tenant shall have the right to terminate the Lease, without cause, to be effective on or after the 30<sup>th</sup> day of June 2025; provided Tenant gives Landlord six months prior written notice of such termination.*

**(b) Section 2., entitled "RENT" is hereby amended by replacing the existing language with the language in italics (*italics*) below:**

*RENT. Tenant shall pay to Landlord as monthly rent ("Monthly Rent"), without deduction, setoff, prior notice or demand, in the*

*amount of \$4,642.21/per month for the first twelve months of the Lease (July 2024-June 2025) and \$4,781.48 for months thirteen through twenty-four (July 2025-June 2026) of the Lease. Monthly Rent payments shall be made payable to Landlord and sent in care of Donald Danforth, president of Danforth Holdings, Inc. at 720 Bell Springs Rd., Dripping Springs, Texas 78620 or at such other address as Landlord may hereafter designate in writing.*

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

*The remainder of this page intentionally blank and signature page to follow.*

This Second Amendment to be effective as of December 12, 2023.

TENANT  
City of Burnet

By: \_\_\_\_\_  
Gary Wideman, Mayor

Attest:

By: \_\_\_\_\_  
Kelly Dix, City Secretary

LANDLORD  
Danforth Holdings, Ltd.

By: DANFORTH HOLDINGS, GP, LLC,  
a Texas limited liability company, general partner.

By: \_\_\_\_\_  
Donald Danforth, President

## SECOND AMENDMENT TO COMMERCIAL LEASE AGREEMENT

THIS SECOND AMENDMENT TO COMMERCIAL LEASE AGREEMENT (this "*Amendment*") is entered into by and between **City of Burnet** a Texas home rule municipality ("Tenant") and Danforth Holdings, Ltd., a Texas limited partnership ("Landlord").

### RECITALS

**Whereas**, Tenant and Landlord entered into that certain Commercial Lease Agreement effective June 1, 2019 (the "*Agreement*"), in which Landlord agreed to offer, and Tenant agreed to accept, a lease of premises located at 1001 Buchanan Drive, Suites 4, 5 and 6 Burnet, Burnet County, Texas, said premises being more particularly described in the Agreement; and

**Whereas**, Tenant and Landlord entered into that certain First Amendment to Commercial Lease Agreement effective April 12, 2022 (the "*First Amendment*"), in which Landlord agreed to offer, and Tenant agreed to accept, an extension of the lease term; and

**Whereas**, Tenant and Landlord desire to amend the Agreement as set forth below.

### AGREEMENT

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

**(I) Amendments. The amendments to the Agreement are as follows:**

- (a) Section 1., entitled "TERM" is hereby amended by replacing the existing language with the language in italics (*italics*) below:**

*The term of this Lease shall be for a period of twenty-four (24) months, commencing on the 1<sup>st</sup> day of July 2024 ("Commencement Date") and ending on the 30<sup>th</sup> day of June, 2026 ("Term"). Notwithstanding the forgoing Tenant shall have the right to terminate the Lease, without cause, to be effective on or after the 30<sup>th</sup> day of June 2025; provided Tenant gives Landlord six months prior written notice of such termination.*

- (b) Section 2., entitled "RENT" is hereby amended by replacing the existing language with the language in italics (*italics*) below:**

*RENT. Tenant shall pay to Landlord as monthly rent ("Monthly Rent"), without deduction, setoff, prior notice or demand, in the*

*amount of \$4,642.21/per month for the first twelve months of the Lease (July 2024-June 2025) and \$4,781.48 for months thirteen through twenty-four (July 2025-June 2026) of the Lease. Monthly Rent payments shall be made payable to Landlord and sent in care of Donald Danforth, president of Danforth Holdings, Inc. at 720 Bell Springs Rd., Dripping Springs, Texas 78620 or at such other address as Landlord may hereafter designate in writing.*

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

*The remainder of this page intentionally blank and signature page to follow.*

This Second Amendment to be effective as of December 12, 2023.

TENANT  
City of Burnet

By: \_\_\_\_\_  
Gary Wideman, Mayor

Attest:

By: \_\_\_\_\_  
Kelly Dix, City Secretary

LANDLORD  
Danforth Holdings, Ltd.

By: DANFORTH HOLDINGS, GP, LLC,  
a Texas limited liability company, general partner.

By: Donald Danforth  
Donald Danforth, President



## Engineering

## ITEM 4.6

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

### Agenda Item Brief

- Meeting Date:** December 12, 2023
- Agenda Item:** Discuss and consider action: Saward Contract for Request for Proposal (RFP) 2023-011 YMCA Building Remodeling Project bid and authorize the City Manager to execute the contract: E. Belaj
- Background:** The City previously approved funding of \$263,300 for the YMCA to renovate the Galloway Hammond sports complex, including an enclosure expansion of the natatorium. The improvements include the enclosure of the southern patio area and associated components.
- Information:** The City recently had bid opening for this project. The bid opening was on November 2, 2023, at 10 A.M. where there were received three bids.
- Bids: **Calvary Contracting** Offered the City the best value for this project, and this bid was the lowest at **\$240,185.00**. The bid DOES NOT include an added alternate. The project was estimated to cost under \$260K. This contractor has 6 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 other bids and found at least one bidder's qualifications 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 previously authorized \$263,300 in remodeling funds that can be utilized for this project.

**Recommendation:** Award the contract to **Calvary Contracting** for the YMCA Building Renovation and authorize the City Manager to execute the contract.

## CONTRACTOR RATING SHEET

Date: November 7, 2023

Project: YMCA Building Renovation

Evaluator's Name:	Calvary Contracting	Nash Builders	DKC Const Group							
EB	95	69	30	0	0	0	0	0	0	0
MI	100	79	50	0	0	0	0	0	0	0
GG	100	49	15	0	0	0	0	0	0	0
N/A										
<b>Average:</b>	<b>98.3</b>	<b>65.7</b>	<b>31.7</b>	<b>0.0</b>						

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

Apparent Ranking of Submitters:

1. Calvary Contracting
2. Nash Builders
3. DKC Const Group



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

Bid Date: September 7 @ 10:00 a.m.

Nov 2<sup>nd</sup>

Calendar Days: 150 Substantial - 180 Final

BID SUMMARY  
 YMCA Natatorium Renovation Project RFP: 2023-11

Bid Set Deposit - \$FREE  
 Project ID: CIPSP-2023B  
 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	Calvary Contracting.	—	✓		\$240,185					
2	DKC Construction Group	—	✓	✓✓	\$331,974					
3	Nash Builders	—	✓	✓✓	\$289,000					
4										
5										
6										
7										



# GALLOWAY BID AWARD

*BACKGROUND*

## PROJECT INFORMATION

- Was advertised as YMCA Building Renovation. It was advertised for bid twice, since the first time there weren't any bids.
- Enclosure of Natatorium
- Metal Building
- Doorways and Utilities
- Received 3 Bids



# GALLOWAY BID AWARD

BACKGROUND



## YMCA Renovation Burnet, Texas

### Project Information

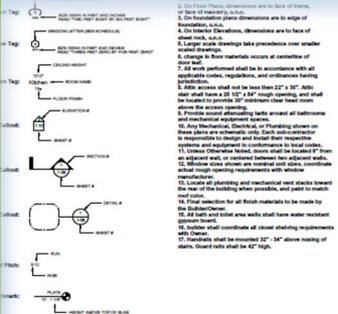
Owners: YMCA Burnet

Location: Burnet, Texas

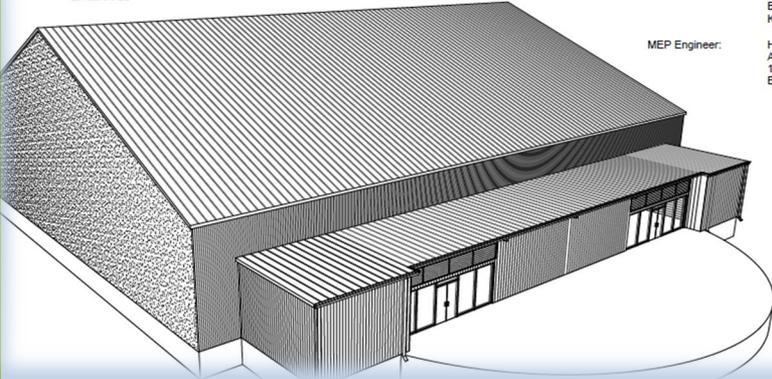
Design by: Jerome A. Rugen, CPBD  
Delineations, Inc.  
518 Main Street  
Marble Falls, TX 78654

Structural Engineer: Brad Shaw PE  
Highland Lakes Engineering  
Box 1164  
Kingland, TX 78639

MEP Engineer: Henry Romo, PE  
Aries Engineered Solutions, Inc.  
10900 Ranch Rd 2341  
Burnet, TX 78611



1. All work shall be in accordance with the approved plans, specifications and notes to these plans. The Contractor shall be responsible for obtaining all necessary permits and licenses for the work. The Contractor shall be responsible for obtaining all necessary permits and licenses for the work. The Contractor shall be responsible for obtaining all necessary permits and licenses for the work.



Sheet	Revised	Drawn	Checked
01			
02			
03			
04			
05			
06			
07			
08			
09			
10			



# GALLOWAY BID AWARD

*BACKGROUND*

## Review BIDs Found that

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



All experienced contractors. But only two could be verified



Could not verify experience for One contractor.

The low bidder has also good working relationship with YMCA



All with relevant Experience.











## Administration

## ITEM 4.7

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

## Action

**Meeting Date:** December 12, 2023

**Agenda Item:** Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING AMENDMENTS TO THE CONFERENCE CENTER HOT FUNDING AGREEMENT BETWEEN THE CITY OF BURNET AND TEKMAK BURNET QOZB HOTEL, LP; AND AUTHORIZING THE MAYOR TO EXECUTE NECESSARY INSTRUMENTS: D. Vaughn

**Background:** On July 6, 2023, the BEDC entered into a Performance Agreement and an Unimproved Commercial Property Contract for the sale of a Lot within the Crossing at 281 Subdivision for a Hotel Project. Subsequently, City Council approved Conference Center Hotel Occupancy Tax Funding Agreement to defray part of the construction costs a 3000 plus square foot Meeting Space. On November 21, 2023, the Burnet Economic Development Corporation approved the replat of the Lot.

**Information:** This resolution approves an amendment to the contract to revise the property description to reflect the description in the replat. As of the time of submission of this agenda brief the approved replat has not been recorded in the Public Records of Burnet County. The City Manager will insert the recordation number in the amendment document when it is received.

**Fiscal Impact:** Passage of this resolution shall impose no direct financial impact on the city budget.

**Recommendation:** Approve the Resolution R2023-84 as presented.

**RESOLUTION NO. 2023-84**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING AMENDMENTS TO THE CONFERENCE CENTER HOT FUNDING AGREEMENT BETWEEN THE CITY OF BURNET AND TEKMAK BURNET QOZB HOTEL, LP; AND AUTHORIZING THE MAYOR TO EXECUTE NECESSARY INSTRUMENTS.**

**WHEREAS**, on July 6, 2023, the BEDC entered into that certain Performance Agreement and that certain Unimproved Commercial Property Contract for the sale of a Lot within the Crossing at 281 Subdivision for a Hotel Project; and

**WHEREAS**, subsequently, City Council approved a Hotel Occupancy Tax Funding Agreement to defray part of the construction costs a 3000 plus square foot Meeting Space; and

**WHEREAS**, this Amendment is necessary to provide a legal description of the real property that is subject to the funding agreement that is consistent with the most recent survey of the real property.

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

**Section one. Findings.** The recitals to this resolution are deemed to be the true and correct findings of the board of directors and are incorporated herein for all purposes.

**Section two. Approval.** The document attached hereto as the “Hotel Occupancy Tax Funding Agreement” hereby approved and said document is hereby incorporated herein for all purposes.

**Section three. Authorization.** The mayor is hereby authorized to execute a document substantially similar in form to the document identified above as the “Hotel Occupancy Tax Funding Agreement”. Further, the mayor is authorized to execute such ancillary documents and take such actions as may be reasonably necessary to facilitate the purpose of this resolution.

**Section four. Effective date.** This resolution shall be effective immediately upon passage and approval.

Resolution – amendment to hotel agreements

Passed and Approved by the Burnet City Council the 12<sup>th</sup> day of December, 2023.

**City of Burnet**

---

Gary Wideman, Mayor

**ATTEST:**

---

Kelly Dix, City Secretary

Resolution – amendment to hotel agreements

**FIRST AMENDMENT TO CONFERENCE CENTER HOT FUNDING AGREEMENT BETWEEN THE CITY OF BURNET AND TEKMAK BURNET QOZB HOTEL, LP.**

This First Amendment (“*First Amendment*”) to that certain CONFERENCE CENTER HOT FUNDING AGREEMENT (the "*Agreement*") entered into as of the 23<sup>rd</sup> day of August, 2023 (the "*Effective Date*") by and between the CITY OF BURNET, ("*City*"), and TEKMAK QOZB BURNET HOTEL, LP., ("*TEKMAK*") shall, pursuant to Section 12.1 of the Agreement, be amended as follows:

**Amendment one.** Article 1 of the Agreement (entitled "*Definitions*") is hereby amended by amending the definition of the word "*Real Property*" as follows:

*“Real Property” means Lot 1B-R, Block A of the Replat of The Crossings at 281 Subdivision recorded as Document No.202311783 on November 30, 2023, in the Public Records of Burnet County Texas.*

EXCEPT AS HEREBY MODIFIED OR AMENDED, the remaining provisions of the Agreement, and First Amendment, not inconsistent with the terms hereof shall remain in full force and effect for all purposes.

**EXECUTED this 12<sup>th</sup> day of December, 2023.**

**CITY OF BURNET**

By: \_\_\_\_\_  
**GARY WIDEMAN, MAYOR**

**Attest:**

By: \_\_\_\_\_  
**KELLY DIX, CITY SECRETARY**

**TEKMAK BURNET QOZB HOTEL, LP**

**By: JKD TRADITION, LLC, its General Partner**

By \_\_\_\_\_  
**JORDAN K. DECKER**  
**Its: Manager**

REPLAT OF  
THE CROSSINGS AT 281 SUBDIVISION  
LOT 1, BLOCK A  
8.31 ACRES  
CITY OF BURNET  
BURNET COUNTY, TEXAS



**LOCATION MAP**  
1"=1,000'

**OWNER/DEVELOPER NAME:**  
CARY JOHNSON, PRESIDENT  
BURNET ECONOMIC DEVELOPMENT CORPORATION  
1001 BUCHANAN DRIVE, SUITE 4  
BURNET, TX 78611

**SURVEYOR'S COMPANY NAME AND CONTACT INFORMATION:**  
GEORGE E. LUCAS, REGISTERED PROFESSIONAL SURVEYOR NO. 4160,  
CELCO SURVEYING, FIRM REGISTRATION NO. 10193975  
18018 OVERLOOK LOOP, SUITE 105  
SAN ANTONIO, TEXAS 78259

**ENGINEER'S COMPANY NAME AND CONTACT INFORMATION:**  
HUGO ELIZONDO, JR., REGISTERED PROFESSIONAL ENGINEER NO. 69781  
CUATRO CONSULTANTS, LTD., FIRM REGISTRATION NO. F-3524  
FIRM REGISTRATION NO. F-3524  
120 RIVERWALK DRIVE, SUITE 208  
SAN MARCOS, TEXAS 78666

**DATE:** NOVEMBER 10, 2023

**ACREAGE OF TOTAL SITE:** 8.31 ACRES

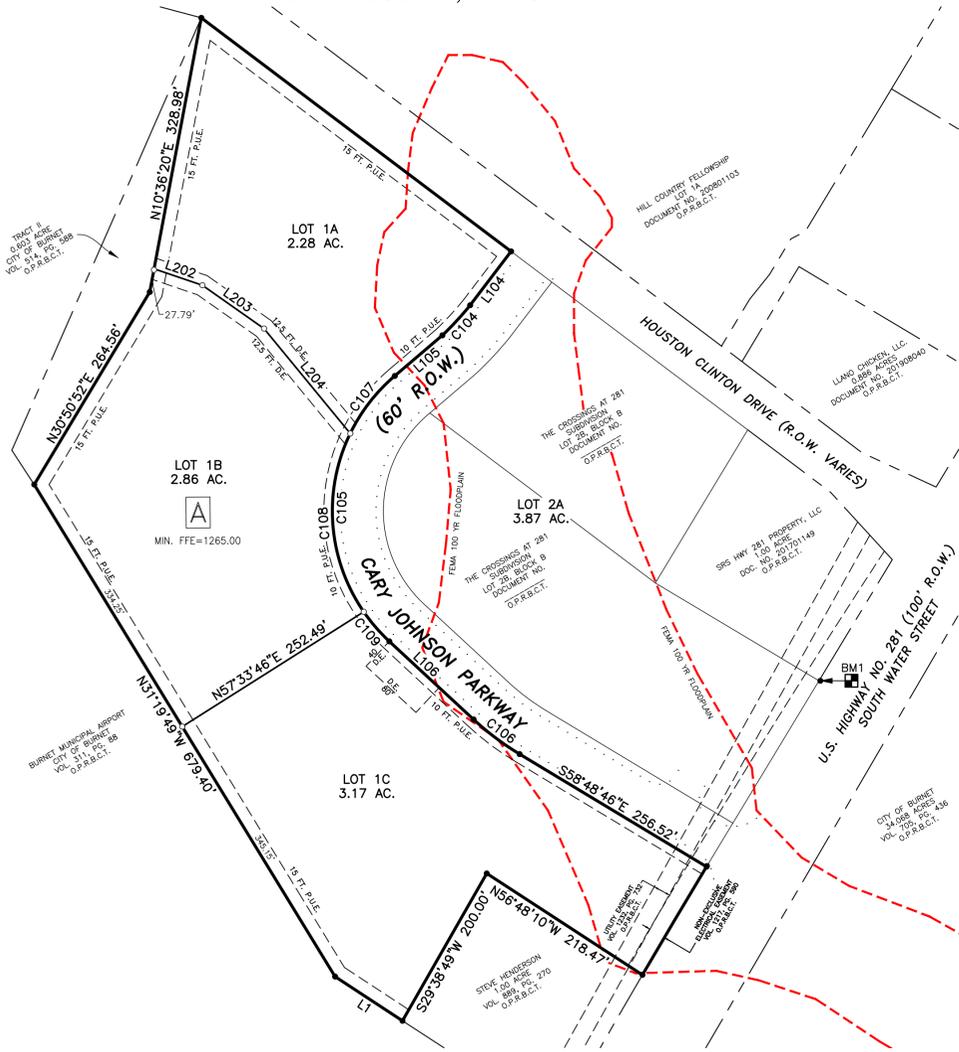
**TOTAL NUMBER OF BLOCKS:** 1 BLOCKS (A)

**TOTAL NUMBER OF LOTS:** 3 LOTS TOTAL

• 3 - COMMERCIAL

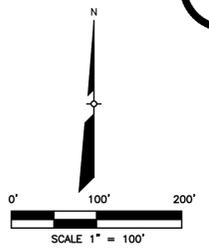
LINE #	LENGTH	DIRECTION
L1	94.76'	N56°35'11"W
L101	129.54'	N47°01'56"W
L102	74.37'	N49°22'28"E
L103	80.46'	N37°08'55"E
L104	79.60'	S37°08'55"W
L105	73.59'	S49°22'28"W
L106	135.21'	S47°01'56"E
L202	59.87'	S71°07'09"E
L203	88.60'	S54°46'31"E
L204	159.89'	S39°18'35"E

CURVE #	RADIUS	ARC LENGTH	BEARING	CHORD LENGTH	TANGENT	DELTA
C1	11,571.67'	148.07'	S30°32'50"W	148.07'	74.04'	000°43'59"
C101	270.00'	55.51'	S52°55'21"E	55.42'	27.86'	011°46'50"
C102	150.00'	258.19'	N00°06'18"E	227.48'	174.46'	098°37'16"
C103	430.00'	59.46'	N42°42'54"E	59.41'	29.78'	007°55'20"
C104	370.00'	48.29'	S42°34'48"W	48.26'	24.18'	007°28'42"
C105	210.00'	220.99'	S04°17'53"E	210.93'	121.96'	060°17'41"
C106	330.00'	67.85'	S52°55'21"E	67.73'	34.05'	011°46'50"
C107	210.00'	86.22'	S37°36'43"W	85.62'	43.73'	023°31'31"
C108	210.00'	220.99'	S04°17'53"E	210.93'	121.96'	060°17'41"
C109	210.00'	46.13'	S40°44'20"E	46.04'	23.16'	012°35'13"



"EXISTING LOT CONFIGURATION"  
THE CROSSINGS AT 281 SUBDIVISION  
LOT 1A, LOT 1B, AND LOT 1C, BLOCK A  
DOCUMENT NO. 202212416

SHEET 1 OF 3



**LEGEND**

- ⊕ DENOTES BENCHMARK (SEE NOTE)
- DENOTES 1/2" ST. SK. SET
- DENOTES 1/2" ST. SK. PND.
- DRAINAGE EASEMENT
- ACCESS EASEMENT
- PUBLIC UTILITY EASEMENT
- CONCRETE MONUMENT

**DATUM INFORMATION**  
BEARING BASIS:  
ALL BEARINGS ARE BASED ON GRID BEARINGS.  
DISTANCES ARE SURFACE VALUES BASED ON TEXAS  
STATE PLANE COORDINATE SYSTEM, NAD83, CENTRAL  
ZONE.

**BENCHMARKS**  
BM1: 1" IRON ROD WITH A BLUE  
CAP  
NORTHING: 10,240,569.42  
EASTING: 2,956,474.25  
ELEVATION: 1259.177  
NAD-83 TEXAS PLANE  
COORDINATE SYSTEM  
CENTRAL ZONE  
SCALE: 0.99971182

REPLAT OF  
THE CROSSINGS AT 281 SUBDIVISION  
LOT 1, BLOCK A  
8.31 ACRES  
CITY OF BURNET  
BURNET COUNTY, TEXAS



**LOCATION MAP**  
1"=1,000'

**OWNER/DEVELOPER NAME:**  
CARY JOHNSON, PRESIDENT  
BURNET ECONOMIC DEVELOPMENT CORPORATION  
1001 BUCHANAN DRIVE, SUITE 4  
BURNET, TX 78611

**SURVEYOR'S COMPANY NAME AND CONTACT INFORMATION:**  
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CELCO SURVEYING, FIRM REGISTRATION NO. 10193975  
18018 OVERLOOK LOOP, SUITE 105  
SAN ANTONIO, TEXAS 78259

**ENGINEER'S COMPANY NAME AND CONTACT INFORMATION:**  
HUGO ELIZONDO, JR., REGISTERED PROFESSIONAL ENGINEER NO. 69781  
CUATRO CONSULTANTS, LTD., FIRM REGISTRATION NO. F-3524  
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120 RIVERWALK DRIVE, SUITE 208  
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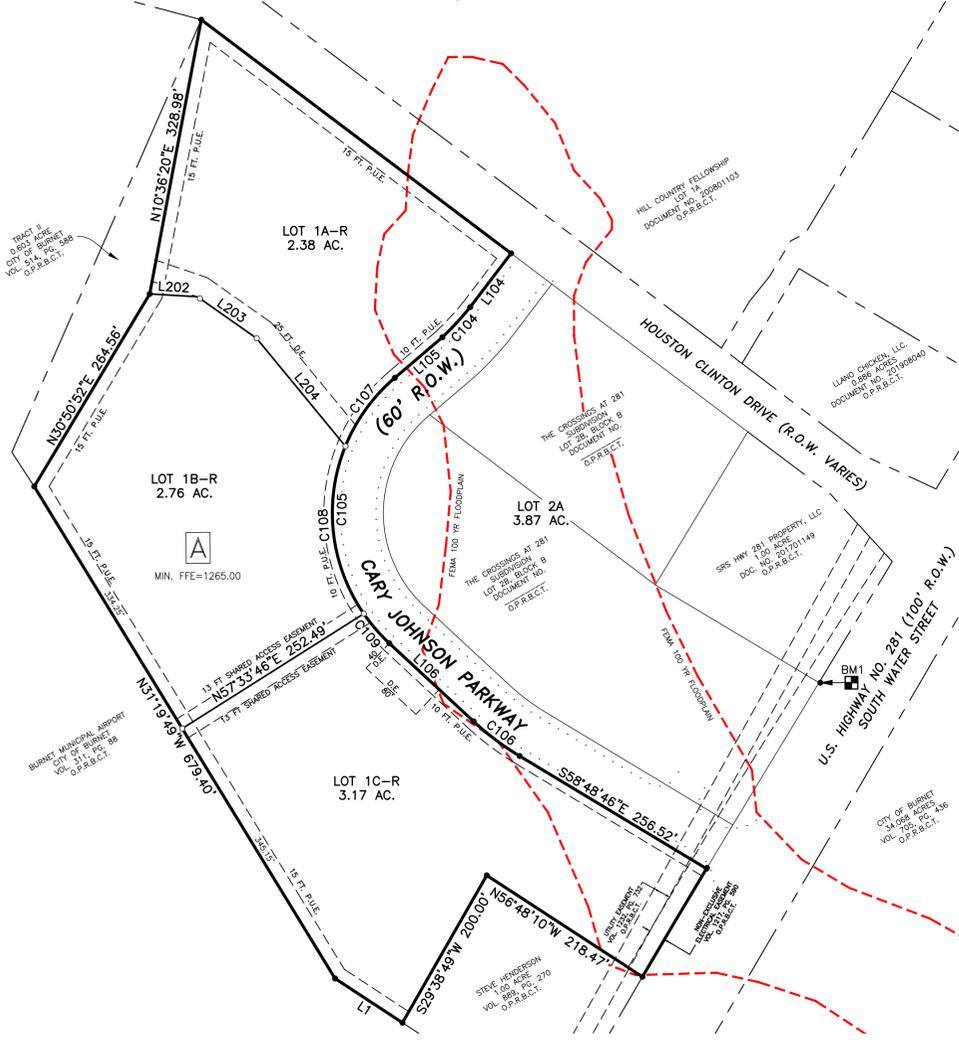
**TOTAL NUMBER OF BLOCKS:** 1 BLOCKS (A)

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• 3 - COMMERCIAL

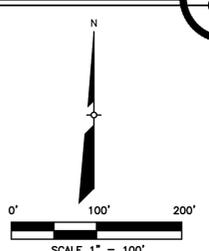
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C109	210.00'	46.13'	S40°44'20"E	46.04'	23.16'	012°35'13"



"PROPOSED LOT CONFIGURATION"  
THE CROSSINGS AT 281 SUBDIVISION  
LOT 1A-R, LOT 1B-R, LOT 1C-R, BLOCK A  
DOCUMENT NO. 202212416

SHEET 2 OF 3



**LEGEND**

- ⊕ DENOTES BENCHMARK (SEE NOTE)
- DENOTES 1/2" ST. SK. SET
- DENOTES 1/2" ST. SK. PND.
- DRAINAGE EASEMENT
- ACCESS EASEMENT
- PEDESTRIAN ACCESS EASEMENT
- CONCRETE MONUMENT

**DATUM INFORMATION**  
BEARING BASIS:  
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DISTANCES ARE SURFACE VALUES BASED ON TEXAS  
STATE PLANE COORDINATE SYSTEM, NAD83, CENTRAL  
ZONE.

**BENCHMARKS**  
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ELEVATION: 1259.177  
NAD-83 TEXAS PLANE  
COORDINATE SYSTEM  
CENTRAL ZONE  
SCALE: 0.99971182

**REPLAT OF  
THE CROSSINGS AT 281 SUBDIVISION  
LOT 1, BLOCK A  
8.31 ACRES  
CITY OF BURNET  
BURNET COUNTY, TEXAS**

STATE OF TEXAS:  
COUNTY OF BURNET:

BEING A 8.31 ACRE TRACT OF LAND, KNOWN AS LOT 1, BLOCK A, OF THE CROSSINGS AT 281 SUBDIVISION, AS RECORDED IN DOCUMENT NO. 202212416, CONVEYED TO THE BURNET ECONOMIC DEVELOPMENT CORPORATION BY GENERAL WARRANTY DEED WITH VENDOR'S LEIN AS RECORDED IN DOCUMENT NO. 201902576 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS.

WITNESS MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
CARY JOHNSON, PRESIDENT  
BURNET ECONOMIC DEVELOPMENT CORPORATION  
1001 BUCHANAN DRIVE, SUITE 4  
BURNET, TEXAS 78611

STATE OF TEXAS:  
COUNTY OF BURNET:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CARY JOHNSON, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

\_\_\_\_\_  
SURVEYOR:  
STATE OF TEXAS  
COUNTY OF HAYS

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

\_\_\_\_\_  
GEORGE E. LUCAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4160  
CELCO SURVEYING, FIRM REGISTRATION NO. 10193975  
18018 OVERLOOK LOOP, SUITE 105  
SAN ANTONIO, TEXAS 78259  
OFFICE: (512) 635-4857

\_\_\_\_\_  
ENGINEER:  
STATE OF TEXAS  
COUNTY OF HAYS

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT.

\_\_\_\_\_  
HUGO ELIZONDO, JR., REGISTERED PROFESSIONAL ENGINEER NO. 69781  
CUATRO CONSULTANTS, LTD. FIRM REGISTRATION NO. F-3524  
120 RIVERWALK DRIVE, SUITE 208  
SAN MARCOS, TEXAS 78666  
OFFICE: (512) 312-5040

**PLAT NOTES:**

1. ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO: 48053C04806 DATED NOVEMBER 1, 2019, A PORTION OF THIS TRACT LIES WITHIN THE 100 YEAR REGULATORY FLOODPLAIN. THIS TRACT IS SUBJECT TO AN APPROVED CLOMR BY FEMA. A LOMR WILL NEED TO BE FILED AFTER CONSTRUCTION IS COMPLETE.
2. BASIS OF BEARING FOR THIS SURVEY IS THE TEXAS LAMBERT GRID, CENTRAL ZONE, NAD83.
3. THE CITY OF BURNET SHALL RETAIN A 10' UTILITY EASEMENT ALONG ALL STREETS WITHIN THE SUBDIVISION SHOWN HEREON FOR THE PURPOSE OF INSTALLING AND MAINTAINING WATERLINES OR OTHER UTILITIES AS THEY MAY BECOME AVAILABLE.
4. ALL LOTS WILL PROVIDE DETENTION FACILITIES.
5. 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 ASSESSED 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 BECOMES EFFECTIVE, AND DUE, ON THE DATE A BUILDING PERMIT IS ISSUED, OR ON THE CONNECTION DATE TO THE MUNICIPAL WATER AND/OR WASTEWATER SYSTEM.
6. ALL PROPERTY HEREIN IS SUBJECT TO THE CITY OF BURNET, CODE OF ORDINANCES, CHAPTER 98, ARTICLE VIII 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 VIII.
7. OWNER TO CONFIRM ALL SETBACK, EASEMENT, AND DESIGN REGULATIONS PRIOR TO DESIGNING AND/OR CONSTRUCTION ON THIS PROPERTY WITH THE PROPER REGULATORY AGENCY.
8. THE FULLY DEVELOPED, CONCENTRATED STORM WATER RUNOFF RESULTING FROM THE 100-YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN AND/OR PUBLIC RIGHTS-OF-WAY DEDICATED BY THIS PLAT.
9. ALL LOTS IN THIS SUBDIVISION SHALL PROVIDE ON-SITE DETENTION AND WATER QUALITY FACILITIES IN COMPLIANCE WITH THE ADOPTED CITY OF BURNET ORDINANCES.
10. ALL LOTS IN BLOCK A ARE SUBJECT TO A MINIMUM FFE OF 1265.00.
11. SHARED USE ACCESS EASEMENT SHALL BE DEVELOPED AND MAINTAINED BY THE OWNER OR THEIR ASSIGNS UNLESS OR UNTIL DEDICATED TO A PROPERLY FORMED PROPERTY OWNERS ASSOCIATION. THE CITY OF BURNET IS NOT RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE OR USE OF ANY SHARED OR PRIVATE ACCESS EASEMENT TO BE DEVELOPED BY THE DEVELOPER(S) OR HIS SUCCESSORS. DEVELOPER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF BURNET, ITS OFFICERS, EMPLOYEES AND AGENTS FROM ANY DIRECT OR INDIRECT LOSS, DAMAGE, LIABILITY OR EXPENSE AND ATTORNEY'S FEES FOR ANY NEGLIGENCE WHATSOEVER, ARISING OUT OF THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE, CONDITION OR USE OF ANY PRIVATE ACCESS EASEMENT IMPROVEMENTS, INCLUDING ANY NONPERFORMANCE OF THE FOREGOING. DEVELOPER WILL REQUIRE ANY SUCCESSOR IN INTEREST TO ACCEPT FULL RESPONSIBILITY AND LIABILITY FOR THE SHARED ACCESS EASEMENT IMPROVEMENTS OR RELATED IMPROVEMENTS. ALL OF THE ABOVE SHALL BE COVENANTS RUNNING WITH THE LAND. THE SHARED ACCESS EASEMENT IS DEDICATED TO SERVE LOT(S) 1B-R AND 1C-R, BLOCK A.

STATE OF TEXAS:  
COUNTY OF BURNET:

THE ATTACHED REPLAT OF "THE CROSSINGS AT 281 SUBDIVISION, LOT 1, BLOCK A" HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AT ITS MEETING ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023. THIS REPLAT SHALL BE FILED IN THE CLERK AND RECORDER'S OFFICE FOR BURNET COUNTY, TEXAS.

\_\_\_\_\_  
CARLY KEHOE PEARSON  
DIRECTOR OF DEVELOPMENT SERVICES  
CITY OF BURNET



## W/WW Department

## ITEM 4.8

Carly Pearson  
Director of Public Works &  
Development Services  
512-715-3201  
cpearson@cityofburnet.com

### Action

**Meeting Date:** December 12, 2023

**Agenda Item:** Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE PURCHASE OF A 2025 FREIGHTLINER M2106 DUMP TRUCK FOR THE BURNET WATER/WASTEWATER DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE AGREEMENT ON BEHALF OF THE CITY: C. Pearson

**Background:** The dump truck will be a replacement for the Water/Wastewater dump truck currently in the fleet. The current dump truck is a 1999 model that needs replacement.

**Information:** The Water/Wastewater Department is seeking authorization to purchase a 2025 Freightliner M2106 Dump Truck in the amount of \$134,227.00 from Doggett Freightliner.

**Fiscal Impact:** This is a budgeted expense in the 2023-24 Fiscal Year budget.

**Recommendation:** Approve Resolution No. R2023-85 as presented.

**RESOLUTION NO. R2023-85**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE PURCHASE OF A 2025 FREIGHTLINER M2106 DUMP TRUCK FOR THE BURNET WATER/WASTEWATER DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE AGREEMENT ON BEHALF OF THE CITY**

**Whereas**, the City of Burnet Water/Wastewater Dump Truck is a 1999 model in need of replacement; and

**Whereas**, The City of Burnet Water/Wastewater Department has received a quote from Doggett Freightliner of South Texas, LLC for the purchase of a 2025 Freightliner M2106 Plus Dump Truck in the amount of \$134,227.00; and

**Whereas**, with required equipment outfitting that can be utilized by both the Fire Department and the Street Department the total purchase price will not exceed \$200,000.00;

**Whereas**, this is a capital equipment replacement purchase budgeted for the current 2023-2024 fiscal year in the amount of \$134,227.00; and

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

**Section 1. Findings.** The foregoing recitals are hereby found to be true and correct and are hereby resolved by the City Council of the City of Burnet, Texas (the "City Council") and made a part hereof for all purposes as findings of fact.

**Section 2. Proceedings.** The City Council does hereby approve the purchase of the 2025 Freightliner M 2106 PLUS Dump Truck, to be funded as a capital equipment replacement expenditure for the City of Burnet Water/Wastewater Department in the 2023-2024 Fiscal Year Budget, in an amount not to exceed \$134,227.00.

**Section 3. Authorization.** The City Council does hereby authorize the City Manager and the Finance Director to take such actions reasonably necessary to facilitate the purpose of this Resolution.

**Section 4. Open Meetings.** It is hereby officially found and determined that the meeting at which this resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

**PASSED AND APPROVED** this the 12<sup>th</sup> day of December, 2023.

**ATTEST:**

**CITY OF BURNET, TEXAS**

\_\_\_\_\_  
Kelly Dix, City Secretary

\_\_\_\_\_  
Gary Wideman, Mayor



DOGGETT FREIGHTLINER OF SOUTH TEXAS LLC - AUSTIN

1701 Smith Rd.
Austin, Texas 78721

Bus: 512-389-0000
Fax: 512-389-2663

INV #:
DATE: 12/4/2023
INVOICE / BUYER'S ORDER

BUYER'S NAME: CITY OF BURNET
TELEPHONE: 512756-2402
ADDRESS: 1001 BUCHANAN DRIVE STE 4
CITY: BURNET STATE: TX ZIP CODE: 78611
YEAR: 2025 MAKE: FREIGHTLINER MODEL/BODY: M2106 PLUS VIN: TBD LICENSE PLATE:

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY CHARGED TO BUYER FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.
UN PAGO DOCUMENTAL NO ES UN CARGO OFICIAL. LA LEYNO EXIGUE SE IMPONGA UN CARGO DOCUMENTAL. PERO ESTE PODRIA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACION EN RELACION CON LE VENTA. UN CARGO DOCMENTAL NO PUEDI EXCEDER UNA CANIDAD PAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACION SE EXIGUE POR LA LEY.

Table with columns for MILEAGE, TIPS CONTRACT #230802, CHASSIS BASE MODEL PRICE (\$79,219.00), OPTION CONTENT (\$30,770.00), 15' OX DUMP BODY 14-15 YD. W/ELECTRIC TARP (\$23,863.00), 45 TON PINTLE HITCH, DELIVERY TO BURNET (\$375.00)

CUSTOMER COPY

Disclaimer of Warranties
The above described vehicle sold by Freightliner of Ausitin is sold as is, without either express or implied warranties of any kind by Freightliner of Austin, including warranties of merchantability or fitness, and Buyer will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the vehicle, unless a writte warranty by, or service contract with Freightliner of Austin covering the describe vehicle is delivered to Buyer in conjunction with or within 90 days following the time of sale, but such vehicle or any of its component parts may be subject to warranty by the manufacuter thereof.

Table with columns for PAYOFF TO, ADDRESS, TELEPHONE, FAX, GOOD UNTIL, QUOTED BY, SHOW LIEN TO, DATED, DRAFT FOR \$, DRAFT THRU, ADDRESS, TOTAL (\$134,227.00), (Trade Allowance) (\$0.00), TRADING DIFFERENCE (\$134,227.00), SALES TAX (\$0.00), DEALER'S INVENTORY TAX (\$0.00), LICENSE FEE (\$0.00), DOCUMENTARY FEE (\$0.00), FEDERAL EXCISE TAX (\$0.00), TOTAL SALE PRICE (\$134,227.00), PAYOFF ON TRADE (\$0.00), EXT. WARRANTY (\$0.00), LESS DEPOSIT (\$0.00), Total Balance Due (\$134,227.00)

\*\*The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.
The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions on the contract of sale.
La informacion que aparece en la ventanilla de este vehiculo forma parte de este contrato. La informacion contenida en el formulario de la ventanilla anula cualquier prevision que establezca contratio y quy aparezca en el contrato de venta. If a credit purchase, this is an offer to purchase only. Buyer offers to purchase vehicle on credit terms described herein and no contractual relationship is created. This order does not constitute an agreement for the extension of credit. Manufacturer/Distributor reserves the right to change the price of new vehicles to Seller without notice. In the event that the price to Seller of the new vehicle ordered hereunder is changed prior to delivery to Buyer, Buyer agrees and accepts that the cash delivered price will be changed accordingly. If the Buyer's used vehicle trade-in is not delivered to the Seller until delivery of the new vehicle, the trade-in will be reappraised at that time and Buyer agrees that such reappraised value shall determine the allowance, if any, made for the trade-in. Buyer agrees to deliver the original bill of sale and the title to an trade-in along with the delivery of the trade-in and further agrees to execute and all documents necessary or required to transfer legal title and ownership to Seller or its assigns. Buyer warrants the trade-in to be his property and free and clear of all liens and encumbrances except as otherwise noted herein. Buyer further warrants that the trade-in has not been declared rebuilt salvage, reconditioned, nonrrpairable, or flood damaged and that the emission systems have not been tampered with and are in the condition as originally manufactured, except for ordinary wear, unless so disclosed. Seller makes no representations, concerning fuel economy of the sale unit and any information posted on the sale unit or contained in literature relating to the same reflect the results of tests performed, required or prescribed by government agency, upon which Seller has relied. It is expressly agreed to and understood by Buyer and Seller that is the event of a non-credit transaction, Seller retains a security interest in the purchased vehicle until such time as Buyer has paid the Seller for the vehicle. Buyer agrees to all the above listed charges.

BUYER'S SIGNATURE: \_\_\_\_\_ SELLER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## S P E C I F I C A T I O N   P R O P O S A L

Description	Weight Front	Weight Rear
<b>Price Level</b>		
M2 PRL-28M (EFF:MY25 ORDERS)		
<b>Data Version</b>		
SPECPRO21 DATA RELEASE VER 022		
<b>Vehicle Configuration</b>		
M2 106 PLUS CONVENTIONAL CHASSIS	5,709	3,450
2025 MODEL YEAR SPECIFIED		
SET BACK AXLE - TRUCK		
TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560	10	10
LH PRIMARY STEERING LOCATION		
<b>General Service</b>		
TRUCK/TRAILER CONFIGURATION		
DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
EPA EMISSIONS CERTIFICATION FOR REGISTRATION OUTSIDE CARB STATES - EPA CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR)		
NO STATE/PROVINCE INITIAL REGISTRATION SELECTED		
CONSTRUCTION SERVICE		
GOVERNMENT BUSINESS SEGMENT		
BUILDING MATERIAL COMMODITY		
TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
MAXIMUM 8% EXPECTED GRADE		
SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		



Description	Weight Front	Weight Rear
MEDIUM TRUCK WARRANTY		
EXPECTED FRONT AXLE(S) LOAD : 13220.0 lbs		
EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs		
EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 53220.0 lbs		
EXPECTED GROSS COMBINATION WEIGHT : 80000.0 lbs		

**Truck Service**

END DUMP BODY  
 OX BODIES (TBEI)  
 EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in

**Engine**

CUM L9 300 HP @ 2200 RPM; 2200 GOV RPM, 860 LB-FT @ 1200 RPM	640	30
--	-----	----

**Electronic Parameters**

75 MPH ROAD SPEED LIMIT  
 CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT  
 ONE REMOTE PTO SPEED  
 PTO SPEED 1 SETTING - 800 RPM  
 PTO MINIMUM RPM - 650  
 REGEN INHIBIT SPEED THRESHOLD - 5 MPH  
 PTO 1, DASH SWITCH, STATIONARY OPERATION  
 ENGINE MOUNT PTO, DASH SWITCH ENGAGES PTO MODE, DRIVING OPERATION

**Engine Equipment**

EPA 2010/GHG 2024 CONFIGURATION		
STANDARD OIL PAN		
ENGINE MOUNTED OIL CHECK AND FILL		
SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES	10	
BATTERY BOX FRAME MOUNTED		
STANDARD BATTERY JUMPERS		



Description	Weight Front	Weight Rear
SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
NON-POLISHED BATTERY BOX COVER		
POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	2	
POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS		
CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
AIR COMPRESSOR DISCHARGE LINE		
ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20	
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER		
10 FOOT 00 INCH (120 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
STANDARD CURVE BRIGHT UPPER STACK(S)		
RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
6 GALLON DIESEL EXHAUST FLUID TANK		
100 PERCENT DIESEL EXHAUST FLUID FILL		
LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
STANDARD DIESEL EXHAUST FLUID TANK CAP		
ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD(S)		
AIR POWERED ON/OFF ENGINE FAN CLUTCH		

Description	Weight Front	Weight Rear
AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
CUMMINS SPIN ON FUEL FILTER		
COMBINATION FULL FLOW/BYPASS OIL FILTER		
FLEETGUARD PLAIN COOLANT FILTER		
900 SQUARE INCH ALUMINUM RADIATOR	15	
ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
RADIATOR DRAIN VALVE		
LOWER RADIATOR GUARD		
ALUMINUM FLYWHEEL HOUSING		
ELECTRIC GRID AIR INTAKE WARMER		
DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		

**Transmission**

ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
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**Transmission Equipment**

ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV

ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES

PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY

SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY

PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE



Description	Weight Front	Weight Rear
SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
QUICKFIT BODY LIGHTING CONNECTOR AT END OF FRAME, WITH BLUNTCUTS		
ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
CUSTOMER INSTALLED MUNCIE CS10 SERIES PTO		
PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON		
MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
TRANSMISSION PROGNOSTICS - ENABLED 2013		
WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

**Front Axle and Equipment**

DETROIT DA-F-13.3-3 13,300# FF1 71.5 KPI/3.74  
 DROP SINGLE FRONT AXLE  
 MERITOR 15X4 Q+ CAM FRONT BRAKES  
 NON-ASBESTOS FRONT BRAKE LINING  
 CAST IRON OUTBOARD FRONT BRAKE DRUMS  
 FRONT OIL SEALS  
 VENTED FRONT HUB CAPS WITH WINDOW,  
 CENTER AND SIDE PLUGS - OIL  
 STANDARD SPINDLE NUTS FOR ALL AXLES



Description	Weight Front	Weight Rear
MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
TRW THP-60 POWER STEERING POWER STEERING PUMP		
2 QUART SEE THROUGH POWER STEERING RESERVOIR		
MINERAL SAE 80/90 FRONT AXLE LUBE		
<b>Front Suspension</b>		
13,300# TAPERLEAF FRONT SUSPENSION	75	
MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
FRONT SHOCK ABSORBERS		
<b>Rear Axle and Equipment</b>		
MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE		2,500
5.29 REAR AXLE RATIO		
IRON REAR AXLE CARRIER WITH OPTIONAL HEAVY DUTY AXLE HOUSING		30
MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES		
MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES		
DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30
(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE		
INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH		
INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH, ENGAGE <5 MPH, DISENGAGE >25 MPH		
MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
NON-ASBESTOS REAR BRAKE LINING		
BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
CAST IRON OUTBOARD REAR BRAKE DRUMS		-20
REAR OIL SEALS		
WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS		20
HALDEX AUTOMATIC REAR SLACK ADJUSTERS		

Description	Weight Front	Weight Rear
CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
<b>Rear Suspension</b>		
TUFTRAC GEN2 40,000# REAR SPRING SUSPENSION		865
9.5 INCH NOMINAL RIDE HEIGHT (460MM GLOBAL REFERENCE HEIGHT)		
AXLE CLAMPING GROUP		
55 INCH AXLE SPACING		
FORE/AFT AND TRANSVERSE CONTROL RODS		
REAR SHOCK ABSORBERS - ONE AXLE		
<b>Pusher / Tag Equipment</b>		
NO PUSHER/TAG BRAKE DUST SHIELDS		
<b>Brake System</b>		
AIR BRAKE PACKAGE		
WABCO 4S/4M ABS WITH TRACTION CONTROL		
REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
FIBER BRAID PARKING BRAKE HOSE		
STANDARD BRAKE SYSTEM VALVES		
STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
STD U.S. FRONT BRAKE VALVE		
RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
BW AD-IS (DRM) BRAKE LINE AIR DRYER WITH SHIELD, HEATER AND INTEGRAL RESERVOIR		
AIR DRYER RESERVOIR MOUNTED		
STEEL AIR BRAKE RESERVOIRS		
PULL CABLES ON ALL AIR RESERVOIR(S)		
<b>Trailer Connections</b>		
NO TRAILER AIR HOSE		
NO AIR HOSE HANGER		
AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS		
PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION		
SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME		

Description	Weight Front	Weight Rear
NO TRAILER ELECTRICAL CABLE		
<b>Wheelbase &amp; Frame</b>		
4775MM (188 INCH) WHEELBASE		
11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	70	130
1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	130	350
2025MM (80 INCH) REAR FRAME OVERHANG FRAME OVERHANG RANGE: 71 INCH TO 80 INCH	-30	120
CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 122.44 in		
CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 119.44 in		
CALC'D FRAME LENGTH - OVERALL : 305.09 in		
CALCULATED FRAME SPACE LH SIDE : 40.8 in		
CALCULATED FRAME SPACE RH SIDE : 68.09 in		
SQUARE END OF FRAME		
FRONT CLOSING CROSSMEMBER		
STANDARD WEIGHT ENGINE CROSSMEMBER		
STANDARD CROSSMEMBER BACK OF TRANSMISSION		
STANDARD MIDSHIP #1 CROSSMEMBER(S)		
STANDARD REARMOST CROSSMEMBER		
HEAVY DUTY SUSPENSION CROSSMEMBER		30
<b>Chassis Equipment</b>		
THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
FRONT TOW HOOKS - FRAME MOUNTED	15	
BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
NO MUDFLAP BRACKETS		
NO REAR MUDFLAPS		
FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
HUCK-SPIN ROUND COLLAR CHASSIS FASTENERS		
EXTERIOR HARNESSSES WRAPPED IN ABRASION TAPE, SECONDARY COVERING, & CONNECTOR PROTECTION		

Description	Weight Front	Weight Rear
CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
<b>Fifth Wheel</b>		
NO FIFTH WHEEL		
<b>Fuel Tanks</b>		
80 GALLON/302 LITER RECTANGULAR ALUMINUM FUEL TANK - LH RECTANGULAR FUEL TANK(S) PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS FUEL TANK(S) FORWARD 10 GALLONS ADDITIONAL FUEL PLAIN STEP FINISH FUEL TANK CAP(S)	40	10
DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT PREHEATER" EQUIFLO INBOARD FUEL SYSTEM HIGH TEMPERATURE REINFORCED NYLON FUEL LINE	-5	
<b>Tires</b>		
MICHELIN X WORKS Z 11R22.5 16 PLY RADIAL FRONT TIRES	42	
MICHELIN XDN2 11R22.5 16 PLY RADIAL REAR TIRES		160
<b>Hubs</b>		
CONMET PRESET PLUS PREMIUM IRON FRONT HUBS CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
<b>Wheels</b>		
ACCURIDE 28828 22.5X8.25 10-HUB PILOT 6.18 INSET 2-HAND HD STEEL DISC FRONT WHEELS	26	
ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS FRONT WHEEL MOUNTING NUTS REAR WHEEL MOUNTING NUTS		104
<b>Cab Exterior</b>		

Description	Weight Front	Weight Rear
106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB AIR CAB MOUNTING NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE LH AND RH GRAB HANDLES HOOD MOUNTED CHROMED PLASTIC GRILLE CHROME HOOD MOUNTED AIR INTAKE GRILLE FIBERGLASS HOOD	5	
HOOD LINER, ADDED FIREWALL AND FLOOR HEAT INSULATION	5	
DUAL 24 INCH ROUND POLISHED ALUMINUM AIR HORNS ROOF MOUNTED SINGLE ELECTRIC HORN DUAL HORN SHIELDS	8	
REAR LICENSE PLATE MOUNT END OF FRAME INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL LED AERODYNAMIC MARKER LIGHTS NO DAYTIME RUNNING LIGHTS INTEGRAL LED STOP/TAIL/BACKUP LIGHTS STANDARD FRONT TURN SIGNAL LAMPS DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE DOOR MOUNTED MIRRORS 102 INCH EQUIPMENT WIDTH LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS STANDARD SIDE/REAR REFLECTORS		
COMPOSITE EXTERIOR SUN VISOR 63X14 INCH TINTED REAR WINDOW TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS RH AND LH ELECTRIC POWERED WINDOWS 1-PIECE SOLAR GREEN GLASS WINDSHIELD 2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED	10	

**Cab Interior**

PROFESSIONAL TRIM PACKAGE



Description	Weight Front	Weight Rear
MIST AND CARBON CLOTH INTERIOR "PROFESSIONAL"		
CARBON WITH BASE BLACK ACCENT		
MOLDED PLASTIC DOOR PANEL		
MOLDED PLASTIC DOOR PANEL		
BLACK MATS WITH SINGLE INSULATION		
ASH CUP AND (1)LIGHTER, (1)12V POWER OUTLET, (1)DASH MTD DUAL USB-C OUTLET		
FORWARD ROOF MOUNTED CONSOLE		
CENTER STORAGE CONSOLE MOUNTED ON BACKWALL	20	
LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS		
DIGITAL ALARM CLOCK IN DRIVER DISPLAY		
(2) CUP HOLDERS LH AND RH DASH		
M2/SD DASH		
5 LB. FIRE EXTINGUISHER	10	
HEATER, DEFROSTER AND AIR CONDITIONER		
STANDARD HVAC DUCTING		
MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
STANDARD HEATER PLUMBING		
VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
BINARY CONTROL, R-134A		
PREMIUM INSULATION		
SOLID-STATE CIRCUIT PROTECTION AND FUSES		
12V NEGATIVE GROUND ELECTRICAL SYSTEM		
STANDARD LED CAB LIGHTING		
REMOTE KEYLESS ENTRY AND 2 TRANSMITTERS		
DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
KEY QUANTITY OF 3		
LH AND RH ELECTRIC DOOR LOCKS		
TRIANGULAR REFLECTORS WITHOUT FLARES	10	
BASIC ISRINGHAUSEN HIGH BACK AIR	30	
SUSPENSION DRIVERS SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION		
BASIC ISRI HIGH BACK NON SUSPENSION PASSENGER SEAT		



Description	Weight Front	Weight Rear
DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS	4	
LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER		
BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER		
BLACK SEAT BELTS		
ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES		
DRIVER AND PASSENGER INTERIOR SUN VISORS		

### Instruments & Controls

INTEGRATED UPPER & LOWER STORAGE PANELS		
ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK		
BLACK GAUGE BEZELS		
LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS		
97 DB BACKUP ALARM		3
ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		
HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
2 INCH ELECTRIC FUEL GAUGE		
ENGINE REMOTE INTERFACE WITH ONE OR MORE SET SPEEDS		
QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH CAPS		

Description	Weight Front	Weight Rear
NO ADDITIONAL EXTRA SWITCH ACCUATORS ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE 2 INCH TRANSMISSION OIL TEMPERATURE GAUGE ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE NO OBSTACLE DETECTION SYSTEM NO DR ASSIST SYSTEM NO VEHICLE STABILITY ADVISOR OR CONTROL NO LANE DEPARTURE WARNING SYSTEM ELECTRIC ENGINE OIL PRESSURE GAUGE AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939 DASH MOUNTED RADIO (2) RADIO SPEAKERS IN CAB AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF ROOF/OVERHEAD CONSOLE CB RADIO PROVISION STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER STANDARD VEHICLE SPEED SENSOR ELECTRONIC 3000 RPM TACHOMETER DETROIT CONNECT PLATFORM HARDWARE 3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL IGNITION SWITCH CONTROLLED ENGINE STOP		



Description	Weight Front	Weight Rear
ONE EXTRA HARDWIRED SWITCH IN DASH, ROUTE TO UNDER CAB, BLUNTCUT HARDWIRE SWITCH #1, ON/OFF LATCHING, 10 AMPS BATTERY POWER (1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN BW TRACTOR PROTECTION VALVE NO TRAILER HAND CONTROL BRAKE VALVE DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY		

**Design**

PAINT: ONE SOLID COLOR

**Color**

CAB COLOR A: L0006EY WHITE ELITE EY  
 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS  
 PAINT  
 POWDER WHITE (N0006EA) FRONT  
 WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)  
 POWDER WHITE (N0006EA) REAR  
 WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)  
 BUMPER PAINT: FP24812 ARGENT SILVER  
 DUPONT FLEX  
 SUNVISOR PAINTED SAME AS CAB COLOR A  
 NO CAB/BODY EXTERIOR DECALS  
 STANDARD E COAT/UNDERCOATING

**Certification / Compliance**

U.S. FMVSS CERTIFICATION, EXCEPT SALES  
 CABS AND GLIDER KITS

**Sales Programs**

BUSINESS QUOTE SALES PROGRAM



**T O T A L   V E H I C L E   S U M M A R Y**

**Weight Summary**

	<b>Weight Front</b>	<b>Weight Rear</b>	<b>Total Weight</b>
Factory Weight <sup>+</sup>	7128 lbs	7907 lbs	15035 lbs
Total Weight <sup>+</sup>	7128 lbs	7907 lbs	15035 lbs

(+) Weights shown are estimates only.  
 If weight is critical, contact Customer Application Engineering.

(\*\*\*) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.





**CITY COUNCIL  
MEETING**

**DECEMBER 12, 2023**

# ITEM 4.8

► Consideration and action on A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING THE PURCHASE OF A 2025 FREIGHTLINER M2106 DUMP TRUCK FOR THE WATER/WASTEWATER DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE AGREEMENT ON BEHALF OF THE CITY.





CURRENT TRUCK  
IN NEED OF  
REPLACEMENT



# Discussion

- ▶ Discuss and approve Resolution R2023-85 as presented



## Airport

## ITEM 4.9

Adrienne Feild  
Administrative Services/Airport  
Manager  
(512)-756-3214  
afeild@cityofburnet.com

### Action

**Meeting Date:** December 12, 2023

**Agenda Item:** Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE EXPENDITURE OF \$30,000 IN ADDITIONAL SPONSOR SHARE AND DIRECTING THE CITY MANAGER TO SIGN APPROPRIATE PAPERWORK, WITH THE STATE OF TEXAS, REPRESENTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR THE AIRPORT PAVING PROJECT CSJ-2314BRNET: A.Feild

**Background:** The City of Burnet and the Texas Department of Transportation (TxDOT) are partnering up to pave with fog seal the airport's runway, taxiways, and ramp areas. This project is 90% funded by a planning grant from the federal government, and the City's match is 10%.

On January 10, 2023, City Council approved the expenditure of \$122,500 and directed the City Manager to sign appropriate documents. Through the project planning phase, Staff and the project Consultant met numerous times and had the opportunity to test the original scoped product(P-608). Ultimately the Consultant and Staff decided that the original product was not suited for our airport pavement. The Consultant and TxDOT recommended P-629(Grip-Flex Type C Sand Slurry), after analyzing the products side by side on our airport pavement it was clear the P-629(Grip-Flex Type C Sand Slurry) was the superior choice.

**Information:** This resolution authorizes \$30,000 additional matching funds along with authorizing the City Manager to sign appropriate paperwork.

**Fiscal Impact:** The project's total cost is \$1,525,000; 90% of the project will be paid for by a federal planning grant, while the City's responsibility is 10% of the total cost.

Upon passage of this resolution; Council is authorizing an impact of of \$30,000.00 on the Airport Fund.

**Recommendation:** Staff recommends approving Resolution R2023-86 as presented.

**RESOLUTION NO. R2023-86**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE EXPENDITURE OF \$30,000 IN ADDITIONAL SPONSOR SHARE AND DIRECTING THE CITY MANAGER TO SIGN APPROPRIATE PAPERWORK, WITH THE STATE OF TEXAS, REPRESENTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR THE AIRPORT PAVING PROJECT CSJ-2314BRNET.**

**WHEREAS**, the City and the Texas Department of Transportation, have entered into an Airport Project Participation Agreement TxDOT CSJ Number 2314BRNET, executed on May 4, 2023; and

**WHEREAS**, the general description of the project is described as: surface treat Runway 1-19 and apron and taxiways at Burnet Municipal Airport - Kate Craddock Field; and

**WHEREAS**, it is in the mutual interest of the City and the State to increase the grant by \$300,000 for additional project costs and add state funding; and

**WHEREAS**, total project cost is estimated to be \$1,525,000, and the City of Burnet is responsible for 10% of the total project costs, estimated to be \$152,500; and

**WHEREAS**, TxDOT has received \$122,500 of the City's share, and are requesting the remaining \$30,000.

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

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

**Section two. Agreement/Funding Approval.** That the City of Burnet has accessible the required remaining matching funds. That the City of Burnet accepts this project and the Federal funding through TxDOT as its acting agent.

**Section three. Authorization.** The Mayor is hereby authorized to execute instruments in substantial form as the attachment and execute such ancillary documents and takes such related actions reasonably necessary to facilitate the intent of this Resolution.

**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 12<sup>th</sup> day of December 2023.

**CITY OF BURNET, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Gary Wideman, Mayor

\_\_\_\_\_  
Kelly Dix, City Secretary

**TEXAS DEPARTMENT OF TRANSPORTATION  
AIRPORT PROJECT PARTICIPATION AGREEMENT**

(Federally and State Assisted Airport Development)

TxDOT Project No.: 2314BRNET  
Commission Approval: February 23, 2022  
October 26, 2023  
NPE Funds Applied: FY20, FY21  
UEI:V3DRF9YK7MB5  
ALN: 20.106

Amendment No. 01 to the Agreement

**Part I - Identification of the Project**

TO: City of Burnet, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

City of Burnet, Texas, hereinafter referred to as the "Sponsor," and the Texas Department of Transportation, hereinafter referred to as the "State," have entered into an Airport Project Participation Agreement TxDOT CSJ Number 2314BRNET, executed by the Sponsor on May 4, 2023, and by the State on May 4, 2023, for the development of Burnet Municipal Airport - Kate Craddock Field, hereinafter referred to as the "Airport".

The project is described as design and construction services to: surface treat Runway 1-19 and apron and taxiways at Burnet Municipal Airport - Kate Craddock Field.

It is in the mutual interest of the Sponsor and the State to increase the grant by \$300,000 for additional project costs and add state funding.

Part II - Offer of Financial Assistance, estimates total project costs to be \$1,225,000; and financial assistance is currently limited to \$1,102,500 in federal funds and \$122,500 in local sponsor funds.

The following amendment to the Airport Project Participation Agreement shall become effective upon execution of this Amendment by the Sponsor and the State.

The Airport Project Participation Agreement is amended as follows:

1. On Part II, Item No. 2 of the Agreement, change Amount A, estimated total construction costs, and any further references in the Agreement to Amount A, to \$1,525,000.

2. On Part II, Item No. 2 of the Agreement, change Amount B, estimated construction costs eligible for federal and state financial assistance, and any further references in the Agreement to Amount B, to \$1,525,000.

3. On Part II, Item 3 of the Agreement, change Amount C, the maximum obligation of the United States and State Treasury payable under this offer, and any further references in the Agreement to Amount C, to \$1,372,500.

4. On Part II, Item 4 of the Agreement, change Amount D, Sponsor's share of the estimated construction costs, and any further references in the Agreement to Amount D, to \$152,500.

All other terms and conditions of the agreement are unchanged and remain in full force and effect.

This Amendment to the Airport Project Participation Agreement between City of Burnet, Texas, and the Texas Department of Transportation is mutually agreed to and accepted.

City of Burnet, Texas  
Sponsor

\_\_\_\_\_  
Sponsor Signature

\_\_\_\_\_  
Sponsor Title

\_\_\_\_\_  
Date

**Execution by the State**

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS  
TEXAS DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

Date: \_\_\_\_\_



125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

**INVOICE**

December 5, 2023

Mr. David Vaughn  
City Manager, City of Burnet  
P O Box 1369  
Burnet, Texas 78611

RE: TXDOT Project No.: 2314BRNET  
Fund Source: 06650

Dear Mr. Vaughn,

The current estimate for the above reference construction project is \$1,525,000. The Sponsors Share of the estimated cost is \$152,500, our records indicated that we have received \$122,500 and are requesting the remaining \$30,000. Please remit the Sponsors Share to an address shown below not later than November 27, 2023. *Please be aware, it can take between 2-3 weeks from when the check is mailed until we receive it due to the Post Office processing and delivery.*

**Texas Department of Transportation**  
**ATTN: Tanya Rodriguez**  
**Finance Revenue- Accounts Receivable**  
**6230 E. Stassney Lane**  
**Austin, Texas 78744**

Or for **WIRING ONLY** use the following information:

Financial Institution: Austin Texas Comptroller Austin  
Routing Number: 114900164  
Account Number: Comptroller of Public Accounts Treasury Operations  
Account Number to Credit: 463600001  
Reference: TxDOT Aviation CSJ: 2314BRNET  
Attention: 601-Texas Dept. of Transportation – Aviation division  
Tanya Rodriguez

If you would like to use **ACH- Automated Clearing House** – please contact me for those instructions. It has a different routing account.

If you have any questions, need additional information, please contact me at 512/416-4504.

Sincerely,

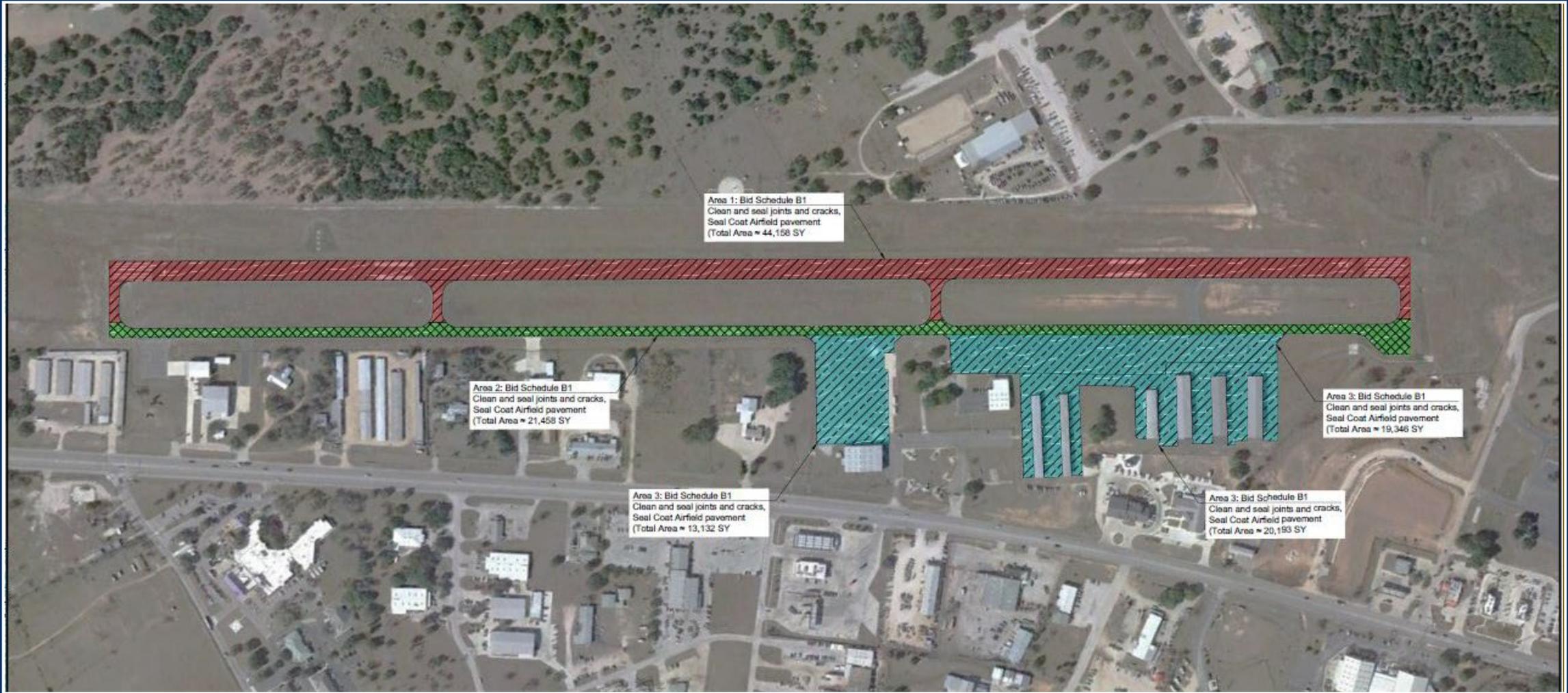
Becky Vick  
Grant Manager  
cc: Tanya Rodriguez, Finance

OUR VALUES: *People • Accountability • Trust • Honesty*  
OUR MISSION: *Connecting You With Texas*

An Equal Opportunity Employer

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING THE EXPENDITURE OF \$30,000 IN ADDITIONAL SPONSOR SHARE AND DIRECTING THE CITY MANAGER TO SIGN APPROPRIATE PAPERWORK, WITH THE STATE OF TEXAS, REPRESENTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR THE AIRPORT PAVING PROJECT CSJ-2314BRNET:

ADRIENNE FEILD, ADMINISTRATIVE SERVICES/ AIRPORT MANAGER



# TXDOT STATEWIDE PAVEMENT MAINTENANCE PROJECT

**P608 Test Section**



**P629 Test Section**



## **BACKGROUND**

- City of Burnet and TxDOT are partnering up to pave with fog seal the airport's runway, taxiways, and ramp areas.
- This project is 90/10 matching grant from TxDOT.
- January 10, 2023, City Council approved the expenditure of \$122,500(10% Match)

## **PROJECT AMENDMENT**

- Original proposed product was not suited for our airport pavement.
- Consultant, City Staff, and TxDOT recommended P-629(Grip-Flex Type C Sand Slurry)

## **FISCAL IMPACT**

- \$30,000.00 expenditure to the Airport Fund

Note: The project's total cost is \$1,525,000; 90% of the project will be paid for by a federal planning grant, while the City's responsibility is 10% of the total cost.

QUESTIONS/  
COMMENTS





## Administration

## ITEM 4.10

Adrienne Feild  
Administrative  
Services/Airport Manager  
512-715-3214  
afeild@cityofburnet.com

## Action

**Meeting Date:** December 12, 2023

**Agenda Item:** Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING AN AIRPORT HANGAR FACILITY USE AGREEMENT WITH THE HIGHLAND LAKES SQUADRON OF THE COMMEMORATIVE AIR FORCE, INC.(CAF): A. Feild

**Background:** Burnet Municipal Airport has been the home of the Highland Lakes Squadron Commemorative Air Force since 1992, with their current lease expiring October 2023; Staff, CAF Lease Evaluation Committee, and the CAF Squadron took this opportunity to collaborate on new agreement(s). Through these efforts three agreement(s) were formed; 1. CAF Airport Hangar Facility Use Agreement; 2. CAF HOT Agreement; 3. CAF Sponsor Agreement.

**Information:** The term of this Agreement shall commence on October 1, 2023, and shall end on September 30, 2026. (36 months).

**Fiscal Impact** This Agreement will have a positive financial impact to the Airport Fund, see attached *Airport Hangar Facility Use Agreement Exhibit "A" Rent Schedule*.

**Recommendation:** Approve Resolution No. R2023-88 as presented.

## RESOLUTION NO. R2023-88

### A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING AN AIRPORT HANGAR FACILITY USE AGREEMENT WITH THE HIGHLAND LAKES SQUADRON OF THE COMMEMORATIVE AIR FORCE, INC.(CAF)

**WHEREAS**, the City currently owns and operates an airport known as the Burnet Municipal Airport (hereinafter called the "Airport"), located in Burnet County Texas, and

**WHEREAS**, the CAF is an organization exempt from federal income taxation under Section 501(a) of the Code by virtue of being described in Section 501(c)(3) of the Internal Revenue Code.

**WHEREAS**, pursuant to this Agreement the City desires to granted to CAF certain rights, privileges and uses therein as necessary to conduct its limited aviation services, and

**WHEREAS**, the CAF desires to enter into an Airport Hangar Facility Use Agreement with City of Burnet for a portion of the City of Burnet's hangar where the current City Council Chamber is located, and

**WHEREAS**, the Parties agree that the obligation to perform the terms, covenants and conditions of this Agreement is sufficient consideration to make this Agreement a legally enforceable contract.

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

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

**Section two. Approval.** The CAF Airport Hangar Facility Use Agreement attached is hereby approved.

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

**Section 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 12<sup>th</sup> day of December 2023.

**CITY OF BURNET, TEXAS**

---

Gary Wideman, Mayor

**ATTEST:**

---

Kelly Dix, City Secretary

**Airport Hangar Facility Use Agreement.**

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

This Airport Hangar Facility Use Agreement (hereinafter "*Agreement*") is entered into as of the Effective Date stated below, by and between the **CITY OF BURNET, TEXAS**, a Texas home rule city and municipal corporation (hereinafter "*City*") and the **HIGHLAND LAKES SQUADRON OF THE COMMEMORATIVE AIR FORCE, INC.**, (hereinafter "*CAF*"); and the Parties agree as follows:

**WITNESSETH**

**WHEREAS**, the City currently owns and operates an airport known as the Burnet Municipal Airport (hereinafter called the "*Airport*"), located in Burnet County Texas, and

**WHEREAS**, the CAF is an organization exempt from federal income taxation under Section 501(a) of the Code by virtue of being described in Section 501(c)(3) of the Internal Revenue Code.

**WHEREAS**, pursuant to this Agreement the City desires to granted to CAF certain rights, privileges and uses therein as necessary to conduct its limited aviation services, and

**WHEREAS**, the Parties agree that the obligation to perform the terms, covenants and conditions of this Agreement is sufficient consideration to make this Agreement a legally enforceable contract:

**NOW, THEREFORE**, the City and the CAF, for and in consideration of the covenants and mutual agreements hereinafter contained, do hereby covenant, and agree as follows:

**ARTICLE I - DEMISED PREMISES**

**Section 1.01 DESCRIPTION OF PREMISES.** For and in consideration of the terms, conditions, and covenants of this Agreement to be performed by the CAF, the City hereby provides to, demises and lets unto the CAF, a portion of the City of Burnet's hangar where the current City Council Chamber is located at Kate Craddock Field, 2402 South Water Street, Burnet, Texas, save and except from this Agreement, the area used for City Council Chamber, kitchen, the second floor areas, outdoor areas surrounding the hangar, and any other areas as may be designated for use by the City or City's assigns. The CAF shall have the right to utilize the bathrooms and lobby areas to the extent such use does not interfere with use of same by the City.

---

CAF            CITY

**Section 1.02 ACCEPTANCE OF PREMISES.** All structures and facilities on the Premises are accepted for use in an "as is" condition and all costs for adapting such facilities to the CAF's business purposes shall be borne by the CAF.

**Section 1.03 TERM.** The Term of this Agreement shall commence on October 1, 2023, (hereinafter "Effective Date"), and, shall end on September 30, 2026, unless terminated earlier as provided herein.

## ARTICLE II - COVENANTS AND CONDITIONS

**Section 2.01 RIGHT OF FLIGHT.** The City reserves unto itself, its patrons, visitors, and other lessees and their patrons, visitors, and employees, the right of flight for the passage of aircraft above the surface of the Premises, together with the right to cause in such air space such noise, dust, interference as may be inherent in the operation of aircraft now known or hereafter in use, including the right of using said air space for landing at, taking off from, or operating at or near the Airport.

**Section 2.02 INSPECTION.** The City shall be permitted to enter and view the Premises at any and all times, during normal business hours, for the purposes of inspecting or maintaining such Premises and doing any and all things with reference thereto which the City is obligated to do or which may be deemed necessary or desirable for the proper conduct and operation of the Airport and other City related activities.

**Section 2.03 LICENSES & PERMITS.** CAF hereby agrees that it shall, at its own cost and expense, procure and obtain all lawfully required licenses and permits, certificates and other authorizations required by any governmental authority in connection with or covering the operations or activities permitted to be performed by it under the provisions of this Agreement.

**Section 2.04 NON-ASSIGNMENT/SUBLETTING.** CAF may not assign this Agreement or sublet any part of Premises without the consent of the City Council. Any attempt to lease or sublet without Council consent shall be null and void. Neither the acceptance of rent from any assignee or sub-lessee, nor the passage of time after any such assignment or sublease, shall constitute a waiver of this prohibition. City's written approval to any particular such assignment or sublease shall not constitute City's approval of any subsequent assignment or sublease and shall not relieve the CAF from the performance of its obligations hereunder, including, but not limited to, the payment of Agreement Payment. Sale, assignment or change in the principals of the CAF shall be considered as an assignment for purposes of this section.

**Section 2.05 USE OF PREMISES.** The CAF shall not make, or allow to be used, any unlawful, improper or offensive use of the Premises, nor shall the CAF use the Premises, or any portion thereof, for any purposes other than the purposes described in this Agreement. The CAF is hereby granted authority to do the following:

- (a) The CAF shall utilize the Premises solely for the purpose of:

CAF Airport Hangar Facility Use Agreement

- (1) Storage and maintenance of vintage aircraft and associated tools, equipment, and supplies necessary for the maintenance of vintage aircraft and the facility
  - (2) Operation of an aviation exhibition hall.
  - (3) Operation of a museum and gift shop.
  - (4) Holding of meetings and social events.
  - (5) Operation of a fraternal organization.
- (b) The CAF is prohibited from doing the following:
- (1) Dispensing or storing fuel.
  - (2) Performing aircraft maintenance for remuneration.
  - (3) Selling aircraft or aircraft parts to the general public.
  - (4) Parking or storing anything other than vintage aircraft.
  - (5) Using the Premises for any illegal or unauthorized uses.
  - (6) Leaving vehicles, aircraft, or equipment unattended on the hangar ramp or other places upon the Airport property without written permission from the City.
  - (7) Allowing unauthorized access to the common areas in the absence of CAF supervision.
  - (8) Allowing access to the City occupied areas of the building.
  - (9) Using the Premises for sleeping purposes, unless permission is granted in writing by the City Manager for the express use which may be revoked at any time.
  - (10) Creating a safety hazard on the Premises or surrounding airport property.
  - (11) Storage and disposal of pesticides, herbicides, hazardous chemicals, fuel, oil and other chemicals.
  - (12) Any other activity not expressly authorized in this Agreement.

**Section 2.06 SIGNS.** CAF shall have the right, at its expense, to place in or on the Leased Premises described in Section 1.01 one or more signs identifying CAF. Such signs shall conform to City's Sign Ordinance, and shall be of a size, shape and design and at one or more locations approved by City. City's approval shall not be unreasonably withheld. Additionally, CAF may install two sign panels (one of each side of the sign) on the main Airport sign located along Hwy 281 South. The City shall waive the rental fee for the said signage. At the termination of this Agreement, CAF shall remove, at its expense, all lettering, signs and placards erected on the Airport.

**Section 2.07 USE OF AIRPORT FACILITIES.** During the Term of this Agreement, the City agrees that the CAF shall have access to the runways, taxiways, and apron immediately adjacent to the Premises now, or in the future, in existence on the Kate Craddock Field to the same extent that any other parties may have use thereof, subject to reasonable rules and regulations and non-discriminatory charges that may be imposed for use of the Airport facilities by the City, the Federal Aviation Administration (FAA), or any other governmental entity having jurisdiction or control over the use of such Airport facility. To assure the health and safety of Airport users, access may be restricted during City approved events or activities. Nothing in this Agreement shall be interpreted to grant free or unrestricted access to the Airport for the Bluebonnet Air Sho or any other event(s) or a guarantee that any such runways, taxiways, or aprons shall be available or accessible. Such access, or permission including dates and times of the Bluebonnet Air Sho or any other event, may be granted by the City subject to rules, regulations, and fees as adopted from time-to-time. The CAF must submit any and all required permit applications to the City for any event on City owned property.

**Section 2.08 SECURING AIRCRAFT.** The CAF accepts and recognizes that it or its agents are responsible for setting parking brakes, placing chocks and tying down and checking of all aircraft on the Premises. The CAF agrees to not park vehicles or aircraft in locations that inhibit the flow of traffic or other authorized users access.

**Section 2.09 ALTERATIONS.** Other than routine maintenance as noted in Section 2.10 herein, the CAF shall not make changes, alterations, additions or improvements (Changes) to the Premises without written consent of the City. The CAF shall submit in writing to the City any requested Changes and shall include plans, specifications, and any applicable submittals which substantially reflect the requested Changes. Changes must be approved, in writing, by the City prior to commencement of construction. The CAF shall be responsible for obtaining all permits and inspections, and payment of all fees to the same extent that any other parties may be required to do. Upon project completion the CAF shall deliver to City a copy of "as built" plans and specifications. The City, acting through its Building Inspector, shall inspect the improvements therein for the purpose of determining that construction conforms to the plans and specifications approved by the City, and to determine if the building and other improvements are being maintained as required in this Agreement. It shall be the CAF's responsibility to take such actions as are necessary to ensure that the construction of improvements, alterations, or additions and any later maintenance work is conducted without interference to other Airport lessees, the FAA, or aviation activity. Any activity which interferes with or endangers aviation activity shall be immediately discontinued. On termination of this Agreement, whether by lapse of time or

otherwise, all improvements permanently attached to the Premises shall remain for the benefit of and become the sole property of City. The CAF may remove all furniture, decorations, machinery, equipment, signs and paraphernalia installed upon the Premises by the CAF during the Term of this Agreement, but shall repair at its own expense all damage to the Premises or improvements caused by such removal. All future extensions or alterations to the wiring system, and all globes and electric lamps shall be paid for by the CAF.

**Section 2.10 MAINTENANCE OF LEASED PREMISES**

- (a) Maintenance of Premises by the CAF.
  - (1) The CAF agrees to be responsible for all maintenance and repair of all items on the Premises excluding City occupied spaces, HVAC, roof or building exterior. The CAF agrees that the Premises, together with all improvements, shall be maintained in a safe, clean and attractive condition at all times. The CAF shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse caused as a result of the CAF's activities. The CAF shall provide and use approved receptacles for all such garbage, trash, and other refuse.
  - (2) CAF may neatly store materials within the confines of the concrete slab currently existing immediately south of the CAF hangar in a manner that limits visibility from the public roadway. Piling of boxes, cartons, barrels or other similar items in an unattractive or unsafe manner outside the confines of the concrete slab or on or about the Premises, shall not be permitted.
  - (3) Storage of non-aviation equipment such as automobiles, boats, or farm equipment in any structures is prohibited. The CAF shall not store any materials, equipment, aircraft, vehicles, or portions thereof outside the Premises. Any violation of this subsection shall constitute a maintenance defect. A maintenance defect shall also include any defect on the Premises which is the responsibility of the CAF under Agreement.
  - (4) The City may provide notice to the CAF of any realized defective maintenance. The CAF shall have thirty (30) days from the postmark date of any City notice to correct the defect, save and except in the case of exigent circumstances. The CAF shall obtain approval from the City prior to making changes to the Premises as noted in Section 2.09 herein. Failure to correct the maintenance defect shall constitute authorization for the City to take corrective action. The CAF shall be required to reimburse the City for costs incurred not later than thirty (30) days from notification that such costs have occurred. Failure to pay the City in full shall constitute a default under this Agreement. If an emergency condition exists requiring immediate action to correct, the City shall have the right to take steps to correct the

defect and charge the CAF the costs for correcting emergency condition, provided the emergency was created by the actions or negligence of the CAF, the CAF's agents, employees, or other invitees of the CAF.

- (b) **Maintenance by the City.** The City shall be responsible for repairs to the City occupied spaces, HVAC, roof, and building exterior of the Premises, except that where, in the City's opinion, the proposed repairs exceed the useful value of either the Premises or the value of the Agreement, the City shall have the sole option to terminate the Agreement or, upon request of the CAF, authorize repairs to be paid for by the CAF.

**Section 2.11 UNAUTHORIZED STRUCTURES.** No signs, equipment, portable buildings, trailers, poles, towers, or other apparatus of any kind may be erected, moved in or installed on Airport property, except as specifically authorized by the City.

**Section 2.12 COVENANT OF TITLE, AUTHORITY AND QUIET POSSESSION.** The City represents and warrants that the City has full right and lawful authority to enter into and perform the City's obligations under this Agreement for the full Term as stated herein, and all extensions hereafter provided, and has title to the Premises.

City further covenants that if the CAF shall discharge the obligations herein set forth to be performed by the CAF, the CAF shall have and enjoy, during the Term hereof, and all extensions hereinafter provided, quiet and undisturbed possession of the Premises and all appurtenances appertaining thereto, together with the right to use the runways and taxiways of the Airport facility as contemplated herein to the same extent that any other similarly situated parties may have use thereof. Provided, however, that this Agreement is subject to the right of the United States of America to have exclusive or non-exclusive use, control and possession without charge, of the Airport or any portion thereof, during periods of national emergency; and further, subject to the right of the FAA, and United States Government under such Agreement including the right to take a portion of the Airport property for air traffic control activities, weather reporting activities or communication activities related to air traffic control. The City shall have superior right to use and/or close the Airport for purposes deemed appropriate by the City. When possible, the City shall provide notice of dates and times the Airport will be closed to use, and reserves the right to close for unforeseen events without notice.

**Section 2.13 GRANT COMPLIANCE.** The CAF agrees to comply with such enforcement procedures as the United States or State of Texas might demand that the City take in order to comply with the City's assurances required to obtain FAA or the Texas Department of Transportation (TxDot) grant funding or other action necessitated for Airport improvements.

**Section 2.14 NON-DISCRIMINATION.** The CAF, for themselves, their personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the Agreement that:

- (a) No person on the grounds of race, color, sex, religion, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination under any program or activity by the CAF; and,
- (b) That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, religion or nation origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and,
- (c) That the CAF shall use the Premises in compliance with all other requirements imposed by or pursuant to Code of Federal Regulations, Title 49, Transportation Subtitle A, Office of the Secretary of Transportation, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964, Section 21.5 Discrimination prohibited; and,
- (d) That the CAF shall at all times use the Premises in compliance with all Non-Discrimination laws, either in effect at the present time or those promulgated in the future, of the United States of America, the State of Texas, the City, and the FAA, or their successors.

**Section 2.15 ABIDE BY ALL LAWS.** The CAF agrees to abide by all laws, statutes, ordinances, rules and regulations of the Federal Aviation Administration, TxDot, State of Texas, Texas Commission on Environmental Quality, the Environmental Protection Agency, the City and of all other duly constituted public authorities having jurisdiction. No provision in this Agreement shall be construed as being in conflict with FAA Rules or other laws; and this Agreement shall be construed as being in harmony with such laws in the case of any conflict. The CAF agrees to conduct all activities on the Premises in accordance with the standards now established or that may be reasonably established later by any competent and lawful authority.

Notwithstanding anything herein contained that may be or appear to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are non-exclusive, and the City herein reserves the right to grant similar privileges to another lessee or lessees on other parts of the Airport.

**Section 2.16 TAX EXEMPT COVENANTS.**

- (a) Tax Covenants Operations. It is the understanding of the CAF that the City is obligated to Tax Covenants for the Premises through tax exempt funding. In connection with the issuance of the Tax-Exempt Bonds, the City has given covenants (the "Bond Covenants") to the holders of Tax-Exempt Bonds that the Premises will be used in a manner that assures that the Tax-Exempt Bonds continue to qualify as obligations within the meaning of Section 103 of the Internal Revenue Code (the "Code"). The CAF agrees not to use or permit the use of the Premises in a manner which would result in a violation of the Bond Covenants or which would otherwise adversely affect the federal income tax status of the Tax-Exempt Bonds under Section 103 of the Code. Moreover, in furtherance thereof, if the CAF is notified by the City that the Tax-Exempt Bonds have been selected for audit by

the Internal Revenue Service, the CAF agrees to provide to the City such information in its possession with respect to the Premises in order that the City may timely respond to any questions posed to it by the Internal Revenue Service. All provisions under this section shall apply to existing or future debt related to the Premises.

- (b) Tax Covenant – Maintenance of 501(c)(3) status. During the Term of this Agreement, the CAF will maintain its tax exempt status as a 501(c)(3) organization and that all of its use, and the uses it permits, of the Premises, will be in furtherance of its exempt purposes. The CAF agrees that in the event of the loss of its 501(c)(3) status, the City shall have the option of immediately terminating this Agreement. In such event, the CAF shall be permitted to remove any equipment that it has provided.

Representation and Warranties as to Tax-Exempt Status of the CAF. The CAF hereby represents and warrants as follows:

- (1) The CAF is an organization exempt from federal income taxation under Section 501(a) of the Code by virtue of being described in Section 501(c)(3) of the Code; and
- (2) The purposes, character, activities and methods of operation of the CAF have not changed materially since its organization and are not materially different from the purposes, character, activities and methods of operation at the time of its receipt of a determination by the Internal Revenue Service that it was an organization described in Section 501(c)(3) of the Code (the “Determination”); and
- (3) The CAF has not diverted a substantial part of its corpus or income for a purpose, or purposes, other than for which it is organized or operated and disclosed to the Internal Revenue Service in connection with the Determination; and
- (4) The CAF has not operated since its organization in a manner that would result in it being classified as an “action” organization within the meaning of Section 1.501(c)(3)-(1)(c)(3) of the Regulations including, but not limited to, by promoting or attempting to influence legislation by means of propaganda or otherwise; and
- (5) With the exception of the payment of compensation (and the payment or reimbursement of expenses) which is not excessive and is for personal services which are reasonable and necessary to carrying out the purposes of the CAF, no person controlled by any such individual, or individuals, nor any person having a personal or private interest in the activities of the CAF has acquired or received, directly or indirectly, any income or assets, regardless of form, of the CAF during the current Fiscal Year and the period, if any preceding the current Fiscal Year, other than as reported to the Internal Revenue Service by the CAF; and
- (6) The CAF is not a “private foundation” within the meaning of Section 509(a) of the Code; and

- (7) The CAF has not received any indication of notice whatsoever to the effect that its exemption under Section 501(c)(3) of the Code has been revoked or modified, or that the Internal Revenue Service is considering revoking or modifying such exemption, and such exemption is still in force and effect; and
- (8) The CAF has filed with the Internal Revenue Service all requests for determination, reports, and returns required to be filed by it and such requests for determination, reports and returns have not omitted or misstated any material fact and has notified the Internal Revenue Service of any changes in its organization and operation since the date of the application for the Determination; and
- (9) The CAF has not devoted more than an insubstantial part of its activities in furtherance of a purpose other than an exempt purpose within the meaning of Section 501(c)(3) of the Code; and
- (10) The CAF agrees that it will not use the Premises or any part thereof, or permit the Premises, or any part thereof, to be used in a manner which would violate the Establishment of Religion Clause of the First Amendment to the Constitution of the United States of America, including the decisions of the United States Supreme Court interpreting the same or any comparable provisions of the Constitution of the State, including the decisions in the Supreme Court of the State interpreting the same.

### ARTICLE III - CONSIDERATION, FEES, AND CHARGES

**Section 3.01 CONSIDERATION.** The Agreement Payment associated with this Agreement ("*Monthly Payments*") shall be in accordance with the Rent Schedule attached hereto as Exhibit "A".

**Section 3.02 UTILITIES.** The CAF shall pay for all utilities, including all applicable fees and deposits, associated with the use of the Premises. In the event that re-metering is necessary to assure proper allocation of utility consumption/billing within the Premises, the City shall notify the CAF of said re-metering a minimum of ninety (90) days prior to any billing changes as a result of re-metering.

**Section 3.03 USER CHARGES.** Nothing herein shall be deemed to relieve the CAF, patrons, invites, and others from any charges presently levied or subsequently adopted by the City for the use of Airport facilities.

**Section 3.04 DELINQUENT PAYMENT.** The CAF agrees that all Agreement payments are due and payable and shall be paid by the CAF without demand or notice in writing from the City. Monthly Payments shall be due on the first day of each month. A 10% penalty shall be applied to amounts owed for Monthly Payments not received by the City by the due date. Failure to pay any rental or the monetary penalty on delinquent Agreement Payments in accordance with the terms of this section shall constitute the CAF's default of this Agreement.

**Section 3.05 PLACE OF PAYMENT.** All payments made hereunder by the CAF shall be made to the City at the offices of the City; 1001 Buchanan Drive, Suite 4 or by mail at P.O. Box 1369, Burnet, TX 78611, unless notified in writing to the contrary by the City.

**Section 3.06 ADDITIONAL CONSIDERATION.** In addition to the rents described in this Article, CAF agrees to perform the tasks described below:

- (a) *Events.* The CAF shall host or participate in at least twelve events within Burnet County annually as follows:
  - (1) As approved by the City Manager, the CAF shall host at least six (6) events at the Airport, including the Blue Bonnet Air Sho.
  - (2) As approved by the City Manager, the CAF shall participate in other community events [up to six (6)] in Burnet County such as the City of Burnet Memorial Day Parade, the Bluebonnet Festival, or Christmas on the Square.
- (b) *The Blue Bonnet Air Sho.* The Blue Bonnet Air Sho is an annual event hosted by the CAF each year during the initial Term of the Agreement. During the Term of the Agreement extended by this First Amendment, the CAF shall host the Bluebonnet Air Sho at the Airport, the 3<sup>rd</sup> week of March each year, or such other time approved by the City Manager, in a manner similar in scope to that which was held during calendar year 2023.

#### ARTICLE IV - INSURANCE AND INDEMNIFICATION

**Section 4.01 INSURANCE.** As a condition precedent to the CAF's right to operate at said Airport, the CAF shall continuously maintain in effect during the Term of this Agreement and any extension thereof, at the CAF's expense, the following insurance coverage:

- (a) Comprehensive General (Public) Liability Insurance covering the Premises, the CAF, and the CAF's activities at the Airport which cause property damage or personal injury as a result of negligent or tortious conduct of the CAF, its agents, representatives, employees, visitors, licensees and invitees. Liability insurance limits shall be in the following minimum amounts:

Bodily Injury, including Death and Property Damage: \$1,000,000 combined single limit coverage, on a per occurrence or claims made basis/\$2,000,000 aggregate limit.

- (b) Aircraft Liability to cover all flight operations of the CAF or members, participants or invitees of the CAF unless otherwise provided by said members, participants or invitees. The CAF is responsible for assuring that all users of the space have appropriate insurance as provided for herein.
- (c) Fire and extended coverage to cover the full replacement value for Premises whenever damage occurs as a result of any negligent acts or tortious conduct of the

- agents, representatives, employees, guests and invitees of the CAF. This coverage shall include, but not be limited to, fire, theft, vandalism, and malicious mischief.
- (d) All policies shall name the City as an additional named insured and provide for a minimum of thirty (30) days written notice to the City prior to the effective date of any cancellation, material change, or lapse of such policies. The City shall be named as an additionally insured to protect against losses the City may suffer. In the event of payment of any loss covered by such policies, the first lien holder shall be a proportionate share of the insurance proceeds for its loss and subject thereto. Should the City also have sustained damages, the City shall be paid first for its loss against all other claimants save and except the first lien holder. In the case that there are not sufficient insurance proceeds to pay claims of the City and first lien holder, the City and first lien holder shall share the proceeds in proportion to the loss. The CAF shall provide Certificates of Insurance and enforcement to the City for approval before work commences. Notwithstanding other provisions herein contained, City may cancel this Agreement with or without notice to the CAF should the CAF's insurance lapse for a period of thirty (30) days or more. The City may elect to reinstate and revive such Agreement after such insurance obligation is cured by the CAF. The City shall be listed as a Certificate Holder on the CAF's insurance and shall receive notification of any lapse.
- (e) Any insurance policy herein required or procured by the CAF shall contain an express waiver of any right or subrogation by the insurance company against the City.

**Section 4.02 DESTRUCTION OF THE PREMISES.** If the Premises shall be partially damaged by any casualty insurable under the CAF's insurance policy, the CAF shall repair the same.

If the Premises shall be damaged as a result of a risk which is not fully covered by the CAF's insurance, CAF shall be responsible for any additional cost related to repairs necessary to fully restore the improvements. If the CAF fails to repair or rebuild the damaged improvements fully, the City shall have the right to terminate this Agreement and recover damages from the CAF including but not limited to all insurance proceeds.

**Section 4.03 INDEPENDENT CONTRACTOR.** During all times that this Agreement is in effect, the parties agree that the CAF is and shall be deemed to be an independent contractor and operator and not an agent or employee of the City with respect to their acts or omissions hereunder. It is mutually agreed that nothing contained herein shall be deemed or construed to constitute a partnership or joint venture between the parties hereto.

**Section 4.04 INDEMNITY PROVISION.** THE CAF AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS AGENTS, EMPLOYEES, AND REPRESENTATIVES FROM AND AGAINST ALL LIABILITY FOR ANY AND ALL CLAIMS, SUITS, DEMANDS, AND/OR ACTIONS ARISING FROM OR BASED UPON INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS WHICH MAY ARISE OUT OF OR RESULT FROM THE CAF'S OCCUPANCY OR USE OF THE AIRPORT AND/OR ACTIVITIES CONDUCTED

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CAF      CITY

IN CONNECTION WITH OR INCIDENTAL TO THIS AGREEMENT. SUCH INDEMNIFICATION SHALL INCLUDE, BUT IS NOT LIMITED TO, ACTS OR OMISSIONS ON THE PART OF THE CAF'S CONTRACTORS, AND SUBCONTRACTORS. THE CAF SHALL ALSO INDEMNIFY THE CITY AGAINST ANY AND ALL MECHANIC'S AND MATERIALMEN'S LIENS OR ANY OTHER TYPES OF LIENS IMPOSED UPON THE PREMISES DEMISED HEREUNDER ARISING AS A RESULT OF THE CAF'S CONDUCT OR ACTIVITY.

THIS INDEMNITY PROVISION EXTENDS TO ANY AND ALL SUCH CLAIMS, SUITS, DEMANDS, AND/OR ACTIONS REGARDLESS OF THE TYPE OF RELIEF SOUGHT THEREBY, AND WHETHER SUCH RELIEF IS IN THE FORM OF DAMAGES, JUDGMENTS, AND COSTS AND REASONABLE ATTORNEY'S FEES AND EXPENSES, OR ANY OTHER LEGAL OR EQUITABLE FORM OF REMEDY. THIS INDEMNITY PROVISION SHALL APPLY REGARDLESS OF THE NATURE OF THE INJURY OR HARM ALLEGED, WHETHER FOR INJURY OR DEATH TO PERSONS OR DAMAGE TO PROPERTY, AND WHETHER SUCH CLAIMS ARE ALLEGED AT COMMON LAW, OR STATUTORY OR CONSTITUTIONAL CLAIMS, OR OTHERWISE. THIS INDEMNITY PROVISION SHALL APPLY WHETHER THE BASIS FOR THE CLAIM, SUIT, DEMAND, AND/OR ACTION MAY BE ATTRIBUTABLE IN WHOLE OR IN PART TO THE CAF, OR TO ANY OF ITS AGENTS, REPRESENTATIVES, EMPLOYEES, MEMBERS, PATRONS, VISITORS, CONTRACTORS, AND SUBCONTRACTORS (IF ANY), AND/OR SUB-LESSEE, OR TO ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM. THIS INDEMNITY PROVISION SHALL APPLY TO NEGLIGENCE ATTRIBUTED TO THE CITY, SAVE AND EXCEPT IN SUCH INSTANCES WHERE THE CITY'S NEGLIGENCE IS THE SOLE PRODUCING CAUSE OF DAMAGE OR INJURY ON WHICH THE CLAIM, SUIT, DEMAND, AND/OR ACTION IS MADE.

FURTHER, THE CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR HARM, INJURY, OR ANY DAMAGING EVENTS WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISE DEFECTS OR CONDITIONS WHICH MAY NOW EXIST OR WHICH MAY HEREAFTER ARISE UPON THE PREMISES, ANY AND ALL SUCH DEFECTS BEING EXPRESSLY WAIVED BY THE CAF. CAF UNDERSTANDS AND AGREES THAT THIS INDEMNITY PROVISION SHALL APPLY TO ANY AND ALL CLAIMS, SUITS, DEMANDS, AND/OR ACTIONS BASED UPON OR ARISING FROM ANY SUCH CLAIM ASSERTED BY OR ON BEHALF OF CAF OR ANY OF ITS MEMBERS, PATRONS, VISITORS, AGENTS, EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS (IF ANY), AND/OR SUB-LESSEE.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OF THE CAF, ITS AGENTS, SERVANTS, EMPLOYEES AND CUSTOMERS. THE CAF FURTHER AGREES THAT THE CAF SHALL AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS FOR THE SAFETY OF, AND SHALL BE SOLELY RESPONSIBLE FOR THE SAFETY OF THE CAF'S AGENTS, REPRESENTATIVES, EMPLOYEES, MEMBERS, PATRONS, VISITORS, CONTRACTORS AND SUBCONTRACTORS (IF ANY), AND OTHER PERSONS, AS WELL AS FOR THE

PROTECTION OF SUPPLIES AND EQUIPMENT AND THE PROPERTY OF THE CAF OR OTHER PERSONS. THE CAF FURTHER AGREES TO COMPLY WITH ALL APPLICABLE PROVISIONS OF FEDERAL, STATE, AND MUNICIPAL SAFETY LAWS, REGULATIONS, AND ORDINANCES.

PROVIDED FURTHER, THAT THE CAF AND THE CITY EACH AGREE TO GIVE THE OTHER PARTY PROMPT AND TIMELY NOTICE OF ANY SUCH CLAIM MADE OR SUIT INSTITUTED WHICH IN ANY WAY, DIRECTLY OR INDIRECTLY, CONTINGENTLY OR OTHERWISE, AFFECTS OR MIGHT AFFECT THE CAF OR THE CITY. THE CAF FURTHER AGREES THAT THIS INDEMNITY PROVISION SHALL BE CONSIDERED AS AN ADDITIONAL REMEDY TO THE CITY AND NOT AN EXCLUSIVE REMEDY.

**Section 4.05** The CAF expressly agrees that any aircraft and their contents are to be stored, whether on the field or in the hanger, at the CAF's risk.

**Section 4.06 STORM WATER INDEMNIFICATION.** NOTWITHSTANDING ANY OTHER PROVISIONS OF THE AGREEMENT, THE CAF AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY FOR ANY AND ALL CLAIMS, DEMANDS, COSTS (INCLUDING ATTORNEY'S FEES), FEES, FINES, PENALTIES, CHARGES AND DEMANDS BY AND LIABILITY DIRECTLY OR INDIRECTLY ARISING FROM THE CAF'S ACTIONS OR OMISSIONS, INCLUDING FAILURE TO COMPLY WITH THE CAF'S OBLIGATIONS UNDER THIS ARTICLE, THE APPLICABLE STORM WATER REGULATIONS, AND STORM WATER DISCHARGE PERMIT, UNLESS THE RESULT OF THE CITY'S SOLE NEGLIGENCE. THIS INDEMNIFICATION SHALL SURVIVE ANY TERMINATION OR NON-RENEWAL OF THE AGREEMENT.

#### ARTICLE V - DEFAULT, TERMINATION CANCELLATION

**Section 5.01 TERMINATION PRIOR TO EXPIRATION.** The City shall have the right to terminate this Agreement, in whole or in part, on the occurrence of any of the following events:

- (a) The CAF may terminate the Agreement at any time with thirty (30) days written notice to the City. The City may terminate the Agreement, without cause, with one year's written notice to the CAF. The Agreement may be terminated at any time without cause and without notice upon mutual written agreement between the City and the CAF.
- (b) Failure on the part of the CAF (1) to pay rent when due unless such failure is corrected within a ten (10) day period after written notice of intent to terminate the Agreement for failure to pay rent, or (2) failure of the CAF to pay the City any monies that become due and owing to the City by the CAF under any other lease or agreement that is at that time in effect between the CAF and the City.
- (c) Abandonment of the Premises. Should the Premises cease to be used for purpose, be used for unauthorized purposes, be abandoned by the CAF, the CAF files

bankruptcy, dissolves or forfeits its corporate charter, the making of any transfer of general assignment for the benefit of creditors which has not been previously authorized by the City, or the CAF fails to adhere to the terms of this Agreement, the City shall have the authority to suspend or terminate this Agreement except that the CAF shall have the opportunity to cure as defined herein. In the event of the abandonment of the Premises or any portion thereof, or discontinuance of the CAF's business operations, or any portion thereof, the City shall not be responsible for the custodial protection of merchandise, fixtures, or equipment abandoned even though it is necessary for the City to remove same from the Premises for storage or disposal,

- (d) Loss by expiration or have revocation any special licenses, permit or certificate necessary for conducting activities as defined herein at the level of service required by terms contained herein.
- (e) It is understood and agreed, by and between the parties hereto, that the continuing use of the Burnet Municipal Airport as an airport for general aviation is essential to the operation of the CAF and in the event that Airport ceases to be used for that purpose, the CAF shall have the option to terminate the Agreement and remove or relocate personal property owned by the CAF. The City shall not be responsible or liable for any actual or consequential damages that may arise from such cancellation.
- (f) Notwithstanding any provision to the contrary the CAF's failure to annually host the Bluebonnet Air Sho, or substantially comply with any and all other provisions of Section 3.06, herein shall be considered a material breach of this Agreement and cause for the City to terminate this Agreement upon ninety (90) days written notice without obligation to allow the CAF to cure such material breach.
- (g) The failure of the CAF to perform substantially or keep or observe any of the terms, covenants, and conditions which the CAF is obligated to perform, keep or observe under this Agreement after the expiration of the thirty (30) day period after written notice given by the City to the CAF to correct any such deficiency or default.

**Section 5.02 CITY'S OPTION FOR REMEDY.** In case of any default by the CAF which continues for more than thirty (30) days after notice is given as herein required, the CAF hereby grants, and at all times the City shall have a contractual lien on the CAF's personal property in the Premises to secure the performance of all of the CAF's obligations hereunder which contractual lien shall be in addition to all liens provided as a matter of law. The CAF may remove its personal property therein within thirty (30) days of the notice by the City of default and the City's request to remove same. After such time, the City, in addition to the other rights or remedies it may have, shall have the right to remove all persons and property from the Premises. The CAF hereby waives all claims for damages which may be caused by the re-entry of the City and the taking of possession of the Premises or removal or storage of the furniture and property as herein provided, and will save the City harmless from any loss, costs or damages occasioned by the City thereby, and no

such re-entry shall be considered or construed to be a forcible entry. No such re-entry or taking possession of said Premises by the City shall be construed as an election on its part to terminate this Agreement unless a written notice of such intention is given the CAF or unless the termination thereof is decreed by a court of competent jurisdiction.

Provided, however, that as to those actions or circumstances which the CAF should do or discontinue doing or correct which create a danger or are derogatory to aviation activities, the delinquency shall be cured by the CAF immediately, without notice by the City. Conditions or circumstances creating a dangerous situation or which are or may be derogatory to aviation activities shall be conclusive as to the CAF if the determination that they are such is made by the FAA, TxDot, or the City. The Term derogatory as herein used, shall mean those things which do or reasonably appear to hinder aviation activities.

**Section 5.03 WAIVER OF STATUTORY NOTICE TO QUIT.** In the event City exercises its option to cancel this Agreement upon the happening of any or all of the events set forth herein, a notice of cancellation given pursuant to the Agreement and sent to the address specified herein, or subsequent address provided shall be sufficient to cancel this Agreement.

**Section 5.04 SURRENDER OF PREMISES.** The CAF covenants and agrees that it will, no later than the date of the expiration or termination of this Agreement, in whatever manner such termination may be brought about, promptly surrender and deliver the Premises with all improvements thereto, to the City in the same condition as was in existence at the beginning of this Agreement, ordinary wear and tear and damage by any casualty excepted.

**Section 5.05 MORTGAGE.** No mortgage or lien may be assigned to the Premises on behalf of the CAF.

**Section 5.06 EFFECT OF CONDEMNATION.**

- (a) If the whole or any part of the Premises shall be condemned or taken by eminent domain proceedings by any city, county, state, federal or other authority for any purpose, then this Agreement shall cease and terminate as of the date vesting in such proceeding. All damages awarded for such taking of land by the city, county, state or federal government, excluding the improvements for any public purpose shall belong to and be the property of City.
- (b) AWARD: The CAF shall not be entitled to and expressly waives all claims to any condemnation award made to the City for any taking, whether whole or partial, and whether for diminution in value of the leasehold or to the fee.
- (c) If this Agreement is terminated as provided in this section, Agreement shall be paid up to the date the possession is so taken by the public authority, and the City shall make an equitable refund of any payment paid by the CAF in advance.

**Section 5.07 NON-WAIVER FOR BREACH.** No acceptance of Agreement Payment by City after it is due, and no delay on the part of City in enforcing any obligation of the CAF, shall be construed as a waiver or any default then, theretofore, or thereafter existing in the performance of any other obligation undertaken by the CAF. No lawful termination of this Agreement shall release the CAF from responsibility or liability to the City for Agreement Payments theretofore due and unpaid nor from the performance of any of the covenants, agreements, or stipulations by the CAF herein undertaken to be kept and performed.

**Section 5.08 NON-APPROPRIATION.** Notwithstanding anything contained in this Agreement to the contrary, each and every financial obligation of the City pursuant to this Agreement is subject to appropriations. In the event no funds or insufficient funds are appropriated or budgeted by City for the operation of an airport by the City during the Term of this Agreement, the City will immediately notify the CAF its assignee of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to City of any kind whatsoever. In the event of such termination, the CAF agrees to peaceably surrender possession of the Premises to City or its assignee on the date of such termination, except that CAF shall have the option of removing personal property as provided for herein.

**Section 5.09 AIRPORT EXPANSION.** CAF agrees and understands that City reserves the right to further expand, develop or improve the Airport, including the termination of this Agreement, in such instance that the continued leasing of the Premises would have a negative impact on any proposed development or improvements at the Airport. This contract may be terminated regardless of the desires, wishes or views of CAF and without interference or hindrance from CAF.

**Section 5.10 AIRPORT OPERATIONS CONTINUANCE.** This AGREEMENT shall be null and void in the event City ceases operations of the AIRPORT for any reason including, but not limited to, non-appropriation, the Burnet City Council electing to cease operations of the Airport, the ownership of the Airport is transferred to another party, or the Airport is moved to another location. City will immediately notify the CAF of any such occurrence and this Agreement shall terminate without penalty or expense to City of any kind whatsoever.

## ARTICLE VI – STORM WATER COMPLIANCE

### Section 6.01 ACKNOWLEDGMENTS.

- (a) Notwithstanding any other provisions or terms of the Agreement, the CAF acknowledges that the Airport is subject to federal storm water regulations, 40 C.F.R. Part 122, for "vehicle maintenance shops" (including vehicle rehabilitation, mechanical repairs, painting, fueling and lubrication), equipment cleaning operations and/or deicing operations that occur at the Airport, as defined in these regulations, and state law concerning the prohibition against water pollution, as provided for in TEX. WATER CODE ANN. 26.121, as amended. CAF further acknowledges that it is familiar with these storm water regulations, that it conducts or operates "vehicle maintenance" (including vehicle rehabilitation, mechanical repairs, painting, fueling and lubrication), equipment cleaning operations and/or

deicing activities as defined in the federal storm water regulations; and that it is aware that there are significant penalties for submitting false information, including fines and imprisonment for knowing violations. For purposes of this section "vehicle" shall include, but not be limited to, aircraft.

- (b) Notwithstanding any other provisions or terms of this Agreement, including the CAF's right to quiet enjoyment, the City and the CAF both acknowledge that close cooperation is necessary to ensure compliance with any storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. The CAF acknowledges that, as discussed more fully below, it may be required to undertake to minimize the exposure of storm water (and snow melt) to "significant materials" generated, stored, handled or otherwise used by the CAF, as defined in the federal storm water regulations, by implementing and maintaining "Best Management Practices."
- (c) The CAF acknowledges that the Airport's storm water discharge permit is incorporated by reference into the Agreement and any subsequent renewals.

#### **Section 6.02 PERMIT COMPLIANCE.**

- (a) The City will provide the CAF with written notice of the requirements contained in the Airport's storm water discharge permit which CAF will be obligated to perform from time to time, including, but not limited to; certification of non-storm water discharges; collection of storm water samples; preparation of storm water pollution prevention or similar plans; implementation of "good housekeeping" measures of Best Management Practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. CAF, within seven (7) days of receipt of such written notice, shall notify City in writing if it disputes any of the storm water discharge permit requirements it is being directed to undertake. If CAF does not provide such timely notice, it is deemed to assent to undertake steps necessary to comply with such requirements.
- (b) The CAF agrees to undertake, at its sole expense, unless otherwise agreed to in writing between the City and the CAF, those storm water discharge permit requirements for which it has received written notice from the City. CAF warrants that it shall meet any and all deadlines that may be imposed on or agreed to by the City and the CAF.
- (c) The City agrees to provide CAF, at its request, with any non-privileged information collected and submitted to any governmental entity(ies) pursuant to applicable storm water regulations.
- (d) The CAF agrees that the terms and conditions of the Airport's storm water discharge permit may change from time to time and hereby appoints the City as its agent to negotiate with the appropriate governmental entity(ies) any such permit modifications.
- (e) The City will give the CAF written notice of any breach, that it becomes aware of, by the CAF of the Airport's storm water discharge permit or the provisions of this

section. Such a breach is material, and, if of a continuing nature, the City may terminate the Agreement pursuant to the terms of the Agreement. For circumstances requiring immediate action for safety purposes, the CAF agrees to immediately comply upon verbal or written notice.

- (f) The CAF agrees to participate in any Airport-organized task force or other work group established to coordinate storm water activities at the Airport.

## ARTICLE VII - MISCELLANEOUS PROVISIONS

**Section 7.01 FINANCIAL DISCLOSURE.** The City may audit and examine at all reasonable times each of the CAF's books and financial records pertaining to the CAF as may be reasonably required by the City in order to enforce the terms of this Agreement or to evaluate the CAF's performance thereof.

**Section 7.02 NOTICES.** Except as otherwise provided for herein, any notice given to either party under the terms of this Agreement shall be hand-delivered or sent by registered or certified mail, postage prepaid, addressed to the address provided herein or any address provided to either party from time to time, except that any notices to the CAF shall also be sufficient if sent by certified mail addressed to the CAF at the address of the Premises or posted thereon, whether or not the CAF shall have theretofore vacated or abandoned such Premises.

City:  
City of Burnet  
Attn: David Vaughn, City Manager  
P. O. Box 1369  
Burnet, TX 78611  
*Physical address:* 1001 Buchanan Drive  
Suite 4, Burnet, TX 78611

CAF:  
Commemorative Air Force, Inc.  
P.O. Box 866  
Burnet, TX 78611  
*Physical Address:* 2402 S. Water  
Burnet, TX 78611

**Section 7.03 TAXES, FEES AND ASSESSMENTS.** The CAF shall pay, before delinquency, any and all taxes, license fees, occupational taxes or assessments lawfully levied on account of the CAF's occupancy and all taxes upon the CAF's fixtures, equipment and personal property in and on the Premises, whether or not affixed to the real property. In addition, the CAF agrees to pay any ad valorem taxes assessed against the City associated with the Use of the Premises and/or for the real property, if such is not tax-exempt.

**Section 7.04 ATTORNEY'S FEES.** In the event there should be a default under any of the provisions of this Agreement and the City should retain attorneys or incur other expenses for the collection of rent for the enforcement or performance of observance of any obligation or agreement on the part of the CAF herein contained, CAF agrees that it shall, upon demand therefore, pay to the City the reasonable fees of such attorneys and such other reasonable expenses incurred.

**Section 7.05 FORCE MAJEURE.** Neither the City nor CAF shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons of strikes, boycotts, labor disputes, embargoes, shortages of material, force majeure, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellions, acts of sabotage, or any other circumstances for which it is not responsible or which are not in its control; provided, however, that this section shall not apply to failures by CAF to pay rental, fees and charges specified herein. However, to the extent damage to the property is caused by an act of God and the damage substantially destroys the benefit of the bargain between the parties, the Agreement is subject to termination at the election of either party.

**Section 7.06 BROKERAGE.** CAF represents and warrants that no broker has been concerned on its behalf in the negotiation of this Agreement and that there is no such broker who is or may be entitled to be paid a commission in connection therewith. CAF shall indemnify and save harmless the City and from any claim for commission or brokerage made by any such broker when such claim is based in whole or in part upon any act or omission by CAF.

**Section 7.07 HEADINGS AND SUBTITLES.** The headings and subtitles contained in the Agreement are for the purpose of clarification and in no way are determinative of the intent and purposes of the Agreement or the conditions stated herein.

**Section 7.08 GOVERNING LAW/VENUE.** This Agreement shall be construed and interpreted under the laws of the State of Texas. All parties agree this Agreement is solely performable in Burnet County, Texas.

**Section 7.09 PROTECTION OF AIRPORT.** City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent CAF from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of City, would limit the usefulness of the Airport or constitute a hazard to aircraft. Height locations shall be specifically identified based upon location of the demised Premises and safety requirements of Federal and State Governments and Aviation Administrators.

City reserves the right to further develop the Airport as it sees fit regardless of the desires of the CAF, and without any hindrance or interference from such CAF. City expressly reserves the right to grant to others additional leases and privileges with respect to said Airport facility even though the purposes for which such additional leases are given are the same and duplicates of those contained in this Agreement.

**Section 7.10 SUBORDINATION.** This Agreement shall be subordinate to provisions of any existing or future Agreements entered into by and between the City and the Federal or State Government for the improvement, operation and maintenance of the Airport; provided, that if such Agreements restrict the operation of the Premises, appropriate Agreement Payment reductions shall be negotiated, if appropriate.

**Section 7.11 PARKING.** City reserves the right to restrict and designate parking areas for all surface vehicles on all areas of the Kate Craddock Field. Automotive vehicles shall be subject to the same restrictions that any other parties on the airport that are or may be imposed for use of the Airport facilities by the City

**Section 7.12 ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the parties and as of its effective date supersedes all prior or independent agreements between the parties covering the subject matter hereof. Any change or modification hereof shall be in writing signed by both parties

**Section 7.13 SEVERABILITY.** If any part, provision, Term, condition, obligation or portion of this Agreement is found to be illegal or void by a court of final jurisdiction, the entire Agreement shall not be void, but the void provision shall be struck and the remainder of the Agreement shall continue in full force and effect as nearly as possible in accordance with the original intent of the parties.

**Section 7.14 TIMELINESS OF EXECUTION.** CAF shall execute Agreement within thirty (30) days of approval by the City Council or Agreement shall be void.

**Section 7.15 SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be determined to waive the City's sovereign immunity.

**Section 7.16 MULTIPLE COPIES.** It is agreed that this Agreement may be executed in multiple copies each having the force and effect of an original.

**Section 7.17 REPORTS.** During the Term of this Agreement the CAF shall provide quarterly written reports to the City Manager. The reports shall include such information as the City Manager may reasonably require and shall be submitted pursuant to the report calendar the City Manager shall provide within thirty days after the Effective Date. Moreover, at the invitation of City Council the CAF shall quarterly present the report for the requested quarter in an open session of City Council. The City Manager shall be authorized to modify the quarterly report and presentation calendar upon 30 days written notice to the CAF and may require more or less frequent reports and presentations pursuant to such modification.

*THE REMAINDER OF THIS PAGE INTENTIONALLY REMAINS BLANK  
AND SIGNATURE PAGE FOLLOWS.*

CAF Airport Hangar Facility Use Agreement

**IN WITNESS THEREOF**, the Parties agree that the persons affixing their signatures below are authorized to bind, and do bind, the City and CAF respectively to the terms and conditions set out above.

**City:** City of Burnet, a municipal corporation

\_\_\_\_\_  
Gary Wideman  
Mayor

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Kelly Dix  
City Secretary

**CAF: COMMEMORATIVE AIR FORCE, INC.**

By: \_\_\_\_\_  
Lance Linguist, Chief Financial Officer

Date: 12/4/23

# Exhibit "A" Rent Schedule

**Exhibit "A"**  
**Rent Schedule**

**Commencement Date: October 1, 2023**

Lease Month	Calendar Month	Year	Lease Year	Monthly Rent
1	October	2023	1	\$ 465.39
2	November	2023	1	\$ 465.39
3	December	2023	1	\$ 465.39
4	January	2024	1	\$ 2,667
5	February	2024	1	\$ 2,667
6	March	2024	1	\$ 2,667
7	April	2024	1	\$ 2,667
8	May	2024	1	\$ 2,667
9	June	2024	1	\$ 2,667
10	July	2024	1	\$ 2,667
11	August	2024	1	\$ 2,667
12	September	2024	1	\$ 2,667
13	October	2025	2	\$ 2,917
14	November	2025	2	\$ 2,917
15	December	2025	2	\$ 2,917
16	January	2025	2	\$ 2,917
17	February	2025	2	\$ 2,917
18	March	2025	2	\$ 2,917
19	April	2025	2	\$ 2,917
20	May	2025	2	\$ 2,917
21	June	2025	2	\$ 2,917
22	July	2025	2	\$ 2,917
23	August	2025	2	\$ 2,917
24	September	2025	2	\$ 2,917
25	October	2026	3	\$ 3,167
26	November	2026	3	\$ 3,167
27	December	2026	3	\$ 3,167
28	January	2026	3	\$ 3,167
29	February	2026	3	\$ 3,167
30	March	2026	3	\$ 3,167
31	April	2026	3	\$ 3,167
32	May	2026	3	\$ 3,167
33	June	2026	3	\$ 3,167
34	July	2026	3	\$ 3,167
35	August	2026	3	\$ 3,167
36	September	2026	3	\$ 3,167

A RESOLUTION BY THE CITY COUNCIL  
OF THE CITY OF BURNET, TEXAS  
APPROVING AN AIRPORT HANGAR  
FACILITY USE AGREEMENT WITH THE  
HIGHLAND LAKES SQUADRON OF THE  
COMMEMORATIVE AIR FORCE,  
INC.(CAF):

Adrienne Feild, Administrative Services/Airport Manager



- Burnet Municipal Airport has been the home of the Highland Lakes Squadron Commemorative Air Force since 1992.
- Current lease expiring October 2023
- Staff, CAF Lease Evaluation Committee, and the CAF Squadron took this opportunity to collaborate on new agreement(s). Through these efforts three agreement(s) were formed;
  1. CAF Airport Hangar Facility Use Agreement
  2. CAF HOT Agreement
  3. CAF Sponsor Agreement

# CAF Airport Hangar Facility Use Agreement

- Lease Term : October 1, 2023 – September 30 , 2026 (36 months)
- Signs
- Additional Consideration
  - Events
    - Six(6) event at the Airport
    - Up to six other Community Events
  - The Blue Bonnet Air Sho
- Rent Schedule

# Rent Schedule

	FY 23	FY 24	FY 25	FY 26
		YR-1	YR-2	YR-3
HANGAR RENT(Airport Fund)	\$ 5,585	\$ 32,004	\$ 32,004	\$ 32,004
SPONSOR(EDC Fund)	N/A	\$ (10,000)	\$ (10,000)	\$ (10,000)
HOT FUND	\$ (5,000)	\$ (15,000)	\$ (15,000)	\$ (15,000)
	\$ 585	\$ 7,004	\$ 10,004	\$ 13,004
MONTHLY RENT(NET)	\$ 49	\$ 584	\$ 834	\$ 1,084

## Airport Fund Impact

- ☐ Utilizing Special Revenue Funds to maintain a healthy Airport Fund





## Administration

## ITEM 4.11

Adrienne Feild  
Administrative  
Services/Airport Manager  
512-715-3214  
afeild@cityofburnet.com

## Action

**Meeting Date:** December 12, 2023

**Agenda Item:** Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AUTHORIZING HOTEL OCCUPANCY TAX FUNDS TO BE EXPENDED FOR THE HIGHLAND LAKES SQUADRON OF THE COMMEMORATIVE AIR FORCE, INC.(CAF) PROGRAM OPERATION: A.FEILD

**Background:** Burnet Municipal Airport has been the home of the Highland Lakes Squadron Commemorative Air Force since 1992, with their current lease expiring October 2023; Staff, CAF Lease Evaluation Committee, and the CAF Squadron took this opportunity to collaborate on new agreement(s). Through these efforts three agreement(s) were formed; 1. CAF Hangar Agreement; 2. CAF HOT Agreement; 3. CAF Sponsor Agreement.

**Information:** The City currently levies a local Hotel Occupancy Tax (HOT), as authorized by Texas Tax Code Chapter 351. Section 351.001(a) thereof authorizes the City to expend HOT for inter alia "SAPP activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit museums at or in the immediate vicinity of conference center facilities or visitor information centers; or located elsewhere in the municipality or its vicinity that would be frequented by tourists and convention delegates."

Financial assistance authorized by this Agreement will allow the Museum, display of WWII vintage aircraft; and airshow be a more successful endeavor to the benefit of promotion of the City of Burnet

**Fiscal Impact** Subject to prior Appropriation each year the amount of Rent Subsidy shall be \$15,000.00 annually, from the Hotel Occupancy fund.

**Recommendation:** Approve Resolution No. R2023-87 as presented.

## RESOLUTION NO. R2023-87

### A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AUTHORIZING HOTEL OCCUPANCY TAX FUNDS TO BE EXPENDED FOR THE HIGHLAND LAKES SQUADRON OF THE COMMEMORATIVE AIR FORCE, INC.(CAF) PROGRAM OPERATION.

**Whereas**, the City currently levies a local Hotel Occupancy Tax (HOT), as authorized by Texas Tax Code Chapter 351; and

**Whereas**, Section 351.001(a) thereof, inter alia authorizes the City to expend HOT for SAPP activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit museums at or in the immediate vicinity of conference center facilities or visitor information centers; or located elsewhere in the municipality or its vicinity that would be frequented by tourists and convention delegates; and

**Whereas**, pursuant to the Hangar Use Agreement the CAF operates the Museum at the Airport displaying WWII gun turrets, photographs, uniforms, side arms, long arms and memorabilia; and

**Whereas**, the CAF has on display in the Hangar numerous WWII vintage aircraft, including a PT-26, SNJ-4 Texan, L-17 Navion, and C-47 Skytrain Texas Zephyr; and

**Whereas**, tourists from Texas, across the nation and other parts of the world visit the museum, and WWII vintage aircraft; and

**Whereas**, City Council finds the use of HOT as contemplated by this Agreement is authorized by Texas Tax Code Chapter 351; and

**Whereas**, the Parties concur that financial assistance authorized by this Agreement will allow the Museum, display of WWII vintage aircraft; and airshow be a more successful endeavor to the benefit of promotion of the City of Burnet.

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

**Section one. Approval.** The CAF PROGRAMS OPERATION HOT FUNDING AGREEMENT attached hereto is hereby approved.

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

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

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

**PASSED AND APPROVED** this the 12<sup>th</sup> day of December 2023.

**CITY OF BURNET, TEXAS**

---

Gary Wideman, Mayor

**ATTEST:**

---

Kelly Dix, City Secretary

## CAF PROGRAMS OPERATION HOT FUNDING AGREEMENT

This Agreement is made and entered into by and between the City of Burnet and the Highland Lakes Squadron of the Commemorative Air Force, Inc., The City and CAF may jointly be referred to herein as the "Parties" and individually as a "Party."

### RECITALS:

**Whereas**, the City currently levies a local Hotel Occupancy Tax (HOT), as authorized by Texas Tax Code Chapter 351; and

**Whereas**, Section 351.001(a) thereof, inter alia authorizes the City to expend HOT for SAPP activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit museums at or in the immediate vicinity of conference center facilities or visitor information centers; or located elsewhere in the municipality or its vicinity that would be frequented by tourists and convention delegates; and

**Whereas**, pursuant to the Hangar Use Agreement the CAF operates the Museum at the Airport displaying WWII gun turrets, photographs, uniforms, side arms, long arms and memorabilia; and

**Whereas**, the CAF has on display in the Hangar numerous WWII vintage aircraft, including a PT-26, SNJ-4 Texan, L-17 Navion, and C-47 Skytrain Texas Zephyr; and

**Whereas**, tourists from Texas, across the nation and other parts of the world visit the museum, and WWII vintage aircraft; and

**Whereas**, City Council finds the use of HOT as contemplated by this Agreement is authorized by Texas Tax Code Chapter 351; and

**Whereas**, the Parties concur that financial assistance authorized by this Agreement will allow the Museum, display of WWII vintage aircraft; and airshow be a more successful endeavor to the benefit of promotion of the City of Burnet.

### AGREEMENT:

**NOW, THEREFORE**, in consideration of the foregoing and the mutual obligations set out, the Parties do mutually agree as follows:

#### ARTICLE 1 - DEFINITIONS

The terms in italics (*italics*) have the meanings that follow:

*Agreement* means this CAF Programs Operation HOT Funding Agreement.

*Airport* means the Burnet Municipal Airport.

*Appropriation* means the appropriation, approved by City Council, of HOT Funds, in an amount sufficient to service the City's obligation as a line-item expenditure in the City's annual budget each Fiscal Year during the term of this Agreement.

*CAF* means the Highland Lakes Squadron of the Commemorative Air Force, Inc., a not-for-profit corporation form under the laws of Texas.

*City* means the City of Burnet, Texas incorporated in Burnet County, Texas as a home rule municipality.

*City Council* means the governing body of the City.

*City Manager* means the individual appointed by City Council to serve as the chief executive officer of the City.

*Effective Date* means the date this Agreement becomes effective, said date being October 1, 2023.

*Fiscal Year* means the City's fiscal year which begins each year on October 1 and ends on September 30 of the subsequent year.

*Funds* means any money received by the CAF from the City under this Agreement.

*Hangar Use Agreement* means that certain Airport Facility Use Agreement authorizing the operation of the Museum and housing of WWII vintage aircraft in a hangar at the airport.

*HOT* means tax proceeds received by the City pursuant to Chapter 351 Texas Tax Code.

*Museum* means the Highland Lakes Squadron WWII Aircraft & Museum located at the Airport.

*Program* means collectively CAF's operation of the Museum, Hangar and WWII vintage aircraft display.

*Rent* means the annual amount CAF is obligated to pay City for under the Hangar Use Agreement.

*Rent Subsidy* means the use of HOT to subsidize the Hangar Use Agreement rent as provided by Article 2 herein.

## ARTICLE 2 - FUNDING

2.1 **Rent.** Pursuant to the Hangar Use Agreement rent that the CAF shall pay is as follows:

- Year One \$32,000.00;
- Year Two \$35,000.00; and
- Year Three \$38,000.00.

2.2 **Rent Subsidy.** During the Term of this Agreement, HOT shall be expended as a Rent Subsidy. All payments under this section shall be subject to the following:

- (a) Subject to prior Appropriation each year the amount of Rent Subsidy shall be \$15,000.00 annually; and
- (b) All payments shall be made to the CAF the beginning of each year of the Hangar Use Agreement for the purpose of payment of rent due that year.

## ARTICLE 3 CAF'S PROGRAM REQUIREMENTS

CAF covenants and agrees to administer and operate the Museum, Hangar, WWII vintage and aircraft display in a manner substantially in accordance with, or better than, these Program components were administered and operated during the year immediately preceding the Effective Date. Further, CAF covenants and agrees to make a good faith effort to enhance each Program components to provide a more inviting experience for visiting tourists. In that regard, CAF

covenants and agrees to be receptive to recommendations made by City Council or the City Manager.

#### ARTICLE 4 - OTHER REQUIREMENTS

- 4.1 **Expenditure verification.** CAF's payment of rent may be confirmed by the City's Director of Finance.
- 4.2 **Visitor logs.** The CAF shall maintain visitor logs showing basic information regarding visitors to the Program Components included the visitors' hometown. Copies of the visitor logs shall be provided to the City Manager on a quarterly basis.
- 4.3 **Reports.** The parties acknowledge and agree that the Hangar Use Agreement imposes a periodic reporting requirement on the CAF. Such reporting requirement is incorporated in this Agreement.
- 4.4 **Fiduciary Duty.** The CAF acknowledges that, pursuant to the terms of this Agreement it has a fiduciary duty to the City with respect to its handling and use of Funds received and expended pursuant to this Agreement.
- 4.5 **Records.** The CAF shall maintain (or cause to be maintained) current and complete books and records reflecting expenditures of funds received under this Agreement. Further, such book and records shall be made available to the City for inspection during normal business hours upon reasonable advance notice. All such records to the extent considered public records which fall within the provisions of the Texas Government Code, Section 552.001, *et seq.*, may be subject to disclosure and the CAF shall cooperate fully with City in timely producing all such records in response to any public request for same. This section shall survive Termination and shall remain enforceable by City for four years after Termination.

#### ARTICLE 5 - ANNUAL APPROPRIATION

Notwithstanding any provision of this Agreement to the contrary the City's monetary obligations for **Fiscal Year 2023-24, Fiscal Year 2024-25 and Fiscal Year 2025-26** shall be subject to annual Appropriation and this Agreement shall terminate on **September 30, 2023**, should Funds not be appropriated for Fiscal Year **2023-24**, or **September 30, 2024**, should Funds not be appropriated for **Fiscal Year 2024-25**, or on September 30, 2025, should the Funds not be appropriated for **Fiscal Year 2025-26**. Should this Agreement terminate due to non-Appropriation neither party shall have any further obligation to the other in regard to this Agreement.

#### ARTICLE 6 - TERMINATION

- 6.1 **CAF Default.** The City may terminate this Agreement by furnishing written notice to the CAF if at any time during the term of this Agreement the CAF fails to perform any of its obligations hereunder.
- 6.2 **Unspent Funds.** In the event this Agreement is terminated by the City pursuant to the terms of this Agreement the Rent Subsidy shall be prorated for the year of default any unspent City Funds shall be returned to the City.

6.3 **City's Default.** City Default shall mean the failure of the City to comply with or to perform its obligation to provide Appropriated Funds as stated in Article 2, subject to the right to cure as provide below in this Article.

6.4 **Notice of default.** If the either party is in default of this Agreement, the non-defaulting party may terminate this Agreement by written notice and sue for damages, subject to the limitations of Article 7; and subject to the right to cure as provided in the section immediately below.

6.5 **Right to cure.** Subject to Force Majeure a defaulting party shall have no more than 30 days after written notice is given by the non-defaulting party to cure a default or defaults.

6.6 **Termination of Hangar Use Agreement.** Notwithstanding any provision of this Agreement to the contrary, the termination of the Hangar Use Agreement shall cause the immediate termination of this Agreement, and, in such event, the CAF shall return any Unspent Funds to the City as provided in Section 6.2.

#### ARTICLE 7 - LIABILITY OF CAF AND CITY

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

7.2 **INDEMNIFICATION.** THE CAF AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS CITY, ITS AGENTS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AND AFFILIATES, OF AND FROM ANY AND ALL PRESENT OR FUTURE CLAIMS, DEMANDS OR CAUSES OF ACTION THAT MAY ACCRUE ON ACCOUNT OF, OR IN ANY WAY ARISING OUT OF, TH CAF'S WRONGFUL ACTS AND/OR OMISSIONS UNDER THIS AGREEMENT AND/OR CAF'S MISUSE OF FUNDS AND/OR THE MISMANAGEMENT OF SUCH FUNDS.

7.3 **REIMBURSEMENT OF FUNDS.** IF THIS AGREEMENT OR THE USE OF FUNDS AS PROVIDED HEREIN IS DEEMED TO BE IMPERMISSIBLE BY A COURT HAVING JURISDICTION OVER THE PARTIES AND SUBJECT MATTER, AND A FINAL NON-APPEALABLE JUDGEMENT REQUIRES THE CAF TO RETURN SUCH FUNDS, THEN THE CAF AGREES THAT ANY AND ALL FUNDS ADVANCED TO IT BY THE CITY SHALL BE REIMBURSED TO THE CITY

7.4 **City's Liability Limitations.** Subject to Article V, should City fail to timely, fully, and completely comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement, such failures shall be an Act of Default by City and City shall have 30 days to cure and remove the Default upon receipt of written notice to do so from the CAF. Further, the CAF specifically agrees that City's liability under this Agreement shall in no event exceed \$15,000.00.

7.5 **Attorney's Fees.** Neither Party shall be liable to the other for any Attorney's Fees or costs incurred in the enforcement of this Agreement.

### ARTICLE 8 - NOTICES

Any notice provided for in or permitted under this Agreement shall be made in writing and may be given or served by: (i) delivering the same in person to the Party to be notified, (ii) depositing the same in the United States mail, postage prepaid, registered or certified with return receipt requested, and addressed to the Party to be notified at the address herein specified, or (iii) delivery by private courier with proof of delivery required. If notice is deposited in the United States mail pursuant to (ii) of this Article, it will be effective from and after the date of receipt or delivery thereof if refused. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purpose of notice, the address of the parties shall be, until changed as hereinafter provided for, as follows:

**CAF:** Commemorative Air Force, Inc.  
P.O. Box 866  
Burnet, TX 78611

**CITY:** Burnet Economic Development Corporation  
Attn. David Vaughn, City Manager  
P.O. Box 1369  
Burnet, Texas 78611

The Parties shall have the right, at any time, to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other Party. Each Party shall have the right from time to time to specify additional parties to whom notice hereunder must be given by delivering to the other Party fifteen (15) days' written notice thereof setting forth the address of such additional party or parties; provided, however, that neither Party shall have the right to designate more than two (2) such additional parties. Notice required to be delivered hereunder to either Party shall not be deemed to be effective until the additional parties, if any, designated by such Party have been given notice in a manner deemed effective pursuant to the terms of this Article.

### ARTICLE 9 - RELATIONSHIP

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

### ARTICLE 10 - SUCCESSORS AND ASSIGNS; ASSIGNABILITY

10.1 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Parties and their respective heirs, representatives, successors and permitted assigns.

10.2 **Assignment by CAF.** The CAF shall not be permitted to assign this Agreement, in whole or in part, unless such assignment is first approved by City Council.

### ARTICLE 11 - TERM

This Agreement shall be effective as of its Effective Date. Unless earlier terminated under the terms of this Agreement, this Agreement shall terminate on September 30, 2026.

## ARTICLE 12 - MISCELLANEOUS

12.1 **Amendments.** This Agreement may be amended only by a written instrument so stating which is executed by the Parties hereto.

12.2 **Severability.** If any provision of this Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby but shall be enforced to the greatest extent permitted by law.

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

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

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

12.6 **Authority.** The person executing this Agreement on behalf of the CAF and the City each represents that he/she has the power and authority to do so and to bind his/her principal to the terms of this Agreement.

12.7 **Recitals.** The recitals set out above are incorporated herein by reference for all purposes.

12.8 **Force Majeure.** It is expressly understood and agreed by the Parties that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, governmental action, delay in issuance of permits or approvals (including, without limitation, fire marshal approvals), enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the obligated party and delays caused by the other party, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

12.9 **Recitals.** The recitals set out above are incorporated herein by reference for all purposes.

12.10 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same agreement.

*SIGNATURES ON FOLLOWING PAGE*

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the day and year first above written.

**CITY OF BURNET**

By: \_\_\_\_\_  
Gary Wideman, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Dix, City Secretary

**HIGHLAND LAKES SQUADRON OF THE  
COMMEMORATIVE AIR FORCE, INC.**

By: \_\_\_\_\_  
Lance Linguist, Chief Financial Officer

Date: 12/4/23

A RESOLUTION BY THE CITY COUNCIL  
OF THE CITY OF BURNET, TEXAS  
AUTHORIZING HOTEL OCCUPANCY TAX  
FUNDS TO BE EXPENDED FOR THE  
HIGHLAND LAKES SQUADRON OF THE  
COMMEMORATIVE AIR FORCE,  
INC.(CAF) PROGRAM OPERATION:

Adrienne Feild, Administrative Services/Airport Manager



# CAF Programs Operation HOT Funding Agreement

The City currently levies a local Hotel Occupancy Tax (HOT), as authorized by Texas Tax Code Chapter 351;

- Section 351.001(a) thereof, inter alia authorizes the City to expend HOT for SAPP activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit museums at or in the immediate vicinity of conference center facilities or visitor information centers; or located elsewhere in the municipality or its vicinity that would be frequented by tourists and convention delegates;
- CAF operates the Museum at the Airport displaying WWII gun turrets, photographs, uniforms, side arms, long arms and memorabilia; and the CAF has on display in the Hangar numerous WWII vintage aircraft, including a PT-26, SNJ-4 Texan, L-17 Navion, and C-47 Skytrain Texas Zephyr;
- Tourists from Texas, across the nation and other parts of the world visit the museum, and WWII vintage aircraft;
- Financial assistance authorized by this Agreement will allow the Museum, display of WWII vintage aircraft; and airshow be a more successful endeavor to the benefit of promotion of the City of Burnet

# CAF Programs Operation HOT Funding Agreement

## FUNDING

### Rent

- CAF shall pay their annual hangar rental .

### Rent Subsidy

- HOT shall be expended as a Rent Subsidy .
  - \$15,000 (Subject to prior Appropriation each year)

## PROGRAM REQUIREMENTS

- administer and operate the Museum, Hangar, WWII vintage and aircraft display,
- good faith effort to enhance each Program components to provide a more inviting experience for visiting tourists.
- agrees to be receptive to recommendations made by City Council or the City Manager.

## OTHER REQUIREMENTS

- Rent Expenditure verification; Visitor logs, Reports, Fiduciary Duty, maintain Records.

# Rent Schedule

	FY 23	FY 24	FY 25	FY 26
		YR-1	YR-2	YR-3
HANGAR RENT(Airport Fund)	\$ 5,585	\$ 32,004	\$ 32,004	\$ 32,004
SPONSOR(EDC Fund)	N/A	\$ (10,000)	\$ (10,000)	\$ (10,000)
HOT FUND	\$ (5,000)	\$ (15,000)	\$ (15,000)	\$ (15,000)
	\$ 585	\$ 7,004	\$ 10,004	\$ 13,004
MONTHLY RENT(NET)	\$ 49	\$ 584	\$ 834	\$ 1,084

## Airport Fund Impact

- ☐ Utilizing Special Revenue Funds to maintain a healthy Airport Fund





## Airport

## ITEM 4.12

Adrienne Feild  
Administrative Services/Airport  
Manager  
512-715-3214  
afeild@cityofburnet.com

## Action

**Meeting Date:** December 12, 2023

**Agenda Item:** Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS ADOPTING THE BURNET MUNICIPAL AIRPORT LAYOUT PLAN WITH NARRATIVE: A. Feild

**Background:** Airport Layout Plan with Narrative is an update to the Airport Layout Plan adopted for Burnet Municipal Airport in 2009. In June 2021 Council entered into a grant agreement with TxDOT. The Airport Layout Plan with Narrative was developed during a lengthy study process which afforded opportunity for participation by interested members of the public and was developed in accordance with FAA guidelines by a team of consultants with participation by a 10-member Advisory Committee representing airport users, tenants, and city staff.

**Information:** The Airport Layout Plan with Narrative incorporates the Forecast for future aviation activity and includes an ambitious Capital Improvement Program necessary to ensure Burnet Municipal Airport continues to provide aviation facilities for the Hill Country area.

**Fiscal Impact** The passage of this resolution will have no immediate fiscal impact. The FAA requires airports to have a current Airport Layout Plan to compete for federal grant funding of eligible capital improvement projects.

**Recommendation:** Approve Resolution No. R2023-89 as presented.

## RESOLUTION NO. R2023-89

### A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS ADOPTING THE BURNET MUNICIPAL AIRPORT LAYOUT PLAN WITH NARRATIVE.

**Whereas**, the Public Advisory Committee(PAC) and Staff recommend that the Council adopt the Airport Layout Plan with Narrative contingent on FAA acceptance and approval of the Airport Layout Plan; and

**Whereas**, the proposed Airport Layout Plan with Narrative is an update to the Airport Layout Plan adopted for Burnet Municipal Airport in 2009; and

**Whereas**, the proposed Airport Layout Plan with Narrative was developed during a lengthy study process which afforded opportunity for participation by interested members of the public; and

**Whereas**, the proposed Airport Layout Plan with Narrative was developed in accordance with FAA guidelines by a team of consultants with participation by a 10-member Advisory Committee representing airport users, tenants, and city staff; and

**Whereas**, the proposed Airport Layout Plan with Narrative incorporates the Forecast for future aviation activity; and

**Whereas**, the proposed Airport Layout Plan with Narrative includes an ambitious Capital Improvement Program necessary to ensure Burnet Municipal Airport continues to provide aviation facilities for the Hill Country area; and

**Whereas**, the FAA requires airports to have a current Airport Layout Plan to compete for federal grant funding of eligible capital improvement projects; and

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

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

**Section two. Adoption.** The Airport Layout Plan with Narrative attached hereto is hereby adopted contingent on FAA acceptance and approval of the Airport Layout Plan.

**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.

**PASSED AND APPROVED** this the 12<sup>th</sup> day of December 2023.

**CITY OF BURNET, TEXAS**

---

Gary Wideman, Mayor

**ATTEST:**

---

Kelly Dix, City Secretary

A RESOLUTION BY THE CITY COUNCIL OF  
THE CITY OF BURNET, TEXAS ADOPTING  
THE BURNET MUNICIPAL AIRPORT LAYOUT  
PLAN WITH NARRATIVE

ADRIENNE FEILD, ADMINISTRATIVE SERVICES/ AIRPORT MANAGER

## **BACKGROUND**

- Last Airport Layout Plan adopted for Burnet Municipal Airport was in 2009.

## **PROJECT (Airport Layout Plan with Narrative)**

- Lengthy study process which afforded opportunity for participation by public
- Developed in accordance with FAA guidelines by a team of consultants
- Participation by a 10-member Advisory Committee representing airport users, tenants, and city staff
- The ALP identified both the short-term and long-term needs of the airport as they relate to development, maintenance and administration.
- The ALP incorporates the Forecast for future aviation activity and includes an ambitious Capital Improvement Program.

## **FISCAL IMPACT**

- No immediate fiscal impact. The FAA requires airports to have a current Airport Layout Plan to compete for federal grant funding of eligible capital improvement projects.

## **RECOMMENDATION**

- Public Advisory Committee(PAC) and Staff recommend that the Council adopt the Airport Layout Plan with Narrative contingent on FAA acceptance and approval of the Airport Layout Plan.

QUESTIONS/  
COMMENTS





## City Attorney

## ITEM 5.1

Scott Tschirhart  
Assistant City Attorney  
512-279-6431  
smtschirhart@rampagelaw.com

### Executive Session

**Meeting Date:** December 12, 2023

**Executive Session:** Executive Session: Pursuant to Government Code 551.071, the City Council will convene in executive session to consult with its attorney on matters in which the duty of the attorney to the City under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with Chapter 551, and to discuss the following threatened/pending litigation and possible settlement thereof: Cause Number 56179, styled Kenneth Reagor v. The City Council of the City of Burnet and filed in the 424th District Court, Burnet County: Scott Tschirhart, Assistant City Attorney

**Background:** On October 24, 2023, City Council convened as the Dangerous Structure Board of Appeals and conducted a public hearing on City Staff's determination that the Reagor Air Conditioning located at 300 N. Water Street was a dangerous building. At the hearing's conclusion City Council found that fire damage to the building had made it dangerous and unsafe and ordered its demolition. Subsequently, the owners engaged a law firm who obtained a temporary restraining order on December 1 of this year.

**Information:** A temporary injunction hearing is scheduled for this Thursday (December 14<sup>th</sup>). Attorney client privileged information on this topic shall be provided in the executive session.

**Fiscal Impact** Attorney client privileged information on this topic shall be provided in the executive session.

**Recommendation:** Convene into executive session to receive attorney advice and counsel on this litigation matter and at the conclusion of the executive session reconvene in open session and take action on this matter as appropriate.



## City Attorney

## ITEM 6.1

Scott Tschirhart  
Assistant City Attorney  
512-279-6431  
smtschirhart@rampagelaw.com

### Executive Session

- Meeting Date:** December 12, 2023
- Action Item:** Executive Session: Pending litigation and possible settlement pertaining to Cause Number 56179, styled Kenneth Reagor v. The City Council of the City of Burnet; filed in the 424<sup>th</sup> District Court, Burnet County: Scott Tschirhart, Assistant City Attorney
- Background:** On October 24, 2023, City Council convened as the Dangerous Structure Board of Appeals and conducted a public hearing on City Staff's determination that the Reagor Air Conditioning located at 300 N. Water Street was a dangerous building. At the hearing's conclusion City Council found that fire damage to the building had made it dangerous and unsafe and ordered its demolition. Subsequently, the owners engaged a law firm who obtained a temporary restraining order on December 1 of this year.
- Information:** A temporary injunction hearing is scheduled for this Thursday (December 14<sup>th</sup>). Attorney client privileged information on this topic has been provided in the executive session.
- Fiscal Impact:** To be determined in Executive Session.
- Recommendation:** To be determined by Council.